

THE STATE OF TEXAS  
COUNTY OF STEPHENS

**INTERLOCAL AGREEMENT BETWEEN  
STEPHENS COUNTY AND THE CITY OF BRECKENRIDGE**

This Interlocal Agreement is made and effective as of the \_\_\_\_ day of January, 2024, by and between the Commissioners Court of Stephens County, Texas, (hereinafter referred to as "County") a political subdivision, acting pursuant to a resolution duly voted upon and passed during a regular called meeting of said Commissioner's Court, and the City Commission of Breckenridge, Texas, (hereinafter referred to as "City") a political subdivision, acting pursuant to a resolution duly voted upon and passed during a regular called meeting of said City Commission.

**THIS AGREEMENT IS MADE PURSUANT TO THE INTERLOCAL  
COOPERATION ACT OF THE TEXAS GOVERNMENT CODE.**

NOW, THEREFORE, in consideration of the following promises and covenants, and of the mutual benefits to accrue to the parties to this Agreement, the parties hereto, desiring to cooperate for the benefit of the citizens of the City of Breckenridge and Stephens County, Texas, in providing and carrying out their public functions and services, agree as follows:

**1. RECITALS.**

The County shall own and operate a law enforcement center and 48-bed jail facility in Breckenridge, Stephens County, Texas, for the benefit of the Stephens County Sheriff's Office ("Sheriff's Office") and the Breckenridge Police Department ("Police Department").

The County and the City desire to enter into this agreement in regard to the law enforcement center in order to ensure the benefit, safety, and welfare of the citizenry of Stephens County and the City of Breckenridge.

**2. COUNTY RESPONSIBILITY.**

The County shall employ and be responsible for all members of the Sheriff's Office. The jail facility shall be staffed by members of the Sheriff's Office.

The County shall pay for the law enforcement center's maintenance, primary upkeep, and repair.

The County shall house, support, maintain, and confine in the law enforcement jail facility all persons arrested by the Sheriff's Office and the Police Department and charged by complaint with an offense equal to or greater than a Class B misdemeanor which is within the jurisdiction of Stephens County, Texas and/or the Police Department.

The Stephens County Sheriff (the "Sheriff") shall be responsible for the operation of the Law Enforcement Center and Jail Facility. As such said Sheriff shall develop and implement a set

of Rules of Operation and distribute those rules to all County and City employees that are employed as Police Officers or Deputy Sheriffs or are stationed in the Law Enforcement Center.

### **3. CITY RESPONSIBILITY.**

The City Officers and Employees shall follow the Sheriff's Rules of Operation for the Law Enforcement Center and Jail Facility.

The City shall be responsible for all expenses associated for a "City Prisoner" including medical expenses, transportation, additional security for security to a medical facility. A "City Prisoner" shall be defined only as a person arrested by a City Police Officer and charged with a Class C Misdemeanor or a City ordinance violation, or confined for any reason by Municipal Court Judge.

### **4. BOOKING**

It is mutually agreed between the parties hereto that upon presentation by a City Police Officer of a City Prisoner, and either a signed complaint sworn to before a competent authority or a commitment or warrant signed by the Municipal Court Judge or other legal authority, the Sheriff will book the City Prisoner in the Law Enforcement Jail Facility and then become responsible for the care and custody of the City Prisoner and said City Prisoner's Property, subject to the limitations and conditions set forth herein. Bail for any person incarcerated under the provisions set forth herein is governed by the provisions of the Texas Code of Criminal Conduct.

City Officers shall process all City Prisoners through the identification procedure, before and after booking said City Prisoners into the Law Enforcement Center's Jail Facility; however, the Sheriff may, at his option, fingerprint and photograph all City Prisoners booked into the Law Enforcement Center's Jail Facility. During the booking process of a City Prisoner, all City Officers shall submit to the Sheriff's employee in charge of the jail shift at the time of such incarceration a Probable Cause Affidavit and a Criminal History Report at the time of booking for each and every City Prisoner to be housed at the Law Enforcement Center Jail Facility. The City Officer must notify the County employee in charge of the jail shift, in writing and at the time of booking, of any medical condition of the City Prisoner known to the arresting City Officer.

