

C-15-269-07-21

STATE OF TEXAS §
 §
COUNTY OF CAMERON §

**INTERLOCAL AGREEMENT BY AND BETWEEN
HIDALGO COUNTY, TEXAS
AND
CAMERON COUNTY, TEXAS
REGARDING THE HOUSING OF PRISONERS IN CAMERON COUNTY DETENTION FACILITY**

WHEREAS Cameron County Texas (hereinafter referred to as **Cameron**) and **HIDALGO** County, Texas (hereinafter referred to as **HIDALGO**) seek to enter into an *Interlocal Agreement* to provide for the incarceration of **HIDALGO** prisoners, males and females, in the **Cameron County Detention Facility**.

NOW THEREFORE, on the dates indicated, **CAMERON COUNTY** and **HIDALGO COUNTY**, pursuant to Chapter 791 of the Texas Government Code enter into the following Interlocal Agreement concerning the incarceration of prisoners of **HIDALGO**, and said agreement is set out in full hereafter.

1. **CAMERON** hereby agrees to house prisoners for **HIDALGO** on a space available basis. The availability of space shall be determined by the Cameron County Sheriff in accordance with current jail regulations as promulgated by the *Texas Commission on Jail Standards* concerning the separation and categories of prisoners. **CAMERON** shall follow the *Texas Commission on Jail Standards* as it pertains to the operation of the facility in regards to care, custody and control of all prisoners transferred to their custody, as outlined in attachment Exhibit "A", which is attached hereto and incorporated by reference as if fully set forth herein.

2. **HIDALGO** shall pay **CAMERON** a daily prisoner-housing fee of **FORTY-ONE DOLLARS AND NO CENTS (\$41.00)** per prisoner a day. The day the prisoner is "booked in" will be counted and charged. The day the prisoner is "booked out" will not be counted or charged. **CAMERON** will mail **HIDALGO** with a monthly, itemized invoice showing the actual number of **HIDALGO** prisoner days in that month and the daily **HIDALGO** prisoner count. **HIDALGO** will remit the full amount of the invoice to the Cameron County Auditor's Office within thirty (30) days of receipt thereof.

3. In addition to the daily prisoner housing fee set forth above, **HIDALGO** will pay for any and all hospital, mental health, dental, or other health care services and any prescription drugs provided to any **HIDALGO** prisoners, housed by **CAMERON**. Non-prescription medication will be provided at no cost to **HIDALGO** or its prisoners.

4. **HIDALGO** agrees to comply with all booking procedures of **CAMERON**, a copy of which will be provided to **HIDALGO**.
5. **HIDALGO** agrees that **CAMERON** will not house any injured prisoners unless **HIDALGO** has furnished an acceptable medical release signed by appropriate medical personnel, certifying that such prisoner may be incarcerated.
6. **CAMERON** shall notify **HIDALGO** as soon as practical in the event that any **HIDALGO** prisoner is injured while incarcerated at **CAMERON**, and will follow up in providing **HIDALGO** with copies of all incident reports prepared, relative to said injury.
7. The Cameron County Sheriff reserves the right to refuse or return any **HIDALGO** inmate if he determines it to be in **CAMERON'S** best interest. **HIDALGO** shall promptly arrange to take custody of any such prisoner so requested by **CAMERON**.
8. **CAMERON** shall be fully responsible and liable for all suits, claims, losses, and expenses, including reasonable attorney's fees, arising out of **CAMERON'S** performance or non-performance of the services and duties herein stated, but only in regard to the actual holding and incarceration of prisoners by **CAMERON**, and including the transfer of prisoners to and from **CAMERON** unless transported by **HIDALGO**.
9. **TERM:** This agreement shall commence as of the date of execution and shall continue for a term of **one (1) year** unless terminated as set forth herein. Thereafter, and unless terminated as herein provided, or otherwise renegotiated, the agreement will automatically renew for additional one (1) year terms. If either party deems renegotiation to be necessary, that party shall notify the other party by certified mail, addressed to the County Judge of that party, at least sixty (60) days in advance of the date on which the current term will terminate. Either party may terminate this Interlocal Agreement without cause by giving sixty (60) days written notice of its intent to terminate the Interlocal Agreement.
10. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement nor specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by each party, and not otherwise. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

11. TRANSPORTATION / OFF-SITE SECURITY:

- a. **CAMERON** agrees to provide transportation of inmates of **HIDALGO** to and from the Hidalgo County Jail and/or courthouse and **CAMERON'S** facility at no additional cost to the **HIDALGO**.
- b. In the event **HIDALGO** requests **CAMERON** to provide transportation to sites other than specified above, **HIDALGO** agrees to reimburse **CAMERON** for transportation costs at the rate of .58 per mile/trip.

