

STATE OF TEXAS

§ INTERLOCAL COOPERATION

COUNTY OF JOHNSON

§
§ AGREEMENT

This INTERLOCAL COOPERATION AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into on the last date herein written (hereinafter referred to as the "Effective Date"), by and between the COUNTY OF ERATH, a political subdivision of the State of Texas (hereinafter referred to as "ERATH"), and the COUNTY OF JOHNSON, a political subdivision of the State of Texas (hereinafter referred to as "JOHNSON"). ERATH and JOHNSON may hereafter be referred to singularly as a "Party" or collectively as the "Parties." This Agreement is entered into by the Parties pursuant to authority granted under the Interlocal Cooperation Act, Texas Government Code Chapter 791.

WITNESSETH

WHEREAS, JOHNSON is seeking to provide for the housing and care of certain inmates of JOHNSON; and

WHEREAS, ERATH currently has excess capacity and the ability to provide housing and care for such inmates of JOHNSON at the Erath County Jail (hereinafter referred to as the "Jail");

WHEREAS, the Parties desire to enter into this Agreement pursuant to which ERATH will provide detention services for inmates of JOHNSON at the Jail owned, operated and managed by ERATH.

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated herein, the Parties agree as follows:

ARTICLE I PURPOSE

- 1.01 The purpose of this Agreement is to establish the terms and conditions under which ERATH will provide to JOHNSON detention services for JOHNSON inmates at the Jail owned, operated and managed by ERATH.

ARTICLE II TERM

- 2.01 The term ("Term") of this Agreement shall commence on the Effective Date and shall terminate on December 31, 2013. ERATH and JOHNSON may renew the Agreement on an annual basis for three (3) additional one (1) year periods commencing on January 1, 2014 through December 31, 2016. The Agreement shall renew automatically upon the expiration of the current term unless either ERATH or JOHNSON provides the other Party with written notice of its desire not to renew the Agreement. Such notice shall be

provided at least ninety (90) days prior to the expiration of the current term. All agreements between the Parties are set out in this Agreement and no oral agreements which are not contained in this Agreement will be enforceable against any Party.

- 2.02 Notwithstanding Article II, Section 2.01 hereof, this Agreement will terminate in the event sufficient funds are not appropriated by the Johnson County Commissioners Court to meet the JOHNSON'S fiscal obligations herein, or if sufficient funds are not appropriated by the Erath County Commissioners Court to meet the ERATH'S service obligations agreed hereto in any fiscal year. In such event, the terminating Party agrees to give the non-terminating Party sixty (60) days' written notice prior to such termination.
- 2.03 The Parties hereby agree that, notwithstanding any other language to the contrary herein, either ERATH or JOHNSON may terminate this Agreement with or without cause by giving to the other Party thirty (30) days' written notice of its intention to terminate.

ARTICLE III DESIGNATED REPRESENTATIVES

- 3.01 ERATH hereby appoints Tommy Bryant, Erath County Sheriff, as its designated representative under this Agreement.
- 3.02 JOHNSON hereby appoints Bob Alford, Johnson County Sheriff, as its designated representative under this Agreement.
- 3.03 A Party may change its designated representatives at any time by providing the other Parties with written notice of the change pursuant to Article X, Section 10.01 herein below.

ARTICLE IV OBLIGATIONS

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

JOHNSON'S inmates shall also be in accordance with ERATH'S Health Services Plan for ERATH'S inmates as required by Texas Administrative Code, Title 37, Part 9, Chapter 273, Rule 273.2.

- 4.03 JOHNSON agrees that it is responsible for the transportation of inmates of JOHNSON 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 ERATH for any purpose, including non-routine medical services not covered by this Agreement, as provided in Article IV, Section 4.06 herein below.
- 4.04 ERATH agrees to provide reasonable medical services to inmates of JOHNSON only as follows:
- (a) ERATH shall provide routine medical services to inmates of JOHNSON in the Jail, including on-site sick call (provided by on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies; and
 - (b) ERATH shall provide non-routine medical services to inmates of JOHNSON, 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 JOHNSON.

In the event an inmate of JOHNSON requires medical services other than those described in subparagraph (a) hereinabove, including but not limited to dental, optical services, mental health services, prescription drugs and treatments, ERATH agrees to contact JOHNSON'S Designated Representative to advise the Designated Representative of (i) the identity of the JOHNSON inmate; (ii) the type of the medical services and/or treatments ERATH has determined the JOHNSON inmate requires; (iii) any services or treatments the JOHNSON inmate has received at the Jail in connection with the illness or condition for which ERATH is contacting JOHNSON'S Designated Representative; (iv) a contact name and telephone number for the representative with ERATH that determined the medical services and/or treatments are necessary for the JOHNSON inmate; and (v) the arrangements which have been made to transport the JOHNSON inmate back to Johnson County to receive the medical services and/or treatments. In addition, should a JOHNSON inmate be hospitalized for any reason at a non-Erath County facility, ERATH shall provide JOHNSON with the information required in items (i) through (v) herein as well as a contact name and telephone number for a representative at the medical facility treating the JOHNSON inmate that is familiar with the JOHNSON inmate's condition.

- 4.05 JOHNSON and ERATH understand that the detention services to be provided under this Agreement include only basic custodial care and supervision, and do not include any special educational, vocational, or other programs.
- 4.06 ERATH reserves the right for ERATH to review the background of inmates sought to be transferred to the Jail, and JOHNSON agrees to cooperate with and provide information reasonably requested regarding any such inmate. ERATH reserves the right to refuse

acceptance of any such inmate if, in the reasonable judgment of ERATH'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.

- 4.07 ERATH further agrees that should a prisoner be injured while being housed by ERATH, that ERATH will within ten (10) hours notify JOHNSON of said injury and provide JOHNSON with copies of all incident reports relating to the injury.
- 4.08 ERATH, 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 ERATH'S performance or nonperformance of the services and duties herein stated, but only in regard to the actual holding and incarceration of prisoners by ERATH in the Jail and including the transfer of prisoners to and from the Jail unless transported by JOHNSON.

ARTICLE V **PAYMENT FOR SERVICES**

- 5.01 JOHNSON agrees to pay ERATH a per-diem rate for detention services under this Agreement in the amount of FORTY-FIVE AND NO/100 DOLLARS (\$45.00) for each inmate for each day that detention services are provided from the effective date through the term of this Agreement. 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. JOHNSON shall not be responsible for any pro-rated per diem fees for any partial day that includes the day of departure of any inmate.
- 5.02 JOHNSON understands and acknowledges that only routine medical services, as described in Article IV, Section 4.04(a) hereinabove, 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 pursuant to Article IV, Section 4.04(b) hereinabove shall be the responsibility of JOHNSON.
- 5.03 ERATH agrees to issue a monthly invoice to JOHNSON addressed to the Johnson County Auditor at Johnson County Courthouse, 2 North Main Street, #314, Cleburne, Texas 76033, with a copy to JOHNSON'S Designated Representative. Such statement shall detail the amount of compensation due and expenses incurred that are the responsibility of JOHNSON under this Agreement as well as the period of time for which the invoice applies. The invoice submitted by ERATH hereunder shall be paid in accordance with Government Code Chapter 2251. If any amount set out in any invoice is disputed by JOHNSON, then JOHNSON agrees to notify ERATH in writing of the disputed amount, and the basis for the dispute, within fifteen (15) days of receipt of such invoice. The Parties agree that only payment of the disputed amount may be retained by JOHNSON 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.

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

ARTICLE VI RECORDS

- 6.01 JOHNSON agrees to provide ERATH 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 JOHNSON for each such inmate, including information regarding any special medication, diet, or exercise regimen applicable to each such inmate.
- 6.02 Upon request, ERATH agrees to provide JOHNSON with copies of any records or reports maintained by ERATH that are applicable to the particular inmate of JOHNSON relating to that inmate's detention at the Jail under this Agreement.
- 6.03 The Parties agree that ERATH 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, ERATH 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 JOHNSON.
- 6.04 JOHNSON agrees to comply with all of ERATH'S booking procedures. ERATH hereby agrees to furnish JOHNSON with a copy of those procedures on, or prior to, execution of this Agreement by ERATH.

ARTICLE VII TEXAS LAW TO APPLY

- 7.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and exclusive venue for any proceeding shall be in the state district courts in Johnson County, Texas or the federal district courts in Dallas County, Texas.

ARTICLE VIII LEGAL CONSTRUCTION

- 8.01 In case 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,

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

ARTICLE XII
COMPLIANCE WITH LAWS AND ORDINANCES

12.01 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
PRIOR AGREEMENTS SUPERSEDED

13.01 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.

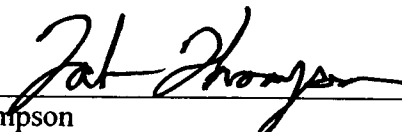
ARTICLE XIV
MULTIPLE COUNTERPARTS

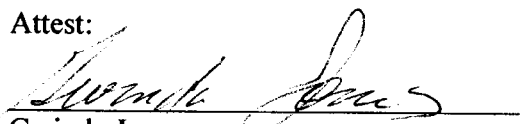
14.01 This Agreement may be executed in counterparts by the Parties hereto and each counterpart, when so executed and delivered, shall constitute an original instrument and such separate counterparts shall constitute but one and the same instrument.

ARTICLE XV
PARTIES BOUND

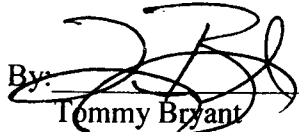
15.01 This Agreement shall be binding upon and inure only to the benefit of the Parties hereto and their respective successors and assigns where permitted by this Agreement. Each representative whose signature appears on this Agreement represents and does certify that they have the authority to enter into this Agreement for their represented party. There are no third-party beneficiaries to this Agreement.

COUNTY OF ERATH

By:  Date: May 28, 2013
Tab Thompson
County Judge


Attest:  Date: May 28, 2013
Gwinda Jones
County Clerk

Approved:

By: 
Tommy Bryant
Erath County Sheriff

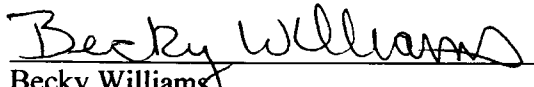
Date: 5/28/13

COUNTY OF JOHNSON

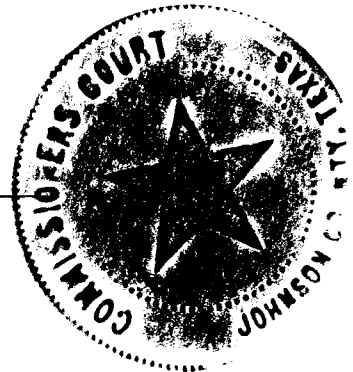
By: 
Roger Harmon
County Judge

Date: 6/10/13


Attest:


Becky Williams
County Clerk

Date: 6/10/13



Approved:

By: 
Bob Alford
Johnson County Sheriff

Date: 6/10/13