

**INTERGOVERNMENTAL COOPERATIVE
AGREEMENT BETWEEN
WEBB COUNTY, TEXAS, AND ZAPATA COUNTY, TEXAS,
REGARDING HOUSING OF WEBB COUNTY INMATES AT THE
ZAPATA COUNTY JAIL**

This Intergovernmental Cooperative Agreement (the "Agreement") is made and entered into pursuant to Chapter 791, Texas Government Code, Inter-local Cooperation Act, by and between Webb County, Texas, a political subdivision of the State of Texas, acting herein by Tano Tijerina, Webb County Judge, as authorized by its Commissioners' Court, hereinafter referred to as "WEBB COUNTY", and ZAPATA COUNTY, Texas, a political subdivision of the State of Texas, by and through Joe Rathmell, Zapata County Judge, as authorized by its Commissioners' Court, hereinafter referred to as "ZAPATA COUNTY".

WITNESSETH:

WHEREAS, ZAPATA COUNTY owns and operates the ZAPATA COUNTY Jail, a 48 bed female and a 192 bed male facility, and has contracted with other various counties for the housing of adult inmates; and,

WHEREAS, ZAPATA COUNTY jails have been duly inspected and certified by the Texas Commission on Jail Standards as being suitable for the detention of inmates; and,

WHEREAS, ZAPATA COUNTY has made the ZAPATA COUNTY Jail available to WEBB COUNTY for such use and purpose; and,

WHEREAS, WEBB COUNTY has placed Webb County inmates at the ZAPATA COUNTY Jail.

NOW, THEREFORE, for and in consideration of the promises and the mutual covenant, hereinafter contained, and subject to the conditions herein set forth, the parties thereto covenant agree and bind themselves as follows:

1. ZAPATA COUNTY hereby agrees to house overflow prisoners incarcerated by WEBB COUNTY, if space is available at the jail operated by ZAPATA COUNTY. The availability of the space shall be determined by the ZAPATA COUNTY Sheriff in accordance with the current jail regulations as set out by the Texas Commission on Jail Standards concerning the separation, classification, and categories of inmates.
2. ZAPATA COUNTY shall assess a fee for housing said prisoners at the rate of \$40 per day, per inmate, and ZAPATA COUNTY shall bill WEBB COUNTY on a monthly basis for said costs in an itemized statement showing the number of days per each individual inmate housed by ZAPATA COUNTY. The day the inmate is booked into the facility will be charged, regardless of hour of admittance. The day the inmate is "booked-out" will not be charged.
3. WEBB COUNTY shall pay for any and all hospital, healthcare, and prescription drugs provided to any inmate housed by ZAPATA COUNTY for WEBB COUNTY. Non-Prescription medication will be administered without charge to indigent inmates. Non-indigent inmates will be subject to ZAPATA COUNTY policy regarding dispensation of non-prescribed medication and may have to pay for such medication at a minimal cost.

4. WEBB COUNTY hereby agrees to comply with all booking procedures of ZAPATA COUNTY. ZAPATA COUNTY hereby agrees to furnish WEBB COUNTY a copy of those specific procedures. ZAPATA COUNTY agrees to strictly follow any prescribed inmate admission guidelines in accordance with Texas Commission on Jail Standards rules.
5. ZAPATA COUNTY and WEBB COUNTY hereby agree that ZAPATA COUNTY will not house any injured or ill inmates unless WEBB COUNTY has furnished an acceptable medical release signed by medical personnel, certifying that the inmate may be incarcerated. ZAPATA COUNTY reserves the right to reject any inmate that has not been medically cleared by ZAPATA COUNTY medical personnel, even if medically cleared by WEBB COUNTY.
6. ZAPATA COUNTY agrees that should an inmate be injured while being housed by ZAPATA COUNTY, then ZAPATA COUNTY, must notify WEBB COUNTY and provide copies of all incident reports, immediately upon completion, relating to said injury.
7. The ZAPATA COUNTY Sheriff reserves the right to refuse or remove any inmates from ZAPATA COUNTY facilities if it is in the best interest of ZAPATA COUNTY. ZAPATA COUNTY agrees that it will not discriminate any inmate on the basis of the inmate's religion, race, creed, color, sex, or national origin. WEBB COUNTY shall promptly arrange to take custody of its inmates, if so requested by the ZAPATA COUNTY Sheriff.
8. WEBB COUNTY agrees to assume responsibility for all transportation of WEBB COUNTY inmates housed by ZAPATA COUNTY. WEBB COUNTY transportation officers shall provide proper credentials to ZAPATA COUNTY personnel and the ZAPATA COUNTY Sheriff reserves the right to confirm the identity of such personnel with WEBB COUNTY, pursuant to Texas Government Code §614.122, prior to the release of any WEBB COUNTY inmate. In the event that WEBB COUNTY requests of ZAPATA COUNTY assistance in transporting inmates, WEBB COUNTY agrees to reimburse ZAPATA COUNTY at the state rate per mile and overtime rate of ZAPATA COUNTY personnel.
9. WEBB COUNTY agrees to bring with each inmate delivered to ZAPATA COUNTY all packets, jail cards, arrest reports, classification data, medical information, and other information in possession of WEBB COUNTY regarding each inmate and has the duty to advise ZAPATA COUNTY of any known dangerous propensities, medical necessities, and medical conditions of each inmate.
10. In the event that a WEBB COUNTY inmate needs to be transported to a hospital in an emergency, ZAPATA COUNTY shall provide adequate and reasonable security to secure the inmate while at the hospital. WEBB COUNTY shall pay ZAPATA COUNTY officers at current ZAPATA COUNTY salaries, including any overtime rate charged by ZAPATA COUNTY, while conducting such security measures. WEBB COUNTY will have the option to have ZAPATA COUNTY officers continue with the security measures, if they are available, or replace them with WEBB COUNTY officers taking charge of the inmate at the hospital.

11. WEBB COUNTY shall be fully responsible and liable for all suits, claims, damages, losses, or expenses, including reasonable attorney's fees, arising out of WEBB COUNTY'S performance or non-performance of the services and duties herein stated specifically excluding the actual incarceration of inmates by ZAPATA COUNTY. WEBB COUNTY retains full liability for each inmate until that inmate has been processed and booked into ZAPATA COUNTY facilities.
12. ZAPATA COUNTY shall indemnify, defend and save harmless WEBB COUNTY, its agents, employees, and representatives from and against any and all suits, actions, claims, demands, damages or losses arising from the acts or omissions of ZAPATA COUNTY, including reasonable attorney's fees arising out of ZAPATA COUNTY'S performance or non-performance of the services and duties herein stated, but only in regards to the actual holding and incarceration of inmates by ZAPATA COUNTY in its detention facilities and specifically excluding the transfer of inmates to and from the County of Zapata, unless transported by ZAPATA COUNTY.
13. ZAPATA COUNTY warrants that the ZAPATA COUNTY Jail shall be operated and maintained in accordance with all applicable provisions of and/or variances granted by the Texas Commission on Jail Standards, more specifically as set out under Title 37, Part 9, of the Texas Administrative Code.
14. WEBB COUNTY shall, subject to limitations provided by law with respect to rights to privacy, have the right to examine all records of ZAPATA COUNTY related to their inmate and the facility, including without limitation, all financial books and records, maintenance records, employee records, and case records generated by ZAPATA COUNTY, its subcontractors or other related parties in connection to this agreement.
15. ZAPATA COUNTY shall keep a record of all services provided to WEBB COUNTY under this Agreement and shall provide all information, records, papers, reports and other documentation regarding any aspect of the services furnished as may be requested by WEBB COUNTY. ZAPATA COUNTY shall make these records and all other materials which relate in any way to the services provided available for inspection, audit, and examination by WEBB COUNTY. ZAPATA COUNTY shall maintain the records for three (3) years after final payment or until any audit of the program has been made and all questions arising there from have been resolved, whichever is later.
16. TERM: This agreement shall be from October 1, 2016 through September 30, 2017, and shall be subject to renewal thereafter, or renegotiation, whichever is deemed necessary. If either party deems renegotiation of this agreement is necessary, that party shall notify the other party at least thirty (30) days in advance of the termination of this Agreement. If no renegotiation is necessary, then this agreement continues in full force and effect and effect, on a year-to-year basis, subject to the notification provisions spelled out in this paragraph.

17. **NOTICES:** Any notice required hereunder shall be in writing and hand delivered or mailed, by certified mail, return receipt requested, postage prepaid, to the respective party as follows:

WEBB COUNTY:

Honorable Judge Tano Tijerina
1000 Houston Street, 3rd Floor
Laredo, Texas 78040

and

Honorable Sheriff Martin Cuellar, Jr.
902 Victoria Street
Laredo, Texas 78040

ZAPATA COUNTY:

Honorable Judge Joe Rathmell
200 E. 7th Avenue, Ste. 115
Zapata, Texas 78076

and

Honorable Sheriff Alonso Lopez
2311 STOP 23A
Zapata, Texas 78076-2810

18. **INCONSISTENCIES.** Where there exists any inconsistency between this Agreement and other provisions of collateral Agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.
19. **BINDING NATURE.** This agreement shall not be binding upon the parties until it is approved and executed by all parties.
20. **INVALIDITY AND SEVERABILITY.** Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
21. **TERMINOLOGY AND DEFINITION.** All pronouns used in this Agreement, whether used in the masculine, feminine, or neither gender, shall include all other genders; the singular shall include the plural and the plural shall include the singular.
22. **JURISDICTION.** Any and all suits for any and every breach of this Agreement shall be instituted and maintained in Webb County.
23. **LAWS OF TEXAS.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas with venue in Webb County, Texas.
24. **ENTIRE AGREEMENT.** This Agreement incorporates all the Agreements, covenants, and understandings between ZAPATA COUNTY and WEBB COUNTY hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No other prior Agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

25. **MODIFICATION OF CONTRACT.** No changes to this Agreement shall be made except upon written Agreement of all parties. None of the requirements set forth herein shall be modified without written authorization of WEBB COUNTY and ZAPATA COUNTY. All modifications to this Agreement shall be in the form of Amendments signed by WEBB COUNTY and ZAPATA COUNTY.
26. **CONFIDENTIALITY.** Any confidential information provided to or developed by ZAPATA COUNTY in the performance of this Agreement shall be kept confidential, unless otherwise provided by law and shall not be made available to any individual or organization by ZAPATA COUNTY or WEBB COUNTY without prior written approval of the other party.
27. **HEADINGS.** The headings used herein are for convenience or reference only and shall not constitute a part hereof or effect the construction or interpretation of this Agreement.
28. **APPLICABILITY.** This Agreement shall insure solely to the benefit of the parties hereto and not to any third party recipients or suppliers of services.