

INTERLOCAL MUTUAL AID AGREEMENT

BETWEEN

CITY OF WEST LAKE HILLS

AND

CITY OF ROLLINGWOOD

THIS AGREEMENT (“**Agreement**”), made and entered into this 20th day of November, 2019 by and between the City of Rollingwood (“**ROLLINGWOOD**”) and the City of West Lake Hills (“**WLH**”). ROLLINGWOOD and WLH are hereinafter sometimes referred to as a “city” or together as the “cities”.

WITNESSTH:

WHEREAS, the Rollingwood Police Department (“**ROLLINGWOOD PD**”) and the West Lake Hills Police Department (“**WLH PD**”) are responsible for providing for law enforcement and related public services in their respective cities, which can be delivered more efficiently and effectively through cooperative efforts to the benefit of public health, safety, and welfare in both of the cities; and

WHEREAS, the ROLLINGWOOD PD and the WLH PD agree that it is in the best interest of each city to have available to both agencies, additional resources to assist each city respectively, as needed and requested by the host department responsible for public safety including police services as mutually agreed upon by both parties; and

WHEREAS, Chapter 791 of the Texas Government Code authorizes ROLLINGWOOD and WLH to contract, to the greatest possible extent, with one another to increase the efficiency and effectiveness of local governments.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, ROLLINGWOOD and WLH hereby agree as follows:

ARTICLE I. PURPOSE

The purpose of this agreement is to develop a procedure that focuses on providing a safe and healthy environment for citizens of both the City of Rollingwood and the City of West Lake Hills; to foster better relations between citizens and law enforcement personnel in both cities; to deter crime or respond to emergencies through the use of an available law enforcement officer; to enforce local, state, and federal laws when the primary agency serving the affected city is unavailable.

ARTICLE II. ROLLINGWOOD PD’s RESPONSIBILITIES

A. ROLLINGWOOD PD shall, when doing so would not leave ROLLINGWOOD inadequately

provided with police protection as determined by the Chief of the ROLLINGWOOD PD or his/her designee:

1. Respond to emergency situations or incidents when requested by WLH PD officials;
2. Respond to law enforcement related situations or incidents where WLH PD officials request additional personnel or law enforcement resources that they do not have, or have exhausted;
3. Assist in mutual aid incidents including those that require officers with advanced training, to assist in crisis management, criminal investigative scenes, or traffic related incidents, when requested by WLH PD officials; and
4. Provide staffing and resources to WLH PD;

The ROLLINGWOOD PD shall also:

1. Work with WLHPD staff on mutual aid initiatives, planning and operations, to include but not limited to training and educational experiences;
2. Defer all media requests regarding an incident occurring in the City of West Lake Hills to the WLH PD;
3. Pay any expenses incurred by the ROLLINGWOOD PD when responding to a WLH PD request detailed in this agreement, including regular compensation, overtime compensation, and all the costs of all benefits regularly provided by ROLLINGWOOD to the responding employee; and
4. Provide with respect to each of its responding employees workers' compensation coverage and liability insurance coverage.

ROLLINGWOOD PD shall ensure that its responding officers:

1. Provide a professional response and interaction with the general public in the City of West Lake Hills when assisting WLH PD;
2. Operate under ROLLINGWOOD PD policy and procedures, as well as this Agreement;
3. Will be identifiable as ROLLINGWOOD PD officers;
4. Will advise dispatch services through Travis County Sheriff's Dispatch of their response to WLH PD request for assistance, including a description of the reason for response; and
5. Monitor Travis County Sheriff's Dispatch primary channel for calls holding or in progress in the City of West Lake Hills.

ARTICLE III. WLH PD's RESPONSIBILITIES

A. The WLH PD shall, when doing so would not leave WLH inadequately provided with police protection as determined by the Chief of the WLH PD or his/her designee:

1. Respond to emergency situations or incidents when requested by ROLLINGWOOD PD officials;
2. Respond to law enforcement related situations or incidents where ROLLINGWOOD PD officials request additional personnel or law enforcement resources that they do not have, or have exhausted;
3. Assist in mutual aid incidents including those that require officers with advanced training, to assist in crisis management, criminal investigative scenes, or traffic related incidents, when requested by ROLLINGWOOD PD officials; and
4. Provide staffing and resources to ROLLINGWOOD PD.

