

STATE OF TEXAS §
 §
COUNTY OF WICHITA §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN COLLIN COUNTY AND WICHITA
COUNTY FOR JAIL SERVICES**

This Inter-local Agreement is entered into by and between WICHITA County, Texas, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, hereinafter referred to as "WICHITA," and COLLIN COUNTY, Texas, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, hereinafter referred to as "COLLIN."

WITNESSETH

WHEREAS, TEXAS GOVERNMENT CODE, Chapter 791, authorized local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

WHEREAS, such a consolidated effort for the housing and care of certain incarcerated inmates are in each party's best interest and that of the public and this agreement will increase the effective and efficient functioning of each party; and

WHEREAS, WICHITA and COLLIN are local governments as defined in the TEXAS GOVERNMENT CODE, Section 791.003(4), have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, WICHITA and COLLIN specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party; **NOW THEREFORE**, in consideration of the premises, and of the terms, provisions, and mutual promises herein contained which fairly compensate the performing party, it is mutually agreed as follows:

ARTICLE I
TERM AND EFFECTIVE DATE

1. **TERM**: The 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, 2025.
2. **RENEWAL**: 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. **TERMINATION**:
 - A. This Agreement may be terminated without cause at any time at the option of either WICHITA or COLLIN upon the giving of sixty (60) days written notice to the other party in the manner and form provided for herein. The Notice is effective if sent by either the County Judge or the Sheriff. The termination of the Agreement will be effective upon the last day of the month in which the expiration of the sixty (60) day period occurs.
 - B. This Agreement is also subject to termination upon the occurrence of an event that renders performance hereunder by WICHITA impracticable or impossible, such as severe damage or destruction of WICHITA's facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of COLLIN inmates.

ARTICLE II
DETENTION SERVICES

For the purposes and consideration herein stated and contemplated, WICHITA 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, or national origin; to-wit:

1. **PURPOSE:** WICHITA shall provide housing and food to inmates presented by COLLIN who meet the following minimum criteria (as determined by the WICHITA County Sheriff or his designee):
 - A. Inmate must be at least 18 years of age;
 - B. Inmate must be of good general health; and
 - C. Inmate with serious institutional behavior history (as defined by the WICHITA disciplinary plan approved by the Texas Commission on Jail Standards) in the last 90 days will not be accepted.
2. **HOUSING AND CARE OF INMATES:** WICHITA will confine inmates and give them reasonable and humane care and treatment, consistent with the Texas Commission on Jail Standards and other express provisions in this Agreement. WICHITA will provide, as set out herein, for inmate's physical needs, retain them in safe custody, supervise them, maintain proper discipline and control, make certain inmates receive no privileges except those generally afforded other inmates and that the judgments and orders of the committing court and Board of Parole and Post- Prison Supervision are faithfully executed.
3. **MEDICAL SERVICES:** The per-day rate under this Agreement covers only routine medical services such as on-site sick call (when provided by WICHITA or contracted 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 WICHITA's facility or by other than WICHITA facility staff, prescription drugs and treatment, or surgical, optic and dental care, and does not include the costs associated with the hospitalization of any inmate. COLLIN shall reimburse WICHITA the amount spent for medical services of all COLLIN inmates, other than routine medical services included in the per-day rate.
4. **OFF-SITE SERVICES:** COLLIN COUNTY Sheriff or designee shall be informed of any COLLIN inmates receiving emergency medical care, including but not limited to hospitalizations, that results in off-site services as soon as practicable after the service occurs (not more than 1 working day). WICHITA will assist COLLIN to monitor utilization of off-site services by providing information about the course of an inmate's care and treatment. COLLIN may elect to retake and return to COLLIN physical custody of an inmate to manage costs and utilization of services unless emergency care of the inmate is required.
5. **OFF-SITE BILLING:** This Agreement provides WICHITA with the authority to arrange for the off-site provider to bill COLLIN for the costs of hospitalization and/or medical care for any COLLIN inmate. In the event direct billing is unavailable, COLLIN shall reimburse WICHITA in accordance with the terms of this Agreement.
6. **MEDICAL RECORDS:** COLLIN agrees to provide WICHITA with a copy of each inmate's medical, dental, and mental health record(s) for the purposes of continuity of care. WICHITA agrees to maintain a confidential record of the health care of each inmate. COLLIN shall ensure that these records are provided no less than 24 hours prior to the inmate's arrival at the WICHITA County Jail. A copy of each inmate's record shall be returned to COLLIN at the time each COLLIN inmate is returned.

7. **MEDICAL INVOICES:** COLLIN shall reimburse WICHITA monthly for health care services and associated expenses for which COLLIN is responsible under this section. WICHITA shall provide COLLIN with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
8. **INMATE MEDICAL REPORT:** Upon request from COLLIN, WICHITA will provide an inmate report of health care provided.
9. **FACILITY INSPECTION:** WICHITA agrees to allow periodic inspections of the facilities by COLLIN law enforcement personnel. The reports of state or federal inspections of the facilities will be provided to COLLIN upon request.
10. **TRANSPORTATION AND OFF-SITE SECURITY:** WICHITA is solely responsible for the transportation of inmates between the WICHITA County Jail and the COLLIN Facility. WICHITA agrees to provide ambulance and other transportation for COLLIN inmates to and from local off-site medical facilities and will invoice COLLIN in accordance with Article 2, Section 7.
11. **COURT APPEARANCES:** WICHITA shall be responsible for the transportation of COLLIN inmates to/from WICHITA Jail. WICHITA will be responsible for the transportation of inmates for all court proceedings and hearings and during court appearances in COLLIN County.
12. **TRANSPORTATION To TDCJ:** WICHITA is responsible for the transport of COLLIN inmates to the Texas Department of Criminal Justice, Institutional Division.
13. **GUARD SERVICE:** WICHITA will provide guard services as requested or required by the circumstances or the law for inmates admitted or committed to an off-site medical facility at **the rate of \$40 per hour/per guard (minimum 2 guards per transport)**. WICHITA shall provide with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
14. **SPECIAL PROGRAMS:** The per day rate set out in this Agreement covers basic custodial care and supervision and does not include special educational, vocational or other programs provided to inmates in WICHITA's facilities. The parties may contract by written agreement to the provision of special programs.
15. **LOCATION AND OPERATION OF FACILITY:** WICHITA shall provide the detention services described herein at the WICHITA County Jail located in Wichita County, Texas.
16. **ADMITTING AND RELEASING:** COLLIN shall provide inmate biographical information and charge information for each inmate no less than 24 hours prior to the inmate's arrival at the WICHITA County Jail. WICHITA shall be responsible for the admitting and releasing of inmates placed in WICHITA's facility. WICHITA will maintain records of all such transactions in a manner agreed upon by WICHITA and COLLIN provide such records to COLLIN upon request.
17. **RETURN OF INMATES to COLLIN:** Upon demand by COLLIN, WICHITA will relinquish to COLLIN physical custody of any inmate. Upon request by WICHITA, COLLIN will resume custody of any inmate so requested within two (2) calendar days, or unless a different time is agreed upon by both parties.

ARTICLE III
FINANCIAL PROVISIONS

1. **PER DIEM RATE:** The per diem rate for detention services under this Agreement is NINETY dollars (\$90.00) per man-day, subject to Article 1, Section 2 of this Agreement. This rate covers one inmate per day. A portion of any day will count as a man-day under this agreement.
2. **BILLING PROCEDURE:** WICHITA shall submit an itemized invoice for the services provided each month to COLLIN, in arrears. Such invoice will include a list of each of the inmates housed and the number of calendar days per inmate. Payments will be made in accordance with Government Code Sec. 2251.021 Time for Payment by Governmental Entity. COLLIN will make payment to WICHITA within thirty (30) calendar days after receipt of the invoice. Payment will be in the name of WICHITA County, Texas and will be remitted to:

WICHITA COUNTY TREASURER
900 7th Street, Suite 137
Wichita Falls, TX 76301

ARTICLE IV
ACCEPTANCE OF INMATES

1. **COMPLIANCE WITH LAW:** WICHITA warrants that it will comply with all federal and state laws and with the requirements of the Texas Commission on Jail Standards while housing COLLIN inmates under this Agreement. Nothing herein will create any obligation upon WICHITA to house COLLIN inmates where the housing of said COLLIN inmates will, in the opinion of WICHITA Sheriff, raise the population of the facility above the permissible number of inmates allowed by law, or will, in the WICHITA County Sheriffs 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 inmates housed at the facility. At any time that WICHITA Sheriff determines that a condition exists at WICHITA's facility necessitating the removal of COLLIN inmates, or any specified number thereof, COLLIN shall, upon notice by WICHITA Sheriff to COLLIN Sheriff, immediately remove said inmates from the facility. COLLIN will make every effort to remove any inmate within eight (8) hours of notice from WICHITA.
2. **PRISON RAPE ELIMINATION ACT (PREA) COMPLIANCE:** This is an Agreement for the confinement of inmates as described by 28 CFR 115.12. WICHITA has adopted and complies with the standards of the Prison Rape Elimination Act. WICHITA shall provide COLLIN with access for contract monitoring as described in Section 115.12 (b) to ensure that WICHITA is complying with the PREA standards in the provision of services under this Agreement.
3. **ELIGIBILITY FOR INCARCERATION AT THE FACILITY:** The only inmates of COLLIN eligible for incarceration at the facility under this Agreement are inmates eligible for incarceration in the facility in accordance with this Agreement and the state standards under both the Jail Commission approved custody assessment system in place at the COLLIN jail and pursuant to the custody assessment system in place at WICHITA's facility.
4. **CLASSIFICATION:** All inmates proposed by COLLIN to be transferred to WICHITA's facility under this Agreement must meet the eligibility requirement set forth above. WICHITA reserves the right to review the inmate's 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 WICHITA's facility, WICHITA reserves the right to demand that COLLIN remove that inmate and, if possible, replace said inmate with an appropriate inmate of COLLIN.


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.

3. **AMENDMENTS:** This Agreement will not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the commissioner's courts of the respective parties hereto.
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. **REPRESENTATION:** Each party understands and agrees that each party, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representative of the other party.
6. **INDEPENDENT RELATIONSHIP:** Each party shall have and retain the exclusive right of control over its employees and contractors assigned to perform services under this Agreement in accordance with the applicable laws of the State of Texas. Neither party has the authority to bind nor otherwise obligate the other orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the parties.
7. **SEVERABILITY:** If any provision of this agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as part of this Agreement a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.
8. **LIABILITY:** This agreement is made for the express purpose of providing detention services, which both Parties recognize to be a governmental function. Except as hereinafter provided neither Party assumes any liability beyond that required by law. Each party understands and agrees that it is responsible only for the acts, errors, or omissions of its employees and contractors. This Agreement is not intended to create any cause of action for the benefit of third parties.
9. **APPROVALS:** This Agreement must be approved by the governing bodies of both parties in accordance with the Texas Inter-Local Cooperation Act.
10. **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.

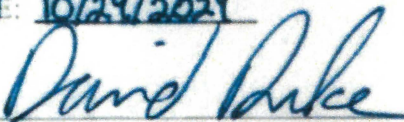
ARTICLE VI
EXECUTION

In Testimony and Witness of which this Agreement has been executed in duplicate originals as follows:

WICHITA COUNTY, TEXAS:




JIM JOHNSON, WICHITA COUNTY JUDGE
DATE: 10/29/2021

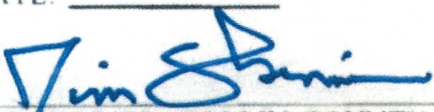


DAVID DUKE, WICHITA COUNTY SHERIFF
DATE: _____

COLLIN COUNTY, TEXAS:



CHRIS HILL, COLLIN COUNTY JUDGE
DATE: _____



JIM SKINNER, COLLIN COUNTY SHERIFF
DATE: 11/1/24