

## Tom Green County Commissioners' Court February 8, 2005

The Commissioners' Court of Tom Green County, Texas, met in Regular Session  
February 8, 2005 in the Edd B. Keyes Building, with the following members present:

Ralph Hoelscher, Commissioner of Precinct #1  
Karl Bookter, Commissioner of Precinct #2  
Steve Floyd, Commissioner of Precinct #3  
Richard Easingwood, Commissioner of Precinct #4  
Michael D. Brown, County Judge

1. County Judge, Michael Brown, called the meeting to order at 8:00 A.M.
2. Judge Brown recessed the Open Meeting to go into a Closed Executive Session in accordance with V.T.C.A. Government Code, Chapter 551, subchapter D at 8:02 AM.
5. Judge Brown reconvened the meeting in Open Session at 8:50 A.M.
6. The Pledge of Allegiance to the United States and the Texas Flags was recited.  
Commissioner Bookter offered the invocation.
8. **Commissioner Bookter moved to accept the Consent Agenda as presented.**

**Commissioner Floyd seconded the motion. The following items were presented:**

A. Approved the Minutes of the Special Subdivision Workshop on January 13<sup>th</sup>, 2005 and Regular Meeting of January 25<sup>th</sup>, 2005.

B. Approved the Minutes of Accounts Allowable (Bills) from January 26<sup>th</sup> – February 8<sup>th</sup>, 2005 in the amount of \$1,875,507.25. (Recorded with these minutes)

Purchase Orders from January 24<sup>th</sup> - 28<sup>th</sup>, 2005 in the amount of \$41,288.48 and from January 31<sup>st</sup> – February 4<sup>th</sup>, 2005 in the amount of \$ 5,848.55.

C. Accepted Personnel Actions as presented:

The following salary expenditures are being presented for your *Approval*:

<u>NAME</u>	<u>DEPARTMENT</u>	<u>ACTION</u>	<u>EFF. DATE</u>	<u>GRADE /STEP</u>	<u>SALARY</u>	<u>SUPP/CAR ALLOW</u>
EVANS, Heath M.	Jail	Rehire	02-01-05	16/1	\$874.22 S/M	
HARRIS, Tygue	Jail	New Hire	02-01-05	16/1	\$874.22 S/M	
DELGADO, Alicia	Library	New Hire	01-31-05	N/A	\$5.75/Hour	
LACY, Rachelle	Sheriff's Office	New Hire	01-24-05	12/1	\$717.48 S/M	
ARMENDAREZ, Garianne D.	Jail	New Hire	01-23-05	16/1	\$874.22 S/M	
AYCOCK, Kathlene	Extension Office	Other	01-03-05	N/A	\$578.49 S/M	\$180.21 S/M
WILDE, Marshall L.	District Attorney	Other	02-28-05	N/A	\$1973.32 S/M	
EDWARDS, Daniel	County Attorney	Other	01-01-05	N/A	\$1751.04 S/M	\$170.84 S/M
CAVE, Laura	Treasurer	New Hire	01-12-05	N/A	\$5.15/Hour	
MATA, Gloria	Treasurer	Other	02-02-05	15/1 (temp)	\$832.27 S/M	
LOPEZ, Melva B.	Treasurer	Other	02-02-05	17/1 (temp)	\$919.48 S/M	

The following personnel actions are presented for *Acknowledgement* and as a matter of record:

<u>NAME</u>	<u>DEPARTMENT</u>	<u>ACTION</u>	<u>EFF. DATE</u>	<u>GRADE/ STEP</u>	<u>SALARY</u>	<u>SUPP/CAR ALLOW</u>
TORRES, Alberto V.	Parks	Resignation	01-28-05	11/2	\$700.93 S/M	
WILLIAMS, Terisa E.	CRTC	New Hire	01-24-05	N/A	\$770.17 S/M	
KNIGHT, Mark H.	CRTC	Rehire	01-24-05	N/A	\$770.17 S/M	
FLORES, John M.	Jail	Resignation	01-28-05	16/2	\$896.30 S/M	
BACA, Cindy C.	CSCD	Salary Increase	02-01-05	N/A	\$1221.50 S/M	
DOOLEY, Brent J.	CSCD	Salary Increase	02-01-05	N/A	\$1650.38 S/M	
DUNN, Jeana R.	CSCD	Salary Increase	02-01-05	N/A	\$1313.88 S/M	
PATRICK, Arnold	CSCD	Salary Increase	02-01-05	N/A	\$2449.54 S/M	
CONNER, Vernon	District Court	Retirement	01-31-05	N/A	\$1314.28 S/M	
MUNOZ, Claudell	Library	Resignation	01-31-05	N/A	\$5.75/Hour	
TOBIAS, Santa M.	CSCD	New Hire	02-02-05	N/A	\$1278.21 S/M	
PRICE, Kayla A.	Vehicle Registration	Resignation	02-02-05	10/2	\$666.70 S/M	
MATA, Manuel	Housekeeping	Resignation	02-01-05	N/A	\$5.60/Hour	
THOMPSON, Kristin	Juvenile Probation	Resignation	02-11-05	N/A	\$1090.63 S/M	
FOLEY, Merle E.	Collections	Resignation	02-01-05	17/1	\$919.48 S/M	

- D. Accepted the Extension Service Monthly Schedule of Travel for December 2004 as a matter of record. (Recorded with these minutes.)

- E. March 5, 2005 was set as the opening date for RFB 05-011 “Asphalt and Oil Products.”
- F. Acknowledged the award of a fourteen-foot trailer by the Courts to the Sheriff’s Office to be utilized by Road and Bridge Precincts 1 & 3. (Recorded with these minutes.)
- G. Accepted the County Indigent Health Care Program Monthly Financial/ Activity Report for January 2005. (Recorded with these minutes.)
- H. Accepted the Fee Collection Report by Justice of the Peace Precinct 1,2,3, &4 for January 2005, pursuant to Section 114.044 of the Local Government Code as a matter of record. (Filed in the County Clerk’s Office for review)
- I. Acknowledge the completion of Certification of Hours for County Clerk, Elizabeth McGill, as required. (Recorded with these minutes.)

**All voted in favor of the motion.**

- 9. There was **no action** on any matters discussed in Closed/Executive Session.
- 10. **Judge Brown moved to approve the request to contract Detention Services with the Tom Green County Juvenile Detention Facility with Kimble, Brown, Schleicher, Coke, Sterling, Irion, Menard, Mason, Runnels, Sutton, McCulloch, Concho and Taylor Counties as presented. Commissioner Hoelscher seconded the motion and all voted in favor.**
- 11. Terry Reeves, Roy K. Robb Post Adjudication Juvenile Facility, reported that there have been 3 successful graduations and 3 new residents have been received maintaining a population of 10. Projected to receive 1 resident from Tarrant County and 2 from El Paso. The Juvenile Board will meet today.  
**Commissioner Floyd moved to accept the Roy K. Robb report as a matter of record. Commissioner Bookter seconded the motion and all voted in favor.**
- 12. Truman Richey, Chief Deputy Sheriff, presented a Racial Profile Report for review and reported to the Court that there had been no profiling complaints filed in the past year.  
**Judge Brown moved to accept the Annual Racial Profiling Report by the Sheriff’s Office as presented for the record. Commissioner Floyd seconded the motion and all voted in favor.** (Filed for review in the County Clerk’s Office.)
- 13. Commissioner Hoelscher explained to the Court that the Riverbank stabilization steering committee had met two times to discuss recommendations for preventing property and road damage due to the debris of dead trees or limbs. He also expressed a concern of the committee was that the current flow of the rivers and streams could create new channel flows as a result of the obstruction created from the debris. The piloted area that was suggested is from below the Bell Street Bridge down the Concho River. The committee will be seeking a variety of sources to help fund the project. The Upper Colorado River Authority will help in providing an estimated cost for the stabilization of the Concho River. The committee will also be in communication with the San Angelo River Development Board to seek their input.  
**Commissioner Hoelscher moved to accept the proposed Riverbank Stabilization Committee members comprised of Commissioner Bookter, Commissioner Hoelscher, Randy Turner, Van Carson, Fred Campbell, A.J. Jones and Gary Grogan as recommended, and that the Tom Green County Commissioners’ Court assist in seeking funding for a preventive program to impede further damage in the proposed pilot area beginning below the Bell Street Bridge and continuing down the Concho River as presented in the TGC Riverbank Stabilization and Restoration Project Report. Commissioner Bookter seconded the motion and all present voted in favor.** (Report recorded with these minutes)
- 14. **Commissioner Floyd moved to authorize the posting of a 20 MPH speed sign, with a change of hours to be continuous from 7:00 AM through 4:00 PM, on all school days in front of the Grape Creek High School Campus on Grape Creek Road. Judge Brown seconded the motion and all voted in favor.** Commissioner Floyd will notify the Sheriff’s Office of the signage completion date and request the enforcement to be enhanced.
- 15. **Judge Brown moved to accept the revised County Committee Assignments for 2005 that add the Metropolitan Planning Committee and the Riverbank Stabilization Committee. Commissioner Floyd seconded the motion and all voted in favor.** (Recorded with these minutes)

16. The only issues discussed relating to the Tom Green County Subdivision and Manufactured Home Rental Community Development Regulations were:
1. Lubbock County has sent a letter regarding subdivisions.
  2. A request has been received to install a flashing light at the new Lamar school. The road is a private road of the San Angelo ISD and not a county road, so the County has no authority.

**No action was taken.**

17. **Judge Brown moved to approve the following line item transfers for FY2005:**  
**Fund: General**

<u>Department</u>	<u>Account</u>	<u>Budget Increase</u>	<u>Budget Decrease</u>
006 Collections	0301 Office Supplies	105.00	
192 Contingency	0601 Reserves		105.00

**Commissioner Bookter seconded the motion and all voted in favor.**

18. **Future Agenda Items Discussed:**  
1. Consider request for Internet connection at the County Shop.

19. **Announcements:**
1. The City/County Surplus sale has been set for June 25<sup>th</sup>, 2005.
  2. The Annual VG Young Conference for County Judges & Commissioners will be February 15<sup>th</sup>-17<sup>th</sup>, 2005 in Austin.
  3. The next Regular Scheduled Commissioners' Court meeting will be February 22<sup>nd</sup>, 2005.
  4. The Commissioners' Court will have a Special Meeting/Gathering with US Congressman Mike Conaway February 23<sup>rd</sup>, 2005.

**26. Judge Brown adjourned the meeting at 9:40 AM.**

As per HB 2931, Section 4:

**I, Elizabeth McGill, County Clerk of Tom Green County, Texas do hereby attest that this is an accurate accounting of the proceedings of the Commissioners' Court Meeting that met in Regular Session on February 8<sup>th</sup>, 2005.**

**I hereby set my hand and seal to this record February 22<sup>nd</sup>, 2005.**

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Elizabeth McGill, County Clerk and  
Ex-officio Clerk of the Commissioners' Court

# Treasurers' Report on Bills during the Period of

January 26, 2005 TO February 8, 2005

Hand delivered Date: 02/07/05 Time: 10:00 a.m.

The attached report includes all funds that are subject to the County Treasurers' review. As a matter of procedure this report is submitted to the Commissioners' Court for approval, however, the following Funds or Bank accounts are not under the Commissioners' Court Jurisdiction nor do they require Court approval.

GENO Bank Account Fund 45 County Attorney Hot Check Funds; Fund 47 -Jury Donations; Funds 50 & 55 Dist Attorney Hot Check Funds; the TRAG (CSCD & CRTC State Funds) Bank Account and the TRAGJUV (Juvenile State Funds) Bank Account.

CSCD, CRTC, and Juvenile submit invoices related to TRAG or TRAGJUV accounts to the Auditor for processing. All other invoices are submitted directly to the Treasurers' Office for processing and audited by the Auditors' Office before issuance of checks.

## Bank Account Code – Budget

GENO – County Budget General Operating Account  
TRAGJUV- State Budget Juvenile Operating Account  
CAFÉ - Operating Account-Cafeteria Plan Trust-Employee Deductions  
DEBT- Property Tax Budget Bond Issues Operating Account

TRAG - State Budget CSCD General Operating Account  
PAYL - Clearing account- Paychecks – Benefits-Deductions  
95Constr - Operating Account for Detention Construction Funds  
DA- Operating Account for Sheriff and District Attorney  
Forfeiture Funds

\$1,322,154.10 All Bank Accounts- Refer to Last Page

\$447,778.46 Payroll-Employee Paychecks

31-Jan-05

\$2,292.12 Payroll-Employee or Election Paychecks

31-Jan-05

Payroll-Escrow

\$74.00 Jury Checks

-\$1,630.19 Voids-Month of

Jan '04

\$104,838.76 Miscellaneous

\$1,875,507.25 Grand Total

Submitted by Dianna Spieker, Dianna Spieker, County Treasurer

Prepared by Naron Sustaita, Deputy Treasurer

Approved in Commissioner's Court on \_\_\_\_\_

Ralph Hoelscher

Ralph Hoelscher, Commissioner Pct #1

Karl Bookter

Karl Bookter, Commissioner Pct #2

Steve Floyd

Steve Floyd, Commissioner Pct #3

Richard Easingwood

Richard Easingwood, Commissioner Pct #4

Mike Brown

Mike Brown, County Judge

D-843

## MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS' COURT REPORT

<b>Name:</b>	Brandon Asbill	<b>Title:</b>	CEA 4-H & YD
<b>County:</b>	Tom Green	<b>Month:</b>	December 2004

12/1	San Angelo Stock Show Entries to office	14		
12/2	Revised entries to SA stock show office	15		
12/6	4-H council, adult leaders mtg.	14		
12/7	SA fairgrounds/ 4-H and YD comm. Mtg	11		
12/15	Q's printing, deliver pecans	13		
12/16	Dist office- performance appraisal	18		
12/16	Templeton Const- bid openings	4		
12/16	Fair banner, trophies ordered, fairgrounds	23		
12/20	deliver pecans-fundraiser	8		
<b>GRAND TOTAL OF MILEAGE, MEALS AND LODGING</b>		<b>120</b>	<b>0.00</b>	<b>0.00</b>

Other Expenses (list) Personal cell phone use- 30min @.40/min= \$12.00

*I hereby certify this is a true and correct report of activities, travel and other expenses incurred by me in performance of official duties for the month shown.*

County Extension Agent





DATE: Dec 2004		NAME: John Begnaud		
CURRENT MONTHS CONTACTS				
TELEPHONE	OFFICE	SITE CONTACTS	NEWS ARTICLES	NEWSLETTERS
383	72	41	2	2
RADIO	TELEVISION	FIELD VISITS	PROGRAMS	TOTAL
10	3	17	See Checksheet	

MAJOR PLANS FOR NEXT MONTH:	
DATE	ACTIVITY
	Tom Green County
	Irion County EH Program
	Master Gardener Planning Meeting
	Texas Pecan Shortcourse-College Station



## MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS COURT REPORT

NAME: Steve Sturtz	TITLE: CEA-AG NR
COUNTY: Tom Green	MONTH: December 2004

DATE	MAJOR ACTIVITIES SINCE LAST REPORT	MILES	MEALS	LODGING
12/1- 12/02	Spirit Committee Meeting Woodlands Texas. San Angelo to Midland Fly to Houston, and back to Midland.	297		
12/03- 12/10	Right of Way Training (District Office) Commissioners Court Meeting- Introduction of Kathy Aycock CEA-FCS. Impact of Agriculture in Tom Green County San Angelo Chamber of Commerce Leadership San Angelo Class (Goodyear Proving Grounds). Regional Pecan Show (Sunset Mall). 4-H Project Management Selection - Cattle, Swine, Goats & Sheep. Producer Mangement Cotton, Rangeland, Livestock (Wall, Christoval, Water Valley, Grape Creek).	395		
12/13-12/18	Gin Cotton Variety Test Samples (Lubbock), Variety Test Harvesting (Bubeniks- Wall), 4-H Bid Opening (Templeton Construction), Performance Appraisal (District Office), Interpretation Event Scott Campbell, Livestock Association Sale Committee Meeting, Quality Counts Showmanship Clinic (Brownwood). 4-H Project Management Selection - Cattle, Swine, Goats & Sheep. Producer Mangement Cotton, Rangeland, Livestock (Wall, Christoval, Water Valley, Grape Creek). Office Mgmt (Reports, Mail, E-Mail, Phone).	1095		
12/20- 12/23	Commissioners Court Interpretation Event, Abandoned Water Well Plugging Planning Meeting (District Office). 4-H Project Management Selection - Cattle, Swine, Goats & Sheep. Producer Mangement Cotton, Rangeland, Livestock (Wall, Christoval, Water Valley, Grape Creek). Office Mgmt (Reports, Mail, E-Mail, Phone).	325		
12/24- 12/31	County Holidays, Annual Leave (Vacation)			
<b>GRAND TOTAL OF MILEAGE, MEALS &amp; LODGING</b>		<b>2112</b>	<b>0</b>	<b>0</b>

Other expenses (list)

I hereby certify this is a true and correct report of activities, travel and other expenses incurred by me in performance of official duties for the month shown.

