

STATE OF TEXAS

§

§

COUNTY OF COUNTY

§

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN CITY of HORSESHOE BAY AND BURNET COUNTY
FOR JAIL SERVICES**

This Interlocal 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 Horseshoe Bay, Texas, a political subdivision of the State of Texas hereinafter referred to as "**HORSESHOE BAY**."

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 **HORSESHOE BAY** 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 **HORSESHOE BAY**; and

WHEREAS, **COUNTY** and **HORSESHOE BAY** 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 **HORSESHOE BAY** 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, 2022** and shall be effective through **SEPTEMBER 30, 2023**. The county will make every attempt to notify Municipalities of rate changes by April 30th of each year.
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 **HORSESHOE BAY'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 **HORSESHOE BAY** 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 **HORSESHOE BAY** inmates.

ARTICLE II
DETENTION SERVICES

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **HORSESHOE BAY'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 **HORSESHOE BAY** 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
- 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. **HORSESHOE BAY** shall reimburse **COUNTY** the amount spent for medical services of all **HORSESHOE BAY** inmates, other than routine medical services included in the per-day rate.
- 4. **OFF-SITE SERVICES:** **HORSESHOE BAY** designee shall be informed of any **HORSESHOE BAY** 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 **HORSESHOE BAY** to monitor utilization of off-site services by providing information about the course of an inmate's care and treatment. **HORSESHOE BAY** may elect to retake and return to **HORSESHOE BAY** 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 **HORSESHOE BAY** for the costs of hospitalization and/or medical care for any **HORSESHOE BAY** inmate. In the event direct billing is unavailable, **HORSESHOE BAY** shall reimburse **COUNTY** in accordance with the terms of this Agreement. Efforts will be made to contact municipality to request a PR bond. Municipality will need to furnish contact information for during business hours and for after hours as well. Municipality may also provide the **COUNTY** with a standing order to release on PR Bond to be approved at the Jail level by a Lieutenant and above as deemed needed for medical reasons.
6. **MEDICAL RECORDS:** **HORSESHOE BAY** 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 **HORSESHOE BAY** possess or be obligated to possess such record(s). **COUNTY** agrees to maintain a confidential record of the health care of each inmate. **HORSESHOE BAY** 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 **HORSESHOE BAY** upon request as provided by law.
7. **MEDICAL INVOICES:** **HORSESHOE BAY** shall reimburse **COUNTY** monthly for health care services and associated expenses for which **HORSESHOE BAY** is responsible under this section. **COUNTY** shall provide **HORSESHOE BAY** with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
8. **INMATE MEDICAL REPORT:** Upon request from **HORSESHOE BAY**, **COUNTY** will provide an inmate report of health care provided for a **HORSESHOE BAY** inmate.
9. **FACILITY INSPECTION:** **COUNTY** agrees to provide reports of state or federal inspections of the facilities to **HORSESHOE BAY** upon request.
10. **TRANSPORTATION AND OFF-SITE SECURITY:** **HORSESHOE BAY** is solely responsible for the transportation and security of inmates to the Burnet County Jail and the same for appearance before the **HORSESHOE BAY** Municipal Court and/or other appropriate Court of jurisdiction. **COUNTY** agrees to provide ambulance and other transportation for **HORSESHOE BAY** inmates to and from local off-site medical facilities and will invoice **HORSESHOE BAY** 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/per guard (minimum 2 guards per transport)**. **COUNTY** shall provide **HORSESHOE BAY** 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:** **HORSESHOE BAY** 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 HORSESHOE BAY & will provide such records to HORSESHOE BAY upon request.

ARTICLE III **FINANCIAL PROVISIONS**

1. **PER DIEM RATE:** The per diem rate for detention services under this Agreement is seventy-five dollars (\$75.00) 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 HORSESHOE BAY, 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 HORSESHOE BAY. HORSESHOE BAY 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 HORSESHOE BAY inmates under this Agreement. Nothing herein will create any obligation upon COUNTY to house HORSESHOE BAY inmates where the housing of said HORSESHOE BAY 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 HORSESHOE BAY inmates, or any specified number thereof, HORSESHOE BAY shall, upon notice by the Burnet County Sheriff, immediately remove said inmates from the facility. HORSESHOE BAY 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 HORSESHOE BAY 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:** HORSESHOE BAY 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.

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 HORSESHOE BAY**
Cynthia Clinesmith, Mayor
PO Box 7765
Horseshoe Bay, Texas 78657

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

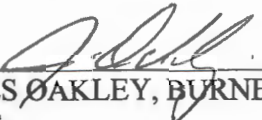
is responsible only for the acts, errors, or omissions of its employees and contractors. This Agreement is not intended to create any cause of action for the benefit of third parties.

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 HORSESHOE BAY, TEXAS:

CYNTHIA CLINESMITH, MAYOR
DATE: _____

