

**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

or other activities observed will be submitted monthly. 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 \$4500 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 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 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. Contacts. The District and County agree provide to each other a contact person and telephone number to allow for and facilitate communication between the two entities regarding the patrol services to be rendered hereunder.

Section 6. Notices. 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: Brushy Creek Municipal Utility District  
901 Great Oaks Drive  
Round Rock, Texas 78681

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 three years from the date of execution, set forth below, unless sooner terminated by either party by giving written notice to the other party of 60 days. Provided, however, this agreement may be extended by the 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 \_\_\_\_\_,

BRUSHY CREEK MUNICIPAL UTILITY  
DISTRICT

By: \_\_\_\_\_  
President

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

ATTEST:

\_\_\_\_\_  
Secretary

WILLIAMSON COUNTY, TEXAS

By: John C. Daylen  
County Judge

Date: 12-18-01

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10/17/2001 - 22157-1

**AGENDA ITEM 19**

Consider and take any action to approve a draft Preliminary Official Statement in connection with the proposed issuance of Avery Ranch Road District Unlimited Tax Bonds, Series 2002.

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To approve a draft Preliminary Official Statement in connection with the proposed issuance of Avery Ranch Road District Unlimited Tax Bonds, Series 2002.

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

< Attachment >

*Approved 12-18-01  
John C. Doerfler*

**PRELIMINARY OFFICIAL STATEMENT**

Dated January 10, 2002

Non-Rated

**NEW ISSUE - Book-Entry-Only**

Delivery of the Bonds is subject to the opinion of Bond Counsel to the effect that interest on the Bonds will be excludable from gross income for federal income tax purposes under statutes, regulations, published rulings and court decisions existing on the date thereof, subject to the matters described under "TAX MATTERS" herein including the alternative minimum tax on corporations. SEE "TAX MATTERS - Qualified Tax-Exempt Obligations for Financial Institutions".

**THE DISTRICT HAS DESIGNATED THE BONDS AS**  
**"QUALIFIED TAX-EXEMPT OBLIGATIONS" FOR FINANCIAL INSTITUTIONS**

**\$6,425,000\***

**AVERY RANCH ROAD DISTRICT NO. 1**

*(A political subdivision of the State of Texas located within Williamson County)*

**UNLIMITED TAX BONDS, SERIES 2002**

The bonds described above (the "Bonds") are special limited obligations of Avery Ranch Road District No. 1 (the "District") secured solely by ad valorem taxes levied on property within the District and are not obligations of the State of Texas, Williamson County, the Cities of Austin, Cedar Park, or Round Rock, Texas or any entity other than the District.

Dated: February 15, 2002

Due: August 15, as shown on the inside cover

The \$6,425,000\* Avery Ranch Road District No. 1, Unlimited Tax Bonds, Series 2002 (the "Bonds") will be issued in fully registered form in denominations of \$5,000 or any integral multiple thereof. Interest on the Bonds will accrue from February 15, 2002, and will be payable on August 15, 2002 and on each February 15 and August 15 thereafter ("Interest Payment Date"), until maturity or prior redemption and will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

The Avery Ranch Road District No. 1 (the "District") intends to utilize the Book-Entry-Only System of The Depository Trust Company ("DTC"), but reserves the right on its behalf or on behalf of DTC to discontinue such system. Beneficial ownership of the Bonds may be acquired in denominations of \$5,000 or integral multiples thereof. No physical delivery of the Bonds will be made to the beneficial owners thereof. Principal of, premium, if any, and interest on the Bonds will be payable by the Paying Agent/Registrar to Cede & Co., as the nominee of DTC, which will make distribution of the amounts so paid to participating members of DTC for subsequent payment to the beneficial owners of the Bonds (see "THE BONDS - Book-Entry-Only System" herein). The initial Paying Agent/Registrar is JPMorgan Chase & Co.

**MATURITY SCHEDULE**  
See Inside Cover Page

The Bonds, when issued, will constitute valid and legally binding special limited obligations of the District and will be payable from the proceeds of an annual ad valorem tax, without legal limitation as to rate or amount, levied against all taxable property within the District. THE BONDS ARE SUBJECT TO SPECIAL INVESTMENT CONSIDERATIONS DESCRIBED HEREIN. See "INVESTMENT CONSIDERATIONS".

The Bonds are offered, when, as and if issued by the District and accepted by the Underwriter, subject, among other things, to the approval of the initial Bonds by the Attorney General of the State of Texas and the approval of certain legal matters by McCall, Parkhurst & Horton L.L.P., Bond Counsel, Austin, Texas. Certain legal matters will be passed upon for the Underwriter by its counsel, Andrews & Kurth L.L.P., Austin, Texas. Delivery of the Bonds is expected through the facilities of DTC on or about February 28, 2002.

**MORGAN KEEGAN & CO., INC.**

\*Preliminary, subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.