

INTERLOCAL AGREEMENT BETWEEN WEBB COUNTY AND THE CITY OF LAREDO FOR JAIL INMATE SERVICES

THIS AGREEMENT is entered into by and between Webb County, a political subdivision of the State of Texas (hereinafter COUNTY) and the City of Laredo a municipal corporation of the State of Texas (hereinafter CITY).

NOW, THEREFORE, in accordance with Section 791 of the Texas Government Code, the COUNTY and CITY hereby agree as follows:

1. Definitions

A. The term "Jail" means a COUNTY operated facility primarily designed, staffed, and used for the housing of adults charged or convicted of a criminal offense; for the punishment, correction, and rehabilitation of offenders convicted of a criminal offense; or for confinement during a criminal investigation or for civil detention to enforce a court order.

B. The term "Book" means the act of registering, screening, and examining inmates for confinement in the Jail; inventorying and safekeeping inmates' personal property; maintaining all computerized records of arrest; performing warrant checks; and all other activities associated with processing an inmate for confinement.

C. The term "CITY Inmate" means a person Booked or housed in the Jail for whom the CITY is a billable agency under the procedure set out in Section 6 of this Agreement.

D. The term "COUNTY Inmate" means any person Booked or housed in the Jail who is not a CITY Inmate.

E. The term "Jail Commander" means the authorized designee by the Webb County Sheriff to oversee all jail operations.

F. The term "CITY Municipal Code" means the ordinances and/or laws enacted and enforced by the CITY.

G. The term "CITY Municipal Court" means the Court of Limited Jurisdiction charged with hearing violations of the CITY Municipal Code, including any division of the COUNTY District Court acting for the CITY via a service contract.

H. The term "Cities" means collectively all cities that have executed inter-local agreements for Jail Services with the COUNTY in substantially the same form as this Agreement.

I. The term "Force Majeure" means war, civil unrest, and any natural event outside of the party's reasonable control, including fire, storm, flood, earthquake, or other act of nature.

J. The term "Business Day" means Monday through Friday, 8:00 a.m. until 5:00 p.m., excluding COUNTY recognized holidays.

K. The term "maximum allowable population level" means the greatest allowable number of inmates that can be held in the Jail in a safe, secure, and humane manner. The maximum allowable population level shall be determined by the Sheriff or his/her designee.

2. Purpose

Under the authority of the Texas Local Government Code §351.041, the COUNTY maintains a Jail. The CITY from time-to-time desires to confine CITY Inmates in the Jail. In return for payment as specified in Section 9, the COUNTY agrees to furnish its facilities and personnel for confinement of CITY Inmates based on the rules and conditions set forth in this Agreement and any attachments thereto.

3. Term

This agreement shall be in effect October 1, 2018 and shall continue in effect until September 30, 2021 or until terminated by either party in accordance with Section four (4).

4. Termination

This Agreement may be terminated by either party for any reason at any time prior to its expiration upon ninety (90) calendar days' prior written notice provided pursuant to Section 15 hereof.

5. Population Level Limitation

In the event that the Jail's acceptable population level is reached, inmates who are confined on Webb County charges or commitments will have first priority. In the event the inmates are required to leave the COUNTY Jail, out-of-county inmates shall be the first inmates removed. Every effort will be made to manage the average daily population (ADP), including booking restrictions as a method to lower the ADP. The Jail Commander shall have final authority on ADP reduction measures.

Subject to the conditions stated herein, and the constraints listed in Section 5, the COUNTY will accept arrested persons delivered to the Jail for confinement, including persons arrested for, or convicted of, violations of the CITY Municipal Code and will hold them until such time as they are lawfully discharged from custody pursuant to law, or returned to the custody of the CITY.

6. Placing City Inmates in Jail by Law Enforcement Personnel

A. The CITY law enforcement personnel will follow all Jail procedures when presenting arrested persons for Booking.

B. The Jail booking personnel will not receive a person into custody until the law enforcement personnel having custody of the person provides the Jail with proper documentation of the Jail's legal basis to hold the person in custody. Proper documentation will consist of ~~either~~ an arrest warrant, the order of a court of competent jurisdiction, or a properly completed Notice of Arrest on the form provided by the court into which the person is being cited. In addition, the CITY shall provide a written order with the findings required by Section 45.06 of the Texas Code of Criminal Procedure or Section 43.009 of the Texas Code of Criminal Procedure.

C. An arrested person will not be considered a CITY Inmate for purposes of this Agreement until transfer of custody is complete. Transfer of custody from CITY law enforcement personnel to the Jail will not occur until the Jail receives both the legal basis, **statutorily required findings** to

hold the arrested person and has medically cleared the arrested person as "fit for Jail."

D. In the event that a CITY Inmate is transferred into the custody of the Webb County Jail and who later becomes ill, which requires medical treatment or hospitalization then the CITY agrees that within 90 days it will reimburse any medical expenses paid for by the COUNTY up to the point that the CITY Inmate is released from the CITY'S hold. This paragraph does not prohibit the CITY from contesting the validity of charges for services rendered to a CITY Inmate.

7. Walk in Commitments

A. Subject to the conditions stated herein, and the constraints listed in Section 5, the COUNTY will accept persons sentenced to a term of confinement to Jail by a CITY Municipal Court, including persons convicted of violations of the CITY Municipal Code and will hold them until such time as they are lawfully discharged from custody pursuant to law and the terms of the judicial Order of Commitment, or returned to the custody of the CITY.

B. A person reporting for commitment will not be accepted for Booking until the COUNTY receives a valid judicial Order of Commitment from the CITY Municipal Court and the Jail has medically cleared the person reporting for commitment as "fit for Jail."

C. A person reporting for commitment will not be considered a CITY Inmate for the purposes of this Agreement until the person is accepted for Booking

8. Rules Relating to Inmates in Custody

A. Persons convicted of violations of the CITY Municipal Code may earn early release time of up to one-third (1/3) of the total sentence as authorized by Chapter 9.94A RCW.

B. Investigators directed by the CITY attorney or CITY police officers will have the right to interview CITY inmates inside the confines of the Jail, subject to necessary operational and security rules. Interview rooms will be made available as appropriate to CITY police officers in equal priority with those of other police departments.

C. CITY Inmates will be in the complete charge of the COUNTY and subject to all applicable rules of the Jail, including any emergency security rules imposed by the Jail Commander. It is expressly agreed by the CITY that visitation and telephone privileges of CITY inmates, if any will be the same as COUNTY inmates and subject to applicable requirements of law.

D. The Jail will be administered by the COUNTY in accordance with the rules and regulations of the COUNTY, COUNTY ordinances and in accordance with the rules and regulations of any agency of the State of Texas empowered to make rules governing the administration of COUNTY jails.

E. CITY Inmates may be made inmate workers at the discretion of the COUNTY, and such inmates may be allowed by the COUNTY to work on public property.

F. CITY Inmates that are not picked up as required by law for a hearing pursuant to Sec. 45.046 of the Texas Code of Criminal procedure may be released at the discretion of the Sheriff pursuant to state law.

9. Fees

A. The daily fixed per-diem rate for the safekeeping of CITY inmates' shall be **\$70.00** per day / per inmate. The per-diem rate covers the support of one (1) City detainee per "City detainee day", which shall include the day of arrival, but not the day of departure.

B. The COUNTY and CITY will renegotiate the daily per-diem rate ninety (90) calendar days prior to the expiration of this agreement as specified in section three (3) Term, any adjustments to rates must be in writing and shall be in agreement between COUNTY and CITY as per section fifteen (15) Modification / Amendments. Adjusted rates will go into effect October 1st of the new contract term.

Costs incurred for necessary medical services to CITY Inmates beyond routine medical examinations, tests, procedures and prescriptions will be borne by the CITY in addition to the basic rates set out in Section 9(b). If the inmate suffers an injury while in the custody of the Jail, the COUNTY will bear all expenses not covered by the inmate's health insurance and/or public assistance. The Custody or Medical Supervisor(s) on duty in the Jail is hereby granted the authority to seek necessary medical services for CITY Inmates without consulting with CITY officials; PROVIDED, that when it appears that a CITY Inmate will incur unusual or substantial medical expenses due to illness, the COUNTY shall notify the CITY prior to seeking treatment, unless immediate treatment is required. If the Jail medical staff orders immediate treatment, the COUNTY will notify the CITY as soon after the event as reasonably possible. The CITY and the COUNTY will comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Webb County policies and procedures regarding HIPAA.

C. In the event that a Webb County deputy is required to guard a City Inmate that has been remitted to a courtroom, a hospital or a medical facility then the CITY agrees to reimburse the County at a rate of \$32.00 dollars an hour per guard until the release of the CITY Inmate by court order.

