

INTERLOCAL COOPERATION AGREEMENT

This Agreement is made by and entered into between Henderson County, Texas (hereinafter "Contractor") and Rains County, Texas (hereinafter "County") on the date indicated below.

WHEREAS, County is seeking to provide housing and care for certain inmates incarcerated or to be incarcerated in its jail, and

WHEREAS, Contractor currently has the jail capacity and the ability to provide housing and care for such inmates, and

WHEREAS, both parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperation Agreement for such detention services pursuant to Chapter 791 of the Government Code (Vernon's 1992) (formerly Article 4413 (32c), Tex. Rev. Civ. Stat.), and

WHEREAS, the County and the Contractor desire to enter into an agreement pursuant to which the Contractor will provide housing and care for certain inmates incarcerated or to be incarcerated in the County's jail.

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, the parties hereto mutually agree as follows:

ARTICLE I

DETENTION SERVICES

1.01 HOUSING AND CARE OF INMATES: Contractor agrees to accept, and provide for the secure custody, care and safekeeping of inmates of the County in accordance with state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards. The Contractor 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 own jail subject to the terms and conditions of this Agreement. The services and obligations, as hereinafter described, shall be provided by the Contractor at the per inmate Day Rate of ***Forty-five Dollars (\$45.00)***.

1.02 MEDICAL SERVICES: The per Day Rate under this Agreement does not cover medical services such as on-site sick call (when provided by 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 the Contractor's facility or by other than facility staff, prescription drugs and treatments, or surgical, optical and dental care, and does not include the costs associated with any hospitalization of an inmate. The County shall pay the Contractor an amount equal to the amount the Contractor is required to expend for medical services other than those routine medical services provided for by the Day Rate. When it becomes necessary for an inmate to be hospitalized, the Contractor shall contact the County, through its Sheriff or designated representative, as soon as possible 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.

The Contractor shall 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 billing.

It is understood and agreed that if the hospitalization of an inmate is to be for a duration of more than 24 hours, or the cost of any medical care or hospitalization is to exceed Two Thousand Dollars (\$2,000.00), the Contractor has the right to arrange for the hospital or health care provider to bill the County directly for the costs of the hospitalization and/or medical care, rather than the Contractor paying the costs and billing for the County and then billing the County. If the hospital or health care provider refuses to bill the County directly, the County shall reimburse the Contractor for such costs within thirty (30) days of receipt of an invoice from the Contractor. Any such invoice may be delivered to the County personally, by facsimile, by mail, by email or by any other reliable courier.

1.03 MEDICAL INFORMATION: The County shall provide the Contractor with medical information for all inmates sought to be transferred to the Contractor's facility under this Agreement, including any information regarding any special medication, diet or exercise regimen applicable to each inmate.

1.04 TRANSPORTATION AND OFF-SITE SECURITY: The County is solely responsible for the transportation of its inmates to and from the Contractor's facility. Arrangements can be requested by the County to the Contractor for the inmates to be transported by Contractor from the County's facility to the Contractor's facility. Contractor agrees to provide non-ambulance transportation for inmates to and from local (within 30 miles) off-site medical facilities as part of the services covered by the per Day Rate. Transportation medical service providers not located within 30 miles of Athens, Texas is the sole responsibility of the County. Ambulance transportation (including emergency flight, ect.) is not covered by the Day Rate and will be billed along with the regular monthly billing submitted to the County by the Contractor.

Contractor will provide stationary guard services as requested or required by the circumstances or by law for inmates admitted or committed to an off-site medical facility. The County shall compensate the Contractor for the actual cost of said guard services to the Contractor, which shall be billed by the Contractor along with regular monthly billing for any detention services.

The County shall be responsible for the transportation of its inmates to and from court proceedings and hearings. Furthermore, the County shall be responsible for transporting any of County's inmates from the Contractor's facility to the Texas Department of Criminal Justice, Institutional Division.

1.05 SPECIAL PROGRAMS: The per Day Rate as defined in this Agreement only covers basic custodial care and supervision and does not include any special educational, vocational or other programs. The Contractor and County may agree, by a written amendment to this Agreement, or by separate agreement, for the provision of special programs for a consideration and under the terms mutually agreed to by both the Contractor and County.

1.06 LOCATION AND OPERATION OF FACILITY: The Contractor shall provide the detention services described herein at the Henderson County Justice Center in Athens, Texas, and shall operate the facility in accordance to the rules and regulations of the Texas Commission on Jail Standards.

