

MEMORANDUM OF UNDERSTANDING/OPERATIONAL AGREEMENT
Between the
HOUSTON COMMUNITY COLLEGE POLICE DEPARTMENT
And the
FT. BEND COUNTY SHERIFF'S DEPARTMENT

PURPOSE:

Whereas, the growth and complexity of crime and violence knows no boundaries: criminal conduct, organized gang activity, youth violence, the threat of terrorism, disasters, and other critical incidences are not limited to specific jurisdictions and;

The purpose of this Memorandum of Understanding (MOU) is to set forth the functions and responsibilities of the Houston Community College Police Department ("HCC PD") in providing services within the boundaries of the Ft. Bend County Sheriff's Department.

GUIDELINES:

HCC PD will provide aide and assistance to the Ft. Bend County Sheriff's Department in enforcing laws and ordinances within the scope of HCC PD's duties as outlined by state laws, county and municipal ordinances adopted by the Ft. Bend County Sheriff's Department.

The Ft. Bend County Sheriff's Department will continue to exercise primary jurisdiction for all law enforcement functions within the Ft. Bend County Sheriff's geographical boundary not arising from an action initiated by the HCC PD.

When requested by HCC PD, the Ft. Bend County Sheriff's Department may provide necessary support services in conjunction with the Ft. Bend County Sheriff's Department's current responsibilities for policing within the Ft. Bend County Sheriff's geographical boundary.

HCC PD accepts responsibility for the actions of HCC PD personnel and may assume the duty of investigating any allegations of wrongdoing resulting from the actions of HCC PD personnel while operating within the boundaries of the Ft. Bend County Sheriff's Department. The Ft. Bend County Sheriff's Department reserves the right to conduct independent investigation of any crime or incident occurring within the Ft. Bend County Sheriff's geographical boundaries.

The Ft. Bend County Sheriff's Department may permit the lawful employment of off-duty Ft. Bend County Sheriff's deputies by HCC PD upon formal request to assist in providing a safe environment for students and staff of public schools within the jurisdiction of the Houston Community College System.

HCC PD may permit the lawful employment of off-duty HCC PD police officers by the Ft. Bend County Sheriff's Department upon formal request to assist in providing a safe environment for the citizens and constituents for Ft. Bend County within the geographical boundaries of the Ft. Bend County Sheriff's Department.

HCC PD and Ft. Bend County Sheriff's Departments will be responsible for reporting Uniform Crime Reporting statistics to the Texas Department of Public Safety for offenses occurring within their respective jurisdictions/geographical boundaries. HCC PD and Ft. Bend County Sheriff's Departments will support the collections of statistical crime data regarding school incidents and will share such mutually beneficial information with each department as needed.

HCC PD and Ft. Bend County Sheriff's Department will cooperate in sharing information, facilities and equipment when mutually beneficial and agreed upon by both parties.

In the event of natural disaster or catastrophic event both HCC PD and Ft. Bend County Sheriff's Department, agree to cooperate jointly in actions necessary for the welfare and safety of all citizens.

SPECIAL PROVISIONS:

The term of this Memorandum shall become effective immediately upon signature of both authorized representatives from HCC a Ft. Bend County Sheriff's Department. Designees from both, HCC PD and the Ft. Bend County Sheriff's Department shall review this Memorandum annually in January of each year to ascertain whether it should be continued and if any modification should be made. If there are no changes or modifications, the Memorandum of Understanding will continue as is for the next year. Any disagreement between the signatory departments will be brought to the attention of the Chief of Police, Houston Community College Police Department and/or the Sheriff for Ft. Bend County Sheriff's Department for resolution.

Nothing in this agreement is meant to reduce the current high level of cooperation that exists between the HCC PD and the Ft. Bend County Sheriff's Department nor is it intended to be a contract. Rather, it is an ongoing commitment to enhance the level of service for both departments.

Officers performing law enforcement duties as described herein shall at all times remain employees of their respective governmental entities and subject to the chain of command and departmental policies and procedures of the respective agencies.

CONCURRENCE:

Michael Benford

Michael Benford, Chief of Police
Houston Community College PD

Eric Fagan

Eric Fagan, Sheriff
Ft. Bend County Sheriff's Department

11/14/2022

Date

4/14/2023

Date

AUTHORIZED SIGNATURES

Houston Community College

By: Cesar Maldonado
Cesar Maldonado, Ph.D., P.E.,
Chancellor
Date: 10/20/2022

Fort Bend County Sheriff's Department

By: Eric Fagan
Name: ERIC FAGAN
Title: SHERIFF
Date: 4/17/2023

Fort Bend County

By: _____
KP George
County Judge
Date: _____