

STATE OF TEXAS §

COUNTY OF DUVAL §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN DUVAL COUNTY,
TEXAS AND THE COUNTY OF HIDALGO COUNTY, TEXAS**

This agreement is made on this the ____ day of _____, 2015, by and between **COUNTY of DUVAL**, a political subdivision of the state of Texas, hereinafter referred to as **DUVAL COUNTY** and **HIDALGO COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "**CONTRACTOR**", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows.

WHEREAS, **DUVAL COUNTY** operates the **Judge Ricardo H. Garcia Regional Juvenile Detention Facility** as a certified juvenile detention facility as described in Section 51.12(a) (3) of the Texas Family Code for housing of Juvenile Offenders who are:

- A. Over the age of 10 years and under the age of 17 years; or,
- B. Seventeen years of age or older under 18 years of age who are alleged or found to have engaged in Delinquent Conduct or conduct indicating a need for supervision as a result of acts committed before becoming 17 years of age.

WHEREAS, the **Judge Ricardo H. Garcia Regional Juvenile Detention Facility** is designed to be a certified juvenile facility as defined by Article 52.12(a)(3) of the Texas Family Code; and

WHEREAS, the **Judge Ricardo H. Garcia Regional Juvenile Detention Facility** has been inspected and certified as being suitable for the detention of juveniles as provided by Section 51.12 (c) of the Texas Family Code and has certified compliance as required by Section 51.12 (c); and

WHEREAS, **CONTRACTOR** desires to employ **DUVAL COUNTY** to provide services for such of **CONTRACTORs** accused children as may be necessary in order to protect the accused child or to protect the public from harm by Court Ordered Detention at the **Judge Ricardo H. Garcia Regional Juvenile Detention Facility** in accordance with Section 54.01 of the Texas Family Code and whereas, **DUVAL COUNTY** desires to maintain juveniles in detention only as allowed by law.

NOW, THEREFORE, DUVAL COUNTY and CONTRACTOR as follows:

I

The purpose of the Contract is to provide secure housing in the **Judge Ricardo H. Garcia Regional Juvenile Detention Facility** for juveniles who are ordered by a court of proper jurisdiction in the County of the **CONTRACTOR**, which children being referred for an act of delinquent conduct or an act indicating a need for supervision, during pre-trial and pre-dispositional status or during the post dispositional stay prescribed by the court.

II

- A. The term of the AGREEMENT (the "Contract period") unless terminated earlier in accordance with this contract, shall commence on the **1st day of September 2014, and terminate on the 31st day of August, 2015.**
- B. This contract shall be renewed annually for a term beginning on the 1st day of September, 2015 of the current fiscal year and ending on the 31st day of August, 2016 of the current fiscal year under the same conditions and agreements herein contained, unless written notice of termination is received by **DUVAL COUNTY** prior to August 31st of each year receives notice of termination.
- C. This contract may be terminated without cause by either party upon fifteen (15) calendar days' written notice to the other party.
- D. The term "Contract Period" means the period of time beginning on the date of this contract and continuing through the ending date specified in this contract. Any additional contracts renewed as provided in this contract shall be considered to be separate contract periods.

III

- A. Notwithstanding anything herein to the contrary, this contract may also be terminated immediately for cause if **CONTRACTOR** fails to provide:
 - 1. The proper information and documentation of the "Authorized for Detention" forms provided by **DUVAL COUNTY**;
 - or
 - 2. Any information requested by **DUVAL COUNTY** for the purpose of determining the status of the detained child.
- B. The decision as to whether a **CONTRACTOR's** child will be admitted to the facility will be made solely by **DUVAL COUNTY** acting through either the **Judge Ricardo H. Garcia Regional Juvenile Detention Facility** Supervisor or Chief Juvenile

Probation Officer.

IV

- A. If a child ordered to be detained is accepted by **DUVAL COUNTY** and the child is later found:
1. To be dangerous or unmanageable; or
 2. To be of such mental or physical health condition that would or might endanger the other occupants of the **Judge Ricardo H. Garcia Juvenile Detention Facility**; or
 3. Require a degree of supervision above and beyond the supervision normally maintained at the **Judge Ricardo H. Garcia Juvenile Detention Facility**; then upon such determination by **DUVAL COUNTY**, and upon notification to the **CONTRACTOR's** Juvenile Judge, or such child's Juvenile Probation Officers, **CONTRACTOR** shall immediately and forthwith, remove or cause the child to be removed from the **Judge Ricardo H. Garcia Regional Juvenile Detention Facility**, at the cost and expense of the **CONTRACTOR**.

