

**STATE OF TEXAS** §  
**COUNTY OF PARKER** §

## **INTERLOCAL AGREEMENT FOR JAIL SERVICES**

This Interlocal Agreement (“Agreement”) is hereby entered into effective this 1st day of October, 2025 (“Effective Date”), by and between the City of Willow Park, Texas, a municipal corporation (“CITY”), and the County of Parker, acting through its County Judge and duly elected members of the Parker County Commissioner’s Court (“COUNTY”) and in concert with the approval of the Parker County Sheriff’s Office (“Sheriff’s Office”). For convenience, the CITY and the COUNTY may hereinafter be referred to collectively as “Parties” and individually as a “Party.”

### **WITNESSETH**

**WHEREAS**, the COUNTY owns and operates the Parker County Jail, under Chapter 351 of the Local Government Code and Part 9 of Title 37 of the Texas Administrative Code; and

**WHEREAS**, the COUNTY generally operates the County Jail for the confinement of persons accused or convicted of a violation of state law, but the Sheriff may also accept custody of persons accused of class C misdemeanors; and

**WHEREAS**, the CITY, desires to obtain certain jail services from the COUNTY to be performed for the CITY Police Department to ensure the confinement of persons accused or convicted of a class C misdemeanor or violation of a municipal ordinance; and

**WHEREAS**, this Agreement is made under the authority of Chapter 791 of the Texas Government Code, the parties agree as follows:

### **Section 1. Definitions**

1. Jail Services – means all services legally necessary to provide for the confinement in the County Jail of persons accused or convicted of an offense.
2. Housing – For the purposes of this agreement, a “day” is a calendar day as assessed from 12:00am to 11:59pm, regardless of the amount of time the prisoner is housed during that calendar day.
3. CITY Prisoner – means all persons who are in the custody of an officer of the CITY Police Department and who are charged with or convicted of an offense in the Municipal Court of the CITY.

## **Section 2. Term**

1. The term of this Agreement shall be from October 1, 2025 to September 30, 2026. Unless terminated earlier pursuant to the terms of this Agreement, this Agreement shall automatically renew for successive one (1) year periods.
2. This Agreement may be terminated by either Party if the other Party is in default of any term or provision of this Agreement, provided that the non-defaulting Party sends written notice of the default to the defaulting Party and provides a seven (7) day cure period. Such notice shall specify that if the default is not cured within such period, this Agreement shall automatically terminate upon the expiration of such period and without further notice to the defaulting Party. In the absence of a default, either Party may terminate this Agreement without cause by providing 30 days' written notice to the other Party.

## **Section 3. Jail Fees**

1. For each day a CITY prisoner is incarcerated in the COUNTY jail, the CITY shall reimburse the COUNTY at the current per diem rate as established by the Parker COUNTY Commissioner's Court on October 1 of each year, plus a five-dollar facility fee. This shall be considered the "daily rate".
2. The COUNTY will notify the CITY 90 days prior to an expected per diem rate increase.
3. The COUNTY will maintain an accurate record of the days each CITY prisoner is housed in the COUNTY jail and shall bill the CITY each month. The CITY shall pay such bills within 30 days of receipt.
4. In the event that a prisoner has additional charges out of any COUNTY, state, or federal court, the CITY shall not be required to pay the daily rate unless the additional charges are resolved and the prisoner remains in custody only on CITY charges. The CITY shall be charged a daily rate beginning the next calendar day after all other charges are resolved.

## **Section 4. Jail Services**

1. Detention Services: The COUNTY will accept and provide for the secure custody, care, and safekeeping of CITY prisoners in accordance with state and local laws, standards, policies, procedures, and court orders applicable to the operations of the Parker County Jail. The COUNTY shall be responsible for the classification of all prisoners within the Parker County Jail.
2. Management: The CITY agrees that the COUNTY shall have sole decision making authority in the management of the Parker County Jail and oversight of CITY prisoners.
3. Right of Refusal: The parties agree that the COUNTY, in consultation with the Parker County Sheriff or their designee, shall have the right to refuse to accept or to continue to accept and house a person if the Sheriff, or their designee, in their sole discretion, determines that the person should not be housed in the Parker County Jail.
4. Receipt of Prisoner:
  - a. The CITY agrees that CITY police officers will abide by all rules, laws, and restrictions governing the Parker County jail.
  - b. The CITY agrees that prior to presentation at the jail of a CITY prisoner, any medical concerns or issues will be addressed by proper medical staff at the hospital

or other medical services and will present to jail staff documentation of said services and medical release.

