



AUG 14 2023

AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: 07/28/2023

Meeting Date: 08/14/2023

Approved

Submitted By: Sheriff Adam King

Department/Office: Sheriff's Office

Signature of Director/Official: *Adam King*

Agenda Title:

Consideration to approve Memorandum of Understanding pursuant to Texas Education Code 37.081 (g)

Public Description (Description should be 2-4 sentences explaining to the Court and the public what action is recommended and why it is necessary):

37.081 (g) - A school district police department and the law enforcement agencies with which it has overlapping jurisdiction shall enter into a memorandum of understanding that outlines reasonable communication and coordination efforts between the department and the agencies.

(May attach additional sheets if necessary)

Person to Present: Sheriff King or his designee

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) PUBLIC CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: 2 Min minutes

Session Requested: Action Item (Action Item, Workshop, Consent, Executive)

Check All Departments That Have Been Notified:

County Attorney IT Purchasing Auditor

Personnel Public Works Facilities Management

Other Department/Official (list) _____

Please Inter-Office All Original Documents to County Judge's Office Prior to Deadline & List All External Persons Who Need a Copy of Signed Documents In Your Submission Email

MEMORANDUM of UNDERSTANDING

Between

JOHNSON COUNTY, on behalf of its SHERIFF'S OFFICE

AND

VENUS INDEPENDENT SCHOOL DISTRICT, on behalf of its POLICE DEPARTMENT

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

- Venus ISD Police Department will initiate a crime offense report and investigate all crimes on Venus ISD campuses and facilities.
- The Venus 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.
- Venus ISD Police Department agrees to coordinate warrant service with the appropriate Johnson County Sheriff's Office Patrol Division.
- Venus ISD Police Department will share gang intelligence with the Johnson County Sheriff's Office on a continuous basis.
- Venus 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 Venus 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 Venus 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 Venus 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 Venus Independent School District.

SIGNATORIES

For Johnson County :

Cjh Baker

County Judge
Johnson County

8-14-23

Date

ATTEST:

April Burg

County Clerk
Johnson County



8-14-23

Date

Approved:

Adam King

Adam King
Johnson County Sheriff

8-14-23

Date

For the Venus Independent School District:

[Signature]

Board President
Venus ISD

7.17.2023

Date

ATTEST:

[Signature]

Board Secretary
Venus ISD

7.17.2023

Date