

## 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", entered into the following agreement concerning the incarceration of overflow prisoners of Tyler County, Texas and said agreement is set out in full hereafter.

1. 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 \$60.00 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. The day the inmate is booked out will not be charged.
  3. Jasper agrees to hold Tyler inmates in preference to those held by other counties as Tyler pays a higher rate of \$60.00. Should Jasper be faced with returning out of county inmates to their respective counties due to housing limitations, Tyler inmates will be held last.
  4. Tyler county hereby agrees to comply with all booking procedures of Jasper.
  5. Jasper and Tyler hereby agree that Jasper will not house any injured prisoners unless Tyler county has furnished an acceptable medical release signed by medical personnel, certifying that the prisoner may be incarcerated.
  6. Tyler shall pay for all hospital, ambulance, health care services and prescription drugs provided to any prisoners 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 for Tyler and hold security until Tyler can provide relief. Non prescription medication will be administered without charge to Tyler, but will be charged to the inmates' commissary account.
  7. Jasper and Tyler county hereby agree that Jasper will not house any injured prisoners unless Tyler county has furnished an acceptable medical release signed by medical personnel certifying that the prisoner may be incarcerated.
  8. Jasper further agrees that should a prisoner be injured while being housed in by Jasper that Jasper will within 10 hours notify Tyler of said injury and provide Tyler county with copies of all incident reports relating to said injury.
  9. The Jasper County sheriff reserves the right to Refuse or remove any inmate from the Jasper County jail if it is in the best interest of Jasper County. Tyler county shall promptly arrange to take custody of its prisoners if so requested by Jasper County sheriff.
  10. Tyler county agrees to assume responsibility for all transportation of Tyler county prisoners housed in Jasper County jail. Tyler county shall be fully responsible and liable for all suits, claims, damages, losses, or expenses including reasonable attorney attorneys services and duties herein stated, but only regarding transfer of prisoners by Tyler county and duties herein assigned to Tyler county, and specifically excluding
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the actual incarceration of prisoners by Jasper. Tyler county retains full liability for each inmate until that inmate has been processed and booked into Jasper County jail.

11. Jasper shall be fully responsible and liable for all suits, claims, damages, losses and expenses, including reasonable attorneys fees, arising out of Jasper's performance or non performance of the services and duties herein stated, but only in regard to the actual holding and incarceration of prisoners about Jasper County jail and specifically excluding the transfer of prisoners to and from Jasper unless transported by Jasper.
12. 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.
13. The primary term of this agreement shall remain in effect until December 31st, 2024 or as long as both parties are in agreement.

Signature and Execution:

By:   
\_\_\_\_\_  
Jasper County Judge

By: \_\_\_\_\_  
Tyler County Judge

Printed Name: MARK ALLEN  
Date Signed: 03/27/2024

Printed Name: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

  
\_\_\_\_\_  
Jasper County Sheriff

\_\_\_\_\_  
Tyler County Sheriff

ATTEST:

\_\_\_\_\_  
Jasper County Clerk

\_\_\_\_\_  
Tyler County Clerk

Printed name: \_\_\_\_\_

Printed Name: \_\_\_\_\_