

AGENDA PLACEMENT FORM

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

Date: 9/11/2024

Meeting Date: 9/23/2024

Submitted By: Kristen Lesley

Department: Sheriff's Office - Jail

Signature of Elected Official/Department Head:

Adam King

Court Decision: <small>This section to be completed by County Judge's Office</small>


Description:

Consideration to approve interlocal cooperation agreement between Coryell
County and Johnson County to increase the daily rate to \$105.00 for Coryell
County inmates housed at the Johnson County Corrections Center effective
October 1, 2024.

(May attach additional sheets if necessary)

Person to Present: Sheriff Adam King

(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: (check one)

Action Item Consent Workshop Executive Other _____

Check All Departments That Have Been Notified:

County Attorney IT Purchasing Auditor
 Personnel Public Works Facilities Management

Other Department/Official (list) _____

**Please List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email**

Jail Inmate Contract Amendment One of 2024
JOHNSON COUNTY and CORYELL COUNTY

SEP 10 2024

Janigan T. Justice
COUNTY CLERK, CORYELL CO., TEXAS

1.

Whereas the Parties, JOHNSON COUNTY, Texas and CORYELL COUNTY, Texas desire to have JOHNSON COUNTY continue to hold inmates for CORYELL COUNTY at the JOHNSON COUNTY Law Enforcement Center.

2.

Whereas on March 14, 2023 JOHNSON COUNTY and CORYELL COUNTY entered into an Agreement for JOHNSON COUNTY to hold CORYELL COUNTY inmates for CORYELL COUNTY.

3.

The parties previously agreed that the fee to be paid to JOHNSON COUNTY by CORYELL COUNTY for holding inmates would be \$100.00 per inmate, per day. The Parties do hereby Agree that beginning October 1, 2024 the fee to be paid to JOHNSON COUNTY by CORYELL COUNTY shall be \$105.00 per inmate, per day.

4.

Clarification of Terms Regarding Provision of Medical Services.

JOHNSON COUNTY agrees to provide reasonable medical services to inmates of CORYELL COUNTY only as follows:

(a) JOHNSON COUNTY shall provide routine medical services to inmates of CORYELL COUNTY 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 COUNTY shall provide non-routine medical services to inmates of CORYELL 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 CORYELL COUNTY. In the event an inmate of CORYELL COUNTY 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 COUNTY agrees to contact CORYELL

COUNTY'S designated representative to advise the designated representative of (i) the identity of CORYELL COUNTY inmate; (ii) the type of the medical service and/or treatment JOHNSON COUNTY has determined the CORYELL COUNTY inmate requires; (iii) any services or treatments the CORYELL COUNTY inmate has received at the jail in connection with the illness or condition for which JOHNSON COUNTY is contacting CORYELL COUNTY designated representative; (iv) a contact name and telephone number of the representative with JOHNSON COUNTY that determined the medical services and/or treatments are necessary for the CORYELL COUNTY inmate; and (v) the arrangements which have been made to transport the CORYELL COUNTY inmate back to CORYELL COUNTY to receive the medical services and/or treatments. In addition, should a CORYELL COUNTY inmate be hospitalized for any reason at a non-JOHNSON COUNTY facility, JOHNSON COUNTY shall provide CORYELL COUNTY 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 COUNTY inmate that is familiar with the CORYELL COUNTY inmates 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 CORYELL COUNTY directly for the cost of the hospitalization and or medical care, rather than JOHNSON COUNTY 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.

(c) CORYELL COUNTY will reimburse JOHNSON COUNTY for on-site dental service, on-site X-rays and on-site lab work performed on CORYELL COUNTY inmates. Such dental, x-ray, and lab work is not considered "routine" medical procedures and shall be paid for by CORYELL COUNTY.

(d) 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 COUNTY 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 COUNTY has the duty to guard the prisoner and CORYELL COUNTY shall provide all personnel necessary to guard the prisoner. Such prisoners in a hospital or medical facility may be released from JOHNSON COUNTY Jail to CORYELL COUNTY at the discretion of the JOHNSON COUNTY Sheriff. **In the event JOHNSON JOHNSON must guard a prisoner at a hospital or for medical services outside the JOHNSON COUNTY Jail, then JOHNSON**

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

5.

All other provisions of the existing Agreement not specifically altered by this Amendment shall continue in full force and effect.

6.

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.

COUNTY OF JOHNSON

Christopher Boedeker
By Christopher Boedeker — JOHNSON COUNTY Judge

9-23-24
Date

Adam King
By Adam King — JOHNSON COUNTY Sheriff

9-23-24
Date

April Long
By April Long — JOHNSON COUNTY Clerk

9-23-24
Date



COUNTY OF CORYELL COUNTY

Roger Miller
By Roger Miller — CORYELL COUNTY Judge

9/10/24
Date

Scott Williams
By Scott Williams — CORYELL COUNTY Sheriff

9-13-24
Date

Jennifer Newton
By Jennifer Newton — CORYELL COUNTY Clerk

9-13-24
Date