

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

TIME: 9:00 O'CLOCK A.M.
DATE: MONDAY, JULY 13, 2020
PLACE: VIRTUAL MEETING

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

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

1. Call Meeting to Order.
2. Consent Agenda Items:
 - (a) Approve payroll.
 - (b) Approve bills over \$500.00.
 - (c) Approve claims against county.
 - (d) Receive report from County Extension Agent.
 - (e) Consider for approval the following contracts for juvenile offender placement;
 - i. Contract and Agreement between Winkler County and Taylor County for the period of September 1, 2020 to August 31, 2021;
 - ii. Contract for Residential Services between Winkler County and Gulf Coast Trades Center for the period of September 1, 2020 to August 31, 2021.
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. Consider for approval purchase of routing attachment for plasma cam and software upgrade from PlasmaCAM, Inc., in the amount of \$2,513.44 from Kermit barn budgeted funds.
5. Consider for approval Resolution establishing a law enforcement agency for the 109th District Attorney's Office.
6. Consider for approval payment in the amount of \$7,482.00 to Onsolve, LLC for CodeRED extension and CodeRED Weather Warning extension for the period of July 9, 2020 to July 9, 2021 with \$1,255.96 to be billed to the City of Wink, \$970.20 to Wink-Loving Independent School District, \$834.50 to Loving County, \$3,237.54 to the City of Kermit, and \$1,183.80 from Winkler County budgeted funds.
7. Consider for approval purchase of foot stools, adjustable tables, and floor rockers for Winkler County Recreation Center in an amount not to exceed \$6,000.00 from committed park improvement funds.
8. Consider for approval proposal from TexStar Home Improvement for cabinets, countertops, sink, and necessary plumbing for Winkler County Recreation Center in an amount not to exceed \$12,000.00 from committed park improvement funds.

WINKLER COUNTY COMMISSIONERS' COURT
REGULAR MEETING AGENDA
MONDAY JULY 13, 2020
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9. Consider for approval Resolution Approving the County Transportation Infrastructure Grant Agreement and authorize County Judge to sign.
10. Consider for approval County Transportation Infrastructure Grant Program Agreement between Texas Department of Transportation and Winkler County.
11. Approve change orders and modifications for Winkler County Courthouse.
12. Approve Winkler County Courthouse construction claims.
13. Approve change orders and modifications for Kermit Community Center.
14. Approve Kermit Community Center construction claims.
15. Approve change orders and modifications for Wink Community Center.
16. Approve Wink Community Center construction claims.
17. Approve change orders and modifications for Winkler County Golf Course.
18. Approve Winkler County Golf Course construction claims.
19. Approve change orders and modifications for Winkler County Airport.
20. Approve Winkler County Airport construction claims.
21. Approve Winkler County EMS construction claims.
22. Receive monthly reports from county officials.
23. Discuss and approve line item adjustments.
24. Discuss and approve budget amendments.
25. Adjourn.

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: April 2020
Title: CEA- AG/NR

DATE	MAJOR ACTIVITIES SINCE LAST REPORT	MILES	MEALS	LODGING
04/01/20	Participated in an online training on what AgriLife has come up with to share on Facebook about COVID19 situation, Sent Online workshop @Ag.Wildlife leases out			
04/02/20	Helped a 4-H Family with getting an old horse put down and their other horse sold. Kept in contact with my hotel in Houston to see how they will handle my cancellation			
04/03/20	Helped 4-H Club coordinate giving \$\$ earned at Goat Roping this summer to a 4-H family that lost their house to a fire. 4-Her in family is a Sr in HS this year.			
04/07/20	Attended online our District 6 Ag Agent Weekly briefing with our Dist Ext Administrator, Visited with the new Reeves Agent as I am his mentor agent			
04/08/20	Participated in an online meeting to plan Beef Cattle Marketing update to be hosted by our Region which included us and 7			
All Month	Checking on our 4-H pens almost everyday now, lost of people out of work and lots of theft going on here. Sharing credible information about COVID19 on Facebook			
04/13/20	Commissioners Court Report on the agenda at the Loving Co Meeting, Met with the lead teacher in my Garden Project at Kermit Elementary to make plan for how to get			
Cont	updates to the kids that built the gardens and where taking care of it. Its growing good			
04/14/20	Was a host for the AgriLife Ag Symposium featuring Dr Morgan Clayton, online Zoom Program, Had 2 participants from Winkler Co.			
04/15/20	County Deadline for all State Fair Tag orders and 20/21 Steer and Heifer Tag orders. Started calling each family that had not responded. Participated in the Dist 6 Coffee			
Cont	and Discussion that Presidio County Agent hosted			
04/16/20	Started our bi weekly Senior 4-Her Spotlight on facebook today. Had great conversation with each Sr and Parent getting the info I needed. Much needed			
04/17/20	Participated in required online training on what AgriLife Extension Agents across the state are asked to do with the CARES Act Information.			
04/20/20	Hosted Regional Beef Cattle COVID19 Marketing update online had 4 locals/120 Ordered all Tags for 20/21 Steers and Heifers and for all Species going to State Fair			
04/21/20	Attended online Dist 6 Ag Agent Briefing and Herbicide update Training, Sent email to all D6 TCAAA members to get nominations for Early Career Agent and Alt Director			
GRAND TOTAL OF MILEAGE, MEALS AND LODGING				

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

Name: Dena Floyd
County: Winkler and Loving

Month: April 2020 Cont
Title: CEA- AG/NR

DATE	MAJOR ACTIVITIES SINCE LAST REPORT	MILES	MEALS	LODGING
04/22/20	Participated in Online Horticulture Tree Care Training			
04/23/20	Did online class on the CARES Act so that we as agents can be more knowledgeable when we ask the city and county folks to take the class too, met with 4-H President			
Cont	to come up with more things for 4-Hers to do. We are putting together a video from our 4-H Club Officers with uplifting messages to put on Facebook page.			
04/24/20	Deadline to get all D6 TCAAA nominations in for Early Career Agent Award, Alt Director and State Specialist Award suggestions, Attended online training on Range			
Cont	land Analysis Platform with Dr Morgan Treadwell, Sent official email about CARES Act to all required people. Co Judges, Mayors, City Manager, School Supts.			
04/27/20	Sent our Dist 6 suggestions for Specialist of the Year to TCAAA President, New Reeves County Agent came to office as I am his mentor agent and we went over information			
04/28/20	Put 2nd of 9 Sr Spotlights on Facebook page			
04/29/20	Made follow up calls and email about the CARES Act to designated people. Sent in our Dist 6 TCAAA nominees Early Career Agent, 4-H Family (Ellis) fixed leak at Wink			
04/30/20	Participated in Online Pecan Tree Homeowners program and On The Line with AgriLife SBA paycheck protection loan info meeting and put Sr 4-Her Spotlight on FB			
	For the month of April we had to cancel all face to face meetings and go to online teaching. That cancelled 4-H meeting, Stock Show Board, 2 Clover Bud mtg, Livestock			
	judging practices, trip to Howard College livestock judging class, D6 TCAAA Retreat, Meeting with Ext Leaders in Angelo, Dist Rifle and Range Eval Grass ID Contests +mor			
	but brought on online livestock judging contests, Activities with AgriLife pages with everything from SET projects to making facemasks, much more info getting out to Ag			
	Producers if they are willing to do online meetings and facebook. I feel like there is much more info getting out to the public than before.			
GRAND TOTAL OF MILEAGE, MEALS AND LODGING				

Other Expenses (list):

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County Extension Agent Signature

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

Name: Dena Floyd Cont

Month: April 2020 Cont

NUMBER OF CURRENT MONTHS CONTACTS					
BLT	TELEPHONE	OFFICE	TOTAL CONTACTS	NEWS ARTICLES	NEWSLETTERS

MAJOR PLANS FOR NEXT MONTH	
DATE	ACTIVITY
05/01/20	Soil Health Training online
05/05/20	Regional Cattle Marketing Team COVID19 Planning Meeting online, Record Book Training online agents only, State Board Meeting for TCAAA online, I will represent our District on this
05/06/20	Second Day Of TCAAA State Board Meeting, Gardening with Jeannette Castanon online program,
05/11/20	Loving Co and Winkler Co Commissioners court date, Report submitted for agenda, Hope to have a face to face 4-H meeting, waiting on regs from AgriLife
05/13/20	Hope to have a face to face livestock board meeting
05/14/20	Had a Ranchers Breakfast planned we will see what will be allowed , will probably move to a later month
05/15/20	Make sure all horses on validated online to be able to participate in dist and state horse shows if we get to have them.
05/19/20	Gaden program on the On The Line with AgriLife
05/27/20	Spring Admin Meeting, 4-H Planning and Ag Agent Meeting happening online at this point. Hope to be face to face.
05/30/20	Hope to have my 4-Hers help with the Just In Time Cookoff as a repayment for donating all proceeds from 2019 to our 4-Hers.

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

Name: Dena Floyd
County: Winkler and Loving

Month: May 2020
Title: CEA- AG/NR

DATE	MAJOR ACTIVITIES SINCE LAST REPORT	MILES	MEALS	LODGING
05/01/20	Had an online meeting with Dr Ron Gill on Beef Issues Update. Shared Panhandle Parade of Breeds Jackpot and Purina Scholarship Page on FB Page			
05/04/20	Worked with other TCAA Director in our Dist to compile & submit our Early Career Agent nominees for State Meeting. FB Live Stock Show U Hog Hide health care			
05/05/20	Attended online, Cattle Update and Record Book Training for Agents. Shared on FB Virtual Livestock Judging Camp and Clinics, Tx Youth Livestock and Ag post on Sheep			
05/06/20	Had 3 4-Hers send in pictures for our Far West Dist 6 HOPE NOTES video supporting health care workers. Shared on our FB page also added Sheep Capital Lamb Camp			
Cont	Also shared an online gardening program on FB done by our Ector, Midland Horticulture Agent , Completed Reports on Ext Reporting System			
05/07/20	Sandhills Stock Show Conf Call, Shared on FB Show Rite Hog Showmanship Talk, TYLA Sheep Showmanship Talk, Weaver Livestock Steer Halter Breaking demo.			
05/08/20	Attended Online New Director of Extension Dr Hyde online presentation on Future of Extension. Shared on FB Texas Tech Online meat judging camp, Ext Success w cattle			
05/11/20	Created a Sr Spotlight post for all 9 graduating 4-H Srs, Posted on each Tues and Thurs in May, Attended online CARES ACT training to help our local govt officials			
05/12/20	Did some mentoring on the phone with our ne Reeves Co Agent, Made a personal phone call to each Textile and Clothing kid to invite them to participate in the			
Cont	Virtual Fashion and Interior Design Showcase. Posted online call for recipe's for a Texas 4-H Cookbook, we had 3 sent into it. Posted Livestock Skill A Thon contest			
05/13/20	Met up with our teachers that are still taking care of the Kermit Elementary Garden. Took pictures and he posted on schools page and on our 4-H page. Mentored on a			
Cont	phone call the Pecos Co Agent, attended online COVID19 Relief Fund training and Agriculture Relief Fund Training, Posted call for submissions to virtual Fashion Show			
05/14/20	Completed Emergency Mgmy training EM101 & EM201 and attended online USDA Program on Help for Farmers and Ranchers. Advertised 4-H Young Adult Mental			
Cont	Health Program for moving from High School to College. Shared on FB an Dinner Tonight 5 ingredient or less program for kids to learn to cook, Heifer Selection video			
05/15/20	Shared on FB Daily care of goats video done by 4-H Livestock Ambassadors, All Kid Rodeo in Upton Co ad, and Reeves Co agents Dabble in Dissection workshop soon			
GRAND TOTAL OF MILEAGE, MEALS AND LODGING				

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

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TEXAS AGRILIFE EXTENSION SERVICE

MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS COURT REPORT

Name: Dena Floyd

Month: May 2020

County: Winkler and Loving

Title: CEA- AG/NR

DATE	MAJOR ACTIVITIES SINCE LAST REPORT	MILES	MEALS	LODGING
05/16/20 (SAT)	4-Hers, families and volunteers worked on welding up a new shade at the Wink 4-H pens , while teaching the kids how to weld, grind etc.			
05/18/20	Received word that Ratliff Electric will help us with Elec issue at Wink 4-H pens. Shared on FB Weaver Daily leg care for lambs video, project for 4-Hers to learn to			
Cont	build their own tshirt quilt. I have 1 participant at the moment, 4-H Storyboard Contest, secured a date for a lamb breeder to bring lambs here for kids to buy			
05/19/20	Advertised early a Gardening webinar for today, Attended our Dist 6 online Agent Briefing, Advertised our State 4-H Lead Academy on FB and goat fitting tips video			
05/20/20	Host on the West Region Beef Cattle Marking During COVID Update on FB via Zoom, shared Hammer Showmanship Camp and Extension Slick Shearing a Steer video			
02/21/20	Attended online Dr Ron Gill Ag Producer COVID Program on local meat industry effects, made a visit to Haws show goats in Wink facility. Lead Academy advertising			
Cont	on FB, Put together a D6 SHARE THE FUN SHOWCASE post for our Activities in AgriLife FB Group where I also shared many Hank the Cowdog free book uploads etc			
02/22/20 (Sat)	Attended Wink Graduation Parade, have a 4-Her participating in the online 4-H fishing contest			
02/26/20	Posted a FB post asking 4-Her to submit videos, pictures etc for video on "What have you done to MAKE THE BEST BETTER during COVID19. Got ready for admin mtg			
02/27/20	Attended our online Spring Admin 4-H Program Planning Meeting, Shared on FB Tex Youth Livestock video on cattle facilities and keeping them cool this summer			
02/28/20	Shared "You Gotta Believe" Livestock Camp Flyer on FB page, another show sheep care video and Round Up Celebration Night Live for all 4-Hers in state getting schol			
02/30/20	Attended online Dr Hydes Team meeting about Extensions Future. Planned the Steer/Heifer and State Fair Validation dates and place etc.			
GRAND TOTAL OF MILEAGE, MEALS AND LODGING				
Other Expenses (list):				

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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 Cont

Month: May 2020

NUMBER OF CURRENT MONTHS CONTACTS					
BLT	TELEPHONE	OFFICE	TOTAL CONTACTS	NEWS ARTICLES	NEWSLETTERS
0	221	48	269	17	0

MAJOR PLANS FOR NEXT MONTH	
DATE	ACTIVITY
	We will be able to have face to face meetings now with 10 or less people in attendance. So I will be working on planning for those. Since they have canceled all our summer state & dist 4-H activities we will do some locally.
	4-H camp is still on, I will be recruiting kids to attend that, and encouraging them to attend jackpot shows all over Texas to get their animals out and trained.
06/03/20	Livestock Board Meeting, work on 2020/2021 4-H Plan of Work all week
06/08/20	Attend in person Loving Co Commissioners court to give my report and validate Loving Co 4-H families Steer and heifer Projects with the help of Validation committee members
06/10/20	Hold County Steer/Heifer and State Fair Hog/Lamb Validations at Wink 4-H Pens
06/13/20 (Sat)	Breeder bringing lambs for kids to look at to purchase to Wink Pens and sending families to a lamb sale in Andrews also, Help with Fireman's Golf Tournament
06/15/20	Submit 4-H Program Plans online
06/18/20	Hope to have 4-H families attending several jackpot show this month
06/29/20	Hold Last Chance Steer and Heifer and State fair lamb/hog validation
	All month I will be posting everything and anything I can online including figuring out how to elect new officers for our 4-H club. (virtually, drive by, mail in, text in, who knows)

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

Name: Dena Floyd
County: Winkler and Loving

Month: June 2020
Title: CEA- AG/NR

DATE	MAJOR ACTIVITIES SINCE LAST REPORT	MILES	MEALS	LODGING
06/02/20	Submitted all 4-H Program plans for Aug 2020/Sept 2021 4-H year online, Met with Horse committee at Wink 4-H Arena to meet with Elec Co to get plan to install lights			
Cont	donated by WLISD and installation will be donated by Ratliff Electric also. Judging kids had opportunity to participate in online judging contest by J2Win Co			
06/03/20	Attended online CARES Act Info meeting, Distributed info to local officials afterwards, met with a 4-H family to get their goats for next years show, Held Livestock Assoc			
Cont	meeting with 8 members attending, tried to recruit 4-H moms to do the STEM Camp happening on Tues and Thurs mornings coming up soon, but no luck, very sad			
06/04/20	Attended online committee meeting to plan our West Region Beef Cattle Marketing online programs, Worked on Validation Box			
06/08/20	Traveled to Mentone to attend Loving Co Commissioner Court Meeting in person.			
06/09/20	4-H Families had the opportunity to watch and attend online State 4-H Scholarship Presentation Ceremony and the Online LEAD Academy put on because RUP canceled			
06/10/20	Held Steer/Heifer and State Fair Hog, Lamb & Goat Validation Committee Meeting with 5 attending, Traveled to each 4-H families barn to validate ending at Wink Pens			
06/12/20	Attended online Youth Natural Resources Project Training Meeting and STEM Training Meeting, Lamb Breeder brought lambs to Wink Pens for several 4-Hers to pick from			
06/16/20	Worked on flyer for the Kermit Celebration Days Goat Roping just to get it cancelled			
06/17/20	Helped put on West Region Beef Cattle Marketing Conference held online on Microsoft Teams			
06/19/20	Attended online training on 4-H Family and Community Health and 4-H Livestock Projects. Had one 4-H family exhibit at the State Shorthorn Show in Abilene			
06/20/20	Went to a residents home to see what kind of bug was killing her Desert Willows. Sent 3 families with steers to hoof trimmer in Andrews on 25th			
06/24/20	Kicked off the Grilling Like a Texas Series on our Winkler County Marketplace Facebook Page and made a new Winkler Loving AgriLife Page on Facebook			
06/26/20	Attended online training on 4-H GROWS and Curriculum Enrichment, Had 2 4-H Families at the Golden Spread Steer Jackpot in Levelland & Natl Shorthorn Show Abilene			
GRAND TOTAL OF MILEAGE, MEALS AND LODGING				

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

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TEXAS AGRILIFE EXTENSION SERVICE

MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS COURT REPORT CONT'D

Name: Dena Floyd Cont _____

Month: June 2020 _____

NUMBER OF CURRENT MONTHS CONTACTS					
BLT	TELEPHONE	OFFICE	TOTAL CONTACTS	NEWS ARTICLES	NEWSLETTERS

MAJOR PLANS FOR NEXT MONTH	
DATE	ACTIVITY

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

Name: Dena Floyd Cont
County: Winkler and Loving

Month: June 2020
Title: CEA- AG/NR

DATE	MAJOR ACTIVITIES SINCE LAST REPORT	MILES	MEALS	LODGING
06/29/20	Held Last Chance Steer Heifer Validation traveled to Mentone to validate 3 steers and East Winkler Co to Stone ranch to validate 3 more then to Wink to validate 1 lamb			
Cont	Accompanied by two members of validation committee			
06/30/20	Put all steer, Heifer, State Fair Lamb and hog validation materials together and took to Post Office to meet our July 8th postmark deadline			
GRAND TOTAL OF MILEAGE, MEALS AND LODGING				

