

## **Memorandum of Understanding**

**THIS Memorandum of Understanding** is entered into by and between the City of Farmersville Police Department and the Collin County Community College District Police Department.

The Chief Officers of both the City of Farmersville Police Department (FPD) 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 Farmersville 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.

Section 341.001 of the Texas Local Government Code authorizes the governing body of a Type A general-law city to establish and regulate a municipal police force, which action the City has undertaken for the health, safety, and welfare of the general public and the protection of the citizens of the City by and through Chapter 38 of the Farmersville Code.

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. The Parties also recognize that this Memorandum of Understanding has not been approved by and is not binding on either the City of Farmersville, Texas or the Collin County Community College District.

**PART 1 - PURPOSE:** The purpose of this memorandum is to facilitate effective and mutually beneficial interaction between CCPD and FPD 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 CCPD and FPD 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 ("College Property") and shall provide police services on said College Property. FPD has primary law enforcement jurisdiction and provides police services for all areas located within the City of Farmersville, Texas ("City"), including concurrent law enforcement jurisdiction on College Property to the extent such College Property is also situated within the corporate limits of the City. CCPD will respond if requested to in-progress incidents at any location inside the City.

Any call for services, regardless of location, which requires advanced crime scene support or advanced investigative support may be referred to FPD. FPD has limited resources and no specific "Special Units" at this time. FPD currently utilizes resources from Local, County, and State agencies as needed. FPD will assist CCPD in obtaining additional assistance if necessary. Any offenses which take place on College Property at 2200 County Road 611 may be handled by CCPD unless otherwise agreed.

- 1) CCPD agrees to notify FPD of any incident or situation that may affect the public safety on and about College Property and/or the City.
- 2) When it is necessary for CCPD to execute a warrant or conduct an investigation outside their primary jurisdiction, CCPD will contact the FPD and an officer of that agency will, once available, assist when necessary.
- 3) When it is necessary for FPD to execute a warrant or conduct an investigation on and about College Property, FPD will contact the CCPD and an officer of that agency will, once available, assist when necessary.
- 4) In the event of a suspect pursuit, the communications unit will notify the other jurisdiction and the pursuing officer will proceed as necessary in accordance with the pursuing jurisdiction's General Orders.

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.

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 Special Units; the ranking CCPD supervisor will make a request to the ranking FPD supervisor to request assistance. The ranking FPD supervisor based on resources and capabilities will initiate a callout of additional FPD personnel if so warranted. FPD has limited resources and no specific "Special Units" at this time. FPD currently utilizes resources from Local, County, and State agencies as needed. FPD will assist CCPD in obtaining additional assistance if necessary. Upon arrival of the specialized unit, incident command will transfer to the appropriate Commander as determined by CCPD. The CCPD will make the determinations as to designated commanders and who will remain in charge of the operation until the situation is resolved or otherwise able to be transferred back to the CCPD.

h. INVESTIGATION OF CRIMINAL OFFENSES: CCPD will be responsible for investigating property crimes and offenses that occur at Collin College facilities within the City of Farmersville. CCPD may request assistance from FPD if a crime occurs that requires advanced investigation techniques or crime scene processing assistance. CCPD

may request the assistance of the FPD to obtain assistance from the Collin County Crime Scene Unit (CSU) for the purpose of collecting and preserving evidence for offenses that occur at Collin College facilities within the City by contacting Collin County Sheriff Dispatch Center. The responsible CSU may turn over certain types of evidence directly to CCPD staff at the scene. Crime scene evidence that is booked into the Collin County Sheriff's Office ("CCSO") by CSU or by FPD personnel to the Property/Evidence Room, in which case the evidence will be logged in under an "Assist Other Agency" file number. CCPD evidence logged into the responsible agency's Property/Evidence Room will be made available to CCPD staff upon request during normal business hours of the responsible agency's Property/Evidence Room.

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

IN WITNESS WHEREOF, the parties hereto have set their hands by their representatives duly authorized on the day and year first written above.

**CITY OF FARMERSVILLE POLICE  
DEPARTMENT**

By:   
MICHAEL SULLIVAN  
Chief of Police

Date Signed: 12-18-2019

**COLLIN COLLEGE POLICE  
DEPARTMENT**

  
WILLIAM F. TAYLOR  
Chief of Police

Date Signed: 12-6-2019