

Interlocal Cooperation Agreement for Jail Services

This agreement is entered into by and between Beauregard Parish Sheriff Department, a body corporate and politic under the laws of the State of Louisiana, acting by and through its Commissioner's Court, hereinafter referred to as "Beauregard Parish" and Sabine County, Texas, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioner's Court, (hereinafter referred to as "Sabine").

Witnesseth

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

Whereas, under Article 7, Section 14(c) of the Louisiana Constitution, Beauregard Parish Law Enforcement District, as a Political Subdivision of the State of Louisiana, is authorized to enter into cooperative agreements with other public and private entities, for a public purpose.

Whereas, pursuant to La. R.S. 13:5904, Beauregard Parish Law Enforcement District may enter into contracts for the housing of criminal detainees or convicted offenders at detention facilities administered by the District and/or the Sheriff of Beauregard Parish.

Whereas, Beauregard Parish and Sabine County are local governments as defined in the TEXAS GOVERNMENT CODE, Section 791.003(4), and have the authority to enter into this agreement and have each entered into this agreement by the action of its governing body in the appropriate manner described by law; and

Whereas, Beauregard Parish and Sabine County specify that each party paying for the performance of said functions of government shall make those payment from current revenues available to the paying party;

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

AGREEMENT

Article 1

TERM AND EFFECTIVE DATE

- 1.1 **TERM:** This agreement shall be effective beginning the date approved by Beauregard Parish and Sabine County.
- 1.2 **RENEWAL:** This agreement shall renew annually on the date of signed agreement, unless terminated as provided in Section 1.03 of the agreement. Beauregard Parish shall provide sixty (60) days' notice of any change to the per diem rate for detention services for subsequent terms.
- 1.3 **TERMINATION:**
 - A. This agreement may be terminated with or without cause prior to the expiration of the term Herein at the option of Beauregard Parish or Sabine County upon the giving of 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.
 - B. This agreement is also subject to termination upon the occurrence of an event that renders Performance hereunder by Beauregard Parish impracticable or impossible, such as severe damage or destruction of Beauregard Parish's facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any Sabine County inmates.

Article II
DETENTION SERVICES

For the purpose and consideration herein stated and contemplated, Beauregard Parish shall provide the following necessary and appropriate services for Sabine County to the maximum extent authorized by this agreement, without regard to race, religion, color, age, sex, and national origin; to-wit;

2.1 **PURPOSE:** Beauregard Parish, agrees to house the offenders according to the Basic Jail Guidelines developed and promulgated by the Louisiana Department of Public Safety and Corrections.

2.2 **HOUSING AND CARE OF INMATES:** Beauregard Parish, will confine inmates and give them reasonable and humane care and treatment, consistent with the basic jail guidelines and other express provisions in the agreement. Beauregard Parish, will provide, as set out herein, for inmate 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 inmates receive no privileges except those generally afforded other inmates and that the judgements and orders of the committing court and Board of Parole and Post-Prison Supervision are faithfully executed.

2.3 **MEDICAL SERVICES:** The per-day rate under this agreement covers only routine medical services such as on-site sick call (when provided by Beauregard Parish or Contracted (on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies. The per-day rate does not cover medical/health care services provided outside of Beauregard Parish's facility or by other than Beauregard Parish, facility staff, prescription drugs and treatment, or surgical, optic and dental care, and does not include the costs associated with the hospitalization of any inmate. Sabine County shall reimburse Beauregard Parish the amount spent for medical services of all Sabine County inmates, other than routine medical services included in the per-day rate.

2.4 **OFF-SITE SERVICES:** Sabine County Sheriff or designee shall be informed of any Sabine County inmates receiving emergency care, including but not limited to hospitalizations, that results in off-site services as soon as practicable after the services occur (not more than 1 working day). Beauregard Parish will assist Sabine County to monitor utilization of off-site services by providing information about the course and inmate's care and treatment. Sabine County may elect to retake and return to Sabine County's physical custody of an inmate to manage costs and utilization of services unless emergency care of the inmate is required.

