INTERLOCAL COOPERATION AGREEMENT

This agreement is made by and entered into between Kaufman County, Texas (hereinafter "Kaufman County") and Freestone County, Texas (hereinafter "Freestone County") on the date indicated below.

WHEREAS, Freestone County is seeking to provide for the housing and care of certain inmates incarcerated or to be incarcerated in its jail, and

WHEREAS, Kaufman County currently has the jail capacity and the ability to provide housing and care for such inmates, and

WHEREAS, both parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperative Agreement for such detention services pursuant to Chapter 791 of the Government Code (Vernon's 1992) (formerly Article 4413(32c), Tex. Rev. Civ. Stat.) and

WHEREAS, Freestone County and Kaufman County desire to enter into an agreement pursuant to which Kaufman County will provide housing and care for certain inmates incarcerated or to be incarcerated in the Freestone County jail.

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, the parties hereto mutually agree as follows:

ARTICLE I

DETENTION SERVICES

1.01.1 HOUSING AND CARE OF INMATES: Kaufman County agrees to accept and provide for the secure custody, care and safekeeping of inmates of Freestone County in accordance with state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards. Kaufman County shall provide housing, care, meals and routine medical services for such inmates on the same basis as it provides for its own jail subject to the term and conditions of this agreement.

1.01.2 MEDICAL SERVICES: The per day rate under this agreement covers only routine medical services such as on-site sick call (when provided by on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies. The per day rate does not cover medical/health care services provided outside of Kaufman County's facility or by other than facility staff, prescription drugs and treatments, or surgical, optical and dental care, and does not include the costs associated with any hospitalization of an inmate. Freestone County shall pay Kaufman County an amount equal to the amount Kaufman County is required to expend for medical services other than those routine medical services provided for by the per day rate. When it becomes necessary for an inmate to be hospitalized, Kaufman County shall contact Freestone County through its Sheriff or designated representative, as soon as possible to inform Freestone County 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.

Kaufman County shall submit invoices for such medical services along with its regular monthly billing for detention services and such invoices shall be paid on the same terms as the regular monthly billing.

It is understood and agreed that if the hospitalization of an inmate is to be for a duration of more than 24 hours or the cost of any medical care or hospitalization is to exceed $2,000.00, Kaufman County has the right to arrange for the hospital or health care provider to bill Freestone County directly or the costs of the hospitalization and/or medical care, rather than Kaufman County paying the costs and billing the same to Freestone County. If the hospital or health care provider refuses to bill Freestone County directly, Freestone County shall reimburse Kaufman County for such costs within forty-five (45) business days of receipt of an invoice from Kaufman County, therefore, which invoice may be delivered personally, by facsimile, by mail or by other reliable courier.

1.01.3 MEDICAL INFORMATION: Freestone County shall provide Kaufman County with medical information for all inmates sought to be transferred to Kaufman County's facility under this Agreement, including information regarding any special medication, diet, or exercise regiment applicable to each inmate.

1.01.4 TRANSPORTATION AND OFF-SITE SECURITY: Freestone County is responsible for the transportation of its inmates to Kaufman County's facility. Freestone County is responsible for the transportation of inmates to Freestone County's facility. Kaufman County agrees to provide non-ambulance transportation for inmates to and from local off-site medical service providers. Transport to off-site medical service providers not located locally is the sole responsibility of Freestone County. Ambulance transportation (including emergency, flight, etc.) is not covered by the per day rate and will be billed along with the regular monthly billing submitted to Freestone County by Kaufman County.

Kaufman County will provide stationary guard services as requested or required by the circumstances or by law for inmates admitted or committed to a local off-site medical facility. Freestone County shall compensate Kaufman County for the actual cost of said guard services, which shall be billed by Kaufman County along with the regular monthly billing for detention services.

Freestone County shall be responsible for the transportation of its inmates to and from court proceedings and hearings.

Freestone County is responsible for the transport of its inmates from Kaufman County's facility to the Texas Department of Criminal Justice, Institutional Division.

1.02 SPECIAL PROGRAMS: The per day rate set out in this agreement only covers basic custodial care and supervision and does not include any special educational, vocational, or other programs. The parties may agree by a written amendment to this agreement, or by separate agreement, for the provision of special programs for the consideration and under the terms mutually agreed to by the parties.

1.03 LOCATION AND OPERATION OF FACILITY: Kaufman County shall provide the detention services described herein at the Kaufman County Law Enforcement Center in Kaufman, Texas.

ARTICLE II

FINANCIAL PROVISIONS

2.01 PER DIEM RATE: The per diem rate for detention services under this agreement is sixty dollars ($60.00) per man-day. This rate covers one inmate per day. Any portion of any day shall count as a man-day under this agreement, except that Freestone County may not be billed for two days when an inmate is admitted one evening and removed the following morning. In that situation, Kaufman County will bill for the day of arrival, but not for the day of departure.

2.01.1 BILLING PROCEDURE: Kaufman County shall submit an itemized invoice for the services provided each month to Freestone County, in arrears, invoices will be submitted to the officer of Freestone County designated to receive the same on behalf of Freestone County. Freestone County shall make payment to Kaufman County within thirty (30) days after receipt of the invoice. Payment shall be in the name of Kaufman County, Texas and shall be remitted to:

Ms. Brandi Van Huss
County Auditor
Kaufman County Annex
100 N. Washington Street
Kaufman, Texas 75142

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of 10% or the maximum legal rate applicable thereto, which shall be a contractual obligation of Freestone County under this agreement. Freestone County further agrees that Kaufman County be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this agreement.

ARTICLE III

TERMS OF AGREEMENT

3.01 PRIMARY TERM: 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.

3.02 RENEWALS: This agreement may be renewed annually by mutual agreement of the parties. In the event that the parties seek to renew this agreement at the end of the primary term or any renewal period, the per diem rate for detention services shall be at the rate negotiated by the parties for such renewal period. The term, conditions, and rates with regard to any renewal period shall be as mutually agreed between the parties, and as approved by the Commissioner's Courts of the respective parties.

3.03 TERMINATION: This agreement shall terminate at the end of the primary term or of any renewal term unless renewed pursuant to Section 3.02. In addition, this agreement may be terminated upon thirty (30) days written notice by either party delivered to the officer specified herein by the other party to receive notices. This agreement will likewise terminate upon the happening of an event that renders performance hereunder by Kaufman County impracticable or impossible, such as severe damage to or destruction of the facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any Freestone County's inmates.

ARTICLE IV

ACCEPTANCE OF INMATES

4.01 COMPLIANCE WITH LAW: Nothing herein shall create any obligation upon Kaufman County to house Freestone County's inmates where the housing of said inmates will, in the opinion of the Kaufman County Sheriff, raise the population of the facility above permissible numbers of inmates allowed by law, or will, in the Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of the inmates housed at the facility. At any time that the Kaufman County Sheriff determines that a condition exists at the Kaufman County facility necessitating the removal of the Freestone County's prisoners, or any specified number thereof, Freestone County shall, upon notice by the Kaufman County Sheriff to the Sheriff of Freestone County, immediately (within eight (8) hours) remove said prisoner from the facility.

4.02 ELIGIBILITY FOR INCARCERATION AT FACILITY: The only inmates of Freestone County eligible for incarceration are those inmates eligible for incarceration in the facility in accordance with the state standards under both the Texas Jail Commission approved custody assessment in place at Freestone County's jail and pursuant to the custody assessment system in place at the Kaufman County facility.

All inmates proposed by Freestone County to be transferred to the Kaufman County under this agreement must meet the eligibility requirements set forth above. Kaufman County reserves the right to review the inmates' classification/eligibility, and the right to refuse to accept any inmate that it does not believe to be properly classified as a non-high risk inmate. Furthermore, if an inmate's classification changes while incarcerated at Kaufman County's facility, Kaufman County reserves the right to demand that Freestone County remove that inmate and replace said inmate with a non-high risk inmate of Freestone County.

