

STATE OF TEXAS

INTERLOCAL COOPERATION

COUNTY OF BURNET

AGREEMENT

This INTERLOCAL COOPERATION AGREEMENT (the Agreement) shall become effective on the 17th day of **NOVEMBER, 2016** by and between the **COUNTY OF COMAL**, a political subdivision of the State of Texas ("County"), and the **COUNTY OF BURNET**, a political subdivision of the State of Texas ("Contractor"). COUNTY and CONTRACTOR may hereafter be referred to singularly as a "Party" collectively as the "Parties". This Agreement is entered into by the Parties pursuant to authority granted under the Inter-local Cooperation Act, Texas Government Code Chapter 791.

WITNESSETH

WHEREAS, COUNTY is seeking to provide for the housing and care of certain inmates of County; and

WHEREAS, CONTRACTOR currently has excess capacity and the ability to provide housing and care for such inmates at the Burnet County Jail ("Jail") which is managed by Burnet County Sheriff's Office: and

WHEREAS, the Parties desire to enter into an agreement pursuant to which CONTRACTOR will provide detention services for inmates of COUNTY.

Now, THEREFORE, in consideration of the mutual covenants and agreements stated herein, the Parties agree as follows:

ARTICLE I
PURPOSE

1.01 The purpose of this Agreement is to establish the terms and conditions under which CONTRACTOR will provide to COUNTY detention services for COUNTY inmates.

ARTICLE II
TERM

2.01 The term ("Term") of this Agreement shall commence on the date of execution by the last Party hereto and shall terminate one year from commencement. The Agreement shall renew automatically each year upon the anniversary date of its expiration unless one (1) of the Parties hereto provides the other Party with written notice of its desire not to renew the Agreement. Such notice shall be provided at least sixty (60) days prior to the expiration of the current term. All agreements between the Parties are set out in this Agreement and no oral agreements which are not contained in this Agreement will be enforceable against either Party.

2.02 Notwithstanding Article II, Section 2.01 hereof, this Agreement will terminate in the event sufficient funds are not appropriated by the **Comal County Commissioners Court** to meet the COUNTY'S fiscal obligations herein, or if sufficient funds are not appropriated by the Burnet County Commissioners Court to meet the CONTRACTOR'S service obligations agreed hereto in any fiscal year. In such event, each Party agrees to give the other Party sixty (60) days' written notice prior to termination.

2.03 The Parties hereby agree that, notwithstanding any other language to the contrary herein, either Party may terminate this Agreement with or without cause by giving to the other Party thirty (30) days written notice of its intention to terminate.

ARTICLE III
DESIGNATED REPRESENTATIVES

3.01 COUNTY hereby appoints, **Judge Sherman Krause or his successor, County Judge of Comal County, 150 N. Seguin Street, New Braunfels, Texas 78130** as its designated representative under this Agreement.

3.02 CONTRACTOR hereby appoints **James Oakley, County Judge of Burnet County or his successor**, as its designated representative under this Agreement.

3.03 Either Party may change its designated representative at any time by providing the other Party with written notice of the change pursuant to Article X, Section 10.01 herein below.

ARTICLE IV
CONTRACTOR OBLIGATIONS

4.01 CONTRACTOR and/or contractor's agent agrees to accept and provide for the secure custody, care and safekeeping of inmates of COUNTY in accordance with state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards ("Jail Commission"). The Parties agree that any inmate of COUNTY shall be eligible for incarceration in CONTRACTOR'S facility under this Agreement provided that the incarceration of such inmate is in accordance with the standards under the Jail Commission approved custody assessment system in place at CONTRACTOR'S facility.

4.02 CONTRACTOR and/or contractor's agent shall provide housing, care, meals and routine medical services for such inmates on the same basis as it provides for its own inmates confined in its Center, subject to the terms and conditions of this Agreement. Routine medical services provided to COUNTY'S inmates shall also be in accordance with CONTRACTOR'S Health Services Plan for CONTRACTOR'S inmates as required by Texas Administrative Code, Title 37, Part 9, Chapter 273, Rule 273.2.

4.03 COUNTY agrees that it is responsible for the transportation of its own inmates to and from CONTRACTOR'S facility, including but not limited to transportation of inmates to and from court proceedings and hearings; transportation of inmates to the Texas Department of Criminal Justice, Institutional Division, for confinement; and/or transportation of inmates to and from COUNTY for any purpose, including non-routine medical services not covered by this Agreement, as provided in Article IV, Section 4.06 herein below.

4.04 CONTRACTOR and/or contractor's agent agrees to provide reasonable medical services to inmates of County as follows.

- (a) CONTRACTOR and/or contractor's agent shall provide routine medical services to inmates of COUNTY in its facility, including on-site sick call (provided by on-site staff) and Non-prescription, over-the-counter/non-legend and routine drugs and medical supplies; and
- (b) CONTRACTOR and/or contractor's agent shall provide non-routine medical services to inmates of COUNTY which are necessitated by an emergency or by life threatening medical situation,

including ambulance transportation or emergency flight if required at the cost of COUNTY.

In the event an inmate of COUNTY requires medical services other than those described in subparagraph (a) hereinabove, including but not limited to dental, optical services, mental health services, prescription drugs and treatments, CONTRACTOR agrees to contact COUNTY'S Designated Representative to advise the Designated Representative of the County: (i) the identity of the COUNTY inmate; (ii) the type of the medical services and/or treatments the COUNTY inmate has received at CONTRACTOR'S facility in connection with the illness or condition for which CONTRACTOR is contacting COUNTY'S Designated Representative; (iii) a contact name and telephone number for the representative with CONTRACTOR'S facility that determined the medical services and/or treatments are necessary for the COUNTY inmate; and (iv) the arrangements which have been made to transport the COUNTY inmate back to **COMAL COUNTY** to receive the medical services and/or treatments.

4.05 CONTRACTOR and/or contractor's agent agrees that the detention services to be provided under this Agreement include only basic custodial care and supervision, and do not include any special educational, vocational, or other programs.

4.06 CONTRACTOR and/or contractor's agent reserves the right for its Designated Representative to review the background of inmates sought to be transferred to CONTRACTOR'S facility, and COUNTY agrees to cooperate with and provide information reasonably requested regarding any such inmate. CONTRACTOR reserves the right to refuse acceptance of any such inmate if, in the reasonable judgment of CONTRACTOR'S Designated Representative, a particular inmate's behavior, medical, or psychological condition, or other circumstances of reasonable concern, makes the inmate unacceptable for incarceration in the CONTRACTOR'S facility.

4.07 CONTRACTOR and/or contractor's agent further agrees that should a prisoner be injured while being housed by CONTRACTOR, that CONTRACTOR and/or contractor's agent will within ten (10) hours notify COUNTY of said injury and provide COUNTY with copies of all incident reports relating to the injury.

4.08 CONTRACTOR and/or contractor's agent shall be fully responsible and liable for all suits, claims, losses, and expenses, including reasonable attorney's fees, arising out of CONTRACTOR'S and/or contractor's agent performance or nonperformance of the services and duties herein stated, but only in regard to the actual holding and incarceration of prisoners by Burnet County in the Jail and including the transfer of prisoners to and from the Jail unless transported by COUNTY.

ARTICLE V PAYMENT FOR SERVICES

5.01 COUNTY agrees to pay CONTRACTOR a per-diem rate for detention services under this Agreement in the amount of **\$35.00 for each day that detention services are provided**. The Parties agree that a portion of any day shall be computed as full day under this Agreement, and subject to the per diem rate, only on the day of arrival of the inmate to CONTRACTOR'S facility. COUNTY shall not be responsible for any pro-rated per diem fees for any partial day that includes the day of departure of any inmate.

5.02 COUNTY understands and acknowledges that only routine medical services, as described in Article IV, Section 4.04(a) hereinabove are included in the per diem rate for detention services provided under

this Agreement, and reasonable medical expenses for services that are required to be provided pursuant to Article IV, Section 4.04(b) herein above shall be the responsibility of COUNTY.

