

SETTLEMENT AGREEMENT

1. The parties to this Agreement are the United States Department of Justice ("Department of Justice"), Webb County, Texas, ("County or Webb County"), and the Webb County Juvenile Board ("Board").

The parties hereby agree as follows

2. In a Determination issued on December 4, 1997 on five charges that alleged violations of the Age Discrimination in Employment Act of 1967, as amended, the Equal Employment Opportunity Commission ("EEOC") found, among other things, reasonable cause to believe that Webb County violated Title VII of the Civil Rights Act of 1964, as amended, when it issued a vacant job position announcement soliciting only female applicants for a Child Care Worker I position. On or about April 30, 1998, the EEOC referred the Title VII aspects of its Determination to the Department of Justice. By letter of February 17, 1999, the Department of Justice informed the Webb County Attorney that it was conducting an investigation to obtain additional facts. By letter of August 27, 1999, the Department of Justice informed the Webb County Attorney of its determination that the policy and practice of filling all of the County's Child Care Worker positions on the basis of sex discriminated against both male and female applicants and potential applicants for the position; that this policy and practice constituted a pattern or practice of discrimination in violation of Title VII; and that suit had been authorized against the County and the Board under Section 707 of Title VII, 42 U.S.C. 2000e-6(a). In its letter of August 27, 1999, the Department of Justice advised the Webb County Attorney of the kind of corrective action the Department believed to be necessary to bring the County and the Board into compliance with Title VII.

3. Webb County and the Webb County Juvenile Board maintain that they acted in a lawful manner at all times and deny that they engaged in any sort of discriminatory hiring practices or any other violations of Title VII. The County and the Board have decided to enter into this Agreement in the interest of assuring that their implementation of their programs will not inadvertently lead to any practice that could be interpreted as discriminatory.

4. The parties have determined that their respective interests can be met without engaging in protracted litigation to resolve this dispute and have therefore voluntarily entered into this Agreement.

5. Nothing in this Agreement shall be construed as an admission of liability or wrongdoing by the County or Board.

The County and Board agree to

6. Utilize non-discriminatory selection procedures that do not rely on the use of sex, except as permitted by Title VII and federal law, whenever filling a Child Care Worker vacancy, either through initial hiring or promotion.

7. Designate no more than one (1) male and one (1) female Child Care Worker position per shift in the County's Juvenile Detention Center to perform any duties such as strip searches, the removal of a detainee's clothing, and observing a detainee when showering. All of the other Child Care Worker positions shall be filled without regard to gender.

8. Notify all past applicants for Child Care Worker positions who were not hired of the revised policies for filling Child Care Worker positions as set forth in this Agreement and invite them to reapply for future vacancies in Child Care Worker positions to the extent that records exist that permit the County

and Board to identify such applicants.

Other provisions

9. For a period of three (3) years from the effective date of this Agreement, the County and Board shall provide the Department of Justice with an annual report containing a description of all Child Care Worker positions filled during the reporting period, the selection procedure utilized to fill each vacancy, the name and sex of all applicants, the name and sex of the individual selected to fill each vacancy and the basis for the selection of each successful candidate. The reporting period shall run from January 1 through December 31. The County and Board will submit the report required by this paragraph within thirty (30) days of the close of the reporting period. The report shall be submitted to the Department of Justice at the following address:

Charles E. Leggott
U.S. Department of Justice
Civil Rights Division
Employment Litigation Section
P.O. Box 65968
Washington, D.C. 20035-5968

Overnight or express delivery:

Charles E. Leggott
U.S. Department of Justice
Civil Rights Division
Employment Litigation Section
Room 4028
601 D. St., N.W.
Washington, D.C. 20004

10. The County and Board shall retain for the duration of this Agreement any records necessary to monitor its implementation including all job applications submitted to the County or the Board in connection with the hiring or promotion of persons to the position of Child Care Worker, and copies of schedules showing the shifts to which each Child Care Worker, identified by sex, has been assigned during the reporting period.

11. The Department of Justice shall have the right to inspect and copy any and all of the above documents and records upon reasonable notice to the County and Board.

12. If the Department of Justice believes that this Agreement or any portion of it has been violated, it will raise its concern(s) with the County and the Board and the parties will attempt to resolve the concern(s) in good faith. The County and the Board will be given twenty-one (21) days to cure any breach of this Agreement prior to the institution of any enforcement action. The Department of Justice (United States) may institute a civil action in the appropriate United States District Court to enforce this Agreement if it believes that this Agreement or any requirement thereof has been violated after the referenced 21 day period has expired.

13. Failure by the Department of Justice to enforce this entire Agreement or any provision thereof shall not be construed as a waiver of its right to do so with regard to other provisions of this Agreement.

14. Under § 707(a) of Title VII, 42 U.S.C. 2000e-6(a), whenever the Attorney General believes that a state or local government employer is engaged in a pattern or practice of discrimination in violation of the Act, she may bring a civil action in the appropriate United States District Court. In consideration for the County and Board agreeing to take the corrective action requested by the Department of Justice in its letter of August 27, 1999 to the Webb County Attorney, the Attorney General agrees not to file the suit authorized against the County and Board referenced in paragraph 2, above. Nothing in this Agreement precludes the Attorney General from investigating or bringing any action under any statute or regulation against the County or the Board under factual circumstances other than those covered by this Agreement.

15. This Agreement is a public document and constitutes the entire agreement between the parties on the matters raised herein. No other statement, promise, or agreement, either written or oral, made by either party or agents of either party, that is not contained or referenced in this written Agreement, shall be enforceable. Copies of this Agreement shall be made available to any person by either party upon request to that party.

Effective Date/Termination Date

16. This Agreement is effective on the date of the last signature below. The termination date is four (4) months from the date the County submits its final report as required by paragraph 9 of this Agreement.

For Webb County Juvenile Board:

 By: Hon. Jesus Garza
 Chairman, Webb County
 Juvenile Board
 Judge, County Court at Law
 No. 2
 1110 Victoria, Fourth Floor
 Laredo, Texas 78040

Dated: _____

For Webb County

 By: Hon. Mercurio Martinez, Jr.
 Webb County Judge
 1000 Houston Street

For the United States:

Department of Justice: Bill Lann Lee
 Acting Assistant Attorney General
 Dated: _____

By: William B. Fenton
 Charles E. Leggott
 Attorneys
 Employment Litigation Section
 Civil Rights Division
 U.S. Department of Justice

P.O. Box 65968
Washington, D.C. 20530-5968
(202) 514-0548

Attest:

Henry Flores
Webb County Clerk
For the United States
Department Of Justice:
BILL LANN LEE
Acting Assistant Attorney General

By: WILLIAM B. FENTON
CHARLES E. LEGGOTT

Attorneys
Employment Litigation Section
Civil Rights Division
U.S. Department of Justice
P.O. Box 65968
Washington, D.C. 20530-5968
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Dated: _____