



ARANSAS PASS POLICE DEPARTMENT

CHIEF OF POLICE ERIC BLANCHARD

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
CITY OF ARANSAS PASS
AND
CITY OF INGLESIDE

This Memorandum of Understanding ("MOU") is made and entered into between the City of Aransas Pass, Texas: P.O.Box 2000, Aransas Pass, Texas 78335 (hereinafter referred to as the "City of Aransas Pass") and the City of Ingleside, Texas: P.O. Drawer 400, Ingleside, Texas 78362 (hereinafter referred to as "City of Ingleside") regarding the use of the City of Aransas Pass Police Department Communications staff and assets during emergency situations.

I. PURPOSE AND SCOPE

The purpose of this MOU is to establish an agreement to provide emergency police/fire/EMS communications to the City of Ingleside Police Department by the City of Aransas Pass Police Department. These services include answering 911 related calls on an as needed basis, dispatching Ingleside police officers and Ingleside firefighters to calls for service, and TCIC/NCIC responsibilities. This will be utilized by the City of Ingleside when there is lack of coverage in their department to handle the communications duties as required.

- A. Operations:** The operational details for the use of the City of Aransas Pass Police Department Communications Division by the City of Ingleside Police Department must be finalized by the Aransas Pass Police Chief and the Ingleside Police Chief.
- B. Notification of Needed Coverage:** The Ingleside Police Department shall provide the Aransas Pass Police Department with updated schedule needs a month in advance. This allows the Aransas Pass Police Department to schedule personnel to work the needed shifts. Exigent circumstances shall be handled on a case-by-case basis.

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- C. Rerouting 911 calls:** The Ingleside Police Department shall be responsible for rerouting their 911 system to be transferred directly to the Aransas Pass Police Department during times of emergency communication operations. Calls originating from land lines within the City of Ingleside will be routed directly to the Aransas Pass Police Department Communications Division for appropriate action. Calls made to 911 from cellular telephones may be directly routed to the Aransas Pass Police Department Communications Division depending upon technology factors outside the control of the Aransas Pass Communications Division. Therefore, The City of Aransas Pass does not assume responsibility for dropped cellular calls, misdirected cellular calls, or any cellular system failures preventing a 911 call from being directed to the Aransas Pass Police Department Communications Division.
- D. Management of Communications Personnel:** The management of the City of Aransas Pass Police Department Communications Division falls under the established Aransas Pass chain of command, with the Aransas Pass Police Chief having overall responsibility and control. The communications division will adhere to the established policies and protocols of the Aransas Pass Police Department
- E. Additional Personnel:** To provide adequate coverage to handle calls for service to both the City of Aransas Pass and the City of Ingleside, it will become necessary to bring in additional City of Aransas Pass personnel during the time the City of Aransas Pass is being used to provide communications service to the City of Ingleside.
- F. Ingleside Police Staff:** While utilizing the City of Aransas Pass Communications Division for dispatch responsibilities, the City of Ingleside shall adhere to the City of Aransas Pass Police policies and protocols regarding communications/dispatch. As part of the protocol, the City of Ingleside will refrain from using codes while transmitting on the radio. Communications via radio shall be in accordance with the national recognized NIMS protocol, which calls for communicating over the radio in easy to understand words and not use the traditional 10-code system of communicating.
- G. TLETS:** It shall be the Ingleside Police Department's responsibility to allow access of their TLETS and ORI information to the Aransas Pass Police Department.

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- H. **Computer Aided Dispatch (CAD):** The Aransas Pass Police Department shall utilize a computer aided dispatch system to document City of Ingleside Police Department calls for service and incident management. The Aransas Pass Police Department shall also provide copies of call sheets that pertain to activity within the jurisdiction of the Ingleside Police Department as needed and requested.
- I. **Dissemination of TCIC/NCIC/CCH information:** The Aransas Pass Police Department has authorized access as a recognized emergency Services Communications Center for law enforcement agencies to the Texas Law Enforcement Telecommunications System (TLETS) through agreement with the Texas Crime Information Center (TCIC) and the Texas Department of Public Safety. Authorized law enforcement personnel will be allowed access to TLETS through the Aransas Pass dispatcher to allowed information stored within the system to include files in the TCIC and the National Crime Information Center (NCIC). Access to TLETS through the Aransas Pass Police Department Communications Division terminals is contingent upon the following certifications and provisions:
- Law Enforcement and civilian personnel authorized by the Chief of Police of the Ingleside Police Department and have successfully completed the required course of training as designated by TCIC/NCIC;
 - Law Enforcement and civilian personnel will not be granted access to the TLETS/TCIC/NCIC databases or records produced from those databases until proof of training and certification is provided;
 - The Ingleside Police Department shall provide documented proof of required training to the Aransas Pass Police Department Communications Division upon request during TCIC, NCIC, and Criminal Justice Information System (CJIS) audit periods;

- Law Enforcement officers shall provide copies of written reports when requesting entry or modification of TCIC/NCIC records or when clearing or canceling records in TCIC/NCIC for stolen property, missing persons, protective orders, warrants, and any other authorized transaction into TCIC/NCIC databases. Requests for TCIC/NCIC entry prior to preparing officer police report may be made in cases of emergency or entries that are time sensitive in nature (example: endangered missing person, stolen police equipment, vehicle stolen during a robbery, etc.);
- Requests by law enforcement personnel for computerized criminal history (CCH) must meet TCIC/NCIC criteria for access to those records. Requests meeting that criteria will be honored with the understanding the agency represented by the requestor will be responsible for any dissemination and final disposition of the CCH record. CCH record requests made by persons who are not sworn law enforcement personnel cannot be honored by TCIC/NCIC rules.

J. Radio and 911 Calls: All radio transmissions and telephone calls to and from the Aransas Pass Police Department Communications Division are recorded on a voice logging system owned and maintained by the Aransas Pass Police Department. All requests for copies of radio and telephone conversations in regard to calls for service in the City of Ingleside shall be provided to the Ingleside Police Department.

K. Reimbursement: In exchange for the use of City of Aransas Pass Communications Division staff and assets, the City of Ingleside shall pay the City of Aransas Pass staffing cost including but not limited to overtime to provide adequate coverage during the time of use by Ingleside Police Department. The cost will vary, depending on the personnel being used at a rate of time and a half.

II. IT IS MUTUALLY UNDERSTOOD AND AGREED BY THE CITY OF ARANSAS PASS AND THE CITY OF INGLESIDE THAT:

This MOU is subject to change at the written consent of both parties to create a more effective MOU for all parties involved. This is an emergency MOU and shall be brought before city council of both cities to finalize a formal agreement. If any clause or provision of this agreement is held invalid,

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illegal, or unenforceable under present or future federal, state, or local laws, including but not limited to, the City Charter and ordinances of either city, then and, in that event, is the intention of the parties hereto that such invalidity, illegality, or unenforceability shall not affect any other clause or provision hereof and that the remainder of the Agreement shall be construed as if such invalid, illegal, or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as part of this Agreement a clause or provision as similar in terms to such invalid, illegal, or unenforceable clause or provision as may be possible, legal, valid, and enforceable. This agreement may be terminated by either party, acting through its City Council, upon 10 days written notice to the other party.

III. EFFECTIVE DATE AND SIGNATURE:

City of Aransas Pass

City of Ingleside

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

Robert Luna Jr

Interim Police Chief

5-30-18

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