- STATE OF TEXAS VEHICLE REIMBURSEMENT
  - 8888888 AGREEMENT WITH
  - **NON-GOVERNMENTAL**
  - **ORGANIZATION**
  - REGARDING OFF-DUTY
- **COUNTY OF WILLIAMSON CONTRACTING OF COUNTY DEPUTIES**

#### (Special Event Form)

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (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 NON- GOVERNMENTAL ORGANIZATION, 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 DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.
- 2. It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time). If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. GOVERNMENTAL ORGANIZATION, 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itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
- 3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain event general liability insurance for the 24-hour period covering each day of the event. Such temporary policy shall be 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 commence at October 1, 2025 and terminate at September 30, 2026. Any extension of this AGREEMENT must be set forth in writing and signed by both parties. Either party may terminate this Agreement, for convenience and without cause, by providing ten (10) days' notice 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 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 NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of \$\_\_\_\_15\_.00 per hour per vehicle (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).
- 8. NON-GOVERNMENTAL ORGANIZATION 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. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA as soon as possible after conclusion of the event. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten days of the invoice date. Reporting must be submitted to:

LEA:

At the address set forth on signature page below.

COUNTY:

Williamson County Auditor's Office

Attn: Finance Director 710 Main Street, Suite 301 Georgetown, Texas 78626

- 9. NON-GOVERNMENTAL ORGANIZATION 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, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY 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.

### **NON-GOVERNMENTAL ORGANIZATION:**

Name of Organization: Grace Bible Church

Signature:
Printed Name: Keith Kilpatrick
Title: Executive Pastor
Date: September 16, 2025
WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:
Name of Office: Williamson County Sheriffs Office
Printed Name of Official: Matthew Lindemann
Signature of Official: Matthew Lundemann
Date: September 16, 2025
Address of Office: 508 S. Rock St.
Georgetown, Texas 78626

# $\frac{\text{COUNTERPART SIGNATURE PAGE REGARDING COUNTY-VEHICLE USE DURING}}{\text{OFF-DUTY SERVICES OF}} \\ \frac{\text{COUNTY DEPTUIES}}{\text{COUNTY DEPTUIES}}$

## 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:		
Williamson Count	ty Judge or	
Presiding Officer,		
Williamson Count	ty Commissioners Court	
710 Main Street, S	Suite 105	
Georgetown, Texa	ıs 78626	
Date:	, 20	

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