MEMORANDUM OF UNDERSTANDING BETWEEN THE
TERRELL INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT
AND
TERRELL POLICE DEPARTMENT

WHEREAS, there is a need to formulate a framework for the interaction between the Terrell Independent School District Police Department ("TISD Police") and the Terrell Police Department ("TPD") to avoid duplication of services, maximize operational efficiency, provide for the exchange of information, and establish procedures for coordinated law enforcement and communications services;

WHEREAS, TISD Police and TPD agree that both have a duty to provide a safe and secure environment for students, staff, and citizens while those individuals are participating in school activities;

WHEREAS, TISD Police and TPD agree that both have a duty to protect the property of the Terrell Independent School District ("TISD"), including real and personal property located inside and outside the boundaries of the school district that is owned, leased, rented, or otherwise under the control of TISD; and

WHEREAS, TISD Police and TPD agree that both have a duty to enforce applicable municipal ordinances, county ordinances, and federal, state, and local laws.

BE IT THEREFORE AGREED AS FOLLOWS:

I. TISD POLICE RESPONSIBILITIES

The primary duties of police officers commissioned by TISD are as follows:

1. To provide a safe and secure environment for students, staff, and citizens while those individuals are participating in school activities.
2. To protect the property of TISD, including real and personal property located inside and outside the boundaries of the school district that is owned, leased, rented, or otherwise under the control of TISD.
3. To enforce applicable municipal ordinances, county ordinances, and federal, state, and local laws.
4. To conduct field investigations and follow-up investigations of crimes committed on TISD property during normal school hours and normal school days, unless special assistance is required, needed, or requested from TPD.

TISD Police will maintain original jurisdiction over such investigations unless specifically relinquished to TPD by the TISD Chief of Police in agreement with the TPD Chief of Police.

Cases investigated by TISD Police will be filed with the appropriate court(s) by that agency unless otherwise agreed upon.

II. JURISDICTION AND COMMAND

TPD retains concurrent jurisdiction over TISD property with TISD Police.

During normal school hours and school-sponsored activities, TISD Police shall generally serve as the primary law enforcement agency for incidents occurring on property owned, leased, rented, or otherwise under the control of TISD.

If circumstances require an immediate response and TISD Police personnel are unavailable, TPD shall respond and may assume primary jurisdiction.

During non-school hours, weekends, school holidays, summer vacation, or other periods when TISD Police personnel are unavailable, TPD may respond to calls for service occurring on TISD property and will routinely patrol TISD property as dictated by circumstances or as requested by the TISD Chief of Police.

TPD shall retain primary jurisdiction over property or areas not specifically owned, leased, rented, or otherwise under the control of TISD.

The agency having primary jurisdiction shall have command and control authority over on-scene personnel until such authority is transferred to the other agency or circumstances require withdrawal of resources by the assisting agency.

A request for assistance does not, by itself, constitute a transfer of primary jurisdiction. When TISD Police requests TPD to assume primary jurisdiction, TPD reserves the right to respond and remain the primary authority until the incident has terminated or responsibility is otherwise transferred by agreement.

The appropriate on-duty supervisors of the respective agencies shall coordinate questions involving jurisdiction, command, or transfer of responsibility.

III. ENFORCEMENT ACTIVITIES OUTSIDE TISD PROPERTY

Members of TISD Police shall generally confine enforcement activities to property under the control of TISD or to personnel or activities off school property but within the City of Terrell that directly relate to TISD students, staff, or functions.

In cases involving felonies or breaches of the peace occurring off TISD property but within the City of Terrell, a TISD Police officer shall act as prescribed by law, notify TPD, maintain the situation until the arrival of TPD, and take appropriate action when necessary to prevent bodily injury or serious property damage or loss.

TISD Police investigations that involve a significant possibility of enforcement action or citizen inquiry off property owned, leased, rented, or otherwise controlled by TISD within the City of

Terrell shall be reported to an on-duty TPD patrol supervisor, who will make appropriate notifications within TPD.

