

AGENDA PLACEMENT FORM

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

Date: March 20, 2026

Meeting Date: April 13, 2026

Submitted By: Steve Gant

Department: Juvenile Services

Signature of Elected Official/Department Head:

Steve Gant

Court Decision: <small>This section to be completed by County Judge's Office</small>


Description:

Consideration and Approval of Nueces County Contract and Agreement for Pre-Adjudication Services of Juvenile Offenders.

(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**

- 3.02 The Nueces County Juvenile Detention Center is designed to be a certified juvenile detention facility as defined by Article 51.12(a)(3) of the Texas Family Code; and has been duly inspected and certified as being suitable for the detention of juveniles as provided by Section 51.12{c} of the Texas Family Code and has certified compliance as required by Section 51.12{c}; and to provide detention services for accused children as may be necessary in order to protect the accused child or to protect the public from harm by court ordered at the Nueces County Juvenile Detention Center in accordance with Section 54.01 of the Texas Family Code; and the Nueces County Juvenile Detention Center desires to maintain juveniles in detention only as allowed by law.
- 3.03 Nueces County Juvenile Detention Center will provide room and board, supervision on a twenty-four hours per day, seven days per week basis, (but shall not pay for emergency examination, treatment or hospitalization) and a program of education and recreation to each child placed within the facility.

ARTICLE IV COMPENSATION

- 4.01 For and in consideration of the above-mentioned services, Juvenile Probation agrees to pay the Service Provider the sum of **\$150.00** per day for each juvenile, admitted under "Moderate" Level of Care. The daily rate shall be paid to the Service Provider from the initial intake date through the date prior to the exit date. There will be no charge on day of exit.
- 4.02 In the event a high-risk suicidal child is in the facility and additional staff is required to meet the needs of the child, an additional charge of **\$10.00** per hour for each hour the child is on a 1 to 1 suicide supervision ratio will be added to the bill.
- 4.03 Nueces County will submit an invoice for payment of residential services to the contracting Juvenile Probation Department on a monthly basis. The invoice will include the juvenile's name, daily rate and the number of days placed at the facility for each contracted juvenile. In addition, (when applicable) a separate invoice will be billed along with copies of medical expenses incurred by each juvenile for drug prescriptions, dental care, and eye care, X-Rays, hospitalization and any medical services performed outside of Nueces County facility. Payments shall be paid by contracting Juvenile Probation in a timely manner.
- 4.04 If an emergency examination, EMS treatment, health care treatment, and/or hospitalization outside the Facility ("Outside Treatment") are required for a child placed in the Facility, the Administrator of the Facility is authorized to secure the Outside Treatment at the expense of the contracting Juvenile Probation Department. The Administrator shall notify Juvenile Probation of outside treatment within twenty-four (24) hours of its occurrence.

ARTICLE V
ADDITIONAL TERMS AND AGREEMENTS

- 5.01 If in the sole discretion of the Nueces County Juvenile Probation Department's Chief Juvenile Probation Officer or designee, (hereafter called Administrator) there is a need Prior to transporting the child to the facility for placement, the official authorizing placement shall call the facility to ensure that space is available. The detention needs of Nueces 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.
- 5.02 The contracting Juvenile Probation Department shall ensure that children detained in the facility will be under a proper order of the juvenile court, and the Administrator will be furnished a copy within twenty-four hours or one working day of the child's admission to detention.
- 5.03 Each child placed in the facility shall be required to follow the rules and regulations of the facility as fixed and determined by the Administrator and his staff.
- 5.04 Nueces County has resolved to operate the detention facility in compliance with the Juvenile Justice and Delinquency Prevention Act, and therefore will not accept from contracting jurisdictions children whose detention would prevent the facility from complying with the Juvenile Justice and Delinquency Prevention Act. Section 223.(a)(12)(A) provides that "juveniles who are charged with or 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". In no event will the Nueces County be under any obligation to accept a child who is deemed inappropriate.
- 5.05 If a child is accepted 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 in the Administrator's sole judgment, upon such determination and notification by the Administrator to the contracting county Probation Office, a Juvenile Probation Officer or Deputy Sheriff of that jurisdiction shall immediately and forthwith remove such child from the detention facility. Notice of such removal will be given to the contracting county for the juvenile to be removed from the Nueces County Juvenile Detention Center within eight (8) hours, when notified that the facility is overcrowded, or the juvenile has become unmanageable. Children who are intoxicated 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.
- 5.06 Nueces County agrees that facility will accept any child qualified hereunder, without regard to such child's religion, race, creed, color, sex, or national origin.

