

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

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

*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 payroll.
  - (b) Approve bills over \$500.00.
  - (c) Approve claims against county.
  - (d) Receive Monthly Report of Investment Officer.
  - (e) Consider for approval payment in the amount of \$150.00 to Far West Texas County Judges & Commissioner's Association for membership dues from budgeted funds.
  - (f) Consider for approval payment of five (5) invoices to Don Wise Transportation Services, Inc., for pre-mix in the total amount of \$16,533.85 from budgeted lateral road funds.
  - (g) Consider for approval payment to Diamond A Ranch for caliche in the amount of \$5,250.00 from budgeted road funds.
  - (h) Consider for approval payment to City of Wink for two (2) water meters at Justice of the Peace Precinct 2 and Winkler County Library in Wink in the amount of \$3,000.00 from committed capital funds.
  - (i) Consider for approval Interlocal Agreement between Regional Public Defender Office Local Government Corporation and Winkler County for legal defense services.
  - (j) Consider for approval Order of Special Election.
  - (k) Consider for approval the following contracts for juvenile offender placement:
    - i. Contract for Residential Services between Winkler County and West Texas Boys Ranch for the period of September 1, 2021 to August 31, 2022;
    - ii. Contract and Agreement for Secure Short-Term Detention of Juvenile Offenders Space Available between Winkler County and Center for success and Independence at Rockdale Academy for the period of September 1, 2021 to August 31, 2022; and
    - iii. Contract and Agreement for Secure Long-Term Residential Service of Juvenile Offenders Space Available between Winkler County and Youth Opportunity Investments LLC, Center for Success and Independence at Rockdale Academy for the period of September 1, 2020 to August 31, 2022.

WINKLER COUNTY COMMISSIONERS' COURT  
REGULAR MEETING AGENDA  
MONDAY, AUGUST 9, 2021  
PAGE TWO

- (l) Consider for approval payment to State Farm Fidelity & Surety Bond Operation in the amount of \$600.00 from budgeted funds for the following surety bonds:
  - i. Laurie Shropshire, Winkler County Library, in the amount of \$100.00 for the period of May 1, 2021 to May 1, 2022;
  - ii. Vida Simpson, Winkler County Library, in the amount of \$100.00 for the period of May 1, 2021 to May 1, 2022;
  - iii. James Darin Mitchell, Winkler County Sheriff's Department in the amount of \$100.00 for the period of October 4, 2021 to October 4, 2022;
  - iv. Susan Willhelm, Winkler County Treasurer, in the amount of \$100.00 for the period of May 1, 2021 to May 1, 2022;
  - v. Debra Simmons, Winkler County Deputy Treasurer, in the amount of \$100.00 for the period of May 1, 2021 to May 1, 2022; and
  - vi. Jeannette Marrero, Winkler County Deputy District Clerk, in the amount of \$100.00 for the period of May 1, 2021 to May 1, 2022.
3. Hear recommendation of Winkler County Fire Marshall, Kermit Volunteer Fire Department, and Wink Volunteer Fire Department and consider for approval continuing burn ban in unincorporated areas in the county.
4. Receive Annual Report of Minerva Soltero, Winkler County Tax Assessor-Collector.
5. Consider, discuss, and take necessary action on lease of county building to Winkler County Hospital District for pharmacy.
6. Consider for approval Contract Agreement between Jessica A. Harrison, M.Ed., LPC and Winkler County Juvenile Probation Department to provide therapeutic services to youth on deferred adjudication or juvenile probation for the period of September 1, 2021 to August 31 2022 to be paid from Grant A Funds.
7. Consider for approval proposal from Pulse Energy Services for installation of new lights at Kermit Barn in an amount not to exceed \$12,500.00 from contingency funds.
8. Consider for approval proposal from Sims Welding for fence at Kermit Barn in the amount of \$3,283.43 from contingency funds.
9. Consider for approval Software as a Service Agreement (SaaS) between Tyler Technologies, Inc., and Winkler County for County Clerk's office in the amount of \$59,433.00 from budgeted funds.
10. Appoint presiding judge and alternate judge for each voting precinct and set salaries and voting places.
11. Approve Winkler County Golf Course construction claims.
12. Approve Winkler County EMS construction claims.
13. Receive monthly reports from county officials.
14. Discuss and approve line item adjustments.
15. Discuss and approve budget amendments.
16. Budget Workshop.
17. Adjourn.

FAR WEST TEXAS COUNTY JUDGES & COMMISSIONER'S ASSOCIATION  
PO BOX 622  
MERTZON, TX 76941  
325.835.4111  
325.835.7047 FAX

**INVOICE #1101**  
July 19, 2021

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To: Member County Judges of The Far West Texas Judges & Commissioner's Assoc.

**Annual County Membership Dues for 2021** **\$150.00**

This invoice is for your Annual County Membership to the Far West Texas County Judges & Commissioner's Association. Your support is greatly appreciated and dues are payable upon receipt.

Please make payment to: FWTCJ&CA

Checks may be mailed to:

Attn: Carolyn Huelster  
PO Box 622  
Mertzon, TX 76941

**Attached is a list of FWTCJ&CA County Members. You are receiving this invoice as your county is a member of FWTCJ&CA and dues are payable to the association for all member counties.**

Please contact Carolyn Huelster at [carolyn.huelster@co.irion.tx.us](mailto:carolyn.huelster@co.irion.tx.us) or call 325.835.4111 if you need further assistance.

321

# DON WISE

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



# Invoice

Date	Invoice No.
07/19/21	10179

<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

P.O. Number	Terms	Rep	Ship Date	Ship Via	F.O.B.	Ordered by
none given	Net 10th	DLW	07/19/21	our truck	destination	Billy Stevens

TICKET #	Quantity	Description	Price Each	Amount
15659	24.31	premix--ton	112.17	2,726.85

CR 313

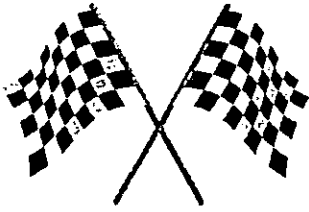
RECEIVED  
JUL 20 2021  
AUDITOR'S OFFICE

Tx Dot Grant Agenda 8/9/21  
Premix / Stock 103160780  
316-0760

OUR CUSTOMERS ARE SIMPLY THE BEST PEOPLE BUT YOU KNEW THAT!!!!!!!!!!!!	Total	\$2,726.85
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**321**  
**DON WISE**

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



# Invoice

Date	Invoice No.
07/16/21	10176

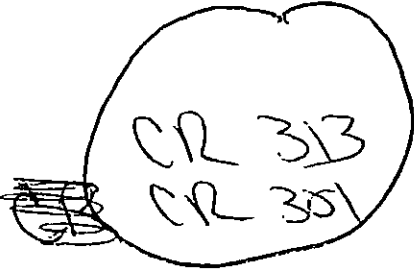
**Bill To**  
Winkler County, Texas  
County Auditor  
Court House  
Drawer O  
Kermit, TX 79745

**Ship To**  
Winkler County, Texas  
County Barn  
Kermit, TX

P.O. Number	Terms	Rep	Ship Date	Ship Via	F.O.B.	Ordered by
none given	Net 10th	DLW	07/16/21	our truck	destination	Billy Stevens

TICKET #	Quantity	Description	Price Each	Amount
15650	25	premix--ton	112.17	2,804.25
15651	24.47	premix--ton	112.17	2,744.80

RECEIVED  
JUL 23 2021  
AUDITOR'S OFFICE


  
 Agenda 8/9/21  
 TX Dot Grant 103160780  
 Premix Stock  
~~3160760~~

OUR CUSTOMERS ARE SIMPLY THE BEST PEOPLE  
BUT YOU KNEW THAT!!!!!!!!!!!!

**Total** \$5,549.05

(321)  
**DON WISE**

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



# Invoice

Date	Invoice No.
07/16/21	10177

<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

P.O. Number	Terms	Rep	Ship Date	Ship Via	F.O.B.	Ordered by
none given	Net 10th	DLW	07/16/21	our truck	destination	Billt Stevens

TICKET #	Quantity	Description	Price Each	Amount
15655	24.44	premix--ton	112.17	2,741.43

RECEIVED  
JUL 23 2021  
AUDITOR'S OFFICE

CR 302

TX DOT Grant  
Premix Stock

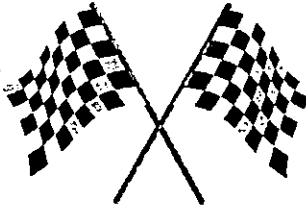
Agenda  
8/9/21  
103160780  
~~316-0760~~

OUR CUSTOMERS ARE SIMPLY THE BEST PEOPLE BUT YOU KNEW THAT!!!!!!!!!!!!	<b>Total</b>	\$2,741.43
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321

# DON WISE

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



# Invoice

Date	Invoice No.
07/14/21	10170

<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

P.O. Number	Terms	Rep	Ship Date	Ship Via	F.O.B.	Ordered by
none given	Net 10th	DLW	07/14/21	our truck	destination	Billy Stevens

TICKET #	Quantity	Description	Price Each	Amount
15638	24.53	premix--ton	112.17	2,751.53
<div data-bbox="267 1050 609 1354" data-label="Text"> <p>CR 301</p> </div> <div data-bbox="597 1522 1088 1711" data-label="Text"> <p>TX Dot Grant            Premix Stock</p> </div> <div data-bbox="1153 1491 1518 1869" data-label="Text"> <p>Agenda            8/9/21            3160780            316-0760</p> </div>				

OUR CUSTOMERS ARE SIMPLY THE BEST PEOPLE BUT YOU KNEW THAT!!!!!!!!!!!!!!	<b>Total</b> \$2,751.53
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321

**DON WISE**

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



# Invoice

Date	Invoice No.
07/12/21	10167

<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

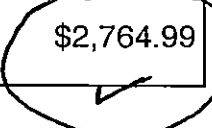
P.O. Number	Terms	Rep	Ship Date	Ship Via	F.O.B.	Ordered by
none given	Net 10th	DLW	07/12/21	our truck	destination	Billy Stevens

TICKET #	Quantity	Description	Price Each	Amount
15627	24.65	premix--ton	112.17	2,764.99
<p>RECEIVED JUL 23 2021 AUDITOR'S OFFICE</p> <p>CR # 313</p> <p>Premix Stock</p> <p>Agenda 8/9/21 TX Dot Grant 103160786 3110-0760</p>				

OUR CUSTOMERS ARE SIMPLY THE BEST PEOPLE  
BUT YOU KNEW THAT!!!!!!!!!!!!

Total

\$2,764.99





**Diamond A Ranch  
PO Box 973  
Kermit, TX 79745**

**8-4-2021**


**Winkler County  
Drawer O  
Kermit, TX 79745**

**CR 402, 401, 405  
1050 yards caliche @ 5.00 yard**

**5,250.00**

**Total**

**5,250.00**

  
(Lat. Road)

City of Wink

"The city that oil and friendship built"

P.O. Box 400  
Wink, Texas 79789  
Phone 432-527-3337 Fax 432-527-3413

INVOICE

DATE: 07/21/2021  
INVOICE: Water/Sewer Service

FOR: Upgrade Water Services

Bill To:

Winkler County  
Drawer O  
Kermit, Texas 79745

DESCRIPTION	Qty	Address	AMOUNT
Upgrade Water Tap to 2"	1	100 N Roy Orbison (JP Office)	\$ 1,500.00
Upgrade Water Tap to 2"	1	102 N Roy Orbison (Library)	\$ 1,500.00
			\$ 3,000.00

Make checks payable to City of Wink

*JP #2 Office  
Water Meters X2*

RECEIVED

JUL 26 2021

AUDITOR'S OFFICE

*1020309/10*

THANK YOU FOR YOUR BUSINESS!

*2 in water meter  
\$1,500  
City of Wink  
at JP office  
Library*

*Agenda  
8/9/2021*

## INTERLOCAL AGREEMENT

This interlocal agreement (the "Agreement") is made by and between the **REGIONAL PUBLIC DEFENDER OFFICE LOCAL GOVERNMENT CORPORATION ("RPDO")**, and **WINKLER COUNTY, TEXAS ("PARTICIPANT")**, a political subdivision of the State of Texas, (also, individually, a "Party" or, collectively, the "Parties"). This Agreement is made pursuant to the Fair Defense Act, Texas Code of Criminal Procedure 26.044(b), and Texas Government Code Chapter 791.

### RECITALS

**WHEREAS**, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested; and

**WHEREAS**, the RPDO is a public, non-profit corporation organized under Subchapter D, Chapter 431 of the Texas Transportation Code a "local government" pursuant to Section 791.003(4)(B) of the Texas Government Code and is authorized to participate on behalf of Lubbock County to oversee and provide defense services to indigent defendants in counties which enter into interlocal agreements with the RPDO to provide defense services; and

**WHEREAS**, Participant has a need for and desires the RPDO to provide defense services to indigent defendants in Winkler County, Texas outlined herein; and

**WHEREAS**, each Party finds: 1) that the subject of this Agreement is necessary for the benefit of the public; and 2) that it has the legal authority to perform and to provide the government function or service which is the subject matter of this Agreement; and,

**WHEREAS**, the performance of this Agreement by RPDO and PARTICIPANT will be in the common interest of the Parties;

**NOW, THEREFORE**, the Parties agree as follows:

### ARTICLE I PROGRAM

1.01 **Program Purpose and Term.** The Regional Public Defender for Capital Cases (the "RPDO"), funded proportionately by the Texas Indigent Defense Commission Multi-Year Discretionary Grant Program Funds (the "TIDC"), will provide court-appointed counsel for individuals charged with the offense of capital murder (death-eligible) in the participating counties and who cannot afford to hire their own attorney. Inmates in units of the Texas Department of Criminal Justice within the region who are charged with capital murder will continue to be represented by the State Counsel on Offenders, or by private counsel in the case of a conflict. Capital murder cases filed against inmates in units of the Texas Department of Criminal Justice shall not be counted in the average number of capital murder cases filed in a county.

Participant recognizes that counties from other Administrative Judicial Regions ("Region") are also participating in the program. Each county's participatory costs are based upon funding received from the Texas Indigent Defense Commission ("TIDC"). The remaining portion of the program's budget is cost-sharing commensurate with all eligible counties' applicable inclusion in the program.

In order to provide sustainable funding for the RPDO and a fund balance for emergency situations, participating counties will contribute (with a minimum contribution of \$1,000 per county) per the detailed county allocation schedule marked as Attachment 1 and incorporated herein for all purposes. Based upon this cost-sharing approach, participating counties shall provide the remaining operating costs based upon a formula taking into account the population of the county as a percentage of the whole of the participating counties (50%) and the average number of capital murder cases filed between 2011 and 2020 as a percentage of the participating counties (50%).

The Interlocal Agreements shall become effective October 1, 2021 and continue through September 30, 2022. Thereafter, the agreements shall automatically renew each October 1<sup>st</sup> for a successive one-year term through September 30, 2023, unless terminated under this Agreement.

- 1.02 **Judges Authorized to Appoint RPDO.** The District Courts in the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup>, 8<sup>th</sup>, 9<sup>th</sup>, 10<sup>th</sup>, and 11<sup>th</sup> Administrative Judicial Regions in eligible counties may participate in the Program. The Program allows the Honorable Judge(s) of the Judicial District having jurisdiction within PARTICIPANT's geographic boundaries to appoint the RPDO for the trial defense of death-eligible capital murder cases. In the event of a conflict of interest among defendants or a legal liability for the RPDO to accept appointment, the trial court shall appoint an attorney or attorneys other than the RPDO at the PARTICIPANT's expense.
- 1.03 **Duties and Responsibilities of the RPDO.** Subject to the terms and conditions outlined herein, the RPDO will represent defendants at the trial or re-trial phase only. All decisions pertaining to the presentation of the case will be at the sole discretion of the RPDO and the RPDO attorney will at all times be guided by and comply with the RPDO's attorney's duties as a licensed attorney in the State of Texas and the Texas Disciplinary Rules of Professional Conduct in making these determinations. It is understood and acknowledged by the parties that the duties and responsibilities of the RPDO to provide the services and legal representation under this Agreement are subject to the application of the following, as determined at the sole and absolute discretion of the RPDO: (i) the *Texas Disciplinary Rules of Professional Conduct*; (ii) the *State Bar of Texas Guidelines and Standards for Texas Capital Counsel*; (iii) the *Supplementary Guidelines and Standards for the Mitigation Function of Defense Teams in Texas Death Penalty Cases*; (iv) the *American Bar Association Guidelines for the Appointment and Performance of Defense Counsel in Death Penalty Cases*; (v) the *American Bar Association Supplementary Guidelines for the Mitigation Function of Defense Teams in Death Penalty Cases*; (vi) all applicable state statutes including but not limited to Article 26.044(j) of the Texas Code of Criminal Procedure; and (vii) any applicable case load management policies as may be adopted by the RPDO.
- 1.04 **Right to Audit.** The RPDO will conduct an annual audit that, upon written request, will be made available to the PARTICIPANT. PARTICIPANT may request and be provided with an opportunity to audit any relevant and non-confidential records of the RPDO directly related to PARTICIPANT's agreement with the RPDO that support the calculations of charges invoiced to the PARTICIPANT under this Agreement. Such audits shall be conducted at PARTICIPANT's sole cost and expense and under mutually acceptable terms at RPDO's premises in a manner that minimizes any interruption in the daily activities at such premises.
- 1.05 **Data for the Analysis.** As consideration for its participation in the Program, PARTICIPANT agrees to provide the RPDO information as needed to conduct the analysis, including the current payment schedule for court-appointed counsel on capital murder cases and the previous five fiscal years' data on the amount PARTICIPANT paid for appointed counsel on capital murder cases, if available.
- 1.06 **Additional Experts.** PARTICIPANT will continue to incur the expense of additional experts as approved by the local court.

- 1.07 **Fact Investigators and Mitigation Specialists.** The RPDO will provide a fact investigator and mitigation specialist to cases assigned to the RPDO office.
- 1.08 **No other Costs Incurred.** Neither the TIDC nor the RPDO will assume any additional costs associated with representation of indigent defendants. Costs of interpreters or any other collateral cost must be absorbed by PARTICIPANT.

**ARTICLE II**  
**OTHER TERMS AND CONDITIONS**

- 2.01 **Notice and Addresses.** Any notice required by this Agreement shall be deemed to be properly served, if (i) provided in person, by e-mail with delivery confirmation; or (ii) deposited in the United States mail by certified letter, return receipt requested, addressed to the recipient at recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described:

If to RPDO:

Edward Ray Keith Jr.  
Chief Public Defender  
Regional Public Defender for Capital Cases  
PO Box 2097  
Lubbock, Texas 79408  
E-Mail: [rkeith@rpdo.org](mailto:rkeith@rpdo.org)

If to PARTICIPANT:

Honorable Charles M. Wolf  
County Judge  
Winkler County  
PO Drawer Y  
Kermit, Texas 79745  
E-Mail: [charles.wolf@co.winkler.tx.us](mailto:charles.wolf@co.winkler.tx.us)

- 2.02 **Governmental Function/No Waiver of Immunity.** The parties to this Agreement acknowledge that the services contracted for in this Agreement relate to the governmental functions of the PARTICIPANT and the RPDO. Nothing in this Agreement shall be construed to impair or affect any sovereign or governmental immunity or official immunity enjoyed by or otherwise available to the PARTICIPANT, the RPDO, or their respective officers and employees. No waiver of sovereign or official immunity, whether express or implied, is intended or made by this Agreement.
- 2.03 **No Partnership.** Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
- 2.04 **Employee Status.** RPDO shall have the sole obligation to employ, direct, control, supervise, manage, discharge and compensate all of its employees. RPDO's employees will not be considered, for any purpose, employees of PARTICIPANT within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to

unemployment insurance, health insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

- 2.05 **Waiver.** The failure of any Party to insist upon the performance of any terms or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.
- 2.06 **Benefit of the Parties.** The terms and conditions of this Agreement are solely for the benefit of the Parties and are not intended to create any rights, contractual or otherwise, for any other person or entity.
- 2.07 **Force Majeure.** If the performance of any obligation under this Agreement is delayed by something reasonably beyond the control of the Party obligated to perform ("Force Majeure"), that Party shall be excused from performing the obligation during that period, so that the time period applicable to the performance shall be extended for a period of time equal to the period that Party was delayed due to the event of Force Majeure.
- 2.08 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.
- 2.09 **Non-Appropriation.** RPDO and PARTICIPANT recognize that any payments made for performance under this Agreement and any services provided shall be and are subject to the current revenues available to the respective party. Either party may terminate this Agreement, without incurring any liability to the other except to pay for any services already rendered, if funds sufficient to pay the obligations hereunder or to provide the services are not appropriated by the respective governing bodies of the parties. Unless terminated pursuant to other applicable termination provisions contained in this Agreement, in the event of non-appropriation of funds by a governing body of one of the parties to this Agreement for services provided under this Agreement, this Agreement shall terminate automatically on the last day of the then-current fiscal year or when the appropriation made for the then-current fiscal year for the services covered by this Agreement is spent, whichever occurs first.
- 2.10 **Prior Agreements Superseded.** This Agreement constitutes the only agreement of the Parties and supersedes any prior understanding or written or oral agreements between the Parties respecting the within subject matter.
- 2.11 **Amendments.** In order to be binding, an amendment to this Agreement must be in writing, dated subsequent to the date of this Agreement, and executed by the Parties.
- 2.12 **Withdrawal by Party.**
- (a) **Voluntary Withdrawal.** Voluntary withdrawal by PARTICIPANT from the Agreement shall occur upon the affirmative decision by PARTICIPANT's Commissioners Court to withdraw from the Agreement and the withdrawing PARTICIPANT giving at least one hundred and eighty (180) calendar days' notice in writing to RPDO and the RPDO. The effective date of voluntary withdrawal shall be one hundred and eighty (180) calendar days after the withdrawing Participant gives written notice to RPDO.
- (b) **Involuntary Withdrawal.** PARTICIPANT shall be deemed to have involuntarily withdrawn from the Agreement upon the failure by the PARTICIPANT to pay any cost-sharing payment by the due date, as provided in a notice to the PARTICIPANT. PARTICIPANT shall be given thirty (30) days written

notice of non-payment by RPDO and shall not be deemed to be in default until the expiration of thirty (30) days after receipt of the written notice.

- (c) In the event that PARTICIPANT withdraws under (a) or (b) and the RPDO is representing an individual or individuals after having been appointed by a court in PARTICIPANT'S county, beginning on the effective date of the withdrawal, PARTICIPANT shall be responsible for timely payment of \$150.00 per hour for the first chair attorney, \$125.00 per hour for the second chair attorney, \$60.00 per hour for the mitigation specialist and \$50.00 per hour for the investigator. Additionally, PARTICIPANT shall also timely pay upon receipt and documentation all investigative costs incurred by the RPDO including but not limited to travel, lodging, meals and records collection.

**SIGNED AND EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

REGIONAL PUBLIC DEFENDER  
OFFICE LOCAL GOVERNMENT  
CORPORATION

COUNTY OF WINKLER

\_\_\_\_\_  
William Cox, Chairman

\_\_\_\_\_  
Honorable Charles M. Wolf  
County Judge

ATTEST:

ATTEST:

\_\_\_\_\_  
Geoff Burkhart, Board Secretary

\_\_\_\_\_  
County Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Edward Ray Keith Jr.  
Chief Public Defender  
Regional Public Defender for Capital Cases

\_\_\_\_\_

REVIEWED FOR FORM:

REVIEWED FOR FORM:

---

Matthew L. Wade  
Underwood Law Firm  
General Counsel



					FY 22	FY 23
Waller	43,205	0.49%	0.9	0.69%	\$22,461.00	\$22,461.00
Ward	10,658	0.12%	0.1	0.08%	\$3,572.00	\$3,572.00
Washington	33,718	0.38%	0.2	0.15%	\$9,862.00	\$9,862.00
Webb	250,304	2.81%	1.2	0.92%	\$69,861.00	\$69,861.00
Wharton	41,280	0.46%	1.6	1.22%	\$32,699.00	\$32,699.00
Wheeler	5,410	0.06%	0.1	0.08%	\$2,486.00	\$2,486.00
Wichita	131,500	1.48%	1.7	1.30%	\$51,571.00	\$51,571.00
Wilbarger	13,535	0.15%	0.5	0.38%	\$10,245.00	\$10,245.00
Willacy	22,134	0.25%	1.6	1.22%	\$28,739.00	\$28,739.00
Wilson	42,918	0.48%	0	0.00%	\$8,726.00	\$8,726.00
Winkler	7,110	0.08%	0	0.00%	\$1,318.00*	\$1,318.00*
Wise	59,127	0.66%	0.5	0.38%	\$19,676.00	\$19,676.00
Wood	41,964	0.47%	0.3	0.23%	\$12,995.00	\$12,995.00
Yoakum	7,879	0.09%	0	0.00%	\$1,477.00	\$1,477.00
Young	18,550	0.21%	0.2	0.15%	\$6,724.00	\$6,724.00
Zapata	14,018	0.16%	0.1	0.08%	\$4,267.00	\$4,267.00
Zavala	11,677	0.13%	0	0.00%	\$2,263.00	\$2,263.00

ORDER OF SPECIAL ELECTION  
(For Governor-ordered or County-ordered measure elections)  
(ORDEN DE ELECCION ESPECIAL)  
(Para órdenes de gobernador u ordenes de condado sobre elecciones medidas)

An election is hereby ordered to be held on November 2, 2021 for the purpose of:  
(date)

Adopt or reject the proposed Constitutional Amendments as submitted by the 87th Legislature Regular Session of the State of Texas.  
(Por la presente se ordena que se llevará a cabo una elección el 2 de noviembre 2021 con el propósito de:  
(fecha)

para adoptar o recarzar la enmiendas propuestas constitucional asi como fueron sometidas por la 87 Legislatura Sesion Regular,  
de la Estado de Texas

Early voting by personal appearance will be conducted each weekday at  
(La votación adelantada en persona se llevará a cabo de lunes a viernes en)

Office of Winkler County Clerk, Courthouse (Oficina de County Clerk, Courthouse)  
(location) (sitio)

Note: If county clerk is not the early voting clerk, the information in the block is required.

between the hours of 8:00 a.m. and 5:00 p.m. beginning on October 18, 2021  
(date)  
(entre las 8:00 de la mañana y las 5:00 de la tarde empezando el 18 de octubre 2021)  
(fecha)  
and ending on October 29, 2021 (y terminando el) 29 de octubre 2021  
(date) (fecha)

Applications for ballot by mail shall be mailed to:  
(Las solicitudes para boletas que se votarán en ausencia por correo deberán enviarse a:)

Pam Greene, Winkler County Clerk  
(Name of Early Voting Clerk)  
(Nombre del Secretario(a) de la Votación Adelantada)

P. O. Box 1007 100 East Winkler St.  
(Address) (Dirección)

Kermit, Texas 79745  
(City) (Ciudad) (Zip Code) (Zona Postal)

Applications for ballots by mail must be received no later than the close of business on  
(Las solicitudes para boletas que se votarán en ausencia por correo deberán recibirse para el fin de las horas de negocio el)

2 de noviembre 2021  
(date) (fecha)

Issued this the \_\_\_\_\_ day of August, 2021.

