

AGENDA ITEM 22

Consider approving Resolution #2006-20R to authorize the execution of the inter-local agreement with the City of Hutto for the use of parks maintenance equipment.

Mike Hemker addressed the Court.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Birkman**

Motion: To approve Resolution #2006-20R to authorize the execution of the inter-local agreement with the City of Hutto for the use of parks maintenance equipment.

Vote: 4 - 0

< Attachment >



City of Hutto
County of Williamson, State of Texas

RESOLUTION NO. 2006-20R

WHEREAS, Williamson County has approached the City of Hutto about allowing the use of a trailer and parks equipment; and


WHEREAS, the equipment is of a residential quality and craftsmanship and is to be used primarily by Community Service workers; and

WHEREAS, the Hutto Parks and Recreation Department will be responsible for the maintenance and operations of the equipment and trailer.

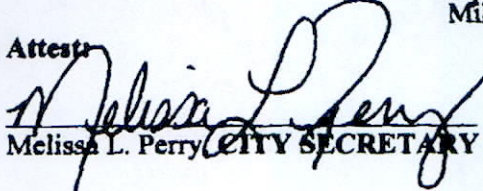
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

That the City Council of the City of Hutto hereby authorizes the execution of the interlocal agreement between the City of Hutto and Williamson County for the use of parks maintenance equipment.

CONSIDERED and RESOLVED on this the 3rd day of April, 2006.


Mike Ackerman, MAYOR

Attest:


Melissa L. Perry, CITY SECRETARY

SEAL

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into effect this the _____ day of _____, 2006, by and between **WILLIAMSON COUNTY** (the "County") and **THE CITY OF HUTTO, TEXAS** (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 parks and green belt areas of the City are provided for the use and enjoyment of the Hutto Community and Williamson County; and

WHEREAS, the County and the City desire to participate in the on-going improvements and maintenance of the Hutto parks and green belt areas of the City; and

WHEREAS, there is Equipment ("the Equipment" outlined in Exhibit A, attached hereto and made a part hereof) necessary for this on-going project of continued improvements and maintenance that can be provided by Williamson County to the City of Hutto for this use; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements here 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. The City and the County desire to work together in the on-going improvements and maintenance of the parks and green belt areas by use of the Equipment.

II.

Party Responsibilities

1. Equipment Maintenance. The City shall be responsible for all costs related to the repair, maintenance or replacement of the Equipment, as defined herein, and the Equipment shall remain under the supervision of the Parks and Recreation Department.
2. Funding. The County shall not be obligated to provide any additional consideration other than the permission to acquire for use of the Equipment. Any additional cost incurred for the maintenance, repair or replacement of the Equipment will be the City's obligation for payment.

III.

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 seven (7) years. If neither Party objects, this Agreement can be extended for an additional seven (7) year term.

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 the County regarding any other subject or matter, and does not modify, amend, ratify, confirm or renew any such other prior contract or agreement between 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 and is only providing the use of the Equipment.

3. Governmental Immunity. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in the equity to either of the Parties nor to create any legal rights or claim on behalf of any third party. Neither the City nor the 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 the 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 the 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 to this Agreement by their officers thereunto duly authorized.

WILLIAMSON COUNTY

By: John C. Doerfler 5-9-06
JOHN DOERFLER, **County Judge**
Williamson County, Texas

CITY OF HUTTO

By: [Signature]
MIKE ACKERMAN, **Mayor**
Hutto, Texas

EXHIBIT "A" ~ "THE EQUIPMENT"

<u>Quantity</u>	<u>Item Name/Description</u>	<u>Model# &/or Serial #</u>
1	Wells Cargo 12' Enclosed Trailer	#11WEC12273W271724
3	Craftsman 22" Push Mowers	Model #917.387360 Serial #100803M 145852 Serial #100803M 145856 Serial #091703M 136404
3	Craftsman 17" Weed-eaters 23cc	Model #358.795521 Serial #03195N500891 Serial #03311N701179 Serial #03311N701177
1	Hudson Supreme Back-Pak Sprayer	Model # 63184
2	Hand Axes	
2	Grub Hoes	
6	Garden Hoes	
1	Garden Rake	