

# **Los Fresnos Police Department**

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE LOS FRESNOS C.I.S.D. POLICE DEPARTMENT  
AND THE LOS FRESNOS POLICE DEPARTMENT**

THE STATE OF TEXAS            '

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF CAMERON '

I.

PARTIES

THIS AGREEMENT, is entered into by and between the LOS FRESNOS C.I.S.D. POLICE DEPARTMENT of the State of Texas, and hereinafter referred to as the District Police and the LOS FRESNOS POLICE DEPARTMENT, a city in the County of Cameron, Texas referred to hereinafter as the City Police Department. This agreement and service is entered into under the Interlocal Agreement Act. Any party paying for the performance of any function or service shall make these payments from current revenues available to the paying party.

II.

PURPOSE

The purpose of this agreement is to establish an understanding and cooperation between the District Police and the City Police Department.

The Los Fresnos Consolidated Independent School District (Los Fresnos C.I.S.D.) has established and communicated a policy clearly establishing the parameters of the District Police. The Los Fresnos C.I.S.D. also understands the need to work with law enforcement agencies having overlapping jurisdiction with the Los Fresnos C.I.S.D. Additionally, the City Police Department is equally dedicated to serving the public by coordinating and communicating with the District Police.

III.

AGREEMENT

The City Police Department and the District Police agree to aid each other as may be requested and as each is capable. It is understood that the City Police Department has jurisdiction throughout the City of Los Fresnos and that the District Police have jurisdiction throughout the school district. It is also understood and agreed that the primary responsibility of the District Police will include law enforcement activities within school campus boundaries of the Los Fresnos C.I.S.D. during

normal school hours and at other times as may be necessary. The District Police will coordinate after school hours law enforcement activities with the City Police Department.

In anticipation of the need for the following services; use of the city jail facilities, prisoner transport to the Cameron County Jail (\$2,500), Dispatching Services, TCIC/NCIC, and Call Logging (\$15,000), communication services radio trunking usage – [28 radios @ \$13 monthly] \$4,368 yearly fee, and four (4) City Police Officers at the 5 home football games for six (6) hours (5:45pm – 11:45pm) \$3,600, Additionally, in anticipation for the need of the use of the training facilities and the gun range the Los Fresnos CISD Police Department agrees to pay the City of Los Fresnos Police Department the amount of two thousand five hundred and no/100ths dollars (\$2,500) annually for the use of these facilities. The total that will be paid to the City of Los Fresnos annually is Twenty Seven thousand, nine hundred and sixty eight and no/100ths dollars (\$27,968.00). These funds will be paid in March of 2024.

#### IV.

#### TERM

The term of this agreement shall be for a twelve (12) month period from the date of this agreement. However, either party upon thirty (30) days written notice may terminate without cause this agreement.

#### V.

#### INSURANCE AND INDEMNIFICATION

5.1 Governmental Functions. Notwithstanding any provision to the contrary herein, this agreement is a contract for and with respect to the performance of governmental functions by governmental entities. The relationship of the City and the District shall be that of independent contractors.

5.2 City Insurance and Indemnification. The Los Fresnos C.I.S.D. shall have no liability whatsoever for the actions of, or failure to act by, any officers, employees, subcontractors, agents or assigns of the City, or for or with respect to this Agreement, and the City covenants and agrees that:

5.2.1 The City 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 the City or its agents, officers, employees and subcontractors, while performing any function or providing or delivering any service undertaken by the City pursuant to this Agreement.

5.2.2 The City shall be solely responsible for procuring and maintaining in effect any insurance coverage it may, in its sole discretion, deem necessary or appropriate to protect its interests.

5.3 District Insurance and Indemnification. The city shall have no liability whatsoever for the actions of, or failure to act by, any officers, employees, subcontractors, agents or assigns of the Los Fresnos C.I.S.D., or for or with respect to the this Agreement by the District, and the District covenants and agrees that:

5.3.1 The Los Fresnos C.I.S.D. 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 the Los Fresnos C.I.S.D. or its agents, officers, employees and subcontractors, while performing any function or undertaking any use of the Land and this Agreement.

5.3.2 The Los Fresnos C.I.S.D. shall be solely responsible for procuring and maintaining in effect any insurance coverage it may, in its sole discretion, deem necessary or appropriate to protect its interests.

5.4 Governmental Immunity. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either the City or Los Fresnos C.I.S.D. nor to create any legal rights or claim on behalf of any third party. Neither the Los Fresnos C.I.S.D. nor the city waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas. No provision of this agreement is a consent to suit.

