

## **Memorandum of Understanding**

**THIS Memorandum of Understanding** is entered into by and between the City of Wylie, a municipal corporation of Collin County, Texas by and through its duly authorized City of Wylie Police Chief, and the Collin County Community College, a state institution of higher education located in Collin County, Texas by and through its duly authorized Collin County Community College Police Chief,

The Chief Officers of both the City of Wylie Police Department (WPD) and the Collin College Police Department (CPD) recognize the importance of promoting partnerships among public safety/service organizations throughout the region in order to better serve the citizens of our community. The Parties desire to provide law enforcement services and to investigate crime in order to protect life and property within the geographical areas common to the City of Wylie and the Collin County Community College.

Section 51.203 of the Texas Education Code provides for the governing boards of each state institution of higher education to employ and commission peace officers for the purpose of providing police services to all property owned, leased, rented, or otherwise under the control of the institution of higher education that employs the peace officer; and Collin County Community College District has employed and commissioned said peace officers.

The Parties recognize that a memorandum of understanding would allow for better coordination of law enforcement efforts, would provide that adequate equipment and personnel is available, and would help ensure that assistance is accomplished in the minimum time possible in response to a law enforcement event occurring within the concurrent jurisdictions and thus desire to enter into an agreement to provide mutual assistance.

**PART 1 - PURPOSE:** The purpose of this memorandum is to facilitate effective and mutually-beneficial interaction between CPD and WPD and to define each agency's respective responsibilities.

**PART 2 - DURATION:** This memorandum shall become effective upon agreement and shall remain in effect until it is amended, terminated, or otherwise dissolved by both parties.

**PART 3- SUBSTANTIVE TERMS:** The following substantive terms are hereby agreed to:

- a. **AUTHORITY and CONCURRENT JURISDICTION** - The peace officers of CPD and WPD are granted law enforcement authority pursuant to the laws of the State of Texas. CPD has primary law enforcement jurisdiction on all property real and personal, owned, leased, rented or otherwise under the control of Collin County Community College District and shall provide police services on said property. WPD has primary law enforcement jurisdiction and provides police services for those areas of Wylie outside the boundaries of Collin County Community College District. CPD will respond if requested to in progress incidents at any location inside the city of Wylie.

Any call for services, regardless of location, which requires advanced crime scene support or advanced investigative support may be referred to WPD. All offenses which take place on college property "391 Country Club Rd." may be handled by CPD unless otherwise agreed upon.

- 1) Each Party agrees to notify the other Party of any incident or situation that may affect the public safety of the service populations in the respective jurisdictions.
- 2) When it is necessary to execute a warrant or conduct an investigation outside their primary jurisdiction, the investigating agency will contact the primary jurisdiction agency and an officer of that agency will assist when necessary.
- 3) In the event of a suspect pursuit, the communications unit will notify the primary jurisdiction and the pursuing officer will proceed as necessary.

b. REQUESTING ASSISTANCE - Should either Party have need for assistance, the ranking on duty supervisor of the Requesting Party will direct the request to the ranking on duty supervisor of the Responding Party. It is the responsibility of the ranking on duty supervisor of each Party to make the proper chain of command notifications regarding the incident.

d. REQUIRED INFORMATION BY REQUESTING PARTY. Each request for assistance shall be accompanied by the following information, to the extent known:

- 1) A general description of the incident, emergency, disaster, damage or injury sustained or threatened;
- 2) Identification of the emergency service function or functions for which assistance is needed (e.g. major criminal investigation, tactical situation, riot, crowd control, crime scene investigation, or other law enforcement related activity);
- 3) The amount, kind and type of personnel, equipment, materials, supplies, and/or facilities needed and a reasonable estimate of the length of time that each will be needed;
- 4) The location or locations to which the resources are to be dispatched and the specific time by which the resources are needed; and
- 5) The name and contact information of a representative of the Requesting Party to meet the personnel and equipment of any Responding Party at each location to which resources are dispatched.

e. ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE: When contacted by a Requesting Party, the ranking on duty supervisor of the Responding Party shall assess their local resources to determine availability of personnel, equipment and other assistance based on current or anticipated needs. The Parties agree to render assistance to the extent personnel, equipment, and resources are deemed available. No Party shall be required to provide the requested assistance unless it determines that it has sufficient resources to do so based upon current or anticipated events within its own primary jurisdiction.

f. COMMAND PROTOCOL, SUPERVISION AND CONTROL: When providing assistance under the terms of this memorandum, the personnel, equipment, and resources of the Responding Party will remain under the operational control of the Responding Party.

- 1) Both parties understand the need to communicate and to cooperate in order to coordinate the law enforcement response to safely resolve the situation. When possible, an incident command post will be established and liaison personnel from each agency will be assigned to ensure that the lines of communication remain open.
- 2) In most cases, the Requesting Party shall be the lead agency responsible for the investigation of the incident. There may be occurrences when it is in the best interest of both parties that the Responding Party assumes the role of the lead agency. The on-scene supervisors in consultation with the chain of command of each party will determine the best course of action.

g. **SPECIAL UNITS:** Should a situation develop in which it is determined that there is a need for the WPD Special Units; the ranking CPD supervisor will make a request to the ranking WPD supervisor who will initiate a callout and provide an initial briefing of the situation to the Unit commander. Upon arrival of the WPD specialized unit, incident command will transfer to the appropriate Wylie Police commander. The designated commander will remain in charge of the operation until the situation is resolved or otherwise able to be transferred back to the CPD. The Parties will coordinate the follow-up investigation after the incident has culminated. WPD will assume the lead with CPD providing any support necessary.

h. **INVESTIGATION OF CRIMINAL OFFENSES:** CPD will be responsible for investigating property crimes and offenses that occur at Collin College facilities within the City of Wylie. CPD may request assistance from WPD if a crime occurs that requires advanced investigation techniques or crime scene processing assistance. CPD may request the assistance of the WPD Crime Scene Unit (CSU) for the purpose of collecting and preserving evidence for offenses that occur at Collin College facilities within the City of Wylie by contacting Wylie Public Safety Communication (PSC) Dispatch Center. WPD CSU may turn over certain types of evidence directly to CPD staff at the scene. WPD CSU may be required to log certain types of evidence into the WPD Property/Evidence Room, in which case the evidence will be logged in under an "Assist Other Agency" file number. CPD evidence logged into WPD Property/Evidence Room will be made available to CPD staff upon request during WPD Property/Evidence Room normal business hours.

Serious violent offenses that occur at Collin College facilities within the City of Wylie may be assigned a Wylie file number and investigated by WPD. WPD investigators will request CSU assistance using WPD established protocol. WPD will notify CPD of serious violent offenses that occur on CPD facilities in the City of Wylie.

*Chris Holsted*

~~Anthony Henderson~~ *Chris Holsted*  
Chief, Wylie Police Department *City Manager*

12-9-19

Date Signed

*William F. Taylor*

William F. Taylor  
Chief, Collin College Police Department

11-22-2019

Date Signed