

STATE OF TEXAS §
COUNTY OF FORT BEND §

**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, authorize 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), 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 County seeks to secure emergency housing during periods of public emergency in which evacuation of Wharton County 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 This Agreement shall commence upon execution by Fort Bend and shall be effective through August 30, 2015.
- 1.02 This Agreement may be renewed for annual, one year terms beginning September 1, 2015 upon mutual written agreement of the parties. In the event the parties seek to renew this

Agreement at the end of any term, the per diem rate for detention services shall be negotiated by the parties. The terms, conditions and rates with regard to any renewal period shall be as mutually agreed in writing between the parties and subject to the approval of the governing body of each party.

- 1.03 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.
- 1.04 Fort Bend County agrees to not exercise termination under Article 1.03 during the period beginning August 1 through November 1, unless Wharton has executed a contract for the emergency housing of its inmates with another county or entity. However, Fort Bend County may immediately terminate the Agreement if it is determined that Wharton has breached any requirement of this Agreement.
- 1.05 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 Fort Bend has no obligation to provide services until notified by Wharton County that emergency detention services are needed in accordance with Article 3.02.
- 2.02 Fort Bend shall provide housing and food to Wharton inmates and Wharton Jail staff to the maximum capacity allowed by the Texas Commission on Jail Standards at the Fort Bend County Jail located at 1410 Williams Way Blvd., Richmond, TX. 77469.
- 2.03 Fort Bend shall make reasonable efforts to allow Wharton County inmates to be housed in accordance with classification criteria utilized by Wharton County.
- 2.04 Fort Bend County shall record the time of arrival and departure of each Wharton inmate and staff housed in Fort Bend pursuant to this agreement.

ARTICLE THREE

SERVICES PROVIDED BY WHARTON

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

- 3.02 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 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 Wharton jail staff shall accompany Wharton's inmates to the Fort Bend County Jail—including correctional officers, and deputies.
- 3.05 All supplies, personnel and inmates to be housed in Fort Bend during such evacuation period shall be transported by Wharton County Sheriff's Office; Fort Bend shall have no obligation whatsoever for the provision of such transportation.
- 3.06 Wharton is responsible for all supplies used by Wharton during the pendency of the evacuation, including: bedding, clothing, medical supplies, and any other goods necessary for the maintenance of the good health and well being of the inmates.
- 3.07 Wharton staff shall be solely responsible for the custody and guarding of its own inmates within the facilities of the Fort Bend 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 jail.
- 3.08 Wharton County shall cooperate with Fort Bend County to create a meal schedule to ensure all inmates are fed on a regular schedule.
- 3.09 Wharton shall be responsible for providing medical supplies, medication and equipment required by Wharton County inmates within the Fort Bend jail. Wharton may utilize the Fort Bend medical services vendor for labor associated with providing medical care onsite for an additional \$5.00 (Five Dollars and 00/100) per diem premium on the inmates who require their services. Additionally, Wharton agrees to pay Fort Bend for any additional costs incurred by Fort Bend for inmate medical care as a result of this Agreement.
- 3.10 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.

ARTICLE IV **FINANCIAL PROVISIONS**

- 4.01 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.
- 4.02 Wharton County shall pay Fort Bend County as indicated:
 - A. The per diem rate for detention services under this agreement is \$20.00 (Twenty Dollars and 00/100). This rate covers one inmate per day. A portion of any day shall count as a day under this agreement.
 - B. The per diem rate to house and feed Wharton county staff under this agreement is \$5.00 (Five Dollars and 00/100). This rate covers one staff member per day. A portion of any day shall count as a day under this agreement.
 - C. In the event that Fort Bend incurs any additional cost as a result of services provided to Wharton but not addressed herein, Fort Bend County shall invoice Wharton for the cost

which shall include sufficient detail to distinguish the additional cost from the specified per diem rates.

- 4.03 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.
- 4.04 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

- 4.05 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 V MISCELLANEOUS

- 5.01 **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.**

- 5.02 **BINDING NATURE OF AGREEMENT:** This agreement is contractual and is binding upon the parties hereto and their successors, assigns, and representatives.
- 5.03 **DESIGNATION OF AGENT:** Each county designates their respective sheriff as their agent for the receipt of all notices and communications required under this agreement.

5.04 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:

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

Copy to: Troy Nehls, Fort Bend County Sheriff
1410 Williams Way Blvd
Richmond, Texas 77469

To Wharton: Wharton County
Philip Spenrath, County Judge
309 E. Milam
Wharton, Texas 77488

Copy to: Jess Howell, Wharton County Sheriff
P.O. Box 726
Wharton County 77488

5.05 This agreement is executed by each County acting through its Commissioners Court, with the Sheriff of each County joining as a signatory to show his assent to the agreement. Multiple signature pages are utilized in this agreement.

[Remainder left blank]

[execution page follows]

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

WHARTON COUNTY

Philip Sperrath, County Judge

Date: 7-23-15

B.

ATTEST:

Sandra K. Sanders

Sandra K. Sanders, County Clerk

FORT BEND COUNTY

Robert E. Hebert, County Judge

Date: 8-11-2015

ATTEST:

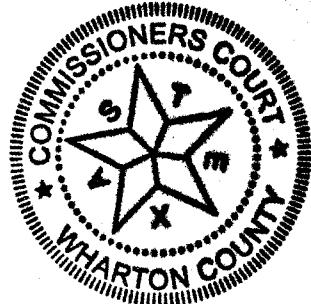
Laura Richard

Laura Richard, County Clerk

Approved:

Jess Howell, Wharton County Sheriff

Date: _____



Approved:

Troy Nehls, Sheriff

Date: 5-27-15

