

**AGENDA ITEM 41**

Discuss and take appropriate action on Interlocal Agreement with the City of Taylor for mowing services in East Williamson County Park.

**Commissioner Limmer** addressed the Court on this agenda item, regarding the City of Taylor mowing along both sides of the entrance road to the new events center on the north side of Taylor.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Birkman**

Motion: To approve an Interlocal Agreement with the City of Taylor for mowing services in East Williamson County Park.

Vote: **5 – 0**

< Attachment >

**INTERLOCAL AGREEMENT**

**THIS INTERLOCAL AGREEMENT** is made and entered into effective this 11<sup>th</sup> day of MAY, 2004, by and between WILLIAMSON COUNTY (the "County") and the THE CITY OF TAYLOR (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 the mowing of a certain roadway leading to the Events Center located in Taylor, Texas; 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. **Mowing.** The City will, once a month, or as often as needed, mow the right-of-way from FM 397 to the Event Center parking lot. The County shall pay the City within 30 days receipt of invoices, the sum of two hundred (\$200.00) dollars for the first mowing, and the sum of one hundred and fifty (\$150.00) dollars for each of the other mowings. The costs of said mowings shall be adjusted on an annual basis.

Interlocal Agreement Events Center.DOC

## II.

### Term of Agreement

1. **Term of Agreement.** The term of this Agreement shall begin as of the date the last party signs this Agreement, and extend for so long as the parties mutually agree to continue said mowing (the "Initial Term").

## III.

### 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 nor 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 officer's thereunto duly authorized.

**WILLIAMSON COUNTY**

By: John C. Doerfler 5-11-04  
JOHN DOERFLER, County Judge  
Williamson County, Texas

**CITY OF TAYLOR**

By: Donald R. Hill  
Donald R. Hill, Mayor  
City of Taylor, Texas

**COMMISSIONERS' COURT ADJOURNED TO EXECUTIVE SESSION AT 10:32 A.M. ON TUESDAY, MAY 11, 2004.**

**AGENDA ITEM 42**

Discuss real estate (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)

No action was taken on this item in Executive Session.

**AGENDA ITEM 22** was also discussed in Executive Session.

No action was taken on this item in Executive Session.

**COMMISSIONERS' COURT RECONVENED FROM EXECUTIVE SESSION AT 11:18 A.M. ON TUESDAY, MAY 11, 2004.**

**AGENDA ITEM 43**

Discuss and take appropriate action on real estate.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Birkman**

Motion: To authorize Judge Doerfler to execute a contract on the County property at the intersection of South Austin Avenue and State Hwy. 29 in the City of Georgetown [the northwest corner lot of South Austin Avenue and Hwy 29, which is also known as the 'old church of Christ site'].

Vote: **5 – 0**

Moved: **Commissioner Hays**

Seconded: **Commissioner Birkman**

Motion: To authorize Judge Doerfler to sign a contract on Block 28 of the Original Townsite of the City of Georgetown (which is also known as the Draeger showroom property).

Vote: **5 – 0**

< Attachment >