

**MEMORANDUM OF UNDERSTANDING BETWEEN
WEBB COUNTY JUVENILE BOARD AND
WEBB COUNTY CONSTABLE PRECINCT 1**

This Memorandum of Understanding made and entered into by and between Webb County Juvenile Board, acting herein through its board chair, Hon. Hugo D. Martinez hereinafter referred to as "Juvenile Board", and Webb County Constable Precinct 1, acting by and through its Constable, Rodolfo "Rudy" Rodriguez Jr.

WITNESSTH:

WHEREAS, the Juvenile Board and Webb County Constable Precinct 1 desire to enter into a Memorandum of Understanding ("MOU") concerning the establishment of policies and procedures for security at the Webb County Juvenile Justice Alternative Education Program ("JJAEP") and the Webb County Youth Village, and

WHEREAS; the Webb County Precinct 1 Constable will perform governmental functions regarding the safety of children enrolled in the Webb County Juvenile Justice Alternative Education Program and the Webb County Youth Village, and

WHEREAS, the Webb County Precinct 1 Constable has elected to jointly provide for the presence of certified peace officers in and about the Juvenile Justice Alternative Education Program and the Webb County Youth Village to assist with safety, law enforcement, and other issues relating to the wellbeing of the children occupants, residents and visitors; and

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1.0 **Goals and Objectives**—It is understood and agreed that the Juvenile Board and the Webb County Precinct 1 Constable will follow goals and objectives with regard to the security of students enrolled in the Juvenile Justice Alternative Education Program and the Webb County Youth Village;
- 1.2 To protect the health, safety and welfare of all students and employees of the J.J.A.E.P, by acting swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses on-site, such as: disorderly conduct by trespassers, the possession and use of weapons on campus, the illegal sale and for distribution of controlled substances, and riots;
- 1.3 To provide traffic control when deemed necessary for the safety and protection of students and the general public;
- 1.4 To report serious crimes that occur on-site and to cooperate with law enforcement officials in their investigation of crimes that occur at schools; and
- 1.5 To cooperate with law enforcement officials in their investigations of criminal offenses which occur off campus.

2.0 **Employment and Assignment of Deputy Constables**

- 2.1 Webb County Precinct 1 Constable agrees to place (2) certified peace officers (deputy constables) to serve the Juvenile Justice Alternative Education Program ("JJAEP). Further, one (1) certified peace officer (deputy constable) will serve as security for the Youth Village from October 1, 2014 through September 30, 2015. The deputy constables shall be subject to the administration, supervision, and control of the Webb County Precinct 1 Constable.
- 2.2 The Webb County Precinct 1 Constable agrees to provide and to pay the deputy constable's salary and employment benefits in accordance with applicable salary schedules and employment practices of the Webb County Precinct 1 Constable. The deputy constables shall be subject to all other personnel policies and practices of the Webb County Precinct 1 Constable.
- 2.3 The Webb County Precinct 1 Constable, In its sole discretion, shall have the power and authority to hire, discharge and discipline the deputy constables assigned to the J.J.A.E.P.
- 2.4 The deputy constables shall be assigned by the Webb County Precinct 1 Constable to the Juvenile Justice Alternative Education Program and the Webb County Youth Village.
- 2.5 In the event a deputy constable is absent from work, the deputy constable shall notify his supervisor in the Webb County Precinct 1 Constable department. The Webb County Precinct 1 Constable shall make every effort to find a deputy constable to replace the absent deputy constable.

3.0 **Duties and Duty Hours**

- 3.1 The deputy constables shall perform duties on service dates during the J.J.A.E.P. school year to be coordinated by the J.J.A.E.P. and the Webb County Precinct 1 Constable. Said duties shall include, but not be limited to:
 - 1) To address crime and disorder problems, gangs, and drug activities affecting or occurring in or around an elementary or secondary school;
 - 2) To develop or expand crime prevention efforts for J.J.A.E.P. students;
 - 3) To train J.J.A. E. P. students in conflict resolution, restorative justice, and crime awareness;
 - 4) To assist in the identification of physical changes in the environment that may reduce crime in or around the J.J.A.E.P.;
 - 5) To assist in developing school policy that addresses crime and recommend procedural changes;

- 6) To protect lives and property of the J.J.A.E.P, its employees, student and citizens of Laredo;
- 7) To investigate criminal activity committed on J.J.A.E.P. property;
- 8) To answer questions that students may have about Texas criminal or juvenile laws; and
- 9) To assist other law enforcement officers with outside investigations concerning students attending the J.J.A.E.P.
- 10) Duties for the deputy constable assigned to the Youth Village shall include, but not limited to:
 - 3.10 - To serve as security for the entire building
 - 3.11 - To conduct searches of visitor entering the building
 - 3.12 - To maintain a registry of visitors after verifying identification by viewing ID'S or Driver's License
 - 3.13 - To complete reports on criminal complaints filed by staff
 - 3.14 - To investigate reports on criminal complaints filed by staff or juvenile residents

All duties scheduled by the J.J.A.E.P. must be performed during the officers' 40-hour work week, as established by Webb County, for payroll purposes.

- 3.2 Officers assigned to the J.J.A.E.P. will work Monday through Friday, only on days when students attend class in accordance to the J.J.A.E.P. school calendar, or when deemed necessary by the Webb County Constable Precinct 1 and J.J.A.E.P. at an hourly schedule to be set by the J.J.A.E.P. The maximum number of hours that a deputy constable shall be on duty in a regular workweek shall be 40 hours.

The officer assigned to the Youth Village shall work Monday through Friday, except on County designated holidays. The maximum number of hours that a deputy constable shall be on duty in a regular worksheet shall be 40 hours.

- 3.3. It is understood and agreed that time spent by the deputy constable attending court Juvenile and/or criminal cases arising from and/or out of their employment at the J.J.A.E.P. shall be considered as hours worked under this Memorandum of Understanding.

- 4.0 **Basic Qualifications of Deputy Constables assigned to the J.J.A.E.P.**- An officer assigned to the J.J.A.E.P, must first meet all of the following basic qualifications:

- 4.1 Shall be a commissioned peace officer,
- 4.2 Shall possess sufficient knowledge of the applicable federal and state laws, city and county ordinances;
- 4.3 Shall be capable of conducting in depth criminal investigations;
- 4.4 Shall possess even temperament and set a good example for students; and
- 4.5 Shall possess communication skills which would enable the officer to function effectively within the J.J.A.E.P. school environment and administrative building.

5.0 **Chain of Command**

- 5.1 As employees of the Webb County Precinct 1 Constable, Deputy Constables shall follow the chain of command as set forth by the Webb County Constable.
- 5.2 In the performance of their duties, deputy constables shall coordinate and communicate any permissible information set forth by the Webb County Constable with the J.J.A.E.P. principal and administrative building.

6.0 **Training/Briefing**

- 6.1 Deputy Constables assigned to the J.J.A.E.P, and the Webb County Youth Village may be required by the Webb County Precinct 1 Constable to attend monthly trainings and briefing sessions. These sessions will be held at the discretion of the Webb County Constable.
- 6.2 Training Sessions may also be conducted to provide deputy constables assigned to the J.J.A.E.P. with appropriate in-service training such as updates in the law, in-service firearm training, and in-service stun-gun training.

- 7.0 **Dress Code** —Deputy Constables assigned to the J.J.A.E.P. shall be provided by the Webb County Precinct 1 Constable and be required to wear a departmental issued uniform.

- 8.0 **Supplies and Equipment** -The Webb County Precinct 1 Constable agrees to provide each deputy constable with the following equipment:

- 8.1 Motor vehicles. Subject to availability, the Webb County Constable may provide a standard patrol vehicle for the deputy constables assigned to the J.J.A.E.P. In addition, the Webb County Constable agrees to;
- 8.2 Maintain the vehicle assigned to deputy constables assigned to the J.J.A.E.P.;
- 8.3 Pay for gasoline, oil, replacement tires and other expenses associated with the operation

of the said vehicles;

- 8.4 Purchase and maintain comprehensive general auto liability insurance on the said vehicles in an amount minimally required under State law.
- 8.5 Weapons and ammunition. The Webb County Precinct 1 Constable agrees to provide the standard issue pistol and rounds of ammunition for each deputy constable assigned.
- 8.6 Office Supplies. The Webb County Precinct 1 Constable agrees to provide each deputy constable assigned to the J.J.A.E.P. with the usual and customary office supplies and forms required in the performance of their duties.

9.0 **Term of Agreement**

This agreement will become effective October 1, 2014 and end on September 30, 2015 for both the JJAEP and the Youth Village.

10.0 **Consideration**

- 10.1 For and in consideration of as described herein, the Webb County Precinct 1 Constable agrees to provide and to pay the salaries and fringe benefits for a total of two (2) deputies for JJAEP.
- 10.2 The Constable Precinct 1 will also provide one (1) deputy constable for security purposes at the Youth Village. The Juvenile Department in exchange for these services will transfer \$56,500 for materials and supplies to said office.

11.0 **Employment Status**

It is understood and agreed to by the parties hereunder that the deputy constables shall at all times be employees of Webb County, and shall observe the 40 hour work week established for Webb County employees. At no time will these deputy constables be considered employees or agents of the J.J.A.E.P. and the Webb County Youth Village. The deputy constables shall be subject to the administration, supervision, and control of the Webb County Precinct 1 Constable.

12.0 **Applicable Standards**

In performing the services under this agreement, J.J.A.E.P. and the Webb County Youth Village shall observe and comply with all standards applicable to certified peace officers in the service of the Webb County Constable.

13.0 **Agreement**

This Memorandum of Understanding constitutes the entire agreement between the parties for the services to be provided hereunder, and all other prior negotiations,

representations, agreements and understandings are superseded hereby. No agreement altering or supplementing the terms hereof may be made except by means of written document(s) signed by the duly authorized representatives of the parties hereto.

14.0 **Governing Law**

The validity of this agreement and any of its terms or provisions, as well as the rights of the parties hereunder shall be governed by the laws of the State of Texas.

15.0 **Notices**

Any notice required hereunder shall be in writing and hand delivered or mailed to respective parties as follows:

TO WEBB COUNTY:

Hon. Rodolfo "Rudy" Rodriguez Jr.
Webb County Constable Precinct 1
1110 Victoria Street, Suite 102
Laredo, Texas 78040

TO J.J.A.E.P.:

Ms. Melissa Mojica
J.J.A.E.P. Director
111 Camino Nuevo Road
Laredo, Texas 78040

16.0 **Amendment** No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dates subsequent to the date of this agreement, and duly executed by the parties to this agreement.

17.0 **Prohibition Against Assignment** There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto.

18.0 **Headings** The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.

19.0 **Waiver** The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; no shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.


20.0 **Counterparts** This Agreement may be executed in any number by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.

21.0 **Terminology and Definition** All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include singular.

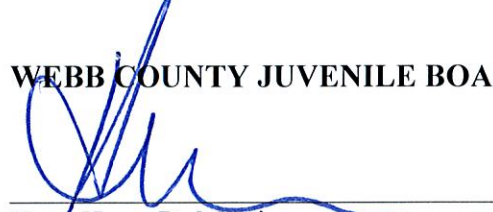
22.0 **Rule of Construction** The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this agreement or any amendment or exhibits hereto.

EXECUTED this the 21st day of April, 2015.

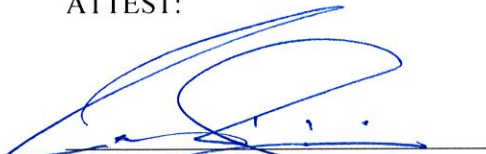
WEBB COUNTY CONSTABLE, PCT. 1


Hon. Rodolfo "Rudy" Rodriguez Jr.
Webb County Constable Precinct 1

WEBB COUNTY JUVENILE BOARD



Hon. Hugo D. Martinez
Webb County Juvenile Board Chair

ATTEST:


TANO E. TIJERINA
Webb County Judge


Margie Ramirez Ibarra
Webb County Clerk

APPROVED AS TO FORM:


Marco A. Montemayor
Webb County Attorney



*By law, the county attorney's office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).