

STATE OF TEXAS

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COUNTY OF TOM GREEN

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**INTERLOCAL COOPERATION AGREEMENT
BETWEEN TOM GREEN COUNTY AND BURNET
COUNTY FOR JAIL SERVICES**

This Inter-local Agreement is entered into by and between **TOM GREEN** County, Texas, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, hereinafter referred to as "**TOM GREEN**," and **BURNET** County, Texas, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, hereinafter referred to as "**BURNET**."

WITNESSETH

WHEREAS, TEXAS GOVERNMENT CODE, Chapter 791, authorized local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

WHEREAS, such a consolidated effort for the housing and care of certain incarcerated inmates are in each party's best interest and that of the public and this agreement will increase the effective and efficient functioning of each party; and

WHEREAS, **TOM GREEN** and **BURNET** are local governments as defined in the TEXAS GOVERNMENT CODE, Section 791.003(4), have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, **TOM GREEN** and **BURNET** specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party;

NOW THEREFORE, in consideration of the premises, and of the terms, provisions, and mutual promises herein contained which fairly compensate the performing party, it is mutually agreed as follows:

ARTICLE I

TERM AND EFFECTIVE DATE

1. **TERM:** This Agreement shall be effective beginning October 1, 2025, and shall be effective through September 30, 2026.

2. **RENEWAL:** This Agreement shall automatically renew for additional one-year period on October 1st of each subsequent year with mutually agreed upon increases, unless this Agreement is terminated or notice of termination is given. **TOM GREEN** shall provide sixty (60) days' notice of any change to the per diem rate for detention services for subsequent terms.

3. TERMINATION:

A. This Agreement may be terminated without cause at any time at the option of either **TOM GREEN** or **BURNET** upon the giving of sixty (60) days written notice to the other party in the manner and form provided for herein.

The Notice is effective if sent by either the County Judge or the Sheriff. The termination of the Agreement will be effective upon the last day of the month in which the expiration of the sixty (60) day period occurs.

B. This Agreement is also subject to termination upon the occurrence of an event that renders performance hereunder by **TOM GREEN** impracticable or impossible, such as severe damage or destruction of **TOM GREEN's** facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of **BURNET** inmates.

ARTICLE II
DETENTION SERVICES

For the purposes and consideration herein stated and contemplated, **TOM GREEN** shall provide the following necessary and appropriate services for **BURNET** to the maximum extent authorized by this Agreement, without regard to race, religion, color, age, sex, or national origin; to-wit:

1. PURPOSE: **TOM GREEN** shall provide housing and food to inmates presented by **BURNET** who meet the following minimum criteria (as determined by the **TOM GREEN** County Sheriff or his designee):

- A. Inmate must be at least 17 years of age;
- B. Inmate must be of good general health; and
- C. Inmate with serious institutional behavior history (as defined by the **TOM GREEN** disciplinary plan approved by the Texas Commission on Jail Standards) in the last 90 days may not be accepted.

2. HOUSING AND CARE OF INMATES: **TOM GREEN** will confine inmates and give them reasonable and humane care and treatment, consistent with the Texas Commission on Jail Standards and other express provisions in this Agreement. **TOM GREEN** will provide, as set out herein, for inmate's physical needs, retain them in safe custody, supervise them, maintain proper discipline and control, make certain inmates receive no privileges except those generally afforded other inmates and that the judgments and orders of the committing court and Board of Parole and Post- Prison Supervision are faithfully executed.

3. MEDICAL SERVICES: The per-day rate under this Agreement covers only routine medical services such as on-site sick call (when provided by **TOM GREEN** or contracted on-site staff) and non- non-prescription, over-the-counter/non-legend and routine drugs and medical supplies. The per-day rate does not cover medical health care services provided outside of **TOM GREEN's** facility or by anyone other than **TOM GREEN** facility staff, prescription drugs and treatment, or surgical, optical and dental care, and does not include the costs associated with the hospitalization of any inmate. **BURNET** shall reimburse **TOM GREEN** the amount spent for medical services of all **BURNET** inmates, other than routine medical services included in the per-day rate.

4. OFF-SITE SERVICES: BURNET County Sheriff or designee shall be informed of any BURNET inmates receiving emergency medical care, including but not limited to hospitalizations, that results in off-site services as soon as practicable after the service occurs (not more than 1 working day). TOM GREEN will assist BURNET to monitor utilization of off-site services by providing information about the course of an inmate's care and treatment. BURNET may elect to retake and return to BURNET physical custody of an inmate to manage costs and utilization of services unless emergency care of the inmate is required.

5. OFF-SITE BILLING: This Agreement provides TOM GREEN with the authority to arrange for the off-site provider to bill BURNET for the costs of hospitalization and/or medical care for any BURNET inmate. In the event direct billing is unavailable BURNET shall reimburse TOM GREEN in accordance with the terms of this Agreement.

6. MEDICAL RECORDS: BURNET agrees to provide TOM GREEN with a copy of each inmate's medical, dental and mental health record(s) for the purposes of continuity of care. TOM GREEN agrees to maintain a confidential record of the health care of each inmate. BURNET shall ensure that these records are provided no less than 24 hours prior to the inmate's arrival at the TOM GREEN County Jail. A copy of each inmate's record shall be returned to BURNET at the time each BURNET inmate is returned.

7. MEDICAL INVOICES: BURNET shall reimburse TOM GREEN monthly for health care services and associated expenses for which BURNET is responsible under this section. TOM GREEN shall provide BURNET with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.

8. INMATE MEDICAL REPORT: Upon request from BURNET, TOM GREEN will provide an inmate's report of health care provided.

9. FACILITY INSPECTION: TOM GREEN agrees to allow periodic inspections of the facilities by BURNET law enforcement personnel. The reports of state or federal inspections of the facilities will be provided to BURNET upon request.

10. TRANSPORTATION AND OFF-SITE SECURITY: BURNET is solely responsible for the transportation of inmates between the TOM GREEN County Jail and the BURNET Facility. TOM GREEN agrees to provide ambulance and other transportation for BURNET inmates to and from local off-site medical facilities and will invoice BURNET in accordance with Article 2, Section 7.

11. COURT APPEARANCES: BURNET shall be responsible for the transportation of BURNET inmates to/from TOM GREEN County Jail. BURNET will be responsible for the transportation of inmates for all court proceedings and hearings and during court appearances in BURNET County.

12. TRANSPORTATION TO TDCJ: BURNET is responsible for the transport of BURNET inmates to the Texas Department of Criminal Justice Institutional Division.

13. GUARD SERVICE: TOM GREEN will provide guard services as requested or required by the circumstances, or the law for inmates admitted or committed to an off-site medical facility at the rate of \$55 per hour/per guard (minimum 2 guards per transport). TOM GREEN shall provide BURNET with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.

14. **SPECIAL PROGRAMS:** The per day rate set out in this Agreement covers basic custodial care and supervision and does not include special educational, vocational or other programs provided to inmates in **TOM GREEN's** facilities. The parties may contract by written agreement for the provision of special programs.

15. **LOCATION AND OPERATION OF FACILITY:** **TOM GREEN** shall provide the detention services described herein at the **TOM GREEN** County Jail located in San Angelo, Texas.

16. **ADMITTING AND RELEASING:** **BURNET** shall provide inmate biographical information and charge information for each inmate no less than 24 hours prior to the inmate's arrival at the **TOM GREEN** County Jail. **TOM GREEN** shall be responsible for the admitting and releasing of inmates placed in **TOM GREEN's** facility. **TOM GREEN** will maintain records of all such transactions in a manner agreed upon by **TOM GREEN** and **BURNET**, and provide such records to **BURNET** upon request.

17. **RETURN OF INMATES TO BURNET:** Upon demand by **BURNET**, **TOM GREEN** will relinquish to **BURNET** physical custody of any inmate. Upon request by **TOM GREEN**, **BURNET** will resume custody of any inmate so requested within two (2) calendar days, or unless a different time is agreed upon by both parties.

