

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

TIME: 9:00 O'CLOCK A.M.  
DATE: MONDAY, AUGUST 23, 2021  
PLACE: VIRTUAL MEETING

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

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

1. Call Meeting to Order.
2. Consent Agenda Items:
  - (a) Approve July minutes.
  - (b) Receive monthly report of County Treasurer.
  - (c) Approve payroll.
  - (d) Approve bills over \$500.00.
  - (e) Approve claims against county.
  - (f) Receive Monthly Report of Investment Officer.
  - (g) Consider for approval Substance Abuse Treatment Services Operations Agreement between Winkler County Adult Probation Department and Choice Works Counseling for substance abuse services for the period of September 1, 2021 to August 31, 2022.
  - (h) Consider for approval Substance Abuse Treatment Services Operations Agreement between Winkler County Adult Probation Department and Choice Works Counseling for substance abuse/Individual Counseling/Anger Management/Battered Intervention Program/Mental Health Services for the period of September 1, 2021 to August 31, 2022.
  - (i) Consider for approval request of Scotty Carman, Superintendent of Wink-Loving Independent School District, for exception to burn ban for bonfire to be held Thursday, September 23, 2021, or in the case of inclement weather, to hold the bonfire October 21, 2021.
  - (j) Consider for approval payment of three (3) invoices from HollyFrontier Refining & Marketing LLC, in the total amount of \$37,961.67 from budgeted lateral road funds.
  - (k) Consider for approval payment of two (2) invoices from Don Wise Transportation Services, Inc., in the total amount of \$5,780.62 from budgeted lateral road funds.
  - (l) Consider for approval payment to Capitol Aggregates, Inc., for gravel in the amount of \$19,844.29 to be paid from TxDOT grant.
  - (m) Consider for approval the following Clinical Affiliation Agreement between:
    - i. Winkler County EMS and School of EMS; and
    - ii. Winkler County EMS and NWCT EMS Resources.

WINKLER COUNTY COMMISSIONERS' COURT  
REGULAR MEETING AGENDA  
MONDAY, AUGUST 23, 2021  
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- (n) Consider for approval the following contracts for juvenile offender placement:
  - i. Contract and Agreement between Taylor County and Winkler County for the period of September 1, 2021 and August 31, 2022;
  - ii. Contract for Detention Services between Tom Green County and Winkler County for the period of September 1, 2021 and August 31, 2022.
- 3. Open and award bids for paving project at Winkler County Senior Center.
- 4. Accept donation of equipment for First Responders in Winkler County from Permian Road Coalition in the amount of \$78,430.00.
- 5. Public hearing on salaries, expenses and other allowances of all county elected officers, precinct officers, appointed officers, and all county employees for fiscal year 2022.
- 6. Vote on proposed tax rate and confirm public hearing date of September 13, 2021 at 9:00 a.m.
- 7. Consider for approval payment to Kermit Electronics for equipment at Winkler County Senior Center in the amount of \$3,969.00 from budgeted funds.
- 8. Approve Winkler County Golf Course construction claims.
- 9. Approve Winkler County EMS construction claims.
- 10. Receive monthly reports from county officials.
- 11. Discuss and approve line item adjustments.
- 12. Discuss and approve budget amendments.

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9:30 a.m.

- 13. Conduct public hearing on proposed 2022 county budget.

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14. Budget Workshop.

15. Adjourn.

STATE OF TEXAS            )  
                                      :  
COUNTY OF WINKLER        )

On this the 12<sup>th</sup> day of July, 2021, 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
Victor Berzoza	Commissioner, Precinct No. 3
Billy Ray Thompson	Commissioner, Precinct No. 4
Pam Greene	County Clerk and Ex-Officio Clerk of Commissioners' Court

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

At 9:00 o'clock A.M. Judge Wolf called the meeting to order and lead the Pledge of Allegiance.

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

CONSENT AGENDA:

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

- (a) Payroll.
- (b) Bills over \$500.00.
- (c) Claims against county.
- (d) Payment of four (4) invoices to HollyFrontier Refining & Marketing LLC for emulsion for county road paving projects in the amount of \$43,291.62 from budgeted lateral road funds.
- (e) Accept auction proceeds from Purple Wave, Inc. in the amount of \$3,025.00.
- (f) Approve Kermit Yellow Jacket Booster Club hosting benefit golf tournament August 7, 2021.
- (g) Pipeline Construction and Indemnity Contract between Winkler County and Blackbeard Operating, LLC, on the following road crossings.

- i) County Road 404 for a 6" poly line for natural gas and a 4" poly line for crude oil both run through a 14" bored hole with casing;
  - ii) County Road 404 for a 6" poly line for crude oil run through a 10" bored hole with casing; and
  - iii) County Road 404 for a 6" poly line for crude oil run through a 10" bored hole with casing.
- (h) Approve Pipeline Construction and Indemnity Contract between Winkler County and ETC Texas Pipeline Ltd., on County Road 306 for a 30-inch steel pipeline.
- (i) Approve request of Alonzo Urquidi to use the Winkler County Recreation Center for a class reunion on July 17, 2021.

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

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

A motion was made by Commissioner Stevens and seconded by Commissioner Thompson to approve Interlocal Cooperation Contract between the Department of Public Safety (DPS) and Winkler County for use of office space at Kermit Community Center for Driver License services; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Stevens and seconded by Commissioner Berzoza to approve purchase of 8" valve for water well at Winkler County Golf Course in an amount not to exceed \$5000.00 from golf course maintenance funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Stevens and seconded by Commissioner Wolf to approve payment to Siddons-Martin Emergency Group for repair to EMS Rescue 2 vehicle in the amount of \$8,640.09 from budgeted funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Berzoza and seconded by Commissioner Wolf to approve payment to Yellowhouse Machinery Co., for repair and maintenance on John Deere 850K in the amount of \$2,919.09 from county wide funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Stevens and seconded by Commissioner Berzoza to approve payment of two (2) invoices to Foremost Promotions for children's promotion material in the total amount of \$1,787.42 from Sheriff's Asset Forfeiture Account; which motion became an order of the Court upon the following vote:

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

After a brief discussion with the Winkler County Hospital Administrator and this Court, a motion was made by Commissioner Berzoza and seconded by Commissioner Stevens to have a lease agreement prepared by the Winkler County Attorney for an initial six (6) month term and placed on next agenda for consideration; which motion became an order of the Court upon the following vote:

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

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

A motion was made by Commissioner Stevens and seconded by Commissioner Berzoza to approve the Winkler County Airport construction claims;

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

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

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

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 June, 2021:

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

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

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

A motion was made by Commissioner Berzoza and seconded by Commissioner Thompson to approve budget amendments;

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

Ayes: Commissions Stevens, Wolf, Berzoza and Thompson  
Noes: None

At this time the court will take a brief recess of 10 minutes before entering in to Budget Workshop.

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

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

MINUTES approved the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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Pam Greene,  
WINKLER COUNTY CLERK

STATE OF TEXAS            )  
                                      :  
COUNTY OF WINKLER        )

On this the 26th day of July, 2021, the Commissioners' Court of Winkler County, Texas, met in Regular Term of Court at the Courthouse in Kermit, Texas, via video conference link: Zoom – Meeting ID# 4050268443 Password: cc, with the following members present, to-wit:

Charles M. Wolf	County Judge
Billy Stevens	Commissioner, Precinct No. 1
Robbie Wolf	Commissioner, Precinct No. 2
Victor Berzoza	Commissioner, Precinct No. 3
Billy Ray Thompson	Commissioner, Precinct No. 4
Pam Greene	County Clerk and Ex-Officio Clerk of Commissioners' Court

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

At 9:00 o'clock A.M. Judge Wolf called the meeting to order and lead the Pledge of Allegiance.

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

CONSENT AGENDA:

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

- (a) June minutes.
- (b) Monthly report of County Treasurer.
- (c) Payroll.
- (d) Bills over \$500.00.
- (e) Claims against county.
- (f) Monthly report of Investment Officer.
- (g) Receive report from County Extension Agent
- (h) Approve payment to Don Wise Transportation Services, Inc. for premix in the amount of \$2,785.18 from budgeted lateral road funds.
- (i) Approve payment to Kologik, LLC for COPsync software licenses from July 13, 2021 to July 12, 2022 for Winkler County Sheriff's Department in the amount of \$5,820.00 from budgeted funds.

- (j) Approve payment to Robison Johnston & Patton LLP for preparation of audited financial statement for the year ended December 31, 2020 in the amount of \$16,450.00 from budgeted funds.
- (k) Approve payment of two invoices to Mayfield Paper Company for supplies at Winkler County Law Enforcement Center in the total amount of \$6,982.44 from budgeted funds.
- (l) Approve Pipeline Construction and Indemnity contract between Winkler County and Anchor Crude Pipeline-Winkler, LLC, on the following road crossings:
  - i) County Road 306 for an 8" oil pipeline;
  - ii) County Road 306 for an 8" oil pipeline;
  - iii) County Road 401 for an 8" oil pipeline; and
  - iv) County Road 404 for an 8" oil pipeline.
- (m) Approve the following contracts for juvenile offender placement:
  - i) Contract for Residential Services between Winkler County Juvenile Probation and Father Flanaans Boys' Home for the period of September 1, 2021 to August 31, 2022;
  - ii) Contract for Detention Services between Midland County Juvenile Probation and Winkler County for the period of September 1, 2021 to August 31, 2022; and
  - iii) Contract for Residential Services between Winkler County Juvenile Services and Gulf Coast Trades Center, Inc., for the period of September 1, 2021 to August 31, 2022.

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

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

A motion was made by Commissioner Wolf and seconded by Commissioner Stevens to approve Master Services Agreement between Winkler and ETC Companies for reporting 1095 forms in the amount of \$2,150.00 plus mailing fees from budgeted funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Wolf and seconded by Commissioner Thompson to approve payment in the amount of \$6,567.45 to United States Postal Service for personalized stamped envelopes for the Tax Assessor from postage and supplies fund; which motion became an order of the Court upon the following vote:

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



A motion was made by Commissioner Wolf and seconded by Commissioner Thompson to approve payment to Siddons-Martin Emergency Group for repair to EMS Rescue 1 vehicle in the amount of \$10,465.94 from budgeted funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Stevens and seconded by Commissioner Thompson to approve payment to West Texas Water Well Service for pump and motor at Winkler County Park in Kermit in the amount of \$11,313.60 from budgeted funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Stevens and seconded by Commissioner Berzoza to approve payment to TESSCO Energy Services for electrical construction at Winkler County Golf Course in the amount of \$2,789.06 from contingency funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Stevens and seconded by Commissioner Berzoza to approve the imposition of Optional Fees to remain the same as the past year; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Wolf and seconded by Commissioner Stevens authorizing the Winkler County Auditor to send TCRS payment in the amount of \$3,300,000.00 from budgeted funds; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Berzoza and Thompson

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

A motion was made by Commissioner Berzoza and seconded by Commissioner Thompson to approve Winkler County Airport construction claims in the amount of \$4,783.45 Parkhill Smith; which motion became an order of the Court upon the following vote:

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

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

A motion was made by Commissioner Stevens and seconded by Commissioner Thompson to receive monthly reports from county officials for the month ending, June, 2021;

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

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

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

A motion was made by Commissioner Stevens and seconded by Commissioner Berzoza to approve budget amendments;

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

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

At this time the court went into Budget Workshop.

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

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

MINUTES approved the \_\_\_\_\_ day of \_\_\_\_\_, 2021,

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PAM GREENE  
WINKLER COUNTY CLERK

WINKLER COUNTY TREASURER'S REPORT  
Susan Willhelm  
JULY 1, 2021 TO JULY 31, 2021

Balance as of JULY 1, 2021		\$732,522.32
Amount Received JULY 2021	\$4,791,019.61	
Voided Checks		
OUTSTANDING		
REVENUE DEPOSITS TOTAL		\$4,790,909.96
Amount paid out April 2021		
ACCTS PAY		\$1,176,972.73
PAYROLL		\$540,276.96
FICA-IRS TAX PYMT		\$197,614.65
WIRE TRANSFERS-TX DEPT OF CJ		\$1,249.31
CHILD SUPPORT		\$856.14
WIRE TRANSFERS		
WIRE TRANSFER-HOSPITAL		
RTN NSF		
TCDRS		\$3,449,942.16
		<u>\$5,366,911.95</u>
Balance as of July 31, 2021		\$156,520.33
AMOUNT TO BALANCE		<u>\$5,523,432.28</u> <u>\$5,523,432.28</u>

*Susan Willhelm*

Susan Willhelm, County Treasurer

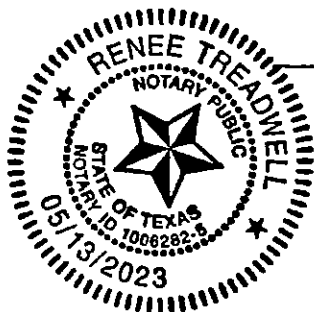
STATE OF TEXAS

COUNTY OF WINKLER

SUBSCRIBED AND SWORN to before me on the 10 day  
of August 2021.

*Renee Treadwell*

Renee Treadwell  
Winkler County, Texas



**SUBSTANCE ABUSE TREATMENT SERVICES  
OPERATIONS AGREEMENT FOR  
WINKLER COUNTY ADULT PROBATION DEPARTMENT**

This Operations Agreement (the "AGREEMENT") is made and entered into by and between the Winkler County Community Supervision and Corrections Department ("DEPARTMENT"), a political entity of the 109th Judicial District

And

("VENDOR")  
ChoiceWorks Counseling  
George F. Gomez, Ed.,LPC  
1406 N. Grandview,  
Odessa Texas 79761

As of the 1st day of September, 2021

**WITNESSETH:**

NOW, THEREFORE, for and in consideration of the foregoing, the mutual benefits contemplated hereby and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**APPOINTMENT OF VENDOR; TERM**

Appointment of VENDOR. In accordance with the terms and conditions set forth herein, and in consideration of the Payments hereinafter provided, VENDOR is hereby appointed to provide to DEPARTMENT, and VENDOR hereby agrees to furnish to DEPARTMENT, the Services provided for herein.

Term. This AGREEMENT is effective on the date set forth in the initial paragraph hereof and shall continue until August 31, 2022, unless it is terminated earlier pursuant to the provisions hereof, provided, however, that DEPARTMENT shall have the option to renew and extend this AGREEMENT for a period of one-year (with such changes as to which VENDOR shall agree), upon the giving to VENDOR a written notice of such intention no later than thirty (30) days prior to the expiration of the initial term.

