

CITY PRISONER AGREEMENT

**THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §**

This Agreement, made and entered into by and between HARRIS COUNTY ("County"), acting by and through its County Judge, pursuant to an order duly passed by the Commissioners Court of the County, and the CITY OF SHOREACRES ("City"), a municipal corporation, organized and existing by virtue of the Laws of the State of Texas, acting by and through its duly authorized Mayor.

I.

Subject to the provisions hereof, the Sheriff of Harris County ("Sheriff") agrees to house, support, maintain, and confine, except as provided below, in any of the following County Jails, located at 1301 Franklin, 301 San Jacinto, 701 N. San Jacinto, 1201 Commerce 1200 Baker and 1307 Baker, Houston, Texas, City prisoners, collectively referred to as the "County jail." "City prisoner," means any person who has been arrested by a City police officer, and either charged with, or convicted of, offenses within the jurisdiction of the Municipal Court or Courts of City and committed to jail by an Order of a magistrate. "City police officer," means a police officer of the City, a marshal of the City, a peace officer commissioned by the City, or any other person employed by the City who is, or purports to be, a peace officer under the laws of the State of Texas.

II.

It is expressly agreed and understood that, upon presentation to the Sheriff, or his deputy in charge of admissions, at the County Jail of a City prisoner by a City police officer with a pretrial arrest warrant or *capias* or post-conviction commitment or decree issued by a magistrate, the Sheriff or the Sheriff's deputy, accepts the City prisoner for confinement in the County Jail and assumes responsibility for the care, custody, and support of the City prisoner to the extent required in this Agreement for the period of time beginning when the City prisoner is accepted for confinement in the County by the Sheriff or deputy and ending when the City prisoner is released from confinement in the County Jail as provided in this Agreement. The County and City further agree that once accepted and committed to the County Jail, the County Sheriff releases 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. However, nothing contained in this Agreement authorizes the Sheriff to incarcerate or hold any person in custody contrary to the Constitution and laws of the State of Texas and the United States of America. Further, nothing compels the Sheriff, or deputy in charge of admissions, to accept or admit a City prisoner or prisoners when in the Sheriff's or deputy's opinion acceptance or admittance would lead to overcrowded conditions. The Sheriff's opinion as to what constitutes overcrowded conditions is final and binding on the parties to this Agreement.

III.

Records must be kept by the Sheriff showing the date and time when each City prisoner is accepted and confined in the County Jail by the Sheriff or his deputy, the date and time of his release, and any and all other information that the law requires the Sheriff to keep with regard to City prisoners.

IV.

Until a City prisoner is accepted and confined to the County Jail by the Sheriff or deputy, the City prisoner is the sole responsibility of City and the City police officers having custody of the prisoner, and the County and the Sheriff have no responsibility for City prisoner, including, but not limited to, any necessary medical treatment. Further, County and City expressly agree that the Sheriff or deputy in charge of admissions at the County Jail must determine, upon presentation of any City prisoner at the County Jail, whether or not at that time the City prisoner is accepted and confined to the County Jail or transported to a hospital. The Sheriff or deputy may refuse to accept an injured or ill City prisoner when, in the judgment of the Sheriff or the designated deputy, medical attention is necessary before confinement.

V.

If the Sheriff determines, for what ever reason, that a City prisoner that must be sent to a hospital or other medical facility that is not part of the County jail, he, or his designee will notify the City of his action. Accordingly, the City prisoner will no longer be considered as being in the custody of the Sheriff and the City agrees to immediately regain custody of the City prisoner and further agrees that the Sheriff is no longer responsible for the custody and control of the City prisoner. The County will not charge the City during the period that the City prisoner is not in the County jail. The City further agrees to immediately exercise its duty to take back custody and control of the City prisoner upon notification by the Sheriff, or his designee.

VI.

Should a City prisoner be presented to the County Jail without an arrest warrant, *capias*, or other order of detention issued by a magistrate in accordance with this Agreement, it is expressly agreed and understood that City must make arrangements for that City prisoner to be taken before a magistrate for a probable cause hearing and review of charges within twenty-four (24) hours after that City prisoner is confined in the County Jail. The City shall make arrangements to try or release City prisoners in accordance with the TEX. CRIM. PROC. CODE art. 17.151, or as hereafter amended.

VII.

The term of this Agreement is one (1) year, beginning January 1, 2005. In consideration of the County's performance of its obligations, City agrees to pay County **SIXTY-SIX AND NO/100 DOLLARS** (\$66.00) per City prisoner per day, or any portion of a day. "Day" means the twenty-four (24) hour period from midnight to the next following midnight. In calculating the number of days a certain City prisoner is confined in the County Jail, the day of arrival will be counted but not the day of departure. However, if a City prisoner is accepted in the County Jail and released the same day, the duration of this confinement is calculated and billed as one full day. Billing is on a monthly basis, and unless paid within thirty (30) days of the date of billing, all amounts due and payable by City to County under this Agreement bear interest at the rate of ten (10) percent per annum from the date due, until paid. Further, if City defaults, City is liable for expenses incurred by County as a result of the default, including, but not limited to, attorney's fees and costs. County has the right to suspend City's use of the County Jail until the delinquent account is current. The "date of billing" is the date the bill, addressed to the City, is deposited in the mail. The "date due" is the thirtieth (30th) day after the date of billing. Bills are sent by regular United States mail.

