

TYLER COUNTY COMMISSIONERS COURT
SPECIAL MEETING
August 1, 2008 ---- 9:00 a.m.

THE STATE OF TEXAS ON THIS THE 1st day of August, 2008 the
Commissioners' Court in and for Tyler County, Texas convened in a Special Meeting at
the Commissioners' Courtroom in Woodville, Texas, the following members of the Court
present, to wit:

JACQUES L. BLANCHETTE	County Judge, Presiding
MARTIN NASH	COMMISSIONER, PCT. #1
RUSTY HUGHES	COMMISSIONER, PCT. #2
JOE MARSHALL	COMMISSIONER, PCT. #3
JACK WALSTON	COMMISSIONER, PCT. #4
DONECE GREGORY	COUNTY CLERK, EX OFFICIO

The following were absent: none thereby constituting a quorum. In addition to the above
were:

JOYCE MOORE	COUNTY AUDITOR
SHARON FULLER	COUNTY TREASURER
JOE SMITH	CRIMINAL DISTRICT ATTORNEY
BRUCE STRICKLAND	ADULT PROBATION OFFICER
DAVID HENNIGAN	REPUBLICAN NOMINEE FOR SHERIFF
TERRY RILEY	DEMOCRATIC NOMINEE FOR SHERIFF

The court heard proposals from two architectural firms concerning assessment of jail
expansion.

Gary Adams with DRG Architects, PLLC explained the process of a study to justify the
expansion. These are based on such things as population growth, surrounding counties
needs for beds, federal prisoners, etc.

Joe Smith explained the frustration of sending defendants to jail and they "walk in and
walk out" because there is no bed space in the jail. He was adamant about all agencies
that were connected to the jail to be included and interviewed in the assessment.

Provide list of counties where they have performed other studies. Also, provide a list of
information they look at for the assessment of the number of beds needed for a jail.

Lou Cloy suggested the possibility of a "podular" design for non-violent offenders that
would save money due to the requirement of the jailer/defendant ratio. DRG felt they
were the only architectural firm that would build jails in a "podular" design. Because of
"classification" for example a 40 bed jail, only 30 beds could be used. The pros and
cons of this designed was explained in answer to Mr. Hennigan's question.

They projected a time frame of 30 days to do the study. Commissioner Nash expressed
concern about the need for doing an independent study that would not be related to any
architectural issues. The county does not need a jail "to make money" but to handle the
needs of the county. Mr. Adams summarized that the study would either show the county
did not need to expand at this time; or, the need to build a jail that is "not too big, but not
too little" to serve the needs of the county.

Court recessed at 10:00 a.m. for 15 minutes.

Back in session:

Steve Robinson with MGT of America, Inc. introduced members of their team present
and their experience with jails and the jail commission. He stated his firm did not
represent any architectural or design firms; they did studies only.

Margo Frasier, former Sheriff of Travis Co., reviewed their presentation and would
advise the court all the way to a bond process, if needed. She advised explanations to the
taxpayers about public safety issues if a jail is needed and not built. Mr. Robinson added
that their study would show, "where you are now, what you need and why you need it."

Judge Blanchette expressed that the court was approaching this that a "band aid" is not the solution.

Commissioner Nash reported the jail commission had done a study and admitted it had a lot of "holes" in it. The study came in at 96 beds but before the meeting ended they could see the need of 192 bed facility.

Steve Robinson projected an extensive study would take 60 to 90 days and could start within 15 days.

Howard Griner was concerned that if a facility less than a 240 bed was built, we would have to be doing it again in 10-20 years. Ninety percent of the people he has talked to in Warren support building a new jail.

Court recessed at 11:31 a.m. for 5 minutes. Sharon Fuller and Terry Riley did not return.

Back in session:

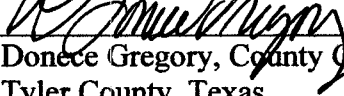
Commissioner Marshall motioned to table this for further questioning. There was no second. **Commissioner Nash** motioned to hire MGT of America, Inc. to do the feasibility study of the need to expand the **Tyler County Jail**. **Commissioner Walston** seconded the motion. All voted yes and none no.

