

**SECOND AMENDMENT TO THE  
WILLIAMSON COUNTY REGIONAL  
ANIMAL SHELTER INTERLOCAL AGREEMENT**

**THIS SECOND AMENDMENT TO THE WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER INTERLOCAL AGREEMENT** ("First Amendment") is made and entered into effective this Dec. 21, 2017, by and between WILLIAMSON COUNTY; the CITY OF CEDAR PARK; the CITY OF HUTTO; the CITY OF LEANDER; the CITY OF ROUND ROCK; all of which are political subdivisions of the State of Texas ("the Parties").

**WITNESSETH:**

**WHEREAS**, Texas Government Code, Chapter 791, the Interlocal Cooperation Act provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities 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**, each of the Parties has previously approved an Interlocal Agreement (the "Agreement") and a First Amendment (the "First Amendment") regarding the operation and maintenance of the Williamson County Regional Animal Shelter (the "Regional Shelter"); and,

**WHEREAS**, the Parties now desire to amend the Agreement and First Amendment as stated in this Second Amendment;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the Parties agree to this Second Amendment to the Williamson County Regional Animal Shelter Interlocal Agreement as follows:

**I.**

That Article IV, Section 7 is hereby amended to read as follows:

7. Under the Agreement, the County was responsible for acquiring, owning and maintaining the Regional Shelter. The Parties now desire to share an undivided ownership interest in the Regional Shelter improvements, including the building(s) but excluding any real property. The undivided interest shall be as follows:

Williamson County	48.96 %
Cedar Park	10.21 %

Hutto	4.88 %
Leander	8.72 %
Round Rock	27.23 %

After the Second Amendment is approved, the County shall prepare an instrument conveying the above-described undivided ownership interests to each Party. The conveyance of the undivided ownership interests is specifically conditioned upon approval of each and every Party. Irrespective of the undivided ownership interests conveyed herein, no Party shall be entitled to any compensation for the undivided ownership interest if that Party elects to withdraw from the Agreement.

## II.

### MISCELLANEOUS

1. The Parties agree that in the event any provision of this Second Amendment is held by a court of competent jurisdiction to be in contradiction of any laws of the State of the Texas, the Parties will immediately rectify the offending portions of this Agreement. The Agreement and the First Amendment shall remain in full force and effect.
2. This Second Amendment constitutes the entire amendment of the Agreement between the Parties hereto, and supersedes all their oral and written negotiations, agreements, and understandings of every kind. The Parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever, which is not expressly stated in this Second Amendment of the Agreement has been made by any Party hereto or its officer, employees, or other agents to induce execution of this Second Amendment.
3. This Second Amendment shall be performable in Williamson County, Texas.
4. All other terms and conditions of the Agreement as previously approved by the Parties shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have set their hands the day and year first above written.

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**WILLIAMSON COUNTY**  
Commissioners Court

ATTEST:

By: 

DAN GATTIS  
County Judge -  
Williamson County, Texas

By: 

NANCY RISTER  
County Clerk

**CITY OF ROUND ROCK**  
City Council

ATTEST:

By: 

CRAIG MORGAN  
Mayor - Round Rock, Texas

By: 

SARA WHITE  
City Secretary *CLERK*

**CITY OF LEANDER**  
City Council

ATTEST:

By: 

CHRIS FIELDER  
Mayor - Leander, Texas

By: 

DARA CRABTREE  
City Secretary

**CITY OF CEDAR PARK**  
City Council

ATTEST:

By: 

MATT POWELL  
Mayor - Cedar Park, Texas

By: 

LEANN QUINN  
City Secretary

**CITY OF HUTTO**  
City Council

ATTEST:

By: 

DOUG GAUL  
Mayor - Hutto, Texas

By: 

BETH GIBSON LUCRETIA ALVAREZ  
City Secretary