

**INTERLOCAL AGREEMENT
REGARDING THE CITY/COUNTY PARTICIPATION IN THE DESIGN AND
CONSTRUCTION COSTS RELATED TO THE SOUTH BOUND STREET
CONSTRUCTION PROJECT**

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

THIS INTERLOCAL AGREEMENT (“**Agreement**”) is entered into between the City of Thrall, Texas, a Texas municipal corporation (the “**City**”) and Williamson County, a political subdivision of the State of Texas (the “**County**”). In this Agreement, the City and the County are sometimes individually referred to as “**a Party**” and collectively referred to as “**the Parties**”.

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 County is and has been in the process of designing the reconstruction of South Bound Street, the approximate location being shown on Exhibit “A”, attached hereto, (the “County Project”); and

WHEREAS, the City desires to cooperate with the County to facilitate the construction of the County Project; and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

**I.
PURPOSE**

1.01 General. The purpose of this Agreement is to provide consent for the County’s construction of the County Project with the Thrall city limits. The County Project includes pavement stabilization, surface treatment, grading and other activities related to the County Project.

**II.
CONSTRUCTION OF COUNTY PROJECT**

2.01 County Obligations. The County shall be responsible for all costs associated with the preliminary and final design, construction bidding and management, and all other costs related to the construction of the County Project.

2.04 Permits. The County shall be responsible for obtaining permits, if any, required for the construction of the Project. Any permits required by the City are hereby waived.

III.

CITY OBLIGATIONS

3.01 Permission to Construct. The City agrees to allow the County to construct the County Project within the City's boundaries. The City further agrees to accept maintenance of the County Project within the City limits.

IV.

GENERAL PROVISIONS

5.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*

5.02 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the County Project.

5.03 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

5.05 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

5.06 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Project shown in as Exhibit "A."

5.07 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

5.08 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

5.09 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

CITY:

City of Thrall
104 S. Main St / Po Box 346
Thrall, TX 76578

Attn: City Manager ~~Manager~~ Administrator

COUNTY:

710 S. Main Street, Georgetown, Texas 78626

Attn: William Gravell, Jr.

Telephone: (512) 943-1550

Facsimile: (512) 943-1662

5.10 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

5.11 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

5.12 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

5.13 No Joint Venture. The County Project is a sole project of the County and is not a joint venture or other partnership with the City.

(SIGNATURES ON FOLLOWING PAGE)

CITY OF THRALL, TEXAS

By: [Signature]

Name: Troy Marx

Its: Mayor - City of Thrall

ATTEST:

By: [Signature]

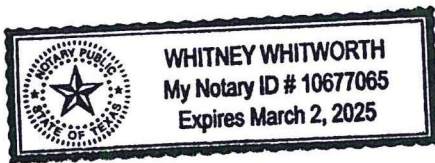
September 8, 2021 City Secretary

THE STATE OF TEXAS

§
§
§

COUNTY OF WILLIAMSON

THIS INSTRUMENT was acknowledged before me on this 8 day of September, 2021, by Troy Marx as Mayor of the City of Thrall, a Texas city, on behalf of said city.



[Signature]
Notary Public, State of Texas

WILLIAMSON COUNTY, TEXAS

By: Bill Gravell, Jr.
Bill Gravell, Jr., County Judge

ATTEST:

By: Nancy E. Rister
Nancy Rister, County Clerk

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this 21st day of September, 2021, by Bill Gravell, Jr., County Judge of Williamson County, Texas, on behalf of said County.

