


AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: October 10, 2023
Meeting Date: October 23, 2023
Submitted By: Jeremy Burrell
Department: Juvenile Services
Signature of Elected Official/Department Head:


Court Decision:
This section to be completed by County Judge's Office

COMMISSIONERS COURT
OCT 23 2023

Approved

Description:

- h. Contract for Post-Adjudication Residential Services, Collin County
- i. Contract for Pre-Adjudication Detention Services, Collin County
- j. Interlocal Cooperation Agreement Secure Pre-Adjudication Detention Facility Services, Van Zandt County
- k. Contract Agreement for Detention Services, Gregg County
- l. Interlocal Cooperation Agreement Pre-Adjudication Facility, Denton County
- m. Service Contract for Post-Adjudication Residential Services, Denton County
- n. Contract and Agreement for Secure Short-Term Detention Services, Victoria County
- o. Contract and Agreement for Secure Long-Term Residential Services, Victoria County
(May attach additional sheets if necessary)

Person to Present: N/A

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) PUBLIC CONFIDENTIAL
(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: N/A minutes

Session Requested: (check one)
 Action Item Consent Workshop Executive Other _____

Check All Departments That Have Been Notified:
 County Attorney IT Purchasing Auditor
 Personnel Public Works Facilities Management

Other Department/Official (list) Juvenile Board

**Please List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email**

STATE OF TEXAS

§ INTERLOCAL COOPERATION AGREEMENT

COUNTY OF VAN ZANDT

§
§

JOHNSON
and
THE VAN ZANDT COUNTY JUVENILE PROBATION DEPARTMENT

Secure Pre-Adjudication Detention Facility Services

This Interlocal Cooperation Agreement (“Agreement”) is entered into by and between the **Johnson County** (“Sending County”), a political subdivision of the State of Texas, and the Van Zandt County Juvenile Board on behalf of the Van Zandt County Juvenile Probation Department (collectively referred to as “Receiving County”), a political subdivision of the State of Texas. This Agreement is entered into by the parties pursuant to authority granted under the Interlocal Cooperation Act, Texas Government Code Chapter 791.

WHEREAS, the Texas Juvenile Justice Department has made available funding and offered state financial assistance monies to assist local juvenile boards in the provision of juvenile probation services or the operation of a secure pre-adjudication detention facility, a short-term detention facility, a secure post-adjudication correctional facility, a non-secure residential treatment facility, or a juvenile justice alternative education program or a juvenile justice program as defined in Texas Family Code Section 261.405; and

WHEREAS, Sending County is seeking secure pre-adjudication detention facility services for youth under its jurisdiction; and

WHEREAS, Receiving County has the ability to provide said services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated herein, the parties agree as follows:

ARTICLE I
PURPOSE

1.01 The purpose of this Agreement is to provide Sending County with secure pre-adjudication detention facility services for youth within the jurisdiction of Sending County who have been accepted by the Van Zandt County Chief Juvenile Probation Officer for short-term placement at the Detention Center.

ARTICLE II
DEFINITIONS

2.01 For purposes of this Agreement, the following definitions apply:

- A. “Agreement”: Defined hereinabove.
- B. “Sending County”: Defined hereinabove.
- C. “Receiving County”: Defined hereinabove.

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- D. "Detention Center" means the Van Zandt County Juvenile Detention Center, located at 323 East Garland, Grand Saline Texas 75140.
- E. "TJJD" means the Texas Juvenile Justice Department.
- F. "Child/Children" means any and all child/children from Sending County's jurisdiction who have been accepted by the Van Zandt County Chief Juvenile Probation Officer for short-term placement at the Detention Center.
- G. "Child's Probation Officer" means a juvenile probation officer of the Sending County who is assigned to a Child.
- H. "PREA" means the Prison Rape Elimination Act of 2003 (28 CFR §115).

ARTICLE III

TERM

3.01 This Agreement shall commence on September 1, 2023 and end on August 31, 2024. It shall be automatically renewed for one-year terms thereafter, commencing September 1st and ending August 31st of each subsequent year, unless one party notifies the other in writing, at least 30 days prior to the expiration of said term, of its intention to not renew this Agreement.

