

**INTERLOCAL AGREEMENT
FOR COMPLETING DESIGN SERVICES AND CONSTRUCTION
RELATED TO RELOCATION OF HUTTO WATER LINE IMPROVEMENTS
ALONG COUNTY ROAD 404**

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 Hutto, 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 in the process of re-aligning CR 404 (the “County Project”); and

WHEREAS, a portion of the existing CR 404 includes an 16” City of Hutto Transmission Water Line (the “Waterline”) located within the current CR 404 right-of-way; and

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

WHEREAS, the City desires to cooperate with the County to facilitate the construction of the County Project and the Waterline Relocation; 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, based on the terms and conditions as stated herein.

1.02 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 WATERLINE RELOCATION

2.01 County Obligations. The County shall be responsible for all the costs related to the preliminary and final design, construction bidding, project management and construction of the Waterline Relocation. The Waterline Relocation will be bid and constructed concurrently with, or prior to, the County Project, with construction to be complete by December 30, 2022. The City agrees that the unobligated balance available to the City, if approved by the Commissioners Court, from the County Solid Waste Landfill Fund named “WM City of Hutto and Hutto ISD” and the City’s share of future grants from said Fund may be retained by the County to offset costs related to the Waterline Relocation.

2.02 Construction Plans. The County will submit the plans and specifications related to the Waterline Relocation to the City for its review and approval prior to contract award. Any changes or modifications to the plans will be submitted to the City for review and approval prior to commencing construction. The Waterline Project requires the replacement of an existing 16” waterline with a new 24” High Density Polyethylene waterline and associated appurtenances. The approximate location of the new CR 404 is as shown on Exhibit “A”, attached hereto.

2.03 Inspection, Testing, and Maintenance. The City shall inspect the Waterline Relocation during construction and perform any required testing. 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. After acceptance, the City shall own and operate the Waterline.

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

2.05 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 Waterline Relocation. The County shall require the contractor to provide performance bonds, payment bonds and maintenance bonds in favor of the City for the Waterline Relocation in amounts satisfactory to the City. The County shall transfer any warranties for the Waterline Relocation to the City upon final completion and acceptance of the project.

2.06 Easements. The City’s Waterline will be relocated into new easements granted to Hutto at the approximate location shown on Exhibit “A”, which shall be adjacent to CR 404, FM 973 and the future county road.

2.07 City Obligations. The City shall have no financial obligations regarding the Waterline Relocation. However, if the City receives any federal, state or county grants for the Waterline Relocation, the City will remit to the County all grant payments received within three

(3) months receipt of said grant or grants. After acceptance by the City, the City will assume responsibility for the ownership and operation of the Waterline.

2.08 Southeast Loop. The County is in the process of designing Segment 2 of the Southeast Loop, running from US 79 to SH 130. The City has previously granted permission for the County to construct Segment 3 of the Southeast Loop. The City grants permission to the County to construct Segment 2 of the Southeast Loop, including the right to exercise eminent domain to acquire right-of-way. After City acceptance, the City will maintain all portions of the Southeast Loop within the Hutto city limits. County and City remain committed to the construction of the Southeast Loop, including the development of wastewater infrastructure within the Southeast Loop right of way.

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 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.

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 the Waterline Relocation and acceptance of the public improvements by Georgetown.

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 current revenues or other funds lawfully 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.

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.

4.8 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.

4.9 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:

HUTTO: City Manager
500 West Live Oak
Hutto, Texas
Telephone: (512) 759-4015
Facsimile: (512) 846-2653

COUNTY: 710 S. Main Street, Georgetown, Texas 78626
Attn: William Gravell, Jr., County Judge
Telephone: (512) 943-1550
Facsimile: (512) 943-1662

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.

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

(SIGNATURES ON FOLLOWING PAGE)

CITY OF HUTTO, TEXAS

By: _____
Michael Snyder, Mayor

ATTEST:

By: _____
_____, _____ City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2022, by Michael Snyder as Mayor of the City of Hutto, a Texas home-rule city, on behalf of said city.

Notary Public, State of Texas

WILLIAMSON COUNTY, TEXAS

By: _____
Bill 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 _____, 2022, by Bill Gravell, Jr., County Judge of Williamson County, Texas, on behalf of said County.

Notary Public, State of Texas