MUTUAL-AID AGREEMENT
FOR LAW-ENFORCEMENT EFFORTS
BETWEEN THE SHERIFF OFFICES OF VARIOUS TEXAS COUNTIES

This Mutual-Aid Agreement ("Agreement") is entered into by and between the participating local government entities, on behalf of their Sheriff's Offices (hereinafter referred to as the "Member" or "Members"), pursuant to the authority granted under Chapter 362 of the Local Government Code.

1. Purpose and Authority

Under Chapter 362 of the Local Government Code, various local government entities, through its law enforcement, can enter into mutual-aid agreement to form a law enforcement task force, to enable officers to cooperate in criminal investigations, make arrests across the covered region, and assist one another during civil emergencies (hereinafter "Joint Effort" or "Joint Efforts"). The purpose of this Agreement is to establish a framework for mutual aid and assistance among the Members in response to Joint Efforts.

2. Joint Efforts, the Lead Member, and Cooperation

The basic unit of cooperation between Members under this Agreement is the Joint Effort. Two or more Members may start a Joint Effort on their own initiative. For a particular Joint Effort, they will designate a lead Member, identify other Member participants, decide the Joint Effort's name or number for record keeping purposes, and briefly set out the Joint Effort's goals and estimated duration. The lead and participating Members will keep track of each Members time and resources expended on the Joint Effort.

With respect to a particular Joint Effort, the lead and participating Members intend to communicate and cooperate in planning each step of the Joint Effort sufficiently far in advance to afford reasonable time for the Members to plan for the Joint Effort. Each Member will take reasonable steps to assign sufficient personnel, vehicles, equipment, and other resources to the Joint Effort. In the absence of a separate agreement at the time of the Joint Effort, each Member will provide the appropriate vehicles and equipment to the deputies it assigns to the Joint Effort.

Also, with respect to a particular Joint Effort, the lead and participating Members agree to reasonably cooperate on all tasks related to the Joint Effort. In the event of an arrest in one county by a deputy from another county, the host Member, which would have jurisdiction over the county of the arrest even in the absence of this Agreement, will cooperate in taking custody of the arrested person and meeting the legal obligations for presenting the person before a magistrate.

Each Member will provide reports in a form acceptable by the Office of the District Attorney or Criminal District Attorney of the county to host a prosecution or other proceeding.

3. Supervision

For each Joint Effort, the lead Member will designate a lead deputy. While a deputy is engaged in

the actual performance of official duties as part of the Joint Effort, the deputy will be under the lead deputy's supervision and the higher supervision of the lead deputy's home chain of command and Sheriff. The Members generally expect a Joint Effort to be held in the lead deputy's home county.

At all other times, when a deputy is acting in the deputy's home county, then the deputy will be under the Sheriff and chain of command in that county.

4. A Deputy's Authority and Obligations

While performing duties under this Agreement, a deputy may exercise all the authority and fulfill all of the obligations of a peace officer, under the law, within the jurisdictions of all of the counties who are Members to this Agreement. This includes the authority to investigate possible or suspected crimes, including traffic violations, and to arrest persons throughout the region or area covered by this Agreement. A deputy's qualification for office in the deputy's home county constitutes qualification for office with the other counties who are Members of this Agreement, and no additional cost, bond, or compensation is required.

5. Responsibilities

a. **Deputies and Personnel**

Despite the personnel and resource commitments in Section 2 of this Agreement, each Member has the final authority and discretion in assigning its deputies and other personnel or resources to a Joint Effort. A Member is not obligated to join each Joint Effort.

Each Member will remain the sole employer of all its deputies and employees who participate in Joint Efforts under this Agreement. Each Member alone will be responsible for all compensation, benefits, and insurance or coverage for its deputies.

Each Member will pay its own deputies' and employees' travel, food, and lodging expenses.

Each Member will be responsible for the defense and indemnification of its deputies and employees under its usual insurance or coverage for general liability and law-enforcement claims.

A deputy's or employee's assignment to a particular Joint Effort, or performance of duties, under this Agreement, will not constitute service to another Member to make the assigned deputy or employee a borrowed servant of another Member.

