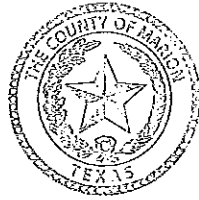


119 West Lafayette Street, Suite 1  
Jefferson, Texas 75657



FILED FOR RECORD (903) 665-3261  
20 SEP 10 PM 2:03 Fax (903) 665-8732

Hon. Leward J. LaFleur

Commissioner J. R. Ashley  
Commissioner Glenn Dorrough

Marion County Judge

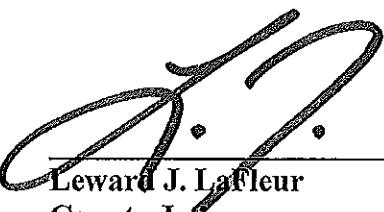
VICKIE SMITH  
CLERK, MARION CO

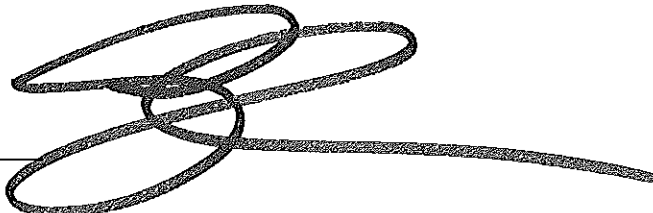
Commissioner Joe McKnight  
Commissioner C. W. Treadwell

Notice is hereby given that the next meeting of the Marion County Commissioners Court will be held on the 14<sup>th</sup> September, 2020 at 9:00 a.m. in the County Courthouse Annex, District Courtroom, 114 W. Austin 2<sup>nd</sup> Floor, Jefferson, TX and that the following subjects will be discussed:

---

1. Consent agenda:
  - a. Consider approval of minutes - August 31, 2020, September 9, 2020
  - b. Court to examine all accounts and reports relating to finances of County
  - c. Court to audit and settle all accounts against County and direct their payment
2. Consider for approval payroll from August 1-15, 2020 and August 16-31, 2020.
3. Consider for approval request from Department of the Army, Corps of Engineers for a twenty-five (25) year easement, number DACW63-3-20-0585, for six (6) boat ramps, with associated access roads and parking lots at Lake O' the Pines. Administrative fee is \$400.00, authorizing County Judge to sign.
4. Consider for approval Budget Amendment by transferring an amount budgeted for one item to another. Budgeted item local government code 111.010 (d), authorizing the County Judge to sign.
5. Consider for approval Kellyville Community Center being rented to the general public.
6. Consider for approval contract with the Upshur County Sheriff's Department to house inmates allowing Sheriff David Capps to sign contract.
7. Consider and take action on 5 Star Food Service Program for County Jail.
8. Discuss options and take necessary action for Jail Elevator.
9. Discuss items for Courthouse Restoration Project.
10. Discuss items for jail project.

  
Leward J. LaFleur  
County Judge  
Marion County, Texas



# MINUTES OF MARION COUNTY COMMISSIONERS' COURT

AUGUST 31, 2020

The Commissioners' Court of Marion County met in Special Session at 9:00 a.m. on August 31, 2020. All members present with County Judge Leward LaFleur presiding.

J.R. (JOHN ROSS) ASHLEY, COMMISSIONER, PRECINCT # 1  
JOE MCKNIGHT, COMMISSIONER, PRECINCT #2  
IRA GLENN DOROUGH, COMMISSIONER, PRECINCT # 3  
C.W. (CHARLIE) TREADWELL, COMMISSIONER, PRECINCT#4

## ITEM NO. 1

### CONSENT AGENDA:

- a. ORDER APPROVING MINUTES OF MEETING ON AUGUST 10, 2020; AUGUST 12, 2020
- b. ORDER TO EXAMINE ALL ACCOUNTS AND REPORTS RELATING TO FINANCES OF THE COUNTY
- c. ORDER TO AUDIT AND SETTLE ALL ACCOUNTS AGAINST COUNTY AND DIRECT THEIR PAY
- d. CONSIDER APPROVAL OF BOND: AMY MONTANA HITCHCOCK, DEPUTY DISTRICT CLERK
- e. ENTER INTO MINUTES CEU HOURS FOR THE FOLLOWING: JOE MCKNIGHT, COUNTY COMMISSIONER PCT. 2; GLENN DOROUGH, COUNTY COMMISSIONER PCT. 3; CHARLIE TREADWELL, COUNTY COMMISSIONER PCT. 4
- f. COUNTY AUDITOR TO MAKE FINANCIAL REPORT

Motion by Treadwell, seconded by Ashley to approve consent agenda. All members present voted Aye. Motion carried 4-0.

See Exhibit "A" attached

**ITEM NO. 2**

**ORDER TO APPROVE FILLING VACANCY FOR THE CYPRESS VALLEY  
NAVIGATION DISTRICT BOARD WITH RALPH MEISENHEIMER**

Motion by Treadwell, seconded by J. McKnight. All members present voted Aye. Motion carried 4-0.

**ITEM NO. 3**

**ORDER TO APPROVE TEXAS PARKS AND WILDLIFE DEPARTMENT COUNTY  
BOAT AGENT AGREEMENT FOR SEPTEMBER 1, 2020 THROUGH AUGUST 31,  
2025 AND AUTHORIZE THE COUNTY AGENT, KAREN JONES, TAX ASSESSOR-  
COLLECTOR TO SIGN**

Motion by Treadwell, seconded by Ashley. All members present voted Aye. Motion carried 4-0.

See Exhibit "B" attached

**ITEM NO. 4**

**ORDER TO APPROVE TAX COLLECTION SOFTWARE FOR TAX ASSESSOR-  
COLLECTOR'S OFFICE**

Motion by Treadwell, seconded by Ashley. All members present voted Aye. Motion carried 4-0.

See Exhibit "C" attached

**ITEM NO. 5**

**ORDER TO APPROVE T02392 - PARCEL 8691 LAKE DEERWOOD ESTATE UNIT 2  
BLK 2 LOT 335 - RECEIVED FULL BID FROM STEPHANIE MURRAY IN THE  
AMOUNT OF \$1,250. THIS PROPERTY WAS STRUCK OFF IN JUNE 2014.  
BECAUSE THE BID IS FOR THE FULL AMOUNT THE COURT WILL NEED TO  
APPROVE THE COUNTY JUDGE TO SIGN THE DEED AND WE GIVE PERMISSION  
FOR COUNTY JUDGE TO SIGN DEED**

Motion by Treadwell, seconded by J. McKnight. All members present voted Aye. Motion carried 4-0.

See Exhibit "D" attached

**ORDER TO APPROVE T02709 – PARCEL 18797 HUGHES ADDITION BLK 21 LOTS 1  
– 4 – RECEIVED FULL BID FROM KEVIN TOMLINSON IN THE AMOUNT OF  
\$6,480.24. THIS PROPERTY WAS STRUCK OFF IN NOVEMBER, 2019. BECAUSE  
THIS BID IS FOR THE FULL AMOUNT THE COURT WILL NEED TO APPROVE  
THE COUNTY JUDGE TO SIGN THE DEED. MOTION TO APPROVE THE COUNTY  
JUDGE TO SIGN DEED**

Motion by Treadwell, seconded by J. McKnight. All members present voted Aye. Motion carried 4-0

See Exhibit “D” attached.

**ITEM NO. 6**

**ORDER TO APPROVE SURVEY, FIELD WORK AND PLATT OF CYPRESS RIVER  
AIRPORT BY DAVID MORSE AND AUTHORIZE THE COUNTY JUDGE TO SIGN IN  
THE AMOUNT OF \$2,500.00**

Motion by Ashley, seconded by J. McKnight. All members present voted Aye. Motion carried 4-0.

Clerk’s notation: Item No. 6 was only to approve the quote for the work to be done.

See Exhibit “E” attached

**ITEM NO. 7**

**ORDER TO APPROVE SAVNS MAINTENANCE GRANT CONTRACT WITH THE  
OFFICE OF THE ATTORNEY GENERAL CONTRACT #2111474 FOR SEPTEMBER 1,  
2020 – AUGUST 31, 2021 FOR 7,965.18 AND AUTHORIZE THE COUNTY JUDGE TO  
SIGN**

Motion by Treadwell, seconded by Ashley. All members present voted Aye. Motion carried 4-0.

See Exhibit “F” attached

**ITEM NO. 8**

**ORDER TO APPROVE FIRST CONTRACT RENEWAL FOR SAVNS WITH APRISS  
INC. SEPTEMBER 1, 2020 – AUGUST 31, 2021 CONTRACT NO. 20202144900-440-01  
AND AUTHORIZE OUR COUNTY JUDGE TO SIGN**

Motion by Ashley, seconded by J. McKnight. All members present voted Aye. Motion carried 4-0.

See Exhibit “G” attached

**ITEM NO. 9**

**ORDER TO APPROVE RENEWAL OF AUTO LIABILITY, AUTO PHYSICAL  
DAMAGE AND GENERAL LIABILITY FOR DECEMBER 1, 2020 – DECEMBER 1,  
2021 THROUGH TEXAS ASSOCIATION OF COUNTIES RISK MANAGEMENT  
POOL AND AUTHORIZE THE COUNTY JUDGE TO SIGN**

Motion by Treadwell, seconded by J. McKnight. All members present voted Aye. Motion carried 4-0.

See Exhibit "H" attached

**ITEM NO. 10**

**DISCUSS OPTIONS AND TAKE NECESSARY ACTION FOR JAIL ELEVATOR**

No Action

**ITEM NO. 11**

**DISCUSS ITEMS FOR COURTHOUSE RESTORATION PROJECT**

No action

**ITEM NO. 12**

**DISCUSS ITEMS FOR JAIL PROJECT**

No action

**ADJOURN**

**ORDER TO ADJOURN**

Motion by Ashley, seconded by J. McKnight All members present voted Aye. Motion carried 4-0. Meeting adjourned at 9:27 a.m.

\*\*\*\*\*

There being no further business brought to the attention of the Commissioners' Court, it is ordered that the Commissioners' Court of Marion County, Texas, adjourn and stand adjourned until the next Regular Session, unless and until called together in Special Session before that time

I attest to the accuracy of  
the foregoing minutes.

\_\_\_\_\_  
COUNTY CLERK

\_\_\_\_\_  
COUNTY JUDGE

NOTE: ALL REPORTS, LETTERS OR OTHER ATTACHMENTS MENTIONED IN THE ABOVE MINUTES ARE ON FILE IN THE OFFICE OF THE COUNTY CLERK

# MINUTES OF MARION COUNTY COMMISSIONERS' COURT

SEPTEMBER 9, 2020

The Commissioners' Court of Marion County met in Special Session at 9:00 a.m. on September 9, 2020. Members present with County Judge Leward LaFleur presiding were J.R. Ashley, Commissioner, Precinct #1; Ira Glenn Dorough, Commissioner, Precinct #3 and C.W. (Charlie) Treadwell, Commissioner, Precinct #4. Absent was Joe McKnight, Commissioner, Precinct #2

J.R. (JOHN ROSS) ASHLEY, COMMISSIONER, PRECINCT # 1  
JOE MCKNIGHT, COMMISSIONER, PRECINCT #2--ABSENT  
IRA GLENN DOROUGH, COMMISSIONER, PRECINCT # 3  
C.W. (CHARLIE) TREADWELL, COMMISSIONER, PRECINCT#4

## ITEM NO. 1

9:00 A.M. - PUBLIC HEARING TO CONSIDER CONTINUING TO FUND THE PRESERVATION AND RESTORATION OF RECORDS ARCHIVE PLANS FOR 2021 FOR THE COUNTY CLERK AND DISTRICT CLERK.

No one signed up to speak.

## ITEM NO. 2

9:15 AM - PUBLIC HEARING FOR THE PROPOSED 2021 MARION COUNTY BUDGET

No one signed up to speak.

## ITEM NO. 3

PER LGC 152.013 – ORDER TO APPROVE SALARIES, EXPENSES AND ALLOWANCES OF ELECTED COUNTY AND PRECINCT OFFICIALS AS PRESENTED IN PROPOSED 2021 BUDGET.

Motion by Treadwell, seconded by Ashley. All members present voted Aye. Motion carried 3-0.

See Exhibit "A" attached

**REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL  
THIS YEAR**

Motion by Treadwell, second by Dorough. All members present voted Aye. Motion carried 3-0.

**ITEM NO. 8**

**ORDER TO APPROVE COURT TO ADOPT DISTRICT CLERK'S RECORDS  
ARCHIVAL PLAN FOR FISCAL YEAR 2021**

Motion by Treadwell, seconded by Ashley. All members present voted Aye. Motion carried 3-0.

See Exhibit "E" attached

**ITEM NO. 9**

**ORDER TO APPROVE THE COURT TO ADOPT COUNTY CLERK'S RECORDS  
ARCHIVAL PLAN FOR FISCAL YEAR 2021, TO BE SIGNED BY THE COUNTY  
JUDGE AND COMMISSIONER'S**

Motion by Ashley, seconded by Treadwell. All members present voted Aye. Motion carried 3-0.

See Exhibit "F" attached

**ITEM NO. 10**

**ORDER TO APPROVE ANNUAL COMPENSATION ORDER FOR THE 276<sup>TH</sup> COURT  
REPORTER**

Motion by Treadwell, seconded by Ashley. All members present voted Aye. Motion carried 3-0.

See Exhibit "G" attached

**ITEM NO. 11**

**ORDER TO RECORD ANNUAL COMPENSATION ORDER FOR THE 115<sup>TH</sup> COURT  
REPORTER**

Motion by Ashley, seconded Dorough. All members present voted Aye. Motion carried 3-0.

See Exhibit "H" attached



\*\*\*\*\*

**There being no further business brought to the attention of the Commissioners' Court, it is ordered that the Commissioners' Court of Marion County, Texas, adjourn and stand adjourned until the next Regular Session, unless and until called together in Special Session before that time**

I attest to the accuracy of  
the foregoing minutes.

\_\_\_\_\_  
COUNTY CLERK

\_\_\_\_\_  
COUNTY JUDGE

**NOTE: ALL REPORTS, LETTERS OR OTHER ATTACHMENTS MENTIONED IN THE ABOVE MINUTES ARE ON FILE IN THE OFFICE OF THE COUNTY CLERK**

**BUDGET AMENDMENT**

**BUDGET AMENDMENT BY TRANSFERRING AN AMOUNT  
BUDGETED FOR ONE ITEM TO ANOTHER BUDGETED ITEM  
LOCAL GOVERNMENT CODE 111.010 (d)**

**REQUESTED EXPENDITURE TRANSFER**

<b>Fund- Department – Account</b>	<b>Description</b>	<b>Budget</b>	<b>Requested Change</b>	<b>New Balance</b>
15.624.4301	Pct 4 Supplies	\$115,000.00	(\$8,000.00)	\$107,000.00
15.624.4581	Pct 4 Capital Outlay	\$0.00	\$8,000.00	\$8,000.00

**STATEMENT OF NEED:**

**Transfer for new building at precinct 4 barn site plus utility hook up, etc.**

**Approved by Commissioners Court:**

\_\_\_\_\_  
**Leward J. LaFleur**  
**Marion County Judge**

**Date:** \_\_\_\_\_



DEPARTMENT OF THE ARMY  
U.S. ARMY CORPS OF ENGINEERS, FORT WORTH DISTRICT  
P.O. BOX 17300  
FORT WORTH, TX 76102-0300

August 27, 2020

Real Estate Division

SUBJECT: Lake O'The Pines, Texas; License and Consent No. DACW63-3-20-0585

The Honorable Leward J. LaFleur  
Justice of the Marion County  
119 West Lafayette Street, Suite 1  
Jefferson, Texas 75657

Dear Judge LaFleur:

Enclosed are two copies of the subject license and consent for to operate, maintain and repair six (6) boat launching ramps, with associated access roads and parking lots at Lake O'The Pines, Texas. The total administrative fee to renew this license consists of an administrative fee of \$400.00, payable immediately upon receipt.

Please sign, date, and return both copies of the license and consent, along with your payment, to the above address, Attention: CESWF-RE-M (Ms. Jennifer Brady). Make the check or money order payable to F&A Officer, USAED, Fort Worth. Once signed, a fully executed copy of the license and consent shall be returned to you for your records.

If you have any questions, please contact Ms. Jennifer Brady, 817-886-1931 or [jennifer.brady@usace.army.mil](mailto:jennifer.brady@usace.army.mil).

Sincerely,

A handwritten signature in black ink, appearing to read "Dylan Mayfield".

Dylan Mayfield  
Chief, Compliance and Disposal Section  
Real Estate Division

Enclosure

**LICENSE AND CONSENT NO. DACW63-3-20-0585**  
**Replaces License and Consent No. DACW63-3-13-0786**  
**Easement No. DACW63-2-92-0613**

**DEPARTMENT OF THE ARMY**

**LICENSE AND CONSENT TO EASEMENT STRUCTURES**

**LAKE O'THE PINES**

**MARION COUNTY, TEXAS**

**THE SECRETARY OF THE ARMY**, hereinafter referred to as the Secretary, under authority of Title 10 United States Code, Section 2668, hereby grants to **Marion County**, a political subdivision in the State of Texas, hereinafter referred to as the Grantee, a license **to operate, maintain and repair six (6) boat launching ramps, with associated access roads and parking lots** hereinafter referred to as the Facilities, on Tracts B-200-1, B-201, C-305, C-340-3, E-504-1, G-700 and G-709, over, across, in and upon lands of the United States, as identified in **EXHIBIT A**, attached hereto and made a part hereof, hereinafter referred to as the Premises.

**THIS LICENSE** is granted subject to the following conditions:

**1. TERM**

This license is granted for a term of five (5) years, beginning **1 August 2020** and ending **31 July 2025**, but revocable at will by the Secretary.

**2. CONSIDERATION**

The consideration for this license shall be the construction, operation and maintenance of the Premises for the benefit of the general public in accordance with the terms and conditions hereinafter set forth.

**3. NOTICES**

All correspondence and notices to be given pursuant to this license shall be addressed, if to the Grantee, to Justice of Marion County, 119 West Lafayette Street Suite 1, Jefferson, Texas 75657; and if to the United States, to the Real Estate Contracting Officer, Attention: Real Estate Division CESWF-RE-M, Post Office Box 17300, Fort Worth, Texas 76102-0300; or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

#### **4. AUTHORIZED REPRESENTATIVES**

Except as otherwise specifically provided, any reference herein to "Secretary", Real Estate Contracting Officer, or "said officer" shall include their duly authorized representatives. Any reference to "Grantee" shall include any duly authorized representatives.

#### **5. SUPERVISION BY THE REAL ESTATE CONTRACTING OFFICER**

The use and occupation of the Premises shall be subject to the general supervision and approval of the Real Estate Contracting Officer, Fort Worth District hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

#### **6. APPLICABLE LAWS AND REGULATIONS**

The Grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the Premises are located.

#### **7. CONDITIONAL USE BY GRANTEE**

The exercise of the privileges herein granted shall be:

- a. without cost or expense to the United States;
- b. subject to the right of the United States to improve, use or maintain the Premises;
- c. subject to other outgrants of the United States on the Premises;
- d. personal to the Grantee, and this license, or any interest therein, may not be transferred or assigned.

#### **8. CONDITION OF PREMISES**

The Grantee acknowledges that it has inspected the Premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

#### **9. COST OF UTILITIES**

The Grantee shall pay the cost, as determined by the officer having immediate supervision over the Premises, of producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for the

use of the Grantee, including the Grantee's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced or supplied. The Government shall be under no obligation to furnish utilities or services. Payment shall be made in the manner prescribed by the officer having such jurisdiction.

#### **10. PROTECTION OF PROPERTY**

The Grantee shall keep the Premises in good order and in a clean, safe condition by and at the expense of the Grantee. The Grantee shall be responsible for any damage that may be caused to property of the United States by the activities of the Grantee under this license, and shall exercise due diligence in the protection of all property located on the Premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefore by the Grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

#### **11. INDEMNITY**

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the Grantee, or for damages to the property or injuries to the person of the Grantee's officers, agents, or employees or others who may be on the Premises at their invitation or the invitation of any one of them, and the Grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

#### **12. RESTORATION**

On or before the expiration of this license or its termination by the Grantee, the Grantee shall vacate the Premises, remove the property of the Grantee, and restore the Premises to a condition satisfactory to said officer. If, however, this license is revoked, the Grantee shall vacate the Premises, remove said property and restore the Premises to the aforesaid condition within such time as the Real Estate Contracting Officer may designate. In either event, if the Grantee shall fail or neglect to remove said property and restore the Premises, then, at the option of said officer, the property shall either become the property of the United States without compensation therefore, or said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Grantee shall also pay the United States on demand

any sum which may be expended by the United States after the expiration, revocation, or termination of this license in restoring the Premises.

### **13. NON-DISCRIMINATION**

The Grantee shall not discriminate against any person or persons or exclude them from participation in the Grantee's operations, programs or activities because of race, color, religion, sex, age, handicap or national origin in the conduct of operations on the Premises. The Grantee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

### **14. TERMINATION**

This license may be terminated by the Grantee at any time by giving the Real Estate Contracting Officer at least ten (10) days' notice in writing provided that no refund by the United States of any consideration previously paid shall be made and provided further, that in the event that said notice is not given at least ten (10) days prior to the rental due date, the Grantee shall be required to pay the consideration for the period shown in the Condition on **CONSIDERATION**.

### **15. ENVIRONMENTAL PROTECTION**

a. Within the limits of their respective legal powers, the parties to this license shall protect the Premises against pollution of its air, ground and water. The Grantee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the Premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this license. The Grantee shall not discharge waste or effluent from the Premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

c. The Grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the Premises.

**16. HISTORIC PRESERVATION**

The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the Premises, the Grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

**17. DISCLAIMER**

This license is effective only insofar as the rights of the United States in the Premises are concerned; and the Grantee shall obtain any permit or license which may be require by Federal, state, or local statute in connection with the use of the Premises. It is understood that the granting of this license does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC 403), Section 404 of the Clean Waters Act (33 USC 1344), and Section 408 (33 U.S.C. § 408).

**18. DETERMINATION REGARDING EXECUTIVE ORDER 13658**

a. It has been determined this contract is not subject to Executive Order 13658 or the regulations issued by the Secretary of Labor in 29 CFR Part 10 pursuant to the Executive Order.

b. If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suites, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

**19. DETERMINATION REGARDING EXECUTIVE ORDER 13706**

It has been determined this contract is not subject to Executive Order 13706 or the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order.



**20. ADDED CONDITIONS**

a. Grantee shall inspect all boat launch ramps, including access roads and parking lots at reasonable intervals and immediately repair any defect. When installation or repairs are completed, the Premises shall be immediately restored to the condition existing before such work began, by and at the expense of the Grantee.

b. Grantee shall provide a sign plan for each boat launch area and install and maintain signage, as outlined in **Exhibit B** within 90 days from date of execution of this license and consent.

**THIS LICENSE** is not subject to Title 10, United States Code, Section 2662, as amended.

**CONSENT TO EASEMENT STRUCTURES**

**WHEREAS**, the Government has acquired a perpetual flowage easement over Tract No. C-333-E, Lake O' the Pines, Texas, which is recorded in Deed Records, Volume 242, Pages 91 to 95, of Marion County, Texas.

**WHEREAS**, said easement grants to the United States the right of prior approval for any structure to be located within the easement area, which area is under the administrative control of the Fort Worth District, U.S. Army Corps of Engineers.

**WHEREAS**, the United States has been requested to give consent to construct, operate and maintain an access road on the above-identified tract.

**NOW THEREFORE**, the United States hereby gives consent to **Marion County**, a political subdivision in the State of Texas, to construct, operate and maintain an access road, at the location shown on **EXHIBIT A, Page 3**, attached hereto;

**PROVIDED, HOWEVER**, that this consent is subject to the following conditions:

1. All activities conducted on the Premises shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the Premises are located.

2. The giving of this consent does not in any way subordinate the United States prior easement rights. The United States shall in no case be liable for any damage or injury to the structures herein consented to, which may be caused by any action of the United States under its easement, or that may result from future operations undertaken by the United States, and no claim or right to compensation shall accrue from such exercise of the United States easement rights.

LICENSE AND CONSENT NO. DACW63-3-20-0585

3. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the consented activity. Any such damages shall be the sole responsibility of the Grantee.

4. This instrument is effective only insofar as the rights of the United States in the Premises are concerned; and the Grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that this consent does not eliminate the necessity for obtaining any department of the Army permit which may be required pursuant to the provisions of section 10 of the Rivers and Harbor Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. 403), Section 404 of the Clean Water Act (33 U.S.C. 1344), Section 408 (33 U.S.C. § 408), or any other permit, license which may be required by Federal, state, interstate or laws in connection with the use of the Premises.

5. The Grantee shall continue to maintain from the landowner an easement for the continued operation, maintenance and repair of an access road over and across said flowage easement Tract C-333-E.

6. The Grantee shall inspect the access road at reasonable intervals and immediately repair any defect. When installation or repairs are completed, the Premises shall be immediately restored to the condition existing before such work began, by and at the expense of the Grantee.

7. The Grantee shall install and maintain signage, as outlined in **Exhibit B**.

8. No fill material will be brought in from above elevation 254.5 feet National Geodetic Vertical Datum, unless an equivalent amount has been excavated. Our intent is to preserve and maintain flood storage capacity.

9. No area lying within the flowage easement shall be elevated above elevation 254.5 feet National Geodetic Vertical Datum.

10. All electrical installations shall be performed and maintained in accordance with the requirements of the National Electric Safety Code and the National Electric Code.

***THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK***

LICENSE AND CONSENT NO. DACW63-3-20-0585

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Rocky D. Lee  
District Chief, Real Estate Division  
Real Estate Contracting Officer

THIS LICENSE and CONSENT is also executed by the Grantee this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Marion County, Texas

# CERTIFICATE OF AUTHORITY

I, \_\_\_\_\_, certify that I am the  
\_\_\_\_\_ of **Marion County, Texas**, named as the Grantee herein;  
and that \_\_\_\_\_, who signed the foregoing instrument on behalf  
of the Grantee, was then \_\_\_\_\_ of **Marion County, Texas**. I further  
certify that the said officer was acting within the scope of powers delegated to this  
governing body of the Grantee in executing said instrument.

**Marion County, Texas**

\_\_\_\_\_  
Date

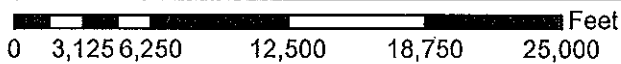
\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Title

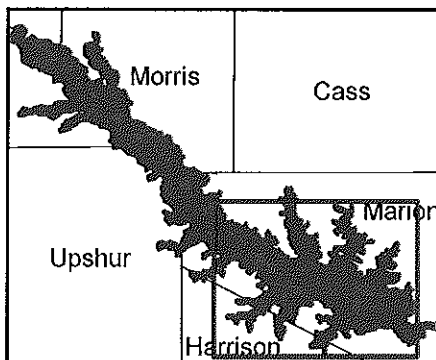
**AFFIX COMPANY SEAL**

**NOTE: This form certifies that the person signing the attached instrument has the authority to do so. The signature of the Secretary/Attesting Officer and the individual signing the attached instrument cannot be the same person.**

# Lake O' the Pines, Texas Marion County License and Consent for 6 Boat Ramps on Multiple Tracts



1:100,000



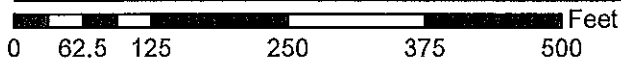
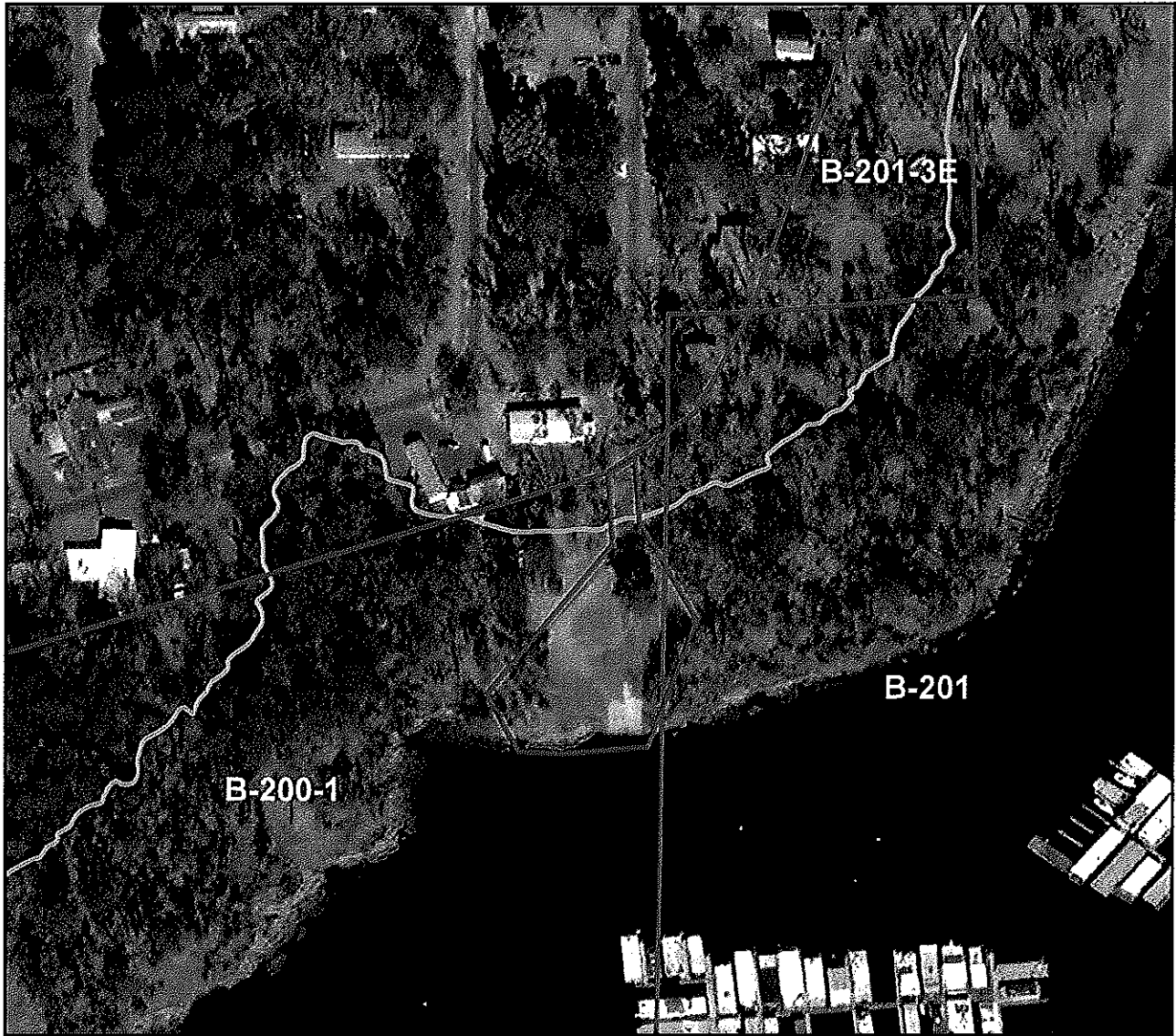
### Legend

- Guide Contour, 254.5' ngvd
- Approximate Location of Boat Ramps

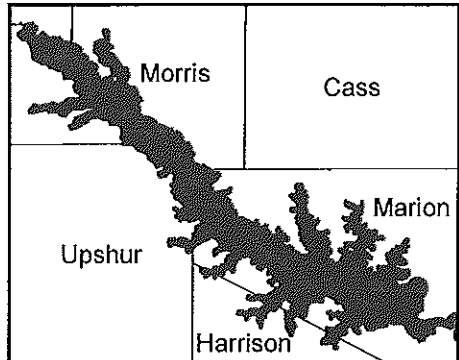
The U.S. Army Corps of Engineers has depicted this spatial data as a representation of the various geographic information gathered from multiple sources. This data should be viewed only as representation of the data and should not be used for any other purpose. No guarantee is made by the U.S. Army Corps of Engineers regarding the accuracy or completeness of the data or their suitability for a particular use.

Map created by: J. Brady - 8-APR-2020

# Lake O' the Pines, Texas Marion County Holiday Harbor, Boat Ramp Tracts B-200-1 & B-201



1:2,000



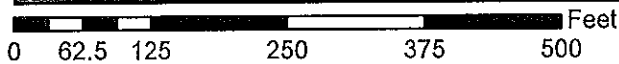
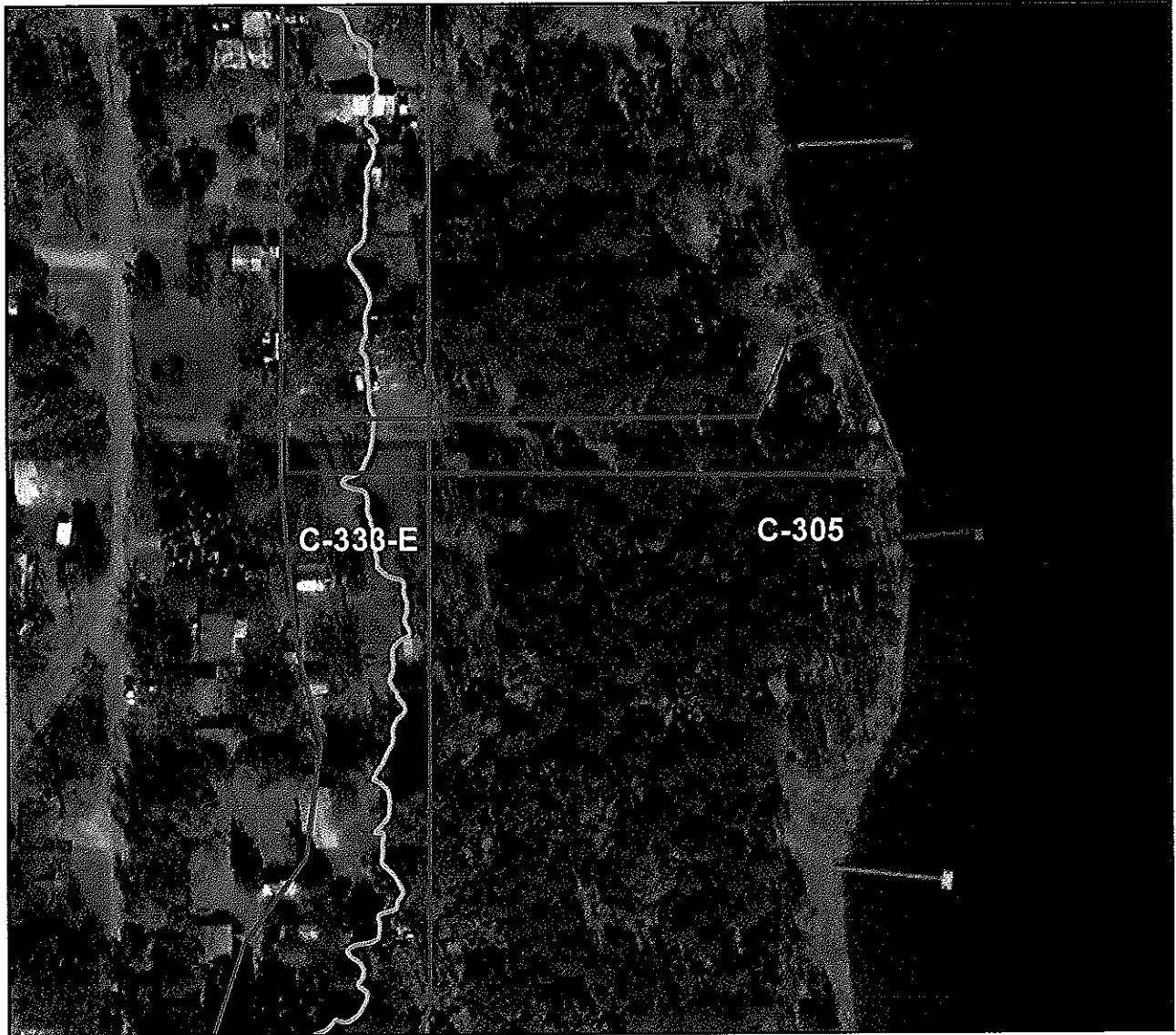
### Legend

- Holiday Harbor Boat Ramp
- Tract Boundaries
- Guide Contour, 254.5' ngvd
- Location

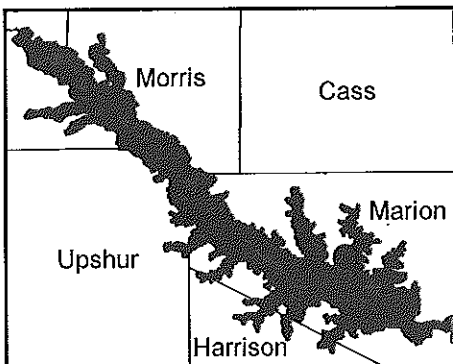
The U.S. Army Corps of Engineers has depicted this spatial data as a representation of the various geographic information gathered from multiple sources. This data should be viewed only as representation of the data and should not be used for any other purpose. No guarantee is made by the U.S. Army Corps of Engineers regarding the accuracy or completeness of the data or their suitability for a particular use.

Map created by: J. Brady - 7-APR-2020

# Lake O' the Pines, Texas Marion County Lakeshore Estates - East, Boat Ramp Tracts C-305 & C-333-E



1:2,000



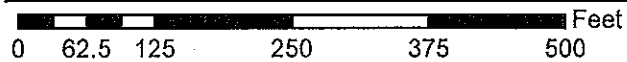
### Legend

- Lakeshore Estates - East, Boat Ramp
- Tract Boundaries
- Guide Contour, 254.5' ngvd
- Location

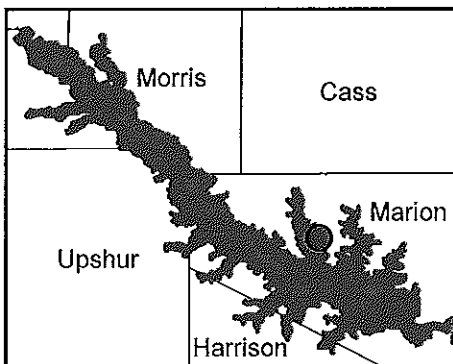
The U.S. Army Corps of Engineers has depicted this spatial data as a representation of the various geographic information gathered from multiple sources. This data should be viewed only as representation of the data and should not be used for any other purpose. No guarantee is made by the U.S. Army Corps of Engineers regarding the accuracy or completeness of the data or their suitability for a particular use.

Map created by: J. Brady - 6-APR-2020




Lake O' the Pines, Texas  
 Marion County  
 Lakeshore Estates - West, Boat Ramp  
 Tract C-340-3



1:2,000



**Legend**

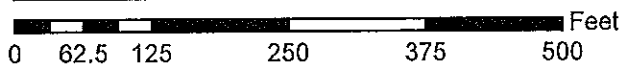
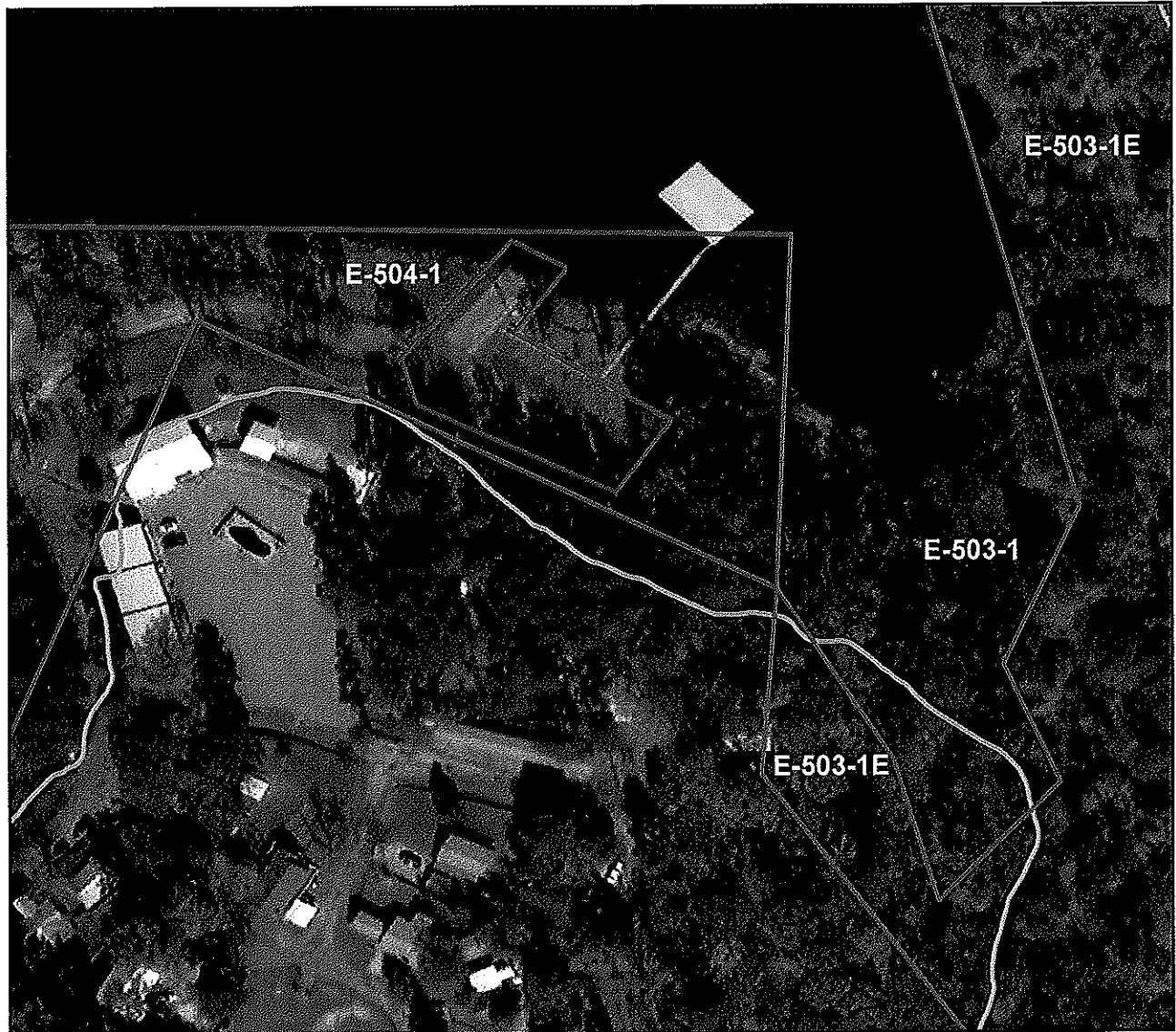
-  Tract Boundaries
-  Guide Contour, 254.5' ngvd
-  Approximate Location

The U.S. Army Corps of Engineers has depicted this spatial data as a representation of the various geographic information gathered from multiple sources. This data should be viewed only as representation of the data and should not be used for any other purpose. No guarantee is made by the U.S. Army Corps of Engineers regarding the accuracy or completeness of the data or their suitability for a particular use.

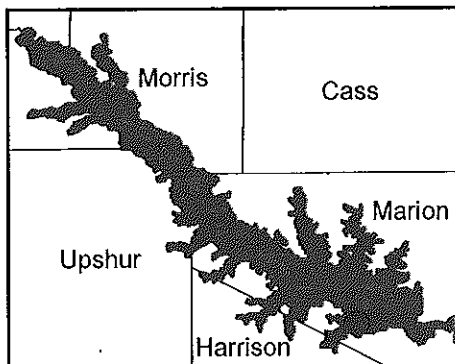
Map created by: J. Brady - 6-APR-2020







# Lake O' the Pines, Texas Marion County Tejas Boat Ramp Tract E-504-1



1:2,000



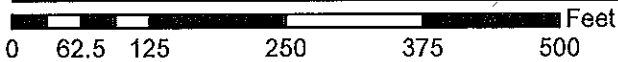
### Legend

-  Tract Boundaries
-  Tejas Boat Ramp
-  Guide Contour, 254.5' ngvd
-  Location

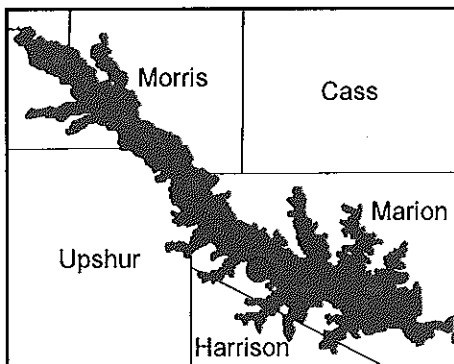
The U.S. Army Corps of Engineers has depicted this spatial data as a representation of the various geographic information gathered from multiple sources. This data should be viewed only as representation of the data and should not be used for any other purpose. No guarantee is made by the U.S. Army Corps of Engineers regarding the accuracy or completeness of the data or their suitability for a particular use.

Map created by: J. Brady - 7 APR 2020




Lake O' the Pines, Texas  
 Marion County  
 Oak Ridge Estates, Boat Ramp  
 Tract G-700



1:2,000



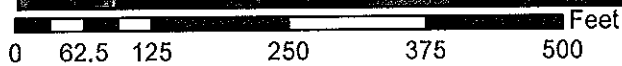
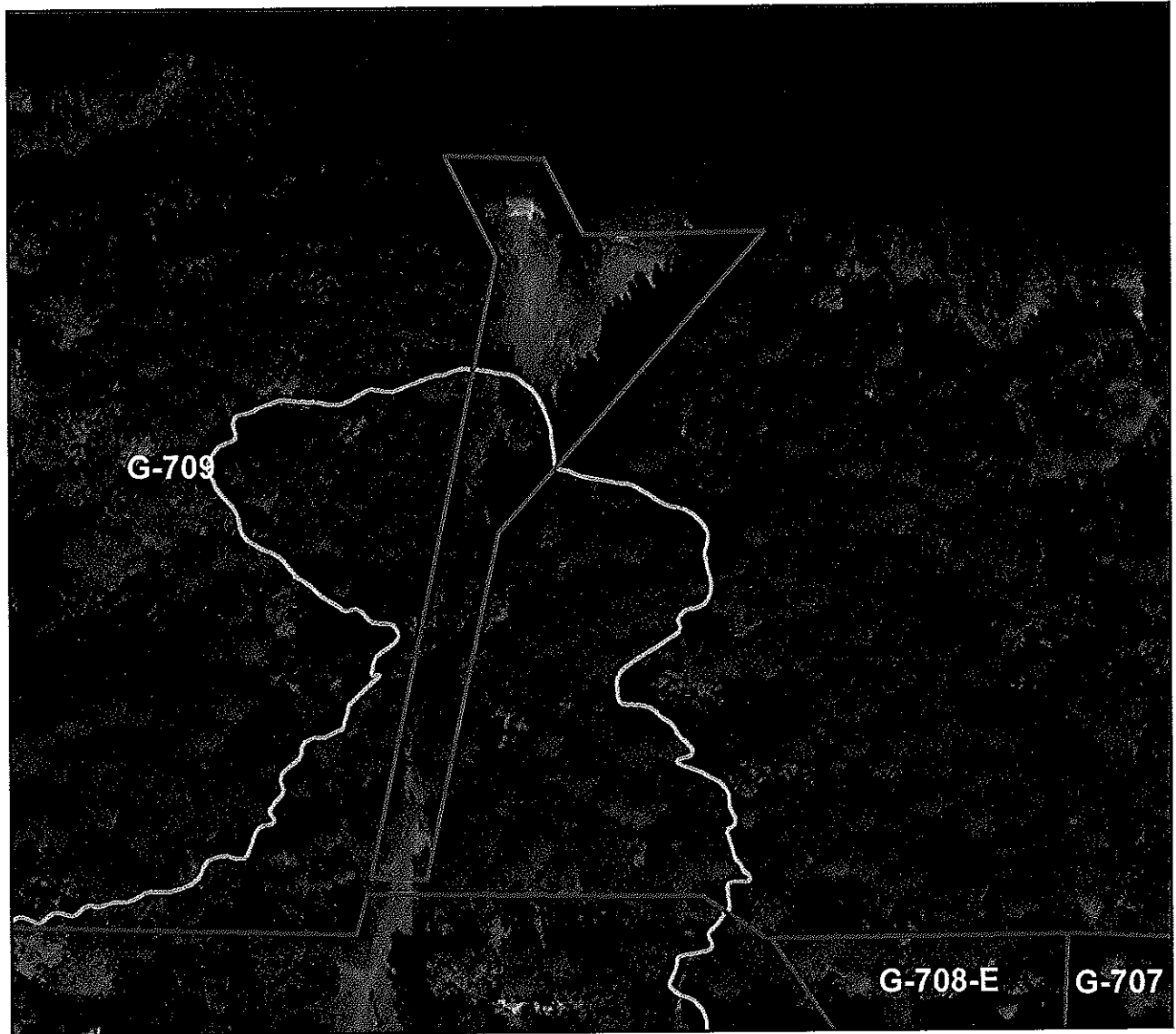
**Legend**

-  Tract Boundaries
-  Guide Contour, 254.5' ngvd
-  Approximate Location

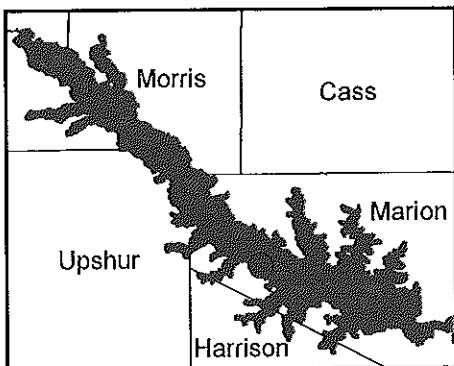
The U.S. Army Corps of Engineers has depicted this spatial data as a representation of the various geographic information gathered from multiple sources. This data should be viewed only as representation of the data and should not be used for any other purpose. No guarantee is made by the U.S. Army Corps of Engineers regarding the accuracy or completeness of the data or their suitability for a particular use.

