

AGENDA ITEM 36

Discuss and take appropriate action concerning park issues related to water, turf management contract and Karst areas.

Commissioner Boatright discussed contracting out turf management and irrigation for the Williamson County Regional Park. He said that he will discuss the issue further with Bob Space in Purchasing, Jim Rodgers, the new Parks Director, and Paul Linehan to develop a bid proposal.

No action was taken on this agenda item.

AGENDA ITEM 37

Consider approving an interlocal agreement between Fern Bluff MUD and Williamson County Constable Precinct #1 for security patrols.

Moved: **Commissioner Hays**

Seconded: **Commissioner Boatright**

Motion: To approve an interlocal agreement between Fern Bluff MUD and Williamson County Constable Precinct #1 for security patrols, *subject to approval of the agreement by the County Attorney.*

Vote: 4 - 0

< Attachment >

ORIGINAL

INTERLOCAL AGREEMENT FOR SECURITY PATROLS

THE STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

This Interlocal Agreement for Security Patrols ("Agreement") is entered into by and between **Williamson County, Texas** (the "County") and **Fern Bluff Municipal Utility District** (the "District"), to set forth the terms and conditions under which the County will provide additional security patrols by the Precinct One Williamson County Constable's Office (hereafter referred to as the "Department") of the property within the District.

RECITALS

WHEREAS, the District is a political subdivision of the State of Texas with all of its area located within the County; and

WHEREAS, the County is a political subdivision of the State which provides, through the Department, Criminal and Civil 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, up to ONE HUNDRED (100) HOURS per month. The time blocks and the number of patrols shall be determined by the Department subject to approval by the District. Furthermore, the District

manager shall approve the patrol schedule submitted by the Department. The Department and the District may amend the number of hours by the mutual written consent of the Department services for the District. The off duty Deputy Constable, while in the employ of and providing the services for the District, must at a minimum, drive through the parking lot for each Fern Bluff MUD Park at least twice during each shift of patrol walk through the park providing foot patrol services at least twice each shift of patrol thereby providing specific patrol service at the park location a minimum of four times per shift of patrol. During the foot patrol walk-through, the Deputy Constable will monitor the facilities located in the Parks for vandalism and criminal mischief damage. A written report stating the date and time of each patrol and any incidents or other suspicious activities observed will be submitted MONTHLY, due on the first of the month. This agreement will afford the District dedicated service to the area of patrol described as Fern Bluff Municipal Utility District, with an exception in that this agreement in no way will relieve the County of its obligation to respond to emergencies of such a nature to prevent the loss of life of any person or imminent serious bodily injury to any person. These services are in addition to routine services provided to the constituents of Precinct One, Williamson County, by the Department.

Section 2. Compensation. For the additional patrol service provided by the Department, the District agrees to pay, from current revenues, ONE and ONE-HALF times the normal hourly rate of that Deputy Constable providing patrol service. The County authorizes and directs the District to pay all sums due and payable hereunder, every two weeks, directly to the Deputy Constable providing additional patrol service to the District. The County will prepare and issue to each Deputy Constable a time sheet indicating: (a) the total hours of dedicated patrol service rendered by the Deputy Constable during the District's pay period regarding this specific service, 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 TWENTY-FIVE HUNDRED DOLLARS (\$2,500.00) 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 Constable providing services, setting forth the total sum paid to the Deputy Constable 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 Deputy Constable personnel employed by the Williamson County Constable's Office, and the Deputy Constables will remain under the control and supervision of the Constable, Precinct One, Williamson County at all times. The Deputy Constable personnel providing services under this agreement will perform duties in the same manner as if providing patrol services within the District in the absence of the agreement, and will remain County employees, entitled to the same benefits and subject to the same restrictions as any other Deputy Constable; however, the direct hourly compensation to be paid to the Deputy Constable will be paid as provided in Section 2. The Deputy Constable(s) providing service to the

