

**INTERLOCAL AGREEMENT BETWEEN THE COUNTIES OF
TITUS AND CAMP CONCERNING HOLDING OF CAMP COUNTY
PRISONERS IN THE TITUS COUNTY JAIL**

THE STATE OF TEXAS

COUNTIES OF TITUS AND CAMP

ORIGINAL

WHEREAS, TITUS County, Texas has available bed space in its jail facility, and

WHEREAS, CAMP County, Texas currently maintains an average jail population which meets or exceeds its certified maximum capacity 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; and

WHEREAS, it is the desire of both counties to use extra jail space in TITUS 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 the TITUS County jail;

NOW, THEREFORE, TITUS 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 Commissioners' Courts, do hereby covenant, stipulate and agree by and between themselves as follows:

1. As the need to house its prisoners in other locations continues in CAMP County and as the availability of otherwise unused bed space continues in the jail facilities in TITUS County; TITUS County, acting through its serving Sheriff, may accept prisoners from CAMP County to be held, maintained and guarded in the jail facilities of TITUS County at the following daily rates per prisoner per day: \$35.00 per day per prisoner. Any prisoner/s delivered during any 24 hour period that is accepted by TITUS County for less than the full 24 hours of that day shall be considered to have been held for that day and payment for that day at the above rate per prisoner shall be due.

Such payment shall be made by CAMP County to TITUS 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 TITUS County. TITUS County shall document the number of prisoners and the number of days and shall furnish a monthly report of such to CAMP County of the same to its serving Sheriff with a copy to its serving County Judge.

2. TITUS County shall reserve the right, based on its own jail population needs as determined solely within the discretion of the TITUS County Sheriff, to accept or to refuse to accept any prisoners tendered to it by CAMP County at any time throughout the existence of this agreement.
3. Upon the acceptance of CAMP County prisoners by TITUS County, acting through its Sheriff, CAMP County shall cause such prisoners to be delivered to the TITUS County Jail Facility in Mt. Pleasant, Texas, and any delivery or transportation needs for such prisoners requiring them to leave the confines of the TITUS County Jail shall be met and supplied by CAMP County and in no event shall TITUS County be required to transport either for delivery or return, or any other reason, the CAMP County prisoners delivered to and accepted by it.
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 the custody of the TITUS County Jail; and CAMP County shall additionally be financially 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 dietary foods, beverages or other requirements; special educational requirements or materials; costs or expenses incurred for damage to any person or property or anyone by a prisoner from CAMP County while in the custody of TITUS County; as well as any indigent health

care costs, court costs, or legal costs, associated with any conduct, need or action of CAMP County prisoner while in the custody of TITUS County. All transfers, transportation and delivery costs of CAMP County prisoners shall be borne by CAMP County including transfers to and from court appearances, hearings, as well as delivery to and from medical, mental or other treatment facilities.

In addition, any CAMP County inmate admitted to any medical, mental or other treatment facility that requires Titus County to provide security, Titus County will be reimbursed at a rate of \$25.00 per hour per officer not to exceed 48 hours. CAMP County will be required to furnish their security personnel after the first 48 hours.

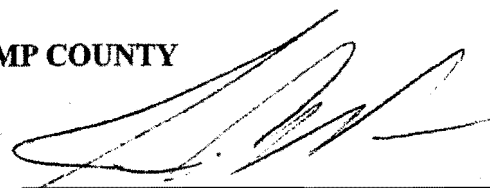
5. Any prisoner delivered from CAMP County to TITUS County who shall be designated at any time as "Blue Warrant" prisoner, as that term is generally accepted in the field of law enforcement in the State of Texas, shall be the full and complete obligation of CAMP County, and any funds payable by the State of Texas to CAMP County for such "Blue Warrant" prisoner shall be retained and delivered to CAMP County, even though such prisoner may be physically present in the jail facilities of TITUS County.
6. If at any time that a CAMP County prisoner is in the custody of the TITUS County Jail, the TITUS County Sheriff, acting in his sole and absolute discretion, shall determine that such prisoner should, for any reason, be returned to CAMP County, then upon twenty four (24) hours' notice the CAMP County Sheriff's Office, CAMP County agrees to take possession and re-delivery of such prisoner into its custody at the TITUS County Jail without question or objection and such determination as made by the TITUS County Sheriff shall not be subject to any judicial review.

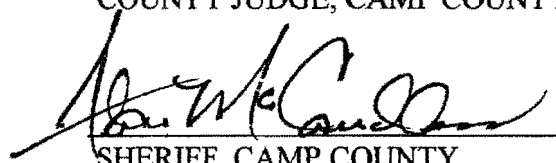
This agreement and the terms hereof shall be fully binding on each of the undersigned Counties, and this agreement shall remain in effect for a period of one (1) year from the date hereof or until such earlier time as both Counties, acting through their respective Commissioners' Court, may be duly adopted resolution mutually elect to terminate the same. Any dispute regarding the terms or conditions hereof shall be fixed in TITUS 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-prevailing party which shall be in addition to any other sums due or payable hereunder. Any sums due to TITUS County by CAMP County and not paid within thirty (30) days of the date such are 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 TITUS County and all prior negotiations, discussions and understandings have been merged herein and made a part hereof. There are no oral agreements or understandings which survive the execution of this written agreement.

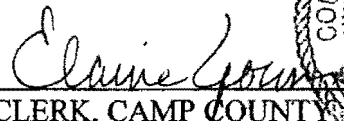
WITNESS THE EXECUTION HEREOF, in duplicate, this 13th day of FEBRUARY, 2018.19

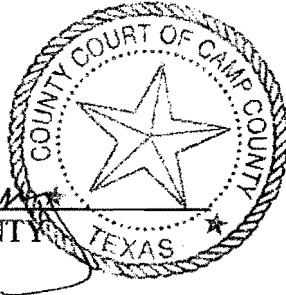
CAMP COUNTY

BY 
COUNTY JUDGE, CAMP COUNTY

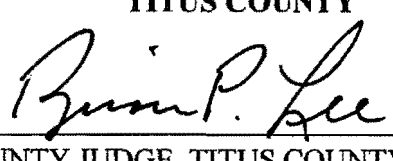

SHERIFF, CAMP COUNTY

ATTEST:


COUNTY CLERK, CAMP COUNTY

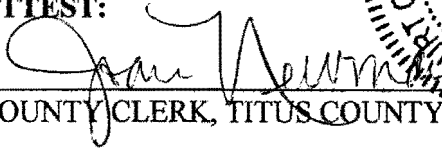


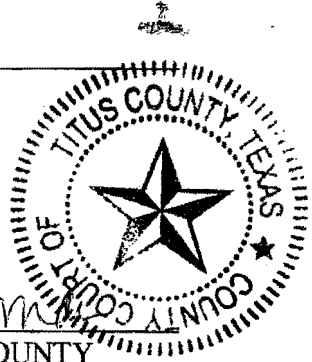
TITUS COUNTY

BY 
COUNTY JUDGE, TITUS COUNTY


SHERIFF, TITUS COUNTY

ATTEST:


COUNTY CLERK, TITUS COUNTY



Titus County Commissioners:

A. J. Riddle

Commissioner Precinct 1

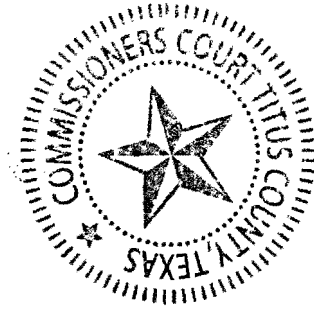
J. F. Felt

Commissioner Precinct 2

Das Spahr

Commissioner Precinct 3

Commissioner Precinct 4



CAMP County Commissioners:

Ly L. M.

Commissioner Precinct 1

Steve O. Hudson

Commissioner Precinct 2

L. H. Wenden

Commissioner Precinct 3

Steve L. Perry

Commissioner Precinct 4