AGENDA ITEM
CA35

AGENDA PLACEMENT FORM

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

Date: August 12, 2026

Meeting Date: August 24, 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

8.24.2026

Description:

Consideration and Approval of Taylor County Juvenile Justice Center Contract and Agreement.

(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

THE STATE OF TEXAS
COUNTY OF TAYLOR

TAYLOR COUNTY JUVENILE JUSTICE CENTER
CONTRACT AND AGREEMENT

This contract is between the **COUNTY OF TAYLOR, TEXAS**, hereinafter referred to as **TAYLOR COUNTY**, acting through its duly authorized representatives, the Taylor County Commissioners Court, Phil Crowley, Taylor County Judge; **JOHNSON COUNTY**, herein after referred to as **CONTRACTING COUNTY**, acting through its duly authorized representatives regarding the Taylor County Juvenile Justice Center.

The Facility serves as a pre-adjudication facility, and has been inspected and certified as suitable for the detention of children

The Facility is operated by **TAYLOR COUNTY, TEXAS**, through the **TAYLOR COUNTY JUVENILE JUSTICE CENTER**, hereinafter referred to as **TCJJC**. All programs are operated in accordance with all applicable Texas Juvenile Justice Department Standards.

1. If either party hereto determines, in its judgment, that the Contract cannot be successfully continued, or desires to terminate this Contract, then the party so desiring to terminate, may do so by completing the procedures listed below.

Termination for Cause: In addition to other provisions herein allowing termination, this Contract may be terminated with or without notice by either party if the other party commits a material breach of any term of this Contract.

Termination Without Cause: This Contract may be terminated by either party upon thirty - (30) day's written notice to the other party of its intent to terminate this Contract.

Termination by Mutual Consent: This contract may be terminated by mutual consent of both parties at any time after a document of termination by mutual consent has been signed by the authorized representative of both parties.

Negotiation Prior to Termination: If a party gives notice of its intent to terminate this Contract, the **CONTRACTING COUNTY** and **TCJJC** will attempt to resolve any issues related to the anticipated termination in good faith during the notice period. During this time, **TCJJC** will continue to have the responsibility to provide services to program participants and the **CONTRACTING COUNTY** will continue to have responsibility to pay for the services in the manner specified in this Contract.

Effect of Termination: Except as expressly provided herein, upon termination of this Contract, the **CONTRACTING COUNTY** and **TCJJC** will be discharged from any further obligation created under the terms of this Contract, except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination. Termination does not, however,

constitute a waiver of any remedies for breach of this Contract.

Severability: The invalidity or unenforceability of any term or provision of this Contract shall in no way affect the validity or enforcement of any other term or provision herein.

Assignment/Transferability: Parties under this Contract shall not have the right to assign or transfer rights to any third party without prior written consent by the other party.

Governing Law and Venue: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the law of the State of Texas, and all venue shall be in Abilene, Taylor County, Texas, unless agreed upon in writing by the **CONTRACTING COUNTY** and **TAYLOR COUNTY**.

2. **TCJJC** will provide program components, room, board, supervision, and care (24) twenty-four hours per day. At a minimum, program components will include educational programs, recreational, counseling programs and process groups.

3. The **CONTRACTING COUNTY** agrees to pay the facility the daily rate of **$250.00** per day for each space utilized. **TCJJC** will be responsible for accounting, billing and payments for the operation of the facility and the **CONTRACTING COUNTY** shall pay in accordance with directives of **TCJJC**.

The **CONTRACTING COUNTY** shall receive a detailed statement each month when it has a placed youth in the facility. Payment for bed space is due by the first working day of the following month. Payments should be directed to:

Taylor County Juvenile Justice Center
889 S. 25th St
Abilene, Texas 79602
Attn: Allison A. Stafford, Chief Juvenile Probation Officer

4. If emergency examinations, treatments or hospitalization outside the Facility is required for a juvenile placed in the facility, the Administrator of the Facility is authorized to secure such examination, treatment, or hospitalization at the expense of the **CONTRACTING COUNTY**, and to bill the **CONTRACTING COUNTY** for the same. The Facility Administrator or designee will notify the **CONTRACTING COUNTY** within (24) twenty-four regular working hours of its occurrence. The Facility Administrator is further authorized to approve transfers to other tertiary care centers when the situation warrants. In the absence of the Facility Administrator, the supervising officer is authorized to secure medical services and approve transfer. The **CONTRACTING COUNTY** further agrees to reimburse **TCJJC** for all medical expenses necessary for the health, safety, and welfare of the **CONTRACTING COUNTY's** juvenile.

