

**INTERLOCAL AGREEMENT
FOR POLICE 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 managers:

WITNESETH:

WHEREAS, WESTLAKE is desirous of providing its residents and businesses with full-time police protection and services, and

WHEREAS, KELLER is desirous of furnishing full-time police protection and law enforcement services to WESTLAKE and has been doing so continuously under previous Interlocal Agreements since 2002, 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 in accordance with the terms and conditions set forth herein, and

WHEREAS, KELLER and WESTLAKE recognize the escalating concerns related to public safety issues on a school campus, and both Parties recognize the outstanding benefits of having a school resource officer available to the students, teachers, administrators, and staff of Westlake Academy; and

WHEREAS, the Parties further recognize that the continuous presence of such an officer will be beneficial in the prevention and suppression of school-related violence, illegal drug activity and other disruptive activity helping to create and maintain a safe and secure environment conducive to properly educating the students of Westlake Academy; and

WHEREAS, all payments to be made hereunder shall be made from current revenues available to the paying party; and

WHEREAS, KELLER and WESTLAKE have concluded that this Agreement fairly compensates the performing party for the services being provided hereunder; 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 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 PARTIES 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. **Term.** This agreement shall be for a term of five (5) years commencing on October 1, 2023 and ending September 30, 2028. If either party wishes to terminate this agreement, they may do so under the requirements in Section 7 below. 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 therefore.
- Section 3. **Scope of Services, KELLER.** KELLER hereby agrees to provide WESTLAKE the following equipment, services, personnel, and facilities (Section 3 a.-1.) hereinafter collectively referred to as "police services":
- a. An adequate number of police patrol units and motorcycle units to provide routine neighborhood patrol, patrol of business establishments and traffic control on all roadways within WESTLAKE and enforce the laws of the State of Texas and WESTLAKE, in such a manner as to provide adequate police services considering factors such as but not limited to housing densities, commercial development, roadway conditions, traffic flow, etc. To calculate a price for this agreement the cost of eight (8) full-time equivalents (FTE) will be used during the term of this agreement. Both parties agree that this 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.
 - b. KELLER agrees to continue their Community Driven policing model that incorporates data driven and problem oriented policing strategies in partnership with the Town of Westlake, to include, contemporary crime and traffic crash reduction strategies, such as Bicycle Patrol, Foot Patrol, and Directed Enforcement functions.
 - c. KELLER agrees to notify WESTLAKE when both of the two dedicated motor officers assigned to WESTLAKE for traffic enforcement will be absent from the forty (40) hour per-week assignment in an excess of one week for training, vacation, illness, or injury. KELLER will also notify WESTLAKE should there be a change of assignment of personnel to the two dedicated motor officers in WESTLAKE. Should questions arise about the attendance, performance, and conduct of the motor officers assigned to WESTLAKE or any other police personnel employed by KELLER, the Town Manager (or his designee) of WESTLAKE shall contact the KELLER Chief of Police about the concerns. The KELLER Chief of Police shall respond to the concerns and take the appropriate action if warranted.

