

STATE OF TEXAS

COUNTY OF MILLS

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INTERLOCAL COOPERATION

AGREEMENT

This INTERLOCAL COOPERATION AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into this the 23 day of December, 2024, (hereinafter referred to as the "Effective Date"), by and between the COUNTY OF MILLS, a political subdivision of the State of Texas (hereinafter referred to as "MILLS"), and the COUNTY OF BROWN, a political subdivision of the State of Texas (hereinafter referred to as "BROWN"), MILLS and BROWN may hereafter be referred to singularly as a "Party" or collectively as the "Parties." This Agreement is entered into by the Parties pursuant to authority granted under the Interlocal Cooperation Act, Texas Government Code Chapter 791.

WITNESSETH

WHEREAS, BROWN is seeking to provide for the housing and care of certain inmates of BROWN; and

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

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

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

ARTICLE II **TERM**

2.01 The term ("Term") of this Agreement shall commence on the Effective Date and shall terminate on December 31, 2022. MILLS and BROWN may renew the Agreement on an annual basis for three (3) additional one (1) year periods commencing on January 1, 2023, through December 31, 2025. The Agreement shall renew automatically upon the expiration of the current term unless either MILLS or BROWN provides the other Party with written

December 23, 2024

(Exhibit #4)

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 BROWN County Commissioners Court to meet the BROWN'S fiscal obligations herein, or if sufficient funds are not appropriated by MILLS County Commissioners Court to meet the MILLS'S service obligations agreed hereto into in any fiscal year. In such event, the terminating Party agrees to give the non-terminating Party sixty (60) days' written notice prior to such termination.
- 2.03 The Parties hereby agree that, notwithstanding any other language to the contrary herein, either MILLS or BROWN 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 MILLS hereby appoints Anthony R Pool, MILLS County Sheriff, as its designated representative under this Agreement.
- 3.02 BROWN hereby appoints Vance Hill, BROWN 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 MILLS agrees to accept and provide for the secure custody, care and safekeeping of inmates of BROWN 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 BROWN 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. BROWN does not guarantee a minimum number of inmates to be housed in the Jail under this Agreement. Furthermore, BROWN understands and agrees that MILLS will house BROWN'S inmates provided the Jail has available beds.

COMPLIANCE WITH LAW AND MILLS CAPACITY LIMITS: Nothing herein shall create any obligation upon the MILLS to house the BROWN'S inmates where the housing

of said inmates will, in the opinion of MILLS'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 MILLS's Sheriff determines that a condition exists at the MILLS's facility necessitating the removal of the BROWN'S prisoners, or any specified number thereof, the BROWN Sheriff shall, upon notice by the MILLS Sheriff to the Sheriff of the BROWN, immediately (within eight (8) hours) remove said prisoner from the facility.

- 4.02 MILLS 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 BROWN'S inmates shall also be in accordance with MILLS Health Services Plan for MILLS's inmates as required by Texas Administrative Code, Title 37, Part 9, Chapter 273, Rule 273.2.
- 4.03 BROWN agrees that it is responsible for the transportation of inmates of BROWN 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 MILLS 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 MILLS agrees to provide reasonable medical services to inmates of BROWN only as follows:
- (a) MILLS shall provide routine medical services to inmates of BROWN 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) MILLS shall provide non-routine medical services to inmates of BROWN, 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 BROWN.

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

treatments are necessary for the BROWN inmate; and (v) the arrangements which have been made to transport the BROWN inmate back to BROWN County to receive the medical services and/or treatments. In addition, should a BROWN inmate be hospitalized for any reason at a non-MILLS County facility, MILLS shall provide BROWN with the information required in items (i) through (v) herein as well as a contact name and telephone number for a representative at the medical facility treating the BROWN inmate that is familiar with the BROWN inmate's condition.

GUARDING OFF-SITE PRISONERS: In the event that an inmate must be hospitalized or requires medical services or other services outside the MILLS Jail, then BROWN will compensate MILLS for the wages and expenses of the officer (s) assigned to guard the prisoner. In any circumstance 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 a hospital or medical facility), then BROWN has the duty to guard the prisoner and BROWN shall provide all personnel necessary to guard the prisoner. Such prisoner in a hospital or medical facility may be released from MILLS Jail to BROWN at the discretion of the MILLS Sheriff.

- 4.05 BROWN and MILLS understand that the detention services to be provided under this Agreement include only basic custodial care and supervision, and do not include any special educational, vocational, or other programs.
- 4.06 MILLS reserves the right for MILLS to review the background of inmates sought to be transferred to the Jail, and BROWN agrees to cooperate with and provide information reasonably requested regarding any such inmate. MILLS reserves the right to refuse acceptance of any such inmate, if, in the reasonable judgment of MILLS'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 the BROWN 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 BROWN'S jail and pursuant to the custody assessment system in place at the MILLS's facility;
- (b) The inmate must not have any existing major medical problems;
- (c) The inmate must not use or need the aid of crutches, walkers or wheelchair;
- (d) The inmate must not be using medication for any mental health condition;
- (e) The inmate must not be under the care of the Texas Department of Mental Health and Mental Retardation;
- (f) The inmate must not have tested positive for tuberculosis (TB);

- (g) The inmate must not have attempted suicide or scored high on suicide screening tests;
- (h) The inmate must not have committed any act of violence against a detention officer or another inmate;
- (i) The inmate must not be deemed by MILLS as someone who would be detrimental to the operation of MILLS's facility; and
- (j) The inmate must not be a person who in the MILLS's sole opinion and discretion would pose an unusual expense or risk of expense to MILLS.

