

**AGENDA ITEM 30**

Approve an interlocal agreement between Williamson County and the City of Liberty Hill regarding Sheriff's Department patrol.

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To approve an interlocal agreement between Williamson County and the City of Liberty Hill regarding Sheriff's Department patrol, contingent on approval of the agreement by the Sheriff and the County Attorney.

Vote: **3 - 0**

< Attachment >

**INTERLOCAL AGREEMENT FOR  
POLICE PROTECTION**

**STATE OF TEXAS**

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§

**COUNTY OF WILLIAMSON**

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**THIS INTERLOCAL COOPERATION AGREEMENT** is entered into by and between the City of Liberty Hill, Texas, a Texas Municipal Corporation ("City") acting by and through its Mayor, pursuant to City Council authority at a regularly scheduled City Council meeting on the 14th day of January, 2002, and Williamson County, Texas, a political subdivision of the State ("County"), acting by and through its County Judge pursuant to Commissioners Court authority at a regularly scheduled Commissioners Court meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, to set forth the terms and conditions under which the County will provide police protection and enforcement of City's ordinances within the City.

**WITNESSETH:**

**WHEREAS**, City of Liberty Hill is a Type-B general law municipality and a political subdivision of the State of Texas situated within Williamson County; and

**WHEREAS**, the County provides, through its Sheriff's Department, law enforcement services within the geographic area encompassed by the County; and

**WHEREAS**, the City desires to provide its citizens with police protection and enforcement of its ordinances; and

**WHEREAS**, the City and the County are empowered under Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act ("Act"), to contract with each other for the performance of governmental functions, namely police protection; and

**WHEREAS**, this Agreement will increase the efficiency and effectiveness of the City and County; and

**WHEREAS**, this Agreement will mutually benefit the parties, and serve to protect the public interest and the public health, safety, and welfare.

**NOW, THEREFORE**, for and in consideration of the mutual promises and obligations hereinafter undertaken, and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Definition of Police Protection.** As used in this Agreement, the term "police protection" refers to the law enforcement services provided, pursuant to this Agreement, by the Williamson County Sheriff's Department for the City whereby the Sheriff's Department will provide the following:

**RECORDERS MEMORANDUM**

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clearly legible for satisfactory recordation.

- (a) Enforcement of state, federal, county, or City laws, statutes, regulations, or ordinances;
  - (b) Respond to calls for service from any City resident who suspects a violation and who notifies the Williamson County Sheriff's Department of the suspected violation by calling the Sheriff's Department or an authorized emergency number;
  - (c) Intervene and investigate apparent on-sight violations of any state, federal, county, or local laws, including City ordinances, without necessitating a request by City residents;
  - (d) Engage in all law enforcement actions arising from the enforcement of any statute, law, regulation, or ordinance including investigations, follow-ups, and the filing of affidavits or complaints;
  - (e) Provide for the participation of the Sheriff's Department personnel in subsequent legal proceedings resulting from the police protection services specified in this Agreement, including appearance at the City's Municipal Court;
  - (f) Provide traffic control;
  - (g) Provide neighborhood patrol;
  - (h) Make available Williamson County jail facilities in compliance with paragraph 10 of this Agreement; and
  - (i) Any other service necessary in order to ensure protection of the residents of the City.
2. Police Protection Services. The County agrees to provide up to 80 hours per month of police protection in the City at random periods, seven days per week. The periods during which police protection is provided and the total hours of the patrols may be changed by the City by delivering written notice to the County. During the time the County is providing police protection pursuant to this Agreement, the law enforcement officer providing the service must stay within the municipal limits of the City. 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 City on a monthly basis, by the last day of the month for the preceding monthly period.
- This Agreement will in no way relieve the County of its obligation to provide routine police protection services and patrol services within the City on the same basis as these services are provided to other areas within the County. The police protection services provided under this Agreement are in addition to, and not in lieu of, these routine police protection services and patrol services.
3. City Ordinances. All existing City ordinances and any future ordinances which require enforcement are hereby incorporated by reference into this Agreement.

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4. Authority to Enforce City Ordinances. In enforcing the City's ordinances, the Williamson County Sheriff's Department law enforcement officers shall exercise all the law enforcement powers and shall perform all the law enforcement duties necessary to enforce the City's ordinances. The Williamson County Sheriff's Department law enforcement officers shall be obligated to enforce only those City ordinances that would normally relate directly to law enforcement activities by a Sheriff's deputy, for example, traffic violations, disorderly conduct, or noise violations.
5. Acting on City's Behalf. The City agrees to provide whatever ordinances may be necessary to give the same powers, rights, and privileges to the County law enforcement officers as though such law enforcement officers were acting for the City.
6. Forms. The County shall provide the necessary forms and documents involved in the performance of the police function. Such forms and documents include the forms and documents necessary to write citations and police reports.
7. Equipment. In providing any services under this Agreement, the County will provide the equipment and personnel necessary to effectuate the intent of this Agreement.
8. Compensation. For the police protection services provided by the County, the City agrees to pay from current revenues the sum of twenty-five dollars per hour (\$25.00/hour). The County authorizes and directs the City to pay all sums due and payable hereunder directly to the law enforcement officer(s) providing police protection services to the City. The County shall prepare and issue to each Williamson County Sheriff's Department law enforcement officer a time sheet indicating: (a) the total hours of police protection services rendered by the law enforcement officer(s); and (b) the County's approval of the services, and forward these time sheets to the City for payment on a monthly basis. The total amount payable by the City may not exceed \$2,000.00 per month unless otherwise agreed to in writing by the City. The City, in paying for the governmental services provided under this Agreement, will make payments out of current revenues available to the City. The City agrees to issue IRS Form 1099 to each Williamson County Sheriff's Department law enforcement officer providing services, setting forth the total sum paid to the Williamson County Sheriff's Department law enforcement officer for each calendar year in which services are performed.
9. Performance of Police Protection Services. Police protection provided to the City under this Agreement will be provided by law enforcement officers employed by the Williamson County Sheriff's Department and the law enforcement officers will remain under the control and supervision of the County at all times. The law enforcement officers providing services under this Agreement will perform duties in the same manner as if providing police protection services within the City 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 law enforcement officer; however, the direct hourly compensation to be paid to the law enforcement officer will be paid as provided in Section 8. Law enforcement officers must wear their Williamson County Sheriff's Department uniforms and utilize the Department's equipment while providing police protection services under this Agreement. All equipment, including patrol vehicles, as

