

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and between the City of Uvalde Police Department and the Uvalde Consolidated Independent School District Police Department (UCISDPD).

WHEREAS, pursuant to Texas Education Code Section 37.081(g), a school district police department and the law enforcement agencies with overlapping jurisdiction shall enter into a memorandum of understanding outlining reasonable communication and coordination efforts. This MOU also constitutes an Interlocal Agreement under Chapter 791 of the Texas Local Government Code to assist the parties in performing their governmental functions. Any associated costs shall be paid from current revenues available to each party.

WHEREAS, both the Uvalde Police Department and the UCISDPD are committed to serving the community effectively and efficiently by achieving common goals through mutual cooperation;

WHEREAS, the parties desire to formalize communication and coordination efforts, clarify jurisdiction, define responsibilities, and foster cooperation to enhance services provided to the citizens of Uvalde, Texas.

WHEREAS, Texas Education Code Section 37.081 (g) A school district police department and the law enforcement agencies with which it has overlapping jurisdiction shall enter into a memorandum of understanding that outlines reasonable communication and coordination efforts between the department and the agencies. This MOU constitutes an Interlocal Agreement pursuant to Chapter 791 of the Texas Local Government Code, to assist the Parties with performing their governmental functions. Any costs associated from this MOU shall be made from current revenues then available to each Party.

WHEREAS, both the Uvalde Police Department and the Uvalde Independent School District Police Department are committed to serving the community effectively and efficiently for reaching common goals through mutual cooperation; and

WHEREAS, the City of Uvalde Police Department and Uvalde Independent School District Police Department now wish to enter into a Memorandum of Understanding outlining communication and coordination of efforts between the two law enforcement entities. This MOU is a formal agreement to clarify jurisdiction, define parameters and areas of responsibilities, and to establish a spirit of cooperation to enhance the services both agencies provide to the citizens residing within the city

limits of Uvalde, TX in accordance with the provisions of the Texas Education Code, Section 37.081 and Chapter 791 of the Texas Local Government Code.

NOW THEREFORE:

The parties to this Memorandum of Understanding hereby agree as follows:

1. Uvalde Consolidated Independent School District Police Department (UCISDPD) shall have primary jurisdiction for the provision of all police services, except as otherwise specified in this Memorandum of Understanding, on property owned, leased or rented by or otherwise under the control of Uvalde Consolidated Independent School District. Uvalde Police Department Officers shall not enforce any "school or house rule," as they are not school disciplinarians and should not assume this role. Uvalde Police Department Officers will not become involved in administrative matters of the UCISD which are not criminal matters. Uvalde Police Department personnel may be called upon as campus guests to conduct presentations or teach a variety of law enforcement related subjects to students, school staff, and officials. Teaching is not only a formal opportunity to educate the campus population, but also another method to build rapport with students, school staff, and officials.
2. UCISDPD shall be responsible for responding to all requests, which come to their attention, for police services originating from any property owned, leased or rented by or otherwise under the control of Uvalde Consolidated Independent School District. UCISDPD responsibilities include enforcing criminal law and protecting the students, staff, and public at large against criminal activity, and taking enforcement action on criminal matters when appropriate;
3. UCISDPD shall be responsible for providing Uvalde Police with a current list of all properties owned, leased or under the control of the UCISDPD that are within the city limits of the City of Uvalde. The list will include the property name and Street Address.
4. The Uvalde Police Department Public Information Office shall (except in cases of immediate life safety emergencies when time is critical) notify the UCISD Communications Office prior to releasing information to the media or public in joint cases involving students, district employees, crimes involving district property or where the investigation involves the mutual interest of both the Uvalde Police Department and UCISDPD.
5. The Uvalde Police Department agrees to comply with notification of criminal activities involving students enrolled in Uvalde Independent School District schools pursuant to Article 15.27 of the Texas Code of Criminal Procedures.

6. Upon request of the UCISD PD, the Uvalde Police Department will assist the UCISDPD or other lead agency in the reporting and investigating of major crimes against persons, including homicide, kidnapping, and suicide.
7. UCISDPD shall notify the Uvalde Police of any incident or situation on any property owned, leased or under the control of the Uvalde Consolidated ISD that may affect the safety of the residents of the City of Uvalde not occupying said property.
8. The Uvalde Police Department agrees to provide 24-hour, 911 and emergency police dispatch communications through their Public Safety Answering Point (PSAP) for the Uvalde Consolidated Independent School District Police Department (UCISDPD).
9. This agreement does not include non-emergency administrative support. UCISDPD agrees to establish a dedicated non-emergency phone line.
10. UCISDPD personnel, Uvalde Police Department personnel, and UCISD personnel agree to adhere to state laws, federal laws, FERPA, HIPPA, CJIS security policies, TLETS security policies, educational records policies, and any medical records policies regarding records handling, authorization to view, authorization to transmit, retention and destruction, handling and privacy. As well as appropriate documentation, legal service requirements, and applicable public safety exceptions.
11. UCISDPD personnel, Uvalde Police Department personnel, and UCISD personnel agree to adhere to state and federal statutes related to distribution of civil and criminal intelligence information, handling of personally identifiable information, medical records, criminal justice records, confidential information, civil records, criminal history records, and intelligence information transmitted by, provided by, or forwarded by Uvalde Police Department personnel to UCISDPD and/or UCISD personnel as well as from UCISDPD and/or UCISD personnel to Uvalde Police Department for official use, law enforcement use, and/or public safety use.
12. This agreement does not include providing actual radios (in-car or handheld) to UCISDPD personnel. Purchasing radios is the responsibility of UCISDPD.
13. The UCISDPD agrees to adhere to the Uvalde Police Department's police dispatch and communications protocols, policies, and procedures.
14. In the event that the Uvalde Police Department responds to assist the UCISD Police Department on district property, UPD's response will be limited to assisting the UCISDPD Incident Commander as necessary. UCISDPD will retain command of the incident unless command is relinquished to the Uvalde Police Department. Uvalde Police Officers shall adhere to Uvalde Police Department policies and procedures while on UCISD property.

15. UCISDPD will endeavor to provide a safe and secure environment for students, staff, and citizens while those persons are participating in or attending school sponsored activities which includes, but not limited to, extra-curricular activities, students in transit to and from school in a UCISD vehicle, or any other school-sponsored or school related activity on or off campus.
16. UCISDPD generally does not field units during evenings, weekends, and some holidays. UCISDPD is responsible for providing Uvalde Police dispatch with a personnel schedule, holiday calendar, and on-call direct contact information for UCISDPD. Uvalde Police Department will generally respond to calls for service during those times, but in the event a UCISDPD employee is needed, the UCISDPD will dispatch either a supervisor or officer to assist the Uvalde Police Department. There is no requirement for Uvalde Police Department to furnish substitute officers on days when UCISDPD officers are absent from work.
17. Security staffing for UCISD events and district sponsored events to include athletic events, field trips, festivals, out of town escorts, and extra-curricular activities both on campus and off campus are the responsibility of UCISD.
18. The Uvalde Police Department may refer criminal cases committed against district property, committed by or against district students, employees, or the general public on or near district property to UCISDPD for investigation purposes. Such cases will then be under the exclusive direction of the U.C.I.S.D. Police Department, unless and until the UCISDPD Department requests further assistance by the Uvalde Police Department. Both the Uvalde Police Department and the UCISDPD shall openly communicate with each other on efforts undertaken to better serve the community and schools.
19. The Uvalde Police Department and the UCISDPD shall make all reasonable attempts to coordinate activities, which impact the other department. The Uvalde Police Department will agree to provide officer safety assistance and assist with officer back-up to officers employed by UCISDPD when requested and as resources allow to assist with the safety of UCISDPD officers.
20. The Uvalde Police Department agrees to assist the UCISDPD in responding to active shooter calls on UCISD campuses as able. Active Shooter Incident Management calls for the establishment of Unified Command. Both the UCISDPD and Uvalde Police Department will participate in Unified Command as appropriate.
21. When it is necessary for Uvalde Police to execute a warrant or conduct an investigation on any property owned, leased or under the control of Uvalde Consolidated ISD the Uvalde Police Department agrees to coordinate any needed warrant service within the city limits of Uvalde, Texas with the UCISDPD to ensure the least amount of classroom and campus disruption. UCISD staff shall not

intervene during this process. UCISDPD may assist with expediting the execution of the warrant and removal of the UCISD student

22. Both the Uvalde Police Department and the UCISDPD shall establish a formal communication process by appointing a Liaison Officer who shall report directly to the Chief of Police of the respective departments.
23. The Chief of Uvalde Police or his designee and the Chief of UCISDPD may enter into mutually agreed upon intra-agency training opportunities on the Uvalde CISD campuses, as necessary.
24. The Chief of the UCISDPD and the Chief of the Uvalde Police may enter into more specific and detailed operational procedures and guidelines as necessary.
25. This Memorandum of Understanding is subject to modification as needed to provide for the maximum operational efficiency of both departments. Such modification shall be in writing and mutually agreed upon.

This agreement can be terminated by either party. A written, 90-day notice of termination must be provided.

IN WITNESS OF WHICH THIS MEMORANDUM OF UNDERSTANDING

has been executed on this ____ day of _____

Chief of Police
Uvalde Consolidated ISD

Chief of Police: Uvalde P.D.

Superintendent
Uvalde Consolidated ISD

City of Uvalde: Mayor
