AGENDA ITEM
CA17

AGENDA PLACEMENT FORM

Send to: ccagenda@johnsoncountytx.org

Date: 09/16/2026

Meeting Date: 9/28/2026

Submitted By: County Judges Office

Department: Sheriff's Office

Signature of Elected Official/Department Head:

_____

Court Decision:
This section to be completed by County Judge's Office



9.28.2026

Description:

Consider and Approve Interlocal Cooperation Agreement for Housing City's Class C Misdemeanor Prisoners for Budget Year 2026-2027 Between Johnson County, Texas and the City of Cleburne; with Authorization for County Judge and Sheriff to sign- Sheriff's Office

(May attach additional sheets if necessary)

Person to Present: _____

(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: _____ minutes

Session Requested: (check one)

☐ Action Item ☑ Consent ☐ Workshop ☐ Executive ☐ Public Announcement

Check All Departments That Have Been Notified:

☐ County Attorney ☐ IT ☐ Purchasing ☐ Auditor

☐ Personnel ☐ Development Services ☐ Facilities Management

Other Department/Official (list) TRS2; Chief Blankenship; Tara Raby; Kristen Lesley

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

Approved in CC on 9/11/2023

STATE OF TEXAS §
§
COUNTY OF JOHNSON §

INTERLOCAL COOPERATION AGREEMENT FOR HOUSING CITY'S CLASS C MISDEMEANOR PRISONERS FOR BUDGET YEAR 2026-2027

This Agreement is made by and entered into between Johnson County, Texas (hereinafter "County") a duly organized political subdivision of the State of Texas engaged in the administration of County Government and related services for the benefit of the citizens of the County and the City of Cleburne, Texas (hereinafter "City"), a municipal corporation operating pursuant to the laws of the State of Texas and located in Johnson County.

WHEREAS, County and City desire to improve the efficiency and effectiveness of local governments by authorizing the intergovernmental contracting authority at the local level for all or part of the functions and services of police protection and detention services; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes city and county governments within the State of Texas to contract with one another for the provision of various governmental functions and the delivery of various governmental services; and

WHEREAS, County and City mutually desire to enter into an Agreement for the housing of certain prisoners.

NOW THEREFORE, for the mutual consideration herein stated, County and City agree as follows:

SECTION 1.
FACILITIES

1.1 **In General**. County represents and warrants that the facilities provided for detention of City prisoners meet the requirements of the Texas Commission on Jail Standards, and other applicable State and Federal law.

1.2 **Location and Operation of Facility**. County shall provide the detention services described herein at the Johnson County Jail in Cleburne, Texas. County will provide City and its Police Department with access to and use of the County Jail facilities for the holding and incarceration of City's prisoners arrested for, awaiting disposition of, or convicted of Class C misdemeanors, including, but not limited to, adequate personnel necessary to supervise City prisoners, clothing, food, medical attention, and other appropriate necessities with respect to that number of prisoners. County agrees to provide City with access to and use of these facilities and services so long as such facilities are available and meet the requirements of the Texas Commission on Jail Standards, subject to the termination rights provided for herein.

SECTION 2.
GENERAL DUTIES OF COUNTY

2.1 **Class C Misdemeanor Only**. This Agreement shall apply only to City prisoners arrested for, awaiting disposition of, or convicted of Class C misdemeanors. Incarceration of all other City prisoners is provided for under other Interlocal Agreements or state statutes.

2.2 **Housing and Care of Prisoners.** County agrees to accept and provide for the secure custody, care, and safekeeping of prisoners of the City under this Agreement in accordance with state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards. County shall provide housing, care, meals and routine medical services for such prisoners on the same basis as it provides for its own prisoners confined in its own jail.

SECTION 3.
MEDICAL SERVICES

3.1 **Payment.** The per-day rate under this Agreement covers only routine services, such as on-site sick call (when provided by on-site staff) and non-prescription over the counter and routine drugs and medical supplies. The City shall pay the County an

amount equal to the amount the County is required to expend for medical services other than those routine medical services provided for by the per-day rate. However, County shall notify City prior to incurring medical expenses greater than seven hundred fifty dollars ($750.00) for any one prisoner.