As between the counties who are Members of this Agreement, each Member's deputies and employees will not become, nor act, as the employees, agents, or representatives of another Member. The Members will not be joint or co-employers.

Each Member alone is responsible for its deputies' fitness for duty and for taking all acts necessary to maintain its deputies' licenses and appointments, including training, continuing education, and firearms qualification. Each Member alone is responsible for ensuring that its deputies meet its physical-fitness policies. Each Member alone is responsible for its deputies' discipline.

b. **Vehicles and Equipment**

Each Member has the final authority and discretion in assigning its vehicles, equipment, and other resources to a Joint Effort under this Agreement.

Each Member will be responsible for all costs associated with its vehicles and other equipment used in Joint Efforts, including fuel and maintenance. Each Member alone is responsible for the safekeeping, care, and maintenance of its vehicles and equipment, as well as protecting them with insurance or warranty coverage.

c. **Expenses**

Each Member will bear all expenses and costs of providing its deputies, vehicles, equipment, supplies, and resources for Joint Efforts under this Agreement. The Member which buys a vehicle or piece of equipment, or incurs an expense, is alone responsible for paying for the item or expense.

d. **Radio Communications**

Each Member will be responsible for providing its deputies and personnel with a police radio that is technologically capable of operating, and programmed to operate, on another Member's public-safety radio systems.

In general, each Member will permit deputies from other Members, who join this Agreement, to program a reasonable number of portable and mobile radios for use on its system. Each Member may set reasonable conditions to permit other Members to program radios onto its system.

The Members will separately document one another's right to program their radios on their respective public-safety radio systems.

6. Insignia, Uniforms, and Supplies

For the purpose of identifying this task force, the Members may agree to a set of standards and specifications for insignia, patches, or other symbols for uniforms, hats, jackets, vehicles, equipment, stationery, a webpage, or social media. A deputy's uniform should clearly identify the deputy's home county.

7. Forfeiture Cases

a. **State or Federal**

As part of a particular Joint Effort, the lead and participating Members may seize contraband or property, which may be eligible for forfeiture proceedings under state or federal law. *See, e.g.*, Code of Crim. Procedure, Chapter 59; *id.* arts. 18.17-18.191, art. 18.23; 21 U.S.C.§§ 881(e)(l)(A) & (e)(3); 18 U.S.C. § 981 (e)(2); 19 U.S.C. § 1616a.

After such contraband or property has been taken into custody, the Members of the Joint

Effort, will confer about the alternatives available at the time and reasonably cooperate to proceed with a forfeiture proceeding under state or federal law.

In the event of a request for a forfeiture proceeding under federal law, each Member of the Joint Effort will keep the information necessary for it to complete a Form DAG-71, Application for Transfer of Federally Forfeited Property, for each asset.

b. **Proceeds or Property**

During a particular Joint Effort, one or more of the Members may receive proceeds or property under a local agreement with the Office of the District Attorney, Criminal District Attorney, or other attorney representing the state. *See* Code of Crim. Proc., art. 59.06.

For the forfeitures in each Joint Effort, the lead and participating Members will keep records of all proceeds and property received. The lead and participating Members will take reasonable steps, even over the course of several Joint Efforts (it may not be feasible to distribute proceeds at the time of each forfeiture), to distribute the proceeds, property, or other benefits equitably between the lead and participating Members. "Equitably" means in proportion to the personnel and other resources the lead and participating Members contributed to the relevant Joint Effort or Joint Efforts. Each Member should keep such records for each of its Joint Efforts under Section 2. "Reasonable steps" may include allowing a Member to handle a particular forfeiture proceeding and receive a majority of the proceeds or other benefits, a donation from one Member to another under article 59.06(d-2)(l)(A), an expenditure by one Member for another under article 59.06(d-3), or a loan of a vehicle by one Member to another under article 59.06(b), (b-1) and (b-2) of the Code of Criminal Procedure.

Each Member will keep records of all proceeds, property, or anything else received as a result of forfeitures under this Agreement, including the information for auditing and reporting purposes under articles 59.06(g), 59.061 and 59.12-59.14 of the Code of Criminal Procedure.

