AGENDA ITEM
CA22

AGENDA PLACEMENT FORM

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

Date: August 7, 2026

Meeting Date: August 24, 2026

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

Johnson County
APPROVED
Commissioners Court
8.24.2026

Description:

Consideration and Approval of Garza County Contract and Agreement for Placement of Juvenile Offenders, Space Available.

(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

CONTRACT AND AGREEMENT
PLACEMENT OF JUVENILE OFFENDERS
SPACE AVAILABLE

This Contract and Agreement made and entered into by and between the County of Garza acting by and through its authorized representatives, the Garza County Juvenile Board, the Garza County Public Facility Corporation ("Garza County") and the **Johnson County** ("Contracting County") acting by and through their duly authorized representatives, to be effective September 1, 2026, through August 31, 2027.

WITNESSETH

Whereas, Garza County operates the Garza County Regional Juvenile Center ("Center") under a Contract with Cornerstone Programs Corporation and such Center has been duly inspected and certified as being suitable for the detention of children; and,

Whereas, Contracting County, in order to carry out and conduct their juvenile programs in accordance with the Texas Family Code has need for the use of detention facilities to house and maintain children of juvenile age, referred for an act of delinquency or an act indicating a need for supervision, during pretrial and pre-dispositional status and/or in the post dispositional treatment prescribed by the Court; and,

Now, therefore, the parties agree as follows:

(1) The term of this Contract shall terminate at midnight August 31, 2027. After a mutual good faith has been made toward the success and performance of the Contract, if either party hereto in its judgment determines that the Contract cannot be successfully continued, and desires to terminate the Contract, then the party so desiring to terminate may do so by notifying the other party in writing, by certified mail or personal delivery to its principal office, of its intention to terminate the Contract thirty (30) days thereafter, this Contract shall terminate, become null and void and be of no further force or effect. After receipt of Notice of Termination, Contracting County shall remove all children placed in the facility on or before the terminating date.

(2) Contracting County agrees to pay Garza County the following daily rates, based on the level of service provided. (It is understood that the daily rate is dependent on the degree of specialized programming mutually agreed upon by the Contracting County and Garza County.):

Pre-Adjudication Detention Services: The Contracting County agrees to pay the daily rate of $266.00 for each and every day each **male** child is in detention for pre-adjudication services.

Post-Adjudication General Offender: The Contracting County agrees to pay the daily rate of $303.00 for **male** general offender post adjudication treatment services.

Post-Adjudication Moderate Program: The Contracting County agrees to pay Garza County the sum of $333.00 for each and every day a **male** juvenile is in Moderate Level post-adjudication services.

Post-Adjudication (Specialized Low) Integrative Mental Health Services: The Contracting County agrees to pay Garza County the sum of $363.00 for each and every day a **male** juvenile is in Specialized Low Integrative Mental Health Services.

Post-Adjudication (Specialized High) Specialized Programs for Intensive and Co-Occurring Disorders/Needs: The Contracting County agrees to pay $396.00 per day for each post-adjudicated **male** juvenile in Specialized Programming for Intensive and Co-Occurring Disorders/Needs.

Post-Adjudication Specialized Programs for Sex Offenders: The Contracting County agrees to pay $436.00 per day for each post-adjudicated **male** juvenile in Specialized Programming for Sex Offenders.

Post-Adjudication Discretionary State Aid (DSA)-Residential Expansion (RE) Program For placement of Post-Adjudicated youth under the DSA-RE Grant program, the Contracting County must be approved by way of referral to the Center and through the TJJD FLUXX system. Once approved by the Center and by TJJD for DSA-RE funds, the Contracting County will not be charged for residential placement costs, as those costs are funded through the TJJD DSA-RE Grant. Post-adjudicated **male** juveniles who are placed at the Center through the TJJD DSA-RE Grant program will be provided services at the Specialized High Level of services, to include, Specialized Programming for Sex Offender and Co-Occurring Disorders/Needs.

Although residential costs are funded through the DSA-RE Grant for approved placements, the Contracting County agrees to pay all costs noted in Section (4) of this contract, as well as costs for Initial Evaluations and polygraph costs for youth in the Sex Offender Treatment Program. Additionally, the Contracting County agrees to pay the cost of Vocational Education services, should those services be requested and approved by the Contracting County.

The Contracting County agrees to pay $350.00 (or adjusted amount should there be a rate increase during the life of this contract) for Initial Evaluation completed by the Sex Offender Treatment Provider (SOTP) for any youth admitted into the Sex Offender Treatment Program.

The Contracting County agrees to pay $300.00 (or adjusted amount should there be a rate increase during the life of this contract) for polygraph tests required by the Sex Offender Treatment Provider (SOTP) and administered by a certified polygrapher for any youth admitted into the Sex Offender Treatment Program.

The Contracting County agrees to pay $65.00 for physical examinations, dental examinations, and Tuberculosis screenings of Pre-Adjudicated youth conducted by the facility physician for requirements stipulated in TAC 343.600 (Required Pre-Admission Records for Post-Adjudication Placement), for which the Contracting County requests.

