

STATE OF TEXAS

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COUNTY OF FORT BEND

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**INTERLOCAL COOPERATION AGREEMENT FOR EMERGENCY JAIL SERVICES
BETWEEN WHARTON COUNTY AND FORT BEND COUNTY**

This agreement is entered into by and between Fort Bend County, Texas, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, hereinafter referred to as "Fort Bend," and Wharton County, Texas, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, hereinafter referred to as "Wharton."

WITNESSETH

WHEREAS, TEXAS GOVERNMENT CODE, Chapter 791, authorizes a local government of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

WHEREAS, Fort Bend and Wharton are local governments as defined in the TEXAS GOVERNMENT CODE, Section 791.003(4), who have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law;

WHEREAS, Wharton seeks to secure emergency housing during periods of public emergency in which evacuation of Wharton is recommended or mandated by the State, County or Municipal Offices of Emergency Management;

WHEREAS, Fort Bend can provide services and the facilities for detention of Wharton inmates that meet the requirement of the Texas Commission on Jail Standards and other applicable Texas State and federal law as applicable to prison facilities; and

WHEREAS, Fort Bend and Wharton specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party.

NOW THEREFORE, in consideration of the premises, and of the terms, provisions, and mutual promises herein contained which fairly compensate the performing party, it is mutually agreed as follows:

ARTICLE ONE

TERM AND TERMINATION

- 1.01 **TERM.** This Agreement shall commence upon execution by Fort Bend and shall be effective through September 30, 2016.
- 1.02 **RENEWAL.** This Agreement shall automatically renew each October 1, unless terminated as provided for in Section 1.03 of this Agreement. Fort Bend shall provide sixty (60) days notice of any change to the per diem rate for detention services for subsequent terms.
- 1.03 **TERMINATION.** Termination shall be allowed as follows:

- 1.03.1 Except as provided in Article 1.05, this Agreement may be terminated without cause prior to the expiration of the term herein at the option of either Fort Bend or Wharton upon the giving of thirty (30) days written notice to the other party in the manner and form provided for herein. The termination of the Agreement shall be effective upon the last day of the month in which the expiration of the thirty (30) day period occurs.
- 1.03.2 This Agreement is also subject to termination upon the occurrence of an event that renders performance hereunder by Fort Bend impracticable or impossible, such as severe damage or destruction of Fort Bend's facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any Wharton's inmates.

ARTICLE TWO

SERVICES PROVIDED BY FORT BEND

- 2.01 **NOTIFICATION.** Fort Bend has no obligation to provide services until notified by Wharton that emergency detention services are needed in accordance with Article 3.02. Fort Bend will notify the Texas Commission on Jail Standards of the impending temporary housing
- 2.02 **WARRANTY.** Fort Bend warrants the services and the facilities provided for detention of inmates meets the requirement of the Texas Commission on Jail Standards (TCJS) and other applicable Texas State and federal law as applicable to prison facilities.
- 2.03 **LOCATION AND OPERATION OF FACILITY.** Fort Bend shall provide the detention services described herein at the Fort Bend County Jail located at 1410 Williams Way Blvd., Richmond, TX 77469.
- 2.04 **CARE OF INMATES.** Fort Bend will confine inmates and give them reasonable and humane care and treatment, consistent with the TCJS and other express provisions in this Agreement. Fort Bend will during both intake and release of each inmate: provide, as set out herein, for inmates physical needs, make available programs, treatment and training consistent with their individual needs and requirements herein, retain them in safe custody, maintain proper discipline and control, make certain inmates receive no privileges except those generally afforded other inmates and that the judgements and orders of the committing court and Board of Parole and Post Prison Supervision are faithfully executed
- 2.05 **HOUSING.** Fort Bend will provide housing and food to Wharton inmates and Wharton Jail staff to the maximum capacity allowed by the Texas Commission on Jail Standards and in accordance with the terms of this Agreement. Fort Bend shall record the time of arrival and departure of each Wharton inmate and staff housed in Fort Bend pursuant to this agreement.
- 2.06 **CLASSIFICATION CRITERIA.** Fort Bend shall make reasonable efforts to utilize classification criteria consistent with that utilized by Wharton but may refuse to accept inmates from Wharton when necessary.
- 2.07 **MEDICAL RECORDS.** Wharton agrees to provide Fort Bend with a copy of each inmate's medical, dental and mental health record(s) for the purposes of continuity of care. Fort Bend agrees to maintain a confidential record of the health care of each inmate. A copy of each inmate's record shall be returned to Wharton at the time each Wharton inmate is returned.
- 2.08 **MEDICAL SERVICES.**
- 2.08.1 **ROUTINE MEDICAL SERVICES.** Fort Bend shall provide routine medical services to inmates. Routine Medical Services include on-site sick call (when provided by Fort Bend or contracted on-site staff); routine medical supplies (items normally found in floor stock, items customarily used in the course of treatment) and non-prescription, over-the-

