

**Contractual Agreement
Concerning Detention Facilities and Dispatch Services**

This is an Agreement entered into by and between the LAKEVIEW POLICE DEPARTMENT existing in Harris County, Texas, (herein after called "LAKEVIEW") and the CITY OF WEBSTER, TEXAS, a Home Rule City existing in Harris County, Texas (herein after called "WEBSTER"), pursuant to the Interlocal Cooperation Act of Texas (Chapter 791, Texas Government Code),

WHEREAS, WEBSTER has facilities and personnel for the operation and maintenance of a jail for the incarceration of persons alleged to have committed criminal acts (herein after sometimes called "PRISONERS") and LAKEVIEW does not have adequate facilities and personnel, to do same; and

WHEREAS, WEBSTER has jail facilities nearby to LAKEVIEW and, WHEREAS WEBSTER is willing for LAKEVIEW to make use of it's jail facilities, and

WHEREAS, WEBSTER has facilities and personnel for police, fire, and EMS dispatch operations, and

NOW THEREFORE, for the consideration herein after stated LAKEVIEW and WEBSTER do hereby agree as follows

I.

The terms of this contract shall be for a period of twelve (12) months commencing OCTOBER 1, 2016 and continuing until SEPTEMBER 30, 2017. This Agreement will renew automatically for successive one (1) year periods unless either party provides written notice and request for termination to the other at least three (3) months prior to any anniversary date.

II.

WEBSTER will provide detention and dispatch facilities to LAKEVIEW on a Twenty-Four (24) hour per day basis.

No juvenile prisoners will be booked or housed within the facility.

III.

The Terms, Rights, Duties and Responsibilities of the respective Entities as to the operation and use of the Dispatch and Detention facilities are as follows.

1. WEBSTER shall only accept prisoners into its Detention facilities upon completion, by LAKEVIEW, of, all appropriate booking documents, as specified by WEBSTER for the Holdover Detention of a LAKEVIEW prisoner. It will be the responsibility of LAKEVIEW to provide magistrates services for their prisoners, as required by the Texas Code of Criminal Procedure.

2. After satisfactory completion of said booking documents by LAKEVIEW, a WEBSTER designee shall, if the prisoner is medically acceptable and if there is space available, sign the booking document and house said prisoner and assume responsibilities for their feeding and general well being of the prisoner from that time forward.
3. WEBSTER will not accept any prisoner for incarceration who shows evidence of having been recently injured or is in need of medical care or treatment, without that prisoner being first examined and determined to be physically and medically fit to be incarcerated by a Supervisor with the Webster Police Department. Upon the Supervisor's decision and recommendation, qualified medical personnel may be called to examine the prisoner. Qualified Medical Personnel shall be a person certified as an Emergency Medical Technician/Paramedic, by the Texas Department of Health and/or a Licensed Physician. The recommendations of the qualified medical personnel will be used by WEBSTER to evaluate the prisoner's need for a physician's statement before incarceration. WEBSTER shall have the final right of refusing acceptance to its facility if there is any question as to the physical condition of the prisoner.
4. In accordance with Webster Police Department's current Policies and Procedures, WEBSTER will provide personnel to monitor, when a LAKEVIEW prisoner is incarcerated in the WEBSTER jail, and shall only house said LAKEVIEW prisoners as long as procedurally allowed by law.
5. LAKEVIEW, its Officers and Employees, shall abide by the Rules and Regulations established by WEBSTER concerning the operation of its Jail and Dispatch facilities. LAKEVIEW shall be notified in writing, as to any changes to such Rules and Regulations. No changes in Rules and Regulations shall be implemented without the notification of LAKEVIEW prior to the effective date of such changes.
6. A. It is agreed that WEBSTER will properly care for the need of all prisoners housed for LAKEVIEW. WEBSTER agrees to adequately feed each prisoner, provide medical attention, if needed, and arrange the transfer of any prisoner in need of medical attention to a medical facility. The City of Webster shall not be responsible for medical costs for treatment of pre-existing medical conditions, nor shall the City of Webster assume any liability or responsibility for medical cost associated with injuries to any detainee incurred during or as result of their arrest by a LAKEVIEW police officer. LAKEVIEW POLICE DEPARTMENT shall be solely responsible for providing protective or guard measures for any prisoner taken to a medical facility.

