

THE STATE OF TEXAS)
 :
COUNTY OF WINKLER)

On this the 12th day of August, 2013, the Commissioners' Court of Winkler County, Texas, met in Regular Term of Court at the Courthouse in Kermit, Texas, with the following members present, to-wit:

- | | |
|--------------------|--|
| Bonnie Leck | County Judge |
| Billy Stevens | Commissioner, Precinct No. 1 |
| Robbie Wolf | Commissioner, Precinct No. 2 |
| Randy Neal | Commissioner, Precinct No. 3 |
| Billy Ray Thompson | Commissioner, Precinct No. 4 |
| Pam Greene | Chief Deputy County Clerk and
Ex-Officio Clerk of Commissioners'
Court |

constituting the entire Court, at which time the following among other proceedings were had:

At 9:00 o'clock A.M. Judge Leck called the meeting to order and asked for matters of business from the audience.

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Community Service Contract Amendment between Winkler County and the Texas Department of Aging and Disability Services for Home Delivered Meals Program; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

State of Texas
Travis County

Community Services Contract Amendment

Section 1. Contractor Information

Legal Name of Entity (Contractor)	Contract No.	Contract Type
Winkler County	001012893	CBA HDM
Doing Business As (DBA) Name, if applicable	Amendment No.	Region No.
	09-30	09
Address of Contractor (Street, City, State, ZIP)	Wave Contract Area	Complaint Code
419 East Campbell, Klamt, Texas 76745		

Section 2. Introduction

This amendment to the contract number referenced above (the "contract") is entered into by the Department of Aging and Disability Services (Department) and the legal entity (Contractor) named above (Department and Contractor, collectively, the "parties," each, a "party").

The Department represents the Health and Human Services Commission (HHSC), the Texas Medicaid agency, for any Medicaid services provided under this contract. The Department, as the representative for HHSC, administers community services programs under Title XIX, including Section 1915(c), Title XX of the Social Security Act, and Title 2, Texas Human Resources Code.

Section 3. Amendment Modifications

The parties agree that each marked provision below is hereby added to the contract as though it was set out word-for-word in the contract.

- The following counties local authorities are added to the contract.
- The following counties local authorities are deleted from the contract.
- Attachment A (relating to covered counties) is incorporated into the contract and represents the full listing of counties served as a result of this amendment.
- The attached Form 3691-A, Service Area Designation HCB, TADM, CDS and TAS is incorporated into the contract and replaces the Contractor's previously submitted Form 3691-A.
- Attachment B (relating to Home Delivered Meals) is incorporated into the contract and represents the new Home Delivered Meals provisions as a result of this amendment.
- Contractor agrees to screen its employees and contractors to determine whether they have been excluded from participation in Medicare, Medicaid, the State Children's Health Insurance Program and all federal and state health care programs. The Contractor agrees to search monthly the U.S. Department of Health and Human Services Office of the Inspector General (HHSC-OIG) and the Health and Human Services Commission Office of the Inspector General (HHSC-OIG) List of Excluded Individuals/Entities (LEIE) websites to capture exclusions and re-statements that have occurred since the last search and to immediately report to the HHSC-OIG any exclusion attempted by the contractor. Exclusionary searches for prospective employees or contractors shall be performed prior to employment or contracting. The Contractor also acknowledges and agrees that no Medicaid payments can be made for any items or services directed or prescribed by an excluded physician or other authorized person when the individual or entity furnishing the items or services either knew or should have known of the exclusion. This prohibition applies even when the Medicaid payment itself is made to another provider, practitioner or supplier that is not excluded.

Section 3. Amendment Modifications (continued)

Contractor agrees that in accordance with 42 CFR §455.93, the Department shall suspend all Medicaid payments to the Contractor upon notification by HHSC-OIG that a credible allegation of fraud under the Medicaid program is pending against the Contractor, unless the Department has good cause not to suspend the payments or to suspend the payments only in part.

Contractor agrees that except as provided in the paragraphs below, the Contractor must not use the Department's name, the state of Texas or refer to the Department or the state directly or indirectly in any media release, public announcement or public disclosure relating to the contract or its subject matter, including, but not limited to, any promotional or marketing materials, customer lists or business presentations (other than those submitted to the Department, an administrative agency of the state of Texas, or a governmental agency or unit of another state or the federal government).

The Contractor may publicly, at its sole expense, report Contractor performance under the contract with the Department's prior review and approval, which the Department may restrict at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the Department and any federal agency, as appropriate. The Contractor will provide the Department at least three copies of such publication prior to public release. The Contractor will provide additional copies at the request of the Department.

The Contractor may include information concerning this contract's terms, subject matter, and estimated value in any report to a governmental body to which the Contractor is required by law to report such information.

Contractor agrees that as part of its contract with the Department, Contractor may receive or create sensitive personal information, as section 501.007 of the Business and Commerce Code defines that phrase. Contractor must use appropriate safeguards to protect this sensitive personal information. These safeguards must include maintaining the sensitive personal information in a form that is unusable, unreadable, or indecipherable to unauthorized persons. Contractor may consult the "Guidance to Render Unsecured Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals" issued by the U.S. Department of Health and Human Services to determine ways to meet this standard.

Contractor must notify the Department of any confirmed or suspected unauthorized acquisition, access, use or disclosure of sensitive personal information related to this contract, including any breach of system security as section 501.053 of the Business and Commerce Code defines that phrase. Contractor must submit a written report to the Department as soon as possible but no later than 10 business days after discovering the unauthorized acquisition, access, use or disclosure. The written report must identify each individual whose sensitive personal information has been or is reasonably believed to have been compromised.

Contractor must either disclose the unauthorized acquisition, access, use or disclosure to each individual whose sensitive personal information has been or is reasonably believed to have been compromised or pay the expenses associated with the Department doing the disclosure if:

1. Contractor experiences a breach of system security involving information owned by the Department for which disclosure or notification is required under section 501.053 of the Business and Commerce Code; or
2. Contractor experiences a breach of unsecured protected health information, as 45 CFR §164.402 defines that phrase, and the Department becomes responsible for doing the notification required by 45 CFR §164.404.

The Department may, at its discretion, waive Contractor's payment of expenses associated with the Department doing the disclosure.

Other

Section 4. Effective Date

This amendment is effective October 1, 2013.

Section 5. Terms Remain in Effect

The parties agree that all other provisions of the contract shall remain in effect and govern except to the extent modified by this amendment.

Section 6. Amendment Execution

The Department and Contractor have each caused this amendment to be signed by their respective representative.

Department of Aging and Disability Services	Winkler County
_____ Signature-Department Representative	_____ Signature-Contractor Representative
_____ Date	_____ Date
Rea Raby Name of Department Representative (Print or Type)	Hon. Ronnie Legg Name of Contractor Representative (Print or Type)
Community Services Regional Director Title of Department Representative (Print or Type)	Winkler County Judge Title of Contractor Representative (Print or Type)

Community Services Contract Amendment
Attachment B - Home Delivered Meals

Type of Contract	Contract No.	Amendment No.	Region No.
CBA HDM	001012893	09-30	09
Name of Contractor			
Winkler County			
Contact Person			Area Code and Telephone No.
Robin Hawkins			432-586-3631

Each marked provision below is included in this attachment.

- Contractor will provide _____ units of Title XIX Community Care for the Aged and Disabled Home Delivered Meals for the period through _____ (budget period). The approved budget for each meal is \$ _____ and the approved budget for the budget period is \$ _____. The approved budget is reflected in the attached Form 2029, Information Worksheet, Purchase of Services Contract, which is incorporated into this amendment. The geographical area covered by the contract is Wink and Permit, Texas.
- Contractor will provide Title XIX Community Based Alternatives-Home Delivered Meals for the period October 1, 2013 through September 30, 2013 (budget period). The Title XIX meals will be paid at the rate of \$6.12 per unit. The geographical area covered by the contract is Wink and Permit, Texas.
- Contractor will serve or deliver meals in alternate format (frozen, chilled or shelf stable) on fewer than five days per week. The alternate delivery terms for the period _____ through _____ are described in the attached Form 2027, Home Delivered Meals FFY _____ Waiver Description, which is incorporated into the amendment.

Title of Contractor Representative

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to table receiving Monthly Report of Investment Officer; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to receive Annual Report of Patti Franks, Winkler County Tax Assessor-Collector; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None



PATTI FRANKS, RTA
TAX ASSESSOR-COLLECTOR
WINKLER COUNTY
POST OFFICE DRAWER T
KERMIT, TEXAS 79745
(432) 586-3465

WINKLER COUNTY
ANNUAL REPORT STATISTICS - 2012
July 29, 2013

2012 TOTAL TAX LEVY	\$ 11,316,322.24
DELINQUENT, AS OF JULY 1, 2013	\$ 222,335.75
(98.02% OF 2012 TAX LEVY COLLECTED)	
REAL, PERSONAL & MOBILE HOME DELINQUENT	\$ 88,187.29
MINERAL DELINQUENT	\$ 134,148.46

AD VALOREM TAX - STATEMENT OF COLLECTIONS

		Month July	Year 2013
Tax Assessor-Collector Patti Franks		County Winkler	
TYPE OF REPORT			
<input type="checkbox"/> Monthly		<input checked="" type="checkbox"/> Annual	

		COLLECTIONS	
C1.	Current Ad Valorem Tax	C1.	
C2.	Variance - Current Tax	C2.	+ 1,091.08
C3.	Variance - Delinquent Tax	C3.	+ 14.77
C4.	Penalty and Interest From Current Collections from February 1 to June 30	C4.	29,220.36
C5.	Delinquent Ad Valorem Tax	C5.	187,560.80
C6.	Penalty and Interest from Delinquent Collections	C6.	59,528.78
C7.	15% Attorney Fees	C7.	35,887.47
	Current Tax: Delq. Tax:		
C8.	Total Collections (Add C1 thru C7)	C8.	313,303.26
C9.	Beer and Wine License	C9.	1,205.00
C10.	Total Tax Levy From Tax Roll Statement FOR ANNUAL REPORT ONLY	C10.	11,316,322.24
C11.	TOTAL CREDITS (ADD C8,C9,C10)	C11.	11,630,830.50

		DEBITS	
D1.	Commission Paid to Delinquent Tax Attorney	D1.	35,886.94
<input checked="" type="checkbox"/>	Paid from Distribution Report		
DD.	Rendition Penalty Paid to CAD	DD.	21.31
<input checked="" type="checkbox"/>	Paid from Weekly Remittance Reports		
D2.	Commission on Beer and Wine License	D2.	60.25
D3.	Weekly Remittances Covering This Report	D3.	
D4.	Final Remittance to Balance This Report CK # 071 /2013	D4.	
D5.	AMOUNT DUE COUNTY	D5.	11,292,925.97
D6.	Erroneous Assessments (For Annual Report)	D6.	+ 79,600.28
D7.	Delinquent Taxes (For Annual Report)	D7.	222,335.75
D8.	TOTAL DEBITS	D8.	11,630,830.50

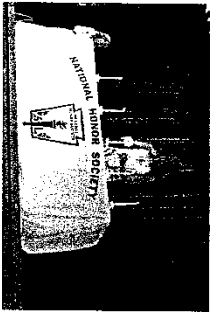
A motion was made by Commissioner Thompson and seconded by Commissioner Stevens to approve request of Kermit Chamber of Commerce to use Community Center in Kermit for Turkey Bingo on Tuesday, November 19, 2013; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

A motion was made by Commissioner Stevens and seconded by Commissioner Wolf to approve request of Kermit Volunteer Fire Department to hold golf tournament at Winkler County Golf Course for the benefit of Payton Hrcir on Saturday, October 26, 2013; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

We would like to invite you to come join us on Saturday, October 26, 2013, at Winkler County Golf Course and help us raise money for the Hrnrcir Family.



In addition to the 18 hole golf event, there will be a silent auction and a live auction. There will be signed sports memorabilia and products at each auction.

We also hope to bring in the Dennis Walters Golf Show the morning prior to the event. Please check with us closer to event date for confirmation.

Payton Hrnrcir is the sixteen year old daughter of Andy and Amy Hrnrcir. Andy

currently serves as the athletic director for the Wink-Loving Independent School District and Amy is a teacher and head volleyball coach. Payton is a junior at Wink High School and truly exemplifies



Wildcat Pride. She is a member of the state qualifying varsity volleyball team, Lady Cat basketball team and a regional contender in track. She serves as vice president of the student council and was recently inducted into the National Honor Society. Over the Fourth of July weekend, she was in an ATV accident in which she suffered a spinal cord injury. She has been in Houston at THRR hospital receiving therapy. She will be returning to THRR throughout the year for continued therapy. Throughout her treatment, she has shown incredible strength and faith as she faces the future.

Hrnrcir's Hope

Benefit

GOLF TOURNAMENT

TITLE SPONSOR:
Includes 2 team entries, 2 hole signs, name of title sponsor on t-shirts, name of trophies, banner & brochures.

Sold

GOLD LEVEL SPONSOR: \$3000
Includes 2 team entries, 1 hole sign, name on t-shirts, name on banner. Limited to 4 sponsors

SILVER LEVEL SPONSOR: \$1500
Includes 1 team entry, 1 hole sign, name on t-shirts, name on banner. Limited to 10 sponsors

BRONZE LEVEL SPONSOR: \$100
Includes 1 hole sign, name on banner & t-shirts

BEVERAGE CART SPONSOR: \$100
Name on beverage cart & t-shirts.

OTHER:
Non-sponsor donation \$ _____

Please use entry form on back of this page

ENTRY FORM

Please mark the Sponsor level you wish to support

GOLD LEVEL [] SILVER LEVEL [] BRONZE LEVEL [] BEVERAGE CART [] OTHER []

COMPANY NAME: _____

CONTACT NAME: _____ PHONE: _____

ADDRESS: _____ CITY: _____ ZIP: _____

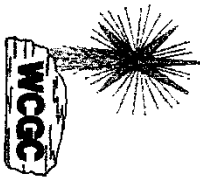
Please make checks payable to Kermit Volunteer Fire Department, P.O. Box 262, Kermit, TX 79745

We will contact you for team(s) members names prior to the event.

Any donations are appreciated. If you would like to make a donation, please use the attached entry form.



For additional information, please contact John Leavitt at Winkler County Golf Course in Kermit, Texas. 432-586-9243



Hymcir's Hope
Benefit
GOLF TOURNAMENT

Presented by
Kermit Volunteer Fire Department



Winkler County Golf Course
Saturday, October 26, 2013

18 hole 4 Person Scramble
Silent & Live Auction

Title Sponsor:
Garcia Well Service

A motion was made by Commissioner Neal and seconded by Commissioner Stevens to approve request of WCYC Jacket Cheerleaders to use Recreation Center at County Park in Kermit three (3) days per week (Monday, Tuesday and Thursday) from 6:00 to 8:00 p.m. beginning Monday, August 19, 2013 through Thursday, November 09, 2013 for practice area; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

A motion was made by Commissioner Neal and seconded by Commissioner Thompson that the Salary Grievance Committee for 2013 be composed of nine (9) public members; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

In accordance with Sections 152.014 and 152.015, Local Government Code, V.T.C.A., Judge Leck drew names at random from list of persons who

served on a grand jury in the County during the preceding calendar year. Subject to their acceptance, the following names were drawn to serve on the 2013 Salary Grievance Committee:

Ann Bannon Graves, Sylvester Diaz Alarcon, Kristi Melendez,
Michael Wayne Cooper, Timothy Lane Curtis, Beth Hunt Holley,
Jeffery Kyle Mills, James Fred Thomas and Marsha Denny Hill.

A motion was made by Commissioner Thompson and seconded by Commissioner Stevens to accept Home Delivered Meal Grant payment in the amount of \$3,091.72 from the Texas Department of Agriculture; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

A motion was made by Commissioner Thompson and seconded by Commissioner Stevens to approve Resolution Authorizing District Attorney's Grant Application to Criminal Justice Division of Governor's Office in the amount of \$106,079.00 for equipment, technology, supplies and direct operating expenses, and travel and training; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

RESOLUTION AUTHORIZING APPLICATION - OFFICE OF THE GOVERNOR CRIMINAL JUSTICE DEPARTMENT GRANTS PROGRAM

WHEREAS, the Winkler County Commissioners' Court finds it in the best interest of the citizens of Winkler and Crane Counties that the Investigations and Technology Grant be operated for September 1, 2013 through August 31, 2014; and

WHEREAS, Winkler County Commissioners' Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Winkler County Commissioners' Court assures that the funds will be returned to the Criminal Justice Division in full; and

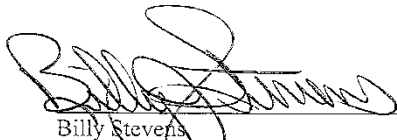
WHEREAS, Winkler County Commissioners' Court designates Dorothy A. Holguin, District Attorney for the 109th Judicial District, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED that Winkler County Commissioners' Court approves submission of the grant application for the Investigations and Technology Grant to the Office of the Governor, Criminal Justice Division.

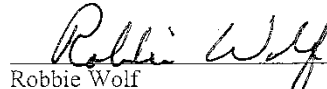
Introduced, read and passed by affirmative vote of the Winkler County Commissioners' Court on this the 12th day of August, 2013.



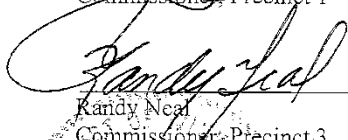
Bonnie Leck
Winkler County Judge



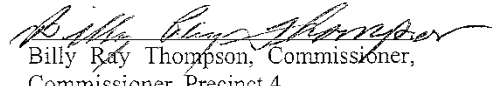
Billy Stevens
Commissioner, Precinct 1



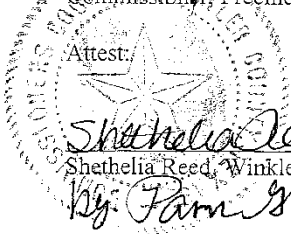
Robbie Wolf
Commissioner, Precinct 2




Randy Neal
Commissioner, Precinct 3



Billy Ray Thompson, Commissioner,
Commissioner, Precinct 4



Attest:


Shethelia Reed, Winkler County Clerk
By: Farn Greene, deputy

Grant Number: 2729001

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Statement of Agreement between Winkler County and West Texas Centers for period of September 01, 2013 through August 31, 2014; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

**STATEMENT OF AGREEMENT
BETWEEN
WEST TEXAS CENTERS
AND
WINKLER COUNTY COMMISSIONER'S COURT**

Kermit, Texas

September 1, 2013

In order to assure the accessibility of mental health and intellectual and developmental disability services when needed by any resident of Winkler County at a cost prohibitive to none, as authorized under the Texas Mental Health Mental Retardation Act (Article 5547-201 section 1.01 a., b., c., d., e., the Commissioner's Court of Winkler County (the County) enters into this agreement with West Texas Centers (the Center).

THE COUNTY AGREES TO:

1. Provide funds to the Center totaling SIX THOUSAND DOLLARS (\$6,000.00) per year to assist in maintaining the operation of the Winkler County Mental Health Center. This amount shall be paid to the Center in twelve (12) monthly payments of FIVE HUNDRED DOLLARS (\$500.00). Payments will be made to the Center in care of the Chief Financial Officer at 409 Runnels, Big Spring, TX 79720.
2. Furnish an office suitable for the efficient operation of the Winkler County Mental Health Center. This shall include post office box, telephones and all other utilities.
3. Furnish general office equipment and supplies for the Center.
4. Allow the center to supervise and administer mental health and intellectual and developmental disability services in compliance with standards set forth by Texas Administrative Code, the Health and Human Services Commission, Department of Aging and Disability Services, Department of State Health Services, Mental Health Community Standards and Rules of the Commissioner.
5. Register any complaints or questions through the Chief Executive Officer.

THE CENTER AGREES TO:

1. Provide sufficient staff to offer mental health and intellectual and developmental disability services in Winkler County. Services will be in compliance with the standards set forth by Texas Administrative Code, the Health and Human Services Commission, Department of Aging and Disability Services, Department of State Health Services, Mental Health Community Standards and Rules of the Commissioner.

- 2. To continually promote and upgrade communications and services allowing both the community and the Center to offer better services to citizens and consumers.
- 3. Furnish all staff training, travel expenses, postage, medications, medical equipment and medical supplies.

IT IS MUTUALLY AGREED THAT:

- 1. The term for this agreement will be for a period of twelve months beginning September 1, 2013 and terminating August 31, 2014. Subsequently, a review will be conducted annually for the purpose of making revisions that might be required. Either party may request an additional review of this agreement at any time.
- 2. The contract shall renew on an annual basis subject to approval by the Commissioner's Court of Winkler County and West Texas Centers.
- 3. Fees charged and collected from consumers for services shall be retained by the center. No consumer is refused services solely on an inability to pay.
- 4. This agreement may be canceled by either party by giving written notice to the other party thirty (30) days in advance.

Signed this _____ day of _____, 2013.

WEST TEXAS CENTERS

By: _____
 Shelley Smith, LMSW
 West Texas Centers
 Chief Executive Officer

We, the Commissioners Court of Winkler County have reviewed the Statement of Agreement with West Texas Centers and do hereby approve as evidenced by signature.

WINKLER COUNTY

By: _____
 Winkler County Judge
 Bonnie Leck for
 Winkler County Commissioners Court

A motion was made by Commissioner Wolf and seconded by Commissioner Neal to approve Super Maintenance Agreement between Winkler County and Syn-Tech Systems, Inc. for fuel system for Kermit Barn (\$2,304.75) and Wink Barn (\$2,304.75) for the period of July 28, 2013 through July 27, 2014 and payment in the amount of \$4,609.50 from budgeted funds; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
 Noes: None

A motion was made by Commissioner Thompson and seconded by Commissioner Stevens to approve Contract and Agreement between Winkler County and Floyd County for Residential Placement of Juvenile Offenders, Space Available at Floyd County Parent Adolescent Center for the period of September 01, 2013 through August 31, 2014; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
 Noes: None

Floyd County, Parent Adolescent Center Contract and Agreement Residential Placement of Juvenile Offenders Space Available

This contract and agreement made and entered into by and between Floyd County acting by and through its authorized representatives, Floyd County Commissioners Court and the 110th Judicial District Juvenile Probation Department, in conjunction with the Floydada Independent School District, Catholic Charities, and Central Plains Center, and WINKLER COUNTY, acting by and through their duly authorized representatives, to be effective September 1, 2013, through August 31, 2014.

WITNESSETH

Whereas, Floyd County operates the Parent Adolescent Center, hereinafter known as the Center, this Center was created under the provisions of the 110th Judicial District Juvenile Board, as a non-secure residential Center for the juvenile delinquent and has been duly inspected, certified, and designated by the 110th Judicial District Juvenile Board as suitable for the placement of children.

Whereas, WINKLER COUNTY, hereinafter known as the Contracting County, in order to carry out and conduct their juvenile programs in accordance with the Texas Family Code has need to use the residential facilities to house and maintain children of juvenile age, referred for an act of delinquency or an act indicating a need for supervision, during pre and post adjudication as prescribed by the court, the Center is a non-secure pre and post adjudication residential program; a Center that provides rehabilitative services to juvenile offenders; and.

Whereas, Floyd County desires to make the center available to Contracting County for such use and purpose, and Contracting County desires to contract for SERVICES AS NEEDED in the said Court.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS.

- 1. The terms of the Contract shall be for the period of September 1, 2013 through August 31, 2014. If either party hereto feels in its judgment that the Contract cannot be successfully consummated and desires to terminate this contract, then the party shall notify the Parent Adolescent Center in writing, by certified mail, or personal delivery to its central office, of its intention to terminate. After notification is received by the other party, at 12:00 midnight, thirty (30) calendar days thereafter, this contract shall terminate, become null and void, and the other party hereon be of effect. After receipt of a Notice of Termination, the contracting County will remove all juveniles placed in the Center on or before the termination date.
2. Floyd County agrees to provide to available space at the Cms that the contracting county requests the space, or as soon as is practically possible.
3. Floyd County will provide room, board, competent adult supervision and care 24 hours per day, 7 days per week. As a minimum, program components consist of: educational programs provided by Floydada Independent School District, re-socialization and counseling programs, and will include physical training and community service projects.
4. The Contracting County agrees to pay Floyd County the daily rate of \$ 78.00 per day for each day a juvenile is in the program. Floyd County will handle all accounting, billing, and payments for the operation of the Center and Contracting County shall pay in accordance with directives of Floyd County which are a part of the contract.
5. If emergency examination, medical treatment, or hospitalization outside the Center is required for a child placed in the Center by the Contracting County, then the Contracting County guarantees that such costs will be paid in full. The administrator of the Parent Adolescent Center shall notify the Contracting County within 48 hours of the emergency care and/or treatment.

- 7. Center will disclose by Contracting County any pending, or initiated criminal or governmental, investigation and results findings by act 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 or any state or local law enforcement entity related to the Center, its employees, administrators, contractors or advisory board members.
8. Assumes that the Center is a vendor in good standing with the Texas Comptroller of Public Accounts.

B. The Parent Adolescent Center shall provide at the request of the Contracting County, any financial and programmatic monitoring reports to ensure performance of and compliance with the contractual provisions of the contract.

- C. This contract may be terminated by the Contracting County if:
1. The Center fails to achieve the goals and objectives of the individual case plan, unless such failure is due to the conduct or performance of the juvenile.
2. The Center fails to comply with the conditions of the contract.

11. In accordance with Senate Bill 79, Section 44, 76th Legislature, Regular Session, Floyd County, as contractor, certifies that acceptance of State funds from Contracting County 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 these funds. Floyd County further agrees to cooperate fully with the State Auditor's Office or its successor as the auditor of the audit or investigation, including providing all records requested. Floyd County will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Floyd County and its requirement to cooperate is included in any subcontract awards.

12. The Contracting County shall give Floyd County written notice of intent to terminate three (3) working days prior to termination, and must identify the specific grounds for termination. The Center shall have three (3) working days to correct such grounds, and if corrected, the contract will remain in effect. If the grounds were previously brought to the attention of the Center, notice of termination is not required, and termination of the grounds will not constitute the contract in effect.

13. Contracting County will be responsible for transportation to and from the Parent Adolescent Center unless specific arrangements are otherwise made.

14. It is understood and agreed by the parties hereto that children placed in the program under the proper order of the Juvenile Court of Contracting County shall be maintained therein except that the staff of the contracting jurisdiction or time become may 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 reasonable notice as to when the child will be removed, expected return time, and will sign a temporary release form.

15. Contracting County will provide for a basic uniform for each placement of more than 30 days. Uniforms will be purchased by Parent Adolescent Center and Contracting County will be billed for the uniform, amount not to exceed \$100.00 per placement, and Contracting County shall be billed for no more than 4 uniforms per year, regardless of number of placements. Contracting Department will also furnish or require provide parents in French, specific undergarments, personal hygiene supplies and running shoes for each placement.

OFFICIALS NOT TO BENEFIT: No officer, member, or employee of the Criminal Justice Division and no member of its governing body, and no other public officials of Floyd County or 110th Judicial District who exercises and functions or has responsibilities in the review or approval of the contract or carrying out of this program shall participate in any decision relating to this Contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in the Contract or the proceeds therefrom.

6. Each juvenile placed in the Center by the Contracting County shall be placed thereunder under the proper order of the Juvenile Court or the Contracting Department. The Facility Administrator shall furnish the Contracting a minimum, the Center shall require each juvenile to follow the rules and regulations of conduct as fixed and determined by the Facility Administrator and the staff of the Center.

Due to the physical training program requirements of the Parent Adolescent Center, the Center may adopt Physical Exam Standards that will become a part of this contract. It is required that each juvenile placed in the Center have a thorough medical examination (including TB and STD) testing juvenile's ability to participate in physical activities, a dental exam with any required dental work performed prior to entry, and a psychological exam prior to entering the program to assure fitness for physical exercise and other programmatic elements.

7. If a child is accepted by the Parent Adolescent Center from the Contracting County and such child thereafter is found to be, in the judgment of the Facility Administrator, mentally unfit, dangerous, or unmanageable or any other occupant of the Center, or would prevent child from participating in the program of the Center, then the Facility Administrator's sole judgment and upon notification of such applicable Juvenile Judge or Contracting Probation Department Officer, Executive Director may remove or cause to be removed such child from the Center. The Parent Adolescent Center will give Contracting County 6-12 hours notice of the need to remove the child. It will be the responsibility of the Contracting County to arrange transport for the removal of the child within that time frame.

9. Floyd County agrees that the Center will accept any child qualified thereunder, without regard to such child's religion, race, creed, color, sex, or national origin.

9. It is further understood and agreed by the parties hereto that children placed in the care of the Center shall not be discharged therefrom without:
a) Receipt by the Center of an Order signed by the Judge having jurisdiction of Contracting County duly certified by the Clerk of said Court, or
b) By the authorized representative of the Juvenile Probation Department who originally placed the child, or
c) As provided in paragraph (2) above.

10. In accordance with requirements of the Texas Juvenile Justice Department, Facility County:

- A.
1. Assumes that within 30 days of placement an individual case plan will be formulated, in coordination with the child, juvenile probation department and family, and placed in each juvenile's case management file that clearly reflects goals and objectives for each resident. The JJD required Residential Case Plan will be utilized which will establish goals, outputs and measurable outcomes based on the case domains specified by the Texas Health and Human Resources Code Section 14.056(b) and all periodic (90 day) reviews will be performed to assess youth's progress and make any changes deemed necessary to the plan.
2. Does certify that the Parent Adolescent Center is an eligible to receive state funds as required by Texas Family Code, and acknowledges that this contract may be terminated and payment will be withheld if this certification is inaccurate.
3. Shall adhere to all applicable State and Federal laws and regulations pertaining to the Parent Adolescent Center's provision of services;
4. Shall account for the receipt and expenditure of any and all funds received under this contract;
5. Shall maintain all applicable records for a minimum of three (3) years or until any pending audit and all questions arising herefrom have been resolved.
6. Shall comply with all state and federal regulatory agencies, policies, procedures, administrative rules, and minimums of applicable licenses, registrations or other regulatory permits and shall notify Contracting County within 24 hours of any failure to meet licensing requirements/certifications.

This Contract and Agreement this date executed 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 may have allegedly committed an act of delinquent conduct or an act indicating the need for supervision and payment of such care by Contracting County for each children placed in the Center by the judge of Contracting County Juvenile Jurisdiction or the Chief Juvenile Probation Officer of same.

Executed this 12th day of August, 2013, to be effective September 1, 2013 through August 31, 2014, each copy hereof shall be considered an Original Copy for all intents and purposes.

Penis Golightly, Floyd County Judge
Mela L. Moore, Chief Juvenile Probation Officer/Administrator
Bonnie Lock, Winkler County Judge
Eric DeAnda, Interim Chief Juvenile Probation Officer

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Contract between Winkler County and Brookhaven Youth Ranch for Residential Services for juvenile offenders for the period of September 01, 2013 through August 31, 2014; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

STATE OF TEXAS
COUNTY OF WINKLER

CONTRACT FOR RESIDENTIAL SERVICES

This agreement is made by and between Winkler County Juvenile Probation and Brookhaven Youth Ranch, a residential service provider, in consideration of the mutual covenants herein contained and the services agreed to be furnished and the sums of money agreed to be paid, it is agreed as follows:

SECTION I – PROVISION OF SERVICES

Brookhaven Youth Ranch, residential service provider, agrees to provide the following services:

- 1. Residential care** for a minor child under the care and supervision of the Juvenile Court of Winkler County, Texas.
- 2. Educational services** necessary to comply with the Compulsory School Attendance laws of the State of Texas. Educational services should encourage school attendance and desire on the child's part to seek an educational future. Service provider agrees to provide a copy of the child's grade reports, disciplinary referrals, tests and other pertinent documents to the following:
Winkler County Juvenile Probation Department
PO Box 822
Kermit, TX 79745
- 3. Behavior modification** programming which includes modeling appropriate relationships, respect for authority, consistent structure, positive and negative consequences for appropriate and inappropriate behavior. Service provider agrees to monitor all forms of behavioral acting out (i.e., sexual, criminal) and negative peer influences.
- 4. Recreational programming** which includes group and individual activities, the specific games and field trips to practice and enhance the development of appropriate skills.
- 5. Social Skills Training** which will include values clarification, positive group inclusion, positive decision making skills, appropriate responses to negative peer influences and appropriate and inappropriate sexual behavior.
- 6. Medicinal treatment** as needed on an emergency basis. All non-emergency medical treatment must be approved prior to the securing of services. All non-emergency medicinal charges not previously approved will NOT be reimbursed. All prescription medication will be reimbursed.

In addition, the SERVICE PROVIDER is expected to develop and provide to Winkler County Juvenile Probation Department with the following:

- a. **Short-range goals** within 30 days, which should include, but are not limited to:

Residential services contract, Winkler County, J. P.

STATE OF TEXAS
COUNTY OF WINKLER

CONTRACT FOR RESIDENTIAL SERVICES

Treatment Plans/Admission Assessments
Educational Assessment
Recreations Activities available to the child
ARD if needed

- b. **Long-range goals** within 60 days, which should include, but are not limited to:
Structured Living Environment with rules and consequences
Focus on issues identified in placement documents, preplacement review
Goals to help child to achieve at his/her potential
Behavior modification
Plans for significant education progress

SECTION II – FEES AND PAYMENTS

Winkler County Juvenile Probation Department agrees to pay \$128.25 per day for the services as listed above. SERVICE PROVIDER shall bill Winkler County Juvenile Probation Department by the fifth working day of the month and Winkler County Juvenile Probation Department agrees to pay SERVICE PROVIDER the agreed upon rate within 30 days thereof.

SERVICE PROVIDER certifies by signature on this contract by its agents that it is an eligible recipient of funds from the State of Texas, as required by the Texas Family Code Section 231.006. Service Provider further agrees to abide by all applicable state and federal laws.

SERVICE PROVIDER, certifies by signature on this contract by its agents that, where applicable, state funds are accounted for separately. Further, all records pertaining to this contract are maintained on file for a minimum of three years or until any pending audits and all questions arising therefrom have been resolved.

SERVICE PROVIDER shall retain, for a minimum of three years or until any pending audits and all questions arising therefrom have been resolved, and make available for inspection by the Texas Juvenile Probation Commission all contractual agreements with service provider subcontractors.

SECTION III – CONTRACT PERIOD

The contract between Winkler County and Service Provider will begin on 08/01/2013 and end on 08/31/2014.

Residential services contract, Winkler County, J. P.

Exhibit "A"

JUVENILE CONTRACT TERMS

ADDENDUM

This agreement is between Winkler County and Brookhaven Youth Ranch, hereinafter known as SERVICE PROVIDER.

- This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement shall be Winkler County, Texas.
- To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't. Code §562.001 et seq, as amended (the "Open Records Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Winkler County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Open Records Act.
- Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code §16.070, as amended, and any provision to the contrary is hereby deleted.
- Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, any term which provides for such a claim is hereby deleted.
- The parties agree that under the Constitution and laws of the State of Texas, Winkler County cannot enter into an Agreement whereby Winkler County agrees to indemnify or hold harmless any other party, therefore, all references of any kind to Winkler County indemnifying, holding or saving harmless for any reason whatsoever are hereby deleted.
- Pursuant to Texas Government Code, a payment by a governmental entity is overdue on the 31st day after payment is due and pursuant to Texas Government Code, an overdue payment bears interest at the rate of 1 percent each month. Therefore, all provisions to the contrary are hereby deleted.
- SERVICE PROVIDER agrees to account separately for the receipt and expenditure of any and all funds received from Winkler County under this contract.
- SERVICE PROVIDER shall retain all records for a minimum of three years or until any pending audits and all questions arising therefrom have been resolved and shall make available for the Texas Juvenile Probation Commission inspection, all contractual agreements with any SERVICE PROVIDER subcontractors.
- SERVICE PROVIDER will take affirmative action to ensure that applicants are employed and treated during employment without regard to their race, religion, color, sex, national origin, age, or handicap.
- SERVICE PROVIDER agrees that it shall adopt and implement work place guidelines concerning persons with AIDS and HIV infection and shall also develop and

STATE OF TEXAS
COUNTY OF WINKLER

CONTRACT FOR RESIDENTIAL SERVICES

ASSURANCES

Under Section 231.006, Family Code, the vendor or applicant certifies by signature that the individual or business entity named in this contract is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certificate is inaccurate.

In any legal action arising under this contract, the laws of the State of Texas shall apply and venue shall be in Winkler County, Texas.

Winkler County reserves the right to discontinue services with 30 days notice to the SERVICE PROVIDER. Upon notice of intent to remove, SERVICE PROVIDER shall prepare and provide a discharge summary addressing the current functioning level of the child, items accomplished from the original plan of service and future needs.

Interim: _____ 08/12/13 _____
 Winkler County, DMR Date
 Juvenile Probation Dept. Representative
 PO Box 822
 Kermit, Texas 79745
 (432) 566-3088

_____ 08/12/13 _____
 Dennis Cooke, Ex. Director Date
 Brookhaven Youth Ranch
 566, Rogers Hill Road
 West, Texas 76691
 (254) 829 1813

_____ 08/12/13 _____
 Bonnie Leck Date
 Winkler County Judge

Residential services contract, Winkler County, J. P.

implement guidelines regarding confidentiality of AIDS and HIV related medical information for employees, clients, staff and residents served by the Juvenile Probation Department

11. No officer, member or employee of Winkler 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 exercises 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 affects his/her personal interest, have any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.

12. Services provided under this agreement shall be provided in accordance with all applicable state and federal laws and regulations pertinent to the SERVICE PROVIDER'S provision of services.


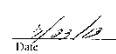
13. SERVICE PROVIDER certifies compliance with all terms, provisions, and requirements of Titles VI and VII, Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and any other Federal, State, local or other anti-discriminatory act, law, statute, or regulation in the performance of this contract, and will not discriminate against any child or youth, client, employee or applicant for employment because of race, creed, religion, age, sex, color, national or ethnic origin, handicap, or any other illegal discriminatory basis or criteria.

14. SERVICE PROVIDER certifies that pursuant to Section 231.006 of the Texas Family Code that the individual or business entity named in this contract is not ineligible to receive the specified payment(s) and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. The SERVICE PROVIDER states that it is not ineligible to receive State or Federal funds due to child support arrearages.

15. In the event of any conflict between either the terms and provisions of this addendum and the terms and provisions of those contractual provisions tendered to Winkler County, this addendum shall control.

16. Upon reasonable request from Winkler County Juvenile Services or the Winkler County Attorney's Office, Service Provider's employees and agents who have contact with juveniles and their families or who provide program services shall testify in court and shall NOT require a subpoena or fail to testify based upon lack of a subpoena, or residing, working, or otherwise being beyond the range of a subpoena.

APPROVED AS TO FORM AND CONTENT:

Winkler County Juvenile Board Representative	Bonnie Leck, Winkler County	August 12, 2013
		Date
		
Dennis Cooke Executive Director		Date
SERVICE PROVIDER		

Residential services contract Winkler County J P

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to Contract and Agreement between Winkler County and Garza County for Placement of Juvenile Offenders, Space Available at the Garza County Regional Juvenile Center for the period of September 01, 2013 through August 31, 2014; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

**CONTRACT AND AGREEMENT
PLACEMENT OF JUVENILE OFFENDERS
SPACE AVAILABLE**

This Contract and Agreement made and entered into by and between the County of Garza acting by and through its authorized representatives, the Garza County Juvenile Board, the Garza County Public Facility Corporation ("Garza County") and Winkler County ("Contracting County") acting by and through their duly authorized representatives, to be effective September 1, 2013 through August 31, 2014.

WITNESSETH

Whereas, Garza County operates the Garza County Regional Juvenile Center ("Center") under a Contract with Cornerstone Programs Corporation and such Center has been duly inspected and certified as being suitable for the detention of children; and,

Whereas, Contracting County, in order to carry out and conduct their juvenile programs in accordance with the Texas Family Code has need for the use of detention facilities to house and maintain children of juvenile age, referred for an act of delinquency or an act indicating a need for supervision, during pretrial and pre-dispositional status and/or in the post-dispositional treatment prescribed by the Court; and,

Now, therefore, the parties agree as follows:

- (1) The term of this Contract shall terminate on midnight August 31, 2014. After a mutual good faith has been made toward the success and performance of the Contract, if either party hereto in its judgment determines that the Contract cannot be successfully continued, and desires to terminate the 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 principal office, of its intention to terminate the Contract thirty (30) days thereafter, this Contract shall terminate, become null and void and be of no further force or effect. After receipt of Notice of Termination, Contracting County shall remove all children placed in the facility prior to the terminating date.
- (2) Contracting county agrees to pay Garza County the daily rate of \$118.00 for each and every day each male child is in detention for pre-adjudication and the daily rate of \$121.00 for post-adjudication treatment. Contracting county agrees to pay Garza County the daily rate of \$136.00 for each and every day each female child is in detention for pre-adjudication and the daily rate of \$130.00 for post-adjudication treatment. For specialized programs, the Contracting county agrees to pay \$134.00 for post-adjudication sex offender treatment. For intensive programs, the Contracting county agrees to pay \$161.00 for post-adjudication treatment. These fees shall be paid to Garza County upon filing and in accordance with payment procedures agreed upon by Contracting County and the Garza County Regional Juvenile Center.
- (3) Garza County will provide: room and board, twenty-four (24) hours per day, seven (7) days per week, supervision, routine medical, examination and restrooms within the facility, an approved educational program, recreation facilities and counseling to each child placed within the facility.
- (4) The Contracting County shall provide for all, costs incurred for the purchase of prescription medications, medical care (emergency or otherwise), psychological evaluations, or hospitalization. The administrator of the facility is authorized to secure such prescriptions, examination, evaluation, treatment or hospitalization in emergency situations at the expense of the Contracting County. If emergency examination, treatment or hospitalization outside the facility is required, then:
 - 1. for each resident;
 - 2. residents will receive accredited school curriculum;
 - 3. 1 hour of behavior group daily;
 - 4. 1 hour of life skills group daily;
 - 5. 1 hour of physical recreation daily;
 - 6. individual counseling as determined by specific program requirements.
- (5) **Outcome measures**
Significantly reduce recidivism rates of juvenile offenders while presenting them with the skills needed to maintain their abstinence from delinquency.
- (6) Does certify that Cornerstone Programs Corporation is not eligible to receive state funds as required by Texas Family Code Section 231.006 and acknowledge that this contract may be terminated and payment will be withheld if this certification is inaccurate;
- (7) Shall adhere to all applicable state and federal laws and regulations pertinent to Cornerstone Programs Corporation's provision of services;
- (8) Understands that payment for services may be paid in part or in full by funds provided through TJRF and shall separately account for the receipt of any state funds received under this contract;
- (9) Shall maintain all applicable records for a minimum of three (3) years or until any pending suits and all questions arising therefore have been resolved.
- (10) In accordance with SFAC, Contracting County through Cornerstone Programs Corporation shall provide, at the request of the Contracting County, any specific accounting, reporting or auditing requirements to ensure performance of and compliance with the contractual provisions of this contract, generally accepted accounting principles and practices are used.
- (11) In accordance with SFAC, this contract may be terminated by Contracting County for non-compliance if:
 - a. The Center fails to achieve the goals and outcomes of the individual case plan, unless such failure is due to the conduct or performance of the juvenile; or
 - b. The Center fails to comply with the conditions of the Contract.
- (12) Cornerstone Programs Corporation 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 these funds. Cornerstone Programs Corporation 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.
- (13) Garza County will provide suitable transportation for, adults residents upon admission to and discharge from Garza County. All other resident transportation needs may be provided on a case by case basis subject to additional charges.

Center is required for a child placed in the Center by Contracting County, the Contracting County guarantees that such costs will be paid in full. The administrator shall notify the Contracting County of such medical situations within 24 hours of its occurrence, if possible.

- (14) Each child placed in the Center by Contracting County shall be placed therein under proper order of the Juvenile Court with the approval of the Administrator and staff of the Center.
- (15) Each child placed therein shall be required to follow the rules and regulations of conduct fixed and determined by the Administrator and staff.
- (16) If a child is accepted by the Center from Contracting County and such child thereafter is found to be, in the sole judgment of the Administrator, mentally unfit, dangerous or unmanageable or either of such conditions or characteristics, or whose mental or physical condition would or might endanger the other occupants of the Center, then in the Administrator's sole judgment upon written notification to the Juvenile Judge or Probation Officer, and Juvenile Judge or Probation Officer shall forthwith remove or cause to be removed such child from the Center.
- (17) Garza County agrees that the Center will accept any child qualified hereunder, without regard to such child's religion, race, creed, color, sex or national origin.
- (18) It is further understood and agreed by the parties hereto that children placed in the care of the Center shall not be discharged therefrom without:
 - A. Receipt of the Center of an Order signed by the Judge(s) having juvenile jurisdiction of Contracting County duly certified by the Clerk of said Court; or
 - B. By the authorization of the Juvenile Probation Department who originally detained the child; or
 - C. As provided in paragraph (7) above.
- (19) It is further understood and agreed by the parties hereto that nothing in the Contract shall be construed to permit Contracting County, their agents, servants or employees in any way to manage, control, direct or instruct Garza County, its servants or employees in any manner respecting any of their work duties or functions pertaining to the maintenance and operation of the Center. However, it is also understood that the Juvenile Court of each individual County shall control the conditions and terms of detention supervision as to a particular child pursuant to Texas Family Code Section 51.12.
- (20) In accordance with the requirements of the Texas Juvenile Probation Commission concerning Service Provider Contracts, the following provisions and sub-provisions apply:
 - A. Garza County through Cornerstone Programs Corporation, in accordance with the provisions of the State Financial Assistance Contracts (SFAC):
 - a. shall identify goals and outputs and document measurable outcome which relate to the program objectives. Goals include a holistic approach, treating every aspect of the juvenile's life, including physical, mental, emotional, spiritual and family. The program encourages participant positive change in a secured structured environment.
 - b. **Output measures**
 - 1. an individual case plan will be placed in each juvenile's case management file that clearly defines goals and outputs

OFFICIALS NOT TO BENEFIT

Neither, members or employees of the Criminal Justice Division and no member of its governing body and no other public officials of Garza County who exercise any functions or responsibilities in the review or approval of the making or carrying out of this contract, shall participate in any decision relating to this contract which affects his personal interest or have any pecuniary or proprietary interest, direct or indirect, in the Contract or the proceeds therefrom.

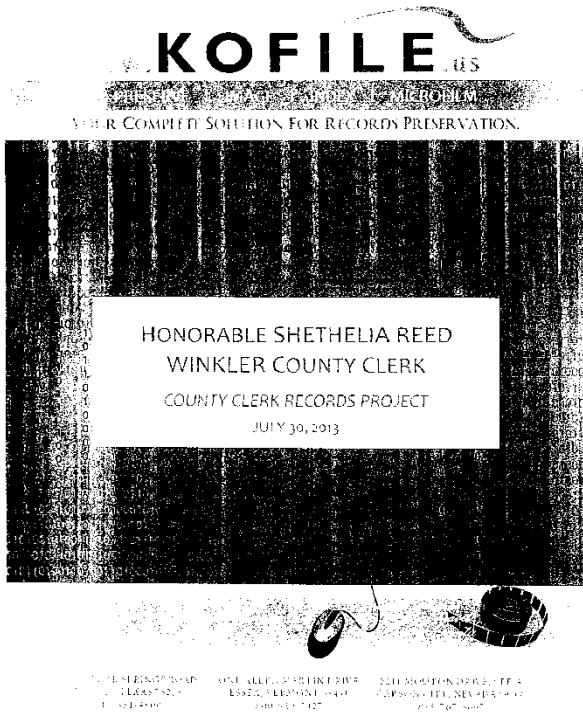
This Contract and Agreement that date is made by and between the parties hereto, it being the declared intention of the parties hereto that the above and foregoing Contract, is a contract providing for the care of children who may have allegedly committed an act of delinquency or an act indicating a need for supervision and payment of such care by Contracting County for such children placed in the Center by the judge of Contracting County juvenile jurisdiction.

Executed this the 12th day of August, 2013.

