## INTERLOCAL COOPERATION AGREEMENT

On the hereafter referred to date, the County of Tyler, Texas, referred to as "Tyler" and the County of Jasper, Texas hereafter referred to as "Jasper", enters into the following agreement concerning the incarceration of prisoners of Tyler County, Texas and said agreement is set out in full hereafter.

- Jasper hereby agrees to house overflow prisoners incarcerated by Tyler if space is available. The
  availability of the space shall be determined by the Jasper County Sheriff in accordance with current
  jail regulations as set out by the Texas Commission on jail standards concerning the separation and
  categories of prisoners.
- 2. Jasper shall assess a fee for housing said prisoners at the rate of \$75.00 per day per prisoner and Jasper shall bill Tyler monthly for said cost in an itemized statement showing the number of days each individual prisoner is housed by Jasper. The day the inmate is booked in will be charged at the full daily rate of \$75.00. The day the inmate is booked out will not be charged.
- 3. Tyler hereby agrees to comply with all booking procedures of Jasper.
- Jasper and Tyler hereby agree that Jasper will not house any injured prisoners unless Tyler has
  furnished an acceptable medical release signed by medical personnel, certifying that the prisoner may
  be incarcerated.
- 5. Tyler shall pay for all hospital, ambulance, health care services and prescription drugs provided to any prisoner housed by Jasper for Tyler. Tyler shall provide transportation and provide security for Tyler inmates with outside medical appointments or while in the hospital. In emergency situations, Jasper will transport Tyler inmates and hold security until Tyler can provide relief. Non-prescription medication will be administered without charge to Tyler but will be charged to inmate's commissary account.
- Jasper further agrees that should a prisoner be injured while being housed by Jasper, that Jasper will, within ten (10) hours, notify Tyler of said injury and provide Tyler with copies of all incident reports relating to said injury.
- 7. The Jasper County Sheriff reserves the right to refuse or remove any inmate from Jasper County jail if it is in the best interest of Jasper County. Tyler shall promptly arrange to take custody of its prisoners as requested by the Jasper County Sheriff.
- 8. Tyler agrees to assume responsibility for all transportation of Tyler prisoners housed in the Jasper County jail. Tyler shall be fully responsible and liable for all suits, claims, damages, losses, or expenses including reasonable attorney's services and duties herein stated, but only regarding the transfer of prisoners by Tyler and duties herein assigned to Tyler, and specifically excluding the actual incarceration of prisoners by Jasper.
- 9. Jasper shall be fully responsible and liable for all suits, claims, damages, losses and expenses, including reasonable attorney's fees, arising out of Jasper's performance or nonperformance of the services and duties herein stated, but only in regard to the actual holding and incarceration of prisoners in Jasper County jail and specifically excluding the transfer of prisoners to and from Jasper unless transported by Jasper.

- 10. All agreements between the parties are set out in this agreement and no oral agreement not contained herein shall be enforced against either party. Any disputes concerning this contract shall first be submitted to a mediator mutually agreed upon by both parties. If the parties fail to agree on a mediator or, if having mediated the dispute, either party is dissatisfied with the result, and a lawsuit is filed, said lawsuit shall be filed in Jasper County, Texas where exclusive venue lies.
- 11. This agreement may be terminated without cause at any time at the option of either Jasper or Tyler upon the giving of thirty (30) days written notice to the other party by United States mail or other reliable courier at the following address:

Jasper County:

Tyler County:

Chuck Havard Jasper County Sheriff 101 Burch Street Jasper, Texas 75951 Bryan Weatherford Tyler County Sheriff 702 N. Magnolia Woodville, Texas 75979

12. The primary term of this agreement shall remain in effect until <u>December 31, 2029</u> or as long as both parties are in agreement.

Signature and Execution:  By:  Jasper County Judge	By:Tyler County Judge	
 Printed Name MARK AUCH	D. 188	
 Printed Name! Take 1900	Printed Name:	-
Date Signed: OZ 24/2025	Date Signed:	•
Clock Havarl  Jasper County Sheriff	Tyler County Sheriff	٠.
ATTEST: Wolly Thomas  Jasper County Olerk	Tyler County Clerk	<del></del> -
Printed Name Holly Thomas	Printed Name	