

STATE OF TEXAS                    §        STANDARD AGREEMENT WITH  
   §        LOCAL GOVERNMENTAL ENTITY  
   §        REGARDING OFF-DUTY  
COUNTY OF WILLIAMSON       §        EMPLOYMENT OF COUNTY DEPUTIES

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, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Sheriff's Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

For and in consideration of the permission given by COUNTY for the LGE to employ in a private capacity with DEPUTIES of the Williamson County Sheriff'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 while the DEPUTIES are working for the LGE, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and County Ordinances to protect life and property and to keep the peace. The peace officers cannot enforce "district policies" or "house rules" of the District. The DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.205(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 policies of the Williamson County Sheriff's Office. ***LGE expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors when employed 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. The COUNTY shall provide written notice to LGE in the event of such withdrawal of permission. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its employment relationships with DEPUTIES. The LGE, 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itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY and the LGE fails to terminate its contractor relationships with DEPUTIES after receipt of written notice from the COUNTY.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 or intergovernmental risk pool 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 the October 1, 2018 and shall terminate on September 30, 2019, and will have two additional one (1) year automatic renewals. The AGREEMENT will automatically renew on October 1, 2019 and October 1, 2020. It must be revisited with proper approvals from the applicable governing bodies and elected

official(s) for FY2022. Either party may terminate this AGREEMENT at any time by providing not less than 30 days prior written notice of termination to the other party.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.
6. The COUNTY agrees that each peace officer 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. COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of \$8.00 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 SHERIFF'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:

SHERIFF'S OFFICE: Williamson County Sheriff's Office  
508 South Rock St.  
Georgetown, TX 78626

COUNTY: Williamson County Auditor's Office  
Attn: Finance Director  
710 Main St., Suite 301  
Georgetown, TX 78626

9. LGE agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.
10. Each party to this AGREEMENT, in the performance of this 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 or to LGE, their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY and LGE do 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: Brushy Creek MUD

Signature: 

Printed Name: Shean Dalton

Title: Board President

Date: January 10, 2019

**WILLIAMSON COUNTY SHERIFF'S OFFICE:**

Williamson County Sheriff

Printed Name of Official: Robert Chody

Signature of Official: 

Date: 1-23-19, 2019

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

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR  
CONFIRMATION OF BUDGETARY AUTHORIZATION  
RELATED TO USE OF  
VEHICLES FOR OFF-DUTY WORK<sup>1</sup>

**WILLIAMSON COUNTY COMMISSIONERS COURT:**

By: \_\_\_\_\_  
Hon. Bill Gravell  
Williamson County Judge &  
Presiding Officer, Williamson County Commissioners Court  
710 Main Street, Suite 105  
Georgetown, Texas 78626

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