

STATE OF TEXAS            )  
                                       :  
 COUNTY OF WINKLER        )

On this the 14<sup>th</sup> day of October, 2019, the Commissioners' Court of Winkler County, Texas, met in Regular Term of Court at the Courthouse in Kermit, Texas, with the following members present, to-wit:

Charles M. Wolf	County Judge
Billy Stevens	Commissioner, Precinct No. 1
Robbie Wolf	Commissioner, Precinct No. 2
Hope Williams	Commissioner, Precinct No. 3
Billy Ray Thompson	Commissioner, Precinct No. 4
Shethelia Reed	County Clerk and Ex-Officio Clerk of Commissioners' Court

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

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

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

CONSENT AGENDA:

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

- (a) Payroll
- (b) Bills over \$500.00
- (c) Claims against County
- (d) The following Annual Service Agreement Renewals and payment to Total Office Solution in the amount of \$877.90 from budgeted funds:
  - 1. Winkler County Tax Assessor in the amount of \$209.90;
  - 2. Winkler County Sheriff's Office in the amount of \$240.00 and
  - 3. Winkler County Library – Kermit in the amount of \$528.00
- (e) Request to Construct Access Driveway Facilities by Loves Travel Stop on Winkler County right-of-way on County Road 313
- (f) Two (2) Requests to Construct Access Driveway Facilities by LJA

Engineering on Winkler County right-of-way on County Road 402

- (g) Payment to State Farm Fire and Casualty Company for Public Official Bond for Dixie Randolph, Deputy Treasurer, for the period beginning September 30, 2019 in the amount of \$100.00 from budgeted funds
- (h) Payment to State Farm Fire and Casualty Company in the amount of \$100.00 for surety bond for Rosa Parker, Winkler County Community Supervision, for the period of December 17, 2019 to December 17, 2020, from budgeted funds
- (i) Payment to Vulcan Materials Company in the amount of \$23,860.00 for asphalt pre-mix from lateral road funds
- (j) Receive report from County Extension Agent

D-843  
D-360

TEXAS AGRILIFE EXTENSION SERVICE  
MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS COURT REPORT

Name: Dena Floyd  
County: Winkler and Loving  
Month: Sept 2019  
Title: CEA-AGNR

DATE	MAJOR ACTIVITIES SINCE LAST REPORT	MILES	MEALS	LODGING
09/04/19	Regional online Weber meeting. Retagged a Hog that lost State Fair Tag			
09/05/19	Clover Bud Sign up on Lawn of Extension Office			
09/07/19 (Sat)	Had 4 4-Hers exhibit lambs and goats at the Jackpot at Andrews and had 1 heifer show at Permian Basin Fair			
09/08/19 (Sun)	Hoof Trimmer was as Wink 4-H Pens and trimmed over 15 calves feet			
09/09/19	4-H Meeting with 12 in attendance and Food Challenge Practice with 16 in attendance (Have 2 Adult Leaders making these practices happen)			
09/11/19	Traveled to Lattas to represent TCAAA at the County Judge and Commissioners Conference	408		
09/12/19	Clover Bud 1st official meeting with 16 attending			
09/12 - 09/14 2019	Had 3 4-Her show 4 steers at the West Texas Fair in Abilene, receiving the honor of Reserve Champion Mini Hereford. We also had 3 future 4-Hers show vs Mini Hereford show there too			
09/16/19	Food Challenge/Nutrition Practice with 15 in attendance, 4-H Officer Meeting after with all 4 officers there to discuss progress on 4-H Banquet			
09/18/19	Retagged another Deltas hog			
09/20/19	Received 7 applications for Outstanding 4-Hers awards to be given at Banquet, decorated for the banquet by setting all tables and chairs up with officers			
09/21/19	4-H Banquet combined with our Livestock Association (Feeders BBQ) Board elections were held. 79 people attended. Named our Four Outstanding 4-Hers and inducted Club Officers			
09/23/19	Food Challenge/Nutrition Practice with 16 attending, 4-H Club Officer meeting afterwards			
09/25/19	Traveled to District Office in Ft Stockton for the 2020 Admin Planning Meeting	155	15	
09/26/19	Clover Kids Meeting #2 Focus was Texas Plants with 10 Attending. Kernal Celebration Days Goat Roping Fund Raiser Much fun had by all and we raised a lil \$\$			
09/29/19	10 4-Hers and families and 10 hogs and agent leave for Week at the State Fair	415		
<b>GRAND TOTAL OF MILEAGE, MEALS AND LODGING</b>				
Other Expenses (list):				

I hereby certify this is a true and correct report of activities, travel and other expenses incurred by me in performance of official duties for the month shown.

County Extension Agent Signature

D-843  
D-360

TEXAS AGRILIFE EXTENSION SERVICE  
MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS COURT REPORT CONT'D

Name: Dena Floyd  
Month: Sept 2019

NUMBER OF CURRENT MONTHS CONTACTS					
BLT	TELEPHONE	OFFICE	TOTAL CONTACTS	NEWS ARTICLES	NEWSLETTERS
	272	71	343	6	121

MAJOR PLANS FOR NEXT MONTH

DATE	ACTIVITY
10/01-10/06 2019	10 4-Hers and families at State Fair of Texas exhibiting 10 Hogs as well and one family from Reeves Co
10/01/19	4-Hers and families attend Shell Open House in appreciation for all they did for us in renovating our 4-H barns
10/07/19	Food Challenge/Nutrition Practice and 4-H Club Officer Meeting, Kick Off National 4-H Week, Agent working on 2020 Plan of Work all week also
10/09/19	Livestock Assoc meeting and Lamb/Goat Validation Committee meeting. All kids wear green or 4-H Shirts to school and announcement about 4-H at each school
10/10/19	Clover bud meeting with focus on cattle, attend Appraisal Dist ag meeting
10/12/19 (Sat)	One Day 4-H Activity and 4-H 2019/2020 Kickoff
10/14/19	4-H Meeting, Food Challenge/Nutrition Meeting, Agent working on 2020 Plan of Work also
10/15/19	Attend and give report at Loving County Commissioners Court
10/18/19	2020 Plan of Work done and turn in today
10/19/19 (Sat)	Lamb and goat validation and Heifer Validation
10/21/19 10/22/19	Food Challenge/Nutrition Practice, Travel to Pecos to oversee Reeves Co Lamb and Goat Validation Travel to Balmorhea to oversee 2nd Lamb and Goat validation
10/23/19	Travel to Andrews to and Range program and host the Range specialist at my house for my program tomorrow
10/24/19	Ranchers Breakfast at Jeries, Clover Kids Meeting focus on Clover Painting and Coat Drive
10/28/19 10/28-11/1	Food Challenge/Nutrition Practice Major Show Open House Week

- (k) Contract and Agreement for Secure Long-Term Residential Service of Juvenile Offenders Space Available between Youth Opportunity Investments, LLC Center for Success and Independence at Rockdale Academy for the period September 01, 2019 through August 31, 2020

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

STATE OF TEXAS §  
COUNTY OF WINKLER §  
§

YOUTH OPPORTUNITY INVESTMENTS, LLC  
CENTER FOR SUCCESS AND INDEPENDENCE AT ROCKDALE ACADEMY  
Residential Services  
September 1, 2019 - August 31, 2020

This Agreement is entered into by and between Winkler County, at the request of and on behalf of the Winkler 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 467, Rockdale, Texas 76567. The business office of Service Provider is 12775 Horseshy Road, Suite 230, Carmel, Indiana, 46032.

**ARTICLE II  
TERM**

2.01 The term of this agreement is for 1 year, commencing September 1, 2019 and ending August 31, 2020.

**ARTICLE III  
SERVICES**

3.01 Service Provider will perform the following services:  
A. Provide basic residential services, including: standard supervision by qualified adults, food and snacks, recreation, personal hygiene items, haircuts, transportation, school supplies, room, (rent, utilities, maintenance, telephone), as agreed by Juvenile Probation.  
B. Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents and worker contacts. Any and all associated with off-campus visits or furloughs will be paid by the parent or guardian.

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

D. 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.

E. Maintain copies of the original Individualized Program Plan and the periodic reviews.  
F. Provide the Juvenile Probation Department with a written report of the child's progress on a monthly basis in a Monthly Progress Report.

G. 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.

H. 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.

A. Juvenile Probation shall evaluate Service Provider's performance under this Agreement

according to the following specific performance goals for Service Provider:

1. Ensure children complete residential placement.
  2. Prevent re-referrals of children during the six (6) months following release from residential placement.
  3. Ensure children move down in their Level of Care as they progress in the treatment program.
- B. Juvenile Probation shall additionally evaluate Service Provider by the following output measures (in actual numbers of units of service and activities):
1. The total number of children placed in residential placement.
  2. The total number of children who were discharged from residential placement successfully.
  3. The total number of re-referrals of children discharged from placements within six (6) months after release.
  4. The total number of children who move down in their Level of Care.
  5. The average length of time before a child moves down in the Level of Care.
- C. Juvenile Probation shall further evaluate Service Provider by the following outcome measures:
1. Percentage of children in residential placement who will complete their placement as a successful discharge.
  2. Percentage of children who have completed their placement and not re-referrals within six (6) months after release.
  3. Percentage of children who move down in their Level of Care.
- 4.02 Service Provider shall report on a monthly basis to Juvenile Probation as to each of the foregoing output and outcome measures. These reports will be reviewed by Juvenile Probation in order to monitor Service Provider for programmatic compliance with this Agreement.

**ARTICLE V  
COMPENSATION**

- 5.01 For and in consideration of the above-mentioned services, Juvenile Probation agrees to pay the Service Provider the sum of \$127.69 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.
- 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 \$175.00 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 \$175.00 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.
- 5.08 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 of 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

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

- A. Local law enforcement agency (such as the Milam County Sheriff's Office);
- B. Texas Juvenile Justice Department by submitting a TJJJ Incident Report Form to facsimile number 1-512-424-4717 (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

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 Winkler 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.

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

ARTICLE X  
DISCLOSURE OF INFORMATION

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

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

ARTICLE XI  
EQUAL OPPORTUNITY

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

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

Center for Success and Independence at Rockdale Academy  
Residential Services Agreement  
September 1, 2019 – August 31, 2020

(c) Shall abide by all applicable federal, state and local laws and regulations

**ARTICLE XII  
OFFICIALS NOT TO BENEFIT**

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

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

13.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement, as it deems appropriate, in any one of following circumstances:

A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or

B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms, and in either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.

C. Except to the extent that a party to this Agreement seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.

D. The prevailing party in any lawsuit arising out of this Agreement will be entitled to Attorney's fees from the other party, including actions for declaratory relief.

E. All notices required under this Agreement shall be in writing. They shall be sent by fax or by registered U.S. mail, return receipt requested, to the party at the addresses listed below. A party must provide notice of a change of address during the term of this Agreement. Unless specified otherwise, notices required in this Agreement shall be deemed to have been received when actually receive.

CSI - Rockdale Academy	Winkler County
696 N FM 487	PO Box 822
Rockdale, Texas 76567	Kermit, Texas 79745

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

Center for Success and Independence at Rockdale Academy  
Residential Services Agreement  
September 1, 2019 – August 31, 2020

**ARTICLE XVII  
SOVEREIGN IMMUNITY**

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

**ARTICLE XVIII  
REPRESENTATIONS & WARRANTIES**

18.01 Service Provider hereby represents and warrants the following:

A. That it has all necessary right, title, license and authority to enter into this Agreement;

B. That is qualified to do business in the State of Texas; that it 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 in 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**

Center for Success and Independence at Rockdale Academy  
Residential Services Agreement  
September 1, 2019 – August 31, 2020

G. The parties intend that, in construing and enforcing the provisions of the Agreement, mediators and judges shall give maximum effect to the principles of contractual freedom and contractual enforceability.

H. If any court finds any provision of this Agreement to be invalid or unenforceable, this finding shall not affect the validity or enforceability of any other provision of the Agreement.

I. No express or implied waiver by any party of any right of that party under this Agreement in any specific circumstance shall be considered to waive that right of that party in any other circumstance.

J. The covenants and agreements in this Agreement are binding on and issued to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

**ARTICLE XIV  
TERMINATION**

14.01 The term of this Contract shall be for a period of twelve 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 Winkler 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 Winkler County for any act(s) of commission or omission of the County or the County's agents, servants, or employees arising from or related to this contract for which a claim or other action is made.

Center for Success and Independence at Rockdale Academy  
Residential Services Agreement  
September 1, 2019 – August 31, 2020

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 Winkler 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\_\_\_\_\_.

Winkler County Probation Department	Center for Success and Independence at Rockdale Academy
_____	_____
Chief Juvenile Probation Officer	James C. Hill Jr.

Winkler County

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

(l) Service Agreement Proposal between Winkler County and Guardian Security Solutions, LC in the amount of \$1,767.83 for video surveillance system at Winkler County Pool/Water Park for the period October 10, 2019 to October 10, 2020 from committed road funds

(m) Replace Paula Holder with Dixie Randolph as Deputy Treasurer on signature card at West Texas National Bank effective October 14, 2019

(n) Replace Paula Holder with Sylvia Cunningham on signature card for Winkler County Tax Assessor-Collector account at West Texas National Bank effective October 14, 2019

(o) Replace Cheryl Johnson and Johnny Martinez with Anthony Glover and Darin Mitchell on signature card for the Winkler

County Sheriff's Office Inmate account and commissary account at West Texas National Bank

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

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

A motion was made by Commissioner Stevens and seconded by Commissioner Thompson to approve payment in the amount of \$9,000.00 to Kermit Volunteer Fire Department for reimbursement of training funds for five (5) firefighters from budgeted funds; which motion became an order of the Court upon the following vote:

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

Following discussion, a motion was made by Commissioner Stevens and seconded by Commissioner Williams to approve paving at Winkler County Golf Course in an amount not to exceed \$37,500.00 from committed capital improvement funds; which motion became an order of the Court upon the following vote:

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

Following discussion, a motion was made by Commissioner Williams and seconded by Commissioner Thompson to approve purchase of five (5) ton fire truck from Boyce Equipment & Parts Co., Inc, in the amount of \$34,040.00 for Kermit Volunteer Fire Department from committed funds; which motion became an order of the Court upon the following vote:

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

Following discussion, a motion was made by Commissioner Thompson and seconded by Commissioner Williams to approve purchase of ice machine from Commercial Ice Machine Company for Winkler County Exhibition Building in the amount of \$6,316.64 from contingency funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Thompson and seconded by Commissioner Steven to approve Amendment to Subscription Agreement to Contract Number 2013-0213A between Tyler Technologies, Inc., and Winkler County in the amount of \$30,417.00 for the term January 01, 2020 through December 31, 2020, from budgeted funds; which motion became an order of the Court upon the following vote:

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

Amendment to Contract ID# 2013-0213A



**Amendment to Subscription Agreement**

This Amendment is made between Tyler Technologies, Inc., with offices at 5519 53<sup>rd</sup> Street, Lubbock, Texas 79414 ("Tyler") and Winkler County, whose address is PO Drawer O, Kermit, TX 79745 ("Client").

WHEREAS, Client and Tyler are parties to the contract numbered 2013-0213A dated January 1, 2014 governing Client's access to the software and services ("Software") described therein; and

WHEREAS, the term of the Agreement expires December 31, 2019;

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:

1. The term of the Agreement is hereby renewed for a one (1) year term commencing on January 1, 2020 and expiring on December 31, 2020 ("Term"). Upon expiration of the initial term, this Amendment 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.
2. Tyler shall invoice Client \$30,417.00 for the first year's annual subscription fee in advance of the Term renewal date, and in each year through the end of the Term.
3. The subscription fees are based on the number of five (5) users described in the Agreement, and the Software may be accessed by no more than this number. Additional user subscriptions may be added during the Term at the same pricing as that for the current subscriptions, prorated for the remainder of the Term in effect at the time the additional user subscriptions are added.
4. All terms and conditions of the Agreement not herein amended shall remain in full force and effect.

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

Tyler Technologies, Inc.  
Local Government Division

Winkler County

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

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

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

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

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

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

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

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

A motion was made by Commissioner Williams and seconded by Commissioner Thompson to approve Resolution for Indigent Defense Grant Program from the Texas Indigent Defense Commission for 2020 and authorize County Judge to sign; which motion became an order of the Court upon the following vote:

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

**2020 Winkler County Resolution  
Indigent Defense Grant Program**

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and


WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

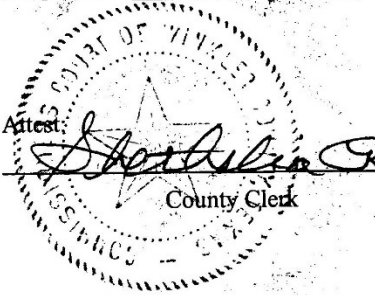
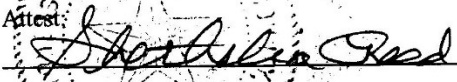
WHEREAS, Winkler County Commissioners Court has agreed that in the event of loss or misuse of the funds, Winkler County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

Adopted this 14 day of Oct, 2019.

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

  
Attest:   
\_\_\_\_\_  
County Clerk

A motion was made by Commissioner Williams and seconded by Commissioner Thompson to approve Resolution Authorizing County Grant in the amount of \$369.25 and application to Texas Department of Agriculture for Texans Feeding Texans: Home-Delivered Meal Grant Program; which motion became an order of the Court upon the following vote:

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





TEXAS DEPARTMENT OF AGRICULTURE
TEXANS FEEDING TEXANS: HOME-DELIVERED MEAL GRANT PROGRAM

RESOLUTION AUTHORIZING COUNTY GRANT PROGRAM YEAR 2020

A resolution of the County of Winkler (County) Texas, certifying that the county has made a grant to County of Winkler (Organization), an organization that provides home-delivered meals to homebound persons in the county who are elderly and/or have a disability, and certifying that the county has approved the organization's accounting system or fiscal agent.

WHEREAS, the Organization desires to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services for homebound persons in the County who are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program (Program); and

WHEREAS, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization, in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the Program rules require the County to approve the Organization's accounting system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the County recognizes Charles M. Wolf (Authorized Official) as an official of the Organization applying for a Home-Delivered Meal Grant from the Texas Department of Agriculture.

BE IT RESOLVED BY THE COUNTY:

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of \$369.25 to be used between the:

1st of January 2020 and the 1st of January 2021

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent which meets financial management system requirements as set forth in the Uniform Grant Management Standards promulgated by the Texas Comptroller of Public Accounts.

Introduced, read, and passed by the affirmative vote of the County Commissioners Court on this 14th day of October, 2019

Signature of Authorized Official of the County
Charles M. Wolf, Winkler County Judge

NOTE: All information shown in this resolution must be included in the resolution passed by the County. Updated July 2019



Texas Department of Agriculture
Texans Feeding Texans: Home-Delivered Meal Grant Program

COMMISSIONER SID MILLER

GTBD-201

Section A. Organization Information

Full Legal Business Name: COUNTY OF WINKLER

DBA (Doing Business As) Name: (if applicable)

Mailing Address: P O DRAWER Y WINKLER
Street Address Texas County
KERMIT TX 79745
City State Zip Code

Physical Address: 100 E WINKLER WINKLER
Street Address Texas County
KERMIT TX 79745
City State Zip Code

Federal Identification Number: 756001202
(must be nine (9) digits)

In order to receive this grant, the organization must be a private nonprofit with a volunteer board of directors, exempt from taxation under 501(c)(3) of the Internal Revenue Code of 1986 as described by 501(c)(3) of that code, or a governmental agency. Please indicate which of the following: Private nonprofit organization Governmental agency

Section B. Contact Personnel

Title: Executive Director Program Administrator Chief Executive Officer
President Other
Full Name: JEANNA WILLHELM Mr. Dr.
Email Address: jwillhelm@co.winkler.tx.us
Phone: (432) 586 - 3161 Ext. Alt Phone: (432) 586 - 6841

Trade & Business Development - Grants Office

Application - Page 1

Section C. Service Information
An organization must submit one application per county. If the applicant delivers meals in multiple counties, a separate application is required to document the meals in each county for which a grant is sought.
1. The County in which home-delivered meals were delivered: WINKLER
1.A. County Grant: \$369.25

Section C. Service Information (continued)
4. Does the applicant organization serve home-delivered meals in multiple Texas Counties? Yes No
5. If you answered 'Yes' to Question #4, please list all of the Texas counties in which the organization serves home-delivered meals, including those for which you do not intend to apply for TDA grant funds.
6. Total number of HOME-DELIVERED clients on your roster between: September 1, 2018 and August 31, 2019. 84

Trade & Business Development - Grants Office

Application - Page 2

Section D. Certifications

By signing below, Applicant:
(1) Certifies all information provided in connection with this application is true and correct to the best of Applicant's knowledge;
(2) Acknowledges any misrepresentation or false statement made by Applicant, or an authorized agent of Applicant, in connection with this application, whether intentional or not, will constitute grounds for denial of this application;
(3) Acknowledges acceptance of funds in connection with this application acts as an acceptance of the authority of TDA and the State Auditor's Office (SAO) or any successor agency to conduct an investigation in connection with those funds, and Applicant further agrees to cooperate fully with TDA and/or SAO or its successor in the conduct of the audit or investigation, including allowing TDA and/or SAO to inspect Applicant's premises and providing all records requested;
(4) Acknowledges this application and any payments owed to Applicant in connection with this application may be reduced or denied because of Applicant's owing any debt to the State of Texas; and
(5) By submission of this application, Applicant acknowledges as a condition of receipt of grant funds under this program the Applicant will be required to execute a grant agreement with the Texas Department of Agriculture, and further acknowledges that failure to timely execute the grant agreement will result in withdrawal of any grant funds awarded, and those funds will be redistributed to other qualified applicants in accordance with state law and TDA rules.

Applicant further certifies that:
(1) Applicant is a qualifying governmental agency or nonprofit private organization that is exempt from taxation under 501(c)(3), Internal Revenue Code of 1986, as an organization described by 501(c)(3) of that code, which is a direct provider of home-delivered meals to homebound elderly persons or persons with disabilities in Texas;
(2) Applicant enforces nondiscrimination practices;
(3) Applicant has an accounting system or fiscal agent approved by the county where it provides meals and has a system to prevent the duplication of services to clients;
(4) Applicant has received a grant from the county in which the organization is delivering meals, in accordance with Title 4, Part 1, Subchapter O, Section 1.953 of the Texas Administrative Code;
(5) Applicant agrees to use funds received through the home-delivered meal grant program only to supplement or extend existing home-delivered meal services;
(6) Applicant authorizes TDA to review, verify and authenticate all information supporting this application, including contacting other agencies, organizations, facilities or third parties to verify data provided by an Applicant from the records of such agencies, organizations, facilities or third parties;
(7) Applicant understands TDA may request further documentation supporting this application, including contacting other agencies, organizations, facilities or third parties to verify data provided by an Applicant from the records of such agencies, organizations, facilities or third parties;
(8) Applicant acknowledges, affirms, consents to, and understands that Applicant is solely responsible for calculating and verifying the information contained in Section C of the application, along with the information provided in Attachment A. Applicant acknowledges, affirms, consents to, and understands that if any inaccurate, incorrect, false, or misleading information is supplied in the application, including, without limitation, the information contained in Section C and Attachment A, Applicant may be required to refund or pay back a portion or all of the funds awarded pursuant to this grant. Notice of Penalties: The penalty for knowingly making false statements or false entries, or attempts to secure money through fraudulent means, may include fines and/or incarceration and/or forfeiture of funds under applicable state law.

Notary Public, State of Texas
Charles Wolf
SWORN TO AND SUBSCRIBED before me on the day of 2019
Notary Public, State of Texas
Notary's printed name:
Notary's commission expires:

Trade & Business Development - Grants Office

Application - Page 3

**Texans Feeding Texans: Home-Delivered Meal Grant Program**  
Attachment A – Meal Number Documentation Worksheet

**Applicant Organization:** COUNTY OF WINKLER  
**Numbers provided below represent meals delivered in the County of:** WINKLER

Please indicate the number of home-delivered meals the organization delivered\* during State FY 2017, September 1, 2018 – August 31, 2019, to eligible clients\*\* in the County. The purpose of this page is to assist the organization in determining the total number of meals delivered by the organization. Your organization may update categories as needed.  
 The organization must maintain sufficient documentation to confirm the meal numbers provided below. This may include, but is not limited to: daily logs, tally sheets, spreadsheets, or any software tracking system. Clients' intake files must also be maintained by the organization. You may be asked to provide backup documentation during the application process or during future monitoring visits.

	A	B	C	D	E	F	G	H	I	J
Sep-18	538	62	20	186		995				
Oct-18	538	50	16	228		1121				
Nov-18	538	67	8	176		772				
Dec-18	538	44	38	177		872				
Jan-19	538	79	44	209		1246				
Feb-19	538	48	38	186		961				
Mar-19	538	112	42	198		1021				
Apr-19	538	67	37	168		1082				
May-19	838	81	44	174		731				
Jun-19	838	93	58	82		461				
Jul-19	838	81	64	85		615				
Aug-19	838	61	58	87		262				
<b>TOTAL</b>	<b>7656</b>	<b>855</b>	<b>467</b>	<b>1956</b>	<b>0</b>	<b>10139</b>	<b>0</b>			

\*Delivered - See TDA's Texans Feeding Texans: Home-Delivered Meals website for a full definition.  
 \*\*Eligible Clients - Housebound persons 60 years of age or older and/or disabled.  
 \*\*\*Locally Funded Meals may include meals paid for by fundraising and other private sources, such as United Way.  
 \*\*\*\* List Other Meal sources on a separate page, if needed. Include meals funded with Texans Feeding Texans: Home-Delivered Meals funds.  
 • Congregate meals are not eligible for consideration and should not be included in the total Home-Delivered Meals number. Applicants must separate home-delivered meals from congregate meals in order to avoid errors in grant calculations.

Signature of Organization Representative: \_\_\_\_\_ Date: \_\_\_\_\_  
 Printed Name and Title: \_\_\_\_\_

A motion was made by Commissioner Stevens and seconded by Commissioner Williams totable approving transfer of 2013 Ford Explorer vehicle having VIN #1FM5K7AR7DGB30016 from Winkler County Juvenile Probation Department to Winkler County Sheriff's Department for use by School Resource Officer; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Williams and seconded by Commissioner Stevens toapprove payment to BWI Companies, Inc., for herbicide and fertilizer in the amount of \$2,940.79 for Winkler County Golf Course from budgeted funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Williams and seconded by Commissioner Stevens toapprove payment to Texas Department of Transportation Aviation Division for Sponsors Share in the amount of \$181,444.00 from committed funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Williams and seconded by Commissioner Thompson toaccept written resignation of Shethelia Reed, Winkler County Clerk, effective December 31, 2019; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Williams and seconded by Commissioner Thompson to nominate Pam Greene as Winkler County Clerk, effective January 01, 2020; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Wolf and seconded by Commissioner Stevens to approve Winkler County Courthouse construction claim(s) and the following change order(s): proposal from Guardian for Courthouse badge system in the amount of \$13,511.50 and RedLine Integration Security Hardware Specialists for doors and hardware in the amount of \$137,250.00; which motion became an order of the Court upon the following vote:

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



# GUARDIAN

Security Solutions, LC

3214 122nd Street  
Lubbock, TX 79423

806-794-7767  
TX LIC# B11916, OK #1235

Date	Proposal
9/17/2019	8373

Winkler County  
Attn: Judge Charles Wolf  
Drawer O  
Kermit, TX 79745

--

Mailing address: PO Box 53874, Lubbock, TX 79453

Fax: 806-794-7789

Web: www.myshield.org

E-RATE CERTIFIED

Coop Members: TIPS, Buyboard, Good Buy

COOP NAME	TERMS	Sales Person
	Due on receipt	John Greeson

Item	Description	Location	Qty	Price Each	Total
ICWXXKIT-6D	Protege WX 6-door Kit - Includes 2x4 Enclosure, (1) Controller, (2) Expansion Module, (2) 4A /12V PSU (1.2A per door).		1	3,145.00	3,145.00
DM369	12VDC 7.0 AH Lead Acid Battery		2	58.00	114.00
ICTMT-MM	Multi-technology 13.56MHz or 125kHz Mini-Mullion Mount Reader. NFC or Bluetooth device support, Black, 3.31" x 1.77" x 0.67", Weigand and RS485, IP65 Rated		5	390.00	1,950.00
IC1356TAGBWH	Mifare Key Tag, 13.56MHz, S50(1K) White		60	5.625	337.50
NOPS10C24x	24V DC Power Supply, 10amp, metal lock box, 115VAC		1	355.00	355.00
Caddy	Wire Caddy		1	500.00	500.00
ICT-RS485	PLENUM RS-485 cable, 1000' Box, 18/2 unshielded, 22/1 pair		2	745.00	1,490.00
VEWR182	18/2 Stranded		2	210.00	420.00
Installation	Professional Services		1	5,200.00	5,200.00

SEND APPROVED PURCHASE ORDER TO  
Angie Gentry agentry@myshield.org  
Joe Dunn accounting@myshield.org

Prices on this proposal are guaranteed for 30 days

Date: 10/16/19

Offer accepted and approved

CUSTOMER PO #	Subtotal	\$13,511.50
GOING THROUGH COOP ?	Sales Tax (8.25%)	\$0.00
COOP NAME	Total	\$13,511.50

Signature CR Dunn





PO BOX 428  
Rockwall, TX 75087  
469-975-7737  
accounting@redlineintegration.com  
Security License # 804108701

**Estimate**

Date	Estimate #
10/13/2019	844

Name / Address
My Shield/Guardian Security Solutions 3214 122nd Lubbock, Texas 79423

Job Site
Winkler County Court House 100 E Winkler St 1st Floor Kermit, TX 79745

Terms	Rep	Project
Due on receipt	TD	Winkler County

Qty	Description	Rate	Total
*****OPTION 1*****			
	Winkler County Court House 100 E Winkler St 1st Floor Kermit, TX 79745		
	***Revised With Roof Door***		
	3 Main Entry Openings Remove existing doors and replace with new metal doors of the same size and style with electrified Van Dupuis exit devices and security glass on all pairs. ADA operators on 1 pair. Other Pairs will get LCN Heavy Duty Door Closers		
	2 Side Entrance Openings Remove existing doors and replace with new metal doors of the same size and style with electrified Van Dupuis exit devices, security glass and LCN Heavy Duty Door Closers		
	Back Door Remove existing door and frame and replace. New door will be a metal security door and swing out. It will have an electrified exit device. Includes but hinges with one being Electric Transfer Hinge and LCN heavy duty door closer with a large door viewer.		
<b>Total</b>			

Signature *CDm...*



PO BOX 428  
Rockwall, TX 75087  
469-975-7737  
accounting@redlineintegration.com  
Security License # 804108701

**Estimate**

Date	Estimate #
10/13/2019	844

Name / Address
My Shield/Guardian Security Solutions 3214 122nd Lubbock, Texas 79423

Job Site
Winkler County Court House 100 E Winkler St 1st Floor Kermit, TX 79745

Terms	Rep	Project
Due on receipt	TD	Winkler County

Qty	Description	Rate	Total
	Roof Door Remove and replace roof door and frame. New door will be a metal security door and swing out. It will have a Von Duprin exit device and LCN heavy duty door closer.		
1	Doors, Frames and Hardware (Door Add Roof)	97,000.00	97,000.00
1	Painting	5,500.00	5,500.00
1	Misc Consumables and Supplies	2,750.00	2,750.00
1	Labor	29,000.00	29,000.00
1	Per Diem	3,000.00	3,000.00
*****Please allow 8 to 10 Weeks for Delivery of Doors and Hardware Plus 2-4 Weeks for Painting*****			
	Specific Inclusions - Standard limited 1-year warranty to be provided. Warranty only applies to materials provided and installed by Redline Integration. - Installation of all parts listed above. - Painting of Doors and Frames. Doors and Frames will be painted to customer selected color. If Special paint or texture is required additional charges may apply.	0.00	0.00
<b>Total</b>			

Signature



PO BOX 428  
Rockwall, TX 75087  
469-975-7737  
accounting@redlineintegration.com  
Security License # 804108701

**Estimate**

Date	Estimate #
10/13/2019	844

Name / Address
My Shield/Guardian Security Solutions 3214 122nd Lubbock, Texas 79423

Job Site
Winkler County Court House 100 E Winkler St 1st Floor Kermit, TX 79745

Terms	Rep	Project
Due on receipt	TD	Winkler County

Qty	Description	Rate	Total
	- Comprehensive inspection and acceptance test with owner or representative upon completion of project.		
	Specific Exclusions - Permits and associated fees - Patch/Paint cover plates and replacement ceiling tiles. - All testing for infectious control, Asbestos and debris containment. - Decontamination of existing cabinetry if necessary. - 120v AC outlet or hardware. - Final hooking of lockers or provisioning of cylinders unless specifically addressed in proposal. - Warranty on parts we do not provide. - Any connections to fire alarm. - Disposal of removed doors, frames or hardware.		
	Clarifications - All doors will be as close to the existing in size and appearance as possible. - Does not include tax or shipping and handling charges. These may be assessed at final billing if applicable. - Estimate price is guaranteed for 30 days. - Work to be performed during regular work hours. After hours or weekend work can be provided at		
<b>Total</b>			

Signature



PO BOX 428  
Rockwall, TX 75087  
469-975-7737  
accounting@redlineintegration.com  
Security License # 804108701

**Estimate**

Date	Estimate #
10/13/2019	844

Name / Address
My Shield/Guardian Security Solutions 3214 122nd Lubbock, Texas 79423

Job Site
Winkler County Court House 100 E Winkler St 1st Floor Kermit, TX 79745

Terms	Rep	Project
Due on receipt	TD	Winkler County

Qty	Description	Rate	Total
	an additional cost. - We will install all Hardware as per manufacturer's instructions unless otherwise specified in writing. - After installation of hardware Redline Integration will test and verify proper functionality of hardware, we install both mechanically and electrically. - This estimate is designed to be executed as a single phase. If this project needs to be broken into multiple phases additional travel expenses may apply. - We will make every reasonable effort to leave openings that we work on functioning better than we found them. This will include minor adjustments and repairs to opening and existing hardware. This does not include major repairs or replacement of damaged or broken hardware not covered by this estimate. - Will supply our standard general liability insurance certificates upon request; other insurance requirements are an additional fee. - Proposal is based on acceptance of all scopes as a package. Price for separate parts of the work may be increased from the values shown. - If this bid price is accepted, this proposal with its conditions becomes part of the contract.		
<b>Total</b>			

Signature



PO BOX 428  
Rockwall, TX 75087  
469-975-7737  
accounting@redlineintegration.com  
Security Licence # 604108701

Estimate

Date	Estimate #
10/13/2019	844

Name / Address  
My Shield/Guardian Security Solutions  
3214 122nd  
Lubbock, Texas 79423

Job Site  
Winkler County Court House  
100 E Winkler St. 1st Floor  
Kermit, TX 79745

Terms	Rep	Project
Due on receipt	TD	Winkler County

Qty	Description	Rate	Total
		<b>Total</b>	<b>\$137,250.00</b>

Signature \_\_\_\_\_



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Terms	Rep	Project
Due on receipt	TD	Winkler County

Qty	Description	Rate	Total
*****OPTION 1***** Winkler County Court House 100 E Winkler St. 1st Floor Kermit, TX 79745 ****Revised With Roof Door**** 3 Main Entry Openings Remove existing doors and replace with new metal doors of the same size and style with electrified Von Duprin exit devices and security glass on all pairs. ADA operators on 1 pair. Other Pairs will get LCN Heavy Duty Door Closers. 2 Side Entrance Openings Remove existing doors and replace with new metal doors of the same size and style with electrified Von Duprin exit devices, security glass and LCN Heavy Duty Door Closers Back Door Remove existing door and frame and replace. New door will be a metal security door and swing out. It will have an electrified exit device. Includes beat hinges with one being Electric Transfer Hinge and LCN heavy duty door closer with a large door viewer.			
		<b>Total</b>	

Signature *C. D. M. W. J.*



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Due on receipt	TD	Winkler County

Qty	Description	Rate	Total
	Roof Door Remove and replace roof door and frame. New door will be a metal security door and swing out. It will have a Von Duprin exit device and LCN heavy duty door closer.		
1	Doors, Frames and Hardware (Door Add Roof)	97,000.00	97,000.00
1	Painting	5,500.00	5,500.00
1	Misc Consumables and Supplies	2,750.00	2,750.00
1	Labour	29,000.00	29,000.00
1	Per Diem	3,000.00	3,000.00
*****Please allow 8 to 10 Weeks for Delivery of Doors and Hardware Plus 2-4 Weeks for Painting*****			
1	Specific Inclusions - Standard limited 1-year warranty to be provided. Warranty only applies to materials provided and installed by Redline Integration. - Installation of all parts listed above. - Painting of Doors and Frames. Doors and Frames will be painted to customer selected color. If Special paint or texture is required additional charges may apply.	0.00	0.00
		<b>Total</b>	

Signature \_\_\_\_\_



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Terms	Rep	Project
Due on receipt	TD	Winkler County

Qty	Description	Rate	Total
	- Comprehensive inspection and acceptance test with owner or representative upon completion of project.  Specific Exclusions - Permits and associated fees - Patch/Paint cover plates and replacement ceiling tiles. - All testing for infectious control, Asbestos and debris containment. - Decommissioning of existing cabling if necessary. - 120v AC outlet on hardware. - Final tying of locksets or provisioning of cylinders unless specifically addressed in proposal. - Warranty on parts we do not provide. - Any connections to fire alarm. - Disposal of removed doors, frames or hardware.  Clarifications - All doors will be as close to the existing in size and appearance as possible. - Does not include tax or shipping and handling charges. These may be assessed at final billing if applicable. - Estimate price is guaranteed for 30 days. - Work to be performed during regular work hours. After hours or weekend work can be provided at		
		<b>Total</b>	

Signature \_\_\_\_\_



PO BOX 426  
Rockwall, TX 75087  
469-975-7737  
accounting@redlineintegration.com  
Security Licence # 804108701

**Estimate**

Date	Estimate #
10/13/2019	844

Name / Address
My Shield/Guardian Security Solutions 3214 122nd Lubbock, Texas 79423

Job Site
Winkler County Court House 100 E Winkler St 1st Floor Kermit, TX 79745

Terms	Rep	Project
Due on receipt	TD	Winkler County

Qty	Description	Rate	Total
	an additional cost. - We will install all Hardware as per manufacturer's instructions unless otherwise specified in writing. - After installation of hardware Redline Integration will test and verify proper functionality of hardware, we install both mechanically and electrically. - This estimate is designed to be executed as a single phase. If this project needs to be broken into multiple phases additional travel expenses may apply. - We will make every reasonable effort to leave openings that we work on functioning better than we found them. This will include minor adjustments and repairs to opening and existing hardware. This does not include major repairs or replacement of damaged or broken hardware not covered by this estimate. - Will supply our standard general liability insurance certificates upon request; other insurance requirements are an additional fee. - Proposal is based on acceptance of all scopes as a package. Price for separate parts of the work may be increased from the values shown. - If this bid price is accepted, this proposal with its conditions becomes part of the contract.		
<b>Total</b>			

Signature \_\_\_\_\_



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**Estimate**

Date	Estimate #
10/13/2019	844

Name / Address
My Shield/Guardian Security Solutions 3214 122nd Lubbock, Texas 79423

Job Site
Winkler County Court House 100 E Winkler St 1st Floor Kermit, TX 79745

Terms	Rep	Project
Due on receipt	TD	Winkler County

Qty	Description	Rate	Total
<b>Total</b>			\$137,250.00

Signature \_\_\_\_\_

A motion was made by Commissioner Stevens and seconded by Commissioner Williams to approve Kermit Community Center construction claim(s) and the following change order(s): sewer line in the amount of \$160,086.85; which motion became an order of the Court upon the following vote:

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



OWNER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

**CHANGE ORDER**

PROJECT: Kermit Community Center  
 725 S. East Ave  
 Kermit, TX 79745  
 TO OWNER: Winkler County  
 100 East Winkler Street  
 Kermit, TX 79745

CHANGE ORDER NUMBER: KCC-CO-004  
 DATE: 10/9/2018  
 ARCHITECT'S PROJECT NO: 18-03  
 CONTRACT DATE: 4/8/2019  
 CONTRACT FOR: Kermit Community Center

The Contract is Changed as follow:  
 This change order includes the following item that will be added to the contract:

Sanitary sewer line re-routing to City sewer line to the west of the property following the easement. \$114,000.00  
 Install 4 manhole covers, 6" PVC pipe, excavation, embedment, and backfill. \$ 18,045.00  
 Survey  
 Note: This price is based on using native material to back fill trenching for sewer, if city requires other backfill, charges have not been applied and are excluded from this change order.

Bond increase \$ 8,835.10  
 RRC OP \$ 19,206.75  
**Total \$160,086.85**

**Not valid until signed by the Owner and Contractor.**

The original (Contract Sum) (Guaranteed Maximum Price) was	\$3,957,000.00
Net change by previously authorized Change Orders	\$160,239.60
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$4,117,239.60
The (Contract Sum) (Guaranteed Maximum Price) will be <input type="text" value="increased"/> by this Change Order in the amount of	\$160,086.85
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$4,277,326.45

The contract Time will be  by: | 35 | days.  
 The date of Substantial Completion as of the date of this Change Order therefore is 8/1/2019

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

<u>Level 5 Design Group</u> ARCHITECT 104 S. Main ADDRESS Mansfield, Tx 76063	<u>RRC Construction</u> CONTRACTOR 10617 West CR 72 ADDRESS Midland, TX 79707	<u>Winkler County</u> OWNER 100 East Winkler Street ADDRESS Kermit, TX 79745
BY _____	BY _____	BY <i>CR Murby</i>
DATE _____	DATE _____	DATE 10/14/19

A motion was made by Commissioner Stevens and seconded by Commissioner Wolf to approve Wink Community Center construction claim(s). There were no change order(s) for the Court to consider at this time; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Stevens and seconded by Commissioner Williams to approve Winkler County Airport construction claim(s). There were no change order(s) for the Court to consider at this time; which motion became an order of the Court upon the following vote:

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

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



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

MONTHLY REPORTS

For the Month of	DATE	AMOUNT RECEIVED
<i>Sep 2019</i>		
Tommy Duckworth, Co Attorney Fee		
Tommy Duckworth, Co Attorney Hot Check		
Charles Wolf, County Judge	10-8-19	\$4.00
Minerva Soltero, Tax Assessor		
Shethelia Reed, County Clerk	10-2-19	\$26,567.68
Gienda Mixon, JP Precinct #2	10-8-19	\$7037.00
Sherry Terry, District Clerk	10-11-19	\$7518.12
Keri Jones, JP Precinct #1	10-1-19	\$52,826.30
Darin Mitchell, Sheriff	10-3-19	\$1960.96
Raul Santillan, Probation	10-2-19	\$9185.00
Jeanna Wilhelm, Auditor Investment		
Geneva Baker, Treasurer		
Leon Stroud, Constable Pct #1	<i>For Sep 2019 10/9/19</i> <i>For Aug 2019 9/23/19</i>	<del>0</del>
Carl Garrett, Constable Pct # 2	10/8/19	<del>0</del>

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

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

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

**WINKLER COUNTY  
LINE ITEMS ADJUSTMENTS  
OCTOBER 14, 2019**

**AUDITOR**

10-202-0300	SUPPLIES	\$	200.00		
10-238-0300	SUPPLIES			\$	200.00
	EQUIPMENT TO SUPPLIES				

**COURTHOUSE**

10-203-0100	SALARY SUMMER HELP	\$	308.00		
10-230-0200	LONGEVITY			\$	308.00
	LONGEVITY TO SALARY SUMMER HELP				

**KCC**

10-204-0900	MAINTENANCE	\$	500.00		
10-204-0800	EQUIPMENT			\$	500.00
	EQUIPMENT TO MAINTENANCE				

**WESTSIDE**

10-205-0900	MAINTENANCE	\$	1,000.00		
10-205-0800	EQUIPMENT			\$	500.00
10-204-0800	EQUIPMENT			\$	500.00
	EQUIPMENT TO MAINTENANCE				

**WCC**

10-206-0900	MAINTENANCE	\$	500.00		
10-206-0800	EQUIPMENT			\$	500.00
	EQUIPMENT TO MAINTENANCE				

**KERMIT POOL**

10-208-0800	MAINTENANCE	\$	1,000.00		
10-208-0570	TCDRS			\$	1,000.00
	TCDRS TO MAINTENANCE				

**WVFD**

10-219-1490	INSURANCE	\$	1,200.00		
10-219-1170	TRAINING			\$	1,200.00
	TRAINING TO INSURANCE				

**PROBATION**

10-223-0902	VEHICLE MAINTENANCE	\$	150.00		
10-223-0300	SUPPLIES			\$	150.00
	SUPPLIES TO VEHICLE MAINTENANCE				

**WINKLER COUNTY  
LINE ITEMS ADJUSTMENTS  
OCTOBER 14, 2019**

**COUNTY COURT**

10-228-0551	PROFESSIONAL PROSECUTOR	\$	600.00	
10-228-0650	COURT APPTD ATTORNEY			\$ 600.00
	COURT APPTD ATTORNEY TO PROFESSIONAL PROSECUTOR			

**NONDESIGNATED**

10-230-1481	PUBLICATION EXPENSE	\$	1,100.00	
10-230-1521	BANK SERVICE CHARGE			\$ 1,100.00
	BANK SERVICE CHARGE TO PUBLICATION EXPENSE			

**MAINTENANCE ENGINEER**

10-234-0100	SALARY ENGINEER	\$	6,750.00	
10-234-0530	UNEMPLOYMENT	\$	10.00	
10-234-0550	FICA EXPENSE	\$	550.00	
10-234-0570	TCDRS	\$	1,000.00	
10-238-0200	SALARY HR DIRECTOR			\$ 8,310.00
	HR DIRECTOR TO STIPEND ENGINEER			

**JUVENILE PROBATION**

10-243-0300	SUPPLIES	\$	500.00	
10-243-0902	VEHICLE MAINTENANCE	\$	1,000.00	
10-243-0892	SECURE PLACEMENT			\$ 1,500.00
	SECURE PLACEMENT TO SUPPLIES & VEH MAINT			

**PRCT 2 R&B**

10-312-0800	EQUIPMENT	\$	1,000.00	
10-312-1970	TIRES & TUBES			\$ 1,000.00
	TIRES TO EQUIPMENT			

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

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

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

**WINKLER COUNTY  
BUDGET AMMENDMENTS  
OCTOBER 14, 2019**

**KVFD**

10-230-0801	CAPITAL EXPENDITURES	\$ 10,295.00		10-0980
10-104-2260	TRANSFER FROM COMMITTED		\$ 10,295.00	10-0810
	KVFD SKID STEER UNIT APPROVED 8/12/19			

**WVFD**

10-219-0800	EQUIPMENT	\$ 8,875.00	
10-104-2280	MISC GRANTS		\$ 8,875.00
	TX FOREST SERVICE GRANT FOR BUNKER GEAR		

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

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

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

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

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

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COUNTY CLERK