Map created by: J. Brady - 7-APR-2020





# Lake O' the Pines, Texas Marion County Pops Landing Boat Ramp Tract G-709



1:2,000

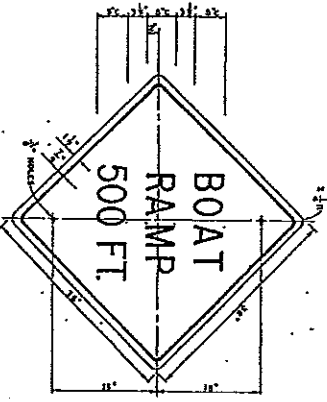
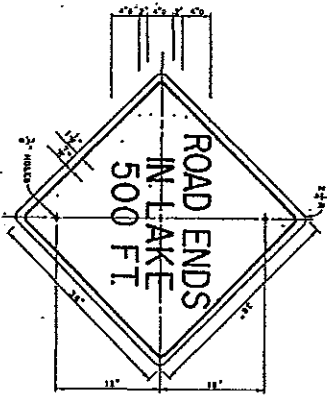


### Legend

-  Pops Landing Boat Ramp
-  Tract Boundaries
-  Guide Contour, 254.5' ngvd
-  Location

The U.S. Army Corps of Engineers has depicted this spatial data as a representation of the various geographic information gathered from multiple sources. This data should be viewed only as representation of the data and should not be used for any other purpose. No guarantee is made by the U.S. Army Corps of Engineers regarding the accuracy or completeness of the data or their suitability for a particular use.

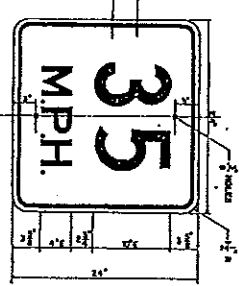
Map created by: J. Brady - 7 APR 2020



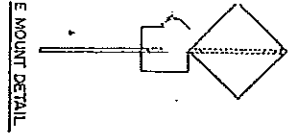
GENERAL NOTES FOR WARNING SIGNS AND ADVISORY SPEED PLATES

THE ALPHABETS AND LAYOUT, SPACING BETWEEN LETTERS AND NUMERALS SHALL BE AS SHOWN IN THE DRAWING. THE SIGN SHALL BE MOUNTED ON A RIGID SUPPORT AND THE SURFACE SHALL BE FLAT. THE SIGN SHALL BE MOUNTED ON A RIGID SUPPORT AND THE SURFACE SHALL BE FLAT. THE SIGN SHALL BE MOUNTED ON A RIGID SUPPORT AND THE SURFACE SHALL BE FLAT.

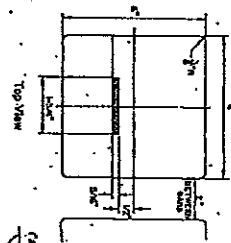
**WARNING SIGN DETAILS**



**ADVISORY SPEED PLATE DETAIL**



E MOUNT DETAIL



GENERAL NOTES

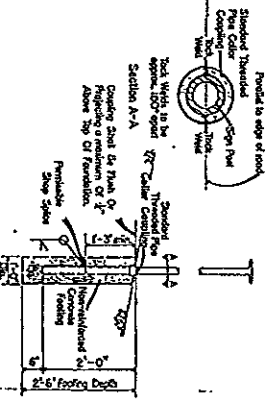
THE MATERIALS AND LAYOUT, SPACING BETWEEN LETTERS AND NUMERALS SHALL BE AS SHOWN IN THE DRAWING. THE SIGN SHALL BE MOUNTED ON A RIGID SUPPORT AND THE SURFACE SHALL BE FLAT. THE SIGN SHALL BE MOUNTED ON A RIGID SUPPORT AND THE SURFACE SHALL BE FLAT.

**SINGLE BAR TILES (REFLECTORIZED) Type I.**

GENERAL NOTES

CONSTRUCTION OF STRUCTURAL MATERIAL FOR SIGN POSTS. THE MATERIAL AND FABRICATION SHALL CONFORM TO THE REQUIREMENTS OF THE 1983 SHIRT SPECIFICATIONS. (ITEM 434)

**BREAKAWAY PIPE COLLAR COUPLING**



THIS DRAWING IS REDUCED TO APPROX. 50% OF ORIGINAL SIZE

NO.	DESCRIPTION	QUANTITY	UNIT	REMARKS
1	DETAILS OF WARNING SIGNS, SUBSTITUTIONS AND JIGGLE BARS			
2	BOAT RAMP SAFETY SIGN			

The signs below are to be posted at boat ramps at projects where power lines cross the water at a height low enough to come into contact with sailboat masts, and along park roads where boaters confront this condition when trailering a sailboat to a launching area.

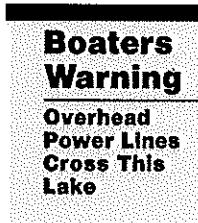
Since the water level can vary significantly throughout a season, the power line will not be a constant distance from

the water level. Therefore, safe clearance limits are not included in the sign legend.

Signs mounted to identify power lines that cross roads should be placed at the ramp site or at the entrance to a facility or area as appropriate. This may include placement at both the boat ramp and area entrances as well as at the specific hazard site.

If vandalism is a problem, signs may be fabricated with black screen-printed legend on retroreflective sheeting and applied to HDO plywood or aluminum. There are two sizes available. The smaller size sign is used on single lane ramps; the larger sign on multilane ramps. Both signs use the Grid 2 format.

For placement at boat ramp where water levels could create a hazard for a boater with a mast or tall antenna.



BTR-04

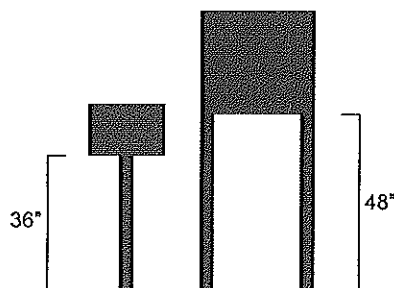
Sign Type	Legend Size (A)	Panel Size	Post Size	Specification Code	Mounting Height	Color Bkg/Lgd
BTR-04	1.5"	19.5"x21.375"	4"x4"	HDO-5/ALU-5	36"	LY/BK
BTR-04	2"	26"x28.5"	4"x4"	HDO-5/ALU-5	48"	LY/BK

For placement at entrances or along facility roadways where needed to warn motorists towing a sailboat to a launch location with mast upright.



BTR-10

Sign Type	Legend Size (A)	Panel Size	Post Size	Specification Code	Mounting Height	Color Bkg/Lgd
BTR-10	1.5"	19.5"x21.375"	4"x4"	HDO-5/ALU-5	36"	LY/BK
BTR-10	2"	26"x28.5"	4"x4"	HDO-5/ALU-5	48"	LY/BK



**Boat Ramp Area Safety Warnings**

The signs below are designated for placement at the boat ramp for easy view by those launching boats.

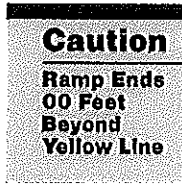
The first sign is intended to notify boaters where the ramp ends in cases where there is a steep drop beyond the paved area. Specify the distance to be made part of the sign legend when ordering. If this sign is posted, the yellow line must be maintained as part of the installation.

At lake projects where there are underwater obstructions which may be hazardous to boaters, this condition should be identified using the sign specified below.

If vandalism is a problem, signs may be fabricated with a black screen-printed legend on retroreflective sheeting and applied to HDO plywood or aluminum. There are two sizes available. The

smaller size sign is used on single lane ramps; the larger sign on multilane ramps.

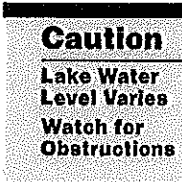
The graphic format shown below follows Grid 1, page 7-63. If local conditions dictate alternate wording consult your district Sign Program Manager for assistance in preparing a request for a nonstandard safety sign (p.1-13).



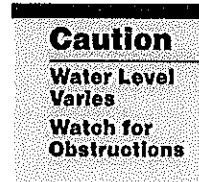
BTR-08

Sign Type	Legend Size (A)	Panel Size	Post Size	Specification Code	Mounting Height	Color Bkg/Lgd
BTR-08	1.5"	18.5"x18"	4"x4"	HDO-5	36"	LY/BK
BTR-08	2"	24.625"x24"	4"x4"	HDO-3	48"	LY/BK

Note the actual distance on the Sign Order Worksheet when ordering this sign.

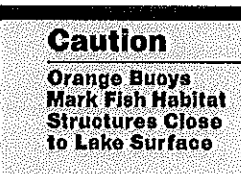


BTR-02



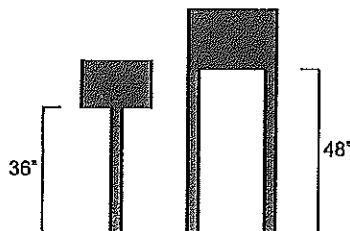
BTR-11

Sign Type	Legend Size (A)	Panel Size	Post Size	Specification Code	Mounting Height	Color Bkg/Lgd
BTR-02,11	1.5"	20.375"x18"	4"x4"	HDO-5	36"	LY/BK
BTR-02,11	2"	27.25"x24"	4"x4"	HDO-3	48"	LY/BK



BTR-12

Sign Type	Legend Size (A)	Panel Size	Post Size	Specification Code	Mounting Height	Color Bkg/Lgd
BTR-12	1.5"	27.375"x18"	4"x4"	HDO-5	36"	LY/BK
BTR-12	2"	36.5"x24"	4"x4"	HDO-3	48"	LY/BK





**FIVE STAR Correctional Services**  
Setting the Standard in Institutional Food Service

August 19, 2020

Sheriff David Capps  
Marion County Sheriff's Office  
114 W. Austin  
Jefferson, Texas 75657

Dear Sheriff Capps:

Thank you for taking the time to speak with me about your food service operation. I think that Five Star Correctional Services will be able to provide an option that will save the County a significant amount of money without completely overhauling your current operation.

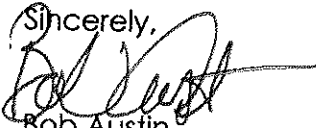
I have developed a relatively new program called Piggyback Plus for customers who wish to retain complete control over their food service. Given your jail population and current use of all Inmate labor, this would be the most efficient program for you.

With Piggyback Plus, customers are provided with a menu that has been certified by our dietitian and a complete order guide from our supplier. Whomever you designate for this operation will order all food and kitchen supplies directly from our supplier. All items will be billed at our cost. That's how we are able to pass the savings to Marion County. Our supplier will bill Five Star. We, in turn, pay the invoice and bill Marion County for all products ordered, plus a weekly administration fee of \$250.

Five Star will assign a Regional Manager to your account prior to the start date. This manager will make sure all Inmates are properly trained on the specifics of our menus such as production and proper portioning. Assuming the Inmates follow the guidelines and have even a moderate amount of supervision, you can expect to see an annual savings of between \$30,000 to \$36,000.

I encourage you to call our references in the enclosed packet. You can also call me if you have any further questions after reading through the information packet. My cell number is 214-729-0782.

I look forward to hearing from you soon.

