

RESOLUTION NO. 4035

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KELLER, TEXAS, AMENDING RESOLUTION NO. 3411, DATED SEPTEMBER 3, 2013; AND AUTHORIZING THE RENEWAL AND AMENDMENT OF THE INTERLOCAL AGREEMENT FOR POLICE SERVICES WITH THE TOWN OF WESTLAKE, TEXAS, FOR A FIVE-YEAR TERM FROM OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2023.

WHEREAS, an Interlocal Agreement for Police Services being provided by the City of Keller, Texas for the Town of Westlake, Texas was approved on May 21, 2002, for an initial term of twenty-eight (28) months; and

WHEREAS, subsequent renewals have been in effect since the initial approval on May 21, 2002; and

WHEREAS, the City Council of the City of Keller, Texas believe it is in the best interests of their citizens to renew and amend the Interlocal Agreement, and hereby recommends the following amendments to said Agreement be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KELLER, TEXAS:

Section 1: THAT, the above findings are hereby found to be true and correct and are incorporated herein in their entirety.

Section 2: THAT, Section 2, of the Interlocal Agreement with the Town of Westlake, Texas, be hereby amended to read as follows:

Term. This agreement shall be for a term of five (5) years commencing on October 1, 2018 and ending on September 30, 2023. If either party wishes to terminate this Agreement they may do so under the requirements in Section 7 of the Agreement.

Section 3: THAT, Section 5, of the Interlocal Agreement with the Town of Westlake, Texas, be hereby amended to read as follows:

"Payments for Services Performed. All payments referred to herein shall be paid by WESTLAKE to KELLER in four (4) equal installments on the 1st day of each calendar quarter beginning October 1, 2018, in advance of the services performed by KELLER for WESTLAKE for each calendar quarter of KELLER'S Fiscal Year.

The annual payment amount shall be KELLER'S budgeted amount for the police services being provided as reflected in Exhibit "A". KELLER shall provide to WESTLAKE on an annual basis the cost of police services, based on KELLER'S Fiscal Year Police Department Operating Budget adjusted annually to include KELLER'S annual Police Department budget increases in personnel costs and benefits, operating costs, capital costs, and General and Administrative Charges as anticipated to be approved by the KELLER City Council during the annual budgeting process for the upcoming Fiscal Year beginning October 1, as well as any direct expenditure increase(s) necessary to serve only WESTLAKE as the result of a significant addition of a commercial/retail establishment or housing sub-division requiring dedicated permanent police resources requested by the WESTLAKE Town Council. In the event the WESTLAKE Town Council fails or refuses to approve the annual payment amount by October 1, of any year during the term of this Agreement, such failure or refusal shall be deemed a cancellation of the Agreement pursuant to Section 7.B. herein.

Section 4: THAT, The Town of Westlake shall pay the sum of \$957,479.00 dollars to Keller for police services for the twelve-month period beginning October 1, 2018 and ending September 30, 2019, said sum to be paid in four (4) equal installments of \$239,369.00 beginning October 1, 2018.

Section 5: THAT, both parties agree that staffing outlined in this agreement is not a static staffing number. By sharing patrol districts between the two municipalities as shown in Exhibit "B" there will be times when WESTLAKE will receive more resources than what can be delivered by eight (8) employees to handle peak events like traffic collisions, criminal investigations, and major disturbances. WESTLAKE will not be subject to "black-out time" where no officers are unable to respond to life threatening or high priority incidents because of lack of resources in Westlake/North Keller. KELLER agrees to utilize all available resources including the use of Mutual Aid with surrounding cities.

Section 6: THAT, either party shall have the right to terminate this agreement by giving written notice to the other party at least two (2) years prior to the subsequent October 1. All payments by WESTLAKE to KELLER shall continue until the cancellation date is reached unless a mutual agreement to the contrary is reached. However, in accordance with the Texas Interlocal Cooperation Act, not later than September 30 of each year, this Agreement, or amendments thereto, including any and all revisions/calculations relating to Exhibit "A" that may be applicable to a new payment schedule, shall be subject to approval by the governing bodies of KELLER and WESTLAKE in order that it shall remain in force and funds budgeted therefor.

Section 7: THAT, all provisions that are not hereby amended shall remain in full force and effect.

Section 8: THAT, the Town Council of the Town of Westlake approved this agreement on August 27, 2018.

AND IT IS SO RESOLVED.

Passed by a vote of 7 to 0 on this the 18th day of September, 2018.

CITY OF KELLER, TEXAS

By: _____
P.H. McGrail, Mayor

ATTEST:

Kelly Ballard, City Secretary

Approved as to Form and Legality:

L. Stanton Lowry, City Attorney