well as all uniforms and insurance for the law enforcement officers providing the patrol services will be the sole responsibility of the County. All law enforcement officers providing services must be acting in the course and scope of their employment by the County at all times while engaged in the performance of the police protection services contemplated hereunder.

10. Detention Facilities. The County agrees to provide detention facilities for persons arrested in the City for violating any criminal offense, excluding violations of City ordinances or Class C misdemeanors filed through the City's municipal court, at no cost.
11. Indemnification. To the extent permitted by law, the County shall **FULLY INDEMNIFY and HOLD HARMLESS**, the City and the elected officials, employees, officers, directors, and representatives of the City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon the City, directly or indirectly arising out of, resulting from or related to County's negligent activities under this Agreement, including any acts or omissions of County, any agent, deputy, officer, director, representative, employee, consultant or subcontractor of County, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this Agreement to the proportion such negligence contributes to the damages, injury, or loss, all without, however, waiving any governmental immunity available to the City or County under Texas Law and without waiving any defenses of the parties under Texas Law. To the extent permitted by law, the City shall **FULLY INDEMNIFY and HOLD HARMLESS**, the County and the elected officials, employees, officers, directors, and representatives of the County, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon the County, directly or indirectly arising out of, resulting from or related to City's negligent activities under this Agreement, including any acts or omissions of City, any agent, deputy, officer, director, representative, employee, consultant or subcontractor of City, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this Agreement to the proportion such negligence contributes to the damages, injury, or loss, all without, however, waiving any governmental immunity available to the City or County under Texas Law and without waiving any defenses of the parties under Texas Law.
12. Notice. Any notice given hereunder must be in writing, and may be effective by personal delivery, or by certified mail, return receipt requested, at the address of the respective parties indicated below:

**CITY**

Mayor  
The City of Liberty Hill  
P.O. Box 1920  
Liberty Hill, Texas 78642

**COUNTY**

Sheriff  
Williamson County Sheriff's Department  
508 S. 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.

13. Term. This Agreement shall expire on September 30, 2002, unless sooner terminated by either party after giving 60 days written notice to the other party. Unless earlier terminated by either party, this Agreement shall be automatically renewed annually through September 30, 2004. This Agreement may be extended after the initial term described above by mutual consent of the parties.
14. Current Revenues. The City shall pay for services rendered by the County pursuant to this Agreement from current revenues.
15. Renewal. The renewal of this Agreement shall be contingent upon the availability of current revenue funds and annual budget allocations and appropriations by the parties.
16. Mutual Cooperation. The City and County agree to cooperate with each other, in good faith, at all times during the term hereof in order to effectuate the purpose and intent of this Agreement.
17. Authority to Contract. Each party acknowledges and represents that this Agreement has been duly authorized by their respective governing body.
18. No Partnership. Nothing contained herein shall be deemed or construed by the parties hereto or by any third party, as creating the relationship of employer-employee, principal-agent, partners, joint ventures, or any other similar such relationships, between the parties hereto.
19. Entire Agreement; Amendments. This Agreement contains the entire Agreement of 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.
20. Interpretation. This Agreement has been entered into and under the authority granted under the Act. All terms and provisions are to be construed and interpreted consistently with that Act.

**RECORDERS MEMORANDUM**

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21. Severability. Any provisions or clauses 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.
22. Waiver. The waiver by either party of a breach of this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision.
23. 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.
24. Captions. Titles and headings of Sections hereof have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent.
25. Counterparts. This Agreement shall be executed in duplicate originals and all shall constitute but one and the same instrument.

IN WITNESS OF WHICH this Agreement has been executed on this the \_\_\_\_ day of \_\_\_\_\_, 2001.

CITY OF LIBERTY HILL,  
a Texas Municipal Corporation

WILLIAMSON COUNTY, TEXAS,  
a political subdivision of Texas

BY: Bob McEachern  
Bob McEachern, Mayor

BY: John C. Doerfler 1-22-02  
John C. Doerfler, County Judge

ATTEST:

Grace Malloch  
City Secretary

ATTEST:

John A. Maspero, Sheriff

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clearly legible for satisfactory recordation.

**AGENDA ITEM 31**

Consider approving variance for location of a water well on Lot 12 in High River Ranch.

Moved: **Commissioner Hays**

Seconded: **Commissioner Limmer**

Motion: To approve a variance for the location of a water well on Lot 12, High River Ranch.

Vote: **3 - 0**

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