10. Transport

A. The COUNTY agrees to be responsible for all CITY Inmates' transportation to and from the Jail for Court. **The CITY agrees to reimburse the COUNTY for transport as found in Paragraph 9. C. of this agreement.**

B. The COUNTY will provide transportation of CITY Inmates to and from medical facilities when the Jail Medical Supervisor has determined that such treatment is necessary under Section 9(c). The CITY will furnish all other transportation of CITY Inmates.

11. Method of Payment & Billing Dispute Resolution Procedure

A. The COUNTY shall transmit billings to the CITY monthly. Within twenty (20) days after receipt, the CITY shall pay the full amount billed.

B. Payments from the CITY shall clearly indicate that the payment is for Jail inmate per diem fees and the period covered by the payment.

C. If CITY disputes amounts billed, it has (15) days following receipt of billing to notify the COUNTY of any alleged discrepancies calculating the amount the CITY owes the COUNTY. The CITY will provide the COUNTY with documentation for all alleged discrepancies. The COUNTY will respond to any alleged discrepancies within fifteen (15) working days of receipt of documentation. Credits for resolved discrepancies will be reflected on next billing cycle. The COUNTY will notify the CITY of all unresolved discrepancies.

D. Withholding of any amount billed or alleging that any party is in violation of any provision of this Agreement shall constitute a dispute, which shall be resolved as follows:

- a. The Jail Commander and CITY Police Chief or their designees shall attempt to resolve the dispute by negotiation. If such negotiation is unsuccessful, the dispute shall be appealed to the Chief Executive Officer of the CITY and the COUNTY Executive for settlement. If not resolved within thirty (30) days of referral, the Chief Executive Officer of the CITY and the COUNTY Executive may by mutual written consent request for appointment of an arbitrator whose decision shall be final and binding on both parties. Each party shall pay one-half of any arbitration fees.
- b. Any amount withheld from a billing, which is determined to be owed to the COUNTY pursuant to the dispute resolution procedure described herein, shall be paid by the CITY within thirty (30) days of the date of the negotiated resolution or arbitration determination.

E. Any undisputed billing amount not paid by the CITY within forty-five (45) days of receipt of the billing, and any amounts found to be owing to the COUNTY as a result of the billing dispute resolution procedure that are not paid within thirty (30) days of resolution, shall be conclusively established as a lawful debt owed to the COUNTY by the CITY, shall be binding on the parties and shall not be subject to legal question either directly or collaterally. This provision shall not limit a CITY's ability to challenge or dispute any billings that have been paid by the CITY.

F. If the CITY fails to pay a billing within forty-five (45) days of receipt, the COUNTY will notify the CITY of its failure to pay and the CITY shall have ten (10) days to cure non-payment. In the event the CITY fails to cure its nonpayment, the CITY shall be deemed to have waived its right to house CITY Inmates in the Jail and, at the COUNTY's request, will remove all CITY Inmates already housed in the Jail within thirty (30) days. Thereafter, the COUNTY, at its sole discretion, will accept no further CITY Inmates until all outstanding bills are paid.

G. The COUNTY may charge an interest rate equal to the interest rate on the monthly COUNTY investment earnings on any undisputed billing amount not paid by the CITY within forty-five (45) days of receipt of the billing, and any amounts found to be owing to the COUNTY as a result of the billing dispute resolution procedure.

H. Each party may examine the other's books and records to verify charges. If an examination reveals an improper charge, the next billing statement will be adjusted appropriately.

12. Indemnification

A. The COUNTY shall indemnify and hold harmless the CITY and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of the COUNTY, its officers, agents, and employees, or any of them related to the services provided under this Agreement.. In the event that any suit based upon such a claim, action, loss, or damage is brought against the CITY, the COUNTY shall defend the same at its sole cost and expense; provided, that, the CITY retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the CITY and its officers, agents, and employees, or any of them, or jointly against the CITY and the COUNTY and their respective officers, agents, and employees, or any of them, the COUNTY shall satisfy the same.

B. The CITY shall indemnify and hold harmless the COUNTY and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the CITY, its officers, agents, and employees, or any of them related to the arrest or confinement of a CITY Inmate. In the event that any suit based upon such a claim, action, loss, or damage is brought against the COUNTY, the CITY shall defend the same at its sole cost and expense; provided that the COUNTY retains the right to participate in said suit if any principle of governmental or public laws is involved; and if final judgment be rendered against the COUNTY, and its officers, agents, and employees, or any of them, or jointly against the COUNTY and the CITY and their respective officers, agents, and employees, or any of them, the CITY shall satisfy the same.