5. Juvenile's placed in the facility by the **CONTRACTING COUNTY** who is alleged to have engaged in delinquent conduct or conduct indicating a need of supervision (CINS) will be admitted to the facility under the authority of the Juvenile Court of the **CONTRACTING COUNTY**, or its designated official. Juvenile's not released within 48 hours (excluding weekends and holidays) must have a detention hearing in the Juvenile Court of the **CONTRACTING COUNTY**, in accordance with Texas Family Code, Title III, Section 54.01. **TCJJC** retains the right and responsibility to refuse admission of any juvenile from **CONTRACTING COUNTY** if said documents are not provided at admission.

6. Each juvenile shall be required to follow the rules and regulations of conduct as fixed and determined by the Facility Administrator and the staff of the facility. If the juvenile from the **CONTRACTING COUNTY** is accepted by the Facility and such juvenile thereafter is found, in the sole judgement of the Facility Administrator, to be either mentally or physically unfit, dangerous, unmanageable, unsuitable for the program, or a combination of such conditions or characteristics, or whose mental or physical health condition would or might endanger the juvenile or the other occupants of the facility, then upon such determination and notification by the Facility Administrator to the **CONTRACTING COUNTY**, **CONTRACTING COUNTY** shall remove or cause to be removed such juvenile from the facility.

7. Acceptance of the juvenile into the detention facility will be determined by space availability. In the event overcrowding exists in the detention facility, **TCJJC** retains the right to require the **CONTACTING COUNTY** to remove juvenile(s).

8. Under Section 231.006 of the Texas Family Code, TJJC certifies that the entity named in this Contract is not ineligible to receive the specific grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate. **TCJJC** and **TAYLOR COUNTY** maintain a relationship of good standing with the Texas Comptroller of Public Accounts. **TCJJC** and **TAYLOR COUNTY** use and employ Generally Accepted Accounting Principles (GAAP). **TCJJC** and **TAYLOR COUNTY** are audited by an outside, independent authority at least annually, and must comply with periodic financial reporting procedures.

9. a. **TCJJC** adheres to all applicable State and Federal laws and regulations pertinent to its provision of services. The facility complies with all applicable regulatory agency policies, procedures, and administrative rules. **TCJJC** possesses and maintains all applicable or required, current State licenses, certifications, registrations, and regulatory permits for a child care facility. Copies of licenses, certifications, and permits will be provided to the **CONTRACTING COUNTY** upon receipt of written request for these documents. The administrator of **TCJJC** will disclose to **CONTRACTING COUNTIES** any pending or initiated criminal or governmental investigations and results/findings related to the facility.

9.b. **CONTRACTING COUNTY** and **TCJJC** shall comply with all Federal, State, County, and City laws, ordinances, regulations and standards applicable to the provision of services described herein and performances of all obligations undertaken pursuant to this Contract, including the Prison Rape Elimination Act of 2003 (PREA).

Under PREA, the Administrator of **TCJJC** shall make available to the **CONTRACTING COUNTY**, 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)]

TCJJC complies with the standards of the Prison Rape Elimination Act (PREA) and has zero tolerance towards all forms of sexual abuse, sexual harassment, and retaliation for reporting or assisting in the investigation of such incidents.

All agencies contracting with **TCJJC** for detention of residents have the right to monitor the facility to ensure compliance with PREA standards

If a resident from **CONTRACTING COUNTY** alleges that he/she was abused while in the custody **TCJJC**, an administrative investigation of the incident will be conducted and **TCJJC** will refer the allegations to the Taylor County Sheriff Department for criminal investigation.

