

<b>REGULAR AGENDA</b>
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**AGENDA ITEM 16**

Discuss and consider approving preliminary plat for Chandler Creek Section 6-C.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To approve preliminary plat for Chandler Creek, Section 6-C.

Vote: **3 - 0** with Commissioner Heiligenstein absent from the dais.

**AGENDA ITEM 17**

Consider approving interlocal agreement with Springwood MUD for security patrols.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To approve an interlocal agreement with Springwood MUD for security patrols.

Vote: **3 - 0** with Commissioner Heiligenstein absent from the dais.

< 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 Springwoods Municipal Utility District (the "District"), in order to set forth the terms and conditions under which the County shall 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 by the Department 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, pursuant to 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, the parties agree that 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 in consideration of the premises, and the mutual covenants and agreements contained herein, as well as other 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 three (3) hour blocks, during high risk periods between the hours of 6:00 p.m. and 9:00 p.m., seven (7) days per week. The time blocks of patrols and the number of patrols may be changed upon mutual agreement of the parties. It is agreed that the deputy providing the services shall, at a minimum, drive through the parking lot for Springwoods Park, Springwoods Pool and by the stormwater drainage area located at Hunter's Chase Drive and Cahill Drive (the "Stormwater Drainage Area"), and walk through the Springwoods Park, through the open areas of the Springwoods Pool (including tennis courts), and the open space area of the Stormwater Drainage Area during each patrol

required hereunder. During the walk-through, the deputy shall monitor the restrooms located in the Springwoods Park and the exterior of the bathhouse located in Springwoods Pool for any vandalism. A written report showing the date and time of each patrol and any incidents or other matters observed shall be submitted monthly, on or before the last day of the month. The foregoing shall in no way relieve the County of its obligation to provide routine patrol services to property within the District on the same basis as such services are provided to other property within the County. The foregoing services shall be in addition to, and not in lieu of, such routine services.

Section 2. Compensation. For the additional patrol services requested by the District and provided by the County as described above, the District agrees to pay, from current revenues, a fixed hourly amount of Twenty-Five and No/100 Dollars (\$25.00) per hour of patrol service. The County hereby authorizes and directs the District to pay all sums due and payable hereunder directly to the deputy providing additional patrol services to the District hereunder. The County shall prepare and issue to each deputy providing such services a time sheet indicating (a) the total hours of additional patrol services rendered by the deputy, and (b) the approval of the County of such services and shall forward such time sheets to the District for payment. The total amount payable by the District hereunder shall not exceed \$2,500.00 per month. The District, in paying for the governmental services being rendered by the County through the Department hereunder, shall make such 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 hereunder, setting forth the total sum paid to such 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 shall be provided by deputies employed by the Department, and such deputies shall remain under the control and supervision of the County at all times. The deputies providing services under this Agreement shall perform duties in the same manner as if providing patrol services within the District in the absence of this Agreement, and shall remain County employees, entitled to the same benefits, and subject to the same restrictions as any other deputy; provided, however, that the direct hourly compensation to be paid to such deputy shall be paid as provided in Section 2, above. Such deputies shall wear their Sheriff's Department uniforms and equipment and shall utilize marked Sheriff's Department patrol cars while providing services under this Agreement. All equipment, uniforms, and insurance of such employees shall be the sole responsibility of the County. All deputies providing services under this Agreement shall 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 shall 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 shall indemnify and hold harmless 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 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:

District: Springwoods Municipal Utility District  
c/o ECO Resources, Inc.  
9511 Ranch Road 620 N.  
Austin, Texas 78726

County: Williamson County Sheriff's Department  
508 South Rock  
Georgetown, Texas 78626

The foregoing addresses for notice may be changed by either the County or the District by delivering written notice of such change, in accordance with the requirements of this Section, to the other party.

Section 6. Term. The term of this agreement shall expire on November 30, 2002. The foregoing notwithstanding, either party may terminate this agreement upon thirty (30) days' notice to the other party hereto.

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 hereto 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 hereof, and supersedes all prior understandings and agreements between the parties regarding such matters. This Agreement may not be modified or amended except by written agreement duly executed by the parties hereto.

c. Interpretation. The parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted pursuant to the Cooperation Act. All terms and provisions hereof are to be construed and interpreted consistently with such Act.

d. Invalid Provisions. Any clause, sentence, paragraph or article of this agreement which is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect shall not be deemed to impair, invalidate, or nullify the remainder of this Agreement.

e. Applicable Laws. This Agreement shall be construed in accordance with the laws and constitution of the State of Texas. All obligations hereunder are performable in Williamson County, Texas, and venue for any action arising hereunder shall be in Williamson County, Texas.

Executed on the date or dates indicated below, to be effective December 1, 2001.

Date: November 13, 2001



SPRINGWOODS MUNICIPAL UTILITY  
DISTRICT

By: James Buchanan  
James Buchanan, Vice President  
Board of Directors

Jim Sagnes  
Jim Sagnes, Secretary  
Board of Directors

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

WILLIAMSON COUNTY, TEXAS

By: John C. Doerfler 12-18-01  
John C. Doerfler, County Judge

**AGENDA ITEM 18**

Consider approving interlocal agreement with Brushy Creek MUD for security patrols.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To approve an interlocal agreement with Brushy Creek MUD for security patrols.

Vote: 3 - 0 with Commissioner Heiligenstein absent from the dais.

< 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 Brushy Creek Municipal Utility District to set forth the terms and conditions under which the County will provide additional security patrols by the Williamson County Sheriff's Department 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 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 during high-risk periods and when requested by the District for special events, up to 180 hours per month. The time blocks and the number of patrols for high risk periods shall be determined by the Department and the Department shall notify the General Manager of the District of the schedule. For special events, the District and County shall coordinate so as to ensure that adequate notice is given to the County in advance of the event to schedule the patrol services. 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 by the District properties to be agreed upon by the County and the District's General Manager, including the District park properties, community center and the District's administrative office, during each patrol. During the walk-through, the deputy will monitor the facilities located in the parks for vandalism. A written report stating the date and time of each patrol and any incidents