

To: Faith Melgaard, Clean Air Coalition Advisory Committee (CAC)  
From: Kurt Johnson, Williamson County Public Policy Coalition (WCPPC)  
Date: April 9, 2010

Thank you for the opportunity to participate in yesterday's meeting of the Clean Air Coalition Advisory Committee. It certainly was a very enlightening and educational session.

This memo is a response to your request for additional written clarification of questions involving enforcement of anti-idling provisions and commitments which are aimed at helping reduce regional air pollution.

Before stating those questions specifically within their substantive context, it is important to consider the issue within the background of Williamson County's statements regarding its participation in the anti-idling program.

In comments made to the Environmental Protection Agency (text dated February 2, 2010), Williamson County Precinct 3 Commissioner stated:

“Williamson County and most of its cities have enforced heavy duty diesel anti-idling ordinances and other emission reducing measures.”

In written comments to the Environmental Protection Agency (undated text) submitted for the March 22, 2010 comment deadline, Williamson County stated:

“Williamson County adopted several voluntary control programs, including Transportation Emission Reduction Measures (TERMs), automobile inspection and maintenance (I&M), heavy duty diesel truck idling restrictions, and the Texas Emission Reductions Program (TERP).”<sup>1</sup>

In a response to an Open Records Request sent to Williamson County by the WCPPC, Williamson County stated, in essence: (1) It has not sent any mailings to offending entities; (2) No documents have been prepared for supplemental peace officer training programs for enforcement of anti-idling; (3) No field visits have been conducted to observe diesel idling; (4) No violations have been issued for anti-idling.

In addition, in response to the question regarding Williamson County believes it is exempt from meeting its commitment to foster anti-idling programs, the county stated: “We do not believe we are exempt; however, there are no time limitations under the provisions of the Memorandum of Agreement (with TCEQ), so we can initiate any of these items as needed.”

Further, police chiefs with the City of Jarrell and the City of Taylor stated that they have received no input or guidance from Williamson County regarding enforcement of anti-idling laws. In addition, the PIO of the Williamson County Sheriff's Department stated that no anti-idling training programs have been initiated for county deputies and, to his knowledge, the county is not issuing violations for idling violators.

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<sup>1</sup> Members of the Williamson County commissioners court authorized it's two-member committee, Precinct 2 Commissioner Valerie Covey and Precinct 4 Commissioner Ron Morrison to compose the comments and submit them to the EPA. County Judge Dan Gattis signed the written comments (undated text) submitted to the EPA prior to the March 22, 2010 deadline. Commissioner Morrison is Williamson County's official representative to the CAC.

The specific issues raised at the CAC Advisory Committee Meeting on April 8 (and for which written clarification was requested from me) regarding enforcement in Williamson County are described below.

### **The Jarrell issue**

Probably the most significant location in Williamson County for anti-idling violations occurs at the Flying J truck stop facility on the east side of I-35 at approximately the 275 mile marker. This specific location is within the Jarrell corporate limits. Williamson County has signed the MOA with TECQ but the City of Jarrell has not. The City of Jarrell has taken no position on anti-idling and has not told Williamson County not to enter its jurisdiction. In addition, the City of Jarrell and Williamson County have in place an Interlocal Agreement permitting (and actually requesting) Williamson County to effect law enforcement within the City of Jarrell.<sup>2</sup>

Questions: Can anti-idling enforcement legally occur within Jarrell's corporate limits, and if so, who can perform the enforcing? Is Williamson County prohibited from enforcing anti-idling, especially in light of its Interlocal Agreement with Jarrell? Inasmuch as Jarrell has not signed a Memorandum of Agreement with TCEQ and is not a member of the CAC, should Williamson County, in meeting its commitments to this program, be communicating with Jarrell referable to fostering Jarrell's participation in the program?

### **The outside-of-cities issue**

There is a section of I-35 between the City of Georgetown and the City of Jarrell which is not in the corporate limits of either city.

Questions: Within that area, on the east side (northbound) frontage road, diesel idling has been observed as occurring involving numerous rigs (simultaneously). Is there any prohibition against Williamson County enforcing anti-idling in this area?

### **The Round Rock issue**

Round Rock has signed a Memorandum of Agreement with TCEQ. A Round Rock police sergeant stated that the department enforces anti-idling inside the corporate limits of Round Rock when it is detected. He had no information regarding the issuance of any citations for anti-idling violations. An open records with the City of Round Rock is being filed to determine the number of citations issued.

Question: Given this circumstance, are Williamson County law enforcement officers prohibited from enforcing anti-idling provisions within the corporate limits of Round Rock?

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<sup>2</sup> That Interlocal Agreement is attached.

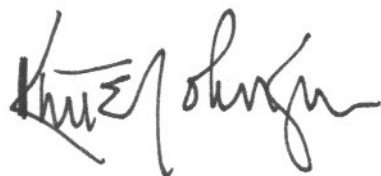
## **Fostering anti-idling enforcement based on “need”**

In its response to the WCPPC open records request, Williamson County stated, and in the context of having stated that the county has initiated no anti-idling programs except for posts on its website, Williamson County stated: “ ... there are no time limitations under the provisions of the Memorandum of Agreement, so we can initiate any of these items as needed.” It appears that the ozone measurements taken in the past and which will be taken during the effective period of 2010 translate directly to whether or not Williamson County will be defined as being in some category of “attainment” or “non-attainment”, based on those measurements.

Questions: Are there any explanations within any of the filings or literature related to this issue which defines when fostering implementation of the program is “needed”? Is there any interpretation of any of the applicable information which would confirm that the “need” to foster enforcement of anti-idling provisions hasn't yet kicked in?

By copy of this memo to Williamson County principals, I am inviting Williamson County (and particularly its CAC representative, Precinct 4 Commissioner Ron Morrison) to weigh in on these facts and questions for further clarification. And, the WCPPC appreciates the interest of the CAC Advisory Committee on this issue. We look forward to your response as well as to any response from Williamson County.

This document is posted on the WCPPC's website, [www.wilcoalition.com](http://www.wilcoalition.com) .

A handwritten signature in black ink, appearing to read "Keith Johnson". The signature is written in a cursive style with a large initial "K" and "J".

**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

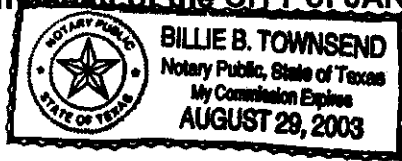
BY: Nancy E. Ruter

STATE OF TEXAS

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CORPORATE ACKNOWLEDGMENT

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 9<sup>th</sup> 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.



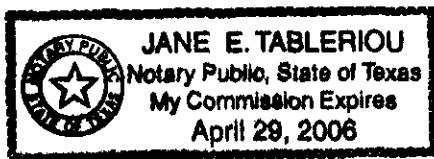
Billie B. Townsend  
Notary Public, State of Texas

STATE OF TEXAS

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CORPORATE ACKNOWLEDGMENT

COUNTY OF WILLIAMSON

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: