

WILLIAMSON COUNTY LAW ENFORCEMENT
FIRING RANGE INTERLOCAL AGREEMENT

THIS CONTRACT AND INTERLOCAL AGREEMENT is made and entered into effective this 28 day of JUNE, 2001, by and between WILLIAMSON COUNTY (the "County"), and CITY OF ROUND ROCK (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" - as listed in Exhibit C), 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 training purposes; and

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

I.

DEFINITIONS

1. County shall mean Williamson County, Texas.
2. Participating Entity shall mean the other signer of this Agreement.
3. Project shall mean the Range and related improvements.

II.

CONSTRUCTION COSTS

1. The Participating Entity's share of the costs for construction of the Project are as shown on Exhibit "A", attached hereto and incorporated herein. It is agreed that the Participating Entity's share of costs are to be used for Project improvements, and not for salaries or other administrative costs.
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 Exhibit "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 Project shall be the sole responsibility of the County.
2. The County agrees to reserve all of the real property described in Exhibit "B", attached hereto and incorporated herein, for the Project, and other related public safety purposes.
3. It is the County's desire to expand the Project to include additional public safety training activities, including but not limited to, driving tracks, obstacle courses, and a rifle range. Said expansions are conditioned upon additional financial participation by the Participating Entity. If the Participating Entity chooses to not participate in an expanded activity, it will not be entitled to utilize the expanded activity.

IV.

USE OF PROJECT BY PARTICIPATING ENTITY

1. County agrees to schedule Participating Entity with sufficient time to train all Participating Entity's commissioned officers in firearm use, and other public safety activities.
2. The County and the Participating Entity agree to form a Range Committee that shall be comprised of one (1) representative from the County and from each participating Entity utilizing the Project. The representative shall be the police chief or sheriff or their designees. A vote of a majority of Participating Entities, including the County, is necessary for the Range Committee to take any action.
3. The Range Committee shall insure that the provisions of Section 1, above, are complied with fully. The Range Committee shall annually allocate "exclusive use of range" days for each quarter year, based on a formula allowing for 8:00 A.M. to 5:00 P.M., Monday through Friday.
4. The Range Committee shall address additional issues including, but not limited to, use of the Project by non-participating entities to insure that the scheduling of the non-participating entities does not interfere with the Participating Entity's "exclusive use of range days", as referenced above. Additionally, the Range Committee shall address all issues regarding scheduling and expansion of Project to include other public safety related activities.

V.

INDEMNITY

1. To the extent allowed by law, the 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 willful or negligent act or omission of the Participating Entity, its officers, agents, servants, and employees arising out of utilization of the Project by the Participating Entity, its officers, agents, servants, and employees.

VI.

DURATION

1. This Agreement shall be effective on the 28TH day of JUNE, 2001, and shall continue for fifty (50) years, unless terminated by written agreement of both parties.

2. The County reserves the right to cease operations of the Project 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. If the Project is not open for firearms training within 18 months after the signing of this Agreement, the Participating Entity reserves the right to terminate this Agreement and be reimbursed all construction costs paid pursuant to this Agreement.

VII.

NEGOTIATION AND MEDIATION OF DISPUTES

1. The parties agree to attempt first to resolve disputes concerning this Agreement amicably by promptly entering into negotiations in good faith. The parties agree that they will not refer any dispute to another dispute resolution procedure including mediation or litigation until they have first made reasonable and good faith efforts to settle their differences by joint negotiations conducted in a timely manner.
2. If any dispute cannot be resolved through good faith negotiation, then the parties shall endeavor to resolve the dispute by mediation as provided herein.
3. In the event that a dispute is not resolved as a result of such negotiations, either party may at any time give formal written notice to the other of a "claim". A "claim" as used herein means a demand or assertion by one of the parties (the "claimant") seeking, as a matter of right, adjustment or interpretation of terms in this Agreement, the payment of money, an extension of time for performance or other relief with respect to the terms of this Agreement or any other dispute or matter in question among the parties arising out of or related to this Agreement. Such notice shall be in writing. After such notice is given, the dispute resolution procedure provided for below shall immediately enter into effect.
4. The claimant shall continue with performance under this Agreement pending mediation of the dispute.
5. Promptly following the making of a written claim by any party, the parties will consult with one another to agree on the appointment of a mediator acceptable to all parties. If within five (5) business days the parties are unable to agree on the appointment of a mediator, then any party may request the appointment of a mediator by the Center for Public Policy Dispute Resolution at the University of Texas at Austin School of Law. The parties agree to utilize the mediator appointed by the Center unless they ultimately reach agreement on an alternative selection and give notice to the Center that another selection has been made by agreement. The fees of the mediator and any other costs of administering the mediation shall be borne equally by the parties unless otherwise agreed among them in writing.

