

STATE OF TEXAS)
:)
COUNTY OF WINKLER)

On this the 12th day of November, 2019, 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
Billy Ray Thompson	Commissioner, Precinct No. 4
Shethelia Reed	County Clerk and Ex-Officio Clerk of Commissioners' Court
ABSENT: Hope Williams	Commissioner, Precinct No. 3

constituting a quorum 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 lead the Pledge of Allegiance.

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

CONFIDENTIAL

A motion was made by Commissioner Wolfand seconded by Commissioner Stevensto approve the following consent agenda item(s):

- (a) Payroll
- (b) Bills over \$500.00
- (c) Claims against Court
- (d) Payment to State Farm Fire and Casualty Company for surety bond in the amount of \$100.00 for John Levitt, Winkler County Golf Course Manager for the period of January 04, 2020 to January 04, 2021 from budgeted funds
- (e) Professional Service Agreement Between Winkler Juvenile Probation and Amikids Rio Grande Valley for the period of November 01, 2019 through August 31, 2020

STATE OF TEXAS
COUNTY OF WINKLER

Agreement # 2020Y - 0006

PROFESSIONAL SERVICE AGREEMENT
BETWEEN
WINKLER JUVENILE PROBATION
AND
AMIKIDS RIO GRANDE VALLEY

This agreement is entered into by and between Winkler Juvenile Probation Department, PO BOX 822 Kerkuk TX 79745, (hereinafter "agency") and AMIkids Rio Grande Valley, 27615 Buena Vista Road, Los Fresnos, TX 78566, (hereinafter "Service Provider"), licensed to provide child care services by the Texas Department of Family and Protective Services, Texas Department of State Health Services, Texas Juvenile Justice Department, and/or any other appropriate State agency with licensure or regulatory authority over this facility.

ARTICLE I
PURPOSE

1.01 The purpose of this Residential Services Agreement is to provide Juvenile Probation with residential care for children alleged or adjudicated to have committed delinquent conduct or conduct indicating a need for supervision. The placement facility to be utilized is owned and operated by the Service Provider.

ARTICLE II
TERM

2.01 The term of this Agreement shall be for twelve (12) months, commencing on November 1, 2019, and expiring on August 31, 2020 and shall automatically renew for one (1) year periods.

ARTICLE III
SERVICES

3.01 Service Provider will provide the appropriate levels of service as defined below:

A. Basic Level

1. Adequate functioning in all developmental and/or environmental areas; there may be transient difficulties, "every-day" worries, and occasional misbehavior, but would be regarded as a normal child; responds to "normal" discipline. The caregiver provides a routine home environment with guidance and supervision to meet the needs of the child; or

4.01 Service Provider will perform the following services:

A. Provide basic residential services, including: standard supervision by qualified adults, food and snacks, recreation, allowances, personal hygiene items, haircuts, transportation, school supplies, room, (rent, utilities, maintenance, telephone) and miscellaneous as ordered by Winkler Juvenile Probation Department County.

B. Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents and worker contacts. Any and all costs associated with off-campus visits or furloughs will be paid by the parent or guardian.

C. Initiate and document meetings and attempted meetings among Service Provider, (agency) staff, and contracted children for the purpose of justifying continued placement. Justification will be done at a minimum of every ninety (90) days. A copy of the placement justification will be submitted to the Juvenile Probation Officer within ten (10) working days.

D. Ensure that the child's parent(s) or legal guardian(s), and Winkler Juvenile Probation Department, and specifically the Juvenile Probation Officer are notified if a child in placement makes an unauthorized departure, becomes seriously ill, or is involved in a serious accident. The Juvenile Probation Officer and parents will be informed immediately if during working hours. After normal working hours, the Juvenile Detention Center will be notified as well as the parents. In the event of serious illness or accident and for any required follow-up care, the Service Provider shall be responsible for having the child transported to the nearest hospital or emergency care facility.

E. Provide to the Juvenile Probation Officer a written Individualized Treatment/Case Plan developed in concert with the client and mutually agreed upon by the appropriate Service Provider staff and the Juvenile Probation Officer within thirty (30) days of placement. Said Individualized Treatment/Case Plan shall include measurement of progress toward goals in the following nine (9) domains: medical; safety and security; recreational; educational; mental/behavioral health; relationship; socialization; permanence; parent and child participation.

F. Initiate and document meetings to review the Individualized Service Plan with the child and the assigned Juvenile 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 Service 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, grandparent(s) and other extended family members will be involved in the program plan to assist in preventing or controlling the child's objectionable behavior.

2. No more than occasional problems in functioning in any area; some acting out behavior in response to life stresses, but those are brief and transient, minimally disturbing to others, and not considered deviant by those who know the child. The caregiver provides a routine home environment with supplemental guidance and discipline to meet the needs of the child.

B. Moderate Level

1. Frequent or repetitive minor problems in one or more areas; may engage in non-violent antisocial acts, but is capable of meaningful interpersonal relationships, requires supervision in structured supportive setting with counseling available from professional or paraprofessional staff; or

2. Substantial problems; child has physical, mental, or social needs and behaviors that may present a moderate risk of causing harm to self or others, poor or inappropriate social skills, frequent episodes of aggressive or other antisocial behavior with some preservation of meaningful social relationships, requires treatment program in a structured supportive setting with therapeutic counseling available by professional staff.

C. Specialized Level

15.01 Severe problems; unable to function in multiple areas; sometimes willing to cooperate when prompted or instructed; but may lack motivation or ability to participate in personal care or social activities or is severely impaired in reality testing or in communications; may exhibit persistent or unpredictable aggression, be markedly withdrawn and isolated due to either mood or thought disturbance, or make suicidal attempts; presents a moderate to severe risk of causing harm to self or others; requires 24-hour supervision by multiple staff in limited access setting.

D. Intense Level

1. Very severe impairment(s), disability or needs; consistently unable or unwilling to cooperate in own care; may be severely aggressive or exhibit self-destructive behavior or grossly impaired in reality testing, communication, cognition, affect, or personal hygiene; may present severe to critical risk of causing serious harm to self or others; needs constant supervision (24-hour care) with maximum staffing, in a highly structured setting.

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G. Maintain copies of the original Individualized Service Plan and the periodic reviews.

H. Provide the Juvenile Probation Officer with a written report of the child's progress on a monthly basis in a monthly progress report.

I. Document and maintain records of all goods and services provided to contracted children. These records shall contain, but are not limited to: hours of services provided, number of children served, average length of stay per client, total hours of counseling or treatment provided. These records shall be made available to (agency).

J. 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 program successfully achieving set educational goals, percentage of youth achieving set educational 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 (agency) for periodic inspection(s).

K. Any and all medical/psychiatric treatment required to meet the needs of the child, as well as clothing, or other expenses not provided for in Service Provider's program, shall be the sole responsibility of said child's parent(s), guardian(s) or court ordered appointed conservator, to be paid by either personal payment, 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. The Service Provider understands and agrees to receive prior approval by phone from the Winkler Juvenile Probation Department, for any expense (i.e. medical, clothing, incidentals, etc.). Failure to receive prior approval will result in the (agency) refusing to pay. (In case of a medical emergency, the (agency) will only be responsible for payment after all other financial sources (i.e. parent/guardian ability to pay, private insurance, federal, state, or local indigent health care programs have been exhausted).

L. In addition to the foregoing, a service provider that provides 24-hour care to IV-E eligible children under the jurisdiction of the (agency) will provide services identified in Attachment A – Contracted Components of Care, which is attached and herein incorporated and made a part of this Agreement.

ARTICLE IV
EVALUATION CRITERIA

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4.01 The performance of the Service Provider in achieving the goals of (agency) will be evaluated on the basis of the output and outcome measures contained in this section.

A. (Agency) shall evaluate Service Provider's performance under this Agreement according to the following specific performance goals for the 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. (Agency) shall additionally evaluate the 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. (Agency) 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 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 to (agency) as to each of the foregoing output and outcome measures. These reports will be reviewed by (agency) in order to monitor the Service Provider for programmatic compliance with this Agreement.

ARTICLE V COMPENSATION

5.01 For and in consideration of the above-mentioned services, (agency) agrees to pay Service Provider not more than the per diem rate based upon the Level of Care provided, in accordance with schedule of rates set by the Texas Health and Human Services Commission as currently effective or subsequently amended from:

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LOC Moderate	-	\$103.03
LOC Specialized	-	\$197.69
LOC Intensive	-	\$277.69

This fee does not exceed the actual cost of child care with the Service Provider, which does not exceed the amount allowed in the current CID Maximum Rate Schedule. In the event the per diem rate schedule changes, the amended rates shall be honored without amendment to the Agreement. For juveniles placed with the Service Provider under the Title IV-E program, the (agency) agrees to pay the Service Provider based on the Texas Department of Family and Protective Services levels of care as currently effective or subsequently amended.

5.02 The above fee will be paid only for those children specifically authorized to place by (agency). This fee shall include residential care and a minimum of one group or individual counseling session per month. In no event will the per diem rate exceed that specified for the Level of Care provided. It is understood that the Level of Care provided by the Service Provider will be reduced to a lower Level of Care as soon as such reduction is deemed practical by the Service Provider, based upon improvements in the child's attitude and behavior.

5.03 Service Provider has an affirmative duty to lower the Level of Care when it is practical to do so. (Agency) and/or its representative may at any time make such inspection of records and interview both the child and employees of Service Provider to determine if the child is at a Level of Care necessary to meet the child's treatment and service needs. If (agency) determines that the appropriate Level of Care should be or should have been lower, Service Provider shall lower such level. Service Provider shall remit to (agency) the difference from the amount paid and the amount that should have been paid, if the child had been placed at the appropriate level from the date the child's level should have been lowered, unless Service Provider can show why such a step down was not practical.

5.04 Service Provider will submit an invoice for payment of services to (agency) on a monthly basis. Said invoice shall be submitted within 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: date service was rendered, total daily rate, and total monthly cost. Each invoice received for payment will be reviewed by (agency) in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by (agency) within thirty (30) days of receipt of invoice.

5.05 Service Provider must use its best efforts to seek and obtain all benefits available from other sources for eligible children. It must initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for children who may be eligible for Medicaid. Any income received by Service Provider toward the support of a child from sources other than this Agreement,

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including but not limited to Medicaid, Social Security, medical insurance coverage, or contributions from parents or others must be documented as to each child for whom a billing is submitted and deducted from the invoice submitted to (agency). Documentation must include the sufficient identifying information of the parties receiving the services, the dates and times services were provided, and such other information deemed necessary for adequate fiscal control.

5.06 In order to avoid duplicate payments for children being transferred to another child care agency under contract with (agency), the receiving agency will bill (agency) on the day the child is transferred into the program; the releasing agency will not bill (agency) for the last day of care.

5.07 Services which are not directly addressed by this Agreement must be submitted for approval with associated billing for reimbursement from (agency).

5.08 Service Provider agrees to make claims for payment or direct any payment disputes to (agency). Service Provider will not contact other department employees regarding any claims of payment.

5.09 Service Provider agrees and understands that all financial obligations of (agency) provided for in this Agreement for which current revenue is not available will be contingent on the availability of appropriated funds to meet said obligations. Service provider has no obligation to provide services if funds are not available.

ARTICLE VI EXAMINATION OF PROGRAM AND RECORDS

6.01 Service Provider agrees that it will permit (agency) to examine and evaluate its program of services provided under the terms of this Agreement and/or to review its records periodically. This examination and evaluation of the program may include site visitation, observation of programs in operation, interview, and the administration of questionnaires to the staff of Service Provider and the children when deemed necessary.

6.02 Service Provider shall provide to (agency) such descriptive information on contracted children as requested on forms provided by (agency).

6.03 For purposes of evaluation, inspection, auditing, or reproduction, Service Provider agrees to maintain and make available to an authorized representative of the State of

Texas or (agency) any and all books, documents, or other evidence pertaining to the costs and expenses of this Agreement.

6.04 Service Provider shall retain and make available to (agency) all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a minimum of three (3) years, or until any pending litigation, claim, audit or review, and all questions arising therefrom have been resolved, and shall make available for (agency) inspection, all contractual agreements with Service Provider's subcontractors for services related to this Agreement.

6.05 Service Provider understands that acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct audit or investigation in connection with those funds. Service Provider further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Service provider will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement Service Provider enters into in which funds received under this Agreement form all or part of the consideration.

ARTICLE VII CONFIDENTIALITY OF RECORDS

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

ARTICLE VIII DUTY TO REPORT

8.01 *Allegations Occurring Inside the Juvenile System.* As required by Texas Family Code Chapter 261 and Title 37 Texas Administrative Code Chapter 358, or successor provisions, Service Provider, and any of its employees, interns, volunteers or contractors, shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving a juvenile in a juvenile justice facility or juvenile justice program in the following manner:

A. For all allegations and incidents except sexual abuse and serious physical abuse: within twenty-four (24) hours from the time the allegation is made, to the following:

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1. Local law enforcement agency (This is NOT required for serious incidents); and
2. Texas Juvenile Justice Department by submitting a TJJD Incident Report Form via fax to 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling the toll-free number 1-877-786-7263, followed by submitting the report within 23 hours of said call). In addition, for serious incidents, a treatment discharge form or other medical documentation that contains evidence or medical treatment pertinent to the reported incident shall be submitted to the Texas Juvenile Justice Department within 24 hours of receipt; and
3. With respect to juveniles placed by (agency), the TJJD Incident Form must also be sent to (agency) via email to Christi.Gonzales@co.winkler.tx.us or via fax at (432) 586 - 2319, Attention: Chief Christi Gonzales.

B. For allegations and incidents of sexual abuse or serious physical abuse:

1. Local law enforcement agency immediately, but **no later than one (1) hour** from the time a person gains knowledge of our suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone to the law enforcement;
2. Texas Juvenile Justice Department immediately, but **no later than four (4) hours** from the time a person gains knowledge of our suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone by calling toll-free 1-877-786-7263. Within 24 hours of the report by phone, the completed TJJD Incident Report Form shall be submitted via fax to 1-512-424-6717 or by email; and
1. With respect to juveniles placed by (agency), the TJJD Incident Report form must also be sent to (agency) within 24 hours via email or via fax at (432) 586 - 2319. Attention: Christi Gonzales.

8.02 *Allegations Occurring Outside the Juvenile System.* Any person who witnesses, learns of, receives an oral or written statement from an alleged victim or other person with knowledge or who has a reasonable belief as to the occurrence of alleged abuse, neglect, exploitation, death, or other serious incident involving a juvenile, but that is not alleged to involve an employee, intern, volunteer, contractor or service provider of a program or facility, shall be reported to law enforcement or to other appropriate governmental unit as required in Texas Family Code Chapter 261.

8.03 As used within this Agreement:

- A. An allegation or incident includes the witnessing, learning, or receiving an oral or written statement from an alleged victim or other person with reasonable belief or

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knowledge as to the occurrence or an alleged abuse, neglect, exploitation, death, or other serious incident involving a juvenile in a juvenile justice facility or juvenile justice program.

B. A serious incident is attempted escape, attempted suicide, escape, reportable injury, youth-on-youth physical assault, or youth sexual conduct.

C. Sexual abuse is conduct committed by any person against a juvenile that includes sexual abuse by contact or sexual abuse by non-contact.

D. Serious physical abuse is bodily harm or condition that resulted directly or indirectly from the conduct that formed the basis of an allegation of abuse, neglect, or exploitation, if the bodily harm or condition requires medical treatment by a physician, physician assistant, licensed nurse practitioner, emergency medical technician, paramedic, or dental.

E. A juvenile just facility is a facility, including its premises and affiliated sites, whether contiguous or detached, operated wholly or partly by or under the authority of the governing board, juvenile board, or by a private vendor under a contract with the governing board, juvenile board, or governmental unit that serves juveniles under juvenile court jurisdiction. The term includes: a public or private juvenile post-adjudication secure correctional facility required to be certified in accordance with the Texas Family Code; and a public or private non-secure juvenile post-adjudication residential treatment facility housing juveniles under juvenile court jurisdiction.

F. A juvenile justice program is a program or department operated wholly or partly by the governing board, juvenile board, or by a private vendor under contract with the governing board or juvenile board, that serves juveniles under juvenile court jurisdiction or juvenile board jurisdiction. The term includes a juvenile justice alternative education program and a non-residential program that serves juvenile offenders while under the jurisdiction of the juvenile court or juvenile board jurisdiction and a juvenile probation department.

ARTICLE VIII-A PRISON RAPE ELIMINATION ACT (PREA)

8-A-01 Service Provider shall adopt and comply with all federal, state, county and city laws, ordinances, regulations and standards applicable to the provisions of services described herein and the performance of all obligations undertaken pursuant to this Agreement, including the Prison Rape Elimination Act of 2003 (PREA) which establishes a zero-tolerance standard against sexual assault of incarcerated person, including juveniles, and

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addresses the detection, elimination, prevention and reporting of sexual assault in facilities housing adult and juvenile offenders.

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

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

ARTICLE IX CRIMINAL HISTORY SEARCHES

9.01 Criminal history searches shall be conducted by the Service Provider for any and all of its employees, interns, volunteers, or contractors providing services in a juvenile justice facility or juvenile justice program that may have direct unsupervised access to juveniles in the facility or program. Prior to being granted access to juveniles in facilities or programs, the Service Provider shall provide (agency) with documentation confirming that fingerprint-based searches of criminal information databases maintained by the Federal Bureau of Investigation and by the State of Texas have been completed within two (2) years prior to the date of the most recent contract for services. This provision shall apply to individuals who begin employment or service provision on or after January 1, 2010.

9.02 Service providers of juvenile justice facilities or juvenile justice programs licensed by the Texas Department of Family and Protective Services, Texas Department of State Health Services, or other state agency are exempt from the requirement to provide documentation of criminal history searches for staff employed in the program or facility. Service providers that are individually licensed by the Texas Department of Family and Protective Services, Texas Department of State Health Services, or other state agency are also exempt from the requirement to provide documentation of criminal history searches. Service Provider shall provide (agency) with documentation confirming that Service Provider's license is currently in good standing with the licensing entity and shall not provide services under this Agreement unless its license is in good standing.

9.03 Criminal history searches shall include the following:

- A. Texas criminal history fingerprint-based criminal history background search through the Texas Department of Public Safety.
- B. Local law enforcement sex offender registration records check through the Public Sex Offender Registry on the Texas Department of Public Safety website.

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C. Federal Bureau of Investigation fingerprint-based criminal history background search at the National Crime Information Center, internet-based searches shall not be used to conduct this background search.

9.04 A copy of the initial criminal history report required by this Agreement and any reports reflecting subsequent criminal activity shall be maintained for monitoring purposes for whichever of the following occurs later: duration of the individual's employment or period of service; minimum of three (3) years; or until any pending litigation, claim, audit or review, and all questions arising therefrom have been resolved.

9.05 As used within this Agreement, a disqualifying criminal history is a history that includes any one of the following:

- A. A felony conviction against the laws of this state, another state, or the United States within the past ten (10) years;
- B. A deferred adjudication for a felony against the laws of this state, another state, or the United States within the past ten (10) years;
- C. A current felony deferred adjudication, probation or parole;
- D. A jailable misdemeanor conviction against the laws of this state, another state, or the United States within the past five (5) years;
- E. A deferred adjudication for a jailable misdemeanor against the laws of this state, another state, or the United States within the past five (5) years;
- F. A current jailable misdemeanor deferred adjudication, probation or parole; or
- G. The requirement to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure.

9.06 In addition to the criteria and time frames set forth in the above definition of disqualifying criminal history, an individual must not have direct unsupervised access to juveniles in a facility or program until at least one year has elapsed since the completion of any period of incarceration, community supervision, or parole.

9.07 Any of Service Provider's employees, interns, volunteers or contractors with a disqualifying criminal history shall be prohibited from having direct unsupervised access to juveniles in a juvenile justice facility or a juvenile justice program.

9.08 (Agency) reserves the right, in its sole discretion, to prohibit any individual with a prior criminal history from being placed in a position that involves direct unsupervised contact with juveniles.

