

AGENDA ITEM 21

Discuss and take appropriate action on road bond program.

Mike Weaver addressed the court on the status of the road bond program.

Charlie Crossfield addressed the court, stating that the right of way for Highway 45 has been acquired west of Interstate Highway 35, but that more land needs to be purchased for the right of way for Highway 45 east of IH 35.

No action was taken on this measure.

AGENDA ITEM 22

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

Ed Lee addressed the court regarding interior and exterior work being done on the expansion of the jail/courthouse annex expansion.

AGENDA ITEM 23

Consider approving Interlocal Agreement between the County and the City of Georgetown to share information on our respective law enforcement databases.

Jimmy Schade, from Williamson County Information Systems, addressed the court regarding information sharing among law enforcement databases.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To approve Interlocal Agreement between the County and the City of Georgetown to share information on our respective law enforcement databases.

Vote: **5 - 0**

< Attachment >

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into effective this ____ day of _____, 2003, by and between WILLIAMSON COUNTY, a political subdivision of the State of Texas (the "County") and the CITY OF GEORGETOWN, a Texas home-rule municipal corporation (the "City"), for purposes of enhancing law enforcement efforts through the sharing of information on computerized databases. The County and the City are referred to collectively herein as the "Parties," or individually as a "Party."

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 governmental functions and services, including police protection services; public health and welfare; records center services; administrative functions; and other governmental functions in which the contracting parties are mutually interested in order to provide a governmental function or service that each party to the contract is authorized to perform individually.

WHEREAS, Section 791.001 of the Government Code provides that the Parties are authorized to contract or agree to perform governmental functions and services to increase the efficiency and effectiveness of their respective local governments.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned parties agree as follows:

I.

TERMS AND CONDITIONS

1. Requirement to Obtain and Maintain Valid Software Licenses. Each Party shall obtain and maintain, for the life of this Agreement, valid licenses for the following computer software products: (a) The Software Group Judicial System – Sheriff's Package ("TSG"); and (b) Quenes Enforth Development, Inc. Computer Aided Dispatch System ("CAD"), which are specialized software packages that manage computerized information and data

related to law enforcement and criminal justice purposes only. Each Party shall be responsible for renewing the software licenses and for purchasing the most recent software upgrades and any necessary computer hardware as necessary at their own costs. In this regard, the current licensing agreement owned by the City does not require the County to pay a fee associated with maintaining the City's license; however, the County agrees that if such fees are imposed in the future, the County will pay the appropriate fees to the City if approved by the Williamson County Commissioners Court. If approved by the City of Georgetown, the City shall pay to the County the fee(s) associated with maintaining the licenses owned by the County.

2. Maintenance of the TSG Database. The County shall maintain the TSG database.
3. Maintenance of the CAD Database. The City shall maintain the CAD Database.
4. Establishment and Maintenance of a Virtual Private Network. The County and the City each agree maintain their respective Virtual Private Networks ("VPNs") through which the TSG and CAD can be accessed by the County and the City in accordance with the terms of this Agreement for law enforcement purposes only.
5. Authorized Accessors – County. Access to the TSG and the CAD through the VPN shall be by authorized persons only (as designated by the County) on an "as-needed" basis solely for the purposes of law enforcement and criminal justice. Access by unauthorized personnel or access for unauthorized purposes is prohibited.
6. Authorized Accessors – City. Access to the TSG and the CAD through the VPN shall be by authorized persons only (as designated by the City) on an "as-needed" basis solely for

the purposes of law enforcement and criminal justice. Access by unauthorized personnel or access for unauthorized purposes is prohibited.

7. Access Security: The City will maintain the CAD system and access security. The City will specify security rules with which the County must comply. The County will maintain the TSG system and access security. The County will specify security rules with which the City must comply.
8. Reliability of Data. The County represents and warrants that the reports, information and data on the TSG system are accurate records of such information maintained by the County to the best of its knowledge. The City represents and warrants that the reports, information and data on the CAD system are accurate records of such information maintained by the City to the best of its knowledge. However, neither Party represents or warrants that the underlying factual information in either the TSG or the CAD is true or correct.
9. Confidentiality. Nothing in the Agreement is intended to grant to the Parties any access to information, reports, and data that is not otherwise authorized by applicable state or federal law. The sharing of information, reports and data related to law enforcement activities under this Agreement shall be for law enforcement purposes only and for no other purposes. All information, reports, and data of any nature that are made available by each Party to the other by virtue of this Agreement, or the relationship created by this Agreement, will remain the sole possession and property of the Party who maintains the applicable TSG or CAD database (as described above) and may not be released except for the purposes established in this Agreement or as otherwise required by law. Each Party will maintain at all times proper measures to protect and maintain as confidential all

information provided to it through this Agreement. Any confidential disclosures that are made, or any confidential information that is shared by one Party under the terms of this Agreement is made in reliance on the other Party's compliance with the terms of this Agreement.

