

Consider authorizing interlocal agreement between Williamson County and North Austin MUD relating to expenditure of Capital Metro money.

Moved: Commissioner Boatright

Seconded: Commissioner Heiligenstein

Motion: To authorize interlocal agreement between Williamson County and North Austin Municipal Utility District relating to expenditure of Capital Metro money.

Vote: Motion carried 4 - 0 with Commissioner Mehevec absent from the dais
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<p>THE STATE OF TEXAS</p> <p>THE COUNTY OF WILLIAMSON</p>	<p>§</p> <p>§</p> <p>§</p>	<p>INTERLOCAL AGREEMENT FOR</p> <p>TRANSIT-RELATED PROJECT</p> <p>FUNDING</p>
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THIS INTERLOCAL AGREEMENT is made and entered into by and between the WILLIAMSON COUNTY, TEXAS, precinct 1, a territorial division of the State of Texas (the "County") and NORTH AUSTIN MUNICIPAL UTILITY DISTRICT NO. 1, a conservation and reclamation district created and operating pursuant to the provisions of Chapters 49 and 54, Texas Water Code (the "District").

WHEREAS, on or about May 16, 1994, the County and Capital Metropolitan Transportation Authority ("Capital Metro") entered into that certain "Interlocal Agreement Between Williamson County, Precinct 1 and Capital Metropolitan Transportation Authority" (the "Capital Metro Interlocal") concerning the Build Greater Austin - Suburban Communities Program (the "Suburban Communities Program") which sets forth, among other things, terms and conditions for the County's use of grant funds from Capital Metro for transit-related mobility projects; and

WHEREAS, the District has planned a transit-related pedestrian and bicycle project known as the "Robinson Park Hike and Bike Trail" (the "Project") and submitted the Project to the County and Capital Metro for approval and receipt of grant funds pursuant to the Capital Metro Interlocal; and

WHEREAS, the County desires to fund a portion of the Project with grant money obtained through the Capital Metro Interlocal in order to facilitate the development of transit-related mobility projects within its boundaries; and

WHEREAS, the parties desire to set forth in writing the agreed terms and conditions for the use of funds and reimbursement of costs related to the Project;

NOW, THEREFORE, the County and the District hereby agree as follows:

1. Project Funding. The County shall fund a portion of the Project in the amount of \$59,000.00 according to the terms and conditions of this Interlocal Agreement.

2. District Duties and Responsibilities. The parties agree that the District shall:

- (a) solicit competitive bids for construction of the project; and
- (b) comply with the requirements of the Americans with Disabilities Act ("ADA") in development and construction of the Project; and
- (c) post a sign at the construction site during construction of the Project identifying Capital Metro as a funding source; and

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(d) provide the County an annual report of the Project's progress, including any documentation necessary to conduct a project audit such as construction contracts, supply invoices and time sheets; and

(e) inform the County in a timely manner of any substantial delays or alterations in the Project scope of work; and

(f) provide overall project management and contract administration to supervise and control the day-to-day activities of the construction and monitor the activities of the contractor to ensure the timely and efficient completion of the Project in accordance with the plans and specifications and construction schedule subject to unforeseeable delays;

(g) upon completion or substantial completion of the Project, provide detailed reports to support all Project billings and provide a photograph of the completed Project.

3. County Duties and Responsibilities. The parties agree that the County shall:

(a) work diligently to obtain reimbursement from Capital Metro in a timely fashion; and

(b) compile and provide Capital Metro with all information necessary to secure any grant funds or unreimbursed costs for the Project, including submission of billing information that is satisfactory to Capital Metro; and

(c) comply with the terms of the Capital Metro Interlocal.

4. Payment. Upon execution of this agreement, the County shall make a payment of 50% of the reimbursable Project costs (\$29,500.00) to the District. After completion of the Project, the County shall make a payment of the remaining reimbursable Project costs (\$29,500.00) to the District upon receipt of funds for the payment from Capital Metro.

5. General Provisions. The following general provisions shall apply to this Agreement:

(a) **Interlocal Cooperation.** The County and the District agree to cooperate with each other in good faith at all times to effectuate the purposes and intent of this Interlocal Agreement.

(b) **Payment From Current Revenues.** Pursuant to Chapter 791, Tex. Gov't. Code, each party paying for governmental services hereunder shall provide for payment of same from current revenues or other funds of said party lawfully available for this purpose.

(c) Entire Agreement. This Interlocal Agreement contains the entire agreement of the parties and supersedes all prior and contemporaneous understandings or representations, whether oral or written, respecting the subject matter hereof.

(d) Amendments. Any amendment hereof must be in writing and signed by the authorized by the authorized representative for all parties.