ARTICLE III **FINANCIAL PROVISIONS**

1. **PER DIEM RATE:** The per diem rate for detention services under this Agreement is eighty dollars (\$80.00) per man-day, subject to Article 1, Section 2 of this Agreement. This rate covers one inmate per day. A portion of any day will count as a man-day under this agreement.

Notwithstanding the foregoing, it is understood that **BURNET** is paying for the performance of governmental functions or services must make those payments from current revenues available. In the event of a non-appropriation by **BURNET**, **TOM GREEN** shall be relieved of its responsibilities hereunder as of the first day of the fiscal year of such non-appropriation. All payments must be in an amount that fairly compensates **TOM GREEN** for the services or functions performed under this agreement.

2. **BILLING PROCEDURE:** **TOM GREEN** shall submit an itemized invoice for the services provided each month to **BURNET**. Such invoice will include a list of each of the inmates housed and the number of calendar days per inmate. Invoices will be submitted to the officer designated to receive the same on behalf of **BURNET**. **BURNET** will make payment to **TOM GREEN** within thirty (30) calendar days after receipt of the invoice. Payment will be in the name of **TOM GREEN** County, Texas and will be remitted to:

TOM GREEN County Treasurer
113 W Beauregard Ave #2
San Angelo, TX 76903

ARTICLE IV
ACCEPTANCE OF INMATES

1. COMPLIANCE WITH LAW: TOM GREEN warrants that it will comply with all federal and state laws and with the requirements of the Texas Commission on Jail Standards while housing BURNET inmates under this Agreement. Nothing herein will create any obligation upon TOM GREEN to house BURNET inmates where the housing of said BURNET inmates will, in the opinion of TOM GREEN Sheriff, raise the population of the facility above the permissible number of inmates allowed by law, or will, in the TOM GREEN County Sheriffs opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of inmates housed at the facility. At any time that TOM GREEN Sheriff determines that a condition exists at TOM GREEN's facility necessitating the removal of BURNET inmates, or any specified number thereof, BURNET shall, upon notice by TOM GREEN Sheriff to BURNET Sheriff, immediately remove said inmates from the facility. BURNET will make every effort to remove any inmate within eight (8) hours of notice from TOM GREEN.

2. ELIGIBILITY FOR INCARCERATION AT THE FACILITY: BURNET inmates incarcerated in this facility must meet the requirements of this Agreement and the State standards under both the Jail Commission-approved custody assessment system in place at the BURNET jail and pursuant to the custody assessment system in place at TOM GREEN's facility. TOM GREEN reserves the right to review the inmate's classification/eligibility and the right to refuse to accept any inmate that it does not believe to be properly classified as a non-high-risk inmate. Furthermore, if an inmate's classification changes while incarcerated at TOM GREEN's facility, TOM GREEN reserves the right to demand that BURNET remove that inmate and, if possible, replace said inmate with an appropriate inmate of BURNET.

3. RESERVATION CONCERNING ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES: TOM GREEN reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to the TOM GREEN facility, and BURNET shall cooperate with and provide information requested regarding any inmate by TOM GREEN Sheriff. TOM GREEN reserves the right to refuse acceptance of any inmate of BURNET. Likewise, if any BURNET inmate's behavior, medical or psychological condition, or other circumstance of reasonable concern to TOM GREEN Sheriff makes the inmate unacceptable for continued incarceration in TOM GREEN's facility in the opinion of TOM GREEN Sheriff, BURNET will be requested to remove said inmate from TOM GREEN's facility, and will do so, if reasonably possible, within eight (8) hours upon the request of TOM GREEN Sheriff. Inmates may also be required to be removed from TOM GREEN's facility when their classification changes for any purpose, including long-term medical segregation.

4. INMATE SENTENCES: TOM GREEN will not be in charge or responsible for the computation or processing of inmates' time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. TOM GREEN will provide information that may be required regarding the inmates' behavior and performance; however, all such computations and record keeping will continue to be the responsibility of BURNET. It will be the responsibility of BURNET to notify TOM GREEN of any discharge date for an inmate at least two (2) calendar days before such date unless notification is not reasonably possible. TOM GREEN will release inmates of BURNET only when such release is specifically requested in writing by the BURNET Sheriff. However, it is agreed that the preferred and usual course of dealing between the parties shall be for TOM GREEN to return inmates to

- the BURNET Jail shortly before the discharge date, and for BURNET to discharge the
- inmate from the BURNET Jail. BURNET accepts all responsibility for the calculations and

determinations set forth above and for providing **TOM GREEN** notice of the same, and to the extent allowed by law, shall indemnify and hold harmless **TOM GREEN** from all liability or expenses of any kind arising therefrom. **BURNET** is responsible for all paperwork and arrangements for inmates to be transferred to the Texas Department of Criminal Justice Institutional Division.

5. **BONDING/ RELEASE:** All inmates held for **BURNET** will be required to bond in **BURNET** County. **BURNET** County will then send **TOM GREEN** a TTY stating that the inmate has been bonded, and **BURNET** will transport back to their facility for release.

ARTICLE V

MISCELLANEOUS

1. **BINDING NATURE OF AGREEMENT:** This Agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives.

2. **NOTICE:** All notices, demands, or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

To **TOM GREEN:**

TOM GREEN County
Lane Carter, County Judge
113 W Beauregard
San Angelo, TX 76903

Copy To:

Sheriff J. Nick Hanna
222 W Harris Ave
San Angelo, TX 76903

To **BURNET:**

BURNET County
Bryan Wilson, County Judge
220 S Pierce
Burnet, TX 78611

Copy To:

Sheriff Calvin Boyd
1601 E Polk ST
P.O. Box 1249
Burnet, TX 78611

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

3. **AMENDMENTS:** This Agreement will not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the commissioner's courts of the respective parties hereto.

4. **PRIOR AGREEMENTS:** This Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.

5. REPRESENTATION: Each party understands and agrees that each party, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, Servants, agents, and/or representative of the other party.

6. INDEPENDENT RELATIONSHIP: Each party shall have and retain the exclusive right of control over its employees and contractors assigned to perform services under this Agreement in accordance with the applicable laws of the State of Texas. Neither party has the authority to bind nor otherwise obligate the other orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the parties.

7. SEVERABILITY: If any provision of this agreement is found by a court of competent Jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected, an in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as part of this Agreement a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

8. LIABILITY: This agreement is made for the express purpose of providing detention services, which both parties recognize to be a governmental function. Except as hereinafter provided neither party assumes any liability beyond that required by law. Each party understands and agrees that it is responsible only for the acts, errors, or omissions of its employees and contractors. This Agreement in not intended to create any cause of action for the benefit of third parties.

9. APPROVALS: This Agreement must be approved by the governing bodies of both parties in accordance with the Texas Inter-Local Cooperation Act.

ARTICLE VI
EXECUTION

In Testimony and Witness of which this Agreement has been executed in duplicate originals as follows:

TOM GREEN COUNTY, TEXAS:

LANE CARTER, TOM GREEN COUNTY JUDGE

ATTEST:

Date: _____

CHRISTINA UBANDO, TOM GREEN COUNTY CLERK

REVIEWED:

J. NICK HANNA, TOM GREEN COUNTY SHERIFF

Date: _____

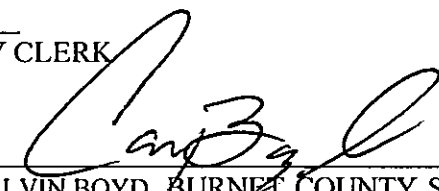
BURNET COUNTY, TEXAS:

BRYAN WILSON, BURNET COUNTY JUDGE

ATTEST:

Date: _____

VICINTA STAFFORD, BURNET COUNTY CLERK



CALVIN BOYD, BURNET COUNTY SHERIFF

Date: 7-15-25