

AMENDMENT NO. 1 OF
INTERLOCAL AGREEMENT
FOR POLICE SERVICES

[To Expand the Role of the Westlake Town Marshal and Make Other Changes]

This Amendment of Interlocal Agreement (“AMENDMENT”) is made and entered into by the CITY OF KELLER, TEXAS a Home Rule municipal corporation, (“KELLER”), and the TOWN OF WESTLAKE, TEXAS a Type A General Law municipal corporation, (“WESTLAKE”) each acting by and through its duly appointed and authorized city managers adds the following to the INTERLOCAL AGREEMENT FOR POLICE SERVICES (“AGREEMENT”) that was entered into on October 1, 2018.

Pursuant to, and in accordance with, AGREEMENT Section 15 (Page 6) KELLER and WESTLAKE agree to the modification of the AGREEMENT upon execution of this AMENDMENT.

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

- g. WESTLAKE desires to expand the responsibilities of the Westlake Town Marshal to include providing school resource officer (SRO) duties. These expanded duties include the patrol, on foot and in the WESTLAKE Town Marshal vehicle, of the WESTLAKE Academy Charter School building, grounds, and parking lot. The WESTLAKE 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 / School Resource Officer when vacancies occur.

- I. 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. The WESTLAKE Town Marshal shall fully cooperate with any KELLER police department investigation, as requested.

EXECUTED the ____ day of _____, 2021.

CITY OF KELLER, TEXAS

TOWN OF WESTLAKE, TEXAS

By: Armin Mizani
Mayor

By: Laura Wheat
Mayor

By: Mark Hafner
City Manager

By: Amanda DeGan
Town Manager

ATTEST:

ATTEST:

By: Kelly Ballard
City Secretary

By: Todd Wood
Town Secretary