

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

THE STATE OF TEXAS

COUNTIES OF TITUS AND GRAYSON

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

WHEREAS, GRAYSON 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 GRAYSON County, Texas; and

WHEREAS, it is the desire of both counties to use extra jail space in TITUS County to house excess prisoners from GRAYSON 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 GRAYSON County prisoners may be held in the TITUS County jail;

NOW, THEREFORE, TITUS County, Texas and GRAYSON 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 GRAYSON 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 GRAYSON County to be held, maintained and guarded in the jail facilities of TITUS County at the following daily rates per prisoner per day: \$50.00 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 GRAYSON County to TITUS County on the first day of each month beginning with the month following the first day on which prisoners from GRAYSON 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 GRAYSON County of the same to its serving Sheriff with a copy to its serving County Judge.

2. TITUS County shall reserve the right to accept or to refuse to accept any prisoners tendered to it by GRAYSON County at any time throughout the existence of this agreement.
3. Upon the acceptance of GRAYSON County prisoners by TITUS County, acting through its Sheriff, GRAYSON 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 GRAYSON County and in no event shall TITUS County be required to transport either for delivery or return, or any other reason, the GRAYSON County prisoners delivered to and accepted by it.
4. GRAYSON 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 GRAYSON 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 GRAYSON 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 GRAYSON 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 GRAYSON County prisoner while in the custody of TITUS County. All transfers, transportation and delivery costs of GRAYSON County prisoners shall be borne by GRAYSON 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 GRAYSON 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 12 hours. GRAYSON County will be required to furnish their security personnel after the first 12 hours.

5. Any prisoner delivered from GRAYSON 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 GRAYSON County, and any funds payable by the State of Texas to GRAYSON County for such "Blue Warrant" prisoner shall be retained and delivered to GRAYSON County, even though such prisoner may be physically present in the jail facilities of TITUS County.

6. If at any time that a GRAYSON 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 GRAYSON County, then upon twelve (12) hours' notice the GRAYSON County Sheriff's Office, GRAYSON 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.

Titus County Commissioners:

A. J. Liddle

Commissioner Precinct 1

J. F. Fitts

Commissioner Precinct 2

Dan Spillette

Commissioner Precinct 3

Jimmy Parker

Commissioner Precinct 4

GRAYSON County Commissioners:

Commissioner Precinct 1

J. F. Fitts

Commissioner Precinct 2

Phyllis Jones

Commissioner Precinct 3

Donna

Commissioner Precinct 4

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 GRAYSON 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 GRAYSON 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 11th day of October, 2011.

GRAYSON COUNTY

TITUS COUNTY

BY

[Signature]
COUNTY JUDGE, GRAYSON COUNTY

BY

[Signature]
COUNTY JUDGE, TITUS COUNTY

[Signature]
SHERIFF, GRAYSON COUNTY

[Signature]
SHERIFF, TITUS COUNTY



ATTEST:

[Signature]
COUNTY CLERK, GRAYSON COUNTY

ATTEST:

[Signature]
COUNTY CLERK, TITUS COUNTY

