

**COMMISSIONERS' COURT  
REGULAR MEETING  
JUNE 14, 1999**

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONERS' COURT met in *Regular Session* on Monday, June 14, 1999, in the Titus County Courtroom with the following members present:

DANNY P. CROOKS.....COUNTY JUDGE  
MIKE PRICE.....COMMISSIONER PRECINCT 1  
MIKE FIELDS.....COMMISSIONER PRECINCT 2  
BILLY J. THOMPSON.....COMMISSIONER PRECINCT 3  
THOMAS E. HOCKADAY.....COMMISSIONER PRECINCT 4  
SHERRY MARS.....COUNTY CLERK

ABSENT: NONE

**PUBLIC AND COUNTY OFFICIALS ATTENDING MEETING:**

CARL JOHNSON, AUDITOR  
ARVEL SHEPARD, SHERIFF

BETTY FERRELL	KERRY WOOTTEN
MIKE HALL	ANN RUNDLE
LOYD HOLLINGSWORTH	BURNIS COVINGTON
HAROLD SANDES	VANNOY CAPEHART
RANDY BURKE	A. E. SMITH
RICKY REEVES	

Invocation was given by Reverend Randy Burke.

**IN THE MATTER OF  
CONSIDERING CITY OF MT. PLEASANT  
AND THE TEXAS INDUSTRIAL DEVELOPMENT CORPORATION  
TO CLOSE, ABANDON AND VACATE A PORTION OF COUNTY  
ROAD SE-12**

Kerry Wootten presented the Court with a display of a portion of County Road SE-12 that is to be abandoned, closed and vacated. The road will not be closed until construction on the airport has begun.

Motion was made by Commissioner Mike Fields and seconded by Commissioner Thomas E. Hockaday to approve the City of Mt. Pleasant to abandon, close, and vacate County Road SE-12. Motion carried unanimously. *SEE ATTACHMENT "A"*

**IN THE MATTER OF  
GUIDELINES FOR FUTURE APPROVAL  
AND ASSIGNMENT OF NEW COUNTY ROAD NUMBERS**

The Court heard Ricky Reeves regarding guidelines for future approval and assignment of new county road numbers. Ricky Reeves requested to review all plats before they are approved by the Court. He requested that the county roads must be on the final plat before approval by the Court.

Motion was made by Commissioner Mike Price and seconded by Commissioner Thomas E. Hockaday to approve all plats to be reviewed by Ricky Reeves and county road numbers must be on the final plat before it is approved by the Court. Motion carried unanimously.

Motion was made by Commissioner Mike Price and seconded by Commissioner Thomas E. Hockaday to appoint Ricky Reeves as County Road Number Coordinator. Motion carried unanimously.

IN THE MATTER OF  
APPROVING SOUTHWESTERN BELL TELEPHONE COMPANY  
PERMITS FOR BURYING CABLE ACROSS AND ALONG SE-12 IN  
PRECINCT 2, NW-10 IN PRECINCT 1, AND SE-11 AND SE-11A IN  
PRECINCT 4

Motion was made by Commissioner Mike Fields and seconded by Commissioner Thomas E. Hockaday to approve Southwestern Bell Telephone Company to bore across SE-12 with cable in Precinct 2. Motion carried unanimously. *SEE ATTACHMENT "B"*

Motion was made by Commissioner Mike Price and seconded by Commissioner Thomas E. Hockaday to approve Southwestern Bell Telephone Company to bore across and along NW-10 with cable in Precinct 1. Motion carried unanimously. *SEE ATTACHMENT "C"*

Motion was made by Commissioner Thomas E. Hockaday and seconded by Commissioner Billy J. Thompson to approve Southwestern Bell Telephone Company to bury along SE-11 and SE-11A cable in Precinct 4. Motion carried unanimously. *SEE ATTACHMENT "D"*

IN THE MATTER OF  
APPROVING MINUTES OF MAY, 1999

Motion was made by Commissioner Billy J. Thompson and seconded by Commissioner Thomas E. Hockaday to approve minutes for May, 1999. Motion carried unanimously.

IN THE MATTER OF  
APPROVING BUDGET AMENDMENTS

Motion was made by Commissioner Mike Price and seconded by Commissioner Thomas E. Hockaday to approve budget amendments number 12 to 15. The amendments may be seen in the County Auditor's office. Motion carried unanimously.

IN THE MATTER OF  
APPROVING COUNTY OFFICIAL REPORTS

Motion was made by Commissioner Mike Price and seconded by Commissioner Thomas E. Hockaday to approve reports from County Auditor, County Treasurer, Tax Assessor-Collector, County Clerk, Justice Of The Peace Precinct #1, Justice Of The Peace Precinct #2, Cookville Volunteer Fire Department, and City of Talco Fire Department. Motion carried unanimously.

IN THE MATTER OF  
SIGNING PAY ORDERS AND PAYING BILLS

Motion was made by Commissioner Mike Price and seconded by Commissioner Billy J. Thompson to approve signing pay orders and paying bills. Motion carried unanimously.

IN THE MATTER OF  
CONSIDERING APPROVAL OR EXTENSION OF  
CONTRACT BETWEEN TITUS COUNTY AND WISCONSIN  
DEPARTMENT OF CORRECTION FOR THE TEMPORARY  
HOUSING OF INMATES

Motion was made by Commissioner Thomas E. Hockaday and seconded by Commissioner Mike Price to approve the contract between Titus County and Wisconsin Department of Correction for the temporary housing of inmates until June 30, 2000. Motion carried unanimously. *SEE ATTACHMENT "E"*

IN THE MATTER OF  
EXECUTIVE SESSION

The Court went into Executive Session at 9:55 A.M. and reconvened at 10:38 A.M.

No action was taken.



