



AGREEMENT

THIS AGREEMENT (Agreement) is executed this 6 day of July, 2020 by and between Howard Payne University (HPU) and Brown County Texas (County) for the benefit of the 35th District Court of Texas (Court).

WITNESSETH

In consideration of the fees, covenants and agreements herein set forth because of the COVID-19 global pandemic, in order to meet the needs of the judicial system and the safety of the public, HPU and County enter into the following agreement.

HPU hereby grants permission for the County to reserve and use university facilities listed below and/or premises solely for the express purposes of Jury Selection and other official functions of the 35th District Court of Texas for the dates listed below.

Table with 2 columns: Date, Time. Rows include dates from July 27, 2020 to December 7, 2020 with corresponding times.

- I. Facilities. County through its Commissioners Court has previously designated Howard Payne University as an Auxiliary Court Facility pursuant to the unanimously approved resolution adopted May 18, 2020. County is entitled to use Mims Auditorium including the sound system and a room or two in the Jane and Paul Myers Faith and Life Leadership Center (Center) to be designated by HPU. HPU, at its sole discretion, may grant the use of the Jackson Room and if needed, the small room currently used for storage of chairs, next to the north side entrance of the Center with a written request by the County of at least seven days prior to the date needed. The County with seven days advance notice must submit the request for additional dates.

July 6, 2020

(Exhibit #3)

- II. Fees.** County shall pay to HPU in advance \$600 for the use of the facilities for the July 27 jury selection as a test run. Assuming the successful test run, the parties will move forward with the contract and the applicable daily rate of \$600.00 and a half-day rate of \$350.00 shall be paid not less than 7 days in advance of each of the scheduled dates. For purposes of the fees, a half-day consists of no more than four hours and the full day is greater than four hours but not exceed nine hours. A normal day is considered to begin at 8:00 a.m and ending at 5:00 p.m.
- III. Test Run.** July 27 will serve as a trial run to determine if the needs of the Court are met by HPU's facilities and to work out any problems. The County will be charged the non-refundable daily rate for the jury selection on that date as a test run. If the facilities cannot be made to work, this Agreement regarding the other dates is void. All other terms of the Agreement remain in effect for the Test Run.
- IV. Sole Use of Facilities.** The 35th District Court will have sole discretion, in accordance with State law, regarding who may be granted access to facilities during the hours that it is renting the facilities from HPU.
- V. Technology.** HPU will allow the County to use its sound system, screen and other technology in Mims Auditorium. Such systems will be in good working order. The County will provide a qualified sound technician to operate the technology. HPU will provide support to the County but will not be primarily responsible for the operation of the technology while the Court is conducting its business.
- VI. Cleaning.** HPU will provide clean facilities prior to use and will clean its facilities after each use by the Court. The County at its expense subject to any federal or state reimbursement will provide any supplemental cleaning required by the COVID-19 Operating Plan for the Brown County Judiciary local ordinance or State law
- VII. Health and Safety.** The County, at its expense, subject to any federal and state reimbursement, will provide services required under the COVID-19 Operating Plan for the Brown County Judiciary and the Brown County Security Plan to its employees and the public using the facilities required by local ordinance or State law. In addition, the County will provide licensed law enforcement officers and security screening typically required in the normal course of conducting the operations of the Court. HPU waives its board policy prohibiting the concealed or open carry of guns on campus in favor of licensed law enforcement officers working for the County and the Court.
- VIII. Release and Required Insurance.** Without waving any governmental immunity which may be authorized by law, the County agrees to release HPU from any liability for any personal or bodily injury, death, property losses or expenses incurred by the County, its employees, volunteers, participants, spectators, or its independent contractors, while utilizing HPU's facilities or its premises. County must currently have in effect appropriate insurance coverages to protect HPU, the County, its employees, volunteers, participants, spectators and independent contractors from all property damage or personal injury, and shall add the University as an additional insured onto its policies. As indicated on the attachment, Insurance Coverage Requirements, County agrees to provide a Certificate of Insurance to the University with the required minimum limits at least thirty (30) days prior to using facilities and/or premises. The facilities and/or premises requested will not be reserved until a Certificate of Insurance is received and approved by the University's finance office.
- IX. Mutual Waiver of Subrogation Rights.** HPU and County and all parties claiming under them mutually release and discharge each other and their respective officers, directors, partners, employees and agents, from all claims and liabilities arising from or caused by any casualty or hazard to the extent covered by valid and collectible insurance on the Premises; provided that such release shall not operate in any case where the effect is to invalidate such insurance coverage. This release shall apply even if the loss or damage shall be caused by the fault or negligence of a party hereto or for any person for which such party is responsible.
- X. Damage and Destruction.** If the Building or its contents including the technology are damaged by fire or other casualty caused directly or indirectly by the fault or negligence of County or its agents,

