

**MEMORANDUM OF UNDERSTANDING
FOR POLICE SERVICES**

This MEMORANDUM OF UNDERSTANDING FOR POLICE SERVICES (Agreement) is made by and between the City of Mission, Texas (Contractor) and the Mission Consolidated Independent School District (Agency) this __ day of August 2023.

PREMISES

Whereas, Chapter 791 of the Texas Government Code authorizes local governments to contract with each other to provide governmental functions and services, and

Whereas, the Texas Education Code §37.081 gives the Board of Trustees the power to employ security personnel and commissioned peace officers to carry out the effects of that Chapter, and

Whereas, the City of Mission, Texas is a Texas Municipality and Home Rule City as set forth in VTCA Government Code § 791.003 (4), and

Whereas, the Mission Consolidated Independent School District is a Texas School District and local governmental entity as set forth in VTCA Government Code §791.003, and

Whereas, the Mission CISD School Resource Officers and the City of Mission all have the authority to perform law enforcement functions within their respective jurisdictional areas, and

Whereas, the Parties are of the opinion that achieving the objectives of law enforcement, the protection of students, and maintenance of a safe learning environment within the Mission CISD can be facilitated by establishing a cooperative approach to law enforcement, and that the performance of this Agreement is in the common interest of both parties and that the division of cost fairly compensates the performing party for the services under this contract,

Whereas, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance, or those payments from current revenues legally available to each party:

Now therefore, in consideration of the promises and mutual covenants herein contained, it as agreed, under the authority of Section 791.001 – 791.029 of the Texas Government Code and Section 37.081 of the Texas Education Code, as follows:

AGREEMENT

ARTICLE 1. STATEMENT OF WORK:

CONTRACTOR agrees to perform, in a good professional manner to be approved by the AGENCY, the following:

- I. The CONTRACTOR shall assign and provide to AGENCY'S campuses fifteen (15) Texas Certified Police Officers during the 2023-2024 school year. Specific campus and time assignments will be mutually agreed to by the Operations Commander and AGENCY. Time assignments are not limited to any particular time of day. CONTRACTOR agrees that officers may be assigned to sporting events or other extra-curricular activities as coordinated by the AGENCY's Director of Safety & Security. Any officer assigned under this Agreement will be subject to the approval of the Superintendent, Director of Safety & Security and the campus Principal. The assigned officer(s) will provide services during regular school hours on each and every day classes are in session. The parties acknowledge the importance of having the same officer(s) present at the district on a day-to-day basis in order to promote continuity and familiarity with the district and students. The parties agree that any substitutions of personnel by the CONTRACTOR will be discussed and mutually agreed upon before the substitution is made.

- II. CONTRACTOR shall provide police presence on and around school campuses and all AGENCY property, including, without limitation, traffic enforcement and pedestrian crosswalk policing, etc. The Chief of Police and Superintendent may vary the duties of each officer taking into account the safety of each student, school district employee, and non-school person. The assigned officer(s) will coordinate and cooperate with the Director of Safety & Security and the campus Principal, but will be directly supervised by the Chief of Police. The duties, schedule and responsibilities of the assigned officer(s) on days when classes are not in session will be mutually agreed upon and determined by the Chief of Police, the Director of Safety & Security and the campus Principal.

At all times during the term of this Agreement, the law enforcement personnel provided by the CONTRACTOR will remain, and shall be considered,

employees of the CONTRACTOR and not employees of the AGENCY. The CONTRACTOR will be responsible for maintaining accurate records of the dates and hours of service, and any other information regarding the personnel assigned to the AGENCY that may be necessary in connection with the performance of this Agreement.

Unless agreed to in advance in particular situations, any officer assigned to serve at any AGENCY campus will dress in a uniform identifying him/her as a member of the Police Department of the CONTRACTOR and will carry the usual equipment, such as sidearm, belt and holster, badge, and the like. At all times covered by this Agreement, any officer assigned to serve at any AGENCY campus will be a commissioned, full-time, regular-duty peace officer employed and properly trained by the CONTRACTOR.

