

**INTERLOCAL AGREEMENT BETWEEN THE COUNTIES OF
PANOLA AND NACOGDOCHES CONCERNING THE HOLDING OF
NACOGDOCHES COUNTY PRISONERS IN THE PANOLA COUNTY DETENTION CENTER**

THE STATE OF TEXAS

COUNTIES OF PANOLA AND NACOGDOCHES

WHEREAS, Nacogdoches County, Texas currently maintains an average Jail population that 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 Nacogdoches County, Texas; and

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

NOW, THEREFORE, Panola County, Texas, and Nacogdoches 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 the need to house its prisoners in other locations continues in Nacogdoches 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: \$55.00 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 Nacogdoches 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 Nacogdoches 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 Nacogdoches 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 Nacogdoches County at any time throughout the existence of this agreement.
3. Upon the acceptance of Nacogdoches County prisoners by Panola County, acting through its Sheriff, Nacogdoches 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 Nacogdoches County and in no event shall Panola County be required to transport, either for delivery or return or any other reason, the Nacogdoches County prisoners delivered to and accepted by it.
4. Nacogdoches 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 Detention Center; and Nacogdoches 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 that would be paid by Nacogdoches 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 Nacogdoches 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 Nacogdoches County prisoner while in the custody of Panola County. All transfers, transportation, and delivery costs of Nacogdoches County prisoners shall be borne by Nacogdoches 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 Nacogdoches 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 Nacogdoches County, and any funds payable by the State of Texas to Nacogdoches County for such "Blue Warrant" prisoner shall be retained and delivered to Nacogdoches County even if such prisoner may be physically present in the jail facilities of Panola County. Nacogdoches County shall still owe Panola County the rate of \$55.00 per day per prisoner in the event the prisoner is held on a "Blue Warrant" in the Panola County Detention Center.
6. If at any time a Nacogdoches County prisoner is in the custody of Panola County, the Panola County Sheriff, acting in his sole and absolute discretion, shall determine that such prisoner should, for any reason, be returned to Nacogdoches County, then upon two (2) hours' notice the Nacogdoches 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 Nacogdoches 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 various properties, including the detention facility.

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 duly adopt a resolution to 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 to 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 Nacogdoches 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 constitute the entire agreement regarding these matters between Nacogdoches 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 that survive the execution of this written agreement.

WITNESS THE EXECUTION HEREOF, in duplicate this 28th day of February, 2025.

PANOLA COUNTY

BY: Rodger S. McLane
COUNTY JUDGE

Attest:

[Signature]
PANOLA COUNTY CLERK



NACOGDOCHES COUNTY

BY: [Signature]
COUNTY JUDGE

Attest:

Sandra Sandy Gates by Jennifer Allen
NACOGDOCHES COUNTY CLERK
ADMINISTRATIVE ASSISTANT