THE STATE OF TEXAS) COUNTY OF WINKLER)

On this the 9th day of November, 2015, 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:

Charles M. Wolf	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 Wolf called the meeting to order and asked for matters of business from the audience.

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

CONSENT AGENDA:

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

- (a) Park project claims
- Hospital software project claims (b)
- Rural Health Clinic construction claims (C)
- (d) Payroll
- (e) Bills over \$500.00
- Claims against County (f)
- Payment in the amount of \$2,000.00 to Permian Basin (g)Regional Planning Commission for Membership Dues for fiscal year 2015-2016 from budgeted funds
- Payment in the amount of \$400.00 to State Farm Fire (h) and Casualty Company for the following surety bonds for the following surety bonds from budgeted funds:
 - (a) Barbara Childress, Winkler County Community Supervision, for the period of January 17, 2016 to January 17, 2017;

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- (b) Dixie Randolph, Deputy District Clerk, for the period of December 14, 2015 through December 14, 2016;
- (c) Paula Holder, Assistant Treasurer, for the period of December 13, 2015 through December 13, 2016; and

Cindy Salinas, Hot Check Clerk, for the period of January 01, 2016 through January 01, 2017

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

Ayes: Commissioners Stevens, Wolf, Neal and Thompson

Noes: None

At this time the Court heard outside audit of tax roll report from William Patton, Robison Johnston & Patton, LLP.

Following recommendations of Winkler County Fire Marshall, Kermit Volunteer Fire Department and Wink Volunteer Fire Department, a motion was made by Commissioner Neal and seconded by Thompson to approve extension of burn ban in unincorporated areas of Winkler County for ninety (90) days or less if drought conditions change; which motion became an order of the Court upon the following vote:

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Ayes: Commissioners Stevens, Wolf, Neal and Thompson

STATE OF TEXAS §
COUNTY OF WINKLER §

ORDER PROHIBITING OUTDOOR BURNING

WHEREAS, the Commissioners Court finds that circumstances present in all of the unincorporated area of the county create a public safety hazard that would be exacerbated by outdoor burning;

IT IS HEREBY ORDERED by the Commissioners Court of Winkler County that all outdoor burning is prohibited in the unincorporated area of the county for ninety (90) days from the date of adoption of this Order, unless the restrictions are terminated earlier based on a determination made by: (1) the Texas Forest Service that drought conditions no longer exist; or (2) the Commissioners' Court based on a determination that the circumstances that required the Order no longer exist.

This Order is adopted pursuant to Local Government Code §352.081, and other applicable statutes. This Order does not prohibit outdoor burning activities related to public health and safety that are authorized by the Texas Commission on Environmental Quality for (1) firefighter training; (2) public utility, natural gas pipeline or mining operations; or (3) planting or harvesting of agricultural crops; or (4) burns that are conducted by a prescribed burn manager certified under Natural Resources Code §153.048 and meet the standards of Natural Resources Code §153.047.

In accordance with Local Government Code §352.081(h), a violation of this Order is a Class C misdemeanor, punishable by a fine not to exceed \$500.00.

CHARLES M. WOLK WINKLER COUNTY JUDGE

BILLY JUSTEVENS COMMISSIONER PRECINCT 1

Dand Lend

COMMISSIONER PRECINCT 3

THETHELIA REED ? WINKLER COUNTY CLERK ROBBIE WOLF

COMMISSIONER PRECINCT 2

BILLYRAY THOMPSON COMMISSIONER PRECINCT 4

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve request of the Knights of Columbus to sponsor a softball tournament at Vest Park ball field on Saturday, November 21, 2015 and Sunday, November 22, 2015, for the benefit of the children of Jennifer Tarin recently deceased; which motion became an order of the Court upon the following vote:

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Ayes: Commissioners Stevens, Wolf, Neal and Thompson

KNIGHTS OF COLUMBUS "CHILD JESUS" COUNCIL #10509 KERMIT, TEXAS

October 31, 2015

To Winkler County Officials;

The Knight's of Columbus Council 10509 of Kermit would like to sponsor Priscilla Sanchez allowing her to utilize our non-profit organization name, "Knights of Columbus" for a benefit softball tournament to be held on November 21-22, 2015. Proceeds will go to the children of their recently deceased cousin. Mrs. Sanchez has been advised she and her participants are to leave the county softball field in the same condition as it was found in.

Thank you,

Alonzo Urquidi, Grand Knight

& Unaid

432 438-8082

A motion was made by Commissioner Stevens and seconded by Commissioner Neal to table approve closing the Winkler County Golf Course on Saturday, April 23, 2016 for the Kermit Junior High School Golf Tournament; 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 Contract for Residential Services between Grayson County Department of Juvenile Services, Grayson County, Texas and Winkler County, Texas for the period of September 01, 2015 through August 31, 2016; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson

CONTRACT FOR RESIDENTIAL SERVICES GRAYSON COUNTY DEPARTMENT OF JUVENILE SERVICES

This Agreement is made by and entered into and between Grayson County, Texas, acting through the Grayson County Juvenile Board, by its duly authorized representative, and Winkler County Texas, acting through the Winkler County Juvenile Board by its duly authorized Chairman or its representative.

