

ORDINANCE APPROVING AND AUTHORIZING THE MAYOR
TO EXECUTE AND THE CITY SECRETARY TO ATTEST
A CONTRACT WITH FORT BEND COUNTY, TEXAS
PROVIDING FOR THE HOUSING OF CITY PRISONERS

WHEREAS, the laws of the State of Texas have placed various requirements on municipalities regarding housing of persons taken into custody by city peace officers, and

WHEREAS, the County of Fort Bend, acting through its duly elected Commissioners' Court, has consented to house such prisoners, NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BEASLEY, TEXAS:

I.

That the Mayor is authorized to execute and the City Secretary to attest a contract between the City of Beasley, Texas, and Fort Bend County, whereby the City of Beasley will deliver to the Fort Bend County Jail in Richmond, Texas, city prisoners for housing and safe keeping for such periods of time and on terms agreeable to the Sheriff of Fort Bend County, Texas, and Chief of Police of the City of Beasley, with the approval of the Commissioners' Court of Fort Bend County, Texas, and the City Council of the City of Beasley, Texas, as set out in the instrument presented to the City Council on even date herewith, a copy of which is attached hereto.

II.

This Ordinance shall be effective immediately upon its adoption.

PASSED AND APPROVED this 26th day of NOVEMBER, 1985.

CITY OF BEASLEY, TEXAS

BY: Erwin Randerman Jr.
Mayor

ATTEST:
Clinton Council
City Secretary

APPROVED:
Kent Hartge
City Attorney

NO. _____

RESOLUTION OF COMMISSIONERS' COURT
APPROVING AND AUTHORIZING THE COUNTY JUDGE TO
EXECUTE AND THE COUNTY CLERK TO ATTEST
A CONTRACT BETWEEN FORT BEND COUNTY, TEXAS
AND THE CITY OF BEASLEY, TEXAS
PROVIDING FOR THE HOUSING OF CITY PRISONERS

On this the 16th day of December, 1985, at a Regular-Special Meeting of Commissioners' Court of Fort Bend County, Texas, acting as the governing body of Fort Bend County, Texas, upon Motion by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and carried:

WHEREAS, the City of Beasley, Texas, has heretofore, through its duly authorized governing body, approved an agreement by which the Fort Bend County Sheriff's Department may house City prisoners; and

WHEREAS, Commissioners' Court of Fort Bend County, Texas, desires to authorize the County Judge to sign and the County Clerk to attest such an agreement.

NOW, THEREFORE, BE IT RESOLVED that Jodie E. Stavinoha, County Judge of Fort Bend County, Texas, is hereby authorized and directed to sign said agreement, in behalf of Fort Bend County, Texas, and that Dianne Wilson, County Clerk, is hereby authorized to attest same.

COUNTY OF FORT BEND

Jodie E. Stavinoha
Jodie E. Stavinoha
County Judge

ATTEST:

Dianne Wilson
Dianne Wilson
County Clerk

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF FORT BEND
AND THE CITY OF BEASLEY, TEXAS
PROVIDING FOR THE HOUSING OF CITY PRISONERS

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "County", and the City of Beasley, hereinafter referred to as "City".

WHEREAS, the City desires the County to assist in the care, custody and support of prisoners of the said city for the consideration and terms and conditions hereinafter set out; and

WHEREAS, the City of Beasley, acting by and through its duly elected governing body has determined that it would be of material benefit to said City to provide for such care of said prisoners and has, therefore, accordingly duly authorized this agreement; and

WHEREAS, the County desires to assist the City in the care, custody and support of prisoners of the said city for the consideration and terms and conditions hereinafter set out; and

WHEREAS, the Commissioners' Court of Fort Bend County, Texas, has passed an order authorizing the Sheriff of Fort Bend County, Texas, to accept from the proper law enforcement officers of said city all prisoners of the city under the terms and conditions and for the consideration hereinafter set out; and

WHEREAS, this agreement is made pursuant to and under the provisions of Article 4413 (32c), Vernon's Texas Civil Statutes.

NOW, THEREFORE, it is mutually agreed by and between the County, acting herein by and through its duly authorized Commissioners' Court, and the City, acting herein by and through its duly authorized governing body, as follows:

I.

The County agrees that the Sheriff of Fort Bend County, Texas, may, on and after the effective date of this

instrument, except from the duly authorized law enforcement officers of the City, any and all persons who, under the law of the State of Texas, are prisoners of the respective city. For definition purposes, a City prisoner shall mean those persons charged ONLY with a violation of a city ordinance and State laws which are classified as class "C" Misdemeanors, lying within the jurisdiction of the Municipal Court of the herein above stated city in Fort Bend County, Texas. The Sheriff may, at his sole discretion, (but will not be obligated to), accept persons accused of violations of municipal codes or ordinances only.

II.

The Sheriff of Fort Bend County, Texas, will house, support, maintain and confine said City prisoners in the County jail subject to the orders of the duly authorized Municipal Magistrate of said City.

