

STATE OF TEXAS §
 §
COUNTY OF BURNET §

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

This Inter-local Agreement is entered into by and 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 BELL 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 "**BELL**."

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, **BURNET** and **BELL** 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 **BELL** 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, 2019** and shall be effective through **SEPTEMBER 30, 2020**.
2. **RENEWAL**: This Agreement will automatically renew each October 1, provided **BELL** certifies current fiscal funds as available for the renewal. **BURNET** shall 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 **BELL** 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 **BURNET** impracticable or impossible, such as severe damage or destruction of **BURNET's** facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of **BELL** inmates.

ARTICLE II
DETENTION SERVICES

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

1. **PURPOSE:** **BURNET** shall provide housing and food to inmates presented by **BELL** who meet the following minimum criteria (as determined by the **BURNET** County Sheriff or his designee):
 - A. Inmate must be at least 18 years of age;
 - B. Inmate must be of good general health; and
 - C. Inmate with serious institutional behavior history (as defined by the **BURNET** disciplinary plan approved by the Texas Commission on Jail Standards) in the last 90 days will not be accepted.
2. **HOUSING AND CARE OF INMATES:** **BURNET** 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. **BURNET** 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 **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 **BURNET** facility staff, prescription drugs and treatment, or surgical, optic and dental care, and does not include the costs associated with the hospitalization of any inmate. **BELL** shall reimburse **BURNET** the amount spent for medical services of all **BELL** inmates, other than routine medical services included in the per-day rate.

4. **OFF-SITE SERVICES:** **BELL COUNTY** Sheriff or designee shall be informed of any **BELL** 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). **BURNET** will assist **BELL** to monitor utilization of off-site services by providing information about the course of an inmate's care and treatment. **BELL** may elect to retake and return to **BELL** 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 **BURNET** with the authority to arrange for the off-site provider to bill **BELL** for the costs of hospitalization and/or medical care for any **BELL** inmate. In the event direct billing is unavailable, **BELL** shall reimburse **BURNET** in accordance with the terms of this Agreement.
6. **MEDICAL RECORDS:** **BELL** agrees to provide **BURNET** with a copy of each inmate's medical dental and mental health record(s) for the purposes of continuity of care. **BURNET** agrees to maintain a confidential record of the health care of each inmate. **BELL** shall 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 each inmate's record shall be returned to **BELL** at the time each **BELL** inmate is returned.
7. **MEDICAL INVOICES:** **BELL** shall reimburse **BURNET** monthly for health care services and associated expenses for which **BELL** is responsible under this section. **BURNET** shall provide **BELL** with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
8. **INMATE MEDICAL REPORT:** Upon request from **BELL**, **BURNET** will provide an inmate report of health care provided.
9. **FACILITY INSPECTION:** **BURNET** agrees to allow periodic inspections of the facilities by **BELL** law enforcement personnel. The reports of state or federal inspections of the facilities will be provided to **BELL** upon request.
10. **TRANSPORTATION AND OFF-SITE SECURITY:** **BELL** is solely responsible for the transportation of inmates between the **BURNET** County Jail and the **BELL** Facility. **BURNET** agrees to provide ambulance and other transportation for **BELL** inmates to and from local off-site medical facilities and will invoice **BELL** in accordance with Article 2, Section 7.
11. **COURT APPEARANCES:** **BELL** shall be responsible for the transportation of **BELL** inmates to/from **BURNET** Jail. **BELL** will be responsible for the transportation of inmates for all court proceedings and hearings and during court appearances in **BELL** County.
12. **TRANSPORTATION TO TDCJ:** **BELL** is responsible for the transport of **BELL** inmates to the Texas Department of Criminal Justice, Institutional Division.
13. **GUARD SERVICE:** **BURNET** 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 \$40 per hour/per guard (minimum 2 guards per transport). **BURNET** shall provide **BELL** 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 **BURNET**'s facilities. The parties may contract by written agreement to the provision of special programs.
15. **LOCATION AND OPERATION OF FACILITY:** **BURNET** shall provide the detention services described herein at the **BURNET** County Jail located in **BURNET**, Texas.

16. **ADMITTING AND RELEASING:** BELL shall provide inmate biographical information and charge information for each inmate no less than 24 hours prior to the inmate's arrival at the BURNET County Jail. BURNET shall be responsible for the admitting and releasing of inmates placed in BURNET's facility. BURNET will maintain records of all such transactions in a manner agreed upon by BURNET and BELL provide such records to BELL upon request.
17. **RETURN OF INMATES TO BELL:** Upon demand by BELL, BURNET will relinquish to BELL physical custody of any inmate. Upon request by BURNET, BELL 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 forty five dollars (\$45.00) 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.
2. **BILLING PROCEDURE:** BURNET shall submit an itemized invoice for the services provided each month to BELL, in arrears. 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 BELL. BELL will make payment to BURNET within thirty (30) calendar days after receipt of the invoice. Payment will be in the name of BURNET County, Texas and will be remitted to:

BURNET COUNTY TREASURER
133 E. Jackson Street
Burnet, TX 78611

ARTICLE IV **ACCEPTANCE OF IMATES**

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 BELL inmates under this Agreement. Nothing herein will create any obligation upon BURNET to house BELL inmates where the housing of said BELL inmates will, in the opinion of BURNET Sheriff, raise the population of the facility above the permissible number of inmates allowed by law, or will, in the BURNET County 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 inmates housed at the facility. At any time that BURNET Sheriff determines that a condition exists at BURNET's facility necessitating the removal of BELL inmates, or any specified number thereof, BELL shall, upon notice by BURNET Sheriff to BELL Sheriff, immediately remove said inmates from the facility. BELL 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 standards of the Prison Rape Elimination Act. BURNET shall provide BELL 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 INCARCERATION AT THE FACILITY:** The only inmates of **BELL** eligible for incarceration at the facility under this Agreement are inmates eligible for incarceration in the facility in accordance with this Agreement and the state standards under both the Jail Commission approved custody assessment system in place at the **BELL** jail and pursuant to the custody assessment system in place at **BURNET**'s facility.
4. **CLASSIFICATION:** All inmates proposed by **BELL** to be transferred to **BURNET**'s facility under this Agreement must meet the eligibility requirement 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 **BELL** remove that inmate and, if possible, replace said inmate with an appropriate inmate of **BELL**.
5. **RESERVATION WITH REGARD 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** facility, and **BELL** shall cooperate with and provide information requested regarding any inmate by **BURNET** Sheriff. **BURNET** reserves the right to refuse acceptance of any inmate of **BELL**. Likewise, if any **BELL** inmate's behavior, medical or psychological condition, or other circumstance of reasonable concern to **BURNET** Sheriff makes the inmate unacceptable for continued incarceration in **BURNET**'s facility in the opinion of **BURNET** Sheriff, **BELL** will be requested to remove said inmate from **BURNET**'s 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.
6. **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 record keeping will continue to be the responsibility of **BELL**. It will be the responsibility of **BELL** to notify **BURNET** of any discharge date for an inmate at least two (2) calendar days before such date unless notification was not reasonably possible. **BURNET** will release inmates of **BELL** only when such release is specifically requested in writing by **BELL** Sheriff. However, it is agreed that the preferred and usual course of dealing between the parties shall be for **BURNET** to return inmates to the **BELL** Jail shortly before the discharge date and for to discharge the inmate from the **BELL** Jail. **BELL** accepts all responsibility for the calculations and determinations set forth above and for providing **BURNET** notice of the same, and to the extent allowed by law, shall indemnify and hold harmless **BURNET** from all liability or expenses of any kind arising there from. **BELL** is responsible for all paperwork and arrangements for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.
7. **BONDING / RELEASE:** - All inmates held for **BELL** will be required to bond in **BELL** County. **BELL** County will then send **BURNET** a TTY stating that the inmate has been bonded and **BELL** 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 BURNET: **BURNET COUNTY**
James Oakley, County Judge
220 S. Pierce Street
Burnet, Texas 78611

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

To BELL: **BELL COUNTY**
David Blackburn, County Judge
101 E. Central Ave.
Belton, Texas 76513

Copy to: Sheriff Eddy Lange
104 S. Main St.
Belton, Texas 76513

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.

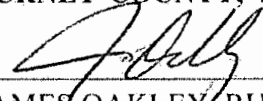
3. **AMENDMENTS:** This Agreement will not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the commissioners' courts of the respective parties hereto.
4. **PRIOR AGREEMENTS:** This Agreement contains all of the agreements and undertakings, either oral or written, of 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, 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. **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 is 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:

BURNET COUNTY, TEXAS:

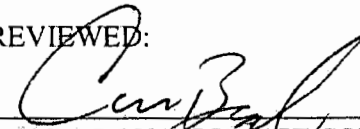


JAMES OAKLEY, BURNET COUNTY JUDGE

ATTEST:

Date: _____

REVIEWED:



CALVIN BOYE, BURNET COUNTY SHERIFF

Date: _____



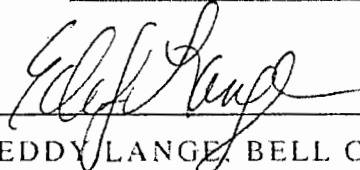
JANET PARKER, COUNTY CLERK

BELL COUNTY, TEXAS:



DAVID BLACKBURN, BELL COUNTY JUDGE

Date: _____



EDDY LANGE, BELL COUNTY SHERIFF

Date: _____

STATE OF TEXAS

§

COUNTY OF BURNET

§

§

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

This Inter-local Agreement is entered into by and 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 BLANCO 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 "BLANCO."

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, BURNET and BLANCO 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 BLANCO 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, 2019** and shall be effective through **SEPTEMBER 30, 2020**.
2. **RENEWAL:** This Agreement will automatically renew each October 1, provided **BLANCO** certifies current fiscal funds as available for the renewal. **BURNET** shall 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 **BLANCO** 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 **BURNET** impracticable or impossible, such as severe damage or destruction of **BURNET's** facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of **BLANCO** inmates.

ARTICLE II
DETENTION SERVICES

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

- 1. **PURPOSE:** **BURNET** shall provide housing and food to inmates presented by **BLANCO** who meet the following minimum criteria (as determined by the **BURNET** County Sheriff or his designee):
 - A. Inmate must be at least 18 years of age;
 - B. Inmate must be of good general health; and
 - C. Inmate with serious institutional behavior history (as defined by the **BURNET** disciplinary plan approved by the Texas Commission on Jail Standards) in the last 90 days will not be accepted.
- 2. **HOUSING AND CARE OF INMATES:** **BURNET** 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. **BURNET** 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 **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 **BURNET** facility staff, prescription drugs and treatment, or surgical, optic and dental care, and does not include the costs associated with the hospitalization of any inmate. **BLANCO** shall reimburse **BURNET** the amount spent for medical services of all **BLANCO** inmates, other than routine medical services included in the per-day rate.

4. **OFF-SITE SERVICES:** BLANCO COUNTY Sheriff or designee shall be informed of any BLANCO 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). BURNET will assist BLANCO to monitor utilization of off-site services by providing information about the course of an inmate's care and treatment. BLANCO may elect to retake and return to BLANCO 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 BURNET with the authority to arrange for the off-site provider to bill BLANCO for the costs of hospitalization and/or medical care for any BLANCO inmate. In the event direct billing is unavailable, BLANCO shall reimburse BURNET in accordance with the terms of this Agreement.
6. **MEDICAL RECORDS:** BLANCO agrees to provide BURNET with a copy of each inmate's medical dental and mental health record(s) for the purposes of continuity of care. BURNET agrees to maintain a confidential record of the health care of each inmate. BLANCO shall 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 each inmate's record shall be returned to BLANCO at the time each BLANCO inmate is returned.
7. **MEDICAL INVOICES:** BLANCO shall reimburse BURNET monthly for health care services and associated expenses for which BLANCO is responsible under this section. BURNET shall provide BLANCO with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
8. **INMATE MEDICAL REPORT:** Upon request from BLANCO, BURNET will provide an inmate report of health care provided.
9. **FACILITY INSPECTION:** BURNET agrees to allow periodic inspections of the facilities by BLANCO law enforcement personnel. The reports of state or federal inspections of the facilities will be provided to BLANCO upon request.
10. **TRANSPORTATION AND OFF-SITE SECURITY:** BLANCO is solely responsible for the transportation of inmates between the BURNET County Jail and the BLANCO Facility. BURNET agrees to provide ambulance and other transportation for BLANCO inmates to and from local off-site medical facilities and will invoice BLANCO in accordance with Article 2, Section 7.
11. **COURT APPEARANCES:** BLANCO shall be responsible for the transportation of BLANCO inmates to/from BURNET Jail. BLANCO will be responsible for the transportation of inmates for all court proceedings and hearings and during court appearances in BLANCO County.
12. **TRANSPORTATION TO TDCJ:** BLANCO is responsible for the transport of BLANCO inmates to the Texas Department of Criminal Justice, Institutional Division.
13. **GUARD SERVICE:** BURNET 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 \$40 per hour/per guard (minimum 2 guards per transport). BURNET shall provide BLANCO 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 BURNET's facilities. The parties may contract by written agreement to the provision of special programs.
15. **LOCATION AND OPERATION OF FACILITY:** BURNET shall provide the detention services described herein at the BURNET County Jail located in BURNET, Texas
16. **ADMITTING AND RELEASING:** BLANCO shall provide inmate biographical information and charge information for each inmate no less than 24 hours prior to the inmate's arrival at the BURNET County Jail. BURNET shall be responsible for the admitting and releasing of inmates placed in BURNET's facility. BURNET will maintain records of all such transactions in a manner agreed upon by BURNET and BLANCO provide such records to BLANCO upon request.
17. **RETURN OF INMATES TO BLANCO:** Upon demand by BLANCO, BURNET will relinquish to BLANCO physical custody of any inmate. Upon request by BURNET, BLANCO 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 forty five dollars (\$45.00) 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.
2. **BILLING PROCEDURE:** BURNET shall submit an itemized invoice for the services provided each month to BLANCO, in arrears. 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 BLANCO. BLANCO will make payment to BURNET within thirty (30) calendar days after receipt of the invoice. Payment will be in the name of BURNET County, Texas and will be remitted to:

BURNET COUNTY TREASURER
133 E. Jackson 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 BLANCO inmates under this Agreement. Nothing herein will create any obligation upon BURNET to house BLANCO inmates where the housing of said BLANCO inmates will, in the opinion of BURNET Sheriff, raise the population of the facility above the permissible number of inmates allowed by law, or will, in the BURNET County 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 inmates housed at the facility. At any time that BURNET Sheriff determines that a condition exists at BURNET's facility necessitating the removal of BLANCO inmates, or any specified number thereof, BLANCO shall, upon notice by BURNET Sheriff to BLANCO Sheriff, immediately remove said inmates from the facility. BLANCO 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 standards of the Prison Rape Elimination Act. **BURNET** shall provide **BLANCO** 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 INCARCERATION AT THE FACILITY:** The only inmates of **BLANCO** eligible for incarceration at the facility under this Agreement are inmates eligible for incarceration in the facility in accordance with this Agreement and the state standards under both the Jail Commission approved custody assessment system in place at the **BLANCO** jail and pursuant to the custody assessment system in place at **BURNET**'s facility.
4. **CLASSIFICATION:** All inmates proposed by **BLANCO** to be transferred to **BURNET**'s facility under this Agreement must meet the eligibility requirement 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 **BLANCO** remove that inmate and, if possible, replace said inmate with an appropriate inmate of **BLANCO**.
5. **RESERVATION WITH REGARD 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** facility, and **BLANCO** shall cooperate with and provide information requested regarding any inmate by **BURNET** Sheriff. **BURNET** reserves the right to refuse acceptance of any inmate of **BLANCO**. Likewise, if any **BLANCO** inmate's behavior, medical or psychological condition, or other circumstance of reasonable concern to **BURNET** Sheriff makes the inmate unacceptable for continued incarceration in **BURNET**'s facility in the opinion of **BURNET** Sheriff, **BLANCO** will be requested to remove said inmate from **BURNET**'s 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.
6. **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 record keeping will continue to be the responsibility of **BLANCO**. It will be the responsibility of **BLANCO** to notify **BURNET** of any discharge date for an inmate at least two (2) calendar days before such date unless notification was not reasonably possible. **BURNET** will release inmates of **BLANCO** only when such release is specifically requested in writing by **BLANCO** Sheriff. However, it is agreed that the preferred and usual course of dealing between the parties shall be for **BURNET** to return inmates to the **BLANCO** Jail shortly before the discharge date and for to discharge the inmate from the **BLANCO** Jail. **BLANCO** accepts all responsibility for the calculations and determinations set forth above and for providing **BURNET** notice of the same, and to the extent allowed by law, shall indemnify and hold harmless **BURNET** from all liability or expenses of any kind arising there from. **BLANCO** is responsible for all paperwork and arrangements for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.
7. **BONDING / RELEASE:** – All inmates held for **BLANCO** will be required to bond in **BLANCO** County. **BLANCO** County will then send **BURNET** a TTY stating that the inmate has been bonded and **BLANCO** 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 BURNET: **BURNET COUNTY**
James Oakley, County Judge
220 S. Pierce Street
Burnet, Texas 78611

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

To BLANCO: **BLANCO COUNTY**
Brett Bay, County Judge
PO Box 387
Johnson City, Texas 78636

Copy to: Sheriff Don Jackson
400 US Hwy 281 S
Johnson City, Texas 78636

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 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, 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. **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 is 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:

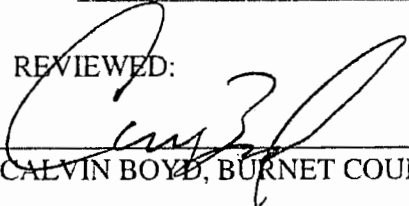
BURNET COUNTY, TEXAS:


JAMES OAKLEY, BURNET COUNTY JUDGE

ATTEST:

Date: _____

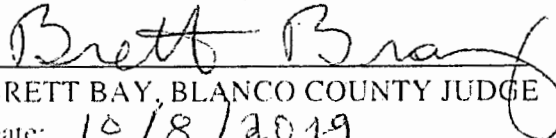
REVIEWED:


CALVIN BOYD, BURNET COUNTY SHERIFF

Date: _____


JANET PARKER, COUNTY CLERK

BLANCO COUNTY, TEXAS:


BRETT BAY, BLANCO COUNTY JUDGE
Date: 10/8/2019


DON JACKSON, BLANCO COUNTY SHERIFF
Date: 10-8-19

STATE OF TEXAS

COUNTY OF BURNET

202

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

This Inter-local Agreement is entered into by and 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 COMAL 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 "**COMAL**."

