

31C

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 Austin 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 “Austin.”

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

WHEREAS, such a consolidated effort for the housing and care of certain incarcerated inmates are in each party's best interest and that of the public and this agreement will increase the effective and efficient functioning of each party; and

WHEREAS, Fort Bend and Austin are local governments as defined in the TEXAS GOVERNMENT CODE, Section 791.003(4), 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; and

WHEREAS, Fort Bend and Austin 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 I

TERM AND EFFECTIVE DATE

- Page 1 of 7

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 Austin's inmates.

ARTICLE II DETENTION SERVICES

For the purposes and consideration herein stated and contemplated, Fort Bend shall provide the following necessary and appropriate services for Austin to the maximum extent authorized by this Agreement, without regard to race, religion, color, age, sex, and national origin; to-wit:

- 2.01 **PURPOSE:** Fort Bend warrants that the services and the facilities provided for detention of inmates meets the requirement of the Texas Commission on Jail Standards and other applicable Texas State and federal law as applicable to prison facilities.
- 2.02 **HOUSING AND CARE OF INMATES:** Fort Bend will confine inmates and give them reasonable and humane care and treatment, consistent with the Texas Commission on Jail Standards and other express provisions in this Agreement. Fort Bend will 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, supervise them, maintain proper discipline and control, make certain inmates receive no privileges except those generally afforded other inmates and that the judgments and orders of the committing court and Board of Parole and Post Prison Supervision are faithfully executed.
- 2.03 **MEDICAL SERVICES:** The per-day rate under this Agreement covers only routine medical services such as on-site sick call (when provided by Fort Bend or contracted on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies. The per-day rate does not cover 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, and does not include the costs associated with the hospitalization of any inmate. Austin shall reimburse Fort Bend the amount spent for medical services of all Austin inmates, other than routine medical services included in the per-day rate.
- 2.04 **OFF-SITE SERVICES:** Austin Sheriff or designee shall be informed of any Austin 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 1 working day). Fort Bend will assist Austin to monitor utilization of off-site services by providing information about the course of an inmate's care and treatment. Austin may elect to retake and return to Austin's physical custody of an inmate to manage costs and utilization of services.
- 2.05 This Agreement provides Fort Bend with the authority to arrange for the off-site provider to bill Austin for the costs of hospitalization and/or medical care for any Austin inmate. In the event direct billing is unavailable, Austin shall reimburse Fort Bend in accordance with the terms of this Agreement.
- 2.06 **MEDICAL RECORDS:** Austin 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 Austin at the time each Austin inmate is returned.
- 2.07 **MEDICAL INVOICES:** Austin shall reimburse Fort Bend monthly for health care services and associated expenses for which Austin is responsible under this section. Fort Bend

- shall provide Austin with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
- 2.08 **INMATE MEDICAL REPORT:** Upon request from Austin, Fort Bend will provide an inmate report of health care provided.
- 2.09 **FACILITY INSPECTION:** Fort Bend agrees to allow periodic inspections of the facilities by Austin law enforcement personnel. The reports of state or federal inspections of the facilities will be provided to Austin upon request.
- 2.10 **TRANSPORTATION AND OFF-SITE SECURITY:** Austin is solely responsible for the transportation of inmates between the Fort Bend County Jail and the Austin Facility. Fort Bend agrees to provide ambulance and other transportation for Austin inmates to and from local off-site medical facilities and will invoice Austin in accordance with Section 2.07 above.
- 2.11 **COURT APPEARANCES:** Austin shall be responsible for the transportation of Austin inmates to/from Fort Bend Jail. Austin will be responsible for the transportation of inmates for all court proceedings and hearings and during court appearances in Austin's county.
- 2.12 **TRANSPORTATION TO TDCJ:** Austin is responsible for the transport of Austin's inmates to the Texas Department of Criminal Justice, Institutional Division.
- 2.13 **GUARD SERVICE:** Fort Bend will provide guard services as requested or required by the circumstances or the law for inmates admitted or committed to an off-site medical facility at the rate of \$15 per hour/per guard. Fort Bend shall provide Austin with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
- 2.14 **SPECIAL PROGRAMS:** The per day 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.
- 2.15 **LOCATION AND OPERATION OF FACILITY:** Fort Bend shall provide the detention services described herein at the Fort Bend County Jail located in Richmond, Texas.
- 2.16 **ADMITTING AND RELEASING:** 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 Austin and provide such records to Austin upon request.
- 2.17 **RETURN OF INMATES TO AUSTIN:** Upon demand by Austin, Fort Bend will relinquish to Austin physical custody of any inmate. Upon request by Fort Bend, Austin will resume custody of any inmate so requested within 10 calendar days, or unless a different time is agreed upon by both parties.