Other Expenses (list):

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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 Cont

Month: June 2020

NUMBER OF CURRENT MONTHS CONTACTS					
BLT	TELEPHONE	OFFICE	TOTAL CONTACTS	NEWS ARTICLES	NEWSLETTERS
	233	35	268	2	0

MAJOR PLANS FOR NEXT MONTH	
DATE	ACTIVITY
07/01/20	Pick up PPE for local Kermit Daycare from our Dist office in Ft Stockton, West Region Beef Cattle Marketing Online Program
07/04/20 (Sat)	Hope to have 4-H families participate in Parade in Kermit to honor our veterans
07/06/20	Attend online Judges orientation for Record Book Judging and judge books emailed to me by noon on 9th
07/08/20	Hold Livestock Assoc Meeing
07/09/20	Hold 4-H Fashion and Interior Design meeting , but it will probably get cancelled , the leader wants to teach them to make a quilt
07/11 -07/16 2020	Attend the State TCAAA Meeting and Professional Development in Amarillo as our District 6 outgoing Alt director and incoming Director, my husband volunteered to be on the cooking committee for it also
07/13/20	Submit Commissioner Court Report to Loving Co Court. and our quarterly April, May June reports to the Winkler County Court
07/18/20	Hope to have 2 attendees to Sr Leadership One Day Lab in Ward County
07/20/20	Start advertising the Goat Clinic on Aug 8 and steer clinic on 10th and Beef and Range Field Day put on by Agent Jamie Osborn
07/16 - 07/27 2020	Dena take Vacation Days
07/23/20	4-H Fashion and Interior Design Project Meeting to make quilt
07/24/20	Hope to have several 4-H families at Abilene Jackpot steer show Grand Finale
07/28/20	Possible Agent training in Ft Stockton on Range Management, 4-H Fashion and interior Design project meeting
07/30/20	Attend in person West Texas Farmer and Rancher Conference in Monahans put on by several D6 Agents, Attend online 4-H training, hope to send 4-Hers to Sheep Camp in Angelo and Plainview hog jackpot

THE STATE OF TEXAS
COUNTY OF TAYLOR

TAYLOR COUNTY JUVENILE JUSTICE CENTER
CONTRACT AND AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Taylor County Juvenile Justice Center
889 S. 25th
Abilene, Texas 79602
Attn: Gerald Jenschke, Deputy Chief

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

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

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

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

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

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

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

Under PREA, the Administrator of **TCJJC** shall make available to the **CONTRACTING COUNTY**, all incident-based aggregated data reports for every allegation of sexual abuse at its facility or facilities, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30 [PREA Section 115.387(e) and (f)]

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

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

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

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

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

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

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

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

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

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

14. Regardless of the date of the execution of this Agreement and Contract, it will be effective from September 1, 2020, and terminate August 31, 2021, unless terminated before the expiration date.

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

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

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

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

CONTRACTING COUNTY:

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

TAYLOR COUNTY:

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

CONTRACTING COUNTY:


Signature


Printed Name


Title

Signature

Printed Name

Title

DATE: _____

TAYLOR COUNTY JUVENILE BOARD:

By: _____
Thomas Wheeler, Juvenile Board Chairman
350th District Court Judge

Date: _____

With a Copy To:

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

TAYLOR COUNTY:

Downing A. Bolls Jr.
Taylor County Judge

DATE: _____

APPROVED AS TO CONTENT:

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

REVIEWED FOR FORM ONLY:

James Hicks
Criminal District Attorney
Taylor County, Texas

STATE OF TEXAS

§
§
§

COUNTY OF WALKER

**GULF COAST TRADES CENTER
CONTRACT FOR RESIDENTIAL SERVICES
Contract Term: September 1, 2020 – August 31, 2021**

The WINKLER County Juvenile Probation Department (collectively referred to as "Juvenile Probation" and Gulf Coast Trades Center, Inc., 143 Forest Service Road #233, New Waverly, Texas 77358, hereinafter called the Service Agency, by this agreement and in consideration of the mutual promises set forth below, have agreed as follows:

I. SERVICES

Service Agency will provide the following services:

- A. Room
- B. Board
- C. Clothing, Personal Hygiene Items, Hair Cuts
- D. Supervision by Qualified Adults
- E. Casework Services
- F. Counseling Services
- G. Individualized Program Plan
- H. School
- I. Vocational Training

II. FEES

- A. Levels of care and services to be provided at each level are those defined in the Texas Health and Human Services Commission rate schedule for Purchase of Services. These fees do not exceed the maximum rates allowed in the latest Texas Juvenile Justice Department/Health and Human Services Maximum Rate Schedule.

For and in consideration of the above mentioned services, the Juvenile Probation agrees to pay the Service Agency:

Moderate Level (LOC 3 & 4M)	Facility \$108.18 per day
Specialized Level (LOC 4S)	Facility \$162.30 per day

in the event the per diem rate schedule changes, the amended rates shall be honored without amendment to the agreement.

- B. Recognizing that part of a client's rehabilitation program may include time away from the residential setting of the Service Agency prior to the client's re-entry in the community, and that the Service Agency must retain space for this client until his return, Juvenile Probation will pay the Service Agency the above agreed upon amount for such regularly scheduled days away from the Service Agency or its program providing they do not exceed ten (10) days at any one time. (Students, if eligible, and approved by the Chief Juvenile Probation Officer is allowed an authorized paid furlough to do job search and obtain employment applications prior to completion of the program.)

- C. If a client makes an unauthorized departure from the Service Agency, Juvenile Probation shall be notified immediately. If the client returns to the Service Agency within ten (10) days, the Service Agency shall receive payment for those days the client was absent from the Service Agency, but not to exceed ten (10) days payment.
- D. The Service Agency is under no obligation to retain space for the client in unauthorized departure situations; however, every effort should be made to reconcile the incident to both parties' satisfaction.
- E. Payment is to be made monthly, or at the termination of the residential period of the client, if sooner. Claim for payment will be submitted by Service Agency no later than ten (10) days from the last day of the month for which payment is being requested.

III. INDIVIDUAL CASE PLAN AND FAMILY INVOLVEMENT

- A. Each client placed with the Service Agency shall have a written Individualized Program Plan (IPP) developed in concert with the youth and mutually agreed upon by the appropriate Service Agency staff and the assigned personnel. A copy of the IPP shall be sent to the assigned personnel no later than six weeks after placement.
- B. The IPP shall contain the reasons why the placement will benefit the client; shall specify behavioral goals and objectives being sought for each client; shall state how the goals and objectives are to be achieved in the Service Agency placement; and shall state how, if at all, the parent(s), guardian(s), and where possible, grandparents or other extended family members will be involved in the Individual Program Plan to assist in preventing or controlling the juvenile's alleged delinquent behavior or alleged conduct indicating a need for supervision as defined in the Juvenile Justice Code.
- C. The goals in the IPP shall be reviewed jointly by the appropriate Service Agency staff, the juvenile, and the assigned personnel staff at reasonable intervals, not to exceed ninety (90) days, to assess the client's progress with modification of the IPP being made when needed. Copies of the IPP and the periodic reviews are to be maintained by the Service Agency and the appropriate personnel staff.
- D. The Service Agency shall remain in telephone contact with assigned personnel staff regarding client's progress and provide a written report of progress upon request, but no less than one time per month.
- E. If a client in placement at the Service Agency makes an unauthorized departure, becomes seriously ill, or is involved in a disruptive incident, the Service Agency shall notify the client's probation officer or other probation staff within a twenty four hour period following the incident and ensure that parents, proper authorities, the Texas Department of Protective and Regulatory Services, or the police are notified if appropriate. A written incident report and/or police report will be sent to the assigned probation officer no later than five (5) working days after the occurrence.
- F. Juvenile Probation reserves the right to terminate the client's placement at the Service Agency at its discretion. The Service Agency will not release the client to any person other than Juvenile Probation without the express consent of appropriate personnel.
- G. The Service Agency will obtain prior approval from appropriate personnel before the client's participation in any furloughs, home visits, or extended agency trips.

- H. Unless otherwise stipulated by Juvenile Probation, the client may visit freely with parents and relatives at the Service Agency in accordance with established Service Agency policies, procedures, privileges and level system.

IV. EXAMINATION OF PROGRAM AND RECORDS

- A. The Service Agency agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this Contract and to review Juvenile Probation juvenile records. This examination and evaluation of the program will include unscheduled site visitations, observation of programs in operation, interviews and the administration of questionnaires to the staff of the Service Agency and the client when deemed necessary.
- B. The Service Agency agrees to maintain and make available for inspection, audit or reproduction by an authorized representative of Juvenile Probation and the State of Texas, books, documents, and other evidence pertaining to the cost and expenses of this Contract, hereinafter called the Records. Gulf Coast Trades Center utilizes Generally Accepted Accounting Principles in all its financial transactions.
- C. The Service Agency agrees to maintain these records for seven (7) years after the final payment or until the state-approved audit has been made and all questions there from are resolved.
- D. Service Agency 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 auditor or investigation, including providing all records requested. Service Agency 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.
- E. The Service Agency shall use Generally Accepted Accounting Principles (GAAP).

