

AGENDA ITEM # 26September 8, 1998

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Consider awarding, rejecting or extending bid for erection of metal buildings at Central Maintenance Facility.

Commissioner Hays distributed bid tab sheets to court members.

Judge Doerfler requested Assistant County Auditor Genny Atkinson have this project begin as quickly as possible in order to pay from the current budget year.

Moved: Commissioner Hays

Seconded: Judge Doerfler

Motion: To award Troy Bonnet Construction \$46,920.00 bid for erection of metal buildings at Central Maintenance Facility.

Vote: Motion carried 5 - 0

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*approved
9-8-98
John C. Dwyer*

ERECTION OF PREFABRICATED METAL BUILDINGS

BID TAB

VENDOR NAME	DESCRIPTION	QUANTITY	UNIT COST	EXTENDED COST	TOTAL BID
TROY BONNET CONSTRUCTION	Erection of 30' x 60' x 14' bldg	1	3,542.00	3,542.00	
	Erection of 40' x 120' x 14' bldg	1	8,496.00	8,496.00	
	Erection of 35' x 300' x 14' bldg	2	17,441.00	34,882.00	46,920.00
BARECKY CONSTRUCTION COMPANY	Erection of 30' x 60' x 14' bldg	1	1.85 sq. ft.	3,321.00	
	Erection of 40' x 120' x 14' bldg	1	1.85 sq. ft.	8,856.00	
	Erection of 35' x 300' x 14' bldg	2	1.85 sq. ft.	38,745.00	50,922.00
CRESCENT CONSTRUCTION COMPANY	Erection of 30' x 60' x 14' bldg	1	5,000.00	5,000.00	
	Erection of 40' x 120' x 14' bldg	1	12,000.00	12,000.00	
	Erection of 35' x 300' x 14' bldg	2	23,100.00	46,200.00	63,200.00
WYNHART CONSTRUCTION INC	Erection of 30' x 60' x 14' bldg	1	7,588.00	7,588.00	
	Erection of 40' x 120' x 14' bldg	1	14,718.00	14,718.00	
	Erection of 35' x 300' x 14' bldg	2	24,649.00	49,298.00	71,604.00

AGENDA ITEM # 27**September 8, 1998*******

Consider approving resolution to various congressmen concerning Stormwater Phase II impact on Williamson County.

Moved: Commissioner Heiligenstein

Seconded: Commissioner Boatright

Motion: To approve resolution to various congressmen concerning Stormwater Phase II impact on Williamson with financial contribution up to \$20,000.00. from Professional Services line item.

Vote: Motion carried 5 - 0

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RESOLUTION

Resolution regarding the County's Participation in the Storm Water Phase II Coalition

WHEREAS, the United States Environmental Protection Agency has proposed Phase II Storm Water Discharge Regulations and the proposed regulations have been published in the Federal Register; and

WHEREAS, during the public comment period which ended April 9, 1998, the Texas Association of Counties submitted comments to the EPA opposing the adoption of the proposed regulations; and

WHEREAS, the proposed regulations, if adopted in current form, will have enormous economic consequences for many counties and require local governments to conduct the proposed federal regulatory program; and

WHEREAS, the 38 counties automatically designated in the proposed rules will be required to obtain permits for storm water discharges from "small municipal storm sewer systems", also known as MS4's; and

WHEREAS, in these 38 counties a drainage ditch in the county right-of-way will be considered an MS4 and therefore the county will be required to develop and enforce the storm water management program; and

WHEREAS, every county in the State of Texas which engages in construction activities of at least one acre (such as clearing, grading, and excavating) will be required to obtain permits for discharges from such sites; and

WHEREAS, Texas counties lack the authority to enact ordinances and implement all of the regulatory requirements that Phase II requires; and

WHEREAS, a Texas County Storm Water Phase II Coalition has been formed to provide an organized county initiative in opposition to the proposed rules; and

WHEREAS, the Coalition will work with State and Federal leaders to make Phase II a more workable and affordable program for counties to implement; and

WHEREAS, the Coalition will be solely funded by counties who which to participate in the efforts of this Coalition; and

WHEREAS, the Texas Association of Counties will serve as the facilitator in this project and will collect and deposit all county contributions into the Coalition fund; and

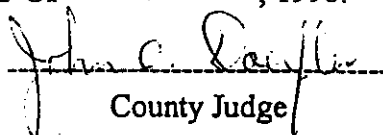
WHEREAS, all expenditures from this fund will be authorized and approved by the Coalition Public Official's Steering Committee, which will be comprised of county officials.

NOW, THEREFORE, BE IT RESOLVED, that ~~Williamson~~ County opposes the adoption and implementation of the EPA's Phase II Storm Water Discharge Regulations as proposed; and

BE IT FURTHER RESOLVED, that ~~Williamson~~ County supports the efforts of the Texas County Storm Water Phase II Coalition; and

BE IT FINALLY RESOLVED, that ~~Williamson~~ County agrees to a financial contribution to the Texas Association of Counties in the amount of ~~\$20,000.00~~ to support the efforts of the Coalition

APPROVED THIS THE 8 DAY OF Sept, 1998.


