

AGENDA ITEM # 20

January 6, 1998

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Consider authorizing County Judge to sign contract with Texas Department of Criminal Justice to house inmates in the T. Don Hutto Correctional Facility.

Moved: Judge Doerfler

Seconded: Commissioner Hays

Motion: To authorize County Judge to sign contract with Texas Department of Criminal Justice to house inmates in the T. Don Hutto Correctional Facility.

Vote: Motion carried 5 - 0

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INMATE HOUSING PAYMENT AGREEMENT

This Housing Payment Agreement (hereinafter this "Agreement") is made and entered into by and among the Texas Department of Criminal Justice (hereinafter the "TDCJ") acting on behalf of the Texas Board of Criminal Justice (hereinafter the "Board") and Williamson County (hereinafter the "County"), pursuant to TEX. GOV'T CODE ANN. art. 493.010 and 499.121(c).

WITNESSTH:

WHEREAS, Article 493.010 authorizes the Board to enter into leases or contracts with public or private jails or operators of alternative housing facilities for the temporary or permanent housing of inmates; and

WHEREAS, the Executive Director of TDCJ having been delegated authority to act on behalf of the Board, and the County desires to enter into this Agreement to establish the rate of payment for maintenance of inmates awaiting transfer to the Institutional Division;

NOW THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, and subject to the conditions herein set forth, the parties agree as follows:

I

SERVICES

Section 1.1. Inmates Eligible for Transfer. Inmates to be transferred to the County shall be those county jail inmates who will not be transferred to the Institutional Division within 45 days from the date on which all processing required for transfer has been completed as determined by TDCJ.

Section 1.2. Detention Services. County shall provide housing, care, meals, medical services (subject to the conditions of Section 1.3, herein) and other usual services for inmates on the same basis as such services are provided for County's inmates. County shall provide a minimum of three (3) hours per day, five days per week in the following program services: (i) basic literacy through G.E.D.; (ii) life skills/pre-release; (iii) on the job training; (iv) library services; (v) chaplaincy services; and (vi) substance abuse education.

Section 1.3. Medical Services. The County shall be responsible for all medical care and costs including transportation to a free-world hospital for the initial forty-eight (48) hours (the forty-eight (48) hour period begins when TDCJ is informed by E-Mail, as instructed below, of the new admission) of Inmates in its custody who are hospitalized. This interval is usually needed to perform initial diagnostic procedures, stabilization of the patient and arrangements with the attending physician for the Inmate's discharge and return to the Facility, transfer to another facility or for formulation of a treatment plan should the Inmate be unstable for transportation. For those Inmates not anticipated to be medically ready for discharge to the Facility within forty-eight (48) hours, the County shall communicate in writing with its contract hospital (s) and physician (s) and request that the patient be stabilized (e.g. will not experience decompensation during the transfer) and prepared for transfer as soon as possible. If an inmate requires continued hospitalization after the initial forty-eight (48) hour period, TDCJ will be responsible for all reasonable and appropriate medical costs. All non-emergent procedures during the first 48 hours of inpatient hospitalization must be approved through the Health Services Liaison (HSL).

Facility Inmates who require emergent or urgent admission to a tertiary care facility, the responsible medical authority at the Facility must immediately inform by E-Mail the HSL at terminal JPU2526, the Diagnostic Unit Transportation Major at HQTN2003 and HQTN 001, the Bureau of Classification at HQCR004, the Emergency Action Center at EAC1, and WY39 Wynne Unit Transportation. Messages may be sent to the above terminals 24 hours a day.

Immediate telephone confirmation to HSL at (409) 294-2228, or Diagnostic Unit at (409) 295-6371 (after regular business hours) is also required. The Inmate's name, TDCJ-ID number, Facility name, admitting diagnosis, sending and accepting physician, destination, means of transportation, and time of hospital admission must be included in the telex. All free-world hospital transfers must be included in the Facility Operator's Midnight Strength Report.

County shall be responsible for providing security for any Inmate admitted to a hospital for the initial forty-eight (48) hours and for such reasonable time thereafter as may be required for TDCJ to assume responsibility for the security of such Inmate (not to exceed an additional forty-eight (48) hours after the Inmate has been hospitalized for a period of forty-eight (48) hours). Any such Inmate will be included in County's Midnight Strength Report for any midnight during which the County is furnishing security for such Inmate.

Section 1.4. Transportation. TDCJ shall arrange for necessary transportation of inmates, except as provided below. In the event that TDCJ agrees to reimburse County for transportation costs incurred by County for transporting inmates, such costs shall be reimbursed at a mutually acceptable rate per mile per trip. As used in this subsection, the word "trip" means (i) transport of an inmate to or from the sending county jail to or from the Williamson County Jail; or (ii) transporting an inmate from the Williamson County Jail to TDCJ. TDCJ will not provide reimbursement for any trip as defined herein unless advance approval has been obtained from TDCJ's Institutional Division's Transportation Coordinator, telephone (409) 295-5768, ext. 206.

County shall arrange for necessary transportation of inmates in order to access health care services or respond to a writ of attachment (benchwarrant). County shall notify TDCJ if an inmate is absent from the facility for 24 hours or longer.

Section 1.5. Records. County shall keep, maintain, and update those records required by law, the sending county and TDCJ on each inmate while incarcerated in the County's jail facility. Such records must include the date, time, and place each inmate is accepted by the County; each such inmates jail number; and the date and time of such inmates release from the County jail or transfer to TDCJ and the TDCJ unit to which the inmate is transferred. Such records shall be made available upon request to TDCJ and the sending county, if applicable.

Section 1.6. Available Space. It is agreed that Williamson County shall provide such space as may be available from time to time in its jail facility for the incarceration of inmates. It is further agreed that all arrangements for the incarceration of up to 280 such inmates will be made through TDCJ. It is understood and agreed that no guarantee is provided herein that Williamson County will be requested by TDCJ to incarcerate any inmates.

Section 1.7. Length of Stay. It is agreed that all inmates shall be transferred to TDCJ as determined by TDCJ but not later than within two years of the date of their transfer to the County jail.

II.

PAYMENT

Section 2.1. Payment for Services. It is agreed between the parties hereto that the rate of payment for maintenance of inmates by the County is \$41.00 per day for each such inmate. It is expressly understood and agreed that this per day rate to be paid by TDCJ shall be full compensation for housing, care, and all other usual services performed by County except those medical costs described in Section 1.3 of this Agreement. The payment or expenditure of any money under any provision of this contract by TDCJ or the State is contingent upon the availability of funds appropriated by the Texas Legislature to TDCJ in sufficient amounts needed to make such payments or to pay such amounts to cover the provisions hereof. Should the Legislature not appropriate sufficient funding, this shall not constitute a default of this agreement by TDCJ.

Section 2.2. Inmate Day. It is agreed that County will have maintained an inmate for each calendar day or part thereof during which time such inmate is counted on the midnight strength report. It is further agreed that the day of arrival shall be counted as the first day that the County shall receive compensation, but the day of departure shall not be so counted.

Section 2.3. Billing For Services. County shall submit bi-weekly billings to TDCJ. Such billings shall be accompanied by sufficient documentation to allow TDCJ to make payments to County. Billings for medical services described in Section 1.3 herein shall also be submitted to the TDCJ for payment. Agreed transportation reimbursement described in Section 1.4, if applicable, shall be submitted to TDCJ for payment. TDCJ shall verify all billings through the State Ready System before payment is rendered.

Section 2.4. Refund of Per Diem Rate. It is agreed that if County receives reimbursement under the State Criminal Alien Assistance Program (hereinafter the "SCAAP") or under any other program for any inmate covered under this Agreement, the County shall reimburse TDCJ in an amount equal to the payment received under SCAAP.