WITNESSETH

WHEREAS, Grayson County, Texas, and the Grayson County Juvenile Board operate the Cooke, Fannin and Grayson County Pre-and Post-Adjudication Facility (hereinafter referred to as Facility); and

WHEREAS. Winkler County in order to carry out and conduct its juvenile program in accordance with the Texas Family Code, Title 3, Juvenile Justice Code, has need of the use of the Facility located in Grayson County, Texas and operated under the authority of the Grayson County Juvenile Board to house and maintain children (hereinafter referred to as child or client or student) of juvenile age, for preor post-adjudication confinement; and,

WHEREAS, Grayson County desires to make the Facility available to Winkler County for such use and purpose, and Winkler County desires to contract for the use of said Facility; and

WHEREAS, the parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperation Agreement for such pre- or post adjudication services pursuant to Chapter 791 of the Government Code (Tex. Rev. Cv. Stat.).

NOW, THEREFORE, in consideration of the mutual agreements, promises and covenants herein contained, the parties agree as follows:

I. TERM

The term of this agreement shall be from the effective date of September 1, 2015 to August 31, 2016. It may thereafter be renewed annually at the discretion of Grayson County Juvenile Board.

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- Conformance to all applicable standards set forth by the Texas Juvenile Justice Department (TJJD) for the operation of secure post-adjudication facilities.
- 9. A staff-to-child ratio as governed by TJJD certification standards.
- Procedures ensuring the child is not released to any person or agency other than Winkler County.

IV. EXAMINATION OF PROGRAM AND RECORDS

The Facility agrees that Winkler County may examine and evaluate its program of services provided under the terms of this contract and review the Facility records relating to Winkler County clients. This examination, evaluation and review may include unscheduled site visitations, observation of programs in operation, interviews, and the administration of questionnaires to the staff of the Facility and the child.

The facility has been duly inspected and certified as being suitable for post-ication of juveniles by the Grayson County Juvenile Board and the Board has weld the programs, policies and procedures under which the facility is managed. acility is registered and monitored by the Texas Juvenile Justice Department.

The Facility agrees to maintain and make available for inspection, audit or production books, documents and other evidence pertaining to the cost and expenses this contract, hereinafter called the Records, by an authorized representative of inkier County and/or the State of Texas.

The Facility agrees to maintain these Records for seven (7) years after final parent or until the State-approved audit has been made and all questions therefrom are resolved.

V. CERTIFICATE OF ELIGIBILITY TO RECEIVE STATE FUNDS

Under Section 231,006, Family Code, Grayson County certifies that it is not ineligible to receive state grants or loans and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

The Facility shall adhere to all applicable state and federal laws and regulations pertinent to the Facility's provision of services.

The Facility shall account separately for the receipt and expenditure of any and Page 3 of 9

II. FACILITY GOALS

Facility has established the following as its goals in serving clients:

- The child shall attend academic classes five (5) hours per day while Sherman ISD is in session covering the core courses at the students assigned grade level;
- The child shall receive life skills training, which may include: MRT®, Fatherhood or anger management five (5) hours per week through departmental staff;
- The child shall receive weekly substance abuse education, group counseling or social skills training; as determined by a jointly agreed upon case plan;
- 4. The child shall complete community service restitution projects as assigned;
- The child shall be involved in physical training activities that are centered around stamina and strength; and,
- The child will receive case management services including case plan, treatment teams when required and aftercare planning.

III. FACILITY OBLIGATIONS

Facility shall provide the following to achieve the stated goals:

- Clients will receive a highly structured level of supervision as reflected by, at a minimum, documented 15 minute room checks and direct monitoring or supervision in all programming.
- A written Individualized Case Plan shall be developed by the appropriate facility staff in concert with the child, parent and/or court officer.
- 3. Routine medical and dental services as determined in this written Agreement.
- Structured and supervised physical training activities.
- Access to free, appropriate public education and related services through the Sherman Independent School district in Grayson County and within guidelines set by State and Federal law.
- Therapeutic intervention within the milieu designed to improve the child's functioning.
- Formalized behavior programs and therapeutic interventions implemented by professional and paraprofessional staff under the direct supervision of

VI. PRIVATE SERVICE PROVIDERS

In any contract with a private service provider to provide services to the clients under this contract Grayson County will require, in accordance with Texas Human Resource Code, Sec. 141.050(a), such contract to include, (1) clearly defined contract goals, outputs, and measurable outcomes that relate directly to program objectives; (2) clearly defined sanctions or penalties for failure to comply with or perform contract terms or conditions; and (3) clearly specified accounting, reporting, and auditing requirements applicable to money received under the contract.

Grayson County will also use data relating to the performance of private service providers in prior contracts as a factor in selecting any providers to receive contracts to provide service to Clients.

VII. COMPENSATION

Grayson County shall charge a daily contract rate to Winkler County which is determined by the Texas Juvenile Justice Department residential reimbursement program. The current FY2015 contract rate for all services is as follows:

TYPE OF SERVICE	FY2015 CONTRACT RATE
Standard Residential (Pre-Adjudication & Post) General	\$103.00
Specialized Residential	\$148.00
Psychiatric Medical Review	COST
Psychological Counseling	\$72.00 hr. individual \$28.00 hr. group
Psychological (Full Battery)	\$600.00
LPC Psychological Evaluation	\$275.00
Medical Services	COST
Dental Services	COST

In no event, however, shall the monthly FY 2015 contract rate cost to Winkler County exceed Grayson County's actual cost per day per child in operating the Facility.

Winkler County agrees to pay Grayson County the monthly FY 2015 contract cost from current revenues. The Grayson County Department of Juvenile Services il submit an invoice to Winkler County within ten (10) days after each billing period ikler County agrees to submit payment to:

Grayson County Department of Juvenile Services 86 Dyess Denison, Texas 75020

All payments are due within thirty (30) days after receipt of the invoice.

VIII. EMERGENCY MEDICAL, DENTAL OR PSYCHOLOGICAL TREATMENT OF CHILD

Winkler County and Grayson County agree that if emergency examination, hospitalization and/or treatment outside the Facility is required for a child placed in the facility by Winkler County the administrator or designee of the facility is authorized to secure such emergency examination, hospitalization and/or treatment at the expense of Winkler County

Winkler County agrees to promptly pay for any and all emergency examinations, hospitalization, psychiatric, and/or psychological treatment including medications directly to Grayson County for such care. Winkler County agrees subject to the Texas Tort Claims Act, to indemnify and hold harmless the Facility, Grayson County, its officials and employees, for any liability or for charges incurred for emergency medical examination, hospitalization and/or psychological treatment required for a child placed in the Facility.

The Facility administrator shall notify Winkler County of such an emergency within 24 (twenty-four) hours of its occurrence or as soon thereafter as practical, but in no event later than three (3) working days.

IX. PLACEMENT OF CHILDREN

Prior to transporting a child to the Facility for placement. Winkler County officials requiring and authorizing placement shall secure from the Facility a written letter of acceptance regarding said child. Placement of a child from Winkler County may be denied if (1) the child is found not to be suitable for placement in the facility or (2) space imitations do not permit such placement as may be determined in the sole judgment of the Facility Administrator.

Children from Winkler County who are adjudicated in accordance with the provision of the Texas Farnily Code, Title 3, Juvenile Justice Code, shall be admitted to the Facility only under authority of the Juvenile Court of Winkler County or its designated official. A certified copy of the Adjudication and Disposition Order must be delivered to the Facility prior to or contemporaneous with the child's admission.

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under state and/or federal law.

X. STATE AUDITOR'S REVIEW

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 Contractor and the requirement to cooperate is included in any subcontract it awards.

XI. DEFAULT

Either party to this agreement may, by written notice of default to the defaulting party's Juvenile Board Chairman through certified mail return receipt requested, terminate in whole this Agreement prior to the end of the term if the defaulting party fails to perform any provisions called for by this Agreement.

The defaulting county shall have the right to cure such default within ten (10) days of notice of such failure or as extended by written authorization of the non-defaulting county.

XII. TERMINATION

Notwithstanding any other provision in this contract, either Grayson County or Winkler County, may terminate the contract by notifying the other party in writing at the addresses specified herein for delivery of notices, by certified mail, return receipt requested or by personal delivery a said addresses of the terminating party's intention to terminate the contract thirty (30) calendar days after receipt of notice. At the end of the 30-day period, this contract shall terminate and become null and void and be of not further force or effect.

After receipt of notice of termination, Winkler County shall remove all children placed in the Facility on or before the termination date. No child shall be accepted by the Facility after receipt of said notice.

XIII. NOTICES

All notices, demands, or other writings may be delivered by either party hereto to the other by certified mail, return receipt requested or other reliable courier at the following addresses:

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No child admitted to the Facility under this agreement shall be detained in violation of any state or federal law. Grayson County hereby notifies Winkler County and its officials, agents and state or federal law-enders of the Federal Juvenie Justice and Delinquency Prevention Act of 1974, as amended 1977, 1980, 1984, in regard to the detention of status offenders as that phrase is commonly understool. No child will be admitted or detained in the Facility if the detention is based solely on that child being a status offender. Winkler County is solely responsible for the transportation of any child placed at the Facility unless prior arrangements are made with Grayson County.

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

The Grayson County Juvenile Board agrees that the Facility will accept any child qualified hereunder to be admitted, without regard to such child's religion, race, creed, color, sex, or national origin.

If a child is accepted by the Facility from Winkler County and such child thereafter is found to be, in the sole judgment of the Grayson County Facility administrator, mentally unfit, dangerous, or unmanageable and/or whose mental or physical condition could or might endanger other occupants, including but not limited to the staff or other residents of the Facility, the administrator shall, upon notification to the Winkler County Juvenile Court Judge or designated juvenile office, have said child immediately removed and transported from the Facility by a juvenile probation, detention officer or transport officer of Winkler County. If Winkler County fails to remove such child within 24 hours of said notification, Grayson County shall transport said child to Winkler County Juvenile Court Judge or designated juvenile official and Winkler County shall reimburse Grayson County for such at the rate of \$25.00 per hour of time spent in transport, including but not limited to the return trip and actual time spent in Winkler County pius mileage at the highest current rate allowed under Texas state law for reimbursement to state employees.

It is agreed by the parties hereto that children placed in the Facility under the proper order of a court exercising juvenile jurisdiction in. Winkler County shall remain detained therein except that the staff of either the Facility or the Winkler County Juvenile Department may have the child participate in community activities.

It is expressly understood and agreed by the parties that the Juvenile Court of Grayson County, Texas shall not exercise any direct authority over a child placed at the Facility pursuant to this agreement.

It is agreed by the parties hereto that nothing in this contract shall be construed to permit Winkler County, its agents, officials or employees in any way to manage, control, direct or instruct the Cooke, Fannin and Grayson County Juvenile Facility, its agents, officials or employees in any manner respecting any of their work, duties or functions pertaining to the maintenance and operation of the Facility.

Winkler County warrants that all children placed in the Facility have been legally committed

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To Grayson County:

Grayson County Department of Juvenile Services ATTN: Bill C. Bristow 86 Dyess Denison, Texas 75020

To Winkler County:

Chief Christi Gonzales Juvenile Probation Department PO Box 822 Kermit, TX 79745-0822

The addresses to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

XIV. OFFICIALS NOT TO BENEFIT

No official, member, or employee of Grayson County or Winkler County and no member of their governmental bodies, and no other public officials of the Grayson County Juvenile Board or the Winkler County Juvenile Board who exercise any function or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this contract which affects his personal interest and shall not I have any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.

No member of or Delegate to the Congress of the United States of America, no Resident Commissioner, or official of the State of Texas shall be allowed any share or part of this contract, or any benefit that may arise the

The Grayson County Juvenile Board agrees to insert this clause OFFICIALS NOT TO BENEFIT into all subcontracts entered into in the performance of the work assigned by this

The law of the State of Texas shall govern this agreement and venue of any dispute or matter arising under this agreement shall lie in Grayson County, Texas.

XVI. INTERPRETATION OF CONTRACT

This contract supersedes all previous agreements and contracts between the parties for these purposes. Said previous contracts shall terminate, become null and void, and be of no further force or effect on the effective date of this contract.

In the event that any provision of this contact shall be held illegal or unenforceable, such provision shall be severed and shall be null and void, but the balance of the agreement shall continue in full force and effect.

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This agreement this date executed is made by and between the parties hereto; it being declared the intention of the parties hereto that the above and foregoing contract is a contract providing for the (1) care of juveniles who have been adjudicated in accordance with the provisions of the Juvenile Justice Code, Title 3, and (2) payment for such care by Winkler County for such juveniles by the Judge of Winkler County exercising luvenile brighting the provisions of the Juvenile Justice of Winkler County exercising luvenile brighting the Judge of Winkler County exercision luvenile brighting the Winkler County exercision luvenile brighting the Judge of Winkler County exercision luvenile brighting the Judge

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

XVII PRISON RAPE ELIMINATION ACT

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

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A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Contract and Agreement for Secure, Residential Post-Adjudication Treatment Services for Adjudicated Juvenile Offenders – Space Available between G4S Youth Services, LLC and Winkler County Juvenile Probation Department for the period of November 01, 2015 through October 31, 2016; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson

CONTRACT AND AGREEMENT FOR SECURE, RESIDENTIAL, POST-ADJUDICATION TREATMENT SERVICES FOR ADJUDICATED JUVENILE OFFENDERS - SPACE AVAILABLE

This Agreement is entered into by and between Winkler County Juvenile Probation Department ("Contracting County") and G4S Youth Services, LLC, ("Service Provider") a Florida for-profit corporation, certified by the Brown County Juvenile Board under §51.125(a)(2), TEX FA. CODE, registered with the Texas Juvenile Justice Department, and in compliance with all applicable standards under 17th 83 7 Fexas Administrative Code, to provide child care

1.01 The purpose of this Residential Services Agreement is to provide Contracting County 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 lessed and operated by Service Provider, and is located at 800 FM 3254, Brownwood, Texas 76001. The business office of Service Provider is 800 FM 3254, Brownwood, Texas 76001. The business office of Service Provider is 800 FM

2.01 The term of this agreement is for 12 months, commencing

3.01 Service Provider will provide the following level of care a

- Service Provider will also provide/perform the following services:

 - Provide basic reposition of the Collowing services:

 Provide basic reposition of the Collowing standard supervision by qualified adults, food and snake, recreation, personal signed terms, hair cuts, transportation, school supplies, room, foren, ucilities, materianance, telling the collection of the Collowing standard standard

- Contracting County shall be responsible for all of the juvenile's medical expenses, including prescription medication. Contracting County may make arrangements directly with vendors for the provision of, and switners for the provision of, and switners for provision ended captures, cludingly without limitation, hospitation and dental, for Adjudication program juveniles, or can authorize in writing Service Provider to do so on behalf of Contracting County's economics.
- If an emergancy examination, EAS treatment, health care treatment, and/or hospitalization outside the Facility ("Outside Treatment") are required for a shifl placed in the Seality, the Administrator of the Facility is authorized to secure the Outside Treatment at the expense of the Outside County. The Administrator shall notify Contracting County of Outside Treatment within twenty-four (24) hours of its occurrence.
- If during the course of residential treatment, the Contracting County determines that a part of the youth's treatment program should include time away from the residential setting of the Service Providers, such as weekends and holdlars, prior to the completion of the youth's treatment and return home, so without that the youth return to the residential setting after a period away from the residential setting, the Contracting County shall request the Service Provider to retain space for the youth with its return. To this end, the Contracting County agrees to pay Service Provider the full amount due for such regularly scheduled days away from the residential setting or its orgam, provided they do not exceed tee (10) days per client and that prior approval has been obtained by the Contracting County, Furlogists will not be authorized for the first intenty (00) days of placement, or until the completion of the first individualized Program Plan Review, whichever comes first, except in only highly unusual situations.
- The Service Provider is under no obligation to retain space for the juvenile in an unauthorized departure situation, however, in no event shall the Centracting County pay for the days when the juvenile was absent without submortation, but no space in the program was retained for such absent client(s) by the Service Provider. The County must be informed in writing if and for how long the Service Provider intends to retain space for soon an absent client, and the County may decline in writing all or part of the period for which the Service Provider intends to retain the space.
- Senice Provider shall account separately for the receipt and expenditure of any and all state funds received from Contracting County under this contract. Service Provider shall account separately for state funds received and expended utiliting Generally Accepted Accounting Practices (GAAP). Upon request Service Provider will provide Contracting County with a copy of its most recent financial audit.
- 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.
- 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.
- Service Provider agrees to make claims for payment or direct any payment disputes to Contra County's Fiscal Officer. Service Provider will not contact other department employees regarding
- 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 hitigation. The parties thall foliose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.

- 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.
- behavior. Initiate and document meetings to review the Individualized Treatment/Case Plan with the child and the assigned Residential Services Probation Officer at responsible intervals, not to exceed ninety (90) days, to assess the third's progress toward meeting goals set forth, making modifications when necessary, and determining the need for continued placement outside of the Midd's natural necessary, and determining the need for continued placement outside of the Midd is natural necessary, and extermining the need for continued placement outside of the Midd is natural necessary, and the periodic reviews. Ministrant copies of the original Individualized Treatment/Case Plan and the periodic reviews. Provide the Contracting County Department with a written report of the child's progress at reasonable intervals, not to exceed ninety (90) days, or on a more frequent basis, as follows:

- reasonable intervals, not to exceed ninety (90) days, or on a more frequent basis, as follows: Document and ministri records pertaining to the number and type of investigations made by the Oppartment of Family and Protective Services, the Department of Jawelle Justice, any live enforcement agency, or any other investigative agency. Such records shall be immediately made available to the Contracting County pour request. Any and all medical/psychiatric treatment and medication required to meet the recess of the child, as well as other pre-approved expenses not provided for in the Service Provider's program, shall be the sole responsibility of the said child's parent(s), guardin(s), court ordered appointed conservator or Contracting County, however, in no case shall a child be defended any needed medical/psychiatric treatment due to the inability to pay. Provide and document of Campus visits or furloughs upon request; however, the costs associated with off-campus visits or furloughs will be paid by the parent, guardinan, or Contracting County.
- County. In accordance with §29.012(b)(1) of the Texas Public Education Code, as a condition of this in accordance with §29.012(b)(1) of the Texas Public Education Code, as a condition of this contract for residential services, Service Provides shall notify the school district in which the facility is located not later than the third day after the date a child is placed in the facility.

- For and in consideration of the above-mentioned services, Contracting County agrees to pay the Service Provider the sum of S140,00 or \$185.00 per day for each child, i.e., the daily rate, admitted under this Agreement. [NDIT: it is understood that the daily rate depends on the degree of specialized services mutually agreed to.] The daily rate shall be paid to the Service Provider for each day a child is in residential placement pursuant to builling and paying procedures agreed upon by Service Provider and Contracting County. Payment is due within 30 days of receipt of billing.
- Service Provider will submit an invoice for payment of services to the Contracting County 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 initiated to to be attributed to specific clients if appropriate, date service was rendered, total daily cost, and total monthly cost. Each invoiced received for payment will be reviewed by Contracting County in order to monitor service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Contracting County in a tamely manner.

