

INTERLOCAL AGREEMENT BETWEEN WILSON COUNTY, TEXAS AND ATASCOSA COUNTY, TEXAS FOR JAIL SERVICES

This **INTERLOCAL AGREEMENT** ("Agreement") is made pursuant to the *Interlocal Cooperation Act*, Chapter 791 of the Texas Government Code, by and between **COUNTY OF WILSON, TEXAS**, a political subdivision of the State of Texas, referred to as "Wilson County," and the **COUNTY OF ATASCOSA, TEXAS**, a political subdivision of the State of Texas, referred to as "Atascosa County," with both entities sometimes being collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorize units of local government to contract with one or more units of local government to perform government functions and services; and,

WHEREAS, the Wilson County Sheriff has informed the Wilson County Commissioners Court that the Wilson County Detention Center sometimes has excess capacity that could be utilized by other local enforcement agencies when they have a need to reduce jail overcrowding in their jail facilities; and,

WHEREAS, the Atascosa County Commissioners Court has determined that it's jail, at times, faces issues related to overcrowding; and,

WHEREAS, the Parties desire to enter into an agreement to set forth terms and conditions which will allow Atascosa County to house inmates in Wilson County at times.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein, and in consideration of the benefits that will accrue to the Parties, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Purpose.** The purpose of this Agreement is for Wilson County and Atascosa County to set forth terms and conditions necessary to allow Atascosa County to house inmates at the Wilson County Jail on occasion.
2. **Term.** This Agreement shall be effective upon the full execution by the Parties and shall remain in effect until December 31, 2025. It shall then automatically renew each year on the 1st day of January unless otherwise terminated for up to four (4) more years. If not otherwise terminated, this Agreement shall expire on December 31, 2029.

3. Termination of Agreement. Either Party may terminate this Agreement by giving the other Party at least thirty (30) days advanced written notice to the Sheriff and County Judge of that county. Such notice of termination shall be sent by certified mail with return receipt requested.

4. Jail and Detention Services. Wilson County agrees to book, accept, and admit into the Wilson County Detention Center (the "Jail") inmates arrested by Atascosa County when the Jail has excess capacity. The following terms and conditions shall apply:

- a. *Payment for Detention.* Atascosa County agrees to pay Wilson County a fee of Sixty Dollars (\$60.00) per day starting with the initial booking of Atascosa County Inmates into the Wilson County Jail. The daily fees include costs for feeding, care, housing, and upkeep of the inmates.
- b. *Medical Clearance.* All Atascosa County inmates must be medically cleared per Wilson County's policies, Wilson County will not accept inmates that require immediate medical attention.
- c. *Medical Services.* Wilson County Sheriff will follow Wilson County policies and shall furnish medical services to Atascosa County inmates pursuant to the Wilson County's Health Services Plan. The County's Plan document is on file with the Texas Commission on Jail Standards.
- d. *Financial Responsibility for Inmate Care.* The daily fee described in Paragraph a includes basic medical care, such as on-site sick call and providing non-prescription, over the counter, routine drugs, and medical supplies. However, if and when a Atascosa County inmate receives or is receiving urgent care or other needed medical care or treatment that is beyond the scope of basic health services provided under the plan document, such as medical/health/dental/psychological/psychiatric services provided outside of the Wilson County Detention Center or by those other than Jail staff, Atascosa County shall be financially responsible.
 - i. In the event that a Atascosa County Inmate should require transport to an outside medical facility for treatment, Wilson County shall transport or arrange for transport of said Atascosa County inmate to the nearest Hospital if the situation permits.
 - ii. Wilson County shall notify Atascosa County within two (2) hours of the medical care and treatment unless there is a medical emergency. If there is time to make arrangements for transporting the inmate, Atascosa County may elect to resume custody of the inmate to manage cost and utilization of services.
- e. *Direct Billing/or Inmate Care.* Wilson County has the authority to provide billing information for Atascosa County for any off-site provider to bill for costs associated with a Atascosa County inmate to the following address:

Atascosa County Sheriff's Office
1108 Campbell Ave
Jourdanton TX 78026

Reimbursement for Costs of Inmate Care. In the event that direct billing to Atascosa County is not available, Atascosa County agrees to compensate Wilson County within thirty (30) Days of receiving an invoice for the services provided to a Atascosa County inmate.

Invoicing. Wilson County will invoice Atascosa County monthly for all amounts due Atascosa County shall remit payment within thirty (30) days from the date of the invoice.

f. *Control of Jail Facility.* It is specifically agreed that the Wilson County Detention Center shall remain under the sole and complete control of the Wilson County Commissioners Court and that the Wilson County Sheriff shall possess and maintain statutory authority and responsibility to exercise full control over Jail operations. Atascosa County shall have no control over the maintenance, operation, or staffing of the Jail. Wilson County shall have sole and complete control over the hiring, discharge, training, utilization, and scheduling of Jail staff.

g. *No Guarantee of Available Space for Inmates.* The Parties specifically acknowledge that Wilson County has no obligation to provide space for inmates from other jurisdictions, including Atascosa County, and that there is absolutely no guarantee that space will be available at any given time.

h. *Non-Exclusivity of Agreement.* The Parties acknowledge that both Parties may enter into similar agreements with other counties, cities, agencies, or governmental entities.

5. Payments from Current Revenues and the Prompt Payment Act. Each party paying for the performance of governmental functions or services shall make those payments from current revenues. All payments made pursuant to this Agreement shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the "Prompt Payment Act." This Act shall govern remittance of payments and remedies available to the Parties for payment issues including late payments and non-payment.

6. Notices. Whenever a notice is required to be given in writing and under the terms of this Agreement, such notices shall either be delivered or mailed by certified mail, return receipt requested, to the parties at the following addresses:

**WILSON COUNTY:
Judge Hank Whitman, Jr.
1420 3rd Street, Ste. 101
Floresville, Texas 78114
And
Sheriff Jim Stewart
800 10th Street
Floresville, TX 78114**

ATASCOSA COUNTY:
Judge Weldon. P. Cude
#1 Courthouse Circle Dr.
Suite 206
Jourdanton, TX 78026
And
Sheriff Jake Guerra
1108 Campbell Ave
Jourdanton, TX 78026

The addresses listed above may be changed if a Party provides written notice to the other Party.

7. Status of Employees, Contractors, and Agents. No joint employment is created by this Agreement. The employees, contractors, and agents of the respective party shall remain solely the employees, contractors, and agents of that respective party.

8. Hold Harmless and Tort Claim Act:

a. *Hold Harmless.* To the extent permitted by the Constitution and the laws of the State of Texas, subject to the limitations as to liability and damages in the Texas Tort Claims Act, and without waiving its governmental immunity, each party agrees to hold harmless each other, its governing board, officers, agents and employees for any liability, loss, damages, claims or causes of action caused or asserted to have been caused directly or indirectly by any other party to this Agreement or any of its officers, agents or employees, or as the result of its performance under this Agreement.

NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO WAIVE, PARTIALLY OR IN FULL, ANY IMMUNITIES THE PARTIES MAY HAVE UNDER THE TORT CLAIMS ACT OR OTHER LAWS.

Atascosa County Liability. Atascosa County shall be responsible for all suits, claims, damages, losses, or expenses, including reasonable attorney's fees, arising out of the Atascosa County's performance or nonperformance of the services and duties herein stated, but only in regard to transfer of inmates by and duties herein assigned to Atascosa County and specifically excluding the actual incarceration of any inmates by the Wilson County. Atascosa County retains full responsibility for each inmate until that inmate has been processed into the Wilson County Detention Center and shall assume that same responsibility upon transport of the Atascosa County inmate out of the Wilson County Detention Center by Atascosa County. Notwithstanding Section 11 herein, venue within this provision shall be in Atascosa County. NOTHING IN THIS PROVISION SHALL BE CONSTRUED TOW AIVE, PARTIALLY OR IN FULL, ANY IMMUNITIES THAT ATASCOSA COUNTY MAY HAVE UNDER THE TORT CLAIMS ACT OR OTHER LAWS.

b. *Wilson County Liability.* Wilson County shall be responsible for all suits, claims, damages, losses and expenses, including reasonable attorney's fees, arising out of Wilson County's performance or non-performance of the services and duties herein stated, but only in regard to the actual holding, incarceration, and transportation of inmates by Wilson County in the Wilson County Detention Center and specifically excluding when any other agency facilitates the transfer of inmates to and from the *Wilson* County Detention Center. NOTHING IN THIS PROVISION SHALL BE CONSTRUED TO WAIVE,

PARTIALLY OR IN FULL, ANY IMMUNITIES THAT WILSON COUNTY MAY HAVE UNDER THE TORT CLAIMS ACT OR OTHER LAWS.

9. Compliance with the Prison Rape Elimination Acts. The Wilson County Detention Center shall comply with the Prison Rape Elimination Act (PREA), 42 U.S.C. 15601 and the Prison Rape Elimination Act in Section 501.172 of the Texas Government Code. The Wilson County Detention Center has a Zero Tolerance Policy regarding sexual abuse and sexual harassment. The Detention Center will conduct background investigations on all employees, volunteers, students, or other contractors that may have contact with inmates. The Wilson County Sheriff will take appropriate remedial measures and prohibit further contact with inmates in the case of violation of sexual abuse or sexual harassment policies.
10. Non-Discrimination. The Parties covenant that (1) no person shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms of this Agreement on the ground of race, color, age, sex, handicap, or national origin; and (2) in carrying out the terms and conditions of this Agreement, no person shall be subjected to discrimination on the grounds of race, color, age, sex, handicap, or national origin.
11. No Waiver. Failure of any Party, at any time, to enforce any provisions of this Agreement shall in no way constitute a waiver of that provision, nor in any way affect the validity of this agreement, any part hereof, or the right of either Party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the **waiver** shall be in writing and signed by the Party claimed to have waived it. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach
12. Force Majeure. The Parties shall not be held responsible or liable for any failure or delay in the performance of obligations hereunder if such failure is caused directly or indirectly from forces beyond its control such as strikes, accidents, acts of war, terrorism, civil or military disturbances, nuclear catastrophes, or natural disasters or other Acts of God, so long as the event was unforeseeable and the Parties are utilizing reasonable care and due diligence in the performance of duties under this Agreement. A Party wishing to invoke this provision must notify the other Party immediately or as soon as possible and shall remain in regular communication thereafter.
13. Governing Law, Forum, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of law provisions. The proper forum of any suit arising under the Agreement is the State of Texas. Venue of any suit arising under the Agreement is fixed in any court of competent jurisdiction of Wilson County, Texas, unless the specific venue is otherwise identified in a statute then in effect.
14. Integration and Amendments. This Agreement constitutes the entire agreement between the Parties and may not be amended, altered, modified, or changed in any way, except in writing that is signed by the Parties, which specifically references this Agreement. There are no other agreements, representations, warranties, whether oral or written, regarding the subject matter of this Agreement.

Any amendment to this Agreement shall be attached to this Agreement and all of the terms herein that are not specifically addressed in the amendment shall remain in full force and effect.

15. No Assignment. No assignment of this Agreement or assignment, transfer, or delegation of any right accrued hereunder shall be made, in whole or in part, by either party without the prior written consent of the other party. Any attempted or purported assignment, transfer, or delegation occurring without such written consent shall be null and void.

16. No Third Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended to confer upon any person or entity, other than the Parties hereto, any rights or remedies under the terms of this Agreement, except as expressly stated herein. The Parties have the exclusive rights to bring suit to enforce this Agreement and no other person or entity may bring suit as a third party beneficiary, or otherwise.

17. Severability. If any provision, clause, or section of this Agreement is deemed to be invalid, illegal, or unenforceable in any respect and for any reason, the Parties agree that all of the remaining provisions, clauses, and sections of this Agreement shall remain in full force and effect.

18. Bargaining. The Parties have each had the opportunity to seek independent legal counsel before entering into this Agreement. The language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against either party.

19. Counterparts. This Agreement may be executed in any number of counterparts and when each party has signed and delivered to the other at least one (1) such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one (1) agreement; provided, however, this Agreement shall not be binding upon the Parties until signed by both Parties.

20. Entities that Boycott Israel. Each Party represents and warrants that: (1) it does not, and will not for the duration of the Agreement, boycott Israel, or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Agreement. If circumstances relevant to this provision change during the course of the Agreement, the Parties shall promptly address such change.

21. Authorization. The undersigned officers and/or agents of the respective party hereto are the properly authorized officials of the party and have the necessary authority to execute this Agreement on behalf of the Parties hereto. Each party certifies by signing below that any necessary actions and resolutions extending such authority have been duly passed and approved and are currently in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year last written below.

“WILSON COUNTY”

“ATASCOSA COUNTY”

Date: _____

Date: _____

By: _____
Hank Whitman, County Judge

By: _____
Weldon. P. Cude, County Judge

ATTEST:
(SEAL)

ATTEST:
(SEAL)

Genevieve Martinez, County Clerk

Theresa Carrasco, County Clerk