

DRAFT

INTERLOCAL COOPERATION AGREEMENT

For Housing of Lamb County Inmates

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

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

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

Bailey 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.

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

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

Bailey County will provide stationary guard services (\$35.00 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. Lamb County shall compensate Bailey County for the actual cost of said guard services to Bailey County, which shall be billed by Bailey County along with regular monthly billing for detention services.

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

ARTICLE II **FINANCIAL PROVISIONS**

- 2.01 **PER DIEM RATE:** The per diem rate for detention services under this Agreement is Seventy-Five (75) 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 Lamb County will not be billed for two days when an inmate is admitted one evening and removed the following morning. In that situation, Bailey County will bill for the day of arrival, but not for the day of departure.
- 2.02 **BILLING PROCEDURE:** Bailey County shall submit an itemized invoice for the services provided each month to Lamb County, in arrears, invoices will be submitted to the officer of Lamb County designated to receive the same on behalf of Lamb County. Lamb County shall make payment to Bailey County within thirty (30) days after receipt of the invoice. Payment shall be in the name of Bailey County and remitted to:

**Bailey County Treasurer's Office
300 South 1st Street,
#120
Muleshoe, Texas 79347**

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 Lamb County under this Agreement. Lamb County further agrees that Bailey 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 last date of execution. Date of execution shall be the date the last county signs this Agreement.
- 3.02 **RENEWALS:** This Agreement shall renew automatically each year upon the expiration of the current term unless either party provides the other with written notice of its desire not to renew the Agreement 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.
- 3.03 **TERMINATION:** 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 Bailey 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 Lamb County's inmates.

ARTICLE IV ACCEPTANCE OF INMATES

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

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

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

4.03 **RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES:** Bailey County reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to Bailey County's facility, and Lamb County shall cooperate with and provide information requested regarding any prisoner of Lamb County. Likewise, if any inmate's behavior, medical or psychological condition, or other circumstances of reasonable concern to Bailey County's Sheriff makes the inmate unacceptable for continued incarceration in Bailey County's facility in the opinion of Bailey County's Sheriff, Lamb County will be requested to remove said inmate from the facility, and shall do so immediately (within eight (8) hours) upon the request of Bailey 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:** Bailey 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 Lamb County. It shall be the responsibility of Lamb County to notify Bailey County of any discharge date for an inmate at least ten (10) days before such date. Bailey County will release inmates of Lamb County only when such release is

specifically requested in writing by the Sheriff of Lamb County. However, it is agreed that the preferred and usual course of dealing between the parties shall be for Lamb County to pick up and return inmates to Lamb County facility shortly before their discharge date, and for Lamb County to discharge the inmate from its own facility. Lamb County accepts all responsibility for the calculations and determinations set forth above and for giving Bailey County notice of the same, and to the extent allowed by law, shall indemnify and hold Bailey County harmless for all liability or expense of any kind arising therefrom. Lamb 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 Bailey County: Bailey County Sheriff's Office
 405 W 2nd Street,
 Muleshoe, Texas 79347

To Lamb County: Lamb County Detention Center
 1200 E Waylon Jennings Blvd.
 Littlefield, TX 79339

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.

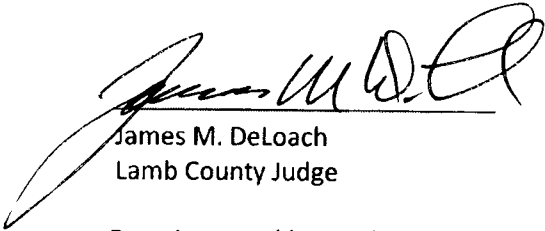
5.05 **CHOICE OF LAW AND VENUE:** The law which shall govern this Agreement is the law of the State of Texas. All consideration to be paid and matters to be performed under this Agreement are payable and performable in Muleshoe, Bailey County, Texas, and venue of any dispute or matter arising under this Agreement shall lie in a district court of Bailey County, Texas.


5.06 **APPROVALS:** This Agreement must be approved by the Commissioners Court of Lamb County and the Commissioners Court of Bailey County in accordance with the Interlocal Agreement Act.

5.07 **FUNDING SOURCE:** Lamb 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 Lamb County's Auditor below certifies that there are sufficient funds from current revenues available to Lamb County to meet its obligations under this Agreement.

LAMB COUNTY, TEXAS:

BAILEY COUNTY, TEXAS:


James M. DeLoach
Lamb County Judge


Basil Nash
Bailey County Judge


Date Approved by Lamb County
Commissioners Court 10-11-2023

Date Approved by Bailey County
Commissioners Court _____

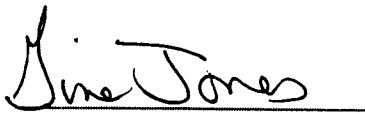



ATTEST:

ATTEST:


Tonya Ritchie
Lamb County Clerk

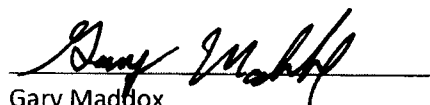
Irene Espinoza
Bailey County Clerk

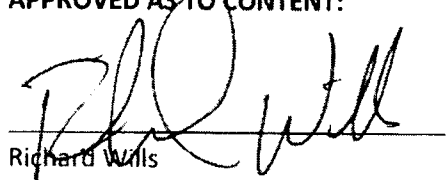

Gina Jones
Lamb County Auditor


Shonda Black
Bailey County Treasurer

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:


Gary Maddox
Lamb County Sheriff


Richard Wills
Bailey County Sheriff

REVIEWED AS TO FORM:

Rickie Redman

Rickie Redman
District Attorney

REVIEWED AS TO FORM:

Michaela E. Kee

Michaela E. Kee
Bailey County Attorney