INTERLOCAL COOPERATION CONTRACT

WHEREAS, THE COUNTY OF COLLIN, STATE OF TEXAS (hereinafter "Performing Party") is a validly organized and constituted governmental entity properly established in accordance with Chapter 71, Local Government Code;

WHEREAS, the **Collin County Community Supervision and Corrections Department** (hereinafter "Department") is properly established in accordance with Chapter 76, Government Code;

WHEREAS, Chapter 140, Local Government Code, permits the Department, as a "specialized local entity," to enter into contractual arrangements;

WHEREAS, Chapter 791, Government Code, authorizes local governments to increase their efficiency and effectiveness by contracting with one another and with agencies of the state;

THEREFORE, this Interlocal Cooperation Contract (hereinafter "contract") is made and entered into by and between the Performing Party and the Department.

ARTICLE I
SPECIFICATIONS

1.1 Terms and Conditions.

A. The Performing Party shall, in accordance with the terms of this contract, provide all the necessary personnel, equipment, materials, supplies, facilities, and services (except as may be furnished by the Department as specified in writing in this contract) and do all things necessary for, or incidental to, the provision of the services listed as follows:

a. **To provide no more than 30 secure residential beds at the Collin County Detention Facilities for the purpose of housing offenders sentenced to a period of confinement pursuant to Article 42.12, Sec. 12 & 18 of the Code of Criminal Procedure who will participate in the Sheriff's Convicted Offender Reentry Effort (S.C.O.R.E.) and The Restitution Center. No more than an average than 10 beds per month will be designated for the Restitution Center.**

b. **To provide security for offenders sentenced to said facility commensurate with provisions and standards of security set by the Texas Commission on Jail Standards.**

c. **To provide adequate health, safety precautions, meals, clothing, recreation, medical, and other care for the offender as set forth by the standards of the Texas Commission on Jail Standards and the Texas Department of Criminal Justice – Community Justice Assistance Division.**

d. **To allow the Department to participate in the screening, and admission of offenders into The S.C.O.R.E Program and the Restitution Center Program and consult with the director of the Community Corrections Program on disciplinary measures taken against offenders and/or dismissal of offenders from the program.**

e. **To provide the Department with offender status reports concerning inmate violations while in the custody of Collin County Sheriff's S.C.O.R.E. Program or the Restitution Center Program. This report will be forwarded to the Director of the Community Corrections Program within a reasonable time after the inmate's violation.**

f. **To provide Department with monthly billing and provide a monthly report which includes inmate name, identification and total number of days in said facilities.**

g. **To provide transportation for offenders to and from all work assignments, community Service work and other occasions as needed. The C.S.C.D. vehicles listed in Section h should be utilized.**

h. **To provide fuel, maintenance and insurance coverage for the C. S.C.D. vehicles used to Transport offenders. The service provider is currently using the following C.S.C.D. Vehicles: 1993 Ford 4 Dr. Sedan, VIN 2FAPC71W3PY179155**
1997 Dodge Van, VIN 2B5WB3528VK595286
The 1993 Ford 4 Dr. Sedan will primarily be used by C.S.C.D. staff to transport Restitution Center residents.

i. **To provide funds for the maintenance and operational expenditures of the S.C.O.R.E. Farm Projects.**

j. **To provide effective and meaningful community work for inmates serving confinement Including but not limited to the maintenance and janitorial work in county facilities, S.C.O.R.E. Farm Project, cleaning roadsides and any other work that may be approved by the Sheriff's Office. The Sheriff's Office Personnel will supervise the work.**

B. The Performing Party shall provide sufficient qualified counselors and support personnel to meet all applicable state standards for staff to participant ratios. **(Worded for substance abuse services.)**

C. All employees of the Performing Party providing services to Defendants shall have and maintain all required licenses, certifications, and other qualifications.

1.2 Compensation.

The Department agrees to make payments to the Performing Party for the delivery of the services described in Article I, Paragraph 1.1, A. above.

A. The department shall pay the sum of **$18.00 a day per bed for a monthly population not to exceed an average of 28.6 residents.**

B. Invoices shall be presented to the Department by the **10th** day of each month.

C. The total amount of payments to the Performing Party during the fiscal year shall not exceed **$167,024.00.**

D. The Performing Party and the Department agree that these payments fairly compensate the performing party for the services or functions performed under the contract.

1.3 Contract Period.

This contract is for a period of **one year**(s) beginning on September 1, 2006, and ending on August 31, 2007. It may be renewed annually or terminated as hereinafter provided.

1.4 Performance Measures.

The performing party shall comply with the performance measures at Exhibit A which are incorporated into this contract by reference.

ARTICLE II
GENERAL CONDITIONS

2.1 Duties and Obligations.

The Performing Party shall:

A. Provide the services outlined in Article I. Paragraph 1.1, in compliance with applicable federal and state laws, including all constitutional, legal, and court-ordered requirements;

B. Comply with all applicable standards established by the Texas Board of Criminal Justice, copies of which have been attached to this contract as Exhibit B and are incorporated into this contract by reference;

C. Comply with the HIV standards at Exhibit C, which are incorporated into this contract by reference;

D. Furnish such semi-annual financial and program data as may reasonably be requested by the Department;

E. Provide reasonable access to all records, books, reports, and other data and information needed to accomplish reviews of services and expenditures;

F. Permit the Department, or Department's designee, to inspect, review, and audit its records and reports to review services and evaluate performance; and

G. Permit the Department, or Department's designee, to conduct site visits at times mutually agreed upon between the parties.

2.2 Confidentiality.

When applicable, records of identity, diagnosis, prognosis, or treatment of any Defendant through this contract shall be confidential and may be disclosed only in accordance with applicable laws.

A. Absent specific statutory authority to the contrary, no confidential information may be released without the Defendant's written consent as documented by a signed release form that complies with the requirements of the applicable laws and regulations.

B. All records prepared in conjunction with this contract or maintained on Defendants shall be the property of the Department. All records (electronic or paper) pertinent to this contract shall be retained by the Providing Party for a period of five years with the following qualification: if any audit, litigation or claim is initiated before the expiration of the five-year period, the records shall be retained until the audit, litigation or claim has been resolved. The Providing Party shall request disposition instructions from the department at the end of the retention period.

C. The Performing Party shall promptly notify the Department in writing if any legal process requires disclosure of a defendant's record and shall obtain written acknowledgment of the Department's representative.

ARTICLE III
MODIFICATION, RENEWAL, CANCELLATION, DEFAULT, AND TERMINATION

3.1 Modification.

This contract may be modified at any time with the mutual consent of the Director of the Department and of the Performing Party. Any such modification must be documented in writing.

3.2 Renewal.

This contract may be renewed in one-year increments by the mutual consent of the Director of the Department and of the Performing Party. Any such renewal must be documented in writing.

3.3 Cancellation.

Payments must be made form current revenues available to the Department. This contract is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature.

3.4 Termination for Convenience.

Either party may terminate this contract for any reason, without cause, and at any time, by furnishing to the other party thirty (30) days prior written notice. Upon termination, the Department shall only be obligated to compensate the Performing Party for services performed and payments earned hereunder up to the date of the termination. The Performing Party shall be obligated to provide services until the date of the termination. Neither party shall be entitled to any other compensation based on this contract.

3.5 Default, Cure Notice, Termination for Cause.

A. Default by the Performing Party.

1. A material failure to keep, observe, perform, meet or comply with any term or provision of this contract by the Performing Party shall constitute an event of default.

2. Upon the occurrence of an event of default by the Performing Party, the department shall notify the Performing Party of such event of default by registered United States Mail, return receipt requested.

3. Upon receipt of a notice of an event of default, the Performing Party shall have thirty (30) days to cure the default.

4. If the Performing Party fails to cure the default, the Department may suspend payments, terminate the contract for cause, and pursue any remedy it may have at law or in equity.

B. Default by the Department.

1. A failure by the Department to pay the Performing Party within thirty (30) days after such payment is due, provided such failure to pay is not the result of the Comptroller of the State of Texas withholding payments to the Department, shall constitute an event of default.

2. Upon the occurrence of an event of default by the Department, the sole remedy of the Performing Party is to terminate the agreement. Upon such termination, the Performing Party shall be entitled to receive payment from the Department for all services satisfactorily furnished up to and including the date of termination.

This agreement shall continue in force until September 1, 2007, or until changed by operation of law.

Executed this 24th day of October, 2006, in Collin County, Texas.

R Z Hughes

CSCD Director
Collin County, Texas

COUNTY JUDGE
Collin County, Texas

EXHIBIT A

PERFORMANCE MEASURES

Strategy 1: Provide security, adequate health, safety precautions, meals, clothing, recreation, medical, and other care for the offender as set forth by the standards of the Texas Commission on Jail Standards.

Measures: One hundred percent of the individuals served will be provided security, adequate health, safety precautions, meals, clothing, recreation, medical and other care required by the Texas Commission on Jail Standards and monitored at annual inspections by that Agency.

Adjustment: The Vendor will provide the Department with a copy of the annual inspection report of the Minimum Security Facility within 30 days of receipt or reimburse the unit rate per bed day for each day past thirty days that the report is not provided to the Department.

Strategy 2: Provide the Department with offender status reports concerning inmate violations while in the Sheriff's Convicted Offender Re-entry Effort Program or the Restitution Center Program.

Measures: One hundred percent of the individuals served will have violations documented in status reports. Status reports will be forwarded to the Department within ten days of the violation.

Adjustment: The Vendor will reimburse the unit rate per bed day for each day past ten days that a status report is not provided to the Department.

Strategy 3: Provide the Department with a release from custody report documenting the authorization of release of offenders from custody.

Measures: One hundred percent of the individuals exiting the Sheriff's Convicted Offender Re-entry Effort Program or the Restitution Center Program will have a release from custody report completed and forwarded to the Department with in ten days of discharge.

Adjustment: The Vendor will reimburse the unit rate per bed day for each day past ten days that a release from custody report is not provided to the Department.