

COUNTY OF BRAZOS §
STATE OF TEXAS §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN COUNTY OF BRAZOS, TEXAS AND BRAZOS COUNTY COMMUNITY
SUPERVISION AND CORRECTIONS DEPARTMENT IN RELATION TO THE
RECOVERY COURT PROGRAMS**

This Agreement is made effective as of this ____ day of _____, 2026, by and between **BRAZOS COUNTY, TEXAS** hereinafter referred to as “**County**”, and the **BRAZOS COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT** hereinafter referred to as “**CSCD**” pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, Texas Government Code, Chapter 791, authorizes local governments of the state to enter into contracts for governmental function and services to increase their efficiency and effectiveness; and

WHEREAS, the County is a local government as defined in the Texas Government Code, Section 791.003(4), and possesses the authority to enter into this Agreement, and have entered into this Agreement by the action of its government body in the appropriate manner prescribed by law; and

WHEREAS, the County is entering into this Agreement pursuant to its authority under Texas Government Code, Chapter 76.007 for the limited purpose of assisting with the financing of programs operated by CSCD; and

WHEREAS, the County therefore desires to expend funds to assist CSCD with the expenses of maintaining its Recovery Court in Brazos County; and

WHEREAS, the County and CSCD desire to clarify the terms and conditions of the uses of such funds proved by Brazos County;

NOW THEREFORE, for and in good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the County and CSCD hereby agree as follows;

1. Statement of Services to be Performed

CSCD will perform the following services.

- A. The CSCD will provide two supervision officers and one Senior Substance Abuse Counselor to the Brazos County Recovery Court (Court ID 58). The CSOs and Senior Substance Abuse Counselor assigned to this program shall be approved by the presiding judge of the Recovery Court (Court ID 58) program.
- B. CSCD shall be solely responsible for the employment and management

of the CSOs and Senior Substance Abuse Counselor. The County will have no input into CSCD decisions with regard to management or work of CSCD personnel, although **the work of the CSCD personnel assigned shall be primarily Recovery Court (Court ID 58) duties.**

- C. The assigned CSOs and Senior Substance Abuse Counselor shall remain the employees of the CSCD and shall be eligible for all state benefits, incentives, merit increases, and promotions afforded to other CSCD officers and employees.
- D. The assigned CSO's and Senior Substance Abuse Counselor's salary shall be paid through the CSCD department budget and the CSOs will have caseloads that consist solely of (100%) of Recovery Court participants and/or Recovery Court graduates.

2. Contract amount and basis for calculating costs.

The amount of this funding contract will not exceed **Two Hundred Eighty Thousand Dollars and No Cents** (\$280,000). At the time of this contract the estimated amount of funding is **Two Hundred Seventy Thousand Six Hundred Forty-Two Dollars and Sixty-Eight Cents** (\$270,642.68). This amount is intended to cover the salary and benefit costs of the two CSCD Officers and Senior Substance Abuse Counselor assigned to the Brazos County Recovery Court. The Contract funds will be paid through the BCRC budget.

3. Term of Agreement

This Contract is effective on October 1, 2026. The Contract will terminate on September 30, 2027, or upon written request of either party with 30 calendar days' written notice whichever occurs earlier.

4. Payment for Services

CSCD will submit quarterly invoices to the County. County will remit payment to CSCD approximately 30 calendar days after County's receipt of the invoice. County will only make quarterly payments for amounts actually paid to the CSCD employees assigned to the Recovery Court.

5. Audit

CSCD agrees to give County and its authorized representatives' access to, and the right, to examine expenditures in relation to the Recovery Court.

6. Conflict of Law

Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the

affected provision(s) of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

7. No Waiver

No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

8. Entire Agreement

This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connections with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by CSCD and County.

9. Venue and Choice of Law

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazos County, Texas. The parties hereby consent to personal jurisdiction in Brazos County, Texas.

10. Notice

Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Brazos County:

Duane Peters, County Judge
200 S. Texas Avenue, Suite 332, Bryan, TX 77803
Email: dpeters@brazoscountytexas.gov
Phone: 979-361-4101

Brazos County Community Supervision and Corrections Department

Jennifer Goerig, CSCD
Director 321 E. 26th Street, Suite 300
Bryan, Texas 77803
Email: jgoerig@brazoscountytexas.gov
Phone: 979-361-4429

Each notice which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, it mailed, at such time as it is deposited in the United States mail.

11. Successors

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, executors, administrator, and legal administrators, where permitted by this Agreement.

12. Assignment

This Agreement shall not be assignable.

13. Headings

The headings and captions contained in this Agreement are solely for the convenience of reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

14. Non-Discrimination

This Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County and CSCD policy, including without limitation race, color, national origin, religion, sex, age, veteran status, or disability.

15. Authority to Executive

The execution and performance of this Agreement by CSCD and County have been duly authorized by all necessary laws, resolutions corporate action, and this Agreement constitutes the valid and enforceable obligations of CSCD and County in accordance with its terms.

16. Governmental Purpose

Each party hereto enters into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided

17. Indemnification

CSCD shall indemnify and hold County harmless from any and all claims, actions, liability, and expenses (including costs of judgements, settlements, court costs, and attorneys' fees, regardless of outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement. Upon written notice from the County, the CSCD will resist and defend at its own expense, and by counsel reasonably satisfactory to County, any such claim or action.

18. Commitment of Current Revenues Only

In the event that during any term, the Brazos County Commissioners Court does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performances of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party.

(Signature Page to Follow)

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers thereon the day and the year first written above.

BRAZOS COUNTY

CSCD

Duane Peters
County Judge

Jennifer Goerig

Jennifer Goerig
CSCD Director

Date

6/4/26

Date

ATTEST:

Karen McQueen
County Clerk

Date