12. COMMITMENT OF REVENUES. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Hidalgo County under this Interlocal Agreement, then Hidalgo County may terminate this Agreement upon ninety (90) days written notice to Cameron County. Hidalgo County agrees, however, to use reasonable 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 Hidalgo County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

13. Any payment to be made under this Interlocal Agreement shall be made from the current revenues of the paying party.

ACCEPTED, APPROVED AND WITNESSED on _____, **2015.**

CAMERON COUNTY, TEXAS

BY: _____
PETE SEPULVEDA, JR., COUNTY JUDGE

BY: _____
OMAR LUCIO, SHERIFF

BY: _____
SYLVIA GARZA-PEREZ, COUNTY CLERK

EXHIBIT "A"
OPERATION OF THE FACILITY

Section 3.01. Minimum Conditions of Confinement. Cameron 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, but not limited to the regulations and minimum regulations and standards promulgated by the *Texas Commission on Jail Standards* (the "TCJS") 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 twenty-four (24) hours a 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) Cameron will maintain an automatic smoke and fire detection and alarm systems, and shall maintain written policies, procedures and practices regarding fire and other safety emergency standards.
- (e) Cameron will maintain a water supply that is certified to be in compliance with applicable laws and regulations, and Cameron will maintain a waste disposal program.

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

Section 3.03. Physical Plant. The Facility will meet or exceed the requirements of the TCJS and Cameron shall maintain the Facility 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. Cameron shall provide written documentation of compliance with these codes upon request of County.

Section 3.04. Food Services. Cameron 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*. Cameron will provide two (2) hot meals daily, and one

(1) other 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. Cameron shall provide laundry facilities and services to inmates, and be responsible for the issuance of clean clothing, linen, bath and had towels, when each inmate arrives at the Facility. Laundering of linens and clothing shall be in accordance with Cameron'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. Cameron agrees to provide transportation of inmates of County to and from County's Jail and courthouse and Cameron's facility. In the event the County requires Cameron to provide transportation to sites other than specified above, the County will reimburse Cameron for transportation costs at a mutually agreeable rate of .58 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 Cameron, by armed qualified officers employed by Cameron, and Cameron 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) Cameron 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) Cameron 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 Cameron's employees while on duty, including while they are providing transport services.

(f) Cameron will provide other transportation for inmates as determined necessary and as agreed upon with the Sheriff.

Section 3.07. Medical Guidelines and Reporting. Cameron will comply with *Tex. Health and Safety Code*, Sections 85.112, 85.113 and 85.114 including but limited to:

(a) Cameron will, prior to accepting any of the County's Inmates, develop workplace guidelines that address HIV policies, confidentiality, and employee/inmates education programs. The guidelines shall, at a minimum, incorporate the *model workplace guidelines* published by the TDH consistent with state and federal laws and regulations. Cameron shall maintain the written policies and guidelines at the Facility; and

(b) Cameron 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 state and federal laws and regulations.

Section 3.08. Health Services. Cameron shall provide access to basic health care needs by the inmates, who will not be charged and shall not be required by Cameron 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 program (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 or treatments, or surgical, optical, dental care, and does not include the costs associated with any hospitalization of an inmate. The County shall pay Cameron an amount equal to the amount Cameron 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, Cameron shall contact the County, through its Sheriff or 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. Cameron shall provide and certify all direct care employees in standard first aid procedures and cardiopulmonary resuscitation (CPR).

(c) Cameron 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. Cameron 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 Cameron. In the event that a contract with a medical facility/physician exists which allows Cameron to receive discounted rates, the County shall be charged at that rate for such inmates.

(e) Cameron 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 facility, the inmate will (as applicable) be provided with all of the inmate's remaining prescription medications (if any) that is being held at the facility.

(g) Medical records will be transferred with the inmate so transferred to another facility. It shall be Cameron's responsibility to obtain and maintain such records for each inmate.

(h) Subject to the following paragraph 3.08 (i), Cameron 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 twenty-four (24) hours, or the cost of any medical care or hospitalization is to exceed \$2,000.00, Cameron 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 Cameron 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 Cameron for such costs within thirty (30) business days of receipt of an invoice from Cameron which invoice may be delivered personally, by facsimile, by mail or by other reliable courier.

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

(k) Cameron 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 Cameron.

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

Section 3.10. Visitation. Cameron 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. Cameron 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. Cameron 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 the Texas Commission on Jail Standards, relative to safety;

(b) Cameron 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; and

(c) Cameron 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. Cameron shall complete an injury report and shall forward it to the Sheriff's designated representative as soon as practical.