III

TERM OF AGREEMENT

Section 3.1. Term of Agreement. Unless sooner terminated as provided herein, this Agreement shall commence on the effective date hereof and end on August 31, 1999.

Section 3.2. Termination

(A) Termination for cause may include, but is not exclusively limited to, a material failure to keep, observe, perform, meet or comply with any covenant, agreement, term, or provision of this Agreement required to be kept, observed, met, performed, or complied with by the County hereunder, in any case where such failure continues for a period of thirty (30) days after County has received a written notice of deficiency from TDCJ.

(B) This Agreement may be terminated by either party upon ninety (90) days written notice to the other party.

Section 3.3. Manner of Giving Notice. Any notice required by this Agreement shall be provided by certified mail, return receipt requested and addressed as follows:

Wayne Scott
Executive Director
Texas Dept. of Criminal Justice
P.O. Box 99
Huntsville, TX 77342-0099

Honorable John C. Doerfler
County Judge
Williamson County
P.O. Box 251
Georgetown, Texas 78627

Ed Richards, Sheriff
Williamson County
508 S. Rock Street
Georgetown, Texas 78626-5604

IV

STANDARDS

Section 4.1. Service Standards. In performing the services required by this Agreement, the County shall observe and comply with all applicable federal and state laws, rules, and regulations affecting the services to be provided. County shall provide verification to TDCJ that the jail is in compliance with standards adopted by the Texas Commission on Jail Standards. Nothing in the Agreement is intended or shall be construed to require the County to accept or admit any inmate if in the opinion of the County Sheriff such acceptance or admittance would create overcrowding at the County Jail Facility.

V

MISCELLANEOUS

Section 5.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto. All prior representations, agreements, and understandings are superseded hereby.

Section 5.2. Amendments. This Agreement may be amended or supplemented only by a written document signed by the duly authorized representatives of the parties hereto.

Section 5.3 Indemnification. The County shall indemnify and save the Board of Criminal Justice, Texas Department of Criminal Justice, the State of Texas, and its officers, agents and employees (hereafter State) harmless from and against any and all claims arising from the conduct, management or performance of the Agreement, including, without limitation, any and all claims arising from any condition of the Agreement or arising from any breach or default on the part of the County in the performance of any covenant or agreement on its part to be performed, pursuant to the terms of this Agreement, or arising from any act of negligence of the County or arising from any accident, injury or damage whatsoever caused to any person, firm or corporation and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in or about any such claim, action or proceeding be brought against the State by reason of any such claim, the County, upon notice from the State, shall defend against such action or proceeding by counsel satisfactory to the State, unless such action or proceeding is defended against by counsel for any carrier of liability insurance. The aforementioned indemnification shall not be affected by a claim that negligence of Texas Department of Criminal Justice or its respective agents, contractors, employees or licensees contributed in part to the loss or damage indemnified against.

Section 5.4 Access to Facility. The County shall provide entry to the Facility at all times by employees/agents for inspections and other purposes. The Governor, members of the Legislature and all other members of the Executive and Judicial departments of the State, as well as any other persons designated by the Texas Department of Criminal Justice and the Texas Board of Criminal Justice shall be admitted to the facilities at any time.

EXECUTED in three originals and effective this the 8th day of
January, 1998

By: David McNutt
David McNutt
Director of Financial Services
Texas Dept. of Criminal Justice

By: John C. Doerflinger 1-6-98
John C. Doerflinger
County Judge
Williamson County

By: Ed Richards
Ed Richards
Sheriff
Williamson County

AGENDA ITEM # 21

January 6, 1998

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Consider approving agreement between Williamson County Gang Task Force and the Round Rock Police Department.

Moved: Judge Doerfler

Seconded: Commissioner Boatright

Motion: To approve agreement between Williamson County Gang Task Force and the Round Rock Police Department.

Vote: Motion carried 5 - 0

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