

STATE OF TEXAS}

CITY OF KILLEEN}

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and between the City of Killeen on behalf of its Police Department (KPD), and Texas A&M University-Central Texas (TAMUCT), a member of the Texas A&M University System, an agency of the State of Texas, on behalf of its Police Department (**TAMUCTPO**).

WHEREAS: Texas Education Code Section 51.203. Campus Peace Officers

- A. The governing boards of each state institution of higher education and public technical institute may employ any commissioned peace officers for the purpose of carrying out the provisions of this subchapter. The primary jurisdiction of a peace officer commissioned under this section includes all counties in which Property is owned, leased, rented, or otherwise under the control of the institution of higher education or public technical institute that employs the peace officer.
- B. Within a peace officer's primary jurisdiction, a peace officer commissioned under this section:
 - 1. Is vested with all the powers, privileges, and immunities of peace officers;
 - 2. May, in accordance with Chapter 14, Code of Criminal Procedure, arrest without a warrant any person who violates a law of the state; and
 - 3. May enforce all traffic laws on streets and highways

WHEREAS: TAMUCT has employed state-certified peace officers commissioned under the requirements of the Texas Commission on Law Enforcement

WHEREAS: Both the KPD and TAMUCTPD now wish to enter into this MOU outlining communication and coordination of efforts between the two law enforcement entities.

NOW THEREFORE: The parties to this MOU hereby agree as follows:

- 1. TAMUCTPD shall have primary jurisdiction for the provision of all police services, except as otherwise specified in the Memorandum of Understanding, on Property owned or under the control of TAMUCT, except as provided in section 2.
- 2. KPD will have primary jurisdiction for Property under the control of TAMUCT (leased and sublet) located in the Killeen city limits at 1020 Trimmier.
- 3. TAMUCTPD shall be responsible for responding to all requests that come to their attention. for police services originating from all Property

owned or under the control of TAMUCT.

4. TAMUCTPD shall be responsible for providing KPD with a current list and map(s) of all properties owned or under TAMUCTPD's control that are within the city limits of the City of Killeen. The list will include the property name and street address.
5. TAMUCTPD shall notify the KPD of any incident or situation on any property owned, or under the control of TAMUCT, that may affect the safety of the residents of the City of Killeen not occupying said Property.
6. KPD shall notify the TAMUCTPD of any incident or situation on any property within the City of Killeen's city limits that may affect the safety of occupants of any property owned, leased, rented, or under the control of the TAMUCT.
7. Should the TAMUCTPO request an entry for a Wanted Person record, a Missing Person record or Property (over \$500 in value only) record into the International Justice and Public Safety Network (NLETSs), the TAMUCTPD will execute the standard Non Terminal Agency Agreement pertaining to access to the Texas Law Enforcement Telecommunications System (TLETS), the Texas Crime Information Center (TCIC}, and the National Crime Information Center (NCIC}, and associated systems. As per the Non-Terminal Agency agreement, the TAMUCTPD agrees to deliver original warrants for housing at KPD until served, to provide full reports involved in any other NLETS entries, and to immediately notify KPD of any entry cancellations, modifications, or deletions. All TAMUCTPD officers' TLETS/TCIC certifications will be up to date.
8. Should TAMUCTPD request assistance from the KPD Criminal Investigation Division for processing, collecting, and preserving evidence at a major crime scene, such as a homicide or arson, KPD will retain primary jurisdiction until the incident has been terminated. TAMUCTPD will support and assist KPD as directed by the ranking investigating officer at the scene. KPD will assume responsibility for investigating and managing the incident. KPD shall involve and coordinate the processing of the crime scene, including handling all evidence and managing the incident with TAMUCTPD during and after the event.
9. Should the TAMUCTPD request the assistance of the KPD Special Response Team or SWAT, in incidents including but not limited to riot, violent demonstrations, the discovery of suspected explosive ordinance devices, or a hostage situation, the SWAT team shall be granted primary jurisdiction authority of the incident.
10. The TAMUCTPD will support and assist the KPD Special Response Team (SWAT) as directed by the ranking KPD officer at the scene. TAMUCTPO will assist in the investigation, as needed and/or requested. KPD shall be responsible for the investigation and case management of the incident and shall involve and coordinate the TAMUCTPD in the investigation during and after the event.
11. KPD will provide TAMUCTPD with a copy of the investigation; TAMUCTPD

will be required to report the incident to the Uniform Crime Reporting/National Incident-Based Reporting System (UCR/NIBRS).

