

AGENDA ITEM 23

Consider approving Interlocal Agreement between Williamson County and the City of Bartlett to participate in the widening and clearing of certain drainage ditches.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Heiligenstein**

Motion: To approve Interlocal Agreement between Williamson County and the City of Bartlett to participate in the widening and clearing of certain drainage ditches.

Vote: **4 - 0**

< Attachment >

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into effective this 7th day of July, 2003, by and between **WILLIAMSON COUNTY** (the "County") and the **CITY OF BARTLETT**, (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 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, the County and the City desire to participate in the widening and clearing of certain drainage ditches within the City (the "Project"); and

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

I.**FINDINGS**

1. **Recitals.** The recitals set forth above are incorporated herein for all purposes and are found by the parties to be true and correct. It is further found and determined that the City and the County have authorized and approved this Agreement by resolution or order adopted by their respective bodies, and that this agreement will be in full force and effect when approved by each party.
2. **Project.** There are certain drainage ditches within the City which need to be widened and/or cleared. The County and the City desire to combine resources to complete the Project. The drainage area for said ditches originates outside city limits and drains through an area of the City not capable of handling the volume of water contained by existing ditches.

II.

City Actions

1. **Engineering Plans and Specifications.** The County will employ and contract with qualified engineering firms to obtain the engineering design, plans and specifications for the Project. The City will coordinate and be responsible for the acquisition of all rights-of-entry, drainage easements, and other appurtenances necessary for the Project. The City will be responsible for, and comply with all regulatory requirements, including environmental mitigation issues.
2. **County Responsibility.** The County shall be responsible for all work performed for the Project. The County shall upgrade the drainage channel from the state jail eastward to the railroad track, including repairing or replacing drainage structures necessary for streets crossing said drainage channel.

III.

Term of Agreement and Renewal

Term of Agreement. The term of this Agreement shall begin as of the date the last party signs this Agreement, and extend for one year (the "Initial Term"). If the Project has not been completed by the City within said one year term, this Agreement shall automatically terminate.

IV.

General and Miscellaneous

1. **Prior Written Agreements.** This Agreement is without regard to any and all prior written contracts or agreements between the City and Williamson County regarding any other subject or matter, and does not modify, amend, ratify, confirm or renew any such other prior contract or agreement between the Parties.
2. **Other Services.** Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other, or to provide or to not provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties. The County shall not be obligated to fund any additional monies other than as stated herein.

3. **Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights or claim on behalf of any third party. Neither the City or Williamson County waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
4. **Amendments and Modifications.** This Agreement may not be amended or modified except in writing executed by both the City and Williamson County, and authorized by their respective governing bodies.
5. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, to give effect to the intent of this Agreement and be deemed to be validated and enforceable.
6. **Gender, Number and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.
7. **Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date above first written, when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

WILLIAMSON COUNTY

By: John C. Doerfler 7-1-03
JOHN DOERFLER
County Judge
Williamson County, Texas

CITY OF BARTLETT

By: Janice C. Atchison
Printed Name: Janice C. Atchison
MAYOR

AGENDA ITEM 24

Discuss and take appropriate action on request to pay fringe benefits for the Historical Museum Director.

Moved: **Commissioner Heiligenstein**

Seconded: **Judge Doerfler**

Motion: To approve amending the agreement with the Williamson County Historical Commission to increase the funding from \$1,000 to \$5,000 between now and October with the understanding that it will be used to help offset fringe benefits for the Historical Museum Director.

Vote: 4 - 0

AGENDA ITEM 25

Discuss and take appropriate action on road bond program.

No action was taken on this agenda item.

AGENDA ITEM 26

Discuss and take appropriate action on jail/courthouse annex expansion.

Ed Lee updated the court on the jail/courthouse annex expansion. He commended Bill Bingham and Otis Coufal from the IT department for doing a great job on the wiring for the jail.

No action was taken on this agenda item.

AGENDA ITEM 27

Discuss and take appropriate action on contract with Hall/Bargainer for the Lake Creek Trails.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Hays**

Motion: To approve the contract with Hall/Bargainer for the design of Lake Creek Trail in the amount of \$45,049 pending clarification of Item A, H, and J under Exhibit A, and pending approval by the County Attorney.

Vote: 4 - 0

< Attachment >