

MEMORANDUM OF UNDERSTANDING
Patrol Services to be Performed within
Paloma Lake Municipal Utility District No. 1

1. Background and Purpose.

- a. Section 49.216 of the Texas Water Code authorizes Paloma Lake Municipal Utility District No. 1 (the "**District**") to contract for or employ deputies (the "**Deputies**", each, as "**Deputy**") of the Williamson County Sheriff's Office (the "**Sheriff**") with the power to make arrests when necessary to prevent or abate the commission of: (i) any offense against the rules of the District when the offense or threatened offense occurs on any land, water, or easement owned or controlled by the District (See paragraph 2(vi) below); (ii) any offense involving injury or detriment to any property owned or controlled by the District; and (iii) any offense against the laws of the State.
- b. Pursuant to the authority set forth in Section 49.216 of the Texas Water Code and Section 791.011 of the Texas Government Code, the District, the Sheriff and Williamson County, Texas have entered into that certain Standard Agreement with Local Governmental Entity Regarding Off-Duty Services of County Deputies of even date herewith (the "**Off-Duty Services Agreement**"), pursuant to which the Deputies will provide additional law enforcement, security patrol, and other services within the District's geographical boundaries.
- c. The purpose of this Memorandum of Understanding (this "**MOU**") is to set forth the expectations and intentions of the District and the Sheriff with respect to the services to be performed by Deputies pursuant to the Off-Duty Services Agreement. Upon the expiration or termination of the Off-Duty Services Agreement, this MOU will also terminate. This MOU does not constitute a binding contractual commitment by either party hereto. This MOU amends and restates the Memorandum of Understanding between the parties dated effective as of December 14, 2016 (the "**Prior MOU**"). Upon full execution of this MOU, the Prior MOU will be of no further force or effect.

2. Services Rendered by Deputies.

- a. Although the Deputies will at all times remain under the control and supervision of the Sheriff, the parties hereto mutually agree that the services provided by the Deputies to the District pursuant to the Off-Duty Services Agreement will be performed in accordance with the following standards:
 - i. The District and the Sheriff will each establish a designee who will coordinate with each other regarding the Deputies' provision of services to the District under the Off-Duty Services Agreement.
 - ii. The District's designee will coordinate with the Sheriff's designee with respect to where the patrol and law enforcement services are to be provided. By way of example, the District's designee may coordinate with the Sheriff's designee to direct the Deputies to provide law enforcement services at meetings of the District's Board of Directors or committees, at specific District properties, and/or at special events of the District, so long as the Deputies are available and willing to provide such services.

- iii. Generally, the Deputies will provide patrol services within the District's parks, other property owned or controlled by the District, and any "problem areas" that experience criminal or suspicious activity.
- iv. All Deputies providing services within the District pursuant to the Off-Duty Services Agreement must become familiar with the boundaries of the District and ensure that the services performed are only undertaken within the District's boundaries.
- v. It is anticipated that the District's designee and the Sheriff's designee will develop an ongoing "security program" for the District based on actual activity in the District and community needs for purposes of continuously improving the safety and well being of District residents and protection of District property. The Deputies are expected to establish "relationships" with District residents to foster trust and communication.
- vi. The Deputies may enforce rules of the District on lands owned or controlled by the District provided that a violation of such rules of the District also constitutes a crime under the Texas Penal Code. The District's designee will coordinate with the Sheriff's designee as to any rules to be enforced so that the Deputies are familiar with the District's rules, if any.
- vii. The Sheriff's designee will coordinate with the District's designee regarding the hours during which the Deputies are to provide services within the District pursuant to the Off-Duty Service Agreement.
- viii. The District will compensate Deputies providing services pursuant to the Off-Duty Service Agreement at the rate of \$50.00 per hour. Any time during which a Deputy rendering services within the District pursuant to the Off-Duty Service Agreement leaves the District for emergencies or otherwise, all such time must be logged in a daily report identifying the time of departure and return. Such time must be accounted for and reported to the District's designee on a monthly basis, such that the District does not provide payment for time spent outside the District.
- ix. The Sheriff's designee will strive to maintain continuity in scheduling the Deputies for provision of services within the District pursuant to the Off-Duty Service Agreement with the intent to minimize turnover. It is the intent of the parties hereto that by establishing a relationship and familiarity with the residents, employees, and circumstances of the District, a Deputy will be better able to identify and investigate suspicious or potential criminal activity.
- x. The Sheriff's designee will provide the District's designee with a monthly report that includes the following information with respect to services performed pursuant to the Off-Duty Service Agreement during the preceding monthly period:
 - 1. All crimes during the monthly reporting period by date, time, location, and responding Deputy.
 - 2. Working hours of each Deputy rendering services pursuant to the Off-Duty Service Agreement. The report must identify the Deputy's name; whether the services were rendered in a marked or unmarked vehicle; hours of commencement and cessation of the services; all incidents (including traffic

stops) during the assignment period; and whether citations were issued. This information must be prepared utilizing daily logs of the Deputies providing services.

3. Any traffic enforcement activity of the Deputies.
 4. The nature and duration of any emergencies or other circumstances that required a Deputy to leave the District during periods when such Deputy was rendering services to the District pursuant to the Off-Duty Service Agreement. The report must identify the time at which the Deputy left his or her patrol assignment within the District, and returned to his or her patrol assignment within the District.
 5. All routine patrol services furnished within the District other than pursuant to the Off-Duty Service Agreement.
- xi. It is the mutual intention of the parties hereto that traffic enforcement details (i.e., speed traps) will generally not be conducted under the Off-Duty Service Agreement unless specifically requested by the District's designee and directed by the Sheriff's designee; provided that a Deputy may take appropriate action in connection with any observed violation of the laws of the State of Texas. This MOU shall not impact the right of the Deputies to conduct traffic enforcement activities while performing routine law enforcement services other than pursuant to the Off-Duty Service Agreement.

This MOU is executed and dated as of the 12th of April, 2017.

PALOMA LAKE MUNICIPAL UTILITY DISTRICT NO. 1

By: 
Dallas Kelley-Kerr, Board President

WILLIAMSON COUNTY SHERIFF

By: 
Sheriff