

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF ROUND ROCK, TEXAS AND  
WILLIAMSON COUNTY FOR  
FOR USE OF PROPERTY FOR  
NEIGHBORHOOD CONFERENCE COMMITTEE**

This Interlocal Agreement (hereinafter referred to as the "Agreement") is made and entered into by and between the CITY OF ROUND ROCK, TEXAS (hereinafter referred to as the "City"), a home-rule municipal corporation of the State of Texas, and WILLIAMSON COUNTY (hereinafter referred to as the "County"), a political subdivision of the State of Texas. City and County are herein referred to as the "Parties."

**WHEREAS**, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, allows these entities to contract with one another to perform governmental functions and services; and

**WHEREAS**, the Parties desire to contract with each other for the use of certain real property related to the establishment, maintenance, and operation of the Round Rock Neighborhood Conference Committee(NCC); and

**WHEREAS**, the Parties hereby make a determination that entering into this Agreement would be mutually beneficial and not detrimental to the Parties;

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. AUTHORITY**

This Agreement is entered into by and between the Parties pursuant to the authority contained in Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act. The provisions of Chapter 791 of the Government Code are incorporated into this Agreement, and this Agreement shall be interpreted in accordance with the Act.

**2. PURPOSE**

**2.1** The Parties recognize the importance and need for a program to assist all students in closing achievement gaps through truancy prevention initiatives, student mentoring and parental support activities conducted by the NCC.

**2.2** The purpose of this Agreement is to provide for the use of certain real property as a facility where activities related to the NCC can be conducted.

### **3. TERM**

**3.1** The initial term of this Agreement shall be for twenty-four (24) months from the effective date hereof. After that initial term, this Agreement may be renewed for successive terms of twelve (12) months each with such renewals to occur on or before the expiration date of the preceding term, and with such renewals being absolutely predicated upon the express written agreement of the Parties. Such renewals are permitted only provided the County has performed each and every contractual obligation specified in this Agreement.

**3.2** It is understood and expressly acknowledged by the Parties that this Subsection 3.1 is subject to the provisions for early termination contained in Section 7 herein, and that this Agreement may be terminated for cause or convenience by either of the Parties in accordance with Section 7 herein, and that such termination may be effected at any time during the initial term or any successive renewal terms.

### **4. OBLIGATIONS OF CITY**

**4.1** The City shall allow the County to use the real property located at 210 Round Rock Avenue, Round Rock, Texas 78664 (the "Facility") for the conduct of activities related to the NCC program.

**4.2** The City shall have no obligation to maintain the facility, pay for utilities or take any action to conform the facility to applicable Federal and State regulations, including but not limited to the Americans with Disabilities Act ("ADA")

### **5. OBLIGATIONS OF COUNTY**

**5.1** County shall conform to all requirements of the City of Round Rock Code of Ordinances, as currently existing and as may be amended in future, relating to the use, operation and maintenance of the Facility.

**5.2** County shall be responsible for payment of all water and utilities charges associated with the NCC program.

**5.3** County shall be responsible for all furnishings, equipment and maintenance of the Facility, including, but not limited to, ensuring compliance with all applicable local, Federal and State regulations, including, but not limited to, the ADA.

**5.4** If this Agreement is terminated by City for cause or convenience under the provisions of Section 7 herein, then County shall immediately restore the Facility to the condition that it existed in just prior to execution of this Agreement.

### **6. LIABILITY**

**6.1** The Parties expressly agree that nothing in this Agreement adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law. The Parties expressly

agree that, in the execution of this Agreement, neither Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations.

## **7. TERMINATION AND SUSPENSION**

7.1 City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to County.

7.2 In the event of any default or breach by County, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to County.

7.3 County has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to City.

## **8. NOTICE**

All notices, demands and requests, including invoices which may be given or which are required to be given by either Party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below:

### **City of Round Rock**

Attention: City Manager  
Round Rock City Hall  
231 East Main Street  
Round Rock, TX 78664

and to:

Attention: City Attorney  
Sheets & Crossfield, P.C.  
309 East Main Street  
Round Rock, TX 78664

### **Williamson County**

Attention: Williamson County Judge  
Dan A. Gattis  
710 Main Street, Suite 101  
Georgetown, Texas 78626

## **9. DISPUTE RESOLUTION**

9.1 If a dispute or claim arises under this Agreement, the Parties agree to first try to resolve the dispute or claim by appropriate internal means, including referral to each Party's senior management. If the Parties cannot reach a mutually satisfactory resolution, then any such dispute or claim will be sought to be resolved with the help of a mutually selected mediator. If the parties cannot agree on a mediator, City and County shall each select a mediator and the two mediators shall agree upon a third mediator. Any costs and fees, other than attorney fees, associated with the mediation shall be shared equally by the Parties.

9.2 City and County hereby expressly agree that no claims or disputes between the Parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

## **10. MISCELLANEOUS PROVISIONS**

10.1 No Third Party Beneficiaries. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation, or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

10.2 No Other Relationship. No term or provision in this Agreement is intended to create a partnership, joint venture, or agency arrangement between the Parties.

10.3 Current Revenues. Pursuant to Section 791.011(d)(3) of the Texas Government Code, each Party performing services or furnishing services pursuant to this Agreement shall do so with funds available from current revenues of the Party.

10.4 Amendment. Amendment of this Agreement may only be by mutual written consent of the Parties.

10.5 Governing Law and Venue. The Parties agree that this Agreement and all disputes arising thereunder shall be governed by the laws of the State of Texas, and that exclusive venue for any action arising under this Agreement shall be in Williamson County, Texas.

10.6 Force Majeure. Notwithstanding any other provisions of this Agreement to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or a breach of this Agreement if such failure to perform, delay or default arises out of causes beyond the control and without the fault or negligence of the Party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the Parties.

10.7 Entire Agreement. This Agreement constitutes the entire agreement of the Parties regarding the subject matter contained herein. The Parties may not modify or amend this Agreement, except by written agreement approved by the governing bodies of each Party and duly executed by both Parties.

10.8 Approval. This Agreement has been duly and properly approved by each Party's governing body and constitutes a binding obligation on each Party.

10.9 Assignment. Except as otherwise provided in this Agreement, a Party may not assign this Agreement or subcontract the performance of services without first obtaining the written consent of the other Party.

10.10 Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate sufficient funds as determined by City's budget for the fiscal year in question. City may effect such termination by giving County written notice of termination at the end of its then-current fiscal year.

10.11 Non-Waiver. A Party's failure or delay to exercise a right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this Agreement does not preclude the exercise of another right or remedy. Rights and remedies under this Agreement are cumulative and are not exclusive of other rights or remedies provided by law.

10.12 Paragraph Headings. The various paragraph headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this Agreement or any section thereof.

10.13 Severability. The Parties agree that in the event any provision of this Agreement is declared invalid by a court of competent jurisdiction that part of the Agreement is severable and the decree shall not affect the remainder of the Agreement. The remainder of the Agreement shall be and continue in full force and effect.

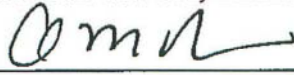
10.14 Open Meetings Act. The Parties hereby represent and affirm that this Agreement was adopted in an open meeting held in compliance with the Texas Open Meetings Act (Tex. Gov. Code, Ch. 551), as amended.

10.15 Counterparts. This Agreement may be executed in multiple counterparts which, when taken together, shall be considered as one original.

10.16 Effective Date. This Agreement is made to be effective on the latest date accompanying the signatures below.

**APPROVED** by the City Council, City of Round Rock, Texas, in its meeting held on the 10<sup>th</sup> day of September, 2009, and executed by its authorized representative.

**CITY OF ROUND ROCK, TEXAS**

By:   
Alan McGraw, Mayor  
Date Signed: 9.10.09

ATTEST:


  
Sara L. White, City Secretary

FOR CITY, APPROVED AS TO FORM:

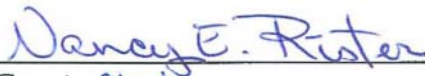
  
Stephan L. Sheets, City Attorney

**APPROVED** by the Commissioners Court of Williamson County in its meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2009, and executed by its authorized representative.

**WILLIAMSON COUNTY**

By:   
Dan A. Gattis, County Judge  
Date Signed: 9-24-09

ATTEST:

  
County Clerk

FOR COUNTY, APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney



**MINUTES OF THE WILLIAMSON COUNTY COMMISSIONERS' COURT  
MEETING  
JULY 21, 2009**

**STATE OF TEXAS )(**

**COUNTY OF WILLIAMSON )(**

**BE IT REMEMBERED** that at 9:32 A.M. on TUESDAY, JULY 21, 2009, a **REGULAR SESSION** of the Commissioners' Court of Williamson County, Texas, was held with the following being present, to-wit:

Present: County Judge Dan A. Gattis  
Commissioner Precinct 1 Lisa Birkman  
Commissioner Precinct 2 Cynthia Long  
Commissioner Precinct 3 Valerie Covey  
Commissioner Precinct 4 Ron Morrison  
County Clerk Nancy E. Rister

Attendees: Dale Rye, County Attorney General Counsel  
Connie Singleton, Deputy County Clerk

**1. Review and approval of minutes.**

Motion By: Commissioner Precinct 4 Ron Morrison

Second By: Commissioner Precinct 2 Cynthia Long

***Motion: To approve the minutes of the last meeting.***

Ayes: County Judge Dan A. Gattis

Commissioner Precinct 1 Lisa Birkman

Commissioner Precinct 2 Cynthia Long

Commissioner Precinct 3 Valerie Covey

Commissioner Precinct 4 Ron Morrison

**2. Consider noting in minutes any off right-of-way work on any County road done by Road & Bridge Unified System.**

URS Road Administrator Greg Bergeron addressed the Court.

Commissioner Precinct 4 Ron Morrison

Attachments:

Note

- 23. Discuss and consider approving up to a \$5.00 court cost to establish a case manager fund to assist with truancy cases for the Justice of the Peace Office in Precinct 1.**

Justice of the Peace Precinct 1 Dain Johnson addressed the Court.

Motion By: Commissioner Precinct 1 Lisa Birkman

Second By: Commissioner Precinct 2 Cynthia Long

***Motion: To approve a new \$5.00 court cost in order to establish a case manager fund to assist with truancy cases for the Justice of the Peace Office in Precinct 1.***

Ayes: County Judge Dan A. Gattis

Commissioner Precinct 1 Lisa Birkman

Commissioner Precinct 2 Cynthia Long

Commissioner Precinct 3 Valerie Covey

Commissioner Precinct 4 Ron Morrison

Attachments:

Court Fee Truancy Program

Fee for Truancy Program

- 24. Discuss and take appropriate action on the approval of equipment rates for URS.**

URS Road Administrator Greg Bergeron addressed the Court.

Motion By: Commissioner Precinct 3 Valerie Covey

Second By: Commissioner Precinct 4 Ron Morrison

***Motion: To approve equipment rates for URS.***

Ayes: County Judge Dan A. Gattis

Commissioner Precinct 1 Lisa Birkman

Commissioner Precinct 2 Cynthia Long

Commissioner Precinct 3 Valerie Covey

Commissioner Precinct 4 Ron Morrison

Attachments:

Equipment Rates

- 25. Consideration and action with respect to resolution calling a public hearing regarding establishment of Pearson Place Road District.**

This item was moved to Executive Session.