DATE: December		NAME: Steve Sturtz		
CURRENT MONTHS CONTACTS				
TELEPHONE	OFFICE	SITE CONTACTS	NEWS ARTICLES	NEWSLETTERS
192	136	104	2	
RADIO	TELEVISION	FIELD VISITS	PROGRAMS	TOTAL
	2	51	4	491

MAJOR PLANS FOR NEXT MONTH:	
DATE	ACTIVITY
1/4	4-H Building Meeting
1/4	Livestock Association Sale Committee Meeting and Board of Directors Meeting
1/5	FSA Emergency Board Meeting (FSA Office)
1/5-1/6	Quality Counts Committee Meeting (Austin)
1/7-1/9	Sandhills Stock Show (Odessa)
1/11	4-H Building Meeting - Templeton Construction
1/13-1/15	Tom Green County Stock Show, Wall Project Show, SAISD project Show
1/24	4-H Building Meeting
1/24	Baptist Memorial Board Meeting- presentation on cooperative efforts to obtain grant
1/27- 1/31	Ft. Worth Stock Show.

TRUMAN RICHEY  
CHIEF DEPUTY



TELEPHONE  
AC 325/655-8111  
FAX 325-655-5393

JOE HUNT  
SHERIFF  
TOM GREEN COUNTY  
222 W. HARRIS  
SAN ANGELO, TEXAS 76903

## Fax Cover Sheet

To:	<u>Johnny Grimaldo</u>	From:	<u>Truman Richey</u>
Agency:	<u>Purchasing</u>	Agency:	<u>Tom Green County Sheriffs Office</u>
Phone Number:	_____	Phone Number:	<u>(325) 655-8111</u>
Fax Number:	_____	Fax Number:	<u>(325) 655-5393</u>
Re:	_____	Number of Pages:	<u>2</u> (Including Cover Sheet)

COURT ORDER Reg 14' Trailer-

VALUE IS \$ 722.00

\* Consent Agenda Item  
for use in RB 1/3.

VOL. 80 PG. 956

DOCKET NO. C1355J4

STATE OF TEXAS

V.

14' Big Tex Flat Bed  
Trailer

COURT

Justice of the Peace

Tom Green

COUNTY, TEXAS

## INVENTORY OF PROPERTY FOR DISPOSITION UNDER CHAPTER 47, CODE OF CRIMINAL PROCEDURE

TO THE HONORABLE JUDGE OF SAID COURT:

Comes now, Sgt. W. A. Estes a peace officer of the Tom Green County Sheriff's Office, and shows this Court that in this county on this day each of the following numbered items of property was taken into possession by this officer under the authority of (Chapter 47 of the Code of Criminal Procedure) (Chapter 501 of the Texas Transportation Code):

	Description	VIN. (If known)	Est. Value	Towing	Cost/day	Starting
1.	14' Big Tex Trailer	Removed				
2.						
3.						

This property was seized based on (reliable and credible information) (personal knowledge) that on or about the 29 day of October, 04 it (was stolen from UNKNOWN at this date)

(was acquired by UNKNOWN at this date in a manner that made the acquisition a criminal offense) (had a removed, altered, or obliterated number in violation of the Chapter 501 of the Texas Transportation Code)

Wherefore, the State prays that the property be ordered held (by this officer) (by Tom Green County) Pending a property disposition hearing to be held in this Court under Chapter 47. A list of each person or company known to this officer as being a reasonably likely party to have an interest in an item is listed on the back.

Signed this the 29 day of October, 04.

W. A. Estes  
Peace Officer (signature)

Tom Green County Sheriff's Office 325-  
655-8111  
Agency (and telephone number)

04-30593  
File (or offense) Number

## ORDERS

Having heard the foregoing, IT IS ORDERED that this property be held by Tom Green County Sheriff's Office

pending a determination of its rightful owner or petition by any interested

Person requesting a hearing concerning its rightful possession.

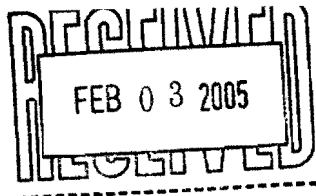
Edlie Amos 10/24/04  
Magistrate Date

Justice Court  
Court

Having further heard evidence on the matter, IT IS ORDERED that the rightful owner or possessor of this property (is Tom Green County and the Court orders that the property be delivered to that party) (is unknown and the Court orders that the property be awarded to the Texas Department of Public Safety) (is further ordered that the Texas Department of Transportation shall issue title to the vehicle in the name of Tom Green County).

Edlie Amos 1/5/05  
Magistrate Date

Justice Court  
Court



FORM 105

## CIHCP MONTHLY FINANCIAL/ACTIVITY REPORT

County Name Tom GreenReport for (Month/Year) 01/05

Amendment of the Report for (Month/Year) \_\_\_\_\_

## I. Caseload Data

Number of eligible individuals at the end of the report month	130
Number of SSI appellants within caseload at the end of report month	32

## II. Creditable Expenditures During Report Month

Physicians Services	1. \$9,142.71	
Prescription Drugs	2. \$13,016.44	
Hospital, Inpatient Services	3. \$35,537.75	
Hospital, Outpatient Services	4. \$6,998.05	
Laboratory/X-Ray Services	5. \$3,293.55	
Skilled Nursing Facility Services	6. \$0.00	
Family Planning Services	7. \$0.00	
Rural Health Clinic Services	8. \$0.00	
State Hospital Contracts	9. \$0.00	
Optional Services	10. \$4,327.74	
Total Expenditures (Add #1 through #10.)		11. \$72,316.24
Reimbursements Received (Do not include State Assistance.)	12. ( \$16,879.21 )	
6% Case Review Findings (\$ in error)	13. ( \$0.00 )	
Total to be deducted (Add #12 + #13.)		14. ( \$16,879.21 )
Credit to State Assistance Eligibility/Reimbursement (#11 minus #14)		15. \$55,437.03

STATE FISCAL YEAR (September 1 – August 31) TOTAL \$ 330,219.74General Revenue Tax Levy (GRTL) \$ 19,559,893.008% of GRTL \$ 1,564,791.446% of GRTL \$ 1,173,593.58

Signature of Person Submitting Report

02/01/05

Date

Print Name and Title Anita Dunlap, Director, Tom Green County Indigent Health CareCIHCP 03-4  
September, 2003

**COUNTY & DISTRICT CLERKS'  
ASSOCIATION OF TEXAS**

*CERTIFICATE OF COMPLETION*

*AWARDED TO*

*HONORABLE ELIZABETH MCGILL  
COUNTY CLERK  
TOM GREEN COUNTY*

*For completing the required 20 Hours of Continuing Education for 2004  
as prescribed in Section 51.605 of the Texas Government Code*

*In witness therefor, recognition is hereby made this January, 2005.*

*Becky Wilbanks*  
Becky Wilbanks, President

*Beth A. Rothermel*  
Beth A. Rothermel, Vice President

**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 Kimble acting by and through its duly authorized representatives, the Commissioners' Court of Kimble County, Texas, Delbert Roberts, Kimble County Judge, to be effective September 1, 2004 to August 31, 2005.

**WITNESSETH:**

**I.**

Whereas, Tom Green County operates the Tom Green County Juvenile Justice Center. Whereas, Kimble 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 Kimble County for such use and purpose, and Kimble 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, Kimble 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 Kimble County.

(3) Kimble County agrees to pay Tom Green County the sum of \$80.00 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 Kimble County, the Administrator of the facility is authorized to secure such examination, treatment, or hospitalization at the expense of Kimble County and to request that Kimble County be billed for the same. Kimble 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 Kimble 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 Kimble County may be denied if space limitations require.

(6) Children from Kimble 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 Kimble



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 Kimble 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 Kimble County and such child thereafter is 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 Kimble 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 Kimble 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 Kimble 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 therefrom by Kimble 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 Kimble 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 Kimble 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 Kimble 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 Kimble County.

(15) It is further understood and agreed by the parties hereto that nothing in this contract shall be construed to permit Kimble 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 Kimble 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) Kimble 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 Kimble 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 indirect, 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.

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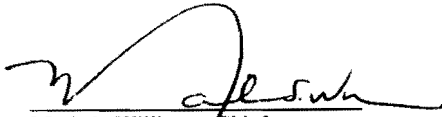
This Contract and Agreement this date executed is made by and between the parties hereof; it being the declared intention of the parties hereto that the above and foregoing contract is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating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


This contract is in lieu of all previous contracts between Tom Green County and Kimble 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 the 14, day of September, 2004, to be effective September 1, 2004,  
each copy hereof shall be considered an original copy for all purposes.

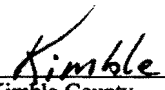
Approved as To Form

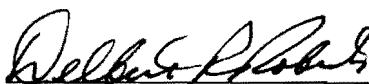
COMMISSIONERS' COURT OF  
TOM GREEN COUNTY, TEXAS

  
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

  
Kimble County

  
Delbert Roberts, County Judge and  
Presiding Officer of Said Court,

\*\*\*\*\*

**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 Taylor acting by and through its duly authorized representatives, the Commissioners' Court of Taylor County, Texas, George Newman, Taylor County Judge, to be effective September 1, 2004 to August 31, 2005.

**WITNESSETH:**

**I.**

Whereas, Tom Green County operates the Tom Green County Juvenile Justice Center. Whereas, Taylor 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 Taylor County for such use and purpose, and Taylor 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, Taylor 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 Taylor County.

(3) Taylor County agrees to pay Tom Green County the sum of \$80.00 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 Taylor County, the Administrator of the facility is authorized to secure such examination, treatment, or hospitalization at the expense of Taylor County and to request that Taylor County be billed for the same. Taylor 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 Taylor 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 Taylor County may be denied if space limitations require.

(6) Children from Taylor 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 Taylor

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 Taylor 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 Taylor County and such child thereafter is 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 Taylor 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 Taylor 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 Taylor 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 therefrom by Taylor 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 Taylor 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 Taylor 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 Taylor 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 Taylor County.

(15) It is further understood and agreed by the parties hereto that nothing in this contract shall be construed to permit Taylor 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 Taylor 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) Taylor 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 Taylor 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 indirect, 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.

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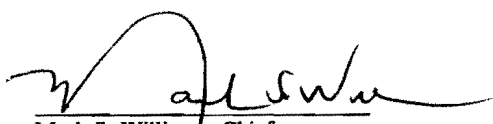
This Contract and Agreement this date executed is made by and between the parties hereof; it being the declared intention of the parties hereto that the above and foregoing contract is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating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

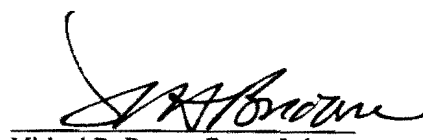
This contract is in lieu of all previous contracts between Tom Green County and Taylor County for these purposes. Said previous contract to terminate, become null and void, and be of no further force or effect of the date this contract becomes effective.

Executed in duplicate this the 3, day of November, 2004, to be effective September 1, 2004,  
each copy hereof shall be considered an original copy for all purposes.

Approved as To Form

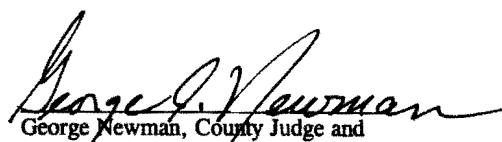
COMMISSIONERS' COURT OF  
TOM GREEN COUNTY, TEXAS

  
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

\_\_\_\_\_  
Taylor County

  
George Newman, County Judge and  
Presiding Officer of Said Court,

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**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 Concho acting by and through its duly authorized representatives, the Commissioners' Court of Concho County, Texas, Allen Amos, Concho County Judge, to be effective September 1, 2004 to August 31, 2005.

**WITNESSETH:**

**I.**

Whereas, Tom Green County operates the Tom Green County Juvenile Justice Center. Whereas, Concho 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 Concho County for such use and purpose, and Concho 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, Concho 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 Concho County.

(3) Concho County agrees to pay Tom Green County the sum of \$80.00 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 Concho County, the Administrator of the facility is authorized to secure such examination, treatment, or hospitalization at the expense of Concho County and to request that Concho County be billed for the same. Concho 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 Concho 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 Concho County may be denied if space limitations require.

(6) Children from Concho 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 Concho

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 Concho 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 Concho 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 Concho 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 Concho 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 Concho 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 therefrom by Concho 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 Concho 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 Concho 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 Concho 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 Concho County.

(15) It is further understood and agreed by the parties hereto that nothing in this contract shall be construed to permit Concho 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 Concho 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) Concho 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 Concho 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 indirect, 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.

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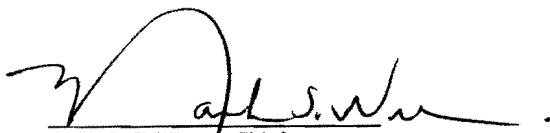
This Contract and Agreement this date executed is made by and between the parties hereof; it being the declared intention of the parties hereto that the above and foregoing contract is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating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


This contract is in lieu of all previous contracts between Tom Green County and Concho 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 the 8, day of Feb, 2005, to be effective September 1, 2004,  
each copy hereof shall be considered an original copy for all purposes.

Approved as To Form

COMMISSIONERS' COURT OF  
TOM GREEN COUNTY, TEXAS

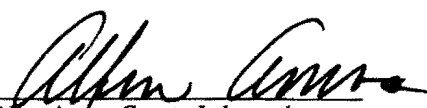
  
Mark S. Williams, Chief  
Juvenile Probation Officer  
Tom Green County, Texas

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

COMMISSIONERS' COURT OF

Concho County  
Concho County



  
Allen Ambros, County Judge and  
Presiding Officer of Said Court,

\*\*\*\*\*

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 McCulloch acting by and through its duly authorized representatives, the Commissioners' Court of McCulloch County, Texas, Randy Young, McCulloch County Judge, to be effective September 1, 2004 to August 31, 2005.

**WITNESSETH:**

.

**I.**

Whereas, Tom Green County operates the Tom Green County Juvenile Justice Center. Whereas, McCulloch 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 McCulloch County for such use and purpose, and McCulloch 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, McCulloch 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 McCulloch County.

(3) McCulloch County agrees to pay Tom Green County the sum of \$80.00 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 McCulloch County, the Administrator of the facility is authorized to secure such examination, treatment, or hospitalization at the expense of McCulloch County and to request that McCulloch County be billed for the same. McCulloch 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 McCulloch 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 McCulloch County may be denied if space limitations require.

(6) Children from McCulloch 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 McCulloch 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 McCulloch 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 McCulloch 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 McCulloch 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 McCulloch 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 McCulloch 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 therefrom by McCulloch 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 McCulloch 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 McCulloch 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 McCulloch 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 McCulloch County.

(15) It is further understood and agreed by the parties hereto that nothing in this contract shall be construed to permit McCulloch 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 McCulloch 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) McCulloch 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 McCulloch 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 indirect, 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.

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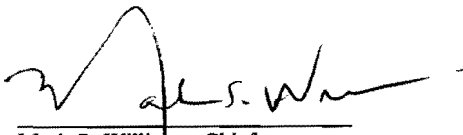
This Contract and Agreement this date executed is made by and between the parties hereof; it being the declared intention of the parties hereto that the above and foregoing contract is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating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

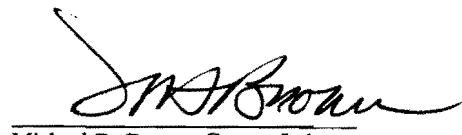
This contract is in lieu of all previous contracts between Tom Green County and McCulloch County for these purposes. Said previous contract to terminate, become null and void, and be of no further force or effect of the date this contract becomes effective.

Executed in duplicate this the 8, day of Feb, 2005, to be effective September 1, 2004,  
each copy hereof shall be considered an original copy for all purposes.

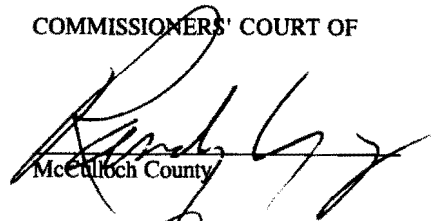
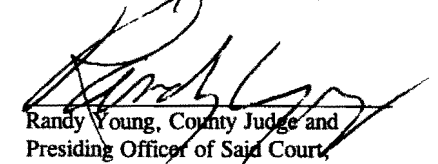
Approved as To Form

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

  
McCulloch County  
  
Randy Young, County Judge and  
Presiding Officer of Said Court

\*\*\*\*\*

**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 Sutton acting by and through its duly authorized representatives, the Commissioners' Court of Sutton County, Texas, Carla Garner, Sutton County Judge, to be effective September 1, 2004 to August 31, 2005.

**WITNESSETH:**

**I.**

Whereas, Tom Green County operates the Tom Green County Juvenile Justice Center. Whereas, Sutton 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 Sutton County for such use and purpose, and Sutton 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, Sutton 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 Sutton County.

(3) Sutton County agrees to pay Tom Green County the sum of \$80.00 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 Sutton County, the Administrator of the facility is authorized to secure such examination, treatment, or hospitalization at the expense of Sutton County and to request that Sutton County be billed for the same.

Sutton 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 Sutton 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 Sutton County may be denied if space limitations require.

(6) Children from Sutton 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 Sutton

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 Sutton 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 Sutton County and such child thereafter is 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 Sutton 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 Sutton 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 Sutton 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 therefrom by Sutton 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 Sutton 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 Sutton 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 Sutton 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 Sutton County.

