

RESOLUTION NO. R2023-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET,
TEXAS APPROVING AN THE INTERLOCAL AGREEMENT WITH
BURNET COUNTY FOR JAIL SERVICES

BE IT RESOLVED BY THE CITY COUNCIL OF BURNET, TEXAS THAT:

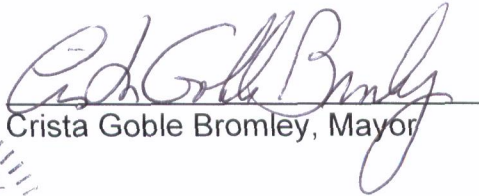
Section one. Approval. The attached Interlocal Agreement with Burnet County is hereby approved.

Section two. Authorization. The Mayor is hereby authorized to execute the contract documents approved in section one; and, execute such other documents and take such other actions reasonably necessary to facilitate the purpose of this Resolution.


Section three. Open Meetings. It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

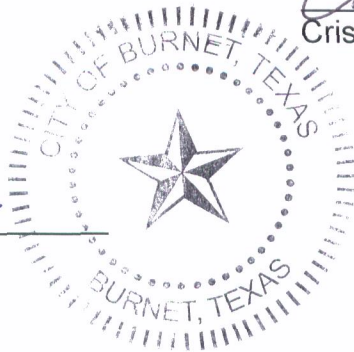
PASSED AND APPROVED to be effective this the 14th day of February, 2023.

CITY OF BURNET


Crista Goble Bromley, Mayor

ATTEST:


Kelly Dix, City Secretary



2. **RENEWAL:** This Agreement will automatically renew each October 1 at the current rate set or a new rate to be set by **COUNTY** and only after providing sixty (60) day notice prior to the end of the contract term. Further, the automatic renewal is subject to **CITY'S** certification that it has current fiscal funds available for the renewal term. **COUNTY** agrees that it shall provide at least sixty (60) days' notice of any change to the per diem rate for detention services for subsequent terms.

3. **TERMINATION:**
 - A. This Agreement may be terminated without cause at any time at the option of either **COUNTY** or **CITY** upon the giving of sixty (60) days written notice to the other party in the manner and form provided for herein. The Notice is effective if sent by either the Burnet County Judge or the Burnet County Sheriff. The termination of the Agreement will be effective upon the last day of the month in which the expiration of the sixty (60) day period occurs.

 - B. This Agreement is also subject to termination upon the occurrence of an event that renders performance hereunder by **COUNTY** impracticable or impossible, such as severe damage or destruction of **COUNTY'S** facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of **CITY** inmates.

ARTICLE II **DETENTION SERVICES**

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **CITY'S** inmates to the maximum extent authorized by this Agreement, without regard to race, religion, color, age, sex, or national origin; to-wit:

1. **PURPOSE:** **COUNTY** shall provide housing and food to inmates presented by **CITY** related exclusively to violations of city ordinances, Municipal Court Orders, and/or class "C" level State law violations occurring within its jurisdiction who meet the following minimum criteria (as determined by the Burnet County Sheriff or his designee):
 - A. Inmate must be at least 18 years of age;
 - B. Inmate must be of good general health which may be confirmed by **COUNTY** jail facility personnel prior to acceptance.

2. **HOUSING AND CARE OF INMATES:** **COUNTY** will confine inmates and give them reasonable and humane care and treatment, consistent with the Texas Commission on Jail Standards and other express provisions in this Agreement. **COUNTY** will provide, as set out herein, for inmates' physical needs, retain them in safe custody, supervise them, maintain proper discipline and control, make certain

inmates receive no privileges except those generally afforded other inmates and that the judgments and orders of the committing court are faithfully executed.

NOTE: CITY inmates must meet the Texas Jail Commission's approved custody assessment system as well as the Burnet County Jail's custody assessment system in order to be eligible for incarceration at the COUNTY'S jail facility.

NOTE: COUNTY warrants that it will comply with all federal and state laws and with the requirements of the Texas Commission on Jail Standards while housing CITY inmates under this Agreement. Nothing herein will create any obligation upon COUNTY to house CITY inmates where the housing of said CITY inmates will, in the opinion of the Burnet County Sheriff, raise the population of the facility above the permissible number of inmates allowed by law, or will, in the Burnet County 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 inmates housed at the facility. At any time that the Burnet County Sheriff determines that a condition exists at COUNTY'S facility necessitating the removal of CITY inmates, or any specified number thereof, CITY shall, upon notice by the Burnet County Sheriff, immediately remove said inmates from the facility. CITY will make every effort to remove any inmate within eight (8) hours of notice from COUNTY'S jail facility.

