

**INTERLOCAL COOPERATION AGREEMENT**  
**GOVERNING THE OPERATION OF THE JOINT LAW ENFORCEMENT CENTER**  
**AND THE USAGE OF THE BROWN COUNTY JAIL**  
**BY AND BETWEEN THE CITY OF BROWNWOOD AND BROWN COUNTY**

This Agreement, entered into this 1<sup>st</sup> day of October, 2020 (the "Effective Date"), by and between the City of Brownwood (hereinafter the "City"), a municipal corporation and body politic of Brown County, Texas, and the County of Brown, State of Texas (hereinafter the "County"), both parties acting herein under the authority and pursuant to the terms of Government Code Section 791 known as the "Interlocal Cooperation Act." The City and/or the County may sometimes be referred to as a "Party" or the "Parties".

WHEREAS, the City and the County have constructed a joint law enforcement center (the "Center"), on approximately ten (10) acres of land owned by the County (the "County Land"), which is occupied by the Brown County Sheriff's Department (the "Sheriff's Department"), the Brownwood Police Department, including dispatch operators and related employees (the "Police Department") and the Brownwood Municipal Court ("Municipal Court"), and contains a jail facility which is owned by the County (the "County Jail"); and,

WHEREAS, the City has been leasing a portion of the Center while it reimbursed the County for its pro-rata share of the costs of construction of the Center pursuant to the Agreement for the Construction, Ownership and Operation of a Joint City of Brownwood/Brown County Law Enforcement Center entered into on February 25, 1999 (the "Original Agreement"); and

WHEREAS, the City has reimbursed the County all of its pro-rata share of the costs of construction of the Center and has fulfilled all of its obligations under the Original Agreement; and

September 28, 2020  
(Exhibit #4)

WHEREAS, the Parties desire to enter into this Agreement to establish responsibilities for the joint operation of the Center and for the City's use of the County Jail to house prisoners jailed for Class C misdemeanors; now, therefore,

The City and the County agree as follows:

1. PURPOSE OF AGREEMENT.

The purpose of this Agreement is to: (i) transfer ownership of the area inside the Center occupied by the Brownwood Police Department and the Brownwood Municipal Court exclusively, to the City; transfer co-ownership of the common areas inside the Center used by both the City and County, to the City; transfer ownership of the areas outside the Center on the County Land used exclusively by the Brownwood Police Department and Brownwood Municipal Court, to the City; transfer co-ownership of the common areas outside the Center on the County Land used by both the City and County, to the City; (ii) to establish the responsibilities for the maintenance and repair of the Center; (iii) to establish the responsibilities for the payment of operating costs at the Center; (iv) to establish the responsibilities for insurance and risk of loss; and (v) to establish the terms upon which the County Jail may be used by the City to confine persons arrested for Class C misdemeanors can be confined in the County Jail.

2. TERM.

This Agreement shall begin on the 1st day of October, 2020, and extend for a term of ten (10) years until September 30, 2030 (the "Original Term"). It shall then be automatically renewed for an additional ten (10) year term (the "Additional Term") unless either Party gives the other Party twelve (12) months' notice prior to the end of the Original Term that the Additional Term is not allowed.

3. TRANSFER OF OWNERSHIP OF THE CENTER. No later than ninety (90) days after the Effective Date of this Agreement, the County shall execute a general warranty deed, free of all encumbrances, to the City conveying a fee simple interest to the City in the real property and improvements on the County Land which are designated for exclusive use and occupation by the City and an undivided one-half interest in the common areas jointly used and occupied by the City and the County, all as described and depicted in Exhibit "A."

4. MAINTENANCE AND REPAIR OF THE CENTER. The City and the County shall be responsible for establishing a schedule and procedures for building maintenance that treats all Parties equitably, and for developing, implementing and enforcing reasonable rules for the utilization of space in the Center. Throughout the term of this Agreement, the City and the County shall each be responsible for and assume all expenses for any of the following:

- (a) any maintenance or repair costs for the portion of the Center exclusively occupied by such Party shall be borne solely by the Party exclusively occupying the area;
- (b) any maintenance or repair costs pertaining to the common areas jointly occupied and used by the Parties shall be split equally by the Parties; and
- (c) the costs of any repairs for the areas exclusively occupied by the Parties or the common areas jointly occupied and used by the Parties, necessitated due to negligent or intentional conduct by such Party, and its employees, agents, or any person under the care, custody and control of such Party, shall be borne solely by the Party causing the damage.
- (d) the costs of janitorial services, currently provided by one (1) janitorial staff person, shall be split equally by the Parties;
- (e) the costs of grounds maintenance shall be split equally by the Parties.

5. OPERATING COSTS FOR THE CENTER.

Throughout the term of this Agreement, the City and the County shall each be responsible for and assume all expenses for any of the following:

(a) the internal operating costs, such as costs of personnel, supplies, equipment and other internal operating costs, applicable to, and utilized by such Party shall be borne exclusively by the Party utilizing same;

(b) utility charges shall be borne by the Parties in accordance with the square footage utilized by the Party exclusively and the square footage of the areas of the Center jointly used by the Parties, taking into consideration the various intensities of uses of these areas, as follows:

- i. Electricity and natural gas services for the Center are in the County's name, with the City reimbursing the County for twenty-three percent (23%) of the monthly costs of these services; and
- ii. Water, sewer and sanitation services for the Center are in the City's name, with the County reimbursing the City for ninety percent (90%) of the monthly costs of these services.

