

AGENDA ITEM 57

Consider approving interlocal agreement with Brushy Creek MUD for maintenance of medians.

Brushy Creek MUD Board Member Lisa Berkland requested county participation in maintenance cost. She also requested permission for the MUD to have access to the medians and answered questions.

Moved: **Commissioner Hays**

Seconded: **Judge Doerfler**

Motion: To approve interlocal agreement with Brushy Creek MUD for Williamson County \$10,000.00 annual contribution toward maintenance of approximately five (5) miles of medians.

Vote: Motion carried 4 – 0

< Clerk copy here >

THE STATE OF TEXAS	§	INTERLOCAL AGREEMENT
	§	FOR THE MAINTENANCE OF
COUNTY OF WILLIAMSON	§	MEDIANS

THIS INTERLOCAL AGREEMENT FOR THE MAINTENANCE OF MEDIANS (the "Agreement") is made and entered into by and between the COUNTY OF WILLIAMSON, a political subdivision of the State of Texas (the "County") and BRUSHY CREEK MUNICIPAL UTILITY DISTRICT, a political subdivision of the State of Texas operating as a municipal utility district (the "District"). The County and the District may hereinafter collectively be referred to as the parties.

RECITALS

WHEREAS, the District lies within Williamson County, Texas;

WHEREAS, the County owns public roads within the boundaries of the District;

WHEREAS, medians lie on the public roads owned by the County within the boundaries of the District;

WHEREAS, the County and the District desire to enter into an interlocal agreement providing for the care and maintenance of the County's medians lying within the District's boundaries.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements expressed herein, the County and District hereby agree as follows:

ARTICLE ONE
MAINTENANCE OF THE MEDIANS

1.01. Maintenance. The County and the District agree that the District shall perform maintenance (the "Maintenance") on the medians owned by the County and located within the District on Great Oaks Drive (the "Medians"), such medians being more particularly described on Exhibit "A" attached hereto and incorporated by reference herein. The District shall:

- (a) mow, edge, trim and prune the Medians;
- (b) fertilize the Medians;
- (c) hire personnel and allocate labor to complete the Maintenance.

RECEIVED
6/30/00

1.02. Maintenance Fee. The County and the District agree that in exchange for the Maintenance performed by the District, the County shall pay a fee of Ten Thousand and No/100 Dollars (\$10,000.00) per year to the District. Payment shall be tendered by the County to the District on or before June 1 of each year that this Agreement remains in effect. This fee shall automatically be adjusted each year on the anniversary date of this Agreement commensurate with the consumer price index.

ARTICLE TWO GENERAL PROVISIONS

2.01. Cooperation. The parties agree to cooperate with each other in good faith at all times to effectuate the purposes and intent of this Agreement.

2.02. 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 Agreement.

2.03. Payment from Current Revenues. A governmental entity required to make payment hereunder shall provide for payment of same from current revenues or other funds of said party lawfully available for this purpose.

2.04. Annexation. This Agreement shall terminate at such time as the City of Round Rock, Texas annexes the District.

2.05. Notice. Any notice required or permitted to be delivered under this Agreement shall be deemed received on the earlier of (i) actual receipt by mail, Federal Express or other overnight delivery service, telecopy, or hand delivery, or (ii) 3 business days after being sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to the County or the District.

2.06. Entire Agreement. This 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.

2.07. Amendments. Any amendment to the Agreement must be in writing and signed by the authorized representatives for all parties.

2.08. 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. Govt Code, Chapter 791, et. seq., V.T.C.A. Water Code, Section 49.213. In the event of any conflict between the provisions of this Agreement and the provisions of any other agreement entered into by and between the parties, the provisions of this Agreement shall prevail with respect to the subject matter hereof. 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 County and the District.

2.9. Assignment. The County may not assign its rights and obligations under the Agreement either in whole or in part.

2.10. 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.

2.11. 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.

2.12. Responsibility for Manner and Means of Performance. The District is performing all its duties pursuant to this Agreement as an independent contractor. The District shall have the exclusive authority and responsibility for determining the manner and means of performance under this Agreement and for selecting and supervising the persons who perform the work. The County shall only have the authority to approve or reject the outcome of the District's efforts. Accordingly, the County shall not have any liability for intentional or negligent torts committed by the District or its agents in connection with the work contemplated by this Agreement.

2.13. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

2.14. Venue. Venue for any suit arising under this Agreement shall be in Williamson County, Texas.

2.15. Duplicate Originals. This Agreement may be executed in one or more duplicate originals, each of equal dignity.

2.16. Effective Date. This Agreement shall be effective on the later of the dates this Agreement is executed by the authorized representatives of both parties.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

EXECUTED as of this 23rd day of June, 2000 by the COUNTY.

COUNTY OF WILLIAMSON

By: John C. Doertler
Printed Name: John C. Doertler
Title: County Judge

ATTEST:

Printed Name: BARBARA BRINCHMAN
Title: ADMINISTRATIVE ASSISTANT

EXECUTED as of this 23 day of June, 2000 by the DISTRICT.

BRUSHY CREEK MUNICIPAL UTILITY DISTRICT

Alex A. Ferris

Alexander Ferris, General Manager
Brushy Creek Municipal Utility District

Exhibit "A"**Description of the Medians**

1. Great Oaks Drive in the "South" from Highway 620 to Hairy Man Road
 2. Great Oaks Drive in the "North" from Sam Bass Road to Carmel
-

AGENDA ITEM 58

Consider approving Change Order #3 for Jarrell Park.

Steger and Bizzell engineer Don Bizzell explained the necessity for the final \$19,906.00 increase to the contract which could be paid from the \$20,000.00 Contingency Fund.

Add +/- 940 linear feet of 3-1/2" thick concrete with 10x10 WWM slope protection to west side of site.

Add +/- 1000 linear feet of 4'-0" tall chain link fence to west side of site.

The final contract price totals \$1,547,500.00 with work to be completed by August 1, 2000.

Moved: **Commissioner Hays**

Seconded: **Judge Doerfler**

Motion: To approve Change Order #3 for Jarrell Park with contract increase of \$19,906.00.

Vote: Motion carried 4 – 0

< Clerk copy here >