

**INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN
HIDALGO COUNTY, TEXAS
AND
JIM HOGG COUNTY, TEXAS
REGARDING THE HOUSING OF PRISONERS IN JIM HOGG COUNTY DETENTION
FACILITY**

This Agreement is made and entered into this 20th day of June, 2018, by and between **JIM HOGG** County Texas, a political subdivision of the State of Texas (hereinafter referred to as "**JIM HOGG**") and **HIDALGO** County, Texas a political subdivision of the State of Texas (hereinafter referred to as "**HIDALGO**"), pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, **HIDALGO** AND **JIM HOGG** seek to enter into an Agreement to provide for the incarceration of **HIDALGO** prisoners (both males and females) in the Jim Hogg County Detention Facility; and

WHEREAS, the purpose of the Agreement is to assist adjacent counties with providing for the public health, safety and well being of each county as well as for the security of the neighboring communities;

NOW, THEREFORE, HIDALGO AND JIM HOGG in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. **JIM HOGG** hereby agrees to house prisoners for **HIDALGO** on a space available basis. The availability of space shall be determined by the Jim Hogg County Sheriff in accordance with current jail regulations as promulgated by the *Texas Commission on Jail Standards* concerning the separation and categories of prisoners. **JIM HOGG** shall follow the *Texas Commission on Jail Standards* as it pertains to the operation of the facility in regards to care, custody, and control of all prisoners transferred to their custody, as outlined in attachment Exhibit "A", which is attached hereto and incorporated by reference as if fully set forth herein.
2. **HIDALGO** shall pay **JIM HOGG** a daily prisoner-housing fee of **FIFTY-FOUR DOLLARS AND NO CENTS (\$54.00)** per prisoner a day. The day the prisoner is "booked in" will be counted and charged. The day the prisoner is "booked out" will not be counted or charged. **JIM HOGG** will mail **HIDALGO** a monthly, itemized invoice showing the actual number of **HIDALGO** prisoner days in that month and the daily **HIDALGO** prisoner count. **HIDALGO** will remit the full amount of the invoice to the Jim Hogg County Auditor's Office within thirty (30) days of receipt thereof.
3. In addition to the daily prisoner housing fee set forth above, **HIDALGO** will pay for any and all hospital, mental health, dental, or other health care services and any prescription drugs provided to any **HIDALGO** prisoners, housed by **JIM HOGG**. Non-prescription medication

will be provided at no cost to **HIDALGO** or its prisoners.

4. **HIDALGO** agrees to comply with all booking procedures of **JIM HOGG**, a copy of which will be provided to **HIDALGO**.
5. **HIDALGO** agrees that **JIM HOGG** will not house any injured prisoners unless **HIDALGO** has furnished an acceptable medical release signed by appropriate medical personnel, certifying that such prisoner may be incarcerated.
6. **JIM HOGG** shall notify **HIDALGO** as soon as practical in the event that any **HIDALGO** prisoner is injured while incarcerated at **JIM HOGG**; and will follow up in providing **HIDALGO** with copies of all incident reports prepared, relative to said injury.
7. The Jim Hogg County Sheriff reserves the right to refuse or return any **HIDALGO** inmate if he determines it to be in **JIM HOGG'S** best interest. **HIDALGO** shall promptly arrange to take custody of any such prisoner so requested by **JIM HOGG**.
8. **JIM HOGG** shall be fully responsible and liable for all suits, claims, losses, and expenses, including reasonable attorney's fees, arising out of **JIM HOGG'S** performance or non-performance of the services and duties herein stated, but only in regard to the actual holding and incarceration of prisoners by **JIM HOGG**, and including the transfer of prisoners to and from **JIM HOGG** unless transported by **HIDALGO**.
9. **TERM:** This agreement shall commence as of the date of execution and shall continue for a term of one (1) year unless terminated as set forth herein. Thereafter, and unless terminated as herein provided, or otherwise renegotiated, the agreement will automatically renew for additional one (1) year terms. If either party deems renegotiation to be necessary, that party shall notify the other party by certified mail, addressed to the County Judge of that party, at least sixty (60) days in advance of the date on which the current term will terminate. Either party may terminate this Interlocal Agreement without cause by giving sixty (60) days written notice of its intent to terminate the Interlocal Agreement.
10. **Transportation and Off-Site Security:**
 - a. In the event **HIDALGO** requests **JIM HOGG** to provide transportation to sites for medical attention, **HIDALGO** agrees to reimburse **JIM HOGG** for transportation costs at the rate of .58 per mile/trip.
11. This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement nor specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by each party, and not otherwise. This Agreement shall be construed under and in accordance with the laws of the State of Texas.
12. **Commitment of Revenues.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Hidalgo County under

