

STATE OF TEXAS § STANDARD AGREEMENT WITH
 § THE CENTRAL TEXAS REGIONAL
 MOBILITY AUTHORITY
 REGARDING OFF-DUTY
 § CONTRACTING OF COUNTY
COUNTY OF WILLIAMSON § CONSTABLE DEPUTIES

This interlocal agreement (hereinafter, the "AGREEMENT") is entered into by and between the Central Texas Regional Mobility Authority set forth on the signature page below (hereinafter, "CTRMA") in the State of Texas, and Williamson County, 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 CTRMA to 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 while the DEPUTIES are working for the CTRMA, 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 CTRMA's policies, rules or regulations. The DEPUTIES shall enforce Texas Transportation Code Section 372.110 regarding operation of a prohibited motor vehicle on a toll project and 372.112 regarding the impoundment of a motor vehicle. DEPUTIES are at all times subject to the rules and policies of the CONSTABLE'S OFFICE. ***CTRMA expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of CTRMA when contracted by the CTRMA.***
2. It is mutually agreed that the COUNTY may withdraw its permission for any individual deputy of the CONSTABLE'S OFFICE to work in a private capacity by written notice to the CTRMA at any time, and may withdraw its permission for all DEPUTIES to work in a private capacity upon 30-days written notice to the CTRMA. If the COUNTY withdraws its permission for all DEPUTIES to work in a private capacity, the CTRMA agrees to terminate its contractor relationships with the DEPUTIES.
3. Prior to the beginning of DEPUTIES employment with the CTRMA, the CTRMA 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 the _____, 2020 and shall terminate on September 30, 2021, and will have two one (1) year automatic renewals. If both parties are in concurrence, the AGREEMENT will automatically renew on October 1, 2021 and October 1, 2022. It must be revisited with proper approvals from the applicable governing bodies and elected official(s) for FY 2022.
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 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. COUNTY agrees to invoice CTRMA for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of \$8.00 per hour per vehicle (to cover CTRMA's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The CTRMA 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 CTRMA 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. CTRMA 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. CTRMA 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 CTRMA 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. CTRMA agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.
10. This AGREEMENT terminates at the end of the term specified in paragraph 4, by mutual written agreement of the parties, or 30 days after either party gives written notice of termination to the other party, whichever occurs first.
11. 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.
12. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to either party, their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Both parties 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.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY:

Printed Name: Mike Heiligenstein

Title: Executive Director

Signature: 

Date: December 16, 2020

WILLIAMSON COUNTY CONSTABLE'S OFFICE:

Williamson County Constable Precinct No. 4

Printed Name of Official: Paul LEE LEAL

Signature of Official: 

Date: 01/04/2021, 20

Address of Office: 412 VANCE ST. #3

Taylor TX 76574

**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 WORK¹**

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

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