These fees shall be paid to Garza County upon billing and in accordance with payment procedures agreed upon by Contracting County and the Garza County Regional Juvenile Center

(3) Garza County will provide room and board, twenty-four (24) hours per day, seven (7) days per week, supervision, routine medical examination and treatment within the facility, an approved educational program, recreation facilities and counseling to each child placed within the facility.

(4) The Contracting County shall provide for all costs incurred for the purchase of prescription medications, medical care (emergency or otherwise), psychological evaluations, or hospitalization. The administrator of the facility is authorized to secure such prescriptions, examination, evaluation, treatment, or hospitalization in emergency situations at the expense of the Contracting County. For non-emergency situations, the Center will seek medical authorization from the Contracting County prior to the purchase of medication or medical services. If an emergency examination, treatment or hospitalization outside the Center is required for a child placed in the Center by Contracting County, the Contracting County guarantees that such costs will be paid in full. The administrator shall notify the Contracting County of such medical situations immediately but not later than 24 hours of its occurrence, if possible.

(5) Each child placed in the Center by Contracting County shall be placed therein under proper order of the Juvenile Court with the approval of the Administrator and staff of the Center

(6) Each child placed therein shall be required to follow the rules and regulations of conduct fixed and determined by the Administrator and staff.

(7) If a child is accepted by the Center from Contracting County and such child thereafter is found to be, in the sole judgment of the Administrator, mentally unfit, dangerous or unmanageable or either of such conditions or characteristics, or whose mental or physical condition would or might endanger the other occupants of the Center, then in the Administrator's sole judgment upon written notification to the Juvenile Judge or Probation Officer, said Juvenile Judge or Probation Officer shall forthwith remove or cause to be removed such child from the Center.

(8) Garza County agrees that the Center will accept any child qualified hereunder, without regard to such child's religion, race, creed, color, sex, or national origin.

(9) It is further understood and agreed by the parties hereto that children placed in the care of the Center shall not be discharged therefrom without:

A. Receipt of the Center of an Order signed by the Judge(s) having juvenile jurisdiction of Contracting County duly certified by the Clerk of said Court; or
B. By the authorization of the Juvenile Probation Department who originally detained the child; or
C. As provided in paragraph (7) above.

(10) It is further understood and agreed by the parties hereto that nothing in the Contract shall be construed to permit Contracting County, their agents, servants, or employees in any way to manage, control, direct or instruct Garza County, its servants or employees in any manner respecting any of their work duties or functions pertaining to the maintenance and operation of the Center. However, it is also understood that the Juvenile court of each individual County shall control the conditions and terms of detention supervision as to a particular child pursuant to Texas Family Code Section 51.12.

(11) In accordance with the requirements of the Texas Juvenile Justice Department concerning Service Provider Contracts, the following provisions and sub-provisions apply. Garza County through Cornerstone Programs Corporation, in accordance with the provisions of the State Financial Assistance Contracts (SFAC):

A. An Individualized Treatment Plan (ITP) developed in concert with the juvenile and mutually agreed upon by the appropriate County representative and GCRJC's Director of Treatment and/or designee. The ITP will meet all legal requirements and standards of the Texas Juvenile Justice Department.

B. The ITP will be reviewed jointly by the appropriate County representative, the youth, and the assigned GCRJC Case Manager or Case Manager Supervisor at reasonable intervals, not to exceed thirty (30) days, to assess the juvenile's progress with modification of the ITP being made when indicated, deemed necessary by the County or GCRJC, or required by State standards.

C. The ITP shall identify goals and outputs and document measurable outcomes which relate to the program objectives.

1. Goals include a holistic approach, treating every aspect of the juvenile's life, including physical, mental, emotional, spiritual and family. The program encourages permanent positive change in a secure structured environment.
2. Output measures include an individual case plan that clearly defines goals and outputs for each resident. Residents will receive TEA Accredited school curriculum, daily behavior groups and physical recreation, life skills groups and individual counseling as determined by specific program requirements.
3. Outcome measures significantly reduce recidivism rates of juvenile offenders while presenting them with the skills needed to maintain their abstinence from delinquency.

D. Does certify that Cornerstone Programs Corporation is not ineligible to receive state funds as required by Texas Family Code Section 231.006 and acknowledges that this contract may be terminated, and payment will be withheld if this certification is inaccurate;

E. Shall adhere to all applicable state and federal laws and regulations pertinent to Cornerstone Programs Corporation's provision of services;

F. Understands that payment for services may be paid in part or in full by funds provided through TJJD and shall separately account for the receipt of any state funds received under this contract;

G. Shall maintain all applicable records for a minimum of seven (7) years or until any pending audits and all questions arising therefore have been resolved.

H. In accordance with SFAC, Garza County through Cornerstone Programs Corporation shall provide, at the request of the Contracting County, any specific accounting, reporting, or auditing requirements to ensure performance of and compliance with the contractual provisions of this contract, generally accepted accounting principles (GAAP) and practices are used.

