

INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY, ON BEHALF OF THE WILLIAMSON COUNTY SHERIFF'S OFFICE AND MILAM COUNTY, ON BEHALF OF THE MILAM COUNTY SHERIFF'S OFFICE

This **Interlocal Agreement** (hereinafter "Agreement") is made and entered into as of the date of the last party's execution below, by and between **Williamson County, on behalf of the Williamson County Sheriff's Office** (hereinafter "WCSO") and **Milam County, on behalf of the Milam County Sheriff's Office** (hereinafter "MCSO"), collectively referred to as "Parties" and individually as a "Party."

WHEREAS, the Parties recognize the benefits of interagency cooperation in the areas of **Narcotics Investigations, Tactical Team Response, Dive Team Operations, and Criminal Interdiction**;

WHEREAS, the Parties desire to enhance their law enforcement capabilities by sharing resources, personnel, and expertise in these specialized areas to ensure public safety and the efficient execution of law enforcement duties;

WHEREAS, this Agreement is authorized pursuant to the Texas Interlocal Cooperation Act, **Chapter 791 of the Texas Government Code**, which permits local governments to contract with one another to perform governmental functions and services;

WHEREAS, this Agreement is further authorized by **Section 362.002(b) of the Texas Local Government Code**, which allows law enforcement agencies to assist each other in enforcing state laws and performing police functions;

WHEREAS, this Agreement is also authorized by **Section 362.003(a) of the Texas Local Government Code**, which allows counties to enter into agreements for law enforcement cooperation, including the use of personnel and resources to perform law enforcement duties.

1. PURPOSE

The purpose of this Agreement is to formalize interagency cooperation in **Narcotics Investigations, Tactical Team Response, Dive Team Operations, and Criminal Interdiction** between WCSO and MCSO. The Parties agree to provide mutual assistance to enhance operational effectiveness and public safety.

2. REQUEST FOR ASSISTANCE

Any Party may request assistance from the other Party for the purposes stated in Section 3 of this Agreement. The request shall specify the nature and extent of assistance required. The responding Party shall make reasonable efforts to provide requested assistance but are not obligated to do.

3. SCOPE OF COOPERATION

A. Narcotics Investigations

1. The Parties agree to assist in surveillance, controlled buys, undercover operations, and arrest operations as needed.
2. Personnel assigned to assist in narcotics investigations shall operate under the command of their respective agencies unless otherwise agreed upon by designated supervisors.

B. Tactical Team Response

1. The Parties agree to provide mutual aid for tactical operations, including high-risk warrant service, hostage rescue, tactical support, and UAS (Unmanned Aerial System) Operations.
2. Each Party may request Tactical Team assistance from the other Party when additional tactical resources are needed.
3. Tactical Team members shall follow their respective agency's policies and procedures unless otherwise directed by a unified command structure established for a specific operation.
4. The Parties agree to collaborate on UAS operations for aerial surveillance, search and rescue, accident reconstruction, tactical operations, and disaster response.
5. Each Party shall ensure that UAS pilots are certified and comply with FAA regulations and agency-specific policies.
6. The requesting Party shall have operational command over the UAS deployment while assisting personnel shall follow all safety protocols and operational guidelines.
7. Data and imagery collected during joint UAS operations shall be handled in accordance with applicable laws and privacy regulations.

C. Dive Team Operations

1. The Parties agree to provide mutual aid in dive team operations for evidence recovery, search and rescue, and other underwater law enforcement activities.
2. The requesting Party shall provide operational oversight while assisting personnel shall adhere to their agency's safety and operational protocols.

D. Criminal Interdiction

1. The Parties agree to work together in conducting proactive criminal interdiction efforts along highways, roadways, and other transportation corridors.
2. Joint operations may include vehicle stops, searches, and seizures aimed at disrupting illegal drug trafficking, human smuggling, auto theft, and other criminal enterprises.
3. The Parties may share intelligence, resources, and specialized equipment as necessary to enhance interdiction efforts.
4. Personnel involved in interdiction operations shall follow their respective agency's policies and legal guidelines regarding search and seizure.

4. COMMAND AND CONTROL

1. The requesting Party shall retain overall command during joint operations.
2. The assisting Party's personnel shall remain under the operational supervision of their respective Party unless temporarily assigned to a unified command.
3. In the event of disputes over operational decisions, the highest-ranking officer from each Party present shall confer to reach a resolution.

5. LIABILITY AND INDEMNIFICATION

1. Each Party shall be responsible for the acts, omissions, and conduct of its own employees and personnel.
2. Each Party shall indemnify and hold harmless the other Party from any claims, liabilities, or damages arising from its personnel's actions while operating under this Agreement, to the extent permitted by law.

6. COMPENSATION

1. This Agreement does not create any financial obligation between the Parties.
2. Each Party shall bear its own costs, including personnel salaries, equipment, and operational expenses unless otherwise agreed upon in writing.
3. If grant funding or reimbursement opportunities arise, the Parties agree to collaborate to secure such funds.

7. TRAINING AND READINESS

1. The Parties agree to participate in joint training exercises and cross-agency familiarization sessions for Narcotics Investigations, tactical operations, Dive Team procedures, and Criminal Interdiction.
2. Training schedules and locations shall be coordinated in advance by designated training officers from each agency.

8. RECORDS MANAGEMENT AND CONFIDENTIALITY

1. Each Party shall maintain records related to joint operations in accordance with its own policies and applicable laws.
2. Confidential information exchanged under this Agreement shall not be disclosed to third parties except as required by law.

9. TERM AND TERMINATION

1. This Agreement shall commence on the effective date listed above and shall remain in effect for a period of **five (5) years**, unless terminated earlier by mutual agreement.
2. Either Party may terminate this Agreement upon **thirty (30) days' written notice** to the other Party.

10. AMENDMENTS

1. This Agreement may be amended only in writing and signed by both Parties.

11. MISCELLANEOUS

1. **No Drug Task Force Creation:** This Agreement does not create a drug task force as defined by **Section 362.001(3) of the Texas Local Government Code**.
2. **Severability:** If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.
3. **Governing Law:** This Agreement shall be governed by the laws of the **State of Texas**.
4. **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties and supersedes any prior agreements or understandings related to its subject matter.

SIGNATURES

IN WITNESS WHEREOF, the undersigned authorized representatives of each Party have executed this Agreement on the dates indicated below.

WILLIAMSON COUNTY

By: _____
Name: _____
Title: _____
Date: _____

MILAM COUNTY

By:  _____
Name: Michael R. Ore _____
Title: Sheriff _____
Date: MARCH 20, 2025 _____