

THE STATE OF TEXAS

AGREEMENTS  
INTERLOCAL JAIL  
SERVICES AGREEMENT  
SHERIFF'S OFFICE

COUNTY OF COLLIN

On February 11, 2003, the Commissioners Court of Collin County, Texas, met in **regular session** with the following members present and participating, to wit:

Ron Harris  
Phyllis Cole  
Jerry Hoagland  
Joe Jaynes  
Jack Hatchell

**NOT PRESENT**

County Judge, Presiding  
Commissioner, Precinct 1  
Commissioner, Precinct 2  
Commissioner, Precinct 3  
Commissioner, Precinct 4

During such session the court considered the request for approval of an Interlocal Jail Services agreement with the City of Prosper.

Thereupon, a motion was made, seconded and carried with a majority vote of the court authorizing the Interlocal Jail Services Agreement with the City of Prosper. Same is hereby approved as per the attached documentation.

**NOT PRESENT**  
\_\_\_\_\_  
Ron Harris, County Judge  
  
\_\_\_\_\_  
Phyllis Cole, Commissioner, Pct. 1  
  
\_\_\_\_\_  
Jerry Hoagland, Commissioner, Pct. 2  
  
\_\_\_\_\_  
Joe Jaynes, Commissioner, Pct. 3  
  
\_\_\_\_\_  
Jack Hatchell, Commissioner, Pct. 4



ATTEST:

  
\_\_\_\_\_  
Brenda Taylor, Ex-Officio Clerk  
Commissioners' Court  
Collin County, T E X A S

# **Interlocal Jail Services Agreement**

This agreement is entered into on the 1<sup>st</sup> day of October, 20 02, by and between the City of Prosper ("City") and Collin County, a political subdivision of the State of Texas ("County").

## **Recitals**

1. The County operates the Collin County Jail in accordance with Chapter 351, Texas Local Government Code.
2. The County operates the County Jail for the confinement of persons accused or convicted of an offense.
3. The City desires to obtain certain jail services from the County to be performed for the City to insure the confinement of persons accused or convicted of an offense.

Therefore, under the authority of the Interlocal Cooperative Act., TEX. REV. CIV. STAT. ANN., Chapter 791, Texas Government Code, the parties agree as follows:

## **Section 1. Definitions**

### **1.01 Jail Services**

The term "jail services" means all services legally necessary to provide for the confinement in the Collin County Jail of persons accused or convicted of an offense.

## **Section 2. Term**

### **2.01 Term**

The term of this Agreement shall commence on the 1<sup>st</sup> day of October, 2002, and shall continue in full force and effect for a period of one (1) year. This Agreement shall be automatically renewed annually for an additional one (1) year term without the necessity of any action by the parties. Either party may elect not to renew this Agreement by giving written notice at least ninety (90) days prior to the end of the original term or any renewed term.

### **2.02 Termination**

Either party may terminate this Agreement by giving ninety (90) days written notice to the other party.

## **Section 3. Services**

### **Services to be Provided**

The County agrees to provide to City jail services necessary for the confinement of persons accused or convicted of an offense, subject to the availability of space at the County jail at the time the City requests jail services. For the purposes of this Agreement, space shall be deemed to be unavailable when the Collin County Jail is filled to 100% of its capacity.

## **Section 4. Non-Exclusivity of Service Provision**

The parties agree that the County may contract to perform services similar or identical to those specified in this Agreement for such additional governmental or public entities as the County, in its sole discretion, sees fit.

## **Section 5. Compensation**

### **5.01 Basic Charge**

The City shall pay the County a Basic Charge of \$70.92 per day or part of a day per inmate that the City requests be confined, and who is confined, in the County jail. If an inmate is arrested on the City's warrant by another agency and transported to the Collin County Jail, the City will not be charged if the inmate is released to the City within four (4) hours.

### **5.02 Additional Charges**

In addition to the Basic Charge, the City shall pay County additional charges to reimburse County for expenses associated with providing jail services to inmates. These charges include, but are not limited to the following: charges for providing health care services, including medical, hospital and dental services to inmates.