3.2 **Excluded from Per-day Rate**. The per-day rate under this Agreement does not cover: 1) medical/health care services provided outside of the County's facility or by other than facility staff, 2) prescription drugs and treatments, 3) surgical or dental care, and 4) costs associated with any hospitalization of a prisoner, 5) treatment or services provided by persons or entities who are not employees or staff of the Johnson County Law Enforcement Center (JCLEC), including but not limited to entities or persons who come to the JCLEC to provide medical services.

3.3 **Prisoner Primarily Responsible for Costs.** 1) Any prisoner having health insurance or prescription drug coverage shall be required to use such coverage for any medical care provided when he or she is incarcerated by the County. As required by Article 104.002 of the Code of Criminal Procedure, the prisoner shall be primarily responsible for the cost of his or her medical care, and shall be obligated to the entity incurring the cost of the medical care, unless the prisoner fully pays for the cost of services received. 2) Johnson County is not responsible for collecting or attempting to collect or recover expenditures from an inmate as a condition of the requirement that the City pay the provider directly or reimburse Johnson County (at Johnson County's discretion) for expenditures for medical treatment, services or drugs pursuant to this Agreement. 3) City shall reimburse Johnson County for expenditures made by Johnson County without regard to whether Johnson County has attempted to collect from an inmate for medical costs or expenditures. City shall be primarily responsible for recovering or seeking to recover funds from an inmate or former inmate for expenditures made by City to Johnson County for payment for expenditures for medical services or drugs not provided by JCLEC as "routine services" as defined by Section 3.1.

3.4 **City to be Contacted.** When it becomes necessary for a prisoner to be hospitalized, the County shall contact the City through its Chief of Police or designated representative as soon as possible, to inform the City of the fact that the prisoner has been or is to be hospitalized and the nature of the illness or injury that has required the hospitalization. The County shall submit invoices for reimbursable medical services along with its regular

monthly billings for detention services and such invoices shall be paid on the same terms as the regular monthly billings.

3.5 **Costs Billed to City**. It is understood and agreed that if the hospitalization of a prisoner is to be for a duration of more than 24-hours or the cost of medical care for hospitalization will or may, in the opinion of County or County's Sheriff, exceed $2,000.00, the County has the right, after notification of the Chief of Police or his designee, to arrange for the hospital or health care provider to bill the City directly for the costs of the hospitalization and/or medical care rather than the County paying the costs and billing the same to the City. If the hospital or health care provider refuses to bill the City directly, the City shall reimburse the County in accordance with Section 3.1 of this agreement.

3.6 **Medical Information**. The City shall provide the County with medical information for all prisoners sought to be transferred to the County's facility under this agreement, including information regarding any special medication, diet or exercise regimen applicable to each prisoner.

SECTION 4.
TRANSPORTATION AND OFF-SITE SECURITY

4.1 **Transportation**. The City is solely responsible for transportation of the prisoner to and from the County's facility and to and from required court appearances, except as provided herein. The County agrees to provide non-ambulance transportation for prisoners to and from local off-site medical facilities as part of the services covered by the per-day rate. Ambulance transportation (including emergency flights, etc.) is not covered by the per-day rate and will be billed along with the regular monthly billing submitted to the City by the County.

4.2 **Stationary Guard**. The County will provide stationary guard services as requested or required by the circumstances or by law for a prisoner admitted or committed to an off-site medical facility. City shall compensate the County for the standard hourly rate of County personnel providing stationary guard, which shall be billed by the County along with the regular monthly billing for detention services.

SECTION 5.
AVAILABLE JAIL SPACE

5.1 In the event that the County jail facility is at maximum capacity as a result of City or other

prisoners, County reserves the right to require the removal or transfer of City's prisoners within eight hours after notice to City, in order to provide facilities for County prisoners, and County agrees to notify City as soon as possible when a City prisoner must be removed from County facilities because of capacity limits. In no event shall County be required to accept City's prisoners under the terms and conditions of this Agreement if the transfer of prisoners will cause County jail facilities to be in violation of the standards of the Texas Commission on Jail Standards. Nothing contained herein shall be construed to compel County to accept any prisoner if it would place County in violation of any law, regulation or court order; or if in the County Sheriff's opinion, it would create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and prisoners at the facility or result in possible violation of the constitutional rights of the prisoners housed at the facility.

