

Memorandum of Understanding

THIS Memorandum of Understanding is entered into by and between the City of Allen, a municipal corporation of Collin County, Texas acting by and through its duly authorized City of Allen Police Chief, and the Collin County Community College District, a state institution of higher education located in Collin County, Texas by and through its duly authorized Collin County Community College District Police Chief, referred herein to individually as the "Party" or collectively as the "Parties"

The Chief Officers of both the City of Allen Police Department (APD) and the Collin College Police Department (CCPD) 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 Allen and the Collin County Community College District.

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 CCPD and APD 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. Either Party may terminate this memorandum by giving written notice to the other Party which such termination being effective upon delivery to the other Party.

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

a. **AUTHORITY and CONCURRENT JURISDICTION** - The peace officers of CCPD and APD are granted law enforcement authority pursuant to the laws of the State of Texas. CCPD 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. APD has primary law enforcement jurisdiction and provides police services for those areas of Allen outside the boundaries of Collin County

Community College District. CCPD will respond if requested by APD to in progress incidents at any location inside the City of Allen.

Any call for services, regardless of location, which requires advanced crime scene support or advanced investigative support may be referred to APD. All offenses which take place on college property at "2550 Bending Branch Way" may be handled by CCPD unless otherwise agreed upon by both Parties.

- 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 the Parties 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.

c. 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.

d. 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.

e. 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.

f. SPECIAL UNITS: Should a situation develop in which it is determined that there is a need for the APD Special Units; the ranking CCPD supervisor will make a request to the ranking APD supervisor who will initiate a callout and provide an initial briefing of the situation to the Unit commander. Upon arrival of the APD specialized unit, incident command will transfer to the appropriate Allen 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 CCPD. The Parties will coordinate the follow-up investigation after the incident has culminated. APD will assume the lead with CCPD providing any support necessary.

g. INVESTIGATION OF CRIMINAL OFFENSES: CCPD will be responsible for investigating property crimes and offenses that occur at Collin College facilities within the City of Allen. CCPD may request assistance from APD if a crime occurs that requires advanced investigation techniques or crime scene processing assistance. CCPD may request the assistance of the APD Crime Scene Unit (CSU) for the purpose of collecting and preserving evidence for offenses that occur at Collin College facilities within the City of Allen by contacting Allen Police Department Dispatch Center. APD CSU may turn over certain types of evidence directly to CCPD staff at the scene. APD CSU may be required to log certain types of evidence into the APD Property/Evidence Room, in which case the evidence will be logged in under an "Assist Other Agency" file number. CCPD evidence logged into APD

Property/Evidence Room will be made available to CCPD staff upon request during APD Property/Evidence Room normal business hours.

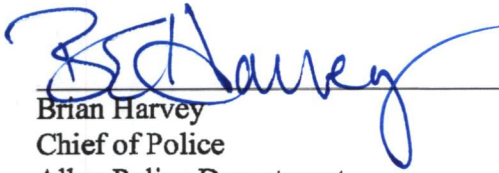
Serious violent offenses that occur at Collin College facilities within the City of Allen may be assigned an Allen file number and investigated by APD. APD investigators will request CSU assistance using APD established protocol. APD will notify CCPD of serious violent offenses that occur on CCPD facilities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

h. It is expressly understood and agreed that, in execution of this Memorandum, neither Party waives, nor shall be deemed hereby to have waived any immunity or defenses that would otherwise be available to it against any claims arising in the exercise of governmental powers and functions. By entering into this Memorandum, the Parties do not create any obligations, express or implied, other than set forth herein, and this Memorandum shall not create any rights in parties not signatories hereto.

(signature page to follow)

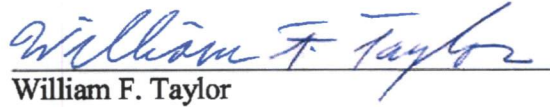
EXECUTED this 26th day of DECEMBER, 2019.

City of Allen, Texas

By: 
Brian Harvey
Chief of Police
Allen Police Department

EXECUTED this 18th day of DECEMBER, 2019.

Collin County Community College District

By: 
William F. Taylor
Chief of Police
Collin College Police Department