

**COMMISSIONERS' COURT
REGULAR MEETING
JANUARY 13, 1997**

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONERS' COURT met in *Regular Session* on Monday, January 13, 1997, in the Titus County Courtroom with the following members present:

DANNY P. CROOKSCOUNTY JUDGE
MIKE PRICECOMMISSIONER PRECINCT 1
MIKE FIELDSCOMMISSIONER PRECINCT 2
BILLY J. THOMPSONCOMMISSIONER PRECINCT 3
THOMAS E. HOCKADAYCOMMISSIONER PRECINCT 4
JEAN CROVERDEPUTY COUNTY CLERK

ABSENT: NONE

PUBLIC AND COUNTY OFFICIALS ATTENDING MEETING:

CARL JOHNSON, COUNTY AUDITOR
JUNE ROACH, TAX ASSESSOR - COLLECTOR
SHERRY MARS, COUNTY CLERK
ROCKY POOLE, SHERIFF
KEN SCHINDLEY, CHIEF SHERIFF DEPUTY
REX MARS, JAILER
CHRIS DURANT II, CONSTABLE PRECINCT 1

DAN METCALF	CHARLES HARP
BRUCE LOUSBERG	GORDON HALL
RODNEY JEANIS	MIKE ROSS
ANN RUNDLE	THOMAS P. GRESHAM

Invocation was given by Commissioner Mike Fields.

IN THE MATTER OF
SELECTION OF SALARY GRIEVANCE COMMITTEE

County Clerk, Sherry Mars had placed all names from the Grand Jury in Jury Wheel. County Judge, Danny P. Crooks proceeded to pull nine names to serve on the Grievance Committee.

Motion was made by Commissioner Thomas E. Hockaday and seconded by Commissioner Mike Price to approve the selection of members as pulled. Motion carried unanimously.

The County Clerk is to contact each individual to see if they will serve on this committee.

IN THE MATTER OF
APPROVING BONDS FOR ELECTED OFFICIALS

Motion was made by Commissioner Mike Fields and seconded by Commissioner Thomas E. Hockaday to approve bonds for Sheriff Ricky Poole, Commissioner Mike Price, Commissioner Billy J. Thompson, Tax Assessor - Collector June Roach, Constable Chris Durant II, and Constable Cleve Johnson. Motion carried unanimously.

IN THE MATTER OF
APPROVING NOVEMBER AND DECEMBER 1996 MINUTES

Commissioner Hockaday requested that a correction be made on November 12, 1996, minutes to read "Since Colonial was the only carrier who showed interest 3 or 4 years ago when we first went out for bids, then we should go with them." He felt the way the minutes read it implies that no other company showed interest at that time.

Motion was made by Commissioner Mike Fields and seconded by Commissioner Thomas E. Hockaday to approve November Minutes with correction and December Minutes as they stand. Motion carried unanimously.

IN THE MATTER OF
APPROVING BUDGET AMENDMENTS

None were presented to the Court.

IN THE MATTER OF
APPROVING COUNTY OFFICIALS REPORTS

Motion was made by Commissioner Mike Price and seconded by Commissioner Thomas E. Hockaday to approve reports from Auditor, Tax Assessor - Collector, Treasurer, District Clerk, County Clerk, Justice of the Peace Precinct 1, Justice of the Peace Precinct 2, Extension Office, Veterans Service Office, Cookville Volunteer Fire Department, Five Star Volunteer Fire Department, Nortex Volunteer Fire Department and Talco Volunteer Fire Department. Motion carried unanimously.

IN THE MATTER OF
CONSIDER TEMPORARY CLOSURE OF COUNTY ROAD
NW-12 BY TEXAS UTILITIES MINING COMPANY
FOR THE PURPOSE OF DRAGLINE CROSSING

Mr. Lousberg representative of Texas Utilities Mining Company presented the Court with his company's plan to temporary close county road NW-12 for the purpose of moving a dragline from one mining area to the next.

Motion was made by Commissioner Mike Price and seconded by Commissioner Mike Fields to approve temporary closure of county road NW-12 by Texas Utilities Mining Company for the purpose of dragline crossing. Motion carried unanimously. *SEE ATTACHMENT "A"*

IN THE MATTER OF
SIGNING PAY ORDERS AND PAYING BILLS

Motion was made by Commissioner Mike Fields and seconded by Commissioner Thomas E. Hockaday to approve signing pay orders and paying bills. Motion carried unanimously.

IN THE MATTER OF
CONSIDER HOUSING OUT OF STATE WISCONSIN INMATES

Sheriff Ricky Poole introduced Mr. Rodney Jeanis representative of Wis-Tex Enterprises.

Mr. Jeanis said, "Wis-Tex Enterprises has been working for one year on a contract between Titus County and the State of Wisconsin. We feel that we have a contract that will be beneficial to Titus County and the State of Wisconsin. The State of Wisconsin is willing to pay \$39.96 per inmate per day. Our company receives \$.50 per inmate per day for administration and \$.46 per inmate per day is for the inmate's commissary fund. Wisconsin's inmates are paid \$.80 a day so they are not without money; of this \$.46 is set aside for commissary needs. I would like to recommend that this \$.46 per inmate per day be automatically placed in their commissary fund by your Auditor for their needs."

Commissioner Mike Fields asked, "Who will be responsible for the medical expenses on these inmates?"

Mr. Jeanis replied, "Titus County Sheriff's Department will contact our company should a need arise for medical expenses on an inmate. We then contact the State of Wisconsin, who will pay for any medical expenses necessary for any of their inmates."

Tax Assessor - Collector June Roach said "Inmates have been know to destroy things. Who will pay for any damages caused by these inmates? "

Jailer Rex Mars replied, "Most of these inmates would not want to damage anything, because they know it would add extra time on their stay in prison."

Sheriff Poole added, "They would be dealt with by our County and most likely with the State of Wisconsin when they are returned. Most of these prisoners do not want to be in Texas, so they will not want to have to do Texas Time on top of Wisconsin Time."

Mr. Jeanis stated, "The contract allows a 30 day out; on the other hand, there is a renewable clause for 1 year periods. This contract could last up to five years."

Commissioner Mike Price asked, "Who will pay for transportation for these inmates?"

Mr. Jeanis replied, "The State of Wisconsin will pay for the transportation. They will bus the inmates from Wisconsin on a bus equipped to carry 40 inmates at a time. The first bus load for Titus County will be January 24, 1997. A second bus will bring some prisoners to Red River County and some to Titus County the following Friday. That is, if this Court approves the contract."

County Judge Crooks asked, "What is our average daily inmates and what is the total capacity?"

Jailer Mars replied, "Our daily average is between 60 to 65 inmates. Our total capacity is 183 inmates. However, the State of Texas has a cap of 87% of inmates allowed to be housed at our jail."

Other discussion was held on the temporary jail that is no longer in use.

Motion was made by Commissioner Thomas E. Hockaday and seconded by Commissioner Billy J. Thompson to approve allowing County Judge Crooks to sign the contract with the State of Wisconsin for housing of inmates and to approve the Auditor to take out the \$.46 per inmate per day and put in the inmates commissary fund. Motion carried unanimously. *SEE ATTACHMENT "B"*

Commissioner Mike Price suggested the Sheriff look into reopening the temporary jail to house minimum security prisoners. This will allow more space to be used for medium security inmates from out of state at the new jail.

Commissioner Mike Fields said, "I wish to thank all who have worked so hard on this project."

IN THE MATTER OF
CONSIDERING HIRING ADDITIONAL JAILERS

Sheriff Poole stated, "The additional jailers will be required to handle the inmates coming in from Wisconsin. The State of Texas requires us to have so many jailers for so many inmates. At this time we are authorized by the Court to have 16 jailers when we are at capacity we will need 31 jailers. Each of these jailers must have their jailers certificate to serve. We can not just go out on the street and pull in the average John Doe to serve. At this time we are looking at hiring 10 new jailers."

Motion was made by Commissioner Thomas E. Hockaday and seconded by Commissioner Mike Price to allow the Sheriff to hire as many jailers as necessary. Motion was carried unanimously.

IN THE MATTER OF
CONSIDERING APPROVING AGREEMENT FOR BRIDGE
REPLACEMENT AA0206001, CR NE-34 IN PRECINCT 4 &
AA0145001, CR NW-34 IN PRECINCT 1

Motion was made by Commissioner Thomas E. Hockaday and seconded by Commissioner Billy J. Thompson to approve bridge replacement AA0206001 on County Road NE-34 in Precinct 4 and AA0145001 on County Road NW-34 in Precinct 1 by the Texas Department of Transportation. Motion carried unanimously. *SEE ATTACHMENT "C"*

IN THE MATTER OF
DEPUTATION OF THOMAS P. GRESHAM AS A
RESERVE DEPUTY CONSTABLE

Motion was made by Commissioner Thomas E. Hockaday and seconded by Commissioner Mike Price to approve Thomas P. Gresham as a Reserve Deputy Constable. Motion carried unanimously.

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IN THE MATTER OF
DISCUSS GOING OUT FOR BIDS FOR BANK DEPOSITORY

Motion was made by Commissioner Mike Price and seconded by Commissioner Thomas E. Hockaday to approve going out for bids for bank depository for the maximum number of years allowed by law. Motion carried unanimously.

IN THE MATTER OF
ADJOURNMENT

Motion was made by Commissioner Thomas E. Hockaday and seconded by Commissioner Mike Price to adjournment.

The above and foregoing minutes for the month of November, 1996 were read and approved this 13th day of January, 1997.

Danny P. Crooks
DANNY P. CROOKS, COUNTY JUDGE

Mike Price
MIKE PRICE, COMMISSIONER PRECINCT # 1

Mike Fields
MIKE FIELDS, COMMISSIONER PRECINCT # 2

Billy J. Thompson
BILLY J. THOMPSON, COMMISSIONER PRECINCT # 3

Thomas E. Hockaday
THOMAS E. HOCKADAY, COMMISSIONER PRECINCT #4

Sherry Mars
SHERRY MARS, COUNTY CLERK

**COMMISSIONERS' COURT MINUTES FOR NOVEMBER, 1996 A.D.
RECORDED ON THE 14TH DAY OF JANUARY, 1997 A.D.**

SHERRY MARS, COUNTY CLERK,
TITUS COUNTY, TEXAS

By *Jean Brewer* DEPUTY COUNTY CLERK

The above and foregoing minutes for the month of December, 1996 were read and approved this 13th day of January, 1997.

Danny P. Crooks
DANNY P. CROOKS, COUNTY JUDGE

Mike Price
MIKE PRICE, COMMISSIONER PRECINCT # 1

Mike Fields
MIKE FIELDS, COMMISSIONER PRECINCT # 2

Billy J. Thompson
BILLY J. THOMPSON, COMMISSIONER PRECINCT # 3

Thomas E. Hockaday
THOMAS E. HOCKADAY, COMMISSIONER PRECINCT #4

Sherry Mars
SHERRY MARS, COUNTY CLERK

**COMMISSIONERS' COURT MINUTES FOR DECEMBER, 1996 A.D.
RECORDED ON THE 14TH DAY OF JANUARY, 1997 A.D.**

**SHERRY MARS, COUNTY CLERK,
TITUS COUNTY, TEXAS**

By Jean Crowe DEPUTY COUNTY CLERK

A RESOLUTION AUTHORIZING THE TEMPORARY CLOSING OF COUNTY ROAD NW-12 BY MINING ACTIVITIES OF TEXAS UTILITIES MINING COMPANY.**BE IT RESOLVED BY THE COMMISSIONERS' COURT OF TITUS COUNTY, TEXAS:****SECTION 1**

Upon application by Texas Utilities Mining Company, the Commissioner' Court of Titus County, Texas, grants permission and approval for work to be performed by Texas Utilities Mining Company as follows:

The temporary closing of County Road NW-12 to cross a BE-1350 walking dragline. This work will be in performed during hours that will not interfere with the scheduled services at the Damascus Church. Any damage to the road will be repaired at the sole expense of Texas Utilities Mining Company.

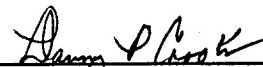
SECTION 2

Commissioners' Court of Titus County, Texas, finds that this action is necessary because the area described in Section 1 falls within the jurisdictional limits of Titus County, Texas

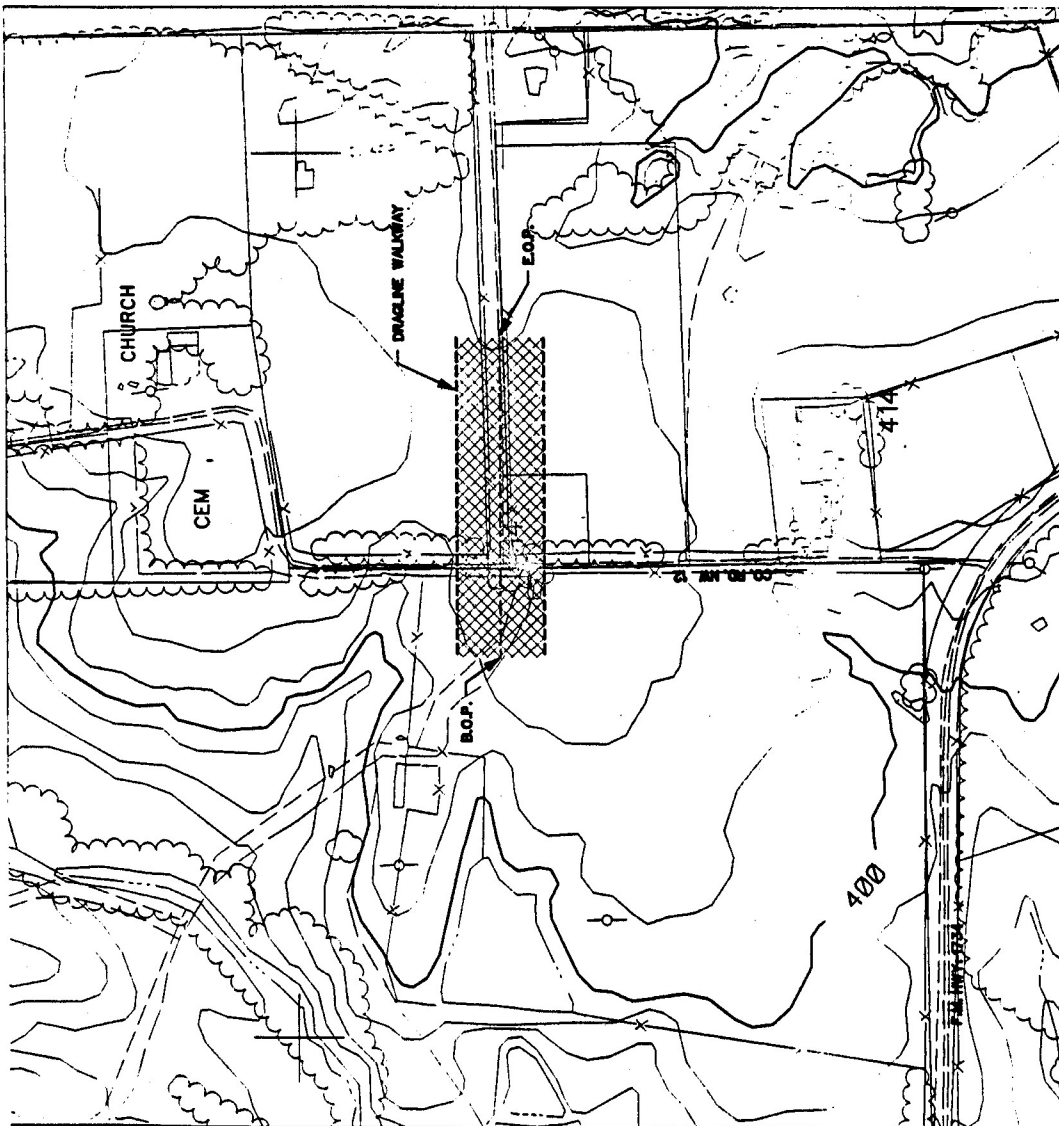
SECTION 3

Upon motion made by Mike Price, Commissioner of Precinct 1, and seconded by Mike Fields, Commissioner of Precinct 2, the motion was passed by a unanimous vote that Commissioners' Court approval be granted for said work by Texas Utilities Mining Company.

