

**Liberty County, Texas  
County Purchasing Agent  
1901 Cos Street  
Liberty, Texas 77575  
936-336-4607**

**LIBERTY COUNTY  
REQUEST FOR PROPOSALS  
COVER SHEET**

The enclosed REQUEST FOR PROPOSALS and accompanying documents are for your convenience in submitting a Proposal for the following to Liberty County:

**RFP # 20-09 - JAIL FACILITY OPERATION AND MANAGEMENT**

IMPORTANT DATES:

**DUE DATE: JULY 8, 2020 at 10:00 a.m. \*\***

**OPENING DATE: JULY 8, 2020 at 10:00 a.m.**

**\*\* The original due date was advertised as June 30, 2020. The due date has been extended to July 8, 2020 at 10:00 am.**

Proposer shall sign and date the Proposal as requested. Proposals that are not signed and dated may be rejected.

SUBMIT PROPOSALS IN A CLEARLY MARKED, SEALED ENVELOPE TO:

**Harold Seay  
Liberty County Purchasing Agent  
1901 Cos Street  
Liberty, Texas 77575**

All contracts entered into after January 1, 2016, require that a business entity contracting with Liberty County access the Texas Ethics Commission website and complete a Form 1295. The completed Form 1295 must be filed with Liberty County at the time a signed contract is submitted for Commissioners Court approval.

Please note that all proposals must be received at the designated location by the deadline shown. Proposals received after the deadline will be considered void. Liberty County is not responsible for lateness of mail carrier, delivery to wrong office, etc.

Liberty County reserves the right to accept or reject any and all proposals and to waive all formalities in the best interest of Liberty County. Carefully read all instructions, requirements and specifications. Liberty County will award as promptly as possible consistent with the time required for a thorough analysis of the proposals received.

Harold Seay  
Liberty County Purchasing Agent

**PROPOSAL # 20-09 SPECIFICATIONS:  
JAIL FACILITY OPERATION AND MANAGEMENT**

Liberty County, Texas requests proposals for the Operation and Management of the Liberty County Jail Facility. The 285 bed County Jail is located at 2400 Beaumont Avenue, in the city of Liberty, Texas. It is for the detention of adult male and female inmates. The Jail Facility is referred to herein as “Facility”. The Facility meets the requirements of the Texas Commission on Jail Standards. The Operator selected will begin operation of the existing facility on or before **October 1, 2020**.

**I. PROPOSAL SUBMISSION**

1.01 Sealed proposals will be received and opened by Liberty County (hereinafter “County”) until **10:00 a.m. on Wednesday, July 8, 2020** at the office of the Purchasing Agent at 1901 Cos Street, Liberty, Texas. The Proposals will be evaluated by a committee and presented to Commissioners Court at a later date. Proposals should be submitted to:

**Harold Seay  
Purchasing Agent  
1901 Cos Street  
Liberty, Texas 77575**

1.02 Request for Proposals must be in conformance with the “Proposal # 20-09 Specifications: Jail Facility Operation and Management” which may be picked up at the Purchasing Office at 1901 Cos Street, Liberty, Texas. Sealed proposals labeled “RFP # 20-09 - Jail Facility Operation and Management” must be received by **Wednesday, July 8, 2020 at 10:00 a.m.**

1.03 No proposals will be accepted after the time set for receipt of proposals. No electronically or fax delivered proposals will be accepted.

1.04 The proposal must provide for all services addressed herein.

1.05 The Purchasing Agent is designated as the contact person for all inquiries. Inquiries must be in writing and can be submitted to Harold Seay at 1901 Cos St, Liberty, Texas 77575 or by e-mail to [harold.seay@co.liberty.tx.us](mailto:harold.seay@co.liberty.tx.us).

1.06 No proposal may be changed, amended or modified in any manner after submitted; however, a proposal may be withdrawn and resubmitted any time prior to the time set for receipt of proposals.

- 1.07 Interested persons submitting proposals must submit one unbound original (suitable for photocopying) and eight bound copies of their proposal.
- 1.08 Proposals shall be typed on standard (8 ½" by 11") paper, with each page numbered.
- 1.09 Proposals shall contain a table of contents and be arranged in such a manner to provide easy reference.
- 1.10 Any interlineation, correction, erasure, or other addition or alteration of the typed Proposal must be initialed by the signer(s) of the Proposal.
- 1.11 Any portion of the proposal that the Proposer considers confidential or proprietary information, or to contain trade secrets of Proposer must be marked accordingly. This marking must be explicit as to the designated information. This designation may not necessarily guarantee the non-release of the information under the Texas Open Records Act or as otherwise required by law, but does provide Liberty County with a means to review the issues thoroughly and, if justified, request an opinion from the County Attorney's Office and from the Attorney General's Office prior to releasing any information requested under the Texas Open Records Act.
- 1.12 Respondents requiring a clarification or interpretation of the RFP shall make a written request stating the precise question to be answered. Any such question must be received by the Liberty County Purchasing Agent at the address stated above at least five (5) calendar days prior to the final date for the receipt of Proposals.
- 1.13 Any interpretation, correction, or change of the RFP will be made by written Addenda which will be available at the Liberty County office set forth above. Interpretations, corrections or changes of the RFP made in any other manner will not be binding upon the County, and Respondents shall not rely upon such interpretations, corrections or changes.
- 1.14 Proposals must be signed by a person authorized to bind the person or entity making the proposal, and proof of this authority must be submitted with the proposal.
- 1.15 Proposals must be accompanied by all information, certificates, letters, etc. required herein or by further directive of the County.
- 1.16 Tours of the Facility by proposer representatives will be arranged upon reasonable request therefore during normal business hours.

1.17 No Warranties Made by County.

- (a) The operation, management and maintenance of the Facilities shall be assumed with the Facilities “AS IS, WHERE IS,” with all faults.
- (b) COUNTY DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE FACILITIES OR ANY PART THEREOF.

1.18 Representations by County. County makes no other representations concerning the Facilities or any rights in or to them.

**II. DESCRIPTION OF REQUESTED SERVICES**

- 2.01 Operation and Management of County Facilities. The County proposes to contract for the management and operation of approximately 285 inmate beds at the Liberty County Jail. The County seeks a fixed cost per inmate/day for the housing and care of its inmates by an operator. The fixed per diem method of compensation should be based on actual occupancy during the month.
- 2.02 Marketing Use of the Facility to Contracting Entities. The successful proposer must provide all services reasonably necessary for the marketing of the facility beds to third party contracting entities including but not limited to solicitation and development of programs and relationships with the eligible user governmental entities. This includes the development, on behalf of Liberty County, of intergovernmental relationships, maintenance of those relationships and the development of eligible long term contracts, including the negotiation of user contracts for and on behalf of Liberty County. The proposal should provide a detailed description of the marketing, development and maintenance program. It shall be the Operator’s responsibility to maintain on behalf of Liberty County the Facility at a maximum and efficient operational capacity. County, state, federal prisoners or detainees, or federal agency prisoners/detainees may not be housed at the Facility absent the prior written consent of Commissioners Court and the Sheriff.
- 2.03 United States Department of Labor. The successful proposer must take into consideration any adjustments of its wage scale to comply with the requirements of the United States Department of Labor. The applicable wage scale is reflected in the Intergovernmental Agreement between the County and the United States Marshal’s Service. The per diem rate paid by the United States Marshal’s Service is intended to cover the increased cost of SCA compliance to the operator.
- 2.04 The Initial Term of the Operations and Management Agreement shall be three (3) years with the option of a single Renewal Term of two (2) years which is exercisable by the

County. The Operations and Management Agreement will be terminable by either party after sixty (60) days prior written notice of a material breach if the breach is not cured by the breaching party within the sixty (60) day period.

- 2.05 In addition to the basic terms set forth in **Exhibit A** the Operator shall be responsible for:
- (a) Payment of the utilities for the Liberty County Jail facilities complex and buildings located at 2400 Beaumont Avenue (including the existing Sheriff's administrative offices), which shall be separately metered;
  - (b) Paying for any modifications or additions to the building or grounds necessary to house the inmates from a contracting jurisdiction. All such modifications must be approved in advance by the County Commissioners Court and the Sheriff;
  - (c) All routine maintenance, upkeep and repair required for the Facility;
  - (d) Procuring property and casualty insurance for the Facility and general liability insurance, which specifically provides for an adequate plan of insurance for the private vendor and its officers, guards, employees, and agents against all claims, including civil rights claims in addition to negligence, with regard to its operations at the Facility, and automobile liability insurance. Said insurance must also cover the County and its officers and employees as additional insureds;
  - (e) Indemnifying and holding the County harmless from any claims, lawsuits, expenses, damages or penalties arising directly or indirectly from the Operator's operations at the Facility; and
  - (f) Returning the Facility to the County in as good a condition as when initially delivered to the Operator, normal wear, tear and depreciation expected.

### **III. OPERATION AND MANAGEMENT**

- 3.01 All contract requirements of the Request for Proposal Specifications and Section 351.103 of the *Local Government Code* (V.T.C.A.) will be required to be agreed to and met by the successful respondent.
- 3.02 Operation and management will be required to be in conformance with the rules and regulations of the Texas Commission on Jail Standards, the Facility Operation and Management Services Agreement (Exhibit A) between the successful respondent and the County, and rules of jurisdictions housing prisoners at the Facility to the extent made applicable by the terms of the prisoner housing contracts with those jurisdictions.

- 3.03 **The United States Department of Labor will consider the Facility Operation and Management Services Agreement for the Liberty County Jail to be subject to the Service Contract Act. Therefore, the selected operator will be required to pay its employees' wages that meet or exceed those provided under the applicable USDOL schedule for the applicable region, as amended and updated.**
- 3.04 The successful proposer (hereinafter "Operator") must provide all services, resources, supplies, materials, and staff necessary to completely operate the Facility and to provide housing, care, supervision, and program services for prisoners committed to the Facility. Proposers are notified of the following:
- (a) The Operator must provide operation, management, maintenance, staffing, supervision, training and program services that meet or exceed the standards, regulations and criteria of the Texas Commission on Jail Standards (hereinafter "Jail Commission"), federal standards, the Facility Operation and Management Services Agreement between the successful respondent and the County and the requirements of jurisdictions housing prisoners at the Facility. The proposal must address in detail how the proposer intends to accomplish these requirements if selected;
  - (b) The Operator shall manage and operate the Facility in compliance with all applicable federal, state and local laws, standards, regulations and codes, including all contract requirements of the Request for Proposal Specifications and Section 351.103 of the Local Government Code (V.T.C.A.);
  - (c) The Operator will provide chaplain service, recreational services, vocational services, counseling services, programs, basic medication care, necessary furnishings and equipment to the extent not provided on the premises, routine repair, upkeep and maintenance of the Facility/equipment, systems and furnishings, staff, supervision, training, inventory and supplies, hygiene services/products/facilities, procurement and purchasing, record keeping, reports, bedding, risk management, safety plans and equipment and all other services, programs, personnel or tangible things necessary for the operation of the Facility and the detention of prisoners in compliance with the standards of the Jail Commission, the conditions of prisoner housing agreements for the housing of prisoners at the Facility, court orders, and other applicable federal, state and local laws, standards, regulations or codes, and which are necessary for the proper operation and management of the Facility and supervision/care of prisoners whether or not specifically identified herein;
  - (d) The Operator will provide all food and beverage services, utilities, clothing, laundry services and related support services necessary for operating the Facility;
  - (e) The Operator must execute an Operation and Management Services Agreement

