

**INTERLOCAL COOPERATION AGREEMENT BETWEEN CITY OF CEDAR PARK
AND WILLIAMSON COUNTY FOR THE TRANSFER
OF A SCHOOL ZONE BEACON AND SIGN**

This Interlocal Cooperation Agreement ("Agreement") is entered into between the CITY OF CEDAR PARK, TEXAS ("City") and WILLIAMSON COUNTY, TEXAS ("County") collectively referred to as "the Parties".

WHEREAS, the County desires to transfer ownership, maintenance, and operation of a flashing school zone beacon, its support pole, all associated components, and all signs co-located on the support pole located within the City's extraterritorial jurisdiction on the east side of Anderson Mill Road approximately 500 feet south of Zeppelin Drive (the "School Zone Beacon") to the City; and

WHEREAS, the City desires to assume ownership, maintenance, and operation of the School Zone Beacon; and

WHEREAS, the City and County are local governments, as defined by the Texas Interlocal Cooperation Act, Texas Government Code Chapter 791, as amended (the "Act"); and

WHEREAS, the Parties desire to enter into this Agreement for the performance of governmental functions and services, in accordance with the Act; and

WHEREAS, the governing bodies of each Party have authorized execution of this Agreement by order or resolution.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Term of Agreement. This Agreement shall be in full effect upon the last date of signature below ("Effective Date") and shall continue in effect thereafter, unless terminated by either Party in accordance with the terms of this Agreement.
2. Transfer of School Zone Beacon. The County does hereby grant, bargain, sell, transfer, assign, and convey all of County's right, title, and interest in and to the School Zone Beacon to the City. This Agreement is binding upon and shall inure to the benefits of the County and City and their respective successors and assigns.
3. County Obligations.
 - a. Not more than thirty (30) days after the date of execution of this Agreement, the County shall inspect the School Zone Beacon and shall complete, at its sole cost, any and all repairs required to ensure full functionality of the School Zone Beacon. The County shall notify the City in writing at the addresses in Section 12, herein, of completion of County Obligations.

- b. The County hereby grants a license to the City to access County property in order for the City to perform its Obligations under this Agreement.

4. City Obligations. Immediately upon receipt of notice pursuant to Section 3, herein, the City shall assume all operation and maintenance of the School Zone Beacon, including routine maintenance, programming, repairs, and response to reports of malfunctions.

5. Default; Reversion. In the event either Party defaults or breaches such Party's Obligations, as defined herein, the non-breaching Party shall provide written notice of said default or breach and shall allow a period of thirty (30) days to cure ("Cure Period"). Upon expiration of the Cure Period and failure of the defaulting Party to cure, ownership of the School Zone Beacon shall immediately revert to County without any further action by either Party, and this Agreement shall immediately terminate.

6. Termination. This Agreement may be terminated immediately upon written agreement of both Parties, or by either Party upon ninety (90) days prior written notice to the other Party. Upon termination in accordance with this section, ownership of the School Zone Beacon shall immediately revert to County without any further action by either Party.

7. No Joint Partnership or Venture. The Parties each agree that they are not agents, servants, or employees of the other party, and each party is responsible for its own acts and deeds, errors, and omissions during the performance of this Agreement. The Parties further agree that this agreement is not a joint enterprise or a joint venture between them.

8. Authority to Sign. All Parties certify that the individuals executing this Agreement have the authority to sign the Agreement and are authorized to bind the entity they represent to this Agreement.

9. Governing Law. This Agreement shall be construed and enforced for all purposes pursuant to the laws of the State of Texas. Venue shall be in Williamson County, Texas.

10. Severability. If any provision of this Agreement is found to be invalid, illegal, or unenforceable for any reason, the Parties intend and agree that such provision is fully severable and that the remaining parts of the Agreement shall be effective and fully operative.

11. Appropriation of Funds. This Agreement is subject to the appropriation of funds by the governing body of each Party in the Party's budget adopted for any fiscal year for the specific purpose of making payments pursuant to this Agreement for that fiscal year. The obligation of each Party pursuant to this Agreement in any fiscal year for which this Agreement in effect shall constitute a current expense of the Party for that fiscal year only, and shall not constitute an indebtedness of the Party of any monies other than those lawfully appropriated in any fiscal year.

12. Notices. All written notices pursuant to this Agreement shall be sent to the parties at the mailing or email addresses below. Notices sent by email shall be considered received immediately upon sending. Notices sent by mail shall be considered received three (3) business days after the postmarked date:

To COUNTY:
Williamson County
Attn: Terron Evertson
3151 S.E. Inner Loop, Suite B
Georgetown, Texas 78626
Email: tevertson@wilco.org

To CITY:
City of Cedar Park
Attn: Stephen Hanuscin
2401 Brushy Creek Loop
Cedar Park, Texas 78613
Email: Stephen.Hanuscin@cedarparktexas.gov


With copy to:
J.P. LeCompte
City Attorney
450 Cypress Creek Rd., Bldg. 1
Cedar Park, Texas 78613
Email: JP.Lecompte@cedarparktexas.gov

13. No Waiver of Immunity. The Parties do not hereby waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and the United States.

14. Entire Agreement. This Agreement sets forth the entire understanding and agreement of the parties. All other oral agreements by the parties hereto are hereby merged into this Agreement, which shall not be amended or altered except by a written document signed by the parties hereto.

IN WITNESS WHEREOF, this Agreement is hereby executed as of the date last set forth below.

COUNTY:

By: 
Bill Gravell (Sep 15, 2021 07:46 CDT)
Bill Gravell, Jr.
Williamson County Judge

Date: Sep 15, 2021

CITY:

By: 
Brenda Eivens
City Manager 

Date: 8/16/2021