

**INTERLOCAL COOPERATION AGREEMENT  
FOR HOUSING OF OTERO COUNTY INMATES**

This Interlocal Cooperation Agreement (“Agreement”) is made and entered into by and between Otero County, Texas (hereinafter “Otero County”), a political subdivision of the State of Texas, and Hudspeth County, Texas (hereinafter “Hudspeth County”), a political subdivision of the State of Texas (each a “Party” and collectively referred to as “Parties”).

**RECITALS**

WHEREAS, Otero County is seeking to provide for the housing and care of certain inmates incarcerated or to be incarcerated in its jail, and

WHEREAS Hudspeth County currently has the 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 Otero County and Hudspeth County desire to enter into an agreement pursuant to which Hudspeth County will provide housing and care for certain inmates incarcerated or to be incarcerated in Otero County’s jail.

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

**ARTICLE I  
DETENTION SERVICES**

- 1.01 **HOUSING AND CARE OF INMATES:** Hudspeth County agrees to accept and provide for the secure custody, care, and safekeeping of inmates of Otero County in accordance with state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards. Hudspeth County 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.
- 1.02 **MEDICAL SERVICES:** The per day rate under this Agreement covers only routine medical 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 Hudspeth County’s facility or by other than facility staff, prescription drugs and treatments, or surgical, optical and dental care. It also does not include the costs associated with the hospitalization of an inmate. Otero County shall pay Hudspeth County an amount equal to the amount Hudspeth County 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, Hudspeth County shall contact Otero County, through its Sheriff or

designated representative, as soon as possible to inform Otero County of the fact that the inmate has been, or is to be, hospitalized and the nature of the illness or injury that has required the hospitalization.

Hudspeth County shall submit invoices for such medical services along with its regular monthly billings for detention services, and such invoices shall be paid on the same terms as the regular monthly billing.

Hudspeth County has the right to arrange for the hospital or health care provider to bill Otero County directly for the costs of hospitalization and/or medical care, rather than Hudspeth County paying the costs directly, Otero County shall reimburse Hudspeth County for such costs within forty-five (45) business days of receipt of an invoice from Hudspeth County, which invoice may be delivered personally, by facsimile, by mail or by other reliable sources.

1.03 **MEDICAL INFORMATION:** Otero County shall provide Hudspeth County with medical information for all inmates sought to be transferred to Hudspeth County's facility under this Agreement, including information regarding any special medication, diet or exercise regimen applicable to each inmate.

1.04 **TRANSPORTATION AND OFF-SITE SECURITY:** Ambulance transportation (including emergency flights, etc.) is not covered by the per day rate and will be billed along with regular monthly billing submitted to Otero County by Hudspeth County.

Hudspeth County will provide stationary guard services (\$40 per hour per guard, with a minimum of two guards) as requested or required by circumstances or by law for inmates admitted or committed to an off-site medical facility. Otero County shall compensate Hudspeth County for the actual cost of said guard services to Hudspeth County, which shall be billed by Hudspeth County along with regular monthly billing for detention services.

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 special educational, vocational or other programs. The parties may agree by a written amendment to this Agreement, or by a separate agreement, for the provision of special programs for the consideration and under the terms mutually agreed to by the parties.

1.06 **LOCATION AND OPERATION OF FACILITY:** Hudspeth County shall provide the detention services described herein at the Hudspeth County Jail in Sierra Blanca, Texas, which is operated by the Hudspeth County Sheriff.

## **ARTICLE II**

### **FINANCIAL PROVISIONS**

- 2.01 **PER DIEM RATE:** The per diem rate for detention services under this Agreement is Seventy-Five dollars (\$75) per man-day. This rate covers one inmate per day. Any portion of any day shall count as a man-day under this Agreement, except that Otero County will not be billed for two days when an inmate is admitted one evening and removed the following morning. In that situation, Hudspeth County will bill for the day of arrival, but not for the day of departure.
- 2.02 **BILLING PROCEDURE:** Hudspeth County shall submit an itemized invoice for the services provided each month to Otero County, in arrears, invoices will be submitted to the officer of Otero County designated to receive the same on behalf of Otero County. Otero County shall make payment to Hudspeth County Sheriff's Office within thirty (30) days after receipt of the invoice. Payment shall be in the name of Hudspeth County Sherriff's Office and remitted to:

Hudspeth County Sheriff's Office  
Attn. Mary Lewis  
P.O. Box 39  
Sierra Blanca, TX 79851

Amounts that are not paid timely 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, which shall be a contractual obligation of Otero County under this Agreement. Otero County further agrees that Hudspeth County shall be entitled to recover its reasonable and necessary attorney's fees and costs incurred in the collection of amounts due under this Agreement.

### **ARTICLE III** **TERM OF AGREEMENT**

- 3.01 **INITIAL TERM:** The initial term of this Agreement is for a period one (1) year from the effective date. The effective date is September 1, 2023.
- 3.02 **RENEWALS:** This Agreement shall renew automatically each year upon the expiration of the current term unless either party provides the other with written notice of its desire not to renew the Agreement no less than sixty (60) days prior to the end of the contract term. Either party may seek to renegotiate this Agreement no less than sixty (60) days prior to the end of the contract term.
- 3.03 **TERMINATION:** 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 upon the happening of an event that renders the performance hereunder by Hudspeth County 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 Otero County's inmates.

### **ARTICLE IV**

## ACCEPTANCE OF INMATES

- 4.01 **COMPLIANCE WITH LAW:** Nothing herein shall create any obligation upon Hudspeth County to house Otero County's inmates where the housing of said inmates will, in the opinion of Hudspeth County's Sheriff, raise the population of the facility above permissible numbers of inmates allowed by law, or will, in the Hudspeth County Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life 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 any time that Hudspeth County's Sheriff determines that a condition exists at Hudspeth County's facility necessitating the removal of Otero County's prisoners, or any specified number thereof, Otero County shall, upon notice by Hudspeth County's Sheriff to the Correctional Service Director, immediately (within eight (8) hours) remove said prisoners from the facility.
- 4.02 **ELIGIBILITY FOR INCARCERATION:** The only inmates of Otero County eligible for incarceration are those inmates eligible for incarceration in the facility in accordance with the state standards under both the Texas Commission on Jail Standards approved custody assessment system in place at Otero County's jail and pursuant to the custody assessment system in place at Hudspeth County's facility.
- All inmates proposed by Otero County to be transferred to Hudspeth County's facility under this Agreement must meet the eligibility requirements set forth above. Hudspeth County reserves the right to review the inmates' classifications/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 an inmate's classification changes while incarcerated at Hudspeth County's facility, Hudspeth County reserves the right to demand that Otero County remove that inmate and replace said inmate with a non-high-risk inmate of Otero County.
- 4.03 **RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES:** Hudspeth County reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to Hudspeth County's facility, and Otero County shall cooperate with and provide information requested regarding any prisoner of Otero County. Likewise, if any inmate's behavior, medical or psychological condition, or other circumstances of reasonable concern to Hudspeth County's Sheriff makes the inmate unacceptable for continued incarceration in Hudspeth County's facility in the opinion of Hudspeth County's Sheriff, Otero County will be requested to remove said inmate from the facility, and shall do so immediately (within eight (8) hours) upon the request of Hudspeth County's Sheriff. Inmates may also be required to be removed from the facility when their classification changes for any purpose, including long-term medical segregation.
- 4.04 **INMATE SENTENCES:** Hudspeth County shall not be in charge of, or responsible for, the computation or processing of inmates' time of confinement, including, but not limited to, the computation of good time awards/credits and discharge dates. All such computations

and recordkeeping shall continue to be the responsibility of Otero County. It shall be the responsibility of Otero County to notify Hudspeth County of any discharge date for an inmate at least ten (10) days before such date. Hudspeth County will release inmates of Otero County only when such release is specifically requested in writing by the Correctional Service Director . However, it is agreed that the preferred and usual course of dealing between the parties shall be for Otero County to pick up and return inmates to Otero County facility shortly before their discharge date, and for Otero County to discharge the inmate from its own facility. Otero County accepts all responsibility for the calculations and determinations set forth above and for giving Hudspeth County notice of the same, and to the extent allowed by law, shall indemnify and hold Hudspeth County harmless for all liability or expense of any kind arising therefrom. Otero County is responsible for all paperwork, arrangements, and transportation for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.

