

STATE OF TEXAS                   §  
                                           §  
 CITYOF FORT BEND               §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN  
 CITY OF BAY CITY AND FORT BEND COUNTY  
 FOR JAIL SERVICES**

This Interlocal Cooperation Agreement for Jail Services ("Agreement"), is made and entered into by and between Fort Bend County ("Fort Bend"), a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, and Bay City ("City"), a body corporate and politic under the laws of the State of Texas, acting by and through its City Council, and pursuant to the Interlocal Cooperation Act, Tex. Gov't Code Ann. §§ 791.001 – 791.030. City and Fort Bend are referred to herein collectively as the "Parties" and individually as a "Party."

**WITNESSETH**

**WHEREAS**, the Parties desire to enter into an Agreement for the housing and care of certain incarcerated inmates; and

**WHEREAS**, TEXAS GOVERNMENT CODE, Chapter 791, authorizes 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 City 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 City 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; and

**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**

1. **TERM.** This Agreement shall be effective beginning the date approved by both Parties and shall be effective through **February 28, 2020..**
2. **RENEWAL.** This Agreement may be renewed each March 1, provided Bay City certifies then current fiscal funds or unless terminated as provided below in this Agreement. Fort Bend shall provide sixty (60) days' notice of any change to the per diem rate for detention services for subsequent terms.
3. **TERMINATION.**
  - A. This Agreement may be terminated without cause prior to the expiration of the term herein at the option of either Fort Bend or City upon the giving of sixty (60) days written notice to the other Party in the manner and form provided for herein. The Notice is effective if sent by either the Police Chief or the Sheriff. The termination of the Agreement will be effective upon the last day of the month in which the expiration of the sixty (60) day period occurs.
  - B. 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 City'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 City to the maximum extent authorized by this Agreement, without regard to race, religion, color, age, sex, and national origin; to-wit:

1. **PURPOSE.** Fort Bend shall provide housing and food to inmates presented by Bay City. Inmates must be at least 17 years of age.
2. **HOUSING AND CARE OF INMATES.** Fort Bend warrants that the services and the facilities provided for detention of inmates meets the requirements of the Texas Commission on Jail Standards and other applicable Texas State and federal laws as applicable to prison facilities. 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 inmate's physical needs, 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.
3. **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. Prior to the performance of any medical services that are not covered by the per-day rate, Fort Bend shall inform Bay City Police Chief and the Bay City Police Chief reserves the right to take physical custody of the inmate for treatment. City shall reimburse Fort Bend the amount spent for medical services of all City inmates, other than routine medical services included in the per-day rate.

4. **OFF-SITE SERVICES.** Bay City Police Chief or designee shall be informed of any City 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 City to monitor utilization of off-site services by providing information about the course of an inmate's care and treatment. City may elect to retake and return to City's physical custody of an inmate to manage costs and utilization of services unless emergency care of the inmate is required
5. **OFF-SITE BILLING.** This Agreement provides Fort Bend with the authority to arrange for the off-site provider to bill City for the costs of hospitalization and/or medical care for any City inmate. In the event direct billing is unavailable, City shall reimburse Fort Bend in accordance with the terms of this Agreement.
6. **SECTION 6 WAS REMOVED BY MUTUAL AGREEMENT**
7. **MEDICAL INVOICES.** City shall reimburse Fort Bend monthly for health care services and associated expenses for which City is responsible under this section. Fort Bend shall provide City with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
8. **INMATE MEDICAL REPORT.** Upon request from City, Fort Bend will provide an inmate report of health care provided.
9. **FACILITY INSPECTION.** Fort Bend agrees to allow periodic inspections of the facilities by City law enforcement personnel. The reports of state or federal inspections of the facilities will be provided to City upon request.
10. **TRANSPORTATION AND OFF-SITE SECURITY.** City is solely responsible for the transportation of inmates between the Fort Bend County Jail and the City Facility. Fort Bend agrees to provide ambulance and other transportation for City inmates to and from local off-site medical facilities and will invoice City in accordance with Article 2, Section 7.
11. **COURT APPEARANCES.** City shall be responsible for the transportation of City inmates to/from Fort Bend County Jail. City will be responsible for the transportation of inmates for all court proceedings and hearings and during court appearances in City's County.
12. **TRANSPORTATION TO TDCJ.** City is responsible for the transport of City's inmates to the Texas Department of Criminal Justice, Institutional Division.
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 Thirty-five and 00/100 dollars (\$35.00) per hour/per guard. Fort Bend shall provide City with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
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.

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.
16. **SECTION 16 WAS REMOVED BY MUTUAL AGREEMENT**
17. **RETURN OF INMATES TO CITY.** Upon demand by City, Fort Bend will relinquish to City physical custody of any inmate. Upon request by Fort Bend, City will resume custody of any inmate so requested within two (2) calendar days, or unless a different time is agreed upon by both parties.