this Interlocal Agreement, then Hidalgo County may terminate this Agreement upon ninety (90) days written notice to Jim Hogg County. Hidalgo County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Hidalgo County.

12. **Immunities.** It is expressly understood and agreed that, in the execution of this agreement, neither County waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercising of governmental powers and functions.
13. **Insurance.** Each entity will carry sufficient liability insurance at the statutorily required limits, pursuant to the Texas Tort Claims Act.
14. **Assignment.** This agreement is not assignable without the written consent and approval of HIDALGO.
15. **Conflicts with Applicable Law:** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
16. **No Waiver:** No waiver by any party hereto of any breach of any provision of the agreement will be deemed to be a waiver of any proceeding or succeeding breach of the same or any other provision hereof.
17. **Notice:** Except as may be otherwise specifically provided in this Agreement, all notices, demands, request or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Jim Hogg: County of Jim Hogg, Texas
Attn: Humberto Gonzalez, County Judge
E. Tilley St.
Hebbronville, TX 78361

If to County: County of Hidalgo, Texas
Attn: Ramon Garcia, County Judge
302 W. University Dr.
Edinburg, TX 78539

**With copy to: Hidalgo County Sheriff
 J.E. "Eddie" Guerra
 711 E. El Cibolo Rd.
 Edinburg, TX 78541**

18. **Entire Agreement:** This contract contains the entire Agreement of the parties with respect to the matters covered by its terms. No other agreements, statement or promise made by any party or to any employee, officer or agent of any party, that is not contained in this Agreement, will be of no force or effect, unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.
19. **Legal Construction/Severability:** In case any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision thereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
20. **Prior Agreements:** This Agreement supersedes and terminates all previous Interlocal Agreement between the parties hereto concerning the subject matter hereof, except for any Interlocal Agreement dated prior to this Agreement to the extent work is being performed under said Agreement at the time of executing this Agreement. Once ongoing work under any such previous Interlocal Agreement(s) is completed and payment is remitted such previous Interlocal agreement shall terminate at such time.
21. **Additional Documents:** The Parties agree that they will use reasonable, good faith efforts to execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
22. **Successors:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
23. **Headings:** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
24. **Gender and Number:** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
25. **Non-Discrimination:** The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County policy, including without limitation to race, color, national origin, religion, sex, age, veteran status, or disability.
26. **Authority to Execute:** The execution and performance of this Agreement by the Parties has been duly authorized by all necessary laws, resolutions or corporate action, and this

Agreement constitutes the valid and enforceable obligations of the participating Counties in accordance with its terms.

27. **Governmental Purpose:** Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

IN WITNESS WHEREOF, the undersigned execute this Agreement as of the day and year first above written.

JIM HOGG COUNTY, TEXAS

BY: _____
HUMBERTO GONZALEZ, COUNTY JUDGE

ATTEST:

BY: _____
ZONIA G. MORALES, COUNTY CLERK

HIDALGO COUNTY, TEXAS

BY: Ramon Garcia
RAMON GARCIA, COUNTY JUDGE

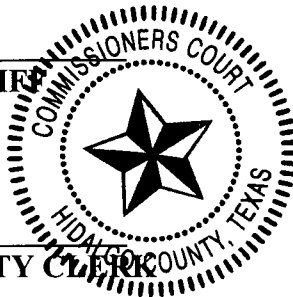
APPROVED BY
COMMISSIONERS' COURT
ON: 6/19/18 *ms*

And

BY: _____
J.E. "EDDIE" GUERRA, SHERIFF

ATTEST:

BY: Arturo Guajardo
ARTURO GUAJARDO, COUNTY CLERK



Approved as to form:
Office of Criminal District Attorney, Hidalgo County, Texas

By: Josephine Ramirez Solis
Josephine Ramirez Solis, ADA

EXHIBIT "A" OPERATION OF THE FACILITY

Section 3.01. Minimum Conditions of Confinement. Jim Hogg shall operate, manage, supervise and maintain the Facility, and provide for the secure custody, care and safekeeping of inmates of the County at the Facility, in accordance with state and local law, but not limited to the regulations and minimum regulations and standards promulgated by the *Texas Commission on Jail Standards* (the "TCJS") In addition to such regulations and standards, the minimum conditions of confinement during the entire period of this Agreement are:

- (a) Staffing shall be provided twenty-four (24) hours a day to supervise inmates.
- (b) Three (3) meals (including two hot meals) shall be provided per day for County inmates. The meals must meet the nationally recommended dietary allowances published by the *National Academy of Sciences*.
- (c) Emergency medical care will be provided for the inmates twenty-four (24) hours per day.
- (d) Jim Hogg will maintain an automatic smoke and fire detection and alarm systems and shall maintain written policies, procedures and practices regarding fire and other safety emergency standards.
- (e) Jim Hogg will maintain a water supply that is certified to be in compliance with applicable laws and regulations, and Jim Hogg will maintain a waste disposal program.

Section 3.02. Applicable Standards. Jim Hogg shall operate and maintain the Facility in accordance with all applicable regulations and standards of the TCJS and this Agreement, and/or variances granted by the TCJS. The physical facility and the combined services and programs will meet or exceed the requirements of the TCJS.

Section 3.03. Physical Plant. The Facility will meet or exceed the requirements of the TCJS and Jim Hogg shall maintain the Facility in compliance with all applicable codes, including, but not limited to, the *National Electric Code*, *Uniform Plumbing Code*, *Uniform Mechanical Code*, *National Fire Protection Association Life Safety Code 101*, and local zoning ordinances applicable to the Facility. Jim Hogg shall provide written documentation of compliance with these codes upon request of County.

Section 3.04. Food Services. Jim Hogg will provide food and beverage services in compliance with all the applicable regulations and standards, sanitation and health codes, with menus (planned and reviewed in advance by a registered dietitian or physician) that meet the nationally recommended dietary allowances published by the *National Academy of Sciences*. Jim Hogg will provide two (2) hot meals daily, and one (1) other meal that need not be hot, with no more than 14 hours elapsed between meals. Special diets shall be available to inmates as prescribed by appropriate medical or dental personnel, and where inmates' religious beliefs require the adherence to universally recognized religious dietary laws.

Section 3.05. Laundry Services. Jim Hogg shall provide laundry facilities and services to inmates, and be responsible for the issuance of clean clothing, linen, bath and hand towels when each inmate

arrives at the Facility. Laundering of linens and clothing shall be in accordance with Jim Hogg's policies and procedures. Pillows and mattresses shall be sanitized with chemicals approved by *the Texas Department of Health (the "TDH")*, for sanitizing bedding, before being reissued to a newly received inmate.

Section 3.06. Transportation. Jim Hogg agrees to provide transportation of inmates of County to and from County's Jail and courthouse and Jim Hogg's facility. In the event, the County requires Jim Hogg ID provide transportation to sites other than specified above, the County will reimburse Jim Hogg for transportation costs at a mutually agreeable rate of .58 per mile or per trip. Such services shall be performed and provided in compliance with the following:

(a) Transportation and escort guard services will be performed, pursuant to policies, procedures and practices established by Jim Hogg, by armed qualified officers employed by Jim Hogg, and Jim Hogg will implement such practices as may be requested by the Sheriff (as used in this Agreement the term Sheriff shall include his authorized deputies, representatives and agents) to enhance specific requirements for security, monitoring, and contraband control;

(b) Upon arrival at the Courthouse, jail facility or TDCJ-ID, transportation and escort guards will turn inmates over to a Deputy Sheriff or authorized agent, only upon presentation by such Deputy or authorized agent of proper law enforcement credentials;

(c) Jim Hogg will transport inmates to any Courthouse or designated jail facility upon a specific request from the Sheriff who will designate the inmate, the Courthouse or jail facility, and the date the inmate is to be transported;

(d) Each inmate will be restrained in handcuffs, waist chains, and leg irons during transportation.

(e) Jim Hogg will continue to be liable for the actions of its employees while they are transporting inmates on behalf of the Sheriff. Workers' compensation shall be provided for Jim Hogg's employees while on duty, including while they are providing transport services.

(f) Jim Hogg will provide other transportation for inmates as determined necessary and as agreed upon with the Sheriff.

Section 3.07. Medical Guidelines and Reporting. Jim Hogg will comply with Tex. Health and Safety Code, Sections 85.112, 85.113 and 85.114 including but limited to:

(a) Jim Hogg will, prior to accepting any of the County's Inmates, develop workplace guidelines that address HIV policies, confidentiality, and employee/inmates education programs. The guidelines shall, at a minimum, incorporate the *model workplace guidelines* published by the TOH consistent with state and federal laws and regulations. Jim Hogg shall maintain the written policies and guidelines at the Facility; and

(b) Jim Hogg will, prior to accepting any of County's inmates, develop confidentiality guidelines regarding AIDS and HIV medical information for employees and inmates. These

policies shall be consistent with state and federal laws and regulations.

Section 3.08. Health Services. Jim Hogg shall provide access to basic health care needs by the inmates, who will not be charged and shall not be required by Jim Hogg to pay their own medical expenses. Medical and basic health care services shall comply with the following provisions:

(a) The per diem rate as set forth in section 4.03 below, covers only routine medical services such as on-site sick call (when provided by on-site staff), nonprescription program (over the counter/non-legend) and routine drugs and medical supplies. The per diem rate does not cover medical/health care services provided outside of the Facility or by other than Facility staff, prescription or treatments, or surgical, optical, dental care, and does not include the costs associated with any hospitalization of an inmate. The County shall pay Jim Hogg an amount equal to the amount Jim Hogg is required to expend for medical services other than those routine medical services provided for under the per diem rate. When it becomes necessary for an inmate to be hospitalized, Jim Hogg shall contact the County, through its Sheriff or designated representative, as soon as possible (and prior to admission unless the inmate is suffering from a life-threatening condition) to inform the County of the fact that the inmate has been, or is to be, hospitalized and of the nature of the illness or injury that has required the hospitalization.

(b) State certification and licensing requirements shall apply to all health care personnel responsible for dispensing medical services to inmates. Jim Hogg shall provide and certify all direct care employees in standard first aid procedures and cardiopulmonary resuscitation (CPR).

(c) Jim Hogg shall have sufficient first aid supplies and equipment adequately maintained at all times to support the overall medical treatment requirements of the assigned inmate population. Medical first aid supplies shall be maintained in accordance with prescribed standards recognized or approved by a licensed, recognized health authority which possess the expertise to evaluate, assess, and determine the potential need or conditions of the required first aid supplies and equipment. Jim Hogg shall implement a system of inventory management to ensure that first aid equipment and supplies are adequately replaced and replenished.

(d) All costs associated with hospital or health care services provided outside the Facility will be paid directly by the County, or promptly reimbursed to Jim Hogg. In the event that a contract with a medical facility/physician exists which allows Jim Hogg to receive discounted rates, the County shall be charged at that rate for such inmates.

(e) Jim Hogg shall notify the Sheriff as soon as possible of all emergency medical cases requiring removal of an inmate from the Facility and to obtain prior authorization for removal for all other medical services required.

(f) When an inmate is being transferred to another facility, the inmate will (as applicable) be provided with all of the inmate's remaining prescription medications (if any) that is being held at the facility.

(g) Medical records will be transferred with the inmate so transferred to another facility. It shall be Jim Hogg's responsibility to obtain and maintain such records for each inmate.

(h) Subject to the following paragraph 3.08 (i), Jim Hogg will submit invoices for such medical services along with its regular monthly billings for detention services, and such invoices shall be paid on the same terms as the regular monthly billings.

