AGENDA ITEM
CA42

AGENDA PLACEMENT FORM

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

Date: August 27, 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 Contract for Detention Services Juvenile Pre-Adjudication Facility John R. Roach Juvenile Detention Center, Collin County, Texas

(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

STATE OF TEXAS

COUNTY OF COLLIN

CONTRACT FOR DETENTION SERVICES
JUVENILE PRE-ADJUDICATION FACILITY
JOHN R. ROACH JUVENILE DETENTION CENTER
COLLIN COUNTY, TEXAS

This agreement is made by and entered into and between the Collin County Juvenile Probation Departments, acting through the Collin County Juvenile Board, by its duly authorized representative, and Johnson County Juvenile Probation Department, acting through the Johnson County Juvenile Board by its duly authorized Chairman or its representative and thus being for the provision of pre-adjudication detention services as defined and described below and in any attachment hereto.

WITNESSETH

WHEREAS, the Collin County Juvenile Probation Department operates the Collin County Pre-Adjudication Facility (hereinafter referred to as Facility); and

WHEREAS, Johnson County Juvenile Probation Department, in order to carry out and conduct its juvenile program in accordance with the Texas Family Code, Title 3, Juvenile Justice Code, has need of the use of the Facility located in Collin County, Texas and operated under the authority of the Collin County Juvenile Board to house and maintain children (hereinafter referred to as child or client or student) of juvenile age, for pre-adjudication confinement; and

WHEREAS, the Collin County Juvenile Probation Department desires to make the Facility available to the Johnson County Juvenile Probation Department for such use and purpose, and Johnson County Juvenile Probation Department desires to contract for the use of said Facility; and

WHEREAS, the parties are political subdivisions of the State of Texas authorized to enter into Contract for such detention services pursuant to Chapter 791 of the Government Code (Tex. Rev. Civ. Stat).

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

TERMS

The terms of this agreement shall be from the effective date of August 1,2026 to July 31, 2027. It may thereafter be renewed annually at the discretion of the Collin County Juvenile Board and Johnson County Juvenile Board.

FACILITY OBLIGATIONS

The facility will provide a safe and secure environment, with room, board, supervision and care twenty-four (24) hours per day, seven (7) days per week, educational services as defined by the Texas Education Code, recreational facilities, medication management medical care, dental care, and therapeutic counseling/intervention for each youth placed in the facility.

EXAMINATION OF PROGRAM RECORDS

The Facility agrees that Johnson County Juvenile Probation Department may examine and evaluate its program of services provided under the terms of this contract and review the Facility records relating to Johnson County Juvenile Probation Department clients. This examination, evaluation and review may include unscheduled site visitation, observations of programs in operation, interviews, and the administration of questionnaires to the staff or the Facility and the child.

The Facility shall provide such descriptive information on children in the Facility as requested on forms provided by Johnson County Juvenile Probation Department.

The Facility agrees to maintain and make available for inspection, audit or reproduction books, documents and other evidence pertaining to the cost and expenses of this contract, (hereinafter called the Records), by authorized representative of Johnson County Juvenile Probation Department and/or the State of Texas.

The Facility agrees to maintain these Records for seven (7) years after final payment or until State-approved audit has been made and all questions there from are resolved.

CERTIFICATION OF ELIGIBILITY TO RECEIVE STATE FUNDS

Under section 231.006, Family Code, the Collin County Juvenile Probation Department certifies that it is not ineligible to receive state grants or loans and acknowledges that this contract 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 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 contract and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting, and auditing of such funds.

PRIVATE SERVICE PROVIDERS

In any contract with a private service provider to provide services to the clients under this contract, Collin County Juvenile Probation will require, in accordance with Texas Human Resource Code, Sect. 221.051 (a) such contract to include, (1) clearly defined contract goals, outputs and measurable outcomes that relate directly to program objectives, (2) clearly defined sanctions or penalties for failure to comply with or perform contract terms or conditions; and (3) clearly specified accounting, reporting, and auditing requirements applicable to money received under the contract.

Collin County Juvenile Probation will also use data relating to the performance of private service providers in prior contracts as a factor in selecting any providers to receive contracts to provide service Clients.

COMPENSATION

Collin County Juvenile Probation shall charge a FY2027 contract rate of **$227.00** per day that child is being provided detention services. Any and all medication needs as determined by the appropriate medical and/or dental practitioner will be billed according to the established bill of sale by the applicable vendor, when and where applicable.

The Collin County Juvenile Probation Department shall submit an invoice to Johnson County Juvenile Probation Department within (10) days after each billing period. Johnson County Juvenile Probation Department agrees to submit payment of Collin County Department of Juvenile Services within thirty (30) days after receipt of the invoice.

EMERGENCY MEDICAL OR DENTAL TREATMENT OF CHILD

Johnson County Juvenile Probation Department and the Collin County Juvenile Probation Department agree that if emergency examination, hospitalization and/or treatment outside the Facility is required for a child placed in the Facility by Johnson County Juvenile Probation Department, the administrator of the Facility is authorized to secure such emergency examination, hospitalization and/or treatment at the expense of the parent, and or insurance company or Johnson County Juvenile Probation department be billed for the same.

The Facility administrator or designee shall notify Johnson County Juvenile Probation Department immediately of such an emergency and no later than 24 (twentyfour) hours of its occurrence.

PRISON RAPE ELIMINATION ACT (PREA)

Service Provider shall adopt and comply with all federal, state, Department , 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 abuse and sexual harassment of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual abuse and sexual harassment in facilities housing adult and juvenile Offenders. [PREA §115.312(a)]

Under PREA, Service Provider is complying with PREA standards [PREA §115.312(b)] and shall make available to the Chief Juvenile Probation Officer, or designee, all incident-based aggregated data reports of sexual abuse at its facility within 24-hours of the allegation, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30th [PREA §115.387(e) and (f)]. **PREA Audit Report: August 26, 2025 available via departmental web-pages:** https://www.collincountytx.gov/courts/juvenile-probation/prea-compliance

PLACEMENT OF JUVENILES

Prior to transporting a child to the Facility, the Johnson County Juvenile Probation Department official authorizing placement of the juvenile shall secure written confirmation of acceptance from the Facility regarding said juvenile. The Johnson County Juvenile Probation on-call officer will serve as designee for placement approval.

Placement of a child from the Johnson County Juvenile Probation Department may be denied if the child is: (1) found to be unsuitable for placement in the Facility; or (2) space and/or staffing limitations do not permit such placement as may be determined at the sole judgment of the Collin County Facility Administrator or designee.

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

If a child is accepted into the Facility from Johnson County, and such child(ren) is subsequently found to be, in the sole judgment of the Facility Administrator,

mentally unfit, dangerous, or unmanageable and/or whose mental or physical condition could or might endanger other children/staff, the Facility Administrator or designee shall notify the Johnson County on-call officer or designee to request the child(ren) be promptly removed from the Facility. If the Johnson County Juvenile Probation Department fails to remove said youth within 24 hours, the youth will be transported to the Johnson County Probation Department in Johnson County by the Collin County Juvenile Probation Department, at the expense of the Johnson County Juvenile Probation Department at the established mileage reimbursement under Texas law for state employees.

The Collin County Juvenile Probation Department retains to right to release youth, with or without cause, should circumstances warrant said release in best interest of the Collin County Juvenile Probation Department. The Collin County Juvenile Probation Department agrees to notify the Johnson County Juvenile Probation Department of such pending releases prior to execution.

The Johnson County Juvenile Probation Department and Collin County Juvenile Probation Department agree the Johnson County Juvenile Probation Department will assume all judicial responsibilities for detention under the Texas Family Code pursuant to Section 54.01, including probable cause findings with Johnson County judiciary during business closures where applicable.

Juveniles of Johnson County who are adjudicated in accordance with provisions of Title 3 of the Texas Family Code, Juvenile Justice Code, shall be admitted to the Facility only under authority of the Johnson County Juvenile Court 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 juvenile's admission.

Collin County Juvenile Probation and Johnson County Juvenile Probation agree that nothing in this contract shall be construed to permit Johnson County Juvenile Probation, Johnson County, or its agents, officials, or employees in any way to manage, control, direct, or instruct the Collin County Juvenile Detention Center, its agents, officials, or employees in any manner, with respect to any of their assigned duties or functions pertaining to the maintenance and operations of the Facility.

DUTY TO REPORT

Pursuant to the Texas Family Code and the Texas Administrative Code governing such Facilities, the Facility shall report any allegations or incidents of abuse, exploitation, or neglect of any child.

The Facility shall report allegations or incidents of abuse, exploitation, or neglect of any child alleged to have occurred outside or inside the Facility as outlined in applicable law to all of the following:

1. Texas Department of Family and Protective Services (DFPS);

2. Local law enforcement of jurisdiction;
3. The Texas Juvenile Justice Department;
4. Johnson County Chief Juvenile Probation Officer or designee;

DEFAULT

Either party to this agreement may, by written notice of default to the defaulting party's Chief Juvenile Probation Officer and/or Board Chairman through certified mail return receipt requested, 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 juvenile probation department 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 probation department.

TERMINATION

Notwithstanding any other provision in this contract, either Collin County Juvenile Probation or the Johnson County Juvenile Probation Department may terminate the contract by notifying the other party in writing at the addresses specified herein for delivery of notices, by certified mail, return receipt requested, e-mail, or by personal delivery at said addresses of the terminating party's intention to terminate the contract thirty (30) calendar days after receipt of notice. At the end of the thirty (30) days period, this contract shall terminate and become null and void and be of no further force or effect.

After receipt of notice of termination, Johnson County Juvenile Probation Department shall remove child placed in the Facility on or before the termination date.

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 Collin County:

Collin County Juvenile Probation Services
Attn: Cynthia Porter Gore, Chief
4690 Community Ave., Suite 100
McKinney, Texas 75071
CGore@co.collin.tx.us

To Johnson County:

Johnson County Juvenile Probation Dept.
Attn: Steve Gant, Chief
1102 E. Kilpatrick Suite C
Cleburne, Texas 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 provide.

OFFICIALS NOT TO BENEFIT

No official, member, or employee of Collin County or Johnson County Juvenile Probation Department and no member of their governmental bodies, and no other public officials of the Collin County Juvenile Board or the Johnson County Juvenile Board 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 contract which affects his personal interest and shall not have any personal or pecuniary interest, direct or indirect, in this contract 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 contract, or any benefit that may arise there from.

The Collin County Juvenile Board agrees to insert this clause. OFFICIALS NOT TO BENEFIT into all subcontracts entered into in the performance of the work assigned by this agreement.

VENUE

The law of the State of Texas shall govern this contract and venue of any dispute or matter arising under this contract shall lie in Collin County.

INTERPRETATION OF CONTRACT

In the event that any provision of this contract 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 contract, 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 contract is a contract providing for the (1) care of juveniles who have been alleged to have engaged in delinquent conduct and/or conduct indicating a need for supervision in accordance with the provision of the Juvenile Justice Code, Title 3, and (2) payment for the such care by Johnson County Juvenile Probation Department for such juveniles placed in the Facility by the Judge of Johnson County exercising juvenile jurisdiction.

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.

INDEMNIFICATION

The Collin County Juvenile Probation Department and Johnson County Juvenile Probation Department acknowledge each entity as independent and that each shall be responsible for its own acts and/or omissions of its agents in the course of this service contract, without waiving any sovereign or governmental immunity available to either entity under Texas law.

Executed in duplicate originals this 25 day of August, 2026.

COLLIN COUNTY
JUVENILE PROBATION

Cynthia Porter Gore, Chief

08/26/2026
Date

Judge Cynthia Wheless, Chairman

08/26/26
Date

Johnson COUNTY
JUVENILE PROBATION

Steve Gant, Chief

8-25-26
Date

Judge Steven McClure, Chairman

8-26-2026
Date

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