

AGENDA ITEM 24

Consider approving an Interlocal Agreement between the City of Jarrell and Williamson County regarding Law Enforcement Services.

Moved: **Judge Doerfler**

Seconded: **Commissioner Hays**

Motion: To approve an Interlocal Agreement between the City of Jarrell and Williamson County regarding Law Enforcement Services.

Vote: **5 - 0**

< Attachment >

City of Jarrell
P.O. Box 383
Jarrell, Texas 76537

STATE OF TEXAS

COUNTY OF WILLIAMSON

CITY OF JARRELL

§ INTERLOCAL AGREEMENT
§ BETWEEN THE
§ CITY OF JARRELL, TEXAS
§ AND
§ WILLIAMSON COUNTY

**INTERLOCAL AGREEMENT REGARDING
LAW ENFORCEMENT SERVICES**

This Agreement is made and entered into by and between the CITY OF JARRELL, a General Law Municipal Corporation, ("CITY") and WILLIAMSON COUNTY ("COUNTY"), pursuant to the Interlocal Cooperation Act of the Texas Government Code.

WHEREAS, Section 791.011 of the Interlocal Cooperation Act, of the Texas Government Code, authorizes any local government to contract with one or more local governments to perform governmental functions and services in accordance with the Act;

WHEREAS, on MAY 21, 2003, the COUNTY through its Commissioner's Court authorized the use of its law enforcement personnel to perform law enforcement, ordinance enforcement and related activities for the CITY under the terms and conditions hereto; and

WHEREAS, on April 15, 2003, the CITY through its City Council enacted Resolution No. 2003-008 ("Resolution"), in which the CITY committed to work with the COUNTY for the purpose of the COUNTY's providing police protection, ordinance enforcement and related services to the CITY; and

WHEREAS, the CITY has the authority to contract for law enforcement services of the COUNTY by virtue of Section 791 of the Texas Local Government Code, and Section. 362.001, et seq, of the Texas Local Government Code; and

WHEREAS, the CITY and the COUNTY desire to enter into this Agreement to allow the COUNTY to permit its officers to perform police protection, ordinance enforcement, and related services within the incorporated CITY limits of the CITY.

NOW, THEREFORE, the CITY and the COUNTY agree as follows:

1. Definitions

A. "Law Enforcement Services" As used in this Agreement, the term "Law Enforcement Services" shall refer to the law enforcement services provided pursuant to this agreement and shall necessarily include enforcement of state laws, traffic and non-traffic, as well as enforcement of CITY ordinances, and related services. Without limiting the generality of the foregoing, such services shall necessarily include the following:

- (1) Enforcement of state, federal, COUNTY, CITY laws, statutes, regulations and Ordinances;**
- (2) Respond to service calls within the CITY during the dates and times agreed upon in the Separate Agreement, or as otherwise agreed from time to time;**
- (3) Intervening and investigating apparent on-sight violations of any state, federal, COUNTY or CITY law or laws, including CITY ordinances, without a request by CITY officials or residents;**
- (4) Engaging in all Law Enforcement Services arising from the enforcement of any statute, law, regulation or ordinance including investigations, reports, follow-ups, and the filing of affidavits or complaints; In regard to state law traffic violations located within the CITY limits, to file all Class C Misdemeanor cases through the Jarrell Municipal Court;**
- (5) Participation in legal proceedings resulting from charges filed in connection with Law Enforcement Services provided, including, but not limited to, the appearance of the County Personnel at the Municipal Court of the City of Jarrell.**
- (6) Provide traffic control;**
- (7) Provide neighborhood patrol;**
- (8) Make available jail facilities by the COUNTY to house prisoners arrested incident to the Law Enforcement Services provided hereunder; and**
- (9) Animal control; and**
- (10) Performance of any other services necessary in order to ensure the protection of the residents of the citizens of CITY.**

B. "County Personnel" As used in this Agreement, the term "County Personnel" shall refer to the certified peace officers employed by the County that are approved by the COUNTY and CITY to perform law enforcement services for the CITY hereunder.

- C. **"Separate Agreement"** As used in this Agreement, the term "**Separate Agreement**" shall refer to that separate written document between the approved County Personnel and the CITY for Law Enforcement Services.
- D. **"City Ordinances"** As used in this Agreement, the term "**City Ordinances**" shall refer to those ordinances now in force, and as amended from time to time, and and those subsequently enacted during the term of this Agreement.
- E. **"WCSO"** As used in this Agreement, the initials WCSO shall refer to the Williamson County Sheriff's Office

2. Agreement.

A. The CITY and the COUNTY agree that for the purposes of providing local law enforcement services within the CITY limits, that the COUNTY would permit its officers with WCSO to contract with the CITY for providing law enforcement, ordinance enforcement and related services.

B. The specific dates, times and compensation for such employment shall be evidenced by a Separate Agreement between the County Personnel and CITY, subject to the approval of the COUNTY or its authorized agency, WCSO.

C. This Agreement shall 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 such services are provided to other areas within the COUNTY. The Law Enforcement Services contracted for under the terms of this Agreement and the Separate Agreement are in addition to, and not in lieu of, these routine police protection services and patrol services.

D. Notwithstanding the Separate Agreement or any other agreement of the parties, the County Personnel providing Law Enforcement Services to the CITY shall remain under the control and supervision of the COUNTY at all times. Such County Personnel shall remain COUNTY employees, entitled to the same benefits and subject to the same restrictions as any other COUNTY law enforcement officials. Without limiting the generality of the foregoing, this paragraph shall be interpreted to mean that such County Personnel shall use COUNTY vehicles (WCSO), wear COUNTY uniforms with COUNTY equipment.

Provided, however, that in the event that the County Personnel is injured and/or property is damaged in the course of such County Personnel's employment and when such person is engaged solely in CITY Ordinance enforcement, then such County Personnel shall for purposes of that engagement would be considered a City employee.

E. In the event that during the term of duty as agreed to by the CITY and County Personnel, an emergency call is received requesting assistance outside of CITY limits, the CITY agrees to allow such County Personnel to leave the City limits to respond, but at no cost to the CITY. In consideration of the agreement in this paragraph, the COUNTY has agreed to waive all vehicle/car fees.

F. The COUNTY agrees to provide all uniforms, vehicles, weapons and all other equipment necessary for the performance of the County Personnel's Law Enforcement Services hereunder. The COUNTY also agrees to provide all necessary training and updates therefor for such County Personnel.

G. The CITY agrees to provide all necessary tickets, forms, and documents necessary for issuing tickets and providing reports. The COUNTY agrees to require County Personnel to use only CITY tickets when inside CITY limits.

H. The COUNTY further agrees to require the County Personnel to remain within the CITY limits during the duration of such person's shift, except for responding to emergency situations as herein provided. COUNTY shall also require each County Personnel serving a shift with the CITY to make a written report stating the time and place of each patrol shift which details all incidents, violations, and other activities, which written reports shall be submitted to CITY on a monthly basis, by the last day of the month for the preceding monthly period.

I. The County Personnel shall have the authority to enforce all CITY Ordinances by virtue of this Agreement with the CITY.

J. The COUNTY shall require County Personnel to provide Law Enforcement Services to the CITY under the Separate Agreement in the same manner as if providing police protection services within the CITY in absence of this Agreement.

3. INDEMNIFICATION.

A. To the extent allowed by Texas law, the COUNTY shall FULLY INDEMNIFY and HOLD HARMLESS the CITY, the CITY's elected officials, employees, officers, and representatives, individually and 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/or 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, County Personnel, 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 CITY or COUNTY under Texas Law, and without waiving any defenses of the parties under Texas Law.

