

AGENDA ITEM 27

Discuss and take appropriate action regarding Sheriff's Office Vehicle Usage Policy and Procedures.

Lt. Randy Hensley addressed the court concerning the Sheriff's Office Vehicle Usage Policy.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To approve the Sheriff's Office Vehicle Usage Policy and Procedures.

Vote: **5 - 0**

< Attachment >



JOHN A. MASPERO
WILLIAMSON COUNTY SHERIFF

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approved 9-10-02
John C. Doerfler

September 9, 2002

To Whom It May Concern:

The Williamson County Sheriff's Office has reviewed the following procedures and fees for services when security or off duty police work are requested.

Below is an explanation on how certain fees were calculated and in what manner charges are to be applied.

My goal was to first assure that every officer that works an overtime job is paid at a rate of his or her time and a half rate or greater unless the work to be performed fits the definition of security work. It is also understood that all security work is on a voluntary basis where officers bring in their personal pagers and request to be paged when jobs are available. When the officers receive these pages for security they then voluntarily call in if they want to work the job paged out.

There are two fees charged for off duty work, one for security the other for off duty police work. Definitions of security work and off duty police work are located on the security agreement form. I looked at all the officers that currently work these type jobs and feel that a single rate should be assessed for off duty police work and a lower rate set for security so that no officer that is eligible to work security is discriminated on based on his or her level of pay and we remain competitive in the market for security. This is to prevent the request for security at a specific pay range or request for only the cheapest officers. It will also allow the detectives and sergeants to be able to have an equal chance at working security jobs. Austin Police Association charges thirty-five dollars an hour if officers are paid in a five-day period or forty-five an hour if they will be paid in more than five days with a four-hour minimum. With the highest paid sergeant making approximately \$39.00 per hour at a time and a half rate I feel we should increase our rate to **\$45.00** per hour for off duty police work and **\$25.00** per hour for security work.

I spoke to Rex at Central Maintenance and he said that both he and Mr. Fox had got together and the recommended rate to charge for a car was \$2.84 per hour. This cost was for all maintenance and fuel charges to include maintenance on emergency equipment. Knowing that we should also charge for depreciation of the vehicle I came up with the following. The approximate cost of the cars is \$28,000.00 and the average life of a patrol car is two years. I multiplied the number of hours in a year by two then because the officers work 14 days every 28 I divided the two year total by two to get the total number

of hours worked by an officer in a two year period if they take no vacation, no sick, no holidays or any other form of leave off. Now knowing this was the high side of the equation I divided the cost of the vehicle by this number and got \$3.20. The new hourly total, high Side, for use of a marked patrol unit is \$6.04 per hour, which is the cost of the fuel and maintenance, per Rex, and the estimated cost of depreciation of the vehicle. At a rate of \$7.00 per hour for vehicles that leaves a \$0.96 cent charge, per vehicle, per hour that we charge for an administrative fee! A realistic example would be a company calls for 4 officer and vehicles to work a 12 hour shift for 2 days. The income for the county for 2 days on 1 job would be \$579.84 for reimbursement for use of the vehicles and \$92.16 as an administrative fee. The car fee is in excess of what central maintenance wanted us to charge and the administrative fee is high side as the person doing the work likely only spent 30 minutes to receive the request for security, send out a page to have interested persons call in, write officers names on a schedule and invoice the company at the end of the job. This administrative fee also seems adequate reimbursement for use of any other county equipment such as computers, paper, copier use and any other minor equipment needed to complete the invoice.

The administrative fee will cover any work that an Administrative Technician does during her normal work hours and he/she will be clocked in if working on security jobs after hours.

Fees:

Security - \$25.00 per hour, per officer with a four-hour minimum.

Off duty police work - \$45.00 per hour per officer.

***Use of County owned vehicle/Administrative Fee** - \$7.00 per hour per vehicle.

Scheduling Fee - A reasonable rate may be charged by an off duty officer, one per contract, to perform administrative duties. Examples of these duties may be completion of schedules, preparing invoices, monthly reports and submission of monthly reports as officers will not be allowed to perform these duties while on paid duty with the Williamson County Sheriff's Office.

***The Sheriff may wave the vehicle fee for governmental agencies, schools districts and Municipal Utility Districts.**

Security Agreement For the Williamson County Sheriff's Office

The following are regulations officers will follow while performing security work or off duty police work and the fees that must be paid.

While working both Security and off duty police work officers will be responsible for following the Williamson County Sheriff's Office General Orders.

Definitions:

1. **Security work:** Any off duty assignment that an officer volunteers for and does not meet the definition for, off duty police work. This security work will involve the watching/guarding of people, property or an event. This type off duty work must be voluntary by the officer and at any time a police action is performed, the officer shall fill out an overtime sheet and submit to their supervisor the next regular duty day.

2. **Off Duty Police Work:** Any off duty work that officers volunteer for where the majority of the work performed is directly related to the duties an officer would normally perform. This work will normally include but is not limited to duties performed in or from a police vehicle, use of emergency lights or equipment, traffic direction or traffic enforcement on public roadways or any arrest or detention of an individual. Any work an officer performs that fits the definition of off duty police work shall only be performed if the officer turns in their time for regular pay through Williamson County or is compensated at a hourly rate of time and a half or greater.

***Any job, security or off duty police work that requires more than five officers shall hire a Williamson County Law Enforcement supervisor at the below listed rate. For larger jobs, a law enforcement supervisor will be required for every five officers requested with one supervisor being of at least the rank of lieutenant if ten or more officers are hired. ***

Each entity that employs an officer for either security or off duty police work will be responsible for paying the following charges and for ensuring the proper Internal Revenue Service forms are filled out and submitted. They will also be required to sign an off duty employment contract prior to any work being performed unless the work to be performed is for another governmental entity, school district, utility district or waved by the Sheriff or his designee. Officers must all be paid individually with all vehicle usage/administrative charges paid to Williamson County. The designated Williamson County Administrative Technician will make all deposits into a designated Williamson County account and shall be subject to audit without notice.