- 5.07 The contracting county Juvenile Probation Department agrees to provide the Nueces County Juvenile Probation Department the names of all persons authorized to visit children placed in the facility. Visitors must be jointly approved by the child's caseworker and Administrator. And ensure that a representative of that department maintains close and frequent communication with the child and detention staff regarding any pertinent activity. The contracting department shall report all significant incidents regarding an unauthorized departure from the facility, child's medical and psychological problems, suspected or alleged child abuse and needs, as well as a profile of the child's behavior during the admission process immediately or within twenty-four (24) hours. Also, in applicable cases a report will be made to the State Licensing Agency (TJJD, TDPRS, TACADA, Law Enforcement, etc.) Further, the Administrator shall be informed of the status of the child while in detention and shall be informed of all court dates and times so appropriate arrangements can be made.
- 5.08 The contracting county agrees to order parents or guardian to assume financial responsibility for damage or loss of property at the facility due to the action of a child placed in the facility.
- 5.09 It is understood and agreed by the parties hereto that children placed in the facilities under the proper order of the Juvenile Court shall be maintained therein except that the staff of the contracting jurisdiction may take the children under supervision from the facility to court hearings, counseling sessions, medical/dental appointments or other places as determined by 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 will sign a temporary release form.
- 5.10 It is further understood and agreed by the parties hereto that children placed in the facility shall be removed there from by Juvenile Department, its agents, servants, or employees at the expiration of the detention order under which the child is being detained unless a new Order has been issued authorizing the continued detention, and a copy of such Order has been delivered to the facility. A copy of the Order issued pursuant to waiver shall be furnished promptly to the facility.
- 5.11 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 without delivery of an Order for Release signed by the Judge of the Juvenile Court of Juvenile Probation Department.
- 5.12 It is further understood and agreed that nothing in this contract shall be construed to permit the Juvenile Probation Department, its agents, servants, or employees in any way to manage, control, direct or instruct its servants or employees in any manner respecting any of their work, duties or functions pertaining to the maintenance and cooperation of the facilities.
- 5.13 It is further understood and agreed that the contracting county agrees to transport juveniles to and from court hearings in restraints (handcuffs and leg irons) with personal property to include medications in a locked container which will be kept apart from the juveniles during transportation.
- 5.14 Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this Agreement, bid or application is not ineligible to receive the specified grant, loan or payment and acknowledges that this Agreement may be terminated, and payment withheld if this certification is inaccurate.

ARTICLE VI
TERMINATION

- 6.01 In the event of a default of either county may cancel or suspend the contract and Nueces County shall be entitled to recovery for all services provided prior to the cancellation date or shall repay any funds advanced for services not yet rendered or other services that are in question as a result of any audit. Nueces County shall be responsible for reimbursing for services associated with questioned costs as a result of deficiencies found during the course of any site visits conducted prior to the termination of the contract.

This Agreement may be terminated:

- A. By either party upon thirty (30) days written notice to the other party of the intention to terminate; or
- B. Upon expenditure of available funds.

ARTICLE VII
SOVEREIGN IMMUNITY

- 7.01 This Agreement between Nueces County and Johnson County is expressly made subject to Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. Both counties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver or any immunities from suit or from liability that Nueces County and Johnson County has by operation of law. Nothing in this Agreement is intended to benefit any third-party beneficiary.

ARTICLE VIII
DUTY TO REPORT

- 8.01 As required by §§261.101 and 261.405 of the Texas Family Code, Service Provider shall report any allegation or incident of abuse, exploitation or neglect of any child (including but not limited to a juvenile that has been placed by Juvenile Probation) within twenty-four (24) hours from the time the allegation is made, to all of the following:
- A. Local law enforcement agency (such as the Corpus Christi Police Department or Nueces County Sheriff's Office);
 - B. 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); and
 - C. Johnson County Juvenile Probation Department to facsimile number (817) 556-6877 (ATTN: Chief Probation Officer).

ARTICLE IX
MISCELLANEOUS PROVISIONS

- 9.01 The contracting county hereby certifies that funds are available for the current fiscal year for payments anticipated under the terms and conditions of this agreement. 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 for such children placed in the facility from the county having juvenile jurisdiction.
- 9.02 Nueces County, as required for the TJJD State Financial Assistance Contracts, hereby agrees to the following:
- A. Provide secure detention for juveniles referred for delinquent conduct and have the juvenile available for return to the Court as requested by the contracting agency. To provide educational services for all juveniles placed in detention as available.
 - B. Juveniles will attend class on a daily basis and participate in all programs of the facility. The detention facility staff will provide disciplinary reports prior to detention hearings and will notify the contracting agency if the child is injured or ill and requires medical attention.
 - C. Detention will provide safety for the community as well as aid in reducing recidivism.
- 9.03 Nueces County shall comply with all applicable federal and state regulations and with Department policies and procedures regarding services delivered under this contract. This provision includes but is not limited to those regulations and policies directly or indirectly addressed by this contract.
- 9.04 Nueces County shall also provide certification of eligibility to receive state funds as required by the Texas Family Code Section 231.006.
- 9.05 Nueces County hereby represents and warrants that it has all necessary right, title, license, and authority to enter into this contract.
- 9.06 Nueces County further represents and warrants that it is qualified to do business in the State of Texas. There are no taxes due and owing to the State of Texas, or any political subdivision thereof, it holds all necessary licenses and certifications to operate the type of services being contracted for, it is in compliance with all statutory and regulatory requirements for its operation.
- 9.07 This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Nueces County, Texas.
- 9.08 Nueces County shall conduct regular financial and programmatic monitoring of all service provider subcontractors to ensure performances and compliance with contractual provisions.
- 9.09 This Contract shall not be construed as creating any debt by or on behalf of the Government of the State of Texas or the United States.

- 9.10 The contracting county is responsible for closely monitoring Nueces County and the exercising of reasonable care to enforce all terms and conditions of this contract. Nueces County agrees that it will permit the county to examine and evaluate its program of services provided under the terms of this contract and to review client's records on a periodic basis. The examination and evaluation of the program will include site visitation, observation of programs in operations, interview and the administration of questionnaires to the staff of the Contractor and the clients when deemed necessary.

ARTICLE X
EXAMINATION OF PROGRAM AND RECORDS

- 10.01 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 records 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.
- 10.02 Service Provider shall provide to Juvenile Probation such descriptive information on contracted children as requested on forms provided by Juvenile Probation.
- 10.03 For purposes of evaluation, inspection, auditing or reproduction, Service Provider agrees to maintain and make available to an authorized representative 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.
- 10.04 Service Provider shall retain and make available to Juvenile Probation all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising there from have been resolved, and shall make available for Juvenile Probation's inspection, all contractual agreements with Service Provider's subcontractors for services related to this Agreement.
- 10.05 Service Provider understands that acceptance of funds under this Agreement 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. Service Provider 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. Service provider will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement Service Provider enters into in which funds received under this Agreement form all or part of the consideration.

ARTICLE XI
CONFIDENTIALITY OF RECORDS

- 11.01 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 XII
VENUE

- 12.01 To the extent permitted under the law, the venue for any litigation arising from this Agreement must be in Nueces County, Texas.

ARTICLE XIII
EQUAL OPPORTUNITY

- 13.01 Nueces County agrees that in the performance of this contract, it will not discriminate against any employee or applicant because of race, religion, color, sex, age, or national origin and it will comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (Title 41 CFR Part 60N). Nueces County assures that no person will, on the grounds of race, creed, color, handicap, national origin, sex, political affiliation or beliefs, be excluded from, be denied the benefit of, or be subject to discrimination under any program or activity funded in whole or part under this contract. Prohibited discrimination shall constitute substantial failure by Nueces County to fulfill its obligations and contracting county may terminate for default as provided by this contract.
- 13.02 Nueces County shall comply with all applicable requirements of the Americans with Disabilities Act of 1990, Public Law 101-336, 101 Congress, 2nd Session, 104 Stat. 327 (July 26, 1990).

ARTICLE XIV
PRISON RAPE ELIMINATION ACT

- 14.01 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 the 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 Chief Probation Officer 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 30th [PREA §115.876 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 Chief Probation Officer 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)].

**ARTICLE XV
AMENDMENT**

- 15.01 Juvenile Probation may amend, modify or alter the terms of this Agreement and specify an effective date thereof. Juvenile Probation will then notify Service Provider in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by Service Provider will signify its acceptance of these changes. If Service Provider declines to accept changes made by Juvenile Probation, Service Provider may terminate this Agreement subject to the conditions herein.

**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.

EXECUTED IN DUPLICATE COPIES, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, on the 20th day of March, 2026.

Signature Page (Juvenile Contract for County Facility)

APPROVED AS TO FORM AND CONTENT for JOHNSON COUNTY:

 4-13-26
Date
Christopher Boedecker
Johnson County Judge




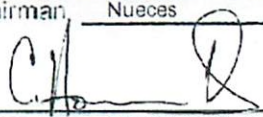
Attest:  4-13-26
Date
Johnson County Clerk
April Long or Deputy County Clerk

 3-18-2026
Date
Steve McClure
Chairman, Juvenile Board

 3-18-26
Date
Steve G. Gant
Director, Juvenile Services

APPROVED AS TO FORM AND CONTENT for Nueces COUNTY:

 03/20/2026
Date
Honorable Timothy McCoy, County Court at Law No. 5
Chairman, Nueces County Juvenile Board

 03/20/2026
Date
Homer, Flores, Chief Juvenile Probation Officer
Director, Juvenile Services