

INTERLOCAL COOPERATION AGREEMENT

THE STATE OF TEXAS)(
COUNTY OF SAN AUGUSTINE)(
AND)(
COUNTY OF SABINE)(
)

I

This agreement is made and entered into this 14 day of April, 2025, by and between Sabine County, Texas, and San Augustine County, Texas, in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code. Sabine County and San Augustine County, for the mutual consideration hereinafter stated, agree and understand as follows:

II

The effective date of this agreement shall be the 14 day of April, 2025.

III

*approximately
Nine months, until*

The terms of this agreement shall be for the period of 2025 to December 31, 2025. Thereafter, this agreement shall automatically be renewed for periods of six (6) month increments from the termination date unless written notice of intent to terminate is given by either party to the other within thirty (30) days of such termination.

IV

For purposes of this agreement, the terms "inmate" and "prisoner" are interchangeable and have the same meaning.

V

For the purposes and consideration herein stated and contemplated, San Augustine County shall provide the following necessary and appropriate services for the inmates of Sabine County to the maximum extent authorized by this agreement without regard to race, religion, color, age and national origin, to-wit:

A. Provide Sabine County and Sabine County Sheriff's Office with access to and use of the San Augustine County Jail facilities for the holding and the incarceration of up to, but not more than, fifteen (15) Sabine County prisoners at any one given time, including, but not necessarily limited to, adequate personnel necessary to supervise Sabine County prisoners clothing, food, medical attention and other appropriate necessities with respect to Sabine County prisoners. San Augustine County agrees to provide Sabine County with access to and use of these facilities and services so long as such facilities shall be available in consideration of the requirements of the Texas Jail Standards Commission.

B. In the event that the San Augustine County Jail facility shall be at the maximum capacity as a result of housing San Augustine County inmates, San Augustine County reserves the right to require the removal or transfer of Sabine County prisoners within eight hours after notice to Sabine County, in order to provide facilities for San Augustine County prisoners, and San Augustine County agrees to notify Sabine County as soon as possible when a Sabine County prisoner must be removed from San Augustine County facilities because of capacity limits.

C. In no event shall San Augustine County be required to accept Sabine County prisoners under the terms and conditions of this agreement if such transfer of prisoners will cause San Augustine County Jail facilities to be in violation of the standards of the Texas Jail Standards Commission. San Augustine County, in its sole discretion, shall determine whether a Sabine County prisoner shall be accepted for incarceration by San Augustine County. Nothing contained herein to the contrary shall be construed as to compel San Augustine County to accept any Sabine County prisoner.

VI

Sabine County shall designate Sheriff George Griffith to act on behalf of the Sabine County Sheriff's Office, and to serve as "Liaison Officer" for Sabine County with and between Sabine and San Augustine Counties. Sheriff George Griffith, or his designated substitute, shall insure the performance of all duties and obligations of Sabine County herein stated; and shall devote sufficient time and attention to the execution of said duties on behalf of Sabine County in full compliance with the terms and conditions of this agreement; and shall provide immediate and direct supervision of the Sabine County Sheriff's Office employees, agents, contractors, sub-contractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this agreement for the mutual benefit of Sabine and San Augustine Counties.

VII

San Augustine County shall designate Sheriff Robert Cartwright to act on behalf of the San Augustine County Sheriff's Office, and to serve as "Liaison Officer" for San Augustine County with and between San Augustine County and Sabine County. Sheriff David Smith or his designated substitute and the San Augustine County Sheriff's Office shall insure the performance of all duties and obligations of San Augustine County herein stated; and shall devote sufficient time and attention to the execution of said duties on behalf of San Augustine County in full compliance with the terms and conditions of this agreement; and shall provide immediate and direct supervision of the San Augustine County Sheriff's Office employees, agents, contractors, sub-contractors, and/or laborers, if any, in the furtherance of the purposes terms and conditions of this agreement for the mutual benefit of San Augustine and Sabine Counties.

VIII

San Augustine County shall be solely responsible for all techniques, sequences, procedures, and means, and for the coordination of all work performed under the terms and conditions of this agreement in regard to the holding and incarceration of Sabine County prisoners, shall insure, dedicate and devote the full time and attention of those employees necessary for the proper execution and completion of the duties and obligations of San Augustine County stated in this agreement, and give all attention necessary for such proper supervision and direction.

IX

Sabine County agrees to and accepts full responsibility for the acts, negligence, and/or omissions of all Sabine County's employees, agents, Sabine County's sub-contractors, and/or contract laborers, and for those of all other persons doing work under a contract or agreement with said County.