6. RISK OF LOSS AND INSURANCE FOR THE CENTER.

Throughout the term of this Agreement, the City and the County shall each be responsible for and assume all expenses for any of the following:

(a) Property Insurance. Each Party shall bear the risk of loss for the Center in proportion to their ownership interest in same, and each Party shall purchase their own casualty insurance.

(b) Public Liability Insurance. As long as the Center is used and occupied under the provisions of this Agreement, the City and the County shall each keep and maintain in full force and effect, at the individual expense of each, comprehensive public liability insurance providing bodily injury benefits to the full extent of the liability exposure of each under the Texas Tort Claims Act as to any claims or liability for injuries or damages that may occur in, on, or about the Center in any area under the exclusive or joint possession, use and control of each. In the event a joint policy of such comprehensive public liability insurance can be more economically acquired, then the City and the County shall divide the costs of such joint policy in proportion to their space occupied in the Center, prior to conveyance of a portion of the Center to the City, or in proportion to their ownership interest in the Center, whichever is applicable.

7. USE OF THE COUNTY JAIL.

The County agrees to provide the City with use of the County Jail to confine persons arrested for Class C misdemeanors under the following terms and conditions:

(a) All prisoners, once booked into the County Jail, shall be the responsibility of the County (except for hospitalization costs as described below).

(b) The County will provide a suitable work area for the Police Department in the immediate vicinity of the booking station for those personnel necessary to approve all charges and arrests prior to the booking process.

(c) The County will provide an adequate work station for Brownwood Police Officers to conduct interviews and write case reports in the County Jail.

(d) The County will ensure that the County Jail shall meet all standards of the Texas Commission on Jail Standards.

(e) The County shall hire and maintain sufficient personnel to incarcerate “Class C Misdemeanants.”

(f) If a City Class C Misdemeanant prisoner requires hospitalization due to sickness, or injuries received prior to booking, it will not be the County’s responsibility to pay the cost of hospitalization. Notwithstanding the foregoing, routine medical attention provided at the County Jail shall be included as the responsibility of the County.

(g) Cost. The County will provide the use of its County Jail to the City as described herein for and in consideration of the City paying the County for the use of three (3) beds, per day, at a price not to exceed \$35.00 per bed, whether or not the City uses the bed space or not. In the event that additional beds are used, the City shall pay a price not to exceed \$35.00 per bed, per day.

(h) Indemnity. The County agrees to indemnify, hold harmless and defend the City, its officers, agents and employees from liability for any and all claims, suits, demands, and/or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs and attorney’s fees, and other reasonable costs, arising out of or in connection with the County’s taking or having custody, care and control of City prisoners, including all such causes of action based upon common, constitutional, or statutory law, or based in part thereon.

8. MISCELLANEOUS.

8.1 Past-Due Amounts. Except as otherwise provided for herein, any amount owed to either Party hereunder which is not paid by the owing Party within thirty (30) days after the date such amount is due under this Agreement and is not in dispute shall accrue interest each day such

amount is not paid at the lesser of (a) an annual rate equal to the Prime Rate plus 2% or (b) the maximum rate permitted by applicable laws.

8.2 Choice of Law. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Texas, including with respect to all matters of construction, validity and performance, without giving effect to any choice of law rules thereof that may direct the application of the laws of another jurisdiction.

8.3 Severability. In the event that any of the provisions, or portions or applications thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the Parties shall negotiate an equitable adjustment in the provisions of this Agreement with a view toward effecting the purposes of this Agreement, and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected.

8.4 Notices and Correspondence. Any correspondence or notices required or permitted to be given by the City to the County hereunder shall be in writing and shall be addressed to:

Brown County  
200 S. Broadway  
Brownwood, Texas 76801  
Attn: County Judge

and any correspondence or notices required or permitted to be given by the County to the City hereunder shall be in writing and shall be addressed to:

City of Brownwood  
501 Center  
P.O. Box 1389  
Brownwood, Texas 76804  
Attn: City Manager

8.5 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior and contemporaneous written and oral agreements, proposals, negotiations, understandings and representations pertaining to the subject matter hereof, including, without limitation, the Original Agreement.

8.6 Amendments. No amendments or modifications of this Agreement shall be valid unless evidenced in writing and signed by a duly authorized representative of both Parties.

8.7 Survival of Provisions. All provisions of this Agreement that are to come into or continue in force and effect after the expiration or termination of this Agreement shall remain in effect and be enforceable following such expiration or termination.

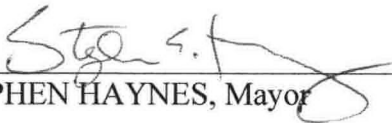
8.8 Counterparts. This Agreement may be signed in any number of counterparts and each counterpart shall represent a fully executed original as if signed by both Parties.

IN WITNESS WHEREOF, the City and the County have executed this Agreement as of the 28<sup>th</sup> day of September, 2020.

[Signature Page to follow]



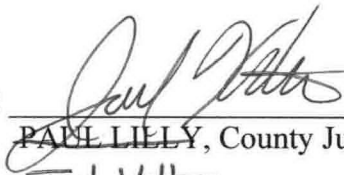
CITY OF BROWNWOOD:

By:   
STEPHEN HAYNES, Mayor

ATTEST:

  
CHRISTI WYNN, City Secretary

BROWN COUNTY

By:  Pro Tem  
PAUL LILLY, County Judge  
Joel Kelton