SECTION 6.
PAYMENTS

6.1 **Per-day Rate**. The per-day rate for detention services under this Agreement is **$76.91** per prisoner per day. A day shall constitute any time during a twenty-four (24) hour period. A portion of any day shall count as a day under this Agreement, except that the City may not be billed for two days when a prisoner is admitted after 6:00 p.m. and removed the following morning before 12:00 noon. In that situation, the County will bill for the day of arrival, but not for the day of departure. A day shall constitute any time during a twenty-four-hour (24) period.

6.2 **Billing Procedure.** County shall submit an itemized invoice for the services provided each month to the City. Invoices will be submitted to the following by mail, facsimile transmission, or personal hand-delivery.

Police Department

City of Cleburne
Name of City

10 N. Robinson St., P.O. Box 677
Street Address or P. O. Box

Cleburne, Texas 76081
City, State and Zip Code

policeadministration@cleburne.net
Email Address

6.3 **City Duties**. City shall make payment to County within thirty (30) days after receipt of the invoice. Payment shall be in the name of Johnson County, Texas, and shall be remitted to:

Hon. Christopher Boedeker (or his successor to office)
Johnson County Judge
Johnson County Courthouse
2 North Main Street
Cleburne, TX 76033

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of ten percent (10%) or the maximum legal rate applicable thereto which shall be a contractual obligation of the City under this Agreement.

SECTION 7.
TERM

7.1 **Term**. The term of this Agreement shall be from October 1, 2026 through September 30, 2027.

SECTION 8.
PRISONER SENTENCES

8.1 **Prisoner Sentences**. The County shall notify the City's Municipal Court of the confinement of persons incarcerated by the authority of the City. The County shall not be in charge of or responsible for the computation or processing of prisoners' time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. All such computation and record keeping shall continue to be the responsibility of City. It shall be the responsibility of City to notify County of any discharge date for a prisoner.

8.2 **Arraignments and Release Procedure.** The County will release prisoners of City only when such release is specifically requested in writing by the Chief of Police of the City, or his designee, or the City's Municipal Judge. City's Municipal Judge shall be available generally for magistrations of prisoners during regular business hours, Monday through Friday and Saturday mornings until 11:00 a.m. Preferred hours for magistrations are as follows: Monday 6:00 p.m. until 9:00 p.m., Tuesday 4:00 p.m. until 6:00 p.m., Wednesday 5:00 p.m. until 8:00 p.m., Thursday and Friday 6:00 p.m.

until 9:00 p.m., Saturday 8:00 a.m. until 11:00 a.m. It is contemplated that except in emergency situations, that City's Municipal Judge will not be requested or required to conduct magistrations in excess of once every twenty-four-hour (24) period

8.3 **City Responsibilities**. City accepts all responsibility for the calculations and determinations set forth above and for giving County notice of the same. City will adhere to the requirements of the Texas Code of Criminal Procedure regarding prisoners.

SECTION 9.
CONFINEMENT PROCEDURES

9.1 **County Responsibilities**. The County shall notify the City's Municipal Court by facsimile once every 24 hours of all City prisoners in custody. This shall be done either by sending copies of arrest reports or a list of prisoner names, date of birth, and charges. County shall be solely in charge of all control, techniques, sequences, procedures, means, and the coordination of all work performed under the terms and conditions of this Agreement in regard to the holding and incarceration of all properly delivered prisoners. The County shall insure, dedicate and devote the full time and attention of those employees necessary for the proper execution and completion of the duties and obligation of County stated in this agreement, and give all attention necessary for such proper supervision and direction. County will process all City prisoners through its identification procedures, and may, at its option, fingerprint and photograph all City prisoners booked into the County facility.

