

STATE OF TEXAS
COUNTY OF HAMILTON

INTERLOCAL COOPERATION
AGREEMENT

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 BROWN, a political subdivision of the State of Texas (hereinafter referred to as BROWN"), and the COUNTY OF HAMILTON, a political subdivision of the State of Texas (hereinafter referred to as "HAMILTON"), BROWN and HAMILTON may hereafter be referred to singularly as a "Party" or collectively as the "Parties". This Agreement is entered into by Parties pursuant to authority granted under the Inter local Cooperation Act, Texas Government Code Chapter 791.

WITNESSETH

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

WHEREAS, BROWN currently has excess capacity and the ability to provide housing and car for such inmates of HAMILTON at the BROWN County Jail (hereinafter referred to as the "Jail");

WHEREAS, the parties desire to enter into this agreement pursuant to which BROWN will provide detention services for inmates of HAMILTON at the Jail owned, operated and managed by BROWN

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 BROWN will provide to HAMILTON detention services for HAMILTON inmates at the Jail owned, operated and managed by BROWN.

ARTICLE II

TERM

- 2.01** The term ("Term") of this Agreement shall commence on the Effective Date and shall terminate on 12-31-2020, BROWN and HAMILTON may renew the Agreement on an annual basis for three (3) additional one (1) year periods commencing on January 1, 2021 through December 31, 2021. The Agreement shall renew automatically upon the expiration of the current term unless BROWN or

October 4, 2021
(Exhibit #6)

HAMILTON 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 agreements 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 HAMILTON County Commissioners Court to meet the HAMILTON'S fiscal obligations herein, or if sufficient funds are not appropriated by BROWN County Commissioners Court to meet the BROWN'S service obligations agreed hereto into any fiscal year. In such event, the terminating Party agrees to give the non-terminating 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 BROWN or HAMILTON may terminate this Agreement with or without cause by giving to the other Party thirty (30) days' written notice of its intention to terminate.

ARTICLE III

DESIGNATED REPRESENTATIVES

3.01 BROWN hereby appoints Vance Hill, BROWN County Sheriff, as its designated representative under this Agreement.

3.02 HAMILTON hereby appoints Justin Caraway, HAMILTON County Sheriff, as its designated representative under this Agreement.

3.03 A Party may change its designated representatives 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 BROWN agrees to accept and provide for the secure custody, care and safekeeping of inmates of HAMILTON 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 HAMILTON 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. HAMILTON does not guarantee a minimum number of inmates to be housed in the jail under this Agreement. Furthermore, HAMILTON understands and agrees that BROWN will house HAMILTON'S inmates provided the Jail has available beds.

COMPLIANCE WITH LAW AND BROWN CAPACITY LIMITS: Nothing herein shall create any obligation upon BROWN to house the HAMILTON inmates where the housing of said inmates will, in the opinion of BROWN'S Sheriff, raise the population of the facility above permissible numbers of inmates allowed by law, or will, in the Sheriff's opinion, create a condition of overcrowding or 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 BROWN Sheriff determines that a condition exists at the BROWN facility necessitating the removal of the HAMILTON prisoners, or any specified number thereof, HAMILTON shall, upon notice by the BROWN Sheriff to the Sheriff of HAMILTON, immediately (within eight (8) hours) remove said prisoner from the facility.

4.02 BROWN 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 the Jail, subject to the terms and conditions of this Agreement. Routine medical services provided to HAMILTON inmates shall also be in accordance with BROWN Health Services Plan for BROWN inmates as required by Texas Administrative Code, Title 37, Part 9, Chapter 273, Rule 273.2.

4.03 HAMILTON agrees that it is responsible for the transportation of inmates of HAMILTON to and from the Jail, including 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 BROWN 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 BROWN agrees to provide reasonable medical services to inmates of HAMILTON only as follows:

(a) BROWN shall provide routine medical services to inmates of HAMILTON 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) BROWN shall provide non-routine medical services to inmates of HAMILTON, 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 HAMILTON.