counter/non-legend and routine drugs and medical supplies for Wharton inmates. Routine medical services shall be covered by the per diem rate set under this Agreement.

2.08.2 NON-ROUTINE MEDICAL SERVICES. The per diem rate does not cover Non-Routine Medical Services. Non-Routine Medical Services include medical/health care services provided outside of Fort Bend's facility or by other than Fort Bend facility staff, prescription drugs, and treatment, or surgical, optic and dental care. The per diem rate also does not cover the costs associated with the hospitalization of any inmate. Fort Bend may invoice Wharton for any and all such additional services.

2.09 OFF-SITE MEDICAL SERVICES. Wharton shall be informed of any Wharton inmates receiving emergency medical care, including but not limited to hospitalizations, that results in off-site services as soon as practicable after the service occurs ((not more than one (1) working day)). Fort Bend will assist Wharton to monitor utilization of off-site services by providing information about the course of an inmate's care and treatment. Wharton may elect to retake and return to Wharton's physical custody of an inmate to manage costs and utilization of services.

2.10 FEES FOR ADDITIONAL MEDICAL SERVICES. Through this Agreement, Wharton authorizes Fort Bend to arrange for the off-site provider and to bill Wharton for the costs of hospitalization and/or medical care for any Wharton inmate in accordance with the terms of this Agreement. Fort Bend shall provide Wharton with monthly invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.

ARTICLE THREE

SERVICES PROVIDED BY WHARTON

3.01 INITIATION OF SERVICES. The decision to evacuate inmates from the Wharton County Jail shall be made at the sole discretion of the Wharton County Sheriff. The Wharton County Commissioners Court delegates and authorizes the Wharton County Sheriff to expend funds for the purpose of utilizing the services to be provided by Fort Bend under this agreement.

3.02 NOTIFICATION TO FORT BEND. The Wharton County Sheriff shall provide notification that emergency detention services are needed to the Fort Bend County Sheriff at least twelve hours before transporting inmates to the Fort Bend County Jail.

3.03 NOTIFICATION TO TCJS. The Wharton County Sheriff shall also notify the Director of Texas Commission on Jail Standards that inmates are being evacuated to the Fort Bend County Jail.

3.04 CUSTODY. Wharton staff shall be solely responsible for the custody and guarding of its own inmates within the facilities of the Fort Bend County Jail; Fort Bend will maintain its own personnel to operate controls and communication within the Jail at all times and shall assist Wharton staff as needed to familiarize them with the methods of operation and protocol of the Fort Bend County Jail.

3.05 TRANSPORTATION TO AND FROM WHARTON FACILITY. Wharton is solely responsible for the transportation of inmates, staff and supplies between the Fort Bend County Jail and the Wharton Facility. In the event that Wharton is unable to provide such transport, Wharton may make a request to Fort Bend for assistance with such transportation and when resources are available as determined by Fort Bend, Fort Bend may assist by providing such transportation. Fort Bend may invoice Wharton for any and all additional services.

3.06 TRANSPORTATION FOR MEDICAL SERVICES. Fort Bend agrees to provide ambulance and other transportation for Wharton inmates to and from local off-site medical facilities and will invoice

Wharton in accordance with Section 2.07 above. Wharton County Jail staff shall accompany Wharton's inmates to the Fort Bend County Jail—including correctional officers, and deputies.

