

INTER-LOCAL COOPERATION CONTRACT AND AGREEMENT FOR DETENTION SERVICES BETWEEN THE COUNTY OF TITUS AND THE CITY OF MOUNT PLEASANT, TEXAS

WHEREAS: the hereinafter described government entities desire to increase their efficiency and effectiveness by entering into this contract one with the other; and

WHEREAS: such contracts are authorized under Chapter 791 of the Government Code of the State of Texas, said law cited as the Inter-local Cooperation Act of the State of Texas; and

WHEREAS: the functions or services contracted for and to be provided by this agreement are Within the definition of "Governmental function and services as defined by Section 791.003 of the Government Code; and

WHEREAS: the function or services contracted to be provided are functions or services that each party to the contract is authorized to perform individually; and

NOW, THEREFORE, the parties agree and covenant one with the other as follows:

The County of Titus of the State of Texas (hereafter, **COUNTY**) shall be the party providing the function or service; to wit, detention services.

The City of Mount Pleasant of the State of Texas (hereafter, **CITY**) shall be the party receiving the function or services and providing the consideration for such function or services.

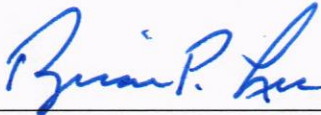
Both parties acknowledge, understand and agree in reference to this agreement, the following:

1. That **COUNTY** will provide housing to inmates of **CITY** who are charged with Class C misdemeanor offenses only.
2. That the cost to be charged to **CITY** by **COUNTY** providing housing of Class C misdemeanor inmates shall be waived as long as the **CITY** waives all costs for **COUNTY** to use the City of Mount Pleasant Animal Shelter. This will begin starting **October 1, 2019**.
3. That the **COUNTY** by and through the Titus County Sheriff's Office shall provide the housing, feeding, and security for the inmate housed under this agreement as well as providing over the counter health care supplies for the inmate as needed.
4. That the transportation of an inmate housed under the terms of this agreement to and from the Titus County Jail will be the sole responsibility of the **CITY**.
5. That the **CITY** shall be responsible to take any and all inmates held under the terms of this agreement before a magistrate within twenty-three (23) hours from the time of said inmate's arrest or said inmate shall be released from the custody by the Titus County Sheriff's Office personnel.

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6. That regardless of whether an inmate has been taken before a magistrate and regardless of whether a commitment order has been issued, the **CITY** agrees to pay for all expenses, including any medical or dental expenses, of an arrestee. The **CITY** has authorized the release of an inmate who will need to be transported to the Emergency Room (ER) or Hospital for any medical condition.
7. Any prospective inmate found to be in immediate need of medical care by the intake officer(s) of the Titus County Sheriff's Office will be rejected for admission. Regardless of any statutory provision, all emergency medical service required for an inmate being held for the **CITY** is the responsibility of the **CITY**.
8. Medical calls that require only the staff nurse on duty at the Titus County Jail will be provided as part of the services provided by **COUNTY**. In the event a medical emergency shall require transportation of the inmate to the hospital emergency room or confinement in the hospital, the **CITY** has authorized the release of any inmate who will need to be transported to the emergency room (ER) or hospital for any medical condition. Determination of the need to seek medical attention shall be made by the **COUNTY** without any requirement for consultation with the **CITY** prior to the time such medical service is required.
9. That the **CITY** shall indemnify and agree to hold harmless the **COUNTY** for any loss, which may occur to the **COUNTY** as the result of any act or omission of a **CITY** employee while housing any inmate under this agreement except for act or omissions of the **COUNTY** which are intentional or grossly negligent.
10. The **CITY** agrees that it shall pay monthly to the **COUNTY** as billed for services rendered under the terms of this agreement.
11. The parties agree that this inter-local agreement shall continue in force for a period of one (1) year. Said contract shall continue until such time as it shall be canceled or modified by either party. Either party may cancel this agreement upon thirty (30) day written notice to the other party for any reason or cause or without cause.
12. The Titus County Sheriff's Office reserves the right to refuse any Class C Misdemeanor prisoner for any reason.

EXECUTED in triplicate this, the 12 day of August 2019.

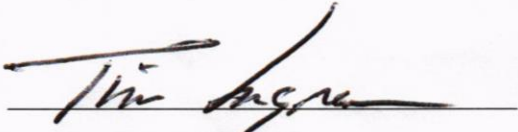


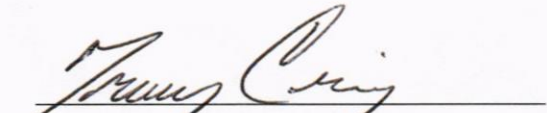
COUNTY JUDGE, TITUS COUNTY, TEXAS

Pursuant to minute order _____


Approved


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TITUS COUNTY SHERIFF


MAYOR, CITY OF MOUNT PLEASANT, TEXAS

Approved:


CITY MANAGER, MOUNT PLEASANT, TEXAS


CHIEF OF POLICE, MOUNT PLEASANT, TEXAS