County Judge

AGENDA ITEM # 28

September 8, 1998

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Consider waiving penalty and interest for various tax accounts as recommended by Tax Assessor/Collector.

Moved: Judge Doerfler

Seconded: Commissioner Hays

Motion: To approve waiving penalty and interest for various tax accounts as recommended by Tax Assessor/Collector.

Vote: Motion carried 5 - 0

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Memorandum

To: Members of the Commissioners Court

From: Deborah M. Hunt, CTA

Date: September 1, 1998

Re: Waiver of Penalty & Interest

In accordance with Section 33.011 of the Texas Property Tax Code, "The Governing Body of a taxing unit shall waive penalties and may provide for the waiver of interest if interest on a delinquent tax is an act or omission of an officer, employee, or agent of the taxing unit or the appraisal district in which the taxing unit participates caused or resulted in the taxpayer's failure to pay the tax before delinquency and if the tax is paid within 21 days after the taxpayer knows or should know of the delinquency."

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Account #	Name	1997 P&I + Attorney	Description
R347360	Gary W. Miller	\$12.16 + \$11.42	Tax office posting error. Incorrect account paid.

R014965	Johnny Leshber	\$51.01 + \$25.44	City of Taylor tax office posting error. Incorrect account paid by mortgage company, taxpayer tried to pay but wasn't notified when mortgage company requested refund.
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R065352	Mellon Mortgage	\$101.30 + \$95.18	Tax office's bank returned check in error.
R065843	Mellon Mortgage	\$57.48 + \$54.00	Tax office's bank returned check in error.
R358582	Mellon Mortgage	\$213.48 + \$200.55	Tax office's bank returned check in error.
R303517	Mellon Mortgage	\$65.37 + \$61.42	Tax office's bank returned check in error.
R373769	Mellon Mortgage	\$50.37 + \$47.32	Tax office's bank returned check in error.
R023129	Mellon Mortgage	\$34 + \$32	Tax office's bank returned check in error.
TOTAL	Mellon Mortgage	\$488.34 + \$458.79	

approved 9-8-98
John C. Doerfler

AGENDA ITEM # 29September 8, 1998

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Discuss and take appropriate action on feasibility analysis for Highway 79/County Road 122 200 acre parcel.

Commissioner Heiligenstein discussed the possibility of a feasibility analysis for the best use of the 200 acre tract located at intersection of Highway 79 and County Road 122.

Moved: Commissioner Mehevec

Seconded: Judge Doerfler

Motion: To appoint Commissioner Heiligenstein to bring proposals to court in a couple of weeks on feasibility analysis of 200 acre parcel located at Highway 79 and County Road 122.

Vote: Motion carried 5 - 0

AGENDA ITEM # 30September 8, 1998

*

Consider authorizing Hart Information Services to be sole source provider for AIS ballots.

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To authorize Hart Information Services as sole source provider for AIS ballots.

Vote: Motion carried 5 - 0

AGENDA ITEM # 31September 8, 1998

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Discuss and consider approving order for collection of Child Safety Fund fee for calendar year 1999.

County Attorney Gene Taylor read the statute explaining the county may deduct an administrative fee not to exceed 10% of the total amount collected.

The collection agency (Tax Assessor-Collector) may deduct a prorata share for schools located in unincorporated areas and the balance to schools located in incorporated areas.

Mr. Taylor advised the statute also states if the county does not operate a school crossing guard program or if the money received exceeds the amount necessary to fund school crossing guard programs the county may either deposit the additional money in an interest bearing account or expend it for programs designed toward child safety, health, education and nutrition, including child abuse prevention, drug and alcohol programs.

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Commissioner Heiligenstein advised child safety should be one of our highest concerns and priorities.

Assistant County Attorney David Laibovitz advised the court Bexar, Blanco, Brazos, Dimmit, Gillespie, Llano, Harris, Maverick and Travis Counties have adopted this policy.

Mr. Laibovitz advised Williamson County could collect this fee for three (3) reasons:

1. Section 502.173 a & h of the Texas Transportation Code expressly authorizes counties with less than 1,180,000 million residents to collect the school crossing guard fee

The only prerequisite is for Commissioners Court to forward an order to Texas Department of Transportation by September 10 of the year prior to the year collection of the fee will begin

2. The Legislature expressly said, "This relates to the use of school crossing guards in both municipalities and counties."
3. Texas Department of Transportation administers this program for the Legislature. Claudia Wood, who is in charge of the program at TxDOT, assured David that Williamson County could participate in this program if an order was faxed or delivered to her no later than September 10, 1998.

Ms. Wood assured him Williamson County could give money to schools located in unincorporated areas of the county.

Those schools who have a crossing guard program in effect can receive money from the county but must use the money only for their crossing guard program. Those schools who do not have a crossing guard program in effect can use the money to set up such a program, child safety, health and nutrition programs, child abuse prevention programs, drug and alcohol abuse prevention, funding to the Sheriff's Department for school related activities, funding to the County Juvenile Probation Department and the County General Fund.

