

ATTACHMENT A

INTERLOCAL AGREEMENT BETWEEN BURNET COUNTY AND THE CITY OF BURNET

AGREEMENT PROVIDING FOR A MAGISTRATE SERVICES BY THE CITY OF BURNET AT THE BURNET COUNTY JAIL FOR THE BENEFIT OF ALL CITIZENS OF BURNET COUNTY, INCLUDING THOSE IN THE CITY OF BURNET

RECITALS

WHEREAS, the Texas Inter-local Cooperation Act permits local governments to contract among themselves for the performance of "governmental functions and services."

WHEREAS, Burnet County is a local government responsible for the maintenance of a county jail for the housing of accused persons arrested within Burnet County.

WHEREAS, All persons arrested of a crime have a legal right via Texas Code of Criminal Procedure Art. 14.06 to be taken within 48 hours after arrest before a magistrate of the county of arrest or any other magistrate of any other county of the State of Texas. Said persons shall be provided warning described by Article 15.17 by the magistrate, a duty placed upon all magistrates as described by this same article.

WHEREAS, Article 2.10 of the Texas Code of Criminal Procedure identifies the duty of a magistrate and under Article 2.09 of the same, a judge of a municipal court of an incorporated city is identified as magistrate.

WHEREAS, Article 4.01 of the Texas Code of Criminal Procedure gives justice courts and municipal courts the jurisdiction to handle criminal actions. Further, that Article 4.11 and Article 4.14 of the same describe the jurisdiction of justice courts and municipal courts. Further, Article 4.15 of the same indicates that these courts may try criminal cases over which they have jurisdiction.

WHEREAS, Chapter 6 and Chapter 7 of the Texas Code of Criminal Procedure outlines duties of magistrates to prevent offenses upon hearing a threat and the proceedings before a magistrate to prevent offenses. Further, Article 17.292 of the same identifies the issuance of emergency protective orders by a magistrate.

WHEREAS, the City of Burnet, Texas is a municipality located within the confines of Burnet County. Further, that the arrest of accused individuals within the city limits of Burnet occurs frequently. Said persons are taken and potentially housed, via an unrelated inter-local agreement by the same parties of this agreement, at the Burnet County Jail.

The parties to this Agreement hereby agree as follows:

AGREEMENT

1. The City shall appoint an Associate City Magistrate to assist in magistrate services at the Burnet County Jail and provide services to the City of Burnet. The selection of the individual to serve as the City of Burnet's Associate Municipal Judge is viewed as a benefit to the parties herein. This individual will provide magistrate services for the Burnet County Jail and be available to the City of Burnet for disposition of cases for the Municipal Court at the jail. This individual will serve as the jail magistrate for Burnet County and therefore all expenses incurred will be paid by Burnet County, no expenses will be incurred by the City of Burnet. Burnet County will be responsible for choosing the individual to fill the position.
2. This change is made in the interest of judicial economy. The magistrate at the Burnet County Jail signs a significant number of warrants in their capacity. Because the City of Burnet dispatches through the Burnet County Sheriff's Office, allowing Jail magistrate the authority to sign warrants as a City of Burnet municipal judge will allow for the entering of warrant information into the Burnet County Odyssey system. This alleviates a linking problem with data into the integrated system.
3. Any additional time required by City of Burnet Court Clerks to enter documents into the Court records due to this agreement is recognized to be offset by the benefit of having an additional municipal judge to process pleas and judgments on behalf of the City of Burnet at the Burnet County Jail. The City of Burnet benefits from agreement by ensuring that its City warrants can be properly processed into the Burnet County Odyssey system and by having a second magistrate available for city business at the Burnet County Jail.
4. The jail magistrate shall serve under the supervision of the senior presiding municipal judge of Granite Shoals who may consult with the senior presiding municipal judge of Burnet. When only the City of Burnet business is involved at the Burnet County Jail, the Jail magistrate shall be under the supervision of the senior presiding municipal judge of Burnet.
5. Further, all parties agree that the magistrate identified in this agreement shall be bonded for \$ 5,000.00. Such costs of bonding will be incurred by Burnet County. Burnet County agrees to accept legal responsibility for acts committed by the associate judge done on behalf of Burnet County.
6. The identified magistrate shall have the authority to accept documents regarding the plea of any defendant accused of a class "C" misdemeanor crime housed at the Burnet County Jail only if allowed by the justice of the peace court or municipal court having jurisdiction of the case. Such documents shall be forwarded to the judge having jurisdiction of the case at his/her office so that he/she may pronounce sentence and judgment. If such

defendant is under the jurisdiction of the Municipal Court of Burnet, then the Jail magistrate may pronounce sentence and judgment at the Burnet County Jail as it is physically located within the confines of the City of Burnet.

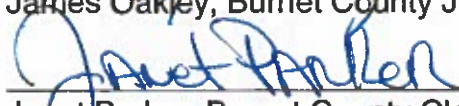
TERM OF AGREEMENT

The term of this agreement is from February 14, 2017 until December 31, 2017, after which the agreement shall renew automatically for a term of one year unless terminated. Either party may terminate the agreement at the end of the term without cause by notifying the other party not later than 45 days prior to the end of the term. Furthermore, any party may terminate this agreement at any time by presentment of notice of intent to terminate in writing to the other party. If so, the contract shall cease 45 days after said notice is given and received.

IN WITNESS WHEREOF, the governing bodies of both the County and the City have approved and adopted this Agreement and have caused this Agreement to be executed. It shall become effective upon the date that both parties have signed this Agreement.

AGREED to and ADOPTED by the Commissioners Court of Burnet County, Texas on this 14th day of FEB., 2017.


James Oakley, Burnet County Judge


Janet Parker, Burnet County Clerk


By: Shelley Demarest

AGREED to and ADOPTED by the City of Burnet, Texas on this 14th day of February, 2017.


Mayor, City of Burnet


City Secretary, City of Burnet

