

**AGENDA ITEM 20**

Consider donating storage racks and shelving units from Inner Loop Annex to Down Home Ranch.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Limmer**

Motion: To donate storage racks and shelving units from Inner Loop Annex to Down Home Ranch.

Vote: **5 - 0**

**AGENDA ITEM 21**

Consider rescinding item #7 from the June 10, 2003 Agenda.

Moved: **Commissioner Hays**

Seconded: **Commissioner Boatright**

Motion: To rescind item #7 from the June 10, 2003 Agenda.

Vote: **5 - 0**

**AGENDA ITEM 22**

Discuss and take appropriate action on a proposal that all out of county mental health case billings be sent to Constable Gary Griffin for verification before payment.

Moved: **Judge Doerfler**

Seconded: **Commissioner Limmer**

Motion: To authorize the County Attorney to send a letter to all the State Hospitals stating that all out of county mental health case billings be sent to Constable Gary Griffin for verification before payment.

Vote: **4 – 0. Commissioner Boatright was absent from the dais.**

**AGENDA ITEM 23**

Consider approving an interlocal agreement for police protection between Williamson County Sheriffs Office and the City of Liberty Hill, Texas.

Moved: **Judge Doerfler**

Seconded: **Commissioner Heiligenstein**

Motion: To approve an interlocal agreement for police protection between Williamson County Sheriff's Office and the City of Liberty Hill, Texas, excluding: Page 2, item 1.A.9 Animal Control; and clarify on page 4, item 2.G. that the COUNTY agrees to require County personnel to use only CITY tickets when inside CITY limits when the County's personnel are working for the CITY.

Vote: **4 – 0. Commissioner Boatright was absent from the dais.**

< Attachment >

**INTERLOCAL AGREEMENT FOR  
POLICE PROTECTION**

**STATE OF TEXAS                   §**  
  **§**  
**COUNTY OF WILLIAMSON       §**

**THIS INTERLOCAL COOPERATION AGREEMENT** is entered into by and between the City of Liberty Hill, Texas, a Texas Municipal Corporation ("City") acting by and through its Mayor, pursuant to City Council authority at a regularly scheduled City Council meeting on the 29<sup>th</sup> day of May, 2003, and Williamson County, Texas, a political subdivision of the State ("County"), acting by and through its Sheriff pursuant to Commissioners Court authority at a regularly scheduled Commissioners Court meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, to set forth the terms and conditions under which the County will provide police protection and enforcement of City's ordinances within the City.

**WITNESSETH:**

**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 \_\_\_\_\_, 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 May 29, 2003, the City through its City Council approved the execution of this Agreement, 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 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 Liberty Hill 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 Liberty Hill;
  - (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;
  - (9.) Performance of any other services necessary in order to ensure the protection of the residents of the citizens of the 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, as amended from time to time, 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 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 therefore 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 who are working pursuant to contract only, 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 permitted 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 the City or**

County under Texas law and without waiving any defenses of the parties under Texas law.

- B. To the extent permitted by Texas law, the City shall FULLY INDEMNIFY and HOLD HARMLESS, the County, the County's elected officials, employees, officers, and representatives of the County, 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 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 the 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 one (1) year. 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 Liberty Hill  
Mayor  
P.O. Box 1920

COUNTY

Sheriff  
Williamson County Sheriff's Department  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
Georgetown, Texas 78626

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

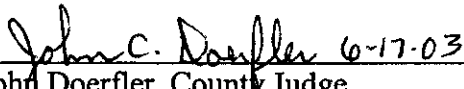
- C. **Entire Agreement.** This Agreement, and any exhibits attached, is the complete and entire Agreement between the parties. Any modification or amendment shall not be effective unless signed in writing by both parties.
- D. **Authority.** The persons signing this agreement represent to the other 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 \_\_\_\_\_ day of \_\_\_\_\_, 2003.