Commissioner Heiligenstein suggested Assistant County Attorney David Laibovitz and Commissioners Assistant Julie Lyons be prepared to present a collection and distribution policy to Commissioners Court on September 29, 1998.

Moved: Commissioner Boatright

Seconded: Commissioner Heiligenstein

Motion: To approve order for collection of \$1.50 Child Safety Fund fee for calendar year 1999.

Vote: Motion carried 4 - 1 with Commissioner Hays voting against the motion
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COMMISSIONER'S COURT ORDER

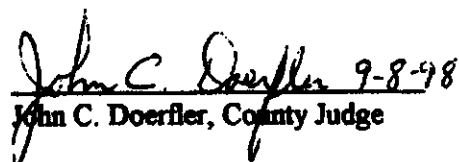
TEXAS DEPT. OF TRANSPORTATION IMPOSITION OF EXTRA FEES REGISTRATION YEAR 1999

Chapter 502 of the Transportation Code, relating to the registration of vehicles, provides counties the option of imposing, in addition to the registration fee, two extra fees.

The Commissioner's Court of Williamson County does hereby approve and authorize an extra fee in the amount of \$1.50 for each vehicle registered in the county to fund a school crossing guard program to be effective January 1, 1999.

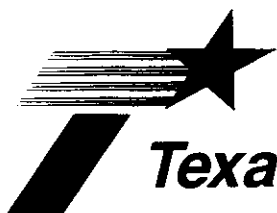
SO ORDERED THIS 8TH DAY OF SEPTEMBER, 1998.

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 9-8-98
John C. Doerfler, County Judge

ATTEST:


Nancy E. Rister, County Clerk



Texas Department of Transportation

VEHICLE TITLES AND REGISTRATION DIVISION • AUSTIN, TEXAS 78779-0001 • (512) 465-7611

June 29, 1998

Honorable John C. Doerfler
Williamson County Judge
710 Main St 2nd Fl
Georgetown, TX. 78626-5713

SUBJECT: IMPOSITION OF EXTRA FEES

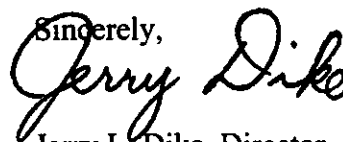
Chapter 502 of the Transportation Code, relating to the registration of vehicles, provides counties the option of imposing, in addition to the registration fee, **two** extra fees.

The provisions of Section 502.172 provide for a county road and bridge fee in an amount that does not exceed \$10.00 for each vehicle registered in the county. An extra fee in an amount not to exceed \$1.50 for each vehicle registered in the county is available under the provisions of Section 502.173 to fund a school crossing guard program. However, vehicles registered with Machinery and Farm Trailer License Plates are exempt from both provisions.

The amounts of both optional fees are set by a Commissioners Court. Counties are statutorily required to notify the department of their intent by Commissioners Court Order, if you change your fees. The notification deadline for the road and bridge fee is **September 1st of each year**. The deadline for notification of the school crossing guard fee is **September 10th of each year**.

Please complete the attachment on the imposition of extra fees for registration year 1999. If your response requires a County Commissioners Court Order (a fee change), we request that the **original** order be mailed to us no later than the date indicated. We have also included a fee chart which indicates what extra fee(s) your county currently collects.

A postage paid self addressed envelope is enclosed for your convenience. Any questions you may have regarding this matter may be directed to David Linzey, Director of Headquarter Operations, at (512) 465-7719 or Martha H. Lockhart, Customer Information Services Branch Manager at (512) 465-7620. Thank you very much for your timely response.

Sincerely,

Jerry L. Dike, Director
Vehicle Titles and
Registration Division

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JLD/jrc

Enclosures

cc: County Tax Assessor-Collector
VTR Regional Manager
District Engineer (Note: This letter was sent to each County Judge in your district.)
An Equal Opportunity Employer

SCHEDULE OF TEXAS REGISTRATION FEES

EFFECTIVE January 1, 1998

EXPIRES December 31, 1998

STATE LAW ALLOWS THE COLLECTION OF LOCAL FEES AT THE TIME OF VEHICLE REGISTRATION

The fees indicated below are local fees that will be collected with your vehicle registration fee through your County Tax Assessor-Collector's office. The total fee shown on the far right portion of your renewal notice includes the extra fees if applicable. Please enclose an additional \$1.00 for handling when registering by mail. **Owners of machinery and farm trailers are not subject to the payment of the extra fees, only the registration fees.**

