

STATE OF LOUISIANA

CITY OF WEST MONROE

PARISH OF OUACHITA

AGREEMENT FOR SERVICES

This Agreement for Services (the "Agreement") is made and entered into by and between the City of West Monroe (the "City") and Ouachita Parish Sheriff's Office ("OPSO") effective as of the _____ day of October 2025.

ARTICLE ONE
TERM OF AGREEMENT

Section 1.01 Term of Agreement. This Agreement shall be and become effective upon the execution by the City and OPSO and, subject to all the terms and provisions hereof, the term of this Agreement shall begin on the effective date set forth above, executed by both parties and shall last for an initial period of two (2) years.

Section 1.02 City Renewal and Extension. The initial term of this Agreement shall be two years from the effective set forth above (the "Commencement Date"). The Agreement shall renew without notice to either party for additional one-year renewal terms unless a party exercises its right to not to renew this Agreement. Should either party desire not to renew this Agreement, the party desiring not to renew shall notify the other party in writing at least one-hundred twenty (120) days prior to the expiration of the renewal date, which shall be the anniversary of the Commencement Date.

ARTICLE TWO
SCOPE OF SERVICES

Section 2.01 Detention Services. The OPSO agrees to provide Detention Services to the City specifically for the housing of persons arrested on misdemeanor criminal charges by the City of West Monroe Police Department or sentenced to a term of confinement on misdemeanor charges by the West Monroe City Court (the "City Inmates") according to the provisions set forth below during the term of this Agreement and any renewal terms.

Section 2.02 The Facility. The Detention Services to be provided under this Agreement will be provided at a unit or section of the Ouachita Correctional Center, which is operated by the OPSO and located at 4801 Highway 165 Bypass, Monroe, Louisiana (the "Facility"). OPSO shall endeavor to keep City Inmates segregated in housing from all pre-trial detainees of other jurisdictions and incarcerated felony offenders.

ARTICLE THREE

OPERATION OF THE FACILITY

Section 3.01 Minimum Conditions of Confinement. OPSO shall operate, manage, supervise and maintain the Facility and provide for the secure custody, care and safekeeping of City Inmates at the Facility in accordance with state and local law, including the standards promulgated by the Louisiana Basic Jail Guidelines, any applicable state or federal law, and this Agreement, provided that the level and the quality of services provided by OPSO pursuant to this Agreement shall meet or exceed the minimum standards promulgated by the Louisiana Basic Jail Guidelines and any applicable state and federal law. OPSO shall further provide housing, care, and meals for such City Inmates subject to the terms and conditions of this Agreement. In addition to such regulations and standards, the minimum conditions of confinement during the entire period of this Agreement are:

- (a) Staffing shall be provided 24 hours a day to supervise and maintain custody and control of City Inmates.
- (b) Three (3) meals (including two hot meals) shall be provided per day for City Inmates.
- (c) Access to twenty-four (24) hour per day emergency medical care will be provided for City Inmates.
- (d) OPSO will maintain an automatic smoke and fire detection and alarm systems, and shall maintain a written policy, procedure and practice regarding fire and other safety emergency standards.
- (e) OPSO will maintain a water supply and waste disposal program certified to be in compliance with applicable laws and regulations.

Section 3.02 Applicable Standards. OPSO shall operate and maintain the Facility in accordance with all applicable provisions of the Louisiana Basic Jail Guidelines and applicable laws, rules and regulations.

Section 3.03 Food Services. OPSO will provide food and beverage services in compliance with all applicable standards, sanitation and health codes, with menus that are appropriate to meet the dietary needs of all City Inmates. OPSO will provide two hot meals daily, and one other meal which need not be hot shall be provided daily, with no more than 14 hours elapsed between meals during the term of this Agreement. Special diets shall be available to City Inmates as prescribed by appropriate medical or dental personnel.

Section 3.04 Laundry Services. OPSO shall provide laundry facilities and services to all City Inmates being held at the Facility and shall be responsible for the issuance of clean clothing, linen, bath and hand towels when each City Inmate arrives at the facility. Laundering of linens and clothing associated with City Inmates shall be in accordance with OPSO policies and procedures.

Section 3.05 Transportation. OPSO agrees to provide transportation of City Inmates to and from the City courthouse located at 2303 North 7th Street, West Monroe, Louisiana, as judicial proceedings are held.

- (a) The City shall endeavor to make maximum use of technologically based alternatives to traditional in-person court proceedings, when possible.
- (b) Transportation and escort guard services will be performed pursuant to policies, procedures and practices established by OPSO by armed, qualified officers employed by OPSO, and OPSO will augment such practices as may be requested by the City to enhance specific requirements for security, monitoring and contraband control.
- (c) Upon arrival at the courthouse or jail facility, transportation and escort guards will turn physical custody of City Inmates over to a City marshal or other authorized agent only upon presentation by such deputy or authorized agent of proper law enforcement credentials.
- (d) Each City Inmate will be restrained in handcuffs and leg irons during transportation.
- (e) OPSO will continue to be liable for the actions of its employees while they are transporting City Inmates and while on duty.
- (f) OPSO agrees to and shall hold harmless and indemnify the City, the mayor, and its officials, in their official and individual capacities, from any liability, including third party liability or worker's compensation, arising from the conduct of OPSO employees during the course of the transportation of City Inmates, as further set forth in Article 5.
- (g) OPSO will provide other transportation for City Inmates as mutually determined to be necessary and as agreed upon with the City.

Section 3.06 Intentionally Omitted

Section 3.07 Medical Guidelines and Reporting.

- (a) OPSO shall maintain written medical policies and guidelines at the facility site.
- (b) OPSO shall maintain confidentiality guidelines regarding AIDS and HIV medical information for employees and incarcerated persons.

Section 3.08 Health Services. OPSO shall provide City Inmates with access to basic health care services. Medical and basic health care services shall comply with the following provisions:

- (a) The per diem rate under this Agreement covers only routine medical services for City Inmates, such as on-site sick call and nonprescription, over-the-counter/non-legend

drugs and medical supplies and limited amount of prescription drugs, as set forth in Section 3.08(c).

- (b) The per diem rate for City Inmates does not cover medical/health care or mental health services provided outside of OPSO's facility by other than facility staff, prescription drugs in excess of \$500/month, treatments, or surgical, optical or dental care, and does not include the costs associated with any hospitalization of an inmate.

The City shall pay OPSO an amount equal to the amount that OPSO is required to expend for medical services for City Inmates other than those routine medical services provided for by the per diem rate. When it becomes necessary for a City Inmate to be hospitalized, OPSO shall contact the City through its Chief of Police as soon as possible to inform the City of the fact that the inmate has been, or is to be, hospitalized, and of the nature of the illness or injury that has required the hospitalization.

- (c) The City of West Monroe shall be responsible for the costs of prescription medications for City Inmates in excess of \$500 per month. The \$500 threshold applies to all prescription medications for all City Inmates held at the Facility and is not calculated on a per-inmate basis. OPSO will endeavor to ensure that City Inmate prescriptions are not filled on more than a seven-day basis. The City shall be billed for the cost of City Inmate prescription medications in excess of \$500 monthly. The City shall be entitled to receive a credit on its monthly bill for any unused or returned City Inmate prescriptions.
- (d) State certification and licensing requirements shall apply to all health care personnel responsible for providing medical services to City Inmates at the Facility. OPSO shall, at a minimum, provide at least one direct care employee certified in standard first aid procedures and cardiopulmonary resuscitation (CPR) on duty and available to City Inmates per shift at the Facility.
- (e) OPSO shall have sufficient first aid supplies and equipment adequately maintained at all times to support the overall medical treatment requirements of the assigned City Inmate population. Medical first aid supplies shall be maintained at the Facility in accordance with prescribed standards recognized or approved by a licensed, recognized health authority which possesses the expertise to evaluate, assess, and determine the potential need or conditions of the required first aid supplies and equipment.
- (f) All costs associated with hospital or health care services provided outside the Facility for City Inmates will be paid directly by the City or promptly reimbursed to OPSO. In the event that a contract with a medical facility/physician exists which allows OPSO to receive discounted rates, the City shall be entitled to receive the benefits of that rate.
- (g) The Warden of the Facility shall notify the City's Chief of Police as soon as possible of all emergency medical cases requiring removal of a City Inmate from the Facility.
- (h) Medical records shall be maintained for all City Inmates held at the Facility.

- (i) Subject to the following paragraph (j), OPSO will submit invoices for medical services provided to City Inmates during detention at the Facility along with its regular monthly billings for Detention Services provided under this Agreement, and such invoices shall be paid on the same terms as the regular monthly billings as provided herein.
- (j) If the hospitalization of a City Inmate is to be for a duration of more than 24 hours, or the cost of any medical care or hospitalization of a City Inmate is to exceed \$1,000.00, OPSO has the right to arrange for the hospital or health care provider to bill the City directly for the costs of such hospitalization and/or medical care, rather than OPSO paying the costs and billing the same to the City. If the hospital or health care provider refuses to bill the City directly, the City shall reimburse OPSO for such costs within ten (10) business days of receipt of an invoice from OPSO thereof, which invoice may be delivered personally, by facsimile, by mail, by e-mail, or by other reliable courier.
- (k) The City will provide OPSO with medical information for all City Inmates sought to be initially transferred to the Facility under this Agreement, including information regarding any special medications, diets or exercise regimens applicable to each City Inmate when said information is reasonably available to and known by the City.

Section 3.09 Recreation and Exercise. OPSO shall provide City Inmates with access to adequate physical facilities, equipment, and supplies for a recreation program that meets all applicable Louisiana Basic Jail Guidelines requirements and any applicable state or federal law.

Section 3.10 Visitation. OPSO shall provide adequate space, equipment, and supervision necessary to implement a visitation program for City Inmates that meets all applicable Louisiana Basic Jail Guidelines requirements and any applicable state or federal law.

Section 3.11 Safety Requirements. OPSO shall operate and maintain the Facility in compliance with all applicable state, federal, and local rules, laws, and codes. OPSO shall further maintain safety plans for the Facility and provide safety reports as follows:

- (a) The Facility shall be maintained in compliance with all applicable codes, including but not limited to, the Louisiana State Fire Marshal, the Louisiana State Health Department, and applicable Louisiana Basic Jail Guidelines.
- (b) OPSO will follow an emergency fire plan and written procedure for the safe evacuation of residents and staff at the Facility. Each new City Inmate shall be briefed on these evacuation procedures during admission to the Facility. Written emergency fire exit plans for the Facility shall be posted in all major meeting rooms, dining rooms, hallways and living areas at the Facility.
- (c) OPSO shall complete an injury report in the event that an injury to a City Inmate or OPSO employee results in one full day's loss of work or programmatic activity and/or that results in medical treatment, provided that first aid treatment shall not be deemed

medical treatment. OPSO shall complete an injury report and shall forward same to the City's Chief of Police within 24 hours following said injury.

Section 3.12. Resident Correspondence. OPSO shall handle City Inmate correspondence at the Facility in accordance with applicable Louisiana Basic Jail Guidelines and any applicable state or federal law.

Section 3.13. Resident Funds. OPSO shall have written policies governing the operations of any fund established for City Inmates during detention at the Facility. These funds shall be held by OPSO and shall be controlled consistent with generally accepted accounting principles and all applicable guidelines, laws, and rules.

Section 3.14. Religious Services. OPSO shall cause religious services to be conducted for City Inmates detained at the Facility in accordance with applicable Louisiana Basic Jail Guidelines and any applicable state or federal law. Participation in religious services shall be voluntary for all City Inmates.

Section 3.15. Security. OPSO shall provide adequate security with respect to all City Inmates in accordance with all requirements of this Agreement and the applicable Louisiana Basic Jail Guidelines and any applicable state or federal law. As part of such security program, OPSO will comply with the following census and reporting requirements.

- (a) OPSO will develop, implement and document a daily system for physically counting all City Inmates assigned to the Facility, assuring strict accountability for City Inmates and that at least one City Inmate count occurs per shift.
- (b) OPSO will notify the City's Chief of Police as soon as possible when a City Inmate is involved in an escape, attempted escape, or conspiracy to escape from the Facility.

Section 3.16. Programs. OPSO may provide programing to meet the needs of the City Inmate population as requested by the City. Programs may include, but not be limited to, education, counseling, substance abuse education, and case management. The per diem rate set out in this Agreement only covers basic custodial care and supervision of City Inmates held at the Facility and does not include any special education, vocational, or other programs provided to City Inmates at the Facility. The parties may agree by a written amendment to this Agreement, or by separate agreement, for the provision of special programs to City Inmates on terms mutually agreed to by the parties. OPSO may, at no cost to the City and not inconsistent with applicable rules and regulations of the Louisiana Basic Jail Guidelines and the purposes of this Agreement, provide special programs for City Inmates and permit or require selected City Inmates to participate in selected programs provided in other segments of OPSO.

Section 3.17. Receiving and Discharging. OPSO agrees to accept City Inmates only from, and release City Inmates only to, authorized persons in compliance with this Section.

- (a) OPSO shall accept City Inmates presented by the City upon presentation by the officer or proper law enforcement credentials, subject to the population limits set forth herein.
- (b) OPSO agrees to release City Inmates only to law enforcement officers of agencies authorized by the City or in accordance with Section 4.05 of this Agreement.
- (c) City Inmates may not be released from the Facility or placed in the custody of any federal, state or local official unless the release or transfer is in accordance with all applicable laws, policies, rules and regulations of the State of Louisiana; for medical emergency situations; pursuant to a court order; according to an express request by the City made in writing; or by mutual agreement of the parties hereto.

Section 3.18. Disciplinary Procedures. OPSO shall maintain a written administrative remedy procedure to include the processing of violations and graduated sanctions that may be imposed with respect to City Inmates held at the Facility. Each City Inmate shall be informed of the disciplinary procedures upon admission to the Facility. OPSO shall maintain a master file of all discipline reports of actions taken with respect to City Inmates held at the facility and shall provide the City with an electronic copy of any such report upon specific request made by the City in writing. OPSO's administrative remedy procedure shall comply with applicable state and federal laws and regulations.

Section 3.19 Grievance Procedures. OPSO shall maintain written grievance procedures, which procedures shall be available to all City Inmates upon admission to the Facility. At a minimum, the grievance procedure shall comply with applicable state and federal laws and regulations.

Section 3.20. Use of Force. OPSO shall maintain written procedures governing the use of force against City Inmates. This procedure shall conform to applicable state and federal laws and regulations. OPSO shall maintain a master file of all use -of-force incidents that occur with respect to City Inmates.

Section 3.21. Inspection and Technical Assistance. OPSO agrees to periodic inspections of the Facility by the City, not to exceed one per annual term or renewal term of this Agreement. Findings of the inspection will be shared with the Facility administration in order to promote improvements to operations, conditions of confinement, and service levels at the Facility. OPSO will provide the City with a copy of any annual or periodic inspections conducted by the State of Louisiana or the federal government during the initial term of this Agreement or during any renewal term.

Section 3.22 Access to Records. OPSO agrees to maintain and make available for inspection, audit or reproduction by the City, the Louisiana Department of Corrections, and/or their employees, attorneys, agents and/or independent auditors, documents pertaining to the services provided hereunder, and/or to the sums billed pursuant to this Agreement by OPSO. Such records shall be maintained by OPSO for at least three (3) years following completion of the original or any renewal term of this Agreement and thereafter until any pending audit or litigation

and all questions arising therefrom and involving this Agreement or such records have been finally resolved.

Section 3.23 Interview/PEI Room. OPSO agrees to furnish an Interview/PEI Room for the Monroe Police Department as needed.

ARTICLE FOUR **CITY RESERVATION OF BEDS AND PAYMENT**

Section 4.01 City Use of Beds. The City shall have the right to use and occupy up to forty (40) beds in the Facility for the Term of this Agreement for holding City Inmates and agrees to pay the per diem rate specified in Section 4.02 for the use and/or occupancy of such beds and the Detention Services to be provided by OPSO pursuant to this Agreement. The City shall not be required to pay for any bed not used by the City from and after the Commencement Date but shall pay the per diem rate for each such bed used and occupied by City Inmates assigned to the Facility by the City.

Section 4.02 Per Diem Rate. The rates and fees charged by OPSO and paid by the City pursuant to this Agreement shall be as follows:

- (a) The per diem rate for the actual use and/or occupancy of up to forty (40) beds in the Facility for the term of this agreement for holding City Inmates, and related detention, transportation services, and medical/prescription services specified in this Agreement shall be \$34.77 per inmate per bed per day. This rate covers one City Inmate per bed per day. A twelve-hour period of any day shall count as an Inmate Day under this Agreement, except that the City shall not be billed for two Inmate Days when a City Inmate is admitted one evening and removed the following morning. In that situation, OPSO will bill for the day of arrival, but not for the day of departure.
- (b) The OPSO shall receive a \$30 processing fee from the City for each individual booked into OCC, for the completion of booking and eventual release responsibilities detailed in section 4.05.
- (c) If this Agreement is renewed for additional one (1) year periods as provided by Section 1.02, beginning in the second year of this Agreement and for each renewal year thereafter, OPSO and the City may negotiate increases in the per diem rate by February 1st of the fiscal year preceding the renewal. Any such increase shall be applicable during the following fiscal year of the City, which begins May 1st. Any such increases in the per diem rates or booking fees shall be based upon increases in the costs and

expenses of operating, insuring and maintaining the Facility and providing the Detention Services. If the parties are unable to agree on the amount of increase in the per diem rate on or before February 1 of such year, OPSO may increase the per diem rates unilaterally, provided that such rates shall not be increased to an amount greater than an amount determined by multiplying the applicable per diem rate set forth in (a) above by a percentage amount equal to 100% plus the cumulative percentage increase in the Consumer Price Index, All Urban Areas, from the second anniversary of the Commencement Date to the date of the increase.

Section 4.03 Billing Procedure. OPSO shall submit an itemized invoice for the services provided each month to the City under this Agreement. Invoices will be submitted to the officer of the City designated to receive the same on behalf of the City. The City shall make payments to OCC within fifteen (15) days after receipt of the invoice. Payment shall be in the name of Ouachita Correctional Center and shall be remitted to: 4801 Highway 165 Bypass, Monroe, La 71202.

Amounts which are not paid timely in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of 12%, or the maximum legal rate applicable to City. City further agrees that OPSO shall be entitled to recover its reasonably necessary attorney's fees and costs incurred in collection of amounts due under this Agreement.

Section 4.04. Inmate Eligibility. The only inmates of the City eligible for incarceration in OPSO's facility pursuant to this Agreement are male/female inmates that are classified as pre-trial misdemeanor or sentenced misdemeanor inmates in the physical custody of the City of West Monroe.

Prior to OPSO receiving the initial group of City Inmates for transportation by OPSO to the Facility, the City shall furnish the following: (1) complete information and documentation relating to the City Inmate's case history; (2) all the City Inmate's records concerning classification, including conduct records; and (3) medical and clinical records, including certification of tuberculosis screening or treatment, pertaining to the City Inmate being transferred to the Facility.

OPSO will not accept City Inmates which are brought to the Facility for booking who are noticeably injured, severely bleeding and/or bruised, in need of immediate medical attention, or who are comatose (passed out).

Section 4.05 Inmate Booking, Sentences, & Releases. The OPSO shall assume all initial booking intake responsibilities for the population described in Section 4.04, including input of city ordinance and charge information. The City shall be responsible for input of all information and data derived from respective inmate court proceedings into the shared jail management system. Furthermore, the City shall be responsible for the computation or processing of a City Inmate's time of confinement, including, but not limited to, computation of good time awards/credits and

discharge dates. OPSO shall be responsible for processing of bail or bail bonds, and court ordered releases.

It shall be the responsibility of the City to notify OCC of any discharge date for a City Inmate or to direct the release of a City Inmate from custody. The City accepts the responsibility for the calculations and determinations set forth above or giving OCC notice of the same and shall indemnify and hold OCC harmless for all liability or expenses of any kind arising therefrom.

ARTICLE FIVE

INSURANCE AND INDEMNIFICATION

Section 5.01 Indemnification. OPSO hereby agrees to indemnify and hold the City and its agents, officers and employees harmless from all costs, claims, expenses and liability (including attorney's fees) whatsoever that may be incurred by the City, its agents, officers or employees, that may arise from any and all acts or omissions of the OPSO, or its appointees, employees, agents, subcontractors or assigns in connection with the operation of the Facility or the provision of Detention Services by OPSO pursuant to this Agreement and from any and all claims or causes of action that may be brought by any third party by reason of any act or omission of OPSO or its appointees, employees, agents, subcontractors, or assigns in connection with the operation of the Facility or the provision of Detention Services pursuant to this Agreement, provided that this Section shall not be construed as creating any right, cause of action, or claim of waiver or estoppel for or on behalf of the City or any third party nor shall it be construed as a waiver or modification of the availability of the defense of governmental immunity or any other legal defense available to either OPSO or the City.

Section 5.02 Contractor to Provide Defense. In case any action or proceeding is brought against the City regarding any claim or matter referenced in the foregoing Section, City shall provide immediate notice to OPSO and OPSO shall defend and indemnify the City against such action. City shall have the right to utilize separate counsel, to participate in the investigation and defense of any such claims, and the fees and expenses of such counsel shall be paid by City unless the employment of such counsel has been previously authorized in writing by OPSO.

Section 5.03 Waiver and Releases. Neither OPSO nor City shall waive, release, or otherwise forfeit any possible defense that OPSO or the City may have regarding any claim arising from or made in connection with the operation of the Facility by OPSO or the housing of City Inmates at the Facility without the written consent of the other party to this Agreement, provided that OPSO shall have authority to compromise and settle any claim for monetary consideration only those claims for which OPSO is indemnifying the City. City and OPSO shall preserve all such available defenses and cooperate with each other to make such defenses available for each other's benefit to the maximum extent allowed by law, including any defenses City may have regarding litigation, losses, and costs resulting from claims or litigation pending at the time this Agreement becomes effective, or arising thereafter from occurrences prior to the effective date of this Agreement.

Section 5.04 Insurance. OPSO shall secure and maintain in effect, or shall cause to be secured and maintained, an insurance policy or policies and/or membership in an interlocal risk management agency created by the Louisiana Sheriffs' Association providing coverage against all claims based on violations of the Civil Rights Act arising from the services performed under this Agreement; (ii) coverage to protect against all claims arising from services performed under this Agreement; and (iii) coverage to protect City from actions by third parties against OPSO that may arise as a result of the performance of any obligations under this Agreement. The insurance policy or policies or coverage provided by an interlocal risk management agency required by this Section shall be for not less than any limits of liability specified herein or required by law, whichever is greater, and shall include coverage for liabilities assumed by OPSO under this Agreement. The City shall be named as an additional insured on each such insurance policy.

Section 5.05 Additional Insurance. OPSO shall continuously maintain such accident, general liability, worker's compensation (if applicable), and automobile insurance as required by law to include protecting OPSO, its officers, employees, and agents from and against any and all liability caused by or arising out of any aspect of the operation of the Facility and the furnishing of Detention Services pursuant to this Agreement, including the payment of damages and attorney's fees. OPSO shall provide proof of insurance or risk management coverage to City upon written request of the City.

Section 5.06 Coverage Amounts. The liability insurance and coverage insuring against claims made pursuant to the Civil Rights Act shall be maintained in an amount that is not less than \$1,000,000. The general liability and automotive insurance and coverage shall be maintained in an amount that is not less than \$1,000,000 per person per occurrence and \$1,000,000 per occurrence and an aggregate coverage of \$2,000,000.

ARTICLE SIX **GENERAL PROVISIONS**

Section 6.01 City Liability. To the extent permitted by applicable law, City shall be fully responsible and liable for all suits, claims, damages, losses, or expenses, including reasonable attorney's fees, arising out of the City's performance or nonperformance of its obligations hereunder, and specifically excluding the actual transportation or incarceration of City Inmates by OPSO at City's facility after OPSO has returned and delivered the City Inmate back to the City.

Section 6.02 OPSO Liability. OPSO shall be fully responsible and liable for all suits, claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of OPSO's performance or nonperformance of the services and duties herein stated in regard to the actual transportation, holding, and incarceration of inmates by OPSO.

Section 6.03 Binding Agreement. This Agreement is binding upon the parties hereto and their successors, assigns and representative in accordance with and subject to all the terms and conditions hereof.

Section 6.04 Notices. All notices, demands, and 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 OPSO Ouachita Correctional Center, L.L.C
 Attention: Warden Paul Campbell
 4801 Highway 165 Bypass
 Monroe, LA 71202

To City: City of West Monroe
 Attention: Mayor Staci Albritton Mitchell
 With a copy to City Attorney and Chief of Police
 2305 North 7th Street
 West Monroe, LA 71291

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

Section 6.05 Amendment. This Agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the City.

Section 6.06 Prior Agreements. Except as expressly provided in this Section, this Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein, and no prior agreement or understanding pertaining to any such matter shall be effective.

Section 6.07 Funding Sources. The City represents that it has current funds available sufficient to meet its obligations pursuant to this Agreement through the remainder of this fiscal year and the signature of the City's mayor below certifies that there are sufficient funds from current revenues available to the City to meet its obligations under this Agreement.

Section 6.08 Non-Appropriation of Funds. Notwithstanding anything contained in this Agreement to the contrary, all the financial obligations of the City pursuant to this Agreement are subject to appropriations and, in the event no funds or insufficient funds are appropriated or budgeted therefor, or that current funds are otherwise unavailable in any fiscal period for the payment of the per diem fees, expenses, defenses and amounts due to be paid by the City to OPSO pursuant to this Agreement, the City will immediately notify OPSO or its assignees of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the payments and funds herein agreed upon for which funds shall have so appropriated or budgeted or are otherwise lawfully available for the payment of the fees for services actually rendered by the OPSO. The City further agrees that, after giving notice of such termination, the City shall withdraw all City Inmates from the Facility on the last day for which sufficient funds are available to the City to pay the per diem amounts and fees due to OPSO pursuant to this Agreement. Notwithstanding the foregoing, and to the extent permitted by law, City agrees that it will not cancel this Agreement under the provisions of this Section for any fiscal year in which funds are appropriated to it, or by it, for the intended purpose of paying the per diem fees and amounts due to be paid by the City pursuant to this Agreement. To the fullest extent

permitted by law, this Section will not be construed so as to permit the City to terminate this Agreement in order to acquire the same or similar services, or to acquire the use of similar property, or to allocate funds directly or indirectly to perform essentially the same application and obtain the same services or use of property for which this Agreement is intended.

Section 6.09 City Insurance and Liability. The City shall indemnify and shall defend against, all claims, actions, proceedings, expenses, damages or liabilities, including attorney's fees and court costs arising in connection with the arrest, confinement, housing, transportation or treatment of any City Inmate prior to the time that any such City Inmate shall have been delivered to the Facility for holding pursuant to this Agreement or accepted into the physical custody of the OPSO pursuant to this Agreement or after the City Inmate has been delivered or returned back to the physical custody of the City or its designee. This provision shall continue to be in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination thereof.

Section 6.10 Assignment. OPSO may assign the revenues and payments payable by the City pursuant to this Agreement and/or grant or assign a security interest in this Agreement. Any assignment of this Agreement, except for a security interest, must have the prior written consent of the City. Such consent shall not be unreasonably withheld. Any such assignees shall have all of the rights of OPSO under this Agreement. Subject to the foregoing, this Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assign of the parties hereto. Upon assignment of OPSO's interest herein, OPSO will cause written notice of such assignment to be sent to City which will be sufficient if it discloses the name of the assignee and address to which further payments hereunder should be made.

Section 6.11 Assignment of Contract. All of the terms, covenants, conditions, representations, and agreement in this Agreement shall be binding upon all parties herein and their successors and/or assignees.

Section 6.12 Section Headings. All section headings contained herein are for the convenience for reference only and are not intended to define or limit the scope of any provision of this Agreement.

Section 6.13 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State Louisiana. Venue shall lie exclusively in Ouachita Parish, Louisiana.

Section 6.14 Severability. In the event any one or more of the sections, provisions or clauses contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

Section 6.15 Approvals and Consents. Whenever this Agreement requires or permits approvals or consents to be given or mutual agreements to be reached, the parties agree that such approval or consent shall not be unreasonably withheld, and each party will exert reasonable effort

to reach mutual agreement. Such approval, consent or mutual agreement shall be evidenced in writing and be approved by the authorized officer of OPSO, and the mayor of the City.

Section 6.16 Work Release. The City reserves the right to have City inmates assigned to work release programs administered by the City. Notwithstanding the requirement in Article Two, which requests OPSO use best efforts to house City Inmates separately from convicted felons, OPSO may place City Inmates assigned to the City's work release program to any dorm or facility which houses OPSO's trustees or other work release inmates. OPSO will appropriately screen all inmates and trustees before housing any City Inmate with other trustees and inmates under this Section.

ARTICLE SEVEN **TERMINATION**

Section 7.01. Termination with Cause. The City of West Monroe and OPSO may only terminate this agreement for cause and upon the following conditions:

1. The terminating party must provide written notification to the non-terminating party of at least one-hundred twenty (120) days;
2. The written notification provided in this section must set forth the cause of the termination, including any Sections of this Agreement which the terminating party contends are implicated;
3. The non-terminating party shall have a period of sixty (60) days to dispute and/or remedy the cause(s) identified by the terminating party, and the parties shall negotiate in good faith to resolve the alleged cause(s); and
4. If the parties mutually fail to resolve the causes or any dispute, then the terminating party may elect to proceed with termination for cause at the end of the one-hundred twenty (120) day period.

Nothing in this Section shall be construed to restrict the right of either party to seek a judicial determination concerning whether sufficient cause existed to warrant termination of this Agreement.

Section 7.02 Termination Without Cause The City of Monroe and OPSO may terminate this agreement without cause upon the following conditions:

1. The terminating party must provide written notification to the non-terminating party of at least one-hundred- eighty (180) days;
2. The parties shall identify a suitable jail, prison, or other facility to house the City Inmates, at a reasonable cost, upon termination of the Agreement, and if no suitable

jail, prison, or other facility is identified, then the Agreement will continue in effect until such time as a suitable jail, prison, or other facility is identified;

3. After the identification of such jail, prison, or other facility, the City of West Monroe shall be given sufficient time, which will include any remaining time in the one-hundred eighty (180) period and an additional period not to exceed sixty (60) days, to negotiate any necessary contracts with the new jail, prison, or other facility and arrange for the transport and relocation of City Inmates.
4. For purposes of this Section, the parties agree to work together using good-faith and best efforts to identify a substitute jail, prison, or other facility, and the City of West Monroe will not unreasonably withhold its consent to a substitute jail, prison, or other facility.

**OUACHITA PARISH SHERIFF'S
OFFICE**

By _____
Name: Marc Mashaw
Title: Sheriff

STATE OF LOUISIANA

PARISH OF OUACHITA

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within names _____ who did execute the above and foregoing Contract for Services.

SWORN TO AND SUBSCRIBED BEFORE ME, this ____ day of _____, 2025.

Notary Public

CITY OF WEST MONROE

By: _____
Name: Staci Albritton Mitchell
Title: Mayor, City of West Monroe, LA

STATE OF LOUISIANA

PARISH OF OUACHITA

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within name STACI ALBRITTON MITCHELL who did execute the above and foregoing Contract for Services.

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 2025.

Notary Public