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HUNT COUNTY COMMISSIONERS COURT AGENDA REQUEST

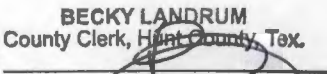
Court Date: Jan 28, 2025

Request To Add Item To: ACTION

Item(s):

FILED FOR RECORD
at 1:30 o'clock P M

JAN 28 2025

BECKY LANDRUM
County Clerk, Hunt County, Tex.
By 

Discuss the entering into of a Memorandum of Understanding (MOU) between the Celeste Independent School District, a Texas public school district, and the Hunt County Sheriff's Office regarding overlapping jurisdiction and cooperation.

Person Who Will Address the Court If Required:

William "Buddy" Oxford, Chief Deputy, Hunt County Sheriff's Office

**MEMORANDUM OF UNDERSTANDING
BETWEEN CELESTE INDEPENDENT SCHOOL DISTRICT AND
HUNT COUNTY SHERIFF'S OFFICE**

STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS
 §
COUNTY OF HUNT §

This Memorandum of Understanding is entered into this 10th day of January 2025, by and between the Celeste Independent School District (“CISD”), a Texas public school district, and the Hunt County Sheriff’s Office (“HCSO”) (collectively “the Parties”).

WITNESSETH

WHEREAS, CISD will employ at least one commissioned peace officer in developing Celeste ISD Police Department (“CISDPD”), whose primary duties are as follows:

- To provide a safe and secure environment for students, staff, and citizens while those individuals are participating in school-sponsored activities, including, but not limited to school-related activities, extra-curricular activities, and transit to and from such activities.
- To protect the property of CISD, including real and personal property located inside and outside the boundaries of CISD, that is owned, leased, rented or otherwise under the control of CISD.
- To protect the personal property of those individuals engaged in school-related activities.

WHEREAS, CISDPD jurisdiction includes: (1) all property owned, leased, or rented by or otherwise under control of CISD, (2) all area within 300 feet of any CISD property, and (3) all territory within the state of Texas while those individuals are under the direct supervision of CISD.

WHEREAS, the CISDPD and the HCSO have overlapping jurisdiction.

WHEREAS, the Parties desire to create a cooperative atmosphere between them and to assist one another in the notification and investigation of certain criminal offenses occurring within the territorial jurisdictions of the two entities.

WHEREAS, HCSO is the law enforcement agency in Hunt County, Texas responsible for maintaining law and order throughout Hunt County, Texas, and controls and maintains 911 and other notification systems for Hunt County, Texas; and

WHEREAS, this cooperative effort will assist in the Parties’ respective responsibilities and mission to serve the citizens of Hunt County, Texas and the CISD.

NOW THEREFORE, for and in consideration of the mutual promises, terms, covenants, and conditions set for herein, the undersigned Parties enter into this memorandum of understanding that outlines reasonable communication and coordination efforts between the agencies, and agree as follows:

I. RESPONSE AND COMMUNICATIONS

- A. CISDPD shall have primary jurisdiction for the provision of police services, except as otherwise specified in this Memorandum of Understanding (“MOU”), on property owned, leased or under the control of CISD.
- B. CISDPD shall be responsible for responding to all requests for police services, which come to their attention, originating from any property owned, leased or under the control of CISD.
- C. CISD shall be responsible for providing HCSO with a current list of all properties owned, leased or under the control of the CISD and within the jurisdiction of HCSO. This list will include the property name and street address.
- D. CISDPD shall immediately notify the HCSO by radio or by calling the Communication Center of incidents on property owned, leased or under the control of the CISD, and within the jurisdiction of HCSO, that pose a threat to the safety of the residents of Hunt County, Texas not occupying the property.
- E. The HCSO shall notify the CISDPD of any incident within its jurisdiction that may pose a threat to the safety of persons occupying property that is owned, leased or under the control of CISD.
- F. The HCSO agrees to provide notification of criminal activities of students enrolled at CISD in accordance with Article 15.27 of the Texas Code of Criminal Procedure as well as notification of a person residing or intending to reside within CISD who is subject to registration under the Sex Offender Registration Program in accordance with Article 62.054 of the Texas Code of Criminal Procedure.
- G. The Parties agree to the use of 1701, 1702 and 1703 as the radio “call signs” for the CISDPD to expedite radio communications between the agencies. CISDPD will monitor the HCSO frequency and respond to radio calls for assistance. HCSO will also monitor the HCSO frequency and respond to radio calls for assistance from the CISDPD.

II. INVESTIGATIONS AND WARRANTS

- A. Should CISDPD request the assistance of the HCSO Criminal Investigations Division for the purpose of collecting and preserving evidence regarding an incident, the CISDPD shall maintain control of the crime scene and the evidence. The CISDPD will be responsible for the investigation and case management of the incident.

- B. Should CISDPD request the assistance of the Emergency Response Team, the HCSO shall be granted access to the scene. The CISDPD will be responsible for the investigation and case management of the incident.
- C. Where the CISDPD requests the assistance of the HCSO in the investigation of an offense occurring on CISD property, the CISDPD will maintain responsibility for the investigation and case management of the incident. The CISDPD may involve and coordinate the investigation with the HCSO.
- D. When it is necessary for HCSO to execute a warrant or conduct an investigation on property owned, leased or under the control of the CISD, the HCSO shall contact the CISDPD and request a CISDPD officer to accompany the HCSO Officer. The HCSO shall refrain from interrupting class to execute an arrest or search warrant. In the event of a “fresh” or “hot” pursuit, the HCSO shall notify the CISDPD as soon as possible.
- E. When it is necessary for CISDPD to execute a warrant or conduct an investigation within Hunt County, Texas, excluding property owned, leased or under the control of the CISD, the CISDPD shall contact the HCSO and may request a HCSO Deputy to accompany the CISDPD Officer. In the event of a “fresh” or “hot” pursuit, the CISDPD shall notify the HCSO as soon as possible
- F. Requests for the assistance of the HCSO, as stated in paragraphs A, B and C above, may be honored provided the offenses occurred on property located within Hunt County, Texas.
- G. Subject to CISD’s obligations under the Family Educational Rights and Privacy Act, 20 U.S.C. 1232(g) and laws concerning the release of student information, CISD agrees to provide the HCSO with information necessary for its investigation of offenses and incidents.

III. TRAINING AND PROCEDURES

- A. The Sheriff for the HCSO or his designee and the managing police officer for the CISDPD may enter into mutually agreed upon intra-agency training opportunities on CISD property or campuses or another agreed upon location, subject to their availability, where such trainings are deemed necessary by the Parties.
- B. Subject to the approval of the Board of Trustees for CISD or its designee, the Sheriff for the HCSO or his designee and the managing police officer for the CISDPD may enter into mutually agreed upon operational procedures and guidelines concerning the terms of this MOU.

IV. INSURANCE

- A. The HCSO shall have no liability whatsoever for or with respect to CISD's use of any CISD property or facility, or the actions of, or failure to act by, any employees, subcontractors, agents, or assigns of CISD.
- B. CISD shall be solely responsible, as between CISD and the HCSO and the agents, officers, and employees of the HCSO, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by CISD or its agents, officers, employees, and subcontractors, while on CISD property or while using any CISD facility or performing any function or providing or delivering any service undertaken by CISD pursuant to this MOU.
- C. For and with respect to CISD property or CISD's use of any CISD facility, CISD hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the term of this MOU, a policy or policies of insurance, or risk pool coverage, in amounts sufficient to insure CISD and its agents, officers, and employees from and against any claim, cause of action, or liability arising out of or from the action, omission, or failure to act by CISD, its agents, officers, employees, and subcontractors in the course of their duties.
- D. CISD shall have no liability whatsoever for the actions of, or failure to act by, any employees, subcontractors, agents, or assigns of the HCSO.
- E. The HCSO shall be solely responsible, as between the CISD and the HCSO and the agents, officers, and employees of HCSO, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by the HCSO or its agents, officers, employees, and subcontractors, while performing any function or providing or delivering any service undertaken by the HCSO pursuant to this MOU.
- F. For and with respect to the services to be provided by the HCSO to CISD pursuant to this MOU, the HCSO hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the term of this MOU, a policy or policies of insurance, or risk pool coverage, in amounts sufficient to insure the HCSO and its agents, officers, and employees from and against any claim, cause of action, or liability arising out of or from the action, omission or failure to act by the HCSO, and its agents, officers, employees, and subcontractors in the course of their duties.
- G. It is specifically agreed that, as between the Parties, each Party to this MOU shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing its liability and potential liability pursuant to this MOU; each Party hereto reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from the services provided and/or any circumstances arising under this MOU. This MOU shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither HCSO nor CISD shall be held legally liable for any claim or cause of action arising pursuant to, or out of the services provided under, this MOU except as specifically provided herein or by law.

H. No Party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this MOU and the performance of the covenants and MOUs contained herein.

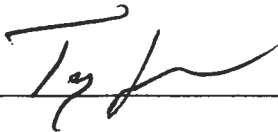
V. MISCELLANEOUS

- A. The Parties agree that this MOU is subject to amendment or modification as needed to provide for the maximum operational efficiency of both Parties. The Parties further agree that any amendment or modification of the terms of this MOU must be mutual, and that no such amendment or modification shall be binding unless it is in writing, dated subsequent to the date of the full execution of this MOU, and duly executed by the Parties to this MOU.
- B. The Parties agree to conduct a biennial review of this MOU to ensure compliance with applicable laws, alignment with operational practices, and to address any necessary updates or amendments. This review shall be conducted by representatives designated by the HCSO and the CISDPD, and shall occur no later than December 1st of every other calendar year. Failure to conduct the biennial review shall not invalidate this MOU; however, both Parties agree to prioritize the completion of the review at the earliest opportunity thereafter.
- C. Nothing in this MOU shall be deemed to create, by implication or otherwise, any duty, responsibility or right as to either Party, except with respect to the subject matter of this MOU as specifically set forth herein. This MOU does not and shall not be interpreted to limit or extend any governmental authority or discretion except as specifically set forth herein.
- D. Nothing in this MOU shall be deemed to extend or increase the jurisdiction or authority of either the CISDPD or HCSO except as necessary to give effect to this MOU. All the governmental functions and services of the CISDPD shall be and remain the sole responsibility of the CISDPD. All governmental services and functions of the HCSO shall be and remain the sole responsibility of the HCSO.
- E. Nothing contained in this MOU shall be deemed or construed by the Parties to it, or by any third party, as creating the relationship of principal and agent, joint venturers, partners or any other similar such relationship.
- F. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either Party nor to create any legal rights or claim on behalf of any third party. The Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this MOU. Neither Party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

L. The Parties agree that any exchange of student information under this MOU shall comply with all applicable federal and state laws. Each Party shall implement and maintain appropriate safeguards, including secure communication channels and restricted access protocols, to prevent unauthorized disclosure of student information. Any shared information shall be used solely for the purposes specified in this MOU and shall not be disclosed to third parties without prior written consent, unless permitted by law.

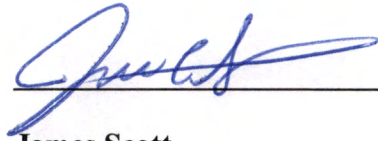
[Signature page follows.]

Signed By:



Terry Jones

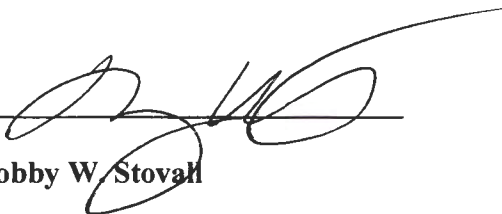
Hunt County Sheriff



James Scott

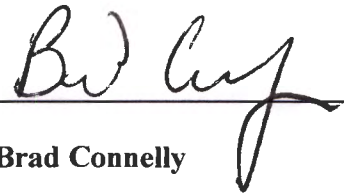
Celeste ISD Director of Security

Approved by:



Bobby W. Stovall

County Judge



Brad Connelly

Celeste ISD Superintendent

Exhibit A: Address of Celeste ISD Property

Celeste High School
609 FM 1562
Celeste, Texas 75423

Celeste Junior High
200 S 5th Street
Celeste, Texas 75423

Celeste Elementary 207 S
5th Street
Celeste, Texas 75423

CISD Administration
207 S 5th Street
Celeste, Texas 75423

CISD Property
2289 CR 1038
Celeste Texas 75423

Football Stadium
East Sweeny Street
Celeste, Texas

Exhibit B: Map of School District

