

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF MESQUITE

AND

DALLAS COUNTY COMMUNITY COLLEGE DISTRICT

This Memorandum of Understanding is entered into by and between the Dallas County Community College District (DCCCD), a Texas political subdivision of higher education and the City of Mesquite ("CITY"), a political subdivision of the State of Texas, with the cooperative objective of providing police services to the DCCCD, its students, employees, members of the public who come upon DCCCD properties for educational programs and other special events, and DCCCD properties. The purpose of this Memorandum of Understanding is to delineate police responsibilities between DCCCD Police and CITY's Police Department ("MPD").

RECITALS

The parties hereto recognize the vulnerability of the people, communities and schools located within Dallas County, Texas to damage, injury, and loss of life and property resulting from natural or manmade catastrophes, riots, or hostile military or paramilitary action; and

The full and effective utilization of the resources available to the CITY and the DCCCD is necessary for the prompt and efficient rescue, care and treatment of persons victimized or threatened by disaster;

NOW, THEREFORE, the DCCCD and the CITY, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

The police agencies hereto agree that the policing concept hereafter outlined will be accomplished within the jurisdictional restraints of DCCCD Police under the Texas Education Code Section 51.203, which states:

(a) The governing boards of each state institution of higher education and public technical institute may employ and commission 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.

(c) Outside a peace officer's primary jurisdiction, a peace officer commissioned under this section is vested with all the powers, privileges, and immunities of peace officers and may arrest any person who violates any law of the state if the peace officer:

- (1) is summoned by another law enforcement agency to provide assistance;
- (2) is assisting another law enforcement agency; or
- (3) is otherwise performing his duties as a peace officer for the institution of higher education or public technical institute that employs the peace officer.

(d) Any officer assigned to duty and commissioned shall take and file the oath required of peace officers.

(e) Any person commissioned under this Act must be a certified police officer under the requirements of the Texas Commission on Law Enforcement.

A. DEFINITIONS

- 1. DCCCD means the Dallas County Community College District.
- 2. DCCCD officer(s) means a peace officer as authorized under the Code of Criminal Procedure, Art. 2.12 (8) and commissioned by DCCCD.
- 3. MPD officer(s) means an officer of the CITY.
- 4. City of Mesquite is a political subdivision of the State of Texas.

B. RESPONSIBILITIES

- 1. MPD shall retain concurrent jurisdiction, subject to any request(s) for assistance by the DCCCD Police Department ("DCCCD PD") or exigent circumstances requiring

immediate police response and may provide police services on DCCCD properties, including but not limited to:

- Preparing offense reports
 - Making arrests
 - Conducting follow-up criminal investigations
2. Criminal offenses committed against a person, property or facilities of DCCCD within the confines of DCCCD property will be reported to and investigated by the DCCCD PD.
 3. The DCCCD PD will notify the MPD as soon as practicable of any incident or situation that occurs anywhere on a DCCCD facility that may affect the safety of residents of CITY.
 4. DCCCD officers are dedicated to providing police services to its patrons, employees, systems, and properties including but not limited to:
 - DCCCD facilities, buildings, and parking lots
 - DCCCD special events
 5. DCCCD officers are deployed to carry out their responsibilities through patrol operations and by responding to calls for service.
 6. DCCCD officers are expected to direct their attention to DCCCD-related matters. Law enforcement activities by DCCCD officers will focus on matters that directly impact DCCCD facilities and events. As a matter of routine, DCCCD officers shall only engage in a matter occurring in conjunction with, associated with, and connected to DCCCD. However, DCCCD officers may respond to citizen calls for service within the jurisdictional responsibility of the MPD in areas immediately adjacent to the DCCCD facilities and involve DCCCD students or employees. The MPD shall immediately be notified of the DCCCD PD response.

C. METHOD OF OPERATION

The following guidelines apply to answering DCCCD-related calls for service.

1. General Field Operations

- (a) As a rule, DCCCD officers are authorized to respond to calls for service and may handle misdemeanor and felony crimes unless this responsibility is relinquished to the MPD, pursuant to this Agreement.
- (b) E-911 calls received by the CITY related to DCCCD will be forwarded to the DCCCD Police Dispatch Center. The MPD may respond to E-911 DCCCD-related calls at its discretion.

- (c) DCCCD officers may continue to enforce traffic regulations pertinent to their jurisdiction and investigate accidents.
- (d) DCCCD officers may transport to the appropriate detention facility and book any prisoners they arrest.

2. Follow-Up Investigations

- (a) Follow-up criminal investigations including physical evidence investigations at crime scenes will be handled and completed by the DCCCD Police Department unless investigative assistance is requested from MPD.
- (b) DCCCD PD may file cases in the appropriate jurisdiction of DCCCD-related offenses that they handle.
- (c) DCCCD PD may request assistance on offenses when it determines the expertise of the MPD may help in solving the case. The extent of involvement of MPD personnel is determined by the MPD Commander. Upon request, each agency will keep the other informed on the progress of a DCCCD-related police matter.
- (d) The agency that handles the incident may submit statistical data to other criminal justice agencies as needed.

3. Mutual Aid Request

- (a) DCCCD PD may request mutual assistance in the investigation of criminal activity, enforcement of state or local laws, or to protect health, life, and property from riot, disaster, and the threat of concealed explosives, unlawful assembly characterized by force and violence, or threatened or actual serious violence.
- (b) DCCCD PD may request assistance from MPD to assume primary jurisdiction on DCCCD facilities to respond to and investigate critical incidents, including but not limited to, tactical unit responses (armed barricaded subject, active shooter, sniper or riot) and fatality incidents. In such circumstances, DCCCD officers below the rank of Commander will either accept supervision by MPD personnel present at the scene upon command or disengage and cease any further law enforcement activity when directed.
- (c) Any request for assistance pursuant to this Agreement shall, when reasonably possible, include a statement of the amount and type of equipment and number of law enforcement personnel requested and specify the location to which the equipment and personnel are to be dispatched. However, the amount and type of equipment and number of personnel actually furnished by the Responding Agency shall be determined by the Responding Agency's Chief, or his/her designee.
- (d) Operational and tactical command and final authority to take specific law enforcement action on DCCCD facilities will lie within the purview of the DCCCD Chief of Police or his/her designee unless the MPD's assistance has been requested by DCCCD. In that event, MPD shall assume operational and tactical command and final authority over the

specific law enforcement activity.

- (e) The Chief, or his/her designee, of the Responding Agency, in his/her sole discretion, may at any time withdraw the personnel and equipment of the Responding Agency or discontinue participation in any activity initiated pursuant to this Agreement.
- (f) All wages and disability payments, including worker compensation benefits, pension payments, damage to equipment, medical expenses, travel, food and lodging shall be paid by the Agency which employs the officer providing services pursuant to this Agreement. Each Responding Agency shall remain responsible for the payment of salary and benefits as well as for the legal defense of the Responding Agency's officers or personnel when acting pursuant to this Agreement.
- (g) The parties to this Agreement hereby agree and covenant that each party shall remain solely responsible for the legal defense and any legal liability due to the actions of an officer or other personnel employed by said party. Nothing herein shall be construed to expand or enlarge the legal liability of any party for any alleged acts or omissions of any employee beyond that which might exist in the absence of this Agreement. Nothing herein shall be construed as a waiver of any legal defense of any nature whatsoever to any claim against a party or an officer or employee of a party.

4. Execution of Warrants

- (a) When MPD executes a warrant on DCCCD facilities, the MPD will contact the DCCCD and request a DCCCD officer to accompany the MPD officer(s). Reasonable efforts will be taken to refrain from interrupting a class to effect an arrest or execute a warrant. In the event of continuous close pursuit beginning in the jurisdiction of the MPD, the MPD will notify the DCCCD as soon as possible, and the DCCCD will assist as necessary.
- (b) When the DCCCD executes a warrant off campus in CITY, the DCCCD will contact the MPD and request an MPD officer to accompany the DCCCD officer(s). In the event of continuous close pursuit beginning in the jurisdiction of the DCCCD, the DCCCD will notify the MPD as soon as possible, and the MPD will assist as necessary.

5. Information Sharing

- (a) The Parties agree, within the bounds of state and Federal law, that every effort will be made to share information, to maintain a safe and secure campus for students, employees, and visitors to the DCCCD.
- (b) The information and records shared under this Memorandum may, when appropriate, include information or records permitted to be released by DCCCD under exceptions to the Family Education Rights and Privacy Act ("FERPA"), including the Health and Safety Exception to the Act.

D. GENERAL PROVISIONS

1. Waiver of Claims

- (a) Each Party to this Agreement respectively waives all claims against the other Party for compensation for any loss, damage, personal injury or death occurring as a consequence of the performance of this Agreement even though such alleged damage may have occurred as a result of alleged tortious conduct of any Party to this Agreement.

The Parties hereto expressly do not waive any immunity or other defenses to any civil claims with the execution of this Agreement. It is understood and agreed that, by executing this Agreement, no Party waives, nor shall be deemed hereby to waive, any immunity or defense which otherwise is available in claims arising which occur from or in connection with, any activity conducted pursuant to this Agreement.

2. **Venue** - Each Party to this Agreement agrees that if legal action is brought under this Agreement, the venue shall lie in Dallas County, Texas. The Parties hereby stipulate and agree that this Agreement shall be governed by the laws of the State of Texas.

E. AUTHORITY

1. The undersigned represent that they have authority to enter into this Agreement.
2. The provisions of this Agreement are to be deemed severable such that should any one or more of the provisions or terms contained in this Agreement be, for any reason, held to be invalid, illegal, void or enforceable, such holding shall not affect the validity of any other provision or term herein, and the Agreement shall be construed as if such invalid, unenforceable, illegal or void provision did not exist.
3. The validity of the Agreement and any of its terms or provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas.
4. The Agreement may be amended by agreement of the Parties to it in writing and attached to and incorporated in this Agreement.
5. This Agreement shall be automatically renewed for successive one (1) year terms thereafter (each a Renewal Term) until and unless either Party provides the other Party with one hundred eighty (180) days prior written notice prior to the end of the Initial Term or a Renewal Term.
6. **This Agreement contains all commitments and agreements of the Parties with respect to police responsibilities between DCCCD Police and MPD on DCCCD Properties. No other oral or written commitments of the Parties with respect to police responsibilities under this Agreement shall have any force or effect if not contained herein.**

Agreed to by:

**Dallas County Community College
District**

By: _____

Dr. Joe May, Chancellor

By: _____

Lauretta Hill
Chief of Police

Date _____

11/16/18

City of Mesquite

By: _____

Cliff Keheley, City Manager

By: _____

Charles Cato
Chief of Police

ATTEST:

By: _____

Sonja Land, City Secretary

APPROVED AS TO FORM:

By: _____

Assistant City Attorney

Date _____