

STATE OF TEXAS §
 §
COUNTY OF COUNTY §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN CITY of GRANITE SHOALS AND BURNET COUNTY
FOR JAIL SERVICES**

This Inter-local Agreement is entered into by and between Burnet County, Texas, a political subdivision of the State of Texas, acting by and through its Commissioners Court, hereinafter referred to as "COUNTY," and the City of GRANITE SHOALS, Texas, a political subdivision of the State of Texas hereinafter referred to as "GRANITE SHOALS."

WITNESSETH

WHEREAS, Texas Government Code, Chapter 791, authorizes local governments of the State to enter into contracts for governmental functions and services in order to increase efficiency and effectiveness; and

WHEREAS, a consolidated effort for the housing and care of incarcerated inmates is in each party's best interest as well as for the public, and this agreement will increase the effective and efficient functioning of each party. The City of GRANITE SHOALS possesses no jail facility that can adequately house arrested individuals for offenses relating to city ordinance violations, Municipal Court Orders, and/or class "C" level State law violations occurring within its jurisdiction while COUNTY possesses and runs the county jail which houses individuals arrested and/or incarcerated for State law criminal violations of class "B" level and above occurring within Burnet County, including but not limited to those arrested inside the confines of GRANITE SHOALS; and

WHEREAS, COUNTY and GRANITE SHOALS are local governments as defined in the Texas Government Code, Section 791.003(4), each possessing the authority to enter into this agreement; and each have entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, COUNTY and GRANITE SHOALS 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, 2021 and shall be effective through SEPTEMBER 30, 2022.
2. **RENEWAL**: This Agreement will automatically renew each October 1 at the current rate set or a new rate to be set by COUNTY and only after providing sixty (60) day notice prior to the end of the contract term. Further, the automatic renewal is subject to the City of GRANITE SHOALS's certification that it has current fiscal funds available for the renewal term. COUNTY agrees that it shall provide at least sixty (60) days' notice of any change to the per diem rate

for detention services for subsequent terms.

3. **TERMINATION:**

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

ARTICLE II
DETENTION SERVICES

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

- 1. **PURPOSE:** **COUNTY** shall provide housing and food to inmates presented by **GRANITE SHOALS** related exclusively to violations of city ordinances, Municipal Court Orders, and/or class "C" level State law violations occurring within its jurisdiction 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 **COUNTY** 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:** **COUNTY** 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. **COUNTY** will provide, as set out herein, for inmates' physical needs, retain them in safe custody, supervise them, maintain proper discipline and control, make certain inmates receive no privileges except those generally afforded other inmates and that the judgments and orders of the committing court 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 **COUNTY** 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 **COUNTY's** facility nor any expenses relating to obtaining prescription drugs, surgical care, optical care, and dental care that is provided by any person, including Burnet County Jail staff. Further, the per-day rate does not include the costs associated with the hospitalization of any inmate. **GRANITE SHOALS** shall reimburse **COUNTY** the amount spent for medical services of all **GRANITE SHOALS** inmates, other than routine medical services included in the per-day rate.
- 4. **OFF-SITE SERVICES:** **GRANITE SHOALS** designee shall be informed of any **GRANITE SHOALS** 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). **COUNTY** will assist **GRANITE SHOALS** to monitor utilization of off-site services by providing information about the course of an inmate's care and treatment.

- GRANITE SHOALS may elect to retake and return to GRANITE SHOALS 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 COUNTY with the authority to arrange for the off-site provider to bill GRANITE SHOALS for the costs of hospitalization and/or medical care for any GRANITE SHOALS inmate. In the event direct billing is unavailable, GRANITE SHOALS shall reimburse COUNTY in accordance with the terms of this Agreement.
 6. **MEDICAL RECORDS:** GRANITE SHOALS agrees to provide COUNTY with a copy of each inmate's medical, dental, and mental health record(s) for the purposes of continuity of care should GRANITE SHOALS possess or be obligated to possess such record(s). COUNTY agrees to maintain a confidential record of the health care of each inmate. GRANITE SHOALS shall ensure that these records are provided upon the arrival of the inmate at the Burnet County Jail. A copy of each inmate's record shall be provided to GRANITE SHOALS upon request as provided by law.
 7. **MEDICAL INVOICES:** GRANITE SHOALS shall reimburse COUNTY monthly for health care services and associated expenses for which GRANITE SHOALS is responsible under this section. COUNTY shall provide GRANITE SHOALS with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
 8. **INMATE MEDICAL REPORT:** Upon request from GRANITE SHOALS, COUNTY will provide an inmate report of health care provided for a GRANITE SHOALS inmate.
 9. **FACILITY INSPECTION:** COUNTY agrees to provide reports of state or federal inspections of the facilities to GRANITE SHOALS upon request.
 10. **TRANSPORTATION AND OFF-SITE SECURITY:** GRANITE SHOALS is solely responsible for the transportation and security of inmates to the the Burnet County Jail and the same for appearance before the GRANITE SHOALS Municipal Court and/or other appropriate Court of jurisdiction. COUNTY agrees to provide ambulance and other transportation for GRANITE SHOALS inmates to and from local off-site medical facilities and will invoice GRANITE SHOALS in accordance with Article 2, Section 7.
 11. **GUARD SERVICE:** COUNTY 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/guard (minimum 2 guards per transport). COUNTY shall provide GRANITE SHOALS with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
 12. **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 COUNTY's facilities. The parties may contract by written agreement to the provision of special programs.
 13. **LOCATION AND OPERATION OF FACILITY:** COUNTY shall provide the detention services described herein at the COUNTY's jail located in Burnet, Texas.
 14. **ADMITTING AND RELEASING:** GRANITE SHOALS shall provide inmate biographical information and charge information for each inmate at the time of incarceration at the Burnet County Jail. COUNTY shall be responsible for the admitting and releasing of inmates placed in COUNTY's facility. COUNTY will maintain records of all such transactions in a manner agreed upon by COUNTY and GRANITE SHOALS & will provide such records to GRANITE SHOALS upon request.
 15. **RETURN OF INMATES:** Upon demand by GRANITE SHOALS, COUNTY will relinquish to

GRANITE SHOALS physical custody of any inmate. Upon request by COUNTY for any reason whatsoever, GRANITE SHOALS will resume custody of any inmate so requested within eight (8) hours, 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 sixty two dollars (\$62.00) 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:** COUNTY shall submit an itemized invoice for the services provided each month to GRANITE SHOALS, 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 GRANITE SHOALS. GRANITE SHOALS will make payment to COUNTY 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:** COUNTY warrants that it will comply with all federal and state laws and with the requirements of the Texas Commission on Jail Standards while housing GRANITE SHOALS inmates under this Agreement. Nothing herein will create any obligation upon COUNTY to house GRANITE SHOALS inmates where the housing of said GRANITE SHOALS inmates will, in the opinion of the Burnet County 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 the Burnet County Sheriff determines that a condition exists at COUNTY's facility necessitating the removal of GRANITE SHOALS inmates, or any specified number thereof, GRANITE SHOALS shall, upon notice by the Burnet County Sheriff, immediately remove said inmates from the facility. GRANITE SHOALS will make every effort to remove any inmate within eight (8) hours of notice from COUNTY.
2. **PRISON RAPE ELIMINATION ACT (PREA) COMPLIANCE:** This is an Agreement for the confinement of inmates as described by 28 CFR 115.12. COUNTY has adopted and complies with the standards of the Prison Rape Elimination Act. COUNTY shall provide GRANITE SHOALS with access for contract monitoring as described in Section 115.12 (b) to ensure that COUNTY is complying with the PREA standards in the provision of services under this Agreement.
3. **ELIGIBILITY FOR INCARCERATION AT THE FACILITY:** GRANITE SHOALS inmates must meet the Texas Jail Commission's approved custody assessment system as well as the Burnet County Jail's custody assessment system in order to be eligible for incarceration at the COUNTY's jail facility.
4. **CLASSIFICATION:** All GRANITE SHOALS inmates brought to COUNTY's facility under this Agreement must meet the eligibility requirement set forth above. COUNTY reserves the right to review the inmate's classification/eligibility, and the right to refuse to accept any inmate at any time.

5. **RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES:** COUNTY reserves the right for its Sheriff or his designated representative to review the background of all inmates brought to the COUNTY facility, and GRANITE SHOALS shall cooperate with and provide information requested regarding any of its inmates. If any GRANITE SHOALS inmate's behavior, medical or psychological condition, or other circumstance of reasonable concern arises to the degree that the Burnet County Sheriff believes that the inmate is unacceptable for continued incarceration in COUNTY's facility, then GRANITE SHOALS will be requested to remove said inmate from COUNTY's facility, and will do so, within eight (8) hours.
6. **INMATE SENTENCES:** COUNTY will not be in charge or be 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. COUNTY 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 GRANITE SHOALS. It will be the responsibility of GRANITE SHOALS to notify COUNTY of any discharge date for an inmate at least two (2) calendar days before such date unless notification was not reasonably possible. COUNTY will release inmates of GRANITE SHOALS only when such release is specifically requested in writing. GRANITE SHOALS accepts all responsibility for the calculations and determinations set forth above and for providing COUNTY notice of the same, and to the extent allowed by law, shall indemnify and hold harmless COUNTY from all liability or expenses of any kind arising.

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

To: **CITY of GRANITE SHOALS**
Will Skinner, Mayor
2221 N. Phillips Ranch Road
Granite Shoals, Texas 78654

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,

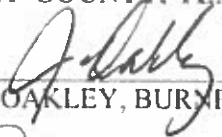
servants, agents, and/or representative of the other party.

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 Inter-Local Cooperation Act.

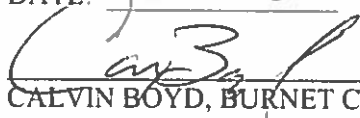
ARTICLE VI
EXECUTION

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: _____


CALVIN BOYD, BURNET COUNTY SHERIFF

DATE: _____

CITY OF GRANITE SHOALS, TEXAS:

WILL SKINNER, MAYOR

DATE: _____