(i) If the hospitalization of an inmate is to be for a duration of more than twenty-four (24) hours, or the cost of any medical care or hospitalization is to exceed \$2,000.00, Jim Hogg has the right to arrange for the hospital or healthcare provider to bill the County directly for the costs of the hospitalization and/or medical care, rather than Jim Hogg paying the costs and billing the same to the County. If the hospital or healthcare provider refuses to bill the County directly, the County shall reimburse Jim Hogg for such costs within thirty (30) business days of receipt of an invoice from Jim Hogg which Invoice may be delivered personally, by facsimile, by mail or by other reliable courier.

(j) The County will provide Jim Hogg with medical information for all inmates sought to be transferred to Jim Hogg's Facility under this Agreement, including information regarding any special medication, diet or exercise regimen applicable to each inmate.

(k) Jim Hogg is not required to accept or to retain any inmate who is suffering from a chronic or terminal disease or condition, and the County agrees to accept the return of any such inmate upon delivery to its jail or other agreed upon detention or health care facility by Jim Hogg.

Section 3.09. Recreation and Exercise. Jim Hogg shall provide adequate physical facilities, equipment, and supplies for a recreation program that meets all applicable regulations and standards of the TOS.

Section 3.10. Visitation. Jim Hogg shall provide adequate space for family visitation which area shall include furniture, equipment, and supervision necessary to implement a visitation program that meets all applicable regulations and standards of the TCJS.

Section 3.11. Safety Requirements. Jim Hogg shall operate and maintain the Facility in compliance with all applicable codes. Such operation and maintenance shall comply with the terms and provisions of this Agreement and the applicable regulations and standards of the TCJS. Jim Hogg shall further maintain the Facility, adopt and establish safety plans and provide safety reports as follows.

(a) The Facility shall be maintained in compliance with all applicable codes, including, but not limited to, the *National Fire Protection Life Safety Code 101*, the *National Electric Code*, *Uniform Plumbing Code*, *Uniform Mechanical Code*, local ordinances, and the Texas Commission on Jail Standards, relative to safety;

(b) Jim Hogg will establish an emergency fire plan and written procedures for the safe evacuation of inmates and staff. Each new inmate shall be briefed on evacuation procedures during admission. Written emergency fire exit plans shall be posted in all major meeting rooms, dining rooms, hallways, and living areas; and

(c) Jim Hogg shall complete an injury report as provided in the event that any injury to an inmate results in one (1) full day's loss of work or programmatic activity, and/or that results in

medical treatment, provided that first aid treatment shall not be deemed medical treatment. Jim Hogg shall complete an injury report and shall forward it to the Sheriff's designated representative as soon as practical.

Section 3.12. Inmate Correspondence. Jim Hogg shall handle inmate correspondence in accordance with all applicable regulations and standards of the TCJS.

Section 3.13. Inmate Funds. Jim Hogg shall have written policies and procedures governing the operations of any fund established for the inmates. These funds shall be held by Jim Hogg and shall be controlled consistent with generally accepted accounting principles.

Section 3.14. Religious Services. Jim Hogg shall cause religious services to be conducted for inmates in accordance with the standards set by the TCJS. Participation in religious services shall be voluntary for all inmates.

Section 3.15. Security. Jim Hogg shall provide adequate security with respect to the inmates in accordance with all requirements of this Agreement and the applicable regulations and standards by TCJS. As part of such security program, Jim Hogg will comply with the following census and reporting requirements:

- (a) Jim Hogg will develop, implement and document a daily system for physically counting all inmates assigned to the Facility, assuring strict accountability for inmates and that at least one (1) inmate count occurs per shift; and
- (b) Jim Hogg will notify the Sheriff immediately whenever an inmate is involved in an escape, attempted escape, or conspiracy to escape from the facility.

Section 3.16. Programs. Jim Hogg shall provide programming to meet the needs of the inmate population as requested by the Sheriff. Programs may include but not be limited to educational, counseling, substance abuse education, and case management. The per diem rate set forth in Section 4.03 below, only covers basic custodial care and supervision and does not include any special educational, vocational or other programs. The parties may agree by a written amendment to this Agreement, or by separate agreement, for the provision of special programs on terms mutually agreed to by the parties. Jim Hogg may, at no cost to the County and not inconsistent with the applicable regulations and standards of the TCJS and the purposes of this Agreement, provide special programs for the inmates and permit or require selected inmates to participate in selected programs provided in other segments of the Facility.

