

**COMMISSIONERS' COURT  
OF WINKLER COUNTY, TEXAS  
REGULAR MEETING**

TIME: 9:00 O'CLOCK A.M.  
DATE: MONDAY, JULY 27, 2020  
PLACE: VIRTUAL MEETING

*Notice is hereby given that at the Meeting of the above named Commissioners' Court the following subjects will be discussed and appropriate action taken\*. These subjects may or may not be discussed in the order shown. \*All items listed below as part of the called "Consent Agenda Items" require no deliberation by the Court. Each Court member has the prerogative of removing an item from this agenda so that it may be considered separately.*

**Pursuant to the Suspension Order by Governor Abbott, the Commissioners Court meeting will be closed to protect the public, staff and members from potential exposure to the Coronavirus (COVID-19). The public may participate in the meeting through the following video conference link: Zoom – Meeting ID# 4050268443 Password: cc**

1. Call Meeting to Order.
2. Consent Agenda Items:
  - (a) Approve June minutes.
  - (b) Approve payroll.
  - (c) Approve bills over \$500.00.
  - (d) Approve claims against county.
  - (e) Receive Monthly Report of Investment Officer.
  - (f) Consider for approval the following contracts for juvenile offender placement:
    - i. Contract and Agreement for Secure Long-Term Residential Service of Juvenile Offenders Space Available between Winkler County and Youth Opportunity Investments, LLC Center for Success and Independence at Rockdale Academy for the period September 1, 2020 to August 31, 2022;
    - ii. Contract and Agreement for Secure Short-Term Detention of Juvenile Offenders Space Available between Winkler County and Youth Opportunity Investments, LLC Center for Success and Independence at Rockdale Academy for the period September 1, 2020 to August 31, 2021; and
    - iii. Contract and Agreement Placement of Juvenile Offenders Space Available between Winkler County and Garza County for the period September 1, 2020 through August 31, 2021.
  - (g) Consider for approval payment to Kologik, LLC for COPsync software licenses from July 13, 2020 to July 12, 2021 for Winkler County Sheriff's Department in the amount of \$5,820.00 from budgeted funds.
3. Receive outside audit report from William Patton of Robison Johnston & Patton, LLP.
4. Consider for approval payment to Robison Johnston & Patton LLP for preparation of audited financial statements for the year ended December 31, 2019 in the amount of \$16,450.00 from budgeted funds.
5. Consider for approval payment in the amount of \$6,558.85 to the United States Postal Service for personalized stamped envelopes for the Tax Assessor from postage and supplies fund.
6. Consider for approval Imposition of Optional Fees.

WINKLER COUNTY COMMISSIONERS' COURT  
REGULAR MEETING AGENDA  
MONDAY, JULY 27, 2020  
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7. Consider, discuss, and approve official designation of Winkler County Tax Assessor Collector as individual responsible for calculating no-new-revenue (effective) tax rate and voter-approval (rollback) tax rate.
8. Consider, discuss, and take necessary action on the use, policies, and fees for Wink buildings and facilities.
9. Consider for approval proposal of Buck Day for installation of concrete pads and sidewalk at Winkler County Park in Kermit in the amount of \$11,550.00 from committed park improvement funds.
10. Consider for approval quote from Freedoms Computer Cabling & Electric Contractor for electrical work on pavilion at Winkler County Park in Kermit in the amount of \$10,500.00 from committed park improvement funds.
11. Consider for approval Statement of Agreement between Winkler County and West Texas Centers for the period of September 1, 2020 to August 31, 2021 in the amount of \$6,000.00 per year to be paid in twelve (12) monthly payments of \$500.00 each from budgeted funds.
12. Approve change orders and modifications for Winkler County Courthouse.
13. Approve Winkler County Courthouse construction claims.
14. Approve change orders and modifications for Kermit Community Center.
15. Approve Kermit Community Center construction claims.
16. Approve change orders and modifications for Wink Community Center.
17. Approve Wink Community Center construction claims.
18. Approve change orders and modifications for Winkler County Golf Course.
19. Approve Winkler County Golf Course construction claims.
20. Approve change orders and modifications for Winkler County Airport.
21. Approve Winkler County Airport construction claims.
22. Approve Winkler County EMS construction claims.
23. Receive monthly reports from county officials.
24. Discuss and approve line item adjustments.
25. Discuss and approve budget amendments.
26. Budget Workshop.
27. Adjourn.

On this the 22<sup>nd</sup> day of June, 2020, the Commissioners' Court of Winkler County, Texas, met in Regular Term of Court at the Courthouse in Kermit, Texas, via video conference link: Zoom – Meeting ID# 4050268443 Password: cc, with the following members present to wit:

- Charles M. Wolf County Judge
- Billy Stevens Commissioner, Precinct No. 1
- Robbie Wolf Commissioner, Precinct No. 2
- Hope Williams Commissioner, Precinct No. 3
- Billy Ray Thompson Commissioner, Precinct No. 4
- Pam Greene 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 Wolf called the meeting to order.

Judge Wolf asked at this time if any Commissioner wanted Consent Agenda item(s) moved to Discussion Agenda.

CONSENT AGENDA:

A motion was made by Commissioner Thompson and seconded by Commissioner Thompson to approve the following consent agenda item(s):

- (a) May minutes
- (b) County Treasurer report
- (c) Payroll
- (d) Bills over \$500.00
- (e) Claims against County
- (f) Monthly Report of Investment Officer
- (g) Payment in the amount of \$30,346.17 for Winkler County 3<sup>rd</sup> quarter pro rate share of the 2020 Appraisal District Budget
- (h) Payment in the amount of \$5,470.00 to DK Boyd Land & Cattle Co. for caliche from budgeted lateral road fund.

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

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

A motion was made by Commissioner Thompson and seconded by Commissioner Stevens for the voter-approval tax rate to be calculated at 8% in the manner provided for a special taxing unit; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Wolf and seconded by Commissioner Stevens to approve Letter of Engagement between W. Co. and Robison Johnston & Patton, LLP for the year ending December 31, 2019; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Wolf and seconded by Commissioner Stevens to accept donation of basketball equipment from West Texas Pride for Winkler County Recreation Center; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Williams and seconded by Commissioner Stevens to approve purchase of 1 full sized table arcade game with stools from Game Room City for Winkler County Recreation Center in an amount not to exceed \$5000.00 from capital committed funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Wolf and seconded by Commissioner Williams to approve Inmate Communications Addendum Agreement between NCIC and Winkler County for video visitation system and extension of the Inmate Phone service contract to August 14, 2025; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Thompson and seconded by Commissioner Williams to approve change order and modifications for Winkler County Courthouse; which motion became an order of the Court upon the following vote:

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

There were no construction claims for Winkler County Courthouse to consider at this time.

There were no change orders and modifications for the Kermit Community Center to consider at this time.

There were no construction claims at the Kermit Community Center to consider at this time.

A motion was made by Commissioner Wolf and seconded by Commissioner Stevens to approve change order and modification for Wink Community Center; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Wolf and seconded by Commissioner Stevens to approve Wink Community Center construction claims; which motion became an order of the court upon the following vote:

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

There were no change orders and modifications for the Winkler County Golf course to be considered at this time.

There were no construction claims for Winkler County Golf Course for the court to considered at this time.

There were no change orders and modifications for the Winkler County Airport for the court to consider at this time.

There were no construction claims for Winkler County Airport for the court to consider at this time.

A motion was made by Commissioner Wolf and seconded by Commissioner Stevens to approve Winkler County EMS construction claims; which motion became an order of the court upon the following vote:

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

A motion was made by Commissioner Stevens and seconded by Commissioner Williams to receive monthly reports; which motion became an order of the court upon the following vote:

There were no line item adjustments for the Court to consider at this time.

There were no budget amendments for the Court to consider at this time.

A motion was made by Commissioner Williams and seconded by Commissioner Thompson to adjourn the meeting at 9:25 A.M.; which motion became an order of the Court upon the following vote:

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

MINUTES approved the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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PAM GREENE, WINKLER COUNTY CLERK

On this the 8<sup>th</sup> day of June, 2020, the Commissioners' Court of Winkler County, Texas, met in Regular Term of Court at the Courthouse in Kermit, Texas, via video conference link: Zoom – Meeting ID# 4050268443 Password: cc, with the following members present to wit:

- Charles M. Wolf                      County Judge
- Billy Stevens                      Commissioner, Precinct No. 1
- Robbie Wolf                      Commissioner, Precinct No. 2
- Hope Williams                      Commissioner, Precinct No. 3
- Billy Ray Thompson                      Commissioner, Precinct No. 4
- Pam Greene                      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 Wolf called the meeting to order.

Judge Wolf asked at this time if any Commissioner wanted Consent Agenda item(s) moved to Discussion Agenda.

CONSENT AGENDA:

A motion was made by Commissioner Williams and seconded by Commissioner Thompson to approve the following consent agenda item(s):

- (a) Payroll
- (b) Bills over \$500.00
- (c) Claims against County
- (d) Payment to State Farm Fire and Casualty Company in the amount of \$200.00 from budgeted funds for the following surety bonds:
  - 1. Brenda Barron Assistant County Auditor, for the period of August 04, 2020 to August 04, 2021 in the amount of \$100.00
  - 2. Renee Suzanne Treadwell, Assistant County Auditor, for the period of August 7, 2020 to August 07, 2021 in the amount of \$100.00.

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

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

A motion was made by Commissioner Thompson and seconded by Commissioner Wolf for payment in the amount of \$3,744.24 to Otis Elevator Company for Service Contract for elevator in Winkler County Courthouse for the period of June 1, 2020 through May 31, 2021 from budgeted funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Williams and seconded by Commissioner Thompson to approve County Judge signing airport hangar contract; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Thompson and seconded by Commissioner Stevens to approve opening of buildings to the public beginning August 01, 2020. The swimming pool in Kermit will be available to rent for parties only, beginning June 13, 2020. Hours for rental of the pool facility will be from 12:00 p.m. to 4:00 p.m. and from 6:00 p.m. to 10:00 p.m.; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Thompson and seconded by Commissioner Williams to approve proposal by TexStar Home Improvement to paint the interior of the Courthouse in an amount not to exceed \$35,000.00 from committed Courthouse improvements; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Stevens and seconded by Commissioner Williams to approve payment to Strobe N More for lights and sirens for Kermit Volunteer Fire Department in the amount of \$3,921.24 from budgeted funds; which motion became an order of the Court upon the following vote:

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



A motion was made by Commissioner Wolf and seconded by Commissioner Thompson to approve Super Maintenance Agreement between Winkler County Syntech Systems, Inc., for fuel system for Kermit Barn (\$2650.00) and Wink Barn (\$2650.00) for the period of July 28, 2020 through July 27, 2021 for a total payment of \$5300.00 from budgeted funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Wolf and seconded by Commissioner Williams to approve Kermit Rotary Club repairing roof on small building at the 4-H pens where they store flags; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Stevens and seconded by Commissioners Williams to approve change order and modification for Kermit Community Center in the amount of \$17,209.80 to Hi-Fidelity; which motion became an order of the Court upon the following vote:

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

There were no change orders and modifications for the Wink Community Center for the Court to consider at this time.

There were no construction claims for Winkler County Courthouse for the Court to consider at this time.

A motion was made by Commissioner Williams and seconded by Commissioner Thompson to approve and pay construction claims at the Kermit Community Center; which motion became an order of the Court upon the following vote:

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

There were no construction claims for the Wink Community Center.

There were no construction claims for the Winkler County Airport.

A motion was made by Commissioner Stevens and Seconded by Commissioner Williams to approve payment in the amount of \$26,169.45 for Winkler County Golf Course construction claims; which motion became an order of the court upon the following votes:

Ayes: Commissioner Stevens, Wolf, Williams and Thompson  
Noes: None

A motion was made by Commissioner Thompson and seconded by Commissioner Williams to approve construction claim for Winkler County EMS in the amount of \$60,377.67 to Brown Reynolds Watford Architects; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Stevens and seconded by Commissioner Williams to receive the monthly reports from County Officials; which motion became an order of the court upon the following vote:

Ayes: Commissioner Stevens, Wolf, Williams and Thompson  
Noes: None

There were no line item adjustments for the Court to consider at this time.

There were no budget amendments for the Court to consider at this time.

A motion was made by Commissioner Williams and seconded by Commissioner Stevens to adjourn the meeting at 9:35 a.m.; which motion became an order of the Court upon the following vote:

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

MINUTES approved the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
PAM GREENE, WINKLER COUNTY CLERK

**CONTRACT AND AGREEMENT FOR SECURE LONG-TERM  
RESIDENTIAL SERVICE OF JUVENILE OFFENDERS  
SPACE AVAILABLE**

STATE OF TEXAS §  
COUNTY OF MILAM §  
§

**YOUTH OPPORTUNITY INVESTMENTS, LLC  
CENTER FOR SUCCESS AND INDEPENDENCE AT ROCKDALE ACADEMY  
Residential Services  
September 1, 2020 – August 31, 2022**

This Agreement is entered into by and between Winkler County and Youth Opportunity Investments LLC, Center for Success and Independence at Rockdale Academy, a Texas for-profit corporation, licensed to provide child care services by the Texas Juvenile Justice Department, and/or any other appropriate State agency with licensure or regulatory authority over this facility (“Service Provider”).

**ARTICLE I  
PURPOSE**

- 1.01 The purpose of this Residential Services Agreement is to provide Juvenile Probation with long term residential care for children adjudicated to have committed delinquent conduct or conduct indicating a need for supervision. The placement facility to be utilized is owned and operated by Service Provider, and is located at 696 N FM 487, Rockdale, Texas 76567. The business office of Service Provider is 12775 Horseferry Road, Suite 230, Carmel, Indiana, 46032.

**ARTICLE II  
TERM**

- 2.01 The term of this agreement is for 2 years, commencing September 1, 2020 and ending August 31, 2022.

**ARTICLE III  
SERVICES**

- 3.01 Service Provider will perform the following services:
- (1) Provide basic residential services, including: standard supervision by qualified adults, food and snacks, recreation, personal hygiene items, haircuts, transportation, school supplies, room, (rent, utilities, maintenance, telephone), as agreed by Juvenile Probation.
  - (2) Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents and worker contacts. Any and all associated with off-campus visits or

furloughs will be paid by the parent or guardian.

- (3) Ensure that the child's parent(s) or legal guardian(s) and Juvenile Probation are notified if a child in placement makes an unauthorized departure, becomes seriously ill, or is involved in a serious accident. The Probation Officer and parents will be informed immediately if during working hours. After normal working hours, every effort will be made to notify Juvenile Probation and the parents. In the event of serious illness or accident and for any required follow-up care Service Provider shall be responsible for having the child transported to the nearest hospital or emergency care facility.
- (4) Coordinate Multidisciplinary Treatment (MDT) team meetings twice a month (one formal and one informal) while youth is in the program. The Treatment Team consists of the youth, parent/guardian, Therapist, Clinical Director, Education Representative, Assistant Facility Administrator, Medical Staff, Juvenile Probation Officer, Direct Care Staff, and anyone else the team believes needs to be involved. The purpose of the MDT is to evaluate the youth's progress in the program, discuss any concerns or problem, and to give all participants an opportunity to provide input towards the youth's status in medical, safety and security, recreation, education, mental/behavioral health, relationships, socialization, permanence, and parent and child participation. This process also assists the placing county with their completion of the initial case plan/reviews.
- (5) Maintain copies of the original Individualized Program Plan and the periodic reviews.
- (6) Provide the Juvenile Probation Department with a written report of the child's progress on a monthly basis in a Monthly Progress Report.
- (7) Document and maintain records pertaining to the effectiveness of goods and Services provided to contracted children. These records shall contain, but are not limited to: percentage of youth in program successfully achieving set educational goals, percentage of youth achieving set vocational goals, percentage of youth achieving set social skills goals, percentage of youth demonstrating overall progress, number and type of investigations made by the Department of Family and Protective Services or any law enforcement agency due to reports of abuse and/or neglect. These records shall be made available to Juvenile Probation for periodic inspection.
- (8) Any and all medical/psychiatric treatment and medication required to meet the needs of the child, as well as clothing, or other expenses not provided for in the Service Provider's program, shall be the sole responsibility of the said child's parent(s), guardian(s), court ordered appointed conservator or Juvenile Probation, to be paid by either Juvenile Probation, private health insurance. Medicaid coverage is not active while a child is in secure placement and cannot be utilized to cover any medical expenses. However, in no case shall a child be denied any needed medical/psychiatric treatment or clothing due to the inability to pay.

#### **ARTICLE IV** **EVALUATION CRITERIA**

- 4.01 The performance of Service Provider in achieving the goals of Juvenile Probation will be evaluated on the basis of the output and outcome measures contained in this section.

Juvenile Probation, at its discretion, may use other means or additional measures to evaluate the performance of Service Provider in fulfilling the terms and conditions of the Agreement.

- (1) Juvenile Probation shall evaluate Service Provider's performance under this Agreement according to the following specific performance goals for Service Provider:
  - 1.1 Ensure children complete residential placement.
  - 2.1 Prevent re-referrals of children during the six (6) months following release from residential placement.
  - 3.1 Ensure children move down in their Level of Care as they progress in the treatment program.
  
- (2) Juvenile Probation shall additionally evaluate Service Provider by the following output measures (in actual numbers of units of service and activities):
  - 2.1 The total number of children placed in residential placement.
  - 2.2 The total number of children who were discharged from residential placement successfully.
  - 2.3 The total number of re-referrals of children discharged from placements within six (6) months after release.
  - 2.4. The total number of children who move down in their Level of Care.
  - 2.5. The average length of time before a child moves down in the Level of Care.
  
- (3) Juvenile Probation shall further evaluate Service Provider by the following outcome measures:
  - 3.1 Percentage of children in residential placement who will complete their placement as a successful discharge.
  - 3.2 Percentage of children who have completed their placement and not re-referrals within six (6) months after release.
  - 3.3 Percentage of children who move down in their Level of Care.

4.02 Service Provider shall report on a monthly basis to Juvenile Probation as to each of the foregoing output and outcome measures. These reports will be reviewed by Juvenile Probation in order to monitor Service Provider for programmatic compliance with this Agreement.

#### **ARTICLE V** **COMPENSATION**

5.01 For and in consideration of the above-mentioned services, Juvenile Probation agrees to pay the Service Provider the sum of \$197.69 per day for each child admitted into the program. The Levels of Care is defined by the Texas Juvenile Justice Department. The daily rate shall be paid to the Service Provider for each day a child is in residential placement pursuant to billing and paying procedures agreed upon by Juvenile Probation and Service Provider. Youth Opportunity, at their discretion, may increase daily rates in accordance with the Texas Department of Family and Protective Service (TDFPS) rate schedule. As TDFPS rates increase, Youth Opportunity may increase rates to reflect the current rate of service. If a rate increase is proposed, the contracting county will be provided 30 days' notice of said increase.

5.02 For children participating in sex offender treatment, the cost of the Offense Summary Polygraph and the Sexual History Polygraph will be paid by the Service Provider at a rate of \$225.00 per exam. Additional polygraphs required due to the

child failing one or both of the aforementioned exams will be paid by Juvenile Probation at a rate of \$225.00 per exam. The cost is based on the projected actual cost of care for children in the facility. Payment is due within 30 days of receipt of billing.

- 5.03 Psychiatric services will be provided at no cost to the county for the initial evaluation and any follow up evaluation. The service provider will request medical permission before any resident is seen by the psychiatrist. The county is responsible for payment for any labs or medication resulting from the psychiatric visit.
- 5.04 Service Provider will submit an invoice for payment of services to the Juvenile Probation Fiscal Officer on a monthly basis. Said invoice shall be submitted with ten (10) working days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to: to be attributed to specific clients if appropriate, date service was rendered, total daily cost, and total monthly cost. Each invoice received for payment will be reviewed by Juvenile Probation in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Juvenile Probation in a timely manner.
- 5.05 If an emergency examination, EMS treatment, health care treatment, and/or hospitalization outside the Facility ("Outside Treatment") are required for a child placed in the Facility, the Administrator of the Facility is authorized to secure the Outside Treatment at the expense of the Juvenile Probation. Juvenile Probation agrees to indemnify and hold the Service Provider, its officers, administrator, representatives, agents, shareholders and employees from any and all liability for charges for Outside Treatment. The Administrator shall notify Juvenile Probation of Outside Treatment within twenty-four (24) hours of its occurrence.
- 5.06 Service Provider shall account separately for the receipt and expenditure of any and all state funds received from Juvenile Probation under this contract. Service Provider shall account separately for state funds received and expended utilizing the following Generally Accepted Accounting Practices (GAAP):
- (1) Service Provider has an outside audit completed on a yearly basis which specifies receipt and expenditure of State funds. Service Provider shall forward a copy of the annual outside audit to Juvenile Probation by March 1 following the end of the fiscal year.
  - (2) If Service Provider does not obtain an annual outside audit, then Service Provider shall provide a separate accounting of funds received from Juvenile Probation in whole or in part paid from state funds. The accounting shall clearly list the state funds received from Juvenile Probation and account for expenditures of said funds including documentation of appropriate expenditures as well as the year's tax forms and documentation. The accounting shall be provided to Juvenile Probation thirty (30) days prior to the renewal date of the contract.
- 5.07 It is understood and agreed by Service Provider that this Agreement is funded in whole or in part with grant or state funds and shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.
- 5.07 In the event that State Reimbursement Rates are increased during the duration of the terms of this contract, the new rates will become effective reflecting those of the increase.

- 5.09 Service Provider agrees to make claims for payment or direct any payment disputes to Juvenile Probation's Fiscal Officer. Service Provider will not contact other department employees regarding any claims of payment.
- 5.10 Service Provider will provide certification of eligibility to receive State funds as required by Texas Family Code Section 231.006.
- 5.11 Except to the extent that a party to this Agreement seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties' resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.

**ARTICLE VI**  
**ADDITIONAL TERMS & AGREEMENTS**

- 6.01 Prior to transporting a child to the Facility for placement, the official authorizing the placement shall call the Facility to ensure that space is available. Placement of children by authorized officers of Juvenile Probation may be denied if space limitations require as determined by the Facility.
- 6.02 A child will only be accepted in the Facility upon receipt by the Facility Administrator of a proper order from the Juvenile Court of sending County.
- 6.03 Each child placed in the Facility shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the Facility.
- 6.04 If a child is accepted by the Facility from Juvenile Probation and the child thereafter is determined to be, in the sole judgment of the Administrator, mentally unfit, dangerous, or unmanageable, or whose mental or physical conduct would or might endanger the other occupants of the Facility, then the Administrator shall notify the Juvenile Probation Department of sending County of this determination. The child shall be removed immediately from the Facility. It will be the responsibility of Juvenile Probation to provide for the transportation for the removal of the child.
- 6.05 Service Provider, agrees that the Facility will accept any child who qualifies, without regard to such child's religion, race, creed, sex or national origin.
- 6.06 It is understood and agreed by the parties that children placed in the Facility under proper orders of the appropriate Juvenile Court shall not be discharged from the Facility until the Administrator of the Facility receives authorization from the Juvenile Probation Department that originally detained the child.
- 6.07 It is further understood and agreed by the parties that children placed in the Facility may be released to the Probation Officer or other appropriate authority of sending County pursuant to: (a) section 6.04 of this Agreement, (b) an Order of Release signed by the Judge of the Juvenile Court of sending County.
- 6.08 It is further understood and agreed by the parties that nothing in this contract shall be construed to permit contracted County, its agents, servants, or employees in any way to manage control, direct or instruct Service Provider, its director, officers, employees, agents,

shareholders and designees in any manner respecting its work, duties or functions pertaining to the maintenance and operation of the Facility. However, it is also understood that the Juvenile Court of contracted County shall control the conditions and terms of detention supervision as to a particular child pursuant to Texas Family Code, Section 51.12.

- 6.09 Juvenile Probation reserves the right to terminate the client's placement with Service Provider at its discretion. Service Provider must not release a client to any person or agency other than Juvenile Probation without the express consent of an authorized agent of Juvenile Probation.
- 6.10 The Service Provider verifies that it does not boycott Israel and will not boycott Israel during the term of this agreement. The term "boycott Israel" is defined by the Texas Government Code Section 808.001, effective September 1, 2017. The Service Provider verifies that it has not engaged in business with Iran, Sudan or any Foreign Terrorist Organizations, as defined by the Texas Government Code Section 2252.152.
- 6.11 This contract, terms and agreements are transferable.

