AGENDA ITEM
CA27

AGENDA PLACEMENT FORM

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

Date: August 18, 2026

Meeting Date: September 14, 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

9.14.2026

Description:

Consideration and Approval of Victoria County Contract and Agreement for Secure Short-Term Detention 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 FOR SECURE SHORT-TERM DETENTION OF JUVENILE OFFENDERS SPACE AVAILABLE

STATE OF TEXAS
COUNTY OF VICTORIA

VICTORIA COUNTY JUVENILE BOARD
VICTORIA COUNTY JUVENILE JUSTICE CENTER
Detention Services

September 1, 2026 - August 31, 2027

This Agreement is entered into by and between **Johnson County**, acting by and through its duly authorized representative (hereinafter "Juvenile Probation") and the **Victoria County Juvenile Board,** acting by and through its duly authorized representative and the County Judge, concerning detention services provided at the **Victoria County Juvenile Justice Center** (hereinafter "the Facility") by the **Victoria County Juvenile Services Department** (hereinafter "Service Provider") pursuant to license granted by the Texas Juvenile Justice Department and/or any other appropriate State agency with licensure or regulatory authority over this facility ("Service Provider").

ARTICLE I
PURPOSE

1.01 Whereas **Johnson County**, in order to carry out and conduct its juvenile program in Accordance with the Juvenile Justice Code, Title III of the Texas Family Code has need of the use of detention facilities to house and maintain children of juvenile age, who are referred to a detention facility for act(s) of delinquency or act(s) indicating a need for supervision, during pre-trial and pre-dispositional status or in the post-dispositional treatment prescribed by the Court. The placement facility to be utilized is owned and operated by Service Provider, and is located at 97 Foster Field Dr, Victoria, Texas 77904.

ARTICLE II
TERM

2.01 The term of this Agreement is for 12 months commencing **September 1, 2026 - August 31, 2027**. It shall be automatically renewed for one-year terms thereafter, commencing September 1st and ending August 31st, 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 Agreement.

ARTICLE III
PROVISIONS OF SERVICES

3.01 A. Service Provider will provide: room and board, supervision twenty-four hours per day, seven days a week; routine medical examination and treatment within the Facility (but shall not provide or pay for emergency examination, treatment, or hospitalization outside the Facility); an approved education program; recreation facilities; and counseling to each child placed within the Facility.

B. If emergency examination, EMS treatment, health care treatment and/or hospitalization outside the Facility ("Outside Treatment") is required for a child placed in the Facility, the Administrator of the Facility is authorized to secure the Outside Treatment at the expense of Juvenile **Probation** and agrees to reimburse Service Provider, its officers, directors, representatives, agents, shareholders and employees for any and all liability for charges for Outside Treatment. The Administrator shall notify the appropriate **Juvenile Probation** officials of Outside Treatment with twenty-four (24) hours of its occurrence.

C. Children from **Juvenile Probation** who are alleged to have engaged in delinquent conduct, or conduct indicating a need for supervision, as reflected in a Child in Need of Supervision Order (CINS) will be admitted to the facility under the authority of any Juvenile Court having jurisdiction or its designated official. Children not released within forty-eight (48) hours (excluding weekends and holidays) must have a detention hearing in the appropriate Juvenile Court in accordance with the Texas Family Code, Title III (Section 54.01). If the child is ordered detained, a certified copy of the Detention Order must be delivered to the detention Facility prior to the child's re-admission.

D. Each child placed in the Facility shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the Facility.

E. Acceptance of a child by the Facility will be determined by space availability. Service Provider reserves the right to refuse admission of any child deemed inappropriate. Service Provider has resolved to operate the Facility in compliance with the Juvenile Justice and Delinquency Prevention Act, and therefore, Service Provider will not accept children whose detention would prevent the Facility from complying with the Juvenile Justice and Delinquency Prevention Act or those "juveniles who are charged with or has committed offenses that would not be criminal if committed by an adult or offenses which do not constitute violations of valid court order, or such non-offenders as dependent or neglected children." Section 223(a) (12) (A), Juvenile Justice Delinquency Prevention Act. No child who is intoxicated or in need of immediate medical attention will be accepted under any circumstances without having been seen, treated and released by a medical professional.

If a child is accepted by the Facility from **Juvenile Probation** and the child thereafter is determined to be, in the sole judgment of the Administrator, mentally or physically unfit, dangerous, unmanageable, unsuitable for the program or combination of such conditions or whose mental or physical conduct would or might endanger the other occupants of the Facility, then the Administrator shall notify Juvenile Probation of this determination. The child shall immediately be removed from the Facility but in no event no longer than forty eight (48) hours after notification. It will be the responsibility of **Juvenile Probation,** at its expense, to provide for the transportation for the removal of the child.

F. Service Provider agrees that the facility will accept any child who qualifies, without regard to such child's religion, race, creed, sex or national origin.

G. It is further understood and agreed by the parties that children placed in pre-adjudication care in the Facility shall be removed from the Facility by the appropriate authorities from **Juvenile Probation**, or its agents, servants or employees at the conclusion of the ten (10) day working period authorized by the Court Order issued at the conclusion of the initial detention hearing by the Judge of the appropriate Juvenile Court unless a new Order has been issued authorizing the continued detention, and a copy of the new Order has been delivered to the Facility, or unless a waiver of the ten (10) working day hearing has been executed and a signed copy of the waiver is received by the Facility. A copy of the Order

issued pursuant to the waiver shall be furnished to the Facility. The same understanding and agreement between the parties exists with the exception that court orders may authorize detention for up to fifteen (15) working days after the initial hearing and detention period.

H. It is further understood and agreed by the parties that, children may be released to the Probation Officer or other appropriate authority of **Juvenile Probation** pursuant to: (a) paragraph E of this Article, (b) an Order of Release signed by the Judge of the Juvenile Court of the **Johnson County**.

J. Service Provider shall be in compliance with all standards and requirements of the Texas Juvenile Justice Department and all applicable State and Federal law.

K. Service Provider shall provide twenty (24) hour supervision for each child, including awake staff during sleeping hours in a Secure Facility.

L. Each child placed in the Facility shall be provided the opportunity to complete the Massachusetts Youth Screening Instrument (MAYSI-2) as required by the Texas Juvenile Justice Department. Facility personnel administering the MAYSI-2 shall be properly trained, sign the warning page, and document time and date administered. The MAYSI-2 shall then be promptly provided to Juvenile Probation of the detaining county.

M. Each child placed in the Facility shall be enrolled in an educational program. Special steps shall be taken to comply with requirements of Special Education students and their needs.

N. It is further understood and agreed by the parties that nothing in this contract shall be construed to permit Juvenile Probation, its agents, servants, or employees any way to manage, control, direct or instruct Service Provider, its directors, officers, employees, agents, shareholders and designees in any manner respecting its work, duties or functions pertaining to the maintenance and operation of the Facility. However, it is also understood that the Juvenile Court of **Johnson County** shall control the conditions and terms of detention supervision as to a particular child pursuant to the Texas Family Code, Section 51.12.

ARTICLE IV
COMPENSATION

4.01 For and in consideration of the above-mentioned services, Juvenile Probation agrees to pay Service Provider the sum of **$230.00** per day for each child. The daily rate shall be paid to Service Provider for each day a child is in detention. The cost is based on the projected actual cost of care for children in the facility. Juvenile Probation shall receive a detailed statement each month when it has placed a child in the Facility.
Payment is due within 30 days of receipt of billing and shall be mailed to:

Victoria County Juvenile Justice Center
97 Foster Field Dr.
Victoria, Texas 77904
ATT: Pama Hencerling, Chief JPO

4.02 Psychological services will be provided to the child on an as needed basis at the request of the Juvenile Probation Department and shall be paid for by the Department.

4.03 Service Provider will submit an invoice for payment of services to Juvenile Probation on a monthly basis. Said invoice shall be submitted with ten (10) working days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to: to be attributed to specific clients if appropriate, date service was rendered, total daily cost, and total monthly cost. Each invoice received for payment will be reviewed by Juvenile Probation in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Juvenile Probation in a timely manner.

4.04 Service Provider shall account separately for the receipt and expenditure of any and all state funds received from Juvenile Probation under this contract. Service Provider shall account separately for state funds received and expended utilizing the following Generally Accepted Accounting Practices (GAAP):

1. Service Provider has an outside audit completed on a yearly basis which specifies receipt and expenditure of State funds. Service Provider shall forward a copy of the annual outside audit to Juvenile Probation by March 1 following the end of the fiscal year.
2. If Service Provider does not obtain an annual outside audit, then Service Provider shall provide a separate accounting of funds received from Juvenile Probation in whole or in part paid from state funds. The accounting shall clearly list the state funds received from Juvenile Probation and account for expenditures of said funds including documentation of appropriate expenditures as well as the year's tax forms and documentation. The accounting shall be provided to Juvenile Probation thirty (30) days prior to the renewal date of the contract.