(15) It is further understood and agreed by the parties hereto that nothing in this contract shall be construed to permit Sutton 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 Sutton 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) Sutton 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 Sutton 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 indirect, 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:

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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 Sutton County for such children placed in the facility by the Judge of Sutton County having juvenile jurisdiction.

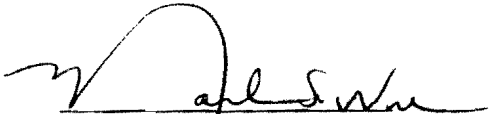
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Executed in duplicate this the 8, day of Feb, 20 05, to be effective September 1, 2004,  
each copy hereof shall be considered an original copy for all purposes.

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

Sutton County

  
Carla Garner, County Judge and  
Presiding Officer of Said Court,

\*\*\*\*\*

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 Runnels acting by and through its duly authorized representatives, the Commissioners' Court of Runnels County, Texas, Marilyn Egan, Runnels County Judge, to be effective September 1, 2004 to August 31, 2005.

**WITNESSETH:**

**I.**

Whereas, Tom Green County operates the Tom Green County Juvenile Justice Center. Whereas, Runnels 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 Runnels County for such use and purpose, and Runnels County desires to contract for the use of said facility:

Now, therefore, the parties agree as follows:

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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.

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### IV-EQUAL EMPLOYMENT OPPORTUNITY

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(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.

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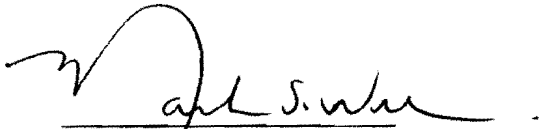
This Contract and Agreement this date executed is made by and between the parties hereof; it being the declared intention of the parties hereto that the above and foregoing contract is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating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

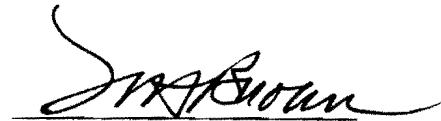
This contract is in lieu of all previous contracts between Tom Green County and Runnels County for these purposes. Said previous contract to terminate, become null and void, and be of no further force or effect of the date this contract becomes effective.

Executed in duplicate this the 14th day of September, 2004, to be effective September 1, 2004,  
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

\_\_\_\_\_  
Runnels County

  
Marilyn Egan, County Judge and  
Presiding Officer of Said Court,

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**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 Mason acting by and through its duly authorized representatives, the Commissioners' Court of Mason County, Texas, Jerry Bearden, Mason County Judge, to be effective September 1, 2004 to August 31, 2005.

**WITNESSETH:**

**I.**

Whereas, Tom Green County operates the Tom Green County Juvenile Justice Center. Whereas, Mason 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 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 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, Mason 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 Mason County.

(3) Mason County agrees to pay Tom Green County the sum of \$80.00 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 Mason County, the Administrator of the facility is 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 Tom Green 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 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 Mason County may be denied if space limitations require.

(6) Children from Mason 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 Mason

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 Mason 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 Mason County and such child thereafter is 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 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) 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 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 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 Mason 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 therefrom by Mason 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 Mason 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 Mason 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 Mason 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 Mason County.

(15) 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 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 Mason 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) Mason 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 Mason 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 indirect, 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.

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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 Mason County for such children placed in the facility by the Judge of Mason County having juvenile jurisdiction.

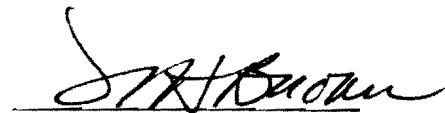
This contract is in lieu of all previous contracts between Tom Green County and Mason County for these purposes. Said previous contract to terminate, become null and void, and be of no further force or effect of the date this contract becomes effective.

Executed in duplicate this the 8, day of Feb, 20 05, to be effective September 1, 2004,  
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

\_\_\_\_\_  
Mason County

  
Jerry Bearden, County Judge and  
Presiding Officer of Said Court,

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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 Menard acting by and through its duly authorized representatives, the Commissioners' Court of Menard County, Texas, Richard Cordes, Menard County Judge, to be effective September 1, 2004 to August 31, 2005.

**WITNESSETH:**

**I.**

Whereas, Tom Green County operates the Tom Green County Juvenile Justice Center. Whereas, Menard 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 Menard County for such use and purpose, and Menard 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, Menard 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 Menard County.

(3) Menard County agrees to pay Tom Green County the sum of \$80.00 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 Menard County, the Administrator of the facility is authorized to secure such examination, treatment, or hospitalization at the expense of Menard County and to request that Menard County be billed for the same. Menard 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 Menard 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 Menard County may be denied if space limitations require.

(6) Children from Menard 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 Menard

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 Menard 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 Menard County and such child thereafter is 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 Menard 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 Menard 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 Menard 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 therefrom by Menard 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 Menard 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 Menard 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 Menard 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 Menard County.

(15) It is further understood and agreed by the parties hereto that nothing in this contract shall be construed to permit Menard 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 Menard 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) Menard 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 Menard 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 indirect, 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.

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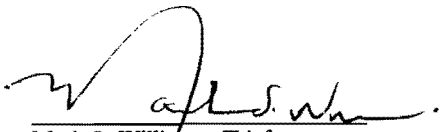
This Contract and Agreement this date executed is made by and between the parties hereof; it being the declared intention of the parties hereto that the above and foregoing contract is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating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


This contract is in lieu of all previous contracts between Tom Green County and Menard 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 the 17, day of September, 2004, to be effective September 1, 2004,  
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

  
Menard County

  
Richard Cordes, County Judge and  
Presiding Officer of Said Court,

\*\*\*\*\*

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 Irion acting by and through its duly authorized representatives, the Commissioners' Court of Irion County, Texas, Leon Standard, Irion County Judge, to be effective September 1, 2004 to August 31, 2005.

**WITNESSETH:**

**I.**

Whereas, Tom Green County operates the Tom Green County Juvenile Justice Center. Whereas, Irion 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 Irion County for such use and purpose, and Irion 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, Irion 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 Irion County.

(3) Irion County agrees to pay Tom Green County the sum of \$80.00 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 Irion County, the Administrator of the facility is authorized to secure such examination, treatment, or hospitalization at the expense of Irion County and to request that Irion County be billed for the same. Irion 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 Irion 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 Irion County may be denied if space limitations require.

(6) Children from Irion 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 Irion 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 Irion 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 Irion 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 Irion 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 Irion 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 Irion 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 therefrom by Irion 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 Irion 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 Irion 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 Irion 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 Irion County.

(15) It is further understood and agreed by the parties hereto that nothing in this contract shall be construed to permit Irion 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 Irion 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) Irion 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 Irion 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 indirect, 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.

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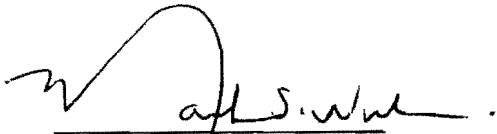
This Contract and Agreement this date executed is made by and between the parties hereof; it being the declared intention of the parties hereto that the above and foregoing contract is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating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


This contract is in lieu of all previous contracts between Tom Green County and Irion 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 the 1st, day of September, 2004, to be effective September 1, 2004,  
each copy hereof shall be considered an original copy for all purposes.

Approved as To Form

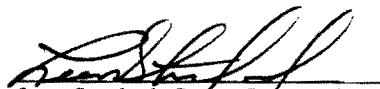
COMMISSIONERS' COURT OF  
TOM GREEN COUNTY, TEXAS

  
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

\_\_\_\_\_  
Irion County

  
Leon Standard, County Judge and  
Presiding Officer of Said Court,

\*\*\*\*\*

**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 Sterling acting by and through its duly authorized representatives, the Commissioners' Court of Sterling County, Texas, Robert L. Browne, Sterling County Judge, to be effective September 1, 2004 to August 31, 2005.

**WITNESSETH:**

**I.**

Whereas, Tom Green County operates the Tom Green County Juvenile Justice Center. Whereas, Sterling 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 Sterling County for such use and purpose, and Sterling 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, Sterling 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 Sterling County.

(3) Sterling County agrees to pay Tom Green County the sum of \$80.00 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 Sterling County, the Administrator of the facility is authorized to secure such examination, treatment, or hospitalization at the expense of Sterling County and to request that Sterling County be billed for the same. Sterling 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 Sterling 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 Sterling County may be denied if space limitations require.

(6) Children from Sterling 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 Sterling

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 Sterling 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 Sterling 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 Sterling 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 Sterling 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 Sterling 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 therefrom by Sterling 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 Sterling 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 Sterling 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 Sterling 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 Sterling County.

(15) It is further understood and agreed by the parties hereto that nothing in this contract shall be construed to permit Sterling 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 Sterling 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) Sterling 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 Sterling 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 indirect, 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.

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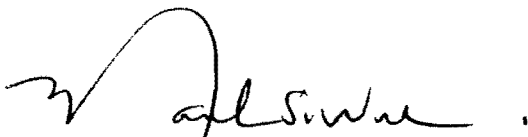
This Contract and Agreement this date executed is made by and between the parties hereof; it being the declared intention of the parties hereto that the above and foregoing contract is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating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

This contract is in lieu of all previous contracts between Tom Green County and Sterling 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 the 8, day of Feb, 20 05, to be effective September 1, 2004,  
each copy hereof shall be considered an original copy for all purposes.

Approved as To Form

COMMISSIONERS' COURT OF  
TOM GREEN COUNTY, TEXAS



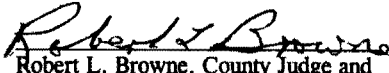
Mark S. Williams, Chief  
Juvenile Probation Officer  
Tom Green County, Texas



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

COMMISSIONERS' COURT OF

\_\_\_\_\_  
Sterling County



Robert L. Browne, County Judge and  
Presiding Officer of Said Court,

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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 Coke acting by and through its duly authorized representatives, the Commissioners' Court of Coke County, Texas, Roy Blair, Coke County Judge, to be effective September 1, 2004 to August 31, 2005.

**WITNESSETH:**

**I.**

Whereas, Tom Green County operates the Tom Green County Juvenile Justice Center. Whereas, Coke 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 Coke County for such use and purpose, and Coke 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, Coke 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 Coke County.

(3) Coke County agrees to pay Tom Green County the sum of \$80.00 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 Coke County, the Administrator of the facility is authorized to secure such examination, treatment, or hospitalization at the expense of Coke County and to request that Coke County be billed for the same. Coke 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 Coke 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 Coke County may be denied if space limitations require.

(6) Children from Coke 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 Coke 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 Coke 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 Coke County and such child thereafter is 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 Coke 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 Coke 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 Coke 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 therefrom by Coke 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 Coke 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 Coke 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 Coke 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 Coke County.

(15) It is further understood and agreed by the parties hereto that nothing in this contract shall be construed to permit Coke 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 Coke 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) Coke 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 Coke 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 indirect, 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.

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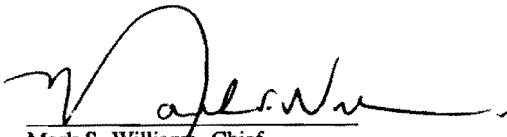
This Contract and Agreement this date executed is made by and between the parties hereof; it being the declared intention of the parties hereto that the above and foregoing contract is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating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

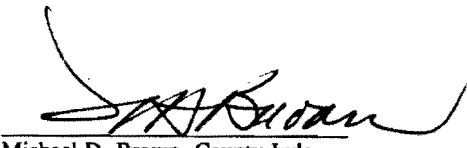
This contract is in lieu of all previous contracts between Tom Green County and Coke County for these purposes. Said previous contract to terminate, become null and void, and be of no further force or effect of the date this contract becomes effective.

Executed in duplicate this the 4<sup>th</sup>, day of November, 2004, to be effective September 1, 2004,  
each copy hereof shall be considered an original copy for all purposes.

Approved as To Form

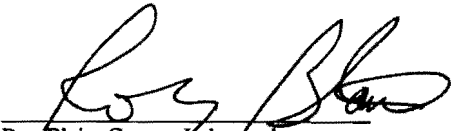
COMMISSIONERS' COURT OF  
TOM GREEN COUNTY, TEXAS

  
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

\_\_\_\_\_  
Coke County

  
Roy Blair, County Judge and  
Presiding Officer of Said Court,

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**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 Schleicher acting by and through its duly authorized representatives, the Commissioners' Court of Schleicher County, Texas, Johnny Griffin, Schleicher County Judge, to be effective September 1, 2004 to August 31, 2005.

**WITNESSETH:**

**I.**

Whereas, Tom Green County operates the Tom Green County Juvenile Justice Center. Whereas, Schleicher 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 Schleicher County for such use and purpose, and Schleicher 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, Schleicher 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 Schleicher County.

(3) Schleicher County agrees to pay Tom Green County the sum of ~~\$80.00~~ 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 Schleicher County, the Administrator of the facility is authorized to secure such examination, treatment, or hospitalization at the expense of Schleicher County and to request that Schleicher County be billed for the same. Schleicher 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 Schleicher 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 Schleicher County may be denied if space limitations require.

(6) Children from Schleicher 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 Schleicher 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 Schleicher 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 Schleicher County and such child thereafter is 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 Schleicher 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 Schleicher 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 Schleicher 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 therefrom by Schleicher 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 Schleicher 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 Schleicher 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 Schleicher 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 Schleicher County.

(15) It is further understood and agreed by the parties hereto that nothing in this contract shall be construed to permit Schleicher 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 Schleicher 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) Schleicher 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 Schleicher 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 indirect, 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.

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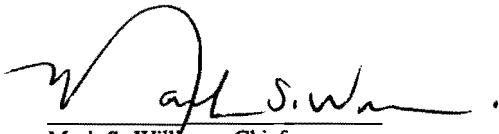
This Contract and Agreement this date executed is made by and between the parties hereof; it being the declared intention of the parties hereto that the above and foregoing contract is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating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

This contract is in lieu of all previous contracts between Tom Green County and Schleicher 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.

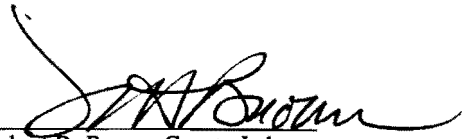
Executed in duplicate this the 30<sup>th</sup>, day of August, 2004, to be effective September 1, 2004,  
each copy hereof shall be considered an original copy for all purposes.

Approved as To Form

COMMISSIONERS' COURT OF  
TOM GREEN COUNTY, TEXAS



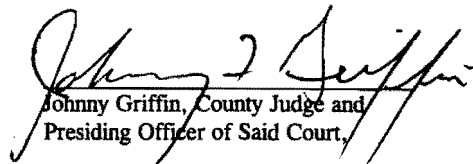
Mark S. Williams, Chief  
Juvenile Probation Officer  
Tom Green County, Texas



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

COMMISSIONERS' COURT OF

\_\_\_\_\_  
Schleicher County



Johnny Griffin, County Judge and  
Presiding Officer of Said Court,

\*\*\*\*\*

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 Brown acting by and through its duly authorized representatives, the Commissioners' Court of Brown County, Texas, Ray West, Brown County Judge, to be effective September 1, 2004 to August 31, 2005.

**WITNESSETH:**

**I.**

Whereas, Tom Green County operates the Tom Green County Juvenile Justice Center. Whereas, Brown 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 Brown County for such use and purpose, and Brown 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, Brown 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 Brown County.

(3) Brown County agrees to pay Tom Green County the sum of \$80.00 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 Brown County, the Administrator of the facility is authorized to secure such examination, treatment, or hospitalization at the expense of Brown County and to request that Brown County be billed for the same. Brown 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 Brown 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 Brown County may be denied if space limitations require.

(6) Children from Brown 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 Brown

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 Brown 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 Brown County and such child thereafter is 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 Brown 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 Brown 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 Brown 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 therefrom by Brown 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 Brown 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 Brown 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 Brown County for which there will be an additional charge of N/A cents per miles, for a total charge of mileage.

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(15) It is further understood and agreed by the parties hereto that nothing in this contract shall be construed to permit Brown 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 Brown 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) Brown 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 Brown 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 indirect, 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 Brown County for such children placed in the facility by the Judge of Brown County having juvenile jurisdiction.

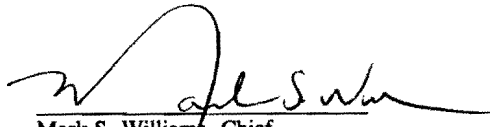
This contract is in lieu of all previous contracts between Tom Green County and Brown County for these purposes. Said previous contract to terminate, become null and void, and be of no further force or effect of the date this contract becomes effective.




Executed in duplicate this the 8th, day of November, 2004, to be effective September 1, 2004,  
each copy hereof shall be considered an original copy for all purposes.

Approved as To Form

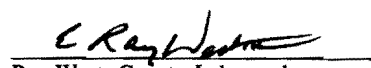
COMMISSIONERS' COURT OF  
TOM GREEN COUNTY, TEXAS

  
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

\_\_\_\_\_  
Brown County

  
Ray West, County Judge and  
Presiding Officer of Said Court,

\*\*\*\*\*

## **TGC Riverbank Stabilization and Restoration Project**

During its regular session of on January 25, 2005, the members of the Tom Green County Commissioners' Court voted unanimously to support a program to stabilize and/or restore area riverbanks. At that time, County Judge Michael D. Brown appointed County Commissioner, Precinct 1, Ralph E. Hoelscher to form a committee to oversee the project.

The first meeting of the TGC Riverbank Stabilization and Restoration Project Steering Committee was held on n January 28, 2005 and the following members:

Ralph E. Hoelscher	TGC County Commissioner, Precinct 1
Karl W. Bookter	TGC County Commissioner, Precinct 2
Randy Turner	Concho Valley Water Shed Association
Van Carson	Concho River Basin Water Conservancy Association
Fred Campbell	Upper Colorado River Authority
A. J. Jones	Steering Committee of the Clean River Act
Gary Groggin	Tom Green Soil & Water Conservation District

agreed that the project should be proactive in damage prevention rather than waiting until it occurs and expressed their concern for public safety as well as the possibility of damage to bridges, low water crossings, and dams due to the build up of dead trees in area waterways.

The Texas Department of Transportation does not have a prevention program in place (regarding the protection and preservation of bridges and low water crossings), although both are their responsibilities. In case of severe emergency, such as a log jam at a dam, low water crossing or bridge due to flooding TXDOT closes the road in the interest of public safety. Also, TXDOT is not allowed to disturb the "natural habitat" of an endangered species. And, TXDOT is prohibited from clearing trees/brush from private property. Therefore, TXDOT can not be depended upon to clear dead and dying trees from or near our waterways.

There are 13 dams and two bridges (FM 1692 and Hwy 380) located on the Concho River east of San Angelo before the river reaches the Concho County Line and all are endangered by approximately 3000 dead trees (please refer to attached *Assessment of the Main River Riparian Corridor in Tom Green County*) that have already fallen into the river or are endanger of ending up in the waterway.

The goals of the TGC Riverbank Stabilization and Restoration Project Steering Committee are to:

- 1) Control damage to rivers, bridges, low water crossings.
- 2) Prevent damage to property.
- 3) Remove trees that could create damage, debris, and siltation in area rivers.
- 4) Remove trees over 4" in diameter within an approximate average of 133' from the rivers edge.

- 5) Remove trees that have already fallen on the bank but could end up in the river.
- 6) Remove trees that are already in the waterway.
- 7) Stack trees far from riverbank to avoid the possibility of their getting into the river.
- 8) Work with landowner to clear riverbank.  
Landowner to be responsible for the use or disposal of trees removed from the riverbank easement on their land.

The focus of the TGC Riverbank Stabilization and Restoration Project is erosion prevention by:

- 1) Removing dead trees over 4" in diameter within an approximate average of 133' from the rivers edge.
- 2) Cutting off a major portion of the tree, but leaving the stump.
- 2) Using an excavator or similar equipment to remove dead trees that have already fallen into the water.
- 5) Contracting for labor or possibly using the State Inmate Workforce, if allowable.

The program is endorsed by the Tom Green County Commissioners' Court and the Riverbank Stabilization and Restoration Project is also seeking endorsement of the:

Concho Valley Water Shed Association - Randy Turner  
 Concho River Basin Water Conservancy Association – Van Carson  
 Upper Colorado River Authority – Fred Campbell  
 Steering Committee of the Clean River Act – A. J. Jones  
 Tom Green Soil & Water Conservation District – Gary Groggin  
 Concho County Commissioners Court – Allen Amos  
 Concho Valley Water Council – Jamie Rainy  
 Texas Department of Transportation - District Engineer, Walther McCullough  
 San Angelo Water Advisory Board – Drew Darby

The committee is proposing that the "Upper Colorado River Authority" be the lead agency for this project.

Pilot Program to include: *Concho River Basin from Bell Street in San Angelo proceeding down stream to the Concho County line. Other counties / rivers could be added to the program at end of pilot project.*

Project easement shall be: *"Approximately 30 to 133 feet will be cleared from riverbank depending on the elevation at Project Manager's discretion."*

Estimated pilot project cost: 133' easement on each side of the river (133' X 2 = 266 ft.)

266 ft. X 5,280 (ft in one mile) =1,404,480 ft.

1,404,480 ft divided by 43,560 (feet in one acre) = 32.242 acres

32,242 acres X 28 miles of river = 902.776 acres

903 acres X \$1,000 acre = **\$903,000**

## Assessment of the Main Concho River Riparian Corridor in Tom Green County

### Statement of Problem:

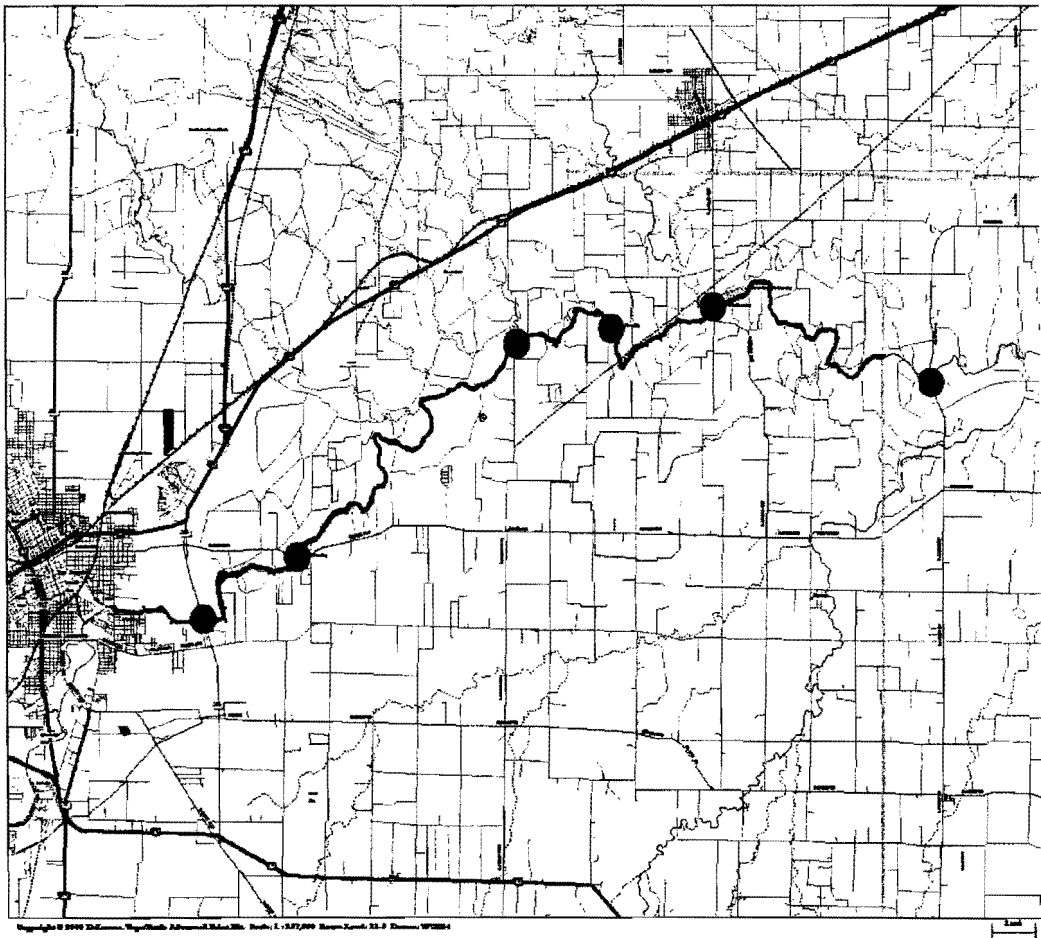
The Concho River below San Angelo (Segment 1421) has experienced a drastic reduction of flows in the last several years. Since 1998, the Concho has ceased to flow on several occasions and has experienced miles of dry riverbed at times. Drought conditions have been the obvious cause for the problem. From 1916 to 1998, United States Geological Survey (USGS) gauging station 08136500 Concho River at Paint Rock recorded an annual mean flow of 180 cubic feet per second (CFS). From 1999 through 2002, the annual mean flow at this station was only 12 CFS. This gage is immediately downstream of the assessment area. Rainfall data for this low flow period also indicates a severe decline, with a 30% reduction from normal averages, according to the National Weather Service in San Angelo. This lack of water through the system has had devastating impacts on the riparian corridor, specifically the native pecan trees along the river.

The death of these native trees has raised concerns from landowners and various agencies. These lifeless trees have the potential to collapse or wash into the river, creating hazards for individuals and their personal property. During flood conditions, these trees also have the potential to wash out bridges, low water crossings and numerous small irrigation dams along the river. Along with destruction, there are water quality ramifications. They include flow impediment, extreme sediment loading into the river, and elevated suspended solid levels. Due to these concerns, the Upper Colorado River Authority (UCRA) staff initiated an investigation under the auspices of the Concho River Basin Watershed Protection Plan as an assessment of potential non-point source water pollution problems.