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, BURNET and COMAL 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 COMAL 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, 2019** and shall be effective through **SEPTEMBER 30, 2020**.
2. **RENEWAL:** This Agreement will automatically renew each October 1, provided **COMAL** certifies current fiscal funds as available for the renewal. **BURNET** shall 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 **COMAL** 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 **BURNET** impracticable or impossible, such as severe damage or destruction of **BURNET's** facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of **COMAL** inmates.

ARTICLE II
DETENTION SERVICES

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

1. **PURPOSE:** **BURNET** shall provide housing and food to inmates presented by **COMAL** who meet the following minimum criteria (as determined by the **BURNET** County Sheriff or his designee):
 - A. Inmate must be at least 18 years of age;
 - B. Inmate must be of good general health; and
 - C. Inmate with serious institutional behavior history (as defined by the **BURNET** disciplinary plan approved by the Texas Commission on Jail Standards) in the last 90 days will not be accepted.
2. **HOUSING AND CARE OF INMATES:** **BURNET** 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. **BURNET** 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 **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 **BURNET** facility staff, prescription drugs and treatment, or surgical, optic and dental care, and does not include the costs associated with the hospitalization of any inmate. **COMAL** shall reimburse **BURNET** the amount spent for medical services of all **COMAL** inmates, other than routine medical services included in the per-day rate.

4. **OFF-SITE SERVICES:** **COMAL COUNTY** Sheriff or designee shall be informed of any **COMAL** 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). **BURNET** will assist **COMAL** to monitor utilization of off-site services by providing information about the course of an inmate's care and treatment. **COMAL** may elect to retake and return to **COMAL** 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 **BURNET** with the authority to arrange for the off-site provider to bill **COMAL** for the costs of hospitalization and/or medical care for any **COMAL** inmate. In the event direct billing is unavailable, **COMAL** shall reimburse **BURNET** in accordance with the terms of this Agreement.
6. **MEDICAL RECORDS:** **COMAL** agrees to provide **BURNET** with a copy of each inmate's medical dental and mental health record(s) for the purposes of continuity of care. **BURNET** agrees to maintain a confidential record of the health care of each inmate. **COMAL** shall 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 each inmate's record shall be returned to **COMAL** at the time each **COMAL** inmate is returned.
7. **MEDICAL INVOICES:** **COMAL** shall reimburse **BURNET** monthly for health care services and associated expenses for which **COMAL** is responsible under this section. **BURNET** shall provide **COMAL** with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
8. **INMATE MEDICAL REPORT:** Upon request from **COMAL**, **BURNET** will provide an inmate report of health care provided.
9. **FACILITY INSPECTION:** **BURNET** agrees to allow periodic inspections of the facilities by **COMAL** law enforcement personnel. The reports of state or federal inspections of the facilities will be provided to **COMAL** upon request.
10. **TRANSPORTATION AND OFF-SITE SECURITY:** **COMAL** is solely responsible for the transportation of inmates between the **BURNET** County Jail and the **COMAL** Facility. **BURNET** agrees to provide ambulance and other transportation for **COMAL** inmates to and from local off-site medical facilities and will invoice **COMAL** in accordance with Article 2, Section 7.
11. **COURT APPEARANCES:** **COMAL** shall be responsible for the transportation of **COMAL** inmates to/from **BURNET** Jail. **COMAL** will be responsible for the transportation of inmates for all court proceedings and hearings and during court appearances in **COMAL** County.
12. **TRANSPORTATION TO TDCJ:** **COMAL** is responsible for the transport of **COMAL** inmates to the Texas Department of Criminal Justice, Institutional Division.
13. **GUARD SERVICE:** **BURNET** 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 \$40 per hour/per guard (minimum 2 guards per transport). **BURNET** shall provide **COMAL** 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 **BURNET**'s facilities. The parties may contract by written agreement to the provision of special programs.
15. **LOCATION AND OPERATION OF FACILITY:** **BURNET** shall provide the detention services described herein at the **BURNET** County Jail located in **BURNET**, Texas
16. **ADMITTING AND RELEASING:** **COMAL** shall provide inmate biographical information and charge information for each inmate no less than 24 hours prior to the inmate's arrival at the **BURNET** County Jail. **BURNET** shall be responsible for the admitting and releasing of inmates placed in **BURNET**'s facility. **BURNET** will maintain records of all such transactions in a manner agreed upon by **BURNET** and **COMAL** provide such records to **COMAL** upon request.
17. **RETURN OF INMATES TO COMAL:** Upon demand by **COMAL**, **BURNET** will relinquish to **COMAL** physical custody of any inmate. Upon request by **BURNET**, **COMAL** 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 forty five dollars (\$45.00) 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.
2. **BILLING PROCEDURE:** **BURNET** shall submit an itemized invoice for the services provided each month to **COMAL**, in arrears. 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 **COMAL**. **COMAL** will make payment to **BURNET** within thirty (30) calendar days after receipt of the invoice. Payment will be in the name of **BURNET** County, Texas and will be remitted to:

BURNET COUNTY TREASURER
133 E. Jackson Street
Burnet, TX 78611

ARTICLE IV **ACCEPTANCE OF IMATES**

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 **COMAL** inmates under this Agreement. Nothing herein will create any obligation upon **BURNET** to house **COMAL** inmates where the housing of said **COMAL** inmates will, in the opinion of **BURNET** Sheriff, raise the population of the facility above the permissible number of inmates allowed by law, or will, in the **BURNET** County 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 inmates housed at the facility. At any time that **BURNET** Sheriff determines that a condition exists at **BURNET**'s facility necessitating the removal of **COMAL** inmates, or any specified number thereof, **COMAL** shall, upon notice by **BURNET** Sheriff to **COMAL** Sheriff, immediately remove said inmates from the facility. **COMAL** 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 standards of the Prison Rape Elimination Act. **BURNET** shall provide **COMAL** with access for contract monitoring as described in Section 15.12 (b) to ensure that **BURNET** is complying with the PREA standards in the provision of services under this Agreement.
3. **ELIGIBILITY FOR INCARCERATION AT THE FACILITY:** The only inmates of **COMAL** eligible for incarceration at the facility under this Agreement are inmates eligible for incarceration in the facility in accordance with this Agreement and the state standards under both the Jail Commission approved custody assessment system in place at the **COMAL** jail and pursuant to the custody assessment system in place at **BURNET's** facility.
4. **CLASSIFICATION:** All inmates proposed by **COMAL** to be transferred to **BURNET's** facility under this Agreement must meet the eligibility requirement 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 **COMAL** remove that inmate and, if possible, replace said inmate with an appropriate inmate of **COMAL**.
5. **RESERVATION WITH REGARD 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** facility, and **COMAL** shall cooperate with and provide information requested regarding any inmate by **BURNET** Sheriff. **BURNET** reserves the right to refuse acceptance of any inmate of **COMAL**. Likewise, if any **COMAL** inmate's behavior, medical or psychological condition, or other circumstance of reasonable concern to **BURNET** Sheriff makes the inmate unacceptable for continued incarceration in **BURNET's** facility in the opinion of **BURNET** Sheriff, **COMAL** will be requested to remove said inmate from **BURNET's** 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.
6. **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 record keeping will continue to be the responsibility of **COMAL**. It will be the responsibility of **COMAL** to notify **BURNET** of any discharge date for an inmate at least two (2) calendar days before such date unless notification was not reasonably possible. **BURNET** will release inmates of **COMAL** only when such release is specifically requested in writing by **COMAL** Sheriff. However, it is agreed that the preferred and usual course of dealing between the parties shall be for **BURNET** to return inmates to the **COMAL** Jail shortly before the discharge date and for to discharge the inmate from the **COMAL** Jail. **COMAL** accepts all responsibility for the calculations and determinations set forth above and for providing **BURNET** notice of the same, and to the extent allowed by law, shall indemnify and hold harmless **BURNET** from all liability or expenses of any kind arising there from. **COMAL** is responsible for all paperwork and arrangements for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.
7. **BONDING / RELEASE:** – All inmates held for **COMAL** will be required to bond in **COMAL** County. **COMAL** County will then send **BURNET** a TTY stating that the inmate has been bonded and **COMAL** 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 BURNET: **BURNET COUNTY**
James Oakley, County Judge
220 S. Pierce Street
Burnet, Texas 78611

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

To COMAL: **COMAL COUNTY**
Sherman Krause, County Judge
100 Main Plaza
New Braunfels, Texas 78130

Copy to: Sheriff Mark Reynolds
3005 W. San Antonio St.
New Braunfels, Texas 78130

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 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, 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. **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 is 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:

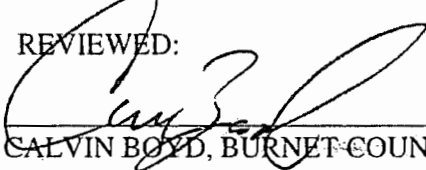
BURNET COUNTY, TEXAS:


JAMES OAKLEY, BURNET COUNTY JUDGE

ATTEST:

Date: _____

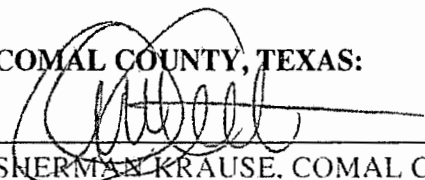
REVIEWED:


CALVIN BOYD, BURNET COUNTY SHERIFF

Date: _____


JANET PARKER, COUNTY CLERK

COMAL COUNTY, TEXAS:


SHERMAN KRAUSE, COMAL COUNTY JUDGE

Date: SEPTEMBER 26, 2019


MARK REYNOLDS, COMAL COUNTY SHERIFF

Date: September 30, 2019

202

202

202

—

F

6

0

ed

W

- er

3. **TERMINATION:**

- A. This Agreement may be terminated without cause at any time at the option of either **BURNET** or **CORYELL** 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 **BURNET** impracticable or impossible, such as severe damage or destruction of **BURNET's** facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of **CORYELL** inmates.

ARTICLE II
DETENTION SERVICES

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

- 1. **PURPOSE:** **BURNET** shall provide housing and food to inmates presented by **CORYELL** who meet the following minimum criteria (as determined by the **BURNET** County Sheriff or his designee):
 - A. Inmate must be at least 18 years of age;
 - B. Inmate must be of good general health; and
 - C. Inmate with serious institutional behavior history (as defined by the **BURNET** disciplinary plan approved by the Texas Commission on Jail Standards) in the last 90 days will not be accepted.
- 2. **HOUSING AND CARE OF INMATES:** **BURNET** 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. **BURNET** 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 **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 **BURNET** facility staff, prescription drugs and treatment, or surgical, optic and dental care, and does not include the costs associated with the hospitalization of any inmate. **CORYELL** shall reimburse **BURNET** the amount spent for medical services of all **CORYELL** inmates, other than routine medical services included in the per-day rate.

4. **OFF-SITE SERVICES:** CORYELL COUNTY Sheriff or designee shall be informed of any CORYELL 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). BURNET will assist CORYELL to monitor utilization of off-site services by providing information about the course of an inmate's care and treatment. CORYELL may elect to retake and return to CORYELL 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 BURNET with the authority to arrange for the off-site provider to bill CORYELL for the costs of hospitalization and/or medical care for any CORYELL inmate. In the event direct billing is unavailable, CORYELL shall reimburse BURNET in accordance with the terms of this Agreement.
6. **MEDICAL RECORDS:** CORYELL agrees to provide BURNET with a copy of each inmate's medical dental and mental health record(s) for the purposes of continuity of care. BURNET agrees to maintain a confidential record of the health care of each inmate. CORYELL shall 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 each inmate's record shall be returned to CORYELL at the time each CORYELL inmate is returned.
7. **MEDICAL INVOICES:** CORYELL shall reimburse BURNET monthly for health care services and associated expenses for which CORYELL is responsible under this section. BURNET shall provide CORYELL with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
8. **INMATE MEDICAL REPORT:** Upon request from CORYELL, BURNET will provide an inmate report of health care provided.
9. **FACILITY INSPECTION:** BURNET agrees to allow periodic inspections of the facilities by CORYELL law enforcement personnel. The reports of state or federal inspections of the facilities will be provided to CORYELL upon request.
10. **TRANSPORTATION AND OFF-SITE SECURITY:** CORYELL is solely responsible for the transportation of inmates between the BURNET County Jail and the CORYELL Facility. BURNET agrees to provide ambulance and other transportation for CORYELL inmates to and from local off-site medical facilities and will invoice CORYELL in accordance with Article 2, Section 7.
11. **COURT APPEARANCES:** CORYELL shall be responsible for the transportation of CORYELL inmates to/from BURNET Jail. CORYELL will be responsible for the transportation of inmates for all court proceedings and hearings and during court appearances in CORYELL County.
12. **TRANSPORTATION TO TDCJ:** CORYELL is responsible for the transport of CORYELL inmates to the Texas Department of Criminal Justice, Institutional Division.
13. **GUARD SERVICE:** BURNET 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 \$40 per hour/per guard (minimum 2 guards per transport). BURNET shall provide CORYELL 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 BURNET's facilities. The parties may contract by written agreement to the provision of special programs.
15. **LOCATION AND OPERATION OF FACILITY:** BURNET shall provide the detention services described herein at the BURNET County Jail located in BURNET, Texas
16. **ADMITTING AND RELEASING:** CORYELL shall provide inmate biographical information and charge information for each inmate no less than 24 hours prior to the inmate's arrival at the BURNET County Jail. BURNET shall be responsible for the admitting and releasing of inmates placed in BURNET's facility. BURNET will maintain records of all such transactions in a manner agreed upon by BURNET and CORYELL provide such records to CORYELL upon request.
17. **RETURN OF INMATES TO CORYELL:** Upon demand by CORYELL, BURNET will relinquish to CORYELL physical custody of any inmate. Upon request by BURNET, CORYELL 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 forty five dollars (\$45.00) 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.
2. **BILLING PROCEDURE:** BURNET shall submit an itemized invoice for the services provided each month to CORYELL, in arrears. 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 CORYELL. CORYELL will make payment to BURNET within thirty (30) calendar days after receipt of the invoice. Payment will be in the name of BURNET County, Texas and will be remitted to:

BURNET COUNTY TREASURER
133 E. Jackson Street
Burnet, TX 78611

ARTICLE IV **ACCEPTANCE OF IMATES**

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 CORYELL inmates under this Agreement. Nothing herein will create any obligation upon BURNET to house CORYELL inmates where the housing of said CORYELL inmates will, in the opinion of BURNET Sheriff, raise the population of the facility above the permissible number of inmates allowed by law, or will, in the BURNET County 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 inmates housed at the facility. At any time that BURNET Sheriff determines that a condition exists at BURNET's facility necessitating the removal of CORYELL inmates, or any specified number thereof, CORYELL shall, upon notice by BURNET Sheriff to CORYELL Sheriff, immediately remove said inmates from the facility. CORYELL 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 standards of the Prison Rape Elimination Act. **BURNET** shall provide **CORYELL** 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 INCARCERATION AT THE FACILITY:** The only inmates of **CORYELL** eligible for incarceration at the facility under this Agreement are inmates eligible for incarceration in the facility in accordance with this Agreement and the state standards under both the Jail Commission approved custody assessment system in place at the **CORYELL** jail and pursuant to the custody assessment system in place at **BURNET**'s facility.
4. **CLASSIFICATION:** All inmates proposed by **CORYELL** to be transferred to **BURNET**'s facility under this Agreement must meet the eligibility requirement 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 **CORYELL** remove that inmate and, if possible, replace said inmate with an appropriate inmate of **CORYELL**.
5. **RESERVATION WITH REGARD 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** facility, and **CORYELL** shall cooperate with and provide information requested regarding any inmate by **BURNET** Sheriff. **BURNET** reserves the right to refuse acceptance of any inmate of **CORYELL**. Likewise, if any **CORYELL** inmate's behavior, medical or psychological condition, or other circumstance of reasonable concern to **BURNET** Sheriff makes the inmate unacceptable for continued incarceration in **BURNET**'s facility in the opinion of **BURNET** Sheriff, **CORYELL** will be requested to remove said inmate from **BURNET**'s 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.
6. **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 record keeping will continue to be the responsibility of **CORYELL**. It will be the responsibility of **CORYELL** to notify **BURNET** of any discharge date for an inmate at least two (2) calendar days before such date unless notification was not reasonably possible. **BURNET** will release inmates of **CORYELL** only when such release is specifically requested in writing by **CORYELL** Sheriff. However, it is agreed that the preferred and usual course of dealing between the parties shall be for **BURNET** to return inmates to the **CORYELL** Jail shortly before the discharge date and for to discharge the inmate from the **CORYELL** Jail. **CORYELL** accepts all responsibility for the calculations and determinations set forth above and for providing **BURNET** notice of the same, and to the extent allowed by law, shall indemnify and hold harmless **BURNET** from all liability or expenses of any kind arising there from. **CORYELL** is responsible for all paperwork and arrangements for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.