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**ARTICLE X
DISCLOSURE OF INFORMATION**

10.01 Service Provider warrants that, prior to entering into this Agreement, it has verified and disclosed the following information to the (agency), 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 (agency):

- A. Any and all corrective action required by any of the Service Provider's licensing authorities;
- B. Any and all litigation filed against Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct unsupervised contact with juveniles in a juvenile justice facility or juvenile justice program;
- C. Any arrest or current criminal indictment of any employee, intern, volunteer, subcontractor, agent and/or consultant of Service Provider that has direct unsupervised contact with juveniles in a juvenile justice facility or juvenile justice program;
- D. All pending and past allegations and/or investigations of abuse, neglect, exploitation, death or other serious incidents involving a juvenile placed by (agency) in the juvenile justice facility or juvenile justice program;
- E. 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 Service Provider that has direct unsupervised contact with juveniles in a juvenile justice facility or juvenile justice program was the alleged or designated perpetrator;
- F. The identity of any of Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct unsupervised contact with juveniles in a juvenile justice facility or juvenile justice program that required to register as a sex offender; and
- G. The identity of any of Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct unsupervised contact with juveniles in a juvenile justice facility or juvenile justice program that have a disqualifying criminal history.

10.02 Service Provider agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to (agency) any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of Service Provider, prior to placing that individual in a position

that involves direct unsupervised contact with juveniles in a juvenile justice facility or juvenile justice program.

**ARTICLE XI
EQUAL OPPORTUNITY**

11.01 Service Provider agrees to respect and protect the civil and legal rights of all children and their parent(s)/guardian(s). It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent/guardian on the basis of age, race, sex, religion, disability or national origin. Service Provider shall abide by all applicable federal, state and local laws and regulations.

**ARTICLE XII
ASSIGNMENT & SUBCONTRACT**

12.01 Service Provider may not assign or subcontract any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of (agency).

**ARTICLE XIII
OFFICIALS NOT TO BENEFIT**

13.01 No officer, employee or agent of (agency) 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 XIV
DEFAULT**

14.01 (Agency) 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 the following circumstances:

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- 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
- C. 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.

wrongful and negligent act(s) of commission or omission of Service Provider, its agents, servants, or employees arising from activities under this Agreement. Service Provider shall have no obligation to indemnify and hold harmless (agency) for any act(s) of commission or omission of (agency) agents, servants, or employees arising from or related to this Agreement for which a claim or other action is made.

**ARTICLE XVIII
SOVEREIGN IMMUNITY**

18.01 This Agreement is expressly made subject to (agency) 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 (agency) has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary.

**ARTICLE XIX
REPRESENTATIONS AND WARRANTIES**

19.01 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 it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Jasper or any political subdivision thereof;
- C. That it carries sufficient insurance to provide protection to (agency) under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Agreement, that, if requested, it will cause its insurance carrier to identify the (agency) as a certificate holder on its policy, and will add (agency) as additional insured on its policy;
- D. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants that have contact with juveniles in a juvenile justice facility or juvenile justice program will be properly trained to report allegations or incidents of abuse, neglect, exploitation, death or serious incidents involving a juvenile under the supervision of (agency) in accordance with the requirements of Texas Family Code

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15.01 This Agreement may be terminated:

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

15.02 If at any time during the term of this agreement (agency), in its sole discretion, determines that the safety of children being served under this Agreement may be in jeopardy, (agency) may immediately suspend the effect of this Agreement, including but not limited to the obligation to pay, upon giving notice to the Service Provider.

**ARTICLE XVI
WAIVER OF SUBROGATION**

16.01 Service Provider expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against (agency).

**ARTICLE XVII
INDEMNIFICATION**

17.01 It is further agreed that Service Provider will indemnify and hold harmless (agency) against any and all negligence, liability, loss, costs, claims, or expenses arising out of

Chapter 261 and any applicable Texas Juvenile Justice Department administrative rules regarding abuse, neglect, exploitation, death or serious incident; and

E. That, if it has employees, interns, volunteers, subcontractors, agents and/or consultants that have contact with juveniles in a juvenile justice facility or juvenile justice program, then it shall prominently post in all public and staff areas of any and all of its offices/facilities, both the English and Spanish language versions of the following official notice forms that are available on the Texas Juvenile Justice Department website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation*.

ARTICLE XX TEXAS LAW TO APPLY

20.01 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 (county) County, Texas.

ARTICLE XXI VENUE

21.01 Exclusive venue for any litigation arising from this Agreement shall be in (Cameron) County, Texas.

ARTICLE XXII ADDITIONAL TERMS AND AGREEMENTS

22.01 Service Provider will accept only those children confirmed by authorized officers of (agency) to be referred for placement in Service Provider's facility.

22.02 (Agency) recognizes that part of a client's rehabilitation program may include time away from the residential setting of Service Provider, such as weekends and holidays, and that Service Provider must retain space for the client until his/her return. To this end, (agency) agrees to pay Service Provider the full amount due for such regularly scheduled days away from the residential setting or its program, provided they do not exceed four (4) days per month per client and that prior approval has been obtained by (agency). Furloughs will not be authorized for the first ninety (90) days of placement, or until the completion of the first Individualized Service Plan Review, whichever comes first, except in only highly unusual situations. Unoccupied bed space constitutes days away from the facility. Individualized Service Plans may warrant additional days away from the residential setting if approved in writing by (agency); however, any additional days away from the residential setting will not be charged to (agency).

22.03 The child's parent(s) or guardian(s) shall bear the primary responsibility for payment of any medical or dental needs, by personal payment, health insurance, or Medicaid coverage, as well as clothing or other expenses not provided for in Service Provider's program.

22.04 (Agency) 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 (agency) without the express consent of an authorized agent of (agency).

22.05 Service Provider is under no obligation to accept a client who is deemed inappropriate for placement in that program.

22.06 (Agency) is under no obligation to place any child with Service Provider.

22.07 (Agency) shall provide a written psychological or psychiatric evaluation. If the battery of tests included in the evaluation is older than six (6) months prior to admission, a clinical interview performed within six (6) months prior to admission shall be submitted with an updated diagnosis and prognosis.

22.08 In accordance with §29.012(b)(1) of the Texas Public Education Code, as a condition of this Agreement for residential services, Service Provider 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.

22.09 Service Provider shall comply with all applicable federal and state laws and regulations, (agency) policies, and Texas Juvenile Justice Department standards pertinent to services provided under this Agreement.

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

ARTICLE XXIII LEGAL CONSTRUCTION

23.01 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.

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ARTICLE XXIV PRIOR AGREEMENTS SUPERSEDED

24.01 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 XXV AMENDMENTS

25.01 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.

ON _____, 20_____, FULLY EXECUTED IN
DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT
OF AN ORIGINAL.

Winkler County Juvenile Probation
Department AMIkids Rio Grande Valley

By: _____ By: _____
Winkler County Judge Charles Wolf Javier Ibarra
Executive Director

Christi Gonzales
Chief Juvenile Probation Officer

Date _____ Date _____

Mailing Address:
PO BOX 822
Kermit TX 79745

Mailing Address:
27615 Buena Vista Road
Los Fresnos, TX 78566

ATTACHMENT A CONTRACTED COMPONENTS OF CARE

THE FOLLOWING DOCUMENT INCLUDES REQUIREMENTS FOR THE RESIDENTIAL FACILITY OR CHILD PLACING AGENCY (SERVICE PROVIDER) THAT PROVIDES 24-HOUR CARE TO IV-E ELIGIBLE CHILDREN UNDER THE JURISDICTION OF THE WINKLER JUVENILE PROBATION DEPARTMENT.

DAILY LIVING SKILLS

The Contractor shall teach each child basic living and social skills such that they are able to appropriately care for themselves and function in the community.

ASSESSMENT, SERVICE PLANNING AND COORDINATION

- A. Diagnostic Assessment. The Contractor shall ensure completion of a diagnostic assessment on each child within 30 days of admission. The assessment must address the child's strengths and needs in the following areas: physical, psychological, behavioral, family, social and educational.
- B. Service Planning and Coordination.
 - i. The Contractor shall develop, coordinate and implement a service plan that addresses the services that will be provided to meet each child's specific needs.
 - ii. The Contractor shall develop a service plan in accordance with the requirements contained in *TJPC-FED-29-04* Section 500 (Casework and Support Services) and Section 501 (Service Plans).
 - iii. The Contractor shall ensure that the service plan incorporates and is consistent with:
 - a. Permanency goals identified in the juvenile probation department residential case plan;
 - b. Behavioral goals established by the juvenile probation department;
 - c. Components of the child's Individual Education Plan (IEP) and the Individual Transition Plan (ITP) that are both developed by the school's Admission, Review, and Dismissal (ARD) committee, if appropriate; and
 - d. Components of the CPS transition plan for youth ages 16-22 which includes Preparation for Adult Living (PAL), Education and Training Vouchers (ETV) and other related services and support for youth who are currently in foster care or transitioning out of care. Additional information is located at http://www.dfps.state.tx.us/Child_Protection/Transitional_Living/default.asp.
 - iv. The Contractor shall ensure that the service plan includes services to assist a child to transition to a new living arrangement or to new provider services, if applicable.

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ROUTINE 24-HOUR CHILDCARE**A. Food**

- i. The Contractor shall provide food in accordance with requirements of DFPS Child Care Licensing Minimum Standards.
- ii. The Contractor shall ensure that each child receives fresh fruits, vegetables and dairy products at least once a day.
- iii. The Contractor shall ensure that children have input into meal planning.

