

Crash Reconstruction Team
INTERLOCAL AGREEMENT

STATE OF TEXAS

DENTON and TARRANT COUNTIES

This agreement, made and entered into by and between the City of Roanoke, a municipal corporation, located in Denton County, Texas, hereinafter, called "Roanoke"; the Town of Argyle, a municipal corporation, located in Denton County, Texas, hereinafter called "Argyle"; the Town of Northlake, a municipal corporation located in Denton County, Texas, hereinafter called "Northlake"; Town of Bartonville, a municipal corporation, located in Denton County, Texas, hereinafter, called "Bartonville"; the City of Southlake, a municipal corporation, located in Tarrant County, Texas, hereinafter, called "Southlake"; the City of Keller, a municipal corporation located in Tarrant County, Texas, hereinafter called "Keller", the City of Watauga, a municipal corporation located in Tarrant County, Texas, hereinafter called "Watauga". The afore-mentioned cities may be referred to in the Agreement collectively as the "Cities".

WHEREAS, the Interlocal Cooperation Act, Texas Government Code Chapter 791, provides authorization for any local government to contract with one or more local governments to perform governmental functions and services under the term of the Act; and

WHEREAS, the Cities mutually agree and have determined that there exists an on-going need for the creation and operation of a jointly operated and funded Crash Reconstruction Team (the "CRASH Team"); and

WHEREAS, the Agreement shall provide equal service of the CRASH Team to the Cities of this Agreement; and

WHEREAS, it is mutually advantageous to all the Cities to enter into the arrangement evidenced by the Agreement;

NOW, THEREFORE, for the consideration of the mutual covenants, agreements and benefits contained in the Agreement, the receipt and sufficiency of which are agreed to and acknowledged, the Cities agree as follows:

1. INCORPORATION OF RECITALS. The recitals and findings stated above are hereby found to be true and correct and are incorporated into the Agreement in their entirety.
2. EFFECTIVE DATE OF AGREEMENT; TERM; CONSIDERATION.
 - a. Effective Date of Agreement. The term of the Agreement shall become effective upon the approval by the governing bodies for all of the Cities, respectively and shall commence upon the date the last City executes the Agreement.
 - b. Term. The term shall be for one (1) year and the Agreement shall renew for successive one (1) year terms automatically unless any one (1) or more of the Cities shall provide its written notice of non-renewal to all other Cities at least ninety (90) days prior to the expiration of the then-existing term:
 - c. Consideration. This Agreement is executed by the parties hereto without coercion or

Crash Reconstruction Team
INTERLOCAL AGREEMENT

duress and for substantial consideration, the sufficiency of which is forever confessed.

3. GOVERNING BODY AUTHORIZATION AND APPROVAL. Prior to execution below, the Agreement has been authorized by the Cities at a duly-called and legally noticed public meetings by resolution, pursuant to §791.011 (d) (l) of the Texas Government Code.
4. GRANTS OF AUTHORITY AND JURISDICTION. For law enforcement purposes and jurisdiction associated with the Agreement, peace officers of the Cities are granted full peace officer authority throughout the Cities.
5. DESIGNATION OF CRASH TEAM AND REMOVAL OF CRASH TEAM MEMBERS.
 - a. Each City shall independently select and designate from its peace officers such officers that will be member(s) of the CRASH Team in the following manner:
 - i. Team Member Designation. Each City to the Agreement shall determine the procedures and methods by which individual peace officers are selected to be a member of the CRASH Team as determined by the Chief of Police of each City, respectively. The Chief of Police of each City respectively may change the number and designation of peace officers or other personnel by written notice to the Chiefs of Police of the remaining Cities.
 - ii. Member Requirements. Each member designated by their department must hold an Advanced Collision certificate, or obtain one within one budget year. A Reconstruction certificate must be obtained within two budget years.
 1. The only exception to this requirement is for current team members who were members before May 1, 2021 and such exemption only applies for one year.
 2. Time before the next budget year is incorporated within the one budget year requirement.
 - iii. Team Commander Designation. Police Chiefs of the Cities shall jointly designate one peace officer to serve as the CRASH Team Commander (the "Commander"). The CRASH Team shall report to and be supervised by the CRASH Team Commander, who shall report jointly to the Chiefs of Police of the Cities. It is the preference of the Cities that the designation of Commander be reached by unanimous agreement, but if that is not possible, then the choice may be made by a majority vote of the Police Chiefs of the Cities.
 - b. Each City agrees that in matters involving possible removal of their personnel from the CRASH Team, that the Commander and the City member's Chief of Police will meet on the matter and discuss any corrective alternatives prior to any removal.

