

AGENDA ITEM 21

Discuss and take appropriate action on tax abatement agreement with TASUS Corporation.

This item was removed from today's agenda.

AGENDA ITEM 22

Consider approving Interlocal Agreement for Municipal Court Law Enforcement Services with the City of Jarrell.

Precinct Three Constable Bobby Gutierrez addressed the Court, stating that the agreement would be mutually beneficial. **Judge Doerfler** stated that the time spent on this issue should be closely monitored and that if the agreement begins to be a burden on the Pct. 3 constable's office then Constable Gutierrez should present such information to the Court. This agreement is renewable annually.

Moved: **Judge Doerfler**

Seconded: **Commissioner Hays**

Motion: To approve an Interlocal Agreement for Municipal Court Law Enforcement Services with the City of Jarrell.

Vote: **4 – 0**

< Attachment >

**Williamson County
Constable Precinct 3**

Memo

To: Williamson County Commissioners Court
From: Bobby Gutierrez, Constable Pct.3
Date: 2/18/04
Re: Agenda Item – Interlocal Agreement

I have submitted a request for an agenda item regarding an Interlocal Agreement with the City of Jarrell for Municipal Court Law Enforcement Services. The Interlocal Agreement has been reviewed and approved by the County Attorney's Office and the City of Jarrell City Attorney. The Jarrell City Council approved the agreement February 17, 2004.

The Interlocal Agreement with the Precinct 3 Constable's Office is for two different services:

1. Bailiff services – The City of Jarrell pays for the deputy's time directly as an extra assignment for the deputy. The services will be performed once or twice a month for a couple of hours. No negative fiscal or negative manpower impact to the County.
2. Warrant services – The City of Jarrell will submit municipal court arrest warrants to the Pct.3 Constable, which are typically fine and fee collections almost identically to the services current performed for JP3. The County shall be paid \$50 for each case resolved according to the Code of Criminal Procedures, with the City of Jarrell receiving the fines and fees due.

I do not foresee any significant impact to our existing workload or work process. My plan is to integrate this minimal workload to our existing fine and fee collection administrative work process. As such, it will not negatively impact that process; yet produce an opportunity for additional revenue source for the County. Considering the minimal workload anticipated, I project \$1,000 - \$2,000 after the first year of operation.

This agreement is mutually beneficial to the City of Jarrell and Williamson County with no negative financial impact to either party. In fact, it is a positive financial opportunity to both parties. I respectfully request your approval to this agreement so that we may proceed with the successful implementation of the City of Jarrell Municipal Court Services.

Please contact me if you need additional information on this Interlocal Agreement.



Bobby Gutierrez, Constable Pct.3

2004-006 IL

INTERLOCAL AGREEMENT FOR

MUNICIPAL COURT LAW ENFORCEMENT SERVICES

THE STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

This Interlocal Agreement for Municipal Court Law Enforcement Services ("Agreement") is entered into by and between **Williamson County, Texas** (the "County") and **The City of Jarrell, Texas** (the "City"), to set forth the terms and conditions under which the County will provide Municipal Court Law Enforcement Services by the **Precinct Three Williamson County Constable's Office** (hereafter referred to as the "Department").

RECITALS

WHEREAS, the City 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 City; and

WHEREAS, the City desires to obtain Municipal Court Law Enforcement Services within the City for purposes of courtroom security, criminal warrant fugitive apprehension, and Municipal Court fine and fee collections against the rules of the City and the laws of the State, as permitted by the Texas Government Code; and

WHEREAS, the City and the County are empowered, under 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 services 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 City and the County agree as follows:

Mun Ct Law Enforc. Services
Scanned Constable
2/9/04 AZ

Section 1.

