

INTERLOCAL COOPERATION AGREEMENT

This Agreement is made by and entered into between **Limestone County, Texas** (hereinafter "Contractor") and **Johnson County, Texas** (hereinafter "County") on the date indicated below.

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

WHEREAS, Contractor 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, the County and the Contractor desire to enter into an agreement pursuant to which the Contractor will provide housing and care for certain inmates incarcerated or to be incarcerated in the 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**: Contractor agrees to accept, and provide for the secure custody, care and safekeeping of inmates of the County in accordance with state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards. The 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 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 of the Contractor'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 any hospitalization of an inmate. When it becomes necessary for an inmate to be hospitalized, the Contractor shall contact the County, through its Sheriff or designated representative, as soon as possible to inform the County of the fact that the inmate has been, or is to be, hospitalized and of the nature of the illness or injury that has required the hospitalization. Contractor will arrange for outside hospitalization to be billed directly to the County.

1.03 **MEDICAL INFORMATION:** The County shall provide the Contractor with medical information for all inmates sought to be transferred to the Contractor'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:** The Contractor and/or contractor's agent will be responsible for the transportation of inmates of County to and from the Jail 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.

Contractor will provide stationary guard services as requested or required by the circumstances or by law for inmates admitted or committed to an off-site medical facility. The County shall compensate the Contractor for the actual cost of said guard services to the Contractor at the rate of \$15.00 per hour, which shall be billed by the Contractor along with the regular monthly billing for detention services.

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:** The Contractor shall provide the detention services described herein at the Limestone County Detention Center, Limestone County, Texas 901 N. Tyus, Groesbeck, Texas 76642.

ARTICLE II **FINANCIAL PROVISIONS**

2.01 **PER DIEM RATE:** The per diem rate for detention services under this agreement is Forty Six Dollars (\$46.00) per man day based on monthly average occupancy. This rate covers one inmate per day. Any portion of any day shall count as a man-day under this agreement, except that the County may not be billed for two days when an inmate is admitted one evening and removed the following morning. In that situation, the Contractor will bill for the day of arrival, but not for the day of departure.

2.02 **BILLING PROCEDURE:** Contractor shall submit an itemized invoice for the services provided each month to the County, in arrears, invoices will be submitted to the officer of the County designated to receive the same on behalf of the County. The County shall make payment to the Contractor within thirty (30) days after receipt of the invoice. Payment shall be in the name of Limestone County, Texas and shall be remitted to:

Limestone County Auditor

Signature and Execution:

JOHNSON COUNTY, TEXAS

LIMESTONE COUNTY, TEXAS

By: [Signature]
County Judge
And Approved by the Johnson County
Commissioners Court by Order
Dated 2/13/17

By: [Signature]
County Judge
And Approved by the Limestone County
Commissioners Court by Order
Dated 1-10-17

[Signature]
Johnson County Sheriff
Date Approved: 2-13-2017

[Signature]
Limestone County Sheriff
Date Approved: 1-10-17



[Signature]
Johnson County Clerk
Date Approved: 2/13/17

[Signature]
Limestone County Clerk
Date Approved: 1-10-17

[Signature]
Johnson County Auditor
Date Approved: 2/13/17

