

INTERLOCAL COOPERATION AGREEMENT

BETWEEN THE COUNTY OF DELTA AND THE COUNTY OF HOPKINS FOR THE PROVIDING OF LAW ENFORCEMENT DISPATCHING SERVICES, 911 PUBLIC SAFETY ANSWERING POINT (PSAP) SERVICES, AND THE HOUSING OF JAIL INMATES AND THE USE OF THE DELTA COUNTY JAIL FACILITY BY THE COUNTY OF HOPKINS FOR THE HOUSING OF JAIL INMATES

This INTERLOCAL COOPERATION AGREEMENT, hereinafter referred to as the "Agreement" is made and entered into on the last date herein written (hereinafter referred to as the "Effective Date", by and between the County of Delta, a political subdivision of the State of Texas, hereinafter referred to as "Delta County", and the County of Hopkins, a political subdivision of the State of Texas, hereinafter referred to as "Hopkins County". Hopkins County and Delta County may hereafter be referred to singularly as a "Party" or collectively as the "Parties". This agreement is entered into by the Parties, through the governing body of the parties, hereinafter referred to as the "Commissioners' Court", pursuant to the authority granted under the Interlocal Cooperation Act, Texas Government Code Chapter 791.

WITNESSETH

Whereas, Delta County is seeking to provide for the housing and care of certain jail inmates of Delta County; and

Whereas, Hopkins County currently has the excess capacity and the ability to provide housing and care for such jail inmates of Delta County at the Hopkins County Jail facility, hereinafter referred to as the "Hopkins County Jail"; and

Whereas, the Hopkins County Jail facility is located at 298 Rosemont Street, Sulphur Springs, Texas 75482; and

Whereas, Delta County, after evaluating the current jail inmate housing capacity, has determined that it is financially beneficial and more operationally efficient to enter into this Agreement with Hopkins County to lease the Delta County Jail facility, hereinafter referred to as the "Delta County Jail", to Hopkins County for the purpose of providing additional capacity to Hopkins County for the housing and care of such inmates in the custody of Hopkins County or Delta County, or through other agreement(s) entered into by Hopkins County for inmate housing; and

Whereas, the Delta County Jail facility is located at 200 West Bonham Avenue, Cooper, Texas 75432; and

Whereas, the Parties desire to enter into this Agreement pursuant to which Hopkins County will provide inmate detention services for inmates of Delta County at the jail owned,

operated, and managed by Hopkins County or at the jail owned by Delta County but operated and managed by Hopkins County under the terms and provisions of this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated herein, the parties agree as follows:

ARTICLE I PURPOSE

- 1.01** The purpose of this Agreement is to establish the terms and conditions under which Hopkins County will provide Delta County detention services for Delta County inmates at the Hopkins County Jail, which is owned, operated, and managed by Hopkins County, and at the Delta County Jail, which is owned by Delta County, but operated and managed by Hopkins County herein by the terms and conditions under this Agreement.

Furthermore, the purpose of this Agreement is also to establish the terms and conditions under which Hopkins County will lease the Delta County Jail facility, hereinafter referred to as the "Delta County Jail", to Hopkins County for the purpose of providing additional capacity to Hopkins County for the housing and care of such inmates in the custody of Hopkins County or Delta County, or through other agreement(s) entered into by Hopkins County for inmate housing. This Agreement also establishes the terms and conditions under which Hopkins County will provide law enforcement dispatching services and 911 Public Safety Answering Point (PSAP) services for Delta County.

ARTICLE II TERM

- 2.01** The term, hereinafter referred to as "Term", of this Agreement shall commence on July 1, 2025 or soon thereafter, herein the effective Date, and shall terminate on September 30, 2026. Delta County and Hopkins County may mutually agree, by action of their respective Commissioners' Courts, to renew this Agreement for five (5) additional five (1) year terms and up to two (2) additional two (2) year terms thereafter. The renewal period may commence on October 1, 2026 and, if fully exercised, shall terminate no later than September 30, 2035. This Agreement shall renew automatically upon the expiration of the current term unless either Party provides the other Party with written notice of its intent not to renew, delivered at least three-hundred sixty-five (365) days prior to the expiration of the then-current term.
- 2.02** Notwithstanding Article II, Section 2.01 hereof, this Agreement will terminate in the event sufficient funds are not appropriated by the Delta County Commissioners' Court to meet Delta County's fiscal obligations herein, or if sufficient funds are not appropriated by the Hopkins County Commissioners' Court to meet Hopkins County's service and financial obligations agreed herein in any fiscal year. In such an event, the terminating party

agrees to give the non-terminating party one-hundred and eighty (180) days written notice of its intention to terminate.

- 2.03** The parties hereby agree that, notwithstanding any other language to the contrary herein, either Hopkins County or Delta County may terminate this agreement, by action of the respective Commissioners' Court, with or without cause by giving to the other party one-hundred and eighty (180) days written notice of its intention to terminate.

ARTICLE III DESIGNATED REPRESENTATIVES

- 3.01** Delta County hereby appoints Marshall Lynch, County Sheriff of Delta County, Texas, or his successor, as its designated representative under this Agreement.
- 3.02** Hopkins County hereby appoints Lewis Tatum, County Sheriff of Hopkins County, Texas, or his successor, as its designated representative under this Agreement.
- 3.03** A party may change its designated representative(s) at any time by providing the other parties with written notice of the change pursuant to Article X, Section 10.01 herein below.

ARTICLE IV OBLIGATIONS

- 4.01** Hopkins County agrees to accept and provide for the secure custody, care, and safekeeping of inmates in the custody of Delta County, in accordance with state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards. The parties agree that any inmate of Delta County shall be eligible for incarceration at the Hopkins County Jail facility or Delta County Jail facility under this Agreement provided that the incarceration of such inmate is in accordance with the standards of the Texas Commission on Jail Standards' (TCJS) approved custody assessment system in place at the Hopkins County jail. Delta County does not guarantee a minimum number of inmates to be housed at either the Hopkins County Jail facility or the Delta County Jail facility under this Agreement. Furthermore, Hopkins County understands and agrees that Hopkins County has the responsibility to house Delta County inmates under the terms of this agreement and accepts responsibility to provide such housing upon receiving the Delta County jail inmate from the custody of a commissioned peace officer.
- 4.02** Hopkins County shall provide satisfactory housing, care, meals, and medical services for such Delta County inmates, at both the Hopkins County jail facility or the Delta County Jail facility, on the same basis as it provides for its own inmates confined in the Hopkins County Jail under the custody of Hopkins County, subject to the terms and conditions of this Agreement and in conformity with the applicable and current minimum standards

published by the Texas Commission on Jail Standards. Routine medical services provided to Delta County inmates shall also be in accordance with the Hopkins County Health Services Plan for Hopkins County inmates as required by Texas Administrative Code, Title 37, Part 9, Chapter 273, Rule 273.2.

4.03 Hopkins County agrees to and acknowledges that Hopkins County is responsible for the transportation of Delta County inmates in custody at either the Delta County jail facility and the Hopkins County Jail facility, or any other facility in which a Delta County jail inmate is being held or incarcerated, including but not limited to the transportation of inmates to and from court proceedings, hearings, and appearances, transportation of inmates to Texas Department of Criminal Justice (TDCJ) - Institutional Division facilities for confinement, transportation of Delta County inmates to receive healthcare services at the appropriate healthcare facility, clinic, or hospital, and transportation of inmates to and from either the Hopkins County Jail facility or the Delta County Jail facility for any purpose, including non-routine medical services not covered by this Agreement, as provided in Article IV, Section 4.06 herein below.

4.04 Hopkins County agrees to provide reasonable medical services to inmates of Delta County only as follows:

- a) Hopkins County shall ensure that and/or provide routine medical services to inmates of Delta County in the Delta County Jail facility, the Hopkins County Jail facility, or any other facility in which Delta County inmates are being incarcerated, including on-site sick call (provided by on-site Hopkins County healthcare staff) and non-prescriptive, over-the-counter, non-legend, and routine medications and medical supplies; and
- b) Hopkins County shall provide non-routine medical services to inmates of Delta County in the Delta County Jail facility, the Hopkins County Jail facility, or any other facility in which Delta County inmates are being incarcerated, which are necessitated by an emergency or by a life-threatening medical condition or situation, including that of which ambulance transport via ground transportation or flight transportation is necessary. Both parties acknowledge and accept that the costs incurred by the rendering of the medical services, including interventions, medical transportation via ambulance, medication, and healthcare procedures and services is the responsibility of Delta County. Furthermore, both parties further acknowledge and accept that the costs incurred and/or associated with the personnel and/or detention staff deployed by Hopkins County to monitor and ensure the safekeeping and custody of the Delta County inmate that is undergoing medical care is the responsibility of Hopkins County subject to the terms and conditions of this Agreement.

