

State of Texas
County of Angelina

**CONTRACT AND AGREEMENT FOR DETENTION OF
JUVENILE OFFENDERS**

This Contract and Agreement made and entered into by and between the Juvenile Board of Angelina County, acting by and through its duly authorized representatives, and through its Commissioners' Court and the Juvenile Board of Tyler County acting by and through its duly authorized representatives, and through its Commissioners' Court to be effective April 1, 2019 to March 31, 2020.

I. WITNESSETH

WHEREAS, the Angelina County Juvenile Board operates the Angelina County Juvenile Detention Center, also referred to as "The Facility." Whereas the Tyler County Juvenile Board, in order to carry out and conduct its juvenile program in accordance with Title III of the Texas Family Code has need of the use of detention facilities to house and maintain children of juvenile age, referred for an act of delinquent and/or an act of indicating a need for supervision, during pretrial and predisposition status, and

WHEREAS, the Angelina County Juvenile Board will make the facilities available to the Tyler County Juvenile Board for such use and purpose, and the Tyler County Juvenile Board desires to contract for the use of said facility under the following terms and conditions. Tyler County Juvenile Probation Department shall provide, to the detention staff, an offense report, warrant, or order of immediate custody upon admission to the Juvenile Detention Center. The report must show probable cause that the child was involved in the alleged offense. If a legible offense report, warrant, or order of immediate custody is not provided, the child shall not be

admitted. Each child placed in the facility by Tyler County shall be placed therein under an order of the Juvenile Court pursuant to Texas Family Code Section 54.01, specifically including the probable cause finding required by the Texas Family Code § 54.01 (1)(3)(o), and the administrator shall be furnished a copy of said order within 48 hours of the detention of said child. A hearing on the original detention may not be waived in accordance with the Texas Family Code § 54.01.

Now, therefore, the parties agree as follows:

- (1) Angelina County Juvenile Detention Center, operated by the Angelina County Juvenile Board, will provide room and board; supervision on a twenty-four (24) hour per day, seven (7) days per week basis; (but shall not pay for emergency examination, treatment, or hospitalization) and a program of education and recreation to each child placed within the facility.
- (2) Tyler County Juvenile Board agrees to pay Angelina County Juvenile Department the sum of \$100.00 per day for each child placed within the facility. In the event of a high risk suicidal child placed within the facility an additional \$150.00 per day will be charged to cover continuous, uninterrupted visual supervision by a juvenile supervision officer. If a child is classified as suicidal after admission to the facility the committing County will be notified as soon as possible. A child placed in detention before midnight on any one day will be considered under this contract as having been in custody the entire day for billing purposes. Angelina County Juvenile Department will monthly bill Tyler County for use of the detention facility. Each billing shall contain both the initials of the child(ren) and

the number of days for which payment is requested. This sum shall be made payable to Angelina County, Texas and remitted to the County Treasurer, PO Box 908, Lufkin, Texas 75902-0908 within twenty (20) days of receipt of billing.

- (3) If in the discretion of a doctor or the Angelina County Chief Probation Officer or his designee, (hereafter called "Superintendent") there is a need for emergency examination, treatment and/or hospitalization for a child placed in the facility by the Tyler County Juvenile Board, the Superintendent is authorized to secure such examination, treatment, or hospitalization at the expense of the Tyler County Juvenile Probation Department. Tyler County Juvenile Board agrees to pay for said services and to indemnify and hold harmless Angelina County and/or the Angelina County Juvenile Board, its representatives, agents, and employees, for any liability, for charges for medical treatment, examination, and/or hospitalization. The Superintendent shall notify Tyler County Juvenile Board or representative of such emergency treatment as soon as reasonably practical.
- (4) If a child placed in the facility by Tyler County requires non-emergency medical attention, it is the responsibility of Tyler County to secure treatment for that child. It is the responsibility of Tyler County to transport the child to and from treatment and hold harmless Angelina County and/or the Angelina County Juvenile Board, representatives, agents and employees, for any liability, and charges for medical treatment.
- (5) Prior to transporting a child to the facility for placement, the official authorizing placement shall call the facility to insure that space is available. The detention needs of Angelina County shall take precedence over those of contracting

jurisdictions and placement of children from contracting jurisdictions may be denied if there is no available space in the discretion of the Superintendent or a representative of the Angelina County Juvenile Board.