B. Clothing and Personal Items.

- i. The Contractor shall maintain an inventory of the child's clothing and personal items that are of substantial and/or sentimental value by:
 - a. Completing an inventory of clothing and personal items at admission, as additional clothing and personal items are purchased or provided, and at discharge for a planned discharge and within thirty (30) days after an unplanned discharge;
 - b. Ensuring that the child (when age and developmentally able) and the Contractor's staff sign and date the clothing and personal item inventory, except when the clothing and personal item inventory is completed after an unplanned discharge;
 - c. Sending the clothing and personal item inventory with the probation officer or other department designee at discharge for planned discharges; and
 - d. Providing the juvenile probation department with the clothing and personal item inventory within thirty (30) days after an unplanned discharge.
- ii. The Contractor shall provide each child with appropriate clothing that at a minimum is:
 - a. In sufficient quantity to ensure an adequate amount of the following: t-shirts, undershirts, underwear, bras, socks, shoes, pants, shirts, skirts, blouses, coats/jackets, sweaters, pajamas, shorts, and other clothing necessary for a child to participate in daily activities;
 - b. Gender and age-appropriate;
 - c. Proportionate to the child's size;
 - d. In good condition and is not worn-out with holes or tears (not intended by the manufacturer to be part of the item of clothing); and
 - e. Clean and washed on a regular basis.
- iii. The Contractor shall allow children to label their clothes with their name or initials.
- iv. The Contractor shall provide each child with appropriate items necessary to meet their hygiene and personal grooming needs by:
 - a. Making grooming products available so that each child is able to maintain good hygiene and grooming practices;
 - b. Ensuring that grooming products meet each child's ethnic hygiene and individual hair care needs;
 - c. Ensuring sufficient hot water is available for daily baths or showers; and

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- d. Providing training/education as necessary to ensure each child understands the concepts of personal hygiene and grooming and what they need to do on a daily basis to achieve and maintain good hygiene and grooming.

C. Room, Board, and Furnishings.

- i. The Contractor shall provide each child with a bed, sheets, towels, blankets, bedspreads, pillows, mattresses and other furnishings necessary to meet the child's needs. The Contractor shall ensure that the items be kept clean and in good repair.
- ii. The Contractor shall ensure that children have personal storage space for their clothing and possessions. The Contractor shall provide children, who are able to look after their needs, with individual storage space in their bedrooms for clothing and possessions.
- iii. The Contractor shall provide behavioral, gender and age appropriate living arrangements for each child, with the exception of sibling groups, where appropriate, in accordance with DFPS Child Care Licensing Minimum Standards.

DISCIPLINE AND CRISIS MANAGEMENT**A. Discipline.**

- i. The Contractor shall use appropriate authority and discipline practices as necessary to set limits for behavior and help each child develop the capacity for self-control; and
- ii. The Contractor shall develop and implement discipline and emergency behavior intervention policies that are consistent with DFPS Child Care Licensing Minimum Standards at http://www.dfps.state.texas.us/Child_Care/Child_Care_Standards_and_Regulations/default.asp, and the Texas Administrative Code, including, but not limited to, the following:
 - a. The Contractor shall not use, give permission to use, or threaten to use physical discipline with any child.
 - b. The Contractor shall not threaten the child with loss of visits with family or siblings as a punishment or deterrent to behavior.
 - c. The Contractor shall not threaten the child with loss of placement as a punishment or deterrent to behavior.

B. De-Escalation and Crisis Management.

- i. The Contractor shall ensure that all de-escalation techniques are exhausted before utilizing more restrictive and intrusive behavior management or emergency behavior intervention.
- ii. The Contractor shall utilize developmentally and age appropriate emergency behavior intervention techniques, as described in DFPS Child Care Licensing Minimum Standards to resolve emergencies.

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- iii. The Contractor shall manage the facility and milieu in a manner that minimizes disruption during a crisis.

EDUCATIONAL AND VOCATIONAL ACTIVITIES**A. Educational Activities.**

- i. The Contractor shall ensure that each school-aged child placed with the Contractor pursuant to this Contract attends an educational program accredited by the Texas Education Agency ("TEA"). The Contractor may request an exception to this requirement from the juvenile probation department. The Chief Juvenile Probation Officer, or his/her designee may approve the exception request, and such approval must be in writing.
- ii. Not later than the third (3rd) calendar day after the date a child is placed in a residential facility, the Contractor shall notify the school district in which the facility is located.
- iii. The Contractor shall maintain and update an education portfolio for each child in the Contractor's care. The contents of the education portfolio must include, if appropriate:
 - a. School enrollment documents – birth certificate, Social Security card, immunizations, and withdrawal notice from the last school;
 - b. Special Education documents – Admission, Review & Dismissal (ARD) team meeting notes, Individual Education Plan (IEP), Section 504 documents, full individual evaluation and/or other diagnostic assessments;
 - c. Report cards, progress reports, and/or IEP progress reports;
 - d. Transcripts;
 - e. Standardized test result – TAKS/SDAA/LDAA;
 - f. Referrals, notices or other correspondence;
 - g. Pictures;
 - h. Miscellaneous – anything school related not previously listed.
- iv. The Contractor shall make the education portfolio readily available to the juvenile probation department on any visit with the child or otherwise, if requested.
- v. The Contractor shall document that the report card and progress reports are discussed with each child.
- vi. The Contractor shall provide the child's education portfolio to the juvenile probation department at the time a child is discharged from the Contractor's care regardless of whether the discharge is a planned or an unplanned discharge. The Contractor must ensure the following:
 - a. The most current educational documents and records are in each child's education portfolio; and
 - b. The child's education portfolio includes the child's current school withdrawal paperwork.
- vii. The Contractor shall minimize disruptions to a child's education by scheduling therapy and other appointments outside school hours, whenever possible.

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- B. Vocational Activities. The Contractor shall provide vocational training, support services, activities and skills training (including job readiness), apprenticeships and vocational training opportunities such that each child:
 - i. Has access to appropriate vocational activities and community education programs;
 - ii. Receives the assistance needed to maximize the benefit of these activities; and
 - iii. Is provided transportation to vocational activities.

ROUTINE RECREATIONAL ACTIVITIES

- A. The Contractor shall provide recreational activities such as indoor, outdoor, school, community and religious or spiritual activities for children served under this Contract that are age-appropriate, varied, and are of interest to the child.
- B. The Contractor shall ensure that recreational activities are, at a minimum, supervised in accordance with DFPS Child Care Licensing Minimum Standards and service level requirements contained in the Levels of Care Descriptions (TIPC-FED-28-04).
- C. The Contractor shall intervene, as necessary, to reduce the risk and occurrence of any and all injuries.
- D. The Contractor shall ensure that children have input into the types of recreational activities in which they wish to participate.

TRAVEL

- A. The Contractor shall provide or arrange all travel necessary to ensure a child's access to all necessary medical, dental and vision care for each child, including behavioral healthcare services, recreational, school and school activities, family visits, court hearings, Preparation for Adult Living (PAL) activities, permanency conferences, transition plan meetings, family group conferences, circles of support conferences, and any other services necessary to fulfill the tasks on a child's service plan.
- B. A Contractor who is licensed as a CPA shall arrange and facilitate sibling visits when siblings are at different placements within the same CPA unless the sibling visits are:
 - i. Prohibited by court order;
 - ii. Contrary to the best interest of the children as reflected in any of the service plans of the siblings; or
 - iii. Discouraged by a mental health professional treating any of the siblings.

CULTURAL COMPETENCE

- The Contractor shall provide the contracted components of care with a high level of individual and organizational cultural competence as described below:

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- A. Individual Cultural Competence – The knowledge, skill or attribute one has relative to cultures other than his/her own, that is observable in the consistent patterns of an individual's behavior, interaction and work related activities over time, which contributes to the ability to effectively meet the needs of children and families receiving services.
- B. Organizational Cultural Competence – A set of values, behaviors, attitudes and practices within a system, organization, program or among individuals, which enables staff and volunteers to work effectively with children and families from other cultures. Furthermore, it refers to the staff's ability to honor and respect the beliefs, language, interpersonal styles and behaviors of individuals and families receiving services.

CONTRACTOR PARTICIPATION

- A. The Contractor shall participate in conferences required by the juvenile probation department which include but are not limited to, medical, school, case planning, permanency planning, transition planning, and legal staffing.
- B. The Contractor shall participate in Preparation for Adult Living (PAL) activities, consistent with the child service or transition plan.
- C. The Contractor shall participate in any other meetings required by the juvenile probation department or a court having jurisdiction over the child and necessary to ensure that the Contractor is complying with a child's service plan.

MAINTAINING CONNECTIONS

- A. The Contractor shall make a good faith effort to ensure that children are able to preserve desired and appropriate connections to his or her own cultural identity and community, including religious/spiritual, family, school, and appropriate organizations through on-site or off-site means.
- B. The Contractor shall document all good faith efforts to maintain the child's connections.

PROVIDING TESTIMONY

- A. The Contractor shall ensure that Contractor's employees and subcontractors appear and testify in judicial proceedings, depositions and administrative hearings relating to a child, at the request of the juvenile probation department.
- B. The Contractor shall, to the extent possible, notify, and/or assist the juvenile probation department in locating, past employees or subcontractors when past employees or subcontractors are needed to appear and testify in accordance with this subsection. The Contractor is responsible for the cost associated with the requirements of this subsection.

LEAST RESTRICTIVE SETTING

- The Contractor shall provide all services in a manner that safeguards the health, welfare and safety of the children in the least restrictive setting possible.

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c. road crossing on County Road 204 for a 24" oil, crude oil and association by-products thereof pipeline;

d. road crossing on County Road 402 for a 36" oil, crude oil and association by-products thereof pipeline; and

e. road crossing on County Road 407 for a 36" oil, crude oil and association by-products thereof pipeline

(h) Pipeline Construction and Indemnity Contract between Winkler County and Panther DevCo, LLC, road crossing on County Road 201 for a 6" crude steel pipeline, with the addition of adding an apron ten feet (10') before the road begins

(i) Payment in the amount of \$2,000.00 to the Permian Basin Regional Planning Commission for Membership Dues for FY 2019-2020 from budgeted funds

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

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

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

On this the 5th day of November, 2019, the Commissioners' Court, after canvassing the elections returns for the Special Election held on November 05, 2019, finds the results of said election to be correct, and are to be duly recorded in the Election Minutes of Winkler County, Texas. A motion was made by Commissioner Stevens and seconded by Commissioner Thompson that the results be approved and accepted as canvassed; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Stevens and seconded by Commissioner Wolf to approve payment to Garland Pumping & Roustabout Services, Inc., in the amount of \$2,910.00 for repair of water leak at Winkler County Golf Course from budgeted funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Wolf and seconded by Commissioner Stevensto approve payment to Dell Marketing L.P. in the amount of \$3,631.00 for three (3) computers at Wink Library from Exxon-Mobil grant; which motion became an order of the Court upon the following vote:

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

Following discussion regarding Texas County and District Retirement System, a motion was made by Commissioner Wolf and seconded by Commissioner Thompson to raise the County's match from \$2.25 to \$2.50, a decision regarding whether the higher match will be on past and future or just future will be decided at the next Court meeting; which motion became an order of the Court upon the following vote:

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

Following discussion regarding kitchen equipment for Kermit Community Center, a motion was made by Commissioner Wolf and seconded by Commissioner Thompson to approve purchase of kitchen equipment (vent-a-hood) from Commercial Food Service for Kermit Community Center in an amount not to exceed \$20,000.00 from committed funds; which motion became an order of the Court upon the following vote:

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



Contract

10/17/2019

Project:
Kermit Community Center
5 East Ave
Kermit, TX 79745

From:
Commercial Food Ser. & Equip.
Richard Rocha
1601 N. Grant St.
Odessa, TX 79761-2645
(432)334-6110

Job Reference Number: 2435

Item	Qty	Description	Sell	Sell Total
28	1 ea	EXHAUST HOOD	\$4,870.00	\$4,870.00
		Captive-Aire - 11ft 0" Long Exhaust-Only Wall Canopy Hood with Front Perforated Supply Plenum with Built-in 3" Back Standoff - 430 SS Wheel Exposed - Fire Cabinet on the Left Side 12.00" Width x 54.00" Length x 24.00" Height (Additional charges may apply for cabinet if not sold with fire system) - FILTER - 20" tall x 16" [19.625" by 15.625"] wide Stainless Steel Castate Solo filter with hook, ETL Listed. Particulate capture efficiency: 85% efficient at 5 microns, 76% efficient at 5 microns. Used on hoods shipped AFTER 7/27/17. - LSS Series E26 Canopy Light Fixture - High Temp Assembly. Includes Clear Thermal and Shock Resistant Globe (LSS Fixture), Bulbs By Others - EXHAUST RISER - Factory installed 16" Diameter X 4" Height - SUPPLY RISER - 12" x 28" Supply Riser with Volume Dampers - 1/2 Pint Grease Cup New Style, Flanged Slotted - FIELD WRAPPER 18.00" High Front, Left, Right - Electrical Package Installation in Utility Cabinet by Plant.		
		ITEM TOTAL:	\$4,870.00	
28a	1 ea	EXHAUST FAN	\$1,597.00	\$1,597.00
		Captive-Aire High Speed Direct Drive Centrifugal Upblast Exhaust Fan with speed control (speed control included for single phase only), disconnect switch and 15-3/4" wheel. Exhaust Fan handles 2200 CFM @ 1.150" w.c ESP, Fan runs at 1561 RPM. Exhaust Motor: 1.000 HP, 1 Phs, 115 V, 60Hz, 11.6 FLA, TEAO-ECM (Totally Enclosed Air Over Electronically Commutated Motor) - Grease Cup for kitchen-duty centrifugal exhaust fans, Box Dimensions 17-1/8 L X 5-1/16 W X 3-3/4 H (18 GA.) (Includes Down Spout)		
		ITEM TOTAL:	\$1,597.00	

Initial: _____
Page 1 of 4

Kermit Community Center

Commercial Food Ser. & Equip.		10/17/2019		
Item	Qty	Description	Sell	Sell Total
28b	1 ea	SUPPLY FAN	\$1,192.00	\$1,192.00
		Captive-Aire Untempered Supply Unit with 10" Blower in Size #1 Housing Supply Fan handles 2160 CFM @ 1.70" w.c ESP, Fan runs at 983 RPM. Supply Motor: 1.000 HP, 1 Phase, 115 V, 60Hz, 8.1 FLA, ODP (Open Drip Proof) Down Discharge - Air Flow Right -> Left - Sloped Filtered intake for Size #1 Standard Untempered Supply Unit. 22" Wide x 25.875" Long x 23.375" High. Includes 2" MV EZ Kleen Metal Mesh Filters. - MAU-1 Curb CRB21X20 On Fan #2 Flat Curb		
		ITEM TOTAL:	\$1,192.00	
28c	1 ea	ELECTRICAL CONTROLS	\$875.00	\$875.00
		Captive-Aire 120V 1 Phase w/ control for 1 Exhaust Fan, 1 Supply Fan, Exhaust on in Fire, Lights on in Fire, Fans On/Off Thermostatically Controlled. Room temperature sensor shipped loose for field installation. - Includes 1 Dual Thermostat kit - Digital Preheat Lighting Relay Kit. Includes hood lighting relay & terminal block. Allows for up to 1400W of lighting each. - Thermistor CABLE - 18/2 AWG GREEN WHITE, plenum rated. USED for thermistor duct stat. Per Foot Price.		
		ITEM TOTAL:	\$875.00	

Commercial Food Ser. & Equip.		10/17/2019		
Item	Qty	Description	Sell	Sell Total
28d	1 ea	EXHAUST DUCT	\$3,618.00	\$3,618.00
		Captive-Aire (P1) DW1645DWASY-2R-5 Double Wall Riser Cover - Used On 16" Inner Riser, 4" long - 2 Layers Reduced Clearance - 20" Stainless Steel Outer Riser Shell Assembly. Includes Insulation & Single V Clamps For Inner & Outer Connections. (P1) DW1645DWASY-2R-5 Double Wall Duct - 16" Inner 45 Duct - 2 Layers Reduced Clearance - 20" Stainless Steel Outer Shell.		

Initial: _____
Page 2 of 4

Kermit Community Center

Item	Qty	Description	Sell	Sell Total
28e	1 ea	FACTORY FREIGHT	\$1,325.00	\$1,325.00
		Captive-Aire Freight from factory to Odessa Tx.		
		ITEM TOTAL:	\$1,325.00	
29	1 ea	FIRE SUPPRESSION SYSTEM	\$3,920.00	\$3,920.00
		Captive-Aire ANSUL-3.0 Axial 3 gallon Fire System in Utility Cabinet MGVA3 GAS VALVE - 2" Mechanical Shutoff Valve (Ansul)(28-55610) - Includes Upstream Strainer assembly - Includes: Required hardware and nozzles for field hookup, all final connections, final test, and permit fees. Hookup includes two trip charges - one for field installation and pre-test and the second for final test with local fire inspector or AHI. Any additional trips will require change order and extra payment. - Excludes: Any required secondary State Fire Tests, Union Labor & Prevailing Wage, Gas valve installation, all electrical connections, and hand held fire extinguisher(s).		
		ITEM TOTAL:	\$3,920.00	
		Total	\$17,397.00	

Initial: _____
Page 3 of 4Initial: _____
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A motion was made by Commissioner Wolf and seconded by Commissioner Thompson to place District Judge's Order concerning salary, longevity pay and office expenses to be paid to the Winkler County Auditor and salaries and longevity pay to be paid to Assistant Auditors in Minutes of Commissioners' Court; which motion became an order of the Court upon the following vote:

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

IN THE DISTRICT COURT OF WINKLER COUNTY, TEXAS
109TH JUDICIAL DISTRICT OF TEXAS
IN THE MATTER OF THE COMPENSATION TO BE PAID THE
WINKLER COUNTY AUDITOR AND ASSISTANT AUDITORS

WHEREAS, LOCAL GOVERNMENT CODE, Title 5, Subtitle B, Chapter 152, Subchapter C (152.031; 152.034) amended by Acts of the 71st Legislature, 1989, and Title 3, Subtitle B, (84.021) Acts of the 70th Legislature, 1987, authorizes the setting of salary and expenses of the County Auditor and the salaries of Assistants to the County Auditor.

NOW, THEREFORE, IT IS HEREBY ORDERED that the salary of the County Auditor is fixed and determined by the Court at Ninety-Two Thousand Seven Hundred Fifteen and No/00 Dollars (\$92,715) per annum plus longevity pay as approved and allowed by the Commissioners Court. Said salary shall be paid to her in twelve equal monthly installments, or by any other distribution at the option of the county effective January 1, 2020.

FURTHER, this court sets continuing education and travel expenses for the County Auditor's office at \$3,000 per annum for dues and attendance to seminars, conferences, workshops, and area meetings and miscellaneous travel necessary to the performance of the official duties, the amount of expenses to be paid by reimbursement of actual expenses and direct payment through the Commissioners Court.

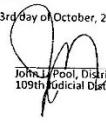
AND FURTHER, this Court allows \$2,000.00 for supplies and operating expenses, \$1,350.00 for telephone expenses, and \$500.00 for postage. Fringe benefits allowed for the County Auditor and Assistants will be the same as all county employees receive, as approved, allowed and paid by the Commissioners Court. Specifically, those benefits include premiums for health and dental coverage, contributions to Social Security and Medicare, and the retirement plan with the Texas County & District Retirement System. These benefits also include workers' compensation and other insurance that covers county employees. All of these items are considered as part of the County Auditor's budget.

IT IS FURTHER ORDERED by the Court that the Assistant County Auditors of Winkler County will be compensated as follows: the sum of One Thousand Three Hundred Three and 00/100 Dollars (\$1,303.00) per annum, payable in 26 equal installments, plus appropriate longevity as approved and paid by the Commissioners Court, shall be paid to Renee Treadwell, First Assistant; and the sum of Forty One Thousand Four Hundred Nine and 00/100 Dollars (\$41,409.00) per annum, payable in 26 equal installments, plus appropriate longevity as approved and allowed by the Commissioners Court, shall be paid to Brenda Barron, Assistant.

WINKLER COUNTY AUDITOR
COMPENSATION
Page 2

THIS ORDER shall be copied in the minutes of the District Court of Winkler County, Texas, and a certified copy thereof shall be delivered to the County Clerk of Winkler County, Texas, for copying in the records of the Commissioners Court of Winkler County, Texas, and called to the attention of the members thereof.

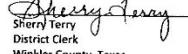
SIGNED at Kermit, Texas, on the 23rd day of October, 2019.


John L. Pool, District Judge
109th Judicial District of Texas

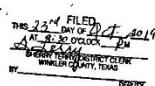
THE STATE OF TEXAS
COUNTY OF WINKLER

I, Sherry Terry, Clerk of the District Court in and for Winkler County, Texas, do hereby certify that the above and foregoing is a true and correct copy of the original Order of the Court setting the salaries of the Winkler County Auditor and Assistant Auditors, effective January 1, 2020 as the same appears on record in my office Volume at page Civil Minutes of said District Court.

