

Agenda Item Request Form

BURNET COUNTY COMMISSIONER'S COURTMeetings – 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: 08/13/2024

Requested by: CALVIN BOYD/MATT KIMBLER

MEETING DATE REQUESTED: AUGUST 27, 2024

AGENDA ITEM(S): DISCUSION AND APPROVAL OF A REVISED INTERLOCAL AGREEMENT WITH BEXAR COUNTY FOR JAIL SERVICES

Discussion/action regarding the approval of:

County Judge James Oakley

Commissioner Pct. 1 Jim Luther

Commissioner Pct. 2 Damon Beierle

Commissioner Pct. 3 Billy Wall

Commissioner Pct. 4 Joe Don Dockery

8/27
302

STATE OF TEXAS §
 §
COUNTY OF BURNET §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN BEXAR 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 BEXAR 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 "BEXAR".

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, pursuant to TEXAS CODE OF CRIMINAL PROCEDURE Article 104.002, a county may transfer prisoners to another county for safekeeping, and will be liable for the expenses incurred in the safekeeping of the prisoner; 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 BEXAR 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 BEXAR 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 in April 2024 with BURNET's receipt of the first inmate sent by BEXAR, as documented in the invoice for payment and shall be effective for two (2) months following execution of the Agreement ("Initial Period").
2. **RENEWAL:** This Agreement will automatically renew for up to five (5) two (2) month periods (each, a "Renewal Period"), for a total maximum term of (1) one year, so long as the Bexar County Sheriff's Office appears before the Bexar County Commissioners Court at the court meeting immediately preceding the commencement of each Renewal Period and updates the Court on the status of this Agreement (with the number of inmates housed out of Bexar County, cost, and other relevant information). If the Bexar County Sheriff's Office fails to appear before the Bexar County

Commissioners Court, the Bexar County Manager's Office will provide a notice of termination to BURNET and this Agreement will terminate as discussed in section 3 below.

3. **TERMINATION:**

- A. This Agreement may be terminated without cause at any time at the option of either BURNET or BEXAR upon the giving of thirty (30) 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, County Manager, or the Sheriff.
- 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 BEXAR inmates.

ARTICLE II
DETENTION SERVICES

For the purposes and consideration herein stated and contemplated, BURNET shall provide the following necessary and appropriate services for BEXAR 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 BEXAR 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 constitutionally acceptable standards, 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. **NON-EMERGENCY 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. Routine medical services will be provided in accordance with BURNET's health services plan as required by Texas Administrative Code, Title 37, Part 9, Chapter 273, Rule 273.2.
 - 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. In the case of non-emergency medical services not covered by the per-day rate as described in section 3(A), BURNET shall obtain prior approval from BEXAR. BEXAR will not pay BURNET for any non-emergency medical services for which it did not provide prior approval. BURNET will advise BEXAR's Designated Representative of any information requested by BEXAR to help BEXAR determine if the inmate should be transported back to Bexar County to receive the medical services and/or treatments.
- 4. **OFF-SITE SERVICES/EMERGENCY MEDICAL SERVICES:** In the event of a medical emergency or a life threatening medical situation, BURNET shall proceed immediately with necessary medical treatment. BEXAR COUNTY Sheriff or designee shall be informed of any BEXAR 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 BEXAR to monitor utilization of off-site services by providing information about the course of

