

AGENDA ITEM # 28August 25, 1998Consider approving fire contract for Jollyville VFD.

Moved: Judge Doerfler

Seconded: Commissioner Boatright

Motion: To approve fire contract for Jollyville Volunteer Fire Department.

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

< Clerk copy here >

THE STATE OF TEXAS

*

* KNOW ALL MEN BY THESE PRESENTS

*

COUNTY OF WILLIAMSON

THAT Williamson County, Texas (County), and the JOLLYVILLE Volunteer Fire Department (Department), an incorporated volunteer fire department as describes in V.A.T.C., LOCAL GOVERNMENT CODE, 352.001(c), have entered into the following

AGREEMENT

1. Pursuant to its power to provide financial assistance for fire protection in and for Williamson County, and its duty to protect the public health and welfare, the County agrees to pay to the Department the sum of \$ 39,272., in two (2) payments. The first payment being made when the county has received a signed agreement accompanied by a detailed accounting of the past year's expenditures of the county allotment. The second payment will be disbursed on or before Sept. 30, 1998. All funds are to be used to defray the cost of equipment and labor required to provide the services described in Paragraph 2.
2. The Department agrees to provide fire protection services in any area in the County when requested by any other fire company, or when dispatched by the County, and shall expend all of the amount set forth in Paragraph 1 for only these purposes during the calendar year 1998.
3. It is understood by the City that the County cannot commit funds for any future fiscal year, and that this Agreement does not, and cannot, commit the County to renew or repeat this Agreement unless approved by future action of the Williamson County Commissioners' Court.
4. it is understood and agreed that the County as no power to control or supervise the manner and means chosen by the Department to carry out the services specified in Paragraph 2, and that the County shall have no liability for any intentional acts of the Department which are not related to the provision of said services. The Department further agrees to indemnify the County for any loss or expense (including but not limited to attorneys' fees) incurred as a result of any claim against the County by any person or entity, should such claim be based upon any intentional act or omission by the Department which is not related to the provision of the services described in Paragraph 2.

Executed on this the 17th day of AUG, 1998.

John Goldring
CHIEF JOLLYVILLE FIRE DEPT.

John C. Doerfler 8-25-98
Williamson County, Texas by
John C. Doerfler, by authority of
Williamson County



Jollyville Volunteer Fire Department

12507 Mellow Meadow Drive • Austin, Texas 78750
(512) 258-1038 Fax (512) 258-1837

August 17, 1998

Hon. John C. Doerfler
Williamson County Courthouse
710 Main, Second Floor
Georgetown, Texas 78626

Dear Judge Doerfler,

Enclosed please find an accounting for the expenditure of 1997 Williamson County fire protection funds by the Jollyville Volunteer Fire Department.


The fire department would like to thank you and the Commissioners Court for your continued support of fire protection and emergency medical first responder services in our area. Your assistance helps us provide prompt, quality service to the 30,000 plus County residents in the Jollyville fire district area.

I apologize for the delay in responding to your February 15, 1998 letter. However, we were puzzled as to how to respond because the first 1998 proposed "Agreement" that we received was made out between Williamson County and Williamson County Emergency Services District No. 1 (ESD). The ESD is not a fire department, it has no firefighters or fire chief, it does not operate any fire fighting equipment and could not directly fulfill the terms of the proposed contract.

The ESD is a political subdivision that contracts with the Jollyville Volunteer Fire Department, Inc. (JVFD) on a cost-for-operating basis to provide fire protection service within the ESD. This is similar to the arrangement between other taxing entities in the County, such as the cities of Taylor, Leander, Georgetown, etc., and their respective volunteer fire departments.

In the contractual agreement that exists between JVFD and the ESD, the fire department is given complete operational command and control of the personnel and equipment at its disposal. Specifically the fire department is authorized and expected to honor mutual aid or other agreements with any requesting fire department or governmental entity including Williamson County.