In the event an inmate of Delta County requires medical services other than those described in subparagraph a) hereinabove, including but not limited to dental, optical,

mental health or psychiatric care or services, prescription drugs and non-routine treatments, Hopkins County agrees to contact Delta County's designated representative to advise the designated representative of the following:

- i. The identity of the Delta County inmate;
- ii. The type or scope of the medical service, treatment, or medication that the Hopkins County qualified medical staff and/or qualified medical or healthcare professional who is responsible for the care of the Delta County inmate has determined that the Delta County inmate requires;
- iii. Any services or treatments the Delta County inmate has received while in custody that is related to the illness or condition for which Hopkins County is contacting Delta County's designated representative;
- iv. A contact name, the title of said person, and contact information, including telephone number and email address, of the representative with Hopkins County that determined the medical service(s), treatment(s), procedure(s), and/or medication(s) that are necessary for the Delta County inmate; and
- v. The arrangements which have been made to transport the Delta County inmate to the appropriate healthcare facility, clinic, or hospital to receive the medical service(s), treatment(s), procedure(s), and/or medication(s) that are determined to be necessary for the Delta County inmate.

In addition, should a Delta County inmate require hospitalization for any reason at a non-Hopkins County Jail facility, Hopkins County shall provide Delta County with the information required in the terms "i" through "v" hereinabove, as well as a contact name, title and/or position, email address, and telephone number for a representative at the medical facility responsible for the treatment and care of the Delta County inmate that is familiar with the Delta County inmate's condition. Hopkins County shall submit invoices for such medical services with its regular monthly billings to the County Treasurer of Delta County, Texas, or his/her authorized designee, for detention services, and such invoices shall be paid on the same terms as the regular monthly billings. Hopkins County reserves the right to arrange for the hospital or healthcare provider to bill Delta County directly for the cost of the hospitalization and/or medical care, including the service(s), treatment(s), procedure(s), and/or medication(s), rather than Hopkins County paying the aforementioned costs and subsequently billing the same to Delta County. If the hospital or healthcare provider refuses to bill Delta County directly, Delta County shall reimburse Hopkins County for such cost within forty-five (45) business days of receipt of an invoice from Hopkins County therefore, which invoices may be delivered personally, via facsimile, via email, via mail, or by any other reliable courier.

- 4.05** Both parties agree that the detention services to be provided under this Agreement included only the basic custodial care and supervision; special education, vocational, or other programs are not required under this Agreement. This does not limit the authority or discretion of the Hopkins County Jail staff from offering or assigning special education, vocational, or other programs to Delta County inmates. Furthermore, this does not limit the authority of Delta County inmates to be assigned to trustee program(s) or roles in the Delta County Jail facility or the Hopkins County Jail facility, including vocational programs, work programs, inmate/trustee labor assignments, or other programs as deemed appropriate by the Hopkins County Jail staff. The Hopkins County Jail staff shall notify the designated representative of Delta County and the County Sheriff of Delta County, if the Sheriff is not the designated representative, of Delta County inmates being assigned to participate in the aforementioned program(s). Furthermore, the Hopkins County Sheriff agrees to coordinate and cooperate with the Delta County Sheriff to provide inmate labor, when available, to the Delta County Sheriff for labor or project(s) within Delta County.
- 4.06** Both parties acknowledge and agree that the Delta County Jail facility will remain an operational booking and receiving facility throughout the term(s) of this Agreement, subject to the terms and conditions of this Agreement. Hopkins County acknowledges and agrees to maintain the appropriate systems, capabilities, capacity, and personnel to ensure that the Delta County Jail facility remains capable of receiving inmates from law enforcement custody for incarceration by Delta County law enforcement personnel or agencies; Delta County law enforcement personnel and/or agencies includes but is not limited to law enforcement personnel employed by a municipality, county, state, federal government, or any other political subdivision, including independent school districts, with jurisdiction to enforce the laws of the State of Texas and/or provide law enforcement services within Delta County, including any municipality or other political subdivision thereof. Furthermore, Hopkins County acknowledges and agrees that Delta County law enforcement personnel or agencies will retain the capability and capacity to transport inmates in law enforcement custody to the Delta County Jail facility where Hopkins County detention staff will performing booking procedures of the Delta County inmate, consistent with the booking procedures utilized by Hopkins County at other detention facilities operated by Hopkins County, including the procedures, processes, rules, and guidelines used at the Hopkins County Jail. Hopkins County acknowledges and agrees to provide all information, documents, electronic files, surveillance footage, photographs, personal belongings, miscellaneous items, evidence, or any other item to Delta County law enforcement personnel or agencies when requested. Hopkins County agrees to provide Delta County law personnel with access to Delta County inmates in the custody of Hopkins County at either the Delta County Jail facility or the Hopkins County Jail facility for the purposes of conducting interviews and a suitable environment to conduct the interview without disrupting or hindering the successful conducting of such interview.

- 4.07** Hopkins County shall ensure that Delta County inmates are able to participate in Zoom, or any other video tele-conferencing platform or software, court proceedings, hearings, or appearances as ordered, subpoenaed, determined, or requested by a Court having jurisdiction of legal matters pertaining to the incarcerated Delta County inmate.
- 4.08** Hopkins County reserves the right for Hopkins County to review the background of inmates sought to be transferred to the custody of Hopkins County at any detention facility operated by Hopkins County, including but not limited to the Delta County Jail facility and the Hopkins County Jail facility. Delta County agrees to cooperate with and provide information reasonably requested regarding any such inmate.
- 4.09** Hopkins County further agrees that should a Delta County inmate be injured while in the custody of Hopkins County and being housed at any detention facility operated by Hopkins County, including but not limited to the Delta County Jail facility and the Hopkins County Jail facility, that Hopkins County will, within ten (10) days, notify Delta County of said injury and provide Delta County with copies of all incident reports, footage, medical records, or any other document or file related to the injury and/or incident.
- 4.10** Both parties acknowledge and accept that Hopkins County is responsible for all operational and administrative matters pertaining to the operation of the jail facility at the Delta County Jail facility, including but not limited to the following:
- a. The safekeeping of inmates, including but not limited to providing the appropriate level of detention, nutrition, medical care, and sanitary conditions;
 - b. Maintaining adequate staffing levels with personnel meeting at least the minimum training qualifications or certifications to serve as a detention officer, otherwise known as a jailer, with the responsibility of the safekeeping of inmates in custody at any detention facility operated by Hopkins County, including but not limited to the Delta County Jail facility and the Hopkins County Jail facility;
 - c. Investigating and resolving non-criminal personnel issues;
 - d. Maintaining compliance with the applicable rules, laws, and standards promulgated and regulated by the Texas Commission on Jail Standards or any other regulatory body or agency;
 - e. Maintaining documents and files in accordance with the applicable retention schedule and/or laws;
 - f. Transportation of Delta County inmates in accordance with Article IV, Sections 4.03 and 4.04 contained herein this Agreement;
 - g. Providing daily Delta County inmate population reports to the designated Delta County recipients;
 - h. Ensuring the safety and security of the staff and inmates incarcerated in the Delta County Jail facility;
 - i. Provide Delta County staff with access to audio recordings of non-confidential, unrestricted inmate telephone calls;
 - j. Maintaining peace and order within the Delta County Jail facility; and

- k. Providing the commissary services, inmate visitation arrangements, and inmate phone services to Delta County inmates incarcerated at any detention facility operated by Hopkins County, including but not limited to the Delta County Jail facility and the Hopkins County Jail facility.

Both parties acknowledge and accept that Delta County is responsible for the following matters pertaining to the operation of the jail facility at the Delta County Jail facility, including but not limited to the following:

- a. Maintaining all utility services to the Delta County Jail facility, including but not limited to cable television, internet, telephone, electricity, water, and gas;
- b. Performing any necessary repairs or preventative maintenance to the Delta County Jail facility;
- c. Maintaining backup power redundancies and sources at the Delta County Jail facility;
- d. Providing available drawings, specifications, or blueprints of the Delta County Jail at the request of the Texas Commission on Jail Standards, Hopkins County, or any other regulatory agency;
- e. Providing all relevant documentation required to incarcerate the Delta County inmate, including but not limited to probable cause affidavits, warrant copies, and court documents regarding the arraignment or magistration of the inmate, to the Hopkins County detention staff regarding the incarceration of a Delta County inmate into a Hopkins County detention facility, including but not limited to the Delta County Jail facility or the Hopkins County Jail facility; and
- f. Providing for the future expansion of the Delta County Jail facility to a detention facility capable of housing at least forty-eight (48) inmates.