It is understood and agreed that, in the event of an emergency situation or condition or if the Jail Facility reaches maximum population as set forth by the Texas Jail Standards thereby forcing the Sheriff to be unable to book or continue to house City Prisoners in the Jail Facility, then the Sheriff may decline to book, house or continue to hold any City Prisoner in the Law Enforcement Jail Facility.

Further, in the event that a City Prisoner has to be "tasered" or "maced" by a City Officer, medical personnel will be summoned to the scene to assess the subject. This expense shall be paid by the City. If the medical assessment or other circumstances dictate the subject needs further medical treatment, the subject will be transported to the nearest medical facility for further evaluation. Medical treatment will not be refused for anyone who requests it or if, in the opinion of the Sheriff's Office personnel, the subject should receive such evaluations prior to booking.

Probes located in sensitive areas such as the face, neck, groin or breast will be removed by medical personnel. Removal of probes in other areas may be extracted City Officers at the direction of the scene supervisor. City Officers shall provide first aid following the removal of the probes by applying alcohol wipes or first aid cream and band-aids to the probe sites as needed.

In the event a City Prisoner has been "tasered" or "maced", at the time the City Prisoner is presented to the Law Enforcement Center for booking, housing, or holding, said arresting City Officer shall present to the Sheriff's Officer a written release from medical personnel or medical facility for the "tasered" City Prisoner.

## **5. MEDICAL**

The City agrees to furnish and reimburse the County for any and all costs associated with medical services including but not limited to medicine charges, physicians, medicine, hospitalization, prescription drugs, ambulance charges, dental expenses, optometry expenses, transportation expenses, and surgical expenses of City Prisoners if said City Prisoners become sick or injured before or after being booked in the Law Enforcement Center's Jail Facility.

The Sheriff shall summon any and all necessary medical help as needed in the sole opinion of the Sheriff Officer on duty or the Jail Staff personnel in charge. The City Officer shall be responsible for transporting City Prisoners; however, if a City Officer is unavailable to transport, then the Sheriff's Office shall transport such City Prisoner who needs medical attention without undue delay. The Sheriff Office's Officer in charge of the shift in which a City Prisoner is presented shall determine, upon presentation of any City Prisoner, as to whether at that time the City Prisoner shall be transported by the Police Department to a hospital at the time of booking. The City shall be responsible for transporting all Class C misdemeanors who need medical attention of any kind.

In the event that a City Prisoner must be hospitalized or taken off the Law Enforcement Center's premises for medical care of any description, the City shall be responsible for furnishing temporary guards and transportation for the City Prisoner as long as said City Prisoner is hospitalized or is receiving such medical care, treatment, or testing.

## **6. BAILIFFS**

The City agrees to furnish its own bailiffs to escort City Prisoners to and from the Breckenridge Municipal Court or any other location to which they may need to be transported.

## **7. DAMAGES**

The City agrees that if a City Prisoner willfully, intentionally, knowingly, recklessly, or negligently damages or destroys any part of the said Jail Facility or its contents thereof, the City will reimburse the County for the amount of the destruction, damages, or replacement caused by a City Prisoner.

## **8. UTILITIES**

The City shall pay all utility expenses for the Law Enforcement Center including electric expenses, gas expenses, water and sewer service, trash service and the increase in expense for the any additional bandwidth accommodating Police Department internet over and above the Sheriff's Office internet expenses. Further, the City shall be responsible for the phone services, cell service, long distance call expense and land line service for the east side of the Law Enforcement Center in which the Police Department is housed.

The County shall pay internet expenses, phone services, cell service, long distance call expenses, and land line service for the west side of the Law Enforcement Center in which the Sheriff's Office is housed.

## **9. JAIL CELLS**

This is agreed by the parties hereto that there shall be only two (2) beds made available for usage by the Police Department to house City Prisoners. It shall consist of one bed for a male and one bed for a female. Any time the Police Department has to have a prisoner housed in a neighboring county's jail facility, the City shall be responsible for any and all costs associated with this housing, any medical expenses, and any damages caused by said City Prisoner and all transportation expenses of such a prisoner and shall reimburse the County for these costs and expenses.

