

MAR 13 2023

AGENDA PLACEMENT FORM

Approved

(Submission Deadline – Tuesday, 12:00 PM before Regular Court Meetings)

Date: **03-07-2023**

Meeting Date: **03-13-2023**

Submitted By: Jim Simpson

Department/Office: County Attorney's Office for Sheriff's Office

Signature of Director/Official: Jim Simpson

Agenda Title: Consideration of Contract with Coryell County for Holding Coryell County Inmates in the Johnson County Jail

Public Description (Description should be 2-4 sentences explaining to the Court and the public what action is recommended and why it is necessary):

Contract with Coryell County for Holding Coryell County Inmates in the Johnson County Jail

(May attach additional sheets if necessary)

Person to Present: **Chief Deputy James Saulter or Chief Deputy David Blankenship**

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) PUBLIC CONFIDENTIAL _____

Document will be provided later in week.

Estimated Length of Presentation: 5 minutes

Session Requested: (Action Item, Workshop, Consent, Executive)

Check All Departments Requiring Notification:

County Attorney IT _____ Purchasing _____ Auditor

Personnel _____ Public Works _____ Facilities Management _____

Other Departments/Official (list) _____ Sheriff's Office _____

INTERLOCAL COOPERATION AGREEMENT
COUNTY OF CORYELL/COUNTY OF JOHNSON
HOUSING JAIL INMATES

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 JOHNSON, a political subdivision of the State of Texas (hereinafter referred to as "Johnson") and the COUNTY OF CORYELL, a political subdivision of the State of Texas (hereinafter referred to as "Coryell"), JOHNSON and CORYELL may hereafter be referred to singularly as a "Party" or collectively as the "Parties". The Agreement is entered into by Parties pursuant to authority granted under the Interlocal Cooperation Act, Texas Government Code Chapter 791.

WITNESSETH

Whereas, Coryell is seeking to provide for the housing and care of certain inmates of Coryell; and

Whereas, Johnson currently has excess capacity and the ability to provide housing and care for such inmates of Coryell at the Johnson County jail (hereinafter referred to as the "Jail");

Whereas, the Parties desire to enter into this agreement pursuant to which Johnson will provide detention services for inmates of Coryell at the jail owned, operated, and managed by Johnson;

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 JOHNSON will provide to CORYELL detention services for CORYELL inmates at the jail owned, operated and managed by JOHNSON.

ARTICLE II

TERM

2.01 The term ("TERM") of this Agreement shall commence on the **effective date** (being the date of the signature of the last party hereto) and shall terminate on 12/31/2023; JOHNSON and CORYELL may renew the agreement on an annual basis for three (3) additional one (1) year periods commencing on January 1, 2024 through December 31, 2024. The Agreement shall renew

automatically upon the expiration of the current term unless JOHNSON or CORYELL 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 agreement 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 CORYELL County Commissioner's Court to meet the CORYELL'S fiscal obligations herein, or if sufficient funds are not appropriated by JOHNSON County Commissioner's Court to meet the JOHNSON service obligations agreed hereto in any fiscal year. In such event, the terminating party agrees to give the non-termination party sixty (60) days written notice of its intention to terminate.

2.03 The parties hereby agree that, notwithstanding any other language to the contrary herein, either JOHNSON or CORYELL may terminate this agreement with or without cause by giving to the other party thirty (30) days written notice of its intention to terminate or suspend services.

ARTICLE III

DESIGNATED REPRESENTATIVES

3.01 JOHNSON hereby appoints Adam King, JOHNSON County Sheriff, as its designed representative under this agreement.

3.02 CORYELL hereby appoints Scott Williams, CORYELL County Sheriff, as it designed representative under this agreement.

3.03 A party may change its designed representative 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

4.01.01 JOHNSON agrees to accept and provide for the secure custody, care and safekeeping of inmates of CORYELL 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 CORYELL shall be eligible for incarceration at the jail under this agreement provided that the incarceration of such inmate is in accordance with the standards of the Jail Commission approved custody

assessment system in place at the jail. Furthermore, CORYELL understands and agrees that JOHNSON will house CORYELL'S inmates provided the jail has available beds of the appropriate classification.

4.01.02 The parties agree that CORYELL will pay for a MINIMUM of 48 BEDS per day so long as such beds are in use for CORYELL COUNTY Inmates or available for use by CORYELL COUNTY Inmates. In the event that less than 48 beds are available for use by CORYELL COUNTY inmates (inclusive of the beds in use by CORYELL COUNTY inmates), then JOHNSON COUNTY will adjust the costs to CORYELL proportionately.

4.01.03 The inmates sent to Johnson County can be male inmates and / or female inmates.

4.01.04 All male inmates MUST fit within the **Medium/Minimum** classification according to Johnson County Standards for the male inmates. Such inmates may be those that currently fit within the **Medium/ Minimum** (Johnson County) classification and a limited number of inmates currently classified as Maximum Security which, in the discretion of the Johnson County Sheriff **are subject to being reclassified as Medium Security Inmates and such reclassification will not hinder JOHNSON COUNTY'S capacity to hold JOHNSON COUNTY inmates.**

4.01.05 There are no restrictions on the classification of female inmates (said female inmates may be either Medium / Minimum or Maximum or a combination thereof).

4.01.06 COMPLIANCE WITH LAW AND JOHNSON CAPACITY LIMITS: Nothing herein shall create any obligation upon JOHNSON to house the CORYELL inmates where the housing of said inmates will, in the opinion of JOHNSON'S Sheriff raise the population of the facility above permissible numbers of inmates allowed by law, or will, in the Sheriff's opinion, create conditions which endanger the life and/or welfare of personnel and inmates at the facility, or result in possible, violation of the constitutional rights of the inmates housed at the facility. At the time that the JOHNSON County Sheriff determines that a condition exist at the JOHNSON facility necessitating the removal of the CORYELL prisoners, or any specified number thereof, CORYELL shall, upon notice by the JOHNSON Sheriff to the Sheriff of CORYELL, immediately (within eight (8) hours) remove said prisoner from the facility.

4.02 JOHNSON shall provide housing, care, meals, and routine medical services for such inmates on the same basis as it provided for its own inmates confined in the jail, subject to the terms and conditions of this agreement. Routine medical services provided to CORYELL inmates shall also be in accordance with JOHNSON Health Services Plan for JOHNSON inmates as required by Texas Administrative Code, Title 37, Part 9, Chapter 273, Rule 273.2.

4.03 CORYELL agrees that it is responsible for the transportation of inmates of CORYELL to and from the jail, including but not limited to transportation of inmate 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 JOHNSON 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 JOHNSON agrees to provide reasonable medical services to inmates of CORYELL only as follows:

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

In the event an inmate of CORYELL requires medical services other than those described in the subparagraph (a) hereinabove, including but not limited to dental, optical, mental health services, prescription drugs and treatment, JOHNSON agrees to contact CORYELL'S designated representative to advise the designated representative of (i) the identity of CORYELL inmate; (ii) the type of the medical service and/or treatment JOHNSON has determined the CORYELL inmate requires; (iii) any services or treatments the CORYELL inmate has received at the jail in connection with the illness or condition for which JOHNSON is contacting CORYELL designated representative; (iv) a contact name and telephone number of the representative with JOHNSON that determined the medical services and/or treatments are necessary for the CORYELL inmate; and (v) the arrangements which have been made to transport the CORYELL inmate back to CORYELL County to receive the medical services and/or treatments. In addition, should a CORYELL inmate be hospitalized for any reason at a non JOHNSON County facility, JOHNSON shall provide CORYELL with the information required in the terms (i) through (v) herein as well as a contact name and telephone number for a representative at the medical facility treating the CORYELL inmate that is familiar with the CORYELL inmates condition. JOHNSON County shall submit invoices for such medical services with its regular monthly billings for detention services, and such invoice's shall be paid on the same terms as the regular monthly billings. JOHNSON County has the right to arrange for the hospital or healthcare provider to bill CORYELL County directly for the cost of the hospitalization and or medical care, rather than JOHNSON paying the costs and billing the same to CORYELL County. If the hospital or health care provider refuses to bill CORYELL County directly, CORYELL County shall reimburse JOHNSON County for such cost within forty-five (45) business days of receipt of an invoice from JOHNSON County therefore, which invoices may be delivered personally, by facsimile, by mail, or by other reliable courier.

GUARDING OFF SITE PRISONERS: In the event that an inmate must be hospitalized or requires medical services or other services outside the JOHNSON jail, then CORYELL will **compensate JOHNSON for wages and expenses of the officer(s) assigned to guard the prisoner.** In any circumstances wherein a prisoner must remain in the hospital or medical facility for a period exceeding twelve (12) hours (from the time that prisoner first arrives at the hospital or medical facility), then CORYELL has the duty to guard the prisoner and CORYELL shall provide all personnel necessary to guard the prisoner. Such prisoner in a hospital or medical facility may be released from JOHNSON jail to CORYELL at the discretion of the JOHNSON Sheriff. **In the event JOHNSON must guard a prisoner at a hospital or for medical services outside the JOHNSON Jail, then JOHNSON shall**

be compensated at "Time and a Half" the employee's regular pay rate whether the particular employee was receiving "overtime" pay or not.

4.05 CORYELL AND JOHNSON understand that the detention services to be provided under this agreement include only basic custodial care and supervision, and do not include any special education, vocational, or other programs.

4.06 Zoom/Court Hearing: JOHNSON will assist in Zoom proceedings on a limited basis and shall provide CORYELL with a minimum of eight (8) hours notice.

4.07 JOHNSON reserves the right for JOHNSON to review the background of inmates sought to be transferred to the jail and CORYELL agrees to cooperate with and provide information reasonably requested regarding any such inmate. JOHNSON reserves the right to refuse acceptance on any such inmate, if in a reasonable judgement of JOHNSON'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.

ELIGIBILITY FOR INCARCERATION AT FACILITY: Only inmates of CORYELL who meet the following requirements shall be eligible for incarceration in the facility:

- (a) The inmate must be otherwise eligible for incarceration in the facility in accordance with the state standard under both Jail Commission approved custody assessment system in place and CORYELL jail and pursuant to custody assessment system in place the JOHNSON facility.
- (b) The inmate must not have any existing major medical problems as determined or defined by Johnson County Jail medical staff.
- (c) The inmate must not have tested positive for tuberculosis (TB).
- (d) The inmate must not be "currently suicidal" (at time of transport to JOHNSON COUNTY) or score high on suicide screening. JOHNSON COUNTY may decline to accept or may return to CORYELL COUNTY any inmate JOHNSON COUNTY believes to be at significant risk of suicide.
- (e) The inmate must not have committed any act of violence against a detention officer or another inmate.
- (f) The inmate must not be deemed by JOHNSON as someone who would be detrimental to the operation of JOHNSON'S facility; and

All inmates proposed by CORYELL to be transferred to the JOHNSON facility under this agreement must meet all the eligibility requirements set forth above. JOHNSON reserves the right to review the inmate's classification/eligibility, and the right to refuse to accept any inmate that JOHNSON does not believe to be properly classified as a non-high-risk inmate. Furthermore, if any inmate's eligibility classification changes while incarcerated at the JOHNSON facility, JOHNSON reserves the right to demand that CORYELL Pick up and remove the inmate within twenty-four (24) hours of being notified by JOHNSON.

4.08 JOHNSON further agrees that should a prisoner be injured while being housed by JOHNSON that JOHNSON will within ten (10) days notify CORYELL of said injury and provide CORYELL with copies of all incident report relation to injury.

4.09 JOHNSON, agrees to magistrate, book-in/fingerprint, bond and release CORYELL inmates from JOHNSON facility.

ARTICLE V

PAYMENT OF SERVICES

5.01 CORYELL agrees to pay JOHNSON a per-diem rate for detention services under this agreement in the amount of ONE HUNDRED DOLLARS and NO/100 (\$100.00) for both male and female inmates for each inmate for each day that detention services are provided from the effective date through the termination of this agreement with the ability to renegotiate as needed. The parties agree that a day shall be computed as a full day if the party is in the custody of the Johnson County Jail at 11:59 PM.

5.02 CORYELL 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 reasonable medical expenses for services that are required to provide pursuant to Article IV, Section 4.04 (b) hereinabove shall be the responsibility of CORYELL.