VOL 26 PAGE 187

IN THE MATTER OF  
ADJOURNMENT

Motion was made by Commissioner Thomas E. Hockaday and seconded by  
Commissioner Mike Price to adjourn. Motion carried unanimously.

---

The above and foregoing minutes for the month of MAY, were read and approved this 14th day of JUNE, 1999.

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 MAY, 1999 A.D.  
RECORDED ON THE 15TH DAY OF JUNE, 1999, A.D.

SHERRY MARS, COUNTY CLERK  
TITUS COUNTY, TEXAS

By Jean Craver DEPUTY COUNTY CLERK

\*\*\*\*\*

ATTORNEYS AT LAW  
P.O. BOX 1136  
204 W. SEVENTH STREET  
MT. PLEASANT, TEXAS 75455-1136

TRAYLOR RUSSELL (1908-1963)  
SAM W. RUSSELL  
KERRY WOOTTEN

TELEPHONE  
(803) 572-3863  
FAX  
(803) 572-7442

May 18, 1999

The Hon. Danny Pat Crooks  
County Judge of Titus County  
100 W. First Street  
Mt. Pleasant, Texas 75455

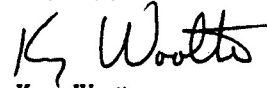
RE: Request by the City of Mt. Pleasant, Texas, and the City of Mt. Pleasant, Texas  
Industrial Development Corporation

Dear Judge Crooks:

On behalf of my clients, I am requesting that the attached matter pertaining to the request by the City of Mt. Pleasant, Texas, and the City of Mt. Pleasant, Texas, Industrial Development Corporation to close, abandon and vacate a county road be placed on the agenda for the meeting of the Commissioners' Court to be held on June 14, 1999. I believe the information contained in the request is self-explanatory, but, in the event you should have any questions, please feel free to contact me.

I appreciate your assistance in this matter.

Very truly yours,

  
Kerry Wootten

KW/jmc

**RUSSELL & WOOTTEN, P.C.**

ATTORNEYS AT LAW  
P.O. BOX 1136  
204 W. SEVENTH STREET  
MT. PLEASANT, TEXAS 75466-1136

TRAYLOR RUSSELL (1908-1988)  
SAM W. RUSSELL  
KERRY WOOTTEN

TELEPHONE  
(803) 572-9889  
FAX  
(803) 572-7442

May 18, 1999

TO: County Judge and Commissioners' Court of Titus County, Texas

RE: Request to close, abandon and vacate a county road located in Titus County, Texas

Gentlemen:

The City of Mt. Pleasant, Texas, and the City of Mt. Pleasant, Texas, Industrial Development Corporation would show that they have purchased land lying in the Robert W. Nabers Survey, Abstract 407, in the southern portion of Titus County, Texas, for the purpose of developing a municipal airport and industrial park. In order to complete their plans for constructing the airport and industrial park, it is necessary that a certain county road adjacent to tracts owned by the parties be closed, abandoned and vacated. Pursuant to authority vested in the Commissioners' Court under Texas Local Government Code, Sec. 81.028(2) and Texas Transportation Code, Sec. 251.051, the City of Mt. Pleasant, Texas, and the City of Mt. Pleasant, Texas, Industrial Development Corporation respectfully requests the Commissioners' Court of Titus County, Texas, to allow the following:

- (1) The City of Mt. Pleasant, Texas, and the City of Mt. Pleasant, Texas, Industrial Development Corporation requests the closure, abandonment and vacation of County Road SE-12, at a point beginning approximately 834 feet from the intersection of said County Road SE-12 and U.S. Highway 271 and a point in the most western boundary line of that 136.838 acre tract conveyed by Thomas Stephens Joyner, et ux, to the City of Mt. Pleasant, Texas, in an easterly direction for a distance of approximately 2600 feet to a point in County Road SE-12. This point is approximately 1000 feet west of the intersection of County Road SE-12 with County Road SE-1, the said intersection being the most southeast corner of a tract conveyed to Virginia Mae Priefert by Nancarrow, et al, found at Vol. 1091, Page 166, Real Property Records of Titus County, Texas. Said proposed road closure being marked as a portion of County Road SE-12 on the map attached hereto as Attachment 1.

The City of Mt. Pleasant, Texas, and the City of Mt. Pleasant, Texas, Industrial Development Corporation requests that the Commissioners' Court of Titus County, Texas, adopt and enter an order which closes, abandons and vacates the County Road identified in Item (1) above.

In the event that there are individuals living on lands in the vicinity of the road for which

access to their property.

The City of Mt. Pleasant, Texas, and the City of Mt. Pleasant, Texas, Industrial Development Corporation would also show that the interests of the public and affected landowners will be protected at all times by the closing of this road.


The City of Mt. Pleasant, Texas, and the City of Mt. Pleasant, Texas, Industrial Development Corporation would also show that an alternate road will be constructed along a northwestern route approximately parallel to an eastern boundary line of the proposed airport tract.

Thank you very much for your consideration in this matter.

