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STATE OF TEXAS §
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COUNTY OF BURNET §

INTERLOCAL COOPERATION AGREEMENT BETWEEN COLLIN 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 COLLIN 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 "COLLIN."

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

ARTICLE II
DETENTION SERVICES

For the purposes and consideration herein stated and contemplated, BURNET shall provide the following necessary and appropriate services for COLLIN 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 COLLIN 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 ensure 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. COLLIN shall reimburse BURNET the amount spent for medical services of all COLLIN inmates, other than routine medical services included in the per-day rate.

4. **OFF-SITE SERVICES:** COLLIN COUNTY Sheriff or designee shall be informed of any COLLIN 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 COLLIN to monitor utilization of off-site services by providing information about the course of an inmate's care and treatment. COLLIN may elect to retake and return to COLLIN 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 COLLIN for the costs of hospitalization and/or medical care for any COLLIN inmate. In the event direct billing is unavailable, COLLIN shall reimburse BURNET in accordance with the terms of this Agreement.
6. **MEDICAL RECORDS:** COLLIN 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. COLLIN 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 COLLIN at the time each COLLIN inmate is returned.
7. **MEDICAL INVOICES:** COLLIN shall reimburse BURNET monthly for health care services and associated expenses for which COLLIN is responsible under this section. BURNET shall provide COLLIN with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
8. **INMATE MEDICAL REPORT:** Upon request from COLLIN, BURNET will provide an inmate report of health care provided.
9. **FACILITY INSPECTION:** BURNET agrees to allow periodic inspections of the facilities by COLLIN law enforcement personnel. The reports of state or federal inspections of the facilities will be provided to COLLIN upon request.
10. **TRANSPORTATION AND OFF-SITE SECURITY:** COLLIN is solely responsible for the transportation of inmates between the BURNET County Jail and the COLLIN Facility. BURNET agrees to provide ambulance and other transportation for COLLIN inmates to and from local off-site medical facilities and will invoice COILIN in accordance with Article 2, Section 7.
11. **COURT APPEARANCES:** COLLIN shall be responsible for the transportation of COLLIN inmates to/from BURNET Jail. COLLIN will be responsible for the transportation of inmates for all court proceedings and hearings and during court appearances in COLLIN County.
12. **TRANSPORTATION To TDCJ:** COLLIN is responsible for the transport of COLLIN 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 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. **ADMITI1NG AND RELEASING:** COLLIN 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 COLLIN and provide such records to COLLIN upon request.
17. **RETURN OF INMATES**, to COLLIN: Upon demand by COLLIN, BURNET will relinquish to COLLIN physical custody of any inmate. Upon request by BURNET, COLLIN will resume custody of any inmate so requested within two (2) calendar days, 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. Eighty- five dollars ($85.00) per day for guaranteed bed space sold in banks of eight (8).
2. **BILLING PROCEDURE:** BURNET shall submit an itemized invoice for the services provided each month to COLLIN, 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 COLLIN. COLLIN will make payment to BURNET in accordance with Government Code Sec. 2251.021 Time for Payment by Governmental Entity. 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 COLLIN inmates under this Agreement. Nothing herein will create any obligation upon BURNET to house COLLIN inmates where the housing of said COLLIN 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 Office 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 COLLIN inmates, or any specified number thereof COLLIN shall, upon notice by BURNET Sheriff to COLLIN Sheriff, immediately remove said inmates from the facility. COLLIN 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 COLLIN 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 COLLIN 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 COLLIN jail and pursuant to the custody assessment system in place at BURNET's facility.
4. **CLASSIFICATION:** All inmates proposed by COLLIN 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 COLLIN remove that inmate and, if possible, replace said inmate with an appropriate inmate of COLLIN.
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 COLLIN shall cooperate with and provide information requested regarding any inmate by BURNET Sheriff. BURNET reserves the right to refuse acceptance of any inmate of COLLIN. Likewise, if any COLLIN 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, COLLIN 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 recordkeeping will continue to be the responsibility of COLLIN. It will be the responsibility of COLLIN 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 COLLIN only when such release is specifically requested in writing by COLLIN 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 COLLIN Jail shortly before the discharge date and for COLLIN to discharge the inmate from the COLLIN Jail. COLLIN 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 therefrom. COLLIN 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 COLLIN will be required to bond in COLLIN County. COLLIN County will then send BURNET a TTY stating that the inmate has been bonded and COLLIN 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:
Bryan Wilson, County Judge
220 S. Pierce St.
Burnet, Texas 78611

To COLLIN COUNTY:
Chris Hill, County Judge
2300 Bloomdale Rd. #4192
McKinney, Texas 75071

County Administrator
2300 Bloomdale Rd. #4192
McKinney, Texas 75071

Purchasing Department
2300 Bloomdale Rd. #3160
McKinney, Texas 75071

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 Commissioners 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.
10. **FORCE MAJEURE:** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or

other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

11. **VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Collin County, TX.
12. **EXPENSES FOR ENFORCEMENT:** In the event either party hereto is required to employ an attorney to enforce the provisions of this agreement or required to commence legal proceedings to enforce the provisions hereof, the prevailing party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement including collection.

ARTICLE VI
EXECUTION

In Testimony and Witness of which this Agreement has been executed in duplicate originals as follows:

BURNET COUNTY, TEXAS:

_____
BRYAN WILSON, COUNTY JUDGE
DATE: 10/13/26

_____
CALVIN BOYD, BURNET COUNTY SHERIFF
DATE: _____

COLLIN COUNTY, TEXAS:

_____
CHRIS HILL, COLLIN COUNTY JUDGE
DATE: _____

_____
JIM SKINNER, COLLIN COUNTY SHERIFF
DATE: _____

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