

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

**COUNTY ADDENDUM No. 1
WITH
OFF DUTY MANAGEMENT, INC.
SERVICES AGREEMENT
(Sourcewell Contract #061324-OFF)**

The underlying Services Agreement and its Amendments (Collectively the "Agreement") regarding Sourcewell Contract #061324-OFF (the "Amendment"), between Off Duty Management Inc. ("ODM") and Williamson County, Texas ("Agency") is amended as specifically set forth herein to incorporate the terms and conditions of this Addendum No. 1. As amended, the Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum No. 1 shall have the meanings attributed to them in the Agreement. This Addendum No. 1 supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum No. 1, the following terms and conditions of this Addendum No. 1 shall control:

- 1. Effective Date and Term:** This Contract shall be in full force and effect from the date of the last party's execution below and shall continue through October 24, 2028.
- 2. No Indemnification by Agency.** ODM acknowledges and agrees that under the Constitution and the laws of the State of Texas, Agency cannot enter into an agreement whereby Agency agrees to indemnify or hold harmless any other party, including but not limited to ODM; therefore, all references of any in this Agreement to Agency indemnifying, holding or saving harmless any other party, including but not limited to ODM, for any reason whatsoever are hereby deemed void and deleted.
- 3. Venue and Governing Law.** Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4. **No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Agency, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Agency 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.
5. **The County's Right to Audit.** ODM agrees that Agency or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of ODM which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. ODM agrees that Agency shall have access during normal working hours to all necessary ODM facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Agency shall give ODM reasonable advance notice of intended audits.
6. **General Insurance Requirements.** This provision shall apply in the event insurance is required under the Agreement. **"Williamson County, Texas" and its directors, officers and employees shall be added as additional insureds** under the general liability and auto liability coverages of required policies, and on those policies where Agency, its directors, officers and employees are additional insureds, such insurance shall be primary, and any insurance maintained by Agency shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of Agency. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. ODM shall furnish Agency with a certification of coverage issued by the insurer. ODM shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, ODM shall also notify Agency, within twenty-four (24) hours of receipt of any notices of expiration, cancellation, non- renewal, or material change in coverage it receives from its insurer.**
7. **Relationships of the Parties.** 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. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
8. **Sales and Use Tax Exemption.** Agency is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and materials subject hereof are being secured for use by Agency. Exemption certificates will be provided to contractors and suppliers upon request.

9. **Texas Public Information Act.** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Agency, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Agency as to whether or not the same are available to the public. It is further understood that Agency's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Agency, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Agency by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.
10. **Execution in Counterparts.** This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.
11. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

Off Duty Management Inc.

By: Sherry Rowley

Printed Name: Sherry Rowley

Title: CEO

Date: June 26, 2025

Williamson County, Texas

By: _____

Printed Name: _____

Title: As Presiding Officer, Williamson
Commissioners Court

Date: _____, 20__

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Jul 01 2025 Time: 4:03 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Jul 01 2025 Time: 9:23 am



Built By Officers For Officers

Services Agreement

Sourcewell Contract #061324-OFF, Staffing Related Services Solution

This Services Agreement ("**Agreement**") is entered into as of _____, 2025 (the "**Effective Date**") and is between OFF DUTY MANAGEMENT, Inc., a Texas corporation, with offices located at 1906 Avenue D, #200, Katy, Texas 77493 ("**ODM**") and Williamson County Sheriff's Office, with offices located at 508 South Rock Street, Georgetown, Texas, 78626 ("**Agency**"). ODM and Agency are sometimes individually referred to herein as "**Party**" and collectively as the "**Parties**."

In consideration of the reciprocal promises, covenants, and agreements contained in this Agreement, and for other good and valuable consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties hereby agree as follows.

1. Services

- 1.1 Sourcewell Cooperative Contract #061324-OFF, Staffing Related Services Solution. The client engages contractor to provide the following goods and/or services: Public Safety Software in accordance with the terms and conditions of the Sourcewell Cooperative Contract Number # 061324-OFF, the attached Statement of Work (Exhibit A), and this Standard Contract. The client will have all rights and remedies available to Sourcewell as set forth in Contract Number #061324-OFF.
- 1.2 Statement of Work and the Services. ODM shall perform, at its sole expense, the support services for the coordination, management, and provision of Agency's off duty uniformed deputy ("**Deputies**") outside employment services (the "**Services**") to third-party customer ("**Customers**") as described in this Agreement and the statement of work attached hereto and incorporated herein as Exhibit A ("**Statement of Work**"). ODM shall provide the requisite employees, agents, and independent contractors (collectively, "**Staff**") and resources necessary to provide Agency with the Services.
- 1.3 Invoicing and Payment. Agency acknowledges that ODM will charge Customers the deputy's pay rate plus an administrative fee per assignment with a Customer (each, an "**Assignment**") as specified in the Statement of Work and any applicable sales tax if required by any state or local taxing authority. ODM reserves the right to require Customers to either prepay or pay by credit card for the Assignment, including any applicable administrative fee and sales tax. Customer shall pay ODM's invoice within thirty (30) days after the date that Customer receives such invoice. An overdue payment charge of 1.5% per month may be imposed by ODM on all past due, undisputed balances. Where state law mandates a lower past due payment charge, the overdue payment charge shall be lowered to the highest rate that is legally permitted. If payment of such unpaid, past due, and undisputed amounts is not promptly received in accordance with the terms hereof, then ODM will have the option to terminate services with Customer following ODM's provision of at least two (2) days' notice to Customer. For Customers paying by credit or with a debit card, there will be an additional 3.0% bank fee assessed. ODM may change the administrative fee it charges to Customers annually on thirty (30) days' notice to Customers and Agency.
- 1.4 Permits and Licenses. ODM shall obtain and maintain, at its sole expense, all necessary permits, licenses, and government approvals needed to perform its obligations under this Agreement. To the extent possible and requested by ODM, Agency shall provide reasonable assistance in obtaining such permits, licenses, and government approvals.
- 1.5 Business Name. ODM shall conduct business under its own name. ODM shall not use Agency's name in providing the Services.
- 1.6 ODM's Judgment. ODM shall determine the specific time and manner in which the Services are performed pursuant to this Agreement, and the resources that are used to perform such Services. Agency shall have no authority to direct the day-to-day activities of ODM or any of ODM's Staff. Agency retains sole authority and responsibility for Deputies' behavior when working off-duty for a Customer on an Assignment.

2. Term and Termination

- 2.1 Term. This Agreement commences on the Effective Date and shall continue in full force and effect until terminated in accordance with Section 2.2 (the "Term").
- 2.2 Termination. Either Party may terminate this Agreement for convenience and without cause, at any time, by giving the other Party thirty (30) days advance written notice designating the date of termination. Each Party may terminate this Agreement if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice of such breach from the other Party.

3. Relationship

- 3.1 Agency and ODM agree that neither Party has the authority to bind or make any commitment on behalf of the other, nor are any of either Party's employees entitled to any employment rights or benefits of the other Party.
- 3.2 Nothing herein shall be deemed or construed to create a joint venture, partnership, agency, or employer/employee relationship for any purpose.
- 3.3 Agency is interested in the end results to be achieved by this Agreement, and ODM shall have full power and authority to select the means, manner, mode, and methods of performing the Services hereunder, subject to compliance with performance and quality control standards mutually agreed to by the Parties.
- 3.4 ODM shall be solely responsible for paying the wages or other compensation of its Staff and all related withholding taxes, workers' compensation insurance, and other obligations pertaining to its Staff.

4. Confidential Information

- 4.1 Definition of Confidential Information. Any non-public information disclosed by either Agency or ODM (in such capacity, the "Disclosing Party") to the other Party (in such capacity, the "Receiving Party") and marked as "Confidential," or any other non-public information the confidential nature of which is reasonably obvious from the content of the information and context of the disclosure (collectively, "Confidential Information") shall be treated by Receiving Party as confidential information of the Disclosing Party. The Confidential Information includes, but is not limited to, personal, consumer, customer, Agency, or employee information; business plans, marketing information, cost estimates, forecasts, bid and proposal data, or financial data; and formulae, products, processes, procedures, programs, inventions, systems, and designs of the Disclosing Party.
- 4.2 Ownership and Use. The Receiving Party acknowledges that all Confidential Information remains the property of the Disclosing Party. The Receiving Party agrees not to use any Confidential Information for any purpose except to perform its obligations under this Agreement. The Receiving Party shall keep all Confidential Information in confidence and shall not disclose any Confidential Information to any third party without the prior approval of the Disclosing Party. Such obligations do not apply to information that (i) is or hereafter becomes generally known to the public without any breach of this Section 4 by the Receiving Party; (ii) is hereafter furnished to the Receiving Party by a third party without restriction on disclosure; (iii) is independently created by the Receiving Party without usage of the Disclosing Party's Confidential Information; or (iv) was known by the Receiving Party prior to its disclosure by the Disclosing Party.
- 4.3 Compelled Disclosure. In the event the Receiving Party becomes or may become legally compelled to disclose any Confidential Information (whether by deposition, interrogatory, request for documents, subpoena, civil investigative demand or other process, the requirements of any exchange on which the securities of such Party are listed, or otherwise), the Receiving Party shall provide to the Disclosing Party prompt prior written notice of such requirement (unless legally prohibited) so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement.
- 4.4 Protection. ODM will implement and maintain commercially reasonable physical, technical, and administrative measure for Agency's Confidential Information in the possession, custody, or control of ODM in order to (i) safeguard the security and confidentiality of the Confidential Information; (ii) protect against anticipated threats or hazards to the security or integrity of such Confidential Information; and (iii) protect against unauthorized access to or use of such Confidential Information. ODM has established and will follow procedures for all employees with access to Agency's Confidential Information to protect the privacy of such information. At a minimum: (a) ODM shall not transmit Agency's Confidential Information across unsecured communication channels and shall use commercially reasonable efforts to ensure that all Agency's Confidential Information, whether in transmission or storage, is secured against unauthorized access and/or distribution through encryption, authentication, and robust access, distribution, and replication controls; (b) ODM shall implement security assessment tools to monitor the system resources and security controls; (c) ODM shall implement and maintain detection and intrusion response and recovery plans for monitoring potential unauthorized access to its systems and shall maintain regularly updated anti-virus and spyware software on all computers (laptops, desktops, servers, etc.) connected to its network; and (d) ODM shall implement and maintain security alert mechanisms to generate alerts on attempted breaches and attacks that could compromise the integrity of Agency's Confidential Information.

- 4.5 **Security.** ODM will notify Agency as soon as possible in the event ODM believes or has reason to believe that either a loss of Agency's Confidential Information or a security breach relating to the same has occurred and will provide Agency any available information relating to the breach.
- 4.6 **Return.** Within five days following the earlier of (i) the request of the Disclosing Party; or (ii) the expiration or termination of this Agreement, the Receiving Party shall return to the Disclosing Party (or, at the Disclosing Party's instruction, destroy) all of the Disclosing Party's Confidential Information. If the Disclosing Party requests destruction, such Confidential Information must be destroyed by modifying, shredding, erasing, or otherwise making the information unreadable or undecipherable. Notwithstanding the foregoing, the Receiving Party may retain copies of the Disclosing Party's Confidential Information if required by applicable law, regulation, or bona fide records retention policy, subject to the ongoing obligations of nondisclosure and nonuse herein in accordance with the terms hereof. In addition, the Receiving Party shall not be required to return or destroy any documents or information to the extent the same have been backed up in accordance with the Receiving Party's backup of its systems.
- 4.7 **Injunctive Relief.** The Parties acknowledge that the Disclosing Party may not have an adequate remedy at law in the event of any breach or threatened breach of this Section 4 pertaining to the Disclosing Party's Confidential Information and that the Disclosing Party may suffer irreparable injury as a result. In the event of any such breach or threatened breach of this Section 4, the Receiving Party hereby consents to the Disclosing Party seeking injunctive relief without the posting of any bond or other security.

5. Trademarks and Intellectual Property

- 5.1 Except as expressly stated herein, each party retains all rights, title, and interest in and to its intellectual property.
- 5.2 ODM is, and shall be, the sole and exclusive owner of all right, title, and interest in and to all intellectual property developed and/or deployed in the performance of the Services, including any methods, systems, plans, software (including the OfficerTRAK® software), tools, and equipment.
- 5.3 The performance of the Services may require Agency to make use of ODM's technology, such as, but not limited to, the OfficerTRAK® software, the use of which requires the acknowledgment and agreement to the terms and conditions thereof. Agency acknowledges and agrees that failure to comply with the terms of use thereof constitutes a breach of Agency's obligations hereunder.
- 5.4 During the Term, ODM shall have the right, but not the obligation, to publicly announce (e.g., on ODM's website and other promotional materials) that Agency is a customer of ODM and a user of the Services. This right includes the use of the agency insignia (badge/patch). Following the Term, ODM may reference Agency as a past customer.