Motion By: Commissioner Precinct 1 Lisa Birkman



Tuesday, September 15, 2009

TO: Hon Dan A. Gattis  
Hon Lisa Birkman  
Hon Cynthia Long  
Hon Valerie Covey  
Hon Ron Morrison

From: Dain Johnson, JP 1

RE: Phase One of Two for Fail to Attend Program

Dear Judge, if it pleases the Court,

Today, I am requesting the Commissioners Court of Williamson County allow me the option of adding a \$5.00 fee to each criminal case filed in my court for the purpose of hiring a case manager to help assist with a truancy program.

The authority to charge the fee is found in the Gov Code, and the Texas Code of Criminal Procedures whereby the Commissioners' Court may create a juvenile case manager fund and may require any defendant convicted of a fine-only misdemeanor offense in a justice court to pay a juvenile case manager fee not to exceed \$5.00 as a cost of court.

At the current rate the following cases could generate the following revenue. (See Chart One)

Year	J-09	F-09	M-09	A-09	M-09	J-09
Referrals	376	477	463	465	462	452
AT \$2.00	\$752.00	\$954.00	\$926.00	\$930.00	\$924.00	\$904.00
AT \$5.00	\$1,880.00	\$2,385.00	\$2,315.00	\$2,325.00	\$2,310.00	\$2,260.00

The Justice Court for Precinct One had 255 fail to attend school cases filed in 2008-09. The service area includes Round Rock ISD, and specifically, takes in Round Rock High School, McNeil High School, and Stony Point High School. This also includes all the feeder school. The Court along with the City

of Round Rock, Round Rock ISD, and the LifeSteps has developed a program to help assist with the truancy cases.

The court cost for the case manager would be placed in the case manager line item and would help pay for a case manager to assist with fail to attend school case as defined by Texas Education Code 25.093 and 25.094. The case manager would be an employee of the Juvenile Service Department.

At this time, Phase II included a Memorandum of understanding between Williamson County, the City of Round Rock, Round Rock Independent School System, and Lifesteps, has not been completed. No action is being requested from the court at this time.



JUSTICE COURT  
PRECINCT ONE  
WILLIAMSON COUNTY, TEXAS

# COURT COST & TRUANCY PROGRAM

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“ONE STUDENT AT A TIME”

211 COMMERCE BLVD  
ROUND ROCK, TX 78664

# PHASE I

## COURT COST

Today, I am requesting the Commissioners Court of Williamson County allow me the option of adding a \$5.00 fee to each criminal case filed in my court for the purpose of hiring a case manager to help assist with a truancy program.

The authority to charge the fee is found in the Gov Code, and the Texas Code of Criminal Procedures whereby the Commissioners' Court may create a juvenile case manager fund and may require any defendant convicted of a fine-only misdemeanor offense in a justice court to pay a juvenile case manager fee not to exceed \$5.00 as a cost of court.

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AT \$5.00	\$1,880.00	\$2,385.00	\$2,315.00	\$2,325.00	\$2,310.00	\$2,260.00

(Chart One)

The Justice Court for Precinct One had 255 fail to attend school cases filed in 2008-09. Currently, the Juvenile Service Department assigns one probation officer to each JP court. The total service area includes Round Rock ISD, and specifically, takes in Round Rock High School, McNeil High School, and Stony Point High School. This also includes all the feeder school. The Court along with the City of Round Rock, Round Rock ISD, and the LifeSteps are developing a program to help assist with truancy issues.

The court cost for the case manager would be placed in the case manager line item and would help pay for a case manager to assist with fail to attend school case as defined by Texas Education Code 25.093 and 25.094. The case manager would be an employee of the Juvenile Service Department.

## PHASE II

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### MEMORADUM WITH OTHER AGENCIES

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At this time, Phase II included a Memorandum of understanding between Williamson County, the City of Round Rock, Round Rock Independent School System, and Lifesteps, has not been completed.

No action is being requested from the court at this time.