

**INTERGOVERNMENTAL AGREEMENT BETWEEN GARZA  
COUNTY AND LAMB COUNTY REGARDING HOUSING OF  
LAMB COUNTY INMATES IN THE GARZA COUNTY  
LAW ENFORCEMENT CENTER/JAIL**

**DRAFT**

THE STATE OF TEXAS  
THE COUNTIES OF  
LAMB AND GARZA



KNOW ALL MEN BY THESE PRESENTS

The County of Garza, Texas hereafter referred to as 'GARZA' and the County of Lamb, Texas hereafter referred to as 'LAMB', enter into the following agreement concerning the incarceration of overflow prisoners of LAMB County Texas, and said agreement is set out as follows;

1. A) GARZA hereby agrees to house overflow prisoners incarcerated by LAMB if space is available. The availability of the space shall be determined by the GARZA County Sheriff in accordance with jail regulations set out by the Texas Commission on Jail Standards concerning the operation of jails and categories of prisoners.  
  
B) GARZA and LAMB hereby agree that GARZA will not house any injured prisoner unless LAMB furnishes an acceptable medical release signed by medical personnel, certifying that the prisoner may be incarcerated. Medical release shall be confirmed by GARZA medical personnel.  
  
C) The fee for housing said prisoners shall be at the rate of **\$62.00** per day, per prisoner, and GARZA shall bill LAMB on a monthly basis for said cost by an itemized statement showing the number of days per each individual prisoner. GARZA will charge the per diem fee the day the inmate is booked in. The day the inmate is returned/released will not be charged.
2. LAMB will pay for all hospital, health care services and prescription medications provided to any prisoners housed by GARZA for LAMB. Nonprescription medications will be administered without charge by GARZA for indigent inmates.
3. LAMB agrees to comply with all booking procedures of GARZA. GARZA agrees to furnish LAMB with a copy of the required forms and procedures, which must include Article 15.17 paperwork by your county. If the Article 15.17 Warnings and Determinations cannot be performed because of time of arrest, we have zoom capabilities so your magistrate can conduct those proceedings online.

4. GARZA further agrees that should a prisoner be injured while being housed by GARZA that GARZA will within ten (10) hours notify LAMB of said injury and provide LAMB with copies of all incident report(s) relating to said injury.
5. The Garza County Sheriff reserves the right to refuse or remove any inmate from the Garza County Law Enforcement Center. LAMB shall promptly arrange to take custody of it prisoner(s) if so requested by the Garza County Sheriff.
6. LAMB shall be fully responsible and liable for all suits, damages, losses or expenses including reasonable attorney fees, but only in regard to transfer of prisoner(s) by LAMB and duties herein assigned to LAMB, specifically excluding the actual incarceration of prisoners by GARZA. LAMB retains full liability for each inmate until the inmate has been booked in to the Garza County Law Enforcement Center.
7. GARZA shall be fully responsible and liable for all suits, damages, losses or expenses including reasonable attorney fees arising out of GARZA's performance or nonperformance of the services and duties herein stated, but only in regard to the actual holding and incarceration of prisoners by GARZA County Law Enforcement Center and specifically excluding the transfer of prisoner(s) by GARZA County Law Enforcement Center and specifically excluding the transfer of prisoners to and from GARZA unless transported by GARZA.
8. The term of agreement will be one (1) year commencing on October 1, 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.
9. In the event any LAMB County prisoner has to go to UMC Hospital in Lubbock, they will either need to transport and furnish Officers to guard their prisoner or agree to pay Garza County at the rate of \$30.00 per hour per Officer. UMC requires 2 Officers per inmate 24 hours a day.

A) All transports will be responsibility of LAMB County. Upon the event that LAMB is unable to provide transportation of inmate, a fee of \$0.56 per mile will be reimbursed to Garza County for providing transportation if we have transport officer and vehicle available.

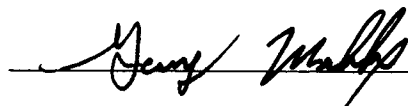
B) If LAMB County needs five or more prisoners transported to or from their county, they will be required to pay for a second Officer at the rate of \$30.00 per hour. Garza County will furnish one Officer at no charge. This is for Officer Safety.

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

Executed by the Sheriff of Garza County on this \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Terry Morgan, Garza County Sheriff

Executed by the Sheriff of Lamb County on this 25<sup>th</sup> day of September, 2023.

  
\_\_\_\_\_  
Lamb County Sheriff

Garza County

Approved as to Form and Substance:

\_\_\_\_\_  
Lee Norman  
County Judge, Garza County, TX.

\_\_\_\_\_  
Ted Weems  
County Attorney, Garza County, TX.

\_\_\_\_\_  
County Judge.  
Lamb County, TX.

\_\_\_\_\_  
County/District Attorney  
Lamb County, TX.