



## Texas Juvenile Probation Commission State Financial Assistance Contract 2010 - 2011 Biennium

This is an agreement between the State of Texas, represented by and through the Texas Juvenile Probation Commission, hereinafter called the "Commission", and the juvenile board of «countyname» County, hereinafter called the "Grantee". In consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Commission and the Grantee, for the consideration hereinafter detailed, make the following agreements.

- I. **PURPOSE AND SCOPE OF CONTRACT.** The purpose of this State Financial Assistance Contract, hereinafter referred to as, the "Contract" between the Commission and the Grantee is to delineate the duties and responsibilities of both the Commission and the Grantee regarding the distribution, receipt and expenditure of state financial assistance funding under the applicable individual grants referenced herein.
- II. **INCORPORATED DOCUMENTS.**
  - 2.1. **Incorporated Documents.** The following documents are an integral and necessary part of this Contract and are hereto attached and incorporated herein by reference:
    - 2.1.1. **Exhibits.**
      - 2.1.1.1. Exhibit A. *Juvenile Board Resolution*
      - 2.1.1.2. Exhibit B. *Commitment Reduction Program Resolution (Acceptance)*
  - 2.2. **Documents Incorporated by Reference.** The following documents are incorporated by reference into this Contract and the provisions are binding on the Grantee.
    - 2.2.1. **Texas Juvenile Probation Commission Compliance Resource Manual (CRM).** The Texas Juvenile Probation Commission *Compliance Resource Manual*, hereinafter referred to as the "*Compliance Resource Manual*" is a multi-chapter, two-volume resource document available online at the Commission website that details the expected outcomes, mandatory requirements and interpretations of all agency grant requirements and agency administrative law found in Title 37 Texas Administrative Code, Chapters 341 - 358 or successor provisions which may be amended or adopted during the term of this Contract. Volume 1 of the Compliance Resource Manual sets forth the standards, interpretations and compliance verification procedures of the Commission's administrative law. Volume 2 sets forth the general requirements applicable to all Commission grants and the specific grant requirements applicable to each individual grant. The Compliance Resource Manual also contains objective criteria and standard procedures for verifying compliance, programmatic requirements, time frames for administrative law or grant non-compliances as well as overall performance measures for juvenile probation services and juvenile justice programs. This includes the General Grant Requirements and all individual grant requirements.
    - 2.2.2. **Requests for Proposals.** All Commission Requests for Proposals (RFPs) that solicit applications in connection with any individual grant hereunder shall be incorporated by reference.
    - 2.2.3. **Contract Structure.** This Contract has two distinct parts. The State Financial Assistance Contract sets forth the basic requirements, duties and responsibilities of the Commission and the Grantee. It is supplemented by the Compliance Resource Manual, described in Subsection 2.2.1, that has been incorporated by reference into this Contract. The Compliance Resource Manual, which includes the General Grant Requirements-All Grants, hereinafter referred to as "General Grant Requirements", as well as the provisions relating to the particular type of grant(s) received by Grantee under this Contract, referred to as the "Individual Grant Requirements". The document entitled the General Grant Requirements contains provisions that are applicable to every grant awarded or distributed under this Contract. Additionally, each individual grant, identified by name and by letter, outlines the provisions relating to requirements for the

administration of the particular grant. The State Financial Assistance Contract and the Compliance Resource Manual, which includes the General Grant Requirements and the applicable individual grant provisions, should to the extent there is no conflict, be read and interpreted as a single document. The Grantee shall be bound by the duties, responsibilities and requirements of each part of this Contract. If any specific provision contained in the General Grant Requirements conflicts with any provisions in the individual grant, the specific individual grant provision controls.

- 2.2.4. **Expenditure Guidelines.** A set of guidelines that establish the general principles for determining the allowable costs incurred by the Grantee under grants, contracts and other agreements with the Commission utilizing state funding. The Expenditure Guidelines are incorporated by reference as an appendix to the General Grant Requirements. To the extent there is no conflict with the specific individual grant provisions, the Expenditure Guidelines shall control.

III. **DEFINITIONS.** The following words and terms, when used in this Contract shall have the following meanings, unless the context clearly indicates otherwise.

