

MEMORANDUM of UNDERSTANDING
Between
CITY OF SAGINAW, on behalf of its POLICE DEPARTMENT
AND

EAGLE MOUNTIAN-SAGINAW INDEPENDENT SCHOOL DISTRICT,
on behalf of its POLICE DEPARTMENT

This Memorandum of Understanding (“MOU”) is being executed by the Eagle Mountain-Saginaw Independent School District (“EMS ISD”), on behalf of its Police Department, in conjunction with the City of Saginaw, on behalf of its Police Department, collectively referred to as the “Departments” or the “Parties.” The Departments 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 mutual understanding of the policies and procedures the Departments will follow in providing police service to EMS ISD schools located in Saginaw, Tarrant County and/or The State of Texas. This MOU is a formal agreement to clarify jurisdiction, define parameters and areas of responsibility, and to establish a spirit of cooperation to enhance the services that both departments provide to the citizens residing within the city limits of Saginaw, Texas, in accordance with the provisions of Texas Education Code, Section 37.081.MISSION

The mission of this MOU is to provide better utilization of resources by the Saginaw Police Department and EMS ISD Police Department. Further, it will substantially increase cooperation between these two Departments by eliminating waste of public resources resulting in better accumulation of crime analysis data and ultimately providing the safest environment possible for the school children of EMS ISD and reducing crime in Saginaw, Texas.

TERMS OF AGREEMENT

This MOU shall be in full force and effect October 1, 2022 until October 31, 2025. This MOU may be renewed every three years upon approval by both Parties. Either Party may terminate this MOU upon giving the other Party written notice thirty (30) days prior to the date of termination.

SERVICES PROVIDED AND RESPONSIBILITIES OF THE SAGINAW POLICE DEPARTMENT

- The Saginaw Police Department will assume primary jurisdiction and serve as the lead agency for any law enforcement action originating or ending in the Saginaw city limits except those where the incident occurs exclusively on and involving property owned, leased, rented or otherwise under the control of the EMS ISD School Board. The Saginaw Police Department will retain primary jurisdiction if any of its officers discharge a firearm, is alleged to have caused serious bodily injury or death or are the victim of an assault resulting in serious bodily injury or death.
- The Saginaw Police Department may consider any request from the EMS ISD Police Department 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 Chief of Police of the Saginaw Police Department.

- The Saginaw Police Department agrees to assist any lead agency in response to an active shooter, barricaded person, hostage incidents, bomb threats, kidnapping, or missing student incidents occurring on EMS ISD campuses.
- The Saginaw Police Department may defer jurisdiction to EMS ISD Police for offenses on EMS ISD property.
- Media requests for press releases involving police incidents where the EMS ISD Police Department has primary jurisdiction will be referred to the EMS ISD. Records that are property of the City of Saginaw may be subject to the Texas Public Information Act and will be released in accordance with city policy, subject to the requirements of Texas Education Code, Sec. 37.084(c) and the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. Sec. 1232g and 34 CFR Part 99.
- The Saginaw Police Department agrees to notify the EMS ISD Police Department of any warrant service initiated by the Saginaw Police Department occurring on an EMS ISD campus except those for Class C misdemeanors or those resulting from a traffic stop initiated on a public roadway.
- The Saginaw Police Department and EMS ISD Police shall comply with Texas Education Code Sec. 37.085 and Chapter 37, Subchapter E-1.
- The Saginaw Police Department agrees to participate in the initial law enforcement response to any major police incident including an active shooter, barricaded person or hostage incident occurring on an EMS ISD property in the City of Saginaw. The Saginaw Police Department may assume initial command of these incidents until a representative from the EMS ISD Police Department is available on scene. In conjunction, the EMS ISD Police Department and Saginaw Police Department will determine the appropriate time to transition command of the incident.
- The Saginaw Police Department will respond to and assume the role of lead agency to any incident occurring on EMS ISD property within the Saginaw city limits occurring while no EMS ISD Police officer is on-duty. EMS ISD Police will be notified of the incident as soon as practicable.
- To the extent permitted by law, the Saginaw Police Department will share intelligence information it develops regarding any EMS ISD campus with the EMS ISD Police Department.
- Whenever practicable, upon request, the Saginaw Police Department will provide to the EMS ISD Police Department emergency assistance at their property within the City of Saginaw. When significant resources are required for a prolonged period of time, or a special event is planned the request should be made to the Saginaw Chief of Police or designee.
- Planned Special Events utilizing on-duty Saginaw Police Officers may require reimbursement for costs incurred to the City of Saginaw. EMS ISD shall remit reimbursement costs to the Saginaw Police Department within 30 days of receipt of an invoice for services provided.
- Neither EMS ISD Police or Saginaw Police Department shall be responsible for routine student discipline, school administrative tasks, or contact with students unrelated to the law enforcement duties of the officers. Texas Education Code, Sec. 37.081(d-2).
- The City of Saginaw shall permit the EMS ISD Police Department to utilize the City of Saginaw Jail for any adult offenders arrested by EMS ISD Police. EMS ISD shall reimburse the City of Saginaw for the costs of jail services for each inmate within 30 days of receipt of an invoice for the jail services provided. Attached here as Exhibit A and incorporated as if fully set forth herein.