**ARTICLE VII**  
**EXAMINATION OF PROGRAM & RECORDS**

- 7.01 Service Provider agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this agreement and/or to review its record periodically. This examination and evaluation of the program may include site visitation, observation of programs in operation, interview and the administration of questionnaires to the staff of Service Provider and the children when deemed necessary.
- 7.02 Service Provider shall provide to Juvenile Probation such descriptive information contracted children as requested on forms provided by Juvenile Probation.
- 7.03 For purpose of evaluation, inspection, auditing or reproduction, Service Provider agrees to maintain and make available to authorized representatives of the State of Texas or Juvenile Probation any and all books, documents or other evidence pertaining to the costs and expenses of this Agreement.
- 7.04 Service Provider will keep a record of all services provided to Juvenile Probation under this Agreement, and upon reasonable notice will provide information, records, papers, reports, and other documents regarding services furnished as may be requested by Juvenile Probation. Service Provider will maintain the records (as referenced above) for seven (7) years after the termination of this Agreement.
- 7.05 Contractor 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 those funds. Contractor 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. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards."

**ARTICLE VIII**  
**CONFIDENTIALITY OF RECORDS**

- 8.01 Service Provider shall maintain strict confidentiality of all information and records relating to



children involved in Juvenile Probation, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

**ARTICLE IX**  
**DUTY TO REPORT**

9.01 As required by §§261.101 and 261.405 of the Texas Family Code, Service Provider shall report any allegations or incident of abuse, exploitation or neglect of any child (including but not limited to a juvenile that has been placed by Juvenile Probation) within twenty-four (24) hours from the time the allegation is made, to all of the following:

- (1) Local law enforcement agency (such as the Milam County Sheriff's Office);
- (2) Texas Juvenile Justice Department by submitting a TJJD Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and
- (3) Contracted County Juvenile Probation Department

9.02 Service Provider shall adopt and comply with all federal, state, county, and city laws, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract, including the Prison Rape Elimination Act of 2003 (PREA) which establishes a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile Offenders.

Under PREA, Service Provider shall make available to the Chief Probation Officer all incident-based aggregated data reports for every allegation of sexual abuse at its facility or facilities, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30 [PREA §115.387 (e) and (f)].

Under PREA, the Service Provider shall be subjected to annual contract monitoring by Juvenile Probation to ensure that the Service Provider is complying with the PREA standards [PREA §115.312(b)]. To comply with this standard, the Service Provider will make available to the CPO all incident-based aggregated sexual abuse data within 24 hours of the allegation.

Under PREA, Juvenile Probation will make the aggregated sexual abuse data for each Service Provider available to the public via the Juvenile Probation website [PREA §115.389(b)].

Contractor will be subject to a Department of Justice (DOJ) PREA Audit every three (3) years beginning August 20, 2013. Contractor shall be solely responsible for paying for a PREA Audit as required by its contract with Winkler County.

SERVICE PROVIDER shall retain and make available to JUVENILE PROBATION all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising there from have been resolved, and shall make available for JUVENILE PROBATION 's inspection, all contractual agreements with SERVICE

PROVIDER's subcontractors for services related to this Agreement. Separate accountability of the receipt and expenditure of state funds.

Furthermore, Service Provider shall be responsible for the financial cost associated with any PREA audit.

**ARTICLE X**  
**DISCLOSURE OF INFORMATION**

10.01 Service Provider warrants that, prior to entering this contract, it has verified and disclosed the following information to Juvenile Probation, and agrees that it shall have an ongoing affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail this same information to Juvenile Probation:

- (1) Any and all corrective action required by any of Service Provider's licensing authorities;
- (2) Any and all litigation filed against the Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;
- (3) Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with juveniles;
- (4) Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with juveniles was the alleged or designated perpetrator;
- (5) The identity of any of the Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and
- (6) The identity of any of the Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Agreement, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

**ARTICLE XI**  
**EQUAL OPPORTUNITY**

11.01 Service Provider agrees to respect and protect the civil and legal rights of all children and their parents. During the performance of this contract the Service Provider agrees it:

- (1) Will not discriminate against any child, childcare provider, parent, employee or applicant for employment because of race, color, religion, sex or national origin including but not limited to employment, promotion, demotion or transfer, recruitment or advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this non-discrimination.

- (2) Will, in all solicitations or advertisement for employees placed by or on behalf of the Service Provider, state that all qualified applicants for positions in the Facility, will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) Shall abide by all applicable federal, state and local laws and regulations.

**ARTICLE XII**  
**OFFICIALS NOT TO BENEFIT**

- 12.01 No officer, employee or agent of Juvenile Probation 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 who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

**ARTICLE XIII**  
**DEFAULT, SANCTIONS, PENALTIES FOR BREACH OF CONTRACT**

- 13.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement, as it deems appropriate, in any one of following circumstances:
- (1) If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or
  - (2) If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms, and in either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.
  - (3) Except to the extent that a party to this Agreement seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.
  - (4) To the extent permitted by law, the prevailing party in any lawsuit arising out of this Agreement will be entitled to Attorney's fees from the other party, including actions for declaratory relief.
  - (5) All notices required under this Agreement shall be in writing. They shall be sent by fax or by registered U.S. mail, return receipt requested, to the party at the addresses listed below. A party must provide notice of a change of address during the term of this Agreement. Unless specified otherwise, notices required in this Agreement shall be deemed to have been received when actually receive.

CSI - Rockdale Academy  
696 N FM 487  
Rockdale, Texas 76567

Winkler County  
PO Box 822  
Kermit, TX 79745

- (6) Captions in this Agreement are for convenience only and shall be deemed irrelevant in construing the provisions of the Agreement.
- (7) The parties intend that, in construing and enforcing the provisions of the Agreement, mediators and judges shall give maximum effect to the principles of contractual freedom and contractual enforceability.
- (8) If any court finds any provision of this Agreement to be invalid or unenforceable, this finding shall not affect the validity or enforceability of any other provision of the Agreement.
- (9) No express or implied waiver by any party of any right of that party under this Agreement in any specific circumstance shall be considered to waive that right of that party in any other circumstance.
- (10) The covenants and agreements in this Agreement are binding on and issued to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

#### **ARTICLE XIV TERMINATION**

- 14.01 The term of this Contract shall be for a period of twenty-four months from the effective date; however, if either party feels in its judgment that the contract cannot be successfully continued, and desires to terminate this contract, then the party so desiring to terminate may do so by notifying the other party in writing, by certified mail or personal delivery to its principal office, of its intention to terminate the contract thirty (30) calendar days from the date of the Notice of Termination. At 12:00 o'clock Midnight, thirty (30) calendar days after the date of the Notice of Termination, this contract shall terminate, become null and void, and be of no further force or effect. Such termination shall not affect or diminish Contract County responsibility for payment of any amounts due and owing at the time of termination of the contract. Contract County shall remove at its expense all children placed in the Facility on or before the termination date.

#### **ARTICLE XV WAIVER OF SUBROGATION**

- 15.01 Service Provider expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against Juvenile Probation. Service Provider also waives any rights it may have to indemnification from Juvenile Probation.

#### **ARTICLE XVI INDEMNIFICATION**

- 16.01 It is further agreed that Service Provider will indemnify and hold harmless Winkler County against any and all negligence, liability, loss, costs, claims or expenses arising out of wrongful and negligent act(s) of commission or omission by Service Provider, its agents, servants or employees arising from activities under this contract. Service Provider shall have no obligation to indemnify and hold harmless said County for any act(s) of commission or omission of the County or the County's agents, servants, or employees

arising from or related to this contract for which a claim or other action is made.

**ARTICLE XVII**  
**SOVEREIGN IMMUNITY**

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

**ARTICLE XVIII**  
**REPRESENTATIONS & WARRANTIES**

- 18.01 Service Provider hereby represents and warrants the following:
- (1) That it has all necessary right, title, license and authority to enter into this Agreement;
  - (2) That is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type (s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operations of its business; and that there are no taxes due and owing to the State of Texas, the County of Winkler or any political subdivision thereof;
  - (3) Service Provider will maintain in force policies of general liability insurance against loss to any person or property occasioned by acts or omissions of Service Provider. Certified copies of original insurance policies shall be furnished to Juvenile Probation. Furthermore the Juvenile Probation shall be notified immediately upon any changes in the status of insurance policies and shall promptly furnish updated certificates of insurance to Juvenile Probation.
  - (4) That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Justice Department administrative rules regarding abuse, neglect and exploitation allegations.

**ARTICLE XIX**  
**TEXAS LAW TO APPLY**

- 19.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Milam County, Texas.

**ARTICLE XX**  
**VENUE**

- 20.01 Exclusive venue for any litigation arising from this Agreement shall be in Milam County, Texas.

**ARTICLE XXI**  
**LEGAL CONSTRUCTION**

21.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

**ARTICLE XXII**  
**PRIOR AGREEMENTS SUPERSEDED**

22.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.


This Contract and Agreement is executed with the declared intention of the parties that this Contract and Agreement is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating a need for supervision, and payment for such care will be made by Winkler County for the children placed in the Facility by the Judge of said County having juvenile jurisdiction.

EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

IN WITNESS WHEREOF, we hereunto affix our signature this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Winkler County  
Probation Department

Center for Success and Independence  
at Rockdale Academy

  
\_\_\_\_\_  
Chief Juvenile Probation Officer

\_\_\_\_\_  
James C. Hill Jr.

Winkler County

\_\_\_\_\_  
Authorized Personnel

**CONTRACT AND AGREEMENT FOR SECURE SHORT-TERM  
DETENTION OF JUVENILE OFFENDERS  
SPACE AVAILABLE**

STATE OF TEXAS §  
COUNTY OF MILAM §  
§

**YOUTH OPPORTUNITY INVESTMENTS  
CENTER FOR SUCCESS AND INDEPENDENCE AT ROCKDALE ACADEMY  
Detention Services  
September 1, 2020 - August 31, 2021**

This Agreement is entered into by and between the Winkler County, at the request of and on behalf of the Winkler County Juvenile Probation Department and Center for Success and Independence at Rockdale Academy, a Texas for-profit corporation, licensed to provide child care services by the Texas Juvenile Justice Department, and/or any other appropriate State agency with licensure or regulatory authority over this facility ("Service Provider").

**ARTICLE I  
PURPOSE**

- 1.01 Whereas Winkler County, in order to carry out and conduct its juvenile program in accordance with the Juvenile Justice Code, Title III of the Texas Family Code has need of the use of detention facilities to house and maintain children of juvenile age, who are referred to a detention facility for act(s) of delinquency or act(s) indicating a need for supervision, during pre-trial and pre-dispositional status or in the post-dispositional treatment prescribed by the Court. The placement facility to be utilized is owned and operated by Service Provider, and is located at 696 N FM 487, Rockdale, Texas 76567. The business office of Service Provider is 12775 Horseferry Road, Suite 230, Carmel, Indiana, 46032.

**ARTICLE II  
TERM**

- 2.01 The term of this agreement is for 12 months, commencing September 1, 2020 and ending August 31, 2021.

**ARTICLE III  
PROVISIONS OF SERVICES**

- 3.01 A. Service Provider will provide: room and board, supervision twenty-four hours per day, seven days a week; routine medical examination and treatment within the Facility (but shall not provide or pay for emergency examination, treatment, or hospitalization outside the Facility); an approved education program; recreation facilities; and counseling to each child placed within the Facility.
- B. If emergency examination, EMS treatment, health care treatment and/or hospitalization

outside the Facility ("Outside Treatment") is required for a child placed in the Facility, the Administrator of the facility is authorized to secure the Outside Treatment at the expense of the Contracted County. Contracted County agrees to indemnify and hold harmless Service Provider, its officers, directors, representatives, agents, shareholders and employees from any and all liability for charges for Outside Treatment. The Administrator shall notify the appropriate Contracted County officials of Outside Treatment within twenty-four (24) hours of its occurrence.

C. Children from Contracted County who are alleged to have engaged in delinquent conduct, indicating a need for supervision, as reflected in a Child in Need of Supervision Order (CINS) will be admitted to the facility under the authority of any Juvenile Court having jurisdiction or its designated official. Children not released within forty-eight (48) hours (excluding weekends and holidays) must have a detention hearing in the appropriate Juvenile Court in accordance with the Texas Family Code, Title III (Section 54.01). If the child is ordered detained, a certified copy of the Detention Order must be delivered to the detention Facility prior to the child's re-admission.

D. Each child placed in the Facility shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the Facility.

E. If a child is accepted by the Facility from Contracted County and the child thereafter is determined to be, in the sole judgment of the Administrator, mentally unfit, dangerous, or unmanageable or whose mental or physical conduct would or might endanger the other occupants of the Facility, then the Administrator shall notify the Probation Department of Contracted County of this determination. The child shall immediately be removed from the Facility. It will be the responsibility of Contracted County to provide for the transportation for the removal of the child.

F. Service Provider agrees that the facility will accept any child who qualifies, without regard to such child's religion, race, creed, sex or national origin.

G. It is further understood and agreed by the parties that children placed in pre-adjudication care in the Facility shall be removed from the Facility by the appropriate authorities from Contracted County, or its agents, servants or employees at the conclusion of the ten (10) day working period authorized by the Court Order issued at the conclusion of the initial detention hearing by the Judge of the appropriate Juvenile Court unless a new Order has been issued authorizing the continued detention, and a copy of the new Order has been delivered to the Facility, or unless a waiver of the ten (10) working day hearing has been executed and a signed copy of the waiver is received by the Facility. A copy of the Order issued pursuant to the waiver shall be furnished to the Facility. The same understanding and agreement between the parties exists with the exception that court orders may authorize detention for up to fifteen (15) working days after the initial hearing and detention period.

H. It is further understood and agreed by the parties that should a child in pre-adjudication care not be removed as described above in paragraph (I), by 12:00 o'clock noon of the tenth (10) working day of an initial detention period, fifteenth working day if it is not, and a new Order authorizing continued detention has not been received at the Facility, an employee of Service Provider shall deliver the child to the Juvenile Court of the placing County for which there will be an additional charge of .58 (fifty-eight) cents per mile.



- I. It is further understood and agreed by the parties that, children may be released to the Probation Officer or other appropriate authority of Contracted County pursuant to: (a) paragraph E of this Agreement, (b) an Order of Release signed by the Judge of the Juvenile Court of the placing County.
- J. Service Provider shall be in compliance with all Standards and requirements of the Texas Juvenile Probation Commission and all applicable State and Federal law.
- K. Service Provider shall provide twenty (24) hour supervision for the client, including awake staff during sleeping hours in a Secure Facility.
- L. Each child placed in the Facility shall be provided the opportunity to complete the Massachusetts Youth Screening Instrument (MAYSI-2) as required by the Texas Juvenile Probation Commission. Facility personnel administering the MAYSI-2 shall be properly trained, sign the warning page, and document time and date administered. The MAYSI-2 shall then be promptly provided to the Juvenile Probation Officer of the detaining county.
- M. Each child placed in the Facility shall be enrolled in an educational program. Special steps shall be taken to comply with requirements of Special Education students and their needs.
- N. It is further understood and agreed by the parties that nothing in this contract shall be construed to permit the placing County, its agents, servants, or employees in any way to manage, control, direct or instruct Service Provider, its directors, officers, employees, agents, shareholders and designees in any manner respecting its work, duties or functions pertaining to the maintenance and operation of the Facility. However, it is also understood that the Juvenile Court of Contracted County shall control the conditions and terms of detention supervision as to a particular child pursuant to the Texas Family Code, Section 51.12.
- O. It is further understood and agreed by the parties that Contracted County will be financially responsible for any damages caused by any child the County places at the Facility.

#### ARTICLE IV COMPENSATION

- 4.01 For and in consideration of the above-mentioned services, Juvenile Probation agrees to pay the Service Provider the sum of \$115.00 per day for each child. The daily rate shall be paid to the Service Provider for each day a child is in detention. The cost is based on the projected actual cost of care for children in the facility.
- 4.02 Service Provider will submit an invoice for payment of services to the Juvenile Probation Fiscal Officer on a monthly basis. Said invoice shall be submitted with ten (10) working days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to: to be attributed to specific clients if appropriate, date service was rendered, total daily cost, and total monthly cost. Each invoice received for payment will be reviewed by Juvenile Probation in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Juvenile Probation in a timely manner.
- 4.03 Service Provider shall account separately for the receipt and expenditure of any and all state funds received from Juvenile Probation under this contract. Service Provider shall account

separately for state funds received and expended utilizing the following Generally Accepted Accounting Practices (GAAP):

1. Service Provider has an outside audit completed on a yearly basis which specifies receipt and expenditure of State funds. Service Provider shall forward a copy of the annual outside audit to Juvenile Probation by March 1 following the end of the fiscal year.
  2. If Service Provider does not obtain an annual outside audit, then Service Provider shall provide a separate accounting of funds received from Juvenile Probation in whole or in part paid from state funds. The accounting shall clearly list the state funds received from Juvenile Probation and account for expenditures of said funds including documentation of appropriate expenditures as well as the year's tax forms and documentation. The accounting shall be provided to Juvenile Probation thirty (30) days prior to the renewal date of the contract.
- 
- 4.04 It is understood and agreed by Service Provider that this Agreement is funded in whole or in part with grant or state funds and shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.
  - 4.05 In the event that State Reimbursement Rates are increased during the duration of the terms of this contract, the new rates will become effective reflecting those of the increase.
  - 4.06 Service Provider agrees to make claims for payment or direct any payment disputes to Juvenile Probation's Fiscal Officer. Service Provider will not contact other department employees regarding any claims of payment.
  - 4.07 Service Provider will provide certification of eligibility to receive State funds as required by Texas Family Code Section 231.006.
  - 4.08 Except to the extent that a party to this Agreement seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.
  - 4.09 Any and all medical/psychiatric treatment and medication required to meet the needs of the child, as well as clothing, or other expenses not provided for in the Service Provider's program, shall be the sole responsibility of the said child's parent(s), guardian(s), court ordered appointed conservator or Juvenile Probation, to be paid by either Juvenile Probation, private health insurance. Medicaid coverage is not active while a child is in secure placement and cannot be utilized to cover any medical expenses. However, in no case shall a child be denied any needed medical/psychiatric treatment or clothing due to the inability to pay.

**ARTICLE V**  
**ADDITIONAL TERMS & AGREEMENTS**

- 5.01 Prior to transporting a child to the Facility for placement in Secure Short-Term Detention, the official authorizing the placement shall call the Facility to ensure that space is available. Placement of children by authorized officers of Juvenile Probation may be denied if space limitations require as determined by the Facility.

- 5.02 A child will only be accepted in the Facility upon receipt by the Facility Administrator of a proper order from the Juvenile Court of Contracted County
- 5.03 Each child placed in the Facility shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the Facility.
- 5.04 This contract, terms and agreements are transferable.

**ARTICLE VI**  
**EXAMINATION OF PROGRAM & RECORDS**

- 6.01 Service Provider agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this agreement and/or to review its record periodically. This examination and evaluation of the program may include site visitation, observation of programs in operation, interview and the administration of questionnaires to the staff of Service Provider and the children when deemed necessary.
- 6.02 Service Provider shall provide to Juvenile Probation such descriptive information contracted children as requested on forms provided by Juvenile Probation.
- 6.03 For purpose of evaluation, inspection, auditing or reproduction, Service Provider agrees to maintain and make available to authorized representatives of the State of Texas or Juvenile Probation any and all books, documents or other evidence pertaining to the costs and expenses of this Agreement.
- 6.04 Service Provider will keep a record of all services provided to Juvenile Probation under this Agreement, and upon reasonable notice will provide information, records, papers, reports, and other documents regarding services furnished as may be requested by Juvenile Probation. Service Provider will maintain the records (as referenced above) for seven (7) years after the termination of this Agreement.
- 6.05 "Contractor 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 those funds. Contractor 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. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards."

**ARTICLE VII**  
**CONFIDENTIALITY OF RECORDS**

- 7.01 Service Provider shall maintain strict confidentiality of all information and records relating to children involved in Juvenile Probation, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

**ARTICLE VIII**  
**DUTY TO REPORT**

- 8.01 As required by §§261.101 and 261.405 of the Texas Family Code, Service Provider shall report any allegations or incident of abuse, exploitation or neglect of any child (including but not limited to a juvenile that has been placed by Juvenile Probation) within twenty-four (24) hours from the time the allegation is made, to all of the following:
- A. Local law enforcement agency (such as the Milam County Sheriff's Office);
  - B. Texas Juvenile Justice Department by submitting a TJJD Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and
  - C. Contracted County Juvenile Probation Department

- 8.02 Service Provider shall adopt and comply with all federal, state, county, and city laws, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract, including the Prison Rape Elimination Act of 2003 (PREA) which establishes a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile Offenders.

Under PREA, Service Provider shall make available to the Chief Probation Officer all incident-based aggregated data reports for every allegation of sexual abuse at its facility or facilities, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30 [PREA §115.387 (e) and (f)].

Under PREA, the Service Provider shall be subjected to annual contract monitoring by Juvenile Probation to ensure that the Service Provider is complying with the PREA standards [PREA §115.312(b)]. To comply with this standard, the Service Provider will make available to the CPO all incident-based aggregated sexual abuse data within 24 hours of the allegation.

Under PREA, Juvenile Probation will make the aggregated sexual abuse data for each Service Provider available to the public via the Juvenile Probation website [PREA §115.389(b)].

Contractor will be subject to a Department of Justice (DOJ) PREA Audit every three (3) years beginning August 20, 2013. Contractor shall be solely responsible for paying for a PREA Audit as required by its contract with said County.

SERVICE PROVIDER shall retain and make available to JUVENILE PROBATION all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising there from have been resolved, and shall make available for JUVENILE PROBATION 's inspection, all contractual agreements with SERVICE PROVIDER's subcontractors for services related to this Agreement. Separate accountability of the receipt and expenditure of state funds.

Furthermore, Service Provider shall be responsible for the financial cost associated with any PREA audit.

**ARTICLE IX**  
**DISCLOSURE OF INFORMATION**

- 9.01 Service Provider warrants that, prior to entering this contract, it has verified and disclosed the following information to Juvenile Probation, and agrees that it shall have an ongoing affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail this same information to Juvenile Probation:
- A. Any and all corrective action required by any of Service Provider's licensing authorities;
  - B. Any and all litigation filed against the Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;
  - C. Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with juveniles;
  - D. Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with juveniles was the alleged or designated perpetrator;
  - E. The identity of any of the Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and
  - F. The identity of any of the Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Agreement, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

**ARTICLE X**  
**EQUAL OPPORTUNITY**

- 10.01 Service Provider agrees to respect and protect the civil and legal rights of all children and their parents. During the performance of this contract the Service Provider agrees it:
- (A) Will not discriminate against any child, childcare provider, parent, employee or applicant for employment because of race, color, religion, sex or national origin including but not limited to employment, promotion, demotion or transfer, recruitment or advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this non-discrimination.
  - (B) Will, in all solicitations or advertisement for employees placed by or on behalf of the Service Provider, state that all qualified applicants for positions in the Facility, will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  - (C) Shall abide by all applicable federal, state and local laws and regulations.

**ARTICLE XI**  
**OFFICIALS NOT TO BENEFIT**

- 11.01 No officer, employee or agent of Juvenile Probation 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 who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

**ARTICLE XII**  
**DEFAULT, SANCTIONS, PENALTIES FOR BREACH OF CONTRACT**

- 12.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement, as it deems appropriate, in any one of following circumstances:
- A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or
  - B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms, and in either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.
  - C. Except to the extent that a party to this Agreement seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.
  - D. The prevailing party in any lawsuit arising out of this Agreement will be entitled to Attorney's fees from the other party, including actions for declaratory relief.
  - E. The prevailing party in any lawsuit arising out of this Agreement will be entitled to Attorney's fees from the other party, including actions for declaratory relief. All notices required under this Agreement shall be in writing. They shall be sent by fax or by registered U.S. mail, return receipt requested, to the party at the addresses listed below. A party must provide notice of a change of address during the term of this Agreement. Unless specified otherwise, notice required in this Agreement shall be deemed to have been received when actually receive.

CSI - Rockdale  
696 N FM 487  
Rockdale, Texas 76567

Winkler County  
PO Box 822  
Kermit, TX 79745

- F. Captions in this Agreement are for convenience only and shall be deemed irrelevant in construing the provisions of the Agreement.

- G. The parties intend that, in construing and enforcing the provisions of the Agreement, mediators and judges shall give maximum effect to the principles of contractual freedom and contractual enforceability.
- H. If any court finds any provision of this Agreement to be invalid or unenforceable, this finding shall not affect the validity or enforceability of any other provision of the Agreement.
- I. No express or implied waiver by any party of any right of that party under this Agreement in any specific circumstance shall be considered to waive that right of that party in any other circumstance.
- J. The covenants and agreements in this Agreement are binding on and issued to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

**ARTICLE XIII**  
**TERMINATION**

- 13.01 The term of this Contract shall be for a period of twenty-four months from the effective date; however, if either party feels in its judgment that the contract cannot be successfully continued, and desires to terminate this contract, then the party so desiring to terminate may do so by notifying the other party in writing, by certified mail or personal delivery to its principal office, of its intention to terminate the contract thirty (30) calendar days from the date of the Notice of Termination. At 12:00 o'clock Midnight, thirty (30) calendar days after the date of the Notice of Termination, this contract shall terminate, become null and void, and be of no further force or effect. Such termination shall not affect or diminish Contracted County responsibility for payment of any amounts due and owing at the time of termination of the contract. Said County shall remove at its expense all children placed in the Facility on or before the termination date.

**ARTICLE XIV**  
**INDEMNIFICATION**

- 14.01 It is further agreed that Service Provider will indemnify and hold harmless Contracted County against any and all negligence, liability, loss, costs, claims or expenses arising out of wrongful and negligent act(s) of commission or omission by Service Provider, its agents, servants or employees arising from activities under this contract. Service Provider shall have no obligation to indemnify and hold harmless Contracted County for any act(s) of commission or omission of the County or the County's agents, servants, or employees arising from or related to this contract for which a claim or other action is made.

**ARTICLE XV**  
**REPRESENTATIONS & WARRANTIES**

- 15.01 Service Provider hereby represents and warrants the following:
- A. That it has all necessary right, title, license and authority to enter into this Agreement;
  - B. That is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type (s) of services being contracted for; that it is in

compliance with all statutory and regulatory requirements for the operations of its business and that there are no taxes due and owing to the State of Texas, the County of Winkler, or any political subdivision thereof;

- C. Service Provider will maintain in force policies of general liability insurance against loss to any person or property occasioned by acts or omissions of Service Provider. Certified copies of original insurance policies shall be furnished to Juvenile Probation. Furthermore, the Juvenile Probation shall be notified immediately upon any changes in the status of insurance policies and shall promptly furnish updated certificates of insurance to Juvenile Probation.
- D. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Justice Department administrative rules regarding abuse, neglect and exploitation allegations.

**ARTICLE XV**  
**TEXAS LAW TO APPLY**

- 16.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Milam County, Texas.

**ARTICLE XVI**  
**VENUE**

- 17.01 Exclusive venue for any litigation arising from this Agreement shall be in Milam County, Texas.

**ARTICLE XVII**  
**LEGAL CONSTRUCTION**

- 18.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

**ARTICLE XVIII**  
**PRIOR AGREEMENTS SUPERSEDED**

- 19.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.



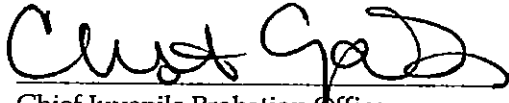
This Contract and Agreement is executed with the declared intention of the parties that this Contract and Agreement is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating a need for supervision, and payment for such care will be made by Winkler County for the children placed in the Facility by the Judge of Winkler County having juvenile jurisdiction.

EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

IN WITNESS WHEREOF, we hereunto affix our signature this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Winkler County  
Probation Department

Center for Success and Independence  
at Rockdale Academy

  
Chief Juvenile Probation Officer

\_\_\_\_\_  
James C. Hill Jr.

Winkler County

\_\_\_\_\_  
Authorized Personnel

**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 the Winkler County ("Contracting County") acting by and through their duly authorized representatives, to be effective September 1, 2020 through August 31, 2021.

**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, 2021. 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 on or before the terminating date.
- (2) Contracting County agrees to pay Garza County the following daily rates, based on level of service provided. (It is understood that the daily rate is dependent on the degree of specialized programming mutually agreed upon by the Contracting County and Garza County.):

Pre-Adjudication Detention Services: The Contracting County agrees to pay the daily rate of \$145.00 for each and every day each **male** child is in detention for pre-adjudication services and the daily rate of \$165.00 for each and every day each **female** child is in detention for pre-adjudication services.

Post-Adjudication General Offender: The Contracting County agrees to pay the daily rate of \$150.00 for **male** general offender post adjudication treatment services.

Post-Adjudication Moderate Program: The Contracting County agrees to pay Garza County the sum of \$168.00 for each and every day a **male** juvenile is in Moderate Level post-adjudication services.

Post-Adjudication Specialized Substance Abuse/Mental Health Program: The Contracting County agrees to pay Garza County the sum of \$185.00 for each and every day a **male** juvenile is in Specialized Substance Abuse/Mental Health Program services.

Post-Adjudication Specialized Programs for Sex Offenders, Co-Occurring Disorders/Needs and Female Programs: The Contracting County agrees to pay \$195.00 per day for each post-adjudicated **male** juvenile in Specialized Programming for Sex Offender and Co-Occurring

Disorders/Needs. The Contracting County agrees to pay \$195.00 per day for each post-adjudicated female juvenile in Specialized Female Programs or Sex Offender Treatment.

The Contracting County agrees to pay \$350.00 for Initial Evaluation completed by the Sex Offender Treatment Provider (SOTP) for any youth admitted into the Sex Offender Treatment Program.

These fees shall be paid to Garza County upon billing 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 treatment 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. For non-emergency situations, the Center will seek medical authorization from the Contracting County prior to the purchase of medication or medical services. If emergency examination, treatment or hospitalization outside the 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 immediately but not later than 24 hours of its occurrence, if possible.
- (5) 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
- (6) Each child placed therein shall be required to follow the rules and regulations of conduct fixed and determined by the Administrator and staff.
- (7) 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, said Juvenile Judge or Probation Officer shall forthwith remove or cause to be removed such child from the Center.
- (8) 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.
- (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 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.
- (10) 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.

- (11) In accordance with the requirements of the Texas Juvenile Justice Department concerning Service Provider Contracts, the following provisions and sub-provisions apply. Garza County through Cornerstone Programs Corporation, in accordance with the provisions of the State Financial Assistance Contracts (SFAC):
- A. An Individualized Treatment Plan (ITP) developed in concert with the juvenile and mutually agreed upon by the appropriate County representative and GCRJC's Director of Treatment and/or designee. The ITP will meet all legal requirements and standards of the Texas Juvenile Justice Department.
  - B. The ITP will be reviewed jointly by the appropriate County representative, the youth, and the assigned GCRJC Case Manager or Case Manager Supervisor at reasonable intervals, not to exceed thirty (30) days, to assess the juvenile's progress with modification of the ITP being made when indicated, deemed necessary by the County or GCRJC, or required by State standards.
  - C. The ITP shall identify goals and outputs and document measurable outcomes which relate to the program objectives.
    1. Goals include a holistic approach, treating every aspect of the juvenile's life, including physical, mental, emotional spiritual and family. The program encourages permanent positive change in a secured structured environment.
    2. Output measures include an individual case plan that clearly defines goals and outputs for each resident. Residents will receive TEA Accredited school curriculum, daily behavior groups and physical recreation, life skills groups and individual counseling as determined by specific program requirements.
    3. Outcome measures significantly reduce recidivism rates of juvenile offenders while presenting them with the skills needed to maintain their abstinence from delinquency.
  - D. Does certify that Cornerstone Programs Corporation is not ineligible to receive state funds as required by Texas Family Code Section 231.006 and acknowledges that this contract may be terminated and payment will be withheld if this certification is inaccurate;
  - E. Shall adhere to all applicable state and federal laws and regulations pertinent to Cornerstone Programs Corporation's provision of services;
  - F. Understands that payment for services may be paid in part or in full by funds provided through TJJD and shall separately account for the receipt of any state funds received under this contract;
  - G. Shall maintain all applicable records for a minimum of seven (7) years or until any pending audits and all questions arising therefore have been resolved.
  - H. In accordance with SFAC, Garza 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 (GAAP) and practices are used.
  - I. In accordance with SFAC, this contract may be terminated by Contracting County for non-compliance if:
    1. 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
    2. The Center fails to comply with the conditions of the Contract.
  - J. 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 those 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.

- (12) Garza County will provide suitable transportation for juvenile 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.
- (13) Garza County verifies that it does not boycott Israel and will not boycott Israel during the term of this agreement. The term "boycott Israel" is as defined by the Texas Government Code Section 808.001, effective September 1, 2017.
- (14) Garza County verifies that it has not engaged in business with Iran, Sudan or any Foreign Terrorist Organizations and will not engage in business with Iran, Sudan or any Foreign Terrorist Organizations, as defined by the Texas Government Code Section 2252.152, effective September 1, 2017.
- (15) Garza County verifies compliance with all state and federal laws applicable to GCRJC and GCRJC's provisions of services. Compliance and maintenance of all current federal, state and local licenses, registrations, or other regulatory permits. Copies of said licenses and permits will be sent to Contracting County, upon execution of this Agreement.
- (16) Garza County will disclose to the Contracting County any pending, or initiated criminal or governmental investigations and results/findings by, but not limited to, the Federal Bureau of Investigation, US Department of Justice, Texas Juvenile Justice Department, Texas Attorney General's Office, any local or state law enforcement entity related to GCRJC, its employees, administrators or contractors.
- (17) Garza County certifies that it is a vendor in good standing (i.e. not on "vendor hold" status) with the Texas Comptroller of Public Accounts.
- (18) Garza County understands and agrees that non-compliance or substandard compliance of GCRJC to meet the terms and conditions of this Agreement can result in the suspension, reduction or withholding of payment for required services. Continued instances of non-compliance or substandard compliance can allow the Contracting County to terminate this Agreement, and prohibit Garza County from future contractual agreements with Contracting County. Upon termination of this Agreement under any provision, Garza County shall be entitled to receive only the unpaid accrued compensation as of the date of termination, minus any reasonable cost incurred by the Contracting County to fulfill Garza County's obligation under this Agreement. Any payments to Garza County above those compensations accrued shall be refunded to the Contracting County, should this Agreement terminate for breach of contract.
- (19) The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the state law of the State of Texas, and all venue shall be in Post, Garza County, Texas, unless otherwise agreed upon in writing by Garza County and the Contracting County.

#### PRISON RAPE ELIMINATION ACT

**Garza County has a zero tolerance towards all forms of sexual abuse and sexual harassment in accordance with the provisions of the Prison Rape Elimination Act of 2003 that provides for administrative and/or criminal disciplinary sanctions.** Garza County has adopted policies and fully complies with the Prison Rape Elimination Act of 2003 (28CFR 115) standards and permits the placing County to monitor its facility and records as necessary to ensure that Garza County is complying with said standards. Under the provisions of the Prison Rape Elimination Act of 2003, Garza County shall make available to the placing County all incident-based aggregate data reports for every allegation of

sexual abuse or sexual harassment and all such data that may be requested by the Department of Justice from the previous calendar year no later than June 30 (115.387 (f)) and the data necessary to answer all questions from the most recent version of the Survey of Sexual Violence.

All agencies contracting with Garza County for placements of youth have the right to monitor the facility to ensure compliance with PREA standards.

OFFICIALS NOT TO BENEFIT

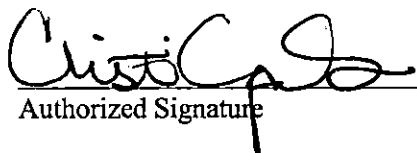
No officer, member or employer of the Criminal Justice Division and no member of its governing body and no other public officials of Garza County who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision 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.

This Contract and Agreement this date is made by and between the parties hereto; it being the declared intention of the parties hereto that the above and foregoing Contract, is a contract providing for the care of children who 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 \_\_\_\_\_ day of \_\_\_\_\_ 2020

\_\_\_\_\_  
Lee Norman, Garza County Judge

\_\_\_\_\_  
Joe Newman, President  
Cornerstone Programs Corporation

  
\_\_\_\_\_  
Authorized Signature

Winkler County CJPO  
Contracting County

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Contracting County

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Authorized Signature

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Contracting County

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Authorized Signature

\_\_\_\_\_  
Contracting County

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Contracting County



Kologik LLC  
 P.O. 591  
 Belle Chasse, LA 70037  
 225-291-5440  
 billing@kologik.com

Invoice **7019224**

<b>BILL TO</b> Winkler County Sheriff's Office 1300 South Bellaire St Kermit, TX 79745	<b>SHIP TO</b> Winkler County Sheriff's Office 1300 South Bellaire St Kermit, TX 79745	<b>DATE</b> 07/01/2020	<b>PLEASE PAY</b> \$5,820.00	<b>DUE DATE</b> 07/01/2020
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DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
07/13/2020	COPsync Software Support	Service: COPsync Admin License [07/13/2020 - 07/12/2021]	3	0.00	0.00
07/13/2020	COPsync Software Support	Service: COPsync Full Time License [07/13/2020 - 07/12/2021]	8	600.00	4,800.00
07/13/2020	COPsync Software Support	Service: COPsync Command License [07/13/2020 - 07/12/2021]	3	120.00	360.00
07/13/2020	COPsync Software Support	Service: COPsync Reserve License [07/13/2020 - 07/12/2021]	1	240.00	240.00
07/13/2020	COPsync Software Support	Service: MDM service - \$60 per tablet for 12 months coverage [07/13/2020 - 07/12/2021] F110 - MDM service - \$60 per tablet for 12 months coverage	7	60.00	420.00

TOTAL DUE

**\$5,820.00**

THANK YOU.

WC 50/copsynch

104040672

RECEIVED

JUL 21 2020

AUDITOR'S OFFICE

Agenda 7/27/2020

Regina K. Johnston, P.C.  
William P. Patton, P.C.

Members of  
American Institute of Certified Public  
Accountants,  
Division of CPA Firms,  
Private Companies Practice Section,  
Texas Society of Certified Public  
Accountants

## Robison Johnston & Patton LLP

CERTIFIED PUBLIC ACCOUNTANTS  
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

July 7, 2020

Winkler County  
P. O. Drawer O  
Kermit, TX 79745

Client #: 9615

Accounting Services: In connection with preparation of the audited financial  
statements for the year ended December 31, 2019 -  
Interim billing.

\$ 16,450.00

*J. Warren*

*Agenda 7/27/2020*

RECEIVED  
JUL 13 2020  
AUDITOR'S OFFICE





# Personalized Stamped Envelopes Order Form

Stamp Fulfillment Services • PO Box 219208 • Kansas City, MO 64121-9208 • 800 782-6724 • www.usps.com

Order Online at www.usps.com/pse

### Bill to Address\*

E92172099  
MINERVA SOLTERO  
WINKLER CO TAX A/C  
100 E Winkler  
Kermit, TX 79745



The printed return address must comply with all applicable Postal Service regulations, including those governing Personalized Stamped Envelopes in the Domestic Mail Manual. The Postal Service does not provide, approve, or endorse printed return addresses.

To avoid delay in processing your order, please fill in all required fields (\*).

### PRINTED RETURN ADDRESS\*

Print clearly as you would like for it to appear on your envelope.  
For Bolded lines, please check appropriate box.

1 **Minerva Soltero**

2 **Winkler County Tax Assessor-Collector**

3 **P.O. Box T**

4 **Kermit, Tx 79745**

5 **Return Service Requested**

MARK FOR ALL UPPERCASE

### SHIPPING ADDRESS

If you prefer this order to be shipped to an address other than what is printed on the envelope, please indicate "Ship To" address below:

Minerva Soltero  
Winkler County Tax Office  
100 E. Winkler  
Kermit, Tx 79745  
DAYTIME TELEPHONE NUMBER INCLUDING AREA CODE  
( 432 ) 586-3465  
CONTACT PERSON: Minerva Soltero

FONT STYLE	FONT COLOR	FONT SIZE
<input checked="" type="checkbox"/> Arial (DEFAULT)	<input checked="" type="checkbox"/> BLACK (DEFAULT)	<input type="checkbox"/> 8 (DEFAULT)
<input type="checkbox"/> Rockwell	<input type="checkbox"/> BLUE	<input checked="" type="checkbox"/> 10
<input type="checkbox"/> Times New Roman	<input type="checkbox"/> GREEN	<input type="checkbox"/> 12
	<input type="checkbox"/> RED	

*Without payment of the Premium Option, this order will be printed in Default settings.*

### DEFAULT OPTION PRICING

There is no additional charge if you choose only default options (Arial, 8-point type in black).

### PREMIUM OPTION PRICING - Payment must be included.

Premium options are now available and shown in the chart at left. Further personalize your envelope by selecting any font style, color and/or size option for this low additional fee:

• \$1.10 per box of 50      • \$2.30 per box of 500

ITEM #	BOX QTY	PRICE PER BOX	PREMIUM OPTION FEE	TOTAL
232225 window	17	325.15	39.10	5,566.65
232125 regular	3	322.85	6.90	975.45

(Postage---5,500.00  
(Supplies---1,058.85)

Handling Fee  
(see reverse) 16.75

GRAND TOTAL 6,558.85

### METHOD OF PAYMENT\*

Insufficient payment will result in reduced quantities shipped or the order not processed. Please do not send cash.

CHECK (Payable to the U.S. Postal Service)

CHECK NO. [ ][ ][ ][ ][ ][ ][ ][ ][ ][ ][ ] AMT \$ [ ][ ][ ][ ][ ][ ] . [ ][ ][ ][ ][ ][ ]

CREDIT CARD

AMERICAN EXPRESS      Card Number [ ][ ][ ][ ][ ] - [ ][ ][ ][ ][ ] - [ ][ ][ ][ ][ ] - [ ][ ][ ][ ][ ]

MASTERCARD

VISA      SIGNATURE (Required): \_\_\_\_\_ MONTH / YEAR [ ][ ] / [ ][ ][ ][ ][ ]

DISCOVER      Please provide your billing address for credit card orders.

Permission to adjust card as needed

Name \_\_\_\_\_ City \_\_\_\_\_

Street \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE OR FAX ORDERS: PLEASE ALLOW 2-3 WEEKS TO PROCESS YOUR ORDER. MAIL-IN ORDERS: PLEASE ALLOW 3-4 WEEKS TO PROCESS YOUR ORDER. HANDLING CHARGES MUST BE INCLUDED FOR EACH PRE-PRINTED RETURN ADDRESS (BOX) YOU ORDER.

SOURCE CODE: 87088

Revised Jan 2020




## Imposition of Optional Fees Calendar Year 2021

**INSTRUCTIONS:** Complete and return this form (including court orders, if required) to the TxDMV via email at: *DMV\_OptionalCountyFeeUpdates@TxDMV.gov*

Please submit at your earliest convenience, but no later than **Tuesday, September 1<sup>st</sup>, 2020.**

**County Name:** \_\_\_\_\_

**SELECT ONLY ONE OPTION BELOW:**

**OPTION A – No change. This county will charge the same fees in 2021.**   
*Submit this form to TxDMV. A copy of the commissioners court order is NOT required.*

**OR**

**OPTION B – The commissioners court has approved fee changes for 2021.**  
*Enter amounts for each fee, even those that did not change. Enter zero (0) if applicable.*  
Calendar Year 2021 fees to be collected by your county:

Road and Bridge Fee: \$ \_\_\_\_\_

Child Safety Fee: \$ \_\_\_\_\_

Transportation Project Fee (applicable to Bexar, Cameron, El Paso, Hidalgo and Webb counties only): \$ \_\_\_\_\_

**Total fee amount to be collected in 2021:** \$ \_\_\_\_\_

**For Option B, submit this form and a copy of the court order.**

*Thank you, we appreciate your response.*

# TEXAS REGISTRATION FEES

EFFECTIVE January 1, 2020

EXPIRES December 31, 2020

## STATE LAW ALLOWS THE COLLECTION OF LOCAL FEES AT THE TIME OF VEHICLE REGISTRATION

Below are local fees collected with vehicle registration fees through the County Tax Assessor-Collector's office.  
The total fee on the registration renewal notice includes applicable local fees.

Anderson \$11.50	Brazos \$11.50	Coke \$10	Denton \$11.50	Freestone \$10	Harris \$11.50	Jasper \$10	Lampasas \$11.50	McLennan \$11.50	Orange \$10	Rusk \$11	Taylor \$10	Wharton \$10
Andrews \$7	Brewster \$10	Coleman \$10	DeWitt \$10	Frio \$11.50	Harrison \$11.50	Jeff Davis \$11.50	La Salle \$10	McMullen 0	Palo Pinto \$10	Sabine \$11	Terrill \$10	Wheeler \$6.50
Angelina \$10	Briscoe \$10	Collin \$11.50	Dickens \$10	Gaines \$10	Hartley \$10	Jefferson \$10	Lavaca \$10	Medina \$10	Panola \$1.50	San Auguste \$11.50	Terry \$10	Wichita \$10
Aransas \$10	Brooks \$11.50	Collingsworth \$10	Dimmitt \$11.50	Galveston \$10	Haskell \$10	Jim Hogg \$11.50	Lee \$10	Menard \$11.50	Parker \$11.50	San Jacinto \$11.50	Throckmorton \$10	Wiltberger \$10
Archer \$10	Brown \$11.50	Colorado \$10	Donley \$10	Garza \$10	Hays \$10	Jim Wells \$11.50	Leon \$10	Midland \$10	Parmer \$10	San Patricio \$11.50	Titus \$10	Wittacy \$10
Armstrong \$10	Burleson \$11.25	Cornal \$11.50	Duval \$10	Gillespie \$11.50	Hemp Hill \$5	Johnson \$11.50	Liberty \$10	Milam \$10	Pecos \$10	San Saba \$10	Tom Green \$11.50	Williamson \$11.50
Atascosa \$10	Burnet \$11.50	Comanche \$10	Eastland \$10	Glasscock \$10	Henderson \$10	Jones \$10	Limestone \$10	Mills \$11.50	Polk \$11.50	Schleicher \$10	Travis \$11.50	Wilson \$10
Austin \$10	Caldwell \$11.50	Concho \$10	Ector \$10	Gollad \$11.50	Hidalgo \$20	Karnes \$10	Lipscomb \$10	Mitchell \$10	Polk \$11.50	Scurry \$10	Trinity \$11.50	Winkler \$7.50
Bailey \$10	Calhoun \$10	Cooke \$11	Edwards \$11.00	Gonzales \$10	Hill \$10	Kaufman \$11.50	Llano \$11.50	Montague \$10	Presidio \$10	Shackelford \$10	Tyler \$11	Wise \$10
Bandera \$10	Callahan \$10	Coryell \$10	Ellis \$10	Gray \$10	Hockley \$10	Kandall \$11	Llano \$11.50	Montgomery \$10	Rains \$11.50	Shelby \$11.50	Upshur \$10	Wood \$10
Bastrop \$10	Cameron \$21.50	Cottle \$10	El Paso \$20	Grayson \$10	Hood \$10	Kanedy 0	Lubbock \$10	Moore \$10	Randall \$10	Sherman \$10	Upton \$5	Yoakum \$10
Bayler \$10	Camp \$10.50	Crane 0	Erath \$10	Gregg \$9	Hopkins \$11	Karr \$10	Lynn \$10	Morris \$10	Reagan \$10	Smith \$11.50	Uvalde \$10	Young \$10
Bea \$10	Carson \$10	Crockett \$5	Falls \$11	Grimes \$10	Houston \$10	Kent 0	Madison \$10	Motley \$10	Real \$10	Somervell \$10	Val Verde \$10	Zapata \$11.50
Beck \$11.50	Cass \$10	Crosby \$10	Fannin \$10	Guadalupe \$11.50	Howard \$10	Kimble \$10	Marion \$10	Nacogdoches \$10	Red River \$10	Starr \$10	Van Zandt \$11.50	Zavala \$11.50
Becker \$21.50	Castro \$10	Culberson \$10	Fayette \$10	Hale \$10	Hudspeth \$10	King 0	Mason \$10	Navarro \$10	Reeves \$11.50	Stephens \$10	Victoria \$11	
Blanco \$11.50	Chambers \$11	Dallas \$10	Fisher \$10	Hall \$10	Hunt \$11	Kinney \$10	Martin \$10	Newton \$10	Randall \$10	Stonewall \$10	Walker \$10	
Borden 0	Cherokee \$10	Dallas \$11.50	Floyd \$10	Hamilton \$10	Hutchinson \$10	Kleberg \$10	Mason \$11.50	Nolan \$10	Refugio \$10	Stonewall \$10	Waller \$10	
Bosque \$10	Childress \$10	Dawson \$10	Foard \$10	Hansford \$10	Harris \$10	Knox \$10	Malagorda \$10	Nueces \$10	Roberts \$5	Sutton \$10	Washington \$10	
Bowie \$10	Clay \$10	Deaf Smith \$10	Fort Bend \$11.50	Hardeman \$10	Hardin \$10	Jack \$10	Maverick \$11.50	Ochiltree \$10	Rockwall \$10	Swisher \$10	Webb \$20	
Brazoria \$10	Cochran \$10	Delta \$10	Franklin \$10	Hardin \$10	Jackson \$10.50	Jackson \$10.50	McCulloch \$11.50	Oldham \$10	Runnels \$10	Tarrant \$10		

## PASSENGER VEHICLES / TRUCKS

6,000 lbs. or less = \$50.75

The annual registration fee for a passenger vehicle (including a motor bus or private bus) or truck with a gross vehicle weight of 6,000 lbs. or less is \$50.75, plus applicable fees and local county fees.

Note: The gross vehicle weight of a truck is determined by adding the empty weight of the vehicle and the heaviest load that will be carried by the vehicle (carrying capacity) during the registration year.