Sincerely,


John Golding
Chief

JOLLYVILLE VOLUNTEER FIRE DEPARTMENT

12507 Mellow Meadow Dr., Austin, Texas 78750

Phone (512) 258-1038 Fax (512) 258-1837

ACCOUNTING for WILLIAMSON COUNTY FUNDS RECEIVED for FIRE PROTECTION

JOLLYVILLE VOLUNTEER FIRE DEPARTMENT 1997 BUDGET and EXPENDITURES

The 1997 adopted budget for the fire department was:	\$399,948.00
The actual total 1997 expenses for the fire department were:	\$400,721.52

Funds received from Williamson County in 1997 were \$40,546.00. This amounts to 10.1% of the total fire department expenses. These funds are actually assimilated with other department funds. All Jollyville Volunteer Fire Department emergency calls are within Williamson County with the exception of a few requested mutual aid calls to fire departments in Travis County. Therefore, 10.1% of all our expenses could be considered paid for with the County funding.

Alternatively, the fire department could designated the expenditure of County funds as follows:

County Funds Received	\$40,546.00
Alpha Numeric Pager, lease payments	1,192.20
Maintenance, Truck Equipment	3,253.94
Self Contained Breathing Apparatus, replacement	15,330.00
Bunker Gear, replacement and additional	6,293.63
Firefighter Fire Protection Training, initial and CE	13,246.77
Firefighter Emergency Medical Service Training, initial and CE	1,270.73
Total	\$40,587.27
Balance	(\$41.27)

Records and canceled checks for the above transactions are available for review upon request.

AGENDA ITEM # 29

August 25, 1998

*

Discuss and take any appropriate action on Loomis & Moore invoice regarding Northridge Acres.

Moved: Commissioner Boatright

Seconded: Commissioner Mehevec

Motion: To approve payment of \$1,200.00 to Loomis & Moore designating 409 as source of funding.

Motion carried 4 - 0 with Commissioner Heiligenstein absent from the dais.
< Clerk copy here >

481-9602

Phone # 512-306-0032
Fax # 512-306-1002

Dixon Land Surveying

25 Years of Surveying Experience
at Your service

Thomas P. Dixon R.P.L.S.
Owner

July 16, 1998

ATTN: Andy Hollon
Loomis & Moore
3103 Bee Cave Road, Suite 225
Austin, Texas 78746

SURVEY PROPOSAL

Dixon Land Surveying agrees to:

1ST DELIVERABLE:

1. PERFORM A TOPOGRAPHIC SURVEY OF THE AREA OF NORTHRIDGE ACRES DESCRIBED IN THE MATERIALS PROVIDED TO US BY LOOMIS & MOORE.

THIS CAN BE COMPLETED FOR A FEE OF: \$675.00 + TAX

2. THE SURVEY IS TO SHOW IMPROVEMENTS, TREES, AND ANY OBSTRUCTIONS.

THIS CAN BE COMPLETED FOR A FEE OF: \$325.00 + TAX

ABOVE STATED WORK CAN BE COMPLETED FOR A FEE OF: \$1000.00 + TAX

NOTE: ADDITIONAL STRIPS OF LAND ON COMMON LOT LINES WILL EACH BE CHARGED A FEE OF: \$200.00 + TAX

2ND DELIVERABLE:

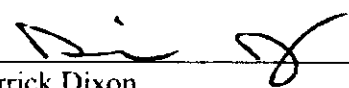
1. WE WILL PROVIDE FIELD NOTES FOR FUTURE EASEMENTS.

THIS CAN BE COMPLETED FOR A FEE OF: \$350.00 + TAX

WE CAN COMPLETE THE WORK DESCRIBED WITHIN 20 BUSINESS DAYS OF ACCEPTANCE OF THIS PROPOSAL.

SHOULD YOU AGREE TO THE TERMS AND CONDITIONS ABOVE, PLEASE SIGN, DATE, AND RETURN TO US BY FAX @ (512) 306-1002.

WE APPRECIATE YOUR BUSINESS!!!!


Derrick Dixon

7/16/98
Date

approved 8-25-98
John C. Daugherty

6305 Forest Hills Drive
306-0032