

**INTERLOCAL AGREEMENT  
FOR FIRE PROTECTION/PREVENTION AND EMERGENCY SERVICES**

**THE STATE OF TEXAS        )**(

**COUNTIES OF TARRANT  
And DENTON                    )**(

**THIS AGREEMENT**, is made and entered into by the **CITY OF KELLER, TEXAS**, a Home Rule municipal corporation, hereinafter referred to as “**KELLER**”, and the **TOWN OF WESTLAKE, TEXAS**, a Type A General Law municipal corporation, hereinafter referred to as “**WESTLAKE**”, each acting by and through its duly appointed city/town managers (collectively the “Localities”):

**W I T N E S E T H:**

**WHEREAS**, the LOCALITIES are desirous of providing its residents and businesses with a consolidated full-time fire protection/prevention and emergency medical services, and

**WHEREAS**, the LOCALITIES are desirous of conducting a feasibility study to further investigate consolidation of the fire protection/prevention and emergency medical services, and

**WHEREAS**, the LOCALITIES hereto desire to enter into said Agreement to continue to provide fire protection/prevention and emergency medical services at the highest level possible for the Localities in accordance with the terms and conditions set forth herein during the term of the Agreement, and

**WHEREAS**, KELLER and WESTLAKE believe that this Agreement is in the best interests of KELLER and WESTLAKE; and

**WHEREAS**, this Agreement has been approved by the governing bodies of KELLER and WESTLAKE; and

**WHEREAS**, this Agreement shall be in conformance with, and is authorized by, Chapter 791 of the Texas Government Code, more commonly known as the “Interlocal Cooperation Act”.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, THE LOCALITIES HERETO AGREE TO THE FOLLOWING:**

**SECTION 1:** All matters stated above in the preamble are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

**SECTION 2:** This Agreement shall be for a term of sixteen (16) months commencing on April 1, 2021 and ending August 1, 2022. If either party wishes to terminate this Agreement they may do so under the requirements in Section 7 below.

**SECTION 3:** WESTLAKE hereby agrees to perform and provide the following:

- a. The Westlake Fire/EMS Fire Chief shall become the Interim Chief of Keller Fire Rescue and for the Interim Chief to have full operational command and control over Keller Fire Rescue.
- b. The provision of fire protection/prevention and emergency medical services to the Localities shall remain at the same level or higher without any disruption of service delivery.
- c. The integration of Westlake Fire/EMS command staff into the Keller Fire Rescue.
- d. The integration of Westlake Fire/EMS personnel and equipment as needed, into the Keller Fire Rescue.
- e. For the Westlake Fire/EMS to respond to calls in the Keller acting as one department.

**SECTION 4:** Keller hereby agrees to perform and provide the following:

- a. The Keller Fire Rescue Battalion Chiefs shall serve with and integrate into Westlake Fire/EMS.
- b. The provision of fire protection/prevention and emergency medical services to the Localities shall remain at the same level or higher without any disruption of service delivery.
- c. The integration of Keller Fire Rescue command staff into the Westlake Fire/EMS.
- d. The integration of Keller Fire Rescue personnel and equipment as needed, into the Westlake Fire/EMS.
- e. For the Keller Fire Rescue to respond to calls in Westlake acting as one department.

**SECTION 5:** **KELLER AND WESTLAKE shall both:**

- a. Utilize the standard operating practices and procedures.
- b. Utilize existing communication and dispatch.
- c. Westlake and Keller shall maintain its respective compensation packages, human resource and payroll services necessary for the recruitment, screening, employment, and training of all fire, emergency medical service, and rescue personnel required to provide services under this Agreement, including providing all employee policies and procedures and the administration thereof.
- d. All general and personal liability coverage necessary for the adequate protection of Westlake and Keller personnel providing said fire protection/prevention and emergency medical services at the same level, provided however, that neither party shall be responsible for the other parties' employee retirement and/or pension benefits.
- e. All required reporting, reports, and statistics pertinent to Westlake and Keller shall be maintained in accordance with applicable local, state and federal requirements.
- f. Westlake and Keller agree to provide regular and frequent communication and meetings with personnel from Westlake and Keller to share information.

