

# 11,429

RESOLUTION NO. 3104-000

FILED FOR RECORD  
at 1:00 o'clock P M

MAR 08 2011

CITY OF QUINLAN, TEXAS

JENNIFER LINDERZWEIG  
County Clerk, Hunt County, Texas  
By Jennifer Linderzweig

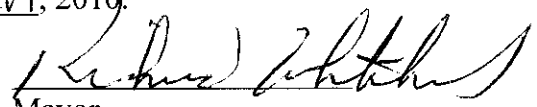
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF QUINLAN, TEXAS, AUTHORIZING AN INTERAGENCY OPERATION AGREEMENT BETWEEN THE CITY AND HUNT COUNTY, PROVIDING THE CITY OF QUINLAN POLICE DEPARTMENT ACCESS TO AND USE OF THE HUNT COUNTY JAIL FACILITIES FOR THE HOLDING AND INCARCERATION OF CITY PRISONERS**

**WHEREAS**, it appearing to be in the best interest of the citizens of the City of Quinlan, Texas, that the City of Quinlan enter into an interagency operation agreement with Hunt County, Texas, providing the City Of Quinlan Police Department access to and use of the Hunt County jail facilities for the holding and the incarceration of city prisoners;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF QUINLAN:**

- 1) **THAT** the City of Quinlan, acting by and thru its duly elected Mayor, shall enter into a written interagency operation agreement with Hunt County, Texas, providing the City Of Quinlan Police Department access to and use of the Hunt County jail facilities for the holding and the incarceration of city prisoners, and providing for terms and conditions of said interagency operation agreement, and for the payment of fees in association with use of jail facilities.
- 2) **THAT** such agreement shall be attached hereto and made a part hereof as if fully stated herein.

**PASSED AND APPROVED** in a meeting of the City Council of the City of Quinlan, Texas, held on the 8<sup>th</sup> day of MARCH, 2010.

  
Mayor

ATTEST:

Victoria Raduechel  
Victoria Raduechel,  
City Secretary

THE STATE OF TEXAS

COUNTY OF HUNT

# 11,429

FILED FOR RECORD  
at 1:00 o'clock P M

MAR 08 2011

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, Tex.  
By *J. Lindenzweig*

INTERAGENCY OPERATION AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THE 8<sup>th</sup> DAY OF March, 2010 BY AND BETWEEN THE CITY OF Quintan, TEXAS, HEREINAFTER REFERRED TO AS THE "CITY", AND HUNT COUNTY, ALSO A POLITICAL SUBDIVISION OF THE STATE OF TEXAS. WHEREAS, THE CITY IS A DULY ORGANIZED POLITICAL SUBDIVISION OF THE STATE OF TEXAS ENGAGED IN THE ADMINISTRATION OF CITY GOVERNMENT AND RELATED SERVICES FOR THE BENEFIT OF THE CITIZENS OF THE CITY OF Quintan; AND

WHEREAS, HUNT 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 THE COUNTY OF HUNT; AND

WHEREAS, THE CITY, AND HUNT COUNTY DESIRE TO IMPROVE THE EFFICIENCY AND EFFECTIVENESS OF LOCAL GOVERNMENTS BY AUTHORIZING THE FULLEST POSSIBLE RANGE OF 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 CITY AND HUNT COUNTY MUTUALLY DESIRE TO BE SUBJECT TO THE PROVISIONS OF CHAPTER 791 OF THE TEXAS GOVERNMENT CODE. (VERNON SUPP. 1985) THE INTERLOCAL COOPERATION ACT.

NOW, THEREFORE, THE CITY AND HUNT COUNTY, FOR THE MUTUAL CONSIDERATION HEREINAFTER STATED, AGREE AND UNDERSTAND AS FOLLOWS:

I

THE EFFECTIVE DATE OF THE AGREEMENT SHALL BE THE 8<sup>th</sup> DAY OF March 2010.

II

THIS AGREEMENT SHALL BE FOR A PERIOD OF ONE (1) YEAR FROM THE DATE HEREOF, EXCEPT THAT IT SHALL BE AUTOMATICALLY RENEWED FOR ADDITIONAL ONE (1) YEAR PERIODS, UNLESS EITHER PARTY GIVES THE OTHER PARTY AT LEAST NINETY (90) DAYS NOTICE IN WRITING OF THE PARTY'S INTENT NOT TO RENEW.

III

FOR THE PURPOSES AND CONSIDERATION HEREIN STATED AND CONTEMPLATED, THE COUNTY OF HUNT SHALL PROVIDE THE FOLLOWING NECESSARY AND APPROPRIATE SERVICES FOR THE RESIDENTS OF THE CITY TO THE MAXIMUM EXTENT AUTHORIZED BY THIS AGREEMENT, WITHOUT REGARD TO RACE, RELIGION, COLOR, AGE AND NATIONAL ORIGIN; TO-WRIT:

A. PROVIDE THE CITY OF Quinlan AND THE Quinlan POLICE DEPARTMENT ACCESS TO AND USE OF THE HUNT COUNTY JAIL FACILITIES FOR THE HOLDING AND THE INCARCERATION OF CITY PRISONERS INCLUDING BUT NOT NECESSARILY LIMITED TO, ADEQUATE PERSONEL NECESSARY TO SUPERVISE CITY PRISONERS, CLOTHING, FOOD, MEDICAL ATTENTION, AND OTHER APPROPRIATE NECESSITIES WITH RESPECT TO CITY PRISONERS, HUNT COUNTY'S FACILITIES SHALL BE AVAILABLE IN CONSIDERATION OF THE REQUIREMENTS OF THE TEXAS JAIL STANDARDS COMMISSION.

B. IN THE EVENT THAT THE (HUNT COUNTY DETENTION CENTER) SHALL BE AT MAXIMUM CAPACITY AS A RESULT OF HUNT COUNTY INMATES, HUNT COUNTY RESERVES THE RIGHT TO REQUIRE THE REMOVAL OF TRANSFER OF CITY PRISONERS WITHIN 8 HOURS AFTER NOTICE TO CITY, IN ORDER TO PROVIDE FACILITIES FOR HUNT COUNTY PRISONERS, AND HUNT COUNTY AGREES TO NOTIFY CITY AS SOON AS IS POSSIBLE WHEN A CITY PRISONER MUST BE REMOVED FROM HUNT COUNTY FACILITIES BECAUSE OF CAPACITY LIMITS.