(Emitida este día \_\_\_\_\_ de agosto, 2021.)

\_\_\_\_\_  
Charles M. Wolf, County Judge  
Charles M. Wolf, Juez del Condado

\_\_\_\_\_  
Billy Stevens, County Commissioner Prec. 1  
Billy Stevens, Comisionado del Condado Prec. 1

\_\_\_\_\_  
Robbie Wolf, County Commissioner Prec. 2  
Robbie Wolf, Comisionado del Condado, Prec. 2

\_\_\_\_\_  
Victor Berzoza, County Commissioner Prec. 3  
Victor Berzoza, Comisionado del Condado Prec. 3

\_\_\_\_\_  
Billy Ray Thompson, County Commissioner Prec. 4  
Billy Ray Thompson, Comisionado del Condado Prec. 4

**STATE OF TEXAS  
WINKLER COUNTY COURT**

**Contract For Residential Services**

This agreement is entered into by and between the Juvenile Probation Department acting under the authority of the Juvenile Board of WINKLER County; hereinafter called "JPD" and «WEST TEXAS BOYS RANCH (place an X in one: a  non-profit organization; or a  private for profit corporation) duly existing under the laws of the State of Texas, and hereinafter called "SERVICE AGENCY". This agreement is entered into in accordance with the provisions of the Texas Governor's Office, (Criminal Justice Division) and the Texas Juvenile Justice Department acting through the above mentioned Juvenile Boards for the respective Counties, hereinafter called "JPD".

WHEREAS, the JPD by and through the JUVENILE BOARDS desire residential care for adolescents; and the SERVICE AGENCY agrees to provide the desired residential care for adolescents.

NOW, THEREFORE, it is hereby agreed as follows:

**ARTICLE I - PURPOSE**

The purpose of this residential agreement is to provide the JPD with residential care for adolescents, limited to those adolescents alleged or adjudicated to have committed delinquent conduct or conduct indicating a need for supervision.

The placement facility to be utilized is: «West Texas Boys Ranch

The facility's mailing address is: 10223 Boys Ranch Road, San Angelo, Texas 76904

**ARTICLE II - PROVISIONS OF SERVICES**

The SERVICE AGENCY will provide the services for the following behavioral levels of service as described in the Texas Administrative Code (TAC) Chapter 700 Service Level Descriptions. If the child is IVE certified and statewide placement level of care rates increase the higher level will be paid. (If TDFPS level of care rates change during the contract year new level of care rates will be paid or negotiated based on child's new level.)

**ALL invoices/placement bills must be received on or before the 5<sup>th</sup> day of the following month in which services were provided.**

LEVEL OF CARE	STATE PRICE PER LEVEL	TYPE OF FACILITY	
		CPA	FACILITY
Basic (Loc 1 & 2)	\$45.19	\$43.71	\$ 45.19
Moderate (Loc 3&4M)		\$76.72	\$ 103.03
Specialized (Loc 4S&5)		\$101.86	\$ 162.30
Intense (Loc 6)		\$186.42	\$ 260.95
Emergency Shelter		N/A	\$ 129.53

For and in consideration of the above-mentioned services, the JPD agrees to pay the above agree upon rate per day for the level of care specified for each particular child. This fee does not exceed the actual cost of childcare in the Service Agency, and does not exceed the maximum amount for each level recommended by the Texas Juvenile Justice Department (TJJD).

- A. The SERVICE AGENCY will satisfactorily perform and complete expectations for «Contracted\_Service» services as set forth in ATTACHMENT "A" Contracted Components of Carfe (Refer to ATTACHMENT "A")
- B. General expected behavioral/emotional outcomes and benefits for the child placed at the Service Agency will include, but not be limited to:
- a. Increased ability to interact appropriately and positively with peers and adults;
  - b. Increased skill and awareness to recognize personal stress and increasing emotional tension and demonstrate new ability to appropriately manage and resolve these states in a pro-social manner;
  - c. Increase ability to appropriately verbalize thoughts, feelings, and concerns to others while seeking a positive resolution to a presenting problem.
  - d. At least 60% of children placed will successfully complete placement
  - e. Juvenile completing placement will show increased educational or vocational advancement along with one or more improvements in one of the Health and Human Services Substitute Care provider domains as listed in each child's case plan.
- C. Recognizing that a part of a client's rehabilitation program may include time away from the residential setting of the Service Agency, such as weekends, holidays, etc., and that the SERVICE AGENCY must retain space for this client until his return, the COUNTY agrees to pay the SERVICE AGENCY the full amount due for such regularly scheduled days away from the residential setting or its program provided they do not exceed four (4) days per month per client and that prior written approval has been granted by the JPD. The SERVICE AGENCY is under no obligation to retain space for the client in unauthorized departure situations.
- D. Situations that arise and effect payment for services that are not directly addressed by this agreement must have written approval from the JPD.
- E. Suspected or alleged cases of child abuse must be immediately reported to the assigned probation officer and to the Texas Department of Human Services.
- F. If a client makes an unauthorized departure, becomes seriously ill, or is involved in a serious accident, the SERVICE AGENCY will insure that the client's parents and the Probation Officer are notified. The Probation Officer and parents will be informed immediately if during working hours. After normal working hours, the Juvenile Detention Facility will be notified as well as the parents. In the event of serious illness or accident and for any required follow-up care the SERVICE AGENCY shall be responsible for having the client transported to a designated hospital or to a hospital with whom the SERVICE AGENCY has emergency/psychiatric transfer agreements. If possible, a hospital will be designated in TOM GREEN COUNTY.
- G. **FOR NON-SECURE PLACEMENT THE SERVICE AGENCY WILL BE RESPONSIBLE FOR COMPLETING MEDICAID APPLICATIONS ON CHILDREN WHO ARE PLACED WITHOUT MEDICAID AND FOR COMPLETING NECESSARY PAPERWORK TO CONTINUE COVERAGE ON CHILDREN WHO COME TO THE SERVICE AGENCY WITH MEDICAID. ANY AND ALL MEDICAL TREATMENTS REQUIRED TO MEET THE NEEDS OF THE CHILD SHALL BE THE SOLE RESPONSIBILITY OF THE SAID CHILD'S PARENT(S), GUARDIAN OR COURT ORDERED APPOINTED CONSERVATOR, BY EITHER PERSONAL PAYMENT, HEALTH INSURANCE, OR MEDICAID COVERAGE, AS WELL AS CLOTHING, OR OTHER EXPENSES NOT PROVIDED FOR IN SERVICE AGENCY'S PROGRAM.** In the event that the parent or guardian is unable to assume this financial responsibility, the JPD will assume such to a limited extent provided funds are available and prior authorization has been secured, excepting only genuine medical emergencies.
- H. **PAYMENT** is to be made monthly. Claim for payment must be submitted no later than ten (10) days from the last day of the month for which payment is being requested. **INVOICES FOR SERVICES NEED TO BE MAILED TO: WINKLER COUNTY JUVENILE PROBATION DEPARTMENT, 401 SOUTH PINE, KERMIT, TEXAS, 79745.**
- I. **EACH BILLING** must contain:
- The name of the client(s);
  - The number of days in the month (stated consecutively) for which payment is being requested, and
  - The daily rate of services billed.
- J. For and in consideration of the above mentioned services, the COUNTY agrees to pay the SERVICE AGENCY per addendum attached per client for those clients specifically authorized to be placed by the JPD.

- K. "UNDER SECTION 231.006, FAMILY CODE, THE VENDOR OR APPLICANT CERTIFIES THAT THE INDIVIDUAL OR BUSINESS ENTITY NAMED IN THIS CONTRACT, BID, OR APPLICATION IS NOT INELIGIBLE TO RECEIVE THE SPECIFIED GRANT, LOAN, OR PAYMENT AND ACKNOWLEDGES THAT THIS CONTRACT MAY BE TERMINATED AND PAYMENT MAY BE WITHHELD IF THIS CERTIFICATION IS INACCURATE." THE SERVICE AGENCY SHALL ACCOUNT SEPARATELY FOR THE RECEIPT AND EXPENDITURE OF ANY STATE FUNDS THAT ORIGINATE FROM THE TEXAS JUVENILE JUSTICE DEPARTMENT AND WHICH ARE PAID BY THE JUVENILE PROBATION DEPARTMENT FOR SERVICES. Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct and audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.
- L. The Service Agency shall develop and maintain policies and procedures for:
- 1) client admission and discharge
  - 2) client participation in treatment and discharge planning;
  - 3) transportation for client services (as applicable);
  - 4) safety and security of clients and staff;
  - 5) staff training;
  - 6) clinical supervision
  - 7) referral activities
  - 8) waiting list and placement procedures on referrals
  - 9) house management and government (as applicable)
  - 10) documentation of client services;
  - 11) incident reporting and resolution; and
  - 12) Guidelines regarding confidentiality of AIDS and HIV related medical information for employees and clients.
- M. Compliance with the Prison Rape Elimination Act of 2003 (PREA)  
The SERVICE PROVIDER shall comply with the Prison Rape Elimination Act of 2003 (PREA) (42 U.S.C. 15601 et seq.) and with all applicable standards, rules, and regulations, and TJJD policies related to PREA. The Service Provider shall make itself familiar with and at all times shall observe and comply with all PREA regulations which affect performance in any manner under this contract. Failure to comply with PREA standards, rules, regulations, and TJJD policies, including reporting requirements, may result in termination of this contract.

### **ARTICLE III - INDIVIDUAL PROGRAM PLAN AND FAMILY INVOLVEMENT**

- A. The SERVICE AGENCY shall provide a written Individualized Program Plan (IPP) developed in concert with the client and mutually agreed upon by the appropriate Service Agency staff, Probation Officer, and whenever possible the child's family or parent(s) within thirty (30) days of the initial placement date.
- B. The IPP shall be reviewed jointly by the appropriate SERVICE AGENCY staff, the child, and the appropriate COUNTY personnel at reasonable intervals, not to exceed ninety (90) days, to assess the client's progress with modification of the IPP being made when indicated.
- C. **THE IPP SHALL STATE:**
- The reasons why the placement will benefit the client;
  - Specific behavioral goals and objectives being sought for the client;
  - How the goals and objectives are to be achieved in the SERVICE AGENCY placement;
  - The number and type of specific services provided including number of hours, general description of each service, and average daily population of each program;
  - How the parent(s), guardian(s), and when possible, grandparents or other extended family members will be involved in the Individual Program Plan to assist in preventing or controlling the client's alleged delinquent behavior or alleged conduct indicating a need for supervision as defined in the Texas Family Code.

**D. THE IPP SHALL ADDRESS AREAS WITHIN THE DOMAINS OF:**

- Medical
- Educational
- Socialization
- Safety & Security
- Mental/Behavioral Health
- Parent & Child Participation
- Recreational
- Relationships
- Permanency Plan

- E. Copies of the IPP and periodic reviews are to be maintained by the SERVICE AGENCY and submitted to the JPD Placement Program officer.
- F. The SERVICE AGENCY shall provide the JPD with a written report of the child's progress on a monthly basis.
- G. Unless otherwise stipulated by the County in writing, the child may visit freely with parents and relatives within the facility, outside the facility, and at the home in accordance with established SERVICE AGENCY policies, procedures, privileges and level system.

**ARTICLE IV - EXAMINATION OF PROGRAM AND RECORDS**

- A. The SERVICE AGENCY agrees that it will permit the JPD Placement Program officer, and any other appropriate JPD staff to examine and evaluate the SERVICE AGENCY'S program, and services provided under the terms of this contract and to review JPD client records. This examination and evaluation of the program may include scheduled and unscheduled site visitations, observation of programs in operation, interviews, and the administration of questionnaires to the staff of the SERVICE AGENCY and the client.
- B. The SERVICE AGENCY shall provide the JPD Placement Program officer such descriptive information on contracted clients as requested on forms provided by the JPD.
- C. The SERVICE AGENCY agrees to maintain and make available for inspection, audit, or reproduction by the JPD Placement Program officer or other appropriate representative of the JPD and/or the State of Texas, books, documents and other evidence pertaining to the cost and expenses of this contract, hereinafter called the RECORDS and use general accounting procedures (GAP) for all financial records and audits.
- D. The SERVICE AGENCY agrees to maintain these RECORDS for three (3) years after final payment or until the State-approved audit has been made and all questions therefrom are resolved.
- E. The SERVICE AGENCY shall be licensed by the Texas Department of Family and Protective Services or an equally equivalent agency for their programs.
- F. The SERVICE AGENCY shall meet all other required licenses pertaining to health, fire and safety standards and shall provide copies of the most recent reports to the JPD upon request.
- G. The SERVICE AGENCY shall adhere to all applicable state and federal laws and regulations pertinent to the provision of services to the JPD.
- H. The SERVICE AGENCY shall meet TJJD standards for subcontract Service Agencies.

**ARTICLE V - FEE ASSESSMENT**

- A. Clients or their families shall not be assessed fees for services by the SERVICE AGENCY unless the Court specifies arrangements. This does not preclude reasonable attempts to seek voluntary contribution from families of JPD clients for donations of clothing, personal articles, and funds to assist in supporting a youth's rehabilitation.
- B. Income received by the SERVICE AGENCY toward the support of a client from sources other than this contract such as Social Security, contributions from parents, etc., must be deducted from the JPD invoice if such income exceeds the actual cost of maintaining the adolescent in residence.
- C. Under Section 231.006, Family Code, the SERVICE AGENCY certifies that the business entity named in this contract is not ineligible to receive the specified grant, loan, or payment of state funds and acknowledges that this contract may be terminated and payment may be withheld if this certificate is inaccurate.

**ARTICLE VI - EQUAL OPPORTUNITY**

The specified contracted service shall be provided by the SERVICE AGENCY in compliance with the Civil Rights Act of 1964. The SERVICE AGENCY will not discriminate against any race, religion, color, sex, national origin, age, or handicapped condition.

The SERVICE AGENCY will take affirmative action to ensure that applicants are employed, and that the employees are treated during employment without regard to their race, religion, color, sex, national origin, age or handicapped condition.

### **ARTICLE VII - OFFICIALS NOT TO BENEFIT**

No officer, member or employee of the contracting counties, nor member of its governing body, nor other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this contract which affects his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.

### **ARTICLE VIII - DEFAULT, SANCTIONS, PENALTIES FOR BREACH OF CONTRACT**

The Committing Court, COUNTY or JPD representative may upon its own initiative based upon perceived or documented default of the SERVICE AGENCY, terminate the whole or any part of this contract in any one of the following circumstances:

- (1) If the SERVICE AGENCY fails to perform the work called for by this contract within the time specified herein or any extension thereof; or
  - (2) If the SERVICE AGENCY fails to perform any other provisions of this contract, or so fails to prosecute the work as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such extension as authorized by the JPD or County in writing) after receiving notice of default.
- NOTICE OF DEFAULT may be made by the Committing Court, COUNTY or JPD representative by either written or verbal notice.

### **ARTICLE IX - TERMINATION**

- A. The JPD reserves the right to terminate the client's placement at the SERVICE AGENCY at its discretion. The SERVICE AGENCY must not release a client to any person or agency other than the JPD without the express written consent of the JPD.
- B. If the need arises to remove the child from the SERVICE AGENCY'S care on an emergency basis, the SERVICE AGENCY will be provided no less than 24 hours verbal notice of the JPD'S intent to remove the child from the program. "Emergency basis" is defined for the sake of this contract to include, but not limited to:
  - A situation, which if left uncorrected, could put the child in potential risk of physical harm or injury; and/or
  - A situation wherein the SERVICE AGENCY has documented significant cause to have the juvenile immediately removed from their residential program; and/or
  - A situation wherein appropriate JPD personnel have staffed the child's case and a decision is reached that it is no longer in the child's best interest to continue under the SERVICE AGENCY'S care. Either party may terminate this contract by giving ten (10) days' written notice to the other party hereto of the intention to terminate.
- C. The decision of the terminating party shall be final and conclusive unless within thirty (30) days from the date of receipt and of a written copy of the decision, the non-terminating party mails or otherwise furnishes to the terminating party a written appeal addressed to the Texas Juvenile Justice Department, 4900 North Lamar Blvd., 5th Floor East, Austin, Texas, 78751-2316. The decision of the Texas Juvenile Justice Department or its authorized

- representative shall be final and conclusive absent a showing of fraud, caprice, arbitrariness, or gross error implying bad faith, in some court of competent jurisdiction.
- D. Service Provider Eligibility to Receive State Grants or Loans or Receive Payments on State Contracts. In accordance with Section 231.066 of the Texas Family Code, the vendor or applicant shall certify that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan or payment and shall acknowledge that this contract may be terminated and payment may be withheld if this certification is inaccurate. In the event that the Juvenile Board of Contracting Counties determine that the vendor or applicant is ineligible to receive payment under Subsection (a) of Section 231.006, Texas Family Code, this contract may be terminated immediately.

**ARTICLE X - INDEMNIFICATION**

It is further agreed that the SERVICE AGENCY will indemnify and hold harmless the COUNTIES AND JPD against any and all negligence, liability, loss, costs, claims or expenses arising out of wrongful and negligent act(s) of commission or omission of the SERVICE AGENCY, its agents, servants or employees arising from activities under this contract. The SERVICE AGENCY shall have no obligation to indemnify and hold harmless the JPD OR COUNTIES for any act(s) of commission or omission of the JPD or COUNTIES or the JPD or COUNTIES agents, servants, or employees arising from or related to this contract for which a claim or other action is made.

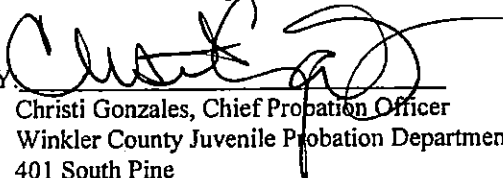
**ARTICLE XI - LAW AND VENUE**

In any legal action arising under this contract, the laws of Texas shall apply and venue shall be in Tom Green County.

**ARTICLE XII - CONTRACT PERIOD**

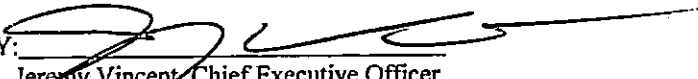
The Contract period will begin on September 1, 2021 and will terminate on «August 31, 2022».

**Juvenile Probation Department (JPD)**

BY:   
 Christi Gonzales, Chief Probation Officer  
 Winkler County Juvenile Probation Department  
 401 South Pine  
 Kermit, Texas 79745

\_\_\_\_\_  
 Honorable Judge Charles M. Wolf  
 Winkler County Judge  
 100 East Winkler, First Floor Courthouse  
 Kermit, Texas 79745

«West Texas Boys Ranch»

BY:   
 Jeremy Vincent, Chief Executive Officer  
 10223 Boys Ranch Road  
 San Angelo, Texas 76904

**The attached appendices are considered part of the contract**



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

STATE OF TEXAS §  
COUNTY OF MILAM §  
§

**YOUTH OPPORTUNITY INVESTMENTS  
CENTER FOR SUCCESS AND INDEPENDENCE AT ROCKDALE ACADEMY  
Detention Services  
September 1, 2021 – August 31, 2022**

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

**ARTICLE I  
PURPOSE**

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

**ARTICLE II  
TERM**

- 2.01 The term of this agreement is for 12 months, commencing September 1, 2021 and ending August 31, 2022.

**ARTICLE III  
PROVISIONS OF SERVICES**

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

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

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

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

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

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

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

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

I. It is further understood and agreed by the parties that, children may be released to the Probation Officer or other appropriate authority of **Contracted County** pursuant to: (a) paragraph E of this Agreement, (b) an Order of Release signed by the Judge of the Juvenile Court of the placing **County**.

J. Service Provider shall be in compliance with all Standards and requirements of the Texas Juvenile Probation Commission and all applicable State and Federal law.

K. Service Provider shall provide twenty (24) hour supervision for the client, including awake staff during sleeping hours in a Secure Facility.

L. Each child placed in the Facility shall be provided the opportunity to complete the Massachusetts Youth Screening Instrument (MAYSI-2) as required by the Texas Juvenile Probation Commission. Facility personnel administering the MAYSI-2 shall be properly trained, sign the warning page, and document time and date administered. The MAYSI-2 shall then be promptly provided to the Juvenile Probation Officer of the detaining county.

M. Each child placed in the Facility shall be enrolled in an educational program. Special steps shall be taken to comply with requirements of Special Education students and their needs.

N. It is further understood and agreed by the parties that nothing in this contract shall be construed to permit the placing **County**, its agents, servants, or employees in any way to manage, control, direct or instruct Service Provider, its directors, officers, employees, agents, shareholders and designees in any manner respecting its work, duties or functions pertaining to the maintenance and operation of the Facility. However, it is also understood that the Juvenile Court of **Contracted County** shall control the conditions and terms of detention supervision as to a particular child pursuant to the Texas Family Code, Section 51.12.

O. It is further understood and agreed by the parties that **Contracted County** will be financially responsible for any damages caused by any child the **County** places at the Facility.

#### **ARTICLE IV** **COMPENSATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 11.01 No officer, employee or agent of Juvenile Probation and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

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

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

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

**Winkler County**  
PO Box 822  
Kermit, TX 79745

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



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

**ARTICLE XIII**  
**TERMINATION**

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

**ARTICLE XIV**  
**INDEMNIFICATION**

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

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

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

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

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

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

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

**ARTICLE XVI**  
**VENUE**

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

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

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

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

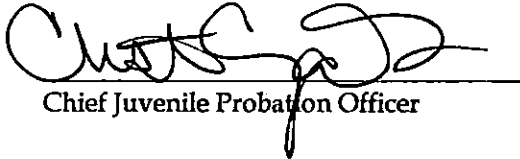
- 19.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

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

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

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

Winkler County  
Probation Department

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

Center for Success and Independence  
at Rockdale Academy

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

Winkler County

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

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

STATE OF TEXAS                             §  
COUNTY OF MILAM                       §  
   §

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

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

**ARTICLE I  
PURPOSE**

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

**ARTICLE II  
TERM**

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

**ARTICLE III  
SERVICES**

3.01     Service Provider will perform the following services:

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

furloughs will be paid by the parent or guardian.

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 12.01 No officer, employee or agent of Juvenile Probation and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

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

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

CSI - Rockdale Academy

County

696 N FM 487

Rockdale, Texas 76567

, TX

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

#### **ARTICLE XIV TERMINATION**

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

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

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

#### **ARTICLE XVI INDEMNIFICATION**

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

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

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

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

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

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

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

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

**ARTICLE XX**  
**VENUE**

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

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

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

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

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

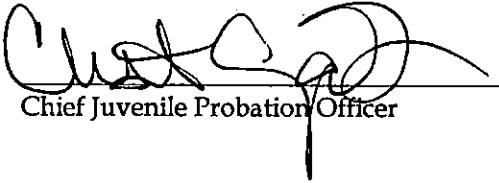
This Contract and Agreement is executed with the declared intention of the parties that this Contract and Agreement is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating a need for supervision, and payment for such care will be made by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

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

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

County  
Probation Department

Center for Success and Independence  
at Rockdale Academy

  
Chief Juvenile Probation Officer

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

County

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



FIDELITY & SURETY BOND :  
 3 STATE FARM PLAZA  
 BLOOMINGTON, IL 61791-0001

2909-FBE7

INSURED: PAYER  
 SHROPSHIRE, LAURIE  
 PO BOX 0  
 KERMIT TX 79745-6014

OBLIGEE: WINKLER COUNTY  
 COUNTY LIBRARIAN

**BALANCE DUE NOTICE**

POLICY NUMBER

93-GC-X109-1

SURETY BOND  
 05/01/2021 TO 05/01/2022

DATE DUE

PLEASE PAY THIS AMOUNT

JUL 08 2021

\$ 100.00

PREMIUM

\$ 100.00

BALANCE DUE

\$ 100.00

DATE DUE

JUL 08 2021

*Agenda 8/9/21*

PREMIUM PAYMENT IN FULL IS REQUIRED FOR SURETY BONDS. IF BOND IS NO LONGER NEEDED, PLEASE CONTACT YOUR AGENT.

RECEIVED

JUL 28 2021

AUDITOR'S OFFICE

Please keep this part for your record.

Prepared 06/03/2021

*Thanks for letting us serve you...*

Agent TX - ODESSA  
 Telephone (432) 586-3798

14 5093 5077  
(Please call and read back)

MOVING? PLEASE SEE YOUR STATE FARM AGENT.

2909-FBE7

State Farm



INSURED SHROPSHIRE, LAURIE

POLICY NUMBER

93-GC-X109-1

SURETY BOND

PLEASE RETURN THIS PART WITH YOUR CHECK MADE PAYABLE TO STATE FARM

DATE DUE PLEASE PAY THIS AMOUNT

JUL 08 2021

\$ 100.00

Please contact your State Farm Agent to make any policy changes.

0809000002

State Farm Insurance Companies  
 PO Box 68001  
 DALLAS TX 75368-0001



538-160 b.6-DA 11-12-2019 (E0047)

ice use only

Prepared 06/03/2021

FIRE BAL DUE

\$ 100.00

0807

400121900010000 993661201109101508>



StateFarm



FIDELITY & SURETY BOND  
3 STATE FARM PLAZA  
BLOOMINGTON, IL 61751

# BALANCE DUE NOTICE

POLICY NUMBER

93-GC-X113-9

SURETY BOND  
05/01/2021 TO 05/01/2022

DATE DUE

PLEASE PAY THIS AMOUNT

JUL 08 2021

\$ 100.00

PREMIUM

\$ 100.00

BALANCE DUE

\$ 100.00

DATE DUE

JUL 08 2021

2909-FBE7

INSURED: PAYER  
SIMPSON, VIDA  
PO BOX 0  
KERMIT TX 79745-6014

OBLIGEE: WINKLER COUNTY  
COUNTY LIBRARIAN

PREMIUM PAYMENT IN FULL IS REQUIRED FOR SURETY BONDS. IF BOND IS NO LONGER NEEDED, PLEASE CONTACT YOUR AGENT.

*Agenda*  
*8/9/21*

RECEIVED

JUL 28 2021

AUDITOR'S OFFICE

Please keep this part for your record.

Prepared 06/03/2021

Thanks for letting us serve you...

Agent TX - ODESSA  
Telephone (432) 586-3798

14 5093 5080  
(Please hold onto this part)

MOVING? PLEASE SEE YOUR STATE FARM AGENT.

2909-FBE7



INSURED SIMPSON, VIDA

POLICY NUMBER

93-GC-X113-9

SURETY BOND

PLEASE RETURN THIS PART WITH YOUR CHECK MADE PAYABLE TO STATE FARM

DATE DUE PLEASE PAY THIS AMOUNT

JUL 08 2021

\$ 100.00

Please contact your State Farm Agent to make any policy changes.

0809000002

State Farm Insurance Companies  
PO Box 68001  
DALLAS TX 75368-0001



538-160 b.6-DA 11-12-2019 (F0047i)

use only

Prepared 06/03/2021

FIRE BAL DUE

\$ 100.00

0807

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**State Farm Fire and Casualty Company**

2702 Ireland Grove Road  
Bloomington, IL 61709-0001

AT1 000219-0001 L-08- 7815-FBE7 M F

MITCHELL, JAMES DARIN  
PO BOX 0  
KERMIT TX 79745-6014



ST-1  
0101-1001

Address: Same as Mailing Address

Obligee: GOVERNOR, STATE OF TEXAS

**BILLING RECORD**

**POLICY NUMBER** 93-C2-F150-0

Surety Bond  
OCT 04 2021 to OCT 04 2022

**DATE DUE** **SEE BALANCE DUE NOTICE**

OCT 04 2021 \$100.00

**Coverages and Limits**

Surety Bond \$5,000

RECEIVED

AUG 02 2021

AUDITOR'S OFFICE

Annual Premium \$100.00  
Amount Due \$100.00

*Agenda 8/9/21*

Premium payment in full is required for bonds. If bond is no longer needed, please contact your agent.

138-3076 1.8 10-11-2010 (01F089c)

*Thanks for letting us serve you...*

0498 201 1

Agent JOEL SELLERS

Telephone (432) 586-3798 or (432) 586-5939

Moving? See your State Farm agent.  
See reverse for important information.

Prepared

JUL 22 2021

REB

StateFarm



FIDELITY & SURETY BOND OPERATION  
3 STATE FARM PLAZA  
BLOOMINGTON, IL 61791

# BALANCE DUE NOTICE

POLICY NUMBER

93-GC-X111-5

SURETY BOND  
05/01/2021 TO 05/01/2022

DATE DUE

PLEASE PAY THIS AMOUNT

JUL 08 2021

\$ 100.00

PREMIUM

\$ 100.00

BALANCE DUE

\$ 100.00

DATE DUE

JUL 08 2021

2909-FBE7

INSURED: PAYER  
WILLHELM, SUSAN  
PO BOX 0  
KERMIT TX 79745-6014

OBLIGEE: WINKLER COUNTY  
COUNTY TREASURER

*Agenda 8/9/21*

PREMIUM PAYMENT IN FULL IS REQUIRED FOR SURETY BONDS. IF BOND IS NO LONGER NEEDED, PLEASE CONTACT YOUR AGENT.

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JUL 28 2021

AUDITOR'S OFFICE

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Prepared 06/03/2021

Thanks for letting us serve you...

Agent TX - ODESSA  
Telephone (432) 586-3798

14 5093 5079

MOVING? PLEASE SEE YOUR STATE FARM AGENT.

2909-FBE7

INSURED WILLHELM, SUSAN

POLICY NUMBER 93-GC-X111-5 SURETY BOND

PLEASE RETURN THIS PART WITH YOUR CHECK MADE PAYABLE TO STATE FARM

DATE DUE PLEASE PAY THIS AMOUNT

JUL 08 2021 \$ 100.00

Please contact your State Farm Agent to make any policy changes.

0809000002

State Farm Insurance Companies  
PO Box 68001  
DALLAS TX 75368-0001



53P-160 b.6-DA 11-12-2019 (E0047i)  
ice use only

Prepared 06/03/2021

FIRE BAL DUE \$ 100.00 0807

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State Farm



FIDELITY & SURETY BOND  
3 STATE FARM PLAZA  
BLOOMINGTON, IL 61791-0001

BALANCE DUE NOTICE

POLICY NUMBER

93-GC-X110-3

SURETY BOND  
05/01/2021 TO 05/01/2022

DATE DUE

PLEASE PAY THIS AMOUNT

JUL 08 2021

\$ 100.00

PREMIUM

\$ 100.00

BALANCE DUE

\$ 100.00

DATE DUE

JUL 08 2021

2909-FBE7

INSURED: PAYER  
SIMMONS, DEBRA  
PO BOX 0  
KERMIT TX 79745-6014

OBLIGEE: WINKLER COUNTY  
DEPUTY TREASURER

*Agenda 8/9/21*

PREMIUM PAYMENT IN FULL IS REQUIRED FOR SURETY BONDS. IF BOND IS NO LONGER NEEDED, PLEASE CONTACT YOUR AGENT.

RECEIVED

JUL 28 2021

AUDITOR'S OFFICE

Please keep this part for your record.

Prepared 06/03/2021

Thanks for letting us serve you...

Agent TX - ODESSA  
Telephone (432) 586-3798

14 5093 5078  
Please hold and tear here

MOVING? PLEASE SEE YOUR STATE FARM AGENT.

2909-FBE7

State Farm



INSURED SIMMONS, DEBRA

POLICY NUMBER

93-GC-X110-3

SURETY BOND

PLEASE RETURN THIS PART WITH YOUR CHECK MADE PAYABLE TO STATE FARM

DATE DUE PLEASE PAY THIS AMOUNT

JUL 08 2021

\$ 100.00

Please contact your State Farm Agent to make any policy changes.

0809000002

State Farm Insurance Companies  
PO Box 68001  
DALLAS TX 75368-0001



53A-160 b.6-DA 11-12-2019 (F0047i)

cc use only

Prepared 06/03/2021

FIRE BAL DUE

\$

100.00

0807

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StateFarm



FIDELITY & SURETY BOND OPERATION  
3 STATE FARM PLAZA  
BLOOMINGTON, IL 61791-0001

# BALANCE DUE NOTICE

POLICY NUMBER

93-GC-X114-1

SURETY BOND

05/01/2021 TO 05/01/2022

DATE DUE

PLEASE PAY THIS AMOUNT

JUL 09 2021 \$ 100.00

PREMIUM \$ 100.00  
BALANCE DUE \$ 100.00

DATE DUE JUL 09 2021

2909-FBE7

INSURED: PAYER  
MARRERO, JEANNETTE  
PO BOX 0  
KERMIT TX 79745-6014

OBLIGEE: WINKLER COUNTY  
DEPUTY DISTRICT CLERK

*Agenda 8/9/21*

PREMIUM PAYMENT IN FULL IS REQUIRED FOR SURETY BONDS. IF BOND IS NO LONGER NEEDED, PLEASE CONTACT YOUR AGENT.

RECEIVED

JUL 28 2021

AUDITOR'S OFFICE

Thanks for letting us serve you...

Agent TX - ODESSA  
Telephone (432) 586-3798

Please keep this part for your records

Prepared 06/04/2021

35 5093 5314

MOVING? PLEASE SEE YOUR STATE FARM AGENT.

2909-FBE7

StateFarm

INSURED MARRERO, JEANNETTE

POLICY NUMBER 93-GC-X114-1 SURETY BOND

PLEASE RETURN THIS PART WITH YOUR CHECK MADE PAYABLE TO STATE FARM

DATE DUE PLEASE PAY THIS AMOUNT

JUL 09 2021 \$ 100.00

Please contact your State Farm Agent to make any policy changes.

0809000002

State Farm Insurance Companies  
PO Box 68001  
DALLAS TX 75368-0001



538-160 b.6-DA 11-12-2019 (F00471)  
Use only

Prepared 06/04/2021

FIRE BAL DUE \$ 100.00 080

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STATE OF TEXAS                   §  
   §  
COUNTY OF WINKLER           §

**ORDER PROHIBITING OUTDOOR BURNING**

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

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

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

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

ADOPTED this 9th day of August, 2021 by a vote of \_\_\_\_ ayes and \_\_\_\_ nays.

\_\_\_\_\_  
CHARLES M. WOLF  
WINKLER COUNTY JUDGE

\_\_\_\_\_  
BILLY J. STEVENS  
COMMISSIONER PRECINCT 1

\_\_\_\_\_  
ROBBIE WOLF  
COMMISSIONER PRECINCT 2

\_\_\_\_\_  
VICTOR BERZOZA  
COMMISSIONER PRECINCT 3

\_\_\_\_\_  
BILLY RAY THOMPSON  
COMMISSIONER PRECINCT 4

ATTEST:

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

**Lease**

**Basic Information**

**Date:** July 21, 2021

**Landlord:** Winkler County, Texas

**Landlord's Address:**

Winkler County  
100 E. Winkler  
Kermit, Texas 79745

**Tenant:** Winkler County Hospital District

**Tenant's Address:**

Winkler County Hospital District  
821 Jeffee Drive  
Kermit, Texas 79745

**Premises:**

Approximate square feet: 2840 square feet

Street address/suite: 203 E. Halley

City, state, zip: Kermit, Texas 79745

**Term (months):** 6

**Commencement Date:** 08-09-2021

**Termination Date:** 02-28-2022

**Base Rent (monthly):** \$1,500.00

**Security Deposit:** \$1,500.00

**Permitted Use:**

The building shall be utilized to operate a retail pharmacy.

**Tenant's Insurance:** As required by Insurance Addendum

**Landlord's Insurance:** As required by Insurance Addendum

**Tenant's Rebuilding Obligations:** If the Premises are damaged by fire or other elements, Tenant will be responsible for repairing or rebuilding the following leasehold improvements: All partitions, walls, ceiling systems, wiring, light fixtures, floors, finishes, wall coverings, floor coverings, signs, doors, hardware, windows, window coverings, plumbing, heating, ventilating, and air-conditioning equipment, and other improvements in the Premises, whether installed by Landlord or Tenant.

**A. Definitions**

*A.1.* "Agent" means agents, contractors, employees, licensees, and, to the extent under the control of the principal, invitees.

*A.2.* "Building Operating Hours" means 8:00 A.M. to 6:30 P.M. Monday through Friday, Saturday 8:00 A.M to 2:00 P.M. except holidays.

*A.3.* "Common Areas" means all facilities and areas of the Building and Parking Facilities and the related land that are intended and designated by Landlord from time to time for the common, general, and nonexclusive use of all tenants of the Building. Landlord has the exclusive control over and right to manage the Common Areas.

*A.4.* "Essential Services" means the following services: (a) air-conditioning and heating to the Premises reasonable for the Permitted Use (exclusive of air-conditioning or heating for electronic data-processing or other specialized equipment) during Building Operating Hours and at such other times at such additional cost as Landlord and Tenant may agree on; (b) hot and cold water for lavatory and drinking purposes; (c) electric current for normal office machines and the Building's standard lighting reasonable for the Permitted Use; and (f) lighting in Common Areas and on the Premises.

*A.5.* "Injury" means (a) harm to or impairment or loss of property or its use, (b) harm to or death of a person, or (c) "personal and advertising injury" as defined in the form of liability insurance Tenant is required to maintain.

*A.6.* "Lienholder" means the holder of a deed of trust covering the Premises.

*A.7.* "Operating Expenses" means all reasonable expenses, including real property taxes, that Landlord pays in connection with the ownership, operation, and maintenance of the Building, except principal and interest on any debt, expenditures classified as capital expenditures for federal income tax purposes, and expenses for which Tenant is required to reimburse Landlord.



A.8. "Rent" means Base Rent plus any other amounts of money payable by Tenant to Landlord.

**B. Tenant's Obligations**

**B.1. Tenant agrees to -**

*B.1.a.* Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

*B.1.b.* Accept the Premises in their present condition "AS IS," the Premises being currently suitable for the Permitted Use.

*B.1.c.* Obey (i) all laws relating to Tenant's use, maintenance of the condition, and occupancy of the Premises and Tenant's use of any Common Areas in the Building; (ii) any requirements imposed by utility companies serving or insurance companies covering the Premises or Building; and (iii) any rules and regulations for the Building and Common Areas adopted by Landlord.

*B.1.d.* Pay monthly, in advance, without demand, on the first day of the month, the Base Rent to Landlord at Landlord's Address.

*B.1.e.* Pay a late charge of 5 percent of any Rent not received by Landlord by the tenth day after it is due.

*B.1.f.* Obtain and pay for all utility services used by Tenant and not provided by Landlord. Tenant will be responsible for all utility services at the leased premises.

*B.1.g.* Allow Landlord to enter the Premises to perform Landlord's obligations, inspect the Premises, and show the Premises to prospective purchasers or tenants.

*B.1.h.* Repair, replace, and maintain any part of the Premises that Landlord is not obligated to repair, replace, or maintain, normal wear excepted.

*B.1.i.* Submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord.

*B.1.j.* Vacate the Premises and return all keys to the Premises on the last day of the Term.

*B.1.k.* INDEMNIFY, DEFEND, AND HOLD LANDLORD AND LANDLORD'S RESPECTIVE AGENTS, HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS)

OCCURRING IN ANY PORTION OF THE PREMISES IF CAUSED IN WHOLE OR IN PART BY THE ACTS OR OMISSIONS OF TENANT OR ITS AGENTS, INCLUDING IN WHOLE OR IN PART BY THE NEGLIGENT ACTS OR OMISSIONS OF TENANT OR ITS AGENTS. **THE INDEMNITY CONTAINED IN THIS PARAGRAPH (i) IS INDEPENDENT OF TENANT'S INSURANCE, (ii) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (iii) WILL SURVIVE THE END OF THE TERM, AND (iv) WILL APPLY EVEN IF AN INJURY IS CAUSED IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD, LIENHOLDER, OR THEIR RESPECTIVE AGENTS.**

**B.2. Tenant agrees not to -**

*B.2.a.* Use the Premises for any purpose other than the Permitted Use.

