

STATE OF TEXAS COUNTY

OF COLLIN

COUNTY OF FRANKLIN

FY 2021-2022

INTERLOCAL COOPERATION AGREEMENT

This Agreement is made by and entered into by Franklin County, Texas (hereinafter "Contractor") and Collin County, Texas (hereinafter "County") on the date indicated below.

WHEREAS, County may need emergency housing and care of certain inmates incarcerated or to be incarcerated in its jail and as a safety precaution, if all available beds are filled, and

WHEREAS, Contractor currently has the jail capacity and the ability to provide housing and care for such inmates and

WHEREAS, both parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperative Agreement for such detention services pursuant to Chapter 791 of the Government Code and

WHEREAS, the County and the Contractor desire to enter into an agreement pursuant to which the Contractor will provide housing and care for certain inmates incarcerated or to be incarcerated in the County's jail.

NOW, THEREFORE, in consideration of the promises covenants and agreements contained herein, the parties hereto mutually agree as follows:

ARTICLE I: DETENTION SERVICES

For the purposes and consideration herein stated and contemplated, Contractor shall provide the following necessary and the appropriate services for the County to maximum extent authorized by this agreement without regard to race, religion, color, age, sex, and national origin, to wit:

1.1 FACILITIES

Contractor warrants that the facilities provided for the detention of County's prisoners meet the requirement of the Texas Commission on Jail Standards.

1.2 HOUSING AND CARE OF INMATES

Contractor agrees to accept and provide for the secure custody, care and safekeeping of inmates of the County in accordance with the state and local law, including the minimum standards promulgated by the Texas Commission of Jail Standards. The Contractor shall provide housing, care, meals and routine medical services for such inmates on the same basis as it provides for its own inmates confined in its own jail.

1.3 MEDICAL SERVICES

The per-day rate under this agreement covers only routine services such as on-site sick call (when provided by on-site staff) and non-prescription, over the counter/non-legend and medical supplies.

The per-day rate does not cover medical health care services provided outside of the Contractor's facility or by other than facility staff, prescription drugs and treatments or surgical and dental care and does not include the costs associated with any hospitalization of an inmate.

The County shall pay the Contractor an amount equal to the amount the Contractor is required to expend for medical services other than those routine medical services provided for by the per-day rate.

When it becomes necessary for an inmate to be hospitalized, the Contractor shall contact the County through its Sheriff or designated representative as soon as possible to inform the County of the fact that the inmate has been hospitalized and the nature of the illness or injury that has required the hospitalization.

The Contractor will arrange for the hospital or health care provider to bill the costs of the hospitalization and/or medical care directly to the County, rather than the Contractor paying the costs and invoicing the County for the cost of the hospitalization.

If the hospital or health care provider refuses to bill the County directly, the County shall reimburse the Contractor such costs within thirty business days of receipt of an invoice from the Contractor therefore, which invoice may be delivered personally, by facsimile, by mail or by other reliable courier.

1.4 MEDICAL INFORMATION

The County shall provide the Contractor with medical information for all inmates sought to be transferred to the Contractor's facility under this agreement, including information regarding any special medication, diet or exercise regime applicable to each inmate.

1.5 TRANSPORTATION AND OFF SITE SECURITY

The County is solely responsible for the transportation of the inmate to and from the Contractor's facility. Contractor agrees to provide non-ambulance transportation for inmates to and from local (within 50 miles) off-site medical facilities as part of the services covered by the per-day rate. Ambulance transportation (including emergency flight, et cetera) is not covered by the per-day rate and will be billed along with the regular monthly billing submitted to the County by the Contractor.

Contractor will provide stationary guard services as requested or required by the circumstances or by the law for an inmate admitted or committed to an off-site medical facility. The County shall compensate the Contractor for the actual cost of said guard services to the Contractor, which shall be billed by the Contractor along with the regular monthly billing for detention services.

The County shall be responsible for the transportation of its inmates to and from all court proceedings and hearing not arising out of incidents in Contractor's county.

The County is responsible for the transportation of its inmates from the Contractor's facility to the Texas Department of Criminal Justice, Institutional Division.

1.6 SPECIAL PROGRAMS

The per-day rate set out in this agreement only covers basic custodial care and supervision and does not include any special educational, vocational or other programs unless provided to similar inmates in Contractor's county. The parties may agree by written amendment to this agreement or by separate agreement for the provision thereof.

1.7 LOCATION AND OPERATION OF FACILITY

The Contractor shall provide the detention services described herein at the Franklin County Jail in Franklin County, Texas.

ARTICLE 2: FINANCIAL PROVISIONS

2.1 PER DIEM RATE

The per diem rate for detention services under this agreement is Fifty dollars (\$50.00) per day. This rate covers one inmate per day.