C. IN NO EVENT SHALL HUNT COUNTY BE REQUIRED TO ACCEPT CITY PRISONERS UNDER THE TERMS AND CONDITIONS OF THE AGREEMENT IF SUCH ACCEPTANCE OF PRISONERS WILL CAUSE HUNT COUNTY JAIL FACILITIES TO BE IN VIOLATION OF THE STANDARDS OF THE TEXAS JAIL STANDARDS COMMISSION. IF SPACE IS AVAILABLE, COUNTY SHALL ACCEPT ALL CITY PRISONERS UNDER THE TERMS OF THIS AGREEMENT EXCEPT FOR GOOD CAUSE BEING SHOWN, WHICH INCLUDES BUT IS NOT NECESSARILY LIMITED TO ILLNESS OR BODILY INJURY.

IV

THE CITY SHALL DESIGNATE THE CHIEF OF POLICE TO ACT ON BEHALF OF THE CITY AND TO SERVE AS "LIAISON OFFICER" FOR THE CITY WITH AND BETWEEN THE CITY AND HUNT COUNTY. THE POLICE CHIEF, OR HIS DESIGNATED SUBSTITUTE SHALL INSURE THE PERFORMANCE OF ALL DUTIES AND OBLIGATIONS OF THE CITY HEREIN STATED; AND SHALL DEVOTE SUFFICIENT TIME AND ATTENTION TO THE EXECUTION OF SAID DUTIES ON BEHALF OF

THE CITY IN FULL COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT AND SHALL PROVIDE IMMEDIATE AND DIRECT SUPERVISION OF THE MUNICIPAL POLICE

DEPARTMENT EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, AND/OR LABORERS, IF ANY, IN THE FURTHERANCE OF PURPOSES, TERMS, AND CONDITIONS OF THIS AGREEMENT FOR THE MUTUAL BENEFIT OF THE CITY OF Quincy AND HUNT COUNTY.

V

HUNT COUNTY DESIGNATES THE HUNT COUNTY SHERIFF TO ACT ON BEHALF OF THE HUNT COUNTY SHERIFF'S DEPARTMENT AND TO SERVE AS "LIAISON OFFICER" FOR HUNT COUNTY WITH AND BETWEEN HUNT COUNTY AND THE CITY, AND THE MUNICIPAL POLICE DEPARTMENT TO ENSURE THE PERFORMANCE OF ALL DUTIES AND DELEGATIONS OF HUNT COUNTY HEREIN STATED; AND SHALL DEVOTE SUFFICIENT TIME TO AND ATTENTION TO EXECUTION OF SAID DUTIES ON BEHALF OF HUNT COUNTY IN FULL COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT AND SHALL PROVIDE IMMEDIATE AND DIRECT SUPERVISION OF THE HUNT COUNTY SHERIFF'S DEPARTMENT EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, AND/OR LABORERS, IF ANY, IN THE FURTHERANCE OF THE PURPOSES, TERMS AND CONDITIONS OF THIS AGREEMENT FOR THE MUTUAL BENEFIT OF HUNT COUNTY AND THE CITY

VI

PRIOR TO THE TRANSFER OF PRISONERS, INCLUDING CITY PRISONERS, TO HUNT COUNTY, THE CITY AGREES TO INDEMNIFY AND HOLD HARMLESS HUNT COUNTY, ITS' AGENTS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES ARISING OUT OF PERFORMANCE OF THE SERVICES AND DUTIES HEREIN STATED ONLY IN EXCLUDING THE INCARCERATION OF CITY PRISONERS BY HUNT COUNTY WHICH ARE (1) FOR BODILY INJURY, ILLNESS, OR DEATH, OR FOR PROPERTY DAMAGE, INCLUDING LOSS OF USE, AND (2) CAUSED IN WHOLE OR PART BY THE NEGLIGENT ACT AND/OR OMISSION, OR THAT OF A SUB-CONTRACTOR OF THE CITY OF THAT OF ANYONE EMPLOYED BY OR CONTRACTED WITH THE CITY FOR WHOSE ACTS THE CITY IS LIABLE.

VII

1. HUNT COUNTY SHALL BE SOLELY RESPONSIBLE FOR ALL TECHNIQUES, SEQUENCES, PROCEDURES AND MEANS, AND FOR THE COORDINATION OF ALL WORK PERFORMED UNDER THE TERMS AND CONDITIONS OF THIS AGREEMENT IN REGARD TO THE HOLDING AND

INCARCERATION OF CITY PRISONERS. HUNT COUNTY 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 HUNT COUNTY STATED IN THE AGREEMENT, AND GIVE ALL ATTENTION NECESSARY FOR SUCH PROPER SUPERVISION AND DIRECTION.

2. AT THE REQUEST OF THE CITY, HUNT COUNTY SHALL PHOTOGRAPH AND TAKE FINGERPRINTS OF ANY PRISONER INCARCERATED PURSUANT TO THIS AGREEMENT.

VIII

THE CITY AGREES TO AND ACCEPTS THE DUTY AND RESPONSIBILITY FOR OVERSEEING ALL SAFETY ORDERS, PRECAUTIONS, PROGRAMS, AND EQUIPMENT NECESSARY TO THE REASONABLE SAFETY OF CITY'S EMPLOYEES, AND AGENTS, CITY SUB-CONTRACTORS, AND/OR CONTRACT LABORERS, AND ALL OTHER PERSONS DOING WORK UNDER A CONTRACT OR AGREEMENT WITH SAID CITY.

IX

HUNT COUNTY AGREES TO AND ACCEPTS THE DUTY AND RESPONSIBILITY FOR OVERSEEING ALL SAFETY ORDERS, PRECAUTIONS, PROGRAMS, AND EQUIPMENT NECESSARY TO THE REASONABLE SAFETY OF HUNT COUNTY SUB-CONTRACTORS, AND/OR CONTRACT LABORERS, AND ALL OTHER PERSONS DOING WORK UNDER A CONTRACT OR AGREEMENT WITH SAID HUNT COUNTY.

X

HUNT COUNTY UNDERSTANDS AND AGREES THAT HUNT COUNTY, ITS EMPLOYEES, SERVANTS, AGENTS, AND REPRESENTATIVES SHALL AT NO TIME REPRESENT THEMSELVES TO BE EMPLOYEES, SERVANTS, AGENTS, AND/OR REPRESENTATIVES OF THE CITY OF Quintan.

XI

HUNT COUNTY UNDERSTANDS AND AGREES THAT THE CITY, ITS' EMPLOYEES, SERVANTS, AGENTS, AND REPRESENTATIVES SHALL AT NO TIME REPRESENT THEMSELVES TO BE EMPLOYEES, SERVANTS AGENTS, AND/ OR REPRESENTATIVES OF HUNT COUNTY.

XII

THE CITY OF Quinlan IS A POLITICAL SUBDIVISION OF THE STATE OF TEXAS. THE ADDRESS OF the City of Quinlan IS:

City Of Quinlan  
P.O. Box 2740  
Quinlan, TX 75474  
Phone (903) 356-3306

XIII

HUNT COUNTY IS A POLITICAL SUBDIVISION OF THE STATE OF TEXAS. THE ADDRESS OF HUNT COUNTY IS:

HUNT COUNTY SHERIFF'S OFFICE  
2801 STUART STREET  
GREENVILLE, TX 75401  
PHONE (903) 453-6815  
ATTN: SHERIFF RANDY MEEKS

FOR THE SERVICES HEREIN ABOVE STATED, THE CITY AGREES TO PAY TO HUNT COUNTY, FOR THE FULL PERFORMANCES OF THIS AGREEMENT, IN ACCORDANCE WITH THE FEE SCHEDULE CONTAINED ON EXHIBIT A ATTACHED HERE TO AND INCORPORATED HEREIN FOR ALL PURPOSES. NOT WITHSTANDING ANY PROVISIONS OF THE COUNTY JAIL ADMISSIONS POLICY, A CITY PRISONER SHALL BE CLASSIFIED AS A CITY PRISONER ONLY IF HE/SHE IS CONFINED SOLELY ON A CLASS "C" MISDEMEANOR CHARGE WHICH OCCURS IN THE CITY, FOR WHICH JURISDICTION LIES IN THE Quinlan MUNICIPAL COURT AND IS PUNISHABLE BY A FINE ONLY AND NO IMPRISONMENT.

FOR CLASS "C" CITY PRISONERS ONLY, AFTER A CITY PRISONER HAS BEEN ADMITTED TO OR INCARCERATED INTO THE DETENTION FACILITY, THE CITY SHALL BE RESPONSIBLE FOR ANY MEDICAL OR RELATED COST ATTRIBUTABLE TO SAID PRISONER.

THE CITY WILL BE RESPONSIBLE FOR A MUNICIPAL JUDGE ARRAIGNING THEIR PRISONERS HELD IN THE HUNT COUNTY DETENTION CENTER. IF THE CITY CAN MAKE OTHER MAGISTRATE ARRANGEMENTS THROUGH THE JUSTICE OF THE PEACE (JP), IT SHALL BE THE CITY'S RESPONSIBILTY TO CONTACT THE AFFECTED JP AND COORDINATE TIMES AND DATES.

XIV

THE CITY AGREES TO REIMBURSE HUNT COUNTY ON A MONTHLY BASIS AND UPON THE SUBMISSION OF A DOCUMENTED INVOICE BY HUNT COUNTY TO THE CITY FOR THE COST OF ITEMS AND EXPENSES SPECIFIED IN AND IN ACCORDANCE WITH THIS AGREEMENT DURING THE TERM OF THIS AGREEMENT. THE FEE STRUCTURE AS SET IN AND OUT IN EXHIBIT A MAY BE RENEGOTIATED ON AN ANNUAL BASIS UPON THE COUNTY GIVING THE CITY SIXTY (60) DAYS WRITTEN NOTICE OF ITS INTENT TO RENEGOTIATE PROVIDED THAT ANY FEES CHARGED UNDER THIS AGREEMENT SHALL NOT EXCEED ANY OTHER ENTITY OR POLITICAL SUBDIVISIONS OUTSIDE THE COUNTY. THIS AGREEMENT SUPERCEDES ALL OTHER AGREEMENTS.

XV

IN THE EVENT THAT THIS AGREEMENT IS TERMINATED IN ACCORDANCE WITH SECTION II, HUNT COUNTY SHALL BE COMPENSATED FOR ALL SERVICES PERFORMED TO TERMINATION DATE, TOGETHER WITH REIMBURSABLE EXPENSES THEN DUE AND AS AUTHORIZED BY THIS AGREEMENT.

XVI

THIS AGREEMENT REPRESENTS THE ENTIRE AGREEMENT BETWEEN THE CITY AND HUNT COUNTY AND SUPERCEDES ALL PRIOR NEGOTIATIONS, REPRESENTATIONS AND/OR AGREEMENTS, EITHER WRITTEN OR ORAL. THIS AGREEMENT MAY BE AMENDED ONLY BY WRITTEN INSTRUMENT SIGNED BY BOTH THE CITY AND HUNT COUNTY.

XVII

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 PERFORMED AND ALL COMPENSATION PAYABLE IN HUNT COUNTY, TEXAS.

XVIII

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.

THE UNDERSIGNED OFFICER AND/OR AGENTS OF THE PARTIES HERETO ARE THE PROPERLY AUTHORIZED OFFICIALS AND HAVE 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 AT GREENVILLE, HUNT COUNTY, TEXAS, ON THE DAY AND YEAR FIRST HEREIN ABOVE WRITTEN.

CITY OF Quinlan  
Hunt COUNTY, TEXAS  
BY: [Signature]  
HONORABLE MAYOR

ACTING ON BEHALF OF, AND BY THE  
AUTHORITY OF THE CITY OF Quinlan,  
Hunt COUNTY, TEXAS

MY COMMISSION EXPIRES: 3/18/13

Rebecca G. LaRue

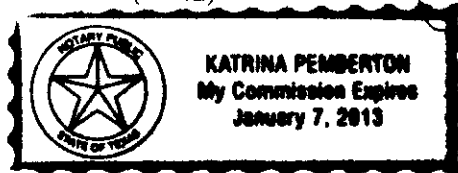


HUNT COUNTY, TEXAS  
HUNT COUNTY COURTHOUSE  
GREENVILLE, TEXAS 75401

BY: [Signature]  
COUNTY JUDGE  
ACTING ON BEHALF OF, AND BY THE  
AUTHORITY OF THE COMMISSIONERS  
COURT OF HUNT COUNTY, TEXAS

MY COMMISSION EXPIRES: 1/7/13

Katrina Pemberton  
(SEAL)





## EXHIBIT "A"

THE FEE FOR INCARCERATION OF PRISONERS, AS THEY ARE DEFINED IN SECTION XIV OF THIS AGREEMENT, IN THE HUNT COUNTY JUSTICE CENTER, SHALL BE \$45.00 PER DAY AND \$45.00 BOOKING FEE. THE PER DIEM COST OF \$45.00 WOULD BECOME EFFECTIVE AFTER 12 HOURS OF INCARCERATION. THE RATE COVERS ONE PERSON PER DAY. THE CITY MAY NOT BE BILLED FOR TWO DAYS WHEN A PRISONER IS ADMITTED ON EVENING AND RELEASED THE FOLLOWING MORNING. THE COUNTY MAY BILL FOR THE ARRIVAL, BUT NOT FOR THE DAY OF DEPARTURE.

TRANSPORT OF CITY PRISONERS BY HUNT COUNTY SHALL BE \$ .55 PER LOADED MILE, EXCLUSIVE OF LOCAL HOSPITALIZATION. MEDICAL TRANSPORT SHALL BE AT A RATE OF \$24.00 PER HOUR, PER OFFICER WHEN THE PRISONER IS HOSPITALIZED.

600 B

THE STATE OF TEXAS

COUNTY OF HUNT

FILED FOR RECORD  
at 1:00 o'clock P M

MAR 08 2011

#11,429

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, Tex  
By *J. Lindenzweig*

INTERAGENCY OPERATION AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THE \_\_\_\_ DAY OF \_\_\_\_\_,  
BY AND BETWEEN THE CITY OF Lone Oak, TEXAS, HEREINAFTER REFERRED TO AS  
THE "CITY", AND HUNT COUNTY, ALSO A POLITICAL SUBDIVISION OF THE STATE OF TEXAS.  
WHEREAS, THE CITY IS A DULY ORGANIZED POLITICAL SUBDIVISION OF THE STATE OF TEXAS  
ENGAGED IN THE ADMINISTRATION OF CITY GOVERNMENT AND RELATED SERVICES FOR THE  
BENEFIT OF THE CITIZENS OF THE CITY OF Lone Oak; AND

WHEREAS, HUNT 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 THE COUNTY OF HUNT; AND

WHEREAS, THE CITY, AND HUNT COUNTY DESIRE TO IMPROVE THE EFFICIENCY AND  
EFFECTIVENESS OF LOCAL GOVERNMENTS BY AUTHORIZING THE FULLEST POSSIBLE RANGE OF  
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 CITY AND HUNT COUNTY MUTUALLY DESIRE TO BE SUBJECT TO THE  
PROVISIONS OF CHAPTER 791 OF THE TEXAS GOVERNMENT CODE. (VERNON SUPP. 1985) THE  
INTERLOCAL COOPERATION ACT.

NOW, THEREFORE, THE CITY AND HUNT COUNTY, FOR THE MUTUAL CONSIDERATION  
HEREINAFTER STATED, AGREE AND UNDERSTAND AS FOLLOWS:

I

THE EFFECTIVE DATE OF THE AGREEMENT SHALL BE THE \_\_\_\_ DAY OF \_\_\_\_\_.

II

THIS AGREEMENT SHALL BE FOR A PERIOD OF ONE (1) YEAR FROM THE DATE HEREOF, EXCEPT THAT IT SHALL BE AUTOMATICALLY RENEWED FOR ADDITIONAL ONE (1) YEAR PERIODS, UNLESS EITHER PARTY GIVES THE OTHER PARTY AT LEAST NINETY (90) DAYS NOTICE IN WRITING OF THE PARTY'S INTENT NOT TO RENEW.

III

FOR THE PURPOSES AND CONSIDERATION HEREIN STATED AND CONTEMPLATED, THE COUNTY OF HUNT SHALL PROVIDE THE FOLLOWING NECESSARY AND APPROPRIATE SERVICES FOR THE RESIDENTS OF THE CITY TO THE MAXIMUM EXTENT AUTHORIZED BY THIS AGREEMENT, WITHOUT REGARD TO RACE, RELIGION, COLOR, AGE AND NATIONAL ORIGIN; TO-WRIT:

A. PROVIDE THE CITY OF Lone Oak AND THE Lone Oak POLICE DEPARTMENT ACCESS TO AND USE OF THE HUNT COUNTY JAIL FACILITIES FOR THE HOLDING AND THE INCARCERATION OF CITY PRISONERS INCLUDING BUT NOT NECESSARILY LIMITED TO, ADEQUATE PERSONEL NECESSARY TO SUPERVISE CITY PRISONERS, CLOTHING, FOOD, MEDICAL ATTENTION, AND OTHER APPROPRIATE NECESSITIES WITH RESPECT TO CITY PRISONERS, HUNT COUNTY'S FACILITIES SHALL BE AVAILABLE IN CONSIDERATION OF THE REQUIREMENTS OF THE TEXAS JAIL STANDARDS COMMISSION.

B. IN THE EVENT THAT THE (HUNT COUNTY DETENTION CENTER) SHALL BE AT MAXIMUM CAPACITY AS A RESULT OF HUNT COUNTY INMATES, HUNT COUNTY RESERVES THE RIGHT TO REQUIRE THE REMOVAL OF TRANSFER OF CITY PRISONERS WITHIN 8 HOURS AFTER NOTICE TO CITY, IN ORDER TO PROVIDE FACILITIES FOR HUNT COUNTY PRISONERS, AND HUNT COUNTY AGREES TO NOTIFY CITY AS SOON AS IS POSSIBLE WHEN A CITY PRISONER MUST BE REMOVED FROM HUNT COUNTY FACILITIES BECAUSE OF CAPACITY LIMITS.

C. IN NO EVENT SHALL HUNT COUNTY BE REQUIRED TO ACCEPT CITY PRISONERS UNDER THE TERMS AND CONDITIONS OF THE AGREEMENT IF SUCH ACCEPTANCE OF PRISONERS WILL CAUSE HUNT COUNTY JAIL FACILITIES TO BE IN VIOLATION OF THE STANDARDS OF THE TEXAS JAIL STANDARDS COMMISSION. IF SPACE IS AVAILABLE, COUNTY SHALL ACCEPT ALL CITY PRISONERS UNDER THE TERMS OF THIS AGREEMENT EXCEPT FOR GOOD CAUSE BEING SHOWN, WHICH INCLUDES BUT IS NOT NECESSARILY LIMITED TO ILLNESS OR BODILY INJURY.

IV

THE CITY SHALL DESIGNATE THE CHIEF OF POLICE TO ACT ON BEHALF OF THE Police Department AND TO SERVE AS "LIAISON OFFICER" FOR THE CITY WITH AND BETWEEN THE CITY AND HUNT COUNTY. THE POLICE CHIEF, OR HIS DESIGNATED SUBSTITUTE SHALL INSURE THE PERFORMANCE OF ALL DUTIES AND OBLIGATIONS OF THE CITY HEREIN STATED; AND SHALL DEVOTE SUFFICIENT TIME AND ATTENTION TO THE EXECUTION OF SAID DUTIES ON BEHALF OF

THE CITY IN FULL COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT AND SHALL PROVIDE IMMEDIATE AND DIRECT SUPERVISION OF THE MUNICIPAL POLICE

DEPARTMENT EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, AND/OR LABORERS, IF ANY, IN THE FURTHERANCE OF PURPOSES, TERMS, AND CONDITIONS OF THIS AGREEMENT FOR THE MUTUAL BENEFIT OF THE CITY OF Lone Oak AND HUNT COUNTY.

V

HUNT COUNTY DESIGNATES THE HUNT COUNTY SHERIFF TO ACT ON BEHALF OF THE HUNT COUNTY SHERIFF'S DEPARTMENT AND TO SERVE AS "LIAISON OFFICER" FOR HUNT COUNTY WITH AND BETWEEN HUNT COUNTY AND THE CITY, AND THE MUNICIPAL POLICE DEPARTMENT TO ENSURE THE PERFORMANCE OF ALL DUTIES AND DELEGATIONS OF HUNT COUNTY HEREIN STATED; AND SHALL DEVOTE SUFFICIENT TIME TO AND ATTENTION TO EXECUTION OF SAID DUTIES ON BEHALF OF HUNT COUNTY IN FULL COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT AND SHALL PROVIDE IMMEDIATE AND DIRECT SUPERVISION OF THE HUNT COUNTY SHERIFF'S DEPARTMENT EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, AND/OR LABORERS, IF ANY, IN THE FURTHERANCE OF THE PURPOSES, TERMS AND CONDITIONS OF THIS AGREEMENT FOR THE MUTUAL BENEFIT OF HUNT COUNTY AND THE CITY

VI

PRIOR TO THE TRANSFER OF PRISONERS, INCLUDING CITY PRISONERS, TO HUNT COUNTY, THE CITY AGREES TO INDEMNIFY AND HOLD HARMLESS HUNT COUNTY, ITS' AGENTS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES ARISING OUT OF PERFORMANCE OF THE SERVICES AND DUTIES HEREIN STATED ONLY IN EXCLUDING THE INCARCERATION OF CITY PRISONERS BY HUNT COUNTY WHICH ARE (1) FOR BODILY INJURY, ILLNESS, OR DEATH, OR FOR PROPERTY DAMAGE, INCLUDING LOSS OF USE, AND (2) CAUSED IN WHOLE OR PART BY THE NEGLIGENT ACT AND/OR OMISSION, OR THAT OF A SUB-CONTRACTOR OF THE CITY OF THAT OF ANYONE EMPLOYED BY OR CONTRACTED WITH THE CITY FOR WHOSE ACTS THE CITY IS LIABLE.

VII

1. HUNT COUNTY SHALL BE SOLELY RESPONSIBLE FOR ALL TECHNIQUES, SEQUENCES, PROCEDURES AND MEANS, AND FOR THE COORDINATION OF ALL WORK PERFORMED UNDER THE TERMS AND CONDITIONS OF THIS AGREEMENT IN REGARD TO THE HOLDING AND

INCARCERATION OF CITY PRISONERS. HUNT COUNTY 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 HUNT COUNTY STATED IN THE AGREEMENT, AND GIVE ALL ATTENTION NECESSARY FOR SUCH PROPER SUPERVISION AND DIRECTION.

2. AT THE REQUEST OF THE CITY, HUNT COUNTY SHALL PHOTOGRAPH AND TAKE FINGERPRINTS OF ANY PRISONER INCARCERATED PURSUANT TO THIS AGREEMENT.

VIII

THE CITY AGREES TO AND ACCEPTS THE DUTY AND RESPONSIBILITY FOR OVERSEEING ALL SAFETY ORDERS, PRECAUTIONS, PROGRAMS, AND EQUIPMENT NECESSARY TO THE REASONABLE SAFETY OF CITY'S EMPLOYEES, AND AGENTS, CITY SUB-CONTRACTORS, AND/OR CONTRACT LABORERS, AND ALL OTHER PERSONS DOING WORK UNDER A CONTRACT OR AGREEMENT WITH SAID CITY.

IX

HUNT COUNTY AGREES TO AND ACCEPTS THE DUTY AND RESPONSIBILITY FOR OVERSEEING ALL SAFETY ORDERS, PRECAUTIONS, PROGRAMS, AND EQUIPMENT NECESSARY TO THE REASONABLE SAFETY OF HUNT COUNTY SUB-CONTRACTORS, AND/OR CONTRACT LABORERS, AND ALL OTHER PERSONS DOING WORK UNDER A CONTRACT OR AGREEMENT WITH SAID HUNT COUNTY.

X

HUNT COUNTY UNDERSTANDS AND AGREES THAT HUNT COUNTY, ITS EMPLOYEES, SERVANTS, AGENTS, AND REPRESENTATIVES SHALL AT NO TIME REPRESENT THEMSELVES TO BE EMPLOYEES, SERVANTS, AGENTS, AND/OR REPRESENTATIVES OF THE CITY OF

Love Clark

XI

HUNT COUNTY UNDERSTANDS AND AGREES THAT THE CITY, ITS' EMPLOYEES, SERVANTS, AGENTS, AND REPRESENTATIVES SHALL AT NO TIME REPRESENT THEMSELVES TO BE EMPLOYEES, SERVANTS AGENTS, AND/ OR REPRESENTATIVES OF HUNT COUNTY.

XII

THE CITY OF Lone Oak IS A POLITICAL SUBDIVISION OF THE STATE OF TEXAS. THE ADDRESS OF Hunt COUNTY IS:

\_\_\_\_\_, TX \_\_\_\_\_

XIII

HUNT COUNTY IS A POLITICAL SUBDIVISION OF THE STATE OF TEXAS. THE ADDRESS OF HUNT COUNTY IS:

HUNT COUNTY SHERIFF'S OFFICE  
2801 STUART STREET  
GREENVILLE, TX 75401  
PHONE (903) 453-6815  
ATTN: SHERIFF RANDY MEEKS

FOR THE SERVICES HEREIN ABOVE STATED, THE CITY AGREES TO PAY TO HUNT COUNTY, FOR THE FULL PERFORMANCES OF THIS AGREEMENT, IN ACCORDANCE WITH THE FEE SCHEDULE CONTAINED ON EXHIBIT A ATTACHED HERE TO AND INCORPORATED HEREIN FOR ALL PURPOSES. NOT WITHSTANDING ANY PROVISIONS OF THE COUNTY JAIL ADMISSIONS POLICY, A CITY PRISONER SHALL BE CLASSIFIED AS A CITY PRISONER ONLY IF HE/SHE IS CONFINED SOLELY ON A CLASS "C" MISDEMEANOR CHARGE WHICH OCCURS IN THE CITY, FOR WHICH JURISDICTION LIES IN THE Lone Oak MUNICIPAL COURT AND IS PUNISHABLE BY A FINE ONLY AND NO IMPRISONMENT .

FOR CLASS "C" CITY PRISONERS ONLY, AFTER A CITY PRISONER HAS BEEN ADMITTED TO OR INCARCERATED INTO THE DETENTION FACILITY, THE CITY SHALL BE RESPONSIBLE FOR ANY MEDICAL OR RELATED COST ATTRIBUTABLE TO SAID PRISONER.

THE CITY WILL BE RESPONSIBLE FOR A MUNICIPAL JUDGE ARRAIGNING THEIR PRISONERS HELD IN THE HUNT COUNTY DETENTION CENTER. IF THE CITY CAN MAKE OTHER MAGISTRATE ARRANGEMENTS THROUGH THE JUSTICE OF THE PEACE (JP), IT SHALL BE THE CITY'S RESPONSIBILITY TO CONTACT THE AFFECTED JP AND COORDINATE TIMES AND DATES.

XIV

THE CITY AGREES TO REIMBURSE HUNT COUNTY ON A MONTHLY BASIS AND UPON THE SUBMISSION OF A DOCUMENTED INVOICE BY HUNT COUNTY TO THE CITY FOR THE COST OF ITEMS AND EXPENSES SPECIFIED IN AND IN ACCORDANCE WITH THIS AGREEMENT DURING THE TERM OF THIS AGREEMENT. THE FEE STRUCTURE AS SET IN AND OUT IN EXHIBIT A MAY BE RENEGOTIATED ON AN ANNUAL BASIS UPON THE COUNTY GIVING THE CITY SIXTY (60) DAYS WRITTEN NOTICE OF ITS INTENT TO RENEGOTIATE PROVIDED THAT ANY FEES CHARGED UNDER THIS AGREEMENT SHALL NOT EXCEED ANY OTHER ENTITY OR POLITICAL SUBDIVISIONS OUTSIDE THE COUNTY. THIS AGREEMENT SUPERCEDES ALL OTHER AGREEMENTS.

XV

IN THE EVENT THAT THIS AGREEMENT IS TERMINATED IN ACCORDANCE WITH SECTION II, HUNT COUNTY SHALL BE COMPENSATED FOR ALL SERVICES PERFORMED TO TERMINATION DATE, TOGETHER WITH REIMBURSABLE EXPENSES THEN DUE AND AS AUTHORIZED BY THIS AGREEMENT.

XVI

THIS AGREEMENT REPRESENTS THE ENTIRE AGREEMENT BETWEEN THE CITY AND HUNT COUNTY AND SUPERCEDES ALL PRIOR NEGOTIATIONS, REPRESENTATIONS AND/OR AGREEMENTS, EITHER WRITTEN OR ORAL. THIS AGREEMENT MAY BE AMENDED ONLY BY WRITTEN INSTRUMENT SIGNED BY BOTH THE CITY AND HUNT COUNTY.

XVII

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 PERFORMED AND ALL COMPENSATION PAYABLE IN HUNT COUNTY, TEXAS.

XVIII

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.

## EXHIBIT "A"

THE FEE FOR INCARCERATION OF PRISONERS, AS THEY ARE DEFINED IN SECTION XIV OF THIS AGREEMENT, IN THE HUNT COUNTY JUSTICE CENTER, SHALL BE \$45.00 PER DAY AND \$45.00 BOOKING FEE. THE PER DIEM COST OF \$45.00 WOULD BECOME EFFECTIVE AFTER 12 HOURS OF INCARCERATION. THE RATE COVERS ONE PERSON PER DAY. THE CITY MAY NOT BE BILLED FOR TWO DAYS WHEN A PRISONER IS ADMITTED ON EVENING AND RELEASED THE FOLLOWING MORNING. THE COUNTY MAY BILL FOR THE ARRIVAL, BUT NOT FOR THE DAY OF DEPARTURE.

TRANSPORT OF CITY PRISONERS BY HUNT COUNTY SHALL BE \$ .55 PER LOADED MILE, EXCLUSIVE OF LOCAL HOSPITALIZATION. MEDICAL TRANSPORT SHALL BE AT A RATE OF \$24.00 PER HOUR, PER OFFICER WHEN THE PRISONER IS HOSPITALIZED.



THE UNDERSIGNED OFFICER AND/OR AGENTS OF THE PARTIES HERETO ARE THE PROPERLY AUTHORIZED OFFICIALS AND HAVE 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 AT GREENVILLE, HUNT COUNTY, TEXAS, ON THE DAY AND YEAR FIRST HEREIN ABOVE WRITTEN.

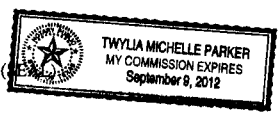
CITY OF Lone Oak  
Hunt COUNTY, TEXAS  
BY: Twyla Michelle Parker  
HONORABLE MAYOR

ACTING ON BEHALF OF, AND BY THE  
AUTHORITY OF THE CITY OF Lone Oak,  
Hunt COUNTY, TEXAS

February 18, 2010  
Twyla Michelle Parker

MY COMMISSION EXPIRES:

September 9, 2012



HUNT COUNTY, TEXAS  
HUNT COUNTY COURT HOUSE  
GREENVILLE, TEXAS 75401

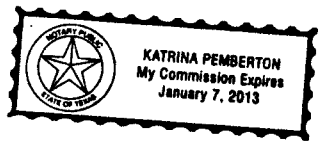
BY: [Signature]  
COUNTY JUDGE  
ACTING ON BEHALF OF, AND BY THE  
AUTHORITY OF THE COMMISSIONERS  
COURT OF HUNT COUNTY, TEXAS

Katrina Pemberton

MY COMMISSION EXPIRES:

January 7, 2013

(SEAL)



600J

THE STATE OF TEXAS

COUNTY OF HUNT

# 11,429

FILED FOR RECORD  
at 1:00 o'clock P M  
MAR 08 2011

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By: *J. Lindenzweig*

INTERAGENCY OPERATION AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THE 15 DAY OF Feb., 2010 BY AND BETWEEN THE CITY OF Celeste, TEXAS, HEREINAFTER REFERRED TO AS THE "CITY", AND HUNT COUNTY, ALSO A POLITICAL SUBDIVISION OF THE STATE OF TEXAS. WHEREAS, THE CITY IS A DULY ORGANIZED POLITICAL SUBDIVISION OF THE STATE OF TEXAS ENGAGED IN THE ADMINISTRATION OF CITY GOVERNMENT AND RELATED SERVICES FOR THE BENEFIT OF THE CITIZENS OF THE CITY OF Celeste; AND

WHEREAS, HUNT 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 THE COUNTY OF HUNT; AND

WHEREAS, THE CITY, AND HUNT COUNTY DESIRE TO IMPROVE THE EFFICIENCY AND EFFECTIVENESS OF LOCAL GOVERNMENTS BY AUTHORIZING THE FULLEST POSSIBLE RANGE OF 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 CITY AND HUNT COUNTY MUTUALLY DESIRE TO BE SUBJECT TO THE PROVISIONS OF CHAPTER 791 OF THE TEXAS GOVERNMENT CODE. (VERNON SUPP. 1985) THE INTERLOCAL COOPERATION ACT.