- d. KELLER agrees to remain accredited with the Commission on Accreditation for Law Enforcement Agencies during this agreement. This offers WESTLAKE a level of service excellence, performance measurement, and accountability that only a select number of other law enforcement agencies in the nation can offer.
- e. KELLER agrees to provide WESTLAKE with the full services of a Criminal Investigations Division, Special Weapons and Tactics (SWAT) Team, and a Community Service Officer to conduct crime prevention programs in the community and at The Westlake Academy upon a timely request.
- f. KELLER agrees to provide WESTLAKE with 24-hour police dispatch services, including 911 dispatching for police, fire and emergency medical service (EMS) at the NETCOM communications center at the KELLER police facility.
- g. KELLER agrees to provide WESTLAKE Animal control and enforcement services, and animal impound space from the Regional Animal Services Center located at the KELLER police facility.
- h. KELLER agrees to provide WESTLAKE Jail capacity and services for housing WESTLAKE prisoners including providing booking services at the Regional Holding facility located at the KELLER police facility.
- i. All human resource services necessary for the recruitment, screening, employment, and training of all personnel required to provide services to WESTLAKE under this agreement, including providing all employee policies and procedures and the administration thereof.
- j. All general and personal liability coverage necessary for the adequate protection of KELLER personnel providing said police services to WESTLAKE at the same level of protection afforded officers and employees while performing the same or similar duties in KELLER, provided however, that neither party shall be responsible for the other parties' employee retirement and/or pension benefits.
- k. All crime reporting and maintain all required law enforcement activity reports/statistics pertinent to WESTLAKE for the purpose of providing WESTLAKE performance measures relating to services provided by KELLER in accordance with this agreement.
- l. To provide access to WESTLAKE's warrant information retained by KELLER Dispatch to the WESTLAKE Town Marshall and all other law enforcement agencies.
- m. KELLER agrees to hold a minimum of quarterly meetings with the Town Manager (or his designee) to share information.
- n. KELLER agrees to make available a command staff officer (upon request) at all Town of Westlake Town Council meetings. KELLER agrees to make available an officer at all Town of Westlake Town Council meetings, for security, in the event a command staff officer will not be in attendance. At the Town of Westlake's request, KELLER agrees to make available an officer to attend Town functions not specified within this agreement.

- o. KELLER agrees to provide the necessary support to WESTLAKE for TCIC access in the Town Marshall vehicle and the WESTLAKE Municipal Court Office.
- p. KELLER covenants and agrees to fully cooperate with WESTLAKE in the implementation of this project and both parties agree that the Keller Police Department assigns a School Resource Officer (“SRO”) to the Westlake Academy.
- q. The Keller Police Department SRO will be responsible for law enforcement services on the Westlake Academy campus. The SRO will be available to conduct educational programs on law enforcement topics to students and parents; be available to counsel and mentor students; attempt to identify students who are abusing illegal substances; attend school extracurricular activities at the request of the Head of School; counsel with parents concerning their children's behavior and problems with the law; coordinate campus crime stoppers program; assist the campus with school safety planning; and be a positive role model to students and staff.
- r. The SRO shall be assigned by and responsible to the Keller Police Department but shall work directly with the Head of School of the Westlake Academy. The SRO shall have the Westlake Academy as his/her primary duty assignment and will not regularly be assigned additional police duties that interfere with the SRO’s responsibilities on the Westlake Academy campus. The Keller Police Department reserves the right, however, to reassign the SRO temporarily in the event of an emergency. The Keller Police Department shall provide all law enforcement training and certification, vehicles, and police equipment, benefits, and insurance (including liability coverage) provided to all officers employed by KELLER.
- s. The Keller Police Department will provide a police presence at the Westlake Academy during any time the Keller Police Department SRO and the WESTLAKE Town Marshal are absent and/or unavailable.
- t. Should the Westlake Academy close for a period of time for health and safety reasons, the SRO may assist WESTLAKE as agreed to by the parties.
- u. The SRO shall not be used as a school disciplinarian and cannot use law enforcement powers to enforce school rules and policies. If an incident involves a violation of law, the SRO will determine whether law enforcement action is appropriate. The SRO cannot be present when a school official conducts an administrative search unless the school official fears for their immediate safety.
- v. The Keller Police Department agrees that they will involve the Westlake Academy Head of School in the yearly performance evaluations of the SRO. The evaluations will rate the performance of the officer on campus. The Keller Police Department will maintain the yearly performance measures.
- w. In the event the Head of School of the Westlake Academy believes that the SRO is not effectively performing the duties and responsibilities, the Head of School shall contact the immediate supervisor of the SRO and advise the immediate supervisor of the deficiencies.

Should the performance problems continue, the Head of School may meet with the Chief of Police to discuss and resolve the performance deficiencies. The Chief of Police may dismiss or reassign an SRO based on the policies and rules and regulations of KELLER and the Keller Police Department. When an SRO vacancy occurs, the Westlake Academy Head of School and WESTLAKE designee will be involved in the selection process by sitting on the review panel of the interested applicants.

- x. KELLER agrees to coordinate assignments and duty hours for the SRO consistent with the hours of operation for Westlake Academy employees and in coordination with the Head of School for Westlake Academy.

Section 4. **WESTLAKE Obligations.** WESTLAKE agrees to perform the following:

- a. Pay to KELLER the sums provided in Section 5.
- b. The Town of Westlake recognizes that this Service Agreement is a Social Contract between the Town of Westlake and Keller Police Department that is built on the building and enhancement of partnerships designed to promote Town engagement in working to improve the quality of life for all persons who live, visit, and conduct business in the Town of Westlake.
- c. In the event a conflict between the applicable Ordinances of KELLER and WESTLAKE creates a difficulty in enforcement, KELLER shall notify WESTLAKE of such conflict. If WESTLAKE fails or refuses to amend its Ordinance(s) to be consistent with KELLER within sixty (60) days of receipt of such notice, KELLER may refrain from enforcing the conflicting Ordinance.
- d. Provide a facility to hold WESTLAKE Municipal Court, as well as provide the services of a Municipal Judge and prosecuting attorney. WESTLAKE shall determine both the time and place for conducting such sessions; however, its Municipal Court sessions will not conflict with the time and place of KELLER'S Municipal Court sessions.
- e. Arrange for WESTLAKE Municipal Judge or the appointed Keller Associate Judges to conduct arraignments at the KELLER Police Department whenever necessary or notified to do so by KELLER.
- f. If they chose to utilize a Town Marshall, WESTLAKE will provide the Marshall employed and supervised by WESTLAKE, for the purpose of serving WESTLAKE municipal warrants. WESTLAKE shall be responsible for the Law Enforcement Commission for said Marshall and shall provide the required re- certification training. The Town Marshall shall have access to WESTLAKE municipal warrants retained at the KELLER dispatch.
- g. WESTLAKE's Town Marshal, by virtue of the Texas Local Government Code, has peace officer powers to detain, arrest, and take into custody persons violating the law.
- h. WESTLAKE grants full and complete authorization and jurisdiction to KELLER as the primary law enforcement agency.

- i. WESTLAKE shall immediately notify KELLER of all reports of criminal allegations and offenses that occur in WESTLAKE. This includes the WESTLAKE Town Marshal's discharge of a firearm and any acts resulting in serious bodily injury or death to another.
- j. The WESTLAKE Town Marshal shall notify KELLER, as soon as it is safe and practical, of a custodial arrest in WESTLAKE.
- k. The WESTLAKE Town Marshal is and shall remain an employee of WESTLAKE throughout the duration of this agreement. WESTLAKE is responsible for the hiring, training, supervision, internal performance investigations, discipline, and all necessary reporting requirements for licensing and performance of duties as a Texas Peace Officer to the State of Texas as required by law. WESTLAKE shall not expect the Keller Police Department to backfill the WESTLAKE Town Marshal when vacancies occur.
- l. To avoid a conflict of interest, as KELLER is an independent contractor under this agreement and lacks employee accountability for the WESTLAKE Town Marshal, WESTLAKE agrees the KELLER Police Department will not investigate any allegations involving the WESTLAKE Town Marshal's internal reporting of use of force / response to resistance, pursuits, misconduct, racial profiling complaints, or other administrative investigations where KELLER personnel were not participants.
- m. For after-hours events where WESTLAKE desires an officer's presence, WESTLAKE will notify the Keller SRO. The SRO will be compensated for after-hours wages if they can work the requested event. Compensation will be in accordance with the FLSA and hours worked during that week. If the SRO is unavailable, WESTLAKE may request off-duty officers fill the assignment.
- n. During the summer when school is not in session, the Keller SRO will be allowed to utilize available leave and participate in training. When available for duty, the SRO assignment will be focused to WESTLAKE, i.e., Town Hall duties, Court duties, Westlake community service events, and patrol districts covering Westlake, etc.
- o. The WESTLAKE Town Marshal shall fully cooperate with any KELLER police department investigation, as requested.
- p. WESTLAKE covenants and agrees to fully cooperate with KELLER in the implementation of this project and both parties agree that the Keller Police Department assigns a School Resource Officer ("SRO") to the Westlake Academy.
- q. WESTLAKE agrees to reimburse KELLER 100% of all personnel costs, including Base Pay, Salary Increases, Longevity Pay, Holiday Pay for holidays observed by the District when staff and students are not present, Incentive/Certification Pay, Overtime Costs, FLSA, Court Attendance Costs, Medicare, Workers Compensation Insurance, Group Health Insurance, and Retirement for the full-time police officer. Due to the unique nature of the relationship created by this Interlocal Agreement, and KELLER's willingness to assign the SRO to duties at

Westlake Academy that are consistent with a full-time school employee, the SRO may be considered a full-time Westlake employee for application of the Westlake Academy admissions policy.

- r. WESTLAKE will provide an office for the SRO with a computer workstation connected to the Keller Police Department Windows NT based Local Area Network.
- s. WESTLAKE will share in the cost of providing a marked police vehicle for the SRO, a portable police radio for instant communications, and uniforms, by reimbursing KELLER a flat fee of \$7,500.00 per SRO.
- t. WESTLAKE shall provide any radio equipment necessary to allow the assigned officer to communicate with school staff.
- u. WESTLAKE Town Marshall, when available, will supplement the Keller Police Department SRO's presence at the Westlake Academy when the Keller Police Department SRO is absent and/or unavailable.
- v. WESTLAKE and the Westlake Academy covenants and agrees to fully cooperate with KELLER and the Keller Police Department in monitoring the effectiveness of the services and work to be performed with the Westlake Academy under this agreement, and KELLER and the Keller Police Department shall have access at all reasonable hours to offices and records of the Westlake Academy, its officers, members, agents, employees and subcontractors for the purpose of such monitoring, such access being subject to the limitations and requirements under the Texas Public Information Act and the Family Educational Rights and Privacy Act (FERPA). Except as allowed by FERPA, the SRO may not re-disclose student record information received during the performance of SRO duties.
- w. The Westlake Academy, through its participation under this agreement, is not and shall not be construed to be an officer, agent, servant, or employee of KELLER. The Westlake Academy shall be solely responsible for the acts and omissions of its officers, members, agents, servants and employees. Neither KELLER nor the Westlake Academy shall be responsible under the Doctrine of Respondent Superior for the acts or omissions of agents, servants, employees, or officers of the other.
- x. The Westlake Academy is not responsible to KELLER for city property, which is lost, stolen, destroyed, or in any way damaged. KELLER shall in no way nor under any circumstances be responsible for any property belonging to the Westlake Academy, its officers, members, agents, employees, subcontractors, program participants, licensees or invitees, which may be lost, stolen, destroyed or in any way damaged. The Westlake Academy shall in no way, nor under any circumstances, be responsible for any property damage, personal injuries, or other liabilities incurred by or caused by the assigned SRO. KELLER agrees to waive, release, indemnify, and hold harmless the Westlake Academy from any and all claims, damages, injuries, causes of action, or lawsuits arising out of the acts or omissions of the assigned SRO.

Section 5. **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, 2023 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 subdivision requiring dedicated permanent police resources requested by the 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 6. **Revenues Retained.** All revenues, fines, forfeitures, etc. that may be generated by performing law enforcement duties within the respective municipal boundaries of KELLER and WESTLAKE shall be retained by respective city.

Section 7. **Cancellation.**

- A. 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.
- B. In addition, if WESTLAKE fails or refuses to approve the annual payment amount as provided for in Section 5 hereinabove, this Agreement shall continue to be in effect for a period of two (2) years with the calculated amount due under Section 5.

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

KELLER

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

WESTLAKE

**Wade Carroll, Town Manager
Town of Westlake
1500 Solana Blvd., Bldg. 7, Suite 7200
Westlake, TX 76262**

Section 9. **Dispute Resolution.** In order to ensure an effective relationship between the parties and to provide the best possible police services, it is mutually agreed that all questions arising under this Agreement shall be handled and resolved between the City Managers of KELLER and WESTLAKE, except that citizens and/or residents of WESTLAKE shall be provided the same access to KELLER'S City Manager, Police

Chief, officers and employees as KELLER residents enjoy as it pertains to said aforementioned police services. Any issues not resolved hereunder may be referred to the respective governing bodies for resolution who hereby agree to the appointment of a court-certified (certified in Tarrant County) mediator to assist in resolving said dispute as a prerequisite to the filing of any lawsuit over such issues.

Section 10. **Jurisdiction.** By this agreement, WESTLAKE grants full and complete authorization and jurisdiction to KELLER for all police services provided by KELLER and contained in this agreement. Said jurisdiction shall apply to the town limits of WESTLAKE as shown on Exhibit "B" attached hereto.

Section 11. **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 12. At all times during the term of this agreement, all police officers and employees shall be under the supervision and control of the Chief of Police of KELLER or his duly authorized representative, and no other person.

Section 13. Both parties mutually agree that KELLER is an independent contractor, and shall have exclusive control of performance hereunder, and that employees of KELLER in no way are to be considered employees of WESTLAKE.

Section 14. **Indemnification.** WESTLAKE agrees to hold harmless, save and indemnify KELLER for any and all claims for damages, personal injury and/or death that may be asserted against KELLER 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 _____, 2023, in duplicate originals.

CITY OF KELLER, TEXAS

TOWN OF WESTLAKE, TEXAS

By: Armin Mizani
Mayor

By: Sean Kilbride
Mayor

By: Mark Hafner
City Manager

By: Wade Carroll
Town Manager

ATTEST:

ATTEST:

By: Kelly Ballard
City Secretary

By: Amy Piukana
Town Secretary

APPROVED AS TO FORM:

By: L. Stanton Lowry
City Attorney

EXHIBIT A

**FISCAL YEAR 2023/2024
POLICE DEPARTMENT OPERATING
And GENERAL AND ADMINISTRATIVE BUDGETS
FOR POLICE SERVICES TO THE TOWN OF WESTLAKE.
ESTIMATE as of 6/22/23**