7. **BONDING / RELEASE:** - All inmates held for **CORYELL** will be required to bond in **CORYELL** County. **CORYELL** County will then send **BURNET** a TTY stating that the inmate has been bonded and **CORYELL** 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 BURNET: **BURNET COUNTY**
James Oakley, County Judge
220 S. Pierce Street
Burnet, Texas 78611

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

To CORYELL: **CORYELL COUNTY**
Roger A. Miller, County Judge
800 E. Main St. Suite A
Gatesville, Texas 76528

Copy to: Sheriff Scott Williams
510 Leon St.
Gatesville, Texas 76528

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.

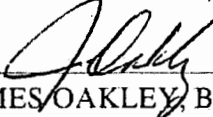
3. **AMENDMENTS:** This Agreement will not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the commissioners' courts of the respective parties hereto.
4. **PRIOR AGREEMENTS:** This Agreement contains all of the agreements and undertakings, either oral or written, of 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, 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. **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 is 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:

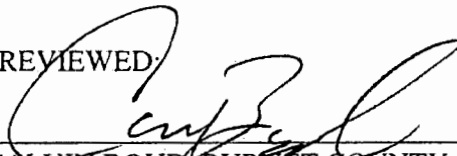
BURNET COUNTY, TEXAS:


JAMES OAKLEY, BURNET COUNTY JUDGE

ATTEST:

Date: _____

REVIEWED:

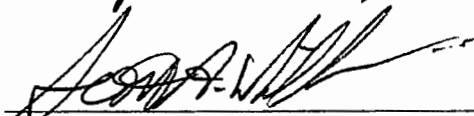

CALVIN BOYD, BURNET COUNTY SHERIFF

Date: _____


JANET PARKER, COUNTY CLERK

CORYELL COUNTY, TEXAS:


ROGER A. MILLER, CORYELL COUNTY JUDGE
Date: September 23, 2019


SCOTT WILLIAMS, CORYELL COUNTY SHERIFF
Date: 9-24-2019

STATE OF TEXAS §
 §
COUNTY OF BURNET §

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

This Inter-local Agreement is entered into by and 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 ECTOR 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 "**ECTOR**."

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, **BURNET** and **ECTOR** 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 **ECTOR** 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, 2019** and shall be effective through **SEPTEMBER 30, 2020**.
2. **RENEWAL:** This Agreement will automatically renew each October 1, provided **ECTOR** certifies current fiscal funds as available for the renewal. **BURNET** shall 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 **ECTOR** 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 **BURNET** impracticable or impossible, such as severe damage or destruction of **BURNET's** facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of **ECTOR** inmates.

ARTICLE II
DETENTION SERVICES

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

- 1. **PURPOSE:** **BURNET** shall provide housing and food to inmates presented by **ECTOR** who meet the following minimum criteria (as determined by the **BURNET** County Sheriff or his designee):
 - A. Inmate must be at least 18 years of age;
 - B. Inmate must be of good general health; and
 - C. Inmate with serious institutional behavior history (as defined by the **BURNET** disciplinary plan approved by the Texas Commission on Jail Standards) in the last 90 days will not be accepted.
- 2. **HOUSING AND CARE OF INMATES:** **BURNET** 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. **BURNET** 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 **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 **BURNET** facility staff, prescription drugs and treatment, or surgical, optic and dental care, and does not include the costs associated with the hospitalization of any inmate. **ECTOR** shall reimburse **BURNET** the amount spent for medical services of all **ECTOR** inmates, other than routine medical services included in the per-day rate.

4. **OFF-SITE SERVICES:** ECTOR COUNTY Sheriff or designee shall be informed of any ECTOR 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). BURNET will assist ECTOR to monitor utilization of off-site services by providing information about the course of an inmate's care and treatment. ECTOR may elect to retake and return to ECTOR 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 BURNET with the authority to arrange for the off-site provider to bill ECTOR for the costs of hospitalization and/or medical care for any ECTOR inmate. In the event direct billing is unavailable, ECTOR shall reimburse BURNET in accordance with the terms of this Agreement.
6. **MEDICAL RECORDS:** ECTOR agrees to provide BURNET with a copy of each inmate's medical dental and mental health record(s) for the purposes of continuity of care. BURNET agrees to maintain a confidential record of the health care of each inmate. ECTOR shall 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 each inmate's record shall be returned to ECTOR at the time each ECTOR inmate is returned.
7. **MEDICAL INVOICES:** ECTOR shall reimburse BURNET monthly for health care services and associated expenses for which ECTOR is responsible under this section. BURNET shall provide ECTOR with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
8. **INMATE MEDICAL REPORT:** Upon request from ECTOR, BURNET will provide an inmate report of health care provided.
9. **FACILITY INSPECTION:** BURNET agrees to allow periodic inspections of the facilities by ECTOR law enforcement personnel. The reports of state or federal inspections of the facilities will be provided to ECTOR upon request.
10. **TRANSPORTATION AND OFF-SITE SECURITY:** ECTOR is solely responsible for the transportation of inmates between the BURNET County Jail and the ECTOR Facility. BURNET agrees to provide ambulance and other transportation for ECTOR inmates to and from local off-site medical facilities and will invoice ECTOR in accordance with Article 2, Section 7.
11. **COURT APPEARANCES:** ECTOR shall be responsible for the transportation of ECTOR inmates to/from BURNET Jail. ECTOR will be responsible for the transportation of inmates for all court proceedings and hearings and during court appearances in ECTOR County.
12. **TRANSPORTATION TO TDCJ:** ECTOR is responsible for the transport of ECTOR inmates to the Texas Department of Criminal Justice, Institutional Division.
13. **GUARD SERVICE:** BURNET 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 \$40 per hour/per guard (minimum 2 guards per transport). BURNET shall provide ECTOR 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 **BURNET's** facilities. The parties may contract by written agreement to the provision of special programs.
15. **LOCATION AND OPERATION OF FACILITY:** **BURNET** shall provide the detention services described herein at the **BURNET** County Jail located in **BURNET**, Texas
16. **ADMITTING AND RELEASING:** **ECTOR** shall provide inmate biographical information and charge information for each inmate no less than 24 hours prior to the inmate's arrival at the **BURNET** County Jail. **BURNET** shall be responsible for the admitting and releasing of inmates placed in **BURNET's** facility. **BURNET** will maintain records of all such transactions in a manner agreed upon by **BURNET** and **ECTOR** provide such records to **ECTOR** upon request.
17. **RETURN OF INMATES TO ECTOR:** Upon demand by **ECTOR**, **BURNET** will relinquish to **ECTOR** physical custody of any inmate. Upon request by **BURNET**, **ECTOR** 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 forty five dollars (\$45.00) 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.
2. **BILLING PROCEDURE:** **BURNET** shall submit an itemized invoice for the services provided each month to **ECTOR**, in arrears. 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 **ECTOR**. **ECTOR** will make payment to **BURNET** within thirty (30) calendar days after receipt of the invoice. Payment will be in the name of **BURNET** County, Texas and will be remitted to:

BURNET COUNTY TREASURER
133 E. Jackson Street
Burnet, TX 78611

ARTICLE IV **ACCEPTANCE OF IMATES**

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 **ECTOR** inmates under this Agreement. Nothing herein will create any obligation upon **BURNET** to house **ECTOR** inmates where the housing of said **ECTOR** inmates will, in the opinion of **BURNET** Sheriff, raise the population of the facility above the permissible number of inmates allowed by law, or will, in the **BURNET** County 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 inmates housed at the facility. At any time that **BURNET** Sheriff determines that a condition exists at **BURNET's** facility necessitating the removal of **ECTOR** inmates, or any specified number thereof, **ECTOR** shall, upon notice by **BURNET** Sheriff to **ECTOR** Sheriff, immediately remove said inmates from the facility. **E C T O R** 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 standards of the Prison Rape Elimination Act. **BURNET** shall provide **ECTOR** 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 INCARCERATION AT THE FACILITY:** The only inmates of **ECTOR** eligible for incarceration at the facility under this Agreement are inmates eligible for incarceration in the facility in accordance with this Agreement and the state standards under both the Jail Commission approved custody assessment system in place at the **ECTOR** jail and pursuant to the custody assessment system in place at **BURNET**'s facility.
4. **CLASSIFICATION:** All inmates proposed by **ECTOR** to be transferred to **BURNET**'s facility under this Agreement must meet the eligibility requirement 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 **ECTOR** remove that inmate and, if possible, replace said inmate with an appropriate inmate of **ECTOR**.
5. **RESERVATION WITH REGARD 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** facility, and **ECTOR** shall cooperate with and provide information requested regarding any inmate by **BURNET** Sheriff. **BURNET** reserves the right to refuse acceptance of any inmate of **ECTOR**. Likewise, if any **ECTOR** inmate's behavior, medical or psychological condition, or other circumstance of reasonable concern to **BURNET** Sheriff makes the inmate unacceptable for continued incarceration in **BURNET**'s facility in the opinion of **BURNET** Sheriff, **ECTOR** will be requested to remove said inmate from **BURNET**'s 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.
6. **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 record keeping will continue to be the responsibility of **ECTOR**. It will be the responsibility of **ECTOR** to notify **BURNET** of any discharge date for an inmate at least two (2) calendar days before such date unless notification was not reasonably possible. **BURNET** will release inmates of **ECTOR** only when such release is specifically requested in writing by **ECTOR** Sheriff. However, it is agreed that the preferred and usual course of dealing between the parties shall be for **BURNET** to return inmates to the **ECTOR** Jail shortly before the discharge date and for to discharge the inmate from the **ECTOR** Jail. **ECTOR** accepts all responsibility for the calculations and determinations set forth above and for providing **BURNET** notice of the same, and to the extent allowed by law, shall indemnify and hold harmless **BURNET** from all liability or expenses of any kind arising there from. **ECTOR** is responsible for all paperwork and arrangements for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.
7. **BONDING / RELEASE:** – All inmates held for **ECTOR** will be required to bond in **ECTOR** County. **ECTOR** County will then send **BURNET** a TTY stating that the inmate has been bonded and **ECTOR** 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 BURNET: **BURNET COUNTY**
James Oakley, County Judge
220 S. Pierce Street
Burnet, Texas 78611

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

To ECTOR: **ECTOR COUNTY**
Debi Hays, County Judge
300 N Grant, Room 227
Odessa, Texas 79761

Copy to: Sheriff Mike Griffis
PO Box 2066
Odessa, Texas 79760

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 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, 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. **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 is 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:

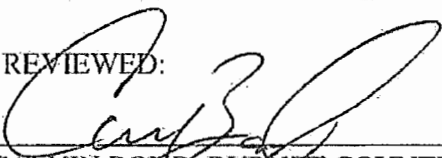
BURNET COUNTY, TEXAS:



JAMES OAKLEY, BURNET COUNTY JUDGE

ATTEST:

Date: 7-23-19

REVIEWED: 

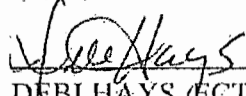
CALVIN BOYD, BURNET COUNTY SHERIFF



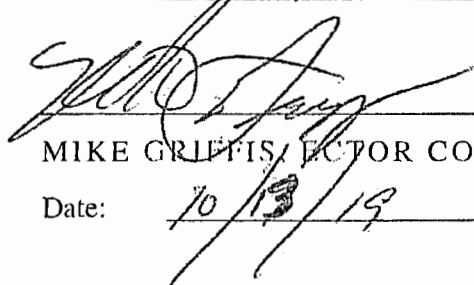
JANET PARKER, COUNTY CLERK

Date: _____

ECTOR COUNTY, TEXAS:



DEBI HAYS, ECTOR COUNTY JUDGE
Date: 10-3-19



MIKE GRIFFIS, ECTOR COUNTY SHERIFF
Date: 10/13/19

202

§

202

COUNTY OF BURNET §

202

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

This Inter-local Agreement is entered into by and 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 HAMILTON 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 "**HAMILTON**."

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, BURNET and HAMILTON 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 HAMILTON 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, 2019** and shall be effective through **SEPTEMBER 30, 2020**.
2. **RENEWAL:** This Agreement will automatically renew each October 1, provided **HAMILTON** certifies current fiscal funds as available for the renewal. **BURNET** shall 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 **HAMILTON** 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 **BURNET** impracticable or impossible, such as severe damage or destruction of **BURNET's** facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of **HAMILTON** inmates.

ARTICLE II
DETENTION SERVICES

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

- 1. **PURPOSE:** **BURNET** shall provide housing and food to inmates presented by **HAMILTON** who meet the following minimum criteria (as determined by the **BURNET** County Sheriff or his designee):
 - A. Inmate must be at least 18 years of age;
 - B. Inmate must be of good general health; and
 - C. Inmate with serious institutional behavior history (as defined by the **BURNET** disciplinary plan approved by the Texas Commission on Jail Standards) in the last 90 days will not be accepted.
- 2. **HOUSING AND CARE OF INMATES:** **BURNET** 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. **BURNET** 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 **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 **BURNET** facility staff, prescription drugs and treatment, or surgical, optic and dental care, and does not include the costs associated with the hospitalization of any inmate. **HAMILTON** shall reimburse **BURNET** the amount spent for medical services of all **HAMILTON** inmates, other than routine medical services included in the per-day rate.

