

AGENDA  
ITEM  
A13

COMMISSIONERS COURT

MAY 22 2023

**AGENDA PLACEMENT FORM**

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: May 3, 2023

**Approved**

Meeting Date: May 22, 2023

Submitted By: Kristen Leslev

Department/Office: Johnson County Sheriff's Office Jail

Signature of Director/Official: *Adam King*

**Agenda Title:**

Consideration to Approve Interlocal Cooperation Agreement between Hood County and Johnson County for Housing Hood County Inmates

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

Agreement between Hood County and Johnson County to House Hood County Inmates in the Johnson County Correctional Center.

(May attach additional sheets if necessary)

**Person to Present:** Sheriff Adam King or Chief David Blankenship

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

**Supporting Documentation:** (check one) PUBLIC  CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

**Estimated Length of Presentation:** 5 minutes

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

**Check All Departments That Have Been Notified:**

County Attorney  IT  Purchasing  Auditor

Personnel  Public Works  Facilities Management

Other Department/Official (list) \_\_\_\_\_

**Please Inter-Office All Original Documents to County Judge's Office Prior to Deadline & List All External Persons Who Need a Copy of Signed Documents In Your Submission Email**

**INTERLOCAL COOPERATION AGREEMENT  
between HOOD COUNTY and JOHNSON COUNTY  
for HOUSING HOOD COUNTY 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 HOOD, a political subdivision of the State of Texas (hereinafter referred to as "**HOOD**"). JOHNSON and HOOD 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, HOOD is seeking to provide for the housing and care of certain inmates of HOOD; and

Whereas, Johnson currently has excess capacity and the ability to provide housing and care for such inmates of HOOD 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 HOOD 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 HOOD detention services for HOOD 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** and shall terminate on **9/30/2023**; JOHNSON and HOOD may renew this Agreement on an annual basis for three (3) additional one (1) year periods commencing on **October 1, 2023**, through **September 30, 2026**. This Agreement shall renew automatically upon the expiration of the current term unless JOHNSON or HOOD provides the other party with written notice of its desire **not** to renew this Agreement. Such notice shall be provided at least thirty (30) days prior to the expiration of any 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 HOOD County Commissioner's Court to meet the HOOD'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 HOOD 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** HOOD hereby appoints Roger Deeds, HOOD 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 HOOD 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 HOOD 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, HOOD understands and agrees that JOHNSON will house HOOD'S inmates provided the jail has available beds of the appropriate classification.

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

**4.01.03** **COMPLIANCE WITH LAW AND JOHNSON CAPACITY LIMITS:** Nothing herein shall create any obligation upon JOHNSON to house the HOOD 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 HOOD prisoners, or any specified number thereof, HOOD shall, upon notice by the JOHNSON COUNTY Sheriff to the Sheriff of HOOD COUNTY, immediately (within eight (8) hours) remove said prisoner(s) from the facility. However, in non-

emergency circumstances Johnson county will allow 7 days for removal of a prisoner or prisoners following delivery of notification from the JOHNSON COUNTY Sheriff, the JOHNSON COUNTY Chief Deputy over jail operations or the JOHNSON COUNTY Jail Warden. Said notice for removal shall be directed to the HOOD COUNTY Sheriff or to the HOOD COUNTY Captain for Jail Administration. Notice for this Section may be provided by sending an email to the Sheriff or jail Administration Captain of HOOD COUNTY, or as otherwise provided by this Agreement.

**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 HOOD 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** HOOD agrees that it is responsible for the transportation of inmates of HOOD to and from the Johnson 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 HOOD only as follows:

(a) JOHNSON shall provide routine medical services to inmates of HOOD 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 HOOD, 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 HOOD. In the event an inmate of HOOD 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 HOOD'S designated representative to advise the designated representative of (i) the identity of HOOD inmate; (ii) the type of the medical service and/or treatment JOHNSON has determined the HOOD inmate requires; (iii) any services or treatments the HOOD inmate has received at the jail in connection with the illness or condition for which JOHNSON is contacting HOOD 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 HOOD inmate; and (v) the arrangements which have been made to transport the HOOD inmate back to HOOD County to receive the medical services and/or treatments. In addition, should a HOOD inmate be hospitalized for any reason at a non-JOHNSON County facility, JOHNSON shall provide HOOD with the information required in the above terms (i) through (v) herein as well as a contact name and telephone number for a representative at the medical facility treating the HOOD inmate that is familiar with the HOOD inmate's condition. JOHNSON County shall submit invoices for such medical services with its regular monthly billings for detention services, and such invoices 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 HOOD County directly for the cost of the hospitalization and or medical care, rather than JOHNSON paying the costs and billing the same to HOOD County. If the hospital or health care provider refuses to bill HOOD County directly, HOOD 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, electronically, 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 HOOD 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 HOOD has the duty to guard the prisoner and HOOD shall provide all personnel necessary to guard the prisoner. Such prisoner in a hospital or medical facility may be released from JOHNSON jail to HOOD 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** HOOD 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 HOOD with a minimum of eight (8) hours' notice of any hearing.

**4.07** JOHNSON reserves the right for JOHNSON to review the background of inmates sought to be transferred to the jail and HOOD 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 HOOD 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 HOOD 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 HOOD 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; and
- (f) The inmate must not be deemed by JOHNSON as someone who would be detrimental to the operation of JOHNSON'S facility.

All inmates proposed by HOOD to be transferred to the JOHNSON facility under this Agreement must meet each and every eligibility requirement set forth above. JOHNSON reserves the right to review the inmate's classification/eligibility, and the unconditional right to unilaterally 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 HOOD 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 HOOD of said injury and provide HOOD with copies of all incident report relation to injury.

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

## **ARTICLE V**

### **PAYMENT OF SERVICES**

**5.01** HOOD 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 either male or female inmates, per inmate for each day that detention services are provided from the effective date through the termination of this agreement. 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 any portion of the day at or before 11:59 PM. The Parties agree that the per-diem rate shall be reviewed from time to time.

**5.02** HOOD 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 HOOD.

**5.03** JOHNSON agrees to issue a monthly invoice to HOOD addressed to the HOOD County Sheriff at HOOD County Sheriff's Office, 400 Deputy Larry Miller Drive, Granbury, Texas 76048 , with a copy to HOOD County Sheriffs designated representative. Such invoice statement shall detail the amount of compensation due, the dates of each prisoner's incarceration, and expenses incurred that are the responsibility of HOOD 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 HOOD, then HOOD 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 HOOD 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 HOOD to JOHNSON for the detention services provided under this Agreement must be made from current revenues available to HOOD. The payment of funds under any provision of this Agreement by HOOD is contingent upon an appropriation by HOOD to cover the provision of this Agreement. Neither HOOD, its elected officials, employees, agents, attorneys, nor any other individual acting on behalf of HOOD may make any representation or warranty as to whether any appropriation will, from time to time, be made by the governing body of HOOD. The failure of HOOD to appropriate sufficient funds will not cause HOOD to be in default under this Agreement, and JOHNSON's sole and exclusive remedy shall be to terminate this Agreement.

## **ARTICLE VI**

### **RECORDS**

**6.01** HOOD 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 HOOD 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 HOOD with copies of any records or reports maintained by JOHNSON that are applicable to a particular inmate of HOOD relating to that inmate's 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 HOOD.

## **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 HOOD.

**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 **HOOD** Judge Ron Massingill,  
100 W. Pearl Street  
Granbury, Texas 76048

With copy to: Sheriff Roger Deeds  
400 Deputy Larry Miller Drive  
Granbury, Texas 76048



**ARTICLE XI**

**ASSIGNMENT**

**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 who 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.

**(Signature page to follow)**

COUNTY OF JOHNSON

*Christopher Boedeker*  
By Christopher Boedeker — Johnson County Judge

5-22-23  
Date

*Adam King*  
By Adam King — Johnson County Sheriff

5-22-23  
Date

*April Long*  
Attest: April Long — Johnson County Clerk

5-22-23  
Date



COUNTY OF HOOD

*Ron Massingill*  
By Ron Massingill — HOOD County Judge

4-25-2023  
Date

*Roger Deeds*  
By Roger Deeds — HOOD County Sheriff

4-25-2023  
Date

*Katie Lang*  
By Katie Lang — HOOD County Clerk

5-18-23  
Date