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TERRI ROSS
COUNTY CLERK

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UPSHUR COUNTY, TX.
DEPUTY

THE STATE OF TEXAS
COUNTY OF UPSHUR

INTERLOCAL COOPERATION AGREEMENT FOR JAIL SERVICES

This Interlocal Cooperation Agreement for Jail Services ("Agreement") is entered into and between the County of Upshur County, Texas, herein after called ("Contractor") and Smith County, herein after called ("County").

WITNESSETH

WHEREAS, Texas Government Code, Chapter 791, authorizes local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

WHEREAS, such a consolidated effort for the housing and care of certain incarcerated inmates are in each party's best interest and that of the public and this agreement will increase the effective and efficient functioning of each party; and

WHEREAS, the Contractor are local government as defined in the Texas Government Code, Section 791.003(4), and has the authority to enter into this agreement, and each party has entered into this agreement by the action of its governing body in the appropriate manner prescribed by the appropriate governing law; and

WHEREAS, the Contractor and the County specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party;

NOW THEREFORE, in consideration of the premises, and the terms provisions, and mutual promises herein contained which fairly compensate the performing party, it is mutually agreed as follows:

AGREEMENT

ARTICLE I

TERM AND EFFECTIVE DATE

- 101 **TERM:** This Agreement shall be effective on the date the last party executes this document and shall be effective for one (1) year thereafter.
- 102 **RENEWAL:** This Agreement may be renewed every one (1) year by mutual agreement of the parties in writing. In the event the parties seek to renew this Agreement at the end of any term, the per diem rate for the detention services shall be negotiated by the parties. The terms, conditions, and rates with regard to any renewal period shall be as mutually agreed between the parties and subject to the approval of the governing body of each party.
- 103 **TERMINATION:** This Agreement may be terminated without cause, prior to the expiration of the term herein, at the option of either Contractor or County upon giving sixty (60) days written notice to the other party in the manner and form provided for herein. The termination of the Agreement will be effective upon the last day of the month in which the expiration of the sixty (60) day period occurs.
- 104 **IMPOSSIBILITY:** This Agreement is subject to termination upon the happening of an event that renders performance hereunder by the Contractor impracticable or impossible, such as severe damage or destruction of the Contractor's facility or actions by the governmental or judicial entities which create a legal barrier to the acceptance of the County's inmates.

ARTICLE II
DETENTION SERVICES

For the purpose and consideration herein stated and contemplated, Contractor shall provide the following necessary and appropriate services for the County to the maximum extent authorized by the Agreement, without regard to race, religion, color, age, sex, and national origin:

2.01 PURPOSE: Contractor warrants that the services and the facilities provided for detention of inmates meets the requirements of the Texas Commission of Jail Standards and other applicable Texas State and Federal laws as applicable to prison facilities.

2.02 HOUSING AND CARE OF INMATES: Contractor will confine inmates and give them reasonable and humane care and treatment, consistent with the Texas Commission on Jail Standards and other express provisions in the Agreement. Contractor will provide, as set forth herein, for their physical needs, make available programs, treatment and training consistent with their individual needs and requirements herein, retain them in safe custody, supervise them, maintain proper discipline and control, make certain they receive no privileges except those generally afforded other inmates that the judgments and orders of the County are faithfully executed. County inmates shall be housed in accordance with Texas Jail Commission Classification Standards, unless specified by the County.

2.03 MEDICAL SERVICES: The per-day rate under this Agreement covers only routine medical. The per-day rate does not cover medical/health/dental/psychological/psychiatric services provided outside of the Contractor's facility or by those other than facility staff, prescription drugs and treatment, or surgical, optic, dental, or mental health care and does not include the cost associated with the hospitalization of any inmate. The County shall reimburse Contractor the amount spent for such services, other than routine medical services included in the per-day rate.

2.04 OFF-SITE SERVICES: The County Sheriff or designee shall be informed of any inmates receiving emergency medical care, including but not limited to hospitalizations, that result in off-site services as soon as practicable after the service occurs (not more than 1 working day), Contractor will assist the County to monitor utilization of off-site services by providing information about the course of an inmate's care and treatment. County may elect to retake and return to County's physical custody of an inmate to manage costs and utilization of services.

2.05 DIRECT BILLING: Contractor has the authority to arrange for the off-site provider to bill the County for the costs of hospitalization, medical care and other off-site treatment. In the event direct billing is not available, County shall reimburse Contractor in accordance with the terms of the Agreement.

