

Exhibit "D"

INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF MARION AND THE CITY OF JEFFERSON COVERING SHARED SERVICES AND RESPONSIBILITIES

THE STATE OF TEXAS

THE COUNTY OF MARION

WHEREAS, Marion County has recently completed an addition to its jail facility; and

WHEREAS, Marion County has entered into an agreement with the East Texas Council of Governments to assist in securing 911 services; and

WHEREAS, Marion County provides financial support to all volunteer fire departments in the county, including the Jefferson Volunteer Fire Department (\$14,000 for 2026); and

WHEREAS, The City of Jefferson has an existing need for prisoner housing, Police dispatch services and Courtroom facilities; and

WHEREAS, The City of Jefferson provides extensive financial support for the Jefferson Volunteer Fire Department; and

WHEREAS, it is the desire of both entities to provide for the continued provision of all of these services to their mutual citizens and taxpayers in a mutually beneficial arrangement, and both entities desire to contractually agree as to terms and conditions by which those services may be provided in the most efficient and economical manner possible.

NOW, THEREFORE, Marion County and the City of Jefferson, each acting herein by and through their duly authorized chief elected official, after due consideration and approval of this contract by the Commissioners Court of Marion County and the City Council of the City of Jefferson, do hereby covenant, stipulate and agree by and between them as follows:

1. Marion County will accept prisoners of the City of Jefferson Police Department without charge to the City of Jefferson, unless set out below. Once accepted, those prisoners shall be under the full control of the Sheriff of Marion County and shall be subject to all rules and regulations of the Marion County Jail and Sheriff's Department. The County shall not be obligated to accept prisoners who require special medical or mental treatment and may decline to accept prisoners if accepting the prisoners would cause the Marion County Jail to exceed the inmate housing capacity allowed in that facility by the Texas Commission on Jail Standards. The City of Jefferson shall be directly responsible for all medical care rendered to any prisoner subject to the Class C Misdemeanor Jurisdiction of the City Court and accepted by Marion County under this agreement. Further, the City of Jefferson shall be directly responsible for all medical care, including any associated transport, rendered to any city prisoner through the time of arraignment. Prisoners delivered to the Marion County Jail by officers of the City of Jefferson who are subject to the jurisdiction of any Justice Court, County Court or

District Court shall be the responsibility of Marion County. The City of Jefferson, as a part of this agreement and based upon the consideration extended by Marion County, agrees to indemnify and hold harmless, Marion County, its agents, employees and elected officials, against any and all claims arising or to arise out of any action of any such prisoner of the City of Jefferson, acting alone or in concert with another prisoner. Such indemnity shall include, but not be limited to, attorney's fees, damages, judgment, fees, and expenses, court costs, investigation fees, and out of pocket expenses. Marion County reserves the right to, if named as a defendant in any litigation arising out of any action by a prisoner of the City of Jefferson, to retain counsel of its choosing whose fees and expenses shall be directly paid by the City of Jefferson as a part of such indemnification.

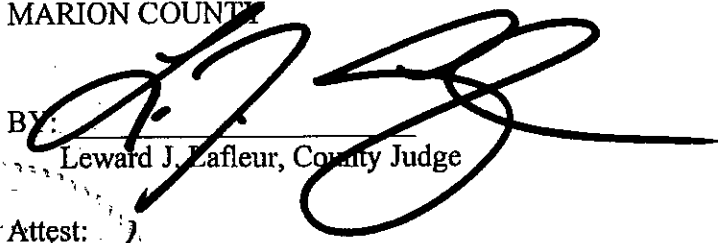
2. Marion County will dispatch the officers of the City of Jefferson Police Department as needed each weekday and every weekend. Marion County assumes no responsibility for the actions of any officer so dispatched and such officer shall not be considered an agent of the County or of the Sheriff of Marion County.
3. Marion County will provide 911 emergency dispatch services to the City of Jefferson beginning on the same date that the service becomes available to those residents of the county residing outside the limits of the City of Jefferson.
4. The City of Jefferson will provide financial support annually for costs incurred by the Marion County Sheriff's Office for dispatch/jailer services. The amount of financial support shall be \$1,000. per month, \$12,000. per annum. This amount shall be reviewed annually prior to budget adoption by the parties.
5. Marion County will allow the City of Jefferson to use the District Courtroom or Alternate Courtroom between the hours of 8 AM and 5 PM during normal business days, provided the courtrooms are not in use by the District Judges, or Marion County.
6. Marion County will provide financial support annually to the City of Jefferson for the support of the Jefferson Volunteer Fire Department. The amount of financial support shall be determined annually by the Commissioners Court of Marion County during its annual budget process and shall be an amount equal to that amount set aside in that budget for Marion County Precinct #2 and allocated by the duly elected Commissioner of that precinct.
7. The City of Jefferson will provide financial support to the Jefferson Volunteer Fire Department as needed to maintain the service.
8. The City of Jefferson will provide the fire protection services of the Jefferson Volunteer Fire Department to residents residing outside the limits of the City of Jefferson to the extent that the resources are, at the time of need, available. No distinction shall be made in the dispatch of fire protection services outside the limits of the City of Jefferson and all resources, including equipment and personnel not then in use shall be available to respond to those calls.

9. This Agreement, unless notice of termination is provided at least 60 days prior September 31st, 2026, by one party to the other party, will renew for the next twelve-months.

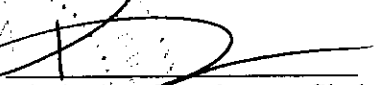
This Agreement and the terms set forth above constitute the entire agreement regarding these matters between Marion County and the City of Jefferson and all prior negotiations, discussions and understandings have been merged herein and made a part hereof. There are no oral agreements or understandings which survive the execution of this written agreement.

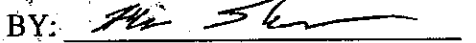
WITNESS THE EXECUTION HEREOF, in duplicate, this 20 day of January, 2026.

MARION COUNTY

BY: 
Leward J. Lafleur, County Judge

Attest:


Kimberly Wise, County Clerk
CITY OF JEFFERSON

BY: 
Hollis Shadden, Mayor Pro-Tem

Attest:

 1-20-2026
Melissa Boyd, City Secretary

