

ORIGINAL

INTERLOCAL AGREEMENT

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

FILED FOR RECORD
2023 NOV 28 P 11
COUNTY CLERK LAMB COUNTY TEXAS

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

WHEREAS, Contractor 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 detention services pursuant to Chapter 791 of the Texas Government Code; and

WHEREAS, the County and the Contractor desire to enter into an agreement pursuant to which the Contractor will provide housing and care for certain inmates incarcerated or to be incarcerated in the County's jail.

NOW THEREFORE, in consideration of the promises, covenants and agreements contained herein, the parties hereto mutually agree as follows.

ARTICLE 1

.1.1 HOUSING AND CARE OF INMATES: Contractor agree to accept, and provide for the secure custody, care, and safekeeping of inmates of the County in accordance with State and local law, including the minimum standards promulgated by the Texas Commission of Jail Standards. The Contractor 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 terms and conditions of the Agreement.

.1.2 MEDICAL SERVICES: The per day rate under this agreement cover only routine medical services such as on-site sick call (when provided by the 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 of the Contactor's facility or by other facility staff, prescription

drugs and treatments, or surgical, optical, and dental care and does not include the cost associated with any hospitalization of an inmate. The County shall pay Contractor an amount equal to the amount the Contractor is required to expend for medical services other than those routine medical services provided by the per day rate. When it becomes necessary for an inmate to be hospitalized, the Contractor shall contact the County, through its Sheriff or designated representative, as soon as possible to inform the County 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.

The Contractor shall submit invoices for such medical services along with regular monthly billings for detention services, and such invoices shall be paid on the same terms as regular monthly billing

The Contractor has the right to arrange for the hospital or health care provider to bill the County directly for the costs of the hospitalization and/or medical care, rather than the Contractor paying for the costs and billing the same to the County. If the hospital or health care provider refuses to bill the County directly, the County shall reimburse the Contractor for such costs within forty-five (45) business days of receipt of an invoice from the Contractor. Said invoice may be delivered personally, by facsimile, by email, or by other reliable courier.

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

The inmates housed at Somervell County Jail are under the care of Southern Healthcare Partners and are billed thru their commissary accounts for the following services: Medications- under \$7 are the original price, \$7-\$15 are \$7, and over \$15 are \$15. Nurse sick call \$10, Provider sick call \$35, and Dentist for extrication only are \$40.

1.4 TRANSPORTATION and OFF-SITE SECURITY: The County is solely responsible for the transportation of its inmates to and from the Contractor's

facility. Ambulance transportation (including emergency flights, etc.) is also not covered by the per day rate and will be billed to the County along with the regular monthly billing submitted to the County by the Contractor.

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

1.5 SPECIAL PROGRAMS: The per day rate set out, in this agreement only covers basic custodial care and supervision and does not include any special education, 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.

1.6 GUARDING OFF-SITE PRISONERS: In the event that an inmate must be hospitalized or requires medical services or other services outside the Somervell County Jail, the County has the duty to guard the prisoner and the County shall provide all personnel necessary to guard the prisoner. Such prisoner in the hospital or medical facility may be released from Somervell County Jail to County at the discretion of the Somervell County Jail.

ARTICLE 11

2.01 PER DIEM RATE: The per diem rate for the detention services under this agreement is Eighty-Five (\$85.00) per inmate per day. This rate covers one inmate per day. Any portion of any day shall count as one full inmate day under this agreement.

2.02 BILLING PROCEDURE: Contractor shall submit an itemized invoice for the services provided each month to the county. Invoices will be submitted to the officer of the County designated to receive the same on behalf of the County. The County shall make payment to the Contractor within thirty (30) days after the receipt of the invoice. Payment shall be in the name of Somervell County, Texas, and shall be remitted to:

Somervell County Sheriff's Office

P.O. Box 3268

Glen Rose, Texas 76043

Amounts which are not timely paid in accordance with the above procedures shall bear interest at the lesser of the annual rate of 10% or the maximum legal rate applicable thereto, which shall be a contractual obligation of the County under this agreement. The County further agrees that the Contractor shall be entitled to recover its reasonable and necessary attorney's fees and cost incurred in collections of amounts due under this agreement.

