

AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: August 15, 2025
Meeting Date: August 25, 2025
Submitted By: Steve Gant
Department: Juvenile Services
Signature of Elected Official/Department Head:
Steve Gant

Court Decision:
This section to be completed by County Judge's Office



Description:
Consideration and Approval of Grayson County Juvenile Services Agreement for Post-Adjudication Secure Correctional Services and Pre-Adjudication Detention Services

(May attach additional sheets if necessary)

Person to Present: Steve Gant
(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) PUBLIC CONFIDENTIAL
(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: _____ minutes

Session Requested: (check one)
 Action Item Consent Workshop Executive Other _____

Check All Departments That Have Been Notified:
 County Attorney IT Purchasing Auditor
 Personnel Public Works Facilities Management

Other Department/Official (list) _____

Please List All External Persons Who Need a Copy of Signed Documents In Your Submission Email

**GRAYSON COUNTY JUVENILE SERVICES
JUVENILE SERVICES AGREEMENT**

**Post-Adjudication Secure Correctional Services
&
Pre-Adjudication Detention Services**

This Juvenile Services Agreement (herein after referred to as "Agreement") is entered into by and between Grayson County, Texas acting through the Grayson County Juvenile Board, by its duly authorized Chair, or its representative, (hereinafter referred to as "Grayson County" and Johnson County in Texas, acting through its Juvenile Board's duly authorized Chair, or its representative, (hereinafter referred to as "Placing County"). This Agreement replaces any previous agreement entered into by these parties for these same services.

ARTICLE 1—OPERATIONAL AUTHORITY AND PURPOSE

- 1.1 Grayson County owns and operates a pre-adjudication detention facility identified as the Cooke, Fannin, and Grayson County Detention Facility and a post-adjudication secure correctional facility identified as The Grayson Post (hereinafter referred to collective as Facility). Both facilities are located at 86 Dyess, Denison, TX 75020.
- 1.2 Grayson County ensures that the facilities have been inspected and certified as being suitable for pre- and post-adjudication of juveniles by the Grayson County Juvenile Board.
- 1.3 Grayson County further ensures the facilities meet all applicable standards under Part 11, Texas Administrative Code Title 37, and is registered and monitored by the Texas Juvenile Justice Department ("TJJD"). Grayson County will provide a copy of its registration and certification, upon request.
- 1.4 The purpose of this Agreement is to make the pre-adjudication detention facility and/or post-adjudication secure correctional facility of Grayson County available to the Juvenile Probation Department of Placing County with its need of a pre-adjudication detention facility and/or post-adjudication secure correctional facility in order to carry out the Texas Family Code, Title 3, Juvenile Justice Code, for services for juvenile age children (hereinafter referred to as juvenile).

ARTICLE 2—TERM

- 2.1 The term of this Agreement will commence on September 1, 2025 and end on August 31, 2026.

- 2.2 Notwithstanding Article 2.1, the terms of this Agreement- shall be extended, in the absence of a new agreement, until any juvenile of the Placing County has been returned to the Placing County.

ARTICLE 3—PLACEMENT OF JUVENILE

Pre-Adjudication

- 3.1 Contact Prior to Transport. If Placing County needs to place a juvenile in the pre-adjudication detention facility or post-adjudication secure correctional facility of Grayson County, Placing County will contact the appropriate facility prior to transporting a juvenile to the facility.

Grayson County Pre-Adjudication 903-786-6326 x 3210

- 3.2 Placement can be denied if space is not available, or as may be determined by the appropriate Facility Administrator.

Post-Adjudication

- 3.3 Request to Review. In order for a juvenile to be considered for placement, the requesting county shall send a current psychological evaluation and any other pertinent information regarding the juvenile to the appropriate Facility Administrator.
- 3.4 Written Approval or Denial. Grayson County will provide written documentation of acceptance or denial. Placing County will ensure they have received an acceptance letter and provided all necessary documentation prior to transporting the juvenile to Grayson County. The juvenile may be denied if the juvenile is found not to be suitable for placement in the program and/or space limitations do not permit such placement as may be determined in the sole judgement of the appropriate Facility Administrator.
- 3.5 Community Activities. It is agreed by the parties hereto that juveniles placed in Facility under the proper order of a court exercising juvenile jurisdiction in Placing County shall remain detained therein except that the staff the Facility may have the juvenile participate in community activities. The Placing County Juvenile Department may also coordinate with the Facility to have the juvenile participate in community activities.

Applicable to both Pre- and Post-Adjudication Programs

- 3.6 Adhere to State and Federal Law. Juveniles who are adjudicated in accordance with the Texas Family Code, Title 3, Juvenile Justice Code, shall be admitted to the Facility only under authority of the Juvenile Court of Johnson County or its designated official. A copy of the Detention and/or Adjudication and Disposition Order, as applicable to either pre- or post- adjudication programs, must be

delivered to the Facility prior to or contemporaneous with the juvenile's admission. No juvenile admitted to the Facility under this agreement shall be detained in violation of any state or federal law. The Facility hereby notifies Johnson County and its officials, agents and employees, that the Facility fully complies with the mandates of the Federal Juvenile Justice and Delinquency Prevention Act of 1974, as amended 1977, 1980, 1984, and most recently the Juvenile Justice Reform Act of 2018 in regard to the detention of status offenders, which is "a juvenile who is charged with or who has committed an offense that would not be criminal if committed by an adult". No juvenile will be admitted or detained in the Facility if the detention is based solely on that juvenile being a status offender.

- 3.7 Transportation. The Placing County is solely responsible for the transportation of any juvenile placed at the Facility unless prior agreements are made with the Facility.
- 3.8 Expectations of Conduct. Each juvenile placed in either facility shall be required to follow the rules and regulations of conduct as determined by the administrator and staff of the Facility.
- 3.9 Administrative Removal from Program. If a juvenile is accepted by the Facility and such juvenile thereafter, is found to be, in the sole judgement of the Grayson County Facility Administrator, mentally unfit, dangerous, or unmanageable and/or whose mental or physical condition could or might endanger other occupants, including but not limited to the staff or other juveniles of the Facility, the administrator shall, upon notification to the County Juvenile Court Judge or designated juvenile officer, have said juvenile immediately removed and transported from the Facility as arranged by the Placing County. If County fails to remove such juvenile within 24 hours of said notification, the Facility shall transport said juvenile to County Juvenile Court Judge or designated juvenile official and County shall reimburse the Facility at the rate of \$25.00 per hour of time spent in transport, including but not limited to the return trip and actual time spent in County plus mileage at the highest current rate allowed under Texas state law for reimbursement to state employees.
- 3.10 Authority over Juvenile. It is expressly understood and agreed by the parties that the Juvenile Court of Grayson County, Texas, shall not exercise any direct authority over a juvenile placed by County pursuant to this agreement.
- 3.11 Program Management. It is agreed by the parties hereto that nothing in this contract shall be construed to permit the referring County, its agents, officials or employees in any way to manage, control, direct or instruct the Cooke, Fannin and Grayson County Juvenile Detention Facility, and the Grayson County Post-Adjudication Facility, its agents, officials or employees in any manner respecting any of their work, duties or functions pertaining to the maintenance and operation of the Facility.