Respectfully submitted,

The City of Mt. Pleasant, Texas, and  
The City of Mt. Pleasant, Texas, Industrial  
Development Corporation

By:

  
Kerry Wootten, Attorney

RUSSELL & WOOTTEN, P.C.  
P. O. Box 1135  
Mt. Pleasant, Texas 75456-1135  
Telephone: (903) 572-3653  
FAX: (903) 572-7442

VOL 26 PAGE 196

ATTACHMENT "B"

APPLICATION FOR PERMIT

4666973  
Plat 1

RECEIVED

TO: COMMISSIONERS COURT  
Mt. Pleasant, Texas 75455

JUN 07 1999

TITUS COUNTY JUDGE

Application is hereby made by Southwestern Bell Telephone Company  
for permission to lay buried line along/under that certain segment of the  
count road in Precinct # two (2) at the following location(s):

*SE CR 12 - Bue across  
as shown on attached  
Plat*

Respectfully submitted,

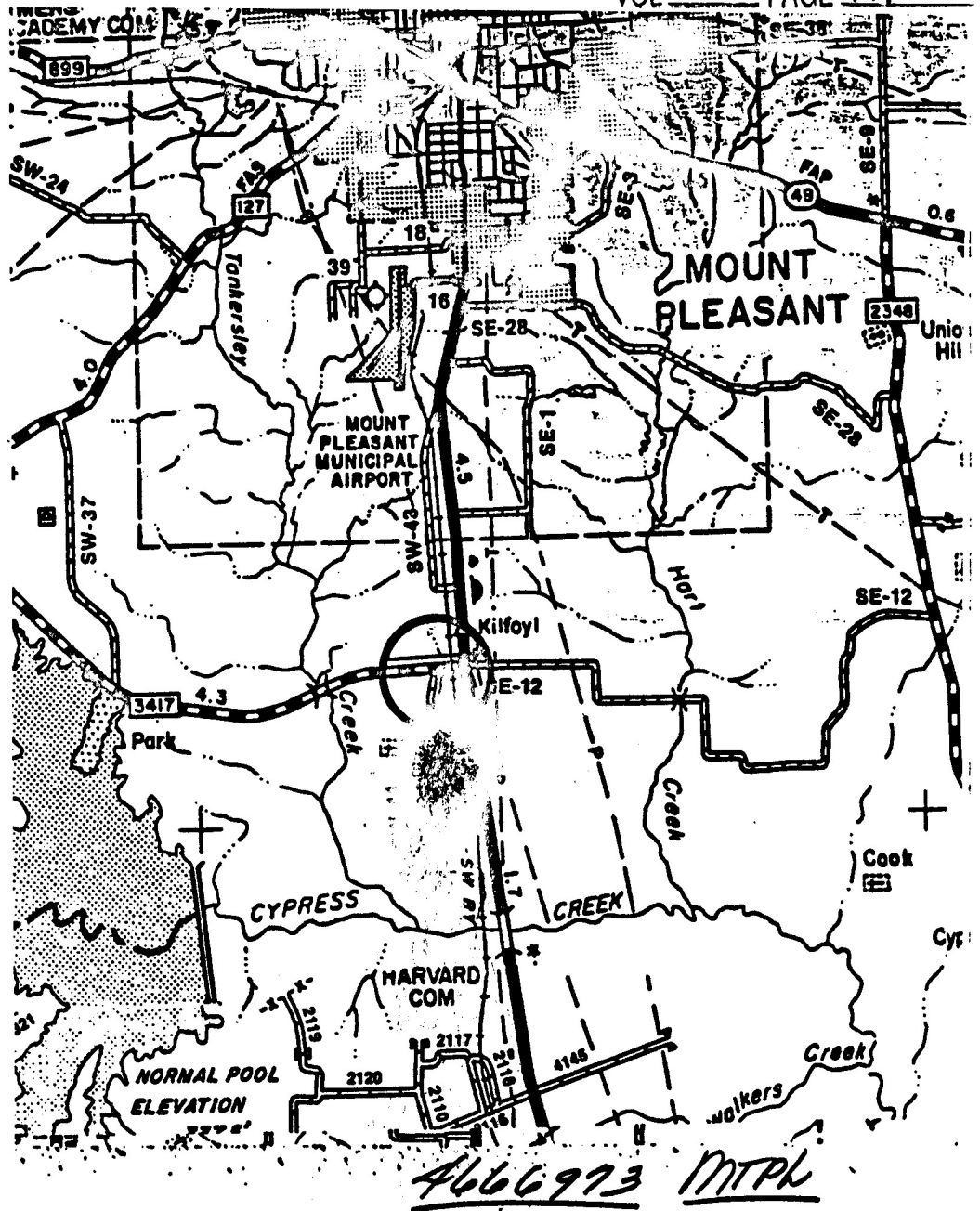
C. D. Prince  
Manager-Engineer Design  
307 N. Van Buren  
Mt. Pleasant, Texas 75455  
(903)573-3495

5-28-99  
Date

~~APPROVED - DENIED~~

Darryl Cook  
COUNTY JUDGE

06-14-99  
Date







ATTACHMENT "C"

APPLICATION FOR PERMIT

*4660848*  
*Plate 2-5*

TO: COMMISSIONERS COURT  
Mt. Pleasant, Texas 75455

Application is hereby made by Southwestern Bell Telephone Company  
for permission to lay buried line along/under that certain segment of the  
count road in Precinct # Three (3) at the following location(s):