2.5 **OFF-SITE BILLING:** This agreement provides Beauregard Parish with authority to arrange for the off-site provider to bill Sabine County for the costs of hospitalization and/or medical care for any Sabine County inmate. In the event direct billing is unavailable, Sabine County shall reimburse Beauregard Parish in accordance with the terms of the agreement.

2.6 **MEDICAL RECORDS:** Sabine County agrees to provide Beauregard Parish with a copy of each inmate's medical, dental, and mental health record(s) for the purpose of continuity of care. Beauregard Parish agrees to maintain a confidential record of health care of each inmate. Sabine County shall ensure that these records are provided no less than 24 hours prior to the inmate's arrival at Beauregard Parish's jail. A copy of each inmate's record shall be returned to Sabine County at the time each Sabine County

inmate is returned. Inmate's medical, dental and mental health record(s) for the purpose of continuity of care.

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

2.8 INMATE MEDICAL REPORT: Upon request from Sabine County, Beauregard Parish will provide an inmate report of health care provided.

2.9 FACILITY INSPECTION: Beauregard Parish agrees to allow periodic inspections of the facilities by Sabine County law enforcement personnel. The reports of state or federal inspections of the facilities will be provided to Sabine County upon request.

2.10 TRANSPORTATION AND OFF-SITE SECURITY: Sabine County is solely responsible for the transportation of inmates between the Beauregard Parish Jail and the Sabine County facility. Beauregard Parish agrees to provide ambulance and other transportation for Sabine County inmates to and from local off-site medical facilities and will provide invoices to Sabine County in accordance with Section 2.7 above.

2.11 COURT APPEARANCES: Sabine County shall be responsible for the transportation of Sabine County inmates to/from Beauregard Parish Jail. Sabine County will be responsible for the transportation of inmates for all court proceedings and hearings during court appearances in Sabine County.

2.12 TRANSPORTATION TO TDCJ: Sabine County is responsible for the transportation of Sabine County inmates to the Texas Department of Criminal Justice, Institutional Division.

2.13 GUARD SERVICES: Beauregard Parish 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 thirty-five and 00/100 dollars (\$35.00) per hour/per guard. Beauregard Parish shall provide Sabine County with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.

2.14 SPECIAL PROGRAMS: The per day rate set out in this agreement covers basic custodial care and supervision and does not include special educational, vocational or other programs provided to inmates in Beauregard Parish facilities.

The parties may contract by written agreement to the provision of special programs.

2.15 LOCATION AND OPERATION FACILITY: Beauregard Parish shall provide the detention services described herein at the Phelps Correctional Center located in DeQuincy, Louisiana.

2.16 ADMITTING AND RELEASING: Beauregard Parish shall be responsible for the admitting and releasing of inmate's placed in Beauregard Parish's facility. Beauregard Parish will maintain records of all such transactions in manner agreed upon by Beauregard Parish and Sabine County and provide such records to Sabine County upon request.

2.17 RETURN OF INMATES TO SABINE COUNTY: Upon demand by Sabine County, Beauregard Parish will relinquish to Sabine County physical custody of any inmate. Upon request by Beauregard Parish, Sabine

County will resume custody of any inmate so requested within ten (10) calendar days, or unless a different time is agreed upon by both parties in writing.

Article III
Financial Provisions

3.1 **PER DIEM RATE:** The per diem rate for detention services under the agreement is sixty and 00/100 dollars (\$60) per man-day, subject to Section 1.02 of this agreement. This rate covers one inmate per day. A portion of any day will count as a man-day under this agreement, except that Sabine County may not be billed for two calendar days when an inmate was admitted one day and removed the following day. In that situation, Beauregard Parish will bill Sabine County for the day of arrival, but not for the day of departure.

3.2 **BILLING PROCEDURE:** Beauregard Parish shall submit an itemized invoice for the services provided each month to Sabine County, in arrears. Such invoice will include a list of each of the inmates housed and the number of calendar days per inmate. Invoices will be submitted to the designated to receive the same on behalf of Sabine County. Sabine County will make payment to Beauregard Parish within thirty (30) calendar days after receipt of the invoice. Payment will be in the name of Beauregard Parish and will be remitted to:

Beauregard Parish
120 South Stewart Street
Deridder, La 70634

3.3 **UNTIMELY PAYMENTS:** Amounts which are not timely paid in accordance with the above procedure may bear interest at the lesser of the annual percentage rate of ten percent (10%) per annum, or the maximum legal rate applicable thereto, which will be a contractual obligation of Sabine County under this agreement. Sabine County further agrees that Beauregard Parish will be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this agreement.

Article IV
ACCEPTANCE OF INMATES

4.1 **COMPLIANCE WITH LAW:** Nothing herein will create any obligations upon Beauregard Parish to house Sabine County inmates, where the housing of said Sabine County inmates will raise the population of the facility above the permissible number of inmates allowed by law, create a condition of overcrowding, create a condition which endangers the life/or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of inmates housed at the facility. At any time that Beauregard Parish's Sheriff determines that a condition exists at Beauregard Parish's facility necessitating the removal of Sabine County inmates, or any specified number thereof, Sabine County shall upon notice by Beauregard Parish Sheriff to Sabine County Sheriff, remove said inmates from the facility. Sabine County will make reasonable efforts to remove any inmate within eight (8) hours of notice from Beauregard Parish.

4.2 **ELIGIBILITY FOR INCARCERATION AT THE FACILITY:** The only inmates of Sabine County eligible for incarceration at the facility under this agreement are inmates eligible for incarceration in the facility in accordance with the state standards under both Jail Commission approved cursory assessment system in place at the Sabine County jail and pursuant to the custody assessment system in place at Beauregard Parish's facility.

4.3 **RIGHT OF REVIEW AND REFUSAL:** All inmates proposed by Sabine County to be transferred to Beauregard Parish's facility under this agreement must meet the eligibility requirement set forth above. Beauregard Parish reserves the right to review the inmates' classification or eligibility, and the right to refuse to accept any inmate that it does not believe to be properly classified as a non-high-risk inmate. Furthermore, if an inmate's classification changes while incarcerated at Beauregard Parish's facility, Beauregard Parish reserves the right to demand that Sabine County remove that inmate and replace said inmate with an appropriate inmate of Sabine County.

4.4 **RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES:** Beauregard Parish reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to Beauregard Parish's facility, and Sabine County shall cooperate with and provide information requested, regarding any inmate by Beauregard Parish. Beauregard Parish reserves the right to refuse acceptance of an inmate of Sabine County. Likewise, if any Sabine County inmate's behavior, medical or psychological condition, or other circumstance of reasonable concern in Beauregard Parish's facility, in the opinion of Beauregard Parish, Sabine County will be requested to remove said inmate from Beauregard Parish facility, and will do so within reasonable amount of time upon the request of Beauregard Parish. Inmates may also be required to be removed from Beauregard Parish's facility when their classification changes for any purpose, including long-term medical segregation.

4.5 **INMATE SENTENCES:** Beauregard Parish will not be in charge or responsible for the computation or processing of inmates' time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. Beauregard Parish 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 Sabine County. It will be the responsibility of Sabine County to

notify Beauregard Parish of any discharge date for an inmate at least ten (10) calendar days before such date. Beauregard Parish will release inmates of Sabine County only when such release is specifically requested in writing by Sabine County Sheriff or representative. However, it is agreed that the preferred and usual course of dealing between the parties shall be for Beauregard Parish to return inmates to the Sabine County jail shortly before the discharge date and or contractor to discharge the inmate from the Sabine County jail. Sabine County is responsible for all paperwork and arrangements for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.

ARTICLE V
MISCELLANEOUS

5.1 **BINDING NATURE OF AGREEMENT:** This agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives.

5.2 **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 Beauregard Parish:

Beauregard Parish
120 South Stewart Street
DeRidder, La 70634

Copy To:

To Sabine County: Sabine County
County Judge, Daryl Melton
P.O. Box 716
Hemphill, Tx 75948

Copy to: Sheriff Tom Maddox
P.O. Box 848
Hemphill, T 75948

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

5.3 **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 commissioner's court of the respective parties and Beauregard Parish.

5.4 **PRIOR AGREEMENTS:** This agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matters shall be effective.

5.5 **REPRESENTATION:** Sabine County understands and agrees that Sabine County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of Beauregard Parish.

5.6 **INDEPENDENT SABINE COUNTY RELATIONSHIP:** Nothing herein contained shall be constructed as creating the relationship of employer and employee between the parties.

5.7 **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 be unaffected.

5.8 **LIABILITY:** This agreement is made for the express purpose of providing detention services, which both parties recognize to be a governmental function except 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.

1. TO THE EXTENT PERMITTED BY APPLICABLE LAW, SABINE COUNTY AND BEAUREGARD parish AGREE TO MUTUALLY IDEMNIFY, DEFEND AND HOLD EACH OTHER, THEIR SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, COMMISSIONERS, ELECTED OFFICIALS, SHAREHOLDERS, PARTNERS, PERSONAL REPRESENTATIVES, HEIRS, LEGATEES, ATTORNEYS, AND AGENTS (COLLECTIVE HEREIN THE "INDEMNIFIED PARTIES) HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, LOSSES, DAMAGES, FINES, PENALTIES, LIABILITIES, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND OTHER COSTS INCURRED IN CONNECTION THEREWITH) RESULTING FROM ANY ACTUAL OR ALLEGED INJURY (INCLUDING DEATH) OF ANY PERSON OR FROM ANY ACTUAL OR ALLEGED LOSS OF OR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND THE PARTIES' ACTIONS IN FULFILLING THEIR RESPECTIVE OBLIGATIONS PURSUANT TO THIS AGREEMENT, AND AS TO EACH INDEMNIFIED PARTIES' NEGLIGENCE, GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT WHICH CAUSED THE DAMAGE OR INJURY MADE THE BASIS OF CLAIM OF SUIT.

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

5.10 **FUNDING SOURCE:** Sabine County must pay amounts due under this agreement from current revenues available to it in accordance with the Interlocal Cooperation Act. The signature of the Sabine County Auditor below certifies that there are sufficient funds from current revenues available to Sabine County to meet its obligations under this agreement.

ARTICLE VI
EXECUTION

IN TESTIMONY AND WITNESS OF WHICH, the agreement is accepted, agreed, and signed to by all parties by and through the parties or their agents or authorized representatives. All parties acknowledge that they have read and understood this agreement, and are executing the agreement voluntarily and of their own free will. This agreement may be executed in multiple counterparts, each of which are executed shall constitute a duplicate original as follows:

Beauregard Parish:

Approved:


Mark Herford
Sheriff, Beauregard Sheriff

Sabine County, Texas


Daryl Melton, Sabine County Judge

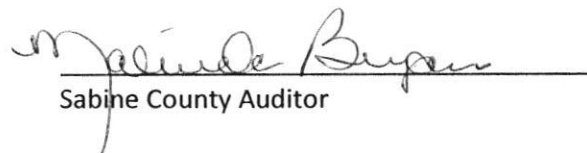
Date: _____

Approved:


Tom Maddox, Sabine County Sheriff

AUDITORS CERTIFICATE

I hereby certify that funds are available to pay the obligation of Sabine County within the foregoing agreement.


Sabine County Auditor