Crash Reconstruction Team
INTERLOCAL AGREEMENT

6. CRASH TEAM SUPERVISION.

- a. Operations: The day-to-day supervision of the CRASH Team in regard to operations will be the responsibility of the Commander.
- b. Administration: Matters involving expenditure of funds, and all other administrative matters shall be made by the individual Police Chiefs of the Cities. Matters involving any future joint use of funds, grant applications, or other administrative matters that would involve the Cities jointly will be made jointly by the Police Chiefs of the Cities, provided that the Police Chiefs cannot obligate their City in regard to an expenditure of funds beyond that which has been agreed to in this Agreement.

7. CRASH TEAM RESPONSIBILITIES.

- a. The CRASH Team is responsible for responding to investigate crashes that result in a fatality, a fatality is likely to occur, or serious bodily injury. Crashes involving police/emergency vehicles resulting in serious bodily injury, and other crashes as determined and directed by the Chiefs of the Cities.
- b. The CRASH Team will take lead on the investigation and work directly with the affected agency's CID personnel on-scene to investigate and process the scene.
- c. The CRASH Team will forward all investigative findings to the affected agency and be available for any follow-up investigation and court testimony.

8. FUNDING AND EXPENDITURES.

- a. Funds for expenditures related to salary, benefits, equipment, supplies and operation, as listed in Exhibit A, attached hereto and incorporated as if set forth fully herein, of the CRASH Team shall be provided by the respective Cities.
- b. As required by the Act, the Cities acknowledge and agree that funding under the Agreement will be made from current revenues available to each City. Funds for the participation in, and the obligations of, the Agreement have been made or will be made, in successive years, provided and approved, through the respective annual budgets approved by the City Councils of the Cities.

9. EFFECT OF TERMINATION. Upon any termination of the Agreement, each item of equipment purchased for the CRASH Team shall be owned and kept by the purchasing City. If items are jointly purchased or obtained by a grant at some future date, the Cities will establish the procedures regarding where the item is kept and which agency will retain possession at the termination of this Agreement and other matters at the time the funding is sought or the item is purchased.

10. PUBLIC INFORMATION OFFICER.

- a. Media Relations During Incident. The City and law enforcement agency with primary jurisdiction during any specific operations of the CRASH Team will be responsible for overall media relations for that specific operation, although that agency may request assistance from any other agency in regard to media operations.
- b. Public Information Requests. Each city shall be responsible for public information

Crash Reconstruction Team
INTERLOCAL AGREEMENT

requests that are delivered to that City; however, if a public information request involves an operation of the CRASH Team and is made of more than one city and requires a coordinated response, the City with primary jurisdiction over the event will coordinate the response. The Cities agree that they will comply with the Texas Public Information Act, including any applicable exceptions. The Cities agree that, pursuant to §552.117 of the Texas Government Code, the Cities will not release information that they may possess or have access to, regarding the home addresses, telephone numbers or family information about the peace officers of other Cities, to the extent allowed by law.

11. INCORPORATION OF OTHER DOCUMENTS. This Agreement incorporates the following documents:
 - a. Exhibit "A" attached hereto and incorporated herein is included in this Agreement as if fully set out in the Agreement.
12. SEVERABILITY. If any portion of the Agreement is determined by a court of competent jurisdiction to be invalid for any reason, the remaining provisions shall remain in full force and effect.
13. SURVIVAL. Notwithstanding any termination of this Agreement, the following Sections and the terms and conditions contained therein, shall remain in effect: Sections 8 "Funding and Expenditures;" 9 "Effect of Termination;" 11 "Severability;" 12 "Survival;" 13. "Waiver by Party;" 14 "Entire Agreement; Amendment" 15 "Venue; State Law;" 19. "Liability; Sovereign Immunity."
14. ENTIRE AGREEMENT; AMENDMENT. The Agreement, including any and all Exhibits mentioned herein, constitutes the entire Agreement between the Cities hereto with respect to the subject matter hereof. Any amendments to the Agreement must be made in writing, approved by the governing bodies of the Cities, respectively and signed by the City Manager of each City, or the person with authority to sign agreements for that City, prior to such amendment(s) becoming effective. However, this provision does not affect the right of each City to designate, through their City Manager or designee, a different person to receive notice than the person set out below.
15. VENUE; STATE LAW. The Agreement is governed by the laws of the State of Texas and venue for any action brought to enforce the terms and conditions of the Agreement shall lie exclusively in Denton County, Texas.
16. REMEDIES CUMULATIVE. No right or remedy granted or reserved to the Cities is exclusive of any other right or remedy herein by law or equity provided or permitted, but each right or remedy shall be cumulative or every other right or remedy given hereunder. No covenant or condition of the Agreement may be waived without the consent of the Cities.

