

ORIGINAL

INTERLOCAL AGREEMENT BETWEEN THE COUNTIES OF UPSHUR AND CAMP CONCERNING HOLDING AND TRANSPORTATION ONE WAY OF CAMP COUNTY PRISONERS IN THE UPSHUR COUNTY JAIL

THE STATE OF TEXAS

COUNTIES OF UPSHUR AND CAMP

Whereas, Camp County, Texas currently maintains an average jail population which exceeds it's certified maximum pursuant to the latest rules enacted by the Texas Commission on Jail Standards and has an existing need to house some of its prisoners in facilities outside of Camp County, Texas.

Whereas, it is the desire of both counties to use extra jail space in Upshur County to house excess prisoners from Camp County and this creates a mutually beneficial circumstance which gives rise to a need for both counties to contractually agree as to the terms and conditions by which such Camp county prisoners may be held in Upshur County Jail;

NOW, THEREFORE, Upshur County, Texas and Camp County, Texas each acting herein by and through their duly authorized County Judges, after due consideration and approval of this contract by their respective Commissioner's courts, do hereby covenant, stipulate and agree by and between themselves as follows:

1. As the need to house prisoners in other locations continues in Camp County, and the availability of otherwise unused bed space continues in the jail facilities in Upshur County; Upshur County acting through its sheriff, may accept prisoners from Camp County to be held, maintained and guarded in the jail facilities of Upshur County and the following daily rates per prisoner per day;

\$36.14 per day per prisoner. Any prisoners delivered during any 24 hour periods who is accepted by Upshur for less than the full 24 hours of that day shall be considered to have been held for that day and payment shall be made by Camp County to Upshur County on the first day of each month beginning with the month following the first day on which prisoners from Camp County are accepted by Upshur County. Upshur County shall document the number of prisoners and the number of days and shall furnish a monthly report of such to Camp County by delivery of the same to its serving Sheriff with a copy to its serving County Judge.

2. Upshur County shall reserve the right, based on its own jail population needs as determined solely within the discretion of the Upshur County Sheriff, to accept or refuse to accept any prisoners tendered to it by Camp County at any time throughout the existence of this agreement.
3. Upshur County agrees to transport ONE-WAY of Camp County prisoners, either picking up of prisoners at Camp County Facility, or delivery of prisoners to Camp County Facility.
4. Camp County, in addition to the daily rate per prisoner specified above, shall also and additionally be financially responsible for all medical costs incurred by its prisoners while in custody of the Upshur County Jail and Camp County shall additionally be responsible for any other costs or expenses which exceed the ordinary, usual and customary costs expected of prisoners housed within its Jail.

Such unusual and non-customary costs which would be paid by Camp County include special diet foods, beverages or other requirements or materials; cost or expenses incurred for damages to any person or property or anyone by a prisoner from Camp County while in the custody of Upshur County; as well as any indigent health care cost, court cost, or legal cost associated with any conduct, need or action of Camp County prisoner while in the custody of Upshur County. All transfer`s, transportation and delivery cost of Camp County prisoners shall be borne by Camp County including transfers to and from court appearances, hearing, as well as delivery to and from medical, mental or other treatment facilities.

5. Any prisoner delivered from Camp County to Upshur County who shall be held at any time as "Blue Warrant" prisoner, as the term is generally accepted in the field of Law Enforcement in the State of Texas, shall, be the full and complete obligation of Camp County, even if such prisoner may be physically present in the jail facilities of Upshur County.

6. If at any time a Camp County prisoner is in the custody of Upshur County, the Upshur County Sheriff, Acting in his sole and absolute discretion, shall determine that such prisoners should for any reason, be returned to Camp County, then upon notice and by the end of the next business day the Camp County Sheriff's Office, agrees to take possession and re-delivery of such prisoners into its custody at the Upshur County Jail without question or objection and such determination and such determination as made by the Upshur County Sheriff or his designee shall not be subject to any judicial review.

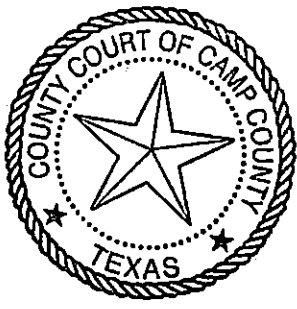
7. Both parties agree that it is possible that while Camp County prisoners is in the custody of Upshur County that such prisoners shall cause physical, bodily or property damage to one or more person or to various property, including detention facility. As a part of this agreement and based on the consideration extended by Upshur County to Camp County and as a part hereof, Camp County agrees to fully and completely indemnify and hold harmless Upshur County, its Sheriff, Deputies, elected official, employees, agents and contractors from any and all damages, harm or liability of any type or nature, caused either directly or indirectly by an Upshur County prisoner acting alone or in concert with any other prisoner,

including Upshur County prisoners while in the care and custody of Upshur County, or being delivered to or received from Upshur County pursuant to the terms of this agreement shall include all cost or damages, judgements, fees and expenses, including, but not in any manner limited to attorneys' fees, court cost, investigative fees and other out-of-pocket expenses. Such indemnification shall include the right of Upshur County, if named in any litigations or judicial proceeding as a result of the conduct of any Camp County prisoner to retain its own counsel of its own choosing, whose fees and expenses shall be directly paid by Camp County as a part of indemnification.

This agreement and the terms hereof shall be full binding on each of the undersigned Counties, and this agreement shall remain in effect for one (1) year from the date hereof, and automatically renew each year thereafter unless either County, acting through their respective Commissioners Court, may duly adopt a resolution to terminate same by either party. Any dispute regarding the terms or condition hereof shall be fixed in Upshur County, Texas and any prevailing party in any judicial proceeding related to this agreement or involving any of the terms hereof shall be entitled to recover its costs and attorney's fees from the non-Upshur County by Camp County and not paid within thirty (30) days of the date of such a demanded or otherwise due shall accrue interest thereafter and until paid at the rate of twelve percent (12%) per annum.

This agreement and the terms set forth above constitute the entire agreement regarding these matters as between Camp County and Upshur County and all prior negotiations, and understanding have been merged herein and made a part hereof, there are no oral agreements or understanding which survive the execution of this written agreement.

WITNESS THE EXECUTION HEREOF, in duplicate; this 27th day of February, 2019.



CAMP COUNTY

BY: [Signature] CAMP COUNTY JUDGE

BY: [Signature] CAMP COUNTY SHERIFF

ATTEST:

[Signature] CAMP COUNTY CLERK

UPSHUR COUNTY

BY: [Signature] 3-15-19
UPSHUR COUNTY JUDGE

BY: [Signature] UPSHUR COUNTY SHERIFF

ATTEST:

[Signature] UPSHUR COUNTY CLERK