Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

February 15, 2013

Jerry Gottlieb, Chairman of the Board
LCS CORRECTIONS SERVICES, INC.
2475 Enterprise Road, Suite 300
Clearwater, Florida 33763
Ph. (727) 791-1977

via facsimile (727) 791-8090
via email jerry@gottlaw.com
via certified mail

Re: ***Extension-Contract#E-12-091-03-13-(C-02-021-01-29)-"Housing of Inmates"-Hidalgo County Sheriff's Office***

Dear Mr. Gottlieb:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension/renewal for the **(Tenth 10th & FINAL)** of the additional ten (10) one (1) year periods as provided in the current contract (under the same rates, terms and conditions) **Effective 03/31/13, Expires 03/30/14.** Please acknowledge receipt of this notice of placement on the next Commissioners' Court agenda/meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department, via facsimile to (956) 956-318-2629 or email to: leticia.saenz@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: _____ Date: 2-20-13
Jerry Gottlieb, Chairman of the Board

Additionally, we are requesting your company provide an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

LCS CORRECTIONS SERVICES, INC.
2475 ENTERPRISE ROAD, SUITE 300
CLEARWATER, FL 33763
(727) 799-0232 OR (800) 741-0232
FAX (727) 791-8090

February 20, 2013

Hidalgo County, Texas
Attention: Honorable Ramon Garcia
Hidalgo County Administration Building
100 East Cano, 2nd Floor
Edinburg, Texas 78539

IN RE: Contract Renewal

Dear Judge Garcia:

We are pleased to have recently received notification from Leticia H. Saenz, CPPB that Hidalgo County wishes to renew the *Contract for Services* which the County has with *LCS Corrections Services, Inc.* for the housing of County inmates in the *LCS* facility in Hidalgo County.

We agree that it would be in everyone's best interest for County to exercise its right to renew the contract for an additional one (1) year term.

The contract permits the County to extend the current term by written notice of such intent. This letter is to advise that we will agree to such renewal.

If you would like to proceed on the forgoing basis, please sign the attached copy of this letter where indicated and return it to me in the enclosed envelope.

Should you have any questions or require further information, please feel free to contact the undersigned at the above phone number. Thank you for your assistance in this matter.

Sincerely yours,

By:

Jerry Gottlieb
Chairman of the Board
Jerry@Gottlieb.com

ms

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/11/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh USA Inc.
701 Poydras Street, Suite 4125
neworleans.certrequest@marsh.com
New Orleans, LA 70139

972022-LCS-CAS-12-13

INSURED
LCS Corrections Services, Inc.
Attn: Mr. Richard Harbison
100-D William O. Stutes St.
Lafayette, LA 70506-3011

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Aspen Specialty Insurance Company	10717
INSURER B :	National Union Fire Insurance Co. of PA	19445
INSURER C :	Insurance Company Of The State Of PA	19429
INSURER D :	N/A	N/A
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** HOU-001867443-05 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY**			CRA946F12	12/31/2012	12/31/2013	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ EXCLUDED
							PERSONAL & ADV INJURY	$ 1,000,000
	X SIR $150,000						GENERAL AGGREGATE	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X POLICY PRO-JECT LOC							$
B	**AUTOMOBILE LIABILITY**			CA4576428	12/31/2012	12/31/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			WC006506863	12/31/2012	12/31/2013	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

LCS Corrections Services, Inc.
100 William O. Stutes St.
Lafayette, LA 70506-3011

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
James Laborde

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APPROVED

AI-31387 **7. A.**

CC CONSENT

Meeting Date: 03/13/2012

Submitted For: Martha L Salazar

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to exercise the ninth (9th) year of the additional ten (10) one (1) year term extension as provided in contract for: "Housing of Inmates" for the Hidalgo County Sheriff's Office, under the same current rates, terms and conditions with LCS CORRECTIONS SERVICES, INC. effective: 03/31/12 - 03/30/13.

BACKGROUND

E-11-116-03-28

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 1-1100-423-21-280-002-0-590

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance as of 3-9-12 $966,440.00

Attachments

Extension-(9th Yr)-LCS-HCSO(Housing of Inmates)

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/09/2012 03:08 PM
Budget & Management	Erika Zamora	03/09/2012 03:17 PM
Manuel Chapa	Manuel Chapa	03/09/2012 04:01 PM
Auditor's Office	Monica Badillo	03/09/2012 04:54 PM

Form Started By: Letty Saenz Started On: 03/07/2012 02:34 PM

Final Approval Date: 03/09/2012

AGENDA

CC CONSENT
HIDALGO COUNTY
COMMISSIONERS' COURT MEETING
March 15, 2011
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

NOTICE TO THE PUBLIC
CONSENT AGENDA

The following items are of a routine or administrative nature. The Commissioners' Court has been furnished with background and support on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

1. **Approval of check register and payment of claims and bills** - (Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Bad Check Processing Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.)

approved

2. **2011 Intradepartmental Transfers:**

approved

A. **AI-25643** 2011 - J.P. 3/1 (1100)

B. **AI-25595** 2011 - J.P. 4/2 (1100)

C. **AI-25681** 2011 - County Clerk's Office (1100)

D. **AI-25699** 2011 - District Clerk (1100)

E. **AI-25630** 2011 - Adult Detention Facility (1100)

F. **AI-25642** 2011 - Sheriff's Office Operation Stonegarden (1284)

G. **AI-25697** 2011 - Sheriff's Office (1284)

H. **AI-25679** 2011 - Sheriff's Office (1301)

I. **AI-25696** 2011 - Purchasing Department (1100)

J. **AI-25646** 2011 - Emergency Services (1283)

K. **AI-25698** 2011 - Executive Office (1100)

approximately 575 ft. north of the intersection of State Highway 107 and ValVerde Road.

approved 3. Agua Special Utility District:
a. The 10" PVC waterline will cross Texas Road 1820.0' of Mile 4 Road with a 21" steel casing (bore & install) for the proposed subdivision.

6. Membership Dues:

A. AI-25611 District Clerk:

approved 1. Requesting approval to pay the 2011 Governmental Collectors Association of Texas (GCAT) membership renewal dues in the total amount of $150.00 for Laura Hinojosa, District Clerk, Ana L. De Luna, Collections Specialist and Gina Hernandez, Collections Specialist with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

approved 2. Requesting approval to pay the 2011 Texas District Court Alliance (TDCA) membership dues in the total amount of $50.00 for Laura Hinojosa, with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

approved 3. Requesting approval to pay the 2011 Texas Association of Domestic Relations Office (TADRO) membership dues in the total amount of $25.00 for Laura Hinojosa, with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

B. AI-25624 398th District Court:

approved Approval to pay 2011 membership renewal to the National Association of Women Judges for Judge Aida Salinas Flores in the amount of $200.00 with authority for County Treasurer to issue check after review, audit and processing procedures are complete by County Auditor.

C. AI-25682 Auditor's Office:

approved Requesting approval to pay 2011 membership dues to the Texas Association of County Auditors in the amount of $535.00(through Req#191561) with authority for the County Treasurer to issue the check after review, audit, and processing procedures are completed by the County Auditor.

7. Budget & Management:

A. AI-25648 Telephone Sweep (1100):

approved Approval to transfer General Fund lapsed telephone funds from Various Departments to the Countywide Administration account.