V. GOALS, OUTPUTS, AND MEASURABLE OUTCOMES

- A. The Service Agency agrees to pursue the goals and values of the Juvenile Probation through providing services to clients which enable client growth and development to the client's fullest potential. This development will be through provision of a safe, drug-free environment in which counseling services are utilized as tools for educational, emotional, and behavioral catharsis.
- B. The Service Agency shall provide the Juvenile Probation, within ten working days, information which outlines the services provided to clients. These output measures may include, but are not limited to:
 - 1. Average length of stay of clients.
 - 2. Specific types of milieu implemented by the Service Agency.
 - 3. Average number of counseling hours provided each client daily, weekly, or monthly.

4. Number and types of reporting measures.
- C. The Service Agency agrees to furnish Juvenile Probation, within ten working days, annual indicators which express the effectiveness of the Service Agency in providing public benefit. These measurable outcomes may include:
1. The percentage of clients successfully completing the program.
 2. The percentage of clients who are re-unified with family or guardians.
 3. The percentage of youth who were placed on jobs.

VI. DEFAULT

- A. Juvenile Probation may by written notice of default to 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 of the 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 for such extension as authorized by County Juvenile Probation Department, in writing after receiving notice of default.

VII. LICENSING

- A. The Service Agency shall be licensed by the Texas Department of Protective and Regulatory Services for those programs which are under the licensing authority of the Texas Department of Protective and Regulatory Services.
- B. The Service Agency shall meet all other required licenses pertaining to health, fire and safety standards and shall provide copies of the most recent report to the county probation department upon request.

VIII. FEE ASSESSMENT

- A. Clients nor their families will be assessed fees for services by the Service Agency. This does not preclude reasonable attempts to seek voluntary contributions from families of County juveniles for donations of clothing, personal articles, and funds to assist in support of a client's rehabilitation.
- B. Under Section 231.006, Family Code, the Service Agency certifies that the individual or business entity named in this contract is not ineligible to receive the specific grant or payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- C. The Service Agency will adhere to all applicable state and federal laws and regulations pertinent to the contractor's provision of services.
- D. The Service Agency shall account separately for the receipt and expenditure of any and all funds, including those from the Texas Juvenile Probation Commission received under this contract.

- E. Under Provision 4.11.2.4 from the Texas Juvenile Probation Commission, payment for services rendered may be paid partly or wholly with Texas Juvenile Probation Commission State Funds.

IX. TERMINATION

- A. This contract may be terminated without fault or cause by either party by giving at least ten (10) days written notice of the intention to terminate by certified mail, facsimile transmission, or personal delivery to the other party.

X. INDEMNITY AND HOLD HARMLESS

- A. Gulf Coast Trades Center shall indemnify and hold Juvenile Probation harmless from and against any and all loss, claim damage liability fee or expense (including reasonable attorney fees) arising or alleged to arise from any act or omission of Contractor or any of its agents, servants, employees, and subcontractors. The foregoing indemnify shall survive the termination of this contract.

XI. MEDICAL

- A. The Referral Agency agrees that it shall be liable and responsible for the client's emergency medical and dental costs encumbered during the client's stay at the Service Agency. The Referral Agency will only be liable for the client's non-emergency medical and dental costs of the Service Agency unless it seeks and obtains approval from Referral Agency prior to incurring such costs. The Service Agency agrees to notify the Referral Agency of any unusual medical costs to be incurred. The Service Agency will accept Medicaid eligible clients. The Service Agency will apply for Texas Juvenile Probation Commission Medicaid for each child entering the program when applicable.

XII. EQUAL OPPORTUNITY

- A. Services shall be provided by the Referral Agency in full compliance with all civil rights laws and regulations, and that there shall be no discrimination of race color, creed, sex, national origin, religious preference, in performance of any and all duties outlined by this Agreement. All programs and services provided by the Referral Agency under this Agreement shall be provided in accordance with Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C.2000 (d)), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 3 et seq.), Age Discrimination Act (42 U.S.C. 6101 et seq.) and all federal rules and regulations, state laws and executive orders as applicable.

XIII. TERM

- A. The initial term of this contract will begin on September 1, 2020 and terminate on August 31, 2021. It shall be automatically renewed for one year terms thereafter, commencing September 1st and ending August 31st, unless one party notifies the other in writing, at least thirty (30) days prior to the expiration of said term, of its intention to not renew this Agreement.

XIV. Prison Rape Elimination Act (PREA)

- A. Service Provider shall 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.
- B. Under PREA, Service Provider shall make available to the Chief Juvenile 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)].

XV. Boycott

- A. Service Provider verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is defined by Texas Government Code Section 808.001, effective September 1, 2017

Gulf Coast Trades Center, Inc.



Dale Underwood, Ed.D.
Executive Director

6/3/2020
Date

WINKLER County Judge



Authorized Official Signature

Date

6/24/2020
Date

Authorized Official Signature

Date

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 13th day of July, 2020 by a vote of _____ ayes and _____ nays.

CHARLES M. WOLF
WINKLER COUNTY JUDGE

BILLY J. STEVENS
COMMISSIONER PRECINCT 1

ROBBIE WOLF
COMMISSIONER PRECINCT 2

HOPE WILLIAMS
COMMISSIONER PRECINCT 3

BILLY RAY THOMPSON
COMMISSIONER PRECINCT 4

ATTEST:

PAM GREENE
WINKLER COUNTY CLERK

PlasmaCAM, Inc.

P.O. Box 19818 - 5112 Graneros Rd
 Colorado City, CO 81019
 (719) 676-2700 Fax (719) 676-2710
 E.I.N. 86-0929866

Quote

123728

Bill To:

Don Kapka
 Winkler County
 P.O. Box 583
 Wink, TX 79789
 (432) 527-3537 Fax: (432) 527-3773
 donkapka@att.net

Ship To:

Don Kapka
 Winkler County
 P.O. Box 583
 Wink, TX 79789
 (432) 527-3537 Fax: (432) 527-3773
 donkapka@att.net

Quoted	Shipped	Your PO#	Terms	Ship Via	Weight	Salesman
07/31/19			Prepaid	UPS Ground	11.08	JGP

Qty	Part #	Description	Price	Amount
1	DSU	Advanced Design Software Upgrade	\$998.00	\$998.00
1	RTA	routing attachment	\$495.00	\$495.00
1	F3D	Full 3D Capability	\$998.00	\$998.00
Payment by check only, certified funds to expedite. Thank you for your order!			Subtotal	\$2,491.00
			Tax	\$0.00
			Shipping	\$22.44
			Total	\$2,513.44
			Balance Due	\$2,513.44

109th District Attorney - Law Enforcement Agency

A Resolution

WHEREAS the 109th District Attorney's Office (hereinafter "109th District Attorney") is the prosecutorial agency for the 109th Judicial District in the State of Texas, and serves Winkler and Crane counties. In these counties, there are several law enforcement agencies, including Winkler County Sheriff's Office, the City of Kermit Police Department, Crane County Sheriff's Office and the City of Crane Police Department (collectively hereinafter "Our Local Law Enforcement Partners"), and

WHEREAS the 109th District Attorney has the legal authority under Section 41.102 and 41.109 of the Texas Government Code hire an investigator to conduct formal investigations. In order to be able to conduct these investigations and exercise its power as a prosecutorial agency under this section, full law enforcement powers must be granted as a law enforcement agency, and

WHEREAS based on the caseload and the complexity of the felony cases handled by the 109th District Attorney, the 109th District Attorney's requires assistance of a certified peace officer to conduct investigations and perform any essential preparations for the prosecution of these cases, and

WHEREAS based on the caseload and complexity of the cases handled by the 109th District Attorney, Our Local Law Enforcement Partners require a liaison to the 109th District Attorney's office that can assist and/or guide Our Local Law Enforcement Partners on a case by case basis, and

WHEREAS the County Commissioners of Winkler County voted and passed the 109th District Attorney's Budget on September 30, 2019 which included the salary and benefits for an investigator, as well as a vehicle and equipment for this position, and

WHEREAS the County Commissioners of Winkler County has determined that, at this time, establishing the law enforcement agency for the 109th District Attorney's Office will most efficiently and effectively provide the needed investigatory duties for the prosecution of felony cases and investigations in the 109th Judicial District and enhance the prosecutorial duties of the 109th District Attorney.

WHEREFORE, on the motion of _____ and seconded by _____, the members of the Winkler County Commissioners' court approved this resolution on this the _____ day of July , 2020.

