AGENDA ITEM
CA63

AGENDA PLACEMENT FORM

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

Date: September 2, 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 Secure Services with Randall County

(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 RANDALL §

CONTRACT FOR SECURE SERVICES

This contract and agreement made and entered into by and between the County of Randall, acting by and through its duly authorized representative, the Chairman of the Juvenile Board of Randall County Texas, James W. Anderson, hereinafter referred to as "Youth Center of the High Plains" or "Youth Center", and the Juvenile Court(s) of Johnson County, hereinafter referred to as "Sending County," acting by and through its duly authorized representative Steve McClure, Chairman, to be effective October 1, 2026 through September 30, 2027, pursuant to the authority of Texas Government Code Chapter 791.

WHEREAS, Randall County desires to make the Youth Center of the High Plains available to Sending County for such use and purpose and said Sending County desires to contract for the use of said facility as described in:

X Attachment: Detention Services
X Attachment: Residential Services

I. Provision of Services

A. The Youth Center shall provide basic services, including standard supervision by qualified adults, food and snacks, recreation, personal hygiene items, transportation, school supplies, room, (rent, utilities, maintenance, telephone) and miscellaneous.

B. Routine medical care will be provided within the facility. All other haircuts, dental, medical, mental health, psychological testing, prescription medications, and laboratory services will be billed to Sending County.

C. If a child in the Youth Center becomes seriously ill, or is involved in a serious accident, the Youth Center will ensure that the child's parents and the Sending County are notified. The Youth Center shall notify the probation officer and parents immediately. If an emergency examination, treatment or hospitalization outside the facility is required for a child placed in the Youth Center by Sending County, the Administrative Staff of the Youth Center is authorized to secure such examination, treatment or hospitalization at a local medical facility at the expense of Sending County, which will be billed for the same.

D. If a child is accepted by the Youth Center from Sending County and the Administrative Staff has reason to believe that such child is mentally ill or suicidal, and has need of a mental health assessment, then the Administrative Staff shall notify Sending County, who shall then arrange for the child to be evaluated by a mental health professional. If the assessment determines that the child is in need of immediate mental health services and inappropriate for contractual services at the Youth Center of the High Plains, the Sending County may institute mental commitment proceedings. The Youth Center may, in its sole discretion, receive the child back into its custody, if such assessment does not indicate that the child is in need of immediate mental health services, or if the child is not committed to a mental health facility.

E. The Randall County Chief Juvenile Probation Officer or designee retains the right to direct Sending County to remove its children from the Youth Center based on local population needs and/or staffing requirements.

F. Payment is to be made monthly. Payment will be submitted to the Youth Center of the High Plains, Attn: Financial Secretary, at 9300 South Georgia, Amarillo, TX 79118 within approximately twenty (20) days from the last day of the month for which payment is being requested.

G. In accordance with Section 29.012(b)(1) of the Texas Public Education Code, as a condition of this contract, the Youth Center shall notify the Canyon Independent School District no later than the third day after the date a child is placed in the facility in order to provide educational services.

II. EXAMINATION OF PROGRAM AND RECORDS

A. The Youth Center agrees that it will permit Sending County to examine and evaluate its program of services provided under the terms of this contract and to review its client's records. This examination and evaluation of the program may include unscheduled site visitations, observation of program in operation, interviews, and the administration of questionnaires to the staff of the Youth Center and the child.

B. The Youth Center shall provide to Sending County such descriptive information on contracted children as requested by Sending County.

C. The Youth Center agrees to maintain and make available for inspections, audit, or reproduction by an authorized representative of Sending County and the State of Texas, books, documents, and other evidence pertaining to the cost and expenses of this Contract, hereinafter called the Records.

D. The Youth Center shall, when receiving whole or partial payment with any state grant funds, retain all applicable records for a minimum of seven (7) years and until any pending audits and all questions arising therefrom have been resolved and shall make all contractual agreements with Sending County available for inspection.

III. OFFICIALS NOT TO BENEFIT

No officer, member or employees of Randall County 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 out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Contract which effects his personal interest or have any personal or pecuniary interest, direct or indirect in this Contract or the proceeds thereof.

IV. DUTY TO REPORT

As required by Texas Family Code Chapter 261 and Title 37 Texas Administrative Code Chapters 341, 343, 348, 349 and 351, or successor provisions, the Youth Center shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving any child (including but not limited to a juvenile that is under the supervision of Sending County) within twenty-four (24) hours from the time the allegation is made, to all of the following:

A. Local law enforcement agency

B. Texas Juvenile Justice Department by submitting a TJJD Incident Report Form to facsimile number 1-512-424-6716 (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); and

C. Sending County.

For the purpose of the foregoing provision, an allegation or incident shall include the witnessing or receipt of an oral or written outcry from an alleged victim or other person with reasonable belief or knowledge of an occurrence or an incident of abuse, neglect, exploitation, death, or other serious incident involving a juvenile under the jurisdiction of the juvenile court.

V. DUTY TO INFORM

A. In the event that any principal administrative person of the Youth Center of the High Plains becomes the target of an investigation involving an allegation of moral turpitude, fraud, illegal activity or child abuse, the Youth Center will notify Sending County within ten (10) working days.

B. The Youth Center will notify Sending County of any affirmative findings of child abuse, neglect, or exploitation.

VI. ASSURANCES

A. The Youth Center shall comply with all applicable state and federal laws.

B. The Youth Center shall account separately the receipt and expenditure of state funds.

C. The Youth Center will be operated in accordance with standards promulgated by the Texas Juvenile Justice Department.

D. The personnel of the Youth Center shall make all reports of abuse, neglect, and exploitation to the Texas Juvenile Justice Department, and the appropriate law enforcement agency as proscribed by law. The Sending County will be notified of an investigation involving its residents.

E. The Youth Center is owned and operated solely by Randall County and therefore exempt from certifying its eligibility to receive state funds and from service provider reporting. However, the Youth Center will voluntarily provide information on its services as outlined above in this contract.

F. Per Texas Government Code, Chapter 2271, the Randall County Juvenile Probation Department / Youth Center of the High Plains acknowledges that it does not currently, and shall not during the term of this contract, boycott Israel.

VII. EQUAL OPPORTUNITY

A. Services shall be provided by the Youth Center in compliance with the Civil Rights Act of 1964. The Youth Center will not discriminate against any employee, applicant for employment, or child because of race, religion, sex, national origin, age, or handicapped condition.

B. The Youth Center will take affirmative action to ensure that applicants are employed, and that the employees are treated during employment without regard to their veteran status, uniformed service member status, race, color, religion, sex, sexual orientation, gender, gender identity, age (40 and over), pregnancy (including childbirth, lactation, and related medical conditions), national origin or ancestry, citizenship status, physical or mental disability, genetic information (including testing and characteristics), or any other characteristics protected by law except where such is a bona fide occupational qualification.

C. The Youth Center agrees that it shall adopt and implement workplace guidelines concerning persons with AIDS and HIV and confidentiality of related medical information in accordance with the provisions found in Health and Safety Code Sections 85.11 and 85.115.

D. The County does not discriminate in employment opportunities or practices on the basis of veteran status, uniformed service member status, race, color, religion, sex, sexual orientation, gender, gender identify, age (40 and over), pregnancy (including childbirth, lactation, and related medical conditions), national origin or ancestry, citizenship status, physical or mental disability, genetic information (including testing and characteristics), or any other characteristic protected by law except where such is a bona fide occupational qualification.

VIII. PRISON RAPE ELIMINATION ACT (PREA)

Pursuant to 28 CFR, Part 115, Section 115.13 (Standards for Juvenile Facility), Randall County, if providing services in a secure correctional facility under this contract, 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. At least once during the three-year period beginning on August 30, 2013, and at least once during each three-year period thereafter, Randall County – Youth Center of the High Plains shall ensure that each facility under its operational control is audited for compliance with PREA and shall make said audit results available to Sending County. Randall County shall be responsible for the financial costs associated with any PREA audit. Randall County – Youth Center of the High Plains shall be subjected to annual contract monitoring by Sending County to ensure that Randall County – Youth Center of the High Plains is complying with the PREA standards [PREA §115.312(b)].

IX. DEFAULT

Either party may, by written notice of default to the other party, terminate this contract the if Youth Center fails to perform any provision of this Contract, and does not cure such failure within a period of ten (10) days (or such extension as authorized by both Parties in writing) after receiving notice of default. Sending County's sole remedy in the event of default is termination of this contract.

X: TERMINATION

The Contract may be terminated by either party by giving ten (10) days written notice to the other party hereto of the intention to terminate.

XI. LAW AND VENUE

In any legal action arising under this Contract, the laws of Texas shall apply, and venue shall be in Randall County, Texas where the Contract is performable.

No provision of this Contract shall be deemed to have been waived by either party unless such waiver is in writing and signed by said party. Nor shall any custom or practice which may develop between the parties in the administration of the terms of this agreement be construed to waive or lessen either party's right to insist upon strict performance of the terms of this agreement. The rights granted to both parties in this agreement shall be cumulative of every other right or remedy which they may otherwise have at law or in equity or by statue and the exercise of one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies.

The Contract contains the entire agreement between the parties and correctly sets forth the rights, duties, and obligations of each to the other as the effective date. Any oral representations or modifications concerning this Contract will be of no force or effect excepting a subsequent written modification executed by both parties.

XII. CONTRACT PERIOD

The Contract period will be effective from the day of award until September 30, 2027. Thereafter, this Contract shall automatically renew for additional one-year periods unless one party notifies the other in writing, at least thirty (30) days prior to the expiration of the current term, of its intention to not renew this Contract. Allowable per diem rates will be adjusted annually to conform to pre-established rate schedules for the applicable fiscal year.

XIII. DESIGNATION OF OFFICIAL AUTHORIZED TO ACT

The Youth Center of the High Plains hereby designates the Chief Juvenile Probation Officer of Randall County to serve as its representative in all matters pertaining to this Contract.

XIV. CONFIDENTIALITY OF RECORDS

The Youth Center shall maintain strict confidentiality of all information and records relating to children referred by Sending County and shall not re-disclose the information except as required to perform this Contract or as may be required by law.

XV: SOVEREIGN IMMUNITY

This Contract is expressly made subject to both party's sovereign immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state laws. The parties expressly agree that no provision of this Contract is in any way intended to constitute a waiver of any immunities from suit or from liability that either party has by operation of law. Nothing in this Contract is intended to benefit any third-party beneficiary.

XVI: REPRESENTATIONS AND WARRANTIES

The Youth Center hereby represents and warrants the following:

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

B. That it is qualified to do business in the State of Texas; that it holds 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 operation of its business; and that there are no taxes due and owing to the State of Texas, or any political subdivision thereof.

C. That all its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation, or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Justice Department administrative rules regarding abuse, neglect, and exploitation allegations; and

D. That is shall prominently post in all public and staff areas of facility, both the English and Spanish language versions of the following official notice forms that are available on the Texas Juvenile Justice Department website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation.*

XVII: LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Contract 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 Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

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ON August 25, 2026 FULLY EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

RANDALL COUNTY JUVENILE SERVICES

Judge James W. Anderson, Chairman
Randall County Juvenile Board

9-2-2026
Date

C. Joe Burton III, Ph.D., LPC-S
Chief Juvenile Probation Officer
Randall County Juvenile Probation Department

8-26-2026
Date

Date

JOHNSON COUNTY JUVENILE SERVICES

Steve McClure, Chairman
Johnson County Juvenile Board

8-26-2026
Date

Steve Gant
Chief Juvenile Probation Officer
Johnson County Juvenile Probation Department

8-25-26
Date

Christopher Boedeker, County Judge
Johnson County

9.14.26
Date

COMMISSIONERS COURT JOHNSON COUNTY, TEXAS

April Long, County Clerk
Johnson County

9.14.26
Date

ATTACHMENT:
DETENTION SERVICES

WHEREAS Randall County operates the Youth Center of the High Plains, said facility having been duly inspected and certified as being suitable for the detention and treatment of Youth; and

WHEREAS Sending County, in order to carry out and conduct its juvenile program in accordance with the Juvenile Justice Code has need of the use of a secure facility to house and maintain a 'child', as defined in Section 51.02(2), Juvenile Justice Code, who is accused of having committed an offense and is awaiting court action, an administrative hearing or other transfer action.

1. **DETENTION PROVISIONS OF SERVICES**
The Youth Center of the High Plains agrees to provide the following detention services, which shall be limited to juveniles accused of delinquent conduct or conduct indicating a need for supervision. Services shall include:

A safe and secure environment
24-hour intake services
Mental health screening
Academic program
Cognitive/behavior model:
Rational behavior training
Social skills
Substance Abuse Basic Education
Routine medical care
Recreation program
Crisis counseling

A. For and in consideration of the above-mentioned services, Sending County agrees to pay the Youth Center of the High Plains an amount not to exceed **$200.00** per child per day. This fee does not exceed the actual cost of childcare in the Youth Center of the High Plains.

Sending County plans to utilize the Youth Center on an "as space is available" basis.

Recognizing that time away from the Youth Center may be necessary in situations such as hospitalization or pre-planned visits to a placement facility, the Youth Center must retain space for the child until their return. Sending County will pay the Youth Center the above agreed upon amount for such regularly scheduled days away from the Youth Center and its program providing they do not exceed a ten (10) consecutive day period without prior written permission from both parties. Except in an emergency, or upon expiration of a court order, the Youth Center will not release a child to any person other than an agent for Sending County without express consent of Sending County.

B. Prescription drugs are the responsibility of Sending County. Ten (10) days prior to the depletion of a supply, the child's Juvenile Probation Officer will be contacted. If a new supply is not received five (5) working days prior to the depletion of the prescription, the medical staff at the Youth Center will order the prescription and Sending County shall reimburse the Youth Center for the expense.

C. If a child makes an unauthorized departure from the Youth Center, the Sending County shall be notified immediately. If a child makes an unauthorized departure from an agent of Sending County, while in detention at the Youth Center, the Youth Center will be notified as soon as possible.

D. The Youth Center is under no obligation to retain space for the child in unauthorized departure situations. If the Youth Center retains space for the child, Sending County shall be billed for the period of the child's absence, as determined by the Randall County Chief Juvenile Probation Officer.

E. Children placed in detention care in the facility shall be removed by Sending County, its agents, servants or employees at the conclusion of the time period authorized by the court order issued by a Judge of a Juvenile Court of Sending County, unless the administration staff has sufficient written notice that a new order has been issued authorizing the continued detention.

F. The Youth Center is under no obligation to accept a child who is deemed inappropriate for detention by the administration staff of the Youth Center.

G. In accordance with Section 29.012(b)(1) of the Texas Public Education Code, as a condition of this contract for detention services, the Youth Center shall notify the Canyon Independent School District not later than the third day after the date a child is placed in detention in order to provide educational services.

2. DETENTION GOALS & AGGREGATE DATA

A. The goal of detention services in the Youth Center of the High Plains is to maintain a safe, secure, and productive environment.

B. The Youth Center will provide to Sending County annual indicators, which will express the effectiveness of the Youth Center in providing a safe and secure detention facility.

3. DETENTION TERMINATION

A. Termination of the child's detention residence with the Youth Center of the High Plains shall occur only after notifying the Sending County of the causes and with sufficient lead time of at least two (2) days to allow alternate detention.

B. The failure of Sending County to appropriate funds for this Contract in any given fiscal year shall terminate this Contract, without further recourse to either party.