9.2 **City Responsibilities**. City agrees to bring with each prisoner delivered to the County facility all packets, jail cards, classification data and other information in the possession of City regarding each prisoner, and has the duty to advise County of any known dangerous propensities of each prisoner delivered to County.

SECTION 10.
LIAISON OFFICERS

10.1 **County Officer**. The County shall designate a suitable officer or peace officer to act on behalf of the County Sheriff, to serve as "Liaison Officer" for County with and between County and City. The Sheriff of County, or his designated substitute, shall insure the performance of all duties and obligations of County herein stated; and shall devote sufficient time and attention to the execution of said duties on behalf of County in full

compliance with the terms and conditions of this Agreement, and shall provide immediate and direct supervision of all the County Sheriffs Office's employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purpose, terms and conditions of this Agreement to the mutual benefit of County and City.

10.2 **City Officer**. City designates the City's Police Chief, or his designated substitute, to act on behalf of the City's Police Department, and to serve as "Liaison Officer" for City with and between County and City and its Police Department to ensure the performance of all duties and obligations of City herein stated, and shall devote sufficient time and attention to the execution of said duties on behalf of City in full compliance with the terms and conditions of this agreement, and shall provide immediate and direct supervision of the City Police Department employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms, and conditions of this Agreement for the mutual benefit of City and County.

SECTION 11.
LIABILITY

11.1 County agrees and accepts full responsibility for the acts, negligence, and/or omissions of all County's employees, agents, contractors, subcontractors, and/or contract laborers, if any, and for those of all other persons doing work under this Agreement for County.

11.2 County agrees and accepts the duty and responsibility for the overseeing of all safety orders, precautions, programs, and equipment necessary to the reasonable safety of County's employees, agents, contractors, subcontractors, and/or contract laborers, if any, and all other persons doing work under this Agreement with City.

11.3 County understands and agrees that County, its employees, servants, agents, and representatives shall not be and shall not represent themselves to be employees, servants, agents, and/or representatives of City.

11.4 City agrees and accepts full responsibility for the acts, negligence, and/or omissions of all City's employees, agents, contractors, subcontractors, and/or contract laborers, if any, and for those of all other persons doing work under this Agreement for City.

11.5 City agrees and accepts the duty and responsibility for overseeing of all safety orders, precautions, programs, and equipment necessary to the reasonable safety of City's employees, agents, contractors, subcontractors, and/or contract laborers, if any, and all other persons doing work under this Agreement with County.

11.6 City understands and agrees that City, its employees, servants, agents, and representatives shall not be and shall not represent themselves to be employees, servants, agents, and/or representatives of County.

SECTION 12.
NOTICE

12.1 **In General**. Notice to either party shall be in writing, and may be hand- delivered, or sent postage-paid by certified or registered mail, return receipt requested. Notice shall be deemed effective if sent to the parties and addresses designated herein, upon receipt in case of hand delivery, and three (3) days after deposit in the U. S. Mail in case of mailing.

12.2 **To City**. The address for City for all purposes of this Agreement and for all notices hereunder shall be:

Michael Marrero, City Manager
Name

10 N. Robinson St., P.O. Box 677
Street Address or P. O. Box

Cleburne, Texas 76031
City, State and Zip Code

michael.marrero@cleburne.net
Email Address

With a copy to:

Rob Severance, Chief of Police
Name

302 W. Henderson St.
Street Address or P. O. Box

Cleburne, Texas 76033
City, State and Zip Code

rob.severance@cleburne.net
Email Address

12.3 **To County**. The address for County for all purposes under this Agreement and for all notices hereunder shall be:

Hon. Christopher Boedeker (or his successor in office)
Johnson County Judge
Johnson County Courthouse
2 North Main Street
Cleburne, TX 76033

With copies to:

Hon. Bill Moore (or his successor in office)
Johnson County Attorney
Guinn Justice Center
204 South Buffalo Avenue, Suite 410
Cleburne, TX 76033

Sheriff Adam King (or his successor in office) Johnson County Sheriff's Office
1102 East Kilpatrick Street
Cleburne, TX 76031

SECTION 13.
TERMINATION

13.1 This Agreement shall terminate at the end of the term listed in Section 7.1. In addition, this Agreement may be terminated by either party upon sixty (60) days written notice delivered to the other party at the offices specified herein. This Agreement will likewise terminate upon the happening of any event that renders performance hereunder by the County impracticable or impossible, such as severe damage to or destruction of the facility, or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of the City's prisoners.