All inmates proposed by the BROWN to be transferred to the MILLS's facility under this Agreement must meet all of the eligibility requirements set forth above. The MILLS reserves the right to review the inmates' classification/eligibility, and the right to refuse to accept any inmate that MILLS 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 MILLS's facility, the MILLS reserves the right to demand that the BROWN pick up and remove the inmate within eight (8) hours of being notified by MILLS.

- 4.07 MILLS further agrees that should a prisoner be injured while being housed by MILLS, that MILLS will within ten (10) days notify BROWN of said injury and provide BROWN with copies of all incident reports relating to the injury.
- 4.08 MILLS, 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 MILLS's performance or nonperformance of the services and duties herein stated, but only in regard to the actual holding and incarceration of prisoners by MILLS in the Jail and including the transfer of prisoners to and from the Jail unless transported by BROWN.

ARTICLE V

PAYMENT FOR SERVICES

- 5.01 BROWN agrees to pay MILLS a per-diem rate for detention services under this Agreement in the amount of SEVENTY-FIVE AND NO/100 DOLLARS (\$75.00) 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. BROWN 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 BROWN 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 that reasonable medical expenses for services that are required to be provided pursuant to Article IV, Section 4.04(b) hereinabove shall be

the responsibility of BROWN.

MILLS agrees to issue a monthly invoice to BROWN addressed to the BROWN County Sheriff at BROWN County Sheriff, 1050 W Commerce St, Brownwood, TX 76801, with a copy to BROWN'S Designated Representative. Such statement shall detail the amount of compensation due and expenses incurred that are the responsibility of BROWN under this Agreement as well as the period of time for which the invoice applies. The invoice submitted by MILLS hereunder shall be paid in accordance with Government Code Chapter 2251. If any amount set out in any invoice is disputed by BROWN, then BROWN agrees to notify MILLS in writing of the disputed 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 BROWN until the disputed matter is resolved, and that payment of the undisputed balance must be paid in accordance with this Article V, Section 5.03.

- 5.03 Payments by BROWN to MILLS for the detention services provided under this Agreement must be made from current revenues available to BROWN. The payment of funds under any provision of this Agreement by BROWN is contingent upon an appropriation by BROWN to cover the provisions of this Agreement. Neither BROWN, its elected officials, employees, agents, attorneys, nor any other individual acting on behalf of BROWN may make any representation or warranty as to whether any appropriation will, from time to time, be made by the governing body of BROWN. The failure of BROWN to appropriate sufficient funds will not cause BROWN to be in default under this Agreement, and MILLS's sole and exclusive remedy shall be to terminate this Agreement.

ARTICLE VI

RECORDS

- 6.01 BROWN agrees to provide MILLS 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 BROWN for each such inmate, including information regarding any special medication, diet, or exercise regimen applicable to each such inmate.
- 6.02 Upon request, MILLS agrees to provide BROWN with copies of any records or reports maintained by MILLS that are applicable to the particular inmate of BROWN relating to that inmate's detention at the Jail under this Agreement
- 6.03 The Parties agree that MILLS 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, MILLS 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 recordkeeping and/or paperwork

requirements shall continue to be the responsibility of BROWN.

- 6.04 BROWN agrees to comply with all of MILLS's booking procedures. MILLS hereby agrees to furnish BROWN with a copy of those procedures on, or prior to, execution of this Agreement by MILLS.

ARTICLE VII

TEXAS LAW TO APPLY

- 7.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and exclusive venue for any proceeding shall be in the state district courts in MILLS 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, 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, 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 MILLS and BROWN.

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 MILLS: Judge Jett Johnson
Mills County Judge

Mills County Courthouse
PO Box 483
1011 Fourth Street
Goldthwaite, Texas 76844

With copy to: Sheriff Anthony R Pool
Mills County Sheriff's Office
PO Box 1497
Goldthwaite, Texas 76844

If to BROWN: County Judge
Shane Britton
200 S Broadway, Room 11
Brownwood, Texas 76801

With copy to: Sheriff Vance Hill
1050 W Commerce St.
Brownwood, Texas 76801

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 inure only 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 MILLS

By: 
Jett Johnson
Mills County Judge

Date: 10/14/24


Attest:


Sonya Scott
Mills County Clerk



Date: 10/14/24

Approved:

By: 
Anthony R Pool
Mills County Sheriff

Date: October 14, 2024

COUNTY OF BROWN

By: _____

Shane Britton

BROWN County Judge

Date: _____

1/21/25

Attest:

Sharon Ferguson

BROWN County Clerk

Date: _____

12-23-2024

Approved: _____

By: _____

Vance Hill

BROWN County Sheriff

Date: _____

10/23/24