*B.2.b.* Create a nuisance.

*B.2.c.* Interfere with any other tenant's normal business operations or Landlord's management of the Building.

*B.2.d.* Permit any waste.

*B.2.e.* Use the Premises in any way that would increase insurance premiums, or void insurance on the Building.

*B.2.f.* Change Landlord's lock system.

*B.2.g.* Alter the Premises.

*B.2.h.* Allow a lien to be placed on the Premises.

*B.2.i.* Assign this lease or sublease any portion of the Premises without Landlord's written consent.

**C. Landlord's Obligations**

**C.1. Landlord agrees to -**

*C.1.a.* Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

*C.1.b.* Obey all laws relating to Landlord's operation of the Building and Common

Areas.

*C.1.c.* Provide the Essential Services.

*C.1.d.* Repair, replace, and maintain the (i) roof, (ii) foundation, (iii) Common Areas, (iv) structural soundness of the exterior walls, doors, corridors, and windows, and (v) other structures or equipment serving the Premises.

*C.1.e.* Return the Security Deposit to Tenant, less itemized deductions, if any, on or before the sixtieth day after the date Tenant surrenders the Premises.

*C.1.f.* INDEMNIFY, DEFEND, AND HOLD TENANT HARMLESS FROM ANY INJURY AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS, OCCURRING IN ANY PORTION OF THE COMMON AREAS. **THE INDEMNITY CONTAINED IN THIS PARAGRAPH (i) IS INDEPENDENT OF LANDLORD'S INSURANCE, (ii) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (iii) WILL SURVIVE THE END OF THE TERM, AND (iv) WILL APPLY IF CAUSED IN WHOLE OR IN PART BY THE ACTS OR OMISSIONS OF LANDLORD OR ITS AGENTS, INCLUDING IN WHOLE OR IN PART BY THE NEGLIGENT ACTS OR OMISSIONS OF LANDLORD OR ITS AGENTS, EVEN IF AN INJURY IS CAUSED IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF TENANT BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TENANT.**

*C.2.* **Landlord agrees not to -**

*C.2.a.* Interfere with Tenant's possession of the Premises as long as Tenant is not in default.

## **D. General Provisions**

**Landlord and Tenant agree to the following:**

*D.1. Alterations.* Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at the end of the Term and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted.

*D.2. Abatement.* Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant may not abate Rent for any reason.

*D.3. Insurance.* Tenant and Landlord will maintain the respective insurance coverages described in the attached Insurance Addendum.

*D.4. Release of Claims/Subrogation.* LANDLORD AND TENANT RELEASE EACH OTHER AND LIENHOLDER, AND THEIR RESPECTIVE AGENTS, FROM ALL CLAIMS OR LIABILITIES FOR DAMAGE TO THE PREMISES OR BUILDING, DAMAGE TO OR LOSS OF PERSONAL PROPERTY WITHIN THE BUILDING, AND LOSS OF BUSINESS OR REVENUES THAT ARE INSURED BY THE RELEASING PARTY'S PROPERTY INSURANCE OR THAT WOULD HAVE BEEN INSURED BY THE REQUIRED INSURANCE IF THE PARTY FAILS TO MAINTAIN THE PROPERTY COVERAGES REQUIRED BY THIS LEASE. THE PARTY INCURRING THE DAMAGE OR LOSS WILL BE RESPONSIBLE FOR ANY DEDUCTIBLE OR SELF-INSURED RETENTION UNDER ITS PROPERTY INSURANCE. LANDLORD AND TENANT WILL NOTIFY THE ISSUING PROPERTY INSURANCE COMPANIES OF THE RELEASE SET FORTH IN THIS PARAGRAPH AND WILL HAVE THE PROPERTY INSURANCE POLICIES ENDORSED, IF NECESSARY, TO PREVENT INVALIDATION OF COVERAGE. THIS RELEASE WILL NOT APPLY IF IT INVALIDATES THE PROPERTY INSURANCE COVERAGE OF THE RELEASING PARTY. **THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY OR ITS AGENTS BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY OR ITS AGENTS.**

*D.5. Casualty/Total or Partial Destruction*

*D.5.a.* If the Premises are damaged by casualty and can be restored within ninety days, Landlord will, at its expense, restore the roof, foundation, Common Areas, and structural soundness of the exterior walls of the Premises and any leasehold improvements within the Premises that are not within Tenant's Rebuilding Obligations to substantially the same condition that existed before the casualty and Tenant will, at its expense, be responsible for replacing any of its damaged furniture, fixtures, and personal property and performing Tenant's Rebuilding Obligations. If Landlord fails to complete the portion of the restoration for which Landlord is responsible within ninety days from the date of written notification by Tenant to Landlord of the casualty, Tenant may terminate this lease by written notice delivered to Landlord before Landlord completes Landlord's restoration obligations.

*D.5.b.* If the Premises cannot be restored within ninety days, Landlord has an option to restore the Premises. If Landlord chooses not to restore, this lease will terminate. If Landlord chooses to restore, Landlord will notify Tenant of the estimated time to restore and give Tenant an option to terminate this lease by notifying Landlord within ten days. If Tenant does not terminate this lease, the lease will continue and Landlord will restore the Premises as provided in D.5.a. above.

*D.5.c.* To the extent the Premises are untenable after the casualty, the Rent will be adjusted as may be fair and reasonable.

*D.6. Condemnation/Substantial or Partial Taking*

*D.6.a.* If the Premises cannot be used for the purposes contemplated by this lease because of condemnation or purchase in lieu of condemnation, this lease will terminate.

*D.6.b.* If there is a condemnation or purchase in lieu of condemnation and this lease is not terminated, Landlord will, at Landlord's expense, restore the Premises, and the Rent payable during the unexpired portion of the Term will be adjusted as may be fair and reasonable.

*D.6.c.* Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.

*D.7. Uniform Commercial Code.* Tenant grants Landlord a security interest in Tenant's personal property now or subsequently located on the Premises. This lease is a security agreement under the Uniform Commercial Code. Landlord may file financing statements or continuation statements to perfect or continue the perfection of the security interest.

*D.8. Default by Landlord/Events.* Defaults by Landlord are failing to comply with any provision of this lease within thirty days after written notice and failing to provide Essential Services to Tenant within ten days after written notice.

*D.9. Default by Landlord/Tenant's Remedies.* Tenant's remedies for Landlord's default are to sue for damages and, if Landlord does not provide an Essential Service within thirty days after default, terminate this lease. Tenant may not terminate under this paragraph while in arrears for Rent.

*D.10. Default by Tenant/Events.* Defaults by Tenant are (a) failing to pay Rent timely, (b) abandoning the Premises or vacating a substantial portion of the Premises, and (c) failing to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a) and (b).

*D.11. Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises and sue for Rent as it accrues; (b) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the Rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (c) enter the Premises and perform Tenant's obligations; and (d) terminate this lease by written notice and sue for damages. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

*D.12. Default/Waiver.* All waivers must be in writing and signed by the waiving party. Landlord's failure to enforce any provisions of this lease or its acceptance of late installments of Rent will not be a waiver and will not estop Landlord from enforcing that provision or any other provision of this lease in the future.

*D.13. Landlord's Recovery of Rent and/or Damages for Tenant's Default*

*D.13.a.* If Tenant is in arrears on the payment of Rent and Landlord has terminated Tenant's possession, Landlord may sue Tenant for Rent as it accrues and periodically take judgments without prejudice to sue for Rent that may accrue in the future. Landlord has a duty to mitigate Rent as follows: within thirty days of Landlord taking possession, (i) place a "For Lease" sign at the Premises, (ii) place the leased Premises on Landlord's inventory of available space, (iii) make Landlord's inventory available to area brokers on a monthly basis, (iv) advertise the Premises for lease in a suitable trade journal or newspaper in the county where the Premises are located at least once per month, and (v) show the Premises to prospective tenants who request to see it. Landlord is only under a duty to show the Premises as built and for the remainder of the Term of the lease. If Landlord has made these mitigation efforts, Landlord and Tenant agree that Landlord has made objectively reasonable efforts to mitigate the loss of Rent as a result of the default of Tenant.

*D.13.b.* If Tenant has anticipatorily breached the lease and Landlord has terminated the lease, Landlord may sue Tenant for damages for Rent that may accrue for the remainder of the Term of the lease. The measure of damages is the difference between the Rent for the remainder of the Term and the fair market value of the Premises discounted to its present value. Nothing in this section shall prevent Landlord from suing for Rent as it accrues under D.13.a. above and suing for damages for Rent that will accrue through the end of the lease Term under this section.

*D.14. Security Deposit.* If Tenant defaults, Landlord may use the Security Deposit to pay arrears of Rent, to repair any damage or injury, or to pay any expense or liability incurred by Landlord as a result of the default.

*D.15. Holdover.* If Tenant does not vacate the Premises following termination of this lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.

*D.16. Attorney's Fees.* If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.

*D.17. Venue.* Exclusive venue is in the county in which the Premises are located.

*D.18. Entire Agreement.* This lease and its exhibits, addenda and riders, are the entire

agreement of the parties concerning the lease of the Premises by Landlord to Tenant. LANDLORD HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS ABOUT THE COMMERCIAL SUITABILITY, PHYSICAL CONDITION, LAYOUT, FOOTAGE, EXPENSES, OR OPERATION OF THE PREMISES OR ANY OTHER MATTER AFFECTING OR RELATING TO THE PREMISES AND THIS AGREEMENT, EXCEPT AS SPECIFICALLY SET FORTH IN THIS LEASE. AS AN INDUCEMENT TO LANDLORD TO ENTER INTO THIS LEASE, TENANT EXPRESSLY ACKNOWLEDGES AND WARRANTS THAT NO SUCH REPRESENTATIONS HAVE BEEN MADE AND TENANT IS NOT RELYING ON ANY REPRESENTATIONS NOT CONTAINED IN THIS LEASE AND ANY EXHIBITS, ADDENDA, AND RIDERS.

*D.19. Amendment of Lease.* This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

*D.20. Limitation of Warranties.* THERE ARE NO IMPLIED WARRANTIES OF SUITABILITY, OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

*D.21. Notices.* Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, or e-mail and will be effective when received. Any address for notice may be changed by written notice given as provided herein.

*D.22. Abandoned Property.* Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

*D.23. Extension Option.*

*D23a.* Landlord grants Tenant an option to extend the Term for an additional six (6) months (the "Additional Term").

*D23b.* Tenant's rights under this option terminate if (1) the lease or Tenant's right to possession of the Premises is terminated, (2) Tenant assigns its interest in the lease or sublets any portion of the Premises, (3) Tenant fails to timely exercise the option, or (4) default exists at the time Tenant seeks to exercise the option.

*D23c.* Landlord and Tenant agree to the following:

1. During the Additional Term the lease will continue as written.

2. The option to extend for the Additional Term must be exercised by written notice delivered to Landlord ninety days before the Termination Date.

*D.24. Asbestos.* Buildings or structures located on the Premises may contain asbestos-containing material or presumed asbestos-containing material as defined by OSHA regulations. Tenant has inspected the Premises and conducted such tests and inspections as Tenant deems necessary or desirable. Tenant will provide Landlord with copies of all such test results and inspections. Tenant will comply with all rules and regulations relating to asbestos in performing any maintenance, housekeeping, construction, renovation, or remodeling of the premises, and Tenant will bear all costs related to removal and disposal of asbestos from the Premises.

Winkler County, Texas

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Charles M. Wolf, County Judge

Winkler County Hospital District

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Lorenzo Serrano, Administrator



## **Insurance Addendum to Lease**

### **Lease**

**Date:** 08-9-2021

**Landlord:** Winkler County, Texas

**Tenant:** Winkler County Hospital District

This insurance addendum is part of the lease.

#### **A. Tenant agrees to -**

1. Maintain the following coverages:

- a. Commercial property insurance written on a causes of loss - special form (formerly known as "all risks" form) covering Tenant's personal property, fixtures, and leasehold improvements in the Premises, and naming Landlord as "Building Owner Loss Payable."
- b. Business income and extra expense property insurance naming Landlord as an "additional insured" and covering income and ongoing expenses, including rent, for a period of at least six months.
- c. Commercial general liability insurance written on an occurrence basis, including contractual liability, covering Tenant's operations within the Premises, naming Landlord, Landlord's property manager, if any, and Landlord's Lienholder, if any, as "additional insured," and having limits of not less than \$100,000 each occurrence and \$300,000 general aggregate.
- d. Workers' compensation insurance in the statutory amount and employer's liability insurance having limits of not less than \$100,000 each accident for bodily injury by accident, \$100,000 each employee for bodily injury by disease, and \$500,000 bodily injury by disease for entire policy. Both policies must have a waiver of subrogation in favor of Landlord.

2. Deliver certificates of insurance and copies of any additional insured and waiver of subrogation endorsements to Landlord before entering the Premises and thereafter at least ten days before the expiration of the policies.

#### **B. Landlord agrees to maintain -**

1. Commercial property written on a causes of loss - special form covering the building in which the Premises are located.

2. Commercial general liability insurance written on an occurrence basis, including contractual liability, covering Landlord's operations within the building in which the Premises is located and having limits not less than \$2,000,000 each occurrence and \$4,000,000 general aggregate.

