

DRAFT

INTERLOCAL COOPERATION AGREEMENT

This Agreement is made by and entered into between Lamb County, Texas (hereinafter "Contracting County") and Lubbock County, Texas (hereinafter "Lubbock County") on the date indicated below.

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

WHEREAS, Lubbock 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 Cooperation 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, the Contracting County and Lubbock County desire to enter into an agreement pursuant to which Lubbock County will provide housing and care for certain inmates incarcerated or to be incarcerated in the Contracting County's 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 **HOUSING AND CARE OF INMATES:** Lubbock County agrees to accept, and provide for the secure custody, care and safekeeping of inmates of the Contracting County in accordance with state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards. Lubbock County shall provide housing, care, meals, and routine medical services for such inmates on the same basis as it provides for its own inmates confined in its own jail subject to the terms and conditions of this Agreement.
- 1.02 **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 Lubbock 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 hospitalization of an inmate. The Contracting County shall pay Lubbock County an amount equal to the amount Lubbock 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, Lubbock County shall contact the Contracting County, through its Sheriff or designated representative, as soon as possible to

inform the Contracting County of the fact that the inmate has been, or is to be, hospitalized and the nature of the illness or injury that has required the hospitalization.

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

Lubbock County has the right to arrange for the hospital or health care provider to bill the Contracting County directly for the costs of hospitalization and/or medical care, rather than Lubbock County paying the costs directly, the Contracting County shall reimburse Lubbock County for such costs within forty-five (45) business days of receipt of invoice from Lubbock County, which invoice may be delivered personally, by facsimile, by mail or by other reliable sources.

1.03 **MEDICAL INFORMATION:** The Contracting County shall provide Lubbock County with medical information for all inmates sought to be transferred to Lubbock County's facility under this Agreement, including information regarding any special medication, diet or exercise regimen applicable to each inmate.

1.04 **TRANSPORTATION AND OFF-SITE SECURITY:** The Contracting County is solely responsible for the transportation of its inmates to and from Lubbock County's facility. Ambulance transportation (including emergency flight, etc.) is not covered by the per day rate and will be billed along with regular monthly billing submitted to the Contracting County by Lubbock County.

Lubbock County will provide stationary guard services (\$30.00 per hour per guard, with a minimum of two guards) as requested or required by circumstances or by law for inmates admitted or committed to an off-site medical facility. The Contracting County shall compensate Lubbock County for the actual cost of said guard services to Lubbock County, which shall be billed by Lubbock County along with regular monthly billing for detention services.

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

1.05 **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.

1.06 **LOCATION AND OPERATION OF FACILITY:** Lubbock County shall provide the detention services described herein at the Lubbock County Detention Center in Lubbock, Texas, which is operated by the Lubbock County Sheriff.

ARTICLE II
FINANCIAL PROVISIONS

- 2.01 **PER DIEM RATE:** The per diem rate for detention services under this Agreement is sixty-five dollars (\$65.00) 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 the Contracting County will not be billed for two days when an inmate is admitted one evening and removed the following morning. In that situation, Lubbock County will bill for the day of arrival, but not for the day of departure.
- 2.02 **BILLING PROCEDURE:** Lubbock County shall submit an itemized invoice for the services provided each month to the Contracting County, in arrears, invoices will be submitted to the officer of the Contracting County designated to receive the same on behalf of the Contracting County. The Contracting County shall make payment to Lubbock County within thirty (30) days after receipt of the invoice. Payment shall be in the name of Lubbock County and remitted to:

Lubbock County Detention Center
P.O. Box 10536
Lubbock, TX 79408

Amounts which are not paid timely in accordance with the above procedure shall bear an 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 the Contracting County under this Agreement. Contracting County further agrees that Lubbock County shall be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this Agreement.