The AGENCY's Director of Safety & Security and the Principal of each campus that uses the services of a campus peace officer will coordinate and work with that peace officer(s) with respect to the law enforcement services provided and any special issues that warrant increased attention. The Director of Safety & Security and the campus Principal will have the discretion to establish the daily tasks of the officer assigned to that campus, including designating specific campus issues to be addressed.

- III. CONTRACTOR shall ensure that assigned officers comply with all departmental policies and procedures, including, but not limited to, city policies and state and federal statutes, procedures, and directives.
- IV. Officers may execute arrest authority.
- V. Officers shall function as Certified Peace Officers of the State of Texas and shall comply with all duties and obligations which they have under state and federal law as licensed peace officers.

ARTICLE 2. OBJECTIVES:

CONTRACTOR'S objectives under this Agreement include, but are not limited to, the following:

1. Provide a safe learning environment by fulfilling their obligations as licensed peace officers.
2. Serve as a visible deterrent, through their presence and actions as peace officers to reduce drug abuse, alcohol abuse and other crime amongst students.

3. Educate faculty in the following:
 - Identification of gangs and their effects
 - Identification of drugs and their effects
4. Participate in other school activities and events when appropriate.
5. Report incidents (in writing) of a delinquent criminal nature to the Director of Safety & Security, the campus Principal and Operations Commander.
6. Take positive enforcement action as a law enforcement officer when confronted by a violation of Federal Law, State Law and any City Ordinance.
7. Promote and support organizational strategies of the District to address the causes and reduce the fear of crime and social disorder through problem solving tactics and their work as peace officers within the District.

ARTICLE 3. DUTIES AND RESPONSIBILITIES OF THE AGENCY:

The AGENCY will provide the following to the CONTRACTOR:

1. Office space on campus
2. Access to telephones
3. Administrative and clerical support whenever possible from the campus and central office
4. Supplies and materials within an approved budget, and
5. Other support as requested

ARTICLE 4. JURISDICTION AND SCOPE OF DUITES OF EMPLOYED OFFICERS:

The agency hereby determines that the jurisdiction of any officer exercising the terms under this agreement shall include all territory, within the boundaries of the School District and also all property outside the boundaries of the District that is owned, leased or rented by or otherwise under the control of the Mission CISD. The agency further determines that the Police Officers assigned under this agreement shall have the following powers:

- I.) All the powers privileges and immunities as police officers.
- II.) The powers to enforce all laws, including municipal ordinances, county ordinances and state laws, and may, in accordance with Chapter 52, Texas Family Code take a juvenile into custody.

- III.) Enforcing any and all laws of Hidalgo County and the State of Texas and the rules of the school district which have a direct bearing on the safety and welfare of students within the District.
- IV.) The Mission Police Officers provided under the terms of this agreement shall have jurisdiction and lawful authority to provide police services under the terms of this agreement even if they are off duty. However, nothing in this agreement shall require any Mission Police Officer to provide police services pursuant to this agreement if off duty.

ARTICLE 5. TERMS:

The period of performance of the agreement shall commence on the 7th day of August 2023 and shall end on the 28th day of May 2024. The total number of days for payment will be 174 days. This is based on 172 instructional and 2 staff development days. No cost will be incurred or charged on the agreement prior to the starting date or subsequent to the ending date. All days are payable based on eight (8) hour day terms.

ARTICLE 6. SUPPLEMENTAL DUTY PAY:

The CONTRACTOR will provide the services of uniformed, sworn law enforcement personnel for the purpose of providing security and crowd control for athletic and special events sponsored by the AGENCY. The CONTRACTOR will provide the number of officers reasonably necessary as requested by the AGENCY for any such event. The CONTRACTOR will designate an officer in charge at each such event, and such officer in charge will coordinate the services provided with a representative of the AGENCY.

