

#9.

INTERGOVERNMENTAL AGREEMENT BETWEEN NOLAN COUNTY AND TOM GREEN  
COUNTY REGARDING THE HOUSING OF TOM GREEN COUNTY INMATES IN THE  
NOLAN COUNTY JAIL

STATE OF TEXAS           §  
  §  
COUNTY OF NOLAN       §

I  
PARTIES

This Intergovernmental Agreement, hereafter "Agreement" is made and entered into between Tom Green County and Nolan County, both political subdivisions of the State of Texas.

II  
OVERVIEW

The purpose of this Agreement is to provide for the housing of inmates from the Tom Green County, Texas jail in the Nolan County Texas jail.

III  
GOVERNING LAW

This Agreement is entered into pursuant to Texas Government Code Chapter 791 and is subject to the laws and jurisdiction of the State of Texas and the United States, and shall be construed and interpreted accordingly.

IV  
VENUE

The parties agree that venue for any suit arising from the interpretation or enforcement of this Agreement shall lie in the county being sued.

V  
DEFINITIONS

- 1) A prisoner shall be deemed "accepted" by the Nolan County Jail Facility when the booking of that prisoner into the facility has been completed; until such time, the prisoner is still a Tom Green County prisoner.

- 2) The Nolan County Jail Facility may be referenced as the "Nolan County Jail" or the "Nolan County Facility".

## VI

### APPLICATION AND SCOPE OF AGREEMENT

- 1) Nolan County agrees to house overflow prisoners incarcerated by Tom Green County if space is available. The availability of space shall be determined by the Nolan County Sheriff in accordance with the then current jail regulations set out by the Texas Commission on Jail Standards concerning the operation of jails and categories of prisoners.
- 2) Tom Green County shall pay for all hospital, health care services and prescription and non-prescription drugs provided to any Tom Green County inmate. Billing shall be as per VII, below.
- 3) Tom Green County agrees to comply with all booking procedures of Nolan County. Nolan County shall make proper forms and explanation of procedures available to Tom Green County.
- 4) Nolan County and Tom Green County agree that no injured prisoner shall be housed in Nolan County unless an acceptable medical release, signed by medical personnel, has been submitted to Nolan County prior to the acceptance of the prisoner for incarceration. Said release shall certify that the prisoner may be safely incarcerated.
- 5) Nolan County agrees that, should a Tom Green County prisoner be injured while being housed in Nolan County, Tom Green County shall be notified within twenty four hours of the injury, and shall be provided with copies of all applicable incident reports.
- 6) The Nolan County Sheriff reserves the right to refuse or remove any inmate from the Nolan County Jail Facility if he deems it to be in the best interest of Nolan County. Tom Green County shall promptly arrange to take custody of the prisoner(s), if so requested by the Nolan County Sheriff.
- 7) Tom Green County shall be responsible for all Indigent Defense issues involving inmates with issues before the Courts of Tom Green County, including but not limited to the timely appointment and reimbursement of attorneys, and notification to the Nolan County facility with regard to which attorneys are

representing which inmate. Tom Green County shall be responsible for notifying the attorneys that the inmate is in Nolan County.

- 8) Tom Green County shall be fully responsible and liable for all suits, damages, losses, or expenses, including reasonable attorney's fees, in regard to the transfer of prisoners by Tom Green County, and duties herein assigned to Tom Green County, specifically excluding the actual incarceration of prisoners by Nolan County. Tom Green County retains full liability for each inmate until the inmate has been booked into the Nolan County Jail Facility.
- 9) Nolan County shall be fully responsible and liable for all suits, damages, losses or expenses including reasonable attorney's fees, arising out of Nolan County's performance or nonperformance of the services and duties stated herein, but only in regard to the actual holding and incarceration of prisoners by the Nolan County Jail Facility, and specifically excluding the transfer of prisoners to and from the Nolan County Facility unless transported by Nolan County.

## VII PAYMENT

Nolan County shall assess a fee for housing prisoners at the rate of \$45.00 per day per prisoner, and shall bill Tom Green County on a monthly basis for said cost in an itemized statement showing the number of days per individual prisoner being housed. Nolan County shall charge the fee on the day the prisoner is booked in, and there shall be no charge for the day the prisoner is released. Healthcare costs, whether medication, service or laboratory charges, shall be documented by copy of the bill from the vendor or supplier.

## VIII AGREEMENT MODIFICATION

No modifications, amendments or supplements to, or waivers of, any provision of this Agreement shall be valid unless made in writing and executed in the same manner as this Agreement. The parties agree that no oral statements of any person shall be taken to modify the terms of this Agreement.

## IX SEVERABILITY

If any portion of this Agreement is held to be illegal, invalid, or unenforceable under present of future laws effective during the term hereof, such provision shall be fully

severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance therefrom.

X  
MULTIPLE COUNTERPARTS

This agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constitutes, collectively, one agreement. However, in making proof of this agreement, it shall be necessary to produce or account for more than one such counterpart.

XI  
EFFECTIVE DATE OF AGREEMENT

This Agreement shall be in effect from and after the date that the final signature is set forth below. It is the intent of the parties that this Agreement shall be for a term of one year and shall automatically renew on a yearly basis. However, any party may terminate this Agreement by notifying the other in writing sixty days prior to the expiration date that it intends not to renew the Agreement. In addition, either party may seek to renegotiate the Agreement no less than sixty days prior to the expiration of the Agreement term.

Approved for signature of Stephen C. Floyd, County Judge, in the Commissioners Court of Tom Green County, Texas, sitting as the governing body of Tom Green County, acting in this matter at the request of the Elected Sheriff, David Jones, this 15<sup>th</sup> day of November, 2016 on the motion of Commissioner deCordova seconded by Commissioner Bacon

Tom Green County

Approved as to Form:



Stephen C. Floyd  
County Judge, Tom Green County

\_\_\_\_\_  
Chris Taylor  
County Attorney, Tom Green County



Date: November 15, 2016

Attest: Elizabeth McGill  
Elizabeth McGill  
Tom Green County Clerk

Accepted and requested by:

Dale Pearce  
~~David Jones~~ Dale Pearce  
Tom Green County Sheriff Chief Deputy

Approved for signature of Whitley May, County Judge, in the Commissioners Court of Nolan County, Texas, sitting as the governing body of Nolan County, acting in this matter at the request of the Elected Sheriff, David Warren, this 14th day of November, 2016 on the motion of Commissioner Doug Alexander second by Commissioner Terry Willman

Nolan County

Whitley May  
Whitley May  
County Judge, Nolan County

Approved as to Form:

Lisa L. Peterson  
Lisa L. Peterson  
Nolan County Attorney

Date: November 14, 2016



Attest: Pat McGowan  
Pat McGowan  
Nolan County Clerk

Accepted and requested by:

David Warren  
David Warren  
Nolan County Sheriff