- 3.1. **Authorized Designee.** An authorized designee is any person, entity, state agency or federal agency to whom authority has been contractually or statutorily delegated to act in cooperation or consultation with the Commission regarding any program or service provided under any individual grant, (e.g., Texas State Auditor's Office, Texas Comptroller's Office, private auditors, Department of Family and Protective Services, Department of State Health Services, Department of Aging and Disability Services, etc.).
- 3.2. **Chief Administrative Officer.** Regardless of the title, the person hired by a juvenile board who is responsible for oversight of the day-to-day operations of a juvenile probation department including the juvenile probation department of a multi-county judicial district.
- 3.3. **Fiscal Officer.** A county or district auditor or treasurer or their designee provided the designee is a qualified accountant or bookkeeper.
- 3.4. **Inter-County Transfer Officer.** The person designated by the chief administrative officer to act as the contact person for all matters involving the transfer of juvenile probation supervision between counties.
- 3.5. **Juvenile Supervision Officer.** An individual who holds an active juvenile supervision officer certification and whose primary responsibility and essential function is the supervision of juveniles in a juvenile justice program or juvenile justice facility.
- 3.6. **Juvenile Justice Program.** A juvenile justice program, as defined in Texas Family Code Section 261.405, is a non-residential program operated for the benefit of juveniles referred to a juvenile probation department that is either directly administered by the juvenile probation department or is operated under contract with a juvenile board. A juvenile justice program does not include any program operated in a facility that is licensed or operated by a state agency other than a facility registered with the Texas Juvenile Probation Commission.
- 3.7. **Juvenile Probation Services.** Juvenile probation services means services provided to juvenile offenders under the jurisdiction of the juvenile court by or under the authority of the Grantee and provided by the juvenile probation department or other entity, including services contracted with third-party service providers, in response to a policy or directive instituted by the governing juvenile board or an order issued by a juvenile court and under the court's direction, including:
- 3.7.1. Protective services;
  - 3.7.2. Prevention of delinquent conduct and conduct indicating a need for supervision;
  - 3.7.3. Diversion;
  - 3.7.4. Deferred prosecution;
  - 3.7.5. Foster care;
  - 3.7.6. Counseling;
  - 3.7.7. Supervision;

- 3.7.8. Diagnostic, correctional and educational services; and
- 3.7.9. Services provided by a juvenile probation department that are related to the provision of services, operation of a secure pre-adjudication detention facility, a short-term detention facility (holdover), a secure post-adjudication correctional facility, a non-secure residential treatment facility, a juvenile justice alternative education program or a juvenile justice program as defined in Texas Family Code Section 261.405.
- 3.8. **Project Director.** The individual designated by the juvenile board, usually the Chief Administrative Officer, who is responsible for the administration and coordination of grant funds in accordance with the terms of this Contract, the Compliance Resource Manual and any general or specific requirements.

