

**MEMORANDUM OF UNDERSTANDING (MOU) PROVIDING FOR
THE HOUSING OF PRISONERS FROM**

THE COUNTY OF NUECES, TEXAS

IN THE VICTORIA COUNTY, TEXAS, JAIL

This MOU between The County of Nueces, a political subdivision of The State of Texas, and The County of Victoria, a political subdivision of The State of Texas, is made pursuant to the provisions of the MOU.

WHEREAS, The County of Victoria and The County of Nueces desire to meet into an MOU by which The County of Victoria will house in its County Jail and care for prisoners of The County of Nueces according to the terms and conditions as set forth herein;

NOW, therefore, for and in consideration of the mutual covenants, agreements, and benefits to the parties herein named, it is agreed as follows, to-wit:

I.

Provision of Jail Space

1.01 The Victoria County Sheriff's Office agrees to provide The County of Nueces access to and use of the Victoria County Jail facilities for the holding and incarceration of The County of Nueces prisoners and to provide adequate personnel necessary to supervise the prisoners, and to provide food, routine medical treatment, and other appropriate necessities. Nueces County will provide two sets of uniforms for each inmate for the duration of their incarceration.

1.02 Provided, however, that The County of Victoria in its sole discretion shall determine whether an inmate of The County of Nueces shall be accepted for incarceration in the Victoria County Jail. Furthermore, in no event shall The County of Victoria be required to accept The County of Nueces prisoners under the terms and conditions of this MOU if such transfer of prisoners will cause The County of Victoria's jail facilities to be in violation of standards established by the Texas Commission on Jail Standards. Likewise, nothing contained herein shall be construed to compel The County of Victoria to accept any prisoners if the acceptance of such prisoner would place The County of Victoria in violation of any law or regulation or court order. Victoria County Jail will not accept any Nueces County prisoners classified as max security.

1.03 Whenever, in the assessment of the Victoria County Sheriff, the population of the Victoria County Jail reaches a level which jeopardizes the ability of the Victoria County Jail to comply with provisions of the Texas Commission on Jail Standards, The County of Nueces shall be required to remove or transfer its prisoners within 24-hours of receipt of such notice.

II.
Term of MOU

2.01 This MOU shall commence on the_ day of July, 2021 and shall terminate at the close of business on ____2022. Thereafter, this MOU shall automatically be renewed for each consecutive six (6) month periods unless either party issues a notice of intent to terminate thirty (30) days prior to the date of termination as outlined in 7.02 of this MOU.

III.
Eligible Prisoners

3.01 The County of Nueces shall make no transfer of county prisoners to the Victoria County Jail without first receiving written approval in advance from the Victoria County Sheriff or his designated representative. The County of Victoria reserves the right to refuse to house or accept an inmate brought to the Victoria County Jail by The County of Nueces if such prior approval has not been granted. The Victoria County Jail will not accept any prisoners from Nueces County that are maximum security or sex offenders. All Nueces County prisoners will be housed together; Victoria County Jail will not house any prisoners needed to be kept separate. Nueces County will be responsible for all transports to and from the facilities. In the event that Victoria County transports any Nueces County inmates to the Victoria County Jail or to the Nueces County Jail, the costs of said transport shall be invoiced to Nueces County. Notwithstanding the above, any transport between the jails by Victoria County of Nueces County inmates must have prior written authorization from the Nueces County Sheriff's Department.

Nueces County shall make no transfer of any inmate to the Victoria County Jail where Nueces County has knowledge at the time of transfer of an inmate with medical necessities or medical conditions requiring ongoing medical care, ongoing treatment, or ongoing services or where the inmate has a diagnosis of a major medical condition.

IV.
Payment

4.01 For the services rendered pursuant to this MOU, The County of Nueces agrees to pay, for the full performance of this MOU, the sum of \$60.00 for each day, or portion of a day, for each prisoner housed pursuant to this MOU. A day is deemed to commence at midnight.

4.02 Notwithstanding any other section contained herein, the County of Victoria agrees to offer all prisoners from The County of Nueces that have been booked into the Victoria County Jail the same level of medical treatment received by Victoria County Jail prisoners for routine medical treatment in the Victoria County Jail Infirmary at the same cost borne by Victoria County prisoners. The County of Nueces will be advised of any medical problems that an inmate from Nueces County may develop. Notwithstanding any other section contained herein, if an inmate from The County of Nueces develops a substantial or major medical problem which requires immediate hospitalization or

emergency room services, the Victoria County Jail medical unit will stabilize the patient affected to the extent it is practical to do what is necessary for stabilization prior to transfer and The County of Nueces will be immediately notified verbally and in writing. However, notwithstanding any other section contained herein if the condition of the inmate patient, or the apparent condition of the inmate patient, is such that it appears to the health care provider in the Victoria County Jail Infirmary to be an emergency and delay could be harmful or possibly life-threatening, immediate hospitalization will be deemed necessary and the transfer will be immediate. The County of Nueces will be notified as soon as practical under these circumstances and no later than 2 hours after the patient is transferred to an outside medical facility, however, The County of Nueces consent for such transfer under these conditions will be unnecessary, and The County of Nueces will be responsible for the medical services incurred under such circumstances. If the inmate patient is to be admitted into the hospital, The County of Victoria will be responsible for providing any necessary security of the inmate for the duration of their hospital stay and Nueces County will be invoiced for the cost of said security.

4.03 On or before the 10th day of each month during the term of this MOU, The County of Victoria agrees to provide The County of Nueces a documented invoice detailing the payments to which The County of Victoria is entitled for the previous month related to its execution of this MOU along with a statement and a request for payment of all expenses of any kind incurred by The County of Victoria as a result of this MOU, including any, hospital security if admitted, or other costs incurred by The County of Victoria as a result of this MOU, incurred under the provisions of Paragraph 4.02 above or other costs incurred by The County of Victoria of which prior approval was obtained from The County of Nueces. Upon request by Nueces County, The County of Victoria agrees to provide detailed copies of invoices to Nueces County for any service or cost incurred under the provisions of this MOU.

Within 7 days of receipt of the invoice, The County of Victoria will forward invoices for all medical expenses (including but not limited to medical care, medical treatment, medical services, ambulance services, and emergency room services) incurred by Nueces County inmates directly to the Nueces County Hospital District for direct payment to the medical provider. The invoices shall be sent to:

NUECES COUNTY HOSPITAL DISTRICT
ATTN: ADMINISTRATOR/CHIEF EXECUTIVE OFFICER
555 N. CARANCAHUA ST., SUITE 950
CORPUS CHRISTI, TEXAS 78401

4.04 The County of Nueces agrees to pay each bill submitted by The County of Victoria within thirty (30) days of receipt.

[intentionally left blank]

V.
Legal Responsibility

5.01 Without waiving governmental or qualified immunity and to the extent permitted, The County of Nueces shall be fully responsible and liable for all suits, claims, damages, losses, or expenses, including reasonable attorney's, arising out of The County of Nueces performance or non-performance of the services and duties herein stated, but only in regard to transfer of prisoners by The County of Nueces and duties herein assigned to The County of Nueces and specifically excluding the actual incarceration of prisoners by The County of Victoria. The County of Nueces retains full liability for each inmate until that inmate has been processed and booked into the Victoria County Jail.

NOTHING CONTAINED IN ANY PORTION OF THIS MOU SHALL BE CONSTRUED IN ANY WAY TO WAIVE ANY DEFENSES ASSERTIBLE BY THE COUNTY OF NUECES OR THE NUECES COUNTY SHERIFF'S OFFICE, INCLUDING BUT NOT LIMITED TO GOVERNMENTAL IMMUNITY OR QUALIFIED IMMUNITY

5.02 The County of Victoria shall be fully responsible and liable for all suits, claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of The County of Victoria's performance or non-performance of the services and duties herein stated, but only in regard to the actual holding and incarceration of prisoners by The County of Victoria in the Victoria County Jail and specifically excluding the transfer of prisoners to and from The County of Victoria, unless transported by The County of Victoria. The County of Victoria retains full liability for Nueces County inmate's upon processing and booking into the Victoria County Jail and until such time that the inmate is released by the Victoria County Jail to Nueces County Sheriff's control.

VI.
Inmate Personal Data

6.01 The County of Nueces agrees to bring with each inmate delivered to the Victoria County Jail copies of all packets, jail cards, arrest reports, classification data, and other information in the possession of The County of Nueces regarding each inmate, and has the duty to provide written notice to The County of Victoria of any known dangerous propensities..

VII.
Termination

7.01 This MOU may be terminated at any time, by either party giving thirty (30) days advance written notice to the other party. In the event of such termination by either party, The County of Victoria shall be compensated for all services performed to termination date, together with reimbursable expenses then due and authorized by this agreement. In the event of such termination, should The County of Victoria be over-compensated for any services performed and/or are over-compensated for any reimbursable expenses as authorized by this MOU, The County of Nueces shall be reimbursed for all such over-

compensation. Acceptance of reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this MOU.

7.02 All notices to a party by the other party required under this MOU, including notices of termination shall be given by registered or certified US mail, postage prepaid, return receipt requested at the following respective address:

VICTORIA COUNTY

Sheriff Justin Marr
Victoria County Sheriff's Office
101 North Glass Street
Victoria, Texas 77901

NUECES COUNTY

Sheriff J. C. Hooper
Nueces County Sheriff's Dept.
901 Leopard Street
Corpus Christi, Texas 78401

And

Judge Benjamin Zeller
115 N. Bridge Street, Room 127
Victoria, Texas 77901

Judge Barbara Canales
901 Leopard Street, Room 303
Corpus Christi, Texas 78401

III.

Miscellaneous Provision

8.01 This MOU represents the entire agreement between The County of Victoria and The County of Nueces and supersedes all prior negotiations, representations, or agreements, either written or oral. This MOU may be amended only through written instruments signed by both parties.

8.02 The validity of this MOU and 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. Venue shall be in Nueces County, Texas.

8.03 The undersigned parties hereto are properly authorized officials and have the necessary authority to execute this MOU, and each party certifies that any necessary resolution extending said authority has been duly passed and is now in full force and affect commencing on the effective date shown above. EXECUTION

This MOU is approved by The Sheriff in and for The County of Victoria, Texas.

This MOU is approved by the Sheriff in and for the County of Nueces, Texas.

Approved:

Approved:

Justin Marr
Victoria County Sheriff

J.C. Hooper
Nueces County Sheriff

WITNESS our hands on this _____ day of _____, 2021.

THE COUNTY OF VICTORIA
115 N. Bridge St., Room 127
Victoria, Texas 77902
361-575-4558

NUECES COUNTY

By: _____
Benjamin Zeller
Victoria County Judge

By _____
Barbara Canales
Nueces County Judge

Date: _____

Date: _____

NUECES COUNTY HOSPITAL DISTRICT
ATTN: ADMINISTRATOR/CHIEF EXECUTIVE OFFICER
555 N. CARANCAHUA ST., SUITE 950
CORPUS CHRISTI, TEXAS 78401

By: _____
Jonny F. Hipp
Administrator/Chief Executive Officer
Date: _____

ATTEST:

BY: _____
Kara Sands
County Clerk