

**BOARD OF TRUSTEES
AGENDA**

<input type="checkbox"/> Workshop	<input type="checkbox"/> Regular	<input type="checkbox"/> Special
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- (A) Report Only Recognition

Presenter(s):

Briefly describe the subject of the report or recognition presentation.

- (B) Action Item

Presenter(s): Crestino Ynosencio, Chief of Police

Briefly describe the action required.

CONSIDER AND TAKE APPROPRIATE ACTION ON THE REQUEST TO APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN EAGLE PASS ISD POLICE DEPARTMENT AND THE MAVERICK COUNTY SHERIFF'S OFFICE.

- (C) **Funding source: Identify the source of funds if any are required.**

- (D) **Clarification: Explain any question or issues that might be raised regarding this item.**

Memorandum of Understanding

Eagle Pass ISD Police Department and Maverick County Sheriff's Office

WHEREAS the Texas Education Code Section 37.081 requires a school district police department and law enforcement agencies with which it has overlapping jurisdiction to enter into a memorandum of understanding ("MOU") that outlines reasonable communication and coordination efforts between the department and the agencies:

WHEREAS the parties referenced herein acknowledge that they share overlapping and concurrent jurisdiction and agree to provide each other mutual aid and assistance within such overlapping jurisdictions in accordance with the terms and conditions of this agreement;

WHEREAS this document shall serve as the MOU addressing the requirements of Section 37.081 of the Texas Education Code and the intentions of the parties.

NOW THEREFORE, under the authority of Chapter 37.081 of the Texas Education Code, the parties agree as follows:

The Maverick County Sheriff's Office and Eagle Pass ISD Police Department agree to communicate when a significant event occurs within their jurisdiction, or in a significant event that may have an effect within their jurisdiction.

The Maverick County Sheriff's Office and Eagle Pass ISD Police Department agree to maintain an open line of communication, by radio and phone, in order to communicate with agency members as needed.

The Maverick County Sheriff's Office agrees to provide radio communication services to the Eagle Pass ISD Police Department. The Chief/Sheriff of each agency will update the other with current contact information and any changes that occur.

Both agencies agree to provide available resources to the other, as requested and deemed necessary, and as approved by the Chief/Sheriff of the providing agency.

As the default, both agencies agree that the "Law Enforcement" agency providing the most significant resources shall be in "command" of the event.

The agencies agree that responding officers may agree upon who will be the primary agency and responsible for reports and handling. However, at the request of the Chief of Eagle Pass ISD Police Department, command of any incident involving or on Eagle Pass ISD real property may be assumed by the Eagle Pass ISD Police Department; and, at the request of the Sheriff of the Maverick County Sheriff's Office, command of any incident outside of Eagle Pass ISD real property, and inside the city limits may be assumed by the Maverick County Sheriff's Office.

Both agencies agree that both agencies will have representation in the event a command center is established.

In a significant event, both agencies agree to coordinate the release of information to the media, parents, and the communities involved.

Eagle Pass ISD Police Department will notify Maverick County Sheriff's Office of all arrests and any significant incidents involving Eagle Pass ISD students, staff and/or City residents, as allowed by law.

Maverick County Sheriff's Office will notify Eagle Pass ISD Police Department of all arrests and any significant incidents involving Eagle Pass ISD students, staff and/or City residents, as allowed and required by law.

Each agency will be responsible for its own reports and records.

This Memorandum is not intended to and does not create any contractual rights or obligations between the signatory Law Enforcement Authority, the signatory School Entity, and additional signatory authorities or entities, or their respective entity, officers, employees, agents or representatives.

No third-party beneficiaries are intended or created.

This agreement is not intended to and shall not be construed to give any third-party any interest or rights.

Nothing in this agreement is intended to limit the Maverick County Sheriff's Office authority to respond to any incident in the city limits of Eagle Pass.

Each agency is responsible for their own employees, any allegation of liability and compensation during any joint operations.

The term of this agreement shall be good for a period of one (1) calendar year from the date of execution by both parties. This agreement shall renew annually for successive one (1) year periods, unless either party provides at least ten (10) days written notice to the other party that this agreement shall not be renewed.

This agreement may be terminated by either party at any time, with or without cause, by a party providing thirty (30) days written notice of such termination to the other party, subject to Texas Education Code 37.081 (g) which requires a school district police department and the law enforcement agencies with which it has overlapping jurisdiction to enter a memorandum of understanding outlining reasonable communication and coordination efforts between the department and the agency.

The parties will coordinate discussions to draft an update agreement, if required by law.

No joint enterprise is created or intended. Nothing in this agreement is intended to and the parties do not hereby waive, release, or relinquish any right to assert any of the defenses it enjoys by virtue of the State or Federal Constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to them as to any claim or action of any person, entity, or individual against them.

This agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this agreement not specifically set forth herein.

This agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

Chief, Chief of Police
Eagle Pass ISD Police Department Representative

8/27/24
Date

Dennis
Eagle Pass ISD School District Representative

8/02/24
Date

Tom Kluwe
Maverick County Sheriff's Office Representative

8-29-24
Date