C. In the event of the concurrent negligence of the parties, the COUNTY's and the CITY's obligations hereunder shall apply to the percentage of fault attributable to the COUNTY and CITY or the COUNTY's and CITY's agents, employees, or officials respectively.

D. In executing this agreement, the COUNTY does not assume liability or responsibility for or in any way release the CITY from any liability or responsibility, which arises in whole or in part from the existence or effect of the CITY Municipal Code, rule, or regulations. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such CITY Municipal Code, rule or regulation is at issue, the CITY shall defend the same at its sole expense and if judgment is entered or damages are awarded against the CITY, the COUNTY, or both, the CITY shall satisfy the same, including all chargeable costs and attorney's fees.

E. The terms of Section 12 shall survive the termination or expiration of this Agreement.

13. Non-waiver of Rights

No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the party to be bound thereby. Failure to insist upon full performance of any one or several occasions does not constitute consent to or waiver of any later non-performance nor does payment of a billing or continued performance after notice of a deficiency in performance constitute an acquiescence thereto. The parties are entitled to all remedies in law or equity.

14. No Creation of or Expansion of Duty to Supervise: No Partnership or Joint Venture

A. Nothing in this Agreement shall be construed as creating, modifying, or expanding any duty on the part of the COUNTY. By agreeing to provide the Community Corrections Programs described herein to the CITY, the COUNTY is not agreeing to any supervision of CITY inmates except as specifically provided herein. Nothing in this Agreement shall be interpreted as a delegation by the CITY, the CITY Municipal Court or the CITY Municipal Court's probation department to the COUNTY of its duty of supervision.

B. Nothing in this Agreement shall be construed to render the parties partners or joint ventures.

15. Modification / Amendment

All provisions of this Agreement may be modified and amended with the mutual written consent

of the parties. This Agreement may not be modified orally. Modification must be accomplished with the same formalities as are required for execution of this agreement.

16. Notices

A. All notices required by this Agreement to be given to the COUNTY shall be made in writing and personally delivered or sent by certified mail to:

To the County:

Tano E. Tijerina, Webb County Judge
Webb County Courthouse
1000 Houston St, 3rd Floor
Laredo, Texas 78040

COPY TO:

Sheriff Martin Cuellar
902 Victoria Street
Laredo, Texas 78040

COPY TO:

Nathan Bratton, County Director of the Civil Legal Division
1000 Houston St., 2nd Floor
Laredo, Texas 78040

COPY TO:

Rafael Perez, County Auditor
1110 Washington St., Suite 201
Laredo, Texas 78040

B. All notices required by this Agreement to be given to the CITY shall be made in writing and personally delivered or sent by certified mail to:

To the CITY:

Horacio A. De Leon, Jr. City Manager
City Manager's Office
1110 Houston Street
Laredo, TX 78040-8019

COPY TO:

Claudio Trevino, Jr., Chief of Police
Laredo Police Department
4712 Maher Avenue
Laredo, TX 78041-3856

COPY TO:
Christina Hale, City Attorney
1110 Houston Street
Laredo, TX 78040-8019

17. Entire Agreement

A. This Agreement represents the entire understanding of the parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.

B. Nothing in this Agreement shall limit the ability of the COUNTY to contract with other entities at different rates or terms.

18. Force Majeure

In the event either party's performance of any of the provisions of this Agreement become impossible due to Force Majeure, that party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.

19. Severability

If any provision of this Agreement is found to be invalid or contrary to law, the remainder of this Agreement shall not be affected thereby.

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WEBB COUNTY, TEXAS

CITY OF LAREDO, TEXAS

By: _____
TANO E. TIJERINA
WEBB COUNTY JUDGE

By: _____
PETE SAENZ
CITY OF LAREDO MAYOR

ATTEST:

ATTEST:

MARGIE RAMIREZ IBARRA
WEBB COUNTY CLERK

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

APPROVED AS TO FORM

JORGE L. TREVIÑO, Esq.
WEBB COUNTY CIVIL LEGAL DIVISION

CHRISTINA HALE
CITY ATTORNEY

*By law, this office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Passed and approved by the Webb County Commissioners Court on October 9, 2018; item no.