NOW, THEREFORE, THE CITY AND HUNT COUNTY, FOR THE MUTUAL CONSIDERATION HEREINAFTER STATED, AGREE AND UNDERSTAND AS FOLLOWS:

I

THE EFFECTIVE DATE OF THE AGREEMENT SHALL BE THE 15 DAY OF Feb 2010

II

THIS AGREEMENT SHALL BE FOR A PERIOD OF ONE (1) YEAR FROM THE DATE HEREOF, EXCEPT THAT IT SHALL BE AUTOMATICALLY RENEWED FOR ADDITIONAL ONE (1) YEAR PERIODS, UNLESS EITHER PARTY GIVES THE OTHER PARTY AT LEAST NINETY (90) DAYS NOTICE IN WRITING OF THE PARTY'S INTENT NOT TO RENEW.

III

FOR THE PURPOSES AND CONSIDERATION HEREIN STATED AND CONTEMPLATED, THE COUNTY OF HUNT SHALL PROVIDE THE FOLLOWING NECESSARY AND APPROPRIATE SERVICES FOR THE RESIDENTS OF THE CITY TO THE MAXIMUM EXTENT AUTHORIZED BY THIS AGREEMENT, WITHOUT REGARD TO RACE, RELIGION, COLOR, AGE AND NATIONAL ORIGIN; TO-WRIT:

A. PROVIDE THE CITY OF Celeste AND THE Celeste POLICE DEPARTMENT ACCESS TO AND USE OF THE HUNT COUNTY JAIL FACILITIES FOR THE HOLDING AND THE INCARCERATION OF CITY PRISONERS INCLUDING BUT NOT NECESSARILY LIMITED TO, ADEQUATE PERSONEL NECESSARY TO SUPERVISE CITY PRISONERS, CLOTHING, FOOD, MEDICAL ATTENTION, AND OTHER APPROPRIATE NECESSITIES WITH RESPECT TO CITY PRISONERS, HUNT COUNTY'S FACILITIES SHALL BE AVAILABLE IN CONSIDERATION OF THE REQUIREMENTS OF THE TEXAS JAIL STANDARDS COMMISSION.

B. IN THE EVENT THAT THE (HUNT COUNTY DETENTION CENTER) SHALL BE AT MAXIMUM CAPACITY AS A RESULT OF HUNT COUNTY INMATES, HUNT COUNTY RESERVES THE RIGHT TO REQUIRE THE REMOVAL OF TRANSFER OF CITY PRISONERS WITHIN 8 HOURS AFTER NOTICE TO CITY, IN ORDER TO PROVIDE FACILITIES FOR HUNT COUNTY PRISONERS, AND HUNT COUNTY AGREES TO NOTIFY CITY AS SOON AS IS POSSIBLE WHEN A CITY PRISONER MUST BE REMOVED FROM HUNT COUNTY FACILITIES BECAUSE OF CAPACITY LIMITS.

C. IN NO EVENT SHALL HUNT COUNTY BE REQUIRED TO ACCEPT CITY PRISONERS UNDER THE TERMS AND CONDITIONS OF THE AGREEMENT IF SUCH ACCEPTANCE OF PRISONERS WILL CAUSE HUNT COUNTY JAIL FACILITIES TO BE IN VIOLATION OF THE STANDARDS OF THE TEXAS JAIL STANDARDS COMMISSION. IF SPACE IS AVAILABLE, COUNTY SHALL ACCEPT ALL CITY PRISONERS UNDER THE TERMS OF THIS AGREEMENT EXCEPT FOR GOOD CAUSE BEING SHOWN, WHICH INCLUDES BUT IS NOT NECESSARILY LIMITED TO ILLNESS OR BODILY INJURY.

IV

THE CITY SHALL DESIGNATE THE CHIEF OF POLICE TO ACT ON BEHALF OF THE \_\_\_\_\_ AND TO SERVE AS "LIAISON OFFICER" FOR THE CITY WITH AND BETWEEN THE CITY AND HUNT COUNTY. THE POLICE CHIEF, OR HIS DESIGNATED SUBSTITUTE SHALL INSURE THE PERFORMANCE OF ALL DUTIES AND OBLIGATIONS OF THE CITY HEREIN STATED; AND SHALL DEVOTE SUFFICIENT TIME AND ATTENTION TO THE EXECUTION OF SAID DUTIES ON BEHALF OF

THE CITY IN FULL COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT AND SHALL PROVIDE IMMEDIATE AND DIRECT SUPERVISION OF THE MUNICIPAL POLICE

DEPARTMENTEMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, AND/OR LABORERS, IF ANY, IN THE FURTHERANCE OF PURPOSES, TERMS, AND CONDITIONS OF THIS AGREEMENT FOR THE MUTUAL BENEFIT OF THE CITY OF Celina AND HUNT COUNTY.

V

HUNT COUNTY DESIGNATES THE HUNT COUNTY SHERIFF TO ACT ON BEHALF OF THE HUNT COUNTY SHERIFF'S DEPARTMENT AND TO SERVE AS "LIAISON OFFICER" FOR HUNT COUNTY WITH AND BETWEEN HUNT COUNTY AND THE CITY, AND THE MUNICIPAL POLICE DEPARTMENT TO ENSURE THE PERFORMANCE OF ALL DUTIES AND DELEGATIONS OF HUNT COUNTY HEREIN STATED; AND SHALL DEVOTE SUFFICIENT TIME TO AND ATTENTION TO EXECUTION OF SAID DUTIES ON BEHALF OF HUNT COUNTY IN FULL COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT AND SHALL PROVIDE IMMEDIATE AND DIRECT SUPERVISION OF THE HUNT COUNTY SHERIFF'S DEPARTMENT EMPLOYEES,AGENTS,CONTRACTORS,SUBCONTRACTORS, AND/OR LABORERS, IF ANY, IN THE FURTHERANCE OF THE PURPOSES, TERMS AND CONDITIONS OF THIS AGREEMENT FOR THE MUTUAL BENEFIT OF HUNT COUNTY AND THE CITY

VI

PRIOR TO THE TRANSFER OF PRISONERS, INCLUDING CITY PRISONERS, TO HUNT COUNTY, THE CITY AGREES TO INDEMNIFY AND HOLD HARMLESS HUNT COUNTY, ITS' AGENTS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES ARISING OUT OF PERFORMANCE OF THE SERVICES AND DUTIES HEREIN STATED ONLY IN EXCLUDING THE INCARCERATION OF CITY PRISONERS BY HUNT COUNTY WHICH ARE (1) FOR BODILY INJURY, ILLNESS, OR DEATH, OR FOR PROPERTY DAMAGE, INCLUDING LOSS OF USE, AND (2) CAUSED IN WHOLE OR PART BY THE NEGLIGENT ACT AND/OR OMISSION, OR THAT OF A SUB-CONTRACTOR OF THE CITY OF THAT OF ANYONE EMPLOYED BY OR CONTRACTED WITH THE CITY FOR WHOSE ACTS THE CITY IS LIABLE.

