# INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND THE CITY OF GRANGER, TEXAS REGARDING THE FUNDING FOR THE WATER AND WASTEWATER IMPROVEMENT PROJECT

THIS INTERLOCAL AGREEMENT ("ILA") is made and entered into effective as of the date of the last party's execution below, by and between WILLIAMSON COUNTY (the "County") and the CITY OF GRANGER, TEXAS (the "City"), political subdivisions of the State of Texas (collectively referred to as "Parties").

#### 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; and

WHEREAS, the Parties executed an agreement entitled Subrecipient Agreement Between Williamson County and City of Granger for Water and Wastewater Improvement Project [Funding From: The American Rescue Plan Act (ARPA) (A.L.N. 21.027)] which became effective as of October 31, 2023 ("Agreement"); and

WHEREAS, on December 17, 2024, the Parties executed an amendment to the Agreement to increase the funds available from the County's State and Local Fiscal Recovery Funds ("SLFRF FUNDS") to reimburse City for expenses incurred in the water line and wastewater improvement project ("Project"); and

WHEREAS, the Parties desire to enter into this ILA to provide additional funds for the Project not covered by ARPA or SLFRF FUNDS; and

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

- The City and the County have authorized and approved this ILA by resolution or order adopted by their respective bodies, and this ILA will be in full force and effect when approved by each party.
- 2. The County agrees to pay to the City, pursuant to the conditions stated herein, the costs related to the construction of the Project, up to and no more than \$690,704 (the "County Reimbursements"). The Project comprises of the Scope of Services, as set forth in Appendix A, and Project Budget, as set forth in Appendix B, which is attached hereto and incorporated as if copied in full.
- 3. The County approves and pays County Reimbursements through requests within thirty (30) days of receipt of a completed request ("Reimbursement Request"). Errors in the Reimbursement

Request, including insufficient documentation, may result in payment delays. City is responsible for submitting a complete and accurate Reimbursement Request. Payment is considered made on the date postmarked. Each Reimbursement Request must contain the following supporting documentation:

- i. A signed Reimbursement Request form;
- ii. General Ledger (monthly, generated from City's accounting system) coinciding with the Reimbursement Request;
- iii. Timesheets and Payroll Reports (monthly, generated from City's payroll system) if budget included personnel;
- iv. Invoices of all other expenditures;
- v. Proof of payment of all expenditures.
- 4. The City agrees to be responsible for management of the Project and the payment of all costs related to the construction of the Project, subject to the County Reimbursement described above.
- 5. The City agrees to be responsible for the operation and maintenance of the Project after completion and acceptance by the City.
- 6. 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.
- 7. This ILA may not be amended or modified except in writing executed by both the City and Williamson County and authorized by their respective governing bodies.
- 8. All notices, demands, and request which may be given or which are required to be given by either Party to the other, and any exercise of a right of termination provided by this ILA, shall be in writing and shall be deemed effective when sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below:
  - i. County:

County Judge 710 Main Street, Suite 101 Georgetown, TX 78628

And

County Auditor 710 Main Street, Suite 301 Georgetown, TX 78628

### ii. City:

Mayor City of Granger

### 214 E. Davilla St. Granger, TX 76530

- 9. If any provision of this ILA 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 ILA will be construed as if not containing the 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 ILA 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 ILA and be deemed to be validated and enforceable.
- 10. This ILA 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.
- 11. This ILA shall commence upon execution of this ILA and shall end upon the completion of the Projects and acceptance of the Project by City, on or about December 31, 2026, unless terminated earlier in accordance with this ILA.
  - i. The County may terminate this ILA immediately, without prior notice, if City fails to perform any obligation herein and the failure either: (a) creates a potential threat to health or safety; or (b) violated a law, ordinance, or regulation designed to protect health or safety.
  - ii. Either Party may terminate this ILA without cause by giving ninety (90) days written notice to the other Party. Upon receipt of notice of termination, City shall discontinue all services in connection with the performance of this ILA and shall proceed to promptly cancel all existing orders or contracts insofar as such orders to contract as chargeable to this ILA.
- 12. The Parties agree that this ILA and all disputes arising thereunder shall be governed by the laws of the State of Texas, and that exclusive venue for any action under this ILA shall be in Williamson County, Texas.
- 13. Both Parties agree that the other Party or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this ILA, have access to and the right to examine and photocopy any and all books, documents, papers and records of the other Party which are directly pertinent to the services to be performed under this ILA by such other Party for the purposes of making audits, examinations, excerpts, and transcriptions. The Parties agree that the other Party shall have access during normal working hours to all necessary facilities and shall

be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The Party performing the audit shall give the other Party reasonable advance notice of intended audits.