The KPD report must document the actual location (identifying the jurisdiction) of the incident and list the University as a "reporting party" or "other involved" for annual UCR search purposes (CLERY Act).

12. Should TAMUCTPD encounter an active shooter situation on the main campus or under the control of TAMUCT, and/or adjacent to any properties stated herein, the TAMUCTPD shall request the assistance of KPD to immediately assist in quelling an incident of this magnitude without delay to avoid and/or limit human casualties or to assist in controlling access **routes to** and from campus. KPD will retain primary jurisdiction until the incident is terminated. KPD shall be responsible for investigating and managing the incident. KPD shall involve and coordinate with TAMUCTPO in the investigation of the incident during and after the event. *Refer to the UCR reporting requirement in section 9 above.*
13. When KPD executes a warrant on any property owned or under the control of TAMUCT, KPD will contact the TAMUCTPD and request a TAMUCT officer to accompany the KPD officers. Efforts will be taken to refrain from interrupting TAMUCT classes and other activities to effect an arrest or execute a search warrant.
14. In the event of "fresh" or "hot" pursuit on or directed toward TAMUCT property, KPD shall notify the TAMUCTPD as soon as possible, and a TAMUCTPD officer will proceed as needed or requested.
15. In the event of "fresh" or "hot" pursuit on or directed toward the city limits of Killeen, the TAMUCTPD shall notify KPD as soon as possible, and the KPD officer will proceed as needed or requested.
16. The Chief of KPD or designee will allow the use of the KPD communication channel to expedite radio communications between agencies. TAMUCTPD will monitor the KPD frequency and respond to radio calls for assistance as needed or requested.
- 15. Compensation:** Any law enforcement officer who provides services pursuant to this MOU shall be paid by the agency employing the officer and be entitled to all the normal benefits (wage, salary, pension, etc.) afforded to the officer by the employing agency. Each party paying for the performance of governmental functions or services must make that payment from current revenues available to the paying party. Officers providing services pursuant to this MOU are the employees of the agency employing the officer and shall not be deemed an employee of the other party to this MOU. As such, the officers are not entitled to any pay, salary, wages, pension, or other employment benefits from the other party.
- 16.** All costs associated with the use of any equipment; damage to equipment or clothing; replacement of lost, damaged, or destroyed equipment; as a result of assisting pursuant

to the MOU, shall be the responsibility of the agency owning such Property.

17. Procedures to request aid:

- a. Any request for aid under this agreement shall include a statement of the amount and type of personnel and/or equipment being requested, and the location to which such personnel and/or equipment are to be dispatched. The actual amount and type of personnel and/or equipment to be furnished shall be determined by the officer in charge of the responding department. Any request to render assistance and aid shall be responded to as is necessary to provide and make available the personnel and/or equipment requests; provided, however, that the responding department may withhold or withdraw personnel and equipment to the extent necessary to provide reasonable law enforcement services within its own jurisdiction.
- b. If an on-duty law enforcement officer of either agency within this agreement personally observes a law enforcement officer of the other agency within this agreement involved in an emergency *situation* where it is obvious that immediate assistance and/or backup is necessary and proper for the safety of the officer and/or other persons, such as an on-duty officer may provide such assistance as the officer is capable of rendering under the circumstances.
- c. Any on-duty supervisor of the requesting agency may request emergency assistance by contacting the on-duty supervisor of the responding agency. If TAMUCTPD is requesting KPD's Tactical Response Unit, the on-duty KPD supervisor will follow established KPD procedures for notification and deployment authorization.
- d. Officers responding to a request for aid shall report to the officer in charge of the scene.