#### IV. OBLIGATIONS AND RESPONSIBILITIES OF THE COMMISSION.

- 4.1. **Payments to the Grantee.** In consideration for the mutual agreements contained in this Contract, the Commission shall pay the Grantee the following grant amounts:
- 4.1.1. **Monthly Payments.** Grant payments for the following grants shall be made during the term of this Contract in eleven (11) monthly installments during each state fiscal year in the 2010 - 2011 biennium. The first payment to the Grantee will be 16.7 percent of the total grant amount and each of the remaining 10 payments shall be 8.33 percent of the total. The funding during the second fiscal year of the grant period shall not be less than the first fiscal year of the grant period which is detailed below: Prior to the commencement of fiscal year 2011, the Commission shall provide written notice of any subsequent allocation amounts that may be available to the Grantee.
- 4.1.1.1. State Aid (Grant "A") in the amount of \$«A\_»(«ASP»).
- 4.1.1.2. Border Children's Justice Project (Grant "B") in the amount of \$«B»(«BSP»).
- 4.1.1.3. Delta Boot Camp Program (Grant "D") in the amount of \$«D»(«DSP»).
- 4.1.1.4. Progressive Sanctions JPO (Grant "F") in the amount of \$«F2»(«F2SP») to fund «F2OFF» at \$27,567.00 each and \$«F1»(«F1SP») to fund «F1OFF» officers at \$22,179 each. The total amount to fund Progressive Sanctions JPO officers is \$«F1F2»(«F1F2SP»).
- 4.1.1.5. Special Needs Diversionary Program (Grant "M") in the amount of \$«M»(«MSP») to fund «MOFF» officers.
- 4.1.1.6. Progressive Sanctions ISJPO (Grant "O") in the amount of \$«O1»(«O1SP») to fund «O1OFF» at \$26,502.00 each and \$«O2»(«O2SP») to fund «O2OFF» officers at \$27,240 each. The total amount to fund Progressive Sanctions ISP officers is \$«O1O2»(«O1O2SP»).
- 4.1.1.7. Local Post-Adjudication Fund (Grant "V") in the amount of \$«V»(«VSP»).
- 4.1.1.8. Community Corrections (Grant "Y") in the amount of \$«Y»(«YSP»).
- 4.1.1.9. Salary Adjustment (Grant "Z") in the amount of \$«Z»(«ZSP») to fund «ZPO» juvenile probation officers and «ZDO» juvenile detention officers.
- 4.1.2. **Quarterly Payments.** Grant payments for the following grant shall be made in four equal payments per fiscal year for the current contract period. In the first year of the biennium, one payment shall be received upon the approval of the Request for Payment and subsequent payments shall be distributed in the months of December, March and June, respectively. In the second year of the biennium, one payment shall be received in September and subsequent payments shall be distributed in the months of December, March and June.
- 4.1.2.1. Diversionary Fund (Grant "H") in the amount of \$«H»(«HSP»).
- 4.1.2.2. Intensive Community-Based Pilot (Grant "U") in the amount of \$«U»

(«USP»).

4.1.2.3. Intensive Community-Based Program (Grant "X") in the amount of \$«X» («XSP»).

4.1.2.4 Commitment Reduction Program (Grant "C") [See Amendment One].

4.1.3. **Bi-Annual Payments.** Grant payments for the following grant shall be made in two equal payments per fiscal year for the current contract period. In the first year of the biennium, one payment shall be received upon the execution of this Contract and the second in February. In the second year of the biennium, one payment shall be received in September and the second in February.

4.1.3.1. JJAEP Discretionary (Grant "W") in the amount of \$«W» («WSP»).

4.1.4. **Annual Payments.** Grant payments for the following grants shall be made once per fiscal year for the current contract period. In the first year of the biennium, one payment shall be received upon execution of this Contract. In the second year of the biennium, one payment shall be received in September.

4.1.4.1. Commitment Reduction Program (Grant "C") [See Amendment One].

4.1.5. **Reimbursement Payments.** The Commission shall, to the extent funds are available, reimburse the Grantee for eligible claims presented for payment provided that the requirements for reimbursement have been met to the satisfaction of the Commission. All claims under this Contract can only be made for the period this Contract is in effect. Reimbursement programs include the following:

4.1.5.1. Title IV-E Federal Foster Care Program (Reimbursement) (Grant "E"). In accordance with the requirements found in Office of Management and Budget Circular A-87 and Code of Federal Regulations 1356.60 as further detailed in the specific grant requirements, the Commission shall reimburse the Grantee the maximum federal dollar share for the following: foster care maintenance claims for eligible juvenile probation children, direct administrative claims, and enhanced administrative claims. Upon review and approval of supporting documentation, the Commission shall reimburse the Grantee as requests for reimbursement are presented for payment provided there is sufficient Title IV-E grant award authority against which to process presented claims and providing said funds are being reimbursed to the Commission by Texas Department of Family and Protective Services (TDFPS) via the interagency agreement. To be eligible for reimbursement, all costs must be reasonable, allowable and properly allocated for support of the foster care program. A direct or enhanced administrative claim is not eligible for reimbursement if the basis of the claim has funding from any other federal source. All claims under this contract can only be made for the period this contract is in effect. The Commission shall reimburse the Grantee only for allowable costs.

4.1.5.2. JJAEP Program (Reimbursement) (Grant "P") in the amount of \$«P» («PSP»). The Grantees eligible for reimbursements under Grant "P" shall receive a share of the initial \$1,500,000 distribution based on each Grantee's share of the total juvenile population for each school year for the current contract period. Additional funds will be distributed at the rate of \$79 per eligible student attendance day for students that are required to be expelled pursuant to Chapter 37 of the Texas Education Code and meet the individual grant requirements. The Grantee will not be able to receive the second tier of funding until the initial amount allocated is earned at the rate of \$79 per eligible student attendance days. Payments to the Grantee by the Commission shall be limited to no more than 180 days of operation during each regular school year for the current contract period.

4.1.6. **Placement Services Fund.** The Commission shall, to the extent funds are available, pay the Grantee for eligible claims presented for payment provided that the requirements for payment have been met to the satisfaction of the Commission. All claims under this Contract can only be made for the period this Contract is in effect. Placement services fund grants include the following:

4.1.6.1. Secure Felony Placement Fund (Grant L).

4.1.6.2. Small County Diversionary (Grant R).

#### V. GENERAL DUTIES AND RESPONSIBILITIES OF GRANTEE.

- 5.1. **General.** The general duties, obligations and responsibilities of the Grantee are delineated and set forth in this document, in the provisions of the Compliance Resource Manual, which includes the General Grant Requirements and in the individual grant provisions governing any grant awarded or distributed under this Contract.
- 5.2. **Compliance Resource Manual.** The Grantee shall be bound by all administrative law promulgated by the Commission (i.e., standards) as codified in Title 37 Texas Administrative Code Chapters 341- 358 or any successor provisions which may be amended or adopted during the term of this Contract. The Commission may provide a Compliance Resource Manual (CRM) to the Grantee as a reference document to detail the monitoring policies, practices, procedures and requirements of the Commission. The CRM shall govern all monitoring policies, procedures and methodologies to be implemented by the Commission.
- 5.3. **Compliance Systems.** The Grantee shall implement and use the required compliance systems as well as adhere to the policies, procedures and requirements relating to the following formalized or automated systems designed to track and enforce administrative law:
- 5.3.1. **Compliance Monitoring, Enforcement and Tracking System.** The Compliance Monitoring, Enforcement and Tracking System (COMETS) is an automated internal system developed by the Commission that consists of an extensive database to track, among other things, non-compliances, monitoring reports, citations, corrective actions and sanctions imposed by the Commission. Grantee shall use COMETS to respond to any citation of non-compliance.
- 5.4. **Notice of Suit.** The Grantee shall notify the Commission within five (5) calendar days if the Grantee, the Grantee's county (or counties for judicial districts), the juvenile probation department, juvenile probation services, and/or its employees, contractors or service providers are named as party in a civil or criminal law suit, where the law suit relates to the operation of a juvenile probation department, juvenile justice program, secure juvenile pre-adjudication detention facility, short-term detention facility (i.e., holdover), secure post-adjudication correctional facility or other facility operated by or under the authority of the Grantee.
- 5.5. **Privatization of Juvenile Probation Services, Juvenile Justice Programs and Facilities.** If the Grantee chooses to enter into any subcontract with any public or private person or entity for the provision of administration or programmatic services in juvenile justice programs and facilities, the Grantee shall ensure that the qualifications of the subcontractor are adequate to ensure the subcontractor shall perform and meet the terms of this Contract and the provisions contained herein in their entirety. All subcontracts entered into by the Grantee shall be in writing and shall be subject to all applicable requirements contained in this Contract with the Commission and any requirements in Texas law applicable to said contracts. The Grantee shall be solely responsible to the Commission for the performance of any subcontractor under this Contract.
- 5.6. **Health and Safety of Youth.** Grantee shall provide juvenile probation programs and services to serve the youth under the jurisdiction of the juvenile court or courts within the Grantee's jurisdiction and shall ensure all programs, services and facilities provide adequate health and safety protections, procedures, and policies for all youth being served. The Commission may issue a Non-Compliance Citation Report (NCCR), cease or suspend funding or impose any other sanctions available under administrative rules or other applicable laws for failure to protect the health and safety of youth.

#### VI. ACCOUNTING, REPORTING, AUDITING REQUIREMENTS AND FINANCIAL ASSURANCES FOR GRANT FUNDS.

- 6.1. The Grantee shall follow the accounting, reporting, auditing and financial assurance requirements contained in the provisions of the Compliance Resource Manual, which includes the General Grant Requirements and the individual grant provisions of this Contract for which the Grantee receives funding from the Commission. The Grantee shall maintain supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable Commission and State of Texas requirements.

- 6.2. The Grantee understands that acceptance of funds under the 2010-2011 Biennium State Financial Assistance Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency and the Commission or its designee to conduct an audit or investigation in connection with any funds distributed under this contract. Grantee shall cooperate fully with the State Auditor's Office or its successor and the Commission or its authorized designee in the conduct of the audit or investigation, including providing all records requested. The Grantee shall ensure that this clause concerning the authority to audit funds and the requirement to cooperate is included in any subcontract it awards.

**VII. GENERAL PROVISIONS, SANCTIONS AND PENALTIES.**

- 7.1. **Term.** This Contract shall be in force from September 1, 2009 through August 31, 2011.
- 7.2. **Funding Availability.** This Contract is at all times subject to state appropriations. The Commission makes no express or implied representation or guarantee of continued or future funding under this Contract. The Commission has, as of the date of the execution of this Contract, obtained all requisite approvals and authority to enter into and perform its obligations under this Contract, including without limitation, the obligation to make the initial payment or payments required to be made under this Contract on the date or dates upon which such initial payment or payments may otherwise be disbursed during the current contract period, (i.e., September 1, 2009 through August 31, 2011). With respect to any subsequent payment which may be required to be made under this Contract in any subsequent fiscal year during the term of this Contract, the Grantee acknowledges that the Commission's authority to make such subsequent payments is contingent upon appropriation to the Commission by the Texas Legislature of funds sufficient for such purpose or may otherwise be contingent upon the availability of funds to the Commission for such purpose. If for any reason the State of Texas or the federal government terminates its appropriation through the Commission or fails to pay the full amount of the allocation for the operation of any grant or reimbursement program hereunder or the funds are otherwise unavailable, this Contract may be terminated, either in whole or in part, or reduced immediately and without penalty. Upon termination or reduction of the Contract, any funds already paid to the Grantee with an unexpended balance shall be returned to the Commission. In any event, no liability shall be incurred by the Commission or by the State of Texas for damages or any other amount which may be caused or associated with such termination. The Commission shall not be required to give prior notice.
- 7.3. **Entire Agreement.** This Contract and all documents incorporated herein by reference pursuant to Sections 2.1 and 2.2, and any other incorporated documents constitute the complete and final agreement between the Commission and the Grantee. Any other oral or written agreements between the parties concerning the subject matter of this agreement have no force or effect after the effective date of this Contract.
- 7.4. **Notice.** Except as expressly provided herein, any notice required or permitted to be given under this Contract shall be in writing and delivered in person or by registered or certified mail, return receipt requested, postage prepaid, to the individual and address shown below:

**GRANTEE**

«name»

CHIEF JUVENILE PROBATION OFFICER

«address»

«city», «state» «zip»

**TEXAS JUVENILE PROBATION COMMISSION**

Mailing Address:

P.O. Box 13547

Austin, Texas 78711

Attention: Chief Financial Officer

Physical Address:

4900 N. Lamar

Austin, Texas 78751

The notice shall be effective on the date of delivery.

7.5. **Sanctions and Penalties.**

7.5.1. **Withholding of Payments.** Notwithstanding anything to the contrary herein, the Grantee acknowledges that payments due under this Contract may be withheld or permanently suspended, in whole or in part, in the event of non-compliance with any federal or state law, administrative rule, or regulation applicable to the services provided herein, or if the duties and responsibilities herein have not been performed in accordance with the terms and conditions of this Contract.

7.5.2. **Withholding of Future Payments.** If the Grantee fails to reimburse the Commission for discovered unallowable expenditures, the Commission may withhold future payments under any grant received pursuant to this Contract until the unallowable costs have been completely reimbursed.

7.5.2.1. **Notice and Hearing.** The Commission shall provide reasonable notice and conduct a hearing before the Commission Board prior to permanently suspending payment due under this Contract. The administrative determination rendered by the Commission Board is final.

7.5.3. **Ineligibility for Future Grants.** The Grantee may become ineligible for future grants of any kind from the Commission under the following circumstances:

7.5.3.1. The Grantee, its staff, employees, designees or contractors are found by the Commission to have intentionally or knowingly falsified any documents, reports or records related to grant funds received under this Contract, or intentionally or knowingly gave false statements to any Commission employee or designee related to the expenditure of grant funds or the provision of juvenile probation services and juvenile justice programs.

7.5.3.2. The Grantee, its staff, employees, designees or contractors are found by the Commission to have intentionally or knowingly violated any provision of this Contract.

7.5.4. **Debarment, Suspension or Ineligibility.** By execution of this Contract, the Grantee certifies that it is not otherwise presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal or state department or agency from participation in the State Financial Assistance Contract or any individual grant authorized hereunder

7.5.5. **Force Majeure.** The Commission may grant relief from performance of the Contract if the Grantee is prevented from performance by act of war, order of legal authority, Act of God, or other unavoidable cause not attributable to fault or negligence of the Grantee. The burden of proof for the need of such relief shall rest upon Grantee. To obtain release based on force majeure, the Grantee shall file a written request with the Commission.

7.6. **Termination.** The Commission shall have the option to terminate this Contract, or any portion thereof, as a result of the Grantee's failure to comply with or abide by any covenant, assurance, term(s) or condition(s) of this Contract, including the grant requirements found in the Compliance Resource Manual or other documents incorporated by reference. In addition, the Commission shall have the option to request reimbursement of any funds already received by the Grantee or withhold any future funds in connection with this Contract or any portion thereof, if the Grantee fails to comply or abide by any covenant, assurance, pertinent attachment(s), term(s) or condition(s) of this Contract including the grant requirements found in the Compliance Resource Manual.

7.6.1. **Termination For Cause.** In addition to other provisions herein allowing termination, this Contract may be terminated under the following circumstances:

7.6.1.1. By either party if the other party fails to perform or comply with any covenant, term or condition of this Contract;

7.6.1.2. By the Commission, if the Grantee knowingly and intentionally submits falsified or fraudulent documents or reports or makes false representations, certifications or assurances relating to this Contract or causes or acquiesces in any person doing the same regarding any grant funds received under this Contract; or

- 7.6.1.3. This Contract may be terminated immediately by the Commission, when the life, health, welfare or safety of individuals served by or under the authority of the Grantee is endangered or could be endangered either directly or indirectly through the Grantee's intentional, willful or negligent discharge of its duties under this Contract. For purposes of this Contract, willful or negligent discharge of duties includes, but is not limited to, a finding or pattern of findings by the Commission of "Reason to Believe" in an abuse, neglect or exploitation investigation occurring in connection with a juvenile justice facility, juvenile justice program, or the provision of juvenile probation services.
- 7.6.2. **Termination Without Cause.** This Contract may be terminated by either party upon sixty (60) calendar days notice to the other party of its intent to terminate this Contract.
- 7.6.3. **Termination By Mutual Agreement.** The Commission and the Grantee may mutually agree to termination of this Contract at any time.
- 7.7. **Hold Harmless.**
- 7.7.1. **Grant Programs.** The Grantee shall be solely responsible for the safety and welfare of the juveniles participating in any program or service funded through the grants received by the Grantee under this Contract. The Grantee shall, to the extent allowed under the Constitution and the laws of this state, hold harmless the State of Texas, the Commission, its board members, employees and designees from any liability that results from the operation of any program funded in whole or in part with funds received under this Contract.
- 7.8. **Governing Law.** This Contract is being executed and delivered in the State of Texas. This Contract is intended to be performed in the State of Texas and the laws of Texas shall govern the validity, construction, enforcement and interpretation of this Contract. Prior to seeking a judicial review, the Grantee shall exhaust all administrative remedies including, but not limited to, those described under Section 7.9 below. Proper venue for any litigation arising from this Contract shall be in Travis County, Texas.
- 7.9. **Administrative Remedies.** The Grantee agrees that any dispute, controversy or claim arising out of or relating to unallowable expenditures under this Contract, whether during or after its term, shall be submitted to an administrative review before the Commission's Board. To initiate the process, the Grantor shall submit a written notice, in accordance with terms set forth herein, to the Commission's Executive Director or designee. Said notice shall specifically request a board review and state the nature of the dispute, controversy or claim. A copy of the notice shall be provided to all other members of the Commission's Board and the Grantee or designee otherwise entitled to notice under this Contract. A board review under this provision shall be a condition precedent to the filing of a contested case proceeding under the Administrative Procedure Act, Texas Government Chapter 2001. In the event the parties are unable to resolve the matter through the Commission's administrative review process, either party may then elect to resolve the dispute or claim as a contested case. This use of the administrative review process and/or a proceeding under the Administrative Procedure Act shall not be construed to adversely affect any right a party may have to a judicial review. Neither the execution of this Contract by the Grantor nor any other conduct of any other representative of the Commission relating to the Contract shall be considered a waiver of sovereign immunity to suit.

- 7.10. **Authority to Bind the Commission.** This Contract is not binding upon the Commission unless and until it has been executed by Vicki Spriggs, the Commission's Executive Director, or an authorized designee.
- 7.11. **Grantee's Authority.** The person or persons signing and executing this Contract on behalf of the Grantee, or representing themselves as signing and executing the Contract on behalf of the Grantee, guarantee that they have been fully authorized by the Grantee to execute the Contract on behalf of the Grantee and to validly and legally bind the Grantee to all the terms and provisions contained in this Contract. Evidence of this authority to contract is attached to this Contract as the *Juvenile Board Resolution*, Exhibit "A" that shall be adopted in compliance with the Texas Open Meetings Act as codified in Texas Government Code Chapter 551.
- 7.12. **Assignability.** No assignment of this Contract or the rights and obligations hereunder will be valid without the written consent of the non-assigning party.
- 7.13. **Amendments.** Any amendment to this Contract must be in writing and signed by the Commission and the Grantee to be valid and effective.
- 7.14. **Extension.** This Contract may not be extended beyond the period of appropriation.

*For the faithful performance of the terms of this Contract, the parties hereto in their capacities as stated, execute this Contract, affix their signatures and bind themselves.*

**THE STATE OF TEXAS, Acting By and Through The Texas Juvenile Probation Commission**

By: \_\_\_\_\_ Typed Name: Judy Garza-Ybarbo  
Title: Contract Administrator Date: \_\_\_\_\_

**GRANTEE, The Juvenile Board of «countyname» County**

By: \_\_\_\_\_ Typed Name: \_\_\_\_\_  
(Juvenile Board Chairperson)

Title: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Typed Name: \_\_\_\_\_  
(Chief Administrative Officer)

Title: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Typed Name: \_\_\_\_\_  
(Fiscal Officer)

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT "A"**  
**JUVENILE BOARD RESOLUTION**

STATE OF TEXAS

Know All Men By These Present

COUNTY OF «*countyname*»

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a duly called and lawfully convened meeting of the Juvenile Board of \_\_\_\_\_ County, Texas was held in the City of \_\_\_\_\_, pursuant to the Texas Open Meetings Act. A quorum of the Members was present, to wit:

**(Insert Names of Juvenile Board Members Present)**


where, among other matters, came up for consideration and adoption the following Resolution:

**Whereas**, the Texas Juvenile Probation Commission has made available and offered state financial assistance monies to assist local juvenile boards in the provision of juvenile probation services or the operation of a secure pre-adjudication detention facility, a short-term detention facility (i.e., holdover), a secure post-adjudication correctional facility, a non-secure residential treatment facility or a juvenile justice alternative education program or a juvenile justice program as defined in Texas Family Code Section 261.405; and

**Whereas**, the Juvenile Board of \_\_\_\_\_ County/Judicial District voluntarily wishes to participate in the aforementioned state financial assistance grants and agrees to the binding terms in this Contract, and all documents which have which has been incorporated into this Contract by reference; and

