

**AMENDMENT TO THE
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 procedures the Departments will follow in providing police service to EMS ISD Police Department located in Saginaw, Tarrant County and/or The State of Texas. This MOU is a formal agreement to allow Saginaw Police Department Dispatcher Non-Terminal Agency Agreement with Eagle Mountain-Saginaw (EMS) ISD Police Department. The Saginaw Police will provide, as needed, Texas Law Enforcement Terminal System (TLETS) and National Law Enforcement Terminal System (NLETS) access for the Eagle Mountain-Saginaw ISD Police Officers through our Non-Terminal Dispatch Center, When EMS-ISD dispatcher is not on duty officers will make direct contact with Saginaw Police Dispatcher. This agreement will further 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 January 1, 2023, until December 31, 2023. This MOU may be renewed annually 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 will provide, as needed, Texas Law Enforcement Terminal System (TLETS) and National Law Enforcement Terminal System (NLETS) access for the Eagle Mountain-Saginaw ISD Police Officers through our Non-Terminal Dispatch Center or by direct contact by EMS-ISD officers when EMS-ISD Dispatch center is not available.
- Saginaw Police will enter EMS ISD warrants, missing persons, and stolen property using Saginaw Police ORI number into NCIC/TCIC. EMS-ISD police department will comply with the TLETS and/or NLETS requirements regarding those entries.

- Saginaw Police will use EMS-ISD PD ORI number when making inquiries through TCIC/NCIC systems, and when running criminal histories for criminal investigations and employment purposes for the EMS-ISD police department.
- Saginaw Police will provide a 24-hour access contact number for confirmations on any NCIC/TCIC entry made for Eagle Mountain-Saginaw ISD Police.
- Saginaw Police Dispatch will communicate any information regarding overlapping jurisdictional investigations and/or potential threats that may impact the safety and security of EMS ISD community and properties.
- Saginaw Police Department will provide 24-hour phone number for EMS ISD Police personnel to conduct TLETS and NLETS related inquiries.

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

- Eagle Mountain-Saginaw ISD Police will maintain the responsibility of all mandated TLETS and Criminal Justice Information Systems (CJIS) training of all personnel and will provide an updated roster to the Saginaw Police Terminal Access Coordinator (TAC). All EMS-ISD PD personnel who request information from TCIC/NCIC systems by the Saginaw Police Department shall maintain at least a TCIC/TLETS Mobile Access certification.
- Eagle Mountain-Saginaw ISD Police Dispatch will communicate any information regarding overlapping jurisdictional investigations and/or potential threats that may impact the safety and security of EMS ISD community and properties.
- Eagle Mountain-Saginaw ISD Police will conduct monthly audits for cases entered into TLETS/NLETS.
- Eagle Mountain-Saginaw ISD Police will provide updated roster of police personnel to the Saginaw Police Department.
- EMS-ISD PD will provide Saginaw PD a 24/7 contact number for confirmation of items entered into TCIC/NCIC and shall respond to Saginaw PD within the time frame allotted by TCIC/NCIC regarding confirmation of those items entered.
- EMS-ISD PD personnel will only make inquiries to Saginaw police dispatch requiring the use of the TCIC/NCIC systems in the course of official police department business.

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.

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