OPERATING BUDGET

\$11,834,664

Includes ninety-seven (97) 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

÷ 97 FTEs

Cost per Full-time Employee \$ 122,007

Annual Service Level Calculation: 8 FTEs \$ 976,055

School Resource Officer – Westlake Academy \$ 143,726

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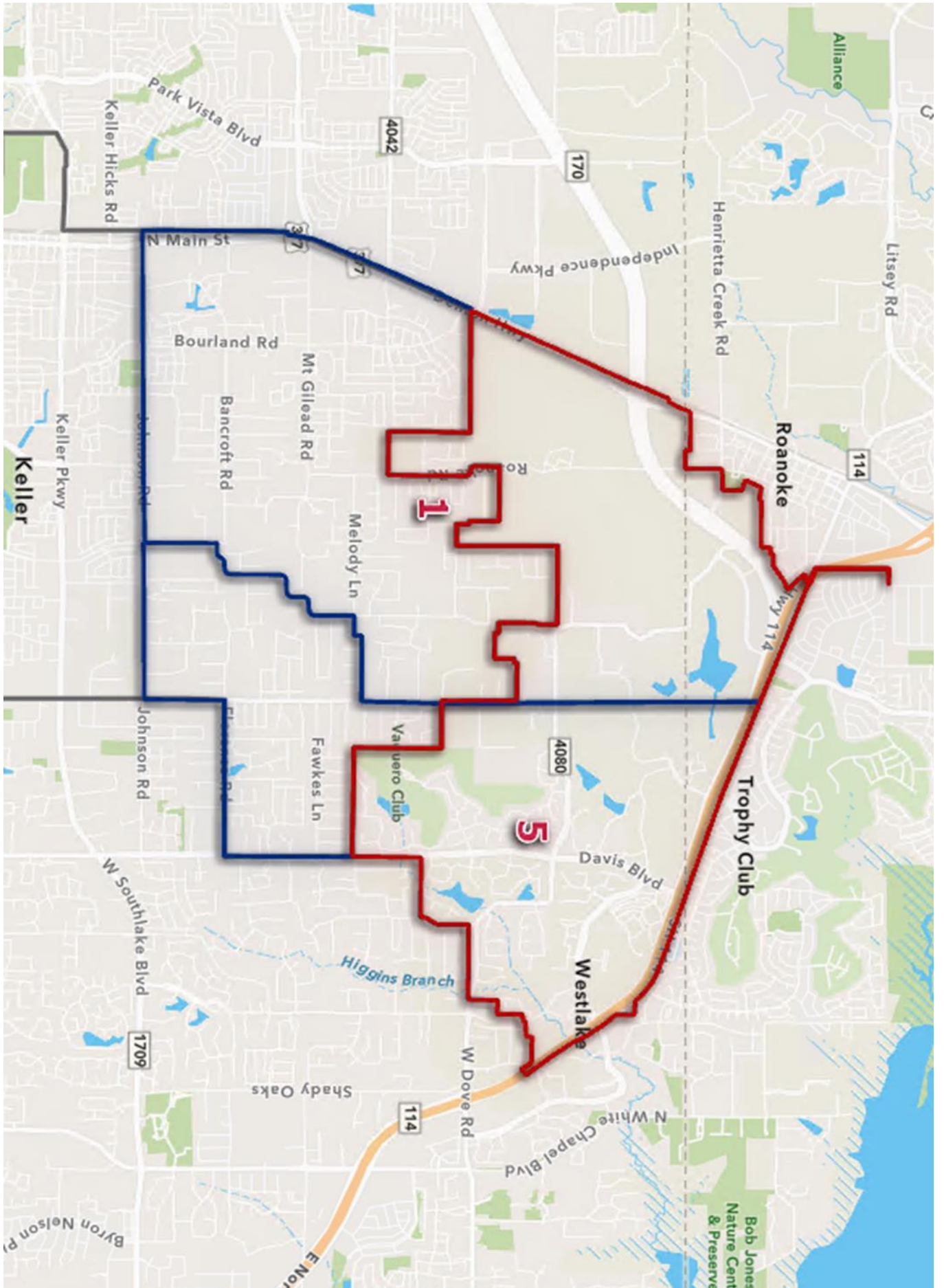
GENERAL AND ADMINISTRATIVE CHARGES (2) \$ 88,496

Includes services of Administration, Finance Administration, Human Resources, and Non-Operating Expense.

ESTIMATES TOTAL ANNUAL COST \$ 1,208,277

- (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 8.25%



Keller Hicks Rd
Park Vista Blvd
4042
170
37
37

N Main St
Bourland Rd
Bancroft Rd
Mt Gillead Rd
Keller Pkwy
Keller

Johnson Rd
Melody Ln
Fawkes Ln
Vanuero Club

W Southlake Blvd
1709
Shady Oaks
114
114

Byron Nelson Pk
E North

Independence Pkwy
Henrietta Creek Rd
Litsey Rd
114

Roanoke
114

4080
Davis Blvd
Trophy Club
Westlake

W Dove Rd
N White Chapel Blvd
Bob Jones Nature Cent & Preserve

Alliance

114

114

114