B. To the extent allowed by Texas law, the CITY shall FULLY INDEMNIFY and HOLD HARMLESS the COUNTY, the COUNTY's elected officials, employees, officers, and representatives, individually and 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/or 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 CITY or COUNTY under Texas Law, and without waiving any defenses of the parties under Texas Law.

4. TERM and TERMINATION OF AGREEMENT

The term of this Agreement shall be for a period of two years. This Agreement shall terminate upon thirty days advanced notice by either party to the other party, unless terminated earlier by written agreement of the parties.

5. COMPLIANCE WITH LAWS

The parties shall observe and comply with all Federal, State, and City laws, rules, ordinances and regulations in any manner affecting the performance of all obligations undertaken by this Agreement, whether in force at the execution of this Agreement, or as hereinafter amended.

6. MISCELLANEOUS PROVISIONS

A. Severability: If any provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

B. Notice: Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, with postage and certified fees prepaid;

CITY:

City of Jarrell
Attn: Mayor
P.O. Box 828
Jarrell, Tx 76537

COUNTY:

Williamson County
Attn: _____
Georgetown, TX 78626

Notices shall be deemed to have been received on the date of receipt as shown on the return receipt

C. Entire Agreement: This Agreement, and any exhibits attached, is the complete and entire Agreement between the parties. Any modification or amendment shall not be effective unless signed in writing by both parties.

D. Authority: The persons signing this agreement represent to the other party hereto that they have the prior authority of their respective entity to execute this agreement on behalf of said entity, and that all steps necessary to secure approval of such entity in approving this agreement and authorizing the person signing the same on behalf of said entity have been performed.

E. Current Revenues. The renewal of this Agreement shall be contingent upon the availability of current revenue funds and annual budget allocations and appropriations by the parties.

SIGNED to be effective as of this 27 day of MAY, 2003

CITY OF JARRELL

WILLIAMSON COUNTY

BY: WE Cavalier
WAYNE CAVALIER, MAYOR

BY: John C. Doerfler 5-27-03
JOHN DOERFLER,
COUNTY JUDGE

ATTEST:

ATTEST:

BY: _____
CITY SECRETARY

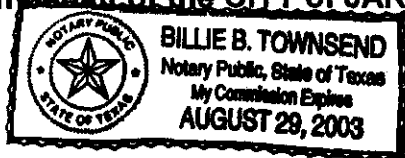
BY: Nancy E. Ruter

STATE OF TEXAS

COUNTY OF WILLIAMSON

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CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged before me on this the 9th day of May, 2003, by WAYNE CAVALIER, a person known to me, in his capacity as MAYOR on behalf of the CITY of JARRELL, Texas.



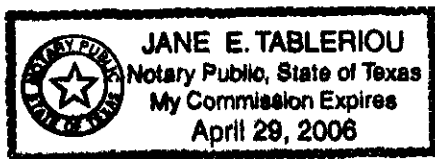
Billie B. Townsend
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF WILLIAMSON

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CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged before me on this the 27 day of MAY, 2003, by JOHN DOERFLER, a person known to me, in his capacity as COUNTY JUDGE on behalf of the WILLIAMSON COUNTY.



Jane E. Tableriou
Notary Public, State of Texas

AGENDA ITEM 25

Consider approving an Interlocal Agreement between Williamson County and Springwoods Municipal Utility District for security patrols.

Moved: **Commissioner Hays**

Seconded: **Judge Doerfler**

Motion: To approve an Interlocal Agreement between Williamson County and Springwoods Municipal Utility District for security patrols.

Vote: **5 - 0**

< Attachment >

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 **Springwoods 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 in consideration of 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 for the District for up to ONE HUNDRED (100) HOURS per month. The time blocks and the number of patrols shall be determined by the mutual agreement of the Department and the District. The Department will coordinate the patrol schedule with the District's Manager. The Department or the District may amend the number of patrol hours per month by the mutual written consent of the Department and the District. The District and the County contemplate that patrols will be scheduled as follows: