

THE STATE OF TEXAS *

COUNTY OF BELL *

INTER-LOCAL COOPERATION AGREEMENT
FOR COUNTY JAIL FUNCTIONS

THIS AGREEMENT is made and entered into this _____ day of _____, 200____, by and between _____ County, a political subdivision of the great State of Texas, hereinafter referred to as the "County", and Bell County, also a political subdivision of the great State of Texas, hereinafter referred to as "Bell."

WHEREAS, the County is a duly organized political subdivision of the State of Texas engaged in the administration of County Government and related services for the benefit of the citizens of County; and,

WHEREAS, Bell is a duly organized political subdivision of the State of Texas engaged in the administration of County Government and related services for the benefit of the citizens of Bell County; and,

WHEREAS, the County and Bell desire to improve the efficiency and effectiveness of local governments by authorizing the intergovernmental contracting authority at the local level for all or part of the functions and services of police protection and detention services; and,

WHEREAS, the County and Bell mutually desire to be subject to the provisions of Chapter 791, Texas Government Code, commonly known as, the Inter-local Cooperation Act.

NOW, THEREFORE, County and Bell, for the mutual consideration hereinafter stated, agree and understand as follows:

I.

The effective date of this agreement shall be the _____ day of _____, 200____.

II.

The initial term of this Agreement shall be from the effective date hereof to and through

_____, 200_____.

Thereafter, this Agreement shall automatically renew each month unless written notice of intent to terminate is given by either party to the other not less than thirty (30) days in advance.

III.

For the purposes and consideration herein stated and contemplated, Bell shall provide the following necessary and appropriate services for the County to the maximum extent authorized by this agreement, without regard to race, religion, color, age, sex and national origin; to wit:

- A. Provide County and its Sheriff's Office with access to and use of the Bell County Jail facilities for the holding and incarceration of County prisoners including, but not necessarily limited to, adequate personnel necessary to supervise contract prisoners, clothing, food, medical attention and other appropriate necessities with respect to that number of prisoners. Bell agrees to provide County with access to and use of these facilities and services so long as such facilities shall be available in consideration of the requirements of the Texas Jail Standards Commission, subject to the termination rights above provided for.
 - B. In the event that the Bell County Jail facility shall be at maximum capacity as a result of Bell County or other inmates, Bell reserves the right to require the removal or transfer of County's prisoners within eight hours after notice to County, in order to provide facilities for Bell prisoners, and Bell agrees to notify County as soon as possible when a County prisoner must be removed from Bell facilities because of capacity limits.
 - C. In no event shall Bell be required to accept County's prisoners under the terms and conditions of this agreement if such transfer of prisoners will cause Bell County Jail facilities to be in violation of the standards of the Texas Jail Standards Commission. Bell, in its sole discretion, shall determine whether a County prisoner shall be accepted for incarceration by Bell. Nothing contained herein shall be construed to compel Bell to accept any prisoner if it would place Bell in violation of any law or regulation or court order.
 - D. Nothing contained herein shall be construed to compel Bell County Sheriff Dan Smith, acting in his capacity as keeper of the jail, to accept any prisoner for any reason.
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IV.

The County shall designate a suitable officer or peace officer to act on behalf of the County Sheriff, to serve as "Liaison Officer" for County with and between, County and Bell. The Sheriff of County, or his designated substitute, shall insure the performance of all duties and obligation of County herein stated; and, shall devote sufficient time and attention to the execution of said duties on behalf of County in full compliance with the terms and conditions of this Agreement; and, shall provide immediate and direct supervision of all of the County Sheriff's Office employees, agents, contractors, sub-contractors, and/or laborers, if any; in the furtherance of the purposes, terms and conditions of this Agreement of the mutual benefit of County and Bell.

V.

Bell designates Sheriff Dan Smith to act on behalf of the Bell County Sheriff's Office, and to serve as "Liaison Officer" for Bell with and between, Bell and County and its Sheriff's Office to insure the performance of all duties and obligations of Bell County herein stated; and shall devote sufficient time and attention to the execution of said duties on behalf of Bell in full compliance with the terms and conditions of this Agreement; and, shall provide immediate and direct supervision of the Bell County Sheriff's Office employees, agents, contractors, sub-contractors, and/or laborers, if any; in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of Bell and County.

VI.

The County agrees to indemnify and hold harmless Bell, its agents and employees, from and against all suits, claims, damages, losses and expenses, including reasonable attorney's fees, arising out of County's performance or non-performance of the services and duties herein stated, but only in regard to the transfer of prisoners by the County and duties herein assigned to

County, and specifically excluding the actual incarceration of prisoners by Bell and this indemnity shall apply even if the damages or event was caused in whole or in part by Bell's negligent act and/or omission, or that of a sub-contractor of County or that of anyone employed by or contracted with County for whose acts the County is liable. County retains full liability for each prisoner until that prisoner has been processed and booked into the Bell County Jail.

VII.

Bell agrees to indemnify and hold harmless the County, its agents and employees, from and against all suits, claims, damages, losses and expenses, including reasonable attorney's fees, arising out of Bell'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 Bell in Bell's facilities and specifically excluding the transfer of prisoners to and from Bell County and this indemnity shall apply even if the damages or event was caused in whole or in part by County's negligent act and/or omission, or that of a sub-contractor of Bell County or that of anyone employed by or contracted with Bell for whose acts Bell is liable.

VIII.

Bell shall be solely in charge of all control, techniques, sequences, procedures and means, and the coordination of all work performed under the terms and conditions of this Agreement in regard to the holding and incarceration of all properly delivered prisoners, shall insure, dedicate and devote the full time and attention of those employees necessary for the proper execution and completion of the duties and obligations of Bell stated in this Agreement, and give all attention necessary for such proper supervision and direction.

IX.

The County agrees to and accepts full responsibility for the acts, negligence and/or omissions of all the County's employees and agents, the County's sub-contractors and/or

contract laborers, and for those of all other persons doing work under a contract or agreement with said County.

X.

Bell agrees to and accepts full responsibility for the acts, negligence and/or omissions of all Bell's employees and agents, Bell's sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with said Bell.

XI.

The County agrees to and accepts the duty and responsibility for and overseeing all safety orders, precautions, programs and equipment necessary to the reasonable safety of the County's employees and agents, the County's sub-contractors and/or contract laborers, and all other persons doing work under a contract or agreement with said County.

County further agrees to bring with each prisoner delivered to Bell County Jail all packets, jail cards, classification data and other information in the possession of County regarding each prisoner, and has the duty to advise Bell of any known dangerous propensities of each prisoner delivered to Bell.

XII.

Bell agrees to and accepts the duty and responsibility for and overseeing all safety orders, precautions, programs and equipment necessary to the reasonable safety of Bell's employees and agents, Bell's sub-contractors and/or contract laborers, and all other persons doing work under a contract or agreement with said Bell.

XIII.

Bell understands and agrees that Bell County, its employees, servants, agents and representatives shall at no time represent themselves to be employees, servants, agents and/or representatives of County.

XIV.

The County understands and agrees that the County, its employees, servants, agents and representatives shall at not time represent themselves to be employees, servants, agents and/or representatives of Bell County.

XV.

The County is a political subdivision of the State of Texas. The address of County is:

Williamson County Commissioners Court
710 Main St.
Georgetown, Texas 78626
Attn: Honorable John C. Doerfler
County Judge

XVI.

Bell County is a political subdivision of the State of Texas. The address of Bell County is:

Bell County Commissioners Court
Central and Main Street
Belton, Texas 76513

Attn: Honorable Jon Burrows
County Judge

XVII.

For the services herein above stated, the County agrees to pay to Bell, for the full performance of this Agreement, the sum of forty Dollars (\$ 40.00) per day for each prisoner confined in Bell facilities. A day shall constitute any time during a twenty-four (24) hour period.

The County further agrees to reimburse Bell for damages which are directly caused to Bell facilities or employees by the direct action of a County prisoner.

The County agrees to fully reimburse Bell for all medical expenses and all directly related transportation costs incurred by Bell and medically necessary to the health, safety and welfare of County's prisoners.

XVIII.

The County agrees to pay to and reimburse Bell, in Bell County, Texas, on a monthly basis, and upon the submission of a documented invoice by Bell to County, for the cost of the items and expenses specified in and in accordance with paragraph XVII of this Agreement during the term of this Agreement.

XIX.

This Agreement 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, Bell County shall be compensated for all services performed to termination date, together with reimbursable expenses then due and as authorized by this Agreement. In the event of such termination, should Bell be overcompensated for all services performed to termination date, and/or be overcompensated for reimbursable expenses as authorized by this Agreement, then the County shall be reimbursed for all such overcompensation. Acceptance of said reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

XX.

This Agreement represents the entire and integrated agreement between the County and Bell and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the County and Bell.

XXI.

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performable and all compensation payable in Bell County, Texas.

XXII.

In the event that any portion of this Agreement shall be found to be contrary to law it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

XXIII.

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

Executed in multiple originals on the _____ day of _____,
200_____.

County Judge
Bell County, Texas

John C. Daehler 2-19-02
County Judge
Williamson County, Texas



MEMORANDUM
Williamson County Sheriff's Office
Corrections Division

TO: James W. Harrell, Assistant Chief Deputy Corrections
FROM: Mark J. White, Captain
DATE: February 11, 2002
SUBJECT: Inmate Releases Equal to or Greater Than March 01, 2002

The following inmates have been convicted with sentences to be served in Williamson County. Their release dates are equal to or greater than March 01, 2002. This information is current as of February 11, 2002 at 0900.

<u>S.O. #</u>	<u>Name</u>	<u>Sex</u>	<u>Release Date</u>
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Convicted Misdemeanants

01-68418	Brockett, Michael	M	03/01/02
01-70903	Mendez, Foloisal	M	03/01/02
99-54958	Scott, James (T)	M	03/02/02
01-69454	Zamora, John	M	03/04/02
02-71082	Rivera, Jose	M	03/05/02
97-45427	Sanchez, Benito	M	03/09/02
02-71249	Garcia, Francisco (T)	M	03/09/02
00-64172	Henson, Nathan (T)	M	03/12/02
00-65557	Webb, Kevin (T)	M	03/17/02
00-65581	Gaines, Charmas (T)	M	03/19/02
96-38914	Hattley, Carl (T)	M	03/21/02
01-69764	Hall, Marcus	M	03/22/02
95-37698	Vega, Jesus	M	03/23/02
00-65374	Silva, Gladys	F	03/25/02
00-62663	Wolverton, Ventrice	M	03/27/02

Total March	15
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96-43237	Pounds, William	M	04/02/02
99-54699	Woods, Nicolas (T)	M	04/06/02
97-44973	Luevanos, Jose (T)	M	04/07/02
01-70191	Phillips, Charles (T)	M	04/09/02
88-12106	Jones, Marcus (T)	M	04/18/02
02-71152	Benites, Moses (T)	M	04/20/02
01-70003	Bulson, Donald (T)	M	04/28/02

Total April			7
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00-60698	Salinas, Maria	F	05/18/02
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Total May			1
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91-20720	Kilgore, Keith (T)	M	06/09/02
00-63291	Kellam, Jeremy (T)	M	06/11/02

Total June			2
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Convicted Felons Sentenced to County Jail Time

97-43427	Aparicio, Roy	M	03/17/02
00-63508	Spears, Joshua (T)	M	03/30/02

Total March			2
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01-66105	Jackson, Michael (T)	M	04/18/02
01-68047	Castillo, Tony (T)	M	04/27/02

Total April			2
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98-51860	Pfeifer, Paul	M	05/01/02
94-33398	Garcia, Jose (T)	M	05/09/02

Total May			2
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AGENDA ITEM 29

Consider approving resolution for grant application to CJD for modular armored tactical combat house for firing range.

Sheriff Maspero and Grant writer Joni Clarke discussed the grant application.

Moved: **Judge Doerfler**

Seconded: **Commissioner Limmer**

Motion: To approve a resolution for a grant application to CJD for a modular armored tactical combat house for the law enforcement firing range.

Vote: **4 - 0**

< Attachment >

COUNTY OF WILLIAMSON--STATE OF TEXAS

KNOW ALL MEN BY THOSE PRESENT THAT ON THIS, the 19th day of February 2002, the Commissioners Court of Williamson County, Texas met in a duly called session at the Courthouse in Georgetown, Texas and at said meeting, among other business, the Court considered the following:

RESOLUTION OF WILLIAMSON COUNTY AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO CJD FOR THE FUNDING OF A MODULAR ARMORED TACTICAL COMBAT HOUSE

WHEREAS, the County of Williamson prepared and will submit to CJD a grant application for funding consideration of a Modular Armored Tactical Combat House under the Criminal Justice Planning Fund; and

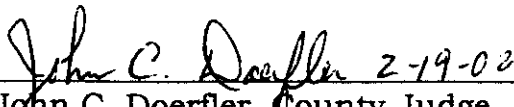
WHEREAS, the County of Williamson agrees to provide an 123-acre site located off of FM1660, North of Hutto and South of the County landfill, at the intersection of County Roads 100 and 130 for the development of a regional training center for law enforcement officers; and

WHEREAS, the Modular Armored Tactical Combat House will become a integral component of the regional training center for law enforcement officers which is currently being developed by the County of Williamson; and

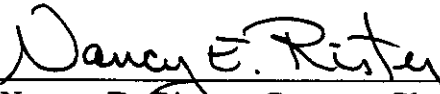
WHEREAS, the County of Williamson agrees to comply with all CJD guidelines and in the event of loss or misuse of CJD funds, Williamson County will return all funds to CJD.

NOW, THEREFORE, BE IT RESOLVED, that the County of Williamson submits to CJD a grant application for the funding of a Modular Armored Tactical Combat House under the Criminal Justice Planning Fund and abide by CJD guidelines pertaining to any funds that may be awarded.

RESOLVED this the 19th day of February 2002.


John C. Doerfler, County Judge

ATTEST:


Nancy E. Rister, County Clerk