

MEMORANDUM OF UNDERSTANDING BETWEEN THE HIDALGO COUNTY  
SHERIFFS DEPARTMENT  
AND LA JOYA ISD POLICE DEPARTMENT  
FOR LAW ENFORCEMENT COOPERATION

This Memorandum of Understanding (MOU) is made by and between the COUNTY OF HIDALGO (HCSO) and the La Joya ISD Police Department (“LISD PD”). These departments agree to abide by the terms and provisions of the MOU throughout the duration of this Agreement.

WHEREAS the Texas Education Code Section 37.081(g) 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; and

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; and

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; and

WHEREAS the HIDALGO COUNTY ( COUNTY) of Hidalgo, Texas is a political subdivision of the State of Texas; and

WHEREAS the La Joya Independent School District La Joya ISD is a Texas School District and local governmental entity as set forth in Texas Government Code § 791.003; and

WHEREAS, on March 28, 2001 the Board of Trustees of La Joya ISD authorized the establishment of such a police force – the La Joya Independent School District Police Department (“LJISD PD”) – with statutory jurisdiction over all territory in the boundaries of the school district and all property which may be located outside the school district that is owned, leased, or rented by or otherwise under the control of La Joya ISD; and

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:

Purpose

The purpose of this Memorandum of Understanding is to set out a common understanding of the policies and procedures that the HCSO and LJISD PD will follow in providing police service to the citizens of COUNTY OF HIDALGO, Hidalgo County and/or the State of Texas. This MOU is not a contract, but is an agreement to establish a spirit of cooperation to enhance the services that

both agencies provide to the citizens residing within the city limits of COUNTY OF HIDALGO, Texas.

### Article 1 - Mutual Aid

HCSO and LJISD realize that every single circumstance in which their respective police departments may interact cannot possibly be outlined in this Agreement. Thus, HCSO and LJISD outline the following general responsibilities for their respective police departments:

- 1.1 HCSO and LJISD PD will mutually support and cooperate with one another in the suppression of criminal acts, investigation of criminal activity, and the enforcement of laws. They shall notify each other of all activities, violations, arrests, and other matters as required under Article 15.27 of the Texas Code of Criminal Procedure. They shall endeavor to conduct their dealings with each other in a courteous, professional, cooperative, and amicable manner to achieve the goal of HCSO and LJISD PD to provide a safe and orderly environment within the schools and surrounding areas that will foster the education of children.
- 1.2 When feasible, HCSO and LJISD PD shall assist and aid each other with law enforcement personnel and to make available such equipment or facilities as may be requested for the suppression or investigation of crime and the maintenance of public safety during natural disasters, major incidents of civil disorder, situations where the incident or the offense exceeds the limited resources of LJISD PD, or other exceptional events to be considered as exceptional events or circumstances occurring within the overlapping jurisdictional area of HCSO and LJISD PD. HCSO and LJISD PD do not intend for sporting and other planned school events to be considered as exceptional events or circumstances which would require the mutual aid as described in this paragraph. Requests for mutual aid shall be made either by the parties' governing bodies, their respective chief administrators or designees, or their respective chiefs of police.
- 1.3 The LJISD PD shall exercise primary jurisdiction and answer all calls for service occurring on LJISD PD Jurisdiction and may request assistance from the HCSO.
- 1.4 In the event the Chief or Captain of LJISD PD requests assistance of HCSO with an incident at a LJISD PD jurisdiction site, upon acceptance of such request, HCSO, subject to availability of personnel and prioritization of competing needs for aid, reserves the right to respond and assume primary jurisdiction until the incident is terminated.
- 1.5 The department exercising primary jurisdiction will exercise on-scene incident command.

## Article 2 - LJISD PD Jurisdiction

- 2.1 LJISD PD shall exercise jurisdiction of and over LJISD PD property, including real and personal property located inside the boundaries of LJISD PD that is owned, leased, rented, or otherwise under the control of LJISD PD, except that HCSO shall exercise jurisdiction over any property owned by the COUNTY OF HIDALGO which LJISD PD has leased, rented, borrowed, or otherwise used.
- 2.2 The jurisdiction of LJISD PD set forth above shall be concurrent and overlapping with that of the HCSO. LJISD PD has primary responsibility as first responder and over all offenses which occur on any LJISD PD Property, and HCSO may provide assistance to LJISD PD when requested by LJISD PD. LJISD PD will also have jurisdiction and authority to exercise police powers as authorized by law when such action is related to or arising from an act, incident, or crime occurring within LJISD PD Property.
- 2.3 LJISD PD shall also be responsible for public safety matters relating to traffic and operation of motor vehicles to the extent necessary for LJISD PD events occurring on any LJISD PD 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, LJISD PD shall also have primary responsibility as first responder over any incidents involving an LJISD PD vehicle or bus used to transport LJISD PD students, faculty, and administration and all vehicles and buses of any transportation contractor of LJISD PD used in connection with such contractor's services provided to LJISD PD when such incidents occur on any LJISD PD Property.