PASSED, APPROVED AND ADOPTED THIS THE 13TH DAY OF JANUARY, 1997.



County Judge, Titus County, Texas



AGREEMENT

This contractual agreement is entered into for the period January 13, 1997 through December 31, 1997 by and between the Titus County Texas, a governmental agency, hereinafter referred to as Agency and WIS-TEX Enterprises, a partnership consisting of Rodney L. Jeanis and Michael K. McGuire, whose principle business address is P.O. Box 630 Granbury, Texas 76048, hereinafter referred to as the Provider.

The Agency employee responsible for administration of this contract is Sheriff Ricky Poole. If for any reason the person named above is unable to function as the contract administrator, the Commissioner's Court of the Agency shall promptly inform the Provider of his replacement.

Whereas, the Agency has contracted with the State of Wisconsin for the housing of inmates, the Agency wishes to purchase services from the Provider to monitor and promote the Agency's best interests in this contract and:

Whereas, Provider is engaged in furnishing the desired services:

Now, Therefore, in consideration of the mutual undertaking and agreements hereinafter set forth, the Agency and Provider mutually agree as follows:

1. SERVICES TO BE PROVIDED. Provider shall:

A. Ensure that the Agency has implemented a system of hearing inmate grievances and concerns relating to conditions of confinement, and work and program assignments which would be acceptable to the State of Wisconsin.

B. Assist the Agency in resolving inmate problems and concerns.

C. Act as a point of contact with the Agency and the State of Wisconsin to assist in the resolution of all issues or concerns which shall be communicated by the Agency to the Provider who in turn will communicate these issues to the employee of the Department of Corrections, State of Wisconsin who is responsible for the administration of the housing of inmates in the State of Texas.

D. Ensure that the Agency classification reviews and approvals are in accordance with Chapter 271 of Texas Jail Standards.

E. Coordinate the placement of Wisconsin inmates at the Agency's facility.

F. Assist the Agency in obtaining prior approval for inmate medical and dental needs.

G. Provide monthly billing assistance from the Agency through the Provider to the State of Wisconsin.

H. During regular reviews of the Agency's facility, as mandated by the State of Wisconsin, the Provider shall provide input and assistance to the Agency in an effort to ensure contract compliance with the State of Wisconsin.

I. Through consultation with the State of Wisconsin, the Provider shall provide assistance to the Agency regarding the development and implementation of inmate programs.

J. The Provider will assist the Agency in obtaining the bi-weekly activity reports identifying issues, problems, or concerns as mandated by the State of Wisconsin to the Provider.

K. The Provider will assist the Agency in assimilating and collecting the quarterly summary of the adjustment and progress of each Wisconsin inmate housed by the Agency during the current quarter.

II. COST OF SERVICES. Provider shall be paid fifty cents per inmate per day for each inmate housed by the Agency for the State of Wisconsin. Calculation of the payment shall include the day the Wisconsin inmate arrives at the Agency's facility, but shall not include the day the inmate leaves the facility.

III. PAYMENT FOR SERVICES.

A. Payment to the Provider shall be initiated upon receipt of an invoice to the Agency's contract administrator. Invoices shall cover each calendar month and shall be provided to the contract administrator by the fifth of each new month.

B. Payment shall be sent to the Provider within 15 days of receipt of the invoice by the Contract administrator.

IV. LIABILITY.

A. The parties understand that the Provider is not an employee of the Agency.

B. Each party agrees to hold the other harmless, including its officers, agents and employees, from any and all liability, including claims, demands, losses, costs, damages, attorney fees and expenses of every kind and description, or damages to persons or property arising out of, or in connection with, or occurring during the term of this agreement where such liability is founded upon or grows out of the acts or omissions of any of its officers, employees or agents and where financial responsibility for the acts or omissions of officers, employees or agents.

V. CANCELLATION.

A. Either party may cancel this agreement by giving the other party a 30 day written notice of cancellation.

B. The Provider reserves the right to cancel any contract in whole or in part without penalty due to failure of the Agency to comply with the terms, conditions, and specifications of this agreement.

C. Provider shall notify the Agency whenever it is unable to provide the required quality or quantity of services required by this agreement. Upon such notification, the Agency shall determine whether such inability will require revision or cancellation of this agreement.

D. If the Agency finds it necessary to terminate this agreement prior to the stated expiration date for reason other than non-performance by the Provider, services provided by the Provider shall be paid for in the manner provided above.

VI. RECORDS.

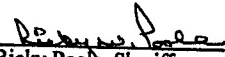
A. Provider agrees to maintain all records required by Texas, Wisconsin, and Federal law.

B. No records, documents or information relating to Wisconsin inmates shall be released by the Agency to anyone without the approval of the Provider.

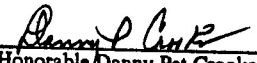
VII. SCOPE OF AGREEMENT.

A. It is understood and agreed that the entire contract between the parties contained herein, except for those matters incorporated herein by reference, and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

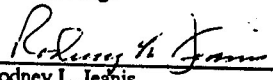
B. It is agreed that both parties have shared equally in the creation or production of this agreement and that in construing the meaning of any of its terms, any presumption or contradictions which does not favor the drafter shall be shared equally by both parties.


Ricky Poole, Sheriff
Titus County

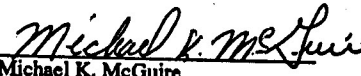
1-13-97
Date


Honorable/Danny Pat Crooks
Titus Co. Judge

01-13-1997
Date


Rodney L. Jeanis
WIS-TEX Enterprises

1-5-97
Date


Michael K. McGuire
WIS-TEX Enterprises

1-8-97
Date

AGREEMENT BETWEEN TEXAS COUNTY JAILS
AND WISCONSIN DEPARTMENT OF CORRECTIONS
FOR THE TEMPORARY HOUSING OF INMATES

THIS AGREEMENT, is made and entered into by and between Texas Counties of Hood, Johnson, Palo Pinto, Comanche, Red River and Titus (Counties) and the DEPARTMENT OF CORRECTIONS, STATE OF WISCONSIN (the Department), pursuant to Wisconsin Statutes 302.27 and 302.31.

WITNESSETH:

WHEREAS, the Department seeks temporary housing for inmates in the custody of the Department,

WHEREAS, the Counties have jail beds available for the temporary housing of inmates,

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Duration, Termination and Revisions

This agreement shall be in effect from October 15, 1996 through June 30, 1997 and may be terminated upon 30 days written notice to the other party and may be amended or extended for one year increments upon the written agreement of the parties. Extension will be based on availability and appropriation of funds and continued availability of beds.

2. Agreement Administrators

All notices, reports, and correspondence to the respective parties of this agreement shall be sent to the following:

TEXAS COUNTIES

Rodney Jeanis
P.O. Box 630
Granbury, TX 76048

DEPARTMENT OF CORRECTIONS

Dick Verhagen
Assistant Administrator
Division of Adult Institutions
149 E. Wilson Street
Madison, WI 53707

The Department shall have the right to inspect the County Jails at all reasonable times in order to determine that appropriate standards of care and discipline are being met.

4. Vacancies

The Counties hereby agree to make available to the Department up to 700 beds for inmates. Transfer of inmates from the Department to the Counties will be dependent on bed space available at the County Jails.

5. Selection

The Department will provide inmates for placement according to mutually agreed upon criteria as specified in Attachment I.

The Counties expressly maintain the right to reject any inmate brought to the County Jails by the Department if said inmate exhibits medical or behavior problems of such a nature, as determined by the County Sheriff or his or her duly authorized representative, as to make said inmate unacceptable.

The Department may retake any inmate at any time and replace or not replace such inmate with another.

The Counties will conduct an inventory of each inmate's personal property when the inmate is received. Unauthorized or excess property will be properly stored at the County Jail or disposed of consistent with the jail rules and at the inmate's expense.

6. Responsibility for the Custody of Offenders

It shall be the responsibility of the Counties to confine inmates from the Department in appropriate penal surroundings, consistent with the requirements of federal and applicable state laws, and regulations governing the operations of county jails. But nothing herein contained shall be construed to require the Counties to provide additional treatment, facilities or programs for any inmate confined pursuant to this agreement which it does not provide for similar inmates not confined pursuant to said agreement.