2.06 MEDICAL RECORDS: County agrees to provide Contractor with a copy of each inmate's medical, dental, and mental health records, for the purposes of continuity of care. Contractor agrees to maintain a confidential record of the health care of each inmate. A copy of each inmate's record shall be returned to County at the time of each inmate is returned.

2.07 MEDICAL INVOICES: County will reimburse Contractor monthly for health care services and associated expenses for which County is responsible under this section. Contractor shall provide County with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.

2.08 INMATE MEDICAL REPORT: Contractor will provide an inmate report of health care provided whenever off-site services are utilized. With respect to all inmates, Contractor will provide an inmate report of health care upon request from County.

2.09 **FACILITY INSPECTION:** Contractor agrees to allow periodic inspections of the facilities by County law enforcement personnel. The reports of state and federal inspections of the facilities will be provided to County upon request.

2.10 **TRANSPORTATION AND OFF-SITE SECURITY:** County is solely responsible for the transportation of inmates between the County and Contractor facility. Contractor agrees to provide ambulance and other transportation for inmates, in emergency situations only, and County will assume custody of the inmate as soon as possible. When medical transportation is not emergent, Contractor will arrange transport with the County.

2.11 **COURT APPEARANCES:** County shall be responsible for the transportation of County inmates to and from County Jail. County will be responsible for the transportation of inmates for all court proceedings and hearings in the Smith County Courts. The County shall be responsible for the supervision of inmates during court appearances.

2.12 **GUARD SERVICES:** Contractor will provide guard services as requested or required by the circumstances or the law for inmates admitted or committed to an off-site medical facility at the rate of \$20.00 per hour/per guard.

2.13 **SPECIAL PROGRAMS:** The per day rate set out in the Agreement covers basic custodial care and supervision of special educational, vocational, or other programs provided to inmates in Contractor's facilities. The parties may contract by written agreement for the provision of special programs.

2.14 **LOCATION AND OPERATION OF FACILITY:** Contractor shall provide the detention services described herein at the Upshur County, Gilmer, Texas.

2.15 **ADMITTING AND RELEASING:** Contractor shall be responsible for the admitting and releasing of County inmates placed in Contractor's facility upon the direction of the County. Contractor will maintain records of all such transactions in a manner agreed upon by County and Contractor and provide such records to County upon request.

2.16 **RETURN OF INMATES TO County** -Upon demand by County, Contractor will relinquish to County physical custody of any County inmate. Upon request by Contractor, County will resume custody of any inmate so requested within 10 calendar days, or unless a different time is agreed upon by both parties.

ARTICLE III

FINANCIAL PROVISIONS

3.01 **PER DIEM RATE:** The per diem rate for detention services under this Agreement is \$45.00 per man-day. This rate covers one inmate per day. A portion of any day will count as one man-day under this Agreement.

3.02 **BILLING PROCEDURE:** Contractor shall submit an itemized invoice for the services provided each month to County. Such invoices will be submitted to the officer designated to receive the same on behalf of County. County will make payment to Contractor within thirty (30) calendar days after receipt of the invoice. Payment will be in the name of Upshur County, Texas and will be remitted to:

Upshur County Sheriff's Office

405 N Titus St.

Gilmer, Texas 75644

ARTICLE IV

ACCEPTANCE OF INMATES

4.01 COMPLIANCE WITH LAW: Nothing herein will create an obligation upon Contractor to house County inmates where the housing of said inmates will, in the opinion of Contractor's Sheriff, raise the population of the facility above the permissible number of inmates allowed by law, or will, in the Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility.

4.02 ELIGIBILITY FOR INCARCERATION AT THE FACILITY: The only inmates of the County eligible for incarceration at the facility under this Agreement are non-high-risk inmates eligible for incarceration in accordance with the state standards under both the Jail Commission approved custody assessment in place at Contractor's facility.

4.03 CLASSIFICATION REVIEW: All inmates proposed by the County to be transferred to Contractor's facility under this Agreement must meet the eligibility requirements set forth above. Contractor reserves the right to accept any inmates' classification/eligibility, and the right to refuse to accept any inmate that it does not believe to be properly classified. Furthermore, if an inmate's classification changes while incarcerated at Contractor's facility, Contractor has the right to have the County remove said inmate.

