



COUNTY ATTORNEY

Fort Bend County, Texas

BRIDGETTE SMITH-LAWSON
County Attorney

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ATTORNEY-CLIENT PRIVILEGED COMMUNICATION **COUNTY ATTORNEY REVIEW FORM**

On October 22, 2025, the County Attorney's Office reviewed the following submitted as OnBase Contract Request No. 26-SO-100073:

The Memorandum is between Katy Independent School District Police Department ("LCISD"), and Fort Bend County, on behalf of the Fort Bend County Sheriff's Office. The parties are both law enforcement agencies with overlapping jurisdiction and seek to coordinate their law enforcement activities and set out a common understanding of the practices and procedures of Katy ISD Police Department .

COMMENTS:

Please be advised that the attached MOU was reviewed for legal form only.

Please keep in mind that the special conditions included in this Agreement may create specific obligations for the elected office or department in administering or participating in this program. Therefore, it is incumbent upon the elected office or department to read through all terms and conditions associated with the agreement to ensure full compliance with all federal, state and local requirements.

The aforementioned document has been acknowledged, reviewed and approved as to legal form only.

BRIDGETTE SMITH-LAWSON
FORT BEND COUNTY ATTORNEY

Kendralyn C. Jasper
Kendralyn C. Jasper,
Assistant County Attorney

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into between the Katy Independent School District ("Katy ISD") and Fort Bend County ("County"), on behalf of the Fort Bend County Sheriff's Department, pursuant to the Texas Education Code, 37.081(g).

RECITALS:

WHEREAS, Katy ISD has established a school district police department;

WHEREAS, the Texas Education Code, 37.081, requires a school district police department to enter into a memorandum of understanding with the law enforcement agencies with which it has overlapping jurisdiction;

WHEREAS, the Katy ISD Police Department has overlapping jurisdiction with the Fort Bend County Sheriff's Department; and

WHEREAS, the parties hereto seek to coordinate their law enforcement activities and set out a common understanding of the practices and procedures of Katy ISD Police Department;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, both parties desire to enter this MOU as follows:

1. This MOU is entered into by and between the parties for the period of three (3) years to encompass dates from July 2025 through December 2028.
2. The Chief of Police, or head of each Law Enforcement Agency named herein, shall act as the contact person(s) for purposes of implementing the terms of this MOU.
3. With respect to communication, the parties agree as follows:
 - a. The Fort Bend County Sheriff's Department will communicate with Katy ISD pursuant to Art. 15.27, and Art. 62.054 of the Texas Code of Criminal Procedure involving students arrested for certain offenses as well as communicating all other matters that may be required pursuant to applicable law.
 - b. The Katy ISD Police Department will comply with statutory requirements pursuant to the applicable Education Code regarding notifications to local police departments in overlapping jurisdictions, in this case the Fort Bend County Sheriff's Department. Notifications should include but are not limited to those acts classified as violations of the Texas Penal Code. Notifications shall be made orally and in writing.
 - c. To the extent permitted by law, each party agrees to share reliable criminal intelligence when received, and when it is determined that it will affect the overlapping jurisdiction. i.e. gangs, weapons, narcotics, etc.

