

**THE MEMORANDUM OF UNDERSTANDING
CONCERNING COMMUNICATION AND COORDINATION BETWEEN
ROBSTOWN INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT
AND ROBSTOWN POLICE DEPARTMENT**

This Memorandum of Understanding ("this MOU") is made and entered into by and between the following parties: the **Robstown Independent School District** through its Police Department and the **City of Robstown**, a political subdivision of the State of Texas through its Police Department.

WHEREAS, Texas Education Code §37.081 (g) provides that a school district police department and the law enforcement agencies with which it has overlapping jurisdiction (map attached) shall enter into a memorandum of understanding that outlines reasonable communication and coordination efforts between the department and the agencies; and,

WHEREAS, the Robstown Independent School District Police Department (RISD PD) has overlapping jurisdiction with the City of Robstown Police Department and desires to enter into such a memorandum of understanding with regard to communication and coordination of efforts between the agencies; and,

WHEREAS, it is the desire of the two agencies to assist one another in the notification and investigation of certain criminal offenses occurring in the territorial jurisdictions of the two entities; and,

WHEREAS, this cooperative effort will assist in the agencies' respective responsibilities and mission to serve the citizens of the City of Robstown and the Robstown Independent School District (RISD);

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this memorandum of understanding, the undersigned parties agree as follows:

I. Notification between Parties.

The RISD Police Department to Notify the Robstown Police Department Office

- A. The RISD PD officer will call the Robstown PD office to advise of any serious incident that occurs within RISD property identified in Exhibit A if resources from both agencies are needed for the good of the community and the success of the investigation. If approved by a Robstown PD Chief or PD Supervisor. Robstown PD officers will be dispatched to provide assistance.
- B. Once contacted by RISD PD, a Robstown PD Chief or PD Supervisor will determine what, if

any, response is needed from the Robstown PD. This decision should be based on the resources needed to accomplish the investigative goal, to serve the community, and safeguard students and staff.

The Robstown Police Department to Notify the RISD Police Department when:

- C. Robstown PD personnel are to notify the RISD PD directly to advise of the following incidents involving RISD students or school safety that occur within the jurisdiction of the Robstown PD office:
1. All RISD bus accidents so RISD PD can respond to facilitate assistance for the investigation and collection of student data necessary for the investigation, and so RISD PD has assistance with school reunification of students to parents and assistance should alternate transportation and medical transportation be made. RISD PD defers to the Robstown PD for investigations on the roadway and completion of all TxDOT reports. RISD PD shall assist the Robstown PD in the collision efforts and logistics involving such collision. RISD PD will handle bus related investigations occurring on District property unless the incident occurring on school property involves serious bodily injury or death.
 2. Any SWAT call within 1 mile to RISD property (addresses attached), which might cause alarm or interrupt campus or bus operations.
 3. Any armed suspect on school grounds, adjacent to school grounds or within 1 mile of school grounds during school hours.
 4. Any sex crimes on school grounds, adjacent to school grounds or within 1 mile of school grounds.
 5. Any suspicious person around school properties who is approaching students walking to and from school.
 6. Any fires or road blockages around schools during school hours or which may affect bus transportation.
 7. Any death of RISD student, staff member, or board member, to the extent the Robstown PD office is aware of the person's affiliation with RISD.
 8. Any pre-planned tactical operation planned during school hours within close proximity of a school (i.e., a pre-planned search warrant). While details are not necessary, there may be a request to limit traffic flow around the target area, and RISD schools in the area.
 9. Any 911 calls received originating from school campuses or school properties listed in Exhibit A.
 10. Any calls responded to after hours or holidays involving school property that require a criminal investigation or follow-up.
 11. Any calls where the Robstown PD believes that administrative assistance may reduce recidivism or impact resources of the Robstown PD to respond. Such calls may be harassment or assaultive in nature where both parties are students at a common campus or other criteria the officer believes may benefit the situation or circumstance.
 12. Arrest notifications shall be made in compliance with C.C.P. 15.27 and forwarded to the Chief of the RISD PD as designee for the Superintendent for dissemination.
- B. **Note:** RISD PD is not a 24-hour department. The department's hours are from 7:00 am to 5:00 pm on school business days, as determined in the official school calendar for school administrators. **Except in the event of an emergency**, notifications required under this section must be made to the RISD Chief of Police via phone or email during the department's official business hours. RISD shall provide contact information for emergency calls outside official

business hours.

II. Investigations.

- A. If the decision is made to call in additional Robstown PD resources for an incident that has occurred on school property for which the RISD PD initiated the response, the Robstown PD officer will respond as an assisting officer and will write a supplemental report detailing his/her activity at the scene.
- B. The parties have agreed that in any case in which RISD PD initiated the investigation and for which the Robstown PD requests the lead, RISD PD will afford the Robstown PD that authority. In order to maintain the flow of information between the agencies, one RISD PD officer will be assigned to work with Robstown PD in the investigation. This collaboration will allow the RISD PD and Robstown PD to stay informed and team their resources to accomplish the investigative goal.
- C. Robstown PD may encounter special circumstances that shall require a need for additional law enforcement support from the RISD PD. Although a call for assistance may fall outside the normal scope of RISD PD's operating procedures, and official hours, coordination can be made between both agencies that allows for RISD PD Officers to assist. If the location of the assistance falls within Robstown PD's jurisdiction, RISD PD Officers will always assist in a supplemental role, never a primary one.
- D. It is also understood that there may be situations in which the citizens, the Robstown Independent School District, and Robstown PD may be better served by the initial agency retaining primary jurisdiction over the investigation and processing of the offense.

III. Information and Record Sharing.

- A. The Robstown Police Department and RISD PD agree to follow guidelines contained in the Texas Family Code (Chapter 58) and the Family Educational Records Privacy Act (20 U.S.C. § 1232g and following) governing the sharing of student and juvenile information, as well as all regulations governing the sharing of student and juvenile information.
- B. Specific Requirements:
 - 1. Information disclosed under this agreement relates to the juvenile justice system's ability to serve, before adjudication, the student whose records are being released.
 - 2. Information obtained shall not be disclosed to a third party, other than another juvenile justice agency, except as permitted or required by law.
 - 3. Information received under this section shall be destroyed, if permitted or required by applicable law, when the child is no longer under the jurisdiction of a juvenile court.
 - 4. RISD PD and the Robstown PD collectively recognize and agree that, in accord with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g, 34 C.F.R. Part 99), RISD may not disclose education records to a law enforcement unit without prior written consent, except as appropriate in the case of an emergency if knowledge of the information is necessary to protect the health or safety of the student or other individuals. The parties

further recognize and agree that FERPA permits RISD to disclose personally identifiable student information in order to comply with a lawfully issued subpoena or court order if RISD makes a reasonable attempt to notify the parent or eligible student of the order or subpoena in advance of compliance.

IV. Radio Dispatch System

- A. The Robstown PD agrees to allow the Robstown ISD Police Department to operate on the Robstown PD's radio frequency for official business.

V. Non-Terminal Agency Agreement TLETS/NLETS Access

- A. The Robstown Police Department agrees to provide the Robstown ISO Police Department with access for solely law enforcement purposes to the Texas Law Enforcement Telecommunications System (TLETS), the Texas Crime Information Center (TCIC), and the National Crime Information Center (NCIC), (NLETS) the International Justice and Public Safety Network, and associated systems on a 24-hour, 7 days per week basis.
- B. The Robstown TSO Police Department agrees to abide by all laws of the United States and the state of Texas, and all present or hereafter approved rules, policies, and procedures of TLETS, NLETS, TCIC, NCIC and any other systems now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.
- C. The Robstown Police Department reserves the right to suspend service to the Robstown ISO Police Department, which may include canceling of records entered for the Robstown ISD Police Department, when applicable policies are violated. The Robstown PD may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected.
- D. In order to comply with NCIC policies established by the NCIC Advisory Policy Board, the Robstown ISD Police Department agrees to maintain accurate records of all TCIC/NCIC entries made through the Robstown Police Department and to immediately notify the Robstown Police Department of any changes in the status of those reports, to include the need for cancellation, deletion, or modification of information. The Robstown Police Department agrees to enter, update, and remove all records for the Robstown ISO Police Department on a timely basis, as defined by NCIC.
- E. In order to comply with NCIC hit confirmation requirement the agencies agree to the following:
 - a. If wanted person records are to be entered the Robstown Police Department's ORI, the Robstown ISO Police Department must deliver to the Robstown PD the original warrants to be held on file until such time as the record is canceled/cleared.
 - b. If property and missing person records are to be entered with the Robstown PD's ORI, the Robstown ISO PD must deliver case reports to the Robstown PD to be held on file until such time as the records is cancelled/ cleared.
 - c. If the records are to be entered with the Robstown ISO Police Department's ORI, the Robstown PD agrees to immediately forward all request for hit confirmation

that might be received at the terminal to the Robstown ISO Police Department. The Robstown ISO Police Department agrees to comply with the NCIC hit confirmation policy.

- d. If the Robstown [SD Police Department is a non-24-hour agency, the records must be entered with the Robstown PD's ORI, and case reports and original warrants must be held at the Robstown PD's office for hit confirmation purposes.

F. In order to comply with NCIC Validation requirements, the Robstown ISO Police Department agrees to perform all validation procedures as required by NCIC on all records entered through the Robstown PD office.

G. Criminal History information obtained from the TLETS terminal of the Robstown PD office will be handled according to TCIC/NCIC guidelines by the Robstown ISO Police Department.

VI. Off Duty Employment.

- A. RISD-PD on occasions may have a need to employ law enforcement officers from the other party for special events or occasions. Such employment may be approved or denied in accordance with the employed officer's departmental policy and procedures for off duty employment.
- B. When employed as an off-duty officer, the off-duty officer shall adhere to the direction of the employing party's on-duty law enforcement supervisor.

VII. Liability, Immunities, and Defenses.

- A. Nothing herein shall be deemed or construed to create a partnership, joint venture, joint enterprise, employer-employee relationship, or principal-agent relationship between the Robstown PD and RISD PD.
- B. No party to this MOU shall be responsible for the acts of an employee of another party.
- C. Liability. To the extent permitted by law and without waving sovereign immunity, each party shall be responsible for any and all claims, demands, suits, actions, damages, ad causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel in providing Mutual Aid assistance rendered or performed pursuant to the terms and conditions of this MOU. Each Party agrees to obtain general liability and public official's liability insurance, if applicable, or maintain a comparable self-insurance program.
- D. Each party acknowledges that the other party is a political subdivision of the State of Texas and is subject to and complies with the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practices and Remedies Code, Section 101.01 et seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.
- E. Each Party hereto waives all claims against the other Parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by a negligent act or omission of

an officer, employee, or agent of another Party. No Party waives or relinquishes any immunity or defense on behalf of itself, its officers, employees and agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the covenants contained herein.

- F. Workers' Compensation Coverage. Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Texas Workers' Compensation Act and all other applicable provisions of local, state and federal laws pertaining to public employment.
- G. Automobile Liability Coverage. Each Party shall be responsible for its own actions and is responsible for complying with all applicable local, state and federal laws pertaining to automobiles or other vehicles, including requirements for liability insurance coverage.
- H. Notice of Claim. Each party shall promptly advise the other party in writing of any claim or demand against either Party or known to it related to or arising out of actions or omissions under this Agreement and shall see to the investigation of and defense of such claim or demand at its expense. The other party shall have the right, at its option and at its own expense, to participate in such defense without relieving the advising party of any of its obligations under the agreement.

VIII. Termination and Renewal.

- A. Either party may withdraw from and terminate this memorandum of understanding on twenty (20) days' written notice to the other party.
- B. This memorandum of understanding is effective when signed by both parties. It shall automatically renew annually, on September 1 of each successive year for up to five (5) years, unless terminated by either party by written notice given according to the terms of this memorandum of understanding.

IX. Miscellaneous

- A. Severability. If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of the entire Agreement are severable.
- B. Amendment. The Agreement may be further amended only by the mutual written consent of the Parties that are approved by the governing bodies of the Parties.
- C. Governing Law and Venue. The laws of the State of Texas shall govern this Agreement and venue shall lie in Nueces County.

Signatures on Next Page

Signed:

By: _____
Robstown ISO Chief of Police
Robstown ISO Police
Department

Date: _____

By: _____
Robstown Chief of Police
Robstown Police
Department

Date: _____

Approved:

Robstown ISD

By: _____
Superintendent of Robstown ISD

Date: _____

City Of Robstown

By: _____
Mayor of the City of Robstown

Date: _____

Exhibit A: Address of Robstown ISD Property
Map of Overlapping Police
Jurisdiction

Exhibit B:

Exhibit A: Address of Robstown ISD Property

Robstown Early College High
School 609 TX-44, Robstown, TX
78380

Seale Junior High School
401 E Ave G, Robstown, TX 78380

Robert Driscoll Jr. STEM
Academy 122 W Ave H,
Robstown, TX 78380

Lotspeich Leadership Academy
1000 Ruben Chavez Rd, Robstown, TX 78380

San Pedro Fine Arts Academy
800 W Ave D, Robstown, TX 78380

Ortiz Intermediate School Building
208 East Ave H Robstown, TX
78380

Hattie Martin School Building
701 Nth 1st St. Robstown, TX 78380

Salazar Maintenance Building
400 W Ligustrum Blvd Robstown, TX 78380

Robstown ISO Administration Building
801 Nth 1st St Robstown, TX 78380