7. Medical Services

- (A) Inmates from the Department shall receive such medical, optometric, psychiatric and dental diagnosis and treatment as may be necessary to safeguard their physical and mental health and comply with the requirements of federal and Wisconsin/Texas state laws. The medical, optometric, psychiatric and dental diagnosis and treatment received by inmates from the Department shall not be less than that which is provided by the Counties to other inmates of the County Jails. Except in the case of an emergency, the Counties shall contact the designated coordinator, identified in Attachment I, for prior written approval for the medical, psychiatric, or dental expenses for which the Department is responsible under the terms of this contract.

In an emergency, the Counties may proceed with the necessary treatment without prior approval, but in every case the Counties shall notify the designated coordinator as soon as practicable thereafter and furnish full information regarding the nature of the illness or injury, the type of treatment provided or to be provided, and the estimated cost thereof to be borne by the Department. If the emergency requires extended hospitalization and 24 hour security coverage and the inmate's condition prohibits transportation to a Department provider, the costs of the required security coverage will be the responsibility of the Department. The Counties shall secure approval to incur charges and submit bills for such services to the Department in accordance with procedures set forth in Attachment 1.

- (B) The Counties shall make every reasonable effort to utilize only those medical services providers which provide appropriate health care services at a reasonable cost.
- (C) When medical, psychiatric or dental care requires the removal of the inmate from the jail for forty-eight (48) hours or longer, the inmate shall be removed only after notification to the Department. The Counties shall notify the Department in accordance with procedures set forth in Attachment 1. In the event of an emergency which does not permit prior notification, the Counties shall notify the Department as promptly thereafter as practicable.
- (D) All necessary precautions shall be taken to assure the safekeeping of the inmate while absent from the normal place of confinement. Necessary custodial supervision shall be provided by the Counties.
- (E) Any costs of medical, optometric, psychiatric or dental care equipment, medication, supplies, diagnostics, and services shall be considered normal costs incidental to the operation of the County Jails and shall be paid by the Counties, if the service is provided by the jail as part of the health or correctional program thereof and if the inmate requires no special medication, drugs, equipment, anesthetics, surgery, or nursing care in addition to that commonly provided by the jail. The cost of any special service, medication, equipment or nursing care not commonly provided by the jail and approved by the Department shall be chargeable to the Department. The Counties shall secure approval and submit bills for nursing and other special services to the Department in accordance with procedures contained in Attachment 1.
- (F) If an inmate's behavior indicates a possible need for mental health treatment, the Department shall be notified of the situation. If it is determined that the inmate requires mental health treatment that is not available in the Counties the Department shall transfer the prisoner to one of its own facilities.

In event of a mental health related emergency, the Department shall transfer the inmate as soon as practicable.
- (G) Dental services for which the Department is responsible for payment shall not exceed services necessary for the relief of continuous pain or acute infection.

- (H) Pharmaceuticals not normally provided by the jail shall be provided per the County's contract on pharmaceuticals and billed to the Department on a quarterly basis.
- (I) Copies of health care records or health care related records shall be provided to the Department upon request. Summaries of health care or certified copies of Department medical records for each Department inmate in the County jails shall be provided to the Counties health care provider. The summaries or copies of records remain the property of the Department and may not be altered in any way. When an inmate is removed from the jail by the Department, escapes or is discharged or released by the Department, the summary or any record shall be returned to the Department. The Counties shall not make copies of the summary or any record except as needed for the delivery of health care services.

8. Inmate Services

- (A) Participation of the Department's inmates in services available to other jail inmates shall be subject to the regular discipline imposed upon jail inmates participating in the particular service. However, nothing contained herein shall be construed to permit or require any inmate of the Department to participate in any training, industrial or other work programs contrary to the rules of the Department.

9. Discipline

The Counties shall have physical control over and power to exercise disciplinary authority over all inmates from the Department. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of punishment prohibited by the rules of the Department, or by other provisions of law. The Counties shall provide the necessary records, written documentation, and presentation of the facts regarding specific inmate behaviors that are subject to the program review processes of the Department.

10. Laws and Regulations for Inmate Conduct

Inmates, while in the custody of the Counties, shall be subject to all the provisions of law and regulations applicable to persons sentenced for violations of law to the County Jails not inconsistent with the sentence imposed. In circumstances where an inmate has engaged in conduct that could result in discipline under the Department's Administrative Code, and the Counties desire removal of the inmate, the Department may discipline the inmate under its rules.

11. Records and Reports from the County Sheriff

- (A) At such intervals as requested, the Hood County Sheriff shall furnish the Department a report giving a summary of the inmate's adjustment since the last requested report, including a recommendation for retention or return. All such reports shall be forwarded to the Department.

- B) The Counties will notify by telephone the designated contact person identified in Attachment 1 of any incident involving Department inmates relating to an inmate's death, serious illness or injury requiring hospitalization, escape (including attempt), attempted suicide, and assault on staff or other inmate within 24 hours of the occurrence. When the County's investigation/fact finding report is completed, a copy shall be forwarded to the designated contact person identified in Attachment 1.
- C) The Sheriff shall keep all necessary and pertinent records concerning such inmates in a manner agreed between the Contract Administrators. During the inmate's confinement at the County Jails, the Department shall be furnished with copies of any such record or records upon request. Except 7(i), page 3, nothing herein contained shall be construed to prevent the Counties from keeping copies of any such record or records upon and after termination of confinement.

12. Removal from Institution

An inmate from the Department confined in the County Jails shall not be removed or furloughed therefrom by any person without an order from the Department. The Department will reimburse costs incurred by the Counties for transportation and/or security supervision related to approved removal of an inmate if the Department is unable to provide transportation and security supervision. This provision shall not apply to removal of the inmate for medical, dental, psychiatric treatment, discipline, or for a catastrophe or condition presenting imminent danger to the safety of the inmate or movement between facilities. In the case of any removal for such causes, the Counties shall inform the Department of the whereabouts of the inmate or inmates so removed at the earliest practicable time and shall exercise all reasonable care for the safekeeping and custody of such inmate or inmates.

13. Hearings

The County Jails shall provide adequate facilities for any hearing by authorities of the Department, to which an inmate may be entitled by the rules of the Department.

14. Inter-Institutional Transfer

Notwithstanding any provisions herein to the contrary, the Counties may transfer an inmate between facilities under this contract with written notification to the Department.

Any custody classification which permits movement outside the confines of the jail shall require prior written approval of the Department.

15. Escape

In case any such inmate shall escape from custody of the County Jail, the County Sheriff will use all reasonable means to recapture the inmate. The escape shall be reported immediately to the Department. The Counties shall have the primary responsibility for and authority to direct the pursuit and retaking and prosecution of inmates within its own territory. Any costs in connection therewith shall be chargeable to and borne by the Counties.

16. Death of an Inmate

- (A) In the event of the death of an inmate from the Department, the medical examiner, coroner, or other official having the duties of such an office in the Counties shall be notified. The Department shall receive copies of any records made for or in connection with such notification.
- (B) The County Sheriff shall immediately notify the Department of the death of an inmate, furnish information as requested, and follow the instructions of the Department with regard to the disposition of the body. The body shall not be released except on order of the Department.
- (C) In the event of the death of an inmate from the Department, the Sheriff shall order an autopsy to be performed. The Sheriff shall submit costs for an autopsy to the Department for reimbursement.
- (D) The County Sheriff shall send a certified copy of the death certificate for any of the Department's inmates who have died while in the County Jail to the Department. A copy of the autopsy report shall be sent to the Department.

17. Expenses Attendant Upon Release

The provision of transportation and any other supplies upon release of an inmate shall be at the expense of the Department and shall be in accordance with its laws and rules.

18. Retaking of Inmates

The Department will be responsible for arranging for the transportation of Department inmates housed in the County Jails to Department facilities. The inmate's personal property will be inventoried before transit and Department files associated with the inmate will be delivered to the transportation officer at the time of the transit.

The Department agrees to review any request by the Counties for the retaking of any particular inmate. It is the intent of the parties that such requests be granted under extraordinary and unusual circumstances.

Within thirty (30) days of receipt of notice of termination of this agreement by either party, the Department shall remove its inmates.

Officers of the Department may with proper advance written or oral notification enter the County Jails and there apprehend and retake any inmate. The Department employees will produce positive employee photo identification issued by the Department and written identification of the person to be retaken. The decision of the Department to retake an inmate shall be conclusive upon and not reviewable by the Counties; provided, however, that if at the time when the Department seeks to retake an inmate there should be pending against the inmate within the County Jail any criminal charge, or the inmate should be suspected of having committed within such status a criminal offense, the inmate shall not be taken without the consent of the County Sheriff until discharged from prosecution or from imprisonment for such offense.

19. Photography and Publicity

Requests for interviews and information regarding Department inmates shall be referred to the Department. However, information of public record, such as sentence data or information concerning the escape of an inmate, may be given directly to the press by the County Sheriff. The County Sheriff may photograph Department inmates as a means of identification for official use only.

20. Cost and Reimbursement

- (A) In addition to cost and reimbursement required by other provisions of this agreement, the Department shall pay to the Counties \$39.96 per day per inmate for the custody of Department inmates.

The Counties shall submit an invoice to the designated contact person within the Department as identified in Attachment 1, on a monthly basis for the cost of occupied beds. The invoice will identify the inmate's name and DOC identification number, date of arrival, date of departure, total days in custody, and total cost. Payment will be made for the day of the inmate's arrival but not the day of the inmate's departure. Payment under this contract will be made only for those inmates approved for transfer to the County Jails from the Department's Office of Offender Classification. The Department of Corrections shall send payment to the county within 30 days of receipt of invoice.

- B) The Counties agree in return for this payment to provide lodging facilities and programs for said inmates. The Counties will provide constant monitoring of the premises at all times that inmates are at the facility. The Counties will provide three (3) meals per day at normal meal times. The meals will be nutritious, given in the morning, afternoon and evening. At least two (2) of these meals will be hot meals. The Counties will also provide the basic necessities to the Department's inmates including but not limited to beds, clean bedding, personal hygiene items, toilet facilities, recreation facilities as may be available, canteen facilities, visiting facilities, library/law library and other program services that may be available.

Department inmates shall also have access to all volunteer programs/activities and chaplaincy directed programs, crisis intervention and social services treatment available to other inmates in the County Jail.

- (C) The Counties will provide the necessary program space required to conduct any supplemental treatment programs arranged by the Department.
- (D) The Counties will provide all Department inmates an institution account and institutions needs pay of \$3.20 per week (5 days at \$.64/day) when in general population status.

21. Responsibility for Legal Proceedings

- (A) The Department will undertake to defend any action or proceeding involving the legality of revocations or sentence computations of any of its inmates or the placement or removal of inmates in the County Jails. The Counties shall be reimbursed for any expense it may incur in connection therewith.
- (B) The Counties agree to defend at its expense any action or proceeding arising out of confinement in the County Jails which involves conditions of confinement or action of County employees.

22. Non-Discrimination

In connection with the performance of work under this Agreement, The Counties agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Stats., sex orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Counties further agree to take affirmative action to ensure equal employment opportunities. The Counties agree to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Department's contracting officer setting forth the provisions of the non-discrimination clause.

23. Disputes

Any dispute arising out of the provisions of this Agreement which cannot be settled through discussion between the Agreement Administrators, shall be subject to arbitration as provided in Chapter 788, Wis. Stats.

24. Rights or Benefits

Nothing in this agreement shall be construed to provide or create any rights or benefits to any of the Department's inmates.

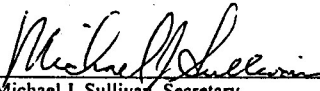
25. Conditions of the Parties Obligations

- (A) This Agreement is contingent with Wisconsin and United States law, and any material amendment or repeal of the same affecting relevant funding or authority of purchaser shall serve to revise or terminate this agreement without penalty, except as further agreed to by the parties hereto.

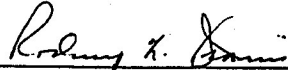
- (B) The Counties and the Department understand and agree that no clause, term or condition of this agreement shall be construed to supersede the lawful powers or duties of either party.
- (C) Nothing in this agreement shall be construed to affect the internal relationships of the subdivisions, offices, departments or agencies of the parties.
- (D) It is understood and agreed that the entire Agreement between the parties is contained herein, except for those matters incorporated herein by reference, and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.


IN WITNESS THEREOF, the undersigned duly authorized officers have subscribed their names on behalf of the Counties and the Department.

*Department of Corrections
State of Wisconsin*

By:  Date: 9/27/96
Michael J. Sullivan, Secretary
Department of Corrections

Hood County, Texas

By:  Date: 10-2-96
Rodney L. Jeanis, Sheriff
Hood County, Texas

By:  Date: 10-2-96
Vincent J. Messina, County Attorney
Hood County, Texas

By:  Date: 10-2-96
Honorable Donald Cleveland
Hood County Judge

Johnson County, Texas

By: Martin Griffith, Jr. Date: 10-08-96
Martin Griffith, Jr., Sheriff
Johnson County, Texas

By: Bill J. Moore Date: 10-8-96
Bill J. Moore, County Attorney
Johnson County, Texas

By: Roger Harmon Date: 10-8-96
Honorable Roger Harmon
Johnson County Judge

Palo Pinto County, Texas

By: Larry Watson Date: 10-07-96
Larry Watson, Sheriff
Palo Pinto County, Texas

By: Phillip Meyers Garrett Date: 10-7-96
Phillip Meyers Garrett, County Attorney
Palo Pinto County Texas

By: Mickey West Date: 10/07/96
Honorable Mickey West
Palo Pinto County Judge

Comanche County, Texas

By: Billy J. Works Date: 10/7/96
Billy J. Works, Sheriff
Comanche County, Texas

By: Terry McCall Date: 10/7/96
Terry McCall, County Attorney
Comanche County, Texas

By: John M. Weaver Date: 10/7/96
Honorable John Mack Weaver
Comanche County Judge

Attachment I

**OPERATIONAL AGREEMENT FOR TASKS, WORKLOAD, CONTACTS, AND
RESPONSIBILITIES FOR THE TEMPORARY HOUSING OF DEPARTMENT OF
CORRECTIONS INMATES AT HOOD COUNTY, TEXAS AND ASSOCIATED TEXAS
COUNTIES OF JOHNSON, PALO PINTO, COMANCHE, RED RIVER AND TITUS
(COUNTIES)**

Tasks, procedure, contacts and workload responsibilities relating to the placement of adult inmates in the Hood County, Texas and associated Texas Counties of Johnson, Palo Pinto, Comanche, Red River and Titus are identified as follows:

A. Designated Contact Persons:

1. Department of Corrections:

a. County Jail Liaison:

Dick Verhagen, Deputy Admin.
Division of Adult Institutions
P.O. Box 7925
Madison, WI 53707-7925
608 266-3837/FAX 608 267-2323

Alternate: Ken Sondalle, Administrator
Division of Adult Institutions
P.O. Box 7925
Madison, WI 53707-7925
608 266-6604/FAX 608 267-2323

**c. Bureau of Correctional
Health Services:**

Sharon Zunker, Director
P.O. Box 7925
Madison, WI 53707-7925
608 267-1730/FAX 608 267-1751

Alternate: Kathy Berkley
Dodge Correctional Institution
P.O. Box 661
Waupun, WI 53963-0661
414 324-5577/FAX 414 324-6288

B. County Jail Responsibilities

1. Require that all inmates confined pursuant to the contract be released within the jurisdiction of the sending entity.
2. Require that all inmates records concerning classification, to include conduct records, be reviewed by the receiving entity prior to transfer of the inmate.
3. Require that the receiving entity determine inmate custody level in accordance with Chapter 271 of this title (relating to Classification and Separation of Inmates) to ensure that custody level assignments do not exceed the construction security level availability.
4. Require that inmates with a record of institutional violence, escape, or attempted escape from secure custody are not eligible for transfer.
5. Require that all appropriate medical information be provided prior to transfer, to include certification of tuberculosis screening or treatment.
6. Inventory inmate property and dispose of property per Jail rules in conjunction with inmate's preference.
7. Make cell assignments.
8. Provide necessary clothing, bedding and hygiene items.
9. Ensure that medical, dental, mental health, education, recreation, religious services, visiting, mail, canteen, telephone access; inmate complaint and other general conditions of confinement are made available to or received by inmates from the Department and that these services and programs are not less than that which is provided by the county to other inmates of the County Jails.
10. Special funds established to manage the daily per diem rate for services and programs arranged for Department inmates must be expended entirely for inmates from the Department.
11. Notify the respective Department representative by telephone within 24 hours of occurrence incidents involving Department inmates relating to an inmate's death, serious illness or injury that require hospitalization and removal from the facility, escape (including attempt), attempted suicide, and assaults on staff or other inmate. The investigative report must be forwarded to the Department contact person within the next business day of its completion.

12. Maintain disciplinary record of the conduct of inmates from the Department.
13. Provide a written report summarizing the conduct and any disciplinary actions taken when requesting the removal of an inmate from the facility.
14. Provide a method of hearing inmate grievances and concerns for conditions of confinement, work and program assignments.
15. Maintain an inmate account system for use of receiving, disbursing and transferring funds of inmates for canteen and other authorized purchases as may be permitted by the County Jails.
16. Provide to the Department contact person information, observations, and progress of each inmate's work and program status and participation.

C. Department Contact Responsibilities

1. Secure files and review records for appropriateness of transfer.
2. Identify program needs of inmate and distribute to appropriate County Jail staff.
3. Ensure medical files are received and retained by medical staff of the County Jails.
4. Provide and assist County Jail administration with training as may be deemed necessary.
5. Assist the County Jail staff in the development and modification of programming for inmates.
6. Monitor length of stays and coordinate the return of inmates to Department facilities via Program Review Committee action.
7. Assist the County Jail staff in resolving inmate problems.
8. Enforce Departmental Administrative Codes, policies and procedures as may be required for:
 - a. Inmate discipline under DOC 303,
 - b. Emergency removals of inmates,
 - c. Receipt and dissemination of reports and records from the counties,
 - d. Parole commission notices and actions,

- e. Transfer summaries,
 - f. Work and program assignments of inmates,
 - g. Segregation reviews,
 - h. Inmate compensation,
 - i. Special visits for inmates if required by the Counties,
 - j. Special placement needs, and
 - k. Reports of daily counts.
- 9. Receive legal files for Department inmates transferred to the Counties.
 - 10. Perform required sentence calculations and adjustments as may be required.
 - 11. Provide notifications necessary for Parole Hearings and reporting.
 - 12. Review medical and dental requirements of inmates as may be recommended by the Counties.
 - 13. Authorize emergency medical and dental care.
 - 14. Provide notification to Department, and Classification for movements to meet medical and dental needs of inmates.
 - 15. Receive and approve billing from the Counties for emergency medical and dental care authorized by the Bureau of Health Services.
 - 16. Forward approved billing to Bureau of Administrative Services for payment.
 - 17. Authorize emergency clinical/psychiatric treatment.
 - 18. Provide notification and arrange placement for clinical treatment.
 - 19. Receive and approve billing from the Counties for emergency treatment.
- D. Procedures for Medical, Dental, and Clinical Services Approvals.
- 1. The Counties should take action necessary to provide for emergency care. The Counties must notify the Health Services contact person to secure approval for care as soon as can be arranged and provide the identification of the inmate, type of service, date of approval and anticipated date of service.
 - 2. The Health Services contact person will confirm the need for the emergency care and provide the necessary verbal approval and follow with written approval.

3. The Health Services contact person may arrange for alternative care including a transfer to a Department facility if deemed appropriate rather than concur with the emergency care. Notify Department and Classification contact persons as appropriate to implement emergency transfer.
 4. The Counties will provide the following documentation to the Health Services contact person within thirty days of the service for payment of the emergency care.
 - a. Identification of inmate
 - b. Date(s) of service
 - c. Type of service and itemizing medical, dental, transportation and security supervision charges.
 - d. Attach copy of Health Services contact person's written approval of service.
 - e. Attach copy of bill from the service provider to the Counties that contain itemized listing of services and charges.
 5. Upon receipt of the documentation and billing, the Health Services contact person will verify approvals and billing documentation, and approve services for payment. The Health Services contact person will forward billing to the Bureau of Administrative Services for payment.
- E. Selection Criteria
1. Medium custody male inmates from the Department of Corrections, Division of Adult Institutions, who at the time of transfer were cleared for Texas County Jail placement by health, dental and clinical services.
 2. Meet the criteria as specified in Section 297.14 of the Texas Commission on Jail Standards as specified in Section B, numbers 1-5 of this attachment.

TITUS COUNTY, TEXAS

By: *Ricky W. Poole*
Ricky Poole, Sheriff
Titus County, Texas

Date: 1-13-97

By: *Tim Taylor*
Tim Taylor, County Attorney
Titus County, Texas

Date: 1-13-97

By: *Honorable Danny Crooks*
Honorable Danny Crooks
Titus County Judge

Date: 01-13-1997

**Texas Department of Transportation**

P.O. BOX 1210 • ATLANTA, TEXAS 75551-1210 • (903) 796-2851

December 20, 1996

**1997-2000 Off-System Federal Aid
Bridge Replacement Program**

Honorable Danny Crooks
Titus County Judge
100 West First Street, Suite 200
Mt. Pleasant, Texas 75455

Dear Judge Crooks:

Enclosed are duplicate originals of Construction and Maintenance Agreements for replacement of the Piney Creek Bridge on County Road NW 34 and for replacement of the Horse Creek Bridge on County Road NE 34.

If the agreements are satisfactory to the County, please execute and return both originals of each agreement to this office. One of each will be returned to you after execution by our Austin office.

You will note that Exhibit A to each agreement provides tentative estimates of costs. We will ask for the County's share of the preliminary engineering cost (\$3,700 for Piney Creek and \$4,200 for Horse Creek) when we return your fully executed originals of the agreements.

Please call Elvin Rousseau at 903/799-1222, if you have any questions.

Sincerely,

for Elvin E. Rousseau, P.E.
D. G. Adams, P.E.
District Engineer (Atlanta)

cc: Roger Ledbetter

County Titus
CSJ 919-30-025
Project BR 97()OX
Road/Street CR 145
NBI Structure No. AA0145001
Local Designation No. CR NW 34

CONSTRUCTION AND MAINTENANCE

AGREEMENT

FOR BRIDGE REPLACEMENT OR REHABILITATION

OFF THE STATE SYSTEM

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

THIS AGREEMENT IS MADE by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the STATE, and Titus County, a political subdivision of this state, or a special district that has the authority to finance a highway improvement project, acting by and through its Commissioners Court, hereinafter called the LOCAL GOVERNMENT.

WITNESSETH

WHEREAS, Title 23, United States Code, authorizes federal funds to assist local governments in the replacement or rehabilitation of functionally or structurally deficient bridges located on a public road or street within its jurisdiction; and,

WHEREAS, the State, acting by and through the Texas Transportation Commission, has approved a program of work for Off-State-System Federal-Aid Bridge Replacement and Rehabilitation; and,

WHEREAS, the Local Government owns a bridge located on a public road or street located at Piney Creek on CR NW 34; and,

WHEREAS, said bridge is included in the currently approved program of projects as authorized by Commission Minute Order Number 106940 dated September 26, 1996, and the State and the Local Government mutually agree to effectuate the project;

A G R E E M E N T

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the State and the Local Government do agree as follows.

Article 1. Contract Period

This agreement becomes effective upon the date of execution by the party whose signing constitutes final and full execution and shall terminate when the work has been completed or as provided in Article 10. "Termination".

Article 2. Right of Entry

The Local Government hereby authorizes the State, its consultant, contractor, or other designated representative to enter the site of said bridge and adjacent right of way or relocation right of way to perform surveys, inspections, construction and other activities necessary to replace or rehabilitate said bridge and approaches.

Article 3. Utility Adjustments and Right of Way

The Local Government shall provide, at no cost to the State or Federal government, the necessary adjustment of any and all utilities and services, whether publicly or privately held, as may be necessary to permit the work authorized herein. Activities associated with relocation and installation of existing utilities shall be coordinated with and carried out in a manner that does not conflict with the requirements of the State.

The Local Government further agrees to acquire, at no cost to the State or Federal Government, any additional right of way, if required.

