

# **EXHIBIT**

## **"A"**

### **INTERLOCAL AGREEMENT BETWEEN THE CITY OF ROUND ROCK, TEXAS AND WILLIAMSON COUNTY FOR LAW ENFORCEMENT PERSONNEL FOR THE OUTLAW TRAIL CYCLING EVENT**

This Interlocal Agreement (hereinafter referred to as the "Agreement") is entered into by and between the undersigned Local Governments of the State of Texas, namely the City of Round Rock, Texas, and Williamson County, Texas (hereinafter referred to as the "Local Governments"), acting by and through their respective authorized signatories pursuant to and under authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The undersigned Local Governments may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

#### **RECITALS:**

**WHEREAS**, this Agreement is authorized by Chapter 791 of the Texas Government Code; and

**WHEREAS**, the Parties are local governments as that term is defined in Section 791.011 of the Texas Local Government Code; and

**WHEREAS**, the Parties find that this Agreement is necessary for the benefit of the public; that each Party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; that any division of cost fairly compensates the performing Party for services performed under this Agreement; and the performance of this Agreement is in the common interest of both Parties; and

**WHEREAS**, the Parties desire to enter an Agreement for the Williamson County Sheriff's Office to provide extra-duty employment for the City of Round Rock's Outlaw Trail Cycling Event; and

**WHEREAS**, the Parties, acting by and through their respective signature authorities, do hereby adopt and find the foregoing premises as findings of said governing bodies;

**NOW THEREFORE**, in consideration of the mutual promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

#### **ARTICLE I PURPOSE**

The purpose of this Agreement is for the Williamson County Sheriff's Office to provide law enforcement personnel to provide traffic control for the City of Round Rock's Outlaw Trail Cycling Event on October 13, 2018 as set forth in Exhibit "A" to this Interlocal Agreement.

## **ARTICLE II CONTRACT DOCUMENTS**

This Interlocal Agreement, along with the “Williamson County Sheriff’s Office Employers Request for Secondary Employment of Law Enforcement Services” (Exhibit “A”) and the “Master Agreement for Extra-Duty Employment” (Exhibit “B”), both exhibits incorporated herein by reference for all purposes, shall collectively form the contract documents.

## **ARTICLE III TERM**

The term of this Agreement shall commence on the date on which all Parties hereto have executed this Agreement (“Effective Date”). This Agreement terminate upon successful completion of services.

## **ARTICLE IV CURRENT REVENUE**

The City of Round Rock hereby warrant that all payments to Williamson County shall be paid from current revenues available as required by the Interlocal Cooperation Act.

## **ARTICLE VII GENERAL PROVISIONS**

- A. Approval by Governing Bodies. This Agreement has been approved by the governing bodies of the Parties.
- B. Tax Exempt. The County and the City are bodies corporate and politic under the laws of the State of Texas and claim exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services subject hereof are being secured for use by County. Exemption certificates will be provided upon request.
- C. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.
- D. Notices. Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper Party, at the following address:

City: City of Round Rock  
City Manager  
221 E Main Street  
Round Rock, TX. 78664

With Copy to: Stephan L. Sheets, City Attorney  
309 East Main Street  
Round Rock, TX 78664

County: Williamson County Judge  
710 Main Street, Suite 101  
Georgetown, Texas 78626

With Copy to: Williamson County Sheriff's Office  
508 South Rock Street  
Georgetown, Texas 78626

- E. 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. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- F. Dispute Resolution. The Parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between the Parties which arises out of or relates to this Agreement whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the Parties are unable to resolve the Claim within thirty (30) days following the date in which one Party sent written notice of the Claim to the other Party, and if a Party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the Parties, except that each Party shall bear its own attorneys' fees. Nothing herein is intended to prevent either Party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.
- G. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the Parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

- H. Relationship 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.
- I. No Agency Relationship: It is understood and agreed that County shall not in any sense be considered a partner or joint venture with the City, nor shall any of the Parties in any manner hold themselves out as an agent or official representative of the County.
- J. Entire Agreement. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each Party to this Agreement.

EXECUTED TO BE EFFECTIVE this \_\_\_\_ day of \_\_\_\_\_, 2018.

WILLIAMSON COUNTY, TEXAS

CITY OF ROUND ROCK, TEXAS

By: \_\_\_\_\_  
County Judge

By: \_\_\_\_\_  
Craig Morgan

Title: Williamson County Judge

Title: Mayor

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

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

For City, Attest:

By: \_\_\_\_\_  
Sara White, City Clerk

For City, Approved as to Form:

By: \_\_\_\_\_  
Stephan L. Sheets, City Attorney

# EXHIBIT "A"



**ROBERT CHODY**  
WILLIAMSON COUNTY SHERIFF  
508 South Rock Street  
Georgetown, Texas 78626  
Phone (512) 943-1300 \* (512) 943-1393

*WILLIAMSON COUNTY SHERIFF'S OFFICE*  
*Employers Request for Secondary Employment of Law Enforcement Services*

