

RESOLUTION NO. 4437

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KELLER, TEXAS, AMENDING RESOLUTION NO. 4035, DATED SEPTEMBER 18, 2018; AND AUTHORIZING THE AMENDMENT OF THE INTERLOCAL AGREEMENT (CONTRACT NO. 18-80) FOR POLICE SERVICES 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 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:

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

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, 2021.

AND IT IS SO RESOLVED.

Passed by a vote of 7 to 0 on this the 2nd day of November, 2021.

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