8. Purchasing Department:

A. AI-25626 1. Approval of acceptance of termination notice submitted by Steven J. Zak as

approved provided on page 5 of 9 of contract in connection to Hidalgo County Juvenile Probation Department for "Sex Offender Treatment Provider Services Contract #C-09-035-02-17 (original contract)"; and

approved 2. Authorization to rescind previous action taken by CC on 02/08/11 on the renewal request of final year of Contract #C-09-035-02-17 with Steven J. Zak, inasmuch as the

Buy Board) Texas Association of School Board, (TIPS) The Interlocal Purchasing System, (HCDE) Harris County Department of Education/Choice Facility Partners awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc. with term of authority to purchase from contract detailed herein commencing upon approval and expiring December 31, 2011.;

2. Detention Facility/Jail:

approved

a.Requesting authority to enter into a 36-month new copier (capital) lease through our membership/participation with (TPASS) Texas Procurement and Support Services awarded vendor, Xerox Corporation contract 985-L2 with authorized dealer Dahill through requisition thru the following requistions;

Requisiton	Model	Location	Monthly Lease	Account Number
190513	WC5745	Administration	$221.49	1-1100-423-21-280-002-0-780
190515	WC5745	Records	$221.49	1-1100-423-21-280-002-0-780
190517	WC5745	Infirmary	$221.49	1-1100-423-21-280-002-0-780
190519	WC5745	Kitchen	$221.49	1-1100-423-21-280-002-0-780
190521	WC5745	Releasing Hall	$221.49	1-1100-423-21-280-002-0-780
190523	WC5745	Classifications	$221.49	1-1100-423-21-280-002-0-780
190524	WC3550X	Public Information	$ 71.45	1-1100-423-21-280-002-0-780

3.Sheriffs:

approved

a.Requesting authority to enter into a 36-month new copier (capital) lease through our membership/participation with (TPASS) Texas Procurement and Support Services awarded vendor, Xerox Corporation contract 985-L2 with authorized dealer Dahill through requisition thru the following requistions;

Requisition	Model	Location	Monthly Lease	Account Number
191075	WC5775PT	Central Records	$406.80	1-1100-421-00-280-001-0-780
191349	WC5765	Academy	$340.80	1-1100-421-00-280-001-0-780
191351	WC5765PT	Patrol Squad Room	$340.80	1-1100-421-00-280-001-0-780
191352	WC5745PT	Budget Office	$221.49	1-1100-421-00-280-001-0-780
191353	WC5745PT	Civil & Warrants	$221.49	1-1100-421-00-280-001-0-780
191355	WC5745PT	CID	$221.49	1-1100-421-00-280-001-0-780
191356	WC5745PT	Exetutive Office	$221.49	1-1100-421-00-280-001-0-780

approved

b. Requesting authority to enter into an annual software renewal agreement with AFIX Technologies, Inc. for the Hidalgo County Sheriff's Department through the following requisition #191447 in the total amount of $6,975.00 effective 05/27/2011 - 5/26/2012.

4. Elections:

approved

a. Requesting authority to purchase an ArcGIS Publisher Single Use License with (ESRI) Environmental Systems Research Institution thru our membership/participation with (DIR) Department of Information Resources thru contract # 1637 for the Elections Department through requisition #190361 with one year maintenance effective upon approval.

I. AI-25627

approved

1. Requesting authority to exercise the additional one (1) year term extension/renewal as provided in contract for: "Purchase of Bulletproof Vests (Soft Body Armor)" for the Hidalgo County Sheriff's Office, under the same current rates, terms and conditions with LONE STAR UNIFORMS, INC. effective: 03/24/11 - 03/23/12.

no action

2. Requesting authority to exercise the ninth (9th) year of the additional ten (10) one (1) year term extension as provided in contract for: "Housing of Inmates" for the

Hidalgo County Sheriff's Office, under the same current rates, terms and conditions with LCS CORRECTIONS SERVICES, INC. effective: 03/31/11 - 03/30/12.

approved

3. Requesting authority to exercise the third (3rd) & FINAL year of the additional three (3) one (1) year periods as provided in current contract for: "Service & Maintenance to the Adult Detention Electronic System" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with SECURE CONTROL SYSTEMS, LLC- effective 04/07/11 - 04/06/12.

E-11-116-03-28

LCS CORRECTIONS SERVICES, INC.
2475 ENTERPRISE ROAD, SUITE 300
CLEARWATER, FL 33763
(727) 799-0232 OR (800) 741-0232
FAX (727) 791-8090

March 27, 2011

Hidalgo County, Texas
Attention: Honorable Ramon Garcia
Hidalgo County Administration Building
100 East Cano, 2nd Floor
Edinburg, Texas 78539

IN RE: Contract Renewal

Dear Judge Garcia:

We are pleased to have recently received notification from Leticia H. Saenz, CPPB that Hidalgo County wishes to renew the *Contract for Services* which the County has with *LCS Corrections Services, Inc*. for the housing of County inmates in the *LCS* facility in Hidalgo County.

We agree that it would be in everyone's best interest for County to exercise its right to renew the contract for an additional one (1) year term. Due to increased costs, we would like to propose that the renewal be at an increased per diem rate, as set forth in §4.03, of Forty-five dollars ($45.00). We believe that such an increase is reasonable based on our operating costs, as set forth in §1.02 of the contract. All other terms and conditions of the contract shall remain unchanged. We also agree that in consideration of this increase, we will not propose any further increase for next year's renewal. We further acknowledge that this will be the 8th year of renewals, rather than 9th as appears in some of the documents.

The contract permits the County to extend the current term by written notice of such intent. This letter is to advise that we will agree to such renewal. If you would like to proceed on the forgoing basis, please sign the attached copy of this letter where indicated and return it to me in the enclosed envelope.

Should you have any questions or require further information, please feel free to contact the undersigned at the above phone number. Thank you for your assistance in this matter.

Sincerely yours,

By:

Jerry Gottlieb
Chairman of the Board
Jerry@Gottlaw.com

ms

Leticia Saenz

From: Jerry Gottlieb [JWGottlieb@Frontier.com]
Sent: Friday, March 25, 2011 6:59 AM
To: leticia.saenz@co.hidalgo.tx.us
Cc: 'Michael LeBlanc'; 'Richard Harbison'
Subject: LCS Contract Renewal

Leticia:

This will confirm that we have agreed to renew the current agreement at the per diem rate of $45.00 (representing an increase of $3.00). We have agreed that in consideration of this increase LCS will hold this rate for at least a two year period. We also understand and agree with your computation that this is in fact the 8th year of the agreement rather than the 9th. If you would like to have the Judge's letter revised to reflect these two changes I will be glad to countersign it and return a copy.

Should you have any questions or require further information, please feel free to contact us.

Jerry Gottlieb, Esq.
Chairman of the Board
LCS Corrections Services, Inc.
(727) 791-1977

APPROVED

AI-25904 **19.A.11.**

HCSO-Extension/Renewal-LCS Corrections Services, Inc.-E-10-154-03-23

CC REGULAR

Date: 03/28/2011
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

a. Approval of a correction to the current agreement (w/extension expiration date-3-30-11) between Hidalgo County and LCS Corrections Services, Inc. to reflect that last year's extension would be the seventh (7) of up to ten (10) possible term extensions and not the eighth as reflected on CC records;

b. Requesting authority to exercise the eigth (8th) year of the additional ten (10) one (1) year term extensions with LCS Corrections Services, Inc. as provided in contract for the: "Housing of Inmates" for Hidalgo County through Sheriff's Office, under the negotiated rate of $45.00/diem/inmate for __2____ years with all other terms and conditions remaining the same effective: 03/31/11-03/30/12.