Sincerely,  
  
Bob Austin  
CEO

Five Star Correctional Services

Marion County, Texas

Piggyback Plus Food Service Program

Annualized Costs Comparison

Average 30 Inmates

2500 ADA Calories

Based upon figures supplied by the Marion County Administration, and the Texas Jail Commission ADP Report, the County is serving approximately 32,850 meals annually broken down as follows:

Main Jail Average daily inmate count 30 X 3 X 365 = 32,850

Total Annual Inmate Meals Served 32,850

Proposed Annualized Costs Marion County Five Star Correctional Services

Food cost per Plate Main Jail (\$2.73)	\$ 90,000.00	\$ 46,000.00
Chemical Expense (estimated)	\$ 2,500.00	Included
Paper Expense (estimated)	<u>\$ 1,500.00</u>	<u>Included</u>
Piggyback Plus Annual Fee		\$ 13,000.00
Total	\$ 94,000.00	\$ 59,000.00
÷ By Meals Served Annually	32,850	32,850
Cost Per Meal	\$ 2.86	\$ 1.80
Annualized Estimated Savings		\$ 35,000.00



**Five Star Correctional Services  
2800 Calorie Sample Menu**

Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
<b>Breakfast</b>	<b>Breakfast</b>	<b>Breakfast</b>	<b>Breakfast</b>	<b>Breakfast</b>	<b>Breakfast</b>	<b>Breakfast</b>
Biscuit & Gravy Gravy 3/4cup Grits 1 cup Turkey Sausage Patty 1 oz. Biscuit (60ct) 1 ea. Fresh Fruit 1/2cup Chocolate Fortified Breakfast Beverage 8 oz.	Eggs & Potatoes 3 oz. Oatmeal 1 cup Tortillas 2 ea. Taco Sauce 1 ea. Fresh Fruit 1/2cup Breakfast Beverage 8 oz.	Breakfast Cake (48ct) 1 ea. Grits 1cup Turkey Sausage Link 1 oz. Fresh Fruit 1/2cup Coffee 8 oz. Vanilla Fortified Breakfast Beverage 8 oz.	Biscuit & Gravy 1 ea. Gravy 1cup Oatmeal 1 cup Turkey Sausage Patty 1 oz. Biscuit (60ct) 1 ea. Fresh Fruit 1/2cup Chocolate Fortified Breakfast Beverage 8 oz.	Sausage & Potato 3 oz. Grits 1 cup Bread 2 sl. Jelly 1 ea. Fresh Fruit 1/2cup Breakfast Beverage 8 oz.	Pancakes 2 ea. Syrup 2 oz. Grits 1cup Tortillas 2 ea. Turkey Sausage Link 1 oz. Fresh Fruit 1/2cup Vanilla Fortified Breakfast Beverage 8 oz.	Eggs & Potatoes 3 oz. Grits 1cup Tortillas 2 ea. Taco Sauce 1 ea. Fresh Fruit 1/2cup Chocolate Fortified Breakfast Beverage 8 oz.
<b>Lunch</b>	<b>Lunch</b>	<b>Lunch</b>	<b>Lunch</b>	<b>Lunch</b>	<b>Lunch</b>	<b>Lunch</b>
Country Fried Steak 3 oz. Brown Gravy 1/2cup Mashed Potatoes 1/2cup Seasoned Vegetable 1/2cup Roll 2 oz. Cake (60ct) 1 ea. Fruit Drink 8 oz.	Hot Dogs 2 ea. Potato Salad 1/2cup BBQ Beans 1/2cup Bread 2 sl. Mustard 2 ea. Cake (60ct) 1 ea. Fruit Drink 8 oz.	Hamburger Steak 3 oz. Brown Gravy 1/4cup Macaroni Salad 1/2cup Seasoned Vegetable 1/2cup Roll 2 oz. Cake (60ct) 1 ea. Fruit Drink 8 oz.	Beef & Pintos 1cup Rice 1/2cup Seasoned Cabbage 1/2cup Cornbread (60ct) 1 ea. Cake (60ct) 1 ea. Fruit Drink 8 oz.	Chili Mac Casserole 1cup Pinto Beans 1/2cup Seasoned Vegetable 1/2cup Corn Tortillas 2 ea. Cake (60ct) 1 ea. Fruit Drink 8 oz.	Sloppy Joe 3 oz. Seasoned Vegetable 1/2cup Potato Salad 1/2cup Bread 2 sl. Cake (60ct) 1 ea. Fruit Drink 8 oz.	Burrito 3 oz. Pinto Beans 1/2cup Spanish Rice 1/2cup Flour Tortilla 1 ea. Cake (60ct) 1 ea. Fruit Drink 8 oz.
<b>Dinner</b>	<b>Dinner</b>	<b>Dinner</b>	<b>Dinner</b>	<b>Dinner</b>	<b>Dinner</b>	<b>Dinner</b>
Chicken Salad 3 oz. Brown Gravy 1/4cup Rice 1/2cup Cole Slaw 1/2cup Bread 1 sl. Cookies 3 ea. Fruit Drink 8 oz.	Meat Loaf 3 oz. Brown Gravy 1/4cup Macaroni & Cheese 1/2cup Seasoned Vegetable 1/2cup Biscuit (60ct) 1 ea. Cookies 3 ea. Fruit Drink 8 oz.	Tacos 3 oz. Pinto Beans 1/2cup Spanish Rice 1/2cup Corn Tortillas 2 ea. Cookies 3 ea. Fruit Drink 8 oz.	Smoked Sausage 3 oz. Au-gratin Potatoes 1/2cup Cole Slaw 1/2cup Roll 2 oz. Cookies 3 ea. Fruit Drink 8 oz.	Pepper Steak 3 oz. Brown Gravy 1/2cup Rice 1/2cup Seasoned Vegetable 1/2cup Cornbread (60ct) 1 ea. Cookies 3 ea. Fruit Drink 8 oz.	Fried Chicken Patty 3 oz. Poultry Gravy 1/2cup Seasoned Vegetable 1/2cup Mashed Potatoes 1/2cup Roll 2 oz. Cookies 3 ea. Fruit Drink 8 oz.	Salisbury Steak 3 oz. Brown Gravy 1/4cup Macaroni & Cheese 1/2cup Seasoned Vegetable 1/2cup Biscuit (60ct) 1 ea. Cookies 3 ea. Fruit Drink 8 oz.

All Hot Cereals are Sweetened with Sugar

**Week 1**

Five Star Correctional Services  
2800 Calorie Sample Menu

Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
<b>Breakfast</b>	<b>Breakfast</b>	<b>Breakfast</b>	<b>Breakfast</b>	<b>Breakfast</b>	<b>Breakfast</b>	<b>Breakfast</b>
Biscuit & Gravy	Eggs & Potatoes	Breakfast Cake (48ct)	Biscuit & Gravy	Sausage & Potato	Pancakes	Eggs & Potatoes
Gravy 3/4cup	Oatmeal 1 cup	Grits 1cup	Gravy 3/4cup	Grits 1 cup	Syrup 2 oz.	Grits 1cup
Grits 1 cup	Tortillas 2 ea.	Turkey Sausage Link 1 oz.	Oatmeal 1 cup	Bread 2 sl.	Grits 1cup	Tortillas 2 ea.
Turkey Sausage Patty 1 oz.	Taco Sauce 1 ea.	Fresh Fruit 1/2cup	Turkey Sausage Patty 1 oz.	Jelly 1 ea.	Turkey Sausage Link 1 oz.	Taco Sauce 1 ea.
Biscuit (60ct) 1 ea.	Fresh Fruit 1/2cup	Coffee 8 oz.	Biscuit (60ct) 1 ea.	Fresh Fruit 1/2cup	Fresh Fruit 1/2cup	Fresh Fruit 1/2cup
Fresh Fruit 1/2cup	Strawberry Fortified	Vanilla Fortified	Fresh Fruit 1/2cup	Strawberry Fortified	Vanilla Fortified	Chocolate Fortified
Chocolate Fortified	Breakfast Beverage 8 oz.	Breakfast Beverage 8 oz.	Chocolate Fortified	Breakfast Beverage 8 oz.	Breakfast Beverage 8 oz.	Breakfast Beverage 8 oz.
Breakfast Beverage 8 oz.			Breakfast Beverage 8 oz.			
<b>Lunch</b>	<b>Lunch</b>	<b>Lunch</b>	<b>Lunch</b>	<b>Lunch</b>	<b>Lunch</b>	<b>Lunch</b>
Rotini Meat sauce 1cup	Smoked Sausage 1 ea.	B.B.Q. Franks 2 ea.	Tacos 3 oz.	Turkey Pot Pie 1cup	Chicken Salad 3 oz.	Ham & Pintos 1cup
Seasoned Vegetable 1/2cup	B.B.Q. Beans 1/2cup	Potato Salad 1/2cup	Pinto Beans 1/2cup	Poultry Gravy 1/4cup	Macaroni & Cheese 1/2cup	Rice 1/2cup
Italian Slaw 1/2cup	Macaroni Salad 1/2cup	Cole Slaw 1/2cup	Spanish Rice 1/2cup	Mashed Potatoes 1/2cup	Seasoned Vegetable 1/2cup	Seasoned Cabbage 1/2cup
Combread (60ct) 1 ea.	Combread (60ct) 1 ea.	Bread 2 sl.	Com Tortillas 2 ea.	Seasoned Cabbage 1/2cup	Bread 2 sl.	Combread (60ct) 1 ea.
Cake (60 ct.) 1 ea.	Cake (60 ct.) 3 ea.	Cake (60ct) 1 ea.	Cake (60 ct.) 1/2cup	Biscuit (60ct) 1 ea.	Cake (60ct) 1 ea.	Cake (60ct) 1 ea.
Fruit Drink 8 oz.	Fruit Drink 8 oz.	Fruit Drink 8 oz.	Fruit Drink 8 oz.	Cake (60 ct.) 3 ea.	Fruit Drink 8 oz.	Fruit Drink 8 oz.
				Fruit Drink 8 oz.		
<b>Dinner</b>	<b>Dinner</b>	<b>Dinner</b>	<b>Dinner</b>	<b>Dinner</b>	<b>Dinner</b>	<b>Dinner</b>
Chicken Fried Steak 3 oz.	Burrito 3 oz.	Smothered Steak 3 oz.	Fried Chicken Patty 3 oz.	Sloppy Joe 3 oz.	Chuckwagon Steak 3 oz.	Chicken Patty 3 oz.
Poultry Gravy 1/2cup	Pinto Beans 1/2cup	Brown Gravy 1/2cup	Poultry Gravy 1/2cup	Augratin Potatoes 1/2cup	Brown Gravy 1/2cup	Poultry Gravy 1/4cup
Mashed Potatoes 1/2cup	Seasoned Vegetable 1/2cup	Rice 1/2cup	Mashed Potatoes 1/2cup	Mashed Potatoes 1/2cup	Mashed Potatoes 1/2cup	Seasoned Vegetable 1/2cup
Seasoned Vegetable 1/2cup	Flour Tortilla 1 ea.	Seasoned Vegetable 1/2cup	Seasoned Vegetable 1/2cup	Bread 2 sl.	Seasoned Vegetable 1/2cup	Cole Slaw 1/2cup
Roll 2 oz.	Cookies 3 ea.	Biscuit (60ct) 1 ea.	Combread (60ct) 1 ea.	Tarter Sauce 1 ea.	Combread (60ct) 1 ea.	Roll 2 oz.
Cookies 3 ea.	Fruit Drink 8 oz.	Cookies 3 ea.	Cookies 3 ea.	Cookies 3 ea.	Cookies 3 ea.	Cookies 3 ea.
Fruit Drink 8 oz.		Fruit Drink 8 oz.	Fruit Drink 8 oz.	Fruit Drink 8 oz.	Fruit Drink 8 oz.	Fruit Drink 8 oz.