CITY OF LIBERTY HILL,  
a Texas Municipal Corporation

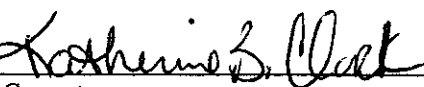
WILLIAMSON COUNTY, TEXAS,  
a political subdivision of Texas

BY:   
Bob McEachern, Mayor

BY:  6-17-03  
John Doerfler, County Judge

ATTEST:

ATTEST:

BY:   
City Secretary

BY:   
WILLIAMSON COUNTY CLERK

STATE of TEXAS

§  
§  
§

CORPORATE ACKNOWLEDGMENT

COUNTY of WILLIAMSON

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2003, by BOB McEACHERN, a person known to me, in his capacity as MAYOR on behalf of the CITY of LIBERTY HILL, Texas.

\_\_\_\_\_  
Notary Public, State of Texas

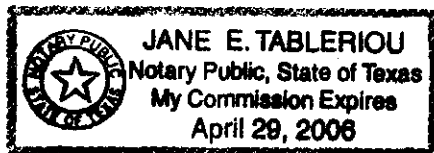
STATE of TEXAS

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CORPORATE ACKNOWLEDGMENT

COUNTY of WILLIAMSON

This instrument was acknowledged before me on this the 17 day of June, 2003, by JOHN DOERFLER, a person known to me, in his capacity as COUNTY JUDGE on behalf of WILLIAMSON COUNTY, Texas.



Jane E. Tableriou  
Notary Public, State of Texas



**AGENDA ITEM 24**Consider approving change order on JP #4 building construction.Moved: **Commissioner Hays**Seconded: **Commissioner Limmer**

Motion: To approve change order #1 from RGD Builders, Inc. on JP #4 building construction. This change order is due to value engineering which decreases the contract amount by **\$102,319.00** to a revised contract amount of **\$482,181.00**.

Vote: 4 – 0. **Commissioner Boatright was absent from the dais.**

&lt; Attachment &gt;



R. GILL

P.O. Box 217 Round Rock, Texas 78680-0217 • rgill@raygilljr.com • Ph 512-255-7852 Fax 512-255-5445

**CHANGE ORDER**

Distribution to:

OWNER  
ARCHITECT  
FIELD  
OTHER

PROJECT: JP Court Pct. #4  
(name, address) Taylor, TX

CHANGE ORDER NUMBER: 1

TO (Contractor):

INITIATION DATE:

RGD Builders, Inc  
2400 W. Braker Lane, Suite G  
Austin, TX 78758

ARCHITECT'S PROJECT NO: 2283

CONTRACT FOR: New Construction

CONTRACT DATE:

You are directed to make the following changes in this Contract:

SEE ATTACHED EXHIBIT 'A'

Not valid until signed by both the Owner and Architect.

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original (Contract Sum) (Guaranteed Maximum Cost) was ..... \$ 584,500.00  
 Net change by previously authorized Change Orders ..... \$ -0-  
 The (Contract Sum) (Guaranteed Maximum Cost) prior to this Change Order was ..... \$ 584,500.00  
 The (Contract Sum) (Guaranteed Maximum Cost) will be (decreased)  
     by this Change Order ..... \$(102,319.00)  
 The new (Contract Sum) (Guaranteed Maximum Cost) including this Change Order will be .. \$ 482,181.00  
 The Contract Time will be unchanged

Authorized:

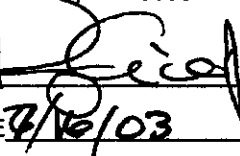
**ARCHITECT:**  
R.Gill & Associates  
P.O. Box 217  
Round Rock, TX 78680

**CONTRACTOR:**  
RGD Builders, Inc  
2400 Braker Lane, Suite G  
Austin, TX 78758

**OWNER:**  
Williamson County  
701 Main St. Suite 201  
Georgetown, TX 78626

BY

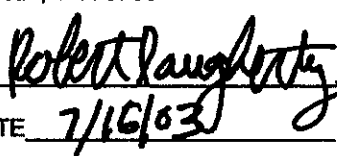
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7/16/03

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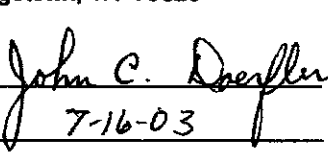
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