10. Term. The term of this Agreement shall be for one (1) year. The term shall automatically be extended for successive one-year periods if not terminated pursuant to Paragraph 11, below. This Agreement will terminate if funding is no longer available from current funds of either the County or the City.
11. Termination. Either Party may terminate this Agreement upon giving thirty (30) days written notice to the other Party.

II.

MISCELLANEOUS

12. 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 of Texas or the United States of America the remainder of the Agreement shall be in full force and effect.
13. 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 officers, employees or other agents to induce execution of this Agreement.

14. No Waiver of Immunities. Nothing in the Agreement shall be construed to waive any immunities from suit or liability enjoyed by the County, the City, their past or present officers, employees, or agents or employees.
15. Amendment or Modification. This Agreement may not be amended, modified, waived, or altered in any way except by an instrument in writing executed by the Parties hereto.
16. Notice. Except as otherwise specified herein, all notices and demands shall be in writing presented personally or sent by certified or registered mail, return receipt requested, to any Party at the following addresses:

To County:
County of Williamson
c/o Williamson County Attorney
405 Martin Luther King Drive, Box 7
Georgetown, Texas 78626

To City:
City of Georgetown
Attn: City Manager
P.O. Box 409
Georgetown, Texas 78627-0409

or to such other address as provided in writing by the receiving Party.

17. Place of Performance and Venue. This Agreement shall be performable in Williamson County, Texas, and any suit arising from this Agreement shall be brought in a court of competent jurisdiction in Williamson County, Texas.
18. Approval by Governing Bodies. This Agreement has been approved by the Governing bodies of the City and of Williamson County.

19. Payment from Current Revenues. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

EXECUTED TO BE EFFECTIVE this _____ day of _____, 2003.

WILLIAMSON COUNTY

By: John C. Doerfler 10-14-03
Printed Name: Honorable John C. Doerfler
Title: Williamson County Judge

ATTEST:

By: Nancy E. Ruter

CITY OF GEORGETOWN

By: Gary Nelon
Printed Name: Gary Nelon
Title: Mayor

ATTEST:

By: Sandra D. Lee
Sandra D. Lee, City Secretary
Shirley S. Rinn, Deputy

APPROVED AS TO FORM:

John C. Doerfler

Patricia E. Carls
Brown & Carls, LLP
City Attorney

AGENDA ITEM 24

Consider proclaiming October 18, 2003 as Austin Contractors and Engineers Association Day.

Discussion was made concerning the presentation of this proclamation at 6:00 P.M. on Saturday, October 18, 2003, in the Renaissance Hotel at the Arboretum in Austin; however, no specific person was named to make this presentation.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To proclaim October 18, 2003 as Austin Contractors and Engineers Association Day.

Vote: **5 - 0**

< Attachment >

Austin Contractors and Engineers Association Proclamation

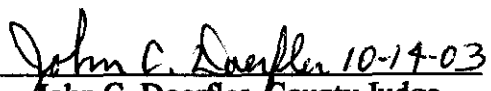
WHEREAS, the Austin Contractors and Engineers Association is celebrating its 20th anniversary this year and;

WHEREAS, to date the Association has 150 member firms and;

WHEREAS, the mission of the organization is to promote the business interests of local engineers who design our streets, roads, utilities and drainage facilities; the contractors who build them; and the businesses that provide the engineers and contractors with supplies, equipment and services and;

WHEREAS, on October 18, 2003, ACEA will be celebrating its anniversary with a banquet.

NOW, THEREFORE, BE IT PROCLAIMED that the Commissioners Court of Williamson County, recognizes and hereby proclaims October 18, 2003, as Austin Contractors and Engineers Day.


John C. Doerfler, County Judge

Attest:


Nancy E. Rister, County Clerk