("Agreement") on substantially the same terms and conditions set out in these specifications and Exhibit A attached hereto, and in the form and containing terms acceptable to the County's legal counsel and approved by the Commissioners Court;

- (f) Save and except for charges for additional or special services to be provided by the Operator to any prisoner(s) pursuant to a separate written agreement between the Operator and the jurisdiction placing that prisoner(s) in the Facility, to which the County gives written consent, all revenues generated by the Facility shall be the property of the County subject to disbursement in accordance with a contract approved by the County's legal counsel and by the Commissioners Court. The Operator shall provide the County with all billing services to assure that jurisdictions contracting with the County shall be billed in accordance with the housing contracts which the jurisdictions have entered into with the County, however, all payments must be made directly to the County by the jurisdictions, and Operator shall assure that contracting jurisdictions are made aware of this fact;
- (g) The Operator shall indemnify and hold the County and its officers, employees, agents and representatives harmless from and against any and all claims, damages, losses, costs, assessments, penalties, attorney's fees and/or expenses that arise from or result from (or are alleged to arise from or result from) any negligent or wrongful act, or failure to act, of the Operator or its officers, employees, agents and contractors;
- (h) The Agreement will not be assignable except with the prior written consent of the County;
- (i) The Operator shall provide prisoners with access to medical, optical and dental care, and to emergency health services. The Operator will provide basic medical care to prisoners at the Operator's sole cost. For the purposes of this paragraph, "basic medical care" means a condition which can be "self-treated" by the prisoner given proper supplies or over-the-counter medication or which may be treated by a lay technician under guidelines provided by a medical doctor, including first aid in emergencies, and "sick-call" utilizing licensed nurses and a contract physician and which provides for non-hospitalization/non-emergency care;
- (j) The costs of non-basic medical care, including costs of hospitalization, prescription drugs, surgical, dental or optical care (and related transportation costs) for prisoners shall be the obligation of the contracting jurisdiction from which the prisoner was assigned to the Facility. Such costs shall be invoiced by the Operator or, if possible, the health care provider, directly to the contracting jurisdiction obligated. Under no circumstance will the County be responsible for medical costs incurred with regard to a prisoner from another jurisdiction;



- (k) The Operator shall maintain sufficient security to protect against escapes;
- (l) The Operator shall provide the County with monthly reports on enrollment and billing and provide for regular, on-site monitoring by the Sheriff;
- (m) The Operator will provide all reports required by applicable law, regulations, or contracts with other jurisdictions or agencies;
- (n) The Operator must obtain, and thereafter maintain, all licenses and certifications necessary for the Facility;
- (o) All staff or employees at the Facility are deemed employees or servants of the Operator for all purposes, including compensation, taxes and benefits, and they shall not be employees of the County;
- (p) All employees of the Operator shall be provided workers compensation insurance and health care benefits comparable to that of the County at the Operator's expense;
- (q) Operator is responsible for all taxes or assessments on the Facility, if any, and shall timely pay such obligations, if any, which are incurred;
- (r) Operator shall procure property insurance in the amount of the replacement cost of the Facility which names the County as the loss payee (The insurance required to be provided by the Operator is generally described in the attached **Exhibit A.**);
- (s) Operator must provide a plan for transition and assumption of operations by the County in the event of the bankruptcy or insolvency of the Operator;
- (t) Operator must give preferential consideration in hiring to employees currently employed at the Facility who meet or exceed the Operator's qualifications and standards for employment in available positions;
- (u) The proposer must submit a statement acknowledging that it will agree to pay all reasonable and necessary transition costs incurred or related to replacing any existing Operator (unless the proposer is an existing Operator); and
- (v) The transportation of county inmates to and from local district and county court proceedings shall be the responsibility of the Operator without additional cost or expense and should be included in the per diem charged. Security of the County inmates after delivery to the court and before pick-up will be the responsibility of the County's court security/bailiff personnel. The proposal must provide for separate rates for any reimbursable costs of transportation for medical treatment

and delivery to the institutional divisions of TDCJ; providing an hourly rate and mileage charge as a reimbursement billing to the County.

- (w) The proposal should address how the proposer intends to meet each of the requirements set out in these specifications, and the requirements as set out in **Exhibit A** and must provide a **per diem/per prisoner fee** (payable only for actual occupancy) at which the Operator will perform the services provided for in the Agreement attached hereto as **Exhibit A**.