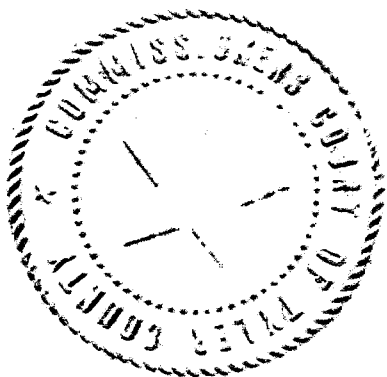
A motion was made by Commissioner Walston and seconded by Commissioner Nash for the meeting to adjourn. All voted yes and none no.

THERE BEING NO FURTHER BUSINESS, THE MEETING ADJOURNED.

I, Donece Gregory, County Clerk and ex officio member of the Tyler County Commissioners Court, do hereby certify to the fact that the above is a true and correct record of the Tyler County Commissioners Court session held on August 1, 2008

Witness my hand and seal of office on this the 1st day of August, 2008.

Attest: 
Donece Gregory, County Clerk
Tyler County, Texas



15 min
press @ 10:00



TYLER COUNTY COMMISSIONERS COURT
August 1, 2008 Tyler County Courthouse, Room 101
Woodville, Texas

NOTICE Is hereby given that a *Special Meeting* of the Tyler County Commissioners Court will be held on the date stated above, at which time the following subjects will be discussed;

AGENDA

DISCUSS/CONSIDER APPROVE: Selection of firm to assist with assessment of jail expansion needs.

9:00 AM: DRG Architects, PLLC; Gary Adams

10:20 AM: MGT of America, Inc.; Steve Robinson

do not rep firm that designs
- UN biased

Nash - ^{concerned} needs a ^{indep} study not related to any architectural issues
- jail "not to make money" but to handle the needs of the county

@ not too big but not too little
Jacques L. Blanchette
JACQUES L. BLANCHETTE
County Judge

I do hereby certify that the above Notice of Meeting of the Tyler County Commissioners Court is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice in the Tyler County Courthouse at a place readily accessible to the general public at all times and that said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting, as is required by Article 6252-17, V.T.C.S.

Executed on July 28 2008

Donece Gregory, Tyler County Clerk

By: Dean Grew (Deputy)

NO. _____ TIME 1:00 PM

JUL 28 2008

DONECE GREGORY, COUNTY CLERK
TYLER COUNTY, TEXAS

By: Dean Grew

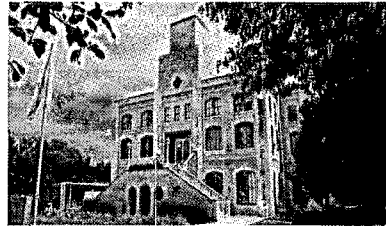
Howard Grivens on
Committee
Range Cost ~~40,000~~ \$30,000 study takes 30 days

Mungo

Sheriff of Travis Co

A presentation on

What Could be Done to Help Reduce Pressure on the Jail in Tyler County, Texas



August 1, 2008

MGT
OF AMERICA, INC.

Overview



- ◆ Who we are
- ◆ Our understanding of Tyler County issues
- ◆ Project approach
- ◆ Prior experience
- ◆ Why select MGT?

Steve Robinson
SENIOR ASSOCIATE

SROBINSO@MGTOFAMERICA.COM

MGT
OF AMERICA, INC.

MGT AUSTIN
502 EAST 11TH STREET, SUITE 300
AUSTIN, TEXAS 78701
P: 512-476-4697 • F: 512-476-4699
800-378-9565
WWW.MGTCRIMINALJUSTICE.COM

MGT
OF AMERICA, INC.

MGT of America



- ◆ Extensive experience helping public sector organizations deal with resource and service challenges
- ◆ All senior staff have executive level, public sector experience, including one who is a former sheriff
- ◆ National firm with offices in four states, more than 120 professionals
- ◆ More than 3,300 projects to date in 49 states, Puerto Rico, and several foreign countries
- ◆ Established and fast growing practice in law enforcement, corrections, and public safety

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MGT Team



- ◆ **Bob Lauder, CPA – Senior Partner**
former senior revenue analyst for Texas State Comptroller's Office
- ◆ **Steve Robinson – Senior Associate**
former Executive Director of Texas Youth Commission
- ◆ **Margo Frasier – Senior Associate**
former Sheriff of Travis County, Texas
- ◆ **Wayne Scott – Senior Associate**
former Executive Director of Texas Department of Criminal Justice

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Issues in Tyler County



◆ Capacity Issues

- Overcrowding
- Alternatives to incarceration
- Inmate classification

◆ Jail Facility Issues

- How much to build
- Renovate or repurpose of existing facility

MGT's Approach



We propose addressing the problem in three phases:

- Phase I: Review of jail operations to help ensure county is maximizing use of existing space
- Phase II: Evaluation of inmate population, jail facilities, and alternatives to incarceration
- Phase III: Develop recommendations for Tyler County criminal justice system to help reduce pressure on jail

MGT's Approach (cont'd)



Phase I: Review of jail operations

- ◆ Review and evaluate current organizational structure and staff deployment
- ◆ Review and evaluate current classification and bed utilization
- ◆ Review and evaluate current health/mental health care, inmate and program service delivery methods
- ◆ Make recommendations to enhance efficiency of jail operations
- ◆ Produce financial impact analysis of recommendations regarding staffing, classification, bed utilization, health/mental health care, and inmate and program service delivery

MGT's Approach (cont'd)



Phase II: Evaluation of inmate population, jail facilities, and alternatives to incarceration

- ◆ Analyze inmate population
- ◆ Provide inmate population projections
- ◆ Update county's physical evaluation of all jail and support facilities
- ◆ Develop cost "trade off" analysis to determine effectiveness of any needed renovations with cost to build new facility
- ◆ Develop estimated costs of each option under considerations
- ◆ Identify alternatives to incarceration and special needs population

MGT's Approach (cont'd)



Phase II - Alternatives to incarceration

Reducing the jail population through diversion programs requires:

- ◆ **A systematic approach to identification of appropriate individuals**
- ◆ **A range of interventions available at various stages of the criminal justice system**
- ◆ **The availability of alternative sanctions, treatment, and intervention programs**
- ◆ **Data collection and analysis that supports and improves the overall process**

MGT's Approach (cont'd)



Phase II - The process

- ◆ **Develop a common vision**
- ◆ **Identify appropriate participants**
- ◆ **Identify and engage appropriate community-based services and interventions**
- ◆ **Develop policies and procedures**
- ◆ **Train staff**
- ◆ **Establish data collection process**
- ◆ **Implement program**

MGT's Approach (cont'd)



Phase III: Develop recommendations for Tyler County criminal justice system to reduce pressure on jail

- ◆ Reliable projections of future jail populations
- ◆ Reliable projections of future program and jail service needs
- ◆ Develop a highly efficient, comprehensive and long-range adult corrections master plan
- ◆ Develop a funding plan
- ◆ Establish correctional facility planning guidelines
- ◆ Determine the amount of each type of space needed
- ◆ Determine current inventory of each type of space
- ◆ Compare current inventory to space needs
- ◆ Evaluate condition of current facilities

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MGT's Approach (cont'd)



MGT's planning assets for jail facilities

- ◆ MGT's BASYS software – an objective analysis of existing facilities
- ◆ Population Project Model (including training on model for county staff)
- ◆ Thorough knowledge of Texas Commission on Jail Standards
- ◆ National experience and knowledge of best-practices and innovative solutions to issues including staffing, classification, program needs, and facilities lay out and design

SAMPLE INDEX FROM
BASYS SOFTWARE

```
WASP (WA State Penn)
WCC (Shelton)
Cell Center (88)
CI Warehouse (Bik a Pak) (90)
  Structural
    Foundation/Structure (Seed)
    Exterior Walls (Seed)
    Roof (Seed)
    Exterior Windows (Seed)
    Exterior Doors (Seed)
    Interior Floors (Seed)
    Interior Walls (Seed)
    Interior Doors (Seed)
    Ceiling (N/A)
    Fixed Equipment (Seed)
  Mechanical
    Electrical
    Plumbing
    HVAC
    Lighting (Seed)
    TeleCom (Seed)
  Safety/Fire Protection
    Means of Exit
    Fire Control Capability
    Fire Alarm System
    Emergency Lighting (Seed)
    Fire Resistance (Seed)
  Security
    Electronic Locking Mechanisms (N/A)
    Manual Locking Mechanisms (Seed)
    Cameras (N/A)
    Control Room Controls (N/A)
    Security Slazing (N/A)
    Security Doors (N/A)
    Security Louvers (N/A)
    ADA (Seed)
WCCW (Purdy Womens)
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Prior Experience / Clients



- ◆ Bexar County, Texas
- ◆ Dallas County Community Supervision and Corrections Department, TX
- ◆ Dallas County Sheriff's Office, TX
- ◆ Austin Police Department, TX
- ◆ Fresno County Detention Bureau, CA
- ◆ Washington Department of Corrections
- ◆ Cook County (Chicago) Department of Corrections, IL
- ◆ Cook County Judicial Advisory Council, IL
- ◆ District of Columbia Department of Corrections
- ◆ Washington Association of Sheriffs and Police Chiefs
- ◆ Louisiana Department of Public Safety and Corrections
- ◆ Florida Department of Corrections
- ◆ Texas Department of Criminal Justice
- ◆ Administration of Corrections and Rehabilitation, Commonwealth of Puerto Rico
- ◆ Oklahoma Department of Corrections
- ◆ Scotland County Sheriff's Department, NC
- ◆ Dorchester County Sheriff's Department, SC
- ◆ Kentucky Department of Corrections
- ◆ California Department of Corrections
- ◆ Reeves County Sheriff's Office, TX
- ◆ Virginia Department of Corrections
- ◆ Prince William County Sheriff's Dept., VA
- ◆ Lee County Sheriff's Office, FL
- ◆ Nashville-Davidson County Police Department, TN
- ◆ Irving Police Department, TX
- ◆ New Mexico Corrections Department

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MGT
OF AMERICA, INC.

We Are Qualified To Help



- ◆ Extensive jail, corrections, law enforcement, public safety, and criminal justice experience around the nation
- ◆ National reputation, credibility, and objectivity – we seek solutions beyond just building more space
- ◆ Proven approach and study methodologies
- ◆ Senior staff will work on project
- ◆ Proven record of practical solutions, repeat clients
- ◆ Understanding of criminal justice realities
- ◆ Extensive knowledge of Tyler County and its unique situation with team members who have knowledge of Texas – counties, standards, and facilities
- ◆ Show that the county did everything it could to help reduce the need for additional jail space before asking voters to approve jail bonds

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MGT
OF AMERICA, INC.

Thank You



For additional information please contact:

Steve Robinson
MGT of America, Inc.
502 East 11th Street
Austin, Texas 78701
512/ 476-4697 ext. 4410
srobinson@mgtamer.com

Margo Frasier
MGT of America, Inc.
502 East 11th Street
Austin, Texas 78701
512/ 476-4697 ext. 4413
mfrasier@mgtamer.com

CONSULTING SERVICES AGREEMENT

By and Between
TYLER COUNTY, TEXAS
and
MGT OF AMERICA, INC.

THIS AGREEMENT is made this 14th day of August 2008, by and between Tyler County, Texas ("Client"), and MGT of America, Inc., a Florida Corporation ("MGT").

In consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

1. Description of Services

MGT shall, as an independent contractor, provide the services specified in section 1.1 below ("the Services"), on the schedule specified in section 1.2 below.

1.1 Scope of Services

MGT shall provide to Client the following services:

The project will assess the current jail population, develop a forecast of future population levels to help manage jail population growth, and accurately assess facility needs. The assessment will produce recommendations and proposed program modifications designed to enhance the effectiveness and efficiency of the county's criminal justice system.

1.2 Timetable for Services

The services shall be performed and the product(s) of the services shall be delivered on the following schedule:

This contract shall begin on September 8, 2008 and shall end on November 28, 2008.

MGT will provide bi-weekly reports on project progress and significant findings to designees of the Client.

MGT will provide a comprehensive briefing on the preliminary project findings and recommendations to the Client by November 14, 2008.

MGT will submit a draft report addressing all aspects of the project by November 21, 2008.

MGT will submit the final report within ten (10) working days of receipt of Client comments on the draft report.

6.2 Entire Agreement

This written Agreement represents the entire agreement of the parties, and neither party is relying upon any negotiation, representation, warranty, promise, or covenant not set forth in this Agreement. This Agreement may not be modified or amended except by a written instrument for that purpose duly executed by both parties.

6.3 Subcontracting and Assignment

