

**Memorandum of Understanding for Use of City Facilities During a Local Emergency or  
Disaster between the Ron Jackson State Juvenile Correctional Complex  
and the City of Brownwood**

This Memorandum of Understanding (MOU) is made and entered into this 8<sup>th</sup> day of August, 2012, by and between the Ron Jackson State Juvenile Correctional Complex, a state agency of the State of Texas (hereinafter referred to as "RJSJCC"), and the City of Brownwood, a Texas home rule municipality (the "City").

**RECITALS**

WHEREAS, the RJSJCC desires to establish a formal working relationship with the City for emergency and disaster planning in instances where a local emergency or natural or man-made disaster ("local emergency or disaster") affects youth who are housed at the RJSJCC in Brownwood; and

WHEREAS, City sites, including the Brownwood Coliseum, could be used for temporary shelter by the RJSJCC for affected youths at its Brownwood facility in the event of a local emergency or disaster; and

WHEREAS, there is a significant public need for the use of City facilities that might arise during a local emergency or disaster.

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

The City of Brownwood agrees that it will permit the RJSJCC to use the Brownwood Coliseum or other comparable City facilities, as determined by the City in its sole discretion, for providing temporary shelter (for up to 48 hours until the agency makes arrangements to return them to the facility or elsewhere) in the event of a local emergency or disaster in which affected youth will be in need of temporary shelter and emergency feeding services, if needed. The RJSJCC's rights to use the Brownwood Coliseum or other comparable City facility is subject to the needs of the City in the event of a local emergency or disaster to use City facilities for emergency response for its citizens. In the event that the Brownwood Coliseum or other City facility is not available, the City will cooperate with RJSJCC and use reasonable efforts, but have no obligation, to find other suitable facilities for shelter for its affected youth.

The City's responsibilities shall be (subject to the right of the City to not provide its facilities as stated above):

- Allowing the use of the facility and all utilities (gas, electric, water, and telecommunications) normally associated with its daily operational use.
- Providing use of all rooms, fixtures, and equipment existing at the facility that is deemed necessary for on-site use during the period of the emergency.
- Providing at least one person on-site during the period of emergency use with access to the rooms, fixtures, and equipment described above.
- Maintaining an inventory listing of equipment, supplies, food, and facilities.

The RJSJCC's responsibilities shall be:

- Notifying the City for the need for sheltering or mass feeding and, if possible, the approximate number of disaster victims needing shelter/feeding services.
- Providing personnel in adequate numbers for staffing and supervising of youth temporarily housed in City facilities.
- Providing medical care for all affected youth temporarily housed in City facilities.
- Providing security at the mass dispensing sites or temporary shelters to ensure the safety of the youth temporarily housed in City facilities and the protection of the City facilities.
- Providing food service workers and any food needed by the youth temporarily housed at the City facility.
- Providing prompt reimbursement to the City for all costs and expenses including, without limitation, staffing of the Brownwood Coliseum or other City facility under this memorandum of understanding.

To the extent allowed by law, RJSJCC agrees to indemnify, hold harmless, and defend (at the City's option and request) the City, its governing body, City Councilmen and Mayor, officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, attorney's fees, actions, or damages of any nature including, without limitation, liability for injuries or death of any person or persons and damages to any property arising in any manner out of or in connection with any act, error, or omission on the part of RJSJCC, its officers, employees, and agents in the use of City facilities under this memorandum of understanding, in connection with, or as a result of this memorandum of understanding.

This memorandum of understanding shall take effect upon its signing by authorized representatives of each organization. It may be amended by mutual agreement of both parties and will remain in effect until terminated by either party, with or without cause, at any time upon giving written notice to the other party not less than thirty (30) days in advance of the proposed termination date. All parties will periodically review this agreement and coordinate such revisions as may be necessary. Nothing herein will create any joint venture, partnership, or other business association nor shall either party enter into obligation or commitment on behalf of the other. The points of contact for each organization will be reviewed annually.

  
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8.6.12  
Date  
Robin McKeever  
Deputy Executive Director, TJJD  
for Ron Jackson SJCC

  
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8-15-12  
Date  
Bobby Rountree  
City Manager  
City of Brownwood