

TYLER COUNTY COMMISSIONERS COURT
SPECIAL MEETING
MAY 7, 2009 ---- 8:30 a.m.

THE STATE OF TEXAS ON THIS THE 7th day of May, 2009 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
JACK WALSTON	COMMISSIONER, PCT. #4
JACKIE SKINNER	DEPUTY COUNTY CLERK, Ex-Officio

The following were absent: Commissioner Marshall thereby constituting a quorum. In
addition to the above were:

JERRY DEAN	ASSISTANT COUNTY AUDITOR
JOE SMITH	CRIMINAL DISTRICT ATTORNEY
DAVID HENNIGAN	SHERIFF

Judge Blanchette reported he had a verbal agreement with Judge Carraway yesterday in
the event the county needed to **transfer inmates**. He also reported the county had checks
that had cleared the bank however GEO was not showing payment for inmates
transferred to Newton County Jail. Tyler County was only delinquent in paying the
February statement. **Commissioner Nash** motioned to approve a **contract with Hardin
County** to house an overflow of inmates at \$40 per day. **Commissioner Walston**
seconded the motion. All voted yes and none no. Joe Smith stated the preference of
inmates transferred to Hardin County to be ones that had attorneys in that area. SEE
ATTACHED CONTRACT. Sheriff Hennigan requested permission to pursue the same
type of contract with San Augustine County in the event Newton and Hardin County jails
were full. Commissioner Nash pointed out this should be an agenda item in order for the
court to discuss the matter.

Sheriff Hennigan reported the fire exhaust has been repaired at the **Justice Center**. He
also stated the County Treasurer had pointed out the fund in the "Jail Interest & Sinking
Fund" could be used for these repairs. Jerry will consult with the County Auditor and
report the availability of using this fund. The repairs will be placed on the next agenda as
an action item.

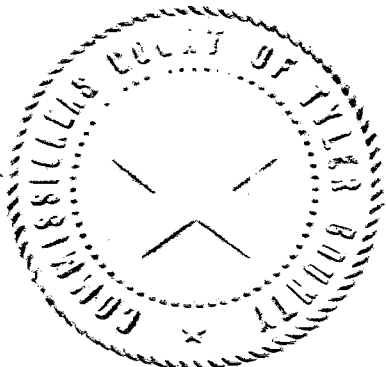
A motion was made by Commissioner Nash and seconded by Commissioner Hughes for
the meeting to adjourn. All voted yes.

THERE BEING NO FURTHER BUSINESS, THE MEETING ADJOURNED:10:30 a.m.

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 May 7, 2009.

Witness my hand and seal of office on this the 7th day of May, 2009.

Attest: 
Donece Gregory, County Clerk, Tyler County, Texas



INTERLOCAL COOPERATION AGREEMENT

This agreement is made by and entered into between Hardin County, Texas (hereinafter "Contractor") and Tyler County, Texas (hereinafter) ("County") on the date indicated below.

WHEREAS, County is seeking to provide for the housing and care of certain inmates incarcerated or to be incarcerated in its Correctional Facility, and

WHEREAS, Contractor currently has the available 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. Div. Stat.), and

WHEREAS, the County and the Contractor desire to enter into an agreement pursuant to which the Contractor will provide housing and care for certain inmates incarcerated or to be incarcerated in the County's Correctional Facility.

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:** Contractor agrees to accept, and provide for the secure custody, care and safekeeping of inmates of the County in accordance with state and local law, including the minimal standards promulgated by the Texas Commission on Jail Standards. The Contractor 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 Correctional Facility 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 of the Contractor's facility or by other than facility staff, prescription drug and treatments or surgical, optical and dental care, and does not include the costs associated with any hospitalization of an inmate. The County shall pay the Contractor an amount equal to the amount the Contractor is required to expend for medical services other than those routine medical services provided for the by the per day rate. When it becomes necessary for an inmate to be hospitalized, the Contractor shall contact the County, through it's Sheriff or designated representative, as soon as possible to inform the County of the fact that the inmate has been, or is to be, hospitalized and of the nature of the illness or injury that has required the hospitalization.

The Contractor 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.

The Contractor has the right to arrange for the hospital or health care provider to bill the County directly for the costs of the hospitalization and/or medical care, rather than the Contractor paying the costs and billing the same to the County. If the hospital or health care provider refuses to bill the county directly, the County shall reimburse the Contractor for such costs within forty-five (45) business days of receipt of an invoice from the Contractor therefore, which invoice may be delivered personally, by facsimile by mail or by other reliable courier.

1.03 **MEDICAL INFORMATION:** The County shall provide the Contractor with medical information for all inmates sought to be transferred to the Contractor's facility under this agreement, including information regarding any special medication, diet or exercise regiment applicable to such inmate.

1.04 **TRANSPORTATION AND OFF-SITE SECURITY**: The County agrees to assume responsibility for the transportation of its inmates to and from the Contractor's facility. Ambulance transportation (including emergency flight, etc.) is not covered by the per day rate and will be billed along with the regular monthly billing submitted to the County by the Contractor.

Contractor will provide stationary guard services as requested or required by the circumstances or by law for inmates admitted or committed to an off-site medical facility. The County shall compensate the Contractor for the actual cost of said guard services to the Contractor, which shall be billed by the Contractor along with the regular monthly billing for detention services.

The County is responsible for the transport of its inmates from the Contractor'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**: The Contractor shall provide the detention services described herein at the Hardin County Jail in Kountze, Texas, which is operated by The Hardin County Sheriff's Department.

ARTICLE II

FINANCIAL PROVISIONS

2.01 **PER DIEM RATE**: The per diem rate for detention services under this agreement is forty dollars (\$40.00) per man-day. This rate covers one inmate per day. Any portion of any date shall count as a man-day under this agreement, except that the County may not be billed for two days when an inmate is admitted one evening and removed the following morning. In that situation, the Contract will bill for the day of arrival, but not for the day of departure.

2.02 **BILLING PROCEDURE**: Contractor shall submit an itemized invoice for the services provided each month to the County, in arrears, invoices will be submitted to the Officer of the County designated to receive the same on behalf of the County. The County shall make payment to the Contractor within thirty (30) days after receipt of the invoices. Payment shall be in the name of Tyler County and shall be remitted to:

Make check payable to: Hardin County Treasure
P.O. Box 1990
Kountze, TX. 77625

Amounts which are not timely paid in accordance with the above procedure shall bear 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 the County under this agreement. County further agrees that the Contractor shall be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this agreement.

TERM OF AGREEMENT

3.01 **PRIMARY TERM**: The primary term of this agreement is for a period of one (1) year from the date of execution of this agreement by both parties.

3.02 **RENEWALS**: This agreement may be renewed annually by mutual agreement of the parties. In the event that the parties seek to renew this agreement at the end of the primary term or any renewal period, the per diem rate for the detention services shall be at the rate negotiated by the parties for such renewal period. The terms, conditions and rates with regard to any renewal period shall be as mutually agreed between the parties, and as approved by the commissioners' courts of the respective parties.

3.03 **TERMINATION**: This agreement shall terminate at the end of the primary term or of any renewal term unless renewed pursuant to Section 3.02. In addition, this agreement may be terminated upon sixty (60) days written notice by either party delivered to the Officer specified herein by the other to received notices. This agreement will likewise terminate upon the happening of an event that renders performance hereunder by the Contractor 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 the County's inmates.

ARTICLE IV

4.01 **COMPLIANCE WITH LAW**: Nothing herein shall create any obligation upon the Contractor to house the County's inmates where the housing of said inmates will, in the opinion of the Contractor's Sheriff, raise the population of the facility above permissible numbers of inmates allowed by law, or will, in the Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/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 the Contractor's Sheriff determines that a condition exists at the Contractor's facility necessitating the removal of the County's prisoners, or any specified number thereof, the County shall, upon notice by the Contractor's Sheriff to the Sheriff of the County, immediately (within eight (8) hours) remove said prisoner/s from the facility.

4.02 **ELIGIBILITY FOR INCARCERATION AT FACILITY**: The only inmates of the 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 the County's Correctional Facility and pursuant to the custody assessment system in place at the Contractor's facility.

4.03 **RESERVATIONS WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES**: Contractor reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to the Contractor's facility, and the county shall cooperate with and provide information requested regarding any inmate by the Contractor's Sheriff. The Contractor reserves the right to refuse acceptance of any prisoner of the County. Likewise, if any inmate's behavior, medical or psychological condition, or other circumstances of reasonable concern to the Contractor's Sheriff makes the inmate unacceptable for continued incarceration in Contractor's facility in the opinion of the Contractor's Sheriff, the County will be requested to remove said inmate from the facility, and shall do so immediately (within eight (8) hours) upon the request of the Contractor'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 SENTENCE**: Contractor shall not be in charge or responsible for computation or processing of inmate's time of confinement, including but not limited to, computation of good time awards/credits and discharge dates. Such computations and record keeping shall continue to be the responsibility of the County. It shall be the responsibility of the County to notify the Contractor of any discharge date for an inmate at least ten (10) days before such date. The Contractor will release inmates of the County only, when the Sheriff of the County specifically requests such release in writing. However, it is agreed that the preferred and usual course of dealing between the parties shall be for the County to pick up and return inmates to the County facility shortly before their discharge date, and for the county to discharge the inmate from its own facility. The county accepts all responsibility for the calculations and determinations set forth above and for giving Contractor notice of same, and to the extent allowed by law, shall indemnify and hold the Contractor harmless for all liability or expenses of any kind arising there from. The 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 successor, assigns, and representatives.

5.02 **NOTICE:** All notices, demands, or other writings maybe delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

To Contractor: Hardin County/ Hardin County Sheriff's Office
P.O. Box 1990
Kountze, TX. 77625

To County: Tyler County/ Tyler County Sheriff's Office
Attn: Sheriff David Hennigan
702 North Magnolia
Woodville, TX. 75979

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

5.03 **AMENDMENTS:** This agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the commissioner's courts of the respective parties hereto.

5.04 **PRIOR AGREEMENTS:** This agreement shall not be modified or amended except by a written instrument executed by the duly authorized representative of both parties and approved by commissioner's courts of the respective parties hereto.

5.05 **CHOICE OF LAW AND VENUE:** The Law, which shall govern this agreement, is the law of the State of Texas. All consideration to be paid and matters to be performed under this agreement are payable and performable in Kountze, Hardin County, Texas, and venue of any dispute or matter arising under this agreement shall lie in a *District* court of Hardin County, Texas.

5.06 **APPROVALS:** This agreement must be approved by the Commissioners Court of the County and the Commissioners Court of the Contractor in accordance with the Interlocal Cooperation.

5.07 **FUNDING SOURCE:** The County must pay all amounts due under this agreement from current revenues available to it in accordance with the Interlocal Cooperation Act. The signature of the County's Auditor below certifies that there are sufficient funds from current revenues available to the County to meet its obligations under this agreement.

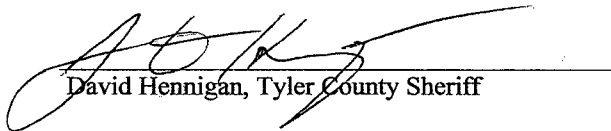
Signature and Execution:

By: 
Jacques Blanchette, Tyler County Judge

By: _____
Billy Caraway, Hardin County Judge

Date Signed: 5/7/09

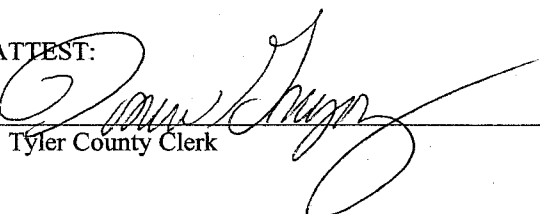
Date Signed: _____


David Hennigan, Tyler County Sheriff

Ed Cain, Hardin County Sheriff

Date Approved: 5-7-09

Date Approved: _____

ATTEST:

Tyler County Clerk

ATTEST:

Hardin County Clerk



TYLER COUNTY COMMISSIONERS COURT

County Courthouse / Woodville, Texas

THURSDAY
May 7, 2009
10:30 AM

MARTIN NASH
Commissioner, Pct. 1

RUSTY HUGHES
Commissioner, Pct. 2

JACQUES L. BLANCHETTE
County Judge

MIKE MARSHALL
Commissioner, Pct. 3

JACK WALSTON
Commissioner, Pct. 4

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

*Mike absent
+ Jerry Dean, Joe Smith
David Hennigan*

➤ **CALL TO ORDER**

- Establish quorum
- Acknowledge Guests

I. CONSIDER/APPROVE:

*Judge talks w/ Judge Caraway
verbal agreement to transfer prison yesterday
Gov carry prison that have attorneys in that area*

A. **Contract with Hardin County** to house inmate overflow at \$40.00 per day – David Hennigan, Sheriff

II. INFORMATION TO THE COURT

*Judge rep DEO - ch cleared on bank not shown by DEO - only all year
Hennis and front San Augustine for - I request deficient
Marshall not available
- Nash needs to be on agenda
for discussion*

A. **Tyler County Justice Center roof replacement/repair** – M. Marshall

Fire exhaust has been repaired → Judge has the report update to Memos.

B. **Tyler County Justice Center electrical repair** – M. Marshall

possible use Joint Int.; Sanhony first Jerry will contact of Joyce

➤ **ADJOURN**

11:00 Am

N/A

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 at the Tyler County Courthouse in 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 Section 551.002 & 551.041.

Executed on May 4 2009 Time 10:15 Am

DONECE GREGORY, County Clerk/Ex Officio Member of Commissioners Court

By: *Jacquianner* (Deputy)



FIRST *National Bank*

Member F.D.I.C.

May 1, 2009

Sharon Fuller
Tyler County Treasurer
100 Courthouse, Room 100
Woodville, Texas 75979

Dear Ms. Fuller:


This letter is to inform you that the interest rate for May 2009 on the following accounts is .445. The balances held in the following accounts as of April 30, 2009:

AC# 076-919 Tyler County Jail Interest & Sinking \$ 535,549.48

AC# 087-098 County of Tyler Treasurer \$ 10,665,527.46

We appreciate your business very much.

Sincerely,


Mary Ann Morgan
Vice-President/Cashier

- P.O. BOX 700 – JASPER, TEXAS 75951 – (409) 384-3486 – FAX (409) 384-6389
- P.O. BOX 119 – WOODVILLE, TEXAS 75979 – (409) 283-8231 – FAX (409) 283-8988