

**REQUEST FOR AGENDA PLACEMENT FORM**

**Submission Deadline - Tuesday, 12:00 PM before Court Dates**

SUBMITTED BY: Steve Gant

TODAY'S DATE: 8/25/2022

DEPARTMENT: Juvenile Services

SIGNATURE OF DEPARTMENT HEAD: 

REQUESTED AGENDA DATE: 9/12/2022

**SPECIFIC AGENDA WORDING:**

Consideration of Gulf Coast Trades Center Contract for Residential Services.

COMMISSIONERS COURT

SEP 12 2022

**Approved**

**PERSON(S) TO PRESENT ITEM:**

Cristy Malott

**SUPPORT MATERIAL:** (Must enclose supporting documentation)

**TIME:** 1 min

(Anticipated number of minutes needed to discuss item)

**ACTION ITEM:**

**WORKSHOP:**

**CONSENT:**

**EXECUTIVE:**

**STAFF NOTICE:**

**COUNTY ATTORNEY:**

**AUDITOR:**

**PERSONNEL:**

**BUDGET COORDINATOR:**

**IT DEPARTMENT:**

**PURCHASING DEPARTMENT:**

**PUBLIC WORKS:**

**OTHER:**

This Section to be completed by County Judge's Office

ASSIGNED AGENDA DATE: \_\_\_\_\_

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE:

\_\_\_\_\_  
COURT MEMBER APPROVAL:

\_\_\_\_\_  
DATE:

STATE OF TEXAS

§  
§  
§

COUNTY OF WALKER

**GULF COAST TRADES CENTER  
CONTRACT FOR RESIDENTIAL SERVICES  
Contract Term: September 1, 2022 – August 31, 2023**

The JOHNSON County Juvenile Services (collectively referred to as "Juvenile Services" and Gulf Coast Trades Center, Inc., 143 Forest Service Road #233, New Waverly, Texas 77358, hereinafter called the Service Agency, by this agreement and in consideration of the mutual promises set forth below, have agreed as follows:

I. SERVICES

Service Agency will provide the following services:

- A. Room
- B. Board
- C. Clothing, Personal Hygiene Items, Hair Cuts
- D. Supervision by Qualified Adults
- E. Casework Services
- F. Counseling Services
- G. Individualized Program Plan
- H. School
- I. Vocational Training

II. FEES

- A. For and in consideration of the above-mentioned services, the Juvenile Services agrees to pay the Service Agency:

**Facility \$235 per day**

- B. Recognizing that part of a client's rehabilitation program may include time away from the residential setting of the Service Agency prior to the client's re-entry in the community, and that the Service Agency must retain space for this client until his return, Juvenile Services will pay the Service Agency the above agreed upon amount for such regularly scheduled days away from the Service Agency or its program providing they do not exceed ten (10) days at any one time.
- C. If a client makes an unauthorized departure from the Service Agency, Juvenile Services shall be notified immediately. If the client returns to the Service Agency within ten (10) days, the Service Agency shall receive payment for those days the client was absent from the Service Agency, but not to exceed ten (10) days payment.
- D. The Service Agency is under no obligation to retain space for the client in unauthorized departure situations; however, every effort should be made to reconcile the incident to both parties' satisfaction.

- E. Payment is to be made monthly, or at the termination of the residential period of the client, if sooner. Claim for payment will be submitted by Service Agency no later than ten (10) days from the last day of the month for which payment is being requested.

### III. INDIVIDUAL CASE PLAN AND FAMILY INVOLVEMENT

- A. Each client placed with the Service Agency shall have a written Service Plan developed in concert with the youth and mutually agreed upon by the appropriate Service Agency staff and the assigned personnel. A copy of the Service Plan shall be sent to the assigned personnel no later than 45 Days after placement.
- B. The Service Plan shall contain the reasons why the placement will benefit the client; shall specify behavioral goals and objectives being sought for each client; shall state how the goals and objectives are to be achieved in the Service Agency placement; and shall state how, if at all, the parent(s), guardian(s), and where possible, grandparents or other extended family members will be involved in the Individual Program Plan to assist in preventing or controlling the juvenile's alleged delinquent behavior or alleged conduct indicating a need for supervision as defined in the Juvenile Justice Code.
- C. The Service Agency shall remain in contact via phone and electronic with assigned personnel staff regarding client's progress and provide a written report of progress upon request, but no less than one time per month.
- D. If a client in placement at the Service Agency makes an unauthorized departure, becomes seriously ill, or is involved in a disruptive incident, the Service Agency shall notify the client's probation officer or other probation staff within a twenty-four-hour period following the incident and ensure that parents, proper authorities, the Texas Department of Family & Protective Services, or the police are notified if appropriate. A written incident report and/or police report will be sent to the assigned probation officer no later than five (5) working days after the occurrence.
- E. Juvenile Services reserves the right to terminate the client's placement at the Service Agency at its discretion. The Service Agency will not release the client to any person other than Juvenile Services without the express consent of appropriate personnel.
- F. The Service Agency will obtain prior approval from appropriate personnel before the client's participation in any furloughs, home visits, or extended agency trips.
- G. Unless otherwise stipulated by Juvenile Services, the client may visit freely with parents and relatives at the Service Agency in accordance with established Service Agency policies, procedures, privileges and level system.

### IV. EXAMINATION OF PROGRAM AND RECORDS

- A. The Service Agency agrees that it will permit Juvenile Services to examine and evaluate its program of services provided under the terms of this Contract and to review Juvenile Services juvenile records. This examination and evaluation of the program will include unscheduled site visitations, observation of programs in operation, interviews and the administration of questionnaires to the staff of the Service Agency and the client when deemed necessary.
- B. The Service Agency agrees to maintain and make available for inspection, audit or reproduction by an authorized representative of Juvenile Services and the State of Texas, books, documents, and other evidence pertaining to the cost and expenses of this

Contract, hereinafter called the Records. Gulf Coast Trades Center utilizes Generally Accepted Accounting Principles in all its financial transactions.

- C. The Service Agency agrees to maintain these records for seven (7) years after the final payment or until the state-approved audit has been made and all questions there from are resolved.
- D. Service Agency understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the auditor or investigation, including providing all records requested. Service Agency will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.
- E. The Service Agency shall use Generally Accepted Accounting Principles (GAAP).
- F. Service Agency shall maintain strict confidentiality of all information and records relating to children involved in Juvenile Probation and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

#### V. GOALS, OUTPUTS, AND MEASURABLE OUTCOMES

- A. The Service Agency agrees to pursue the goals and values of the Juvenile Services through providing services to clients which enable client growth and development to the client's fullest potential. This development will be through provision of a safe, drug-free environment in which counseling services are utilized as tools for educational, emotional, and behavioral catharsis.
- B. The Service Agency shall provide the Juvenile Services, within ten working days, information which outlines the services provided to clients. These output measures may include, but are not limited to:
  - 1. Average length of stay of clients.
  - 2. Specific types of milieu implemented by the Service Agency.
  - 3. Average number of counseling hours provided each client daily, weekly, or monthly.
  - 4. Number and types of reporting measures.
- C. The Service Agency agrees to furnish Juvenile Services, within ten working days, annual indicators which express the effectiveness of the Service Agency in providing public benefit. These measurable outcomes may include:
  - 1. The percentage of clients successfully completing the program.
  - 2. The percentage of clients who are re-unified with family or guardians.
  - 3. The percentage of youth who were placed on jobs.

VI. DEFAULT

- A. Juvenile Services may by written notice of default to the Service Agency, terminate the whole or any part of this Contract in any one of the following circumstances.
1. If the Service Agency fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or
  2. If the Service Agency fails to perform any of the other provisions of this Contract, or so 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 for such extension as authorized by County Juvenile Services Department, in writing after receiving notice of default.

VII. LICENSING, REPRESENTATION AND WARRANTIES

- A. The Service Agency shall be licensed by the Texas Department of Protective and Regulatory Services for those programs which are under the licensing authority of the Texas Department of Protective and Regulatory Services.
- B. The Service Agency shall meet all other required licenses pertaining to health, fire and safety standards and shall provide copies of the most recent report to the county probation department upon request.
- C. Service Agency is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of service being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of JOHNSON, or any political subdivision thereof.

VIII. FEE ASSESSMENT

- A. Clients nor their families will be assessed fees for services by the Service Agency. This does not preclude reasonable attempts to seek voluntary contributions from families of County juveniles for donations of clothing, personal articles, and funds to assist in support of a client's rehabilitation.
- B. Under Section 231.006, Family Code, the Service Agency certifies that the individual or business entity named in this contract is not ineligible to receive the specific grant or payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- C. The Service Agency will adhere to all applicable state and federal laws and regulations pertinent to the contractor's provision of services.
- D. The Service Agency shall account separately for the receipt and expenditure of any and all funds, including those from the Texas Juvenile Justice Department received under this contract.
- E. Under Provision 4.11.2.4 from the Texas Juvenile Justice Department, payment for services rendered may be paid partly or wholly with Texas Juvenile Justice Department State Funds.

IX. TERMINATION

- A. This contract may be terminated without fault or cause by either party by giving at least ten (10) days written notice of the intention to terminate by certified mail, facsimile transmission, or personal delivery to the other party.

X. INDEMNITY AND HOLD HARMLESS

- A. Gulf Coast Trades Center shall indemnify and hold Juvenile Services harmless from and against any and all loss, claim damage liability fee or expense (including reasonable attorney fees) arising or alleged to arise from any act or omission of Contractor or any of its agents, servants, employees, and subcontractors. The foregoing indemnify shall survive the termination of this contract.

XI. MEDICAL

- A. Juvenile Services agrees that it shall be liable and responsible for the client's emergency medical and dental costs incurred during the client's stay at the Service Agency. Juvenile Services will not be liable for the client's non-emergency medical and dental costs of the Service Agency unless Service Agency seeks and obtains approval from Referral Agency prior to incurring such costs. The Service Agency agrees to notify the Juvenile Service of any unusual medical costs to be incurred. The Service Agency will accept Medicaid eligible clients. The Service Agency will apply for Texas Juvenile Services Commission Medicaid for each child entering the program when applicable. Juvenile Services may be responsible for all medical cost incurred for Non-Medicaid eligible clients.

XII. EQUAL OPPORTUNITY

- A. Services shall be provided by the Service Agency in full compliance with all civil rights laws and regulations, and that there shall be no discrimination of race color, creed, sex, national origin, religious preference, in performance of any and all duties outlined by this Agreement. All programs and services provided by the Service Agency under this Agreement shall be provided in accordance with Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C.2000 (d)), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 3 et seq.), Age Discrimination Act (42 U.S.C. 6101 et seq.) and all federal rules and regulations, state laws and executive orders as applicable.

XIII. TERM

- A. The initial term of this contract will begin on **September 1, 2022** and terminate on **August 31, 2023**. It shall be automatically renewed for one-year terms, thereafter, commencing September 1<sup>st</sup> and ending August 31<sup>st</sup>, unless one party notifies the other in writing, at least thirty (30) days prior to the expiration of said term, of its intention to not renew this Agreement.

XIV. PRISON RAPE ELIMINATION ACT (PREA)

- A. Service Agency shall comply with all federal, state, county, and city laws, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract, including the Prison Rape Elimination Act of 2003 (PREA) which establishes a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detection,

elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile offenders.

- B. Under PREA, Service Agency shall make available to the Chief Juvenile Services Officer all incident-based aggregated data reports for every allegation of sexual abuse at its facility or facilities, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30 [PREA §115.387 € and (f)].

