

STATE OF TEXAS §

FILED FOR RECORD

COUNTY OF HARDIN §

2019 JAN 16 PM 12:02

**CONTRACT FOR JUVENILE DETENTION SERVICES
(PRE-ADJUDICATION)**

GLENDIA ALSTON
COUNTY CLERK
HARDIN COUNTY, TEXAS

THIS CONTRACT, is made by and between the Hardin County, Texas Commissioners Court and Tyler County, Texas in consideration of the mutual promises and covenants herein contained and the services agreed to be furnished and the sums of money agreed to be paid.

WHEREAS, The Hardin County Chief Juvenile Probation Officer is the Manager of the Hardin County Juvenile Detention Center which has, from time to time, vacant bed space; and

WHEREAS, Tyler County, Texas is in need of such space for housing juveniles detained by the authorities of Tyler County.

NOW, THEREFORE, Tyler County, Texas and Hardin County, Texas agree as follows:

1. PROVISIONS OF SERVICES:

The Hardin County Juvenile Probation Department will provide the following services:

- A. Detention bed space in the Hardin County Juvenile Detention Center in accordance with provisions as out in Title III, Section 51.12(e), 53.02(c), and 54.01 of the Texas Family code. Tyler County agrees to act in compliance with these provisions and with all other statutory requirements concerning the referral and detention of juveniles. Tyler County agrees to provide the Hardin County Juvenile Detention Center with a certified copy of the Order of Detention and/or Order of Waiver of Subsequent Detention Hearings.
- B. The Hardin County Juvenile Probation Department will provide housing, food, recreation, education, and supervision for those Tyler County juveniles ordered detained by Tyler County Juvenile Court.
- C. Arrangement for detention of any Tyler County juvenile in the Hardin County Juvenile Detention Center shall be made with the Hardin County Chief Juvenile Probation Officer or appropriate probation officer on call and prior to transfer of said juvenile.
- D. Availability of bed space for Tyler County juveniles will be determined by the Hardin County Juvenile Probation Department with the first priority for bed space given to Hardin County juveniles. Tyler County Juvenile Probation Department agrees that in the event that a Tyler County juvenile is occupying a bed needed for a Hardin County juvenile, the Hardin County Juvenile Probation Department will give Tyler County notice to immediately remove the Tyler County juvenile to another detention center and Tyler County agrees to, upon receipt of such notice immediately remove said juvenile from the Hardin County Detention Center.
- E. The Hardin County Juvenile Probation Department accepts no responsibility for casework, investigation or transportation (except in medical emergencies) involving Tyler County juveniles.

- F. The Hardin County Juvenile Probation Department will assume no financial responsibility for medical, psychological, or psychiatric treatment for a Tyler County juvenile. In the event of serious illness of, or injury to, any detained Tyler County juvenile requiring emergency medical treatment, the Hardin County Juvenile Probation staff will make a decision as to the appropriate measure to obtain treatment as needed. Illnesses or injuries will be reported to Tyler County. Tyler County agrees to reimburse Hardin County Juvenile Probation Department for any medical expenses incurred for the treatment of a Tyler County juvenile.
- G. There will be additional fees for any juvenile placed on suicide watch while in the Hardin County Juvenile Detention Center. When the Hardin County Juvenile Detention Center makes a determination that a juvenile is in need of suicide watch, the staff will immediately notify the Tyler County Juvenile Probation Department. At the time a juvenile is placed on suicide watch, additional staff will be called in and 24 hour constant surveillance will be administered. The Hardin County Juvenile Detention Center reserves the right to determine when and if a juvenile is placed on or released from suicide watch.
- H. The visiting hours of the Hardin County Juvenile Detention Center are from 2:00 p.m. to 2:30 p.m., Monday through Friday, not including holidays. Parents and guardians are permitted to visit at the stated hours. The child's attorney or minister may visit at any time. Proper identification should be provided.
- I. Reimbursement for any damage or loss to property at the Hardin County Juvenile Detention Center due to the actions of a Tyler County juvenile being detained will be the responsibility of Tyler County and shall upon written notice of damage or loss of property, immediately be paid by Tyler County to the Hardin County Juvenile Probation Department.
- J. Tyler County will agree to have a detention hearing on each child they place in detention on the first working day after the child enters detention. If no detention hearing takes place on the first working day after the child enters detention, Tyler County will ensure that the child is removed from Hardin County Juvenile Detention Center by 3:00 p.m. of that same day. Tyler County agrees that any child who has been committed by Tyler County to the Texas Juvenile Justice Department will be removed from the Hardin County Juvenile Detention within forty eight (48) hours of the date of the judgement, including holidays and weekends.

2. FEES AND PAYMENTS:

The fee agreed upon by both parties for the services described above is \$105.00 per juvenile for each day, or any part thereof in which the juvenile is detained in the Hardin County Juvenile Detention Center. Both parties agree that an additional fee of \$145.00 per juvenile for each day, or any part thereof will be assessed when the juvenile is placed on suicide watch while in the Hardin County Juvenile Detention Center. The Hardin County Juvenile Probation Department will bill Tyler County at the first of each month for services rendered during the previous month and Tyler County agrees to pay Hardin County within 30 days thereof.

Make checks payable to: Hardin County Auditor

Mail to: Hardin County Juvenile Probation Department
P.O. Box 7
Kountze, Texas 77625

3. LAW AND VENUE:

In any legal action arising under this contract, the laws of the State of Texas shall apply; jurisdiction and venue shall be in Hardin County, Texas. In any other legal action in a specific juvenile court case involving a Tyler County juvenile, venue shall be in Tyler County.

4. RIGHT TO REFUSE SERVICES:

Hardin County Juvenile Probation Department reserves the right to refuse services to any Tyler County juvenile who it deems mentally ill and/or physically uncontrollable. Tyler County agrees to immediately remove from Hardin County Juvenile Detention Center any Tyler County juvenile who has been previously admitted but then is deemed to be mentally ill or physically uncontrollable.

5. INDEMNITY:

In connection with any services done or offered by Hardin County Juvenile Probation Department under and by virtue of the above and foregoing, the Tyler County Juvenile Probation Department of Tyler County, Texas, acting herein by and through the duly authorized representative of the Tyler County Commissioner's Court, hereby agrees and stipulates that it will hold Hardin County, Texas and each of the Hardin County Commissioners, Hardin County Juvenile Board, Hardin County Juvenile Probation Department and the Hardin County Juvenile Detention Center, its members, agents and employees whatsoever, free and harmless from any and all claims, assertions and judgements whatsoever, arising in connection with such services so offered or carried out hereunder.

6. CONTRACT CHANGES OR TERMINATION:

This agreement may be ratified or changed at any time when agreed upon by the Tyler County Chief Juvenile Probation Officer and the Hardin County Commissioner's Court. The Hardin County Commissioner's Court may terminate this agreement upon ten (10) days written notice to the Tyler County Chief Juvenile Probation Officer.

7. PRISON RAPE ELIMINATION ACT:

Facility Operator shall adopt and comply with the federal state, county, and city laws, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract, including the Prison Elimination Act of 2003 (PREA) which establishes a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detention, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile offenders.

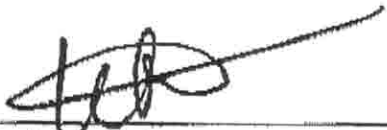
Under PREA, Facility Operator shall make available to the COP all incident-based aggregated data reports for every allegation of sexual abuse at its facility or facilities, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30 (PREA *115.387 (e) and (f) Furthermore, Facility Operator shall be responsible for the financial cost associated with any PREA audit.

8. CONTRACT PERIOD:

Contract period will begin on the 16 day of January, 2019 and will terminate on the 16 day of January, 2020.

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused their authorized representative to execute the agreement.

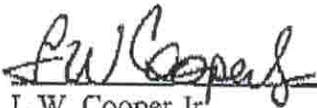
EXECUTED this the 15 day of January, 2019.



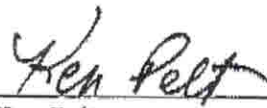
Wayne McDaniel
Hardin County Judge



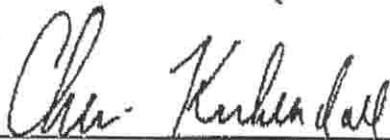
Jerry Allen
Chief Juvenile Probation Officer
Tyler County



L.W. Cooper Jr.
Hardin County Commissioner Pct #1



Ken Pelt
Hardin County Commissioner Pct #3



Chris Kirkendall
Hardin County Commissioner Pct #2



Alvin Roberts
Hardin County Commissioner Pct #4