Article 4. Project Funding

Subject to Article 3. and other provisions as follows, the general funding formula for these projects involves funding by the Federal Government (80% of the cost), the State (10%), and the Local Government (10%). The State assumes no liability for any costs except as authorized herein.

The Local Government agrees to pay the State (1) 10% of preliminary engineering costs incurred by the State, (2) 10% of the actual cost of construction, construction engineering and contingency, (3) 100% of any project cost item or portion of a cost item that is not eligible for the federal participation, and (4) the State's indirect costs based on the Local Government's entire participation in the project.

A. Indirect Costs - Texas Government Code, Chapter 2106, requires the State to recover indirect costs associated with this agreement. The indirect costs shall be calculated based

on prevailing rates as determined through the Texas Department of Transportation's Indirect Cost Recovery Program.

B. Preliminary Engineering Costs - The State will document its costs incurred for preliminary engineering and shall notify the Local Government of these costs when submitting notice pursuant to Article 4(D) and/or 4(E) below.

C. Construction Costs - The actual construction cost includes the amount of the contract awarded to a contractor based upon the low bid, any supplements made thereto during the duration of the project, and construction engineering and contingencies.

D. Payments - Thirty days after signing this agreement and thirty days before beginning the preliminary engineering work, the State shall notify the Local Government of payment due in an amount equal to 10% of the estimated cost of project preliminary engineering and the State's indirect cost on this amount. Forty-five days prior to the State's scheduled date for the contract letting, the Local Government agrees to pay to the State an amount equal to the remainder of the Local Government's agreed upon participation in the project including indirect costs on that remaining participation.

Subject to Texas law, the Local Government shall promptly and faithfully provide payment of the required funds. The department will not pay interest on the funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the state treasury.

E. Interim and Final Accounting - If during the course, at termination or at the completion of the project it is found that the amount received is insufficient to pay the Local Government's agreed upon participation, the State shall immediately notify the Local Government who shall promptly, to the extent permitted by Texas law, transmit the required amount to the State.

At the completion of the project, the State shall use generally accepted accounting procedures to determine the actual cost of the project. Excess funds paid by the Local Government will be returned. Accounting records will be available at reasonable times at the office of the State for inspection by the Local Government. The State will provide not more than four copies of the records when requested by the Local Government.

F. Costs at Termination - If after full execution of this agreement the project is terminated at the request of the Local Government, the Local Government shall be responsible for all (100%) expenses incurred for the project, including indirect costs.

G. Estimate of Project Cost - An estimate of the cost of the project that may be very tentative and made prior to the usual preliminary engineering phase of a project is provided in Exhibit A of this agreement. Neither the estimate provided in Exhibit A or

any other estimate of cost provided by the State, shall limit the Local Government's obligations set out in provisions of this agreement.

Article 5. Project Administration and Accomplishment of Work

The State shall use its own forces to provide or shall contract for the following:

- A. Prepare the construction plans, specifications and estimates (PS&E). At the beginning of the construction stage, the construction plans shall be attached hereto, labeled Exhibit B, Project Plans, and made a part hereof.
- B. Coordinate with the Local Government during plan preparation and have the Local Government indicate approval of the project plans by signing the title sheet.
- C. Advertise for bids and award the contract.
- D. Supervise the work as required by the construction plans and specifications
- E. Final inspection and acceptance of the completed project.

Article 6. Review of Plans by the Local Government

The Local Government shall provide prompt review of the construction plans when requested by the State. No review shall unduly delay the progress of the project.

Article 7. Local Government Acknowledgment

The Local Government acknowledges that it is not an agent, servant, or employee of the State and further acknowledges full and complete responsibility for its own acts and deeds and for those of its agents or employees during the performance of the work authorized in this contract.

Article 8. Maintenance

After the project has been completed, the Local Government shall accept full ownership and operate and maintain the facility authorized by the agreement for the benefit of and at no charge to the public. This covenant shall survive the completion of construction and termination of this agreement.

Article 9. Sole Agreement

This agreement constitutes the sole agreement between the State and the Local Government concerning this project. Any prior agreement, either written or oral, respecting this project is hereby superseded.

Article 10. Termination

This agreement may be terminated before the project is completed by mutual written consent of both parties with financial responsibilities carried out as assigned in Article 4, Project Funding.

Article 11. Notices

All notices to either party under this agreement shall be delivered personally one to the other or sent by mail or courier, postage pre-paid, to the addresses shown on the signature page of this agreement.

Article 12. Ownership of Documents

Upon completion of the project, all documents prepared by the State shall remain the State's property. The Local Government shall have unlimited and unrestricted use of the documents.

Article 13. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns and administrators of such other party in respect to all covenants of this agreement.

Article 14. Legal Construction

In the event that one or more of the provisions of this agreement shall for any reason be held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision herein, and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 15. Signatory Warranty

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the organization they represent.

IN WITNESS WHEREOF, THE PARTIES HERETO have executed duplicate counterparts to effectuate these agreements.

THE LOCAL GOVERNMENT Titus County
(Name)

BY Danny P. Crooks DATE Jan 13, 1997
(Signature)

County Judge Danny P. Crooks
Typed Name and Title of Signatory

Under authority of Resolution/Ordinance Number _____ Dated _____

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission under authority of Minute Order 100002 for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved by the Texas Transportation Commission.

By _____ DATE _____
Robert L. Wilson, P.E., Director, Design Division

For the purposes of this agreement, notices shall be deemed delivered when addressed and mailed to the following:

The Local Government:

Titus County Commissioners Court
100 West First Street, Ste 200
Mt. Pleasant, Tx. 75455

Texas Department of Transportation District Office:

District Engineer
P. O. Box 1210
Atlanta, Tx. 75551

County Titus
CSJ 919-30-25
Project BR 97() OX
Road/Street CR 145
NBI Structure No. AA0145001
Local Designation No. CR NW34
Date of Agreement Execution by Local
Government _____

EXHIBIT A TO
CONSTRUCTION AND MAINTENANCE
AGREEMENT
FOR BRIDGE REPLACEMENT OR REHABILITATION
OFF THE STATE SYSTEM - TENTATIVE ESTIMATE OF COSTS

	Estimated Cost	Local Government Participation
Preliminary Engineering (PE)	<u>\$34,400</u>	
Indirect Costs on PE	<u>2,500</u>	
PE Costs Plus Indirect Costs ♦	<u>\$36,900</u>	
Ten (10) Percent Local Government Participation in the Sum of PE Plus Indirect Costs on PE (1st payment)		<u>\$3,700</u>
Construction	<u>\$137,600</u>	
Engineering and Contingency (E&C)	<u>16,500</u>	
Construction Plus E&C	<u>154,100</u>	
Indirect Costs on the Sum of Construction and E&C	<u>11,000</u>	
The Sum of Construction, E&C and Attendant Indirect Costs ♦	<u>\$165,100</u>	
Ten (10) Percent Local Government Participation in the Sum of Construction, E&C and Attendant Indirect Costs (2nd payment)		<u>16,500</u>
Total Local Government Participation		<u>\$20,200</u> ✓
Total Project Cost (Direct and Indirect Costs) ♦♦	<u>\$202,000</u>	

County Titus
CSJ 919-30-024
Project BR 97()OX
Road/Street CR 206
NBI Structure No. AA0206001
Local Designation No. CR NE 34

CONSTRUCTION AND MAINTENANCE**AGREEMENT****FOR BRIDGE REPLACEMENT OR REHABILITATION****OFF THE STATE SYSTEM**

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

THIS AGREEMENT IS MADE by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the **STATE**, and Titus County, a political subdivision of this state, or a special district that has the authority to finance a highway improvement project, acting by and through its Commissioners Court, hereinafter called the **LOCAL GOVERNMENT**.

WITNESSETH

WHEREAS, Title 23, United States Code, authorizes federal funds to assist local governments in the replacement or rehabilitation of functionally or structurally deficient bridges located on a public road or street within its jurisdiction; and,

WHEREAS, the State, acting by and through the Texas Transportation Commission, has approved a program of work for Off-State-System Federal-Aid Bridge Replacement and Rehabilitation; and,

WHEREAS, the Local Government owns a bridge located on a public road or street located at Horse Creek on CR NE 34; and,

WHEREAS, said bridge is included in the currently approved program of projects as authorized by Commission Minute Order Number 106940 dated September 26, 1996, and the State and the Local Government mutually agree to effectuate the project;

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the State and the Local Government do agree as follows.

