STATE OF TEXAS

COUNTY OF TOM GREEN

CONTRACT AND AGREEMENT FOR DETENTION OF JUVENILE OFFENDERS

This Contract and Agreement made and entered into by and between the County of Tom Green, acting by and through its duly authorized representatives, the Commissioners' Court of Tom Green County, Texas, Michael D. Brown, County Judge, and the County of Upton County acting by and through its duly authorized representatives, the Commissioners' Court of Upton County, Texas, Vikki Bradley, Upton County Judge, to be effective September 1, 2009 to August 31, 2010.

WITNESSETH:

I.

Whereas, Tom Green County operates the Tom Green County Juvenile Justice Center. Whereas, Upton County, in order to carry out and conduct its juvenile program in accordance with the Texas Juvenile Justice 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-dispositional status or in the post-dispositional treatment prescribed by the Court; and

Whereas, Tom Green County desires to make the facilities available to Upton County for such use and purpose, and Upton County desires 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. If either party hereto feels in its judgement 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 Notice to Terminate is received by the other party. At 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, Upton County shall remove all children placed in the facilities on or before the termination date.

(2) Tom Green County will provide room and board, seven (7) days a week supervision, an approved education program, recreation facilities, and behavior counseling to each child placed within the facility. Tom Green County will also provide routine medical treatment that may customarily and reasonably be provided within the facility; however, Tom Green County shall not provide nor be responsible for emergency examination, treatment, hospitalization, or any other service requiring transportation or removal of the child outside the facility. Any outside medical procedure, treatment, examination, or hospitalization shall be the sole responsibility and obligation of Upton County.

(3) Upton County agrees to pay Tom Green County the sum of $95.00 per day for each space utilized. This sum shall be paid to Tom Green County upon billing and paying procedures agreed upon by the contracting counties and the auditor of Tom Green County, Texas. The per day cost being based on the projected actual cost of care for children in the facility.

(4) If emergency examination, treatment, and/or hospitalization outside the facilities is required for a child placed in the facilities by Upton County, the Administrator of the facility is authorized to secure such examination, treatment, or hospitalization at the expense of Upton County and to request that Upton County be billed for the same. Upton County agrees to indemnify and hold harmless Tom Green County, its representatives, agents, and employees for any liability for charges for medical treatment, examination, and/or hospitalization. The administrator shall notify Upton County of such an emergency within twenty-four hours of its occurrence.

(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 Tom Green County takes precedence over

those of contract counties and placement of children from Upton County may be denied if space limitations require.

(6) Children from Upton County who are alleged to have engaged in delinquent conduct or conduct indicating a need for supervision (CINS) will be admitted to the facility under the authority of the Juvenile Court of Upton County, or its designated official. Children not released within forty-eight (48) hours (excluding weekends and holidays) must have a detention hearing in the Juvenile Court of Upton County, in accordance with the Texas Family Code, Title III (Section 54.01). If the child is ordered detained, a certified copy of the Detention Order must be delivered to the detention facility prior to the child's re-admission.

(7) Each child placed therein shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the facility.

(8) If a child is accepted by the facilities from Upton County and such child thereafter if found to be, in the sole judgement of the Administrator, mentally unfit, dangerous, or unmanageable or either of such conditions or characteristics, or whose mental or physical health condition would or might endanger the other occupants of the facility, then in the Administrator's sole judgement, upon such determination and notification by the Administrator to the Upton County Juvenile Judge or Probation Office, a Juvenile Probation Officer or Deputy Sheriff shall immediately and forthwith remove or cause to be removed such child from the detention facility.

(9) Tom Green County agrees that the facilities will accept any child qualified hereunder, without regard to such child's religion, race, creed, color, sex, or national origin.

(10) It is understood and agreed by the parties hereto that children placed in the facilities under the proper orders of the Juvenile Court of Upton County shall be maintained therein except that the staff of either facility may take the children under supervision from the facility to participate in Community activities.

(11) It is further understood and agreed by the parties hereto that children placed in the facilities may be granted furloughs with parents, guardian, custodian, or other responsible adults only after prior approval of the Judge of Juvenile Court in Upton County or his designated representative.