**ARTICLE I  
RATES, MINIMUM REQUIREMENTS, AND STATEMENT OF SERVICES**

1.1 Vendor Rates: DEPARTMENT agrees to make Payments to VENDOR for the delivery of Services, not to exceed \$12,000.00 or the amount of funding provided by the Criminal Justice Assistance Division of the Texas Department of Criminal Justice, for September 1, 2021, through August 31, 2022. VENDOR acknowledges that the total dollar amount of the AGREEMENT is subject to change, at department's discretion, based on needs and circumstances that arise within the overall DEPARTMENT program. VENDOR agrees to the following rates for substance abuse services:

Outpatient Group	<u>\$150.00</u> per group
Outpatient Individual	<u>\$_____</u> per session

- 1.2 Substance Abuse Treatment Services Minimum Requirements: The VENDOR shall, in accordance with the terms of this AGREEMENT, provide all necessary personnel, equipment, materials, supplies, facilities, and services (except as may be furnished by the DEPARTMENT as specified in writing as part of this AGREEMENT) and do all things necessary for, or incidental to, the provision of the substance abuse treatment services listed as follows:

**Out-patient treatment – TCADA Level 3 and Level 4 Out-Patient**

Written policies and procedures shall ensure the following:

- a. All offenders admitted to the outpatient program shall be medically stable, and have appropriate support systems in the community to live independently with minimal structure.
  - b. Staffing patterns shall be in accordance with TCADA Licensure Rules for the appropriate treatment level. Staffing patterns shall be submitted to the DEPARTMENT as part of the proposal.
  - c. The program shall set limits on counselor caseload size that ensures effective individualized treatment and rehabilitation. Criteria used to set the caseload size shall be documented and approved by the DEPARTMENT.
  - d. Therapeutic groups shall not exceed 16 offenders in a group.
  - e. For offenders in supportive outpatient programs, counselors shall complete a comprehension offender assessment within thirty (30) calendar days of admission for all offenders.
  - f. Outpatient group sessions shall meet for a minimum of (1) hour, at times as many be agreed upon by the DEPARTMENT and VENDOR.
- 1.2.1 DEPARTMENT provide supplies. The DEPARTMENT will reimburse VENDOR for expendable supplies to be used by the Defendants in the course of treatment.
- a. VENDOR will request expenditure approval prior to procurement.
  - b. VENDOR will provide DEPARTMENT with receipts for approved expenditures.
- 1.3 TCADA Licensure. A TCADA facility license (as applicable) for Outpatient status pursuant to the TDCDA Chemical Dependency Treatment Facility Licensure Rules February 1998 and subsequent revisions has been secured and will be maintained during the term hereof. Individuals contracting with the DEPARTMENT must maintain appropriate licensure under Texas State Board of Examiners of Professional Counselors Handbook of Application Forms, Examination Information and Rules, February 1998 and subsequent revisions. **VENDOR must notify.**

**DEPARTMENT with 48 hours of all TSBOEOPC licensure violations, including pending allegations.**

- 1.4 Diagnosis. In its treatment of Defendants, VENDOR shall:
- a. Provide appropriate chemical dependency treatment as designated by a documented by DSM-5 substance abuse or substance dependency diagnosis recommending the specific treatment being provided by the VENDOR;
  - b. Coordinate with DEPARTMENT to identify needs of Defendants that are beyond the scope of VENDOR'S Services and make appropriate referrals in such circumstances; and
  - c. Develop and implement procedures for Services (or referrals) for Defendants with dual diagnosis and/or mental and physical disabilities.

1.5 Participation. In order to ensure maximum participation of Defendants in its program, VENDOR shall:

- a. Contact DEPARTMENT within twenty-four (24) hours whenever any Defendant fails to comply with his or her recommended treatment, including failure to show for initial appointment or unauthorized departures;
- b. Document attendance at each group session / individual session with a sign in sheet.
- c. Document on a Monthly Invoice, the number of sessions provided and the client's name and number of hours provided on an individual session.
- d. Provide a Monthly invoice and Sign in Sheets to the Department on a timely manner.

1.6 Discharge. The discharge of any Defendant shall be made in accordance with the following:

- a. Prior to discharge, VENDOR shall schedule and coordinate with offender's community supervision officer or Director to evaluate if any additional services are required for Defendant. A copy of each Defendant's discharge plan and discharge summary, as outlined in TDCJ-CJAD Standards 163.40 (g), shall be submitted to DEPARTMENT within seven (7) days of such discharge; and
- b. Under no circumstances may VENDOR discharge any Defendant without having furnished DEPARTMENT with prior written notification thereof.

1.7 Referrals. The DEPARTMENT retains control over the Defendants referred to VENDOR for the provision of substance abuse treatment. If the Defendant is determined to be in need of additional or different treatment services, the Defendant is to be referred back to the DEPARTMENT for further action. The process by which this action will occur will be addressed in the Operations Plan.

1.8 Court Testimony. VENDOR agrees to provide testimony in court, if required, at no additional cost to the DEPARTMENT.

1.9 Policies and Procedures. The Services for Defendants shall include policies and procedures for admission and discharge, discharge planning, participation in treatment, transportation (as necessary), safety and security, clinical supervision, referral activities, house management and government (as applicable), documentation of Services, and incident reporting and resolution, which shall be in writing and available to DEPARTMENT prior to implementation. VENDOR shall notify the DEPARTMENT in writing of deviations from such policies and procedures, whether temporary or permanent.

1.9.1 Orientation and HIV Counseling. VENDOR shall provide orientation to Defendants regarding substance abuse treatment and support resources and shall provide HIV counseling in accordance with the provisions of TCADA Licensure Rules.

1.9.2 Coordination with DEPARTMENT. VENDOR shall coordinate the following tasks with the DEPARTMENT:

- a. Submit progress reports on each Defendant, indicating progress and compliance/non-compliance with program;
- b. Participate in meetings as the DEPARTMENT directs; and discuss alternative to be utilized for incidents of non-compliance with program rules and/or alcohol or drug use by Defendants.

- c. Comply with DEPARTMENT operational policies and procedures as set forth by the DEPARTMENT Procedural Manual.

1.9.3 Definitions. The following terms used in this AGREEMENT shall, unless the context indicates otherwise, have the meanings set forth below:

Agreement - means this Operations AGREEMENT with all exhibits hereto.

Contract Monitor - means the Person(s) designated by DEPARTMENT as such to ensure that VENDOR complies with the terms hereof, by conducting performance audits of the Operational Plan and financial audits of the Program Budget, if applicable.

Counselor - means a Person with appropriate licensure who renders chemical dependency counseling or chemical dependency counseling-related services to an individual, group, organization, corporation, institution, or the general public for compensation.

Defendant - means each individual who receives Services from VENDOR hereunder who qualifies for Services and who has been ordered by a court of legal jurisdiction or the DEPARTMENT to participate in receiving Services.

Department Policies - means all written policies, procedures, standards, guidelines, directives, and manuals of DEPARTMENT, as same may be amended from time to time, which DEPARTMENT has made available to VENDOR and with which VENDOR has an affirmative obligation to be and remain familiar.

Licensure Rules – means the terms and provisions contained in the TCADA Licensure Compliance Guide.

Monthly Invoice - means that certain form or electronic reporting mechanism that VENDOR shall prepare and submit to DEPARTMENT during the last week of each month, based on the VENDOR Rate and yielding the Monthly VENDOR Payment to be made by DEPARTMENT, a copy of which form is attached hereto as Exhibit B.

Offender – means each individual who receives services from VENDOR hereunder who qualifies for services and who has been ordered by a court of legal jurisdiction or the DEPARTMENT to participate in receiving services.

Outpatient - means any offender who receives Services on an hourly basis from VENDOR pursuant to the terms hereof.

Payment or Payments - means amount(s) agreed to be paid by DEPARTMENT to VENDOR.

Payment to VENDOR - means the mathematical product of the VENDOR rate for group sessions and the number of group sessions provided during the billing cycle and/or the mathematical product of the VENDOR rate for individual sessions and the number of individual sessions provided during the billing cycle.

Services - means the delivery by VENDOR of the chemical dependency program as set forth in this AGREEMENT and exhibits.

TCADA - means the Texas Commission on Alcohol and Drug Abuse, as presently or hereafter constituted.

TCADA Licensure Rules – means the rules as adopted by TCADA and listed in TCADA Chemical Dependency Treatment Facility Licensure rules, February 1998 and subsequent revisions and Texas State Board of Examiners of Professional Counselors Handbook of Application Forms, Examination Information and Rules, February 1998 and subsequent revisions.

Term - means the duration of this AGREEMENT as specified in Article I.

VENDOR – means ChoiceWorks counseling, George F. Gomez, M.Ed., LPC

Vendor Rate - means the amount paid by Department to VENDOR per hour during the term hereof, determined in accordance with the rates set forth in Article I.

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

VENDOR represents and warrants to and for the benefit of DEPARTMENT with the intent that DEPARTMENT rely thereon for the purposes hereof, the following:

2.1 Legal Status. VENDOR (1) is a validly organized and constituted sole proprietorship or partnership in the jurisdiction in which it is formed and in good standing therein; or, is a corporation duly incorporated and validly existing under the laws of the jurisdiction in which it is incorporated and in good standing therein; (2) is duly qualified to conduct business in the State of Texas; and (3) has legal power and authority to own or lease its properties and conduct its business as presently conducted.

2.2 Authorization. The making and performance of this AGREEMENT have been duly authorized by all necessary action and will not violate any provision of current law or VENDOR'S charter or by-laws. The AGREEMENT has been duly executed and delivered by VENDOR and, assuming due execution and delivery by DEPARTMENT, constitutes a legal, valid, and binding AGREEMENT enforceable against VENDOR in accordance with its terms.

2.3 Taxes. VENDOR has filed all necessary federal, state, and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon, including penalties and interest, or provided adequate reserves for payment thereof, except to the extent that same have become due and payable but are not yet delinquent, and except for any taxes and assessments of which the amount applicability or validity is currently being contested in good faith by appropriate proceedings.

2.4 No Child Support Owning. In accordance with 231.006 of the Texas Family Code, no person who is the sole proprietor, a partner, a shareholder, or an owner of twenty-five percent (25%) or more of VENDOR and who is now more than thirty (30) days delinquent in paying court ordered approved child support may receive payment from state funds under a contract. Under Section 231.006, Family Code, VENDOR certifies that it is not ineligible to receive the Payments and acknowledges that this AGREEMENT may be terminated and Payments may be withheld if this certification is inaccurate.



2.5 Use of Payments. No part of the Payments made to VENDOR will be expended for any consultant fees, honorariums, or any other compensation to any employee of DEPARTMENT or for unallowable costs set forth on Exhibit C. VENDOR shall expend Payments made hereunder solely for providing direct services and for reasonable and allowable expenses directly related to the provision of Services.

2.6 Non-Discrimination. In the performance hereof, VENDOR warrants that it shall not discriminate against any employee, subcontractor, or Defendant on account of race, color, handicap, religion, sex, national origin, age, or those who have or are perceived to have a handicap because of AIDS or HIV infection, antibodies to HIV, or infection with any other probable causative agent of AIDS. VENDOR shall include the provisions of this paragraph regarding non-discrimination in each of its contracts with subcontractors so that such provisions will be binding upon each subcontractor.

2.7 Non-Collusion. VENDOR warrants that no Person, other than a bona fide employee, has been employed to solicit or secure this AGREEMENT with DEPARTMENT, and VENDOR has not paid or agreed to pay any Person, other than a bona fide employee, any fee, commission, percentage, or brokerage fee, gift, or any other consideration, contingent upon or resulting from the execution hereof. For breach or violation of this provision, DEPARTMENT shall have the right to terminate this AGREEMENT without liability, or at its discretion to deduct from Payments, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingency fee.

### **ARTICLE III GENERAL CONDITIONS**

3.1 Duties and Obligations. VENDOR shall provide the Services in compliance with applicable federal and state law, including all constitutional, legal and court ordered requirements, whether now in effect or hereafter effected or implemented.

3.2 Visitation by State Employees. VENDOR shall at all times allow employees/agents of the Governor, members of the Legislature and all other members of the Executive and Judicial branches of the State of Texas, the Contract Monitor, and any other persons designated by the DEPARTMENT and/or the Texas Board of Criminal Justice to monitor the delivery of Services and contract compliance of the VENDOR.

3.3 No Subcontractors. No subcontractor may be utilized by VENDOR unless DEPARTMENT has furnished prior written approval.

3.4 Confidentiality. When applicable, records of identity, diagnosis, prognosis, or treatment of any Defendant through this AGREEMENT shall be confidential and may be disclosed only in accordance with applicable laws. No information may be released without the Defendant's written consent as documented by a signed information release form. VENDOR shall notify department in writing if any legal process requires disclosure of a Defendant's record and shall obtain written acknowledgment of same from DEPARTMENT'S Authorized Representative.

3.5 Termination at Will. Either party may terminate this AGREEMENT for any reason whatsoever, without cause and at any time, by furnishing to the other party thirty (30) days prior written notice. DEPARTMENT'S only obligation for terminating this AGREEMENT pursuant to this section shall be the payment to VENDOR of Payments earned hereunder up to the date of termination. VENDOR's only obligation for terminating this AGREEMENT pursuant to this section shall be to provide Services until the date of termination. Neither VENDOR nor DEPARTMENT shall thereafter be entitled to any other compensation.

3.6 Record Retention. All records shall be the property of DEPARTMENT. All records (electronic or paper) pertinent to the provisions of Services hereunder shall be retained by the VENDOR for a period of five years with the following qualification: If any audit, litigation or claim is started before the expiration of the five-year period, the records shall be retained until all audits, litigation, claims, or other findings involving the records have been resolved. The retention period for all records begins after DEPARTMENT has made the final Payment in accordance with this AGREEMENT. At the end of the five-year period, VENDOR will request disposition instructions from DEPARTMENT.

#### **ARTICLE IV ADMINISTRATION AND FISCAL SYSTEM**

4.1 Administrative Controls. VENDOR shall establish, document and maintain adequate administrative, financial, and internal controls to ensure that only allowable and reasonable costs are expended under this AGREEMENT.

4.2 Governing Board Responsibility. The appropriate governing board or entity of VENDOR shall bear full responsibility for the integrity of the service provided, including, compliance with applicable federal and state laws and regulations. Ignorance of any AGREEMENT provisions or other requirements contained herein shall not constitute a defense or basis for waiving or appealing such provisions or requirements.

4.3 Conflict of Interest. VENDOR shall not refer defendants for additional services without prior written approval of the DEPARTMENT. VENDOR shall develop and implement written internal policies that may be reviewed by the DEPARTMENT to ensure that members of the government board, contractual personnel, consultants, volunteers, and employees do not use their positions with the VENDOR for a purpose that is, or gives the appearance of being, motivated by a desire for personal gain or gain by a family member.

4.4 Remuneration. Staff of VENDOR shall not pay or receive any commission, consideration, or benefit or any kind related to the referral of a Defendant for treatment or engage in fee-splitting with other professionals.

4.5 Audits. VENDOR agrees to furnish DEPARTMENT and/or TDCJ with such information as may be required relating to the Services rendered hereunder. VENDOR shall permit DEPARTMENT to audit and inspect records and reports and to evaluate the performance of Services at any time. VENDOR shall provide reasonable access to all the records, books, reports, and other necessary data and information needed to accomplish review of program activities, services, and expenditures, including cooperation with DEPARTMENT in its performance of random or routine audits to determine the accuracy of VENDOR reports.

4.6 Independent Audit. VENDORS whose total funding from DEPARTMENTS (CSCDs) statewide exceeds \$100,000 must provide an independent audit on the funds received for each fiscal year (September 1 – August 31). These audits must be submitted to TDCJ-CJAD by December 31 following the end of the fiscal year.

4.7 Disclosure. VENDOR is required to immediately or timely, as the case may be, disclose to DEPARTMENT and TDCJ-CJAD the following:

- (a) If any Person who is an employee or director of VENDOR is required to register as a lobbyist under Texas Government Code Chapter 305, at any time during the term hereof, VENDOR shall

provide to DEPARTMENT and TDCJ-CJAD timely copies of all reports filed with the Texas Ethics Commission as required by Chapter 305;

- (b) If any Person who is an employee, subcontractor, or director of VENDOR is or becomes an elected official (i.e., an elected or appointed state official or member of the judiciary, or a United States congressman or senator), during the term hereof;
- (c) Report any actions or citations by federal, state, or local governmental agencies that may affect VENDOR'S licensure status or its ability to provide Services hereunder.

4.8 Withhold Payments. The DEPARTMENT may withhold Payments for any ineligible claims including inadequate or untimely monthly invoices until such time as the ineligible, inadequate or untimely claim is resubmitted and/or corrected by VENDOR. VENDOR agrees to return any unearned amounts paid by the DEPARTMENT within thirty (30) days following the final date of the contact period, or at the DEPARTMENT'S option, within thirty (30) days following the DEPARTMENT'S delivery to VENDOR a notice that amounts paid are to be returned to DEPARTMENT.

4.9 Payments to VENDOR. VENDOR shall submit Monthly Invoices (in writing or electronically) as required herein and shall receive Payments from DEPARTMENT based thereon, subject to the provisions in this AGREEMENT. VENDOR will provide an itemized list of Services performed during the invoice period, including the names of all Defendants served, the service provided, and the amount of time rendered with each. DEPARTMENT agrees to pay VENDOR within thirty (30) days after receipt of the Monthly Invoice (Exhibit B).

4.10 Specific Measures. All terms of this AGREEMENT are subject to monitoring and verification; however, the VENDOR must have available for the DEPARTMENT'S inspection records to support performance of those measures outlined in Article 1. Herein.

