

**AGENDA ITEM 22**

**Consider approving interlocal agreement for law enforcement facility.**

**Moved: Commissioner Linner**

**Seconded: Judge Doerfler**

**Motion: To approve interlocal agreement on the Williamson County law enforcement firing range with the deletion of "by unanimous vote of the Agency's Board" in Section 7, Item 4, and the deletion of sentence 2 in Section 7, Item 8.**

**Vote: 5 - 0**

*The individual interlocal agreements for each city were received at various times, and were not available when the December 12, 2000 minutes were scanned. They have been attached as December 12, 2000 Minutes Pages 210 through 295.*

< Attachment >

**WILLIAMSON COUNTY LAW ENFORCEMENT****FIRING RANGE INTERLOCAL AGREEMENT**

THIS CONTRACT AND INTERLOCAL AGREEMENT is made and entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by and between WILLIAMSON COUNTY (the "County"), and \_\_\_\_\_ the "Participating Entity").

**WITNESSETH:**

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of the State and the mutual benefit of the parties; and

WHEREAS, each of the parties hereto requires training for firearms use, and any other appropriate law enforcement or public safety training, so as to increase the skill and professionalism of its law enforcement and public safety personnel and reduce liabilities to the parties and their respective insurance carriers; and

WHEREAS, the County and the Participating Entity desire to share the costs of the construction of a firing range ("Range"), provided that the County shall operate, manage and maintain the Range, and provided that the Participating Entity shall be entitled to utilize said Range for firearm qualification purposes; and

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned parties agree as follows:

I.

DEFINITIONS

1. Authorized Peace Officer shall mean a law enforcement person, whether full-time, part-time or reserved, designated as an authorized peace officer by a Party.
2. County shall mean Williamson County, Texas.
3. Participating Entity shall mean the other signer of this Agreement.

II.

CONSTRUCTION COSTS

1. The Participating Entity's share of the costs for construction of the Range are as shown on Schedule A, attached hereto and incorporated herein.
2. By approving the Agreement, the Participating Entity agrees to remit the consideration as stated above to the County within two (2) months of the signing of the Agreement. If there are additional construction costs over and above these listed in Schedule A, the Participating Entity is not obligated to remit additional consideration, unless approved by official action of the Participating Entity.

III.

ANNUAL OPERATION AND MAINTENANCE

1. The annual operation, management and maintenance costs of the Range shall be the sole responsibility of the County.

## IV.

USE OF RANGE BY PARTICIPATING ENTITY

1. County agrees to schedule Participating Entity with sufficient time to annually qualify all Participating Entity's commissioned officers in firearm use, pursuant to state standards..

## V.

INDEMNITY

1. Participating Entity will indemnify and save harmless the County, its officers, agents, servants, and employees for and against any and all suits, actions, legal proceedings, claims, demands, costs, expenses, and attorney fees, arising out of a wilful or negligent act or omission of the Participating Entity, its officers, agents, servants, and employees arising out of utilization of the Range by the Participating Entity, its officers, agents, servants, and employees.

## VI.

DURATION

1. This Agreement shall be effective on the \_\_\_\_\_ day of \_\_\_\_\_, 2000, and shall continue for twenty (20) years, unless terminated by agreement of both parties.
2. The County reserves the right to cease operations of the Range at any time. If the County exercises this option, the County will reimburse the Participating Entity a pro-rated share of its contribution for construction costs as stated in Section III., above, based on the number of years remaining in the term.

## VII.

MISCELLANEOUS

1. SEVERABILITY: The Parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State or the United States, the Parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.

2. ENTIRE AGREEMENT: This agreement constitutes the entire agreement between the Parties hereto, and supersedes all their oral and written negotiations, agreements, and understandings of every kind. The Parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any Party hereto or its officer, employees, or other agents to induce execution of this Agreement.
3. CHOICE OF LAW: This Agreement shall be performable in Williamson County, Texas.
4. AMENDMENT: This Agreement may be ~~amended by unanimous vote of the Agency's Board~~ if said proposed Amendment is ratified and approved by the governing body of each Party.
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:

Sheriff John Maspero  
Williamson County Sheriff's Office  
508 S. Rock  
Georgetown, Texas 78626  
(512) 943-1402

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address for notice may be changed at anytime by delivering written notice of change to the other Parties in accordance with the notice requirements of this section.

6. PARAGRAPH HEADINGS: The various paragraph headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this Agreement or any section thereof.
7. ATTORNEY FEES: In any lawsuit concerning this Agreement, the prevailing Party/Parties shall be entitled to recover reasonable attorneys fees from the nonprevailing Party/Parties, plus all out-of-pocket expenses such as

deposition costs, telephone calls, travel expenses, expert witness fees, court costs, and other reasonable expenses.

8. COMPLIANCE WITH APPLICABLE LAWS: The Parties hereby agree to comply with all ordinances laws, rules, regulations and lawful orders of any public authority. ~~Specifically, nothing in this Agreement is intended to conflict with the City of Georgetown's zoning, franchise or health and safety authority.~~

IN WITNESS WHEREOF, the Parties hereto have set their hands the day and year first above written.

WILLIAMSON COUNTY  
COMMISSIONERS' COURT:

By: John C. Daehler 12-12-00  
County Judge  
Williamson County, Texas

ATTEST:

By: Nancy E. Rister  
County Clerk  
Williamson County, Texas

CITY OF \_\_\_\_\_:

By: \_\_\_\_\_  
Mayor \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
City Secretary

**AGENDA ITEM 23**

Consider approving interlocal agreement with TxDOT pertaining to Loop 1 right of way and utilities.

This item was removed from the agenda.

**AGENDA ITEM 24**

Consider approving funding agreement with TxDOT for project at FM 619 at Brushy Creek Relief Bridge.

This item will be added to the agenda on December 19, 2000.

< Attachment >