

**REQUEST FOR AGENDA PLACEMENT FORM**

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

FEB 12 2018

**Approved**

**SUBMITTED BY:** Cristy Malott

**TODAY'S DATE:** 01-18-18

**DEPARTMENT:** Juvenile Services

**SIGNATURE OF DEPARTMENT HEAD:**



**REQUESTED AGENDA DATE:** 02-12-18

**SPECIFIC AGENDA WORDING:** Contract and Agreement for Detention of Juvenile Offenders - Wichita County

**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 \_\_\_\_\_

STATE OF TEXAS

COUNTY OF WICHITA

CONTRACT AND AGREEMENT FOR  
DETENTION OF JUVENILE OFFENDERS

This Contract and Agreement is made and entered by and between the Wichita County Juvenile Board and Johnson County through their duly authorized representatives, pursuant to Chapter 791, Government Code, providing for inter-local agreements between political subdivisions and agencies of this State, to be effective January 1, 2018, through December 31, 2018.

I-WITNESSETH

Whereas, the Wichita County Juvenile Board operates the Wichita County Juvenile Detention Center; and Whereas, Johnson County, in order to carry out and conduct juvenile programs in accordance with the Texas Juvenile Court Act (Texas Family Code) has need of the use of detention facilities to house and maintain children of juvenile age, referred for an act of delinquency or an act indicating a need for supervision, during pre-trial and pre-disposition status or in the post-disposition status as hereinafter set forth, whereas, it being the declared intention of the parties hereto that this is a contract providing for the care of juveniles who have allegedly committed an act of delinquency or an act indicating a need for supervision and payment for such care by Johnson County for such juveniles placed in the facility by the Judge of the court having juvenile jurisdiction; and,

Whereas, the Wichita County Juvenile Board is agreeable to make the facilities available to Johnson County for such use and purpose, and Johnson County desire to contract for the use of said facility.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

(1) The term of this contract shall be for a period of one year from the effective date through December 31, 2018; however, the parties hereto understand and appreciate that this is a new contract, and after mutual good faith effort has been made toward the success and performance of the contract, if it appears to any party hereto that the contract cannot be successfully continued, and any party desires to terminate this contract, that party 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 Notice to Terminate is received by the other party. At twelve (12:00) o'clock midnight, thirty (30) calendar days thereafter, this contract shall terminate, become null and void and be of no further force or effect.

After receipt of notice of termination, Johnson County shall remove all juveniles placed in the facilities on or before the termination date.

(2) Wichita County Juvenile Board will provide room, board, and secure supervision twenty-four hours per day, seven days per week; and shall provide education program, recreation facilities and counseling to each juvenile placed within the Wichita County Juvenile Detention Center.

(3) Johnson County agrees to pay Wichita County the sum of \$100 per day for each space utilized for all or any part of a calendar day. This sum shall be paid to Wichita County upon receipt of billing, which shall be on a calendar month basis by Wichita County. The Auditor of Johnson County will submit payment to Wichita County within (30) calendar days of receipt of the billing from Wichita County.

(4) Wichita County Juvenile Board will provide reasonable and necessary medical care for a juvenile placed in the facility by Johnson County. The Chief Juvenile Probation Officer or the designee will consult with Johnson County before non-emergency medical examination, treatment or hospitalization is provided. By placing a juvenile in the facility Johnson County agrees, and consents that the Chief Juvenile Probation Officer or the designee shall notify Johnson County of such an emergency within twenty-four (24) hours of its occurrence. Johnson County agrees to reimburse or pay Wichita County, the Wichita County Juvenile Board, its representatives, agents and employees, for any charges for medical examination, treatment and/or hospitalization, whether for emergency or non-emergency care, and including all reasonable and necessary expenses related thereto, including ambulance service and medical supplies. The cost of all prescription drugs authorized to be administered while in detention shall be the responsibility of the placing county.

(5) Prior to transporting a juvenile to the facility for placement, the designated official of the county authorizing placement shall call the Wichita County Juvenile Detention Center to insure that space is available. The detention needs of Wichita County will take precedence over those of any contract county and placement of juveniles from Johnson County may be denied if it is deemed that space limitations exist. The Chief Juvenile Probation Officer or the designee will make determination regarding space available for contract placement. Should a space limitation problem arise during the period of detention of a juvenile for Johnson County, said County agrees to remove the juvenile from the Wichita County Juvenile Detention Center within four (4) hours of notification of the space limitation problem.

(6) Juveniles from Johnson County who are alleged to have engaged in delinquent conduct or conducting indicating a need for supervision (CINS) may be admitted to the facility only under the authority of the Juvenile Court of Johnson County, or its designated official. Juveniles not released from the Wichita County Juvenile Detention Center within (48) hours (excluding weekends and holidays) must have a detention hearing in the Juvenile Court of Johnson County, in accordance with the Texas Family Code, Title 3 (Section 54.01). If the juvenile is ordered further detained, a certified copy of the Detention Order must be delivered to the detention facility prior to the juvenile's readmission to the Wichita County Juvenile Detention Center.

(7) Each juvenile placed in the Wichita County Juvenile Detention Center shall be required to follow the rules and regulations of conduct as fixed and determined by the Chief Juvenile Probation Officer and staff of the facility.

(8) If a juvenile is accepted by the Wichita County Juvenile Detention Center from Johnson County and in the judgment of the Chief Juvenile Probation Officer of Wichita County Juvenile Probation Department or the designee, such juvenile thereafter is found to be mentally unfit, dangerous, or unmanageable, or a juvenile whose mental or physical health condition would or might endanger that juvenile or the other occupants of the facility, upon such determination and notification by the Administrator or designee to the Johnson County Juvenile Judge or Probation Office, a Juvenile Probation Officer or Sheriff (deputy) of Johnson County, shall, within a four (4) hour period after notification, remove, or cause to be removed such juvenile from the detention facility.

(9) Wichita County Juvenile Board agrees that the Wichita County Juvenile Detention Center will accept any juvenile otherwise qualified without regard to such juvenile's religion, race, creed, color, sex or national origin.

(10) It is understood and agreed by all parties hereto that juveniles placed in the Wichita County Juvenile Detention Center under the proper orders of the Juvenile Court of Johnson County, shall be maintained therein except that the staff of either of the parties to this Agreement may take the juveniles under supervision from the facility to participate in activities.

(11) It is further understood and agreed by all parties hereto that a juvenile placed in the Wichita County Juvenile Detention Center may be granted a furlough with a parent, guardian, custodian, or other responsible adult only upon Court Order of the Judge of Juvenile Court in Johnson County.

(12) It is further understood and agreed by all parties hereto that a juvenile placed in pre-adjudication care in the Wichita County Juvenile Detention Center shall be removed therefrom by Johnson County, by its designated agent or law enforcement personnel prior to the conclusion of the ten (10) day period authorized by the Court Order issued by the Judge of the Juvenile Court of Johnson County unless a new Order has been issued authorizing the continued detention, and a copy of such Order has been delivered to the detention facility, or unless a waiver of ten (10) day hearing has been executed and a copy of the Detention Order issued pursuant to the waiver shall be furnished to Wichita County Juvenile Detention Center prior to conclusion of the ten (10) day period.

(13) It is further understood and agreed by all parties hereto that should a juvenile in pre-adjudication care not be removed by Johnson County, by its designated agent or law enforcement personnel as noted above (12) by twelve (12:00) o'clock noon of the tenth (10) day of detention, and a new Order authorizing continued detention has not been received at the detention facility, an employee of Wichita County Juvenile Board will deliver said juvenile to the Juvenile Court of Johnson County, for which there will be an additional charge of one hundred dollars (\$100.00).

(14) It is further understood and agreed by the parties hereto that juveniles placed in pre-disposition care in the facility shall not be removed prior to the conclusion of the Court Order

detaining the juvenile without delivery of an Order for Release signed by the Judge of the Juvenile Court of Johnson County.

(15) It is further understood and agreed by all parties that any juvenile to be held subsequent to formal adjudication will be accepted or retained at the discretion of the Chief Juvenile Probation Officer, and will be readmitted to the Wichita County Juvenile Detention Center only by prior approval and by specific post-adjudication order of the Judge of the Juvenile Court of Johnson County, and that said post-adjudicated juvenile will be removed at the earliest possible date, not to exceed five (5) days. If a juvenile in post-adjudication care is not removed from the facilities by twelve (12:00) o'clock noon of the fifth (5th) day of post-adjudication detention, an employee of Wichita County Juvenile Board will deliver said juvenile to the Juvenile Court of Johnson County, for which there will be an additional charge of one hundred dollars (\$100.00).

(16) It is further understood and agreed by all parties that no juvenile will be initially accepted into the Wichita County Juvenile Detention Center under any circumstances without written indication of probable cause, i.e. an offense report by law enforcement personnel or by a current Order of the Juvenile Court of Johnson County.

(17) It is further understood and agreed by the parties hereto that nothing in this contract shall be construed to permit Johnson County, their agents, servants, or employees in any way to manage, control, direct or instruct Wichita County Juvenile Board, its servants or employees in any manner respecting any work, duties or functions pertaining to the administration, maintenance or operation of the Wichita County Juvenile Detention Center. However, it is further understood that the Juvenile Court of Johnson County, shall control the conditions and terms of detention supervision as to any particular juvenile from that jurisdiction pursuant to Texas Family Code, Section 51.12.

(18) It is further understood and agreed by the parties hereto that the Juvenile Board of Johnson County will certify the Wichita County Juvenile Detention Center as a proper facility for detention of juveniles from said county, and that such certification be on file in the office of the Chief Juvenile Probation Officer prior to acceptance of youths from Johnson County.

## II-DEFAULT

(1) Johnson County may, by written notice of default to Wichita County Juvenile Board, terminate in whole or any part of this contract in any of the following circumstances:

(a) If Wichita County Juvenile Board fails to perform the work called for by this contract within the time specified herein or any extensions thereof; or

(b) If Wichita County Juvenile Board fails to perform any of the provisions of this contract, or fails to correct the work as to endanger performance of this contract in accordance with its terms; and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such extensions as authorized by Johnson County, in writing) after receiving notice of default.

(2) Wichita County and Wichita County Juvenile Board shall not be liable for failure to perform the contract arising out of causes beyond the control of Wichita County and Wichita County Juvenile Board.

### III-OFFICIALS NOT TO BENEFIT

No officer, member, or employee of Johnson County and no member of its governing body, and no other public officials of Wichita County or Wichita County Juvenile Board who exercise any function or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this contract which affects a personal interest or have any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.

### IV-EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, Wichita County Juvenile Board agrees as follows:

(1) Wichita County Juvenile Board will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Wichita County Juvenile Board will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color or religion. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or advertising, lay off or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Wichita County Juvenile Board agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this non-discrimination clause.

(2) Wichita County Juvenile Board will in all solicitations or advertisements for employees placed by or on behalf of Wichita County Juvenile Board, state that all qualified applicants for positions in the detention center will receive consideration for employment without regard to race, color, religion, sex, or national origin.

### V-AIDS POLICY

Johnson County agrees to abide by the Policy Concerning AIDS and AIDS Related Conditions in the workplace as adopted by the Wichita County Juvenile Board. The said policy is attached and incorporated in this contract.

Johnson County will complete the Wichita County Juvenile Detention Screening Form upon admission of the juvenile to the Wichita County Juvenile Detention Center.

Prior to placement with Wichita County Juvenile Board, Johnson County agrees to notify the Administrator or his designee of any known existing condition.

This contract is in lieu of any previous contract between Wichita County Juvenile Board and Johnson County for the purpose of detention. Any said previous contract will terminate, become null and void, and be of no further force or effect on the date this contract becomes effective.

Executed this 12 day of February 2018, to be effective through December 31, 2018, each copy hereof shall be considered an original copy for all purposes.

WICHITA COUNTY JUVENILE  
PROBATION DEPARTMENT

JOHNSON COUNTY  
JUVENILE PROBATION DEPARTMENT

Kirk Wolfe  
Kirk Wolfe  
Chief Juvenile Probation Officer

Date: 1-10-18

Cristy Malott  
Cristy Malott  
Chief Juvenile Probation Officer  
Date: 1-17-18

Robert Mayfield  
Robert Mayfield  
Chairman, Johnson County Juvenile Board  
Date: 1/17/18

Roger Harmon  
Roger Harmon, County Judge  
Date: 2/12/18