AGENDA ITEM
CA20

AGENDA PLACEMENT FORM

Send to: ccagenda@johnsoncountytx.org

Date: _____

Meeting Date: 8.10.2026

Submitted By: County Judge's Office

Department: _____

Signature of Elected Official/Department Head:

_____

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

Johnson County APPROVED Commissioners Court

8.10.2026

Description:

Consider and Approve Pecan Valley Centers Agreement for Mental Health and Intellectual Disability Services in Johnson County, Texas and Schedule A; with Authorization for County Judge to Sign-County Judge's Office

(May attach additional sheets if necessary)

Person to Present: _____

(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 ☐ Public Announcement

Check All Departments That Have Been Notified:

☐ County Attorney ☐ IT ☐ Purchasing ☐ Auditor

☐ Personnel ☐ Development Services ☐ 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 §

AGREEMENT FOR MENTAL HEALTH AND INTELLECTUAL DISABILITY SERVICES IN JOHNSON COUNTY, TEXAS

WHEREAS, Johnson County, Texas (hereinafter referred to as Johnson County), is a political subdivision of the State of Texas and pursuant to Section 531.0001 of the Texas Health and Safety Code may provide mental health and intellectual developmental disability services to the citizens of Johnson County, Texas; and

WHEREAS, the Pecan Valley Centers (hereinafter referred to as "PVC") was established and operated as a Community Mental Health Intellectual Developmental Disability Center pursuant to Section 531.001 of the Texas Health and Safety Code and provided mental health and intellectual developmental disability services to the citizens of Johnson County; and

WHEREAS, Pecan Valley has entered into a Memorandum of Agreement with the Department of Aging and Disability Services (DADS) and the Department of State Health Services (DSHS) for the purpose of delegating the performance of certain mental health and intellectual developmental disability authority functions and mental health and intellectual developmental disability provider services relating to Johnson County; and

WHEREAS, Johnson County desires to continue to provide mental health and intellectual developmental disability services to the citizens of Johnson County; and

WHEREAS, Pecan Valley desires to contract with Johnson County to assist Johnson County in carrying out its purposes of providing mental health and intellectual developmental disability services to the citizens of Johnson County, and

WHEREAS, Johnson County, after negotiating with Pecan Valley, believes it to be in the best interest of the citizens of Johnson County for Pecan Valley to provide mental health and intellectual developmental disability services to the citizens of Johnson County.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt of which and hereby acknowledged, Johnson County through its Commissioners Court and Pecan Valley through its duly authorized representative make and enter into this Agreement for the purpose of Pecan Valley providing mental health and intellectual developmental disability services to the citizens of Johnson County and agree to as follows:

1. Pecan Valley agrees to provide mental health and intellectual developmental disability services to the citizens of Johnson County which includes the provision, developmental and operation of shelter workshops, residential housing facilities, and rehabilitative services for mentally handicapped persons.
2. Pecan Valley agrees to lease from Johnson County the following five (5) real property locations on which are situated an Intermediate Care Facility

(hereinafter referred to as "ICF" and which are commonly known as "Group Homes") for the amount of one and no/100 dollars ($1.00) per year per facility:

a. Turkey Peak
   908 Browncrest
   Burleson, Texas 76028

b. Quail Park
   805 Quail Park Rush
   Cleburne, Texas 76031

c. Highland Estates
   1018 Highland
   Cleburne, Texas 76031

d. Rolling Acres
   2901 FM 2280
   Keene, Texas 76059

e. Littlebrook
   105 Littlebrook Road
   Joshua, Texas 76058

3. Pecan Valley agrees to lease from Johnson County the following three (3) real property locations for the amount of one and no/100 dollars ($1.00) per year per facility:

   a. Cleburne Clinic
      1601 North Anglin
      Cleburne, Texas 76031

   b. Short Street Apartments (4 units)
      1709 Short Street #C
      Cleburne, Texas 76031

   c. Cleburne LSC
      108 East Kilpatrick
      Cleburne, Texas 76031

4. Pecan Valley agrees to pay said lease amounts for the above referenced properties within thirty (30) days of the execution of this agreement and annually thereafter so long as this Agreement shall remain in effect.

5. For each property leased by Pecan Valley, Pecan Valley agrees to pay all utilities, purchase liability insurance coverage in the minimum amount of five hundred thousand dollars and list Johnson County as a co-insured, and provide routine maintenance and repairs.

6. Pecan Valley agrees to reimburse Johnson County for the costs associated with Johnson County purchasing insurance regarding liability, fire, and extended coverage on each property leased by Pecan Valley. Said reimbursement amount shall be paid as set forth in Schedule A which is attached hereto and incorporated herein for all purposes. The Parties agree that the reimbursement amount may change from year to year without affecting the other provisions of this Agreement and said reimbursement shall be paid without the necessity of a written amendment to this Agreement upon Johnson County providing to Pecan Valley the reimbursement amount to be paid.

7. Pecan Valley agrees that in the event any real property owned by Johnson County and leased to Pecan Valley ceases to be used by Pecan Valley for mental health and/or intellectual and developmental disability services that said lease as to that real property no longer used by Pecan Valley will terminate and Johnson County will have the right to enter, possess, and use the real property. Pecan Valley and Johnson County agree that the termination of one or more leases on real property shall not affect the remaining real property leases and will not affect this Agreement and that the remaining portions of this Agreement shall remain valid and in full force and effect to the extent possible.

8. Pecan Valley owns and will continue to own the following Vendor Numbers: Highland Estates, #000396902; Littlebrook Estates, #000397202; Quail Park, #000396202; Rolling Acres, #000397002; and Turkey Peak, #000396102. Said Vendor numbers were previously owned by JENMHMRS and transferred to Pecan Valley prior to the execution of this Agreement Pecan Valley agrees that Johnson County will be informed and involved in any and all negotiations regarding the selling, transferring, or trading of any Vendor Number. In the event that this Agreement is terminated, Pecan Valley agrees to transfer all Vendor Numbers to Johnson County.

9. Pecan Valley agrees to provide to Johnson County monthly and quarterly financial statements regarding Pecan Valley's providing of mental health and intellectual developmental disability services. Pecan Valley also agrees to provide to Johnson County a copy of Pecan Valley's annual audit and management letter.

10. Pecan Valley agrees to amend its bylaws within thirty (30) days of executing this Agreement to provide that Johnson County shall appoint and have two (2) representatives as members of the Board of Directors for Pecan Valley. Pecan Valley agrees to notify Johnson County within three (3) days of any vacancy of the Board of Directors appointed by Johnson County.

11. Pecan Valley agrees to comply with all state and federal statutes and state and federal codes regarding providing mental health and intellectual developmental disability services to Johnson County.

12. Pecan Valley and Johnson County agree that this Agreement does not involve Early Childhood Intervention (hereinafter referred to as "ECI") of Johnson County.

13. Johnson County agrees to lease or provide to Pecan Valley the property listed above in paragraphs number 2 and 3 at the amounts specified in this Agreement.

14. Johnson County agrees to designate, within thirty (30) days of executing this Agreement, two (2) persons meeting the qualifications in Section 534.0065 of the Texas Health and Safety Code to serve on the Board of Pecan Valley. One appointment to the Board shall be for a term of one (1) year and one appointment shall be for a term of two (2) years. Within sixty (60) days of Johnson County receiving notice of any vacancy to the Board of a Johnson County appointment, Johnson County shall fill said vacancy for the unexpired term. After the expiration of the first one (1) year term, the next term and all other terms of appointment shall be for a period of two (2) years.

15. Johnson County agrees that in the event any of the real property listed in a paragraph number 3 above is not used by Pecan Valley for mental health and/or intellectual developmental disability services in Johnson County said real property may be sold by Johnson County and the proceeds from the sale of said property shall be deposited into a special account to be used by Johnson County for the purchase of future property to be used by Pecan Valley for the purpose of maintenance repair, remodel, and/or renovation of real property to be owned by

Johnson County and used by Pecan Valley in providing mental health and/or intellectual developmental disability services to Johnson County.

16. Johnson County agrees that Johnson County will not sell or convey any of the real property listed in paragraph number 2 above so long as Pecan Valley uses the real property to provide mental health and/or intellectual developmental disability services in Johnson County. In the event Pecan Valley no longer uses a parcel of real property listed in paragraph number 2 above to provide mental health and/or intellectual developmental disability services in Johnson County, Johnson County may sell and convey said parcel real property to a third party. The proceeds from the sale of said property shall then be deposited into a special account to be used by Johnson County for the purchase of real property to be used by Pecan Valley for the purpose of maintenance, repair, remodel, and/or renovation of real property owned by Johnson County and used by Pecan Valley in providing mental health and/or intellectual developmental disability services to Johnson County.

17. The new term of this Agreement shall be for an extended twenty (20) year period and shall commence and become effective on September 1, 2026.

18. Any payment made under this Agreement shall be paid within thirty (30) days of receipt of an invoice for said amount. The payment shall be sent to:

Johnson County Auditor's Office
2 North Main Street
Cleburne, Texas 76031

19. Nothing herein shall alter or change the legal responsibility under existing law for a party, nor will this Agreement cause Johnson County to incur additional liability other than liability it would have under law without this Agreement. No Party waives or relinquishes any immunity or defense on behalf of itself, its officers, employees and agents as a result of its execution of this Agreement and the performance of the covenants contained herein.

20. This Agreement represents the entire and integrated agreement between Johnson County and Pecan Valley and supersedes all prior negotiations, representations and/or agreements either oral or written. This Agreement may be amended only by written instruments signed by both Johnson County and Pecan Valley.

21. The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Venue for any action or claim arising out of this Agreement shall be Johnson County, Texas.

22. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

23. This Agreement may be terminated at any time, by either party giving one hundred twenty (120) days advance written notice to the other party. Notice to the parties shall be certified mail, return receipt requested at the following addresses:

To Johnson County: Johnson County
ATTN: County Judge
2 North Main Street
Cleburne, Texas 76031

To Pecan Valley: Pecan Valley Centers
ATTN: Executive Director
2101 West Pearl Street
Granbury, Texas 76048

24. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors, and permitted assigns.

25. Pecan Valley may not assign any rights or duties with respect to this Agreement without the express written consent of Johnson County.

EXECUTED by the Parties hereto, each respective entity acting by and through its duly authorized official as required by laws on multiple counterparts each of which shall be deemed to be an original.

Executed in multiple originals on the 10th day of August, 2026.

Johnson County:

Name: Christopher Boedeker — Date: 8-10-26
Title: Johnson County Judge

Name: April Long — Date: 8-10-26
Title: County Clerk

COMMISSIONERS COURT JOHNSON COUNTY, TEXAS

Pecan Valley Centers:

Name: Ruben DeHoyos — Date: 7-27-26
Title: Executive Director

SCHEDULE A
PROPERTY LIST AND COUNTY INSURANCE REIMBURSEMENT AMOUNTS

Purpose
This Schedule A identifies each Johnson County-owned property leased to Pecan Valley Centers ("PVC") under this Agreement and sets out the annual insurance-cost reimbursement amounts owed by PVC to Johnson County pursuant to the Agreement for each property.

Group Homes
- **Turkey Peak Group Home**
908 Brown Crest, Burleson, Texas 76028
Annual Insurance Reimbursement: $885
- **Quail Park Group Home**
805 Quail Park Ln, Cleburne, Texas 76031
Annual Insurance Reimbursement: $970
- **Highland Estates Group Home**
1018 Highland Rd, Cleburne, Texas 76031
Annual Insurance Reimbursement: $885
- **Rolling Acres Group Home**
2901 FM 2280, Keene, Texas 76059
Annual Insurance Reimbursement: $885
- **Littlebrook Group Home**
105 Littlebrook Road, Joshua, Texas 76058
Annual Insurance Reimbursement: $1,203

Additional Leased Properties
PVC also leases the following three (3) additional properties at one dollar ($1.00) per facility per year. Annual insurance reimbursements owed are listed below.
- **Cleburne Clinic**
1601 North Anglin, Cleburne, Texas 76031
Annual Insurance Reimbursement: $6,869
- **Cleburne LSC**
108 East Kilpatrick, Cleburne, Texas 76031
Annual Insurance Reimbursement: $4,711
- **Short Street Apartments (4 Units)**
1711 Short Street #C, Cleburne, Texas 76031
Annual Insurance Reimbursement: $833