

AGENDA ITEM 52

Consider noting in minutes scrivener error on Lakeside Estates, Phase 1-A.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Hays**

Motion: To note in minutes scrivener error of Block B being corrected to Block C in Cabinet R on Slide 395 of Williamson County Plat records - (Complete plat recorded in Cabinet R, Slides 394, 395, 396 and 397).

Vote: Motion carried 3 – 1 with Commissioner Heiligenstein voting against the motion

AGENDA ITEM 53

Consider granting variance to Denny Buchanan & Dwayne Cole property.

No action was taken on this item which was tabled until the meeting of July 18, 2000.

AGENDA ITEM 54

Discuss and take appropriate action on variance from sec. 3.3.13 and A5 requiring 30' lot frontage for Jefferson Center.

No action was taken on this agenda item.

AGENDA ITEM 55

Discuss and take appropriate action on preliminary plat approval for Jefferson Center.

No action was taken on this agenda item.

AGENDA ITEM 56

Consider approving amended interlocal agreement for Security Patrols between Williamson County Sheriff's Office and Williamson-Travis Counties MUD #1

Moved: **Judge Doerfler**

Seconded: **Commissioner Hays**

Motion: To approve amended interlocal agreement between Williamson County Sheriff's Office and Williamson-Travis Counties MUD #1 for security patrols.

Vote: Motion carried 4 – 0

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ARMBRUST BROWN & DAVIS, L.L.P.

ATTORNEYS AND COUNSELORS

100 CONGRESS AVENUE, SUITE 1300
AUSTIN, TEXAS 78701-4042
(512) 435-2300

TELECOPIER (512) 435-2360

270

CINDY ARIAS
(512) 435-2374
carias@abdlaw.com

June 27, 2000

Sheriff Ed Richards
Williamson County Sheriff
508 S. Rock
Georgetown, Texas 78626

RE: Amended Interlocal Agreement for Security Patrols Between Williamson County
Sheriff's Office and Williamson-Travis Counties M.U.D. No. 1 (the "District")

Dear Sheriff Richards:

As you probably know, the Williamson County Sheriff's Department has an interlocal agreement with the Williamson-Travis Counties Municipal Utility District to provide security patrols to the District. This agreement was recently amended to provide for additional hours, and increase the amount paid per hour for these security patrols. I am enclosing two original Amended Interlocal Agreement For Security Patrols reflecting these changes. The agreement has been executed by the president and secretary of the District. Please forward this agreement to Judge John C. Doerfler for his signature and return one fully-executed original to me in the self-addressed, stamped envelope provided for your convenience. The other original agreement is for your files.

If you have any questions regarding this agreement please call me at 435-2374.

Sincerely,

ARMBRUST BROWN & DAVIS, L.L.P.


Cindy Arias
Legal Assistant

CA/ms

Enclosure

84653.1/062700

AMENDED INTERLOCAL AGREEMENT FOR SECURITY PATROLS

THE STATE OF TEXAS §
 §
 COUNTY OF WILLIAMSON §

This Amended 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 amend 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 100 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) \$ 25.00 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 \$2500 (100 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 one year 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 June 21, 2000.

Date: June 21, 2000

WILLIAMSON-TRAVIS COUNTIES
MUNICIPAL UTILITY DISTRICT NO. 1

By: Barry Hawk
Barry Hawk, President
Board of Directors

ATTEST:

Frank Simmons
Frank Simmons, Secretary
Board of Directors

Date: 7-11-00

WILLIAMSON COUNTY, TEXAS

By: John C. Doerfler
John C. Doerfler, County Judge

AGENDA ITEM 57

Consider approving interlocal agreement with Brushy Creek MUD for maintenance of medians.

Brushy Creek MUD Board Member Lisa Berkland requested county participation in maintenance cost. She also requested permission for the MUD to have access to the medians and answered questions.

Moved: **Commissioner Hays**

Seconded: **Judge Doerfler**

Motion: To approve interlocal agreement with Brushy Creek MUD for Williamson County \$10,000.00 annual contribution toward maintenance of approximately five (5) miles of medians.

Vote: Motion carried 4 – 0

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