STATE OF TEXAS §
§
COUNTY OF BURNET §

INTERLOCAL COOPERATION AGREEMENT BETWEEN MASON 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 **MASON** 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 **"MASON."**

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 **MASON** 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 **MASON** 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 **SEPTEMBR 1, 2026** and shall be effective through **SEPTEMBER 30, 2027.**
2. **RENEWAL**: This Agreement will automatically renew each October 1, provided **MASON** 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 **MASON** 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 **MASON** inmates.

ARTICLE II
DETENTION SERVICES

For the purposes and consideration herein stated and contemplated, **BURNET** shall provide the following necessary and appropriate services for **MASON** 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 **MASON** 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 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:** 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. 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. **MASON** shall reimburse **BURNET** the amount spent for medical services of all **MASON** inmates, other than routine medical services included in the per-day rate.
4. **OFF-SITE SERVICES: MASON COUNTY** Sheriff or designee shall be informed of any **MASON** 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 **MASON** to monitor utilization of off-site services by providing information about the course of an inmate's care and treatment. **MASON** may elect to retake and return to **MASON** 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 **MASON** for the costs of hospitalization and/or medical care for any **MASON** inmate. In the event direct billing is unavailable, **MASON** shall reimburse **BURNET** in accordance with the terms of this Agreement.
6. **MEDICAL RECORDS: MASON** 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. **MASON** 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 **MASON** at the time each **MASON** inmate is returned.
7. **MEDICAL INVOICES: MASON** shall reimburse **BURNET** monthly for health care services and associated expenses for which **MASON** is responsible under this section. BURNET shall provide **MASON** with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
8. **INMATE MEDICAL REPORT:** Upon request from **MASON**, **BURNET** will provide an inmate report of health care provided.
9. **FACILITY INSPECTION: BURNET** agrees to allow periodic inspections of the facilities by **MASON** law enforcement personnel. The reports of state or federal inspections of the facilities will be provided to **MASON** upon request.
10. **TRANSPORTATION AND OFF-SITE SECURITY: MASON** is solely responsible for the

transportation of inmates between the **BURNET** County Jail and the **MASON** Facility. **BURNET** agrees to provide ambulance and other transportation for **MASON** inmates to and from local off-site medical facilities and will invoice **MASON** in accordance with Article 2, Section 7.

11. **COURT APPEARANCES: MASON** shall be responsible for the transportation of **MASON** inmates to/from **BURNET** Jail. **MASON** will be responsible for the transportation of inmates for all court proceedings and hearings and during court appearances in **MASON** County.
12. **TRANSPORTATION To TDCJ: MASON** is responsible for the transport of **MASON** 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 **MASON** 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: MASON** 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 **MASON** provide such records to **MASON** upon request.
17. **RETURN OF INMATES** to **MASON**: Upon demand by **MASON**, **BURNET** will relinquish to **MASON** physical custody of any inmate. Upon request by **BURNET**, **MASON** 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 EIGHTY-FIVE dollars **($85.00)** 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 **MASON**, 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 **MASON**. **MASON** 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 **MASON** inmates under this Agreement. Nothing herein will create any obligation upon **BURNET** to house **MASON** inmates where the housing of said **MASON** 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 **MASON** inmates, or any specified number thereof, **MASON** shall, upon notice by **BURNET** Sheriff to **MASON** Sheriff, immediately remove said inmates from the facility. **MASON** 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 **MASON** 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 **MASON** 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 **MASON** jail and pursuant to the custody assessment system in place at **BURNET's** facility.
4. **CLASSIFICATION**: All inmates proposed by **MASON** 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 **MASON** remove that inmate and, if possible, replace said inmate with an appropriate inmate of **MASON.**
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 **MASON** shall cooperate with and provide information requested regarding any inmate by **BURNET** Sheriff. **BURNET** reserves the right to refuse acceptance of any inmate of **MASON**. Likewise, if any **MASON** 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, **MASON** 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 **MASON.** It will be the responsibility of **MASON** 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 **MASON** only when such release is specifically requested in writing by **MASON** 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 **MASON** Jail shortly before the discharge date and for **MASON** to discharge the inmate from the **MASON** Jail. **MASON** 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. **MASON** 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 **MASON** will be required to bond in **MASON** County. **MASON** County will then send BURNET a TTY stating that the inmate has been bonded and **MASON** 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**
Brian Wilson, County Judge
220 S. Pierce St.
Burnet, Texas 78611

To: **MASON COUNTY**
Shannon Worrell, County Judge
PO Box 1726
Mason, TX 76856

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 in 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:

9/8/26

BRIAN WILSON, COUNTY JUDGE
DATE:

CALVIN BOYD, BURNET COUNTY SHERIFF
DATE: 9-2-26

MASON COUNTY, TEXAS:

SHANNON WORRELL, MASON COUNTY JUDGE
DATE: 8-31-26

JOE LANCASTER, MASON COUNTY SHERIFF
DATE: 8-31-26

Office of the Governor
Public Safety Office –CEO/Law Enforcement Certifications and Assurances Form

Entity Name: Burnet County	**Date:** 09/01/2026
Agency/Department Name: Burnet County Sheriff	
Name of Chief Executive Officer: Bryan Wilson	
Name of Head of Law Enforcement Agency: Calvin Boyd	

Certification Required by CEO and Head of Law Enforcement Agency

In our respective capacities as chief executive officer of Burnet County ("Grantee") and as head of Burnet County Sheriff ("Agency"), we hereby each certify that Grantee and Agency participate fully, and will continue to participate fully from the date of this certification until the later of August 31, 2027 or the end of the grant project period, in all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS.

We further certify that Grantee and Agency do not have, and will continue not to have until the later of August 31, 2027 or the end of the grant project period, any policy, procedure, or agreement (written or unwritten) that in any way limits or impedes Agency's receipt or DHS's issuance of detainer requests, or in any way limits or restricts Grantee's and Agency's full participation in all aspects of the programs and procedures utilized by DHS to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS.

Additionally, we certify that neither Grantee nor Agency have in effect, purport to have in effect, or are subject to or bound by any law, rule, policy, or practice (written or unwritten) that would:
(1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii); (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); or (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii).

Lastly, we certify that Grantee and Agency will comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

We acknowledge that failure to comply with this certification may result in OOG, in its sole discretion, terminating any grant made by OOG to Grantee, and that Grantee must return all funds received from OOG for any grant terminated under this certification. We further acknowledge that Grantee will remain ineligible for OOG funding until it provides satisfactory evidence that the jurisdiction has complied with this certification for at least one year.

Signature
Chief Executive Officer for Grantee

Signature
Head of Agency