

STATE OF TEXAS

COUNTY OF WILLIAMSON

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**FIRST AMENDED
STANDARD AGREEMENT
WITH CTRMA
REGARDING OFF-DUTY
CONTRACTING OF COUNTY
CONSTABLE DEPUTIES**

This interlocal agreement (hereinafter, the "AGREEMENT") is entered 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 with 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 and COUNTY expressly acknowledge and agree 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. During the term of this AGREEMENT and thereafter so long as COUNTY shall be subject to any possible claim or threatened, pending or completed proceeding as a result of an indemnifiable event based on the indemnification provisions set forth in paragraph 4 below, CTRMA shall maintain in full force and effect for the benefit of COUNTY law enforcement liability insurance from a company authorized to do business in the State of Texas with minimum amounts of One Million Dollars, (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate coverage. Upon request by the COUNTY, CTRMA shall provide proof of insurance endorsement with its insurance carrier ("EL217 - Indemnification Under Contract").
4. **INDEMNIFICATION :** TO THE FULLEST EXTENT PERMITTED BY LAW, CTRMA SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES (OTHER THAN DEPUTIES), AGENTS,

REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, EXCEPT TO THE EXTENT CAUSED BY THE ACTS, OMISSIONS, NEGLIGENCE, BAD FAITH OR WILFUL MISCONDUCT OF ANY OF THE INDEMNITEES.

5. Unless terminated earlier as provided herein, the term of this AGREEMENT shall begin on the December 10, 2019 and shall terminate on September 30, 2020 and will have three one (1) year automatic renewals. If both parties are in concurrence, the AGREEMENT will automatically renew on October 1, 2020, 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.
6. 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.
7. The COUNTY agrees to provide a fully equipped patrol vehicle in good working condition for use by the DEPUTIES. 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.
8. 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.
9. 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

10. CTRMA agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

11. This AGREEMENT terminates at the end of the term specified in paragraph 4, concurrently with the termination by CTRMA of its contractor relationships with the DEPUTIES, 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.
12. 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.
13. 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

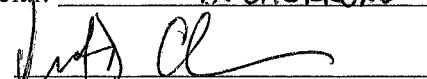
Signature: 

Date: 2-4-20

WILLIAMSON COUNTY CONSTABLE'S OFFICE:

Williamson County Constable Precinct No. 1

Printed Name of Official: VINCENT D. CHERONE

Signature of Official: 

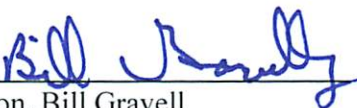
Date: 2-5-2020

Address of Office: 1801 E. OLD SETTLERS BLVD. #105
ROUND ROCK, TX 78664

COUNTERPART SIGNATURE PAGE TO STANDARD AGREEMENT WITH
LOCAL GOVERNMENTAL ENTITY REGARDING OFF-DUTY SERVICES OF
COUNTY DEPTUUES

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.