

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the City of San Antonio Police Department and the Eagle Pass Independent School District Police Department.

WHEREAS, the City of San Antonio Police Department and the Eagle Pass Independent School District Police Department wish to enter into a Memorandum of Understanding outlining contingency planning addressing manpower shortages during special events such as Fiesta, Parades, Runs, etc.;

NOW, THEREFORE:

1. The San Antonio Police Department and the Eagle Pass Independent School District Police Department shall openly communicate with each other on efforts to properly staff special events upon request.
2. The Eagle Pass Independent School District Police Department shall establish a formal communication process by appointing a "Liaison Officer" who shall report directly to the San Antonio Chief of Police or his designee.
3. The availability of Eagle Pass Independent School District Police officers shall be at the sole discretion of the Eagle Pass Independent School District. An officer wishing to provide services to the San Antonio Police Department pursuant to this Memorandum of Understanding shall only be accepted by the San Antonio Police Department upon the officer presenting written authorization for the assignment from the Eagle Pass Independent School District Chief of Police and Superintendent.
4. The San Antonio Police Department shall determine proper staffing levels for special events and have sole authority to assign Eagle Pass Independent School District Police Department officers who have voluntarily signed up to participate.
5. The San Antonio Police Department shall have supervisory authority over all Eagle Pass Independent School District Police Department officers, regardless of rank, while on assignment (**the positions are all non-supervisory positions**).
6. The San Antonio Police Department will provide assigned Eagle Pass Independent School District police personnel with adequate written instructions outlining their responsibilities and demeanor.
7. The level of monetary compensation, regardless of rank, will be \$50.00 per hour.
8. This MOU shall terminate on the fourth anniversary of its execution. The parties agree to review the provisions of this MOU for their propriety on each anniversary of the execution of this Memorandum of Understanding.
9. The San Antonio Police Department and the City of San Antonio shall indemnify and hold harmless the Eagle Pass Independent School District from any and all claims arising from the acts or omissions of Eagle Pass Independent School District Police officers providing services to the San Antonio Police Department while under supervision of the San Antonio Police Department pursuant to this Memorandum of Understanding.
10. Nothing in this MOU shall serve or be construed as a waiver of any state and/or federal law immunities, whether from suit or liability, afforded to the San Antonio Police Department and/or the Eagle Pass Independent School District Police Department.

IN WITNESS OF WHICH THIS MEMORANDUM OF UNDERSTANDING has been executed on the _____ day of _____, 2017.

**Eagle Pass Independent School District
Police Department**

City of San Antonio Police Department

By: _____
Chief of Police

By: _____
Chief of Police