

INTERLOCAL COOPERATION AGREEMENT
JUVENILE POST-ADJUDICATION FACILITY

This Agreement is made by and entered into between the Denton County Juvenile Board; Denton County, Texas; the Williamson County Juvenile Board; and Williamson County, Texas.

WITNESSETH

WHEREAS, the Denton County Juvenile Board operates a Juvenile Post-Adjudication Center (herein referred to as "the Facility") in Denton County, Texas; and

WHEREAS, in order to carry out and conduct its juvenile program in accordance with the Title 3 of the Texas Family Code, Juvenile Justice Code, the Williamson County Juvenile Board has a need for the use of the Facility to house and maintain children (herein referred to as "child" or "client") of juvenile age, for post-adjudication confinement; and,

WHEREAS, the Denton County Juvenile Board desires to make the Facility available to the Williamson County Juvenile Board for such use and purpose, and the Williamson County Juvenile Board and Williamson County, Texas, desire to contract for the use of the Facility; and

WHEREAS, the parties to this agreement are political subdivisions of the State of Texas which are authorized to enter into this Interlocal Cooperation Agreement for such detention services pursuant to Chapter 791 of the Texas Government Code.

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

I. TERM

The term of this agreement shall be from the effective date of July 1, 2008, through September 30, 2008.

II. FACILITY GOALS

The Facility has established the following goals in serving clients:

1. To learn adequate social skills, refrain from hostile aggressive acts toward others, learn how to develop positive relationships within their family units and/or society that will help the client toward a resolution of the problem(s) for which treatment is sought and learn how to develop and maintain a chemical-free lifestyle;
2. To enhance and/or develop the educational skills of the client;
3. To have the client successfully complete the program with a minimal number of incidents;
4. To have the client attend at least 3 hours of counseling on a weekly basis including: individual counseling at least weekly; group counseling three times per week and family therapy as geographically possible;

5. To improve the physical fitness in 75% of clients as measured by any combination of appropriate increase in strength, speed and stamina;
6. To advance or improve the academic skills of 75% of clients as documented by the local independent school district in Denton County;
7. To increase the exhibition of positive social skills in 100% of clients who graduate from the program as measured by staff facilitators; and
8. To increase the understanding of personal and family issues of 75% of the clients thereby helping the client to avoid future violations of the law.

III. FACILITY OBLIGATIONS

Facility shall provide the following to achieve the stated goals:

1. To receive a highly structured level of supervision as reflected by, at a minimum, documented 15-minute room checks and direct monitoring or supervision in all programming;
2. A written Individualized Program Plan ("IPP") shall be developed by the appropriate Facility staff in concert with the child;
3. Routine medical and dental services as determined in this written Agreement;
4. Structured and supervised physical training activities;
5. Access to free, appropriate public education and related services through the local public school district in Denton County, Texas, and within guidelines set by state and federal law;
6. Therapeutic intervention within the milieu designed to improve the child's functioning;
7. Formalized behavior programs and therapeutic interventions implemented by professional and paraprofessional staff under the direct supervision of professional staff;
8. A staff-to-child ratio as governed by certification standards;
9. Conformance to all applicable standards set forth by the Texas Juvenile Probation Commission ("TJPC") for the operation of secure post-adjudication facilities;
10. Procedures ensuring the child is not released to any person or agency other than the Williamson County Juvenile Board;
11. The Facility will conform to all TJPC program monitoring standards; and
12. The Facility will provide monthly written reports to the Williamson County Juvenile Board within 10 (ten) working days of each completed month.

IV. EXAMINATION OF PROGRAM AND RECORDS

The Denton County Juvenile Board and the Facility agree that the Williamson County Juvenile Board and Williamson County, Texas, may examine and evaluate its program of services provided under the terms of this Agreement and review the Facility records relating to Williamson County clients. This examination, evaluation and review may include unscheduled site visitations, observation of programs in operation, interviews and the administration of questionnaires to the staff of the Facility and the child.

The Denton County Juvenile Board and the Facility shall provide such descriptive information on children in the Facility as requested on forms provided by the Williamson County Juvenile Board and Williamson County, Texas.

The Facility agrees to maintain and make the following available for inspection, audit or reproduction: books, documents and other evidence pertaining to the cost and expenses of this Agreement (herein referred to as "the Records"), by an authorized representative of the Williamson County Juvenile Board; Williamson County, Texas; and/or the State of Texas.

Denton County, Texas, and the Facility agree to maintain the Records for three (3) years after final payment, or until the State approved audit has been made and all questions arising from the audit are resolved.

V. CERTIFICATE OF ELIGIBILITY TO RECEIVE STATE FUNDS

Under Section 231.006 of the Texas Family Code, Denton County, Texas, certifies that it is not ineligible to receive state grants or loans and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

The Facility shall adhere to all applicable state and federal laws and regulations pertinent to the Facility's provision of services.

The Facility shall account separately for the receipt and expenditure of any and all funds received under this Agreement.

VI. PRIVATE SERVICE PROVIDERS

In any contract with a private service provider to provide services to the clients under this Agreement, Denton County, Texas, will require, in accordance with Section 141.050(a) of the Texas Human Resources Code, such contract to include, (1) clearly defined contract goals, outputs, and measurable outcomes that relate directly to program objectives; (2) clearly defined sanctions or penalties for failure to comply with or perform contract terms or conditions; and (3) clearly specified accounting, reporting, and auditing requirements applicable to money received under the contract.

Denton County, Texas, will also use data relating to the performance of private service providers in prior contracts as a factor in selecting any providers to receive contracts to provide service to Clients.

VII. COMPENSATION

The Denton County Juvenile Board and Denton County, Texas, shall charge a per-diem cost determined by the Texas Juvenile Probation Commission Level V reimbursement program. The current FY 2008 contract rate for all services is as follows:

| TYPE OF SERVICE | FY 2008 CONTRACT RATE |
|----------------------|-----------------------|
| Standard Residential | \$90.00 |

The Williamson County Juvenile Board and Williamson County, Texas, agree to pay the Denton County Juvenile Board the monthly calculated per diem cost from current revenues. The Denton County Auditor shall submit an invoice to the Williamson County Juvenile Board and Williamson County, Texas, within ten (10) days after each billing period. The Williamson County Juvenile Board and Williamson County, Texas, agree to submit payment to the Denton County Treasurer, 401 W. Hickory Street, Suite 309, Denton, Texas 76201, within thirty (30) days after receipt of the invoice.

VIII. EMERGENCY TREATMENT OF CHILD

The Williamson County Juvenile Board and Williamson County, Texas, agree with the Denton County Juvenile Board and Denton County, Texas, that if emergency examination, hospitalization and/or treatment outside the Facility is required for a child placed in the facility by Williamson County, Texas, the administrator of the facility is authorized to secure such emergency examination, hospitalization and/or treatment at the expense of Williamson County, Texas. Williamson County, Texas, agrees to promptly pay for any and all medical care and associated costs directly to the provider of such care.

The Facility administrator shall notify the Williamson County Juvenile Board of such an emergency within 24 (twenty-four) hours of its occurrence or as soon thereafter as practical, but in no event later than three (3) working days.

IX. PLACEMENT OF CHILDREN

Prior to transporting a child to the Facility, the Williamson County Juvenile Board and/or Williamson County, Texas, officials requiring and authorizing placement of the child shall secure from the Facility a written letter of acceptance regarding said child. Placement of a child from Williamson County may be denied if the following occur: (1) the child is found not to be suitable for placement in the facility; or (2) space limitations do not permit such placement as may be determined in the sole judgment of the Denton County Facility Administrator.

Children from Williamson County, Texas, who are adjudicated in accordance with the provisions of Title 3 of the Texas Family Code, Juvenile Justice Code, shall be admitted to the Facility only under authority of the Juvenile Court of Williamson County, or its designated official. A certified copy of the Adjudication and Disposition Order must be delivered to the Facility prior to or contemporaneous with the child's admission.

No child shall be admitted to or detained in the Facility under this agreement in violation of any state or federal law, including but not limited to, the provisions of Family Code § 54.011 regarding the detention of status offenders.

The Denton County Juvenile Board agrees that the Facility will accept any child qualified hereunder to be admitted, without regard to such child's religion, race, creed, color, sex, or national origin.

If a child is accepted by the Facility from Williamson County, Texas, and such child thereafter is found to be, in the sole judgment of the Denton County Facility Administrator, mentally unfit, dangerous, or unmanageable and/or whose mental or physical condition could or might endanger other occupants, including but not limited to the staff or other residents of the Facility, the administrator shall, upon notification to the Williamson County Juvenile Court Judge or designated juvenile office, have said child immediately removed and transported from the Facility by a juvenile probation or detention officer of Williamson County, Texas. If Williamson County, Texas, fails to remove such child within 24 hours of said notification, Denton County, Texas, shall transport said child to the Williamson County Juvenile Court Judge or designated juvenile official and the Williamson County Juvenile Board and Williamson County, Texas, shall reimburse Denton County for such at the rate of \$25.00 per hour of time spent in transport, including but not limited to the return trip and actual time spent in Williamson County, Texas, plus mileage at the highest current rate allowed under Texas state law for reimbursement to state employees.

It is agreed by the parties hereto that children placed in the Facility under the proper order of a court exercising juvenile jurisdiction in Williamson County, Texas, shall remain detained therein except that the staff of either the Facility or the Williamson County Juvenile Board may have the child participate in community activities.

It is expressly understood and agreed by the parties that the Juvenile Court of Denton County, Texas shall not exercise any direct authority over a child placed at the Facility pursuant to this agreement.

It is agreed by the parties hereto that nothing in this Agreement shall be construed to permit the Williamson County Juvenile Board; Williamson County, Texas; and its agents, officials or employees in any way to manage, control, direct or instruct the Denton County Juvenile Detention Center, its agents, officials or employees in any manner respecting any of their work, duties or functions pertaining to the maintenance and operation of the Facility.

The Williamson County Juvenile Board and Williamson County, Texas, warrant that all children placed in the Facility have been legally committed under state and/or federal law.

X. INDEMNIFICATION

Denton and Williamson Counties agree and acknowledge that each entity is not an agent of the other entity and that each entity shall be responsible for its own acts or omissions or other tortious conduct and of those of its agents or employees in the course of performance of this Agreement, without waiving any sovereign or governmental immunity available to either County under Texas law and without waiving any available defenses under Texas law. This Agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment applicable to the other party. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

XI. DEFAULT

Either party to this agreement may, by written notice of default to the defaulting party's Juvenile Board Chairperson, through certified mail return receipt requested, terminate in whole this Agreement prior to the end of the term if the defaulting party fails to perform any provisions called for by this Agreement.

The defaulting county shall have the right to cure such default within ten (10) days of notice of such failure or as extended by written authorization of the non-defaulting county.

XII. TERMINATION

Notwithstanding any other provision in this Agreement, either the Denton County Juvenile Board and Denton County, Texas; or the Williamson County Juvenile Board and Williamson County, Texas, may terminate the Agreement by notifying the other party in writing at the addresses specified herein for delivery of notices, by certified mail, return receipt requested or by personal delivery at said addresses of the terminating party's intention to terminate the Agreement thirty (30) calendar days after receipt of notice. At the end of the thirty (30) day period, this Agreement shall terminate and become null and void and be of no further force or effect.

After receipt of notice of termination, the Williamson County Juvenile Board and Williamson County, Texas, shall remove all children placed in the Facility on or before the termination date. No child shall be accepted by the Facility after receipt of said notice.

XIII. NOTICES

All notices, demands, or other writings may be delivered by either party hereto to the other by certified mail, return receipt requested or other reliable courier at the following addresses:

To Denton County:

Denton County Judge
Denton County Commissioners Court
Courthouse-on-the-Square
110 W. Hickory Street
Denton, TX 76201

Denton County Juvenile Board
Attn: Chairperson
210 S. Woodrow Lane
Denton, TX 76205

To Williamson County:

Williamson County Commissioners Court
Williamson County Judge
1821 SE INNER LOOP
Georgetown, TX 78626

Williamson County Juvenile Board
Attn: Chief Juvenile Probation Officer
1821 SE INNER LOOP
Georgetown, TX 78626

The addresses to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

XIV. OFFICIALS NOT TO BENEFIT

The Denton County Juvenile Board agrees to insert this clause "**OFFICIALS NOT TO BENEFIT**" into all subcontracts entered into in the performance of the work assigned by this agreement.

No official, member, or employee of Denton County or Williamson County and no members of their governmental bodies, and no other public officials of the Denton County Juvenile Board or the Williamson 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 Agreement which affects his personal interest and shall not have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

No member of or Delegate to the Congress of the United States of America, no Resident Commissioner, or official of the State of Texas shall be allowed any share or part of this Agreement, or any benefit that may arise therefrom.

XV. VENUE

The law of the State of Texas shall govern this agreement and venue of any dispute or matter arising under this agreement shall lie in Denton County.

XVI. INTERPRETATION OF CONTRACT

This Agreement supersedes all previous agreements and contracts between the parties for these purposes. Said previous contracts shall terminate, become null and void, and be of no further force or effect on the effective date of this Agreement.

In the event that any provision of this Agreement shall be held illegal or unenforceable, such provision shall be severed and shall be null and void, but the balance of the agreement shall continue in full force and effect.

This Agreement this date executed is made by and between the parties hereto; it being declared the intention of the parties hereto that the above and foregoing Agreement is a Agreement providing for the care of juveniles who have been adjudicated in accordance with the provisions of the Juvenile Justice Code, Title 3, and payment for such care by Williamson County and the Williamson County Juvenile Board for such juveniles placed in the Facility by the Judge of Williamson County exercising juvenile jurisdiction.

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

EXECUTED in triplicate originals this _____ day of _____, 2008.

DENTON COUNTY, TEXAS

Denton County Judge
Denton County, Texas

As Authorized by Denton County
Commissioners Court

Date: _____

Chairperson
Denton County Juvenile Board
Denton County, Texas


Approved as to Content:

Chief Juvenile Probation Officer
Denton County, Texas

Approved as to Form:

Assistant District Attorney

WILLIAMSON COUNTY, TEXAS



Williamson County Judge
Williamson County, Texas

As Authorized by Williamson County
Commissioners Court

Date: 08-01-08

Chairperson
Williamson County Juvenile Board
Williamson County, Texas

Approved as to Content:

Chief Juvenile Probation Officer
Williamson County, Texas

Approved as to Form:

County Attorney