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INTERLOCAL COOPERATION AGREEMENT

The Jasper County Sheriff's Office, County of Jasper, Texas hereafter referred to as "Jasper" and the POLK County Sheriff's Office, County of POLK, Texas hereafter referred to as "County", enters into the following agreement concerning the incarceration of prisoners of the POLK County Sheriff's Office and said agreement is set out in full hereafter.

1. Jasper hereby agrees to house prisoners incarcerated by County 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 \$40.00 per day per prisoner, and Jasper shall bill County for said cost in an itemized statement showing the number of days per each individual prisoner 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. County shall pay for any and all hospital, health care services and prescription drugs provided to any prisoners housed by Jasper for County. Non prescription medication will be administered without charge by Jasper.
4. County hereby agrees to comply with all booking procedures of Jasper.
5. Jasper and County hereby agree that Jasper will not house any injured prisoners unless County has furnished an acceptable medical release signed by medical personnel, certifying that the prisoner may be incarcerated.
6. Jasper further agrees that should a prisoner be injured while being housed by Jasper, that Jasper will within ten (10) hours notify County of said injury and provide County 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 the Jasper County Jail if it is in the best interest of Jasper. County shall promptly arrange to take custody of its prisoners if so requested by the Jasper County Sheriff.
8. County agrees to assume responsibility for all transportation of County prisoners housed in Jasper.

- 9. County 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 in regard to transfer of prisoners by County and duties herein assigned to County, and specifically excluding the actual incarceration of prisoners by Jasper. County retains full liability for each inmate until that inmate has been processed and booked into the Jasper County Jail.
- 10. Jasper shall be fully responsible and liable for all suits, claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of Jasper performance or nonperformance of the services and duties herein stated, but only in regard to the actual holding and incarceration of prisoners by Jasper County Jail and specifically excluding the transfer of prisoners to and from Jasper unless transported by Jasper.
- 11. All agreements between the parties are set out in this agreement and no oral agreement not contained herein shall be enforceable 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.
- 12. The primary term of this agreement is for a period of one (1) year from the date of execution of this agreement by both parties.

Signature and Execution:

By: _____
Jasper County Judge

By: *John D. Stapp*
POLK County Judge

Date Signed: _____

Date Signed: 5.27.08

Jasper County Sheriff

Kenneth Hammer
POLK County Sheriff

Date Approved: _____

Date Approved: 5.13.08

ATTEST:

Jasper County Clerk

Bartara Middleton
POLK County Clerk