Anderson \$10	Brazos \$11.50	Clay \$10	Deal Smith \$10	Foard \$10	Hardeman \$10	Jack \$10	Lamb \$10	Maverick \$11	Nueces \$10	Robertson \$5	Swisher \$10	Waller \$10
Andrews \$5	Brewster \$7	Cochran \$5	Delta \$5	Fort Bend \$10	Hardin \$10	Jackson \$7.50	Lampasas \$10	McCulloch \$5	Ochiltree \$10	Rockwall \$10	Tarrant \$10	Washington \$10
Angelina \$10	Briscoe \$10	Coke \$10	Denton \$10	Franklin \$10	Harris \$11.50	Jasper \$5	La Salle \$10	McLennan \$10	Oldham \$10	Runnels \$10	Taylor \$10	Webb \$11.50
Aransas \$5	Brooks \$10	Coleman \$10	DeWitt \$10	Freestone \$10	Harrison \$10	Jeff Davis \$5	Lavaca \$10	Medina \$5	Orange \$10	Rusk \$10	Terrell \$5	Wharton \$10
Armstrong \$5	Brown \$10	Collin \$10	Dimit \$11.50	Frio \$10	Hartley \$5	Jefferson \$10	Lee \$10	Menard \$10	Palo Pinto \$10	Sabine \$10	Terry \$10	Wheeler \$5
Atascosa \$10	Burleson \$10	Collingsworth \$10	Donley \$10	Galveston \$10	Haskell \$10	Jim Hogg \$10	Leon \$10	Midland \$10	Parker \$10	San Augustine \$10	Throckmorton \$5	Wichita \$5
Austin \$10	Burnet \$10	Colorado \$10	Duval \$5	Garza \$5	Hays \$10	Jim Wells \$7.50	Liberty \$10	Milam \$10	Parmer \$10	San Jacinto \$5	Titus \$10	Wilbarger \$10
Bailey \$10	Caldwell \$10	Comal \$10	Eastland \$10	Gillespie \$11.50	Hidalgo \$10	Johnson \$10	Limestone \$5	Mills \$10	Polk \$10	San Patricio \$10	Tom Green \$10	Willacy \$7
Bandera \$10	Callahan \$10	Comanche \$10	Ector \$10	Goliad \$5	Hill \$10	Jones \$10	Lipscomb \$10	Mitchell \$5	Potter \$10	San Saba \$10	Travis \$11.50	Williamson \$10
Bastrop \$10	Callahan \$10	Concho \$10	Edwards \$10	Gonzales \$5	Hockley \$5	Karnes \$10	Live Oak \$10	Montague \$10	Presidio \$10	Schleicher \$10	Trinity \$5	Wilson \$10
Baylor \$10	Cameron \$10	Cooke \$10	Ellis \$10	Grayson \$10	Hood \$10	Kaufman \$10	Llano \$10.75	Montgomery \$10	Rains \$10	Scurry \$10	Tyler \$5	Winkler \$7.50
Bee \$10	Camp \$10	Coryell \$10	El Paso \$10	Gregg \$10	Hood \$10	Kendall \$10	Lubbock \$10	Moore \$10	Randall \$10	Shackelford \$10	Upshur \$10	Wise \$10
Bel \$10	Carson \$5	Cottle \$10	Erath \$10	Grimes \$10	Hopkins \$10	Kerr \$10	Lynn \$10	Morris \$10	Reagan \$5	Shelby \$10	Upton \$5	Wood \$5
Bexar \$11.50	Cass \$10	Crockett \$5	Falls \$10	Guadalupe \$10	Houston \$10	Kimble \$5	Madison \$10	Molloy \$10	Real \$10	Sherman \$10	Uvalde \$10	Yoakum \$5
Blanco \$11.50	Castro \$10	Crosby \$10	Fannin \$10	Hale \$10	Howard \$10	Kinney \$10	Marion \$5	Nacogdoches \$10	Red River \$10	Smith \$10	Val Verde \$10	Young \$10
Bosque \$10	Chambers \$10	Dallam \$5	Fayette \$10	Hall \$10	Hunt \$5	Kleberg \$10	Martin \$5	Navarro \$10	Reeves \$5	Starr \$10	Van Zandt \$10	Zapata \$5
Bowie \$10	Cherokee \$10	Dallas \$10	Fisher \$10	Hamilton \$10	Hutchinson \$5	Knox \$10	Mason \$10	Newton \$5	Refugio \$10	Stephens \$10	Victoria \$5	Zavala \$10
Brazoria \$5	Childress \$10	Dawson \$10	Floyd \$10	Hansford \$10	Irion \$5	Lamar \$10	Malagorda \$10	Nolan \$10	Roberts \$5	Stonewall \$5	Walker \$10	

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CURRENT CROSSING GUARD POSITIONS FUNDED BY RRISD

SCHOOL	POSITIONS	COST	OTHER PUBLIC ENTITY
Canyon Creek	0	0*	City of Austin
Laurel Mountain	0	0	City of Austin
North Oak	0	0	City of Austin
Spicewood	6	\$10,753.20*	City of Austin
TOTAL	6	\$10,753.20	

* The City of Austin will fund crossing guards for these schools beginning 1998-99.

Berkman	1	1,792.20	City of Round Rock
Bluebonnet	2	3,584.40	City of Round Rock
Deep Wood	3	5,376.60	City of Round Rock
Forest Creek	2	3,584.40	City of Round Rock
Gattis	1	1,792.20	City of Round Rock
Old Town	2	3,584.40	City of Round Rock
Robertson	4	7,168.80	City of Round Rock
Xenia Voigt	2	3,584.40	City of Round Rock
Hopewell	3	5,376.60	City of Round Rock
TOTAL	20	\$35,844.00	

Wells Branch	1	1,792.20	Travis County
Canyon Vista	1	1,792.20**	Travis County
TOTAL	2	\$3,584.40	

** Travis County has budgeted this position for 1998-99.

Anderson Mill	4	\$7,168.80	Williamson County
Brushy Creek	3	5,376.60	Williamson County
Double File Trail	1	1,792.20	Williamson County
Fern Bluff	3	5,376.60	Williamson County
Forest North	1	1,792.20	Williamson County
Great Oaks	2	3,584.40	Williamson County
Jollyville	2	3,584.40	Williamson County
Live Oak	2	3,584.40	Williamson County
Pond Springs	2	3,584.40	Williamson County
Purple Sage	3	5,376.60	Williamson County
Deer Park	2	3,584.40	Williamson County
TOTAL	25	\$44,805.00	

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RECORDERS MEMORANDUM

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ROUND ROCK

INDEPENDENT SCHOOL DISTRICT

Mike D. Jolly
Superintendent

BOARD OF TRUSTEES

Raymond Hartfield
President

Rigo Vallejo
Vice President

Jackie Burkey
Secretary

Gaye Arnold
Steven Copenhaver

Brig Mireles
Eric Whitfield

August 3, 1998

Mike Heiligenstein
211 Commerce Cove # 7
Round Rock, TX 78664

Dear Mike:

Thank you for meeting with us on July 22, 1998. The district appreciates that you are considering ways to fund crossing guards at the elementary campuses and are very interested in the continuing development of City/County relations.

Please let me know how things go and if I can assist with a presentation, etc. Again, thank you for your consideration.

Sincerely,


Mike Jolly

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RECORDERS MEMORANDUM

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clearly legible for satisfactory recordation.

AGENDA ITEM # 32**September 8, 1998**

*

Consider approving an order and the Interlocal Assistance Agreement for Regional Auto Theft Enforcement Task Force.

Moved: Commissioner Mehevec

Seconded: Judge Doerfler

Motion: To approve an order and the Interlocal Assistance Agreement for Regional Auto theft Enforcement Task Force.

Vote: Motion carried 5 - 0

< Clerk copy here >



DAN RICHARDS
Chief Deputy

MARGO L. FRASIER
TRAVIS COUNTY SHERIFF

P.O. Box 1748
Austin, Texas 78767

August 18, 1998

DAVID BALAGIA
Major - Corrections
POLLY A. JOHNSON
Major - Administration
and Support
TERRY PICKERING
Major - Law Enforcement

TO: Mike Bading, Sheriff, Caldwell County
Bill Elsbury, Sheriff, Blanco County
Margo Frasier, Sheriff, Travis County
Nathan Garrett, Sheriff, Llano County
Joe Goodson, Sheriff, Lee County
Richard Hernandez, Sheriff, Bastrop County
Bob Holder, Sheriff, Comal County
Don Montague, Sheriff, Hays County
Joe F. Pollock, Sheriff, Burnet County
Ed Richards, Sheriff, Williamson County
Dan Smith, Sheriff, Bell County
Rick Vandel, Sheriff, Fayette County
Curly Weid, Sheriff, Colorado County
Charlie West, Sheriff, Milam County

From: Mike Shipley, Research Analyst, Travis County Sheriff's Office

Subject: Interlocal Agreements - ATPA Grant

The Auto Theft Prevention Authority (ATPA) has formally awarded the Sheriffs' Combined Auto Theft Task Force \$400,000 for grant year 1999.

I am enclosing the *Interlocal Assistance Agreement - Regional Auto Theft Enforcement Task Force* required to activate the multi-jurisdictional task force. Please have the agreement reviewed by appropriate persons within your county and approved by order of your Commissioners' Court. Travis County will be happy to send a representative for an appearance with you in your Commissioners' Court if necessary.

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This agreement is of special interest to those counties in which Task Force field agents are assigned. Those counties cannot begin billing Travis County for an agent's salary until the agreement has been executed by your county commissioners.

I am also enclosing a *Special Condition District Attorney Contract* form for execution by your district attorney.

If you have any questions or want clarification, you can reach me at 780-4986.



Safety, Integrity, Tradition of Service

**INTERLOCAL ASSISTANCE AGREEMENT
REGIONAL AUTO THEFT ENFORCEMENT TASK FORCE**

This Agreement is entered into by and between the undersigned parties, hereinafter collectively referred to as the "Parties", pursuant to Chapter 791 of the Texas Government Code, concerning interlocal cooperation contracts, and Chapter 362 of the Texas Local Government Code.

WHEREAS, auto theft is a crime that has steadily increased in recent years with population growth; and

WHEREAS, the cost of auto theft places burdens on the public and private sector alike; and

WHEREAS, the parties desire to address this problem by continuing to develop a comprehensive auto theft law enforcement program, including violation identification, investigation, prosecution and public awareness; and

WHEREAS, the Parties desire to continue to pool their resources and to coordinate individual efforts in order to combat auto theft more efficiently and effectively; and

WHEREAS, the Parties agree to adhere to all pertinent federal, state and local laws or regulations.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

**ARTICLE I
FORMATION**

- 1.01 The Parties by resolution or order enter into this Agreement to form a mutual aid law enforcement task force to cooperate in criminal investigation and law enforcement to combat auto theft. The Parties hereby establish the Sheriffs' Combined Auto Theft Task Force (the "Task Force"). The Task Force will pool its resources and coordinate individual efforts to combat auto theft more efficiently and effectively. The Task Force will assist its members in investigating, prosecuting and preventing auto theft.