### **ARTICLE III. FINANCIAL PROVISIONS**

1. **PER DIEM RATE.** The per diem rate for detention services under this Agreement is Sixty-Five Dollars and 00/100 (\$65.00) per man-day, subject to Article II 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 City 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 City for the day of arrival, but not for the day of departure.
2. **BILLING PROCEDURE.** Fort Bend shall submit an itemized invoice for the services provided each month to City, 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 City. City 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

### **ARTICLE IV. ACCEPTANCE OF IMATES**

1. **COMPLIANCE WITH LAW.** Nothing herein will create any obligation upon Fort Bend to house City inmates where the housing of said City 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 City inmates, or any specified number thereof, City shall, upon notice by Fort Bend Sheriff to Bay City Police Chief, immediately remove said inmates from

the facility. City will make every effort to remove any inmate within eight (8) hours of notice from Fort Bend.

2. **PRISON RAPE ELIMINATION ACT (PREA) COMPLIANCE.** This is an Agreement for the confinement of inmates as described by 28 CFR 115.12. Fort Bend has adopted and complies with the standards of the Prison Rape Elimination Act. Fort Bend shall provide City with access for contract monitoring as described in Section 115.12 (b) to ensure that Fort Bend is complying with the PREA standards in the provision of services under this Agreement.
3. **ELIGIBILITY FOR INCARCERATION AT THE FACILITY.** The only inmates of City eligible for incarceration at the facility under this Agreement are inmates eligible for incarceration in the facility in accordance with this Agreement and the state standards under both the Jail Commission approved custody assessment system in place at the City jail and pursuant to the custody assessment system in place at Fort Bend's facility.
4. **RIGHT OF REVIEW AND REFUSAL.** All inmates proposed by City 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 City remove that inmate and replace said inmate with an appropriate inmate of City.
5. **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 City 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 City. Likewise, if any City 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, City will be requested to remove said inmate from Fort Bend's facility, and will do so, if reasonably possible, 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.
6. **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 City. It will be the responsibility of City to notify Fort Bend of any discharge date for an inmate at least two (2) calendar days before such date unless notification was not reasonably possible. Fort Bend will release inmates of City only when such release is specifically requested in writing by City's Chief. However, it is agreed that the preferred and usual course of dealing between the parties shall be for Fort Bend to - release inmates to the City's agency shortly before the discharge date and for City to discharge the inmate from the agency - City 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. City is responsible for all paperwork and arrangements for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.

**ARTICLE V.  
MISCELLANEOUS**

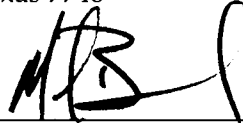
1. **BINDING NATURE OF AGREEMENT.** This Agreement is contractual and is binding upon the Parties hereto and their successors, assigns and representatives.
2. **NOTICE:** All notices, demands, or other writings may be delivered by either Party hereto to the other by United States Mail or other reliable courier at the following address:

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


Copy to: Fort Bend County  
Attn: Sheriff  
1410 Williams Way  
Richmond, Texas 7746

**To City:** Bay City

Attn: Mayor



Copy to: Bay City  
Attn: Police Chief



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.

3. **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 commissioner's courts of the respective Parties hereto.
4. **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. **REPRESENTATION.** Each Party understands and agrees that each Party, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representative of the other Party.
6. **INDEPENDENT RELATIONSHIP.** Each Party shall have and retain the exclusive right of control over its employees and contractors assigned to perform services under this Agreement in accordance with applicable laws of the State of Texas. Neither Party has the authority to bind nor otherwise obligate the other orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer or joint venture relationship by or between the Parties.
7. **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.
8. **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. Each Party understands and agrees that it is responsible only for the acts, errors, or omissions of its employees and contractors. This Agreement is not intended to create any cause of action for the benefit of third parties.
9. **APPROVALS.** This Agreement must be approved by the governing bodies of all parties in accordance with the Texas Interlocal Cooperation Act.
10. **FUNDING SOURCE.** City must pay all amounts due under this Agreement from current revenues available to it in accordance with the Interlocal Cooperation Act. City certifies that it has sufficient funding available to meet its obligation under this Agreement.

ARTICLE VI.  
EXECUTION

IN TESTIMONY AND WITNESS OF WHICH, this Agreement is accepted, agreed and signed to by all parties by and through the parties or their agents or authorized representatives. All parties acknowledge that they have read and understood this Agreement, and are executing the Agreement voluntarily and of their own free will. This Agreement may be executed in multiple counterparts, each of which when executed shall constitute a duplicate original as follows:

FORT BEND COUNTY, TEXAS:

*KP George*  
KP George, Fort Bend County Judge

January 29, 2019  
Date

ATTEST:

*Laura Richard*  
LAURA RICHARD, Fort Bend County Clerk



BAY CITY, TEXAS:

*[Signature]*  
Mayor Bay City

1/7/19  
Date

REVIEWED:

*Troy Nehls*  
TROY NEHLS, Fort Bend County Sheriff

ATTESTED:

*[Signature]*  
*Robert Lister*  
Bay City, Chief of Police



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