4.05 It is understood and agreed by Service Provider that this Agreement is funded in whole or in part with grant or state funds and shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

4.06 Service Provider agrees to make claims for payment or direct any payment disputes to Juvenile Probation's Fiscal Officer. Service Provider will not contact other department employees regarding any claims of payment.

4.07 Service Provider will provide certification of eligibility to receive State funds as required by Texas Family Code Section 231.006.

4.08 Except to the extent that a party to this Agreement seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.

4.09 In the event that State Reimbursement Rates are increased during the duration of the terms of this contract, the new rates will become effective reflecting those of the increase.

ARTICLE V
ADDITIONAL TERMS & AGREEMENTS

5.01 Prior to transporting a child to the Facility for placement in Secure Short-Term Detention, Juvenile Probation shall call the Facility to ensure that space is available. Placement of children by authorized officers of Juvenile Probation may be denied if the Facility, in its sole discretion, determines that there are space limitations.

5.02 A child will only be accepted in the Facility upon receipt by the Facility Administrator of a proper order/authorization from the Juvenile Court of **Johnson County**.

ARTICLE VI
EXAMINATION OF PROGRAM & RECORDS

6.01 Service Provider agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this agreement and/or to review its record periodically. This examination and evaluation of the program may include site visitation, observation of programs in operation, interview and the administration of questionnaires to the staff of Service Provider and the children when deemed necessary.

6.02 Service Provider shall provide to Juvenile Probation such descriptive information on contracted children as requested on forms provided by Juvenile Probation.

6.03 For purpose of evaluation, inspection, auditing or reproduction, Service Provider agrees to maintain and make available to authorized representatives of the State of Texas or Juvenile Probation any and all books, documents or other evidence pertaining to the costs and expenses of this Agreement.

6.04 Service Provider will keep a record of all services provided to Juvenile Probation under this Agreement, and upon reasonable notice will provide information, records, papers, reports, and other documents regarding services furnished as may be requested by Juvenile Probation. Service Provider will maintain the records (as referenced above) for seven (7) years after the termination of this Agreement.

6.05 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. Contractor 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. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards."

6.06 Required Contract Provision for Contracts Subject to Federal Award (if applicable): Pursuant to 2 CFR 200.326, a non-Federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. Applicable clauses are incorporated by reference in to this Agreement should it be subject to Federal award.

ARTICLE VII
CONFIDENTIALITY OF RECORDS

7.01 Service Provider shall maintain strict confidentiality of all information and records relating to children involved in Juvenile Probation, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

ARTICLE VIII
DUTY TO REPORT

8.01 Allegations Occurring Inside the Facility. As required by Texas Family Code Chapter 261 and Title 37 Texas Administrative Code Chapter 358, or successor provisions, Service Provider, and any of its employees, interns, volunteers or contractors, shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving a child in a juvenile justice facility or juvenile justice program in the following manner:

A. For all allegations and incidents except sexual abuse and serious physical abuse: within twenty-four (24) hours from the time the allegation is made, to the following:

1. Local law enforcement agency; and

2. Texas Juvenile Justice Department by submitting a TJJD Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call). In addition, for serious incidents, a treatment discharge form or other medical documentation that contains evidence of medical treatment pertinent to the reported incident shall be submitted to the Texas Juvenile Justice Department within 24 hours of receipt; and

3. With respect to juveniles placed by Juvenile Probation, the TJJD Incident Report Form shall also be sent to Juvenile Probation within 24 hours at facsimile number 817-556-6877 and Service Provider shall contact Juvenile Probation by telephone at 817-556-6880 within 24 hours.

B. For allegations and incidents of sexual abuse or serious physical abuse:

1. Local law enforcement agency immediately, but no later than one (1) hour from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone to law enforcement;

2. Texas Juvenile Justice Department immediately, but no later than four (4) hours from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone by calling toll-free 1-877-786-7263. Within 24 hours of the report by phone, the completed TJJD Incident Report Form shall be submitted by facsimile number 1-512-424-6717 or by email; and

3. With respect to children placed by Juvenile Probation, the TJJD Incident Report Form shall also be sent to Juvenile Probation within 24 hours at facsimile number at 817-556-6877.

8.02 Allegations Occurring Outside the Facility. Any person who witnesses, learns of, receives an oral or written statement from an alleged victim or other person with knowledge or who has a reasonable belief as to the occurrence of alleged abuse, neglect, exploitation, death or other serious incident involving a juvenile, but that is not alleged to involve an employee, intern, volunteer, contractor, or service provider of a program or facility, shall be immediately reported to law enforcement or to other appropriate governmental unit as required in Texas Family Code Chapter 261.

8.03 As used within this Agreement:

A. An allegation or incident includes the witnessing, learning, or receiving an oral or written statement from an alleged victim or other person with reasonable belief or knowledge as to the occurrence or an alleged abuse, neglect, exploitation, death or other serious incident involving a juvenile in a juvenile justice facility or juvenile justice program.

B. A serious incident is attempted escape, attempted suicide, escape, reportable injury, youth-on-youth physical assault or youth sexual conduct.

C. Sexual abuse is conduct committed by any person against a juvenile that includes sexual abuse by contact or sexual abuse by non-contact.

D. Serious physical abuse is bodily harm or condition that resulted directly or indirectly from the conduct that formed the basis of an allegation of abuse, neglect or exploitation, if the bodily harm or condition requires medical treatment by a physician, physician assistant, licensed nurse practitioner, emergency medical technician, paramedic or dental.

E. A juvenile justice facility is a facility, including its premises and affiliated sites, whether contiguous or detached, operated wholly or partly by or under the authority of the governing board, juvenile board or by a private vendor under a contract with the governing board, juvenile board or governmental unit that serves juveniles under juvenile court jurisdiction. The term includes: a public or private juvenile post-adjudication secure correctional facility required to be certified in accordance with the Texas Family Code; and a public or private non-secure juvenile post-adjudication residential treatment facility housing juveniles under juvenile court jurisdiction.

F. A juvenile justice program is a program or department operated wholly or partly by the governing board, juvenile board or by a private vendor under contract with the governing board or juvenile board that serves juveniles under juvenile court jurisdiction or juvenile board jurisdiction. The term includes a juvenile justice alternative education program and a non-residential program that serves juvenile offenders while under the jurisdiction of the juvenile court or juvenile board jurisdiction and a juvenile probation department.

ARTICLE IX
CRIMINAL HISTORY SEARCHES

9.01 Criminal history searches shall be conducted by Service Provider for any and all of its employees, interns, volunteers or contractors providing services in a juvenile justice facility or juvenile justice program that may have direct unsupervised access to children in the facility or program.

9.02 Criminal history searches shall include the following:

A. Texas criminal history fingerprint-based criminal history background search through the Texas Department of Public Safety.

B. Local law enforcement sex offender registration records check through the Public Sex Offender Registry on the Texas Department of Public Safety website.

C. Federal Bureau of Investigation fingerprint-based criminal history background search at the National Crime Information Center; internet-based searches shall not be used to conduct this background search.

9.03 A copy of the initial criminal history report required by this Agreement and any reports reflecting subsequent criminal activity shall be maintained for monitoring purposes for whichever of the following occurs later: duration of the individual's employment or period of service; minimum of three (3) years; or until any pending litigation, claim, audit or review and all questions arising there from have been resolved.

9.04 As used within this Agreement, a disqualifying criminal history is a history that includes any one of the following:

A. A felony conviction against the laws of this state, another state, or the United States within the past ten 10) years;

B. A deferred adjudication for a felony against the laws of this state, another state, or the United States within the past ten (10) years;

C. A current felony deferred adjudication, probation or parole;

D. A jailable misdemeanor conviction against the laws of this state, another state, or the United States within the past five (5) years;

E. A deferred adjudication for a jailable misdemeanor against the laws of this state, another state, or the United States within the past five (5) years;

F. A current jailable misdemeanor deferred adjudication, probation or parole; or

G. The requirement to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure.

9.05 In addition to the criteria and time frames set forth in the above definition of disqualifying criminal history, an individual must not have direct unsupervised access to children in a facility or program until at least one year has elapsed since the completion of any period of incarceration, community supervision, or parole.

9.06 Any of Service Provider's employees, interns, volunteers or contractors with a disqualifying criminal history shall be prohibited from having direct unsupervised access to children in a juvenile justice facility or a juvenile justice program.

ARTICLE X
DISCLOSURE OF INFORMATION

10.01 Service Provider warrants that, prior to entering this contract, it has verified and disclosed the following information to Juvenile Probation, and agrees that it shall have an ongoing affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail this same information to Juvenile Probation:

A. Any and all corrective action required by any of Service Provider's licensing authorities;

B. Any and all litigation filed against Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with children;

C. Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of Service Provider that has direct contact with children;

D. Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with children was the alleged or designated perpetrator;

E. The identity of any of the Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with children that are registered sex offenders; and

F. The identity of any of Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with children that have a criminal history. For the purpose of this Agreement, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

10.02 Service Provider agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to Juvenile Probation any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider, prior to placing that individual in a position that involves direct unsupervised contact with juveniles in a juvenile justice facility or juvenile justice program.

10.03 The Service Provider will disclose to Juvenile Probation any pending or initiated criminal or governmental investigations, and results/findings related to the facility. Service Provider and the Juvenile Probation both acknowledge and understand providing placement to juveniles involved in criminal justice proceedings, subjects the personal and professional conduct of employees of both entities to a higher level of scrutiny that it would otherwise in a private setting.

10.04 Both Service Provider and Juvenile Probation understand that any personal or professional conduct of any employees of either Service Provider or Juvenile Probation party that reflects poorly on the credibility or professional opinion of such employee or Service Provider staff member may be required to be disclosed to the Court handling the juvenile's case and/or attorneys or prosecutors involved in legal proceedings.

ARTICLE XI
EQUAL OPPORTUNITY

11.01 Service Provider agrees to respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against employee, prospective employee, child, childcare provider, or parent on the basis of race, sex, religion, disability or national origin. Service Provider shall abide by all applicable federal, state and local laws and regulations.

ARTICLE XII
ASSIGNMENT & SUBCONTRACT

12.01 Service Provider may not assign or subcontract any of its rights, duties and /or obligations arising out of this Agreement without the written consent of Juvenile Probation.

ARTICLE XIII
OFFICIALS NOT TO BENEFIT

13.01 No officer, employee or agent of Juvenile Probation 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 who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XIV
DEFAULT

14.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement, as it deems appropriate, in any one of following circumstances:

A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or

B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms and in either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.

ARTICLE XV
TERMINATION

15.01 The parties understand and agree that after a good faith effort has been made toward the success and performance of the Agreement between the Parties, if either party believes in its sole judgment that the Agreement between the Parties cannot be successfully continued for any reason, either party may terminate the Agreement thirty (30) calendar days from receipt of said notice. Thereafter, the Agreement between the Parties shall terminate, become null and void, and be of no further force or effect.

15.02 The Agreement between the Parties shall immediately and automatically terminate upon the occurrence of any one of the following:

A. Dissolution of the Service Provider.

B. Service Provider abandons or fails to perform its duties in accordance with the provision of the Agreement and this Addendum, or any other duties required of the Service Provider under this Agreement.

C. Failure of Service Provider to perform its responsibilities under the Agreement or this Addendum in the highest professional manner.

D. Any substantiated allegation of criminal wrongdoing on the part of the Service Provider would materially interfere with the performance of the duties set out herein.

E. Failure of Service Provider to cure any default or breach under this Agreement within ten (10) days after receiving notice in writing.

F. Whenever Service Provider and Juvenile Probation mutually agree to terminate in writing.

15.03 Upon termination of this Agreement under any provision, Service Provider shall be entitled to receive only the unpaid accrued compensation as of the date of termination minus any reasonable costs incurred by Juvenile Probation to fulfill Service Provider's obligations under this Agreement.

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

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

B. Termination Without Cause: This Agreement may be terminated by either party upon thirty (30) days written notice of the other party of its intent to terminate this Agreement.

C. Termination by Mutual Consent: This Agreement 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.

D. Negotiation Prior to Termination: If a party gives notice of its intent to terminate this Agreement, the Service Provider and Juvenile Probation will attempt to resolve any issues related to the anticipated termination in good faith during the notice period. During this time, Juvenile Probation will continue to have the responsibility to pay for provided services, and the Service Provider will continue to have the responsibility to provide services in the manner specified in this Agreement. However, Juvenile Probation retains the option to withhold, suspend, or reduce payment for instances of noncompliance or substandard compliance to the terms and conditions of this Agreement.

E. Effect of Termination: Except as expressly provided herein, upon termination of this Agreement, the Service Provider and Juvenile Probation will be discharged from any further obligation created under the terms of this Agreement, 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

Agreement. Termination of this Agreement can render the Service Probation ineligible for future agreements with **Johnson** COUNTY, TEXAS. In addition, the Service Provider agrees to refund past payment for services, responsibilities, or duties enumerated within this document that were not performed or completed.

15.05 Service Provider understands and agrees that noncompliance or substandard compliance of Service Provider 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, may allow Juvenile Probation to terminate this Agreement, and prohibit Service Provider from future contractual agreements with **Johnson** COUNTY, TEXAS.

