

## **Interlocal Cooperation Agreement for Jail Services**

This Interlocal Cooperation Agreement ("Agreement") is entered into by and between Collin County, on behalf of the Sheriff's Office ("Agency"), and the City of Wylie, Texas, a home-rule municipality ("Wylie"). Wylie and Agency are at times each referred to herein as a "party" or collectively as the "parties."

### **RECITALS:**

1. Wylie has established a detainee lockup or holding facility known as the Wylie Jail, located at 2000 North Highway 78, Wylie, TX 75098 ("Wylie Jail"), for the handling, processing, housing, and detention of persons (detainees) arrested by authorized law enforcement agencies.
2. Agency desires to obtain jail services from Wylie at the Wylie Jail for the handling, processing, housing, and detention of persons arrested by Agency and for office space as provided by Wylie for use by Agency employees in preparing briefings, reports, and other approved activities, and Wylie has agreed to provide such access and use under the terms and conditions of this Agreement and pursuant to the provisions of Chapter 791 of the Texas Government Code (known as the Interlocal Cooperation Act), as amended.
3. Agency has agreed to transport detainees held at the Wylie Jail to the Collin County Jail.
4. The provision of such services is a governmental function that serves public health, safety, and welfare and is of mutual concern to the parties.
5. The parties deem it to be in the best interest of both parties to enter into this Agreement.
6. The consideration for the performance of governmental functions or services pursuant to this Agreement is in an amount that fairly compensates the performing party for the services or functions performed under this Agreement.

NOW, THEREFORE, in consideration of the foregoing and on the terms and conditions hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### **Section 1: Definitions**

As used in this Agreement, the following terms have the meanings set forth in this section:

The term "Jail Services" means all services legally necessary to provide for the confinement in the Wylie Jail of persons (detainees) accused or convicted of an offense.

### **Section 2: Term**

#### **2.01 Term**

The term of this Agreement shall begin on the Effective Date of this Agreement and end on September 30, 2025, unless terminated earlier by a party in accordance with the terms of this Agreement. The term of this Agreement shall be extended for successive terms of one (1) year each on the same terms and conditions

provided that a party has not provided to the other party a written notice of non-extension, which is ineffective unless received by the other party at least thirty (30) days before the end of the then-current term.

## **2.02 Termination**

Either party may terminate this Agreement at any time and for any reason by giving the other party at least thirty (30) days prior written notice thereof.

## **Section 3: Jail Fees**

There will be no jail fees charged under this Agreement. In lieu of jail fees, agency agrees to transport as described in section 4.05.

## **Section 4: Jail Services**

### **4.01**

Wylie agrees to the Jail Services, subject to the availability of space at the Wylie jail at the time the Agency requests Jail Services. Space will be unavailable when the Wylie Jail is filled to 100% of its capacity and unable to accept additional detainees. The Jail Manager is authorized to determine when the Wylie Jail is filled to 100% capacity and unable to accept additional detainees. Agency shall be notified when space unavailability is imminent.

### **4.02**

The Wylie Jail shall provide the following Jail Services in accordance with the Wylie Jail policies and procedures, as they exist as of the Effective Date of this Agreement and as they are amended or modified from time to time in Wylie's sole discretion:

- (a) Intake of detainees brought to the Wylie Jail for Class C arrests if the detainee is presented by a Peace Officer with a valid and original warrant, a certified or facsimile copy of a valid arrest warrant, a teletype confirmation or an email confirmation of the warrant or a Probable Cause affidavit.
- (b) Intake of detainees brought to the Wylie Jail for Class B and above arrests if the detainee is presented by a Peace Officer with a valid CCSO Custody Sheet, Probable Cause Affidavit or warrant or TTY confirmation, Transfer of Custody Sheet, Bail Request Form, respective city custody sheet and any additional required documentation as per then-current Wylie Jail policy.
- (c) Intake of detainees brought to the Wylie Jail with a completed inventory and storage of Agency detainee property and/or monies. Acceptance of bulk property will be limited.
- (d) Intake of detainees brought to the Wylie Jail with a completed medical questionnaire and a Screening Form for Suicide and Medical/Mental/Developmental Impairments (EIMI Form).

