

**INTERLOCAL AGREEMENT REGARDING
THE EXTENSION OF WATER SYSTEM IMPROVEMENTS
AS A PART OF THE COUNTY'S LIBERTY HILL BYPASS PROJECT

RELATED TO THE ADULT PROBATION CENTER WATER LINE**

THE STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

§

§

THIS INTERLOCAL AGREEMENT REGARDING THE EXTENSION OF WATER SYSTEM IMPROVEMENTS ("Agreement") is entered into between the City of Liberty Hill, Texas (the "**City**"), a Texas home-rule municipality, and Williamson County, Texas, 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 designing and constructing improvements to Liberty Hill Bypass, including near the Williamson County Adult Probation Center, the location of which is shown on Exhibit "A", attached hereto (the "**County Project**"); and

WHEREAS, some of the proposed County Project improvements include the construction and extension of water utilities ("**Improvements**") within existing or proposed public rights-of-way to areas in which the City's water system is or will be located as shown in Exhibit "B" attached hereto to serve the Williamson County Adult Probation Center; 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.
GENERAL STATEMENT**

1.01 General. The purpose of this Agreement is to provide for the County's construction and installation of the Improvements, prior rights for future relocations of such Improvements, and the City's maintenance of the Improvements after the completion of the construction.

1.02 Prior Rights for Future Relocations. Should the County or its successors require the relocation of the Improvements constructed by this Agreement of the type and within the limits identified in Exhibit B, the County shall, at its own expense, be responsible for all costs associated with said in-kind relocation within the public rights-of-way, as may be expanded in the future. No later than sixty (60) days after the City's acceptance of the completed Improvements, the County shall execute and record a document, in a form mutually agreeable to the Parties, conveying to the City the such prior rights for relocations for the Improvements, as provided for in this section. The obligations of this section survive any termination of this Agreement.

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

II. DESIGN AND CONSTRUCTION OF THE IMPROVEMENTS

2.01 County Obligations. The County shall be responsible for the engineering for the preliminary design and final design, and for the construction of the Improvements. Improvements shall be designed and constructed in compliance with the City of Liberty Hill's standard utility specifications and construction requirements. The plans for the Improvements, and any amendments or change orders to such plans, will be provided to the City for review, comment, and approval prior to construction to ensure compliance with the City's standards. The County shall provide the City with final as-built plans of the Improvements at the completion of the construction. The County shall ensure that the design for the Improvements includes the following:

Construction of 1,330 linear feet of a 6" water main, with associated valves, appurtenances, and service connections.

2.02 Maintenance. After the completion of the construction of the Improvements, the City's inspection, and the City's notice of written acceptance of the Improvements as compliant with the approved plans and City standards, the City shall own and maintain the Improvements without need of formal conveyance. Upon the City's acceptance, the County shall provide the City with copies of all documents related to the Improvements, including but not limited to: approved construction plans and specifications; final contracts and amendments, if any; approved change orders, if any; as-built drawings or surveys; applicable warranties and performance and maintenance bonds.

2.03 Inspection. The City shall inspect the Improvements during construction and upon completion, prior to the City's acceptance. If the City's inspectors determine that the construction of the Improvements by the County is not in accordance with the approved plans, and upon receipt of such notification from the City, the County shall cease construction until the deficiency can be identified and a corrective plan of construction implemented with the agreement of the City.

2.04 Insurance, Bonds, Warranties. The County shall require the contractor for the County Project to name the City as an additional insured on any policies related to the County Project. The County shall require the contractor to provide performance bonds, payment bonds, and a minimum of a one-year maintenance bond in favor of the City for the Improvements in amounts satisfactory to City. The County shall transfer and provide originals or copies of any warranties, performance, payment, and maintenance bonds for the Improvements to the City upon final completion and the City's acceptance of the Improvements. If the City identifies defects in the Improvements during a construction contractor's applicable warranty or performance or maintenance bond period, the County represents and agrees that its engineer for the County Project shall cooperate with the City in providing documentation, clarifications, and review of the identified construction defect to the same extent as the engineer would for the County under the engineer's scope of work for the County Project during such warranty period.

2.05 Construction Permits. The County and/or its contractor or agents shall be solely responsible for obtaining all regulatory permits or other approvals that are required to carry out construction of the Improvements in accordance with the Plans, however, the City shall promptly provide any reasonable assistance or information, at no cost to City, requested to assist with any permit submission process.

III. DISPUTES

3.01 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.

3.02 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 agree that after providing notice and an opportunity to cure in accordance with Section 3.01 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 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.

3.03 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.

**IV.
GENERAL PROVISIONS**

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

4.02 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of construction and the last expiration of any applicable contractor's warranty or performance or maintenance bond related to the Improvements.

4.03 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.

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

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

4.06 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 the Plans.

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

4.08 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.

4.09 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 fax machine; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

CITY:	City of Liberty Hill 926 Main Street Liberty Hill, Texas 78642 Attn: City Manager Telephone: 512-778-5449
COUNTY:	Williamson County 710 Main Street, Suite 101 Georgetown, Texas 78626 Attn: County Judge Telephone: (512) 943-1577

4.10 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.

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

Exhibit A: Liberty Hill Bypass Location

Exhibit B: Waterline Location

(SIGNATURES ON THE FOLLOWING PAGE)

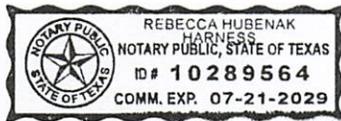
CITY OF LIBERTY HILL, TEXAS

By: Crystal Mancilla
Crystal Mancilla, Mayor

ATTEST:
By: Elaine Simpson
Elaine Simpson, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this 20th day of August, 2025, by Crystal Mancilla, a Texas home-rule city, on behalf of said city.



Rebecca Hubenak
Notary Public, State of Texas

WILLIAMSON COUNTY, TEXAS

By: _____
Steven Snell, 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 _____, 2025, by Steven Snell, County Judge of Williamson County, Texas, on behalf of said County.

Notary Public, State of Texas

EXHIBIT A

REV	NO.	REVISION DESCRIPTION	APPROVED BY	DATE

Cobbendley
 9600 N. MARSHAL STREET, SUITE 1000
 ALLEN, TEXAS 75015
 WWW.COBBERNDLEY.COM
 512.308.1443 FAX 512.308.1727

KEY MAP
 LIBERTY HILL BYPASS
 LIBERTY HILL, TEXAS



DESIGNED BY: RACHAEL KIRTON
 CHECKED BY: E. PRINCE
 DATE: 3/27/2025

SHEET
 C-005

2025-9-CON

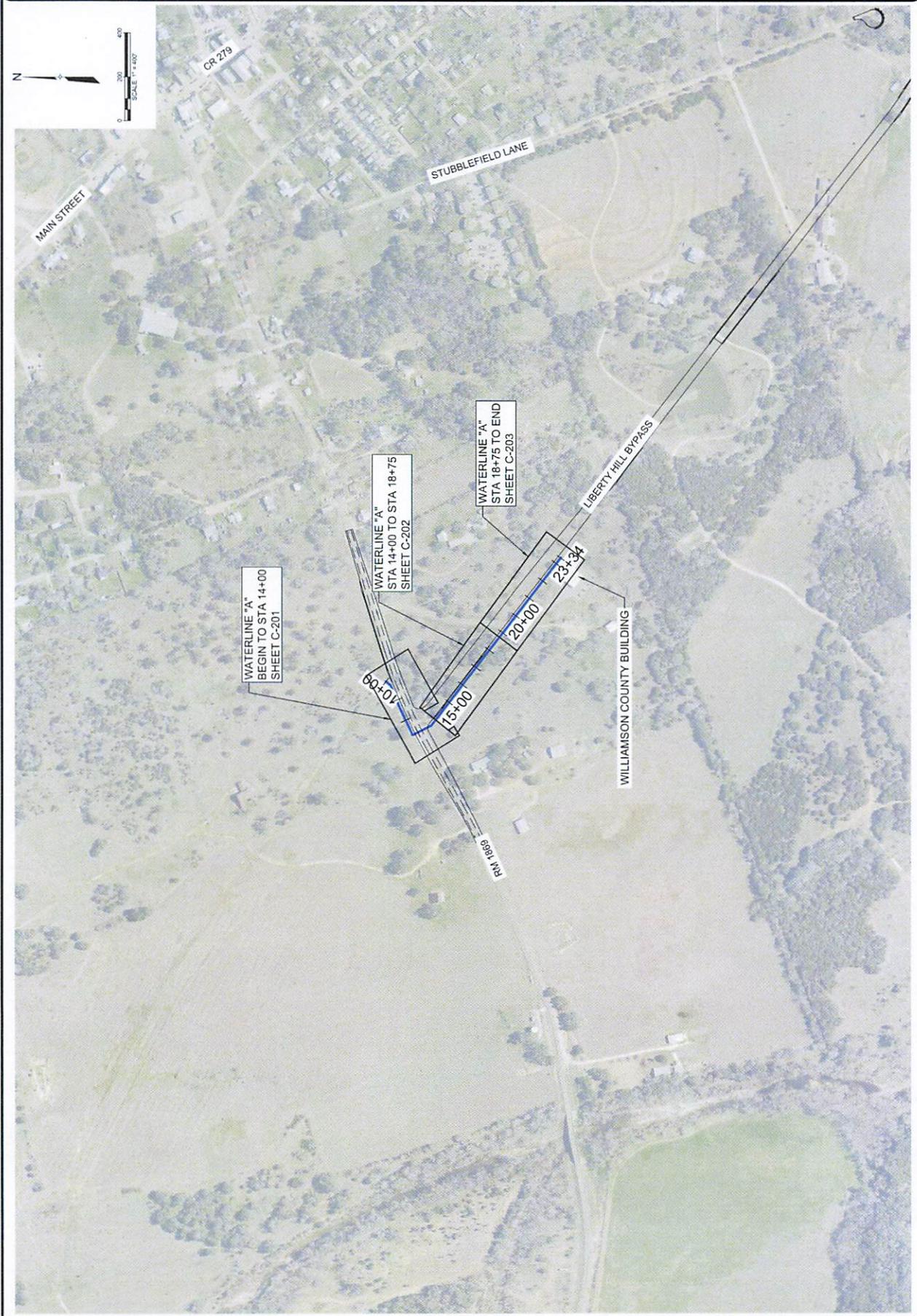
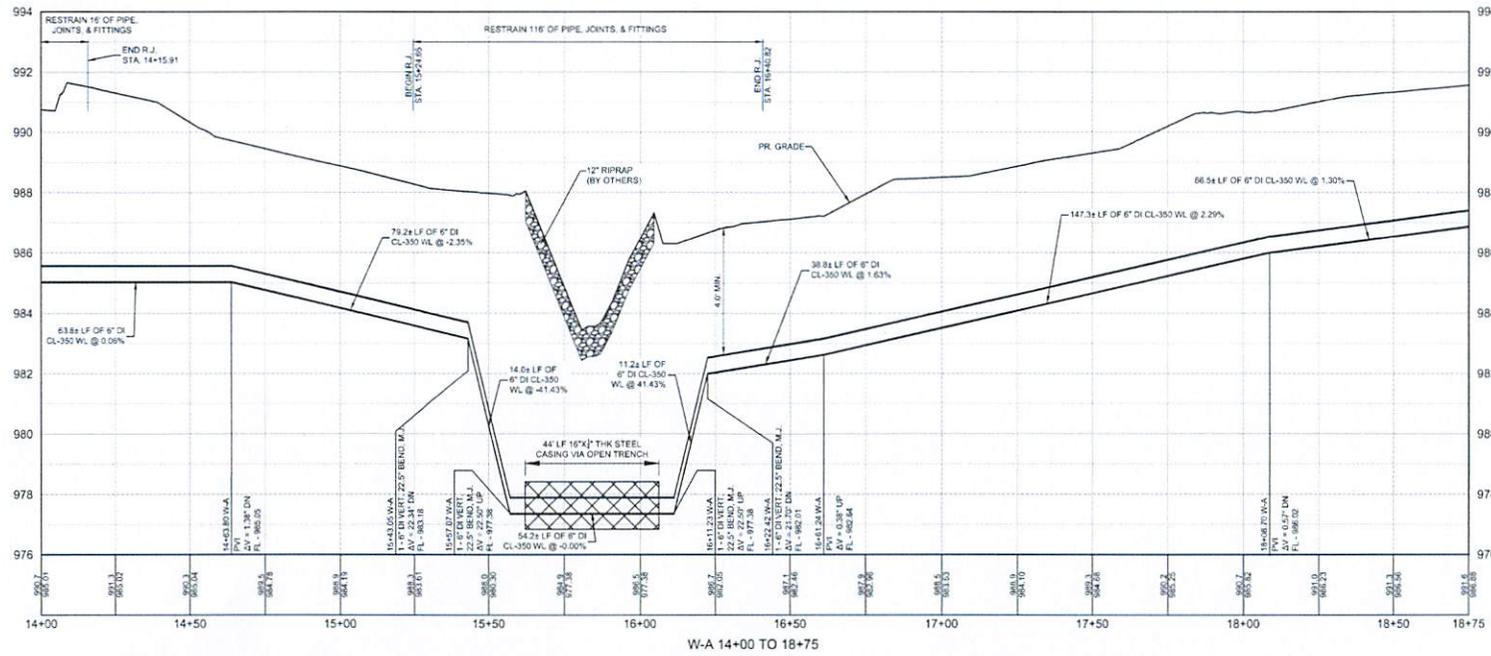
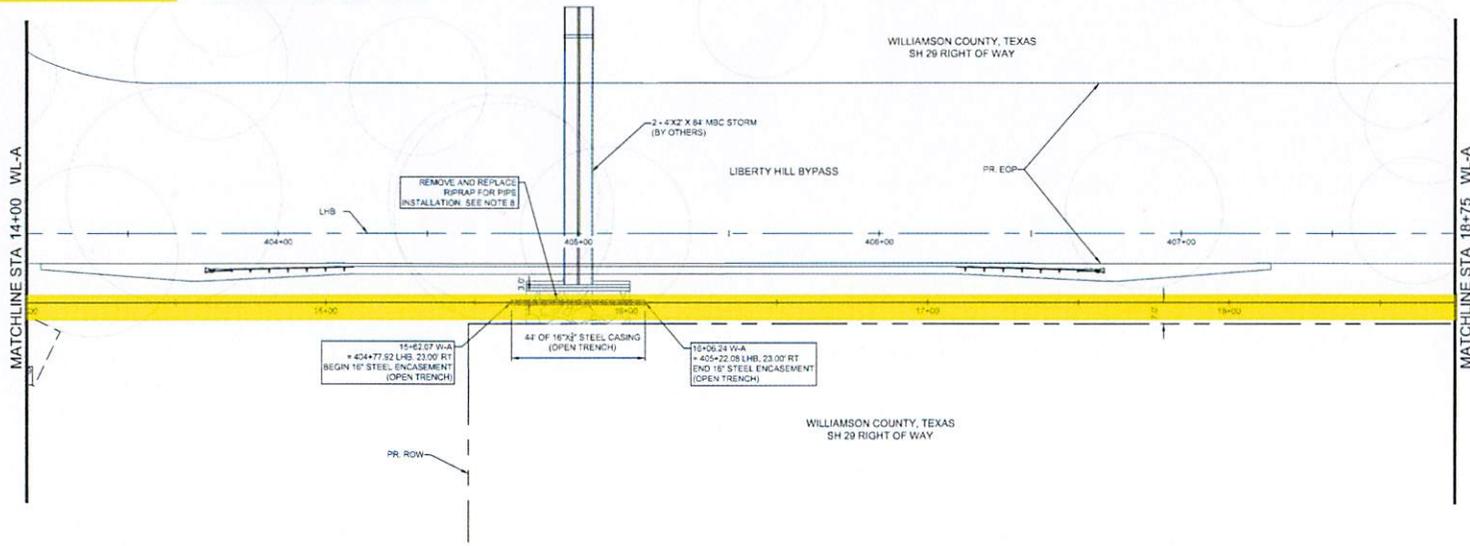


