

INTERGOVERNMENTAL COOPERATIVE
AGREEMENT BETWEEN
MAVERICK COUNTY, TEXAS, AND POLK COUNTY, TEXAS,
REGARDING HOUSING OF POLK COUNTY INMATES AT THE
MAVERICK COUNTY JAIL

This Intergovernmental Cooperative Agreement (the "Agreement") is made and entered into pursuant to Chapter 791, Texas Government Code, Inter-local Cooperation Act, by and between MAVERICK COUNTY, Texas, a political subdivision of the State of Texas, acting herein by Ramsey Cantu, MAVERICK COUNTY Judge, as authorized by its Commissioners' Court, hereinafter referred to as "MAVERICK COUNTY", and POLK County, Texas, a political subdivision of the State of Texas, by and through Sydney Murphy, POLK County Judge, as authorized by its Commissioners' Court, hereinafter referred to as "POLK COUNTY".

WITNESSETH:

WHEREAS, MAVERICK COUNTY owns and operates the Maverick County Jail, a 250 bed facility and has contracted with other various counties for the housing of adult inmates; and,

WHEREAS, MAVERICK COUNTY jails have been duly inspected and certified by the Texas Commission on Jail Standards as being suitable for the detention of inmates; and,

WHEREAS, MAVERICK COUNTY has made the Maverick County Jail and the Maverick County Regional Jail available to POLK COUNTY for such use and purpose; and,

WHEREAS, POLK COUNTY has placed POLK COUNTY inmates at the Maverick County Jail

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants hereinafter contained, and subject to the conditions herein set forth, the parties thereto covenant agree and bind themselves as follows:

1. MAVERICK COUNTY hereby agrees to house overflow prisoners incarcerated by POLK COUNTY, if space is available at the jails operated by MAVERICK COUNTY. The availability of the space shall be determined by the Maverick County Sheriff in accordance with the current jail regulations as set out by the Texas Commission on Jail Standards concerning the separation, classification, and categories of inmates.

2. MAVERICK COUNTY shall assess a fee for housing said prisoners at the rate of \$70 a per day per inmate, MAVERICK COUNTY shall bill POLK COUNTY on a monthly basis for said costs in an itemized statement showing the number of days per each individual inmate housed by MAVERICK COUNTY. The day the inmate is booked into the facility will be charged, regardless of hour of admittance. The day the inmate is "booked-out" will not be charged. POLK COUNTY shall pay each bill from MAVERICK COUNTY within twenty (20) days of receipt. Untimely payments, which are defined as being paid more than twenty (20) days of receipt by POLK COUNTY, will be assessed a 10% monthly charge.

3. POLK COUNTY shall pay for any and all hospital, healthcare, and prescription drugs provided to any inmate housed by MAVERICK COUNTY for POLK COUNTY. Non-Prescription medication will be administered without charge to indigent inmates. Non-indigent inmates will be subject to MAVERICK COUNTY policy regarding dispensation

of non-prescribed medication and may have to pay for such medication at a minimal cost.

4. POLK COUNTY hereby agrees to comply with all booking procedures of MAVERICK COUNTY hereby agrees to furnish POLK COUNTY a copy of those specific procedures. MAVERICK COUNTY agrees to strictly follow any prescribed inmate admission guidelines in accordance with Texas Commission on Jail Standards rules.

5. MAVERICK COUNTY and POLK COUNTY hereby agree that MAVERICK COUNTY will not house any injured or ill inmates unless POLK COUNTY has furnished an acceptable medical release signed by medical personnel, certifying that the inmate may be incarcerated. MAVERICK COUNTY reserves the right to reject any inmate that has not been medically cleared by MAVERICK COUNTY medical personnel, even if medically cleared by POLK COUNTY.

6. MAVERICK COUNTY agrees that should an inmate be injured while being housed by MAVERICK COUNTY, then MAVERICK COUNTY, within ten (10) hours, must notify POLK COUNTY and provide copies of all incident reports, immediately upon completion, relating to said injury.

7. The Maverick County Sheriff reserves the right to refuse or remove any inmates from MAVERICK COUNTY facilities if it is in the best interest of MAVERICK COUNTY. MAVERICK COUNTY agrees that it will not discriminate against any inmate on the basis of the inmate's religion, race, creed, color, sex, or national origin. POLK COUNTY shall promptly arrange to take custody of its inmates, if so requested by the Maverick County Sheriff.

8. MAVERICK COUNTY and POLK COUNTY agree to assume responsibility for all transportation of POLK COUNTY inmates housed by MAVERICK COUNTY. POLK COUNTY transportation officers shall provide proper credentials to MAVERICK COUNTY personnel and the Maverick County Sheriff reserves the right to confirm the identity of such personnel with POLK COUNTY, pursuant to Texas Government Code §614.122, prior to the release of any POLK COUNTY inmate. In the event that POLK COUNTY requests of MAVERICK COUNTY assistance in transporting inmates, POLK COUNTY agrees to reimburse MAVERICK COUNTY at the state rate \$.58 cents per mile and at the overtime rate for MAVERICK COUNTY personnel.

9. POLK COUNTY agrees to bring with each inmate delivered to MAVERICK COUNTY all packets, jail cards, arrest reports, classification data, medical information, and other information in possession of POLK COUNTY regarding each inmate and has the duty to advise MAVERICK COUNTY of any known dangerous propensities, medical necessities, and medical conditions of each inmate.

10. In the event that a POLK COUNTY inmate needs to be transported to a hospital in an emergency, MAVERICK COUNTY shall provide adequate and reasonable security to secure the inmate while at the hospital. POLK COUNTY shall pay MAVERICK COUNTY officers at current MAVERICK COUNTY salaries, including any overtime rate charged by MAVERICK COUNTY, while conducting such security measures. POLK COUNTY will have the option to have MAVERICK COUNTY officers continue with the security measures, if they are available, or replace them with POLK COUNTY officers taking charge of the inmate at the hospital.

11. POLK COUNTY shall be fully responsible and liable for all suits, claims, damages, losses, or expenses, including reasonable attorney's fees, arising out of POLK COUNTY'S performance or non-performance of the services and duties herein stated specifically excluding the actual incarceration of inmates by MAVERICK COUNTY. POLK COUNTY retains full liability for each inmate until that inmate has been processed and booked into MAVERICK COUNTY facilities.

12. MAVERICK COUNTY shall be fully responsible and liable for all suits, claims, damages, losses and expenses, including reasonable attorney's fees arising out of MAVERICK COUNTY'S performance or non-performance of the services and duties herein stated, but only in regard to the actual holding and incarceration of inmates by MAVERICK COUNTY in its detention facilities and specifically excluding the transfer of inmates to and from the County of Maverick, unless transported by MAVERICK COUNTY.

13. MAVERICK COUNTY warrants that the Maverick County Jail and the Maverick County Regional Jail shall be operated and maintained in accordance with all applicable provisions of and/or variances granted by the Texas Commission on Jail Standards, more specifically as set out under Title 37, Part 9, of the Texas Administrative Code.

14. POLK COUNTY shall, subject to limitations provided by law with respect to rights to privacy, have the right to examine all records of MAVERICK COUNTY related to their inmate and the facility, including without limitation, all financial books and records, maintenance records, employee records, and case records generated by MAVERICK COUNTY, its subcontractors or other related parties in connection to this agreement.

15. MAVERICK COUNTY shall keep a record of all services provided to POLK COUNTY under this Agreement and shall provide all information, records, papers, reports and other documentation regarding any aspect of the services furnished as may be requested by POLK COUNTY. MAVERICK COUNTY shall make these records and all other materials which relate in any way to the services provided available for inspection, audit, and examination by POLK COUNTY. MAVERICK COUNTY shall maintain the records for three (3) years after final payment or until any audit of the program has been made and all questions arising there from have been resolved, whichever is later.

16. TERM: This agreement shall be from the date of acceptance by POLK COUNTY and MAVERICK COUNTY, and shall be subject to renewal thereafter, or renegotiation, whichever is deemed necessary. If either party deems renegotiation of this agreement is necessary, that party shall notify the other party at least thirty (30) days in advance of the termination of this Agreement. If no renegotiation is necessary, then this agreement continues in full force and effect and effect, on a year-to-year basis, subject to the notification provisions spelled out in this paragraph.

17. NOTICES: Any notice required hereunder shall be in writing and hand delivered or mailed, by certified mail, return receipt requested, postage prepaid, to the respective party as follows:

To MAVERICK COUNTY:

Hon. Ramsey Cantu
MAVERICK COUNTY Judge
500 Quarry Street, Suite 3
Eagle Pass, Texas 78852

Hon. Tom Schmerber
MAVERICK COUNTY Sheriff
1051 Balboa Jones Blvd.
Eagle Pass, Texas 78852
Attn: Mario Rodriguez, Finance Director

To POLK COUNTY:

Hon. Sydney Murphy
POLK County Judge
101 West Church Street
Livingston, Texas 77351

Hon. Byron Lyons
POLK County Sheriff
1733 N. Washington Ave
Livingston, Texas 77351

18. **INCONSISTENCIES.** Where there exists any inconsistency between this Agreement and other provisions of collateral Agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

19. **BINDING NATURE.** This agreement shall not be binding upon the parties until it is approved and executed by all parties.

20. **INVALIDITY AND SEVERABILITY.** Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall never the less remain in effect.

21. **TERMINOLOGY AND DEFINITION.** All pronouns used in this Agreement, whether used in the masculine, feminine, or neutral gender, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

22. **JURISDICTION.** Any and all suits for any and every breach of this Agreement shall be instituted and maintained in POLK COUNTY.

23. **LAWS OF TEXAS.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas with venue in POLK COUNTY, Texas.

24. **ENTIRE AGREEMENT.** This Agreement incorporates all the Agreements, covenants, and understandings between MAVERICK COUNTY and POLK COUNTY hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No other prior Agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

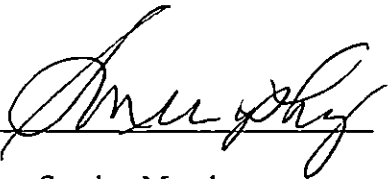
25. MODIFICATION OF CONTRACT. No changes to this Agreement shall be made except upon written Agreement of all parties. None of the requirements set forth herein shall be modified without written authorization of MAVERICK COUNTY and POLK COUNTY. All modifications to this Agreement shall be in the form of Amendments signed by POLK COUNTY and MAVERICK COUNTY.

26. CONFIDENTIALITY. Any confidential information provided to or developed by MAVERICK COUNTY in the performance of this Agreement shall be kept confidential, unless otherwise provided by law and shall not be made available to any individual or organization by MAVERICK COUNTY or POLK COUNTY without prior written approval of the other parties.

27. HEADINGS. The headings used herein are for convenience or reference only and shall not constitute a part hereof or effect the construction or interpretation of this Agreement.

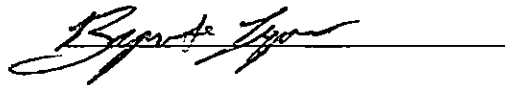
28. APPLICABILITY. This Agreement shall insure solely to the benefit of the parties hereto and not to any third-party recipients or suppliers of service.

POLK COUNTY TEXAS:



Hon. Syndey Murphy

POLK County Judge



Hon. Byron Lyons

POLK County Sheriff

MAVERICK COUNTY TEXAS:

Hon. Ramsey Cantu

Maverick County Judge

Hon. Tom Schmerber

Maverick County Sheriff