

**AGENDA ITEM 37**

Consider approving interlocal agreement with City of Austin for firing range.

Sheriff's Training Officer David McGarah discussed the agreement and answered questions. He stated that use by the City of Austin would be limited to the SWAT team.

Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: To approve an interlocal agreement with the City of Austin for firing range.

Vote: **5 – 0**

< Attachment >

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

THIS CONTRACT AND INTERLOCAL AGREEMENT is made and entered, by and between WILLIAMSON COUNTY (the "County"), and CITY OF AUSTIN (the "Participating Entity").

WITNESSETH:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that public agencies may contract with each other for the performance of governmental functions and 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, both the County and the Participating Entity require training for firearms use, and other appropriate law enforcement and public safety training, 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 use the 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 City of Austin.
3. Project shall mean the proposed firearm range and related improvements, as described in Exhibit A, attached hereto and incorporated herein. ("Project")

## II.

### CONSTRUCTION OF PROJECT

1. Design of Project. Subject to the terms and conditions of this Agreement, County agrees to engage the services of a professional engineer registered in Texas to produce the engineering design, including detailed plans and specifications, for the Project in accordance with all applicable laws, rules and regulations.
2. Construction of Project. County shall commence construction of the Project within 90 days of the award of the approved construction contract and thereafter diligently pursue such construction to completion in accordance with the approved plans and specifications, this Agreement, and the agreed construction schedule for the Project. County shall notify the Participating Entity in writing of any material delays. County shall finance and pay the costs of construction of the Project subject to reimbursement to the extent provided in this Agreement.
3. Construction Standards. The Project shall be constructed in a good and workmanlike manner, utilizing good industry practice for the type of work in question, and in compliance with all applicable building codes, ordinances, and other laws and regulations of governmental authorities having jurisdiction.

## III.

### CONSTRUCTION COSTS

1. The Participating Entity's share of the costs for construction of the Project are as shown on Exhibit "B", 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 one half of the payment as stated above to the County within two (2) months of the signing of the Agreement. The remaining half of the payment will be made by October 31, 2001. If there are additional construction costs over and above these listed in Exhibit "B", the Participating Entity is not obligated to remit additional consideration, unless approved by official action of the Participating Entity.
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3. Current Funds. Each party's monetary obligations hereunder are payable only and solely from current revenues appropriated and available for the performance of such obligation. Each party agrees to promptly notify the other party in writing if its governing body fails to appropriate sufficient funds in any fiscal year to perform its obligations under this Agreement. Failure to appropriate sufficient funds shall be an event of default for which the other party may terminate this Agreement upon thirty (30) days' prior written notice.

#### IV.

##### ANNUAL OPERATION AND MAINTENANCE

1. County shall operate, manage, and maintain the Project in accordance with all applicable laws, rules and regulations. The annual operation, management and maintenance costs of the Project shall be the sole responsibility of the County.
2. The County warrants and represents that it owns all of the real property described in Exhibit "C", attached hereto and incorporated herein, in fee simple, and shall reserve such property exclusively for the Project, and other related public safety purposes described in Section 3 of this Article IV throughout the term of this Agreement, including all extensions and renewals.
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 financially participate in an expanded activity, it will not be entitled to use the expanded activity.

#### V.

##### 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 to 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. Participating Entity may schedule additional use of the Project over its assigned exclusive use days, subject to availability and in accordance with procedures established by the Range Committee.
  3. The Range Committee shall address additional issues including, but not limited to, use of the range 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
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referenced above, and requirements for insurance and indemnities of non-participating entities. Additionally, the Range Committee shall address all issues regarding scheduling and expansion of Project to include other public safety related activities.

4. The Range Committee 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.

## VI.

### LIABILITY

1. Participating Entity and County each acknowledge that the other is self-insured for some losses at the execution of this agreement.
2. Participating Entity shall not be liable for any claims, damages and attorney fees arising from the negligent or illegal acts of County employees in relation to the operation or condition of the Project. County shall not be liable for any claims, damages and attorney fees arising from the negligent or illegal acts of Participating Entity's employees in relation to the operation or condition of the Project.
3. If both County and Participating Entity are liable for any claims, damages or attorney fees arising from the negligent or illegal acts of County and Participating Entity employees under this Agreement, County and Participating Entity shall be liable for the portion of the claims, damages and attorney fees that arise from the negligent or illegal acts of that party as determined by the court adjudicating the matter or as agreed in any settlement.
4. If a Participating Entity employee suffers any loss while on duty, Participating Entity shall be at risk for the liability for the loss under its workers compensation self-insurance fund. If any County employee suffers any loss while on duty, County shall be at risk for the liability for the loss under its workers compensation self-insurance fund.
5. County bears all property losses that result from damages that would be covered by fire and casualty insurance coverage offered by a commercial insurance company.
6. County acknowledges that it is responsible for compliance with all federal, state, and local laws regarding the operation of the Project, including laws relating to health and environmental issues. County acknowledges that it is solely responsible for lead management and disposal, including airborne lead.