X

Sabine County agrees to and accepts the duty and responsibility for and overseeing all safety orders, precautions, programs, and equipment necessary for the reasonable safety of Sabine County's employees, and agents, Sabine County's sub-contractors, and/or contract laborers, and all other persons doing work under a contract or agreement with said County.

XI

San Augustine County agrees to and accepts the duty and responsibility for and overseeing all safety orders, precautions, programs, and equipment necessary for the reasonable safety of San Augustine County's employees, and agents, San Augustine County's sub-contractors, and/or contract laborers, and all other persons doing work under a contract or agreement with San Augustine County.

XII

San Augustine County understands and agrees that San Augustine County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents and/or representatives of Sabine County.

XIII

Sabine County understands and agrees that Sabine County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents and/or representatives of San Augustine County.

XIV

Sabine County is a political subdivision of the State of Texas. The address of Sabine County is:
Commissioners Court of Sabine County
P. O. Box 716
Hemphill, TX 75948
Telephone: (409) 787-3543
Attn: Honorable Daryl Melton
Sabine County Judge

XV

San Augustine County is a political subdivision of the State of Texas. The address of San Augustine County is:
Commissioners Court of San Augustine County
Courthouse Room 203
San Augustine Texas 75972
Telephone: (936) 275-2762
Attn: Honorable Jeff Boyd
San Augustine County Judge

XVI

For the services hereinafter stated, Sabine County agrees to pay San Augustine County for the full performance of this agreement, the sum of Sixty Dollars/100 Dollars (\$60.00) per day per each Sabine County prisoner confined in San Augustine County facilities, up to, but not more than, a maximum of Fifteen (15) Sabine County prisoners at any one given time. A day shall constitute any time during a twenty-four (24) hour period. Sabine County further agrees to reimburse San Augustine County for damages which are directly caused to San Augustine County facilities by the direct actions of a Sabine County prisoner. Sabine County agrees to reimburse San Augustine County for medical expenses and directly-related transportation costs, including all ambulance costs, incurred by San Augustine County and medically necessary for the health, safety, and welfare of Sabine County prisoners. Sabine County agrees to transport their prisoners from Sabine County to the San Augustine County Jail and from the San Augustine County Jail to Sabine County for all purposes, including, but not limited to, any court appearances.

XVII

Sabine County agrees to reimburse San Augustine County on a monthly basis and upon the submission of a documented invoice by San Augustine County to Sabine County, for the cost of the items and expenses specified in and in accordance with paragraph XVIII of this agreement during the term of this agreement.

XVIII

This agreement may be terminated at any time by either party giving thirty (30) days advance written notice to the other party. In the event of such termination by either party, San Augustine County shall be compensated for all services performed to termination date, together with reimbursable expenses then due and as authorized by this agreement. In the event of such termination, should San Augustine County be overcompensated for all services performed to termination date, and/or be overcompensated for reimbursable expenses as authorized by this agreement, then Sabine County shall be reimbursed for all such overcompensation. Acceptance of said reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this agreement.

XIX

This agreement represents the entire and integrated agreement between Sabine County and San Augustine County and supersedes all prior negotiations, representations and/or agreements, either written or oral. This agreement may be amended only by written instrument signed by both Sabine County and San Augustine County.

XX

The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. In the event that any portion of this agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

XXI

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

Sabine County

Sabine County, Texas
P. O. Box 716
Hemphill, Texas 75948

By: _____

Honorable Daryl Melton
Sabine County Judge

Acting on behalf of, and by the authority of,
the Commissioners Court of Sabine County,
Texas

APPROVED AS TO FORM:

Robert G. Neal
Sabine County Attorney

San Augustine County

San Augustine County, Texas
Courthouse Room 203
San Augustine, Texas 75972

By: _____

Honorable Jeff Boyd
San Augustine County Judge

Acting on behalf of, and by the authority of,
the Commissioners Court of San Augustine
County, Texas

John Bates
San Augustine County Attorney

Jamie Clark
Sabine County Clerk



ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF SABINE

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BEFORE ME, the undersigned authority, on this day personally appeared Charles Watson, County Judge of Sabine County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the foregoing agreement for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said County.

GIVEN under my hand and seal of office this _____ day of _____, 2025

Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF SAN AUGUSTINE

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BEFORE ME, the undersigned authority, on this day personally appeared Randy Williams, County Judge of San Augustine County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the foregoing agreement for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said County.

GIVEN under my hand and seal of office this _____ day of _____, 2025

Notary Public, State of Texas