4.11 Misspent Funds. The VENDOR will refund expenditures of the VENDOR that are contrary to this AGREEMENT and deemed inappropriate by the DEPARTMENT or designee.

## **ARTICLE V DEFAULT AND TERMINATION**

5.1 Default by VENDOR. Each of the following shall constitute an Event of Default on the part of VENDOR:

- a. A material failure to keep, observe, perform, meet, or comply with any covenant, term, or provision hereof, which failure continues for a period of twenty (20) days after receipt of VENDOR of written notification thereof;
- b. (1) Admit in writing its inability to pay its debts; (2) make a general assignment for the benefit of creditors; (3) suffer a decree or order appointing a receiver or trustee for it or substantially all of its property, and, if entered without its consent, same is not stayed or discharged within sixty (60) days of such decree or order, (4) suffer filing under any law relating to bankruptcy, insolvency, or the reorganization for relief of debtors by or against it and, if contested by it, not to be dismissed or stayed within sixty (60) days of such filing; or (5) suffer any judgment, writ of attachment or execution, or any similar process issued or levied against a substantial part of its property that is not released, stayed, bonded, or vacated within sixty (60) days after such issuance or levy; and

- c. The discovery by DEPARTMENT that any statement, representation of warranty in this AGREEMENT is false, misleading, or erroneous in any material respect.

5.2 Remedy of DEPARTMENT. Upon the occurrence of an Event of Default by VENDOR, DEPARTMENT shall notify VENDOR of such Event of Default, and subject to the time provisions of Section 5.1 hereof, DEPARTMENT shall have the right to pursue any remedy it may have at law or in equity, including, but not limited to, (a) suspend referral of Defendants; (b) suspend payment; (c) taking action to cure the Event of Default, in which case DEPARTMENT may offset against any Payments owed to VENDOR all reasonable costs incurred by DEPARTMENT in connection with its efforts to cure such Event of Default; and (d) termination and removal of VENDOR as provider of Services. In the event of VENDOR'S removal due to an Event of Default, DEPARTMENT shall have no further obligations to VENDOR after such removal and in such event, VENDOR agrees to cooperate with DEPARTMENT regarding a transition to new provider of Services.

5.3 Default by DEPARTMENT. The following shall constitute an Event of Default on the part of DEPARTMENT: failure by DEPARTMENT to pay within thirty (30) days after Payment is due any Payment required to be paid pursuant to the terms hereof, provided such failure to pay shall not constitute an Event of Default if the Comptroller of the State of Texas has withheld any payments pursuant to statutory authority.

5.4 Remedy of VENDOR. Upon an Event of Default by DEPARTMENT, VENDOR'S sole remedy shall be to terminate this AGREEMENT. Upon such termination, VENDOR shall be entitled to receive Payment from DEPARTMENT for all Services satisfactorily furnished hereunder up to and including the date of termination.

5.5 AGREEMENT Subject to Availability of Funds. This AGREEMENT will be subject to the availability of funds as appropriated by the State Legislature and as made available by the Community Justice Assistance Division of the Texas Department of Criminal Justice. If such funds become reduced or unavailable, this AGREEMENT shall be subject to immediate modification, reduction or termination.

## **ARTICLE VI INDEPENDENT CONTRACTOR**

VENDOR is associated with DEPARTMENT only for the purposes and to the extent set forth herein, and with respect to the performance of Services hereunder, VENDOR is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the detail's incident to its duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for DEPARTMENT whatsoever with respect to the indebtedness, liabilities, and obligations of VENDOR or any other party. VENDOR shall be solely responsible for (and DEPARTMENT shall have no obligation with respect to) payment of all Federal Income, F.I.C.A., and other taxes owed or claimed to be owed by VENDOR, arising out of VENDOR's association with DEPARTMENT pursuant hereto, and VENDOR shall indemnify and hold DEPARTMENT harmless from and against any and all liability from all losses, damages, claims, costs, penalties, liabilities, and expenses howsoever arising or incurred because of, incident to, or otherwise with respect to any such taxes.

**ARTICLE VII  
MISCELLANEOUS PROVISIONS**

7.1 Inconsistencies. Where there exists any inconsistency between this AGREEMENT and other provisions of collateral contractual Agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

7.2 Severability. Each paragraph and provision hereof are severable from the entire AGREEMENT and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

7.3 Prohibition Against Assignment. There shall be no assignment or transfer of this AGREEMENT without the prior written consent of both parties.

7.4 Law of Texas. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in the county of the applicable judicial district in which this agreement was entered.

7.5 Notices. All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty-eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid.

7.6 Entire. This AGREEMENT incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written AGREEMENT. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless attached hereto and/or embodied herein.

7.7 Amendment. No changes to this AGREEMENT shall be made except upon written agreement of both parties.

7.8 Headings. The headings used herein are for convenience of reference only and shall not constitute a part thereof or affect the construction or interpretation hereof.

7.9 Counterparts. This AGREEMENT may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

7.10 Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT including the Exhibits attached hereto and incorporated herein by reference to be executed as of the date first above written.

Executed in Winkler County, Texas by

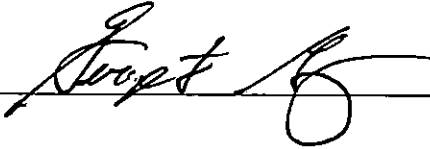
DEPARTMENT: Winkler County Community Supervision and Corrections Department

BY: \_\_\_\_\_

TITLE: County Judge

DATE: \_\_\_\_\_

VENDOR: ChoiceWorks Counseling

BY:  \_\_\_\_\_

TITLE: M.Ed.,LPC

DATE: 8-12-21

Encl.

Cc: Probation Dept File  
Winkler County Auditor  
CJAD

**EXHIBIT A**

**(This page not used)**

**EXHIBIT B**  
**Monthly Invoice Form**

Provided by Vendor



## **EXHIBIT C**

### **Unallowable Costs**

Any item unallowable by State or any authorized agency, statute, policy, or procedure including, but not limited to, federal guidelines for operation of for-profit and not-for-profit entities:

Alcohol Beverages

Bad Debts

Building and Land Purchase, rental purchase, lease purchase, renovation

Equipment items exceeding \$1,000.00 (CPU, Monitor and keyboard are one unit) counted as a direct expense toward the program. Such items may be charged to the program only through an approved depreciation methodology.

Expenses or reimbursements to or on behalf of vendor-related entities for allowable indirect costs

Expenses or costs reimbursed to vendor by other funds with respect to amounts paid by the CSCD for vendor services

Fines and Penalties

Firearm, Firearm components, and Ammunition

Fundraising, Marketing, and Advertising (advertising is allowable for personnel vacancies and procurement of goods and services only)

Legislative expenses for payment to any elected official from funds received from the CSCD

Lobbying

Payments to or on behalf of individuals related to principals of any vendor-affiliated organization(s) or to their employees, unless as allowable indirect costs or unless specific approval is received from the CSCD; and

Tobacco Products.

**SUBSTANCE ABUSE TREATMENT SERVICES  
OPERATIONS AGREEMENT FOR  
WINKLER COUNTY ADULT PROBATION DEPARTMENT**

This Operations Agreement (the "AGREEMENT") is made and entered into by and between the Winkler County Community Supervision and Corrections Department ("DEPARTMENT"), a political entity of the 109th Judicial District

And

("VENDOR")  
ChoiceWorks Counseling  
George F. Gomez, Ed.,LPC  
1406 N. Grandview,  
Odessa Texas 79761

As of the 1st day of September, 2021

**WITNESSETH:**

NOW, THEREFORE, for and in consideration of the foregoing, the mutual benefits contemplated hereby and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**APPOINTMENT OF VENDOR; TERM**

Appointment of VENDOR. In accordance with the terms and conditions set forth herein, and in consideration of the Payments hereinafter provided, VENDOR is hereby appointed to provide to DEPARTMENT, and VENDOR hereby agrees to furnish to DEPARTMENT, the Services provided for herein.

Term. This AGREEMENT is effective on the date set forth in the initial paragraph hereof and shall continue until August 31, 2022, unless it is terminated earlier pursuant to the provisions hereof, provided, however, that DEPARTMENT shall have the option to renew and extend this AGREEMENT for a period of one-year (with such changes as to which VENDOR shall agree), upon the giving to VENDOR a written notice of such intention no later than thirty (30) days prior to the expiration of the initial term.

**ARTICLE I  
RATES, MINIMUM REQUIREMENTS, AND STATEMENT OF SERVICES**

1.1 Vendor Rates: DEPARTMENT agrees to make Payments to VENDOR for the delivery of Services, not to exceed \$15,000.00 or the amount of funding provided by the Criminal Justice Assistance Division of the Texas Department of Criminal Justice, for September 1, 2021, through August 31, 2022. VENDOR acknowledges that the total dollar amount of the AGREEMENT is subject to change, at department's discretion, based on needs and circumstances that arise within the overall DEPARTMENT program. VENDOR agrees to the following rates for substance abuse/Individual Counseling/Anger Management/Mental Health Services:

Outpatient Group	<u>\$150.00</u> per group
Outpatient Individual	<u>\$100.00</u> per session

- 1.2 Substance Abuse Treatment Services Minimum Requirements: The VENDOR shall, in accordance with the terms of this AGREEMENT, provide all necessary personnel, equipment, materials, supplies, facilities, and services (except as may be furnished by the DEPARTMENT as specified in writing as part of this AGREEMENT) and do all things necessary for, or incidental to, the provision of the substance abuse treatment services listed as follows:

**Out-patient treatment – TCADA Level 3 and Level 4 Out-Patient**

Written policies and procedures shall ensure the following:

- a. All offenders admitted to the outpatient program shall be medically stable, and have appropriate support systems in the community to live independently with minimal structure.
  - b. Staffing patterns shall be in accordance with TCADA Licensure Rules for the appropriate treatment level. Staffing patterns shall be submitted to the DEPARTMENT as part of the proposal.
  - c. The program shall set limits on counselor caseload size that ensures effective individualized treatment and rehabilitation. Criteria used to set the caseload size shall be documented and approved by the DEPARTMENT.
  - d. Therapeutic groups shall not exceed 16 offenders in a group.
  - e. For offenders in supportive outpatient programs, counselors shall complete a comprehension offender assessment within thirty (30) calendar days of admission for all offenders.
  - f. Outpatient group sessions shall meet for a minimum of (1) hour, at times as many be agreed upon by the DEPARTMENT and VENDOR.
- 1.2.1 DEPARTMENT provide supplies. The DEPARTMENT will reimburse VENDOR for expendable supplies to be used by the Defendants in the course of treatment.
- a. VENDOR will request expenditure approval prior to procurement.
  - b. VENDOR will provide DEPARTMENT with receipts for approved expenditures.
- 1.3 TCADA Licensure. A TCADA facility license (as applicable) for Outpatient status pursuant to the TDCDA Chemical Dependency Treatment Facility Licensure Rules February 1998 and subsequent revisions has been secured and will be maintained during the term hereof. Individuals contracting with the DEPARTMENT must maintain appropriate licensure under Texas State Board of Examiners of Professional Counselors Handbook of Application Forms, Examination Information and Rules, February 1998 ad subsequent revisions. **VENDOR must notify.**

**DEPARTMENT with 48 hours of all TSBOEOPC licensure violations, including pending allegations.**

1.4 Diagnosis. In its treatment of Defendants, VENDOR shall:

- a. Provide appropriate chemical dependency treatment as designated by a documented by DSM-5 substance abuse or substance dependency diagnosis recommending the specific treatment being provided by the VENDOR;
- b. Coordinate with DEPARTMENT to identify needs of Defendants that are beyond the scope of VENDOR'S Services and make appropriate referrals in such circumstances; and
- c. Develop and implement procedures for Services (or referrals) for Defendants with dual diagnosis and/or mental and physical disabilities.

1.5 Participation. In order to ensure maximum participation of Defendants in its program, VENDOR shall:

- a. Contact DEPARTMENT within twenty-four (24) hours whenever any Defendant fails to comply with his or her recommended treatment, including failure to show for initial appointment or unauthorized departures;
- b. Document attendance at each group session / individual session with a sign in sheet.
- c. Document on a Monthly Invoice, the number of sessions provided and the client's name and number of hours provided on an individual session.
- d. Provide a Monthly invoice and Sign in Sheets to the Department on a timely manner.

1.6 Discharge. The discharge of any Defendant shall be made in accordance with the following:

- a. Prior to discharge, VENDOR shall schedule and coordinate with offender's community supervision officer or Director to evaluate if any additional services are required for Defendant. A copy of each Defendant's discharge plan and discharge summary, as outlined in TDCJ-CJAD Standards 163.40 (g), shall be submitted to DEPARTMENT within seven (7) days of such discharge; and
- b. Under no circumstances may VENDOR discharge any Defendant without having furnished DEPARTMENT with prior written notification thereof.

1.7 Referrals. The DEPARTMENT retains control over the Defendants referred to VENDOR for the provision of substance abuse treatment. If the Defendant is determined to be in need of additional or different treatment services, the Defendant is to be referred back to the DEPARTMENT for further action. The process by which this action will occur will be addressed in the Operations Plan.

1.8 Court Testimony. VENDOR agrees to provide testimony in court, if required, at no additional cost to the DEPARTMENT.

1.9 Policies and Procedures. The Services for Defendants shall include policies and procedures for admission and discharge, discharge planning, participation in treatment, transportation (as necessary), safety and security, clinical supervision, referral activities, house management and government (as applicable), documentation of Services, and incident reporting and resolution, which shall be in writing and available to DEPARTMENT prior to implementation. VENDOR shall notify the DEPARTMENT in writing of deviations from such policies and procedures, whether temporary or permanent.

1.9.1 Orientation and HIV Counseling. VENDOR shall provide orientation to Defendants regarding substance abuse treatment and support resources and shall provide HIV counseling in accordance with the provisions of TCADA Licensure Rules.

1.9.2 Coordination with DEPARTMENT. VENDOR shall coordinate the following tasks with the DEPARTMENT:

- a. Submit progress reports on each Defendant, indicating progress and compliance/non-compliance with program;
- b. Participate in meetings as the DEPARTMENT directs; and discuss alternative to be utilized for incidents of non-compliance with program rules and/or alcohol or drug use by Defendants.

c. Comply with DEPARTMENT operational policies and procedures as set forth by the DEPARTMENT Procedural Manual.

1.9.3 Definitions. The following terms used in this AGREEMENT shall, unless the context indicates otherwise, have the meanings set forth below:

Agreement - means this Operations AGREEMENT with all exhibits hereto.

Contract Monitor - means the Person(s) designated by DEPARTMENT as such to ensure that VENDOR complies with the terms hereof, by conducting performance audits of the Operational Plan and financial audits of the Program Budget, if applicable.

Counselor - means a Person with appropriate licensure who renders chemical dependency counseling or chemical dependency counseling-related services to an individual, group, organization, corporation, institution, or the general public for compensation.

Defendant - means each individual who receives Services from VENDOR hereunder who qualifies for Services and who has been ordered by a court of legal jurisdiction or the DEPARTMENT to participate in receiving Services.

Department Policies - means all written policies, procedures, standards, guidelines, directives, and manuals of DEPARTMENT, as same may be amended from time to time, which DEPARTMENT has made available to VENDOR and with which VENDOR has an affirmative obligation to be and remain familiar.

Licensure Rules – means the terms and provisions contained in the TCADA Licensure Compliance Guide.

Monthly Invoice - means that certain form or electronic reporting mechanism that VENDOR shall prepare and submit to DEPARTMENT during the last week of each month, based on the VENDOR Rate and yielding the Monthly VENDOR Payment to be made by DEPARTMENT, a copy of which form is attached hereto as Exhibit B.

Offender – means each individual who receives services from VENDOR hereunder who qualifies for services and who has been ordered by a court of legal jurisdiction or the DEPARTMENT to participate in receiving services.

Outpatient - means any offender who receives Services on an hourly basis from VENDOR pursuant to the terms hereof.

Payment or Payments - means amount(s) agreed to be paid by DEPARTMENT to VENDOR.

Payment to VENDOR - means the mathematical product of the VENDOR rate for group sessions and the number of group sessions provided during the billing cycle and/or the mathematical product of the VENDOR rate for individual sessions and the number of individual sessions provided during the billing cycle.

Services - means the delivery by VENDOR of the chemical dependency program as set forth in this AGREEMENT and exhibits.

TCADA - means the Texas Commission on Alcohol and Drug Abuse, as presently or hereafter constituted.

TCADA Licensure Rules – means the rules as adopted by TCADA and listed in TCADA Chemical Dependency Treatment Facility Licensure rules, February 1998 and subsequent revisions and Texas State Board of Examiners of Professional Counselors Handbook of Application Forms, Examination Information and Rules, February 1998 and subsequent revisions.

Term - means the duration of this AGREEMENT as specified in Article I.

VENDOR – means ChoiceWorks counseling, George F. Gomez, M.Ed., LPC

Vendor Rate - means the amount paid by Department to VENDOR per hour during the term hereof, determined in accordance with the rates set forth in Article I.

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

VENDOR represents and warrants to and for the benefit of DEPARTMENT with the intent that DEPARTMENT rely thereon for the purposes hereof, the following:

2.1 Legal Status. VENDOR (1) is a validly organized and constituted sole proprietorship or partnership in the jurisdiction in which it is formed and in good standing therein; or, is a corporation duly incorporated and validly existing under the laws of the jurisdiction in which it is incorporated and in good standing therein; (2) is duly qualified to conduct business in the State of Texas; and (3) has legal power and authority to own or lease its properties and conduct its business as presently conducted.

2.2 Authorization. The making and performance of this AGREEMENT have been duly authorized by all necessary action and will not violate any provision of current law or VENDOR'S charter or by-laws. The AGREEMENT has been duly executed and delivered by VENDOR and, assuming due execution and delivery by DEPARTMENT, constitutes a legal, valid, and binding AGREEMENT enforceable against VENDOR in accordance with its terms.

2.3 Taxes. VENDOR has filed all necessary federal, state, and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon, including penalties and interest, or provided adequate reserves for payment thereof, except to the extent that same have become due and payable but are not yet delinquent, and except for any taxes and assessments of which the amount applicability or validity is currently being contested in good faith by appropriate proceedings.

2.4 No Child Support Owing. In accordance with 231.006 of the Texas Family Code, no person who is the sole proprietor, a partner, a shareholder, or an owner of twenty-five percent (25%) or more of VENDOR and who is now more than thirty (30) days delinquent in paying court ordered approved child support may receive payment from state funds under a contract. Under Section 231.006, Family Code, VENDOR certifies that it is not ineligible to receive the Payments and acknowledges that this AGREEMENT may be terminated and Payments may be withheld if this certification is inaccurate.

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3.5 Termination at Will. Either party may terminate this AGREEMENT for any reason whatsoever, without cause and at any time, by furnishing to the other party thirty (30) days prior written notice. DEPARTMENT'S only obligation for terminating this AGREEMENT pursuant to this section shall be the payment to VENDOR of Payments earned hereunder up to the date of termination. VENDOR's only obligation for terminating this AGREEMENT pursuant to this section shall be to provide Services until the date of termination. Neither VENDOR nor DEPARTMENT shall thereafter be entitled to any other compensation.

3.6 Record Retention. All records shall be the property of DEPARTMENT. All records (electronic or paper) pertinent to the provisions of Services hereunder shall be retained by the VENDOR for a period of five years with the following qualification: If any audit, litigation or claim is started before the expiration of the five-year period, the records shall be retained until all audits, litigation, claims, or other findings involving the records have been resolved. The retention period for all records begins after DEPARTMENT has made the final Payment in accordance with this AGREEMENT. At the end of the five-year period, VENDOR will request disposition instructions from DEPARTMENT.

#### **ARTICLE IV ADMINISTRATION AND FISCAL SYSTEM**

4.1 Administrative Controls. VENDOR shall establish, document and maintain adequate administrative, financial, and internal controls to ensure that only allowable and reasonable costs are expended under this AGREEMENT.

4.2 Governing Board Responsibility. The appropriate governing board or entity of VENDOR shall bear full responsibility for the integrity of the service provided, including, compliance with applicable federal and state laws and regulations. Ignorance of any AGREEMENT provisions or other requirements contained herein shall not constitute a defense or basis for waiving or appealing such provisions or requirements.

4.3 Conflict of Interest. VENDOR shall not refer defendants for additional services without prior written approval of the DEPARTMENT. VENDOR shall develop and implement written internal policies that may be reviewed by the DEPARTMENT to ensure that members of the government board, contractual personnel, consultants, volunteers, and employees do not use their positions with the VENDOR for a purpose that is, or gives the appearance of being, motivated by a desire for personal gain or gain by a family member.

4.4 Remuneration. Staff of VENDOR shall not pay or receive any commission, consideration, or benefit or any kind related to the referral of a Defendant for treatment or engage in fee-splitting with other professionals.

4.5 Audits. VENDOR agrees to furnish DEPARTMENT and/or TDCJ with such information as may be required relating to the Services rendered hereunder. VENDOR shall permit DEPARTMENT to audit and inspect records and reports and to evaluate the performance of Services at any time. VENDOR shall provide reasonable access to all the records, books, reports, and other necessary data and information needed to accomplish review of program activities, services, and expenditures, including cooperation with DEPARTMENT in its performance of random or routine audits to determine the accuracy of VENDOR reports.

4.6 Independent Audit. VENDORS whose total funding from DEPARTMENTS (CSCDs) statewide exceeds \$100,000 must provide an independent audit on the funds received for each fiscal year (September 1 – August 31). These audits must be submitted to TDCJ-CJAD by December 31 following the end of the fiscal year.

4.7 Disclosure. VENDOR is required to immediately or timely, as the case may be, disclose to DEPARTMENT and TDCJ-CJAD the following:

- (a) If any Person who is an employee or director of VENDOR is required to register as a lobbyist under Texas Government Code Chapter 305, at any time during the term hereof, VENDOR shall



provide to DEPARTMENT and TDCJ-CJAD timely copies of all reports filed with the Texas Ethics Commission as required by Chapter 305;

- (b) If any Person who is an employee, subcontractor, or director of VENDOR is or becomes an elected official (i.e., an elected or appointed state official or member of the judiciary, or a United States congressman or senator), during the term hereof;
- (c) Report any actions or citations by federal, state, or local governmental agencies that may affect VENDOR'S licensure status or its ability to provide Services hereunder.

4.8 Withhold Payments. The DEPARTMENT may withhold Payments for any ineligible claims including inadequate or untimely monthly invoices until such time as the ineligible, inadequate or untimely claim is resubmitted and/or corrected by VENDOR. VENDOR agrees to return any unearned amounts paid by the DEPARTMENT within thirty (30) days following the final date of the contact period, or at the DEPARTMENT'S option, within thirty (30) days following the DEPARTMENT'S delivery to VENDOR a notice that amounts paid are to be returned to DEPARTMENT.

4.9 Payments to VENDOR. VENDOR shall submit Monthly Invoices (in writing or electronically) as required herein and shall receive Payments from DEPARTMENT based thereon, subject to the provisions in this AGREEMENT. VENDOR will provide an itemized list of Services performed during the invoice period, including the names of all Defendants served, the service provided, and the amount of time rendered with each. DEPARTMENT agrees to pay VENDOR within thirty (30) days after receipt of the Monthly Invoice (Exhibit B).

4.10 Specific Measures. All terms of this AGREEMENT are subject to monitoring and verification; however, the VENDOR must have available for the DEPARTMENT'S inspection records to support performance of those measures outlined in Article 1. Herein.

4.11 Misspent Funds. The VENDOR will refund expenditures of the VENDOR that are contrary to this AGREEMENT and deemed inappropriate by the DEPARTMENT or designee.

## ARTICLE V DEFAULT AND TERMINATION

5.1 Default by VENDOR. Each of the following shall constitute an Event of Default on the part of VENDOR:

- a. A material failure to keep, observe, perform, meet, or comply with any covenant, term, or provision hereof, which failure continues for a period of twenty (20) days after receipt of VENDOR of written notification thereof;
- b. (1) Admit in writing its inability to pay its debts; (2) make a general assignment for the benefit of creditors; (3) suffer a decree or order appointing a receiver or trustee for it or substantially all of its property, and, if entered without its consent, same is not stayed or discharged within sixty (60) days of such decree or order, (4) suffer filing under any law relating to bankruptcy, insolvency, or the reorganization for relief of debtors by or against it and, if contested by it, not to be dismissed or stayed within sixty (60) days of such filing; or (5) suffer any judgment, writ of attachment or execution, or any similar process issued or levied against a substantial part of its property that is not released, stayed, bonded, or vacated within sixty (60) days after such issuance or levy; and

- c. The discovery by DEPARTMENT that any statement, representation of warranty in this AGREEMENT is false, misleading, or erroneous in any material respect.

5.2 Remedy of DEPARTMENT. Upon the occurrence of an Event of Default by VENDOR, DEPARTMENT shall notify VENDOR of such Event of Default, and subject to the time provisions of Section 5.1 hereof, DEPARTMENT shall have the right to pursue any remedy it may have at law or in equity, including, but not limited to, (a) suspend referral of Defendants; (b) suspend payment; (c) taking action to cure the Event of Default, in which case DEPARTMENT may offset against any Payments owed to VENDOR all reasonable costs incurred by DEPARTMENT in connection with its efforts to cure such Event of Default; and (d) termination and removal of VENDOR as provider of Services. In the event of VENDOR'S removal due to an Event of Default, DEPARTMENT shall have no further obligations to VENDOR after such removal and in such event, VENDOR agrees to cooperate with DEPARTMENT regarding a transition to new provider of Services.

5.3 Default by DEPARTMENT. The following shall constitute an Event of Default on the part of DEPARTMENT: failure by DEPARTMENT to pay within thirty (30) days after Payment is due any Payment required to be paid pursuant to the terms hereof, provided such failure to pay shall not constitute an Event of Default if the Comptroller of the State of Texas has withheld any payments pursuant to statutory authority.

5.4 Remedy of VENDOR. Upon an Event of Default by DEPARTMENT, VENDOR'S sole remedy shall be to terminate this AGREEMENT. Upon such termination, VENDOR shall be entitled to receive Payment from DEPARTMENT for all Services satisfactorily furnished hereunder up to and including the date of termination.

5.5 AGREEMENT Subject to Availability of Funds. This AGREEMENT will be subject to the availability of funds as appropriated by the State Legislature and as made available by the Community Justice Assistance Division of the Texas Department of Criminal Justice. If such funds become reduced or unavailable, this AGREEMENT shall be subject to immediate modification, reduction or termination.

## **ARTICLE VI INDEPENDENT CONTRACTOR**

VENDOR is associated with DEPARTMENT only for the purposes and to the extent set forth herein, and with respect to the performance of Services hereunder, VENDOR is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the detail's incident to its duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for DEPARTMENT whatsoever with respect to the indebtedness, liabilities, and obligations of VENDOR or any other party. VENDOR shall be solely responsible for (and DEPARTMENT shall have no obligation with respect to) payment of all Federal Income, F.I.C.A., and other taxes owed or claimed to be owed by VENDOR, arising out of VENDOR's association with DEPARTMENT pursuant hereto, and VENDOR shall indemnify and hold DEPARTMENT harmless from and against any and all liability from all losses, damages, claims, costs, penalties, liabilities, and expenses howsoever arising or incurred because of, incident to, or otherwise with respect to any such taxes.

**ARTICLE VII  
MISCELLANEOUS PROVISIONS**

7.1 Inconsistencies. Where there exists any inconsistency between this AGREEMENT and other provisions of collateral contractual Agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

7.2 Severability. Each paragraph and provision hereof are severable from the entire AGREEMENT and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

7.3 Prohibition Against Assignment. There shall be no assignment or transfer of this AGREEMENT without the prior written consent of both parties.

7.4 Law of Texas. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in the county of the applicable judicial district in which this agreement was entered.

7.5 Notices. All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty-eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid.

7.6 Entire. This AGREEMENT incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written AGREEMENT. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless attached hereto and/or embodied herein.

7.7 Amendment. No changes to this AGREEMENT shall be made except upon written agreement of both parties.

7.8 Headings. The headings used herein are for convenience of reference only and shall not constitute a part thereof or affect the construction or interpretation hereof.

7.9 Counterparts. This AGREEMENT may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

7.10 Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT including the Exhibits attached hereto and incorporated herein by reference to be executed as of the date first above written.

Executed in Winkler County, Texas by

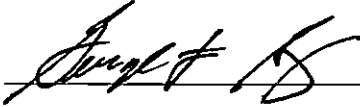
DEPARTMENT: Winkler County Community Supervision and Corrections Department

BY: \_\_\_\_\_

TITLE: County Judge

DATE: \_\_\_\_\_

VENDOR: ChoiceWorks Counseling

BY:  \_\_\_\_\_

TITLE: M.Ed.,LPC

DATE: 8-12-21

Encl.

Cc: Probation Dept File  
Winkler County Auditor  
CJAD

**EXHIBIT A**

**(This page not used)**

**EXHIBIT B**

**Monthly Invoice Form**

Provided by Vendor

## **EXHIBIT C**

### **Unallowable Costs**

Any item unallowable by State or any authorized agency, statute, policy, or procedure including, but not limited to, federal guidelines for operation of for-profit and not-for-profit entities:

Alcohol Beverages

Bad Debts

Building and Land Purchase, rental purchase, lease purchase, renovation

Equipment items exceeding \$1,000.00 (CPU, Monitor and keyboard are one unit) counted as a direct expense toward the program. Such items may be charged to the program only through an approved depreciation methodology.

Expenses or reimbursements to or on behalf of vendor-related entities for allowable indirect costs

Expenses or costs reimbursed to vendor by other funds with respect to amounts paid by the CSCD for vendor services

Fines and Penalties

Firearm, Firearm components, and Ammunition

Fundraising, Marketing, and Advertising (advertising is allowable for personnel vacancies and procurement of goods and services only)

Legislative expenses for payment to any elected official from funds received from the CSCD

Lobbying

Payments to or on behalf of individuals related to principals of any vendor-affiliated organization(s) or to their employees, unless as allowable indirect costs or unless specific approval is received from the CSCD; and

Tobacco Products.



# Wink-Loving I.S.D.

P.O. Box 637 • 200 North Rosey Dodd Ave. • Wink, Texas 79789  
Office (432) 527-3880 Fax (432) 527-3505

## ADMINISTRATION

August 12, 2021

Mr. Scotty Carman  
Superintendent

Mrs. Kittie Gibson  
Jr. High/High School/  
Director of Instruction

Mr. Lance Wineinger  
Elementary Principal

Mr. Brian Gibson  
Athletic Director

Mrs. Geanna Coker  
Business Manager

Mr. Michael Dawkins  
Technology Director

Ms. Grace Harrison  
Tax Assessor-Collector  
Board Secretary

Winkler County Commissioner's Court  
100 East Winkler Street  
Kermit, Texas 79745

RE: Wink-Loving ISD Bonfire Request

Dear Winkler County Commissioner's Court:

Wink-Loving I.S.D. would like to request to have their homecoming bonfire on **Thursday, September 23, 2021** at approximately 9:00 p.m. Wink-Loving I.S.D. will coordinate with the Wink Volunteer Fire Department and Wink Police Department to ensure the safety of the participants.

We would also like to reserve **October 21<sup>st</sup>, 2021** as a **back-up date** in the event weather does not allow us to have the bonfire on September 23, 2021.

If you should have any question regarding this request, please don't hesitate to contact me at (432) 527-3880, ext. 7002. Thank you in advance for any consideration given for this request.

Sincerely,

Scotty Carman  
Superintendent of Schools  
Wink-Loving Independent School District  
*Committed to Excellence!*

## BOARD OF EDUCATION

Mr. Brad White  
President

Mr. Eddie Brewer  
Vice-President

Ms. Melissa Halterman  
Asst. Secretary

Mr. Larry Antley

Mr. Jerome Dewberry

Mr. Raymond Dodd

Mr. Clayton Hawkins





INVOICE

HollyFrontier Refining & Marketing LLC
2828 N. Harwood St, Suite 1300
Dallas TX 75201-1507

Invoice Number: 201119524
Date: 08/12/2021
Page: 1 of 1

Sold To:
1100460 - WINKLER COUNTY

Bill To:
1100460 - WINKLER COUNTY
100 E WINKLER
KERMIT TX 79745

Ship To:
2101208 - WINKLER COUNTY
DLVD ANNUAL SUPPLY
DLVD WINKLER COUNTY TX
WINKLER COUNTY TX 79789

Shipped From: 4000-HAC TRM NM ARTESIA
FOB: Destination MOT: TRUCK

Contract Number: 0040010918
Customer Reference: ROAD RIDGE

Please Remit To:
Bank of America
ABA 026009593
HollyFrontier Refining & Marketing LLC
Acct 4426325970
FBO HollyFrontier Refin & Mkt
Payment Method: WIRE

Terms:
Net 30 days from Invoice date

Due Date: 09/10/2021

Comment:
ROAD RIDGE

Table with 5 columns: Material, Quantity, UOM, Unit Price, Amount. Row 1: EMULSION HFE-90, 5,619.162, GA N, \$ 2.25, \$ 12,643.11. Row 2: TOTALS, 5,619.162, N, \$ 12,643.11.

BOL Ref: 813192
Carrier: GRTT GROENDYKE TRANSPORT INC
Shipping Date and Time: 08/12/2021 02:16:25
8967

Billing Questions?
Please contact the following:
Arizona (480) 256-1900
New Mexico (800) 548-3010
E-mail asphalt.contracts@hollyfrontier.com

RECEIVED

AUG 16 2021

AUDITOR'S OFFICE

emulsion
TX Dot Grant

103160780

Agenda 8/23/2021

INVOICE



HollyFrontier Refining & Marketing LLC
2828 N. Harwood St, Suite 1300
Dallas TX 75201-1507

Invoice Number: 201119525
Date: 08/12/2021
Page: 1 of 1

Sold To:
1100460 - WINKLER COUNTY

Bill To:
1100460 - WINKLER COUNTY
100 E WINKLER
KERMIT TX 79745

Ship To:
2101208 - WINKLER COUNTY
DLVD ANNUAL SUPPLY
DLVD WINKLER COUNTY TX
WINKLER COUNTY TX 79789

Shipped From: 4000-HAC TRM NM ARTESIA
FOB: Destination MOT: TRUCK

Please Remit To:
Bank of America
ABA 026009593
HollyFrontier Refining & Marketing LLC
Acct 4426325970
FBO HollyFrontier Refin & Mkt
Payment Method: WIRE

Terms:
Net 30 days from Invoice date

Due Date: 09/10/2021

Comment:
ROAD RIDGE

Contract Number: 0040010918
Customer Reference: ROAD RIDGE

Table with 5 columns: Material, Quantity, UOM, Unit Price, Amount. Row 1: EMULSION HFE-90, 5,655.090, GA N \$, 2.25 \$, 12,723.95. Row 2: TOTALS, 5,655.090, N \$, 12,723.95.

BOL Ref: 813194
Carrier: GRTT GROENDYKE TRANSPORT INC
Shipping Date and Time: 08/12/2021 04:34:06
5457

Billing Questions?
Please contact the following:
Arizona (480) 256-1900
New Mexico (800) 548-3010
E-mail asphalt.contracts@hollyfrontier.com

emulsion
TX Dot Grant
103160780 Agenda 8/23/21

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AUG 16 2021
AUDITOR'S OFFICE

INVOICE



HollyFrontier Refining & Marketing LLC  
2828 N. Harwood St, Suite 1300  
Dallas TX 75201-1507

Invoice Number: 201119526  
Date: 08/12/2021  
Page: 1 of 1

Sold To:  
1100460 - WINKLER COUNTY

Bill To:  
1100460 - WINKLER COUNTY  
100 E WINKLER  
KERMIT TX 79745

Ship To:  
2101208 - WINKLER COUNTY  
DLVD ANNUAL SUPPLY  
DLVD WINKLER COUNTY TX  
WINKLER COUNTY TX 79789

Shipped From: 4000-HAC TRM NM ARTESIA  
FOB: Destination MOT: TRUCK

Contract Number: 0040010918  
Customer Reference: ROAD RIDGE

Please Remit To:  
Bank of America  
ABA 026009593  
HollyFrontier Refining & Marketing LLC  
Acct 4426325970  
FBO HollyFrontier Refin & Mkt  
Payment Method: WIRE

Terms:  
Net 30 days from Invoice date

Due Date: 09/10/2021

Comment:  
ROAD RIDGE

CR# 133  
# 305  
# 302

Material	Quantity	UOM	Unit Price	Amount
BOL Ref: 813195 Carrier: GRTT GROENDYKE TRANSPORT INC Shipping Date and Time: 08/12/2021 05:51:53 5453				
EMULSION HFE-90	5,597.605	GA N	\$ 2.25	\$ 12,594.61
<b>TOTALS</b>	<b>5,597.605</b>		<b>N \$</b>	<b>12,594.61</b>

Billing Questions?

Please contact the following:  
Arizona (480) 256-1900  
New Mexico (800) 548-3010  
E-mail asphalt.contracts@hollyfrontier.com

TX DOT Grant  
emulsion

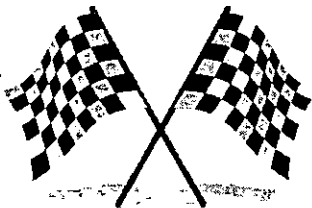
103140780

Agenda 8/23/21

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AUG 16 2021  
AUDITOR'S OFFICE

# Invoice

**DON WISE**  
 TRANSPORTATION SERVICES, INC.  
 3201 SOUTH COUNTY ROAD 1069  
 MIDLAND, TEXAS 79706  
 YOU CALL  
 1-877 DON WISE  
 WE HAUL



<b>Date</b>	<b>Invoice No.</b>
08/12/21	10191

<b>Bill To</b>
Winkler County, Texas County Auditor Court House Drawer O Kermit, TX 79745

<b>Ship To</b>
Winkler County, Texas County Barn Kermit, TX

<b>P.O. Number</b>	<b>Terms</b>	<b>Rep</b>	<b>Ship Date</b>	<b>Ship Via</b>	<b>F.O.B.</b>	<b>Ordered by</b>
none given	Net 10th	DLW	08/12/21	our truck	destination	Billy Stevens

TICKET #	Quantity	Description	Price Each	Amount
15740	24.76	premix--ton	116.17	2,876.37

103160760

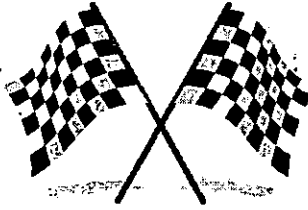
Stock

RECEIVED  
 AUG 16 2021  
 AUDITOR'S OFFICE

OUR CUSTOMERS ARE SIMPLY THE BEST PEOPLE BUT YOU KNEW THAT!!!!!!!!!!!!	<b>Total</b> <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">\$2,876.37</span>
---	---

Agenda 8/23/2021

**DON WISE**  
 TRANSPORTATION SERVICES, INC.  
 3201 SOUTH COUNTY ROAD 1069  
 MIDLAND, TEXAS 79706  
 YOU CALL  
 1-877 DON WISE  
 WE HAUL



# Invoice

<b>Date</b>	<b>Invoice No.</b>
08/10/21	10189

<b>Bill To</b>
Winkler County, Texas County Auditor Court House Drawer O Kermit, TX 79745

<b>Ship To</b>
Winkler County, Texas County Barn Kermit, TX

<b>P.O. Number</b>	<b>Terms</b>	<b>Rep</b>	<b>Ship Date</b>	<b>Ship Via</b>	<b>F.O.B.</b>	<b>Ordered by</b>
none given	Net 10th	DLW	08/10/21	our truck	destination	Bily Stevens

TICKET #	Quantity	Description	Price Each	Amount
15729	25	premix--ton	116.17	2,904.25

103160760

RECEIVED  
 AUG 16 2021  
 AUDITOR'S OFFICE  
 Stack

OUR CUSTOMERS ARE SIMPLY THE BEST PEOPLE BUT YOU KNEW THAT!!!!!!!!!!!!	<b>Total</b>	<b>\$2,904.25</b>
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Agenda 8/23/2021



REMIT TO: **Capitol Aggregates, Inc.**  
 P.O. Box 840860  
 Dallas, Texas 75284-0860  
 210-871-6136

INVOICE	198642
PAGE	Page 1 of 1
DATE	8/6/2021
TERMS	Net 30 Days
P.O.	
ACCT NO.	038004
ORDER	26982

SOLD TO WINKLER COUNTY  
 P O DRAWER 0  
 KERMIT, TX 79745

SP 04 - WINKLER CO SEAL COAT 2021  
 CR # 302

Ticket	Date	Location	Product	Qty	-----Material-----		-----Freight-----		Other Charges	Tax Amount	Total
					Rate	Amount	Rate	Amount			
41254859	8/5/2021	41	Grade 5	24.44	\$17.00	\$415.48	15.87	\$387.86	\$0.00	\$0.00	\$803.34
41254864	8/5/2021	41	Grade 5	25.25	\$17.00	\$429.25	15.87	\$400.72	\$0.00	\$0.00	\$829.97
41254865	8/5/2021	41	Grade 5	26.69	\$17.00	\$453.73	15.87	\$423.57	\$0.00	\$0.00	\$877.30
41254866	8/5/2021	41	Grade 5	24.96	\$17.00	\$424.32	15.87	\$396.12	\$0.00	\$0.00	\$820.44
41254869	8/5/2021	41	Grade 5	24.78	\$17.00	\$421.26	15.87	\$393.26	\$0.00	\$0.00	\$814.52
41254899	8/5/2021	41	Grade 5	25.30	\$17.00	\$430.10	15.87	\$401.51	\$0.00	\$0.00	\$831.61
41254901	8/5/2021	41	Grade 5	26.17	\$17.00	\$444.89	15.87	\$415.32	\$0.00	\$0.00	\$860.21
41254902	8/5/2021	41	Grade 5	24.97	\$17.00	\$424.49	15.87	\$396.27	\$0.00	\$0.00	\$820.76
41254903	8/5/2021	41	Grade 5	24.50	\$17.00	\$416.50	15.87	\$388.82	\$0.00	\$0.00	\$805.32
41254907	8/5/2021	41	Grade 5	24.78	\$17.00	\$421.26	15.87	\$393.26	\$0.00	\$0.00	\$814.52
41254938	8/5/2021	41	Grade 5	26.02	\$17.00	\$442.34	15.87	\$412.94	\$0.00	\$0.00	\$855.28
41254940	8/5/2021	41	Grade 5	25.55	\$17.00	\$434.35	15.87	\$405.48	\$0.00	\$0.00	\$839.83
41254941	8/5/2021	41	Grade 5	24.67	\$17.00	\$419.39	15.87	\$391.51	\$0.00	\$0.00	\$810.90
41254943	8/5/2021	41	Grade 5	24.48	\$17.00	\$416.16	15.87	\$388.50	\$0.00	\$0.00	\$804.66
41254945	8/5/2021	41	Grade 5	24.47	\$17.00	\$415.99	15.87	\$388.34	\$0.00	\$0.00	\$804.33
41254979	8/5/2021	41	Grade 5	23.38	\$17.00	\$397.46	15.87	\$371.04	\$0.00	\$0.00	\$768.50
41254993	8/6/2021	41	Grade 5	25.65	\$17.00	\$436.05	15.87	\$407.07	\$0.00	\$0.00	\$843.12
41254995	8/6/2021	41	Grade 5	26.51	\$17.00	\$450.67	15.87	\$420.71	\$0.00	\$0.00	\$871.38
41255000	8/6/2021	41	Grade 5	24.91	\$17.00	\$423.47	15.87	\$395.32	\$0.00	\$0.00	\$818.79
41255027	8/6/2021	41	Grade 5	25.74	\$17.00	\$437.58	15.87	\$408.49	\$0.00	\$0.00	\$846.07
41255028	8/6/2021	41	Grade 5	24.94	\$17.00	\$423.98	15.87	\$395.80	\$0.00	\$0.00	\$819.78
41255060	8/6/2021	41	Grade 5	25.07	\$17.00	\$426.19	15.87	\$397.86	\$0.00	\$0.00	\$824.05
41255061	8/6/2021	41	Grade 5	24.78	\$17.00	\$421.26	15.87	\$393.26	\$0.00	\$0.00	\$814.52
41255067	8/6/2021	41	Grade 5	25.71	\$17.00	\$437.07	15.87	\$408.02	\$0.00	\$0.00	\$845.09

Invoice Total 603.72 Ton \$10,263.24 \$9,581.05 \$0.00 \$0.00 \$19,844.29

Total Invoice ----- > \$19,844.29

Agenda 8/23/2021  
 TX DOT Grant/Gravel  
 103160780

RECEIVED  
 AUG 12 2021  
 AUDITOR'S OFFICE



## CLINICAL AFFILIATION AGREEMENT

### Winkler County EMS And School of EMS

This agreement made and entered into this (date) **August 23<sup>rd</sup>, 2021** by and between **Winkler County EMS** hereinafter referred to as the "clinical site") and the School of EMS (hereinafter referred to as "School of EMS") and will continue until the agreement is terminated by either party.

#### I. PURPOSE

The clinical site shall provide the School of EMS students with practical experience in EMS-based patient care activities through the clinical site's owned entities and the School of EMS shall provide the student with academic experience.

#### II. RESPONSIBILITIES OF THE CLINICAL SITE

The clinical site shall:

- A. Provide cooperation to ensure students of the School of EMS receive an effective clinical experience.
- B. Provide a suitable clinical experience situation as prescribed by the curriculum provided by the School of EMS and outlined by the National Highway Traffic Safety Administration.
- C. Assist with clinical teaching and supervision of agreed upon number of students of the School of EMS.
- D. Ensure the standards of patient care established by the clinical site remain in control of the employees.
- E. Reserve the right to determine the manner in which the clinical site's owned equipment and supplies shall be used and operated.
- F. Provide a contact person for the School of EMS at the clinical site so as to facilitate interaction between the training program and our system.

#### III. RESPONSIBILITIES OF THE SCHOOL OF EMS

The School of EMS shall:

- A. Ensure that students who use the clinical site's facilities will abide by the clinical site's policies.
- B. Ensure students of the School of EMS will have professional liability insurance in the appropriate amount prior to beginning clinical experience with the clinical site.
- C. Ensure each student has been provided infection control training as outlined by the Department of Transportation knowledge objectives for EMS courses.
- D. Ensure each student has been provided HIPAA training in accordance with the Federal and State guidelines.
- E. Ensure each student has been cleared through a background check to include the federal inclusion/exclusion list.
- F. Ensure each student has passed a 10-panel drug screen.
- G. Ensure that documentation has been established by the School of EMS on how students are determined to be proficient in both basic and advanced skills which are expected to be utilized in the clinical internship setting.
- H. Provides each student a Competency Check List so that the student may present this to the clinical site's facility they are assigned to during all internship assignments.
- I. Consider promptly any complaint made by the clinical site against a student in accordance with the School of EMS standards and procedures of disciplinary action.
- J. Shall provide preceptor training to relevant clinical site staff at the clinical location(s) or via online services.

#### IV. HOLD HARMLESS

The School of EMS agrees and is bound to hold the clinical site whole and harmless against any and all claims for damages, costs and expenses to persons or property that may arise out of or be occasioned by this contract or any activities or from any act or omission of any teacher or student involved in the School of EMS.



**V. RESPONSIBILITIES OF THE CLINICAL SITE AND THE SCHOOL OF EMS**

The clinical site and the School of EMS shall:

- A. Agree upon the number of students to be placed at the clinical site for clinical rotations.
- B. Revise and modify this contract in writing if both parties agree to the revision or modification.

**VI. TERMINATION**

This contract may be terminated by either party upon one hundred eighty (180) days written notice to the other party by registered mail, return receipt requested. The termination shall not take effect until students who are enrolled at the time such notice is given have completed the courses in which they are enrolled.

**VII. DISCRIMINATION**

The clinical site and the School of EMS shall not lawfully discriminate in their respective performance of this contract.

**VIII. CONTACT PERSONS**

The contact person and authorized designee of the School of EMS for the purposes of this agreement is:

Name: Vicky LaMay  
Title: Director of Clinical Services  
Email: [clinicals@schoolofems.org](mailto:clinicals@schoolofems.org)  
Address: 115 Jordan Plaza Blvd.  
Tyler, Texas 75704  
Phone Number: (903) 399-1463

The contact person and authorized designee of the Clinical Site for the purposes of this agreement is:

Name: Sandra Shepard  
Email: [winklercountyems@co.winkler.tx.us](mailto:winklercountyems@co.winkler.tx.us)  
Address: 1310 Bellaire St. Kermit, Texas 79745  
Phone Number: 432-586-2055

EXECUTED on August 23<sup>rd</sup>, 2021. The clinical site and the School of EMS have executed this agreement by and through one of its duty authorized officers, thereby binding themselves, their successors and assignees and representatives for the faithful and full performance of the terms and provisions of this contract.

Winkler County EMS

School of EMS

Signature:

Signature:

Name: Hon. Judge Charles Wolf

Name: Vicky LaMay

Title: County Judge

Title: Director of Clinical Services

Signature:

Signature:

Name: Sandra Shepard

Name: TC Howard

Title: EMS Director

Title: Chief Operating Officer





# NWCT.EMS.RESOURCES

P.O. BOX 416 SPEARMAN, TX 79081

## CLINICAL AFFILIATION AGREEMENT Between

NWCT EMS Resources

and

Winkler County EMS

This agreement made this 23<sup>rd</sup> day of August 2021,

### Agree as follows:

#### I. GENERAL PROVISIONS:

##### A. PURPOSE OF AGREEMENT:

This affiliation is for the sole and limited purpose of providing supervised clinical experience for the Emergency Medical Technician Students enrolled through the NWCT EMS Resources. This agreement covers required clinical time and procedures only. Students will receive all classroom instruction at the NWCT EMS Resources Training Facility unless otherwise stated.

#### II. PROVISIONS ON THE PART OF NWCT EMS RESOURCES:

##### A. STUDENT DRESS CODE:

The student shall wear the required clothing for all clinical experiences. At the discretion of the instructor this could include a white lab coat or smock, the student will be required to wear appropriate attire, including clean, comfortable, dark shoes, clean dark slacks and button-front shirts or polo type shirts. The student will have a name tag to identify the student by name and status.

##### B. STUDENT CONDUCT/REMOVAL FROM PROGRAM:

Students may be dropped from class without prior notice if they discuss patients, physicians, nurses, hospital, or ambulance services in any manner which would breach professional confidence. Each student shall be required to sign a confidentiality agreement prior to clinical rotation. NWCT EMS Resources agrees to comply with Clinical Affiliate's recommendation for removal of a student from the program if it is found that the student's performance or conduct is detrimental to patients or staff or other medical staff as defined by the Clinical Affiliate. The Affiliating Agency may request in writing the withdrawal of any student or faculty from clinical activities at the Affiliating Agency for cause, and upon such written request, the student or faculty shall no longer participate in any Affiliating Agency activities.

##### C. NONDISCRIMINATION:

NWCT EMS Resources affirms that it is an equal educational opportunity provider which does not discriminate against students or others on the basis of sex, race, creed, religion or national origin.

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## D. PROFESSIONAL LIABILITY INSURANCE:

Upon request NWCT EMS Resources will provide Proof of Student blanket liability insurance.

## E. COURSE APPROVAL

NWCT EMS Resources Training Program assumes responsibility for any necessary approvals by the Texas Department of State Health Services.

## F. BASIC PREPARATION:

NWCT EMS Resources will provide appropriate and necessary classroom lecture and pre-clinical lab experiences to students prior to placing a student in the clinical environment for clinical experience.

## G. COURSE COORDINATOR:

NWCT EMS Resources will designate a staff member as the course representative that is responsible for the direction of the student program and function as a liaison between the Clinical Affiliate and NWCT EMS Resources. The staff member shall plan with the Director of Emergency Services or other designated Clinical Affiliate Contact the assignments of students and provide the information which may affect the Clinical Affiliate.

## H: STUDENT DUTIES:

NWCT EMS Resources will not allow students to give service to patients in the Clinical setting apart from that rendered for its educational value as part of the planned educational program.

### III. PROVISIONS ON THE PART OF THE CLINICAL AFFILIATE

#### A. ACCEPTANCE OF STUDENTS:

Clinical Affiliate will accept students in accordance with the needs of the program and the ability of the Clinical Affiliate to provide the required learning experience.

#### B. COORDINATION:

Clinical Affiliate will provide a qualified contact or other designee to act as liaison with the NWCT EMS Resources, Staff or Instructor in scheduling of students.

#### C. LEARNING EXPERIENCE:

Clinical Affiliate will accept that the status of the student is one of a learner and that student will not replace members of the staff. Students shall be allowed clinical rotations for predetermined shifts as decided between the clinical site and class instructor.

#### D. EQUIPMENT AND FACILITIES:

1. Clinical Affiliate will make available, or permit use of:
2. Patient care and service facilities, as required;

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3. Supplies and equipment required for patient care;
4. Relevant patient records, subject to all applicable safeguards of patient confidentiality in accordance with established Clinical Affiliate policies and procedures;
5. Occasional use of conference room or area for use by students and instructor.

## E. REFUSAL OF ACCESS:

Clinical Affiliate may refuse access to its clinical areas to any student who does not meet Clinical Affiliate's standards for safety, health, or ethical behavior.

## F. PROBLEM RESOLUTION:

Clinical Affiliate will resolve any problem situation in favor of the patient's welfare and prevent the student involved from participation in clinical experience until the incident can be clarified by the Clinical Affiliate Staff and NWCT EMS Resources Staff or Instructor.

## G. EMERGENCY CARE:

Clinical Affiliate will provide emergency first aid medical care in case of an accident occurring on duty. Students are responsible for costs associated with any care received due to illness or injury, regardless of the cause. All expenses incurred as a result of an injury or illness while performing their duties, as a faculty member or student shall be the responsibility of the individual.

## H. DISEASE EXPOSURE:

All NWCT EMS Resources students and faculty shall have a current TB skin test with documented proof available upon request. Any expenses due to recommended testing following an exposure to a communicable disease shall be the responsibility of the individual. The facility should make the attempt to follow the Occupational Safety and Health Administration (OSHA) Final Rule for Occupational Exposure to Blood-borne Pathogens. Students have a signed COVID19 screening procedure in place and on file. Each student with self-monitor and pre-screen before attending each clinical shift.

## IV. ADDITIONAL PROVISIONS

Students will be allowed to work at the skill level of the class they are currently enrolled. I.e; Basic Students can do basic skills, Advanced EMT students can do advanced skills, such as IV access, blood draws, advanced airway placement. .

### A. CHANGES TO THIS AGREEMENT:

The terms and conditions of this Agreement may be amended or deleted only upon written agreement of both parties.

### B. DURATION OF AGREEMENT:

This agreement will automatically renew annually unless cancelled in writing by either party.

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## C. CANCELLATION OF AGREEMENT:

Cancellation of this agreement may be initiated by either party immediately by a written notice of intent.

## V. Preceptor Information

NWCT students are expected to be professional, engaged, and follow appropriate infection disease protocols. They have their own PPE if requested. If at any time the staff of the facility or service feel our students are not behaving in a manner consistent with standard practices, the student should be dismissed for the day. Contact should be made with Susan Martin, Course Facilitator (325-2345285), Eddie Martin, Program Director (325-226-4808), or Justin Boyd, NWCT Course Coordinator/President (806-270-0870). NWCT EMS Resources will take all complaints seriously and the student will not be allowed back to the facility or service.

## ACCEPTANCE OF AGREEMENT:

Northwest Central Texas EMS Resources

Winkler County EMS

P.O. Box 416

1310 Bellaire St.

Spearman, Texas 79081

Kermit, Texas 79745

Signed: Eddie Martin

Signed: \_\_\_\_\_

Printed Name: Eddie Martin

Printed Name: Hon. Judge Charles Wolf

Title: Program Director

Title: County Judge

Date: August 23<sup>rd</sup>, 2021

Date: August 23<sup>rd</sup>. 2021

Thank you for considering and signing the affiliation agreement with NWCT EMS Resources, please provide us with the contact information for person who we will schedule our student rotations.

Name: Sandra Shepard Title: EMS Director

Email: winklercountyems@co.winkler.tx.us Phone: 432-586-2055

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THE STATE OF TEXAS  
COUNTY OF TAYLOR

TAYLOR COUNTY JUVENILE JUSTICE CENTER  
CONTRACT AND AGREEMENT

This contract is between the **COUNTY OF TAYLOR, TEXAS**, hereinafter referred to as **TAYLOR COUNTY**, acting through its duly authorized representatives, the Taylor County Commissioners Court, Downing A. Bolls, Jr., Taylor County Judge; **WINKLER COUNTY, TEXAS**, herein after referred to as **CONTRACTING COUNTY**, acting through its duly authorized representatives regarding the Taylor County Juvenile Justice Center.

The Facility serves as a pre-adjudication facility, and has been inspected and certified as suitable for the detention of children

The Facility is operated by **TAYLOR COUNTY, TEXAS**, through the **TAYLOR COUNTY JUVENILE JUSTICE CENTER**, hereinafter referred to as **TCJJC**. All programs are operated in accordance with all applicable Texas Juvenile Justice Department Standards.

1. If either party hereto determines, in its judgment, that the Contract cannot be successfully continued, or desires to terminate this Contract, then the party so desiring to terminate, may do so by completing the procedures listed below.

**Termination for Cause:** In addition to other provisions herein allowing termination, this Contract may be terminated with or without notice by either party if the other party commits a material breach of any term of this Contract.

**Termination Without Cause:** This Contract may be terminated by either party upon thirty- (30) day's written notice to the other party of its intent to terminate this Contract.

**Termination by Mutual Consent:** This contract may be terminated by mutual consent of both parties at any time after a document of termination by mutual consent has been signed by the authorized representative of both parties.

**Negotiation Prior to Termination:** If a party gives notice of its intent to terminate this Contract, the **CONTRACTING COUNTY** and **TCJJC** will attempt to resolve any issues related to the anticipated termination in good faith during the notice period. During this time, **TCJJC** will continue to have the responsibility to provide services to program participants and the **CONTRACTING COUNTY** will continue to have responsibility to pay for the services in the manner specified in this Contract.

**Effect of Termination:** Except as expressly provided herein, upon termination of this Contract, the **CONTRACTING COUNTY** and **TCJJC** will be discharged from any further obligation created under the terms of this Contract, except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination. Termination does not, however, constitute a waiver of any remedies for breach of this Contract.

**Severability:** The invalidity or unenforceability of any term or provision of this Contract shall in no way affect the validity or enforcement of any other term or provision herein.

**Assignment/Transferability:** Parties under this Contract shall not have the right to assign or transfer rights to any third party without prior written consent by the other party.

**Governing Law and Venue:** The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the law of the State of Texas, and all venue shall be in Abilene, Taylor County, Texas, unless agreed upon in writing by the **CONTRACTING COUNTY** and **TAYLOR COUNTY**.

2. **TCJJC** will provide program components, room, board, supervision, and care (24) twenty-four hours per day. At a minimum, program components will include educational programs, recreational, counseling programs and process groups.

3. The **CONTRACTING COUNTY** agrees to pay the facility the daily rate of **\$125.00** per day for each space utilized. **TCJJC** will be responsible for accounting, billing and payments for the operation of the facility and the **CONTRACTING COUNTY** shall pay in accordance with directives of **TCJJC**.

The **CONTRACTING COUNTY** shall receive a detailed statement each month when it has a placed youth in the facility. Payment for bed space is due by the first working day of the following month. Payments should be directed to:

Taylor County Juvenile Justice Center  
889 S. 25<sup>th</sup> St  
Abilene, Texas 79602  
Attn: Allison A. Stafford, Chief Juvenile Probation Officer

4. If emergency examinations, treatments or hospitalization outside the Facility is required for a juvenile placed in the facility, the Administrator of the Facility is authorized to secure such examination, treatment, or hospitalization at the expense of the **CONTRACTING COUNTY**, and to bill the **CONTRACTING COUNTY** for the same. The Facility Administrator or designee will notify the **CONTRACTING COUNTY** within (24) twenty-four regular working hours of its occurrence. The Facility Administrator is further authorized to approve transfers to other tertiary care centers when the situation warrants. In the absence of the Facility Administrator, the supervising officer is authorized to secure medical services and approve transfer. The **CONTRACTING COUNTY** further agrees to reimburse **TCJJC** for all medical expenses necessary for the health, safety, and welfare of the **CONTRACTING COUNTY's** juvenile.

5. Juvenile's placed in the facility by the **CONTRACTING COUNTY** who is alleged to have engaged in delinquent conduct or conduct indicating a need of supervision (CINS) will be admitted to the facility under the authority of the Juvenile Court of the **CONTRACTING COUNTY**, or its designated official. Juvenile's not released within 48 hours (excluding weekends and holidays) must have a detention hearing in the Juvenile Court of the **CONTRACTING COUNTY**, in accordance with Texas Family Code, Title III, Section 54.01. **TCJJC** retains the right and responsibility to refuse admission of any juvenile from **CONTRACTING COUNTY** if said documents are not provided at admission.

6. Each juvenile shall be required to follow the rules and regulations of conduct as fixed and determined by the Facility Administrator and the staff of the facility. If the juvenile from the **CONTRACTING COUNTY** is accepted by the Facility and such juvenile thereafter is found, in the sole judgement of the Facility Administrator, to be either mentally or physically unfit, dangerous, unmanageable, unsuitable for the program, or a combination of such conditions or characteristics, or whose mental or physical health condition would or might endanger the juvenile or the other occupants of the facility, then upon such determination and notification by the Facility Administrator to the **CONTRACTING COUNTY**, **CONTRACTING COUNTY** shall remove or cause to be removed such juvenile from the facility.

7. Acceptance of the juvenile into the detention facility will be determined by space availability. In the event overcrowding exists in the detention facility, **TCJJC** retains the right to require the **CONTRACTING COUNTY** to remove juvenile(s).

8. Under Section 231.006 of the Texas Family Code, TJJJC certifies that the entity named in this Contract is not ineligible to receive the specific grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate. **TCJJC** and **TAYLOR COUNTY** maintain a relationship of good standing with the Texas Comptroller of Public Accounts. **TCJJC** and **TAYLOR COUNTY** use and employ Generally Accepted Accounting Principles (GAAP). **TCJJC** and **TAYLOR COUNTY** are audited by an outside, independent authority at least annually, and must comply with periodic financial reporting procedures.

9. a. **TCJJC** adheres to all applicable State and Federal laws and regulations pertinent to its provision of services. The facility complies with all applicable regulatory agency policies, procedures, and administrative rules. **TCJJC** possesses and maintains all applicable or required, current State licenses, certifications, registrations, and regulatory permits for a child care facility. Copies of licenses, certifications, and permits will be provided to the **CONTRACTING COUNTY** upon receipt of written request for these documents. The administrator of **TCJJC** will disclose to **CONTRACTING COUNTIES** any pending or initiated criminal or governmental investigations and results/findings related to the facility.

9.b. **CONTRACTING COUNTY** and **TCJJC** shall comply with all Federal, State, County, and City laws, ordinances, regulations and standards applicable to the provision of services described herein and performances of all obligations undertaken pursuant to this Contract, including the Prison Rape Elimination Act of 2003 (PREA).

Under PREA, the Administrator of **TCJJC** shall make available to the **CONTRACTING COUNTY**, 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 Section 115.387(e) and (f)]

**TCJJC** complies with the standards of the Prison Rape Elimination Act (PREA) and has zero tolerance towards all forms of sexual abuse, sexual harassment, and retaliation for reporting or assisting in the investigation of such incidents.

All agencies contracting with **TCJJC** for detention of residents have the right to monitor the facility to ensure compliance with PREA standards



If a resident from **CONTRACTING COUNTY** alleges that he/she was abused while in the custody **TCJJC**, an administrative investigation of the incident will be conducted and **TCJJC** will refer the allegations to the Taylor County Sheriff's Office for criminal investigation.

