

Mutual-Aid Agreement for Cooperation on Law-Enforcement Efforts between the Sheriff's Offices of Various Texas Counties

1. **Purpose and Authority.** By their authority under chapter 362 of the Local Government Code, various Texas counties, and their sheriffs, form a mutual-aid law-enforcement task force to cooperate in criminal investigations, law enforcement, and training. Additional counties and sheriffs may join this agreement. The members intend to extend to the deputies employed by the counties 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. **Joint Efforts, the Lead Sheriff's Office, and Cooperation**

The basic unit of cooperation between Sheriff's Offices under this agreement is the joint effort. Two or more Sheriff's Offices may start a joint effort on their own initiative. For a particular joint effort, they will designate a lead Sheriff's Office, identify the member Sheriff's Offices, decide the effort's name or number for record keeping purposes, and briefly set out the effort's goals and estimated duration. The lead and member Sheriff's Offices will keep track of each Office's time and resources expended on the joint effort.

With respect to a particular joint effort, the lead and member Sheriff's Offices intend to communicate and cooperate in planning each step of the effort sufficiently far in advance so as to afford reasonable time for the Sheriff's Offices to plan for the effort. Each Sheriff's Office 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 Sheriff's Office 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 member Sheriff's Offices also agree to reasonably cooperate on all tasks related to the effort. In the event of an arrest in one county by a deputy from another county, the host Sheriff's Office, 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 Sheriff's Office 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 Sheriff's Office will designate a lead deputy. While a deputy is engaged in the actual performance of official duties as part of the joint effort, then 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 Sheriffs 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 of 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, each Sheriff's Office has the final authority and discretion in assigning its deputies and other personnel or resources to a joint effort. A Sheriff's Office is not obligated to join each joint effort.

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

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

Each county 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 county or Sheriff's Office so as to make the assigned deputy or employee a borrowed servant of another county.

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

Each Sheriff's Office 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 Sheriff's Office alone is responsible for ensuring that its deputies meet its physical-fitness policies. Each Sheriff's Office alone is responsible for its deputies' discipline.

b. Vehicles and Equipment

Each Sheriff has the final authority and discretion in assigning its vehicles, equipment, and other resources to a joint effort under this agreement.

Each Sheriff's Office will be responsible for all costs associated with its vehicles and other equipment used in joint efforts, including fuel and maintenance. Each Sheriff's Office 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 Sheriff's Office will bear all expenses and costs of providing its deputies, vehicles, equipment, supplies, and resources for joint efforts under this agreement. The Sheriff's Office 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

As of July 2017, Grayson County's public-radio system is a VHF digital system.

As of July 2017, the Tarrant County Sheriff's Office participates on the Fort Worth Radio System, which is a phase 2 P25 digital system.

As of July 2017, Collin County's public-safety radio system is an 800 MHz analog system. But the Collin County Sheriff's Office expects that Collin County's radio system will be a phase 2, P25 digital system by **June 2018** (estimated date). When this P25 system goes into operation, a deputy from another county will need a P25, phase 2, radio that is programmed onto Collin County's new system. Collin County will not permit a phase 1 radio on the system.

Each county will be responsible for providing its deputies and personnel with a police radio that is technologically capable of operating, and programmed to operate, on the other member counties' public-safety radio systems. For example, Collin County plans to equip one of its deputies, who will participate in joint efforts under this agreement, with a P25 APX 8000 dual-band portable radio and a P25 APX 8500 dual-band mobile radio. Such radios are capable of being programmed to operate on Grayson and Tarrant Counties' systems.

In general, each member county will permit deputies from other counties, who join this agreement, to program a reasonable number of portable and mobile radios for use on its system. Each member county may set reasonable conditions to permit other counties to program radios onto its system. Again, for example, Collin County will permit only P25 phase 2 radios to operate on its new system to prevent performance deterioration.

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

e. **Citations and Cite-and-Release Programs**

Each Sheriff's Office will follow state law and its own county's policies and procedures with respect to any decision to issue a citation in lieu of an arrest. A Sheriff's Office may permit the deputies it assigns to a particular joint effort to follow the policy of the lead Sheriff's Office on the effort in this regard.

f. **Senate Bill 4**

Each Sheriff's Office will follow federal, state, and its own county's law, policies, and procedures with respect to any actions taken under Texas Senate Bill 4, if it takes effect on September 1, 2017.

The Sheriff's Office having custody in its jail or detention facility of any prisoner, even one initially arrested in a joint effort under this agreement, has the final authority and responsibility, as between the member Sheriff's Offices, with respect to complying with a particular federal detainer request, regardless of the authority granted under this agreement to another Sheriff's Office as the lead Sheriff's Office on a particular joint effort.

6. **Insignia, Uniforms, and Supplies**

For the purpose of identifying this task force, the Sheriffs 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 Sheriff's Office.

7. **Forfeiture Cases**

a. **State or Federal**

As part of a particular joint effort, the lead and member Sheriff's Offices 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)(1)(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 Sheriff's Offices, who are members of the particular 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 Sheriff's Office, who is a member of the particular 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**

In the course of a particular joint effort, one or more of the member Sheriff's Offices 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. 59.006.

For the forfeitures in each joint effort, the lead and member Sheriff's Offices will keep records of all proceeds and property received. The lead and member Sheriff's Offices will take reasonable steps, even over the course of several joint efforts (it may not be feasible to distribute proceeds equitably at the time of each forfeiture), to distribute the proceeds, property, or other benefits equitably between the lead and member Sheriff's Offices. "Equitably" means in proportion to the personnel and other resources the lead and member Sheriff's Offices contributed to the relevant joint effort or efforts. Each Sheriff's Office should keep such records for each of its joint efforts under section 2. "Reasonable steps" may include allowing a county to handle a particular forfeiture proceeding and receive a majority of the proceeds or other benefits, a donation from one Sheriff's Office to another under article 59.006(d-2)(1)(A), an expenditure by one Sheriff's Office for another under article 59.006(d-3), or a loan of a vehicle by one Sheriff's Office to another under article 59.006(b), (b-1) and (b-2) of the Code of Criminal Procedure.

Each Sheriff's Office 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 59.006(g), 59.061 and 59.11–59.014 of the Code of Criminal Procedure.

In addition or in the alternative, particular Sheriff's Offices 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 59.006 of the Code of Criminal Procedure to address the distribution of forfeited property and proceeds.

8. Policies

Two or more Sheriff's Offices 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 member Sheriff's Offices may agree to policies that apply to all members under this agreement. Each member Sheriff's Office 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 Sheriff's Office that owns the camera or recording device.

Each Sheriff's Office's policy will require deputies to record all traffic stops, including traffic violations, CMVE stops, and stranded-motorist assistance, and vehicle pursuits, and to retain all recordings as potential evidence for a reasonable time and in accordance with the law. *See, e.g.*, Occup. Code, § 1701.660. Otherwise, the Sheriff's Offices will confer about and try to agree to common policies regarding video and audio recordings for use in joint efforts. *See, e.g.*, Occup. Code, § 1701.655.

The Sheriff's Offices will confer about the handling and public release, if any, of a recording or related information that is, or may be, relevant to a joint effort or incident under this agreement. *See, e.g.*, Occup. Code, §§ 1701.661–1701.663; Gov't Code, chapter 552 (Public

Information Act); Code of Crim. Proc., art. 2.139 (recordings of arrests for intoxication offenses). The Sheriff's Office owning the recording will provide the other's supervisors, deputies, county officials, attorneys, and experts with reasonable viewing of any relevant recording. The Sheriff's Office, which owns a recording, will have the final authority about a decision to release the recording.

10. Press and Social Media

The Sheriff's Offices will reasonably cooperate about communicating with the press, press releases, and social media.

11. Civil Liability

a. Duties and Risks

Each County and Sheriff's Office 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 Sheriff's Office 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 Sheriff's Office 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.

A county will not sue the other county for any type of damage or injury to its personnel or property related to a joint effort under this agreement. This clause does not prevent a county from fully litigating the question of proportionate responsibility or liability, especially as it may arise in the proceedings on a claim by a person, who is not a party to this agreement.

In the event that a county's agreement not to sue another county—contained in the paragraph immediately before this one—fails and a court or other authority determines that one or more other counties is liable for any type of damage or injury to the county's personnel or property related to a joint effort, then the county, who is the beneficiary of the determination, agrees to indemnify, and hold harmless, the other county or counties for the type and amount of liability determined. This clause does not prevent a county from fully litigating the question of proportionate responsibility or liability, especially as it may arise in the proceedings on a claim by a person, who is not a party to this agreement. In sum, this clause is an alternative to, and is

intended to achieve the same result as, the agreement not to sue in the paragraph immediately before this one.

If a court or other authority determines that a county was a co-employer or joint employer of a deputy or employee of another member county and that the deputy or employee took action, which is the basis of liability for damages, and imposes liability on that county on this basis, then the county, which regularly employs the deputy or employee, will indemnify and hold the other county harmless for such damage or liability.

In general, a county will not request reimbursement from another member county 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 county provides another member county with emergency assistance under section 362.002(a), then the county may request reimbursement from the other under section 362.003(c). In such an event, the emergency, within section 362.002(a)'s meaning, 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.

"Person" means all legal entities, including an individual, corporation or other artificial entity, state or federal government, a governmental department or agency, or a political subdivision.

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

"Any type of damage or injury" means all types of damages and injuries, regardless of nature, including property damage, personal injury, civil-rights violation, economic loss, and loss or infringement of privacy, intellectual-property, or contract rights. In the context of a duty to be responsible for liability or to indemnify or hold harmless, "damage" and "liability" also includes attorney's fees and costs, including expert and other litigation costs.

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.

Phrases like "claim," "any type of damage," "any type of injury," and "related to" do not require a determination before a related duty applies or is triggered and should be interpreted broadly as if they read "alleged claim," any type of "alleged damage" or "alleged injury," or "allegedly related to, or arising out of, in whole or in part."

b. Cooperation

Each county will reasonably cooperate with the other member counties 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 county's supervision or control. The Sheriffs will also enter into a joint defense agreement where appropriate to protect confidential information.

No county 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, chapter 101.

c. Limitation of Extraordinary Remedies

Each county is entitled only to its benefit of the bargain under this agreement. The counties 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 Sheriff's Office will maintain the required records for its participation in activities under this agreement, including reports required for motor-vehicle stops, *see* Code of Crim. Proc., art. 2.133–2.135, 2.139, and incident-based crime statistics, *see* Gov't Code, § 411.054.

The Sheriff's Offices will reasonably cooperate on exchanging information or keeping joint records of their activities under this agreement. A Sheriff's Office will reasonably cooperate with the others in responding to audits.

13. New Members

A new county and its Sheriff's Office 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 county and Sheriff's Office 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 Sheriff's Office consistent with section 5(d). In general, the existing members will expect the new county and Sheriff's Office to permit other Sheriff's Offices to program some number of radios to operate on the new member's system.

14. Other

a. Term

This agreement's effective date will be the day on which the second party to sign the agreement signs it. The agreement's first term will end on September 30, 2019. The agreement will automatically renew every two years on October 1.

b. Withdrawal and Termination

A county may withdraw from this agreement for any reason by providing the other parties with 30 days' written or email notice. Withdrawal does not affect a withdrawing county'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 counties are members of this agreement, this agreement is effective between those counties. Either of the final two counties may terminate this agreement for any reason at all with 30 days' written or electronic notice to the other county.

c. Notice, Opportunity to Cure, Alternative Dispute Resolution

If a Sheriff's Office believes that another Sheriff's Office has not complied with a duty under this agreement or has a dispute related to a joint effort, then the Sheriff's Office will notify the other members of the agreement or other members of the joint effort as necessary to resolve the dispute. The responding Sheriff's Office will have a reasonable time—assessed under the circumstances—to respond or try to cure.

Before a county may file a lawsuit, the counties must meet in person in an informal conference to try to resolve all disputes. If they are unable to resolve them, then the counties 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 county'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 county files a claim in contravention of this provision, then a court or other authority may stay the case or proceeding to permit the counties to comply with this provision.

"County" and "counties" 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 Tom Watt
Grayson County
100 W. Houston
Sherman, Texas 75090
903.813.44408
wattt@co.grayson.tx.us

Sheriff Jim Skinner
Collin County
4300 Community Ave.
McKinney, Texas 75071
972.547.5100
sheriffskinner@co.collin.tx.us

Sheriff Bill E. Waybourn
Tarrant County
200 Taylor Street
Fort Worth, Texas 76196
817.884.3099
bewaybourn@tarrantcounty.com

e. **Interpretation**

In general, this agreement should be interpreted: (a) to extend to the deputies from each county 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 county 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 counties 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 county'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 counties 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 counties 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 county 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 Sheriff sends deputies to assist the other county in times of an emergency under the authority of section 362(a) of the Local Government Code, then the Sheriff should send deputies who are regularly employed by the Sheriff's county within the meaning of section 362.002(a).

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 Sheriff’s Office** 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 Sheriff’s Office** 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 Grayson County Sheriff's Office is the host Sheriff's Office for such events occurring in Grayson County. Also, one county may be the lead Sheriff's Office in a particular joint effort, while the other Sheriff's Office is the host county with respect to a particular event.

k. **Home Sheriff's Office** 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 Sheriff's Office 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. **P25 Public-Safety Radio System** means the public-safety radio system, which Collin County is currently constructing and plans to begin operating in June 2018 (expected date). **P25** or **Project 25** means a set of standards for digital radio communications for use by federal state, and local public-safety agencies in North America. Collin County's new radio system will be a Phase 2 system. APCO, the Association of Public-Safety Communications Officials, helped develop Project 25.

o. 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. In light of House Bill 2391, 80th Texas Legislature, R.S. (2007), which amended article 14.06, the City of Dallas, for example, enacted a resolution for a cite-and-release program under article 14.06(c), (d) at its April 12, 2017 meeting. A corner of the City of Dallas is located in the southern portion of Collin County.

p. **Senate Bill 4** means Texas Senate Bill 4 (2017), which would enact section 752.053 of the Government Code and article 2.251 of the Code of Criminal Procedure, among others. Section 752.053 would prohibit a county from adopting or enforcing a policy under which the county materially limited the enforcement of federal immigration laws. Article 2.251 would require a county jail, which has custody of a person subject to a federal immigration detainer request, to comply with the request and inform the person that the person is being held under a federal request.

q. **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, motor cycles, canines, density meters, automated license-plate readers, crime-scene-reconstruction or analysis equipment, equipment for rapid DNA analysis, gun scanners, and UASs or drones.

Exhibit A

**Joinder of _____ County and its Sheriff's Office to the
Mutual-Aid Agreement for Cooperation on Law-Enforcement
Efforts between the Sheriff's Offices of Various Texas Counties**

1. **Purpose and Authority.** By their authority under chapter 362 of the Local Government Code, _____ County and its Sheriff's Office now join the mutual-aid law-enforcement task force created by the Mutual-Aid Agreement for Cooperation on Law-Enforcement Efforts between the Sheriff's Offices of Various Texas Counties and agree to its terms. The member counties intend to extend to the deputies employed by the counties 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 party 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 member counties 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: _____.