

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**PRISONER HOUSING AGREEMENT BETWEEN
FORT BEND COUNTY AND
PRISONER TRANSPORTATION SERVICES OF AMERICA, LLC**

This Agreement is entered into by and between **Fort Bend County, Texas**, a body corporate and politic acting herein by and through its Commissioners Court, hereinafter referred to as “**County**,” and **Prisoner Transportation Services of America, LLC**, hereinafter referred to as “**PTS**,” authorized to conduct business in the State of Texas.

WHEREAS, PTS transports prisoners for criminal justice agencies including State Departments of Correction, Sheriff’s Offices, Prosecutor’s Offices, Probation and Parole Agencies, Public Defenders, Police Departments and Juvenile Justice Agencies and operates a nationwide air and ground system, twenty-four hours a day, year round; and,

WHEREAS, PTS desires the County to assist in the care, custody and support of prisoners for the consideration and terms and conditions hereinafter set forth; and,

WHEREAS, the County desires to assist PTS in the care, custody and support of prisoners of PTS; and,

WHEREAS, the authority of the County to contract with a non-governmental entity for the provision of law enforcement services is authorized by Section 351.061 of the Local Government Code; and

WHEREAS, the Commissioners Court of Fort Bend County, Texas, hereby authorizes the Sheriff of Fort Bend County, Texas, to accept from the proper law enforcement officers of PTS, all prisoners of PTS under the terms and conditions and for the consideration hereinafter set out; and,

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

I.

The County agrees that the Sheriff of Fort Bend County, Texas, (hereinafter referred to as “Sheriff”) may, on and after the effective date of this instrument, accept from the duly authorized law enforcement officers of PTS, any and all persons who, under the laws of the State of Texas, are prisoners of PTS.

II.

The Sheriff will house, support, maintain and confine said PTS prisoners in the County jail subject to the orders of any duly authorized law enforcement officers of PTS.

III.

- 3.01 The Sheriff and/or his designated deputy may refuse to accept an injured or ill PTS prisoner, when in the sole judgment of the Sheriff and/or his designated deputy, medical attention is necessary before confinement. It is agreed and understood between the County and PTS that the Sheriff and/or his designated deputy shall determine, upon presentation of the PTS prisoner at the County jail, whether at that time, at the sole discretion of the Sheriff and/or his designated deputy, the PTS prisoner may be accepted into the County jail or transported to the nearest hospital by PTS.
- 3.02 It is further agreed that during the confinement of any PTS prisoner in the County jail, the Sheriff and/or his designated deputy shall provide all necessary medical treatment and hospitalization for all PTS prisoners. It is expressly agreed and understood that the cost of all medical care, treatment and hospitalization is strictly the responsibility of PTS, and any expense whatsoever incurred by the County will be reimbursed by PTS upon demand by County.
- 3.03 The Sheriff will not guard or transport any PTS prisoner in need of hospitalization. The County shall notify PTS of the need for hospitalization of a PTS prisoner and PTS shall be responsible for transportation of the prisoner and for appropriate security guard(s) for such prisoner.

IV.

Upon removal of a PTS prisoner from confinement of the County by a PTS officer, the County releases and assumes no further responsibility for the PTS prisoner until such time as the prisoner is returned to the County jail by the PTS officer and is duly accepted by the Sheriff and/or his designated deputy for confinement.

V.

- 5.01 PTS agrees to pay County the sum of TWENTY FIVE AND NO/DOLLARS (\$25.00) per each 14-hour period for any PTS prisoner incarcerated in the County jail.
- 5.02 The County shall invoice PTS on a monthly basis for each prisoner incarcerated at the County Jail. The invoice shall contain the name of said PTS prisoner(s), the date(s), time frame, and total number of hours each prisoner was incarcerated in the County Jail and the total amount due the County.
- 5.03 PTS agrees to pay for the confinement of their prisoners on within thirty (30) days from receipt of invoice from County.
- 5.04 The County shall have the right to suspend PTS's use of the County jail facility until such time as any delinquent account is made current.

VI.

- 6.01 This Agreement is effective upon signature of County and shall terminate on **September 30, 2013**. Thereafter, this Agreement will automatically renew for additional one year periods on October 1 of each subsequent year, unless terminated as provided in 6.02 of this Agreement.
- 6.02 It is further understood and agreed that this Agreement may be terminated at any time, for any reason or no reason, by either party upon thirty (30) days written notice. PTS shall remain liable for any and all costs accrued before termination.

VII.

To the extent permitted by law, PTS 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 PTS performed under this Agreement. To the extent permitted by law, the County agrees

to save and hold PTS 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.

8.01 This Agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives.

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

To PTS: PTS of America, LCC
 Attn: Director of Operations
 1877 Air Lane Drive
 Nashville, TN 37210
 Telephone No. 615-352-9798
 Fax No. 615-352-9737

To County: Fort Bend County
 Attn: County Judge
 301 Jackson, Suite 719
 Richmond, Texas 77469

Copy to: Fort Bend County Sheriff
 1410 Ransom Road
 Richmond, Texas 77469

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

8.03 This Agreement will not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the commissioners courts the respective parties hereto.

8.04 This Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.

8.05 PTS understands and agrees that its employees, servants, agents, and representatives, shall at no time represent themselves to be employees, servants, agents, and/or representative of the County.

8.06 Nothing herein contained shall be construed as creating the relationship of employer and employee between the parties.

8.07 If any provision of this agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as part of this agreement a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

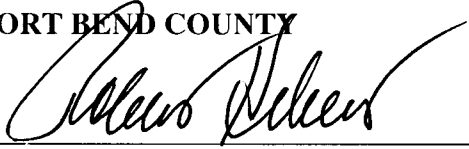
8.08 This Agreement is made for the express purpose of providing detention services, which both parties recognize to be a governmental function. Except as hereinafter provided neither party assumes any liability beyond that provided by law. This Agreement is not intended to create any cause of action for the benefit of third parties.

8.09 Any legal proceeding against County regarding this Agreement shall be brought in the State of Texas, Fort Bend County. Any legal proceeding against PTS regarding this Agreement shall be brought in the State of Texas, Fort Bend County, in the administrative or judicial forum with

appropriate jurisdiction.

8.10 It is expressly understood and agreed by the parties hereto that this Agreement will have no force or effect until duly executed by all parties.

FORT BEND COUNTY

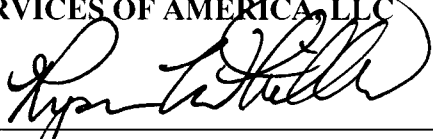
By: 
Robert E. Hebert, County Judge

Date: June 12, 2012

ATTEST


Dianne Wilson, County Clerk

**PRISONER TRANSPORTATION
SERVICES OF AMERICA, LLC**

By: 
Ryan Whitten

Date: 5-25-12

