

**MEMORANDUM OF UNDERSTANDING  
BETWEEN ALVORD INDEPENDENT SCHOOL DISTRICT  
AND THE WISE COUNTY SHERIFF'S OFFICE**

This Memorandum of Understanding ("MOU") is hereby amended this 1st day of November 2022, by and between the Alvord Independent School District ("AISD" or the "District"), a Texas public school district, and the Wise County Sheriff's Office, Texas ("WCSO") (collectively "the Parties).

**WITNESSETH**

**WHEREAS**, the Texas Education Code requires an MOU to outline reasonable communication and coordination efforts between ISD Police agencies and other agencies with which the share overlapping jurisdiction; and

**WHEREAS**, the two entities desire to create a cooperative atmosphere between the two agencies that will assist in the service of the citizens of Wise County, Texas, and the students and employees of the Alvord ISD; and

**WHEREAS**, AISD one or more commissioned peace officers in the Alvord ISD Police Department (AISDPD), 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, and during transit to and from such activities; and
- To protect the property of the District, including real and personal property, located inside and outside the boundaries of those area that are owned, leased, or rented, or otherwise under the control of the District; and
- To protect the personal property of those individuals engaged in school-related activities.

**WHEREAS**, AISDPD jurisdiction includes: All territory within District boundaries, as well as all real and personal property outside the boundaries of the District that is owned, leased, or rented by the District, or is otherwise under the District's control; and

**WHEREAS**, the AISDPD and the Wise County Sheriff's Office (WCSO) have overlapping jurisdiction; and

**WHEREAS**, the Parties desire to create a cooperative atmosphere and to assist one another in the notification and investigation of certain criminal offenses within the territorial jurisdiction of the two entities; and

**WHEREAS**, WCSO is the law enforcement agency in Wise County, Texas, responsible for maintaining law and order throughout Wise County; and

**WHEREAS**, this cooperative effort will assist in the Parties' respective responsibilities and mission to serve the citizens of Wise County, Texas and the AISD; and

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

**I. RESPONSE AND COMMUNICATIONS**

- A. AISD shall be responsible for providing WCSO with a current list of all properties owned, leased or under the control of the AISD within the jurisdiction of WCSO. This list will include property names and street addresses.
- B. AISDPD shall have primary jurisdiction for the provision of police services, except as otherwise specified in this MOU, on property owned, leased or under the control of the District.
- C. AISDPD shall be responsible for responding to all requests for police services which come to their attention regarding any property owned, leased or under the control of AISD during hours in which an AISDPD officer is available. If no AISDPD officer is on duty, such as after school hours, WCSO may be called to assist and if services are available will respond to calls for service on AISD property. If WCSO responds to any after-hour call requiring a written report or further investigation, WCSO will contact the designated AISDPD point of contact to respond to the scene. In the rare circumstances should an AISDPD representative be unavailable, a report from WCSO will be forwarded to AISDPD for disposition/investigation follow-up.
- D. Both parties agree that the "Law Enforcement" agency providing the most significant resources in a major event shall be in "Command" of the event. Both parties agree that both agencies will have representation in the event command center.
- E. AISDPD shall notify the WCSO of incidents on property owned, leased or under the control of AISD, and within the jurisdiction of WCSO, that pose a threat to the safety of the residents of Wise County not occupying the property.
- E. WCSO shall notify the AISDPD 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 AISD.
- F. WCSO will notify AISD of criminal activities of students enrolled at AISD 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 Code of Criminal Procedure.

- G. WCSO agree to provide radio communication services to the AISDPD. AISD agrees to reimburse actual cost to the WCSO.
- H. In a significant event, both agencies agree to coordinate the release of information to the media, parents, and the communities involved.

## II. INVESTIGATIONS, WARRANTS, AND RESOURCES

- A. Should the AISDPD request the assistance of the WCSO in the investigation of an offense occurring on AISD property, all associated reports will be shared by both agencies and not disclosed to any third party except when required by law, or in order to further the investigation.
- B. When the AISDPD requests the assistance of the WCSO in the investigation of an offense occurring on AISD property, all documentation of activities of the officers involved will be made in police reports. Those police reports will be shared by both agencies and not disclosed to any third party except when required by law, or as deemed necessary to be shared with other involved law enforcement agencies.
- C. When it is necessary for WCSO to execute a warrant or conduct an investigation on property owned, leased or under the control of the AISD, the WCSO shall contact the AISDPD and request an AISDPD officer to accompany the WCSO officer, if practicable. The WCSO shall try not to interrupt class to execute an arrest or search warrant. In the event of a "fresh" or "hot" pursuit, the WCSO shall notify the AISDPD as soon as possible.
- D. When it is necessary for AISDPD to execute a warrant or conduct an investigation within Wise County, excluding property owned, leased or under the control of AISD, the AISDPD shall contact the WCSO and request an WCSO officer to accompany the AISDPD Officer, if practicable. In the event of a "fresh" or "hot" pursuit, the AISDPD shall notify the WCSO as soon as possible.
- E. Request for the assistance of the WCSO, as stated in paragraphs A, B, and C above, will honored provided the offenses occurred on property located within Wise County.
- F. Subject to AISD'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 WCSO with information necessary for its investigation of offenses and incidents addressed in Paragraphs A, B, and C.
- G. WCSO agrees to provide access to the Wise County Detention Facility for housing adult prisoners taken into custody by the AISDPD. Both parties will mutually agree on a standard practice and procedure.

- H. AISD will be responsible for establishing a juvenile processing office, according to Family Code, Section 52.025. Further, AISD will be responsible for maintaining custody, processing, transporting and holding juveniles as is deemed necessary.
- I. Both agencies agree to provide available resources to the other, as requested, and deemed necessary.

### **III. TRAINING AND PROCEDURES**

- A. The Wise County Sheriff, or his designee, and the AISDPD Chief of Police may enter mutually agreed upon intra-agency training opportunities on AISD property or campuses or another agreed upon location, subject to their availability, provided such training is deemed beneficial by the Parties.
- B. Subject to the approval of the Board of Trustees for AISD or its designee, the Wise County Sheriff, or his designee, and the AISDPD Chief of Police may enter mutually agreed upon standard operational procedures and guidelines concerning the terms of this MOU.

### **IV. INSURANCE**

- A. The WCSO shall have no liability whatsoever for or with respect to AISD's use of any AISD property of facility, or the actions of, or failure to act by, any employees, subcontractors, agents, or assigns of AISD.
- B. AISD shall be solely responsible, as between AISD and the WCSO and the agents, officers, and employees of the WCSO, 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 AISD or its agents, officers, employees, and subcontractors, while on AISD property or while using any AISD facility or performing any function or providing or delivering any service undertaken by AISD pursuant to this MOU.
- C. For and with respect to AISD property or AISD's use of any AISD facility, AISD hereby contracts, covenants, and agrees to obtain and maintain 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 AISD 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 AISD, its agents, officers, employees; and subcontractors in the course of their duties.
- D. AISD shall have no liability whatsoever for the actions of, or failure to act by, any employees, subcontractors, agents, or assigns of the WCSO.
- E. The WCSO shall be solely responsible, as between the AISD and the WCSO and the agents, officers, and employees of WCSO, 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 WCSO or

its agents, officers, employees, and subcontractors, while performing any function or providing or delivering any service undertaken by the WCSO pursuant to this MOU.

- F. For and with respect to the services to be provided by the WCSO to AISD pursuant to this MOU, the WCSO hereby contract, covenants, and agrees to obtain and maintain in full force and effect, during the term of this MOU, a policy of policies of insurance, or risk pool coverage, in amounts sufficient to insure the WCSO 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 WCSO, 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 any third party the right to any claim or cause of action, and neither the WCSO nor AISD 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 both Parties.
- 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 set forth herein.
- C. Nothing in the MOU shall be deemed to extend or increase the jurisdiction or authority of either the AISDPD or WCSO except as necessary to give effect to this MOU. All the governmental functions and services of the AISDPD shall and remain the sole responsibility of the AISDPD. All governmental services and functions of the WCSO shall be and remain the sole responsibility of the WCSO.

- 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 ventures, 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 law of the State of Texas and individual person's immunity under state or federal law.
- 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 not a party to this MOU to claim any benefit, protection, release, or other consideration under this MOU.
- G. Any notice, request, demand, report, certificate, or other instrument which may be required or permitted to be furnished to or served upon the parties shall be deemed sufficiently given or finished or served if in writing and deposited in the United States mail, registered, or certified, return receipt requested, addressed to such party at the address set forth below:

IF TO WCSO:                    Wise County Sheriff's Office  
   Attn: Sheriff  
   200 Rook Ramsey  
   Decatur, Texas 76234

IF TO AISDPD                Alvord Independent School District Police Department  
   Attn: Superintendent  
   185 Mosley Lane  
   Alvord, Texas 76225

- H. This MOU may be terminated at any time with or without cause, subject to Texas Education Code 37.081(g), which requires a school district police department and the law enforcement agencies with which it has overlapping jurisdiction to enter into a MOU outlining reasonable communication and coordination efforts between the district and law enforcement. The Parties agree that notice of termination shall be made in writing and must be given at least sixty (60) days in advance of the proposed termination date.
- I. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competing jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties hereto shall be construed and enforced in accordance therewith. The parties hereto acknowledge that if any provision of this Agreement is

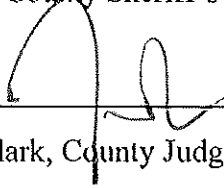
determined to be invalid or unenforceable, and it is their desire and intention that such provision be reformed, that it will be validated and enforceable.

- J. This MOU may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.



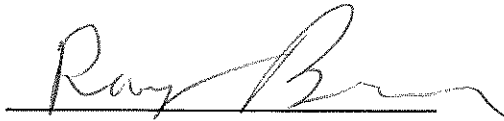
Lane Akin, Sheriff

Wise County Sheriff's Office



JD Clark, County Judge

Wise County



Randy Brown, Superintendent

Alvord Independent School District