Article 1. Contract Period

This agreement becomes effective upon the date of execution by the party whose signing constitutes final and full execution and shall terminate when the work has been completed or as provided in Article 10. "Termination".

Article 2. Right of Entry

The Local Government hereby authorizes the State, its consultant, contractor, or other designated representative to enter the site of said bridge and adjacent right of way or relocation right of way to perform surveys, inspections, construction and other activities necessary to replace or rehabilitate said bridge and approaches.

Article 3. Utility Adjustments and Right of Way

The Local Government shall provide, at no cost to the State or Federal government, the necessary adjustment of any and all utilities and services, whether publicly or privately held, as may be necessary to permit the work authorized herein. Activities associated with relocation and installation of existing utilities shall be coordinated with and carried out in a manner that does not conflict with the requirements of the State.

The Local Government further agrees to acquire, at no cost to the State or Federal Government, any additional right of way, if required.

Article 4. Project Funding

Subject to Article 3. and other provisions as follows, the general funding formula for these projects involves funding by the Federal Government (80% of the cost), the State (10%), and the Local Government (10%). The State assumes no liability for any costs except as authorized herein.

The Local Government agrees to pay the State (1) 10% of preliminary engineering costs incurred by the State, (2) 10% of the actual cost of construction, construction engineering and contingency, (3) 100% of any project cost item or portion of a cost item that is not eligible for the federal participation, and (4) the State's indirect costs based on the Local Government's entire participation in the project.

A. Indirect Costs - Texas Government Code, Chapter 2106, requires the State to recover indirect costs associated with this agreement. The indirect costs shall be calculated based on prevailing rates as determined through the Texas Department of Transportation's Indirect Cost Recovery Program.

B. Preliminary Engineering Costs - The State will document its costs incurred for preliminary engineering and shall notify the Local Government of these costs when submitting notice pursuant to Article 4(D) and/or 4(E) below.

C. Construction Costs - The actual construction cost includes the amount of the contract awarded to a contractor based upon the low bid, any supplements made thereto during the duration of the project, and construction engineering and contingencies.

D. Payments - Thirty days after signing this agreement and thirty days before beginning the preliminary engineering work, the State shall notify the Local Government of payment due in an amount equal to 10% of the estimated cost of project preliminary engineering and the State's indirect cost on this amount. Forty-five days prior to the State's scheduled date for the contract letting, the Local Government agrees to pay to the State an amount equal to the remainder of the Local Government's agreed upon participation in the project including indirect costs on that remaining participation.

Subject to Texas law, the Local Government shall promptly and faithfully provide payment of the required funds. The department will not pay interest on the funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the state treasury.

E. Interim and Final Accounting - If during the course, at termination or at the completion of the project it is found that the amount received is insufficient to pay the Local Government's agreed upon participation, the State shall immediately notify the Local Government who shall promptly, to the extent permitted by Texas law, transmit the required amount to the State.

At the completion of the project, the State shall use generally accepted accounting procedures to determine the actual cost of the project. Excess funds paid by the Local Government will be returned. Accounting records will be available at reasonable times at the office of the State for inspection by the Local Government. The State will provide not more than four copies of the records when requested by the Local Government.

F. Costs at Termination - If after full execution of this agreement the project is terminated at the request of the Local Government, the Local Government shall be responsible for all (100%) expenses incurred for the project, including indirect costs.

G. Estimate of Project Cost - An estimate of the cost of the project that may be very tentative and made prior to the usual preliminary engineering phase of a project is

provided in Exhibit A of this agreement. Neither the estimate provided in Exhibit A or any other estimate of cost provided by the State, shall limit the Local Government's obligations set out in provisions of this agreement.

Article 5. Project Administration and Accomplishment of Work

The State shall use its own forces to provide or shall contract for the following:

- A. Prepare the construction plans, specifications and estimates (PS&E). At the beginning of the construction stage, the construction plans shall be attached hereto, labeled Exhibit B, Project Plans, and made a part hereof.
- B. Coordinate with the Local Government during plan preparation and have the Local Government indicate approval of the project plans by signing the title sheet.
- C. Advertise for bids and award the contract.
- D. Supervise the work as required by the construction plans and specifications
- E. Final inspection and acceptance of the completed project.

Article 6. Review of Plans by the Local Government

The Local Government shall provide prompt review of the construction plans when requested by the State. No review shall unduly delay the progress of the project.

Article 7. Local Government Acknowledgment

The Local Government acknowledges that it is not an agent, servant, or employee of the State and further acknowledges full and complete responsibility for its own acts and deeds and for those of its agents or employees during the performance of the work authorized in this contract.

Article 8. Maintenance

After the project has been completed, the Local Government shall accept full ownership and operate and maintain the facility authorized by the agreement for the benefit of and at no charge to the public. This covenant shall survive the completion of construction and termination of this agreement.

Article 9. Sole Agreement

This agreement constitutes the sole agreement between the State and the Local Government concerning this project. Any prior agreement, either written or oral, respecting this project is hereby superseded.

Article 10. Termination

This agreement may be terminated before the project is completed by mutual written consent of both parties with financial responsibilities carried out as assigned in Article 4, Project Funding.

Article 11. Notices

All notices to either party under this agreement shall be delivered personally one to the other or sent by mail or courier, postage pre-paid, to the addresses shown on the signature page of this agreement.

Article 12. Ownership of Documents

Upon completion of the project, all documents prepared by the State shall remain the State's property. The Local Government shall have unlimited and unrestricted use of the documents.

Article 13. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns and administrators of such other party in respect to all covenants of this agreement.

Article 14. Legal Construction

In the event that one or more of the provisions of this agreement shall for any reason be held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision herein, and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 15. Signatory Warranty

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the organization they represent.

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IN WITNESS WHEREOF, THE PARTIES HERETO have executed duplicate counterparts to effectuate these agreements.

THE LOCAL GOVERNMENT Titus County
(Name)

BY Danny P. Crooks DATE JAN. 13, 1997
(Signature)

County Judge Danny P. Crooks
Typed Name and Title of Signatory

Under authority of Resolution/Ordinance Number _____ Dated _____

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission under authority of Minute Order 100002 for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved by the Texas Transportation Commission.

By _____ DATE _____
Robert L. Wilson, P.E., Director, Design Division

For the purposes of this agreement, notices shall be deemed delivered when addressed and mailed to the following:

The Local Government:

Titus County Commissioners Court
100 West First Street, Ste 200
Mt. Pleasant, Tx. 75455

Texas Department of Transportation District Office:

District Engineer
P. O. Box 1210
Atlanta, Tx. 75551

County Titus VOL 22 PAGE 275
CSJ 919-30-24
Project BR 97(1) OX
Road/Street CR NE 34
NBI Structure No. AA0206001
Local Designation No. _____
Date of Agreement Execution by Local
Government _____

EXHIBIT A TO
CONSTRUCTION AND MAINTENANCE
AGREEMENT
FOR BRIDGE REPLACEMENT OR REHABILITATION
OFF THE STATE SYSTEM - TENTATIVE ESTIMATE OF COSTS

	<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE)	<u>\$39,000</u>	
Indirect Costs on PE	<u>2,800</u>	
PE Costs Plus Indirect Costs	<u>\$41,800</u>	
• Ten (10) Percent Local Government Participation in the Sum of PE Plus Indirect Costs on PE (1st payment)		<u>\$4,200</u>

Construction		<u>\$156,700</u>
Engineering and Contingency (E&C)		<u>18,800</u>
Construction Plus E&C		<u>175,500</u>
Indirect Costs on the Sum of Construction and E&C		<u>12,600</u>
The Sum of Construction, E&C and Attendant Indirect Costs	◆	<u>\$188,100</u>
Ten (10) Percent Local Government Participation in the Sum of Construction, E&C and Attendant Indirect Costs (2nd payment)		<u>18,800</u>
Total Local Government Participation		<u>\$23,000</u>
Total Project Cost (Direct and Indirect Costs)	◆◆	<u>\$229,900</u>