Charles Wolf, Winkler County Judge

ATTEST:

**Pam Greene
County Clerk**



780 W Granada Blvd
Ormond Beach, FL 32174
(866) 939-0911

Invoice
INV54661818750

Bill To

Attn: John Henderson
Winkler County, TX
100 East Winkler Street
First Floor Courthouse
Kermit TX 79745
United States

Ship To

Invoice Date	Terms	Due Date	Group ID	PO #
6/26/2020	Due on receipt	6/26/2020		

Item	Start Date	End Date	Qty	Rate	Amount
CodeRED Standard	7/9/2020	7/8/2021	1	7,482.00	7,482.00
CodeRED Weather Warning	7/9/2020	7/8/2021	1	0.00	0.00

Total: \$ 7,482.00

Remittance Slip

Customer
Invoice #
Amount Due (USD)
Amount Paid

Winkler County, TX
INV54661818750
\$ 7,482.00

Bank/Wire Information:

Wells Fargo Bank, N.A., 420 Montgomery Street, San Francisco, CA 94104
Credit to Account #: 5231692129
ABA # for ACH: 063107513
Routing/ABA # for wires: 121000248

Please Remit Check Payment To:
P.O. Box 865672
Orlando, FL 32886-5672

To Pay By Credit Card, Please Call The Phone # Above

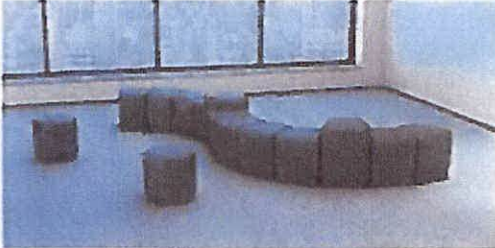
Sales Rep: Hansen, Stephanie S

Lorell Contemporary 20" Rectangular Foot Stool

SKU: LLR 86940

0.0

No Reviews [Write the First Review](#)



List Price: **\$229.00 (EA)**

Black Polyurethane Seat - 16.5" Width x 15.8" Depth x 20.5" Height - 1 Each

- Configurable, contemporary reception seating
- Perfect for informal meeting rooms or small, touchdown areas
- Cushioned for comfort and upholstered in polyurethane for easy cleaning
- Covered by Lorell Limited 5-Year Warranty

Seat Color: **Black:**

Seat Material

*↓
12 pieces
\$ 2748.00
black w/
indigo
(blue)*

GENERAL INFORMATION

Manufacturer Lorell

Manufacturer Part Number 86940

Brand Name Lorell

Product Name Contemporary 20" Rectangular Foot Stool

Marketing Information Rectangular foot stool is part of a Lorell Contemporary Seating, a collection of configurable reception seating for small, touchdown areas or informal meeting rooms. Combine with other 17" Cube Foot Stools, 20" Cube Foot Stools and Cylinder Foot Stools (all sold separately) in the collection to configure them to meet most spaces. Cushioned foot stool is upholstered in black polyurethane for easy cleaning.

[More from the Manufacturer](#)

Packaged Quantity 1 Each

Product Type Sitting Stool

PRODUCT INFORMATION

Seat Material Polyurethane

Seat Color Black

Seat Feature Cushioned

Application/Usage

- Reception Area
- Meeting

//www.worthingtondirect.com/tables/lf9013-package-set-1-round-floor-dry-erase-table-4-sonik-floor-rockers.htm



Stock #29890 - Marco Group LF9013 Package Set- 1 Round Floor Dry Erase Table & 4 Sonik Floor Rockers

\$689.95
Save 43% on
MSRP of ~~\$1,220.00~~

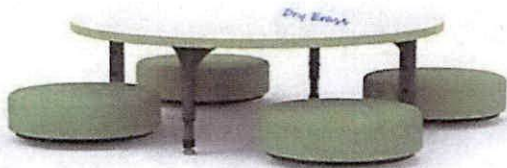
****The Sprite color is on BACKORDER until late-August 2020.****

Taking the classroom floors by storm, the Dry Erase Floor Table with Sonik Floor Rockers by Marco Group allow for "coffee table" style learning and engagement. The low, home-like setting allows your students to sit and learn while promoting collaboration and communication with each other. Create unique learning centers or group work zones within the classroom, library or commons areas. The padded Sonik floor rocker is a flexible seating option with flexibility to sit, rock, and lean to stay focused. This set includes the a 48" round shape dry erase whiteboard top floor table and 4 Sonik Floor Rockers in variety of colors.

Set includes 1 Round Dry Erase Floor Table & 4 Sonik Floor Rockers

Floor Tables Feature:

- 48" Round diameter
- 1 -1/8" thick particleboard table with high pressure laminate whiteboard surface
- 3mm PVC edge banding bonded with hot-melt adhesive
- Edge band will match your choice of Sonik floor seating
- Gray frame legs
- 1" 16-gauge square tubular steel stretcher attached to underside



Features

Warranty: 10Years

Order Now

Choose Quantity

1

Choose Your Options

Colors displayed may vary slightly from the actual product color.

Select Rocker/Table Edge Color:

Select Rocker/Table E

Add To Cart

Accessories



Sonik Floor Rocker

Stock #29641 \$99.95

#

TexStar Home Improvement

David Driedger
PO Box 1692
Seminole, TX 79360
(432)209-1511

Proposal Submitted To <i>Hope Williams</i>	Date <i>7-6-2020</i>
Address <i>WC Recreation Center</i>	
Phone #	Fax #

We hereby submit specifications and estimates for:

Build and install 24' bottom cabinets without doors

install custom made counter tops - 42 ft

install a deep, heavy duty sink and faucet

hook up plumbing as needed

We propose hereby to furnish material and labor - complete in accordance with the above specifications for sum of:

\$10,600 dollars

With payments to be made as follows: \$ *Due upon completion*

*Any alteration or deviation from above specifications involving extra costs will be *Respectfully submitted:* *D. Driedger*

executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon accidents or delays beyond our control.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above. Date of Acceptance _____

Signature _____ Signature _____

RESOLUTION

BE IT RESOLVED BY THE COUNTY COMMISSIONER'S COURT OF THE COUNTY OF WINKLER, TEXAS

That the County Commissioners' Court approves entering in the County Transportation Infrastructure Fund Grant Agreement (Agreement) with the Texas Department of Transportation (TxDOT);

The County Judge is authorized to sign the Agreement.

It is further approved that _____ is hereby designated as the County Authorized Representative to coordinate efforts with TxDOT and is authorized to sign and file all necessary documents to ensure compliance with the Agreement.

PASSED AND APPROVED this 13th day of July, 2020.

Charles M. Wolf
Winkler County Judge

Billy J. Stevens
Commissioner, Precinct 1

Robbie Wolf
Commissioner, Precinct 2

Hope Williams
Commissioner, Precinct 3

Billy Ray Thompson
Commissioner, Precinct 4

ATTEST:

Pam Greene, Winkler County Clerk



2020 Program Call

County Transportation Infrastructure Fund Grant Program Agreement

April 27, 2020

Contract # _____
District # _____
Code Chart 64 # _____
Project: _____

STATE OF TEXAS §

COUNTY OF TRAVIS §

**COUNTY TRANSPORTATION
INFRASTRUCTURE FUND GRANT AGREEMENT**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and _____ County, acting by and through its duly authorized officials, called the "County."

WITNESSETH

WHEREAS, Transportation Code, Chapter 256, Subchapter C allows for the Texas Department of Transportation to make grants to counties for transportation infrastructure projects located in areas of the state affected by increased oil and gas production; and

WHEREAS, The County has submitted its application for the Grant funding from the State and its application was approved; and

WHEREAS, state law requires counties to meet certain contract standards relating to the management and administration of State funds; and

WHEREAS, the Governing Body of the County has approved entering into this agreement by resolution or ordinance which is attached to and made a part of this agreement as Attachment A; and

NOW THEREFORE, the State and the County agree as follows:

AGREEMENT

1. Agreement Period. This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Projects are completed or unless terminated as provided below.

2. Scope of Work. The County shall complete the transportation infrastructure projects as proposed in its List of Transportation Infrastructure Projects defined in 3. below. The County shall place the transportation infrastructure projects on the county road system.

3. List of Transportation Infrastructure Projects. The County is responsible to review the list of projects listed on its previously submitted application for a grant from the fund and create a List of Transportation Infrastructure Projects prioritizing its choice of projects which can be performed with the grant amount awarded to the County by the State. Within thirty calendar days after final execution of this agreement, the County shall submit to the State this List of Transportation Infrastructure Projects (in a format specified by the State). This List of Transportation Infrastructure Projects shall include an estimated month and year of starting construction and completing construction for each funded project including the estimated project cost for each project. During the term of this agreement, updates to the List of Transportation Infrastructure Projects may be made by the County. Updates can include changes in priority, changes in estimated cost, changes in month or year of starting or

Contract # _____
District # _____
Code Chart 64 # _____
Project: _____

completing construction, or adding or deleting projects. Any proposed new projects shall include the same information as was required for projects submitted as part of the application for a grant from the fund. Updated List of Transportation Infrastructure Projects or a statement of no material change to the previously submitted list shall be submitted to the State no less than semi-annually. Any update to the List of Transportation Infrastructure Projects requires written concurrence from the State to the County.

4. Project Sources, Uses of Funds, and Reimbursement.

- a. The State has authorized the total amount of grant award from the fund as shown in Attachment B, Amount of Grant Award and Funding Commitments, which is attached to this agreement. The expected cash contributions from the State, the County, or other parties are shown in Attachment B. The State will reimburse only for allowable project costs for this program in accordance with 43 TAC § 15.192. The County must be in compliance with the requirements of this agreement to receive reimbursement of project costs.
- b. The County shall submit monthly billing statements or a statement that no construction or maintenance work was performed during the previous month, in accordance with procedures defined by the State, accompanied by a certification of work performed during the previous month. Along with the billing statements submitted by the County, it shall submit copies of all paid invoices and/or force account documentation. Within thirty (30) days of receipt of a complete billing statement and supporting documentation, the State will reimburse the County.
- c. The County shall not commence construction of a funded transportation infrastructure project prior to receipt of written approval from the State in accordance with procedures defined by the State.
- d. If the County commences performance on a transportation infrastructure project but fails to complete the project, the State may seek reimbursement of all money received by the County for that individual transportation infrastructure project.
- e. For each transportation infrastructure project located on the State highway system, the County shall contribute to the State (from the amount awarded to the County from the fund and the County's matching funds) an amount equal to the allowable costs incurred by the State for that project, such as inspection of the project and any other indirect State costs.
- f. The County may submit in writing to the State a proposed amendment during the term of this agreement changing the order of projects on its List of Transportation Infrastructure Projects or identifying additional project(s) or extended limits on an approved project that contains all information required by rule for that project. If funds are available within the amount awarded to the County, the State may execute the proposed amendment allowing the County to use the available funds in the revised order, for the additional project(s), or for extended limits on an approved project in the County.
- g. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit

Contract # _____
District # _____
Code Chart 64 # _____
Project: _____

or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

5. Project Responsibilities. The County is responsible for all aspects of the work constituting this Project or projects appearing on the list provided by the County unless otherwise indicated in this agreement. In order to obtain reimbursement for eligible expenses from the State, the County shall certify to the State in accordance with procedures defined by the State that it has complied with all program requirements and applicable federal, state, and local laws and regulations.

6. Final Inspection. The County shall perform final inspection and acceptance of each transportation infrastructure project when it is complete. The County shall send a copy of a document evidencing inspection and acceptance of the project to the State within thirty days after the inspection is completed.

7. Right of Way and Real Property Acquisition. The County shall comply with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq.

8. Suspension. If the State determines that the County has not been complying with 43, TAC, Part I, Chapter 15, Subchapter O, the State may prohibit the County from continuing with all projects on the List of Transportation Infrastructure Projects until the County complies.

9. Termination of this Agreement. This agreement shall remain in effect until the transportation infrastructure projects identified in the most current List of Transportation Infrastructure Projects with concurrence from the State are completed and accepted by all parties, or:

- a. the Agreement is terminated in writing with the mutual consent of the parties;
- b. the Agreement is terminated because the County has breached the agreement for Failure to Comply, as stated in Paragraph 16; or
- c. a period of five years has passed since the anniversary date of the grant award to the County.

10. Environmental Permitting and Regulatory Issues.

- a. The County must comply with all applicable federal, state, and local environmental laws and regulations and permitting requirements.
- b. The County is responsible for coordination and environmental clearance.
- c. The County is responsible for identification and assessment of any environmental problems associated with the project(s) and for the cost of any environmental problem's mitigation and remediation.
- d. The County is responsible for providing any required public meetings or public hearings for assessing and mitigating environmental issues.
- e. The County shall provide the State with written certification by a qualified professional that all identified environmental problems have been remediated and that all required permits and clearances from appropriate regulatory agencies have been obtained.

11. Compliance with Texas Accessibility Standards and ADA. The County shall ensure that the plans for and the construction of the transportation infrastructure projects subject to this agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Texas Government Code, Chapter

Contract # _____
District # _____
Code Chart 64 # _____
Project: _____

469, Elimination of Architectural Barriers. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (42 U.S.C. Section 12101 et seq.). The County shall provide written certification to the State of compliance, or non-applicability, for each transportation infrastructure project.

12. Project Maintenance. The County shall maintain any roadway on the County system constructed under this Agreement after completion of the proposed work.

13. Historically Underutilized Business (HUB) Program Requirements. The County shall comply with all applicable requirements of the Comptroller of Public Accounts (CPA) Historically Underutilized Business (HUB) Program.

14. Grant Management Standards. The County must comply with the Uniform Grant Management Standards promulgated by the Office of the Governor under 34 TAC Part 1, Chapter 20, Subchapter I – Comptroller.

15. Certification.

Within sixty (60) days after the completion of a listed transportation infrastructure project, the County must submit a written certification to the State in accordance with procedures defined by the State that it has complied with the requirements for this grant awarded under 43 TAC, Part 1, Chapter 15, Subchapter O, including a certification that the project has been constructed in accordance with all applicable requirements, laws, rules and requirements. The Certification must describe the allowable costs for the project and the amount reimbursed from the fund.

16. Failure to Comply.

- a. If the State determines that the County has not complied with one or more material requirements of the grant rules, the State may prohibit the County from participating in the program.
- b. The prohibition from participating may continue until the State determines that the County has complied with all material requirement of the applicable rule.
- c. The State may remove the County's project or projects from participation in the program if the project(s) is not let or begun as force account work within three years of the execution of this agreement or within another reasonable period agreed to by the State and the County.
- d. Prior to exercising any remedies above or the remedy regarding reimbursement in 4.d., the State will provide a written notice to the County identifying the applicable requirement and specifying the failure to comply.
- e. The County may respond in writing to the State with a reasonable schedule for the County's timely compliance with the applicable requirement, or if compliance is not practical, with an alternative proposal that is acceptable to the State. Should the County fail to deliver an acceptable response to the State within thirty days after the date that the County received the notice, the State may proceed with the applicable remedies allowed by rule.

17. Amendments. An amendment to this agreement must be in writing and executed jointly by the State and the County.

Contract # _____
 District # _____
 Code Chart 64 # _____
 Project: _____

18. Remedies. This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

19. Notices. All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to the party at the following addresses:

County:	State:
_____	<u>Texas Department of Transportation</u>
_____	<u>Director – Contract Services</u>
_____	<u>125 E. 11th Street</u>
_____	<u>Austin, Texas 78701-2483</u>

All notices shall be deemed given on the date delivered or deposited in the regular mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail and the request shall be honored and carried out by the other party.

20. Legal Construction. In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

21. Responsibilities of the Parties.

- a. The State and the County agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.
- b. To the extent permitted by law, the County agrees to indemnify and save harmless the State, its agents and employees from all suits, actions or claims and from all liability and damages resulting from any and all injuries or damages sustained by any person or property in consequence of any neglect, error, or omission in the performance of the design, construction, maintenance or operation of the Project by the County, its contractors, subcontractors, agents and employees, and from any claims or amounts arising or recovered under the Workers' Compensation Laws; the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as from time to time may be amended.
- c. The parties expressly agree that this project is not a joint venture or enterprise. However, if a court should find that the parties are engaged in a joint venture or enterprise, then the County agrees to pay any liability adjudicated against the State for acts and deeds of the County, its employees or agents during the performance of this Project.

Contract # _____
District # _____
Code Chart 64 # _____
Project: _____

- d. ***The County shall also indemnify and save harmless the State from any and all expense, including, but not limited to, attorney fees which may be incurred by the State in litigation or otherwise resisting any claim or liabilities which may be imposed on the State as a result of activities by the County, its agents, or employees.***
- e. ***Should the County's transportation infrastructure project require the County or its contractor to perform any work on State right of way, the County, by contract, shall require each:*** (1) contractor and subcontractor it may hire to secure a policy of insurance in the maximum statutory limits for tort liability, naming the State as an additional insured under its terms; and (2) ***contractor it may hire to indemnify and hold harmless the County and the State from all claims, liability, and damages resulting from the contractor's performance under a contract to do work.***
- f. If at any time after the award of funding to the County for any approved infrastructure project the County receives other funding for the work or uses other County funding for the work, the County shall notify the State of that fact within 45 days after becoming aware of the new funding. The State may, in its discretion, reduce the amount of the grant award to the County by the amount received from the other source.

22. Ownership of Documents. Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the County shall be made available to the State upon request by the State. The originals shall remain the property of the County.

23. Compliance with Laws. The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, permitting requirements, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the County shall furnish the State with satisfactory proof of this compliance.

24. Sole Agreement. This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this agreement.

25. Retention of Records and Inspection. The County shall keep a complete and accurate record to document the performance of the work and to expedite any audit that might be conducted. The County shall maintain all books, documents, papers, accounting records and other documentation relating to costs. Records shall include, but not be limited to, diaries, materials received (invoices), test reports, manufacturer's certificates, warranties, change orders, and time extensions. The County shall make those materials available to the State or its duly authorized representatives for verification, review, and inspection at its office during the contract period and for seven years from the date the final payment is received by the County or until any impending litigation or claims are resolved.

Contract # _____
District # _____
Code Chart 64 # _____
Project: _____

26. Signatory Warranty. Each signatory warrants that the signatory has the necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE COUNTY

Signature

Printed Name and Title

Date

THE STATE OF TEXAS

Signature

Typed or Printed Name

Title

Date

Contract # _____
District # _____
Code Chart 64 # _____
Project: _____

ATTACHMENT A
Resolution or Ordinance

Contract # _____
District # _____
Code Chart 64 # _____
Project: _____

ATTACHMENT B

Amount of Grant Award and Funding Commitments

County of: _____

Amount of Grant Funds Awarded by State: \$ _____

Minimum amount of County Matching Funds*: \$ _____

* The State Share will be 90% for those counties determined to be "economically disadvantaged" by Transportation Code 222.053. These counties will have a minimum of 10% county matching funds. The State Share will be 80% for those counties not determined to be "economically disadvantaged" by Transportation Code 222.053. These counties will have a minimum of 20% matching funds.