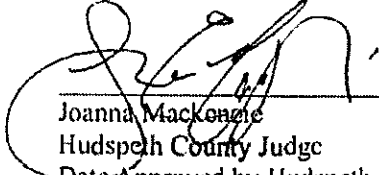
**ARTICLE V**  
**MISCELLANEOUS**

- 5.01 **BINDING NATURE OF AGREEMENT:** This Agreement is contractual and binding upon the Parties and their successors, assigns, and representatives.
- 5.02 **NOTICE:** All notices, demands, or other writings, including notices of address changes, may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following addresses:
- To Hudspeth County: Hudspeth County Sheriff's Office  
PO Box 39, Sierra Blanca, TX 79851
- To Otero County: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 5.03 **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. 6
- 5.04 **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. This Agreement constitutes the sole and only agreement between the parties and supersedes any prior written or oral agreements with respect to any matter mentioned herein.
- 5.05 **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 performable in Sierra Blanca, Hudspeth County, Texas, and venue of any dispute or matter arising under this Agreement shall lie in a district court of Hudspeth County, Texas.

- 5.06 **APPROVALS:** This Agreement must be approved by the Commissioners Court of Otero County and the Commissioners Court of Hudspeth County in accordance with the Interlocal Agreement Act.
- 5.07 **FUNDING SOURCE:** Otero 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 Otero County's Auditor below certifies that there are sufficient funds from current revenues available to Otero County to meet its obligations under this Agreement.
- 5.08 **THIRD PARTY BENEFICIARIES:** There are no third-party beneficiaries of this Agreement.
- 5.09 **SEVERABILITY:** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
- 5.10 **GOVERNMENTAL FUNCTION:** The Parties agree that this Agreement is made for the express purpose of providing detention services which both parties agree is a governmental function.
- 5.11 **IMMUNITY:** No provision of this Agreement shall affect or waive any sovereign or governmental immunity available to either party and/or its elected officials, officers, employees, and agents under Federal or Texas law nor waive any defenses or remedies at law available to either party and/or its elected officials, officers, employees, and agents under Federal or Texas law.

**[SIGNATURES ON THE FOLLOWING PAGE]**

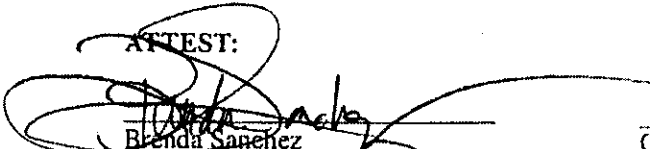
**HUDSPETH COUNTY, TEXAS:**

  
\_\_\_\_\_  
Joanna Mackenzie  
Hudspeth County Judge  
Date Approved by Hudspeth County  
Commissioners Court: \_\_\_\_\_

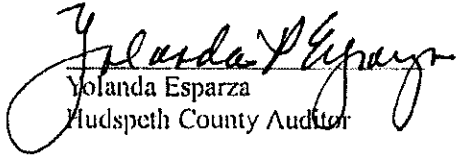
**OTERO COUNTY, TEXAS:**

\_\_\_\_\_  
Otero Chairman of Commissioners  
  
Date Approved by Otero County  
Commissioners Court: \_\_\_\_\_

**ATTEST:**

  
\_\_\_\_\_  
Brenda Sanchez  
Hudspeth County/District Clerk

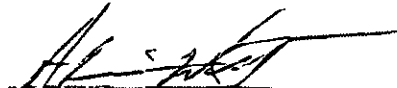
\_\_\_\_\_  
Otero County Manager

  
\_\_\_\_\_  
Yolanda Esparza  
Hudspeth County Auditor

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Nena Sisler  
Correctional Service Director

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Arvin West  
Hudspeth County Sheriff

**REVIEWED AS TO FORM:**

  
\_\_\_\_\_  
Sergio M. Estrada  
Hudspeth County General Counsel

