

AGENDA ITEM # 24

June 17, 1997

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Consider approving blocking off entire Vista Hills Boulevard (In Vista Oaks Subdivision) from intersection of Honey Bear Loop & Grayling Lane to the recreation center (at end of Vista Hills) from 10:00 a.m. to 11:00 a.m. on July 4, 1997, for parade.

Moved: Commissioner Hays

Seconded: Commissioner Boatright

Motion: To approve blocking off entire Vista Hills Boulevard (In Vista Oaks Subdivision) from intersection of Honey Bear Loop & Grayling Lane to the recreation center (at end of Vista Hills) from 10:00 a.m. to 11:00 a.m. on July 4, 1997, for parade.

Vote: Motion carried 4 - 0

AGENDA ITEM # 25

June 17, 1997

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Consider approving posting of barricades and signs on above listed roads for traffic control.

Moved: Commissioner Hays

Seconded: Commissioner Boatright

Motion: To approve posting of barricades and signs for traffic control on roads listed in Agenda Item # 24.

Vote: Motion carried 4 - 0

AGENDA ITEM # 26

June 17, 1997

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Consider approving an interlocal agreement for security services with North Austin Municipal Utility District No. 1.

Moved: Commissioner Boatright

Seconded: Commissioner Heiligenstein

Motion: To approve interlocal agreement for security services with North Austin Municipal Utility District No. 1.

Vote: Motion carried 4 - 0

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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 North Austin Municipal Utility District No. 1 (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 with a majority of its area located 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

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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:

Section 1. Patrol Services. The County agrees to provide additional patrol services during high-risk periods, up to 30 hours per month. The time blocks and the number of patrols shall be determined by the Department and the Department shall notify the general manager o the District of the schedule. The Department and the District may amend the number of hours by the mutual written consent of the Department and the District. The deputy providing the services must, at a minimum, drive through the parking lot for Rattan Creek Park and walk through the Park during each patrol. During the walk-through, the deputy will monitor the facilities 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) \$18 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 \$600 per month unless the number of approved hours is modified by the District and the Department. 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.

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: North Austin Municipal Utility District No. 1
c/o ECO Resources, Inc.
9511 Ranch Road 620 N.
Austin, Texas 78726
Attn: Gary Spoons, General Manager

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 September 30, 1997, unless sooner terminated by either party by giving written notice to the other party. Provided, however, this agreement may be extended by the mutual agreement of the parties.

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 _____, 1997.

Date: _____

NORTH AUSTIN MUNICIPAL UTILITY
DISTRICT NO. 1

By: _____

Steve D. Peña, President
Board of Directors

ATTEST:

Robert K. Schultz, Secretary
Board of Directors

Date: 6-17-97

WILLIAMSON COUNTY, TEXAS

By: John C. Doerfler
John C. Doerfler, County Judge

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AGENDA ITEM # 27

June 17, 1997

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Consideration and action with respect to "Order Authorizing the issuance of Williamson County, Texas Combination Tax and Revenue Certificates of Obligation, series 1997; Levying an Ad Valorem Tax and Pledging Certain Revenues in Support of the Certificates; Approving an Official Statement and a Paying Agent/Registrar Agreement; Making Certain Continuing Disclosure Undertakings; and Authorizing Other Matters Related to the Certificates."

Moved: Commissioner Hays

Seconded: Judge Doerfler

Motion: To approve "Order Authorizing the issuance of Williamson County, Texas Combination Tax and Revenue Certificates of Obligation, series 1997; Levying an Ad Valorem Tax and Pledging Certain Revenues in Support of the Certificates; Approving an Official Statement and a Paying Agent/Registrar Agreement; Making Certain Continuing Disclosure Undertakings; and Authorizing Other Matters Related to the Certificates.

Vote: Motion carried 4 - 0

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