I. In accordance with SFAC, this contract may be terminated by the Contracting County for non-compliance if:
   1. The Center fails to achieve the goals and outcomes of the individual case plan, unless such failure is due to the conduct or performance of the juvenile; or
   2. The Center fails to comply with the conditions of the Contract.

J. Cornerstone Programs Corporation 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. Cornerstone Programs Corporation

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.

(12) While housed at the Center, Garza County will provide suitable transportation for juvenile residents for routine medical, dental, optometry, and mental health care, to include transportation for emergency medical care. All other resident transportation needs, such as the transport of juveniles from the Contracting County to the Center for admission or to the Contracting County upon release, or for furloughs and court appearances may be provided on a case-by-case basis subject to additional charges.

(13) Garza County verifies that it does not boycott Israel and will not boycott Israel during the term of this agreement. The term "boycott Israel" is as defined by the Texas Government Code Section 808.001, effective September 1, 2017.

(14) Garza County verifies that it has not engaged in business with Iran, Sudan or any Foreign Terrorist Organizations and will not engage in business with Iran, Sudan, or any Foreign Terrorist Organizations, as defined by the Texas Government Code Section 2252.152, effective September 1, 2017.

(15) Garza County verifies compliance with all state and federal laws applicable to GCRJC and GCRJC's provisions of services. Compliance and maintenance of all current federal, state, and local licenses, registrations, or other regulatory permits. Copies of said licenses and permits will be sent to the Contracting County, upon execution of this Agreement.

(16) Garza County will disclose to the Contracting County any pending or initiated criminal or governmental investigations and results/findings by, but not limited to, the Federal Bureau of Investigation, US Department of Justice, Texas Juvenile Justice Department, Texas Attorney General's Office, any local or state law enforcement entity related to GCRJC, its employees, administrators, or contractors.

(17) Garza County certifies that it is a vendor in good standing (i.e., not on "vendor hold" status) with the Texas Comptroller of Public Accounts.

(18) Garza County understands and agrees that non-compliance or substandard compliance of GCRJC to meet the terms and conditions of this Agreement can result in the suspension, reduction or withholding of payment for required services. Continued instances of noncompliance or substandard compliance can allow the Contracting County to terminate this Agreement and prohibit Garza County from future contractual agreements with Contracting County. Upon termination of this Agreement under any provision, Garza County shall be entitled to receive only the unpaid accrued compensation as of the date of termination, minus any reasonable cost incurred by the Contracting County to fulfill Garza County's obligation under this Agreement. Any payments to Garza County above those compensations accrued shall be refunded to the Contracting County, should this Agreement terminate for breach of contract.

(19) The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the state law of the State of Texas, and all venue shall

be in Post, Garza County, Texas, unless otherwise agreed upon in writing by Garza County and the Contracting County.

PRISON RAPE ELIMINATION ACT

Garza County has a zero tolerance towards all forms of sexual abuse and sexual harassment in accordance with the provisions of the Prison Rape Elimination Act of 2003 that provides for administrative and/or criminal disciplinary sanctions. Garza County has adopted policies and fully complies with the Prison Rape Elimination Act of 2003 (28CFR 115) standards and permits the placing County to monitor its facility and records as necessary to ensure that Garza County is complying with said standards. Under the provisions of the Prison Rape Elimination Act of 2003, Garza County shall make available to the placing County all incident-based aggregate data reports for every allegation of sexual abuse or sexual harassment and all such data that may be requested by the Department of Justice from the previous calendar year no later than June 30 (115.387 (f)) and the data necessary to answer all questions from the most resent version of the Survey of Sexual Violence.

All agencies contracting with Garza County for placements of youth have the right to monitor the facility to ensure compliance with PREA standards.

OFFICIALS NOT TO BENEFIT

No officer, member or employer of the Criminal Justice Division and no member of its governing body and no other public officials of Garza County 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 personal interest or have any personal or pecuniary interest, direct or indirect, in the Contract or the proceeds therefrom.

This Contract and Agreement this date is made by and between the parties hereto: it being the declared intention of the parties hereto that the above and foregoing Contract, is a contract providing for the care of children who may have allegedly committed an act of delinquency or an act indicating a need for supervision and payment of such care by Contracting County for such children placed in the Center by the judge of Contracting County juvenile jurisdiction.

Executed this the 4th day of August 2026

Lee Norman

Hon. Lee Norman, Garza County Judge

Joseph P Newman

Joe Newman, President Cornerstone Programs Corporation

Steve McClure

Steve McClure
Chairman, Juvenile Board

July 23, 2026
Date

Steve G. Gant

Steve G. Gant
Director, Juvenile Services

7-23-26
Date

APPROVED AS TO FORM AND CONTENT for JOHNSON COUNTY:

Christopher Boedecker
Johnson County Judge

Date 8-24-26

Attest:

April Long

Johnson County Clerk.
April Long or Deputy County Clerk

COMMISSIONERS COURT JOHNSON COUNTY, TEXAS

8-24-26
Date