ARTICLE 111

3.01 PRIMARY TERM: The initial term of this agreement is for the period of one year starting on October 1st 2023 and ending on October 1st 2024.

3.02 TERM: The term ("Term") of this agreement shall commence on the date of execution by the last party hereto and shall terminate one year from commencement. The Agreement shall renew automatically each year upon the anniversary date of its expiration unless one (1) of the Parties hereto provides the other party with written notice of its desire not to renew the Agreement. Such notice shall be provided at least sixty (60) days prior to the expiration of the current term. All agreements between Parties are set out in this Agreement and on oral agreements which are not contained in this Agreement will be enforceable against either party.

3.03 TERMINATION: This agreement may be terminated upon forty-five (45) 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 performance here under by the Contractor impracticable or impossible, such as severe damage to or destruction of the facility or action by governmental or judicial entities which create a legal barrier to the acceptance of an or the County's inmates:

ARTICLE IV

4.01 COMPLIANCE WITH LAW AND CONTRACTOR CAPACITY

LIMITS: Nothing herein shall create an obligation upon the Contractor to house the County's inmates where the housing of said inmates will, in the opinion of the Contractor's Sheriff, raise the population of the facility above permissible numbers of inmates allowed by law, or will, in the Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility, or result in possible violation of constitutional rights of the inmates housed at the facility. At the time that the Contractor's Sheriff

determines that a condition exists at the Contractor's facility necessitating the removal of the County's prisoners, or any specified number thereof, the County shall, upon notice by the Contractor's Sheriff to the Sheriff of the County, immediately (within eight (8) hours) remove said prisoners from the facility.

4.02 ELIGIBILITY FOR INCARCERATION AT FACILITY: only inmates of the County who meet the following requirements shall be eligible for incarceration in the facility:

- (a) The inmate must be otherwise eligible for incarceration in the facility in accordance with the state standards under both the Jail Commission approved custody assessment system in place at the County's jail and pursuant to the custody assessment system in place at the Contractor's facility.
- (b) The inmate must not have any existing major medical problems; and
- (c) The inmate must not use or need the aid of crutches, walkers, or wheelchair; and
- (d) The inmate must not be using medication for any mental health condition;
- (e) The inmate must not be under the care of the Texas Department of Mental Health and Mental Retardation;
- (f) The inmate must not have tested positive for tuberculosis (TB);
- (g) The inmate must not have attempted suicide or scored high on the suicide screening test;
- (h) The inmate must not have committed any act of violence against a detention officer or other inmate;
- (i) The inmate must not be deemed by Contractor as someone who would be detrimental to the operation of the Contractor's facility;
- (j) The inmate must not be a person who in the Contractor's sole opinion and discretion would pose an unusual expense of risk or expense to the Contractor.
- (k) The inmate must not have housing restrictions or charges that would require to be housed alone.

All inmate proposed by the County to be transferred to the Contractor' s facility under his agreement must meet all of the eligibility requirements set forth above. The Contractor reserves the right to review the inmates' classification/eligibility, and the right to refuse to accept any inmate that Contractor does not believe to be properly classified as a non-high risk inmate. Furthermore, if any inmate's eligibility classification or medical changes while incarcerated at the Contractors facility, the Contractor reserves the right to demand that the County pick up and remove that inmate with-in eight (8 hours of being notified by the Contractor.

