

**NOTICE OF REGULAR MEETING
GARZA COUNTY COMMISSIONERS' COURT
MONDAY, OCTOBER 27, 2025 AT 9:00 AM
COMMISSIONERS' COURTROOM
300 MAIN STREET
POST, TEXAS 79356**

COMPLETE AGENDA:

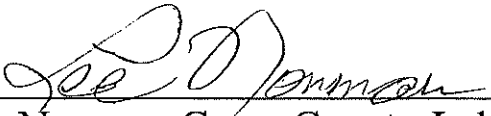
Call to Order Monday, October 27, 2025 at 9:00 AM

**DELIBERATE AND CONSIDER ACTION ON THE
FOLLOWING ITEMS**

1. Prayer
2. Pledge to Flags
3. Public Comment
4. Consider to Approve Minutes from Previous Meeting
5. Consider to Approve Accounts Payable
6. Receive Reports from County Offices
7. Consider to Approve Inmate Housing Contract Between Garza County and Lubbock County
8. Consider to Approve Amended Inter-local Agreement with South Plains Theft Task Force
9. Consider to Approve New Contract for Indigent Health Care Coordinator

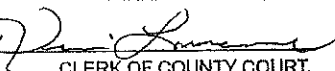
10. Consider to Approve Burn Ban

11. Budget Amendments and Line Item Transfers



Lee Norman, Garza County Judge

FILED 10/20/2025 3:41 P. M
TERRI LAURENCE

BY  :
CLERK OF COUNTY COURT,
GARZA COUNTY, TEXAS

In accordance with Title III of the Americans with Disabilities Act, we invite all attendees to advise us of any special accommodations due to disability. Please submit your request as far in advance as possible of the meeting you wish to attend by contacting the Judge's office at 806-495-4405

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

THE STATE OF TEXAS

THE COUNTIES OF

LUBBOCK AND GARZA



KNOW ALL MEN BY THESE PRESENTS

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

1. A) GARZA hereby agrees to house overflow prisoners incarcerated by LUBBOCK 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 LUBBOCK hereby agree that GARZA will not house any injured prisoner unless LUBBOCK 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 \$72.00 per day, per prisoner, and GARZA shall bill LUBBOCK 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. LUBBOCK will pay for all hospital, health care services and prescription medications provided to any prisoners housed by GARZA for LUBBOCK. Nonprescription medications will be administered without charge by GARZA for indigent inmates.
3. LUBBOCK agrees to comply with all booking procedures of GARZA. GARZA agrees to furnish LUBBOCK 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 LUBBOCK of said injury and provide LUBBOCK 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. LUBBOCK shall promptly arrange to take custody of it prisoner(s) if so requested by the Garza County Sheriff.
6. LUBBOCK 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 LUBBOCK and duties herein assigned to LUBBOCK, specifically excluding the actual incarceration of prisoners by GARZA. LUBBOCK 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, 2025. 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 LUBBOCK 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 \$40.00 per hour per Officer. UMC requires 2 Officers per inmate 24 hours a day.
 - A) All transports will be responsibility of LUBBOCK County. Upon the event that LUBBOCK 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 LUBBOCK 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 \$40.00 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 15 day of September, 2025.

Executed by the Sheriff of Garza County on this _____ day of _____, 2025.

Michael Isbell, Garza County Sheriff

Executed ^{for} by the Sheriff of Lubbock County on this 4TH day of SEPTEMBER 2025



Dan Corbin, Chief Administrator
Lubbock County Sheriff's Office

Garza County

Approved as to Form and Substance:

Lee Norman
County Judge, Garza County, TX.

Annhya Velez
County Attorney, Garza County, TX.



County Judge.
Lubbock County, TX.



County/District Attorney
Lubbock County, TX.

AMENDMENT TO MUTUAL COOPERATION AGREEMENT

SOUTH PLAINS AUTO THEFT TASK FORCE

It is mutually understood and agreed by and between the South Plains Auto Theft Task Force ("SPATTF"), which is commissioned and supervised by the Lubbock County Criminal District Attorney, K. Sunshine Stanek, and Garza County Sheriff's Office, whose jurisdiction includes Garza County, as parties to an Mutual Cooperation Agreement for SB224 Catalytic Converter Grant Program funds, which has been in effect since the 1st day of September, 2023, to waive any limitations on modification of the original Agreement for the sole purpose of modifying said Agreement as follows:

The original Agreement is hereby amended to allow for an additional one-year term. The term of the Agreement is hereby extended for an additional one (1) year, commencing September 1, 2025, and maturing August 31, 2026. No additional matching funds shall be required.

These modifications shall become effective on the date of execution. All other terms and conditions not hereby modified shall remain in full force and effect.

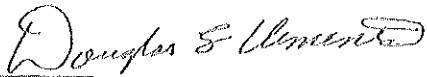
EXECUTED this on the 14th day of October 2025.

FOR THE SOUTH PLAINS AUTO THEFT TASK FORCE/LUBBOCK COUNTY
CRIMINAL DISTRICT ATTORNEY:



K. Sunshine Stanek,
Criminal District Attorney,
Lubbock County, Texas

APPROVED AS TO CONTENT:



Doug Clements
SPATTF Commander

APPROVED AS TO FORM ONLY:



Jennifer Irlbeck
Civil Division, Lubbock County
Criminal District Attorney's Office

EXECUTED this the _____ day of _____, _____.

FOR THE AGENCY:

Lee Norman,
County Judge,
Garza County, Texas

APPROVED AS TO CONTENT:

Michael Isbell
Sheriff,
Garza County Sheriff's Office,
Garza County, Texas

**CONTRACT AND AGREEMENT
MEDICAL BILLING REVIEW AND MEDICAID CODING**

This Agreement is made between Garza County and Brandy Fannon, to be effective _____.
(Date approved)

WITNESSETH

Whereas Garza County desires to retain the above-named Service Provider to perform services as stated herein and Brandy Fannon is willing to render such services, to wit:

1. Review all submitted medical invoices on behalf of the Garza County Jail to ensure that billing is correct for services rendered.
2. Review all submitted medical invoices on behalf of Garza County to ensure that billed amounts for services rendered are at current Medicaid rates.
3. Adjust any billing that is not correct to reflect Medicaid rates and resubmit the corrected invoice to Garza County for remittance.
4. Brandy Fannon will provide a monthly report to Garza County, listing the amount of money charged, saved and paid, if any, during the respective months. The service provider will submit the monthly report by the 10th calendar day of the following month.

WHEREAS Garza County agrees to pay Brandy Fannon the following:

A base fee of \$25 monthly for services and monthly report and \$20.00 per claim reviewed by Brandy Fannon.

Additional services may be scheduled subject to agreement and approval of Garza County and Brandy Fannon.

The confidentiality of clinical information and records is maintained in accordance with federal and state guidelines. All records, case histories, files or other information concerning any inmate reviewed by Brandy Fannon under the terms of this agreement shall be considered confidential and not disclosed under any circumstances to any individual, corporation or other entity without Garza County express written consent or approval unless necessary according to the ACA Ethics Code or state or federal law.

Payment of services will be made on a monthly basis in response to a detailed invoice being submitted to Garza County by Brandy Fannon by the 10th calendar day of the following month.

All inquiries, including technical inquiries and correspondence regarding this agreement, shall be directed at the attention of the Garza County Treasurer. Garza County will not be bound by any independent agreements or changes to any part of this agreement, made as a result of inquiries or liaison between Brandy Fannon and Garza County personnel, unless authorized by Garza County in writing.

After a mutual good faith effort has been made toward the success and performance of this contract, if either party in its sole judgment determines that the contract cannot be successfully continued, and desires to terminate the contract, then the party so desiring to terminate may do so by notifying the other party in writing, by certified mail or personal delivery to its principal office, of its intention to terminate the contract (30) calendar days from the date of Notice to Terminate is received by the other

party. Notice to Garza County shall be mailed to Garza County Treasurer, 300 West Main Street, Post Texas 79356. At 12 midnight, thirty (30) days thereafter, this contract shall terminate, become null and void and be of no further force or effect.

Brandy Fannon is an independent contract and is not entitled to any benefits or privileges extended to Garza County employees. As such, Brandy Fannon is responsible for all income, self-employment, and other tax payments as required by law. Brandy Fannon agrees to hold harmless Garza County from any injuries or damage sustained to, or by Brandy Fannon, or damages to Garza County or third parties because of Brandy Fannon's performance under this agreement.

Judge Lee Norman

Date

Brandy Fannon

Date

STATE OF TEXAS

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IN THE COMMISSIONERS COURT

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OF

COUNTY OF GARZA

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GARZA COUNTY, TEXAS

ORDER FOR GARZA COUNTY

PROHIBITION OF OUTDOOR BURNING

WHEREAS, in accordance with provisions of Section 352.081 of the Texas Local Government code, the Garza County Commissioners Court has found that circumstances present in all or part of the unincorporated area of Garza County create a public safety hazard that would be exacerbated by outdoor burning; and

WHEREAS, a finding of such public safety hazard authorizes the imposition of controls on activities which tend to increase the likelihood of such fires;

BE IT THEREFORE ORDERED that the following regulations are hereby established for all unincorporated areas of Garza County, Texas for the duration of this Order:

(1) Actions Prohibited:

- (a) A person violates this Order if he burns any combustible material outside of an enclosure which serves to contain all flames and/or sparks, or orders such burning by others. *Said enclosure to be enclosed on all sides having a cover. The cover is to be of a mesh construction having holes small enough to prevent most debris from escaping the enclosure during burning.*
- (b) *A person violates this order if while burning he does not possess means for extinguishing a fire, including an amount of water or fire extinguisher device that would be reasonable to extinguish a fire that is a foreseeable result of the intended burning.*

(2) Exceptions:

This Order does not apply to outdoor burning activities related to public health and safety that are authorized by the Texas Commission on Environmental Quality for (1) firefighter training, (2) public utility, natural gas pipeline, or mining operations, (3) planting or harvesting of agricultural crops, (4) burns that are conducted by a prescribed burn manager certified under Section 153.048, Natural Resources Code, and meet the standards of Section 153.047 Natural Resources Code, or (5) with prior approval from the Garza County Judge. The Order also does not apply to any burns that are conducted in accordance with a plan that has been approved by the Prescribed Burning Board, Texas Department of Agriculture.

(3) Enforcement:

- (a) Upon notification of suspected outdoor burning, the local fire department shall respond to the scene and take immediate measures to contain and/or extinguish the fire.
- (b) AS soon as possible, the local Fire Marshal and/or a duly commissioned peace officer shall be sent to the scene to investigate the nature of the fire.
- (c) This Order may be enforced in accordance with Section 352.081 of the Texas Local Government Code. An offense based on a violation of this Order is a Class C Misdemeanor, punishable by a fine of up to \$500.00.

(4) Duration:

This Order shall expire either at the end of 90 days after the effective date shown on the Order, or upon a determination by the Commissioner Court, either by its own action or through the County Judge as its authorized agent, or that the circumstances referred to herein no longer exist, whichever is earlier.

PASSED AND APPROVED this 27th day of October, 2025.

EFFECTIVE on the 27th day of October, 2025

Lee Norman
Garza County Judge

ATTEST:

Terri Laurence, Garza County Clerk