5.03 JOHNSON agrees to issue a monthly invoice to CORYELL addressed to the CORYELL County Sheriff at CORYELL County Sheriff's Office, 510 Leon Street, Gatesville, Texas 76528, with a copy to CORYELL County Sheriffs designated representative. Such statement shall detail the amount of compensation due and expenses incurred that are the responsibility of CORYELL under this agreement as well as the period of time for which the invoice applies. The invoice submitted by JOHNSON hereunder shall be paid in accordance with Government Code Chapter 2251. If any amount set out in any invoice is disputed by CORYELL, then CORYELL agrees to notify JOHNSON in writing of the dispute 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 CORYELL until the dispute 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 CORYELL to JOHNSON for the detention services provided under this agreement must be made from current revenues available to CORYELL. The payment of funds under any provision of this agreement by CORYELL is contingent upon an appropriation by CORYELL to cover the provision of this agreement. Neither CORYELL , its elected officials , employees, agents, attorneys, nor any other individual acting on behalf of CORYELL may make any representation or warranty as to whether any

appropriation will, from time to time, be made by the governing body of CORYELL. The failure of CORYELL to appropriate sufficient funds will not cause CORYELL to be in default under this agreement, and JOHNSON sole and exclusive remedy shall be to terminate this agreement.

ARTICLE VI

RECORDS

6.01 CORYELL agrees to provide JOHNSON with copies of all inmate classification 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 CORYELL for each such inmate, including information regarding any special medication, diet, or exercise regimen applicable to each such inmate.

6.02 Upon request JOHNSON agrees to provide CORYELL with copies of any records or reports maintained by JOHNSON that are applicable to the particular inmate of CORYELL relating to that inmates' detention at the jail under agreement.

6.03 The parties agree that JOHNSON shall not be responsible for the computation of processing of any inmate's time of confinement, including but not limited to, computation of good time awards/credit and discharge dates. In addition, JOHNSON shall not be responsible for paperwork arrangement for any inmate that is to be transferred to the Texas Department of Criminal Justice — Institutional Division. All of the foregoing record keeping and or paperwork requirements shall continue to the responsibility of CORYELL.

ARTICLE VII

TEXAS LAW TO APPLY

7.01 This agreement shall be constructed under and in accordance with the laws of the State of Texas, and exclusive venue for any proceeding shall be in the District Court in JOHNSON County, Texas or the Federal District Court in the Northern District of Texas, Dallas Division.

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, or unenforceable in any respect, such 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

9.01 No amendment notification, or alteration of the terms hereof shall be binding unless in writing, dates subsequent to the date of this agreement and duly authorized by the governing bodies of JOHNSON and CORYELL.

ARTICLE X

NOTICES

10.01 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 property 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 (3) days after the time of deposit in the United States mail and shall be effective from such date.

If to **JOHNSON:** Judge Christopher Boedeker
2 North Main Street
Cleburne, Texas 76033

With copy to: Sheriff Adam King
1102 East Kilpatrick Street
Cleburne, Texas 76033

If to **CORYELL**

Judge Roger Miller
800 East Main Street
Gatesville, Texas 76528

With copy to:

Sheriff Williams
510 Leon Street
Gatesville, Texas 76528

ARTICLE XI

AGREEMENT

11.01 No party may assign its rights, privileges, or obligation 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

13.01 This agreement constitutes the sole and only agreement of the parties hereto and superseded all prior understanding or written or oral agreement between the parties regarding the subject matter of this agreement.

ARTICLE XIV

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 by one and the same instrument.

ARTICLE XV

15.01 This agreement shall be binding upon and 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 JOHNSON

Chp Boeder
By Christopher Boeder — Johnson County Judge

3-13-23
Date

Adam King
By Adam King — Johnson County Sheriff

3-13-23
Date

April Long
Attest: April Long — Johnson County Clerk

3-13-23
Date



COUNTY OF CORYELL

Roger Miller
By Roger Miller — Corvell County Judge

3/14/23
Date

Scott Williams
By Scott Williams — Corvell County Sheriff

3-14-2023
Date

Jennifer Newton
By Jennifer Newton — Corvell County Clerk

3-14-2023
Date

