

**INTERLOCAL COOPERATION AGREEMENT**

This Agreement is made by and entered into between Hopkins County, Texas (hereinafter referred to as "Hopkins") and Rockwall County, Texas (hereinafter referred to as "Rockwall") on the date indicated below.

**WHEREAS**, Rockwall may need emergency housing and care of certain inmates incarcerated or to be incarcerated in its jail and as a safety precaution, if all available beds are filled; and

**WHEREAS**, Hopkins currently has jail capacity and the ability to provide housing and care for such inmates; and

**WHEREAS**, both parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperation Agreement for such detention services pursuant to Chapter 791 of the Texas Government Code; and

**WHEREAS**, the parties desire to enter into an agreement pursuant to which Hopkins will provide housing and care for certain inmates incarcerated or to be incarcerated in Rockwall's jail.

**NOW THEREFORE**, in consideration of the promises, covenants, and agreements contained herein, the parties hereto mutually agree as follows:

**ARTICLE 1: DETENTION SERVICES**

For the purposes and consideration herein stated and contemplated, Hopkins shall provide the following necessary and appropriate services for Rockwall to the maximum extent authorized by this agreement without regard to race, religion, color, age, sex, and national origin, to wit:

**1.1 FACILITIES**

Hopkins warrants that the facilities provided for the detention of Rockwall's prisoners meet the requirements of the Texas Commission of Jail Standards.

**1.2 HOUSING AND CARE OF INMATES**

Hopkins agrees to accept and provide for the secure custody, care and safekeeping of inmates of Rockwall in accordance with the state and local law, including the minimum standards promulgated by the Texas Commission of Jail Standards. Hopkins 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 its own jail.

**1.3 MEDICAL SERVICES**

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/non-legend and routine drugs and medical supplies.

The per-day rate does not cover medical/health care services provided outside of Hopkins' facility or by anyone other than facility staff, prescription drugs, and other medical treatment or surgical and dental care and does not include the costs associated with any hospitalization of an inmate. Rockwall shall pay Hopkins an amount equal to the amount Hopkins is required to expend for medical services other than those routine medical services provided for by the per-day rate.

When it becomes necessary for an inmate to be hospitalized, Hopkins shall contact Rockwall through its Sheriff or designated representative as soon as possible to inform Rockwall of the fact that the inmate has been hospitalized and the nature of the illness or injury that has required the hospitalization.

Hopkins will arrange for the hospital or health care provider to bill the costs of the hospitalization and/or medical care directly to Rockwall, rather than Hopkins paying the costs and invoicing Rockwall for the cost of the hospitalization.

If the hospital or health care provider refuses to bill Rockwall directly, Rockwall shall reimburse Hopkins such costs within thirty business days of receipt of an invoice from Hopkins. The invoice may be delivered to Rockwall personally, by facsimile, by mail or by other reliable courier.

#### **1.4 MEDICAL INFORMATION**

Rockwall shall provide Hopkins with medical information for all inmates sought to be transferred to Hopkins' facility under this agreement, including information regarding any disability, special medication, diet or exercise regimen applicable to each inmate.

#### **1.5 TRANSPORTATION AND OFF SITE SECURITY**

Rockwall is solely responsible for the transportation of the inmate to and from Hopkins' facility. Hopkins agrees to provide non-ambulance transportation for inmates to and from local (within 50 miles) off-site medical facilities as part of the services covered by the per-day rate. Ambulance transportation (including emergency flight, etc.) is not covered by the per-day rate and will be billed along with the regular monthly billing submitted to Rockwall by Hopkins.

Hopkins will provide stationary guard services as requested or required by the circumstances or by law for an inmate admitted or committed to an off-site medical facility. Rockwall shall compensate Hopkins for the actual cost of said guard services to Hopkins, which shall be billed by Hopkins along with the regular monthly billing for detention services.

Rockwall shall be responsible for the transportation of its inmates to and from all court proceedings and hearings not arising out of incidents in Hopkins County.

Rockwall is responsible for the transportation of its inmates from Hopkins' facility to the Texas Department of Criminal Justice, Institutional Division.

## **1.6 SPECIAL PROGRAMS**

The per-day rate set out in this agreement covers basic custodial care and supervision and does not include any special educational, vocational or other programs unless provided to similar inmates in Hopkins County. The parties may agree by written amendment to this agreement or by separate agreement for the provision thereof.

## **1.7 LOCATION AND OPERATION OF FACILITY**

Hopkins shall provide the detention services described herein at the Hopkins County Jail in Hopkins County, Texas.