- 3.07 **SPECIAL MEDICAL NEEDS.** In the event that a Wharton inmate must be segregated and placed on suicide watch, the inmate will be placed in the medical unit utilized by Fort Bend for such watches, and a Wharton staff member shall maintain the watch over such inmate.
- 3.08 **INMATE MEDICAL REPORT.** Upon request from Wharton, Fort Bend will provide an inmate report of health care provided.
- 3.09 **SUPPLIES.** Wharton is responsible for all supplies used by Wharton inmates and staff during the pendency of the evacuation, including: bedding, clothing, Non-Routine medical supplies, and any other goods necessary for the maintenance of the good health and well-being of the inmates. In the event that Wharton is unable to secure such supplies, Wharton may make a request to Fort Bend for assistance with such supplies and when resources are available as determined by Fort Bend, Fort Bend may assist by providing such items. Fort Bend may invoice Wharton for any and all additional supplies.
- 3.10 **MEALS.** Wharton shall cooperate with Fort Bend to create a meal schedule to ensure all inmates are fed on a regular schedule. Wharton shall provide any information related to special dietary restrictions for Wharton inmates.
- 3.11 **TRANSPORTATION FOR COURT APPEARANCES.** Wharton will be responsible for the transportation of inmates for all court proceedings and hearings and during court appearances in Wharton. In the event that Wharton is unable to provide such transport, Wharton may make a request to Fort Bend for assistance with such transportation and when resources are available as determined by Fort Bend, Fort Bend may assist by providing such transportation. Fort Bend may invoice Wharton for any and all additional services.
- 3.12 **TRANSPORTATION TO AND FROM TDCJ.** Wharton is responsible for the transport of Wharton's inmates to the Texas Department of Criminal Justice, Institutional Division. In the event that Wharton is unable to provide such transport, Wharton may make a request to Fort Bend for assistance with such transportation and when resources are available as determined by Fort Bend, Fort Bend may assist by providing such transportation. Fort Bend may Wharton invoice for any and all additional services.
- 3.13 **SPECIAL PROGRAMS.** The per diem rate set out in this Agreement covers basic custodial care and supervision and does not include special educational, vocational or other programs provided to inmates in Fort Bend's facilities. The parties may contract by written agreement to the provision of special programs.

ARTICLE IV **ADMITTING AND RELEASING**

- 4.01 **RETURN OF INMATES TO FORT BEND.** Fort Bend shall be responsible for the admitting and releasing of inmates placed in Fort Bend's facility. Fort Bend will maintain records of all such transactions in a manner agreed upon by Fort Bend and Wharton and provide such records to Wharton upon request.
- 4.02 **RETURN OF INMATES TO WHARTON.** Upon demand by Wharton, Fort Bend will relinquish to Wharton physical custody of any inmate. Upon request by Fort Bend, Wharton will resume custody of any inmate so requested within ten (10) calendar days, or unless a different time is agreed upon by both parties.

ARTICLE V
FINANCIAL PROVISIONS

5.01 Both Fort Bend and Wharton acknowledge and agree that Fort Bend shall recover any and all costs imposed on Fort Bend as a result of this Agreement and that cost recovery is a material inducement for Fort Bend agreeing to provide services pursuant to this Agreement.

Wharton shall pay Fort Bend as indicated:

5.02 The per diem rate for detention services under this agreement is \$30.00 (thirty dollars and 00/100). This rate covers one inmate per day. A portion of any day shall count as a full day under this agreement.

5.03 The per meal rate to feed Wharton staff under this agreement shall be consistent with the existing meal rate in place for Fort Bend staff at the time of the emergency detention period and Wharton staff meal request. This rate covers one staff meal per request.

5.04 In the event that Fort Bend incurs any additional cost as a result of services provided to Wharton but not addressed herein, Fort Bend shall invoice Wharton for the cost which shall include sufficient detail to distinguish the additional cost from the specified per diem rates.

5.05 Upon departure of the last Wharton inmate from the Fort Bend County Jail and without reasonable delay, Fort Bend shall invoice Wharton for services provided and cost incurred. Such invoice shall include a list of each of the inmates and staff housed, as well as the number of calendar days per inmate and staff.

5.06 Invoices shall be submitted to the officer designated to receive the same on behalf of Wharton. Wharton shall make payment to Fort Bend within thirty (30) calendar days after receipt of the invoice. Payment shall be in the name of Fort Bend County, Texas and shall be remitted to:

Fort Bend County Treasurer
301 Jackson, Suite 514
Richmond, Texas 77469

5.07 Amounts not timely paid in accordance with the above procedure may bear interest at the lesser of the annual percentage rate of ten percent (10%) per annum, or the maximum legal rate applicable thereto, which shall be a contractual obligation of Wharton under this Agreement. Wharton further agrees that Fort Bend shall be entitled to recover its reasonable and necessary attorneys fees and costs incurred in collection of amounts due under this Agreement.

ARTICLE VI
ENTIRETY

This agreement contains all the terms agreed to by the parties relating to its subject matter. **It replaces all previous discussions, understandings, and agreements.** Any previous Emergency Housing Agreement between the Wharton County and Fort Bend County are hereby terminated.

ARTICLE VII
MISCELLANEOUS

- 7.01 TO THE EXTENT ALLOWED BY LAW, WHARTON AGREES TO AND SHALL INDEMNIFY, SAVE AND HOLD HARMLESS AND DEFEND FORT BEND, ITS OFFICIALS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES (WHETHER 1ST PARTY OR 3RD PARTY) AND RELATED COSTS, FOR PERSONAL INJURY DEATH OR PROPERTY DAMAGE, DESTRUCTION OR LOSS ARISING OUT OF OR CONNECTED IN ANY WAY WITH THE PERFORMANCE OF WHARTON'S RESPONSIBILITIES UNDER THIS AGREEMENT, WHERE SUCH PERSONAL INJURY, DEATH OR PROPERTY DAMAGE, DESTRUCTION OR LOSS IS CAUSED BY WHARTON'S SOLE NEGLIGENCE OR ITS SOLE INTENTIONAL ACT OR OMISSION OR WHERE SUCH PERSONAL INJURY , DEATH, OR PROPERTY DAMAGE, DESTRUCTION, OR LOSS IS CAUSED BY THE JOINT NEGLIGENCE OF WHARTON AND ANY OTHER PERSON, OR ENTITY OR THE JOINT INTENTIONAL ACT OR OMISSION OF WHARTON AND OTHER PERSON OR ENTITY.
- 7.02 **BINDING NATURE OF AGREEMENT.** This agreement is contractual and is binding upon the parties hereto and their successors, assigns, and representatives.
- 7.03 **DESIGNATION OF AGENT.** Each County shall designate their respective Sheriff as their agent for the receipt of all notices and communications required under this agreement
- 7.04 **AGREEMENT.** Any changes in the terms, including conditions or rates shall require mutual agreement in writing by the parties and is subject to the approval of the governing body of each party.

**ARTICLE VIII
NOTICE**

All notices, demands, or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following addresses:

If to Fort Bend: Fort Bend County
 County Judge
 301 Jackson, 1st Floor
 Richmond, Texas 77469

With a copy to: Fort Bend County Sheriff
 1410 Williams Way Blvd
 Richmond, Texas 77469


If to Wharton: Wharton County
 County Judge
 ~~309 E. Milam~~ 100 S. Fulton St P.S
 Wharton, Texas 77488

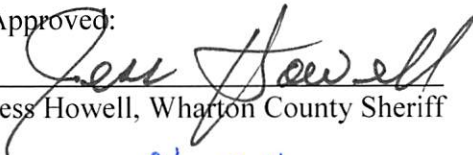
With a copy to: Wharton County Sheriff
 P.O. Box 726
 Wharton County 77488

This agreement is executed by each County acting through its Commissioners Court. Multiple signature pages are utilized in this agreement.

IN WITNESS WHEREOF, the parties put their hands to this Agreement on the dates indicated below.

WHARTON COUNTY


Philip Spennath, County Judge
Date: 6-27-16

Approved: 
Jess Howell, Wharton County Sheriff
Date: 06-27-16


ATTEST:


Sandra K. Sanders, County Clerk



FORT BEND COUNTY

Robert E. Hebert, County Judge
Date: _____

Approved: 
Troy Nehls, Sheriff
Date: 6-17-16

ATTEST:

Laura Richard, County Clerk

James Stewart

W. H. Stewart
18-57-10



Robert A. Stewart

W. H. Stewart

18-57-10