

REQUEST FOR AGENDA PLACEMENT FORM

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

SUBMITTED BY: Sheriff King TODAY'S DATE: 08-26-21

DEPARTMENT: Sheriff's Office

SIGNATURE OF DEPARTMENT HEAD: 

REQUESTED AGENDA DATE: September 13, 2021

SPECIFIC AGENDA WORDING:

Consideration of Memorandum of Understanding Between Johnson County,
on Behalf of It's Sheriff's Office and Joshua Independent School District,
on Behalf of It's Police Department - Sheriff's Office

COMMISSIONERS COURT

SEP 13 2021

Approved

PERSON(S) TO PRESENT ITEM:

Sheriff King or his Designee

SUPPORT MATERIAL: (Must enclose supporting documentation)

TIME: 5 min

(Anticipated number of minutes needed to discuss item)

ACTION ITEM:

WORKSHOP:

CONSENT:

EXECUTIVE:

STAFF NOTICE:

COUNTY ATTORNEY:

AUDITOR:

PERSONNEL:

BUDGET COORDINATOR:

IT DEPARTMENT:

PURCHASING DEPARTMENT:

PUBLIC WORKS:

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

JOSHUA INDEPENDENT SCHOOL DISTRICT, on behalf of its POLICE DEPARTMENT

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

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 Joshua ISD Police Department will follow in providing police service to Joshua 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 Joshua 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 Joshua 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 Joshua ISD Police Department is the lead investigative agency to the Joshua 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 Joshua ISD property with the Joshua 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 Joshua 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 Joshua 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 Joshua 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 Joshua ISD Police Department when requested and available, and to the degree necessary to ensure the safety of Joshua 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 Joshua 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 Joshua 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 JOSHUA INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT:

- Joshua ISD Police Department will initiate a crime offense report and investigate all crimes on Joshua ISD campuses and facilities.
- The Joshua 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.
- Joshua ISD Police Department agrees to coordinate warrant service with the appropriate Johnson County Sheriff's Office Patrol Division.
- Joshua ISD Police Department will share gang intelligence with the Johnson County Sheriff's Office on a continuous basis.
- Joshua 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 Joshua 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 Joshua 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, 2024. This MOU may be renewed for 3 one-year terms by the Joshua 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 agreement shall waive the respective immunities of Johnson County and Joshua Independent School District.

SIGNATORIES

For Johnson County :

Roger Hammond
County Judge
Johnson County

9-13-2021
Date

ATTEST:
Becky Mey
County Clerk
Johnson County



9-13-2021
Date

Approved as to form:

Bill
County Attorney
Johnson County

9-13-2021
Date

For the Joshua Independent School District:

Debra Walworth
Board President
Joshua ISD

Date

ATTEST:
Gene Loblin
Board Secretary
Joshua ISD

Approved as to form:

M. Whelan
School Attorney
Joshua ISD

9/23/21
Date