



C-20-039-03-24

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

This Agreement is made and entered into this 24th day of March, 2020, by and between **JIM HOGG** County Texas, a political subdivision of the State of Texas (hereinafter referred to as "**JIM HOGG**") and **HIDALGO** County, Texas a political subdivision of the State of Texas (hereinafter referred to as "**HIDALGO**"), pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, **HIDALGO** AND **JIM HOGG** seek to enter into an Agreement to provide for the incarceration of **HIDALGO** prisoners (both males and females) in the Jim Hogg County Detention Facility; and

WHEREAS, the purpose of the Agreement is to assist adjacent counties with providing for the public health, safety and wellbeing of each county as well as for the security of the neighboring communities;

NOW, THEREFORE, HIDALGO AND JIM HOGG in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. JIM HOGG hereby agrees to house prisoners for **HIDALGO** on a space available basis. The availability of space shall be determined by the Jim Hogg County Sheriff in accordance with current jail regulations as promulgated by the *Texas Commission on Jail Standards* concerning the separation and categories of prisoners. **JIM HOGG** 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 **JIM HOGG** a daily prisoner-housing fee of **FIFTY-FOUR DOLLARS AND NO CENTS (\$54.00)** 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. **JIM HOGG** will mail **HIDALGO** 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 Jim Hogg 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 **JIM HOGG**. Non-prescription medication will be provided at no cost to **HIDALGO** or its prisoners.

4. **HIDALGO** agrees to comply with all booking procedures of **JIM HOGG**, a copy of which will be provided to **HIDALGO**.

5. HIDALGO agrees that **JIM HOGG** 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. **JIM HOGG** shall notify **HIDALGO** as soon as practical in the event that any **HIDALGO** prisoner is injured while incarcerated at **JIM HOGG**; and will follow up in providing **HIDALGO** with copies of all incident reports prepared, relative to said injury.

7. The Jim Hogg County Sheriff reserves the right to refuse or return any **HIDALGO** inmate if he determines it to be in **JIM HOGG'S** best interest. **HIDALGO** shall promptly arrange to take custody of any such prisoner so requested by **JIM HOGG**.

8. **JIM HOGG** shall be fully responsible and liable for all suits, claims, losses, and expenses, including reasonable attorney's fees, arising out of **JIM HOGG'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 **JIM HOGG**, and including the transfer of prisoners to and from **JIM HOGG** 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. Transportation and Off-Site Security:

a. In the event **HIDALGO** requests **JIM HOGG** to provide transportation to sites for medical attention, **HIDALGO** agrees to reimburse **JIM HOGG** for transportation costs at the rate of .58 per mile/trip.

11. This Agreement contains the entire agreement 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.

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 Jim Hogg 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.

13. **Immunities.** It is expressly understood and agreed that, in the execution of this agreement, neither County waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercising of governmental powers and functions.

14. **Insurance.** Each entity will carry sufficient liability insurance at the statutorily required limits, pursuant to the Texas Tort Claims Act.

15. Assignment. This agreement is not assignable without the written consent and approval of HIDALGO.

16. Conflicts with Applicable Law: Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

17. No Waiver: No waiver by any party hereto of any breach of any provision of the agreement will be deemed to be a waiver of any proceeding or succeeding breach of the same or any other provision hereof.

18. Notice: Except as may be otherwise specifically provided in this Agreement, all notices, demands, request or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Jim Hogg: County of Jim Hogg, Texas
Attn: Juan C. Guerra, County Judge
E. Tilley St.
Hebbronville, TX 78361

If to County: County of Hidalgo, Texas
Attn: Richard F. Cortez, County Judge
302 W. University Dr.
Edinburg, TX 78539

With copy to: Hidalgo County Sheriff
J.E. "Eddie" Guerra
711 E. El Cibolo Rd.
Edinburg, TX 78541

19. Entire Agreement: This contract contains the entire Agreement of the parties with respect to the matters covered by its terms. No other agreements, statement or promise made by any party or to any employee, officer or agent of any party, that is not contained in this Agreement, will be of no force or effect, unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

20. Legal Construction/Severability: In case any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision thereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

21. Prior Agreements: This Agreement supersedes and terminates all previous Interlocal Agreement between the parties hereto concerning the subject matter hereof, except for any Interlocal Agreement dated prior to this Agreement to the extent work is being performed under said Agreement at the time

of executing this Agreement. Once ongoing work under any such previous Interlocal Agreement(s) is completed and payment is remitted such previous Interlocal agreement shall terminate at such time.

22. Additional Documents: The Parties agree that they will use reasonable, good faith efforts to execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

23. Successors: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

24. Headings: The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

25. Gender and Number: All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

26. Non-Discrimination: The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County policy, including without limitation to race, color, national origin, religion, sex, age, veteran status, or disability.

27. Authority to Execute: The execution and performance of this Agreement by the Parties has been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the participating Counties in accordance with its terms.

28. 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.

IN WITNESS WHEREOF, the undersigned execute this Agreement as of the day and year first above written.

JIM HOGG COUNTY, TEXAS

BY: J. C. Guerra
JUAN C. GUERRA, COUNTY JUDGE

ATTEST:

BY: Zonia G. Morales
ZONIA G. MORALES, COUNTY CLERK

HIDALGO COUNTY, TEXAS

BY: Richard F. Cortez
RICHARD F. CORTEZ, COUNTY JUDGE

And

BY: J.E. "EDDIE" GUERRA
J.E. "EDDIE" GUERRA, SHERIFF

ATTEST:

BY: Arturo Guajardo Jr.
ARTURO GUAJARDO JR., COUNTY CLERK

Approved as to form:
Office of Criminal District Attorney, Hidalgo County, Texas

By: Josephine Ramirez Solis
Josephine Ramirez Solis, ADA

APPROVED BY
COMMISSIONERS' COURT
ON: 3/24/20

EXHIBIT "A" OPERATION OF THE FACILITY

Section 3.01. Minimum Conditions of Confinement. Jim Hogg 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) Jim Hogg 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) Jim Hogg will maintain a water supply that is certified to be in compliance with applicable laws and regulations, and Jim Hogg will maintain a waste disposal program.

Section 3.02. Applicable Standards. Jim Hogg 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 Jim Hogg 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. Jim Hogg shall provide written documentation of compliance with these codes upon request of County.

Section 3.04. Food Services. Jim Hogg 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*. Jim Hogg 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. Jim Hogg 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 Jim Hogg'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. Jim Hogg agrees to provide transportation of inmates of County to and from County's Jail and courthouse and Jim Hogg's facility. In the event, the County requires Jim Hogg ID provide transportation to sites other than specified above, the County will reimburse Jim Hogg 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 Jim Hogg, by armed qualified officers employed by Jim Hogg, and Jim Hogg 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) Jim Hogg 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 handcuffs, waist chains, and leg irons during transportation.

(e) Jim Hogg 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 Jim Hogg's employees while on duty, including while they are providing transport services.

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

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

(a) Jim Hogg 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 TOH consistent with state and federal laws and regulations. Jim Hogg shall maintain the written policies and guidelines at the Facility; and (b) Jim Hogg 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. Jim Hogg shall provide access to basic health care needs by the inmates, who will not be charged and shall not be required by Jim Hogg 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 Jim Hogg an amount equal to the amount Jim Hogg 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, Jim Hogg 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