



# Sunset Valley Police Department

3205 Jones Road

Sunset Valley, Texas 78745

Ph. (512) 892-1384 Fax (512) 891-9108

*Chief S. M. Ford, MPA  
Administration*

*Lt. R. Andreucci  
Operations*

## Agreement of Understanding Off-Duty Security

The following agreement is established to maintain clear communication and understanding of the security services that will be provided to the Village of Volente by State of Texas Peace Officers assigned by the Sunset Valley Police Department for off-duty security.

The following conditions are applied to this agreement. This is in no way representing a contract between parties, only an understanding of the requirements regarding hiring off duty officers to work in a peace officer position. Both parties involved agree to maintain the relationship and both agree that any changes in the agreement will be done through consistent clear communication between the Off-Duty Coordinator for the Department and the coordinator for the requesting entity.

- SVPD Officers will be paid an off-duty hourly rate of \$35 per hour per officer;
- SVPD Officers working off duty security in the Village of Volente will use a vehicle or ATV type vehicle provided by the Village of Volente;
- In the absence of the vehicle provided by the Village of Volente, the Village of Volente will pay \$15 per hour for the officer to supply their own vehicle or ATV for use;
- SVPD Officers will be compensated by the Village of Volente with full payment for security services and/or equipment within 14 days of the shift worked;
- SVPD Officers will be acting in the capacity of a privately hired state peace officer providing security services to the Village of Volente;
- SVPD Officers will act under the authority of the State of Texas Peace Officer License and enforce state laws as permitted;
- SVPD will answer loud noise complaints and provide visual deterrent within the Village of Volente and it's commercial and recreation area;
- SVPD will not be the primary law enforcement responder to any emergency or "9-1-1" Call for Law Enforcement Service as the law enforcement provider for the Village of Volente is Travis County Sheriff's Office;
- SVPD Supervisors will manage the agreement and are responsible for any complaints per Department policy protocol that arise on any troop providing security services under this agreement to the Village of Volente;
- SVPD Officers will be considered independent security and file a W9 IRS form with the Village of Volente as done with any off duty assignment; and
- SVPD reserves the right to terminate any portion of the Off-Duty agreement and/or suspend any officer from working the Off-Duty agreement if any portion of the agreement conflicts with the Mission and Goals of the Department or Department policies / laws that govern the SVPD.

\_\_\_\_\_  
Chief of Police

\_\_\_\_\_  
Date

\_\_\_\_\_  
Village of Volente Representative

\_\_\_\_\_  
Date



5555 Airport Blvd., Austin, Texas 78751  
 (512) 854-7271 Fax: (512) 854-4554  
 E-mail: gffidubry@co.travis.tx.us

RECEIVED  
 5/30/13

Application for Secondary Employment of Law Enforcement

TODAY'S DATE: 05/21/13

Person/Business/Organization Hiring Officer: Village of Volente, TX  
 Address: 16403 Yenawine Way City: Volente State: TX Zip: 78641  
 Phone: (512) 260-2076 Fax: \_\_\_\_\_ E-mail: volente@villageofvolente-tx.gov Contact Name: Joan Jackson  
 IF Person, Driver's License & State: \_\_\_\_\_ Person SSN or Business Tax ID: \_\_\_\_\_

Traffic Control  Security \*No. of Deputies: 1 \*No. of Vehicles: 1  \*Uniform  \*Non-Uniformed  
 \*The TRAVIS COUNTY SHERIFF'S OFFICE RESERVES THE RIGHT TO DETERMINE THE NUMBER OF OFFICERS NEEDED FOR ALL REQUESTS AND IF JOB REQUIRES NON-UNIFORMED OFFICER(S).  
 Temporary (1 time or less than 6 months)  Periodically (throughout year)  Permanent (regular basis or for 6 or more months)

Start Date: 06/01/13 End Date: 09/01/13 Start Time: 1700 End Time: 2400 Event Title: weekend patrols

Purpose of Request: Increased presence and patrol throughout the village to ensure public safety

Job Location (include facility name and address): Village of Volente City Limits

Person Officer Will Report To: Councilman Christopher Wilder Contact No.:(cell phone preferred): 512-656-2795

Comments: Sat/Sun weekend patrols, citizen interaction, traffic, etc.

**ALL REQUESTS ARE SUBJECT TO APPROVAL:** Local background checks are done on individuals requesting security for private functions. Requests are only filled if there are officers available, we cannot guarantee your request will be filled. Officers are not allowed to work out of Travis County, unless approved by the Sheriff or the Sheriff's designee.

**SUBMISSION OF APPLICATION TIMELINE:**

- Events that will have less than 500 attendees must be submitted at least 14-business days prior to event.
- Events that will have 500 - 1,000 attendees must be submitted at least 30-business days prior to event.
- Events that will have 1,000 or more attendees must be submitted at least 60-business days prior to event.

**OFFICER RESPONSIBILITIES:** A Travis County Sheriff's Officer's primary responsibility while working in a secondary employment capacity, in uniform or plain clothed, 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 are typically rules of the outside employment Contractor. Officers shall follow all Travis County Sheriff's Office (TCSO) Policies and Procedures.

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

**CONTRACTOR'S RESPONSIBILITIES:** The Contractor agrees to hold harmless TCSO and all TCSO personnel from losses of any kind caused while at the site of the secondary employment. All traffic control jobs must be approved by the jurisdictional authority, such as TXDOT or Travis County Transportation and Natural Resources before we allow our officers to work. *Scheduling officers DOES NOT constitute safety approval.*

**REVOCATION FOR SECONDARY EMPLOYMENT APPLICATION/PERMIT:** The Sheriff's designee will not approve any application by a prospective Contractor that does not meet the requirements of any TCSO Policies and Procedures. Examples for revocation are for informational purposes only and is not intended to be exclusive of other reasons not contained therein: a conflict of interest develops between the County and the outside Contractor; non-payment of employees; Contractor is arrested; the Contractor is under investigation by the District and County Attorney's Office, or any Law Enforcement Agency for violations of law; the Contractor refuses to cooperate with an investigation related to the secondary employment job; the job becomes controversial, such as labor or civil disputes; the Sheriff, acting personally or through a designee, reserves the right to deny any application for secondary employment of law enforcement.

**PAY RATES:**

**COUNTY-OWNED VEHICLES** - \$20 per hour with a 2-hour minimum [A Vehicle User Agreement must be completed to utilize these emergency vehicles]

**OFFICERS** - \$40 per hour with a 4-hour minimum

\$43 per hour with a 4-hour minimum - for Police Bicycle Certified Officers (these officers may be utilized for large events)

\$50 per hour with a 4-hour minimum - for requests received less than 48-business hours for need of officer

\$50 per hour with a 4-hour minimum - for supervisors if your request requires a supervisor

\$60 per hour with a 4-hour minimum - per officer on all County-approved holidays

\$60 per hour with a 4-hour minimum - plain-clothed officers [Only specially trained officers are utilized for these requests] We reserve the right to determine if your request requires a plain-clothed officer

*CONTRACTOR'S SIGNATURE SERVES AS ACKNOWLEDGEMENT OF ALL INFORMATION LISTED ABOVE*

CONTRACTOR SIGNATURE: \_\_\_\_\_ PRINT NAME: Christopher R. Wilder DATE: 05/21/13  
 Please print to sign.

[THIS SECTION FOR TCSO USE ONLY]

Major Signature: \_\_\_\_\_ Date: 6-7-13  Approve  Deny

Major Comments: \_\_\_\_\_

Coordinator Assigned: Charles A Williams



RECEIVED  
5/30/13

**Agreement With Regard To Use of Vehicle(s) In Connection  
With Off Duty Employment of County Peace Officer(s)**

This Agreement is made and entered into by and between the following parties: Travis County, acting by and through the Travis County Sheriff's Office (hereinafter referred to as "COUNTY"), and Village of Volente, (hereinafter referred to as "CONTRACTOR").

CONTRACTOR will employ one or more off-duty officers to provide security services/traffic control services, etc. The services to be provided will involve the use of one or more COUNTY vehicles. The Sheriff has determined that the use of the COUNTY vehicle(s) will serve a public purpose (conserve the peace, protect life and property, ensure the public safety, etc.). To ensure that the public purpose is met, the Sheriff will at all times retain control over the vehicle(s). CONTRACTOR will compensate the off-duty officer(s) directly in accordance with a separate agreement or understanding entered into between the CONTRACTOR and the officer(s). CONTRACTOR will reimburse COUNTY \$20.00 per hour for use of the COUNTY vehicle. The parties agree that such reimbursement shall be deemed a donation to the COUNTY under section 81.032 of the Texas Local Government Code.

Job Date(s): Weekend Patrols (Sat/Sun) 6/1/2013 - 9/1/2013

Job Location(s): Village of Volente, TX.

CONTRACTOR

COUNTY

[Signature]  
Authorized Agent Signature

[Signature]  
Authorized Agent Signature

Christopher D. Will  
Printed Name

Mark Sme  
Printed Name

Councilman  
Position

Officer  
Position

5/21/2013  
Date

6-7-13  
Date

Job No.: VV01 2013

**2013**

**Travis County  
Law Enforcement**

Aaron Woloch
Ron Smith
Liz Ewald
Jennifer Boland
Stan Roper
Oscar Gonzales
Jessica Hollis
Charles Williams
Lisa Lucas
Kyle Sass

**2012**

**Travis County  
Law Enforcement**

Louis Moncivais
Jeff Isham
Aaron Wolosh
Kyle Sass
Liz Ewald
Bryan Lee
Charles Williams
Jon Culin
Henry Peters
Oscar Gonzales
Louis Moncivais

## Joan Jackson

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**From:** Off Duty <Off.Duty@co.travis.tx.us>  
**Sent:** Monday, October 21, 2013 12:22 PM  
**To:** 'city.secretary@volentetexas.gov'  
**Cc:** Charles a Williams  
**Subject:** Village of Volente Check 1648  
**Attachments:** Scanned from a Xerox Multifunction Device.pdf

**Importance:** High

Dear Ms. Joan Jackson,

Attached is a copy of check 1648 that I will be returning to you and asking that a new check be submitted.

When I inquired to the amount difference with Deputy Williams, he stated he sent you a revised invoice with the correct amount of \$770, the original was for \$810. He stated this was the last check he will be sending you. I've included a copy of the invoice for \$770.

I could submit the check for deposit but it will take quite some time for the county to reimburse your Office the difference.

I will be mailing this check to your attention.

We apologize for this inconvenience.

Sincerely,  
*Josie Matthias*



GREG HAMILTON, Sheriff

**JOSIE MATTHIAS, OFF DUTY FACILITATOR**  
5555 Airport Blvd., Ste 215  
Austin, TX 78751  
Desk: 512-854-7271 Fax: 512-854-4554  
Hours: Monday – Friday 8:30 am – 4:30 pm  
E-mail: [offduty@co.travis.tx.us](mailto:offduty@co.travis.tx.us)  
Website: [www.tcsheriff.org](http://www.tcsheriff.org)

### **EMAIL CONFIDENTIALITY NOTICE -PRIVILEGED AND CONFIDENTIAL**

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# 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(j) 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.

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

- 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.

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

## 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

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

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 1<sup>st</sup> 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

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

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



By Deane Armstrong

Office Mayor

Date 9-16-2013

VILLAGE OF VOLENTE, TEXAS



By 

Office Mayor

Date 9-24-2013