BACKGROUND

Memo approved by HCSO to proceed w/extension on 03/08/11
Letter of negotiations by LCS Corrections Svc Inc.
Contract document w/LCS

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-423-21-280-002-0-590
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available balance as of 3-24-11 $810,664.00

Attachments

Link: 03/08/11-memo apprvd by HCSO-
Link: 03/14/11-Letter from LCS (Increase)
Link: contract document
Link: 2010-Ext-E-10-154-0.-23 w/CC Mins
Link: letter
Link: letter from chief mtz

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/24/2011 03:36 PM	APRV
2	Budget & Management	Erika Zamora	03/24/2011 03:40 PM	APRV
3	Manuel Chapa	Manuel Chapa	03/24/2011 03:50 PM	APRV

March 28, 2011

Nielda Cavazos

AGENDA

CC REGULAR
HIDALGO COUNTY
COMMISSIONERS' COURT MEETING
March 28, 2011
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call** All Present

2. **Pledge of Allegiance**

3. **Prayer** Com Quintanilla

4. **Approval of Consent Agenda** 12 A 13 D, 13 E 3 (all approved subject to correction)

5. **Open Forum**

6. **Executive Officer - Valde Guerra:**

A. approved

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

approved

2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation"

B. **AI-25834** Requesting permission by CASA of Hidalgo County, Inc. to use open forum area of the courthouse for Candlelight Vigil to be held on April 6, 2011 (including the posting of banner and six (6) wooden crosses to represent children who lost their lives)

approved

C. **AI-25870** Tropical Texas Behavioral Health (1100):
Ratification of action taken on 3/21/11 of the following:

approved 1-2

1. Approval of payment to Tropical Texas Behavioral Health for FY 2011 county allocation of required local match in the amount of $578,485.00 in accordance with Texas Health & Safety Code Section 534.066 with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by County Auditor
2. Approval of payment to Tropical Texas Behavioral Health for FY 2011 county allocation match in the amount of $159,333.00 for physicians emergency crisis services - DSHS Contract #2011-03313.002 with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by County Auditor

D. **AI-25888** Palmer Drug Abuse Program:

approved

1. Approval to enter into a services agreement between Hidalgo County and Palmer Drug Abuse Program-McAllen, Inc. (PDAP) to provide substance abuse counseling and education services.
2. Approval of 2011 appropriation of funds for the Drug Abuse Prevention & Rehabilitation fund (1224) in the amount of $2,199.00 to fund the payment to Palmer Drug Abuse Program-McAllen, Inc.

approved

3. Approval to make payment in accordance with services agreement between Hidalgo County and Palmer Drug Abuse Program-McAllen, Inc. in the amount of $2,199.00 with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor

March 28, 2011

March 28, 2011

b. Approval of revised salary schedule.

19. Purchasing Department - Marty Salazar:

Notes:

A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. Hidalgo County

nothing to report

1. Current inter-local(s) and/or contract(s) for the "Housing of Inmates"

nothing to report a-c

2. Presentation for discussion, consideration and action
Including, but not limited to, the following items in connection with New Adult Detention Center:
a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
b) Construction of additional pod(s)
c) Selection and engagement of an architect for the construction of additional pods

nothing to report a-c

3. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
a) Renovations of administration building
b) Other ongoing county owned building construction, renovation repair projects
c) Emergency situations occurring since last agenda meeting

approved

4. AI-25884 Pursuant to an informal request by District Attorney's office, approval to transfer three (3) TV's, from Sheriff's Abandoned and Unclaimed property to the District Attorney's Office for the purpose of courtroom use.

approved a-c

5. AI-25877 a. Discussion and action on recommendation by Purchasing Department to reject proposals received and and approval to re-advertise procurement packet with modifications: such as, awarding the project as a Master Agreement and deciding as to County's preference for a fee structure to coincide with specific project assignment basis through a work authorization format;
b. Designation and assignment of grading committee for project; Purchasing, Yolanda Chapa, Marcos Lopez, Mona Parras, Raul Lozano

approved

6. AI-25851 Selection/Assignment/Designation of Grading Committe to evaluate and score the Statements Of Qualifications received for RFQ NO: 2011-070-03-16-VYG-Arbitrage Calculation Services for Hidalgo County and HC Drainage District No. 1. Audior, Budge Office , Raul Silguero, Purchasing

approved

7. AI-25848 Ratification of the merger notice received from Beck Disaster Recovery Services, Inc.-BDR (awarded vendor for the provision of Consulting-Debris Removal Monitoring And Related Disaster Recovery Services through-HGAC (C-10-230-05-25) with "Science Applications International Corporation-SAIC (also awarded vendor-HGAC) with effective date of said merger December 24, 2010 and will operate as a division of Science Applications International Corporation (SAIC).

approved

8. AI-25843 Recommending award of bid and approval of contract document to a sole participant meeting all specifications and/or requirements as attached hereto for "Hidalgo County-"Striping/Markings for County Roads, County Parking Lots, etc" RFB No. 2011-007-MEG.

approved

9. AI-25839 Recommending award of bid and approval of contract to lowest bidder (multiple vendors) meeting all specifications/requirements attached hereto for Hidalgo County-"Traffic Road Signs and Misc. Equipment" RFB No.: 2011-027-01-12-SGS.

approved

10. AI-25797 Recommending award of bid and approval of contract to sole bidder meeting all specifications/requirements as attached hereto for Hidalgo County-"Welding Supplies and Other

March 28, 2011

March 28, 2011

Misc. Items" RFB No.: 2011-028a-02-02-SGS.

11. AI-25904 a. Approval of a correction to the current agreement (w/extension expiration date-3-30-11) between Hidalgo County and LCS Corrections Services, Inc. to reflect that last year's extension would be the seventh (7) of up to ten (10) possible term extensions and not the eighth as reflected on CC records; approved

b. Requesting authority to exercise the eigth (8th) year of the additional ten (10) one (1) year term extensions with LCS Corrections Services, Inc. as provided in contract for the: "Housing of Inmates" for Hidalgo County through Sheriff's Office, under the negotiated rate of $45.00/diem/inmate for 2 years with all other terms and conditions remaining the same effective: 03/31/11-03/30/12. approved

B. **Sheriff's Office**

1. AI-25893 Appointment/Designation by Commissioner's Court of grading committee to evaluate and score the Proposals received for Hidalgo County Sheriff Department - RFP #2011-019-02-09-YZV"Inmate Pay Telephone System & Services" with Sheriff Dept. request to have three (3) members on said committee and requesting that Purchasing facilitate and supervise process. approved

IT Dept.

20. **Closed Session:**
Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following: 11: 10 am

A. Real Estate Acquisition

B. Cause No. C-3123-03-I; Hidalgo County, Texas v. Landmark Organization, L.P. et al

C. Pending and/or potential litigation

D. AI-25943 CL-09-1958-D; Maria Anita Soliz v. County of Hidalgo

E. AI-25929 CL-09-1306-B; Fernando Elizondo vs. Daniel Rodriguez

F. AI-25868 Civil Action No. 7:09-cv-00316; Alma Sanchez v. Hidalgo County Sheriff's Department & Sheriff Lupe Trevino

21. **Open Session:** 11:39a.m.

A. Real Estate Acquisition and appropriation for same $ 9250.00 approved

B. Cause No. C-3123-03-I; Hidalgo County, Texas v. Landmark Organization, L.P. et al approved

C. Pending and/or potential litigation

D. AI-25944 CL-09-1958-D; Maria Anita Soliz v. County of Hidalgo approved

E. AI-25930 CL-09-1306-B; Fernando Elizondo vs. Daniel Rodriguez approved

F. AI-25869 Civil Action No. 7:09-cv-00316; Alma Sanchez v. Hidalgo County Sheriff's Department & Sheriff Lupe Trevino approved

22. **Closed Session:**
Commissioners' Court may reconvene into Closed Session for the discussion regarding the agenda items listed

23. **Open Session:**
Commissioners' Court may reconvene into Open Session for the discussion regarding the agenda items listed

24. **Adjourn**

March 28, 2011

4 Auditor's Office 03/25/2011 07:32 AM NEW
Form Started By: Letty Saenz Started On: 03/23/2011 10:00 AM
Final Approval Date: 03/25/2011

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/23/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh USA Inc.
601 Poydras Street, Suite 1850
New Orleans, LA 70130-6031

972022-LCS-CAS-10-11

RECEIVED JAN 06 2011 BY

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #:

INSURED
LCS Corrections Services, Inc.
100-D William O. Stutes St.
Lafayette, LA 70506-3011

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Ironshore Specialty Ins. Company	25445
INSURER B :	N/A	N/A
INSURER C :	New Hampshire Insurance Company	23841
INSURER D :	National Union Fire Insurance Co. of PA	19445
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** HOU-001631617-06 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			000882801	12/31/2010	12/31/2011	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ EXCLUDED
							PERSONAL & ADV INJURY	$ 1,000,000
	X SIR $150,000						GENERAL AGGREGATE	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
	X POLICY PRO-JECT LOC							$
D	AUTOMOBILE LIABILITY			CA4576428	12/31/2010	12/31/2011	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS							$
A	X UMBRELLA LIAB X OCCUR			000882901	12/31/2010	12/31/2011	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DEDUCTIBLE							$
	X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N	N / A		WC006506863	12/31/2010	12/31/2011	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Health Care			000073600	12/31/2010	12/31/2011	Aggregate Limit	2,000,000
	Professional Liability						Each Medical Incident	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidalgo County Purchasing Dept.
Attn: Leticia Saenz
2802 South Business Hwy. 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
James Laborde James F. Laborde

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ADDITIONAL INFORMATION

HOU-001631617-06

DATE (MM/DD/YY)
12/23/2010

PRODUCER
Marsh USA Inc.
601 Poydras Street, Suite 1850
New Orleans, LA 70130-6031

972022-LCS-CAS-10-11

INSURERS AFFORDING COVERAGE | **NAIC #**

INSURED
LCS Corrections Services, Inc.
100-D William O. Stutes St.
Lafayette, LA 70506-3011

INSURER G:	
INSURER H:	
INSURER I:	
INSURER J:	

TEXT

Other
Limits
SIR : 150,000

CERTIFICATE HOLDER

Hidalgo County Purchasing Dept.
Attn: Leticia Saenz
2802 South Business Hwy. 281
Edinburg, TX 78539

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
James Laborde

James F. Laborde

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONTRACT FOR SERVICES

This Agreement for Services (the "Agreement") is made and entered into by and between *HIDALGO COUNTY, TEXAS* (the "County"), a Texas political subdivision, and *LCS - HIDALGO, LLC.* (the "Contractor"), a Nevada limited liability company, effective as of the 29th day of January 2002.

WHEREAS, the County advertised a request for proposals and bids for the housing, management, supervision and care of County inmates as it deems necessary on "an as needed basis" incarcerated or to be incarcerated by the County (the "inmates");

WHEREAS, pursuant to the request for proposals and bids issued and advertised by the County, the Contractor timely submitted a proposal and bid in compliance with the County's advertisement and requirements;

WHEREAS, the Contractor's proposal and bid was found by the Commissioners Court of Hidalgo County to be beneficial and in the best interests of the public safety and welfare of the citizens of the County, and the best proposal and bid received by the County;

WHEREAS, contracting for the housing of inmates at a facility within the County, within the City of La Villa, will produce material benefits, efficiencies and savings for the County;

WHEREAS, the Sheriff of Hidalgo County, Texas (the "Sheriff") recommended the County advertise for proposals and bids for the housing and confinement of inmates as it deems necessary on "an as needed basis", and has recommended and requested the Commissioners Court to approve this Agreement; and

WHEREAS, the County and the Contractor desire to enter into the Agreement for the Contractor to provide housing and care for certain inmates incarcerated or to be incarcerated by the County;

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

ARTICLE ONE
TERM AND TERMINATION OF AGREEMENT

Section 1.01. **Term of Agreement.** This Agreement shall be and become effective upon the execution by the County and the Contractor, and, subject to all the terms and provisions hereof, the initial term of this Agreement shall begin on the effective date. The initial term of this Agreement shall be for two (2) years (the "Term"). Thereafter, the County shall have the option to extend this Agreement annually as provided in Section 1.02.

Section 1.02. **Renewal and Extension.** For a period of up to ten (10) years after the expiration of the Term, the County may, in its sole discretion, extend this Agreement for successive one-year terms, if permitted by then-applicable purchasing laws and regulations. In the event the County elects to extend this Agreement beyond the Term under Section 1.01, the County shall notify the Corporation, in writing, of its desire to so extend this Agreement, no later than sixty (60) days following the end of County's fiscal year occurring during the Term, or the then-applicable extension term under this Section 1.02. The continuing option of the County to extend this Agreement annually shall be subject to the right of the Contractor to negotiate reasonable increases in the per diem rates, based upon increases in its detention facility and operating costs.

Section 1.03. **Termination.** Notwithstanding anything to the contrary herein, County may terminate this Agreement without cause on thirty (30) days written notice.

ARTICLE TWO
SPECIFICATION OF FACILITY AND LOCATION

The housing, confinement and detention services described in this Agreement will be provided at the *East Hidalgo Detention Center*, 1300 N. Hwy. 107, La Villa, Hidalgo County, Texas (the "facility"), save and except as necessary for the Contractor to provide the transportation, required off-site medical services and similar services specified in this Agreement to be provided by the Contractor.

ARTICLE THREE
OPERATION OF THE FACILITY

Section 3.01. **Minimum Conditions of Confinement.** The Contractor shall operate, manage, supervise and maintain the facility, and provide for the secure custody, care and safekeeping of inmates of the County at the facility, in accordance with state and local law, including the minimum regulations and standards promulgated by the *Texas Commission on Jail Standards* (the "TCJS") and this Agreement; provided that the level and the quality of services provided

by the Contractor pursuant to this Agreement shall meet or exceed the minimum regulations and standards promulgated by the TCJS. The Contractor shall further provide housing, care, meals and routine medical services for such inmates that are at least equal to the level and quality of such services the County provides to its own inmates confined in its own jail, subject to the terms and conditions of this Agreement. In addition to such regulations and standards, the minimum conditions of confinement during the entire period of this Agreement are:

(a) Staffing shall be provided 24 hours per day to supervise inmates.

(b) Three (3) meals (including two hot meals) shall be provided per day for County inmates. The meals must meet the nationally recommended dietary allowances published by the *National Academy of Sciences*.

(c) Emergency medical care will be provided for the inmates twenty-four (24) hours per day.

(d) The Contractor will maintain automatic smoke and fire detection and alarm systems, and shall maintain written policies, procedures and practices regarding fire and other safety emergency standards.

(e) The Contractor will maintain a water supply that is certified to be in compliance with applicable laws and regulations, and the Contractor will maintain a waste disposal program.

Section 3.02. Applicable Standards. The Contractor shall operate and maintain the facility in accordance with all applicable regulations and standards of the TCJS and this Agreement, and/or the variances granted by the TCJS and/or the Sheriff. The physical facility, and the combined services and programs, will meet or exceed the requirements of the TCJS.

Section 3.03. Physical Plant. The physical plant will meet or exceed the requirements of the TCJS and the Contractor shall maintain the plant in compliance with all applicable codes, including, but not limited to, the *National Electric Code*, *Uniform Plumbing Code*, *Uniform Mechanical Code*, *National Fire Protection Association Life Safety Code 101*, and local zoning ordinances applicable to the facility. The Contractor shall provide written documentation of compliance with these codes upon the request of the County.

Section 3.04. Food Services. The Contractor will provide food and beverage services in compliance with all the applicable regulations and standards, sanitation and health codes, with menus (planned and reviewed in advance by a registered dietitian or physician) that meet the nationally recommended dietary allowances published by the *National Academy of*

Sciences. The Contractor will provide two (2) hot meals daily, and one (1) other daily meal that need not be hot, with no more than 14 hours elapsed between meals. Special diets shall be available to inmates as prescribed by appropriate medical or dental personnel, and where inmates' religious beliefs require the adherence to universally recognized religious dietary laws.

Section 3.05. Laundry Services. The Contractor shall provide laundry facilities and services to inmates, and be responsible for the issuance of clean clothing, linen, bath and hand towels, when each inmate arrives at the facility. Laundering of linens and clothing shall be in accordance with the Contractor's policies and procedures. Pillows and mattresses shall be sanitized with chemicals approved by the *Texas Department of Health* (the "TDH") for sanitizing bedding, before being reissued to a newly received inmate.

Section 3.06. Transportation. The Contractor agrees to provide transportation of inmates of the County to and from the County's jail and courthouse and the Contractor's facility and if required from the Contractor's facility to *Texas Department of Criminal Justice-ID* (the "TDCJ-ID") at no additional cost to the County. The Contractor also agrees to provide transportation of the County's inmates from other sites in the State (where the County inmates are currently located) to the Contractor's facility at no additional cost to the County. In the event the County requires the Contractor to provide transportation to sites other than specified above, the County will reimburse the Contractor for transportation costs at a mutually agreeable rate per mile or per trip. Such services shall be performed and provided in compliance with the following:

(a) Transportation and escort guard services will be performed, pursuant to policies, procedures and practices established by the Contractor, by armed qualified officers employed by the Contractor, and the Contractor will implement such practices as may be requested by the Sheriff (as used in this Agreement the term Sheriff shall include his authorized deputies, representatives and agents) to enhance specific requirements for security, monitoring, and contraband control;

(b) Upon arrival at the Courthouse, jail facility or TDCJ-ID, transportation and escort guards will turn inmates over to a Deputy Sheriff or authorized agent, only upon presentation by such Deputy or authorized agent of proper law enforcement credentials;

(c) The Contractor will transport inmates to any Courthouse or designated jail facility upon a specific request from the Sheriff who will designate the inmate, the Courthouse or jail facility, and the date the inmate is to be transported;

(d) Each inmate will be restrained in hand cuffs, waist chains and leg irons during transportation.

(e) The Contractor will continue to be liable for the actions of its employees while they are transporting inmates on behalf of the Sheriff. Workers' compensation shall be provided for the Contractor's employees while on duty, including while they are providing transport services.

(f) The Contractor agrees to and shall hold harmless and indemnify the County and the Sheriff and their officials, in their official and individual capacities, from any liability, including third party liability or workers' compensation claims, arising from the conduct of the Contractor's employees during the course of the transportation of inmates on behalf of the Sheriff pursuant to the terms of this Agreement.

(g) The Contractor will provide other transportation for inmates as determined necessary and as agreed upon with the Sheriff.

Section 3.07. Medical Guidelines and Reporting. The Contractor will comply with *Texas Health and Safety Code*, Sections 85.112, 85.113 and 85.114.

(a) The Contractor will, prior to accepting any of County's inmates, develop workplace guidelines that address HIV policies, confidentially, and employee/inmate education programs. The guidelines shall, at a minimum, incorporate the *model workplace guidelines* developed by the TDH. The Contractor shall maintain the written policies and guidelines at the facility.

(b) The Contractor will, prior to accepting any of County's inmates, develop confidentiality guidelines regarding AIDS and HIV medical information for employees and inmates. These policies shall be consistent with guidelines published by the TDH and with state and federal laws and regulations.

Section 3.08. Health Services. The Contractor shall provide access to basic health care needs by the inmates, who will not be charged and shall not be required by the Contractor to pay their own medical expenses. Medical and basic health care services shall comply with the following provisions:

(a) The per diem rate as set forth in section 4.03 below, covers only routine medical services such as: on-site sick call (when provided by on-site staff), nonprescription (over-the counter/non-legend) and routine drugs and medical supplies. The per diem rate does not cover medical/health care services provided outside of the facility or by other than facility staff, prescription drugs or treatments, or surgical, optical, dental care and does not include the costs associated with any hospitalization of an inmate. The County shall pay the Contractor an amount equal to the amount the Contractor is required to expend

for medical services other than those routine medical services provided for under the per diem rate. When it becomes necessary for an inmate to be hospitalized, the Contractor shall contact the County, through the Sheriff or his designated representative, as soon as possible (and prior to admission unless the inmate is suffering from a life-threatening condition) to inform the County 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.

(b) State certification and licensing requirements shall apply to all health care personnel responsible for dispensing medical services to inmates. The Contractor shall provide and certify all direct care employees in standard first aid procedures and cardiopulmonary resuscitation (CPR).

(c) The Contractor shall have sufficient first aid supplies and equipment adequately maintained at all times to support the overall medical treatment requirements of the assigned inmate population. Medical first aid supplies shall be maintained in accordance with prescribed standards recognized or approved by a licensed, recognized health authority, which possess the expertise to evaluate, assess, and determine the potential need or conditions of the required first aid supplies and equipment. The Contractor shall implement a system of inventory management to ensure that first aid equipment and supplies are adequately replaced and replenished.

(d) All costs associated with hospital or health care services provided outside the facility will be paid directly by the County, or promptly reimbursed to the Contractor. In the event that a contract with a medical facility/physician exists which allows the Contractor to receive discounted rates, the inmates' services shall be charged at that rate.

(e) The Contractor shall notify the Sheriff as soon as possible of all emergency medical cases requiring removal of an inmate from the facility and to obtain prior authorization for removal for all other medical services required.

(f) When an inmate is being transferred to another County facility, he/she will (as applicable) be provided with all of his/her remaining prescription medication (if any) that is being held at the facility.

(g) Medical records will always travel with inmates being transferred to another County facility. It shall be the Contractor's responsibility to obtain and maintain such records for each inmate.