4. **OFF-SITE SERVICES:** HAMILTON COUNTY Sheriff or designee shall be informed of any HAMILTON 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). BURNET will assist HAMILTON to monitor utilization of off-site services by providing information about the course of an inmate's care and treatment. HAMILTON may elect to retake and return to HAMILTON 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 BURNET with the authority to arrange for the off-site provider to bill HAMILTON for the costs of hospitalization and/or medical care for any HAMILTON inmate. In the event direct billing is unavailable, HAMILTON shall reimburse BURNET in accordance with the terms of this Agreement.
6. **MEDICAL RECORDS:** HAMILTON agrees to provide BURNET with a copy of each inmate's medical dental and mental health record(s) for the purposes of continuity of care. BURNET agrees to maintain a confidential record of the health care of each inmate. HAMILTON shall 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 each inmate's record shall be returned to HAMILTON at the time each HAMILTON inmate is returned.
7. **MEDICAL INVOICES:** HAMILTON shall reimburse BURNET monthly for health care services and associated expenses for which HAMILTON is responsible under this section. BURNET shall provide HAMILTON with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
8. **INMATE MEDICAL REPORT:** Upon request from HAMILTON, BURNET will provide an inmate report of health care provided.
9. **FACILITY INSPECTION:** BURNET agrees to allow periodic inspections of the facilities by HAMILTON law enforcement personnel. The reports of state or federal inspections of the facilities will be provided to HAMILTON upon request.
10. **TRANSPORTATION AND OFF-SITE SECURITY:** HAMILTON is solely responsible for the transportation of inmates between the BURNET County Jail and the HAMILTON Facility. BURNET agrees to provide ambulance and other transportation for HAMILTON inmates to and from local off-site medical facilities and will invoice HAMILTON in accordance with Article 2, Section 7.
11. **COURT APPEARANCES:** HAMILTON shall be responsible for the transportation of HAMILTON inmates to/from BURNET Jail. HAMILTON will be responsible for the transportation of inmates for all court proceedings and hearings and during court appearances in HAMILTON County.
12. **TRANSPORTATION TO TDCJ:** HAMILTON is responsible for the transport of HAMILTON inmates to the Texas Department of Criminal Justice, Institutional Division.
13. **GUARD SERVICE:** BURNET 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 \$40 per hour/per guard (minimum 2 guards per transport). BURNET shall provide HAMILTON 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 **BURNET's** facilities. The parties may contract by written agreement to the provision of special programs.
15. **LOCATION AND OPERATION OF FACILITY:** **BURNET** shall provide the detention services described herein at the **BURNET** County Jail located in **BURNET**, Texas
16. **ADMITTING AND RELEASING:** **HAMILTON** shall provide inmate biographical information and charge information for each inmate no less than 24 hours prior to the inmate's arrival at the **BURNET** County Jail. **BURNET** shall be responsible for the admitting and releasing of inmates placed in **BURNET's** facility. **BURNET** will maintain records of all such transactions in a manner agreed upon by **BURNET** and **HAMILTON** provide such records to **HAMILTON** upon request.
17. **RETURN OF INMATES TO HAMILTON:** Upon demand by **HAMILTON**, **BURNET** will relinquish to **HAMILTON** physical custody of any inmate. Upon request by **BURNET**, **HAMILTON** 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 forty five dollars (\$45.00) 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.
2. **BILLING PROCEDURE:** **BURNET** shall submit an itemized invoice for the services provided each month to **HAMILTON**, in arrears. 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 **HAMILTON**. **HAMILTON** will make payment to **BURNET** within thirty (30) calendar days after receipt of the invoice. Payment will be in the name of **BURNET** County, Texas and will be remitted to:

BURNET COUNTY TREASURER
133 E. Jackson Street
Burnet, TX 78611

ARTICLE IV **ACCEPTANCE OF IMATES**

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 **HAMILTON** inmates under this Agreement. Nothing herein will create any obligation upon **BURNET** to house **HAMILTON** inmates where the housing of said **HAMILTON** inmates will, in the opinion of **BURNET** Sheriff, raise the population of the facility above the permissible number of inmates allowed by law, or will, in the **BURNET** County 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 inmates housed at the facility. At any time that **BURNET** Sheriff determines that a condition exists at **BURNET's** facility necessitating the removal of **HAMILTON** inmates, or any specified number thereof, **HAMILTON** shall, upon notice by **BURNET** Sheriff to **HAMILTON** Sheriff, immediately remove said inmates from the facility. **HAMILTON** 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 standards of the Prison Rape Elimination Act. **BURNET** shall provide **HAMILTON** 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 INCARCERATION AT THE FACILITY:** The only inmates of **HAMILTON** eligible for incarceration at the facility under this Agreement are inmates eligible for incarceration in the facility in accordance with this Agreement and the state standards under both the Jail Commission approved custody assessment system in place at the **HAMILTON** jail and pursuant to the custody assessment system in place at **BURNET**'s facility.
4. **CLASSIFICATION:** All inmates proposed by **HAMILTON** to be transferred to **BURNET**'s facility under this Agreement must meet the eligibility requirement 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 **HAMILTON** remove that inmate and, if possible, replace said inmate with an appropriate inmate of **HAMILTON**.
5. **RESERVATION WITH REGARD 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** facility, and **HAMILTON** shall cooperate with and provide information requested regarding any inmate by **BURNET** Sheriff. **BURNET** reserves the right to refuse acceptance of any inmate of **HAMILTON**. Likewise, if any **HAMILTON** inmate's behavior, medical or psychological condition, or other circumstance of reasonable concern to **BURNET** Sheriff makes the inmate unacceptable for continued incarceration in **BURNET**'s facility in the opinion of **BURNET** Sheriff, **HAMILTON** will be requested to remove said inmate from **BURNET**'s 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.
6. **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 record keeping will continue to be the responsibility of **HAMILTON**. It will be the responsibility of **HAMILTON** to notify **BURNET** of any discharge date for an inmate at least two (2) calendar days before such date unless notification was not reasonably possible. **BURNET** will release inmates of **HAMILTON** only when such release is specifically requested in writing by **HAMILTON** Sheriff. However, it is agreed that the preferred and usual course of dealing between the parties shall be for **BURNET** to return inmates to the **HAMILTON** Jail shortly before the discharge date and for to discharge the inmate from the **HAMILTON** Jail. **HAMILTON** accepts all responsibility for the calculations and determinations set forth above and for providing **BURNET** notice of the same, and to the extent allowed by law, shall indemnify and hold harmless **BURNET** from all liability or expenses of any kind arising there from. **HAMILTON** is responsible for all paperwork and arrangements for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.

7. **BONDING / RELEASE:** – All inmates held for **HAMILTON** will be required to bond in **HAMILTON** County. **HAMILTON** County will then send **BURNET** a TTY stating that the inmate has been bonded and **HAMILTON** 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 BURNET: **BURNET COUNTY**
James Oakley, County Judge
220 S. Pierce Street
Burnet, Texas 78611

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

To HAMILTON: **HAMILTON COUNTY**
W. Mark Tynes, County Judge
102 N. Rice, Suite 124
Hamilton, Texas 76531

Copy to: Sheriff Justin Caraway
1108 S. Rice
Hamilton, Texas 76531

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.

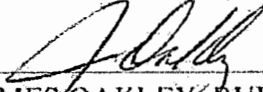
3. **AMENDMENTS:** This Agreement will not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the commissioners' courts of the respective parties hereto.
4. **PRIOR AGREEMENTS:** This Agreement contains all of the agreements and undertakings, either oral or written, of 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, 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. **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 is 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:

BURNET COUNTY, TEXAS:

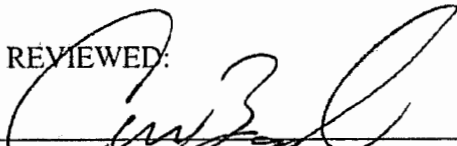


JAMES OAKLEY, BURNET COUNTY JUDGE

ATTEST:

Date: 7-23-19

REVIEWED:



CALVIN BOYD, BURNET COUNTY SHERIFF



JANET PARKER, COUNTY CLERK

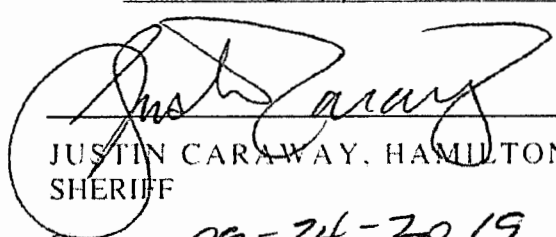
Date: _____

HAMILTON COUNTY, TEXAS:



W. MARK TYNES, HAMILTON COUNTY JUDGE

Date: 9-18-19



JUSTIN CARAWAY, HAMILTON COUNTY SHERIFF

Date: 09-24-2019

STATE OF TEXAS §
 §
COUNTY OF BURNET §

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

This Inter-local Agreement is entered into by and 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 HAYS 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 "HAYS."

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, BURNET and HAYS 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 HAYS 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, 2019** and shall be effective through **SEPTEMBER 30, 2020**.
2. **RENEWAL:** This Agreement will automatically renew each October 1, provided **HAYS** certifies current fiscal funds as available for the renewal. **BURNET** shall 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 **HAYS** 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 **BURNET** impracticable or impossible, such as severe damage or destruction of **BURNET**'s facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of **HAYS** inmates.

ARTICLE II
DETENTION SERVICES

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

- 1. **PURPOSE:** **BURNET** shall provide housing and food to inmates presented by **HAYS** who meet the following minimum criteria (as determined by the **BURNET** County Sheriff or his designee):
 - A. Inmate must be at least 18 years of age;
 - B. Inmate must be of good general health; and
 - C. Inmate with serious institutional behavior history (as defined by the **BURNET** disciplinary plan approved by the Texas Commission on Jail Standards) in the last 90 days will not be accepted.
- 2. **HOUSING AND CARE OF INMATES:** **BURNET** 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. **BURNET** 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 **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 **BURNET** facility staff, prescription drugs and treatment, or surgical, optic and dental care, and does not include the costs associated with the hospitalization of any inmate. **HAYS** shall reimburse **BURNET** the amount spent for medical services of all **HAYS** inmates, other than routine medical services included in the per-day rate.

4. **OFF-SITE SERVICES:** HAYS COUNTY Sheriff or designee shall be informed of any HAYS 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). BURNET will assist HAYS to monitor utilization of off-site services by providing information about the course of an inmate's care and treatment. HAYS may elect to retake and return to HAYS 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 BURNET with the authority to arrange for the off-site provider to bill HAYS for the costs of hospitalization and/or medical care for any HAYS inmate. In the event direct billing is unavailable, HAYS shall reimburse BURNET in accordance with the terms of this Agreement.
6. **MEDICAL RECORDS:** HAYS agrees to provide BURNET with a copy of each inmate's medical dental and mental health record(s) for the purposes of continuity of care. BURNET agrees to maintain a confidential record of the health care of each inmate. HAYS shall 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 each inmate's record shall be returned to HAYS at the time each HAYS inmate is returned.
7. **MEDICAL INVOICES:** HAYS shall reimburse BURNET monthly for health care services and associated expenses for which HAYS is responsible under this section. BURNET shall provide HAYS with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
8. **INMATE MEDICAL REPORT:** Upon request from HAYS, BURNET will provide an inmate report of health care provided.
9. **FACILITY INSPECTION:** BURNET agrees to allow periodic inspections of the facilities by HAYS law enforcement personnel. The reports of state or federal inspections of the facilities will be provided to HAYS upon request.
10. **TRANSPORTATION AND OFF-SITE SECURITY:** HAYS is solely responsible for the transportation of inmates between the BURNET County Jail and the HAYS Facility. BURNET agrees to provide ambulance and other transportation for HAYS inmates to and from local off-site medical facilities and will invoice HAYS in accordance with Article 2, Section 7.
11. **COURT APPEARANCES:** HAYS shall be responsible for the transportation of HAYS inmates to/from BURNET Jail. HAYS will be responsible for the transportation of inmates for all court proceedings and hearings and during court appearances in HAYS County.
12. **TRANSPORTATION TO TDCJ:** HAYS is responsible for the transport of HAYS inmates to the Texas Department of Criminal Justice, Institutional Division.
13. **GUARD SERVICE:** BURNET 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 \$40 per hour/per guard (minimum 2 guards per transport). BURNET shall provide HAYS 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 BURNET's facilities. The parties may contract by written agreement to the provision of special programs.
15. **LOCATION AND OPERATION OF FACILITY:** BURNET shall provide the detention services described herein at the BURNET County Jail located in BURNET, Texas
16. **ADMITTING AND RELEASING:** HAYS shall provide inmate biographical information and charge information for each inmate no less than 24 hours prior to the inmate's arrival at the BURNET County Jail. BURNET shall be responsible for the admitting and releasing of inmates placed in BURNET's facility. BURNET will maintain records of all such transactions in a manner agreed upon by BURNET and HAYS provide such records to HAYS upon request.
17. **RETURN OF INMATES TO HAYS:** Upon demand by HAYS, BURNET will relinquish to HAYS physical custody of any inmate. Upon request by BURNET, HAYS 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 forty five dollars (\$45.00) 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.
2. **BILLING PROCEDURE:** BURNET shall submit an itemized invoice for the services provided each month to HAYS, in arrears. 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 HAYS. HAYS will make payment to BURNET within thirty (30) calendar days after receipt of the invoice. Payment will be in the name of BURNET County, Texas and will be remitted to:

BURNET COUNTY TREASURER
133 E. Jackson Street
Burnet, TX 78611

ARTICLE IV **ACCEPTANCE OF IMATES**

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 HAYS inmates under this Agreement. Nothing herein will create any obligation upon BURNET to house HAYS inmates where the housing of said HAYS inmates will, in the opinion of BURNET Sheriff, raise the population of the facility above the permissible number of inmates allowed by law, or will, in the BURNET County 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 inmates housed at the facility. At any time that BURNET Sheriff determines that a condition exists at BURNET's facility necessitating the removal of HAYS inmates, or any specified number thereof, HAYS shall, upon notice by BURNET Sheriff to HAYS Sheriff, immediately remove said inmates from the facility. HAYS 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 standards of the Prison Rape Elimination Act. **BURNET** shall provide **HAYS** 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 INCARCERATION AT THE FACILITY:** The only inmates of **HAYS** eligible for incarceration at the facility under this Agreement are inmates eligible for incarceration in the facility in accordance with this Agreement and the state standards under both the Jail Commission approved custody assessment system in place at the **HAYS** jail and pursuant to the custody assessment system in place at **BURNET**'s facility.
4. **CLASSIFICATION:** All inmates proposed by **HAYS** to be transferred to **BURNET**'s facility under this Agreement must meet the eligibility requirement 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 **HAYS** remove that inmate and, if possible, replace said inmate with an appropriate inmate of **HAYS**.
5. **RESERVATION WITH REGARD 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** facility, and **HAYS** shall cooperate with and provide information requested regarding any inmate by **BURNET** Sheriff. **BURNET** reserves the right to refuse acceptance of any inmate of **HAYS**. Likewise, if any **HAYS** inmate's behavior, medical or psychological condition, or other circumstance of reasonable concern to **BURNET** Sheriff makes the inmate unacceptable for continued incarceration in **BURNET**'s facility in the opinion of **BURNET** Sheriff, **HAYS** will be requested to remove said inmate from **BURNET**'s 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.
6. **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 record keeping will continue to be the responsibility of **HAYS**. It will be the responsibility of **HAYS** to notify **BURNET** of any discharge date for an inmate at least two (2) calendar days before such date unless notification was not reasonably possible. **BURNET** will release inmates of **HAYS** only when such release is specifically requested in writing by **HAYS** Sheriff. However, it is agreed that the preferred and usual course of dealing between the parties shall be for **BURNET** to return inmates to the **HAYS** Jail shortly before the discharge date and for to discharge the inmate from the **HAYS** Jail. **HAYS** accepts all responsibility for the calculations and determinations set forth above and for providing **BURNET** notice of the same, and to the extent allowed by law, shall indemnify and hold harmless **BURNET** from all liability or expenses of any kind arising there from. **HAYS** is responsible for all paperwork and arrangements for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.
7. **BONDING / RELEASE:** – All inmates held for **HAYS** will be required to bond in **HAYS** County. **HAYS** County will then send **BURNET** a TTY stating that the inmate has been bonded and **HAYS** 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 BURNET: **BURNET COUNTY**
James Oakley, County Judge
220 S. Pierce Street
Burnet, Texas 78611

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

To HAYS: **HAYS COUNTY**
Ruben Becerra, County Judge
111 E. San Antonio St., Suite 300
San Marcos, Texas 78666

Copy to: Sheriff Gary Cutler
1307 Uhland Road
San Marcos, Texas 78666

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 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, 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. **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 is 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:

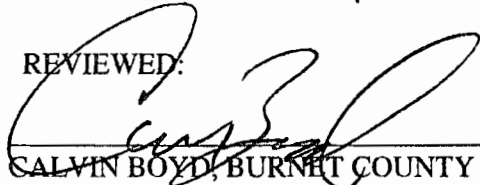
BURNET COUNTY, TEXAS:


JAMES OAKLEY, BURNET COUNTY JUDGE

ATTEST:

Date: 7-23-19

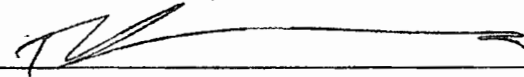
REVIEWED:


CALVIN BOYD, BURNET COUNTY SHERIFF

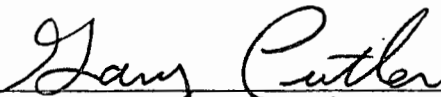
Date: _____


JANET PARKER, COUNTY CLERK

HAYS COUNTY, TEXAS:


RUBEN BECERRA, HAYS COUNTY JUDGE

Date: 10-1-19


GARY CUTLER, HAYS COUNTY SHERIFF

Date: 10/1/2019

STATE OF TEXAS §
§
COUNTY OF BURNET §

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

This Inter-local Agreement is entered into by and 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 KIMBLE 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 "**KIMBLE**."

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, BURNET and KIMBLE 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 KIMBLE 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, 2019** and shall be effective through **SEPTEMBER 30, 2020**.
2. **RENEWAL:** This Agreement will automatically renew each October 1, provided **KIMBLE** certifies current fiscal funds as available for the renewal. **BURNET** shall 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 **KIMBLE** 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 **BURNET** impracticable or impossible, such as severe damage or destruction of **BURNET's** facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of **KIMBLE** inmates.

ARTICLE II
DETENTION SERVICES

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

- 1. **PURPOSE:** **BURNET** shall provide housing and food to inmates presented by **KIMBLE** who meet the following minimum criteria (as determined by the **BURNET** County Sheriff or his designee):
 - A. Inmate must be at least 18 years of age;
 - B. Inmate must be of good general health; and
 - C. Inmate with serious institutional behavior history (as defined by the **BURNET** disciplinary plan approved by the Texas Commission on Jail Standards) in the last 90 days will not be accepted.
- 2. **HOUSING AND CARE OF INMATES:** **BURNET** 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. **BURNET** 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 **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 **BURNET** facility staff, prescription drugs and treatment, or surgical, optic and dental care, and does not include the costs associated with the hospitalization of any inmate. **KIMBLE** shall reimburse **BURNET** the amount spent for medical services of all **KIMBLE** inmates, other than routine medical services included in the per-day rate.

