

01/4/19

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF AMARILLO, TEXAS,
RANDALL COUNTY, TEXAS, and
RANDALL COUNTY SHERIFF'S OFFICE
(Jail Services for City Prisoners)**

This Agreement is made between the City of Amarillo, Texas (hereafter, "AMARILLO") and RANDALL COUNTY AND THE RANDALL COUNTY SHERIFF (hereafter, jointly and severally "RANDALL"). Pursuant to the authority granted by the "Texas Interlocal Cooperation Act," Chapter 791, Texas Government Code, as amended, providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

1. Entity. Each party is a local government entity within the State of Texas.
2. Public Benefit & Purpose. The respective governing body of each party finds that: the subject of this Agreement is necessary for the benefit of the public; and, that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; and, that the division of cost fairly compensates the performing party for the services performed under this Agreement; and, the performance of this Agreement is in the common interest of both parties.
3. Effective Date & Term. This Agreement shall become effective on the first day after it has received approval of all governing bodies. This Agreement shall remain in full force and effect for a term of one (1) year from the effective date hereof. This Agreement shall automatically be renewed for additional one-year terms unless and until a Party cancels it by giving one-hundred and eighty (180) days written notice to the other Party.
4. Current Revenues. Both the party performing a service and the party paying for the performance of governmental functions or services shall, respectively, render performance and make payments from current revenues legally available to the party.
5. Mutual Obligations. RANDALL now promises to perform and provide to AMARILLO certain Jail Services in accordance with Exhibit A, in lieu of AMARILLO operating a municipal jail. AMARILLO hereby accepts the duties, terms, conditions, limitations, procedures, fees, and scope of services stated in Exhibit A and, promises to perform its obligations stated therein.
6. Exhibit incorporated & Authorized Adjustments. The provisions of Exhibit A are incorporated herein by this reference as though stated here verbatim. Further, the governing body of each Party hereby authorizes its point-of-contact to mutually agree (without the need of further approval by either governing body) to make minor adjustments in the operational procedures, allocated duties, rights, etc. described in Exhibit A to facilitate greater efficiencies, reduce opportunity for errors, and better serve the public, so long as such adjustments do not require or constitute a material change in the fees, costs, or performance required of any Party hereto.
7. Liability. The purpose of this Agreement is only to set forth the rights and duties of the Parties with regard to the governmental function or services described. This agreement does not create any right, benefit, expectation, warranty, promise, or cause of action for any other person or entity who is not a party to this Agreement. By executing this Agreement, no Party waives, or

shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Each Party shall be solely responsible for any attorney fees, costs, loss, damages, injury, or death to others or their property arising out of or related to the acts or omissions only of the Party's employees or agents and not those of any other Party.

8. Venue. Each Party agrees that if legal action is brought under this Agreement, then exclusive venue shall lie in the county in which the defendant Party is located and, if located in more than one county, in the county in which the principal offices of the defendant Party are located.

9. Severance & Survival. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any request, such invalidity, illegality, or unenforceability shall not affect any other provision contained herein and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained. The provisions of paragraphs 7 through 9, inclusive, shall survive termination, cancellation, expiration or non-renewal of this Agreement.

10. Amendments. This Agreement with attached exhibit contains all the commitments and the agreements of the Parties, and any oral or written commitments not contained herein shall have no force or affect to alter any term or condition of this Agreement. This Agreement may be amended or modified in writing by the mutual agreement of the Parties. In the event of a conflict between the terms of this agreement and Exhibit A, then the terms of Exhibit A shall control.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed by its respective official signing below, being duly and lawfully authorized on or before the day and year written below to legally bind the Party to this agreement.

RANDALL COUNTY, TEXAS

CITY OF AMARILLO, TEXAS

By: _____

By: _____

Ernest Houdashell, County Judge

Jared Miller, City Manager

Date: _____

Date: _____

RANDALL COUNTY SHERIFF'S OFFICE

By: _____

Joel Richardson, Sheriff

Date: _____

EXHIBIT A - JAIL SERVICES

The purpose of this Exhibit A and the Interlocal Agreement to which it is attached is to state the terms, conditions, and consideration by which the City of Amarillo will cease operation of its municipal jail and by which Randall County and the Randall County Sheriff's Office will provide care and custody of persons incarcerated based upon city charges, as more fully described herein. To the extent of any conflict between the Interlocal Agreement and this Exhibit A, this exhibit controls.

