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FEB 14 2023

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

BECKY LANDRUM
County Clerk, Hunt County, Tex.


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

This Memorandum of Understanding is entered into this 23 day of January 2023, by and between the Lone Oak Independent School District ("LOISD" or the "District"), a Texas public school district, and the Hunt County Sheriff's Office ("HCSO") (collectively "the Parties").

WITNESSETH

WHEREAS, LOISD has commissioned one or more peace officers in developing Lone Oak ISD Police Department ("LOISDPD"), 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 the District, including real and personal property located inside and outside the boundaries of the District, that is owned, leased, rented or otherwise under the control of the District.
- To protect the personal property of those individuals engaged in school-related activities.

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

WHEREAS, the LOISDPD 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 LOISD;

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. LOISDPD 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 the District.
- B. LOISDPD 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 LOISD.
- C. LOISD shall be responsible for providing HCSO with a current list of all properties owned, leased or under the control of the LOISD and within the jurisdiction of HCSO. This list will include the property name and street address.
- D. LOISDPD shall notify the HCSO of incidents on property owned, leased or under the control of the LOISD, 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 LOISDPD 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 LOISD.
- F. The HCSO agrees to provide notification of criminal activities of students enrolled at LOISD 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 the District 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 1301, 1302 and 1303 as the radio "call signs" for the LOISDPD to expedite radio communications between the agencies. LOISDPD 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 LOISDPD.

II. INVESTIGATIONS AND WARRANTS

- A. Should LOISDPD request the assistance of the HCSO Criminal Investigations Division for the purpose of collecting and preserving evidence regarding an incident, the

LOISDPD shall maintain control of the crime scene. The LOISDPD will be responsible for the investigation and case management of the incident. The HCSO shall not be responsible for the storage of evidence.

- B. Should LOISDPD request the assistance of HCSO Emergency Response Tactical Team (ERTAC), the HCSO shall be granted access to the scene. The ERTAC is under the command of the Sheriff or his designee at all times while the incident is active. The Sheriff or his designee will release the scene to LOISDPD. The LOISDPD will be responsible for the investigation and case management of the incident.
- C. Where the LOISDPD requests the assistance of the HCSO in the investigation of an offense occurring on LOISD property, the LOISDPD will maintain responsibility for the investigation and case management of the incident. The LOISDPD 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 LOISD, the HCSO shall contact the LOISDPD and request a LOISDPD 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 LOISDPD as soon as possible.
- E. When it is necessary for LOISDPD to execute a warrant or conduct an investigation within Hunt County, Texas, excluding property owned, leased or under the control of the LOISD, the LOISDPD shall contact the HCSO and may request a HCSO Deputy to accompany the LOISDPD Officer. In the event of a "fresh" or "hot" pursuit, the LOISDPD 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 LOISD's obligations under the Family Educational Rights and Privacy Act, 20 U.S.C. 1232(g) and laws concerning the release of student information, the District 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 LOISDPD may enter into mutually agreed upon intra-agency training opportunities on LOISD 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 LOISD or its designee, the Sheriff for the HCSO or HIS designee and the managing police officer for the LOISDPD 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 LOISD's use of any LOISD property or facility, or the actions of, or failure to act by, any employees, subcontractors, agents, or assigns of LOISD.
- B. LOISD shall be solely responsible, as between LOISD 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 LOISD or its agents, officers, employees, and subcontractors, while on LOISD property or while using any LOISD facility or performing any function or providing or delivering any service undertaken by LOISD pursuant to this MOU.
- C. For and with respect to LOISD property or LOISD's use of any LOISD facility, LOISD 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 LOISD 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 LOISD, its agents, officers, employees, and subcontractors in the course of their duties.
- D. LOISD 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 LOISD 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 LOISD 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 LOISD 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, councilmembers, 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. 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.
- C. Nothing in this MOU shall be deemed to extend or increase the jurisdiction or authority of either the LOISDPD or HCSO except as necessary to give effect to this MOU. All the governmental functions and services of the LOISDPD shall be and remain the sole responsibility of the LOISDPD. All governmental services and functions of the HCSO shall be and remain the sole responsibility of the HCSO.
- D. 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.
- E. 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.
- F. This MOU inures to the benefit of and obligates only the Parties executing it. No term or provision of this MOU shall benefit or obligate any person or entity not a party to it. The Parties to this MOU shall cooperate fully in opposing any attempt by any person or entity

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective for all purposes on the date last written below.

LONE OAK INDEPENDENT SCHOOL DISTRICT

By: *Jane Carter*
Jane Carter, Superintendent

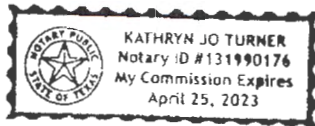
Date: 1/23/23

THE STATE OF TEXAS §
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COUNTY OF HUNT §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 23 day of January, 2023, by Jane Carter, Superintendent of Schools of the Lone Oak Independent School District, for and on behalf of the Lone Oak Independent School District.

Kathryn Turner
Notary Public-State of Texas



HUNT COUNTY

By: *Bobby W. Stovall*
Bobby W. Stovall, County Judge

Date: February 14, 2023

THE STATE OF TEXAS §
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COUNTY OF HUNT §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 14 day of February, 2023, by Bobby W. Stovall, County Judge of Hunt County, for and on behalf of Hunt County.

Jessica Sims
Notary Public-State of Texas