4.11 Hopkins County, subject to the Texas Constitution, the Texas Tort Claims Act, and other applicable state statutes, shall be fully responsible and liable for all suits, claims, losses, and expenses including reasonable attorney fees, arising out of Hopkins County's performance or nonperformance of the services and duties herein stated, but only in regard to the actual holding and incarceration of prisoners by Hopkins County in a Hopkins County detention facility, including but not limited to the Delta County Jail facility or the Hopkins County Jail facility, and including the transfer of prisoners to and from the appropriate detention facility unless the inmate is being transported by a Delta County employee or staff member.

4.12 Hopkins County agrees to ensure that a Delta County magistrate is able to magistrate Delta County inmates in a suitable, safe environment, and within the timeframe required by law. Furthermore, Hopkins County agrees to perform all processes, procedures, and services necessary to successfully book a Delta County inmate into a Hopkins County detention facility, including but not limited to the Delta County Jail facility or the Hopkins County Jail facility. The processes, procedures, and services include, but is not limited to:

- a. Fingerprinting and reporting to the appropriate database, including the Texas Crime Information Center (TCIC) and the National Crime Information Center (NCIC);
- b. Processing bond(s);
- c. Reporting the incarceration of certain Delta County inmates to the appropriate parties, agency, department, or entity, when required, including but not limited to victim notifications as required by law, the Texas Board of Pardons and Paroles when required, the 8th Judicial Community Supervision and Corrections Department, and any agency with an active arrest warrant(s) for the Delta County inmate; and
- d. Processing the appropriate release of said Delta County inmate when required by court order, posting of sufficient bond, or by order of a party with the authority to order the lawful release of said Delta County inmate.

4.13 Both parties acknowledge and accept that Hopkins County is responsible for all law enforcement dispatching services and 911 Public Safety Answering Point (PSAP) services for Delta County, including but not limited to the following:

- a. The maintenance of a 911 Public Safety Answering Point (PSAP) facility with appropriate staffing levels and continuous coverage;
- b. Answering and processing in a timely and efficient manner the emergency and non-emergency requests for services from Delta County citizens utilizing the non-emergency phone lines or the 911 system, and then dispatching the appropriate resources or transferring to the appropriate agency or entity;
- c. Transferring request for fire or EMS services from 911 or non-emergency phone line callers to the Hopkins County EMS Communications Center for the dispatching of the appropriate fire or EMS resources;
- d. Maintaining adequate staffing levels with personnel meeting at least the minimum qualifications or certifications to serve as a law enforcement dispatcher or 911 telecommunicator in the State of Texas;
- e. Dispatching Delta County law enforcement personnel and/or agencies, as defined by Article IV, Section 4.06, to calls for services, both emergency and non-emergency;
- f. Maintaining radio, telephone, and electronic communications with Delta County law enforcement personnel and/or agencies;
- g. Performing administrative tasks for Delta County law enforcement personnel and/or agencies, including but not limited to criminal history inquiries, driver's license inquiries and records checks, vehicle registration or license plate inquiries and records checks, confirming arrest warrants, providing contact information for reporting parties, providing information to appropriate Delta County law enforcement personnel and/or agencies necessary for the resolution of an incident, request for service, or inquiry by a citizen or complainant;

- h. Referring citizen complaints or compliments received via telephone call to the Sheriff of Delta County, or his/her designee, for follow-up by Delta County. If the compliment or complaint is received during normal operating business hours for the Delta County Sheriff's Office's administrative staff, including the Sheriff and Chief Deputy, the dispatcher will attempt to connect the caller to the Sheriff or Chief Deputy, or their designee;
- i. Maintaining records of and providing information when requested in a timely manner to Delta County pertaining to the calls for services initiated for Delta County law enforcement personnel and/or agencies, including but not limited to the information regarding various times, reporting party information, information regarding the details of the call, incident, inquiry, or information provided by the reporting party, the location of the incident, information provided, or the reporting party, and any documents, audio or video recordings, or information required to be retained by applicable laws, statutes, or retention schedules;
- j. Maintaining all required certifications and designations required to operate as a Public Safety Answering Point (PSAP);
- k. Transitioning Delta County to the Computer-Aided Dispatch (CAD) system currently operated by Hopkins County to ensure interoperability or operate the current Delta County Computer-Aided Dispatch (CAD) system without requiring Delta County to transition to the Hopkins County vendor or software; and
- l. Emailing the appropriate person with information regarding routine, non-emergency calls, inquiries, or requests for information received by the Hopkins County dispatch center for Delta County law enforcement personnel or employees.

Both parties acknowledge and accept that Delta County is responsible for the following matters pertaining to law enforcement dispatching services and 911 Public Safety Answering Point (PSAP) services provided by Hopkins County for Delta County, including but not limited to the following:

- a. Maintaining all required certifications and designations required to operate as a Public Safety Answering Point (PSAP) at the Delta County Jail facility as a backup PSAP and Dispatch Center should the need arise;
- b. Ensuring that Delta County law enforcement agencies, including the Delta County Sheriff's Office, Delta County Constable's Office, Delta County Fire Marshal's Office, and the Delta County Office of Emergency Management have portable and mobile radios that are operational and have the ability to maintain interoperable communications with other law enforcement agencies and the dispatch center;
- c. Maintaining backup power redundancies and sources at the Delta County Jail facility;
- d. Maintaining radio infrastructure, including radio tower site, radio repeater systems, backup generator power sources at all communications tower sites, and

any other infrastructure necessary to operate a P25-compliant VHF digital public safety radio system;

- e. Providing Hopkins County with all radio frequencies used by Delta County law enforcement personnel and/or agencies;
- f. Providing Hopkins County with a roster of personnel, their contact information, and their radio identification numbers for all Delta County law enforcement personnel and/or agencies;
- g. Maintaining the Delta County law enforcement radio frequencies and applicable licensure with the Federal Communications Commission (FCC); and
- h. Providing personnel to handle all non-emergency routine phone calls that occur during administrative business hours, defined as being Monday through Friday from 8:00 a.m. to 5:00 p.m. excluding recognized holidays. In the event that the phone is not answered by the designated Delta County employee or for any phone calls received outside of administrative business hours, the phone call will be forwarded to the Hopkins County dispatch center.

ARTICLE V

PAYMENT OF SERVICES

- 5.01** Delta County agrees to pay Hopkins County a flat rate for detention services under this Agreement in the amount of three-hundred seventy-five thousand dollars (\$375,000.00) for each contractual term that detention services are provided, from the effective date through the term of this Agreement. Payments under this agreement shall be made payable by Delta County in equal monthly installments, at a rate of thirty-one thousand, two-hundred and fifty dollars (\$31,250.00) each month during the term of this agreement. For the contractual period of the term beginning on July 1, 2025 and ending on September 30, 2025, the prorated flat-rate amount of ninety-three thousand, seven-hundred and fifty dollars (\$93,750.00) shall be due by Delta County to Hopkins County for the three-month period covered under this term of the agreement and made payable in three equal monthly payments, for a monthly payment amount of thirty-one thousand, two-hundred and fifty dollars (\$31,250.00) during this term.
- 5.02** Delta County understands and acknowledges that only routine medical services, such as those services described in Article IV, Section 4.04 (a) hereinabove, are included in the per diem rate for detention services provided under this Agreement, and reasonable medical expenses for services that are required to be provided, pursuant to Article IV, Section 4.04 (b) hereinabove shall be the responsibility of Delta County.
- 5.03** Hopkins County agrees to issue a monthly invoice to Delta County addressed to the County Treasurer of Delta County, Texas, located at the Delta County Courthouse, 200 West Dallas Avenue, Cooper, Texas, 75432, with a copy also submitted to Delta County's designated representative, the County Sheriff, which shall be emailed to the email address provided by the Sheriff or mailed to the Sheriff by addressing the statement to Sheriff of Delta County, located at the Delta County Sheriff's Office, 200

West Bonham Avenue, Cooper, Texas, 75432. Such a statement shall detail the amount of compensation due, and expenses incurred that are the responsibility of Delta County under this Agreement, as well as the period of time for which the invoice applies. This invoice submitted by Hopkins County hereunder shall be paid in accordance with Government Code Chapter 2251. If any amount set out in any invoice is disputed by Delta County, then Delta County agrees to notify Hopkins County in writing of the disputed amount and the basis for the dispute within fifteen (15) days of receipt of such invoice. The parties agree that only payment of the disputed amount may be retained by Delta County until the dispute matter is resolved, and that payment of the undisputed balance must be paid in accordance with Article V, Section 5.03.

