

STATE OF TEXAS

*

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS: THAT ON THIS, the 16th day of February , 1999, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas, with the following members present:

**John C. Doerfler, County Judge
Mike Heiligenstein, Commissioner, Pct. #1
Greg Boatright, Commissioner, Pct. #2
David Hays, Commissioner, Pct. #3
Frankie Limmer, Commissioner, Pct. #4
Nancy Rister, County Clerk**

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

RESOLUTION

The farming, ranching-the agriculture- we have today in Texas and in the United States is unique. No nation has ever had so few people actively engaged in farming and ranching. This is a profound social change that has isolated most people from rural life and from an appreciation of the complexities and uncertainties of food production. For the most part people take agricultural production for granted. Our society has had no experience with true food scarcity. Our supermarkets always have full shelves and food is cheap. Today we spend only 10 percent of our income on food. In 1950 we spent 22 percent of our income on food and in 1935 a moderate income family in Texas spent 47% of their total living on food. In the past it took much more.

What do the various players - banking, government and agriculture - need to do to succeed in a rapidly changing environment? Agriculture is a 45 billion dollar industry in Texas. Agriculture is important not only to our state's food supply, but also to our economic well-being.

WHEREAS, the past three years of unprecedented weather disasters coupled with very low commodity prices have placed our farmers and ranchers in a situation where in they have been unable to sustain production, supply, financing or profit; and

WHEREAS, as price volatility, environmental and food safety regulation, production variability, insects, diseases, water availability (cost & quality), inability to match "price supported" foreign competition, lack of lender commitment to agriculture, weakening collateral values, cost of credit, property rights, spiraling cost of boll weevil programs, increased machinery costs have blended together to create a situation where in Texas Farmers and Ranchers are unable to sustain production, supply, financing or profit; Now

THEREFORE, BE IT RESOLVED that the Williamson County Commissioners Court supports and urges the state of Texas to adopt laws and/or policies that would accomplish the following:

1. *The state of Texas will create a program that would pay all (or a significant part of) the cost of crop insurance for a three year period, commencing in the year 2000*
2. *The state of Texas should take immediate action to insulate local producers from the unfairness of competing with foreign producers which greatly benefit from no regulation and an absence of labor costs.*
3. *The state of Texas should lead the way in forming a working partnership with banks (and other lending institutions), farmers/ranchers and state government that would guarantee a certain percentage of farm/ranch loans to those who can quality.*

RESOLVED THIS 16th **day of February , 1999.**



ATTEST:

Nancy E. Rister
Nancy E. Rister, County Clerk

John C. Doerfler
John C. Doerfler, County Judge

Vote: Motion carried 5 - 0 < Clerk copy here >

the deputy shall monitor the restrooms located in the Springwoods Park and the exterior of the bathhouse located in Springwoods Pool for any vandalism. A written report showing the date and time of each patrol and any incidents or other matters observed shall be submitted monthly, on or before the last day of the month. The foregoing shall in no way relieve the County of its obligation to provide routine patrol services to property within the District on the same basis as such services are provided to other property within the County. The foregoing services shall be in addition to, and not in lieu of, such routine services.

Section 2. Compensation. For the additional patrol services requested by the District and provided by the County as described above, the District agrees to pay, from current revenues, a fixed hourly amount of Eighteen and No/100 Dollars (\$18.00) per hour of patrol service. The County hereby authorizes and directs the District to pay all sums due and payable hereunder directly to the deputy providing additional patrol services to the District hereunder. The County shall prepare and issue to each deputy providing such services a time sheet indicating (a) the total hours of additional patrol services rendered by the deputy, and (b) the approval of the County of such services and shall forward such time sheets to the District for payment. The total amount payable by the District hereunder shall not exceed \$2,500.00 per month. The District, in paying for the governmental services being rendered by the County through the Department hereunder, shall make such 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 hereunder, setting forth the total sum paid to such 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 shall be provided by deputies employed by the Department, and such deputies shall remain under the control and supervision of the County at all times. The deputies providing services under this Agreement shall perform duties in the same manner as if providing patrol services within the District in the absence of this Agreement, and shall remain County employees, entitled to the same benefits, and subject to the same restrictions as any other deputy; provided, however, that the direct hourly compensation to be paid to such deputy shall be paid as provided in Section 2, above. Such deputies shall wear their Sheriff's Department uniforms and equipment and shall utilize marked Sheriff's Department patrol cars while providing services under this Agreement. All equipment, uniforms, and insurance of such employees shall be the sole responsibility of the County. All deputies providing services under this Agreement shall 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 shall 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 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 deputy providing services under this Agreement.

Section 5. 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: Springwoods Municipal Utility District
2809 Longhorn Boulevard
Austin, Texas 78758

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 6. Term. The term of this agreement shall expire on September 30, 1999. The foregoing notwithstanding, either party may terminate this agreement upon thirty (30) days' notice to the other party hereto.

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 hereto 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 hereof, and supersedes all prior understandings and agreements between the parties regarding such matters. This Agreement may not be modified or amended except by written agreement duly executed by the parties hereto.

c. Interpretation. The parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted pursuant to the Cooperation Act. All terms and provisions hereof are to be construed and interpreted consistently with such Act.

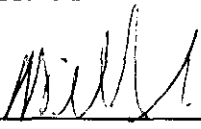
d. Invalid Provisions. Any clause, sentence, paragraph or article of this agreement which is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect shall not be deemed to impair, invalidate, or nullify the remainder of this Agreement.

e. Applicable Laws. This Agreement shall 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 shall be in Williamson County, Texas.


Executed on the date or dates indicated below, to be effective October 1, 1998.

Date: 8/11/98

SPRINGWOODS MUNICIPAL UTILITY
DISTRICT

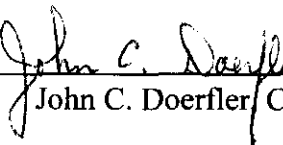
By: 
William Saaranen, President
Board of Directors

ATTEST:


Jim Sagnes, Secretary
Board of Directors

Date: _____

WILLIAMSON COUNTY, TEXAS

By:  2-16-99
John C. Doerfler, County Judge

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