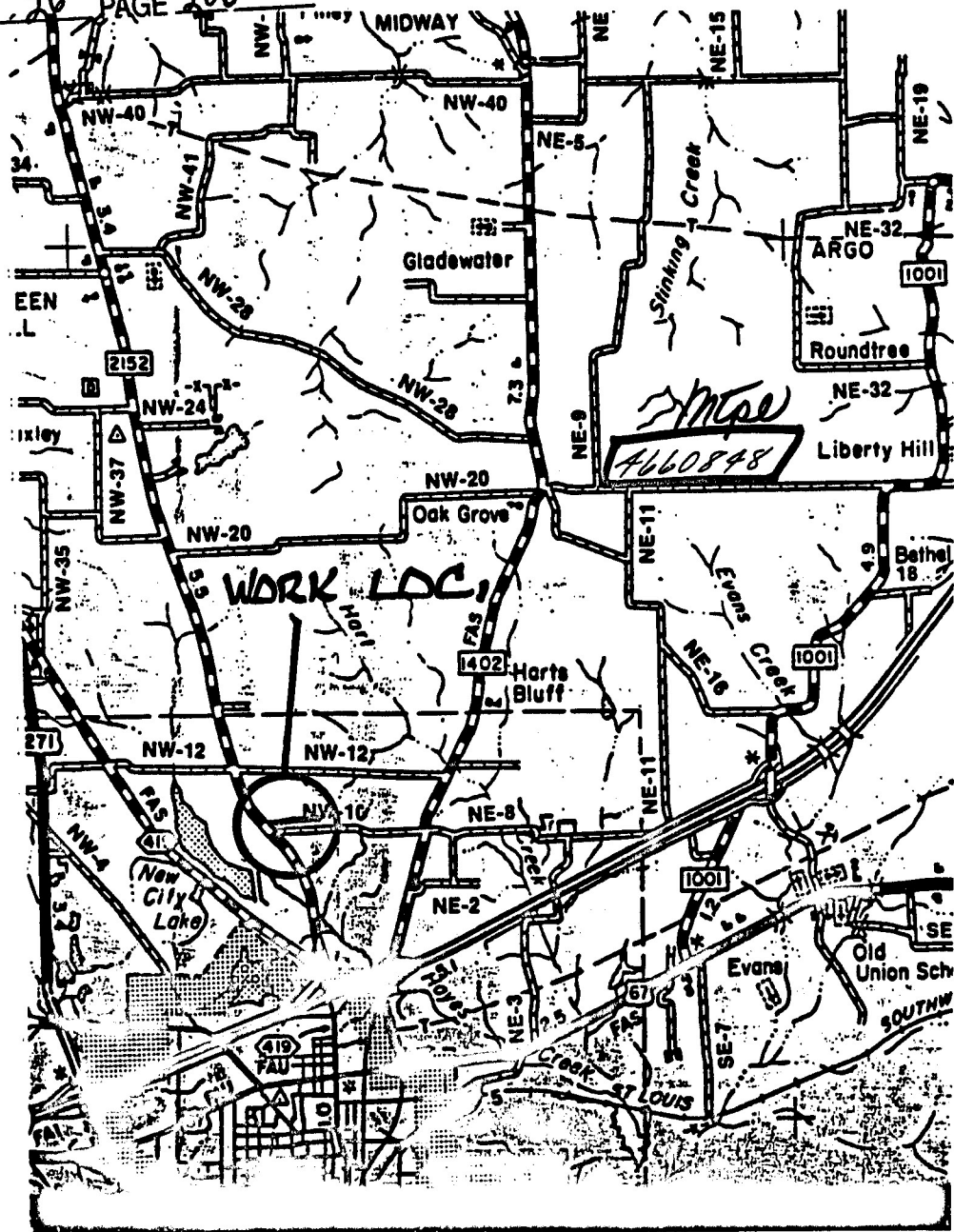
*Place and bore across and  
along NW CR 10 as shown  
on attached plate.*

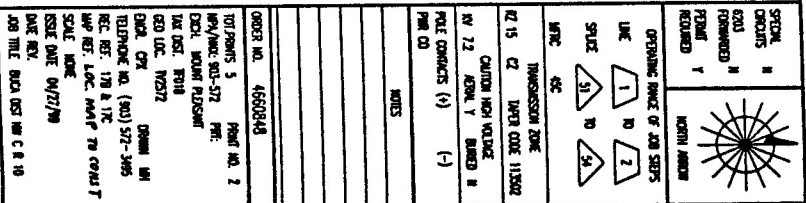
Respectfully submitted,

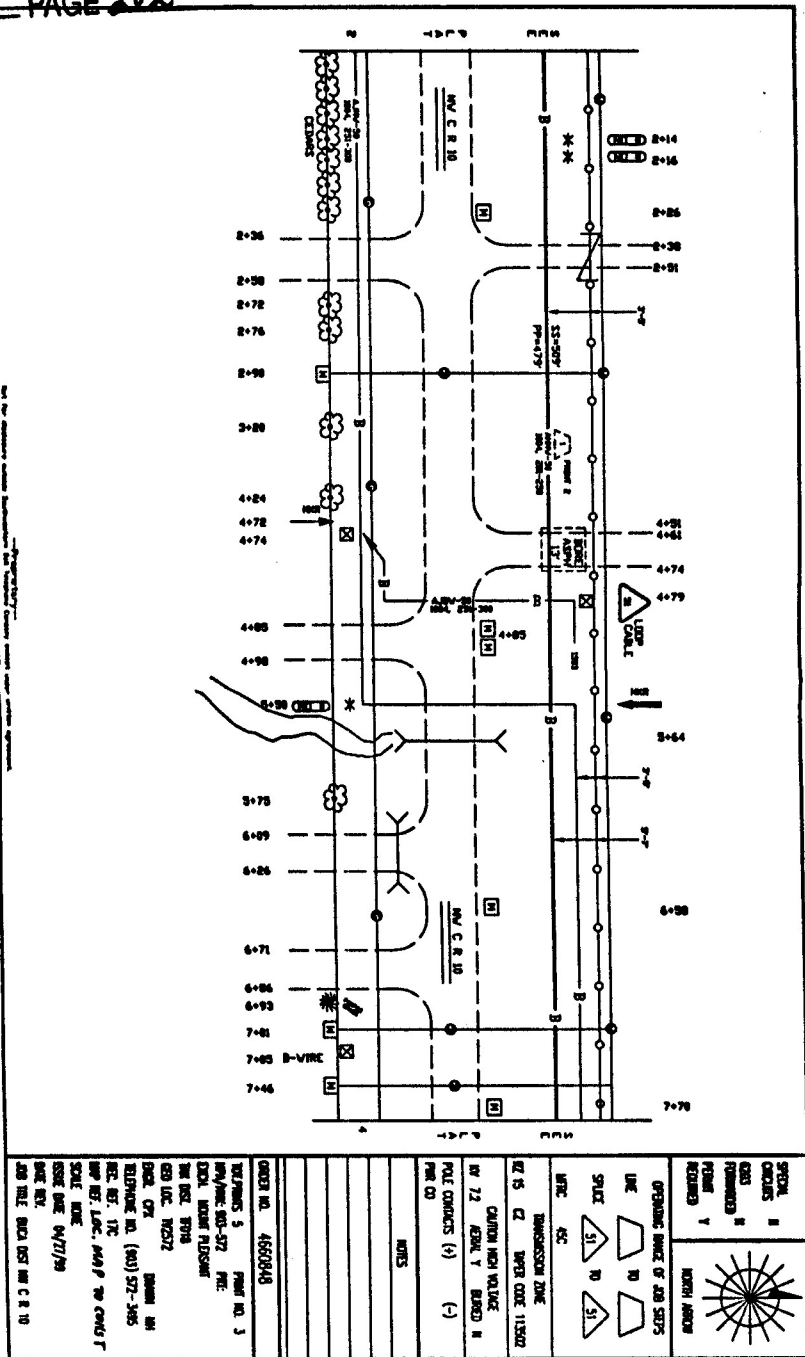
*C. D. Prince* *5-19-99*  
Manager-Engineer Design Date  
307 N. Van Buren  
Mt. Pleasant, Texas 75455  
(903)573-3495