The WLH PD shall also:

1. Work with ROLLINGWOOD PD staff on mutual aid initiatives, planning and operations, to include but not limited to training and educational experiences;
2. Defer all media request regarding an incident occurring in the City of Rollingwood to the ROLLINGWOOD PD;
3. Pay any expenses incurred by the WLH PD when responding to a ROLLINGWOOD PD request detailed in this agreement, including regular compensation, overtime compensation, and all the cost of all benefits regularly provided by WLH to the responding employee; and
4. Provide with respect to each its responding employees workers' compensation coverage and liability insurance coverage.

WLH PD shall ensure that its responding officers:

1. Provide a professional response and interaction with the general public in the City of Rollingwood when assisting ROLLINGWOOD PD;
2. Operate under WLH PD policy and procedures, as well as this Agreement;
3. Will be identifiable as WLH PD officers;
4. Will advise dispatch services through Travis County Sheriff's Dispatch of their response to ROLLINGWOOD PD request for assistance, including a description of the reason for response; and
5. Monitor Travis County Sheriff's Dispatch primary channel for calls holding or in progress in the City of Rollingwood.

ARTICLE IV. MISCELLANEOUS

A. The Chiefs of ROLLINGWOOD PD and the WLH PD shall each:

1. Communicate efficiently and regularly regarding issues arising pursuant to this agreement;
2. Keep his/her respective city's administration and leadership updated on changes or issues concerning the procedures for implementing this Agreement;
3. Routinely communicate and review the agreement and advise the other when newly adopted policies, procedures or legal restrictions may create a conflict with this Agreement;
4. Arrange meetings at least one time a calendar year to review this Agreement and discuss the success and failures, if any, of this Agreement;

B. This Agreement does not create an employer-employee relationship between the ROLLINGWOOD PD and the officers responding from the WLH PD or the WLH PD and the officers responding from the ROLLINGWOOD PD.

C. Each responding officer shall at all times be an employee of the city with which (s)he is regularly employed, regardless whether (s)he is responding to a call for service in the other city.

D. For purposes of determining civil liabilities for third-party claims due to injuries or damages, pursuant to Gov't Code Section 791.006(b) the city that requests and obtains the services is responsible for any civil liability that arises from the furnishing of those services. Each of the cities shall at all times during the term of this Agreement as extended from time to time maintain general liability insurance, including coverage for operation of vehicles to be used in the performance of this Agreement, in the minimum amount of \$1,000,000 for single occurrence for bodily injury or death and \$500,000 for each single occurrence for injury to or destruction of property.

E. It is expressly understood and agreed that this Agreement does not waive any immunity or defense

that would otherwise be available to a city against third-party claims arising from activities performed under this Agreement.

ARTICLE V. TERM AND TERMINATION

This Agreement shall become effective upon execution and shall renew each year for five calendar years subject to the termination provisions within this Agreement. This Agreement is binding on each city's successors and assigns. This Agreement may be terminated by either city upon written notice to the other for cause, for fiscal reasons or for any reason determined in the sole discretion of the governing body of the city. Notice of termination shall be provided in writing at least thirty (30) days prior to termination date.

ARTICLE VI. NOTICES

Whenever any city desires or is required by law to give notice unto the other city, notice shall be sent by certified mail or hand delivered to:

Chief of Police
City of Rollingwood
403 Nixon Drive
Rollingwood, Texas 78746

Chief of Police
City of West Lake Hills Police Department
911 Westlake Drive
West Lake Hills, Texas 78746

ARTICLE VII. GOOD FAITH

The cities agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the two Chiefs of Police or their designees prior to referring issues to the elected officials of each city.

ARTICLE VIII. MODIFICATION

This Agreement constitutes the full understanding of the cities and no terms, conditions, understandings, or agreements purporting to modify or vary the terms of this Agreement shall be binding unless hereafter made in writing and signed by each of the cities.

ARTICLE IX. NON-ASSIGNMENT

This Agreement, and each and every covenant herein, shall not be capable of assignment, unless the express written consent of both of the Chiefs of Police, or their respective designees is obtained.

ARTICLE X. MERGER

This Agreement constitutes a final written expression of the parties' agreement on the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused the execution of this agreement on the day, month, and year above first written.

[signature page to follow]

The City of Rollingwood

By: _____
Mayor Michael R. Dyson

The City of West Lake Hills

By: _____
Mayor Linda Anthony