(h) Subject to the following paragraph (i), the Contractor will submit invoices for such medical services along with its regular monthly billings for detention services, and such invoices shall be paid on the same terms as the regular monthly billings.

(i) 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 $2,000, the Contractor has the right to arrange for the hospital or health care provider to bill the County directly for the costs of the hospitalization and/or medical care, rather than the Contractor paying the costs and billing the same to the County. If the hospital or health care provider refuses to bill the County directly, the County shall reimburse the Contractor for such costs within thirty (30) business days of receipt of an invoice from the Contractor thereof, which invoice may be delivered personally, by facsimile, by mail or by other reliable courier.

(j) The County will provide the Contractor with medical information for all inmates sought to be transferred to the Contractor's facility under this Agreement, including information regarding any special medication, diet or exercise regimen applicable to each inmate.

(k) The Contractor is not required to accept or to retain any inmate who is suffering from a chronic or terminal disease or condition, and the County agrees to accept the return of any such inmate upon delivery to its jail or other agreed upon detention or health care facility by the Contractor.

Section 3.09. Recreation and Exercise. The Contractor shall provide adequate physical exercise facilities, equipment, and supplies for a recreation program that meets all applicable regulations and standards of the TCJS.

Section 3.10. Visitation. The Contractor shall provide adequate space for family visitation which area shall include furniture, equipment, and supervision necessary to implement a visitation program that meets all applicable regulations and standards of the TCJS.

Section 3.11. Safety Requirements. The Contractor shall operate and maintain the facility in compliance with all applicable codes. Such operation and maintenance shall comply with the terms and provisions of this Agreement and the applicable regulations and standards of the TCJS. The Contractor shall further maintain the facility, adopt and establish safety plans and provide safety reports as follows:

(a) The facility shall be maintained in compliance with all applicable codes, including, but not limited to, the *National Fire Protection Life Safety Code 101*, the *National Electric Code*, *Uniform Plumbing Code*, *Uniform Mechanical Code*, local ordinances, and all applicable regulations and standards of the TCJS, relative to safety.

(b) The Contractor will establish an emergency fire plan and written procedures for the safe evacuation of inmates and staff. Each new inmate shall be briefed on evacuation procedures during admission. Written emergency fire exit plans shall be posted in all major meeting rooms, dining rooms, hallways,

and living areas.

(c) The Contractor shall complete an injury report as provided in the event that any injury to an inmate results in one (1) full day's loss of work or programmatic activity, and/or that results in medical treatment, provided that first aid treatment shall not be deemed medical treatment. The Contractor shall complete an injury report and shall forward it to the Sheriff's designated representative within 24 hours of the injury.

Section 3.12. Inmate Correspondence. The Contractor shall handle inmate correspondence in accordance with all applicable regulations and standards of the TCJS.

Section 3.13. Inmate Funds. The Contractor shall have written policies and procedures governing the operations of any fund established for the inmates. These funds shall be held by the Contractor and shall be controlled consistent with generally accepted accounting principles.

Section 3.14. Religious Services. The Contractor shall cause religious services to be conducted for inmates in accordance with all applicable regulations and standards of the TCJS. Participation in religious services shall be voluntary for all inmates.

Section 3.15. Security. The Contractor shall provide adequate security with respect to the inmates in accordance with all requirements of this Agreement and all applicable regulations and standards of the TCJS. As part of such security program, the Contractor will comply with the following census and reporting requirements:

(a) The Contractor will develop, implement and document a daily system for physically counting all inmates in the facility, assuring strict accountability for inmates and that at least one (1) inmate count occurs per shift.

(b) The Contractor will notify the Sheriff immediately whenever an inmate is involved in an escape, attempted escape, or conspiracy to escape from the facility.

Section 3.16. Programs. The Contractor shall provide programming to meet the needs of the inmate population as requested by the Sheriff. Programs may include but not be limited to educational, counseling, substance abuse education, and case management. The per diem rate set forth in Section 4.03 below, only covers basic custodial care and supervision and does not include any special educational, vocational or other programs. The parties may agree by a written amendment to this Agreement, or by separate agreement, for the provision of special programs on terms mutually agreed to by the parties. The

Contractor may, at no cost to the County and not inconsistent with the applicable regulations and standards of the TCJS and the purposes of this Agreement, provide special programs for the inmates, and permit or require selected inmates to participate in selected programs provided in other segments of the facility.

Section 3.17. Receiving and Discharging. The Contractor agrees to accept and release inmates only to authorized persons, in compliance with the following:

(a) The Contractor shall accept inmates presented by the Sheriff, only upon presentation by the officer of proper law enforcement credentials.

(b) The Contractor agrees to release inmates only to law enforcement officers of agencies authorized by the Sheriff or to a Deputy Sheriff. Those inmates who are remanded to custody by the Sheriff may only be released to the Sheriff, or an agent specified by the Sheriff.

(c) Inmates may not be released from the facility or placed in the custody of any federal, state or local official other than the Sheriff for any reason except for medical emergency situations, a court order, or authorization by the Sheriff.

Section 3.18. Disciplinary Procedures. The Contractor shall establish written "Disciplinary Procedures", to include the processing of violations and graduated sanctions that may be imposed. Each inmate shall be informed of the disciplinary procedures and provided with a copy of the same upon admission. The Contractor shall maintain a master file of all discipline reports and actions taken, and shall provide the Sheriff with a copy of each report in the event an inmate commits a violation.

Section 3.19. Grievance Procedures. The Contractor shall establish written grievance procedures, which procedures shall be provided to all inmates upon admission. At a minimum, the procedures shall utilize a two-step process and shall conform to the applicable regulations and standards of the TCJS. The Contractor shall maintain a master file of all grievances filed and the actions taken.

Section 3.20. Use of Force. The Contractor shall establish written procedures governing the use of force against inmates. These procedures shall conform to all of the applicable regulations and standards of the TCJS. The Contractor shall maintain a master file of all incidents that occur.

Section 3.21. Inspection and Technical Assistance. The Contractor agrees to periodic inspections of the facility by the Sheriff. Findings of the inspection will be shared with the Contractor in order to promote improvements to facility operations, conditions of confinement and service levels.

Section 3.22. **Access to Books and Records.** The Contractor agrees to maintain and make available for inspection, audit or reproduction by the County, the TCJS and/or their employees, attorneys, agents and/or independent auditors, all books, documents and other records pertaining to the services provided hereunder, and/or to the sums billed to the County by the Contractor. Such records shall be maintained by the Contractor for at least three (3) years following termination of this Agreement, and thereafter until any pending audit or litigation and all questions arising there from and involving this Agreement or such records has been finally resolved.

ARTICLE IV
COUNTY'S RIGHT TO HOUSE INMATES AND PAYMENT

Section 4.01. **County's Right to House Inmates.** The County may house up to four hundred fifty-six (456) County inmates in the facility at any time during the Term of this Agreement on a space available basis, and agrees to pay the per diem rate specified in Section 4.03 below for the housing and care of such inmates, and the detention services to be provided by the Contractor pursuant to this Agreement. The foregoing notwithstanding, the County shall only be required to pay for inmates actually housed at the facility. The term "County inmates" as used herein includes only inmates being held by the County, or sentenced by courts of the County, or being held in the County by reason of their residence in the County; it does not, however, include inmates coming from other counties, states or federal jurisdictions or agencies.

