

CITY OF LLANO, TEXAS

RESOLUTION NO. R-2019-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LLANO, TEXAS APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE LLANO INDEPENDENT SCHOOL DISTRICT FOR THE PROVISION OF POLICE SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 37.081(g) 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 efforts between the department and the agencies; and

WHEREAS, it is the City of Llano's desire to cooperate with the Llano Independent School District in providing police services to the District's facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LLANO, TEXAS:

Section 1. The Memorandum of Understanding, ("MOU"), for police services between the Llano Independent School District and the City of Llano, attached as **Exhibit A** and incorporated herein, is hereby approved and the City Manager is authorized to execute the MOU.

Section 2. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the City of Llano, Texas this the 4th day of February 2019.


Gail Lang, Mayor

ATTEST:


Erica Berry, City Secretary

APPROVED AS TO FORM:


Cary Bovey, City Attorney

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

Between

CITY OF LLANO, on behalf of its POLICE DEPARTMENT

AND

LLANO INDEPENDENT SCHOOL DISTRICT, on behalf of its POLICE DEPARTMENT

This **Memorandum of Understanding (MOU)** is being executed by the Llano Independent School District, on behalf of its Police Department in conjunction with the City of Llano, on behalf of its Police Department. These departments agree to abide by the terms and provisions of this **MOU** throughout the duration of the **MOU**.

PURPOSE

The purpose of this **MOU** is to set out a common understanding of the policies and procedures that the City of Llano Police Department, and the Llano Independent School District Police Department will follow in providing police service to Llano Independent School District schools in the City of Llano, Llano County and/or The State of Texas. This **MOU** is intended to clarify jurisdiction, define parameters and areas of responsibilities, and to establish a spirit of cooperation to enhance the services that both agencies provide to the citizens residing within the city limits of Llano, in accordance with the provisions of the *Texas Education Code, Section 37.081*.

MISSION

The mission of this **MOU** is to provide better utilization of resources by the City of Llano Police Department and Llano Independent School Districts Police Department. Further, it will substantially increase cooperation between these two departments, eliminating waste of public resources and resulting in better accumulation of crime analysis data and ultimately providing the safest environment possible for the school children of Llano Independent School District and reducing crime in the Llano city limits.

**SERVICES PROVIDED AND RESPONSIBILITIES OF THE LLANO POLICE
DEPARTMENT**

- The City Llano Police Department Administrative Office shall notify the Llano Independent School District Administration Office, prior to releasing information to the media or public, in joint cases involving students, district employees, crimes involving district property or where the investigation involves the mutual interest of both the Llano Independent School District and the City of Llano Police Department.
- When requested, the City of Llano Police Department may provide assistance in the reporting and investigating of major crimes against person crimes reported by Llano Independent School District, including homicide, kidnapping, and suicide. Whether assistance shall be provided is subject to the sole discretion of the Chief of Police of the City of Llano, who shall take into account staffing demands and the safety and security of the City of Llano as a whole when making the determination.
- The City of Llano Police Department agrees to coordinate warrant service on Llano Independent School District property with the Llano Independent School District Police Department.
- The City of Llano Police Department will notify Llano Independent School District Police Department of any “undercover” investigation prior to commencing on any Llano Independent School District campus(s) or facilities, for safety of officers and students.
- The City of Llano Police Department will agree to provide officer safety assistance and assist with officer back-up to officers employed by the Llano Independent School District Police Department when requested, and to the degree necessary to ensure the safety of Llano Independent School District Police Officers.
- The City of Llano Police Department agrees to provide the Llano Independent School District Police Department with Uniform Crime Report and NIBRIS Reports, crime analysis and statistics of offenses occurring on Llano Independent School District property when requested.
- The first responding agency will take control of any active threats on the campus until such time as deemed appropriate to release control or authority to the local agency.
- The City of Llano Police Department acknowledges that it is obligated by law to provide notice to Llano Independent School District of criminal activity involving students enrolled in the Llano Independent School District, pursuant to Texas Code of Criminal Procedure Article 15.27
- The Parties will comply with the National Incident Management System (NIMS) as set forth by the Department of Homeland Security and incorporated by reference in Texas Government Code 418.1152.

**SERVICES PROVIDED AND RESPONSIBILITIES OF THE LLANO INDEPENDENT
SCHOOL DISTRICT POLICE DEPARTMENT**

- The Llano Independent School District Police Department will provide officer safety assistance and assist with officer back-up to officers employed by the City of Llano Police Department when requested, and to the degree necessary to ensure the safety of the City of Llano Police Officers.
- Llano Independent School District Police Department agrees to coordinate warrant service with the appropriate City of Llano Police Department Patrol Division.
- The first responding agency will take control of any active threats on the campus until such time as deemed appropriate to transfer control or authority to the local agency.
- Llano Independent School District Police Department will initiate a crime offense report and investigate all crimes on Llano Independent School District campuses and facilities. This will include, but is not limited to, preparing an arrest report and transporting any and all prisoners should an arrest occur.

OVERLAPPING JURISDICTION

If the jurisdiction of the City of Llano Police Department and Llano Independent School District Police Department overlaps or conflicts at any point, the following provision may be used to determine which entity shall exercise primary jurisdiction:

- a. Llano Independent School District Police Department has primary jurisdiction for all criminal offenses which reportedly occurred on property owned, leased, or rented by, or otherwise under the control of the Llano Independent School District.
- b. If requested, the City of Llano Police Department may assist Llano Independent School District Police Department during serious criminal incidents, including but not limited to criminal offenses which occur or are committed, in whole or in part, on Llano Independent School District property and within the City's jurisdiction. Whether assistance shall be provided is subject to the sole discretion of the Chief of Police of the City of Llano, who shall take into account staffing demands and the safety and security of the City of Llano as a whole when making the determination.

DURATION

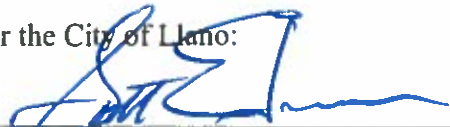
This MOU will be effective from the date that the MOU has been fully executed by both parties for a term of one year. This MOU may be renewed for 3 one-year terms by the Llano Independent

School District Police Department providing the City of Llano Police Department with a written notice of its intention to renew not later than thirty (30) days prior to the expiration of the then current term.

Nothing contained in this **MOU** shall waive the respective immunities of the City of Llano or Llano Independent School District.

SIGNATORIES

For the City of Llano:



Scott Edmonson, City Manager
City of Llano

2-5-19

Date

ATTEST:




Erica Berry, City Secretary
City of Llano

2-5-19

Date


Approved as to form:



Mike Scoggins, Chief of Police
City of Llano

2-5-2019

Date



Cary Bovey, City Attorney
For the ~~Llano Independent School District~~
City of Llano, Texas

2/5/2019

Date

For Llano ISD:



Rick Tisdale, Board President
Llano ISD

1-22-19

Date

ATTEST BY:

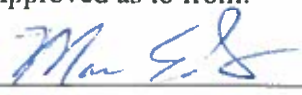


Kristi Downey, Board Secretary
Llano ISD

1-22-19

Date

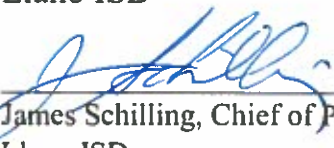
Approved as to from:



Mac Edwards, Superintendent
Llano ISD

1-22-19

Date



James Schilling, Chief of Police
Llano ISD

1-22-19

Date