Section 3.17. Receiving and Discharging. Jim Hogg agrees to accept and release inmates only to authorized persons, in compliance with the following:

- (a) Jim Hogg shall accept inmates presented by the Sheriff, only upon presentation by the officer of proper law enforcement credentials;
- (b) Jim Hogg agrees to release inmates only to law enforcement officers of agencies authorized by the Sheriff or to a Deputy Sheriff. Those inmates who are remanded to custody by the Sheriff may only be released to Sheriff or an agent specified by the Sheriff; and

(c) Inmates may not be released from the facility or placed in the custody of any federal, state or local official other than the Sheriff for any reason except for medical emergency situations, a court order, or authorization by the Sheriff.

Section 3.18. Disciplinary Procedures. Jim Hogg shall establish written "Disciplinary Procedures", to include the processing of violations and graduated sanctions that may be imposed. Each inmate shall be informed of the disciplinary procedures and provided with a copy of the same upon admission. Jim Hogg shall maintain a master file of all discipline reports and actions taken and shall provide the Sheriff with a copy of each report in the event an inmate commits a violation.

Section 3.19. Grievance procedures. Jim Hogg shall establish written grievance procedures, which procedure shall be provided to all inmates upon admission. At a minimum, the procedure shall utilize a two-step process and shall conform to the applicable regulations and standards of the TCJS. Jim Hogg shall maintain a master file of all grievances filed and the actions taken.

Section 3.20. Use of Force. Jim Hogg shall establish written procedures governing the use of force against inmates. This procedure shall conform to all applicable regulations and standards of the TOS. Jim Hogg shall maintain a master file of all incidents that occur.

Section 3.21. Inspection and Technical Assistance. Jim Hogg agrees to periodic inspections of the Facility by the Sheriff. Findings of the inspection will be shared with Jim Hogg in order to promote improvements to facility operations, conditions of confinement and services levels.

Section 3.22. Access to Books and Records. Jim Hogg agrees to maintain and make available for inspection, audit or reproduction by County, the TCJS and/or their employees, attorneys, agents and/or independent auditors, all books, documents and other records pertaining to the services provided hereunder, and/or to the sums billed by Jim Hogg. Such records shall be maintained by Jim Hogg for at least three (3) years following termination of this Agreement, and thereafter until any pending audit or litigation and all questions arising there from and involving this Agreement or such records has been finally resolved.

RESERVATION OF BEDS AND PAYMENT

Section 4.01. Jim Hogg's Right to House Inmates. Jim Hogg hereby reserves inmate beds in the Facility for County to utilize at any time during the Term of this Agreement on a space available basis, and County agrees to pay the per diem rate specified in Section 4.03 below for the housing and care of such inmates, and the detention services to be provided by Jim Hogg pursuant to this Agreement. The foregoing notwithstanding, the County shall only be required to pay for inmates actually housed at the Facility. The term "County Inmates" as used herein include only inmates being held by the County, or sentenced by courts of the County, or being held in the County by reason of their residence in the County; it does not, however, include inmates coming from other counties, states or federal jurisdictions or agencies.

Section 4.02. Scheduling of Usage. Jim Hogg and the Sheriff shall develop a mutually agreeable

schedule for the assignment of inmates to the Facility during the Term of this Agreement, and any renewals or extensions thereof. The Sheriff may, at his discretion and subject to section 4.01 above, assign as many inmates to the Facility "on an as-needed basis", as he shall determine without special arrangement or notice, and Jim Hogg shall accept, house and provide services to such inmates pursuant to this Agreement.

Section 4.03. Per Diem Rate. The per diem rate for the actual housing and care of County inmates on "an as-needed basis" and related detention and transportation services specified in this Agreement is **fifty-four dollars (\$54.00) per inmate, per day.** This rate covers one inmate/bed per day. A portion of any day shall count as an inmate day under this Agreement, except that the County shall not be billed for two days when an inmate is admitted one evening and removed the following morning. In that situation, Jim Hogg will bill for the day of arrival, but not for the day of departure.

