

MINUTES

On this the 14th day of July, 2016 the Commissioners Court of Jack County, Texas **FILED FOR RECORD**
Regular session at 9:03 a.m. with the following elected officials present:

Keith Umphress, Commissioner Pct. 1
James L Brock, Commissioner Pct. 2
Terry Ward, Commissioner Pct. 4
Mitchell G. Davenport, County Judge

_____ O'CLOCK _____ M

AUG 16 2016

VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

REVIEW AND APPROVAL OF INTERLOCAL AGREEMENT WITH WICHITA COUTNY.
TO HOUSE INMATES

Sheriff Mayo presented to the Court his thoughts on the purposed supplemental agreement before them that would be between Jack County and Wichita County for housing of inmates from Wichita County. The Court asked various questions regarding the agreement.

Motion was made by Commissioner Umphress to enter into the contract with Wichita County. That motion was seconded by Commissioner Brock. The motion carried unanimously.


FUTURE AGENDA ITEMS

No future items discussed.

ADJOURNMENT

There being no further business motion was made by Judge Davenport to adjourn and seconded by Commissioner Brock. The motion carried unanimously.

Meeting was adjourned at 9:50 a.m.



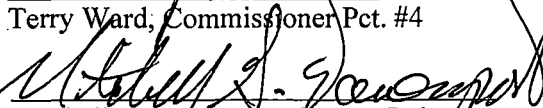
Keith Umphress, Commissioner Pct. #1



James Brock, Commissioner Pct. #2

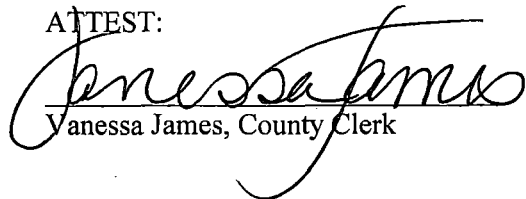


Terry Ward, Commissioner Pct. #4



Mitchell G. Davenport, County Judge

ATTEST:



Vanessa James, County Clerk



**NOTICE OF MEETING (•) OF THE
COMMISSIONERS COURT OF JACK COUNTY, TEXAS**

• Assistive Listening Devices Available on Request for Use during Court Session

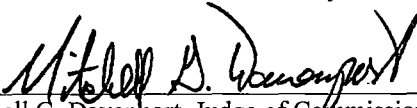
Notice is hereby given that a Meeting of the above named Commissioners Court will be held on **Thursday the 14th day of July, 2016 at 9:00 o'clock a.m.**, in the County Courthouse, Jacksboro, Texas, at which time the following subjects* will be discussed and appropriate action taken, to-wit:

These subjects may or may not be discussed in the order shown. All items listed below as part of the called "Consent Agenda Items" require no deliberation by the Court. Each Court member has the prerogative of removing an item from this agenda so that it may be considered separately.

1. Review and approval of Interlocal Agreement with Wichita County to house inmates; replacing all previous agreements of same;
2. FUTURE AGENDA ITEMS; AND;
3. ADJOURNMENT.

Dated this the 12th day of July, 2016

Commissioners Court of Jack County, Texas



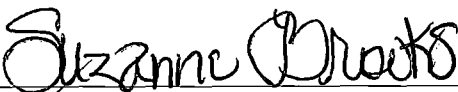
Mitchell G. Davenport, Judge of Commissioners Court

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners Court, is a true and correct copy of said Notice, and that I posted a true and correct copy of said Notice on the bulletin board at the Courthouse door of Jack County, Texas, at a place readily accessible to the general public at all times on the 12th day of July, 2016, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

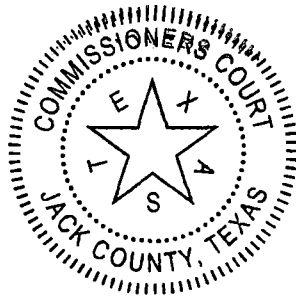
Dated this the 12th day of July, 2016, at 8:30a m.



Vanessa James, County Clerk of Jack County, Texas

By: 

Deputy Clerk



FILED FOR RECORD

_____ O'CLOCK _____ M

JUL 12 2016

VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

JUL 22 2016

CONTRACT FOR JAIL CONFINEMENT SERVICE BETWEEN
 COUNTY OF JACK, TEXAS AND COUNTY OF WICHITA, TEXAS

JANESSA JAMES, County Clerk
 JACK COUNTY, TEXAS
 BY _____ DEPUTY

STATE OF TEXAS
 COUNTY OF JACK

This contract is made and entered into by the counties of Jack and Wichita, both in the state of Texas and MELVIN MAYO, Sheriff of Jack County and his/her successors in office, and David Duke, Sheriff of Wichita County, and his/her successors in office, and the respective Commissioners Courts of each of the above named counties pursuant to the Inter-local Cooperation Act, Chapter 791 of the Texas Government Code.

I.

Jack County and Sheriff MELVIN MAYO, hereinafter called MAYO, agrees with Wichita County and Sheriff David Duke, hereinafter called Duke, that Jack County and MAYO will house, support, maintain and confine in the Jack County Jail, on a space available basis, up to sixteen (16) prisoners who have been booked into the Wichita County Jail. It is mutually agreed that Wichita County will assume transportation expense in transporting any prisoner from the Wichita County Jail to the Jack County Jail for the purposes of incarceration at Jack County Jail in Jacksboro, Texas. Any subsequent transportation expenses for returning the prisoner to Wichita County will likewise be an expense paid by Wichita County.

II.

MAYO will book any Wichita County prisoner transferred to Jack County Jail pursuant to this contract into the Jack County Jail at Jacksboro, Texas, and be responsible for the care, custody and control of the prisoner. MAYO agrees that he will not release from custody a prisoner from Wichita County until discharge is lawfully ordered by a court of competent jurisdiction or bail bond is accepted and approved by the office of Duke in Wichita County, or until that discharge is approved by the office of Duke.

III.

Wichita County agrees to furnish and reimburse Jack County for all emergency medical, hospitalization, ambulance and any other necessary medical treatment, for all Wichita County prisoners transferred to Jack County Jail in Jacksboro, Texas. Jack County agrees that should a Wichita County prisoner be hospitalized for any reason at a non-Wichita County facility, Jack County will make all reasonable efforts to ensure the facility will bill Wichita County at an indigent healthcare rate. MAYO agrees to summon necessary medical help and transport the Wichita County prisoner to a hospital when necessary and without undue delay. The officer in charge of the Jack County Jail will reserve the right to determine whether or not medical treatment is necessary for any Wichita County prisoner. In the event that a Wichita County inmate is hospitalized while in the custody of Jack County and MAYO, Wichita County and Duke will be responsible for providing a guard for that inmate while the inmate is in the hospital.

In the event emergency medical, hospitalization, ambulance or any other medical treatment of a Wichita County prisoner became necessary, Jack County agrees to notify Wichita County of the same as soon as possible. In the event non-emergency medical treatment of a Wichita County prisoner becomes necessary, Jack County agrees to contact Wichita County before any such treatment takes place.

IV.

Wichita County will reimburse Jack County if a Wichita County prisoner willfully, intentionally, knowingly or negligently damages or destroys any part of said Jack County Jail or contents thereof.

V.

Wichita County agrees to pay Jack County \$45.00 per day or part of each day in which a prisoner of Wichita County is booked into and maintained at the Jack County Jail in Jacksboro, Texas. Wichita County will be billed for each day that an inmate is in the Jack County Jail prior to midnight, and for any portion of a day after midnight. Billing will cease at such time as a Wichita County inmate is finally released from the Jack County Jail. Wichita County and Duke will be billed for an inmate as long as that inmate is booked into the Jack County Jail even though he may be outside of the jail and the custody of Jack County and MAYO. Wichita County and Duke will be billed for two or more days if an inmate is booked out of the Jack County Jail and then re-booked into the Jack County Jail in the same 24-hour period. Said payments will be payable on a monthly basis to Jack County with each payment for each month being due on the 10th day of the following month in which the prisoner was incarcerated and maintained by Jack County.