MGT may utilize subcontractors in performing the Services, but MGT shall remain responsible to the Client for performance under this Agreement. This contract shall be binding upon and inure to the benefit of both Client and MGT and their respective successors and assigns, if any, and legal representatives.

6.4 Interpretation, Venue, and Severability

This agreement shall be construed, interpreted, and enforced in accordance with Texas law without regard to conflicts of laws principles. Should any provision of this Agreement be held invalid or unenforceable by final judgment of a court of competent jurisdiction, it is the parties' intention that the remainder of this Agreement shall nevertheless be given effect as written. Any action arising out of or relating to this Agreement may be brought only in the Texas state court having jurisdiction and located in Tyler County, Texas. If more than one party executes this Agreement as Client, then each such party shall be jointly and severally responsible for Client's performance and payment under this Agreement.

6.5 Prior Performance

Services performed by MGT pursuant to Client's authorization, but before execution of this Agreement, shall be considered as having been performed pursuant to the terms and conditions of this Agreement.

6.6 Notices

All written notices, demands or requests pursuant to this Agreement may be served (as an alternate to personal service) by registered or certified mail or air freight services that provide proof of delivery, with postage and fees thereon fully prepaid, and addressed to the parties so to be served as follows:

If to MGT:

Karl Becker, Partner
MGT of America, Inc.
502 East 11th Street, Suite 300
Austin, TX 78701

If to Client:

Joe R. Smith
Tyler County
Tyler County Courthouse
Woodville, Texas 75979

Service of any such notice or demand so made by mail shall be deemed complete on the day of actual delivery as shown by the addressee's registry or certification receipt. Either party hereto may, from time to time, by written notice served upon the other as aforesaid, designate a different mailing address, or (a) different or additional person(s) to which or to whom all such notices or demands are

2. Compensation

For its work under this Agreement, MGT shall be paid a total amount not to exceed \$36,660. Project progress payments will be made as follows:

10% at commencement of contract

30% at October 1, 2008

30% at November 1, 2008

30% at November 28, 2008 or upon acceptance of final report

Invoices shall be payable on receipt and delinquent 25 days from receipt by Client. No payment shall be withheld or delayed by Client when, or to the extent that, such delay is the result of Client's failure promptly to review and accept the product of the Services or to perform any act necessary for MGT to proceed or continue with providing the Services.

3. Term and Termination

This agreement shall become effective upon its execution and delivery by the parties and shall remain in effect until completion of, and full payment for, the Services. For recordkeeping purposes, the term of this Agreement shall be from September 8, 2008 through November 28, 2008. This contract may be terminated prior to completion of the Services at the option of either party, upon delivery of written notice by the terminating party to the other party. In the event of early termination by Client, MGT shall be paid, upon invoicing in accordance with this Agreement, the agreed compensation (or if, due to termination, there is no agreed value for the services performed to date, MGT's standard hourly rates) for Services performed, plus expenses incurred, prior to termination.

4. Independent Contractor Status

The relationship of MGT to Client is that of an independent contractor, and nothing in this Agreement shall be construed as creating any other relationship. As an independent contractor, MGT shall comply with all laws relating to federal and state income taxes, associated payroll and business taxes, licenses and fees, workers compensation insurance, and all other applicable state and federal laws and regulations. Neither MGT nor anyone employed or subcontracted by MGT shall represent, act, purport to act, or be deemed to be an agent, representative, employee or servant to Client.

5. Project Managers

Karl Becker shall serve as Project Manager and point of contact for MGT under this Agreement. **Joe R. Smith** shall serve as Project Manager and point of contact for Client under this Agreement. By written notice to the other party, either party may change the identity of its project manager during the term of this Agreement.

6. Miscellaneous

6.1 No Continuing Waiver


The failure or forbearance by either party in exercising any remedy available to it upon a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or continuing breach by either party.

thereafter to be addressed. Persons named to receive copies of notices are listed for accommodation only and are not required to be personally served to comply with service of notice on a party.

IN WITNESS WHEREOF, this agreement has been executed and delivered by Client and MGT on the date first written above.

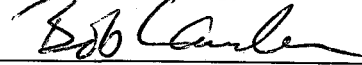
TYLER COUNTY

MGT OF AMERICA, INC.



Jacques L. Blanchette
County Judge
08/19/08

Date:



Bob Lauder
Senior Partner
8/26/08

Date:

Tyler County Courthouse
Woodville, TX 75979
409-283-2141
FEIN:

502 E. 11th Street, Suite 300
Austin, TX 78701
512-476-4697
FEIN: 59-1576733