

STATE OF TEXAS	§	STANDARD AGREEMENT WITH
	§	LOCAL GOVERNMENTAL ENTITY
	§	REGARDING OFF-DUTY
	§	CONTRACTING OF COUNTY
COUNTY OF WILLIAMSON	§	LAW ENFORCEMENT AGENCY
		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 Law Enforcement Agency (hereinafter, "LEA").

For and in consideration of the permission given by County for the LGE 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 LGE, 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 policies or rules of the LGE. To the extent applicable, 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. ***LGE expressly acknowledges and agrees that such Deputies are at all times independent contractors of LGE when contracted 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. If the permission of the County is withdrawn, the LGE agrees to terminate its contractor relationships with Deputies.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itself to release and hold harmless the County from any liability or claim for damages in the event such permission is withdrawn by the County.
3. Prior to the beginning of Deputies performing services for the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas, intergovernmental risk pool or equivalent coverage through the Texas Municipal League Intergovernmental Risk Pool 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 initial term of this Agreement shall begin on October 1, 2026 and shall terminate on September 30, 2027 ("Initial Term"). Following the Initial Term, this Agreement shall automatically renew for up to two (2) additional one (1) year renewal terms (each being a "Renewal Term"), with October 1st being the first day of any such Renewal Term. The Agreement and the rates set out herein may be revisited with proper approvals from the applicable governing bodies and elected official(s) each fiscal year. Either party may

terminate this Agreement, for convenience and without cause, by providing thirty (30) days' advance written 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 LGE for the reimbursement amounts for Deputies' vehicle usage at the rate of **\$ 18.00 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 boundaries; 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. On a monthly basis for each vehicle used by Deputies, LGE agrees to cause Deputies to maintain a written log of all times that vehicles are used for off-duty work, whether the vehicle is actually driven or parked. LGE shall provide such vehicle time records to County and LEA 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:

LEA: At the address set forth on the signature page below.

County: Williamson County Auditor's Office
Attn: Finance Director
1848 Texas Trail
Georgetown, Texas 78626
9. LGE agrees that it shall pay Deputies directly and file all applicable reporting forms with the Internal Revenue Service, as determined by the LGE.
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. The parties to this Agreement hereby agree that the Local Governmental Entity Regarding Off-Duty Contracting of County Law Enforcement Agency Deputies ("Original Agreement") that was previously executed by the parties and in effect as of the date this Agreement was fully executed and any amendments to the Original Agreement shall terminate effective as of the first day of the Initial Term set out hereinabove. Upon such complete execution of this Agreement and the termination of the Original Agreement and its amendments, the Original Agreement and its amendments shall cease to be effective and shall be wholly supplanted by this Agreement.

12. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County or LGE, or 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: Michael Tucker

Title: Board President

Date: July 9, 2026

**WILLIAMSON COUNTY LAW
ENFORCEMENT AGENCY (LEA):**

LEA: Williamson County Sheriff's Office

Printed Name of Official: Matthew Lindemann, Williamson County Sheriff

Signature of Official: 

Date: September 11, 2026

Address of Office: 508 S. Rock Street
Georgetown, Texas 78626

COUNTERPART SIGNATURE PAGE
REGARDING COUNTY VEHICLE USE
DURING OFF-DUTY SERVICES OF
COUNTY DEPUTIES

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: _____
Williamson County Judge or
Presiding Officer,
Williamson County Commissioners Court
1848 Texas Trail
Georgetown, Texas 78626

Date: _____, 20____

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