AGENDA ITEM
CA37

AGENDA PLACEMENT FORM

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

Date: September 16, 2026

Meeting Date: September 28, 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

9.28.2026

Description:

Consideration and Approval of Contract Agreements for Detention of Juvenile Offenders with the Gregg County Juvenile Probation Department

(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 GREGG

CONTRACT AGREEMENTS FOR DETENTION OF JUVENILE OFFENDERS

This Contract and Agreement made and entered into by and between the Juvenile Board of Gregg County, acting by and through its duly authorized representatives, and the Juvenile Board of the **Johnson County** acting by and through its duly authorized representatives, to be effective **September 1, 2026 through August 31, 2027.**

I. WITNESSETH

WHEREAS, the Gregg County Juvenile Board operates the Gregg County Juvenile Probation Department, also referred to as "The Facility"; WHEREAS, the **Johnson County Juvenile Board,** in order to carry out and conduct its juvenile program in accordance with the Juvenile Justice Code has need of the use of the facility to house and maintain children of juvenile age, referred for an act of delinquent conduct or an act indicating a need for supervision, during pretrial and pre-disposition status, and; WHEREAS, the Gregg County Juvenile Board will make the facility available to **Johnson County Juvenile Board** for such use and purpose, and **Johnson County Juvenile Board** desires to contract for the use of the facility under the following terms and conditions.

NOW, THEREFORE, the parties agree as follows:

(1) Gregg County Juvenile Board will provide room and board; supervision on a twenty-four hour per day, seven day per week basis, a program of education (limited to space availability) and recreation to each child placed within the facility; but **SHALL NOT** pay for emergency examination, treatment, or hospitalization outside the facility for the following designated program:

Detention Program - $150.00 per day

(2) **Johnson County Juvenile Board** agrees to pay Gregg County Juvenile Probation Department said dollars for each 24-hour period a child is placed in the facility. Billing time will begin when the child arrives at the facility. If a child is not released/picked up within 24 hours **Johnson County Juvenile Board** agrees to pay an additional day; detention days will be billed in 24-hour increments. Gregg County Juvenile Probation Department will send monthly statements for all charges; the statement will include the name of the child, the cost per day and the date and number of days for which payment is requested. The sum shall be paid to:

Gregg County Auditor
101 E. Methvin Street Ste. 306
Longview, TX 75601

Payment is due within twenty (20) days of receipt of billing.

(3) If, in the sole discretion of the Gregg County Juvenile Probation Department's Chief Juvenile Probation Officer or his designee, hereafter called Administrator, there is a need for emergency examination, treatment, and/or hospitalization for a child placed in the facility by **Johnson County Juvenile Board**, the Administrator is authorized to secure such examination, treatment or hospitalization at the expense of the **Johnson County Juvenile Probation Department** and to request that **Johnson County Juvenile Probation Department** be billed for the same. **Johnson County Juvenile Probation Department** staff or its representatives shall be responsible to transport the child to receive services unless it is an emergency. **Johnson County Juvenile Board** agrees to pay for said services and to indemnify and hold harmless Gregg County and/or the Gregg County Juvenile Board, its representatives, agents and employees, for any liability for charges for medical treatment, examination, and/or hospitalization. The Administrator shall notify **Johnson County Juvenile Board** of such emergency treatment as soon as reasonably practical.

(4) **Prior** to transporting a child to the Facility for placement, the probation department authorizing placement shall call the facility to ensure that space is available. The detention needs of Gregg County shall take precedence over those of contract jurisdictions and placement of children from contract jurisdictions may be denied if there is no available space, in the sole discretion of the Administrator.

(5) Placement of any child in the Facility shall be conditioned upon a proper order of the Juvenile Court of **Johnson County** or a Police Offense Report that contains details to determine probable cause to detain. In addition, the Administrator must be furnished a copy of said order within 24 hours or one working day of the child's admission to the facility.

(6) Each child placed therein shall be required to follow the rules and regulations of the facility as fixed and determined by the Administrator and his/her staff.

(7) Gregg County Juvenile Board has resolved to operate the Facility in compliance with the **Juvenile Justice and Delinquency Prevention Act**, and therefore, will not accept from contracting jurisdictions, children whose detentions would prevent the Facility from complying with the **Juvenile Justice and Delinquency Prevention Act**. Section 223 provides that "juveniles who are charged with or who have committed offenses that would not be criminal if committed by an adult or offenses which do not constitute violations of valid court orders, or such non-offenders as dependent or neglected children, shall not be placed in secure detention facilities or secure correctional facilities." All runaway and/or status children who do not reside in **Johnson County**

and their detention has been authorized by **Johnson County** shall be removed from the facility within 24 judicial hours. In no event will the Gregg County Juvenile Board be under any obligation to accept a child who is deemed inappropriate for placement in the Facility, in the sole discretion of the Administrator.

(8) If a child is accepted from **Johnson County** and such child thereafter is found to be, in the sole judgment of the Administrator; mentally unfit, dangerous, or unmanageable, or whose mental or physical health/condition might endanger the other occupants of the facility, then upon such determination, the Administrator shall notify the **Johnson County Juvenile Judge**, or Probation Department of that jurisdiction that said juvenile shall immediately and forthwith be removed or cause to be removed from the Facility. Children who are intoxicated, under the influence of a controlled substance, or in need of immediate medical attention will not be accepted under any circumstances without having been seen, treated and released by a medical professional.

(9) Gregg County Juvenile Board agrees that the facility will accept any child qualified hereunder, without regard to such child's race, religion, creed, color, sex or national origin.

(10) **Johnson County** agrees to provide the Gregg County Juvenile Probation Department with the names of all persons authorized by them to visit the children placed in the facility. Visitors must be jointly approved by the child's juvenile probation officer and the Facility Administrator.

(11) The contracting department shall report all significant incidents regarding a child's medical, psychological history and need, as well as, a profile of the child's behavior during the admission process or within 24 hours. Further, the Administrator shall be informed of all Court dates and times if possible so the appropriate arrangements can be made.

(12) **Johnson County** shall assume financial responsibility for damage to or loss of property at the Facility due to the action of a child placed in the Facility by **Johnson County**. Reimbursement for said damage or loss shall be paid within thirty (30) days of notification by the Facility.

(13) It is understood and agreed by the parties hereto that children placed in the facility under a proper order of the Juvenile Court of **Johnson County** shall be maintained therein except that time the staff or their designee of the contracting jurisdiction shall take the children under supervision from the facility to court hearings, counseling sessions, medical/dental appointments or other places as determined by the contracting jurisdiction. The staff of the contracting jurisdiction will be required to give adequate warning as to when the child will be removed, expected return time and sign a temporary release form.

(14) It is further understood and agreed by the parties hereto, that children placed in the facility shall be removed from there by **Johnson County**, its agents, servants, or employees at the expiration of the court order under which the child is being detained unless a new order/waiver has

been issued authorizing the continued detention of the child. A copy of the order or waiver shall be furnished to the facility as stated in (5) herein.

(15) It is further understood and agreed by the parties hereto that should a child not be removed by **Johnson County**, its agents, servants, or employees as required above in (14) by 12:00 noon of the 10th working day of detention, and a new order/waiver authorizing continued detention has not been received at the facility, an employee of the Gregg County Juvenile Probation Department shall have the option of delivering the child to the **Juvenile Court** of **Johnson County**, for which there will be an additional charge(s) as described in paragraph (18) below.

(16) It is further understood and agreed by the parties hereto that children placed in the Facility shall not be removed prior to the expiration of the Court Order except by a Probation Officer of the contracting jurisdiction or as provided in paragraph (8) above, without delivery of an Order of Release, signed by the Judge of the Juvenile Court of **Johnson County**.

(17) It is further understood and agreed that nothing in the contract shall be construed to permit **Johnson County**, its agents, servants, or employees in any way to manage, control, or direct or instruct Gregg County Juvenile Board, its servants or employees in any manner respecting any of their work, duties or functions pertaining to the maintenance and operation of the Facility.

(18) It is the agreement of the parties that in the event **Johnson County** is required to remove a child from the Facility under the terms of the Contract, and fails to do so, the Gregg County Juvenile Board will return the child to its home jurisdiction at a cost of $20.00 per hour, per staff (2 hour minimum) and mileage equal to the current State of Texas mileage reimbursement rate, payable by **Johnson County** within ten days of receiving request for payment.

II. RESIDENTIAL SERVICE CONTRACT REQUIREMENTS

In accordance with the requirements of the Texas Juvenile Justice Department the following provisions are added to the Residential Services Contract and agreed to by both parties.

(1) The contractor shall identify goals and outputs and documents measurable outcome which relate to program objectives.

(2) Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application, is not ineligible to receive the specific grant, loan or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

(3) The contractor shall adhere to all applicable state and federal laws and regulations pertinent to the contractor's provisions of services.

(4) The contractor shall account separately for the receipt and expenditure of any and all funds received under this contract.

(5) The contractor shall maintain all applicable records for a minimum of seven years or until any pending audits and all questions arising therefore have been received.

(6) In the event of a breach of Contract by the Service Provider, the **Johnson County Juvenile Board/Juvenile Probation Department** may terminate the contract. Service Provider also agrees to reimburse **Johnson County Juvenile Board/Juvenile Probation Department** for payments made for each day or session during the time period that it was determined that the contract was breached.

III. TERMINATION

The term of this Contract shall be for a period of one year from the effective date and it shall be renewed and deemed renewed annually hereafter in the event neither party hereto gives the required notice; however, if either party hereto feels in its judgment that the Contract cannot be successfully continued, and desires to terminate this Contract, then the party so desiring to terminate may do so by notifying the other party in writing, by certified mail or personal delivery to its principle office, of its intention to terminate the Contract thirty (30) calendar days from the date of Notice to Terminate is received by the other party. At 12:00 o'clock midnight, thirty (30) calendar days after receipt of notice to terminate by either party, this contract shall terminate, become null and void and be of no further force or effort.

On or before the termination date, **Johnson County Juvenile Board** shall remove all children from their jurisdiction currently in the facility.

IV. DEFAULT

(1) In the event of a default of the Gregg County Juvenile Board, the **Johnson County Juvenile Board** may cancel or suspend the contract and the Gregg County Juvenile Board shall be entitled to recovery for all services provided prior to the cancellation date or shall repay any funds advanced for servicer not yet rendered.

(2) In the event of default on the part of **Johnson County Juvenile Board**, Gregg County Juvenile Board may cancel or suspend this Contract and the Gregg County Juvenile Board shall be entitled to recovery for all services provided prior to the Cancellation date and shall repay any funds advanced for any services not yet rendered.

V. MISCELLANEOUS PROVISIONS

Johnson County hereby certifies that funds are available for the current fiscal year for payment anticipated under the terms and conditions of this agreement.

This Contract and Agreement executed this date, is made by and between the parties hereto; it being the declared intention of the parties hereto that the above and foregoing Contract, 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 by **Johnson County** for such children placed in the facility by the Judge of **Johnson County** having Juvenile Jurisdiction.

Executed this 8th day of September, 2026, to be effective September 1, 2026 through August 31, 2027. Each copy hereof shall be considered an original copy for all purpose.

CHAIRMAN
GREGG COUNTY JUVENILE BOARD

GREGG COUNTY JUDGE
BILL STOUDT

CHIEF JUVENILE PROBATION OFFICER
GREGG COUNTY JUVENILE
PROBATION DEPARTMENT

CHAIRMAN
JOHNSON COUNTY JUVENILE BOARD

CHIEF JUVENILE PROBATION
JOHNSON COUNTY
JUVENILE PROBATION DEPARTMENT

Signature Page (Juvenile Contract for County Facility)

APPROVED AS TO FORM AND CONTENT for JOHNSON COUNTY:

Christopher Boedecker
Johnson County Judge

9/28/24
Date

Attest:

Johnson County Clerk,
April Long or Deputy County Clerk

JOHNSON COUNTY COMMISSIONERS COURT TEXAS

9/28/24
Date

STATE OF TEXAS
COUNTY OF GREGG

CONTRACT AGREEMENTS FOR DETENTION OF JUVENILE OFFENDERS

Addendum I – Prison Rape Elimination Act

Service Provider shall 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.

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)]

Bill Stoudt, Gregg County Judge

Chairman
Johnson County Juvenile Board

Bing Canion, Chief JPO
Gregg County Juvenile Probation Department

Johnson County Chief Juvenile
Probation Officer

Signature Page (Juvenile Contract for County Facility)

APPROVED AS TO FORM AND CONTENT for JOHNSON COUNTY:

Christopher Boedecker
Johnson County Judge

9/28/24
Date

Attest:

Johnson County Clerk,
April Long or Deputy County Clerk

JOHNSON COUNTY, TEXAS COMMISSIONERS COURT

9/28/24
Date