1. Definitions: As used in this agreement the following terms shall have the meaning shown here. The singular includes the plural and vice versa:

Day: a 24 hour period that begins at 12:01 a.m.

Jail: the Randall County Jail at 9100 S. Georgia, Amarillo, Texas.

Jail Services: includes all the personnel, procedures, facilities, supplies, and actions reasonable and necessary to provide or perform at the Jail: intake (booking); identification & record keeping; searches & screenings; classification; presentment for arraignment via City's closed circuit judicial television system; release (by bonds, dismissal, or otherwise); safety & hygiene; security; personal property safekeeping; clothing; laundry; bed; board; discipline; victim notification upon release of domestic violence offender; reasonable medical care; and transportation to and from court and nonemergency medical care, all in accordance with requirements of Texas Commission on Jail Standards, Texas Family Code, and all other applicable law.

City Prisoner or Prisoner means a person incarcerated upon the authority of either a City of Amarillo police officer or municipal judge, for a class 'C' misdemeanor offense occurring within the municipal limits of the City of Amarillo, Texas, without regard to whether such incarceration is based upon an arrest for on-view offense; warrant; *capias*; citation; summons; or, the failure, refusal, or inability of Prisoner to post bond or pay an amount adjudged due to the Amarillo municipal court.

2. Terms and Conditions: Randall agrees to provide Jail Services for City Prisoners subject to these terms and conditions:

A. Transportation: All transportation of City Prisoners who are court ordered or qualify for trustee status to and from work details shall be provided by City. Any City employee, other than a licensed peace officer, to whom a City Prisoner is released for work detail shall be required to execute a "Request For Release and Acceptance of Custody" form as provided by Randall before Randall will release the City Prisoner. Subject to personnel availability Randall will provide transportation for City Prisoners to and from the Jail for court and nonemergency medical care. City shall pay mileage for such transportation at the privately owned vehicle reimbursement rate, no government vehicle available, established by the U.S. General Services Administration on the date of transportation. In addition, City shall compensate Randall Twenty Dollars (\$20.00) per hour for each deputy utilized in transporting City Prisoners. Upon release from Jail, a City Prisoner is responsible for his/her own transportation needs.

B. Medical Care: City is responsible for the cost of reasonable medical care (ambulance, clinic, hospitalization, tests, medications, supplies and equipment) required for a City Prisoner. Such responsibility may be discharged by City directly paying a care provider, or by reimbursing Randall, or by arranging for care pursuant to the Indigent Health Care Agreement or successor program of the Amarillo Hospital District. In the event a City Prisoner requires emergency hospitalization or medical care outside of the Jail, Randall will obtain an ambulance and immediately notify the on-duty Watch Commander at the Amarillo Police Department. City shall provide any guard(s) required for a City Prisoner who leaves the Jail for medical care. In the event an emergency medical condition requires that a City Prisoner be transported from the jail before the City can reasonably provide guard(s), Randall shall be relieved of all responsibility for the City Prisoner upon delivery of the City Prisoner to the appropriate medical facility and notification of the fact to the Amarillo Police Department Watch Commander. Medication for City Prisoners shall be provided by the care provider and reimbursed by

City or by arranging for medication to be provided pursuant to the Indigent Health Care Agreement or successor program of the Amarillo Hospital District.

C. Prisoner & Records Management: In accordance with applicable state and federal law and Jail polices, Randall: (1) may discipline City Prisoners as with any other prisoner; (2) will provide for City Prisoners to have trusty or similar status, and receive extra time-served credit; (3) will not release any City Prisoner without authorization from the City unless the City mandated time has been served, in which case release will be made pursuant to such mandate ; (4) shall immediately inform the on-duty Watch Commander at the Amarillo Police Department when any City Prisoner receives life threatening injury or dies; (5) shall be responsible for compliance with in-custody death reporting; (6) will maintain accurate and complete records detailing each Prisoner's incarceration, medical services, and Jail Services. Further, City shall have physical access to its Prisoners and their records at all times.

D. Alternate Site: Randall recognizes that City is relying upon it for all of City's municipal jail needs and capacity. Accordingly, Randall will not refuse any City Prisoner unless, in the reasonable judgment of Randall's on-duty booking officer or supervisor, the City Prisoner requires medical attention. Upon receiving proof of a medical examination clearing the City Prisoner for admission to the Jail, Randall shall book the City Prisoner in. If the Jail has reached capacity or is partially or wholly inoperable, then Randall shall take necessary steps to provide appropriate incarceration at an alternate temporary facility. Incarceration of City Prisoners at alternate temporary facilities shall have no effect on the daily fee paid by City to Randall under this Agreement.

