

REAGAN COUNTY SHERIFF



Jeff Garner
Sheriff

October 7, 2011

Jeff Weatherby
Chief Deputy

Sheriff Truman Richey
Tom Green County
222 W. Harris Ave.
San Angelo, TX 76903
Re: *Housing Agreement*

Destin Wilha
Captain Deputy

P.O. Box 832
320 N. Plaza
Big Lake, TX
76932

Phone
(325) 884-2424

FAX
(325) 884-2252

Sheriff Richey,

Please find enclosed a copy of an inmate housing agreement. I do understand that you do not normally house inmates outside your county, I only felt that this would serve as a "just in case" agreement between our respective facilities. I also wanted you to know that we do have bed space available if the need arises. (male & female)

Two main points I feel that might appeal to you are: 1) the daily rate for housing in Reagan County is now \$40.00 per day and 2) there is no extra charge for transport assistance from our agency. I should point out that transports requested outside of Monday through Friday (8:00am – 5:00pm) will be limited to available personnel. The remainder of the agreement is standard with protection built in for all parties involved.

I know in the past we have been able to house overflow inmates for Tom Green and I would like the opportunity to do so again if the need is there. I hope things are going well for you in your new office.

Thank you in advance for your consideration and if we can be of assistance to you please don't hesitate to call.

Cordially,

Sheriff Jeff Garner
Reagan County

ROUTE TO:

Comm Pct 1 _____

Comm Pct 2 _____

Comm Pct 3 _____

Comm Pct 4 _____

Admin Serv _____

Inmate Housing Interlocal Cooperation Agreement

This Interlocal Cooperation Agreement is made by and between the Texas counties of Reagan and _____ acting by and through their duly authorized commissioner courts and county sheriffs.

A. Definitions:

1. **Customer** means _____ County, Texas acting through its duly elected commissioner's court and county sheriff.
2. **Agreement** means this Interlocal Cooperation Agreement entered pursuant to Chapter 791 of the Texas Government Code, and other law.
3. **RCLEC** means the Reagan County Law Enforcement Center located at 320 North Plaza, Big Lake, Texas 76932.
4. **Reagan County** means Reagan County, Texas, acting by and through its duly elected commissioner's court and county sheriff.
5. **Effective Date** means _____.
6. **Monthly Invoice** means the invoice sent by Reagan County to Customer on a monthly basis outlining payment due for housing, transport, and arraignment services provided by Reagan County pursuant to this Agreement. The Monthly Invoice shall include any amount due for services provided in the period immediately preceding such Monthly Invoice as well as any past due amounts.
7. **Notice of Fee Increase** means any notice sent by Reagan County to Customer notifying Customer of a fee increase for the services performed by Reagan County hereunder.
8. **Arraignment Fee** means the fee charged by Reagan County in the event that Customer's inmate or detainee must be arraigned subsequent to their arrival at the RCLEC. Unless otherwise notified, the Arraignment Fee will be \$50.00 per calendar day that such services are needed.
9. **Termination Date** means the date on which this Agreement terminates by operation of its own terms or through notice of withdrawal by a party.
10. **Calendar Day** means each individual successive 24 hour period beginning at 12 a.m. on the Effective Date.

B. Recitals:

11. WHEREAS, Customer is in need of services related to the transport and housing of

its inmates and detainees; and

12. WHEREAS Reagan County is in a position to assist Customer with services related to the transport and housing of Customer's inmates and detainees; and
13. WHEREAS, the Interlocal Cooperation Act, Chapter 791, Texas Government Code, authorizes units of local government to contract with one or more units of local government to perform governmental functions and services; and
14. WHEREAS, it is mutually advantageous for Customer and Reagan County to enter into this Agreement; and
15. WHEREAS each party to this Agreement is authorized to perform individually, the governmental functions and services contained herein; and
16. 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:

C. Purpose:

17. The purpose of this Agreement is the safe and lawful housing and transport of Customer's inmates and detainees.

D. Term:

18. The term of this Agreement shall be 1 year commencing on the Effective Date. After the expiration of the initial 1 year term, this Agreement shall automatically renew for successive 1 year terms.
19. Either party may terminate this Agreement by giving the other party 30 days written notice of their intent to terminate. Any fees due and owing under this Agreement as of the Termination Date shall be paid by Customer to Reagan County within 30 calendar days after the receipt of a final invoice for services rendered.
20. Reagan County shall provide each Customer with a Monthly Invoice for each month that this Agreement is in force.
21. Customer shall pay Reagan County the Monthly Invoice within 30 calendar days after receipt thereof.

