

**AGENDA ITEM 30**

Discuss and take appropriate action on road bond program.

No action was taken on this agenda item.

**AGENDA ITEM 31**

Discuss and take appropriate action on jail/courthouse annex expansion.

Ed Lee gave an update on the expansion project.

No action was taken on this agenda item.

**AGENDA ITEM 32**

Discuss and take appropriate action on the park advisory committee.

No action was taken on this agenda item.

**AGENDA ITEM 33**

Consider approving an interlocal agreement between MUD #10 (Teravista) and Williamson County Constable Pct. #1 for security patrols.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Hays**

Motion: To approve an interlocal agreement between MUD #10 (Teravista) and Williamson County Constable Pct. #1 for security patrols.

Vote: **5 - 0**

< Attachment >

ORIGINAL

**INTERLOCAL AGREEMENT FOR SECURITY PATROLS**

THE STATE OF TEXAS                   §

§

COUNTY OF WILLIAMSON           §

This Interlocal Agreement for Additional Security Patrols ("Agreement") is entered into by and between **Williamson County, Texas** (the "County") and **Williamson County Municipal Utility District No. 10** (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 Precinct One and Precinct Four of 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 and its residents are entitled to receive routine patrols and law enforcement services from the Williamson County Sheriff's Department; and

WHEREAS, the District desires to obtain security patrols within the District in addition to the routine patrols provided by the Williamson County Sheriff's 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, 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, additional 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 TWO HUNDRED AND FORTY (240) HOURS per month. The Department, subject to approval by the District, shall determine the time blocks and the number of patrols. Furthermore, the District shall approve the patrol schedule submitted by the Department. The Department and the District may amend the number of hours, time blocks, and the number of patrols by the mutual written consent of the Department and the District. The off-duty Deputy Constable, while in the employ of and providing the services for the District, must routinely patrol all the paved streets within the District (Teravista) and at a minimum, drive through the parking lot of the Teravista Recreation Center, the Teravista Information Center, the Teravista Golf Club, and the Teravista Golf Maintenance Facility two times during each shift. In addition, at least twice during each shift of patrol, the Deputy Constable must walk through the grounds of the Teravista Recreation Center, the Teravista Information Center, the Teravista Golf Club, and any parks within the District, thereby providing foot patrol services at least twice each shift of patrol and resulting in the minimum provision of specific patrol service at these specific locations 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 grounds for vandalism and criminal mischief damage. A daily log in a form approved by the District shall be submitted with each invoice for additional patrol services. A written report stating the date and time of any incidents or other suspicious activities observed will be submitted to the District within twenty-four (24) hours of the incident or observation. This Agreement will afford the District dedicated service to the area of patrol described as Teravista, 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 and Precinct Four, Williamson County, by the Department and the Williamson County Sheriff's Department.

**Section 2. Compensation.** For the additional patrol service provided by the Department, the District agrees to pay, from current revenues, to each Deputy Constable providing patrol service an hourly rate of twenty-five dollars (\$25.00). 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 an Invoice to the District accompanied by 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 this information to the District for payment. The total amount payable by the District must not exceed Six Thousand DOLLARS (\$6,000.00) 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, and the Deputy may respond to other calls from the County, if needed, the County, waives its normal charge for their patrol car used by the Deputy Constable(s) while providing service to the District.

The District shall secure and pay for "Peace Officer Bonds" for each Deputy Constable providing additional patrols 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:	Williamson County Municipal Utility District No. 10 C/o Newland Communities, L.L.C. P.O. Box 1268 Round Rock, Texas 78680 ATTN: Jim Powell
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Department: Office of Constable Gary Griffin  
Precinct One, Williamson County  
211 Commerce Cove  
Round Rock, Texas 78664

With copy 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

Either party may change these addresses for notice 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 two (2) years from the last date of execution hereto, unless sooner terminated by either party by giving sixty (60) days 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 their respective governing body has duly authorized this Agreement.

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 the last date of execution below.

Date signed: 12/17/02

**Williamson County Municipal Utility  
District No. 10**

By: Lisa R. Foster

Name: Lisa Foster

Title: Vice President

ATTEST:

By: Helen Wright

Name: Helen Wright

Title: Secretary

Date signed: 12/19/2002

**COUNTY OF WILLIAMSON**

**State of Texas**

By: John C. Doerfler 12-17-02

Name: John C. Doerfler

Title: Williamson County Judge

**AGENDA ITEM 34**

Hear update from Paul Linehan on Williamson County Parks.

Paul Linehan gave an update on the Williamson County Regional Park. He said that he expects the current phase to be completed by mid-February.

**AGENDA ITEM 35**

Consider approving proposal for revising the Master Plan for potential karst recovery and mitigation land.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To approve the proposal from Land Strategies, Inc. to revise the Master Plan for the Williamson County Regional Park for potential karst recovery and mitigation land, to be paid out of Precinct 1 parks funds in the amount of approximately \$32,500.

Vote: **5 - 0**

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