

MEMORANDUM OF UNDERSTANDING
CONCERNING COMMUNICATION AND COORDINATION BETWEEN
THE HUTTO INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT AND
THE WILLIAMSON COUNTY SHERIFF'S DEPARTMENT

This Memorandum of Understanding (this "MOU") is made and entered into by and between the following parties: the Hutto Independent School District Police Department and the Williamson County Sheriff's Office.

WHEREAS, Texas Education Code §37.081(g) provides that a school district police department and the law enforcement agencies with which it has overlapping jurisdiction shall enter into a memorandum of understanding that outlines reasonable communication and coordination efforts between the department and the agencies; and,

WHEREAS, the Hutto Independent School District Police Department (HISD PD) has overlapping jurisdiction with the Williamson County Sheriff's Office (WILCO SO) and desires to enter into such a memorandum of understanding with regard to communication and coordination of efforts between the agencies; and,

WHEREAS, it is the desire of the two agencies to assist and aid one another in all law enforcement matters occurring in the territorial jurisdictions of the two entities; aid being defined as providing personnel, equipment and resources related to law enforcement and,

WHEREAS, this cooperative effort will assist in the agencies' respective responsibilities and mission to serve the citizens of Williamson County and the Hutto Independent School District (HISD);

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this memorandum of understanding, the undersigned parties agree as follows:

I. Notification between Parties.

The HISD Police Department to Notify the Williamson County Sheriff's Office

A. A HISD Police Department (HISD PD) officer will call WILCO SO if available. If not, then communication may be made through the Williamson County Emergency Communication Center to advise of any serious incident that occurs within HISD, if resources from both agencies are needed for the good of the community and the success of the investigation. The term "serious incident" includes, but is not limited to, the following crimes, offenses, or situations, or evidence thereof:

1. Any 1st degree felony.
2. Murder or attempted murder.
3. Aggravated robbery where a firearm or knife is used.
4. Aggravated sexual assault.
5. Sexual assault of an adult or a child.

6. Any indecent exposure or solicitation of a child report. This includes pornographic pictures being taken of **children** or shown to **children**, but excludes incidents **determined to be punishable as class B & C level offenses under 43.261 PC.**
7. Aggravated assault where a gun or weapon is used or threatened.
8. Aggravated kidnapping.
9. Any EOD or explosive weapon is used or threatened.
10. Any disturbance where a mass or group is involved (i.e. riot).
11. Any criminal intelligence information developed by a HISD PD officer concerning any criminal incident which occurred, or is planned for off HISD property, and within Williamson County jurisdiction.
12. Any other situation where the officer decides there is a need based on impact to the community, impact to public safety, or requires an immediate response that may need involvement from both agencies. This is designed to encourage open communication between the two departments.

B. Once contacted by HISD PD, the Williamson County Emergency Communications Center will contact a WILCO SO Patrol Supervisor advising the supervisor where the incident occurred along with a contact number for the HISD PD Supervisor/officer to determine what, if any, response is needed from WILCO SO. This decision should be based on the resources needed to accomplish the investigative goal and to serve the community.

The Williamson County Sheriff's Office will notify the HISD Police Department when:

A. WILCO SO personnel are to notify the Williamson County Emergency Communication Center or HISD PD directly, if available, to advise of the following incidents involving HISD students or school safety that occur within the jurisdiction of WILCO SO:

1. All HISD bus accidents so HISD PD can respond to facilitate assistance for the investigation and collection of student data necessary for the investigation, and so WILCO SO has assistance with school reunification of students to parents and assistance should alternate transportation and medical transportation be made; HISD PD defers to WILCO SO for investigations on the roadway and completion of all TxDOT reports. HISD PD shall assist WILCO SO in the collision efforts and logistics involving such collision. HISD PD will handle bus related investigations occurring on District property.
2. Any SWAT call up in close proximity to HISD property (addresses attached), which might cause alarm or interrupt campus or bus operations.
3. Any armed suspect on school grounds or close to school grounds during school hours.
4. Any sex crimes or suspicious person around school properties who is approaching students walking to and from school.
5. Any fires or complete road blockages around schools during school hours or which may affect bus transportation.
6. Any death of a HISD student or staff member.
7. Any pre-planned tactical operation planned during school hours within close proximity of a school (i.e. a pre-planned search warrant). While details are not necessary, there may be a request to limit traffic flow around the target area, and HISD schools in the area.

8. Any 911 calls received originating on school campuses during times when HISD PD Officers are scheduled to be on school campuses, generally weekdays from 0730 hours to 1630 hours.
9. Any calls responded to after hours or holidays involving school property that require a criminal investigation or follow-up that are of a serious nature. Less serious offenses that do not require immediate action may be reported to communications for follow-up by HISD PD personnel during regular hours.
10. Any calls where the WILCO SO deputy believes that administrative assistance may reduce recidivism or impact resources of WILCO SO to respond. Such calls may be harassment or assaultive in nature where both parties are students at a common campus or other criteria the officer believes may benefit the situation or circumstance.
11. Arrest notifications shall be made in compliance with C.C.P. 15.27 and forwarded to the Chief of the HISD PD as designee for the Superintendent for dissemination.

