

**INTERLOCAL AGREEMENT
FOR COMPLETING DESIGN SERVICES AND CONSTRUCTION
RELATED TO RELOCATION OF GEORGETOWN WATER LINE IMPROVEMENTS
ALONG COUNTY ROAD 200**

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

THIS INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS (“**Agreement**”) is entered into between the City of Georgetown, 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, the County is and has been in the process of making road improvements to County Road 200 between its intersection with Texas Highway 29 to approximately County Road 201 (the “**County Project**”); and

WHEREAS, the proposed CR 200 roadway improvements include the widening of the right-of-way into an easement(s) in which the City’s water system improvements (the “**Waterline**”) are located; and

WHEREAS, in connection with the construction of the roadway improvements, the County desires to relocate a portion of the Waterline (the “**City Project**”); and

WHEREAS, the City desires to cooperate with the County to facilitate the construction of the roadway improvements and the relocation of the Waterline; and

WHEREAS, the City desires to cooperate with the County to facilitate the construction of the roadway improvements and the relocation of the Waterline; 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 for the County’s relocation and construction of the Waterline required by the County Project.

1.02 Relocation of Waterline. The County will relocate the Waterline based on the terms and conditions stated herein.

1.03 Continuation of Service. The County agrees that the County Project shall be undertaken so as to minimize any disruption of water service to existing City customers and will not result in the permanent loss of water service to any such customers.

II. CONSTRUCTION OF CITY PROJECT

2.01 General. The Parties mutually acknowledge and agree that the County shall, at its own expense, construct all physical improvements that constitute the City Project.

2.02 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.

2.03 Construction Plans. The County has submitted the plans and specifications related to the City Project to the City. A copy of the plans are attached hereto as **Exhibit "A"**. Any changes or modifications to the plans will be submitted to the City for review and approval prior to commencing construction.

2.04 Inspection. County shall notify the City in writing five days prior to commencement of construction of the Waterline. The City may inspect the relocation of the Waterline during construction. Upon receipt of notification from the City that the City's inspectors determine the construction by the County is not in accordance with the approved project plans, the County shall cease construction until the deficiency can be identified and a corrective plan of construction implemented with the agreement of the City.

2.05 Permits. The County shall be responsible for obtaining permits, if any, required for the construction of the Project.

2.06 Insurance, Bonds and Warranties. The County shall require the contractor for the Project to name the City as an additional insured on any policies related to the City Project. The County shall require the contractor to provide performance bonds, payment bonds and maintenance bonds in favor of the City for the City Project in amounts satisfactory to the City. The County shall transfer any warranties for the City Project to the City upon final completion and prior to acceptance of the project.

2.07 Prior Rights. The City's Waterline will be relocated from its current alignment within the City's easement to a new location within the right of way of County Road 200. Concurrent with this Agreement, the both parties shall execute an amendment to the easement(s) as identified in **Exhibit "B"** (Effected Easement(s)), in a form substantially similar to **Exhibit "C"**, which shall amend the easement area(s) of the Effected Easement(s) to correspond with location of the line location as approved per section 2.03. The City shall retain all of the same rights in the area within the right of way limits as the City had in the easement prior to the relocation of the Waterline.

IV. DISPUTES

4.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

4.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agrees that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

4.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

V. GENERAL PROVISIONS

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

5.02 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.

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

5.04 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

5.06 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

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

5.08 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 the plans attached hereto as Exhibit "A."

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

5.10 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.

5.11 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:

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

5.12 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.

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

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

(SIGNATURES ON FOLLOWING PAGE)

CITY OF GEORGETOWN, TEXAS

By: _____
Josh Schroeder, Mayor

ATTEST:

By: Robyn Densmore
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By: Skye Masson
Skye Masson, City Attorney

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"

