

AGENDA ITEM # 22November 18, 1997\*Consider approving the following line item transfer:

From: 200-210-5000	Small Equipment & Tools	\$845.00
To: 100-409-4992	Solid Waste Management	\$845.00

No action taken on this agenda item.

COMMISSIONERS COURT RECESSED TO EXECUTIVE SESSION AT 10:15 A.M. ON TUESDAY, NOVEMBER 18, 1997.

AGENDA ITEM # 23November 18, 1997\*

Discuss potential litigation pertaining to damage at Zimmerhanzel, Hatcher and Kilgore properties. (EXECUTIVE SESSION REQUESTED as per V.T.C.A. Govt. Code sec. 551.071 consultation with attorney)

Present were Judge Doerfler, Commissioners Heiligenstein, Boatright, Hays and Mehevec, along with Greg Bergeron County Road Superintendent and Attorney Charles Crossfield.

Potential litigation pertaining to damage at Zimmerhanzel, Hatcher and Kilgore properties was discussed but no action was taken in Executive Session.

COMMISSIONERS COURT RECONVENED AT 10:43 A.M. ON TUESDAY, NOVEMBER 18, 1997.

AGENDA ITEM # 24November 18, 1997\*

Discuss and take any appropriate action on damage at Zimmerhanzel, Hatcher and Kilgore properties.

No action was taken on this agenda item.

AGENDA ITEM # 25November 18, 1997\*

Hear comments from Commissioners.

Commissioner Heiligenstein requested all the transportation planning companies to be aware of our dilemma on the alternatives to Mokan. He also requested an interpretation on the bond package, whether the funds can be used for any alternative routes to IH-35, including but not limited SH 130. Since it seems SH 130 is going to take 10 to 15 years we should look at alternative routes to help our Williamson County residents to get where they need to go.

**EMERGENCY ADDITION TO THE AGENDA:**AGENDA ITEM # 26November 18, 1997\*

Discuss and take any appropriate action on agreement for Sheriff's Department to provide security for IH-35 road improvement work.

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To approve agreement for Sheriff's Department to provide security for IH-35 road improvement work.

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

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## Contract

**Parties:** Williamson County, Texas, a body corporate and politic of the State of Texas, and the Dean Word Co. of P.O. Box 310330, New Braunfels TX 78131.

**Purpose:** To create a safe environment for both the crews of the Dean Word Co. and the citizens that are passing through the construction site for improvements on Interstate Highway 35 in Williamson County, Texas, by permitting road security in marked patrol units by off-duty commissioned peace officers.

**Scheduling:** Deputies will be scheduled to fill every slot that Dean Word Co. requests. However, Dean Word Co. agrees that if 24 hour notice is not given, the Sheriff's Department will make a diligent effort to fill that position, but can make no guarantee that one will be available.

The Williamson County Sheriff's Department will provide a person designated to be the main contact for scheduling officers. Dean Word Co. will be given the work, pager, and home number of this person so that they can be reached at any time to maintain an accurate schedule. At the end of the week, a pay sheet will be included for the scheduler to be paid two hours a day for the days that work is scheduled. The rate will be \$18.00 per hour.

The scheduler will also be responsible for contacting deputies to work, notification of officers that are scheduled to work and to fill any open slots that may arise for any reason. The scheduler will also collect all pay sheets and forward them to Dean Word Co. Dean Word Co. will then mail checks to the scheduler and it will be the scheduler's responsibility to distribute the checks.

**Compensation:** Dean Word Co., agrees to pay Deputies of the Williamson County Sheriff's Department \$18.00 per hour and agrees to pay Williamson County \$7.00 per hour for use of the Sheriff's Office patrol cars.

All work will be done on an hourly basis with a two hour minimum for both the Deputy and Vehicle.

Dean Word Co. agrees to pay the Deputies individually and will cut one check to Williamson County for the use of the cars. Checks will be cut at the end of each week and will be mailed to the designated person at the Williamson County Sheriff's Department. The Williamson County Sheriff's Department will provide Dean Ward Co. with time sheets signed by both the deputies providing the security and the on-site foreman for Dean Word Co.

Deputies' pay will start at the scheduled start time from the Dean Word Co., and not the time that construction actually starts.

A two hour minimum will be charged for any security that is scheduled and not canceled within a 24 hour period prior to the security beginning.

**Working Conditions:** The Williamson County Sheriff's Department will not allow Deputies that have just left their regular duty shift to work security, due to officers being exhausted at the end of their tour of duty. Similarly, deputies will not be allowed to work security and then come directly to work for the County. This will be the responsibility of the scheduler to keep coordinated.

Deputies performing road security shall dress and act as if they are on routine patrol. There will be no special privileges given to those on security detail.

Dean Word Co. understands that Deputies will follow all Policies and Guidelines set out by the Williamson County Sheriff's Department at all times, and cannot be allowed or ordered by any representative of the Dean Word Co. to do anything that would cause those policies to be violated.

In the event a serious infraction of the law occurs in the presence of the officer, they are legally obligated to act. The deputy providing security shall notify

dispatch as soon as possible to have an on-duty officer dispatched to take control, to allow the original off-duty deputy to go back to working security.

**Term:** This Contract between Dean Word Co. and the Williamson County Sheriff's Department becomes effective on November 18, 1997, and shall expire the last day of December 1998. In the event construction is to continue beyond that time, this contract shall be resubmitted to all parties involved for approval.

This contract can be canceled by either party at any time during the contract without penalty, provided that 30 days notice in writing is given to the other party.

**Responsibility:** While they are working security, the deputies will be considered off duty and are not to be considered as acting as employees of Williamson County. The County and Sheriff shall have no power or responsibility for directing their services or controlling their conduct beyond that extending to any other off-duty officer working a security position. Williamson County shall take no direct official role in the services rendered, except as expressly provided in this Contract, and except to the extent that the Sheriff's Department regulates similar off-duty employment by deputies for the protection of public safety

The County assumes no responsibility or liability to any person or party for actions of an off-duty deputy not directly involved in his or her official duties for the Sheriff's Department. Deputies performing these road security duties are on notice that Williamson County can assume no responsibility for any actions that they may take apart from their official duties, and may not be legally permitted to provide legal defense or indemnification if they should be sued for actions outside their official responsibilities. Since they are not working for the County, the County is not responsible for any part of their compensation, except when they are performing official duties under the supervision of the Department.

Dean Word Co. agrees to indemnify and hold Williamson County and its Sheriff harmless from any claims against them by any person arising from the actions of

Contract: Williamson County & Dean Word Co.

the company's own officers, employees, and agents in connection with either the construction project or this contract.

Dean Word Co. shall have no direct liability to Williamson County relating to any action taken by any deputy provided in the service of this contract. The liability of Dean Word Co. to the deputies or other third parties is determined by applicable legal principles (including any direct contractual relationships between the company and the deputies) and is not affected by this contract.

Entered into by the Parties above named on November 17, 1997.

Williamson County, Texas

Dean Word Co.

John C. Doerfler 11-18-97  
By: John Doerfler,  
County Judge

Kyle Klusmann  
By: Dean Word Co.,  
Kyle Klusmann

COMMISSIONERS COURT ADJOURNED AT 11:45 A.M. ON TUESDAY, NOVEMBER 18, 1997.

AGENDA:

MINUTES

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of the

WILLIAMSON COUNTY ROAD DISTRICT MEETING

November 18, 1997

THE STATE OF TEXAS            )) (

COUNTY OF WILLIAMSON        )) ( BE IT REMEMBERED that at 11:45 A.M. on this the 18th day of November A.D., 1997, there was begun and holden a SPECIAL SESSION of the Commissioners Court of Williamson County, Texas, pursuant to V.A.C.S. art. 6702-1, acting as ex-officio road commissioners of their respective precincts, the following members being present, to-wit:

JOHN C. DOERFLER, County Judge  
MICHAEL L. HEILIGENSTEIN, Commissioner, Precinct 1  
GREGORY W. BOATRIGHT, Commissioner, Precinct 2  
DAVID S. HAYS, Commissioner, Precinct 3  
JERRY L. MEHEVEC, Commissioner, Precinct 4  
ELAINE BIZZELL, County Clerk

I.                               November 18, 1997

Read and approve the minutes of the last meeting.

Moved: Judge Doerfler

Seconded: Commissioner Mehevec

Motion: To approve the minutes of the November 4, 1997 meeting.

Vote: Motion carried 5 - 0

II.                             November 18, 1997

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Discuss and take appropriate action on the Southeast Williamson County Road District #1, including, but not limited to payment of bills.

Moved: Judge Doerfler

Seconded: Commissioner Boatright

Motion: To approve payment of \$1,070.70 to Brown McCarroll Sheets & Crossfield, L.L.P.

Vote: Motion carried 5 - 0

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