

STATE OF TEXAS §

COUNTY OF SMITH §

**INTERLOCAL COOPERATION AGREEMENT FOR HOUSING JUVENILE
DETAINEES**

BETWEEN

SMITH COUNTY, TEXAS

AND

PANOLA COUNTY, TEXAS

THIS CONTRACT AND AGREEMENT, effective when approved by the juvenile board of both counties, between Smith County, Texas, a political subdivision of the State of Texas (hereinafter referred to as “Smith County” or “SCJS”) and Panola County, Texas, a political subdivision of the State of Texas (hereinafter referred to as “Panola County”) is entered pursuant to Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act.

WHEREAS, Panola County is seeking to provide for the housing and care of certain juveniles detained or to be detained;

WHEREAS, Smith County currently has the detention capacity and the ability to provide housing and care for such juveniles;

WHEREAS, both parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperation Agreement for such detention services pursuant to Tex. Govt. Code Sec. 791.003(a); and

WHEREAS, Smith County and Panola County desire to enter into an agreement where Smith County Juvenile Services Department will provide housing and care for certain juveniles detained or to be detained;

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and in consideration of the mutual benefits, agreed upon by the parties to be good and valuable and equitable consideration, conferred by the parties one to the other, it is hereby expressly understood and agreed that the purposes, terms, rights, objectives, duties, and responsibilities of the contracting parties are set forth as follows:

**ARTICLE I
DETENTION SERVICES**

0.01 HOUSING AND CARE OF JUVENILES: Smith County agrees to accept, and provide for the secure custody, care and safekeeping of juveniles of Panola County in accordance with state and local law, including the minimum standards promulgated by the Texas Juvenile Justice Department (TJJD). Smith County shall provide housing, care, meals, educational services and routine medical services for such juveniles on the same basis as it provides for its own juveniles confined in its own detention center subject to the terms and conditions of this agreement.

0.02 PER DIEM RATE: The per diem rate (hereinafter referred to as “per-day rate”) for detention services under this agreement is one hundred ten dollars (\$110.00) per “detainee day.”

“Detainee day” means any portion of a day prior to midnight beginning the day of the arrival of the juvenile, any full 24 hour period, and any portion of a day ending at 11:59p.m. the day of departure of the juvenile.

0.03 **MEDICAL SERVICES:** The per-day rate under this agreement covers only routine medical services such as on-site sick call (when provided by on-site staff) and non-prescription, over-the-counter drugs and medical supplies.

The per-day rate does not cover medical health care services provided outside of the SCJS facility or by anyone other than facility medical staff, prescription drugs and treatments, or surgical, optical and dental care, and does not include the costs associated with any transportation or hospitalization of a juvenile.

Panola County shall pay Smith County an amount equal to the amount Smith County is required to expend for medical services other than those routine medical services provided for by the per-day rate.

When it becomes medically necessary for a juvenile to be hospitalized as determined by the medical staff of the SCJS, the SCJS Director or his designee shall contact Panola County, through its Juvenile Probation Director or designated representative, as soon as possible to inform Panola County of the fact that the juvenile has been, or is to be, hospitalized and of the nature of the illness or injury that has required the hospitalization.

SCJS may, at its discretion, require the release and transfer of a juvenile with a non-emergency medical condition back to Panola County.

Smith County shall submit invoices for such medical services along with its regular monthly billings for detention services, and such invoices shall be paid on the same terms as the regular monthly billing.

It is understood and agreed that if the hospitalization of a juvenile is to be for a duration of more than 24 hours or the cost of any medical care or hospitalization is to exceed \$2,000.00, Smith County has the right to arrange for the hospital or health care provider to bill Panola County directly for the costs of the hospitalization and/or medical care, rather than Smith County paying the cost and billing the same to Panola County.

If the hospital or health care provider refuses to bill Panola County directly, Panola County shall reimburse Smith County for such costs within thirty (30) days of receipt of an invoice from Smith County, which invoice may be delivered personally, by facsimile, by mail or by other reliable courier. Smith County has full authorization to treat, hospitalize, or provide emergency medical services in the event the juvenile is at serious risk and requires immediate medical attention.

0.04 MEDICAL INFORMATION: Panola County shall provide Smith County with all known medical and psychological information available for all juveniles sought to be transferred to Smith County's facility prior to detention.

No juvenile will be accepted by Smith County if the juvenile has a current positive tuberculosis test, has tested positive for HIV, has a diagnosis for a serious mental health issue, has a highly communicable disease, or is potentially a high risk for suicide. SCJS retains the right to refuse the detention of any juvenile whom it believes may pose a serious threat to other juveniles or staff because of medical or psychological issues.

0.05 TRANSPORTATION AND OFF-SITE SECURITY: Panola County is responsible for the transportation of all juveniles to and from Smith County's facility.

Panola County shall be responsible for the transportation of its juveniles to/and from court proceedings and hearings.

Panola County is responsible for the transportation of its juveniles to the Texas Juvenile Justice Department facilities and other placement facilities.

Panola County agrees to provide all non-ambulance transportation for juveniles to and from off-site medical, psychological or other services they deem necessary for the juvenile.

Ambulance transportation (including emergency, flight, etc.) is not covered by the per-day rate and will be billed with the regular monthly billing submitted to Panola County by Smith County.

Panola County will provide off-site stationary supervision services as requested or required by the circumstances or by law for juveniles admitted or committed to an off-site medical facility. Panola County shall compensate Smith County at the rate of \$25.00 per hour for guard/supervision services necessary until Panola County shall arrive to take over such duties. Panola County will take over the supervision of their juvenile as soon as possible but shall be within the first 8 hours of notification. These services shall be billed by Smith County along with the regular monthly billing for detention services.

0.06 SPECIAL PROGRAMS: The per-day rate set out in this agreement only covers basic custodial care and supervision and does not include any special educational, vocational or other programs.

The parties may agree by a written amendment to this agreement, or by separate agreement, for the provision of special programs for the consideration and under the terms mutually agreed to by the parties.

0.07 EDUCATION SERVICES: Education services for residents are provided by the local independent school district, Tyler ISD, and educational services will be provided as they are to all juveniles detained at SCJS. SCJS is not responsible for notification of school districts outside of Smith County of those juveniles being detained at SCJS under this agreement in accordance with Texas Code of Criminal Procedure Article 15.27. Panola County will be responsible for this notification. Educational information needed to provide services for detained youth will be coordinated by the Tyler ISD and the home district. SCJS will not be responsible for requesting, securing or disseminating this information.

0.08 LOCATION AND OPERATION OF FACILITY: Smith County shall provide the detention services described herein at the Smith County Juvenile Attention Center, 2630 Morningside Drive, in Tyler, Texas.

ARTICLE II
FINANCIAL PROVISIONS

2.01 **BILLING PROCEDURE:** Smith County shall submit an itemized invoice for the services provided each month to Panola County by the 10th of the month immediately following the rendering of detention services.

Invoices will be submitted to the officer of Panola County designated to receive the same on behalf of Panola County. Panola County shall make payment to Smith County within thirty (30) days after receipt of the invoice.

Payment shall be remitted to:

Director, Smith County Juvenile Services

2630 Morningside Drive

Tyler, Texas 75710

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of 12% or the maximum legal rate applicable thereto, which shall be a contractual obligation of Smith County under this agreement.

2.02 **ATTORNEYS FEES:** Panola County further agrees that Smith County is entitled to recover its reasonable and necessary attorney's fees and cost incurred in collection of amounts due under this agreement.

ARTICLE III
TERM OF AGREEMENT

3.01 **PRIMARY TERM:** The primary term of this agreement is for a period of one (1) year from the date of execution of this agreement by both parties.

3.02 **RENEWALS:** This agreement may be renewed annually by mutual agreement of parties. In the event that the parties seek to renew this agreement at the end of the primary term or any renewal period, the per diem rate for detention services shall be at the rate negotiated by the parties for such renewal period. The terms, conditions and rates with regard to any renewal

period shall be mutually agreed between the parties, and as approved by the juvenile board of each county.

3.03 TERMINATION: This agreement shall terminate at the end of the primary term of any renewal term unless renewed under Section 3.02.

In addition, this agreement may be terminated upon sixty (60) days written notice by either party delivered to the proper designated agent for notices. This agreement will likewise terminate upon the happening of an event that renders performance impracticable or impossible, such as severe damage to or destruction of a facility or action by governmental or judicial entities which create a legal barrier to the acceptance of any juvenile.

ARTICLE IV ACCEPTANCE OF JUVENILE DETAINEES

4.01 COMPLIANCE WITH LAW: Nothing herein shall create any obligation upon Smith County to house Panola County's juveniles where the housing of inmates will, in the opinion of the SCJS Director, or designee, raise the population of the facility above permissible numbers of juveniles allowed by law, or will, in the Director's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and juveniles at the facility, or result in possible violation of the constitutional rights of the juveniles housed at the facility.

At any time that the SCJS Director, or designee, determines that a condition exists at the Smith County facility necessitating the removal of a Panola County's juvenile, or any specified number thereof, Panola County shall, upon notice by the SCJS Director to the Chief Probation Officer of Panola County, or designee, immediately (within eight (8) hours) remove juveniles from the facility.

4.02 ELIGIBILITY FOR DETENTION AT SCJS FACILITY: The only juveniles of Panola County eligible for detention in Smith County are those eligible for detention in the

facility in accordance with the state standards under of the Texas Juvenile Justice Department, and SCJS policy and procedure. All juveniles proposed by Panola County to be transferred to the Smith County facility under this agreement must meet the eligibility requirements set forth by SCJS. Smith County reserves the right to review the juveniles' classification/eligibility, and the right to refuse to accept or remove any juvenile it does not believe to be properly suited for detention in the SCJS facility.

Furthermore, if a juvenile's behavior, medical or psychological status changes while detained at Smith County's facility, Smith County reserves the right to demand that Panola County remove that juvenile.

RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED DETENTION OF INDIVIDUAL JUVENILES: Smith County reserves the right for its SCJS Director or his designated representative to review the background of all juveniles sought to be transferred to the Smith County facility and Panola County shall cooperate with and provide all available information regarding any juvenile requested by the SCJS Director or his designated representative.

Smith County reserves the right to refuse acceptance of any juvenile of Panola County. Likewise, if a juvenile develops a medical or psychological condition or other circumstances of reasonable concern to the SCJS Director, or designee, which makes the juvenile unacceptable for continued detention in Smith County's facility, in the opinion of the SCJS Director, or designee, Panola County will be requested to remove the juvenile from the facility, and shall do so immediately (within eight (8) hours) upon the request of the SCJS Director or his designee.

Smith County reserves the right to require a county, housing juveniles in the Smith County facility, to remove any and all juveniles at the sole discretion of Smith County. The Panola

County agrees any or all juveniles who have been placed in SCJS will be removed no later than 8 hours after notification from the SCJS Director or his designee.

JUVENILE SENTENCES: Panola County represents to Smith County that all juveniles transferred to Smith County have violated a legally adjudicated sentence, are awaiting adjudication for an alleged offense or violation of probation, are the subject of a lawfully issued Directive to Apprehend, or otherwise meet the requirements of the Texas Family Code for detention.

Panola County juveniles will only be released to authorized Panola County personnel.

TRANSFER OF JUVENILES TO TEXAS JUVENILE JUSTICE DEPARTMENT AND PLACEMENT FACILITIES: Panola County juveniles, sentenced to TJJD or an approved placement center, shall only be released to Panola County personnel for transportation/release to such a facility. Panola County is responsible for all documentation, arrangements and transportation for juveniles to be transferred to the Texas Juvenile Justice Department or a placement facility. Panola County shall remove those juveniles within 24 hours of court disposition.

ARTICLE V MISCELLANEOUS

5.01 BINDING NATURE OF AGREEMENT: This agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives.

5.02 NOTICE: All notices, demands, or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following addresses:

**Panola County Chief Juvenile Probation Officer
1105 Sycamore Street
Carthage, Texas 75633**

**Smith County Juvenile Services Director
2630 Morningside Drive
Tyler, Texas 75708**

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

5.03 **AMENDMENTS:** This agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by juvenile boards of the respective parties.

This agreement contains the entire agreement of the parties. No prior agreement or understanding pertaining to any such matter shall be effective.

5.04 **CHOICE OF LAW AND VENUE:** The law which shall govern this agreement is the law of the State of Texas. All consideration to be paid and matters to be performed under this agreement are payable and performable in Tyler, Smith County, Texas, and venue of any dispute or matter arising under this agreement shall lie in a district court of Smith County, Texas.

5.05 **APPROVALS:** This agreement must be approved by the Juvenile Board of Smith County and the Juvenile Board of Panola County in accordance with the Interlocal Cooperation Act.

5.06 **FUNDING SOURCE:** Panola County must pay all amounts due under this agreement from current revenues available to Panola County to meet its obligations under this agreement.

5.07 **SECURITY OF INFORMATION:** Except as required by the laws of the United States and the State of Texas, the parties agree to strictly safeguard the confidentiality of any information furnished by the other party in the course of meeting any of the purposes, terms, rights, objectives, duties, and responsibilities under this contract. Upon expiration or termination of this contract, Smith County shall return any and all copies of information provided to Smith County by Panola County upon reasonable request. Parties agree to maintain the security and confidentiality of information upon the expiration or termination of this contract for any reason, in accordance with the Texas Family Code, HIPPA and any other state or federal regulation or statute.

Signature and Execution:

SMITH COUNTY, TEXAS

Nathaniel Moran
By: **Smith County Judge** (As authorized and
Approved by the Smith County
Juvenile Board by Order Dated
_____)

PANOLA COUNTY, TEXAS

[Signature]
By: **Panola County Judge** (As authorized
and Approved by the Panola County
Juvenile Board by Order Dated
8-30-16)