VI.  
MISCELLANEOUS

6.1 This agreement contains the complete expression of the agreement between the parties hereto, and there are not promises, representations, agreements, warranties, or inducements except such as are made herein and fully set forth. Any party paying for the performance of any function, services, or improvements to the demised premises shall make these payments from current revenues available to the paying party. No alterations of any of its terms, covenants or conditions shall be binding unless reduced to writing and signed by the parties hereto. It is agreed that all of the rights, remedies, and benefits provided by this agreement shall be cumulative, and shall not be exclusive of any other rights, remedies and benefits allowed by law.

6.2 Nothing herein may be construed as the formation of a partnership, joint venture, or other business organization or any description between the parties.

6.3 In the event one or more of the provisions of this agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Agreement. This agreement constitutes the sole and only agreement of the Parties to the Agreement and supersedes any prior understanding or written or oral agreements between the Parties respecting the subject matter of this agreement.

6.4 This agreement shall be governed and construed in accordance with the laws of the State of Texas, and all obligations of the parties created by this agreement are performable in Cameron County, Texas.


6.5 No party shall be required to perform any term, condition, or covenant in this agreement so long as performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, floods, and any other cause not reasonably within the control of the parties and which by the exercise of due diligence the parties are unable, wholly or in part, to prevent or overcome.

VII.

7.1 The parties indicate acceptance of each of the terms of this agreement by the signature of their respective agents below. The agents signing below each represent that they have been authorized by their respective parties to execute this agreement on their behalf. The effective date of this agreement shall be the latest of the dates appearing below.

EXECUTED IN DUPLICATE ORIGINAL on this 11<sup>th</sup> day of December 2023


LOS FRESNOS CONSOLIDATED  
INDEPENDENT SCHOOL  
DISTRICT

By:   
Dr. Gonzalo Salazar  
Superintendent

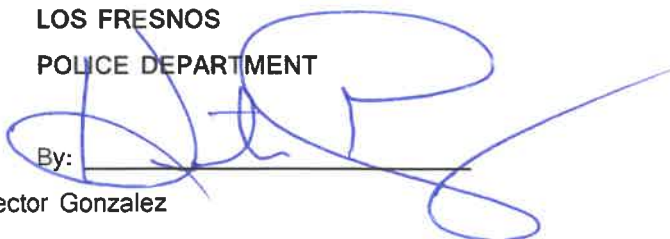
CITY OF LOS FRESNOS,  
TEXAS

By:   
Mark Milum  
City Manager

LOS FRESNOS C.I.S.D.  
DISTRICT POLICE

By:   
Alex Casares  
Los Fresnos C.I.S.D., Chief of Police

LOS FRESNOS  
POLICE DEPARTMENT

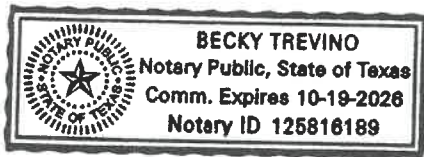
By:   
Hector Gonzalez  
City of Los Fresnos, Chief of Police

THE STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF CAMERON

This instrument was acknowledged before me on the 11<sup>th</sup> day of December 2023, by Dr. Gonzalo Salazar, Superintendent of Schools, for and on behalf of the Los Fresnos Consolidated Independent School District.



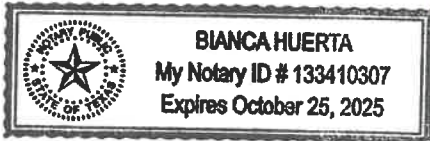
Becky Trevino  
Notary Public-State of Texas

THE STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF CAMERON

This instrument was acknowledged before me on the 14 day of February 2024, by Mark Milum, City Manager of the City of Los Fresnos, Texas, for and on behalf of the City of Los Fresnos, Texas.



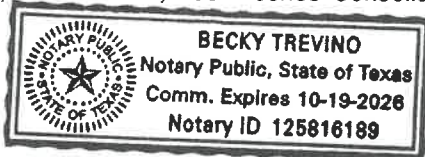
Bianca Huerta  
Notary Public-State of Texas

THE STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF CAMERON

This instrument was acknowledged before me on the 11<sup>th</sup> day of December 2023, by Alex Casares, Police Chief, Los Fresnos Consolidated Independent School District.



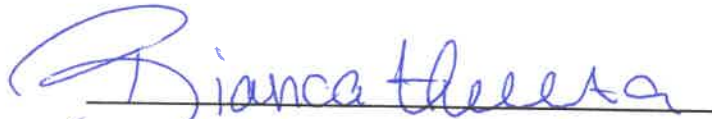
Becky Trevino  
Notary Public-State of Texas

THE STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF CAMERON

This instrument was acknowledged before me on the 14 day of February 2024,  
by Hector Gonzalez, Chief of Police, City of Los Fresnos, Texas, for and on behalf of the City of Los  
Fresnos, Texas.

  
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Notary Public-State of Texas

