

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: ESD #1 Peace Officers Accompanying HCPD Detectives on Investigations
Date: April 23, 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

WHEREAS, HCPD and ESD #1 desire to establish a cooperative arrangement allowing ESD #1 peace officers to accompany HCPD detectives on calls for service and investigative activities for purposes of training, professional development, and investigative experience;

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.

Because ESD #1 peace officers are licensed as peace officers through the Texas Commission on Law Enforcement and are defined as such by TEX. CODE CRIM. PRO. ANN. ART. 2A.001(31) and TEX. OCC. CODE § 1701.001 et seq., ESD #1 recognizes that these individuals should receive additional training and experience in conducting investigations in order to ensure that the rights of citizens are protected pursuant to TEX. CODE CRIM. PRO. ANN. art. 2A.051 and the Fourth and Fourteenth Amendments to the United States Constitution and that the law is upheld. In light of this, and because ESD #1 is committed to upholding the Constitution of the United States and the laws of the State of Texas, HCPD and ESD #1 agree that peace officers assigned to the ESD #1 Fire Marshal’s Office may accompany the detectives of HCPD in order to gain experience in conducting investigations and related investigative procedures (the “Program”).

The following are the areas in which the Program will benefit peace officers of the ESD #1:

- Processing scenes and scene photography.
- Conducting interviews.
- Learning how ESD #1 peace officers can assist HCPD detectives on fire scenes with criminal ties.
- Compiling information to build and submit a case to the District Attorney’s Office in accordance with the reporting duties established under TEX. CODE CRIM. PRO. ANN. art. 2A.051.
- Experience in taking a case from an on-scene investigation through its disposition (i.e. citation or arrest).

ESD #1 peace officers will remain vigilant to ensure that the safety of themselves and the detective(s) they are accompanying is maintained. ESD #1 peace officers will abide by the ESD #1 Use of Force policy consistent with TEX. PENAL CODE § 9.51 (justification for use of force by peace officers), while participating in activities under this MOU. The Program shall be conducted while officers are on duty, and no overtime will be allocated for this collaboration. Instead, peace officers will adjust their schedules as needed to balance work duties and accompanying activities. When a notification is made to the peace officers of ESD #1, the supervisor on duty at the time will determine which ESD #1 peace officers will go and accompany HCPD depending upon schedules and workload. Additionally, ESD#1 peace officers will not be eligible to participate in the Program while acting as an “on-call fire/arson investigator” for that day or period of assignment. This restriction ensures that ESD #1 maintains adequate fire investigation coverage within its jurisdiction..

While accompanying HCPD personnel under this MOU, ESD #1 peace officers shall comply with applicable HCPD operational policies, safety requirements, and lawful directives of HCPD supervisory personnel, provided such directives do not conflict with ESD #1 policies or applicable law.

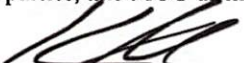
The following requirements shall be in effect when ESD #1 peace officers participating in the Program:

- The ratio of ESD #1 peace officers accompanying detectives shall not exceed 1:1.
- Adherence to the dress code or uniform requirements of HCPD (including the use of plain clothes).
- Utilization of PPE and equipment as required by HCPD.
- Follow lawful directions from HCPD personnel related to scene safety and coordination while accompanying detectives..
- Assistance as requested by HCPD detectives and officers.

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.

At all times while participating in activities under this MOU, ESD #1 peace officers shall remain employees of ESD #1 and shall not be considered employees, agents, or borrowed servants of the Horizon City Police Department. 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