GIVEN under my hand and seal of office this the 23rd day of October, 2019.


Sherry Terry
District Clerk
Winkler County, Texas

(seal)

THIS 23rd DAY OF OCTOBER 2019
AT 10:30 O'CLOCK A.M.
BY 
BRENDA BARRON, CLERK
WINKLER COUNTY, TEXAS
DEPUTY



A motion was made by Commissioner Wolf and seconded by Commissioner Thompson to approve payment to Petro Communications, Inc., for three (3) portable radios and programming for Winkler County Emergency Management, Winkler County EMS and Wink Volunteer Fire Department each in the amount of \$9,970.00 for a total of \$29,910.00 from Phillips 66 grant/committed funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Wolf and seconded by Commissioner Stevens to approve transfer of 2008 Ford F350 fire truck having VIN #1FDWF37Y08EA43754 from Wink Volunteer Fire Department to Precinct No. 2; which motion became an order of the Court upon the following vote:

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

Following discussion regarding replacement of carpet, a motion was made by Commissioner Thompson and seconded by Commissioner Stevens to approve replacement of carpet by Pinner Carpets, Inc., in the District Judge's Office, the Court Reporter's Office and the spare office on the 2nd floor of the Courthouse in the amount of \$2,522.10 from committed funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Stevens and seconded by Commissioner Thompson to approve the following holidays for the 2020 calendar year:

New Year's Day	Monday, January 01, 2020
Martin Luther King day	Monday, January 20, 2020
President's Day	Monday, February 17, 2020
Texas Independence Day	Monday, March 02, 2020
Good Friday`	Friday, April 10, 2020
Memorial Day	Monday, May 25, 2020
Independence Day	Friday, July 03, 2020
Labor Day	Monday, September 07, 2020
Veterans Day	Wednesday, November 11, 2020
Thanksgiving	Thursday & Friday, November 26 & 27, 2020
Christmas	Thursday & Friday, December 24 & 26, 2020

and the following for the Winkler County Sheriff's Department:

January 01, 2020	Six (6) paid time off days
and	
July 01, 2020	Seven (7) paid time off days

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

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

Following discussion regarding golf cart shed rental contract, a motion was made by Commissioner Stevens and seconded by Commissioner Thompson to rent with the following conditions: (1) must sign a one (1) year non-transferable contract, (2) cost will be \$480.00 per year (\$40.00 per month) and (3) must have a golf membership; which motion became an order of the Court upon the following vote:

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

There were no Winkler County Courthouse construction claim(s) for the Court to consider at this time.

A motion was made by Commissioner Stevens and seconded by Commissioner Thompson to approve Kermit Community Center construction claim(s); which motion became an order of the Court upon the following vote:

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

INVOICE #	DATE	DESCRIPTION	GL #	11/12/2019	94565	AMOUNT
31948	11/12/2019	WCC/CONSTRUCTION/CONCRETE CYLINDERS	10-230-0801		6,656.79	
31949	11/12/2019	KCC/CONSTRUCTION	10-230-0801		1,602.00	
Winkler County, TX						
Vendor: 2110 LUBBOCK LABS INC						
31948 11/12/2019 WCC/CONSTRUCTION/CONCRETE CYLINDERS						
31949 11/12/2019 KCC/CONSTRUCTION						
Payment Number: 94565						
Payment Date: 11/12/2019						
Payment Amount: 8,258.79						
Check Total: 8,258.79						
Account Distribution						
Payable Number: 31948 - WCC/CONSTRUCTION/CONCRETE CYLINDERS						
Payable Account Number: 10-230-0801						
Payable Number: 31949 - KCC/CONSTRUCTION						
Payable Account Number: 10-230-0801						
PO Number: 6,656.79						
Amount: 1,602.00						
Total: 8,258.79						

GOVERNMENT FORMS AND SUPPLIES 1-400-325-8004 85296

JW-EX-2019

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Winkler County, TX

NOV 2019
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11/7/2019 8:36:14 AM

Page 46 of 82

11/7/2019 8:36:14 AM

Page 46 of 82

Lubbock Labs Inc.
210 Pala Ave
Lubbock, TX 79401-1236

Testing for the Construction Industry

TAX ID#51-149011
Project: WCCC KERMIT
WINKLER COUNTY
JUDGE CHARLES WOLF
100 E WINKLER ST
KERMIT, TX 79745

Invoice

Invoice #: 31949
Invoice Date: 10/25/2019
Due Date: Due on receipt

Winkler County, TX, Winkler County Emergency Management, Winkler County EMS, and Winkler County Fire Department each in the amount of \$2,970.00 for a total of \$29,910.00 from Phillips 66 grant / committed funds. Did RW BKT

Report Date	Test QTY	Test Description	Unit Price	Amount
9/18/2019	6	In Place Nuclear Method (minimum of 3 per trip) ASTM D6938-17	25.00	150.00
10/18/2019	310	In Place Nuclear Method (minimum of 3 per trip) ASTM D6938-17	2.10	651.00
	6	In Place Nuclear Method (minimum of 3 per trip) ASTM D6938-17	25.00	150.00
	310	mileage	2.10	651.00
RECEIVED				
BKT 10/25/19				
AUDITOR'S OFFICE				
102300801				
Total \$1,602.00				

Agenda 11/12/19

BO 11. Consider for approval transfer of 2008 Ford F150 fire truck having VIN#1FDWF37Y08EA43754 from Wink Volunteer Fire Department to Precinct 2. RW BKT

BO 12. Consider, discuss, and approve replacement of carpet by Pinner Carpets, Inc., in the District Judge's office, the Court Reporter's office and the spare office on the 2nd floor of the courthouse in the amount of \$2,572.10 from committed funds. Did

13. Set County holidays for 2020. OK BS BKT

14. Consider, discuss, and take necessary action on golf cart shed rental contract at Winkler County Golf Course. \$480 yearly have to have membership

15. Approve Winkler County Courthouse construction claims. -O-

16. Approve Kermit Community Center construction. ✓ BS BKT

17. Approve Winkler County Airport construction. ✓ BS BKT

18. Approve Winkler County Golf Course construction claims. ✓ BS BKT

20. Consider, discuss, and approve the repair of water well at Winkler County Park in Kermit in an amount not to exceed \$25,000.00. w/ 50% \$14,991.44 \$19,900 placed in esc. ✓

21. Consider, discuss, and approve change order for Kermit Community Center in the amount of \$267.96. Putting tet door applied

22. Receive monthly reports from county officials. OF BS, BKT

23. Discuss and approve line item adjustments. BS, BKT

24. Discuss and approve budget amendments. BS, BKT

25. Adjourn.

Phone: 806-747-3393

Fax: 806-744-0968

VENDOR: 1815 A RENDON RAMIREZ CORPORATION	DATE:	DESCRIPTION:	11/12/2019	94571
INVOICE #			GL #	AMOUNT
PAD6032519-05	11/12/2019	WINK CC/CONSTRUCTION/18-02	10-230-0801	229,926.27
PAD6032519-06	11/12/2019	KCC/CONSTRUCTION/18-02	10-230-0801	412,815.27

Winkler County, TX
Claims Voucher
Vendor: 1815
A RENDON RAMIREZ CORPORATION
16111 W CR 22
MIDLAND, TX 79707

Payment Number: 94571
Payment Date: 11/12/2019
Payment Amount: 642,741.54

Invoice Information	Posting Date	Payable Number	Invoice Date	Payable Description	PO Number	Amount
11/11/2019	PAD6032519-05	11/11/2019	W/C CONSTRUCTION/18-02			229,926.27
11/12/2019	PAD6032519-06	11/12/2019	KCC/CONSTRUCTION/18-02			412,815.27

Total: 642,741.54

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10-230-Q.
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AS AND SUPPLIES 1-800-325-8984 682285

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CONTINUATION SHEET

PROJECT

APPLICATION

DATE

10/24/19

APPROVAL DATE

11-12-19

APPROVAL NUMBER

F0000000000000000

ARCHITECTURE

REVISION

3

2768 LEVEL 5 DESIGN GROUP
11/12/2019
102300-0001
102300-0001
11,318.44

Vendor: 2768 LEVEL 5 DESIGN GROUP
Date: 11/12/2019
Description: W CC/CONSTRUCTION 1802-17
GL #: 10-230-0001
Amount: 9,415.31
10-230-0001
11,318.44

Winkler County
Linda & Dodge Drive
100 South Main Street
Marshall, Texas 75670

Invoice Number: 102300-0001
Date: 11/12/2019
From: 18-03 KERNIT COMMUNITY CENTER
AND BANK

Description	Contract Amount	Contract %	Percent Complete	Prior Period	Total Period	Current Period
Planning and Services	73,800.00	100.00	73,800.00	73,800.00	0.00	
Design Development	73,800.00	100.00	73,800.00	73,800.00	0.00	
Construction Docs.	72,000.00	100.00	72,000.00	72,000.00	0.00	
Construction	23,000.00	100.00	23,000.00	23,000.00	0.00	
Construction Cost Increase - CA	95,711.40	67.12	54,167.50	64,312.36	16,165.00	
Additional Services	17,711.40	104.04	17,711.40	16,405.46	715.00	
Total	236,100.00	91.35	314,450.96	325,248.96	16,060.00	

Reimbursables
Units Rate
Miles 718.00 0.66
11,318.44

102300-0001
Winkler County
Invoice date: 11/12/2019
Page 1

Agenda
11/12/19
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radio and
Winkler County EMS, and Wink
Department each in the amount of \$9,970.00 for a total of \$29,910.00 from
Phillips 66 grant / committed funds. Did RW BRT

11. Consider for approval transfer of 2008 Ford F350 fire truck having
VIN#1FDWF37Y08EA43754 from Wink Volunteer Fire Department to Precinct 2.
RW BRT

12. Consider, discuss, and approve replacement of carpet by Pinner Carpets, Inc., in the District
Judge's office, the Court Reporter's office and the spare office on the 2nd floor of the courthouse
in the amount of \$2,522.10 from committed funds. Did

13. Set County holidays for 2020. OK BS BRT

14. Consider, discuss, and take necessary action on golf cart sheet rental contract at Winkler County
Golf Course. \$180 ~~golfing~~ have to have membership

