

STATE OF TEXAS  
COUNTY OF POLK

## **Interlocal Cooperation Agreement**

This Interlocal Cooperation Agreement (“Agreement”) is entered into effective the June 10, 2024 (“Effective Date”), by and between the County of Polk, a political subdivision of the State of Texas (“County”) and the County of Walker, a political subdivision of the State of Texas (“Contractor”). County and Contractor may each hereafter be referred to as a “Party” or collectively as the “Parties”. This Agreement is entered into by the Parties under the Interlocal Cooperation Act, Texas Government Code Chapter 791.

### **Witnesseth**

**Whereas**, Walker County seeks to provide for the housing and care of certain inmates of Polk County; and

**Whereas**, Contractor currently has excess capacity and the ability to provide housing and care for such inmates at the Walker County Jail (“Jail”); and

**Whereas**, the Parties desire to enter into this Agreement under which Contractor will provide detention services for inmates of Polk County at the Jail.

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

### **Article I: Purpose**

1.1 The purpose of this Agreement is to establish the terms and conditions under which Contractor will provide to Polk County detention services for Polk County inmates at the Jail.

### **Article II: Term**

2.1 The term (“Term”) of this Agreement shall commence on the Effective Date and shall terminate on August 31, 2024. The Agreement shall renew automatically upon the expiration of the current term for three additional one year periods commencing on January 1, 2025 and continuing through December 31, 2028, unless either County or Contractor provides the other Party with written notice of its desire not to renew the Agreement. Such notice shall be provided at least ninety days before the expiration of the current term. All Agreements between the Parties are set out in this Agreement and oral agreements not contained in this Agreement will not be enforceable against any Party.

- 2.2 Notwithstanding Article II, Section 2.01 herein, this Agreement will terminate if sufficient funds are not appropriated by the Polk County Commissioners Court to meet the County's fiscal obligations herein, or if sufficient funds are not appropriated by the Walker County Commissioners Court to meet the Contractor's service obligations agreed hereto in any fiscal year. In such event, the terminating Party agrees to give the non-terminating Party sixty days written notice before such termination.
- 2.3 The Parties agree that, notwithstanding any contrary language herein, either County or Contractor may terminate this Agreement with or without cause by giving the other Party thirty days written notice of its intention to terminate.

### **Article III: Designated Representatives**

- 3.1 Polk County hereby appoints Captain Lawrence Dawson, Polk County Jail Administrator, as its designated representative under this Agreement.
- 3.2 Contractor hereby appoints Captain John Davila, Walker County Jail Administrator, as its designated representative under this Agreement.
- 3.3 A Party may change its designated representative at any time by providing the other Parties with written notice of the change under Article X, Section 10.01 herein.

### **Article IV: Contractor Obligations**

- 4.1 Contractor agrees to accept and provide for the secure custody, care, transportation 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 at the Jail 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 the Jail. Contractor understands and agrees that County shall have sole discretion as to the number of inmates of County to send to the Jail, including whether to send any inmates at all, and that County does not guarantee a minimum number of inmates to be housed in the Jail under this Agreement. Furthermore, County understands and agrees that Contractor will house County's inmates provided the Jail has available beds.
- 4.2 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 the Jail, 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.

4.3 Contractor agrees that it is not responsible for the transportation of inmates of County to and from the Jail, 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. However, since Contractor is located in Huntsville, Texas, Contractor will assist County by transporting County inmates to a TDCJ Unit in Huntsville.

4.4 Contractor agrees to provide reasonable medical services to inmates of County only as follows:

(a) Contractor shall provide routine medical services to inmates of County in the Jail, including on-site sick call (provided by on-site staff) and nonprescription, over-the-counter/non-legend and routine drugs and medical supplies; and

(b) Contractor shall provide non-routine medical services to inmates of County, which are necessitated by an emergency or by a life-threatening medical situation, including ambulance transportation or emergency flight if required at the cost of County.

If an inmate of County requires medical services other than those described in Article IV, Section 4.4(a) herein, including but not limited to dental services, optical services, mental health services and prescription drugs and treatment. Contractor agrees to contact County's designated representative to advise the designated representative of: (i) the identity of the County inmate; (ii) the type of the medical services and/or treatments Contractor has determined the County inmate requires; (iii) any services or treatments the County inmate has received at the Jail in connection with the illness or condition for which Contractor is contacting County's designated representative; and (iv) the arrangements which have been made to transport the County inmate back to Polk County to receive the medical services and/or treatments. In addition, should a County inmate be hospitalized for any reason at a non-Polk County facility, Contractor shall provide County with the information required in items (i) through (iv) herein as well as a contact name and telephone number for a representative at the medical facility treating the County inmate that is familiar with the County inmate's condition.

4.5 Contractor and County understand that the detention services to be provided under this Agreement include routine custodial care and supervision, and do not include any special educational, vocational or other programs.

4.6 Contractor reserves the right for Contractor to review the background of inmates sought to be transferred to the Jail, and Polk County agrees to cooperate with and provide information reasonably requested regarding any such inmate if, in the reasonable judgement 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 Jail.

- 4.7 Contractor further agrees that should a prisoner be injured while being housed by Contractor, that Contractor will within ten hours notify Polk County of said injury and provides Polk County with copies of all incident reports relating to the injury.
- 4.8 Contractor, subject to the Texas Constitution, the Texas Tort Claims Act, and other applicable State statutes, shall be fully responsible and liable for all suits, claims, losses and expenses, including reasonable attorney's fees arising out of Contractor's performance or nonperformance of the services and duties herein stated, but only in regard to the actual holding and incarceration of prisoners by Contractor in the Jail and including the transfer of prisoners to and from the Jail unless transported by Polk County.
- 4.9 Contractor shall agree to maintain insurance that is comparable to that of other governmental entities in the practice of housing inmates in the Criminal Justice System.

#### **Article V: Payment for Services**

- 5.1 Polk County agrees to pay Contractor a per diem rate for detention services under this Agreement in the amount of \$41.00 (Forty-One Dollars and no cents) for each inmate for each day that detention services are provided from the Effective Date. The Parties agree that a portion of any day shall be computed as a full day under this Agreement and subject to the per diem rate only on the day of arrival of the inmate to the Jail. Polk 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.
- 5.2 Polk County understands and acknowledges that only routine medical services, as described in Article IV, Section 4.4(a) herein, are included in the per diem rate for detention services provided under this Agreement, and that reasonable medical expenses for services that are required to be provided under Article IV, Section 4.4(b) herein shall be the responsibility of Polk County.
- 5.3 Contractor agrees to issue a monthly invoice to Polk County addressed to the Polk County Auditor's Office at 602 E, Church Street, Livingston, Texas, 77351 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 Polk 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 Texas Government Code Chapter 2251. If any amount set out in any invoice is disputed by Polk County, the County agrees to notify Contractor in writing of the disputed amount, and the basis for the dispute, within fifteen days of receipt of such invoice. The Parties agree that only payment of the disputed amount may be retained by Polk County until

the disputed matter is resolved, and that payment of the undisputed balance must be paid in accordance with this Article V, Section 5.03.

- 5.4 Payments by Polk County to Contractor for the detention services provided under this Agreement must be made from current revenues available to Polk County. The payment of funds under any provision of the Agreement by County is contingent upon an appropriation by Polk County to cover the provisions of the Agreement. Neither Polk County, its elected officials, employees, agents, attorneys, nor any other individual acting on behalf of Polk County, may make any representation or warranty as to whether any appropriation will, from time to time, be made by the governing body of Polk County. The failure of Polk County to appropriate sufficient funds will not cause Polk County to be in default under this Agreement, and Contractor's sole and exclusive remedy shall be to terminate this Agreement.

#### **Article VI: Records**

- 6.1 Polk County agrees to provide Contractor with copies of all inmate classifications and detention records applicable to each inmate that is to be detained at the Jail under this Agreement as well as any medical records or other relevant information in the possession of Polk County for each such inmate, including information regarding any special medication, diet, or exercise regimen applicable to each such inmate.
- 6.2 Upon request, Contractor agrees to provide Polk County with copies of any records or reports maintained by Contractor that are applicable to the particular inmate of Polk County relating to that inmate's detention at the Jail under this Agreement.
- 6.3 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 Polk County.
- 6.4 Polk County agrees to comply with all of Contractor's booking procedures. Contractor hereby agrees to furnish Polk County with a copy of those procedures on, or prior to, execution of the Agreement by Contractor.

#### **Article VII: Texas Law to Apply**

- 7.1 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and exclusive venue for any proceedings shall be in Polk County, Texas.

**Article VIII: Legal Construction**

8.1 If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalid, illegal, or unenforceable provision shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**Article IX: Amendments**

9.1 No amendment, modification, or alteration of the terms hereof shall be binding unless in writing, dated subsequent to the date of this Agreement, and duly authorized by the governing bodies of Polk County, Contractor and Operator.

**Article X: Notices**

10.1 All notices to be given under this Agreement shall be in writing and shall either be personally served against a written receipt therefore or given by certified or registered mail, return receipt requested, postage prepaid, and addressed to the proper Party at the address which appears below or at such other address as the Parties may designate. All notices given by mail shall be deemed to have been given three days after the time of deposit in the United States mail and shall be effective from such date.

To Polk County:                    Judge Sydney Murphy  
    101 West Church Street  
    Livingston, Texas, 77351

With copy to:                    Captain Lawrence Dawson  
    Polk County Jail Administrator  
    214 W. 1st  
    Groveton, Texas 75845

To Contractor:                   Walker County Judge Colt Christian  
    1100 University Ave.  
    Huntsville, Texas 77340

With copy to:                    Captain John Davila  
    Walker County Sheriff's Office  
    655 FM 2821 Rd. West  
    Huntsville, Texas 77320

**Article XI: Assignment**

11.1 No Party may assign its rights, privileges, or obligations under this Agreement, in whole or in part, without the written consent of the other Parties. Any attempt to assign without such approval shall be void.

**Article XII: Compliance with Laws and Ordinances**

12.1 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: Agreements Superseded**

13.1 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**

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

**Article XV: Parties Bound**

15.1 This Agreement shall be binding upon and insure 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.

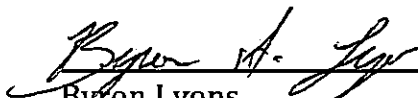
**[signature page follows]**

Executed in multiple counterparts, each of which shall have the full force and effect of an original, on this the September 5, 2019.


County of Walker

County of Polk

\_\_\_\_\_  
Clint R. McRae  
Walker County Sheriff

  
\_\_\_\_\_  
Byron Lyons  
Polk County Sheriff


\_\_\_\_\_  
Colt Christian  
Walker County Judge

  
\_\_\_\_\_  
Sydney Murphy  
Polk County Judge

ATTEST:

ATTEST:

\_\_\_\_\_  
BY: Kari A. French  
Walker County Clerk

  
\_\_\_\_\_  
BY: Schelana Hock  
Polk County Clerk