4.03 RESERVATION WITH REGARD TO ACCEPTANCE OF CONTINUED INCARCERATION OF INDIVIDUAL INMATES: Kaufman County reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to the Kaufman County facility and Freestone County shall cooperate with and provide information requested regarding any inmate by the Kaufman County Sheriff. Kaufman County reserves the right to refuse any acceptance of any prisoner of Freestone County. Likewise, if any inmate's behavior, medical or psychological condition, or other circumstances of any adverse changes reasonable concern to the Kaufman County Sheriff, Freestone County will be requested to remove said inmate from the facility and shall do so immediately (within eight (8) hours) upon

the request of the Kaufman County Sheriff. Inmates may also be required to be removed from the facility when their classification changes for any purpose, including long-term medical segregation.

4.04 INMATE SENTENCES: Kaufman County shall not be in charge of or responsible for the computation or processing of inmate's time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. All such computations and recordkeeping shall continue to be the responsibility of Freestone County. It shall be the responsibility of Freestone County to notify Kaufman County of any discharge date for an inmate at least ten (10) days before such date. Kaufman County will release inmates of Freestone County only when such release is specifically requested in writing by the Sheriff of Freestone County. However, it is agreed that the preferred usual course of dealing between the parties shall be for Freestone County to return inmates to Freestone County facility shortly before their discharge date, and for Freestone County to discharge the inmate from its own facility. Freestone County accepts all responsibility for the calculations and determinations set forth above and for giving Kaufman County notice of same, and to the extent allowed by law, shall indemnify and hold Kaufman County harmless for all liability or expenses of any kind arising therefrom. Freestone County is responsible for all paperwork, arrangements, and transportation for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.

ARTICLE V

MISCELLANEOUS

5.01 BINDING NATURE OF AGREEMENT: This agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives.

5.02 NOTICE: All notices, demands or 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 Contractor: Kaufman County
Attn: Kaufman County Judge
100 West Mulberry
Kaufman, Texas 75142

To County: Freestone County
Attn: Freestone County Judge
118 East Commerce Street, Rm. 205
Fairfield, Texas 75840

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.

5.03 AMENDMENTS: 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 commissioners' courts of the respective parties hereto.

5.04 PRIOR AGREEMENTS: This agreement contains all of the agreement and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.

5.05 CHOICE OF LAW AND VENUE: The law which shall govern this agreement is the law of the State of Texas. All consideration to be paid and matters to be performed under this agreement are payable and performable in Kaufman, Kaufman County, Texas and venue of any dispute or matter arising under this agreement shall lie in a district court of Kaufman County, Texas.

5.06 APPROVALS: This agreement must be approved by the Commissioners Court of Freestone County and the Commissioners Court of Kaufman County in accordance with the Interlocal Cooperation Act.

5.07 FUNDING SOURCE: Freestone County must pay all amounts due under this agreement from current revenues available to it in accordance with the Interlocal Cooperation Act. The signature of the Freestone County Auditor below certifies that there are sufficient funds from current revenues available to Freestone County to meet its obligations under this agreement.

Signature and Execution:

FREESTONE COUNTY, TEXAS

By: _____
Lloyd L. Lane
Freestone County Judge (As authorized and Approved by the Freestone County Commissioners Court by Order Dated

_____)

Date Signed: December 17, 2025

_____
Freestone County Auditor

_____
Freestone County Sheriff

KAUFMAN COUNTY, TEXAS

By: _____
Jakie Allen
Kaufman County Judge (As authorized and Approved by the Kaufman County Commissioners Court by Order Dated

_____)

Date Signed: _____

_____
Kaufman County Auditor

_____
Kaufman County Sheriff

Date Approved: 12-12-2025

ATTEST:

Renee Gregory
Freestone County Clerk

Kaufman County Commissioners

Terry Crow, Commissioner Precinct 1

Skeet Phillips, Commissioner Precinct 2

Kelly Lane, Commissioner Precinct 3

Tommy Moore, Commissioner Precinct 4

Freestone County Commissioners

Andy Bonner
Andy Bonner, Commissioner Precinct 1

Will McSwane, Commissioner Precinct 2

Date Approved: _____

ATTEST:

_____
Kaufman County Clerk

Richard McGowan, Commissioner Precinct 3

Clyde Ridge Jr. , Commissioner Precinct 4

COMMISSIONERS COURT FREESTONE COUNTY, TEXAS

FILED FOR RECORD
At 9 ,o'clock A M

DEC 17 2025

RENEE GREGORY
Clerk County Court, Freestone County, Texas
By Renee Gregory