

THE STATE OF TEXAS	§	INTERLOCAL
	§	AGREEMENT FOR EMERGENCY
	§	TREATED WATER SUPPLY
	§	BETWEEN COPPELL AND
COUNTY OF DENTON	§	LEWISVILLE

This Interlocal Cooperation Agreement (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2022 by and between the City of Lewisville, hereinafter called “Lewisville,” and the City of Coppel (“Coppel”) acting by and through their authorized representatives. Lewisville and Coppel are sometimes referred to individually as a “Party” and collectively as the “Parties”.

**W I T N E S S E T H:**

**WHEREAS**, Lewisville and Coppel are political subdivisions within the state of Texas, and each is engaged in the provision of governmental services for the benefit of its citizens; and

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791, Texas Government Code, (the “Act”) provides authorization for local governments to enter into interlocal cooperation agreements with each other for the purpose of performing governmental functions and services as set forth in the Act; and

**WHEREAS**, Lewisville and Coppel from time-to-time, due to equipment and system failures, have need for an emergency supply of water; and

**WHEREAS**, it is to the mutual advantage of Lewisville and Coppel to provide reciprocal terms and conditions for an emergency supply of water in advance of actual needs; and

**WHEREAS**, this Agreement has been authorized by the governing bodies of both Lewisville and Coppel.

**NOW, THEREFORE**, Lewisville and Coppel, in consideration of the terms, covenants, and conditions herein contained, hereby agree as follows:

## **I. ADMINISTRATION.**

For purposes of this Agreement, Lewisville shall be represented by its City Manager or his/her designated representative, and Coppell shall be represented by its City Manager, or his/her designated representative.

## **II. CONDITIONS OF SUPPLY.**

Lewisville and Coppell hereby mutually agree that the intent of this Agreement is to provide a temporary emergency supply of treated water when such supply is required due to equipment or facility failures, or events beyond the control of one of the Parties. Emergency connections or supply will not be made for the purpose of compensating for system deficiencies. Availability of emergency supply will be on a capacity available basis not to cause undue limitations or interference with Lewisville or Coppell water system(s).

## **III. REPAYMENT OF EMERGENCY TREATED WATER SUPPLY/EMERGENCY SERVICES.**

The Party receiving an emergency supply of treated water shall be required to make monetary compensation at the same rate of the supplying Party's lowest commodity (volume) rate per 1000 gallons. No minimum bill shall be assessed. Compensation shall be made from the current revenues of the Party receiving an emergency supply of treated water.

## **IV. COST RESPONSIBILITY FOR EMERGENCY CONNECTION FACILITIES/SERVICES.**

A. The term "Cost" as used throughout this Agreement shall mean the direct and indirect cost of all material, equipment and labor unless otherwise specified.

B. The Costs incurred for designing and constructing the metering vaults as shown in Exhibit A ("New Metering Vaults") will be paid by Coppell.

C. Unless agreed otherwise, the Costs for refurbishing or maintenance work inside the New Metering Vaults shall be paid by Coppell.

## **V. NOTIFICATION REQUIREMENT.**

A. Requests for emergency treated water supply shall be made to and from the following staff members:

For City of Lewisville:  
Director of Public Services  
151 W Church Street  
Lewisville, TX 75057

For City of Coppel:  
Director of Public Works  
265 Parkway Blvd  
Coppell, TX 75019

It is anticipated that notification will, due to emergency conditions, be verbal. However, the request for services and the conditions of the emergency shall be confirmed in writing within five (5) business days.

B. The Party requiring emergency treated water supply shall be responsible for notifying the supplying Party of the need for emergency treated water supply.

C. Upon receipt of request for emergency treated water, and if supply is available and a representative of Lewisville is present, Coppel shall be responsible for:

1. Setting of the meter or repositioning of the meter; and
2. Conducting joint reads at the beginning of emergency and at end.

## **VI. TITLE TO AND LOCATION OF FACILITIES.**

A. The location of the New Metering Vaults shall be as shown in Exhibit A, and further described as near the intersections of:

1. Denton Tap Road and Highland Drive; and
2. MacArthur Boulevard and Lake Vista Drive

B. The New Metering Vaults shall be owned by Coppel.

## **VII. MAINTENANCE RESPONSIBILITY.**

Lewisville shall have access to the New Metering Vaults for routine periodic inspection. Costs for maintenance, major repairs or rehabilitation of the New Metering Vaults shall be the

responsibility of Coppell. Coppell will have the option of providing maintenance, repair, or rehabilitation of the New Metering Vaults through direct performance of work with city forces or through contract services; except that, Coppell shall coordinate with Lewisville prior to any such maintenance, repair, or rehabilitation. All property disturbed in execution of maintenance, repair, or rehabilitation activity shall be restored to pre-existing condition or better.

#### **VIII. ACCESS AND RIGHT-OF-WAY.**

Lewisville and Coppell agree to furnish any rights-of-way necessary within or outside of their boundaries for construction of the New Metering Vaults. Lewisville and Coppell agree to provide unlimited access to the New Metering Vaults as is necessary to maintain such vaults or operate the vaults during the period of emergency; except that, notice must be provided to the other Party prior to any such maintenance or operation.

#### **IX. CLAIMS OF LIABILITY BETWEEN THE PARTIES.**

Insofar as the services contemplated hereunder are performed by either Lewisville or Coppell within the jurisdiction of the other Party, and to that extent only, Lewisville and Coppell hereby mutually release the other Party from all claims of liability for damage to property (real or personal) or persons arising directly or indirectly from the performance of any of the services and activities provided for hereunder.

**X. TERMINATION OR MODIFICATION.**

This Agreement is to remain in force for twenty-five (25) years from the date of execution, unless extended or terminated by mutual agreement of the parties hereto.

**XI. NOTICES.**

Any notices required to be given herein shall be deemed to have been sufficiently given to either Party for all purposes hereof if mailed by certified mail, postage prepaid, addressed as follows:

To Lewisville

City of Lewisville  
Office of the City Manager  
151 West Church Street  
Lewisville, Texas 75057

To Coppell

City of Coppell  
Office of the City Manager  
255 Parkway Blvd  
Coppell, Texas 75056

Alternatively, notice may be given to such other respective address as the Parties may designate from time-to-time in writing in accordance with this notice provision.

**IN WITNESS WHEREOF**, the Parties hereto acting under authority of their respective governing bodies have caused this Agreement to be duly executed in several counterparts, each of which shall constitute an original, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**City of Lewisville**

\_\_\_\_\_  
Mayor

**Attest:**

\_\_\_\_\_  
City Secretary

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

**City of Coppell**

\_\_\_\_\_  
Mayor

**Attest:**

\_\_\_\_\_  
City Secretary

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

EXHIBIT A – METER VAULT LOCATION MAP

