AGENDA ITEM
CA28

AGENDA PLACEMENT FORM

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

Date: May 26, 2026

Meeting Date: June 8, 2026

Submitted By: Steve Gant

Department: Juvenile Services

Signature of Elected Official/Department Head:

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

Johnson County APPROVED Commissioners Court

6.08.2026

Description:

Consideration and Approval of Non-Residential Service Contract with Lena Pope Home, Inc. and Addendum "A" Juvenile Contract Terms Addendum

(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

Approved in CC on 9/11/2023

State of Texas
County of Johnson

Non-Residential Services Contract

This contract is by and between Johnson County, hereinafter referred to as "County", and Lena Pope Home, Inc, hereinafter referred to as SERVICE PROVIDER. This contract in its content and purpose is to satisfy the Texas Juvenile Justice Department (TJJD) requirement set forth in the Private Service Provider Contract Requirement Summary [TJJD-FIS-324]. It is understood by all parties that payment obligations created by this contract are conditioned upon the availability of County, State and Federal funds appropriated or allocated for the payment of such obligations.

Description of Services and Required Outputs

The SERVICE PROVIDER shall provide evaluations/assessments, and individual, Family, and/or Group Counseling Sessions on an as needed basis as requested by Johnson County Juvenile Services.

The SERVICE PROVIDER shall provide evaluation/assessment results, attendance records, and documentation of progress toward treatment goals in a timely manner for each participant.

Contract Effective Dates

The term of this contract shall commence on **August 1, 2026, and end July 31, 2027.** It shall be automatically renewed for one-year terms thereafter 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 contract. This renewal and extension is subject to the availability of funds for the contract year and to the allocation of funds to meet the terms of this contract. This contract need not be specifically identified in the budget or budget process. Upon renewal and extension of this contract, all dates set forth herein shall be deemed modified as necessary to reflect the new and extended term of the contract.

The amount of payment may be modified by a written amendment agreed to by SERVICE PROVIDER and by the Director of Juvenile Services on an annual basis, subject to the approval of the Johnson County Juvenile Board. Such modification of the payments due for services to be performed pursuant to a contract renewal shall be in writing and shall coincide with the annual renewal and extension of the contract.

General Legal and Regulatory Compliance

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.

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.

SERVICE PROVIDER shall provide professional credentials and licensing of staff as applicable.

SERVICE PROVIDER shall notify the County within 7 days should any license be suspended or revoked.

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

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.

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.

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."

SERVICE PROVIDER shall be a **vendor in good standing** [i.e. not on "vendor hold"] with the Texas Comptroller of Public Accounts, if applicable.

SERVICE PROVIDER agrees to the use of **Generally Accepted Accounting Principles** (GAAP).

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.

SERVICE PROVIDER shall adhere to the following detailed billing process:

Payment for services will be made as follows:

- SERVICE PROVIDER will bill at a weekly rate of $177.83 per youth/family not to exceed a total of $4,090.09 per case, unless pre-approved by the department.

Payment for additional programming or counseling services to be provided by Lena Pope Home, Inc. at the request of Juvenile Services will be at a rate negotiated and approved by the Director of Juvenile Services for such services prior to the provision of services or incurring of costs for services. The rates for such services shall be at a rate that does not exceed the standard rate in the industry for such services in the Central or North Central area of Texas. No services shall be requested or costs incurred unless sufficient funds are budgeted or allocated to pay for such services.

Billing for the above shall consist of a statement of the specific services. Billing should be submitted by the 10th of the month following services rendered. All written attendance and progress notes must be received prior to payment for services. Invoices for payment should be delivered to:

Johnson County Juvenile Services
Attn: Ellen Peveto
1102 E. Kilpatrick, Suite C
Cleburne, TX 76031
817-556-6880
juvbilling@johnsoncountytx.org

Once billing is received and reviewed for accuracy, the billing will be submitted to the County Auditor for payment. Once received by the County Auditor, billing will be submitted to the next available Commissioner's Court with payment made upon approval.

Payment shall be made pursuant to Chapter 2251 of the Texas Government Code.

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.

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.

Interest on an overdue payment stops accruing on the date the governmental entity or vendor mails or electronically transmits the payment.

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.

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

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 contract. SERVICE PROVIDER may also become ineligible to enter into future agreements with the County.

Termination of this contract 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**.

This contract 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 contract shall be Johnson County, Texas. Any action brought in Federal Court shall be brought in the Northern District of Texas, Dallas Division.

Miscellaneous Provisions

Open Records: To the extent, if any, that any provision in this contract 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.

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.

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.

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.

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.

Workplace Guidelines and Confidentiality: SERVICE PROVIDER agrees that it shall adopt and implement workplace 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 juvenile referrals from the County.

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.

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 ethical origin, handicap, or any other illegal discriminatory basis or criteria.

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.

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.

This contract shall automatically terminate on the contract expiration date except as set forth in the automatic renewal provision or upon depletion of funding. All services billed hereunder must be rendered within the contract period.

Signature Page (Juvenile Contract for Service Provider)

5-13-26
Steve Gant
Director of Juvenile Services — Date

5-18-26
Steve McClure
Chairman of the Juvenile Board — Date

6-8-26
Christopher Boedecker
Johnson County Judge — Date

Attest:
6-8-26
Johnson County Clerk,
April Long or Deputy County Clerk — Date

COMMISSIONERS COURT JOHNSON COUNTY, TEXAS

Ashley Barnes, Ph.D.
Ashley Barnes, Ph.D
Printed name of SERVICE PROVIDER

3200 Sanguinet Street
Address

Fort Worth, Tx 76107
City, State, Zip

214-697-3530
Phone

Ashley.elgin@lenappe.org
Email

Ashley Barnes, PhD
Signature

5/12/26
Date

ADDENDUM "A"

JUVENILE CONTRACT TERMS

ADDENDUM

This Addendum is part of an Agreement made between Johnson County and **Lena Pope Home, Inc.** hereinafter known as SERVICE PROVIDER. The primary Agreement is identified as: **Non-Residential Services Contract**. This Exhibit "A" 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 pursuit 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 this 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:

    (1) does not boycott energy companies; and

    (2) 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 this 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:

Christopher Boedecker
Johnson County Judge

6-8-26
Date

Attest:

Johnson County Clerk,
April Long or Deputy County Clerk

6-8-26
Date

Steve McClure
Chairman, Juvenile Board

5-18-26
Date

Steve Gant
Director, Juvenile Services

5-13-26
Date

Ashley Barnes, Ph.D.
CEO, Lena Pope

5/12/26
Date