Estimate

PINNER CARPETS, INC

800 E 8TH ST

ODESSA, TX 79761

pinner_carpets_inc@yahoo.com

Fax: (432) 337-0078

Phone: (432) 337-2303

Estimate #: 19140

Salesperson: MARIA RAMIREZ

Estimate Date: 6/17/2020

Terms: COD

Job:

Store: 101 - PINNER CARPETS, INC

Customer P.O.:

To: WINKLER COUNTY COURTHOUSE

Ship to Address:

100 E WINKLER
P O DRAWER Y
KERMIT, TX 79745

downstair bathroom
100 E WINKLER
P O DRAWER Y
KERMIT, TX 79745

Home (432) 586-6658

Ship

Work (432) 586-6658

Cell

Fax (432) 586-3223

Quantity	Meas.	Width	Length	# Tiles	Description	Room	Price	Total
174.00	Feet	0.000	0.000		Patcraft Cmyk1426V-00740 planking glue down		\$4.01	\$697.74
174.00	Feet	0.000	0.000		Installed viynal planking labor		\$1.00	\$174.00
1.00	Unit	0.000	0.000		2 1/2 cove base		\$238.80	\$238.80
174.00	Feet	0.000	0.000		TAKE UP		\$2.00	\$348.00
1.00	Unit	0.000	0.000		DELIVERY		\$150.00	\$150.00
1.00	Unit	0.000	0.000		minmuam labor		\$100.00	\$100.00
1.00	Unit	0.000	0.000		MILEAGE		\$54.00	\$54.00

THANK YOU FOR YOUR BUSINESS

CUSTOMER SATISFACTION GUARANTEED

WE ARE NOT RESPONSIBLE FOR DAMAGE TO FURNITURE

Estimate

PINNER CARPETS, INC

800 E 8TH ST

ODESSA, TX 79761

pinner_carpets_inc@yahoo.com

Fax: (432) 337-0078

Phone: (432) 337-2303

Estimate #: 19140

Salesperson: MARIA RAMIREZ

Estimate Date: 6/17/2020

Terms: COD

Job:

Store: 101 - PINNER CARPETS, INC

Customer P.O.:

To: WINKLER COUNTY COURTHOUSE

Ship to Address:

100 E WINKLER
P O DRAWER Y
KERMIT, TX 79745

downstair bathroom
100 E WINKLER
P O DRAWER Y
KERMIT, TX 79745

Home (432) 586-6658

Ship

Work (432) 586-6658

Cell

Fax (432) 586-3223

Quantity	Meas.	Width	Length	# Tiles	Description	Room	Price	Total
----------	-------	-------	--------	---------	-------------	------	-------	-------

Description:

will not remove toilet
if any floor prep is needed \$150.00 may be added to the bill
MARK I HAVE TO REVISED BID I DID WRONG FOOTAGE.OUR PHONES
ARE DOWN IF ANY QUESTIONS CALL MY CELL PHONE 432-208-2971

Subtotal: 1,762.54

Tax: \$0.00

Total: \$1,762.54

Payments Received: \$0.00

Total Due: \$1,762.54

THANK YOU FOR YOUR BUSINESS

CUSTOMER SATISFACTION GUARANTEED

WE ARE NOT RESPONSIBLE FOR DAMAGE TO FURNITURE



APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
 Winkler County
 100 East Winkler Street
 Kermit, Tx 79745
FROM CONTRACTOR:
 RRC Construction
 10617 W. CR 72
 Midland, Tx 79707

PROJECT:
 Winkler Community Center at Kermit
 S. East Ave.
 Kermit, TX 79745
VIA ARCHITECT:
 Level 5 Architecture, PLLC
 PoBox 1012
 Mansfield, Tx 76063

APPLICATION #: PA06032519-14
PERIOD TO: 06/30/20
PROJECT NOS: 18-02
CONTRACT DATE: 04/08/19

Distribution to:

<input checked="" type="checkbox"/>	Owner
<input checked="" type="checkbox"/>	Const. Mgr
<input checked="" type="checkbox"/>	Architect
<input checked="" type="checkbox"/>	Contractor

CONTRACT FOR: Winkler Community Center at Kermit

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM -----	\$	<u>3,957,000.00</u>
2. Net change by Change Orders -----	\$	<u>502,105.78</u>
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	<u>4,459,105.78</u>
4. TOTAL COMPLETED & STORED TO DATE-\$ (Column G on Continuation Sheet)	\$	<u>4,360,343.01</u>
5. RETAINAGE:		
a. 10.0% of Completed Work (Columns D+E on Continuation Sheet)	\$	<u>436,034.30</u>
b. 10.0% of Stored Material (Column F on Continuation Sheet)	\$	<u> </u>
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet)-----	\$	<u>436,034.30</u>
6. TOTAL EARNED LESS RETAINAGE ----- (Line 4 less Line 5 Total)	\$	<u>3,924,308.71</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)-----	\$	<u>3,658,453.69</u>
8. CURRENT PAYMENT DUE -----	\$	<u>265,855.02</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>534,797.07</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$502,105.78	
Total approved this Month		
TOTALS	\$502,105.78	
NET CHANGES by Change Order	\$502,105.78	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR:

By: Winkler Date: 6/25/20

State of: Texas
 County of: Midland

Subscribed and sworn to before me this 25th day of June, 2020

Notary Public: JG
 My Commission expires: 6-5-23



CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ----- : 265,855.02
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: [Signature] Date: 6/27/2020

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.



Level 5 Architecture, PLLC
 104 South Main Street
 Mansfield, Texas 76063

Winkler County

Invoice number 1803-26
 Date 06/30/2020

Project 18-03 KERMIT COMMUNITY CENTER
 AND ANNEX

Construction Cost \$4,459,105.00
 Construction Cost % 9.00 %
 Contract Amount \$158,719.45

Description	Contract Amount	Percent Complete	Current Billed
Construction Cost Increase - CA	158,719.45	87.76	19,347.00
Total	158,719.45	87.76	19,347.00

Reimbursables

	Units	Rate	Billed Amount
Travel Expense			296.65
Miles	700.00	0.565	395.50
Reimbursables subtotal			692.15

Invoice total **20,039.15**

Invoice Summary

Description	Contract Amount	Prior Billed	Current Billed	Remaining
Phase 1 Design Services	73,800.00	73,800.00	0.00	0.00
Design Development	73,800.00	73,800.00	0.00	0.00
Construction Docs	72,000.00	72,000.00	0.00	0.00
Construction Admin	23,000.00	23,000.00	0.00	0.00
Construction Cost Increase - CA	158,719.45	119,942.64	19,347.00	19,429.81
Add Services - Civil Engineering	45,201.40	45,201.40	0.00	0.00
Total	446,520.85	407,744.04	19,347.00	19,429.81

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
1803-26	06/30/2020	20,039.15	20,039.15				
Total		20,039.15	20,039.15	0.00	0.00	0.00	0.00

Total Office Soluton of West Texas

Rockie LeBlanc 432-332-0807

Winkler County Community Center
Newport Gray

Qty	Part Number	Description	List	Ext List	Price	Ext Price
Juvenile Probation-Exec L Units						
2	PL101	Desk Shell, 71x36	\$371.00	\$742.00	\$209.22	\$418.44
2	PL145	Return Shell, 48x24	\$235.00	\$470.00	\$132.53	\$265.05
2	PL166	Pedestal, BBF	\$376.00	\$752.00	\$212.03	\$424.06
2	PL175	Pedestal, FF	\$376.00	\$752.00	\$212.03	\$424.06
2	CDR1	Center Drawer	\$72.00	\$144.00	\$40.60	\$81.20
2	LLR40203	Exec Chairs	\$599.00	\$1,198.00	\$359.38	\$718.76
5	HONSGS6FBUR10B	Guest Chairs, 2/crtn	\$854.00	\$4,270.00	\$527.08	\$2,635.40
		4 offices/6 waiting area				
Licensing-Chairs Only						
1	HONSGS6FBUR10B	Guest Chairs, 2/crtn	\$854.00	\$854.00	\$527.08	\$527.08
Waiting Area-Chairs Only						
7	HONSGS6FBUR10B	Guest Chairs, 2/crtn	\$854.00	\$5,978.00	\$527.08	\$3,689.56
Probation-Exec L Units						
4	PL101	Desk Shell, 71x36	\$371.00	\$1,484.00	\$209.22	\$836.87
4	PL145	Return Shell, 48x24	\$235.00	\$940.00	\$132.53	\$530.11
4	PL166	Pedestal, BBF	\$376.00	\$1,504.00	\$212.03	\$848.12
4	PL175	Pedestal, FF	\$376.00	\$1,504.00	\$212.03	\$848.12
4	CDR1	Center Drawer	\$72.00	\$288.00	\$40.60	\$162.41
4	LLR40203	Exec Chairs	\$599.00	\$2,396.00	\$359.38	\$1,437.52
7	HONSGS6FBUR10B	Guest Chairs, 2/crtn	\$854.00	\$5,978.00	\$527.08	\$3,689.56
		10 offices/4 Waiting area				