At the time of booking or as soon thereafter as practicable, the Jail Administrator of the Jack County Jail will screen the inmate and classify the inmate on the basis of medical/suicide risk and those standards set by the Texas Jail Commission. Based on that screening, Wichita County will be charged the following daily rate:

- Minimum risk: \$45;
- Medium risk: \$45; and,
- High risk: \$65 (This price may be lowered by Jack County if the inmate conducts himself appropriately regardless of classification)

Inmate classification or change in classification will be provided to Duke as soon as reasonably possible.

VI.

The term of this contract shall begin when the document is fully executed by all parties affixing their signatures as reflected herein and shall continue in effect through December 31, 2019. Thereafter, the contract shall be renewable for periods of one (1) year and shall continue from year to year thereafter under the same terms until canceled by a contracting party. If the governing

body of either contracting entity elects to withdraw from the contractual relationship, they shall do so by giving ten (10) days written notice to the other party of said intention to cancel. Said written notice of cancellation shall be delivered to the office of the County Judge of the other county which is a party to this contract.

VII.

Both parties hereto are aware that the Jack County Jail was approved by the Texas Commission on Jail Standards and certified to have complied with the minimum jail standards of the Texas Commission on Jail Standards and Article 5115.1, Vernon's Annotated Civil Statutes and no law or rule will be violated by the honoring and enforcement of this contract.

VIII.

To the extent allowed by law, Wichita County agrees to save, hold harmless and indemnify Jack County and MAYO and his successors in office, from any claims for damages for which Jack County or MAYO may be held liable to or for a Wichita County prisoner because of the acts or omission of any Wichita County employee. To the extent allowed by law, Jack County agrees to save, hold harmless and indemnify Wichita County from any claims for damages for which Jack County or MAYO may be held liable to or for a Wichita County prisoner because of the act or omissions of any Jack County employee while said prisoner is in the Jack County Jail in Jacksboro, Texas.

IX.

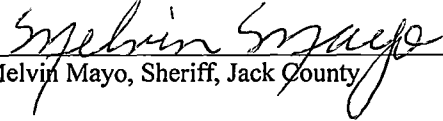
It is mutually agreed between the parties that in the event of an emergency situation or condition or overcrowding at the Jack County Jail which prevents the booking or incarceration of additional prisoners in said jail, MAYO may decline to book or keep Wichita County prisoners in the Jack County Jail. If emergency situations or conditions or overcrowding result would leave the safety of a Wichita County prisoner in jeopardy, MAYO will consult Duke and ask that said Wichita County prisoner be removed. In that event, Jack County's obligation under this contract as to said prisoner would be terminated and Wichita County would be released from any further monetary obligation for the maintenance of said prisoner after transporting the Wichita County prisoner from the Jack County Jail and into the custody of Wichita County. In that event, MAYO agrees to notify Duke if and when the Jack County Jail becomes suitable for the retention of prisoners.

EXECUTED at Jacksboro, Jack County, Texas, on the 14th day of July, 2016 in two originals, and effective on the last date signed.

COUNTY OF JACK

By: 

Mitchell G. Davenport, County Judge


Melvin Mayo, Sheriff, Jack County

ATTEST:

Vanessa James
Vanessa James, County Clerk



EXECUTED at Wichita Falls, Wichita County, Texas, on the - 18th - day of July, 2016 in two originals, and effective on the last date signed.

COUNTY OF Wichita

By: Woodrow W. Gossom
Woodrow Gossom, County Judge

David Duke
David Duke, Sheriff, Wichita County

ATTEST:

Lori Bohannon
County Clerk