

**MEMORANDUM OF UNDERSTANDING BETWEEN HIDALGO COUNTY AND
MISSION CONSOLIDATED INDEPENDENT PUBLIC SCHOOL DISTRICT
FOR LAW ENFORCEMENT COOPERATION**

This Memorandum of Understanding (MOU) is made by and between the Hidalgo County Sheriff's Office ("HCSO") and the Mission Consolidated Independent School District Police Department ("MCISDPD").

WHEREAS the Texas Education Code Section 37.081 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 of efforts between the department and the agencies;

WHEREAS the parties acknowledge that they share overlapping and concurrent jurisdiction and agree to provide each other mutual aid and assistance within such overlapping jurisdictions in accordance with the terms and conditions of this Agreement;

WHEREAS this document shall serve as the MOU addressing the requirements of Section 37.081 of the Texas Education Code and the intentions of the parties;

WHEREAS Chapter 791 of the Texas Government Code authorizes local governments to contract with each other to provide governmental functions and services; and

WHEREAS Hidalgo County ("County"), Texas is a corporate and political body and a local government entity as set forth in Texas Government Code § 791.003 (4); and

WHEREAS the Mission Independent School District ("MCISD") is a Texas school district and local governmental entity as set forth in Texas Government Code § 791.003; and

WHEREAS the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance, or those payments, if any from current revenues legally available to each party.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, under the authority of Chapter 791 of the Texas Government Code and Chapter 37.081 of the Texas Education Code, the parties agree as follows:

Article 1 - Mutual Aid

HCSO and MCISDPD will have concurrent jurisdiction over MCISD Property (as that term is defined herein below) within the County limits and extra territorial jurisdiction of the City of Mission. HCSO and MCISDPD may provide each other mutual aid within their concurrent jurisdictions, subject to availability of personnel and prioritization of competing needs for aid. With respect to matters within their concurrent and overlapping jurisdictions, HCSO and MCISDPD may act as back-up for each other and may assist each other in investigations, crowd

control, and crime scene control. The MCISDPD shall answer all calls to service involving MCISD Property and buildings and may request assistance from the HCSO.

Article 2 – MCISDPD Jurisdiction

- 1) MCISDPD shall have primary jurisdiction of and over MCISD property, including real and personal property located inside and outside the boundaries of MCISD that is owned, leased, rented, or otherwise under the control of MCISD, except that HCSO shall have jurisdiction over any property owned by Hidalgo County which MCISD has leased, rented, borrowed, or otherwise used. Additionally, HCSO shall have full concurrent jurisdiction with MCISDPD in the event any MCISD vehicle or bus is involved in an accident of any sort or any other violation of laws of the State of Texas governing movement and operation of vehicles which occurs within the limits or extra-territorial jurisdiction of Hidalgo County.
- 2) The jurisdiction of MCISDPD set forth above shall be concurrent and overlapping with that of the HCSO. MCISDPD has primary responsibility as first responder and over all offenses which occur on any MCISD Property, and HCSO may provide assistance to MCISDPD when requested by MCISDPD. MCISDPD will also have jurisdiction and authority to pursue, arrest, apprehend, and investigate within the geographical boundaries of the MCISD when such action is related to or arising from an act, incident, or crime occurring within or involving MCISD Property.
- 3) MCISDPD shall also be responsible for public safety matters relating to traffic and operation of motor vehicles to the extent necessary for MCISD events occurring on any MCISD Property, including but not limited to sporting events, and shall coordinate all regulation of such traffic and operation of motor vehicles with HCSO in advance. Except as otherwise set out herein, MCISDPD shall also have primary responsibility as first responder over any incidents involving an MCISD vehicle or bus used to transport MCISD students, faculty, and administration and all vehicles and buses of any transportation contractor of MCISD used in connection with such contractor's services provided to MCISD.

Article 3 – MCISDPD Officer Duties

MCISDPD's peace officer's duties shall include the duty to protect the safety and welfare of any person, including but not limited to students, faculty, administrative personnel, and all other persons within MCISDPD's jurisdiction as set forth above and the duty to protect MCISD Property wherever situated. HCSO officers may assist MCISDPD officers when requested.

Article 4 –Offense Reports

MCISDPD shall prepare and shall be responsible for all Offense reports and case reports in matters in which MCISDPD has primary jurisdiction as described in Article 2. Offense reports and arrest reports completed by the HCSO for matters arising on or in connection with MCISD property shall be referred to MCISDPD for follow up. MCISDPD shall furnish any and all reports requested by HCSO. Nothing in this paragraph is intended to prevent HCSO from

preparing offense reports and case reports in matters where MCISDPD has primary jurisdiction in accordance with the applicable rules, procedures, and regulations to which HCSO is subject.

Article 6 – Communication

HCSO and the MCISDPD shall notify each other of all activities, violations, arrests, and other matters as may be required under Texas Code of Criminal Procedure, Art. 15.27 and other applicable provisions of Texas law including but not limited to the Texas Education Code.

HCSO and MCISDPD shall coordinate radio frequencies pursuant to the regulations of the Federal Communications Commission and the designated frequency coordination organization (AASHTO), and agree on radio type, mode, and emission to enable interoperability. MCISDPD may request use of HCSO radio channels until such time as MCISDPD can license and acquire its own channels and frequencies. Such permission shall not be unreasonably denied.

Any notice required or permitted to be given hereunder shall be in writing and shall be delivered or sent by certified mail, postage prepaid, as set forth below:

If HCSO: J.E. "Eddie" Guerra, Sheriff
Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, TX 78541

If MCISDPD: _____

Article 7 – Conduct

The HCSO and MCISDPD shall endeavor to conduct their dealings with each other in a courteous, professional, cooperative, and amicable manner so that the citizens and persons within their concurrent jurisdiction will be better served and protected.

Article 8 – Term

The term of this agreement shall be for a period of one (1) calendar year from the date of execution by both parties. This agreement shall renew annually for successive (1) year periods, unless either party provides at least 10 days written notice to the other party that this agreement shall not be renewed.

Article 9 – Termination

MCISDPD and HCSO shall make their best good faith efforts to work together as understood and set out in this memorandum. This agreement may be terminated by either party at any time, with or without cause, by a party providing thirty (30) days written notice of such termination to the other party, subject to Texas Education Code 37.081(g) which requires a school district police department and the law enforcement agencies with which it has overlapping jurisdiction to enter a memorandum of understanding outlining reasonable communication and coordination efforts between the department and the agency. Upon termination HCSO shall continue to take any and all necessary actions to provide safety, security, and other law enforcement duties to the people within the territorial limits of Hidalgo County. Notice, for the purpose of termination shall be to the County Judge and the Hidalgo County Sheriff, and to the MCISD Superintendent and MCISDPD Chief of Police.

Article 10 – Entire Agreement

This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

Article 11 – Immunities

Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the State or Federal Constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

Article 12 - Nondiscrimination

Company/Contractor/Vendor, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement.

Article 13 – Additional Documents

The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this contract/agreement.

Executed the _____ day of _____, 2017.

Mission Consolidated Independent School District
School Board President, Patricia Y. Ocaña-Olivarez

Date: _____

Mission Independent School District
Superintendent, Dr. Ricardo Lopez

Date: _____

Hidalgo County
County Judge, Ramon Garcia

Date: _____

Hidalgo County Sheriff's Office
Sheriff, J. E. "Eddie" Guerra

Date: _____

APPROVED AS TO FORM:
Office of Criminal District Attorney
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney