

THE STATE OF TEXAS        )  
                                      :  
 COUNTY OF WINKLER        )

On this the 8<sup>th</sup> day of July, 2013, the Commissioners' Court of Winkler County, Texas, met in Regular Term of Court at the Courthouse in Kermit, Texas, with the following members present, to-wit:

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

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

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

There was no financial information or monthly reports regarding Winkler County Memorial Hospital for the Court to consider at this time.

There were no line item transfer(s) or salary schedule change(s) regarding Winkler County Memorial Hospital for the Court to consider at this time.

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

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

Following discussion of policy for personal cellular telephone use during work hours, it was decided that each Department Head should create their own policy regarding usage of personal cellular telephones.

Following discussion regarding policy concerning uncashed jury checks and disposition of the funds after voiding, in accordance with Texas Government Code 61.001 (f), V.T.C.A., a motion was made by Commissioner Neal and seconded by Commissioner Wolf to approve policy that after ninety (90) days of being issued, any uncashed jury checks are to be voided and the money returned to the jury fund; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Stevens to approve request of District Clerk and Chief Juvenile Probation Officer to purchase shredder from County Records Management

fund (\$1,573.57) and Juvenile Probation Title IV-D fund (\$1,573.57) for a total of \$3,147.14; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Wolf and seconded by Commissioner Stevens to approve request of Commissioner, Precinct No. 2, to purchase 2014 T800 Kenworth water truck at the Buy Board price of \$123,046.00 for Area II Road and Bridge from budgeted capital expenditure funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Stevens and seconded by Commissioner Wolf to approve signage and contract labor to install signs for truck route and purchase signs in an amount not to exceed \$4,000.00 from lateral road funds; which motion became an order of the Court upon the following vote:

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

Following discussion regarding Resolution Authorizing District Attorney's Grant Application to Criminal Justice Division of Governor's Office in the amount of \$167,079.00 for equipment, personnel, supplies, and direct operating expenses, and travel and training, a motion was made by Judge Leck to approve Resolution Authorizing District Attorney's Grant Application; which motion died for lack of second.

A motion was made by Commissioner Thompson and seconded by Commissioner Stevens to approve Contract and Agreement for Secure Long-Term Residential Service of Juvenile Offenders Space Available between Winkler County and 4M Granbury Youth Services, Inc., dba Granbury Regional Juvenile Justice Center for the term of September 01, 2013 through August 31, 2014; which motion became an order of the Court upon the following vote:

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

4M GRANBURY YOUTH SERVICES, INC  
dba GRANBURY REGIONAL JUVENILE JUSTICE CENTER  
Residential Services

This Agreement is entered into by and between **Winkler County**, at the request of and on behalf of the **Winkler County Juvenile Probation Department** and **4M Granbury Youth Services, Inc., dba Granbury Regional Juvenile Justice Center**, 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").

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 1300 Crossland, Granbury, Texas 76048. The business office of Service Provider is 696 N. FM 487, Rockdale, Texas 76567.

2.01 The term of this agreement is for 12 months, commencing September 1, 2013 and ending August 31, 2014. This Contract shall automatically renew and extend for an additional one year period on the first day of September of each succeeding year unless CONTRACTOR gives written notice to SERVICE PROVIDER not less than 30 days prior to the first day of September of such succeeding anniversary. This renewal and extension is subject to the availability of funds for the contract year, to the allocation of funds to meet the terms of this contract, and subject to the approval of the Winkler County Juvenile Board. This contract need not be specifically identified in the budget or budget process. Upon renewal and extension of this contract, all dates sums set forth herein shall be deemed modified as necessary to reflect the new and extended term of the contract.

ARTICLE III  
SERVICES

3.01 Service Provider will provide the following level of care services:

- A. Basic
- B. Specialized

The two level of care services delivery criteria as well as the required description of the characteristics of children will be in accordance with the definitions determined by the Texas Juvenile Justice Department.

3.02 Service Provider will perform the following services:

- A. Provide basic residential services, including: standard supervision by qualified adults, food and snacks, recreation, personal hygiene items, hair cuts, transportation, school supplies, room, (rent, utilities, maintenance, telephone), as agreed by Juvenile Probation.
- B. 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.
- C. 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.
- D. Provide to the Juvenile Probation Department a written Individualized Treatment/Case Plan developed in concert with the client and mutually agreed upon by the appropriate Service Provider staff and the Probation Officer within thirty (30) days of placement. Said individualized Treatment/Case Plan shall include measurement of progress towards goals in the following nine (9) domains: medical; safety and security; recreational; educational; mental/behavioral health; relationship; socialization; permanence; parent and child participation.
- E. Initiate and document meetings to review the Individualized Program Plan with the child and the assigned Residential Services Probation Officer at reasonable intervals, not to exceed ninety (90) days, to assess the child's progress toward meeting goals set forth, making modifications when necessary, and determining the need for continued placement outside of the child's natural home. The Individualized Treatment Plan shall contain the reasons why the placement may benefit the client; shall specify behavioral goals and objectives being sought for each client; shall state how the goals and objectives are to be achieved in the placement; shall state how the parent(s), guardian(s), and, where possible, grandparents and other extended family members will be involved in the program plan to assist in preventing controlling the child's objectionable behavior.
- F. Maintain copies of the original Individualized Program Plan and the periodic reviews.
- G. Provide the Juvenile Probation Department with a written report of the child's progress on a monthly basis in a Monthly Progress Report.

- H. 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.
- I. 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, health insurance or Medicaid coverage. 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.
  - A. Juvenile Probation shall evaluate Service Provider's performance under this Agreement according to the following specific performance goals for Service Provider:
    - 1. Ensure children complete residential placement.
    - 2. Prevent re-referrals of children during the six (6) months following release from residential placement.
    - 3. Ensure children move down in their Level of Care as they progress in the treatment program.
  - B. Juvenile Probation shall additionally evaluate Service Provider by the following output measures (in actual numbers of units of service and activities):
    - 1. The total number of children placed in residential placement.
    - 2. The total number of children who were discharged from residential placement successfully.
    - 3. The total number of re-referrals of children discharged from placements within six (6) months after release.
    - 4. The total number of children who move down in their Level of Care.
    - 5. The average length of time before a child moves down in the Level of Care.
  - C. Juvenile Probation shall further evaluate Service Provider by the following outcome measures:
    - 1. Percentage of children in residential placement who will complete their placement as a successful discharge.
    - 2. Percentage of children who have completed their placement and not re-referrals within six (6) months after release.
    - 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 ~~\$98~~ per day for each child, admitted under "Moderate" Level of Care, ~~\$140~~ per day for each child admitted under "Specialized" Level of Care, ~~\$125~~ per day for each child admitted into the 90 day Program and ~~\$98~~ per day for each child admitted into the 30 day Relapse Program. The Levels of Care are 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 treatment pursuant to billing and paying procedures agreed upon by Juvenile Probation and Service Provider. The Substance Abuse, Female, and Mental Health Programs are recognized as Specialized programs and are reimbursable as such. The cost is based on the facility. **Payment is due within 30 days of receipt of billing.**
- 5.02 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.
- 5.03 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.
- 5.04 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.

Granbury Regional Juvenile Center  
Residential Services Agreement  
September 1, 2013- August 31, 2014

- 5.05 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.
- 5.06 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.
- 5.07 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.
- 5.08 Service Provider will provide certification of eligibility to receive State funds as required by Texas Family Code Section 231.006.
- 5.09 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 officer's 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 Winkler 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 Winkler 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 a written 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 Winkler County pursuant to: (a) Section 6.04 of this Agreement, (b) an Order of Release signed by the Judge of the Juvenile Court of Winkler County.

- 6.08 It is further understood and agreed by the parties that nothing in this contract shall be construed to permit Winkler 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 Winkler 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 It is understood and agreed that any youth placed in the facility, by the contracted County, shall be responsible for any damages caused by their youth. The Service Provider shall notify the placing agency of such damages and provide estimates/invoices as soon as they are available. Total cost of damages shall be placed on the normal monthly billing statement, when all cost of repairs have been received.

#### 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 three (3) 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:
- A. Local law enforcement agency (such as the Hood 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. Winkler County Juvenile Probation Department.

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:
- 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 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:
- (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 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:
- 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

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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. 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.
- 4M Granbury Youth Services, Inc.  
1300 Crossland  
Granbury, Texas 76048

Winkler County  
P.O. Box 822  
Kermit, Texas 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 XIV  
TERMINATION

- 14.01 The initial term of this Contract shall be for a period of twelve months from the effective date with the option of an automatic twelve month renewal; 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 Winkler County's responsibility for payment of any amounts due and owing at the time of termination of the Contract. Winkler 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, cost 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 **Winkler County** for any act(s) of commission or omission of the Counties 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 or 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:
- 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 hold 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, **Winkler County**, 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 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 **Hood County**, Texas.

ARTICLE XX  
VENUE

- 20.01 Exclusive venue for any litigation arising from this Agreement shall be in **Hood 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.

ARTICLE XXIII  
PRISON RAPE ELIMINATION ACT

- 23.01 Service Provider shall comply with all federal, state, county and city laws, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this contract, including the Prison Rape Elimination Act of 2003 (PREA) which establishes a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile offenders.
- 23.02 Under PREA, Service Provider shall make available to the Chief Juvenile 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<sup>th</sup> [PREA 115.387 (e) and (f)].
- 23.03 All Contracted Counties shall ensure that their Department employees and/or employees of other agencies that Contracted County sends to the service providers' location (facility), have completed PREA training.

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 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.

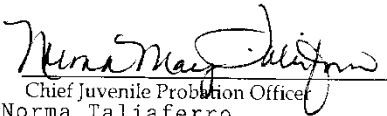
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September 1, 2013- August 31, 2014

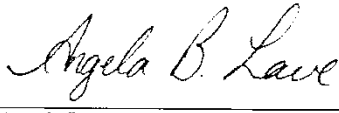
EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

IN WITNESS WHEREOF, we hereunto affix our signature this 8th day of July, 2013

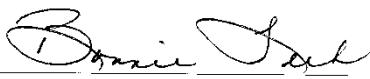
Winkler County

4M Granbury Youth Services, Inc.

  
Chief Juvenile Probation Officer  
Norma Taliaferro

  
Angela B. Lowe  
Facility Administrator

Winkler County

  
Authorized Personnel  
Bonnie Leck  
Winkler County Judge

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Contract and Agreement for Secure Short-Term Detention of Juvenile Offenders Space Available between Winkler County and 4M Granbury Youth Services, Inc., dba Granbury Regional Juvenile Justice Center for the term of September 01, 2013 through August 31, 2014; which motion became an order of the Court upon the following vote:

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

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

STATE OF TEXAS                                 §  
COUNTIES OF HOOD                          §  
  §

4M GRANBURY YOUTH SERVICES, INC  
dba GRANBURY REGIONAL JUVENILE JUSTICE CENTER  
Detention Services

Commencing on: September 1, 2013 & Ending on: August 31, 2014

This Agreement is entered into by and between **Winkler County**, at the request of and on behalf of the **Winkler County Juvenile Probation Department and 4M Granbury Youth Services, Inc., dba Granbury Regional Juvenile Justice Center**, 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 1300 Crossland, Granbury, Texas 76048. The business office of Service Provider is 696 N. FM 487, Rockdale, Texas 76567.

## ARTICLE II

### TERM

2.01 The term of this agreement is for 12 months, commencing September 1, 2013 and ending August 31, 2014. This Contract shall automatically renew and extend for an additional one year period on the first day of September of each succeeding year unless CONTRACTOR gives written notice to SERVICE PROVIDER not less than 30 days prior to the first day of September of such succeeding anniversary. This renewal and extension is subject to the availability of funds for the contract year, to the allocation of funds to meet the terms of this contract, and subject to the approval of the Winkler County Juvenile Board. This contract need not be specifically identified in the budget or budget process. Upon renewal and extension of this contract, all dates sums set forth herein shall be deemed modified as necessary to reflect the new and extended term of the contract.

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 **Winkler 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 Treatment. The Administrator shall notify the appropriate **Winkler County Juvenile Services** officials of Outside Treatment within twenty-four (24) hours of its occurrence.
- C. Children from **Winkler 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 **Winkler 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 **Winkler County** of this determination. The child shall immediately be removed from the Facility. It will be the responsibility of **Winkler 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 **Winkler 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



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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 (G), 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 Winkler County for which there will be an additional charge of .54(fifty-four) 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 Winkler 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 Winkler County.
- J. Service Provider shall be in compliance with all Standards and requirements of the Texas Juvenile Justice Department 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 Justice Department. 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 Counties.
- 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 Winkler 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 Winkler County shall control the conditions and terms of detention supervision as to a particular child pursuant to the Texas Family Code, Section 51.12.

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 \$95 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 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.
- 4.06 Service Provider will provide certification of eligibility to receive State funds as required by Texas Family Code Section 231.006.
- 4.07 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 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 officer's 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/ Authorization from the Juvenile Court of Winkler County.

- 5.03 It is understood and agreed that any youth placed in the facility, by the contracted County, shall be responsible for any damages caused by their youth. The Service Provider shall notify the placing agency of such damages and provide estimates/invoices as soon as they are available. Total cost of damages shall be placed on the normal monthly billing statement, when all cost of repairs have been received.

#### 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 on 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 three (3) 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

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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 Hood 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. Winkler County Juvenile Probation Department.

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

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Detention Services Agreement  
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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.

4M Granbury Youth Services, Inc.  
1300 Crossland Road  
Granbury, Texas 76048

Winkler County  
P.O. Box 822  
Kermit, Texas 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 initial term of this Contract shall be for a period of twelve months from the effective date with the option of an automatic twelve month renewal; 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 Winkler County's responsibility for payment of any amounts due and owing at the time of termination of the contract. Winkler 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 Winkler County, against any and all negligence, liability, loss, cost, 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

Granbury Regional Juvenile Center  
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have no obligation to indemnify and hold harmless Winkler 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 hold 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, Winkler County 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 XVI  
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 Hood County, Texas.

ARTICLE XVII  
VENUE

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

ARTICLE XVIII  
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 XIX

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.

ARTICLE XXIII  
PRISON RAPE ELIMINATION ACT

- 20.01 Service Provider shall comply with all federal, state, county and city laws, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this contract, including the Prison Rape Elimination Act of 2003 (PREA) which establishes a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile offenders.
- 20.02 Under PREA, Service Provider shall make available to the Chief Juvenile 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<sup>th</sup> [PREA 115.387 (e) and (f)].
- 20.03 All Contracted Counties shall ensure that their Department employees and/or employees of other agencies that Contracted County sends to the service providers' location (facility), have completed PREA training.

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.



Granbury Regional Juvenile Center  
Detention Services Agreement  
September 1, 2013 – August 31, 2014


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 8<sup>th</sup> day of July, 2013.

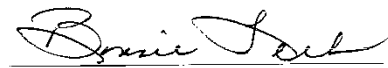
Winkler County

4M Granbury Youth Services, Inc.

  
Chief Juvenile Probation Officer  
Norma Taliaferro

  
Angela B. Lowe  
Facility Administrator

Winkler County

  
Authorized Personnel  
Bonnie Leck  
Winkler County Judge

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Contractual Agreement between Winkler County and Central Plains Center for substance abuse treatment services and aftercare services for juvenile offenders for the period of September 01, 2013 through August 31, 2014; which motion became an order of the Court upon the following vote:

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

**CONTRACTUAL AGREEMENT BETWEEN  
WINKLER COUNTY JUVENILE PROBATION DEPARTMENT  
AND  
CENTRAL PLAINS CENTER**

**PURPOSES**

This agreement provides the basis under which Winkler County Juvenile Probation Department (hereinafter called AGENCY) and Reed Adolescent Center, a program of Central Plains Center, (hereinafter called PROVIDER), may carry out their interrelated activities. The ultimate purpose of this agreement is to provide collaborative services to identified persons in need of the substance abuse treatment services and aftercare services provided by Central Plains Center and Reed Adolescent Center, in order that the client may become a more useful and productive member of society.

**SERVICES TO BE PERFORMED**

PROVIDER agrees to furnish the following purchased services to those referred to their agency by the AGENCY:

1. PROVIDER will provide assessments, diagnosis and testing as required for the treatment of substance abuse.
2. Primary care services consisting of a 14 to 90 day residential placement, including a 24-hour supervised living environment with room and all board provided. Longer stays will be approved on an individual basis by the program supervisor and the agency representative. Justification will be documented in client record.
3. Clinical treatment services consisting of recovery dynamics, substance abuse education, Alcoholics Anonymous orientation, recreation therapy, family counseling, individual counseling, group counseling, education on relapse prevention and family dynamics. (Totaling a minimum of 20 hours per week.)
4. Documentation of services provided in the form of a discharge summary that will be delivered to AGENCY within ten (10) days of client discharge.
5. Program costs for in-house treatment is \$125.00 per day. AGENCY agrees to pay program costs for clients admitted under this contract.
6. This contract for services will be binding on PROVIDER and AGENCY, upon approval of both parties.
7. PROVIDER agrees to establish work place procedures concerning persons with AIDS and HIV infection and will develop and implement guidelines regarding confidentiality of AIDS and HIV related medical information for employee of said service provider and for clients,

patients, and residents serviced by PROVIDER in accordance with the provision found in Acts 1989, 71st. Leg., Ch. 1195, Section 5.03 and Section 5.04.

8. AGENCY does not bear any liabilities incurred by PROVIDER established in the provisions of services.
9. A statement will be sent regarding services rendered for each client served.

#### **REFERRAL PROCESS**

AGENCY's representative referring a client to PROVIDER will contact the Admissions Department at (806) 291-4422. PROVIDER will provide phone screening and will approve or deny admission. AGENCY's representative will be responsible for mailing or faxing proof of income on the client to determine the client's eligibility for financial assistance. If a client has insurance, the client will submit this information to PROVIDER for pre-certification. If a client has insurance that will pay for chemical dependency treatment, said insurance company will be billed in lieu of this contract. AGENCY's representative shall be responsible for seeing that the client is advised of the date and time of admission, if approved. PROVIDER will be responsible to see that AGENCY's representative is notified if the client fails to keep his/her scheduled admission.

Client will be asked only to provide evidence of a recent (within 96 hours) physical exam with TB tests results upon admittance.

#### **PROGRESS AND/OR EVALUATION REPORTS**

A written progress and/or evaluation report will be submitted to AGENCY bi-weekly on each client AGENCY has in a treatment or diagnostic evaluation program. This report will include the following:

- A. Assessment of the progress, if any, the counselor feels the client is making.
- B. Assessment of whether or not the client appears to be motivated to change.
- C. Any basic underlying problems, which could cause extreme behavior changes and might affect the client's relationship with AGENCY.
- D. Any drastic changes in attitude, home and family relationships, employment, school, or other important relationships the client may be involved in.

#### **TERMINATION OF CLIENTS**

AGENCY reserves the right to terminate financial responsibility for a client. This will be done by written notice and will be effective immediately upon receipt of the written notification.

#### **TERMS OF AGREEMENT**

This contract is effective for all purposes September 1, 2013 and shall terminate August 31, 2014. It can be terminated on thirty days written notice by parties hereto, but obligations between parties relating to patient information shall survive indefinitely beyond any termination of this contract.

Recession, amendment, re-negotiation of this agreement is possible if the cooperating parties mutually consent to such.

All programs and services provided by the service agency under this contract shall be provided in accordance with the Rules of the Commissioner of the Health and Human Services, Title VI of the Civil Rights of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, Age Discrimination Act and all federal rules and regulations, state laws and executive orders as applicable, and Department of State Health Services, Substance Abuse Division Regulations.

#### HIV/AIDS POLICY

Both parties agree to abide by S.B. 959 Mandated by the 71st Texas Legislature as it pertains to:

- A. Confidentiality of medical information,
- B. Provision of educational requirements for service contractors and subcontractors, and
- C. Proper location and use of infection control supplies and equipment.

#### **Requirements of Texas Juvenile Probation Commission (TJPC)**

- A. Central Plains Center (Reed Adolescent Center) agrees that it will permit the county to examine and evaluate its program of services provided under the terms of the Contract and to review County client records. This examination and evaluation for the program will include unscheduled site visitations, observation of programs in operation, interviews and the administration of questionnaires to the staff of Reed Adolescent Center and the client.
- B. Central Plains Center (Reed Adolescent Center) will provide to the County such descriptive information on contract clients as requested on forms provided by the County.
- C. Central Plains Center (Reed Adolescent Center) agrees to maintain and make available for inspections, audits or reproduction by an authorized representative of the County and the State of Texas of books, documents and other evidence pertaining to the cost and expenses of the Contract, hereinafter called the Records.
- D. Central Plains Center (Reed Adolescent Center) agrees to ensure separate accountability for the receipt and expenditure of any and all State funds received from the Department. Central Plains Center understands that it may be paid in whole or in part with State funds for the services provided under this contract.
- E. Central Plains Center (Reed Adolescent Center) agrees to maintain these Records for three (3) years after final payment or until the state-approved audit has been made and all questions there from are resolved.

Entered into agreement and signed the 8<sup>th</sup> day of July, 2013.

Bonnie Leck

Bonnie Leck, County Judge

7-8-13

Date

Ron Trusler

Ron Trusler, Executive Director  
Central Plains Center

6-21-13

Date

A motion was made by Commissioner Wolf and seconded by Commissioner Thompson to approve Agreement for Release of Driver Records to Governmental Entities between the Texas Department of Public Safety and Winkler County for drivers' license checks on County employees; which motion became an order of the Court upon the following vote:

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

**AGREEMENT FOR  
RELEASE OF DRIVER RECORDS  
TO GOVERNMENTAL ENTITIES**

This document constitutes an ("Agreement") made between the Texas Department of Public Safety ("TXDPS"), which is the state administrator for driver license and identification card records, and the Governmental Entity identified below ("the Governmental Entity"), which shall be referred to herein as "the Parties."

Governmental Entity Name: Winkler County, Texas

Address: P.O. Drawer 0, Kermit, TX 79745

**WHEREAS**, Texas law authorizes TXDPS to provide Driver Records individually and in bulk for specified permissible purposes;

**WHEREAS**, Texas law authorizes TXDPS to establish an Interactive System to provide the release of Driver Records;

**WHEREAS**, state and federal law, including the federal Driver's Privacy Protection Act of 1994 (18 U.S.C. §2721 *et seq.*) and the Texas Motor Vehicle Records Disclosure Act (Chapter 730 of the Texas Transportation Code) extend privacy protections to Personal Information maintained in the files of state motor vehicle agencies such as TXDPS;

**WHEREAS**, the Governmental Entity desires to obtain Driver Records, including Personal Information, from TXDPS; and

**WHEREAS**, Texas law requires each prospective Governmental Entity to execute a written agreement or contract containing safeguards TXDPS considers necessary or reasonable to ensure that Driver Records obtained are used only for permissible purposes and that the rights of individuals and TXDPS are protected before the Governmental Entity receives any Driver Records.

**THEREFORE, IT IS AGREED**, that TXDPS shall deliver Driver Records in an electronic format to the Governmental Entity, subject to the following terms and conditions:

**1. Definitions:**

- a. Driver Records** means a record that pertains to a motor vehicle operator or driver license or permit, or identification document issued by TXDPS. It includes the following types of records: Type 1 (status record); Type 2 (a 3-year driving history record); Type 3 (a list of all crashes and violations in the record for commercial drivers only); and Type 4 (school bus driver records).
- b. Interactive System** means the process by which TXDPS supplies Driver Records in an electronic format, including real-time and batch web-based applications.

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- c. **Personal Information** means information that identifies an individual, including but not limited to an individual's date of birth, driver license number or identification card number, name, and address.

**2. Certification of Permissible Use(s):**

The Governmental Entity, by signing this Agreement, hereby certifies compliance with all provisions of the federal Driver's Privacy Protection Act of 1994, the Texas Motor Vehicle Records Disclosure Act, and with all other state and federal laws applicable to this Agreement. Release of Driver Records shall only be provided pursuant to the certified intended use of the Governmental Entity, which shall include only those uses for the Governmental Entity itself; it shall not include uses that are speculative or that will be engaged in by third persons acquiring the information from the Governmental Entity. The Governmental Entity certifies that its use of Driver Records obtained under this Agreement is for the following permissible purpose(s) only and for no others:

Initial all that apply.

- ☐ 1. For use in connection with any matter of: (a) motor vehicle or motor vehicle operator safety; (b) motor vehicle theft; (c) motor vehicle emissions; (d) motor vehicle product alterations, recalls, or advisories; (e) performance monitoring of motor vehicles or motor vehicle dealers by a motor vehicle manufacturer; (f) removal of nonowner records from the original owner records of a motor vehicle manufacturer to carry out the purposes of: the Automobile Information Disclosure Act, 15 U.S.C. Section 1231 *et seq.*; 49 U.S.C. Chapters 301, 305, 323, 325, 327, 329, and 331; the Anti Car Theft Act of 1992, 18 U.S.C. Sections 553, 981, 982, 2119, 2312, 2313, and 2322, 19 U.S.C. Sections 1646b and 1646c, and 42 U.S.C. Section 3750a *et seq.*, all as amended; the Clean Air Act, 42 U.S.C. Section 7401 *et seq.*, as amended; and any other statute or regulation enacted or adopted under or in relation to a law included in this subsection; (g) child support enforcement under Chapter 231, Family Code; or (h) enforcement by the Texas Workforce Commission under Title 4, Labor Code.
- ☒ 2. For use by a government agency, including any court or law enforcement agency, in carrying out its functions or a private person or entity acting on behalf of a government agency in carrying out the functions of the agency.
- ☐ 3. For use in connection with a matter of: (a) motor vehicle or motor vehicle operator safety; (b) motor vehicle theft; (c) motor vehicle product alterations, recalls, or advisories; (d) performance monitoring of motor vehicles, motor vehicle parts, or motor vehicle dealers; (e) motor vehicle market research activities, including survey research; or (f) removal of nonowner records from the original owner records of motor vehicle manufacturers.

- \_\_\_\_\_ 4. For use in the normal course of business by a legitimate business or an authorized agent of the business, but only to verify the accuracy of Personal Information submitted by the individual to the business or the authorized agent of the business; and, if the information is not correct, to obtain the correct information for the sole purpose of preventing fraud by pursuing a legal remedy against or recovering on a debt or security interest against the individual.
- \_\_\_\_\_ 5. For use in conjunction with a civil, criminal, administrative, or arbitral proceeding in any court or government agency or before any self-regulatory body, including service of process, investigation in anticipation of litigation, execution or enforcement of a judgment or order, or under an order of any court.
- \_\_\_\_\_ 6. For use in research or in producing statistical reports, but only if the Personal Information is not published, redisclosed, or used to contact any individual.
- \_\_\_\_\_ 7. For use by an insurer or insurance support organization, or by a self insured entity, or an authorized agency of the entity in connection with claims investigation activities, antifraud activities, rating, or underwriting.
- \_\_\_\_\_ 8. For use in providing notice to an owner of a towed or impounded vehicle.
- \_\_\_\_\_ 9. For use by a licensed private investigator agency or licensed security service for a purpose permitted as stated herein.
- \_\_\_\_\_ 10. For use by an employer or an authorized agent or insurer of the employer to obtain or verify information relating to a holder of a commercial driver's license that is required under 49 U.S.C. Chapter 313.
- \_\_\_\_\_ 11. For use in connection with the operation of a private toll transportation facility.
- \_\_\_\_\_ 12. For use by a consumer reporting agency, as defined by the Fair Credit Reporting Act (15 U.S.C. §1681 *et seq.*), for a purpose permitted under that Act.
- \_\_\_\_\_ 13. For use in the prevention, detection, or protection against personal identity theft or other acts of fraud. Prior to release of Personal Information, TXDPS may require additional information.
- \_\_\_\_\_ 14. For any other purpose specifically authorized by law that relates to the operation of a motor vehicle or to public safety. Please provide the statutory authority:

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The Governmental Entity shall restrict access to, use of, and disclosure of Driver Records, including Personal Information, to designated personnel solely for the purposes as identified herein. Access to and use of Driver Records by the Government Entity's personnel that are not

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authorized is strictly prohibited. Any access, use and disclosure not required for the purposes of this Agreement or for any unofficial purpose is strictly prohibited. Violation of the federal Driver's Privacy Protection Act or the Texas Motor Vehicle Records Disclosure Act may result in civil and criminal penalties.

