

AGENDA ITEM 23

Discuss and take appropriate action on road bond program.

Paul Petrich addressed the Court.

AGENDA ITEM 24

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

Joe Latteo addressed the Court.

AGENDA ITEM 25

Consider approving First Amendment to interlocal agreement for Security Patrols for the Springwoods Municipal Utility Dist.

Commissioner Birkman addressed the Court.

Moved: **Commissioner Birkman**

Seconded: **Judge Doerfler**

Motion: To approve First Amendment to interlocal agreement for Security Patrols for the Springwoods Municipal Utility Dist.

Vote: **4 – 0**

< Attachment >

HEM
25**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:

- During the normal school year as established by the Round Rock Independent School District ("RRISD"), three hour patrols will be conducted on Friday and Saturday evenings.
- During the period when school is not in session pursuant to RRISD schedule (such as Christmas break, Spring break, and Summer break), three hour patrols will be conducted each day.

All patrol services will be provided by Deputy Constables from the Precinct One, Williamson County Constable's Office. The Deputy Constable providing the services must at a minimum, (i) drive through the parking lot for the Springwoods Park and Springwoods Pool Facilities and the area of the storm water drainage area on Hunters Chase Drive (the "Storm Water Facilities") at least twice during each shift of patrol, and (ii) walk through the Springwoods Park, Springwoods Pool Facilities, and the Storm Water Facilities providing foot patrol services at least twice each shift of patrol, thereby providing specific patrol service at the park location, the pool location and the storm water drainage area a minimum of four times per shift of patrol. During the foot patrol walk-through, the Deputy Constable will monitor the applicable District facilities 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 Springwoods 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, the lesser of (I) TWENTY-FIVE DOLLARS (\$25.00) per hour; or (II) ONE and ONE-HALF times the normal rate for patrol service per hour. The County authorizes and directs the District to pay all sums due and payable hereunder directly to the Deputy Constable providing additional patrol services 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 Precinct One, 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.

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: Springwoods Municipal Utility District
c/o ECO Resources, Inc.
9511 Ranch Road 620 North
Austin, Texas 78726-2908
ATTN: Margret Wingrove, General Manager

Department: Office of Constable Gary Griffin
Precinct One, Williamson County
211 Commerce Cove
Round Rock, Texas 78664

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 May 31, 2004, 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

05/27/2003

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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 31st day of May, 2003.

Date signed: 5/12/03

**SPRINGWOODS MUNICIPAL UTILITY
DISTRICT**

By: James Buchanan
James Buchanan, President
Board of Directors

ATTEST:

Kelly Campbell
Kelly Campbell, Secretary
Board of Directors

Date signed: 5/27/03

**COUNTY OF WILLIAMSON
State of Texas**

By: John C. Daerfler 5-27-03
Name: John C. Daerfler
Title: County Judge

ARMBRUST & BROWN, L.L.P.

ATTORNEYS AND COUNSELORS

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512-435-2300

FACSIMILE 512-435-2360

CINDY ARIAS
(512) 435-2374
carias@abaustin.com

May 13, 2004

Constable Gary Griffin
Williamson County Constable, Precinct No. 1
211 Commerce Cove, Bldg. B, Suite 108
Round Rock, Texas 78664Re: Springwoods Municipal Utility District
First Amendment to Interlocal Agreement for Security Patrols

Dear Constable Griffin:

As you know, the Interlocal Agreement for Security Patrols between Williamson County and Springwoods Municipal Utility District expires on May 31, 2004. The Board of Directors of Springwoods Municipal Utility District met on Tuesday, May 11 and approved the enclosed First Amendment to Interlocal Agreement for Security Patrols which extends the term of the Interlocal Agreement one year so that it expires May 31, 2005. Please review the interlocal agreement and if it meets with your approval please have an authorized representative of Williamson County execute both originals and return the originals to my attention at the address above. Upon receipt I'll have Mr. Buchanan and Mr. Weems of the Board of Directors execute and I'll return one fully-executed copy of the agreement to you for your records.

If you have any questions regarding this Amendment please feel free to contact me or Gregg C. Krumme, attorney for the district.

Sincerely,

ARMBRUST & BROWN, L.L.P.


Cindy Arias
Legal Assistant

CA:ms

Enclosure

FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR SECURITY PATROLS

THE STATE OF TEXAS §
 §
 COUNTY OF WILLIAMSON §

This First Amendment to Interlocal Agreement for Security Patrols (the "Amendment") is made and entered into as of the 1st day of June, 2004, by and between Williamson County, Texas (the "County") and Springwoods Municipal Utility District (the "District").

WHEREAS, the County and the District entered into that certain Interlocal Agreement for Security Patrols dated May 31, 2003 providing for additional security patrols of the District by Precinct One, Williamson County Constable's Office for a period of one year beginning June 1, 2003 (the "Interlocal Agreement"); and

WHEREAS, the County and the District desire to extend the Term of the Interlocal Agreement Section 6 of the Interlocal Agreement.

NOW THEREFORE, for and in consideration of the mutual premises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the District hereby agree as follows:

1. Definitions. Each capitalized term used herein shall have the meaning assigned to such term in the Interlocal Agreement, unless the context hereof otherwise requires or provides.
2. Term. The Term is hereby extended one year to expire on May 31, 2005.
3. Miscellaneous.
 - a. Entire Agreement. The Amendment, together with the Interlocal Agreement, sets forth the entire understanding of the parties and supersedes all prior agreements or understandings, whether written or oral, with respect to the subject matter hereof. No amendments or modifications hereto shall be valid unless made in writing and signed by all parties hereto.
 - b. Binding Effect. This Amendment will extend to and be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
 - c. Counterparts. This Amendment may be executed in two or more counterparts, each of which will be deemed an original, which together will constitute one in the same agreement.
 - d. Governing Law. This Amendment will be governed by and construed in accordance with the laws of the State of Texas.
 - e. Affirmation of Interlocal Agreement. The County and the District agree that, except as modified hereby, the Interlocal Agreement remains valid, binding and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

The District:

SPRINGWOODS MUNICIPAL UTILITY DISTRICT

By: _____
James Buchanan, President,

ATTEST:

Michael Weems, Secretary

The County:

COUNTY OF WILLIAMSON, TEXAS

By: John C. Deertler 6-8-04
Name: John C. Deertler
Title: County Judge

AGENDA ITEM 26

Consider approving interlocal agreement for mental health services between Williamson County and Kerr County.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Birkman**

Motion: To approve interlocal agreement for mental health services between Williamson County and Kerr County.

Vote: 4 – 0

< Attachment >