### **5.03 Billing**

The County shall bill the City monthly for jail services provided under this Agreement. The City agrees to pay the bills within thirty (30) days of the billing date.

### **5.04 Cost of Additional Charges**

Charges billed to the City for services under Section 5.02 of this Agreement shall be at the cost to the County of providing those services to the inmates.

### **5.05 Source of Payment**

The City agrees that payments it is required to make under this Agreement shall be made out of the City's current revenues.

## **Section 6. Lawful Arrest and Detention**

The parties agree that the City will comply with all federal, state and local laws regarding conditions precedent to arrest and detention including, but not limited to, determinations of probable cause and other requirements necessary for lawful arrest and detention. Further, the parties agree that the City is solely responsible for compliance with pre detention procedures and that the City will hold the County harmless from any liability, including, but not limited to, obligations, costs, claims, judgments, attorneys' fees, and attachments, caused by or flowing from failure by the City to comply with conditions precedent to lawful arrest and detention.

## **Section 7. Procedures**

### **7.01 Delivery and Release of Inmates**

The City agrees to comply with all County rules and procedures regarding jail security in delivering inmates to the Collin County Jail and receiving inmates to be released.

## **7.02 Removal on Termination**

The City agrees to remove all persons confined on the City's behalf in the Collin County Jail pursuant to this Agreement at least one (1) day prior to the date of termination of this Agreement.

## **Section 8. Civil Liability**

Any civil liability relating to the furnishing of services under this Agreement shall be the responsibility of the City. The parties agree that the County shall be acting as agent for the City in performing the services contemplated by this Agreement.

The city shall hold the County free and harmless from any obligation, costs, claims, judgments, attorneys' fees, attachments, and other such liabilities arising from or growing out of the services rendered to the City pursuant to the terms of this Agreement or in any way connected with the rendering of said services, except when the same shall arise because of the willful misconduct or culpable negligence of the County, and the County is adjudged to be guilty of willful misconduct or culpable negligence by a court of competent jurisdiction.

## **Section 9. Amendment**

This Agreement shall not be amended or modified other than in a written agreement signed by the parties.

## **Section 10. Controlling Law**

This Agreement shall be deemed to be made under, governed by, and construed in accordance with, the laws of the State of Texas.

## **Section 11. Notices**

### **11.01 Form of Notice**

Unless otherwise specified all communications provided for in this Agreement shall be in writing and shall be deemed delivered whether actually received or not forty-eight (48) hours after deposit in the United States mail, first class, registered or certified, return receipt requested, with proper postage prepaid or immediately when delivered in person.

### **11.02 Addresses**

All communications provided for in this Agreement shall be addressed as follows:

- (a) if the County, to:

Ron Harris, County Judge  
Collin County Courthouse  
210 S. McDonald, Suite 626  
McKinney, Texas 75069

- (b) if the City, to:

Jennifer Finley, Town Administrator  
P.O. Box 307  
PROSPER, TX 75078

or to such person at such other address as may from time to time be specified in a notice given as provided in this Section 11. In addition, notice of termination of this Agreement by the City shall be provided by the City to the County Judge of Collin County as follows:

The Honorable Ron Harris  
Collin County Judge  
Collin County Courthouse, Suite 626  
McKinney, Texas 75069

**Section 12. Captions**

The headings to the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provision of this Agreement.

**Section 13. Counterparts**

This Agreement may be executed in counterparts, each of which, when taken separately, shall be deemed an original.

**Section 14. Obligations of Condition**

All obligations of each party under this Agreement are conditions to further performance of the other party's continued performance of its obligation under the Agreement.

**Section 15. Exclusive Right to Enforce this Agreement**

The County and the City have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

**Section 16. Prior Agreements Superseded**

This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written oral agreements between the parties respecting the services to be provided under this Agreement.

In witness whereof, the parties hereto have executed this Agreement as of the day and year first above written.

"County"

Collin County, Texas

By: \_\_\_\_\_

Ron Harris, County Judge  
2003-09-13-02-11

Date: \_\_\_\_\_

"City"

City of Prosper, Texas

By: \_\_\_\_\_

Date: 9.10.02