

**AGENDA ITEM # 22****May 4, 1999****\***

Consider approving agreement with Williamson-Travis Counties MUD #1 and Sheriff's Department for security services.

Moved: Commissioner Hays

Seconded: Commissioner Boatright

Motion: To approve agreement with Williamson-Travis Counties MUD #1 and Sheriff's Department for security services.

Vote: Motion carried 4 - 0

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### **INTERLOCAL AGREEMENT FOR SECURITY PATROLS**

THE STATE OF TEXAS           §  
  §  
COUNTY OF WILLIAMSON       §

This Interlocal Agreement for Security Patrols ("Agreement") is made and entered into by and between Williamson County, Texas (the "County") and Williamson-Travis Counties Municipal Utility District No. 1 (the "District"), to set forth the terms and conditions under which the County [by the Williamson County Sheriff's Department (the "Department")] will provide additional security patrols of the property within the District.

#### **RECITALS:**

WHEREAS, the District is a political subdivision of the State of Texas with a majority of its area located within the County; and

WHEREAS, the County is a political subdivision of the State that provides, through the Department, law enforcement services within the geographic area encompassed by the County, including the District; and

WHEREAS, the District desires to obtain increased security patrols within the District for purposes of preventing or abating offenses against the rules of the District and the laws of the State, as permitted by Section 49.216 of the Texas Water Code; and

WHEREAS, the District and the County are empowered, under Chapter 791 of the 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, increased patrols by 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 good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the County agree as follows:

**Section 1. Patrol Services.** The County agrees to provide additional patrol services during high-risk periods, up to 60 hours per month. The time blocks and the number of patrols shall be determined by the Department and the Department shall notify the general manager of the District of the schedule. The Department and the District may amend the number of hours by the mutual written consent of the Department and the District. The deputy providing the services must, at a minimum, drive through the parking lot for Cypress Elementary and the streets adjacent to Anderson Mill West Park and walk through the Park during each patrol. During the walk-through, the deputy will monitor the facilities located

in the Park for vandalism. A written report stating the date and time of each patrol and any incidents or other activities observed will be submitted monthly, by the last day of the month. This agreement will in no way relieve the County of its obligation to provide routine patrol services to property within the District on the same basis as these services are provided to other property within the County. These services are in addition to, and not in lieu of, these routine services.

**Section 2. Compensation.** For the additional patrol services provided by the County, the District agrees to pay, from current revenues, the lesser of (i) \$ 18.00 per hour; or (ii) one and one-half times the normal rate for patrol service per hour. The County authorizes and directs the District to pay all sums due and payable hereunder directly to the deputy providing additional patrol services to the District. The County will prepare and issue to each deputy a time sheet indicating: (a) the total hours of additional patrol services rendered by the deputy, and (b) the County's approval of the services, and forward these time sheets to the District for payment. The total amount payable by the District must not exceed \$\_\_\_\_\_ (60 hours x rate) per month unless the number of approved hours is modified by the District and the Department. The District, in paying for the governmental services rendered by the County through the Department, will make 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, setting forth the total sum paid to the 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 will be provided by deputies employed by the Department, and the deputies will remain under the control and supervision of the County at all times. The deputies providing services under this Agreement will perform duties in the same manner as if providing patrol services within the District in the absence of this Agreement, and will remain County employees, entitled to the same benefits, and subject to the same restrictions as any other deputy; however, the direct hourly compensation to be paid to the deputy will be paid as provided in Section 2. The deputies must wear their Sheriff's Department uniforms and equipment and utilize marked Sheriff's Department patrol cars while providing services under this Agreement. All equipment, uniforms, and insurance will be the sole responsibility of the County. All deputies providing services will 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 will 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 will indemnify 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 must be in writing, and may be effected by personal delivery, or by certified mail, return receipt requested, at the address of the respective parties indicated below:

District: Williamson-Travis Counties Municipal Utility District No. 1  
 c/o Severn Trent Environmental  
 2809 Longhorn Blvd.  
 Austin, Texas 78758  
 Attn: Kaye Markette, General Manager

County: Williamson County Sheriff's Department  
 508 South Rock  
 Georgetown, Texas 78626

These addresses for notice may be changed by either party by delivering written notice of the change, in accordance with the requirements of this Section, to the other party.

Section 6. Term. The term of this agreement shall expire six (6) months from the effective date, unless sooner terminated by either party by giving written notice to the other party. Provided, however, this agreement may be extended by the mutual agreement of the parties.

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

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

d. Invalid Provisions. Any provision of this agreement that is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable will not be deemed to 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 are performable in Williamson and Travis Counties, Texas, and venue for any action hereunder will be in Williamson County, Texas.

Executed on the date or dates indicated below, to be effective \_\_\_\_\_, 1999.

Date: 4-21-99

WILLIAMSON-TRAVIS COUNTIES  
MUNICIPAL UTILITY DISTRICT NO. 1

By: Barry Hawk  
Barry Hawk, President  
Board of Directors

ATTEST:

Brian J. Nasky  
Brian J. Nasky, Secretary  
Board of Directors

Date: 5/4/99

WILLIAMSON COUNTY, TEXAS

By: Mike Heiligenstein  
~~John C. Doerfler~~, County Judge COMMISSIONER  
MIKE HEILIGENSTEIN

AGENDA ITEM # 23May 4, 1999Discuss and take appropriate action on appointing or reappointing Investment Committee.

Existing Investment Committee members are Judge John Doerfler, Commissioner Mike Heiligenstein, County Treasurer Vivian Wood and County Auditor David Flores.

Moved: Commissioner Boatright

Seconded: Commissioner Heiligenstein

Motion: To reappoint the existing Investment Committee and request a report of investment status to court on/by July 1, 1999.

Vote: Motion carried 4 - 0

AGENDA ITEM # 24May 4, 1999Consider approving sale of the following fixed asset at next auction:

(1) 4 drawer metal file cabinet A109763 from CSCD

Moved: Commissioner Hays

Seconded: Commissioner Boatright

Motion: To approve sale of the following fixed asset at next auction:

(1) 4 drawer metal file cabinet A109763 from CSCD

Vote: Motion carried 4 - 0

&lt; Clerk copy here &gt;

## CHANGE OF FIXED ASSET STATUS

DATE 26 APRIL 1999

THE FOLLOWING FIXED ASSET IS TO BE: (Circle One)

TRANSFERRED

SOLD

DISPOSED

At Next Auction

## FIXED ASSET

<u>Quantity</u>	<u>Description</u>	<u>Model</u>	<u>Serial #</u>
<u>1</u>	<u>4 DRAWER, METAL, FILE CABINET.</u>	<u>NONE</u>	<u>A109763</u>
	<u>COLOR, BEIGE. MFG, FILEX</u>		

FROM (Transferor): COMMUNITY SUPERVISION & CORRECTIONS DEPARTMENTTO (Transferee): X

The Transferor requests that this fixed asset be removed from the inventory for his/her office and placed in the inventory for the Transferee's office as of the date shown above.

R11/12

Transferor - Elected Official/Department Head

X  
Transferee - Elected Official/Department Head

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