AGENDA ITEM
CA42

AGENDA PLACEMENT FORM

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

Date: August 13, 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 County of Denton Interlocal Cooperation Agreement for Juvenile Pre-Adjudication Facility.

(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 §
§ *JOHNSON COUNTY*
COUNTY OF DENTON §

INTERLOCAL COOPERATION AGREEMENT JUVENILE PRE-ADJUDICATION FACILITY

This Agreement is made by and entered into between the Denton County Juvenile Probation Department; Denton County, Texas; the ***JOHNSON COUNTY*** Juvenile Probation Department; and ***JOHNSON COUNTY***, Texas.

WITNESSETH

WHEREAS, the Denton County Juvenile Board has certified as suitable a Juvenile Pre-Adjudication Center (herein referred to as "the Facility") in Denton County, Texas; and

WHEREAS, in order to carry out and conduct its juvenile program in accordance with Title 3 of the Texas Family Code, Juvenile Justice Code, the ***JOHNSON COUNTY*** Juvenile Probation Department has need of the use of the Facility to house and maintain children (hereinafter referred to as "child", "children" or "client") of juvenile age, for pre-adjudication detention or, if adjudicated, for temporary detention pending final placement; and,

WHEREAS, the Denton County Juvenile Probation Department desires to make the Facility available to the ***JOHNSON COUNTY*** Juvenile Probation Department for such use and purpose, and the ***JOHNSON COUNTY*** Juvenile Probation Department and ***JOHNSON COUNTY***, Texas, desire to contract for the use of said Facility; and

WHEREAS, the parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperation Agreement for such detention services pursuant to Chapter 791 of the Texas Government Code.

NOW, THEREFORE, in consideration of the mutual agreements, promises and covenants herein contained, the parties agree as follows:

I. TERM

The term of this Agreement shall be from the effective date of **October 1, 2026** through **September 30, 2027**.

II. SERVICES PROVIDED BY THE FACILITY

The Facility will provide room and board for twenty-four (24) hours per day and seven days a week, supervision, an educational program, recreational facilities and counseling for each child placed with the Facility.

PRISON RAPE ELIMINATION ACT (PREA): Pursuant to 28 CFR, Part 115, Section 115.312 (Standards for Juvenile Facilities), Denton County Juvenile Probation shall adopt and comply with the Juvenile Facility Standards set forth in the National Standards to Prevent, Detect, and Respond to Prison Rape Under the Prison Rape Elimination Act.

III. COMPENSATION

The ***JOHNSON COUNTY*** Juvenile Probation Department and ***JOHNSON COUNTY***, Texas, agree to pay Denton County through the Denton County Juvenile Probation Department, the sum of TWO HUNDRED AND SEVENTY-FIVE DOLLARS & 00/100 ($275.00) per day for each child placed at the Facility pursuant to this Agreement. The Facility shall submit an invoice to ***JOHNSON COUNTY***, Texas, within fifteen (15) days after each billing period. ***JOHNSON COUNTY***, Texas, agrees to submit payment to the Denton County Treasurer, 1 Courthouse Drive, Suite 1400, Denton, Texas 76208, within thirty (30) days after receipt of invoice. All sums so paid shall be deposited to the fund or funds from which the operational expenses of the Facility are paid.

IV. EXAMINATION OF PROGRAM AND RECORDS

The Denton County Juvenile Probation Department and the Facility agree that the ***JOHNSON COUNTY*** Juvenile Probation Department and ***JOHNSON COUNTY***, Texas, may examine and evaluate its program of services provided under the terms of this Agreement and review the Facility records relating to ***JOHNSON COUNTY*** clients. 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 child.

The Denton County Juvenile Probation Department and the Facility shall provide such descriptive information on ***JOHNSON COUNTY*** child in the Facility as requested on forms provided by the ***JOHNSON COUNTY*** Juvenile Probation Department and ***JOHNSON COUNTY***, Texas.

The Facility agrees to maintain and make the following available for inspection, audit or reproduction: books, documents and other evidence pertaining to the cost and expenses of this Agreement (herein referred to as "the Records"), by an authorized representative of the ***JOHNSON COUNTY*** Juvenile Probation Department; ***JOHNSON COUNTY***, Texas; and/or the State of Texas.

PRISON RAPE ELIMINATION ACT (PREA): Pursuant to 28 CFR, Part 115, section115.401-405 (Standards for Juvenile Facilities), during the three-year period beginning on August 20, 2013 and at least once during each three-year period thereafter, Denton County Juvenile Probation shall ensure that each facility under its operational control is audited for compliance with PREA and shall make said audit results available to JOHNSON County Juvenile Probation upon request.

Denton County, Texas, and the Facility agree to maintain Records related to the services provided under this Agreement for seven (7) years after final payment, or until the State approved audit has been made and all questions arising from the audit are resolved.

V. CERTIFICATE OF ELIGIBILITY TO RECEIVE STATE FUNDS

Under Section 231.006 of the Texas Family Code, Denton County, Texas, certifies that it is not ineligible to receive State grants or loans and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

The Facility shall adhere to all applicable State and Federal laws and regulations pertinent to the Facility's provision of services.

The Facility shall account separately for the receipt and expenditure of any and all funds received under this Agreement, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting and auditing of such funds.

VI. EMERGENCY TREATMENT OF CHILD

The ***JOHNSON COUNTY*** Juvenile Probation Department and ***JOHNSON COUNTY***, Texas, agree with the Denton County Juvenile Probation Department and Denton County, Texas, that if emergency examination, hospitalization and/or treatment outside the Facility is required for children placed in the facility by ***JOHNSON COUNTY***, Texas, the administrator of the facility is authorized to secure such emergency examination, hospitalization and/or treatment for the children. The cost of the emergency examination, hospitalization, and/or treatment of such children is to be borne by ***JOHNSON COUNTY,*** Texas, unless the cause necessitating the examination, hospitalization, or treatment directly arises from a negligent or intentional act of a Denton County agent or employee, in which case the cost is to be borne by the Denton County Juvenile Probation Department or Denton County, Texas. When it is responsible under this paragraph to do so, ***JOHNSON COUNTY***, Texas, agrees to promptly pay for any and all medical care and associated costs directly to the provider of such care.

The Facility Administrator shall notify the ***JOHNSON COUNTY*** Juvenile Probation Department of such an emergency within 24 (twenty-four) hours of its occurrence or as soon thereafter as practical, but in no event later than three (3) working days.

VII. PLACEMENT OF CHILDREN

Prior to transporting a child to the Facility, the ***JOHNSON COUNTY*** Juvenile Probation Department and/or ***JOHNSON COUNTY***, Texas, officials requiring and authorizing placement of the child shall secure from the Facility a written letter of acceptance regarding said child. Placement of a child from ***JOHNSON COUNTY*** may be denied if the following occur: (1) the child is found not to be suitable for placement in the facility; or (2) space limitations do not permit such placement as may be determined in the sole judgment of the Denton County Facility Administrator.

Children from ***JOHNSON COUNTY***, Texas, who are adjudicated in accordance with the provisions of Title 3 of the Texas Family Code, Juvenile Justice Code, shall be admitted to the Facility only under authority of the Juvenile Court of ***JOHNSON COUNTY***, or its designated official. A certified copy of the Adjudication and Disposition Order must be delivered to the Facility prior to or contemporaneous with the child's admission.

No child shall be admitted to or detained in the Facility under this agreement in violation of any state or federal law, including but not limited to, the provisions of Family Code § 54.011 regarding the detention of status offenders.

The Denton County Juvenile Probation Department agrees that the Facility will accept any child qualified hereunder to be admitted, without regard to such child's religion, race, creed, color, sex, or national origin.

If a child is accepted by the Facility from ***JOHNSON COUNTY***, Texas, and such child thereafter is found to be, in the sole judgment of the Denton 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 residents of the

Facility, the administrator shall, upon notification to the ***JOHNSON COUNTY*** Juvenile Court Judge or designated juvenile office, have said child immediately removed and transported from the Facility by a juvenile probation or detention officer of ***JOHNSON COUNTY***, Texas. If ***JOHNSON COUNTY***, Texas, fails to remove such child within 24 hours of said notification, Denton County, Texas, shall transport said child to the ***JOHNSON COUNTY*** juvenile probation official and the
JOHNSON COUNTY Juvenile Probation Department and ***JOHNSON COUNTY***, Texas, shall reimburse Denton County for such at the rate of $50.00 per hour for time spent in transport, including but not limited to the return trip and actual time spent in ***JOHNSON COUNTY***, Texas, plus mileage at the highest current rate allowed under Texas state law for reimbursement to state employees.

It is agreed by the parties hereto that children placed in the Facility under the proper order of a court exercising juvenile jurisdiction in ***JOHNSON COUNTY***, Texas, shall remain detained therein except that the staff of either the Facility or the ***JOHNSON COUNTY*** Juvenile Probation Department may have the child participate in community activities.

It is expressly understood and agreed by the parties that the Juvenile Court of Denton County, Texas shall not exercise any direct authority over a child placed at the Facility pursuant to this Agreement.

It is agreed by the parties hereto that nothing in this Agreement shall be construed to permit the ***JOHNSON COUNTY*** Juvenile Probation Department; ***JOHNSON COUNTY***, Texas; and its agents, officials or employees in any way to manage, control, direct or instruct the Denton County Juvenile Detention Center, 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.

The ***JOHNSON COUNTY*** Juvenile Probation Department and ***JOHNSON COUNTY***, Texas, warrant that all children placed in the Facility have been legally detained under state and/or federal law.

VIII. DUTY TO REPORT

As required by §261.101 and §261.405 of the Texas Family Code and §358.360 of the Texas Administrative Code, the Facility shall report any allegation or incident of abuse, exploitation or neglect of any child alleged to have occurred outside of the juvenile justice system within twenty-four (24) hours from the time the allegation is made, to all of the following:

1. The Texas Department of Family and Protective Services (DFPS), Texas Commission on Alcohol and Drug Abuse, or the Texas Department of State Health Services;
2. Local law enforcement agency (such as the County Sheriff's Office); and
3. The ***JOHNSON COUNTY*** Juvenile Probation Department.

As required by §358.300 (a)-(c) of the Texas Administrative Code, the Facility shall report any allegation or incident of abuse, exploitation, or neglect of a juvenile, alleged to have occurred while the juvenile is or was on the premises of a juvenile probation department, confined in a juvenile justice facility, or participating in a juvenile justice program within twenty-four (24) hours from the time the allegation is made, to all of the following:

1. The Texas Juvenile Justice Department;
2. Local law enforcement (such as the County Sheriff's Office) ; and
3. The ***JOHNSON COUNTY*** Juvenile Probation Department.

As required by §358.300 (a), (b), and (d)) of the Texas Administrative Code, the Facility shall report any allegation or incident of serious physical abuse or sexual abuse of a juvenile alleged to have occurred while the juvenile is or was on the premises of a juvenile probation department, confined in a juvenile justice facility, or participating in a juvenile justice program to all of the following in the time frames prescribed:

1. Local law enforcement (such as the County Sheriff's Office) by phone within one (1) hour from the time the allegation is made; and
2. The Texas Juvenile Justice Department by phone within four (4) hours from the time the allegation is made. Within twenty-four (24) hours from the report by phone, the Facility shall submit a completed Incident Report Form to the Texas Juvenile Justice Department at abuseneglect@tjjd.texas.gov and to the ***JOHNSON COUNTY*** Juvenile Probation Department.

As required by §358.300 (a) and (e) of the Texas Administrative Code, the Facility shall report the death of a juvenile that occurs while the juvenile is or was on the premises of a juvenile probation department, confined in a juvenile justice facility, or participating in a juvenile justice program; or emanates from an illness, incident or injury that occurred or was discovered or reported on the premises of a juvenile probation department, facility, or program; or occurs while in the presence of an employee, intern, volunteer, contractor, or service provider regardless of location, to all of the following in the time frames prescribed:

1. Local law enforcement (such as the County Sheriff's Office) by phone within one (1) hour from the time the allegation is made; and
2. The Texas Juvenile Justice Department by phone within four (4) hours from the time the allegation is made. Within twenty-four (24) hours from the report by phone, the Facility shall submit a completed Incident Report Form to the Texas Juvenile Justice Department at abuseneglect@tjjd.texas.gov and to the ***JOHNSON COUNTY*** Juvenile Probation Department.

As required by §358.600 of the Texas Administrative Code, the Facility shall report any allegation or occurrence of a serious incident, as defined in §358.100 (21) and further defined in §358.100 (3), (4), (6), (20), (30), and (31), while the child is or was on the premises of a juvenile probation department, confined in a juvenile justice facility, or participating in a juvenile justice program, within twenty-four (24) hours from the time the allegation is made or occurrence is known, to all of the following:

1. The Texas Juvenile Justice Department;
2. Local law enforcement (such as the County Sheriff's Office) ; and
3. The ***JOHNSON COUNTY*** Juvenile Probation Department.

As required by §358.340 of the Texas Administrative Code, the Facility shall ensure the right of juveniles in the Facility to report allegations of abuse, neglect, exploitation and death, directly to the Texas Juvenile Justice Department, by way of the following provisions:

1. Juveniles shall be advised in writing during orientation to the Facility of the right to report allegations of abuse, neglect, exploitation, or death directly to the Texas Juvenile Justice Department;
2. Juveniles shall be advised in writing, during orientation to the Facility, of the Texas Juvenile Justice Department's toll-free number (877-786-7263) available for reporting allegations of abuse, neglect, exploitation or death;

3. The Facility shall have written policies and procedures that provide for a juvenile's reasonable, free and confidential access to the Texas Juvenile Justice Department for reporting allegations of abuse, neglect, exploitation or death; and
4. Upon request of a juvenile, the Facility shall facilitate the juvenile's unimpeded access to the Texas Juvenile Justice Department to report allegations of abuse, neglect, exploitation or death.

IX. INDEMNIFICATION

Denton and* JOHNSON *Counties agree and acknowledge that each entity is not an agent of the other entity and that each entity shall be responsible for its own acts or omissions or other tortuous conduct and of those of its agents or employees in the course of performance of this Agreement, without waiving any sovereign or governmental immunity available to either County under Texas law and without waiving any available defenses under Texas law. This Agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment applicable to the other party. Nothing in this Agreement shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

X. DEFAULT

Either party to this Agreement may, by written notice of default to the defaulting party's Juvenile Chief, through certified mail return receipt requested and submitted to the applicable address in Article XV of this Agreement, 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 of notice of such failure or as extended by written authorization of the non-defaulting County.

XI. TERMINATION

Notwithstanding any other provision in this Agreement, either the Denton County Juvenile Probation Department and Denton County, Texas; or the ***JOHNSON COUNTY*** Juvenile Probation Department and ***JOHNSON COUNTY***, Texas, may terminate the Agreement by notifying the other party in writing at the addresses specified herein for delivery of notices, by certified mail, return receipt requested or by personal delivery at said addresses of the terminating party's intention to terminate the Agreement thirty (30) calendar days after receipt of notice. At the end of the thirty
(30) day period, this Agreement shall terminate without penalty and become null and void and be of no further force or effect.

After receipt of notice of termination, the ***JOHNSON COUNTY*** Juvenile Probation Department and ***JOHNSON COUNTY***, Texas, shall remove all children placed in the Facility on or before the termination date. No child shall be accepted by the Facility after receipt of said notice.