3. Consideration & Payment: For and in consideration of Randall providing Jail Services to City Prisoners as described herein, City agrees to timely pay Randall as follows: \$75.00 per day per City Prisoner incarcerated in Jail, with a guaranteed minimum of sixty-seven (67.6) City Prisoners per Day. The daily rate shall be fixed from the effective date through subsequent renewals until July 1, 2022. If a rate adjustment is desired by either party for periods following that date, the party seeking the adjustment shall submit a written request to the other party not less than two hundred twenty-five (225) days prior to the expiration of the current renewal term of the Agreement. The parties shall then negotiate a rate adjustment. The adjusted rate, if any, shall then be effective for a period of three (3) years following July 1st of the year the adjustment becomes effective. Provided that, a City Prisoner booked-into Jail and is:

- released on the same Day, shall be subject to the full fee for that Day.
- not released until a subsequent Day, there will be no charge for the Day of booking, but the fee shall apply to each subsequent Day or part thereof.
- subject to a 'hold' by another agency, then City's obligation for the daily fee ends on the Day the prisoner becomes eligible for release on the City charge(s).

If a prisoner is incarcerated in Jail on a higher offense and City subsequently places a hold for municipal charges, then City's obligation for the daily fee on that prisoner does not start until the Day the prisoner first becomes eligible for release on the higher offense. If the City's charges are disposed of while such prisoner is incarcerated on the higher charge, then the City owes no daily fee.

City will pay Randall within thirty days after receipt of an itemized invoice showing at a minimum: each Prisoner's name & date of birth, date & times booked-in & released, and the nature and cost of any transportation.

For payment of closed circuit arraignment of City Prisoners the City shall provide at no cost to Randall, all equipment, software and data or telecommunication links necessary to interact with Randall's closed circuit judicial television system.

4. Allocation of Risk as between the Parties: Whereas Randall has no command or control over the City's employees or agents or the events involving a City Prisoner until such prisoner is booked into the Jail, City solely assumes and retains all liability risk and legal responsibility that arises out of or relates

to torts, civil rights, and other causes of action, damages, attorney fees and costs arising out of acts or omissions regarding the arrest, handling, and transportation of a City Prisoner from time of initial contact until the Prisoner is booked into Jail.

Whereas City has no command or control over Jail conditions or Randall's employees or agents involving a City Prisoner once booked into Jail, Randall solely assumes and retains all liability risk and legal responsibility that arises out of or relates to torts, civil rights, other causes of action, damages, attorney fees and costs arising out of acts or omissions regarding conditions in the Jail or Jail Services, until such time as the Prisoner is released.

Provided however, City re-assumes its allocated liability described under this section at all times when the City Prisoner is temporarily taken out of the Jail and is in the care and custody of City employees or agents. Randall re-assumes its allocated liability under this section upon return of the Prisoner to the care and custody of Randall.

Provided further, if Randall has insurance to cover claims, damages, causes of action, attorney fees, costs or interest asserted by a Prisoner or his/her heirs, beneficiaries, assigns, or successors, based upon conditions in the Jail or Jail Services, then City shall be listed as an additional insured on such policy(ies).

5. Independent Contractor Status: As to Jail conditions, operations and Jail Services, Randall is an independent contract vendor and not an employee or agent of City. Randall retains sole determination as to the best manner, means, and methods for procuring and delivering the services contemplated in this Agreement. As an independent contractor, Randall has no authority or right to represent or commit to any matter on behalf of City, unless such authority is expressly stated or of necessity can be reasonably implied from the terms of this Agreement.

6. Contacts: Each party hereby designates the following person as its Point of Contact for administering this agreement:

City of Amarillo
Chief of Police
P.O. Box 1971
Amarillo, TX 79105

Randall County
County Judge
501 16th St., Suite 303
Canyon, TX 79015

Randall County S.O.
Sheriff
9100 Georgia
Amarillo TX 79109

copy to:
Asst. Chief of Police
P.O. Box 1971
Amarillo TX, 79105

copy to:
County Auditor
501 16th St., Suite 301
Canyon, TX 79015

copy to:
Chief Deputy
9100 Georgia
Amarillo TX 79109

7. Assurance: Randall represents and assures the City that no other governmental entity has or will receive more favorable treatment or fees under a contract with Randall for Jail Services. If lower rates are provided in any agreement with another governmental entity, such lower rates shall be extended to the City under this Agreement.

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