- (e) Photograph and fingerprint each Agency detainee.
- (f) Feed and clothe each detainee according to the Wylie Jail's then-current policy.
- (g) Handle, process, and detain each Agency detainee in the Wylie Jail until such detainee is transferred to another jail facility or released on bond or by other lawful means.
- (h) Operate and maintain the Wylie Jail in accordance with applicable federal, state, and local laws.
- (i) Provide magistrate services according to federal and state law and the Wylie Jail's then-current policy.
- (j) If the magistrate in Wylie orders electronic monitoring or global positioning monitoring as a bond or other condition of pretrial release for a specific defendant, for example under article 17.43, 17.44, or 17.49, Code of Criminal Procedure, and the defendant reasonably appears able to post bail or security and qualify for release under art. 17.29, then Wylie will notify the Agency so that the Agency may promptly transport the person to the county jail for outfitting with an electronic or GPS monitor.
- (k) For all detainees transferred to the county jail, Wylie Jail will contemporaneously provide all relevant paperwork, including jail records, health or medical records, including all records related to article 16.22, Code of Criminal Procedure (*e.g.*, EIMI and fit-for-confinement forms), and magistration documents, to the county jail.

"Magistration documents" means all documents produced in connection with the post-arrest procedures under articles 15.17–15.19 and chapter 17, Code of Criminal Procedure, including

- a peace officer's probable-cause affidavit and any related report,
- an officer's statement or form with information relevant to setting the amount of bail (art. 17.15(a)(3) ("circumstances under which the offense was committed")),
- a document of a magistrate's probable-cause determination (art. 17.033),
- a public safety report (art. 17.022),
- a detainee's forms related to a request for indigent defense counsel, a financial ability form, and bail forms (arts. 17.028(f) & (g), 1.051)
- a record of a bail decision (art. 17.028), including a bail form with conditions of bail (CCP art. 17.51; Gov't Code, § 72.038) and a commitment (art. 17.27),
- an emergency protective order (17.292), and
- a commitment (art. 17.27).

- (l) Follow the Wylie Jail's release policy upon acceptance of the appropriate fines and/or bonds posted.
- (m) The Wylie Jail will make reasonable efforts to notify the county jail of inmates who will likely transfer to the county jail and who likely will need medical care quickly, including but not limited to, a person who (a) needs dialysis, (b) is currently on a prescribed course of medication-assisted treatment (MAT) for any type of addiction, (c) appears or self-reports to be a regular user of drugs or alcohol and may, thus, need withdrawal management or MAT, (d) needs medication for epilepsy more than once per week, (e) is pregnant, or (f) requires scheduled medications of any kind. The Agency may elect to transfer such a person to the county jail sooner than the schedule set out in section 4.05. The Wylie Jail will use reasonable efforts to determine an inmate's healthcare providers, including prescribing physician, pharmacy, or name of treatment program.

#### 4.03

If an Agency's detainee arrives at the Wylie Jail with a medical or other emergency that requires the detainee to be transferred to the emergency room or other facility prior to booking in Wylie's sole discretion, Agency agrees that the arresting agency's officer will be responsible for accompanying the detainee to the emergency room or other facility.

#### 4.04

Wylie reserves the right to refuse the intake or booking of Agency's detainee when, in the Wylie Detention Officer's sole discretion, such detainee possesses a safety threat to himself/herself or others.4.05

The Wylie Jail may notify the Agency when detainees are ready for transport from the Wylie Jail to the county jail. After notice, the Agency will transport detainees Monday through Friday, and the Agency will select the days for transport (not to exceed three days a week). The Agency will not transport detainees on Collin County holidays, although Wylie may transport detainees on such holidays. The Agency will reasonably confer with Wylie about the transport schedule, and the Agency will use reasonable efforts to transport detainees promptly after notice.

Because the City of Wylie is located in Collin, Dallas, and Rockwall Counties, Wylie will use reasonable efforts to transport persons who have a charge from Dallas or Rockwall County, and no charge from Collin County, to the county jail in those counties.