In addition, or in the alternative, particular Members and Offices of the District Attorney, the Criminal District Attorney, or other attorney representing the state may consider entering a multi-party local agreement under article 59.06 of the Code of Criminal Procedure to address the distribution of forfeited property and proceeds.

8. Policies

Two or more Members may agree to policies that will apply to specific Joint Efforts, policies that apply in only limited and definite circumstances, or policies that have limited duration.

A majority of Members may agree to policies that apply to all Members under this Agreement. Each Member has one vote.

9. Video and Audio Recordings

Any video or audio recording, such as a recording made by a body-worn camera or in-vehicle camera or other recording device, will remain the sole property of the Member that owns the camera or recording device. Each Member shall be responsible for ensuring compliance with State law, including the Public Information Act, storage, and record retention.

The Member owning the recording will provide the other's supervisors, deputies, county officials, attorneys, and experts with reasonable viewing of any relevant recording. The Member, which owns a recording, will have the final authority about a decision to release the recording.

10. Press and Social Media

The Members will reasonably cooperate about communicating with the press, press releases, and social media.

11. Civil Liability

a. **Duties and Risks**

Each Member will be responsible for its own defense and liability and for those of its Sheriffs, supervisors, deputies, and other employees in the event of any claim, dispute, or lawsuit related to a Joint Effort under this Agreement.

If a deputy is a named defendant or other party to a claim or lawsuit related to a Joint Effort under this Agreement or the deputy's acts or omissions as part of a Joint Effort, then the deputy is entitled to the same defense, indemnification, and other services and benefits to which the deputy would be entitled had the claim or lawsuit arisen out of the deputy's acts or omissions in the deputy's home county in the absence of this Agreement.

The Member who assigns a deputy or other employee to participate in a Joint Effort under this Agreement will remain solely responsible and liable for the deputy's or employee's actions, omissions, and violations of the law, including violations of statutes, civil rights, and the Tort Claims Act, Civil Practice & Remedies Code, chapter 101.

The assigning Member will also be solely responsible and liable for the deputy's or employee's health and safety and for providing worker's compensation, disability, or similar coverage or insurance for the deputy or employee.

In general, a Member will not request reimbursement from another Member for compensation or other benefits paid to the county's deputies or employees, including under Section 362.003(c) of the Local Government Code. But, if a Member provides another Member with emergency assistance under Section 362.002(a), then the Member may request reimbursement from the other under Section 362.003(c). In such an event, the emergency, within Section 362.002(a), should be an event or set of circumstances not contemplated by a Joint Effort that the parties started planning before the beginning of the event or set of circumstances constituting, or directly leading to, the emergency.

"Claim or lawsuit" means any type of claim, including a demand, dispute, or claim in a lawsuit, arbitration, or other proceeding.

The terms "acts or omissions" should be interpreted broadly to include all manner of actionable conduct, including intentional acts or omissions, gross negligence, negligence, inadvertence, and other acts or omissions sufficient for liability.

b. **Cooperation**

Each Member will reasonably cooperate with the other Members in defending a claim or

lawsuit, including providing access to, and copies of, documents or data, evidence, reports, or recordings, and access to witnesses or other persons with discoverable knowledge such as deputies, employees, or other persons under the Member's supervision or control. The Members will also enter into a joint defense agreement where appropriate to protect confidential information.

No Member waives any immunity, heightened liability requirement, liability limit, or liability cap available under any law or statute, including the Texas Tort Claims Act, Civil Practice & Remedies Code.

c. **Limitation of Extraordinary Remedies**

Each Member is entitled only to its benefit of the bargain under this Agreement. The Members are not liable to each other for consequential, incidental, indirect, special, punitive, or exemplary damages or damages that arise from special circumstances. This provision does not affect either party's rights to a defense or indemnification or other amount under Section 11.

12. Records

Each Member will maintain the required records for its participation in activities under this Agreement, including reports required for motor-vehicle stops and incident-based crime statistics, *see* Gov't Code § 411.054.

The Members will reasonably cooperate on exchanging information or keeping joint records of their activities under this Agreement. A Member will reasonably cooperate with the others in responding to audits.

13. New Members

A new Member may join the general task force created by this Agreement by a resolution or order of its governing body, within the meaning of Section 362.002(b) of the Local Government Code, which agrees to this Agreement and includes a form or language substantially similar to that in Exhibit A. The Sheriff should sign as well.

A new Member should circulate the name, email, and phone number of a contact or notice person consistent with Section 14(d) and information about the public-safety radio system used by the Members consistent with Section 5(d). In general, the existing Members will expect the new Member to permit other Members to program some number of radios to operate on the new Member's system.

14. Other

a. **Term**

This Agreement's effective date shall be the day of the last party's execution below The Agreement's first term will end on September 30, 2026. The Agreement will automatically renew annually on October 1st.

b. **Withdrawal and Termination**

A Member may withdraw from this Agreement for any reason by providing the other Members 30 days' written or electronic (email) notice. Withdrawal does not affect a withdrawing

Member's obligations to be the employer of its own deputies and personnel, to be responsible for its own expenses, or to be responsible for its obligations under Section 11.

As long as at least two Members of this Agreement remain, this Agreement is effective between those Members. Either of the final two Members may terminate this Agreement for any reason with 30 days' written or email notice to the other Member.

c. **Notice, Opportunity to Cure, Alternative Dispute Resolution**

If a Member believes that another Member has not complied with a duty under this Agreement or has a dispute related to a Joint Effort, then the Member will notify the alleged noncomplying Member and/or other Members of the Joint Effort as necessary to resolve the dispute. The alleged noncomplying Member will have a reasonable time, assessed under the circumstances, to respond or try to cure.

Before a Member may file a lawsuit, the Members must meet in person in an informal conference to try to resolve all disputes. If they are unable to resolve them, then the Members will submit the dispute to mediation as set out in Section 154.023 of the Texas Civil Practice & Remedies Code. Information will be kept confidential under Sections 154.053 and 154.073 of the Civil Practice & Remedies Code and Section 2009.054 of the Government Code.

This provision does not affect a Member's right to file a claim in a lawsuit or proceeding initiated by a person, who is not a party to this Agreement. If a Member files a claim in contravention of this provision, then a court or other authority may stay the case or proceeding to permit the Members to comply with this provision.

Under this subsection "Member" or "Members" include each one's officials, officers, sheriffs, deputies, and other personnel and agents.

d. **Notices**

A party may send a notice under this Agreement by email or U.S. Postal Service, Certified Mail, to:

Sheriff Bill Cooke
Bell County
104 S. Main Street
Belton, Texas 76513
(254) 933-5400
Email: bill.cooke@bellcounty.texas.gov

Sheriff Calvin Boyd
Burnet County
1601 E. Polk Street
Burnet, Texas 78611
(512) 756-8080
Email: cboyd@burnetsheriff.com

Sheriff Matthew Lindermann
Williamson County
508 S. Rock Street
Georgetown, Texas 78626
(512) 943-1300
Email: matt.lindemann@wilcotx.gov

Sheriff Mike Clore
Milam County
512 N. Jefferson, Ste. A
Cameron, TX 76520
254-697-7033
Email: mclore@milamcounty.net

e. **Interpretation**

In general, this Agreement should be interpreted: (a) to extend to the deputies from each Member the authority to enforce all applicable laws in all counties who are Members of this Agreement, including the authority to investigate possible or suspected crimes and to arrest persons; (b) so that each Member is responsible for its own sheriffs, officers, deputies, and other employees and agents, as well as its own vehicles, equipment, and resources; that is, being responsible for paying all of their compensation of whatever nature and for being responsible for any liability arising from their conduct; and (c) so that the Members share the costs and benefits of Joint Efforts equitably in the long run or over the course of several Joint Efforts.

If a court or other authority determines that a provision of this Agreement is unenforceable, then the provision may be severed and the remaining part of the Agreement interpreted to achieve these purposes.

f. **Law**

Texas law will govern the parties' relationship and claims under this Agreement, except where federal law governs *(e.g.,* aspects of federal forfeiture).

15. Definitions

a. Each Member's **authority** under chapter 362 of the Local Government Code refers to the authority to form a mutual-aid law-enforcement task force under Section 362.002(b). Where the conditions for an emergency are met, then the Members also intend to draw on their authority under Section 362.002(a). See Tex. Att'y Gen. Op. No. JC-0532, at 1 (2002) (concluding that subsections (a) and (b) operate independently).

b. The Members are forming a **mutual-aid law-enforcement task force** within the meaning of Section 362.002(b) of the Local Government Code, but not a multicounty drug task force within the meaning of Section 362.004.

c. References to **Codes,** such as the Local Government Code, Code of Criminal Procedure, Civil Practice & Remedies Code, Government Code, Occupations Code, and Penal Code, are to these Texas Codes.

d. **Deputy, law-enforcement officer,** or **officer** means a licensed peace officer under article 2.12 of the Code of Criminal Procedure or Section 362.001 (2) of the Local Government Code, including a sheriff's deputy. Generally, the parties expect deputies or officers who hold a permanent peace-officer's license to participate in Joint Efforts under this Agreement. But a Member may assign a deputy who holds another license or who serves under an appointment as a reserve deputy under Section 85.004 of the Local Government Code.

If a Member sends deputies to assist the other county in times of an emergency under the authority of Section 362.002 (a) of the Local Government Code, then the Member should send

deputies who are regularly employed by the Member.

e. The phrase **"all tasks related to a Joint Effort"** includes training, making appropriate reports to TCOLE, investigating possible crimes, conducting surveillance, applying for warrants, conducting searches, issuing citations, arresting persons, seizing vehicles or property, taking custody of arrested persons and observing their rights, handling seized vehicles or property, preparing reports, keeping records, handling evidence, providing testimony or evidence, cooperating in prosecutions or other proceedings, and cooperating in audits or reviews.

f. The phrase **"cooperate in taking custody of arrested persons and meeting the legal obligations for presenting the person before a magistrate"** means taking custody of arrested persons and meeting the obligations set out in provisions like articles 14.03(d), 14.03(g)(3), 14.06, 15.06, 15.08, 15.16-15.20 of the Code of Criminal Procedure and Section 362.002(c) of the Local Government Code.

g. The phrase **"exercise all of the authority and fulfill all of the obligations of a peace officer"** includes (i) preserving the peace, preventing or suppressing crime, and summoning aid, (ii) enforcing all laws applicable to or in the counties, including Chapter 644 of the Transportation Code, (iii) investigating suspected or possible crimes, including traffic violations, (iv) pursuing persons and vehicles, (v) stopping and searching persons, vehicles, trailers, containers, and other property with and without warrants, (vi) issuing citations, including citations for traffic violations, (vii) conducting surveillance, (viii) applying for warrants, (ix) serving or executing warrants, writs, or other processes, (x) arresting persons, (xi) using force, (xii) seizing vehicles or other property, (xiii) initiating or participating in forfeiture proceedings, and (xiv) assisting in the prosecution of criminal cases, forfeiture proceedings, or other proceedings. *See* Code of Criminal Procedure; Local Gov't Code, § 85.004(d); Penal Code, Chapter 9; Transportation Code, Title 7, Subtitle C (rules of the road), and Subtitle F (commercial motor vehicles); 37 Tex. Admin. Code, Part 1, Chapter 4 (commercial vehicle regulations); Occupations Code, chapter 1701; Civil Practice & Remedies Code, chapters 34 and 61-66; and the Texas Rules of Civil Procedure.

h. The phrase **"all compensation, benefits, and insurance or coverage"** means all forms of compensation, including employment-related benefits or rights under the FLSA or civil-service rules, if any, including salary, overtime, and other benefits; pension contributions or payments; workers compensation payments or benefits; disability payments; medical-expense payments; uniform, firearm, and equipment allowances; insurance or other coverage to its employees and deputies; and all forms of vacation or leave time, including paid time off, compensatory time, and FMLA leave. The clause is designed to meet the requirement of Section 362.002(b) of the Local Government Code, and includes all rights and benefits set out in section 362.003(b).

i. **Lead Member** is the Sheriff's Office with the primary responsibility and authority for a particular Joint Effort. The Sheriff's Offices, who are Members of a Joint Effort, will designate the lead Sheriff's Office for the Joint Effort.