2013.2 G4S Youth Services - Juvgnile Residential Facility Services

- Prior to transporting a child to the Facility for placement, the official authorizing the placement shall call the Facility to ensure that space is available. Placement of children by authorized officers of Contracting Country may be denied, if space limitations require, as determined by the Facility. Service Provider will make every reasonable effort to place the child expeditiously.
- A child will only be accepted in the Facility upon receipt by the Facility Administrator of a proper order from the Juvenile Court of Contracting County. Service Provider Is under no obligation to accept a client who is deemed inappropriate for placement in the program.
- 5.03 Each child placed in the Facility shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the Facility.
- If a child is accepted by the Facility from Contracting 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 corpusnts of the Facility, then the Administrator shall notify the representative of the Contracting County of this determination. The child shall be removed immediately from the Facility, it will be the responsibility of Contracting County to provide for the transportation for the removal of the child.

- 5.08 Contracting Country 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 Contracting Country without the express consent of an authorized agent of Contracting Country.

ARTICLE VI EXAMINATION OF PROGRAM & RECORDS

- Service Provider agrees that it will permit Contracting County to examine and evaluate its program of services provided under the terms of this agreement periodically. This examination and evaluation of the program may include site visitation, observation of programs in operation, interviews and the administration of questionnaires to the staff of Service Provider and the children, when deemed necessary.
- 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 Contracting County any and all books, documents or other evidence pertaining is the direct costs and expenses of this Agreement.

8 11-09-2015

- Service Provider will keep a record of all services provided to Contracting County under this Agreement, and upon reasonable notice will provide information, records, papers, reports, and other documents regarding services furnished as may be requested by Contracting County. Service Provider will maintain the records (as referenced above) for three (3) years after the termination of this Agreement.
- 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 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 finds received indirectly by subcontractors through the Contractor will ensure that this clause concerning the authority to audit finds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract.

ARTICLE VII CONFIDENTIALITY OF RECORDS

- 7.01 Service Provider shall maintain strict confidentiality of all information and records relating to children placed by Contracting County, 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 Jaw.
- 7.02 Service Provider and Contracting County agree to abide by Title 37, Part 11, Chapter 380, Subchapter G, Division 1, Rule §380,9909, relating to Access to Youth Information and Records.

8.01 As required by \$\$261.101 and 261.405 of the Trans 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 Contracting County) within twenty-four (24) hours from the time the largation is made, to all of the following:
A local law enforcement agency;
B. Texas Juvenile Justice Department by submitting a TJID incident Report Form to facsimile number 1-3144/4-073 (or if unable to complete the form within 24 hours, then by calling toil-free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and, C. Connacting County.

ARTICLE IX DISCLOSURE OF INFORMATION

- DISCLOSURE OF INCOMATION

 9.01 Service Provider warrants that, prior to entering this contrax, it has verified and disclosed the following information to Contracting County, 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 Contracting County.

 9. Any and all ingrative tailor required by any of Service Provider's licensing authorities;
 9. Any and all ingration their against the Service Provider, or against its employees, interns, volunteers, subcontracturs, agents and/or consultant of the Service Provider that the service Provider that the Service Provider that the direct contact with juveniles;
 9. C. Any arrest of any employee, interns, which the seguent and/or consultant of the Service Provider that has direct contact with juveniles;
 9. C. Any direct in microstigation where an employee, interns, volunteer, subcontractors, agent and/or consultant of the Service Provider that has direct contact with juveniles was the alleged or designated perpetuator;
 9. 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,

- C. Except to the extent that a party to this Agreement seeks emergency judical 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 estimated to mediation before the parties served to attributed nor fleshold. The parties shall choose a motually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation not apply acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation. The parties party is many leavest afficiency relief.

 E. All notices required under this Agreement shall be in writing. They shall be tent by far or by registered U.S. mall, return recept requested, to the party at the addresses lated below. A party must provide notice of a change of address during the term of this Agreement. Like Agreement, that is specified or the Agreement of the Agreement. If the parties into the provisions of the Agreement in ensuring shall not always to the parties and the considered to this Agreement in this Agreement.

 I. No express or implied waver by any party of any that party in any thort drawmance.

 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.

- 13.01 The term of this Contract shall be for a period of twelve months from the effective date, however, if other party feels in its judgment that the contract cannot be successfully continued, and desires to termidate this contract, then the party so desiring to terminate may do so by notifying the other party in extending the contract of the process of the proce

ARTICLE XIV WAIVER OF SUBROGATION

14.01 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 Contracting County. Service Provider also waives any rights it may have to indemnification from Contracting County.

15.01.1 It is further agreed that Service Provider will indemnify and hold harmless Contracting County against any and all negligence, liability, loss, costs, claims or expenses arising out of wrongful and negligent actis) of commission or omission by Service Provider, its agents, servants or employees arising from activities

2013.2 G45 Youth Services - Juvenille Residential Facility Services

ARTICLE XXI PRIOR AGREEMENTS SUPERSEDED

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

This Contract and Agreement is executed with the declared intention of the parties that this Contract and Agreement is a contract providing for the care of children who have altegedly committed an act of defining an act indicating a need for supervision, and payment for suctuare will be made by Contracting County for the children placed in the Facility by the judge of Contracting County having juvening instruction.

EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL. IN WITNESS WHEREOF, we hereunto affix our signature this day of 2015

Contracting County Winkler County, Texas	G4S Youth Services, LLC
Charles M. Wolf, Winkler County Judge	Regional Director

F. The identity of any of the Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with symmetries that have a criminal history, for the purpose of this 45 genus, the term 'Criminal history's hall induced Ly current felory or insideneanor probation or parties; (2) 1, 1 felony connection or deferred adjudcation within the past ten years; or (3) a juitable middleneanor connection to deferred adjudcation within the past five year.

ARTICLE X EQUAL OPPORTUNITY

EQUAL OPPORTMENT

Service Provider agrees to respect and protect the civil and regarding of 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 reliciting but not limited to employment, personation, demotion or transfer, recruitment or advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training, including appreciately. The Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided estimation for their provision of this non-discrimination.

(b) Will, in all solitications or advertisement for employees placed by or on behalf of the Service Provider, taste that all qualified applicants for positions in the Facility, will screeke 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, including the Prison Rape Climination Act of 2003, 42 U.S.C. 15601 et seq.

10.02 Service Provider agrees that it will not enpage in any religious indoctrination or require any of the children placed with the Service Provider under this Agreement to participate in any religious activity. Service provider further agrees that will not impose any sanctions or deny any benefits to any children placed with the Service Provider states agreement solely on actional of the child's religious beliefs or because the child does not be cause the child does not be caused the child does not entire the child does not be caused the child does not not engage in any activity with respect to the children placed with the Service Provider quader this Agreement that would constitute that would constitute that would constitute that would constitute the rights of the children to religious freedom under the first Amendment of the United States Constitution.

11.01 No officer, employee or agent of Contracting County and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflict with higher personal interest of have any personal or peruniary interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XII DEFAULT, SANCTIONS, PENALTIES FOR BREACH OF CONTRACT

12 01 Contracting County may, by written notice of defaults to sense, browledge, terminates the whole or any part of this Agreement, as it deems appropriate, in any one of following creminates:

All 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 creumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten [10] days.

under this contract. Service Provider shall have no obligation to indemnify and hold harmless Contracting 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 XVI SOVEREIGN IMMUNITY

16.01 This Agreement is expressly made subject to Contracting County's 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 not any way intended to constitute a wave or any immunities from suit or from isolity that the Contracting County has by operation of law. Nothing in this Agreement is intended to benefit any thing party beneficiary.

and.

C. Service Provisor will maintain in tree polices of general liability insurance against loss to any person or property occasioned by asts or emissions of Service Provider. Certified capies of original insurance polices all the furnished to Centrating County upon request. Turthermore, the Contracting County shall be notified immediately upon any changes in the status of insurance policies and shall promptly furnish updated certificates of insurance notices contracting County.

D. That all of its employees, interns, volunteers, suscentractors, agents and/or consultants will be accordance with the requirements of treas Entity County.

Exercise Department administrative rules regarding abuse, neglect and exploitation allegations.

ARTICLE XVIII TEXAS LAW TO APPLY

19.01 Exclusive venue for any litigation arising from this Agreement shall be in Winkler County, Texas

ARTICLE XX LEGAL CONSTRUCTION

20.01 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.

9

A motion was made by Commissioner Wolf and seconded by Commissioner Stevens to approve payment to GCR Tires, Odessa, Texas for four (4) tires at the cost of \$663.00 per tire, for the Bomag Rubber Tire Roller from Kermit Barn Tires and Tubes funds; which motion became an order of the Court upon the following vote:

Ayes:

Commissioners Stevens, Wolf, Neal and Thompson

Noes:

None

At this time the Court discussed Interlocal Agreement between Medical Center Hospital, Ector County, Texas and Winkler County Memorial Hospital for hospital administrator. No action taken at this time.

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

A motion was made by Commissioner Wolf and seconded by Commissioner Neal to receive the following Monthly Reports from County Officials of fees earned and collected for the month of October, 2015:

For the Month of	<u> </u>	
Tommy Duckworth, Co Attorney Fee \$\\\ \(\begin{align*} \delta & \d	Date Received (l-3-l5	Amount \$2 22,49
Charles Wolf, County Judge	11-5-15	\$6.00
Minerva Soltero, Tax Assessor		
Shethelia Reed, County Clerk	11.5.15	\$24,4/5.60
Glenda Mixon, JP Precinct #2	11-5-15	\$ 3/83.00
Sherry Terry, District Clerk		
Erma Coleman, JP Precinct #1	11-5-15	\$ 6891.17
George Keely, Sheriff	11-5-15	\$1911.51
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 Willhelm, Auditor Investment		
Eulonda Everest, Treasurer	-11-1	17
Lee Wilson, Constable Pct #2 TOY Sup 40C+ 2015	"15 15	
Richard Crow, Constable Pct #1 101 Sup 2015 10/14/15 \$ 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 Wolf and seconded by Commissioner Stevens to approve the following line item adjustment(s):