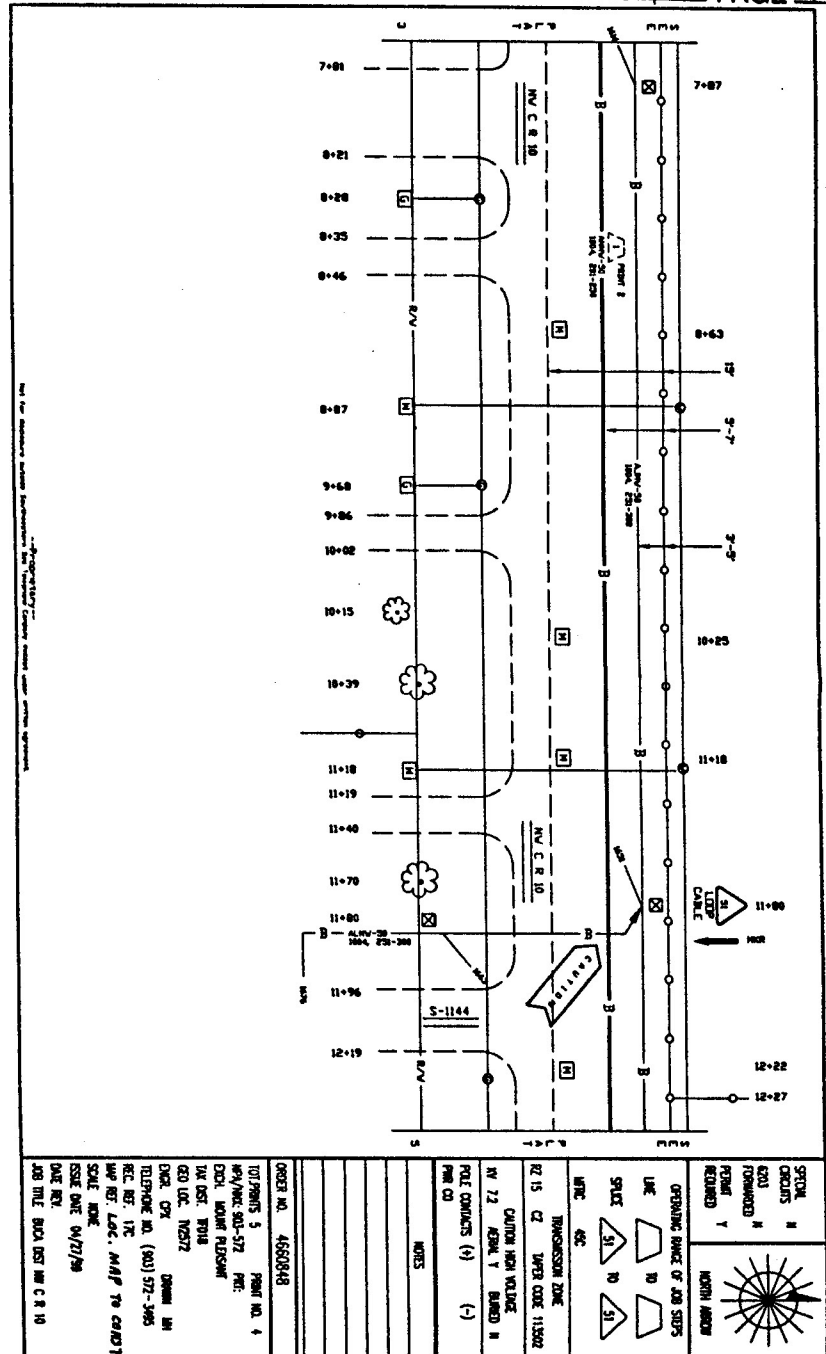
APPROVED - DENIED

*Barney P. [Signature]* *06-06-14-99*  
COUNTY JUDGE Date











ATTACHMENT "D"

VOL 26 PAGE 205

4666008- Plot 2

APPLICATION FOR PERMIT

TO: COMMISSIONERS COURT  
Mt. Pleasant, Texas 75455

Application is hereby made by Southwestern Bell Telephone Company for permission to lay buried line along/under that certain segment of the count road in Precinct # (9) Full at the following location(s):

*Place along SE CR 11A and  
SE CR 11 as shown on  
attached drawing.*

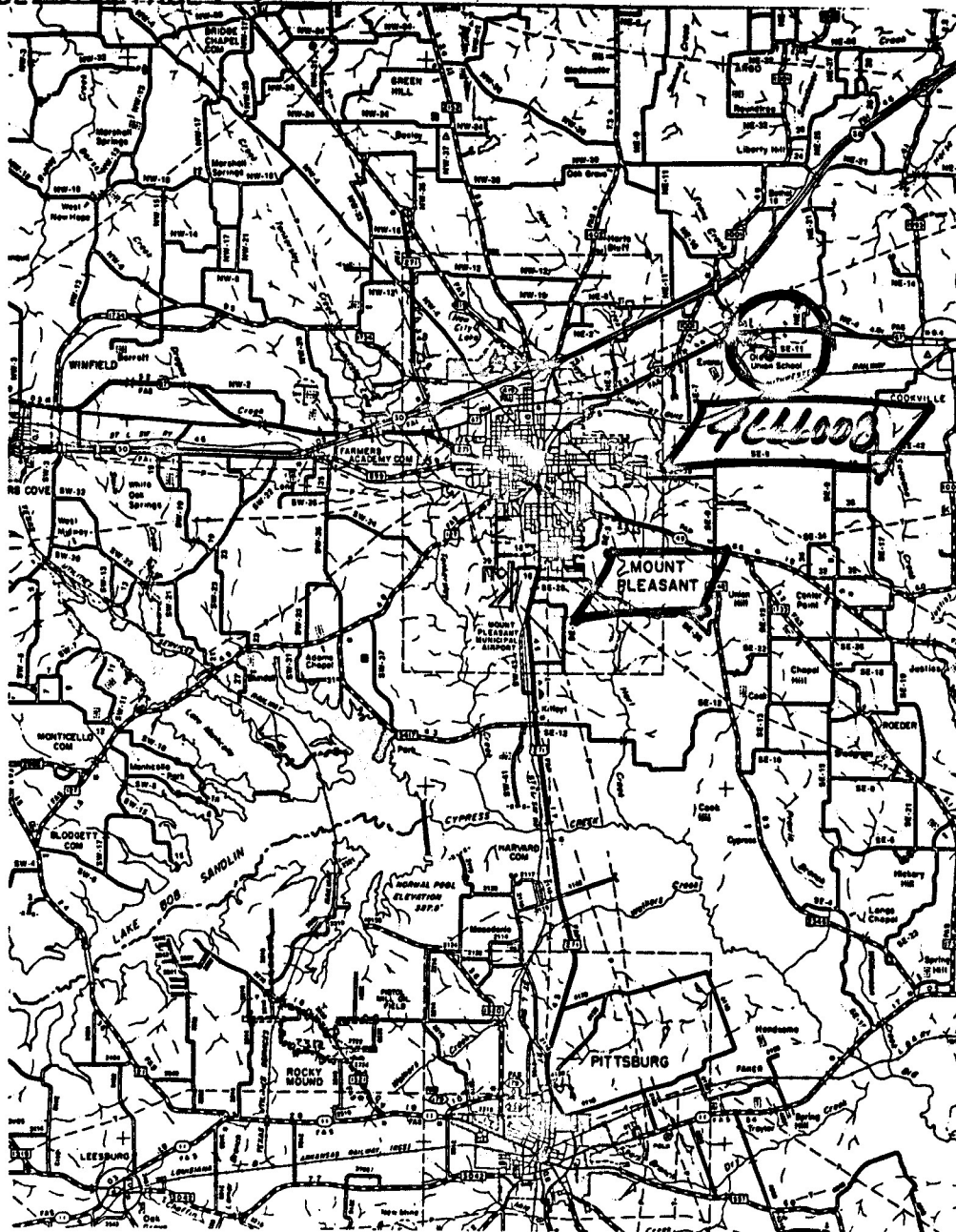
Respectfully submitted,

C. D. Prince 5-18-99

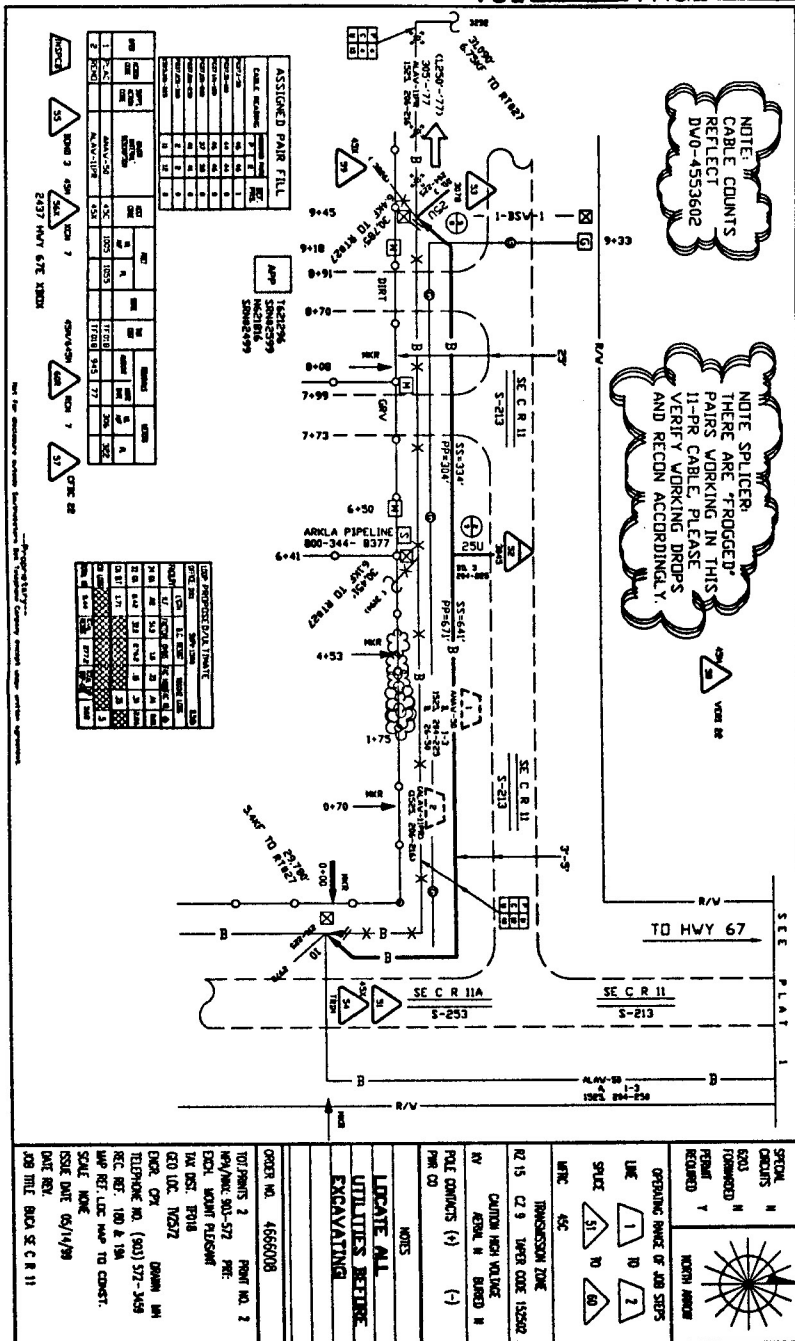
Manager-Engineer Design Date  
307 N. Van Buren  
Mt. Pleasant, Texas 75455  
(903)573-3495

APPROVED - DENIED

Henry P. Cook 06-14-99  
COUNTY JUDGE Date







June 10, 1999

Sheriff Arvel Sheppard  
304 S. Van Buren  
Mt. Pleasant, Tx. 75445-4442

RE: Wisconsin and Wis-Tex Contract

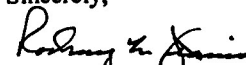
Dear Sheriff Sheppard:

Enclosed you will find an original contract which is the same as the original contract that was signed in the beginning of your housing Wisconsin inmates. Please sign that portion which requires your name, the County Judge and the District or County Attorney on the extension form. There are three copies of the extension form which need to be signed and returned to me as soon as possible so that I can forward these to Wisconsin and also to the Texas Commission on Jail Standards.

Also is an extension of the Wis-Tex contract which follows the same timelines as the Wisconsin contract. There are also no changes in this contract.

If you have questions, please let me know.

Sincerely,

  
Rodney L. Jeanis

Enclosures

AGREEMENT BETWEEN TEXAS COUNTY/CITY 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 Palo Pinto, Commanche, Red River, Titus, Franklin, Morris, Van Zandt, Bowie, Lamar Henderson, Upshur and Navarro (Counties), City of Mansfield 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/City 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 July 1, 1999 through June 30, 2000 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/CITY

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

DEPARTMENT OF CORRECTIONS

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

Sharon Zunker, Director  
Bureau of Health Services  
Division of Adult Institutions  
149 E. Wilson Street  
Madison, WI 53707

3. Right of Inspection

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

4. Vacancies

The Counties/City hereby agree to make available to the Department up to 1,240 beds for inmates. Transfer of inmates from the Department to the Counties/City will be dependent on bed space available at the County/City Jails.

5. Selection

The Department will provide inmates for placement according to mutually agreed upon criteria as specified in Attachment 1.

The Counties/City expressly maintain the right to reject any inmate brought to the County/City Jails by the Department if said inmate exhibits medical or behavior problems of such a nature, as determined by the County Sheriff/Chief of Police 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/City 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/City 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/City 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/city jails. But nothing herein contained shall be construed to require the Counties/City 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/City to other inmates of the County/City Jails. Except in the case of an emergency, the Counties/City shall contact the designated coordinator, identified in Attachment 1, 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/City may proceed with the necessary treatment without prior approval, but in every case the Counties/City 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 14 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/City 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/City 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/City 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/City 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/City.
- (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/City Jails and shall be paid by the Counties/City, 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 the commonly provided by the jail. The cost of any special service, education, equipment or nursing care not commonly provided by the jail and approved by the Department shall be chargeable to the Department. The Counties/City 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/City 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 possible.

- (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/City'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/City jails shall be provided to the Counties/City 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, the summary or any record shall be returned to the Department. The Counties/City 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/City 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/City 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/City, shall be subject to all the provisions of law and regulations applicable to persons sentenced for violations of law to the County/City 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/City 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 County Sheriff/Chief of Police 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/City 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/City's investigation/fact finding report is completed, a copy shall be forwarded to the designated contact person identified in Attachment 1.
- (C) The Sheriff/Chief of Police 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/City Jails, the Department shall be furnished with copies of any such record or records upon request. Except 7(i), page 4, nothing herein contained shall be construed to prevent the Counties/City 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/City 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/City 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/City 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/City 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/City 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/City Jail, the County Sheriff/Chief of Police will use all reasonable means to recapture the inmate. The escape shall be reported immediately to the Department. The Counties/City 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/City.

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/City shall be notified. The Department shall receive copies of any records made for or in connection with such notification.
- (B) The County Sheriff/Chief of Police 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/Chief of Police shall order an autopsy to be performed. The Sheriff/Chief of Police shall submit costs for an autopsy to the Department for reimbursement.
- (D) The County Sheriff/Chief of Police shall send a certified copy of the death certificate for any of the Department's inmates who have died while in the County/City 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/City 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/City 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/City 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 reviewed by the Counties/City, 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/City 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/Chief of Police 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/Chief of Police. The County Sheriff/Chief of Police 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 the Counties/City \$39.96 per day per inmate for the custody of Department inmates.

The Counties/City 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/City Jails from the Department's Office of Offender Classification. The Department of Corrections shall send payment to the county/city within 30 days of receipt of invoice.