- 5.04** Delta County agrees to pay Hopkins County \$1.00 annually for each fiscal year that occurs within the term of this Agreement on January 1st of each year for the law enforcement dispatching services and 911 Public Safety Answering Point (PSAP) services provided by Hopkins County to Delta County.
- 5.05** Payments by Delta County to Hopkins County for the detention and dispatching services provided under this Agreement must be made from current revenues available to Delta County. The payment of funds under any provision of this Agreement by Delta County is contingent upon an appropriation by Delta County to cover the provisions of this Agreement. Neither Delta County, its elected officials, employees, agents, attorneys, nor any other individual acting on behalf of Delta County may make any representations or warranty as to whether any appropriation will, from time to time, be made by the governing body of Delta County. The failure of Delta County to appropriate sufficient funds will not cause Delta County to be in default under this agreement, and Hopkins County's sole and exclusive remedy shall be to terminate this Agreement.
- 5.06** All parties agree that Hopkins County shall retain all proceeds derived from the sell of commissary items, inmate telephone services, or other lawful proceed-generating services provided to Delta County inmates incarcerated at a Hopkins County detention facility, including but not limited to the Delta County Jail facility or the Hopkins County Jail facility.

ARTICLE VI RECORDS

- 6.01** Delta County agrees to provide Hopkins County with copies of all inmate classifications and detention records applicable to each inmate that is to be detained at a Hopkins County detention facility, including but not limited to the Delta County Jail facility or the Hopkins County Jail facility, upon the execution of this Agreement, as well as any medical records or other relevant information in the possession of Delta County for such inmate(s), including information regarding any special medication, diet, or exercise regimen applicable to such inmate(s).

- 6.02** Upon request, Hopkins County agrees to provide Delta County with electronic or physical copies of any records or reports maintained by Hopkins County that are applicable to the particular inmate of Delta County relating to that inmate's detention at a Hopkins County detention facility, including but not limited to the Delta County Jail facility or the Hopkins County Jail facility, under this Agreement.
- 6.03** The parties agree that Hopkins County shall be responsible for the computation of processing of any inmate's time of confinement, including but not limited to computation of good behavior time awards or credits, and discharge dates. In addition, the parties agree that Hopkins County shall be responsible for documentation and paperwork arrangements for any inmate that is to be transferred to the Texas Department of Criminal Justice's (TDCJ) Institutional Division. All of the foregoing record keeping and or paperwork requirements shall be the responsibility of Hopkins County and the staff at the Hopkins County detention facility, including but not limited to the Delta County Jail facility or the Hopkins County Jail facility, housing such inmate(s) and shall be provided to Delta County upon request.

ARTICLE VII TEXAS LAW TO APPLY

- 7.01** This Agreement shall be constructed under and in accordance with the laws of the State of Texas, and exclusive venue for any litigation, suits, or proceedings pertaining to this Agreement or the activities within shall be in the 62nd Judicial District Court of the State of Texas in Hopkins County, Texas, or the United States District Court in the Eastern District of Texas, located in Sherman, Texas (Grayson County).

ARTICLE VIII LEGAL CONSTRUCTION

- 8.01** In the event any one or more of the provisions contained within this Agreement shall, for any reason, be held to be invalid or unenforceable in any respect, such as invalid, illegal, unconstitutional, or unenforceable, the specific provision(s) deemed to be invalid, illegal, unconstitutional, or otherwise unenforceable shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal, unconstitutional, or unenforceable provision(s) had never been contained herein.

ARTICLE IX AMENDMENTS

- 9.01** No amendment, modification, or alteration to the terms hereof shall be binding unless made in writing, dated subsequent to the date of this Agreement, and duly authorized, approved, and executed by the governing bodies of both parties to this Agreement, Hopkins County and Delta County.

**ARTICLE X
NOTICES**

- 10.01** All notices to be given under this Agreement shall be made in writing and shall either be personally served against a written receipt therefore or given by certified or registered mail delivery with return receipt request and postage prepaid and be addressed to the proper party at the address which appears below or at such other address as the parties may designate. All notices given by mail shall be deemed to have been given three (3) days after the time of deposit in the United States Postal Service's mail system and shall be effective from such date.

