

AGENDA ITEM # 5

March 3, 1998

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Consider approving interlocal agreement with Blockhouse MUD for satellite Sheriff Department.

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To approve interlocal agreement with Blockhouse MUD for satellite Sheriff Department.

Vote: Motion carried 4 - 0

< Clerk copy here >

**INTERLOCAL AGREEMENT FOR
SATELLITE SHERIFF'S DEPARTMENT OFFICE**

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Interlocal Agreement for Satellite Sheriff's Department Office ("Agreement") is between Williamson County, Texas (the "County") and Block House Municipal Utility District (the "District"), in order to set forth the terms and conditions under which the County will establish a satellite office of the Williamson County Sheriff's Department (the "Department") at the District's office located at 2800 Block House Drive West, Leander, Texas, and the District will provide office space for the Department at this location.

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 and the County are empowered under Chapter 791, Texas 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, the parties agree that the establishment of a satellite office of 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 in consideration of the mutual agreements contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the County agree as follows:

Section 1. Establishment of Satellite Office. The County will establish a satellite office of the Department at the District's office located at 2800 Block House Drive West, Leander, Texas (the "District Office").

Section 2. Office Space. The District will provide the Department with the office space outlined on Exhibit "A", and access to the restroom and kitchen facilities located within the District Office.

Section 3. Maintenance. Alterations. The Department will take good care of the satellite office and be responsible for keeping the satellite office in a clean and neat condition at all times. The Department will also keep the kitchen facilities and bathroom facilities in a clean and neat condition following any use of these facilities by the Department's personnel. The Department may not make any alterations to the office space without the prior approval of the Board of Directors of the District. The Department will immediately notify the District manager, Margret Wingrove, at (512) 836-9200, of any maintenance requirements. No holes may be drilled into the walls, ceilings, woodwork or floors; no locks may be changed or additional locks installed without the District's permission. None of the District's fixtures, furniture or furnishings may be removed from the District office by the Department for any reason.

Section 4. Utilities. The District will provide electric, gas, and water utilities for the satellite office, but the Department will be responsible for the cost of its telephone lines and telephone service.

Section 5. Deputies. The Department's staff at the satellite office will remain under the control and supervision of the County at all times. All equipment, uniforms, and insurance of the Department's employees at the satellite office will be the sole responsibility of the County. All Department personnel must conduct themselves in an orderly manner and not disturb the District in its use of the District Office for Board meetings and other purposes.

Section 6. Indemnity. Insurance. The District shall have no liability relating to any action taken by any employee of the Department assigned to the satellite office. To the extent permitted by applicable law, the County shall indemnify and hold harmless 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 employee of the Department assigned to the satellite office.

The District will not be liable for personal injury or damage to or loss of personal property of the Department or its personnel from theft, vandalism, fire, water, rain, hail, smoke, explosions, sonic booms, acts of God, or other causes whatsoever, unless the same is due to the willful misconduct of the District. The District strongly recommends that the Department secure its own insurance for protection against these occurrences.

Section 7. Right of Entry. The Department will permit the District or its agents access to the satellite office at any time to repair, install or maintain the office. The District or its agents may enter the office during reasonable hours to examine or inspect them, or in case of emergency at any time, and to make repairs, alterations, improvements or additions.

Section 8. Warranties.

(a) LESSEE HAS INSPECTED THE PREMISES AND ACCEPTS THE SAME "AS IS", WITH ALL FAULTS.

(b) LESSOR HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PREMISES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF HABITABILITY, SUITABILITY, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.

Section 9. Notice. Any notice given hereunder shall be in writing, and may be effected by personal delivery, or by registered or 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

The foregoing addresses for notice may be changed by either the County or the District by delivering written notice of such change, in accordance with the requirements of this Section, to the other party.

Section 10. Term. The term of this agreement shall be for one year. Either party may terminate this agreement upon 30 days' written notice to the other party hereto.

Section 11. General Provisions.

a. **Interlocal Cooperation.** The District and the County agree to cooperate with each other, in good faith, at all times in order to effectuate the purposes and intent of this Agreement. Each party hereto confirms 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 agreements between the parties regarding these matters. This Agreement may not be modified or amended except by written agreement executed by both parties.

c. **Interpretation.** This Agreement has been entered into under the authority granted by the Cooperation Act. All of its terms and provisions are to be construed and interpreted consistently with this Act.


d. **Invalid Provisions.** Any clause, sentence, paragraph or article of this Agreement that is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect will not 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 hereunder are performable in Williamson County, Texas, and venue for any action arising hereunder will be in Williamson County, Texas.

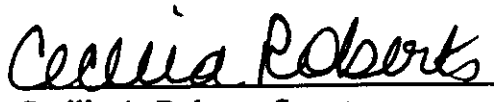
Executed on the date or dates indicated below, to be effective January 28, 1998.

Date: 1-28-98

BLOCK HOUSE MUNICIPAL UTILITY DISTRICT

By: 
Chris Munn, President
Board of Directors

ATTEST:


Cecilia A. Roberts, Secretary
Board of Directors

Date: 3-3-98

WILLIAMSON COUNTY, TEXAS

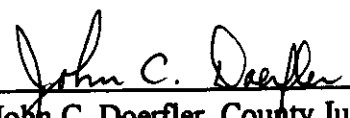
By: 
John C. Doerfler, County Judge

EXHIBIT "A"

DIAGRAM SHEET

JOB NO.

INSURED

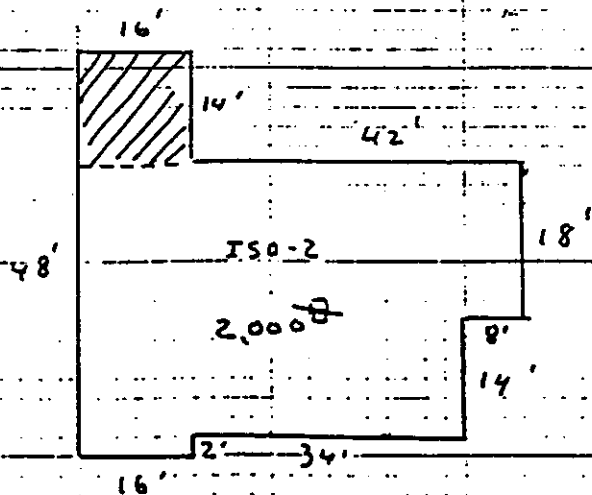
POLICY NO.

LOCATION SURVEYED

Block House mud/office

2800 Blockhouse Drive

SCALE: 1" =

Show building(s) occupied or insured, construction, number of stories,
means of egress, sprinkler system code (AS v. NS), hydrants, exposed
buildings, distance(s) between buildings, direction of north, etc.

AGENDA ITEM # 6

March 3, 1998

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Consider declaring Good Friday, April 10, 1998 as a County Holiday.

Moved: Judge Doerfler

Seconded: Commissioner Boatright

Motion: To declare Good Friday, April 10, 1998 as a county holiday.

Vote: Motion carried 4 - 0