

MEMORANDUM OF UNDERSTANDING

BETWEEN TARRANT COUNTY COLLEGE DISTRICT, on behalf of its POLICE DEPARTMENT AND THE CITY OF NORTH RICHLAND HILLS, on behalf of its POLICE DEPARTMENT

THIS MEMORANDUM OF UNDERSTANDING (“AGREEMENT”) is made and entered into by and between **TARRANT COUNTY COLLEGE DISTRICT** (hereinafter, “**TCC**”) on behalf of its Police Department (hereinafter, “**TCC PD**”) and the **CITY OF NORTH RICHLAND HILLS** on behalf of its Police Department (hereinafter “**NRH PD**”), both parties being duly organized and existing under the laws of the State of Texas, acting herein by and through their respective governing bodies. TCC PD and NRH PD may be referred to herein individually as a “Party” and collectively as the “Parties”.

RECITALS:

WHEREAS, the Texas State Legislature has authorized the formulation of interlocal cooperating agreements between and among governmental entities; and

WHEREAS, this Agreement is made under the authority granted by and pursuant to Chapter 791 of the Texas Government Code which authorizes the **City of North Richland Hills** and **Tarrant County College District** to enter into this agreement for purposes of achieving mutual governmental functions; and

WHEREAS, **TCC PD** and **NRH PD** desire to enter into this Memorandum of Understanding wherein the specialized equipment, facilities and trained law enforcement personnel of each Party is available for assistance to the other Party on an as needed and as required basis.

IN CONSIDERATION OF THE AGREEMENTS SET FORTH HERIN, the parties agree:

1. **MUTUAL AID.** During the term of this Agreement, the Parties agree to provide, upon request of the TCC Police Department to the North Richland Hills Police Department, such law enforcement personnel and such available equipment or facilities as may be requested for the investigation or suppression of crime within the jurisdictional areas of Tarrant County College at its Northeast Campus; provided, that the requested personnel, equipment or facilities are not otherwise engaged or required by the North Richland Hills Police Department, as determined by the Chief of Police, or designee, of the North Richland Hills Police Department. Requests for mutual aid made pursuant to this Agreement shall be made by and to the respective Chief of Police, or designee, of the party to whom the request is made.
2. **JURISDICTION.** NRH PD will retain primary jurisdiction over non-TCC-owned property and streets subject to such assistance as may be requested of TCC PD.

3. **COMMAND AUTHORITY.** Because the parties hold concurrent jurisdiction and in the spirit of cooperation and most efficient response and use of resources, the parties agree that TCC PD shall request NRH PD assistance first in all incidents where aid is required. NRH PD shall respond to such requests accordingly if the Chief of Police, or designee, deems reasonable. North Richland Hills Police Officers will notify the TCC Police dispatcher prior to their presence at the scene, and upon arriving at the scene, an NRH PD Incident Commander will notify and seek an update from the TCC PD's on-scene incident commander. TCC PD and NRH PD will establish a Unified Command structure with TCC PD maintaining overall command. In the event an incident requires a tactical unit or major case response, including not limited to, an active shooter, homicide, kidnapping, suicide, death or serious bodily injury the NRH PD Incident Commander will assume command of the scene until it is determined command can be transferred back to TCC PD.
4. **MEDIA.** In the event where NRH PD is involved in a joint investigation with TCC PD regarding incident(s) pertaining to students, district employees, crimes involving district property, the NRH PD Public Information Office shall notify TCC PD's Public Information Office, prior to releasing information to the media or public, in such joint cases where the investigation involves the mutual interests of both NRH PD and TCC PD.
5. **NRH PD ARRESTS AND SEARCHES ON TARRANT COUNTY COLLEGE PROPERTY.** NRH PD officers desiring to make a felony warrant arrest on TCC property shall contact the TCC PD to coordinate warrant service on TCC property. A TCC PD officer shall accompany an NRH PD officer when executing such a felony arrest warrant. No arrest will be made while the subject of the warrant is attending class, but the officers may make an arrest after the subject leaves the classroom, taking into consideration the safety of bystanders in the immediate vicinity and disruptions to the TCC campus. When executing a search warrant on TCC property, an officer of TCC PD will accompany NRH PD officers executing the search warrant.
6. **GANG UNIT AND TACTICAL INTELLIGENCE UNIT ASSISTANCE.** NRH PD and TCC PD agree to provide mutual Gang unit and Tactical Intelligence Unit assistance, as available, and share intelligence information regarding campus crime. Each Party shall protect any information provided to it by the other Party as it would protect its own information, as authorized by law.
7. **EMPLOYMENT STATUS.** While any law enforcement officer, who is regularly employed by NRH PD, is assisting TCC PD pursuant to this Agreement, the officer shall continue to be an employee of the NRH PD, with all of the powers of a regular law enforcement officer in such other jurisdiction as fully as though they were within the jurisdiction where the officer is regularly employed, and their qualification, respectively, for office where regularly employed shall constitute the officer's qualification for office in such other jurisdiction, and no other oath, bond, or compensation need be made. Notwithstanding the command structure contemplated by this Section 2, TCC PD and/or NRH PD shall remain responsible and liable for the actions and inactions of its own employees.
8. **EQUIPMENT AND FACILITIES.** When requested to assist TCC PD, properly trained NRH PD personnel shall have access to all equipment and facilities available for use by TCC PD.

9. **NOTIFICATION OF ARRESTS.** A law enforcement officer assigned by NRH PD to assist TCC PD under this Agreement, when a request for assistance has been made, may make arrests outside the jurisdiction in which the officer is employed but within the jurisdiction of the TCC PD, as contemplated by this Agreement. However, TCC PD shall be notified of any arrest made by NRH PD officers in its jurisdiction without delay. Peace officers employed by the parties to this Agreement shall have such investigative law enforcement authority in TCC PD's jurisdiction to reasonably accomplish the purpose for which the request for mutual aid assistance is made under this Agreement.
10. **COMPENSATION RESPONSIBILITIES.** Each Party to this Agreement shall be responsible for all salaries, benefits, workers compensation and other compensation, costs and expenses due and attributable to that Party's own personnel, equipment and facilities that are assigned and made available to TCC PD hereunder, unless otherwise agreed in writing by the Parties on a case-by-case basis. NRH PD shall not require reimbursement of any cost or expenses for personnel, equipment or facilities that are made available to TCC PD hereunder, unless otherwise agreed in writing by the Parties on a case-by-case basis.
11. **TERM.** The term of this Agreement shall be for five (5) years from the date of execution, with any Party having the right to terminate this Agreement upon thirty (30) day's written notice to the other Party. This Agreement will thereafter automatically renew from year to year unless terminated in accordance with this Agreement or unless otherwise agreed to by the Parties.
12. **IMMUNITY.** It is expressly understood and agreed that, in the execution of this Agreement, no party waives nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
13. **PERFORMANCE OF SERVICES.** Police services, and all other services reasonably related thereto, under this Agreement shall be performed in accordance with the standing Operating Procedures, Rules, Regulations, and Ordinances of the department where each police officer, or police personnel, is employed, in conformity with the requirements and mandates of laws of the State of Texas and the United States.
14. **REMEDIES.** No right or remedy granted herein or reserved by the parties is exclusive of any other right or remedy provided or permitted under law or equity. No covenant or condition of this Agreement may be waived without first obtaining consent of the parties in writing. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.
15. **SEVERABILITY.** If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Agreement, are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, conditions or any other part of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

16. ENTIRE AGREEMENT. This Agreement embodies the complete agreement of the parties hereto superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein; and, except as otherwise provided herein, cannot be modified without written agreement of the parties.

17. NON-WAIVER. It is further agreed that one or more instances of forbearance by the parties hereto in the exercise of their rights herein, shall in no way constitute a waiver of any such rights. This provision shall not, under any circumstances, be applied to the waiver provisions contained in Section 10 hereinabove so as to allow any party to request and receive reimbursement for services performed under this Agreement.

18. FORCE MAJEURE. NRH PD and TCC shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control (force majeure), including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, epidemics, pandemics, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

19. NOTICE. Any notice, demand or request required or permitted to be delivered hereunder shall be deemed received when delivered in person or sent by United States mail, postage prepaid, certified mail, addressed to the Party at the address set below:

To Tarrant County College: Susan Alanis, Chief Operating Officer
Tarrant County College
300 Trinity Campus Circle
Fort Worth, Texas 76102

To the City of North Richland Hills: Chief Jimmy Perdue
North Richland Hills Police Department
4301 City Point Drive
North Richland Hills, Texas 76180

20. AUTHORIZATION. The undersigned officers and/or agents are properly authorized to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

FOR TARRANT COUNTY COLLEGE

Signature: _____
Dr. Elva LeBlanc, Chancellor

Date: _____

Recommended by: _____
Chief Shaun Williams

APPROVED AS TO FORM AND LEGALITY: _____
Carol Bracken, Associate General Counsel

FOR CITY OF NORTH RICHLAND HILLS

Signature: _____
Mark Hindman, City Manager

Date: _____

RECOMMENDED:

By: _____

Jimmy Perdue, Chief of Police

ATTEST:

APPROVED AS TO FORM:

By: _____
Alicia Richardson, City Secretary/
Chief Governance Officer

By: _____
Maleshia B. McGinnis, City Attorney