### Study Design:

This study was designed to assess the riparian corridor for hazardous mature trees along the banks of the main Concho River in Tom Green County. For this study, a tree that is four inches in diameter or greater would be considered mature. Six survey sites were chosen along the river from San Angelo downstream just beyond the Tom Green/Concho County line. Sites surveyed include:

- Concho River at Loop 306 (1421.12408)
- Concho River at FM 380 (1421.12407)
- Concho River at Veribest Park (1421.12405)
- Concho River at Mullins Crossing (1421.12404)
- Concho River at FM 1692 (1421.12403)
- Concho River at FM 381 (1421.12402).



Each site was then divided into four areas; two upstream sites and two downstream sites on each side of the river. Parameters recorded include Transect Length, Transect Width, Standing Dead Trees, Downed Trees, and Hazardous Trees. The term "Standing Dead" refers to trees that are dead and most of their mass is still in a vertical position. "Downed Tree" means the tree is dead and is lying on the ground along the riverbank. "Hazardous/Unstable" is defined as a tree that is either dead or alive, clinging to the edge of the riverbank by its roots and is in imminent danger of falling into the water.

### Summary of Study Results:

Approximately 9600 feet of riparian corridor was assessed during the survey. Within this area, 95 problem trees were identified, indicating that there is a problem tree every 101 feet of riparian corridor. The length of the Concho River from Bell Street Dam in San Angelo to the Tom Green / Concho county line is 27.9 miles. That is equal to 55.8 miles of riverbank or 294,624 feet of riparian corridor with both sides of the river included. Applied to the total length of the assessment area (294,624 feet / 101ft per tree), an estimated 2917 problem trees line the banks of the main Concho River in Tom Green County. Of these 2917 trees, approximately 75% are standing dead, 15% are down, and 10% are considered unstable. These survey assessments also provide the riparian corridor's average width, about 133 feet. This width multiplied by total length is almost 900 acres of land.

### Conclusions:

With almost 3000 problem trees located within the 27.9 stream mile study area, it is apparent that the concern of landowners and various agencies regarding the potential for flood hazards is justified. Also, with approximately 300 (10% of total) trees in imminent danger of falling into the river, there appears to be justification for fears of increased sedimentation within the stream segment.

Appendix: Datasheet

SITE	Tran L (feet)	Tran W (feet)	Standing Dead	Down	Hazard/Unstable	Total Problem trees
306 NW	300	100	3	1	0	4
306 NE	300	100	3	0	1	4
306 SE	300	50	0	0	0	0
306 SW	300	50	1	0	1	2
380 SW	300	100	0	0	0	0
380 SE	300	100	4	0	0	4
380 NW	300	50	1	0	0	1
380 NE	300	100	0	0	0	0
VBP SW	600	200	8	4	0	12
VBP NW	600	50	2	0	0	2
VBP NE	600	50	1	1	0	2
VBP SE	600	300	6	0	0	6
MULLINS SW	450	150	2	0	1	3
MULLINS NW	450	150	2	0	1	3
MULLINS SE	450	100	6	2	1	9
MULLINS NE	300	100	0	1	0	1
1692 SW	450	300	4	0	0	4
1692 NW	450	100	6	0	0	6
1692 NE	300	100	1	0	0	1
1692 SE	450	300	5	3	0	8
381 NW	600	300	3	0	0	3
381 SE	300	150	6	0	0	6
381 NE	300	100	6	2	3	11
381 SW	300	100	2	0	1	3
TOTALS	9600	3200	72	14	9	95
Avg/Transect	400	133	3	0.58	0.375	3.95



# TGC COMMISSIONERS' COURT MEMBER COMMITTEE APPOINTMENTS

	RALPH HOELSCHER	KARL BOOKTER	STEVE FLOYD	RICHARD EASINGWOOD	MIKE BROWN	MEMBERS
COMPUTER ADVISORY	1/25/05	1/1/00	1/8/02	1/28/03	XXX	SUSAN / MITCH, Larry, Anne, CalTech
CONSTRUCTION		00-05			XXX	
COUNTY GOVERNMENT WEEK <small>created '05</small>						Dianna, Anne, John Wilmoth
CVCOG GENERAL ASSEMBLY		1/25/05 ALT.	1/25/05	1/28/03 - Alt.	Exec. Comm	
CVCOG SOLID WASTE GRANTS		1/25/05 ALT.	1/25/05	1/13/04-Alt		Stan
EMPLOYEE ENRICHMENT				1/25/05		Anne, Terry
FMLA REVIEW COMMITTEE						Dianna, Terry, Nurse
HOUSING FINANCE	XXX	XXX	XXX	XXX	XXX	
INSURANCE/EMPLOYEE BENEFITS						ARCHIE, Stan, Marty Wilde, Dianna
INVESTMENT ADVISORY <small>created 1996</small>	1/25/05	1/1/00		1/28/2003-04	XXX	DIANNA, Stan (Commissioner rotates every 2 yrs)
LOSS CONTROL		1/25/05		1/2/00		Archie Kountz, Bryan McGulre, Brian Melrs, Steve Mild, Mike Childress, Raymond Torres, Mario Ramirez(2/4), Gabe Hinojosa (1/3)
LOSS CONTROL - ACCIDENT REVIEW				1/25/05		ARCHIE, Truman, Dianna (Commissioner rotates every 2 yrs)
METROPOLITIAN PLANNING		1/25/05			XXX	
OFFICE SPACE ALLOCATION <small>created 9/99</small>	1/25/05	1/13/04		9/99-2002	XXX	DON (Commissioner rotates every 2 yrs)
PERSONNEL POLICY		1/8/02	1/25/05	1/13/04		TERRY, Monty, Dianna, Stan
REFACTORING						TERRY, Monty, Dianna & Alt. = Anne
RIVERBANK STABILIZATION <small>created 1/05</small>	1/25/05	2/8/05				Randy Turner, Van Carson, Fred Campbell, A. J. Jones, Gary Grogan 2/8/05
SALARY GRIEVANCE 2005						CITIZENS names to be drawn prior to need
SUBDIVISION (AD HOC)			1/13/05	1/13/05		(6 MO. COMMITTEE APPOINTMENT)
VEHICLE USE POLICY <small>created 1/03</small>					1/25/05	ARCHIE Kountz, Mark Horner, Truman Richle

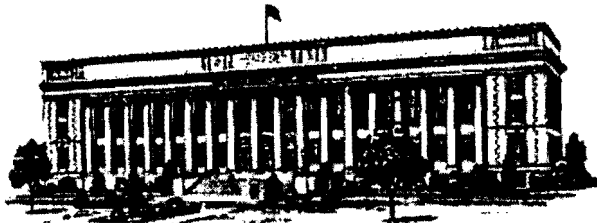
VOL. 80 PG. 1058

**T&C COMMISSIONERS' COURT MEMBER COMMITTEE APPOINTMENTS**

<b>DEFUNCT COMMITTEES:</b>									
<b>SALARY &amp; BENEFITS</b>			???	???	XXX				
<b>INSURANCE</b>		XXX		XXX					
<b>HEALTH BENEFITS</b>			1/12/1999						
<b>W. C. CLAIMS MANAGEMENT*</b>	XXX					<b>REBECCA WARNICK, DIANNA SPIEKER</b>			
<b>MOWING OF COUNTY PARKS</b>	1997	1997							
<b>EJT TO MEET WITH DAVID THURMAN</b>		1/8/02	1/8/02						

VOL. 80 PG. 1059

# COMMISSIONERS' COURT TOM GREEN COUNTY



## Line-Item Transfers

Michael D. Brown  
County Judge

February 4, 2005

Fund: General Fund

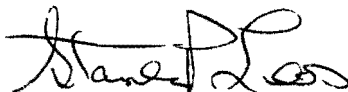
<u>Department</u>	<u>Account</u>	<u>Budget Increase</u>	<u>Budget Decrease</u>
006 Collections	0301 Office Supplies	105.00	
192 Contingency	0601 Reserves		105.00


### Reason

Increase Change Fund for Collections Office.

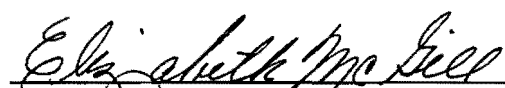
  
\_\_\_\_\_  
Department Head

2-8-05  
\_\_\_\_\_  
Date Approved by Commissioners' Court

  
\_\_\_\_\_  
Auditor

  
\_\_\_\_\_  
County Judge



  
\_\_\_\_\_  
Attest - County Clerk