

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN TRAVIS COUNTY AND BURNET COUNTY
FOR JAIL SERVICES**

This Agreement is made by and entered into between 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," and Travis 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 "TRAVIS."

WHEREAS, both parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperation Agreement for such detention services pursuant to Chapter 791 of the Texas Government Code, and

WHEREAS, 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, BURNET and TRAVIS 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, BURNET and TRAVIS specify that each party paying for the performance of said functions of government will 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 and agreements contained herein which fairly compensate the performing party, the parties mutually agree as follows:

ARTICLE I

TERM OF AGREEMENT AND EFFECTIVE DATE

1. **TERM:** This Agreement will be effective beginning December 1, 2017 and will be effective through September 30, 2018.
2. **RENEWAL:** This Agreement may be renewed each October 1, provided TRAVIS certifies current fiscal funds as available for the renewal. BURNET will provide sixty (60) day 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 BURNET or TRAVIS upon giving 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 sixty (60) days written notice by either party delivered to the officer specified herein by the other party to receive notice. This Agreement will likewise terminate upon the happening of an event that renders performance hereunder by BURNET impracticable or impossible,

such as severe damage to or destruction of the facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of County's inmates.

ARTICLE II

DETENTION SERVICES

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

1. **PURPOSE:** BURNET agrees to provide housing, food, and routine medical services to inmates presented by TRAVIS who meet the following minimum criteria (as determined by the BURNET County Sheriff or his or her designee):
 - A. Inmate must be at least 18 years of age;
 - B. Inmate must be of good general health; and
 - C. Inmate may not have a serious institutional behavior history (as defined by the BURNET disciplinary plan approved by the Texas Commission on Jail Standards) in the last ninety (90) days.
2. **HOUSING AND CARE OF INMATES:** BURNET agrees to accept, and provide for the secure custody, reasonable and humane care and treatment of inmates in accordance with this Agreement and in compliance with state, federal, and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards. BURNET will provide, as set out in this Agreement, for inmates' 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 of this Agreement covers only routine medical services such as on-site sick call (when provided by BURNET or contracted on-site staff) and 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 BURNET's facility or by other than facility staff, prescription drugs and treatments, or surgical, optical and dental care, and does not include the costs associated with any hospitalization of the inmate. TRAVIS must reimburse BURNET the amount spent for medical services of all TRAVIS inmates, other than those routine medical services included in the per-day rate.
4. **OFF-SITE SERVICES:** The Travis County Sheriff or designee will be informed of any TRAVIS inmates receiving emergency medical care, including but not limited to hospitalizations, that result in off-site services as soon as practicable after the service occurs, but no later than one (1) working day. BURNET will assist TRAVIS to monitor utilization of off-site services by providing information about the course of an inmate's illness, care, and treatment. TRAVIS may elect to retake and return to TRAVIS physical custody of an inmate to manage costs and utilization of services unless emergency care of the inmate is required.
5. **OFF-SITE BILLING:** County will reimburse BURNET for the Diagnostic Related Grouping (DRG) rate for Travis County inmate hospitalizations. It is understood and agreed that if the hospitalization of an inmate is to be for a duration of more than 24 hours, or the cost of any medical care or hospitalization is to exceed \$2000.00, BURNET has the right to arrange for the hospital or the health care provider to bill TRAVIS directly for the costs of the hospitalization and/or medical care, rather than BURNET paying the costs and

billing the same to TRAVIS. If the hospital or health care provider refuses to bill TRAVIS directly, TRAVIS will reimburse BURNET for such costs within forty-five (45) days of receipt of an invoice from BURNET. Said invoice may be delivered personally, by facsimile, by mail or by other reliable courier.

6. **MEDICAL INVOICES:** TRAVIS will reimburse BURNET monthly for healthcare services and associated expenses for which TRAVIS is responsible under this Agreement. BURNET will provide TRAVIS with invoices for such costs along with its regular monthly billings for detention services, and agrees not to add additional administrative charges for reimbursed costs.