(A.) Bailiff Services. The County agrees to provide bailiff security services to the Municipal Court during normal business hours on weekdays, to not exceed SIXTEEN (16) HOURS per month. The time blocks and the number of bailiff security services shall be determined by the City and subject to approval by the Department. The off duty Deputy Constable, while in the employment of and providing the services for the City, must:

- Provide security protection to the judge, prosecutor, and court staff
- Enforce lawful orders to arrest and/or maintain security and control of the courtroom
- Assist the court staff with docket processing of criminal cases
- Enforce all on view State of Texas criminal offenses

(B.) Criminal Warrant Fugitive Apprehension. The County agrees to provide criminal warrant fugitive apprehension services by:

- Investigating and executing outstanding Municipal Court warrants or Capias Profines within fifty (50) mile radius of Williamson County.
- Providing collections of outstanding fines & fees for the Municipal Court through current industry standards.

This agreement will afford the City dedicated service to the area of Municipal Court Law Enforcement Services, 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 Three, Williamson County, by the Department.

Section 2. Compensation.

(A.) For Municipal Court Law Enforcement Services. provided by the Department, the City agrees to pay, from current revenues, ONE and ONE-HALF times the normal hourly rate of that Deputy Constable providing services to not exceed \$25.00 (twenty-five) dollars an hour. The County authorizes and directs the City to pay all sums due and payable hereunder, every two weeks, directly to the Deputy Constable providing additional services to the City. The County will prepare and issue to each Deputy Constable a time sheet indicating: (a) the total hours of dedicated Municipal Court Law Enforcement Services rendered by the Deputy Constable during the City's pay period regarding this specific service, and (b) the County's approval of the services, and forward these time sheets to the City for payment. The total amount payable by the City for Deputy Constable services must not exceed FIVE HUNDRED DOLLARS (\$500.00) per month unless the City and the Department modify the number of approved hours. The City, in paying for the governmental services rendered by the County through the Department, will make payments out of current revenues available to the City, as required by the Cooperation Act. The City 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. The County authorizes and directs the City to pay all Criminal Warrant Law Enforcement sums due and payable hereunder, every two weeks.

- (B.) (B.) For Criminal Warrant Fugitive Apprehension Services, the City further agrees to pay Williamson County Constable, Precinct Three, warrant fees in the sum of FIFTY DOLLARS (\$50.00) pursuant to Texas Code of Criminal Procedures Article 102.11, for each Warrant or Capias executed or recalled by the Municipal Court as a result of arrest, voluntary surrender or voluntary payment for the collection of fines & fees as a result of any efforts expended by the Department on behalf of the City.

Section 3. Performance of Municipal Court Law Enforcement Services. Additional services provided to the City 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 Three, Williamson County at all times. The Deputy Constable personnel providing services under this agreement will perform duties in the same manner as if providing services within the City 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 City must wear the standard issue Williamson County Constable Office uniform or approved Department attire, along with standard police issue equipment 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 services contemplated hereunder. In exchange for the mutual agreement that the Deputy Constable(s) providing service to the City may respond to other calls from County, if needed, the County, waives its normal charge for their patrol car used by the Deputy Constable(s) while providing service to the City. The City will provide the Department criminal cases in the form of Warrant or Capias as soon as possible, along with all available identifying data for each defendant, so that the Department may promptly investigate, and apprehend or arrange for voluntary surrender, or voluntary payment of any outstanding fines and fees owed to the City. The Department will provide the City within three (3) business days, all monies collected and cases cleared on behalf of the City.

Section 4. Indemnity. The City 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 City 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:

City: City of Jarrell, Texas
P.O. Box 828
Jarrell, Texas 76537
ATTN: Wayne Cavalier, Mayor

Department: Office of Constable Bobby Gutierrez
Precinct Three, Williamson County
503 Main Street
Georgetown, Texas 78626
with copies 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 on December 30, 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 City 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 or about the 17th day of February, 2004.

Date signed: February 17, 2004 **CITY OF JARRELL, TEXAS**

By: WE Cavalier

Wayne Cavalier, Mayor

ATTEST:

Date signed: 2-24-04

COUNTY OF WILLIAMSON

State of Texas

By: John C. Doerfler

Name: John C. Doerfler

Title: County Judge