

MEMORANDUM OF UNDERSTANDING

Aledo ISD Police Department, Aledo ISD

&

Willow Park Police Department, The City of Willow Park

WHEREAS Section 37.081 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;

WHEREAS this document shall serve as the Memorandum of Understanding addressing the requirements of Section 37.081 of the Texas Education Code and the intentions of the parties;

NOW THEREFORE, under the authority of Section 37.081 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 Willow Park Police Department (“WPPD”) 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 WPPD, the parties hereby agree that the duties of the AISD PD are to be performed within the jurisdiction of the Aledo Independent School District (AISD), 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 Willow Park 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.

- g) 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 the Chief of the Willow Park Police Department or his representative, command of any incidents outside of Aledo ISD real property and inside the The The City of Willow Park limits, may be assumed by WPPD. 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.
- h) 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 WPPD 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 in state courts, Parker County Texas.

This Memorandum of Understanding shall be valid for a period of one (1) year from the date indicated below. Either party shall give the other party a minimum thirty (30) days written notice of any changes, amendments, alterations or termination of said Memorandum. The Memorandum of Understanding shall automatically renew for a period of (1) year, and continue to renew each year thereafter, if no written notice is provided as set forth herein.

Forest Collins
Board President

Date

Dr. Susan Bohn
Aledo ISD Superintendent

Date

Fred D. Collie
Chief of Police
Aledo ISD Police Department

Date

Daniel Franklin
Chief of Police
Willow Park Police Department

Date

The City of Willow Park Representative

Date