Section 4.02. **Scheduling of Usage.** The Contractor and the Sheriff shall develop a mutually agreeable schedule for the assignment of inmates to the facility during the Term of this Agreement, and any extensions thereof. The Sheriff may, at his discretion and subject to section 4.01 above, assign as many inmates to the facility on "an as needed basis", as he shall determine without special arrangement or notice, and the Contractor shall accept, house and provide services to such inmates pursuant to this Agreement.

Section 4.03. **Per Diem Rate.** The per diem rate for the actual housing and care of County inmates on "an as needed basis" and related detention and transportation services specified in this Agreement is Thirty-six and 25/100 dollars ($36.25) per inmate per day. A portion of any day shall count as an inmate day under this Agreement; however, the County shall be billed for the day of arrival, but not for the day of departure for any inmate. If the County elects to house inmates from other counties, states or federal jurisdictions or agencies ("non-county inmates"), then the per diem rate for such non-county inmates shall be the greater of the foregoing per diem rate of $36.25 or ninety-eight percent (98%) of the actual per diem fee allowed and paid to the County by such other counties, states or federal jurisdictions or agencies for the housing and care of such non-county inmates. In the event that the County chooses to

house any non-county inmates in the facility, the County shall be solely responsible for billing and collecting from such counties, states or federal jurisdictions or agencies, and the Contractor shall be entitled to bill the County and be paid for the housing and care of such non-county inmates in accordance with the procedures set forth in Section 4.04 below. If the Contractor is required to transport any such non-county inmates, then in addition to the fee for housing and caring for such non-county inmates as set forth above, the County shall pay to LCS, the same amount of transportation fees that the County is permitted to bill and collect from the counties, states or federal agencies responsible for those prisoners, if any.

Section 4.04. **Billing Procedure.** The Contractor shall submit an itemized invoice for the services provided hereunder (together with an invoice for any reimbursable medical expenses as set forth in Section 3.08(h) above) each month to the County, in arrears. Invoices will be submitted to the SHERIFF of the County designated to receive the same on behalf of the County. The County shall make payments to the Contractor within thirty (30) days after receipt of the invoice. Payment shall be made payable to "*LCS - Hidalgo, LLC.*" and shall be delivered to the Contractor at the address set forth in section 6.04 below.

Amounts that are not timely 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 to the County. The County further agrees that the Contractor shall be entitled to recover its reasonable and necessary attorneys fees and costs incurred in collection of amounts due under this Agreement.

Section 4.05. **Regulation of Maximum Occupancy.** Nothing herein shall create any obligation upon the Contractor to house the County's inmates where the housing of said inmates will raise the population of the facility above the permissible number of inmates allowed by law, or will create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of the inmates at the facility. At any time that the Contractor determines that a condition exists at the facility necessitating the removal of any of the inmates, or any specified number thereof, the Contractor shall following at least eight (8) hours prior notice to the Sheriff (unless a different deadline is agreed to by the parties) return said inmate, to the County or to the TDCJ-ID.

Section 4.06. **Inmate Eligibility.** The only inmates eligible for incarceration in the facility pursuant to this Agreement are adult male inmates that are classified in accordance with the custody level of the facility in accordance with the applicable regulations and standards of the TCJS and meeting the classification requirements for the facility beds as described in the

TCJS Manual, Chapter 271, "Objective Jail Classification Manual."

All inmates proposed by the County to be transferred to the facility under this Agreement must meet the eligibility requirements set forth above. Inmates shall not (1) have a history of escape or attempted escape from custody; (2) be in need of psychiatric care or have a history of mental illness; and (3) shall not require chronic health care (to include but not limited to those inmates known by the County to have an unstable cardiac condition, those requiring renal dialysis, those known to have an infectious disease, those known to be HIV positive or diagnosed as having Acquired Immune Deficiency Syndrome (AIDS), those known to have unresolved orthopedic problems and those known to be unstable diabetics).

Prior to the Contractor receiving inmates for transportation the facility, the County shall furnish the following: (1) complete information and documentation relating to the inmate's case history; (2) all of the inmate's records concerning classification, including conduct records; (3) medical and clinical records, including certification of tuberculosis screening or treatment; and (4) any information necessary to advise the Contractor in regard to any special medication, diet or special exercise regimen requirements applicable to each prospective inmate.

Section 4.07. **Continuing Reservation Regarding Inmates.** The Contractor reserves the right for its designated representative to review the background of all inmates sought to be transferred to the facility, and the County shall cooperate with and provide information requested regarding any inmate by the Contractor. The Contractor reserves the right to refuse, for good cause, acceptance of any inmate. Likewise, if any inmate's behavior, medical or psychological condition, or other circumstance of reasonable concern to the Contractor makes that inmate unacceptable for continued incarceration in the facility in the opinion of the Contractor, the Contractor shall following at least eight (8) hours prior notice to the Sheriff (unless a different deadline is agreed to by the parties) return said inmate, to the County or to the TDCJ-ID. Inmates may also be removed from the facility when their classification changes for any purpose, including long-term medical segregation.

Section 4.08. **Inmate Sentences.** The Contractor shall not be in charge of, or responsible for, the computation or processing of inmates' time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. All such computations and record keeping shall continue to be the responsibility of the County. It shall be the responsibility of the County to notify the Contractor of any discharge date for an inmate at least ten (10) days before such date. The Contractor will release inmates of the County only when such release is specifically requested in writing by the Sheriff.

However, it is agreed that the preferred and usual course of dealing between the parties shall be for the Contractor to transport and return inmates to the County shortly before their discharge date, and for the County to discharge the inmate from its own facility. The County accepts the responsibility for the calculations and determinations set forth above and for giving the Contractor notice of the same, and shall indemnify and hold the Contractor harmless for all liability or expenses of any kind arising there from. The County is responsible for all paperwork and arrangements for inmates to be transferred to the TDCJ-ID.

ARTICLE V.
INSURANCE AND INDEMNIFICATION

Section 5.01. Indemnification. The Contractor hereby agrees to indemnify and hold the County and its agents, officers and employees harmless from all costs, claims, expenses, and liabilities (including attorney's fees) whatsoever that may be incurred by the County, its agents, officers or employees, arising from any and all acts done or omitted to be done by the Contractor, or the employees, agents, subcontractors or assigns, in connection with the operation of the facility or the provision of services by the Contractor pursuant to this Agreement, and from any and all claims or causes of action that may be brought by any third party by reason of or pursuant to this Agreement; provided that this section shall not be construed as creating any right, cause of action, or claim of waiver or estoppels for or on behalf of any third party nor shall it be construed as a waiver or modification of the availability of the defense of governmental immunity or any other legal defense available to either the Contractor or the County.

Section 5.02. Contractor to Provide Defense. In case any action or proceeding is brought against the County regarding any claim or matter referenced in the foregoing section, the County shall provide immediate notice to the Contractor and the Contractor shall defend against such action by counsel reasonably satisfactory to the County, unless such action or proceeding is defended against by counsel for any carrier of liability insurance provided for herein. The aforementioned indemnification shall not be affected by a claim that negligence of the County or its respective agents, employees, or licensees contributed in part to the loss or damage indemnified against. The County shall have the right to utilize separate counsel to participate in the investigation and defense of any such claims, the fees and expenses of such counsel shall be paid by the County unless the employment of such counsel has been previously authorized in writing by the Contractor.

