

**INTERLOCAL AGREEMENT**  
**Between**  
**Dickinson Water Control and Improvement District (WCID)**  
**and**  
**City of League City, Texas**  
(401 FM 517 Rd West and 371 FM 517 Rd West)

WHEREAS, the Dickinson Water Control and Improvement District ("District") is a political subdivision and special district of the State of Texas, organized and operating under Chapter 49 and 51 of the Texas Water Code;

WHEREAS, the City of League City ("City") is a home-rule municipality organized and operating under the Texas Local Government Code;

WHEREAS, Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act (the "Act"), authorizes local governments to contract with one another to perform governmental functions and services;

WHEREAS, the District has provided water and sanitary sewer services to the property located at 401 FM 517 Rd West and 371 FM 517 Rd West ("Subject Property") since approximately 1985;

WHEREAS, since 2001, the District has billed the City for such services, and the City has directly billed the occupants and/or owners of the Subject Property;

WHEREAS, the City has constructed a new water line connection and plans to redirect the property's sewer service into the City's own sewer infrastructure;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and agreements herein contained, the District and the City hereby enter into this Interlocal Agreement pursuant to the Act, and agree as follows:

**1. Purpose**

This Agreement sets forth the terms under which the City will assume ownership, maintenance, and billing responsibility for water and sewer services at the Subject Property.

**2. Transition of Services**

(a) The City has installed a new water service line tapping into its existing City owned 8-inch water main located within the TXDOT right-of-way adjacent to the Subject Property.

(b) The City will redirect an existing District owned 8-inch sanitary sewer line into the City's gravity sewer system located on Dove Meadows Drive.

(c) Upon connection to the City's sewer system, the City will assume ownership and maintenance responsibility for the 8-inch sanitary sewer line.

### 3. Billing Changes

Upon the City's completion of the sewer line connection: (a) The District shall cease billing the City for any water or sewer services at the Subject Property and (b) The City shall assume full responsibility for billing occupants or owners of the Subject Property.

### 4. Easement Acknowledgment and Conveyance

(a) The parties acknowledge that the existing 8-inch sanitary sewer line is located within a 20-foot easement owned by the District.

(b) The District consents to the continued presence of the City's sewer line within the easement provided it does not interfere with maintenance, repair, or replacement of the District's 36-inch sanitary sewer line located in the same easement.

(c) Should interference occur, the City agrees to relocate its sewer line at its own expense upon reasonable notice from the District.

(d) The District agrees to convey to the City, by separate instrument, a permanent easement over the portion of the 20-foot easement necessary for the operation, maintenance, repair, and replacement of the City's sanitary sewer infrastructure. The conveyance shall be completed within ninety (90) days of the City's written request and shall be in a form acceptable to both parties.

(e) **Conveyance of Sewer Line:** The District hereby assigns, conveys, and transfers to the City all of the District's right, title, and interest in and to the existing 8-inch sanitary sewer line serving the Subject Property, together with all associated appurtenances, in fee simple, and without warranty, except as to acts of the District. The sewer line is located within the District's 20-foot easement along the north right-of-way line of FM 517 Rd West, as more particularly depicted in the map attached hereto as Exhibit A and incorporated herein for all purposes. The sewer line is conveyed "AS IS, WHERE IS," without any representation or warranty of condition or fitness for a particular purpose.

### 5. Authority

Each party represents that it has obtained all necessary approvals to enter into and perform this Agreement, including approval by ordinance, resolution, or board action as required by law. This Agreement is executed pursuant to official action of the governing bodies of each party as required by Chapter 791 of the Texas Government Code.

### 6. Compliance with Law

The parties shall comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of this Agreement. Each party agrees to perform its obligations with its own personnel and resources.

### 7. Indemnification

TO THE EXTENT ALLOWED BY LAW, THE DISTRICT AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY CLAIMS, LIABILITIES, DAMAGES, AND EXPENSES ARISING OUT OF OR

RESULTING FROM THE DISTRICT'S PRIOR OPERATION AND MAINTENANCE OF WATER AND SEWER SERVICES AT THE SUBJECT PROPERTY, EXCEPT TO THE EXTENT CAUSED BY THE CITY'S NEGLIGENCE OR WILLFUL MISCONDUCT.

8. Force Majeure

Neither party shall be liable for delays in performance caused by acts of God, strikes, lockouts, acts of public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, arrests, the order of any court or governmental authority, civil disturbances, explosions, or other events beyond the reasonable control of the party affected, whether similar or dissimilar to those enumerated.

9. Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding the subject matter and supersedes all prior negotiations, understandings, and agreements.

10. Amendments

No amendment to this Agreement shall be effective unless in writing and executed by both parties.

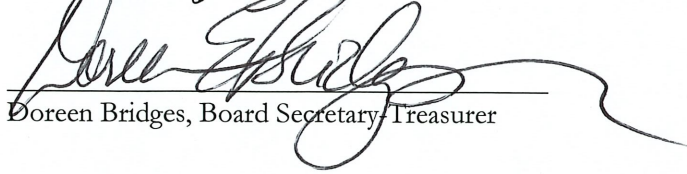
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

*(Signature block on next page)*

Executed on \_\_\_\_\_ . (date to be filled in by City Secretary)

**Dickinson Water Control and Improvement District - "WCID"**

  
\_\_\_\_\_  
Ron Morales, Board President

  
\_\_\_\_\_  
Doreen Bridges, Board Secretary/Treasurer

**CITY OF LEAGUE CITY - "City"**

\_\_\_\_\_  
John Baumgartner, City Manager

**Attest:**

\_\_\_\_\_  
Diana Stapp, City Secretary

**Approved as to Form:**

\_\_\_\_\_  
Office of the City Attorney