ARTICLE 7. CONSIDERATION:

It is estimated that the total cost of the basic agreement (excluding supplemental duty pay) will not exceed \$991,783.35 and the CONTRACTOR agrees to use its best effort to perform all work described for this estimated cost. If at any time the total cost for performance of said work will be greater than above estimated cost, then CONTRACTOR shall notify AGENCY to the effect, giving its revised estimate of the total cost. AGENCY is not obligated to pay any amount exceeding the estimated cost indicated in this section unless such amount is approved by AGENCY in writing before the cost is incurred.

ARTICLE 8. PAYMENT:

Payment for services will be processed only when proper documentation has been provided for the AGENCY business office for payment. Proper business accounting will be utilized.

Once proper documentation has been provided to the AGENCY, payment will be processed within 15-30 days.

ARTICLE 9. MEDIATION:

It is the policy of the State of Texas to encourage resolution of any disputes through alternative dispute resolution procedures such as non-binding mediation. Any dispute between the parties to this agreement which is not resolved through informal discussion may be submitted to a mutually acceptable mediation service or provider for non-binding mediation. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking legal or equitable relief from a court of competent jurisdiction.

ARTICLE 10. VENUE AND JURISDICTION:

The parties acknowledge that exclusive venue for any such action for breach of this agreement shall be the County and District courts of Hidalgo County, Texas.

ARTICLE 11. MODIFICATION OF AGREEMENT:

This document constitutes the entire agreement between the AGENCY and CONTRACTOR and may be modified only by written agreement executed by both the AGENCY and CONTRACTOR.

ARTICLE 12. DUTIES:

Officers shall only be assigned duties by the District which are consistent with their existing obligations as licensed peace officers. The AGENCY shall not assign officers duties involving:

- (1) routine student discipline or school administrative tasks; or
- (2) contact with students unrelated to the law enforcement duties of the peace officer, resource officer, or security personnel.

ARTICLE 13. NO WAIVER OF GOVERNMENTAL IMMUNITY:

Neither the Mission Consolidated Independent School District or the City of Mission, Texas do, by way of this contract, waive governmental immunity from suit, or from liability, except as expressly set forth by the Texas Legislature in the Texas Local Government Code. The fact that the Mission CISD and the City of Mission have entered into this agreement shall not in any way, constitute a deliberate waiver of immunity by either entity, which immunities are expressly reserved by both parties.

ARTICLE 14. RESPONSIBILITY:

This Agreement is a contract for the performance of governmental functions by governmental entities, and the parties will be engaged in the conduct of a governmental function while providing and/or performing any service under this Agreement. With respect to the services provided under this Agreement, the CONTRACTOR will be an independent contractor to the AGENCY. Any peace officer assigned to duty at any AGENCY campus pursuant to this Agreement will not be considered an employee of the AGENCY, but will at all times remain an employee of the CONTRACTOR.

It is understood and agreed between the parties that each party will be responsible for its own acts or omissions, including the acts or omissions of its employees, officers, trustees, and agents. Where injury or property damage result from the joint or concurring negligence of both parties, liability, if any, will be shared by each party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses, including governmental immunity. Under no circumstances shall AGENCY be subject to any tort liability for which it is currently immune.

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 itself, its respective employees, officers, trustees or agents, resulting from the provision of services pursuant to this Agreement.

Nothing in this Agreement will be construed to waive, modify or amend any legal defense available to the parties, or any past or present Trustee, officer, agent or employee, including, but not limited to governmental immunity from suit as provided by law.

ARTICLE 15. MISCELLANEOUS:

There are no third-party beneficiaries to this Agreement.

AGENCY may terminate this Agreement at any time and for any or no reason by providing seven days' prior written notice to CONTRACTOR.

CONTRACTOR:

City of Mission

Randy Perez
City Manager

Cesar Torres
Chief of Police

AGENCY:

Mission Consolidated Independent School District

Veronica R. Mendoza, President
Mission CISD Board of Trustees

Dr. Carol G. Perez
Superintendent of Schools