4. **OFF-SITE SERVICES:** KIMBLE COUNTY Sheriff or designee shall be informed of any KIMBLE 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). BURNET will assist KIMBLE to monitor utilization of off-site services by providing information about the course of an inmate's care and treatment. KIMBLE may elect to retake and return to KIMBLE 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 BURNET with the authority to arrange for the off-site provider to bill KIMBLE for the costs of hospitalization and/or medical care for any KIMBLE inmate. In the event direct billing is unavailable, KIMBLE shall reimburse BURNET in accordance with the terms of this Agreement.
6. **MEDICAL RECORDS:** KIMBLE agrees to provide BURNET with a copy of each inmate's medical dental and mental health record(s) for the purposes of continuity of care. BURNET agrees to maintain a confidential record of the health care of each inmate. KIMBLE shall 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 each inmate's record shall be returned to KIMBLE at the time each KIMBLE inmate is returned.
7. **MEDICAL INVOICES:** KIMBLE shall reimburse BURNET monthly for health care services and associated expenses for which KIMBLE is responsible under this section. BURNET shall provide KIMBLE with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
8. **INMATE MEDICAL REPORT:** Upon request from KIMBLE, BURNET will provide an inmate report of health care provided.
9. **FACILITY INSPECTION:** BURNET agrees to allow periodic inspections of the facilities by KIMBLE law enforcement personnel. The reports of state or federal inspections of the facilities will be provided to KIMBLE upon request.
10. **TRANSPORTATION AND OFF-SITE SECURITY:** KIMBLE is solely responsible for the transportation of inmates between the BURNET County Jail and the KIMBLE Facility. BURNET agrees to provide ambulance and other transportation for KIMBLE inmates to and from local off-site medical facilities and will invoice KIMBLE in accordance with Article 2, Section 7.
11. **COURT APPEARANCES:** KIMBLE shall be responsible for the transportation of KIMBLE inmates to/from BURNET Jail. KIMBLE will be responsible for the transportation of inmates for all court proceedings and hearings and during court appearances in KIMBLE County.
12. **TRANSPORTATION TO TDCJ:** KIMBLE is responsible for the transport of KIMBLE inmates to the Texas Department of Criminal Justice, Institutional Division.
13. **GUARD SERVICE:** BURNET 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 \$40 per hour/per guard (minimum 2 guards per transport). BURNET shall provide KIMBLE 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 **BURNET's** facilities. The parties may contract by written agreement to the provision of special programs.
15. **LOCATION AND OPERATION OF FACILITY:** **BURNET** shall provide the detention services described herein at the **BURNET** County Jail located in **BURNET**, Texas
16. **ADMITTING AND RELEASING:** **KIMBLE** shall provide inmate biographical information and charge information for each inmate no less than 24 hours prior to the inmate's arrival at the **BURNET** County Jail. **BURNET** shall be responsible for the admitting and releasing of inmates placed in **BURNET's** facility. **BURNET** will maintain records of all such transactions in a manner agreed upon by **BURNET** and **KIMBLE** provide such records to **KIMBLE** upon request.
17. **RETURN OF INMATES TO KIMBLE:** Upon demand by **KIMBLE**, **BURNET** will relinquish to **KIMBLE** physical custody of any inmate. Upon request by **BURNET**, **KIMBLE** 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 forty five dollars (\$45.00) 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.
2. **BILLING PROCEDURE:** **BURNET** shall submit an itemized invoice for the services provided each month to **KIMBLE**, in arrears. 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 **KIMBLE**. **KIMBLE** will make payment to **BURNET** within thirty (30) calendar days after receipt of the invoice. Payment will be in the name of **BURNET** County, Texas and will be remitted to:

BURNET COUNTY TREASURER
133 E. Jackson Street
Burnet, TX 78611

ARTICLE IV **ACCEPTANCE OF IMATES**

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 **KIMBLE** inmates under this Agreement. Nothing herein will create any obligation upon **BURNET** to house **KIMBLE** inmates where the housing of said **KIMBLE** inmates will, in the opinion of **BURNET** Sheriff, raise the population of the facility above the permissible number of inmates allowed by law, or will, in the **BURNET** County 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 inmates housed at the facility. At any time that **BURNET** Sheriff determines that a condition exists at **BURNET's** facility necessitating the removal of **KIMBLE** inmates, or any specified number thereof, **KIMBLE** shall, upon notice by **BURNET** Sheriff to **KIMBLE** Sheriff, immediately remove said inmates from the facility. **KIMBLE** 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 standards of the Prison Rape Elimination Act. **BURNET** shall provide **KIMBLE** 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 INCARCERATION AT THE FACILITY:** The only inmates of **KIMBLE** eligible for incarceration at the facility under this Agreement are inmates eligible for incarceration in the facility in accordance with this Agreement and the state standards under both the Jail Commission approved custody assessment system in place at the **KIMBLE** jail and pursuant to the custody assessment system in place at **BURNET**'s facility.
4. **CLASSIFICATION:** All inmates proposed by **KIMBLE** to be transferred to **BURNET**'s facility under this Agreement must meet the eligibility requirement 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 **KIMBLE** remove that inmate and, if possible, replace said inmate with an appropriate inmate of **KIMBLE**.
5. **RESERVATION WITH REGARD 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** facility, and **KIMBLE** shall cooperate with and provide information requested regarding any inmate by **BURNET** Sheriff. **BURNET** reserves the right to refuse acceptance of any inmate of **KIMBLE**. Likewise, if any **KIMBLE** inmate's behavior, medical or psychological condition, or other circumstance of reasonable concern to **BURNET** Sheriff makes the inmate unacceptable for continued incarceration in **BURNET**'s facility in the opinion of **BURNET** Sheriff, **KIMBLE** will be requested to remove said inmate from **BURNET**'s 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.
6. **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 record keeping will continue to be the responsibility of **KIMBLE**. It will be the responsibility of **KIMBLE** to notify **BURNET** of any discharge date for an inmate at least two (2) calendar days before such date unless notification was not reasonably possible. **BURNET** will release inmates of **KIMBLE** only when such release is specifically requested in writing by **KIMBLE** Sheriff. However, it is agreed that the preferred and usual course of dealing between the parties shall be for **BURNET** to return inmates to the **KIMBLE** Jail shortly before the discharge date and for to discharge the inmate from the **KIMBLE** Jail. **KIMBLE** accepts all responsibility for the calculations and determinations set forth above and for providing **BURNET** notice of the same, and to the extent allowed by law, shall indemnify and hold harmless **BURNET** from all liability or expenses of any kind arising there from. **KIMBLE** is responsible for all paperwork and arrangements for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.
7. **BONDING / RELEASE:** – All inmates held for **KIMBLE** will be required to bond in **KIMBLE** County. **KIMBLE** County will then send **BURNET** a TTY stating that the inmate has been bonded and **KIMBLE** 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 BURNET: **BURNET COUNTY**
James Oakley, County Judge
220 S. Pierce Street
Burnet, Texas 78611

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

To KIMBLE: **KIMBLE COUNTY**
Delbert R. Roberts, County Judge
502 Main St.
Junction, Texas 76850

Copy to: Sheriff Hilario Cantu
415 Pecan Street
Junction, Texas 76849

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.

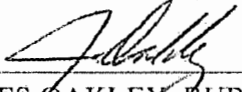
3. **AMENDMENTS:** This Agreement will not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the commissioners' courts of the respective parties hereto.
4. **PRIOR AGREEMENTS:** This Agreement contains all of the agreements and undertakings, either oral or written, of 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, 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. **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 is 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:

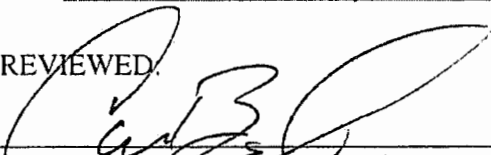
BURNET COUNTY, TEXAS:



JAMES OAKLEY, BURNET COUNTY JUDGE

ATTEST:

Date: 7-23-19

REVIEWED: 

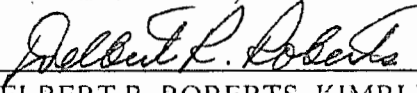
CALVIN BOYD, BURNET COUNTY SHERIFF



JANET PARKER, COUNTY CLERK

Date: _____

KIMBLE COUNTY, TEXAS:

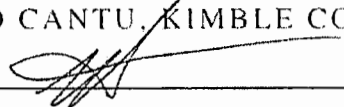


DELBERT R. ROBERTS, KIMBLE COUNTY JUDGE

Date: 9-23-19

SEPTEMBER 23, 2019

HILARIO CANTU, KIMBLE COUNTY SHERIFF

Date: 

STATE OF TEXAS §
 §
COUNTY OF BURNET §

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

This Inter-local Agreement is entered into by and 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 LAMPASAS 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 "**LAMPASAS**."

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, BURNET and LAMPASAS 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 LAMPASAS 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, 2019** and shall be effective through **SEPTEMBER 30, 2020**.
2. **RENEWAL:** This Agreement will automatically renew each October 1, provided **LAMPASAS** certifies current fiscal funds as available for the renewal. **BURNET** shall 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 **LAMPASAS** 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 **BURNET** impracticable or impossible, such as severe damage or destruction of **BURNET's** facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of **LAMPASAS** inmates.

ARTICLE II
DETENTION SERVICES

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

1. **PURPOSE:** **BURNET** shall provide housing and food to inmates presented by **LAMPASAS** who meet the following minimum criteria (as determined by the **BURNET** County Sheriff or his designee):
 - A. Inmate must be at least 18 years of age;
 - B. Inmate must be of good general health; and
 - C. Inmate with serious institutional behavior history (as defined by the **BURNET** disciplinary plan approved by the Texas Commission on Jail Standards) in the last 90 days will not be accepted.
2. **HOUSING AND CARE OF INMATES:** **BURNET** 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. **BURNET** 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 **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 **BURNET** facility staff, prescription drugs and treatment, or surgical, optic and dental care, and does not include the costs associated with the hospitalization of any inmate. **LAMPASAS** shall reimburse **BURNET** the amount spent for medical services of all **LAMPASAS** inmates, other than routine medical services included in the per-day rate.

4. **OFF-SITE SERVICES:** LAMPASAS COUNTY Sheriff or designee shall be informed of any LAMPASAS 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). BURNET will assist LAMPASAS to monitor utilization of off-site services by providing information about the course of an inmate's care and treatment. LAMPASAS may elect to retake and return to LAMPASAS 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 BURNET with the authority to arrange for the off-site provider to bill LAMPASAS for the costs of hospitalization and/or medical care for any LAMPASAS inmate. In the event direct billing is unavailable, LAMPASAS shall reimburse BURNET in accordance with the terms of this Agreement.
6. **MEDICAL RECORDS:** LAMPASAS agrees to provide BURNET with a copy of each inmate's medical dental and mental health record(s) for the purposes of continuity of care. BURNET agrees to maintain a confidential record of the health care of each inmate. LAMPASAS shall 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 each inmate's record shall be returned to LAMPASAS at the time each LAMPASAS inmate is returned.
7. **MEDICAL INVOICES:** LAMPASAS shall reimburse BURNET monthly for health care services and associated expenses for which LAMPASAS is responsible under this section. BURNET shall provide LAMPASAS with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
8. **INMATE MEDICAL REPORT:** Upon request from LAMPASAS, BURNET will provide an inmate report of health care provided.
9. **FACILITY INSPECTION:** BURNET agrees to allow periodic inspections of the facilities by LAMPASAS law enforcement personnel. The reports of state or federal inspections of the facilities will be provided to LAMPASAS upon request.
10. **TRANSPORTATION AND OFF-SITE SECURITY:** LAMPASAS is solely responsible for the transportation of inmates between the BURNET County Jail and the LAMPASAS Facility. BURNET agrees to provide ambulance and other transportation for LAMPASAS inmates to and from local off-site medical facilities and will invoice LAMPASAS in accordance with Article 2, Section 7.
11. **COURT APPEARANCES:** LAMPASAS shall be responsible for the transportation of LAMPASAS inmates to/from BURNET Jail. LAMPASAS will be responsible for the transportation of inmates for all court proceedings and hearings and during court appearances in LAMPASAS County.
12. **TRANSPORTATION TO TDCJ:** LAMPASAS is responsible for the transport of LAMPASAS inmates to the Texas Department of Criminal Justice, Institutional Division.
13. **GUARD SERVICE:** BURNET 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 \$40 per hour/per guard (minimum 2 guards per transport). BURNET shall provide LAMPASAS 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 **BURNET**'s facilities. The parties may contract by written agreement to the provision of special programs.
15. **LOCATION AND OPERATION OF FACILITY:** **BURNET** shall provide the detention services described herein at the **BURNET** County Jail located in **BURNET**, Texas
16. **ADMITTING AND RELEASING:** **LAMPASAS** shall provide inmate biographical information and charge information for each inmate no less than 24 hours prior to the inmate's arrival at the **BURNET** County Jail. **BURNET** shall be responsible for the admitting and releasing of inmates placed in **BURNET**'s facility. **BURNET** will maintain records of all such transactions in a manner agreed upon by **BURNET** and **LAMPASAS** provide such records to **LAMPASAS** upon request.
17. **RETURN OF INMATES TO LAMPASAS:** Upon demand by **LAMPASAS**, **BURNET** will relinquish to **LAMPASAS** physical custody of any inmate. Upon request by **BURNET**, **LAMPASAS** 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 forty five dollars (\$45.00) 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.
2. **BILLING PROCEDURE:** **BURNET** shall submit an itemized invoice for the services provided each month to **LAMPASAS**, in arrears. 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 **LAMPASAS**. **LAMPASAS** will make payment to **BURNET** within thirty (30) calendar days after receipt of the invoice. Payment will be in the name of **BURNET** County, Texas and will be remitted to:

BURNET COUNTY TREASURER
133 E. Jackson Street
Burnet, TX 78611

ARTICLE IV **ACCEPTANCE OF IMATES**

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 **LAMPASAS** inmates under this Agreement. Nothing herein will create any obligation upon **BURNET** to house **LAMPASAS** inmates where the housing of said **LAMPASAS** inmates will, in the opinion of **BURNET** Sheriff, raise the population of the facility above the permissible number of inmates allowed by law, or will, in the **BURNET** County 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 inmates housed at the facility. At any time that **BURNET** Sheriff determines that a condition exists at **BURNET**'s facility necessitating the removal of **LAMPASAS** inmates, or any specified number thereof, **LAMPASAS** shall, upon notice by **BURNET** Sheriff to **LAMPASAS** Sheriff, immediately remove said inmates from the facility. **LAMPASAS** 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 standards of the Prison Rape Elimination Act. **BURNET** shall provide **LAMPASAS** 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 INCARCERATION AT THE FACILITY:** The only inmates of **LAMPASAS** eligible for incarceration at the facility under this Agreement are inmates eligible for incarceration in the facility in accordance with this Agreement and the state standards under both the Jail Commission approved custody assessment system in place at the **LAMPASAS** jail and pursuant to the custody assessment system in place at **BURNET's** facility.
4. **CLASSIFICATION:** All inmates proposed by **LAMPASAS** to be transferred to **BURNET's** facility under this Agreement must meet the eligibility requirement 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 **LAMPASAS** remove that inmate and, if possible, replace said inmate with an appropriate inmate of **LAMPASAS**.
5. **RESERVATION WITH REGARD 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** facility, and **LAMPASAS** shall cooperate with and provide information requested regarding any inmate by **BURNET** Sheriff. **BURNET** reserves the right to refuse acceptance of any inmate of **LAMPASAS**. Likewise, if any **LAMPASAS** inmate's behavior, medical or psychological condition, or other circumstance of reasonable concern to **BURNET** Sheriff makes the inmate unacceptable for continued incarceration in **BURNET's** facility in the opinion of **BURNET** Sheriff, **LAMPASAS** will be requested to remove said inmate from **BURNET's** 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.
6. **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 record keeping will continue to be the responsibility of **LAMPASAS**. It will be the responsibility of **LAMPASAS** to notify **BURNET** of any discharge date for an inmate at least two (2) calendar days before such date unless notification was not reasonably possible. **BURNET** will release inmates of **LAMPASAS** only when such release is specifically requested in writing by **LAMPASAS** Sheriff. However, it is agreed that the preferred and usual course of dealing between the parties shall be for **BURNET** to return inmates to the **LAMPASAS** Jail shortly before the discharge date and for to discharge the inmate from the **LAMPASAS** Jail. **LAMPASAS** accepts all responsibility for the calculations and determinations set forth above and for providing **BURNET** notice of the same, and to the extent allowed by law, shall indemnify and hold harmless **BURNET** from all liability or expenses of any kind arising there from. **LAMPASAS** is responsible for all paperwork and arrangements for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.

