

STATE OF TEXAS	§	INTERGOVERNMENTAL AGREEMENT FOR
	§	
COUNTY OF <u>BURNET</u>	§	LAW ENFORCEMENT ASSISTANCE

THIS AGREEMENT, made and executed this 15th day of August, 2018, by and between the County of Burnet ("County"), State of Texas, and the City of Cottonwood Shores, ("City"), State of Texas, provides as follows:

SECTION I INTERGOVERNMENTAL LAW ENFORCEMENT ASSISTANCE

This Agreement for "Intergovernmental Law Enforcement Assistance" executed pursuant to Article 999b, V.A.T.S., as amended.

SECTION II PURPOSE OF AGREEMENT

It is recognized that in certain situations the use of law enforcement officers to perform law enforcement duties outside of the territorial limits or jurisdiction of the County or City where such law enforcement officers are employed may be desirable and necessary in order to preserve and protect the health, safety and welfare of the public.

SECTION III AUTHORIZATION

Intergovernmental law enforcement assistance may be provided between the County and City during those times of emergency and routine law enforcement work when mutual aid would best serve the interests of the County or City and its residents.

SECTION IV POWER AND AUTHORITY

a) The County and City do hereby authorize and direct its Sheriff and Police Chief, or the officer commanding in his absence, to render and request mutual law enforcement aid to and from the County or City to the extent of available personnel and equipment not required for adequate protection of the County or City rendering aid. The judgment of the Sheriff or Police Chief, or officer commanding in his absence, of such County or City rendering aid, as to the amount of personnel or equipment available, shall be final.

b) Law enforcement officers who shall be commanded by their superior authority to maintain the peace or perform law enforcement duties outside the territorial limits of the County or City which regularly employs such officers shall be a peace officer of such other County or City and be under the command of the law enforcement officer therein who is in charge in that County or City, as fully as though he were within the County or City where regularly employed and his qualification, respectively, for office where regularly employed shall constitute his

qualification for the office in the other County or City, and no oath, bond or compensation need be made.

c) A law enforcement officer employed by the County or City is authorized to make arrests outside the County or City in which he is employed, but only within the area contemplated by this Agreement, provided, however, that the law enforcement agencies within such County or City shall be notified of such arrest without delay. Such notified agency shall make available the notice of such arrest in the same manner as if said arrest were made by a member of the law enforcement agency of said County or City.

SECTION V COMPENSATION

a) Any law enforcement officer who is ordered by the official designated by the governing body of the County or City to perform police or peace duties outside the territorial limits of the County or City where he/she is regularly employed as such officer, shall be entitled to the same wage, salary pension, and all other compensation and all other rights for such service, including injury, disability or death benefits, the same as though the service had been rendered within the limits of the County or City where he/she is regularly employed and shall also be paid for any reasonable expenses of travel, food, or lodging that he/she may incur while on duty outside such limits.

SECTION VI REIMBURSEMENT AND LIABILITY

a) All wage and disability payments, pension payments, damage to equipment and clothing, medical expense, and expenses of travel, food, and lodging shall be paid by the County or City regularly employing such law enforcement officer. Upon making such payments, the County or City that furnished the services shall, when it so requests, be reimbursed by the County or City whose authorized official requested the services out of which the payments arose.

SECTION VII RULES AND REGULATIONS

The Police Chief of the City and the Sheriff of the County shall establish uniform rules and regulation for giving and receiving aid, which shall be subject to the approval of each governing body. A copy thereof shall be filed with the clerk of the City and County Clerk. The rules and regulations may be revised and amended from time to time by the Police Chief and the Sheriff upon their unanimous agreement, subject to the approval of each governing body, and a copy of each revision or amendment shall be filed with the clerk of the City and County Clerk.

SECTION VIII EFFECTIVE DATE AND TERMINATION OF AGREEMENT

a) This agreement shall be in full effect and legally binding upon such date as signed and attested by each party.

b) This agreement shall remain in full force and effect until such time as the County or City, through its elected Commissioner's Court or City Council, passes a resolution terminating this

agreement, which shall not take effect until the expiration of 30 days following the filing of said resolution with the clerk of the City or County Clerk. A certified copy of said resolution shall be forwarded to the other party without delay upon passage.

Signed this _____ day of _____, 2018

City of Cottonwood Shores, Texas

By: _____

By: _____

Subscribed and sworn to before me this ____ day of _____ 20____.

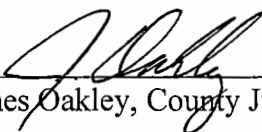
Notary Public _____.

Signed this 15th day of August, 2018.

County of Burnet, Texas

By: _____

Calvin R. Boyd, Sheriff

By:  _____

James Oakley, County Judge

Subscribed and sworn to before me this ____ day of _____ 20____.

Notary Public _____.