## VII.

### DURATION

1. This Agreement shall be effective on the complete execution of this Agreement by the

Parties, and shall remain in effect for an initial term to expire on September 30, 2001. This Agreement shall automatically renew annually, on October 1 of each successive year, for up to fifty (50) years, unless terminated by either party by written notice given at least sixty (60) days prior to the end of each contract year.

2. The County reserves the right to cease operations of the Project at any time upon at least six months prior written notice to Participating Entity. 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 fifty year term. If the Range is not open for firearms training within 18 months after the signing of this Agreement, the Participating Entity may terminate this Agreement upon written notice to County, and County shall reimburse all construction costs paid by Participating Entity pursuant to this Agreement.

#### VIII.

#### 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.

#### IX.

#### 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 agree to modify such unlawful or unenforceable terms to comply with law in a manner consistent, to the greatest degree possible, with the original intent of the parties. 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:** No modification concerning this instrument shall be of any force or effect, except a subsequent amendment in writing signed by the parties.
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, or successor  
Williamson County Sheriff's Office  
508 S. Rock  
Georgetown, Texas 78626

Stanley L. Knee, or successor  
Chief of Police  
715 E. 8<sup>th</sup> Street  
Austin, Texas 78701

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.

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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 Georgetown's zoning, franchise or health and safety authority.
9. WARRANTY OF AUTHORITY. Each party warrants and represents to the other that the person signing this Agreement on its behalf has been duly authorized and empowered to do so, that its governing body has taken all action necessary to approve this Agreement, and that this Agreement is a lawful and binding obligation of such party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in duplicate originals.

WILLIAMSON COUNTY  
COMMISSIONERS' COURT:

ATTEST:

By: John C. Daehler  
County Judge  
Williamson County, Texas

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

Date: 9-4-01

CITY OF AUSTIN:

ATTEST:

By: Jim Day  
City Manager

By: Shirley A. Brown  
City Clerk

Date: 8-24-01

EXHIBIT A

## 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.

EXHIBIT B

| Agency                             | Number of<br>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.

## 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 243, 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;

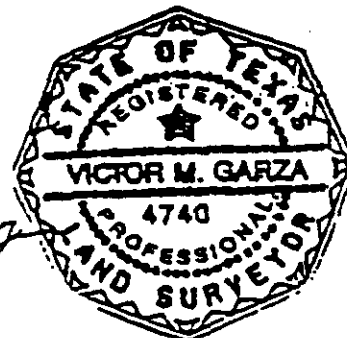
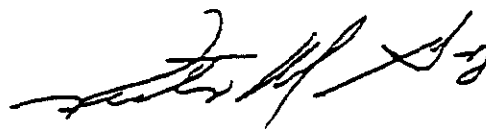
THENCE with the common line of the Dennis Johnson tract the Richard H. Kruger tract and herein described tract South 19°05'26" East 3096.41 feet to an 1/2 inch iron rod set in the north line of said F. M. 1660, and northeast corner of said 0.732 acre tract for the southeast corner hereof; from which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



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;

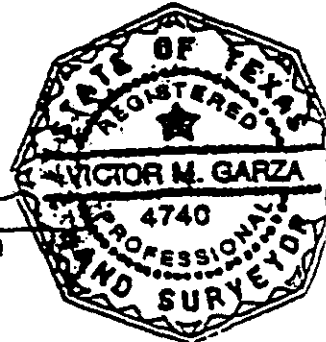
THENCE North 44deg 16'10" East to 284.85 feet to a angle point;

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



09/04/2001

WILLIAMSON COUNTY  
485 / 248  
120.9 ACRES

EXHIBIT C  
Page 165

N 77° 02' 00" E 1703.57  
(REC. S 77° W 682.5 VRS.)

30' GUY WIRE ESENT.  
VOL. 179 P. 483

DENNIS JOHNSON  
496/321 & 103/320

APPROXIMATE  
LOCATION  
OF SPRING WELL

N 70° 34' 34" W 230.44

S 10° 07' 20" E 230.44

230 AC  
TRACT 2

POA TRACT 2

N 89° 01' 15" E 698.35

S 10° 07' 20" E 230.44

230 AC  
TRACT 2

POA TRACT 2

30' GUY WIRE ESENT.  
VOL. 179 P. 483

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30' GUY WIRE ESENT.  
VOL. 179 P. 483

122.161 ACRES  
TRACT 1

SURVEY

DIXES

ABSTRACT NO. 186

RICHARD H. KRUGER  
6491 / 547  
144.06 ACRES

SUBJECT TO BLANKET TYPE ELEC ESENT  
PER VOL. 179 P. 483  
SUBJECT TO BLANKET WATERLINE  
ESENT, V. 179 P. 483

S 89° 01' 15" E 698.35  
(REC. S 89° 01' 15" E 401)

N 70° 34' 34" W 230.44

S 10° 07' 20" E 230.44

230 AC  
TRACT 2

POA TRACT 2

30' GUY WIRE ESENT.  
VOL. 179 P. 483

30' GUY WIRE ESENT.  
VOL. 179 P. 483

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VOL. 179 P. 483

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VOL. 179 P. 483

30' GUY WIRE ESENT.  
VOL. 179 P. 483

FARM TO MARKET 1660

**RESOLUTION NO. 010719-40****BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:**

The City Council authorizes the City Manager to execute an Interlocal Agreement with Williamson County to share in the construction costs of a law enforcement firing range to be built and operated by Williamson County for joint use of Williamson County and the participating entities; and authorizes the City Manager to enter into the agreement on such terms and conditions as may be reasonable, necessary, or required.

ADOPTED: July 19, 2001ATTEST: Shirley A. BrownShirley A. Brown  
City ClerkInterlocal 07-19 #795 Interlocal-Williamson  
Sally Henly

**AGENDA ITEM 38**

Discuss and take appropriate action on year 2002 plan for TCDRS retirement plan.

Moved: **Judge Doerfler**

Motion: To adopt the same retirement plan as last year, to include increased retirement benefits.

*Judge Doerfler withdrew his motion.*

This item was tabled until the September 11, 2001 meeting.

< Attachment >



Post Office Box 2034  
Austin, Texas 78768-2034

901 MoPac South  
Barton Oaks IV, Suite 500  
Austin, Texas 78746-5789

tel: 800-823-7782  
512-328-8889

Fax 512-328-8887  
www.tcdrs.org

**BOARD OF TRUSTEES**

**Bill Melton, Chairman**  
County Treasurer  
Dallas County

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**Steve Radack**  
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Harris County

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Tax Assessor-Collector  
Midland County

**Amador E. Reyna**  
Chief Appraiser  
Hardin County  
Appraisal District

**John G. Willy**  
County Judge  
Brazoria County

**STAFF**

**Joseph Cannon Froh**  
Director

**Paul J. Williams**  
Investment Officer

August 21, 2001

To: Subdivision Correspondents, County Judges and  
Presiding Officers of District Governing Boards

From: Plan Administration

Re: **Year 2002 Plan Change Documents – FIRST NOTICE**

Our most recent records indicate that we have not received the required Year 2002 plan change documents for your TCDRS retirement plan. All TCDRS subdivisions must submit at least one of the following by **December 31, 2001**:

- 1) the *No Plan Change Notice* signed by your subdivision correspondent, county judge, or presiding officer of the district governing board if your subdivision is making **no** plan changes for Year 2002;
- 2) the *Order/Resolution Adopting the Annually Determined Contribution Rate (ADCR or Variable-Rate) Plan For the First Time* if your Fixed-Rate subdivision plan is adopting the Variable-Rate plan for the first time;
- 3) the *Order/Resolution Amending the Annually Determined Contribution Rate plan* if your Variable-Rate subdivision plan is adopting different benefit levels, credits<sup>1</sup> or options<sup>2</sup> for Year 2002, or is adopting an optional higher employer contribution rate (elected rate)

The effective date of all plan changes will be January 1, 2002, provided a **certified copy** of the properly completed order or resolution is received at TCDRS offices by **December 31, 2001**. However, to ensure that there is adequate time to review, process, or make proper corrections to your order or resolution, we strongly recommend that you submit it before **December 1, 2001**.

Plan changes submitted after December 31, 2001 cannot be implemented. Failure to submit the necessary order or resolution by the December 31, 2001 deadline will result in your subdivision plan deemed to have made no plan changes for Year 2002. Variable-Rate plans will default to the calculated required employer contribution rate for Year 2002 (line 7 of *Exhibit A for Year 2002*), unless a higher optional contribution rate was elected in a previous year and that elected rate exceeds the Year 2002 calculated required contribution rate shown on line 7 of the *Exhibit A for Year 2002*.

If your subdivision would like other benefit level plans presently not shown on the *Exhibit A for Year 2002*, please contact TCDRS and request a *Supplemental Exhibit A for Year 2002*.

If you have questions, please call Plan Administration at (800) 823-7782.

<sup>1</sup> Please contact TCDRS no later than October 1, 2001 if your subdivision wishes to inquire about potential buyback costs.

<sup>2</sup> Contact TCDRS to request supplemental rate information regarding the new 20-Year Retirement Eligibility option.