

Emergency Session

Commissioners' Court

Monday, March 26, 2001 3:00 P.M.

Members of the Court Present

| | |
|-----------------|---------------------------|
| Jack Leath | County Judge |
| Keith Clark | Commissioner Pct. #1 |
| Lynn Smith | Commissioner Pct. #2 |
| Doyle Dickerson | Commissioner Pct. #3 |
| Gene Nethery | Commissioner Pct. #4 |
| Louise Clark | Chief Deputy County Clerk |

Judge Leath called the meeting to order.

Agenda item #1-Consider Contract with Newton Prison System

Judge Leath said this meeting is to consider a contract with the Newton Prison System to house handicap prisoner from our jail. He said we have one prisoner that will probably qualify for that handicap category. The cost is \$35.00 a day to house the prisoner.

Commissioner Clark moved to approve this Intergovernmental Agreement Between Newton County and Sabine County Regarding Housing of Sabine County Prisoners in the Newton County Jail. Commissioner Smith seconded. All voted for. Motion carried. See attached copy.

Commissioner Nethery moved to adjourn. Commissioner Dickerson seconded. Meeting adjourned.

Jack Leath COUNTY JUDGE

Keith Clark COMMISSIONER PCT. #1

Lynn Smith COMMISSIONER PCT. #2

Doyle Dickerson COMMISSIONER PCT. #3

Gene Nethery COMMISSIONER PCT. #4

ATTEST:

Louise Clark CHIEF DEPUTY COUNTY CLERK

~~W.F.F.M.~~ 341

THE STATE OF TEXAS

COUNTY OF SABINE COUNTY

**INTERGOVERNMENTAL AGREEMENT BETWEEN NEWTON COUNTY
AND SABINE COUNTY REGARDING HOUSING OF
SABINE COUNTY PRISONERS IN THE NEWTON COUNTY JAIL**

On the hereafter referred to date the COUNTY of *NEWTON*, TEXAS hereafter referred to as "*NEWTON*" and the COUNTY OF SABINE, TEXAS, hereafter referred to as "*SABINE*", entered into the following agreement concerning the incarceration of overflow prisoners of SABINE COUNTY Texas, and said agreement is set out in full hereafter.

1. *NEWTON* hereby agrees to house overflow prisoners incarcerated by SABINE COUNTY if space is available. The availability of the space shall be determined by the *NEWTON*, County Sheriff in accordance with current jail regulations as set out by the Texas Commission on Jail Standards concerning the separation and categories of prisoners.
NEWTON shall assess a fee for housing said prisoners at the rate of \$35.00 per day per prisoner, and *NEWTON* shall bill SABINE COUNTY on a monthly basis for said cost in an itemized statement showing the number of days per each individual prisoner housed by *NEWTON*. The day the inmate is booked in will not be charged. The day the inmate is booked out will be charged.
2. SABINE COUNTY shall pay for any and all hospital, health care services and prescription drugs provided to any prisoners housed by *NEWTON* for SABINE COUNTY. Nonprescription medication will be administered without charge by *NEWTON*.
3. SABINE COUNTY hereby agrees to comply with all booking procedures of *NEWTON*. *NEWTON* hereby agrees to furnish SABINE COUNTY a copy of those.
4. *NEWTON* and SABINE COUNTY hereby agrees that *NEWTON* will not house any injured prisoners unless SABINE COUNTY has furnished an acceptable medical release signed by medical personnel, certifying that the prisoner may be incarcerated.
5. *NEWTON* further agrees that should a prisoner be injured while being housed by *NEWTON*, that *NEWTON* will within ten (10) hours notify SABINE COUNTY of said injury and provide SABINE COUNTY with copies of all incident reports relating to said injury.
6. The *NEWTON* County Sheriff reserves the right to refuse or remove any inmate from the *NEWTON* County Jail if it is in the best interest of *NEWTON* County. SABINE COUNTY shall promptly arrange to take custody of its prisoners if so requested by the *NEWTON* County Sheriff.
7. *SABINE COUNTY* agrees to assume responsibility for all transportation of SABINE COUNTY prisoners housed in *NEWTON* County.

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8. SABINE COUNTY shall be fully responsibility and liable for all suits, claims, damages, losses, or expenses, including reasonable attorney's services and duties herein stated, but only in regard to transfer of prisoners by SABINE COUNTY and duties herein assigned to SABINE COUNTY, and specifically excluding the actual incarceration of prisoners by NEWTON. SABINE COUNTY retains full liability for each inmate until that inmate has been processed and booked into the NEWTON County Jail.
9. NEWTON shall be fully responsible and liable for all suits, claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of NEWTON performance or nonperformance of the services and duties herein stated, but only in regard to the actual holding and incarceration of prisoners by NEWTON County Jail and specifically excluding the transfer of prisoners to and from NEWTON unless transported by NEWTON.
10. This Agreement shall be for one (1) year from date of acceptance by NEWTON and shall be subject to renewals thereafter whichever is deemed necessary. If either party deems renegotiations of the contract addressed to County Judge of that party as least sixty (60) days in advance of the termination of this Agreement.
11. All agreements between the parties are set out in this Agreement and no oral agreement not contained herein shall be enforceable against either party.

ACCEPTED, APPROVED AND WITNESSED our hands on this the _____ day of _____, 2001.

COUNTY OF NEWTON

COUNTY OF SABINE COUNTY

BY: _____
Truman Dougharty, Newton County Judge

BY: Jack Leath
Jack Leath, Sabine County Judge

APPROVED:

Wayne Powell, Sheriff, Newton County

Tom Maddox
Tom Maddox, Sheriff, Sabine County

COUNTY CLERK

Louise Clark - Chief Deputy County Clerk
COUNTY CLERK

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State of Texas
County of Sabine

HEREBY CERTIFY THAT THESE DOCUMENTS WERE FILED AND
RECORDED IN THE COMMISSIONER COURT MINUTES OF SABINE
COUNTY, TEXAS.



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JANICE MEDANTEL COUNTY CLERK

BY Harun Ammons
Deputy

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