ARTICLE III
ACCEPTANCE OF INMATES

- 3.01 **PRIMARY TERM:** The primary term of this Agreement is for a period of one (1) year from the date of execution.
- 3.02 **RENEWALS:** This Agreement may be renewed annually by mutual agreement of the parties. Contracting County shall send a written request prior to the end of the primary or renewal term requesting renewal of the Agreement. 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 terms, conditions and rates with regard to any renewal period shall be as mutually agreed between the parties, and as approved by the commissioners' 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 sixty (60) 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 the performance hereunder by Lubbock 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 of the Contracting County's inmates.

ARTICLE IV
ACCEPTANCE OF INMATES

4.01 **COMPLIANCE WITH LAW:** Nothing herein shall create any obligation upon Lubbock County to house the Contracting County's inmates where the housing of said inmates will, in the opinion of Lubbock County's Sheriff, raise the population of the facility above permissible numbers of inmates allowed by law, or will, in the Lubbock County Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life 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 Lubbock County's Sheriff determines that a condition exists at Lubbock County's facility necessitating the removal of the Contracting County's prisoners, or any specified number thereof, the Contracting County shall, upon notice by Lubbock County's Sheriff to the Sheriff of the Contracting County, immediately (within eight (8) hours) remove said prisoners from the facility.

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

All inmates proposed by the Contracting County to be transferred to Lubbock County's facility under this Agreement must meet the eligibility requirements set forth above. Lubbock County reserves the right to review the inmates' classifications/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 Lubbock County's facility, Lubbock County reserves the right to demand that the Contracting County remove that inmate and replace said inmate with a non-high risk inmate of the Contracting County.

4.03 **RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES:** Lubbock County reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to Lubbock County's facility, and the Contracting County shall cooperate with and provide information requested regarding any prisoner of the Contracting County. Likewise, if any inmate's behavior, medical or psychological condition, or other circumstances of reasonable concern to Lubbock County's Sheriff makes the inmate unacceptable for continued incarceration in Lubbock County's facility in the opinion of Lubbock County's Sheriff, the Contracting County will be

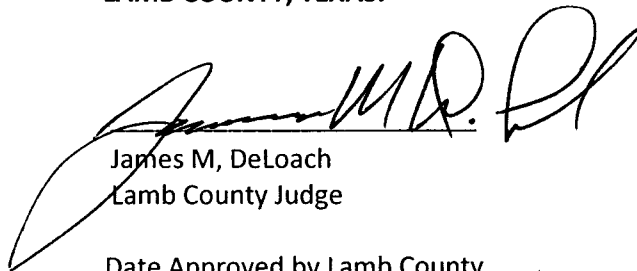
- 5.03 **AMENDMENTS:** This Agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the commissioners' courts of the respective parties hereto.
- 5.04 **PRIOR AGREEMENTS:** This Agreement contains all of the agreements 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 Lubbock, Lubbock County, Texas, and venue of any dispute or matter arising under this Agreement shall lie in a district court of Lubbock County, Texas.
- 5.06 **APPROVALS:** This Agreement must be approved by the Commissioners' Court of the Contracting County and the Commissioners' Court of Lubbock County in accordance with the Interlocal Agreement Act.
- 5.07 **FUNDING SOURCE:** The Contracting 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 Contracting County's Treasurer below certifies that there are sufficient funds from current revenues available to the Contracting County to meet its obligations under this Agreement.

LUBBOCK COUNTY, TEXAS:

 Thomas V. Head
 Lubbock County Judge

Date Approved by Lubbock County
 Commissioners Court _____

LAMB COUNTY, TEXAS:



 James M. DeLoach
 Lamb County Judge

Date Approved by Lamb County
 Commissioners Court 6-11-18

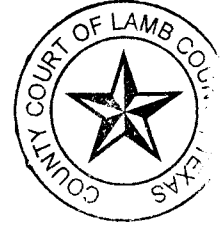
 Jerry Yarborough
 Lamb County Treasurer

ATTEST:

Kelly Pinion
Lubbock County Clerk

Tonya Ritchie

Tonya Ritchie
Lamb County Clerk



APPROVED AS TO CONTENT:

Kelly S. Rowe
Lubbock County Sheriff

Gary Maddox
Lamb County Sheriff

REVIEWED AS TO FORM:

Criminal District Attorney's Office,
Civil Division