The Sheriff's Office does not guarantee that officers will be available to work security jobs as they are on a voluntary basis. The Sheriff's Office also requires 48 hours notice to schedule an event and 24 hours to cancel an event. Events cancelled with less than 24 hours notice will be invoiced the four-hour minimum rate per officer requested.

Fees:

Security - \$25.00 per hour, per officer with a four-hour minimum.

Off duty police work - \$45.00 per hour per officer.

***Use of County owned vehicle/Administrative Fee** - \$7.00 per hour per vehicle.

Scheduling Fee – A reasonable rate may be charged by an off duty officer, one per contract, to perform administrative duties. Examples of these duties may be completion of schedules, preparing invoices, monthly reports and submission of monthly reports as officers will not be allowed to perform these duties while on paid duty with the Williamson County Sheriff's Office.

Sheriff or Designee

Date

Entity Representative requesting Security

Date

*The Sheriff may wave the vehicle fee for governmental agencies, schools districts and Municipal Utility Districts.

**This agreement will expire 1 year from the date signed. Either party may end this agreement with 30 days written notice.

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

MASTER AGREEMENT FOR EXTRA-DUTY EMPLOYMENT

For and in consideration of the permission given by the County of Williamson (hereinafter the COUNTY) for _____, (hereinafter called COMPANY), to employ in a private capacity employees of the Williamson County Sheriff's Department (hereinafter EMPLOYEES), while said EMPLOYEES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the EMPLOYEES are working for the COMPANY, the EMPLOYEES' primary responsibility is the enforcement of Federal and State laws and County Ordinances to protect life and property and to keep the peace. The EMPLOYEES are not allowed to enforce COMPANY policies or rules. While working for the COMPANY, the EMPLOYEES are subject to the rules and regulations of the Williamson County Sheriff's Department as if they were performing on-duty police services. It is understood that while working in the private capacity of the COMPANY, said EMPLOYEES are not acting as employees of the COUNTY.
2. The COMPANY, binding its heirs, administrators, executors, estate, successors, and assigns, hereby agrees to indemnify, protect, defend, and hold harmless the COUNTY from any and all damages, including without limitation: interest, court costs, attorney's fees, and other expenses which it may incur or become liable for as the result of any claim, demand, obligation, liability, suit, or cause of action arising in whole or part from the work of said EMPLOYEES for the COMPANY, whether or not such claim, demand, or suit be frivolous, and whether or not it be made or brought by the company of third person. This language is not intended to mean that the COMPANY would indemnify or hold the COUNTY harmless for actions taken by an off-duty deputy in furtherance of his/her official duties in a law enforcement or peace officer capacity.
3. It is understood by the COMPANY that the COUNTY shall retain the right to withdraw at any time its permission for its EMPLOYEES/deputies to work in a private capacity. If the permission of the COUNTY is withdrawn, the COMPANY agrees to terminate its employment relationships with said EMPLOYEES. The COMPANY, as part of this 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.
4. Prior to the beginning of EMPLOYEE'S employment with the COMPANY, the COMPANY 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.
5. This contract shall remain in effect for a period of two (2) years from the date of the last signature hereon.

_____ Employee	_____ Date	_____ Employer or Authorized Agent	_____ Date
_____ Sheriff or Designee for Williamson County		_____ Date	

AGENDA ITEM 28

Consider approving an agreement with Williamson County Conservation Foundation, Inc. regarding mitigation of endangered species.

Charlie Crossfield addressed the court concerning the agreement. He said that the mitigation bank will be established to mitigate the Parmer Lane Extension, and will be the depository for 3.2 million dollars from the State for mitigation of SH 45.

No action was taken on this agenda item, which will be added to the September 17, 2002 agenda.

AGENDA ITEM 29

Discuss and consider setting date to receive bids for the Courts Annex expansion.

Ed Lee stated that the contract for the annex expansion has been completed by the County Attorney and is currently being reviewed by the contractor's attorney. He said that he should have it ready for action by next week.

No action was taken on this agenda item, which will be added to the September 17, 2002 agenda.

AGENDA ITEM 30

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

Ed Lee gave an update on the jail/parking garage project. He said that he got some estimates on running a shuttle from the parking garage to the annex from Durham Transportation. He estimated that it would cost approximately \$78,000 to run the shuttle for 4 hours per day for the 18-month period that it would be needed.

No action was taken on this agenda item.

AGENDA ITEM 31

Discuss and take appropriate action on the road bond program.

Mike Weaver addressed the court about various topics related to the road bond program. He said that TxDOT has asked for help on a program assessment for US 79. He said that the RMA petition was submitted to the State last week. He said that they wanted to change the location of the public hearing in Austin to a place with a larger capacity. The public hearings will be held on October 9th and 10th.

No action was taken on this agenda item.

AGENDA ITEM 32

Discuss and take appropriate action concerning the parks advisory committee.

Commissioner Boatright stated that there is a need for agreement with the Sheriff's Office to provide security at the Williamson County Regional Park from approximately 6:00 p.m. to 7:00 a.m. daily.

Moved: **Commissioner Hays**

Seconded: **Judge Doerfler**

Motion: To authorize Commissioner Boatright to work out an agreement with the Sheriff to provide security for the Williamson County Regional Park, to be financed by park funds.

Vote: **5 - 0**

AGENDA ITEM 33

Consider approving professional services contract for mitigation of Lake Creek flood control projects.

No action was taken on this agenda item, which will be added to the September 17, 2002 agenda.