18. Status of Officer: While any law enforcement officer employed by either agency is in the service of the other agency, that officer shall be acting as a peace officer with all the powers of a regular law enforcement officer for that agency, as though that officer were within his or her own jurisdiction where he or she is employed. That officer's qualification for office where he or she is employed shall constitute his or her qualifications for office in such other agency, and no other oath, bond, or compensation need be made.

19. Liability: Each agency agrees to acquire and keep in full force and effect liability insurance covering its law enforcement officer when acting pursuant to this MOU in the following minimum amounts:

- \$250,000 each person and \$500,000 each single occurrence for bodily injury or death, and \$100,000 for every single occurrence for injury to or destruction of Property.

20. Records: During incidents involving mutual aid, each agency will maintain all records in accordance with its own policy. Mutual aid incidents will be considered a joint

investigation between the KPD and TAMUCTPD.

21. KPD Jail Procedures: TAMUCTPD officers may bring persons they arrest to the KPD for housing using the following procedures:

- a. TAMUCTPD officers will complete all required jail paperwork (complaint, probable cause affidavit, etc.) and have it approved by a KPD supervisor before departing KPO. KPD reserves the right to refuse any prisoner if there is a substantial cause.
 - b. TAMUCTPD will not bring arrestees to the KPD jail until any known psychological or medical issues of a significant nature have been mitigated.
 - c. KPD will collect latent prints on all arrestees and submit them to DPS using ORI TX 0142300.
 - d. TAMUCTPD officers will be responsible for any transportation and security needs associated with their arrests, based on the medical or psychological needs of the arrestee, as well as arraignments, transfers to other facilities, or other judicial/investigative needs.
 - e. TAMUCTPD is responsible for screening their cases with the prosecutor's office; if a criminal complaint is not received before the 48-hour detention deadline, TAMUCTPD will be notified, and the prisoner shall be released with no charges filed.
 - f. Property storage space is limited in the jail. Any property in excess of the minimal property on the person of the subject at the time of their arrest will not be accepted by KPD and is the responsibility of TAMUCTPD. The KPD cannot accept any perishable, combustible, or otherwise hazardous property.
- 22.** The Chief of KPD or designee and the Chief of TAMUCTPD or designee may agree upon inter-agency training opportunities on the TAMUCT main campus or at the KPD training facility, as needed or requested.
- 23.** The Chief of TAMUCTPD or a designee, and the Chief of KPD, may enter into more specific and detailed operational procedures and guidelines as necessary. All such operational procedures and guidelines shall be in writing and specifically incorporated herein.
- 24.** To be effective, any revision or addition to this MOU must be in writing and signed by all the parties.
- 25.** Either party may terminate this MOU by writing to the other party at any time deemed necessary by that agency. Written notice is deemed effective if delivered by hand with a signed receipt, by certified mail, or by another US mail delivery service that provides

proof of delivery.

26. This MOU commences on the date of execution indicated below and will remain in effect for five years unless sooner terminated pursuant to section 25 or extended by written agreement of the parties. The parties agree to review the provisions of this MOU for their propriety on each anniversary of its execution.
27. Each party shall comply with all applicable federal, state, and local laws, ordinances, and regulations in relation to this MOU. This obligation supersedes any conflicting obligation of this MOU.
28. Each provision of this MOU is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full *force* and *effect* if the essential terms of this MOU remain valid, legal, and enforceable.

IN WITNESS WHEREOF, THIS MEMORANDUM OF UNDERSTANDING has been
executed on this the _____ day of _____, YEAR

Charles Rodriguez, Chief of Police
Texas A&M University, Central Texas

Laura Wilson, Assistant City Manager
City of Killeen