ARTICLE II
FINANCIAL PROVISIONS

2.01 DAY RATE: The Day Rate for each inmate for detention services under this Agreement is *Forty-five Dollars (\$45.00)* per inmate day. This Day Rate covers one inmate per day. Furthermore, any portion of any day shall count as an Inmate Day under this Agreement, except that the County may not be billed for two days when an inmate is admitted one evening, after 6:00 pm and removed the following morning before 12:00 pm. In that situation, the Contractor will bill for the day of arrival, but not for the day of departure.

2.02 BILLING PROCEDURE: Contractor shall submit an itemized invoice for the services provided each month to the County. All invoices will be submitted to the officer of the County who is designated to receive the invoices on behalf of the County. The County shall make payment to the Contractor within thirty (30) days after receipt of the invoice. Payment shall be made payable to Henderson County, Texas and shall be remitted to:

Henderson County Auditor's Office

Attention: Ann Marie Lee

125 North Prairieville Street, Suite 202

Athens, Texas 75751

Amounts which are not paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of 10%, or the maximum legal rate applicable thereto, which shall be a contractual obligation of the County under this Agreement. County further agrees that the Contractor shall be entitled to recover all reasonable and necessary attorney's fees and costs incurred in collection of amounts due the Contractor under this Agreement.

ARTICLE III
TERM OF AGREEMENT

3.01 PRIMARY TERM: The primary term of this Agreement is for a period of one (1) year from the date of execution of this Agreement by both parties.

3.02 RENEWALS: This Agreement may be renewed annually by mutual agreement of both the Contractor and the County. In the event that the parties seek to renew this Agreement at the end of the primary term or any renewal period thereafter, the Day Rate for detention services as described herein, shall be at the Day Rate negotiated by the Contractor and the County for the respective renewal period.

The terms, conditions and rates with regard to any renewal period shall be as mutually agreed between the parties, and as approved by the Commissioners' Courts of the respective parties.

3.03 TERMINATION: This Agreement shall terminate at the end of the primary term or at the end of any renewal term, unless renewed pursuant to the above Section 3.02. In addition, this Agreement may be terminated upon sixty (60) days written notice delivered to either party to this Agreement. Any such notice shall be delivered to the respective officer as specified herein by the terminating party. This Agreement will likewise terminate upon the happening of an event that renders performance hereunder by the Contractor impracticable or impossible, such as severe damage to, or destruction of, the facility or actions by governmental or judicial entities, which might create a legal barrier to the acceptance of any of the County's inmates.

ARTICLE IV

ACCEPTANCE OF INMATES

4.01 COMPLIANCE WITH LAW: Nothing herein shall create any obligation upon the Contractor to house the County's inmates where the housing of said inmates will, in the opinion of the Contractor, raise the population of the facility above permissible numbers of inmates allowed by law, or will, in the Contractor's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of any personnel and inmates at the facility, or result in the possible violation of the constitutional rights of the inmates housed at the Contractor's facility. At any time that the Contractor determines that a condition exists at the Contractor's facility necessitating the removal of the County's prisoners, or any specified number thereof, the County shall, upon notice by the Contractor to the County's Sheriff, within eight (8) hours remove any such prisoners from the Contractor's facility.

4.02 ELIGIBILITY FOR INCARCERATION AT FACILITY: The only County inmates eligible for incarceration at the Contractor's facility are those inmates who are in compliance with both the Jail Commission custody assessment system and the current custody assessment system at the Contractor's facility.

All inmates proposed by the County to be transferred to the Contractor's facility under this Agreement must meet the eligibility requirements as described above (see Section 4.02). The Contractor reserves the right to review the inmates' classification/eligibility, and refuse any inmate who the Contractor believes is not properly classified as a non-high risk inmate. Furthermore, if any inmate's classification changes while incarcerated at the Contractor's facility, the contractor reserves the right to demand that the County remove that certain inmate and replace said inmate with a non-high risk inmate from the County.

4.03 RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES: Contractor reserves the right for the Contractor's Sheriff or the Contractor's designated representative to review the background histories of all inmates sought to be transferred to the Contractor's facility. The County shall cooperate with and provide the Contractor any information regarding any inmate, which the Contractor's Sheriff might request. The Contractor reserves the right to

refuse the acceptance of any County inmate the Contractor deems appropriate. Likewise, at the sole discretion Contractor's Sheriff, or the Sheriff's designee, any inmate's behavior, medical or psychological condition, or other circumstances of reasonable concern that makes the inmate unacceptable for the continued incarceration in the Contractor's facility, the County shall be requested to remove the inmate from the Contractor's facility and shall remove the inmate within eight (8) hours of being notified by the Contractor's Sheriff or the Sheriff's designee. Furthermore, any County inmate may be required to be removed from the Contractor's facility if the inmates' classification changes for any purpose, including long-term medical segregation.

