

Regular Agenda

AGENDA ITEM # 15

Consider approving interlocal agreement for security patrols with Springwoods Municipal Utility District.

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To approve interlocal agreement for security patrols with Springwoods Municipal Utility District effective October 1, 1999.

Vote: Motion carried 5 - 0

< Clerk copy here >

**ARMBRUST BROWN & DAVIS, L.L.P.**

ATTORNEYS AND COUNSELORS

100 CONGRESS AVENUE, SUITE 1350  
AUSTIN, TEXAS 78701-4042  
(512) 435-2300

TELECOPIER (512) 435-2380

JOCELYN KEARL  
(512) 435-2365

November 12, 1999

Judge John Doerfler  
County Judge  
Williamson County Courthouse  
Georgetown, Texas 78626

RE Springwoods Municipal Utility District - Interlocal Agreement for Security Patrols

Dear Judge Doerfler

Enclosed please find three original Interlocal Agreements for Security Patrols between the above-referenced District and Williamson County Sheriff's Department which were approved at the Board of Directors' November 9<sup>th</sup> meeting. Please execute all three Agreements, keep one for your files and return two to me in the enclosed self-addressed envelope.

In the event that you have any questions or need further information, do not hesitate to contact me.

Sincerely,



Jocelyn Kearn

Legal Assistant to Gregg C. Krumme

Enclosures

## 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 Springwoods Municipal Utility District (the "District"), in order to set forth the terms and conditions under which the County shall provide additional security patrols by the Williamson County Sheriff's Department (the "Department") of the property within the District

### 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 desires to obtain increased security patrols within the District by the Department 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, pursuant to 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, the parties agree that 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 in consideration of the premises, and the mutual covenants and 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     Patrol Services** The County agrees to provide additional patrol services in two (2) hour blocks, during high risk periods, seven (7) days per week. The time blocks of patrols and the number of patrols may be changed upon mutual agreement of the parties. It is agreed that the deputy providing the services shall, at a minimum, drive through the parking lot for Springwoods Park, Springwoods Pool and by the stormwater drainage area located at Hunter's Chase Drive and Cahill Drive (the "Stormwater Drainage Area"), and walk through the Springwoods Park, through the open areas of the Springwoods Pool (including tennis courts), and the open space area of the Stormwater Drainage Area during each patrol required hereunder. During the walk-through,

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 c/o ECO Resources, Inc 9511 Ranch Road 620 N Austin, Texas 78726
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, 2000. 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, 1999

Date November 9, 1999

SPRINGWOODS MUNICIPAL UTILITY  
DISTRICT

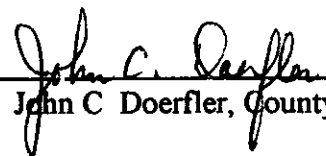
By   
William Saaranen, President  
Board of Directors

ATTEST

  
Jim Sagnes, Secretary  
Board of Directors

Date 11-23-99

WILLIAMSON COUNTY, TEXAS

By   
John C Doerfler, County Judge

AGENDA ITEM # 16

Discuss and take action on request to amend budget order for Mental Health Officer from Precinct #1 Constable to take car home, out of county.

Moved: Commissioner Hays

Seconded: Commissioner Limmer

Motion: To amend budget order for Constable, Precinct #1 Mental Health Officer to take county automobile 10.5 miles outside Williamson County to his home until January 1, 2000, on an **as needed basis**.

Vote: Motion carried 5 - 0

Moved: Judge Doerfler

Seconded: Commissioner Hays

Motion: To amend budget order for Constable, Precinct #1 Mental Health Officer to take county automobile 10.5 miles outside Williamson County to his home until February 1, 2000, on an **as needed basis**.

---

AGENDA ITEM # 17

Consider awarding, rejecting or extending bid for heavy equipment for Unified Road System.

Moved: Commissioner Boatright

Seconded: Commissioner Hays

Motion: To award bids for heavy equipment for Unified Road System:

To Holt Company of Texas ``Life Cycle Cost Bid'' for

\$52,833.00 for One (1) Backhoe Loader 4-Wheel Drive;  
\$87,260.00 for One (1) Wheel Loader Four Wheel Drive;  
\$114,995.00 for One (1) Articulated Motor Grader;  
\$ 98,328.00 for One (1) Smooth Drum Vibratory Compactor;  
\$109,551.00 for One (1) Padfoot Vibratory Compactor

Vote: Motion carried 5 - 0

< Clerk copy here >