Construction Plans



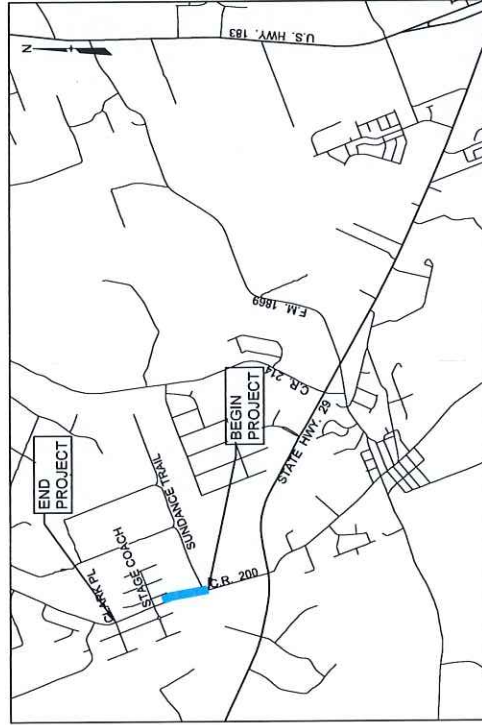
INDEX OF SHEETS

- C-001 TITLE SHEET
- C-002 GENERAL NOTES
- C-003 LEGEND, SYMBOLS AND ABBREVIATIONS
- C-100 KEY MAP
- C-101-103 PROPOSED 8" WATERLINE PLAN AND PROFILE SHEETS
- C-104 PROPOSED 8" SERVICE LINE PLAN AND PROFILE SHEET
- C-105 PROPOSED FIRE HYDRANT RELOCATION
- C-501-503 STANDARD DETAILS

WILLIAMSON COUNTY
RECONSTRUCTION OF COUNTY ROAD 200
8" WATER LINE RELOCATION
100% SUBMITTAL

TOTAL LENGTH OF PROJECT: 1,130 LF
PROJECT LIMITS: FROM SUNDANCE TRAIL TO CLARK PLACE ON CR 200

CONSTRUCTION OF 8" WATER LINE, WITH VALVES, APPURTENANCES, AND SERVICE CONNECTIONS FROM EXISTING 2" TO EXISTING 8", INCLUDING RECONNECTION TO EXISTING MAINS AND SERVICES



VICINITY MAP
(NOT TO SCALE)

OWNER INFORMATION

OWNER:
CITY OF GEORGETOWN, TEXAS
300 INDUSTRIAL AVENUE
GEORGETOWN, TEXAS 78626

CONTACT:
MICHAEL HALLMARK
512-930-3569

DESIGNER:
COBB FENDLEY
505 EAST HUNTLAND DRIVE, SUITE 100
AUSTIN, TEXAS 78752

CONTACT:
STANLEY FEES, P.E. C.F.M.
512-834-9798

SUBMITTED FOR APPROVAL:



STANLEY RAY FEES, P.E.
COBBFENDLEY, INC.

DATE

3/24/2020

APPROVALS:

CITY OF GEORGETOWN, TEXAS

DATE

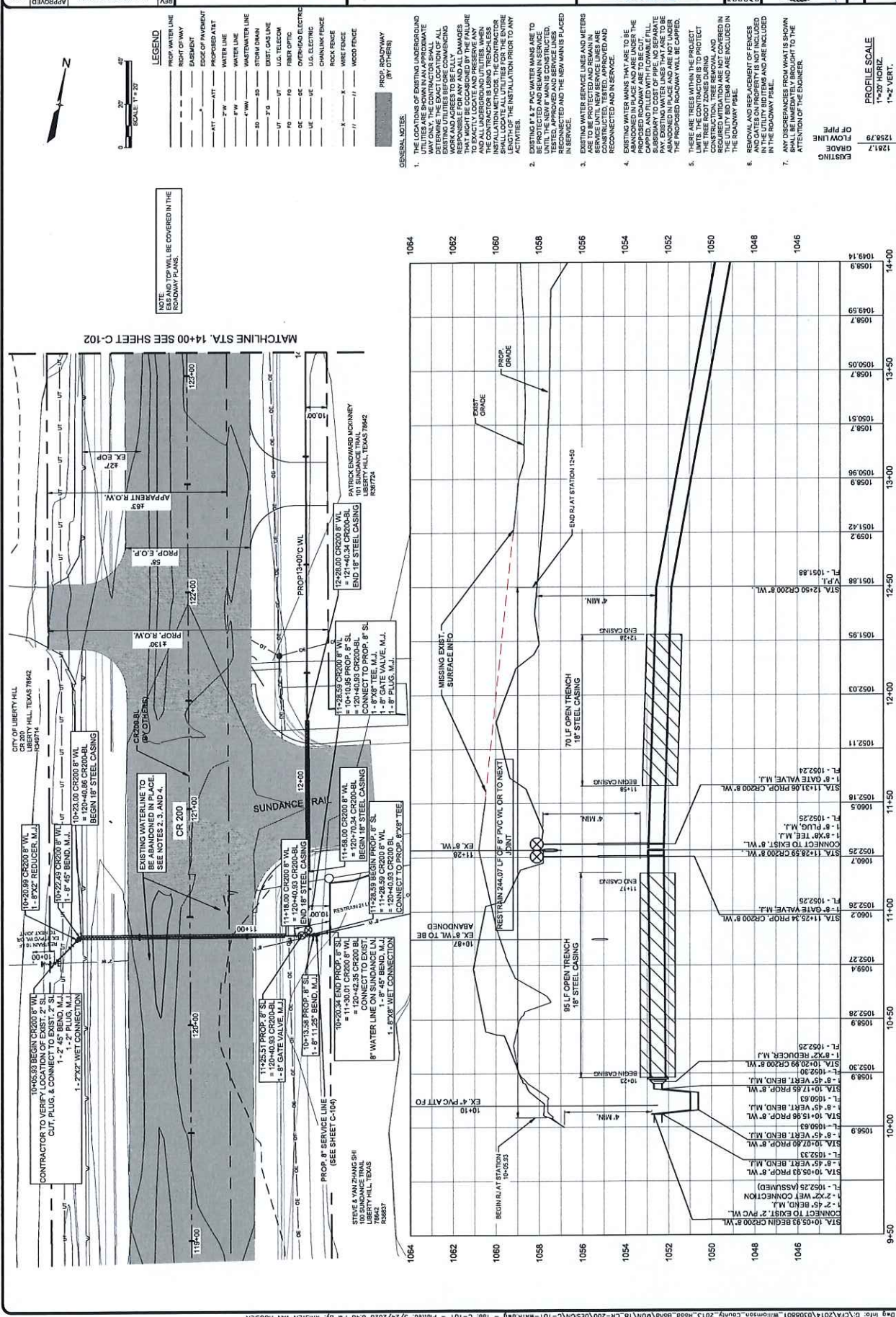
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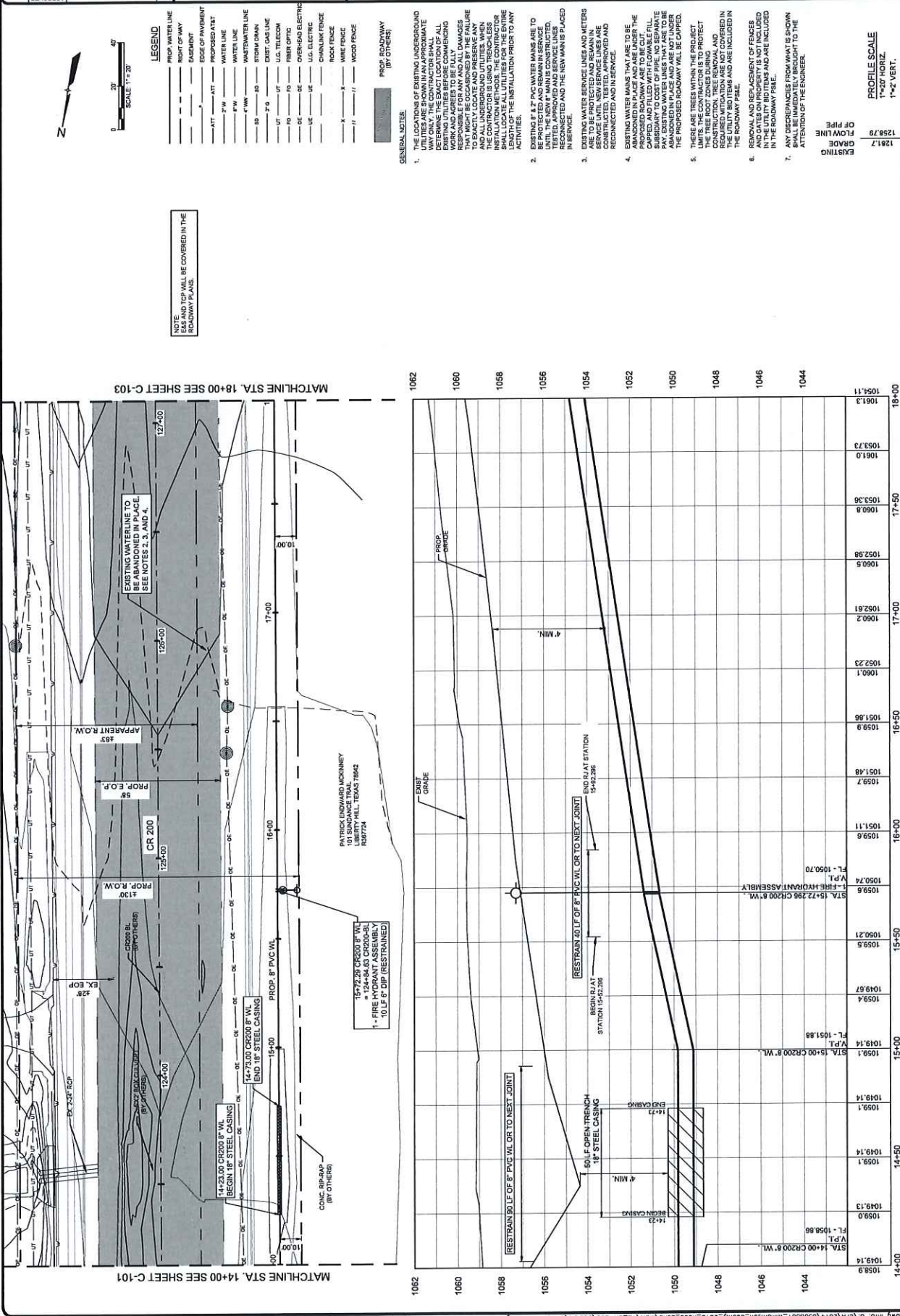
CobbFendley