15. Approve Winkler County Courthouse construction claims. -- O --

16. Approve Kermitt Community Center construction. ✓ BS BRT

17. Approve Winkler County Airport construction. ✓ BS BRT

18. Approve Winkler County Golf Course construction claims. -- O --

20. Consider, discuss, and approve the repair of water well at Winkler County Park in Kermitt in an
amount not to exceed \$25,000.00. ~~where~~ \$6,000 ~~black steel~~ ~~TC~~ ✓ BS BRT

21. Consider, discuss, and approve change order for Kermitt Community Center in the amount of
\$267.96. Putting ~~454~~ ~~dar~~ ~~appr~~ BS, BRT

22. Receive monthly reports from county officials. ~~of~~ BS, BRT

23. Discuss and approve line item adjustments. BS, BRT

24. Discuss and approve budget amendments. BS, BRT

25. Adjourn.

A motion was made by Commissioner Stevens and seconded by Commissioner Thompson to approve Wink Community Center construction claim(s); which motion became an order of the Court upon the following vote:

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

CONTINUATION SHEET
ATTACHMENT TO PAY APPLICATION

CONTINUATION SHEET
ATTACHMENT TO PAY APPLICATION

AI/ML PROJECT

APPLICATION NUMBER: PA05032579-06
APPLICATION DATE: 10/31/06

Item No.	A. Item No. & Description	B. Description of Work	C. Standard Value	D. Work Completed From Previous Time Period	E. Work Completed This Period	F. Materials Required for Work Completed This Period	G. Total Work Completed This Period	H. Work Completed This Period (C-E)	I. Work Completed This Period (C-G)	J. Work Completed This Period (C-H)	K. Work Completed This Period (C-I)	L. Work Completed This Period (C-J)
								From Previous Time Period	To Date	Not Started	Not Started	Not Started
23	Thermal and Moisture protection		57,115.65									
31	Roof and Deck insulation		\$16,839.26									
32	50 mil. roof deck insulation		\$4,459.40									
34	Painting											
35	Doors and Frames - Metal Frames		\$1,656.82									
36	Doors and Frames - Wood doors		\$14,333.71									
37	Lockers and Storage		\$31,945.47									
38	Hardware - Door Hardware		\$51,082.43									
39	Tables and Chair Assemblies		\$7,389.71									
40	Timber - Decking		\$8,095.71									
41	Tim - Thru-set Tiling		\$8,095.71									
42	Acoustic Ceilings		\$2,355.72									
43	Roofing - Roofing equipment		\$19,250.97									
44	Flooring - Laminate		\$1,217.80									
45	Flooring and Gating - Paneling		\$1,217.80									
46	Plumbing - Piping		\$16,956.18									
47	Plumbing - Specialty Services		\$76,976.82									
48	Interior Specialties - Toilets, Bath Accessories		\$34,655.86									
49	Plumbing - Specialty Services		\$2,975.64									
50	Interior Specialties - Fixtures		\$2,975.64									
51	Exterior Specialties - Fixtures		\$2,975.64									
52	Plumbing - Fixtures, Water Distribution		\$17,228.98									
53	Plumbing - Fixtures, Water Distribution		\$18,652.83									
54	Plumbing - Fire Protection Services		\$14,068.35									
55	Plumbing - Fire Protection Services		\$9,847.84									
56	Plumbing - Fire Protection Services		\$23,918.19									
57	Plumbing - Fire Protection Services		\$4,900.27									
58	Plumbing - Fire Protection Services		\$34,547.27									
59	Plumbing - Fire Protection Services		\$1,724.43									
60	Plumbing - Fire Protection Services		\$1,724.43									
61	Building Foundations and Water Cylinders		\$17,329.68									
62	Building Foundations and Water Cylinders		\$1,724.43									
63	Building Foundations and Water Cylinders		\$1,724.43									
64	Building Foundations and Water Cylinders		\$1,724.43									
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180	Building Foundations and Water Cylinders		\$1,724.43									
181	Building Foundations and Water Cylinders		\$1,724.43				</td					

WINNIPEG COUNTY COMMISSIONERS' COURT
REGULAR MEETING AGENDA
TUESDAY, NOVEMBER 12, 2019
PAGE TWO

3. Receive outside audit of tax roll report from Robison Johnston & Patten, LLP.
4. Canvass Special Election held November 5, 2019.
5. Consider for approval payment to Garland Pumping & Roustabout Services, Inc., in the amount of \$2,910.00 for repair of water leak at Winkler County Golf Course from budgeted funds. *OK BS*
6. Consider for approval payment to Dell Marketing, L.P. in the amount of \$3,631.09 for three (3) computers at Wink Library from Exxon-Mobil grant. *W/L BS*
7. Discuss and take necessary action on Texas County and District Retirement System. *INCLUDE TO 2020 decide on future cost RW BS*
8. Consider, discuss, and approve purchase of kitchen equipment from Commercial Food Service for Kermit Community Center in an amount not to exceed \$20,000.00 from committed funds. *KW BKT DICK*
9. Place District Judge's Order concerning salary, longevity pay, and office expenses to be paid to the Winkler County Auditor and salaries and longevity pay to be paid to Assistant Auditors in minutes of Commissioners' Court. *KW BKT DICK*
10. Consider for approval payment to Petro Communications, Inc., for three (3) portable radios and programming for Winkler County Emergency Management, Winkler County EMS, and Wink Volunteer Fire Department each in the amount of \$9,970.00 for a total of \$29,910.00 from Volunteer Fire Department 66 grant / committed funds. *DICK KW BKT*
11. Consider for approval transfer of 2008 Ford F350 fire truck having VIN#1FDWF137YV0843754 from Wink Volunteer Fire Department to Precinct 2. *PW BS*
12. Consider, discuss, and approve replacement of carpet by Pinner Carpets, Inc., in the District Judge's office, the Court Reporter's office and the spare office on the 2nd floor of the courthouse in the amount of \$2,522.10 from committed funds. *DICK*
13. Set County holidays for 2020. *OK BS BKT*
14. Consider, discuss, and take necessary action on golf can shed rental contract at Winkler County Golf Course. *\$480 yearly have to have membership*
15. Approve Winkler County Courthouse construction claims. *-0-*
16. Approve Kermit Community Center construction. *-0-*
17. Approve Wink Community Center construction. *✓ BS BKT*
18. Approve Winkler County Airport construction. *✓ BS BKT*
19. Approve Winkler County Golf Course construction claims. *-0-*
20. Consider, discuss, and approve the repair of water well at Winkler County Park in Kermit in an amount not to exceed \$25,000.00. *W/L BS* *west TX water well* *151,991 / \$19,900* *black shell* *exc.*
21. Consider, discuss, and approve change order for Kermit Community Center in the amount of \$267.96. *Put fence 4ft down* *appraisal*

INVOICE #		DATE	DESCRIPTION	GL #	11/12/2015	94561	AMOUNT
1802-17	11/12/2019	WCC/CONSTRUCTION 1802-17	10-230-0801			9,475.32	
1803-18	11/12/2019	KCC/CONSTRUCTION/18-03	10-230-0801			11,318.44	

LEVEL 5
2718

Level 5 Design Group
102 South Main Street
Marshall, Texas 75670

Initial Number: 1802-17
Date: 11/01/2019
Project Name: WMC COMMUNITY CENTER

Construction Cost	\$1 609 000.00
Construction Cost %	99.99 %
Contract Amount	\$162,810.00
Description	Contract Amount
Schematic Design	25,000.00
Design Development	25,000.00
Construction Docs	25,000.00
Construction Admin	9,998.75
Construction Cost Increases - CA	0.00
Additional Services	0.00
	Total
	162,810.00
	85.85
	132,418.13
	141,406.13
	8,988.00

Rebursables

Units	Rate	Amount
774.00	0.965	737.31
		737.31

WCC
102300801
Agenda 11/12/19
RECEIVED
CM 04/2020
AUDITORS OFFICE

11/12/2019 8:36:14 AM
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radio and
Winkler County EMS, and Wink
Philips 66 grant /committed funds. *OK BKT*

11. Consider for approval transfer of 2008 Ford F350 fire truck having
VIN#1FDWF373Y08EA43754 from Wink Volunteer Fire Department to Precinct 2.
OK BS

12. Consider, discuss, and approve replacement of carpet by Pinner Carpets, Inc., in the District
Judge's office, the Court Reporter's office and the space office on the 2nd floor of the courthouse
in the amount of \$2,522.10 from committed funds. *Did*

13. Set County holidays for 2020. *OK BS BKT*

14. Consider, discuss, and take necessary action on golf cart shed rental contract at Winkler County
Golf Course. *\$480 yearly have to have membership*

15. Approve Winkler County Courthouse construction claims. *-0-*

16. Approve Kermit Community Center construction. *✓*

17. Approve Winkler Community Center construction. *✓*

18. Approve Winkler County Airport construction. *✓ BKT*

19. Approve Winkler County Golf Course construction claims. *-0-*

20. Consider, discuss, and approve the repair of water well at Winkler County Park in Kermit in an
amount not to exceed \$25,000.00. *water well* *\$14,991.19/19,900
west THE WATER WELL back side* *PC*

21. Consider, discuss, and approve change order for Kermit Community Center in the amount of
\$267.96. *Putting 4FT over around*

22. Receive monthly reports from county officials. *OK BS, BKT*

23. Discuss and approve line item adjustments. *BS, BKT*

24. Discuss and approve budget amendments. *BS, BKT*

25. Adjourn. *BS, BKT*

A motion was made by Commissioner Stevens and seconded by Commissioner Thompson to approve Winkler County Airport construction claim(s); which motion became an order of the Court upon the following vote:

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

GOVERNMENT FORMS AND SUPPLIES 1-800-325-8894 482585

NOV 1 1988
Walter Clegg, Esq.

1. CERTIFICATE
NOV 12 2000
Vander County Hospital

11/7/2019 8:36:14 AM

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Page 60 of 61

WALKHILL SMITH & COOPER

PSC

PAWPAW

4222 85th Street
Lubbock, Texas 79443
806.473.2200

Honorable Charles Wolf
County Judge
Winkler County
County Courthouse
100 E Winkler St
Kermit, TX 79745

Project 01409819.00
Professional Services from September 3, 2019 to September 30, 2019

Task Final Design Services

85% final design completed and reviewed with the County on 9/19/19.