6. If mediation is unsuccessful, the County or the Participating Entity can bring an action in a court of proper jurisdiction to redress any claim or other causes of action under this Agreement.

VIII.

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 each Participating Entity and County if said proposed Amendment is ratified and approved by each Participating Entity and County.
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 A. Maspero
 Williamson County Sheriff's Office
 508 S. Rock
 Georgetown, Texas 78626

City of Round Rock
 Attn: City Manager
 221 East Main Street
 Round Rock, Texas

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 non-prevailing 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 Round Rock'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:

ATTEST:

By: John C. Doerfler 1-22-02
JUDGE JOHN DOERFLER
County Judge
Williamson County, Texas

By: Nancy E. Rister
Printed Name: NANCY E. RISTER
County Clerk
Williamson County, Texas

CITY OF ROUND ROCK:

ATTEST:

By: Robert A. Stuka, Jr.
ROBERT A. STLUKA, JR., Mayor

By: Joanne Land
JOANNE LAND, City Secretary

EXHIBIT A

Agency	Number of Commissioned Officers		Contribution
	Number	% of Total	
Williamson County Sheriff's Office	178	40%	(1)
Round Rock Police Department	94	21%	\$ 141,000
Georgetown Police Department	50	11%	\$ 75,000
Cedar Park Police Department	44	10%	\$ 66,000
Taylor Police Department	30	7%	\$ 45,000
Austin Police Department	20	5%	\$ 30,000
Leander Police Department	18	4%	\$ 27,000
Hutto Police Department	10	2%	\$ 15,000
Total	424	100%	\$ 369,000

(1) Williamson County contributed 123 acres of county land as its share of the initial investment.

EXHIBIT B

Tract 1

FIELD NOTES DESCRIBING 122.161 ACRES OF LAND, MORE OR LESS, A PART OF THE JOHN DYKES SURVEY, ABSTRACT NO. 186, IN WILLIAMSON COUNTY, TEXAS AND BEING THAT CALLED 123.23 ACRE TRACT DESCRIBED IN A DEED TO THURE JOHN DAHL OF RECORD IN VOLUME 363, PAGE 601, SAVE AND EXCEPT A CALLED 0.732 TRACT OF LAND DESCRIBED IN A RIGHT-OF-WAY DEED TO THE STATE OF TEXAS DESCRIBED IN VOLUME 476, PAGE 580, ALL DEED RECORDS WILLIAMSON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a concrete highway right-of-way monument found in the north line of F. M. Road 1660 at the northwest corner of the called 0.732 tract of land for an interior ell corner hereof;

THENCE with the west line of said 0.732 acre tract, South 19°10'37" East 40.00 feet to an 1/2 inch iron rod set at the southwest corner of said 0.732 acre tract being in the south line of said 123.23 acre tract for an exterior ell corner hereof;

THENCE with the south line of said 123.23 acre tract South 71°12'27" West 882.70 feet to an 1/2 inch iron rod set in Williamson County Road 130, for the southwest corner hereof;

THENCE with the west line of said 123.23 acre tract and the east line of Williamson County Road 130, North 19°00'00" West 3137.10 feet to an 1/2 inch iron rod found at the southwest corner of the Williamson County tract of land described in Volume 485, Page 248, Deed Records Williamson County, Texas for the northwest corner hereof;

THENCE with the common line of the Williamson County tract and herein described tract North 71°01'36" East 1703.57 feet to an 1/2 inch iron rod set for the northeast corner hereof;

THENCE with the common line of the Dennis Johnson tract the Richard H. Kruger tract and herein described tract South 19°05'26" East 3096.41 feet to an 1/2 inch iron rod set in the north line of said F. M. 1660, and northeast corner of said 0.732 acre tract for the southeast corner hereof; from which a concrete highway monument bears North 70°49'23" East 2342.60 feet.

THENCE with the north line of said 0.732 acre tract and the north right-of-way of said F. M. 1660, South 70°49'23" West 825.90 feet to the PLACE OF BEGINNING and containing 122.161 acres of land, of which 0.000 acres lay in Williamson County Road 130.

FIELD NOTES ONLY TO BE USED WITH ATTACHED PLAT

09-127-96

09-30-96

[Handwritten signature]



EXHIBIT B

FIELD NOTES DESCRIBING THE CENTER LINE OF 30 FEET INGRESS AND EGRESS ROAD EASEMENT OUT OF A PORTION OF THE JOHN DYKES SURVEY ABSTRACT NO. 186. A BEING A PORTION OF THAT CALLED 123.23 ACRE TRACT DESCRIBED IN A DEED TO THURE JOHN DAHL OF RECORD IN VOLUME 563, PAGE 601, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.

COMMENCING at an 1/2" iron rod found in the East right-of-way line of County Road 130 for the northwest corner of the above referenced 123.23 acre tract ;

THENCE along the East right-of-way line of County Road 130 South 19deg 00'00" East 1433.97 feet to the point of beginning;

THENCE along the center line of a 30 foot ingress and egress easement the following the three courses North 27deg 10'20" East , 245.05 feet to an angle point ;

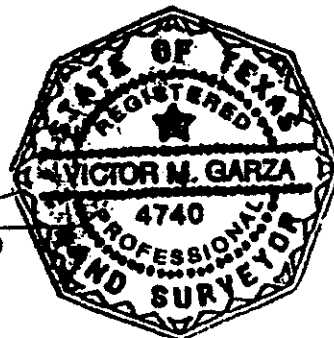
THENCE North 44deg 16'10" East to 284.85 feet to a angle point;

THENCE North 69deg 01'19" East 898.39 feet to a point in the west line of 2.000 acre tract and point of termination from which 1/2" iron rod set for the southwest corner of the above referenced 2.000 acre tract bears South 19deg 05'26" East 15.00 feet.

FIELD NOTES TO BE USED WITH THE ATTACHED PLAT.

JOB#09-127-96B
10/2/96


VICTOR M. GARZA, R.P.L.S. #4740



WILLIAMSON COUNTY
485 / 248
12119 ACRES

N 77°36' E 1705.87'
(REC. S 71° W 684.3 VRS.)

DENNIS JOHNSON
496/521 B 103/320

ABSTRACT NO. 186

122.161 ACRES
TRACT 1

SURVEY

RICHARD H. KRUGER
6491 / 547
144.06 ACRES

SUBJECT TO BLANKET TYPE ELEC. ESMT
PER VOL. 279 PG. 483
SUBJECT TO BLANKET WATERLINE
ESMT. V. 682, P. 808

FARM TO MARKET 1660

S 87°03' E 40.00'
(REC. S 197° E 40')

P.O.B.

P.O.B. (200 AC)
N 70°49'23" E 2342.60'

SAVE AND EXCEPT 0.732 ACRES
FOR RIGHT OF WAY V. 676, P. 680-682

DYKES

JOHN

COUNTY ROAD 730
N 70°00' W 128.75'
N 70°00' W 128.75'

441.97'

30' BUY WIRE ESMT.
VOL. 296 PG. 483

APPROXIMATE
LOCATION
OF SPRING WELL

N 70°55' 34"E 30.64'
N 70°00' 00"W 128.75'
2.00 AC
TRACT 2
1 STORY WOOD
HOUSE

S 87°03' E 40.00'
(REC. N 197° W 40.00')

P.O.B. TRACT 2

176.47'

S 87°03' E 40.00'

S 87°03' E 40.00'

S 87°03' E 40.00'

S 87°03' E 40.00'

S 87°03' E 40.00'

S 87°03' E 40.00'

S 87°03' E 40.00'

S 87°03' E 40.00'

S 87°03' E 40.00'

EXHIBIT C

RANGE BUILDING PROPOSALS

1. Covered Firearms Deck

A 25 yard, 10 position concrete slab 90 feet wide. Each firing position will be eight feet wide.