All Hot Cereals are Sweetened with Sugar

**Week 2**

Revised 10-16-2019

**Five Star Correctional Services  
2800 Calorie Sample Menu**

Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
<b>Breakfast</b>	<b>Breakfast</b>	<b>Breakfast</b>	<b>Breakfast</b>	<b>Breakfast</b>	<b>Breakfast</b>	<b>Breakfast</b>
Biscuit & Gravy 3/4cup Gravy 1 cup Grits 1 cup	Eggs & Potatoes 3 oz. Oatmeal 1 cup Tortillas 2 ea. Taco Sauce 1 ea.	Breakfast Cake (48ct) 1 ea. Grits 1cup Turkey Sausage Link 1 oz. Fresh Fruit 1/2cup Coffee 8 oz.	Biscuit & Gravy Gravy 3/4cup Oatmeal 1 cup	Sausage & Potato 3 oz. Grits 1 cup Bread 2 sl. Jelly 1 ea.	Pancakes 2 ea. Syrrup 2 oz. Grits 1cup Tortillas 2 ea.	Eggs & Potatoes 3 oz. Grits 1cup Tortillas 2 ea. Taco Sauce 1 ea.
Turkey Sausage Patty 1 oz. Biscuit (60ct) 1 ea. Fresh Fruit 1/2cup	Taco Sauce 1 ea. Fresh Fruit 1/2cup	Fresh Fruit 1/2cup Vanilla Fortified Breakfast Beverage 8 oz.	Biscuit (60ct) 1 ea. Fresh Fruit 1/2cup	Fresh Fruit 1/2cup Strawberry Fortified Breakfast Beverage 8 oz.	Fresh Fruit 1/2cup Vanilla Fortified Breakfast Beverage 8 oz.	Fresh Fruit 1/2cup Chocolate Fortified Breakfast Beverage 8 oz.
Chocolate Fortified Breakfast Beverage 8 oz.	Breakfast Beverage 8 oz.	Breakfast Beverage 8 oz.	Chocolate Fortified Breakfast Beverage 8 oz.	Chocolate Fortified Breakfast Beverage 8 oz.	Vanilla Fortified Breakfast Beverage 8 oz.	Chocolate Fortified Breakfast Beverage 8 oz.
<b>Lunch</b>	<b>Lunch</b>	<b>Lunch</b>	<b>Lunch</b>	<b>Lunch</b>	<b>Lunch</b>	<b>Lunch</b>
Chili-Mac Casserole 1cup Pinto Beans 1/2cup Seasoned Vegetable 1/2cup French Dressing 1 ea. Tortillas 2 ea. Cake (60 ct.) 1 ea. Fruit Drink 8 oz.	BBQ Smoked Sausage 3 oz. Macaroni Salad 1/2cup Seasoned Vegetable 1/2cup Cornbread (60ct) 1 ea. Cake (60ct) 1 ea. Fruit Drink 8 oz.	Hot Dogs 2 ea. Potato Salad 1/2cup Seasoned Vegetable 1/2cup Mustard 1 ea. Bread 2 ea. Cake (60 ct.) 1 ea. Fruit Drink 8 oz.	Beer Pot Pie 1cup Brown Gravy 1/4cup Mashed Potatoes 1/2cup Seasoned Cabbage 1/2cup Biscuit (60ct) 1 ea. Cake (60 ct.) 1 ea. Fruit Drink 8 oz.	Tacos 2 ea. Pinto Beans 1/2cup Spanish Rice 1/2cup Corn Tortillas 2 ea. Cake (60ct) 1 ea. Fruit Drink 8 oz.	Meatsauce & Spaghetti 1cup Seasoned Vegetable 1/2cup Italian Slaw 1/2cup Roll 2 oz. Cake (60 ct.) 1 ea. Fruit Drink 8 oz.	Salisbury Steak 3 oz. Brown Gravy 1/2cup Mashed Potatoes 1/2cup Seasoned Vegetable 1/2cup Biscuit (60ct) 1 ea. Cake (60 ct.) 1 ea. Fruit Drink 8 oz.
<b>Dinner</b>	<b>Dinner</b>	<b>Dinner</b>	<b>Dinner</b>	<b>Dinner</b>	<b>Dinner</b>	<b>Dinner</b>
Chicken Salad 3 oz. Brown Gravy 1/4cup Rice 1/2cup Seasoned Vegetable 1/2cup Bread 2 sl. Cookies 3 ea. Fruit Drink 8 oz.	Burrito 1 ea. Pinto Beans 1/2cup Spanish Rice 1/2cup Flour Tortilla 1 ea. Cookies 3 ea. Fruit Drink 8 oz.	Meat Loaf 3 oz. Brown Gravy 1/2cup Mashed Potatoes 1/2cup Seasoned Vegetable 1/2cup Biscuit (60ct) 1 ea. Cookies 3 ea. Fruit Drink 8 oz.	Fried Chicken Patty 3 oz. Poultry Gravy 1/2cup Seasoned Vegetable 1/2cup Augratin Potatoes 1/2cup Roll 2 oz. Cookies 3 ea. Fruit Drink 8 oz.	Chicken Fried Steak 3 oz. Brown Gravy 1/4cup Macaroni & Cheese 1/2cup Cole Slaw 1/2cup Cornbread (60ct) 1 ea. Cookies 3 ea. Fruit Drink 8 oz.	Pepper Steak 3 oz. Brown Gravy 1/2cup Rice 1/2cup Seasoned Vegetable 1/2cup Cornbread (60ct) 1 ea. Cookies 3 ea. Fruit Drink 8 oz.	Stoppv Joe 3 oz. Macaroni Salad 1/2cup Seasoned Vegetable 1/2cup Bread 2 sl. Cookies 3 ea. Fruit Drink 8 oz.

**Week 3**

All Hot Cereals are Sweetened with Sugar

**Five Star Correctional Services  
2800 Calorie Sample Menu**

	<u>Friday</u>	<u>Saturday</u>	<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>
<b>Breakfast</b>	<b>Breakfast</b>	<b>Breakfast</b>	<b>Breakfast</b>	<b>Breakfast</b>	<b>Breakfast</b>	<b>Breakfast</b>	<b>Breakfast</b>
Biscuit & Gravy	Biscuit & Gravy	Eggs & Potatoes	3 oz. Breakfast Cake (48ct)	1 ea. Biscuit & Gravy	Sausage & Potato	3 oz. Pancakes	2 ea.
Gravy	3/4cup Gravy	Oatmeal	1 cup Grits	1cup Gravy	3/4cup Grits	1 cup Syrup	2 oz.
Grits	1 cup Grits	Tortillas	2 ea. Turkey Sausage Link	1 oz. Oatmeal	1 cup Bread	2 sl. Grits	1cup
Turkey Sausage Patty	1 oz. Turkey Sausage Patty	Taco Sauce	1 ea. Fresh Fruit	1/2cup Turkey Sausage Patty	1 oz. Jelly	1 ea. Turkey Sausage Link	1 oz.
Biscuit (60ct)	1 ea. Biscuit (60ct)	Fresh Fruit	Coffee	8 oz. Biscuit (60ct)	1 ea. Fresh Fruit	1/2cup Fresh Fruit	1/2cup
Fresh Fruit	Fresh Fruit	Strawberry Fortified	Vanilla Fortified	Fresh Fruit	1/2cup Strawberry Fortified	Vanilla Fortified	Citroc
Coffee	Chocolate Fortified	Breakfast Beverage	Breakfast Beverage	8 oz. Chocolate Fortified	Breakfast Beverage	8 oz. Breakfast Beverage	8 oz.
Milk	Breakfast Beverage	8 oz.	Breakfast Beverage	8 oz.	Breakfast Beverage	8 oz.	Breakfast Beverage
<b>Lunch</b>	<b>Lunch</b>	<b>Lunch</b>	<b>Lunch</b>	<b>Lunch</b>	<b>Lunch</b>	<b>Lunch</b>	<b>Lunch</b>
Rothf Meatsauce	B.B.Q. Franks	2 ea. Smoked Sausage	3 oz. Beef & Pintos	1 cup Turkey Pot Pie	1cup Salisbury Steak	3 oz. Tacos	3 oz.
Seasoned Vegetable	B.B.Q. Beans	Potato Salad	1/2cup Rice	1/2cup Poultry Gravy	1/4cup Brown Gravy	1/2cup Pinto Beans	1/2cup
Italian Slaw	Macaroni Salad	Cole Slaw	Seasoned Cabbage	1/2cup Mashed Potatoes	1/2cup Rice	Seasoned Vegetable	1/2cup
Roll	Mustard	Roll	2 oz. Cornbread (60ct)	1 ea. Seasoned Vegetable	1/2cup Seasoned Vegetable	1/2cup Seasoned Vegetable	1/2cup
Cake (60ct)	Bread	Cake (60ct)	1 ea. Cake (60ct)	1 ea. Biscuit (60ct)	1 ea. Cornbread (60ct)	1 ea. Cake (60ct)	1 ea. Cake (60ct)
Fruit Drink	Cake (60ct)	Fruit Drink	8 oz. Fruit Drink	8 oz. Cake (60ct)	1 ea. Fruit Drink	8 oz. Fruit Drink	8 oz. Fruit Drink
<b>Dinner</b>	<b>Dinner</b>	<b>Dinner</b>	<b>Dinner</b>	<b>Dinner</b>	<b>Dinner</b>	<b>Dinner</b>	<b>Dinner</b>
Chicken Fried Steak	Burrito	3 oz. Smothered Steak	3 oz. Fried Chicken Patty	3 oz. Pepper Steak	3 oz. Chicken Salad	3 oz. Meat Loaf	3 oz.
Poultry Gravy	Pinto Beans	Brown Gravy	1/2cup Poultry Gravy	1/4cup Brown Gravy	1/2cup Poultry Gravy	1/4cup Brown Gravy	1/4cup
Pinto Beans	Spanish Rice	Seasoned Vegetable	Seasoned Vegetable	1/2cup Rice	1/2cup Mashed Potatoes	1/2cup Seasoned Vegetable	1/2cup
Mashed Potatoes	Flour Tortilla	Mashed Potatoes	1/2cup Au-gratin Potatoes	1/2cup Seasoned Vegetable	1/2cup Seasoned Vegetable	1/2cup Seasoned Vegetable	1/2cup
Cornbread (60ct)	1 ea. Cookies	Biscuit (60ct)	1 ea. Roll	2 oz. Cornbread (60ct)	1 ea. Bread	2 ea. Cornbread (60ct)	1 ea.
Cookies	3 ea. Fruit Drink	3 ea. Cookies	3 ea. Cookies	3 ea. Cookies	3 ea. Cookies	3 ea. Cookies	3 ea.
Fruit Drink	8 oz. Fruit Drink	8 oz. Fruit Drink	8 oz. Fruit Drink	8 oz. Fruit Drink	8 oz. Fruit Drink	8 oz. Fruit Drink	8 oz.

**Week 4**

All Hot Cereals are Sweetened with Sugar

## INTERLOCAL COOPERATION AGREEMENT

**WHEREAS**, CASS COUNTY is seeking to provide housing and care for certain inmates incarcerated or to be incarcerated in its jail, and

**WHEREAS**, UPSHUR COUNTY currently has the jail capacity and the ability to provide housing and care for such inmates, and

**WHEREAS**, both parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperation Agreement for such detention services pursuant to Chapter 791 of the Government Code (Vernon's 1992) ( formerly Article 4413 (32c), Tex. Rev. Civ. Stat.), and

**WHEREAS**, CASS COUNTY and UPSHUR COUNTY desire to enter into an agreement pursuant to which UPSHUR COUNTY will provide housing and care for certain inmates incarcerated or to be incarcerated in the County's jail.

**NOW THEREFORE**, in consideration of the promises, covenants and agreements contained herein, the parties hereto mutually agree as follows:

### ARTICLE I

#### DETENTION SERVICES

**1.01 HOUSING AND CARE OF INMATES:** UPSHUR COUNTY agrees to accept, and provide for the secure custody, care and safekeeping of inmates of CASS COUNTY in accordance with state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards. UPSHUR COUNTY shall provide housing, care, meals, and routine medical services for such inmates on the same basis as it provides for its own inmates confined in its own jail subject to the terms and conditions of the Agreement. The services and obligations, as hereinafter described, shall be provided by UPSHUR COUNTY at the per inmate Day Rate of *Forty Dollars (\$40.00)*.

**1.02 MEDICAL SERVICES:** The per Day Rate under this Agreement covers only routine medical services such as on-site sick call (when provided by on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies. The per Day Rate does not cover medical/health care services provided outside of UPSHUR COUNTY's facility or by other than facility staff, prescription drugs and other medical treatments, or surgical, optical and dental care, and does not include the costs associated with any hospitalization of an inmate. All medical expenses not covered under the agreed Day Rate shall be the responsibility of Cass County and shall be paid directly to the service provider.

When it becomes necessary for an inmate to be hospitalized, UPSHUR COUNTY shall contact CASS COUNTY, through its Sheriff or designated representative, as soon as

possible, to inform them of the fact that the inmate has been, or is to be, hospitalized and of the nature of the illness or injury that has required the hospitalization.

UPSHUR COUNTY shall inform medical facilities to invoice CASS COUNTY directly for medical services rendered to CASS COUNTY inmates. UPSHUR COUNTY shall inform such medical providers to notify the CASS COUNTY Sheriff if the hospitalization of an inmate is to be for a duration of more than 24 hours, or the cost of any medical care or hospitalization is to exceed Two Thousand Dollars (\$2,000.00). If the hospital or health care provider refuses to bill CASS COUNTY directly, such provider shall notify CASS COUNTY directly to discuss payment.

**1.03 MEDICAL INFORMATION:** CASS COUNTY shall provide UPSHUR COUNTY with medical information for all inmates sought to be transferred to UPSHUR COUNTY's facility under this Agreement, including and information regarding any disability, special medication, and diet or exercise regimen applicable to each inmate.