B. **Note:** HISD PD is not a 24-hour department and after-hours communication may be answered or facilitated by the Williamson County Emergency Communications Center. HISD PD agrees to maintain up-to-date contact numbers with the Williamson County Emergency Communications Center.

II. Emergency Response Aid and Assistance

- A. The Parties agree to cooperate in providing Aid or Assistance with law enforcement personnel, equipment, and resources and securely sharing sensitive and non-sensitive law enforcement information for law enforcement matters.
 - a. Requesting Aid or Assistance.
 - i. The requesting Agency's Officer has requested aid or assistance, including the amount and type of equipment or resources and number of requested personnel, with a reasonable estimate of time the assistance is needed, and
 - b. Providing Aid or Assistance.
 - i. The Providing Agency's Officers may provide Aid or Assistance to the requesting Agency. When providing Aid to the requesting Agency, officers will inform their supervisor to ensure that dispatching law enforcement personnel or equipment will not endanger the responding agency's citizens' health, safety, or welfare.

III. Investigations.

A. HISD PD is responsible for the investigation of any incident that has occurred on school property or on board of a HISD school bus. WILCO SO resources may be requested in a supportive role to assist with the investigation.

B. The parties have agreed that in any case in which HISD PD initiated the investigation and for which WILCO SO requests the lead, HISD PD will afford WILCO SO that authority. In order to maintain the flow of information between the agencies, however, one HISD PD officer will be assigned to work with the WILCO SO officer in the investigation. This collaboration will allow the HISD PD and WILCO SO to stay informed and team their resources to accomplish the investigative goal.

C. It is understood that HISD PD's primary investigative duty is in school-related matters throughout the Hutto Independent School District, and its secondary duty is to all other matters that may come within its jurisdiction. HISD PD agrees to support and assist Williamson County Sheriff's Office in all Law Enforcement matters. Typically matters of traffic congestion surrounding campus arrival and dismissal may require a collaborative effort in addressing these circumstances. Bus stops are generally viewed much the same with the designated stop location being a non-District location, but may require collaboration due to the cause and effect of any issues that arise at such locations.

D. It is also understood that there may be situations in which the citizens of Williamson County and the Hutto Independent School District may be better served by the initial agency retaining primary jurisdiction over the investigation and processing of the offense.

IV. Information and Record Sharing.

A. WILCO SO and HISD PD agree to follow all provisions in Chapter 58 of the Texas Family Code, Section 37.084 of the Texas Education Code, and the Family Educational Rights and Privacy Act (20 U.S.C. §1232g, 34 CFR Part 99) governing the sharing of student and juvenile information, as well as all regulations governing the sharing of student and juvenile information.

B. Specific requirements:

1. Information disclosed under this agreement relates to the juvenile justice system's ability to serve, before adjudication, the student whose records are being released.
2. Information obtained shall not be disclosed to a third party, other than another juvenile justice agency, except as permitted or required by law.
3. Information received under this section shall be destroyed, if permitted or required by applicable law, when the child is no longer under the jurisdiction of a juvenile court.

V. Off Duty Employment.

A. Either party may employ law enforcement officers from the other party for special events or occasions. Such employment may be approved or denied in accordance with the employed officer's departmental policy and procedures for off duty employment.

B. When employed as an off-duty officer, the off-duty officer shall adhere to the direction of the employing party's on-duty police supervisor.

VI. Liability, Immunities, and Defenses.

A. Nothing herein shall be deemed or construed to create a partnership, joint venture, joint enterprise, employer-employee relationship, or principal-agent relationship between WILCO SO and HISD PD.

B. No party to this MOU shall be responsible for the acts of an employee of another party.

C. It is expressly understood and agreed that neither party waives, nor shall be deemed to have waived, any immunity or defense otherwise available to it under the law.

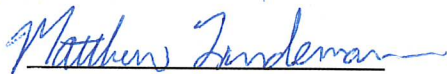
VI. Termination and Renewal.

A. Either party may withdraw from and terminate this Memorandum of Understanding on twenty (20) days' written notice to the other party.

B. This Memorandum of Understanding is effective when signed by both parties. The Memorandum of Understanding shall remain in effect for an initial term to expire on June 30, 2026. It shall automatically renew annually, on July 1 of each successive year for up to five (5) years; unless terminated by either party by written notice given according to the terms of this Memorandum of Understanding.

Signed:

By:



Matthew Lindemann
Sheriff
Williamson County Sheriff's Office

Date: 3/25/2025

By:



William Edwards
Chief of Police
Hutto ISD Police Department

Date: 3/24/2025

WILLIAMSON COUNTY

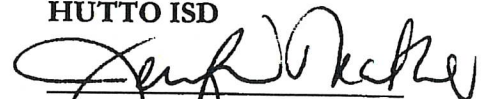
By:

Williamson County Judge

Date: _____

HUTTO ISD

By:



Jennifer Neatherlin
Superintendent

Date: 3/24/25