

INTERLOCAL COOPERATION AGREEMENT BETWEEN VILLAGE OF VOLENTE, TEXAS, AND THE CITY OF JONESTOWN, TEXAS

STATE OF TEXAS §

COUNTY OF TRAVIS §

This inter-local cooperation agreement “the Agreement” is made and entered into by and between Village of Volente, Texas, (the “VILLAGE”) and the City of Jonestown, Texas (the “CITY”), both being political subdivisions of the State of Texas and are sometimes referred to herein as “the Parties”.

WHEREAS, the VILLAGE desires to enter into an inter-local agreement for the provision of law enforcement services within its jurisdiction;

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, authorizes local governments to contract with one another to increase the effectiveness and efficiency of the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the Parties;

WHEREAS, the CITY, acting through its Police Department, is capable of providing such police services; and

WHEREAS, Section 29.003(i) of the Texas Government Code, as amended, authorizes a municipality to enter into an agreement with a contiguous municipality or a municipality with boundaries that are within one-half mile of the municipality seeking to enter into the agreement to establish concurrent jurisdiction of the municipal courts in the municipalities and provide original jurisdiction to a municipal court in which a case is brought as if the municipal court were located in the municipality in which the case arose.

NOW, THEREFORE, the CITY and the VILLAGE agree as follows:

I.

- A. The CITY, acting by and through its Police Department, shall provide law enforcement services to the VILLAGE, including patrols, traffic control, and warrant and detention services in and upon the extra territorial jurisdiction or within the territorial limits on the waters of Lake Travis that fall within the legal control of the VILLAGE. In addition, the CITY shall enforce VILLAGE ordinances and provide service of process issued under the authority of the VILLAGE Code, as authorized pursuant to Section 29.003(a) of the Texas Government Code, as amended, and as provided in the following sections.
- B. In the enforcement of the Village ordinances or criminal cases as detailed in Section 29.003(a) of the Texas Government Code, as amended, the CITY, acting by and through its Police Department, shall:
 - a. Respond to requests for law enforcement services by the VILLAGE on the waters of Lake Travis within the VILLAGE’s extra territorial jurisdiction or territorial limits;
 - b. Provide for the participation of City law enforcement personnel in subsequent legal proceedings resulting from the law enforcement services.
- C. All existing VILLAGE ordinances and any future ordinances, which are enacted by the VILLAGE and which require enforcement, and are applicable to the water of Lake Travis within the VILLAGE’s extra territorial jurisdiction or territorial limits, are incorporated by reference.

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- D. All fines and fees collected by the CITY, pursuant to this Agreement, shall be kept and maintained by the CITY in accordance with the CITY's policies and state law.
- E. In providing the required police and protection services, the CITY, acting by and through its Police Department, will furnish only the equipment and personnel routinely assigned to service the CITY and subject to staffing limitations and resources.
- F. The law enforcement officers, dispatchers and other personnel, who provide services pursuant to this Agreement, are employees or agents of the CITY and the CITY shall maintain supervisory control and command over such employees, subject to Travis County policies.

II.

- A. The VILLAGE shall provide the necessary ordinances to vest the same powers, rights, and privileges in the CITY's police personnel as though such law enforcement personnel were police officers of the VILLAGE.
- B. The VILLAGE shall pay the CITY no dollars or no cents per hour per police officer for services rendered by the CITY law enforcement personnel pursuant to this Agreement. In addition, the VILLAGE shall pay the CITY no dollars and no cents per hour per police boat or vehicle used in the performance of the services rendered by the CITY pursuant to this Agreement. Such hourly charges shall apply to the actual time spent by any Police Officer performing services pursuant to this Agreement calculated from the time the Officer arrives in the VILLAGE until the Officer finishes performing the services. Such charges shall also apply to any additional Officer assigned as back-up personnel to potentially hazardous calls. VILLAGE acknowledges that the CITY will incur costs as a result of enforcing this Agreement. In lieu of payment for the above, the VILLAGE will help offset the costs borne on the CITY resulting from this Agreement by authorizing the CITY and its Municipal Court to receive all of the fines, and/or court fees resulting from this Agreement.
- C. The Parties acknowledge that the cost to the CITY of providing the services described herein may change over time. Therefore, the Parties agree that the CITY may change the hourly rates stated in Section II. B above by giving the VILLAGE a written notice of a rate change delivered in accordance with Section VII. E at least sixty (60) days prior to the effective date of the rate change. If the VILLAGE does not desire to continue to receive services at the rates stated in the notice of rate change, it may terminate this Agreement prior to the effective date of the rate change by giving the CITY written notice delivered in accordance with Section VII. E. If the VILLAGE does not terminate this Agreement, the VILLAGE will be deemed to have accepted the rate change and shall pay the rates stated in the notice of rate change for any services provided by the CITY pursuant to this Agreement on or after the effective date of the rate change.
- D. The CITY shall provide detention services for persons arrested in the VILLAGE for violations of the VILLAGE Ordinances or other offenses within its jurisdiction as detailed in Section 29.003(a) of the Texas Government Code, as amended.
- E. The CITY shall bill (if applicable) the VILLAGE monthly for the services rendered and the VILLAGE shall pay the CITY for the services rendered within thirty (30) days after the billing date.

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III.

- A. The CITY shall provide a magistrate, prosecutor and other necessary court administrative functions to handle cases resulting from this Agreement.
- B. The CITY shall maintain and keep records for all VILLAGE ordinance violation cases and other applicable cases resulting from this Agreement and of all cases involving service or process issued under the authority of the VILLAGE Code that are applicable on the waterway of the Village's Extra Territorial Jurisdiction or territorial limits. When a City police officer executes service of process pursuant to this Agreement, the Officer shall deliver all papers connected with such service to the CITY's magistrate.
- C. The CITY shall provide any necessary forms and documents for the performance of service of process and enforcement activities under this Agreement.
- D. On a quarterly basis the CITY will provide the VILLAGE a report detailing the incident number, type of incident, type of violation, date and time of incident that have taken place within the VILLAGE's jurisdiction.

IV.

- A. The City Administrator, along with the Chief of Police of Jonestown or their designated representative, shall be responsible for administering the terms of this Agreement for the CITY.
- B. The Mayor of the VILLAGE or their designated representative shall be responsible for administering the terms of this Agreement for the VILLAGE.

V.

A. INDEMNIFICATION

- 1. To the extent authorized by law, the VILLAGE agrees to and shall indemnify, save and hold harmless, and defend the CITY, its officials, officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including but not limited to attorney's fees and related costs, for personal injury, death, or property damage, destruction, or loss arising out of or connected in any way with the performance by VILLAGE officials, agents, and employees of the VILLAGE's responsibilities under this Agreement, where such personal injury, death, or property damage, destruction, or loss is caused by the joint negligence of the VILLAGE and any other person or entity or the joint intentional act or omission of the VILLAGE and any other person or entity. Such

indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence or intentional act or omission of the VILLAGE.

- 2. Within three (3) working days of receiving notice of any claim, demand, suit, or any action made or brought against the VILLAGE, arising out of the law enforcement activities conducted pursuant to this

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Agreement, the VILLAGE shall give written notice the CITY of such claim, demand, suit or other action. Said notice shall include: (a) the name, and address of the claimant; (b) the basis of the claim, action or proceeding; (c) the court, if any, where such claim, action, or proceeding was instituted; (d) the name or names of any person or persons against whom such claim is being made.

B. INSURANCE COVERAGE.

1. The VILLAGE shall obtain liability insurance or other acceptable risk coverage, which covers the acts of commission or omission of the CITY employees and the acts of commission or omission of other governmental entities who are assisting the CITY at the CITY's request.
2. The insurance policy or other coverage shall provide coverage in the amount of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) per occurrence and ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) in the aggregate for property damage, bodily injury, or death.
3. Within ten (10) days after execution of this Inter-local Agreement, the VILLAGE shall provide the CITY proof of insurance or coverage by the Texas Municipal League Intergovernmental Risk Pool of the VILLAGE's indemnity obligations under this Agreement. To the extent feasible, the VILLAGE shall have the CITY named as an additional insured under the VILLAGE's insurance policy.

VI.

- A. This Agreement shall commence on the date of execution and shall run through September 30, 2014 and subject to paragraphs C and D below, shall thereafter automatically renew each October 1st for subsequent one (1) year periods.
- B. The VILLAGE shall pay if applicable for services rendered by the CITY from current revenue funds available to the VILLAGE.
- C. The renewal of this Agreement shall be contingent upon the availability of current revenue funds.
- D. Either party may terminate this Agreement immediately with or without cause by providing written notice to the non-terminating party. Upon termination of this Agreement, neither party shall have any obligations to the other party, except to pay for services already rendered.
- E. Any notice under this Agreement shall be in writing and may be either hand-delivered or sent by certified mail, postage prepaid, return receipt requested, to the following addresses:

CITY: City Administrator
City of Jonestown
P. O Box 5023
Jonestown, Texas 78645

Copy to: Chief of Police
City of Jonestown
P. O. Box 5023
Jonestown, Texas 78645

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VILLAGE: Mayor
Village of Volente
15403 Yenawine Way
Volente, Texas 78641

Copy to: City Administrator
Village of Volente
15403 Yenawine Way
Volente, Texas 78641

- F. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement.
- G. The waiver by either party of a breach of this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision.
- H. This is the entire agreement between the CITY and the VILLAGE. No other agreements, statements, or promises relating to the subject matter of this Agreement and which are not contained herein shall be valid or binding. This Agreement may not be amended, except in writing signed by both Parties.

EXECUTED AS OF THE LATER DATE SET FORTH BELOW.

CITY OF JONESTOWN, TEXAS

VILLAGE OF VOLENTE, TEXAS

By _____

By _____

Office _____

Office _____

Date _____

Date _____