7. **BONDING / RELEASE:** – All inmates held for **LAMPASAS** will be required to bond in **LAMPASAS** County. **LAMPASAS** County will then send **BURNET** a TTY stating that the inmate has been bonded and **LAMPASAS** 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 BURNET: **BURNET COUNTY**
James Oakley, County Judge
220 S. Pierce Street
Burnet, Texas 78611

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

To LAMPASAS: **LAMPASAS COUNTY**
Randall Hoyer, County Judge
501 E. 4th Street, Suite 103
Lampasas, Texas 76550

Copy to: Sheriff Jesus "Jess" G. Ramos
410 E. 4th St.
Lampasas, Texas 76550

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.

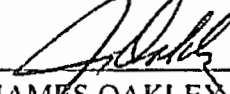
3. **AMENDMENTS:** This Agreement will not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the commissioners' courts of the respective parties hereto.
4. **PRIOR AGREEMENTS:** This Agreement contains all of the agreements and undertakings, either oral or written, of 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, 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. **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 is 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:

BURNET COUNTY, TEXAS:

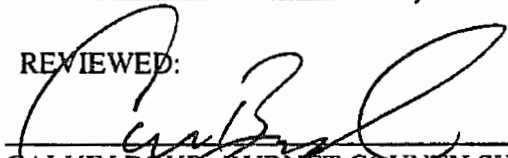


JAMES OAKLEY, BURNET COUNTY JUDGE

ATTEST:

Date: 7-23-19

REVIEWED:



CALVIN BOYD, BURNET COUNTY SHERIFF

Date: _____



JANET PARKER, COUNTY CLERK

LAMPASAS COUNTY, TEXAS:



RANDALL HOYER, LAMPASAS COUNTY
JUDGE

Date: 9/23/19



JESUS "JESS" G. RAMOS,
LAMPASAS COUNTY SHERIFF

Date: 09/23/2019

STATE OF TEXAS

§

COUNTY OF BURNET

§

§

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

This Inter-local Agreement is entered into by and 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 MCLENNAN 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 "MCLENNAN."

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, BURNET and MCLENNAN 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 MCLENNAN 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, 2019** and shall be effective through **SEPTEMBER 30, 2020**.
2. **RENEWAL:** This Agreement will automatically renew each October 1, provided **MCLENNAN** certifies current fiscal funds as available for the renewal. **BURNET** shall 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 **MCLENNAN** 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 **BURNET** impracticable or impossible, such as severe damage or destruction of **BURNET's** facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of **MCLENNAN** inmates.

ARTICLE II
DETENTION SERVICES

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

- 1. **PURPOSE:** **BURNET** shall provide housing and food to inmates presented by **MCLENNAN** who meet the following minimum criteria (as determined by the **BURNET** County Sheriff or his designee):
 - A. Inmate must be at least 18 years of age;
 - B. Inmate must be of good general health; and
 - C. Inmate with serious institutional behavior history (as defined by the **BURNET** disciplinary plan approved by the Texas Commission on Jail Standards) in the last 90 days will not be accepted.
- 2. **HOUSING AND CARE OF INMATES:** **BURNET** 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. **BURNET** 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 **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 **BURNET** facility staff, prescription drugs and treatment, or surgical, optic and dental care, and does not include the costs associated with the hospitalization of any inmate. **MCLENNAN** shall reimburse **BURNET** the amount spent for medical services of all **MCLENNAN** inmates, other than routine medical services included in the per-day rate.

4. **OFF-SITE SERVICES:** MCLENNAN COUNTY Sheriff or designee shall be informed of any MCLENNAN 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). BURNET will assist MCLENNAN to monitor utilization of off-site services by providing information about the course of an inmate's care and treatment. MCLENNAN may elect to retake and return to MCLENNAN 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 BURNET with the authority to arrange for the off-site provider to bill MCLENNAN for the costs of hospitalization and/or medical care for any MCLENNAN inmate. In the event direct billing is unavailable, MCLENNAN shall reimburse BURNET in accordance with the terms of this Agreement.
6. **MEDICAL RECORDS:** MCLENNAN agrees to provide BURNET with a copy of each inmate's medical dental and mental health record(s) for the purposes of continuity of care. BURNET agrees to maintain a confidential record of the health care of each inmate. MCLENNAN shall 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 each inmate's record shall be returned to MCLENNAN at the time each MCLENNAN inmate is returned.
7. **MEDICAL INVOICES:** MCLENNAN shall reimburse BURNET monthly for health care services and associated expenses for which MCLENNAN is responsible under this section. BURNET shall provide MCLENNAN with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
8. **INMATE MEDICAL REPORT:** Upon request from MCLENNAN, BURNET will provide an inmate report of health care provided.
9. **FACILITY INSPECTION:** BURNET agrees to allow periodic inspections of the facilities by MCLENNAN law enforcement personnel. The reports of state or federal inspections of the facilities will be provided to MCLENNAN upon request.
10. **TRANSPORTATION AND OFF-SITE SECURITY:** MCLENNAN is solely responsible for the transportation of inmates between the BURNET County Jail and the MCLENNAN Facility. BURNET agrees to provide ambulance and other transportation for MCLENNAN inmates to and from local off-site medical facilities and will invoice MCLENNAN in accordance with Article 2, Section 7.
11. **COURT APPEARANCES:** MCLENNAN shall be responsible for the transportation of MCLENNAN inmates to/from BURNET Jail. MCLENNAN will be responsible for the transportation of inmates for all court proceedings and hearings and during court appearances in MCLENNAN County.
12. **TRANSPORTATION TO TDCJ:** MCLENNAN is responsible for the transport of MCLENNAN inmates to the Texas Department of Criminal Justice, Institutional Division.
13. **GUARD SERVICE:** BURNET 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 \$40 per hour/per guard (minimum 2 guards per transport). BURNET shall provide MCLENNAN 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 BURNET's facilities. The parties may contract by written agreement to the provision of special programs.
15. **LOCATION AND OPERATION OF FACILITY:** BURNET shall provide the detention services described herein at the BURNET County Jail located in BURNET, Texas
16. **ADMITTING AND RELEASING:** MCLENNAN shall provide inmate biographical information and charge information for each inmate no less than 24 hours prior to the inmate's arrival at the BURNET County Jail. BURNET shall be responsible for the admitting and releasing of inmates placed in BURNET's facility. BURNET will maintain records of all such transactions in a manner agreed upon by BURNET and MCLENNAN provide such records to MCLENNAN upon request.
17. **RETURN OF INMATES TO MCLENNAN:** Upon demand by MCLENNAN, BURNET will relinquish to MCLENNAN physical custody of any inmate. Upon request by BURNET, MCLENNAN 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 forty five dollars (\$45.00) 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.
2. **BILLING PROCEDURE:** BURNET shall submit an itemized invoice for the services provided each month to MCLENNAN, in arrears. 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 MCLENNAN. MCLENNAN will make payment to BURNET within thirty (30) calendar days after receipt of the invoice. Payment will be in the name of BURNET County, Texas and will be remitted to:

BURNET COUNTY TREASURER
133 E. Jackson Street
Burnet, TX 78611

ARTICLE IV **ACCEPTANCE OF IMATES**

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 MCLENNAN inmates under this Agreement. Nothing herein will create any obligation upon BURNET to house MCLENNAN inmates where the housing of said MCLENNAN inmates will, in the opinion of BURNET Sheriff, raise the population of the facility above the permissible number of inmates allowed by law, or will, in the BURNET County 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 inmates housed at the facility. At any time that BURNET Sheriff determines that a condition exists at BURNET's facility necessitating the removal of MCLENNAN inmates, or any specified number thereof, MCLENNAN shall, upon notice by BURNET Sheriff to MCLENNAN Sheriff, immediately remove said inmates from the facility. MCLENNAN 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 standards of the Prison Rape Elimination Act. **BURNET** shall provide **MCLENNAN** 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 INCARCERATION AT THE FACILITY:** The only inmates of **MCLENNAN** eligible for incarceration at the facility under this Agreement are inmates eligible for incarceration in the facility in accordance with this Agreement and the state standards under both the Jail Commission approved custody assessment system in place at the **MCLENNAN** jail and pursuant to the custody assessment system in place at **BURNET**'s facility.
4. **CLASSIFICATION:** All inmates proposed by **MCLENNAN** to be transferred to **BURNET**'s facility under this Agreement must meet the eligibility requirement 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 **MCLENNAN** remove that inmate and, if possible, replace said inmate with an appropriate inmate of **MCLENNAN**.
5. **RESERVATION WITH REGARD 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** facility, and **MCLENNAN** shall cooperate with and provide information requested regarding any inmate by **BURNET** Sheriff. **BURNET** reserves the right to refuse acceptance of any inmate of **MCLENNAN**. Likewise, if any **MCLENNAN** inmate's behavior, medical or psychological condition, or other circumstance of reasonable concern to **BURNET** Sheriff makes the inmate unacceptable for continued incarceration in **BURNET**'s facility in the opinion of **BURNET** Sheriff, **MCLENNAN** will be requested to remove said inmate from **BURNET**'s 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.
6. **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 record keeping will continue to be the responsibility of **MCLENNAN**. It will be the responsibility of **MCLENNAN** to notify **BURNET** of any discharge date for an inmate at least two (2) calendar days before such date unless notification was not reasonably possible. **BURNET** will release inmates of **MCLENNAN** only when such release is specifically requested in writing by **MCLENNAN** Sheriff. However, it is agreed that the preferred and usual course of dealing between the parties shall be for **BURNET** to return inmates to the **MCLENNAN** Jail shortly before the discharge date and for to discharge the inmate from the **MCLENNAN** Jail. **MCLENNAN** accepts all responsibility for the calculations and determinations set forth above and for providing **BURNET** notice of the same, and to the extent allowed by law, shall indemnify and hold harmless **BURNET** from all liability or expenses of any kind arising there from. **MCLENNAN** is responsible for all paperwork and arrangements for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.

7. **BONDING / RELEASE:** – All inmates held for **MCLENNAN** will be required to bond in **MCLENNAN** County. **MCLENNAN** County will then send **BURNET** a TTY stating that the inmate has been bonded and **MCLENNAN** 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 **BURNET:** **BURNET COUNTY**
James Oakley, County Judge
220 S. Pierce Street
Burnet, Texas 78611

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

To **MCLENNAN:** **MCLENNAN COUNTY**
Scott Felton, County Judge
501 Washington Ave., Room 214
Waco, Texas 76701

Copy to: Sheriff Parnell McNamara
901 Washington Avenue
Waco, Texas 76701

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.

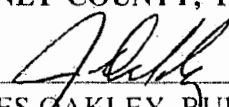
3. **AMENDMENTS:** This Agreement will not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the commissioners' courts of the respective parties hereto.
4. **PRIOR AGREEMENTS:** This Agreement contains all of the agreements and undertakings, either oral or written, of 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, 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. **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 is 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

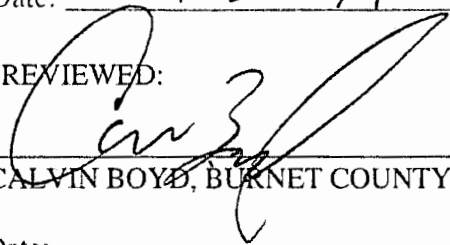
In Testimony and Witness of which this Agreement has been executed in duplicate originals as follows:

BURNET COUNTY, TEXAS:


JAMES OAKLEY, BURNET COUNTY JUDGE

Date: 7-23-19

REVIEWED:

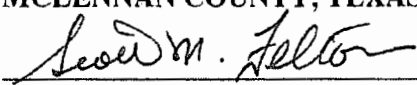

CALVIN BOYD, BURNET COUNTY SHERIFF

Date: _____

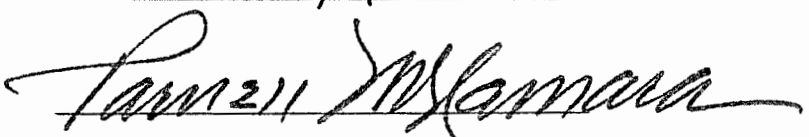
ATTEST:


JANET PARKER, COUNTY CLERK

MCLENNAN COUNTY, TEXAS:


SCOTT FELTON, MCLENNAN COUNTY JUDGE

Date: 10/1/19


PARNELL McNAMARA, MCLENNAN COUNTY SHERIFF

Date: 10/8/19

STATE OF TEXAS

COUNTY OF BURNET

22

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

This Inter-local Agreement is entered into by and 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 MCCULLOCH 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 "**MCCULLOCH**."

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, BURNET and MCCULLOCH 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 MCCULLOCH 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, 2019** and shall be effective through **SEPTEMBER 30, 2020**.
2. **RENEWAL:** This Agreement will automatically renew each October 1, provided **MCCULLOCH** certifies current fiscal funds as available for the renewal. **BURNET** shall 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 **MCCULLOCH** 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 **BURNET** impracticable or impossible, such as severe damage or destruction of **BURNET's** facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of **MCCULLOCH** inmates.

ARTICLE II
DETENTION SERVICES

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

- 1. **PURPOSE:** **BURNET** shall provide housing and food to inmates presented by **MCCULLOCH** who meet the following minimum criteria (as determined by the **BURNET** County Sheriff or his designee):
 - A. Inmate must be at least 18 years of age;
 - B. Inmate must be of good general health; and
 - C. Inmate with serious institutional behavior history (as defined by the **BURNET** disciplinary plan approved by the Texas Commission on Jail Standards) in the last 90 days will not be accepted.
- 2. **HOUSING AND CARE OF INMATES:** **BURNET** 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. **BURNET** 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 **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 **BURNET** facility staff, prescription drugs and treatment, or surgical, optic and dental care, and does not include the costs associated with the hospitalization of any inmate. **MCCULLOCH** shall reimburse **BURNET** the amount spent for medical services of all **MCCULLOCH** inmates, other than routine medical services included in the per-day rate.

4. **OFF-SITE SERVICES:** MCCULLOCH COUNTY Sheriff or designee shall be informed of any MCCULLOCH 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). BURNET will assist MCCULLOCH to monitor utilization of off-site services by providing information about the course of an inmate's care and treatment. MCCULLOCH may elect to retake and return to MCCULLOCH 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 BURNET with the authority to arrange for the off-site provider to bill MCCULLOCH for the costs of hospitalization and/or medical care for any MCCULLOCH inmate. In the event direct billing is unavailable, MCCULLOCH shall reimburse BURNET in accordance with the terms of this Agreement.
6. **MEDICAL RECORDS:** MCCULLOCH agrees to provide BURNET with a copy of each inmate's medical dental and mental health record(s) for the purposes of continuity of care. BURNET agrees to maintain a confidential record of the health care of each inmate. MCCULLOCH shall 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 each inmate's record shall be returned to MCCULLOCH at the time each MCCULLOCH inmate is returned.
7. **MEDICAL INVOICES:** MCCULLOCH shall reimburse BURNET monthly for health care services and associated expenses for which MCCULLOCH is responsible under this section. BURNET shall provide MCCULLOCH with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
8. **INMATE MEDICAL REPORT:** Upon request from MCCULLOCH, BURNET will provide an inmate report of health care provided.
9. **FACILITY INSPECTION:** BURNET agrees to allow periodic inspections of the facilities by MCCULLOCH law enforcement personnel. The reports of state or federal inspections of the facilities will be provided to MCCULLOCH upon request.
10. **TRANSPORTATION AND OFF-SITE SECURITY:** MCCULLOCH is solely responsible for the transportation of inmates between the BURNET County Jail and the MCCULLOCH Facility. BURNET agrees to provide ambulance and other transportation for MCCULLOCH inmates to and from local off-site medical facilities and will invoice MCCULLOCH in accordance with Article 2, Section 7.
11. **COURT APPEARANCES:** MCCULLOCH shall be responsible for the transportation of MCCULLOCH inmates to/from BURNET Jail. MCCULLOCH will be responsible for the transportation of inmates for all court proceedings and hearings and during court appearances in MCCULLOCH County.
12. **TRANSPORTATION TO TDCJ:** MCCULLOCH is responsible for the transport of MCCULLOCH inmates to the Texas Department of Criminal Justice, Institutional Division.
13. **GUARD SERVICE:** BURNET 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 \$40 per hour/per guard (minimum 2 guards per transport). BURNET shall provide MCCULLOCH 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 BURNET's facilities. The parties may contract by written agreement to the provision of special programs.