_____	Lee Norman, Garza County Judge
_____	Joe Newman, President Cornerstone Programs Corporation
Authorized Signature _____	Bonnie Beck Winkler County Judge Contracting County
Authorized Signature _____	Contracting County
Authorized Signature _____	Contracting County
Authorized Signature _____	Contracting County
Authorized Signature _____	Contracting County

A motion was made by Commissioner Thompson and seconded by Commissioner Neal to approve KOFIE proposal for image processing and indexing services with fees to be paid from committed funds, County Clerk's Records Management and Preservation Funds and County Clerk's Records Archive Funds; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None



WINKLER COUNTY CLERK
County Clerk Records Project
July 30, 2013

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EXECUTIVE SUMMARY

Records document and verify our existence—their survival is essential to protecting life, liberty, and property. Every day, counties are faced with an insurmountable task—the responsibility to ensure the physical protection of collections and maintain access to vital permanent data. KOFILE Preservation, Inc. (hereby Kofile) appreciates the opportunity to partner with the Winkler County Clerk. This proposal will present an innovative approach to this project to ensure the successful digitization of the Winkler County records.

Kofile is proud to preserve the pages of American history. To date, we have converted in excess of one billion public records. We are committed to implementing a solution that offers professional imaging standards and, in terms of product quality and longevity, provides the highest rate of return on Winkler County's investment. Our service insures the survival of the Best Original Image for the application of current and future technologies. Kofile understands the need for access to public records, and the ease of rapid digital retrieval.

This proposal includes a price quote for the imaging and indexing of the Winkler County Clerk's Land, Probate, and Vital Records.

Sections 2 and 3, address the ability of the Kofile solution to meet the County Clerk's requirements. With headquarters located in Dallas, Tex., we can work side by side with Winkler County Clerk's key project stakeholders to ensure that the requirements are understood, technology is appropriately applied, and the benefits exceed expectations. Our Account Manager and Dallas-based Project Manager will monitor the project with County counterparts. We do not subscribe to the "scan it and forget it" philosophy. See Section 4 for Proposal Pricing.

Key personnel are identified and introduced in Section 5: Qualifications. Our team's experiences in this industry have allowed Kofile to improve our services and produce innovative software and processes. As a software manufacturer and a provider of high volume document capture, imaging, and media management services, Kofile is uniquely positioned to meet the needs of the Winkler County Clerk's Office.

Kofile's credentials also extend to recognized expertise in managing high volume capture operations with excellent quality and timely results. Also, as a software manufacturer, Kofile has used its experienced imaging team, combined with its technology competence, to enhance the imaging process well beyond that used by any of our competitors.

If we can provide additional information, or if you have any questions on this proposal, please contact Rnacy Barret at (214) 351-4800 or via email at Rnacy.Barret@kofile.us.

LOCATION OF PERFORMANCE

Due to the sensitive nature of the data involved in this project, Kofile understands the need for multiple security measures. All work performed at Kofile is held to the highest standards of workmanship and quality. Kofile will perform quality assurance on each image produced.

LOCATION OF WORK

Kofile maintains the highest level of security for documents when compared to any other commercial imaging facility. Our national headquarters is located at 8300 Cedar Springs Road in Dallas, Tex., see pictured right. Our entire facility is contained within a fire resistant brick and concrete building—which contains structural steel support members, fire rated walls, ceiling, and flooring. Each of our three vault areas are protected by secure and fire resistant vault doors. We are the only commercial imaging company with a 24/7 manned on-site security person in combination with electronic surveillance. A state of the art security system protects the entire building.

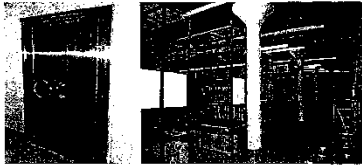


Kofile employees are subjected to background checks for all personnel, including extensive interviews before they work with confidential records. Our operator terminals are configured to ensure that no user can leave the facility. There is no Internet access and writable drives are not installed in the computers. Any employee who works on this project will be issued a username and password to access those images, whether it is a manager, scanner operator, a QC operator, or an indexer. We work in a secured, directory based environment and we assign rights to the individual images as "read only" and only certain employees have the passwords to change permissions on an image. In this way no one can delete or modify images unless they have the authorization to do so. All activity of this nature is logged.

In terms of the physical tracking of media and safety, Kofile guarantees the safety of the media while under our responsibility. The key to preventing the loss of media is based upon establishing positive control over each item. We have managed a large number of such projects and have not lost any media or source files. Irreplaceable roll film, aperture cards, cartridges, paper files, charts, maps, and microfiche from many clients have been handled in this manner, without loss. Inventory control will be maintained continuously throughout

each step of the conversion process, and our SQL imaging database maintains a complete audit trail throughout each step.

VAULTS
Kofile has three separate vaults. Each vault is equipped with specialized storage devices for the housing of various media.



Daily protocol requires that records removed from the vault for work are in the custody of a technician at all times. When records are not undergoing treatment, they are immediately returned to the vault area. This includes nights, weekends, holidays, etc. Likewise, if pressing or other mechanical process is required beyond normal working hours, the process is continued in the vault area. All of our facilities are located above flood plains, and are sited in areas that are unlikely to suffer from hurricane, tornado, or other catastrophic natural disaster.

SERVICE DELIVERY

At Kofile, trained personnel handle documents with the utmost care. For projects with large inventories, records are transported in our secure 18-foot truck. The cargo is held in a climate-controlled environment. This vehicle boasts a 4,000 lb. lift gate (moves books palletized between 2,500 and 3,000 lbs.—which equals 700 fully assembled binders), air suspension, and air brakes. This truck is also equipped with several extra security features, which include back-up cameras and an anti-lock braking system. With this security system, we can monitor cargo in transit. Executives monitor location, warning signals, and environmental conditions during transport.



METHODOLOGY

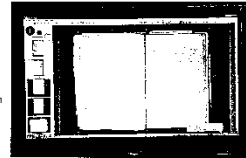
IMAGE PROCESSING

IMAGE PERFECT software ensures optimum image quality. When documents vary in size and density, custom programming ensures image uniformity. IMAGE PERFECT software provides proprietary algorithms to achieve the highest image quality. Utilizing algorithms is critical for capturing different densities and quality levels.

We maintain 100% document integrity and image control with exclusive Image Locking capabilities. The processing procedures will not allow for information from rescanned pages to accidentally be cut and pasted into the incorrect page. The IMAGE PERFECT application software uses custom image clean up and enhancements such as deskew, despeckle, character repair, and zonal processing. Annotations are supported to allow Name, Book Type, Volume, and Page to be electronically added on the image.

We employ Quality Targets to establish the baseline digital capture quality of the scanner at the time of scanning. This allows Kofile to measure the digitization physics at the time of capture. The Quality Target serves as the foundation for our quality assurance analysis. Our software will measure each image for the following attributes at a minimum:

- Target DPI
- Target Image Scale and Correction
- Color Management
- Brightness/Contrast Correction
- Gamma Adjustment
- White Balancing
- Page Orientation
- Exposure Uniformity
- Color reproduction data



During the image repair process, custom IMAGE PERFECT software allows repair of the currently displayed image without rescanning. This eliminates the need for rescanning additional images that could compromise image integrity. Our procedures and software ensures the highest possible quality at each step during the image capture/processing process.



QUALITY CONTROL

Quality control is a key element in all imaging and archiving projects. Our quality control process ensures that all images are certified. We do not use random sampling in our QC methodology. Each and every image is checked during QC. Kofile will provide an image log which notes the steps employed for each re-created book. Image quality is checked during scanning to ensure that information is not lost during capture. Each page is checked to ensure there are no missing pages, double feeds, and to account for "A" pages (which may have been added to the original book).



STANDARDS AND FORMATTING

Kofile makes use of gray-scale scanning techniques for documents to ensure the optimum resolution of each page. We verify effectiveness and minimum legibility of the scanning process through rigorous and systematic quality control.



Images will be captured at a minimum of 300 dpi at 255 gray levels, thus ensuring the highest image quality for documents with poor contrast and difficult-to-read information. As a standard process, all images digitized by Kofile for inclusion in the target system will be accumulated as Group 14 bitonal images in a standard TIFF format. Single-page images will be stored in 3001.Com (Page Numbers) extensions. For output to imaging systems, the images are optimized and scaled according to the specifications of the target system.

Upon request, Kofile stores an electronic security back up of all images in case of loss, damage, or destruction by fire or natural disaster.



INDEXING

Kofile also provides custom indexing services for county clerks. Indexing projects commence with a comprehensive assessment of the office's indexing specifications. This analysis produces essential information to ensure the metadata's accuracy and integrity. Taking the additional time to thoroughly examine the Office's requirements will allow for accurate and consistent indexes. This service is essential to guarantee quick searches for County users.



Our Data Entry Manager, Wanda Gomez, has over 43 years' experience and excels at placing the customer's needs first. Data integrity is essential. Our goal is to provide consistently keyed fields. This will improve document retrieval and build a dependable searchable database for County staff and patrons.

Kofile performs key entry at least twice for every field. Our proprietary indexing software and keying procedures provides proven 99.95% accuracy. Indexing projects are completed in our secure Dallas Headquarters.

Following the initial field key entry, the records is displayed to a second indexing operator. This individual also keys the field (also termed a "blind re-key"). The software compares the entries. If they don't match, the record is sent to an experienced supervisor. This supervisor identifies the problem with the field entry and determines if it is a one-time keying error or a prevailing issue. The supervisor decides if a new keying standard is needed for all operators to follow. The record is then sent to another indexing technician and keyed again. With this methodology, each field is blind-keyed three times.

In our quality control procedures, any questioned process is researched and answered internally by experienced managers and supervisors. If the County is required to provide input, Kofile will contact the County Clerk for a clarification and/or decision. We take pride in building successful professional relationships with our clients.



PROPOSAL PRICING

WINKLER COUNTY CLERK			
RECORDS/ITEM TITLE	LEVEL OF SERVICE	QUANTITY	LINE ITEM TOTAL
Land, Probate, and Vital*	Image Processing	95,406	\$45,794.88
	Indexing	40,854	\$12,379.00
TOTAL			\$58,173.88

*Land, Probate, and Vital Records include the following book types: Probate Minutes, Release Records, Federal Tax Liens, Abstract of Judgments, Field Notes, School Lands Act 1900, Field Notes, Classification of School Lands Records, University Lands Records, Surveyors Records, Small Estate Records, Marriage Records, Birth Records, Confidential Birth Records, Deferred Birth Records, Bill of Sale, Miscellaneous Records, and Death Records.

- Pricing Includes:
- Image Capture
 - Image Processing
 - Image Annotation
 - Image QC
 - Page Validation
 - Despeckle/Deskew
 - Image Splitting
 - Conversion/Import into Tyler/Eagle Land Records System

COUNTY ACCEPTANCE

BY: _____
(Signature of Authorized official)

TITLE: _____

DATE: _____

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QUALIFICATIONS

With Kofile's services, the Winkler County Clerk saves money and ensures a resulting digital image that is highest quality, and free of distortion or loss. Our expertise ensures that sheets are not damaged during capture. Kofile holds Valuable Papers Insurance coverage of \$1,000,000.00 and Professional Liability Insurance (errors and omissions) of \$10,000,000.

We have the manpower, experience, and resources to provide all of the necessary project specifications. Kofile and its key employees have a deep and rich history in Imaging and Indexing records throughout Texas and the United States. Kofile's projects are managed by true pioneers in Imaging, Recreation, and Data Entry solutions.

Our projects often continue in multiple phases over many years and administrations. With the combination of an experienced Imaging team and technology competence, and considering our status as a software developer, our capability to enhance the image processing process extends well beyond that of computers.



Randy Barnes - Chief Operations Officer
Barnes designs, implements, and manages the various processes employed by the image processing and indexing production groups. He has over 15 years experience in imaging technology including imaging hardware, software, and leading edge imaging technologies. Barnes was the project manager for successful sovereignty image and indexing projects in some of the largest Texas and national counties; he has experience in Land Record, Criminal, Civil and Appraisal system implementations and system training. Randy's technical background and in county experience give him a unique view into how government records are used by Kofile clients and their customers.



Stacy Cortesano - Account Manager
Cortesano coordinates project work specifications and provides project status updates. She evaluates project cost, schedule, and productivity benchmarks. Cortesano has worked with and around county government her entire life, as her mother served as an esteemed County official. Cortesano was instrumental in the two year implementation of the 2010 Perfect Vision Application of the cashing and indexing systems in Cook County, IL. Cortesano has the experience to enable to consistently provide punctual contract deliverables. Other past experience includes the on-time delivery of new and upgraded computer systems and data conversions.

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Cortesano has also supplied live technical support on hardware/software applications, and configured hardware for upcoming installations including Windows Professional, 2010 Perfect Vision Application. She has also completed technical/software documentation for 2010 Perfect Vision Application.



Suzanne Henry - Project Manager
Henry's expertise has been developed over more than 15 years of project management and executive support experience. At Kofile, Henry personally coordinates with each of our clients to create and execute project work plans. She revises these plans as appropriate to meet any changing needs or requirements. Henry's strong background in personnel training and event planning enable her to develop and perfect project design to effectively enhance company efficiency. While at Kofile, she has improved the timeliness of project processing by creating detailed scheduling reports and closely monitoring the accomplishment of project milestone and completion goals.



Emily Reed - Imaging Manager
Reed is responsible for managing daily operations in the Imaging Department. She ensures that all supervisors adequately monitor and control the production work. At Kofile, Reed works alongside the project manager to meet department objectives. As a liaison between the project manager and imaging team, she certifies that the product and services being created by the imaging team will satisfy the client's detailed specifications. During her time as the imaging manager at Kofile, Reed has advanced the overall satisfaction of imaging clients by improving the utilization of available staff to complete assignments ahead of schedule. Additionally, she has formulated overarching imaging department policies and procedures that have resulted in enhanced productivity and a heightened quality of all scanned images.

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Wanda Gomez - Data Entry Manager
Gomez's career in land records management spans over 42 years. Wanda's expertise extends into Government and Land Title businesses. Wanda has overseen the indexing of both current and historical records for District and County Clerks. She has been instrumental in developing the indexing standards used in the offices of many Clerks today. Wanda was the manager of the indexing department of Global 360 BCS in 2005. She was the manager of the indexing department for Government Records Corp. from 1990 - 2005. Prior to 1990, she was the land records manager for Business Records Corporation from 1974 - 1989. Wanda's knowledge, reliability and pursuit of excellence make her an invaluable asset to our customers and organization.



Janice Casey - Indexing Supervisor
Casey oversees key and verifying locates and GPs from the Map Room. She is also responsible for key and the verification of legal documents for Title Customers. Casey creates and updates the data entry process and procedures manual. She directly communicates issues and suggestions to the Imaging Manager. She is available to answer questions concerning document interpretation. She also oversees the transfer of new documents from Daily Indexing Counties to Internal Systems, and releases new indexes to Daily Indexing Counties from Internal Systems.



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A motion was made by Commissioner Thompson and seconded by Commissioner Stevens to approve Amendment #4 to Eagle Software System Lease Agreement dated July 31, 2007 between Winkler County and Tyler Technologies, Inc. for Winkler County Clerk recorder and software system for the term of six (6) years beginning on date of execution of this Amendment; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

**AMENDMENT # 4
Eagle Software System Lease Agreement**

This amendment is made and entered into 08/12/13 by and between Winkler County, Texas (hereinafter referred to as "CLIENT") and Tyler Technologies, Inc. (hereinafter referred to as "TYLER").

WITNESSETH:

WHEREAS, on July 31, 2007, TYLER and CLIENT executed an Eagle Software System Lease Agreement (hereinafter referred to as the "Agreement") for Eagle Recorder and Eagle Clerk Software. This amendment is replacing such prior Agreement. CLIENT desires to execute this amendment in order for continued use of the listed EAGLE software and associated hardware and services for the Winkler County.

Now, therefore, in consideration of the promises and the mutual covenants and obligations herein set forth, the parties agree as follows:

1. Contract Term Extension

The parties hereby agree that this Renewal will be a term of six (6) years beginning on the date of execution of this Amendment. All terms and conditions for Termination of this Agreement will remain as outlined in the original Agreement, unless altered in Amendments 1-6 of this original Agreement, and shall remain effect for the duration of this renewal.

2. Payment Terms

As of April 1, 2014, CLIENT's per monthly payment will be \$4,077.00 for the duration of the term of this Renewal. This monthly charge is based on an Annual Discount Rate not to exceed 0.000 documents. Volume in excess of 3,000 documents is subject to negotiated rental increase based on excess volume.

3. Other Terms

- This Amendment covers Software, Hardware Installation/Server Support, Hardware Replacement, on going Software Support. This Amendment also includes terms and conditions previously outlined and adopted into the Agreement under Amendment 1, Amendment 2, Amendment 3, and subsequent Purchase Orders.
- All other terms and conditions of the original Agreement, subsequent Amendments listed above and Exhibit A below shall remain the same and in effect unless specifically changed by this Amendment #4.

4. Software, Hardware and Services

- Initial hardware refresh will take place 36 months after prior mid-term refresh (approx. March/April 2014) in the Recorder/Clerk's Office, and second hardware refresh will occur thirty-six (36) months following the initial refresh (approx. March/April 2017).
- Travel expenses will be billed as incurred.
- The terms listed in Exhibit A are those applied to this Amendment.

By execution in the space below, each party represents that this Amendment has been read in its entirety and has been executed by an authorized representative.

CLIENT:

WINKLER COUNTY, TEXAS

By: _____

Name: Wynne Lock

Title: Winkler County Judge

Date: August 12, 2013

Address for Notices: P.O. Drawer Y

Kermit, TX 79745

Facsimile Number: 817-386-1123

Phone Number: 817-550-6656

TYLER TECHNOLOGIES, INC

By: _____

Name: _____

Title: _____

Date: _____

Address for Notices: 5515 - 53rd Street

Lubbock, TX 79414

Facsimile Number: (806) 797-4849

Phone Number: (806) 646-2633

Exhibit A

Eagle Software:

Eagle Recorder (Land Records) <i>(per installation of the master application)</i>	1
Eagle Clerk (Vitals) <i>(per installation of the master application)</i>	1
Eagle Web (Public Access via Web Hosting) <i>(per installation of the master application)</i>	1
eCommerce for Eagle Web <i>(per installation of the master application)</i>	1
Public Printing	1
Disaster Recovery Services	1
Content Management Limited Edition Package	1
Tyler On Line Training Center Access	1

Licenses for Software Listed Above:

Eagle Recorder/Eagle Clerk Full Use Site Licensed	6
Eagle Recorder/Eagle Clerk Public View Site Licensed	3
Disaster Recovery Services	1
Public Printing	1
Content Management Limited Edition Package	1
Eagle Web/eCommerce <i>Unlimited Public Access via the Internet</i>	

Services:

Installation of Hardware	2
Credentials for Tyler Online Training Center	1

Hardware:

Database Server for Eagle Recorder	1
Public View Workstations with 20" flat screen monitors	3
Staff Workstations with 20" flat screen monitors	3
Scanner - ADF only	5
Network Laser Printers	4
DVDRW	1
UPS	1
Bar Code Label Printer	2
Miscellaneous Hardware	19

Following discussion regarding rental rates and rules of use for pavilion at County Park in Kermit, a motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve the following rates and rules for the Kermit Pavilion:

RULES
WINKLER COUNTY – KERMIT, TEXAS PAVILION
EFFECTIVE 08-12-2013

Individual

User's
Initials

- _____ 1. **THE KERMIT PAVILION MAY BE RESERVED FOR USE BY COUNTY RESIDENTS ONLY.** Proof of residency will be required at time of rental. **The Pavilion is not to be used for any profit making activities or to promote a profit making activity. The Pavilion is under 24 hour surveillance by the Winkler County Sheriff's Office.**
- _____ 2. The scheduling and use of the County Pavilion listed below will be done through the Human Resources Department in the Winkler County Courthouse with the guidelines adopted by the Commissioner's Court. The building must be reserved at least one week in advance. **The County will accept checks for rental fees from any entity or individual renting a county building that has a permanent deposit with the County. All others are required to pay fees and deposits with money orders and/or cashier's checks. If a check does not clear, the rental fee will be deducted from the deposit, and checks will no longer be accepted from that entity or individual.**
 If the building is needed for more than two days, the individual must request to be on the agenda for Commissioner's Court to have the additional days approved. The key to the Kermit Pavilion will be picked up at the Human Resources Department one day prior to the event and returned on the next working day after the event. **NO KEYS WILL BE ISSUED AFTER HOURS OR ON THE WEEKEND. HOWEVER, for keys issued on an emergency basis, there will be a \$25.00 fee.**
- _____ 3. Deposits and Occupancy requirements, as determined by the Commissioners' Court, are as follows:

<u>BUILDING</u>		<u>REQUIRED DEPOSIT</u>	<u>MAXIMUM OCCUPANCY</u>	<u>TABLES</u>
Kermit Pavilion	Rental Fee Waived	\$350.00	150	25

BBQ Pit: Charcoal Only (Any other burning material *including paper products* is prohibited). The charcoal and the cleaning of the grill is the responsibility of the renter. County employees will clean out the pit.

Wood Fireplace: Renter will provide the wood. (Any other burning material *including paper products* is prohibited). County employees will clean out the fireplace.

- _____ 4. Deposits will be refunded within 10 working days after the return of the pavilion key and verification of the pavilion condition. Said money will be refundable if no damage has occurred; otherwise, if any damage is done to the pavilion, property, furniture or furnishings, the individual, company or organization will be held responsible for the payment of such damages with whatever portion of said deposit is necessary for repairing any damage. The refunded deposit will be mailed to the individual as entered on the contract or can be picked up when ready.
- _____ 5. This agreement will be signed by the individual, company or organization at the time of granting the use of the pavilion. **NO ADDITIONAL TABLES AND CHAIRS WILL BE PROVIDED.** Nothing is to be taken from the building and no loan of equipment is allowed

without permission of the Commissioner's Court.

- ____ 6. **Residents renting the pavilion on a Saturday, need to check the pavilion prior to setting up. If the pavilion is not clean or is damaged, then: Randy Neal, Commissioner Pct. #3 should be notified immediately. The cleanup of the pavilion and restroom premises is to be completed immediately after the function and will be left in the same condition, inside and outside, as before the function or the deposit is forfeited. The use of tape, staples, nails, thumb tacks, etc. is prohibited. If deposit is forfeited for failure to clean, you will not be allowed to rent any Winkler County building again. Brooms and water hoses are furnished. Individuals are responsible for all other cleaning supplies.**
- ____ 7. There will be no loitering outside the County Building. Children should be under close supervision at all times.
- ____ 8. All functions at the Kermit Pavilion will end no later than 12:00 midnight, including music and clean up. The volume of music inside the Kermit Pavilion will be maintained at a **reasonable** level.
- ____ 9. **Any tampering with or damages to electrical boxes or ceiling fans on the premises will result in forfeiture of the entire deposit.**
- ____ 10. Winkler County assumes no responsibility or liability resulting from accident or injury as a result of use of these premises.
- ____ 11. **By signing this agreement, individuals/organizations must comply with the rules set forth. Any guideline not met, the individual/organization will forfeit all monies put down.**

THE COMMISSIONERS' COURT IS HAPPY FOR YOU TO USE THE COMMUNITY BUILDINGS. INDIVIDUALS NOT COMPLYING WITH THE RULES AS SET FORTH IN THIS CONTRACT WILL NOT BE ALLOWED TO USE BUILDINGS AGAIN. PLEASE HELP MAINTAIN OUR BUILDINGS FOR FUTURE USE BY WINKLER COUNTY RESIDENTS. THANK YOU.

_____ USER	_____ DATE SIGNED
_____ ADDRESS	_____ PHONE NUMBER
_____ BUILDING RENTED	_____ DATE RENTED
_____ TYPE OF FUNCTION BEING HELD	_____ SIGNATURE ACKNOWLEDGING RECEIPT OF COPY OF RULES
_____ INFORMATION SENT TO AUDITOR FOR REFUND	_____ MAIL REFUND
_____ DATE	_____ PICK UP REFUND
_____ BY	
_____ INITIALS	

which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
 Noes: None

A motion was made by Commissioner Stevens and seconded by Commissioner Neal to approve request of Commissioner, Precinct No. 1, for repair and installation of electric cable for the irrigation system at Winkler County Golf Course in the approximate amount of \$4,200.00 to be paid from budgeted maintenance funds; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
 Noes: None

A motion was made by Commissioner Wolf and seconded by Commissioner Stevens to approve request of Commissioner, Precinct No. 2, to rent steel wheel roller from Kirby Smith in the approximate amount of \$3,900.00

per month from Lateral Road Funds; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

A motion was made by Commissioner Wolf and seconded by Commissioner Thompson to approve request of Commissioner, Precinct No. 2, for repairs to 2000 GMC Dump Truck in the approximate amount of \$5,200.00 from Area II Road and Bridge budgeted funds; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

At 10:00 o'clock A.M., the Court entered into Executive Session in accordance with Section 551.071, Texas Government Code, V.T.C.A., to consult with attorney on the matter of contemplated litigation concerning health insurance reimbursements. The Court then returned to open session at 10:20 o'clock A.M. with the following action being taken:

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to authorize Robert Scogin, Attorney at Law, to proceed with filing a lawsuit; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve purchase of twenty-five (25) tables and one hundred fifty (150) chairs in the approximate amount of \$5,000.00 for pavilion at County Park in Kermit to be paid from committed Parks Improvement Funds; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

A motion was made by Commissioner Neal and seconded by Commissioner Wolf to approve purchase of 1,000-gallon water tank for potable water, pump, labor and plumbing at Winkler County Airport in the approximate amount of \$3,000.00 to be paid from contingency funds; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve payment in the amount of \$4,765.10 to U. S. Postmaster for postage and supplies for Winkler County Tax Assessor-Collector from budgeted funds; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

A motion was made by Commissioner Wolf and seconded by Commissioner Stevens to approve payment in the amount of \$23,010.00 to

Diamond A Ranch for caliche for County Road 206 (\$4,350.00), County Road 203 (\$9,840.00) and County Road 409 (\$8,820.00) from Lateral Road Funds; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve payment in the amount of \$3,500.00 to FSC Disclosure Services, a Division of First South West Company for preparation and delivery of 2012 Annual Disclosure Report from budgeted funds; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve payment in the amount of \$5,330.00 to Robison Johnston and Patton, LLP for balance due for preparation of the audited financial statements for the year ended December 31, 2012 from budgeted funds; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

A motion was made by Commissioner Thompson and seconded by Commissioner Stevens to approve payment in the total amount of \$720.00 to Total Office Solution for contract base rate charge for maintenance of the following machines for the period of July 01, 2013 to June 30, 2014 from budgeted funds:

1. Sheriff's Office – Xerox/CopyCentre C20 - \$240.00; and
2. Law Library – Xerox/Copy Centre C123/C128 - \$480.00

which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve payment in the amount of \$2,573.78 to Aquatic Recreational Inc. for delivery and installation of pump for pool spray toy from Kermit Pool Maintenance budgeted funds; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

There were no hospital software project claim(s) for the Court to consider at this time.

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve park project claims against the County and pay as per list of vouchers submitted; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson

Noes: None

A motion was made by Commissioner Stevens and seconded by Commissioner Neal to approve payroll; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
 Noes: None

There were no line item adjustment(s) or budget amendment(s) for the Court to consider at this time.

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to receive the following Monthly Reports from County Officials of fees earned and collected for the month of July, 2013;

MONTHLY REPORTS

For the Month of	Date Received	Amount
Steve Taliaferro, Co Attorney Fee <u>8513</u> Hot Check <u>\$300.00</u> crim <u>\$50.00</u>		<u>\$350.00</u>
Bonnie Leck, County Judge		
Patti Franks, Tax Assessor		
Shethelia Reed, County Clerk	<u>8-1-13</u>	<u>\$23,257.25</u>
Glenda Mixon, JP Precinct #2	<u>7-31-13</u>	<u>\$196.00</u>
Sherry Terry, District Clerk	<u>8-5-13</u>	<u>\$1336.56</u>
DeLynn Trammell, JP Precinct #1	<u>8-5-13</u>	<u>\$7263.00</u>
George Keely, Sheriff	<u>8-9-13</u>	<u>\$3363.00</u>
Eric DeAnda, Probation		
Billy Stevens, Commissioner Precinct #1		
Robbie Wolf, Commissioner Precinct #2		
Randy Neal, Commissioner Precinct #3		
Billy Ray Thompson, Commissioner Precinct #4		
Jeanna Wilhelm, Auditor Investment		
Eulonda Everest, Treasurer		
Lee Wilson, Constable Pct # 2		
Richard Crow, Constable Pct #1	<u>For June '13</u>	<u>7/13/13</u> <u>Q</u>

which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
 Noes: None

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to examine and approve bills over \$500.00 and place in line for payment; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
 Noes: None

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve claims against the County and pay as per list of vouchers submitted; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

At 10:35 o'clock A.M. the Court entered into Budget Workshop until 11:00 o'clock A.M.

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to adjourn the meeting; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

MINUTES approved the _____ day of _____, 20_____.

COUNTY CLERK