**C. Landlord and Tenant agree that -**

1. The commercial property insurance policies maintained by them will contain (a) optional coverage for agreed value to eliminate the coinsurance clause, (b) optional coverage for replacement cost, (c) increased limits of ordinance or law coverage to cover increased cost of construction, (d) increased limits for debris removal coverage, and (e) a waiver of subrogation clause in favor of the party not carrying the commercial property insurance.

2. The commercial general liability insurance will be primary to the maintaining party and not contributory to any similar insurance carried by the other party and will contain a severability-of-interest clause.

**Contract Agreement**  
**Jessica A. Harrison, M.Ed., LPC**  
**and**  
**Winkler County Juvenile Probation Department**  
**2021-2022**

Jessica A. Harrison, M.Ed., LPC agrees to provide therapeutic services to youth that are on deferred adjudication or juvenile probation in Winkler County. The service may include individual, group, or family therapy. The therapist agrees to provide therapy sessions within the time frames recommended on the youth's Treatment Plan. This agreement will be updated and renewed annually.

**Term:** The term is for a one year period commencing on September 1, 2021 - August 31, 2022 and may be terminated by either party with a 30 written notice. If the contractor determines that Jessica Harrison has breached this agreement, the contractor may, at the contractor's sole discretion, request corrective action from Jessica Harrison prior to initiating termination of this agreement. Corrective actions and sanctions may include submission and implementation of a written plan of correction, withholding of referral of clients to Jessica Harrison and/or withholding payment under this agreement until the alleged breach is corrected. If Jessica Harrison indicates unwillingness to take corrective action, the contractor may initiate termination of this agreement.

Therapist will notify Winkler County Juvenile Probation of any significant change that may affect the therapeutic services in Winkler County. This would include a change in the therapist's name, address, license, and type of services offered, fees, complaints, or any other information that would impact the therapist's agreement with Winkler County Juvenile Probation Department.

Jessica A. Harrison will provide Winkler County Juvenile Probation with a copy of current license and current insurance.

- A. **Billing:** Jessica Harrison agrees to furnish contractor with an itemized bill, which shall include a fair-market value flat monthly rate of 1600.00 for the first 5 clients in which Jessica Harrison will assure that 5 counseling sessions will be available weekly for individual, group, or family therapy via teleconferencing or face to face. A fee of \$100 per session will be charged for any additional session. Jessica Harrison agrees to utilize generally accepted accounting principles and to account separately for the receipt and expenditure of any and all state funds received from the contractor under this agreement.

**Payment:** Payment shall be made monthly within (15) days of receipt by contractor of Jessica Harrison invoicing.

Payment shall be made to: Jessica Harrison  
25602 Vista Bella, San Antonio, TX. 78260

B. Winkler County Juvenile Probation will be responsible for an additional \$100 charge on any month where the therapist makes a face to face visit.

C. Winkler County Juvenile Probation will pay \$1600 per month and will pay for "no show" appointments for any of the additional clients after the first 5 clients included in the monthly unless a 24 hour notice was provided. Therapist will notify the probation officer of any no show appointments. Therapist will document a "no show" in the monthly invoice.

a) Therapist will be notified as soon as possible when youth has completed probationary terms or has been placed in a residential treatment center. When that notification is given, the therapist should consider further sessions for that client cancelled until therapy is reinstated by the Winkler County Juvenile Probation Department.

b) If the client provides 24 hour cancellation to Winkler County Juvenile Probation Department and to Jessica Harrison then Winkler County Juvenile Probation will not be responsible for "no show" payment as long as it is an additional client that does not fall into the clients served under the monthly rate.

D. Accounting: Jessica Harrison shall adhere to Generally Accepted Accounting Principles (GAAP) and follow Winkler County's fiscal management policies and procedures in submitting timely billing and maintaining accurate financial records.

E. Record Keeping: Therapist will consult with Winkler County Juvenile Department monthly regarding client progress in therapy and treatment implementation. Jessica Harrison will provide access of records to the contractor necessary to monitor Jessica Harrison's performance under this contract. Jessica Harrison will retain all applicable records for a minimum of 3 years or until any pending audits have been completed or questions regarding the financial records have been resolved.

F. Medical: Winkler County Juvenile Probation Department and Jessica Harrison will follow approved emergency plans if the need should arise for medical services.

G. Confidentiality and Indemnification: In consideration of Jessica Harrison, LPC, and /or her representatives or agents agreeing to provide access to information or records pertaining to juveniles receiving counseling services by contractor, contractor agrees to indemnify and hold harmless Jessica Harrison, LPC, subject to the Texas Tort Claims Act for any damages and/or claims, including, but not limited to attorney's fees incurred in the event that any breach of confidentiality occurs as a result of Jessica Harrison, LPC, providing the information or records to contractor to the extent allowed by the law.

H. Insurance: Jessica Harrison shall provide insurance of direct delivery of services under this contract.

Article I Entire agreement: this agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter of this agreement which is not contained herein shall be valid or binding.

Article II Applicability: This agreement shall insure solely to the benefit of the parties hereto and not any third party recipients or supplier of services.

Article III Assignability: This agreement is not assignable.

Article IV Attorney's fees: if any law or action is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled.

Article X Governing Law: the validity of this agreement and of any of its terms of 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 venues shall be in Winkler County, Texas.

Article XI Child Support: Under section 231.006, Family Code, Winkler County Juvenile Probation certifies that the entity named in this contract is not eligible to receive the specific grant, loan, or payment and acknowledge that this contract may be terminated and payment may be withheld if this certification is inaccurate.

Article XVI Performance Measures: The performance of the Service Agency in achieving the goals of the department will be evaluated on the basis of the output and outcome measures contained in this section. The department at its discretion, may use other means or additional measures to evaluate the performance of the service agency in fulfilling their terms and conditions of the agreement.

1. The service agency agrees that it will permit the department to examine and evaluate its program of services provided under the terms of this contract and to review client records. This examination and evaluation of the program will include, but is not limited to case consultations, observation of programs in operation, interviews, and the administration of questionnaires of the clients of the service agency.
2. The service agency agrees to ensure separate accountability for the receipt and expenditure of any and all state funds received from the agency. The service agency understands that it may be paid in whole or in part with state funds for the services provided under this contract.
3. The service agency agrees to maintain these records for three (3) years after final payment or until the state-approved audit has been made and all questions there from are resolved.

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Jessica Harrison, M.Ed., LPC

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Date

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Juvenile Board Chair

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Date



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Chief Juvenile Probation Officer

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7/22/2021

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Date



Date: 7/26/2021

ATTN: Don Kapka

Job: 701 N. Pine yard

Dear Don Kapka the price to perform the work at 701. N Cedar yard is to not exceed \$12,500.00

Will be installing new LED lights under both car ports and installing photo cells onto circuits. Mounting bull horns and lights on top side of poles and wiring them in.

Price includes:

- Retro fitting new LED lights under car ports.
- Installing bull horns and new LED flood lights on poles.
- Installing photo cells on installed LED lights.
- Installing 2 new LED wall pack lights.
- Labor, equipment, and material.

Deviation of job scope discussed with Don Kapka on 6/21/2021.

Any deviation of planed scope of work will be considered a change order. To perform change orders they will be agreed on and signed for before work.

Thank you,

Caleb Fischer

[Calebdfischer@gmail.com](mailto:Calebdfischer@gmail.com)

(432) 703-7458

## Sims Welding

100ft. fence 8ft. tall

50ft of R-panel

50ft of 8ft. Rpanel

2 bags of stretch purlin screws

300ft of 4" purlin

Color white

Material price 2,283.43

Labor Cost 1,000.00

Total 3,283.43

County Barn





# Proposal

Local Government Division

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**SaaS (Hosted)**  
**Upgrade to Self Service**  
**Add eMarriage and eRecording**  
**5yr Term**

*Presented to:*

**Pam Greene**  
County Clerk  
Winkler County  
100 East Winkler, 1st Floor  
Kermit, TX 79745  
432-586-3401  
[pgreene@co.winkler.tx.us](mailto:pgreene@co.winkler.tx.us)

*Proposal date:*

July 16, 2021

*Submitted by:*

**Christine Jandreau**  
Account Representative  
A&T Division - Eagle  
(877) 554-4434  
[christine.jandreau@tylertech.com](mailto:christine.jandreau@tylertech.com)

# On Premise Subscription Summary

Pam Greene  
Winkler County  
July 16, 2021



## Cost Summary

Professional Services & Hardware	Cost
Hardware for 1 refresh (no servers)	incl
Deployment Services to Hosted	incl
Implementation Services	6,600
Remote Hardware Services	5,400
<b>Services</b>	<b>12,000</b>

### Remote Assistance Only

SaaS (Software as a Service)	Annual Fees
Length of Agreement	5 Years - 60 Months
SaaS Annual Fee	59,433
	<b>59,433</b>

### Summary - Annual SaaS Fee includes:

- All software
- All Support
- Deployment to Host Center services
- Hardware for one (1) refresh NO Servers
- Extended warranties for all hardware in refresh
- Tyler University
- Hosting Services (incl. Disaster Recovery & 24/7 Monitoring)

### Not included in SaaS Annual Fee: (Out of Pocket Costs noted above)

- Remote services to upgrade to Self Service web portal with eCommerce, etc.
- Remote services to add eRecording
- Remote services to add eMarriage
- Remote services for hardware refresh assistance

**\*\*Please Note:** going forward Winkler County IT would be responsible for all maintenance and warranties of on premise hardware.

**Please Note:** There are no on-site services related to this Contract Addendum

## Software & Services

Pam Greene  
Winkler County  
July 16, 2021



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### Application Software & Professional Services

QTY

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#### Eagle Land & Vital Records Suite

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##### Eagle Recorder

Base License	1
Full Use License (per user)	6
Public View Licenses (per user)	3
Forms Printing	1
<i>(2 Forms Included)</i>	
Minutes Module	1

##### Self Service Web Portal

Self Service	1
eComm	1
eMarriage (New)	1
Tyler U	1

eRecording (New)	1
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## Professional Services

Pam Greene  
Winkler County  
July 16, 2021



Implementation Services Breakdown	QTY	Services
<b>Eagle Land &amp; Vital Records Suite</b>		
<b>Upgrade to Self Service</b> Provide enhanced customer services, and improve the efficiency and timeliness of the delivery. Tyler Self Service allows you to offer managed access to data, and other content of your Eagle Software applications—Eagle Recorder and Eagle Clerk. With Tyler Self Service, customers can search and purchase records online, based on viewable criteria established by an Winkler County.	44	6,600
<b>Project Management</b>		
<b>Official Records/Certified Copy</b> Configuration for Certified Copies workflow, and training		
<b>eCommerce Module Services</b> Allows citizens to download and purchase document copies, request certified copies, submit Marriage application and other forms, via credit card on line. Integration with Eagle Recorder assumes Winkler County has established agreements with Tyler's credit card partner BridgePay, and a merchant provider.		
<b>Scope of Work: Web Transactions:</b> <ul style="list-style-type: none"><li>• Configuration of PayGuardian (BridgePay's portal)</li><li>• Integration with Eagle Recorder, including setting up administrator workstation, merchant accounts and file-drop directory</li><li>• Testing (done remotely and with client interaction)</li><li>• Training (remote)</li><li>• Go Live assistance (remote)</li></ul>		
<b>Scope of Work: Over the Counter Transactions:</b> <i>No services - Winkler County has opted to remain with current credit card vendor</i>		
<b>eMarriage Module (New)</b> Configuration for up to two prompted presentations that support forms. Additional presentations and forms would require additional hours. Services include set up of in house existing kiosks. Remote training services		
<b>eRecording Module</b> Configuration and training		
<b>Marks &amp; Brands</b> Forms for Application process Training		
<b>Assumed Names</b> Forms for application process Training		
<b>Vital Records Search</b> Search for County approved vital records		
<b>Remote Business Process Review</b> Tyler Technologies will provide remote services to review current configuration set up, and daily process of recording documents to assist Winkler County in utilizing current software capability.		

## Professional Services

Pam Greene  
Winkler County  
July 16, 2021



### Deployment Services:

incl

- 1) Data migration
- 2) Data Testing
- 3) Configuration of application in house functionality
- 4) Assistance with deploying clients to connect to hosting instance
- 5) Create client users
- 6) Configure data to new hosted instance and load new hosted users
- 7) Data Transfer and sync to data center
- 8) Testing for Go-Live

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44

6,600

# Hardware & System Software

Pam Greene  
Winkler County  
July 16, 2021

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Workstations	QTY
<b>Dell OptiPlex 3080 Mini Tower</b>	3
Intel Core i5 10500 6 Cores 12MB 6T up to 4500mhz 65W	
8 GB DDR4 non-ECC Memory	
Integrated Intel Video <b>1 HDMI and 1 DP and 1 VGA</b>	
VGA Video Port	
M2 256GB PCIe NVMe Class 35 Solid State Drive	
8x DVDRW SATA with Cyberlink Software	
Keyboard and Mouse	
Windows 10 Professional	
3 year NBD onsite warranty	
Upgrade to 16GB DDR3 SDRAM	3
Extended 2yr Warranty	3
Dell P Series P2419H 24" Monitor - Portrait/Landscape viewing ( <b>VGA / DP</b> )	3
Dell KM636 Wireless Keyboard and Mouse	3
<b>Dell OptiPlex 5080 Mini Tower</b>	3
Intel Core i5 10600 6 Cores 12MB 6T up to 4800mhz	
16 GB DDR4 non-ECC Memory	
Integrated Intel Video <b>1 HDMI and 1 DP and 1 VGA</b>	
VGA Video Port	
M2 512GB PCIe NVMe Class 35 Solid State Drive	
8x DVDRW SATA with Cyberlink software	
Keyboard and Mouse	
Windows 10 Professional	
3 year ProSupport and NBD onsite warranty	
Upgrade to 32GB DDR3 SDRAM	3
Extended 2yr Warranty	3
Dell P Series P2419H 24" Monitor - Portrait/Landscape viewing ( <b>VGA / DP</b> )	3
Dell KM636 Wireless Keyboard and Mouse	3
Media Plus Automated Cash Drawer USB Black NEW EAGLE	1
<b>Microsoft Office Software</b>	3
Microsoft Office 2019 Home and Business OEM Must be purchased with PC includes Excel Outlook Word Powerpoint and OneNote	
TrippLite 8-Outlet Protect II! TLP810 Surge Suppressor from Dell	6

## Hardware & System Software

Pam Greene  
Winkler County  
July 16, 2021

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<b>Imaging Scanners</b>	<b>QTY</b>
<b>Fujitsu FI7160 Color Scanner</b>	5
60 page per minute 120 IPM 600 DPI Duplex Ready	
80 page Automatic Document Feeder	
Scans A4 Letter and custom sizes	
3 year advanced nbd exchange warranty	10
<hr/>	
<b>Laser Printers</b>	<b>QTY</b>
<b>Hewlett Packard LaserJet M607N 8V9090</b>	4
55 Pages per Minute 512MB Memory	
1200 dpi USB Gigabit Ethernet 650 sheet standard capacity	
Recommended Monthly Volume 5000 to 20000	
1yr Next Business Day On Site Warranty	
Additional 550 sheet input tray for M607 8W0435	4
HP Care Pack Hardware Support 2 year extended 3 total with new printer	8
<hr/>	
<b>Misc. Hardware and Contingency Hardware</b>	<b>QTY</b>
<hr/>	
<b><u>Cash Collection</u></b>	
Epson TMH6000V Thermal Receipt Printer Black USB NEW	1
Zebra ZD420T Label Printer	3
Tower - APC 1500	1
<hr/>	
<b>Installation &amp; Configuration - REMOTE SERVICES ONLY</b>	<b>5,400</b>



## SOFTWARE AS A SERVICE AGREEMENT

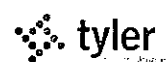
This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

### SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means Winkler County, Texas.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains EnerGov labeled software, defined users mean the maximum number of named users that are authorized to use the EnerGov labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.





- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

## SECTION B – SAAS SERVICES

1. **Rights Granted.** We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are

receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
  - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
  - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
  - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
  - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same

information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 24 hours and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the

Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

## SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
  - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
  - 9.2 provide support during our established support hours;
  - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
  - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
  - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at

least one (1) weeks' advance notice.

#### SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
  - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
  - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
  - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

#### SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

#### SECTION F – TERM AND TERMINATION

1. **Term.** The initial term of this Agreement equal to the number of years indicated for SaaS Services in Exhibit A, commencing on August 1, 2021, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. **Termination.** This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
  - 2.1 **Failure to Pay SaaS Fees.** You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
  - 2.2 **For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
  - 2.3 **Force Majeure.** Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
  - 2.4 **Lack of Appropriations.** If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

## **SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE**

### **1. Intellectual Property Infringement Indemnification.**

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement,

including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

## 2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES



ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
  
6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

#### SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
  
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
  
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
  
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will

reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
  - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
  - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
  - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
  - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such

quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.

19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
23. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement Schedule 1: Support Call Process
Exhibit D	Third Party Terms
Exhibit E	Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Winkler County, Texas

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Address for Notices:

Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, ME 04096  
Attention: Chief Legal Officer

Address for Notices:

Winkler County  
P.O. Drawer T 70. Drawer Y  
Kermit, TX 79745  
Attention: County Judge



## **Exhibit A Investment Summary**

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Quoted By: Christine Jandreau  
 Quote Expiration: 12/1/21  
 Quote Name: Winkler County - Move to SaaS - Upgrade to Self Service/eComm - add eMarriage and eRecording

Sales Quotation For:  
 Winkler County  
 P.O. Drawer T  
 Kermit, TX 79745  
 Phone: +1 (432) 586-3465

**Tyler Software and Related Services - SaaS**

Description	# of Years	Annual Fee
Software		
Recorder Base		
Full Seat License [6]		
eRecording		
Self Service		
Ecommerce		
EMarriage		
Minutes		
Tyler University		
Public View [3]		
<b>TOTAL</b>	<b>5</b>	<b>\$ 59,433</b>

**Professional Services**

Description	Extended Price	Maintenance
Remote Implementation	44	
Remote Hwd Services for 1 Refresh	36	
Remote Deployment to Host Services	incl. in SaaS Fee	
<b>TOTAL</b>	<b>80</b>	<b>\$ 12,000</b>

**Third-Party Hardware, Software and Services**

Description	Quantity	Total Price	Total Maint.
Eagle -Misc Hardware (see attached)	1	incl. in SaaS Fee	\$ 0
<b>TOTAL</b>		<b>0</b>	<b>\$ 0</b>

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 59,433
Total Tyler Services	\$ 12,000	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
<b>Summary Total</b>	<b>\$ 12,000</b>	<b>\$ 59,433</b>
<b>Contract Total</b>	<b>\$ 71,433</b>	



## Comments

### **Annual SaaS Fee includes:**

- 5 year term
- All software (current and new)
- All software support (current and new)
- Deployment to Host Center Services
- Hardware for one (1) refresh - NO servers
- Extended warranties for all hardware in refresh
- Hosting Services (incls. Disaster Recovery & 24/7 monitoring)
- Tyler University

### **Annual SaaS does NOT include: (Out of Pocket Costs)**

- Any FTP site, File Zilla services or Host Reporting Services
- Remote services to upgrade to Self Service with eCommerce
- Remote services to add eRecording and eMarriage
- Remote services for hardware refresh assistance

**Please Note:** Going forward, Winkler County IT would be responsible for all maintenance and warranties for new on premise hardware.

**There are no on-site services associated with this contract.**

## **Upgrade to Self Service**

Provide enhanced customer services, and improve the efficiency and timeliness of the delivery. Tyler Self Service allows you to offer managed access to data, and other content of your Eagle Software applications—Eagle Recorder and Eagle Clerk. With Tyler Self Service, customers can search and purchase records online, based on viewable criteria established by an Winkler County.

## **Project Management**

### **Official Records/Certified Copy**

Configuration for Certified Copies workflow, and training

### **eCommerce Module Services**

Allows citizens to download and purchase document copies, request certified copies, submit Marriage application and other forms, via credit card on line. Integration with Eagle Recorder assumes Winkler County has established agreements with Tyler's credit card partner BridgePay, and a merchant provider.

### **Scope of Work: Web Transactions:**

- Configuration of PayGuardian (BridgePay's portal)
- Integration with Eagle Recorder, including setting up administrator workstation, merchant accounts and file-drop directory
- Testing (done remotely and with client interaction)
- Training (remote)
- Go Live assistance (remote)

### **Scope of Work: Over the Counter Transactions:**

*No services - Winkler County has opted to remain with current credit card vendor*

### **eMarriage Module (New)**

Configuration for up to two prompted presentations that support forms. Additional presentations and forms would require additional hours. Services include set up of in house existing kiosks. Remote training services

### **eRecording Module (New)**

Configuration and training

### **Marks & Brands**

Forms for Application process

Training

### **Assumed Names**

Forms for application process

Training

### **Vital Records Search**

Search for County approved vital records

### **Remote Business Process Review**

Tyler Technologies will provide remote services to review current configuration set up, and daily process of recording documents to assist Winkler County in utilizing current software capability.

### **Deployment Services:**

- 1) Data migration
- 2) Data Testing
- 3) Configuration of application in house functionality
- 4) Assistance with deploying clients to connect to hosting instance
- 5) Create client users
- 6) Configure data to new hosted instance and load new hosted users
- 7) Data Transfer and sync to data center
- 8) Testing for Go-Live

# Hardware & System Software

Pam Greene  
Winkler County  
July 19, 2021

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Workstations	QTY
<b>Dell OptiPlex 3080 Mini Tower</b>	3
Intel Core i5 10500 6 Cores 12MB 6T up to 4500mhz 65W	
8 GB DDR4 non-ECC Memory	
Integrated Intel Video <b>1 HDMI and 1 DP and 1 VGA</b>	
VGA Video Port	
M2 256GB PCIe NVMe Class 35 Solid State Drive	
8x DVDRW SATA with Cyberlink Software	
Keyboard and Mouse	
Windows 10 Professional	
3 year NBD onsite warranty	
Upgrade to 16GB DDR3 SDRAM	3
Extended 2yr Warranty	3
Dell P Series P2419H 24" Monitor - Portrait/Landscape viewing ( <b>VGA / DP</b> )	3
Dell KM636 Wireless Keyboard and Mouse	3
<b>Dell OptiPlex 5080 Mini Tower</b>	3
Intel Core i5 10600 6 Cores 12MB 6T up to 4800mhz	
16 GB DDR4 non-ECC Memory	
Integrated Intel Video <b>1 HDMI and 1 DP and 1 VGA</b>	
VGA Video Port	
M2 512GB PCIe NVMe Class 35 Solid State Drive	
8x DVDRW SATA with Cyberlink software	
Keyboard and Mouse	
Windows 10 Professional	
3 year ProSupport and NBD onsite warranty	
Upgrade to 32GB DDR3 SDRAM	3
Extended 2yr Warranty	3
Dell P Series P2419H 24" Monitor - Portrait/Landscape viewing ( <b>VGA / DP</b> )	3
Dell KM636 Wireless Keyboard and Mouse	3
Media Plus Automated Cash Drawer USB Black NEW EAGLE	1
<b>Microsoft Office Software</b>	3
Microsoft Office 2019 Home and Business OEM Must be purchased with PC includes Excel Outlook Word Powerpoint and OneNote	
TrippLite 8-Outlet Protect It! TLP810 Surge Suppressor from Dell	6

## Hardware & System Software

Pam Greene  
Winkler County  
July 19, 2021

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<u>Imaging Scanners</u>	<u>QTY</u>
Fujitsu FI7160 Color Scanner	5
60 page per minute 120 IPM 600 DPI Duplex Ready	
80 page Automatic Document Feeder	
Scans A4 Letter and custom sizes	
3 year advanced nbd exchange warranty	10
<u>Laser Printers</u>	<u>QTY</u>
Hewlett Packard LaserJet M607N 8V9090	4
55 Pages per Minute 512MB Memory	
1200 dpi USB Gigabit Ethernet 650 sheet standard capacity	
Recommended Monthly Volume 5000 to 20000	
1yr Next Business Day On Site Warranty	
Additional 550 sheet input tray for M607 8W0435	4
HP Care Pack Hardware Support 2 year extended 3 total with new printer	8
<u>Misc. Hardware and Contingency Hardware</u>	<u>QTY</u>
<u>Cash Collection</u>	
Epson TMH6000V Thermal Receipt Printer Black USB NEW	1
Zebra ZD420T Label Printer	3
Tower - APC 1500	1
<b>Installation &amp; Configuration - REMOTE SERVICES ONLY</b>	<b>5,400</b>

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## Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing**: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees**. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services**.
  - 2.1 *VPN Device*: The fee for the VPN device will be invoiced upon installation of the VPN.
  - 2.2 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
  - 2.3 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
  - 2.4 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
  - 2.5 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

- 2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document.
3. Third Party Products.
- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.
- 3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Schedule A and may be increased by Tyler upon notice of no less than thirty (30) days.
5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.
6. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the SaaS Term.

**Payment.** Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting [AR@tylertech.com](mailto:AR@tylertech.com).



**Exhibit B**  
**Schedule 1**  
**Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.



## 2. Ground Transportation

### A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

### B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

### C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

### D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

## 3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

#### 4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

##### A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

###### Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

###### Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

##### B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.\*

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



## Exhibit C Service Level Agreement

### I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. **Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

*Actual Attainment:* The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows:  $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$ .

*Client Error Incident:* Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

*Downtime:* Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

*Emergency Maintenance:* (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

*Planned Downtime:* Downtime that occurs during a Standard or Emergency Maintenance window.

*Service Availability:* The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

*Standard Maintenance:* Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

### III. **Service Availability**

#### a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

#### b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned

Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual/Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

**IV. Maintenance Notifications**

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.



## Exhibit C Schedule 1 Support Call Process

### Support Channels

Tyler Technologies, Inc. provides the following channels of software support\*:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

\* Channel availability may be limited for certain applications.

### *Support Resources*

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – [www.tylertech.com](http://www.tylertech.com) – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption.

### Support Availability

#### *Standard Support*

Tyler Technologies standard support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Additionally, some clients may obtain support for certain Tyler solutions outside of standard times as further detailed below. Availability and cost of support outside of standard times is at Tyler’s discretion. Tyler’s holiday schedule is outlined below. There will be no standard support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

*Support Outside of Standard Times*

For clients who obtain 24 x 7 support, we will provide you with procedures for contacting support staff outside standard support times for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

For some Tyler solutions, we will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

**Issue Handling**

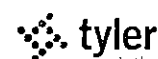
*Incident Tracking*

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

*Incident Priority*

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.



Priority Level	Characteristics of Support Incident	Resolution Targets
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

### *Incident Escalation*

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:



- (1) Telephone – for immediate response, call toll-free to either escalate an incident’s priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

*Remote Support Tool*

Some support calls require further analysis of the client’s database, process, or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client’s desktop and view the site’s setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



**Exhibit D**  
**Third Party Terms**

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**Exhibit E**  
**Statement of Work**

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