

JAN 25 2021

Approved

REQUEST FOR AGENDA PLACEMENT FORM

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

SUBMITTED BY: Adam King TODAY'S DATE: January 11, 2021

DEPARTMENT: Johnson County Sheriff's Office

SIGNATURE OF DEPARTMENT HEAD: X Adam King

REQUESTED AGENDA DATE: January 25th, 2021

SPECIFIC AGENDA WORDING:

Review and approval of Consideration of Memorandum of Understanding between the Rio Vista Independent School District Police Department and the Johnson County Sheriff's Office

PERSON(S) TO PRESENT ITEM: Sheriff Adam King

SUPPORT MATERIAL: (will be provided separately)

TIME: 5 minutes

ACTION ITEM: X

WORKSHOP: _____

(Anticipated number of minutes needed to discuss item) CONSENT: _____

EXECUTIVE: _____

STAFF NOTICE:

COUNTY ATTORNEY: X ISS 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

RIO VISTA INDEPENDENT SCHOOL DISTRICT, on behalf of its POLICE DEPARTMENT

This Memorandum of Understanding and Agreement (MOU) is being executed by the Rio Vista 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 Rio Vista ISD Police Department will follow in providing police service to Rio Vista 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 Rio Vista 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 Rio Vista 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 Rio Vista ISD Police Department is the lead investigative agency to the Rio Vista 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 Rio Vista ISD property with the Rio Vista 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 Rio Vista 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 Rio Vista 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 Rio Vista 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 Rio Vista ISD Police Department when requested and available, and to the degree necessary to ensure the safety of Rio Vista 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 Rio Vista 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 Rio Vista 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 RIO VISTA INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT:

- Rio Vista ISD Police Department will initiate a crime offense report and investigate all crimes on Rio Vista ISD campuses and facilities.
- The Rio Vista 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.
- Rio Vista ISD Police Department agrees to coordinate warrant service with the appropriate Johnson County Sheriff's Office Patrol Division.
- Rio Vista ISD Police Department will share gang intelligence with the Johnson County Sheriff's Office on a continuous basis.
- Rio Vista 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 Rio Vista 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 Rio Vista 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 July 31, 2021. This MOU may be renewed for 3 one-year terms by the Rio Vista 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 Rio Vista Independent School District.

SIGNATORIES

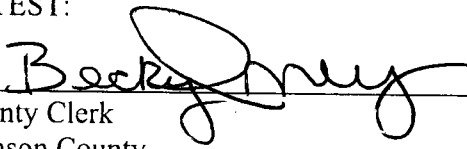
For Johnson County:



County Judge
Johnson County

1-25-2021
Date

ATTEST:



County Clerk
Johnson County



1-25-2021
Date

Approved:


Adam King
Johnson County Sheriff

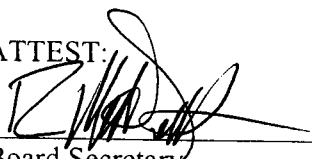
1-25-2021
Date

For the Rio Vista Independent School District:


Board President
Rio Vista ISD

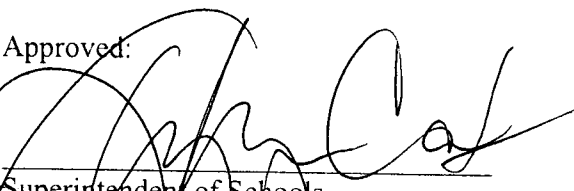
12/14/2020
Date

ATTEST:

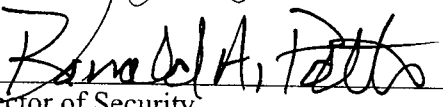

Board Secretary
Rio Vista ISD

12/14/2020
Date

Approved:


Superintendent of Schools
Rio Vista ISD

12/15/20
Date


Director of Security
Rio Vista ISD

12/15/20
Date