

FORT BEND COUNTY FY 2010
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

AGENDA ITEM

23 K

Date Submitted: 11/10/09

Submitted By: Nicole Mehrens, County Attorney's Office

Department: SHERIFF

Court Agenda Date: 11/17/09

Phone Number: 281-341-4555

SUMMARY OF ITEM:

Take all appropriate action on First Amended Interlocal Cooperation Agreements for Jail Services between Fort Bend County and Angelina County and Liberty County, effective from November 17, 2009 through December 16, 2009, with automatic renewal on a monthly basis.

✓ Take all appropriate action on renewal agreement for housing of City Prisoners between Fort Bend County and City of Rosenberg, effective from October 1, 2009 through September 30, 2010. K

RENEWAL AGREEMENT/APPOINTMENT

YES ☒ **NO** ☐

REVIEWED BY COUNTY ATTORNEY'S OFFICE:

YES ☒ **NO** ☐

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDING SOURCE: Accounting Unit: Account Number:
Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT:

COUNTY JUDGE
RECEIVED
NOV 10 2009

Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)

If by E-Mail to ospindon@co.fort-bend.tx.us

If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input checked="" type="checkbox"/> Auditor (281-341-3774)	<input checked="" type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input checked="" type="checkbox"/> Budget Officer (281-344-3954)	<input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input checked="" type="checkbox"/> Facilities/Planning (281-633-7022)	<input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input checked="" type="checkbox"/> Purchasing Agent (281-341-8642)	<input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input checked="" type="checkbox"/> Information Technology (281-341-4526)	<input checked="" type="checkbox"/> County Clerk (281-341-8697)
<input checked="" type="checkbox"/> Other: <u>Milton Wright, Sheriff</u>	<input checked="" type="checkbox"/> County Atty. (281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

11-24-09 2 orig's. ret. to Nicole at Co. Attorney

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF
FORT BEND AND CITY OF ROSENBERG, TEXAS
PROVIDING FOR THE HOUSING OF CITY PRISONERS**

This Interlocal Agreement is entered into between **Fort Bend County, Texas**, a body corporate and politic acting herein by and through its Commissioners Court, hereinafter referred to as "**County**", and the **City of Rosenberg**, hereinafter referred to as "**City**".

WHEREAS, the **City** desires the **County** to assist in the care, custody and support of prisoners of the said city for the consideration and terms and conditions hereinafter set out; and,

WHEREAS, the **City**, acting by and through its duly elected governing body has determined that it would be of material benefit to said **City** to provide for such care of said prisoners; and,

WHEREAS, the **County** desires to assist the **City** in the care, custody and support of prisoners of the said city for the consideration and terms and conditions hereinafter set out; and,

WHEREAS, the Commissioners Court of Fort Bend County, Texas, has passed an order authorizing the Sheriff of Fort Bend County, Texas, to accept from the proper law enforcement officers of said **City** all prisoners of the city under the terms and conditions and for the consideration hereinafter set out; and,

WHEREAS, the governing body of the **City** has duly authorized this Agreement; and,

WHEREAS, the governing body of the **County** has duly authorized this Agreement; and,

WHEREAS, this Agreement is made pursuant to and under the provisions of Chapter 791, Texas Government Code, V.T.C.A.

NOW, THEREFORE, it is mutually agreed by and between the **County**, acting herein by and through its duly authorized Commissioners Court, and the **City**, acting herein by and through its duly authorized governing body, as follows:

I.

The **County** agrees that the Sheriff of Fort Bend County, Texas, may, on and after the effective date of this instrument, accept from the duly authorized law enforcement officers of the **City**, any and all persons who, under the laws of the State of Texas, are prisoners of the respective city. For definition purposes, a **City** prisoner shall mean those persons charged ONLY with a violation of a **City** ordinance and State laws which are classified as class "C" Misdemeanors, lying within the jurisdiction of the Municipal Court of herein above stated city in Fort Bend County, Texas. The Sheriff may, at his sole discretion, (but will not be obligated to), accept persons accused of violations of municipal codes or ordinances only.

II.

The Sheriff of Fort Bend County, Texas, will house, support, maintain and confine said **City** prisoners in the **County** jail subject to the orders of the duly authorized Municipal Magistrate of said **City**.

No prisoner charged with a Municipal Class "C" Misdemeanor only shall be accepted by the Fort Bend County Jail unless the Municipal Magistrate has set his/her bond prior to incarceration.

The **County** and the **City** further agree that once a city prisoner is accepted and committed to the **County** jail, the Sheriff or his deputy in charge of admissions, will release a **City** prisoner only when the discharge of the **City** prisoner is lawfully ordered or authorized by a Magistrate or any Court of competent jurisdiction, provided, however, that nothing contained herein shall be construed to authorize or require the **County** or County Sheriff to incarcerate or hold any person contrary to the Constitution and the Laws of the State of Texas and the United States of America.

III.

- A. The County Sheriff and/or his deputy in charge of admissions at the County jail, may refuse to accept an injured or ill **City** prisoner, when in the judgment of the County Sheriff and/or his deputy, medical attention is necessary before confinement. It is agreed and understood between the **County** and the **City** that the County Sheriff and/or his deputy in charge of admissions at the **County** jail, shall determine, upon presentation of the **City** prisoner at the **County** jail, whether at that time, at the sole discretion of the County Sheriff and/or his deputy, the **City** prisoner should be accepted into the **County** jail or transported to the nearest hospital by the law enforcement officers of the **City**.
- B. It is further agreed that during the confinement of any **City** prisoner in the **County** jail, the **County**, acting by and through the County Sheriff and/or his deputy, will provide all necessary medical treatment and hospitalization for all **City** prisoners whether they become sick or injured. It is expressly agreed and understood that the cost of all medical care, treatment and hospitalization is strictly the responsibility of said **City**, and should any such expense be incurred by the **County**, and **City** will reimburse the **County** for same upon request.
- C. The **County**, acting by and through the County Sheriff and/or his deputy, agrees that Fort Bend County Sheriff's Department will not guard any **City** prisoner, who is to be transported to any hospital. Upon notice to the **City** by **County**, once the **City** prisoner is removed from the **County** jail, it will be the responsibility of said **City** to provide a necessary security guard for such prisoner outside the confines of the **County** jail.

IV.

The **City** agrees to furnish its own bailiff to escort **City** prisoners to and from Municipal Court from the **County** jail. A commitment from the Municipal Court will be obtained on each **City** prisoner within twenty-four (24) hours and will be forwarded to **County** jail personnel, provided, however, such requirement will be exclusive of weekends and holidays. When a **City** prisoner is removed from the confinement of the **County** by a **City** police officer, the **County** releases and assumes no further responsibility for the said **City** prisoner until such time as the prisoner is returned to the **County** jail by the **City** police officer and is duly accepted by the County Sheriff and/or his deputy for confinement. **City** prisoners returned to jail after court must have proper commitment forms prior to their being booked and accepted back into the **County** jail for confinement. **City** agrees and accepts sole responsibility for final bookout procedures, as may be established from time to time by the County Sheriff's Department, before any final release of the **City** prisoner may be accomplished at the **County** jail.

V.

The **City** agrees to pay the Treasurer of Fort Bend County, Texas, at the end of each calendar month the sum of **FORTY AND NO/DOLLARS (\$40.00)** per day, per **City** prisoner that has been incarcerated in the **County** jail. The Sheriff agrees to provide a monthly statement showing the name of each **City** prisoner, the charge, the number of days served by each prisoner and the total amount due the **County**, to the County Treasurer and the **City**. For purposes of this Agreement, confinement on any calendar day, regardless of the amount of time spent in confinement, shall count as one full day of confinement. In calculating the number of days a certain **City** prisoner was confined, the day of arrival will be counted but not the day of departure. Further, **County** shall have the right to suspend **City's** use of the **County** jail facility until such time as any delinquent account is brought current. **City** agrees to pay for the confinement of their prisoners on Municipal charges, except

where class "B" and class "A" misdemeanor charges or felony charges are filed simultaneously, and not dismissed at a later date.

VI.

The terms of this Agreement shall commence on **October 1, 2009**, and end on **September 30, 2010**, or upon thirty (30) days written notice from either party. It is further understood and agreed that this Agreement may be terminated at any time by either party upon thirty (30) days written notice of an order or resolution of the respective governing body of such termination to the other party and no further liability thereon will remain, other than that which has accrued before termination.

VII.

To the extent permitted by law, the **City** agrees to save and hold the **County** harmless from liability for injury or death of any person or damage to any property arising out of or in connection with any act or omission of the **City** performed under this Agreement. To the extent permitted by law, the **County** agrees to save and hold the **City** harmless from liability for injury or death of any person or damage to any property arising out of or in connection with any act or omission of the **County** performed under this Agreement.

VIII.

IN WITNESS WHEREOF, the parties put their hands to this Agreement on the dates indicated below, but effective **October 1, 2009**.

FORT BEND COUNTY

By: _____

Robert E. Hebert, County Judge

Date: _____

11-17-09

ATTEST: _____

Dianne Wilson, County Clerk

CITY OF ROSENBERG

By: _____

Mayor

Date: _____

10-27-09

ATTEST: _____

City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**ORDER AUTHORIZING EXECUTION OF INTERLOCAL AGREEMENT
BETWEEN FORT BEND COUNTY AND CITY OF ROSENBERG, TEXAS
PROVIDING FOR THE HOUSING OF CITY PRISONERS**

On this day, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Meyers, seconded by Commissioner Patterson, duly put and carried,

IT IS ORDERED that Fort Bend County Judge Robert E. Hebert be, and he is hereby, authorized to execute Interlocal Agreement between the County of Fort Bend and the City of Rosenberg for the Housing of City Prisoners, said Agreement being incorporated herein by reference for all purposes as though fully set forth herein word for word.