District must wear the standard issue Williamson County Constable Office patrol service uniform along with standard police issue equipment and utilize marked Williamson County Constable Office patrol vehicles while providing services under this agreement. All equipment, uniforms, and insurance will be the sole responsibility of the County. All Deputy Constable personnel providing services will be acting in the course and scope of their official capacity as employed by the County at all times while engaged in the performance of the additional patrol services contemplated hereunder. In exchange for the mutual agreement that the Deputy Constable(s) providing service to the District may respond to other calls from Country, if needed, the County, waives its normal charge for their patrol car used by the Deputy Constable(s) while providing service to the District.

Section 4. Indemnity. The District will have no liability relating to any action taken by any Deputy Constable 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 Constable providing services under this agreement.

Section 5. Notice. 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: Fern Bluff Municipal Utility District
c/o ECO Resources, Inc.
9511 Ranch Road 620 North
Austin, Texas 78726-2908
ATTN: Gary Spoonts, General Manager

Department: Office of Constable Gary Griffin
Precinct One, Williamson County
211 Commerce Cove
Round Rock, Texas 78664
with copies to: County Judge John Doerfler
710 S. Austin Ave.

Georgetown, Texas 78626 and
County Attorney Eugene D.Taylor
405 M.L. K., Box 7
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 6. Term. The term of this agreement will expire on September 30, 2003, unless sooner terminated by either party by giving written notice to the other party. Provided however, this agreement may be extended by the mutual agreement of the parties.

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 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 date(s) indicated below, to be effective on or about the 1 day of Dec, 2002.

Date signed: Nov. 26, 2002

**FERN BLUFF MUNICIPAL UTILITY
DISTRICT**

By: Jean I. Cochran
Jean I. Cochran, President
Board of Directors

ATTEST:

Terry Thompson
Terry Thompson, Asst
~~Glen R. Luepoltz~~, Secretary

Board of Directors

Date signed: Nov. 26, 2002

COUNTY OF WILLIAMSON

State of Texas

By: John C. Dyer 11-19-02
Name: John C. Dyer
Title: County Judge

COMMISSIONERS' COURT ADJOURNED TO EXECUTIVE SESSION AT 11:37 A.M. ON TUESDAY, NOVEMBER 19, 2002.

AGENDA ITEM 38

Discuss real estate (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)

No action was taken in Executive Session.

COMMISSIONERS' COURT RECONVENED FROM EXECUTIVE SESSION AT 11:48 A.M. ON TUESDAY, NOVEMBER 19, 2002.

AGENDA ITEM 39

Discuss and take appropriate action on real estate.

Moved: **Judge Doerfler**

Seconded: **Commissioner Hays**

Motion: To authorize Charlie Crossfield to continue negotiation on a parcel of property on Parmer Lane.

Vote: 4 - 0

AGENDA ITEM 40

Comments from commissioners.

Commissioner Boatright stated that the court needs to consider alternate uses of the 35 acres on Brushy Creek Road, considering comments from the public this morning. **Commissioner Hays** agreed. He noted that an amphitheater was not among the top ten projects on the survey of county residents that was taken last year.

Commissioner Limmer inquired about how much of the budget for the Williamson County Regional Park would come from usage fees. **Commissioner Boatright** stated that it may be above 40 percent, and reminded the court that some of the costs in the budget are one-time capital costs.

COMMISSIONERS' COURT ADJOURNED AT 11:50 A.M. ON TUESDAY, NOVEMBER 19, 2002.

THE FOREGOING MINUTES recorded on Minutes Pages 1 through 186, inclusive had at a Special Session of Commissioners' Court of Williamson County, Texas, having been read are hereby approved this 26th day of November, 2002.



John C. Doerfler, County Judge

ATTEST: Nancy E. Rister, Clerk County Court & Ex-officio Clerk,
Commissioners' Court, Williamson County, Texas

By: 

Deputy Clerk