



**POLK COUNTY COMMISSIONERS COURT**

(Special Session)

August 29, 2002

9:00 A.M.

Polk County Courthouse, 3rd floor  
Livingston, Texas

2002-091

**NOTICE** is hereby given that a Special meeting of the Polk County Commissioners Court will be held on the date stated above, at which time the following subject/s will be discussed;

1. **COMMISSIONERS COURT WILL MEET TO DISCUSS 2002 TAX RATE (FOR FY2003 BUDGETING).**  
If proposed rate will exceed the lower of the Rollback Rate or 103% of Effective rate (published August 15, 2002) the Court will take a record vote to place a proposal to adopt a specified rate at a future meeting and schedule a Public Hearing on the proposed rate.
2. **SCHEDULE PUBLIC HEARING ON FY2003 BUDGET.**
3. **CONSIDER RENEWAL OF AGREEMENT WITH ANDERSON COUNTY FOR JUVENILE DETENTION SERVICES.**

**ADJOURN**

Posted: August 26, 2002

Commissioners Court of Polk County, Texas  
By: John P. Thompson, County Judge

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the Polk County Commissioners Court is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice at the Polk County Courthouse at a place readily accessible to the general public at all times on Friday, August 26, 2002 and that said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

BARBARA MIDDLETON, COUNTY CLERK

BY: Deputy

FILED FOR RECORD  
2002 AUG 26 AM 8:08  
  
COUNTY CLERK, POLK CO.



STATE OF TEXAS )

COUNTY OF POLK )

VOL. 48 PAGE 953  
DATE: AUGUST 29, 2002

"SPECIAL" MEETING  
All members - Present

**"COMMISSIONERS COURT"  
POSTING # 2002 - 091**

BE IT REMEMBERED ON THIS THE 29th DAY OF AUGUST, 2002  
THE HONORABLE COMMISSIONERS COURT MET IN "SPECIAL"  
CALLED MEETING WITH THE FOLLOWING OFFICERS AND MEMBERS  
PRESENT, TO WIT:

JUDGE JOHN P. THOMPSON, COUNTY JUDGE, PRESIDING:  
BOB WILLIS - COMMISSIONER PCT#1, BOBBY SMITH - COUNTY COMMISSIONER  
PCT #2, JAMES J. "Buddy" PURVIS-COUNTY COMMISSIONER PCT #3,  
R.R. "Dick" HUBERT - COUNTY COMMISSIONER PCT #4, BARBARA MIDDLETON  
COUNTY CLERK & BILL LAW - COUNTY AUDITOR, THE FOLLOWING AGENDA  
ITEMS, ORDERS, AND DECREES WERE DULY MADE, CONSIDERED & PASSED.

1. MEETING WAS CALLED TO ORDER BY JUDGE JOHN THOMPSON AT 9:00 A.M.  
\*\* DISCUSS THE 2002 - TAX RATE FOR (FY-2003 BUDGETING).  
ALL MEMBERS AGREED THAT THE TAX RATE TO REMAIN THE SAME  
AS LAST YEAR.
2. JUDGE THOMPSON SCHEDULED THE "PUBLIC HEARING" ON FY-2003  
PROPOSED BUDGET, FOR SEPTEMBER 24, 2002 AT 9:30 AM, COMMISSIONERS  
COURTROOM, 3<sup>rd</sup> FLOOR OF COUNTY COURTHOUSE.
3. MOTIONED BY BOBBY SMITH, SECONDED BY R.R. "Dick" HUBERT, TO  
APPROVE RENEWAL OF AGREEMENT WITH ANDERSON COUNTY FOR  
JUVENILE DETENTION SERVICES.  
ALL VOTING YES. (SEE ATTACHED)
4. MOTIONED BY R.R. "Dick" HUBERT, SECONDED BY BOB WILLIS, TO ADJOURN  
COURT THIS 29<sup>th</sup> DAY OF AUGUST 2002 AT 9:11 A.M.  
ALL VOTING YES.