15.06 CONTRACTOR understands that should any breach of this Agreement occur, COUNTY is entitled to refund of any payments made under this Agreement in which services were not rendered.

ARTICLE XVI
WAIVER OF SUBROGATION

16.01 Service Provider expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against Juvenile Probation. Service Provider also waives any rights it may have to indemnification from Juvenile Probation.

ARTICLE XVII
REPRESENTATIONS & WARRANTIES

17.01 Service Provider hereby represents and warrants the following:

A. That it has all necessary right, title, license and authority to enter into this Agreement.

B. That it is qualified to do business in the State of Texas; that it hold all necessary licenses and staff certifications to provide the type (s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operations of its business and that there are no taxes due and owing to the State of Texas, the County of **Victoria** or any political subdivision thereof. Victoria County will maintain in force policies of general liability insurance against loss to any person or property occasioned by acts or omissions of Service Provider providing limits of $1,000,000 Bodily and Property Damage Liability (CSL), Medical Expenses (per person) $5,000 and Damage to Rented Premises (per occurrence) $100,000.

C. Certificate of Liability Insurance shall be furnished to Juvenile Probation. Furthermore Juvenile Probation shall be notified immediately upon any changes in the status of the insurance policy and shall promptly furnish updated certificates of insurance to Juvenile Probation.

D. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation, neglect, death or serious incidents involving a child under the supervision of Juvenile Probation in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Justice Department administrative rules regarding abuse, neglect, exploitation, death or serious incidents; and that, if it has employees, interns, volunteers, subcontractors, agents and/or consultants that have contact with children in a juvenile justice facility or juvenile justice program, then it shall prominently post in all public and staff areas of any and all of its offices/facilities, both the English and Spanish language

versions of the following official notice forms that are available on the Texas Juvenile Probation Commission website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation.*

E. That it is not on Vendor Hold Status with the Texas Comptroller of Public Accounts.

F. That it will disclose to Juvenile Probation any pending, or initiated criminal, or governmental investigations and results/findings by, but not limited to the Federal Bureau of Investigation, Department of Justice, Texas Juvenile Justice Department, Texas Health and Human Services Commission, Texas Attorney General's Office, any local or state laws enforcement entity related to Service Provider, its employees, administrators, contractors, or advisory board members.

G. That it shall be in compliance withal standards and requirements of the Texas Juvenile Justice Department and all applicable State and Federal law.

ARTICLE XVIII
TEXAS LAW TO APPLY

18.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in **Victoria County**, Texas.

18.02 Service Provider verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

ARTICLE XIX
VENUE

19.01 To the extent permitted under the law, the venue for litigation arising from this Agreement is **Victoria County**, Texas.

ARTICLE XX
LEGAL CONSTRUCTION

20.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

ARTICLE XXI
PRIOR AGREEMENTS SUPERSEDED

21.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

This Contract and Agreement is executed with the declared intention of the parties that this Contract and Agreement is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating a need for supervision, and payment for such care will be made by Juvenile Probation for the children placed in the Facility by the Judge of **Johnson** County having juvenile jurisdiction

ARTICLE XXII
PRISON RAPE ELIMINATION ACT

22.01 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 detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile offenders. [PREA §115.312(a)].

Under PREA, Service Provider shall make available to the CPO 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 §115.387(e) and (f)]

Under PREA, the Service Provider shall be subjected to annual contract monitoring by Juvenile Probation to ensure that the Service Provider is complying with the PREA standards [PREA §115.312(b)]. To comply with this standard the Service Provider will make available to the CPO all incident-based aggregated sexual abuse data within 24-hours of the allegation.

Under PREA, Juvenile Probation will make the aggregated sexual abuse data for each Service Provider available to the public via the Juvenile Probation website [PREA §115.389(b)].

EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

IN WITNESS WHEREOF, we hereunto affix our signature this 20 day of July, 2026.

Victoria County Juvenile Justice Center

Ben Zeller, County Judge

Signature Page (Juvenile Contract for County Facility)

APPROVED AS TO FORM AND CONTENT for JOHNSON COUNTY:

Christopher Boedecker
Johnson County Judge

9.14.26
Date

Attest:

Johnson County Clerk,
April Long or Deputy County Clerk

9.14.26
Date

Steve McClure
Chairman, Juvenile Board

6-30-2026
Date

Steve G. Gant
Director, Juvenile Services

6-29-2026
Date