DUVAL COUNTY agrees to provide those children housed in the **Judge Ricardo H. Garcia Regional Juvenile Detention Facility** room, board, and, subject to practical ability, continuous supervision. While **DUVAL COUNTY** takes all action within the scope of the law to insure constant care of children placed in the **Judge Ricardo H. Garcia Regional Juvenile Detention Facility**, no warranty or guarantee is made that **DUVAL COUNTY** will keep the child on the premises of the **Judge Ricardo H. Garcia Regional Juvenile Detention Facility** under conditions commonly called "escape from custody" or illegal assault by other detainees.

VI

CONTRACTOR agrees to be responsible for any and all expenses of recapture of children who "escape from custody" save and except such expense incurred by **DUVAL COUNTY** within the limits of **DUVAL COUNTY**.

VII

CONTRACTOR agrees to provide any pay and all necessary emergency examinations, medical treatment, prescription medications, or hospitalization as may be determined necessary for children from **CONTRACTOR** county which may be originated or manifest itself while the child is a resident of the **Judge Ricardo H. Garcia Regional Juvenile Detention Facility** together with reasonable additional security costs (medical security)

incurred by **DUVAL COUNTY** in the event that the child is medically required to remain out of the detention facility for more than 6 hours.

VIII

- A. **DUVAL COUNTY** is authorized, at its sole decision, to secure such competent, medical examination medical treatment, prescription medication, or hospitalization for the resident children from **CONTRACTOR** and request that **CONTRACTOR** be billed from the same.
- B. **DUVAL COUNTY** shall notify **CONTRACTOR** of any emergency as soon as possible, but not later than one (1) regular working day of its occurrence, by phone to **CONTRACTOR'S Juvenile Probation** Staff and also by faxing documents explaining the basis of the decision made by **DUVAL COUNTY**.

IX

- A. **DUVAL COUNTY** shall ensure that adequate measures are taken to protect the health and safety of each resident receiving service, including, but not limited to creating a safe environment conducive to providing treatment services.
- B. **DUVAL COUNTY** shall report any suspected case of abuse or neglect to the appropriate Child Protective Service Offices, and Texas Juvenile Justice Department as required by the Texas Family Code, Chapter 261, and to local law enforcement agencies as required by Section 261.405 of the Texas Family Code. All reports will be made within 24 hours of the discovery of abuse and neglect in accordance with regulations and law.
- C. **DUVAL COUNTY** will notify **CONTRACTOR** of any allegations or reports of abuse or neglect within 24 hours of the receipt of any notice from staff, from a child, or from any other person, alleging abuse or neglect or residents of the **Judge Ricardo H. Garcia Regional Juvenile Detention Facility**.

XI

DUVAL COUNTY shall at its cost and expense, ensure that all detention and juvenile staff provide direct services to residents of the **Judge Ricardo H. Garcia Regional Juvenile Detention Facility** receiving continuing education and training as needed or required and that such education and training is documented. Documentation shall be made available to **CONTRACTOR** upon reasonable request.

For services rendered under this Agreement, **CONTRACTOR** hereby agrees to pay to the **Judge Ricardo H. Garcia Regional Juvenile Detention Facility** as appropriate to the facts:

- A. Eighty Five (\$85.00) Dollars per child for each day, or part thereof, the child is housed in the **Judge Ricardo H. Garcia Regional Juvenile Detention Facility** together with
- B. All accrued costs incurred under the terms of this contract for medical treatment and medical security; and
- C. Any penalty costs incurred under the terms of this contract accruing due to release of the child.
- D. Calculations of payment billing will be determined by **DUVAL COUNTY**, and it is agreed that the determination shall include:
 - 1. One day for the day of admittance (regardless of hour of entry); and
 - 2. One day for each of residence between the day of admittance and the day of release and;
 - 3. One day for the day of release (regardless of hour of departure), together with;
 - 4. Any cost incurred in connection with **CONTRACTOR's** residents for emergency medical, competent medical examination, medical treatment, and prescription medications, or hospitalization and medical security for resident children from **CONTRACTOR** as may have been funded by **DUVAL COUNTY** under the terms of
 - 5. Any chargeable release penalty amount accruing because of failure to secure the removal of the child under the terms of this contract.
- E. **DUVAL COUNTY** agrees to furnish **CONTRACTOR** an itemized invoice and copies of any billing document to support the reimbursement support to and for residents of **CONTRACTOR**.
- F. Billing and copies of documents shall be forwarded to:
Auditor of payment officer of:
Judge Mario E. Ramirez, Jr. Juvenile Justice Center
1001 N. Doolittle
P.O. Box 267
Edinburg, Texas 78540-0267

- G. **CONTRACTOR** shall make payments monthly within thirty (30) calendar days after receipt **CONTRACTOR of DUVAL COUNTY** monthly invoices. Payment shall be made payable to "**Judge Ricardo H. Garcia Regional Juvenile Detention Facility**" and sent to:

**Judge Ricardo H. Garcia Regional Juvenile Detention Facility
P.O. Drawer 989
San Diego, Texas 78384**

- H. It is agreed that receipt of billing documents shall be deemed to occur 3 days after the Postmark of the United States Postal Office imprinted upon the envelope containing the bill.
- I. It is agreed that **DUVAL COUNTY** shall reserve the right to adjust the daily rate stated in this contract period as economically required at any time during the contract period. Notice of change in daily rate shall not be effective until after 30 calendar days' notice to **CONTRACTOR**. Adjustment to the daily rate shall be ordered by the **DUVAL COUNTY** Commissioners Court and such Order shall apply to the compensation under all contracts using the services of the **Judge Ricardo H. Garcia Regional Juvenile Detention Facility**.

XII

DUVAL COUNTY will abide by all Federal Financial Participation (FFP) requirements and Remain in accordance with the Title 45 and 48 of the code of Federal Regulations and Federal Circular, as amended. **DUVAL COUNTY** shall NOT collect participant fees from any individual Resident served under this contract.

XIII

In the performance of this contract, **DUVAL COUNTY** warrants that it will abide by Title VI of the Civil Rights Act of 1964 (Public Law 88-352), Section 504 of the Rehabilitation Act of 1973 (Public Law 101-306), and all amendments to each, and all requirements imposed by the regulations issued pursuant to the acts. In addition, **DUVAL COUNTY** agrees to comply with Title 40, Chapter 73, of the Texas Administrative Code, to provide in part that no persons in the United States shall on account of race, color, religion, or resident age be excluded from participation in, or denied, any aid, care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

- A. When a child is transported to the Judge Ricardo H Garcia Regional Juvenile Detention

Facility, the officer effectuating the transfer should have the following documents to present the **Judge Ricardo H. Garcia Regional Juvenile Detention Facility** staff:

1. A copy of the signed Detention Order by the Clerk of the Juvenile Court to be a true and correct copy of the original thereof on file with the Clerk's Office, unless if pre-adjudication detention is made, then a Certified Copy of the signed Detention Order must be received on the first working day after the detention date. The detention order must state that the child was ordered to be detained in **Judge Ricardo H. Garcia Regional Juvenile Detention Facility, in San Diego, DUVAL COUNTY, Texas.**
2. One copy of the "**Authorized for Detention**" form completed by **CONTRACTOR's** Juvenile Probation Officer. Proper documentation shall include that the parents of the child have been notified of the child's whereabouts' or information showing efforts to locate any parent, guardian or relative undertaken in an effort to notify family of the child's whereabouts.
3. One copy of the "Authorized for Medical treatment" form completed by **CONTRACTOR's** Juvenile Probation Officer within the **CONTRACTOR's** county.

XV

- A. A child in detention must have valid statutory or court ordered authority for detention (Section 54.01, Texas Family Code). Should a child at any time fail to qualify to be in detention under the terms of the Texas Family Code, **CONTRACTOR** must remove the Child.
- B. **CONTRACTOR's** children placed in detention in the **Judge Ricardo H. Garcia Regional Juvenile Detention Facility** shall be removed by **CONTRACTOR**, its agents, servants or employees at the conclusion of:
 1. The 10th working day period authorized by Court Order in accordance with Section 54.01 (h), Texas Family Code, issued by the Juvenile Court of **CONTRACTOR** or,
 2. The 15th working day period authorized by Court Order in accordance with Section 54.01 (h), Texas Family Code, issued by the Juvenile Court of **CONTRACTOR** or,
 3. The 2nd working day period as defined by Section 54.01 of the Texas Family Code, in cases where no detention hearing shall have been previously conducted unless:
 - a. A new court order for detention of such child has been issued setting forth the

conditions of detention with the court ordered termination date contained therein, evidence by a Certified Copy thereof issued by the Juvenile Court Clerk and has been delivered to the **Judge Ricardo H. Garcia Regional Juvenile Detention Facility** personnel; or

b. A waiver of the detention hearing has been executed by the child and the child's attorney as evidenced by a Certified Copy of said waived as duly filed with the Juvenile Court Clerk, is delivered to the **Judge Ricardo H. Garcia Regional Juvenile Detention Facility** personnel.

C. Upon any termination, **CONTRACTOR** shall take personal custody of any child, at **CONTRACTOR's** cost and expense, on or before the termination time designated by **DUVAL COUNTY**

XVI

A. Upon removal, an employee of the **CONTRACTOR** must immediately and forthwith take custody of the child and remove or cause to be removed such child from the **Judge Ricardo H. Garcia Regional Juvenile Detention Facility**.

1. Failure to promptly remove the child at the designated hour shall, at the option of **DUVAL COUNTY**, accrue:

a. Additional cost to **CONTRACTOR** at the rate of \$200.00 per hour, or fraction thereof, for each hour that custody continued after 12:00 noon on the last day of court ordered detention; and

b. In cases where no authorized representative of **CONTRACTOR** shall be available to receive custody of the child, then, at **DUVAL COUNTY'S** sole option and discretion, and employee of **DUVAL COUNTY** may deliver the child in person to the Chief Juvenile Probation Officer of **CONTRACTOR** for which there will be an additional charge of \$60.00, plus mileage of \$0.35 for each additional mile traveled in excess of 100 miles based on round trip mileage.

B. The additional fees calculated under this paragraph are penal in nature and in no way is an assumption of any additional responsibility of the part of **DUVAL COUNTY** for custody of the child.

C. **CONTRACTOR** understands that failure to promptly take custody of and remove the child shall be grounds for **DUVAL COUNTY** to take whatever action necessary to remove the child from

Judge Ricardo H. Garcia Regional Juvenile Detention Facility at full cost and expense of **CONTRACTOR** including any remedy contained in this contract.

XVII

- A. **DUVAL COUNTY** agrees that children placed in the **Judge Ricardo H Garcia Regional Juvenile Detention Facility**:
1. Will not be released under conditions, which may endanger the safety of such child because of failure of adult supervision.
 2. Will not be delivered to any person or entity except by authorization of the **CONTRACTOR's** delivery of an order for Release signed by the Judge of the Juvenile Court **CONTRACTOR's** jurisdiction.
- B. Custody of a released child shall be delivered to a responsible representative of **CONTRACTOR** at the office of the **Judge Ricardo H. Garcia Regional Juvenile Detention Facility** in San Diego, Texas
- C. If delivery is made to anyone other than court or juvenile probation employees, authorization shall be in writing and bear the original signature of the person representing the Juvenile Probation office of **CONTRACTOR** and upon presentation of proper credentials identifying the person receiving custody of the child.

XVIII

DUVAL COUNTY agrees that the **Judge Ricardo H. Garcia Regional Juvenile Detention Facility** will accept any child qualified hereunder, without regard to such child's religion, race, color, sex, or national origin.

