

FILED
TERRI ROSS
COUNTY CLERK

2020 OCT 14 AM 10:52

BY  D. PITT
UPSHUR COUNTY, TX

INTERLOCAL COOPERATION AGREEMENT

WHEREAS, MARION COUNTY is seeking to provide housing and care for certain inmates incarcerated or to be incarcerated in its jail, and

WHEREAS, UPSHUR 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 Government Code (Vernon's 1992) (formerly Article 4413 (32c), Tex. Rev. Civ. Stat.), and

WHEREAS, MARION COUNTY and UPSHUR COUNTY desire to enter into an agreement pursuant to which UPSHUR COUNTY will provide housing and care for certain inmates incarcerated or to be incarcerated in the County's jail.

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

ARTICLE I

DETENTION SERVICES

- 1.01 HOUSING AND CARE OF INMATES:** UPSHUR COUNTY agrees to accept, and provide for the secure custody, care and safekeeping of inmates of MARION COUNTY in accordance with state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards. UPSHUR 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 the Agreement. The services and obligations, as hereinafter described, shall be provided by UPSHUR COUNTY at the per inmate Day Rate of **Forty Dollars (\$40.00)**.
- 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 of UPSHUR COUNTY's facility or by other than facility staff, prescription drugs and other medical treatments, or surgical, optical and dental care, and does not include the costs associated with any hospitalization of an inmate. All medical expenses not covered under the agreed Day Rate shall be the responsibility of Marion County and shall be paid directly to the service provider.

When it becomes necessary for an inmate to be hospitalized, UPSHUR COUNTY shall contact MARION COUNTY, through its Sheriff or designated representative, as soon

as possible, to inform them of the fact that the inmate has been, or is to be, hospitalized and of the nature of the illness or injury that has required the hospitalization.

UPSHUR COUNTY shall inform medical facilities to invoice MARION COUNTY directly for medical services rendered to MARION COUNTY inmates. UPSHUR COUNTY shall inform such medical providers to notify the MARION COUNTY Sheriff if the hospitalization of an inmate is to be for a duration of more than 24 hours, or the cost of any medical care or hospitalization is to exceed Two Thousand Dollars (\$2,000.00). If the hospital or health care provider refuses to bill MARION COUNTY directly, such provider shall notify MARION COUNTY directly to discuss payment.

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

1.04 TRANSPORTATION AND OFF-SITE SECURITY: UPSHUR COUNTY agrees to provide non-ambulance transportation for inmates to and from local off-site medical facilities as part of the services covered by the per Day Rate. Transportation to medical service providers not located within 20 miles of Gilmer, Texas is the sole responsibility of MARION COUNTY. Ambulance transportation (including emergency flight, etc.) is not covered by the Day Rate and will be billed along with the regular monthly billing submitted to MARION COUNTY by UPSHUR COUNTY.

UPSHUR COUNTY will provide stationary guard services as requested or required by the circumstances or by law for inmates admitted or committed to an off-site medical facility. MARION COUNTY shall compensate UPSHUR COUNTY for the actual cost of said guard services to UPSHUR COUNTY, which shall be billed by UPSHUR COUNTY along with regular monthly billing for any detention services.

UPSHUR COUNTY agrees to transport MARION COUNTY prisoners ONE-WAY, either picking up prisoners at Marion County Jail or delivery of prisoners to Marion County Jail.

MARION COUNTY shall be responsible for the transportation of its inmates to and from court proceedings and hearings. Furthermore, MARION COUNTY shall be responsible for transporting any of County's inmates from UPSHUR COUNTY's facility to the Texas Department of Criminal Justice, Institutional Division.

1.05 SPECIAL PROGRAMS: The per Day Rate as defined in this Agreement only covers basic custodial care and supervision and does not include any special educational, vocational or other programs. UPSHUR COUNTY and MARION COUNTY may agree, by a written amendment to this Agreement, or by separate agreement, for the provision of special programs for a consideration and under the terms mutually agreed to by UPSHUR COUNTY and MARION COUNTY.

- 1.06 **LOCATION AND OPERATION OF FACILITY:** UPSHUR COUNTY shall provide the detention services described herein at the Upshur Justice Center in Gilmer, Texas, and shall operate the facility in accordance to the rules and regulations of the Texas Commission on Jail Standards.

ARTICLE II

FINANCIAL PROVISIONS

- 2.01 **DAY RATE:** The Day Rate for each inmate for detention services under this Agreement is Forty Dollars (\$40.00) per inmate per day. This Day Rate covers one inmate per day. Furthermore, any portion of any day shall count as an Inmate Day under this Agreement, except that MARION COUNTY may not be billed for two days when an inmate is admitted one evening, after 6:00 pm and removed the following morning before 12:00 pm. In that situation, UPSHUR COUNTY will bill for the day of arrival, but not for the day of departure.
- 2.02 **BILLING PROCEDURE:** UPSHUR COUNTY shall submit an itemized invoice for the services provided each month to the County. All invoices will be submitted to the officer of MARION COUNTY who is designated to receive the invoices on behalf of the County. MARION COUNTY shall make payment to UPSHUR COUNTY within forty-five (45) days after receipt of the invoice. Payment shall be made payable to UPSHUR COUNTY, Texas and shall be remitted to:

UPSHUR COUNTY
Attn: Sheriff Larry Webb
405 N. Titus
Gilmer, Texas 75644

Amounts which are not paid 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 MARION COUNTY under this Agreement. MARION COUNTY further agrees that UPSHUR COUNTY shall be entitled to recover all reasonable and necessary attorney's fees and costs incurred in collection of amounts due UPSHUR COUNTY under this Agreement.