employees, contractors, or the public attending the facility while it is in use by the Court, the fees under this Agreement will not abate and County shall be liable to HPU for the cost and expense of the repair and restoration of the Building and/or its contents caused thereby to the extent that such cost and expense is not covered by collected and collected from insurance.

- XI. Abidance of HPU Policies.** County agrees to respect and strictly abide by all HPU policies relating to its facilities As a Christian University, the following are examples of prohibited items that may not be brought onto the premises: alcoholic beverages, all forms of tobacco, vaping devises, drugs, weapons, firearms, hazardous substances, fire risk activities, inappropriate language/behavior and inappropriate materials/images/music.
- XII. Official Contacts.** For all matters related to this Agreement, HPU's contact person is Mike Rodgers, Vice President of Finance and Administration, (325) 649-8055. For all matters related to the Agreement, the County's contact person is Dr. Paul Lilly, Brown County Judge, 200 S. Broadway, Suite 3, Brownwood, TX 76801, 325-643-2828, paul.lilly@browncountytexas.org . HPU will send statements for amounts due under this agreement either monthly or by event date as it occurs to Brown County c/o 35th District Court, 200 South Broadway, Suite 212, Brownwood, TX 76801
- XIII. Possible need of additional dates of July 28, 2020 through July 31, 2020** There may be a need by County of additional dates the week of July 27 for the actual jury trial itself after jury selection on that Monday. The County must confirm with HPU in writing that it needs these additional dates by 5 pm Monday, July 6, 2020. If these dates are still available, then County will pay HPU for any additional sums owed for the additional dates confirmed by HPU at the same rate otherwise provided in this agreement.
- XIV. Applicable Law.** The laws of the State of Texas govern this Agreement. In the event the State of Texas prohibits jury trials in Brown County because of a spike in the COVID- 19 cases in the County or State or any other similar emergency reason for the health and safety of the public, then the County and HPU are relieved of any contractual obligations under this agreement that are prohibited by state law and such provisions are deemed void and unenforceable.
- XV. Complete Agreement.** This agreement constitutes the full agreement in its entirety, which cannot be waived in whole or in part by any HPU employee, without written consent by a HPU officer.

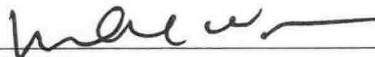
In witness whereof, the parties accept the terms of this agreement.

On behalf of Brown County, Texas

On behalf of Howard Payne University



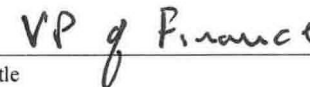
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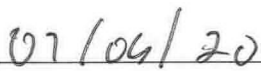
Signature




Title



Title



Date



Date

Facilities Reservation / Usage Agreement Attachment B – Insurance Coverage Requirements

The County must furnish their insurance agent a copy of these requirements to issue a Standard Accord Form Certificate of Insurance to the University's finance office at least thirty (30) days prior to the date of facility and/or premise usage with the following minimum limits:

Commercial general liability	\$1,000,000/\$2,000,000 per occurrence bodily injury and property damage	Policy must be endorsed to include Howard Payne University as an additional insured and include a waiver of subrogation clause in favor of the University
Business automobile coverage	\$1,000,000 each accident limit for bodily injury and property damage	Required if a vehicle will be used on the premises. Coverage must include all owned, leased, hired and non-owned vehicles.

The insurance agent may either fax the Certificate of Insurance to (325) 649-8977, email it to rmendoza-pate@hputx.edu or mail to:

Rebecca Mendoza-Pate
 Howard Payne University
 1000 Fisk Street
 Brownwood, TX 76801

Facilities are not reserved until the University approves insurance coverages.