

Interlocal Jail Services Agreement

This agreement is entered into on the _____ day of _____, 2017, by and between the City of Lucas ("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 Cooperation Act., 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 be for a period of one (1) year ending September 30, 2018 and may be renewed for an additional one (1) year term as agreed in writing by both parties.

2.02 Termination

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

Section 3. Services

3.01 Services to be Provided

The County agrees to provide the 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.

3.02 Persons Accepted

- (1) The Collin County Sheriff's Office Detention Facility will accept persons arrested via a Class C warrant, if the detainee is presented by a Peace Officer with the

original warrant, a certified or facsimile copy of a valid arrest warrant, or if a Teletype Confirmation of the warrant is received by the Collin County Sheriff's Office.

- (2) The Collin County Sheriff's Office Detention Facility will allow any Peace Officer to execute any Class C warrant on any detainee in our custody, if the warrant being executed by that officer is an original, certified, or facsimile copy, or Teletype Confirmation received by the jail staff.
- (3) The Collin County Sheriff's Office Detention Center will accept all on-view arrests of Class C violators.
- (4) When a defendant has been convicted of a Class C misdemeanor, a Judgment & Sentence is entered against them pursuant to Tex. Code Crim. Proc. Art. 45.041. If that defendant defaults in the discharge of the judgment, a Judge may order the defendant confined in a jail. The Collin County Sheriff's Office Detention Facility will accept such defendants on jail commitments if they are accompanied by a certified copy of the Judgment, Sentence and Order that complies with Tex. Cod Crim. Proc. Art. 45.046, stating in part:
 - a. "the defendant is not indigent and the defendant has failed in good faith to discharge the fines and costs" or
 - b. "the defendant is indigent and has failed to make a good faith effort to discharge the fines and costs under Article 45.049; and could have discharged the fines and costs under Article 45.049 without experiencing any undue hardship."

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 \$69.79 per day or part of a day per inmate that the City requests be confined, and who is confined, in the County jail.

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

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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 defend the County with respect to all claims arising out of the County's performance under this agreement. To the extent allowed by law, the City will also 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.

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT, IN THE EXECUTION OF THIS AGREEMENT, NO PARTY WAIVES, NOR SHALL BE DEEMED HEREBY TO WAIVE, ANY IMMUNITY OR DEFENSE THAT WOULD OTHERWISE BE

AVAILABLE TO OR AGAINST CLAIMS ARISING IN THE EXERCISE OF GOVERNMENTAL FUNCTIONS RELATING HERETO OR OTHERWISE. BY ENTERING INTO THIS AGREEMENT, THE PARTIES DO NOT CREATE ANY OBLIGATIONS EXPRESSED OR IMPLIED, OTHER THAN THOSE SET FORTH HEREIN, AND THIS AGREEMENT SHALL NOT CREATE ANY RIGHTS IN ANY PARTIES NOT SIGNATORY HERETO. THE REMEDIES OF A PARTY HERETO WITH RESPECT TO A CLAIM AGAINST ANOTHER PARTY HERETO SHALL BE IMPAIRED BY THIS AGREEMENT WHEN THE CLAIM DOES NOT ARISE FROM THE USE AND OPERATION OF THE FACILITY.

EACH PARTY AGREES TO AND ACCEPTS FULL RESPONSIBILITY FOR THE ACTS, NEGLIGENCE AND/OR OMISSIONS OF SUCH PARTY'S OFFICERS, AGENTS AND EMPLOYEES PARTY'S IN THE EXECUTION AND PERFORMANCE OF THIS AGREEMENT.

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:

Keith Self, County Judge
Collin County Administration Bldg
2300 Bloomdale Road
McKinney, Texas 75071

(b) if to the County, Copy to:

Sheriff Jim Skinner
Collin County Sheriff's Office
4300 Community Ave.
McKinney, Texas 75071

(b) if the City, to:

Joni Clarke, City Manager
City of Lucas
6665 Country Club, Lucas, TX 75002

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 Keith Self
Collin County Judge
Collin County Administration Bldg.
2300 Bloomdale Road
McKinney, Texas 75071

Section 12. Resolution of Disputes

Should a dispute arise out of this agreement, County and City shall first attempt to resolve it through direct discussions in a spirit of mutual cooperation. If the Parties' attempts to resolve their disagreements through negotiations fail, the disputes will be mediated by a mutually acceptable third party to be chosen by County and City within fifteen (15) days after written notice by one Party to the other demanding mediation under this section. The County and City shall share equally in the costs of the mediation. The purpose of this Section is to reasonably ensure that County and City shall in good faith utilize mediation or another non-binding dispute resolution process before pursuing litigation. A Party's participation in mediation or another non-binding dispute resolution process shall not be construed as a waiver by a Party of (1) any rights, privileges, defenses, remedies or immunities available to a Party; (2) a Party's termination rights; or (3) other termination provisions or expiration dates provided herein.

Section 13. 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 14. Counterparts

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

Section 15. 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 16. 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 17. Prior Agreements Superseded

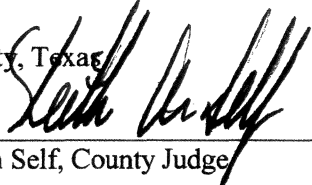
This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written oral agreements between the parties respecting the services to be provided under this Agreement.

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

"County"

Collin County, Texas

By:


Keith Self, County Judge

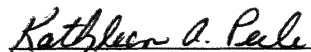
Date:

10/11/17

"City"

City of Lucas, Texas

By:


Mayor Pro-Tem, City of Lucas

Date:

9/7/17