B. It is Agreed between WEBSTER and LAKEVIEW that once a prisoner is accepted by WEBSTER, and under the care, custody and control of WEBSTER, LAKEVIEW is relieved of further legal responsibility for the well-being of said prisoner and WEBSTER agrees to bear all liability, and to the extent permitted by law, defend and hold the LAKEVIEW POLICE DEPARTMENT harmless from any and all claims, demands, or causes of action unless a condition is determined to have occurred or arisen from the period of time in which the prisoner was under the care, custody and control of the LAKEVIEW officer, or

the condition is determined to be a direct result of actions taken by the LAKEVIEW officer.

- C. In no event shall WEBSTER be held responsible or liable for the improper detention or arrest of persons by LAKEVIEW.

IV.

In addition to the above services, WEBSTER is to provide to LAKEVIEW dispatching services as agreed herein and stated as follows,

1. Police dispatching services on a twenty-four (24) hour per day basis for the period of the contract.
2. Residents of El Lago and Taylor Lake Village will call this same dispatch service when there is a need for police, fire or EMS service.

V.

In return for the services described here, the LAKEVIEW POLICE DEPARTMENT agrees to pay to the City of WEBSTER an amount as agreed upon. Payment for services rendered under the terms of this agreement shall be made quarterly to the City of Webster. The costs shall be calculated on a quarterly basis and included in the quarterly invoice. The City of WEBSTER shall provide, with the invoice, a listing of each detainee's name, date, and length of incarceration, and total number of incidents for that invoice or billing period. In calculating the daily fee for jail services, the day of arrival will be counted immediately upon the prisoner being booked into the Webster jail. Thereafter, each 24-hour period or portion thereof shall constitute a day. "Day" mean the twenty-four (24) period from midnight to the next following midnight. In calculating the fees for dispatching services, all calls resulting in a CAD incident, including dispatched, cancelled, and self-initiated incidents, will be included.

VI.

It is understood that WEBSTER will provide dispatch services utilizing equipment, comparable to surrounding communities, and personnel who are or will be Texas Department of Public Safety Licensed. Any non-licensed personnel will become a Texas DPS licensed telecommunication operator within the time-frame required by the Texas Commission on Law Enforcement (TCOLE).

VII.

1. This contract may be terminated by either party upon Ninety (90) days written notice. A party may terminate this agreement in lieu of arbitration. Upon termination, any prepaid but unused payment for services shall be refunded. There shall be no other refunds.
2. To the extent permitted by the laws and Constitution of the State of Texas, LAKEVIEW shall be obligated to make payments under this contract from funds budgeted and appropriated for that

purpose. Notwithstanding any provision in this contract to the contrary, should a future governing body of LAKEVIEW fail to appropriate funds to make payments during any fiscal year during the term of this contract this contract shall be deemed terminated at the end of the fiscal year preceding the fiscal year for which such appropriation is not made. Termination of this contract by LAKEVIEW in accordance with this sub-section shall not constitute an act of default by LAKEVIEW, and upon such termination LAKEVIEW shall have no further obligations hereunder.

3. In conformance with Texas Government Code Section 791 011(d) (3), each payment due from LAKEVIEW to WEBSTER for services provided for herein are payable from LAKEVIEW then current revenues.
4. The agreed on amount of fees are as follows:

Detention Services	\$60.00 per day per prisoner
Dispatch Services	\$12.00 per incident with a 2.5% annual cost increase

This contract is hereby signed and fully executed in multiple parts, on this ____day of _____, 2016.

CITY OF WEBSTER, TEXAS

LAKEVIEW POLICE DEPARTMENT

Donna Rogers, Mayor

ATTEST

ATTEST

Crystal Roan, City Secretary

CITY OF EL LAGO, TEXAS

CITY OF TAYLOR LAKE VILLAGE, TEXAS

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ATTEST