- (6) The resident county of the TJJD child will be responsible for placement cost and any other services needed as stated within this contract.
- (7) Each child placed therein shall be required to follow the rules and regulations of the facility as fixed and determined by the Superintendent and his staff.
- (8) Angelina County Juvenile Board has resolved to operate the Detention Facility in compliance with the Juvenile Justice and Delinquency Prevention Act, and therefore will not accept from contracting jurisdictions children whose detention would prevent the facility from complying with the Juvenile Justice and Delinquency Prevention Act. Section 223 (a)(12) provides that “juveniles who are charged with or who have committed offenses that would not be criminal if committed by an adult or offenses which do not constitute violations of valid court orders, or such non-offenders as dependent or neglected children, shall not be placed in secure detention facilities or secure correctional facilities.”
- (9) If a child is accepted from Tyler County and such child thereafter is found to be, in the judgment of the Superintendent, or an Angelina County Juvenile Board representative, mentally unfit, dangerous, or unmanageable, or whose mental or physical health/condition might endanger the other occupants of the facility, then the Superintendent’s or Angelina County Juvenile Board representative’s judgment, upon such determination and notification by the Superintendent to the Tyler County Juvenile Judge or Probation Office, the contracting jurisdiction shall

immediately and forthwith remove or cause to be removed such child from the detention facility.

Children who are intoxicated or in need of medical attention will not be accepted under any circumstances without having been seen, treated and released by a medical professional.

Children who are assessed to be at Moderate Risk for Suicidal behavior during non-program hours shall be visually checked by a juvenile supervision officer at staggered intervals not to exceed every ten (10) minutes, the juvenile supervision officer shall document each visual observation with the time of observation and general description of the resident's behavior.

Children who are at High-Risk for Suicidal Behavior during non-program hours or who are confined or restricted from the general population shall be under continuous uninterrupted visual supervision of a juvenile supervision officer. The juvenile supervision officer shall have no other duties including the supervision of another resident or residents classified as high risk for suicidal behavior. The juvenile supervision officer shall document physical observations of a high risk resident at staggered intervals not to exceed every thirty (30) minutes., per TJJD Standard 343.348(a)(2)

- (10) Angelina County Juvenile Board agrees that the facility will accept any child qualified thereunder, without regard to such child's religion, race, creed, color, sex or national origin.
- (11) Tyler County agrees to provide the Angelina County Juvenile Department the names of all persons authorized by them to visit children placed in the facility.

Visitors must be jointly approved by the child's caseworker and the Superintendent. Visitors must be limited to two (2) per child per visit and must be eighteen (18) years of age or older.

- (12) Tyler County Juvenile Probation Department shall assure that a representative of that department contact each child placed in the facility a minimum of three times per week. These visits may be by telephone. The contracting department shall report all significant incidents regarding a child's medical, psychological history and needs, as well as a profile of the child's behavior during the admission process or within 24 hours. Further, the Superintendent shall be informed of the status of the child while in detention and shall be informed of all court dates and times so appropriate arrangements can be made.
- (13) Tyler County shall assume financial responsibility for damage to or loss of property at the facility due to the action of a child placed in the facility by Tyler County. Reimbursement for said damage or loss shall be paid within thirty (30) days of notification by the facility.
- (14) It is understood and agreed by the parties hereto that children placed in the facilities under the proper order of the Juvenile Court of Tyler County shall be maintained therein except that the staff of the contracting jurisdiction may take the children under supervision from the facility to court hearings, counseling sessions, medical/dental appointments or other places as determined by the contracting jurisdiction. The staff of the contracting jurisdiction will be required to give adequate notice as to when the child will be removed, expected return time and will sign a temporary release form.

- (15) It is further understood and agreed by the parties hereto that children placed in the facility shall be removed by Tyler County, its agents, servants or employees at the expiration of the detention order under which the child is being detained unless a new order has been issued authorizing the continued detention, and a copy of such order, duly certified by the clerk of the Court, has been delivered to the facility. A copy of the order issued pursuant to waiver shall be furnished promptly to the facility.
- (16) It is further understood and agreed by the parties hereto that should a child not be removed by Tyler County, its agent, servants, or employees as required in paragraph (14) by 12:00 noon of the 15th working day of detention and a new order authorizing continued detention has not been received at the detention facility, an employee of the Angelina County Juvenile Department will deliver the child to the Juvenile Court of Tyler County for which there will be an additional charge of \$50.00 dollars per child plus fifty-four cents (\$0.54) per mile per round trip.
- (17) It is further understood and agreed by the parties hereto that children placed in the facility shall not be removed prior to the expiration of the Court order except by a Probation Officer of the contracting jurisdiction or as provided in paragraph (8) above, without delivery of an Order of Release signed by the Judge of the Juvenile Court of Tyler County.
- (18) It is further understood and agreed that nothing in this Contract shall be construed to permit Tyler County, its agents, servants, or employees in any way to manage, control, direct or instruct Angelina County or the Angelina County Juvenile

Board, its servants or employees in any manner respecting any of their work, duties or functions pertaining to the maintenance and operation of the facilities.

- (19) It is the agreement of the parties that in the event Tyler County is required to remove a child from the facility under the terms of this contract, and fails to do so, the Angelina County Juvenile Board representative will return the child to its home jurisdiction at a cost of \$50.00 dollars per child plus fifty-four cents (\$.54) per mile per round trip payable to Angelina County within ten (10) days of receiving requests for payment.
- (20) Under Section 231.006, Family code, the vendor or applicant certifies that the individual or entity named in this contract, bid or application, is ineligible to receive the specific grant, loan or payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- (21) In this agreement Angelina County shall adhere to all applicable state and federal laws and regulations pertinent to the provisions of service provided by Angelina County or pertinent to Angelina County's provisions of service.
- (22) It is further understood and agreed that Angelina County shall account separately for the receipt and expenditure of any and all funds received under this contract. Angelina County shall expend funds paid through this contract solely for allowable expenses directly related to the provisions of treatment services.
- (23) It is further understood that Angelina County will maintain and make available for inspection, audit or reproduction by an authorized representative of the Tyler County Court, the Comptroller General of the United States, Department of Justice and the State of Texas, all records, financial, programmatic, statistical and

supporting documents pertinent to this contract. Angelina County will retain its records for three (3) years or until all audits, litigation, claims, or other findings involving the records have been resolved.

GOALS, OUTPUTS, MEASURABLE OUTCOMES

- (1) Goals – Youth will learn social skills, appropriate decision making skills and improved self esteem. Youth will benefit from the education services provided as well as the volunteer programs.
- (2) Outputs – Angelina County will provide a safe, secure environment with twenty-four (24) hour supervision of youth by trained staff; Angelina County will comply with the Standards as set forth by the Texas Juvenile Justice Department. Angelina County will also comply with all Federal Prison Rape Elimination Act Standards.
- (3) Measurable Outcomes – Angelina County will provide an environment that is conducive to the health and safety of the children in the care of the Angelina County Juvenile Detention Center; Angelina County will chart each resident's daily behavior and will submit 100% of progress reports to Tyler County Juvenile staff in a timely manner upon request.

II. TERMINATION

The term of this contract shall be for a period of one (1) year, unless specified, from the effective date and it shall be renewed and deemed renewed annually hereafter in the event either party hereto gives the required notice; however, if either party hereto feels in its judgment that the contract cannot be successfully continued, and desires to terminate this contract, then the party so desiring to terminate may do so by notifying the other party in writing, by certified mail

or personal delivery to its principal office, of its intention to terminate the contract thirty (30) calendar days from the date of the Notice to Terminate is received by the other party. At 12:00 o'clock midnight, thirty (30) calendar days after receipt of notice to terminate, become null and void and be of no further force or effort.

On or about the termination date, Tyler County Juvenile Board shall remove all children from their jurisdiction currently in the facility.

III. DEFAULT

- (1) In the event of a default of the Angelina County Juvenile Board, the Tyler County Juvenile Board may cancel or suspend the contract and the Angelina County Juvenile Board shall be entitled to recovery for all services provided prior to the cancellation date or shall repay any funds advanced for services not yet rendered.
- (2) In the event of default on the part of Tyler County Juvenile Board, Angelina County Juvenile Board may cancel or suspend this contract and Angelina County Juvenile Board shall be entitled to recovery for all services provided prior to the cancellation date and shall repay any funds advanced for any services not yet rendered.

IV. MISCELLANEOUS PROVISIONS

- (1) Tyler County hereby certifies that funds are available for the current fiscal year for payments anticipated under the terms and conditions of this agreement.

This Contract and Agreement this date executed is made by and between the parties hereto; it being the declared intention of the parties hereto that the above and foregoing Contract, is a Contract providing for the care of children who have allegedly

committed an act indicating a need for supervision and payment for such care by Tyler County for such children placed in the facility by the Judge of Tyler County for Tyler County having Juvenile Jurisdiction.

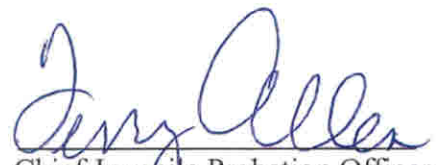
Executed this the _____ day of _____, 2019 to be effective for Tyler County each copy hereof shall be considered an Original copy for all purposes.

Chairman, Angelina County
Juvenile Board

Chief Juvenile Probation Officer
Angelina County

Angelina County Judge

Chairman, Tyler County
Juvenile Board



Chief Juvenile Probation Officer
Tyler County