**3. Resell or Redisclosure:**

The Governmental Entity shall not resell or redisclose Personal Information obtained under this Agreement to third parties in the identical or a substantially identical format. The Governmental Entity may resell or redisclose Personal Information only for a use authorized by Texas Transportation Code, Section 730.007, and in compliance with the sections herein entitled "Record Creation and Retention" and "Provide Copies of Records and Notification of Release." Personal Information under the Driver's Privacy Protection Act and the Texas Motor Vehicle Records Disclosure Act is not subject to the Texas Public Information Act.

**4. Record Creation and Retention:**

If the Governmental Entity legally resells or rediscloses Personal Information obtained from Driver Records under this Agreement, the Governmental Entity shall create a record identifying each person or entity that obtained Personal Information from the Governmental Entity and the legally permissible purpose for which Driver Records were obtained. The Governmental Entity shall ensure that any third party to which it releases any Driver Records shall comply with all federal and state laws on the release of the information and all terms, conditions, and obligations of this Agreement. The Governmental Entity shall retain such records for a period of not less than five (5) years following transfer of Driver Records to the third party of the following: the name of any person or entity to whom the release was made; the date the release was made; the permitted use for which Driver Records were released; the written agreement with the third party; and contact information for the person or entity Driver Records were released to.

**5. Provide Copies of Records and Notification of Release:**

If the Governmental Entity rediscloses any Driver Records obtained under this Agreement to a third party, the Governmental Entity shall provide access to or copies of those records required in the section herein entitled "Record Creation and Retention" to TXDPS immediately upon TXDPS' request. TXDPS retains the right to require the records in any applicable format, including electronic or paper. The Governmental Entity shall bear the expense of providing this information to TXDPS, including any postage or shipping charges.

**6. Unauthorized Disclosure:**

The Governmental Entity shall immediately, but no later than two (2) calendar days, notify TXDPS of any inadvertent or unauthorized release, disclosure, breach, or compromise of Driver Records obtained under this Agreement as soon as the Governmental Entity knows or should have known of such unauthorized or inadvertent release, disclosure, breach, or compromise of security. This obligation applies whether the action or omission was by the Governmental Entity, its employees or agents, or by any person or entity that acquired Driver Records from the Governmental Entity, either directly or indirectly. The Governmental Entity shall notify TXDPS of any breach of system security as required by Section 521.053(c) of the Texas Business and Commerce Code, and shall cooperate fully with TXDPS in any investigation thereof.

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**7. Fees:**

Pursuant to Texas Transportation Code Section 521.049, TXDPS shall not charge a fee for Driver Records disclosed to a law enforcement or other governmental agency for an official purpose, unless the Governmental Entity requests Driver Records sold in bulk for research purposes. A Governmental Entity obtaining Driver Records for research shall enter into a separate contract with TXDPS to purchase Driver Records for a fee.

**8. Acknowledgement and Disclaimer:**

The Governmental Entity acknowledges that TXDPS is furnishing Driver Records on an "as is" basis and TXDPS makes no representation or warranty as to the accuracy of any Driver Records furnished. TXDPS expressly disclaims responsibility for any failure to deliver Driver Records in a timely manner, or at all, in the event of staff shortages, failures of appropriations, breakdown of equipment, compliance with new or amended laws, acts of authority exercised by a public official, acts of God, or other circumstances which may delay or preclude furnishing Driver Records in a timely fashion. If Driver Records are not furnished, TXDPS has no further responsibility or liability to the Governmental Entity with respect to undelivered Driver Records and has no liability or responsibility whatsoever for delayed Driver Records.

**9. Consumer Protection:**

Driver Records furnished under this Agreement shall not be used by the Governmental Entity to engage in any method, act, or practice that is unfair or deceptive, nor shall Driver Records be used for marketing, solicitations, or surveys not authorized by law.

**10. Direct Access to Driver Records:**

No member of the public or any person outside the direct employ or control of the Governmental Entity shall be permitted direct access to Driver Records through the Governmental Entity under this Agreement for any reason other than the Governmental Entity's intended and legitimate use of Driver Records.

**11. Assignability:**

The Governmental Entity shall not assign, license, or transfer any of its rights, duties, and obligations under this Agreement without the prior written consent of TXDPS. An attempted assignment in violation of this section is null and void. Any approved assignment shall not relieve the assignor of any liability or obligation under this Agreement.

**12. Successors:**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors, heirs, administrators, personal representatives, legal representatives, and permitted assigns.

**13. Incorporation of Other Documents:**

This Agreement, including "Attachment A, Governmental Entity Information Form," constitutes the entire agreement between the Parties with regard to the matters made the subject of this Agreement. There are no verbal representations, inducements, agreements, understandings,

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representations, warranties, or restrictions between the Parties other than those specifically set forth herein.

**14. Interactive System for Driver Records:**

The Interactive System for Driver Records, by which TXDPS supplies Driver Records in an electronic format including real-time and batch web-based applications, is operated and controlled by a State of Texas Vendor. The State of Texas Vendor is the duly authorized service agent of TXDPS responsible for processing electronically submitted Driver Records requests and delivering Driver Records in a secure, electronic format utilizing the Interactive System. The State of Texas Vendor is obligated to specific performance level requirements. As such, the State of Texas Vendor has the authority to suspend any Governmental Entity account or access to the Interactive System when such access compromises the operation of the Interactive System. Suspension of such account or access shall continue until the compromising condition is resolved to the satisfaction of TXDPS.

**15. Term of Agreement:**

The term of this Agreement shall begin on the date it is signed by the last of the two Parties to this Agreement and shall continue in full force and effect for a term of three (3) years. Upon an amendment in writing to this Agreement executed by both Parties, this Agreement may be renewed for intervals of three (3) year at a time.

**16. Termination:**

- a. **For Convenience:** Either Party may terminate this Agreement for convenience at any time for any reason by giving the other Party thirty (30) calendar days written notice. If a Party elects to terminate this Agreement for convenience, all unfilled obligations shall remain in full force. In no event will termination for convenience by TXDPS give rise to any liability whatsoever on the part of TXDPS.
- b. **For Cause:** TXDPS may immediately terminate this Agreement for cause for any violation of the terms of this Agreement or for any violation of any state or federal law or regulation relating to the subject matter of this Agreement. TXDPS shall provide the Governmental Entity with written notice to terminate this Agreement, which termination shall become effective immediately upon Governmental Entity's receipt of the notice. If this Agreement is terminated for cause, TXDPS may refuse to provide Driver Records to the Governmental Entity in any format.
- c. **Mutual Termination:** This Agreement may further be terminated by mutual agreement and consent, in writing, by both Parties.

**17. Change of Status:**

This Agreement shall automatically terminate if the Governmental Entity ceases to exist, substantially changes the nature of its governing business, or if it ceases to qualify for Driver Records under the permissible use(s) certified in the section herein entitled "Certification of

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Permissible Use(s).” The Governmental Entity shall immediately notify TXDPS in writing of any change in status that may implicate this section.

**18. Amendments:**

TXDPS may amend the terms and conditions of this Agreement from time to time in order to accommodate changes in the records or information furnished under this Agreement and for other reasons deemed appropriate by TXDPS. No modification or amendment to this Agreement shall become valid unless in writing and signed by both Parties. All correspondence regarding modifications or amendments to this Agreement shall be forwarded to TXDPS for prior review and written approval. Only an authorized representative or an authorized designee shall be authorized to sign changes or amendments.

**19. Notice:**

Any notice required or permitted under this Agreement shall be directed to the Parties at the addresses shown below. The following contact person(s) is designated by the Governmental Entity to receive all notices regarding this Agreement:

Point of Contact: Jeanna Willhelm, Winkler County Auditor

Alternate Point of Contact: Geneva Baker, Winkler County Human Resources Director

Address: P.O. Drawer 0

City, State, Zip Code: Kermit, TX 79745

Telephone Number: (432) 586-3161 or (432) 586-2526

Cell Phone Number: (432) 208-1303

Fax: (432) 586-3223

Email: jeanna.willhelm@co.winkler.tx.us

All correspondence to TXDPS regarding this Agreement shall be mailed to the following address:

Texas Department of Public Safety  
License and Record Service/Online Services  
P.O. Box 4087  
Austin, Texas 78773-0360  
(512) 424-5967  
Fax: (512) 424-7456  
Email: e.Commerce@dps.texas.gov

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Notices to the Parties at the addresses shown above shall be deemed received: (i) when delivered in hand and a receipt granted; (ii) three (3) calendar days after it is deposited in the United States mail by certified mail, return receipt requested; or (iii) when received if sent by confirmed facsimile or confirmed email. Either of the Parties may change its address or designated individual(s) to receive notices by giving the other Party written notice as provided above, specifying the new address and/or individual and the date upon which it shall become effective.

**20. No Joint Enterprise:**

TXDPS is associated with the Governmental Entity only for the purposes and to the extent set forth herein. The Governmental Entity is an independent entity and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationship of an employer-employee or principal-agent, or to otherwise create any liability for whatsoever with respect to the indebtedness, liabilities, and obligations of the Governmental Entity or any other party.

**21. No Liability for Employees and Officers:**

Each Party to this Agreement shall have no liability whatsoever for the actions or omissions of an individual employed or contracted by another Party, regardless of where the individual's action or omissions occurred. Each Party is solely responsible for the actions or omissions of its employees and agents; however, such responsibility is only to the extent required by Texas law. Where injury or property damage results from the joint or concurring acts or omissions of the Parties, liability, if any, shall be shared by each party in accordance with the applicable laws of the State of Texas, and subject to all defenses, including governmental immunity. These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a Party hereto; nor shall any provision hereof be deemed a waiver of any defenses available by law.

**22. Compliance with Law:**

The Parties shall comply with all local, state, and federal laws and regulations applicable to the subject matter of this Agreement, including but not limited to, the federal Driver's Privacy Protection Act of 1994 and the Texas Motor Vehicle Records Disclosure Act.

**23. Interpretation Against the Drafter:**

Regardless of which Party drafted this Agreement or the language at issue, any ambiguities in this Agreement or the language at issue shall not be interpreted against the drafting Party.

**24. Non-Waiver:**

Any failure of TXDPS, at any time, to enforce or require the strict keeping of any provision of this Agreement shall not constitute a waiver of such provision, and shall not affect or impair same or the right of TXDPS at any time to avail itself of same.

**25. Headings:**

The headings, captions, and arrangements used in this Agreement are for convenience only and shall not be deemed to limit, amplify, modify, or to affect the meaning of the terms of this Agreement.

**26. Severability:**

If one or more provisions of this Agreement or the application of any provision to any Party or circumstance is held invalid, unenforceable, or illegal in any respect by a final order/judgment of the State Office of Administrative Hearings or a court of competent jurisdiction, the remainder of this Agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

**27. Audit and Inspection:**

The Governmental Entity is subject to audit and inspection, at any time during normal business hours and at a mutually agreed upon location, by the State Auditor, TXDPS, and any other department or agency responsible for determining that the Parties have complied with applicable law. The Governmental Entity shall provide all reasonable facilities and assistance for the safe and convenient performance of any audit or inspection. The Governmental Entity shall keep all records and documents regarding this Agreement for the term of this Agreement and for five (5) years after the termination of this Agreement.

**28. Governing Law and Jurisdiction:**

This Agreement shall be construed in accordance with the laws of the State of Texas. Except as otherwise provided by Chapter 2260 of the Texas Government Code, venue for any litigation shall be Travis County, Texas.

**29. Chapter 2260, Texas Government Code:**

The Governmental Entity shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code and the applicable TXDPS administrative rules to attempt to resolve all disputes or contract claims arising under this Agreement.