Fee

Total Fee	96,745.00
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Percent Complete	67.48	Total Earned	65,283.53
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Previous Fee Billing	47,211.56
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Total Fee

Task Subtotal	18,071.97
---------------	-----------

Total Due This Invoice

\$18,071.97

\$18,071.97

RECEIVED

4/12/19 286

AUDITOR'S OFFICE

Agenda 4/12/19

RETURN REMITTANCE
COPY WITH PAYMENT
THANK YOU!

Please send payment to our Lubbock office: 4222 85th Street, Lubbock, Texas 79443

10/30/2021

team-psc.com

to be paid to Assistant Auditors in

Approval payment to Petro Communications, Inc., for three (3) portable radios and programming for Winkler County Emergency Management, Winkler County EMS, and Winkler Volunteer Fire Department each in the amount of \$9,970.00 for a total of \$29,910.00 from Phillips 66 grant / committed funds. *Did PW BRT*

11. Consider for approval transfer of 2008 Ford F350 fire truck having VIN#1FDWFV37Y08EA3754 from Winkler Volunteer Fire Department to Precinct 2. *PW BRT*

12. Consider, discuss, and approve replacement of carpet by Pinner Carpets, Inc., in the District Judge's office, the Court Reporter's office and the spare office on the 2nd floor of the courthouse in the amount of \$2,522.10 from committed funds. *Did*

13. Set County holidays for 2020. *MR. BRT*

14. Consider, discuss, and take necessary action on golf cart shed rental contract at Winkler County Golf Course. *\$140 yearly have to have membership*

15. Approve Winkler County Courthouse construction claims. *-0-*

16. Approve Kermit Community Center construction. *-0-*

17. Approve Wink Community Center construction. *✓ BRT*

18. Approve Winkler County Airport construction. *✓ BRT*

19. Approve Winkler County Golf Course construction claims. *-0-*

20. Consider, discuss, and approve the repair of water well at Winkler County Park in Kermit in an amount not to exceed \$25,000.00. *we have \$6,000* *#14,917.49/900* *black and white* *NC*

21. Consider, discuss, and approve order change for Kermit Community Center in the amount of \$267.96. *Putting it on our agenda*

22. Receive monthly reports from county officials. *MR. BRT*

23. Discuss and approve line item adjustments. *BRT*

24. Discuss and approve budget amendments. *BRT*

25. Adjourn. *BRT*

There were no Winkler County Golf Course construction claim(s) for the Court to consider at this time.

Following discussion regarding repair to water well at Winkler County Park in Kermit, a motion was made by Commissioner Wolf and seconded by Commissioner Stevens to repair water well at Winkler County Park in Kermit in the amount of \$19,900.00; which motion became an order of the Court upon the following vote:

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

Following discussion regarding change order for Kermit Community Center, a motion was made by Commissioner Thompson and seconded by Commissioner Wolf to approve moving door and change it to a 4' door and to

close-in 3' door hole at a cost of \$267.96; which motion became an order of the Court upon the following vote:

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



OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

CHANGE ORDER 07

PROJECT: Kermit Community Center 725 S. East Ave Kermit, TX 79745	CHANGE ORDER NUMBER: KCC-CO-007
TO OWNER: Winkler County 100 East Winkler Street Kermit, TX 79745	DATE: 11/4/2019 ARCHITECT'S PROJECT NO: 18-03 CONTRACT DATE: 4/8/2019 CONTRACT FOR: Kermit Community Center

The Contract is Changed as follow:

This change order includes the following item that will be added to the contract:

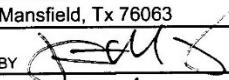
To Modify opening 146A Door from 36" to 48" wide Frame from 36" to 48" wide Protection plate from 34" to 46 wide	\$ 203.00
Bond increase RRC OP	\$ 24.36 \$ 40.60 Total \$ 267.96

Not valid until signed by the Owner and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price) was	\$3,957,000.00
Net change by previously authorized Change Orders	\$400,610.21
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$4,357,610.21
The (Contract Sum) (Guaranteed Maximum Price) will be increased	\$267.96
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$4,357,878.17

The contract Time will be increased by 0 days.
 The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Level 5 Design Group
 ARCHITECT
 104 S. Main
 ADDRESS
 Mansfield, Tx 76063
 BY 
 DATE 11/7/19

RRC Construction
 CONTRACTOR
 10617 West CR 72
 ADDRESS
 Midland, TX 79707
 BY _____
 DATE _____

Winkler County
 OWNER
 100 East Winkler Street
 ADDRESS
 Kermit, TX 79745
 BY _____
 DATE _____

A motion was made by Commissioner Stevens and seconded by Commissioner Thompson to receive the following Monthly Reports from County Officials of fees earned and collected for the month of October, 2019:

MONTHLY REPORTS

For the Month of	DATE	AMOUNT RECEIVED
Tommy Duckworth, Co Attorney Fee	\$25.00	11/8/19
Tommy Duckworth, Co Attorney Hot Check	Q	11/8/19
Charles Wolf, County Judge	\$12.00	11/5/19
Minerva Soltero, Tax Assessor	for Sep 2019 \$3167.65	10/28/19
Shethelia Reed, County Clerk	for Oct 2019 \$21,653.34	11/4/19
Glenda Mixon, JP Precinct #2	\$16,200.00	11/5/19
Sherry Terry, District Clerk	\$9470.89	11/6/19
Keri Jones, JP Precinct #1	\$36,311.00	11/5/19
Darin Mitchell, Sheriff	\$2428.40	11/5/19
Raul Santillan, Probation		
Jeanna Willhelm, Auditor Investment		
Geneva Baker, Treasurer	\$2,232,273.38	11/7/19
Leon Stroud, Constable Pct #1	11/5/19	Q
Carl Garrett, Constable Pct # 2		

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

Ayes: Commissioners Stevens, Wolf and Thompson
 Noes: None
 Absent: Commissioner William

A motion was made by Commissioner Stevens and seconded by Commissioner Thompson to approve the following line item adjustment(s):

WINKLER COUNTY
LINE ITEM ADJUSTMENTS
NOVEMBER 12, 2019

WINK 4-H UTILITIES

10-201-0510	UTILITIES	\$ 5,300.00
10-204-0500	UTILITIES	\$ 5,300.00
UTILITIES TO UTILITIES		

KERMIT LIBRARY

10-214-0400	TELEPHONE	\$ 450.00
10-214-0500	UTILITIES	\$ 450.00
UTILITIES TO TELEPHONE		

WINK LIBRARY

10-215-0110	SALARY VACATION CLK	\$ 1,000.00
10-238-0200	SALARY HUMAN RESOURCES	\$ 1,000.00
SALARY TO SALARY		

WVFD

10-219-0900	MAINTENANCE	\$ 1,000.00
10-219-0800	EQUIPMENT	\$ 1,000.00
EQUIPMENT TO MAINTENANCE		

DISTRICT COURT

10-224-0650	CRIMINAL CT APPT ATTORNEY	\$ 5,000.00
10-230-0830	CONTINGENCY	\$ 5,000.00
CONTINGENCY TO COURT APPT ATTORNEY		

TAXES & INSURANCE

10-229-0520	WORKERS COMP	\$ 7,000.00
10-229-0550	FICA	\$ 7,000.00
FICA TO WORKERS COMP		

AIRPORT

10-231-0027	AIRPORT MANAGER	\$ 2,400.00
10-231-0900	MAINTENANCE	\$ 2,400.00
MAINTENANCE TO AIRPORT MANAGER		

ADMINISTRATION

10-300-0730	TRAVEL	\$ 600.00
10-300-03560	FUEL	\$ 600.00
FUEL TO TRAVEL		

AREA 1 R & B

10-311-0900	MAINTENANCE	\$ 1,000.00
10-311-1970	TIRE & TUBES	\$ 1,000.00
TIRES TO MAINTENANCE		

WINKLER COUNTY
LINE ITEM ADJUSTMENTS
NOVEMBER 12, 2019

LATERAL ROAD FUND

10-316-0100	SALARIES	\$ 1,251.00
10-316-0530	UNEMPLOYMENT	\$ 2.00
10-316-0550	FICA	\$ 94.00
10-316-0570	TCDRS	\$ 89.00
10-229-0550	FICA	\$ 1,436.00
FICA TO SALARIES		

SHERIFF

10-404-1910	VEHICLE INSURANCE	\$ 1,504.00
10-229-1490	INSURANCE LIABILITY	\$ 1,504.00
INSURANCE LIAB TO VEHICLE INSURANCE		

TAX ASSESSOR

10-405-1120	DELINQUENCY COLLECTIONS	\$ 3,500.00
10-405-1080	TAX ROLL PREP	\$ 3,500.00
TAX ROLL PREP TO DELINQUENCY COLLECTIONS		

JP #1

10-410-0530	UNEMPLOYMENT	\$ 6.00
10-229-0530	UNEMPLOYMENT	\$ 6.00
UNEMPLOYMENT TO UNEMPLOYMENT		

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

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

A motion was made by Commissioner Stevens and seconded by Commissioner Thompson to approve the following budget amendment(s):

WINKLER COUNTY
BUDGET ADJUSTMENTS
NOVEMBER 12, 2019

EMERGENCY MANAGEMENT

10-235-1850	GRANT EXPENDITURES	\$ 56,000.00
10-104-2260	TRANSFER FROM COMMITTED	\$ 56,000.00
ALLOCATE FUNDS FOR PHILLIPS 66 GRANT		

EMERGENCY MANAGEMENT

10-235-1801	CODE RED	\$ 6,299.00
10-104-2310	OTHER GOVERNMENTAL	\$ 6,299.00
ALLOCATE FUNDS FOR CODE RED		

NONDESIGNATED

10-600-0840	HOSPITAL SUPPORT	\$ 750,000.00
10-104-2260	TRANSFER FROM COMMITTED	\$ 750,000.00
BOOK HOSPITAL HEALTH TAX		

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

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

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

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

MINUTES approved the _____ day of _____, 20_____.

COUNTY CLERK