XIX

DUVAL COUNTY agrees that all financial records, programmatic records, statistical records, reports, and any supporting documents pertinent to this contract, or claims pertinent to this contract, or claims pertaining to this contract shall be retained for a period of three years and (90) calendar days after the end of the calendar year in which the services were provided with the following qualification: If any audit, litigation, or claim are abated before the expiration of the three year period, the records shall, upon notice to the **DUVAL COUNTY** Auditor furnished by **CONTRACTOR**, be retained until considered resolved when the final order is issued in litigation, or a written agreement is entered into between the **CONTRACTOR** and **DUVAL COUNTY**.

XX

Nothing in this Contract shall be construed to permit **CONTRACTOR**, its agents, servants, or employees in any way to manage, control, direct or instruct **DUVAL COUNTY**, its servants, or employees in any manner respecting any of their work, duties or functions pertaining to the maintenance and operation of the **Judge Ricardo H. Garcia Regional Juvenile Detention Facility**. Any suggestions concerning compliance or activities shall be directed in writing to:

Georgia Parr, Facility Director
Judge Ricardo H. Garcia Regional Juvenile Detention Facility
P.O. Drawer 989
San Diego, Texas 78384

XXI

- A. **DUVAL COUNTY** will maintain insurance for any liability incurred by **DUVAL COUNTY** property, employees, and individuals should they suffer loss as a result of the operation of the **Judge Ricardo H. Garcia Regional Juvenile Detention Facility**.

- B. **CONTRACTOR** will maintain insurance on its own account for any liability occurring for illegal detention or liability for **CONTRACTOR'S** custody and transportation of children of **CONTRACTOR'S** jurisdiction.

- C. It is agreed that the insurance agreement herein contained shall be the sole remedy for any cause of action between **DUVAL COUNTY** and **CONTRACTOR**.

XXII

This agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

XXIII

This agreement shall insure solely to the benefit of the parties hereto and not to any third party recipients or supplier of services.

XXIV

The Juvenile board of **DUVAL COUNTY** shall be responsible for the quality and integrity of

the fiscal and programmatic management of the **Judge Ricardo H. Garcia Regional Juvenile Detention Facility**.

XXV

This agreement is not assignable without the written permission of all parties hereto.

XXVI

If any action at law or in equity is brought to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.

XXVII

The validity of this Agreement and of any of its terms or provision, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

XXVIII

All suits to construe or enforce this agreement shall be brought in the court of proper State of Texas jurisdiction located in **DUVAL COUNTY**, Texas.

XXIX

This agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporate into this agreement.

XXX

In case any one or more of the provision contained in this Agreement shall for any reason be held to be in valid, illegal, or unenforceable in any respect, such invalidity, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid illegal, or unenforceable provision has never been contained herein.

XXXI

PRISON RAPE ELIMINATION ACT

Duval County shall adopt and comply with all federal, state, county and city laws, ordinances, regulations and standards applicable to the provisions of services described

herein and the performance of all obligations undertaken pursuant to this Contract, including the Prison Rape Elimination Act of 2003 (PREA) which established a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detention, elimination, prevention and reporting of sexual assault in facilities housing adult and juvenile offenders.

Under PREA, Duval County shall make available to the Chief Juvenile Probation Officer all incident-based aggregated data may be requested by the Department of Justice from the previous calendar year no later than June 30th [PREA§115.387(e) and (f)].

Furthermore, Duval County shall be responsible for the financial cost associated with any PREA audit.

XXXII

Governmental Purpose. Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

XXIII

Commitment of Current Revenues Only. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903

PASSED, APPROVED AND ADOPTED IN DUPLICATE COPIES, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, on this date _____, 2015.

HIDALGO COUNTY, TEXAS

DUVAL COUNTY, TEXAS

By: _____
RAMON GARCIA, COUNTY JUDGE

By: _____
_____, County Judge

ATTEST:

By: _____
ARTURO GUAJARDO, JR.

HIDALGO COUNTY JUVENILE BOARD

By: _____
HON. MARIO E. RAMIREZ, JR, Chairperson Date
JUVENILE PROBATION OVERSEER

By: _____
ISRAEL "BUDDY" SILVA, JR Date
Hidalgo County Chief Juvenile
Probation Officer

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

By: _____
STEPHEN L. CRAIN

ATTEST:

By: _____

DUVAL COUNTY JUVENILE BOARD

By: _____
Georgia B. Parr
Duval County Juvenile Services
Facility Director