

29 a.

Agenda Item Request Form

BURNET COUNTY COMMISSIONER'S COURT

Meetings – 9:00am – 2nd and 4th Tuesday of Every Month

**NO ITEM WILL BE ON AN AGENDA
WITHOUT PRIOR APPROVAL BY A MEMBER OF COMMISSIONER'S COURT**

All **Contracts** must be approved by County Auditor's
And County Attorney's office prior to being on the Agenda

Agenda items and supporting documents are due to Court Coordinator's Office (Rm. 201) no later than noon on Thursday prior to the meeting date requested.

Ph: 512-715-5276 Fax: 512-715-5217 email: comcrt@burnetcountytexas.org

Presenters are to limit presentation time to no more than 5 minutes.

Today's Date: 6/10/21

Requested by: Matt Kimbler

AGENDA ITEM(S):

Discussion/ action regarding the new inmate housing agreement with Orange County. **AND BELL COUNTY
REVISION**

Meeting Date Requested: (required) 6/22/21

Agenda Item Approved by: (required)

County Judge Oakley

Commissioner Pct. 1 Luther

Commissioner Pct. 2 Beierle

Commissioner Pct. 3 Wall

Commissioner Pct. 4 Dockery

STATE OF TEXAS

COUNTY OF BURNET

§
§
§

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

This Interlocal 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 ORANGE 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 "**ORANGE**."

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 **ORANGE** 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 **ORANGE** 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 JUNE 1st 2021 and shall be effective through JANUARY 1st 2023.
2. **RENEWAL:** This Agreement will automatically renew each October 1, provided **ORANGE** 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 **ORANGE** 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 **ORANGE** inmates.

ARTICLE II
DETENTION SERVICES

For the purposes and consideration herein stated and contemplated, **BURNET** shall provide the following necessary and appropriate services for **ORANGE** 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 **ORANGE** who meet the criteria as set forth herein. Determinations about the qualification of an inmate shall rest in the sole discretion of the **BURNET** County Sheriff or his designee.
- 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:**
 - A. 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.
 - B. 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. **ORANGE** shall reimburse **BURNET** the amount spent for medical services of all **ORANGE** inmates, other than routine medical services included in the per-day rate.
- 4. **OFF-SITE SERVICES:** **ORANGE COUNTY** Sheriff or designee shall be informed of any **ORANGE** 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 **ORANGE** to monitor utilization of off-site services by providing information about the course of an inmate's care and treatment. **ORANGE** may elect to retake and return to **ORANGE** 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 **ORANGE** for the costs of hospitalization and/or medical care for any **ORANGE** inmate. In the event direct billing is unavailable, **ORANGE** shall reimburse **BURNET** in accordance with the terms of this Agreement.
6. **MEDICAL RECORDS:** **ORANGE** 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. **ORANGE** 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 **ORANGE** at the time each **ORANGE** inmate is returned.
7. **MEDICAL INVOICES:** **ORANGE** shall reimburse **BURNET** monthly for health care services and associated expenses for which **ORANGE** is responsible under this section. **BURNET** shall provide **ORANGE** with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
8. **INMATE MEDICAL REPORT:** Upon request from **ORANGE**, **BURNET** will provide an inmate report of health care provided.
9. **FACILITY INSPECTION:** **BURNET** agrees to allow periodic inspections of the facilities by **ORANGE** law enforcement personnel. The reports of state or federal inspections of the facilities will be provided to **ORANGE** upon request.
10. **TRANSPORTATION AND OFF-SITE SECURITY:** **ORANGE** is solely responsible for the transportation of inmates between the **BURNET** County Jail and the **ORANGE** Facility. **BURNET** agrees to provide ambulance and other transportation for **ORANGE** inmates to and from local off-site medical facilities and will invoice **ORANGE** in accordance with Article 2, Section 7.
11. **COURT APPEARANCES:**
 - A. **Virtual Appearance.** **BURNET** shall make reasonable efforts to make **ORANGE** inmates available for virtual appearance for any required criminal or civil hearings, and shall provide the necessary facilities to accommodate same. Such facilities and technology shall include, but are not limited to, Zoom software with audio and video capabilities.
 - B. **Personal Appearance.** Where virtual appearance is not feasible or personal appearance is required, **ORANGE** shall be responsible for the transportation of **ORANGE** inmates to/from **BURNET** Jail. **ORANGE** will be responsible for the transportation of inmates for all court proceedings and hearings and during court appearances in **ORANGE** County.