4.03 ADDITIONAL RESERVATON OF CONTRACTOR: Contractor reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to the Contractor's facility, and the County shall cooperate with and provide information requested regarding any inmate by the Contractor's Sheriff. The Contractor reserves the right to refuse acceptance of any prisoner of the County. Likewise, if any inmates' behavior, medical or psychological condition, or other circumstances of reasonable concern to the Contractor's Sheriff make the inmate unacceptable for continued incarceration in the Contractor' s facility in the opinion of the Contractor's Sheriff, the County will be requested to remove said inmate from the facility, and shall do so immediately (within eight (8) hours) upon the request of the Contractor'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: Contractor shall not be in charge or responsible for the computation or processing of inmates' times of confinement, including, but not limited to, computation of good time awards/credits and discharge date. All such computations and record-keeping shall continue to be the responsibility of the County. It shall be the responsibility of the County to notify the Contractor of any discharge date for an inmate at least ten (10) days before such date. The Contractor shall release inmates of the County only when such release is specifically requested in writing by the Sheriff of the County. However, it is agreed that the preferred and usual course of dealing between the parties shall be for the County to pick up and return inmates to the County facility shortly before their discharge date, and for the County to discharge the inmate from its own facility. The County accepts all responsibility for the calculations and determinations set. for the above and for giving Contractor notice of same, and to the extent allowed by law, shall indemnify and hold the Contractor harmless for all liability or expenses of any kind arising

from there. The County is responsible for all paperwork, arrangements, and transportation from inmates to be transferred to the Texas Department of Criminal Justice Division.

4.05 OFFENSES COMMITTED WHILE INCARCERATED IN CONTRACTOR'S FACILITY: If an inmate commits an offense while incarcerated in Contractor's facility, the charging of the inmate and incarceration of the inmate on such charges, does not relieve the County from its duty to continue paying the cost of incarcerating the inmate as set out in this agreement so long as the inmate is held on charges or for an offense that did not occur in the County.

ARTICLE V

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 may be delivered by either party hereto to the other by United States Mail or reliable courier at the following address:

To Contractor: Somervell County Sheriff's Office
750 Bo Gibbs
Glen Rose, Texas 76043

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

Invoices to County: Lamb County Treasurer
100 6th Drive, Rm. 111
Littlefield, TX 79339

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such part as above provided.

5.03 AMENDMENTS: This agreement shall not be modified or amended except by written instrument executed by the duly authorized representative of both parties and approved by Commissioner's Court of the respective parties hereto.

5.04 PRIOR AGREEMENTS: This agreement contains all of the agreements and understandings, 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 governs 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 Glen Rose Somervell County, Texas and venue of any dispute or matter arising under this agreement shall be in a district court of Somervell County, Texas.

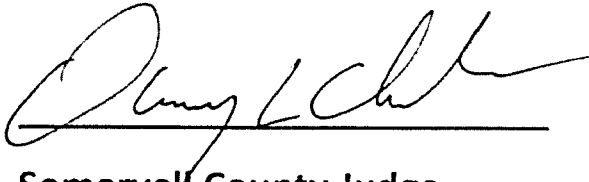
5.06 APPROVALS: This agreement must be approved by Commissioner's Court of the County and the Commissioner's Court of the Contractor in accordance with the Interlocal Cooperation Act.

5.07 FUNDING SOURCE: The 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 County Auditor below certifies that there are sufficient funds from current revenues available to the County to meet its obligation under this agreement.

**CONTRACTOR.
SOMERVELL COUNTY, TEXAS**

**COUNTY.
LAMB COUNTY, TEXAS**

By:

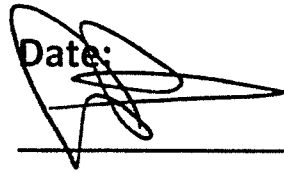


Somervell County Judge

Date:

10-10-2023

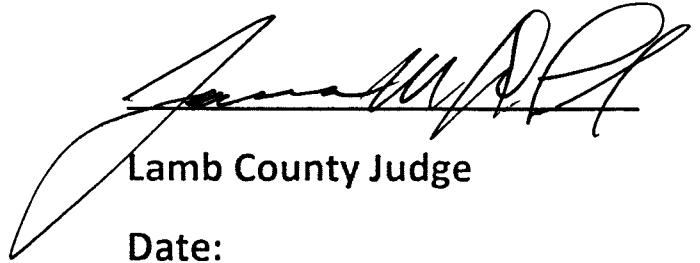
Somervell County Sheriff



Date:

10-10-2023

By:



Lamb County Judge

Date:



Lamb County Sheriff

Date:

11-27-23