INTERLOCAL COOPERATIVE AGREEMENT

PROVIDING FOR THE HOUSING OF PRISONERS FROM

THE CITY OF BRYAN, TEXAS IN THE BRAZOS COUNTY JAIL

THE STATE OF TEXAS §

COUNTY OF BRAZOS §

This Agreement between the City of Bryan, a political subdivision of the State of Texas, and the County of Brazos, a political subdivision of the State of Texas, is made pursuant to the provisions of the Interlocal Cooperation Act, V.T.C.A., Government Code, Chapter 791.

WHEREAS, it has been found and determined by the Commissioners' Court of the County of Brazos, Texas, and by the City Council of the City of Bryan, Texas, that utilizing only one jail facility to serve the law enforcement agencies of the City of Bryan and the County of Brazos shall result in increased efficiency and economy to the citizens of the County of Brazos; and

WHEREAS, the Brazos County Jail and its attendant facilities are adequate enough to serve the law enforcement agencies of both the City of Bryan and the County of Brazos; and

WHEREAS, the County of Brazos and the City of Bryan desire to enter into an agreement by which the County of Brazos will house in its County Jail, and offer care for, prisoners of the City of Bryan according to the terms and conditions as set forth herein;

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, and benefits to the parties herein named, it is agreed as follows, to-wit:

I. PURPOSES OF AGREEMENT

1.01 The purposes of this Agreement are to provide a method whereby prisoners formerly housed in the City of Bryan jail can be transported directly to the Brazos County Jail for confinement.

II. TERM OF AGREEMENT

2.01 This Agreement shall commence on the 1st day of October 2014, and extend until the 30th day of September 2015. Thereafter, it will renew annually for three (3) additional one year periods unless either party issues notice of intent to terminate as outlined in Section XIV of this Agreement.

III. DEFINITIONS

3.01 City prisoner as used in this Agreement shall mean (a) a person arrested by a law enforcement officer for a Class C misdemeanor filed in Municipal Court and held in the Brazos County Jail prior to the

issuance of a jail commitment order by a magistrate, or (b) a person arrested solely for the violation of a City of Bryan Ordinance which involves the regulation of a purely municipal action.

3.02 State Prisoner means an individual who has been arrested by a law enforcement officer for a violation of a state statute and held in the Brazos County jail after the issuance of a jail commitment order by a magistrate.

IV. PROVISION OF JAIL SPACE

4.01 The Sheriff of the County of Brazos agrees to accept the custody of any City prisoner delivered at the Brazos County Jail by the City of Bryan Police Department provided that the prisoner does not require immediate medical attention prior to booking.

4.02 The Sheriff of the County of Brazos agrees to accept City Prisoners who have an injury or illness after the City of Bryan Police Department has obtained initial medical treatment for such prisoners, or when a prisoner has refused medical treatment from a medical facility. The arresting officer shall, prior to booking, furnish the Sheriff with reports showing any medical treatment, or that treatment was offered and refused by the prisoner. Further medical attention provisions are outlined in Section VIII herein.

4.03 If applicable, the Sheriff of the County of Brazos agrees to give preference and priority accepting the City of Bryan prisoners pursuant to the County of Brazos' agreements with various other political subdivisions of the State regarding housing their inmates.

V. LIABILITY FOR EXPENSES

5.01 The County of Brazos is liable for all expenses incurred while providing the safekeeping of prisoners confined in the Brazos County Jail pursuant to this Agreement and their personal effects, except as otherwise provided in the Agreement.

VI. PRISONER BOOKING AND DOCUMENT MAINTENANCE

6.01 All booking procedures utilized by City of Bryan Police Officers are those existent in the Brazos County Jail, or those involving changes as imposed by the Brazos County Sheriff after consideration and mutual agreement of the City of Bryan.

6.02 The Brazos County Sheriff will photograph and fingerprint City prisoners as is consistent with other county jail inmates. Photographs and Fingerprints will be maintained as is consistent with other county jail inmates. Copies of fingerprints and photographs are available to the City of Bryan Police Department upon request and as available.

6.03 The City of Bryan assumes responsibility for updating City prisoner records through the Texas Department of Public Safety Crime Records Service and Federal Bureau of Investigation as is consistent with State and Federal policies. The Brazos County Sheriff ensures appropriate reporting to State and Federal entities for State prisoners introduced by the City of Bryan Police Department, with copies of "rap" sheets requested on behalf of the City of Bryan Police Department.

6.04 The Brazos County Sheriff will supply a copy of an arraignment list reflecting City prisoners remaining in custody and in need of arraignment on each day, excluding weekends and holidays, by 8:00 a.m. to allow for arraignment scheduling before the City of Bryan Municipal Court Judge.

6.05 The City of Bryan must comply with Article 17.033 C.C.P. by taking city prisoners before a City of Bryan Municipal Court Judge within 24 hours of a warrantless arrest.

VII. BONDS AND FINES COLLECTION

7.01 The County of Brazos is not responsible for accepting bonds and payment of fines relating to offenses filed in City of Bryan Municipal Court.

VIII. MEDICAL ATTENTION

8.01 If it is obvious that immediate medical attention is needed by any individual at the time of arrest, or while the individual is still in the custody of the arresting officer, the City of Bryan is solely responsible for attempting to obtain satisfactory medical attention for such individual prior to such individual being delivered to the Brazos County Jail.

8.02 The County of Brazos agrees to offer all City prisoners which have been booked into the Brazos County Jail the same level of medical treatment received by State prisoners for routine medical treatment in the Brazos County Jail Infirmary at no additional cost to the City of Bryan. The City of Bryan will be advised of any medical problem(s) that a City prisoner may develop. If a City prisoner develops a major medical problem which requires immediate hospitalization or emergency room services, the Brazos County Jail physician will stabilize the patient affected to the extent it is practical to do what is necessary for stabilization prior to transfer, and the City of Bryan Police Department will be notified. However, if the apparent condition of the patient-prisoner is such that it appears to the health care provider in the Brazos County Jail Infirmary to be an emergency and delay could be harmful or possibly life-threatening, immediate hospitalization will be deemed necessary and the transfer will be immediate. The City of Bryan will be notified as soon as practical under these circumstances; however, the City of Bryan's consent for such transfer under these circumstances will be unnecessary and the City of Bryan will be responsible for the medical services costs incurred by a City prisoner under such circumstances.

8.03 If any major medical problem of a City prisoner as described in §8.02 hereof is determined to have been caused by the act, omission, and/or negligence of the County of Brazos, its employees, and/or its agents, then the County of Brazos is solely responsible for paying any and all medical expenses related to such injury.

IX. RELEASE OF PRISONERS

9.01 City prisoners are not to be released prior to serving their fines, including any credits allowed by law without the permission of the Municipal Court Judge.

X. COSTS

10.01 The City of Bryan agrees to pay the sum of Forty-Seven Dollars and Fifty Cents ($47.50) per City prisoner or arrestee per day housed in the Brazos County Jail, payable monthly on or about the 5th day of each month during the term of this Agreement. The County Sheriff will forward to the City of Bryan

Police Chief a documented invoice detailing the payment to which the County of Brazos is entitled for the previous month.

10.02 A prisoner day for the purpose of computing the charges to be paid by the City of Bryan to the County of Brazos means any period in excess of four (4) hours within any twenty-four (24) hour period beginning at 12:00 midnight of a given day prior to arraignment by a City Magistrate except for City ordinance violations not represented in State law (such costs shall be billed until release). Such costs may be audited each August during the term of this Agreement and any subsequent renewal term of the Agreement and will be readjusted (either increased or decreased) each year beginning on October 1st, based on the previous year's historical data on the actual cost of holding prisoners.

XI. INSPECTION OF BOOKS AND RECORDS

11.01 The County of Brazos will maintain complete books and records of all City prisoners. Books and records may be inspected at any time during regular business hours.

11.02 On or before the one-hundred-twentieth (120th) day after the end of the County of Brazos' fiscal year, the County of Brazos will supply, upon request, the City of Bryan an annual statement of all applicable bookings received at the Brazos County Jail on behalf of the City of Bryan during the preceding fiscal year. Such annual statements shall be prepared in such detail and on such forms as are determined to be mutually satisfactory to the County of Brazos and the City of Bryan. The City of Bryan, by written notice to the Brazos County Auditor's Office, may request other financial or statistical reports from the County of Brazos from time to time.

11.03 The County of Brazos will keep available for a period of three (3) fiscal years after each year of operations, the records of account of County of Brazos for such year and other pertinent information required by the provisions of this Agreement. Such records of account shall be accessible during usual business hours to the City of Bryan or its duly authorized agents or auditors for the purpose of verifying the information set forth in any annual statement, as described herein, or for the purpose of verifying compliance by the County of Brazos with the terms of this Agreement.

11.04 Upon written notice at any time within three (3) years after the end of any fiscal year of operations, the City of Bryan may cause, without cost to the County of Brazos, an inspection and audit to be made of the records of the County of Brazos relating to the operations on the City of Bryan's behalf. Such audit will be made to determine the correctness of the computation of payments made in the annual statement for the preceding year. If, as a result of such inspection and audit, it is established that refunds are due the City of Bryan, the County of Brazos shall, upon written notice by the City of Bryan, pay such refunds within thirty (30) days of such notice and the City of Bryan will do the same if the computation is reverse.

XII. COMPLIANCE WITH THE PRISON RAPE ELIMINATION ACT

12.01 The Brazos County Detention Center as an operation of the Brazos County Office of Sheriff will comply with the Prison Rape Elimination Act (PREA). The Detention Center has a Zero Tolerance Policy regarding sexual abuse and sexual harassment. The Detention Center will conduct a background investigation on all employees, volunteers, students, or other contractors that may have contact with inmates. Background checks will be conducted at least every five (5) years. The BCOS shall ensure that

all volunteers and contractors who have contact with inmates have been trained on their responsibilities under the agency's sexual abuse and sexual harassment prevention, detection, and response policies and procedures. Any contractor or volunteer who engages in sexual abuse is prohibited from contact with inmates and shall be reported to law enforcement agencies and to relevant licensing bodies, unless the activity was clearly not criminal. The facility will take appropriate remedial measures and prohibit further contact with inmates in the case of violation of sexual abuse or sexual harassment policies. The City of Bryan has an affirmative duty to disclose any misconduct in violation of the sexual abuse and sexual harassment policy. Material omissions regarding such misconduct, or the provision of materially false information, are grounds for termination of this agreement

XIII. LEGAL RESPONSIBILITY

13.01 The City of Bryan shall be responsible for all suits, claims, damages, losses, or expenses, including reasonable attorney's fees, arising out of the City of Bryan's performance or non-performance of the services and duties herein stated, but only in regard to transfer of prisoners by the City of Bryan and duties herein assigned to the City of Bryan and specifically excluding the actual incarceration of prisoners by the County of Brazos. The City of Bryan retains full responsibility for each prisoner until that prisoner has been processed into the Brazos County Jail.

13.02 The County of Brazos shall be responsible for all suits, claims, damages, losses and expenses, including reasonable attorney's fees, arising out of the County of Brazos' performance or non-performance of the services and duties herein stated, buy only in regard to the actual holding and incarceration of prisoners by the County of Brazos in the Brazos County Jail and specifically excluding the transfer of prisoners to and from the Brazos County Jail.

XIV. OTHER AGREEMENTS

14.01 It is expressly understood and authorized by the approval of this Agreement that the City of Bryan through its Chief of Police and the County of Brazos through its County Sheriff shall enter into a separate agreement or agreements regarding the day to day operation of housing prisoners in the Brazos County Jail, so long as the agreements do not conflict with the Agreement and do not create additional pecuniary obligations on the part of either party. These agreements may include, but are not limited to, booking procedures, identification procedures, warrant checks and records keeping.

XV. TERMINATION

15.01 Each party to this Agreement may terminate it by giving ninety (90) days prior written notice. The County of Brazos shall provide such notice to the City Manager. The City of Bryan shall provide such notice to the Brazos County Judge. Such notice of termination shall be given by certified mail, return receipt requested, to the appropriate party at the following addresses:

CITY OF BRYAN, TEXAS:
City Manager
P.O. Box 1000
Bryan, Texas 77805

BRAZOS COUNTY, TEXAS:
County Judge
200 S. Texas Ave., Suite 332
Bryan, Texas 77803

Brazos County Sheriff

1700 State Hwy. 21 West
Bryan, Texas 77803

XVI. SAVINGS CLAUSE

16.01 If one or more provisions or terms contained in this Agreement shall, for any reason, be held invalid, illegal, or otherwise unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision or term hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or term had never been contained herein.

APPROVED by Bryan City Council at a ~~regular~~ Special (mtg) meeting held on the 7th day of August, 2014.

ATTEST:

Mary Lynne Stratta, City Secretary

CITY OF BRYAN:

for Jason P. Bienski, Mayor

APPROVED AS TO FORM:

Janis K. Hampton, City Attorney

APPROVED by Brazos County Commissioners Court at a meeting held on the 5th day of August, 2014.

APPROVED:

Chris Kirk

Brazos County Sheriff

COUNTY OF BRAZOS

Duane Peters, County Judge

ATTEST:

Karen McQueen

Brazos County Clerk

APPROVED AS TO FORM:

Bill Ballard

Assistant County Attorney