- g. The Interim Chief shall be present at the Westlake and Keller Council meetings and may be asked to make presentations to the Westlake and/or the Keller elected officials or community members/groups.
- h. Keller and Westlake agree to, at a minimum, maintain the funding level for its respective operations described in this Agreement for fiscal year 2021-22 at the same level as fiscal year 2020-21.
- i. Keller and Westlake agree to share equally in the cost of the consultant (s) necessary to determine the feasibility of consolidated full-time fire protection/prevention and emergency medical services.

**SECTION 6: Revenues Retained.** All revenues, fines, fees, etc. that may be generated by performing fire protection/prevention and emergency medical services duties within the respective municipal boundaries of KELLER and WESTLAKE shall be retained by respective locality.

**SECTION 7: Cancellation.** Either party shall have the right to terminate this agreement by giving written notice to the other party with at least thirty (30) days notices.

**SECTION 8: Notices.** All written notices shall be sent to the following parties by certified mail – return receipt requested to:

**KELLER**

**Mark Hafner, City Manager  
City of Keller  
P.O. Box 770  
Keller, Texas 76244**

**WESTLAKE**

**Amanda DeGan, Town Manager  
Town of Westlake  
1500 Solana Blvd., Bldg. 7, Suite 7200  
Westlake, Texas 76262**

**SECTION 9: Dispute Resolution.** In order to ensure an effective relationship between the parties and to provide the best possible fire protection/prevention and emergency medical services, it is mutually agreed that all questions arising under this Agreement shall be handled and resolved between the City Manager of KELLER and the Town Manager of WESTLAKE. Any issues not resolved hereunder may be referred to the respective governing bodies for resolution who hereby agree to the appointment of a mediator to assist in resolving said dispute as a prerequisite to the filing of any lawsuit over such issues.

**SECTION 10: Venue.** Venue for any legal dispute arising pursuant to this agreement shall lie in Tarrant County, Texas. No litigation shall be commenced prior to affording the other party the opportunity to participate in mediation in accordance with Section 9.

**SECTION 11:** At all times during the term of this Agreement, all Westlake Fire/EMS and Keller Fire Rescue operations shall be under the supervision and control of the Interim Chief.

**SECTION 12:** The Localities mutually agree that KELLER employees shall remain Keller employees, and, that WESTLAKE employees shall remain Westlake employees during this Agreement.

**SECTION 13: Indemnification.** To the extent allowed by law, Keller and WESTLAKE agrees to hold harmless, save and indemnify each other for any and all claims for damages, personal injury and/or death that may be asserted against Keller or Westlake arising from its performance hereunder within limits of the Texas Tort Claims Act save and except intentional acts or acts of gross negligence by the other party.

The foregoing notwithstanding, the Localities hereto reserve the right to all available legal defenses and all protections and limitations of liability provided by the Texas Tort Claims Act and the Texas Constitution relative to these parties.

The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

**SECTION 14:** This Agreement may only be modified, changed or altered at any time, upon mutual agreement of parties, provided that any such modification, change and/or alteration be reduced to writing, and approved by the governing bodies of KELLER and WESTLAKE. Provided, however, the City Manager of Keller and the Town Manager of Westlake are authorized to make policy and procedure revisions to further implement this Agreement.

**IN WITNESS WHEREOF**, we have hereunto set our hands this the \_\_\_\_ day of \_\_\_\_\_, 2021, in duplicate originals.

**CITY OF KELLER, TEXAS**

**TOWN OF WESTLAKE, TEXAS**

\_\_\_\_\_  
**By: Armin R. Mizani**  
Mayor

\_\_\_\_\_  
**By: Laura Wheat**  
Mayor

\_\_\_\_\_  
**By: Mark Hafner**  
City Manager

\_\_\_\_\_  
**By: Amanda DeGan**  
Town Manager

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
**By: Kelly Ballard**  
City Secretary

\_\_\_\_\_  
**By: Todd Wood**  
Town Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**By: L. Stanton Lowry**  
City Attorney