

AGENDA ITEM 33

Consider approving interlocal agreement with various entities for Law Enforcement Training Facility.

Attorney Charles Crossfield discussed creation of an agency under the local government act conveying Williamson County property to an agency preventing any liability to the county. Also the property would be the total county contribution with funding from the various entities utilizing the facility based on their number of commissioned officers.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Heiligenstein**

Motion: To approve interlocal agreement with various entities for Law Enforcement Training Facility.

Vote: Motion carried 4 - 0 with Commissioner Boatright absent from the dais.

< Clerk copy here >

WILLIAMSON COUNTY LAW ENFORCEMENT

TRAINING FACILITY INTERLOCAL AGREEMENT

THIS CONTRACT AND INTERLOCAL AGREEMENT is made and entered into effective this _____ day of _____, 2000, by and between WILLIAMSON COUNTY, the CITY OF GEORGETOWN, the CITY OF ROUND ROCK, the CITY OF TAYLOR, the CITY OF HUTTO, the CITY OF LEANDER and the CITY OF CEDAR PARK, all of which are political subdivisions of the State of Texas.

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 a law enforcement training facility (the "Facility") for firearms, and tactical driving instruction, 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 parties desire to share the costs of the construction, operation and maintenance of the Training Facility; and

WHEREAS, Section 791.013 of the Interlocal Cooperation Act (the"Act") allows for parties to an interlocal contract to create an agency to supervise and administer the contract; and

WHEREAS, said agency is, pursuant to the Act, tax-exempt and insurable by insurers of political subdivisions;

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

I.

DEFINITIONS

1. Agency shall mean the WILLIAMSON COUNTY LAW ENFORCEMENT TRAINING AGENCY, an administrative agency created pursuant to Section 791.013, Gov't Code, V.T.C.A.
2. 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.
3. Party shall mean the signers of the Agreement.

II.

CREATION AND OPERATION OF AGENCY

1. Pursuant to Section 791.013, Gov't Code, V.T.C.A., the Parties hereby create the WILLIAMSON COUNTY LAW ENFORCEMENT TRAINING AGENCY.
2. The business and affairs of the Agency shall be conducted by a board consisting of one (1) representative from each PARTY signing this Agreement. The representative shall be the police chief or sheriff of each Party, or their designees.

3. As soon as possible after the creation of the Agency, the Agency shall adopt by-laws which shall govern the operation of the Agency. Before adoption of by-laws by the Agency, the bylaws must be approved by the representative of each Party.
4. A quorum of the Agency shall exist for the purpose of conducting the business of the Agency if a majority of the Party representatives are present. Each Party is entitled to one vote. The vote of a majority of a quorum is necessary for the Agency to take any action.
5. Any Party annually designating over 25% of the total number of Authorized Peace Officers designated by all of the Parties may veto any action of the Board. If an action is vetoed, it shall be reconsidered by the Board and shall pass only upon 1) an affirmative vote of a majority of the Parties present, and 2) an affirmative vote of Parties representing at least 51% of the total number of Authorized Peace Officers designated annually by all the Parties.
6. The Agency's primary responsibilities shall be the review, oversight, maintenance and operation of the Facility.
7. The Agency shall comply with all requirements of the Texas Open Meetings Act, Tx. Gov't Code, Chapter 551 and the Texas Public Information Act, Tx. Gov't Code, Chapter 552.
8. The Agency may allow additional public safety agencies to utilize the Facility.

III.

INITIAL COSTS

1. The initial costs for construction of the Facility are as shown on Schedule A, attached hereto and incorporated herein.
2. By approving the Agreement, the Parties acknowledge the responsibility to remit the considerations as stated in Schedule A to the Agency for the initial start-up costs within two (2) fiscal years of the signing of the Agreement. If there are additional start-up costs over and above these listed in Schedule A, the Parties are not obligated to remit additional consideration, unless approved by official action of each respective Party.

IV.

ANNUAL BUDGET

1. Prior to March 31st of each year, the Agency shall submit a tentative budget to each Party for their approval.
2. Any expenditure which exceeds the annual approved budget must be approved by official action of each Party. Any expenditures which exceed the annual approved budget shall be paid for by the Parties pursuant to Article V, below.

V.

ANNUAL OPERATION AND MAINTENANCE RESPONSIBILITIES

1. The annual operation and maintenance costs of the Facility shall be allocated between the Parties by dividing the annual operation and maintenance costs by the total number of Authorized Peace Officers designated annually by the Parties. The resulting quotient represents the cost of the Facility per commissioned officer Authorized Peace Officers. The cost for each Party is determined by multiplying the resulting quotient by the number of Authorized Peace Officers annually designated by each Party. Each Party shall remit this payment to the Agency on a quarterly basis.
2. The Parties will receive credit for in-kind services provided to the Agency.

VI.

INSURANCE

1. The Agency shall procure and maintain at its sole cost and expense insurance or coverage under an interlocal agreement against claims for injuries to persons or damage to property which may arise from or in connection with the terms and conditions of this Agreement, and shall cover performance herein by the Agency, its employees, officials, contractors or subcontractors. Such insurance or coverage under an interlocal agreement shall be maintained in full force and effect, without lapse or gaps, for the duration of this Agreement.
2. Certificates of Insurance or evidence of coverage under an interlocal agreement shall be furnished to all

Parties. The following standard insurance policies shall be required:

- a) Bodily Injury Insurance or coverage with minimum limits of One Million Dollars (\$1,000,000) per occurrence.
 - b) Property Damage Insurance or coverage with minimum limits of Five Hundred Thousand Dollars (\$500,000) per occurrence.
 - c) Workmen's Compensation coverage in a minimum amount of benefits, if the Agency has any employees..
5. The Agency shall provide to the Parties evidence of the herein required insurance or coverage through certificates of insurance or other appropriate documents which contain the following provisions:
- a) Designation of all the Parties, their officers, employees, and elected officials as additional insureds or covered parties under the liability policies (as the interest of each insured may appear).
 - b) Provision for thirty (30) days advance written notice to all Parties for any policy's cancellation, non-renewal, or material change applicable to the insurance or coverage requirements under this contract; and, additionally, removal of all language in Certificate of Insurance or other evidence of coverage indicating in any way by same or similar wording that the insurance company or agent/broker will "endeavor to notify Owner, but failure to do so shall impose no obligation of liability of any kind upon the company, its agents, or representatives."
 - c) Agreement that the Agency waives subrogation against the Parties, its officers, employees, and elected officials for injures (including death), property damage, or any other loss whatsoever to the extent same may be covered by proceeds of insurance or coverage.

VII.

DURATION

1. This Agreement shall be effective on the _____ day of _____, 2000, and shall continue as a yearly contract until terminated by the Parties.
2. Any Party to this Agreement has the right to withdraw from this Agreement by providing written notice to the Agency of its intent to withdraw. The Agency is entitled to retain any and all sums previously tendered by the withdrawing Party.

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 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:

Chief of Police
Round Rock Police Department
615 Palm Valley
Round Rock, Tx 78664
(512) 218-5506

City of Cedar Park
Cedar Park Police Department
1400 W. Whitestone Blvd.
Cedar Park, Texas 78613
(512) 258-2800

Chief of Police
Leander Police Department
200 W. Willis
Leander, Tx 78641
(512) 259-0613

Chief of Police
Georgetown Police Department
809 Martin Luther King
Georgetown, Texas 78626
(512) 930-3510

Chief of Police
Taylor Police Department
Po Box 810
Taylor, Texas 76574
(512) 352-5551

Chief of Police
Hutto Police Department
Po Box 280
Hutto, Texas 78634
(512) 759-1011

Sheriff, Williamson County
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. Daugherty 10-3-00
County Judge
Williamson County, Texas

ATTEST:

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

CITY OF ROUND ROCK:

By: Robert A. Rucker Jr.
Mayor, Round Rock, Texas

ATTEST:

By: Joanne Land
City Secretary

CITY OF GEORGETOWN:

By: _____
Mayor, Georgetown, Texas

ATTEST:

By: _____
City Secretary

CITY OF LEANDER

By: _____
Mayor, Leander, Texas

ATTEST:

By: _____
City Secretary

CITY OF CEDAR PARK

By: _____
Mayor, Cedar Park, Texas

ATTEST:

By: Debbie Chell
City Secretary

8.

Assistant City Secretary

CITY OF HUTTO

ATTEST:

By: _____
Mayor, Hutto, TexasBy: _____
City Secretary

CITY OF TAYLOR

ATTEST:

By: _____
Mayor, Taylor, Texas

By: _____
City Secretary

Agency	Number of Commissioned Officers		Contribution
	Number	% of Total	
Williamson County Sheriff's Department	178	42.0%	(1)
Round Rock Police Department	94	22.2%	\$141,000
Georgetown Police Department	50	11.8%	\$75,000
Cedar Park Police Department	44	10.4%	\$66,000
Taylor Police Department	30	7.1%	\$45,000
Leander Police Department	18	4.2%	\$27,000
Hutto Police Department	10	2.4%	\$15,000
TOTAL	424	100.0%	\$369,000

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

AGENDA ITEM 34

Consider appointing interim Information Technology Director.

Moved: **Judge Doerfler**

Seconded: **Commissioner Limmer**

Motion: To appoint Jimmie Jay Schade as interim Information Technology Director until the position of Paul Klehn can be filled.

Vote: Motion carried 4 – 0 with Commissioner Boatright absent from the dais.

Moved: **Commissioner Heiligenstein**

Seconded: **Judge Doerfler**

Motion: To approve \$10,000.00 salary increase of Jimmie Jay Schade during his tenure as interim Information Technology Director

Vote: Motion carried 5 – 0

COMMISSIONERS COURT ADJOURNED TO EXECUTIVE SESSION AT 11:18 A.M. ON TUESDAY, OCTOBER 2, 2000

AGENDA ITEM 35

Discuss land acquisition: (EXECUTIVE SESSION REQUESTED as per VTCA Govt Code sec. 551.072 pertaining to real property)

No action taken in executive session

AGENDA ITEM 36

Discuss construction of Jail/Criminal Justice construction (EXECUTIVE SESSION REQUESTED as per VTCA Govt Code sec. 551.072 pertaining to real property)

No discussion in executive session.

COMMISSIONERS COURT RECONVENED FROM EXECUTIVE SESSION AT 11:37 A.M. ON TUESDAY, OCTOBER 2, 2000.

AGENDA ITEM 37

Discuss and take any appropriate action on land acquisition.

No action needed on this item.

AGENDA ITEM 38

Discuss setting date for interviews for construction of Jail/Criminal Justice facility.

After discussion no action was taken on this item.

AGENDA ITEM 39

Comments from commissioners.

Commissioner Heiligenstein asked for the progress of direct payroll deposit.

Commissioner Heiligenstein discussed the annual State Association of County Judges and Commissioners conference in Corpus Christi attended by most of the court the week of September 25-28, 2000. He was especially interested in the CUC presentation and the subdivision regulation changes to be presented to the State Legislature this next session. He also discussed an Attorney General opinion on open meetings.

Judge Doerfler advised the Andice Stump is being held at 7 o'clock p.m. October 17, 2000, in the Andice Community Center.

The Judge advised the 1999/2000 cash ending balances of \$3,013,000.00 (General Fund) and \$437,800.00 (Road and Bridge) were used in funding the 2000/2001 Williamson County Budget.

Commissioner Heiligenstein advised TxDOT did not fund numerous central Texas road projects. An article the next day or so indicated \$100M dollar sales tax revenue for the San Marcos to Georgetown corridor being contributed back to the State of Texas every year.