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

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

Section 3.14. Religious Services. Cameron shall cause religious services to be conducted for inmates in accordance with the standards set by the TCJS. Participation in religious services shall be voluntary for all inmates.

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

(a) Cameron will develop, implement and document a daily system for physically counting all inmates assigned to the Facility, assuring strict accountability for inmates and that at least one (1) inmate count occurs per shift; and

(b) Cameron 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. Cameron 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. Cameron 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. Cameron agrees to accept and release inmates only to authorized persons, in compliance with the following:

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

(b) Cameron 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 Sheriff, or an agent specified by the Sheriff; and

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

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

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

Section 3.22. Access to Books and Records. Cameron agrees to maintain and make available for inspection, audit or reproduction by 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 by Cameron. Such records shall be maintained by Cameron 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.

RESERVATION OF BEDS AND PAYMENT

Section 4.01. Cameron's Right to House Inmates. Cameron hereby reserves inmate beds in the Facility for County to utilize at any time during the Term of this Agreement on a space available basis, and County 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 Cameron 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 include 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. Cameron 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 renewals or 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 Cameron 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 **forty one dollars (\$41.00) per inmate, per day**. This rate covers one inmate/bed per day. A portion of any day shall count as an inmate day under this Agreement, except that the County shall not be billed for two days when an inmate is admitted one evening and removed the following morning. In that situation, Cameron will bill for the day of arrival, but not for the day of departure.

Section 4.04. Billing Procedure. Cameron 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 Cameron within thirty (30) days after receipt of the invoice. Payment shall be made payable to: Cameron County, and shall be delivered as the address set forth in section 6.04 below.

Section 4.05. Regulation of Maximum Occupancy. Nothing herein shall create any obligation upon Cameron 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 Cameron's Facility, or result in possible violation of the constitutional rights of the inmates housed at the Facility. At any time that Cameron determines that a condition exists at Cameron's Facility necessitating the removal of any of the inmates, or any specified number thereof, Cameron 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.

Section 4.06. Inmate Eligibility. The only inmates eligible for incarceration in the Facility pursuant to this Agreement are male and female inmates that are classified in accordance with the custody level of the assigned Facility 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 Cameron's 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 needs (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), or those known to have unresolved orthopedic problems and those known to be unstable diabetics).

Prior to Cameron receiving inmates for transportation by the Facility, the County shall furnish the following: (1) complete information and documentation relating to the inmate's case history; (2) all 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 Cameron in regard to any special medication, diet or special exercise regimen requirements applicable to each prospective inmate.

Section 4.07. Continuing Reservation Regarding Inmates. Cameron 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 Cameron. Cameron 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 Cameron makes the inmate unacceptable for continued incarceration in the Facility in the opinion of Cameron, Cameron shall provide 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. 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. Cameron 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 Cameron of any discharge date for an inmate at least ten (10) days before such date. Cameron 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 Cameron 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 Cameron notice of the same. The County is responsible for all paperwork and arrangements for inmates to be transferred to the TDCJ-ID.

HIDALGO COUNTY, TEXAS

BY: Ramon Garcia
RAMON GARCIA, COUNTY JUDGE

BY: Eddie Guerra
EDDIE GUERRA, SHERIFF

BY: Arturo Guajardo
ARTURO GUAJARDO, COUNTY CLERK

APPROVED AS TO FORM
Office of Criminal District Attorney, Hidalgo, Texas

BY: Josephine Ramirez Solis
Josephine Ramirez Solis, Assistant DA

Approved by Commissioners' Court
on 7/21/15 120

1. **AI-50472** Requesting approval and acceptance of the Assignment and Assumption Agreement between the University of Texas - Rio Grande Valley and Hidalgo County WIC Program so as to reflect the Assignment of the existing Educational Experience and Program Agreement **from/with** the University of Texas - Pan American **to the University of Texas - Rio Grande Valley.**
2. **AI-50438** Pursuant to the specifications, presenting a request by Lessee to approve Second Amendment of the newly executed Lease Agreement between Hidalgo County WIC Program and RREAL, LLC to reflect the commencement date of lease from August 1, 2015 to September 1, 2015 [for the occupancy of the building] as necessitated by funding source correspondence