Rebecca Pruitt
Notary Public, State of Texas

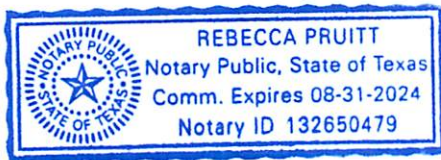
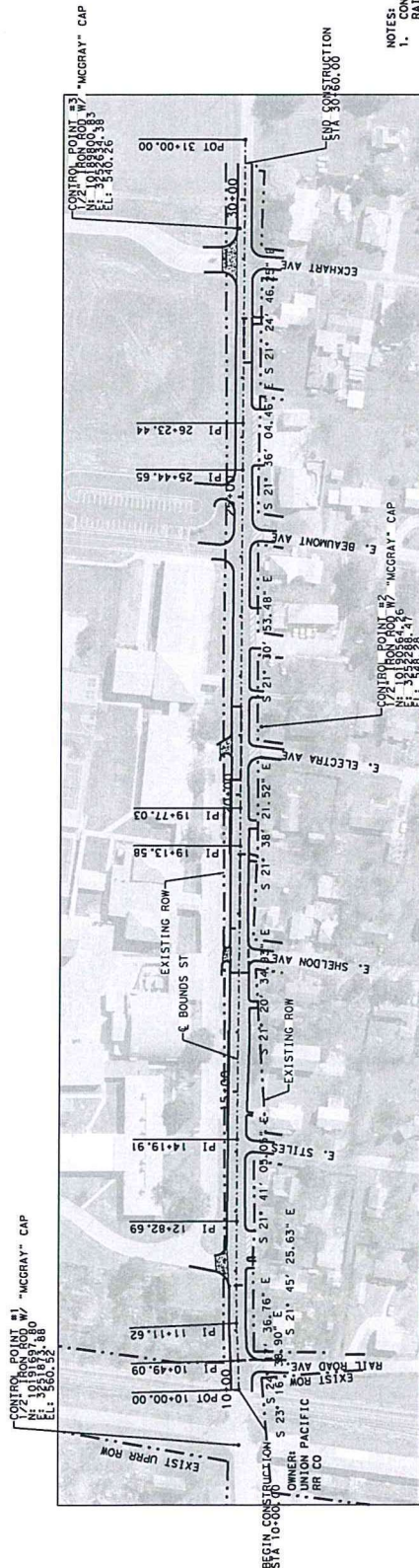


Exhibit “A”



- NOTES:
1. CONTRACTOR WILL BE REQUIRED TO OBTAIN RAILROAD AGREEMENT FOR WORK PERFORMED WITHIN UPRR ROW.
 2. CONTRACTOR TO OBTAIN RAILROAD FLAGGER TRAINING.



Barry P. [Signature]
AUGUST 16, 2021

SCALE (IN FEET): 200
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RS&H
8240 N. Moque Expressway, Suite 300
Dallas, Texas 75247
512-279-5427 FAX 512-455-2233
© Texas Registration No. F-3401

**BOUNDS STREET OVERLAY
PROJECT LAYOUT**

SHEET 1 OF 1	
DATE	2021
DISTRICT	AUSTIN
COUNTY	WILLAMSON
PROJECT NO.	15

HORIZONTAL ALIGNMENT

1 DESCRIBE CHAIN THRALL-CL	
Chain THRALL-CL contains:	
11 12 13 14 15 16 17 18 19 20	
Beginning chain THRALL-CL description	
Feature: Road Centerline	
Point 11	N 10,191,591.0829 E 3,251,901.3214 Sta 10+00.00
Course from 11 to 12	S 23° 16' 38.90" E Dist 49.0918
Point 12	N 10,191,545.9871 E 3,251,920.7217 Sta 10+49.09
Course from 12 to 13	S 24° 17' 36.76" E Dist 62.5279
Point 13	N 10,191,488.9960 E 3,251,946.4464 Sta 11+11.62
Course from 13 to 14	S 21° 45' 25.63" E Dist 171.0679
Point 14	N 10,191,330.1144 E 3,252,009.8566 Sta 12+82.69
Course from 14 to 15	S 21° 41' 05.05" E Dist 137.2266
Point 15	N 10,191,202.5993 E 3,252,060.5617 Sta 14+19.91
Course from 15 to 16	S 21° 20' 34.93" E Dist 493.6705
Point 16	N 10,190,742.7856 E 3,252,240.2336 Sta 19+13.58
Course from 16 to 17	S 21° 38' 21.52" E Dist 63.4410
Point 17	N 10,190,683.8156 E 3,252,263.6282 Sta 19+77.03
Course from 17 to 18	S 21° 30' 53.48" E Dist 567.6206
Point 18	N 10,190,155.7454 E 3,252,471.7988 Sta 25+44.65
Course from 18 to 19	S 21° 36' 04.46" E Dist 78.7887
Point 19	N 10,190,082.4902 E 3,252,500.8044 Sta 26+23.44
Course from 19 to 20	S 21° 24' 46.25" E Dist 476.5579
Point 20	N 10,189,731.9245 E 3,252,638.2803 Sta 31+00.00
Ending chain THRALL-CL description	