

**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN MEDINA COUNTY, TEXAS, ON BEHALF OF THE MEDINA COUNTY SHERIFF'S OFFICE; THE CITY OF HONDO, TEXAS, ON BEHALF OF THE HONDO POLICE DEPARTMENT; THE CITY OF CASTROVILLE, TEXAS, ON BEHALF OF THE CASTROVILLE POLICE DEPARTMENT; AND MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT, ON BEHALF OF THE MEDINA VALLEY ISD POLICE DEPARTMENT, FOR THE PURPOSE OF ESTABLISHING COOPERATIVE EVIDENCE TRANSPORT TO AND FROM THE TEXAS DEPARTMENT OF PUBLIC SAFETY CRIME LABORATORY; AND SETTING AN EFFECTIVE DATE.**

**RECITALS**

**WHEREAS**, Medina County, Texas, on behalf of the **Medina County Sheriff's Office**; the **City of Hondo, Texas**, on behalf of the **Hondo Police Department**; **City of Castroville, Texas**, on behalf of the **Castroville Police Department**; and the **Medina Valley Independent School District**, on behalf of the **Medina Valley ISD Police Department** (collectively referred to as the "Parties" and individually as a "Party and / or Agency") are local government entities and law enforcement agencies within the State of Texas, responsible for the lawful collection, handling, submission, and retrieval of criminal evidence in connection with official investigations and prosecutions; and

**WHEREAS**, the **Texas Department of Public Safety ("DPS") Crime Laboratory** has issued a directive requiring all agencies to submit and retrieve evidence **in person** beginning **September 1, 2025**, and has further discontinued the use of on-site drop boxes and any form of evidence shipment; and

**WHEREAS**, the DPS directive also limits agencies to **no more than fifteen (15) items of evidence per submission**, making monthly evidence runs impractical for smaller agencies that frequently exceed that number within shorter timeframes; and

**WHEREAS**, in response to these requirements and operational constraints, the Parties seek to collaborate by establishing a MOU to **rotate transport duties** and authorize designated personnel to submit or retrieve evidence on behalf of one another while strictly maintaining all required chain-of-custody procedures; and

**WHEREAS**, the Parties desire to enter into this Memorandum of Understanding pursuant to the **Texas Interlocal Cooperation Act (Chapter 791 of the Texas Government Code)** to formally define the responsibilities, authority, and limitations of such interagency cooperation;

**NOW, THEREFORE**, in consideration of the mutual covenants and terms set forth herein, the Parties agree as follows:

## I. AUTHORITY

This Memorandum of Understanding (“MOU”) is entered into in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, by and between Medina County, Texas, on behalf of the Medina County Sheriff’s Office; the City of Hondo, Texas, on behalf of the Hondo Police Department; the City of Castroville, Texas, on behalf of the Castroville Police Department; and the Medina Valley Independent School District on behalf of the Medina Valley ISD Police Department (collectively referred to herein as the “Parties” and individually as a “Party and/or Agency”).

## II. PURPOSE

The purpose of this MOU is to authorize designated personnel from any of the Parties to deliver and/or retrieve criminal evidence on behalf of another participating Agency. This cooperative approach is intended to ensure continuity in chain-of-custody procedures and compliance with the updated DPS Crime Laboratory submission requirements effective **September 1, 2025**, which mandate **in-person evidence submission and retrieval**.

## IV. TERMS

### 1. Consideration

The consideration for this MOU consists of the mutual promises and obligations set forth herein. Each Party agrees to provide assistance with the submission and retrieval of evidence to and from the Texas Department of Public Safety Crime Laboratory on behalf of the other Parties, in accordance with the terms of this MOU. This mutual exchange of services and responsibilities constitutes adequate and sufficient consideration for the purposes of this MOU.

### 2. Authorized Transport and Receipt

**a.** Any **full-time sworn peace officer** or **authorized evidence custodian** employed by one of the Parties may accept custody of criminal evidence from another participating agency for the limited purpose of transporting that evidence to a DPS Crime Laboratory location.

**b.** Likewise, **full-time sworn peace officer** or **authorized evidence custodian** employed by one of the Parties may retrieve evidence on behalf of another agency from a DPS Crime Laboratory, provided proper documentation and prior coordination has occurred.

### 3. Chain of Custody and Documentation

**a.** All evidence transfers—whether between agencies or to/from the laboratory—must be documented using standardized **chain-of-custody forms**.

**b.** Each evidence transfer record shall include the following:

- Full name and badge/ID number of transporting officer or custodian
- Date and time of each custody exchange

- Description and quantity of the evidence
- Case number from the originating agency
- Signatures of both releasing and receiving parties

c. Copies of all documentation shall be retained by the originating agency and accompany the evidence to the lab.

#### 4. Evidence Packaging and Submission Responsibilities

a. The agency that originally collected or submitted the evidence remains solely responsible for:

- Proper **tagging and labeling** of evidence items
- Appropriate **packaging** in compliance with DPS laboratory guidelines
- Completion and accuracy of the **DPS laboratory submission form**

b. Failure to meet submission standards may result in refusal or delay of evidence processing.