  
JOHN P. THOMPSON, COUNTY JUDGE

ATTEST:

  
BARBARA MIDDLETON, COUNTY CLERK

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Item #3

COPY

State of Texas  
County of Anderson

**CONTRACT AND AGREEMENT FOR  
DETENTION OF JUVENILE OFFENDERS**

This Contract and Agreement made and entered into by and between the Juvenile Board of Anderson County, acting by and through its duly authorized representatives, the Juvenile Board of POLK COUNTY acting by and through its duly authorized representatives, and through its Commissioners' Court, to be effective on these dates: JUNE 24, 2002 TO JUNE 24, 2003.

**WITNESSETH**

WHEREAS, the Anderson County Juvenile Board operates the Anderson County Juvenile Detention Center, also referred to as "Anderson County Juvenile Services." Whereas the POLK COUNTY Juvenile Board, in order to conduct its juvenile program in accordance with Title III of the Texas Family Code has need of the use of detention facilities to house and maintain children of juvenile age, referred for an act of delinquent conduct or an act indicating a need of supervision, during pretrial and predisposition status, and

WHEREAS, the Anderson County Juvenile Board will make the facilities available to POLK COUNTY Juvenile Board for such purpose, and POLK COUNTY Juvenile Board desires to contract for the use of said facility under the following terms and conditions.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**I. OBLIGATIONS OF ANDERSON COUNTY JUVENILE SERVICES**

- A. Anderson County Juvenile Services will provide the following services: room and board, secure custody, care and safekeeping for alleged or adjudicated juvenile offenders in a certified detention facility which meets applicable standards; supervision on a twenty-four hour per day, seven day per week basis; and a program of education and recreation to each child placed within the facility.
- B. Anderson County Juvenile Services is under no obligation to retain space for the client in unauthorized departure situations.
- C. If in the discretion of a doctor or the Anderson County Chief Probation Officer or her designee, there is a need for emergency examination, treatment and/or hospitalization for a child placed in the facility by POLK COUNTY Juvenile Board, the Chief Juvenile Probation Officer is authorized to secure such examination, treatment or hospitalization at the expense of POLK COUNTY Juvenile Probation Department. The POLK COUNTY Juvenile Board agrees to pay for said services and to indemnify and hold harmless Anderson County and/or the Anderson County Juvenile Board, its representatives, agents and employees from any liability for charges for medical treatment, examination, and/or hospitalization. The Chief Juvenile Probation Officer for Anderson County shall notify POLK COUNTY Juvenile Board or representative of such emergency treatment as soon as reasonably practical.

- D. It is further understood and agreed by the parties hereto that should a child not be removed by POLK COUNTY, it's agents, servants or employees as required in paragraph J, page 3, by 12:00 noon of the 15<sup>th</sup> day of detention and a new order authorizing continued detention has not been received at the detention facility, an employee of the Anderson County Juvenile Department will deliver the child to the Juvenile Court of POLK COUNTY for which there will be an additional charge of \$50.00 dollars per child plus twenty-five cents (.25) per mile per round trip.

## II. OBLIGATIONS OF THE REFERRING COUNTY

- A. POLK COUNTY Juvenile Probation Department shall provide to the detention staff an offense report, warrant, or order of immediate custody upon admission to the Anderson County Juvenile Detention Center. The report must show probable cause that the child was involved in the alleged offense. If a legible offense report, warrant, or order of immediate custody is not provided, the child shall not be admitted.
- B. POLK COUNTY Juvenile Board agrees to pay the Anderson County Juvenile Board the sum of \$65.00 per day for each child placed within the facility. A child placed in detention before midnight on any one day will be considered under this contract as having been in custody the entire day for billing purposes. Anderson County Juvenile Department will periodically bill POLK COUNTY for use of the detention facility. Each billing shall contain both the name of the client and the number of days (stated consecutively) for which payment is requested. This sum shall be made payable to Anderson County Juvenile Detention and remitted to the Anderson County Treasurer, Anderson County Courthouse, Palestine, Texas 75801 within twenty (20) days of receipt of billing.
- C. If a child placed in the facility by POLK COUNTY requires non-emergency medical attention, it is the responsibility of POLK COUNTY to secure treatment for that child. It is the responsibility of POLK COUNTY to transport the child to and from treatment and hold harmless Anderson County and/or the Anderson County Juvenile Board, its representatives, agents and employees, of any liability, for charges for medical treatment.
- D. 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 Anderson County shall take precedence over those of contracting jurisdictions and placement of children from contracting jurisdictions may be denied if there is no available space. This decision will be made by the Chief Juvenile Probation Officer, her designee or a representative of the Anderson County Juvenile Board.
- E. POLK COUNTY Juvenile Probation Department's client(s) shall be placed therein under proper order of the Juvenile Court and the Chief Juvenile Probation Officer or her designee will be furnished a copy of the offense report, Court Order, or the T.Y.C. Directive to Apprehend upon admission to detention. The resident county of the T.Y.C. child will be responsible for placement cost, and any other services needed as stated within this contract.
- F. If a child is accepted from POLK COUNTY and such child thereafter is found to be, in the judgement of the Chief Juvenile Probation Officer, her designee, or an Anderson County Juvenile Board representative, mentally unfit, dangerous, or unmanageable, or whose mental or physical health/condition might endanger the other occupants of the facility, then the Chief, her designee or an Anderson County Juvenile Board representative's judgment, upon such determination and notification by the Chief Juvenile Probation Officer to the POLK COUNTY Juvenile Judge or Probation Officer, the contracting jurisdiction shall immediately and forthwith remove or cause to be removed such child from the detention facility. Children, who are intoxicated or in need of medical attention will not be accepted under any circumstances without having been seen, treated and released by a medical professional.

- G. POLK COUNTY agrees to provide the Anderson County Juvenile Department the names of all persons authorized by them to visit children placed in the facility. Visitors must be jointly approved by the child's caseworker and the Chief Juvenile Probation Officer. Visitors must be limited to two (2) per child per visit and must be eighteen (18) years of age or older.
- H. POLK COUNTY Juvenile Probation Department shall assure that a representative of that department contacts each child placed in the facility a minimum of once weekly. These visits may be by telephone. The contracting department shall report all significant incidents regarding a child's medical, psychological history and needs, as well as a profile of the child's behavior during the admission process or within 24 hours. Further, the Chief Juvenile Probation Officer shall be informed of the status of the child while in detention and shall be informed of all court dates and times so appropriate arrangements can be made.
- I. POLK COUNTY shall assume financial responsibility for damage to or loss of property at the Anderson County Juvenile Detention Center due to the action of a child placed in the center by POLK COUNTY. Reimbursement for said damage or loss shall be paid within thirty (30) days of notification by the Anderson County Detention Center.
- J. It is understood and agreed by the parties hereto that children placed in the Anderson County Juvenile Detention Center under the proper order of the Juvenile Court of POLK shall be maintained therein except that the staff of the "Referring County" may take the children under supervision from the Anderson County Juvenile Detention Center to court hearings, counseling sessions, medical/dental appointments or other places as determined by the "Referring County". The staff of the "Referring County" will be required to give adequate notice as to when the child will be removed, expected return time, and will sign a temporary release form.
- K. It is further understood and agreed by the parties hereto that children placed in the facility shall be removed therefrom by POLK COUNTY, its agents, servants or employees at the expiration of the detention order under which the child is being detained unless a new order has been issued authorizing the continued detention, and a copy of such order, duly certified by the Clerk of the Court, has been delivered to the Anderson County Juvenile Detention Center. A copy of the order issued pursuant to waiver shall be furnished promptly to the Anderson County Juvenile Detention Center.
- L. The POLK COUNTY Juvenile Probation Department is responsible for monitoring Anderson County Juvenile Services to enforce all terms and conditions of the contract.
- M. Each child placed in the Anderson County Juvenile Detention Center by the POLK COUNTY Juvenile Probation Department shall be required to follow the rules and regulations of the Detention Center as fixed and determined by the Chief Juvenile Probation Officer and her staff.

III. JOINT OBLIGATIONS OF ANDERSON COUNTY JUVENILE SERVICES AND THE REFERRING COUNTY

- A. It is further understood and agreed by the Anderson County Juvenile Services and POLK COUNTY Juvenile Probation Department that children placed in the Anderson County Juvenile Detention Center shall not be removed prior to the expiration of the Court Order except by a Probation Officer of the "Referring County" or as provided in Paragraph A of the Compliance Section of this Contract, without delivery of an Order of Release signed by the Judge of the Juvenile Court of POLK COUNTY.
- B. It is further understood and agreed that nothing in this Contract shall be construed to permit POLK COUNTY, its agents,

servants, or employees in any way to manage, control, direct or instruct Anderson County or the Anderson County Juvenile Board, its servants or employees in any manner respecting any of their work, duties or functions pertaining to the maintenance and operation of the Anderson County Juvenile Detention Center. It is the agreement of the parties that in the event POLK COUNTY is required to remove a child from the Detention Center under the terms of this contract, and fails to do so, the Anderson County Juvenile Board representative will return the child to its home jurisdiction at a cost of twenty-five cents (.25) per mile plus a fee of \$50.00 dollars per child per trip payable to Anderson County Juvenile Probation Department within ten (10) days of receiving requests of payment.

#### IV. COMPLIANCE:

- A. Anderson County Juvenile Services shall adhere to all applicable state and federal laws and regulations pertinent to the provision of services by Anderson County resolving herein to operate the Detention Facility in compliance with the Juvenile Justice and Delinquency Prevention Act, and therefore will not accept from contracting jurisdictions children whose detention would prevent the facility from complying with the Juvenile Justice and Delinquency Prevention Act. Section 223(a)(12) provides that "juveniles who are charged with or who have committed offenses that would not be criminal if committed by an adult or offenses which do not constitute violations of valid court orders, or such non-offenders as dependent or neglected children, shall not be placed in secure detention facilities or secure correctional facilities."
- B. Anderson County Juvenile Services agrees that the facility will accept any child qualified hereunder, without regard to such child's religion, race, creed, color, sex or national origin.

#### V. TERMINATION

- A. The term of this contract shall be for a period of one year, unless otherwise specified, from the effective date and it shall be renewed and deemed renewed annually hereafter in the event either party hereto gives the required notice. However, 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 the Notice to Terminate is received by the other party. At 12:00 o'clock midnight, thirty (30) calendar days after receipt of notice to terminate, the Contract shall become null and void and be of no further force or effect.
- B. Should Anderson County Juvenile Services fail to perform the services called for by this contract, or fails to perform or adhere to any other provision of this contract, the POLK COUNTY Juvenile Probation Department may by written notice to the Anderson County Juvenile Services, terminate this contract.
- C. All licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable state and federal laws and local ordinances must be complied with by Anderson County Juvenile Services. Failure to comply with these requirements shall be treated as default.
- D. On or about the termination date, POLK COUNTY Juvenile Board shall remove all children from their county currently in the facility.

#### VI. DEFAULT

- A. In the event of a default of the Anderson County Juvenile Services, the POLK COUNTY Juvenile Board may cancel or suspend the contract and the Anderson County Juvenile Board shall be entitled to recovery of all services provided prior to the cancellation date or shall repay any funds advanced for services not yet rendered.
- B. In the event of default on the part of POLK COUNTY Juvenile Board, Anderson County Juvenile Board may cancel or suspend this contract and the Anderson County Juvenile Board shall be entitled to recovery for all services provided prior to the cancellation date and shall repay any funds advanced for any services not yet rendered.

VII. MISCELLANEOUS PROVISIONS

POLK COUNTY hereby certifies that funds are available for the current fiscal year for payments anticipated under the terms and conditions of this agreement.

- A. Anderson County Juvenile Services shall account separately for the receipt and expenditure of any and all funds received under this contract.
- B. Anderson County Juvenile Services shall maintain all applicable records for a minimum of three years or until any pending audits and all questions arising therefore have been resolved.

This Contract and Agreement this date executed is made by and between the parties hereto; 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 indicating a need for supervision and payment for such care by POLK COUNTY for such children placed in the facility by the Judge of POLK COUNTY for POLK COUNTY having Juvenile Jurisdiction.

Executed this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to be effective each copy hereof shall be considered an Original copy for all purposes.

\_\_\_\_\_  
Chairman, Anderson County Juvenile Board

\_\_\_\_\_  
County Judge, Anderson County, Texas

\_\_\_\_\_  
District Judge, Anderson County, Texas

\_\_\_\_\_  
Chief Juvenile Probation Officer  
Anderson County, Texas

*John P. Stapp*  
\_\_\_\_\_  
County Judge, POLK County, Texas

*Richard Morris*  
\_\_\_\_\_  
Chief Juvenile Probation Officer  
POLK COUNTY, TEXAS