12. **TRANSPORTATION TO TDCJ:** ORANGE is responsible for the transport of ORANGE 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 ORANGE 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. Such special services, at additional cost, shall not be provided to ORANGE inmates without such written agreement.
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:** ORANGE 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 ORANGE provide such records to ORANGE upon request.
17. **RETURN OF INMATES** to ORANGE: Upon demand by ORANGE, BURNET will relinquish to ORANGE physical custody of any inmate. Upon request by BURNET, ORANGE 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 fifty five dollars (\$55.00) 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 ORANGE, 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 ORANGE. ORANGE 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 ORANGE inmates under this Agreement. Nothing herein will create any obligation upon BURNET to house ORANGE inmates where the housing of said ORANGE 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 ORANGE inmates, or any specified number thereof, ORANGE shall, upon notice by BURNET Sheriff to ORANGE Sheriff, immediately remove said inmates from the facility. ORANGE 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 ORANGE 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 ORANGE 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 ORANGE jail and pursuant to the custody assessment system in place at BURNET's facility. Eligible inmates must also 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.
4. **CLASSIFICATION:** All inmates proposed by ORANGE 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 inmate's classification/eligibility, and the right to refuse to accept any inmate that it does not believe to be properly classified as a non-high risk inmate. Furthermore, if an inmate's classification changes while incarcerated at BURNET's facility, BURNET reserves the right to demand that ORANGE remove that inmate and, if possible, replace said inmate with an appropriate inmate of ORANGE.

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 ORANGE shall cooperate with and provide information requested regarding any inmate by BURNET Sheriff. BURNET reserves the right to refuse acceptance of any inmate of ORANGE. Likewise, if any ORANGE 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, ORANGE 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 ORANGE. It will be the responsibility of ORANGE 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 ORANGE only when such release is specifically requested in writing by ORANGE 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 ORANGE Jail shortly before the discharge date and for ORANGE to discharge the inmate from the ORANGE Jail. ORANGE 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. ORANGE 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 ORANGE will be required to bond in ORANGE County. ORANGE County will then send BURNET a TTY stating that the inmate has been bonded and ORANGE 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, other than billing documents as set forth in Article III.2, may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

To: **BURNET COUNTY**
James Oakley, County Judge
220 S. Pierce St.
Burnet, Texas 78611

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

To: **ORANGE COUNTY**
John Gothia, County Judge
123 South 6th St.
Orange, TX 77630

Copy to: Sheriff Lane Mooney
105 Border St,
Orange, TX 77630

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

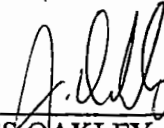
3. **AMENDMENTS**: This Agreement will not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the commissioner's courts of the respective parties hereto.
4. **PRIOR AGREEMENTS**: This Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.
5. **REPRESENTATION**: Each party understands and agrees that each party, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representative of the other party.
6. **INDEPENDENT RELATIONSHIP**: Each party shall have and retain the exclusive right of control over its employees and contractors assigned to perform services under this Agreement in accordance with the applicable laws of the State of Texas. Neither party has the authority to bind nor otherwise obligate the other orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the parties.
7. **SEVERABILITY**: If any provision of this agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected, 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 Interlocal Cooperation Act.

ARTICLE VI
EXECUTION

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

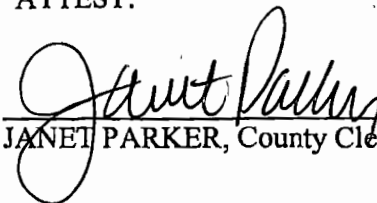
BURNET COUNTY, TEXAS:



JAMES OAKLEY, Burnet County Judge

Date: 6/22/21

ATTEST:



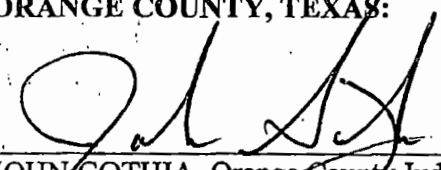
JANET PARKER, County Clerk

REVIEWED:

CALVIN BOYD, Burnet County Sheriff

Date: _____

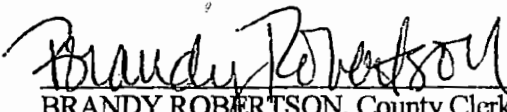
ORANGE COUNTY, TEXAS:



JOHN GOTHIA, Orange County Judge

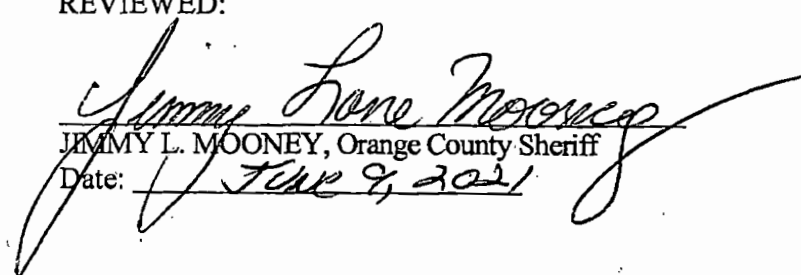
Date: 6-8-2021

ATTEST:



BRANDY ROBERTSON, County Clerk

REVIEWED:



JIMMY L. MOONEY, Orange County Sheriff

Date: June 9, 2021