j. **Host Member** is the Sheriff's Office who, in the absence of this Agreement, would have state-law authority over the county where a specific event, such as a traffic stop, a search,

an arrest, or a seizure occurs. So, the Williamson County Sheriff's Office is the host Sheriff's Office for such events occurring in Williamson County. Also, one county may be the lead Member in a particular Joint Effort, while the other Member is the host Member with respect to a particular event.

k. **Home County** is the Sheriff's Office that regularly employs a particular deputy and carries the deputy's regular appointment or commission under Section 85.003 of the Local Government Code. If a deputy has a regular appointment under section 85.003 in one county and a reserve appointment under Section 85.004 of the Local Government Code in another county, then the deputy's home County is the one that carries the deputy's regular appointment.

l. **Region** and **area** mean the geographic or jurisdictional area in which a deputy or officer may exercise the authority set out in Section 4 of this Agreement, as "region" is used in Section 362.002(b) of the Local Government Code and as "area" is used in section 362.002(c).

m. **TCOLE** means the Texas Commission on Law Enforcement under chapter 1701 of the Occupations Code.

n. The phrase **"any decision to issue a citation in lieu of an arrest"** refers to citation options set out in statutes, such as article 14.06(b), (c), and (d) of the Code of Criminal Procedure.

o. **Senate Bill 4** means Texas Senate Bill 4 (2017), which enacts Section 752.053 of the Government Code. Section 752.053 prohibits a county from adopting or enforcing a policy under which the county materially limited the enforcement of federal immigration laws.

p. **Vehicles and equipment** mean the motor vehicles and other equipment used by the Sheriff's Offices in the performance of their duties. Vehicles and equipment may include, without limitation, SUVs, sedan, motorcycles, canines, density meters, automated license-plate readers, crime-scene-reconstruction or analysis equipment, equipment for rapid DNA analysis, gun scanners, and UASs or drones.

AGREED TO BY:

BELL COUNTY:

_____	_____
David Blackburn	Bill Cooke
Bell County Judge/Presiding Officer	Bell County Sheriff
Date: _____ ____, 20____	Date: _____ ____, 20____

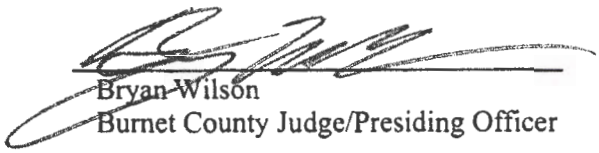
WILLIAMSON COUNTY:

Steven Snell Williamson County Judge/Presiding Officer	Matthew Lindermann Williamson County Sheriff
Date: _____ ____, 20____	Date: _____ ____, 20____

MILAM COUNTY:

Bill Whitmire Milam County Judge/Presiding Officer	Mike Clore Milam County Sheriff
Date: _____ ____, 20____	Date: _____ ____, 20___

BURNET COUNTY:



Bryan Wilson
Burnet County Judge/Presiding Officer

Date: October 13, 2026

_____
Calvin Boyd
Burnet County Sheriff

Date: _____ ____, 20___

Exhibit A

Joinder of _____County to the Mutual-Aid Agreement for Law-Enforcement Efforts between the Sheriff Offices of Various Texas Counties

1. **Purpose and Authority.** By their authority under Chapter 362 of the Local Government Code, _____ County, on behalf of its Sheriff's Office, now join the mutual-aid law-enforcement task force created by the Mutual-Aid Agreement for Law-Enforcement Efforts between the Sheriff Offices of Various Texas Counties ("Agreement") and agree to its terms. The Members intend to extend to the deputies employed by the Members the authority to investigate possible crimes and to make arrests throughout the region or area covered by this Agreement. The Members may also assist one another in times of civil emergency.

2. **Notices.** A Member may send a notice under this agreement by email or U.S. Postal Service, Certified Mail, to: [Sheriff, address, phone, email]

_____

_____

_____

_____

3. **Radio Communications**

_____ County's Sheriff's Office uses the _____public-safety radio system.

Existing Members and _____ County will separately document one another's right to program their radios on their respective public-safety radio systems.

4. **Effective Date of Joinder**

_____ County and its Sheriff's Office joins the mutual-aid task force, effective: _____