

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: Joint Investigations of Incendiary 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 is established for the purpose of conducting joint investigations related to fires started in connection with criminal activity.

The Fire/Arson Investigators with ESD#1 possess training, experience, and certification in the investigation of fires to determine origin, cause, and the surrounding circumstances related to a fire. Additionally, the Fire/Arson Investigators with ESD#1 are certified as both Fire Investigators and Arson Investigators through the Texas Commission on Fire Protection, as well as Peace Officers through the Texas Commission on Law Enforcement. HCPD employs officers and detectives who are trained and experienced in the handling of criminal investigations. Not only that, but HCPD has Crime Scene Investigators who are knowledgeable and experienced in collection, processing, and handling of evidence.

Based upon the information above, the following interworking is established, until October 01, 2026, regarding the investigation of intentionally, knowingly, or recklessly set fires within the Town of Horizon City, TX:

- ESD#1 Fire/Arson Investigators will have primary jurisdiction at the scene of a fire to conduct the origin & cause investigation.
- If the cause of the fire was due to criminal circumstances, the ESD#1 Fire/Arson Investigators will transfer primary jurisdiction of the scene and investigation to detectives from HCPD.
- HCPD will serve as the lead law enforcement agency for any criminal investigation related to a fire.
- ESD#1 Fire/Arson Investigators will either obtain a search warrant for the scene or wait until the detectives from HCPD have obtained a search warrant, before proceeding with the investigation.
- ESD#1 Fire/Arson Investigators and HCPD detectives will work jointly to conduct an investigation, with ESD#1 Fire/Arson Investigators focusing on the origin & cause of a fire.
- ESD#1 will defer collection of evidence in a criminal case to the HCPD Crime Scene Investigators, and any evidence collected will be stored in accordance with HCPD policies and procedures.
- The Fire/Arson investigators will utilize their specialized training and experience to focus on determining the origin & cause of a fire but will also assist the HCPD detectives with any other portion of the criminal investigation when requested to do so by HCPD.
- Both agencies will support each other by relying upon the specialties that each agency brings to any fire investigation scene.
- ESD#1 Fire/Arson Investigators will request NCIC/TCIC information through HCPD, as applicable.

Through this partnership, it is the goal of El Paso County ESD#1 for the Fire/Arson Investigators to be able to work criminal investigations related to their fire investigations entirely on their own beginning on October 01, 2026. At that time, the following will take effect:

- ESD#1 Fire/Arson Investigators will conduct their own criminal investigations from beginning to finish but will still request assistance from HCPD as needed to handle investigations.

Submission of Evidence to HCPD Evidence Room.

- ESD#1 Fire/Arson Investigators will label evidence in accordance with both HCPD requirements as well as the requirements of NFPA1033 and the recommendations in NFPA921 (the industry standard and industry guide for fire & explosion investigations).
- Evidence collected by ESD#1 Fire/Arson Investigators shall package evidence in accordance with the requirements of HCPD.
- ESD#1 Fire/Arson Investigators will utilize the HCPD forms for evidence and chain-of-custody, and copies of the forms will be sent by the Fire/Arson Investigators to the ESD#1 Evidence Custodian.
- The HCPD Evidence Custodian may refuse evidence from ESD#1 Fire/Arson Investigators if the evidence is not properly packaged or accounted for – see HCPD policies or procedures on refusal of evidence.
- Any evidence rejected by the HCPD evidence custodian shall be picked up without unnecessary delay by the ESD#1 Fire/Arson Investigator who submitted the evidence.
- No personnel from ESD#1 shall be allowed into the HCPD Evidence Room unless escorted or authorized by HCPD Evidence Custodian.

Chain of Custody:

- Once HCPD Crime Scene Investigators have taken custody of the evidence, they shall not relinquish custody unless either pursuant to a court order or if the ESD#1 Fire/Arson Investigator responsible for that case takes possession of the evidence to transport said evidence to the local DPS Crime Laboratory (11612 Scott Simpson Dr, El Paso, TX 79936).
- ESD#1 Fire/Arson Investigators shall be responsible for submitting evidence to the DPS Crime Laboratory.
- The ESD#1 Evidence Custodian will liaison with the HCPD Evidence Custodian to ensure that the chain-of-custody is maintained, that any needed evidence is transported to or from the DPS Crime Laboratory, or any other related duties as requested by the HCPD Evidence Custodian.
- The ESD#1 Evidence Custodian will be responsible for coordinating with the HCPD Evidence Custodian regarding evidence retention, as well as with the appropriate ESD#1 Fire/Arson Investigator, prosecutor, or court, regarding when to dispose of evidence.
- The ESD#1 Evidence Custodian will be responsible for ensuring that the disposition of evidence is conducted in accordance with the law.

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