In the event an inmate of HAMILTON requires medical services other than those described in subparagraph (a) hereinabove, including but not limited to dental, optical, mental health services, prescription drugs and treatments, BROWN agrees to contact HAMILTON'S Designated Representative to advise the Designated Representative of (i) the identity of the HAMILTON inmate; (ii) the type of the medical service and/or treatments BROWN has determined the HAMILTON inmate requires; (iii) any services or treatments the HAMILTON inmate has received at the Jail in connection with the illness or condition for which BROWN is contacting HAMILTON'S Designated Representative; (iv) a contact name and telephone

Number of the representative with BROWN that determined the medical services and/or treatments are necessary for the HAMILTON inmate; and (v) the arrangements which have been made to transport the HAMILTON inmate back to HAMILTON County to receive the medical services and/or treatments. In addition, should a HAMILTON inmate be hospitalized for any reason at a non-BROWN County facility, BROWN shall provide HAMILTON with the information required in terms (i) through (v) herein as well as a contact name and telephone number for a representative at the medical facility treating the HAMILTON inmate that is familiar with the HAMILTON inmate's condition. BROWN 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. BROWN COUNTY has the right to arrange for the hospital or healthcare provider to bill HAMILTON COUNTY directly for the cost of the hospitalization and or medical care, rather than BROWN paying the costs and billing the same to HAMILTON COUNTY. If the hospital or healthcare provider refuses to bill HAMILTON COUNTY directly, HAMILTON COUNTY shall reimburse BROWN COUNTY for such cost within forty-five (45) business days of receipt of an invoice from BROWN 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 BROWN jail, then HAMILTON will compensate BROWN for the wages and expenses of the other(s) assigned to guard the prisoner. In any circumstances wherein a prisoner must remain in the hospital or medical facility for a period exceeding 12 hours (from the time that prisoner first arrives at the hospital or medical facility), then HAMILTON has the duty to guard the prisoner and HAMILTON shall provide all personnel necessary to guard the prisoner. Such prisoner in a hospital or medical facility may be release from BROWN jail to HAMILTON at the discretion of the BROWN Sheriff.

4.05 HAMILTON and BROWN 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 BROWN reserves the right for BROWN to review the background of inmates sought to be transferred to the Jail, and HAMILTON agrees to cooperate with and provide information reasonably requested regarding any such inmate. BROWN reserves the right to refuse acceptance of any such inmate, if in the reasonable judgment of BROWN'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 HAMILTON 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 standards under both the Jail Commission approved custody assessment system in place at the HAMILTON jail and pursuant to the custody assessment system in place at the BROWN facility.
- (b) The inmate must not have any existing major medical problems.
- (c) The inmate must not have tested positive for tuberculosis (TB).
- (d) The inmate must not have attempted suicide or scored high on suicide screening test.
- (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 BROWN as someone who would be detrimental to the operation of BROWN's facility: and

All inmates proposed by HAMILTON to be transferred to the BROWN facility under this Agreement must meet all of the eligibility requirements set forth above. BROWN reserves the right to review the inmates' classification/eligibility, and the right to refuse to accept any inmate that BROWN 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 BROWN facility, BROWN reserves the right to demand that HAMILTON pick up and remove the inmate within (24) hours of being notified by BROWN.

4.07 BROWN further agrees that should a prisoner be injured while being housed by BROWN that BROWN will within (10) days notify HAMILTON of said injury and provide HAMILTON with copies of all incident reports relating to the injury.

4.08 BROWN, subject to the Texas Constitution, the Texas Tort Claims Act, and other applicable State statutes, shall be fully responsible and liable for all suits, claims, losses and expenses including reasonable attorney's fees, arising out of BROWN's performance or nonperformance of the services and duties herein stated, but only in regard to the actual holding and incarceration of prisoners by BROWN in the jail and including the transfer of prisoners to and from the jail unless transported by HAMILTON.

4.09 BROWN, agrees to magistrate, book in/fingerprint, bond and release HAMILTON inmates from BROWN's facility.

ARTICLE V

PAYMENT FOR SERVICES

5.01 HAMILTON agrees to pay BROWN a per-diem rate for detention services under this Agreement in the amount of FIFTY DOLLARS (\$50.00) for each inmate for each day that detention services are provided from the effective date through the term of this Agreement. The Parties agree that a portion of any day shall be computed as a full day under this Agreement, and subject to the per diem rate, only on the day of arrival of the inmate to the jail. HAMILTON shall not be responsible for any pro-rated per diem fees for any partial day that includes the day of departure of any inmate.