7. **MEDICAL RECORDS:** TRAVIS agrees to provide BURNET with medical information for all inmates sought to be transferred to BURNET's facility under this agreement, for the purposes of continuity of care. The medical information will include dental and mental health records and information regarding any special medication, diet or exercise regimen applicable to each inmate. BURNET will treat such information confidentially and in accordance with the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). TRAVIS will ensure that these records are provided no less than 24 hours prior to the inmate's arrival at the BURNET County Jail. A copy of all such records will be returned to TRAVIS at the time each TRAVIS inmate is returned. It will be accompanied by an inmate report of health care provided for each TRAVIS inmate.

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

9. **TRANSPORTATION AND OFF-SITE SECURITY:** TRAVIS is solely responsible for the transportation of TRAVIS inmates between the BURNET County Jail and the TRAVIS County Jail, the Texas Department of Criminal Justice, Institutional Division, or as required for all court proceedings and hearings in the Travis County Courts. BURNET agrees to provide non-ambulance transportation for inmates to and from (within 50 miles) off-site medical facilities as part of the services covered by the per day rate. Ambulance transportation (including emergency flight, etc.) is not covered by the per day rate and will be billed along with the regular billing submitted to TRAVIS by BURNET.

10. **GUARD SERVICE:** BURNET will provide guard services as requested or required by the circumstances or the law for inmates admitted to an off-site medical facility at the rate of thirty-five dollars (\$35) per hour/per guard, with a minimum of two (2) guards per transport. BURNET will provide TRAVIS with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.

11. **SPECIAL PROGRAMS:** The per day rate set out in this Agreement covers basic custodial care and supervision and does not include any special educational, vocational or other programs. The parties may agree by written amendment to this Agreement, or by separate agreement, for the provision of special programs for the consideration and under the terms mutually agreed to by the parties.

12. **INMATE INJURIES:** BURNET agrees that if an inmate is injured while being housed by BURNET, BURNET and/or BURNET's agent will notify TRAVIS of said injury within twelve (12) hours and provide TRAVIS with copies of all incident reports relating to the injury.

13. **LIABILITY:** BURNET and/or BURNET's agent shall be fully responsible and liable for all suits, claims, losses, and expenses, including reasonable attorney's fees, arising out of BURNET's and/or BURNET's agent performance or nonperformance of the services and duties herein stated, but only in regard

to the actual holding and incarceration of inmates by BURNET in the jail and including the transfer of inmates to and from the jail unless transported by County.

14. **LOCATION AND OPERATION OF FACILITY:** BURNET will provide the detention services described herein at the BURNET County Jail located in Burnet, Texas.

ARTICLE III

FINANCIAL PROVISIONS

1. **PER DIEM RATE:** The per diem rate for detention services under this Agreement is forty dollars (\$40.00) per inmate, for each day housed. This rate covers one inmate per day. Any portion of any day will count as a full day under this Agreement, except that TRAVIS may not be billed for two days when an inmate is admitted one evening and removed the following morning. In that situation, BURNET will bill for the day of arrival, but not for the day of departure.

2. **BILLING PROCEDURE:** BURNET will submit an itemized invoice for the services provided each month to TRAVIS, in arrears. The invoice will include a list of each TRAVIS inmate housed and the number of calendar days per inmate. Invoices will be submitted to the officer of TRAVIS designated to receive the same on behalf of TRAVIS. TRAVIS will make payment to BURNET within thirty (30) days after receipt of the invoice. Accrual and payment of interest on overdue payments will be governed by Chapter 2251 of the Texas Government Code. Payment will be in the name of Burnet County, Texas and will be remitted to:

Burnet County Treasurer Office
220 South Pierce Street
Burnet, TX 78611

ARTICLE IV

ACCEPTANCE OF INMATES

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

2. **PRISON RAPE ELIMINATION ACT (PREA) COMPLIANCE:** This is an Agreement for the confinement of inmates as described by 28 CFR 115.12. BURNET has adopted and complies with the Prison Rape Elimination Act (PREA) Standards for Adult Prisons and Jails. BURNET will provide TRAVIS with access for contract monitoring as described in Section 115.12(b) to ensure that BURNET is complying with the PREA standards in the provision of services under this Agreement.

3. **ELIGIBILITY FOR THE INCARCERATION AT FACILITY:** The only inmates of TRAVIS eligible for incarceration under this Agreement are inmates eligible for incarceration in the facility in accordance with the state standards under both the Jail Commission approved custody assessment system in place at the TRAVIS jail and pursuant to the custody assessment system in place at BURNET's facility.

All inmates proposed by TRAVIS to be transferred to BURNET's facility under this Agreement must meet the eligibility requirements set forth above. BURNET reserves the right to review the inmates' 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 BURNET's facility, BURNET reserves the right to demand that TRAVIS remove the inmate. Nothing in this agreement obligates TRAVIS to provide BURNET with inmates to house, as BURNET's services will be used on an as-needed basis.

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

5. **INMATE SENTENCES:** BURNET 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. BURNET will provide information that may be required regarding the inmates' behavior and performance; however all such computations and recordkeeping will continue to be the responsibility of TRAVIS. It shall be the responsibility of TRAVIS to notify BURNET of any discharge date for an inmate at least five (5) days before such date unless notification was not reasonably possible. BURNET will release TRAVIS inmates only when the TRAVIS Sheriff specifically requests such release in writing. However, it is agreed that the preferred and usual course of dealing between parties will be for the inmates to be returned to TRAVIS's facilities shortly before their discharge date, and for TRAVIS to discharge the inmate from its own facility. TRAVIS accepts all responsibility for the calculations and determinations set forth above and for providing BURNET notice of same, and to the extent allowed by law, will indemnify and hold BURNET harmless for all liability or expenses of any kind arising therefrom. TRAVIS is responsible for all paperwork, arrangement and transportation for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.

ARTICLE V

MISCELLANEOUS

1. **BINDING NATURE OF AGREEMENT:** This Agreement is contractual and 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 BURNET: Burnet County
Attn: James Oakley, County Judge
220 S. Pierce
Burnet, Texas 78611

Copy to: Sheriff Calvin Boyd
P.O. Box 1249
Burnet, Texas 78611

To TRAVIS: Travis County
Attn: Sarah Eckhardt, County Judge
P.O. Box 1748
Austin, Texas 78767

Copy to: Sheriff Sally Hernandez
P.O. Box 1748
Austin, Texas 78767

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 commissioners courts of the respective parties hereto.

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

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

6. **INDEPENDENT RELATIONSHIP:** Each party will 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 establishes 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, and 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. **APPROVALS:** This Agreement must be approved by the governing bodies of both parties in accordance with the Texas Interlocal Cooperation Act.

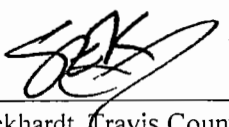
9. **FUNDING SOURCE:** TRAVIS must pay all amounts due under this Agreement from current revenues available to it in accordance with the Interlocal Cooperation Act. Notwithstanding any other provision in this Agreement, this Agreement will terminate in the event that the Travis County Commissioners Court does not appropriate sufficient funds to meet the TRAVIS's fiscal obligations, or the Burnet County Commissioners Court does not appropriate sufficient funds to meet the BURNET's service obligations in any fiscal year. In such event, each Party agrees to give the other Party sixty (60) days' written notice prior to termination.

ARTICLE VI

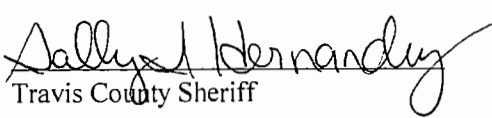
SIGNATURES AND EXECUTIONS

In testimony and witness of which this Agreement has been executed in duplicate originals as follows:

TRAVIS COUNTY, TEXAS

By: 
Sarah Eckhardt, Travis County Judge

Date Signed: NOV 09 2017

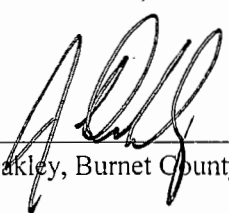

Travis County Sheriff

Date Signed: 10/31/17

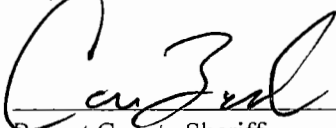
ATTEST:

