

STATE OF TEXAS  
COUNTY OF BROWN

CONTRACT AND AGREEMENT FOR  
DETENTION OF JUVENILE OFFENDERS

This Contract and Agreement made and entered into by and between the County of Brown, acting by and through its duly authorized representatives, the Commissioners' Court of Brown County, Texas, Paul Lilly, County Judge, and MASON County acting by and through its duly authorized representatives, the Commissioners' Court of MASON County, to be effective **September 1, 2019 to August 31, 2020.**

WITNESSETH:

Whereas, Brown County operates the Ray West Juvenile Justice Center, whereas, MASON County, in order to carry out and conduct its juvenile program in accordance with the Texas Juvenile Court Act (Texas Family Code) has need of the use of **holding 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-adjudication status, and

Whereas, Brown County desires to make the facilities available to MASON County for such use and purpose, and MASON 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 judgment 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 effort. After receipt of notice of termination, MASON County shall remove all children placed in the facilities on or before the termination date.
2. Brown County will provide room and board, twenty-four hours a day, seven (7) days a week supervision, and counseling to each child placed within the facility. Brown County will

September 3, 2019  
(Exhibit #5)

also provide routine medical treatment that may customarily and reasonably be provided with the facility however, Brown 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 MASON County.

3. MASON County agrees to pay Brown County the sum of **\$95.00** per day for each space utilized. This sum shall be paid to Brown County upon billing and paying procedures agreed upon by the contracting counties and the auditor of Brown 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 facility are required for a child placed in the facility by MASON County, the Administrator of the facility authorized to secure such examination, treatment, or hospitalization at the expense of MASON County and to request that MASON County be billed for the same. MASON County agrees to indemnify and hold harmless Brown County, its representatives, agents, and employees for any liability for charges for medical treatment, examination and/or hospitalization. The administrator shall notify MASON County of such 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 Brown County takes precedence over those of contract counties and placement of children from MASON County may be denied if space limitations require.
6. Children from MASON County who 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 Brown County, or its designated official.
7. Each child placed therein shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator of the facility.

8. If a child is accepted by the facility from Brown County and such child thereafter if found to be, in the sole judgment 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 judgment, upon such determination and notification by the Administrator to MASON 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. Brown County agrees that the facility will accept any child qualified hereunder, without regard to 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 facility under proper orders of the Juvenile Court of MASON 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 agrees by the parties hereto that children placed in pre-adjudication care facilities may be granted furloughs with parents, guardian, custodian, or other responsible adults only after prior approval of the Judge of Juvenile Court in MASON County or his designated representative.
12. It is further understood and agreed by the parties hereto that children placed in pre-adjudication facilities shall be removed from there by MASON County, its agents, servants, or employees at the conclusion of the 48 hour period (excluding weekends and holidays).
13. It is further understood and agreed by the parties hereto that a child in pre-adjudication care not removed by the MASON County, its agents, servants, or employees as noted above (#12) by 12:00 o'clock noon of the second working day of detention, that an employee of Brown County will deliver the child to the Juvenile Court of MASON County for which there will be additional charge of .56 cents per mile, for a total charge of mileage.

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

## II. DEFAULT

1. Brown County may be written notice of default to the 452<sup>nd</sup> Judicial District, terminate in whole or any part of this contract in any of the following circumstances:
  - a. If Brown County fails to perform the work called for by this contract within the time specified herein or
  - b. If Brown 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 MASON County in writing) after receiving notice of default.
  - c. Except with respect to defaults of subcontractors, Brown County shall not be liable for any excess cost if the failure to perform the contract arises out of caused beyond the control and without the fault or negligence of Brown County. If the failure to perform is caused by default of a subcontractor, and without the fault of negligence of either of them Brown 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 Brown 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 pecuniary interest, direct, or indirect, in this contract or the proceeds thereof.

No member of the Delegate to the Congress of the United State 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 that may arise there from.

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 any benefit that may rise there from.

Brown 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, Brown County agrees as follows:

- a. Brown County will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Brown County will take affirmative action to insure that applicants are employed and the employee's 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. Brown 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. Brown County will in all solicitations or advertisement for employees placed by or on behalf of Brown 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 nation origin.

#### **V. PRISON RAPE ELIMINATION ACT**

The Facility shall adopt and comply with all federal, state, county, and city laws, ordinances, regulations and standards applicable to the provision of service described herein and the performance of all obligations undertaken pursuant to this Contract, including the Prison Rape Elimination Act of 2003 (PREA) which establishes a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile offenders.

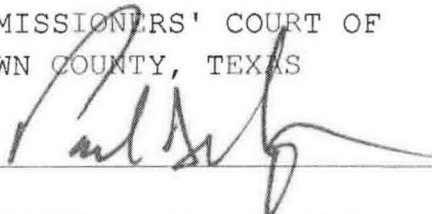
This Contract Agreement this date executed is made by and between the parties hereof, it being the declared intention of the parties hereto that the above and foregoing contract is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating a need for supervision and payment for such care by MASON County for such children placed in the facility by the Judge of MASON County having juvenile jurisdiction.

This contract is in lieu of all previous contracts between Brown County and MASON 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 12<sup>th</sup>, day of August, 2019,  
to be effective 12<sup>th</sup>, day of August, 2019, and each  
copy hereof shall be considered an original copy for all  
purposes.

Approved as To Form

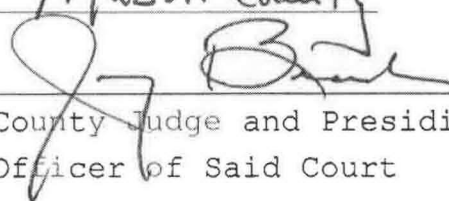
COMMISSIONERS' COURT OF  
BROWN COUNTY, TEXAS



Paul Lilly, County Judge  
and Presiding Officer of  
Said Court

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Lisa Ritter  
Chief Juvenile Probation  
Officer, Brown County,  
Texas

COMMISSIONERS COURT OF

Mason County  


County Judge and Presiding  
Officer of Said Court