

THE STATE OF TEXAS §
 §
COUNTY OF HOWARD §

AGREEMENT TO HOUSE INMATES

This agreement is made and entered into by and between Howard County and Howard County Sheriff (herein "Howard County"), and the undersigned County Judge and County Sheriff, (herein "Contracting County"), and voids all previous agreements between Howard County and Contracting County WITNESSETH:

WHEREAS, Contracting County desires to house and provide beds at the Howard County Detention Center (HCDC) for inmates in the custody of Contracting County; and

WHEREAS, Howard County, when space is available, has space and beds in the HCDC to house inmates from Contracting County; and

WHEREAS, all inmates from Contracting County shall be housed and beds furnished in the HCDC in accordance with a Jail Plan approved by the Texas Commission of Jail Standards.

TERMS AND CONDITIONS

1. HCDC may house any amount of inmates for Contracting County as bed space is available, at the discretion of the Sheriff of Contracting County or his successor in office.
2. The following consideration shall be paid to Howard County for each day or part thereof for each inmate held in the HCDC:
 - \$45.00 for each ADULT MALE inmate
 - \$45.00 for each inmate with special physical or medical needs
 - \$45.00 for each ADULT FEMALE inmate
3. No juveniles may be housed in the HCDC.
4. The expense of any prescription medications, emergency care, and other medical needs of any inmate shall be the responsibility of Contracting County. Howard County shall provide certain non-prescription medications for inmates at no cost to Contracting County. However, HCDC reserves the right to charge a small fee to any inmate for non-prescription medication and medical services rendered, i.e., facility nurse. Notification will be made to Contracting County prior to any appointment being made for any inmate to see any physician or the facility Doctor. Any inmate requiring emergency medical care will be transported to Scenic Mountain Medical Center at Contracting County's expense. Notification will be given to Contracting County as soon as feasible.
5. Transportation to and from HCDC of inmates of Contracting County will be the primary responsibility of the Contracting County.
6. Should an inmate become disruptive or cause a disturbance while housed in the HCDC, contract will be made with the Contracting County and removal or exchange for another inmate will be the primary responsibility of the Contracting County.

7. Howard County reserves the right to screen all inmates from Contracting County for communicable diseases. Howard County reserves the right to refuse to house any inmates of Contracting County if the inmate has or is suspected to have contracted a communicable disease.
8. Contracting County shall contact Howard County prior to transporting inmates to the HCDC.
9. Inmates of Contracting County shall be required to abide by all policies, procedures, and regulations of the HCDC.
10. Contracting County shall provide a completed Texas Uniform Health Status Update form at the time Howard County accepts custody of any inmate from Contracting County other than an initial arrest. An Inmate Intake Sheet shall be furnished to HCDC upon the arrival of any inmate on an initial arrest.
11. All payments made pursuant to this Agreement shall be received no later than the 10th day of the month following the month in which services were rendered, or pursuant to other arrangements made between Howard County and Contracting County which are mutually agreeable. Payments shall be made to:

COUNTY OF HOWARD, STATE OF TEXAS

Howard County Auditor
P.O. Box 1949
Courthouse
Big Spring, Texas 79721-1949

12. This Agreement shall be construed as a continuing contract, binding on Howard County and Contracting County as to the terms and conditions herein shown. This Agreement may be terminated by either party upon one (1) day written notice, by fax or U.S. mail, to the Sheriff or County Judge of either County.

SIGNED this 10 day of June 2013

HOWARD COUNTY

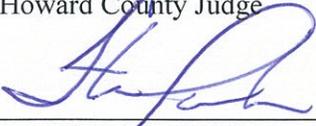
TOM GREEN COUNTY



By: MARK BARR
Howard County Judge



By: MICHAEL D. BROWN
Tom Green County Judge



By: STAN PARKER
Howard County Sheriff



By: DAVID JONES
Tom Green County Sheriff