H.**Sheriff's Office**

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| APPROVED | 1. AI-50385 Authority/approval to enter into an Intergovernmental Agreement by and between HIDALGO and CAMERON COUNTIES for the purposes of " Housing of Inmates (including transportation) " at (\$41.00 dollars per inmate) for the Hidalgo County Sheriff's Office effective upon execution of both Counties. |
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2. **AI-50542** Acceptance and approval to award job order contractor, Herrcon, LLC (awarded JOC through Buyboard contract #464-14) in the amount of \$40,610.85 which in includes Installation of New Canopy for Gas Pumps damaged by storm and any appurtenances as may be needed to complete project. (Project #15-218-OGG)
3. **AI-50541** Acceptance and approval to award job order contractor, Herrcon, LLC (awarded JOC through Buyboard contract #464-14) in the amount of \$109,992.71 which in includes Installation of New Canopy for Mobile units, Fencing but not limited to infrastructure & installation of (2) lights for the parking lot and any appurtenances as may be needed. (Project #15-263-OGG)

23.**Closed Session:**

Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071, 551.072 & 551.087 to discuss the following:

- A.** Real Estate Acquisition
- B.** Pending and/or potential litigation
- C. AI-50386** Pending/potential litigation - Construction defect (Project #C-12-028-07-24)
- D. AI-50395** Cause No. CCD-0281-B; Electric Transmission Texas, LLC vs. Hidalgo County
- E. AI-50558** Deliberation regarding the following: Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Red Flower - Tax Abatement.
- F. AI-50528** Cause No. C-7758-14-C; Eugenia Andrade vs. Hidalgo County; In the 139th District Court of Hidalgo County, Texas



AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
July 21, 2015
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 at Edinburg Council Chambers, 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**
2. **Pledge of Allegiance**
3. **Prayer**
4. **Approval of Consent Agenda**
5. **Open Forum**
6. **County Judge's Office:**
 - A. **AI-50501** Resolution in honor of Miss Texas USA 2015 Ylianna Guerra
7. **District Attorney's Office:**
 - A. **AI-50553** DA - US Department of Justice Funds (1256)
Appropriation of funds in the amount of \$30,000.00 to fund the purchase of uniforms and equipment for law enforcement personnel.
8. **Constables:**
 - A. **AI-50368** Constable Pct. 3 - (1257)
Approval of 2015 appropriation of funds from the US Treasury (Equitable Sharing Fund 1257) for Constable Pct. 3 in the amount of \$10,000.92.
9. **Sheriff's Office:**
 - A. **AI-50402** Operation Stonegarden (1284):
 1. Authorization to de-obligate remaining amounts in eleven (11) of the participating agencies and transferring of amounts to the 2013 Operation Stonegarden Sheriff's Office grant budget.
 - a. PCT. 1--\$1,570.44

1. **AI-50445** A. Certificate of Obligation, Series 2014 (1445)
Approval of 2015 interfund transfer from CO 2006 (1436) to CO 2014 (1445) in the amount of \$0.14 to fund the 2015 interest payment.
- B. Refunding Bonds, Series 2014C (1446)
Approval of 2015 interfund transfer from CO 2006 (1436) to Refunding Bond 2014C (1446) in the amount of \$946,075.00 to fund 2015 principal & interest payment.

22.

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

1. **AI-50468** Approval of Request for Payment-Application No. 18 in the amount of \$109,158.30 from D. Wilson Construction Co. awarded contractor for the "Repairs and Renovations-1st and 2nd Floors to the Former Administration Building," and as certified for payment by project architect, Alcocer Garcia Associates, Inc. and reviewed & initialed by construction manager, Prodigy C-12-029-10-23;
2. **AI-50477** A. Acceptance and approval of "Certificate of Substantial Completion" from contractor, D. Wilson Construction Co., reflecting the date of May 26, 2015 for the "Repairs and Renovations of 1st and 2nd Floors to the Former Administration Building," as submitted and certified by project architect, Alcocer Garcia Associates, Inc.
- B. Approve Request for Payment-Application No. 19 (FINAL AND PARTIAL RETAINAGE) in the amount of \$148,866.10 from D. Wilson Construction Co. awarded contractor for the, "Repairs and Renovations of 1st and 2nd Floors to the Former Administration Building", and as certified by project architect, Alcocer Garcia Associates, Inc. and reviewed & initialed by construction manager, Prodigy C-12-029-10-23;
- C. Acceptance & approval of Invoice No. 1153 (FINAL) in the amount of \$5,276.98 submitted by contracted vendor, Prodigy Construction Management, LLC, C-13-276-09-10, for the provision of construction management services for: "Repair and Renovation for the 1st and 2nd Floors of the Former Administration Building Project."
3. **AI-50562** Request through Walter J. Reyna, Inc., that Simpkins and Associates, Third Party Administrators for Hidalgo County's 457 Deferred Compensation Plan needs the County to complete and sign the "Resource QDIA/Default Fund and Automatic Enrollment Setup and Change" form attached hereto with approval by Commissioners Court for Valde Guerra, HC Executive Officer to execute document as last document signed was with a former member of HCCC.