A portion of any day shall count as a man-day under this agreement except that the County may not be billed for two days when an inmate is admitted one evening (i.e., on or after 6:00 p.m.) and removed the following morning i.e., at or before 12:00 Noon). In that situation, the Contractor will bill for the day of arrival, but not for the day of departure.

2.2 BILLING PROCEDURE

Contractor shall submit an itemized invoice for the services provided each month to the County. Invoices will be submitted to the office of the County hereby designated to receive the same on behalf of the County to-wit

Collin County Accounts Payable 2300
Bloomdrie Rd. Ste 3100 McKinney, TX
75071

The County shall pay the Contractor under Chapter 2251, Government Code. Payment shall be in the name of Franklin County, Texas, and shall be remitted to:

Franklin County Treasurer 200
North Kaufman Street Mount
Vernon, TX 75457

All amounts paid under this agreement shall be made from the current years available funds.

County further agrees that the Contractor shall be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this agreement.

ARTICLE 3: TERM OF AGREEMENT

3.1 PRIMARY TERM

The primary term of this agreement is for a period of one year beginning October 22, 2021 (or the later of the two dates in the signature lines) and ending December 31, 2022.

3.2 RENEWALS

The agreement may be renewed annually by the mutual agreement of the parties.

In the event that the parties seek to renew this agreement at the end of that primary term or any renewal period, the per diem rate for detention services shall be at the rate negotiated by the parties for such renewal period.

The terms, conditions and rates with regard to any renewal period shall be as mutually agreed between the parties and as approved by the Commissioners Court of the respective parties.

TERMINATION

3.3

This agreement shall terminate at the end of the primary term or of any renewal term unless renewed pursuant to Section 3.2.

In addition, this agreement may be terminated upon 60 days' written notice delivered by either part to the offices specified herein by the other party to receive notices.

This agreement will likewise terminate upon the happening for any event that renders performance hereunder by the contractor impracticable or impossible, such as severe damage to or destruction of the facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of the County's inmates.

ARTICLE 4: ACCEPTANCE OF INMATES

COMPLIANCE WITH THE LAW

4.1

Nothing herein shall create any obligation upon the Contractor to house the County's inmates where the housing of said inmates will, in the opinion of the Contractor's Sheriff, raise the population of the facility above the permissible numbers of inmates allowed by law or will, in the Contractor's Sheriff 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 the inmates housed at the facility,

At any times that the Contractor's Sheriff determines that a condition exists at the Contractor's facility necessitating the removal of the County's prisoners or any specified number thereof, the County shall, upon notice by the Contractor's Sheriff to the Sheriff of the County, remove said prisoner(s) from the facility within eight hours.

In the event such prisoner(s) are not removed by County, Contractor may deliver up such prisoner(s) to the Sheriff or Collin County at the cost and expense of the County.

ELIGIBILITY FOR INCARCERATION AT FACILITY

4.2

The only inmates of the County eligible for incarceration in the Contractor facility under this agreement are non-high risk inmates.

An inmate must be considered as non-high risk in accordance with State standards and under both the Jail Commission approved custody assessment system in place at the County's jail and pursuant to the custody assessment system in place at the Contractor's facility before the inmate is eligible for incarceration at the Contractor's facility.

All inmates proposed by the County to be transferred to the Contractor's facility under this Agreement must meet the eligibility requirement set forth above.

The Contractor reserves the right to review the inmate's classification and/or 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 any inmate's classification changes while incarcerated at the Contractor facility, including because of long-term medical segregation, the Contractor reserves the right to demand that the County remove that inmate and County may replace said inmate with a non-high risk inmate of the County.

4.3 RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES.

Contractor reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to the Contractor's facility and the County shall cooperate with and provide information requested regarding inmate by the Contractor's Sheriff.

The Contractor reserves the right to refuse acceptance of any prisoner of the County.

Likewise, if any inmate's behavior, medical or psychological condition or other circumstance of reasonable concern to the Contractor's Sheriff makes the inmate unacceptable for continued incarceration in the Contractor's facility in the opinion of the Contractor's Sheriff, the County will be requested to remove said inmate from the facility and shall do so within eight hours upon the request of the Contractor's Sheriff upon request of the Contractor's Sheriff.

In the event of the County's failure to remove such inmate within eight hours, Contractor may deliver up such inmate to the Sheriff of Collin County at the cost and expense of County.

INMATE SENTENCES

4.4 Contractor shall 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 date. All such computation and record keeping shall continue to be the responsibility of the County.

It shall be the responsibility of the County to notify the Contractor of any discharge date for an inmate at least ten days before such date.

The Contractor will release inmates of the County only when such release is specifically requested in writing by the Sheriff of the County. However, it is agreed that the preferred and usual course of dealing between the parties shall be for the County to pick up and return inmates to the County facility shortly before their discharge date and for the County to discharge the inmate from its own facility.

