

AGENDA ITEM 24

Consider authorizing advertising and setting date to receive bids for Lake Creek - Tributary 2.

Moved: **Judge Doerfler**

Seconded: **Commissioner Hays**

Motion: To authorize advertising and to set the date to receive bids for the Lake Creek Tributary 2 for October 23, 2002 at 2:00 p.m. in the Commissioners' Courtroom.

Vote: **5 - 0**

AGENDA ITEM 25

Consider authorizing advertising and setting date to receive bids for Sheriff's Office contract towing for the southeast area 1.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Hays**

Motion: To authorize advertising and to set the date to receive bids for the Sheriff's Office contract towing for the Southeast Area 1 for October 23, 2002 at 3:00 p.m. in the Commissioners' Courtroom.

Vote: **5 - 0**

AGENDA ITEM 26

Consider authorizing emergency purchases for property repairs as a result of recent hailstorm damage.

Bob Space addressed the court concerning the need for emergency repairs to the roofs of the Courthouse and the Justice Center.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Hays**

Motion: To authorize emergency purchases for property repairs needed as a result of recent hailstorm damage.

Vote: **5 - 0**

AGENDA ITEM 27

Consider approving interlocal agreement with the City of Taylor pertaining to Firing Range.

Sheriff Maspero addressed the court concerning the proposed agreement, which includes a \$45,000 payment from the City of Taylor for the firing range. He stated that the City of Taylor has requested to pay its portion in installments.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Hays**

Motion: To approve an interlocal agreement with the City of Taylor pertaining to the Firing Range.

Vote: **5 - 0**

< Attachment >

WILLIAMSON COUNTY LAW ENFORCEMENT
FIRING RANGE INTERLOCAL AGREEMENT

THIS CONTRACT AND INTERLOCAL AGREEMENT is made and entered into effective this 25 day of September 2002, by and between WILLIAMSON COUNTY (the "County"), and CITY OF Taylor (the "Participating Entity").

WITNESSETH:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act provides that any one or more public agencies may contract with each other for the performance of governmental functions and for 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, each of the parties hereto requires training for firearms use, and any other appropriate law enforcement or public safety training, so as 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 utilize said 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 other signer of this Agreement.
3. Project shall mean the proposed firearm range and related improvements. ("Project")

II.

CONSTRUCTION COSTS

1. The Participating Entity's share of the costs for construction of the Project are as shown on Exhibit "A", 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 the consideration as stated above to the County ~~*within two (2) months of the signing of the Agreement~~. If there are additional construction costs over and above these listed in Exhibit "A", the Participating Entity is not obligated to remit additional consideration, unless approved by official action of the Participating Entity.

*in amounts approved by the Participating Entity, which shall be \$5,000.00 or more to The County on or before October 1 annually until the Participating Entity's share of costs for cost of the project is paid.

III.

ANNUAL OPERATION AND MAINTENANCE

1. The annual operation, management and maintenance costs of the Project shall be the sole responsibility of the County.
2. The County agrees to reserve all of the real property described in Exhibit "B", attached hereto and incorporated herein, for the Project, and other related public safety purposes.
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 participate an expanded activity, it will not be entitled to utilize the expanded activity.

IV.

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.
 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 referenced above. Additionally, the Range Committee shall address all issues regarding scheduling and expansion of Project to include other public safety related activities.
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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.

V.

INDEMNITY

1. Participating Entity will indemnify and save harmless the County, its officers, agents, servants, and employees for and against any and all suits, actions, legal proceedings, claims, demands, costs, expenses, and attorney fees, arising out of a willful or negligent act or omission of the Participating Entity, its officers, agents, servants, and employees arising out of utilization of the Project by the Participating Entity, its officers, agents, servants, and employees.

VI.

DURATION

1. This Agreement shall be effective on the 25 day of September 2002, and shall continue for fifty (50) years, unless terminated by written agreement of both parties.
 2. The County reserves the right to cease operations of the Project at any time. 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 term. If the Range is not open for firearms training within 18 months after the signing of this Agreement, the Participating Entity reserves the right to terminate this Agreement and be reimbursed all construction costs paid pursuant to this Agreement.
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VII.

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.
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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.

VIII.

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 will immediately rectify the offending portions of this Agreement. 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:** This Agreement may be amended by unanimous vote of the Agency's Board if said proposed Amendment is ratified and approved by the governing body of each Party.
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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
Williamson County Sheriff's Office
508 S. Rock
Georgetown, Texas 78626

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.

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.

IX.
NONAPPROPRIATIONS

1. Each party to this Agreement paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party in compliance with the Local Government Code Section 271.903.
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IN WITNESS WHEREOF, the Parties hereto have set their hands the day and year first above written.

WILLIAMSON COUNTY
COMMISSIONERS' COURT:

By: John C. Daifler 10-1-02
County Judge
Williamson County, Texas

ATTEST:

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

CITY OF TAYLOR
By: Jeff M. Boz
Mayor

ATTEST:
By: Barbara S. Boz
City Secretary

EXHIBIT A

Agency	# of Officers	Cost Per Officer	Contribution
Williamson County Sheriff's Office	178	\$1500	(1)
Round Rock Police Department	94	\$1500	\$141,000
Georgetown Police Department	50	\$1500	\$75,000
Cedar Park Police Department	44	\$1500	\$66,000
Taylor Police Department	30	\$1500	\$45,000
Austin Police Department	20	\$1500	\$30,000
Hutto Police Department	10	\$1500	\$15,000

(1) The contribution of the Williamson County Sheriff's Office will be in-kind in the form of land as described in Exhibit **B**

AGENDA ITEM 28

Discuss and consider continued participation in State Travel Management Program.

Jane Tableriou stated that there have only been two inquiries from County departments regarding the State Travel Management Program during the last year. Commissioner Heiligenstein stated that his office was told that the agreement had not been signed yet, a year after the agreement had been arranged.

Bob Space agreed to contact the State Travel Management Program to determine the County's status on the agreement, and will report back to the Court next week.

No action was taken on this agenda item, which will be added to the October 8, 2002 agenda.

AGENDA ITEM 29

Consider approving a contract between the County Clerk's office and the State Library for conversion of images on CD to microfilm for backup/disaster recovery/archival purposes for Official Public Records.

County Clerk Nancy Rister explained that microfilm has a longer life than CDs, and that it would be stored off-site for an emergency backup.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To approve a contract between the County Clerk's office and the Texas State Library for conversion of images on CD to microfilm for backup/disaster recovery/archival purposes for Official Public Records.

Vote: **5 - 0**

< Attachment >