As of this contract's outset in June 2024, the Wylie Jail has typically released about 76% of arrested persons after magistration and transported about 24% to the county jail. The Wylie Jail has typically transported about 2–3 persons to the county jail per week, although the figure has been as high as 7–8 persons. If, in the Agency's judgment, this section's transportation duties grow too burdensome in relation to its benefits under this Agreement, the parties will renegotiate this Agreement.

Also as of June 2024, the Sheriff's Office has typically arrested 5–7 persons a week in the patrol district in which the Wylie Jail is located. If, in the Wylie Jail's judgment, its jailing duties grow too burdensome in relation to its benefits under this Agreement, the parties will renegotiate this Agreement.

## **Section 5: Medical and Transport Services**

### **5.01**

Wylie may in its sole discretion refuse to accept for intake into the Wylie Jail any Agency detainee that appears in need of medical treatment or medical services.

### **5.02**

The Wylie Fire Department will provide medical, emergency, and ambulance transport service for Agency detainees held in the Wylie Jail; provided, however, all costs incurred by Wylie for providing such services shall be charged to the Agency detainee, in accordance with the then-current Wylie policy and procedures. Agency detainees held in the Wylie Jail shall be responsible for their own medical bills and such medical, emergency, and ambulance transport service charges.

### **5.03**

The Agency will not consent to medical treatment for, nor admit an Agency arrestee or detainee into a hospital, on Wylie's behalf.

### **5.04**

Agency detainees detained for class C misdemeanor offenses may be released from the Wylie Jail if the Agency cannot provide transport services for an Agency detainee under the following conditions:

- (a)     Reactivation of the warrant(s) for which the detained is being held;
- (b)     Charges are filed at large; or
- (c)     Charges are not filed.

### **5.05**

**Emergency Medical Services.** Under section 5.02, the Wylie Jail will call for, or provide, emergency transport for an Agency detainee who needs emergency medical services, and the Agency will be responsible for costs. The Wylie Jail will inform the Agency's detention facility about any Agency detainees who receive emergency medical services as soon as practicable but no later than one business day after emergency services are provided.

**Routine Health Services.** The Wylie Jail will provide Agency detainees with the same health services as all other detainees in the Wylie Jail.

**Off-Site Health Services.** The Wylie Jail will inform the Agency's detention facility about any Agency detainee who needs non-emergency, off-site medical services *before* the provision of such services. Wylie will reasonably assist the Agency to monitor use of off-site services by providing information about the course of the detainee's care and treatment. The Agency may elect to assume physical custody of such a detainee to manage costs (other than as necessary for the provision of emergency services). In appropriate circumstances, the Agency may arrange for the release of a detainee who does not need emergency medical care.

(a) Wylie will arrange to transport a detainee to an appropriate facility.

(b) Wylie will provide officers to escort and provide security for the transport of the detainee to a facility, and the Agency will use its best efforts to send relief officers to provide security within these times, beginning at the initial dispatch time, depending on the facility:

(i) Hunt Regional Medical Center, 4215 Joe Ramsey Blvd. E, Greenville, TX 75401 – 90 minutes,

(ii) Medical City Plano, 3901 W. 15th Street, Plano, TX 75075 – 90 minutes,

(iii) Baylor University Medical Center, 3500 Gaston Ave., Dallas, TX 75246 – 2.5 hours, and

(iv) Parkland Health, 5200 Harry Hines Blvd., Dallas, TX 75235 – 2.5 hours.

(c) Wylie will notify the Agency within five minutes of dispatching a detainee escort, and the Agency will communicate on the progress of relief officers with Wylie's dispatch center.

After notifying and conferring with the Agency, a Wylie Jail supervisor has the authority to arrange for an off-site provider to bill the Agency for the costs of medical services or hospitalization for any Agency detainee. If a provider is unable to bill the Agency directly, the Agency will reimburse Wylie for all such costs paid by Wylie.

As between Wylie and the Agency, the Agency will be responsible for the costs of off-site health services and emergency medical services.

## **Section 6: Civil Liability**

Each party will remain the employer of its own employees, principal to its own agents, and owner of its own property. The parties are not agreeing to act as co-employers by virtue of this agreement. Section 791.006, Government Code, notwithstanding, each party will be responsible for its own defense and liability—and for those of its officials, officers, reserve deputies, reserve detention officers, and employees—in the event of any claim, dispute, or lawsuit related to a performance under this agreement.

This Agreement does not create any form of personal liability on the part of any official, officer, employee, or agent who is an individual of the Agency or the Wylie. Neither party will sue or try to hold an official, officer, employee, or individual agent of the other party personally liable for any personal injuries or property damage.

It is expressly understood and agreed that, in the execution and performance of this Agreement, the parties have not waived, nor shall be deemed hereby to have waived, any immunity, governmental, sovereign and/or official, or defense that would otherwise be available to them against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein. The parties do not intend to create or right for, or in favor of, a person who is not a party to this Agreement.

**With regard to the provision of a defense under this paragraph, the parties shall cooperate with the one another in defending a claim or suit, including providing reasonable access to, and copies of, documents, electronic or magnetic data, and access to witnesses or other persons with discoverable knowledge such as detention officers, employees, or other persons under the parties' supervision or control.**

#### **Section 7: Amendment**

This agreement will not be amended or modified other than in a written agreement signed by the parties. No party will try to enforce a purported amendment that is not written and properly approved by each party's governing body under Section 791.011(d) of the Government Code.

#### **Section 8: Controlling Law; Venue**

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas, and both parties agree that venue shall be in Collin County, Texas.

#### **Section 9: Contingency Plan**

In the event that the Wylie Jail is damaged due to a natural disaster or man-made disaster that renders it unusable, as determined by Wylie in its sole discretion, Wylie will notify Agency that Wylie can no longer receive detainees under this Agreement. If Agency has detainees in custody at the time of any natural or man-made disaster, Wylie will continue custody until authorization for release is received or such detainees are transferred to the Collin County Jail.

#### **Section 10: Notices**

##### **10.01: Notice**

(a) Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or be delivered the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

if to Wylie, to:  
Brent Parker, City Manager  
Wylie Municipal Complex  
300 Country Club Rd., Building 100, 1<sup>st</sup> floor  
Wylie, TX 75098

with a copy to:  
Chief Anthony Henderson  
Wylie Police Department  
2000 N. Hwy 78  
Wylie, TX 75098

if to Agency, to:  
Yoon Kim, County Administrator  
Collin County  
2300 Bloomdale Road  
McKinney, TX 75071

with a copy to:  
William Armstrong, Asst. Chief Deputy  
Collin County Sheriff's Office  
4300 Community Ave.  
McKinney, TX 75071

## **Section 11: 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. This Agreement shall be deemed to have been drafted equally by all parties hereto. The language of all parts of this Agreement shall be constructed as a whole according to its fair and common meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.

## **Section 12: Counterparts**

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

## **Section 13: 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 this Agreement.

## **Section 14: Exclusive Right to Enforce this Agreement**

Wylie and the Agency 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. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.

## **Section 15: Prior Agreements Superseded**

This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both parties. This Agreement is not assignable.

## **Section 16: No Partnership or Agency**

The parties hereto have not created a partnership and nothing contained in this Agreement shall in any manner whatsoever constitute any party the partner, agent or legal representative of the other party, nor create any fiduciary relationship between them for any purpose whatsoever. No party shall have any authority to act for, or to assume any obligations or responsibility on behalf of, the other party except as may be, from time to time, agreed upon in writing between the parties or as otherwise expressly provided in this Agreement.

## **Section 17: Severability**

The provisions of this Agreement are severable. In the event that any paragraph, section, subdivision, sentence, clause or phrase of this Agreement shall be found to be contrary to the law, or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of

this Agreement. However, upon the occurrence of such event, either party may terminate this Agreement by giving the other party fifteen (15) days written notice of its intent to terminate.

*[Signature page follows.]*

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

City of Wylie, Texas

By: Brent Parker  
Brent Parker, City Manager

Date: 8/27/24

Agency:

By: Chris Hill  
Print Name: CHRIS HILL  
Title: COUNTY JUDGE

Date: 9 OCT 2024