Section 4.04. Billing Procedure. Jim Hogg shall submit an itemized invoice for the services provided hereunder (together with an invoice for any reimbursable medical expenses as set forth in Section 3.08 (h) above) each month to the County, in arrears. Invoices will be submitted to the Sheriff of the County designated to receive the same on behalf of the County. The County shall make payments to Jim Hogg within thirty (30) days after receipt of the invoice. Payment shall be made payable to Jim Hogg County and shall be delivered at the address set forth in section 6.04 below.

Section 4.05. Regulation of Maximum Occupancy. Nothing herein shall create any obligation upon Jim Hogg to house the County's inmates where the housing of said inmates will raise the population of the Facility above the permissible number of inmates allowed by law, or will create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at Jim Hogg's Facility, or result in possible violation of the constitutional rights of the inmates housed at the Facility. At any time that Jim Hogg determines that a condition exists at Jim Hogg's Facility necessitating the removal of any of the inmates, or any specified number thereof, Jim Hogg shall following at least eight (8) hours prior notice to the Sheriff (unless a different deadline is agreed to by the parties) return said inmate to the County.

Section 4.06. Inmate Eligibility. The only inmates eligible for incarceration in the Facility pursuant to this Agreement are male and female inmates that are classified in accordance with the custody level of the assigned Facility, in accordance with the applicable regulations and standards of the TCJS and meeting the classification requirements for the facility beds as described in the TCJS Manual, Chapter 271, "Objective Jail Classification Manual".

All inmates proposed by the County to be transferred to Jim Hogg's Facility under this Agreement must meet the eligibility requirements set forth above. Inmates shall not have a history of escape or attempted escape from custody; (2) be in need of psychiatric care or have a history of mental illness; and (3) shall not require chronic health care needs {to include but not limited to those inmates known by the County to have an unstable cardiac condition, those requiring renal dialysis, those known to have an infectious disease, those known to be HIV positive or diagnosed as having Acquired Immune Deficiency Syndrome (AIDS), or those known to have unresolved orthopedic problems and those known to be unstable diabetics).

Prior to Jim Hogg receiving inmates for transportation by the Facility, the County shall furnish the

following: (1) complete information and documentation relating to the inmate's case history; (2) all the inmate's records concerning classification, including conduct records; (3) medical and clinical records, including certification of tuberculosis screening or treatment; and (4) any information necessary to advise Jim Hogg in regard to any special medication, diet or special exercise regimen requirements applicable to each prospective Inmate.

Section 4.07. Continuing Reservation Regarding Inmates. Jim Hogg reserves the right for its designated representative to review the background of all inmates sought to be transferred to the Facility, and the County shall cooperate with and provide information requested regarding any inmate by Jim Hogg. Jim Hogg reserves the right to refuse, for good cause, acceptance of any inmate. Likewise, if any inmate's behavior, medical or psychological condition, or other circumstance of reasonable concern to Jim Hogg makes the inmate unacceptable for continued incarceration in the Facility in the opinion of Jim Hogg, Jim Hogg shall provide at least eight (8) hours prior notice to the Sheriff (unless a different deadline is agreed to by the parties) return said inmate, to the County. Inmates may also be removed from the Facility when their classification changes for any purpose, including long-term medical segregation.

Section 4.08. Inmate Sentences. Jim Hogg shall not be in charge of, 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. All such computations and record keeping shall continue to be the responsibility of the County. It shall be the responsibility of the County to notify Jim Hogg of any discharge date for an inmate at least ten (10) days before such date. Jim Hogg will release inmates of the County only when such release is specifically requested in writing by the Sheriff. However, it is agreed that the preferred and usual course of dealing between the parties shall be for Jim Hogg to transport and return inmates to the County shortly before their discharge date, and for the County to discharge the inmate from its own facility. The County accepts the responsibility for the calculations and determinations set forth above and for giving Jim Hogg notice of the same. The County is responsible for all paperwork and arrangements for inmates to be transferred to the TDCJ-1D.