

Memorandum of Understanding

To: Police Chief Marco Vargas, Horizon City Police Department
From: Fire Marshal Michael Franco, El Paso County ESD#1
Thru: Fire Chief Kris Menendez, El Paso County ESD#1
Subject: MOU for Evidence Collection and Storage Related to Fires within the Town of Horizon City, TX
Date: March 26, 2026

WHEREAS, the Horizon City Police Department (HCPD) and the El Paso County Emergency Services District #1 (ESD #1) both recognize and respect the value, integrity, and sanctity of human life and are committed to upholding the United States Constitution, the laws of the State of Texas, and the ordinances of the Town of Horizon City, and the fire code as adopted by ESD#1:

NOW, THEREFORE, HCPD and ESD #1 enter into this Memorandum of Understanding (“MOU”) pursuant to the Texas Interlocal Cooperation Act, TEX. LOC. GOV’T CODE ch. 791, which authorizes local governmental entities to contract with one another for the performance of governmental functions. This MOU serves to establish the collaborative efforts between HCPD and ESD#1 in order to collect and maintain evidence and photographs related to fire scenes within the Town of Horizon City.

ESD#1 has Fire/Arson Investigators who are trained in photographing and collecting fire debris at scenes. HCPD employs Crime Scene Investigators who have specialized training and experience in photographing, collecting, and maintaining evidence at crime scenes.

Command at Investigation Scenes

- When at the scene of a fire where an ESD#1 Fire/Arson Investigator is dispatched, the ESD#1 Incident Commander will turn the scene over to ESD#1 Fire/Arson Investigators once said investigators have arrived on scene.
- Upon arrival of the HCPD Crime Scene Investigators, the Crime Scene Investigators will take possession of the scene until they relinquish back to the ESD#1 Fire/Arson Investigators.

Roles & Responsibilities

- As ESD#1 Fire/Arson Investigators are specialized in the recognition of fire debris with evidentiary value, ESD#1 Fire/Arson Investigators will serve as the leads for identifying fire debris and possible ignitable liquids that need collection.
- Evidence obtained from fire scenes will only be collected if it is suspected that the cause of the fire was incendiary in nature.
- HCPD Crime Scene Investigators will assist with photographing and collecting evidence in instances where the ESD#1 Fire/Arson Investigator believes that their assistance is required.
- ESD#1 Fire/Arson Investigators will provide the needed collection supplies for fire debris and will make those supplies available to the HCPD Crime Scene Investigators.
- As HCPD Crime Scene Investigators are specialized and experienced in the collection of evidence at crime scenes, HCPD Crime Scene Investigators will be responsible for collecting and securing any firearms, controlled substances, jewelry, or currency.

Evidence Room

- HCPD will provide the services of the evidence room and Crime Scene Investigators for collection and storage of evidence related to fire scenes.
- As ESD#1 Fire/Arson Investigators have a vested interest in the collection and storage of fire related evidence, ESD#1 will provide a flammable storage cabinet to be placed in the HCPD evidence room.
- As ESD#1 Fire/Arson Investigators have a vested interest in the collection and storage of evidence that may contain ignitable liquids, ESD#1 may provide a refrigerator for storage of said evidence, if needed.
- The HCPD Evidence Custodian will be responsible for the evidence stored within the flammable storage cabinet and the refrigerator (if applicable).
- When HCPD conducts inventories and audits of the evidence room, the flammable storage cabinet and the refrigerator (if applicable) will be included in said checks.

- ESD#1 Fire/Arson Investigators will request HCPD Crime Scene Investigators to assist in collection of evidence, and ESD #1 Fire/Arson Investigators will ensure that the evidence is transferred to either the evidence storage at ESD#1 or the evidence storage at HCPD, as applicable.
- Any other crimes that occurred at a scene concurrent with a fire will still be investigated by HCPD, and the ESD#1 Fire/Arson Investigators will work jointly with HCPD and will focus on the fire related offenses.
- ESD#1 Fire/Arson Investigators will request NCIC/TCIC information through HCPD, as applicable.

This MOU does not create any financial obligation between the parties. Each party shall be responsible for its own personnel costs, equipment, and operational expenses incurred in connection with activities conducted under this MOU unless otherwise agreed to in writing by the parties.

Nothing in this MOU shall be construed to create an employment relationship, joint enterprise, or agency relationship between the parties. Each party shall remain responsible for the acts and omissions of its own officers and employees to the extent provided by TEX. CIV. PRAC. & REM. CODE § 101 (Texas Tort Claims Act).

This MOU may be terminated at any time by the Police Chief of the Horizon City Police Department or Fire Chief of ESD #1 upon not less than thirty (30) days' written notice to the other party. Unless renewed by written agreement of the parties, this MOU as listed above shall expire on October 01, 2031.

Fire Chief – ESD # 1


ESD #1 Commissioner – President

Police Chief – Horizon PD


Notary

