

**AGENDA ITEM 50**

Discuss and take appropriate action on interlocal agreement between Sheriff and Williamson County Municipal Utility Dist #10 for security patrols. (new agreement)

Moved: **Commissioner Limmer**

Seconded: **Commissioner Hays**

Motion: To approve interlocal agreement between Sheriff and Williamson County Municipal Utility District #10 for security patrols.

Vote: 4 - 0

< Attachment >

### **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 Williamson County Municipal Utility District No. 10 (the "District"), to set forth the terms and conditions under which the County will 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 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 in the District at random time periods between dusk and dawn on weekdays and at random times throughout the weekends, seven days per week, as follows:

(a) Prior to the first date that residents occupy homes within the District (the "Residency Date"), the County agrees to provide up to 60 hours per month of additional patrol services.

(b) After the Residency Date, the County agrees to provide up to 120 hours per month of additional patrol services.

The periods during which additional patrols are provided and the total hours of the patrols may be changed by the District by delivering written notice to the County, or by mutual agreement of the parties. During each patrol, the deputy providing the services must, at a minimum, drive all streets within the District and monitor the information center and all recreational facilities located within the District, and any construction areas in and around those facilities. A written report stating the date and time of each patrol and detailing any incidents, vandalism, trespass or other activities observed will be submitted to the District on a monthly basis, 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 sum of Twenty-Five Dollars (\$25.00) 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 \$3,000 per month unless otherwise agreed by the District in writing. 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. Deputies must wear their Sheriff's Department uniforms and utilize Sheriff's Department equipment while providing services under this Agreement. All equipment, including patrol vehicles after the Residency Date, as well as all uniforms and insurance for the deputies providing the patrol services, 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. Patrol Vehicle. Prior to the Residency Date only, the District agrees to provide a vehicle for use by the deputies providing patrol services under this Agreement, and to maintain all required insurance on such vehicle. Before providing additional patrol services, all deputies utilizing the vehicle provided by the District shall provide to the District, a legible copy of his/her valid Texas Driver License. This vehicle will be maintained, and all required fuel will be provided, at the expense of the District.

Section 5. 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 6. 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 County Municipal Utility District No. 10  
c/o Newland Communities, L.L.C.  
P.O. Box 1268  
Round Rock, Texas 78660-1268  
Telephone: 512-244-6667

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 7. Term. The term of this agreement shall expire on September 30, 2005, unless sooner terminated by either party by giving 60 days' written notice to the other party. This Agreement may be extended after the initial term described above by mutual agreement of the parties.

Section 8. 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 County, Texas, and venue for any action hereunder will be in Williamson County, Texas.

Executed on the date or dates indicated below, to be effective \_\_\_\_\_, 2001.

**WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 10**

Date: \_\_\_\_\_

By: \_\_\_\_\_, President  
Board of Directors

ATTEST:

By: \_\_\_\_\_, Secretary  
Board of Directors

**WILLIAMSON COUNTY, TEXAS**

Date: 6-12-01

By: Mike Heiligenstein  
John C. Doerfler, County Judge by Mike Heiligenstein,  
County Commissioner, Pct. 1

ATTEST:

By: John A. Maspero  
John A. Maspero, County Sheriff

**AGENDA ITEM 51**

Discuss and take appropriate action on interlocal agreement between Sheriff and Block House Municipal Utility District for security patrols. (renewal)

Moved: **Commissioner Limmer**

Seconded: **Commissioner Hays**

Motion: To approve interlocal agreement between Sheriff and Williamson County Municipal Utility District #10 for security patrols.

Vote: 4 - 0

< Attachment >

### **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 Block House Municipal Utility District (the "District"), to set forth the terms and conditions under which the County will 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 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 60 hours of additional patrol services per month in two-hour blocks, during high-risk periods, four days per week. The time blocks and the number of patrols may be changed by the District's general manager. The deputy providing the services must, at a minimum, drive through the parking lots for all parks within the District, as identified on Exhibit "A" attached, and walk through Tumlinson Park and Apache Park, including (i) the pool facilities and (ii) the nature trails behind the basketball court, during each patrol. During each walk-through, the deputy will monitor the restrooms located in Tumlinson Park and Apache Park for vandalism. The deputy will also enforce the District's park curfew and park rules, including use restrictions and "no parking" regulations, and will monitor the condition of the