

CC COPY

INTERLOCAL COOPERATION AGREEMENT

For Housing of Palo Pinto County Inmates

This Agreement is made by and entered into between Palo Pinto County, Texas (hereinafter "Palo Pinto County") and Jack County, Texas (hereinafter "Jack County") on the date indicated below.

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

WHEREAS, Jack County 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, Palo Pinto County and Jack County desire to enter into an agreement pursuant to which Jack County will provide housing and care for certain inmates incarcerated or to be incarcerated in Palo Pinto 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:** Jack County agrees to accept, and provide for the secure custody, care and safekeeping of inmates of Palo Pinto County in accordance with state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards. Jack County 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.
- 1.02 **Medical Services:** The per day rate under this Agreement covers only routine 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 Jack County'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 hospitalization of an inmate. Palo Pinto County shall pay Jack County an amount equal to the amount Jack County is required to expend for medical services other than those routine medical services provided for by the per day rate. When it becomes necessary for an inmate to be hospitalized, Jack County shall contact Palo Pinto County, through

its Sheriff or designated representative, as soon as possible to inform Palo Pinto County of the fact that the inmate has been, or is to be, hospitalized and the nature of the illness or injury that has required the hospitalization.

Jack County 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.

Jack County has the right to arrange for the hospital or health care provider to bill Palo Pinto County directly for the costs of hospitalization and/or medical care, rather than Jack County paying the costs directly, Palo Pinto County shall reimburse Jack County for such costs within forty-five (45) business days of receipt of invoice from Jack County, which invoice may be delivered personally, by facsimile, by mail or by other reliable sources.

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

1.04 **TRANSPORTATION AND OFF-SITE SECURITY:** Palo Pinto County is solely responsible for the transportation of its inmates to and from Jack County's facility. Ambulance transportation (including emergency flight, etc.) is not covered by the per day rate and will be billed along with regular monthly billing submitted to Palo Pinto County by Jack County.

Jack County will provide stationary guard services (\$65.00 per hour per guard, with a minimum of two guards) as requested or required by circumstances or by law for inmates admitted or committed to an off-site medical facility. Palo Pinto County shall compensate Jack County for the actual cost of said guard services to Jack County, which shall be billed by Jack County along with regular monthly billing for detention services.

Palo Pinto County is responsible for the transport of its inmates from Jack County's facility to the Texas Department of Criminal Justice, Institutional Division.

1.05 **SPECIAL PROGRAMS:** The per day rate set out in this Agreement 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 for the consideration and under the terms mutually agreed to by the parties.

1.06 **LOCATION AND OPERATION OF FACILITY:** Jack County shall provide the detention services described herein at the Jack County Jail in Jacksboro, Texas, which is operated by the Jack County Sheriff.

ARTICLE II
FINANCIAL PROVISIONS

- 2.01 **PER DIEM RATE:** The per diem rate for detention services under this Agreement is Sixty-Five dollars (\$65.00) per man day. This rate covers one inmate per day. Any portion of any day shall count as a man-day under this Agreement, except that Palo Pinto County will not be billed for two days when an inmate is admitted one evening and removed the following morning. In that situation, Jack County will bill for the day of arrival, but not for the day of departure.
- 2.02 **BILLING PROCEDURE:** Jack County shall submit an itemized invoice for the services provided each month to Palo Pinto County, in arrears, invoices will be submitted to the officer of Palo Pinto County designated to receive the same on behalf of Palo Pinto County. Palo Pinto County shall make payment to Jack County within thirty (30) days after receipt of the invoice. Payment shall be in the name of Jack County and remitted to:

County of Jack
Jack County Sheriff's Office
1432 FM 3344
Jacksboro, Texas 76458

Amounts which are not paid timely in accordance with the above procedure shall bear an 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 Palo Pinto County under this Agreement. Palo Pinto County further agrees that Jack County shall be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this Agreement.

ARTICLE III
ACCEPTANCE OF INMATES

- 3.01 **PRIMARY TERM:** The primary term of this Agreement is for a period of one (1) year from the last date of execution. Date of execution shall be the date the last county signs this Agreement.
- 3.02 **RENEWALS:** This Agreement shall renew automatically each year upon the expiration of the current term unless either party provides the other with written notice of its desire not to renew the Agreement no less than sixty (60) days prior to the end of the contract term. Either party may seek to renegotiate this Agreement no less than sixty (60) days prior to the end of the contract term.
- 3.03 **TERMINATION:** This Agreement may be terminated upon sixty (60) days written notice by either party delivered to the officer specified herein by the other party to receive notices. This Agreement will likewise terminate upon the happening of an event that renders the performance hereunder by Jack County impracticable or impossible, such as severe damage to

or destruction of the facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of Palo Pinto County's inmates.