6. Warranties; Disclaimer; Indemnification

- 6.1 ODM represents and warrants that all Services shall be performed: (i) in a professional, workmanlike, and timely manner; (ii) in accordance with generally accepted standards for the industry; (iii) in compliance with all Agency policies and procedures related to off-duty or secondary employment provided in writing to ODM ("**Agency Policies**") and all laws, rules, and regulations applicable to the Services and/or ODM in its performance and delivery of the Services ("**Applicable Laws**"). Should those Agency Policies or Applicable Laws change after the Effective Date, ODM may be entitled to an equitable adjustment to this Agreement, including an immediate increase in the administrative fee it charges to Customers.
- 6.2 Except as expressly set forth in Section 6.1, ODM hereby disclaims all other representations and warranties, whether express or implied.
- 6.3 Except as expressly set forth in Section 6.1, ODM hereby disclaims all other representations and warranties, whether express or implied.
- 6.4 **Indemnification by ODM.** Subject to Section 6.5, ODM shall defend Agency from any claims, demands, suits, or proceedings made or brought by a third party ("Claims") against Agency and indemnify and hold Agency harmless from and against actual losses, damages, civil penalties, costs, reasonable outside legal fees, and expenses finally awarded in a non-appealable judgment in connection with, or agreed via settlement of, such Claims (collectively, "Losses") to the extent such Claims arise directly out of or result directly from: (i) any material breach by ODM of Section 4 of this Agreement that results in the misappropriation, loss, or compromise of Agency Confidential Information; (ii) the gross negligence, intentional misconduct, or fraud of ODM in the performance of this Agreement; or (iii) Agency's access to, or usage of, OfficerTRAK® in accordance with this Agreement directly infringing, violating, or misappropriating a copyright, patent, trade secret, or other intellectual property right of a third party (an "IP Claim").

- 6.5 **Limited Remedies.** If the use of OfficerTRAK® is enjoined based on an IP Claim or ODM determines at its discretion that such use may be enjoined, ODM may, at its sole discretion and expense, (i) procure for Agency the right to continue using OfficerTRAK®; (ii) replace OfficerTRAK® with a non-infringing platform with substantially the same functionality; or (iii) modify OfficerTRAK® so that it becomes non-infringing, but has substantially the same functionality. This Section 6.4 together with the indemnity provided under Section 6.3, states Agency's sole and exclusive remedy, and ODM's sole and exclusive liability, regarding any IP Claim.
- 6.6 **Limitations.** ODM will not be liable for any Losses and will have no obligations under Section 6.3 to the extent the Losses or the Claim arise from (i) Agency's acts or omissions; (ii) ODM's compliance with Agency's directions, specifications, instructions, or procedures; or (iii) an IP Claim arising from (a) derivatives or other modifications of OfficerTRAK® made other than by ODM, if such Claim would not have arisen but for the derivatives or modifications; or (b) Agency's combination of OfficerTRAK® with any software or other product not provided by ODM, if such Claim would not have arisen but for the combination.
- 6.7 **Indemnification Procedure.** In the event of any Claim for which indemnification is available, Agency shall give prompt written notice of any such Claim to ODM. ODM shall have the right to control and direct the investigation, defense, and settlement of each such Claim. Agency shall reasonably cooperate with ODM (at ODM's sole cost and expense) in connection with the foregoing. Agency may participate in the defense of the Claim with counsel of its own choosing, at its own cost and expense, on a strictly monitoring basis. ODM shall not enter into any settlement or resolution of any Claim that would constitute an admission of guilt or liability on the part of Agency, without Agency's express prior written consent (such consent not to be unreasonably withheld, conditioned, or delayed).

7. Insurance

ODM, at its own cost and expense, will maintain the following minimum insurance coverages throughout the Term of this Agreement with an insurance carrier which is at least rated "A-" or "VII" by A.M. Best (or equivalent, if not rated by A.M. Best):

General Liability	\$1,000,000 each occurrence/\$5,000,000 aggregate
Employer's Liability	\$1,000,000 each occurrence
Workers Compensation	State Statutory
Automobile Liability	\$1,000,000 (excludes collision insurance)
Cyber	\$2,000,000 each occurrence

A combination of primary and excess/umbrella liability policies will be acceptable to meet the limits specifically required hereunder. All certificates of insurance shall name Agency as an additional insured with respect to general liability coverage and shall require that Agency be provided with at least thirty (30) days advance written notice of cancellation. General Liability insurance shall cover claims for bodily injury, death, personal injury, and property damage occurring during the performance of the Services. ODM shall provide certificates of insurance to Agency prior to the Effective Date and thereafter upon the renewal of all policies to be maintained hereunder.

