

STATE OF TEXAS

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COUNTY OF COUNTY

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**INTERLOCAL COOPERATION AGREEMENT
BETWEEN CITY of MARBLE FALLS 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 MARBLE FALLS, Texas, a political subdivision of the State of Texas hereinafter referred to as "MARBLE FALLS."

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 MARBLE FALLS 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 MARBLE FALLS; and

WHEREAS, COUNTY and MARBLE FALLS 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 MARBLE FALLS 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 MARBLE FALLS'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 **MARBLE FALLS** 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 **MARBLE FALLS** inmates.

ARTICLE II
DETENTION SERVICES

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **MARBLE FALLS'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 **MARBLE FALLS** 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. **MARBLE FALLS** shall reimburse **COUNTY** the amount spent for medical services of all **MARBLE FALLS** inmates, other than routine medical services included in the per-day rate.
- 4. **OFF-SITE SERVICES:** **MARBLE FALLS** designee shall be informed of any **MARBLE FALLS** 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 **MARBLE FALLS** to monitor utilization of off-

site services by providing information about the course of an inmate's care and treatment. **MARBLE FALLS** may elect to retake and return to **MARBLE FALLS** 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 **MARBLE FALLS** for the costs of hospitalization and/or medical care for any **MARBLE FALLS** inmate. In the event direct billing is unavailable, **MARBLE FALLS** shall reimburse **COUNTY** in accordance with the terms of this Agreement.
6. **MEDICAL RECORDS:** **MARBLE FALLS** 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 **MARBLE FALLS** possess or be obligated to possess such record(s). **COUNTY** agrees to maintain a confidential record of the health care of each inmate. **MARBLE FALLS** 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 **MARBLE FALLS** upon request as provided by law.
7. **MEDICAL INVOICES:** **MARBLE FALLS** shall reimburse **COUNTY** monthly for health care services and associated expenses for which **MARBLE FALLS** is responsible under this section. **COUNTY** shall provide **MARBLE FALLS** with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
8. **INMATE MEDICAL REPORT:** Upon request from **MARBLE FALLS**, **COUNTY** will provide an inmate report of health care provided for a **MARBLE FALLS** inmate.
9. **FACILITY INSPECTION:** **COUNTY** agrees to provide reports of state or federal inspections of the facilities to **MARBLE FALLS** upon request.
10. **TRANSPORTATION AND OFF-SITE SECURITY:** **MARBLE FALLS** is solely responsible for the transportation and security of inmates to the the Burnet County Jail and the same for appearance before the **MARBLE FALLS** Municipal Court and/or other appropriate Court of jurisdiction. **COUNTY** agrees to provide ambulance and other transportation for **MARBLE FALLS** inmates to and from local off-site medical facilities and will invoice **MARBLE FALLS** 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 **MARBLE FALLS** 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:** **MARBLE FALLS** 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 **MARBLE FALLS** & will provide such records to **MARBLE FALLS** upon request.

15. **RETURN OF INMATES:** Upon demand by **MARBLE FALLS, COUNTY** will relinquish to **MARBLE FALLS** physical custody of any inmate. Upon request by **COUNTY** for any reason whatsoever, **MARBLE FALLS** 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 **MARBLE FALLS**, 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 **MARBLE FALLS**. **MARBLE FALLS** 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 **MARBLE FALLS** inmates under this Agreement. Nothing herein will create any obligation upon **COUNTY** to house **MARBLE FALLS** inmates where the housing of said **MARBLE FALLS** 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 **MARBLE FALLS** inmates, or any specified number thereof, **MARBLE FALLS** shall, upon notice by the Burnet County Sheriff, immediately remove said inmates from the facility. **MARBLE FALLS** 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 **MARBLE FALLS** 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:** **MARBLE FALLS** 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 **MARBLE FALLS** 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 MARBLE FALLS shall cooperate with and provide information requested regarding any of its inmates. If any MARBLE FALLS 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 MARBLE FALLS 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 MARBLE FALLS. It will be the responsibility of MARBLE FALLS 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 MARBLE FALLS only when such release is specifically requested in writing. MARBLE FALLS 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 MARBLE FALLS**
Mayor Richard Westerman
800 3rd Street
Marble Falls, 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,

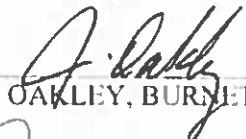
servants, agents, and/or representative of the other party.

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.

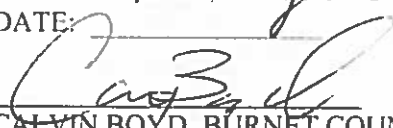
ARTICLE VI
EXECUTION

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 MARBLE FALLS, TEXAS:

RICHARD WESTERMAN, MAYOR

DATE: _____