

Approved

REQUEST FOR AGENDA PLACEMENT FORM

Submission Deadline - Tuesday, 12:00 PM before Court Dates

SUBMITTED BY: Sheriff Adam King
TODAY'S DATE: July 14, 2019

DEPARTMENT: Sheriff / 560

SIGNATURE OF DEPARTMENT HEAD: Adam King

REQUESTED AGENDA DATE: June 24, 2019

SPECIFIC AGENDA WORDING: Presentation of the Memorandum of Understanding between Johnson County for the Sheriff's Office and Alvarado Independent School District for the Police Department.

PERSON(S) TO PRESENT ITEM: Sheriff Adam King or his designee.

SUPPORT MATERIAL: (Must enclose supporting documentation)

TIME: 5 Minutes
ACTION ITEM: _____
WORKSHOP: _____
CONSENT: _____
EXECUTIVE: _____

STAFF NOTICE:

COUNTY ATTORNEY: _____ **IT DEPARTMENT:** _____
AUDITOR: _____ **PURCHASING DEPARTMENT:** _____
PERSONNEL: _____ **PUBLIC WORKS:** _____
BUDGET COORDINATOR: _____ **OTHER:** _____

*****This Section to be Completed by County Judge's Office*****

ASSIGNED AGENDA DATE: _____

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE _____

COURT MEMBER APPROVAL _____ Date _____

MEMORANDUM of UNDERSTANDING

Between

JOHNSON COUNTY, on behalf of its SHERIFF'S OFFICE

AND

ALVARADO INDEPENDENT SCHOOL DISTRICT, on behalf of its POLICE DEPARTMENT

This Memorandum of Understanding and Agreement (MOU) is being executed by the Alvarado Independent School District, on behalf of its Police Department, in conjunction with Johnson County, on behalf of its Sheriff's Office. These departments along with the School District and the County agree to abide by the terms and provisions of this MOU throughout the duration of this MOU.

PURPOSE

The purpose of this MOU is to set out a common understanding of the policies and procedures that the Johnson County Sheriff's Office, and the Alvarado ISD Police Department will follow in providing police service to Alvarado ISD schools in 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 county limits of Johnson County, 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 Johnson County Sheriff's Office and Alvarado 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 Alvarado ISD and reducing crime in Johnson County.

SERVICES PROVIDED AND RESPONSIBILITIES OF THE JOHNSON COUNTY SHERIFF'S OFFICE

- The Johnson County Sheriff's Office will refer all media requests where the Alvarado ISD Police Department is the lead investigative agency to the Alvarado ISD Public Information Office or Chief of Police. Public Information requests made to the Johnson County Sheriff's Office will be answered in accordance to county policy as well as state and federal law.
- The Johnson County Sheriff's Office may consider any request for Investigative assistance, for crimes that are, by definition of the Texas Penal Code, a 3rd degree felony or higher offense. The request will be made to the Captain of the Criminal Investigations Division.
- Johnson County Sheriff's Office agrees to coordinate warrant service on Alvarado ISD property with the Alvarado ISD Police Department.
- The Johnson County Sheriff's Office agrees to assist any lead agency in response to active shooter, barricaded person, hostage incidents, bomb threats, kidnapping, or missing student incidents occurring on Alvarado ISD campuses.

- In the event the Johnson County Special Response Team is activated and responds to any incidents, the Johnson County Sheriff's Office will assume control of the scene for officer / public safety reasons.
- The Johnson County Sheriff's Office may offer the services of the crime scene unit, if available, to assist the Alvarado ISD Police Department for crimes that are, by definition of the Texas Penal Code, a 3rd degree Felony or higher offense.
- The Johnson County Sheriff's Office will share intelligence information regarding campus crime with Alvarado ISD Police Department.
- The Johnson County Sheriff's Office will agree to provide officer safety assistance and assist officer back-up to officers employed by the Alvarado ISD Police Department when requested and available, and to the degree necessary to ensure the safety of Alvarado ISD Police Officers.
- The Johnson County Sheriff's Office agrees to provide jail and holding cell space in the event the need should arise from the Alvarado ISD Police Department, at the daily rate set by the Johnson County Commissioner's Court.
- The Johnson County Sheriff's Office may provide limited dispatch services, subject to terms and conditions, and payment by Alvarado ISD to Johnson County as set forth by the Commissioner's Court of Johnson County and the Dispatcher Non-Terminal Agency Agreement.

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

- Alvarado ISD Police Department will initiate a crime offense report and investigate all crimes on Alvarado ISD campuses and facilities.
- The Alvarado ISD Police Department will provide officer safety assistance and assist with officer back-up to officers employed by the Johnson County Sheriff's Office when requested, and to the degree necessary to ensure the safety of Johnson County Sheriff's Office officers and deputies.
- Alvarado ISD Police Department agrees to coordinate warrant service with the appropriate Johnson County Sheriff's Office Patrol Division.
- Alvarado ISD Police Department will share gang intelligence with the Johnson County Sheriff's Office on a continuous basis.
- Alvarado ISD Police Department shall adhere to Johnson County Sheriff's Office policy regarding the use of jail or holding cell space and shall provide the proper documentation regarding same.
- In the event of an arrest for a class "C" misdemeanor. The Alvarado ISD agrees to pay the daily rate set by the Johnson County Commissioner's Court and to coordinate magistrate services for legal proceedings and bonds.
- The Alvarado ISD Police Department acknowledges that it will be responsible for:
 - Safeguarding and storing any evidence collected on crimes in which it is considered the lead agency.
 - All field tests for drug offenses.
 - The storage and collection of data for racial profiling purposes.
 - Entering and maintaining warrants in TLETS.

- Providing appropriate radios for the communications system, subject to fees set by the Johnson County Commissioner's Court.

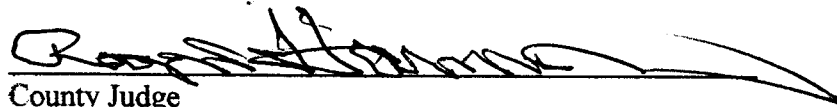
DURATION:

This MOU will be effective from the date that the MOU has been fully executed by both parties to September 1, 2020. This MOU may be renewed for 3 one-year terms by the Alvarado ISD Police Department by providing Johnson County Sheriff's Office with a written notice of its intention to renew not later than thirty (30) days prior to the expiration of the then current term.

Nothing contained in this MOU shall waive the respective immunities of Johnson County and Alvarado Independent School District.

SIGNATORIES

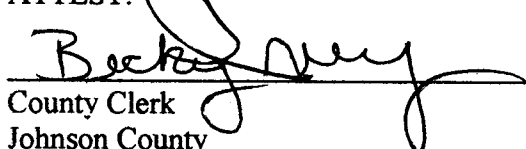
For Johnson County



County Judge
Johnson County

Date June 24 2019

ATTEST:



County Clerk
Johnson County



Date June 24 2019

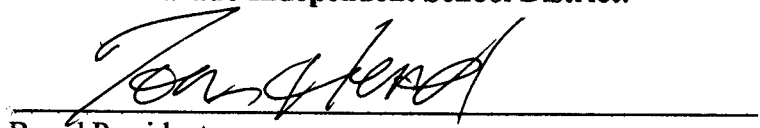
Approved:



Adam King
Johnson County Sheriff

Date June 24, 2019


For the Alvarado Independent School District:



Board President
Alvarado ISD

Date 6/17/19

ATTEST:



Board Secretary
Alvarado ISD

Date 6-18-19