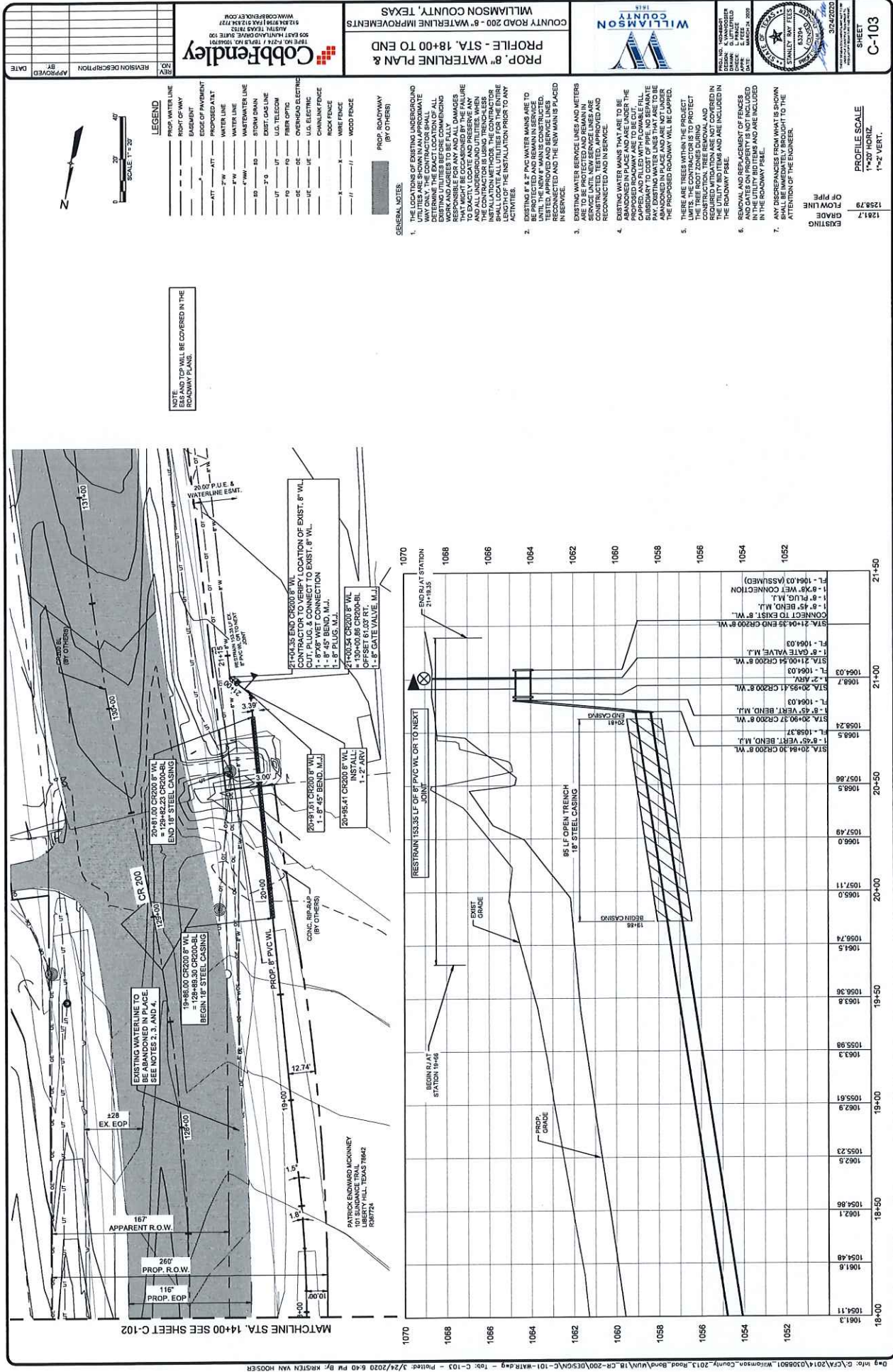
TYPE NO. 274 / TEMPL NO. 10046701
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AUSTIN, TEXAS 78752
512.834.9798 | FAX 512.834.5553
WWW.COBBFENDLEY.COM

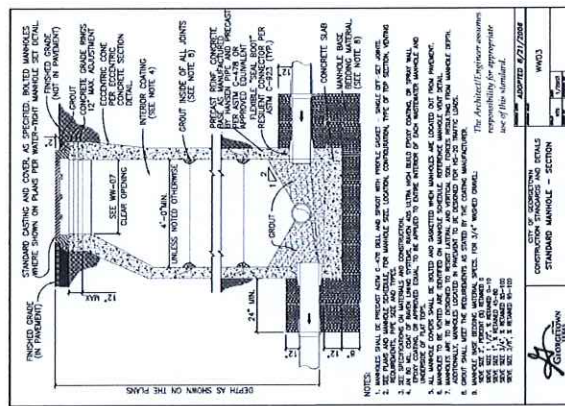
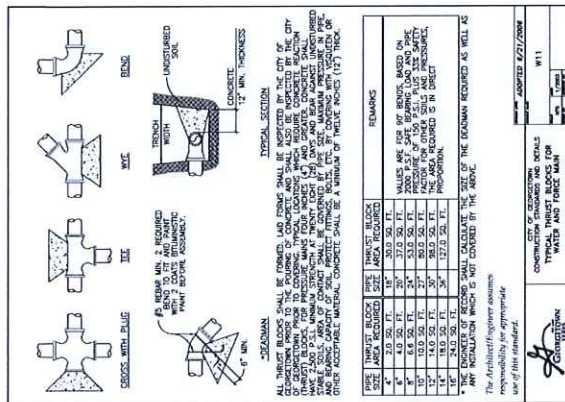
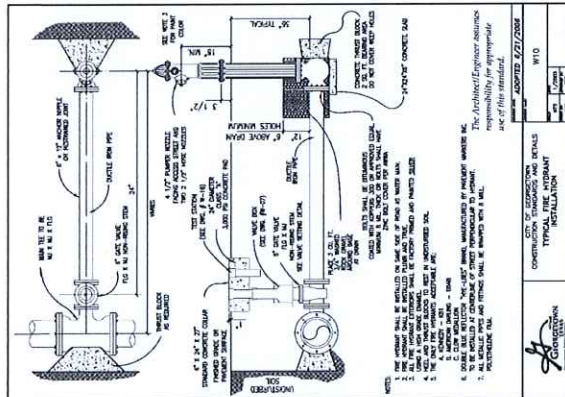
REV. NO.	REVISION DESCRIPTION	CORRECT AND VOID SHEET NUMBERS	APPRO. BY	DATE

SURVEY LEGEND		EXISTING UTILITIES AND FEATURES		ABBREVIATIONS	
BENCHMARK	⊕	RIGHT OF WAY	---	ASPH	ASPHALT
BOLLARD	⊙	EASEMENT	---	B-B	BACK TO BACK
BORE HOLE	⊕	WATER LINE	W---	BNFL	BACKFILL
CABLE TV JUNCTION BOX	⊕	REUSE WATER	W---	BE	BEVELED END
CABLE TV PEDESTAL	⊕	WATER, ABANDONED	W---	BM	BENCHMARK
CLEANOUT	⊕	WASTEWATER LINE	W---	BTM	BOTTOM
COMMUNICATIONS MANHOLE	⊕	FORCE MAIN	W---	CL	CENTERLINE
CONC. HWY. MONUMENT FOUND TYPE II	⊕	WASTEWATER, ABANDONED	W---	CAST IRON	CAST IRON
CONCRETE MONUMENT FOUND	⊕	STORM DRAIN	W---	CONC	CONCRETE
CONCRETE MONUMENT SET	⊕	STORM CULVERT	W---	CONSTR	CONSTRUCTION
COTTON SPINDLE FOUND	⊕	GAS LINE	W---	CMP	CORRUGATED METAL PIPE
COTTON SPINDLE SET	⊕	OVERHEAD ELECTRIC	W---	DE	DRAINAGE EASEMENT
ELECTRIC JUNCTION BOX	⊕	U.G. TELECOM	W---	DI	DUCTILE IRON
ELECTRIC MANHOLE	⊕	FIBER OPTIC	W---	EASMT	EASEMENT
ELECTRIC METER	⊕	U.G. ELECTRIC	W---	ELEC	ELECTRIC
ELECTRIC PEDESTAL	⊕	CABLE TV	W---	ELL	ELBOW
ELECTRIC TRANSFORMER PAD	⊕	CHAINLINK FENCE	W---	EXST	EXISTING
FIRE HYDRANT	⊕	IRON FENCE	W---	FB	FIELDSBOOK
GAS MANHOLE	⊕	ROCK FENCE	W---	FC	FIRE HYDRANT
GAS METER	⊕	WIRE FENCE	W---	FIC	FRAME AND COVER
GAS TEST LEAD	⊕	WOOD FENCE	W---	FUT	FUTURE
GAS VALVE	⊕	GUARD RAIL	W---	HP	HIGH PRESSURE (>40 PSIG)
GROUND LIGHT	⊕	APPROXIMATE TREE LINE	W---	LP	LOW PRESSURE (<40 PSIG)
GROUND POST	⊕			LT	LEFT
GUY WIRE	⊕			MH	MANHOLE
IRON PIPE FOUND	⊕			NFIF	NOT FOUND IN FIELD
IRON ROD FOUND	⊕			O/S	OFFSET
IRON ROD SET	⊕			OHWM	ORDINARY HIGH WATER MARK
IRRIGATION CONTROL VALVE	⊕			PVC	POLYVINYL CHLORIDE
LIGHT STANDARD	⊕			PVMT	PAVEMENT
MAILBOX	⊕			PROP	PROPOSED
MANHOLE	⊕			REF	REFERENCE
MONITORING WELL	⊕			RCB	REINFORCED CONCRETE BOX
NAIL FOUND	⊕			RCP	REINFORCED CONCRETE PIPE
NAIL SET	⊕			RT	RIGHT
				ROW	RIGHT OF WAY
				SHT	SHEET
				SW	SIDEWALK
				STA	STATION
				STL	STEEL
				SD	STORM DRAIN
				TELE	TELEPHONE / TELECOM
				TBM	TEMPORARY BENCH MARK
				TXDOT	TEXAS DEPARTMENT OF TRANSPORTATION
				UE	UTILITY EASEMENT
				WE	WATER EASEMENT
				WL	WATERLINE
				WM	WATER METER
				WV	WATER VALVE
				WW	WASTEWATER
				WWE	WASTEWATER EASEMENT