XV. DUTY TO REPORT

- A. Service Agency agrees that all of its employees, volunteers and other individuals providing services to children will report and investigate any incident or allegation of abuse, neglect, exploitation, death other serious incident involving a child in its Facilities in accordance with Chapter 261, Texas Family Code and Title 37, Texas Administrative Code, Chapter 358, or successor provisions, and PREA.

Additionally, all incidents and allegations, including sexual abuse, serious physical abuse and death will be faxed or emailed to Juvenile Services within 24 hours of the initial report.

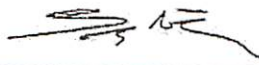
XVI. BOYCOTT

- A. Service Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is defined by Texas Government Code Section 808.001, effective September 1, 2017

XVII. VENUE

- A. Exclusive venue for any litigation arising from this agreement shall be in JOHNSON County, Texas.

**Gulf Coast Trades Center, Inc.**

  
\_\_\_\_\_  
Johnny Munoz  
Program Director

6/21/2022  
\_\_\_\_\_  
Date

**JOHNSON County Juvenile Services**

  
\_\_\_\_\_  
Authorized Official Signature

8-23-2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Authorized Official Signature

8-23-2022  
\_\_\_\_\_  
Date

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



# JOHNSON COUNTY JUVENILE CONTRACT TERMS ADDENDUM

---

This Addendum is a part of an Agreement made between Johnson County and **Gulf Coast Trades Center, Rite of Passage**, hereinafter known as SERVICE PROVIDER. The primary Agreement is identified as **Gulf Coast Trades Center Contract for Residential Services, Contract Term: September 1, 2022-August 31, 2023**. This Addendum is being incorporated into said Agreement for all purposes. "Johnson County" or "County" as used herein shall be deemed to include or mean Johnson County Juvenile Services where appropriate or where necessary to give meaning to the Agreement.

## **General Legal and Regulatory Compliance**

1. SERVICE PROVIDER shall **comply with all state and federal laws, regulations, standards, policies, procedures and administrative rules** applicable to SERVICE PROVIDER and provision of services.
2. SERVICE PROVIDER shall keep all applicable certifications, licenses, registrations or other necessary regulatory permits current. SERVICE PROVIDER shall provide the County with proof of current state license, certification, registration or other necessary regulatory permits, and similar documents. A copy of such documents should be delivered to Johnson County Juvenile Services and made a part of the service provider's file with the County upon execution of this contract. This requirement applies to any subcontractor who supplies or provides any subcontracted service under this contract. Additionally, proof of current licenses or certifications shall be provided on an annual basis, regardless of the dates of renewal or the dates of this contract.
3. SERVICE PROVIDER shall provide professional credentials and licensing of staff as applicable.
4. SERVICE PROVIDER shall notify the County within 7 days should any license be suspended or revoked.
5. SERVICE PROVIDER shall disclose any pending or initiated criminal or governmental investigations and results/findings related to SERVICE PROVIDER (e.g., FBI, DOJ, TJJD, etc.). This disclosure shall be made in writing and shall be made within 7 days of SERVICE PROVIDER becoming aware of such investigation.

## **Accounting, Reporting and Auditing Requirements**

6. The County will monitor the SERVICE PROVIDER and exercise reasonable care to enforce all terms and conditions of this contract. SERVICE PROVIDER agrees to fully cooperate in the monitoring process.
7. SERVICE PROVIDER understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. SERVICE PROVIDER further agrees to cooperate fully with the State Auditor's Office or successor in the conduct of such audit or investigation, including providing all records requested. SERVICE PROVIDER will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through SERVICE PROVIDER and the requirement to cooperate is included in any subcontract it awards.
8. SERVICE PROVIDER shall certify **eligibility to receive state funds** under Section 231.006 of the Texas Family Code regarding child support. Further in accordance with 231.006 of the Texas Family Code, no person who is the sole proprietor, a partner, a shareholder, or an owner of twenty-five (25%) or more of SERVICE PROVIDER is more than thirty (30) days delinquent in paying court ordered child support. Completion of TJJD-FIS-180 will satisfy this requirement. SERVICE



PROVIDER fully acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate. Further, by signing this Addendum, SERVICE PROVIDER states and certifies as follows:

"Under Section 231.006 of the Texas Family Code, the SERVICE PROVIDER certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

9. SERVICE PROVIDER shall be a **vendor in good standing** (i.e. not on "vendor hold") with the Texas Comptroller of Public Accounts, if applicable.
10. SERVICE PROVIDER agrees to the use of **Generally Accepted Accounting Principles (GAAP)**.
11. SERVICE PROVIDER is hereby notified that funds received in the provision of this contract may be in whole or in part funds issued by the State. SERVICE PROVIDER agrees to **account separately** for the receipt and expenditure of any and all funds paid to SERVICE PROVIDER by the County.
12. Payment shall be made pursuant to Chapter 2251 of the Texas Government Code.
  - 12A. Pursuant to Texas Government Code Section 2251.021, a payment by a governmental entity under a contract is overdue on the 31st day after the later of:
    - (1) the date the governmental entity receives the goods under the contract;
    - (2) the date the performance of the service under the contract is completed; or
    - (3) the date the governmental entity receives an invoice for the goods or service.
  - 12B. Pursuant to Texas Government Code Section 2251.025, a payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of:
    - (1) one percent; and
    - (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.
  - 12C. Interest on an overdue payment stops accruing on the date the governmental entity or vendor mails or electronically transmits the payment.
  - 12D. Payment of Interest by Political Subdivision shall be pursuant to Texas Government Code Section 2251.027:
    - (1) A political subdivision shall compute interest imposed on the political subdivision under this chapter.
    - (2) The political subdivision shall pay the interest at the time payment is made on the principal.
    - (3) The political subdivision shall submit the interest payment with the net amount due for the goods or service.
    - (4) The political subdivision may not require a vendor to petition, bill, or wait an additional day to receive the interest due.
    - (5) The political subdivision may not require a vendor or subcontractor to agree to waive the vendor's or subcontractor's right to interest under this chapter as a condition of the contract between the parties.
13. SERVICE PROVIDER shall retain all records for a minimum of **seven (7) years** following the closure of the most recent audit report or until any pending audits, and any outstanding litigation, audit, or claim has been resolved and all questions arising therefrom have been resolved and shall make available for inspection and/or monitoring by the County, Texas Juvenile Justice Department, or any state or federal agency authorized to inspect the same.

### **Clearly Defined Sanctions or Penalties for Contract Non-Compliance and Termination Provisions**

14. In the event of non-compliance or substandard compliance by SERVICE PROVIDER, **sanctions and penalties** may include, but are not limited to, the withholding, suspension, or reduction of payments, or termination of this Agreement. SERVICE PROVIDER may also become ineligible to enter into future agreements with the County.
15. **Termination** of this Agreement may occur according to the following provisions: upon thirty (30) days' written notice by either party to the other party; at any time by mutual agreement in a writing signed by both parties; or upon **expenditure of available funds**.
16. This Agreement will be governed by and construed according to the laws of the State of Texas. **Venue** for any action or claim arising out of the Agreement shall be Johnson County, Texas. Any action brought in Federal Court shall be brought in the Northern District of Texas, Dallas Division.

### **Prison Rape Elimination Act (Residential only)**

17. SERVICE PROVIDER shall adopt and comply with all federal, state, county and city laws, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this contract, including the Prison Rape Elimination Act of 2003 (PREA) which establishes a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detention, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile offenders.
18. SERVICE PROVIDER shall make available to the Chief Juvenile Probation Officer all incident-based aggregated data reports for every allegation of sexual abuse at its facility or facilities, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30 [PREA Section 115.387(e) and (f)].
19. SERVICE PROVIDER shall be responsible for the financial cost associated with any PREA audit.

### **Miscellaneous Provisions**

20. **Open Records:** To the extent, if any, that any provision in this Agreement is in conflict with Texas Government Code Section §552.001 *et seq.*, as amended (the "Open Records Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Johnson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Open Records Act.
21. **Limitation on the Right to Bring Action:** The laws of the State of Texas, Texas Civil Practice and Remedies Code, Section 16.070, as amended shall govern limitations for the right of SERVICE PROVIDER to bring an action, regardless of form, thus any provision to the contrary is void.
22. **Claim for Future Revenue:** Under Texas Law, a contract with a governmental entity that contains a claim against future revenues is void, thus any provision to the contrary is void.
23. **Indemnification:** The parties agree that under the Constitution and laws of the State of Texas, Johnson County cannot enter into an Agreement whereby Johnson County agrees to indemnify or hold harmless any other party; therefore, all references of any kind to Johnson County indemnifying, holding or saving harmless for any reason whatsoever are hereby deleted.
24. **Affirmative Action:** SERVICE PROVIDER will take affirmative action to ensure any and all applicants are employed and treated during employment without regard to their race, religion, color, sex, national origin, age or handicap.

- 25. Workplace Guidelines and Confidentiality:** SERVICE PROVIDER agrees that it shall adopt and implement work place guidelines concerning persons with AIDS and HIV infection and shall also develop and implement guidelines regarding confidentiality of AIDS and HIV related medical information for employees, clients, staff and residents.
- 26. No Person or Pecuniary Interest:** No officer, member or employee of Johnson County, and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions 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/her personal interest, have any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.
- 27. No Discrimination:** SERVICE PROVIDER certifies compliance with all terms, provisions, and requirements of Titles VI and VII, Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and any other Federal, State, local or other anti-discriminatory act, law, statute, or regulation, in the performance of this contract, and will not discriminate against any child or youth, client, employee or applicant for employment because of race, creed, religion, age, sex, color, national or ethnic origin, handicap, or any other illegal discriminatory basis or criteria.
- 28. No Subpoena Required for Testimony:** Upon reasonable request from Johnson County Juvenile Services or the Johnson County Attorney's Office, service provider's employees and agents who have contact with juveniles and their families or who provide program services shall testify in court and shall NOT require a subpoena or fail to testify based upon lack of a subpoena, or residing, working, or otherwise being beyond the range of a subpoena.
- 29. Will Not Boycott Israel or do Business with Certain Terrorist Nations:** SERVICE PROVIDER verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is as defined by Texas Government Code Section 808.001, effective September 1, 2017. SERVICE PROVIDER further verifies that it is not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.
- 30. Will Not Discriminate Against Firearm Entity:** SERVICE PROVIDER verifies that it complies with Texas Government Code Chapter 2274 and further verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and, will not discriminate during the term of the contract against a firearm entity or firearm trade association.
- 31. Will Not Boycott Energy Companies:** SERVICE PROVIDER verifies that it complies with Texas Government Code Chapter 2274 and further verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract.
- In this provision:
- (1) "Boycott energy company" has the meaning assigned by Section 809.001.
  - (2) "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.
  - (3) "Governmental entity" has the meaning assigned by Section 2251.001.
- 32. Conflict of Provisions or Documents:** In the event of any conflict between the terms and provisions of this Addendum and the terms and provisions of those contractual provisions tendered to Johnson County in the Agreement, this Addendum shall control and amend the contractual provisions of the Agreement and any provision to the contrary is hereby deleted. The terms of this Addendum shall be fully operative and have priority over all other documents and terms and any term to the contrary in other documents put forth by SERVICE PROVIDER is hereby deleted.


In the event of any conflict between either the terms and provisions of this Addendum and the terms and provisions of those contractual provisions tendered to Johnson County, this Addendum shall control.

APPROVED AS TO FORM AND CONTENT:

  
Johnson County Judge


9-12-22  
Date

Attest:


  
Johnson County Clerk,  
Becky Ivey or Deputy County Clerk



9-12-22  
Date

  
Johnson County Juvenile Board Chairman

8/23/2022  
Date

  
Rusty Alexander, Business Managing Director  
Gulf Coast Trades Center

8/18/22  
Date