

OCT 5 2018

Approved

**REQUEST FOR AGENDA PLACEMENT FORM**

**Submission Deadline - Tuesday, 12:00 PM before Court Dates**

**SUBMITTED BY:** Cristy Malott

**TODAY'S DATE:** 9-26-2018

**DEPARTMENT:** Juvenile Services

**SIGNATURE OF DEPARTMENT HEAD:**



**REQUESTED AGENDA DATE:** 10-5-2018

**SPECIFIC AGENDA WORDING:** Limestone County Agreement for Contract Services  
Daily Rate Change Amendment A

**PERSON(S) TO PRESENT ITEM:** Cristy Malott

**SUPPORT MATERIAL: (Must enclose supporting documentation)**

**TIME:** 1 min

**ACTION ITEM:** X

**WORKSHOP:**

(Anticipated number of minutes needed to discuss item)

**CONSENT:**

**EXECUTIVE:**

**STAFF NOTICE:**

**COUNTY ATTORNEY:** X

**IT DEPARTMENT:**

**AUDITOR:**

**PURCHASING DEPARTMENT:**

**PERSONNEL:**

**PUBLIC WORKS:**

**BUDGET COORDINATOR:**

**OTHER:**

\*\*\*\*\*This Section to be Completed by County Judge's Office\*\*\*\*\*

ASSIGNED AGENDA DATE: \_\_\_\_\_

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE \_\_\_\_\_

COURT MEMBER APPROVAL \_\_\_\_\_ Date \_\_\_\_\_

**AMENDMENT A**

**Agreement for Contract Services**

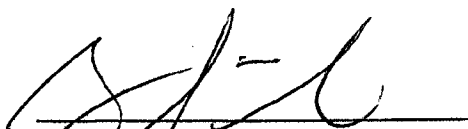
**Daily Rate Change**

**Effective September 1, 2018 – August 31, 2019**

Effective September 1, 2018, the Sending Jurisdiction agrees to pay the Service Provider a fee of \$100.00 per day, per child placed at the Facility by the Sending Jurisdiction by midnight. A juvenile placed at the Facility before midnight on any one day will be considered hereunder as having been detained for that whole day for billing purposes. The Service Provider will bill the Sending Jurisdiction at least monthly, with bills being payable within thirty-one (31) day of issuance. Each billing will contain


- (a) the name of each child;
- (b) the number of days charged for each child; and
- (c) the total sum due

Payment shall be made payable to the 77<sup>th</sup> Juvenile District, and shall be remitted to 908 N. Tyus Street, Groesbeck, Texas 76642.

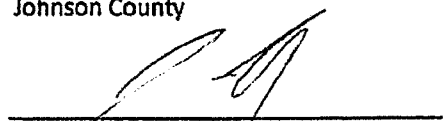
  
\_\_\_\_\_  
Brian Swick  
Director of Limestone County

8-30-18  
Date

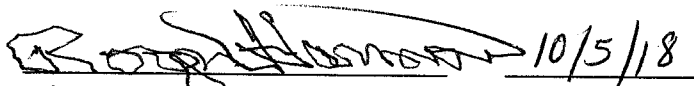
JOHNSON COUNTY

  
\_\_\_\_\_  
Chief Juvenile Probation Officer,  
Johnson County

8-29-18  
Date

  
\_\_\_\_\_  
Chairman Johnson County  
Juvenile Board, For and On Behalf of the  
Johnson County Juvenile Board

8/29/18  
Date

  
\_\_\_\_\_  
Johnson County Judge                      10/5/18  
Date

**AGREEMENT FOR DETENTION OF JUVENILES**  
**September 1, 2016-August 31, 2019**

This Agreement is entered into by and between Limestone County, Texas and the Juvenile Board of Limestone/Freestone County Juvenile Probation Department, also known as Seventy-Seventh Juvenile Probation and Youth Services District, acting by and through the Juvenile Probation Department (hereinafter "Service Provider") and Johnson County Probation and the Juvenile Board of Johnson County Probation (hereinafter "Sending Jurisdiction"), for certain detention space/services as set forth herein, on the date noted by the signature of the Limestone County Judge as set forth below.