SERVICES PROVIDED AND RESPONSIBILITIES OF THE EAGLE MOUNTAIN-SAGINAW INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT:

- The EMS ISD Police Department will have primary law enforcement jurisdiction within the city limits of Saginaw involving property owned, leased, rented, or otherwise under the control

of the EMS ISD School Board ("Board").

- Media requests for press releases involving police incidents where the Saginaw Police Department has primary jurisdiction will be referred to the City of Saginaw. Records that are property of the EMS ISD are subject to the Texas Public Information Act and will be released in accordance with Board policy, subject to the requirements of FERPA and Texas Education Code, Sec. 37.084(c).
- The EMS ISD Police Department may provide traffic control, management, or enforcement that enhances the safety of their campuses on any road owned by the City where it is adjacent to an EMS ISD School campus and other roads while they are being utilized as an EMS ISD School bus stop. The EMS ISD will assume liability for any costs associated with such action. This MOU does not limit the authority of the EMS ISD Police Department's officers granted by state law.
- Any citation issued by the EMS ISD Police Department for a Class C offense occurring in the City of Saginaw will be referred to the Saginaw Municipal Court for prosecution. The EMS ISD Police Department will purchase and maintain electronic ticket writers, software, and required licenses to export citations to the Saginaw Municipal Court. The EMS ISD Police Department will be solely responsible for all costs associated with its use, connection, and exportation of citations to the Saginaw Municipal Court. The EMS ISD Police Department will establish a policy requiring its officers to attend municipal court hearings when citations issued by the EMS ISD Police Department are set for court. The EMS ISD Police Department shall not issue and refer citations to any child who is alleged to have committed a school offense to the Saginaw Municipal Court, as restricted by Section 37.143 of the Texas Education Code.
- The EMS ISD Police Department must implement and make available to the Saginaw Police Department a traffic enforcement and pursuit policy that aligns with those of the Saginaw Police Department.
- The EMS ISD Police Department will provide monthly statistics describing traffic stop locations, violations, and warning for violations within the City limits of Saginaw.
- Whenever practicable, the EMS ISD Police Department will provide the Saginaw Police Department with emergency assistance as requested. When significant resources are needed, request should be made to the EMS ISD Chief of Police or his/her designee.
- The EMS ISD Police Department agrees to notify the Saginaw Police Department of any warrant service initiated by the Department and occurring in the City of Saginaw except those for Class C misdemeanors, those resulting from a traffic stop or those occurring on property owned, leased, rented, or otherwise under the control of the Board.
- To the extent permitted by law, the EMS ISD Police Department will share intelligence information it develops regarding crime related to the City of Saginaw with the Saginaw Police Department.

ASSIGNMENT

Neither Party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this MOU without the prior written permission of the other Party to this MOU.

