

STATE OF TEXAS

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STANDARD AGREEMENT WITH
LOCAL GOVERNMENTAL ENTITY
REGARDING OFF-DUTY
CONTRACTING OF COUNTY
CONSTABLE DEPUTIES

COUNTY OF WILLIAMSON

This interlocal agreement (hereinafter, the “AGREEMENT”) is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, “LGE”) in the State of Texas, (hereinafter, “COUNTY”) a political subdivision of the State of Texas, and the Williamson County Constable’s Office set forth on the signature page below (hereinafter, “CONSTABLE’S OFFICE”).

For and in consideration of the permission given by COUNTY for the LGE to employ or contract in a private capacity DEPUTIES of the CONSTABLE’S OFFICE (hereinafter “DEPUTIES), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that with the DEPUTIES are working of the LGE, the DEPUTIES’ primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES cannot enforce “district policies” or “house rules” of the District. The DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.0205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code provided that a violation of such District Rules and Regulations also constitutes a crime under the Texas Penal Code. DEPUTIES are at all times subject to the rules and polices of the CONSTABLE’S OFFICE. *LGE expressly acknowledges and agree that such DEPUTIES are at all times employees or independent contractors of LGE when employed or contracted by the LGE.*
2. It is understood by the LGE that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its employment of contactor relationships with DEPUTIES. The LGE, as part of the AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
3. Prior to the beginning of DEPUTIES employment with the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three Hundred Thousand Dollars (\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
4. The term of this AGREEMENT shall begin on October 1, 2021, and shall terminate on September 30, 2022, and will have two additional one (1) year automatic renewals. Unless notice of termination is provided by a party to this Agreement prior to the end of the initial or renewal terms, this AGREEMENT will automatically renew on October 1, 2022 and October 1, 2023. It must be revisited with proper approvals from the applicable governing bodies and elected official(s) for FY2024.

5. State law requires that law enforcement personnel conducting “off-duty” work must be both “full time” and “entitled” to fringe benefits. Texas Occupations Code Section 1702.322(A) & (B)(i). Thus, part-time deputies and “reserve” officers may not conduct “off-duty” work.
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. The COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES’ vehicle usage at the rate of \$12.00 per hour per vehicle (to cover LGE’s fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above-described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE’s Area; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.
8. LGE agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. LGE shall provide such vehicle time records to COUNTY and CONSTABLE’S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code (“Texas Prompt Payment Act”). Reporting must be submitted to:

CONSTABLE’S OFFICE: At the address set forth on the signature page below.

COUNTY: Williamson County Auditor’s Office
Attn: Finance Director
710 Main Street, Suite 301
Georgetown, Texas 78626

9. LGE agrees that it shall pay deputies directly and file the appropriate tax documents with the Internal Revenue Service.
10. Each party to the AGREEMENT, in the performance of the AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.
11. Nothing in this AGREEMENT shall be deemed to waive, modify, or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

LGE:

Name of LGE: Williamson-Travis Counties Municipal Utility District No. 1

Signature: Catherine Frankle

Printed Name: Catherine Frankle

Title: President

Date: 9/1/2021, 2021

WILLIAMSON COUNTY CONSTABLE'S OFFICE:

Williamson County Constable Precinct No. 2

Printed Name of Official: Jeff Anderson

Signature of Official: [Signature]

Date: September 2, 2021

Address of Office: 350 Discovery Blvd., Suite 205
Cedar Park, Texas 78613

COUNTERPART SIGNATURE PAGE TO STANDARD AGREEMENT WITH LOCAL
GOVERNMENTAL ENTITY REGARDING OFF-DUTY SERVICES OF COUNTY DEPUTIES.

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR CONFIRMATION OF
BUDGETARY AUTHORIZATION RELATED TO USE OF VEHICLES FOR OFF-DUTY WORK¹

WILLIAMSON COUNTY COMMISSIONER'S COURT:

By: _____

Bill Gravell Jr.

Williamson County Judge & Presiding Officer, Williamson
County Commissioner's Court

710 Main Street, Suite 105

Georgetown, Texas 78626

¹ Including, but not limited to fuel, insurance, and maintenance of county-owned assets.