IV. INVESTIGATIONS AND CRIME SCENES

Initial investigations shall be handled and completed by the agency having primary responsibility for the incident. Follow-up investigative responsibility may be coordinated between the agencies by mutual agreement.

TPD will provide, upon request, technical support for the processing of crime scenes requiring resources or expertise beyond those available to TISD Police.

When TPD is requested to process a major crime scene, TISD Police shall secure and preserve the scene until responsibility for crime scene processing is transferred to TPD.

TPD shall have control over crime scenes it assumes through primary jurisdiction or at the request of TISD Police.

Personnel from an assisting agency shall provide the agency having primary investigative responsibility with relevant information concerning actions taken, evidence located, witnesses identified, or other information necessary for the investigation.

V. SHARED COMMUNICATIONS AND DISPATCH RESPONSIBILITIES

The Terrell Police Department Communications Division shall provide law enforcement communications and dispatch services for both TPD and TISD Police.

Communications personnel shall receive and process calls for service, dispatch appropriate law enforcement personnel, maintain radio communications, document activity in the Computer-Aided Dispatch (CAD) system, and provide other communications-related services for both agencies in accordance with established policies and procedures.

Calls for service occurring on TISD property shall generally be dispatched to TISD Police when TISD Police personnel are on duty and available. TPD personnel may also be dispatched when requested by TISD Police, when the nature or priority of the incident warrants an additional response, when TISD Police personnel are unavailable, or when otherwise appropriate under this Agreement.

When TISD Police personnel are unavailable, TPD shall be dispatched to calls requiring a law enforcement response on TISD property.

Communications personnel shall make reasonable efforts to ensure responding personnel receive pertinent information concerning the call, including information affecting officer safety, public safety, or the appropriate response.

Communications personnel shall not be responsible for resolving questions of jurisdiction, command, or investigative responsibility. Such questions shall be referred to the appropriate on-duty supervisor.

Both agencies shall provide Communications with current information necessary for effective dispatch operations, including personnel assignments, unit identifiers, schedules, supervisory contacts, and other operational information reasonably necessary to support law enforcement response.

VI. SHARED RADIO COMMUNICATIONS

TPD and TISD Police shall utilize a shared primary law enforcement radio channel or talkgroup for routine law enforcement communications unless operational circumstances require the use of another designated channel or talkgroup.

Communications personnel shall dispatch and communicate with personnel from both agencies through the shared radio system in accordance with established radio procedures.

Personnel from both agencies shall follow established radio procedures and maintain radio discipline to ensure the shared channel remains available for priority and emergency traffic.

During major incidents, pursuits, emergency traffic, tactical operations, or other circumstances requiring separation of radio traffic, Communications or an appropriate supervisor may direct personnel to an alternate channel or talkgroup.

When an incident involves personnel from both agencies, the agency having primary jurisdiction or incident command may coordinate with Communications regarding the appropriate operational channel or talkgroup.

Communications or an appropriate supervisor may restrict the primary radio channel to emergency or priority traffic when necessary for officer or public safety.

VII. SHARED COMPUTER-AIDED DISPATCH (CAD)

Communications shall create and maintain CAD events for law enforcement calls for service involving TPD and TISD Police.

CAD events shall identify the personnel and units assigned to an incident and shall document relevant information received or transmitted through Communications in accordance with established procedures.

When TPD and TISD Police personnel respond to the same incident, responding personnel may be documented within the same CAD event when appropriate.

Communications personnel shall document relevant information affecting officer safety, public safety, response, jurisdiction, or investigative responsibility when that information is received through Communications.

CAD event numbers and related information may be utilized by both agencies for legitimate law enforcement, documentation, investigative, administrative, and records purposes.

The creation of a CAD event or assignment of a particular agency or unit to a CAD event does not, by itself, establish or transfer primary jurisdiction or investigative responsibility.