WINKLER COUNTY LINE ITEM ADJUSTMENTS NOVEMBER 9, 2015

SHERIFF	
---------	--

OVERTIME PAY 10-404-0140 \$ 10,000.00

CONTINGENCY 10-230-0830 10,000.00

CONTINGENCY TO SHERIFF OT APPROVED 10/12/15

GOLF COURSE

PUMPS & WELL WORKS 10-213-0811 \$ 1,200.00

UTILITIES 10-213-0500

1,200.00 UTILITIES TO PUMPS & WELL WORKS

KERMIT LIBRARY

EQUIPMENT 10-214-0800 \$ 100.00

MAINTENANCE 10-214-0900 100.00

MAINTENANCE TO EQUIPMENT

WINK LIBRARY

TELEPHONE 10-215-0400 \$ 400.00

UTILITIES 10-215-0500 400.00

UTILITIES TO TELEPHONE

WINK LIBRARY

EQUIPMENT 10-215-0800 \$ 5,000.00

CAPITAL EXPENDITURES 10-230-080 5,000.00

CAPITAL EXPENDITURES TO EQUIPMENT TO RECORD PURCHASES UNDER \$5000

KVFD

FIREMENS RETIREMENT 10-218-1170 \$ 1,000.00

EQUIPMENT 10-218-0800 1,000.00

EQUIPMENT TO FIREMENS RETIREMENT

HUMAN RESOURCES

SUPPLIES 10-238-0300 \$ 500.00

TRAVEL 10-238-0700 \$ 500.00

TRAVEL TO SUPPLIES

HUMAN RESOURCES POSTAGE 10-238-1000 \$ 20.00

TRAVEL 10-238-0700 20.00

TRAVEL TO POSTAGE

FIRE MARSHALL WORKERS COMP 10-239-0520 \$

TCDRS 10-239-0570 5.00

TCDRS AND UNEMPLOYMENT

11 11-09-2015

WINKLER COUNTY LINE ITEM ADJUSTMENTS NOVEMBER 9, 2015

VETERANS OFFICIER					
FICA TAX	10-232-0550	\$	30.00		
TCDRS	10-232-0570	Ś			
FICA TAX	10-229-0550	Y	30.00	\$	30.00
TCDRS	10-229-0570			\$	30.00
COUNTY FICA & TCDRS TO VETE		DRS		ڔ	30.00
JUVENILE PROBATION					
DETENTION SERVICES	10-243-0870	\$	10,000.00		
NON SECURE	10-243-0882			\$	10,000.00
NON SECURE TO DETENTION SE	RVICES			·	,
COUNTY JUDGE					
UNEMPLOYMENT	10 403 0530				
FICA	10-403-0530	\$	15.00		
FICA TO UNEMPLOYMENT	10-229-0550			\$	15.00
COUNTY JUDGE					
SALARY ADMIN ASSISTANT	10-403-0200	\$	6,077.00		
UNEMPLOYMENT	10-403-0530	Ś	12.00		
UNEMPLOYMENT	10-229-0530	·		\$	6,089.00
COUNTY TREASURE					,
COUNTY TREASURER					
SUPPLIES	10-408-0300	\$	100.00		
TRAVEL	10-408-0700			\$	100.00
TRAVEL TO SUPPLIES					
SHERIFF					
PRISONER MEDICAL	10-404-0260	Ś	10 000 00		
INDIGENT MEDICAL	10-404-0200	Ş	10,000.00	٠,	10.000.00
INDIGENT MEDICAL TO PRISONE				\$	10,000.00
SHERIFF					
TELEPHONE	10-404-0400	\$	2,500.00		
UTILITIES	10-203-0500			\$	2,500.00
UTILITIES TO TELEPHONE					
SHERIFF					
UNIFORM	10-404-0620	\$	500.00		
LAW ENFORCEMENT LIABILITY	10-404-1490	Ç	300.00	ċ	E00.00
LAW ENFORCEMENT LIABILITY TO				\$	500.00
	S SIMIL OIVIN				

WINKLER COUNTY LINE ITEM ADJUSTMENTS NOVEMBER 9, 2015

TAX ASSESSOR

VETERANS OFFICIER

CONT ED & TRAVEL 10-405-0700 \$ 3,761.00 TAX ROLL PREP 10-405-1080

TAX ROLL PREP 10-405-1080 \$ 3,761.00

TAX ROLL PREP TO CONT ED & TRAVEL

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

Ayes: Commissioners Stevens, Wolf, Neal and Thompson

Noes: None

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

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

Ayes: Commissioners Stevens, Wolf, Neal and Thompson

day of	, 20
OUNTY OLERK	
_	day of

13 11-09-2015