

**TOWN OF WESTLAKE**

**RESOLUTION NO. 18-28**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE CITY OF KELLER FOR POLICE SERVICES.**

**WHEREAS**, the Council desires to provide its residents and businesses with full-time police protection and services: and,

**WHEREAS**, the parties hereto desire to enter into said agreement to continue to provide police protection and law enforcement services at the highest level possible for both communities; and,

**WHEREAS**, an Interlocal Agreement for police services being provided by the City of Keller, Texas for the Town of Westlake, Texas was approved by Resolution 02-20; and; and,

**WHEREAS**, in accordance with the term and conditions of said agreement, it contemplated an annual review of the budget (expenditures) related to police services being performed by the City of Keller and that amendments related thereto, including the extension of the agreement for a five (5) year term with provisions as stated in this resolution, may be made in accordance with the provisions therefore as outlined in the agreement; and

**WHEREAS**, this agreement shall be in conformance with Chapter 791 of the Texas Government Code, more commonly known as the "Interlocal Cooperation Act"; and,

**WHEREAS**, the Town Council finds that the passage of this Resolution is in the best interest of the citizens of Westlake.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS:**

**SECTION 1:** That, all matters stated in the Recitals hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

**SECTION 2:** That the Town of Westlake Town Council does hereby approves the Interlocal Agreement with the City of Keller for Police Services, attached as *Exhibit "A"*.

**SECTION 3:** If any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Resolution without the invalid provision.

**SECTION 4:** That this resolution shall become effective from and after its date of passage.

**PASSED AND APPROVED ON THIS 27<sup>TH</sup> DAY OF AUGUST 2018.**

ATTEST:

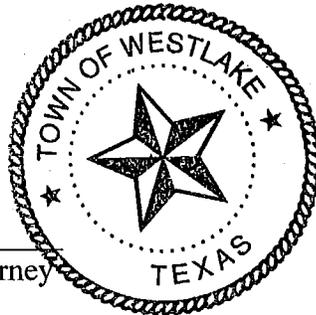
*Laura L. Wheat*  
Laura L. Wheat, Mayor

*Kelly Edwards*  
Kelly Edwards, Town Secretary

*Thomas E. Brymer*  
Thomas E. Brymer, Town Manager

APPROVED AS TO FORM:

*L. Stanton Lowry*  
L. Stanton Lowry, Town Attorney



arising from its performance hereunder within WESTLAKE within limits of the Texas Tort Claims Act save and except intentional acts or acts of gross negligence by KELLER. The foregoing notwithstanding, the parties 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 15. 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.

IN WITNESS WHEREOF, we have hereunto set our hands this the \_\_\_\_ day of \_\_\_\_\_, 2018, in duplicate originals.

**CITY OF KELLER, TEXAS**

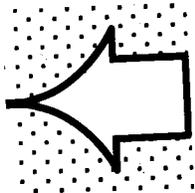
**TOWN OF WESTLAKE, TEXAS**

\_\_\_\_\_  
By: P.H .McGrail  
Mayor

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

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

\_\_\_\_\_  
By: Thomas. E. Bryner  
Town Manager



ATTEST:

ATTEST:

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

\_\_\_\_\_  
By: Kelly Edwards  
Town Secretary

APPROVED AS TO FORM:

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



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**CITY OF KELLER, TEXAS**

**TOWN OF WESTLAKE, TEXAS**

\_\_\_\_\_  
By: P.H. McGrail  
Mayor

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

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

*Thomas E. Brymer*  
\_\_\_\_\_  
By: Thomas E. Brymer  
Town Manager

ATTEST:

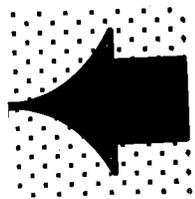
ATTEST:

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

*Kelly Edwards*  
\_\_\_\_\_  
By: Kelly Edwards  
Town Secretary

APPROVED AS TO FORM:

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



# EXHIBIT A

## FISCAL YEAR 2018/19 POLICE DEPARTMENT OPERATING And GENERAL AND ADMINISTRATIVE BUDGETS FOR POLICE SERVICES TO THE TOWN OF WESTLAKE. ESTIMATE AS OF 08/27/18

OPERATING BUDGET	\$9,895,416
Includes ninety and one half (90.5) full-time employee equivalents (FTEs); police patrol; traffic control, dispatch services, records, and equipment; criminal investigation services; animal control services; departmental training; and capital equipment; less credit for regional communications, jail, and animal control	
	÷ <u>90.5 FTEs</u>
Cost per Full-time Employee	\$ 109,342
Annual Service Level Calculation: 8 FTEs (1) x \$ 109,342	\$ 874,736
GENERAL AND ADMINISTRATIVE CHARGES (2)	\$ 82,743
Includes services of Administration , Finance Administration, Human Resources, and Non-Operating Expense.	
ESTIMATES TOTAL ANNUAL COST	\$ 957,479

- (1) 5 Police Patrol Officers  
2 Police Motorcycle Officers  
1 Records Clerk  
8 FTEs

- (2) PERCENT (%) OF RESPECTIVE ANNUAL OPERATING BUDGET USED:  
Information Services 1.5%  
Finance Admin 1.25%  
Human Resources 2.5%  
Non-operating 1.0%