#### 5. Submission Form Authority and Corrections

a. If a DPS laboratory staff member identifies an error or requires clarification on a submission form, the delivering employee from any Party is authorized to make **minor corrections** on behalf of the originating agency, provided that the correction does not alter the substance or integrity of the evidence or related case information.

b. For purposes of this MOU, “**minor corrections**” are defined as non-substantive changes or clarifications to a DPS laboratory submission form that do not affect the evidentiary value, classification, or investigative significance of the items submitted. These may include, but are not limited to:

- Correction of typographical errors (e.g., misspelled names, transposed digits in case numbers);
- Completion of inadvertently omitted non-critical fields (e.g., submitting officer’s phone number or agency address);
- Clarification of abbreviations or agency-specific codes; or
- Updates to agency contact information.

c. **Minor corrections** shall not include changes to:

- The identity of suspects, victims, or witnesses;
- The offense classification or case type;
- The number or type of evidence items submitted;
- Any information that could materially alter the forensic analysis, interpretation, or legal handling of the evidence.

d. Any corrections must be:

- Immediately communicated to the originating agency
- Documented in writing, with a copy retained by the employee making the correction and shared with the agency of origin

## **6. Personnel Authorization**

### **a. Only individuals who are:**

- Full-time sworn law enforcement officers, or
- Designated evidence custodians employed by one of the Parties, may participate in the transport or retrieval of evidence under this MOU.

**b.** Each agency shall maintain and, upon request, share a current list of approved personnel authorized to conduct evidence-related transportation. Changes or amendments to the list of approved personnel shall be promptly communicated to all Parties.

## **7. Liability**

**a.** Each Party shall be solely responsible for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by their agents, officers, employees, and subcontractors, while performing any function or providing or delivering any service under taken pursuant to this MOU.

**b.** This MOU does not impose any obligation for indemnification among the Parties.

**c.** Subject to the limitations as to liability and damages in the Texas Tort Claims Act and without waiving its governmental immunity, each Party agrees to hold harmless each other, its governing board, officers, agents and employees for any liability, loss, damages, claims or causes of action caused or asserted to have been caused directly or indirectly by any other Party to this MOU, or any of its officers, agents or employees, or as the result of its performance, or any of its officers, agents or employees, under this MOU.

**d.** Nothing in this MOU adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code, or other law; nor does it create a joint enterprise for the purpose of assigning or determining liability.

## **8. Compliance**

Each Party agrees to comply with all applicable federal, state, and local laws, regulations, and policies, including but not limited to those governing the handling, transportation, submission, and chain of custody of criminal evidence. This includes compliance with any rules or directives issued by the Texas Department of Public Safety Crime Laboratory, as well as any applicable law enforcement standards, confidentiality requirements, and records retention policies.

## 9. Effective Date, Duration, Amendment, and Termination

- a. This MOU shall become **effective on the date of the last signature** and shall remain in effect unless terminated in accordance with the terms herein.
- b. Any Party may terminate this MOU by providing **written notice** at least **thirty (30) calendar days** in advance.
- c. This MOU may be amended only by mutual written agreement signed by all Parties.

## V. POINTS OF CONTACT

Each Party shall designate a primary point of contact for all matters related to the implementation and administration of this Memorandum of Understanding. The designated points of contact for each agency are provided below:

### 1. Medina County Sheriff's Office

Name: \_\_\_\_\_  
Title/Position: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone / Email: \_\_\_\_\_

### 2. Hondo Police Department

Name: \_\_\_\_\_  
Title/Position: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone / Email: \_\_\_\_\_

### 3. Castroville Police Department

Name: \_\_\_\_\_  
Title/Position: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone / Email: \_\_\_\_\_

### 4. Medina Valley ISD Police Department

Name: \_\_\_\_\_  
Title/Position: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone / Email: \_\_\_\_\_

## VI. MISCELLANEOUS

**1. Prior Agreements Superseded.** This MOU represents the entire agreement of the Parties, superseding all prior agreements, and will not be amended or modified other than in a writing signed by the Parties. No Party will try to enforce a purported amendment that is not written and

properly approved by each Party's governing body under section 791.011(d) of the Texas Government Code.

**2. Counterparts.** This MOU may be executed in counterparts and may be scanned or photocopied; a Party may use a complete counterpart, photocopy, or scan as if it were an original.

**3. Law Governing.** This agreement shall be governed by and construed in accordance with the laws of the State of Texas and exclusive venue for any dispute under this MOU shall be in Medina County.

**4. Incorporation of Recitals.** The foregoing recitals are hereby incorporated into the body of this MOU and shall be considered part of the mutual covenants, consideration and promises that bind the Parties.

**5. Assignment.** This agreement is binding upon and inures to the benefit of the parties to this agreement and their respective successors and permitted assigns. This agreement may not be assigned by any party without the written consent of all of the parties.

**6. Severability.** If any provision of this MOU shall be deemed void or invalid, such provision shall be severed from the remainder of this MOU, which shall remain in force and effect to the extent that it does not destroy the benefit of the bargain.

**7. Warranty.** The individuals executing this agreement on behalf of each party represent and warrant that they are each the duly authorized representatives of such party on whose behalf the individuals are signing, each with full power and authority to bind said party to each term and condition set forth in the MOU.

**8. Effective Date.** This MOU shall become effective on the date of the last signature.

**IN WITNESS WHEREOF,** the parties hereto have made and executed this to the MOU on the respective dates under each signature.

### **SIGNATURES**

**Medina County on behalf of the Medina County Sheriff's Office**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Castroville on behalf of the Castroville Police Department**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Hondo on behalf of the Hondo Police Department**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Medina Valley Independent School District on behalf of the Medina Valley ISD Police Department**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_