Total Office Soluton of West Texas

Rockie LeBlanc 432-332-0807

Qty	Part Number	Description	List	Ext List	Price	Ext Price
Commissioners-U Groupings						
2	PL101	Desk Shell, 71x36	\$371.00	\$742.00	\$209.22	\$418.44
2	PL170	Bridge, 48x24	\$235.00	\$470.00	\$110.53	\$221.05
2	PL143	Credenza Shell, 71x24	\$335.00	\$670.00	\$188.92	\$377.83
2	PL166	Pedestal, BBF	\$376.00	\$752.00	\$212.03	\$424.06
2	PL175	Pedestal, FF	\$376.00	\$752.00	\$212.03	\$424.06
2	CDR1	Center Drawer	\$72.00	\$144.00	\$40.60	\$81.20
4	LLR40203	Exec Chairs	\$599.00	\$2,396.00	\$359.38	\$1,437.52
2	HONSGS6FBUR10B	Guest Chairs, 2/crtn	\$854.00	\$1,708.00	\$527.08	\$1,054.16
DPS Office						
Sargeant's Office-U Grouping						
1	PL101	Desk Shell, 71x36	\$371.00	\$371.00	\$209.22	\$209.22
1	PL170	Bridge, 48x24	\$235.00	\$235.00	\$110.53	\$110.53
1	PL143	Credenza Shell, 71x24	\$335.00	\$335.00	\$188.92	\$188.92
1	PL166	Pedestal, BBF	\$376.00	\$376.00	\$212.03	\$212.03
1	PL175	Pedestal, FF	\$376.00	\$376.00	\$212.03	\$212.03
1	CDR1	Center Drawer	\$72.00	\$72.00	\$40.60	\$40.60
1	LLR40203	Exec Chairs	\$599.00	\$599.00	\$359.38	\$359.38
1	HONSGS6FBUR10B	Guest Chairs, 2/crtn	\$854.00	\$854.00	\$527.08	\$527.08
Front Area-DPS Office-Exec L Units						
4	PL101	Desk Shell, 71x36	\$371.00	\$1,484.00	\$209.22	\$836.87
4	PL145	Return Shell, 48x24	\$235.00	\$940.00	\$132.53	\$530.11
4	PL166	Pedestal, BBF	\$376.00	\$1,504.00	\$212.03	\$848.12
4	PL175	Pedestal, FF	\$376.00	\$1,504.00	\$212.03	\$848.12
4	CDR1	Center Drawer	\$72.00	\$288.00	\$40.60	\$162.41
4	PL112	Lateral File, 2-Dr	\$618.00	\$2,472.00	\$348.50	\$1,393.98
4	LLR40203	Exec Chairs	\$599.00	\$2,396.00	\$359.38	\$1,437.52

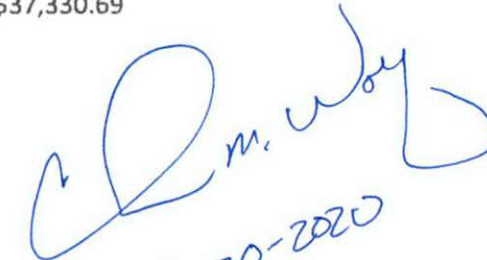
Total Office Soluton of West Texas
 Rockie LeBlanc 432-332-0807

Qty	Part Number	Description	List	Ext List	Price	Ext Price
Flex Offices-U Groupings						
4	PL101	Desk Shell, 71x36	\$371.00	\$1,484.00	\$209.22	\$836.87
4	PL170	Bridge, 48x24	\$235.00	\$940.00	\$110.53	\$442.11
4	PL143	Credenza Shell, 71x24	\$335.00	\$1,340.00	\$188.92	\$755.67
4	PL166	Pedestal, BBF	\$376.00	\$1,504.00	\$212.03	\$848.12
4	PL175	Pedestal, FF	\$376.00	\$1,504.00	\$212.03	\$848.12
4	CDR1	Center Drawer	\$72.00	\$288.00	\$40.60	\$162.41
4	LLR40203	Exec Chairs	\$599.00	\$2,396.00	\$359.38	\$1,437.52
4	HONSGS6FBUR10B	Guest Chairs, 2/crtn	\$854.00	\$3,416.00	\$527.08	\$2,108.32

142 Total:

\$63,566.00

\$37,330.69

Approved: 
 le-30-2020

Estimate

PINNER CARPETS, INC
 800 E 8TH ST
 ODESSA, TX 79761
 pinner_carpets_inc@yahoo.com
 Fax: (432) 337-0078
 Phone: (432) 337-2303

Estimate #: 19096
 Estimate Date: 6/10/2020

Salesperson: DARELL FIFER

Terms: COD

Job:

Store: 101 - PINNER CARPETS, INC

Customer P.O.:

To: WINKLER COUNTY COURTHOUSE

Ship to Address:

100 E WINKLER
 P O DRAWER Y
 KERMIT, TX 79745

NEW BUILDING
 Flooring
 WINK, TX 797452

Home (432) 586-6658
 Work (432) 586-6658
 Fax (432) 586-3223

Ship (817) 842-0212
 Cell

Quantity	Meas.	Width	Length	# Tiles	Description	Room	Price	Total
3,060.00	Feet	0.000	0.000		Patcraft Cmyk I426V-00740 planking, GLUE		\$4.01	\$12,255.30
260.00	Feet	0.000	0.000		INSTALL CB labor and glue		\$1.09	\$283.40
1.00	Unit	0.000	0.000		DELIVERY drop charge		\$150.00	\$150.00
1.00	Unit	0.000	0.000		MILEAGE trip charges		\$200.00	\$200.00
3,060.00	Feet	0.000	0.000		INSTALL PLANKING		\$1.00	\$3,060.00
576.00	Feet	0.000	0.000		Patcraft CMYK I426V-00740 Fauna Planking Add on 6-30-20 16 ctns		\$4.01	\$2,309.76
576.00	Feet	0.000	0.000		VINYL (FOOT)		\$1.00	\$576.00
1.00	Unit	0.000	0.000		MILEAGE 1-day		\$100.00	\$100.00

THANK YOU FOR YOUR BUSINESS

CUSTOMER SATISFACTION GUARANTEED

WE ARE NOT RESPONSIBLE FOR DAMAGE TO FURNITURE

Estimate

PINNER CARPETS, INC

800 E 8TH ST

ODESSA, TX 79761

pinner_carpets_inc@yahoo.com

Fax: (432) 337-0078

Phone: (432) 337-2303

Estimate #: 19096

Salesperson: DARELL FIFER

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Store: 101 - PINNER CARPETS, INC

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NEW BUILDING
Flooring
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Home (432) 586-6658

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Work (432) 586-6658

Cell

Fax (432) 586-3223

Quantity	Meas.	Width	Length	# Tiles	Description	Room	Price	Total
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Description:

If floor prep is needed would be an extra charge.

Subtotal: 18,934.46

Tax: \$0.00

Total: \$18,934.46

Payments Received: \$0.00

Total Due: \$18,934.46

THANK YOU FOR YOUR BUSINESS

CUSTOMER SATISFACTION GUARANTEED

WE ARE NOT RESPONSIBLE FOR DAMAGE TO FURNITURE



APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
Winkler County
100 East Winkler Street
Kermit, Tx 79745
FROM CONTRACTOR:
RRC Construction
10617 W. CR 72
Midland, Tx 79707

PROJECT:
Winkler Community Center at Wink
306 NW 2nd St
Wink, Tx 79745
VIA ARCHITECT:
Level 5 Architecture, PLLC
PoBox 1012
Mansfield, Tx 76063

APPLICATION #: PA05032519-13 Distribution to:
PERIOD TO 06/30/20
PROJECT NOS 18-02
CONTRACT DATE: 04/08/19
 Owner
 Const. Mgr
 Architect
 Contractor

CONTRACT FOR: Winkler Community Center at Wink

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet is attached

1. ORIGINAL CONTRACT SUM-----	\$	1,809,000.00
2. Net change by Change Orders-----	\$	86,514.52
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	1,895,514.52
4. TOTAL COMPLETED & STORED TO DATE-\$ (Column G on Continuation Sheet)		1,895,514.54
5. RETAINAGE:		
a. _____ of Completed Work (Columns D+E on Continuation Sheet)	\$	
b. 10.0% of Stored Material (Column F on Continuation Sheet)	\$	
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet-----	\$	
6. TOTAL EARNED LESS RETAINAGE----- (Line 4 less Line 5 Total)	\$	1,895,514.54
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)-----	\$	1,895,514.54
8. CURRENT PAYMENT DUE-----	\$	43,222.81
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$89,916.52	-\$3,402.00
Total approved this Month		
TOTALS	\$89,916.52	-\$3,402.00
NET CHANGES by Change Order	\$86,514.52	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due

CONTRACTOR:
By: *[Signature]*



Date: 06/29/20
State of: Texas
County of: Midland
Subscribed and sworn to before me this 29th day of June, 2020

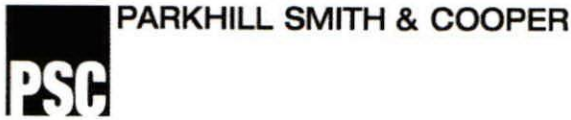
Notary Public: *[Signature]*
My Commission expires: 6-5-23

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED -----: 43,222.81
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:
By: *[Signature]* Date: 6/29/2020
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.



4222 85th Street
Lubbock, Texas 79423
806.473.2200

Total Due this Invoice \$2,174.35

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

June 14, 2020
Invoice No: 01409819.00 - 13

Project 01409819.00 Winkler Co Air Hangars
Contract awarded to RRC Commercial Construction Management. Awaiting for county to execute contract to issue notice to start construction.

Professional Services from May 1, 2020 to May 31, 2020

Task	Final Design Services		
Fee			
Total Fee	97,256.75		
Percent Complete	100.00	Total Earned	97,256.75
		Previous Fee Billing	96,745.00
		Total Fee	511.75
		Task Subtotal	\$511.75

Task	Construction Admin Services		
Fee			
Total Fee	33,252.00		
Percent Complete	5.00	Total Earned	1,662.60
		Previous Fee Billing	0.00
		Total Fee	1,662.60
		Task Subtotal	\$1,662.60
		Total Due this Invoice	\$2,174.35



**RETURN REMITTANCE
COPY WITH PAYMENT.
THANK YOU!**

Please send payment to our Lubbock office: 4222 85th Street, Lubbock, Texas 79423