

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF BROWN

And Comal County

INTERLOCAL COOPERATION AGREEMENT
FOR COUNTY JAIL FUNCTIONS

THIS AGREEMENT is made and entered into this 31st day of October, 2019, by and between Brown County, a political subdivision of the State of Texas, hereinafter referred to as "Brown", and Comal County, also a political subdivision of the State of Texas, hereinafter referred to as "Comal".

WHEREAS, Brown is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Brown County; and

WHEREAS, Comal is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Comal County; and

WHEREAS, Brown and Comal desire to improve the efficiency and effectiveness of local governments by authorizing the intergovernmental contracting authority at the local level for all or part of the functions and services of police protection and detention services, and

WHEREAS, Brown and Comal mutually desire to the subject themselves to the provisions of TEX.CIV.STAT.ART. 4413(32c), Vernon Supp. 1985, the Inter-Local Cooperation Act.

NOW, THEREFORE, Brown and Comal County for the mutual consideration hereinafter stated agree and understand as follows:

I.

The effective date of the agreement shall be the 31st day of October 2019 and shall continue for one year or until terminated pursuant to the terms hereof.

December 2, 2019
(Exhibit # 7)

II.

For the purposes and consideration herein stated and contemplated, Brown shall provide the following necessary and appropriate services for Comal to the maximum extent authorized by this agreement, without regard to race, religion, color, age, sex and national origin: to wit:

- A. Provide Comal County and its Sheriff's Department with access to and use of the Brown County jail facilities for the holding and incarceration of Comal County prisoners including, but not necessarily limited to, adequate personnel necessary to supervise no more than twenty (20) prisoners and providing clothing, food, reasonable and necessary medical attention *at the discretion of the Brown County Medical officer at Comal Counties expense*, and other appropriate necessities with respect to that number of prisoners. Brown agrees to provide Comal with access to and the use of these facilities and services so long as such facilities shall be available in consideration of the requirements of the Texas Jail Standards Commission, subject to the termination rights hereinafter set forth.
- B. In the event that the Brown County jail facilities shall be at maximum capacity as a result of Brown County or other inmates, Brown reserves the right to require the removal or transfer of Comal prisoners within twenty-four hours after the notice to Comal in order to provide facilities for Brown prisoners, and Brown agrees to notify Comal as soon as possible when a Comal prisoner must be removed from Brown facilities because of capacity limits.
- C. In no event shall Brown be required to accept Comal prisoners under the terms and conditions of this agreement if such transfer of prisoners will cause Brown County Jail facilities to be in violation of the rules of the Texas Jail Standards Commission. Brown, in its sole discretion, shall determine whether a Comal prisoner shall be accepted for the incarceration by Brown. Nothing contained herein shall be construed to compel Brown to accept any prisoner that would place Brown in violation of any law or regulation of court order.
- D. Nothing contained herein shall be construed to compel the Brown County Sheriff, acting in his capacity as keeper of the jail, to

accept any prisoner if said prisoner interferes with the safety of the jail personnel, other jail inmates or interferes with the orderly operation of the Brown County Jail.

III.

Comal County designates the Comal County Sheriff as "liaison Officer" for Comal County and Brown County designates the Brown County Sheriff as "liaison Officer" for Brown County as with and between, Comal and Brown. The respective Sheriff of each county, or his/her designated substitute, shall insure the performance of all duties and obligation of each said county as herein stated and, shall devote sufficient time and attention to the execution of said duties on behalf of said county in full compliance with the terms and conditions of this agreement, and shall provide immediate and direct supervision of all of the sheriff's department employees, agents, contractors, sub-contractors, and/or laborers, if any in the furtherance of the purposes, term and conditions of this agreement for the mutual benefit of Comal and Brown.

IV.

Any notice required under this agreement shall be sent as follows:

Mr. Vance Hill (or his successor)
Sheriff, Brown County
1050 West Commerce
Brownwood, Texas 76801

Any notice required under this agreement to Comal County shall be sent as follows:

Mr. Mark Reynolds (or his successor)
Sheriff, Comal County
3005 W. San Antonio St.
New Braunfels, Tx 78130

V.

To the extent permitted by law without the creation of a sinking fund, Comal agrees to indemnify and hold harmless Brown, its agents, and employees, from and against all suits, claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of Brown's performance or non-performance of services and duties herein stated, but only in regard to the transfer of prisoners by Comal and duties herein assigned to Comal County and specifically excluding the actual incarceration of prisoners by Brown. Comal retains full liability for each prisoner until that prisoner has been processed and booked into Brown County Jail.

VI.

To the extent permitted by law without the creation of a sinking fund, Brown agrees to indemnify and hold harmless Comal, its agents and employees, from and against all suits, claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of Comal performance or non-performance of the services and duties herein stated, but only in regard to the actually holding and incarceration of prisoners by Comal in Brown's facilities and specifically excluding the transfer of prisoners to and from Comal County by Brown County.

VII.

Brown shall be solely in charge of all control, techniques, sequences, and procedures and means and the coordination of all work performed under the terms and conditions of this agreement in regard to the holding and incarcerations of all properly delivered prisoners. Brown shall insure, dedicate and devote the full time and attention of the employees necessary for the proper execution and completion of the duties and obligations of Brown stated in this agreement, and give all attention necessary for such properly supervision and direction.

VIII.

Brown agrees to and accepts full responsibility for the acts, negligence, and/or omissions of Brown's employees and agents, the Brown's sub-contractors and/or contract laborers, and for those of all other persons doing work for Brown under this agreement.

IX.

Comal agrees to and accepts full responsibility for the acts, negligence, and/or omissions of all Comal's employees and agents, Comal's sub-contractors and/or contract laborers and all other persons doing work for Comal under this contract.

X.