an inmate's care and treatment. BEXAR may elect to retake and return to BEXAR 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 BEXAR for the costs of hospitalization and/or medical care for any BEXAR inmate. In the event direct billing is unavailable, BEXAR shall reimburse BURNET in accordance with the terms of this Agreement.
6. **MEDICAL RECORDS:** BEXAR 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. BEXAR 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 BEXAR at the time each BEXAR inmate is returned. The Parties will comply with all of the applicable Health Insurance Portability and Accountability requirements, Texas Health and Safety Code Section 181, et. seq, and all other laws and regulations that pertain to the privacy of medical records and medical information.
7. **MEDICAL INVOICES:** Except as discussed in 3(B), and as provided in Texas Attorney General Opinions DM-225 and DM-380, BEXAR shall reimburse BURNET monthly for actual costs spent for medical services of all BEXAR inmates, other than routine medical services included in the per-day rate, subject to the submission of appropriate supporting documentation. BURNET shall provide BEXAR with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
8. **INMATE MEDICAL REPORT:** Upon request from BEXAR, BURNET will provide an inmate report of health care provided.
9. **FACILITY INSPECTION:** BURNET agrees to allow periodic inspections of the facilities by BEXAR law enforcement personnel. The reports of state or federal inspections of the facilities will be provided to BEXAR upon request.
10. **TRANSPORTATION AND OFF-SITE SECURITY:** BEXAR is solely responsible for the transportation of inmates between the BURNET County Jail and the BEXAR Facility. BURNET agrees to provide ambulance and other transportation for BEXAR inmates to and from local off-site medical facilities and will invoice BEXAR in accordance with Article 2, Section 7.
11. **COURT APPEARANCES:** BEXAR shall be responsible for the transportation of BEXAR inmates to/from BURNET Jail. BEXAR will be responsible for the transportation of inmates for all court proceedings and hearings and during court appearances in BEXAR County.
12. **TRANSPORTATION TO TDCJ:** BEXAR is responsible for the transport of BEXAR 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 BEXAR 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:** BEXAR 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 BEXAR provide such records to BEXAR upon request.
17. **RETURN OF INMATES TO BEXAR:** Upon demand by BEXAR, BURNET will relinquish to BEXAR physical custody of any inmate. Upon request by BURNET, BEXAR 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. **TOTAL-NOT-TO-EXCEED AMOUNT:** Total payments for detention services under this Agreement shall not exceed **FIVE HUNDRED SEVENTY-SIX THOUSAND DOLLARS AND NO CENTS (\$576,000.00)** for each two month Initial Period and each Renewal Period. Medical services discussed in section 3(B) and section 4 are not included in this total-not-to-exceed amount.
2. **BEXAR** will also pay invoiced amounts for inmate(s) housed as of the effective date of this Agreement for those inmates housed in **BURNET** facilities beginning in April 2024 for invoiced periods including April 2024, May 2024, June 2024 and July 2024 so long as such invoice is accompanied by appropriate backup to support requested payment amounts.
3. **PER DIEM RATE:** The per diem rate for detention services under this Agreement is \$80.00 per man-day, subject to Article 1, Section 2 of this Agreement. This rate covers one inmate per day. A portion of any day on which a **BEXAR** inmate arrives at **BURNET** County Jail will count as a man-day under this agreement.
4. **BILLING PROCEDURE:** **BURNET** shall submit an itemized invoice for the services provided each month to **BEXAR**, 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 **BEXAR**. If any amount set out in an invoice is disputed by **BEXAR**, **BEXAR** will notify **BURNET** in writing of the disputed amount, and the basis for the dispute, within fifteen (15) days of receipt of such invoices. Only payment of the disputed amount may be retained by **BEXAR** until the disputed matter is resolved, and payment of the undisputed amount must be paid in accordance with this Article, Section 2. **BEXAR** will make payment to **BURNET** pursuant to Government Code Chapter 2251. 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 **BEXAR** inmates under this Agreement. Nothing herein will create any obligation upon **BURNET** to house **BEXAR** inmates where the housing of said **BEXAR** 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 **BEXAR** inmates, or any specified number thereof, **BEXAR** shall, upon notice by **BURNET** Sheriff to **BEXAR** Sheriff, immediately remove said inmates from the facility. **BEXAR** 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 **BEXAR** 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 **BEXAR** 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 **BEXAR** jail and pursuant to the

- custody assessment system in place at BURNET's facility.
4. **CLASSIFICATION:** All inmates proposed by BEXAR 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 BEXAR remove that inmate and, if possible, replace said inmate with an appropriate inmate of BEXAR.
 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 BEXAR shall cooperate with and provide information requested regarding any inmate by BURNET Sheriff. BURNET reserves the right to refuse acceptance of any inmate of BEXAR. Likewise, if any BEXAR 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, BEXAR 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 BEXAR. It will be the responsibility of BEXAR 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 BEXAR only when such release is specifically requested in writing by BEXAR 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 BEXAR Jail shortly before the discharge date and for BEXAR to discharge the inmate from the BEXAR Jail. BEXAR 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. BEXAR 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 BEXAR will be required to bond in BEXAR County. BEXAR County will then send BURNET a TTY stating that the inmate has been bonded and BEXAR 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 COUNTY
James Oakley, County Judge
220 S. Pierce St.
Burnet, Texas 78611

To: BEXAR COUNTY

Peter Sakai, County Judge
101 W. Nueva 10th Floor
San Antonio, TX 78205

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. Each party shall be fully responsible and liable for all suits, claims, losses, and expenses, arising out of each party's performance or nonperformance of the services and duties stated in this Agreement. This Agreement is not intended to create any cause of action for the benefit of third parties. No provision of this Agreement is in any way intended to constitute a waiver of any immunities from suits or from liability, or a waiver of tort limitation, that either party has by operation of law, or otherwise. Both Parties maintain adequate insurance to respond to any claims by third-parties or by their respective employees for personal injuries or property damage. Both Parties hereby waive pursuant to this agreement any subrogation rights it may have or acquire as against each other arising in the course of or during the term of this agreement.
9. **APPROVALS:** This Agreement must be approved by the governing bodies of both parties in accordance with the Texas Inter-Local Cooperation Act.

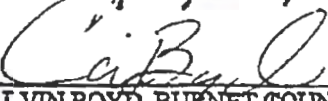
ARTICLE VI
EXECUTION

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: 8/27/2024



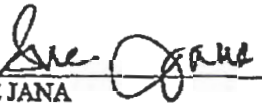
CALVIN BOYD, BURNET COUNTY SHERIFF
DATE: 8-29-24

BEXAR COUNTY, TEXAS:



PETER SAKAI, BEXAR COUNTY JUDGE
DATE: 9-10-2024

APPROVED AS TO LEGAL FORM:



SUE JANA
Bexar County Assistant Criminal District Attorney - Civil Section

APPROVED AS TO FINANCIAL CONTENT:

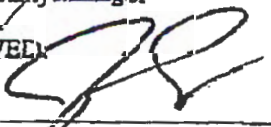


LEO S. CALDERA, CIA, CGAP
Bexar County Auditor



DAVID SMITH
Bexar County Manager

APPROVED:



JAVIER SALAZAR, BEXAR COUNTY SHERIFF