

**INTERLOCAL AGREEMENT
FOR COMPLETING DESIGN SERVICES AND CONSTRUCTION
RELATED TO THE SEWARD JUNCTION SOUTHEAST WATER
LINE IMPROVEMENTS**

THIS INTERLOCAL AGREEMENT for design services and construction (“Agreement”) is entered into between the Williamson County, Texas, a Texas political subdivision (the “County”) and the City of Georgetown, a Texas home-rule municipality (“Georgetown”). In this Agreement, the County and Georgetown are sometimes individually referred to as “Party” and collectively referred to as “the Parties.”

WHEREAS, the County is making roadway improvements to County Road 259 and County Road 266; and

WHEREAS, this project involves relocation of approximately 1,050 linear feet of water line owned by Georgetown (“Water Line Relocation”); and

WHEREAS, the County is responsible for 86.17% of the costs of design and construction of the Water Line Relocation, and Georgetown is responsible for 13.83% of the costs; and

WHEREAS, Georgetown desires the relocated water line be upgraded from its current installed 8” size to a 12” size and is responsible for 100% of design and construction costs related to the upgrade to the water line (“Water Line Betterment”); and

WHEREAS, the County has received bids to complete construction of the Water Line Relocation including the Water Line Betterment and selected a contractor; and

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Williamson County and Georgetown agree as follows:

I. DESIGN, CONSTRUCTION AND REIMBURSEMENT

1.01 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 Water Line Relocation. The County shall be responsible for all design, construction and project administration services for the Water Line Relocation.

1.02 City Obligations. Georgetown shall be responsible for 13.83% percent all costs related to the design and construction of the Water Line Relocation and 100% of all design and construction costs related to the Water Line Betterment, in an amount not to exceed two hundred two thousand and fifty eight dollars (\$202,058) (the “Water Line Reimbursement”) as shown in Exhibit A attached hereto and incorporated herein. Upon County’s approval of each invoice for construction or design services related to Water Line Relocation or the Water Line Betterment, the County shall submit the invoice to Georgetown. Georgetown agrees to pay County within

thirty (30) days after receipt of the invoice. Payments made by Georgetown pursuant to this Agreement shall be made from current revenues available to Georgetown.

1.03 Georgetown agrees to be responsible for the operation and maintenance of the relocated water line after completion and acceptance by Georgetown.

II. GENERAL PROVISIONS

2.01 NO LIABILITY OR WARRANTY OF SERVICES. GEORGETOWN AGREES AND ACKNOWLEDGES THAT WILLIAMSON COUNTY DOES NOT ASSUME ANY LIABILITY FOR, OR WARRANT, THE SERVICES THAT A THIRD PARTY PROVIDES PURSUANT TO THIS AGREEMENT OR CONSTRUCTION AGREEMENT. GEORGETOWN AGREES AND ACKNOWLEDGES THAT WILLIAMSON COUNTY SHALL NOT BE LIABLE FOR ANY CLAIM OR CAUSE OF ACTION THAT GEORGETOWN MAY HAVE NOW OR IN THE FUTURE AGAINST AN ENGINEER OR THIRD PARTY OR ANY DAMAGES OF ANY NATURE WHATSOEVER ALLEGEDLY SUSTAINED BY GEORGETOWN, OR ANYONE HAVING A CLAIM BY, THROUGH OR UNDER GEORGETOWN RELATED IN ANY WAY, DIRECTLY OR INDIRECTLY, WITH THE SERVICES PROVIDED BY A THIRD PARTY PURSUANT THIS AGREEMENT.

2.02 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the Water Line Relocation and acceptance of the public improvements by Georgetown.

2.03 Default and Remedies. If Georgetown fails to pay for Services under this Agreement, and continues such failure for thirty (30) days after the County provides written notice to cure, Georgetown shall be deemed to be in default under this Agreement. In the event that the County defaults under this Agreement, and such default is not cured, Georgetown may, in addition to any other remedy at law or in equity, immediately terminate this Agreement or seek specific performance of this Agreement.

2.04 Authority. This Agreement is entered, in part, pursuant to the authority of the Interlocal Cooperation Act, Texas Government Code Chapter 791 (the "Act"). The provisions of the Act are incorporated in this Agreement and this Agreement shall be interpreted in accordance with the Act.

2.05 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 included.

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

2.07 Entire Agreement. This Agreement constitutes the entire agreement of the Parties and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter of this Agreement. No promise, statement or representation that is not expressly stated in this Agreement has been made by any Party to induce execution of this Agreement.

2.08 Amendments. Any amendment of this Agreement shall be in writing and will be effective if signed by the authorized representative of each Party.

2.09 Waiver. Lack of enforcement of any right under this Agreement by either Party shall not constitute a waiver of that right or any other in the future.

2.10 Independent Relationship. 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.

2.11 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either Party. Neither Party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity.

2.12 No Third Party Beneficiaries. This Agreement is entered into for the sole and exclusive benefit of the Parties. Nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring any rights, benefits, remedies, or claims upon any other person or entity.

2.13 No Assignment. This Agreement may not be assigned in whole or in part by either Party.

2.14 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.

2.15 Notices. Notices given under this Agreement will be effective if forwarded to a Party by hand-delivery, transmitted to a Party by confirmed fax or deposited with the U.S. Postal Service, certified mail, postage prepaid, to the address of the Party indicated below:

GEORGETOWN: P.O. Box 409, Georgetown, Texas 78627
300-1 Industrial Ave, Georgetown, Texas 78626
Attn: City Manager
Telephone: (512) 930-3652
Facsimile: (512) 930-3559
Email: david.morgan@georgetown.org

COUNTY: 710 S. Main Street, Georgetown, Texas 78626

Attn: William Gravell, Jr.
Telephone: (512) 943-1550
Facsimile: (512) 943-1662

Either Party may from time to time designate any other address for notice by written notice to the other Party.

2.16 Exhibits. The following Exhibits are attached to this Agreement and incorporated by reference:

Exhibit A – Waterline Reimbursement for Design and Construction Costs

2.17 Counterparts; Effect of Partial Execution. This Agreement may be executed in counterparts each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

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

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

CITY OF GEORGETOWN, TEXAS

By: 
Dale Ross, Mayor

ATTEST:

By: 
~~Robyn Densmore, City Secretary~~ Deputy
Karen Frost

APPROVED AS TO FORM:

By: 
Skye Masson, First Assistant City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this 12th day of March, 2019, by Dale Ross as Mayor of the City of Georgetown, a Texas home-rule city, on behalf of said city.




Notary Public, State of Texas

WILLIAMSON COUNTY, TEXAS

By: _____
William Gravell, Jr., County Judge

ATTEST:

By: _____
Nancy Rister, County Clerk

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2019, by William Gravell, Jr., County Judge of Williamson County, Texas, on behalf of said County.

Notary Public, State of Texas

Exhibit A

**DESIGN AND CONSTRUCTION COSTS RELATED TO THE SEWARD JUNCTION
SOUTHEAST WATER LINE RELOCATION**

Activity	Total Cost	County	GT
Waterline Base Cost	\$ 661,805	\$ 570,278	\$ 91,527
Waterline Relocation Cost With Betterment	\$ 768,001	\$ 570,278	\$ 197,723
Additional Betterment Design Costs			\$ 4,335
TOTAL COUNTY COST		\$ 570,278	
TOTAL GEORGETOWN COST WITH BETTERMENT		\$ -	\$ 202,058