**ARTICLE II
RESOURCES**

- 2.01 The allocation of law enforcement resources is a discretionary decision, which is to be made by the governmental entity and official(s) who controls the resources. It is acknowledged that the allocation of law enforcement is dependent on availability of funding and the resources in question. Subject to these expressly acknowledged

limitations, the Parties agree to endeavor to provide available law enforcement resources as requested in order to facilitate Task Force operations.

- 2.02 Travis County has received a grant from the Automobile Theft Prevention Authority (the "ATPA") to provide funding for several positions to support Task Force operations, as set forth in Exhibit "A", which is attached hereto and made a part hereof. The "in-kind" match for the ATPA grant is also set forth in Exhibit "A".
- 2.03 Travis County may apply for and receive other grants to support the Task Force operations.
- 2.04 Travis County will act as the Manager for the administration of the grant(s), which will be utilized to support Task Force operations, and Travis County will allocate funding and equipment in accordance with the provisions of the grant documents.
- 2.05 To the extent that any of the Parties receive any grant funding or equipment which has been purchased with grant funds pursuant to this Agreement, such Parties will be considered subrecipients (the "Subrecipients") and, as such, are subject to OMB Circulars A-87, A-133 and the Uniform Grant and Contract Management Standards, as applicable. Travis County, as the pass-through grant recipient, will provide the Subrecipients with a copy of the grant agreement, administrative guidelines and CFDA number, when applicable. In addition, the Subrecipients agree to and shall provide monthly accountings and expenditure reports to Travis County on a timely basis on forms, which will be provided to the applicable Parties. Final expenditure reports are due from any recipient of grant funding under the initial term of this Agreement no later than September 15, 1999. In accordance with the requirements of the grant, any Subrecipient costs, which have been paid from grant funds, but which are later deemed unallowable for reimbursement under the grant, shall be refunded by such subrecipient to Travis County.
- 2.06 The Parties agree to maintain accurate accounting records of any funds received or disbursed pursuant to this Agreement and, if requested, to allow Travis County and/or the granting agencies access to the records for the purpose of performing inspections and audits.
- 2.07 Any equipment received by the Parties under this Agreement which has been purchased with ATPA grant funds will remain Travis County property and will be separately accounted for and returned to Travis County at the termination of this Agreement, subject to the approval of ATPA. Any other equipment received by the Parties under this Agreement, which has been purchased with other grant funds, will remain Travis County property and will be separately accounted for and returned to Travis County at the termination of this Agreement, subject to the conditions of the grant.

- 2.08 To the extent that any of the Parties receive ATPA grant fund proceeds or equipment, which has been purchased with such grant funds, pursuant to this Agreement, such Parties shall comply with the applicable regulations, policies, guidelines and requirements referenced in Exhibit "B", a copy of which is attached hereto and made a part hereof. In addition, to the extent that any of the Parties receive ATPA grant fund proceeds or equipment, which has been purchased with such grant funds, pursuant to this Agreement, such Parties, by executing this Agreement, certify that the program proposed in this Agreement meets all of the requirements of the ATPA, that all of the information presented is correct, and that such Parties will comply with the provisions of the ATPA and all other federal and state laws, regulations and guidelines.
- 2.09 In the event that funds and/or other property are forfeited under the provision of law as a result of the activities of the Task Force, the property will be sold or any other intended use of the property shall be approved by the ATPA (and, if applicable, any other granting agency), and all such funds will be expended for Task Force purposes. The Task Force will provide custody and accounting of these funds and assets, if any, and will utilize the funds and assets in accordance with applicable law and the decision of the Task Force Board of Governors.

ARTICLE III TASKS

- 3.01 The Parties will each appoint a representative to serve on a Board of Governors of the Task Force, which will be chaired by the Sheriff of Travis County.
- 3.02 The Board will:
1. set the policy of the Task Force;
 2. receive reports concerning the activities of the Task Force;
 3. meet annually on a date selected by its chairperson and at other times as set by the Board;
 4. adopt and follow proper parliamentary procedures at each of its meetings;
 5. organize the Task Force to most effectively utilize Task Force resources in the accomplishment of its objectives;
 6. appoint a Committee to develop standard operating procedures for the Task Force and the committee will submit the procedures to the Board for its approval;
 7. organize and implement Task Force operations;
 8. establish inter-agency flow charts, meeting schedules and screening criteria; and
 9. designate points of contact and determine agency responsibility.

- 3.03 The Sheriff of Travis County will appoint a Task Force Coordinator to coordinate the day-to-day operation of the Task Force.