ARTICLE IV
ACCEPTANCE OF INMATES

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

4.02 **ELIGIBILITY FOR INCARCERATION:** The only inmates of Palo Pinto County eligible for incarceration are those inmates eligible for incarceration in the facility in accordance with the state standards under both the Texas Commission on Jail Standards approved custody assessment system in place at Palo Pinto County's jail and pursuant to the custody assessment system in place at Jack County's facility.

All inmates proposed by Palo Pinto County to be transferred to Jack County's facility under this Agreement must meet the eligibility requirements set forth above. Jack County reserves the right to review the inmates' classifications/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 Jack County's facility, Jack County reserves the right to demand that Palo Pinto County remove that inmate and replace said inmate with a non-high risk inmate of Palo Pinto County.

4.03 **RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES:** Jack County reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to Jack County's facility, and Palo Pinto County shall cooperate with and provide information requested regarding any prisoner of Palo Pinto County. Likewise, if any inmate's behavior, medical or psychological condition, or other circumstances of reasonable concern to Jack County's Sheriff makes the inmate unacceptable for continued incarceration in Jack County's facility in the opinion of Jack County's Sheriff, Palo Pinto County will be requested to remove said inmate from the facility, and shall do so immediately (within eight (8) hours) upon the request of Jack County's Sheriff. Inmates may also be required to be removed from the facility when their classification changes for any purpose, including long-term medical segregation.

- 4.04 **INMATE SENTENCES:** Jack County 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 award/credits and discharge dates. All such computations and recordkeeping shall continue to be the responsibility of Palo Pinto County. It shall be the responsibility of Palo Pinto County to notify Jack County of any discharge date for an inmate at least ten (10) days before such date. Jack County will release inmates of Palo Pinto County only when such release is specifically requested in writing by the Sheriff of Palo Pinto County. However, it is agreed that the preferred and usual course of dealing between the parties shall be for Palo Pinto County to pick up and return inmates to Palo Pinto County facility shortly before their discharge date, and for Palo Pinto County to discharge the inmate from its own facility. Palo Pinto County accepts all responsibility for the calculations and determinations set forth above and for giving Jack County notice of the same, and to the extent allowed by law, shall indemnify and hold Jack County harmless for all liability or expense of any kind arising therefrom. Palo Pinto County is responsible for all paperwork, arrangements and transportation for inmates 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, including notices of address changes, may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following addresses:
- Jack County: Jack County Sheriff's Office
 1432 FM 3344
 Jacksboro, Texas 76458
- Palo Pinto County: Palo Pinto Sheriff's Office
 420 Ceder
 Palo Pinto, Texas 76484
- 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 the 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 which shall govern this Agreement is the law of the State of Texas. All consideration to be paid and matters to be performed under this Agreement are payable and performable in Jacksboro, Jack County, Texas, and venue of any dispute or matter arising under this Agreement shall lie in a district court of Jack County, Texas.
- 5.06 **APPROVALS:** This Agreement must be approved by the Commissioners Court of Palo Pinto County and the Commissioners Court of Jack County in accordance with the Interlocal Agreement Act.
- 5.07 **FUNDING SOURCE:** Palo Pinto County must pay all amounts due under this Agreement from current revenues available to it in accordance with the Interlocal Cooperation Act. The signature of Palo Pinto County's Auditor below certifies that there are sufficient funds from current revenues available to Palo Pinto County to meet its obligations under this Agreement.

Jack COUNTY, TEXAS:

Kieth Umphress
Jack County Judge

Date Approved by Jack County
Commissioners Court 3/11/24

ATTEST:

Vanessa James
Jack County Clerk

Lisa Perry
Jack County Auditor



Palo Pinto COUNTY, TEXAS:

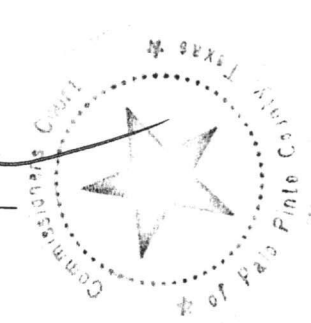
Shane Long
Palo Pinto County Judge

Date Approved by Palo Pinto County
Commissioners Court 2/26/24

ATTEST:

Janette Green
Palo Pinto County Clerk

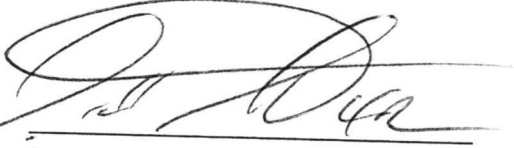
Melissa Mahan
Palo Pinto Auditor



APPROVED AS TO CONTENT:




Tom Spurlock
Jack County Sheriff



Scott Simonton, Chief Deputy
Jack County Jail Administration

APPROVED AS TO CONTENT:



Brett E. McGuire
Palo Pinto County Sheriff



Walt Rucker, Capt.
Palo Pinto County Jail Administration