

STATE OF TEXAS
COUNTY OF COLLIN
COUNTY OF WISE

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INTERLOCAL COOPERATION AGREEMENT

This Agreement is made by and entered into by Wise County, Texas (hereinafter "Wise") and Collin County, Texas (hereinafter "Collin") 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, Wise 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 Cooperative Agreement for such detention services pursuant to Chapter 791 of the Government Code and

WHEREAS, the parties desire to enter into an agreement pursuant to which Wise 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, Wise shall provide the following necessary and the 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

Wise warrants that the facilities provided for the detention of Collin's prisoners meet the requirement of the Texas Commission on Jail Standards.

1.2 HOUSING AND CARE OF INMATES

Wise agrees to accept and provide for the secure custody, care and safekeeping of inmates of the Collin in accordance with the state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards. Wise 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 the Wise's facility or by 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.

Collin shall pay the Wise an amount equal to the amount Wise 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, Wise shall contact the 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.

Wise 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 the Wise paying the costs and invoicing Collin for the cost of the hospitalization.

If the hospital or health care provider refuses to bill the Collin directly, Collin shall reimburse Wise such costs within thirty business days of receipt of an invoice from Wise. The invoice may be delivered to Collin personally, by facsimile, by mail or by other reliable courier.

1.4 MEDICAL INFORMATION

Collin shall provide Wise with medical information for all inmates sought to be transferred to Wise's 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 Wise's facility. Wise 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 the Wise.

Wise will provide stationary guard services as requested or required by the circumstances or by the law for an inmate admitted or committed to an off-site medical facility. Collin shall compensate the Wise for the actual cost of said guard services to Wise, which shall be billed by Wise 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 hearing not arising out of incidents in Wise's county.

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

1.6 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 unless provided to similar inmates in Wise's 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

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

ARTICLE 2: FINANCIAL PROVISIONS

2.1 PER DIEM RATE

The per diem rate for detention services under this agreement is one hundred (\$100) per 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, Wise will bill for the day of arrival, but not for the day of departure.

2.2 BILLING PROCEDURE

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

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

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

Payments will be made in accordance with Government Code Sec. 2251.021 Time for Payment by Governmental Entity.

Payment shall be in the name of Wise County, Texas, and shall be remitted to:

Wise County Treasurer
P.O. Box 554
207 North Church Street
Decatur, Texas 76234

ARTICLE 3: TERM OF AGREEMENT

3.1 PRIMARY TERM

The primary term of this agreement is for a period of one year beginning upon the date of execution by the Commissioners Court of each of the parties and ending September 30, 2027.

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 by the other party to receive notices.

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

ARTICLE 4: ACCEPTANCE OF INMATES

4.1 COMPLIANCE WITH THE LAW

Nothing herein shall create any obligation upon Wise to house Collin's inmates where the housing of said inmates will, in the opinion of Wise's Sheriff, raise the population of the facility above the permissible numbers of inmates allowed by law or will, in Wise's Sheriff 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 Wise's Sheriff determines that a condition exists at Wise's facility necessitating the removal of Collin's prisoners or any specified number thereof, Collin shall, upon notice by Wise'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, Wise may deliver up such prisoner(s) to the Sheriff of 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 Wise's 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 Wise's facility before the inmate is eligible for incarceration at the Wise's facility.

All inmates proposed by Collin to be transferred to Wise's facility under this Agreement must meet the eligibility requirement set forth above.

Wise 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 Wise's facility, Wise 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

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

The Contractor reserves 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 Wise's Sheriff makes the inmate unacceptable for continued incarceration in Wise's facility in the opinion of Wise's Sheriff, Collin will be requested to remove said inmate from the facility and shall do so within eight hours upon the request of Wise's Sheriff.

Collin inmates may also be required to be removed from the 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, Wise may deliver up such inmate to the Sheriff of Collin County at the cost and expense of Collin.

4.4 INMATE SENTENCES

Wise 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 computation and recordkeeping shall continue to be the responsibility of Collin.

It shall be the responsibility of Collin to notify Wise of any discharge date for an inmate at least ten days before such date.

Wise will release inmates of Collin 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 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 Wise 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

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

Wise agrees to and accepts the duty and responsibility for overseeing all safety precautions,

programs and equipment necessary to the reasonable safety of Wise's subcontractors and/or contract laborers and for those of all other persons doing work under a contract or agreement with Wise.

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

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

Wise: Wise County, Texas
Attn: Wise County Judge
P.O. Box 393
Decatur, Texas 76234

Collin: Collin County, Texas
Attn: Collin County Judge
2300 Bloomdale Road #4192
McKinney, Texas 75071

County Administrator
2300 Bloomdale Road #4192
McKinney, Texas 75071

Purchasing Department
2300 Bloomdale Road #3160
McKinney, Texas 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

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Collin County, TX.

5.6 APPROVALS

The Commissioners Court of the County and the Commissioners Court of the Contractor 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 affect 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

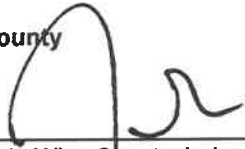
In accordance with the Interlocal Cooperation Act, all amounts due under this agreement are to be paid from current revenues of County.

5.10 EXPENSES FOR ENFORCEMENT

In the event either party hereto is required to employ an attorney to enforce the provisions of this agreement or required to commence legal proceedings to enforce the provisions hereof, the prevailing party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement including collection.

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.

Wise County



J.D. Clark, Wise County Judge



Cary Mellema, Wise County Sheriff

Date: 9-14-20

Collin County

Honorable Chris Hill
Collin County Judge



Jim Skinner, Collin County Sheriff

Date: _____