

INTERLOCAL COOPERATION AGREEMENT

This Agreement is made by and entered into between Collin County, Texas (hereinafter referred to as "Collin") and Archer County, Texas (hereinafter referred to as "Archer") on the date indicated below.

WHEREAS, Collin 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, Archer currently has 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 Texas Government Code; and

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

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

ARTICLE 1: DETENTION SERVICES

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

1.1 FACILITIES

Archer warrants that the facilities provided for the detention of Collin's prisoners meet the requirements of the Texas Commission of Jail Standards.

1.2 HOUSING AND CARE OF INMATES

Archer agrees to accept and provide for the secure custody, care and safekeeping of inmates of Collin in accordance with the state and local law, including the minimum standards promulgated by the Texas Commission of Jail Standards. Archer 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 routine drugs and medical supplies.

The per-day rate does not cover medical/health care services provided outside of Archer facility or by anyone 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.

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

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

Collin County agrees to reimburse Archer County for covered services at the rate of 100% of Medicaid Fee Schedule under Indigent Rates or DRG rate allowable whichever is the lowest as long as Collin County Sheriff's Office is responsible for the cost of care under Article 104.002, Texas Code of Criminal Procedure. Archer County or provider will submit current CMS-1500/HCFA 1500 claim form within 95 days of date of service. All claims will be processed for payment within 45 days of a receipt of a HCFA Claim Form.

1.4 MEDICAL INFORMATION

Collin shall provide Archer with medical information for all inmates sought to be transferred to Archer facility under this agreement, including information regarding any special medication, diet or exercise regimen applicable to each inmate.

1.5 TRANSPORTATION AND OFF SITE SECURITY

Collin is solely responsible for the transportation of the inmate to and from Archer facility. Archer 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, etc.) is not covered by the per-day rate and will be billed along with the regular monthly billing submitted to Collin by Archer.

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

Collin shall be responsible for the transportation of its inmates to and from all court proceedings and hearings not arising out of incidents in Archer County.

Collin is responsible for the transportation of its inmates from Archer facility to the Texas Department of Criminal Justice, Institutional Division.

1.6 SPECIAL PROGRAMS

The per-day rate set out in this agreement covers basic custodial care and supervision and does not include any special educational, vocational or other programs unless provided to similar inmates in Archer 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

Archer shall provide the detention services described herein at the Archer County Jail in Archer County, Texas.

ARTICLE 2: FINANCIAL PROVISIONS

2.1 PER DIEM RATE

The per diem rate for detention services under this agreement is Seventy-Five Dollars (\$75.00) per man/day. This rate covers one inmate per day.

A portion of any day shall count as a man-day under this agreement except that Collin 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, Archer will bill for the day of arrival, but not for the day of departure.

2.2 BILLING PROCEDURE

Archer shall submit an itemized invoice for the services provided each month to Collin County.

Invoices will be submitted to the officer of Collin County hereby designated to receive the same on behalf of Collin County to-wit:

Collin County Accounts Payable
2300 Bloomdale Rd., STE 3100
McKinney, TX 75071

Collin shall make payment to Archer County in accordance with chapter 2251 of the Government Code. Collin County will remit payment to:

Archer County Sheriff's Office
P.O. Box 517
Archer City, Texas 76351

ARTICLE 3: TERM OF AGREEMENT

3.1 PRIMARY TERM

The primary term of this agreement is for a period beginning upon the date of execution by the Commissioners Court of each of the parties and end September 30, 2024.

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.

3.3 TERMINATION

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 party to the County offices specified herein.

This agreement will likewise terminate upon the happening of any event that renders performance hereunder by Archer 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 Collin's inmates.

ARTICLE 4: ACCEPTANCE OF INMATES

4.1 COMPLIANCE WITH THE LAW

Nothing herein shall create any obligation upon Archer to house Collin's inmates where the housing of said inmates will, in the opinion of the Archer's Sheriff, raise the population of the facility above the permissible numbers of inmates allowed by law or will, in the Archer County Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of jail personnel and/or 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 Archer County Sheriff determines that a condition exists at the Archer facility necessitating the removal of Collin's prisoners or any specified number thereof, Collin shall, upon notice by the Archer's Sheriff to Collin's Sheriff, remove said prisoner(s) from the facility within eight hours.

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

4.2 ELIGIBILITY FOR INCARCERATION AT FACILITY

The only inmates of Collin eligible for incarceration in the Archer 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 Collin's jail and pursuant to the custody assessment system in place at the Archer facility before the inmate is eligible for incarceration at the Archer facility.

All inmates proposed by Collin to be transferred to the Archer facility under this Agreement must meet the eligibility requirements set forth above.

Archer 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 Archer facility, Archer reserves the right to demand that Collin remove that inmate and Collin may replace said inmate with a non-high risk inmate of Collin.

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

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

Archer has the right to refuse acceptance of any prisoner of Collin.

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

Collin inmates may also be required to be removed from the Archer facility when their classification changes for any purpose, including long-term medical segregation.

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

4.4 INMATE SENTENCES

Archer 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 computations and record keeping shall continue to be the responsibility of Collin.

It shall be the responsibility of Collin to notify Archer of any discharge date for an inmate at least ten days before such date. Archer will release inmates of Collin only when such release is specifically requested in writing by the Sheriff of Collin. However, it is agreed that the preferred and usual course of dealing between the parties shall be for Collin to pick up and return inmates to Collin's facility shortly before their discharge date and for Collin to discharge the inmate from its own facility.

Collin accepts all responsibility for the calculations and determinations set forth above and for giving Archer notice of the same time.

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

4.5 LIABILITY

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

Archer agrees to and accepts the duty and responsibility for overseeing all safety precautions, programs and equipment reasonably necessary to the safety of Archer subcontractors and/or contract laborers and for those of all other persons doing work under a contract or agreement with Archer.

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

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

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

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

ARTICLE 5: MISCELLANEOUS

5.1. 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 may deliver all notices, demands, or other writings by United States mail or other reliable courier at the following address:

Archer: Archer County, Texas
Attn: Archer County Judge
P.O. Box 458
Archer City, TX 76351

Collin: Collin County, Texas
Attn: Collin County Judge
2300 Bloomdale Rd., STE 4192
McKinney, TX 75071

Collin County Purchasing Department
2300 Bloomdale Rd., STE 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.

5.3. 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 the Commissioners Courts of the respective parties hereto.

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 Collin County, Texas, and venue of any dispute or matter arising under this agreement shall lie in the District Court of Collin County, Texas.

5.6. APPROVALS

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

5.7. SEVERABILITY

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the

transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

5.8. 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 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.

5.9. FUNDING SOURCE

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

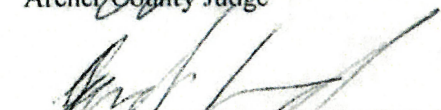
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized agents, officers and/or officials on the dates set forth below.

Archer County



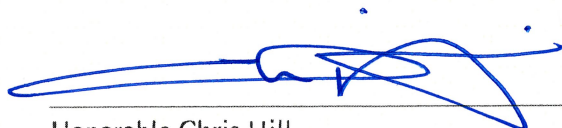
Archer County Judge

Date: July 9, 2024



Archer County Sheriff

Collin County



Honorable Chris Hill
Collin County Judge

Date: 27 AUGUST 2024



Jim Skinner, Collin County Sheriff