CONTRACT FOR INMATE HOUSING AND TRANSPORTATION SERVICES

STATE OF TEXAS

COUNTY OF ARMSTRONG §

§ §

This Contract for Inmate Housing and Transportation ("Agreement") is made and entered into by and between the County of Armstrong, acting by and through its duly authorized representative, and the County of Carson, acting by and through its duly authorized representative, to be effective upon the signing of this document through December 31, 2025.

WHEREAS, Armstrong County, in order to carry out and conduct its inmate housing in an economical, beneficial, and safe environment, and in conjunction with the laws of the State of Texas, has need of the use of secure jail facilities to house and maintain inmates; and

WHEREAS, Carson County houses inmates in a facility having been duly inspected and certified as being suitable for inmate housing; and

WHEREAS, Carson County desires to make its jail facility available to Armstrong County for such use and purpose, and Armstrong County desires to contract for the use of said jail; and

WHEREAS, the County Judge of Armstrong County, the Sheriff of Armstrong County, and the Commissioners of Armstrong County deem it in the best interest of Armstrong County to enter into this Agreement with Carson County.

PROVISIONS AND SERVICES

- A. This Agreement is entered into, by, and between Armstrong County and Carson County whereby Armstrong County will contract for, as needed beds only, and subject to availability.
- B. It is further agreed between Armstrong County and Carson County that the daily rate per inmate shall be \$60.00 for any portion of the day (a day shall be from 12:00 midnight to 11:59pm) that an inmate is housed by Carson County.
- C. The amount per inmate housed for Armstrong County shall be billed by Carson County and paid monthly by Armstrong County.
- D. All dental, medical, mental health, psychological testing, and laboratory services will be billed to Armstrong County with Armstrong County being responsible for all medical and such expenses incurred by their inmates during incarceration.
- E. Prescription drugs for Armstrong County's inmates will be the responsibility of Armstrong County.
- F. If an Armstrong County inmate requires hospitalization, then Armstrong County shall furnish a guard at Armstrong County's expense for the duration of said inmate's hospitalization if more than four (4) hours of hospitalization is required.
- G. Armstrong County shall be responsible for the transportation of all Armstrong County inmates to and from the Carson County Jail. Reasonable notice will be given to Armstrong County regarding the transportation and pickup of inmates.

- H. Armstrong County shall verify that Carson County (1) has capacity for additional inmates, and (2) will accept additional inmate(s) by contacting the Carson County Sheriff's Office prior to transporting any inmate to the Carson County Jail.
- I. Armstrong County peace officers shall remain with an inmate in the Carson County Jail facility until the inmate is processed by Carson County and placed in a cell or until released by Carson County personnel.
- J. Given the nature of COVID-19, Carson County reserves the right to refuse an inmate if the inmate tests positive for COVID-19.
- K. Armstrong County agrees that its inmates will be subject to all rules and regulations of the Carson County Sheriff's Office while in the Carson County Jail.

<u>ASSURANCES</u>

- A. The Carson County Jail shall comply with all applicable State Laws.
- B. The Carson County Jail will be operated in accordance with standards promulgated by the State of Texas.
- C. Any changes regarding price or cost will be agreed upon both by Armstrong County Commissioners and Carson County Commissioners.

TERMINATION

The Contract may be terminated by either party by giving a thirty (30) day written notice to both the County Judge and the Sheriff of the other County of the intention to terminate.

CONTRACT PERIOD

The Contract period will be effective on the signing date until midnight of the 31st day of December 2025, unless terminated as provided herein, with an option to renew for an additional twelve (12) month period. Allowable per diem rates may be adjusted annually by Carson County.

DESIGNATION OF OFFICIAL AUTHORIZED TO ACT

Armstrong County and Carson County hereby designate the below referenced individuals to serve as its representatives in all matters pertaining to this contract.

Cole Charles	
COUNTY JUDGE, Armstrong County	COUNTY JUDGE, Carson County
Date:	Date:
SHERIFF, Armstrong County	SHERIFF, Carson County
Date:	Date: