

DRAFT

INTERLOCAL COOPERATION AGREEMENT

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

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

WHEREAS, Lamb 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, Lubbock County and Lamb County desire to enter into an agreement pursuant to which Lamb County will provide housing and care for certain inmates incarcerated or to be incarcerated in Lubbock 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:** Lamb County agrees to accept, and provide for the secure custody, care and safekeeping of inmates of Lubbock County in accordance with state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards. Lamb 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 Lamb 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. Lubbock County shall pay Lamb County an amount equal to the amount Lamb 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, Lamb County shall contact Lubbock County, through its Sheriff or designated representative, as soon as possible to inform Lubbock 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.

Lamb 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.

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

1.03 **MEDICAL INFORMATION:** Lubbock County shall provide Lamb County with medical information for all inmates sought to be transferred to Lamb 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:** Lubbock County is solely responsible for the transportation of its inmates to and from Lamb 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 Lubbock County by Lamb County.

Lamb County will provide stationary guard services \$34.00 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. Lubbock County shall compensate Lamb County for the actual cost of said guard services to Lamb County, which shall be billed by Lamb County along with regular monthly billing for detention services.

Lubbock County is responsible for the transport of its inmates from Lamb 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:** Lamb County shall provide the detention services described herein at the Lamb County Jail in Littlefield, Texas, which is operated by the Lamb County Sheriff.

ARTICLE II
FINANCIAL PROVISIONS

- 2.01 **PER DIEM RATE:** The per diem rate for detention services under this Agreement is \$75.00 dollars (\$75.00) 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 Lubbock County will not be billed for two days when an inmate is admitted one evening and removed the following morning. In that situation, Lamb County will bill for the day of arrival, but not for the day of departure.
- 2.02 **BILLING PROCEDURE:** Lamb County shall submit an itemized invoice for the services provided each month to Lubbock County, in arrears, invoices will be submitted to the officer of Lubbock County designated to receive the same on behalf of Lubbock County. Lubbock County shall make payment to Lamb County within thirty (30) days after receipt of the invoice. Payment shall be in the name of Lamb County and remitted to:

1200 E Waylon Jennings Blvd
Littlefield, TX 79339

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 Lubbock County under this Agreement. Lubbock County further agrees that Lamb 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. Date of execution shall be the date the last county signs this Agreement.
- 3.02 **RENEWALS:** This Agreement may be renewed annually by mutual agreement of the parties. Lubbock 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 Lamb 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 Lubbock County's inmates.

ARTICLE IV
ACCEPTANCE OF INMATES

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

4.02 **ELIGIBILITY FOR INCARCERATION:** The only inmates of Lubbock 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 Lubbock County's jail and pursuant to the custody assessment system in place at Lamb County's facility.

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

4.03 **RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES:** Lamb County reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to Lamb County's facility, and Lubbock County shall cooperate with and provide information requested regarding any prisoner of Lubbock County. Likewise, if any inmate's behavior, medical or psychological condition, or other circumstances of reasonable concern to Lamb County's Sheriff makes the inmate unacceptable for continued incarceration in Lamb County's facility in the opinion of Lamb County's Sheriff, Lubbock County will be requested to remove said inmate from the facility, and shall do so immediately (within eight (8) hours) upon the request of Lamb

County’s Sheriff. Inmates may also be required to be removed from the facility when their classification changes for any purpose, including long-term medical segregation.

- 4.04 **INMATE SENTENCES:** Lamb County shall not be in charge of, or responsible for, the computation or processing of inmates’ time of confinement, including, but not limited to, computation of good time award/credits and discharge dates. All such computations and recordkeeping shall continue to be the responsibility of Lubbock County. It shall be the responsibility of Lubbock County to notify Lamb County of any discharge date for an inmate at least ten (10) days before such date. Lamb County will release inmates of Lubbock County only when such release is specifically requested in writing by the Sheriff of Lubbock County. However, it is agreed that the preferred and usual course of dealing between the parties shall be for Lubbock County to pick up and return inmates to Lubbock County facility shortly before their discharge date, and for Lubbock County to discharge the inmate from its own facility. Lubbock County accepts all responsibility for the calculations and determinations set forth above and for giving Lamb County notice of the same, and to the extent allowed by law, shall indemnify and hold Lamb County harmless for all liability or expense of any kind arising therefrom. Lubbock County is responsible for all paperwork, arrangements and transportation for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.

**ARTICLE V
MISCELLANEOUS**

- 5.01 **BINDING NATURE OF AGREEMENT:** This Agreement is contractual and is binding upon the parties hereto and their successors, assigns, and representatives.
- 5.02 **NOTICE:** All notices, demands, or other writings, including notices of address changes, may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following addresses:

To Lamb County: Lamb County Sheriff’s Office
 1200 E Waylon Jennings Blvd.
 Littlefield, TX 79339

To Lubbock County: Lubbock County Detention Center
 PO Box 10536
 Lubbock, TX 79408

- 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 Lamb, Lamb County, Texas, and venue of any dispute or matter arising under this Agreement shall lie in a district court of Lamb County, Texas.
- 5.06 **APPROVALS:** This Agreement must be approved by the Commissioners Court of Lubbock County and the Commissioners Court of Lamb County in accordance with the Interlocal Agreement Act.
- 5.07 **FUNDING SOURCE:** Lubbock 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 Lubbock County's Auditor below certifies that there are sufficient funds from current revenues available to Lubbock County to meet its obligations under this Agreement.

LUBBOCK COUNTY, TEXAS:

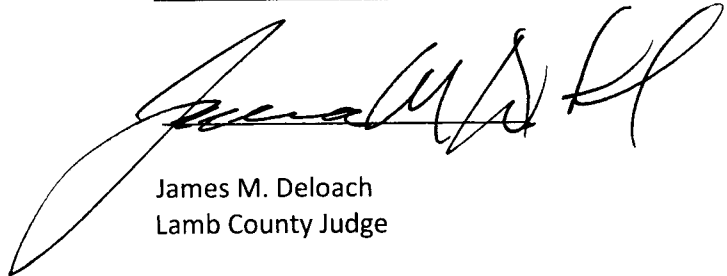
Curtis Parrish
Lubbock County Judge

Date Approved by Lubbock County
Commissioners Court _____

ATTEST:

Kelly Pinion
Lubbock County Clerk

Lamb COUNTY, TEXAS:


James M. DeLoach
Lamb County Judge

Date Approved by Lamb County
Commissioners Court
November 14th

ATTEST:



Tonya Ritchie
Lamb County Clerk



Kathy Williams
Lubbock County Auditor


APPROVED AS TO CONTENT:

Kelly S. Rowe
Lubbock County Sheriff

REVIEWED AS TO FORM:

Jennifer Slack
Civil Division
Criminal District Attorney's Office

APPROVED AS TO CONTENT:



Gary Maddox
Lamb County Sheriff

REVIEWED AS TO FORM:
