

# Interlocal Jail Services Agreement

This agreement is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the Town of Prosper ("Town") 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 Town desires to obtain certain jail services from the County to be performed for the Town 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 Town 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 Town 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 Town shall pay the County a Basic Charge of \$69.79 per day or part of a day per inmate that the Town requests be confined, and who is confined, in the County jail.

##### **5.02 Additional Charges**

In addition to the Basic Charge, the Town 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 Town monthly for jail services provided under this Agreement. The Town agrees to pay the bills within thirty (30) days of the billing date.

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

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

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

The parties agree that the Town 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 Town is solely responsible for compliance with pre detention procedures and that the Town 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 Town to comply with conditions precedent to lawful arrest and detention.

### **Section 7. Procedures**

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

The Town 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 Town agrees to remove all persons confined on the Town'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 Town. The parties agree that the County shall be acting as agent for the Town in performing the services contemplated by this Agreement.

The Town shall defend the County with respect to all claims arising out of the County's performance under this agreement. The Town 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 Town 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: (b) if to the County, Copy to:

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

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

- (b) if the Town, to:

Harlan Jefferson  
PO 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 Town shall be provided by the Town 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 Town 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 Town

**within fifteen (15) days after written notice by one Party to the other demanding mediation under this section. The County and Town shall share equally in the costs of the mediation. The purpose of this Section is to reasonably ensure that County and Town 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 Town 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.

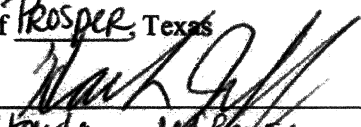
**Section 17. Prior Agreements Superseded**

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

"Town"  
Town of Prosper, Texas  
By:   
Harlan Jefferson,  
Town Manager

Date: 8/10/2017