Section 5.03. Waiver and Releases. Neither the Contractor nor the County shall waive, release, or otherwise forfeit any possible defense that the Contractor or the County may have regarding any claim arising from or made in connection with the operation of the facility by the Contractor, without the written

consent of the other party to this Agreement; provided that the Contractor shall have authority to compromise and settle any claim for monetary consideration only, for which the Contractor is indemnifying the County. The County and the Contractor shall preserve all such available defenses and cooperate with each other to make such defenses available for each other's benefit to the maximum extent allowed by law, including any defenses the County may have regarding litigation, losses, and costs resulting from claims or litigation pending at the time this Agreement becomes effective or arising thereafter from occurrences prior to the effective date of this Agreement.

Section 5.05. Insurance. The Contractor shall secure and maintain in effect, or shall cause to be secured and maintained, an insurance policy or policies providing (i) coverage against all claims arising from services performed under this Agreement; and (ii) coverage to protect the County from actions by third parties against the Contractor as a result of this Agreement. The insurance policy, or policies, required by this section shall be for not less than any limits of liability specified herein, or required by law, whichever is greater, and shall include coverage for liabilities assumed by this Agreement, as applicable to the obligations of the Contractor hereunder. The County shall be named as an additional insured on each such insurance policy.

Section 5.06. Additional Insurance. The Contractor shall continuously maintain such accident, general liability, worker's compensation, and automobile insurance, as required by law, to include protecting the Contractor, its officers, employees, and agents from and against any and all liability caused by or arising out of any aspect of the operation of the facility and the furnishing of services pursuant to this Agreement, including the payment of damages and attorney's fees. The Contractor shall provide proof of insurance coverage to the County upon request.

Section 5.07. Coverage Amounts. The general liability and automotive insurance and coverage shall be maintained in an amount that is not less than $1,000,000 per occurrence and $2,000,000 general aggregate. The Contractor shall further maintain statutory worker's compensation insurance in not less than the statutory amounts.

ARTICLE VI.
GENERAL PROVISIONS

Section 6.01. County Liability. To the extent permitted by applicable law, the County shall be fully responsible and liable for all suits, claims, damages, losses, or expenses, including reasonable attorney's fees, arising out of the County performance or nonperformance of the services and duties herein stated in regard to duties herein assigned to the County, and specifically excluding the actual transportation or incarceration of inmates by the Contractor.

The County retains full liability for each inmate until that inmate has been received by the Contractor at the County's facility for transportation, holding and incarceration by the Contractor, and again after the Contractor has returned and delivered the inmate back to the County.

Section 6.02. **Contractor Liability**. The Contractor shall be fully responsible and liable for all suits, claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of the Contractor's performance or nonperformance of the services and duties herein stated, in regard to the actual transportation, holding and incarceration of inmates by the Contractor.

Section 6.03. **Binding Agreement**. This Agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives in accordance with and subject to all the terms and conditions hereof.

Section 6.04. **Notices.** All notices, demands, payments and other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following addresses:

To the Contractor: ***LCS - HIDALGO, LLC.***

147 Easy Street
Lafayette, LA 70506

with a copy to: ***GOTTLIEB & GOTTLIEB, P.A.***
2475 Enterprise Road, Ste. 100
Clearwater, FL 33763

To the County: ***HIDALGO COUNTY, TEXAS***
Attention: Judge José Eloy Pulido
Hidalgo County Administration Building
100 East Cano, 2nd Floor
Edinburg, Texas 78539

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.

Section 6.06. **Amendment**. 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 Commissioners Court of the County.

Section 6.07. **Prior Agreements.** Except as expressly provided in this Section, this agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein, and no prior agreement or understanding pertaining to any such matter shall be effective. The preceding sentence to the contrary notwithstanding, the provisions of County's Request for Proposals Issued January 07, 2002, (Proposal No. 2002-024-01-23) (the "Proposal") consisting of 160 consecutively numbered pages (save and except pages 147-160, inclusive) and Contractor's response dated January 18, 2002 (the "Response") are incorporated herein by reference. Unless expressly indicated to the contrary in this Agreement, and in the event of a conflict between or among this Agreement and the Proposal and Response, the terms and conditions of the Proposal shall govern. The representations and warranties of the Contractor as contained in the Response are hereby reaffirmed by the Contractor as of the date of this Agreement.

Section 6.08. **Funding Sources.** The County represents that it has current funds available sufficient to meet its obligations pursuant to this Agreement through the remainder of this fiscal year, and the signature of the County's Auditor below certifies that there are sufficient funds from current revenues available to the County to meet its obligations under this Agreement.

Section 6.09. **Non-Appropriation of Funds.** Notwithstanding anything contained in this Agreement to the contrary, all the financial obligations of the County pursuant to this Agreement are subject to appropriations, and, in the event no funds or insufficient funds are appropriated or budgeted therefore, or that current funds are otherwise unavailable in any fiscal period for the payment of the per diem fees, expenses, defenses and amounts due to be paid by the County to the Contractor pursuant to this Agreement, the County will immediately notify the Contractor or its assignee of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to the portions of the payments and funds herein agreed upon for which funds shall have been so appropriated or budgeted or are otherwise lawfully available. The County further agrees that, after giving notice of such termination, the County shall withdraw all inmates from the facility on the last day for which sufficient funds are available to the County to pay the per diem amounts and fees due to the Contractor pursuant to this Agreement. Notwithstanding the foregoing, and to the extent permitted by law, the County agrees that it will not cancel this Agreement under the provisions of this Section for any fiscal year in which funds are appropriated to it, or by it, for the intended purpose of paying the per diem fees and amounts due to be paid by the County pursuant to this Agreement.

Section 6.10. Assignment. The Contractor may assign the revenues and payments payable by the County pursuant to this Agreement. The Contractor may assign its rights, title and interest in and to this Agreement and any documents executed with respect to this Agreement and/or grant or assign a security interest in this Agreement. Any such assignees shall have all of the rights of the Contractor under this Agreement. Subject to the foregoing, this Agreement inures to the benefit of and is binding upon the successors and assigns of the parties hereto. The County covenants and agrees not to assert against the assignees any claims or defenses by way of abatement, set-off, counterclaim, recoupment or the like which the County may have against the Contractor. Upon assignment of the Contractor's interests herein, the Contractor will cause written notice of such assignment to be sent to the County which will be sufficient if it discloses the name of the assignee and address to which further payments hereunder should be made.

Section 6.11. Section Headings. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

Section 6.12. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Texas. Venue shall lie exclusively in Hidalgo County, Texas.

Section 6.13. Severability. In the event any one or more of the sections, provisions or clauses contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

Section 6.14. Counterparts. This Agreement may be executed in duplicate original counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one in the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective duly authorized representatives on this the 29 day of January 2002.

LCS - HIDALGO, LLC.

By: _____
PATRICK L. LEBLANC, PRESIDENT
LCS Corrections Services, Inc.
the sole managing member.

WITNESSES:

_____
_____
[Dianne Roger]

[Katherine Blackburn]

HIDALGO COUNTY, TEXAS

By: _____
JOSE ELOY PULIDO
Hidalgo County Judge

Date:

ATTEST:

_____
JUAN D. SALINAS,
Hidalgo County Clerk

Date: 1/31/02

_____
ANTONIO SANDOVAL,
Hidalgo County Auditor

Date:

APPROVED:

_____
ENRIQUE (HENRY) ESCALON,
Hidalgo County Sheriff

Date: