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MAY 10 2005

JACKSON PARISH
POLICE JURY

SPECIFIC AGREEMENT

THIS AGREEMENT is entered into between the Jackson Parish Police Jury and the Jackson Parish Sheriff's Department. The Jackson Parish Police Jury being represented herein by its duly authorized President Dr. Charles Garrett and the Jackson Parish Sheriff's Department being represented herein by Sheriff Andy Brown.

PURPOSE OF AGREEMENT:

The Jackson Parish Sheriff's Department, acting in its legal capacity as "The Law Enforcement District" for Jackson Parish, under the provisions of the Basic Jail Guidelines, will construct a new jail facility on land in Jackson Parish, relieving the Jackson Parish Police Jury of its obligation to furnish the Sheriff with a suitable jail facility.

TERMS OF AGREEMENT:

The length of this agreement will be for a period of ten (10) years and will commence on the date the jail facility is completed and parish prisoners are being incarcerated in the facility. At the end of the ten (10) year agreement the Jackson Parish Police Jury will have the option to renegotiate the terms of this agreement with the Jackson Parish Sheriff's Department.

The Jackson Parish Police Jury will agree to pay the Jackson Parish Sheriff's Department, upon completion of its new jail facility for each parish prisoner incarcerated, a per diem of \$23 (twenty-three dollars) a day per prisoner to house up to thirty (30) parish prisoners. When capacity in the new facility reaches over thirty (30) parish prisoners the Jackson Parish Police Jury agrees to pay the Jackson Parish Sheriff's Department a per diem of \$18 (eighteen dollars) a day per prisoner for every parish prisoner exceeding thirty (30) parish prisoners. The Jackson Parish Sheriff's Department shall be responsible for providing each prisoner with needed jail clothing, toilet articles, food and legal materials (including a law library).

The Jackson Parish Police Jury agrees to continue to pay all medical (including dental) and pharmaceutical cost of parish prisoners being detained in the new facility constructed and operated by the Jackson Parish Sheriff's Department.

The Jackson Parish Sheriff's Department agrees to furnish and operate a new jail facility relieving the Jackson Parish Police Jury of its obligation to furnish the Sheriff with a jail facility.

The Jackson Parish Sheriff's Department relieves the Jackson Parish Police Jury of any obligations concerning construction, land purchase or maintenance of the new jail facility.

The Jackson Parish Sheriff's Department agrees that all male adult parish prisoners will be incarcerated in the new facility. No male adult parish prisoner will be transferred out of the parish to be incarcerated in another facility unless ordered by the Court.

The Jackson Parish Sheriff's Department will bill the Jackson Parish Police Jury on a monthly basis for the per diem on all parish prisoners incarcerated in the new facility.

The Jackson Parish Sheriff's Department will hold the Jackson Parish Police Jury harmless for any and all liability to prisoners, employees or other persons arising or said to arise out of any condition or alleged defect of the new jail facility or its operation.

The Jackson Parish Sheriff's Department will have the responsibility of transporting any prisoners incarcerated in the new jail facility to the Jackson Parish Courthouse when the prisoner's presence is required for courtroom proceedings.

The Jackson Parish Sheriff's Department reserves the right to furnish a new jail facility, by means of private company or as deemed necessary for funding to undertake this building project.

CONDITIONS:

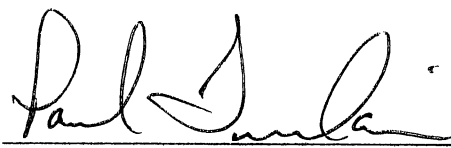
This agreement is entered into between the parties with the anticipation of the Jackson Parish Sheriff's Department furnishing and operating a new jail facility located in Jackson Parish and upon funding and continued funding to the Jackson Parish Sheriff's Department by the Jackson Parish Police Jury for the payment of incarcerating male prisoners in a new jail facility.

The above and foregoing constitutes the entire agreement between these parties.

THUS DONE AND SIGNED, at Jonesboro, Louisiana, this 10th day of May, 2005.

WITNESSES:





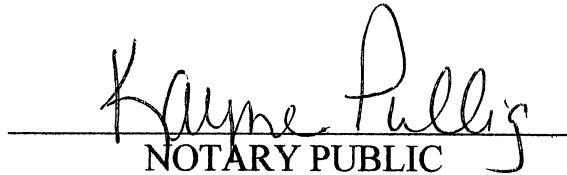


DR. CHARLES GARRETT, PRESIDENT
JACKSON PARISH POLICE JURY



ANDY BROWN, SHERIFF
JACKSON PARISH SHERIFF'S DEPT.

Sworn to and subscribed before me this 10th day of May, 2005.



NOTARY PUBLIC

KAYNE PULLIG
NOTARY ID # 057973
JACKSON PARISH, LOUISIANA
MY COMMISSION IS FOR LIFE