

MEMORANDUM of UNDERSTANDING

Between

CITY OF BURLESON, on behalf of its POLICE DEPARTMENT

AND

**JOSHUA INDEPENDENT SCHOOL DISTRICT, on behalf of its POLICE
DEPARTMENT**

This Memorandum of Understanding (MOU) is being executed by the Joshua Independent School District, on behalf of its Police Department, in conjunction with the City of Burleson, on behalf of its Police Department. These departments agree to abide by the terms and provisions of this MOU throughout the duration of this agreement.

PURPOSE

The purpose of this MOU is to set out a common understanding of the policies and procedures that the Burleson Police Department, and the Joshua ISD Police Department will follow in providing police service to Joshua ISD schools in Burleson, Johnson County and/or The State of Texas. This MOU is a formal agreement to clarify jurisdiction, define parameters and areas of responsibilities, and to establish a spirit of cooperation to enhance the services that both agencies provide to the citizens residing within the city limits of Burleson, Texas, in accordance with the provisions of the *Texas Education Code, Section 37.081*.

MISSION

The mission of this MOU is to provide better utilization of resources by the Burleson Police Department and Joshua ISD Police Department. Further, it will substantially increase cooperation between these two departments eliminating waste of public resources and resulting in better accumulation of crime analysis data and ultimately providing the safest environment possible for the school children of Joshua ISD and reducing crime in Burleson, Texas.

TERMS OF AGREEMENT

This agreement shall be in full force and effect from the date of the last party to sign this Agreement until July 31, 2021. This agreement may be renewed annually upon approval by both parties. Either party may terminate this agreement upon giving written notice thirty (30) days prior to the date of termination.

SERVICES PROVIDED AND RESPONSIBILITIES OF THE BURLESON POLICE DEPARTMENT

- The Burleson Police Department will assume primary jurisdiction and serve as the lead agency for any law enforcement action originating or ending in the Burleson city limits except those where the incident occurs exclusively on and involving property owned, leased, rented or otherwise under the control of the Joshua ISD School Board. The Burleson Police Department will retain primary jurisdiction if any of its officers discharges a firearm, is alleged to have

caused serious bodily injury or death or are the victim of an assault resulting in serious bodily injury or death.

- The Burleson Police Department may defer jurisdiction to Joshua ISD Police in any instance when it is deemed by the Burleson Police Department to enhance police service to the community.
- Media requests for press releases involving police incidents where the Joshua ISD Police Department has primary jurisdiction will be referred to the Joshua ISD. Records that are property of the City of Burleson may be subject to the Texas Public Information Act and will be released in accordance with city policy.
- The Burleson Police Department agrees to notify the Joshua ISD Police Department of any warrant service initiated by the department occurring on a Joshua campus except those for Class C misdemeanors or those resulting from a traffic stop initiated on a public roadway.
- The Burleson Police Department agrees to participate in the initial law enforcement response to any major police incident including an active shooter, barricaded person or hostage incident occurring on a Joshua ISD property in the City of Burleson. The Burleson Police Department may assume initial command of these incidents until a representative from the JISD Police Department is available on scene. In conjunction, Joshua ISD Police Department and Burleson Police Department will determine the appropriate time to transition command of the incident.
- The Burleson Police Department will respond to and assume the role of lead agency to any incident occurring on Joshua ISD property within the Burleson city limits occurring while no JISD Police officer is on-duty. Joshua ISD Police will be notified of the incident as soon as practicable.
- The Burleson Police Department will share intelligence information it develops regarding any JISD campus with the Joshua ISD Police Department.
- Whenever practicable the Burleson Police Department will provide to the Joshua ISD Police Department emergency assistance at their property within the City of Burleson. When significant resources are required for a prolonged period of time or a special event is planned the request should be made to the Chief of Police or designee.
- Planned Special Events utilizing on-duty Burleson Police Officers may require reimbursement for costs incurred to the City of Burleson.

SERVICES PROVIDED AND RESPONSIBILITIES OF THE JOSHUA INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT:

- The Joshua ISD Police Department will have primary law enforcement jurisdiction within the city limits of Burleson involving property owned, leased, rented or otherwise under the control of the Joshua ISD School Board.
- Media requests for press releases involving police incidents where the Burleson Police Department has primary jurisdiction will be referred to the City of Burleson. Records that are property of the Joshua ISD are subject to the Texas Public Information Act and will be released in accordance with Board policy.
- The Joshua ISD Police Department may provide traffic control, management or enforcement that enhances the safety of their campuses on any road owned by the city where it is adjacent to a Joshua ISD School campus and other roads while they are being utilized as a JISD school bus stop. The district will assume liability for any costs associated with such action. This agreement does not limit the authority of the Joshua ISD Police Department's officers granted by state law.

- Any citation issued by the Joshua ISD Police Department for a class C offense occurring in the City of Burleson will be referred to the Justice of the Peace Court for prosecution. Citations issued will be delivered and turned into the court clerk within 24 hours of issuance.
- The Joshua ISD Police Department must implement and make available to the Burleson Police Department a traffic enforcement and pursuit policy that aligns with those of the Burleson Police Department.
- The Joshua ISD Police Department will provide monthly statistics describing traffic stop locations, violations and warning for violations within the city limits of Burleson.
- Whenever practicable the Joshua ISD Police Department will provide the Burleson Police Department emergency assistance as requested. When significant resources are needed, request should be made to the Chief of Police or designee.
- The Joshua ISD Police Department agrees to notify the Burleson Police Department of any warrant service initiated by the department and occurring in the City of Burleson except those for Class C misdemeanors, those resulting from a traffic stop or those occurring on property owned, leased, rented or otherwise under the control of the Joshua ISD School Board.
- The Joshua ISD Police Department will share intelligence information it develops regarding crime related to the City of Burleson with the Burleson Police Department.

ASSIGNMENT

Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other party to this Agreement.

CITY LIABILITY

The City understands and agrees that the City, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the School District. The City shall not be required to indemnify nor defend the School District for any liability arising out of the wrongful acts of employees or agents of the School District to the extent allowed by Texas law.

SCHOOL DISTRICT LIABILITY

The School District understands and agrees that the District, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the City. The District shall not be required to indemnify nor defend City for any liability arising out of the wrongful acts of employees or agents of City to the extent allowed by Texas law.

SEVERABILITY

Nothing contained in this agreement shall waive the respective immunities of the City of Burleson and Joshua Independent School District.

The validity of this Agreement and/or any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. In the event that any

portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

SIGNATORIES

For City of Burleson :



Chief of Police
Burleson Police Department

7/20/20
Date

ATTEST:



Mayor
City of Burleson

7/20/20
Date

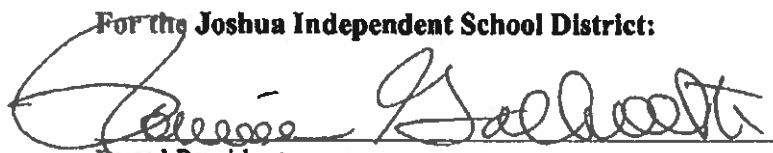
Approved as to form:



City Attorney **MATT LIGHTLEY**
City of Burleson **DEAN CITY ATTORNEY**

7/20/20
Date

For the Joshua Independent School District:



Board President
Joshua ISD

8-17-2020
Date

ATTEST:



Board Secretary
Joshua ISD

Approved as to form:



School Attorney
Joshua ISD

8/19/20
Date