VIII.

Notwithstanding anything to the contrary, it is expressly agreed and understood that the County contemplates providing services with funds budgeted for the operation and maintenance of the County Jail. The County has no funds specifically budgeted or allocated for the performance of this agreement. The County contemplates entering or has entered into similar agreements with other towns and cities, and when and if the County expends all funds available for this purpose this Agreement terminates.

IX.

Either party may terminate this Agreement by giving at least thirty (30) days written notice to the other. Any notice permitted or required to be given to County may be given by registered or certified United States Mail, postage prepaid, return receipt requested, addressed to the following:

Harris County Commissioners Court
9th Floor, Harris County Administration Bldg.
1001 Preston Avenue
Houston, Texas 77002-1891
Attention: Clerk of Commissioners Court

Any notice permitted or required to be given to City may be given by registered or certified United States Mail, postage prepaid, return receipt requested, addressed to the following:

City of Shoreacres
601 Shoreacres Blvd.
Shoreacres, Texas 77571

Notices are considered given and completed on the day following deposit in the United States mail.

XI.

This Agreement is not effective until it is signed by both the County and the City, and approved by the Sheriff by signing below the word "APPROVED," which is below the signature lines for the City and County.

XII.

Except as provided in this Agreement, should the County Sheriff refuse to perform the terms of this Agreement, the Agreement terminates.

EXECUTED in duplicate originals, on this the _____ day of APR 12 2005, 2004.

APPROVED AS TO FORM:


MIKE STAFFORD

County Attorney



JAMES J. SAVAGE
Assistant County Attorney

HARRIS COUNTY



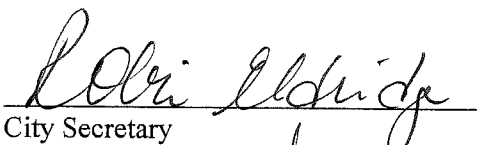
ROBERT ECKELS
County Judge

HARRIS COUNTY SHERIFF

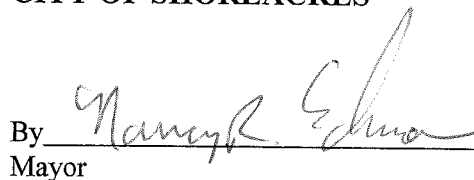


Sheriff
Harris County, Texas

CITY OF SHOREACRES

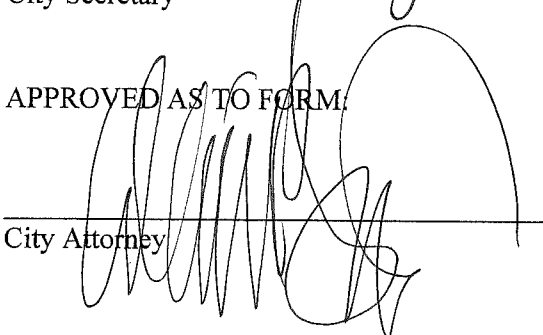


City Secretary



By _____
Mayor

APPROVED AS TO FORM:



City Attorney

THE STATE OF TEXAS §

COUNTY OF HARRIS §

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the _____ day of APR 12 2005, 2004, with the following members present, to-wit:

Robert Eckels
El Franco Lee
Sylvia Garcia
Steve Radack
Jerry Eversole

County Judge
Commissioner, Precinct No. 1
Commissioner, Precinct No. 2
Commissioner, Precinct No. 3
Commissioner, Precinct No. 4

and the following members absent, to-wit: None, constituting a quorum, when among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AGREEMENT
BETWEEN HARRIS COUNTY AND THE CITY OF SHOREACRES
FOR CITY PRISONER AGREEMENT**

Commissioner Eversole introduced an order and made a motion that the same be adopted. Commissioner Harris seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

AYES: _____
NAYS: _____
ABSTENTIONS: _____

Vote of the Court:	Yes	No	Abstain
Judge Eckels	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Eversole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and law-fully adopted. The order thus adopted follows:

RECITALS:

Harris County, hereinafter "County", and the City of Shoreacres, hereinafter "City" desire to enter into an agreement regarding the housing, support, maintenance, and confinement of City prisoners.

NOW, THEREFORE,

BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS THAT:

Section 1: The recitals set forth in this order are true and correct.

Section 2. That the County Judge be, and is, authorized to execute for and on behalf of Harris County a City prisoner agreement between Harris County and the City, which agreement is referred to and made a part of this Order for all purposes as though fully set out here word for word.

Presented to Commissioner's Court

APR 12 2005

APPROVE _____
Recorded Vol. _____ Page _____