Comal agrees to be responsible for any and all damages caused by Comal inmates to the Brown County Jail or Brown County equipment. Comal agrees to reimburse Brown County for these charges for any damages in a timely manner.

XI.

Comal agrees to and accepts the duty and responsibility for and overseeing all safety orders, precautions, programs and equipment necessary to the reasonable safety of Comal Employees and agents, Comal sub-contractors and/or contract laborers and all other persons doing work under a contract or agreement with Brown.

Brown agrees to and accepts the duty and responsibility for and overseeing all safety orders, precautions, programs and equipment necessary to the reasonable safety of Brown's employees and agents, Brown's sub-contractors and/or contract laborers and all other persons doing work under contract or agreement with Comal.

XII.

Comal understands and agrees that Comal County, its employees, servants, agents and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of Brown.

XIII.

Brown understands and agrees that Brown County, its employees, servants, agents and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of Comal.

XIV.

For the service herein above stated, Comal agrees to pay Brown, for the full performance of his agreement, the sum of *forty-five and no/100 Dollars (\$45.00)* for each Comal County prisoner confined in Brown facilities. A day shall constitute any time during a twenty-four (24) hour period. Provided however, if Comal County has been given notice by Brown County to remove its prisoner(s), Comal shall have twelve (12) hours to remove said prisoner(s) without charge for housing said prisoner save and except a prisoner demanded to be removed for safety violations shall be removed immediately and Comal County shall be charged for said prisoner.

XV.

Comal agrees to pay to and reimburse, Brown, in Brown County, Texas on a monthly basis and upon the submission of documented invoice by Brown to Comal for the cost of housing Comal prisoners within thirty (30) days after receipt of Brown County' invoice. The invoice shall be delivered to Comal County Sheriff for review and submission to the Comal County Auditor for payment.

XVI.

This agreement may be terminated at any time by either party giving thirty (30) day advance written notice to the other party. In the event of such termination by either party, Brown County shall be compensated for all services performed to termination date, together reimbursable expenses then due and as authorized by this agreement. In the event of such termination, should Brown be overcompensated for reimbursable expenses authorized by this agreement, then Comal shall be reimbursed for all such overcompensation. Acceptance of said reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this agreement.

XVII.

The agreement represents the entire and integrated agreements between Brown and Comal and supersedes all prior negotiations, representations, and/or agreements either written or oral. This agreement may be amended only by written instrument signed by both Brown and Comal.

XVIII.

The validity of this agreement or of any of its terms or provisions as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas further this agreement shall be performable in Comal County, Texas and all compensation payable in Brown County, Texas.

XIX.

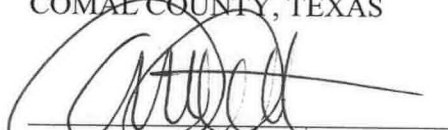
In the event that any portion of this agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

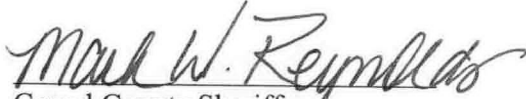
XX.

The undersigned officers and/or agents of the parties hereto are the proper authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are not in full force and effect.

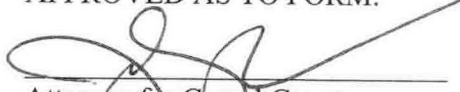
Executed on the 31st day of October, 2019.

AGREED TO BY
COMAL COUNTY, TEXAS

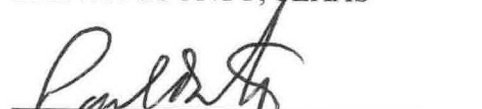

Comal County Judge
Printed Name: SHERMAN KRAUSE
Date: OCT 31, 2019

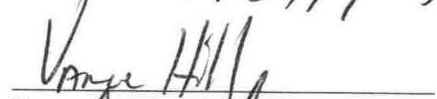

Comal County Sheriff
Printed Name: Mark W. Reynolds
Date: 10/31/2019

APPROVED AS TO FORM:

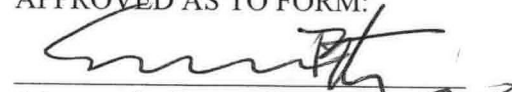

Attorney for Comal County
Printed Name: Jennifer Tharp
Date: 10/31/19

AGREED TO BY
BROWN COUNTY, TEXAS


Brown County Judge
Printed Name: Paul D. Lilly
Date: 12/2/19


Brown County Sheriff
Printed Name: Vance Hill
Date: 12/2/19

APPROVED AS TO FORM:


Attorney for Brown County
Printed Name: Shane Britton
Date: 12/1/19

Donna Eccleston
Commissioner, Precinct 1



Kevin Webb
Commissioner, Precinct 3

Scott Haag
Commissioner, Precinct 2

Jen Crownover
Commissioner, Precinct 4

Sherman Krause
County Judge

October 31, 2019

Brown County Sheriff
Attn: Sheriff Vance Hill
1050 West Commerce
Brownwood, TX. 76801

NOV 04 2019

Dear Sheriff Hill,

Comal County Commissioners Court met in regular session on October 31, 2019 and approved the Interlocal Cooperation Agreement by and between Brown County, Texas and Comal County Texas for jail inmate services. Enclosed you will find your original agreement, fully executed by Comal County Judge, Judge Krause, Comal County Sheriff, Mark Reynolds, along with Comal County Attorney, Jennifer Tharp. Please sign the original agreement and return to me at the address below or you may scan and email me (at bookel@co.comal.tx.us) the fully executed agreement. Thank you so much for your assistance and cooperation.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Lacy Booker
Commissioners Court Coordinator
150 N. Seguin
New Braunfels, Texas 78130
Phone 830 221-1106, Fax 830 608-2026
bookel@co.comal.tx.us