VII

1. HUNT COUNTY SHALL BE SOLELY RESPONSIBLE FOR ALL TECHNIQUES, SEQUENCES, PROCEDURES AND MEANS, AND FOR THE COORDINATION OF ALL WORK PERFORMED UNDER THE TERMS AND CONDITIONS OF THIS AGREEMENT IN REGARD TO THE HOLDING AND

INCARCERATION OF CITY PRISONERS. HUNT COUNTY 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 HUNT COUNTY STATED IN THE AGREEMENT, AND GIVE ALL ATTENTION NECESSARY FOR SUCH PROPER SUPERVISION AND DIRECTION.

2. AT THE REQUEST OF THE CITY, HUNT COUNTY SHALL PHOTOGRAPH AND TAKE FINGERPRINTS OF ANY PRISONER INCARCERATED PURSUANT TO THIS AGREEMENT.

VIII

THE CITY AGREES TO AND ACCEPTS THE DUTY AND RESPONSIBILITY FOR OVERSEEING ALL SAFETY ORDERS, PRECAUTIONS, PROGRAMS, AND EQUIPMENT NECESSARY TO THE REASONABLE SAFETY OF CITY'S EMPLOYEES, AND AGENTS, CITY SUB-CONTRACTORS, AND/OR CONTRACT LABORERS, AND ALL OTHER PERSONS DOING WORK UNDER A CONTRACT OR AGREEMENT WITH SAID CITY.

IX

HUNT COUNTY AGREES TO AND ACCEPTS THE DUTY AND RESPONSIBILITY FOR OVERSEEING ALL SAFETY ORDERS, PRECAUTIONS, PROGRAMS, AND EQUIPMENT NECESSARY TO THE REASONABLE SAFETY OF HUNT COUNTY SUB-CONTRACTORS, AND/OR CONTRACT LABORERS, AND ALL OTHER PERSONS DOING WORK UNDER A CONTRACT OR AGREEMENT WITH SAID HUNT COUNTY.

X

HUNT COUNTY UNDERSTANDS AND AGREES THAT HUNT COUNTY, ITS EMPLOYEES, SERVANTS, AGENTS, AND REPRESENTATIVES SHALL AT NO TIME REPRESENT THEMSELVES TO BE EMPLOYEES, SERVANTS, AGENTS, AND/OR REPRESENTATIVES OF THE CITY OF Celeste.

XI

HUNT COUNTY UNDERSTANDS AND AGREES THAT THE CITY, ITS' EMPLOYEES, SERVANTS, AGENTS, AND REPRESENTATIVES SHALL AT NO TIME REPRESENT THEMSELVES TO BE EMPLOYEES, SERVANTS AGENTS, AND/OR REPRESENTATIVES OF HUNT COUNTY.

XII

THE CITY OF Celeste IS A POLITICAL SUBDIVISION OF THE STATE OF TEXAS. THE ADDRESS OF Hunt COUNTY IS:

301 N. P.O. Box 399  
Celeste, TX 75823

XIII

HUNT COUNTY IS A POLITICAL SUBDIVISION OF THE STATE OF TEXAS. THE ADDRESS OF HUNT COUNTY IS:

HUNT COUNTY SHERIFF'S OFFICE  
2801 STUART STREET  
GREENVILLE, TX 75401  
PHONE (903) 453-6815  
ATTN: SHERIFF RANDY MEEKS

FOR THE SERVICES HEREIN ABOVE STATED, THE CITY AGREES TO PAY TO HUNT COUNTY, FOR THE FULL PERFORMANCES OF THIS AGREEMENT, IN ACCORDANCE WITH THE FEE SCHEDULE CONTAINED ON EXHIBIT A ATTACHED HERE TO AND INCORPORATED HEREIN FOR ALL PURPOSES. NOT WITHSTANDING ANY PROVISIONS OF THE COUNTY JAIL ADMISSIONS POLICY, A CITY PRISONER SHALL BE CLASSIFIED AS A CITY PRISONER ONLY IF HE/SHE IS CONFINED SOLELY ON A CLASS "C" MISDEMEANOR CHARGE WHICH OCCURS IN THE CITY, FOR WHICH JURISDICTION LIES IN THE Celeste MUNICIPAL COURT AND IS PUNISHABLE BY A FINE ONLY AND NO IMPRISONMENT .

FOR CLASS "C" CITY PRISONERS ONLY, AFTER A CITY PRISONER HAS BEEN ADMITTED TO OR INCARCERATED INTO THE DETENTION FACILITY, THE CITY SHALL BE RESPONSIBLE FOR ANY MEDICAL OR RELATED COST ATTRIBUTABLE TO SAID PRISONER.

THE CITY WILL BE RESPONSIBLE FOR A MUNICIPAL JUDGE ARRAIGNING THEIR PRISONERS HELD IN THE HUNT COUNTY DETENTION CENTER. IF THE CITY CAN MAKE OTHER MAGISTRATE ARRANGEMENTS THROUGH THE JUSTICE OF THE PEACE (JP), IT SHALL BE THE CITY'S RESPONSIBILITY TO CONTACT THE AFFECTED JP AND COORDINATE TIMES AND DATES.

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XVII

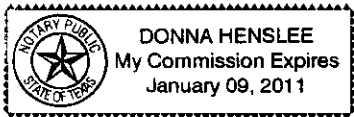
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EXECUTED IN MULTIPLE ORIGINALS AT GREENVILLE, HUNT COUNTY, TEXAS, ON THE DAY AND YEAR FIRST HEREIN ABOVE WRITTEN.



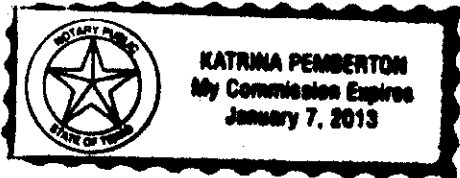
CITY OF Celeste  
Hunt COUNTY, TEXAS  
BY: [Signature]  
HONORABLE MAYOR

ACTING ON BEHALF OF, AND BY THE  
AUTHORITY OF THE CITY OF Celeste,  
Hunt COUNTY, TEXAS

MY COMMISSION EXPIRES:

01-09-2011

(SEAL)



HUNT COUNTY, TEXAS  
HUNT COUNTY COURTHOUSE  
GREENVILLE, TEXAS 75401

BY: [Signature]  
COUNTY JUDGE  
ACTING ON BEHALF OF, AND BY THE  
AUTHORITY OF THE COMMISSIONERS  
COURT OF HUNT COUNTY, TEXAS

MY COMMISSION EXPIRES:

1-7-13

(SEAL)



## EXHIBIT "A"

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