ARTICLE 4—SERVICES

Applicable to all programs

- 4.1 Safe Environment. Grayson County will provide a safe environment to all juveniles and staff by adhering to all applicable standards set forth by the TJJJ for operation of pre- and post- adjudication facilities and the Prison Rape Elimination Act (PREA) guidelines.
- 4.2 Placement. Grayson County will provide pre-adjudication detention services and secure post-adjudication correctional treatment services to juveniles referred by Placing County and accepted by Grayson County. Placing County is under no obligation to refer juveniles to Grayson County, and Grayson County is under no obligation to accept juveniles.
- 4.3 Ratios. Facilities will follow a staff-to-juvenile ratio as governed by TJJJ standards and PREA guidelines.
- 4.4 Education. Within the limits of state and federal law, Grayson County will provide each juvenile with a free and appropriate public education. Each juvenile will attend academic classes assigned through the Sherman Independent School District.
- 4.5 Supervision. All juveniles will receive appropriate levels of supervision.
- 4.6 Release. Grayson County adheres to procedures that ensure a juvenile is not released to any person or agency other than specified by the Placing County.
- 4.7 Contact Expectation. It is the expectation of Grayson County that the Placing County will make contact every other week for juveniles in the pre-adjudication detention facility, and at least one monthly for juveniles in the post-adjudication secure correctional facility.

In addition to the above, Post-Adjudication juveniles will receive the following:

- 4.8 Treatment. All juveniles will receive a treatment protocol that has been prescribed by the psychological evaluation or mental health evaluation of the juvenile.
- 4.9 Trauma Informed Specific Services for Post-Adjudication. Each juvenile shall receive specialized trauma informed services, as indicated in substance abuse, behavioral health and/or sexual offending behaviors or as assigned. This will include formalized behavior programs and therapeutic interventions implemented by professional and/or paraprofessional staff under direct supervision of professional staff. Placing County will assist Grayson County in contacting the parent/s/ for participation in treatment.
- 4.10 Case Management. Each juvenile will receive case management services, including but not limited to: an individualized case plan, treatment plan, treatment/case

management team coordination, and family and post-placement planning developed by appropriate facility staff in concert with the juvenile, parent and/or sending Juvenile Probation Officer.

- 4.11 Physical Training. Each juvenile in the post-adjudication secure correctional facility will receive a highly structured and supervised physical training program.
- 4.12 Level of Case Services. A juvenile's level of care must be agreed upon between Grayson County and the Placing County. The Placing County may, at any time, inspect Grayson County's records and interview both the juvenile and employees of the Grayson County Department of Juvenile Services to determine if a juvenile is receiving services in line with the level of care.
- 4.13 Additional Services. Grayson County will provide to a juvenile from Placing County any additional amenities and services not included in the level of care services that are provided to all juveniles placed in either Facility.
- 4.14 Progress Reports. Grayson County will provide monthly Progress Reports indicating each juvenile's progress and any issues that Grayson County feels may hinder a juvenile's ability to complete the program.

ARTICLE 5—PRIVATE SERVICE PROVIDERS

- 5.1 Private Service Providers. In any contract with a private service provider providing services to the juveniles under this contract, Grayson County will require, in accordance with Texas Human Resource Code, Sec. 221.051, that such contract include, (1) clearly defined contract goals, outputs, and measurable outcomes that relate directly to program objectives; (2) clearly defined sanctions or penalties for failure to comply with or perform contract terms or conditions; and (3) clearly specified account, reporting, and auditing requirements applicable to money received under the contract.

ARTICLE 6—MEDICAL, DENTAL, OR PSYCHOLOGICAL TREATMENT

- 6.1 Emergency Medical, Dental or Psychological treatment. Grayson County and Placing County agree that if an emergency examination, hospitalization, and/or treatment outside the facility is required, the administrator or designee of the Facility is authorized to secure necessary emergency services at the expense of the Placing County.
- 6.2 Payment for Treatment. The Placing County agrees to promptly pay for any and all emergency examination, hospitalization, and/or psychological treatment for a juvenile placed in Facility.
- 6.3 Indemnification for Treatment. Placing County agrees, subject to the Texas Tort Claims Act, to indemnify and hold harmless the Facility, Grayson County, its officials,

and employees, for any liability or for charges incurred for the emergency medical examination, hospitalization, and/or psychological treatment for a juvenile placed in the Facility.

