

INTERLOCAL COOPERATION AGREEMENT

This Agreement is made by and entered into between Henderson County, Texas (hereinafter "Contractor") and Coffee City, Henderson County, Texas (hereinafter "City") on the date indicated below.

WHEREAS, City has need for third party to provide housing and care for certain inmates incarcerated or to be incarcerated in its jail, and

WHEREAS, Contractor 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 Cooperation Agreement for such detention services pursuant to Chapter 791 of the Government Code (Vernon's 1992) (formerly Article 4413(32c), Tex. Rev. Civ. Stat.), and

WHEREAS, the City and the Contractor desire to enter into an agreement pursuant to which the Contractor will provide housing and care for certain inmates incarcerated or to be incarcerated in the City's jail.

NOW. THEREFORE, in consideration of the promises, covenants and agreements contained herein, the parties hereto mutually agree as follows:

ARTICLE I

DETENTION SERVICES

1.01 HOUSING AND CARE OF INMATES: Contractor agrees to accept, and provide for the secure custody, care and safekeeping of inmates of the City in accordance with state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards. The Contractor 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 subject to the terms and conditions of this Agreement. The services and obligations, as hereinafter described, shall be provided by the Contractor at the per inmate Day Rate of *Thirty Dollars a Day (\$30.00)*.

1.02 MEDICAL SERVICES: The per Day Rate under this Agreement covers only routine medical 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 Contractor's facility or by other than facility staff, prescription drugs and treatments, or surgical, optical and dental care, and does not include the costs associated with any hospitalization of an inmate. The City shall pay the Contractor an amount equal to the amount the Contractor 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, the Contractor shall contact the City, through its Chief or designated representative, as soon as possible to inform the City of the fact that the inmate has been, or is to be, hospitalized and of

the nature of the illness or injury that has required the hospitalization.

The Contractor shall submit invoices for such medical services along with its regular monthly billings for detention services, and such invoices shall be paid on the same terms as the regular monthly billing.

It is understood and agreed that if the hospitalization of an inmate is to be for a duration of more than 24 hours, or the cost of any medical care or hospitalization is to exceed Two Thousand Dollars (\$2,000.00), the Contractor has the right to arrange for the hospital or health care provider to bill the City directly for the costs of the hospitalization and/or medical care, rather than the Contractor paying the costs and billing for the City and then billing the City. If the hospital or health care provider refuses to bill the City directly, the City shall reimburse the Contractor for such costs within thirty (30) days of receipt of an invoice from the Contractor. Any such invoice may be delivered to the City personally, by facsimile, by mail, by email or by any other reliable courier.

1.03 MEDICAL INFORMATION: The City shall provide the Contractor with medical information for all inmates sought to be transferred to the Contractor's facility under this Agreement, including any information regarding any special medication, diet or exercise regimen applicable to each inmate.

1.04 TRANSPORTATION AND OFF-SITE SECURITY: The City is solely responsible for the transportation of its inmates to the Contractor's facility upon arrest. Arrangements can be requested by City to Contractor for the inmate to be transported by Contractor from City's holding facility to Contractor's facility.

Once inmate is accepted into custody by Contractor's agency from City, Contractor agrees to provide non-ambulance transportation for inmates to and from Contractor's facility to local (within 30 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 Day Rate and will be billed along with the regular monthly billing submitted to the City by the Contractor.

Contractor will provide stationary guard services as requested or required by the circumstances or by law for inmates admitted or committed to an off-site medical facility. The City shall compensate the Contractor for the actual cost of said guard services to the Contractor, which shall be billed by the Contractor along with the regular monthly billing for any detention services.

The City shall be responsible for the transportation of its inmates to and from court proceedings and hearings, if applicable.

1.05 SPECIAL PROGRAMS: The per Day Rate as defined in this Agreement only covers basic custodial care and supervision and does not include any special educational, vocational or other programs. The Contractor and City may agree, by a written amendment to this Agreement, or by separate agreement, for the provision of special programs for a consideration and under the terms mutually agreed to by both the Contractor and City.

1.06 LOCATION AND OPERATION OF FACILITY: The Contractor shall provide the detention services described herein at the Henderson County Justice Center in Athens, Henderson County, Texas, and shall operate the facility in accordance to the rules and regulations of the Texas Commission on Jail Standards.

ARTICLE II

FINANCIAL PROVISIONS

2.01 DAY RATE: The Day Rate for each inmate for detention services under this Agreement is *Thirty Dollars a Day (\$30.00)* per inmate day. This Day Rate covers one inmate per day. Furthermore, any portion of any day shall count as an Inmate Day under this Agreement, except that the City may not be billed for two days when an inmate is admitted one evening, after 6:00 pm and removed the following morning before 12:00 pm. In that situation, the Contract will bill for the day of arrival, but not for the day of departure.

2.02 BILLING PROCEDURE: Contractor shall submit an itemized invoice for the services provided each month to the City. All invoices will be submitted to the officer of the City who is designated to receive the invoices on behalf of the City. The City shall make payment to the Contractor within thirty (30) days after receipt of the invoice. Payment shall be made payable to Henderson County, Texas and shall be remitted to:

Henderson County Auditor's Office
Attention: Ann Marie Lee
125 North Prairieville, Suite 202
Athens, Texas 75751

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of 10%, or the maximum legal rate applicable thereto, which shall be a contractual obligation of the City under this Agreement. City further agrees that the Contractor shall be entitled to recover all reasonable and necessary attorney's fees and costs incurred in collection of amounts due the Contractor under this Agreement.

