

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

---

---

**COUNTY ADDENDUM No. 2  
WITH  
OFF DUTY MANAGEMENT, INC.  
SERVICES AGREEMENT**

---

---

THIS ADDENDUM No. 2 TO THE OFF DUTY MANAGEMENT, INC. SERVICES AGREEMENT ("Amendment") is entered into as of the last party's execution hereof, by and between Williamson County, Texas ("Agency"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Off Duty Management Inc. ("ODM"), both of which are referred to herein as the parties.

**WHEREAS**, the Agency and ODM agreed to a Services Agreement, dated effective July 15, 2025 ("Agreement"), setting forth the terms and conditions pursuant to which ODM agreed to provide certain services.

**WHEREAS**, the Parties desire to amend the Agreement to increase the hourly rate for the use of Agency Vehicles from \$14 per hour to \$15 per hour.

**NOW THEREFORE**, the Parties agree that the Agreement is amended as follows:

**AMENDMENT**

- I. This Amendment will revise the hourly rate for the use of Agency Vehicles from \$14 per hour to \$15 per hour, as set out in Off Duty Management's Statement of Work update effective October 14, 2025, attached hereto and in accordance with the Cooperative Purchasing Contract Sourcewell #061324-OFF.

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day

after the later of (1) the date the County receives the goods under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

- II. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment and to fulfil its obligations under the SOW; and, furthermore, the Agreement and this Amendment are the valid, binding, and enforceable obligations of such party.
- III. All other terms of the Agreement which have not been specifically amended herein shall remain the same and shall continue in full force and effect.
- IV. Incorporated Documents: This Amendment constitutes the entire Agreement between both parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Amendment include the following:
  - A. Williamson County Addendum No. 1;
  - B. Off Duty Management Services Agreement;
  - C. Off Duty Management Statement of Work updates effective 10/14/2025 and;
  - D. Sourcewell Contract #061324-OFF, incorporated by reference.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

**Off Duty Management Inc.**

By: Sherry Rowley

Printed Name: Sherry Rowley

Title: Chief Executive Officer

Date: August 27, 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: Aug 27 2025 Time: 4:58 pm

**Reviewed by Contract Audit**

SARA GREER, CGAP

Contract Auditor

Williamson County Auditor's Office

Date: Aug 27 2025 Time: 3:02 pm



*Built By Officers For Officers*

**EXHIBIT A -- STATEMENT OF WORK**  
**Williamson County Sheriff's Office, TX**  
*Updates are Effective October 14, 2025*

**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 \$15 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 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

**Agency acknowledges this Updated Statement of Work:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Off Duty Management, Inc.

By: 

Date: 8/25/2025

Name: Sherry Rowley

Title: CEO