5.03 CONTRACTOR and/or contractor's agent agrees to issue a monthly invoice to COUNTY addressed to the **COUNTY AUDITOR, 150 N. SEGUIN STREET #201, NEW BRAUNFELS, TEXAS 78130**, with a copy to COUNTY'S Designated Representative. Such statement shall detail the amount of compensation due and expenses incurred that are the responsibility of COUNTY under this Agreement as well as the period of time for which the invoice applies. The invoice submitted by CONTRACTOR hereunder shall be paid in accordance with Government Code Chapter 2251. If any amount set out in any invoice is disputed by COUNTY, then COUNTY agrees to notify CONTRACTOR in writing of the disputed amount, and the basis for the dispute, within fifteen (15) days of receipt of such invoice. The Parties agree that only payment of the disputed amount may be retained by COUNTY until the disputed matters resolved, and that payment of the undisputed balance must be paid in accordance with this Article V, Section 5.03.

5.04 Payments by COUNTY to CONTRACTOR for the detention services provided under this Agreement must be made from current revenues available to COUNTY. The payment of funds under any provision of this Agreement by COUNTY is contingent upon an appropriation by COUNTY to cover the provisions of the Agreement. Neither COUNTY, its elected officials, employees, agents, attorneys, nor any other individual acting on behalf of COUNTY may make any representation or warranty as to whether any appropriation will, from time to time, be made by the governing body of COUNTY to be in default under this Agreement, and CONTRACTOR'S sole and exclusive remedy shall be to terminate this Agreement.

ARTICLE VI RECORDS

6.01 COUNTY agrees to provide CONTRACTOR and/or contractor's agent with copies of all inmate classifications and detention records applicable to each inmate that is to be detained in CONTRACTOR'S facility under this Agreement as well as any medical records or other relevant information in the possession of COUNTY for each such inmate, including information regarding any special medication, diet or exercise regimen applicable to each such inmate.

6.02 Upon request, CONTRACTOR and/or contractor's agent agrees to provide COUNTY with copies of any records or reports maintained by CONTRACTOR that are applicable to the particular inmate of COUNTY relating to that inmate's detention in CONTRACTOR'S facility under this Agreement.

6.03 The Parties agree that CONTRACTOR shall not be responsible for the computation or processing of any inmate's time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. In addition, CONTRACTOR shall not be responsible for paperwork arrangements for any inmate that is to be transferred to the Texas Department of Criminal Justice, Institutional Division. All of the foregoing recordkeeping and/or paperwork requirements shall continue to be the responsibility of COUNTY.

6.04 County agrees to comply with all of CONTRACTOR'S booking procedures. CONTRACTOR and/or contractor's agent hereby agrees to furnish COUNTY with a copy of those procedures on, or prior to, execution of this Agreement by CONTRACTOR.

With copy to: Sheriff W.T. Smith
P.O. Box 1249
Burnet, Texas 78611

ARTICLE XI
ASSIGNMENT

11.01 Neither Party may assign its rights, privileges, or obligations under this Agreement, in whole or in part, without the written consent of the governing body of the other Party. Any attempt to assign without such approval shall be void.

ARTICLE XII
COMPLIANCE WITH LAWS AND ORDINANCES

12.01 The Parties hereby agree to comply with all federal, state, and local laws and ordinances applicable to the services to be performed under this Agreement.

ARTICLE XIII
PRIOR AGREEMENTS SUPERSEDED

13.01 This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes all prior understandings or written or oral agreements between the Parties regarding the subject matter of the Agreement.

ARTICLE XIV
MULTIPLE COUNTERPARTS

14.01 This Agreement may be executed in several counterparts by the Parties hereto and each counterpart, when so executed and delivered, shall constitute an original instrument and such separate counterparts shall constitute but one and the same instrument.

ARTICLE XV
PARTIES BOUND

15.01 This Agreement shall be binding upon and inure only to the benefit of the Parties hereto and their respective successors and assigns where permitted by this Agreement. There are no third-party beneficiaries to this Agreement.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, ON THE DATE STATED ABOVE.

COUNTY OF COMAL

COUNTY OF BURNET

BY: _____
SHERMAN KRAUSE
COUNTY JUDGE

JAMES OAKLEY
COUNTY JUDGE

DATE: _____

DATE: _____

BY: _____
JAMES ROBERT "BOB" HOLDER
COUNTY SHERIFF

ATTEST:

BY: _____

APPROVED:

W.T. SMITH
COUNTY SHERIFF

DRAFT