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- d. To the extent permitted by law, The Katy ISD Police Department will provide the Fort Bend County Sheriff's Department with yearly crime data including but not limited to any submission of an FBI Uniform Crime Report (UCR) or The National Incident Based Reporting System (NIBRS).
4. The parties also agree to coordinate efforts as follows:
- a. The jurisdiction of the Katy ISD Police Department shall include all territory within the boundaries of the political subdivision determined by the State of Texas as the Katy Independent School District. The jurisdiction includes all campuses and all property real and personal, outside the boundaries of the district that is owned, leased, rented by, or otherwise under the control of Katy ISD. Katy ISD police officers will have the primary responsibility for law enforcement on all property owned, leased, or rented, by Katy ISD.
 - b. The Fort Bend County Sheriff's Department will assist in those cases when the offense exceeds the limited resource capacity of the Katy ISD Police Department.
 - c. The Katy ISD Police Department will enforce all criminal laws, including municipal ordinances, county ordinances, and state laws within the Katy ISD territorial boundaries when it affects the safety and welfare of its students, employees, visitors, and/or Katy ISD property.
 - d. The Katy ISD Police Department may join with the Fort Bend County Sheriff's Department in fighting off-campus crimes that involve the safety and welfare of its students, employees, and/or school district properties, and/or instances of mutual aid benefiting either or both the Katy ISD and the County of Fort Bend. When Katy ISD police officers are working with deputies of the Fort Bend County Sheriff's Department, the jurisdiction of the Katy ISD police officers extends to include all territories within the jurisdiction of the Fort Bend County Sheriff's Deputies, as that territory is a subset of Katy ISD.
 - e. The Katy ISD Police Department agrees to participate in joint training exercises with the Fort Bend County Sheriff's Department, as appropriate.
 - f. It is agreed that each party of this MOU has specialized training to handle tactical situations. The Katy ISD Police Department will be first responders on Katy ISD property under the direction of its Chief of Police or his designee. Once the resources of that unit are exhausted, the Fort Bend County Sheriff's Department SWAT Team will then become the primary tactical unit under the direction of the Fort Bend County Sheriff, or his designee.
 - g. The Katy ISD Police Department and the Fort Bend County Sheriff's Department will assist each other in ensuring a safe educational environment for all Katy ISD students. Nothing in this MOU reduces or diminishes the current high level of cooperation that exists between the Katy ISD Police Department and the Fort Bend County Sheriff's Department. Rather, the MOU represents joint/ongoing commitment to enhance that level of cooperation, and to enhance service to

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those citizens we jointly represent.

TERMINATION

Any party to the agreement may terminate this MOU, with or without cause, by simply notifying the other party in writing of its intention to terminate the agreement. The inability of any party to perform any duty under this MOU because of insufficient personnel, equipment or supplies available during an emergency or significant event shall not constitute cancellation or termination of the MOU. Any termination shall be effective upon receipt of terminate.

DISAGREEMENTS

Disagreements between the parties will be brought to the attention of the head of each party or his/her designee for resolution. Nothing in this agreement is meant to reduce the current level of cooperation that exists between the parties.

LIABILITY

It is understood and agreed between the parties that each party will be responsible for its own acts or omissions, including the acts and omissions of its police officers, employees, officers, trustees, and agents and will remain responsible for each of their employees' supervision, direction, control, and payment of wages. Where injury or property damage result from the joint or concurring negligence of both parties, liability, if any, will be shared by each party based on comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses, including immunity. The parties specifically agree that each party will be individually and respectively responsible for responding to, dealing with, insuring against, defending and otherwise handling and managing any complaint, claim, or cause of action brought against it, its respective employees, officers, trustees, and/or agents, resulting from the provision of services pursuant to the MOU.

RELATIONSHIP OF THE PARTIES

This MOU is a contract for the performance of governmental functions by governmental entities, and Katy ISD (School District) and Fort Bend County (County) will be engaged in the conduct of a governmental function while providing and/or performing any service under the MOU. School District and County are independent contractors and have no power or authority to assume or create any obligation or responsibility on behalf of the other party. It is the intention of the parties that County is independent of School District and neither it nor its employees is an employee, agent, joint venture, or partner of School District. Nothing in this MOU shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venture or partner, between School District and County or School District and County's agents. County agrees that School District has no responsibility for any conduct of any of County's employees, officers, agents, or representatives.

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SIGNATORIES

IN WITNESS WHEREOF, the parties have executed this MOU effective upon the Effect Date set forth above.

APPROVED:

KATY INDEPENDENT SCHOOL DISTRICT

By:

Ken Gregorski, Ed.D.
SUPERINTENDENT OF SCHOOLS
DATE: _____.

By:

David Rider
CHIEF OF POLICE
DATE: _____.

FORT BEND COUNTY

BY:

KP George, County Judge
DATE: _____.

ATTEST:

Laura Richard, County Clerk

APPROVED:

FORT BEND COUNTY SHERIFF DEPARTMENT

BY:

Eric Fagan, Sheriff
DATE: _____.