

**INTERLOCAL AGREEMENT BETWEEN ARANSAS COUNTY, TEXAS AND
NUECES 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 ARANSAS, TEXAS**, a political subdivision of the State of Texas, referred to as “Aransas County,” and the **COUNTY OF NUECES, TEXAS**, a political subdivision of the State of Texas, referred to as “Nueces County,” with both entities sometimes being collectively 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 Aransas County Sheriff has informed the the Aransas County Commissioners Court that the jail sometimes has excess capacity that could be utilized by other local enforcement agencies when there is a need to reduce jail overcrowding in other locations; and,

WHEREAS, the Nueces County Commissioners Court has determined that its 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 Nueces County to send inmates to Aransas 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 Aransas County and Nueces County to set forth terms and conditions necessary to allow Nueces County to house inmates at the Aransas 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, 2021. It shall then automatically renew each year on January 1 unless. 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.
3. Jail and Detention Services. Aransas County agrees to book, accept, and admit into the Aransas County Detention Center (the “Jail”) inmates arrested by Nueces County when the Jail has excess capacity. The following terms and conditions shall apply:

- a. *Payment for Detention.* Nueces County agrees to pay Aransas County a fee of Sixty Dollars (\$60.00) for the day of initial booking into the Aransas County Jail. This fee covers the cost of booking and holding an inmate for a period of up to six (6) hours. This cost only applies if an inmate is housed for a period of less than six (6) hours on the initial day. If an inmate is held at the Aransas County Jail for more than six (6) hours, even on the initial day, Nueces County shall pay a daily (a twenty-four (24) hour period that constitutes a calendar day) fee of Seventy-Four Dollars (\$74.00). The daily fees include costs for feeding care, housing, and upkeep of the inmates. The fees described in this Section shall automatically increase each year by Three percent (3%) and such increases shall go into effect on January 1.
- b. *Transportation and/or Guard Services.* It is understood that Nueces County shall generally be responsible for the transportation of its inmates. In some cases, however, Aransas County may need to transport Nueces County inmates. If Aransas County transport a Nueces County inmate, Nueces County shall pay Nineteen Dollars (\$19.00) per man-hour or fraction thereof. Nueces County shall pay the same amount for escorting guard services. The fees described in this Section shall automatically increase each year by Three percent (3%) and such increases shall go into effect on January 1.
- c. *Medical Clearance.* Inmate must be medically cleared per Aransas County's policies. Aransas County will not accept inmates that require immediate medical attention.
- d. *Medical Services.* The Aransas County Sheriff will follow Aransas County policies and shall furnish medial services to Nueces County inmates pursuant to the County's Health Services Plan. The County's Plan document is on file with the Texas Commission on Jail Standards.
- e. *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 Nueces 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 provide outside of the Aransas County Detention Center or by those other than Jail staff, Nueces County shall be financially responsible. Jail Management shall notify Nueces County of the medical care and treatment. Nueces County may elect to resume custody of the inmate to manage costs and utilization of services.
- f. *Direct Billing for Inmate Care.* Aransas County has the authority to provide billing information for Nueces County for any off-site provider to bill for costs associated with a Nueces County inmate.
- g. *Reimbursement for Costs of Inmate Care.* In the event that direct billing to Nueces County is not available, Nueces County agrees to compensate Aransas County within thirty (30) days of receiving an invoice for the services provided to a Nueces County inmate.

h. *Invoicing.* Aransas County will invoice Nueces County at least quarterly for all amounts due. Nueces County shall remit payment within thirty (30) days from the date of the invoice.

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

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

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

4. Payments from Current Revenues. Each party paying for the performance of governmental functions or services shall make those payments from current revenues.

5. Notices. Whenever a notice is required to be given in writing and under this 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:

ARANSAS COUNTY:

C.H. "Burt" Mills, Jr.
2840 HWY 35 N
Rockport, TX 78382

and

Sheriff Bill Mills
714 East Concho St.
Rockport, TX 78382

NUECES COUNTY:

Barbara Canales
901 Leopard St., Rm. 303
Corpus Christi, TX 78401

and

Sheriff J.C. Hooper
901 Leopard St.
Corpus Christi, TX 78401

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

6. 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.

7. 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 Claim Act or other laws.

b. *Nueces County Liability.* Nueces County shall be responsible for all suits, claims, damages, losses, or expenses, including reasonable attorney's fees, arising out of the Nueces 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 Nueces County and specifically excluding the actual incarceration of any inmates by the Aransas County. Nueces County retains full responsibility for each inmate until that inmate has been processed into the Aransas County Detention Center and shall assume that same responsibility in the event the inmate is transferred out of the Aransas County Detention Center.

c. *Aransas County Liability.* Aransas County shall be responsible for all suits, claims, damages, losses and expenses, including reasonable attorney's fees, arising out of Aransas 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 Aransas County in the Aransas County Detention Center and specifically excluding when any other agency facilitates the transfer of inmates to and from the Aransas County Detention Center.

8. Compliance with the Prison Rape Elimination Acts. The Aransas 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 Aransas 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 Aransas 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.

9. 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.

10. No Waiver. Failure of any Party, at any time, to enforce the provision 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

11. Interpretation of Law, Assignment, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. No assignment of this Agreement or any right accrued hereunder shall be made, in whole or in part, by either party without the prior written consent of the other party. Venue shall be in Aransas County, Texas.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

[signature page follows]

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

“ARANSAS COUNTY”
Aransas County, Texas

“NUECES COUNTY”
Nueces County, Texas

By: _____
C. H. “Burt” Mills, Jr., County Judge

By: _____
Barbara Canales, County Judge

ATTEST:

(seal)

ATTEST:

(seal)

Carrie Arrington, County Clerk

Kara Sands, County Clerk

Draft