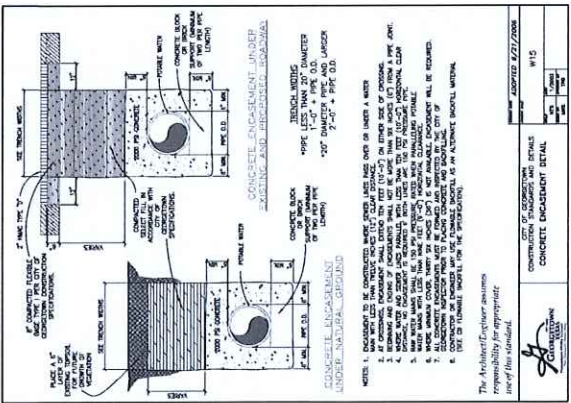
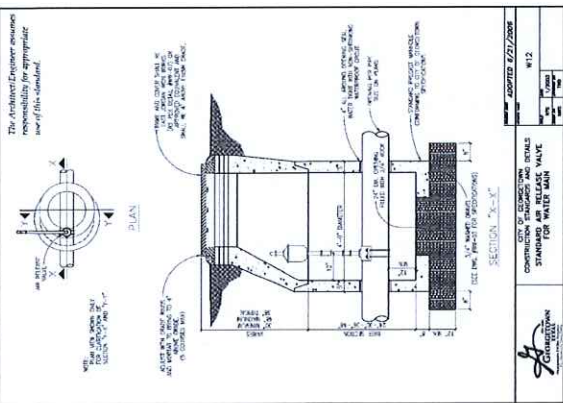
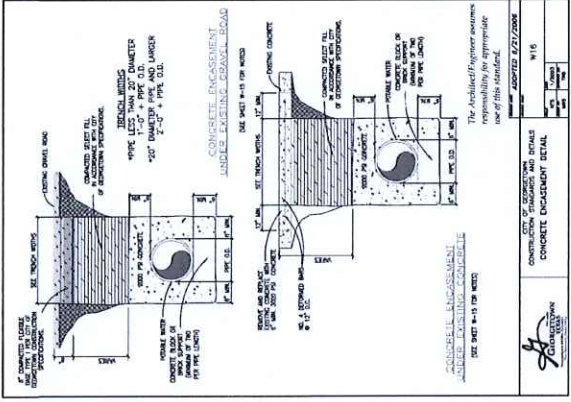
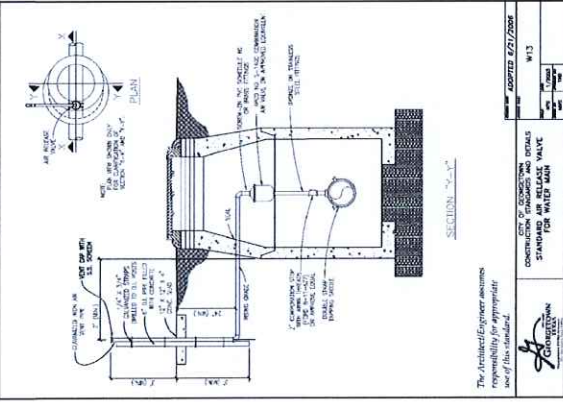
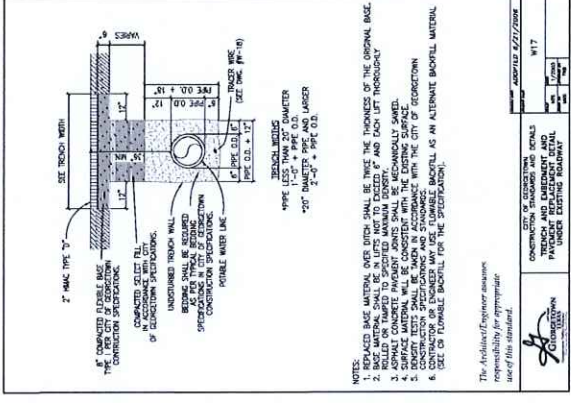
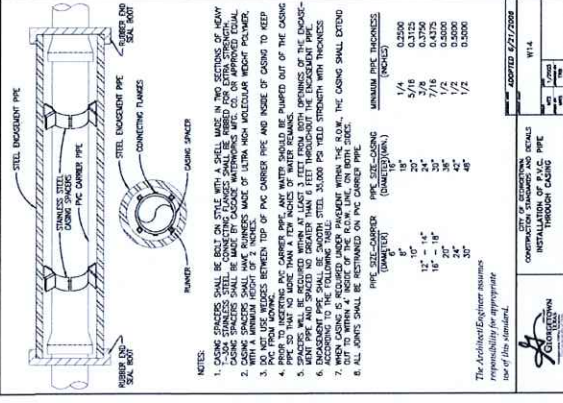


