

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "Agreement") is made by and between Robstown Independent School District (the "District") and the Nueces County Constables Office (the "County") (collectively, the "Parties").

WHEREAS, Robstown Independent School District has employed a Director of Public Safety (the "Employee") who holds an active peace officer license; and

WHEREAS, Section 86.012 of the Texas Local Government Code provides that the commissioners court of a county may authorize a constable of the county to appoint a reserve deputy constable who is a peace officer and authorized to carry a weapon; and

WHEREAS, the District and the Nueces County Constables Office wish to enter into a Memorandum of Understanding to commission the Employee as a reserve deputy constable and outline communication and coordination efforts between the Parties.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual agreement contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, acting through their governing bodies, mutually agree to the following terms and conditions:

1. **Reserve Deputy Constable.** The County agrees to authorize a constable of the County to appoint the Employee as a reserve deputy constable. If required by the County, the District agrees to execute the bond required by Section 86.012(c) of the Texas Local Government Code on behalf of the Employee.

The Parties agree that the Employee holds an active peace officer license and shall be appointed as reserve deputy constable by the County's Constable's Office and shall be permitted to carry a weapon at all times, regardless of whether the Employee is engaged in the actual discharge of official reserve deputy constable duties.

2. **Communication.** The Parties agree to openly communicate with each other on all efforts undertaken to better serve the community and District schools and ensure a safe school environment

The Parties agree to designate and maintain a specifically identified liaison during the term of the Agreement. The liaison(s) named by the Parties shall serve as the initial point(s) of contact for any inquiries made pursuant to this Agreement by the Parties and shall respond to any inquiries to other parties. The liaison for each law enforcement agency shall be named in writing at the time of the execution of this Agreement. Any changes in liaison personnel shall be communicated in writing to all parties to this Agreement.

The Liaison for the Parties shall be the following:

DISTRICT: Name, Title

Address

COUNTY: Name, Title
 Address

The Parties agree the designated Liaison will act as the primary contact regarding any changes related to the Employee's commission as a deputy reserve constable.

3. **Relationship of the Parties.** Under no circumstances shall either Party, including the Employee, be deemed an employee of the other, nor shall either party act as an agent of the other party. Any and all joint venture or partnership status is hereby expressly denied, and the parties expressly agree that they have not formed, either express or impliedly, a joint venture or partnership.

The Employee shall not in any manner be considered an employee of the County. Each party is responsible for the acts or omissions of its own employees, agents, or representatives and will not be liable to the other party for claims or damages arising from the acts of omissions of the party's employees, agents, or representatives.

4. **Term.** This Agreement becomes effective when approved by the governing body of the District and the County. This Agreement may be cancelled by either party giving thirty (30) days' written notice to the other party, otherwise it remains in effect for one year. The Agreement may be renewed for additional one-year terms by mutual written agreement of the parties. The Agreement shall be of no force or effect until approved in writing.

5. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The venue of any suit brought by either party for any breach of this Agreement, shall in in any court of competent jurisdiction in Nueces County, Texas.

6. **Amendments.** This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter of this contract. Any changes to this Agreement shall be in writing and executed by both parties to this Agreement.

7. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be constructed as if the invalid, illegal, or unenforceable provision had never been included in the Agreement.

8. **No Waiver of Immunity.** Neither the District, County or City waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees and agents as a result of its execution of this Agreement and performance of the covenants contained herein. The Parties acknowledge that all Parties to this Agreement are political subdivisions of the State of Texas and no provision of this Agreement shall be deemed to waive, modify, or amend any sovereign or governmental immunity available to either party and/or its elected officials, officers, employees

and agents under federal or Texas law nor waive any defenses or remedies available at law to either party and/or its elected officials, officers, employees, and agents under Federal or Texas law.

9. **Assignment/Third Parties.** No Party shall assign this Agreement without the prior written consent of the other Party and no Party shall delegate any portion of its performance under this Agreement without the prior written consent of the other Party. This Agreement is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

10. **Notice.** All notices and communications under this Agreement must be mailed by certified mail, return- receipt requested, or delivered to the parties at the following addresses:

TO THE DISTRICT: Robstown Independent School District
801 North First Street
Robstown, Texas 78380

Attn: Superintendent

TO THE COUNTY: Nueces County
901 Leopard St.
Corpus Christi, Texas 78401
Attn: County Judge

11. **Legal Authority.** Each person executing this this Agreement represents and guarantees that he or she has legal authority to execute this Agreement on behalf of their respective Party and to bind said Party to all the terms, conditions, and obligations of this Agreement.

IN WITNESS WHEREOF, this agreement has been executed on behalf of the Robstown Independent School District, as authorized and approved by the Board of Trustees and on Nueces County, as authorized and approved by the Nueces County Commissioners Court.

This Agreement shall be effective on the date of the last signature hereto.

Dr. José Moreno
Superintendent of Schools
Robstown Independent School District
Date: _____, 2022

Barbara Canales
County Judge
Nueces County
Date: _____, 2022