ARTICLE III

TERM OF AGREEMENT

3.01 PRIMARY TERM: The primary term of this Agreement is for a period of one (1) year from the date of execution of this Agreement by both parties.

3.02 RENEWALS: This Agreement may be renewed annually by mutual agreement of both the Contractor and the City. In the event that the parties seek to renew this Agreement at the end of the primary term or any renewal period thereafter, the Day Rate for detention services as described herein, shall be at the Day Rate negotiated by the Contractor and the City for the respective 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 governing bodies of the respective parties.

3.03 TERMINATION: This Agreement shall terminate at the end of the primary term or at the end of any renewal term, unless renewed pursuant to the above Section 3.02. In addition, this Agreement may be terminated upon sixty (60) days written notice delivered to either party to this Agreement. Any such notice shall be delivered to the respective officer as specified herein by the terminating party. This Agreement will likewise terminate upon the happening of an event that renders performance hereunder by the Contractor impracticable or impossible, such as severe damage to, or destruction of, the facility or actions by governmental or judicial entities, which might create a legal barrier to the acceptance of any of the City's inmates.

ARTICLE IV

ACCEPTANCE OF INMATES

4.01 COMPLIANCE WITH LAW: Nothing herein shall create any obligation upon the Contractor to house the City's inmates where the housing of said inmates will, in the opinion of the Contractor, raise the population of the facility above permissible numbers of inmates allowed by law, or will, in the Contractor's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of any personnel and inmates at the facility, or result in the possible violation of the constitutional rights of the inmates housed at the Contractor's facility. At any time that the Contractor determines that a condition exists at the Contractor's facility necessitating the removal of the City's prisoners, or any specified number thereof, the City shall, upon notice by the Contractor to the City's Chief, within eight (8) hours remove any such prisoners from the Contractor's facility.

4.02 ELIGIBILITY FOR INCARCERATION AT FACILITY: The only City inmates eligible for incarceration at the Contractor's facility are those inmates who are in compliance with both the Jail Commission custody assessment system and the current custody assessment system at the Contractor's facility.

All inmates proposed by the City to be transferred to the Contractor's facility under this Agreement must meet the eligibility requirements as described above (see Section 4.02).

4.03 RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES: Contractor reserves the right for the Contractor's Sheriff or the Contractor's designated representative to review the background histories of all inmates sought to be transferred to the Contractor's facility. The City shall cooperate with and provide the Contractor any information regarding any inmate, which the Contractor's Sheriff might request. The Contractor reserves the right to refuse the acceptance of any City inmate the Contractor deems appropriate.

4.04 INMATE SENTENCES: Contractor shall provide arraignment and 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 dates. All such computations and record keeping shall be the responsibility of the Contractor. Thereafter the Contractor shall discharge the inmate from its own custody. Upon his discretion, the Sheriff may release or refuse any inmate from the custody of the Henderson County Sheriff's Office.

ARTICLE V

MISCELLANEOUS

5.01 BINDING NATURE OF AGREEMENT: This Agreement is contractual and is binding upon the parties hereto and their successors, assigns, and representatives.

5.02 NOTICE: All notices, demands, or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

To: Henderson County
Ray Nutt
Sheriff
206 N. Murchison
Athens, Texas 75751

To: City of Coffee City
Ray Wakeman
Mayor
7019 Pleasant Ridge Rd.
Coffee City, Texas 75763

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.

5.03 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 governing bodies of the respective parties hereto.

5.04 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.

5.05 CHOICE OF LAW AND VENUE: The law of the State of Texas shall govern this Agreement. All considerations to be paid and matters performed under this Agreement are payable and performable in Henderson County, Texas, and venue of any dispute or matter arising under this Agreement shall lie in a District Court of Henderson County, Texas.

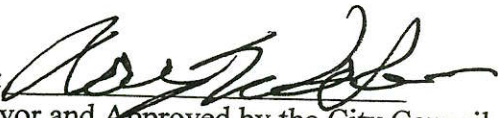
5.06 APPROVALS: By signing this agreement, each party represents that this agreement shall be binding upon an inure to the benefit of the parties to it and their respective legal representatives, successors, and assigns where permitted by this Agreement. Each party represents and confirms that its respective governing body has duly authorized this Agreement.

5.07 FUNDING SOURCE: City will pay for the services rendered by the Contractor, pursuant to this interlocal agreement, from current City revenue funds.

5.08 Severability: In the event one or more of the provisions contained in this agreement shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

SIGNATURE AND EXECUTION:

COFFEE CITY, TEXAS

By: 
Mayor and Approved by the City Council
on 8-12-13

Date Signed: 8-13-13

Attest:

By: Angela Jones City
Manager (City Secretary)

HENDERSON COUNTY, TEXAS

By: _____
Henderson County Sheriff, and
Approved by the Henderson
County Commissioners
Court on: _____

Date Signed: _____

Attest:

By: _____ Henderson
County Clerk