In the situation involving overcrowding, as determined under the Texas Jail Standards regulations, or housing emergencies, the City bed reservation shall be adjusted or terminated for a temporary period of time at the sole discretion of the Sheriff. Further, due to classification of inmate issues, this adjustment may be necessary to prevent housing of inmates in neighboring counties' jail facilities.

The law enforcement center jail facility shall be equipped with two (2) holding cells and two (2) detoxification cells. The parties agree and understand that no Class C misdemeanor inmates will be housed in either the holding cell or detoxification cell for more than 24 hours without being released by the arresting Department.

The City agrees to have all City Prisoners magistrate immediately the next day after incarceration.

If the law enforcement center jail facility is at its maximum capacity as designated by the Texas Jail Standards regulations, inmate classification, or other issues affecting the number of inmates and the City has a prisoner or prisoners being housed over and above the two-bed limit and a new prisoner is arrested and a bed is required, the City Prisoner shall be housed in a neighboring county jail. If this event takes place, the City shall be notified and if the City chooses not to release such prisoner, the City shall be responsible for all costs associated with the out-of-county housing of such City Prisoner including but not limited to transportation costs, medical costs, costs of guards, costs of housing charged by the neighboring counties. Further, in the event of overcrowding, a Class C misdemeanor City Prisoner shall be discharged by the Sheriff in order

to make additional beds available for prisoners charged with a more serious crime. However, in the event the City desires to have a Class C misdemeanor housed in a neighboring county rather than released, the City shall be responsible for transporting said City Prisoner at all times.

#### **10. ALTERATIONS AND REPAIRS.**

City officers and employees shall not make any structural alterations, additions, or other changes to the law enforcement center without the Sheriff's prior written consent.

City officers and employees must use customary diligence in maintaining the premises, parking area, and yard of the law enforcement center. City officers and employees must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter the premises without the written approval of the Sheriff.

No holes or stickers are allowed inside or outside the law enforcement center, except that a reasonable number of small nail holes for picture hanging in sheetrock walls and grooves of wood-paneled walls are allowable. There shall be no antennas, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or re-keying permitted unless prior written approval of the Sheriff is obtained. City officer and employees agree not to alter or remove property belonging to the law enforcement center, including alarm systems, smoke detectors, furniture (if any), telephone and cable and internet wiring, screens, locks, and security devices. Any improvements to the premises (whether or not the Sheriff consents) becomes the property of the law enforcement center unless the Sheriff agrees otherwise in writing.

#### **11. TERM.**

This Interlocal Agreement shall be for a period of one (1) year beginning October 1, 2024 and ending September 30, 2025. At that time, all terms of this Agreement shall be renegotiated between the parties currently in office at that time.

#### **12. NECESSITY FOR SERVICE.**

The City and the County acknowledge and agree that a part of the responsibilities of both the City and the County is for the betterment of the public welfare and the parties hereby agree that such responsibility makes it imperative that the performance of the services be undertaken by both the County and the City as a governmental function. Therefore, each and all of the parties to this Agreement hereby invoke the doctrine of governmental immunity to the maximum extent permitted by law.

#### **13. COMPENSATION.**

All parties to this Agreement agree and understand that this agreement is entered into solely for the limited purpose of protecting the health, life, and property of those individuals in the City of Breckenridge, Texas and Stephens County, Texas. Therefore, all parties hereto agree and understand that the City officers and employees shall not be entitled to wages, salary, pension, insurance, or any other type of compensation from the County for rendering any services described

herein, nor shall County officers and employees be entitled to wages, salary, pension, insurance, or any other type of compensation from the City while performing any duties described herein.

#### **14. QUALIFICATIONS.**

The City warrants and represents that its officers or employees who enforce the laws for the benefit of the City are fully qualified to provide the necessary services required under this Agreement and that all services will be provided in accordance with the generally accepted standards applicable thereto. All such officers or employees shall be duly licensed and all services provided hereunder shall be in accordance with Texas laws. Said officers or employees of the City shall observe and comply with all applicable Federal, State, and local laws, rules, and regulations.

The County warrants and represents that its officers or employees who enforce the laws for the benefit of the County are fully qualified to provide the necessary services required under this Agreement and that all services will be provided in accordance with the generally accepted standards applicable thereto. All such officers or employees shall be duly licensed and all services provided hereunder shall be in accordance with Texas laws. Said officers or employees of the City shall observe and comply with all applicable Federal, State, and local laws, rules, and regulations.

#### **15. TEXAS TORT ACT.**

The County may be responsible for the acts or failures to act of its Sheriff's Office employees, agents, or servants, but provided, however, such responsibility shall be subject to the terms, provisions, and limitations, of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act. The City may be responsible for the acts or failures to act of its Police Department, employees, agents, or servants, but provided, however, such responsibility shall be subject to the terms, provisions, and limitations, of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act.

#### **16. INDEMNIFICATION.**

To the extent allowed by law, the City shall indemnify, defend, and hold harmless the County, with respect to any claims, demands, actions, costs, and other expenses including attorney fees, court costs, or mediation expenses resulting from any errors, omissions, torts, or other negligent acts or omissions of the officers or employees of the City who are acting under this Agreement, unless the officers or employees are acting under the direct supervision of a member of the Sheriff's Office.

To the extent allowed by law, the County shall indemnify, defend, and hold harmless the City, with respect to any claims, demands, actions, costs, and other expenses including attorney fees, court costs, or mediation expenses resulting from any errors, omissions, torts, or other negligent acts or omissions of the officers or employees of the County who are acting under this Agreement, unless the officers or employees are acting under the direct supervision of a member of the Police Department.

#### **17. PRIOR AGREEMENTS.**

This Agreement shall supersede any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. No other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding between the parties hereto.

**18. SEVERABILITY.**

This agreement is entire as to all the performances to be rendered under it. Breach of any obligation to be performed by either party shall constitute a breach of the entire agreement and shall give the non-breaching party the right to immediately terminate this agreement.

If any term, provision, covenant, or condition of this agreement is held to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

**19. FORCE MAJEURE.**

In the event that either party hereto shall be prevented, interrupted, or delayed by any occurrence from completing their required performance of their obligations or undertakings hereunder by an act of God, the result of war, riot, civil disorder, sovereign conduct, or the act or conduct of any person or persons who are not parties or privy hereto or any other occurrence whatsoever which is beyond the control of either party hereto, then that party shall be excused from any further performance of that party obligations and undertakings hereunder for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

**20. LAW AND VENUE.**

This Interlocal Agreement is governed by the laws of the State of Texas and all obligations under this Interlocal Agreement are performable in Stephens County, Texas.

**21. AMENDMENTS OR MODIFICATIONS.**

This Agreement may be amended or modified at the written request of either party hereto and with by a majority vote of the County Commissioner's Court and the City Commission with a thirty-day written notice to the other party. No amendment or modification of this Agreement shall be valid or binding unless in writing and enacted by both the County Commissioner's Court and the City Commission of the City.

**22. NOTICES.**

Any notice required under this Agreement shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth herein for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address specified herein.

Address of the County:

Honorable Michael Roach (or his successor in Office), Stephens County Judge  
Stephens County Courthouse  
200 W. Walker, Breckenridge, Texas 76424

Address of the City:

Office of the City Manager, Cynthia Northrop (or her successor in office)  
105 N. Rose, Breckenridge, Texas 76424

**This Interlocal Agreement was duly approved by the City Commission of the City of Breckenridge on the 7<sup>th</sup> day of January 2025.**

\_\_\_\_\_  
Cynthia Northrop, City Manager

ATTEST:

\_\_\_\_\_  
Jessica Sutter, City Secretary

S E A L

**This Interlocal Agreement was duly approved by the Commissioners Court of Stephens County on the \_\_\_\_\_ day of \_\_\_\_\_ 2025.**

\_\_\_\_\_  
Michael Roach, County Judge

ATTEST:

\_\_\_\_\_  
Jackie Ensey, County Clerk