E. Housing and Transport Fees:

22. Customer shall pay \$40.00 per Calendar Day, or any portion thereof, for each

Customer inmate or detainee that is housed in the RCLEC pursuant to this Agreement.

23. Subject to the availability of personnel and equipment, Reagan County agrees to provide reasonable transport services hereunder at no additional cost to Customer at the following times: Monday through Friday from 8 a.m. until 5 p.m. Any other needed transport of inmates and detainees shall be the responsibility of the Customer except that Reagan County may, upon Customer's request and availability of personnel, transport inmates and detainees at other times.

F. Customer's Obligations:

24. Customer shall provide Reagan County proper bond materials, including, but not limited to, a receipt book and bond money handling instructions.
25. Customer authorizes Reagan County to accept, document, and secure inmate bond money until such time as an authorized representative of Customer arranges for the transfer of said bond money to Customer.
26. Reagan County shall not release inmates or detainees being held under the constitutional or statutory authority of Customer except as allowed or required by law.
27. Customer shall comply with all Reagan County policies and procedures including standard operating procedures, general orders and special orders regarding the arrest, intake, booking and release of inmates and detainees. Reagan County shall upon request, provide Customer with a copy of the same including any amendments thereto.

G. Arraignment:

28. Customer shall be responsible for having all inmates or detainees arraigned.
29. In the event that arraignment is needed once an inmate or detainee arrives at the RCLEC Customer will incur the Arraignment Fee.

H. Medical and Transport Services:

30. Reagan County may refuse to house or transport any inmate or detainee that, in Reagan County's sole discretion, would put an undue burden on the personnel, equipment, facilities, or financial resources of Reagan County.
31. Reagan County shall provide medical, emergency and ambulance transport services

for Customer inmates or detainees housed at RCLEC. All cost incurred by Reagan County for providing such services shall be charged to the Customer's inmates or detainees in accordance with Reagan Counties policies and procedures. Customer's inmates and detainees held in the RCLEC shall be responsible for their own medical bills, to the extent allowed by law.

32. Neither Reagan County nor Customer may consent to medical treatment of an inmate or detainee nor admit or sign a Customer's inmate or detainee into a hospital or medical facility, or otherwise assume the financial responsibility therefore. Customer agrees that, to the extent provided by law, they will be responsible, and agree to be billed directly, for health care provided to an inmate or detainee that is considered indigent. In the event that Reagan County incurs any liability whatsoever, with or without notice to Customer, related to the medical treatment of Customer's inmate or detainee while being housed or transported by Reagan County, Customer agrees to reimburse Reagan County therefore.
33. In the event that a Customer's inmate or detainee is in need of hospitalization, Customer shall be responsible for providing a guard to watch said inmate or detainee as soon as reasonable. In the event that Customer does not have personnel available for such assignments Reagan County will charge Customer for this service at the rate of twenty five (\$25.00) dollars per hour.

I. Indemnification:

34. Each party agrees to and accepts full responsibility for the acts, negligence and omissions of such party's officers, agents and employees in the execution and performance of this Agreement.
35. The parties acknowledge that as contemplated by this Agreement there will be, from time to time, inmates or detainees who are housed in, or transported to, the RCLEC pursuant to criminal charges, or suspicion thereof, which were instituted by the Customer. As a result, Customer hereby warrants that each inmate or detainee transported to, or housed in, the RCLEC pursuant to this Agreement shall be so transported or housed only pursuant to a lawful authority. In the event that an inmate or detainee claims that he or she was transported to, or housed in, the RCLEC without lawful authority, then the party who originally had, or claimed to have, the lawful authority to transport or house such inmate or detainee shall be solely responsible for costs related to the defense, including court costs and attorney fees of the respective parties' attorney of choice, related to such claim.
36. Responsibility for civil liability arising from the furnishing of services pursuant to this Agreement shall be assigned as provided by §791.006 Tex. Gov't Code as if

there were no contract between the parties. In other words, the party that requests and obtains services pursuant to this Agreement shall be responsible for any civil liability that arises from the furnishing of those services.

J. Non Waiver:

37. It is expressly understood and agreed that in the execution of this Agreement no party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to or against claims arising in the exercise of governmental functions relating hereto or otherwise. By entering into this Agreement the parties do not create any obligations expressed or implied other than those set forth herein and this Agreement shall not create any rights in any parties not signatory hereto.

K. Insurance:

38. Customer shall maintain in full force and effect insurance for bodily injury, death and property damage insuring and naming Reagan County as an additional insured against all claims, demands or actions relating to the handling, processing, housing, detention or transport of such Customer's inmates or detainees at the RCLEC with a minimum combined single limit of not less than \$500,000.00 per occurrence for injury to persons (including death) and for property damage. Reagan County shall be entitled to copy of such policy of insurance upon request to Customer.

L. Miscellaneous:

39. Current Revenues: Customer is obligated only to pay such payments under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the Customer's respective then current budget year. Should Customer fail to budget, appropriate or otherwise make available funds to pay according to this Agreement, this Agreement will be deemed terminated at the end of the then current budget year. Should Customer not budget or appropriate funds necessary to make payments hereunder, Customer shall provide written notice to Reagan County no later than 30 days before the expiration of Customer's current budget year. Customer agrees to use its best efforts to obtain and appropriate funds to satisfy its financial obligations hereunder.

40. Assignments: This Agreement may not be assigned by any party hereto without the prior written consent of the other party.

41. Entire Agreement: This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement.

Reagan County, Texas:

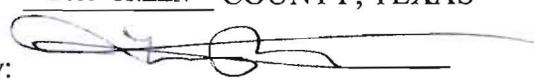
Reagan County
Attn: Reagan County Sheriff
PO Box 832
Big Lake, TX 76932
Fax: 325-884-2252

With a Copy To:
Reagan County Judge
PO Box 100
Big Lake, TX 76932
Fax: 325-884-1503

51. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

M. Signatures:

TOM GREEN COUNTY, TEXAS
By: 
MIKE BROWN, County Judge

TOM GREEN COUNTY, TEXAS
By: 
TRUMAN RICHEY, County Sheriff

REAGAN COUNTY, TEXAS
By: _____
Larry Isom, County Judge

REAGAN COUNTY, TEXAS
By: _____
Jeff Garner, County Sheriff

42. Authorization to Participate: Each Party represents and warrants that its governing body has duly authorized its participation herein.
43. Warranty: By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.
44. Force Majeure: In the event that any party shall be prevented from performing any of its obligations under this Agreement by any act of God, war, riot, civil commotion, strikes, fires, floods or by the occurrence of any event beyond the control of such party then such party shall be excused from the performance of the obligations under this Agreement but only during such periods of Force Majeure.
45. Governing Law: The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties shall be governed by the laws of the State of Texas and venue for any action concerning the Agreement shall be in the 112th District court sitting in Reagan County, Texas.
46. Amendment: This Agreement may be amended only by a mutual written agreement signed by all parties hereto.
47. Recitals: Recitals to this Agreement are incorporated herein.
48. Severability: In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or un-enforceable action shall not affect the other provisions and the Agreement shall be construed as if such invalid, illegal or un-enforceable provisions had never been contained in this Agreement.
49. Supervision: Each party will supervise its respective performance of this Agreement.
50. Notice: Any notice herein required or permitted to be delivered shall be deemed received when sent in the United States Mail, postage prepaid, certified mail, return receipt requested or by hand delivery or facsimile transmission at the addresses set forth below:

Customer:

<u>TOM GREEN</u> County	With a Copy To:
Attn: <u>TRUMAN,</u> County Sheriff	<u>MIKE BROWN</u> County Judge
<u>RICHEY</u> <u>TOM GREEN COUNTY</u>	<u>TOM GREEN COUNTY</u>
<u>SAN ANGELO TX</u>	<u>SAN ANGELO TX</u>
Fax: <u>(325) 655-5393</u>	Fax: <u>(325) 659-3258</u>