- 14. The Effective Date of this ILA shall be on the date the last Party signs this ILA.
- 15. Each Party, in the performance of this ILA, 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 ILA by their officers thereunto duly authorized.

Ву		
_ ,	Bill Gravell, County Judge	

CITY OF GRANGER, TEXAS

WILLIAMSON COUNTY

Monica Stojanik, Mayor

### APPENDIX A

### Scope of Services

Water Line Improvements: A new 12-inch water line will be installed along Walnut Street, Granger, Texas from the elevated storage tank to the east side of SH95 and will connect to an existing 6-inch water line. The 12-inch water line will continue east along Walnut Road to Granger Street, then north on Granger Street to Oak Street, then east on Oak Street and tie into an existing 12-inch water line from the new Granger ISD High School campus. The water line installation will include all fittings, valves, steel encasement pipe, fire hydrants, service connections, and connections to existing water lines.

Wastewater: A new influent lift station will be installed at the Granger wastewater treatment plant site and a new influent wastewater lines will be installed to direct wastewater flows to the new lift station. The new influent lift station will allow future influent lines to be installed at a greater depth, which will eliminate aerial creek crossings. The existing influent line into the wastewater treatment plant is approximately 6-inches deep and requires additional soil to be added to keep the pipe covered. The new influent lift station will be designed to facilitate a proposed new wastewater treatment facility that will be constructed at the existing plant site and will be funded through the United States Department of Agriculture (USDA) Rural Development (RuD) fund and is expected to begin design in fall of 2025. The new lift station and collection lines will eliminate the existing shallow influent line and eliminate the aerial creek crossings.





## APPENDIX B Program or Project Budget/Allowable Expenses



### CITY OF GRANGER

## 2024 12-INCH WATER LINE IMPROVEMENTS OPINION OF PROBABLE CONSTRUCTION COSTS

item Number	Discription		Est. Oty Unit Co		Unit Cost	Total Cost					
12-INCH WATER LINE - ALTERNTE 2 (N GRANGER / EAST OAK)*											
1	MORILIZATION	LS	1	\$	41,000.00	5	41,600.0				
2	ROW PREP AND EROSION CONTROL	LŞ	1	S	16,000.00	\$	16,000.0				
3	2" PVC SCH 80	LF	65	\$	40.00	\$	2,600.6				
4	3" PVC SCH 80	L\$	15	5	58.00	\$	8707				
5	12" PVC C900 DR 18	LF.	2,350	\$	165.00	\$	387,750				
5	12" MJ GATE VALVE	EA	13	\$	7,000.00	\$	91,000				
7	12" M) TEE	EA	8	\$	1,600.00	\$	12,800				
8	12" MJ 45" BEND	EA	12	\$	968.00	\$	11,856				
9	12" MJ 22.5" BEND	ĘĄ	2	\$	945.00	\$	1,890.				
10	12" M) 11.25" BEND	ËA	2	\$	900.00	\$	1,800.				
11	12" x4" MI REDUCER	£A	2	\$	745.00	5	1,490.				
12	12" x 6" NU REDUCER	EA	1	\$	625.00	\$	625.				
13	12" x 8" MJ REDUCER	EA	5	\$	670.00	\$	3,350.				
14	12° MJ CAP	EA	£	\$	475.00	\$	475.				
15	CONNECT TO 2" WATER UNE	EA	5	\$	527.00	\$	2,63\$				
16	COMMECT TO 3" WATER LINE	EA	I	\$	745.00	\$	745				
17	CONNECT TO 6' WATER LINE	EA	1	\$	4,500.00	\$	4,500.				
-18	CONNECT TO 8" WATER LINE	ÉA	3	\$	4,700,00	\$	4,700				
19	ABANDON 1" WATER LINE	EA	2	\$	1,400.00	\$	2,800				
20	ABANDON 2" WATER LINE	A3	3	\$	1,400.00	\$	4,200				
21	ABANDON 3" WATER LINE	EΑ	1	5	1,400.00	\$	1,400				
22	ABANDON 6' WATER LINE	EA	3	\$	1,400.00	\$	4,200				
29	ABANDON 8" WATER LINE	EA.	1	5	4,000.00	\$	4,000				
24	CONCRETE ENCASEMENT	LF	100	Ş	83.00	\$	8,300				
2.5	RECONNECT WATER SERVICE	A3	3	\$	530.00	\$	1,590				
-26	EXTEND WATER SERVICE	EA	15	5	1,650.00	\$	24,750				
27	REPLACE ASPHALT ROADWAY	\$1	2,450	5	121.00	\$	296,450				
28	REPLACE CONCRETE VALLEY	SY	25	ŝ	270.00	\$	6,750				
29	REPLACE CONCRETE CURB	LF	70	\$	155.00	\$	10,850				
-30	DISINFECTION AND PRESSURE TESTING	گا	I	\$	6,200.00	\$	6,200				
31	FINAL GRADING	54	120	5	21.00	\$	2,520				
32	GRANGER ISD FIRE WATCH	ĹŠ	1	11.5	75,000.00	\$	75,000				

\* Base Bid and Alternate 1 are being constructed using 2023 CDBG funds and Williamson County ARPA Funds

BASE BID: \$ 584,738.00

ALTERNATÉ 1 BID: \$ 165,574.00

2023 CDBG WATER FUNDING: \$ 298,925.00

WILLIAMSON COUNTY ARPA FUNDING: \$ 500,000.00

ALTERNATE 2 BUDGET: \$

1,035,096.00



### CITY OF GRANGER

### 2024 WWTP LIFT STATION AND WASTEWATER LINE

OPINION OF PROBABLE CONSTRUCTION COSTS

ltem lumber	Description	Unit	Est. Qty		Unit Cost		Total Cost
	WAS	STEWATER LINE	É				
1	MOSILIZATION	Ł.5.	1	\$	16,000.00	\$	16,000.00
2	HOW PREP AND EROSION CONTROL	STA.	12	\$	4,000.00	\$	48,000.00
3	12" PVC SOR 26 GRAVITY LINE	ŁF.	650	\$	110.00	\$	71,500.0
4	15" PVC SDR 26 GRAVITY LINE	LF.	1,800	\$	140.00	\$	252,000.0
S	4-FT DIAMETER MANHOLES	EA.	10	\$	7,500:00	\$	75,000.0
6	WASTEWATER SERVICE COMMECTIONS	EA.	5	\$	6,500:00	\$	32,500.0
7	24" STEEL ENCASEMENT PIPE BY BORE	E.F.	130	\$	800:00	\$	104,000.0
8	REMOVE AND REPLACE ASPHALT	\$.Y.	230	\$	55,00	\$	12,650.0
9	REMOVE AND REPLACE GRAVEL	5.Y.	350	\$	20.00	\$	7,000,0
10	MISC REPAIRS (MAILBOX, FEWER, ETC)	£.5.	1	\$	8,000.00	\$	8,000.0
11	TOP SOIL AND HYDROMULCH	S.Y.	1,700	\$	5,00	\$	6,000.6
12	SWIPPE	L.S.	1	\$	5,000.00	\$	5,000,0
13	TRENCH SAFETY PLAN	£.\$.	1	\$	3,500.00	\$	3,500.4
14	TESTING PER CITY OF GRANGER	Ł.S.	1	\$	3,500.00	\$	3,500.
				8	ASE BUDGET:	\$	644,650.6
			ENGINE	ERING	/SURVEYING:	\$	56,200
		202	1 CDBG WAS	TEWAT	ER FUNDING:	\$	344,050.
			BALANCE REMAINING:			\$	356,800.0
	ww	TP LIFT STATIO	N				
1	MOBILIZATION	£.\$.	1	5	24,000,00	\$	24,000.
2	ROW PREP AND EROSION CONTROL	15	1	\$	25,000.00	\$	25,000.
3	ACCESS DRIVE (GRAYEL)	SY	150	5	25.00	\$-	3,750.
4	18" PVC SOR 26 GRAVITY UNE	£.F.	50	\$	140.00	Ś	7,000.
5	CONCRETE WET WELL (10-FT X 10-FT X 30-FT)	L5	1	\$	465,000.00	\$	465,000.
5	WET WELL PUMP RAILS	EA.	6	\$	6,500.00	\$	39,000.
7	PUMPS	EA,	2	S	56,000.00	\$	112,000.
8	PUMP CONTROLS	L\$	1	\$	58,000.00	5	58,000.
9	ELECTRICAL SERVICE	L.S.	í	Ś	32,000.00	\$	32,000
10	SECURITY FENCE AND GATE	ts	1	\$	18,500.00	\$	18,500.
11	SWPPP	LS.	1	5	5,000.00	\$	5,000.
12.	TRENCH SAFETY PLAN	LS.	1	ş.	3,500.00	\$	3,500
13	TESTING PER CITY OF GRANGER	L\$	r	5	3,500.00	\$	3,500
			BASE BUDGET:				796,250.
			ENGINEERING/SURVEYING:				148,700.
		4					
		20	17 CDBG UFT	STATI	ON FUNDING:	\$	294,350.