

**INTERLOCAL AGREEMENT BETWEEN THE COUNTIES OF
PANOLA AND SHELBY CONCERNING THE HOLDING OF
SHELBY COUNTY PRISONERS IN THE PANOLA COUNTY JAIL**

THE STATE OF TEXAS

COUNTIES OF PANOLA AND SHELBY

WHEREAS, Shelby County, Texas currently maintains an average jail population which exceeds its certified maximum pursuant to the latest rules enacted by the Texas Commission on Jail Standards and has an existing need to house some of its prisoners in facilities outside of Shelby County, Texas; and

WHEREAS, it is the desire of both counties to use extra jail space in Panola County to house excess prisoners from Shelby County and this creates a mutually beneficial circumstance which gives rise to a need for both counties to contractually agree as to the terms and conditions by which such Shelby County prisoners may be held in the Panola County Jail;

NOW, THEREFORE, Panola County, Texas and Shelby County, Texas, each acting herein by and through their duly authorized County Judges, after due consideration and approval of this contract by their respective Commissioners Courts, do hereby covenant, stipulate and agree by and between themselves as follows:

1. As need to house its prisoners in other locations continues in Shelby County and the availability of otherwise unused bed space continues in the jail facilities in Panola County, to be held, maintained, and guarded in the jail facilities in Panola County at the following daily rates per prisoner per day: \$50.00 per day per prisoner. Any prisoners delivered during any 24-hour period who are accepted by Panola County for less than the full 24 hours of that day, shall be considered to have been held for that day and payment for that day at the above rate per prisoner shall be due. Such payment shall be made by Shelby County to Panola County on the first day of each month beginning with the month following the first day of each month beginning with the month following the first day on which prisoners from Shelby County are accepted by Panola County. Panola County shall document the number of prisoners and the number of days and shall furnish a monthly report of such to Shelby County by delivery of the same to its serving Sheriff with a copy to its serving County Judge.
2. Panola County shall reserve the right, based on its own jail population needs as determined solely within the discretion of the Panola County Sheriff, to accept or to refuse to accept any prisoners tendered to it by Shelby County at any time throughout the existence of this agreement.
3. Upon the acceptance of Shelby County prisoners by Panola County, acting through its Sheriff, Shelby County shall cause such prisoners to be delivered to the County Jail Facility in Carthage, Texas, and any delivery or transportation needs for such prisoners requiring them to leave the confines of the Panola County Jail shall be met and supplied by Shelby County and in no event shall Panola County be required to transport, either for delivery or return, or any other reason, the Shelby County prisoners delivered to and accepted by it.

4. Shelby County, in addition to the daily rate per prisoner specified above, shall also and additionally be financially responsible for all medical costs incurred by its prisoners while in the custody of the Panola County Jail; and Shelby County shall additionally be financially responsible for any other costs or expenses which exceed the ordinary, usual and customary costs expected of prisoners housed within its jail. Such unusual and non-customary costs which would be paid by Shelby County include special diet foods, beverages or other requirements; special education requirements or materials; costs or expenses incurred for damage to any person or property or anyone by a prisoner from Shelby County while in the custody of Panola County; as well as any indigent health care costs, or legal costs, associated with any conduct, need or action of Shelby County prisoner while in the custody of Panola County. All transfers, transportation and delivery costs of Shelby County prisoners shall be borne by Shelby County including transfers to and from court appearances and hearings, as well as delivery to and from medical, mental or other treatment facilities.
5. Any prisoner delivered from Shelby County to Panola County who shall be held at any time as "Blue Warrant" prisoner, as that term is generally accepted in the field of law enforcement in the State of Texas, shall be the full and complete obligation of Shelby County, and any funds payable by the State of Texas to Shelby County for such "Blue Warrant" prisoner shall be retained and delivered to Shelby County even if such prisoner may be physically present in the jail facilities of Panola County. Shelby County shall still owe Panola County the rate of \$50.00 per day per prisoner in the event the prisoner is held on a "Blue Warrant" in the Panola County Jail.
6. If at any time a Shelby County prisoner is in the custody of Panola County and the Panola County Sheriff, acting in his sole and absolute discretion, shall determine that such prisoner should, for any reason, be returned to Shelby County, then upon two (2) hour's notice the Shelby County Sheriff's Department agrees to take possession and re-delivery of such prisoner into its custody at the Panola County Jail without question or objection, and such determination as made by the Panola County Sheriff or his designee shall not be subject to any judicial review.
7. Both parties agree that it is possible that while a Shelby County prisoner is in the care or custody of Panola County that such prisoner could cause physical, bodily or property damage to one or more persons or tow various properties, including the detention facility. As a part of this agreement and based on the consideration extended by Panola County to Shelby County and a part hereof, Shelby County agrees to fully and completely indemnify and hold harmless Panola County, its Sheriff, Deputies, elected officials, employees, agents and contractors from any and all damage, harm or liability of any type or nature, caused either directly or indirectly by a Panola County prisoner acting alone or in concert with any other prisoner, including Panola County prisoners while in the custody of Panola County, or being delivered to or received from Panola County pursuant to the terms of this agreement. Such indemnification shall include all costs, damages, judgements, fees and expenses, including, but not in any manner limited to : attorney's fees court costs, investigative fees and other out-of-pocket expenses. Such indemnification shall include the right of Panola County, if named in any litigations or other

judicial proceeding as a result of the conduct of any Shelby County prisoner, to retain its own counsel of its own choosing, whose fees and expenses shall be directly paid by Shelby County as part of such indemnification.

This agreement and the terms hereof shall be fully binding on each of the undersigned Counties, and this agreement shall remain in effect for a period of one (1) year from the date hereof or until such earlier time as both Counties, acting through their respective Commissioners Courts, may be duly adopted resolution mutually elect to terminate the same. Any dispute regarding the terms or conditions hereof shall be fixed in Panola County, Texas, and any prevailing party in any judicial proceeding related attorney's fees from the non-prevailing party which shall be in addition to any other sums due or payable hereunder. Any sums due to Panola County by Shelby County and not paid within thirty (30) days of the date of such are demanded or otherwise due shall accrue interest thereafter and until paid at the rate of twelve percent (12%) per annum.

This agreement and the terms set forth above constituted the entire agreement regarding these matters as between Shelby County and Panola County and all prior negotiations and understandings have been merged herein and made a part hereof, There are no oral agreements or understandings which survive the execution of this written agreement.

WITNESS THE EXECUTION HEREOF, in duplicate, this 28th day of March, 2023.

PANOLA COUNTY

BY Rodger McLane

RODGER McLANE, COUNTY JUDGE

Attest:

Bobby Davis
BOBBY DAVIS, PANOLA COUNTY CLERK





SHELBY COUNTY

BY _____

ALLISON HARBISON, COUNTY JUDGE

ATTEST:

JENNIFER FOUNTAIN, SHELBY COUNTY CLERK