The County and the City further agree that once a city prisoner is accepted and committed to the County jail, the Sheriff or his deputy in charge of admissions, will release a City prisoner only when the discharge of the City prisoner is lawfully ordered or authorized by a Magistrate or any Court of competent jurisdiction, provided, however, that nothing contained herein shall be construed to authorize or require the County or County Sheriff to incarcerate or hold any person contrary to the Constitution and the Laws of the State of Texas and the United States of America.

III.

A. The County Sheriff and/or his deputy in charge of admissions at the County jail, may refuse to accept an injured or ill City prisoner, when in the judgment of the County Sheriff and/or his deputy, medical attention is necessary before confinement. It is agreed and understood between the County and the City that the County Sheriff and/or his deputy

in charge of admissions at the County jail, shall determine, upon presentation of the City prisoner at the County jail, whether at that time, at the sole discretion of the County Sheriff and/or his deputy, the City prisoner should be accepted into the County jail or transported to the nearest hospital by the law enforcement officers of the City.

B. It is further agreed that during the confinement of any City prisoner in the County jail, the County, acting by and through the County Sheriff and/or his deputy, will provide all necessary medical treatment and hospitalization for all City prisoners whether they become sick or injured. It is expressly agreed and understood that the cost of all medical care, treatment and hospitalization is strictly the responsibility of said City, and should any such expense be incurred by the County, the City will reimburse the County for same upon request.

C. The County, acting by and through the County Sheriff and/or his deputy, agrees that Fort Bend County Sheriff's Department will not guard any City prisoner, who is to be transported to any hospital. Upon notice to the City by County, once the City prisoner is removed from the County jail, it will be the responsibility of said City to provide a necessary security guard for such prisoner outside the confines of the County jail.

IV.

The City agrees to furnish its own bailiff to escort City prisoners to and from Municipal Court from the County jail. A commitment from the Municipal Court will be obtained on each City prisoner within twenty-four (24) hours and will be forwarded to County jail personnel, provided, however, such requirement will be exclusive of week-ends and holidays. When a City prisoner is removed from the confinement of the County jail by a City police officer, the County releases and assumes no further responsibility for the said City prisoner until such

time as the prisoner is returned to the County jail by the City police officer and is duly accepted by the County Sheriff and/or his deputy for confinement. City prisoners returned to jail after court must have proper commitment forms prior to their being booked and accepted back into the County jail for confinement. City agrees and accepts sole responsibility for final bookout procedures, as may be established from time to time by the County Sheriff's Department, before any final release of a City prisoner may be accomplished at the County jail.

V.

The City agrees to pay the Treasurer of Fort Bend County, Texas, at the end of each calendar month the sum of Twenty Dollars (\$20.00) per day that each City prisoner has been incarcerated in the County jail. The Sheriff agrees to provide a monthly statement showing the name of each City prisoner, the charge, the number of days served by each prisoner and the total amount due the County, to the County Treasurer and the City. For purposes of this agreement, confinement on any calendar day, regardless of the amount of time spent in confinement, shall count as one full day of confinement. In calculating the number of days a certain City prisoner was confined, the day of arrival will be counted but not the day of departure. Further, County shall have the right to suspend City's use of the County jail facility until such time as any delinquent account is brought current. City agrees to pay for the confinement of their prisoners on Municipal charges, except where class "B" and class "A" misdemeanor charges or felony charges are filed simultaneously, and not dismissed at a later date.

VI.

It is expressly understood and agreed that the effective date of this contract shall be the 1st day of January, 1986, and it is further expressly understood and agreed that this contract shall automatically terminate on the 31st day of December, 1986, and must be renewed annually thereafter. It is further understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice of an order or resolution of the respective governing body of such termination to the other party and no further liability thereon will remain, other than that which has accrued before termination.

VII.

The City agrees to save and hold harmless Sheriff and County, and Sheriff's successors in office, and any and all employees thereof, from any claims for damages for which the Sheriff and/or his employees, or County, may be held liable to a City prisoner because of the acts or omissions of any City employee. County agrees to save and hold City harmless for any claim for damages for which the City may be held liable to any City prisoner because of the acts or omissions of any County employee.

VIII.

The execution of this contract and the payment herein provided for are authorized by proper Resolutions and Orders, duly adopted by the Commissioners' Court of Fort Bend County, Texas, and the City of Beasley, each entered upon the Minutes of the Meetings of said organizations, copies of which Resolutions and Orders being attached to this contract and by reference incorporated herein and made a part hereof.

IX.

it is expressly understood and agreed by the parties hereto that this agreement will have no force or effect until duly executed by all parties.

SIGNED this 26th day of NOVEMBER 1985 in duplicate originals by Order of City Council of

City of Beasley, Texas

BY: Everett Randeman Jr.
MAYOR

ATTEST:

[Signature]
CITY SECRETARY

SIGNED this 16 day of December 1985 in duplicate originals by Order of Commissioners' Court of Fort Bend County, Texas.

County of Fort Bend

[Signature]
COUNTY JUDGE

ATTEST:

[Signature]
COUNTY CLERK