

INTERLOCAL COOPERATION AGREEMENT

For Housing of Lubbock County Inmates

This Agreement is made by and entered into between Lubbock County, Texas (hereinafter "Lubbock County") and Montague County, Texas (hereinafter "Montague 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, Montague 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 Montague County desire to enter into an agreement pursuant to which Montague 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:** Montague 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. Montague 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 Montague 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 Montague County an amount equal to the amount

Montague 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, Montague 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.

Montague 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.

Montague 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 Montague County paying the costs directly, Lubbock County shall reimburse Montague County for such costs within forty-five (45) business days of receipt of invoice from Montague County, which invoice may be delivered personally, by facsimile, by mail or by other reliable sources.

1.03 **MEDICAL INFORMATION:** Lubbock County shall provide Montague County with medical information for all inmates sought to be transferred to _____ 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 Montague 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 Montague County.

Montague County will provide stationary guard services (\$25.00 _____ 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 Montague County for the actual cost of said guard services to Montague County, which shall be billed by Montague County along with regular monthly billing for detention services.

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

ARTICLE II
FINANCIAL PROVISIONS

- 2.01 **PER DIEM RATE:** The per diem rate for detention services under this Agreement is Sixty _____ dollars (\$60.00 _____) 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, Montague _____ County will bill for the day of arrival, but not for the day of departure.
- 2.02 **BILLING PROCEDURE:** Montague _____ 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 Montague _____ County within thirty (30) days after receipt of the invoice. Payment shall be in the name of Montague _____ County and remitted to:

Montague County Treasurer

_____ PO Box 186

_____ Montague, TX 76251

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 Montague _____ 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 Montague 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 Montague County to house Lubbock County's inmates where the housing of said inmates will, in the opinion of Montague County's Sheriff, raise the population of the facility above permissible numbers of inmates allowed by law, or will, in the Montague 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 Montague County's Sheriff determines that a condition exists at Montague County's facility necessitating the removal of Lubbock County's prisoners, or any specified number thereof, Lubbock County shall, upon notice by Montague 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 Montague County's facility.

All inmates proposed by Lubbock County to be transferred to Montague County's facility under this Agreement must meet the eligibility requirements set forth above. Montague 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 Montague County's facility,

Montague 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:** Montague County reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to Montague 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 Montague County's Sheriff makes the inmate unacceptable for continued incarceration in Montague County's facility in the opinion of Montague 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 Montague 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:** Montague 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 Montague County of any discharge date for an inmate at least ten (10) days before such date. Montague 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 Montague County notice of the same, and to the extent allowed by law, shall indemnify and hold Montague 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.

LUBBOCK COUNTY, TEXAS:

Montague COUNTY, TEXAS:

Curtis Parrish
Lubbock County Judge


Kevin Benton
Montague County Judge

Date Approved by Lubbock County
Montague County
Commissioners Court

Date Approved by Montague County
Commissioners Court 2-13-23


ATTEST:

ATTEST:

Kelly Pinion
Lubbock County Clerk


Kim Jones
Montague County Clerk

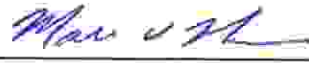
Kathy Williams
Lubbock County Auditor


Jennifer Essary
Montague County Auditor

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

Kelly S. Rowe
Lubbock County Sheriff
Sheriff


Marshall Thomas
Montague County

REVIEWED AS TO FORM:

REVIEWED AS TO FORM:

Jennifer Slack
Civil Division
Criminal District Attorney's Office


Attorney Approval as to Form