4.04 RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES: Contractor reserves the right for its Sheriff or his designee to review the background of all inmates sought to be transferred to Contractor's facility, and the County shall cooperate with and provide information requested regarding an inmate by Contractor's Sheriff. Contractor reserves the right to reasonably refuse acceptance of any inmate of the County. Like Upshur, if an inmate's behavior, medical, or psychological, condition, or other circumstance of reasonable concern to Contractor's Sheriff makes the inmate unacceptable for continued incarceration in Contractor's Sheriff, County will be requested to remove said inmate from Contractor's facility, and will do so within eight (8) hours upon the request of Contractor facility when their classification changes for any purpose, including long-term medical segregation.

4.05 INMATE SENTENCES: Contractor will not be in charge or responsible for the computation or processing on inmates' time of confinement, including but not limited to, computation of good time awards/credits and discharge dates. Contractor will provide information that may be required regarding the inmate's behavior and performance; however, all such computations and record keeping will continue to be the responsibility of the County. To the extent practical, it will be the responsibility of the County to notify Contractor of any discharge date for an inmate at least ten (10) calendar days before such date. Contractor will release inmates of the County only when such release is specifically requested in writing by designated the County. However, it is agreed that the preferred and usual course of dealing between parties shall be for the County to retake custody of the inmate discharge from the Contractor's facility. County accepts all responsibility for the calculations and determinations set forth above and for giving Contractor notice of the same, and to the extent allowed by law, shall indemnify and hold harmless Contractor from all liability or expenses of any kind arising therefrom.

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 **NOTICES:** 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:

To Contractor: Upshur County Sheriff's Office
 405 North Titus
 Gilmer, TX 75644

To County: Smith County Sheriff's Office
 206 Elm St.
 Tyler, TX 75702

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

5.03 **AMENDMENTS:** This Agreement will not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the Commissioners Court 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 manner mentioned herein. No prior agreement or understanding pertaining to any such after shall be effective.

5.05 **REPRESENTATION:** Contractor understands and agrees that Upshur County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of Smith County Sheriff's Office.

5.06 **INDEPENDENT CONTRACTOR RELATIONSHIP:** Nothing herein contained shall be construed as creating the relationship of employer and employee between parties.

5.07 **SEVERABILITY:** If any provision of this agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected.

5.08 **LIABILITY:** This agreement is made for the express purpose of providing detention services, which both parties recognize to be a governmental function. Except as hereinafter provided neither party assumes any liability beyond that provided by law. This agreement is not intended to create any cause of action for the benefit of third parties.

5.09 **CHOICE OF LAW AND VENUE:** As such, nothing in this agreement, nor any provisions arising therefore can be construed to waive the sovereign immunity of the County. Any legal proceeding regarding this Agreement shall be brought in the State of Texas, and either Smith or Upshur County. This is not a waiver of immunity by either party.

5.10 **APPROVALS:** This agreement must be approved by the governing bodies of all parties in accordance with the Texas Interlocal Cooperation Act.

5.11 **INSURANCE:** Contractor shall maintain general liability, public officials and law enforcement liability insurance, or maintain a comparable self-insurance program. Contractor shall provide and maintain its standard packages of medical and death benefit insurance coverage while its personnel

are assisting the County. Contractor shall be responsible for complying with the Texas Workers' Compensation Act, as well as Texas motor vehicle financial responsibility laws.

5.13 WAIVER: Contractor and County waive claims for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or part by the gross negligence of an officer, employee, or agent of the other party.

5.14 EFFECTIVE DATE: This agreement, and the terms and conditions provided herein is effective beginning on the 22nd day of June 2022.

[Signature page follows]

ARTICLE VI

EXECUTION

IN TESTIMONY AND WITNESS OF WHICH this Agreement has been executed in duplicate originals as follows.

UPSHUR COUNTY



County Judge Todd Tefteller

6-22-2022
Date

ATTEST:

County Clerk Terri Ross

Date

APPROVED:



Sheriff Larry Webb

6-22-2022
Date

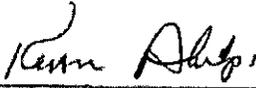
SMITH COUNTY



County Judge Nathaniel Moran

6-23-22
Date

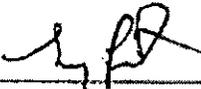
ATTEST:



County Clerk Karen Phillips

6-28-22
Date

APPROVED:



Sheriff Larry Smith

6/22/2022
Date

FILED
TERRI ROSS
COUNTY CLERK
2022 JUL 15 PM 2:29
BY  DEPUTY
UPSHUR COUNTY, TX.