- c. The CITY agrees that CITY prisoners will be properly searched by CITY police officers and all contraband removed from the possession of the CITY prisoner prior to admittance into the jail facility.
  - d. The CITY agrees that jail staff will only accept a small amount of personal property of a CITY prisoner including a cell phone, wallet, watch, jewelry, purse, and the like. Any other personal property will be retained by the CITY police officer and safeguarded per the CITY's policies.
  - e. The CITY agrees that CITY police officers shall fill out and file any necessary paperwork or documents prior to leaving the jail facility and before jail staff accepts custody of the CITY prisoner.
  - f. The CITY agrees that jail staff has the right to refuse a CITY prisoner if, in their opinion, the jail staff believes that the CITY prisoner needs medical treatment / services or poses a safety threat to themselves or others.
  - g. The Sheriff of Parker County shall not be required by this contract to accept into the jail or retain in the jail any CITY prisoner when to do so would place the jail in violation of any state or federal law, standard, or regulation, including those concerning jail population.
5. Booking and Release:
- a. Once the CITY prisoner is accepted by jail staff, the COUNTY agrees to provide the following jail services:
    - i. Safe and suitable housing for CITY prisoners as outlined in Section 351 of the Texas Local Government Code;
    - ii. Limited on-site medical services as provided by certified or licensed medical staff;
    - iii. Food, clothing, and other essential items according to the Parker COUNTY jails' then-current policy;
    - iv. Process intake and release, including the acceptance of the appropriate fines and / or bonds, of the CITY prisoner for CITY charges.
  - b. The COUNTY agrees to hold the CITY prisoner in custody until the prisoner's release is authorized by:
    - i. A lawful order by a Court of competent jurisdiction; or
    - ii. Required in compliance with a Writ of Habeas Corpus; or
    - iii. Fines are paid or bond is furnished; or
    - iv. Authorized by the Chief of Police or his designee; or
    - v. Required for necessary medical treatment and / or hospitalization; or
    - vi. Otherwise as required by law or any lawful purpose.
  - c. The CITY shall be responsible for transporting CITY prisoners to and from the CITY municipal court.
6. Damage by CITY Prisoner:
- a. The COUNTY shall hold the CITY harmless for damage to property or persons caused by any CITY prisoner while in custody and incarcerated in the Parker COUNTY Jail.
  - b. The CITY shall hold the COUNTY harmless for damage to property or persons caused by any CITY prisoner while in the custody of a CITY police officer.

## **Section 5. Medical Services and Transport**

1. Should the need arise for an in-custody transport for emergency medical treatment or other emergency services of a CITY prisoner, the on-duty jail supervisor and on-duty police department supervisor will determine if releasing the prisoner is the best possible alternative.
2. If the police department does not agree that the prisoner should be released and an emergency transport occurs, the police department shall respond to the medical facility where the prisoner is transported and take custody of the prisoner. For non-emergency medical transports, the police department shall respond to the jail without delay and transport the prisoner to the respective medical facility.
3. In the event that an in-custody emergency transport is deemed necessary, the following shall apply:
  - a. Jail staff shall arrange for transport to the appropriate facility.
  - b. The jail will provide guard(s) as needed for the escort/transport to the facility for a maximum time of one hour beginning at the initial dispatch time.
  - c. The police department shall provide a relief officer within one hour of initial dispatched time or will arrange to release the inmate prior to that time.
  - d. The police department will make every effort to relieve jail staff in the timeliest manner, regardless of the one-hour maximum time allowed for response.
  - e. If the police department cannot take custody of the prisoner within the one-hour timeframe, the CITY will be billed at the current guard hire rate set by the Parker COUNTY Commissioner's Court for each 15 minutes that jail staff guard the prisoner past the initial hour allotted.
4. The Parker COUNTY jail nor the CITY police department may consent to medical treatment of a prisoner nor admit or sign a prisoner into a hospital or medical facility or otherwise assume financial responsibility.
5. The prisoner shall be responsible for their own medical bills and such medical, emergency and ambulance transport service charges.
6. This agreement is not intended to relieve the prisoner or third parties, who by contract or law may be primarily responsible for the expense of a prisoner's medical treatment, or from their obligation to pay such expenses for treatment, nor by this agreement does either the CITY or the COUNTY assume any obligation for the expense of medical treatment for any person that is not already imposed by general law. Both the CITY and the COUNTY reserve the right to obtain reimbursement for payments made for the medical treatment of prisoners from those persons, including the prisoner, who are primarily obligated to pay for or furnish such treatment.
7. In the event that the COUNTY incurs any costs associated with medical treatment of a CITY prisoner, said costs shall be billed to and paid by the CITY.

## **Section 6. Representation**

1. To the extent allowed by law, COUNTY agrees to and accepts full responsibility for the acts, negligence, and/or omissions of all COUNTY employees and agents. To the extent allowed by law, CITY agrees to and accepts full responsibility for the acts, negligence, and/or omissions of all CITY employees and agents.

2. COUNTY and CITY agree that any such liability or damages as stated above occurring during the performance of this Agreement caused by the joint or comparative negligence of their employees, agents, or officers shall be determined in accordance with comparative responsibility laws of the State of Texas.
3. COUNTY understands and agrees that COUNTY, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of CITY.
4. CITY understands and agrees that CITY, its employees, servants, agents, and/or representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of COUNTY.

## **Section 7. Notice**

Any notice or communication under this Agreement must only be made to the following:

City Administrator  
City of Willow Park, Texas  
120 El Chico Trl  
Willow Park, Texas 76087

County Judge  
Parker County  
One Courthouse Square  
Weatherford, Texas 76086

## **Section 8. Termination**

1. Termination without cause: Either PARTY may terminate this Agreement with or without cause by providing the other PARTY with thirty (30) days' written notice of such termination. Upon the mutual consent of the PARTIES, the requirement for thirty (30) days' written notice for early termination may be waived.
2. Termination for cause: Either PARTY may terminate this Agreement, in whole or in part, at its sole discretion, for the following reasons:
  - a. Lack of, or reduction in, funding or resources of either Party; or
  - b. Non-Performance of either PARTY of the specifications of this Agreement or non-compliance with the terms of this Agreement.
3. Termination for non-appropriation of funds: Either PARTY shall have the right to terminate this Agreement at the end of each fiscal year or end of the special revenue fund or grant during the Term, as defined in Section 2.
4. In the event of notice of termination under this section, CITY shall be obligated to pay such payments as are required by this Agreement through the date of termination. COUNTY shall be obligated to provide services pursuant to this Agreement, through the date of termination. In the event the Agreement is terminated, both the COUNTY and the CITY agree to return any property to the respective owners.

## **Section 9. Sole Agreement**

1. This Agreement represents the entire agreement between COUNTY and CITY and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both COUNTY and CITY or those authorized to sign on behalf of those

governing bodies.

#### **Section 10. Venue**

1. 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 in Parker County, Texas.

#### **Section 11. Severance**

1. 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.

#### **Section 12. Third Party**

1. The Parties do not enter into this Agreement to protect any specific third party. The intent of this Agreement excludes the idea of a suit by a third-party beneficiary.

#### **Section 13. Immunity Retained**

1. The Parties to this Agreement agree that the Parties are entering into this Agreement in the performance and pursuant to their governmental functions for the health, safety, and welfare of the citizens of Willow Park, Texas, Parker County, the general public, and the State of Texas, and nothing contained within this Agreement shall be a waiver of their sovereign or governmental immunity under Texas law to the extent any Party may have immunity under Texas law.

#### **Section 14. Joint Venture & Agency**

1. The relationship between the Parties to this Agreement does not create a partnership or joint venture between the Parties. This Agreement does not appoint any Party as agent for the other Party.

#### **Section 15. Interlocal Agreement Representations**

1. By execution of this Agreement, each Party represents to the other that:
  - a. In performing its duties and obligations hereunder, it will be carrying out one or more governmental functions or services which it is authorized to perform;
  - b. The undersigned officer or agent of the Party has been properly authorized by that Party's governing body to execute this Agreement and that any necessary resolutions extending such authority have been duly passed and are now in effect;
  - c. All payments required or permitted to be made by a Party will be made from current revenues available to the paying Party; and

- d. All payments provided to be made hereunder by one Party to the other shall be such amounts as to fairly compensate the other Party for the services or functions performed hereunder.

**EXECUTED** this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
PAT DEEN  
COUNTY JUDGE OF PARKER COUNTY

**EXECUTED** this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
TERESA PALMER  
MAYOR OF WILLOW PARK, TEXAS

APPROVED as to content:

\_\_\_\_\_  
RUSS AUTHIER  
SHERIFF OF PARKER COUNTY

\_\_\_\_\_  
RAY LACY  
POLICE CHIEF OF WILLOW PARK, TEXAS