(e) Interpretation and Authority. The parties acknowledge that this Agreement is entered into pursuant to the authority of Texas law including, without limitation, the authority conferred in V.T.C.A. Gov't. Code, Chapter 791 ("Interlocal Cooperation Contracts") and V.T.C. A., Water Code, Article 54.218. Except as set forth above, this Agreement shall not be construed so as to modify, supplement or otherwise alter the provisions of any other Agreement entered into by and between the District and the County.

(f) Applicable Law. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

(g) Assignment. Neither party may assign their rights and obligations under this Interlocal Agreement.

(h) Other Instruments, Actions. The parties hereto agree that they will take such other and further actions and execute such other and further consents, authorizations, instruments or documents as are necessary or incidental to effectuate the purposes of this Interlocal Agreement.

(i) No Third Party Beneficiaries. Except as expressly provided above, nothing herein shall be construed to confer upon any person other than the parties hereto any rights, benefits or remedies under or by reason of this Agreement.

(j) No Joint Venture, Partnership, Agency. This Agreement shall not be construed in any form or manner to establish a partnership, joint venture or agency, express or implied, nor any employer-employee or borrowed servant relationship by and among the parties hereto.

(k) Venue. Venue for any suit arising hereunder shall be in Williamson County.

(l) Duplicate Originals. This Agreement may be executed simultaneously in duplicate originals each of equal dignity.

(m) Effective Date. This Agreement shall be effective from and after the date of due approval hereof by the respective governing bodies of the County and the District and due execution hereof by their respective authorized representatives.

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IN WITNESS WHEREOF, the authorized representative of the County and the District have executed this Interlocal Agreement on the date(s) set forth below.

WILLIAMSON COUNTY, TEXAS:

By: _____

Title: _____

Date: _____

ATTEST:

**NORTH AUSTIN MUNICIPAL
UTILITY DISTRICT NO. 1**

Robert K. Schultz, Secretary
Board of Directors

By: _____
Steve D. Peña, President
Board of Directors

Date: _____

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THE STATE OF TEXAS

COUNTY OF WILLIAMSON

THIS AGREEMENT was acknowledged before me on this 16th day of December, 1997, by John C. Doefferle of Williamson County, Texas, Precinct 1, a territorial division of the State of Texas, on behalf of Williamson County, Texas, Precinct 1.

(SEAL)



Jane E. Tableriou
Notary Public Signature

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

THIS AGREEMENT was acknowledged before me on this ____ day of _____, 1997, by Steve D. Peña, President of the Board of Directors of North Austin Municipal Utility District No. 1, a conservation and reclamation district and political subdivision of the State of Texas, on behalf of said district.

(SEAL)

Notary Public Signature

AGENDA ITEM # 18

December 16, 1997

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Consider approving resolution concerning amendment of articles of incorporation for Capital Area Housing Finance Corp.

Moved: Commissioner Boatright

Seconded: Commissioner Heiligenstein

Motion: To approve resolution amending articles of incorporation for Capital Area Housing Finance Corporation.

Vote: Motion carried 4 - 0 with Commissioner Mehevec absent from the dais
< Clerk copy here >

RESOLUTION

Approving Articles of Amendment to the Articles of Incorporation of the Capital Area Housing Finance Corporation

WHEREAS The Capital Area Housing Finance Corporation was incorporated on October 20, 1981, and Williamson County, Texas, was an initial incorporator and is a sponsoring local government of the Corporation; and

WHEREAS The Board of Directors of the Corporation has recommended to the Commissioners Court that the Corporation's Articles of Incorporation be amended to admit Burnet and Lee Counties as sponsoring local governments of the Corporation and to change the formula for distributing the Corporation's net assets upon dissolution; and

WHEREAS Amendment of the Corporation's Articles of Incorporation is authorized by Section 394.016 of the Local Government Code; and

WHEREAS An exact copy of the Articles of Amendment to the Corporation's Articles of Incorporation, as recommended by the Board of Directors, is attached to this Resolution; now, therefore, be it

RESOLVED by the Commissioners Court of Williamson County, Texas:

1. The Commissioners Court finds that the amendments of the Articles of Incorporation of the Capital Area Housing Finance Corporation, as recommended by the Corporation's Board of Directors and attached to this Resolution, are wise, expedient, necessary, or advisable; and

2. The Commissioners Court approves the form of the amendments and authorizes the Board of Directors to adopt the Articles of Amendment and file them with the Secretary of State.

Adopted this 16TH day of December, 1997.

Attest:

Claine Brizell
[Deputy] County Clerk

[Seal]

John C. Dwyer
County Judge