

FEBRUARY 28/29,2000

AGENDA ITEM #27

Discuss and take any appropriate action on pending litigation Gatuso vs Charles T. Kelley & Sheriff Richards.

Moved **Judge Doerfler**

Seconded: **Commissioner Hays**

Motion: To approve retaining the law firm of Buford and Jordan to represent Williamson County in pending litigation Gatuso vs. Charles T. Kelley.

Vote: Motion carried 4 – 0

AGENDA ITEM #28

Discuss and consider approving interlocal agreement with City of Round Rock relating to County Road 113 and Louis Henna Boulevard.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Hays**

Motion: To approve and authorize Judge Doerfler to sign interlocal agreement with City of Round Rock relating to County Road 113 and Louis Henna Boulevard.

Vote: Motion carried 4 – 0

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INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into effective this 29th day of February, 2000, by and between WILLIAMSON COUNTY (the "County") and the CITY OF ROUND ROCK (the "City"), political subdivisions of the State of Texas.

WITNESSETH:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

WHEREAS, each of the parties hereto desire to provide for the repair and maintenance of County Road 113 and Louis Henna Boulevard; and

WHEREAS, the County is incurring costs in repairing and maintaining said roadways; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned parties agree as follows:

I.**TERMS AND CONDITIONS**

1. The City hereby agrees to perform all necessary and appropriate maintenance and repair on County Road 113, including the annexation of said roadway from the intersection of CR113 and FM 1460 to the intersection of CR 113 and CR 122.

2. Additionally, the City of agrees to perform all necessary and appropriate maintenance and repair on Louis Henna Blvd. From the intersection of Louis Henna Blvd. and IH 35 to its terminus at the Travis-Williamson County line.
3. As consideration for the above, Williamson County will transfer One Million Two Hundred and Fifty Thousand and No/100 Dollars (\$1,250,000) to the City within 45 days after the signing of this agreement.

II.

MISCELLANEOUS

1. The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State or the United States, the parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.
2. This Agreement constitutes the entire agreement between the parties hereto, and supersedes all their oral and written negotiations, agreements and understandings of every kind. The parties understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any party hereto or its officers, employees or other agents to induce execution of this Agreement.
3. This Agreement shall be performable in Williamson County, Texas.

John C. Doerfler 2-29-00

JOHN DOERFLER

County Judge

Williamson County, Texas

ROBERT A. STLUKA

Mayor

City of Round Rock, Texas

ATTEST:

JOANNE LAND, Asst. City Manager/City Secretary

AGENDA ITEM #29

Discuss and consider approving interlocal agreement with City of Granger relating to County Road 347.

Moved: **Commissioner Limmer**

Seconded. **Commissioner Hays**

Motion: To approve and authorize Judge Doerfler to sign interlocal agreement with City of Granger relating to County Road 347.

Vote: Motion carried 4- 0

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INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into effective this 29th day of February, , 2000, by and between WILLIAMSON COUNTY (the "County") and the CITY OF GRANGER (the "City"), political subdivisions of the State of Texas.

WITNESSETH:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

WHEREAS, each of the parties hereto desire to provide for the repair and maintenance of County Road 347; and

WHEREAS, the County is incurring costs in repairing and maintaining said roadways; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned parties agree as follows:

I.

TERMS AND CONDITIONS

1. The City hereby agrees to perform all necessary and appropriate maintenance and repair on County Road 347, including the annexation of said roadway from _____ to _____.
2. As consideration for the above, Williamson County will transfer One Hundred Fifty Thousand and No/ 100 Dollars