

Memorandum of Understanding

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

The Chief Officers of both the City of McKinney Police Department (MPD) and the 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 McKinney and Collin 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 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 MPD 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 MPD 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 College District and shall provide police services on said property. MPD has primary law enforcement jurisdiction and provides police services for those areas of McKinney outside the boundaries of Collin College District. Any call for service, regardless of location, which requires advanced crime scene support or advanced investigative support may be referred to MPD. All offenses which take place on college property "2200 West University Drive" and "3452 Spur 399" may be handled by CCPD 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.
- 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 MPD Special Units: the ranking CCPD supervisor will make a request to the ranking MPD supervisor who will initiate a callout and provide an initial briefing of the situation to the Unit commander. Upon arrival of the MPD specialized unit, incident command will transfer to the appropriate McKinney 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. MPD will assume the lead with CCPD providing any support necessary.
- G. INVESTIGATION OF CRIMINAL OFFENSES – CCPD will be responsible for investigating property crimes and other minor offenses that occur at Collin College facilities within the City of McKinney. CCPD may request assistance from MPD if a crime occurs that requires advanced investigation techniques or crime scene processing assistance. CCPD may request the assistance of the MPD Crime Scene Unit (CSU) for the purpose of collecting and preserving evidence for offenses that occur at Collin College facilities within the City of McKinney by contacting McKinney Communications Dispatch Center. MPD Crime Scene personnel will turn over evidence directly to CCPD staff at the scene. If it is determined/requested that MPD take over the investigation all evidence will be logged directly into the MPD Property/Evidence Room

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



Gregory Conley

Chief, McKinney Police Department

3-30-16
Date Signed



William Taylor

Chief, Collin College Police Department

MARCH 29, 2016
Date Signed