

STATE OF TEXAS
COUNTY OF SAN JACINTO

Inter-local Cooperation Agreement

This Inter-local Cooperation Agreement ("Agreement") is entered into effective the July 15, 2024 ("Effective Date"), by and between the County of San Jacinto, a political subdivision of the State of Texas ("County") and the County of Polk, 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 Inter-local Cooperation Act, Texas Government Code Chapter 791.

Witnessed

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

Whereas, Contractor currently has excess capacity and the ability to provide housing and care for such inmates at the Polk County Jail, and

Whereas, the Parties desire to enter into this Agreement under which Contractor will provide detention services for inmates of San Jacinto 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 County detention services for San Jacinto 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 December 31, 2024. 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 San Jacinto County Commissioners Court to meet the County's fiscal obligations herein, or if sufficient funds are not appropriated by the Polk 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 thirty 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 Contractor hereby appoints Captain Lawrence Dawson, Polk County Jail Administrator, as its designated representative under this Agreement.
- 3.2 County hereby appoints Captain Denice Bradshaw, San Jacinto 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, 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 any inmate of County shall be eligible for incarceration at the Jail under this Agreement provided 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 Contractor will house County's inmates provided the Jail has available beds.
- 4.2 Contractor shall provide housing, custody and care 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 Turnkey, which is County's medical service, they will provide for County's inmates housed in Contractor's Jail. 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 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.
- 4.4 Contractor agrees to provide reasonable medical services to inmates of County only as follows:
- (a) Contractor is not responsible for routine medical services to inmates of County in the Polk County Jail. County will provide medical personnel to Contractor for County inmates housed in the Polk County Jail for routine medical services to include on-site sick call, the inmate's medication to include over the counter non-prescribed medication and or all medical supply needs.
 - (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, 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 San Jacinto 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 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 San Jacinto 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 an inmate be injured while being housed by Contractor, that Contractor will notify San Jacinto County within ten hours of said injury and provide San Jacinto 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 inmates by Contractor in the Jail and including the transfer of inmates to and from the Jail unless transported by San Jacinto 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.
- 4.10 Contractor and County understands that County will provide food, medical personnel, personal hygiene items including toiletry and Jailers to care for County's inmates housed in the Polk County Jail. (Basic indigent supplies)

Article V: Payment for Services

- 5.1 San Jacinto County agrees to pay Contractor a per diem rate for detention services under this Agreement in the amount of \$25.00 (Twenty-Five Dollars and no cents) for each inmate for each day detention services are provided from the Effective Date. The Parties agree 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 only emergency medical services 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 under Article IV, Section 4.4(b) herein shall be the responsibility of San Jacinto County.

- 5.3 Contractor agrees to issue a monthly invoice to San Jacinto County addressed to the San Jacinto County Auditor's Office at 1 State Highway 150 Ste. B1, Coldspring, Tx. 77331 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 San Jacinto 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 San Jacinto 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 San Jacinto County until the disputed matter is resolved, and that payment of the undisputed balance must be paid in accordance with this Article V, Section 5.3.
- 5.4 Payments by San Jacinto County to Contractor for the detention services provided under this Agreement must be made from current revenues available to San Jacinto County. The payment of funds under any provision of the Agreement by County is contingent upon an appropriation by San Jacinto County to cover the provisions of the Agreement. Neither San Jacinto County, its elected officials, employees, agents, attorneys, nor any other individual acting on behalf of San Jacinto County, may make any representation or warranty as to whether any appropriation will, from time to time, be made by the governing body of San Jacinto County. The failure of San Jacinto County to appropriate sufficient funds will not cause San Jacinto 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 San Jacinto County agrees to provide Contractor with copies of all inmate classifications and detention records applicable to each inmate to be detained at the Jail under this Agreement as well as any medical records or other relevant information in the possession of San Jacinto 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 San Jacinto County with copies of any records or reports maintained by Contractor, which 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 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 San Jacinto County.

- 6.4 San Jacinto County agrees to comply with all of Contractor's booking procedures. Contractor hereby agrees to furnish San Jacinto 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 San Jacinto 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 Contractor: Polk County Judge
Sydney Murphy
101 West Church Street
Livingston, Texas, 77351

With copy to: Captain Lawrence Dawson
Polk County Jail Administrator
1733 N. Washington Ave.
Livingston, Texas 77351

To San Jacinto
County: San Jacinto County Judge
Fritz Faulkner
1 State Hwy. 150
Coldspring, Texas 77331

With copy to: Captain Denice Bradshaw
San Jacinto County Sheriff's
75 W Cedar Ave.
Coldspring, Tx. 77331

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 counter parts, each of which shall have the full force and effect of an original, on this the 23rd day of July 2024.


County Of San Jacinto



7-25-24
Greg Capers
San Jacinto Sheriff



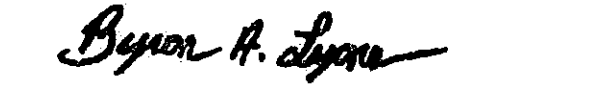
Fritz Faulkner
San Jacinto County Judge




ATTEST:
By: Dawn Wright
San Jacinto County Clerk



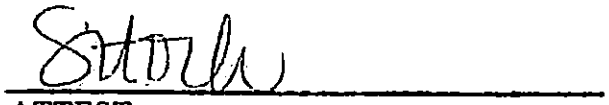
County of Polk



Byron Lyons
Polk County Sheriff



Sydney Murphy
Polk County Judge



ATTEST:
By: Schelana Hock
Polk County Clerk