The County accepts all responsibility for the calculations and determinations set forth above and for giving Contractor notice of the same time.

The County is responsible for all paperwork and arrangements for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.

LIABILITY

4.5 The Contractor agrees to and accepts full responsibility for the acts, negligence and/or omissions of all the Contractor's employees and agents, the Contractor's subcontractors and/or contract laborers and for those of all other persons doing work under a contract or agreement with said Contractor.

The Contractor agrees to and accepts the duty and responsibility for overseeing all safety precautions, programs and equipment necessary to the reasonable safety of the inmates.

The Contractor understands and agrees that the Contractor, its employees, servants, agents and representatives shall, at no time represent themselves to be employees, servants, agents and/or representatives of Collin County.

The County agrees to and accepts full responsibility for the acts, negligence and/or omissions of all County's employees and agents, County's subcontractors and/or omissions of all County's employees and agents, County subcontractors and/or contract laborers and for those all other persons doing work under a contract or agreement with said County.

The County agrees to and accepts the duty and responsibility for overseeing all the safety orders, precautions, programs, and equipment necessary to the reasonable safety of the County's employees and agents. County's subcontractors and/or contract laborers and all other persons doing work under a contract or agreement with County.

The County understands and agrees that County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of Contractor.

5.1 ARTICLES: MISCELLANEOUS

BINDING NATURE OF AGREEMENT

This agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives.

5.2 NOTICE

Either party hereto to the other may deliver all notices, demands, or other writings by United States mail or other reliable courier at the following address:

Contractor: Franklin County, Texas
 County Judge
 200 North Kaufman Street
 Mount Vernon, Tx:75457

County: Collin County, Texas
 County Administrator
 2300 Bloomdale Road
 McKinney, Texas 75071

 Collin County Purchasing
 2300 Bloomdale RD # 2300
 McKinney, Texas 75071

5.3 FORCE MAJEURE

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.

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event

5.4 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.

5.5 CHOICE OF LAW AND VENUE

The law, which shall govern this agreement, is the law of the State of Texas.

All consideration to be paid and matters to be performed under this agreement are payable and to be performed in Mount Vernon, Franklin County, Texas, and venue of any dispute or matter arising under this agreement shall lie in the District Court of Franklin County, Texas.

5.6 APPROVAL

The Commissioners Court of the County and the Commissioners Court of the Contractor in accordance with the Interlocal Cooperation Act must approve this agreement.

5.7 FUNDING SOURCE

In accordance with the Interlocal Cooperation Act, all amounts due under this agreement are to be paid from current revenues of County.

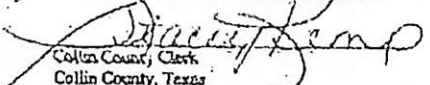
The signature of the County's Auditor below certifies that there are sufficient funds from the current revenues available to the County to meet its obligations under this agreement.


COLLIN COUNTY JUDGE
COLLIN COUNTY, TEXAS

FRANKLIN COUNTY JUDGE
FRANKLIN COUNTY, TEXAS

Pursuant to resolution of the
Commissioners Court of Collin County, Texas
Passed 8th day of NOVEMBER, 2021


Pursuant to resolution of the
Commissioners Court of Franklin County, Texas
Passed _____ day of _____, 2021


Collin County Clerk
Collin County, Texas


Franklin County Clerk
Franklin County, Texas

Date Signed 11/8/2021

Date Signed _____


Collin County Auditor

Franklin County Auditor


Collin County Sheriff
Collin County, Texas

Franklin County Sheriff
Franklin County, Texas

Collin County Attorney Approval as to Form

Franklin County Attorney Approval as to Form

The signature of the County's Auditor below certifies that there are sufficient funds from the current revenues available to the County to meet its obligations under this agreement.

COLLIN COUNTY JUDGE
COLLIN COUNTY, TEXAS

Pursuant to resolution of the
Commissioners Court of Collin County, Texas
Passed ____ day of _____, 2021

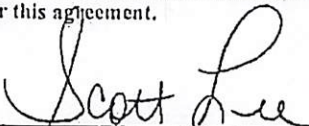
Collin County Clerk
Collin County, Texas

Date Signed _____

Collin County Auditor

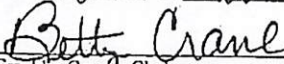
Collin County Sheriff
Collin County, Texas

Collin County Attorney Approval as to Form



FRANKLIN COUNTY JUDGE
FRANKLIN COUNTY, TEXAS

Pursuant to resolution of the
Commissioners Court of Franklin County, Texas
Passed 8 day of Nov., 2021

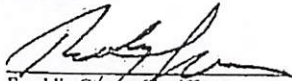


Franklin County Clerk
Franklin County, Texas

Date Signed 11-8-2021



Franklin County Auditor



Franklin County Sheriff
Franklin County, Texas



Franklin County Attorney Approval as to Form