3. **MEDICAL SERVICES:** The per-day rate under this Agreement covers routine medical services such as on-site sick call (when provided by COUNTY or by contracted on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies. Additionally, the per-day rate covers medical/health care services provided outside of the COUNTY'S facility and any expenses relating to obtaining prescription drugs, surgical care, optical care, and dental care services provided outside of COUNTY'S facility.
4. **MEDICAL RECORDS IN POSSESSION OF CITY:** CITY agrees to provide COUNTY with a copy of each inmate's medical, dental, and mental health record(s) for the purposes of continuity of care should CITY possess or be obligated to possess such record(s). COUNTY agrees to maintain a confidential record of the health care of each inmate. CITY shall ensure that these records are provided upon the arrival of the inmate at the Burnet County Jail. A copy of each inmate's record shall be provided to CITY upon request as provided by law.
5. **FACILITY INSPECTION:** COUNTY agrees to provide reports of state or federal inspections of the facilities to CITY upon request.
6. **TRANSPORTATION FOR CITY INMATES:** COUNTY agrees to provide ambulance and other transportation for CITY inmates to and from local off-site medical facilities at COUNTY'S expense. CITY is solely responsible for the transportation and security of inmates to the Burnet County Jail and the same for appearance before the CITY'S Municipal Court and/or another appropriate Court of jurisdiction.

7. **SPECIAL PROGRAMS:** The per day rate set out in this Agreement covers basic custodial care and supervision and does not include special educational, vocational or other programs provided to inmates in COUNTY's facilities. The parties may contract by written agreement to the provision of special programs.
8. **LOCATION AND OPERATION OF FACILITY:** COUNTY shall provide the detention services described herein at the COUNTY's jail located in Burnet, Texas.
9. **ADMITTING AND RELEASING:** CITY shall provide inmate biographical information and charge information for each inmate at the time of incarceration at the Burnet County Jail. COUNTY shall be responsible for the admitting and releasing of inmates placed in COUNTY'S facility. COUNTY will maintain records of all such transactions in a manner agreed upon by COUNTY and CITY. COUNTY will provide such records to CITY upon request.
10. **PRISON RAPE ELIMINATION ACT (PREA) COMPLIANCE:** This is an Agreement for the confinement of inmates as described by 28 CFR 115.12. COUNTY has adopted and complies with the standards of the Prison Rape Elimination Act. COUNTY shall provide CITY with access for contract monitoring as described in Section 115.12 (b) to ensure that COUNTY is complying with the PREA standards in the provision of services under this Agreement.

ARTICLE III **FINANCIAL PROVISIONS**

1. **PER DIEM RATE:** The per diem rate for detention services under this Agreement is one hundred dollars (**\$100.00**) per man-day, subject to Article 1, Section 2 of this Agreement. This rate covers one inmate per day. A portion of any day will count as a man-day under this agreement.
2. **BILLING PROCEDURE:** COUNTY shall submit an itemized invoice for the services provided each month to CITY, in arrears. Such invoice will include a list of each of the inmates housed and the number of calendar days per inmate. Invoices will be submitted to the officer designated to receive the same on behalf of CITY. CITY will make payment to COUNTY within thirty (30) calendar days after receipt of the invoice. Payment will be in the name of Burnet County, Texas and will be remitted to:

BURNET COUNTY TREASURER
133 E. Jackson Street
Burnet, TX 78611

ARTICLE IV
MISCELLANEOUS

1. **BINDING NATURE OF AGREEMENT:** This Agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives.
2. **NOTICE:** All notices, demands, or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

To: **BURNET COUNTY**
James Oakley, County Judge
220 S. Pierce St.
Burnet, Texas 78611

To: **CITY of BURNET**
Crista Goble Bromley, Mayor
PO Box 1369
Burnet, Texas 78611

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.

3. **AMENDMENTS:** This Agreement will not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the commissioner's courts of the respective parties hereto.
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. **REPRESENTATION:** Each party understands and agrees that each party, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representative of the other party.
6. **INDEPENDENT RELATIONSHIP:** Each party shall have and retain the exclusive right of control over its employees and contractors assigned to perform services under this Agreement in accordance with the applicable laws of the State of Texas. Neither party has the authority to bind nor otherwise obligate the other orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the parties.
7. **SEVERABILITY:** If any provision of this agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as part of this Agreement a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and

enforceable.

8. **LIABILITY:** This agreement is made for the express purpose of providing detention services, which both parties recognize to be a governmental function. Except as hereinafter provided neither party assumes any liability beyond that required by law. Each party understands and agrees that it is responsible only for the acts, errors, or omissions of its employees and contractors. This Agreement in not intended to create any cause of action for the benefit of third parties.
9. **APPROVALS:** This Agreement must be approved by the governing bodies of both parties in accordance with the Texas Inter-Local Cooperation Act.

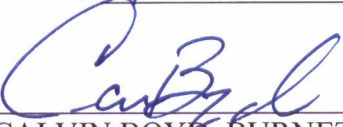
ARTICLE VI
EXECUTION

In Testimony and Witness of which this Agreement has been executed in duplicate originals as follows:

BURNET COUNTY, TEXAS:

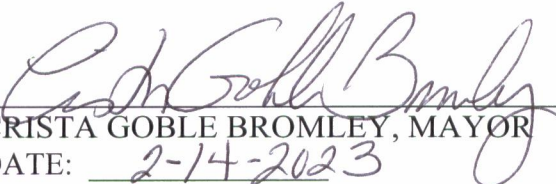


JAMES OAKLEY, BURNET COUNTY JUDGE
DATE: 12-7-22



CALVIN BOYD, BURNET COUNTY SHERIFF
DATE: 12-7-22

CITY OF BURNET, TEXAS:



CRISTA GOBLE BROMLEY, MAYOR
DATE: 2-14-2023