XII. NOTICES

All notices, demands, or other writings may be delivered by either party hereto to the other by certified mail, return receipt requested or other reliable courier at the following addresses:

To DENTON COUNTY: Denton County Juvenile Probation
Attn: Matt Marick

210 S. Woodrow Lane
Denton, TX 76205

To JOHNSON COUNTY: Johnson County Juvenile Probation
Attn: Steve Gant
1102 E. Kilpatrick, Suite C
Cleburne, TX 76031

The addresses to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

XIII. OFFICIALS NOT TO BENEFIT

No official, member, or employee of Denton County or ***JOHNSON COUNTY*** and no member of their governmental bodies, and no other public officials of the Denton County Juvenile Probation Department or the ***JOHNSON COUNTY*** Juvenile Probation Department who exercise any function or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest and shall not have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

No member of or Delegate to the Congress of the United States of America, no Resident Commissioner, or official of the State of Texas shall be allowed any share or part of this Agreement, or any benefit that may arise therefrom.

The Denton County Juvenile Probation Department agrees to insert the paragraphs of clause ***XIII "OFFICIALS NOT TO BENEFIT"*** into all subcontracts entered into in the performance of the work assigned by this agreement.

XIV. VENUE

The law of the State of Texas shall govern this Agreement. Venue of any dispute or matter arising under this Agreement in which ***JOHNSON COUNTY***, Texas is named as a Defendant or Respondent shall lie in ***JOHNSON COUNTY***, Texas. Venue of any dispute or matter arising under this Agreement in which Denton County, Texas or any employee of Denton County, Texas is named as a defendant or respondent shall lie in Denton County, Texas.

XV. INTERPRETATION OF CONTRACT; MISCELLANEOUS PROVISIONS

This Agreement supersedes all previous Agreements between the parties for these purposes. Said previous Agreements shall terminate, become null and void, and be of no further force or effect on the effective date of this Agreement.

In the event that any provision of this Agreement shall be held illegal or unenforceable, such provision shall be severed and shall be null and void, but the balance of the Agreement shall continue in full force and effect.

This Agreement this date executed is made by and between the parties hereto; it being declared the intention of the parties hereto that the above and foregoing Agreement is a contract providing for the care of juveniles who have allegedly committed an act of delinquent conduct or an act indicating a need for supervision and payment for such care by ***JOHNSON COUNTY*** and

the JOHNSON *COUNTY* Juvenile Probation Department for such juveniles placed in the Facility by the Judge of *JOHNSON COUNTY* and the *JOHNSON COUNTY* Juvenile Probation Department exercising juvenile jurisdiction.

A waiver by either party of a breach or failure to perform shall not constitute a waiver of any subsequent breach or failure. In order to be effective, any waiver must be in writing and signed by a representative of the party waiving any right or requirement.

The headings used in this Agreement are for convenience only and shall not be used to limit or construe the contents of any of the sections of the Agreement.

Notwithstanding any other provision to the contrary, this Agreement may be terminated at any time without any penalty to *JOHNSON COUNTY* if funds related to *JOHNSON COUNTY*'s payment of this Agreement are not available or are not appropriated by *JOHNSON COUNTY*, Texas and/or the State of Texas.

The undersigned officer and/or agents of the parties hereto are the properly 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.

FULLY EXECUTED this 12th day of August, 2026 WHICH MAY BE ELECTRONICALLY SIGNED. THAT ANY DIGITAL OR ELECTRONIC SIGNATURES (INCLUDING PDF, FACSIMILE, OR ELECTRONICALLY IMAGED SIGNATURES FROM A DIGITAL SIGNATURE PROVIDER) SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL BEARING HANDWRITTEN SIGNATURES, AND DELIVERY OF ANY SUCH ELECTRONIC SIGNATURE TO, OR A SIGNED COPY OF, THIS AGREEMENT AND ANY RELATED DOCUMENTS MAY BE MADE BY EMAIL, FACSIMILE OR OTHER ELECTRONIC TRANSMISSION.

DENTON COUNTY, TEXAS

Chief Probation Officer

JOHNSON COUNTY, TEXAS

Chief Probation Officer

8-12-26

Date

Juvenile Board Chairman

8-12-26

Date

Christopher Boedecker
Johnson County Judge

8-24-26

Date

Johnson County Clerk
April Long or Deputy County Clerk

8-24-24
Date

APPROVED AS TO LEGAL FORM:

Denton County District Attorney's Office, Civil Division
August 23, 2022