**TCJJC** will contact the **CONTRACTING COUNTY'S** Chief Juvenile Probation Officer as soon as possible, but within seventy two (72) hours, to inform him/her of the allegation and will provide periodic updates as to the status of the ongoing investigation.

The resident victim will be offered a forensic medical exam at no financial cost to the resident or the **CONTRACTING COUNTY** where evidentiary or medically appropriate, a victim advocate for support during for forensic medical examination, investigation interviews, and as needed for emotional support, crisis intervention, information and referrals.

**TCJJC** will provide medical and mental health services to any resident who has been a victim of sexual abuse while confined in **TCJJC** at no cost to the resident or **CONTRACTING COUNTY** for the duration of care determined by a qualified medical and mental health practitioner.

10. **TCJJC** accounts separately for the receipt and expenditure of any and all funds received under this Contract, or any funds received from the State of Texas, or funds received from any Federal Program.

11. **TCJJC** maintains all applicable records for a minimum of SEVEN (7) years, or until any pending audits and all questions arising thereof have been resolved.

12. The **CONTRACTING COUNTY** understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. The **CONTRACTING COUNTY** further agrees to cooperate fully with State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. The **CONTRACTING COUNTY** and **TCJJC** will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the **CONTRACTING COUNTY** and the requirement to cooperate is included in any subcontract it awards.

13. **TCJJC** understands that funds for payment have been provided through the **CONTRACTING COUNTY'S** budget approval process, for this fiscal year only. State of Texas statues prohibit the obligation and expenditures of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise beyond the end of the **CONTRACT COUNTY'S** current fiscal year shall be subject to budget approval.

14. Regardless of the date of the execution of this Agreement and Contract, it will be effective from September 1, 2021, and terminate August 31, 2022, unless terminated before the expiration date.

15. Amendment: This Contract may be amended or changed only by mutual written consent of an authorized representative of both parties of the Contract.

16. Entire Agreement: This Contract supersedes all other prior agreements, either oral or written between the parties with respect to the professional services to be provided by **TAYLOR COUNTY** to **CONTRACTING COUNTY** and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner. Each party to this Contract acknowledges that no

inducements or promise, oral or otherwise, have been made by either party or anyone acting on behalf of either party that are not embodied in this Contract

17. Notices: Except as expressly provided herein, any notice required or permitted to be given under this Contract must be in writing and delivered in person or by registered or certified mail, return receipt requested, postage prepaid to the authorized representatives at the address shown below:

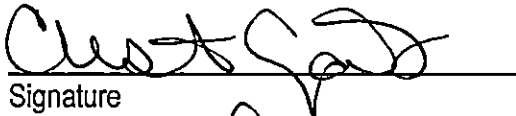
**CONTRACTING COUNTY:**

Christi Gonzales, Chief Juvenile Probation Officer  
PO Box 822  
Kermit, Texas 79745-0822

**TAYLOR COUNTY:**

Downing A. Bolls Jr.  
County Judge  
300 Oak Suite# 200  
Abilene, Texas 79602

**CONTRACTING COUNTY:**

  
Signature

Christi Gonzales  
Printed Name

**With a Copy To:**

Allison A. Stafford  
Chief Juvenile Probation Officer  
Taylor County Juvenile Justice Center  
889 S. 25<sup>th</sup> Street  
Abilene, Texas 79602

Chief JPO  
Title

Signature

Printed Name

Title

DATE: \_\_\_\_\_

**TAYLOR COUNTY:**

Downing A. Bolls Jr.  
Taylor County Judge

DATE: \_\_\_\_\_

**APPROVED AS TO CONTENT:**

Allison A Stafford,  
Chief Juvenile Probation Officer  
Taylor County Juvenile Justice Center

**TAYLOR COUNTY JUVENILE BOARD:**

By: \_\_\_\_\_  
Thomas Wheeler, Juvenile Board Chairman  
350<sup>th</sup> District Court Judge

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

**REVIEWED FOR FORM ONLY:**

James Hicks  
Criminal District Attorney  
Taylor County, Texas

**STATE OF TEXAS  
COUNTY OF TOM GREEN**

**Contract for Detention Services**

This Secure Pre-Adjudication Detention Services Contract and Agreement (“Agreement”) is entered into by and between the County of Tom Green, acting by and through its duly authorized representatives, the Commissioners’ Court of Tom Green County, Texas, Stephen C. Floyd, County Judge and the County of **Winkler County**, (“Contract County”), acting by and through its duly authorized representative, **County Judge and Representative of the Commissioner’s Court Charles M. Wolf**. This Agreement replaces and supersedes any previous agreements entered into between the parties for detention services.

WHEREAS, Tom Green County operates the Tom Green County Juvenile Justice Center, said Tom Green County Juvenile Justice Center having been duly inspected and certified as being suitable for the detention and treatment of children; and

WHEREAS, **Winkler County**, in order to carry out and conduct its juvenile program in accordance with the Juvenile Justice Code has need of the use of secure facilities to house and maintain a ‘child’, as defined in Section 51.02(2), Juvenile Justice Code, who is accused of having committed an offense and is awaiting court action, an administrative hearing or other transfer action.

WHEREAS, Tom Green County desires to make the facilities available to **Winkler County** for such use and purpose, and said county desires to contract for the use of said facilities:

ARTICLE I  
**PURPOSE**

- 1.01 The purpose of this Agreement is to provide the Contracting County with secure pre-adjudication detention services for children alleged to have committed delinquent conduct or conduct indicating a need for supervision and have been taken into custody based on probable cause.

ARTICLE II  
**TERM**

- 2.01 The term of this Agreement will commence on **September 1, 2021** and end on **August 31, 2022**.

ARTICLE III  
**PROVISION OF SERVICES**

- 3.01 **Detention Services**. Tom Green County agrees to provide the following detention services, which shall be limited to children accused of delinquent conduct or conduct indicating a need for supervision. Services shall include:

- A safe and secure environment
- 24 hour intake services
- Mental health screening
- Academic program
- Routine medical care
- Recreation program
- Crisis counseling

- 3.02 Basic Needs. The Tom Green County Juvenile Justice Center shall provide basic services, including: standard supervision by qualified adults, food and snacks, recreation, personal hygiene items, haircuts, transportation to local appointments, school supplies, room, (rent, utilities, maintenance, telephone) and miscellaneous.
- 3.03 Basic Medical Care. Basic medical care up to and including first aid will be provided within the facility. All other dental, medical, mental health, psychological testing, and laboratory services will be billed to Contract County.
- 3.04 Prescription Drugs. Prescription drugs will be the responsibility of Contract County. Ten days prior to the depletion of a supply, the child's Contract County Officer will be contacted in order for that child's parents to provide the prescription. If a new supply is not received five working days prior to the depletion of the prescription, the Administration Staff of the Tom Green County Juvenile Justice Center will order the script and Contract County will be billed.
- 3.05 Educational Services. In accordance with §29.012(b)(1) of the Texas Public Education Code, as a condition of this contract for residential services, the Tom Green County Juvenile Justice Center shall notify the San Angelo Independent School District in which the school is located not later than the third day after the date a child is placed in detention.
- 3.06 Injury & Illness. If a child in the Tom Green County Juvenile Justice Center becomes seriously ill or is involved in a serious accident, the Tom Green County Juvenile Justice Center will ensure that the child's parents and department are notified. Attempts will be made to notify the probation officer and parents immediately. If emergency examination, treatment, or hospitalization outside the Tom Green County Juvenile Justice Center is required for a child placed in the Tom Green County Juvenile Justice Center by Contract County, the Administration Staff of the Tom Green County Juvenile Justice Center is authorized to secure such examination, treatment, or hospitalization at a local medical facility at the expense of Contract County which will be billed for the same.

ARTICLE IV  
COMPENSATION

- 4.01 Payment Rate. Contract County agrees to pay Tom Green County the sum of **\$120.00** per day for each space utilized. This sum shall be paid to Tom Green County upon billing and paying procedures agreed upon by the contracting counties and the auditor of Tom Green County, Texas. The per day cost being the contracted amount but may not be the actual cost of care for children

in the facility. This fee does not exceed the actual cost of childcare in the Tom Green County Juvenile Tom Green County Juvenile Justice Center.

- 4.02 Payment Submission. Payment is to be made monthly. Claim for payment will be submitted no later than ten days from the last day of the month for which payment is being requested.
- 4.03 Additional Costs. If emergency examination, treatment, and/or hospitalization outside the facilities is required for a child placed in the facility by Contract County, the administrator of the facility is authorized to secure such examination, treatment, or hospitalization at the expense of Contract County and to request that Contract County be billed for the same. Contract County agrees to indemnify and hold harmless Tom Green County, its representatives, agents, and employees for any liability for charges for medical treatment, examination, and/or hospitalization. The administrator shall notify Contract County of such an emergency within twenty-four hours of its occurrence.
- 4.04 Furloughs. Tom Green County recognizes that time away from the Tom Green County Juvenile Justice Center may be necessary for situations such as hospitalization or pre-planned visits to placement facilities. Tom Green County must retain space for the child until their return. Contract County will pay Tom Green County the above agreed upon amount for such regularly scheduled days away from the Tom Green County Juvenile Justice Center and its program providing they do not exceed ten (10) days at any one time without prior written permission. Except in an emergency, or upon expiration of a court order, Tom Green County will not release a child to any person other than an agent for Contract County without express consent of Contract County. Any furlough will only be granted with prior approval of the Judge of Juvenile Court in Contract County or his designated representative.
- 4.05 Refund & Repayment. In the event of overpayment of funds or termination as described in Article XIV, Tom Green County shall refund any amount due to Contract County within 30 days.

ARTICLE V  
TERMS OF STAY

- 5.01 Availability. Contract County plans to utilize the Tom Green County Juvenile Justice Center on an “as space is available” basis and understands that acceptance of children into the facility will be determined by space availability. In the event overcrowding exists in the facility, Tom Green County retains the right to require Contract County to remove children.
- 5.02 Acceptance. The Tom Green County Juvenile Justice Center is under no obligation to accept a child who is deemed inappropriate for detention by the Administration Staff of the Tom Green County Juvenile Justice Center.
- 5.03 Custody. It is understood and agreed by the parties hereto that children placed in the facilities under the proper orders of the Juvenile Court of Contract County shall be maintained therein

except that the staff of the facility may take the children under supervision from the facility for medical treatment or other community services required.

- 5.04 Orders of Detention. It is further understood and agreed by the parties hereto that children placed in pre-adjudication care in the facilities shall be removed there from by Contract County, its agents, servants, or employees at the conclusion of the ten (10) day period authorized by the Court Order issued by the Judge of the Juvenile Court of Contract County unless a new Order has been issued authorizing the continued detention, and a copy of such Order has been delivered to the detention facility, or unless a waiver of ten (10) days hearing has been executed and a signed copy of the waiver delivered to the facility. A copy of the Order issued pursuant to waiver shall be furnished promptly to the facilities.
- 5.05 Youth Without Orders. It is further understood and agreed by the parties hereto that a child in pre-adjudication care who is not removed by Contract County, its agents, servants, or employees as noted in 5.04 by 12:00 o'clock noon of the tenth (10) working day of detention and a new Order authorizing continued detention has not been received at the detention facility, an employee of Tom Green County will deliver the child to the Juvenile Court of Contract County for which there will be an additional charge of .565 cents per mile, for a total mileage to and from Contract County.
- 5.06 Counties Without Facilities. For a county or department that does not operate a secure pre-adjudication facility, the ten (10) day period described in 5.04 and 5.05 shall be extended to fifteen (15) days.
- 5.07 Orders of Release. It is further understood and agreed by the parties hereto that children placed in pre-adjudication care in the facility shall not be removed prior to the conclusion of the Court Order except to the Probation Officer or as defined in 4.04, without delivery of an Order for Release signed by the Judge of the Juvenile Court of Contract County.
- 5.08 Operational Authority. It is further understood and agreed by the parties hereto that nothing in this contract shall be construed to permit Contract County, its agents, servants, or employees in any way to manage, control, direct, or instruct Tom Green County, its servants or employees in any manner respecting any of their work, duties, or functions pertaining to the maintenance and operation of the facilities. However, it is also understood that the Juvenile Court of Contract County shall control the conditions and terms of detention supervision as to a particular child pursuant to Texas Juvenile Justice Code 51.12.
- 5.09 Unauthorized Departure. If a child makes an unauthorized departure from the Tom Green County Juvenile Justice Center, Contract County shall be notified immediately. If a child makes an unauthorized departure from an agent of Contract County, while in detention at the Tom Green County Juvenile Justice Center, the Tom Green County Juvenile Justice Center will be notified as soon as possible.

- 5.10 Mental Health Commitments. If a child is accepted by the Tom Green County Juvenile Justice Center from Contract County and the Administration Staff has reason to believe that such child is mentally ill or suicidal, and has need of a mental health assessment, then the administrative staff shall notify Contract County, who shall then arrange for the child to be evaluated by a mental health professional. If the assessment determines that the child is in need of immediate mental health services and inappropriate for detention at the Tom Green County Juvenile Justice Center, Contract County may institute mental commitment proceedings. The Tom Green County Juvenile Justice Center may, based on their discretion, receive the child back into its custody, if such assessment does not indicate that the child is in need of immediate mental health services, or if the child is not committed to a mental health facility.

ARTICLE VI  
EVALUATION CRITERIA

- 6.01 Tom Green County will report on an annual basis as to the output and outcome measures listed below. The performance of Tom Green County in achieving the goals of this Agreement will be evaluated on the basis of the output and outcome measures contained in this section.
- A. Goals. Tom Green County's performance under this Agreement will be evaluated according to the following specific performance goals:
1. Ensure that each child is provided with a safe and secure environment.
  2. Ensure that each child's basic educational, medical, dental, and mental health needs are met.
- B. Outputs. Tom Green County's performance under this Agreement will be evaluated according to the following output measures:
1. The number of children who were placed at the Tom Green County Juvenile Justice Center during the monitoring period.
  2. The number of children who had no confirmed instances of abuse, neglect, or exploitation during their stay.
  3. The number of children who were provided with appropriate educational, medical, dental, and mental health (as needed) services.
- C. Outcomes. Contract County will further evaluate Tom Green County by the following outcome measures:
1. Percentage of children who had no confirmed instances of abuse, neglect, or exploitation during their stay.
  2. Percentage of children who were provided with appropriate educational, medical, dental, and mental health (as needed) services.

ARTICLE VII  
ACCOUNTING, REPORTING, & AUDITING

- 7.01 Eligible to Receive State Funds. The Tom Green County Juvenile Justice Center is owned and operated solely by Tom Green County and therefore exempt from certifying its eligibility to receive state funds.
- 7.02 Acceptance of State Funds. Tom Green County understands that acceptance of state funds, whether whole or in part, under this Agreement acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Tom Green County 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.
- 7.03 Generally Accepted Accounting Principles ("G.A.A.P."). Tom Green County acknowledges that state funds may be used to pay for services rendered to under this Agreement. For this reason, Tom Green County will account separately for the receipt and expenditure of all funds received from Contract County, the State of Texas, or any federal program, and will adhere to G.A.A.P. in the accounting, reporting and auditing of such funds.
- 7.04 Examination & Evaluation. Tom Green County will permit Contract County 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 (announced and unannounced), observation of programs in operation, desk auditing, and interview or questionnaire administration to Tom Green County staff and other individuals when deemed necessary.
- 7.05 Requests for Information. Tom Green County will comply in a timely and complete manner with all of Contract County's requests for information as a part of the monitoring, auditing, or investigatory process, including financial information, records, and documents related to evaluating costs of services provided for under this Agreement. When requested by Contract County, Tom Green County shall timely submit any files or records relating to services provided for under this Agreement to Contract County or its authorized designee as a part of the monitoring, auditing, or investigatory process.
- 7.06 Records Retention. Tom Green County will retain and make available to Contract County all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved.
- 7.07 Liability. Except with respect to defaults of subcontractors, Tom Green County shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of Tom Green County. If the failure to perform is caused by the default of a subcontractor, and without the fault or negligence of either of them, Tom Green County shall not be liable for any excess costs for failure to perform.