## **ARTICLE 2: FINANCIAL PROVISIONS**

### **2.1 PER DIEM RATE**

The per diem rate for detention services under this agreement is \$45.00 per man-day. This rate covers one inmate per day.

A portion of any day shall count as a man-day under this agreement except that Rockwall may not be billed for two days when an inmate is admitted one evening (i.e., on or after 6:00 p.m.) and removed the following morning, ( i.e., at or before 12:00 Noon). In that situation, Hopkins will bill for the day of arrival, but not for the day of departure.

### **2.2 BILLING PROCEDURE**

Hopkins shall submit an itemized invoice for the services provided each month to Rockwall.

Invoices will be submitted to the office of Rockwall hereby designated to receive the same on behalf of Rockwall to-wit:

Rockwall County Auditor  
1111 E. Yellowjacket Ln, Ste. 202  
Rockwall, Texas 75087

Rockwall shall make payment to Hopkins within 30 days after receipt of the invoice.

Payment shall be in the name of Hopkins County, Texas, and shall be remitted to:

Hopkins County Treasurer  
118 Church St.  
Sulphur Springs, Texas 75482

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

Rockwall further agrees that Hopkins shall be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this agreement.

### **ARTICLE 3: TERM OF AGREEMENT**

#### **3.1 PRIMARY TERM**

The primary term of this agreement is for a period beginning upon the date of execution by the Commissioners Court of each of the parties and end September 30, 2020.

#### **3.2 RENEWALS**

The agreement may be renewed annually by the mutual agreement of the parties.

In the event that the parties seek to renew this agreement at the end of that primary term or any renewal period, the per diem rate for detention services shall be at the rate negotiated by the parties for such renewal period.

The terms, conditions and rates with regard to any renewal period shall be as mutually agreed between the parties and as approved by the Commissioners Court of the respective parties.

#### **3.3 TERMINATION**

This agreement shall terminate at the end of the primary term or of any renewal term unless renewed pursuant to Section 3.2.

In addition, this agreement may be terminated upon 60 days written notice delivered by either party to the County offices specified herein.

This agreement will likewise terminate upon the happening of any event that renders performance hereunder by Hopkins 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 Rockwall's inmates.

### **ARTICLE 4: ACCEPTANCE OF INMATES**

#### **4.1 COMPLIANCE WITH THE LAW**

Nothing herein shall create any obligation upon Hopkins to house Rockwall's inmates where the housing of said inmates will, in the opinion of the Hopkins' Sheriff, raise the population of the facility above the permissible numbers of inmates allowed by law or will, in the Hopkins County Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of jail personnel and/or inmates at the facility or result in possible violation of the constitutional rights of the inmates housed at the facility.

At any time that the Hopkins' Sheriff determines that a condition exists at the Hopkins' facility necessitating the removal of Rockwall's prisoners or any specified number thereof, Rockwall shall, upon notice by the Hopkins' Sheriff to Rockwall's Sheriff, remove said prisoner(s) from the facility within eight hours.

In the event such prisoner(s) are not removed by Rockwall, Hopkins may deliver up such prisoner(s) to the Sheriff or Rockwall County at the cost and expense of Rockwall.

#### **4.2 ELIGIBILITY FOR INCARCERATION AT FACILITY**

The only inmates of Rockwall eligible for incarceration in Hopkins' facility under this agreement are non-high risk inmates.

An inmate must be considered as non-high risk in accordance with State standards and under both the Jail Commission approved custody assessment system in place at Rockwall's jail and pursuant to the custody assessment system in place at Hopkins' facility before the inmate is eligible for incarceration at Hopkins' facility.

All inmates proposed by Rockwall to be transferred to the Hopkins' facility under this Agreement must meet the eligibility requirements set forth above.

Hopkins reserves the right to review the inmate's classification and/or eligibility and the right to refuse to accept any inmate that it does not believe to be properly classified as a non-high risk inmate.

Furthermore, if any inmate's classification changes while incarcerated at Hopkins' facility, Hopkins reserves the right to demand that Rockwall remove that inmate and Rockwall may replace said inmate with a non-high risk inmate of Rockwall.

#### **4.3 RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES**

Hopkins reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to Hopkins' facility and Rockwall shall cooperate with and provide information requested regarding the inmates by Hopkins' Sheriff.

Hopkins has the right to refuse acceptance of any prisoner of Rockwall.

Likewise, if any inmate's behavior, medical or psychological condition, or other circumstance of reasonable concern to the Hopkins' Sheriff makes the inmate unacceptable for continued incarceration in Hopkins' facility in the opinion of the Hopkins' Sheriff, Rockwall will be requested to remove said inmate from the facility and shall do so within eight hours upon the request of the Hopkins' Sheriff.

Rockwall inmates may also be required to be removed from the Hopkins facility when their classification changes for any purpose, including long-term medical segregation.

In the event of Rockwall's failure to remove such inmate within eight hours, Hopkins may deliver up such inmate to the Sheriff of Rockwall County at the cost and expense of Rockwall.

#### **4.4 INMATE SENTENCES**

Hopkins shall not be in charge or responsible for the computation or processing of inmates' time of confinement, including but not limited to, computation of good time awards/credits and discharge date. All such computations and record keeping shall continue to be the responsibility of Rockwall.

It shall be the responsibility of Rockwall to notify Hopkins of any discharge date for an inmate at least ten days before such date. Hopkins will release inmates of Rockwall only when such release is specifically requested in writing by the Sheriff of Rockwall. However, it is agreed that the preferred and usual course of dealing between the parties shall be for Rockwall to pick up and return inmates to Rockwall's facility shortly before their discharge date and for Rockwall to discharge the inmate from its own facility.

Rockwall accepts all responsibility for the calculations and determinations set forth above and for giving Hopkins notice of the same time.

Rockwall is responsible for all paperwork, arrangements, and transportation for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.

#### **4.5 LIABILITY**

Hopkins agrees to and accepts full responsibility for the acts, negligence and/or omissions of all Hopkins' employees and agents, its subcontractors and/or contract laborers and for those of all other persons doing work under a contract or agreement with Hopkins.

Hopkins agrees to and accepts the duty and responsibility for overseeing all safety precautions, programs and equipment reasonably necessary to the safety of Hopkins' subcontractors and/or contract laborers and for those of all other persons doing work under a contract or agreement with Hopkins.

Hopkins understands and agrees that Hopkins, its employees, servants, agents and representatives shall at no time represent themselves to be employees, servants, agents and/or representatives of Rockwall.

Rockwall agrees to and accepts full responsibility for the acts, negligence and/or omissions of all Rockwall's employees and agents, its subcontractors, contract laborers and for all other persons doing work under a contract or agreement with Rockwall.

Rockwall agrees to and accepts the duty and responsibility for overseeing all the safety orders, precautions, programs, and equipment necessary to the reasonable safety of Rockwall's employees

and agents, its subcontractors and/or contract laborers and all other persons doing work under a contract or agreement with Rockwall.

Rockwall understands and agrees that Rockwall, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of Hopkins.

Rockwall and Hopkins do not waive any defenses that may be available to Rockwall and Hopkins, either collectively or individually, regarding claims by third parties, and all such defenses are hereby specifically reserved. Rockwall and Hopkins are independent contractors, and this Agreement does not constitute a joint venture or partnership for any purpose.

## **ARTICLE 5: MISCELLANEOUS**

### **5.1. BINDING NATURE OF AGREEMENT**

This agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives.

### **5.2. NOTICE**

Either party hereto may deliver all notices, demands, or other writings by United States mail or other reliable courier at the following address:

Hopkins:                    Hopkins County, Texas  
                                  County Judge  
                                  P.O. Box 288  
                                  Sulphur Springs, Texas 75483

Rockwall:                    Rockwall County, Texas  
                                  County Judge  
                                  101 E. Rusk St  
                                  Rockwall, Texas 75087

The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

### **5.3. AMENDMENTS**

This agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the Commissioners Courts of the respective parties hereto.

**5.4. 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.

**5.5. 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 Rockwall, Rockwall County, Texas, and venue of any dispute or matter arising under this agreement shall lie in the Rockwall County, Texas.

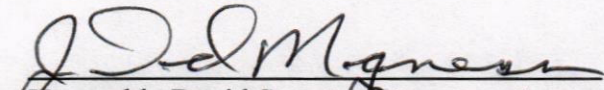
**5.6. APPROVALS**

The Commissioners Court of Rockwall County and the Commissioners Court of Hopkins County in accordance with the Interlocal Cooperation Act must approve this agreement.

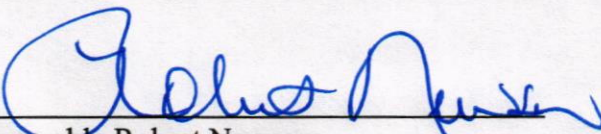
**5.7. FUNDING SOURCE**

In accordance with the Interlocal Cooperation Act, all amounts due under this agreement are to be paid from current revenues of Rockwall.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized agents, officers and/or officials on the dates set forth below.

  
Honorab~~le~~ David Sweet *Magness*  
Rockwall County Judge *Pro Tem*

Date: 6/25/19

  
Honorab~~le~~ Robert Newsom  
Hopkins County Judge

Date: 7-1-19