

# **MEMORANDUM OF UNDERSTANDING**

Between

**Texas State University on behalf of Texas State University Police Department (TXST UPD)**  
and

**The City of San Marcos on behalf of San Marcos Police Department (SMPD)**

## **I. Purpose**

This Memorandum of Understanding (the “MOU”) establishes an agreement between the Texas State University on behalf of Texas State University Police Department (TXST UPD) and the City of San Marcos on behalf of the San Marcos Police Department (SMPD) to enhance public safety in the Downtown Square area of San Marcos, Texas, through increased police presence during high-activity periods. TXST UPD will provide financial support to SMPD for supplemental staffing on Thursday, Friday, and Saturday nights to ensure additional patrol coverage in the Downtown Square area, which Texas State University students heavily frequent.

Additionally, TXST UPD funds under this MOU may also be used by SMPD to support the full-time staffing of the Downtown Square with a dedicated team of SMPD officers, provided such staffing efforts are clearly documented as being directly or indirectly in support of law enforcement and public safety operations within the Square. This includes the ability for SMPD to assign a regular team of officers whose ongoing presence contributes to the safety and security of the Square area.

## **II. Authority**

This MOU is entered pursuant to the Texas Government Code and Texas Education Code §51.203, authorizing campus police officers and local law enforcement agencies to enter into memorandums of understanding for the promotion of public safety.

## **III. Term**

This MOU becomes effective upon the date of the last signature and shall remain in effect through June 30, 2026 (the “Term”), unless terminated earlier in accordance with Section IX of this MOU. Funding under this MOU shall provide staffing through June 30, 2026. The parties intend that, beginning with the Fall 2026 semester, TXST PD will provide personnel support in lieu of direct funding.

## **IV. Funding and Financial Terms**

**Funding Amount:** TXST PD agrees to provide SMPD with an amount not to exceed \$150,000.00 to fund additional SMPD officer staffing in the Downtown Square area on Thursday, Friday, and Saturday evenings.

**Purpose of Funds:** These funds shall be used to support SMPD’s current baseline deployment of four (4) officers assigned to the Square. Funds may also be used to support a dedicated full-time team of SMPD officers assigned to the Downtown Square, provided such use is documented to show that the funds

directly or indirectly support a policing effort in accordance with this MOU. This may include salary reimbursement, overtime, or other personnel-related costs attributable to officers serving in that capacity.

**Non-Supplanting Clause:** SMPD agrees that these funds shall not be used to replace, offset, or supplant existing budgeted resources for the Downtown Square operations. All expenditures under this MOU must represent additional personnel hours or resources specifically attributable to this MOU.

**Expenditure Oversight and Accounting:** SMPD shall maintain separate accounting of all funds received and expended under this MOU. A quarterly financial report shall be submitted to TXST UPD detailing expenditures, hours worked, overtime paid, personnel assigned, and, if applicable, any full-time assignment costs supported by this MOU. Any unexpended balance at the conclusion of the term shall be returned to TXST UPD within sixty (60) days. TXST UPD reserves the right to request supporting documentation and conduct an audit or review of expenditures to ensure compliance with this MOU.

## **V. Staffing and Operational Expectations**

SMPD shall assign sworn officers to the Downtown Square on Thursday, Friday, and Saturday nights during the term of this MOU.

Additionally, SMPD may, at its discretion and with prior coordination with TXST UPD, assign a dedicated full-time team to the Downtown Square whose activities will be documented and reported as part of this MOU to demonstrate continued public safety support.

Officers funded through this MOU shall focus on maintaining a visible presence, reducing violent and disorderly conduct, and supporting safe conditions for Texas State University students and the broader community.

Staffing levels and schedules may be adjusted by mutual agreement between the SMPD Chief and TXST UPD Chief based on data-driven analysis, crime trends, and operational needs.

## **VI. Coordination and Communication**

SMPD and TXST UPD shall maintain regular communication between watch commanders, operations supervisors, and command staff to ensure situational awareness and operational alignment.

Both departments shall share relevant crime data and intelligence to support joint deployment decisions and resource allocation.

Chiefs of both agencies, or their designees, will meet quarterly to evaluate the effectiveness of this partnership and adjust strategies as necessary.

## **VII. Reporting and Performance Review**

SMPD shall provide TXST UPD with monthly activity summaries including total hours worked, number of calls for service, arrests, or major incidents in the Square, and observed trends or recommendations.

Reports should include clear documentation when funds are used to support a dedicated full-time staffing model.

A joint evaluation meeting between both agencies will occur at least monthly to assess outcomes, including the potential transition to UPD staffing for Fall 2026.

## **VIII. Transition Plan**

The parties agree that this financial arrangement is an interim measure. Beginning Fall 2026, TXST UPD will work toward providing University personnel to supplement Square patrols, with an intent to phase out direct financial support.

## **IX. Termination**

Either party may terminate this MOU by providing thirty (30) days' written notice to the other party. Upon termination, SMPD shall provide a final accounting of funds and return any unexpended balance to TXST UPD within 30 days of expiration of the term.

## **X. Liability**

Each party shall be responsible for its own officers, employees, and agents, and shall not be responsible for the acts, omissions, or liabilities of the other.

## **XI. Entire Agreement**

This document constitutes the entire agreement between the parties and supersedes all prior discussions or understandings relating to the subject matter herein. Any modifications shall be made in writing and signed by both Chiefs of Police.

### **RECEIVING PARTY**

#### **City of San Marcos**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

### **PERFORMING PARTY**

#### **Texas State University**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_