**RECITALS:**

**WHEREAS**, Provider operates the Limestone County Juvenile Facility located at 908 N. Tyus Street, Groesbeck, Texas (hereinafter "Facility"), and

**WHEREAS**, the Sending Jurisdiction has a need to send/place juveniles at the Facility to meet its mandates under State law, and

**WHEREAS**, the Sending Jurisdiction envisions sending only pre-adjudicated juveniles to the Facility, and

**WHEREAS**, the Service Provider will make the Facility available to house the Sending Jurisdiction's juveniles, subject to available space, on the terms and conditions set forth below, and

**WHEREAS**, pursuant to Chapter 791 of the *Government Code* such interlocal cooperation is authorized.

**NOW, THEREFORE**, the Service Provider and the Sending Jurisdiction agree as follows:

**I. SERVICE PROVIDER OBLIGATIONS**

Service Provider will provide the following services to juveniles placed in the Facility by the Sending Jurisdiction under this Agreement.

- (a) room and board;
- (b) secure custody, care, and safekeeping;
- (c) detention in accordance with applicable standards at a certified facility;
- (d) 24 hour per day supervision, and
- (e) programs for education and recreation to the extent required for, or applicable to a juvenile based on the level of supervision, charge, and length of stay.

Service Provider is under no obligation to reserve or retain space for the Sending Jurisdiction's juveniles.

Service Provider is under no obligation to provide specialized programs, or programs in excess of applicable requirements.

If in the discretion of a medical professional or a representative of the Service Provider there is a need for medical examination, medical treatment or hospitalization of a juvenile placed in the facility by the Sending Jurisdiction, the Service Provider is authorized to secure such examination, treatment, or hospitalization at the expense of the Sending Jurisdiction. The Sending Jurisdiction hereby agrees and contracts to pay for all expenses and costs. If acceptable to the medical provider, billing should be directly to the Sending Jurisdiction, and paid directly by the Sending Jurisdiction. If the Service Provider is required to pay for the services, such costs and expenses shall be reimbursed by the Sending Jurisdiction to the Service Provider within thirty-one (31) business days after receipt of notice of such expenditures from the Sending Jurisdiction. The Service Provider will endeavor to notify the Sending Jurisdiction of such medical care provided as soon as reasonably practicable. If hospitalization becomes necessary, the sending Jurisdiction agrees to pay, in addition to the cost of hospitalization, an additional premium to cover the additional costs for supervision. The Service Provider will contact the Sending Jurisdiction prior to securing non-emergency medical or dental care for approval.

## **II. OBLIGATIONS OF SENDING JURISDICTION**

The Sending Jurisdiction must provide acceptable proof of authority for placement of a juvenile in the Facility prior to the juvenile being accepted for detention (offense report, warrant or court order). If such is not provided, or is incomplete/unacceptable in the discretion of the Service Provider, the juvenile will not be admitted.

The Sending Jurisdiction shall remove any child placed in the Facility prior to the 10<sup>th</sup> working day after an initial detention order, or the 15<sup>th</sup> working day after a subsequent detention order, unless a new detention order has been issued by the appropriate court and provided to the Service provider. If the Sending Jurisdiction fails to remove the child, the Service Provider will transport the child to the applicable Juvenile Court in the Sending Jurisdiction, and the Sending Jurisdiction will be charged, and agrees to pay, \$100.00 per child, and \$0.585 cents per mile expense (round trip) within thirty-one (31) days of being billed for the same

Absent subsequent court order or authorization for continued detention under law, a child placed in the Facility by authority other than a detention order must be removed by the Sending Jurisdiction before the expiration of the second working after the child is taken into custody, unless the child is detained on a Friday or a Saturday, in which case he/she shall be removed on the first working day thereafter.

The Sending Jurisdiction agrees to pay the Service Provider a fee of \$95.00 per day, per child placed at the Facility by the Sending Jurisdiction. A juvenile placed at the Facility before midnight on any one day will be considered hereunder as having been detained for that whole day for billing purposes. The Service Provider will bill the Sending Jurisdiction at least monthly, with bills being payable within thirty-one (31) day of issuance. Each billing will contain

- (a) the name of each child;
- (b) the number of days charged for each child; and
- (c) the total sum due

Payment shall be made payable to the 77<sup>th</sup> Juvenile District, and shall be remitted to 908 N. Tyus Street, Groesbeck, Texas 76642.

The Sending Jurisdiction agrees to pay all medical care expenses as set out in Section 1. However, non-emergent or non-health-threatening care will be provided directly by the Sending Jurisdiction unless other arrangements are made with the Service Provider in writing, and it is the responsibility of the Sending Jurisdiction to secure and arrange for such care, including transportation, unless other arrangements are made with the Service Provider in writing.

Prior to transporting a child to the Facility for placement, the Sending Jurisdiction shall call the Facility to insure that space is available. The detention needs of the Service Provider shall take precedence over the needs of the Sending Jurisdiction. If at any time the Service Provider's detention needs require that space be made at the Facility, the Sending Jurisdiction shall remove any child/children it has placed at the Facility in accordance with a request from the Service Provider. If the Sending Jurisdiction does not remove the child/children within 24 hours the child/children will be returned to the Sending Jurisdiction's Juvenile Court, and a charge of \$100.00 per child, and mileage of \$0.585 cents per mile (round trip), will be billed to the Sending Jurisdiction.

The Service Provider retains the right, in its sole discretion, to determine that a child is inappropriate or disruptive for continued detention at the Facility. If such a determination is made, the Sending Jurisdiction shall remove the child from the Facility immediately. If such a child is not removed from the Facility within 24 hours of notification by the Service Provider, the child will be transported to the Juvenile Court of the Sending Jurisdiction and the Sending Jurisdiction will be charged \$100.00 plus mileage of \$0.585 per mile. Children who are intoxicated, unconscious, or in need of medical attention will not be accepted under any circumstances.

Sending Jurisdiction agrees to provide the Service Provider with the name 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 Chief Juvenile Probation Officer. Visitors must be limited to two (2) people per child per visit with one (1) visit per day, and must be eighteen (18) years of age or older, and must be immediate family only. The Service Provider shall provide to the Sending Jurisdiction a copy of the visitation hours of the Facility. Attorneys may visit between the hours of 8:00 a.m. and 5:00 p.m. Monday thru Friday, but may request a special time after hours and on weekends with permission of the Chief Juvenile Probation Officer or the Detention Supervisor.

**Sending Jurisdiction's Juvenile Probation Department shall assure that a representative of that department contacts each child placed in the Facility a minimum of once weekly. These visits may be by telephone. The Sending Jurisdiction shall report all significant incidents regarding a child's medical, psychological, and behavioral history and needs. This information shall be provided during the admission process or within 24 hours. Further, the Chief Juvenile Probation Officer 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. Visitation by audio/visual and satellite hook-ups are acceptable means of contact.**

**Sending Jurisdiction 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 the Sending Jurisdiction. Reimbursement for said damage or loss shall be paid within thirty-one (31) days of notification by the Service Provider.**

**If in the discretion of the Service Provider there is a need for additional staff to supervise a child placed in the Facility by the Sending Jurisdiction, the Service Provider is authorized to secure such staff at the expense of the Sending Jurisdiction. The service provider will endeavor to notify the Sending Jurisdiction of the need of additional staff as soon as reasonably practicable.**

**It is understood and agreed by the parties hereto that children placed in the Facility under the proper order of the Juvenile Court of the Sending Jurisdiction shall be maintained therein except that the staff of the Sending 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 Sending Jurisdiction. The staff of the Sending 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. It is the Sending Jurisdiction's obligation to provide transportation and supervision for hearings and appointments/sessions, unless other arrangements are made with the Service Provider in writing.**

**It is further understood and agreed by the parties hereto that a child placed in the facility shall be removed therefrom by the Sending Jurisdiction, 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.**

**Each child placed in the Facility by the Sending Jurisdiction shall be required to follow the rules and regulations of the facility as fixed and determined by the Chief Juvenile Probation Officer and detention staff.**

**Service Provider retains the absolute right to reject a child for placement at the facility.**

### **III. OTHER TERMS AND CONDITIONS**

It is further understood and agreed by the Service Provider 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 Sending Jurisdiction, without delivery of an Order of Release signed by the Judge of the Juvenile Court of the Sending Jurisdiction, unless otherwise provided in this Agreement.

It is further understood and agreed that nothing in this Agreement shall be construed to permit the Sending Jurisdiction, its agents, servants, or employees in any way to manage, control, direct or instruct the Service Provider, its servants or employees in any manner respecting any of their work, duties or functions pertaining to the maintenance and operation of the Facility.

It is further understood and agreed that nothing in this Agreement is intended, or shall be construed to create a debt in violation of the Texas Constitution; and that the Sending Jurisdiction has appropriated current revenues to meet its obligations under this Agreement.

### **IV. COMPLIANCE**

Service Provider shall adhere to all applicable state and federal laws and regulations pertinent to the provision of services by Service Provider, resolving herein to operate the Facility in compliance with the Juvenile Justice and Delinquency Prevention Act and a zero tolerance policy regarding sexual abuse of a juvenile in the facility that is consistent with the Prison Rape Elimination Act of 2003. Service Provider will not accept from contracting jurisdictions children whose detention would prevent the Facility from complying with the Juvenile Justice and Delinquency Prevention Act and the zero tolerance policy regarding sexual abuse of a juvenile. 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 neglected children, shall not be placed in secure detention facilities or secure correctional facilities".

Service Provider agrees that the Facility will accept any child qualified hereunder without regard to such child's religion, race, creed, color, sex, national origin, ethnicity or disability. If a disabled juvenile is submitted and accepted for detention by the Service Provider, a higher rate set by the Service Provider to cover any increased costs of accommodation will be charged.

### **V. TERMINATION**

The term of this Agreement shall be for the period of three years, unless otherwise specified, from the effective date, subject to any agreed modification. However, if either party hereto feels in its judgment that the contract cannot be successfully continued, and desires to terminate this Agreement, 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 Agreement thirty (30) calendar days from the date the Notice to Terminate is received by the other party. At 12:00 midnight, thirty (30) calendar days after receipt of notice to terminate, the Agreement shall become null and void and be of no further force or effect.

**The Service Provider agrees to comply with all applicable laws and regulations.**

**On the termination date, Sending Jurisdiction shall remove all children placed by it in the Facility. The Service Provider shall be entitled to payment for all services rendered during the period between cancellation and removal of all the Sending Jurisdiction's juveniles from the Facility, on the terms set forth herein.**

#### **VI. DEFAULT**

**In the event of default of the Service Provider, the Sending Jurisdiction may cancel or suspend the Agreement, and the Service Provider shall be entitled to recovery of all services provided prior to the cancellation date or shall repay any funds advanced for services not yet rendered.**

**In the event of default on the part of Sending Jurisdiction, the Service provider may cancel or suspend this Agreement, and the Service Provider 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.**

**The Service Provider shall be entitled to payment for all services rendered during the period between cancellation and removal of all the Sending Jurisdiction's juveniles from the Facility, on the terms set forth herein.**

#### **VII. MISCELLANEOUS PROVISIONS**

**Sending Jurisdiction hereby certifies that the funds are available for the current fiscal year for payments anticipated under the terms and conditions of this Agreement.**

**To the extent required by applicable law, Service Provider shall account separately for the receipt and expenditure of any and all funds received under this Agreement.**

**The Service Provider shall comply with the Texas Government Code, Chapter 552, now referred to as the Public Information Act.**

**The Service Provider shall maintain all applicable records for a minimum of five years or until any pending audits and all questions arising therefrom have been resolved.**





This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of this Agreement shall be in Limestone County, Texas.


EXECUTED this 9<sup>th</sup> day of January, <sup>2017</sup>2016. A copy hereof shall be considered to have the same effect as an original.

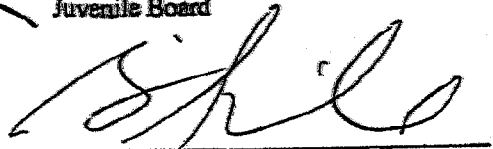
Johnson County

By:   
County Judge, Johnson County 1/9/17

  
Chief Juvenile Probation Officer, 1-10-17  
Johnson County

  
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Juvenile Board, For and On Behalf of the  
Johnson County Juvenile Board

  
County Judge, Limestone County, Texas  
Representing the Limestone/Freestone  
Juvenile Board

  
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