ARTICLE III

TERM OF AGREEMENT

- 3.01 **PRIMARY TERM:** The primary term of this Agreement is for a period of one (1) year from the date of execution of this Agreement.
- 3.02 **RENEWALS:** This Agreement may be renewed annually by mutual agreement of both UPSHUR COUNTY and MARION COUNTY. In the event that the parties seek to renew

this Agreement at the end of the primary term or any renewal period thereafter, the Day Rate for detention services as described herein, shall be at the Day Rate negotiated by UPSHUR COUNTY and MARION COUNTY for the respective renewal period. The terms, conditions and rate with regard to any renewal period shall be as mutually agreed between the parties, and as approved by the Commissioners' Courts of the respective parties.

- 3.03 TERMINATION:** This Agreement shall terminate at the end of the primary term or at the end of any renewal term, unless renewed pursuant to the above Section 3.02. In addition, this Agreement may be terminated upon sixty (60) days written notice delivered to either party to this Agreement. Any such notice shall be delivered to the respective officer as specified herein by the terminating party. This Agreement will likewise terminate upon the happening of an event that renders performance hereunder by UPSHUR COUNTY impracticable or impossible, such as severe damage to, or destruction of, the facility or actions by governmental or judicial entities, which might create a legal barrier to the acceptance of any of the County's inmates.

ARTICLE IV

ACCEPTANCE OF INMATES

- 4.01 COMPLIANCE WITH LAW:** Nothing herein shall create any obligation upon UPSHUR COUNTY to house the County's inmate where the housing of said inmates will, in the opinion of UPSHUR COUNTY, raise the population of the facility above permissible numbers of inmates allowed by law, or will, in UPSHUR COUNTY's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of any personnel and inmates at the facility, or result in the possible violation of the constitutional rights of the inmate housed at UPSHUR COUNTY's facility. At any time that UPSHUR COUNTY determines that a condition exists at UPSHUR COUNTY's facility necessitating the removal of MARION COUNTY's prisoners, or any specified number thereof, MARION COUNTY shall, upon notice by UPSHUR COUNTY to MARION COUNTY's Sheriff, within eight (8) hours remove any such prisoners from UPSHUR COUNTY's facility.
- 4.02 ELIGIBILITY FOR INCARCERATION AT FACILITY:** The only MARION COUNTY inmates eligible for incarceration at UPSHUR COUNTY's facility are those inmates who are in compliance with both the Jail Commission custody assessment system and the current custody assessment system at UPSHUR COUNTY's facility.

All inmates proposed by MARION COUNTY to be transferred to UPSHUR COUNTY's facility under this Agreement must meet the eligibility requirements as described above (see Section 4.02). UPSHUR COUNTY reserves the right to review the inmates' classification/eligibility, and refuse any inmate who UPSHUR COUNTY believes is not properly classified as a non-high risk inmate. Furthermore, if any inmate's classification changes while incarcerated at UPSHUR COUNTY's facility, UPSHUR

COUNTY reserves the right to demand that MARION COUNTY remove that certain inmate and replace said inmate with a non-high risk inmate from the County.

MARION COUNTY agrees to fully and completely indemnify and hold harmless UPSHUR COUNTY, its Sheriff, Deputies, elected officials, employees, agents and contractors from any and all damages, harm or liability of any type or nature, caused either directly or indirectly by a MARION COUNTY prisoner acting alone or in concert with any other prisoner while in the care and custody of UPSHUR COUNTY or being delivered to or received from UPSHUR COUNTY. And, pursuant to the terms of this agreement, shall pay all cost of damages, judgments, fees and expenses, including, but not limited, to attorney's fees, court costs, investigative fees and other out-of-pocket expenses. Such indemnification shall include the right of UPSHUR COUNTY, if named in any litigation or judicial proceeding as a result of the conduct of any MARION COUNTY prisoner, to retain its own counsel of its own choosing, whose fees and expenses shall be directly paid by MARION COUNTY as a part of indemnification.

4.03 RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES: UPSHUR COUNTY reserves the right for UPSHUR COUNTY's Sheriff or UPSHUR COUNTY's designated representative to review the background histories of all inmates sought to be transferred to UPSHUR COUNTY's facility. MARION COUNTY shall cooperate with and provide UPSHUR COUNTY any information regarding any inmate, which UPSHUR COUNTY's Sheriff might request. UPSHUR COUNTY reserves the right to refuse the acceptance of any MARION COUNTY inmate UPSHUR COUNTY deems appropriate. Likewise, at the sole discretion of UPSHUR COUNTY's Sheriff, or the Sheriff's designee, any inmate's behavior, medical or psychological condition, or other circumstances of reasonable concern that makes the inmate unacceptable for the continued incarceration in UPSHUR COUNTY's facility, MARION COUNTY shall be requested to remove the inmate from UPSHUR COUNTY's facility and shall remove the inmate within eight (8) hours of being notified by UPSHUR COUNTY's Sheriff or the Sheriff's designee. Furthermore, any MARION COUNTY inmate may be required to be removed from UPSHUR COUNTY's facility if the inmates' classification changes for any purpose, including long-term medical segregation.

In the event an inmate is requested to be removed, UPSHUR COUNTY shall notify MARION COUNTY through a written report, sent to the County's designated fax number or email address, detailing the inmate's personal identifying information and a brief explanation of why UPSHUR COUNTY is requesting the inmate be removed from UPSHUR COUNTY's facility. Furthermore, the notice shall advise MARION COUNTY of the time and date that UPSHUR COUNTY notified MARION COUNTY about the request for removal. MARION COUNTY shall have eight (8) hours from the time of notification to remove the inmate from UPSHUR COUNTY's facility. Any inmate not removed from UPSHUR COUNTY's facility within the eight (8) hour notice shall be billed at the "Amended Day Rate" of One Hundred Dollars (\$100.00) per day. The Amended Day Rate shall commence at the end of the above described eight (8) hours notification period and shall continue until either the inmate is removed from

UPSHUR COUNTY's facility or until UPSHUR COUNTY's Sheriff determines the inmate's conditions have changed and the inmate is allowed to remain at UPSHUR COUNTY's facility.

- 4.04 INMATE SENTENCES:** UPSHUR COUNTY shall not be in charge or responsible for the computation or processing of inmate' time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. All such computations and record keeping shall be the responsibility of MARION COUNTY. MARION COUNTY will pick up and return inmates to the County's facility shortly before the inmate's discharge date. Thereafter MARION COUNTY shall discharge the inmate from its own facility. MARION COUNTY accepts all responsibility for the calculations and determinations set forth to the extent allowed by law, and MARION COUNTY shall indemnify and hold UPSHUR COUNTY harmless for all liability or expenses of any kind arising therefrom.

MARION COUNTY shall be responsible for all paperwork, arrangements and transportation for their inmates in UPSHUR COUNTY's facility who are 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 is binding upon the parties hereto and their successors, assigns, and representatives.
- 5.02 NOTICE:** All notices, demands, or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

UPSHUR COUNTY
Attn: Sheriff Larry Webb
405 N. Titus
Gilmer, TX 75644

MARION COUNTY
Attn: Leward J. Lafleur, Marion County Judge
119 W. Lafayette St, Suite 1
Jefferson, TX 75657

The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

- 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.

- 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. No prior agreement or understanding pertaining to any such matter shall be effective.
- 5.05 CHOICE OF LAW AND VENUE:** The law of the State of Texas shall govern this Agreement. All considerations to be paid and matters performed under this Agreement are payable and to be performed in MARION COUNTY, Texas and venue of any dispute or matter arising under this Agreement shall lie in MARION COUNTY, Texas.
- 5.06 APPROVALS:** This Agreement must be approved by the Commissioners' Court of MARION COUNTY and the Commissioners' Court of UPSHUR COUNTY and shall be subject to the Interlocal Cooperation Act.
- 5.07 FUNDING SOURCE:** MARION COUNTY must pay all amounts due under this Agreement from current revenues in accordance with the Interlocal Cooperation Act. Furthermore, the signature of the MARION COUNTY Judge below certifies that there are sufficient funds from the current revenues available to MARION COUNTY to meet all obligations defined in this Agreement.

SIGNATURE AND EXECUTION:

MARION COUNTY, TEXAS

By: [Signature]
MARION COUNTY Judge

Date Signed: 9-29-2020

By: [Signature]
MARION COUNTY Sheriff

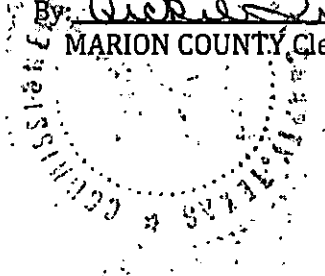
Date Signed: 9-29-2020

Date approved by Commissioners:

9-14-20

ATTEST:

By: [Signature]
MARION COUNTY Clerk



UPSHUR COUNTY, TEXAS

By: [Signature]
UPSHUR COUNTY Judge

Date Signed: 10/14/2020

By: [Signature]
UPSHUR COUNTY Sheriff

Date Signed: 10-14-2020

Date approved by Commissioners:

10-14-2020

ATTEST:

By: [Signature]
UPSHUR COUNTY Clerk

BY: [Signature]
UPSHUR COUNTY, TX.
CLERK

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