

**INTERLOCAL AGREEMENT
BETWEEN
WILLIAMSON COUNTY, TEXAS
AND
THE CITY OF GRANGER, TEXAS**

THIS INTERLOCAL (the "Agreement") is made and entered into 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 herein as the "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 the governmental functions and for the joint use of the facilities 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 County is considering the installation of a storage and supporting equipment at the discharge point of the Granger Wastewater Treatment Plant ("Plant") that would allow both the City and the County to use treated effluent for road construction, irrigation, and other uses effluent can be used ("Storage Tank"); and

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

I. TERMS AND CONDITIONS

1. The County hereby agrees to perform or cause to be performed all necessary and appropriate engineering, design and construction of the Storage Tank. The County shall design and construct the Storage Tank using plans previously approved by the City and which construction shall be in accordance with the supervision and approval of the City. The County shall pay all costs, fees, and expenses for the construction, installation and maintenance of the Storage Tank.

2. As consideration for the construction of the Storage Tank by the County, the City will allow the County access to the Storage Tank allowing the County to obtain effluent water from the Storage Tank when required by the County. County access shall be limited only to the Storage Tank by routes approved by the City and the County shall not have access to the fenced area of the Plant. At no expense to the City, the City will cause the completion of any local, state, or federal permitting for the use of the storage facility or of the treated effluent.

3. As a condition precedent and subsequent to this Agreement, the County shall obtain all permits, licenses, and approvals, both State and Federal, necessary to construct and use the Storage Tank and the effluent water. It is further a warranty, convenient and condition to this Agreement that the County shall comply with the terms and conditions found in 30 TAC 210 and any other applicable laws, rules, and regulations. The City shall cooperate with the County in obtaining permits and licenses in the County name but at no cost to the City. The City may terminate this Agreement if the County fails to comply.

4. This Agreement will extend to the thirtieth (30th) anniversary date of the date shown herein below. After the thirtieth anniversary date, this Agreement shall renew for an additional ten (10) years unless either party terminates this agreement during such additional ten (10) year term by providing thirty days notice in writing. Upon termination, the County will have ninety (90) days to salvage County owned equipment excluding the underground tanks. After ninety (90) days, any remaining equipment shall transfer ownership from the County to the City.

5. In addition to the County's agreement to construct the pump facility and as further consideration for the use of and access to the pump facility and treated effluent, the County agrees to reconstruct approximately 300 feet of North Brazos Lane from West Walnut Street to the Oncor electric substation. The reconstruction of this portion of road shall be completed pursuant to standard Williamson County protocol.

6. The City shall be entitled to fill its water trucks using the Storage Tank if the City desires to use the effluent water. The Parties agree to cooperate with one another in the use of the effluent water and neither party's use of the effluent water shall preclude the other party's ability to use such water.

II. MISCELLANEOUS

1. Severability. The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State or the United States, the parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.

2. Prior Agreements. The parties understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any party hereto of its officers, employees or other agents to induce execution of this Agreement.

3. Execution. This Agreement may be simultaneously executed in any number of counterparts, each of which will serve as an original and will constitute one and the same instrument.

4. Governing Law. This Agreement will be governed by the Constitution and laws of the State of Texas.

5. Successors and Assigns. The assignment of this Agreement by either Party is prohibited without the prior written consent of the other Party.

6. Headings. The captions and headings appearing in this Agreement are inserted merely to facilitate reference and will have no bearing upon its interpretation.

7. Waiver. Any waiver by any party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.

8. Amendments. This Agreement may be amended or modified only by written agreement duly authorized and executed by the duly authorized representatives of the Parties.

9. Cooperation. Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

10. Venue. All obligations of the Parties are performable in Williamson County, Texas and venue for any action arising hereunder will be in Williamson County.

11. Third Party Beneficiaries. Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties, any rights, benefits, or remedies under or by reason of this Agreement.

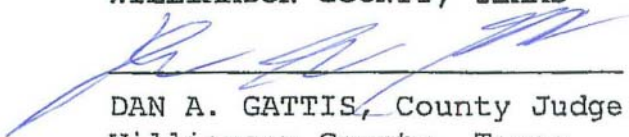
12. Representations. Unless otherwise expressly provided, the representations, warranties, covenants and other agreements will be deemed to be material and continuing, will not be merged, and will survive the termination or expiration of this Agreement.

14. Exhibits. All exhibits attached to this Agreement are hereby incorporated in this Agreement as if the same were set forth in full in the body of this Agreement.

15. Entire Agreement. This Agreement, including any attached exhibits, contains the entire agreement between the Parties with respect to the subject matter and supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties with respect to such matters.

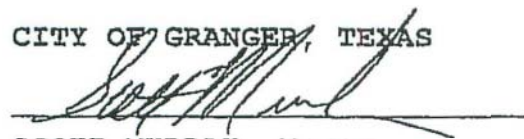
IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be signed, sealed and attested in duplicate by their duly authorized officers, to be effective as of the ____ day of _____, 20____.

WILLIAMSON COUNTY, TEXAS



DAN A. GATTIS, County Judge
Williamson County, Texas

CITY OF GRANGER, TEXAS



SCOTT MURRAH, Mayor
City of Granger, Texas

ATTEST:



Assistant City Administrator
City of Granger, Texas