In the event an inmate is requested to be removed, the Contractor shall notify the County through a written report, sent to the County's designated fax number, or email address, detailing the inmate's personal identifying information and a brief explanation of why the Contractor is requesting the inmate to be removed from the Contractor's facility. Furthermore, the notice shall advise the County of the time and date that the Contractor notified the County about the request for removal. The County shall have eight (8) hours from the time of notification to remove the inmate from the Contractor's facility. Any inmate not removed from the Contractor's facility within the eight (8) hour notice shall be billed at the "Amended Day Rate" of One Hundred Dollars (\$100.00) per day. The Amended Day Rate shall commence at the end of the above described eight (8) hour notification period and shall continue until either the inmate is removed from the Contractor's facility or until the Contractor's Sheriff determines the inmate's conditions have changed and the inmate is allowed to remain at the Contractor's facility.

4.04 INMATE SENTENCES: Contractor shall 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. All such computations and record keeping shall be the responsibility of the County. It shall be the responsibility of the County to notify the Contractor of any discharge date for any inmate at least ten (10) days before such discharge date. The Contractor shall only release an inmate after the Contractor receives the release notification from the County's Sheriff. However, it is agreed that the preferred and usual course of dealing between the parties shall be for the County to pick up and return inmates to the County's facility shortly before the inmate's discharge date. Thereafter the County shall discharge the inmate from its own facility. The County accepts all responsibility for the calculations and determinations set forth above and for notifying the Contractor of discharge dates, and to the extent allowed by law, the County shall indemnify and hold the Contractor harmless for all liability or expenses of any kind arising therefrom.

The County shall be responsible for all paperwork, arrangements and transportation for their inmates in the Contractor's facility who are to be transferred to the Texas Department of Criminal Justice, Institutional Division.

ARTICLE V

MISCELLANEOUS

5.01 BINDING NATURE OF AGREEMENT: This Agreement is contractual and is binding upon the parties hereto and their successors, assigns, and representatives.

5.02 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 Contractor: Henderson County Judge

 Attention: Wade McKinney, County Judge

 125 North Prairieville Street, Suite 100

 Athens, Texas 75751

To County: Rains County

 Attention: Linda Wallace, County Judge

 167 E. Quitman Street Ste. 102

 Emory, Texas 75440

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.

5.03 AMENDMENTS: This Agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by Commissioners' Courts of the respective parties hereto.

5.04 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.

5.05 CHOICE OF LAW AND VENUE: The law of the State of Texas shall govern this Agreement. All considerations to be paid and matters performed under this Agreement are payable and performable in Henderson County, Texas and venue of any dispute or matter arising under this Agreement shall lie in a District Court of Henderson County, Texas.

5.06 APPROVALS: This Agreement must be approved by the Commissioners' Court of the County and the Commissioners' Court of the Contractor and shall be subject to the Interlocal Cooperation Act.

5.07 **FUNDING SOURCE:** The County must pay all amounts due under this Agreement from current revenues in accordance with the Interlocal Cooperation Act. Furthermore, the signature of the County's County Judge below certifies that there are sufficient funds from the current revenues available to the County to meet all obligations defined in this Agreement.

SIGNATURE AND EXECUTION:

RAINS COUNTY, TEXAS

By: *Linda Wallace*

Rains County Judge

and approved by the Rains County

Commissioners Court on

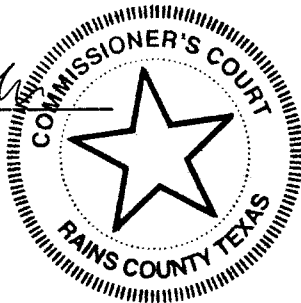
March 9, 2023

Date Signed: 3/9/23

ATTEST:

By: *M. Sawyer*

Rains County Clerk



HENDERSON COUNTY, TEXAS

By: _____

Henderson County Judge

and approved by the Henderson County

Commissioners Court on

Date Signed: _____

ATTEST:

By: _____

Henderson County Clerk