

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU") is made and entered into between Lamar Consolidated Independent School District ("Lamar Consolidated ISD" or "the District") and Fort Bend County ("COUNTY"), on behalf of the Fort Bend County Sheriff's Office ("Law Enforcement Agency"), pursuant to the Texas Education Code, 37.081(g).

### **RECITALS:**

WHEREAS, Lamar Consolidated ISD has established a school district police department;

WHEREAS, the Texas Education Code, 37.081, requires a school district police department to enter into a memorandum of understanding with the law enforcement agencies with which it has overlapping jurisdiction outlining reasonable communication efforts;

WHEREAS, the Lamar Consolidated ISD Police Department has overlapping jurisdiction with the Fort Bend County Sheriff's Office; and

WHEREAS, the parties hereto seek to coordinate their law enforcement activities and set out a common understanding of the practices and procedures of LCISD-PD;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, both parties desire to enter into this MOU as follows:

1. The Chief of Police, or head of each Law Enforcement Agency named herein, shall act as the contact person(s) for purposes of implementing the terms of this MOU.
2. With respect to communications, the parties agree as follows:
  - a. The Fort Bend County Sheriff's Office will communicate with Lamar Consolidated ISD pursuant to Art. 15.27 NOTIFICATION TO SCHOOLS REQUIRED, and Art. 62.054 CIRCUMSTANCES REQUIRING NOTICE TO SUPERINTENDENT OR SCHOOL ADMINISTRATOR of the Texas Code of Criminal Procedure involving students arrested for certain offenses as well as communicating all other matters that may be required pursuant to applicable law.
  - b. The Fort Bend County Sheriff's Office will provide to the Lamar Consolidated

ISD Police Department communications and dispatch coverage of all calls for service.

- c. The Lamar Consolidated ISD Police Department will comply with statutory requirements pursuant to the applicable Education Code regarding notifications to local police departments in overlapping jurisdictions, in this case the Fort Bend County Sheriff's Office. Notifications should include but are not limited to those acts classified as violations of the Texas Penal Code. Notifications shall be made orally and in writing.
  - d. To the extent permitted by law, each party agrees to share reliable criminal intelligence when received, and when it is determined that it will affect the overlapping jurisdiction. i.e. gangs, weapons, narcotics, and other similar activities.
  - e. To the extent permitted by law, the Lamar Consolidated ISD Police Department will provide the Fort Bend County Sheriff's Office with yearly crime data including but not limited to any submission of an FBI Uniform Crime Report (UCR) or The National Incident Based Reporting System (NIBRS).
  - f. The Lamar Consolidated Police Department and the Fort Bend County Sheriff's Office each agree to facilitate efficient communications and allow officers access to radio frequencies as appropriate. The parties agree to coordinate radio frequencies pursuant to regulations of the Federal Communications Commission and the designated frequency coordination organization (AASHTO), and agree on radio type, mode, and emission to enable interoperability particularly during critical incidents, disasters and other events.
3. The parties also agree to coordinate efforts as follows:
- a. The jurisdiction of the Lamar Consolidated ISD Police Department shall include all territory within the boundaries of the political subdivision determined by the State of Texas as Lamar Consolidated Independent School District. The LCISD jurisdiction includes all campuses and all property real and personal, outside the boundaries of the district that is owned, leased, rented by, or otherwise under the control of Lamar Consolidated ISD. Lamar Consolidated ISD police officers will have the primary responsibility for law enforcement on all property owned, leased, or rented, by Lamar Consolidated

ISD and the Fort Bend County's Sheriff's Office may provide assistance to Lamar Consolidated ISD upon request. The Lamar Consolidated Police Department will also have jurisdiction and authority to pursue, arrest, apprehend, and investigate within the geographical boundaries of Lamar Consolidated ISD when such action is related to or arising from an act, incident, or crime occurring within or involving Lamar Consolidated ISD property.

- b. The Fort Bend County Sheriff's Office will assist in those cases when the offense exceeds the limited resource capacity of the Lamar Consolidated ISD Police Department. Lamar Consolidated ISD Police Department and Fort Bend County Sheriff's Office will develop additional policies and procedures as necessary to address circumstances that require Fort Bend County Sheriff's Office assistance.
- c. The Lamar Consolidated ISD Police Department will enforce all criminal laws, including municipal ordinances, county ordinances, and state laws within the Lamar Consolidated ISD territorial boundaries when it affects the safety and welfare of its students, employees, visitors, and/or Lamar Consolidated ISD property.
- d. The Lamar Consolidated ISD Police Department may join with the Fort Bend County Sheriff's Office in fighting off-campus crimes that involve the safety and welfare of its students, employees, and/or school district properties, and/or instances of mutual aid benefiting either or both Lamar Consolidated ISD and Fort Bend County. When Lamar Consolidated ISD police officers are working with Fort Bend County Sheriff's Deputies, the jurisdiction of the Lamar Consolidated ISD police officers extends to include all territories within the jurisdiction of the Fort Bend County Sheriff's Office, as that territory is located within geographic limits of Lamar Consolidated ISD.
- e. The Lamar Consolidated ISD Police Department agrees to participate in joint training exercises with the Fort Bend County Sheriff's Office, as mutually agreed upon by the respective agencies heads or their designees.
- f. It is agreed that each party of this MOU has specialized training to handle tactical situations. The Lamar Consolidated ISD Police Department will be first responders on Lamar Consolidated ISD property under the direction of its Chief of Police or their designee. Once the resources of that unit are exhausted, the Fort Bend County Sheriff's Office SWAT Team will then become the primary tactical unit under the direction of the Fort Bend County Sheriff, or their designee (SWAT commander).