EXHIBIT B

Date: Info: G:\CFA\2014\1030801 - Williamson County, 2015, Road_Band\WVA\37_Liberty\lib-Bypass\DESIGN\WFA-C-NP-WATE-WOL.dwg - Tab: PWP (2) - Plotted: J/27/2025 9:57 AM By: RACHAEL NEWTON

WL eligible for prior rights



LEGEND

---	EX. RIGHT-OF-WAY
---	PR. RIGHT-OF-WAY
---	TEMP. CONST. ESMT.
---	EX. 6\"/>

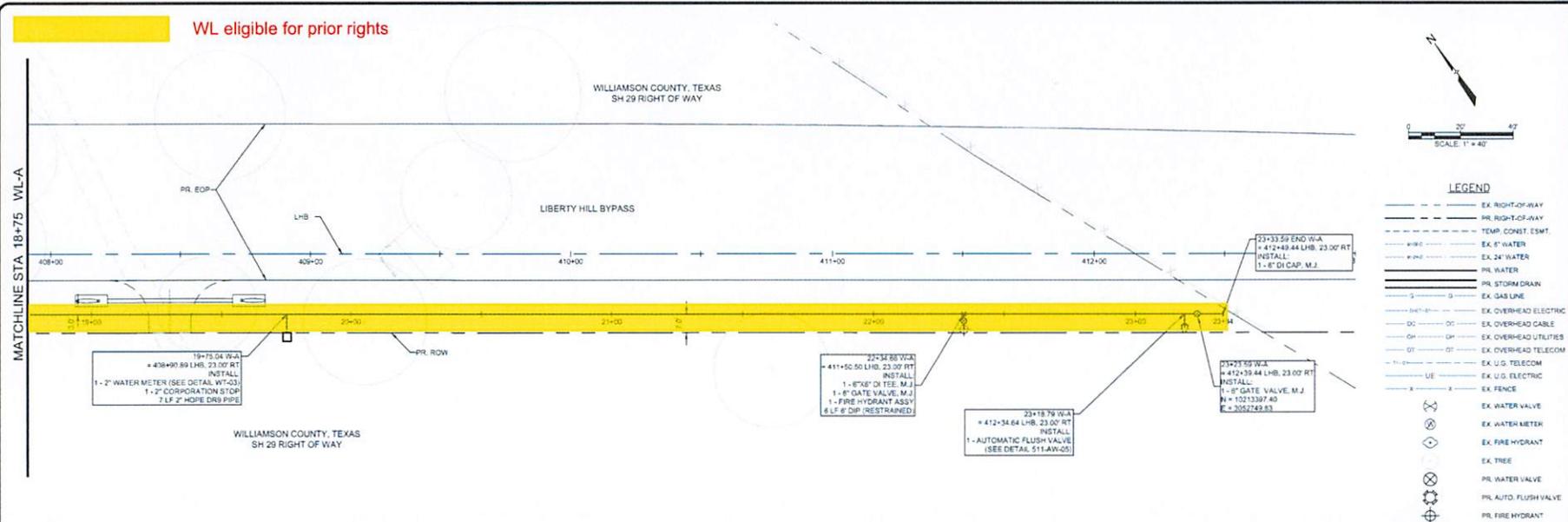
- GENERAL NOTES**
1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES THAT MIGHT BE OCCASIONED BY THE FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. WHEN THE CONTRACTOR IS USING TRENCHLESS INSTALLATION METHODS, THE CONTRACTOR SHALL LOCATE ALL UTILITIES FOR THE ENTIRE LENGTH OF THE INSTALLATION PRIOR TO ANY ACTIVITIES.
 2. CONTRACTOR TO GIVE THE CITY OF LIBERTY HILL A MINIMUM OF TWO WEEKS NOTICE FOR ALL WATERLINE SHUTDOWNS.
 3. EXISTING WATER SERVICE LINES AND METERS ARE TO BE PROTECTED AND REMAIN IN SERVICE UNTIL NEW SERVICE LINES ARE CONSTRUCTED. TESTED, APPROVED AND RECONNECTED AND IN SERVICE.
 4. TRAFFIC CONTROL IS NOT COVERED IN THE UTILITY BID ITEMS AND ARE INCLUDED IN THE ROADWAY P.M.A. REF. TO ROADWAY PLANS FOR TRAFFIC CONTROL PLAN.
 5. THERE ARE TREES WITHIN THE PROJECT LIMITS. THE CONTRACTOR IS TO PROTECT THE TREE ROOT ZONES DURING CONSTRUCTION. TREE REMOVAL AND REQUIRED MITIGATION ARE NOT COVERED IN THE UTILITY BID ITEMS AND ARE INCLUDED IN THE ROADWAY P.M.A.
 6. REMOVAL AND REPLACEMENT OF FENCES AND GATES ON PROPERTY DUE TO WATER ADJUSTMENTS SHALL BE SUBSIDIARY TO COST OF PIPE INSTALLATION.
 7. CONTRACTOR SHALL VERIFY FIELD CONDITIONS PRIOR TO CONSTRUCTION. ANY DISCREPANCIES FROM WHAT IS SHOWN SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER.
 8. REMOVAL AND REPLACEMENT OF RIPRAP, PAVEMENT, CURBS, AND CULVERT IS WHERE WATER LINE INSTALLATIONS ARE SHALL BE SUBSIDIARY TO THE COST OF THE PIPE.

1011.7	EXISTING GRADE
1008.79	FLOW LINE OF PIPE
PROFILE SCALE	
1"=40' HORIZ.	
1"=4' VERT.	

<p>APPROVED BY: _____ DATE: _____</p> <p>REVISION DESCRIPTION: _____</p>	<p>PROJECT NO. 1903.009.28 DESIGNER R. NEWTON CHECKER L. PRINCE APPROVAL H. NEWTON DATE 3/7/2025</p>
<p>WATERLINE "A" - STA. 14+00 TO STA. 18+75 PLAN AND PROFILE</p> <p>LIBERTY HILL BYPASS LIBERTY HILL, TEXAS</p>	
<p>PROJ. NO. 1903.009.28 DESIGNER R. NEWTON CHECKER L. PRINCE APPROVAL H. NEWTON DATE 3/7/2025</p>	
<p>STATE OF TEXAS 154023 HOPE M. NEWTON 03/07/2025</p>	
<p>SHEET C-202</p>	

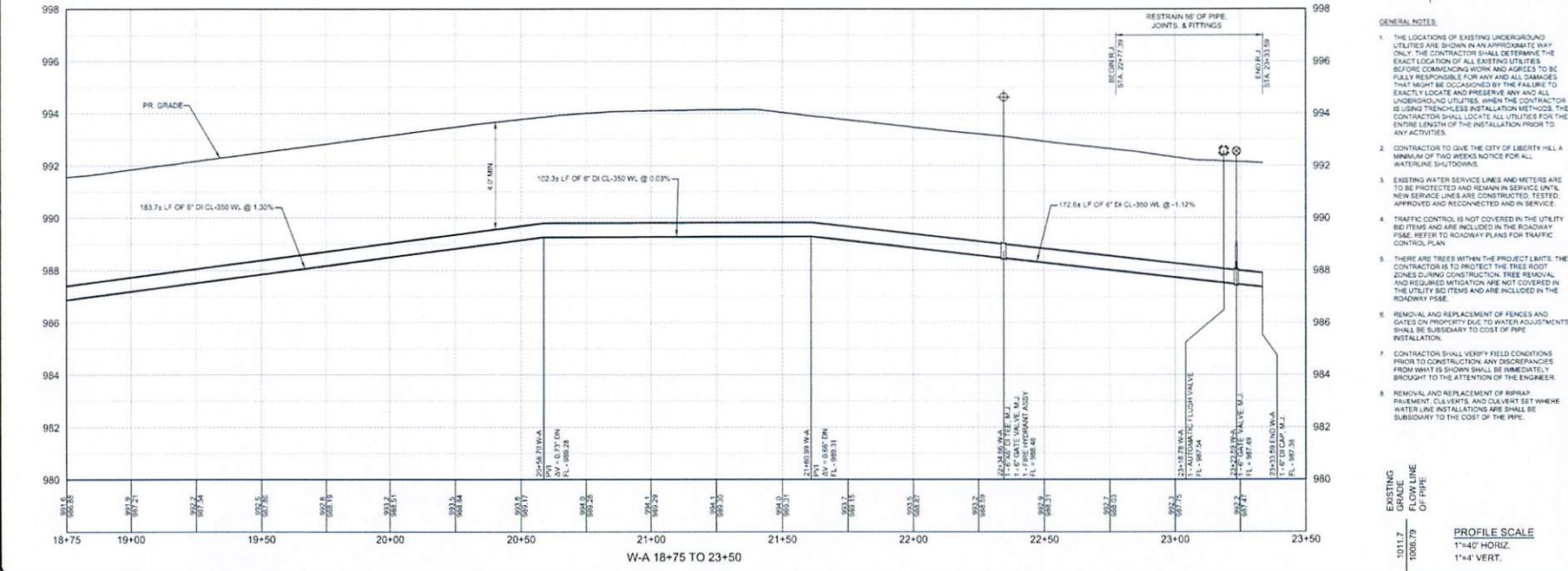
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WL eligible for prior rights



LEGEND

---	EX. RIGHT-OF-WAY
---	PR. RIGHT-OF-WAY
---	TEMP. CONST. ESMT.
---	EX. 6" WATER
---	EX. 24" WATER
---	PR. WATER
---	PR. STORM DRAIN
---	EX. GAS LINE
---	EX. OVERHEAD ELECTRIC
---	EX. OVERHEAD CABLE
---	EX. OVERHEAD UTILITIES
---	EX. U.S. TELECOM
---	EX. U.S. ELECTRIC
---	EX. FENCE
---	EX. WATER VALVE
---	EX. WATER METER
---	EX. FIRE HYDRANT
---	EX. TREE
---	PR. WATER VALVE
---	PR. AUTO. FLUSH VALVE
---	PR. FIRE HYDRANT



- GENERAL NOTES:**
- THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES THAT MIGHT BE OCCASIONED BY THE FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. WHEN THE CONTRACTOR IS USING TRENCHLESS INSTALLATION METHODS, THE CONTRACTOR SHALL LOCATE ALL UTILITIES FOR THE ENTIRE LENGTH OF THE INSTALLATION PRIOR TO ANY ACTIVITIES.
 - CONTRACTOR TO GIVE THE CITY OF LIBERTY HILL A MINIMUM OF TWO WEEKS NOTICE FOR ALL WATERLINE SPLITS/WORKS.
 - EXISTING WATER SERVICE LINES AND METERS ARE TO BE PROTECTED AND REMAIN IN SERVICE UNTIL NEW SERVICE LINES ARE CONSTRUCTED, TESTED, APPROVED AND RECONNECTED AND IN SERVICE.
 - TRAFFIC CONTROL IS NOT COVERED IN THE UTILITY BID ITEMS AND ARE INCLUDED IN THE ROADWAY PISE. REFER TO ROADWAY PLANS FOR TRAFFIC CONTROL PLAN.
 - THERE ARE TREES WITHIN THE PROJECT LIMITS. THE CONTRACTOR IS TO PROTECT THE TREE ROOT ZONES DURING CONSTRUCTION. TREE REMOVAL AND REQUIRED MITIGATION ARE NOT COVERED IN THE UTILITY BID ITEMS AND ARE INCLUDED IN THE ROADWAY PISE.
 - REMOVAL AND REPLACEMENT OF FENCES AND GATES ON PROPERTY DUE TO WATER ADJUSTMENTS SHALL BE SUBSIDIARY TO COST OF PIPE INSTALLATION.
 - CONTRACTOR SHALL VERIFY FIELD CONDITIONS PRIOR TO CONSTRUCTION. ANY DISCREPANCIES FROM WHAT IS SHOWN SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER.
 - REMOVAL AND REPLACEMENT OF RR/PAR PALEMENT, CULVERTS AND CURB/SEW SET WHERE WATER LINE INSTALLATIONS ARE SHALL BE SUBSIDIARY TO THE COST OF THE PIPE.

EXISTING GRADE FLOW LINE OF PIPE
 1011.7
 1008.79
 PROFILE SCALE
 1"=40' HORIZ.
 1"=4' VERT.

REV. NO. REVISION DESCRIPTION APPROVED BY DATE		 PROJECT NO. 17297 / 1803663 / 1004010 DESIGN / LIBERTY HILL, TEXAS 77901 5100 WWW.COBBFENDLEY.COM	WATERLINE "A" - STA. 18+75 TO END PLAN AND PROFILE LIBERTY HILL BYPASS LIBERTY HILL, TEXAS	 PREPARED BY: R. NEWTON DESIGN: R. NEWTON CHECK: L. PRINCE DATE: 03/20/25	 SHEET C-203
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