**1.04 TRANSPORTATION AND OFF-SITE SECURITY:** UPSHUR COUNTY agrees to provide non-ambulance transportation for inmates to and from local off-site medical facilities as part of the services covered by the per Day Rate. Transportation to medical service providers not located within 20 miles of Gilmer, Texas is the sole responsibility of CASS COUNTY. Ambulance transportation (including emergency flight, etc.) is not covered by the Day Rate and will be billed along with the regular monthly billing submitted to CASS COUNTY by UPSHUR COUNTY.

UPSHUR COUNTY will provide stationary guard services as requested or required by the circumstances or by law for inmates admitted or committed to an off-site medical facility. CASS COUNTY shall compensate UPSHUR COUNTY for the actual cost of said guard services to UPSHUR COUNTY, which shall be billed by UPSHUR COUNTY along with regular monthly billing for any detention services.

UPSHUR COUNTY agrees to transport CASS COUNTY prisoners ONE-WAY , either picking up prisoners at Cass County Jail or delivery of prisoners to Cass County Jail.

CASS COUNTY shall be responsible for the transportation of its inmates to and from court proceedings and hearings. Furthermore, CASS COUNTY shall be responsible for transporting any of County's inmates from UPSHUR COUNTY's facility to the Texas Department of Criminal Justice, Institutional Division.

**1.05 SPECIAL PROGRAMS:** The per Day Rate as defined in this Agreement only covers basic custodial care and supervision and does not include any special educational, vocational or other programs. UPSHUR COUNTY and CASS COUNTY may agree, by a written amendment to this Agreement, or by separate agreement, for the provision of special programs for a consideration and under the terms mutually agreed to by UPSHUR COUNTY and CASS COUNTY.

- 1.06 **LOCATION AND OPERATION OF FACILITY:** UPSHUR COUNTY shall provide the detention services described herein at the Upshur Justice Center in Gilmer, Texas, and shall operate the facility in accordance to the rules and regulations of the Texas Commission on Jail Standards.

## **ARTICLE II**

### **FINANCIAL PROVISIONS**

- 2.01 **DAY RATE:** The Day Rate for each inmate for detention services under this Agreement is Forty Dollars (\$40.00) per inmate per day. This Day Rate covers one inmate per day. Furthermore, any portion of any day shall count as an Inmate Day under this Agreement, except that CASS COUNTY may not be billed for two days when an inmate is admitted one evening, after 6:00 pm and removed the following morning before 12:00 pm. In that situation, UPSHUR COUNTY will bill for the day of arrival, but not for the day of departure.
- 2.02 **BILLING PROCEDURE:** UPSHUR COUNTY shall submit an itemized invoice for the services provided each month to the County. All invoices will be submitted to the officer of CASS COUNTY who is designated to receive the invoices on behalf of the County. CASS COUNTY shall make payment to UPSHUR COUNTY within forty-five (45) days after receipt of the invoice. Payment shall be made payable to UPSHUR COUNTY, Texas and shall be remitted to:

UPSHUR COUNTY  
Attn: Sheriff Larry Webb  
405 N. Titus  
Gilmer, Texas 75644

Amounts which are not paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of 10%, or the maximum legal rate applicable thereto, which shall be a contractual obligation of CASS COUNTY under this Agreement. CASS COUNTY further agrees that UPSHUR COUNTY shall be entitled to recover all reasonable and necessary attorney's fees and costs incurred in collection of amounts due UPSHUR COUNTY under this Agreement.

## **ARTICLE III**

### **TERM OF AGREEMENT**

- 3.01 **PRIMARY TERM:** The primary term of this Agreement is for a period of one (1) year from the date of execution of this Agreement.
- 3.02 **RENEWALS:** This Agreement may be renewed annually by mutual agreement of both UPSHUR COUNTY and CASS COUNTY. In the event that the parties seek to renew this Agreement at the end of the primary term or any renewal period

thereafter, the Day Rate for detention services as described herein, shall be at the Day Rate negotiated by UPSHUR COUNTY and CASS COUNTY for the respective renewal period. The terms, conditions and rate with regard to any renewal period shall be as mutually agreed between the parties, and as approved by the Commissioners' Courts of the respective parties.

- 3.03 TERMINATION:** This Agreement shall terminate at the end of the primary term or at the end of any renewal term, unless renewed pursuant to the above Section 3.02. In addition, this Agreement may be terminated upon sixty (60) days written notice delivered to either party to this Agreement. Any such notice shall be delivered to the respective officer as specified herein by the terminating party. This Agreement will likewise terminate upon the happening of an event that renders performance hereunder by UPSHUR COUNTY impracticable or impossible, such as severe damage to, or destruction of, the facility or actions by governmental or judicial entities, which might create a legal barrier to the acceptance of any of the County's inmates.

#### **ARTICLE IV**

##### **ACCEPTANCE OF INMATES**

- 4.01 COMPLIANCE WITH LAW:** Nothing herein shall create any obligation upon UPSHUR COUNTY to house the County's inmate where the housing of said inmates will, in the opinion of UPSHUR COUNTY, raise the population of the facility above permissible numbers of inmates allowed by law, or will, in UPSHUR COUNTY's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of any personnel and inmates at the facility, or result in the possible violation of the constitutional rights of the inmate housed at UPSHUR COUNTY's facility. At any time that UPSHUR COUNTY determines that a condition exists at UPSHUR COUNTY's facility necessitating the removal of CASS COUNTY's prisoners, or any specified number thereof, CASS COUNTY shall, upon notice by UPSHUR COUNTY to Cass County's Sheriff, within eight (8) hours remove any such prisoners from UPSHUR COUNTY's facility.
- 4.02 ELIGIBILITY FOR INCARCERATION AT FACILITY:** The only CASS COUNTY inmates eligible for incarceration at UPSHUR COUNTY's facility are those inmates who are in compliance with both the Jail Commission custody assessment system and the current custody assessment system at UPSHUR COUNTY's facility.

All inmates proposed by CASS COUNTY to be transferred to UPSHUR COUNTY's facility under this Agreement must meet the eligibility requirements as described above (see Section 4.02). UPSHUR COUNTY reserves the right to review the inmates' classification/eligibility, and refuse any inmate who UPSHUR COUNTY believes is not properly classified as a non-high risk inmate. Furthermore, if any inmate's classification changes while incarcerated at UPSHUR COUNTY's facility, UPSHUR COUNTY reserves the right to demand that CASS COUNTY remove that certain inmate and replace said inmate with a non-high risk inmate from the County.



CASS COUNTY agrees to fully and completely indemnify and hold harmless UPSHUR COUNTY, its Sheriff, Deputies, elected officials, employees, agents and contractors from any and all damages, harm or liability of any type or nature, caused either directly or indirectly by a CASS COUNTY prisoner acting alone or in concert with any other prisoner while in the care and custody of UPSHUR COUNTY or being delivered to or received from UPSHUR COUNTY. And, pursuant to the terms of this agreement, shall pay all cost of damages, judgments, fees and expenses, including, but not limited, to attorney's fees, court costs, investigative fees and other out-of-pocket expenses. Such indemnification shall include the right of UPSHUR COUNTY, if named in any litigation or judicial proceeding as a result of the conduct of any CASS COUNTY prisoner, to retain its own counsel of its own choosing, whose fees and expenses shall be directly paid by CASS COUNTY as a part of indemnification.

**4.03 RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES:** UPSHUR COUNTY reserves the right for UPSHUR COUNTY's Sheriff or UPSHUR COUNTY's designated representative to review the background histories of all inmates sought to be transferred to UPSHUR COUNTY's facility. CASS COUNTY shall cooperate with and provide UPSHUR COUNTY any information regarding any inmate, which UPSHUR COUNTY's Sheriff might request. UPSHUR COUNTY reserves the right to refuse the acceptance of any CASS COUNTY inmate UPSHUR COUNTY deems appropriate. Likewise, at the sole discretion of UPSHUR COUNTY's Sheriff, or the Sheriff's designee, any inmate's behavior, medical or psychological condition, or other circumstances of reasonable concern that makes the inmate unacceptable for the continued incarceration in UPSHUR COUNTY's facility, CASS COUNTY shall be requested to remove the inmate from UPSHUR COUNTY's facility and shall remove the inmate within eight (8) hours of being notified by UPSHUR COUNTY's Sheriff or the Sheriff's designee. Furthermore, any CASS COUNTY inmate may be required to be removed from UPSHUR COUNTY's facility if the inmates' classification changes for any purpose, including long-term medical segregation.

In the event an inmate is requested to be removed, UPSHUR COUNTY shall notify CASS COUNTY through a written report, sent to the County's designated fax number or email address, detailing the inmate's personal identifying information and a brief explanation of why UPSHUR COUNTY is requesting the inmate be removed from UPSHUR COUNTY's facility. Furthermore, the notice shall advise CASS COUNTY of the time and date that UPSHUR COUNTY notified CASS COUNTY about the request for removal. CASS COUNTY shall have eight (8) hours from the time of notification to remove the inmate from UPSHUR COUNTY's facility. Any inmate not removed from UPSHUR COUNTY's facility within the eight (8) hour notice shall be billed at the "Amended Day Rate" of One Hundred Dollars (\$100.00) per day. The Amended Day Rate shall commence at the end of the above described eight (8) hours notification period and shall continue until either the inmate is removed from UPSHUR COUNTY's facility or until UPSHUR COUNTY's Sheriff determines the

inmate's conditions have changed and the inmate is allowed to remain at UPSHUR COUNTY's facility.

- 4.04 INMATE SENTENCES:** UPSHUR COUNTY shall not be in charge or responsible for the computation or processing of inmate' time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. All such computations and record keeping shall be the responsibility of CASS COUNTY. CASS COUNTY will pick up and return inmates to the County's facility shortly before the inmate's discharge date. Thereafter CASS COUNTY shall discharge the inmate from its own facility. CASS COUNTY accepts all responsibility for the calculations and determinations set forth to the extent allowed by law, and CASS COUNTY shall indemnify and hold UPSHUR COUNTY harmless for all liability or expenses of any kind arising therefrom.

*CASS COUNTY shall be responsible for all paperwork, arrangements and transportation for their inmates in UPSHUR COUNTY's facility who are to be transferred to the Texas Department of Criminal Justice, Institutional Division.*

## ARTICLE V

### MISCELLANEOUS

- 5.01 BINDING NATURE OF AGREEMENT:** This Agreement is contractual and is binding upon the parties hereto and their successors, assigns, and representatives.
- 5.02 NOTICE:** All notices, demands, or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

UPSHUR COUNTY  
Attn: Sheriff Larry Webb  
405 N. Titus  
Gilmer, TX 75644

CASS COUNTY  
Attn: Becky Wilbanks, Cass County Judge  
P.O. Box 825  
Linden, TX 75563

The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

- 5.03 AMENDMENTS:** This Agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the Commissioners' Courts of the respective parties hereto.

- 5.04 PRIOR AGREEMENTS:** This Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.
- 5.05 CHOICE OF LAW AND VENUE:** The law of the State of Texas shall govern this Agreement. All considerations to be paid and matters performed under this Agreement are payable and to be performed in CASS COUNTY, Texas and venue of any dispute or matter arising under this Agreement shall lie in CASS COUNTY, Texas.
- 5.06 APPROVALS:** This Agreement must be approved by the Commissioners' Court of CASS COUNTY and the Commissioners' Court of UPSHUR COUNTY and shall be subject to the Interlocal Cooperation Act.
- 5.07 FUNDING SOURCE:** CASS COUNTY must pay all amounts due under this Agreement from current revenues in accordance with the Interlocal Cooperation Act. Furthermore, the signature of the CASS COUNTY Judge below certifies that there are sufficient funds from the current revenues available to CASS COUNTY to meet all obligations defined in this Agreement.

**SIGNATURE AND EXECUTION:**

**CASS COUNTY, TEXAS**

By: *Becky Willbanks*  
CASS COUNTY Judge

Date Signed: 4/9/19

By: *[Signature]*  
CASS COUNTY Sheriff

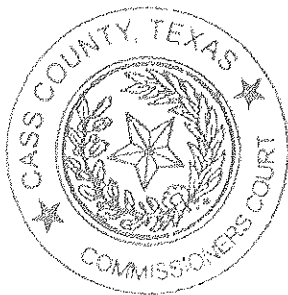
Date Signed: 4-9-19

Date approved by Commissioners:

April 9, 2019

ATTEST:

By: *[Signature]*  
CASS COUNTY Clerk



**UPSHUR COUNTY, TEXAS**

By: \_\_\_\_\_  
UPSHUR COUNTY Judge

Date Signed: \_\_\_\_\_

By: \_\_\_\_\_  
UPSHUR COUNTY Sheriff

Date Signed: \_\_\_\_\_

Date approved by Commissioners:

\_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
UPSHUR COUNTY Clerk