Travis County Clerk

BURNET COUNTY, TEXAS

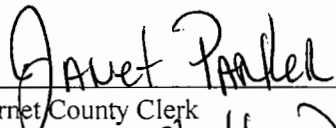
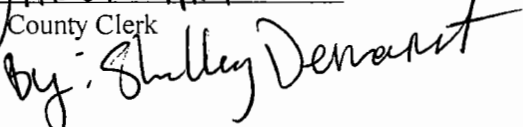
by: 
James Oakley, Burnet County Judge

Date Signed: _____


Burnet County Sheriff

Date signed: 11-28-17

ATTEST:


Burnet County Clerk
By: 



ANTHONY JOHNSON
Chief Deputy

SALLY HERNANDEZ

TRAVIS COUNTY SHERIFF

P.O. Box 1748
Austin, Texas 78767
(512) 854-9770
www.tcsheriff.org

ARTHUR AREVALO
Major - Law Enforcement

WES PRIDDY
Major - Corrections

SHANE POOLE
Major - Administration & Support

November 14, 2017

Jolene Mock
Purchasing
Burnet County Auditor Office
Burnet, TX 78611

Jolene,
Please find included two (2) signed copies of our interlocal agreement for jail services. If you'd be so kind as to send me a signed copy after it makes the rounds with your leadership.

Travis County Sheriff's Office
PO Box 1748
Austin, TXC 78767

Att: R&P

Appreciate your time!

Sincerely,

Michael McElwain
for:

SALLY HERNANDEZ
Sheriff, Travis County



Safety, Integrity, Tradition of Service

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN TRAVIS COUNTY AND BURNET COUNTY
FOR JAIL SERVICES**

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WHEREAS, both parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperation Agreement for such detention services pursuant to Chapter 791 of the Texas Government Code, and

WHEREAS, 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, BURNET and TRAVIS 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, BURNET and TRAVIS specify that each party paying for the performance of said functions of government will 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 and agreements contained herein which fairly compensate the performing party, the parties mutually agree as follows:

ARTICLE I

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A. This Agreement may be terminated without cause at any time at the option of either BURNET or TRAVIS upon giving 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 sixty (60) days written notice by either party delivered to the officer specified herein by the other party to receive notice. This Agreement will likewise terminate upon the happening of an event that renders performance hereunder by BURNET impracticable or impossible,

such as severe damage to or destruction of the facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of County's inmates.

ARTICLE II

DETENTION SERVICES

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

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 - A. Inmate must be at least 18 years of age;
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 - C. Inmate may not have a serious institutional behavior history (as defined by the BURNET disciplinary plan approved by the Texas Commission on Jail Standards) in the last ninety (90) days.
2. **HOUSING AND CARE OF INMATES:** BURNET agrees to accept, and provide for the secure custody, reasonable and humane care and treatment of inmates in accordance with this Agreement and in compliance with state, federal, and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards. BURNET will provide, as set out in this Agreement, for inmates' 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.
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4. **OFF-SITE SERVICES:** The Travis County Sheriff or designee will be informed of any TRAVIS inmates receiving emergency medical care, including but not limited to hospitalizations, that result in off-site services as soon as practicable after the service occurs, but no later than one (1) working day. BURNET will assist TRAVIS to monitor utilization of off-site services by providing information about the course of an inmate's illness, care, and treatment. TRAVIS may elect to retake and return to TRAVIS physical custody of an inmate to manage costs and utilization of services unless emergency care of the inmate is required.
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ARTICLE III

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ACCEPTANCE OF INMATES

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

2. **PRISON RAPE ELIMINATION ACT (PREA) COMPLIANCE:** This is an Agreement for the confinement of inmates as described by 28 CFR 115.12. BURNET has adopted and complies with the Prison Rape Elimination Act (PREA) Standards for Adult Prisons and Jails. BURNET will provide TRAVIS with access for contract monitoring as described in Section 115.12(b) to ensure that BURNET is complying with the PREA standards in the provision of services under this Agreement.

3. **ELIGIBILITY FOR THE INCARCERATION AT FACILITY:** The only inmates of TRAVIS eligible for incarceration under this Agreement are inmates eligible for incarceration in the facility in accordance with the state standards under both the Jail Commission approved custody assessment system in place at the TRAVIS jail and pursuant to the custody assessment system in place at BURNET's facility.

