

RESOLUTION NO. 4580

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KELLER, TEXAS, AMENDING RESOLUTION NO. 4035, DATED SEPTEMBER 18, 2018; AND AUTHORIZING AN AMENDMENT OF THE INTERLOCAL AGREEMENT FOR POLICE SERVICES (CONTRACT NO. 18-80), SECTION 3. KELLER OBLIGATIONS, AND SECTION 4. WESTLAKE OBLIGATIONS, WITH THE TOWN OF WESTLAKE, TEXAS.

WHEREAS, an Interlocal Agreement for Police Services being provided by the City of Keller, Texas for the Town of Westlake, Texas has been in effect since May 21, 2002; and

WHEREAS, the current renewal (Contract No. 18-80) was approved on September 18, 2018 and is in effect until September 30, 2023; and

WHEREAS, the City Council of the City of Keller, Texas believe it is in the best interests of their citizens to amend the Interlocal Agreement, and hereby recommends the following amendment 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 3, of the Interlocal Agreement with the Town of Westlake, Texas, be hereby amended to read as follows:

**KELLER Obligations. KELLER agrees to perform the following:**

- 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 3: THAT, Section 4, of the Interlocal Agreement with the Town of Westlake, Texas, be hereby amended to read as follows:

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

- n. 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.
- o. 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.
- p. WESTLAKE will provide an office for the SRO with a computer workstation connected to the Keller Police Department Windows NT based Local Area Network.
- q. 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.

- r. WESTLAKE shall provide any radio equipment necessary to allow the assigned officer to communicate with school staff.
- s. WESTLAKE Town Marshall, whose responsibilities were expanded to include providing school resource officer (SRO) duties in 'Amendment No. 1 of Interlocal Agreement for Police Services', 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.
- t. 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.
- u. 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.
- v. 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 3: THAT, all provisions that are not hereby amended shall remain in full force and effect.

Section 4: THAT, the Town Council of the Town of Westlake approved this agreement on October 25, 2022.

AND IT IS SO RESOLVED.

Passed by a vote of 7 to 0 on this the 1st day of November, 2022.

CITY OF KELLER, TEXAS

BY: \_\_\_\_\_  
Armin R. Mizani, Mayor

ATTEST:

\_\_\_\_\_  
Kelly Ballard, City Secretary

Approved as to Form and Legality:

\_\_\_\_\_  
L. Stanton Lowry, City Attorney