6.4 Notification. The Facility Administrator, or designee, shall notify Placing County of such an emergency within twenty-four (24) hours of its occurrence, or as soon thereafter as practical, but in no event later than three (3) working days.

6.5 Required Consent Form. Placing County agrees to provide Grayson County with a signed medical and medication authorization form for each juvenile. This form is required to be signed by a parent or legal guardian of the juvenile.

ARTICLE 7—REPORTING, ABUSE, NEGLECT AND EXPLOITATION

7.1 Duty to Report. Grayson County and all of its employees, volunteers, or other individuals acting under the auspices of Grayson County, will report any incident or allegation of any incident of abuse, neglect, exploitation, death, or other serious incident involving a juvenile as required by TJJJ Standards. Grayson County will immediately notify the juvenile's Juvenile Probation Officer of any incident of serious abuse, neglect, exploitation, death, or other serious incident involving any juvenile from Placing County at the Facility.

7.2 Emergency Notification. Grayson County will notify, within 3 hours, a juvenile's parent, legal guardian, or custodian, and the juvenile's Probation Officer if a juvenile in placement makes an unauthorized departure, becomes seriously ill, or is involved in a serious accident.

ARTICLE 8—PREA

8.1 Federal Prison Rape Elimination Act of 2003 (28 C.F.R. Part 115). Grayson County adopts and complies with PREA. PREA establishes a zero-tolerance standard against sexual assault and sexual harassment of incarcerated person, including juveniles, and addresses the detection, prevention, elimination, and reporting of sexual assault in facilities.

ARTICLE 9—EXAMINATION OF PROGRAM AND RECORDS

9.1 County to Examine and Evaluate. Grayson County agrees that the Placing County may examine and evaluate its program of services provided under the terms of this contract and review the Facility records relating to their juveniles. This examination, evaluation, and review may include unscheduled site visitations, observation of programs in operation, interviews, and the administration of questionnaires to the staff of the Facility and the juvenile.

9.2 Records. The Facility agrees to maintain, and make available for inspection, audit, monitoring, or reproduction; books, documents and other evidence pertaining to the

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Facility's performance records, by an authorized representative of Placing County and/or the State of Texas.

- 9.3 **Record Retention.** The Facility agrees to maintain Records for seven (7) years after final payment or until the State-approved audit has been made and all questions therefrom are resolved.

ARTICLE 10—COMPENSATION

- 10.1 **Per Diem Rate.** For an in consideration of the above-mentioned services, County agrees to pay Grayson County the per diem rate set forth below.

Pre-Adjudication daily rate	\$200.00
Post-Adjudication daily rate	\$300.00
County Placements Specialized Post-Adjudication: Behavioral Health, Sex Offending, and Substance Use	

It is agreed that the current rates may be reviewed and revised (up and down) to meet operational costs. If such a change occurs, Grayson County will notify Placing County 30 days in advance of the change.

- 10.2 **Additional Cost.** Placing County will reimburse Grayson County for any additional expenses for medical, dental, psychological, medications and/or other related costs as needed. Services, which are not directly addressed by this agreement, must be submitted for approval for reimbursement from Placing County. Placing County understands that a juvenile placed in a secure correctional facility is no longer eligible to receive Medicaid, therefore, Medicaid cannot be charged for the medical, dental, and psychological or medication needs of a juvenile.
- 10.3 **Placing.** County agrees to pay Grayson County the monthly contract rate from current revenues.
- 10.4 **Grayson County shall submit;** to the Placing County, an invoice for payment of the per diem rate and any additional cost within ten (10) days after the end of each month. Grayson County will send the invoice electronically, unless other arrangements have been requested.

County agrees to submit payment to:

Grayson County Juvenile Services
C/O Grayson County Treasurer's Office

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100 W. Houston St. Ste. A-2-2
Sherman, TX 75090

OR

Electronic payments can be set up by contacting the Grayson County Treasurer's Office.