- g. The Lamar Consolidated ISD Police Department, and the Fort Bend County Sheriff's Office will assist each other in ensuring a safe educational environment for all Lamar Consolidated ISD students and shall work cooperatively to respond to emergencies or critical situations on Lamar Consolidated ISD campuses or affecting Lamar Consolidated ISD students. Nothing in this MOU reduces or diminishes the current high level of cooperation that exists between the Lamar Consolidated ISD Police Department and the Fort Bend County Sheriff's Office. Rather, the MOU represents joint/ongoing commitment to enhance that level of cooperation, and to enhance service to those citizens we jointly represent.

### **DURATION/TERMINATION**

This agreement shall become effective as of the date it is executed by both parties and shall remain in effect until September 30, 2030, unless terminated sooner by either party. This MOU may be renewed upon written agreement of the parties. Either party to the agreement may terminate this MOU, with or without cause, by notifying the other party in writing of its intention to terminate the agreement. The inability of any party to perform any duty under this MOU because of insufficient personnel, equipment or supplies available during an emergency or significant event shall not constitute cancellation or termination of the MOU. Any termination shall be effective upon receipt of notice to terminate.

### **DISAGREEMENTS**

Disagreements between the parties will be brought to the attention of the head of each party or his/her designee for resolution. Nothing in this agreement is meant to reduce the current level of cooperation that exists between the parties.

### **LIABILITY**

It is understood and agreed between the parties that each party will be responsible for its own acts or omissions, including the acts and omissions of its police officers, employees, officers, trustees, and agents and will remain responsible for each of their employees' supervision, direction, control, and payment of wages. Where injury or property damage result from the joint or concurring negligence of both parties, liability, if any, will be shared by each party based on comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses, including immunity. The parties specifically agree that each party will be individually and respectively responsible for responding to, dealing with, insuring against, defending and otherwise handling and managing any complaint, claim, or cause of action brought against it, its respective employees, officers, trustees, and/or agents, resulting from the provision of services pursuant to the MOU.

## **RELATIONSHIP OF THE PARTIES**

This MOU is a contract for the performance of governmental functions by governmental entities, and Lamar Consolidated ISD and Fort Bend County will be engaged in the conduct of a governmental function while providing and/or performing any service under the MOU. Lamar Consolidated ISD and Fort Bend County are independent contractors and have no power or authority to assume or create any obligation or responsibility on behalf of the other party. It is the intention of the parties that Fort Bend County is independent of Lamar Consolidated ISD and neither it nor any of its employees is an employee, agent, joint venture, or partner of Lamar Consolidated ISD. Nothing in this MOU shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venture or partner, between Lamar Consolidated ISD and Fort Bend County or Lamar Consolidated ISD and Fort Bend County agents. Fort Bend County agrees that Lamar Consolidated ISD has no responsibility for the conduct of any Fort Bend County employees, officers, agents, or representatives.

## **COSTS ASSOCIATED**

In furtherance of the parties' efforts to coordinate law enforcement activities, Lamar Consolidated ISD has provided the Fort Bend County Sheriff's Office with the instrument[s] to access its KnoxEntry™ campus entry system. The parties acknowledge that rekeying access points for the entire District due to lost, stolen, or damaged instruments is costly and should be borne by the responsible party. Consequently, the agency responsible for the lost, damaged or stolen instrument bears the obligation to compensate Lamar Consolidated ISD for the cost of rekeying the District's KnoxEntry™ system. The District will invoice the agency for the rekeying cost, with payment in full due to the District within 30 days of the date of the invoice.

Except for the costs associated with rekeying Lamar Consolidated ISD's KnoxEntry™ system as described in the preceding paragraph, all other costs associated with this MOU shall be funded by Lamar Consolidated ISD. At no time should Fort Bend County have expenditures associated with this MOU other than those related to the KnoxEntry™ system as described above.

## SIGNATORIES

IN WITNESS WHEREOF, this MOU is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this MOU and any attachments hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will. This MOU shall become effective upon execution by the last party.

### APPROVED:

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**BY:**

\_\_\_\_\_  
**ROOSEVELT NIVENS,**  
**SUPERINTENDENT**

**DATE:** \_\_\_\_\_

**FORT BEND COUNTY**

**BY:**

\_\_\_\_\_  
KP George, County Judge

**ATTEST:**

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
Laura Richard, County Clerk

### APPROVED:

**FORT BEND COUNTY SHERIFF'S OFFICE**

**BY:**

\_\_\_\_\_  
**ERIC FAGAN, SHERIFF**

**DATE:** \_\_\_\_\_