

**THE STATE OF TEXAS**  
**COUNTY OF PARMER**

**DRAFT**

**INTERGOVERNMENTAL AGREEMENT BETWEEN PARMER COUNTY  
AND LAMB COUNTY REGARDING HOUSING OF LAMB COUNTY  
PRISONERS IN THE PARMER COUNTY JAIL**

The county of Parmer, Texas hereafter referred to as "Parmer" and also referred to herein as "Contractor" and the County of LAMB, 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. PARMER hereby agrees to house overflow prisoners incarcerated by LAMB if space is available. The availability of the space shall be determined by the PARMER 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.

PARMER shall assess a fee for housing said prisoners at the rate of \$85.00 per day per prisoner, and PARMER 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 PARMER. The day the inmate is booked in will be charged. The day the inmate is booked out will not be charged. Payments will be paid upon billing and in accordance with the procedures agreed upon by the County of LAMB and the County of PARMER.

The per day rate under this agreement covers only routine medical services such as onsite sick call (when provide by on-site staff) and non-prescription, over-the-counter/non-medical/health care services provided outside of the Contractor'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 any hospitalization of an inmate. LAMB shall pay the Contractor an amount equal to the amount the Contractor 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, the Contractor shall contact LAMB, through its Sheriff or designated representative, as soon as possible to inform LAMB of the fact that the inmate has been, or is to be, hospitalized and of the nature of the illness or injury that has required the hospitalization.

LAMB shall be solely responsible for transporting LAMB offenders between the LAMB County Jail and the PARMER County Jail.

The Contractor 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.

2. The contractor has the right to arrange for the hospital or health care provider to bill LAMB directly for the costs of the hospital or health care provider to bill LAMB directly for the costs of the hospitalization and/or medical care, rather than the Contractor paying the costs and billing the same to LAMB. If the hospital or health care provider refuses to bill LAMB directly, LAMB shall reimburse the Contractor for such costs within forty-five (45) business days of receipt of an invoice from the Contractor therefore, which invoice may be delivered personally, by facsimile, by mail or by other reliable courier.
3. LAMB agrees to comply with all booking procedures and paperwork prior to admittance to PARMER. PARMER agrees to furnish LAMB a copy of required forms and procedures.
4. PARMER and LAMB hereby agree that PARMER 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. PARMER further agrees that should a prisoner be injured while being housed by PARMER, that PARMER will within (10) hours notify LAMB of said injury and provide LAMB with copies of all incident reports relating to said injury.
6. The PARMER County Sheriff reserves the right to refuse or remove any inmate from the PARMER County Jail if it is in the best interest of PARMER County. In the event PARMER terminates the contract, PARMER will give LAMB notice of not less than thirty (30) days to allow LAMB to make other housing arrangements for its prisoners, if so requested by the PARMER County Sheriff.
7. 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 Parmer. LAMB retains full liability for each inmate until that inmate has been processed and booked into the PARMER County Jail.
8. PARMER shall be fully responsible and liable for all suits, claims, damages, losses and/or expenses, including reasonable attorney's fees, arising out of PARMER's performance or nonperformance of the services and duties herein stated, but only in regard to the actual holding and incarceration of prisoners by PARMER County Jail and specifically excluding the transfer of prisoners to and from PARMER unless transported by PARMER.
9. The term of this agreement will be one (1) year commencing \_\_\_\_\_, \_\_\_\_\_ 2023. 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.
10. All agreements between the parties are set out in this agreement and no prior agreement not contained herein shall be enforceable against either party.

11. PARMER shall require compliance with minimum jail standards.
12. PARMER shall require that all inmates confined pursuant to the contract be released within the jurisdiction of the sending entity.
13. PARMER shall require that all inmates' records concerning classification, to include conduct records, be reviewed by the receiving entity prior to transfer of the inmate.
14. PARMER shall require that the sending entity determine inmate custody level in accordance with Chapter 271 of this title (relating to Classification and Separation of inmates) to ensure that custody level assignments do not exceed the construction security level availability.
15. PARMER shall require that all appropriate medical information be provided prior to transfer, to include certification of tuberculosis screening treatment.
16. PARMER shall require provisions for termination of contract with ninety (90) days by receiving entity.
17. PARMER shall require termination of contract if so ordered by the Commission, pursuant to the Government Code, 511.096.
18. PARMER by receiving entity shall develop and implement a written procedure outlining the coordination of law enforcement activities in the case of riot, rebellion, escape, or other situations requiring assistance from city, county, or state law enforcement agencies. The Commission may require the receiving entity or sending state to reimburse the state for emergency assistance. The procedure shall be submitted to the Commission for approval.
19. PARMER the receiving entity shall provide the Commission with a statement of custody level and availability.
20. All operational requirements shall meet or exceed Texas Minimum Jail Standards and require Commission approval prior to implementation.
21. All receiving entities shall maintain a certificate of compliance from the Commission.
22. Copies of unsigned and signed contracts, along with addenda, shall be submitted to the Commission for review and approval respectively. Signed contracts between a private vendor and receiving entity shall be provide by the vendor for review and approval. The vendor shall also provide a biographical history for review.
23. The receiving entity shall promptly notify the Commission of any major incidents, including escape.
24. PARMER correction officers must be TCOLE certified to perform duties as a correction officer.

25. At the request of LAMB County, PARMER county approved bonding companies will be allowed to write bonds returnable to LAMB for LAMB county charges. These bonds will be returned "instanter" to LAMB County. LAMB county will give written approval for the release of inmates by bond from the PARMER County jail.

ACCEPTED, APPROVED and WITNESSED our hands on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

COUNTY OF PARMER

COUNTY OF LAMB

BY: \_\_\_\_\_  
Isabel Carrasco  
PARMER County Judge

BY: \_\_\_\_\_  
James Deloach  
LAMB County Judge

APPROVED: \_\_\_\_\_  
Eric Geske  
PARMER County Sheriff

APPROVED: \_\_\_\_\_  
Gary Maddox  
LAMB County Sheriff

ATTEST: \_\_\_\_\_  
Susie Spring  
PARMER County Clerk

ATTEST: \_\_\_\_\_  
Tonya Ritchie  
LAMB County Clerk



REVIEWED FOR FORM: \_\_\_\_\_  
Jeff Actkinson  
PARMER County Attorney

REVIEWED FOR FORM: \_\_\_\_\_  
Rickie Redman  
LAMB County Attorney