

## **MEMORANDUM OF UNDERSTANDING**

**Whereas**, Dickinson County and the City of Abilene have come together to collaborate in certain areas for the benefit of both governing bodies, and

**Whereas**, Dickinson County had identified a number of issues that exist within the current courthouse and county jail facility that pose an ongoing risk to the citizens of Dickinson County, and

**Whereas**, courthouse issues include but are not limited to an overcrowded and a deficient functioning jail facility, court facilities that lack adequate security functionality, office spaces for the sheriff's department and district court that lack adequate space for operations, and deficient and aged HVAC, electrical, and plumbing issues throughout the whole courthouse structure, and

**Whereas**, the City of Abilene has identified a number of issues that exist within the current city building and police department that include but are not limited to an aged deteriorated building, lack of office and operational spaces, and operational functionality and security issues with the municipal court, and

**Whereas**, Dickinson County and the City of Abilene recognize the significant cost to the taxpayers to address these issues and acknowledge the costs would be much greater if each entity proceeded separately, and

**Whereas**, both the county and the city have a common interest in providing public safety and law enforcement services through the operation of the Abilene Police Department and the Dickinson County Sheriff's Department, and

**Whereas**, both entities operate court systems whereby individuals are charged and/or incarcerated for various crimes that must be adjudicated preferably in a safe and secure environment both for the defendants, inmates, as well as the law enforcement agencies and members of the general public, and

**Whereas**, the sharing of resources required for public safety and judicial functions will ultimately save taxpayers hundreds of thousands of dollars and increase the security for those involved in providing that service and the public as well.


**Now, Therefore**, it is hereby agreed by and between the parties as follows:

- Dickinson County and the City of Abilene hereby commit to working collaboratively to provide the most efficient and effective cost savings for their respective taxpayers.
- Dickinson County plans to construct a new justice center to include a new jail, district court offices, courtrooms, and plans to renovate and upgrade the existing courthouse to include HVAC, plumbing, electrical, and windows.

- Dickinson County will provide adequate space in the existing courthouse building for the Abilene Police Department to locate administrative offices and will provide adequate space within the new justice center for use by the Abilene Police Department for purposes such as evidence processing, storage and weapons management.
- Dickinson County will include the renovation of the Abilene Police Department within the Justice Project for purposes of design, bidding, and bonding of the project.
- Dickinson County will provide at no additional cost, security measures to include managing the access control and building security for the Abilene Police Department while their offices are located within the Dickinson County Courthouse.
- The City of Abilene agrees to pay costs associated with the renovation and upgrade to the space provided to the City, as previously designed.
- Dickinson County agrees to include the costs of the Abilene Police Departments renovation within the total project bond and to allow the City of Abilene to lease the renovation for a period of time that satisfies the amount of their investment to include any bonding and interest costs borne by their portion of the project.
- The City of Abilene agrees to pay an appropriate share of utilities, maintenance, and custodial services as required and mutually agreed upon by both entities.
- Dickinson County agrees to designate one courtroom for use by the Abilene Municipal Court at a rate to be determined by the entities.
- Both entities agree and understand that the above agreements can only be met assuming that adequate funding for their respective agency is approved and available.

This memorandum of understanding shall be in effect upon execution and will continue in effect until such time as either party makes written notification to the other of termination of the agreement.

We the undersigned, as representatives of the respective government entity, have read, agree, and approve this MOU.

  
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 Dee Marshall  
 Mayor, City of Abilene

Date: 6-26-17

  
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 Lynn Peterson  
 Chairman  
 Dickinson County Commission

Date: 6-29-17