

# INTERLOCAL COOPERATION AGREEMENT

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

WHEREAS, County is seeking to provide for the housing and care of certain inmates incarcerated or to be incarcerated in its jail, 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 Cooperation Agreement for such detention services pursuant to Chapter 791, Government Code, and

WHEREAS, the County and the Contractor desire to enter in 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

- 1.01 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 state and local law, including the minimum standards promulgated by the Texas Commission on 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 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 the Contractor'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. 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, or is to be, hospitalized and of the nature of the illness or injury that has required the hospitalization.

The Contractor 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.

The Contractor has the right to arrange for the hospital or health care provider to bill the County directly for the costs of the hospitalization and/or medical care, rather than the Contractor paying the cost and billing the same to the County. If the hospital or health care provider refuses to bill the County directly, the County shall reimburse the Contractor for such costs within forty-five (45) business days of receipt of an invoice from the Contractor therefore, which invoice may be delivered personally, by facsimile, by mail, email or by other reliable courier.

1.03 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 regimen applicable to each inmate. The inmates are to be tested for COVID prior to being transferred with a negative test result (must have been completed within prior 10 days).

1.04 TRANSPORTATION AND OFF-SITE SECURITY: The County is solely responsible for the transportation of its inmates to and from the Contractor's facility. 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 the County by the Contractor.

Contractor will provide stationary guard services as requested or required by the circumstances or by law for inmates admitted or committed to an off-site medical facility. The County shall compensate the Contractor for the actual costs 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 is responsible for the transport of its inmates from the Contractor's facility 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: The Contractor shall provide the detention services described herein at the Lee County Jail, 2122 FM 448, and Lee County, Texas, which is operated by the Lee County Sheriff.

## **ARTICLE II**

### **FINANCIAL PROVISIONS**

2.01 PER DIEM RATE: The per-day rate for detention services under this agree is seventy-five dollars (\$75.00) 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 the County may not be billed for two days when

an inmate is admitted one evening and removed the following morning. In that situation, the Contractor will bill for the day of arrival, but not for the day of departure.

- 2.02 **BILLING PROCEDURE:** Contractor shall submit an itemized invoice for the services provided each month to the County, in arrears, invoices will be submitted to the officer of the County designated to receive the same on behalf of the County. The County shall make payment to the Contractor within thirty (30) days after receipt of the invoice. Payment shall be in the name of Lee County, Texas and shall be remitted to:

Lee County Sheriff  
2122 FM 448  
Giddings, TX 78942

The County will pay according to Chapter 2251, Government Code. 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 III**

#### **TERM OF AGREEMENT**

- 3.01 **PRIMARY TERM:** The primary term of this agreement is from full acceptance and execution of the contract through and including September 30, 2022.
- 3.02 **RENEWALS:** This agreement will 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-day rate for detention services shall be at a 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 courts of the respective counties.
- 3.03 **TERMINATION:** This agreement shall terminate at the end of the primary term or of any renewal term unless renewed 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 the performances 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 IV

### ACCEPTANCE OF INMATES

4.01 COMPLIANCE WITH LAW: Nothing therein shall create any obligations upon the Contractor to house the County's inmates when the housing of said inmates will, in the opinion of the Contractor's 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 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, immediately (within eight (8) hours) remove said prisoners from the facility.

4.02 ELIGIBILITY FOR INCARCERATION AT FACILITY: The only inmates of the 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 the County's jail and pursuant to the custody assessment system in place 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 requirements set forth above. The Contractor 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 the Contractor's facility, the Contractor reserve the right to demand that the County remove that inmate and replace said inmate with a non-high risk inmate of the County.

4.03 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 any 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 circumstances 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 immediately (within eight (8) hours) upon request of the Contractor's 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 SENTENCE: 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 dates. All such computations 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 any inmates at least ten (10) days before such date. The Contractor will release inmates of the County only when such a 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 dates, and for the County to discharge the inmate for its own facility. The County accepts all responsibility for the calculations and determinations set forth above and for giving Contractor notice of same, and to the extent allowed by law, shall indemnify and hold the Contractor harmless for all liability or expenses of any kind arising therefrom. The 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: The Contractor agrees to and accepts full responsibility for the acts, negligence and omissions of all the Contractor's employees and agents, the Contractor's subcontractors and contract laborers and for those of all other persons doing work under a contract or agreement with the 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 or representatives of the County.

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

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

## **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: Lee County  
200 South Main, Rm 201  
Giddings, TX 78942

To County: Collin County  
  
Attn: County Administrator Bill Bilyue  
2300 Bloomdale Rd, Suite 4192  
McKinney, TX 75071

With copy to: Collin County Purchasing Dept.  
2300 Bloomdale Road, #3160  
McKinney, TX 75071

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.

- 5.03 **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 commissioners courts of the respective parties hereto.
- 5.04 **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.
- 5.05 **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.
- 5.06 **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 matters to be performed under this agreement are payable and performable in Giddings, Lee County, Texas, and venue of any dispute or matter arising under this agreement shall lie in a district court of Lee County, Texas.

