

MASON COUNTY — CITY OF MASON
INTERLOCAL AGREEMENT
REGARDING LAW ENFORCEMENT

STATE OF TEXAS

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COUNTY OF MASON

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This is an interlocal agreement made and entered into by and between MASON COUNTY, TEXAS ("County"), acting herein by and through Jerry Bearden, County Judge of Mason County, Texas, hereunto duly authorized by the Commissioners Court of Mason County, Texas and the CITY OF MASON, TEXAS ("City"), acting herein by and through Brent Hinckley, Mayor of the City of Mason, Texas, hereunto duly authorized by the City Commissioners of the City of Mason, Texas and James "Buster" Nixon, the elected Mason County Sheriff.

The Mason County Sheriff's Office will enforce the laws of the State of Texas. As the sole provider of law enforcement services in Mason County, the MCSO is responsible to provide response to 9-1-1 calls related to law enforcement; crime prevention and public safety patrols of all roadways; general enforcement of state motor vehicle code for vehicles operating on public roadways; recording, processing and investigating all criminal offenses that occur within Mason County; file criminal complaints and violations of state law with the appropriate entity; arrest criminal suspects for felony or misdemeanor cases; and hold all suspect within the County jail or other jail facility pending disposition of the case or the posting of bond as set by a magistrate; maintain 24-hour jailer/dispatch positions and a sufficient number of Deputies, and provide a fair wage and benefit structure for each position.

The County will utilize current payroll structure under Mason County Treasurer's office to administer payroll, health insurance, retirement benefits, peace officer/jailer liability insurance, worker's compensation insurance, and unemployment benefits for the Sheriff, all deputy sheriffs and the jailer/dispatchers. The County shall fund the operations of the Mason County Sheriff's office and Mason County Jail, including, but not limited to, the payment of utility bills, supplies, equipment, uniforms, communications equipment, and vehicle insurance and maintenance.

City will delegate City police authority for City of Mason to the Mason County Sheriff's Office, provide payment for services performed by County in a timely manner as described below, and provide and enforce animal control within the City limits as well as provide on-call Animal Control to MCSO as needed.

By entering into this Agreement, the City is agreeing to contribute to the County to provide law enforcement services within the City, and to provide voluntary funding to the County for assistance in meeting the costs of operating and administering the Mason County Sheriff's Office, dispatch/911 emergency services, and jail administration. For the municipal Fiscal Year 2017, beginning on November 1, 2016, the City agrees to contribute to the County the amount of \$334,000.00 payable in equal monthly installments of \$27,833.33 per month.

The term of this contract shall be for one year beginning on November 1, 2016 and ending on October 31, 2017.

This agreement shall terminate if Mason County or the City of Mason, through their particular elected officials, pass a resolution terminating this agreement. The agreement will terminate immediately following the expiration of 60 days from the date said resolution is filed with the appropriate office within each entity. The entity seeking termination shall give all other parties to the agreement notice of the same without delay. James "Buster" Nixon may terminate this agreement by giving Mason County and the City of Mason 60 days written notice of his intent to terminate the agreement.

Notwithstanding each party's right to terminate the agreement as set forth above, by the 30th day of June of each calendar year, the parties shall provide notice of their intent to extend this agreement upon the same terms and conditions as herein contained for an additional term of one (1) year.

This contract states the entire agreement of the parties, and an amendment to it is not effective unless it is in writing and signed by the authorized representative of each entity. This agreement is performable in Mason County, Texas and Texas law governs its interpretation and application.

SIGNED JUNE __, 2016 TO BE EFFECTIVE NOVEMBER 1, 2016.

Mason County, Texas

City of Mason, Texas

By: _____

By: _____

Jerry Bearden, County Judge

Brent Hinckley, Mayor

Attest: _____

Attest: _____

MASON COUNTY SHERIFF'S OFFICE

By: _____

James "Buster" Nixon, Sheriff