**30. Survival:**

Any provisions of this Agreement that impose continuing obligations on the Parties, including but not limited to the following, shall survive the expiration or termination of this Agreement for any reason: confidentiality and security obligations; notice regarding any unauthorized disclosure or breach; resell or redisclosure obligations; audit obligations; and any other provision that imposes a continuing obligation on the Governmental Entity.

**31. Signature Authority:**

The signatory for the Governmental Entity hereby represents and warrants that it has full and complete authority to execute this Agreement.

**32. Certifications:**

The Parties certify the following: (i) each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying

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Party; (ii) this Agreement is authorized by the governing body of the Parties; (iii) each Party has the authority to enter into this Contract by authority granted in Texas Transportation Code, Chapter 521 and 730; (iv) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies; (v) the proposed arrangement serves the interest of efficient and economical administration of government; and (vi) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Texas Constitution to be supplied under contract given to the lowest responsible bidder.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date written below.

**DEPARTMENT OF PUBLIC SAFETY:**

**GOVERNMENTAL ENTITY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

Bonnie Leck  
Winkler County Judge  
\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

July 8, 2013  
\_\_\_\_\_  
Date

**ATTACHMENT A  
GOVERNMENTAL ENTITY INFORMATION FORM**

Nature of the Governmental Entity's Activities:

County government with drivers for Road and Bridge, parks,  
Sheriff's Department, EMS, firefighters, etc.

List all URL addresses/Facebook/Twitter accounts used or possessed by the Governmental Entity:

www.co.winkler.tx.us

Intended use of Driver Records obtained from TXDPS (Describe how the exemption qualifies for obtaining Driver Records):

We are a Texas county insured through Texas Association of  
Counties. TAC is no longer running driving records for us,  
and it is our responsibility to determine who is eligible to  
drive County vehicles.

If the Governmental Entity intends to release Driver Records obtained from TXDPS, explain what safeguards and/or assurances are in place to meet the requirements of this Agreement:

N/A

If the Governmental Entity does not intend to release Driver Records to another entity, state so below:

These records will not be released.

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Following discussion regarding automobile liability point system for exclusion of drivers of County vehicles, a motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve the following Automobile Liability Point System for Exclusion of Drivers:

**TEXAS ASSOCIATION OF COUNTIES**  
**AUTOMOBILE LIABILITY POINT SYSTEM FOR EXCLUSION OF DRIVERS**

**Excluded driver would have 12 or more points**

**Warned driver would have 8-11 points**

The following is a schedule of the points as assessed for specified violations:

6 points (within the past 36 months)

- Leaving the scene of an accident
- Hit and run
- Negligent Homicide
- Driving under the influence of drugs or alcohol
- Unlawful use of driver's license
- Driving while license is suspended

4 points (within the past 36 months)

- At fault accidents
- Driving on the wrong side of the road
- Driving in wrong lane
- Turn from wrong lane
- Failure to control vehicle
- Illegal passing

3 points (within the past 36 months)

- Speeding and all other minor moving violations  
(to include all other scheduled violations)

**Automatic Exclusion for Vehicular Manslaughter or Vehicular Homicide**

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

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

A motion was made by Commissioner Wolf and seconded by Commissioner Neal to approve payment to Bruckner Truck Sales, Inc. in the amount of \$4,470.65 for repair of 2001 Mack dump truck from budgeted Wink Barn Maintenance funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve payment to Xerox Corporation in the amount of \$5,995.00 for the purchase of WorkCentre 5325/5330/5335 multifunction printer for Adult Probation Department from Probation Evaluation funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Thompson and seconded by Commissioner Wolf to approve payment to Midessa Telephone Systems, Inc. in the amount of \$3,496.05 for telephone installation at Adult Probation Office from Probation Evaluation funds; which motion became an order of the Court upon the following vote:



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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve payment to Aquatic Recreational Inc. in the amount of \$22,720.00 for additional work at Pavilion at County Park in Kermit from committed Park Improvement funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Stevens to approve payment in the amount of \$100.00 to State Farm Fire and Casualty Company for the following surety bonds:

1. Renee Suzanne Treadwell, Chief Deputy Auditor, Surety Bond from August 07, 2013 to August 07, 2014 – \$50.00; and
2. Brenda Barron, Deputy Auditor, Surety Bond from August 04, 2013 to August 04, 2014 - \$50.00

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

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

There were no hospital software project claims for the Court to consider at this time.

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

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

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

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

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

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

## MONTHLY REPORTS

For the Month of

June 2013

	Date	Amount
Steve Taliaferro, Co Attorney Fee <u>\$50<sup>00</sup></u> Hot Check <u>7-3-13</u>	<u>7-3-13</u>	<u>\$30.00</u>
Bonnie Leck, County Judge	<u>7-2-13</u>	<u>\$2.00</u>
Patti Franks, Tax Assessor		
Shethelia Reed, County Clerk	<u>7-1-13</u>	<u>\$17,752.00</u>
Glenda Mixon, JP Precinct #2	<u>7-3-13</u>	<u>\$550.00</u>
Sherry Terry, District Clerk	<u>7-5-13</u>	<u>\$1916.13</u>
DeLynn Trammell, JP Precinct #1	<u>7-1-13</u>	<u>\$8865.00</u>
George Keely, Sheriff	<u>7-3-13</u>	<u>\$3633.25</u>
Eric DeAnda, Probation		
Billy Stevens, Commissioner Precinct #1		
Robbie Wolf, Commissioner Precinct #2		
Randy Neal, Commissioner Precinct #3		
Billy Ray Thompson, Commissioner Precinct #4		
Jeanna Wilhelm, Auditor Investment		
Eulonda Everest, Treasurer		
Lee Wilson, Constable Pct # 2		
Richard Crow, Constable Pct #1		

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

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

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

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

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

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

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

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

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

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COUNTY CLERK