

**COPY**

## **INTERLOCAL COOPERATION AGREEMENT**

This Agreement is made by and entered into between Angelina County, Texas (hereinafter "Contractor") and Tyler County, Texas (hereinafter "County") on the date indicated below.

WHEREAS, County is seeking to provide for the housing, care and other services to certain inmates of County that are incarcerated or to be incarcerated in Contractor's jail facility;

WHEREAS, Contractor currently has the jail capacity and the ability to provide housing, care and certain other services for such inmates;

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

WHEREAS, County and Contractor desire to enter into an agreement pursuant to which Contractor will provide housing and care for certain inmates incarcerated or to be incarcerated in Contractor's jail;

NOW, THEREFORE, in consideration of the mutual covenants, agreements and benefits to the parties herein named, it is agreed as follows:

### **ARTICLE I**

#### **DETENTION AND OTHER SERVICES**

- 1.01 Housing and Care of Inmates:** Contractor agrees to accept and provide for the secure custody, care and safekeeping of inmates of County in accordance with state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards. Contractor 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, subject to the terms and conditions of this Agreement. Privileges, to include access to commissary, visitation, sunlight and recreation, will be extended as if to Contractor's own inmates. Nothing contained herein is intended, nor shall it be construed, to authorize Angelina County to incarcerate or hold any person in the Angelina County Jail contrary to the Constitution and laws of the State of Texas or the United States of America. By presenting an inmate(s) to Contractor for incarceration, County affirms that said inmate(s) is/are lawfully in custody and that their incarceration is, and will be, lawful.
- 1.02 Medical Information:** County shall provide Contractor with medical information for all inmates the County desires to be transferred to Contractor's facility under this agreement, including information regarding any special medication, diet or exercise regimen, applicable to each inmate.
- 1.03 Medical Services:** Routine or basic medical services provided by on-site staff and non-prescription, over-the-counter, drugs and medical supplies are included in the per day rate under this Agreement. The per day rate does not cover medical/healthcare services provided outside of Contractor's facility, medical/healthcare services provided by a provider other than facility staff, prescription drugs, treatments, or mental health, surgical, optical or dental care. The per day rate,

rate, likewise, does not include the costs associated with any hospitalization of an inmate. County will be billed for any outside medical services provided and shall pay the contractor an amount equal to the amount the contractor is required to expend for such medical services, other than those routine medical services provided for by the per diem rate. When it becomes necessary for an inmate to be hospitalized, Contractor shall contact County, through its sheriff or designated representative, as soon as possible, to inform County of the fact that the inmate has been hospitalized and of the nature of the illness or injury that has required the hospitalization. Contractor recognizes that hospitalization of an inmate necessitates urgent communication with County due to the potential costly nature thereof.

The parties agree that if hospitalization of an inmate is required exceeding 8 hours or the cost of any medical care for hospitalization is believed to exceed \$2,000.00, Contractor is granted the authority under this Agreement to advise the hospital or healthcare provider to bill County directly for the costs of the hospitalization and/or medical care of an inmate, rather than Contractor paying the costs. If the hospital or healthcare provider bills Contractor, or refuses to bill County directly, County shall reimburse Contractor for such actual costs incurred.

Mental health services offered by the regional mental health authority, the Burke Center, can be provided at the facility by Burke personnel who routinely visit the facility or by local transport to a Burke facility, should that be necessary. Should mental health services involve sending an inmate to a facility offering a higher-level-of-care, out-of-town, County will be advised of the recommendation. County will then have sole responsibility to determine if the inmate is to be sent to an outside facility. In the event County decides the now-determined inmate-needing-a-higher-level-of-care must remain incarcerated, County must arrange for the removal of said inmate from Contractor's facility as soon as possible and return him/her to County's facility. County may arrange transportation for an inmate to receive mental health services out-of-town using County's transportation resources or transportation to an outside location could be provided by Contractor under section 5.04 - Additional Services, under the provisions thereof. Invoices for any such outside medical services would be rendered under the provisions of Section 2.02 - Billing Procedures, to County.

**1.04 Transportation and Off-Site Security:** County is responsible for the transportation of its inmates to and from Contractor's facility. Contractor agrees to provide non-ambulance transportation for inmates to and from local (within Angelina County) offsite medical or mental health facilities as part of the service covered by the per diem rate. Transport to medical or mental health service providers not located locally is the sole responsibility of County, unless Contractor is able and agrees to provide transportation under Section 5.04. Ambulance transportation from the facility (including emergency flight, etc.) is not covered by the per day rate and will be billed as provided herein if charged to Contractor.

Contractor may provide stationary guard services as requested or required by the circumstances present at the time, or by law, for inmates admitted or committed to a local, offsite medical facility. County shall compensate Contractor at an hourly rate for the actual cost of said guard services to Contractor to include costs for overtime should off-duty personnel be needed to provide such service, which shall be billed by Contractor as provided herein. Nothing in this Agreement precludes County from using its personnel to provide guarding or security of any of County's inmates that must be handled outside the facility.

- 1.05 Special Programs:** The per-day rate set out in this agreement only covers basic custodial care and supervision and does not include any educational, special education, vocational, or other programs except what may be offered through inmate computer tablet services. The parties may, by written amendment to this Agreement or by separate agreement, provide for special programs under the terms mutually agreed to by the parties.
- 1.06 Location and Operation of the Facility:** Contractor shall provide the detention services described herein at the Angelina County Law Enforcement Center located at 2311 East Lufkin Avenue in Lufkin, Texas, which is operated by the Angelina County Sheriff's Office.

## ARTICLE II

### FINANCIAL PROVISIONS

- 2.01 Per Diem Rate:** The per diem rate for detention services under this Agreement is seventy-five dollars (\$75.00) per man-day. This daily rate is for reserved-bed and excess-bed inmates.

An excess-bed inmate is any inmate who exceeds the number of County's reserved beds, as provided in Section 5.03 - Minimum Number of Inmates – Reserved Beds. An excess-bed inmate will result in a charge to County in addition to the reserved-bed monthly charge. Any portion of any day shall count as one man-day under this Agreement except that County will not be billed for two days when an inmate is admitted one evening (after 12 noon) and removed the following morning before 12 noon. In that situation, Contractor will bill for the day of arrival, but not for the day of departure, of the inmate. This provision is applicable to an inmate of County whose incarceration exceeds the number of occupants of reserved beds as provided for in Section 5.03, Minimum Inmates – Reserved Beds.

- 2.02 Billing Procedure:** Contractor shall submit an invoice for housing services each month to County, in arrears. This invoice shall be for the contracted number of reserved beds for the particular days of that month, and any non-reserved beds that were occupied during the month, at the per diem rate for the particular number of man-days in that month of billing. A separate invoice for other services requested or rendered, if any, will be provided to County with a breakdown of line-item charges for medical, guard, transportation or whatever additional services were provided during that billing period. Such invoice(s) will be submitted to the officer or agent of County designated to receive the same on behalf of County. County shall make payment to Contractor within 30 days after receipt of the invoice. Payment shall be in the name of Angelina County and shall be remitted to:

Angelina County Sheriff's Office  
Attn: Business Manager  
P.O. Box 114  
Lufkin, TX 75902-0114

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of 10%, or the maximum legal rate applicable thereto, as specified in section 2251.025 of the Texas Government Code, which shall be a contractual obligation of the County under this Agreement. County further agrees that Contractor shall be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this Agreement. County further agrees that the Contractor, acting in accordance with the provisions of section 2251.025 of the Texas Government Code, may suspend performance of services required under this contract if County fails to pay Contractor any undisputed amount within the applicable time limit.

### ARTICLE III

#### TERM OF AGREEMENT

- 3.01 Primary Term:** The primary term of this Agreement is for a period of two (2) years from the date of execution of this Agreement by both parties.
- 3.02 Renewals:** This Agreement may be renewed annually, after expiration of the primary term, by mutual agreement of the parties. In the event that the parties seek to renew this Agreement at the end of the 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 rate with regard to any renewal period shall be as mutually agreed upon between the parties and as approved by the commissioner's courts of the respective parties.
- 3.03 Termination or Suspension:** This Agreement shall terminate at the end of the primary term or of any renewal term unless renewed pursuant to Section 3.02. In addition, this Agreement may be terminated upon sixty (60) days written notice by either party delivered to the officer specified herein by the other party to receive notices. This Agreement will likewise terminate or suspend upon an occurrence of any event that renders performance hereunder impracticable or impossible by the Contractor. Such a development could include an uncontrollable or unforeseeable event causing severe damage to or destruction of the facility or actions by governmental, regulatory or judicial entities which create legal barriers to the acceptance of any of County's inmates.

### ARTICLE IV

#### ACCEPTANCE OF INMATES

- 4.01 Compliance with Law:** Nothing herein shall create any obligation upon Contractor to house the County's inmates where the housing of said inmates will, in the opinion of Contractor's sheriff, raise the population of the facility above the permissible numbers of inmates allowed by law. In the sheriff's opinion, any census of inmates which could create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and/or inmates at the facility can result in a necessity to lower the number of inmates housed. Constitutional rights of the inmates housed at the facility must be respected to include conditions of overcrowding. At any time that

Contractor's sheriff, or his staff, determines that a condition exists at Contractor's facility that necessitates the removal of County's prisoner, or any specified number thereof, County shall, upon notice by Contractor's sheriff to the sheriff of County, immediately (within eight (8) hours) remove said prisoner(s) from the facility.

