

NOTICE OF SPECIAL MEETING OF THE  
COMMISSIONERS COURT OF THROCKMORTON COUNTY, TEXAS

Notice is hereby given that a special meeting of the above-named Commissioners Court will be held on the day of 30<sup>th</sup> day of April 2020 at 10:30 A.M., at 105 N Minter Ave, Throckmorton, TX, at which time the following subjects will be discussed, to-wit:

1. Call meeting to order.
2. Read and approve minutes from previous meeting.
3. Discuss and take any action to approve the Deposit Account Control Agreement (DACA) and the Deposit Agreement Instructions and Service Agreement (DAISA) for Throckmorton County DBA Haskell Healthcare Center.
4. Discuss and take any action on the SBA 7a Paycheck Protection Program (PPP) loan for Throckmorton County Memorial Hospital.
5. Discuss and take any action to approve the Intergovernmental Agreement between Garza County and Throckmorton County regarding housing of Throckmorton County inmates in the Garza County Law Enforcement Center/Jail.
6. Adjourn.

Commissioners Court of Throckmorton County, Texas

*Hayley Briles*

Agenda Clerk

FILED FOR RECORD  
at 10:30 o'clock am

APR 27 2020

CLERK COURT  
THROCKMORTON, TX

COMMISSIONERS' COURT

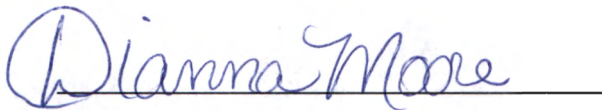
Special Meeting

Throckmorton County Commissioners' Court met in Special Session on Tuesday the 30th day of April, 2020, at 10:30 A.M., at 105 North Minter, Throckmorton, Texas, with the following members present:


Trey Carrington, County Judge, Casey Wells, Pct#1 Commissioner, Kasey Hibbitts, Commissioner Pct #2, Lance Sullivan, Commissioner Pct. #3, Klay Mitchell, Commissioner Pct. #4, Dianna Moore, County Clerk, Brenda Rankin, Doc Wigington, Bryan Key, and Kirby Gober

1. Trey Carrington called meeting to order at 10:34 A.M.
2. Dianna Moore read minutes from previous meeting. Kasey Hibbitts made the motion with Klay Mitchell seconding to approve the minutes. Motion carried 5-0.
3. Casey Wells made the motion with Lance Sullivan seconding to approve the Deposit Account Control Agreement (DACA) and the Deposit Agreement Instruction and Service Agreement (DAISA) for Throckmorton County DBA Haskell Healthline Center and to give Kirby Gober the authority to sign and execute on behalf of the county. Motion carried 5-0.
4. Casey Wells made the motion with Kasey Hibbitts seconding to approve for Throckmorton County Memorial Hospital to execute the loan for the SBA 7a Paycheck Protection Program and to give Kirby Gober the authority to sign the note. Motion carried 5-0.
5. Lance Sullivan made the motion with Kasey Hibbitts seconding to approve and sign the Intergovernmental Agreement between Throckmorton County and Garza County regarding housing of the Throckmorton County inmates in Garza County. Motion carried 5-0.
6. Casey Wells made the motion and seconded by Klay Mitchell to adjourn at 11:04 a.m. Motion carried 5-0.

Witnessed my hand AND approved this the 11th day of May, 2020.



ATTEST: County Clerk



County Judge

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

THE STATE OF TEXAS

THE COUNTIES OF

THROCKMORTON AND GARZA

KNOW ALL MEN BY THESE PRESENTS

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

1. A) GARZA hereby agrees to house overflow prisoners incarcerated by THROCKMORTON 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 THROCKMORTON hereby agree that GARZA will not house any injured prisoner unless THROCKMORTON 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 **\$45.00** per day, per prisoner, and GARZA shall bill THROCKMORTON 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. THROCKMORTON will reimburse GARZA for all paid medical expenses incurred by prisoners housed by GARZA for THROCKMORTON. This includes hospital, health care services, dental (extractions only), EMS, and prescription medications. THROCKMORTON inmates will be required to pay \$5.00 per physician visit. Nonprescription medications will be administered without charge by GARZA for indigent inmates. GARZA agrees to notify THROCKMORTON

prior to a prisoner receiving medical attention outside of the law enforcement center except in the case of an emergency and then notification must be made as soon as possible.

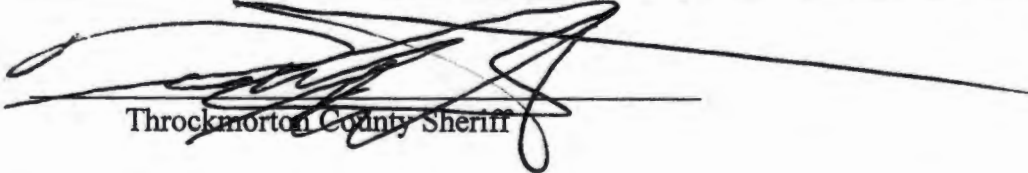
3. THROCKMORTON agrees to comply with all booking procedures of GARZA. GARZA agrees to furnish THROCKMORTON with a copy of the required forms and procedures.
4. GARZA further agrees that should a prisoner be injured while being housed by GARZA that GARZA will within ten (10) hours notify THROCKMORTON of said injury and provide THROCKMORTON 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. THROCKMORTON shall promptly arrange to take custody of its prisoner(s) if so requested by the Garza County Sheriff.
6. THROCKMORTON 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 THROCKMORTON and duties herein assigned to THROCKMORTON, specifically excluding the actual incarceration of prisoners by GARZA. THROCKMORTON 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 the date signed below. 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 THROCKMORTON County prisoner has to go to UMC Hospital in Lubbock, THROCKMORTON 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.

ACCEPTED, APPROVED, and WITNESSED our hands on this the \_\_\_\_\_ day of \_\_\_\_\_, 2020

Executed by the Sheriff of Garza County on this \_\_\_\_\_ day of \_\_\_\_\_, 2020

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

Executed by the Sheriff of Throckmorton County on this 30 day of APRIL, 2020

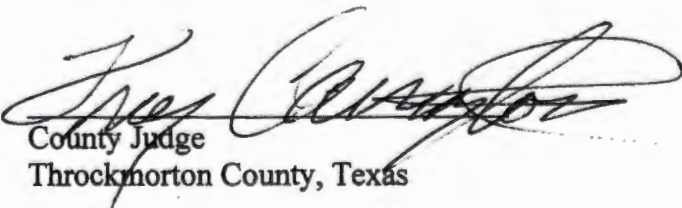
  
\_\_\_\_\_  
Throckmorton County Sheriff

Garza County

Approved as to Form and Substance:

\_\_\_\_\_  
Lee Norman  
County Judge, Garza County, Texas

\_\_\_\_\_  
Ted Weems  
County Attorney, Garza County, Texas

  
\_\_\_\_\_  
County Judge  
Throckmorton County, Texas

\_\_\_\_\_  
County/District Attorney  
Throckmorton County, Texas