(12) It is further understood and agreed by the parties hereto that children placed in pre-adjudication care in

the facilities shall be removed there from by Upton County, its agents, servants, or employees at the conclusion of the ten (10) day period authorized by the Court Order issued by the Judge of the Juvenile Court of Upton 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) days hearing has been executed and a signed copy of the waiver delivered to the facility. A copy of the Order issued pursuant to waiver shall be furnished promptly to the facilities.

(13) It is further understood and agreed by the parties hereto that child a child in pre-adjudication care not be removed by Upton County, its agents, servants, or employees as noted above (12) by 12:00 o'clock noon of the tenth (10) working days of detention and a new Order authorizing continued detention has not been received at the detention facility, an employee of Tom Green County will deliver the child to the Juvenile Court of Upton County for which there will be an additional charge of N/A cents per miles, for a total charge of mileage.

(14) It is further understood and agreed by the parties hereto that children placed in pre-adjudication care in the facility shall not be removed prior to the conclusion of the Court Order except to the Probation Officer or as provided in paragraph seven (7) above, without delivery of an Order for Release signed by the Judge of the Juvenile Court of Upton County.

(15) It is further understood and agreed by the parties hereto that nothing in this contract shall be construed to permit Upton County, its agents, servants, or employees in any way to manage, control, direct, or instruct Tom Green County, its servants or employees in any manner respecting any of their work, duties, or functions pertaining to the maintenance and operation of the facilities. However, it is also understood that the Juvenile Court of Upton County shall control the conditions and terms of detention supervision as to a particular child pursuant to Texas Juvenile Justice Code 51.12.

II. DEFAULT

(1) Upton County may, be written notice of default to Tom Green County, terminate in whole or any part

of this contract in any of the following circumstances:

(a) If Tom Green County fails to perform the work called for by this contract within the time specified herein or

(b) If Tom Green County fails to perform any of the provisions of this contract, or fails to prosecute 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 Upton County in writing) after receiving notice of default.

(2) Except with respect to defaults of subcontractors, Tom Green County shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of Tom Green County. If the failure to perform is caused by the default of a subcontractor, and without the fault or negligence of either of them, Tom Green County shall not be liable for any excess costs for failure to perform.

III-OFFICIALS NOT TO BENEFIT

No officer, member, or employee of the Criminal Justice Division and no member of its governing body, and no other public officials of Tom Green County 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 his personal interest or have any personal or pecuniary interest, direct or indiect, in this contract or the proceeds thereof.

No member of or Delegate to the Congress of the United States of America, no Resident Commissioners, or employee of the Law Enforcement Assistance Administration or the Department of Justice shall be admitted to any share or part thereof or to any benefit to arrive herefrom.

No member of or Delegate to the Congress, or State Official, or Resident Commissioner shall be allowed to any share or part of this contract, or to any benefit that may arise therefrom.

Tom Green County agrees to insert this Clause III into all subcontracts entered into the performance of the work assigned by this contract.

IV-EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, Tom Green County agrees as follows:

(a) Tom Green County will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Tom Green County 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. Tom Green County 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.

(b) Tom Green County will in all solicitations or advertisement for employees placed by or on behalf of Tom Green County, 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.

This Contract and Agreement this date executed is made by and between the parties hereof; 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 of delinquency or an act indicating a need for supervision and payment for such care by Upton County for such children placed in the facility by the Judge of Upton County having juvenile jurisdiction.

This contract is in lieu of all previous contracts between Tom Green County and Upton County for these purposes. Said previous contract to terminate, become null and void, and be of no further force or effect of the date this contract becomes effective.

Executed in duplicate this 13, day of October, 2009, to be effective September 1, 2009, each copy hereof shall be considered an original copy for all purposes.

Approved as To Form

COMMISSIONERS' COURT OF

TOM GREEN COUNTY, TEXAS

Mark S. Williams, Chief
Juvenile Probation Officer
Tom Green County, Texas

Michael D. Brown, County Judge
and Presiding Officer of Said Court

COMMISSIONERS' COURT OF

Upton County

Vikki Bradley, County Judge and
Presiding Officer of Said Court, 9-14-09

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