- 4.02 Eligibility for Incarceration at Facility:** The only inmates of County eligible for incarceration are those incarcerated lawfully and in accordance with the state standards under both the Jail Commission approved custody assessment system in place at County's jail and pursuant to the custody assessment system in place at Contractor's facility. Each incarcerated inmate constitutes an occupant of a jail bed for purposes of this Agreement.

This Agreement for housing comprises of reserved and non-reserved beds. Reserved beds are quantified as an aggregate of males and/or females who must be segregated. Inmate census counts change regularly and Contractor and County agree that there could be occasions whereby Contractor must limit the intake of one gender over the other in order to balance inmate count in the male and/or female confinement areas of the facility. Female inmates who are pregnant are ineligible for incarceration at the facility. Should a female be later determined to be pregnant after incarceration at the facility, Contractor shall notify County and arrangements between the two parties would be made to remove said female from Contractor's facility whereby County would designate a different inmate for incarceration in said pregnant female's place.

All inmates proposed by County to be transferred to Contractor's facility under this agreement must meet the eligibility requirements set forth above. Contractor reserved the right to review the inmates' classification/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. High risk may be determined by Contractor and includes, but is not limited to, escape risks, inmates with chronic medical problems, etc. County is required to notify Contractor of any change in any inmate's legal status (Indictment, new charge, disposition or adjudication, etc.) for the purpose of possible reclassification in accordance with TCJS Rule 271.1(b)(3). Furthermore, if an inmate's classification changes while incarcerated at Contractor's facility, Contractor reserves the right to demand that County remove that inmate and replace said inmate with a non-high risk inmate of County's.

- 4.03 Reservation with Regard to Acceptance or Continued Incarceration of Individual Inmates:** Contractor reserves the right for its sheriff or his designated representative to review the background of all inmates sought to be transferred, or having already been transferred, to Contractor's facility. County shall cooperate with and provide information regarding any inmate upon request by Contractor's sheriff. Contractor reserves the right to refuse acceptance of any inmate of County presented for incarceration. Likewise, if any inmate's behavior, medical, or psychological condition or other circumstances of reasonable concern to Contractor's sheriff makes the inmate unacceptable for continued incarceration in Contractor's facility, in the opinion of Contractor's sheriff, County will be requested to remove said inmate from the facility and shall do so immediately (within 12 hours) upon the request of Contractor's sheriff. Inmates may also be required to be removed from the facility in the event their classification changes for any purpose, including long-term medical segregation.

**4.04 Inmate Discharge or Release:** Inmates held under this Agreement will be held until such time as Contractor receives notice of pending release, request of return to County's facility or under a circumstance outlined in Section 4.02 or Section 4.03. Contractor shall not be in charge of, or responsible for, the computation, processing or determining inmates' time of confinement. Computation of good time awards or credits, discharge dates or any other method of determining the conclusion of the time of incarceration of any inmate is the sole responsibility of County. All records, computations and documents regarding accrual of the amount of time served are to be kept by County. County is responsible for notifying Contractor of any discharge date for an inmate a minimum of ten (10) days before such date of release, if applicable. Such notification regarding release of inmates will only occur upon written request from County to Contractor. County must receive acknowledgment from Contractor that notification of pending release was received. A lack of acknowledgement from Contractor shall require County to make re-notification to Contractor and obtain acknowledgment prior to any required release date. It is agreed between the parties that the preferred method of release shall be for County to pick up and return inmates due to be released to County's facility shortly before their discharge date and for the County to discharge said inmates from its own facility. County accepts all responsibility for the calculations and determinations set forth above regarding incarceration and release from incarceration and for giving Contractor notice of same and to the extent allowed by law, County shall indemnify and hold Contractor, its officials, officers, employees and agents harmless for all liability and/or expenses of any kind arising therefrom. Inmates who post a bond that is acceptable by County may be released directly from Contractor's facility without return to County's facility unless otherwise determined or requested by County. Each party shall notify the other as soon as possible in the event a bond is posted for an inmate at their respective locations.

**4.05 Civil Liability:** Except as may otherwise be provided in the terms and conditions of this Agreement, Contractor shall be responsible and liable for any and all civil liability arising out of Contractor's provision of inmate housing and care services under the terms of this Agreement. However, nothing in this Agreement adds to or changes the liability limits and immunities of a governmental entity provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other applicable law.

## ARTICLE V

### **PROVISION FOR MINIMUM HOUSING OF INMATES**

**5.01 Minimum Housing Requirement – Reserved Beds:** In consideration for the parties entering into this mutually beneficial agreement to house inmates, **County agrees that Contractor reserves 20 inmate beds for County** and those reserved inmate beds count towards the man-day count referred to in Article II. It is the obligation of County to place eligible inmates in those reserved beds and County understands that the monthly billing will be for the minimum of man-days for the month for the number of beds reserved for County, regardless of whether inmates occupy those beds or not. Should there be inmates housed in excess of the reserved number of beds, those inmates are referred to as excess-bed inmates and are billed at the same rate for reserved-bed inmates each month under the provisions of Article II of this Agreement.

## ARTICLE VI

### MISCELLANEOUS

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

**6.02 Notice:** Notices, demands or other writings arising from this Agreement may be delivered to either party hereto to the other by US Mail or other reliable courier at the following addresses:

To Contractor: Angelina County Judge  
P.O. Box 908  
Lufkin, Texas 75902-0908

To County: Tyler County Judge  
100 West Bluff Street, Room 105  
Woodville, Texas 75979

Invoices and other routine communications, from Contractor, arising from this Agreement shall be directed to:

Tyler County Sheriff via email, US Postal Service or other method of delivery agreed upon by the parties.

Routine communications from County arising from this Agreement shall be directed to:

Angelina County Sheriff via email, US Postal Service or other method of delivery agreed upon by the parties.

**6.03 Additional Services:** Contractor may offer, and County may request, additional services to County that are not necessarily enumerated in this Agreement (due to the variable nature of potential services), for a fee. Any fee for services offered or requested would be subject to negotiation and acceptance by the sheriffs of each respective county and would be invoiced under Section 2.02 as provided above.

Contractor may, from time-to-time and when services are available, agree to assist County with inmate transportation, for a fee, for the convenience of County.

Any fee for transportation services would be mutually agreed upon by the sheriffs of the respective counties at the time services are requested, on a case-by-case basis, due to a multiplicity of transportation variables, including, but not limited to: the number of inmates to be transported and to what particular location, etc. Any fee for transportation services rendered by Contractor would bill as provided for under Section 2.02. Transportation services would be limited to personnel availability of Contractor at the time transportation is requested or needed. The offer of such transportation does not create an obligation of the Contractor to perform and would only be available as circumstances and conditions at the time permit.

- 6.04 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 Commissioner's Court of the respective parties.
- 6.05 Entirety of and Prior Agreements:** This Agreement constitutes the entire agreement and contains all of the 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.
- 6.06 Choice of Law and Venue:** The laws which shall govern this Agreement are the laws of the State of Texas. All consideration to be paid and matters to be performed under this Agreement shall lie in a district court of Angelina County, Texas.
- 6.07 Approvals:** This Agreement must be approved by both the Commissioner's Court of County and the Commissioner's Court of Contractor in accordance with the requirements of the Interlocal Cooperation Act.
- 6.08 Funding Source:** County must pay all amounts due under this Agreement from current revenues available to it in accordance with the Interlocal Cooperation Act. The signature of County's representative below certifies that there are sufficient funds from current revenues available to County to meet its obligations under this Agreement.



## APPROVAL AND EXECUTIONS PAGE

### ANGELINA COUNTY, TEXAS

Approved and executed by the County of Angelina on this the \_\_\_\_\_ day of January, 2026, at a regularly scheduled meeting of the Angelina County Commissioner's Court, with a quorum present and voting.

For Angelina County, Texas:

Attest:

\_\_\_\_\_  
Keith Wright  
Angelina County Judge

\_\_\_\_\_  
Amy Fincher  
Angelina County Clerk

\_\_\_\_\_  
Tom Selman  
Angelina County Sheriff

(seal)

### TYLER COUNTY, TEXAS

Approved and executed by the County of Tyler on this the 12<sup>th</sup> day of January, 2026, at a regularly scheduled meeting of the Tyler County Commissioner's Court, with a quorum present and voting.

For Tyler County, Texas:

Attest:

  
\_\_\_\_\_  
Milton Powers  
Tyler County Judge

  
\_\_\_\_\_  
Janet Brown  
Tyler County Clerk

  
\_\_\_\_\_  
Bryan Weatherford  
Tyler County Sheriff

(seal)

## TYLER COUNTY AUDITOR'S CERTIFICATE

I hereby certify that funds are available to pay for obligations incurred by Tyler County under and within the foregoing contract for housing of Tyler County inmates in the Angelina County Jail.

  
Jackie Skinner  
Tyler County Auditor

Dated: 1/12/26