If to Hopkins County:

Hon. Robert Newsom
County Judge, Hopkins County, Texas
Hopkins County Courthouse
P.O. Box 288
Sulphur Springs, Texas 75483

With copy given to:

Sheriff Lewis Tatum
Sheriff, Hopkins County, Texas
Hopkins County Sheriff's Office
298 Rosemont Street
Sulphur Springs, Texas 75483

If to Delta County:

Hon. Tanner Crutcher
County Judge, Delta County, Texas
Delta County Courthouse
200 West Dallas Avenue
Cooper, Texas 75483

With copy given to:

Sheriff Marshall Lynch
Sheriff, Delta County, Texas
Delta County Sheriff's Office
200 West Bonham Avenue
Cooper, Texas 75483

**ARTICLE XI
AGREEMENT**

- 11.01** No party may assign its rights, privileges, or obligations under this agreement, in whole or in part, without the written consent of the other party. Any attempt to assign without such approval shall be void.

**ARTICLE XII
COMPLIANCE WITH LAWS AND ORDINANCES**

- 12.01** The parties hereby agree to comply with all federal, state, and local laws and ordinances applicable to the services performed under this Agreement.

**ARTICLE XIII
PRIOR AGREEMENTS SUSPENDED**

- 13.01** This Agreement constitutes the sole and only agreement of the parties hereto and supersedes all prior understandings or written or oral agreements between the parties regarding the subject matter of this Agreement.

**ARTICLE XIV
MULTIPLE COUNTERPARTS**

- 14.01** This Agreement may be executed in counterparts by the parties hereto and each counterpart, when so executed and delivered, shall constitute an original instrument and such separate counterpart shall constitute by one and the same instrument.

**ARTICLE XV
PARTIES BOUND**

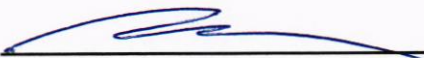
- 15.01** This Agreement shall be binding upon and to the benefits of the parties hereto and their respective successors and assigns where permitted by this Agreement. Each representative whose signature appears on this Agreement represents and does certify that they have the authority to enter into this Agreement for their represented party. There are no third-party beneficiaries to this Agreement.

COUNTY OF DELTA



Tanner Crutcher,
County Judge,
Delta County, Texas

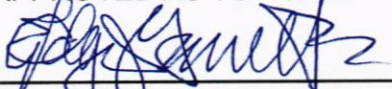
Date: 6-26-2025



Marshall Lynch,
Sheriff,
Delta County, Texas

Date: 6-26-2025

APPROVED AS TO FORM:



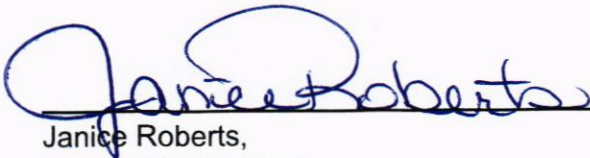
Edgar J. Garrett,
County Attorney,
Delta County, Texas

Date: 6/26/2025

Cameron Lenahan,
Assistant County Attorney,
Delta County, Texas

Date: _____

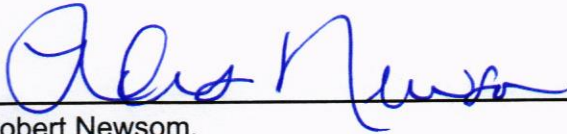
ATTEST:



Janice Roberts,
County/District Clerk,
Delta County, Texas

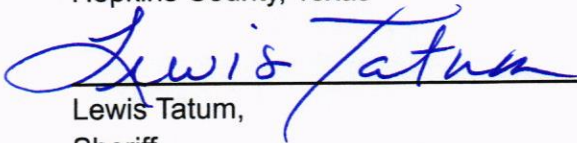
Date: 06.26.2025

COUNTY OF HOPKINS



Robert Newsom,
County Judge,
Hopkins County, Texas

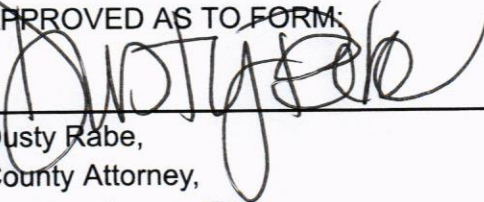
Date: 7-8-25



Lewis Tatum,
Sheriff,
Hopkins County, Texas

Date: 7/8/2025

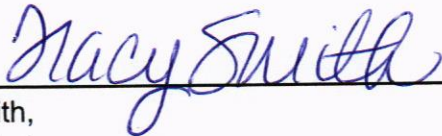
APPROVED AS TO FORM:



Dusty Rabe,
County Attorney,
Hopkins County, Texas

Date: 7/8/2025

ATTEST:



Tracy Smith,
County Clerk,
Hopkins County, Texas

Date: 7-8-2025