

AI-51223

3.e.7.

Commissioners Court

Meeting Date: 11/08/2021

FY 2022 Interlocal Agreement for Out of County Housing with Red River County

Submitted For: Jim Skinner

Submitted By: Katie Elder

Department: Sheriff's Office

Request Type: CONSENT

Agenda Area: Agreement

Information

Department Action

I am requesting approval for an Interlocal Agreement for Jail Services with Red River County. This agreement is for Jail Services between October 1, 2021 and September 30, 2022, and may be renewed annually by the mutual agreement as agreed in writing by both parties.

Purchasing Department Action

Request Commissioners Court consideration and any action regarding the approval of the Interlocal Agreement AGR 2022-071 Jail Services with Red River County, for a period of one (1) year from the date of execution of this agreement by both parties, to include additional one (1) year renewal periods; further authorize the County Judge to finalize and execute same. sc

HR and/or IT Action

Budget Department Action

Budgeted funds available for Interlocal Agreement AGR 2022-071, Jail Services with Red River County for a one year period from the date of execution of this agreement. Compensation to Red River County in the amount of \$50 per inmate per day. General Fund (0001).

Auditor's Office Action

Revenues included in the FY 2022 Estimates.

Commissioners Court

Interlocal Agreement for Jail Services (Agreement No. 2022-071) with Red River County through and including September 30, 2022, Sheriff.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Adjustment:

Amount Available: 408,800

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1: 0001-50030-0001-64-30-0000-626445

Fund Transfers

Remarks:

Attachments

Court Order 2021-1140-11-08

Memo

Agreement

State of Texas
Collin County
Commissioners Court

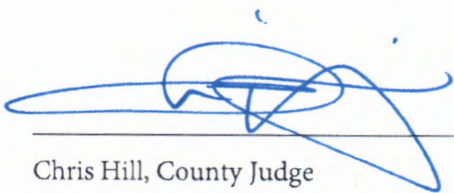
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Court Order
2021-1140-11-08

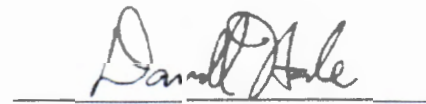
An order of the Collin County Commissioners Court approving an interlocal agreement.

The Collin County Commissioners Court hereby approves an interlocal agreement with Red River County for jail services through and including September 30, 2022, as detailed in the attached documentation.


A motion was made, seconded, and carried by a majority of the court members in attendance during a regular session on Monday, November 8, 2021.

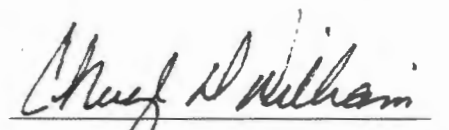

Chris Hill, County Judge




Darrell Hale, Commissioner, Pct 3


Susan Fletcher, Commissioner, Pct 1


Duncan Webb, Commissioner, Pct 4


Cheryl Williams, Commissioner, Pct 2


ATTEST: Stacey Kemp, County Clerk

INTERLOCAL COOPERATION AGREEMENT

This agreement is made by and entered into between COLLIN COUNTY, Texas (hereinafter "COLLIN COUNTY") and RED RIVER COUNTY, Texas (hereinafter "RED RIVER COUNTY") on the date indicated below.

WHEREAS, COLLIN COUNTY is seeking to provide for the housing and care of certain inmates incarcerated or to be incarcerated in its jail, and

WHEREAS, RED RIVER COUNTY 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 Cooperation Agreement for such detention services pursuant to Chapter 791 of the Government Code (Vernon's 1992) (formerly Article 4413(32c), Tex. Rev. Civ. Stat.) and

WHEREAS, COLLIN COUNTY and RED RIVER COUNTY desire to enter into an agreement pursuant to which RED RIVER COUNTY will provide housing and care for certain inmates incarcerated or to be incarcerated in the Red River County jail.

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

ARTICLE I

DETENTION SERVICES

- 1.01 HOUSING AND CARE OF INMATES: RED RIVER COUNTY agrees to accept, and provide for the secure custody, care and safekeeping of inmates of COLLIN COUNTY in accordance with state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards. RED RIVER COUNTY 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 subject to the terms and conditions of this agreement.
- 1.02 MEDICAL SERVICES: The per day rate under this agreement covers only routine medical services such as on-site sick call (when provided by 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 RED RIVER COUNTY's facility or by other than facility staff, prescription drugs and treatments, or surgical, optical, and dental care, and does not include the costs associated with any hospitalization of an inmate. COLLIN COUNTY shall pay RED RIVER

COUNTY an amount equal to the amount RED RIVER COUNTY 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, RED RIVER COUNTY shall contact COLLIN COUNTY, through its Sheriff or designated representative, as soon as possible to inform COLLIN COUNTY of the fact that the inmate has been, or is to be, hospitalized and of the nature of the illness or injury that has required the hospitalization.