A dirt berm backstop no less than 30 ft from the target line.

Covered structure with no obstructions in the lane of fire.

Artificial incandescent lighting capable of dimming.

2. Open Range Deck

A 50 yard, 10 position area 90 feet wide. The entire surface should be a non-reflective all weather surface.

Firing lines should be marked at 3, 7, 10, 15, 25 and 50 yards.

Artificial incandescent lighting capable of dimming.

3. Rifle Deck

A 200 - 300 yard, 5 position, firing line marked off in intervals of 100 yards.

Each position is 10 feet wide.

Concrete pads the width of the range and 10 feet wide placed at distances of 100 and 200 yards from the target line.

A concrete walkway built from the 200 yard line to the target line.

4. Backstop

Assuming a 20 feet high berm.

The berm should extend a minimum of five feet beyond the end target as measured at the top of the berm.

The slope of the range side must be as steep as possible but not less than 45 degrees or 1:1. The facing slope must be at least 45 degrees or 1:1.

The impact surface of the backstop must be free of rock and debris to a depth of 18-24 inches.

Fill material should be relatively free of large rocks and other debris.

5. Covered range deck and open range deck will have a self-contained bullet trap. The trap will be covered with 2 feet of shredded rubber. Trap will be purchased from Supertrap Inc. or Action Target.
6. The covered range deck and open range deck will each have computerized turning target systems.

DATE: June 22, 2001

SUBJECT: City Council Meeting – June 28, 2001

ITEM: 12.A.2. *Consider a resolution authorizing the Mayor to execute a Firing Range Interlocal Agreement with Williamson County for participation in a countywide firearm training facility project.* The Round Rock Police Department's participation in this venture would cost \$141,000, which would be drawn from the City's Law Enforcement Fund for asset forfeitures.

Resource: Paul Conner, Chief of Police
Rick White, Management Analyst

History: Currently, Round Rock police officers must perform firearm qualifications and training at various sites of varying condition around Williamson County. Officers need an adequate site at which they can perform these functions. Nearly two years ago, Chief Conner began broaching the idea with neighboring jurisdictions of collaborating on a countywide firearm facility.

This interlocal agreement is the culmination of those nearly two years' worth of effort aimed at developing a countywide law enforcement training facility for Williamson County peace officers. Williamson County has contributed 123 acres of county land to this project, and the contributions of the participating cities is based on the number of commissioned officers in each jurisdiction. As such, the City's share is \$141,000 and would be drawn from asset forfeiture monies (not the general fund).

Under the terms of the agreement, Williamson County has the sole responsibility for operation, management, and maintenance of the facility. Scheduling and further development of the site would be governed by a committee with equal voting membership from each participating city.

Funding: Cost: \$141,000
Source: Law Enforcement Fund

Outside Resources: None

Impact/Benefit: Approving the interlocal agreement would allow the project to move forward and Williamson County to construct the range in accordance with the agreement. Once complete, Round Rock police officers would have an appropriate place at which to perform firearm training and qualification for 50 years, subject to termination clauses.

Public Comment: None

Sponsor: None

RESOLUTION NO. R-01-06-28-12A2

WHEREAS, Chapter 791 of the Texas Government Code, V.T.C.A., authorizes local governments and agencies of the state to enter into agreements with one another to perform governmental functions and services, and

WHEREAS, the City of Round Rock wishes to enter into a Firing Range Interlocal Agreement with Williamson County for participation in a countywide firearm training facility project, Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

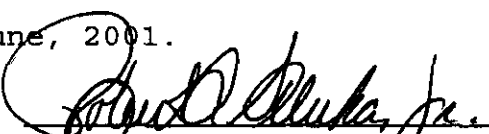
That the Mayor is hereby authorized and directed to execute on behalf of the City said Firing Range Interlocal Interlocal Agreement, a copy of same being attached hereto and incorporated herein for all purposes.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and the Act.

RESOLVED this 28th day of June, 2001.

ATTEST:


JOANNE LAND, City Secretary


ROBERT A. STLUKA, JR., Mayor
City of Round Rock, Texas