All inmates proposed by TRAVIS to be transferred to BURNET's facility under this Agreement must meet the eligibility requirements set forth above. BURNET reserves the right to review the inmates' 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 BURNET's facility, BURNET reserves the right to demand that TRAVIS remove the inmate. Nothing in this agreement obligates TRAVIS to provide BURNET with inmates to house, as BURNET's services will be used on an as-needed basis.

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

5. **INMATE SENTENCES:** BURNET 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. BURNET will provide information that may be required regarding the inmates' behavior and performance; however all such computations and recordkeeping will continue to be the responsibility of TRAVIS. It shall be the responsibility of TRAVIS to notify BURNET of any discharge date for an inmate at least five (5) days before such date unless notification was not reasonably possible. BURNET will release TRAVIS inmates only when the TRAVIS Sheriff specifically requests such release in writing. However, it is agreed that the preferred and usual course of dealing between parties will be for the inmates to be returned to TRAVIS's facilities shortly before their discharge date, and for TRAVIS to discharge the inmate from its own facility. TRAVIS accepts all responsibility for the calculations and determinations set forth above and for providing BURNET notice of same, and to the extent allowed by law, will indemnify and hold BURNET harmless for all liability or expenses of any kind arising therefrom. TRAVIS is responsible for all paperwork, arrangement and transportation for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.

ARTICLE V

MISCELLANEOUS

1. **BINDING NATURE OF AGREEMENT:** This Agreement is contractual and 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 BURNET: Burnet County
Attn: James Oakley, County Judge
220 S. Pierce
Burnet, Texas 78611

Copy to: Sheriff Calvin Boyd
P.O. Box 1249
Burnet, Texas 78611

To TRAVIS: Travis County
Attn: Sarah Eckhardt, County Judge
P.O. Box 1748
Austin, Texas 78767

Copy to: Sheriff Sally Hernandez
P.O. Box 1748
Austin, Texas 78767

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 commissioners courts of the respective parties hereto.

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

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

6. **INDEPENDENT RELATIONSHIP:** Each party will 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 establishes 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, and 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. **APPROVALS:** This Agreement must be approved by the governing bodies of both parties in accordance with the Texas Interlocal Cooperation Act.

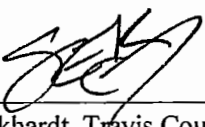
9. **FUNDING SOURCE:** TRAVIS must pay all amounts due under this Agreement from current revenues available to it in accordance with the Interlocal Cooperation Act. Notwithstanding any other provision in this Agreement, this Agreement will terminate in the event that the Travis County Commissioners Court does not appropriate sufficient funds to meet the TRAVIS's fiscal obligations, or the Burnet County Commissioners Court does not appropriate sufficient funds to meet the BURNET's service obligations in any fiscal year. In such event, each Party agrees to give the other Party sixty (60) days' written notice prior to termination.

ARTICLE VI

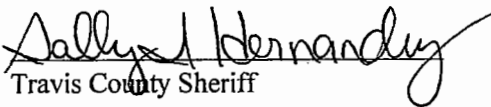
SIGNATURES AND EXECUTIONS

In testimony and witness of which this Agreement has been executed in duplicate originals as follows:

TRAVIS COUNTY, TEXAS

By: 
Sarah Eckhardt, Travis County Judge

Date Signed: **NOV 09 2017**

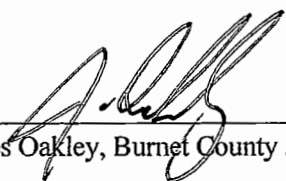

Travis County Sheriff

Date Signed: 10/31/17

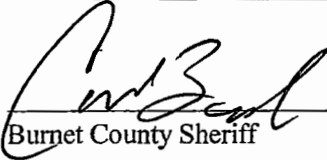
ATTEST:

Travis County Clerk

BURNET COUNTY, TEXAS

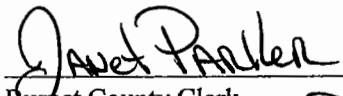
by: 
James Oakley, Burnet County Judge

Date Signed: _____


Burnet County Sheriff

Date signed: 11-28-17

ATTEST:


Burnet County Clerk

By: 