ARTICLE IV

OPERATIONAL AUTHORITY

4.01 Receiving County owns and operates the Detention Center. The Detention Center is a secure pre-adjudication detention facility, and is registered with TJJD and certified by the Van Zandt County Juvenile Board.

ARTICLE V

CHILD ACCEPTANCE

5.01 Receiving County is under no obligation to accept a Child, and no Child will be accepted for placement in the Detention Center without the prior written approval of Van Zandt Chief Juvenile Probation Officer.

5.02 For a Child to be considered for short-term, secure pre-adjudication placement at the Detention Center, Sending County must contact the Detention Center Facility Administrator. Sending County will be required to provide copies of a Child's law enforcement records, probation documents, medical records and any other information that may assist Detention Center staff in providing the proper care and services to a Child. All documents shall be sent to:

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Linda Hathcock
Director of Juvenile Services
Van Zandt County Juvenile Probation Department
323 East Garland
Grand Saline, TX 75140
lhathcock@vanzandtcounty.org
(903) 962-6292 | fax: (903) 962-6413

- 5.03 Sending County will be responsible for all transportation needs of a Child, a Child's family, and a Child's Probation Officer while a Child is placed at the Detention Center.
- 5.04 A Child's probation supervision will remain under the jurisdiction of Sending County while Child is receiving services under this Agreement.
- 5.05 Sending County will be responsible for ensuring that a Child's pre-adjudication legal process and rights are met while residing at the Detention Center. This includes probable cause hearings, detention hearings, attorney visits, family visits, and all non-routine medical care.
- 5.06 Sending County will notify the Detention Center Facility Administrator 24 hours in advance of a date and time upon which Sending County will be removing a Child from the Detention Center. Events that would require a Child's removal from the Detention Center include court dates, medical visits, and discharge from the Detention Center.
- 5.07 Receiving County reserves the right to discharge a Child from the Detention Center at its discretion. In any event, Receiving County will only release a Child to a person or agency specifically designated by an authorized agent of Sending County.

ARTICLE VI
DETENTION CENTER SERVICES

- 6.01 The Detention Center is a secure pre-adjudication detention facility and provides a "Basic" level of care. Each Child will receive, at a minimum, the following services:
- A. A structured, supportive residential setting that is designed to maintain or improve a Child's functioning.
 - B. Routine supervision and guidance to ensure a Child's safety, involvement in age-appropriate structured activities, educational and rehabilitative services, and guidance from professionals or paraprofessionals to help attain or improve functioning appropriate to a Child's age and development.
 - C. Within the limits of state and federal law, all Children will have access to a free appropriate public education and related services through the San Antonio Independent School District while residing at the Detention Center.

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6.02 Receiving County will ensure that a Child's parent/legal guardian/custodian, a Child's Probation Officer, and any person specifically designated by an authorized agent of Sending County are immediately notified if a Child makes an unauthorized departure, becomes seriously ill, is involved in a serious accident, or has been transported to a hospital or emergency care facility.

ARTICLE VII
EVALUATION CRITERIA

7.01 Receiving County will be evaluated on the basis of the output and outcome measures contained in this section.

A. Sending County shall evaluate Receiving County's performance under this Agreement according to the following specific performance goals:

1. Ensure that each Child is provided a basic level of care during short-term placement at the Detention Center.

B. Sending County shall additionally evaluate Receiving County by the following output measures (in actual numbers of units of service and activities):

1. The total number of Children accepted for short-term placement at the Detention Center.

2. The total number of Children who received basic level of care services throughout their short-term placement at the Detention Center.

C. Sending County shall further evaluate Receiving County by the following outcome measures:

1. Percentage of Children who received a basic level of care throughout their short-term placement at the Detention Center.

ARTICLE VIII
COMPENSATION

8.01 For and in consideration of the above-mentioned services, Sending County agrees to pay Receiving County the per diem rate for each Child as established by the Receiving County at the time of a Child's intake to the Detention Center. The per diem rate as currently established is set forth in **Addendum A**, attached hereto and incorporated herein.

8.02 Receiving County may revise the per diem rate and specify an effective date thereof. Receiving County will notify Sending County in writing of such revisions and their effective date. Acceptance of services by Sending County after the effective date will signify Sending County's acceptance of the per diem rate change. If Sending County declines to accept the per diem rate change made by Receiving County, Sending County may terminate this Agreement subject to the conditions herein. In any event, a Child's per diem rate is established at the time of a Child's intake and will remain in effect until the Child is released from the Detention Center.

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8.03 The parties agree that the portion of any day on which a Child arrives at the Detention Center shall be computed as a full day under this Agreement, and subject to the per diem rate. Sending County shall not be responsible for any per diem fees for the day of a Child's departure from a Receiving County Facility.

8.03 Sending County will be responsible for all medical costs not included in the Detention Center basic level of care services.

8.04 Receiving County will submit an invoice for payment of services to the Sending County within 15 working days following the end of the invoiced month. Each invoice shall include information deemed necessary for adequate fiscal control including the Child's name, Child's PID number, the dates which a Child received services under this Agreement, and the per diem rate.

8.05 Invoices submitted by Receiving County shall be paid by Sending County within 30 days of receipt. The check will reference the Receiving County's invoice number and will be made payable to "The Van Zandt County Juvenile Probation." Payment will be sent to:

Van Zandt County Juvenile Probation Department
323 East Garland
Grand Saline, TX 75140

8.06 Sending County will direct any inquiries regarding an invoice or other fiscal matter to Receiving County's Office at lhathcock@vanzandtcounty.org. Sending County will not contact any other Receiving County employees regarding fiscal matters.

ARTICLE IX
REPRESENTATIONS

9.01 Receiving County hereby represents and states the following:

- A. That it has all necessary right, title, license, and authority to enter into this Agreement;
- B. That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Van Zandt, or any political subdivision thereof.
- C. That it will adhere to all 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 Agreement.
- D. That it acknowledges that state funds may be used to pay for services rendered to under this Agreement. For this reason, Receiving County will account separately for the receipt and expenditure of all funds received from Sending County, and will adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting, and auditing of such funds.

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- E. That it understands that acceptance of state funds under this Agreement acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Receiving County further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Receiving County will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate are included in any subcontract or arrangement Receiving County enters into in which funds received under this Agreement form all or part of the consideration.
- F. That all of its employees, volunteers and other individuals providing services to youth under the auspices of Receiving County will report any incident or allegation of abuse, neglect, exploitation, death, or other serious incident involving all residents in a Receiving County Facility in accordance with Texas Family Code Chapter 261 and Title 37 Texas Administrative Code Chapter 358 or successor provisions, and PREA. Additionally, with respect to a Child from Sending County, all incidents, and allegations, including sexual abuse, serious physical abuse, and death will also be faxed or emailed to the Sending County's Chief Juvenile Probation Officer, or other authorized designee, within 24 hours of the initial report.
- G. That it prominently posts in all public and staff areas in all of its office and Facility areas, both the English and Spanish language versions of the following official notice forms: TJJD Notice to Public Regarding Abuse, Neglect and Exploitation; and TJJD Notice to Employees Regarding Abuse, Neglect and Exploitation.
- H. That it will permit Sending County to examine and evaluate its program of services provided under the terms of this Agreement and/or to review its records periodically. This examination and evaluation of the program may include site visitation, observation of programs in operation, interview, and the administration of questionnaires to the staff of Receiving County and the Weekend Program participants when deemed necessary.
- I. That it will retain and make available to Sending County all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available Sending County's inspection, all contractual agreements with Receiving County's subcontractors for services related to this Agreement.
- J. That it will cooperate with and testify in any formal, informal, administrative, or judicial proceeding or hearing regarding any matter Sending County considers necessary for the investigation of abuse, neglect or exploitation allegations, complaints, financial and programmatic audits, or any other matter under its authority. Compliance with this provision is not intended as, nor does it constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.
- K. That it will maintain strict confidentiality of all information and records relating to a Child and will not re-disclose the information except as required to perform the services pursuant to this Agreement, or as may be required by law.

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- L. That pursuant to Tex. Fam. Code § 231.006, Receiving County certifies it is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- M. That it will respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, parent/ legal guardian/ custodian on the basis of age, race, color, sex, religion, disability, national origin, or other legally protected categories, classes, or characteristics.
- N. That it does not, and will not boycott Israel during the term of this Agreement. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

9.02 That it will adopt and comply with PREA, which establishes a zero-tolerance standard against sexual assault and sexual harassment of incarcerated persons, including juveniles, and addresses the prevention, detection, elimination, and reporting of sexual assault in juvenile facilities. Pursuant to the PREA standards, Receiving County will:

1. Permit Sending County to monitor its Facilities and records as necessary to ensure that Receiving County is in compliance with said standards. Receiving County will make available to Sending County a copy of its most recent PREA audit. Receiving County will be responsible for the financial cost associated with any PREA audit.
2. Collect accurate, uniform data for every allegation of sexual abuse at its Facilities, using the most recent version of the Survey of Sexual Violence issued by the Department of Justice and will provide all incident-based sexual abuse data and aggregated sexual abuse data for the previous calendar year to Sending County no later than May 31st of each year.
3. Ensure that all of its employees, volunteers, and other individuals working under the auspices of Receiving County who provide goods or services directly to youth in a Facility undergo the requisite background checks, child abuse registry checks, and training certification explaining their responsibilities under Receiving County's sexual abuse and sexual harassment prevention, detection, and response policies and procedures.

ARTICLE X
DEFAULT

10.01 An event of default will occur under the following circumstances:

- A. Receiving County defaults by failing to perform the services or any of the other material provisions called for by this Agreement, or by failing to achieve the defined goals and outcomes contained in Article VII herein, and after receiving notice of default by Sending

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County, does not cure such default within a period of 20 days.

- B. Sending County defaults by failing to pay for services in accordance with the provisions of Article VIII herein, and after receiving notice of default by Receiving County, does not cure such default within a period of 20 days.

ARTICLE XI
TERMINATION

11.01 This Agreement may be terminated:

- A. In an event of default as defined in Article X hereinabove;
- B. By either party upon 30 days' written notice to the other party of the intention to terminate; or
- C. Upon expenditure of available funds.

ARTICLE XII
MISCELLANEOUS

12.01 Receiving County may not assign or subcontract any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of the Sending County.

12.02 The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver by either party of any immunities from suit or liability that either party may have by operation of law.

12.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Van Zandt County, Texas.

12.05 Exclusive venue for any litigation arising from this Agreement shall be in Van Zandt County, Texas.

12.06 In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

12.07 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

12.08 No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, be dated subsequent to the date hereof, and be duly executed by the parties hereof.

A R T I C L E X I I I E X E C U T I O N

13.01 Each person signing this Agreement below warrants that he or she has power and authority to bind the party for which he or she signs to all of the terms and conditions of this Agreement.

SIGNATURE PAGE TO FOLLOW.

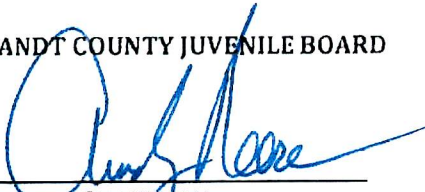
JOHNSON

Interlocal Cooperation Agreement - Secure Pre-Adjudication Detention Facility Services


ON August 31, 2023 FULLY EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

VAN ZANDT COUNTY JUVENILE BOARD


JOHNSON COUNTY



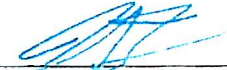
Andy Reese, CHAIRMAN
Van Zandt County Juvenile Board



Steve McClure, CHAIRMAN
Johnson County Juvenile Board



Linda Hathcock
Director of Juvenile Services
Van Zandt County Juvenile Probation
Department

 8/25/23

Jeremy Burrell
Director of Juvenile Services
Johnson County, TX



Christopher Boedeker
Johnson County Judge

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ADDENDUM A

CURRENT PER DIEM RATE

SECURE PRE-ADJUDICATION DETENTION FACILITY SERVICES
AT THE VAN ZANDT COUNTY JUVENILE DETENTION CENTER

Per Diem Rate:	\$180.00
Effective Date:	September 1, 2023