

INTERGOVERNMENTAL AGREEMENT BETWEEN BAILEY COUNTY
AND LAMB COUNTY REGARDING HOUSING OF
LAMB COUNTY PRISONERS IN THE BAILY COUNTY JAIL

The County of Bailey, Texas hereafter referred to as "BAILEY" and the County of LAMB, Texas, hereafter referred to as "LAMB" enter into the following agreement concerning the incarceration of the overflow prisoners of LAMB County, Texas, and the said agreement is set out in full hereafter.

1. BAILEY hereby agrees to house overflow prisoners incarcerated by LAMB if space is available. The availability of the space shall be determined by the BAILEY County Sheriff in accordance with the current jail regulations as set out by the Texas Commission on Jail Standards concerning the operations of jails and categories of prisoners.

BAILEY shall assess a fee for housing said prisoners at the rate of \$55.00 per day per prisoner, and BAILEY shall bill LAMB on a monthly basis for said cost in an itemized statement showing the number of days per each individual prisoner housed by BAILEY. Payments will be paid upon billing and in accordance with the procedures agreed upon by the County of LAMB and the County of BAILEY.

LAMB is solely responsible for the transportation of its inmates to and from BAILEY. BAILEY will transport to and from LAMB at a rate of \$30.00 per hour. Transporting more than one inmate at a time will require an additional officer at \$30.00 per hour.

Ambulance transportation (including emergency flight etc) is not included by the per day rate and will be billed along with regular monthly billing submitted to LAMB by BAILEY.

BAILEY will provide stationary guard services (\$30.00 per hour per guard, with a minimum of two guards) to off-site medical facilities. LAMB shall compensate BAILEY for the actual cost of said guard services. BAILEY shall bill LAMB for guard service during regular monthly billing for detention services.

2. LAMB shall pay for any and all hospital and health care services and prescription drugs provided to any prisoners housed by BAILEY for LAMB. In the event a LAMB prisoner must be hospitalized, LAMB will provide guard duty until his return to jail. Transportation shall be provided by LAMB. In the event a LAMB prisoner must see another doctor besides the one in Muleshoe, Bailey County, Texas, LAMB will furnish transportation and proper personnel. Nonprescription medications will be administered without charge by BAILEY.
3. LAMB agrees to comply with all booking procedures and paperwork prior to admittance to BAILEY. BAILEY agrees to furnish LAMB a copy of required forms and procedures.
4. BAILEY and LAMB hereby agree that BAILEY will not house any injured prisoners unless LAMB has furnished an acceptable medical release signed by medical personnel, certifying the prisoner may be incarcerated.
5. BAILEY will not house chronically ill inmates that require extended medical treatment.
6. BAILEY further agrees that should a prisoner be injured while being housed by BAILEY, that BAILEY will within (10) hours notify LAMB of said injury and provide LAMB with copies of all incident reports relating to said injury.
7. The BAILEY County Sheriff reserves the right to refuse or remove any inmate from the BAILEY County Jail if it is in the best interest of BAILEY County. LAMB shall

promptly arrange to take custody of its prisoner if so requested by the BAILEY County Sheriff.

8. LAMB shall be fully responsible and liable for all suits, claims, damages, losses and/or expenses, including reasonable attorney's fees, but only in regard to transfer of prisoners by LAMB and duties herein assigned to LAMB, and specifically excluding the actual incarceration of prisoners by BAILEY. LAMB retains full liability for each inmate until that inmate has been processed and booked into the BAILEY County JAIL.
9. BAILEY shall be fully responsible and liable for all suits, claims, damages, losses and/or expenses, including reasonable attorney's fees, arising out of BAILEY performance or nonperformance of the services and duties herein stated, but only in regard to the actual holding and incarceration of prisoners by BAILEY County Jail and specifically excluding the transfer of prisoners to and from BAILEY unless transported by BAILEY.
10. The term of this agreement will be one (1) year commencing _____. It shall be automatically renewed thereafter unless either party gives notice of cancellation no less than sixty (60) days prior to the end of the contract term. Either party may seek to renegotiate this agreement no less than sixty (60) days prior to the end of the contract term.
11. All agreements between the parties are set out in this agreement and no prior agreement not contained herein shall be enforceable against either party.

ACCEPTED, APPROVED and WITNESSED our hands on this the ____ day of _____, 2018.

COUNTY OF BAILEY

BY: _____
Sherri Harrison
BAILEY County Judge

APPROVED

Richard Wills
Bailey County Sheriff

ATTEST:

Robin Dickerson
Bailey County Clerk

REVIEWED FOR FORM:

Jackie Claborne
Bailey County Attorney

COUNTY OF LAMB

BY: _____
James M. DeLoach
LAMB County Judge

APPROVED

Gary Maddox
LAMB County Sheriff

ATTEST:

Tonya Ritchie
LAMB County Clerk

REVIEWED FOR FORM:

Scott Say
LAMB County Attorney