ARTICLE III FINANCIAL PROVISIONS

- 3.01 **PER DIEM RATE:** The per diem rate for detention services under this Agreement is fifty five dollars (**\$55.00**) per man-day, subject to Section 1.02 of this Agreement. This rate covers one inmate per day. A portion of any day will count as a man-day under this agreement, except that Austin may not be billed for two calendar days when an inmate is admitted one evening and removed the following morning. In that situation, Fort Bend will bill Austin for the day of arrival, but not for the day of departure.
- 3.02 **BILLING PROCEDURE:** Fort Bend shall submit an itemized invoice for the services provided each month to Austin, in arrears. Such invoice will include a list of each of the inmates housed and the number of calendar days per inmate. Invoices will be submitted

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

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

Amounts which are 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 will be a contractual obligation of Austin under this Agreement. Austin further agrees that Fort Bend will be entitled to recover its reasonable and necessary attorneys fees and costs incurred in collection of amounts due under this Agreement.

ARTICLE IV ACCEPTANCE OF IMATES

- 4.01 **COMPLIANCE WITH LAW:** Nothing herein will create any obligation upon Fort Bend to house Austin inmates where the housing of said Austin inmates will, in the opinion of Fort Bend Sheriff, raise the population of the facility above the permissible number of inmates allowed by law, or will, in the Fort Bend County Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of inmates housed at the facility. At any time that Fort Bend Sheriff determines that a condition exists at Fort Bend's facility necessitating the removal of Austin inmates, or any specified number thereof, Austin shall, upon notice by Fort Bend Sheriff to Austin Sheriff, immediately remove said inmates from the facility. Austin will make every effort to remove any inmate within eight (8) hours of notice from Fort Bend.
- 4.02 **ELIGIBILITY FOR INCARCERATION AT THE FACILITY:** The only inmates of Austin eligible for incarceration at the facility under this Agreement are inmates eligible for incarceration in the facility in accordance with the state standards under both the Jail Commission approved custody assessment system in place at the Austin jail and pursuant to the custody assessment system in place at Fort Bend's facility.
- 4.03 All inmates proposed by Austin to be transferred to Fort Bend's facility under this Agreement must meet the eligibility requirement set forth above. Fort Bend reserves the right to review the inmates' classification/eligibility, and the right to refuse to accept any inmate that it does not believe to be properly classified as a non-high risk inmate. Furthermore, if an inmate's classification changes while incarcerated at Fort Bend's facility, Fort Bend reserves the right to demand that Austin remove that inmate and replace said inmate with an appropriate inmate of Austin.
- 4.04 **RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES:** Fort Bend reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to Fort Bend facility, and Austin shall cooperate with and provide information requested regarding any inmate by Fort Bend Sheriff. Fort Bend reserves the right to refuse acceptance of any inmate of Austin. Likewise, if any Austin inmate's behavior, medical or psychological condition, or other circumstance of reasonable concern to Fort Bend Sheriff makes the inmate unacceptable for continued incarceration in Fort Bend's facility in the opinion of Fort Bend Sheriff, Austin will be requested to remove said inmate from Fort Bend's facility, and will do so within eight (8) hours upon the request of Fort Bend

- Sheriff. Inmates may also be required to be removed from Fort Bend's facility when their classification changes for any purpose, including long-term medical segregation.
- 4.05 **INMATE SENTENCES:** Fort Bend will not be in charge or responsible for the computation or processing of inmates' time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. Fort Bend will provide information that may be required regarding the inmates' behavior and performance; however, all such computations and record keeping will continue to be the responsibility of Austin. It will be the responsibility of Austin to notify Fort Bend of any discharge date for an inmate at least ten (10) calendar days before such date. Fort Bend will release inmates of Austin only when such release is specifically requested in writing by Austin's Sheriff. However, it is agreed that the preferred and usual course of dealing between the parties shall be for Fort Bend to return inmates to the Austin Jail shortly before the discharge date and for Contactor to discharge the inmate from the Austin Jail. Contactor accepts all responsibility for the calculations and determinations set forth above and for providing Fort Bend notice of the same, and to the extent allowed by law, shall indemnify and hold harmless Fort Bend from all liability or expenses of any kind arising there from. Austin is responsible for all paperwork and arrangements for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.

ARTICLE V MISCELLANEOUS

- 5.01 **BINDING NATURE OF AGREEMENT:** This Agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives.
- 5.02 **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 address:

To Fort Bend: Fort Bend County
Robert E. Hebert, County Judge
301 Jackson, Suite 719
Richmond, Texas 77469

Copy to: Sheriff Troy Nehls
1410 Williams Way
Richmond, Texas 77469

To Austin: Austin County
Carolyn Bilski, County Judge
One East Main
Bellville, Texas 77418

Copy to: Sheriff Jack Brandes
417 N. Chesley
Bellville, TX 77418

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.

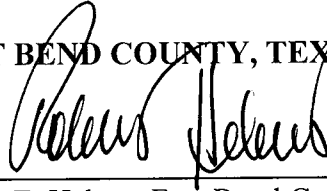
- 5.03 **AMENDMENTS:** This Agreement will not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the commissioners courts of the respective parties hereto.
- 5.04 **PRIOR AGREEMENTS:** This Agreement contains all of the 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.
- 5.05 **REPRESENTATION:** Austin understands and agrees that Austin, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representative of Fort Bend County.
- 5.06 **INDEPENDENT AUSTIN RELATIONSHIP:** Nothing herein contained shall be construed as creating the relationship of employer and employee between the parties.
- 5.07 **SEVERABILITY:** 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.
- 5.08 **LIABILITY:** 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.
- 5.09 **APPROVALS:** This Agreement must be approved by the governing bodies of all parties in accordance with the Texas Interlocal Cooperation Act.
- 5.10 **FUNDING SOURCE:** Austin must pay all amounts due under this Agreement from current revenues available to it in accordance with the Interlocal Cooperation Act. The signature of the Austin County Auditor below certifies that there are sufficient funds from current revenues available to Austin to meet its obligations under this Agreement.

The remainder of this page was intentionally left blank.

ARTICLE VI.
EXECUTION

IN TESTIMONY AND WITNESS OF WHICH this Agreement has been executed in duplicate originals as follows:

FORT BEND COUNTY, TEXAS:



Robert E. Hebert, Fort Bend County Judge

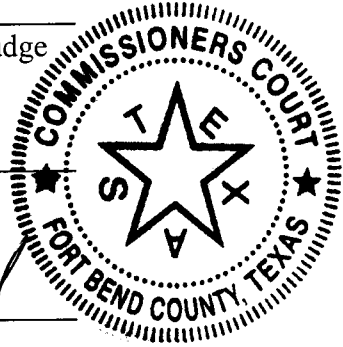
ATTEST:



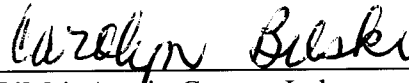
Dianne Wilson, County Clerk

Date: 7-23-13

Approved:


Troy Nehls, Fort Bend County Sheriff


AUSTIN COUNTY, TEXAS:



Carolyn Bilski, Austin County Judge

Date: 7-8-13

Approved:


Jack Brandes, Austin County Sheriff

ATTEST:


Carrie Gregor, County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds are available to pay the obligation of Austin County within the foregoing Agreement.


Austin County Auditor