## TRAILERS / TRAVEL TRAILERS

6,000 lbs. and less = \$45.00

The annual registration fee for a trailer or travel trailer (if the trailer requires registration) with a gross vehicle weight of 6,000 lbs. or less is \$45.00, plus applicable fees and local county fees.

## ALL VEHICLES

6,001 lbs. – 10,000 lbs. = \$54.00

The annual registration fee for a vehicle with a gross vehicle weight of 6,001 lbs. – 10,000 lbs. is \$54.00, plus applicable fees and local county fees.

Note: The gross vehicle weight of a truck is determined by adding the empty weight of the vehicle and the heaviest load that will be carried by the vehicle (carrying capacity) during the registration year.

## WEIGHT BASED REGISTRATION FEES

Vehicles 10,001 lbs. or more will pay the following registration fee\*, plus applicable and local county fees

10,001-18,000 lbs.	\$110.00
18,001-25,999 lbs.	\$205.00
26,000-40,000 lbs.	\$340.00
40,001-54,999 lbs.	\$535.00
55,000-70,000 lbs.	\$740.00
70,001-80,000 lbs.	\$840.00

\*Does not include diesel fees for commercial vehicles

## MOTORCYCLES / MOPEDS = \$30.00

The annual registration fee for a motorcycle or moped is \$30.00, plus applicable fees and local county fees.

**WINK EXPOSITION BUILDING RULES**  
901 North Monahans  
Wink, Texas 79789

Applicant or Organization: \_\_\_\_\_

Date of Application: \_\_\_\_\_

Name of Person in charge: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone#: \_\_\_\_\_ Cell#: \_\_\_\_\_

Rental Dates Requested: \_\_\_\_\_

\$1,000.00 Rental Fee Per Day

\$1,000.00 Cleaning Deposit

\$1,000.00 Damage Deposit

Money order # \_\_\_\_\_

Date Paid: \_\_\_\_\_

Key # issued: \_\_\_\_\_

Date Returned Key: \_\_\_\_\_

Date inspected: \_\_\_\_\_ BY: \_\_\_\_\_

Deposit Released:      YES    or    No

Reason Deposit not Released: \_\_\_\_\_

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\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

Date called Auditor to release deposit: \_\_\_\_\_

Name of person spoke with: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## WINK EXPOSITION BUILDING RULES

User's  
Initials

\_\_\_\_\_ 1. The **Wink Exposition Building** may be reserved for use by **Winkler County Residents only**. Proof of residency will be required at time of rental. No individual may reserve more than one county building for any function. **The building may not be used for profit making activities or promotion of profit activity.**

\_\_\_\_\_ 2. The scheduling and use of the Wink Exposition Building is done through the Wink Library with the guidelines adopted by the Commissioner's Court. **If the Wink Exposition 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 by contacting the Winkler County Judges office at 432-586-6658. Commissioners Court meets the 2<sup>nd</sup> and 4<sup>th</sup> Monday of each month.**

\_\_\_\_\_ 3. The key to the Wink Expo Building will be picked up at the Wink Library 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 basic, there will be a \$25.00 fee.**

\_\_\_\_\_ 4. The Wink Exposition Building must be reserved at least two (2) weeks in advance. Rental fee, cleaning deposit and property damage deposits are payable at the time of reservations. **The rental fee for each day is non-refundable if the cancellation is not made 7 days prior to the event.** Deposits will be refunded within 10 working days after the return of the building keys and verification of building condition. The refund will be mailed to the individual as entered on the contract.

~~\_\_\_\_\_ 5. TO OBTAIN A NONPROFIT DISCOUNT THE EVENT MUST BE BY AND FOR, THE NONPROFIT ENTITY LISTED ON THE UNIFIED BUSINESS IDENTIFIER (UBI). PROOF OF TAX EXEMPT STATUS MUST BE SUPPLIED AT TIME OF BOOKING.~~

\_\_\_\_\_ 6. 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.

The fee for each day and deposit must be paid in full at the time of scheduling, and occupancy allowances are as follows:

DAILY RENTAL FEE:	CLEANING DEPOSIT:	PROPERTY DAMAGE/ *ELECTRIC BOX TAMPERING DEPOSIT*	EMERGENCY OR LOST KEY	OCCUPANCY MINIMUM	MAXIMUM
\$1,000	\$1,000	\$1,000	\$50.00	60	500

**\*\*TAMPERING WITH OR DAMAGE TO ELECTRICAL BOXES ON PREMISES OF BUILDING IS PROHIBITED BY ORDER OF THE TEXAS STATE FIRE MARSHALL.\*\***

\_\_\_\_7. If any damage is done to the building, , property, furniture or furnishings, the individual, company or organization will be held responsible for the payment of such damages. **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.

\_\_\_\_8. The building and premises must be left clean and in the same condition, inside and outside, as before the function. The cleanup is to be completed immediately after the function or the cleaning deposit will be forfeited. Brooms and mops are furnished. Individuals are responsible for all other cleaning supplies. If the County must perform additional cleaning of the building the organization will be charged \$100.00 per man hour used up to the \$1,000.00 cleaning deposit.

\_\_\_\_9. There will be no loitering outside the Community Building. Children should be under close supervision at all times.

\_\_\_\_10. Decorations must be safe and not present a safety hazard. This includes but is not limited to blocking doorways, hallways or exits, creating a potential fire hazard, emitting smoke or chemicals which may be harmful to occupants, set off smoke or fire alarms or use of substances that present a slip hazard.

\_\_\_\_11. **MATERIAL, ITEMS PROHIBITED:** No tape, wire, nails, thumbtacks , glue or staples can be used on ceilings, walls, or floor because of damage to building. No silly string, glitter, or confetti. . If any damage is done to the building, property, electrical boxes, fire alarms system, furniture or furnishings, the individual or organization will be held responsible for the payment of such damages and will **FORFEIT THE DAMAGE DEPOSIT.**

\_\_\_\_12. If kitchen is used, all dishes, pots, glassware, silverware, and other utensils must be washed and dried and returned to their original location.

\_\_\_\_13. The stack bar area of the Wink Exposition Building will be available for use while building is rented. **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.  
**(50 tables and 500 chairs)**

**14. Security guards are required for any function where alcohol is available, including but not limited to dances and parties. The guards must be certified Texas Peace Officers or certified Jailers and will be furnished and paid by the user of the Wink Exposition Building. Arrangements for the security guards must be made through the Winkler County Sheriff's Office (432-586-3461) at the time the building is rented. Each function will be reviewed by the Winkler County Sheriff for appropriate security measures and the number of guards required. There is a minimum of two guards required at any function. The guards are to be paid PRIOR to the function and at a set rate of \$40.00 per hour for Deputies and Peace Officers and \$25.00 per hour for Jailers.**

\_\_\_\_15. Dances are not to begin earlier than 7:00 p.m., **music will stop at 12:00a.m.** and all functions will end no later than **1:00a.m.** The volume of music inside the Wink Exposition Building will maintained at a **reasonable** level.

\_\_\_\_16. **A WALK THRU OF THE BUILDING, WITH A COUNTY REPRESENTATIVE, IS REQUIRED BEFORE THE BUILDING IS USED. ANY EXISTING DAMAGE TO THE BUILDING PRIOR WILL BE NOTED.**

\_\_\_\_17 Winkler County assumes no responsibility or liability resulting from accident of injury as a result of use of this building.

**THE COMMISSIONERS' COURT IS HAPPY FOR YOU TO USE THE WINK EXPOSITION BUILDING. INDIVIDUAL/OR ORGANIZATIONS NOT COMPLYING TO RULES AS SET FORTH IN THIS CONTRACT WILL NOT BE ALLOWED TO USE THE BUILDING AGAIN. PLEASE HELP TO MAINTAIN OUR BUILDING FOR FUTURE USE BY WINKLER COUNTY RESIDENTS. THANK YOU.**

\_\_\_\_\_  
**PRINT NAME**

\_\_\_\_\_  
**SIGNATURE ACKNOWLEDGES RECEIPT OF COPY OF RULES**

\_\_\_\_/\_\_\_\_/\_\_\_\_\_  
**DATE SIGNED**



# NON-PROFIT

## RENTAL RULES AND REGULATIONS

(FOR THE USE OF WINK EXPOSITION BUILDING, WINK COMMUNITY CENTER AND WINK PAVILION)  
WINK SPRAY PARK IS EXCLUDED FOR NON-PROFIT USE

1. Non-Profit Organizations must provide proof of current non-profit status including a recent copy of the IRS form 990 and/or Tax Exempt Certificate.
2. Non-profits will not be required to pay rental fees as long as you file a 501 form with your rental contract. When a case of questionable use of groups occurs, the use of the facility is subject to the approval of the Winkler County Commissioners.
3. Non-Profits are required to pay all deposits required on the Wink Building they are renting. Deposits will be refunded within ten (10) working days after the return of the building keys and verification of building condition.

**Wink Community Center**  
**306 North West 2<sup>nd</sup> Street**  
**Wink, Texas 79789**

Applicant or Organizations: \_\_\_\_\_

Date of Application: \_\_\_\_\_

Name of Person in Charge: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone#: \_\_\_\_\_ Cell#: \_\_\_\_\_

**Facility Requested:**

\_\_\_\_\_ **SMALL ROOM (Total occupancy 34) \$50 per day \$300 deposit**

\_\_\_\_\_ **LARGE ROOM (Total occupancy 157) \$300 per day \$500 deposit**

Money order #: \_\_\_\_\_

Date Paid: \_\_\_\_\_

Key # \_\_\_\_\_

Date returned key: \_\_\_\_\_

Date inspected: \_\_\_\_\_ BY: \_\_\_\_\_

Deposit Released: YES or NO

Reason: \_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

Date called Auditor to release deposit: \_\_\_\_\_

Name of person spoke  
with: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**RULES**  
**WINK COMMUNITY CENTER**

**USER'S  
INITIALS**

\_\_\_\_1. **The County Building may be reserved for use by County residents only. Proof of residency will be required at time of rental. No individual may reserve more than one county building for any function. The building may not be used for profit making activities or promotion of profit activity.**

\_\_\_\_2. **The scheduling and use of the Wink Community Center is done through the Wink Library with guidelines adopted by the Commissioner's Court. If the Wink Community Center is needed for more than two (2) days, the individual must request to be on the agenda for Commissioner's Court to have the additional days approved by contacting the Winkler County Judges office at 432-586-6658. Commissioners Court meets the 2<sup>nd</sup> and 4<sup>th</sup> Monday of each month.**

\_\_\_\_3. **The key to the Wink Community Center will be picked up at the Wink Library 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, FOR KEYS ISSUED ON AN EMERGENCY BASIC, THERE WILL BE A \$25 FEE.**

\_\_\_\_4. **The Wink Community Center must be reserved at least one week in advance. Rental fee and deposit are payable at the time of reservation. THE RENTAL FEE IS NON-REFUNDABLE UNLESS RESERVATIONS ARE CANCELLED AT LEAST SEVEN ( 7 ) DAYS PRIOR TO THE EVENT. Deposits will be refunded within ten (10) days after the return of the building keys and verification of building condition. The refund will be mailed to the individual as entered on the contract.**

\_\_\_\_5. **To obtain a nonprofit discount the event must be by and for, the nonprofit entity listed on the Unified Business Identifier (UBI). Proof of tax exempt status must be supplied at time of booking.**

\_\_\_\_6. **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 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.**

\_\_\_\_7. Rental fees, deposits and occupancy requirements, as determined by the Commissioners are as follows:

<u>COMMUNITY CENTER</u>	<u>DAILY RENTAL FEE</u>	<u>REQUIRED DEPOSIT</u>	<u>OCCUPANCY MAXIMUM</u>
SMALL ROOM	\$50.00	\$300.00	34
LARGE ROOM	\$300.00	\$500.00	157

**\*\*TAMPERING WITH OR DAMAGE TO ELECTRICAL BOXES ON PREMISES OF BUILDING IS PROHIBITED BY ORDER OF THE TEXS STATE FIRE MARSHALL\*\***

\_\_\_\_8. If any damage is done to the building, property, furniture or furnishings, the individual, company or organization will be held responsible for the payment of such damages. **NO ADDITIONAL TABLES AND CHAIRS WILL BE PROVIDED.** Nothing is to be taken from the Community Center and no loan of equipment is allowed without permission of the Commissioner's Court.

\_\_\_\_9. The building and premises will be left clean and in the same condition, inside and outside, as before the function. The cleanup is to be completed immediately after the function or the deposit will be forfeited. Brooms and mops are furnished. Individuals are responsible for all other cleaning supplies.

