STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF BROWN
AND *LAMB*

INTERLOCAL COOPERATION AGREEMENT FOR COUNTY JAIL FUNCTIONS

THIS AGREEMENT is made and entered into this 13 day of July, 2026, by and between Brown County, a political subdivision of the State of Texas, hereinafter referred to as "Brown", and ***Lamb County***, also a political subdivision of the State of Texas, hereinafter referred to as "***Lamb***".

WHEREAS, Brown is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Brown County; and

WHEREAS, ***Lamb*** is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Lamb County; and ,

WHEREAS, Brown and ***Lamb*** desire to improve the efficiency and effectiveness of local governments by authorizing the intergovernmental contracting authority at the local level for all or part of the functions and services of police protection and detention services, and

WHEREAS, Brown and ***Lamb*** mutually desire to the subject themselves to the provisions of TEX.CIV.STAT.ART. 4413(32c), Vernon Supp. 1985, the Interlocal Cooperation Act.

NOW, THEREFORE, Brown and ***Lamb*** County for the mutual consideration hereinafter stated agree and understand as follows:

I.

The effective date of the agreement shall be the 13 day of July, 2026 and shall continue for one year or until earlier terminated.

II.

For the purposes and consideration herein stated and contemplated, Brown shall provide the following necessary and appropriate services for ***Lamb*** to the maximum extent authorized by this agreement, without regard to race, religion, color, age, sex and national origin: to wit:

A. Provide ***Lamb*** and its Sheriff 's Office with access to and use of the Brown County jail facilities for the holding and incarceration of ***Lamb*** prisoners including, but not necessarily limited to, adequate personnel necessary to supervise no more than twenty (20) prisoners and providing clothing, food, and other appropriate necessities with respect to that number of prisoners. Any and all reasonable and necessary medical

August 10, 2026
(Exhibit #3)

attention shall be at ***Lamb's*** expense, with prior notice to ***Lamb*** at the sole discretion of the Brown County Medical Officer. Brown agrees to provide ***Lamb*** with access to and the 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, subject to the termination rights hereinafter set forth.

B. In the event that the Brown County jail facilities shall be at maximum capacity as a result of Brown County or other inmates, Brown reserves the right to require the removal or transfer of ***Lamb's*** prisoners within twenty-four hours after the notice to Lamb in order to provide facilities for Brown prisoners, and Brown agrees to notify ***Lamb*** as soon as possible when a ***Lamb*** prisoner must be removed from Brown facilities because of capacity limits.

C. In no event shall Brown be required to accept ***Lamb's*** prisoners under the terms and conditions of this agreement if such transfer of prisoners will cause Brown jail facilities to be in violation of the Texas Jail Standards Commission. Brown, in its sole discretion, shall determine whether a ***Lamb*** prisoner shall be accepted for the incarceration by Brown. Nothing contained herein shall be construed to compel Brown to accept any prisoner that would place Brown in violation of any law or regulation of court order.

D. Nothing contained herein shall be construed to compel the Brown County Sheriff, acting in his capacity as keeper of the jail, to accept any prisoner if said prisoner interferes with the safety of the jail personnel, other jail inmates or interferes with the orderly operation of the Brown County Jail.

III.

Lamb County designates the ***Lamb*** County Sheriff as "liaison Officer" for ***Lamb*** County and Brown County designates the Brown County Sheriff as "liaison Officer" for Brown County as with and between, ***Lamb*** and Brown. The respective Sheriff of each county, or his/her designated substitute, shall insure the performance of all duties and obligation of said county as herein stated and, shall devote sufficient time and attention to the execution of said duties on behalf of said county in full compliance with the terms and conditions of this agreement, and shall provide immediate and direct supervision of all of the sheriff's office employees, agents, contractors, sub-contractors, and/or laborers, if any in the furtherance of the purposes, term and conditions of this agreement for the mutual benefit of ***Lamb*** and Brown.

IV.

Any notice required under this agreement shall be sent as follows:

Mr. Vance Hill (or his successor)
Sheriff, Brown County
1050 West Commerce
Brownwood, Texas 76801

Any notice required under this agreement to Lamb County shall be sent as follows:

Mr. Gary Maddox (or his successor)
Sheriff, Lamb County
1200 East Waylon Jennings Blvd
Littlefield, Texas 79339

V.

Lamb agrees to indemnify and hold harmless Brown, its agents, and employees, from and against all suits, claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of Brown's performance or nonperformance of services and duties herein stated, but only in regard to the transfer of prisoners by ***Lamb*** and duties herein assigned to ***Lamb*** County and specifically excluding the actual incarceration of prisoners by Brown. ***Lamb*** retains full liability for each prisoner until that prisoner has been processed and booked into Brown County Jail.

