

AGENDA ITEM 20

Consider approving Third Amendment to Agreement of Purchase and Sale of Williamson County Academy building on South Austin Avenue.

Moved: **Commissioner Hays**

Seconded: **Commissioner Boatright**

Motion: To approve the Third Amendment to Agreement of Purchase and Sale of Williamson County Academy building on South Austin Avenue.

Vote: **5 - 0**

< Attachment >

THIRD AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

This Third Amendment to the Agreement of Purchase and Sale ("Third Amendment") made as of this _____ day of August, 2002, is an amendment to that certain Agreement of Purchase and Sale ("the Agreement") made by and between Williamson County, Texas, (a political subdivision of the State of Texas, acting by and through its authorized County Judge), ("Seller") and The Talisman Group, Inc., and/or assigns ("Purchaser") for the purchase and sale of: (i) that certain tract of real property consisting of approximately .8815 acres located at 1102 S. Austin Ave., Georgetown, in the County of Williamson, State of Texas; and (ii) that certain tract of real property consisting of approximately .225 acres located on 11th Street midway between Austin Ave. and Rock Street, Georgetown, in the County of Williamson, State of Texas, (cumulatively the "Property"), and is as follows:

1. Section 2.2, Feasibility Period, of the Agreement, as previously amended, shall be modified from 390 days to 480 days after the effective date of this Contract or until November 7th, 2002.
2. Section 3.1, Closing Date, of the Agreement, as previously amended, shall be modified from December 1, 2002 to July 1, 2003.
3. Capitalized terms not otherwise defined in this Third Amendment shall have the meanings ascribed to them in the Contract.
4. Except as amended hereby, the Agreement as originally written remains in full force and effect.
5. This Third Amendment may be executed in multiple counterparts, which, when combined together, shall constitute an original of this Third Amendment. In addition, facsimile signatures of the parties shall be effective on all counterparts of this Third Amendment.
6. This Third Amendment, together with the Second Amendment, First Amendment and the Agreement, embodies the entire agreement of the parties hereto, and incorporates all previous correspondence or communication, whether written or oral. The Agreement, as amended hereby, can only be further modified or varied by written instrument subscribed to by all parties hereto.

IN WITNESS WHEREOF, the parties have executed this Third Amendment to be effective as of the date first above written.

Seller:

Williamson County

Purchaser:

The Talisman Group, Inc., and/or assigns

By: John C. Doeffer 8-13-02
John C. Doeffer
County Judge

By: _____
James T. Ross
President & Secretary

AGENDA ITEM 21

Discuss and consider authorizing the County Judge to enter into an Interlocal Cooperation Agreement between Travis County and Williamson County, which outlines the roles and responsibilities; formation of a joint Regional Mobility Authority (RMA) Subcommittee; and funding and reimbursement of initial expenses associated with the creation of an RMA.

State Representative Mike Krusee addressed the court concerning the proposed agreement. He said it would require Williamson County to pay \$250,000, which could later be refunded by the State.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To authorize the County Judge to enter into an Interlocal Cooperation Agreement between Travis County and Williamson County, which outlines the roles and responsibilities, formation of a joint Regional Mobility Authority (RMA) Subcommittee, and funding and reimbursement of initial expenses associated with the creation of an RMA.

Vote: 5 - 0

< Attachment >

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN TRAVIS COUNTY AND WILLIAMSON COUNTY**

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into by and between Travis County, a political subdivision of the State of Texas ("Travis") and Williamson County, a political subdivision of the State of Texas ("Williamson"), by and through their respective Commissioners Courts. Travis and Williamson are referred to collectively herein as "the Parties."

RECITALS

WHEREAS, the Texas Legislature has authorized the Texas Transportation Commission (TxTC) to create Regional Mobility Authorities (RMAs) for the purpose of constructing, maintaining, and operating one or more turnpike projects in a region of the state, as well as spending surplus revenue from those turnpike projects on other mobility projects in that region;

WHEREAS, the Texas Legislature vested in the Commissioners Courts of the counties within the RMA the authority and responsibility for appointing the members of the RMA's board of directors, and under TxTC rules, TxTC authorizes creation of an RMA only if the Commissioners Court of one or more counties petitions for its creation; and

WHEREAS, the Commissioners Courts of Travis and Williamson have met in joint session to discuss creation of an RMA, have considered the potential benefits of an RMA to the Central Texas region and the traveling public, and now desire jointly to pursue the drafting and filing of a petition to TxTC to authorize the two counties to form an RMA;

WHEREAS, the Parties desire to enter into an Interlocal Cooperation Agreement conforming in all respects with the requirements of the Interlocal Cooperation Act, Texas Government Code, Section 791.001, et seq.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Each Party agrees to obligate \$250,000 to pay outside expenses associated with formation of the RMA, which outside expenses shall include payment to one or more consultants or other third parties both to advise the Parties on issues relating to the RMA and to draft or otherwise produce reports, studies, or other work products necessary to support a petition and any related requests to TxTC to authorize the two counties to form an RMA as required by TxTC rules. Williamson shall enter into and administer the contracts with the consultants or other third parties and make the necessary expenditures subject to reimbursement by Travis for Travis' share. In recognition of the fact that Williamson has incurred certain expenses toward formation of an RMA pending execution of this Agreement, Travis shall reimburse Williamson in full for an equal amount in those expenses