

MEMORANDUM OF UNDERSTANDING
Aledo ISD Police Department, Aledo ISD
&
Fort Worth Police Department, The City of Fort Worth

This Memorandum of Understanding (“Agreement”) is entered into by and between ALEDO INDEPENDENT SCHOOL DISTRICT on behalf of its Police Department and the CITY OF FORT WORTH on behalf of its Police Department, each referred to as “party” and collectively as “parties”.

WHEREAS Section 37.081(g) of the Texas Education Code requires a school district police department and the law enforcement agencies with which it has overlapping jurisdiction to enter into a memorandum of understanding that outlines reasonable communication and coordination of efforts between the department and the agencies;

WHEREAS the parties acknowledge that they share overlapping and concurrent jurisdiction and agree to provide each other mutual aid and assistance within such overlapping jurisdictions in accordance with the terms and conditions of this Agreement; and

WHEREAS this document shall serve as the memorandum of understanding addressing the requirements of Section 37.081(g) of the Texas Education Code and the intentions of the parties.

NOW THEREFORE, under the authority of Section 37.081(g) of the Texas Education Code, the parties agree as follows:

- a) There is a need to formulate a framework for the interaction between the Aledo ISD Police Department (“AISD PD”) and the City of Fort Worth Police Department (“FWPD”) to avoid duplication of services, to maximize operational efficiency, and to provide for the exchange of information between the agencies. The primary duties of police officers commissioned by the Aledo Independent School District are as follows:
 - i) To provide a safe and secure environment for students, staff and citizens while those individuals are participating in AISD activities;
 - ii) To protect the property of the AISD (including property, real and personal, located inside and outside the boundaries of the school district that is owned, leased, rented, or otherwise under the control of the AISD); and
 - iii) To enforce all laws, including municipal ordinances, county ordinances, federal, state, and local laws.
- b) In the interest of creating reasonable communication and coordination efforts between the AISD PD and the FWPD, the parties hereby agree that the duties of the AISD PD are to be performed within the jurisdiction of the Aledo Independent School District, including all territory located within the geographical boundaries of AISD, and all property

outside the boundaries of the District that is owned, leased, or rented by, or otherwise under the control of, the District and its Board of Trustees.

- c) It is further acknowledged and agreed by both parties that the jurisdiction of the AISD PD does and shall include, as part of its jurisdiction determined by the AISD Board of Trustees and state law, certain territory located within the City of Fort Worth as well as located within the AISD. The parties agree that to the extent of the overlapping jurisdiction, each will not interfere with or overlap current and ongoing duties of each department unless otherwise specifically requested or under exigent circumstances. In the event that the parties exercise such concurrent jurisdiction, the parties agree to keep each other reasonably notified as to such matters and to provide such notice as promptly as reasonably possible.
- d) As the default, both agencies agree that the “Law Enforcement” agency providing the most significant resources shall be in “command” of the event. The agencies agree that responding officers may agree upon who will be the primary agency and responsible for reports and handling. However, at the request of the Chief of the Aledo ISD Police Department, command of any incident involving or on Aledo ISD real property may be assumed by the Aledo ISD Police Department; and, at the request of the Chief of the Fort Worth Police Department or his representative, command of any incidents outside of Aledo ISD real property and inside the City of Fort Worth limits, may be assumed by FWPD. Both agencies agree that both agencies will have representation in the event a command center is established. In a significant event, both agencies agree to coordinate the release of information to the media, parents, and the communities involved.
- e) Each party shall be solely responsible for the acts of its own officers, employees, agents, trustees, or supervisors, but not for the acts of the officers, employees, agents, trustees, or supervisors of the other party. It is expressly understood and agreed that nothing herein shall be construed as creating an employment or agency relationship between FWPD and AISD PD. Nothing herein shall waive or release any governmental immunity possessed by either party under state or federal laws. Nothing in this Agreement shall be construed as authority for either party to make any commitment that will bind the other party.

This Agreement is subject to all applicable federal and state laws, rules and regulations. Invalidity of any portion of this Agreement under the laws of the State of Texas or the United States shall not affect the validity of the remainder of this Agreement. The parties agree that venue for any claim or cause of action arising out of this Agreement shall be located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

This Agreement constitutes the entire understanding between the parties as to the matters contained herein. Any prior or contemporaneous oral or written agreement or other documents are hereby declared null and void to the extent they may conflict with any of these provisions.

No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing and duly executed by the parties.

This Agreement may be terminated by either party for any reason with written notice of at least thirty (30) days to the other party. Upon termination of this Agreement, the parties will make a good faith attempt to negotiate and execute another Agreement as required by Texas Education Code Section 37.081(g).

This Memorandum of Understanding shall be valid for a period of one (1) year from the date signed by the Assistant City Manager. This Memorandum of Understanding shall automatically renew thereafter for one-year periods until it is terminated in accordance with this Agreement.

(signature page follows)

(remainder of page intentionally left blank)

ACCEPTED AND AGREED:

Forest Collins
Board President

Date

Dr. Susan Bohn
Aledo ISD Superintendent

Date

Fred D. Collie
Chief of Police
Aledo ISD Police Department

Date

Neil Noakes
Chief of Police
Fort Worth Police Department

Date

William Johnson
Assistant City Manager
The City of Fort Worth

Date