VI.

Brown agrees to indemnify and hold harmless ***Lamb***, its agents and employees, from and against all suits, claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of ***Lamb's*** performance or non-performance of the services and duties herein stated, but only in regard to the actually holding and incarceration of prisoners by ***Lamb*** in Brown's facilities and specifically excluding the transfer of prisoners to and from ***Lamb*** County by Brown County.

VII.

Brown shall be solely in charge of all control, techniques, sequences, and procedures and means and the coordination of all work performed under the terms and conditions of this agreement in regard to the holding and incarcerations of all properly delivered prisoners. Brown shall insure, dedicate and devote the full time and attention of the employees necessary for the proper execution and completion of the duties and obligations of Brown stated in this agreement, and give all attention necessary for such properly supervision and direction.

VIII.

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

IX.

Lamb agrees to and accepts full responsibility for the acts, negligence, and/or omissions of all ***Lamb's*** employees and agents, ***Lamb's*** subcontractors and/or contract laborers and all other persons doing work for ***Lamb*** under this contract.

X.

Lamb agrees to bring with each prisoner to Brown County, jail cards, classification data and other information in the possession of ***Lamb*** regarding each prisoner and ***Lamb*** has the duty to advise Brown of any known dangerous propensities of each prisoner delivered to Brown.

Lamb agrees to be responsible for any and all damages caused by ***Lamb*** inmates to the Brown County Jailer Brown County equipment. ***Lamb*** agrees to reimburse Brown County for these charges for any damages in a timely manner.

XI.

Lamb agrees to and accepts the duty and responsibility for and overseeing all safety orders, precautions, programs and equipment necessary to the reasonable safety of ***Lamb's*** Employees and agents, ***Lamb's*** subcontractors and/or contract laborers and all other persons doing work under a contract or agreement with Brown.

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

Lamb understands and agrees that ***Lamb*** County, its employees, servants, agents and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of Brown.

XIII.

Brown understands and agrees that Brown County, its employees, servants, agents and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of ***Lamb***.

XIV.

For the service hereinabove stated, ***Lamb*** agrees to pay Brown, for the full performance of his agreement, the sum seventy-five and no/100 Dollars ($75.00) for each ***Lamb*** county prisoner confined in Brown facilities. A day shall constitute any time during a twenty-four (24) hour period. Provided however, if ***Lamb*** County has been given notice by Brown County to remove its prisoner(s), ***Lamb*** shall have twelve (12) hours to remove said prisoner(s) without charge for housing said prisoner save and except a prisoner demanded to be removed for safety violations shall be removed immediately and ***Lamb*** County shall be charged for said prisoner.

XV.

Lamb agrees to pay to and reimburse, Brown, in Brown County, Texas on a monthly basis and upon the submission of documented invoice by Brown to ***Lamb*** for the cost of housing ***Lamb's*** prisoners

within thirty (30) days after receipt of Brown County' invoice. The invoice shall be delivered to ***Lamb*** County Sheriff for review and submission to the ***Lamb*** County Treasurer for payment.

XVI.

This agreement may be terminated at any time by either party giving thirty (30) day advance written notice to the other party. In the event of such termination by either party, Brown County shall be compensated for all services performed to termination date, together reimbursable expenses then due and as authorized by this agreement. In the event of such termination, should Brown be overcompensated for reimbursable expenses authorized by this agreement, then ***Lamb*** 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.

XVII.

The agreement represents the entire and integrated agreements between Brown and ***Lamb*** 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 Brown and ***Lamb***.

XVIII.

The validity of this agreement or 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 further this agreement shall be performable in ***Lamb*** County, Texas and all compensation payable in Brown County, Texas.

XIX.

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.

XX.

The undersigned officers 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 not in full force and effect.

Executed in multiple originals on this _____ day of _____ , 20____.

AGREED TO BY
LAMB COUNTY, TEXAS

Lamb County Judge

James M Deloach
Printed Name
Date: 7/13/26

Lamb County Sheriff

Gary Maddox
Printed Name
Date: 7-13-26

APPROVED AS TO FORM:

Attorney for ***Lamb*** County

Rickie Pedman
Printed name
Date: 7-13-2026

AGREED TO BY
BROWN COUNTY, TEXAS

Brown County Judge

THOMAS A MUNSON
Printed Name
Date: 8-10-2026

Brown County Sheriff

Vance Hill
Printed Name
Date: 7/24/26

APPROVED AS TO FORM:

Attorney for Brown County

Jennifer Broughton
Printed name
Date: 8/10/26