

INTERLOCAL AGREEMENT BETWEEN BURNET COUNTY AND THE CITY OF BURNET

AGREEMENT ACKNOWLEDGING AND OUTLINING THE DUAL ROLE OF THE MAGISTRATE FOR CITY OF BURNET AND THE BURNET COUNTY JAIL MAGISTRATE WHEN PERFORMING MAGISTRATION DUTIES AT THE BURNET COUNTY JAIL

WHEREAS, the Texas Interlocal Cooperation Act (Tex. Gov't Code Ch. 791) permits local governments to contract with one another to carry out governmental functions and services; and,

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; and,

WHEREAS, all persons arrested of a crime have the legal right (Tex. Code of Crim Procedure Art. 14.06) to be taken within 48 hours before a magistrate of the county of arrest or any other magistrate of any other county of the State of Texas to be provided warnings (Tex. Code of Crim Procedure Art. 15.17); and,

WHEREAS, Burnet County is authorized by Texas statute (Tex. Gov. Code 54.1501 – 54.1505 & recognized under Tex. Code of Crim Procedure Ch 2A.151(6) (B)) to appoint a Burnet County Jail Magistrate to provide warnings (Tex. Code of Crim Procedure Art. 15.17), amongst other magistrate duties, to individuals arrested of a crime inside of Burnet County; and,

WHEREAS, the City of Burnet is a municipality located within the confines of Burnet County. Inside said city, arrests of accused individuals occur frequently, and such persons are routinely taken and potentially housed via an unrelated interlocal agreement between the same parties at the Burnet County Jail; and,

WHEREAS, the City of Burnet is authorized to maintain a municipal court (Tex. Gov't Code Ch. 29 & 30). A Texas municipal court judge is recognized to be a Texas magistrate (Tex. Code of Crim Procedure Ch 2A.151 (14)); and,

WHEREAS, the City of Burnet and Burnet County previously entered into an interlocal agreement authorizing a Burnet County Jail Magistrate to also serve in the role of an Associate City Magistrate for the City of Burnet; and,

WHEREAS, Texas Code of Criminal Procedure 17.027(a)(2) outlines specific conditions where a Texas Gov't Code Ch 54 authorized magistrate may not conduct the magistration of an arrested individual; and,

WHEREAS, the prohibitions outlined under Texas Code of Criminal Procedure 17.027(a)(2) do not apply to a municipal court judge, as such magistrates are not statutorily created under Tex. Gov. Code Ch 54 but under Tex. Gov't Code Ch 29 & 30; and,

WHEREAS, it is the intent of the parties to formalize an understanding that shall apply when an individual holds the positions of the Burnet County Jail Magistrate and as either the City of Burnet Municipal Judge or an Associate Judge of the City of Burnet Municipal Court; and, **WHEREAS**, the parties agree that when conducting a magistration of an arrested individual, a Burnet County Jail Magistrate shall simultaneously serve as the Burnet Municipal Judge or Associate Judge, thus serving both capacities in a singular judicial proceeding.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. The previously entered interlocal agreement authorizing an employed Burnet County Jail Magistrate to also serve as an Associate City Magistrate in the City of Burnet, dated February 14, 2017 and attached hereto as Attachment A for reference purposes, is hereby recognized to continue in full force and effect.
2. At any time that a Burnet County Jail Magistrate (currently Judge Tamara Tinney and Judge Kristen Tice) is also employed or appointed to serve as either a City of Burnet Municipal Judge (currently Judge Tamara Tinney) or as an Associate Judge for the City of Burnet Municipal Court (currently Judge Kristen Tice), then said person(s) shall be recognized as simultaneously exercising their authority vested under Texas Government Code Ch. 54 and under Texas Government Code Ch 29 when conducting a magistration and/or conducting a bond setting of an arrested individual.
3. This agreement becomes effective upon execution by both parties and shall remain in effect until terminated by either party with 45 days' written notice to be provided by the other party. Unless said written termination occurs, any time that a Burnet County Jail Magistrate ceases to simultaneously hold the position of either a City of Burnet Municipal Judge or Associate Judge, then this agreement shall survive as dormant until said precedent conditions recur.
4. These authorizations are recognized by the parties as a benefit to each, increasing efficiency and cost savings for Burnet County and the City of Burnet.

IN WITNESS WHEREOF, the governing bodies of both Burnet County and the City of Burnet have approved and adopted this Agreement and have caused its execution.

AGREED and ADOPTED by the City of Burnet on this _____ day of _____, 2025.

Mayor Gary Wideman

City Manager David Vaughn

AGREED and ADOPTED by Burnet County on this day of 28TH day of OCTOBER, 2025.



Burnet County Judge Bryan Wilson



Burnet County Clerk Vicinta Stafford

**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.

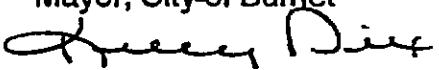

James Oakley, Burnet County Judge

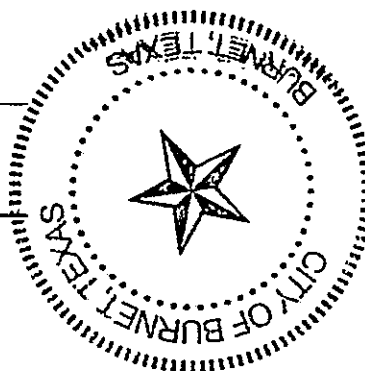

Janet Parker, Burnet County Clerk


By: Shelley Darnest

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





BURNET COUNTY AGENDA ITEM REQUEST FORM

334

MEETING DATE: 10/28

GENERAL DESCRIPTION OF ITEM: Interlocal Agreement Between Burnet County and City of Burnet

THIS ITEM REPRESENTS A:

- ☒ New issue, project, or purchase
☐ Routine, regularly scheduled item
☐ Follow-up to previously discussed item
☐ Special item
☐ Other

PRIMARY CONTACT/STAFF MEMBER: Judge Bryan Wilson

BUDGETARY IMPACT OF AGENDA ITEM:

Total Estimated Cost:	N/A	
Source Funds:		
Is item already included in fiscal year budget?	Yes	No
Does item represent a new expenditure?	Yes	No
Does item represent a pass-through purchase?	Yes	No
If so, pass-through entity		
Procurement Needed:	Yes	No

ACTIONS REQUESTED: D.C.&A to approve and execute an interlocal agreement between Burnet County and the City of Burnet to grant magistrates who are employed or appointed by both entities to simultaneously exercise their authority under Taxes Government Code Chapter 54 and Texas Government Code Chapter 29 when conducting a magistration and/or a bond setting of an arrested individual.

LIST BACK-UP DOCUMENTS ATTACHED (names of documents and/ or files): _____

LIST BACK-UP DOCUMENTS NOT ATTACHED (to be sent by Friday at noon prior to the meeting date requested): _____


Elected Official/Department Head

DATE and TIME: _____

Approved:

By 
County Judge

OR

By _____
Commissioner Pct. _____

All contracts, contract amendments, staff agreement, grant applications, memorandums of understanding, and interlocal agreements must be submitted to the Burnet County Auditor and complete a compliance review before being placed on the Commissioners Court agenda.

Agenda items and supporting documents are due to Court Coordinator's Office (Rm. 201) or countyjudge@burnetcountytexas.org no later than noon on Tuesday prior to the meeting date requested. If a Burnet County Holiday falls within 72 working hours before that Tuesday, the deadline will be moved earlier to ensure compliance with Government Code § 551.043.