- (B) The Counties/City agree in return for this payment to provide lodging facilities and programs for said inmates. The Counties/City will provide constant monitoring of the premises at all times that inmates are at the facility. The Counties/City 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/City 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/City Jail.

- (C) The Counties/City shall provide the necessary program space required to conduct any supplemental treatment programs arranged by the Department.

- (D) The Counties/City 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/City Jails. The Counties/City shall be reimbursed for any expense it may incur in connection therewith.
- (B) The Counties/City agree to defend at its expense any action or proceeding arising out of confinement in the County/City Jails which involves conditions of confinement or action of County/City employees.

22. Non-Discrimination

In connection with the performance of work under this Agreement, the Counties/City 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/City further agree to take affirmative action to ensure equal employment opportunities. The Counties/City 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 of 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/City 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/City and the Department.

Department of Corrections  
State of Wisconsin

By:  Date: 5/28/99  
Jon E. Litscher, Secretary  
Department of Corrections

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

The undersigned hereby agree to extend the contract between the County of Titus and the Department of Corrections, State of Wisconsin for the temporary housing of inmates which was dated the 28th day of May, 1999.

The contract shall extend from July 1, 1999 through June 30, 2000. All other terms and conditions of the contract shall remain the same.

In addition, the parties hereby agree to honor the terms and conditions of the contract it entered into with WIS/TEX Enterprises for the duration of this extension.

Department of Corrections  
State of Wisconsin

By Jon E. Litscher  
Jon E. Litscher, Secretary

Dated: 6/4/99

Titus County, Texas

By Arvel P. Shepard  
Arvel P. Shepard, Sheriff  
Titus County, Texas

Dated: 6-14-99

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

Dated: 6/14/99

By Danny Crooks  
Honorable Danny Crooks  
Titus County, Texas

Dated: 6-14-99

**OPERATIONAL AGREEMENT FOR TASKS, WORKLOAD, CONTACTS,  
AND RESPONSIBILITIES FOR THE TEMPORARY HOUSING OF  
DEPARTMENT OF CORRECTIONS INMATES AT PALO PINTO,  
COMANCHE, RED RIVER, TITUS, FRANKLIN, MORRIS, VAN ZANDT,  
BOWIE, LAMAR, HENDERSON AND UPSHUR COUNTIES AND CITY OF  
MANSFIELD, TEXAS**

Tasks, procedure, contacts and workload responsibilities relating to the placement of adult inmates in the Palo Pinto, Comanche, Red River, Titus, Franklin, Morris, Van Zandt, Bowie, Lamar, Henderson, Upshur County Jails and the City of Mansfield, Texas are identified as follows:

A. Designated Contact Persons:

1. Department of Corrections:

a. County/City Jail Liaison:

Dick Verhagen, Administrator  
Division of Adult Institutions  
P. O. Box 7925  
149 E. Wilson Street  
Madison, WI 53707-7925  
(608)266-6604  
FAX(608)267-2323

Alternate:

Jeff Wydeven, Contract Administrator  
Division of Adult Institutions  
P.O. Box 7925  
149 E. Wilson Street

Madison, WI 53707-7925

(608)266-8993  
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:

Dale Poliak  
Dodge Correctional Institution  
P.O. Box 661  
Waupun, WI 53963-0661  
(920)324-5577  
FAX(920)342-6368

**B. County/City 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 inmate 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/City 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 action 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/City 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/City Jail staff.
3. Ensure medical files are received and retained by medical staff of the County/City Jails.
4. Provide and assist County/City Jail administration with training as may be deemed necessary.
5. Assist the County/City 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/City 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/City,
  - 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/City,
  - j. Special placement needs, and
  - k. Reports of daily counts.
9. Receive legal files for Department inmates transferred to the Counties/City.
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/City.
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/City 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/City for emergency treatment.

**D. Procedures for Medical, Dental, and Clinical Services Approvals.**

1. The Counties/City should take action necessary to provide for emergency care. The Counties/City 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/City 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 in 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/City 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/City 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.

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

The undersigned hereby agree to extend the contract between the County of Titus and the Department of Corrections, State of Wisconsin for the temporary housing of inmates which was dated the 28th day of May, 1999.

The contract shall extend from July 1, 1999 through June 30, 2000. All other terms and conditions of the contract shall remain the same.

In addition, the parties hereby agree to honor the terms and conditions of the contract it entered into with WIS/TEX Enterprises for the duration of this extension.

Department of Corrections  
State of Wisconsin

By Jon E. Litscher  
Jon E. Litscher, Secretary

Dated: 6/14/99

Titus County, Texas

By Arvel P. Shepard  
Arvel P. Shepard, Sheriff  
Titus County, Texas

Dated: 06-14-99

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

Dated: 6/14/99

By Danny Crooks  
Honorable Danny Crooks  
Titus County, Texas

Dated: 06-14-99

EXTENSION OF CONTRACT BETWEEN  
TITUS COUNTY AND WIS-TEX ENTERPRISES

The undersigned hereby agree to extend the contract between the County of Titus and Wis-Tex Enterprises for the purpose of providing services to said county, which was originally executed on January 13, 1997.

The contract shall be extended to the same dates as the contract with the Wisconsin Department of Corrections, which will end June 30, 2000.

WIS-TEX ENTERPRISES

By: Rodney L. Jeanis  
Rodney L. Jeanis

Dated: 6-10-99

By: Michael K. McGuire  
Michael K. McGuire

Dated: 6-10-99

Titus County Texas

By: Arvel P. Shepard  
Arvel Shepard, Sheriff

Dated: 6/17/99

By: Benny P. Crooks  
Honorable Benny Crooks, County Judge

Dated: June 14, 1999

ATTEST: Sherry Mars