CITY OF SAGINAW LIABILITY

The City understands and agrees that the City, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents and/or representatives of the EMS ISD. The City shall not be required to indemnify nor defend the EMS ISD for any liability arising out of the wrongful acts of employees or agents of the EMS ISD to the extent allowed by Texas law.

SCHOOL DISTRICT LIABILITY

The EMS ISD understands and agrees that the District, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents and/or representatives of the City. The EMS ISD shall not be required to indemnify nor defend City for any liability arising out of the wrongful acts of employees or agents of City to the extent allowed by Texas law.

SEVERABILITY

Nothing contained in this MOU shall waive the respective immunities of the City of Saginaw or the Eagle Mountain-Saginaw Independent School District.

The validity of this MOU and/or any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas. In the event that any portion of this MOU shall be found to be contrary to law, it is the intent of the Parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

SIGNATORIES

For City of Saginaw:

Chief of Police
Saginaw Police Department

Date

City Manager
City of Saginaw

Date

For the Eagle Mountain-Saginaw Independent School District:

Chief of Police
EMS ISD Police
Department

Date

Superintendent
EMS ISD

Date

Board President
EMS ISD

Date

School Attorney
EMS ISD

Date

Exhibit A

ARTICLE 1: DETENTION SERVICES

The Saginaw Police Department (hereinafter "Department") shall provide the following necessary and appropriate services for the EMS-ISD PD to maximum extent authorized by this agreement without regard to race, religion, color, age, sex and national origin, to wit:

HOUSING AND CARE OF ARRESTEES

The Department agrees to accept and provide secure custody, care and safekeeping of arrestees from the EMS-ISD police department, in accordance with state and local law. The department will provide housing, care and meals for arrestees on the same basis as it provides for its own arrestees confined in its own detention center.

MEDICAL SERVICES

Any arrestee requesting medical services will be provided with a medical evaluation from paramedics with either the Saginaw Fire Department, MedStar, or both. The per-arrestee rate does not cover medical health care services provided outside the Department's facility, by other than facility staff, prescription drugs and treatments or surgical and dental care and does not include the costs associated with the hospitalization of an arrestee.

When it becomes necessary for an arrestee to be hospitalized, the Department shall contact EMS-ISD PD through its chief or designated representative as soon as possible to inform EMS-ISD of the fact that the arrestee has been hospitalized and the nature of the illness or injury that has required the hospitalization.

TRANSPORTATION AND OFF-SITE SECURITY

EMS-ISD PD is solely responsible for the transportation of the arrestee to and from the Department. Should an arrestee require medical services while in custody, the EMS-ISD PD will be responsible for non-ambulance transportation, and will be responsible to provide stationary guard services for an arrestee awaiting medical treatment or evaluation, or admitted to, or committed to an off-site medical facility.

ARTICLE 2: FINANCIAL PROVISIONS

PER DIEM RATE

The per diem rate for detention services under this agreement is four hundred-fifteen dollars (\$415) per arrestee.

BILLING PROCEDURE

The department shall submit an itemized invoice for the services provided each month to the EMS-ISD PD. The EMS-ISD PD shall make payment to the Department within 30 days after receipt of the invoice.

Article 3: ACCEPTANCE OF ARRESTEES

COMPLIANCE WITH LAW

Nothing herein shall create any obligation upon the Department to house the EMS-ISD PD's arrestees where the housing of said arrestees will, in the opinion of the Department, raise the population of the facility above the permissible numbers of arrestees allowed by law or will, in the Department's opinion, create a condition of over crowding or create conditions which endanger the life or welfare of personnel and arrestees at the facility or result in possible violation of the constitutional rights of the arrestees housed at the facility.

Likewise, if any arrestee's behavior, medical or psychological condition or other circumstance of reasonable concern to the Department makes the arrestee unacceptable for detention in the facility, in the opinion of Departments Chief of Police, the arrestee will be denied. Furthermore, if an arrestee becomes unacceptable to continued detention based on behavior, medical or psychological condition or other circumstance of reasonable concern, the EMS-ISD PD will be requested to remove the arrestee from the facility and shall do so within eight hours upon the request.