TCJJC will contact the **CONTRACTING COUNTY'S** Chief Juvenile Probation Officer as soon as possible, but within seventy two (72) hours, to inform him/her of the allegation and will provide periodic updates as to the status of the ongoing investigation.

The resident victim will be offered a forensic medical exam at no financial cost to the resident or the **CONTRACTING COUNTY** where evidentiary or medically appropriate, a victim advocate for support during for forensic medical examination, investigation interviews, and as needed for emotional support, crisis intervention, information and referrals.

TCJJC will provide medical and mental health services to any resident who has been a victim of sexual abuse while confined in TCJJC at no cost to the resident or **CONTRACTING COUNTY** for the duration of care determined by a qualified medical and mental health practitioner.

10. **TCJJC** accounts separately for the receipt and expenditure of any and all funds received under this Contract, or any funds received from the State of Texas, or funds received from any Federal Program.

11. **TCJJC** maintains all applicable records for a minimum of seven (7) years, or until any pending audits and all questions arising thereof have been resolved.

12. The **CONTRACTING COUNTY** 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. The **CONTRACTING COUNTY** further agrees to cooperate fully with State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. The **CONTRACTING COUNTY** and **TCJJC** will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the **CONTRACTING COUNTY** and the requirement to cooperate is included in any subcontract it awards.

13. **TCJJC** understands that funds for payment have been provided through the **CONTRACTING COUNTY's** budget approval process, for this fiscal year only. State of Texas statues prohibit the obligation and expenditures of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise beyond the end of the **CONTRACT COUNTY's** current fiscal year shall be subject to budget approval.

14. Regardless of the date of the execution of this Agreement and Contract, it will be effective from September 1, 2026, and terminate August 31, 2027, unless terminated before the expiration date.

15. Amendment: This Contract may be amended or changed only by mutual written consent of an authorized representative of both parties of the Contract.

16. Entire Agreement: This Contract supersedes all other prior agreements, either oral or written between the parties with respect to the professional services to be provided by **TAYLOR COUNTY** to **CONTRACTING COUNTY** and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner. Each party to this Contract acknowledges that no inducements or promise, oral or otherwise, have been made by either party or anyone acting on behalf of either party that are not embodied in this Contract

17. Notices: Except as expressly provided herein, any notice required or permitted to be given under this Contract must be in writing and delivered in person or by registered or certified mail, return receipt requested, postage prepaid to the authorized representatives at the address shown below:

CONTRACTING COUNTY:

Steve Gant, Chief Juvenile Probation Officer
1102 E. Kilpatrick, Suite C
Cleburne, Texas 76031

CONTRACTING COUNTY:

Steve Gant
Signature

Steve Gant
Printed Name

Chief Juvenile Probation Officer

Signature

F. Steven McClure
Printed Name

Johnson County Juvenile Board Chairman

DATE: June 28, 2026

TAYLOR COUNTY:
Phil Crowley
County Judge
300 Oak Suite 200
Abilene, Texas 79602

With a Copy To:
Allison A. Stafford
Chief Juvenile Probation Officer
Taylor County Juvenile Justice Center
889 S. 25th
Abilene, Texas 79602

TAYLOR COUNTY:

Phil Crowley
Taylor County Judge

DATE: 8-7-26

APPROVED AS TO CONTENT:

Allison A Stafford
Chief Juvenile Probation Officer
Taylor County Juvenile Justice Center

TAYLOR COUNTY JUVENILE BOARD:

By: Thomas Wheeler
Thomas Wheeler, Juvenile Board Chairman
350th District Court Judge

Date: 8/4/26

REVIEWED FOR FORM ONLY:

James Hicks
Criminal District Attorney
Taylor County, Texas

APPROVED AS TO FORM AND CONTENT for JOHNSON COUNTY:

Christopher Boedecker
Johnson County Judge

8-24-24
Date

Attest:

Johnson County Clerk,
April Long or Deputy County Clerk

COMMISSIONERS COURT JOHNSON COUNTY, TEXAS

8-24-24
Date