

**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:

W I T N E S E T H:

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, 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, 2018 and ending September 30, 2023. 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 any 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 polices 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 personnel from WESTLAKE assigned by their Town Manager (or his designee) to share information and WESTLAKE will also be invited to participate in the jail and dispatch meetings with the partner cities involved in NETCOM, the Regional Holding facility, and the Regional Animal Adoption Center.
- n. KELLER agrees to make available a command staff officer at all Town of Westlake Town Council and staff meetings, and at the Town of Westlake's request, be in attendance at 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.

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 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.

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, 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 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

Tom Brymer, 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 Manager's 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

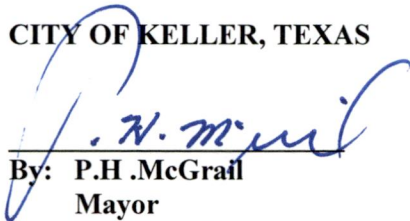
arising from its performance hereunder within WESTLAKE within limits of the Texas Tort Claims Act save and except intentional acts or acts of gross negligence by KELLER. The foregoing notwithstanding, the parties hereto reserve the right to all available legal defenses and all protections and limitations 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 18 day of September 2018, in duplicate originals.

CITY OF KELLER, TEXAS



By: P.H. McGrail
Mayor

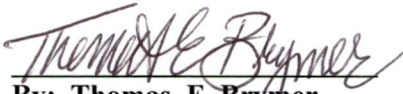


By: Mark Hafner
City Manager

TOWN OF WESTLAKE, TEXAS

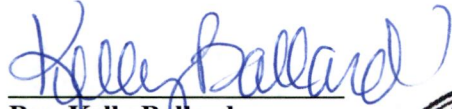


By: Laura Wheat
Mayor



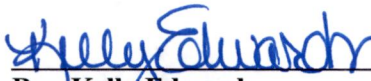
By: Thomas E. Brymer
Town Manager

ATTEST:



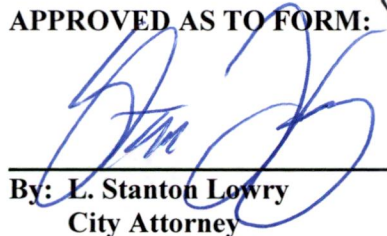
By: Kelly Ballard
City Secretary

ATTEST:



By: Kelly Edwards
Town Secretary

APPROVED AS TO FORM:



By: L. Stanton Lowry
City Attorney

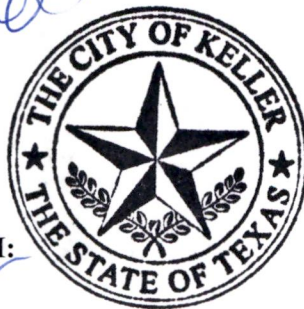


EXHIBIT A

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%

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.

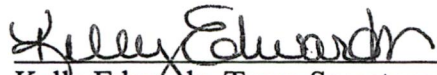
SECTION 4: That this resolution shall become effective from and after its date of passage.

PASSED AND APPROVED ON THIS 27TH DAY OF AUGUST 2018.

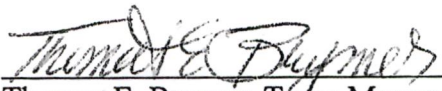
ATTEST:



Laura L. Wheat, Mayor

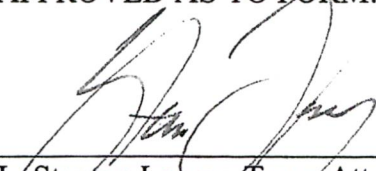


Kelly Edwards, Town Secretary

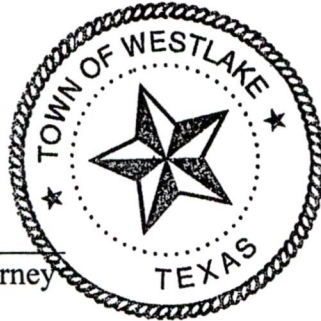


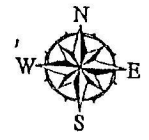
Thomas E. Brymer, Town Manager

APPROVED AS TO FORM:



L. Stanton Lowry, Town Attorney





FORT WORTH

WESTLAKE

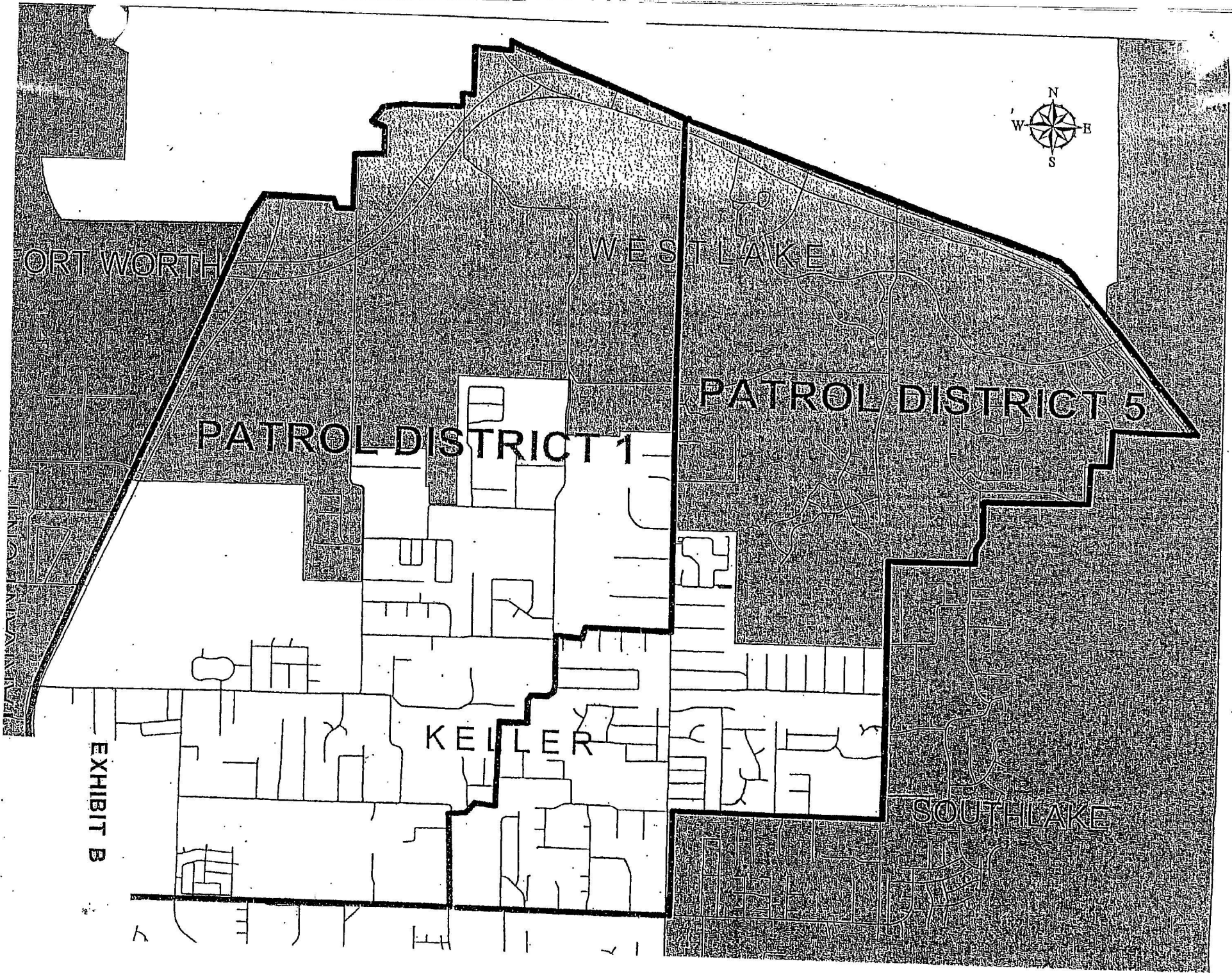
PATROL DISTRICT 1

PATROL DISTRICT 5

KELLER

SOUTHLAKE

EXHIBIT B



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.

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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.

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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.

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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*
P.H. McGrail, Mayor

ATTEST:

Kelly Ballard
Kelly Ballard, City Secretary

Approved as to Form and Legality:

MA R L
L. Stanton Lowry, City Attorney