\_\_\_\_10. There will be no loitering outside the Community Building. Children should be under close supervision at all times.

\_\_\_\_11 **MATERIAL , ITEMS PROHIBITED. NO TAPE, WIRE, NAILS, THUMBTRACKS, GLUE, STAPLES, STRING, PAINT, CHALK, MAGIC MARKERS OR PERMANENT MARKERS CAN BE USED ON CEILINGS, WALLS, OR FLOOR BECAUSE OF DAMAGE TO BUILDING. NO SILLY STRING, GLITTER OR CONFETTI. NO JUMP HOUSES IN THE BUILDING. IF ANY DAMAGE IS DONE TO THE BUILDING, PROPERTY, ELECTRICAL BOXES, FIRE ALARMS SYSTEM, FURNITURE OR FURNISHINGS, THE INDIVIDUAL OR ORGANIZATION WILL BE HELD RESPONSIBLE FOR THE PAYMENT OF SUCH DAMAGES AND WILL FORFEIT THE FULL DEPOSIT.**

\_\_\_\_12. Decorations must be safe and not present a safety hazard. This includes but not limited to blocking doorways, hallways or exits, creating a potential fire hazard, emitting smoke or chemicals which may be harmful to occupants, set off smoke or fire alarms or use of substances that present a slip hazard.

\_\_\_\_13.**USE OF KITCHEN.** All dishes, pots, pans glassware, silverware, and other utensils must be washed and dried and returned to their original location. If using the dishwasher, dishes must be put away after cleaned. All kitchen utensils will be accounted for before leaving the building or you will **forfeit the full deposit.**

\_\_\_\_14. All functions in Community Center will end no later than 12 midnight and music will stop at 12 midnight. The volume off music inside the Community Center will be maintained at a reasonable level.

\_\_\_\_15. **A walk thru of the building, with a county representative , is required before the building is used. Any existing damage to the building prior will be noted.**

\_\_\_\_16. Winkler County assumes no responsibility or liability resulting from accident or injury as a result of use of this building.

**THE COMMISSIONERS' COURT IS HAPPY FOR YOU TO USE THE COMMUNITY CENTER. INDIVIDUALS NOT COMPLYING WITH RULES AS SET FORTH IN THIS CONTRACT WILL NO BE ALLOWED TO USE BUILDING AGAIN. PLEASE HELP MAINTAIN OUR COMMUNITY CENTER FOR FUTURE USE BY WINKLER COUNTY RESIDENTS. THANK YOU**

**I HAVE READ, FULLY UNDERSTAND AND AGREE TO THE REQUIREMENTS OF THE WINK COMMUNITY CENTER FACILITY RULES AND REGULATION**

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**Applicant Signature**

---

**Date**

TO: Hope Williams - Winkler County

From: Buck Day

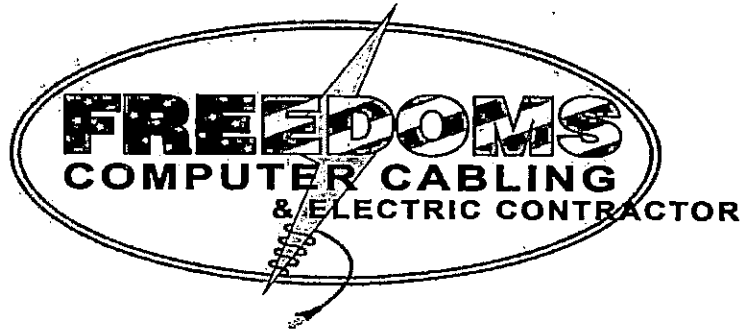
Re: Concrete at County Park

Furnish expt. forms, rebar, concrete, and labor to install  
concrete pads and sidewalk.

- Sidewalk 3' x 38'
- 5 - 15' 5" x 17' 4" picnic table pads
- Concrete to be 3500 PSI with rebar 1/2" @ 10/c 6" thick
- County to furnish roll off for grass, dirt and concrete removal
- Total cost \$ 11,550<sup>00</sup>

Buck Day

7-16-20



2210 W. New Jersey Midland, TX 79701  
Office: 432-218-8270 Mobil: 432-288-3487  
TECL# 28218  
**Job quote**

July 20, 2020

Winkler County Park  
Charles.wolf@co.winkler.tx.us

RE: Pavilion

- Provide labor and material to install approx. 250ft feeder conduit and wire from building to new panel for pavilion.
- Provide labor and material to install new panel for pavilion.
- Provide labor and material to install surge protector for pavilion.
- Provide labor and material to install quad with 4 circuits at bottom of pavilion post.
- Provide labor and material to install circuit for lighting for pole near pavilion.
- Note: This bid excludes any ditch or concrete cutting.
- Any work performed beyond the scope listed in this quote is subject to additional charges.

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BUDGETARY NUMBER: \$ 10,500.00

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

Kermit, Texas

September 1, 2020

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, 2020 and terminating August 31, 2021. 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 \_\_\_\_\_, 2020.

WEST TEXAS CENTERS

By:   
\_\_\_\_\_  
Shelley Smith, LMSW, CMFSW  
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  
Charles Wolf for  
Winkler County Commissioners Court



P. O. Box 60688  
Midland TX 79711  
4325630266 / 4329673686  
tammy@midessatel.com

# Estimate

<b>ESTIMATE#</b>	96767
<b>DATE</b>	07/15/2020
<b>PO#</b>	

<b>CUSTOMER</b>
WINKLER COUNTY ANEX JUDGE WOLF 738 South East Avenue Kermit , TX 79745

<b>SERVICE LOCATION</b>
WINKLER COUNTY ANEX JUDGE WOLF 738 South East Avenue Kermit, TX 79745

<b>DESCRIPTION</b> 12X18
--------------------------

<b>Estimate</b>			
Description	Qty	Rate	Total
SV9100 8-Button Desiless IP Phone BE115110	12.00	273.00	3,276.00
GCD-4COTB-A (SV9100 4 PORT COT INTERFACE BLADE) BE113029	2.00	226.00	452.00
GPZ-4COTF-A (SV9100 4 PORT COT DAUGHTER BOARD) BE113030	1.00	205.00	205.00
INSTALLATION CABLE( MOD8-25) 670535	1.00	63.00	63.00
NEC RACK MOUNT BRACKET FOR 19" CHASSIS 670508	1.00	42.00	42.00
ZyXEL 24-port GbE Smart Managed PoE Switch GS1920-24HP	1.00	900.00	900.00
SV9100 ESSENTIAL USER-LIC 01 BE119590	1.00	42.00	42.00
SV9100 ESSENTIAL USER-LIC 01 BE119590	18.00	50.00	900.00
SV9100 PRODUCTIVITY USER-LIC 01 BE119591	6.00	45.00	270.00
SV9100E PRODUCTIVITY PACKAGE Q24-FR000000138723	1.00	3,675.00	3,675.00

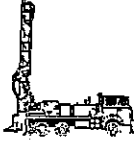
Description	Qty	Rate	Total
SWA ESA SV9100 UNIT 09112100	1.00	310.00	310.00
5 YEAR WARRANTY NEC PARTS 5 YEAR WARRANTY	1.00	500.00	500.00
LABOR LABOR	14.00	110.00	1,540.00
TRIP CHARGE TRIP CHARGE	1.00	600.00	600.00

**CUSTOMER MESSAGE**

Thank you for the opportunity to service your company.

**Estimate Total:**

**\$12,775.00**



Peters Water Well Drilling

PO Box 1085  
Seminole, TX 79360  
432-209-2797  
davidaka3@hotmail.com

# Invoice

Date	Invoice #
7/4/2020	233

Bill To
Winkler County Golf Course Box 0 Kermit, Tx 79745

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
370	18 Inch Hole, 10 Inch Casing, Gravel Packed, Surface Completion.	105.00	38,850.00
1	Test Pump, Generator and Labor. #1	3,870.00	3,870.00
1	Test Pump, Motor and Labor. #2	2,526.00	2,526.00
3	Dry Acid	143.00	429.00
2	Mudnox	110.00	220.00
2	Gravel.(Loads)	772.50	1,545.00
7	Pump Supervision(Days)	300.00	2,100.00
5	Test Pump Fuel	80.00	400.00
		<b>Total</b>	<b>\$49,940.00</b>

**McCAMPBELL IRRIGATION**  
 Design • Consulting  
 150 Beach Blvd. Laguna Vista, TX 78578  
 cell 956/607-6564  
 bmcccampbell@rgv.rr.com  
 Texas Licensed Irrigator #468, #7029

To: Winkler County Auditor  
 100 East Winkler  
 First Floor Courthouse  
 Kermit, TX 79745

Client: Winkler County Golf Course  
 Project: Design of New Irrigation System  
 Invoice Date: 7/21/20  
 Invoice Number: IR200703

Quantity	Description	Unit Rate	Amount
1	Irrigation design for 9-hole golf course		
	Per Contract, Article 4.A.1.a		\$ 7400 00

Payment Schedule:

\$7400.00 Irrigation Design  
2000.00 Due Upon Project Completion

Project Total \$9400.00

Make payment to: McCampbell Irrigation

Subtotal	\$ 7400 00
Tax	n/a
Due at this time	Total \$ 7400 00

**RECEIVED**  
 JUL 21 2020  
 AUDITOR'S OFFICE

Agenda 7/27/2020

102300801

**BROWN REYNOLDS WATFORD  
ARCHITECTS**

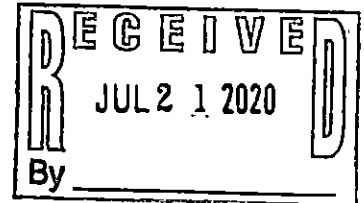


3535 TRAVIS STREET  
SUITE 250  
DALLAS, TEXAS 75204  
214-528-8704  
WWW.BRWARCH.COM

**INVOICE NO. 220-06079**

July 15, 2020

Charles Wolf  
Winkler County  
100 E. Winkler  
Kermit, TX 79745

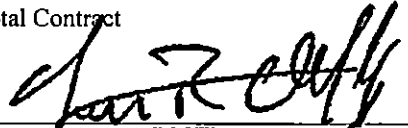


Re: County of Winkler - EMS & Dispatch Station No. 1

BRW Project No: 220020.00

Services rendered through June 30, 2020

	Contract Amount	Percent Complete	Total Complete	Prior Billed	Current Billed
<b>PROFESSIONAL SERVICES</b>					
AS: Programing & Concept Design	18,500.00	100.00	18,500.00	18,500.00	0.00
Schematic Design	64,000.00	100.00	64,000.00	57,600.00	6,400.00
Design Development	64,000.00	30.00	19,200.00	0.00	19,200.00
Construction Documents	96,000.00	0.00	0.00	0.00	0.00
Bidding	16,000.00	0.00	0.00	0.00	0.00
Construction Administration	80,000.00	0.00	0.00	0.00	0.00
Subtotal	<u>338,500.00</u>	<u>30.04</u>	<u>101,700.00</u>	<u>76,100.00</u>	<u>25,600.00</u>
<b>ADDITIONAL SERVICES</b>					
Geotechnical Report	8,925.00	100.00	8,925.00	8,925.00	0.00
Topographic Survey	11,000.00	100.00	11,000.00	11,000.00	0.00
Civil Engineering	41,600.00	25.00	10,400.00	4,160.00	6,240.00
Boundary Survey	6,820.00	100.00	6,820.00	6,820.00	0.00
Preliminary & Final Platting	11,150.00	0.00	0.00	0.00	0.00
DA Maps & Stormwater Detention	6,500.00	0.00	0.00	0.00	0.00
Landscape & Irrigation Design	14,000.00	25.00	3,500.00	1,400.00	2,100.00
Structured Slab Design	4,800.00	0.00	0.00	0.00	0.00
Technology & AV Design Services	4,000.00	0.00	0.00	0.00	0.00
Energy Code Commissioning	6,300.00	0.00	0.00	0.00	0.00
Subtotal	<u>115,095.00</u>	<u>35.31</u>	<u>40,645.00</u>	<u>32,305.00</u>	<u>8,340.00</u>
<b>REIMBURSABLE EXPENSES</b>					
Expenses	28,000.00	5.06	1,416.71	1,416.71	0.00
Total Contract	<u>481,595.00</u>	<u>29.85</u>	<u>143,761.71</u>	<u>109,821.71</u>	<u>33,940.00</u>
<b>Invoice Total</b>					<b>533,940.00</b>

  
FRED CLIFFORD, AIA, DIRECTOR

This invoice is due and payable in Dallas, Dallas County, Texas

