

**WATERLINE IMPROVEMENT EASEMENT  
INTERLOCAL COOPERATION AGREEMENT  
CITY OF PFLUGERVILLE AND PFLUGERVILLE ISD**

This Agreement is made and entered into by and between The City of Pflugerville, Texas, (“City”), and Pflugerville ISD (“PISD”), hereinafter collectively referred to as the “Parties”, upon the premises and for the consideration stated herein.

**RECITALS**

WHEREAS the City and the PISD desire to cooperate in the water line improvement project near Parkcrest Middle School; and

WHEREAS, it would benefit both the City and PISD to construct a 16” Water Transmission main (“the Project”) resulting in an increased supply and reliability of potable water for the Pflugerville Water Utility in areas in western Pflugerville and including Parkcrest Middle School; and

WHEREAS the City must acquire a waterline easement from the PISD to construct the Project as shown on attached Exhibit “A”; and

WHEREAS the PISD requires a land appraisal to establish the “fair market value” of the waterline easement to be acquired by the City; and

WHEREAS the City agrees to reimburse PISD for the cost of the land appraisal; and

WHEREAS, the PISD agrees to procure qualified land appraisal services in accordance with PISD procurement procedures, and promptly communicate the appraiser selected to the City; and

WHEREAS; the City of Pflugerville agrees to compensate the PISD “fair market value” for an easement on land shown on attached Exhibit “A” as determined by appraisal acquired by this agreement; and

WHEREAS, the Parties desire to cooperate in and establish their respective responsibilities for the Project; and

WHEREAS, the Parties intend to conform this Agreement in all respects with the Interlocal Cooperation Act, Texas Government Code Section 791.001, et seq.;

NOW THEREFORE, the Parties agree as follows:

## **AGREEMENT**

### **A. PROJECT DEVELOPMENT**

1. PISD Responsibilities. With regard to the completion of the Project, PISD will be responsible for:
  - Obtaining the land appraisal necessary to complete the Project located on land described on attached Exhibit “A” ;
  - Timely negotiation and closing on the easement described in Exhibit “A”.
2. City Responsibilities. With regard to the development of the Project, the City will be responsible for:
  - The City of Pflugerville shall be responsible for one hundred percent (100%) of the cost of land appraisal as described on attached Exhibit “A”, not to exceed - Seven thousand, 500 hundred dollars (\$7,500.00).
  - Brandon Wade (or successor), the City Manager (the “City Manager”) of the City of Pflugerville will act on behalf of the City with respect to the work to be performed under this Agreement and will have complete authority to interpret and define the City’s policies and decisions with respect to the development of the Project. The City Manager may designate other representatives to transmit instructions and receive information.
  - The City agrees to purchase the water line easement for the Project, and to compensate PISD the “fair market value” for the easement.
3. This agreement may be modified at any time by written agreement of the Parties to further define the responsibilities and cost sharing not already defined herein in the subsequent development of the Project.

### **F. FINANCIAL OBLIGATIONS**

1. The City shall reimburse PISD for the actual cost of the land appraisal within 60 calendar days of receipt by the City of an invoice for the land appraisal from the PISD.
2. The City shall provide funds at closing to purchase the water line easement from PISD.

3. As required by law, the City shall make payments from current revenues available to the City.

G. LIABILITY

The Parties agree that, to the extent allowed by Texas law, they are respectively responsible for their own proportionate share of any liability arising out of or in connection with the activities to be undertaken pursuant to this Agreement.

H. ACCESS TO THE PROJECT PROPERTY

The Parties acknowledge that it may be necessary for PISD and City, and their respective employees and professional consultants to enter onto real property in the Parties' respective jurisdictions to perform surveying for the Project. Therefore, the Parties agree to provide any necessary assistance allow the Parties and their respective employees and consultants to enter onto such real property as is necessary in the development of the Project.

I. FORCE MAJEURE

In the event the performance by any of the parties of any of their obligations of undertakings hereunder shall be interrupted or delayed by any occurrence not associated by its own conduct, whether such occurrence be an act of God, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or the act of conduct of any person or persons not a Party or privy hereto, then the respective Party shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereto.

J. NOTICE

Any notice given hereunder by either Party to the other shall be in writing and may be effected personal delivery or by registered or certified mail, return receipt requested when mailed to the proper Party, at the following addresses:

CITY:	City of Pflugerville Attn: Brandon Wade, City Manager (or successor) P O Box 589 Pflugerville TX 78691-0589
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COPY TO:

George Hyde  
City Attorney  
Denton, Navarro, Rocha, Bernal, Hyde & Zech, P.C.  
2500 W. William Cannon, Suite 609  
Austin, Texas 78745

PISD:

Bill Clayton (or successor)  
Executive Director, PISD  
P O Box 1748  
Austin TX 78767

K. MISCELLANEOUS

1. As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular of plural number shall each be deemed to include the others.

2. This Agreement contains the complete and entire Agreement between the Parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understandings, if any, between the parties respecting the Project. This Agreement may not be modified, discharged or changed in any respect whatsoever except by a further agreement in writing duly executed by the Parties hereto. However, any consent, waiver, approval or authorization shall be effective, if signed by the Party granting or making such consent, waiver, approval or authorization. No official, representative, agent or employee of County or City has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the PFISD Board or the City Council.

3. This Agreement takes effect upon the complete execution of the Agreement by the parties and shall have a term of two (2) years, subject to the availability of funding.

4. This Agreement may be terminated by the mutual agreement of the parties and shall terminate automatically upon completion of the Project.

5. The Parties hereto covenant and agree that they will execute other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the purposes of the Agreement.

6. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal or ineffective shall not impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal or ineffective.

7. This Agreement shall be construed under the laws of the State of Texas and all obligations of the Parties hereunder are performable in Travis County, Texas. Any lawsuits pursued relating to this Agreement will be filed in a district court of Travis County, Texas.

8. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns. No Party may assign any rights under this Agreement without the written consent of the other party. Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended

to confer upon any person, other than the Parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

9. This Agreement may be executed simultaneously in one or several counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument. The terms of the Agreement shall become binding upon each Party from and after the time that it executes a copy hereof. In like manner, from and after the time it executes consent or other document authorized or required by the terms of the Agreement, such consent or other document shall binding upon such Party.

Effective as of the later date set forth below:

**CITY OF PFLUGERVILLE, TEXAS**

By: \_\_\_\_\_

Brandon Wade, City Manager

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Karen Thompson, City Secretary

Date: \_\_\_\_\_

**PFLUGERVILLE ISD, TEXAS**

By: \_\_\_\_\_

Bill Clayton, Executive Director

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Date: \_\_\_\_\_