8. General Provisions

- 8.1 **Notices.** Legal notices under this Agreement (other than routine operational communications) shall be in writing. Notices may be served by certified mail, postage paid with return receipt requested; by private courier, prepaid; by facsimile, or other telecommunication devices capable of transmitting or creating a written record; or personally. Mailed notices shall be deemed delivered three (3) days after mailing, properly addressed. Couriers notices shall be deemed delivered on the date that the courier represents that delivery will occur. Telecommunicated notices shall be deemed delivered when receipt is either confirmed by confirming transmission equipment or acknowledged by the addressee or its office. Personal delivery shall be effective when accomplished. Unless a Party changes its address by giving notice to the other Party as provided herein, notices shall be delivered to the Parties as follows:

If to ODM, to: 1906 Ave D, #200, Katy, Texas 77493; and If to Agency, to:

Attn: Sheriff Matthew Lindemann, 508 South Rock Street, Georgetown, Texas, 78626

- 8.2 **Assignment and Delegation.** Neither Party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior, written consent of the other Party. Any assignment or other transfer in violation of this Section will be null and void. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties hereto and their permitted successors and assigns.

- 8.3 Governing Law/Jurisdiction. This Agreement, and any and all disputes directly or indirectly arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of Texas, without reference to the choice of law rules thereof. Each of the Parties hereby irrevocably consents and submits to the exclusive jurisdiction of the state and federal courts located in the State of Texas for any such disputes, and hereby irrevocably waives any objections to the laying of venue in such courts.
- 8.4 Attorneys' Fees and Court Costs. If any suit or action arising out of or related to this Agreement is brought by any Party, the prevailing Party shall be entitled to apply to the courts for the recovery of any direct and reasonable costs and fees (including, without limitation, direct and reasonable attorney fees, the fees and costs of experts and consultants) incurred by such Party in such suit or action, including, without limitation, any post-trial or appellate proceeding.
- 8.5 Limitation of Liability. EXCEPT IN CONNECTION WITH A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD: (I) NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM SUCH OTHER PARTY'S RIGHTS) FOR CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, LOSS OF USE, OR LOSS OF GOODWILL OR REPUTATION) WITH RESPECT TO ANY CLAIMS BASED ON CONTRACT, TORT, OR OTHERWISE (INCLUDING NEGLIGENCE AND STRICT LIABILITY) ARISING OUT OF THIS AGREEMENT, REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF; AND (II) EACH PARTY'S MAXIMUM LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, OR OTHERWISE), WILL NOT EXCEED THE AGGREGATE AMOUNT OF THE ADMINISTRATIVE FEES PAID TO ODM BY CUSTOMERS UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM ARISES..
- 8.6 Entire Agreement. This Agreement, including Exhibit A, constitutes the final, complete, and exclusive statement of the agreement between the Parties with respect to the subject matter hereof and cannot be altered, amended, or modified except in writing signed by an authorized representative of each Party. If there is any conflict between the terms set forth in body of this Agreement and Exhibit A, the terms in the body of this Agreement shall control.
- 8.7 Headings. The section headings in this Agreement are included for convenience only; they do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.
- 8.8 Survival. The following provisions shall survive expiration or termination of the Agreement: Sections 3, 4, 5.1, 5.2, 5.4, 6.2, and 8.
- 8.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which is deemed an original, but all of which together shall constitute one and the same instrument. Further, each Party agrees to accept signature pages via fax, PDF, DocuSign, and similar electronic means as originals.
- 8.10 Severability. In the event that any provision contained in this Agreement is held to be unenforceable by a court of competent jurisdiction, the validity, legality, or enforceability of the remainder of this Agreement shall in no way be affected or impaired thereby.
- 8.11 Employment Contracts. Any responsibility and/or liability with regard to any employment contract between Agency and any Deputy assigned to a Customer worksite shall be the exclusive responsibility and/or liability of Agency, and ODM shall not be a party to any such agreement. ODM will have neither responsibility nor liability in connection with, or arising out of, any such employment contract except to prepare checks and to pay any such Deputy who is a party to such a contract, in conformity with the information provided by Agency. With respect to any employment contract between Agency and any Deputy assigned to a Customer worksite, Agency shall be acting solely on its own volition and responsibility with regard to all aspects of any such contract, including, but not limited to, its negotiation, compliance, implementation, renewal, enforcement, and termination.
- 8.12 Authority. This Agreement shall be valid and enforceable only upon signature by an authorized person with authority to execute this Agreement on behalf of each Party. The individual signing this Agreement on behalf of a Party represents, warrants, and guarantees that he or she has full authority to do so. Each Party represents that it has the power and actual authority to enter into this Agreement and to be bound by the conditions and terms contained herein.
- 8.13 Waiver. No delay or omission by a Party in exercising any right or remedy under this Agreement shall operate to impair such right or remedy or be construed as a waiver thereof.

- 8.14 Force Majeure. Neither Party shall be liable to the other Party in any manner whatsoever if it is unable to perform any of its obligations under this Agreement due to any cause beyond its reasonable control, including, but not limited to, acts of God, war, national emergency, riots, civil commotion, terrorism, fire, explosion, flood, epidemic, acts of Government, highway authorities, telecommunications network operators, hosting providers, or interruption of, or inability in obtaining, supplies or services from third parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Off Duty Management, Inc.:

By: _____

Printed Name: Sherry Rowley

Title: Chief Executive Officer

Date: 6/27/2025

Williamson County Sheriff's Office

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A STATEMENT OF WORK

Scope of Services

ODM will manage all external Customer requests for the off-duty Deputies' outside employment services as of ODM's publication of the first Assignment. ODM will manage the following for Agency in connection with the Assignments:

- Deputy payroll
- Scheduling
- Invoicing/collections

Policies/Procedures

- ODM will comply with all applicable Agency Policies.
- ODM will coordinate with Agency should there be any questions regarding a Customer or Assignment.
- Agency will modify its existing Agency Policies to incorporate ODM management and administration.

Payroll/Rates and Fees

- Deputies interested in working for ODM will be required to sign up as 1099 contractors for ODM.
- Deputies will be paid weekly for any Assignments completed through ODM for the prior week.

Pay Rates

Type	Hourly Rate	Notes
Regular	\$70	
Traffic	\$70	
Supervisor	\$70	
Holiday	\$70	
Emergency	\$70	

Agency Vehicle Fees

- Agency vehicle fee is \$14 per hour.
- Agency vehicle fees will be sent to the county finance department weekly via ACH.
- Agency is responsible for carrying collision insurance on any Agency vehicles used in connection with an Assignment.

Customer Fees

- Deputy hourly pay rate plus 10.3% ODM administrative fee per hour.
- Agency vehicle hourly fee plus 10.3% ODM administrative fee per hour.

Scheduling

Assignment Selection

- Assignments will be pushed out to Deputies via OfficerTRAK® to their mobile devices once received and approved by Agency.
- Deputies will select and work shifts on a first come first served basis.

Minimum and Maximum per Shift Work

- 3 hours minimum per Assignment.
- Deputies are limited to work a combined (Agency/off-duty) total of 16 hours per day. (monitored by Agency).

Minimum Job Notification

- N/A hours prior to shift start required for Assignments.
- If a request is received fewer than N/A hours prior to Assignment, the emergency pay rate goes into effect.

Agency Assignment

- Requests submitted through Agency's website will default to that Agency in OfficerTRAK®, regardless of location.
- The following agencies will serve as backups for Agency, and Agency must have an agreement with such agencies relating to the same:
 - Williamson County Constables Office – Precinct 1
 - Williamson County Constables Office – Precinct 2
 - Williamson County Constables Office – Precinct 3
 - Williamson County Constables Office – Precinct 4
 - Williamson County Fire Marshal's Office

Insurance Coverages

- ODM will provide insurance coverage as set forth in the Agreement.

OfficerTRAK® Software

- Deputies working for Customer will be required to use the OfficerTRAK® mobile app.
- Agency will be provided access to OfficerTRAK® to view Assignments requested through Agency.
- ODM will provide Agency access to OfficerTRAK® software to create and manage Internal Assignments only (limited to Agency and county Assignments). Assignments and ODM will be viewed by Deputies in the same app. ODM will maintain Deputy information for both databases.
- Agency will create a web page with a link to OfficerTRAK® for Customers to request service online.

OfficerTRAK® Training

ODM will provide the following training to Agency and Deputies:

Online

- Administrators – training guides and virtual training
- Deputies – training guides and practice jobs

OR

Onsite

- Administrators – training guides and onsite training
- Deputies – training guides, practice jobs, and onsite training