

**INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND THE CITY
OF LIBERTY HILL, TEXAS REGARDING THE DESIGN AND CONSTRUCTION
OF THE SH 29/CR 200 INTERSECTION**

THIS INTERLOCAL AGREEMENT is made and entered into effective this _____ day of _____, 2018, by and between WILLIAMSON COUNTY (the "County") and the CITY OF LIBERTY HILL, TEXAS (the "City"), political subdivisions of the State of Texas.

WITNESSETH:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the City and the County desire to co-operate in the construction of the SH 29/CR 200 Intersection as shown on Exhibit "A".

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned parties agree as follows:

1. The City and the County have authorized and approved this Agreement by resolution or order adopted by their respective bodies, and this agreement will be in full force and effect when approved by each party.
2. The County agrees to construct the Project as described in Exhibit "A".
3. The County agrees to be responsible for all costs related to: (a) the design; (b) right of way acquisition, and (c) utility relocation for the Project;
4. The County will be responsible for all costs associated with the relocation of City-owned water and wastewater lines necessitated by conflicts with the construction of the Project Construction of water and wastewater lines will be joint bid with the roadway construction plans for the Project
5. City will provide to the County as-built information related to existing lines, and provide guidance to the County regarding proposed utility relocations.

6. The City will contribute the sum of One Hundred Thousand and No/100 Dollars (\$100,000.00) as its share of the SH 29/CR 200 Intersection Project within 30 days of Notice of Award for construction.
7. The City agrees to allow the County to construct the Project within the City limits.
8. The City consents to, acknowledges and authorizes the legal right and authority of the County, if necessary to condemn right-of-way within the limits of the City in relation to the Project.
9. If it is necessary that the County obtain right-of-way with the limits of the City for the Project, title to the right-of-way will be acquired in the name of the County. If necessary, it will be transferred to the City upon completion of construction and acceptance of maintenance by the City.
10. The City agrees to be responsible for the operation and maintenance of any portion of the Project within the city limits after completion and acceptance by the City (unless maintained by TxDOT).
11. The County agrees to consult and obtain the approval of City staff regarding Project's design prior to award of the contract for construction.
12. Neither the City nor County waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
13. This Agreement may not be amended or modified except in writing executed by both the City and Williamson County, and authorized by their respective governing bodies.
14. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, to give effect to the intent of this Agreement and be deemed to be validated and enforceable.

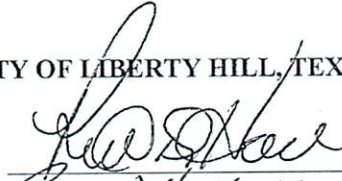
15. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date above first written, when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.
16. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the Project and acceptance of the public improvements by City.
17. This Agreement is executed to be effective on the date the last Party signs this Agreement.
18. Each Party, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purpose.

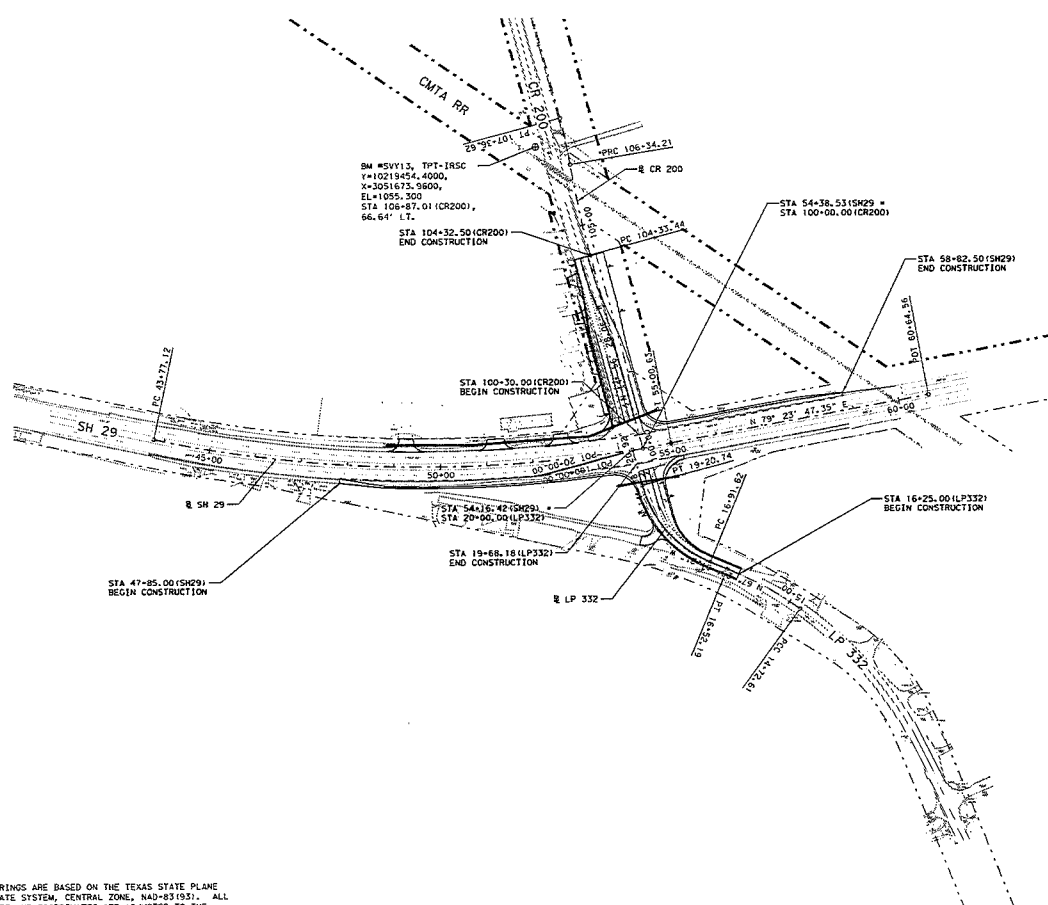
IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

WILLIAMSON COUNTY

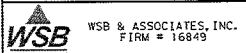
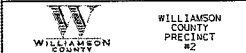
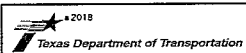
By: 
Dan A. Gattis, County Judge

CITY OF LIBERTY HILL, TEXAS

By: 
Rick Stahl, Mayor



ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD-83(93). ALL DISTANCES AND COORDINATES ARE ADJUSTED TO THE SURFACE BY THE PROJECT SURFACE ADJUSTMENT FACTOR OF 0.99985.



SH 29
AT CR 200/LOOP 332
PROJECT LAYOUT

SHEET 1 OF 1

FED. ACCT. NO.		STATE PROJECT NO.		SHEET	
6				3	
STATE		DIST.		COUNTY	
TEXAS		AUS		WILLIAMSON	
CONT.		SECT.		HIGHWAY NO.	
0153		03		041	
				SH 29	