Crash Reconstruction Team
INTERLOCAL AGREEMENT

17. NOTICES. Each notice or other communication which may be or is required to be given under the Agreement shall be in writing and shall be deemed to have been properly delivered when delivery is accomplished by one of the following methods:

- a. personal delivery to the person designated;
- b. delivered by certified mail, return receipt requested;
- c. delivered via an overnight, express or other delivery service that provides for written receipt of delivery. The persons designated to receive notices are set out below; however, each City has the right, through their City Manager or designee, at any time, to designate a different person to receive notices by giving the Cities fifteen (15) days written notice of such designation. If the person designated below is not available to receive notices, and the City has not designated another person, delivery to any other person of the same or similar title to the person designated shall be considered effective delivery of notice.

Persons Designated to Receive Notice:

City of Roanoke:

Jeriahme Miller, Chief of Police
609 Dallas Drive
Roanoke, Texas 76262

City of Southlake

James Brandon, Chief of Police
600 State Street
Southlake, Texas 76092

City of Keller

Brad Fortune, Chief of Police
330 Rufe Snow Drive
Keller, Texas 76248

City of Watauga

Robert Parker, Chief of Police
7101 Whitley Rd.
Watauga, Texas 76148

Town of Argyle

Emmitt Jackson, Chief of Police
506 US-377
Argyle, Texas 76226

Town of Northlake

Robert Crawford, Chief of Police
1600 Commons Cir
Northlake, Texas 76262

Town of Bartonville

Bobby Dowell, Chief of Police
1941 Jeter Rd E
Bartonville, Texas 76226

18. THIRD PARTIES. No provision of the Agreement shall create any third-party beneficiary. Nothing contained in the Agreement shall be construed to create, expand, or form a basis for liability to any third party under any theory of law. Further, each City retains, and does not hereby waive, its immunities and defenses provided by law.

Crash Reconstruction Team
INTERLOCAL AGREEMENT

19. LIABILITY: SOVEREIGN IMMUNITY. To the extent any liability is found to exist, each City hereto agrees that every City is responsible for its own liability. Each City retains full authority to settle any claims against it as the City chooses. The parties agree that no party has waived its sovereign immunity by entering into and performing their respective obligations under this Agreement.

20. AUTHORITY TO EXECUTE. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

21. REPRESENTATIONS. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

22. MISCELLANEOUS DRAFTING PROVISIONS. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

23. ASSIGNMENT. This Agreement or any part thereof shall not be assigned or transferred by any party without the prior written consent of the other party.

24. COUNTERPARTS. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

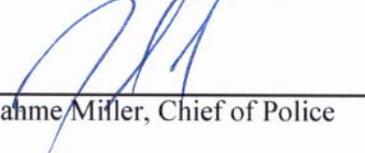
Crash Reconstruction Team
INTERLOCAL AGREEMENT

**CRASH Reconstruction Team (CRASH Team) Interlocal Agreement
EXECUTED hereto on the date, month and year shown below:**

THE CITY OF ROANOKE



Scott Campbell, City Manager



Jeriahme Miller, Chief of Police

CITY OF SOUTHLAKE

Shana Yelverton, City Manager

James Brandon, Chief of Police

THE CITY OF KELLER

Mark Hafner, City Manager

Brad Fortune, Chief of Police

THE CITY OF WATAUGA

Andrea Gardner, City Manager

Robert Parker, Chief of Police

THE TOWN OF ARGYLE

Richard Olson, Town Administrator

Emmitt Jackson, Chief of Police

THE TOWN OF NORTHLAKE

Drew Corn, Town Manager

Robert Crawford, Chief of Police

THE TOWN OF BARTONVILLE

Sylvia Ordeman, Town Administrator

Bobby Dowell, Chief of Police

Crash Reconstruction Team
INTERLOCAL AGREEMENT

EXHIBIT 'A'

**RESPECTIVE AGENCY
EXPENDITURES.**

1. Salaries, benefits and insurance of assigned personnel
2. Vehicles and operating expenses for assigned personnel
3. Vehicular and portable radio equipment and operating expenses for assigned personnel
4. Liability insurance coverage for assigned personnel
5. Overtime pay and benefits for assigned personnel
6. Non-CRASH Team related training as required by agency
7. CRASH Team related training as determined by the Commander, and Chief(s) of Police
8. Non-CRASH Team related travel required by agency
9. CRASH Team related travel as determined by the Commander, Chief(s) of Police
10. CRASH Team equipment and supplies as determined by the Commander, Chief(s) of Police