Each agency remains responsible for ensuring its personnel provide Communications with accurate information necessary to properly document their activity.

VIII. TLETS, TCIC, NCIC, AND CRIMINAL JUSTICE INFORMATION

Authorized Communications personnel may provide TLETS, TCIC, NCIC, and other authorized criminal justice information services to personnel from both TPD and TISD Police for legitimate criminal justice purposes.

Access to and dissemination of criminal justice information shall be limited to appropriately authorized personnel and shall comply with applicable state and federal laws, CJIS security requirements, TLETS/TCIC/NCIC requirements, and established policies and procedures.

Personnel requesting criminal justice information shall provide Communications with sufficient information to establish and document the request and its legitimate criminal justice purpose when required.

Communications personnel may require verification of the identity, authority, or criminal justice purpose of a requesting individual before accessing or disseminating protected information.

Nothing in this Agreement requires Communications personnel to access, enter, modify, confirm, or disseminate information when doing so would violate applicable law, CJIS requirements, TLETS/TCIC/NCIC requirements, agency policy, or applicable access restrictions.

Each agency shall remain responsible for warrants, protective orders, missing persons, stolen property, vehicles, articles, and other TLETS/TCIC/NCIC records for which that agency is identified as the originating agency or otherwise has responsibility under applicable requirements.

The originating agency shall remain responsible for the accuracy, completeness, validation, modification, confirmation, and cancellation of its records unless responsibility is otherwise specifically established by written agreement or applicable policy.

IX. RECORDS AND INFORMATION SHARING

Each agency shall be responsible for maintaining records generated by its personnel in accordance with applicable law, records-retention requirements, and agency policy.

The agency having primary investigative responsibility shall normally maintain the primary offense or incident report unless otherwise agreed upon.

Assisting personnel shall complete reports, supplements, statements, CAD documentation, or other records required by their employing agency and provide relevant information to the agency having primary investigative responsibility.

Except where prohibited by law, both agencies agree to exchange information necessary for effective law enforcement and the protection of persons and property within their respective jurisdictions.

When both agencies maintain records related to the same incident, each agency shall remain responsible for records maintained by that agency and for responding to requests for those records.

Nothing in this Agreement alters either agency's obligations regarding public information, records retention, juvenile information, criminal history information, law enforcement sensitive information, or information otherwise protected or made confidential by law.

X. WARRANT SERVICE ON TISD PROPERTY

Unless otherwise dictated by circumstances and when consistent with the interests of justice and public safety, officers should avoid serving warrants on TISD property during class hours or school events.

When circumstances require execution of a warrant during those times, the warrant service should be approved by a supervisor of the initiating agency and coordinated between supervisors from both agencies when reasonably practical.

Nothing in this Agreement prevents a sworn peace officer from taking appropriate action, as required by duty and law, in an emergency or in response to an immediate threat to life or property anywhere within the City of Terrell or on property owned, leased, rented, or otherwise controlled by TISD.

XI. MAJOR AND CRITICAL INCIDENTS

Major or critical incidents may include, but are not limited to, active threats, significant acts of violence, officer-involved incidents, major crime scenes, large-scale disturbances, disasters, mass-casualty incidents, or other events requiring a significant or coordinated response from both agencies.

During a major or critical incident, both agencies shall operate cooperatively under an appropriate incident command structure.

The agency having primary jurisdiction shall normally maintain command and control unless command is transferred by mutual agreement or circumstances require otherwise.

Nothing in this Agreement shall delay immediate action by personnel from either agency when reasonably necessary to protect life, prevent serious bodily injury, address an immediate threat to public safety, apprehend a dangerous offender, or perform other duties required by law.

As soon as reasonably practical, supervisors or command personnel shall coordinate incident command, investigative responsibilities, crime scene management, evidence responsibilities, communications and radio operations, resource needs, necessary notifications, public information, and transition to follow-up operations.

Communications shall support the incident by coordinating radio traffic, documenting relevant information in CAD, making notifications as directed, and assisting with requests for additional personnel or resources in accordance with established procedures.

XII. REQUESTS FOR ASSISTANCE AND TRANSFER OF RESPONSIBILITY

Either agency may request assistance from the other when additional personnel, investigative assistance, communications support, traffic control, crime scene assistance, specialized personnel or equipment, or other law enforcement resources are reasonably necessary.

Routine requests for assistance may be communicated through Communications, on-duty personnel, or other established agency contacts.

Requests involving a significant commitment of personnel or resources, specialized units, transfer of primary responsibility, or a major or critical incident should be coordinated between appropriate supervisors or command personnel as soon as reasonably practical.

When one agency initially responds to an incident within the primary jurisdiction of the other agency, responding personnel shall take reasonable action necessary to address immediate public-safety concerns, preserve the scene and evidence when applicable, and notify the agency having primary jurisdiction.

Upon arrival of personnel from the agency having primary jurisdiction, responding personnel shall provide relevant information regarding the incident and actions already taken.

When responsibility for an incident or investigation is transferred, the transfer shall be clearly communicated to the appropriate supervisors, responding personnel, and Communications.

Relevant CAD information, case or incident numbers, reports, evidence information, investigative information, and other necessary documentation shall be exchanged as appropriate and permitted by law.

Transfer of primary responsibility does not relieve personnel from either agency of documentation, reporting, evidence, or notification requirements imposed by their employing agency.

XIII. COMPENSATION AND REIMBURSEMENT

Each party to this Agreement expressly waives the right granted by Texas Local Government Code, Section 362.003, to request reimbursement for services performed under this Agreement.

Any law enforcement officer or other person assigned, designated, or ordered by the chief law enforcement officer of the agency that regularly employs the person to perform police or peace officer duties pursuant to this Agreement shall receive the same wage, salary, pension, compensation, and other rights for such service, including injury or death benefits and workers' compensation benefits, as though the service had been rendered within the jurisdiction of the employing agency.

All wage and disability payments, workers' compensation benefits, pension payments, damage to equipment and clothing, medical expenses, and expenses of travel, food, and lodging shall be paid by the agency that regularly employs the person in the same manner as though the service had been rendered within that agency's jurisdiction.

Nothing in this Agreement prevents either entity from hiring an officer in an off-duty capacity for a specific purpose, in which case the hiring entity will make payments to the officer in accordance with the applicable off-duty hiring agreement.

XIV. CIVIL LIABILITY AND CLAIMS

In the event any person performing law enforcement, police protection, or detention services pursuant to this Agreement is named as a party to a civil lawsuit, state or federal, arising from the performance of those services, that person shall be entitled to the same benefits the person would have been entitled to receive had the civil action arisen from the performance of duties for the agency where the person is regularly employed and within that agency's jurisdiction.

Each party expressly waives all claims against the other party for compensation for loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except for acts in violation of law.

Third-party claims against the parties shall be governed by the Texas Tort Claims Act or other applicable statutes, ordinances, or laws of the State of Texas and the United States.

XV. GOVERNMENTAL IMMUNITY

It is expressly understood and agreed that, in the execution of this Agreement, no party waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions.

XVI. INTERAGENCY COORDINATION

The agencies may develop additional written procedures, operational guidelines, communications plans, contact lists, or protocols consistent with this Agreement without requiring amendment of the entire Memorandum of Understanding.

Representatives from both agencies should periodically review shared Communications procedures, personnel and supervisory contacts, radio procedures, CAD operations, criminal justice information procedures, records responsibilities, jurisdictional issues, and major-incident procedures to ensure continued effective coordination between the agencies.

Operational changes that do not alter the substantive terms of this Agreement may be addressed through mutually agreed-upon procedures or directives.

APPROVAL

Terrell Independent School District

By: _____ Date: _____

Dr. Georgeanne Warnock, Superintendent

Terrell Police Department

By: _____ Date: _____

Arley D. Sansom, Chief of Police