5.02 HAMILTON 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 HAMILTON.

5.03 BROWN agrees to issue a monthly invoice to HAMILTON addressed to the HAMILTON County Treasure at Hamilton County Courthouse, 102 N. Rice St Suite 105 Hamilton, Texas 76531, with a copy to HAMILTON'S Designated Representative. Such statement shall detail the amount of compensation due and expenses incurred that are the responsibility of HAMILTON under this Agreement as well as the period of time for which the invoice applies. The invoice submitted by BROWN hereunder shall be paid in accordance with Government Code Chapter 2251. If any amount set out in any invoice is disputed by HAMILTON, then HAMILTON agrees to notify BROWN 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 HAMILTON 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 HAMILTON to BROWN for the detention services provided under this Agreement must be made from current revenues available to HAMILTON. The payment of funds under any provision of this Agreement by HAMILTON is contingent upon an appropriation by HAMILTON to cover the provisions of this Agreement. Neither HAMILTON, its elected officials, employees, agents, attorneys, nor any other individual acting on behalf of HAMILTON may make any representations or warranty as to whether any appropriation will, from time to time, be made by the governing body of HAMILTON. The failure of HAMILTON to appropriate sufficient funds will not cause HAMILTON to be in default under this Agreement, and BROWN's sole and exclusive remedy shall be to terminate this Agreement.

ARTICLE VI

RECORDS

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

6.02 Upon request BROWN agrees to provide Hamilton with copies of any records or reports maintained by BROWN that are applicable to the particular inmate of HAMILTON relating to that inmate's detention at the jail under this Agreement.

6.03 The Parties agree that BROWN shall not be responsible for the computation or processing of any inmate's time of confinement, including but not limited to, computation of good time awards/credits and discharge dates. In addition, BROWN shall not be responsible for paperwork arrangements 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 be the responsibility of HAMILTON.

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 Courts in BROWN County, Texas, or the Federal District Courts in the Northern District of Texas, San Angelo 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 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, modification, or alteration of the terms hereof shall be binding unless in writing, dated subsequent to the date of this Agreement and duly authorized by the governing bodies of BROWN and HAMILTON.

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 proper 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 BROWN Judge Dr. Paul Lilly
 BROWN County Judge
 BROWN County Courthouse
 200 S. Broadway
 Brownwood, Texas 76801

With copy to Sheriff Vance Hill
 BROWN County Sheriff's Office
 1050 West Commerce
 Brownwood, Texas 76401

If to HAMILTON Judge W. Mark Tynes
 Hamilton County Judge
 Hamilton County Courthouse
 102 N. Rice Suite 124
 Hamilton, Texas 76531

With copy to Sheriff Justin Caraway
 Hamilton County Sheriff's Office
 1108 S. Rice St
 Hamilton, Texas 76531

ARTICLE XI

ASSIGNMENT

11.01 No Party may assign its rights, privileges, or obligations 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

PRIOR AGREEMENTS SUPERSEDED

13.01 This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes all prior understandings or written or oral agreements between the Parties regarding the subject matter of the Agreement.

ARTICLE XIV

MULTIPLE COUNTERPARTS

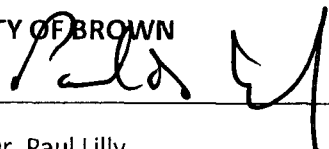
14.01 This Agreement may be executed in counterparts by the Parties hereto and each counterpart, when so executed and delivered, shall constitute an original instrument and such separate counterparts shall constitute by one and the same instrument.

ARTICLE XV

PARTIES BOUND

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 BROWN

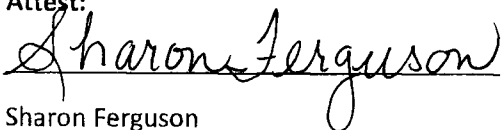
By: 

Date: 10/04/21

Judge Dr. Paul Lilly

BROWN County Judge

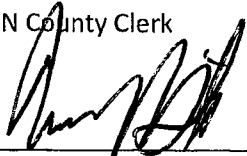
Attest:



Date: 10-04-2021

Sharon Ferguson

BROWN County Clerk

By: 

Date: 10/4/21

Vance Hill

BROWN County Sheriff

COUNTY OF HAMILTON

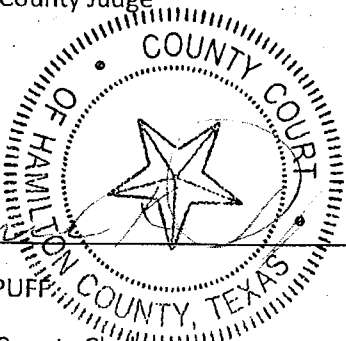
By: W. Mark Tynes
W. Mark Tynes

Date: 09-08-2021

Hamilton County Judge

Attest:

Cynthia Puff
CYNTHIA PUFF
Hamilton County Clerk

The seal of Hamilton County Court, Texas, is circular with a five-pointed star in the center. The text "COUNTY COURT OF HAMILTON COUNTY, TEXAS" is written around the perimeter of the seal.

Date: 9.9.21

APPROVED:

By: Justin Caraway
Justin Caraway
Hamilton County Sheriff

Date: 09/07/2021