10.5 All payments are due within thirty (30) days after receipt of the invoice.

ARTICLE 11—ACCOUNTING, REPORTING, & AUDITING

- 11.1 Eligible to Receive State Funds. Pursuant to Texas Family Code § 231.006, Grayson County certifies that it is eligible to receive payment for services under this Agreement. Grayson County acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- 11.2 Acceptance of State Funds. Grayson County understands that acceptance of state funds under this Agreement 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. Grayson County further agrees to cooperate fully with the State Auditor's Office, or its successor, in the conduct of the audit or investigation, including providing all records requested. Grayson County will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate are included in any subcontract or arrangement Grayson County enters into.
- 11.3 Generally Accepted Accounting Principles ("G.A.A.P"). Grayson County acknowledges that state funds may be used to pay for services rendered to under this Agreement. For this reason, Grayson County will account separately for the receipt and expenditure of all funds received from Juvenile Probation, and will adhere to G.A.A.P. in the accounting, reporting and auditing of such funds.

ARTICLE 12—REPRESENTATIONS

- 12.1 Authority to Contract. The undersigned officer and/or agents of the parties hereto are the property authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.
- 12.2 Qualified to do Business. Grayson County states that it 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 services 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 Grayson, or any political subdivision thereof.

- 12.3 Legal Compliance. Grayson County will adhere to 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 Agreement.
- 12.4 Notice of Suit. Grayson County will notify Placing County Juvenile Probation within five (5) days of receiving notice if any of Grayson County's employees, volunteers, and other individuals, acting under the auspices of Grayson County, is named as a party in a civil lawsuit or criminal proceeding if the lawsuit relates to services provided under this Agreement.
- 12.5 Health & Safety of Youth. Grayson County will ensure that all its programs, services, and facilities provide adequate health and safety protections, procedures, and policies for all youth being served.
- 12.6 Confidentiality. Grayson County will maintain strict confidentiality of all information and records relating to all juveniles and will not disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.
- 12.7 Judicial Proceedings or Hearings. Grayson County will cooperate with and testify in any formal, informal, administrative, or judicial proceeding or hearing regarding any matter that Placing County Juvenile Probation considers necessary for the investigation of abuse, neglect, or exploitation allegations, complaints, financial and programmatic audits, or any other matter under its authority. Compliance with this provision is not intended as, nor does constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.
- 12.8 Equal Opportunity. Grayson County will respect and protect civil and legal rights of all juveniles and their parents. Grayson County will not unlawfully discriminate against any employee, prospective employee, or juvenile, parent/legal guardian/custodian on the basis of age, race, color, sex, religion, disability, national origin, or other legally protect categories, classes, or characteristics.
- 12.9 Officials Not to Benefit. No official, member, or employee of Grayson County or Placing County, and no member of their governmental bodies, and no other public officials of the Grayson County Juvenile Board or the Placing County Juvenile Board who exercise 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 or her personal interest and shall not 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 Juvenile Commissioner, or official of the State of Texas shall be allowed any share or part of this contract, or any benefit that may arise therefrom.

The Grayson County Juvenile Board agrees to insert this clause OFFICIALS NOT TO BENEFIT into all subcontracts entered into in the performance of the work assigned by this agreement.

ARTICLE 13—MISCELLANEOUS

- 13.1 Texas Tort Claims Act. Placing County and Grayson County acknowledge that they are political subdivisions of the State of Texas and that they are subject to and will comply with the applicable provisions of the Texas Tort Claims Act, as set out in the Texas Civil Practice and Remedies Code, Section 1001.001, et. Seq. and the remedies authorized therein regarding claims or causes of actions that may be asserted by third parties for accident, injury or death.
- 13.2 Waiver of Subrogation. Grayson County expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against County Juvenile Probation of Placing County. Grayson County also waives any rights it may have to indemnification from County Juvenile Probation of Placing County.
- 13.3 Agreements Superseded. This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.
- 13.4 Amendments. No amendment, modification, or alteration of the terms hereof will be binding unless the same be in writing, be dated on the same date or subsequent to the date hereof, and be duly executed by the parties hereof.
- 13.5 Validity. In the event any one or more of the provisions contained the this Agreement is, for any reason, found to be invalid, illegal, or unenforceable in any respect, such invalid, illegal, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.
- 13.6 Law & Venue. The laws of the State of Texas shall govern this agreement and venue of any dispute or matter arising under this agreement shall be in Grayson County, Texas.
- 13.7 Boycott Israel. Grayson County has not, and will not boycott Israel during the term of this Agreement. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a

person or entity doing business in Israel or in an Israeli controlled territory, but does not include an action made for ordinary business purposes.

- 13.8 Foreign Terrorist Organizations. Grayson County affirms that it is not engaged in business with Iran, Sudan, or foreign terrorist organizations or is listed on the Comptrollers list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization under Government Code 2252, Subchapter F.

ARTICLE 14—DEFAULT

- 14.1 Either party to this Agreement may, by written notice of default to the defaulting party's Juvenile Board Chair, through certified mail return receipt requested, terminate in whole this agreement prior to the end of the term if the defaulting party fails to perform any provisions called for by this agreement.

The defaulting party shall have the right to cure such default within ten (10) days' notice of such failure or as extended by written authorization of the non-defaulting party.

ARTICLE 15—SANCTIONS & PENALTIES

- 15.1 Grayson County acknowledges that a default or an event of default as defined in Article 14 herein may result in payment being withheld or permanently suspended in whole or in part, and that Grayson County may become ineligible to enter into future agreements with Placing County.

ARTICLE 16—TERMINATION

- 16.1 Notwithstanding any other provision in this Agreement, either Grayson County or Placing County may terminate the Agreement by notifying the other party in writing at the addresses specified herein for delivery of notices, by certified mail, with return receipt requested or by personal delivery at said addresses of the terminative party's intention to terminate the Agreement thirty (30) calendar days after receipt of the notice. At the end of the 30-day period, this Agreement shall terminate and become null and void and be of no further force or effect.
- 16.2 After receipt of notice of termination, County shall remove all juveniles placed in the facilities on or before the termination date. No juvenile shall be accepted by either facility after receipt of said notice.

ARTICLE 17—NOTICES

- 17.1 Except as expressly provided herein, any notice required or permitted to be given under this Agreement shall be in writing and delivered in person or by registered or certified mail, return receipt requested, to the individual at the address below.

Residential Service Agreement with Johnson County

To Grayson County: Grayson County Juvenile Services
ATTN: Greg Sumpter, Chief Juvenile Probation Officer
86 Dyess
Denison, TX 75020

To: Johnson County Juvenile Department
ATTN: E Peveto
1102 E. KILPATRICK, SUITE C
CLEBURNE TX 76031

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

ARTICLE 19—EXECUTION

Each person signing this Agreement warrants that he or she has power and authority to bind the party for which he or she signs to all of the terms and conditions of this Agreement.

Residential Service Agreement with Johnson County

ON July 30, 2025 FULLY EXECUTED IN DUPLICATE WHICH MAY BE ELECTRONIC,
EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL

[Signature]
Johnson County

[Signature]
Grayson County

[Signature]
Authorized Signatory
Title Chairman of Johnson County
Juvenile Board

Authorized Signatory
Title

APPROVED AS TO LEGAL FORM:

Kyle V. Mitchell
Grayson County Assistant Criminal District Attorney

APPROVED AS TO FORM AND CONTENT for JOHNSON COUNTY:
[Signature] 8-25-25
Christopher Boedecker Date
Johnson County Judge

Attest:
[Signature]
Johnson County Clerk,
April Long or Deputy County Clerk



8-25-25
Date