ARTICLE VIII  
REPRESENTATIONS

- 8.01 Authority to Contract. Tom Green County states that it has all necessary right, title, license and authority to enter into this Agreement.
- 8.02 Qualified to do Business. Tom Green County states 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 Tom Green, or any political subdivision thereof.
- 8.03 State Comptroller. Tom Green County states that it maintains good standing with the State Comptroller of Public Accounts and is not on vendor hold status.
- 8.04 Licensed. Tom Green County states that it holds all necessary licenses and staff certifications to provide the type(s) of services being provided for under this Agreement.
- 8.05 Legal Compliance. Tom Green County will adhere to all federal, state, county and city laws, ordinances, regulations, and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Agreement.
- 8.06 Assignment. Tom Green County will not assign or subcontract any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of Contract County.
- 8.07 Notice of Suit. Tom Green County will notify Contract County within five (5) days of receiving notice if any of Tom Green County's employees, volunteers, and other individuals acting under the auspices of Tom Green County is named as a party in a civil lawsuit or criminal proceeding if the lawsuit relates to services provided under this Agreement.
- 8.08 Health & Safety of Youth. Tom Green County will ensure that all of its programs, services, and facilities provide adequate health and safety protections, procedures, and policies for all youth being serviced.
- 8.09 TJJD Guidelines. The Tom Green County Juvenile Justice Center will be operated in accordance with standards promulgated by the Texas Juvenile Justice Department.
- 8.10 Confidentiality. Tom Green County will maintain strict confidentiality of all information and records relating to all children under the supervision of Contract County and will not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.
- 8.11 Judicial Proceedings or Hearings. Tom Green County will cooperate with and testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter Contract County considers necessary for the investigation of abuse, neglect or exploitation allegations, complaints, financial and programmatic audits or any other matter under its authority. Compliance with this provision is not intended as, nor does it constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.

- 8.12 Boycott Israel. Tom Green County has not, and will not boycott Israel during the term of this Agreement. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- 8.13 Officials Not to Benefit. No officer, member or employee of Tom Green County and no member of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which effects his personal interest or have any personal or pecuniary interest, direct or indirect in this Agreement or the proceeds thereof.

ARTICLE IX  
LAW & VENUE

- 9.01 Law & Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any litigation arising from this Agreement must be in Tom Green County, Texas.
- 9.02 Validity. In the event any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

ARTICLE X  
EQUAL OPPORTUNITY

- 10.01 Non-Discrimination. Tom Green County will respect and protect the civil and legal rights of all employees, children, and their parents in compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, The Americans with Disabilities Act of 1990, and all amendments to each, and all requirements imposed by the regulations pursuant to these acts. It will not unlawfully discriminate against any employee, prospective employee, child, parent/legal guardian/custodian on the basis of age, race, color, sex, religion, disability, national origin, or other legally protected categories, classes, or characteristics.
- 10.02 HIV/AIDS Guidelines. In accordance with Subtitle D, Title 2, Health and Safety Code, Chapter 85, Section 85.113 and 85.115, Tom Green County will adopt and implement workplace and confidentiality guidelines concerning persons with AIDS and HIV infection and related medical information. Tom Green County guidelines shall be consistent with guidelines published by the Texas Department of Health, and all other applicable regulations, policies and procedures.

ARTICLE XI  
PREA & DUTY TO REPORT

- 11.01 Prison Rape Elimination Act. Pursuant to 28 CFR, Part 115, Section 115.13 (Standards for Juvenile Facilities), Tom Green County, if providing services in a secure correctional facility under this Agreement, shall adopt and comply with the Juvenile Facility Standards set forth in the National Standards to Prevent, Detect, and Respond to Prison Rape Under the Prison Rape Elimination Act. At least once during the three-year period beginning on August 22, 2016, and at least once during each three-year period thereafter, Tom Green County shall ensure that the facility under its operational control is audited for compliance with PREA and shall make said audit results available to Contract County upon request.
- 11.02 Duty to Report. Tom Green County and all of its employees, volunteers, or other individuals will report any incident or allegation of any incident of abuse, neglect, exploitation, death or other serious incident involving a child as required by the facility's licensing authority, and in accordance with the reporting requirements of Texas Family Code §261.101. For the duration of a child's placement at the Tom Green County Juvenile Justice Center, Tom Green County will immediately notify the Juvenile Department of Contract County of any incident of serious abuse, neglect, exploitation, death, or other serious incident involving any child at the Tom Green County Juvenile Justice Center.

ARTICLE XII  
SANCTIONS & PENALTIES

- 12.01 Based on information from monitoring or other verifiable sources, Contract County may terminate this contract for the reasons set forth in Article XIV, or take actions including but not limited to: imposition of recommendations from an audit or investigation, removal of all Contract County children currently in the program, and/or cessation of placement.
- 12.02 Tom Green County acknowledges that a default or an event of default as defined in Article XII herein may result in payment being withheld or permanently suspended in whole or in part, and that Tom Green County may become ineligible to enter into future agreements with Contract County.

ARTICLE XIII  
DEFAULT

- 13.01 Tom Green County defaults by:
- A. Failing to comply with any federal or state law, administrative rule, or regulation applicable to the services provided herein;
  - B. Failing to perform its duties and responsibilities in accordance with the terms and conditions of this Agreement; or
  - C. Failing to achieve the defined goals and outcomes contained herein.

13.02 An event of default will occur when, after receiving notice of default by Contract County, Tom Green County does not cure such default within a period of ten (10) days (or such extension as authorized by Contract County in writing).

**ARTICLE XIV**  
**TERMINATION**

- 14.01 This Agreement may be terminated:
- A. Upon an event of default as defined in section 13.02 herein;
  - B. Upon 10 days' written notice by either party, to the other party; or
  - C. At any time by mutual agreement in a writing signed by both parties.
- 14.02 Termination of the child's detention with the Tom Green County Juvenile Justice Center shall occur only after notifying Contract County of the causes and with sufficient lead-time of at least two (2) days to allow alternate detention.

**ARTICLE XV**  
**EXECUTION**

15.01 Each person signing this Agreement warrants that he or she has power and authority to bind the party for which he or she signs to all of the terms and conditions of this Agreement.

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


**TOM GREEN COUNTY**

**WINKLER COUNTY**

\_\_\_\_\_  
**STEPHEN C. FLOYD,**  
County Judge and Presiding Officer  
Of Tom Green County, Texas  
Commissioners' Court

\_\_\_\_\_  
**CHARLES M. WOLF,**  
County Judge and Presiding Officer  
Of Winkler County, Texas  
Commissioners' Court

\_\_\_\_\_  
**MONICA Y. SCHNIERS,**  
Chief Juvenile Probation Officer  
Tom Green County

  
\_\_\_\_\_  
**CHRISTI GONZALES,**  
Chief Juvenile Probation Officer  
Winkler County

## Additional tool donation information

From: Michael Smith (michael@permianroadsafety.org)

To: winkler-emc@att.net

Date: Monday, August 16, 2021, 10:40 AM CDT

John,

As you requested, here's a breakdown of the additional equipment the PRSC was proud to donate to first responders in Winkler County. Please let me know if you need more information or need anything else.

Best regards,  
Mike Smith, PRSC

- 4 – Hurst Stongarm Jaws of Life tools with combi tips; \$10,999.00 each retail value
- 28 – BW H2S monitors; \$299 each retail value
- 4 – Amerex 10# fire extinguishers with heavy-duty bracket; \$219 each retail value
- 4 – Amerex 20# fire extinguishers with heavy-duty bracket; \$299 each retail value
- 4 – LZ PowerFlare Landing Zone notification kits; \$699 each retail value
- 3 - Honeywell Intellidox calibration stations for H2S monitors (includes valve and a small bottle of H2S gas); \$3,750 each retail value
- 8 - Jackson Maxview Face Shields; \$299 each retail value
- 8 - Short Extrication Gloves (pairs); \$69 each retail value
- 4 - Pelican 9490 Remote Lighting Kits; \$1,750 each retail value

Total retail value of the donation is \$78,430



**Kermit Electronics**

**Kermit Electronics**

312 S. Ave D  
Kermit  
79745  
4322080558  
steve@kermitelectronics.com

INVOICE

INV19120

DATE

08/04/2021

DUE

On Receipt

BALANCE DUE

USD \$3,969.00

**BILL TO**

**Winkler County Senior Center**

419 E. Campbell PO Box 475  
Kermit, Tx  
79745  
432-586-3631  
winklercounty419@gmail.com

DESCRIPTION	RATE	QTY	AMOUNT
<b>Speakers</b> Electro-Voice ZLX-15BT 15" 2-Way 1000W Bluetooth-Enabled Powered Loudspeaker 1 pair	\$998.00	1	\$998.00
<b>Monitors</b> Electro-Voice ZLX-12P 1000W 12" 2-Way Active Speaker 4 ea.	\$419.00	4	\$1,676.00
<b>Mixer</b> Ui-16 16-Channel Digital Mixer with Wi-Fi	\$899.00	1	\$899.00
<b>Microphones</b> Sennheiser e 835 Cardioid Dynamic Vocal Mics	\$99.00	4	\$396.00
<b>TOTAL</b>			<b>\$3,969.00</b>
<b>BALANCE DUE</b>			<b>USD \$3,969.00</b>

Thanks for your business!

**BROWN REYNOLDS WATFORD  
ARCHITECTS**



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

**INVOICE NO. 221-07093**

August 6, 2021  
Charles Wolf  
Winkler County  
100 E. Winkler  
Kermit, TX 79745

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

BRW Project No: 220020.00

Services rendered through July 31, 2021

	<u>Contract</u>	<u>Percent</u>	<u>Total</u>	<u>Prior</u>	<u>Current</u>
<b>PROFESSIONAL SERVICES</b>					
AS: Programing & Concept Design	18,500.00	100.00	18,500.00	18,500.00	0.00
Schematic Design	64,000.00	100.00	64,000.00	64,000.00	0.00
Design Development	64,000.00	100.00	64,000.00	64,000.00	0.00
Construction Documents	96,000.00	100.00	96,000.00	96,000.00	0.00
Bidding	16,000.00	100.00	16,000.00	16,000.00	0.00
Construction Administration	80,000.00	45.00	36,000.00	32,000.00	4,000.00
Subtotal	<u>338,500.00</u>	<u>87.00</u>	<u>294,500.00</u>	<u>290,500.00</u>	<u>4,000.00</u>
<b>ADDITIONAL SERVICES</b>					
Geotechnical Report	8,925.00	100.00	8,925.00	8,925.00	0.00
Topographic Survey	11,000.00	100.00	11,000.00	11,000.00	0.00
Civil Engineering	41,600.00	100.00	41,600.00	41,600.00	0.00
Boundary Survey	6,820.00	100.00	6,820.00	6,820.00	0.00
Preliminary & Final Platting	11,150.00	95.00	10,592.50	10,592.50	0.00
DA Maps & Stormwater Detention	6,500.00	100.00	6,500.00	6,500.00	0.00
Landscape & Irrigation Design	14,000.00	100.00	14,000.00	14,000.00	0.00
Structured Slab Design	4,800.00	0.00	0.00	0.00	0.00
Technology & AV Design Services	4,000.00	100.00	4,000.00	4,000.00	0.00
Energy Code Commissioning	6,300.00	0.00	0.00	0.00	0.00
Subtotal	<u>115,095.00</u>	<u>89.87</u>	<u>103,437.50</u>	<u>103,437.50</u>	<u>0.00</u>
<b>REIMBURSABLE EXPENSES</b>					
Expenses	28,000.00	22.72	6,362.34	5,755.12	607.22
Total Contract	<u>481,595.00</u>	<u>83.95</u>	<u>404,299.84</u>	<u>399,692.62</u>	<u>4,607.22</u>

Invoice Total

\$4,607.22

FRED CLIFFORD, AIA, DIRECTOR

# Terracon

# INVOICE

Midland, TX  
432-684-9600

Project Mgr: David Reaves

**Project:** Winkler County - EMS Station - Kermit  
731 S. East Avenue  
31.852503, -103.079826  
Kermit, TX 79745

**To:** Winkler County TX  
Attn: Jeanna Wilhelm  
PO Drawer O  
Kermit, TX 79745

<b>REMIT TO:</b>	
Invoice Number: TF39666	
Terracon Consultants, Inc. PO Box 959673 St Louis, MO 63195-9673	
Federal E.I.N.: 42-1249917	

Project Number:	A4211038
Invoice Date:	7/18/2021
Services Through:	7/10/2021

Date	Report	Description of Services	Quantity	Rate	Total
6/15/21	A4211038.0034	Reinforcing Steel Technician, per hour	4.00	\$85.00	\$340.00
6/15/21	A4211038.0034	Vehicle Trip Charge (within 50 miles from Office)	1.00	\$100.00	\$100.00
6/16/21	A4211038.0035	Concrete Technician, per hour - OT	3.50	\$105.00	\$367.50
6/16/21	A4211038.0035	Concrete Technician, per hour	1.25	\$70.00	\$87.50
6/16/21	A4211038.0035	Vehicle Trip Charge (within 50 miles from Office)	1.00	\$100.00	\$100.00
6/16/21	A4211038.0035	Compressive Strength (4"x8")	14.00	\$22.00	\$308.00
6/17/21	A4211038.0035A	Sample Pick-Up, per hour	1.50	\$70.00	\$105.00
6/17/21	A4211038.0035A	Vehicle Trip Charge (within 50 miles from Office)	1.00	\$100.00	\$100.00
6/22/21	A4211038.0037	Certified Welding Inspector, per hour	5.00	\$150.00	\$750.00
6/22/21	A4211038.0037	Vehicle Trip Charge (within 50 miles from Office)	1.00	\$100.00	\$100.00
6/22/21	A4211038.0037	Schmidt Rebound Hammer, per day	1.00	\$500.00	\$500.00
6/23/21	A4211038.0038	Concrete Technician, per hour - OT	3.25	\$105.00	\$341.25
6/23/21	A4211038.0038	Concrete Technician, per hour	1.00	\$70.00	\$70.00
6/23/21	A4211038.0038	Vehicle Trip Charge (within 50 miles from Office)	1.00	\$100.00	\$100.00
6/23/21	A4211038.0038	Compressive Strength (4"x8")	12.00	\$22.00	\$264.00
6/24/21	A4211038.0038A	Sample Pick-Up, per hour	2.50	\$70.00	\$175.00
6/24/21	A4211038.0038A	Vehicle Trip Charge (within 50 miles from Office)	1.00	\$100.00	\$100.00
7/2/21	A4211038.0039	Reinforcing Steel Technician, per hour	4.00	\$85.00	\$340.00
7/2/21	A4211038.0039	Vehicle Trip Charge (within 50 miles from Office)	1.00	\$100.00	\$100.00
7/10/21	A4211038	Senior Principal Engineer	1.00	\$215.00	\$215.00
7/10/21	A4211038	Project Manager, per hour	14.00	\$170.00	\$2,380.00
7/10/21	A5322038	Report Prep/Administrative, per hour	7.75	\$70.00	\$542.50

EMS

Invoice Total **\$7,485.75**

Agenda 8/23/2021

102300801



8410

10841 S Ridgeview Rd  
Olathe, KS 66061-6456



**Statement of Account**  
**Summary of Open Invoices**



Attn: Accounts Payable  
Winkler County TX  
PO Drawer O  
Kermit, TX 79745

05493

Remit Payment To:  
Terracon Consultants, Inc.  
PO Box 959673  
St Louis, MO 63195-9673

Account Number Statement Date  
543230 07/29/21

Invoice Date	Invoice No.	Project Name	Project Number	Amount
07/18/21	TF39666	Winkler County - EMS Station - Kermit	A4211038	\$7,485.75
			Late Fee:	\$ .00
			TOTAL:	\$7,485.75

RECEIVED  
AUG 03 2021  
AUDITOR'S OFFICE



Current	1-30 Days	31-60 Days	61-90 Days	Over 90 Days
\$7,485.75	\$ .00	\$ .00	\$ .00	\$ .00

Terms: Total invoice amount due upon receipt of invoice. Accounts not paid within 30 days of invoice date are subject to 1.5% per month late charge.

We appreciate your business! For copies or questions concerning this statement please email collections@terracon.com or call (800) 593-7777, option 2.