15. **LOCATION AND OPERATION OF FACILITY:** BURNET shall provide the detention services described herein at the BURNET County Jail located in BURNET, Texas
16. **ADMITTING AND RELEASING:** MCCULLOCH shall provide inmate biographical information and charge information for each inmate no less than 24 hours prior to the inmate's arrival at the BURNET County Jail. BURNET shall be responsible for the admitting and releasing of inmates placed in BURNET's facility. BURNET will maintain records of all such transactions in a manner agreed upon by BURNET and MCCULLOCH provide such records to MCCULLOCH upon request.
17. **RETURN OF INMATES TO MCCULLOCH:** Upon demand by MCCULLOCH, BURNET will relinquish to MCCULLOCH physical custody of any inmate. Upon request by BURNET, MCCULLOCH 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 forty five dollars (\$45.00) 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.
2. **BILLING PROCEDURE:** BURNET shall submit an itemized invoice for the services provided each month to MCCULLOCH, in arrears. 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 MCCULLOCH. MCCULLOCH will make payment to BURNET within thirty (30) calendar days after receipt of the invoice. Payment will be in the name of BURNET County, Texas and will be remitted to:

BURNET COUNTY TREASURER
133 E. Jackson Street
Burnet, TX 78611

ARTICLE IV **ACCEPTANCE OF IMATES**

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 MCCULLOCH inmates under this Agreement. Nothing herein will create any obligation upon BURNET to house MCCULLOCH inmates where the housing of said MCCULLOCH inmates will, in the opinion of BURNET Sheriff, raise the population of the facility above the permissible number of inmates allowed by law, or will, in the BURNET County 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 inmates housed at the facility. At any time that BURNET Sheriff determines that a condition exists at BURNET's facility necessitating the removal of MCCULLOCH inmates, or any specified number thereof, MCCULLOCH shall, upon notice by BURNET Sheriff to MCCULLOCH Sheriff, immediately remove said inmates from the facility. MCCULLOCH 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 standards of the Prison Rape Elimination Act. **BURNET** shall provide **MCCULLOCH** with access for contract monitoring as described in Section 15.12 (b) to ensure that **BURNET** is complying with the PREA standards in the provision of services under this Agreement.
3. **ELIGIBILITY FOR INCARCERATION AT THE FACILITY:** The only inmates of **MCCULLOCH** eligible for incarceration at the facility under this Agreement are inmates eligible for incarceration in the facility in accordance with this Agreement and the state standards under both the Jail Commission approved custody assessment system in place at the **MCCULLOCH** jail and pursuant to the custody assessment system in place at **BURNET**'s facility.
4. **CLASSIFICATION:** All inmates proposed by **MCCULLOCH** to be transferred to **BURNET**'s facility under this Agreement must meet the eligibility requirement 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 **MCCULLOCH** remove that inmate and, if possible, replace said inmate with an appropriate inmate of **MCCULLOCH**.
5. **RESERVATION WITH REGARD 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** facility, and **MCCULLOCH** shall cooperate with and provide information requested regarding any inmate by **BURNET** Sheriff. **BURNET** reserves the right to refuse acceptance of any inmate of **MCCULLOCH**. Likewise, if any **MCCULLOCH** inmate's behavior, medical or psychological condition, or other circumstance of reasonable concern to **BURNET** Sheriff makes the inmate unacceptable for continued incarceration in **BURNET**'s facility in the opinion of **BURNET** Sheriff, **MCCULLOCH** will be requested to remove said inmate from **BURNET**'s 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.
6. **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 record keeping will continue to be the responsibility of **MCCULLOCH**. It will be the responsibility of **MCCULLOCH** to notify **BURNET** of any discharge date for an inmate at least two (2) calendar days before such date unless notification was not reasonably possible. **BURNET** will release inmates of **MCCULLOCH** only when such release is specifically requested in writing by **MCCULLOCH** Sheriff. However, it is agreed that the preferred and usual course of dealing between the parties shall be for **BURNET** to return inmates to the **MCCULLOCH** Jail shortly before the discharge date and for to discharge the inmate from the **MCCULLOCH** Jail. **MCCULLOCH** accepts all responsibility for the calculations and determinations set forth above and for providing **BURNET** notice of the same, and to the extent allowed by law, shall indemnify and hold harmless **BURNET** from all liability or expenses of any kind arising there from. **MCCULLOCH** is responsible for all paperwork and arrangements for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.

7. **BONDING / RELEASE:** – All inmates held for **MCCULLOCH** will be required to bond in **MCCULLOCH** County. **MCCULLOCH** County will then send **BURNET** a TTY stating that the inmate has been bonded and **MCCULLOCH** 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 BURNET: **BURNET COUNTY**
James Oakley, County Judge
220 S. Pierce Street
Burnet, Texas 78611

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

To McCULLOCH: **MCCULLOCH COUNTY**
Bill Spiller, County Judge
199 County Courthouse, Room 302
Brady, Texas 76825

Copy to: Sheriff John Dagen
300 W. Main Street
Brady, Texas 76825

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 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, 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. **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 is 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

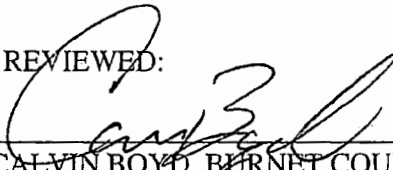
In Testimony and Witness of which this Agreement has been executed in duplicate originals as follows:

BURNET COUNTY, TEXAS:


JAMES OAKLEY, BURNET COUNTY JUDGE

Date: 7-23-19

REVIEWED:

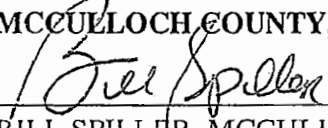

CALVIN BOYD, BURNET COUNTY SHERIFF

Date: _____

ATTEST:


JANET PARKER, COUNTY CLERK

MCCULLOCH COUNTY, TEXAS:


BILL SPILLER, MCCULLOCH COUNTY JUDGE

Date: 9-23-19


JOHN DAGEN, MCCULLOCH COUNTY SHERIFF

Date: 9/23/19

STATE OF TEXAS §
 §
COUNTY OF BURNET §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN SAN SABA COUNTY AND BURNET
COUNTY
FOR JAIL SERVICES**

This Inter-local Agreement is entered into by and 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 SAN SABA 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 "**SAN SABA**."

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, **BURNET** and **SAN SABA** 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 **SAN SABA** 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, 2019** and shall be effective through **SEPTEMBER 30, 2020**.
2. **RENEWAL:** This Agreement will automatically renew each October 1, provided **SAN SABA** certifies current fiscal funds as available for the renewal. **BURNET** shall 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 **SAN SABA** 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 **BURNET** impracticable or impossible, such as severe damage or destruction of **BURNET's** facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of **SAN SABA** inmates.

ARTICLE II
DETENTION SERVICES

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

1. **PURPOSE:** **BURNET** shall provide housing and food to inmates presented by **SAN SABA** who meet the following minimum criteria (as determined by the **BURNET** County Sheriff or his designee):
 - A. Inmate must be at least 18 years of age;
 - B. Inmate must be of good general health; and
 - C. Inmate with serious institutional behavior history (as defined by the **BURNET** disciplinary plan approved by the Texas Commission on Jail Standards) in the last 90 days will not be accepted.
2. **HOUSING AND CARE OF INMATES:** **BURNET** 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. **BURNET** 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 **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 **BURNET** facility staff, prescription drugs and treatment, or surgical, optic and dental care, and does not include the costs associated with the hospitalization of any inmate. **SAN SABA** shall reimburse **BURNET** the amount spent for medical services of all **SAN SABA** inmates, other than routine medical services included in the per-day rate.

4. **OFF-SITE SERVICES:** SAN SABA COUNTY Sheriff or designee shall be informed of any SAN SABA 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). BURNET will assist SAN SABA to monitor utilization of off-site services by providing information about the course of an inmate's care and treatment. SAN SABA may elect to retake and return to SAN SABA 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 BURNET with the authority to arrange for the off-site provider to bill SAN SABA for the costs of hospitalization and/or medical care for any SAN SABA inmate. In the event direct billing is unavailable, SAN SABA shall reimburse BURNET in accordance with the terms of this Agreement.
6. **MEDICAL RECORDS:** SAN SABA agrees to provide BURNET with a copy of each inmate's medical dental and mental health record(s) for the purposes of continuity of care. BURNET agrees to maintain a confidential record of the health care of each inmate. SAN SABA shall 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 each inmate's record shall be returned to SAN SABA at the time each SAN SABA inmate is returned.
7. **MEDICAL INVOICES:** SAN SABA shall reimburse BURNET monthly for health care services and associated expenses for which SAN SABA is responsible under this section. BURNET shall provide SAN SABA with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
8. **INMATE MEDICAL REPORT:** Upon request from SAN SABA, BURNET will provide an inmate report of health care provided.
9. **FACILITY INSPECTION:** BURNET agrees to allow periodic inspections of the facilities by SAN SABA law enforcement personnel. The reports of state or federal inspections of the facilities will be provided to SAN SABA upon request.
10. **TRANSPORTATION AND OFF-SITE SECURITY:** SAN SABA is solely responsible for the transportation of inmates between the BURNET County Jail and the SAN SABA Facility. BURNET agrees to provide ambulance and other transportation for SAN SABA inmates to and from local off-site medical facilities and will invoice SAN SABA in accordance with Article 2, Section 7.
11. **COURT APPEARANCES:** SAN SABA shall be responsible for the transportation of SAN SABA inmates to/from BURNET Jail. SAN SABA will be responsible for the transportation of inmates for all court proceedings and hearings and during court appearances in SAN SABA County.
12. **TRANSPORTATION TO TDCJ:** SAN SABA is responsible for the transport of SAN SABA inmates to the Texas Department of Criminal Justice, Institutional Division.
13. **GUARD SERVICE:** BURNET 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 \$40 per hour/per guard (minimum 2 guards per transport). BURNET shall provide SAN SABA 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 **BURNET**'s facilities. The parties may contract by written agreement to the provision of special programs.
15. **LOCATION AND OPERATION OF FACILITY:** **BURNET** shall provide the detention services described herein at the **BURNET** County Jail located in **BURNET**, Texas
16. **ADMITTING AND RELEASING:** **SAN SABA** shall provide inmate biographical information and charge information for each inmate no less than 24 hours prior to the inmate's arrival at the **BURNET** County Jail. **BURNET** shall be responsible for the admitting and releasing of inmates placed in **BURNET**'s facility. **BURNET** will maintain records of all such transactions in a manner agreed upon by **BURNET** and **SAN SABA** provide such records to **SAN SABA** upon request.
17. **RETURN OF INMATES TO SAN SABA:** Upon demand by **SAN SABA**, **BURNET** will relinquish to **SAN SABA** physical custody of any inmate. Upon request by **BURNET**, **SAN SABA** 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 forty five dollars (\$45.00) 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.
2. **BILLING PROCEDURE:** **BURNET** shall submit an itemized invoice for the services provided each month to **SAN SABA**, in arrears. 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 **SAN SABA**. **SAN SABA** will make payment to **BURNET** within thirty (30) calendar days after receipt of the invoice. Payment will be in the name of **BURNET** County, Texas and will be remitted to:

BURNET COUNTY TREASURER
133 E. Jackson Street
Burnet, TX 78611

ARTICLE IV **ACCEPTANCE OF IMATES**

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 **SAN SABA** inmates under this Agreement. Nothing herein will create any obligation upon **BURNET** to house **SAN SABA** inmates where the housing of said **SAN SABA** inmates will, in the opinion of **BURNET** Sheriff, raise the population of the facility above the permissible number of inmates allowed by law, or will, in the **BURNET** County 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 inmates housed at the facility. At any time that **BURNET** Sheriff determines that a condition exists at **BURNET**'s facility necessitating the removal of **SAN SABA** inmates, or any specified number thereof, **SAN SABA** shall, upon notice by **BURNET** Sheriff to **SAN SABA** Sheriff, immediately remove said inmates from the facility. **SAN SABA** 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 standards of the Prison Rape Elimination Act. **BURNET** shall provide **SAN SABA** 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 INCARCERATION AT THE FACILITY:** The only inmates of **SAN SABA** eligible for incarceration at the facility under this Agreement are inmates eligible for incarceration in the facility in accordance with this Agreement and the state standards under both the Jail Commission approved custody assessment system in place at the **SAN SABA** jail and pursuant to the custody assessment system in place at **BURNET's** facility.
4. **CLASSIFICATION:** All inmates proposed by **SAN SABA** to be transferred to **BURNET's** facility under this Agreement must meet the eligibility requirement 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 **SAN SABA** remove that inmate and, if possible, replace said inmate with an appropriate inmate of **SAN SABA**.
5. **RESERVATION WITH REGARD 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** facility, and **SAN SABA** shall cooperate with and provide information requested regarding any inmate by **BURNET** Sheriff. **BURNET** reserves the right to refuse acceptance of any inmate of **SAN SABA**. Likewise, if any **SAN SABA** inmate's behavior, medical or psychological condition, or other circumstance of reasonable concern to **BURNET** Sheriff makes the inmate unacceptable for continued incarceration in **BURNET's** facility in the opinion of **BURNET** Sheriff, **SAN SABA** will be requested to remove said inmate from **BURNET's** 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.
6. **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 record keeping will continue to be the responsibility of **SAN SABA**. It will be the responsibility of **SAN SABA** to notify **BURNET** of any discharge date for an inmate at least two (2) calendar days before such date unless notification was not reasonably possible. **BURNET** will release inmates of **SAN SABA** only when such release is specifically requested in writing by **SAN SABA** Sheriff. However, it is agreed that the preferred and usual course of dealing between the parties shall be for **BURNET** to return inmates to the **SAN SABA** Jail shortly before the discharge date and for to discharge the inmate from the **SAN SABA** Jail. **SAN SABA** accepts all responsibility for the calculations and determinations set forth above and for providing **BURNET** notice of the same, and to the extent allowed by law, shall indemnify and hold harmless **BURNET** from all liability or expenses of any kind arising there from. **SAN SABA** is responsible for all paperwork and arrangements for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.
7. **BONDING / RELEASE:** – All inmates held for **SAN SABA** will be required to bond in **SAN SABA** County. **SAN SABA** County will then send **BURNET** a TTY stating that the inmate has been bonded and **SAN SABA** 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 BURNET: **BURNET COUNTY**
James Oakley, County Judge
220 S. Pierce Street
Burnet, Texas 78611

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

To SAN SABA: **SAN SABA COUNTY**
Byron Theodosis, County Judge
500 E. Wallace, Suite 201
San Saba, Texas 76877

Copy to: Sheriff Matthew L. Boswell
500 E. Wallace, Suite 206
San Saba, Texas 76877

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 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, 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. **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 is 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:

BURNET COUNTY, TEXAS:

J. Oakley
JAMES OAKLEY, BURNET COUNTY JUDGE

ATTEST:

Date: 7-23-19

REVIEWED:

Calvin Boyd
CALVIN BOYD, BURNET COUNTY SHERIFF

Date: _____

Janet Parker
JANET PARKER, COUNTY CLERK

SAN SABA COUNTY, TEXAS:

Byron Theodosis
BYRON THEODOSIS, SAN SABA COUNTY JUDGE

Date: 9-20-19

Greg McGregor

Matthew L. Boswell
MATTHEW L. BOSWELL, SAN SABA COUNTY SHERIFF

Date: 9/20/19

STATE OF TEXAS

§

COUNTY OF BURNET

§

§

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

This Inter-local Agreement is entered into by and 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 SUTTON 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 "SUTTON."

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, BURNET and SUTTON 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 SUTTON 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, 2019** and shall be effective through **SEPTEMBER 30, 2020**.
2. **RENEWAL:** This Agreement will automatically renew each October 1, provided **SUTTON** certifies current fiscal funds as available for the renewal. **BURNET** shall 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 **SUTTON** 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 **BURNET** impracticable or impossible, such as severe damage or destruction of **BURNET's** facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of **SUTTON** inmates.

ARTICLE II
DETENTION SERVICES

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

- 1. **PURPOSE:** **BURNET** shall provide housing and food to inmates presented by **SUTTON** who meet the following minimum criteria (as determined by the **BURNET** County Sheriff or his designee):
 - A. Inmate must be at least 18 years of age;
 - B. Inmate must be of good general health; and
 - C. Inmate with serious institutional behavior history (as defined by the **BURNET** disciplinary plan approved by the Texas Commission on Jail Standards) in the last 90 days will not be accepted.
- 2. **HOUSING AND CARE OF INMATES:** **BURNET** 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. **BURNET** 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 **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 **BURNET** facility staff, prescription drugs and treatment, or surgical, optic and dental care, and does not include the costs associated with the hospitalization of any inmate. **SUTTON** shall reimburse **BURNET** the amount spent for medical services of all **SUTTON** inmates, other than routine medical services included in the per-day rate.

4. **OFF-SITE SERVICES:** SUTTON COUNTY Sheriff or designee shall be informed of any SUTTON 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). BURNET will assist SUTTON to monitor utilization of off-site services by providing information about the course of an inmate's care and treatment. SUTTON may elect to retake and return to SUTTON 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 BURNET with the authority to arrange for the off-site provider to bill SUTTON for the costs of hospitalization and/or medical care for any SUTTON inmate. In the event direct billing is unavailable, SUTTON shall reimburse BURNET in accordance with the terms of this Agreement.
6. **MEDICAL RECORDS:** SUTTON agrees to provide BURNET with a copy of each inmate's medical dental and mental health record(s) for the purposes of continuity of care. BURNET agrees to maintain a confidential record of the health care of each inmate. SUTTON shall 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 each inmate's record shall be returned to SUTTON at the time each SUTTON inmate is returned.
7. **MEDICAL INVOICES:** SUTTON shall reimburse BURNET monthly for health care services and associated expenses for which SUTTON is responsible under this section. BURNET shall provide SUTTON with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
8. **INMATE MEDICAL REPORT:** Upon request from SUTTON, BURNET will provide an inmate report of health care provided.
9. **FACILITY INSPECTION:** BURNET agrees to allow periodic inspections of the facilities by SUTTON law enforcement personnel. The reports of state or federal inspections of the facilities will be provided to SUTTON upon request.
10. **TRANSPORTATION AND OFF-SITE SECURITY:** SUTTON is solely responsible for the transportation of inmates between the BURNET County Jail and the SUTTON Facility. BURNET agrees to provide ambulance and other transportation for SUTTON inmates to and from local off-site medical facilities and will invoice SUTTON in accordance with Article 2, Section 7.
11. **COURT APPEARANCES:** SUTTON shall be responsible for the transportation of SUTTON inmates to/from BURNET Jail. SUTTON will be responsible for the transportation of inmates for all court proceedings and hearings and during court appearances in SUTTON County.
12. **TRANSPORTATION TO TDCJ:** SUTTON is responsible for the transport of SUTTON inmates to the Texas Department of Criminal Justice, Institutional Division.
13. **GUARD SERVICE:** BURNET 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 \$40 per hour/per guard (minimum 2 guards per transport). BURNET shall provide SUTTON 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 BURNET's facilities. The parties may contract by written agreement to the provision of special programs.
15. **LOCATION AND OPERATION OF FACILITY:** BURNET shall provide the detention services described herein at the BURNET County Jail located in BURNET, Texas
16. **ADMITTING AND RELEASING:** SUTTON shall provide inmate biographical information and charge information for each inmate no less than 24 hours prior to the inmate's arrival at the BURNET County Jail. BURNET shall be responsible for the admitting and releasing of inmates placed in BURNET's facility. BURNET will maintain records of all such transactions in a manner agreed upon by BURNET and SUTTON provide such records to SUTTON upon request.
17. **RETURN OF INMATES TO SUTTON:** Upon demand by SUTTON, BURNET will relinquish to SUTTON physical custody of any inmate. Upon request by BURNET, SUTTON 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 forty five dollars (\$45.00) 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.
2. **BILLING PROCEDURE:** BURNET shall submit an itemized invoice for the services provided each month to SUTTON, in arrears. 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 SUTTON. SUTTON will make payment to BURNET within thirty (30) calendar days after receipt of the invoice. Payment will be in the name of BURNET County, Texas and will be remitted to:

BURNET COUNTY TREASURER
133 E. Jackson Street
Burnet, TX 78611

ARTICLE IV **ACCEPTANCE OF IMATES**

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 SUTTON inmates under this Agreement. Nothing herein will create any obligation upon BURNET to house SUTTON inmates where the housing of said SUTTON inmates will, in the opinion of BURNET Sheriff, raise the population of the facility above the permissible number of inmates allowed by law, or will, in the BURNET County 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 inmates housed at the facility. At any time that BURNET Sheriff determines that a condition exists at BURNET's facility necessitating the removal of SUTTON inmates, or any specified number thereof, SUTTON shall, upon notice by BURNET Sheriff to SUTTON Sheriff, immediately remove said inmates from the facility. SUTTON 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 standards of the Prison Rape Elimination Act. BURNET shall provide SUTTON 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 INCARCERATION AT THE FACILITY:** The only inmates of SUTTON eligible for incarceration at the facility under this Agreement are inmates eligible for incarceration in the facility in accordance with this Agreement and the state standards under both the Jail Commission approved custody assessment system in place at the SUTTON jail and pursuant to the custody assessment system in place at BURNET's facility.
4. **CLASSIFICATION:** All inmates proposed by SUTTON to be transferred to BURNET's facility under this Agreement must meet the eligibility requirement 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 SUTTON remove that inmate and, if possible, replace said inmate with an appropriate inmate of SUTTON.
5. **RESERVATION WITH REGARD 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 facility, and SUTTON shall cooperate with and provide information requested regarding any inmate by BURNET Sheriff. BURNET reserves the right to refuse acceptance of any inmate of SUTTON. Likewise, if any SUTTON inmate's behavior, medical or psychological condition, or other circumstance of reasonable concern to BURNET Sheriff makes the inmate unacceptable for continued incarceration in BURNET's facility in the opinion of BURNET Sheriff, SUTTON will be requested to remove said inmate from BURNET's 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.
6. **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 record keeping will continue to be the responsibility of SUTTON. It will be the responsibility of SUTTON to notify BURNET of any discharge date for an inmate at least two (2) calendar days before such date unless notification was not reasonably possible. BURNET will release inmates of SUTTON only when such release is specifically requested in writing by SUTTON Sheriff. However, it is agreed that the preferred and usual course of dealing between the parties shall be for BURNET to return inmates to the SUTTON Jail shortly before the discharge date and for to discharge the inmate from the SUTTON Jail. SUTTON accepts all responsibility for the calculations and determinations set forth above and for providing BURNET notice of the same, and to the extent allowed by law, shall indemnify and hold harmless BURNET from all liability or expenses of any kind arising there from. SUTTON is responsible for all paperwork and arrangements for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.
7. **BONDING / RELEASE:** – All inmates held for SUTTON will be required to bond in SUTTON County. SUTTON County will then send BURNET a TTY stating that the inmate has been bonded and SUTTON 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 BURNET: **BURNET COUNTY**
James Oakley, County Judge
220 S. Pierce Street
Burnet, Texas 78611

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

To SUTTON: **SUTTON COUNTY**
Steve Smith, County Judge
300 E. Oak Street, Suite 4
Sonora, Texas 76950

Copy to: Sheriff Oscar Chavez
401 E. Oak Street
Sonora, Texas 76950

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 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, 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

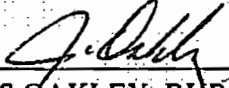
unenforceable provision as may be possible and be legal, valid, and enforceable.

8. **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 is 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

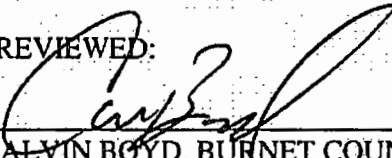
In Testimony and Witness of which this Agreement has been executed in duplicate originals as follows:

BURNET COUNTY, TEXAS:


JAMES OAKLEY, BURNET COUNTY JUDGE

Date: 7-23-19

REVIEWED:

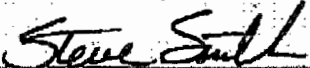

CALVIN BOYD, BURNET COUNTY SHERIFF

Date: _____

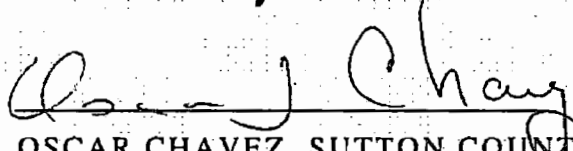
ATTEST:


JANET PARKER, COUNTY CLERK

SUTTON COUNTY, TEXAS:


STEVE SMITH, SUTTON COUNTY JUDGE

Date: 23 Sept 2019


OSCAR CHAVEZ, SUTTON COUNTY SHERIFF

Date: 09/23/19

STATE OF TEXAS

COUNTY OF BURNET

202

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

This Inter-local Agreement is entered into by and 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 TAYLOR 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 "**TAYLOR**."

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, BURNET and TAYLOR 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 TAYLOR 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, 2019** and shall be effective through **SEPTEMBER 30, 2020**.
2. **RENEWAL:** This Agreement will automatically renew each October 1, provided **TAYLOR** certifies current fiscal funds as available for the renewal. **BURNET** shall 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 **TAYLOR** 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 **BURNET** impracticable or impossible, such as severe damage or destruction of **BURNET's** facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of **TAYLOR** inmates.

ARTICLE II
DETENTION SERVICES

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

- 1. **PURPOSE:** **BURNET** shall provide housing and food to inmates presented by **TAYLOR** who meet the following minimum criteria (as determined by the **BURNET** County Sheriff or his designee):
 - A. Inmate must be at least 18 years of age;
 - B. Inmate must be of good general health; and
 - C. Inmate with serious institutional behavior history (as defined by the **BURNET** disciplinary plan approved by the Texas Commission on Jail Standards) in the last 90 days will not be accepted.
- 2. **HOUSING AND CARE OF INMATES:** **BURNET** 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. **BURNET** 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 **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 **BURNET** facility staff, prescription drugs and treatment, or surgical, optic and dental care, and does not include the costs associated with the hospitalization of any inmate. **TAYLOR** shall reimburse **BURNET** the amount spent for medical services of all **TAYLOR** inmates, other than routine medical services included in the per-day rate.

4. **OFF-SITE SERVICES:** TAYLOR COUNTY Sheriff or designee shall be informed of any TAYLOR 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). BURNET will assist TAYLOR to monitor utilization of off-site services by providing information about the course of an inmate's care and treatment. TAYLOR may elect to retake and return to TAYLOR 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 BURNET with the authority to arrange for the off-site provider to bill TAYLOR for the costs of hospitalization and/or medical care for any TAYLOR inmate. In the event direct billing is unavailable, TAYLOR shall reimburse BURNET in accordance with the terms of this Agreement.
6. **MEDICAL RECORDS:** TAYLOR agrees to provide BURNET with a copy of each inmate's medical dental and mental health record(s) for the purposes of continuity of care. BURNET agrees to maintain a confidential record of the health care of each inmate. TAYLOR shall 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 each inmate's record shall be returned to TAYLOR at the time each TAYLOR inmate is returned.
7. **MEDICAL INVOICES:** TAYLOR shall reimburse BURNET monthly for health care services and associated expenses for which TAYLOR is responsible under this section. BURNET shall provide TAYLOR with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
8. **INMATE MEDICAL REPORT:** Upon request from TAYLOR, BURNET will provide an inmate report of health care provided.
9. **FACILITY INSPECTION:** BURNET agrees to allow periodic inspections of the facilities by TAYLOR law enforcement personnel. The reports of state or federal inspections of the facilities will be provided to TAYLOR upon request.
10. **TRANSPORTATION AND OFF-SITE SECURITY:** TAYLOR is solely responsible for the transportation of inmates between the BURNET County Jail and the TAYLOR Facility. BURNET agrees to provide ambulance and other transportation for TAYLOR inmates to and from local off-site medical facilities and will invoice TAYLOR in accordance with Article 2, Section 7.
11. **COURT APPEARANCES:** TAYLOR shall be responsible for the transportation of TAYLOR inmates to/from BURNET Jail. TAYLOR will be responsible for the transportation of inmates for all court proceedings and hearings and during court appearances in TAYLOR County.
12. **TRANSPORTATION TO TDCJ:** TAYLOR is responsible for the transport of TAYLOR inmates to the Texas Department of Criminal Justice, Institutional Division.
13. **GUARD SERVICE:** BURNET 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 \$40 per hour/per guard (minimum 2 guards per transport).** BURNET shall provide TAYLOR 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 **BURNET's** facilities. The parties may contract by written agreement to the provision of special programs.
15. **LOCATION AND OPERATION OF FACILITY:** **BURNET** shall provide the detention services described herein at the **BURNET** County Jail located in **BURNET**, Texas
16. **ADMITTING AND RELEASING:** **TAYLOR** shall provide inmate biographical information and charge information for each inmate no less than 24 hours prior to the inmate's arrival at the **BURNET** County Jail. **BURNET** shall be responsible for the admitting and releasing of inmates placed in **BURNET's** facility. **BURNET** will maintain records of all such transactions in a manner agreed upon by **BURNET** and **TAYLOR** provide such records to **TAYLOR** upon request.
17. **RETURN OF INMATES TO TAYLOR:** Upon demand by **TAYLOR**, **BURNET** will relinquish to **TAYLOR** physical custody of any inmate. Upon request by **BURNET**, **TAYLOR** 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 forty five dollars (**\$45.00**) 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.
2. **BILLING PROCEDURE:** **BURNET** shall submit an itemized invoice for the services provided each month to **TAYLOR**, in arrears. 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 **TAYLOR**. **TAYLOR** will make payment to **BURNET** within thirty (30) calendar days after receipt of the invoice. Payment will be in the name of **BURNET** County, Texas and will be remitted to:

BURNET COUNTY TREASURER
133 E. Jackson Street
Burnet, TX 78611

ARTICLE IV **ACCEPTANCE OF IMATES**

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 **TAYLOR** inmates under this Agreement. Nothing herein will create any obligation upon **BURNET** to house **TAYLOR** inmates where the housing of said **TAYLOR** inmates will, in the opinion of **BURNET** Sheriff, raise the population of the facility above the permissible number of inmates allowed by law, or will, in the **BURNET** County 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 inmates housed at the facility. At any time that **BURNET** Sheriff determines that a condition exists at **BURNET's** facility necessitating the removal of **TAYLOR** inmates, or any specified number thereof, **TAYLOR** shall, upon notice by **BURNET** Sheriff to **TAYLOR** Sheriff, immediately remove said inmates from the facility. **TAYLOR** 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 standards of the Prison Rape Elimination Act. **BURNET** shall provide **TAYLOR** 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 INCARCERATION AT THE FACILITY:** The only inmates of **TAYLOR** eligible for incarceration at the facility under this Agreement are inmates eligible for incarceration in the facility in accordance with this Agreement and the state standards under both the Jail Commission approved custody assessment system in place at the **TAYLOR** jail and pursuant to the custody assessment system in place at **BURNET**'s facility.
4. **CLASSIFICATION:** All inmates proposed by **TAYLOR** to be transferred to **BURNET**'s facility under this Agreement must meet the eligibility requirement 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 **TAYLOR** remove that inmate and, if possible, replace said inmate with an appropriate inmate of **TAYLOR**.
5. **RESERVATION WITH REGARD 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** facility, and **TAYLOR** shall cooperate with and provide information requested regarding any inmate by **BURNET** Sheriff. **BURNET** reserves the right to refuse acceptance of any inmate of **TAYLOR**. Likewise, if any **TAYLOR** inmate's behavior, medical or psychological condition, or other circumstance of reasonable concern to **BURNET** Sheriff makes the inmate unacceptable for continued incarceration in **BURNET**'s facility in the opinion of **BURNET** Sheriff, **TAYLOR** will be requested to remove said inmate from **BURNET**'s 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.
6. **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 record keeping will continue to be the responsibility of **TAYLOR**. It will be the responsibility of **TAYLOR** to notify **BURNET** of any discharge date for an inmate at least two (2) calendar days before such date unless notification was not reasonably possible. **BURNET** will release inmates of **TAYLOR** only when such release is specifically requested in writing by **TAYLOR** Sheriff. However, it is agreed that the preferred and usual course of dealing between the parties shall be for **BURNET** to return inmates to the **TAYLOR** Jail shortly before the discharge date and for to discharge the inmate from the **TAYLOR** Jail. **TAYLOR** accepts all responsibility for the calculations and determinations set forth above and for providing **BURNET** notice of the same, and to the extent allowed by law, shall indemnify and hold harmless **BURNET** from all liability or expenses of any kind arising there from. **TAYLOR** is responsible for all paperwork and arrangements for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.
7. **BONDING / RELEASE:** – All inmates held for **TAYLOR** will be required to bond in **TAYLOR** County. **TAYLOR** County will then send **BURNET** a TTY stating that the inmate has been bonded and **TAYLOR** 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 BURNET: **BURNET COUNTY**
James Oakley, County Judge
220 S. Pierce Street
Burnet, Texas 78611

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

To TAYLOR: **TAYLOR COUNTY**
Downing Bolls, Jr., County Judge
300 Oak Street, Suite 200
Abilene, Texas 79602

Copy to: Sheriff Ricky Bishop
450 Pecan Street
Abilene, Texas 79602

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.

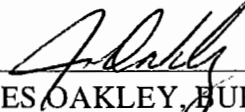
3. **AMENDMENTS:** This Agreement will not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the commissioners' courts of the respective parties hereto.
4. **PRIOR AGREEMENTS:** This Agreement contains all of the agreements and undertakings, either oral or written, of 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, 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. **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 is 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:

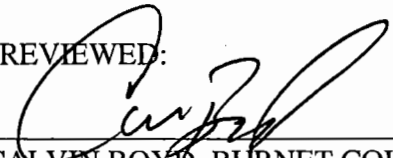
BURNET COUNTY, TEXAS:


JAMES OAKLEY, BURNET COUNTY JUDGE

ATTEST:

Date: 7-23-19

REVIEWED:

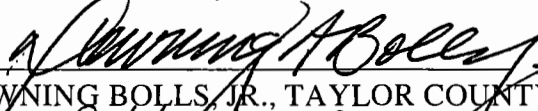

CALVIN BOYD, BURNET COUNTY SHERIFF


JANET PARKER, COUNTY CLERK

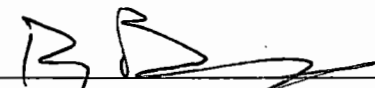
Date: _____



TAYLOR COUNTY, TEXAS:


DOWNING BOLLS, JR., TAYLOR COUNTY JUDGE

Date: October 1, 2019


RICKY BISHOP, TAYLOR COUNTY SHERIFF

Date: October 1, 2019