## Article 3 - Officer Duties

- 3.1 LJISD PD'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 LJISD PD's jurisdiction as set forth above.
- 3.2 HCSO peace officers may assist LJISD PD officers.
- 3.3 The HCSO shall respond to any emergency Call-For-Service that is a result of a call to the HCSO 9-1-1 Emergency Communications Center.
- 3.4 All non-emergency Calls-For-Service received at the HCSO 9-1-1 Emergency Communications Center for assistance in LJISD PD's jurisdiction shall be referred to LJISD PD.
- 3.5 LJISD PD, except for criminal homicide offenses or incidents which require additional law enforcement resources, shall investigate all crimes that occur on the LJISD PD jurisdiction. HCSO may assist LJISD PD in any manner on any investigation of a crime occurring on the LJISD PD jurisdiction. Where HCSO serves as primary investigative agency of any crime occurring on the LJISD PD jurisdiction, the LJISD PD may assist HCSO in any manner.

#### Article 4 — Joint Physical Operations (JPO)

- 4.1 LJISD PD and HCSO agree to establish Joint Physical Operations (JPO) at the HCSO Emergency Communications Center and LJISD PD, subject to available resources, and HCSO agree to establish the HCSO Youth Crimes Unit.
- 4.2 The JPO described herein is established as a common physical environment to facilitate the effective and efficient cooperation and collaboration between LJISD PD and HCSO.
- 4.3 The mission of the JPO is to enable the LJISD PD and HCSO to more efficiently and effectively communicate, cooperate and collaborate on intelligence, investigations, and operational activities related to their law enforcement duties by providing a common physical environment.
- 4.4 The JPO is a shared project of the individual agencies maintaining a physical presence there, subject to the terms of this agreement, and is not a separate or distinct legal entity, whether agency, office, component, corporation, or otherwise.
- 4.5 LJISD PD and HCSO may have employees from its respective staff working at the JPO site in such numbers as agreed upon by LJISD PD and HCSO. Individuals working at the JPO remain employees of their respective agency and are subject to their agency's exclusive control.
- 4.6 Individuals working at the JPO remain as employees of their respective agency and as such, the respective agency retains full responsibility for providing any compensation and benefits owed to its personnel for work performed at the JPO. Each agency shall bear its own costs in performing any activity related to the JPO.
- 4.7 Each agency remains responsible for providing at its own cost any required equipment or supplies to its personnel working at the JPO that are necessary for those individuals to perform their duties, to the extent such equipment or supplies are not otherwise provided.
- 4.8 Notwithstanding any coordination or cooperation that may occur between the LJISD PD and HCSO, any activity related to the JPO that is conducted by LJISD PD or HCSO, is performed exclusively pursuant to the respective department's independent authority. This agreement does not transfer or bestow any legal authorities to any individual or entity, provide for the deputation of any individual or entity, or establish any unified or shared chain of command.
- 4.9 The HCSO may specify terms or conditions regarding the use and disposition of any facilities, equipment, or supplies that are provided for common use at the JPO.
- 4.10 Each agency is responsible for its own actions that are performed at the JPO, including that of its personnel. Any liability arising solely from the actions of each agency shall become solely by the agency that performed the action creating the liability.

## Article 5 — Communication

LJISD PD and HCSO may coordinate radio frequencies pursuant to the regulations of the Federal Communications Commission and the designated frequency coordination organization and may agree on radio type, mode, and emission to enable interoperability.

## Article 6 — General Provisions

**Governing Law and Venue.** This Agreement shall be governed exclusively by the laws of the State of Texas. Venue for any dispute arising from this Agreement shall be in the district courts of Hidalgo County, Texas.

**Section Headings and Construction.** The headings of sections in this Agreement are for reference only and shall not affect the meaning of this Agreement. In construing this Contract, none of the parties hereto shall have any term or provision, solely by reason of such party having drafted the same.

**Severability.** If any provision of this Agreement is held to be illegal, unenforceable or invalid for any reason, the remaining provisions shall not be affected or impaired thereby.

**Independent Contractors.** HCSO and LJISD PD are independent contractors. This Agreement shall not constitute the formation of a partnership, joint venture, employment or master/servant relationship. Neither the COUNTY OF HIDALGO nor La Joya ISD on the one hand, or HCSO and LJISD PD on the other hand, (i) shall exercise control over the performance of the other hereunder, or (ii) shall be deemed to be the agent, employee, or representative of the other party.

**Terms and Termination.** This agreement will become effective on the date last signed by the parties and will remain in effect unless terminated. At any time either HCSO or LJISD PD determine the best interests of the public would be served by terminating this Agreement, they may do so at any time thirty days after notice of termination has been provided to the other party. Such notice shall be in writing and addressed to the following persons:

HCSO: 711 E El Cibolo Rd, Edinburg, Tx 78541

LJISD PD: 7209 Ann Richards Rd, Mission, Tx 78572

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 2024

\_\_\_\_\_

Board of Trustee

President, Julian Alvarez III

\_\_\_\_\_

HIDALGO COUNTY

Judge Richard Cortez

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

La Joya Independent School District

Superintendent Marcey Sorensen

\_\_\_\_\_

HIDALGO COUNTY

County Clerk Arturo Guajardo Jr.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

La Joya Independent School District

Chief Leonardo Sanchez

\_\_\_\_\_

HIDALGO COUNTY

Sheriff J.E. "Eddie" Guerra

Date: \_\_\_\_\_

Date: \_\_\_\_\_