ARTICLE IV JURISDICTION

- 4.01 The peace officers of the Parties, who are assigned to a Task Force operation, will have the additional jurisdictional authority set forth in this Agreement.
- 4.02 The jurisdiction conferred under this Agreement will include the power to conduct investigations, make arrests without a warrant, to execute search warrants and to make other reasonable and necessary law enforcement actions for the purpose of and in the pursuit of achieving Task Force objectives outside the jurisdiction from which the officer is assigned and within the territory of a specific Task Force operation. All assigned officers will have the investigative and arrest authority necessary to effectively cooperate in the attainment of the Task Force objectives within the area covered by a specific Task Force operation.
- 4.03 Venue for the prosecution of a criminal offense brought in connection with any Task Force operation will be in accordance with applicable law.

ARTICLE V COORDINATION OF LAW ENFORCEMENT OPERATIONS

- 5.01 With the return of this executed Agreement, each party will designate in writing an individual to serve as a single point of contact for the purpose of coordinating law enforcement operations. The designation will include telephone, fax and pager numbers. The Parties may change the designated points of contact by delivering a notice to the other parties in accordance with the terms of this Agreement.
- 5.02 The individuals, who act as the single points of contact, will also act as the liaisons between the Task Force and the law enforcement officials of the participating jurisdictions. The Task Force Coordinator will notify the single point of contact of each jurisdiction to be involved in a Task Force operation of the contemplated operation and will communicate with the single points of contact to coordinate the day-to-day operation of the Task Force.
- 5.03 The law enforcement agencies of the area where an arrest is made pursuant to a Task Force operation shall be notified of the arrest without delay, and the notified agency shall make available the notice of arrest in the same manner as if the arrest were made by a member of that agency.

**ARTICLE VI
PEACE OFFICER COMPENSATION**

- 6.01 A peace officer assigned to the Task Force shall receive from the assigning party the same wages, salary, pensions and other compensation, employment benefits and rights, including injury or death benefits, for the service as though the service had been rendered directly for the party who assigned the officer to the Task Force.

**ARTICLE VII
ALLOCATION OF FUNDS**

- 7.01 Grant funds will be allocated in conformance with the intent and requirements of the applicable grant.
- 7.02 A party to this Agreement shall not request reimbursement for any services performed pursuant to this Agreement by another party to this Agreement.

**ARTICLE VIII
LEGAL RESPONSIBILITIES**

- 8.01 If any law enforcement officer assigned to the Task Force is cited as a defendant in any civil law suit arising out of his or her official acts as a law enforcement officer assigned to the Task Force, the officer will have the same benefits from the assigning agency that such law enforcement officer would be entitled to receive if such civil action had arisen out of an official act within the scope of his or her duties as an officer of and in the jurisdiction of the assigning party.
- 8.02 No party to this Agreement will be responsible for the acts of a law enforcement officer of another jurisdiction, who is assigned to the Task Force, except as may be decreed against that party by a judgment of a court of competent jurisdiction.
- 8.03 It is expressly understood and agreed that in the execution of this Agreement, no party waives, nor shall be deemed to waive, any immunity or defense otherwise available to it against any claims arising in the exercise of governmental powers and functions.
- 8.04 Each party to this Agreement waives all claims against every other party to the agreement for compensation for any loss, damage, personal injury or death, occurring as a consequence of the performance of this Agreement, except for acts in violation of law.

**ARTICLE IX
NON-PEACE OFFICER PERSONNEL**

- 9.01 In the event that a party to this Agreement assigns any non-peace officer personnel to participate in any Task Force operations, such personnel will have the rights to compensation and legal defense provided to peace officers under Sections VI and VIII of this Agreement, provided however, that nothing in this Agreement is intended to grant any law enforcement authority upon any such non-peace officer personnel.

**ARTICLE X
DISTRIBUTION OF ASSETS**

- 10.01 Upon termination of this Agreement, all assets of the Task Force, itself, including any real property or funds available due to forfeitures made in accordance with State and Federal law, will be distributed in accordance with applicable law and the decision of the Task Force Board of Governors.
- 10.02 Upon termination of this Agreement, equipment on loan to the Task Force by the agreement of a party will be returned to the appropriate party.

**ARTICLE XI
TERM & COMMENCEMENT & ADDITIONAL PARTIES**

- 11.01 The initial term of this Agreement will be one (1) year from September 1, 1998, to August 31, 1999. If less than all of the contemplated parties execute this Agreement prior to commencement of the Task Force operations, this Agreement will operate as an Interlocal Agreement between the signatory parties at that time. Any governmental entities located in or serving the targeted region not a party to this Agreement may execute a copy of this Agreement and become a party upon the approval of the Task Force Board of Governors.

**ARTICLE XII
TERMINATION**

- 12.01 Any party may, upon written notice to all other parties, withdraw from this Agreement at any time.

**ARTICLE XIII
PAYMENTS**

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- 13.01 The party or parties paying for the performance of governmental functions or services shall make payments therefore from current revenues available to the paying party.

**ARTICLE XIV
NOTICE**

- 14.01 Any notice given hereunder by any party to the other parties shall be in writing and may be effected by personal delivery in writing, by registered or certified mail, return receipt requested, when mailed to the proper party, in care of the official signing this Agreement or by fax transmission as agreed to by the Parties and as evidenced by a confirming return fax transmission.

**ARTICLE XV
LEGAL CONSTRUCTION**

- 15.01 If any one or more of the provisions of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision and the Agreement will be construed without the invalid, illegal or unenforceable provision.
- 15.02 Whenever the context of this Agreement requires, the masculine, feminine, or neuter gender and the singular of plural number shall each be deemed to include the others. Any portion of this Agreement held by a court of competent jurisdiction to be invalid illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal or ineffective.

**ARTICLE XVI
ENTIRE AGREEMENT**

- 16.01 This is the complete and entire Agreement between the Parties with respect to the matters herein and supersedes all prior negotiations, agreements, representations and understandings, if any. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by the parties hereto. No official, representative, agent or employee of Travis County, Texas has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Commissioners' Court of Travis County, Texas.

**ARTICLE XVII
ADDITIONAL AGREEMENTS**

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- 17.01 The Parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to carry out the purposes of this Agreement.

ARTICLE XVIII
APPLICABLE LAW

18.01 This Agreement shall be construed under the laws of the State of Texas. Any suits relating to this Agreement will be filed in a district court of Travis County, Texas.

ARTICLE XIX
NO THIRD PARTY RIGHTS

19.01 Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

ARTICLE XX
MULTIPLE COUNTERPARTS

20.01 This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument. in like manner, from and after the time it executes a consent or other document authorized or required by the terms of the Agreement, such consent or other document shall be binding upon such party.

Resolved, Ordered and Executed as of the dates set forth below.

COUNTY OF BASTROP

_____	_____
County Judge	Date

COUNTY OF BELL

_____	_____
County Judge	Date

COUNTY OF BLANCO

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_____	_____
County Judge	Date

COUNTY OF BURNET

County Judge

Date

COUNTY OF CALDWELL

County Judge

Date

COUNTY OF COMAL

County Judge

Date

COUNTY OF COLORADO

County Judge

Date

COUNTY OF FAYETTE

County Judge

Date

COUNTY OF HAYS

County Judge

Date

COUNTY OF LEE

County Judge

Date

COUNTY OF LLANO

County Judge

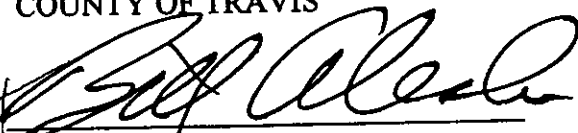
Date

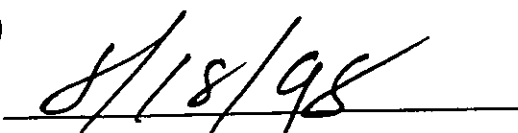
COUNTY OF MILAM

County Judge


Date


COUNTY OF TRAVIS


County Judge


Date

COUNTY OF WILLIAMSON


County Judge


Date

AGENDA ITEM # 33September 8, 1998

*

Consider approving resolution supporting left-turn lane at the intersection of US 183 and Signal Hill Lane.

Moved: Commissioner Mehevec

Seconded: Commissioner Boatright

Motion: To approve resolution supporting left-turn lane at the intersection of US 183 and Signal Hill Lane.

Vote: Motion carried 5 - 0

< Clerk copy here >

STATE OF TEXAS

*

THE COMMISSIONERS COURT OF

*

COUNTY OF WILLIAMSON

*

WILLIAMSON COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS THAT ON THIS, the 8th day of September, 1998, the Commissioners Court of Williamson County, Texas, met in a duly called session at the Courthouse in Georgetown, Texas, with the following members present:

John C. Doerfler, County Judge, Presiding
 Mike Heiligenstein, Commissioner, Pct. #1
 Greg Boatright, Commissioner, Pct. #2
 David Hays, Commissioner, Pct. #3
 Jerry Mehevec, Commissioner, Pct. #4
 Nancy Rister, County Clerk

and at said meeting, among other business, the Court considered the following:

R E S O L U T I O N

WHEREAS, traffic volume has increased substantially not only on US Highway 183 urban areas but also on US Highway 183 rural areas, specifically between the City of Leander and Seward Junction; and

WHEREAS, the speed limit has been increased in this particular area; and

WHEREAS, the intersection of Signal Hill Lane and US Highway 183 is a 4-lane roadway and offers no protection of a left-hand turn lane; and

WHEREAS, there have been numerous accidents involving rear end collisions due to the volume of traffic turning left onto Signal Hill Lane; and

WHEREAS, the Texas Department of Transportation currently has sufficient right-of-way to accommodate a left-hand turn lane;

NOW, THEREFORE, BE IT RESOLVED THAT THE Commissioners Court of Williamson County strongly supports a left-hand turn lane at the intersection of US Highway 183 and Signal Hill Lane and offers any assistance within our power to expedite this project.

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ATTEST:

Nancy E. Rister
 Nancy Rister, County Clerk

John C. Doerfler 9-8-98
 John C. Doerfler,
 County Judge