**Whereas**, the Juvenile Board believes that execution of the State Financial Assistance Contract for the 2010 - 2011 state biennium will further the interests of juvenile justice in this county and are in support of this resolution; and

**Whereas**, the Texas Juvenile Probation Commission has made available and offered state financial aid monies to assist local juvenile boards in the implementation of the Progressive Sanctions Model; and

**Whereas**, the 81st Texas Legislature has appropriated state financial aid monies for community-based diversionary placements, programs and services for juvenile offenders in order to reduce commitments to the Texas Youth Commission; and

**Therefore, Be It Resolved** that the Juvenile Board of \_\_\_\_\_ County/Judicial District, Texas does hereby formally authorize and approve execution of the State Financial Assistance Contract for the 2010 - 2011 state biennium with the Texas Juvenile Probation Commission.

**Further Be It Resolved** that the current Juvenile Board Chairman, \_\_\_\_\_ be, and is hereby, authorized to sign this Resolution and any amendments pertaining to the State Financial Assistance Contract that may be subsequently ratified as the act and deed of the Juvenile Board of \_\_\_\_\_ County/Judicial District.

The foregoing Resolution was lawfully moved by \_\_\_\_\_, duly seconded by \_\_\_\_\_, and duly adopted by the Juvenile Board on a vote of \_\_\_\_\_ members for the motion and \_\_\_\_\_ opposed.

\_\_\_\_\_  
Printed Name of Juvenile Board Chair

\_\_\_\_\_  
Signature of Juvenile Board Chair

\_\_\_\_\_  
Date Signed

EXHIBIT "A1"  
JUVENILE BOARD RESOLUTION  
(With Prior Chair Authorization)

STATE OF TEXAS

Know All Men By These Present

COUNTY OF «*countyname*»

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the following matter came up for consideration, approval and execution by \_\_\_\_\_, the Juvenile Board Chair on behalf of the Juvenile Board of «*countyname*» County/Judicial District.

**Whereas**, the Texas Juvenile Probation Commission has made available and offered state financial assistance monies to assist local juvenile boards in the provision of juvenile probation services or the operation of a secure pre-adjudication detention facility, a short-term detention facility (i.e., holdover), a secure post-adjudication correctional facility, a non-secure residential treatment facility or a juvenile justice alternative education program or a juvenile justice program as defined in Texas Family Code Section 261.405; and

**Whereas**, the Juvenile Board of \_\_\_\_\_ County/Judicial District voluntarily wishes to participate in the aforementioned state financial assistance grants and agrees to the binding terms in this Contract, and all documents which have which has been incorporated into this Contract by reference; and

**Whereas**, the Juvenile Board believes that execution of the State Financial Assistance Contract for the 2010 - 2011 state biennium will further the interests of juvenile justice in this county and are in support of this resolution; and

**Whereas**, the Texas Juvenile Probation Commission has made available and offered state financial aid monies to assist local juvenile boards in the implementation of the Progressive Sanctions Model; and

**Whereas**, the 81st Texas Legislature has appropriated state financial aid monies for community-based diversionary placements, programs and services for juvenile offenders in order to reduce commitments to the Texas Youth Commission; and

**Therefore, Be It Resolved** that the Juvenile Board of \_\_\_\_\_ County/Judicial District, Texas does hereby formally authorize and approve the execution of the State Financial Assistance Contract for the 2010 - 2011 state biennium with the Texas Juvenile Probation Commission.

**Further Be It Resolved** that the current Juvenile Board Chairman, \_\_\_\_\_ be, and is hereby, authorized to sign this Resolution and any amendments pertaining to the State Financial Assistance Contract that may be subsequently ratified as the act and deed of the Juvenile Board of \_\_\_\_\_ County/Judicial District.

The foregoing Resolution was lawfully and duly adopted by the Juvenile Board Chairman on behalf of the Juvenile Board of \_\_\_\_\_ County/Judicial District.

\_\_\_\_\_  
Printed Name of Juvenile Board Chair

\_\_\_\_\_  
Signature of Juvenile Board Chair

\_\_\_\_\_  
Date Signed