RED RIVER COUNTY shall submit invoices for such medical services along with its regular monthly billings for detention services, and such invoices shall be paid on the same terms as the regular monthly billing.

It is understood and agreed that if the hospitalization of an inmate is to be for a duration of more than 24 hours, or the cost of any medical care or hospitalization is to exceed \$2000.00, RED RIVER COUNTY has the right to arrange for the hospital or health care provider to bill COLLIN COUNTY directly or the costs of the hospitalization and/or medical care, rather than RED RIVER COUNTY paying the costs and billing the same to COLLIN COUNTY. If the hospital or health care provider refuses to bill COLLIN COUNTY directly, COLLIN COUNTY shall reimburse RED RIVER COUNTY for such costs within forty-five (45) business days of receipt of an invoice from RED RIVER COUNTY, therefore, which invoice may be delivered personally, by facsimile, by mail or by other reliable courier.

- 1.03 MEDICAL INFORMATION: COLLIN COUNTY shall provide RED RIVER COUNTY with medical information for all inmates sought to be transferred to RED RIVER COUNTY's facility under this agreement, including information regarding any special medication, diet or exercise regimen applicable to each inmate.
- 1.04 TRANSPORTATION AND OFF-SITE SECURITY: COLLIN COUNTY is responsible for the transportation of its inmates to RED RIVER COUNTY's facility. RED RIVER COUNTY agrees to provide non-ambulance transportation for inmates to and from local off-site medical service providers. Transport to off-site medical service providers not located locally is the sole responsibility of COLLIN COUNTY. Ambulance transportation (including emergency, flight, etc.) is not covered by the per day rate and will be billed along with the regular monthly billing submitted to COLLIN COUNTY by RED RIVER COUNTY.

RED RIVER COUNTY will provide stationary guard services as requested or required by the circumstances or by law for inmates admitted or committed to a local off-site medical facility. COLLIN COUNTY shall compensate RED RIVER COUNTY for the actual cost of said guard services, which shall be billed by RED RIVER COUNTY along with the regular monthly billing for detention services.

COLLIN COUNTY shall be responsible for the transportation of its inmates to and from court proceedings and hearings. COLLIN COUNTY is responsible for the transport of COLLIN COUNTY inmates to the Texas Department of Criminal Justice, Institutional Division.

- 1.05 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. The parties may agree by a written amendment to this agreement, or by separate agreement, for the provision of special programs for the consideration and under the terms mutually agreed to by the parties.
- 1.06 LOCATION AND OPERATION OF FACILITY: RED RIVER COUNTY shall provide the detention services described herein at the RED RIVER COUNTY JAIL in Clarksville, Texas.

ARTICLE II

FINANCIAL PROVISIONS

- 2.01 PER DIEM RATE: The per diem rate for detention services under this agreement is fifty-dollars (\$50.00) per man day. This rate covers one inmate per day. Any portion of any day shall count as a man-day under this agreement, except that COLLIN COUNTY may not be billed for two days when an inmate is admitted one evening and removed the following morning. In that situation, RED RIVER COUNTY will bill for the day of arrival, but not for the day of departure.
- 2.02 BILLING PROCEDURE: RED RIVER COUNTY shall submit an itemized invoice for the services provided each month to COLLIN COUNTY , in arrears, invoices will be submitted to the officer of COLLIN COUNTY designated to receive the same on behalf of COLLIN COUNTY . COLLIN COUNTY shall make payment to RED RIVER COUNTY within thirty (30) days after receipt of the invoice. Payment shall be in the name of RED RIVER COUNTY, Texas and shall be remitted to:

RED RIVER COUNTY SHERIFF
500 N. CEDAR ST.
CLARKSVILLE, TEXAS 75426

COLLIN COUNTY will pay RED RIVER COUNTY according to Chapter 2251, Government Code.

RED RIVER COUNTY will be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this agreement.

