

AGENDA ITEM # 19

March 18, 1997

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Consider approving interlocal agreement with Block House MUD for security patrols.

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To approve interlocal agreement with Block House MUD for security patrols.

Vote: Motion carried 5 - 0

< Clerk copy here >

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March 4, 1997

Judge John C. Doerfler
Williamson County Sheriff's Department
508 S. Rock
Georgetown, Texas 78626

Re: Block House Municipal Utility District - Interlocal
Agreement for Security Patrols

Dear Judge Doerfler:

Enclosed please find 3 originals of the Interlocal Agreement for Security Patrols between Block House Municipal Utility District and Williamson County. The Board of Directors of the District approved a one-year extension of this Agreement at its meeting on February 26, 1997. Please execute all 3 originals where provided, retain an original for your files and return the other 2 originals to me at the letterhead address.

In the event you have any questions or need anything further in connection with this matter, please do not hesitate to contact me.

Yours very truly,

Denise L. Motal

Denise L. Motal
Legal Assistant to
Sue Brooks Littlefield

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Enclosures

cc: Sheriff Ed Richards
Commissioner Greg Boatright
Cecilia Roberts

INTERLOCAL AGREEMENT FOR SECURITY PATROLS

THE STATE OF TEXAS §
 §
 COUNTY OF WILLIAMSON §

This Interlocal Agreement for Security Patrols ("Agreement") is made and entered into by and between Williamson County, Texas (the "County") and Block House Municipal Utility District (the "District"), to set forth the terms and conditions under which the County will provide additional security patrols by the Williamson County Sheriff's Department (the "Department") of the property within the District.

RECITALS:

WHEREAS, the District is a political subdivision of the State of Texas situated within the County; and

WHEREAS, the County is a political subdivision of the State which provides, through the Department, law enforcement services within the geographic area encompassed by the County, including the District; and

WHEREAS, the District desires to obtain increased security patrols within the District for purposes of preventing or abating offenses against the rules of the District and the laws of the State, as permitted by Section 49.216 of the Texas Water Code; and

WHEREAS, the District and the County are empowered, under Chapter 791 of the Government Code, the Texas Interlocal Cooperation Act (the "Cooperation Act"), to contract with each other for the performance of governmental functions, including police protection; and

WHEREAS, increased patrols by the Department would mutually benefit the parties, and serve to protect the public interest and the public health, safety, and welfare;

NOW, THEREFORE, know all men by these presents, that good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the County agree as follows:

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Section 1. Patrol Services. The County agrees to provide additional patrol services in 2 hour blocks, during high-risk periods, 4 days per week. The time blocks and the number of patrols may be changed by mutual agreement of the parties. The deputy providing the services must, at a minimum, drive through the parking lot for Block House Park and walk through the Park during each patrol. During the walk-through, the deputy will monitor the restrooms located in the Park for vandalism. A written report stating the date and time of each patrol and any incidents or other activities observed will be submitted

monthly, by the last day of the month. This agreement will in no way relieve the County of its obligation to provide routine patrol services to property within the District on the same basis as these services are provided to other property within the County. These services are in addition to, and not in lieu of, these routine services.

Section 2. Compensation. For the additional patrol services provided by the County, the District agrees to pay, from current revenues, the lesser of (i) \$20 per hour; or (ii) one and one-half times the normal rate for patrol service per hour. The County authorizes and directs the District to pay all sums due and payable hereunder directly to the deputy providing additional patrol services to the District. The County will prepare and issue to each deputy a time sheet indicating: (a) the total hours of additional patrol services rendered by the deputy, and (b) the County's approval of the services, and forward these time sheets to the District for payment. The total amount payable by the District must not exceed \$2,500 per month. The District, in paying for the governmental services rendered by the County through the Department, will make payments out of current revenues available to the District, as required by the Cooperation Act. The District agrees to issue IRS forms 1099 to each deputy providing services, setting forth the total sum paid to the deputy for each calendar year in which services are performed.

Section 3. Performance of Patrol Services. Additional patrol services provided to the District under this Agreement will be provided by deputies employed by the Department, and the deputies will remain under the control and supervision of the County at all times. The deputies providing services under this Agreement will perform duties in the same manner as if providing patrol services within the District in the absence of this Agreement, and will remain County employees, entitled to the same benefits, and subject to the same restrictions as any other deputy; however, the direct hourly compensation to be paid to the deputy will be paid as provided in Section 2. The deputies must wear their Sheriff's Department uniforms and equipment and utilize marked Sheriff's Department patrol cars while providing services under this Agreement. All equipment, uniforms, and insurance will be the sole responsibility of the County. All deputies providing services will be acting in the course and scope of their employment by the County at all times while engaged in the performance of the additional patrol services contemplated hereunder.

Section 4. Indemnity. The District will have no liability relating to any action taken by any deputy providing services under this Agreement. To the extent permitted by applicable law, the County will indemnify the District from any liability, claim or demand, including attorney's fees for the defense thereof, arising as the result of any act or failure to act by any deputy providing services under this Agreement.

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Section 5. Notice. Any notice given hereunder must be in writing, and may be effected by personal delivery, or by certified mail, return receipt requested, at the address of the respective parties indicated below:

District:	Block House Municipal Utility District P.O. Box 129 Leander, Texas 78641
County:	Williamson County Sheriff's Department 508 South Rock Georgetown, Texas 78626

These addresses for notice may be changed by either party by delivering written notice of the change, in accordance with the requirements of this Section, to the other party.

Section 6. Term. The term of this agreement shall expire on April 30, 1998, unless sooner terminated by either party by giving written notice to the other party.

Section 7. General Provisions.

- a. Interlocal Cooperation. The District and the County agree to cooperate with each other, in good faith, at all times during the term hereof in order to effectuate the purposes and intent of this Agreement. Each party acknowledges and represents that this Agreement has been duly authorized by their respective governing body.
- b. Entire Agreement; Amendments. This Agreement contains the entire agreement between the parties respecting the subject matter, and supersedes all prior understandings and agreements between the parties. This Agreement may not be modified or amended except by written agreement duly executed by both parties.
- c. Interpretation. This Agreement has been entered into under the authority granted under the Cooperation Act. All terms and provisions are to be construed and interpreted consistently with that Act.
- d. Invalid Provisions. Any provision of this agreement that is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable will not be deemed to impair, invalidate, or nullify the remainder of this Agreement.
- e. Applicable Laws. This Agreement will be construed in accordance with the laws and constitution of the State of Texas. All obligations are performable in Williamson County, Texas, and venue for any action hereunder will be in Williamson County, Texas.

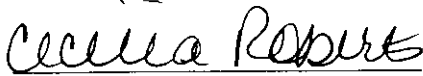
Executed on the date or dates indicated below, to be effective April 30, 1997.

Date: 2-26-97

BLOCK HOUSE MUNICIPAL UTILITY
DISTRICT

By: 
Chris Munn, President
Board of Directors

ATTEST:


Cecilia A. Roberts, Secretary
Board of Directors

Date: _____

WILLIAMSON COUNTY, TEXAS

By: _____
John C. Doerfler, County Judge

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**AGREEMENT BY AND BETWEEN BRUSHY CREEK MUNICIPAL UTILITY DISTRICT AND
WILLIAMSON COUNTY FOR PARTICIPATION IN AND FUNDING OF THE
WILLIAMSON COUNTY HOUSEHOLD HAZARDOUS WASTE COLLECTION
SCHEDULED FOR SPRING 1997**

Brushy Creek Municipal Utility District ("District") hereby elects to participate as a "Local Sponsor" in the Williamson County Household Hazardous Waste Collection ("Collection") to be financially coordinated by Williamson County ("County"). The District further agrees to pay \$5,000 for the Collection by April 1, 1997, in advance of the Collection. In the event unused funds remain after the Collection, the remaining funds will be used for additional projects in Williamson County related to Household Hazardous Waste collection and/or management.

The County agrees to be the entity responsible for taking all actions necessary to cause the Collection to be conducted, for the management and disbursement of Collection funds and will use its best efforts to complete the Collection by June 1, 1997.

The obligations of the District and the County under this Agreement are contingent upon the County: (i) being able to enter into a contract with a professional hazardous waste management company for the collection, packaging, transportation, and disposal of household hazardous wastes related to the Collection; (ii) being able to receive approvals for the Collection from the Texas Natural Resource Conservation Commission; and (iii) being able to enter into agreements similar to this Agreement with other Local Sponsors.

In the event that the Collection is not held by July 1, 1997, this Agreement is null and void and your contribution will be returned.

Agreed and accepted this 13th day of February 1997.

Williamson County

By: _____
Judge Doerfler
County Judge

Brushy Creek Municipal Utility District

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By: James Griffith
James Griffith
President, Board of Directors

AGENDA ITEM # 20

March 18, 1997

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Consider authorizing advertising and setting date to open bids for various Capital Metro projects.

Moved: Commissioner Mehevec

Seconded: Commissioner Hays

Motion: To authorize the County Road Superintendent to advertise 10:15 a.m. on April 22, 1997, to open bids for various Capital Metro projects.

Vote: Motion carried 5 - 0

AGENDA ITEM # 21

March 18, 1997

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Consider authorizing advertising and setting date to receive bids for contract seal coating and contract mowing.

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To authorize County Auditor to advertise 10:15 a.m. on April 8, 1997, to receive bids for contract seal coating and contract mowing.

Vote: Motion carried 5 - 0

AGENDA ITEM # 22

March 18, 1997

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Hold public hearing on placement of directional signs to Delavan Cove in Woods of Brushy Creek, Section 2, Phase 2.

At 10:20 a.m. Judge Doerfler announced public hearing open on placement of directional signs to Delavan Cove in Woods of Brushy Creek, Section 2, Phase 2.

Commissioner Hays addressed the court on this issue.

At 10:21 a.m. Judge Doerfler announced public hearing closed.

AGENDA ITEM # 23

March 18, 1997

VOL. 87, pg.544

Consider approving directional signs to Delavan Cove in Woods of Brushy Creek, Section 2, Phase 2.

Moved: Commissioner Hays

Seconded: Judge Doerfler

Motion: To approve directional signs to Delavan Cove in Woods of Brushy Creek, Section 2, Phase 2.

Vote: Motion carried 5 - 0

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AGENDA ITEM # 24

March 18, 1997

VOL. 87, pg.544

Consider noting in minutes Williamson County Road and Bridge may be bidding on various pieces of equipment at public auction in Ft. Worth.

Moved: Commissioner Boatright

Seconded: Commissioner Hays

Motion: To note in minutes Williamson County Road and Bridge may be bidding on various pieces of equipment at March 18/19, 1997, public auction in Ft. Worth.

Vote: Motion carried 3 - 1 with Commissioner Mehevec voting against the motion and Commissioner Heiligenstein absent from the dais.

AGENDA ITEM # 25

March 18, 1997

VOL. 87, pg.544

Consider accepting bond for Nickey Lawrence, Precinct #2.

Moved: Judge Doerfler

Seconded: Commissioner Boatright

Motion: To accept bond for Nickey Lawrence, Precinct #2.

Vote: Motion carried 4 - 0 with Commissioner Heiligenstein absent from the dais.