**NAME OF BUSINESS/VENDOR:** City of Round Rock

**Today's Date:** August 10, 2018

**TYPE OF BUSINESS:** ☒ Traffic Control ☐ Security ☐ Other: \_\_\_\_\_

**ADDRESS:** 221 East Main, Round Rock 78664 **PHONE:** 512-218-5540 **FAX:** 512-218-5548

**PERSON TO WHOM OFFICER WILL REPORT:** Jenene Jeffries-Uhrig **PHONE:** 512-801-2616

**NAME OF OWNER:** \_\_\_\_\_ **EMPLOYEE ID# OR SS#:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**EXTRA DUTY EMPLOYMENT:** ☒ Law Enforcement ☐ Non Law Enforcement

**JOB CLASSIFICATION:** ☒ Temporary (Less than 30 days) ☐ Permanent (More than 30 days)

**TEMPORARY EMPLOYMENT:** Start Date: 10/13/18 End Date: 10/13/18 Start time: 7:45am End Time: 12:30pm

**DESCRIPTION OF DUTIES AND LOCATION:** Duties: Traffic Control Location: CR 122/CR 110; Hwy 29 & 110/120  
CR 110/University; Hwy 29 & CR1660/126

**NUMBER OF DEPUTIES AND VEHICLES NEEDED:** Deputies: 4 Vehicles: 4 ☒ Uniform ☐ Plain

**COMMENTS:** Outlaw Trail Cyncling Event

**COORDINATOR** Cath Martel

## EXHIBIT "A"

**DEPUTY'S RESPONSIBILITIES:** A commissioned Williamson County Sheriff's Deputy's primary responsibility while working in a secondary employment capacity as a peace officer, in uniform or plain clothes, is the enforcement of Federal and State laws and County Ordinances, to protect life and property and to keep the peace. DEPUTIES ARE PROHIBITED FROM ENFORCING HOUSE RULES. House rules are defined as rules that are not specifically authorized by state or federal law, and typically rules of the outside employment employer. Deputies follow all Williamson County Sheriff's Office Policies and Procedures.

Deputies engaged as Peace Officers in a secondary employment status will not refuse to assist any citizen requesting or needing assistance. Deputies are expected to take necessary action in an attempt to assist citizens in need of help by calling on-duty deputies, taking reports; effecting arrests; or providing any other services related with the duties of a peace officer.

**EMPLOYERS RESPONSIBILITIES:** The employer agrees to hold harmless Williamson County Sheriff's Office (WCSO) and all WCSO personnel from losses of any kind caused while at the site of the off-duty employment. All Traffic Control jobs must be inspected by WCSO and approved for safety devices and placement before deputies are allowed to work. Jobs that are approved will be charged a three hour minimum for each deputy scheduled and cancelled without 24 hours notice.

**REVOCATION OF SECONDARY EMPLOYMENT APPLICATION/PERMIT:** The Sheriff's designee will not approve any permit or application by a prospective employer that does not meet the requirements of any WCSO Policies and Procedures.

**REASONS FOR REVOCATION:** This list is for example purposes only, and is not intended to be exclusive of other reasons not contained therein:

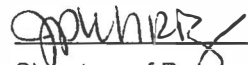
1. A conflict of interest develops between the County and the outside employer.
2. Non payment of employees.
3. Employer is arrested.
4. The employer is under investigation by the District, County Attorneys Office, or any Law Enforcement Agency for violations of law.
5. The employer refuses to cooperate with an investigation related to the extra employment job.
6. The job becomes controversial, such as labor disputes or civil disputes.
7. The Sheriff, acting personally or through a designee, reserves the right to deny any application or job.

**PAY RATES:** \$50.00 per hour with a 3-hour minimum, vehicle rate is \$12.00 per hour. **Total Charged Per Hour = \$62.00**

LESS THAN 24 HOURS NOTICE, COUNTY HOLIDAYS OR SPECIALIZED PERSONNEL MAY REQUIRE A HIGHER RATE.

**THE WILLIAMSON COUNTY SHERIFF'S OFFICE RESERVES THE RIGHT TO DECLINE ANY REQUEST FOR SECONDARY EMPLOYMENT**

### EMPLOYERS' ACKNOWLEDGEMENT OF INFORMATION PROVIDED



Jenene Jeffries-Uhrig

August 10, 2018

Signature of Prospective Employer or Authorized Agent

Print Name

Date

### APPLICATION INFORMATION (OFFICE OF OUTSIDE EMPLOYMENT USE ONLY)

\_\_\_\_\_  
Sheriff / Designee Signature

Approved ☐ Denied ☐

Printed Name \_\_\_\_\_

Emp. # \_\_\_\_\_ Date \_\_\_\_\_

ADDITIONAL COMMENTS \_\_\_\_\_

THE STATE OF TEXAS                    }  
COUNTY OF WILLIAMSON                }

For and in consideration of the permission given by the County of Williamson (hereinafter the COUNTY) for City of Round Rock, (hereinafter called COMPANY), to employ in a private capacity employees of the Williamson County Sheriff's Office (hereinafter EMPLOYEES), while said EMPLOYEES are not on duty with and for the COUNTY, it is hereby agreed as follows:

- | Employee | Date |
|----------|------|
|----------|------|

Employer or Authorized Agent	Date
------------------------------	------

**Sheriff or Designee for Williamson County**

Date \_\_\_\_\_