Exhibit "B"

Effected Easement(s)

Instrument #	Date Filed	Document Type	Grantor	Grantee
2004083154	10/25/2004	Easement	Gilbreath, Larry G. & Julie L.	Chisholm Trail Water SPL

Exhibit "C"

Amendment Document

AMENDMENT OF EASEMENT

STATE OF TEXAS

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COUNTY OF WILLIAMSON

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§ KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Chisholm Trail Special Utility District (CTSUD) acquired the easements referenced on Exhibit "A", attached hereto and incorporated herein for all purposes, (Waterline Easements) for the purposes of constructing, operating, and maintaining one or more potable waterlines; and,

WHEREAS, on September 12, 2014, the Waterline Easements were assigned to City of Georgetown, Texas according to Document No. 2014076202 of the Official Public Records of Williamson County, Texas, pursuant to the acquisition of CTSUD by the City; and,

WHEREAS, Williamson County (County) is in the process of widening and improving the County Road 200. Said widening will overtake and encroach into the Waterline Easements and involve installation of roadway improvements which will conflict with the existing location of the City's waterline within the Waterline Easements; and,

WHEREAS, the County and City wish to cooperate in the relocation of the Waterline Easements and corresponding infrastructure in order to allow the Project to move forward and protect the City's water system with minimal impact to the County, City, Project, and area property owners; and,

WHEREAS, the City and County have entered to an Interlocal Agreement dated _____, 2021, outlining the terms of the relocation of the City's infrastructure (ILA);

NOW THEREFORE, in consideration of the completion of the construction of the City's relocated infrastructure, the City and the County agree to the following:

1. The City, as successor-in-interest to CTSUD, and County, as successor-in-interest to the Grantor's of the Waterline Easements, hereby agree to amend the description of the area of the easements. From hereon and henceforth, the rights and interests of the City, as successor in interest to CTSUD, to the Waterline Easements shall apply only to the area described in Exhibit "B"; and,
2. The County shall be responsible for relocation of the City's waterline from its current position to new location in accordance with the ILA; and,
3. Nothing herein shall operate to release the perpetual easements granted to the City of Georgetown by the same instruments referenced herein, and said perpetual easements shall remain in full force and effect.

EXECUTED this ____ day of _____, 2021.

~Signature on Following Page~

CITY OF GEORGETOWN

By: _____
David Morgan, City Manager

APPROVED AS TO FORM, ONLY:

Skye Masson, City Attorney

STATE OF TEXAS

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CORPORATE ACKNOWLEDGMENT

COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, on this day personally appeared **David Morgan**, a person known to me, in his capacity as the **City Manager for the City of Georgetown**, a Texas home-rule municipal corporation situated in Williamson, County, Texas, and acknowledged to me that he executed this Release of Temporary Construction Easement on behalf of the City of Georgetown, for the purposes therein expressed.

WITNESS MY HAND AND SEAL OF OFFICE this ____ day of _____, 2021.

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 _____, 2021,
by William Gravell, Jr., County Judge of Williamson County, Texas, on behalf of said County.

Notary Public, State of Texas

Exhibit "A"

Instrument #	Date Filed	Document Type	Grantor	Grantee
2004083154	10/25/2004	Easement	Gilbreath, Larry G. & Julie L.	Chisholm Trail Water SPL