#### IV. OTHER REQUIREMENTS

4.01 Other Information. In addition to the foregoing, the proposer must provide the following information:

- (a) cover sheet identifying the contract proposer, the name and address of the proposer, the date of the proposal, and the telephone, facsimile numbers and e-mail address of the proposer;
- (b) form of business (e.g. corporation, sole proprietorship, partnership);
- (c) if a corporation, the date and state of incorporation;
- (d) identification of a contact person;
- (e) identification of all entities for which the proposer is performing or has performed operation and management services of the type requested herein, including the name, position and telephone number of a contact person at each entity;
- (f) a description of all experience of the proposer and its key officers in providing detention services and/or detention facility operation and management;
- (g) a brief biography of the proposer and its key officers;
- (h) identification of all legal claims, demands or lawsuits filed, threatened or pending against the proposer and/or its principals/officers, and identification of any administrative actions or warnings taken or issued by any federal, state or local governmental agency with regard to the proposer or any facility operated by the proposer;
- (i) a resolution showing the authority of the proposer's representative to sign the proposal on its behalf and bind it by said signature;
- (j) the notarized signature of the authorized signatory; and

- (k) a copy of the proposer's current statement of financial condition.
- (l) Inmate telephone revenues from the use of inmate phones shall remain the property and revenue of the County, and inmate telephone services and revenues shall be subject to any applicable agreements that the County has with its Inmate Telephone Service providers.

**V. MISCELLANEOUS**

5.01 Reservations. In addition to all protection provided by law, the County:

- (a) reserves the right to reject any or all proposals;
- (b) may waive technical mistakes, informalities or irregularities in any proposal received;
- (c) reserves the right to select the proposal which in its discretion is determined to be the most advantageous to the County and which it believes to serve its best interests;
- (d) due to the complexity of this transaction, the County further reserves the right to discuss with any of the Respondents after the Proposal opening, issues that may relate to performance under the terms of the Contract, and to negotiate additional terms and conditions necessary to protect the County's interest and that of its citizens; and
- (e) neither this document, nor the advertisement, is an offer.

5.02 Any Agreement is subject to the approval of the County Sheriff.

5.03 Governing Law and Venue. The Agreement will be governed by the laws of the State of Texas, and is deemed payable and performable in Liberty County, Texas. The venue for all disputes hereunder shall lie in Liberty County, Texas.

**EXHIBIT A**

**JAIL FACILITY OPERATION AND  
MANAGEMENT SERVICES AGREEMENT**

This Jail Facility Operation and Management Services Agreement (hereinafter “Agreement”) is entered into by and between **LIBERTY COUNTY, TEXAS** (hereinafter “County”) and \_\_\_\_\_ (hereinafter called “Operator”) to become effective on **October 1, 2020**.

**WHEREAS**, the County is the owner of the 285 bed Liberty County Jail located at 2400 Beaumont Avenue, in the City of Liberty, Texas. It is for the detention of adult male and female inmates; and

**WHEREAS**, the Liberty County Jail described above is referred to herein as “Facility”;

**WHEREAS**, the parties hereto desire to enter into an agreement for the operation and management of the Facility effective as of 12:01 a.m., **October 1, 2020**;

**WHEREAS**, the entering into this Agreement is found to be in the best interests of the parties, the efficient and safe operation of the Facility, and the public as it will serve the public purpose of providing space for incarceration of law violators and will provide economic development and economic benefits to the local economy; and

**NOW, THEREFORE**, in consideration of the mutual rights, benefits and obligations herein exchanged, the parties do covenant, agree and bind themselves as follows:

**I. PURPOSES**

- 1.01 Operator agrees to operate, manage and supervise the Facility for the County, and to receive, detain and care for all properly classified prisoners for which the Facility is approved that may be assigned to the Facility from:
- (a) The County Sheriff of Liberty County (the “Sheriff”);
  - (b) The County Sheriff of any other Texas county or Texas municipality, pursuant to an Interlocal Cooperation Contract with the County;
  - (c) The Texas Department of Criminal Justice or Texas Department of Corrections pursuant to an agreement between such agencies and the County; or

- (d) The United States Government or any agency thereof, pursuant to an agreement between the County and the United States or any agency thereof.

The Facility is intended by the County to house inmates detained or incarcerated by the County or the State of Texas or political subdivisions thereof or Federal inmates under the control of Federal agencies who are awaiting transfer to other facilities or other disposition under applicable Federal law and is designed for and intended to be operated to incarcerate only such inmates.

- 1.02 Operation and management of the Facility must be in accordance with the applicable standards of the Texas Commission on Jail Standards, applicable requirements of the American Corrections Association, and applicable requirements of prisoner housing contracts.
- 1.03 Operator is an independent contractor engaged for the public purpose of operating a detention center on behalf of the County. No property interest or right in the Facility or grounds is granted to the Operator by this Agreement.

## II. TERM

- 2.01 **Initial Term.** The Initial Term of this Contract shall be for a period of three (3) years commencing at 12:01 a.m. on **October 1, 2020** and terminating on **September 30, 2023**.
- 2.02 **County Renewal Option.** Upon the expiration of this Contract's Initial Term, this Contract may be extended for a single Renewal Term of two (2) years at the sole option and election of the County, provided that at least one hundred twenty (120) calendar days written notice to exercise such option by the County is given prior to the end of the Initial Term.
- 2.03 **Termination Due to Unavailability of Funds.** The payment of money by the County under any provision of this Contract is contingent upon the availability of funds appropriated by the County Commissioners Court to pay the sums pursuant to this Contract. In the event funds for this Contract become unavailable due to non-appropriation, the County will have the right to terminate this Contract without penalty.

### III. OPERATOR'S COMPENSATION

3.01 Compensation of the Operator shall be on a per diem/per prisoner basis (actual occupancy) from all sources.

(a) **Compensation – County and Non-County Inmates.** The County will pay Operator as compensation for operation, management and maintenance of the Jail Facilities, the following fixed per diem amount for County and Non-County Inmates incarcerated at the Jail Facility:

October 1, 2020 – September 30, 2023:       \$ \_\_\_\_\_ per Inmate per Day

(b) **Renewal Term Option Compensation.** The County will pay Operator as compensation for operation, management and maintenance of the Jail Facilities the following amounts for County and Non-County Inmates incarcerated at the Jail Facility:

October 1, 2023 – September 30, 2024:       \$ \_\_\_\_\_ per Inmate per Day

October 1, 2024 – September 30, 2025:       \$ \_\_\_\_\_ per Inmate per Day

(c) **Payment Procedures.** Within the first five (5) days of each month, Operator will submit a monthly invoice to the County together with supporting documentation setting out the amounts due to Operator under this Section for Inmates held at the Jail Facility during the immediately preceding month. Within thirty (30) days of receipt of the invoice the County will pay the invoice. If the amount to be paid to Operator is disputed, the County shall pay such amounts that are not in dispute and shall notify Operator of the basis for the dispute on or before the date the invoice is payable. The County will be entitled to reasonable documentation from the Operator in order to justify reimbursement of cost and compensation due the Operator under this Contact. Operator shall provide the County with documentation showing the amount due to the Operator in each month, and how the amount was calculated. Operator shall provide the County with any records reasonably requested regarding its operation of the Facility.

3.02 For the purposes of this Agreement, a “day” shall mean a twenty-four (24) hour time period beginning with twelve (12) o’clock midnight and ending twenty-four (24) hours later.

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#### IV. DUTIES OF OPERATOR

- 4.01 Operator shall manage, operate and provide at its sole cost and expense:
- (a) all necessary furniture, fixtures and equipment not currently provided at the Facility including but not limited to computers, fax and copy equipment, radios, televisions, uniforms and linens and basic office furniture and administrative phone systems, which are necessary or prudent for operation and management of the Facility and the housing of prisoners;
  - (b) intake facilities and prisoner accounting which shall encompass booking, record-keeping, billing, system of controls, identification systems and records, computerized communication interface with law enforcement agencies, and such statistical records as may be required by law or are generally accepted prisoner-locator practices;
  - (c) attendants to control ingress and egress at the Facility, in addition to attendants necessary for the requisite level of security internally within the Facility and those required to monitor the activities of prisoners confined within the Facility;
  - (d) food and beverage services;
  - (e) clothing and uniforms;
  - (f) procurement and purchasing;
  - (g) recreational, vocational, counseling, education and exercise programs, and other program requirements required by law or prisoner housing contracts;
  - (h) bookkeeping and financial accounting;
  - (i) routine medical care/sick call, and access to non-routine care;
  - (j) training of jailers to be employed at the Facility and all startup costs of operations;
  - (k) all repair, upkeep and ordinary maintenance required for the Facility;
  - (l) necessary utilities and refuse services;

- (m) all other services necessary or proper for the efficient and safe operation of the Facility, and secure custody, care and housing of inmates, in compliance with all applicable federal, state and local laws and regulations, including the applicable standards of the Texas Commission on Jail Standards, and applicable standards of the A.C.A.; and
  - (n) transportation and security services for the transportation of the County's own inmates to and from the local Liberty County district and county court proceedings.
- 4.02 Operator shall keep the Jail Facilities in good order, repair and condition subject to ordinary wear and tear. Operator shall make all non-capital repairs to, and renewals and replacements, necessary to keep the Jail Facilities in good order.
- 4.03 Routine repairs, upkeep and maintenance of the Facility shall be the responsibility of the Operator and Operator will, at its sole cost and expense, conduct routine maintenance of the physical structure of the Facility. Operator shall also perform usual and customary preventative maintenance upon the physical structure of the Facility and all tangible personal property contained therein (i.e. inspection, cleaning, testing, replacing parts, and so on), and will in so doing maintain, preserve and keep the Facility in good repair, working order and condition, subject to normal wear and tear as a result of the ordinary, usual and customary operation of the Facility. Operator agrees that its negotiated per diem, per inmate fee has taken this operational maintenance expense into account.
- 4.04 The Operator shall comply with the County's customary maintenance procedures including compliance with the County's adopted policies related to reporting and documenting regular repairs and capital maintenance.
- 4.05 Capital improvements and replacement of major facility equipment that require refurbishment, repair or replacement as a result of normal age, wear and tear shall be the responsibility of the County. The Operator shall not be obligated to expend its funds for reasonably anticipated capital improvement repairs, replacements or renewals. All necessary and proper repairs, replacements and renewals shall become part of the Facility. Capital improvements will include the following as defined by Generally Accepted Accounting Principles:
- Fixing a defect or condition that existed prior to taking over management of the Facility,
  - Creating a material addition (physical enlargement, expansion or extension),
  - Creating a material increase in capacity, productivity, efficiency, strength or quality,
  - Returning the property to its ordinarily efficient operating condition if it has deteriorated to a state of disrepair and is no longer functional for its intended use,
  - Rebuilding property to a like-new condition after the end of its economic useful life,
  - Replacing a major component or substantial structural part of the property, or
  - Adapting property to a new or different use.



- 4.06 The Parties shall make an inventory of all furnishings, fixtures and equipment (FF&E) located at the Jail Facilities or attached to the Jail Facilities prior to Operator taking possession. Each Party will have an original of this Inventory and each will sign both originals. The Parties will note on the Inventory the condition of each piece of inventoried personal property. The County will remove from the Jail Facilities any FF&E that Operator declines to use at the Jail Facilities.
- 4.07 Maintenance of FF&E. All replacements of FF&E shall be at Operator's expense. Upon the County's request, Operator will cooperate in an annual joint review and audit of FF&E. No FF&E shall be removed by Operator from the Jail Facilities without the prior approval of the County and its consent and appropriate and adequate replacement thereof by Operator. Title to all FF&E listed on the Inventory shall remain in the County.
- 4.08 Operator's Machinery and Equipment. Pursuant to Operator's obligations to operate, manage and maintain the Jail Facilities at its sole cost and expense, and in connection with all of Operator's obligations pursuant to this Contract, Operator shall during the term of this Contract have the sole and exclusive right, in its sole discretion and its own expense, to install items of moveable machinery and equipment in or upon the Jail Facilities, which items shall be identified by tags or other symbols affixed thereto as property of Operator not included within the Jail Facilities and not considered or deemed to be property belonging to the County or any other entity. All such items so identified shall remain the sole property of Operator, in which the County and other party shall have no interest, and all such items may be modified or removed by Operator at any time, provided that Operator shall repair and restore any and all damage to the Jail Facilities resulting from the installation, modification or removal of any such items. Operator warrants that none of the property brought to the Jail Facilities pursuant to this subsection will be permanently affixed to the realty or any improvements which form part of the Jail Facilities. Nothing in this Contract shall prevent Operator from purchasing or leasing items to be installed pursuant to this subsection under a conditional sale or lease with option to purchase contract, or subject to a vendor's lien or security agreement as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the Jail Facilities.
- 4.09 Operator shall prepare and furnish such reports as may be required by law to be submitted to the County and the Sheriff with respect to the operation of the Facility or the prisoners detained therein and, in addition, such other reports as may be required by a Texas state agency or any agency of the United States Government, or by any state or political subdivision thereof from which prisoners have been assigned to the Facility.

- 4.10 Operator shall obtain, and thereafter maintain, the proper certification(s) necessary for the Facility to incarcerate federal, state and local prisoners, and shall maintain such certification(s) at all times. After such certifications have been obtained, if Operator is required, by the laws of the State of Texas, other applicable law or the rules and procedures promulgated by the Jail Commission, to implement operational modifications to maintain such certificates, the County and Operator may agree upon temporary increases in the Operator's Per Diem sufficient over a reasonable period of time to reimburse Operator for the cost of such operational modifications.
- 4.11 Operator will properly incarcerate all prisoners assigned to the Facility for whom there is space available at the Facility within the statutory and regulatory limits of the Facility.
- 4.12 Notwithstanding anything contained herein to the contrary, the County shall have no liability whatsoever for any employees of Operator, Operator hereby agrees to indemnify and hold County harmless from all costs, claims, expenses and liabilities (including attorney's fees) whatsoever which may be incurred by County arising from any and all acts done or omitted to be done by Operator, or the employees, agents and assigns of Operator, in connection with services performed or to be performed under this Agreement.
- 4.13 The interviewing, hiring, training, assignment, control, management, compensation, promotion and termination of all members of the Facility's administration and staff shall be the responsibility and obligation of Operator. Operator will use its best efforts to hire and train local personnel.
- 4.14 Operator shall use its best efforts to purchase goods and professional services locally when economically feasible.
- 4.15 Operator shall make available to its employees health care benefits that, at a minimum, are comparable to those provided by the County to its employees.
- 4.16 Operator shall provide all financial reports, balance sheets, income statements, inmate rolls, accounting records or reports and audits relating to the operation of the Facility as may be required to comply with the reasonable requests of the County Auditor or its outside auditing firms.

## **V. MEDICAL CARE**

- 5.01 The Operator shall provide access to medical, optical, dental and emergency health care services. Basic medical care, routine and preventative medical, dental, and psychological services and over-the-counter pharmaceuticals, will be made available by Operator at Operator's cost to all prisoners detained at the

Facility. Operator shall provide on-site nurses and medical technicians to handle sick-call and medical assessment and care that does not require a physician or specialist. The Operator shall also contract with a medical doctor as may be required to provide such basic medical care.

- 5.02 The cost of hospitalization, prescription drugs, surgical, optical, dental care and all other non-basic medical services for which costs are incurred or charges made (and transportation costs to obtain such care) for a prisoner shall be the obligation of the jurisdiction or agency from which that prisoner was assigned to the Facility. The County shall have no obligation for such costs except to the extent the County was the jurisdiction from which the prisoner was assigned.
- 5.03 The Operator shall notify the designated County indigent health care officer as soon as reasonably practical and in any event, within thirty-six (36) hours of any material or extraordinary event affecting a County inmate requiring hospitalization or medical care not being provided by the Operator as basic medical care under the obligations set forth in 5.01 above.

## **VI. COMPLIANCE WITH STANDARDS**

- 6.01 Operator shall prepare and adopt a Procedures Manual for the operation of the Facility to assure that the Facility is operated fully in accordance with Texas state law, other applicable law, and rules and procedures promulgated by the Jail Commission. Operator shall make such modifications and corrections in the said Procedures Manual necessary to keep the Facility in compliance with Texas state law, the Prison Rape Elimination Act (PREA), other applicable law, and the rules and procedures promulgated by the Jail Commission.
- 6.02 Operator shall assure that all employees at the Facility are adequately trained to perform at standards required by Texas state law, other applicable law, and the rules and procedures promulgated by the Jail Commission.
- 6.03 Operator shall comply with all standards and requirements of the prisoner housing contracts entered into with other jurisdictions and agencies by the County, and provide all services to be provided by the County under such contracts and pursuant to the terms of such contracts.
- 6.04 Operator shall provide sufficiently trained personnel, in accordance with the Standards, to deliver twenty-four (24) hour care and supervision to Inmates, as well as administrative and support service personnel for the overall operation of the Jail Facilities.

- 6.05 Operator, in accordance with Section 351.103(7) of the Local Government, shall give preferential consideration in hiring to current employees at the Jail Facilities, subject to said employees meeting Operator's conditions of employment. Operator shall provide its employees at the Jail Facilities a health care benefits package that at a minimum is comparable to the health benefits currently made available by the County to its employees.
- 6.06 Prior to employment with Operator, Operator will subject applicants to a thorough background check, including criminal, medical, psychological and employment history to the extent allowed by law.
- 6.07 The Operator shall obtain approval from the Sheriff regarding the Operator's Warden (or main supervisory official) position. The Sheriff's approval shall not be unreasonably withheld.
- 6.08 All jailers must be certified by TCLEOSE prior to undertaking jailer duties. All costs of training and certification shall be the responsibility of Operator.

## **VII. DUTIES OF THE COUNTY**

- 7.01 The County and the Sheriff shall cooperate with Operator in all matters of law enforcement, security and communications.
- 7.02 The County and the Sheriff shall assist Operator in the training, at Operator's expense, of Operator employees to operate the Facility.
- 7.03 The County and the Sheriff shall assist and cooperate with Operator in providing information needed by Operator in the screening of candidates for employment.
- 7.04 The County and Operator agree it shall be to their mutual benefit and interest that the Facility be fully utilized by maintaining the maximum prisoner population within statutory or regulatory limits. To this end, and throughout the term of this Agreement, the County and the Operator agree to cooperate in efforts to obtain maximum prisoner population from the sources set forth in Section 1.01 of this Agreement (i.e. County will enter into reasonable and advisable prisoner housing contracts or related agreements, Operator will actively seek to identify potential prisoner sources, etc.). It shall be the responsibility of Operator to assist the County in seeking out sources of prisoners for incarceration at the Facility, and to assist in negotiation and presentation for acceptance by the County contracts for the incarceration of prisoners from sources listed in Section 1.01 of this Agreement.
- 7.05 Utilization of Other Facilities. The County agrees it will not house County Inmates in any facility other than Jail Facilities described herein.

7.06 Housing of Non-County Inmates.

- (a) Liberty County Inmates will be given first priority for Jail Facilities beds;
- (b) Subject to the provisions of this Contract, the County may enter into separate contracts with other entities for the housing of other entities' Inmates (hereinafter referred to as Non-County Inmates) when space is available at the Jail Facilities.
- (c) If at any time the Jail Facilities are at capacity and a County Inmate is presented, Operator will immediately accept that Inmate and remove a Non-County Inmate from the Jail Facilities.

**VIII. LIABILITY AND INDEMNITY**

- 8.01 Operator hereby agrees to defend, hold harmless and indemnify the County, their officers, directors, employees, agents, and representatives (including the County Judge, the County Commissioners and the Sheriff), from and against any and all claims, damages, demands, losses, costs and expenses, including attorney's fees, incurred or suffered by the County, their officers, directors, employees, agents, or representatives, arising out of or resulting from any negligent or wrongful act or failure to act by Operator pursuant to the provisions of this Agreement.

**IX. INSURANCE**

- 9.01 Operator shall obtain and maintain in force, at its sole cost, risk and expense during the term of this Agreement all insurance required to be maintained by the County. Such insurance shall insure against all claims, (including claims based on violations of civil rights) arising from services performed by Operator pursuant to this Agreement. Operator agrees that its negotiated per diem, per prisoner fee has taken this operational expense into account.
- 9.02 Liability Insurance. Operator shall on behalf of the County procure and maintain continuously in effect, with respect to the Facility, insurance against any liability for injuries to or death of any person or injury to or loss of property arising out of or in any way relating to the maintenance, use or operation of the Facility or any part thereof in a minimum amount of \$5,000,000.
- 9.03 Property Insurance. Operator shall on behalf of the County have and assume and shall bear the risk of loss with respect to the Facility and shall procure and maintain, or cause to be procured and maintained, continuously in effect with

respect to the Facility, in a minimum amount equal at least to the cost of replacement of all of the Facility, all risk insurance, including coverage for riots, subject only to the standard exclusions contained in the policy. Operator shall maintain and continue fire, boiler and machinery coverage on the Facility. All policies (or endorsements or riders) evidencing insurance required hereby shall be carried in the name of the County as its interest may appear and shall name the County as loss payee.

- 9.04 Workers' Compensation Insurance. The Operator shall provide workers compensation insurance covering its employees at the Facility, which provides the statutorily required coverage.
- 9.05 Said policy or policies of insurance shall name the County, the County Judge, the County Commissioners, and the Sheriff as "additional named insureds". Operator agrees that the policy or policies of insurance shall contain an endorsement specifically providing coverage for civil rights actions.
- 9.06 Operator shall carry auto liability insurance coverage in the amount of at least \$1,000,000 per single limit for bodily injury and property damage, with umbrella coverage in an amount not less than \$3,000,000, covering any vehicles used in its operations.
- 9.07 Operator shall provide to the County insurance certificates as proof of the insurance policies obtained in accordance with this Article IX. All insurance required shall be taken out and maintained with responsible insurance companies organized under the laws of one of the states of the United States, qualified to do business in the State and having a rating from A.M. Best of A- or higher. All policies shall provide that coverage shall not be cancelled without thirty (30) days prior written notice to the Certificate Holder and all additional named insureds and loss payees. Operator shall obtain, as soon as possible (and before cancellation) and at its sole cost, replacement insurance policies. The County shall have no responsibility for the monitoring, renewing, or receiving the insurance or documents pertaining thereto..

#### **X. APPROVAL AND MONITORING BY COUNTY SHERIFF**

- 10.01 The Sheriff signs this Agreement to evidence his approval as required by Section 351.102, *Local Government Code*.
- 10.02 The Sheriff shall periodically monitor the operation of the Facility, and, to this end, the Sheriff or his designated representative shall conduct a thorough on-site inspection of the Facility no less than twice during each month throughout the term of this Agreement. Such monitoring shall not

create any liability to the County or the Sheriff and shall not be a basis for release or defense to liability of the Operator.

## **XI. TAXES AND GOVERNMENTAL CHARGES**

- 11.01 Operator shall be responsible for any taxes or governmental charges of any kind assessed or incurred after the effective date of this Agreement which are levied or imposed on the Facility and related property. To the extent that such taxes are chargeable against the Facility and found by a final non-appealable judgement of a court of competent jurisdiction to be due and owing. Such amounts are not a responsibility or debt of the County. This Facility is intended to be, and under current law, should be exempt from property taxation. The County is the owner of taxable title to the Facility based on current interpretations and decisions.

## **XII. ADDITIONAL PROVISIONS**

- 12.01 Notwithstanding anything to the contrary contained herein, in the event any bankruptcy, reorganization debt arrangement, moratorium, proceeding under any bankruptcy or insolvency law or dissolution or liquidation proceeding is instituted by Operator, or if instituted against Operator, is consented to or acquiesced in by Operator and is not dismissed within sixty (60) days, the Agreement shall be immediately terminated and canceled, and the County shall immediately assume responsibility for the operation, management and supervision of the Facility.
- 12.02 Operator will provide full, direct and universal access to copies of all official records relating to the housing and care of inmates housed at the Facilities directly to and at the request of any agency housing inmates at the Facility provided such documents are legally obtainable by any such agency and the release of such records shall not require the consent of the County or any other agency other than the appropriate request from the agency under whose jurisdiction the inmate is incarcerated. Provided, however, that the Operator shall maintain the original of all such documents as is required under the rules of the Texas Commission on Jail Standards.
- 12.03 The right to contract for inmate telephone service belongs to the County. The Operator shall cooperate with the County and its selected vendor for inmate telephone service.
- 12.04 Commissary services procurement shall be made in coordination with the Sheriff and in compliance with Section 351.0415 of the *Local Government Code*. Commissary proceeds will be placed in a separate account controlled by the Sheriff to be used only for inmate welfare purposes at the Facility in accordance

with Section 351.0415(c) of the *Local Government Code*. In no circumstance shall commissary revenues be used to defray the costs of the Operator for services/items that it is already required to provide under this Agreement.

- 12.05 The Operator and the County each represent that no member of the Commissioners Court of Liberty County, no elected or appointed peace officer who serves in Liberty County, and no employee or Commissioner of the Texas Commission on Jail Standards has a financial interest in the Operator.

### **XIII. APPLICABLE LAW AND VENUE; LEGAL CONSTRUCTION**

- 13.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Liberty County, Texas, and venue of any action or dispute shall be in a court of competent jurisdiction in Liberty County, Texas.
- 13.02 In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 13.03 If for any reason this Agreement shall be held void or voidable, or otherwise be held unlawful, this Agreement shall immediately terminate, and Operator shall have no claim or right of action against the County, its officials, its employees, its agents or its attorneys for any such termination or alleged act or omission related to the same.

### **XIV. NOTICES**

- 14.01 Notices required to be given hereunder by any party to the other shall be in writing and shall be valid if actually received by the party to whom such notice is given or if deposited in the United States Mail, postage prepaid and addressed to the party as herein below specified.

Notices to County shall be delivered or sent as follows:

Liberty County, Texas  
Attention: County Judge  
Liberty County Courthouse  
1923 Sam Houston  
Liberty, Texas 77575



With a copy to:

Liberty County Attorney  
Liberty County Courthouse  
1923 Sam Houston  
Liberty, Texas 77575

Notices to Operator shall be delivered or sent as follows:

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#### **XV. EXECUTION AUTHORITY**

- 15.01 By his or her signature below, each signatory individual certifies that he or she is the properly authorized agent or officer of the applicable party hereto, and has the necessary authority to execute this Agreement on behalf of such party, and each party hereby certifies to the other that any resolutions necessary to create such authority have been duly passed and are now in full force and effect.

#### **XVI. AMENDMENT**

- 16.01 This Agreement may be amended only by a written instrument specifically purporting to amend this Agreement and executed by all parties hereto.

#### **XVII. ENTIRE AGREEMENT**

- 17.01 This Agreement constitutes the sole and only Operation and Management Services Agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**LIBERTY COUNTY, TEXAS**

ATTEST:

By \_\_\_\_\_  
County Judge

\_\_\_\_\_  
County Clerk

APPROVED:

\_\_\_\_\_  
County Sheriff

\_\_\_\_\_  
Operator

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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