ARTICLE III

TERM OF AGREEMENT

- 3.01 PRIMARY TERM: The primary term of this agreement is for a period of one (1) year from the date of execution of this agreement by both parties.
- 3.02 RENEWALS: This agreement may be renewed annually by mutual agreement of the parties. In the event that the parties seek to renew this agreement at the end of the 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 rate with regard to any renewal period shall be as mutually agreed between the parties, and as approved by the commissioners courts of the respective parties.
- 3.03 TERMINATION: This agreement shall terminate at the end of the primary term or of any renewal term unless renew pursuant to Section 3.02. In addition, this agreement may be terminated upon sixty (60) days written notice by either party delivered to the officer specified herein by the other party to receive notices. This agreement will likewise terminate upon the happening of an event that renders performance hereunder by RED RIVER COUNTY 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 COLLIN COUNTY inmates.

ARTICLE IV

ACCEPTANCE OF INMATES

- 4.01 COMPLIANCE WITH LAW: Nothing herein shall create any obligation upon RED RIVER COUNTY to house COLLIN COUNTY inmates where the housing of said inmates will, in the opinion of the RED RIVER COUNTY Sheriff, raise the population of the facility above permissible numbers of inmates allowed by law, or will, in the 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 the inmates housed at the facility. At any time that the RED RIVER COUNTY Sheriff determines that a condition exists at the RED RIVER COUNTY facility necessitating the removal of the COLLIN COUNTY prisoners, or any specified number thereof, COLLIN COUNTY shall, upon notice by the RED RIVER COUNTY Sheriff to the Sheriff

of COLLIN COUNTY, immediately (within eight (8) hours) remove said prisoner from the facility.

- 4.02 ELIGIBILITY FOR INCARCERATION AT FACILITY: The only inmates of COLLIN COUNTY eligible for incarceration are those inmates eligible for incarceration in the facility in accordance with the state standards under both the Jail Commission approved custody assessment system in place at COLLIN COUNTY jail and pursuant to the custody assessment system in place at the RED RIVER COUNTY facility.

All inmates proposed by COLLIN COUNTY to be transferred to the RED RIVER COUNTY facility under this agreement must meet the eligibility requirements set forth above. RED RIVER COUNTY 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 RED RIVER COUNTY's facility, RED RIVER COUNTY reserves the right to demand that COLLIN COUNTY remove that inmate and replace said inmate with a non-high risk inmate of COLLIN COUNTY.

- 4.03 RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES: RED RIVER COUNTY reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to the RED RIVER COUNTY facility and COLLIN COUNTY shall cooperate with and provide information requested regarding any inmate by the RED RIVER COUNTY Sheriff. RED RIVER COUNTY reserves the right to refuse acceptance of any prisoner of COLLIN COUNTY. Likewise, if any inmate's behavior, medical or psychological condition, or other circumstances of reasonable concern to the RED RIVER COUNTY Sheriff make the inmate unacceptable for continued incarceration in RED RIVER COUNTY's facility in the opinion of the RED RIVER COUNTY Sheriff, COLLIN COUNTY will be requested to remove said inmate from the facility, and shall do so immediately (within eight (8) hours) upon the request of the RED RIVER COUNTY Sheriff. Inmates may also be required to be removed from the facility when their classification changes for any purpose, including long-term medical segregation.

- 4.04 INMATE SENTENCES: RED RIVER COUNTY 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 dates. All such computation and record keeping shall continue to be the responsibility of COLLIN COUNTY. It shall be the responsibility of COLLIN COUNTY to notify RED RIVER COUNTY of any discharge date for an inmate at least ten (10) days before such date. RED RIVER COUNTY will release inmate of COLLIN COUNTY only when such release is specifically requested in writing by the Sheriff of COLLIN COUNTY. However, it is agreed that the preferred and usual

course of dealing between the parties shall be for RED RIVER COUNTY to return inmates to COLLIN COUNTY facility shortly before their discharge date, and for COLLIN COUNTY to discharge the inmate from its own facility. COLLIN COUNTY accepts all responsibility for the calculations and determinations set forth above and for giving RED RIVER COUNTY notice of same, and to the extent allowed by law, shall indemnify and hold RED RIVER COUNTY harmless for all liability or expenses of any kind arising therefrom. COLLIN COUNTY is responsible for all paperwork, arrangements, and transportation for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.

- 4.05** LIABILITY: RED RIVER COUNTY agrees to and accepts full responsibility for the acts, negligence and/or omissions of all RED RIVER COUNTY'S employees and agents, RED RIVER COUNTY'S subcontractors and/or contract laborers and for those of all other persons doing work under a contract or agreement with RED RIVER COUNTY.

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

RED RIVER COUNTY understands and agrees that RED RIVER COUNTY, its employees, servants, agents and representatives shall, at no time, represent themselves to be employees, servants, agents or representatives of COLLIN COUNTY.

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

COLLIN 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 COLLIN COUNTY'S employees and agents, COLLIN COUNTY'S subcontractors and/or contract laborers and all other persons doing work under a contract or agreement with COLLIN COUNTY.

COLLIN COUNTY understands and agrees that COLLIN COUNTY, its employees, servants, agents, and representatives shall, at no time, represent themselves to be employees, servants, agents, or representatives of RED RIVER COUNTY.

ARTICLE V

MISCELLANEOUS

5.01 **BINDING NATURE OF AGREEMENT:** This agreement is contractual and is binding upon the parties hereto and their successors, assigns, and representatives.

5.02 **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 Contractor: RED RIVER COUNTY
 Attn: RED RIVER COUNTY JUDGE
 400 N. Walnut St.
 Clarksville, Texas 75426

To COUNTY: COLLIN COUNTY JUDGE
 COUNTY ADMINISTRATOR
 2300 Bloomdale Road
 McKinney, Texas 75071_

 COLLIN COUNTY PURCHASING
 2300 Bloomdale Road Suite 3160
 McKinney, Texas 75071 _____

5.03 **FORCE MAJEURE:** 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 and other civil unrest; action, 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.

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.

5.04 **AMENDMENTS:** This agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by commissioner's courts of the respective parties hereto.

5.05 **PRIOR AGREEMENTS:** This agreement contains all of the agreement 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.

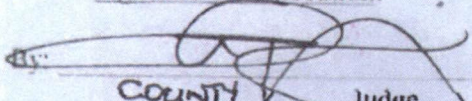
5.06 **CHOICE OF LAW AND VENUE:** The law which shall govern this agreement is the law of the State of Texas. All consideration to be paid and matter to be performed under this

agreement are payable and performable in Clarksville, RED RIVER COUNTY, Texas, and venue of any dispute or matter arising under this agreement shall lie in a district court of RED RIVER COUNTY, Texas.

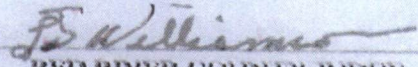
5.07 **APPROVALS:** This agreement must be approved by the Commissioners Court of COLLIN COUNTY and the Commissioners Court of RED RIVER COUNTY in accordance with the Interlocal Cooperation Act.

5.08 **FUNDING SOURCE:** COLLIN COUNTY must pay all amounts due under this agreement from current revenues available to it in accordance with the Interlocal Cooperation Act. The signature of the COUNTY Auditor below certifies that there are sufficient funds from current revenues available to COLLIN COUNTY to meet its obligations under this agreement.

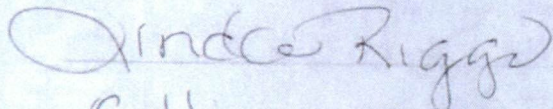
5.09 **Signature and Execution:**



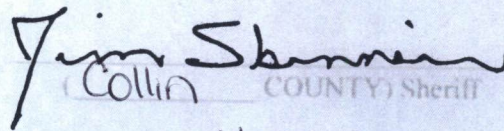
COUNTY Judge
(As authorized and Approved by
the COLLIN Commissioners Court
Court COUNTY
by Order Dated 11-8-21)
Date Signed: 11-10-21

By: 

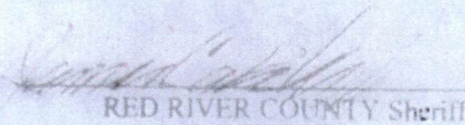
RED RIVER COUNTY JUDGE
(As authorized and Approved by the
RED RIVER COUNTY Commissioners
by Order Dated 11-4-21)
Date Signed: 11-4-21



(Collin County) Auditor
Date Signed: 11/17/2021

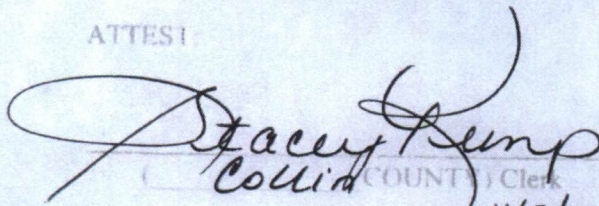


(Collin COUNTY) Sheriff
Date Approved: 11-17-2021



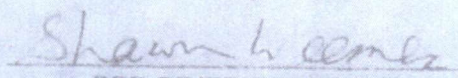
RED RIVER COUNTY Sheriff
Date Approved: 11-4-2021

ATTEST:



(Collin COUNTY) Clerk
11/17/2021

ATTEST:



RED RIVER COUNTY Clerk