13.2 In the event of such termination by either party, County shall be compensated for all services performed to termination date, together with reimbursable expenses then due and authorized by this Agreement. In the event of such termination, should County be overcompensated for all services performed up to termination date, and/or be overcompensated for reimbursable expenses as authorized by this agreement, then City shall be reimbursed for all such over compensation. Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

SECTION 14.
MISCELLANEOUS PROVISIONS

14.1 **Amendments.** This Agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties

approved by the County Commissioners Court and the City Council.

14.2 **Prior Agreements**. This Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.

14.3 **Choice of Law and Venue**. The law which shall govern this Agreement is the law of the State of Texas. All consideration to be paid and matters to be performed under this Agreement are payable and to be performed in Cleburne, Johnson County, Texas, and venue of any dispute or matter arising under this Agreement shall lie in the District Court of Johnson County, Texas.

14.4 **Approvals.** The City Council of the City and the Commissioners Court of Johnson County in accordance with the Interlocal Cooperation Act must approve this Agreement.

14.5 **Funding Source**. In accordance with the Interlocal Cooperation Act, all amounts due under the Agreement are to be paid from current revenues of City. The signature of the City Manager or Mayor below certifies that there are sufficient funds from the current revenues available to the City to meet its obligations under this Agreement.

14.6 **Heading.** Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

14.7 **Binding Nature of Agreement.** This Agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives.

14.8 **Severability**. In the event that any portion this Agreement shall be found to be contrary to law it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

14.9 **Authority.** The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

Executed in duplicate originals, each of which shall have the full force and effect of an original.

CITY

Signature

Date: 9-15-2026

Michael Marrero

Printed Name
City Manager or Mayor

Attest:

Signature

Date: 09/15/26

Ivy Peterson

Printed Name
City Secretary

JOHNSON COUNTY

Christopher Boedeker, County Judge

Date: 9/28/26

Adam King, Sheriff
Ben Arriola Acting Sheriff

Date: 9/28/26

Attest:

April Long, County Clerk

COMMISSIONERS COURT JOHNSON COUNTY, TEXAS

RESOLUTION

NO. RS09-2026-110

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLEBURNE, TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A RENEWAL OF THE INTERLOCAL COOPERATION AGREEMENT WITH JOHNSON COUNTY FOR HOUSING THE CITY'S CLASS C MISDEMEANOR PRISONERS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, since 2001, the City of Cleburne has maintained an Interlocal Agreement with Johnson County, pursuant to Chapter 791 of the Texas Government Code (the Interlocal Cooperation Act), for the incarceration of the City's Class C misdemeanor prisoners; and

WHEREAS, on August 26, 2025, the City Council at the regular meeting authorized the renewal of the interlocal cooperation agreement with Johnson County for the City's Class C misdemeanor prisoners by Resolution RS08-2025-123; and

WHEREAS, this proposed Interlocal Agreement is a renewal with an increase in the per-day rate from $69.94 per prisoner to $76.91 per prisoner, effective October 1, 2026, through September 30, 2027;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLEBURNE, TEXAS, THAT:

SECTION ONE. The City Council of the City of Cleburne, Texas, hereby authorizes the City Manager to negotiate and execute a renewal of the Interlocal Cooperation Agreement with Johnson County for the housing of the City's Class C misdemeanor prisoners.

SECTION TWO. This Resolution shall become effective immediately upon its passage.

PASSED AND APPROVED this the 8th day of September, 2026, at a Regular Meeting of the City Council of the City of Cleburne, Texas.

CITY OF CLEBURNE

BY: _____
Derek Weathers, Mayor

ATTEST:

_____
Ivy Peterson, City Secretary