

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

TIME: 9:00 O'CLOCK A.M.
DATE: MONDAY, AUGUST 24, 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 July minutes.
 - (b) Receive monthly report of County Treasurer.
 - (c) Approve payroll.
 - (d) Approve bills over \$500.00.
 - (e) Approve claims against county.
 - (f) Receive Monthly Report of Investment Officer.
 - (g) Consider for approval payment to Diamond A Ranch for caliche for County Road 409 in the amount of \$2,660.00 from budgeted road funds.
 - (h) Consider for approval request of Scotty Carman, Superintendent of Wink-Loving Independent School District, for exception to burn ban for bonfire to be held Thursday, October 8, 2020, or in case of inclement weather, to hold the bonfire October 29, 2020.
 - (i) Consider for approval Substance Abuse Treatment Services Operations Agreement between Winkler County Adult Probation Department and Choice Works Counseling for substance abuse services for the period of September 1, 2020 to August 31, 2021.
 - (j) Consider for approval Substance Abuse Treatment Services Operations Agreement between Winkler County Adult Probation Department and Choice Works Counseling for substance abuse/Individual Counseling/Anger Management/Battered Intervention Program/Mental Health Services for the period of September 1, 2020 to August 31, 2021.
 - (k) Consider for approval payment to Boyce Equipment & Parts Co., Inc., for tires for Wink Volunteer Fire Department in the amount of \$3,952.00 from budgeted funds.
 - (l) Consider for approval payment to the City of Kermit for Kermit Volunteer Fire Department retirement in the amount of \$4,550.00 from budgeted funds.
 - (m) Consider for approval payment in the amount of \$5,202.50 to Election Systems & Software, LLC, for firmware and support for the Winkler County Clerk's Office for the period of November 1, 2020 to October 31, 2021 from budgeted funds.
 - (n) Consider for approval payment of two invoices to Don Wise Transportation Services, Inc., for pre-mix in the total amount of \$5,303.57 from budgeted lateral road funds.

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- (o) Consider for approval the following contracts for juvenile offender placement:
 - i. Contract and Agreement for Detention and Residential Placement between Lubbock County Juvenile Justice Center and Winkler County for the period of September 1, 2020 and August 31, 2021; and
 - ii. Consider for approval Contract for Detention Services between Tom Green County and Winkler County for the period of September 1, 2020 and August 31, 2021.
- 3. Public hearing on salaries, expenses and other allowances of all county elected officers, precinct officers, appointed officers, and all county employees for fiscal year 2021.
- 4. Discuss and take necessary action on deferred taxes for September 1, 2020 to December 31, 2020.
- 5. Consider for approval lighting repair and breaker installation at Winkler County pavilion in Kermit by TESCO Energy Services in an amount not to exceed \$6,800.00 from park budgeted funds.
- 6. Consider for approval payment to American Equipment & Trailer for purchase and installation of tail gate spreader for Precinct 1 2016 Mack dump truck in the amount of \$18,008.00 from capital expenditures.
- 7. Consider for approval payment in the amount of \$1,195.89 to Seventh Administrative Judicial Region of Texas for the county's share of expenses for the period September 1, 2020 through August 31, 2021 from budgeted funds.
- 8. Consider for approval purchase of furniture for Winkler County Recreation Center from Total Office Solutions in an amount not to exceed \$5,185.44 with \$3,738.77 from capital expenditures and \$1,446.67 from Recreation Center supplies.
- 9. Consider for approval repair to pool tables at Winkler County Recreation Center by Basin Billiards, Inc., in an amount not to exceed \$3,420.00 from Kermit park budgeted funds.
- 10. Consider for approval Priority Project List for the Texas Department of Transportation (TxDOT) Transportation Infrastructure Grant (TIF).
- 11. Consider, discuss, and take appropriate action regarding entering into an Agreement with GrantWorks, Inc., for project delivery services for the County Transportation Infrastructure Fund (CTIF) grant program.
- 12. Approve change orders and modifications for Winkler County Courthouse.
- 13. Approve Winkler County Courthouse construction claims.
- 14. Approve change orders and modifications for Kermit Community Center.
- 15. Approve Kermit Community Center construction claims.
- 16. Approve change orders and modifications for Winkler County Golf Course.
- 17. Approve Winkler County Golf Course construction claims.
- 18. Approve change orders and modifications for Winkler County Airport.
- 19. Approve Winkler County Airport construction claims.
- 20. Approve Winkler County EMS construction claims.

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21. Receive monthly reports from county officials.
22. Discuss and approve line item adjustments.
23. Discuss and approve budget amendments.
24. Budget Workshop.
25. Adjourn.

On this the 13th day of July, 2020, the Commissioners' Court of Winkler County, Texas, met in Regular Term of Court at the Courthouse in Kermit, Texas, via video conference link: Zoom – Meeting ID# 4050268443 Password: cc, with the following members present to wit:

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

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

At 9:00 o'clock A.M. Judge Wolf called the meeting to order.

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

CONSENT AGENDA:

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

- (a) Payroll
- (b) Bills over \$500.00
- (c) Claims against County
- (d) Receive Report from County Extension Agent
- (e) Approve 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.

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

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

A motion was made by Commissioner Stevens and seconded by Commissioner Williams to continue the burn ban in unincorporated areas in the county, after hearing recommendations of Winkler County Fire Marshall, Wink Volunteer Fire Department and Kermit Volunteer Fire Department; which motion became an order of the Court upon the following vote:

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

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

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

A motion was made by Commissioner Wolf and seconded by Commissioner Stevens to approve a Resolution establishing a law enforcement agency for the 109th District Attorney's Office; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Wolf and seconded by Commissioner Williams to approve payment in the amount of \$7,482.00 to Onsolve, LLC for 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; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Williams and seconded by Commissioner Thompson to approve purchase of foot stools, adjustable tables, floor rockers for Winkler County Recreation Center in an amount not to exceed \$6000.00 from committed capital funds; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Wolf, Williams and Thompson
Noes: Commissioner Stevens

A motion was made by Commissioner Williams and seconded by Commissioner Thompson to approve proposal from TexStar Home Improvement for cabinets, counter tops, sink and necessary plumbing for Winkler County recreation Center in an amount not to exceed \$12,000.00 from committed park improvement funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Stevens and seconded by Commissioner Williams to approve Resolution Approving the County Transportation Infrastructure Grant Agreement and authorize County Judge to sign; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Stevens and seconded by Commissioner Williams to approve County Transportation Infrastructure Grant Program Agreement between Texas Department of Transportation and Winkler County; which motion became an order of the Court upon the following vote:

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

There were no change orders and modifications for the Winkler County Courthouse for the Court to consider at this time.

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

There were no change orders and modifications for Kermit Community Center for the Court to consider at this time.

A motion was made by Commissioner Stevens and seconded by Commissioner Williams to approve construction claims for the Kermit Community Center; which motion became an order of the Court upon the following vote:

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

There were no change orders and modifications for the Wink Community Center for the Court to consider at this time.

A motion was made by Commissioner Stevens and seconded by Commissioner Williams to approve construction claim in the amount of \$43,222.81 to RRC for final payment for Wink Community Center; which motion became an order of the Court upon the following vote:

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

There were no change orders and modifications for Winkler County Golf Course for the Court to consider at this time.

A motion was made by Commissioner Stevens and seconded by Commissioner Thompson to approve payment in the amount of \$16,880.00 to Megadyne for Winkler County Golf Course construction claims; which motion became an order of the Court upon the following votes:

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

There were no change orders and modifications for Winkler County Airport for the Court to consider at this time.

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

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

A motion was made by Commissioner Williams and seconded by Commissioner Thompson to receive the monthly reports from county officials; which motion became an order of the Court upon the following votes:

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

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

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

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

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

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

MINUTES approved the _____ day of _____, 20__.

PAM GREENE, WINKLER COUNTY CLERK

STATE OF TEXAS)

COUNTY OF WINKLER)

On this the 27th day of July, 2020, the Commissioners' Court of Winkler County, Texas, met in Regular Term of Court at the Courthouse in Kermit, Texas, via video conference link: Zoom – Meeting ID# 4050268443 Password: cc, with the following members present to wit:

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

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

At 9:00 o'clock A.M. Judge Wolf called the meeting to order.

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

CONSENT AGENDA:

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

- (a) June minutes
- (b) Payroll
- (c) Bills over \$500.00
- (d) Claims against County
- (e) Monthly Report of Investment Officer
- (f) Approve the following contracts for juvenile offender placement:
 - i. Contract and Agreement for Secure Long-Term Residential Service of Juvenile Offenders Space Available between Winkler County and Youth Opportunity Investments, LLC Center for Success and Independence at Rockdale Academy for the period September 1, 2020 to August 31, 2021.
 - ii. Contract and Agreement for Secure Short-Term Detention of Juvenile Offenders Space Available between Winkler County and Youth Opportunity Investments, LLC Center for

- iii. Success and Independence at Rockdale Academy for the period September 1, 2020 to August 31, 2021.
- iv. Contract and Agreement Placement of Juvenile Offenders Space Available between Winkler County and Garza County for the period September 1, 2020 through August 31, 2021.

(g) Approve payment to Kologik, LLC for COPsync software licenses from July 13, 2020 to July 12, 2021 for Winkler County Sheriff's Department in the amount of \$5,820.00 from budgeted funds.

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

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

Received outside audit report from William Patton of Robison Johnston & Patton, LLP no action was necessary.

A motion by Commissioner Williams and seconded by Commissioner Stevens to approve payment to Robison Johnston & Patton LLP for preparation of audited financial statements for the year ended December 31, 2019 in the amount of \$16,450.00 from budgeted funds; which motion became an order of the Court upon the following vote:

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

A motion by Commissioner Stevens and seconded by Commissioner Williams to approve payment in the amount of \$6,558.85 to the United States Postal Service for personalized stamped envelopes for the Tax Assessor from postage and supplies fund; which motion became an order of the Court upon the following vote:

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

A motion by Commissioner Williams and seconded by Commissioner Stevens to approve no change in Imposition of Optional Fees for Calendar Year 2021; which motion became an order of the Court upon the following vote:

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

A motion by Commissioner Williams and seconded by Commissioner Thompson to approve official designation of Winkler County Tax Assessor Collector as individual responsible for calculating no-new-revenue (effective) tax rate and voter-approval (rollback) tax rate; which motion became an order of the Court upon the following vote:

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

A motion by Commissioner Wolf and seconded by Commissioner Williams accept the use, policies and fees for Wink buildings and facilities; which motion became an order of the Court upon the following vote:

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

A motion by Commissioner Williams and seconded by Commissioner Thompson to table the proposal of Buck Day for installation of concrete pads and sidewalk at Winkler County Park in Kermit in the amount of \$11,550.00 from committed park improvement funds; which motion became an order of the court upon the following vote:

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

A motion by Commissioner Williams and seconded by Commissioner Thompson to approve quote from Freedoms Computer Cabling & Electric Contractor for electrical work on pavilion at Winkler County Park in Kermit in the amount of \$10,500.00 from committed park improvement funds; which motion became an order of the Court upon the following vote:

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

A motion by Commissioner Stevens and seconded by Commissioner Thompson to approve Statement of Agreement between Winkler County and West Texas Centers for the period of September 1, 2020 to August 31, 2021 in the amount of \$6,000.00 per year to be paid in twelve (12) monthly payments of \$500.00 each from budgeted funds; which motion became an order of the Court upon the following vote:

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

There were no change orders and modifications for Winkler County Courthouse for the Court to consider at this time.

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

A motion was made by Commissioner Stevens and seconded by Commissioner Williams to approve change order and modifications for Kermit Community Center in the amount of \$12,775.00 to Midessa Telephone Systems, Inc.; which motion became an order of the Court upon the following vote:

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

There were no construction claims for Kermit Community Center for the Court to consider at this time.

There were no change orders and modifications for Wink Community Center for the Court to consider at this time.

There were no construction claims for Wink Community Center for the Court to consider at this time.

There were no change orders and modifications for Winkler County Golf Course for the Court to consider at this time.

A motion by Commissioner Stevens and seconded by Commissioner Thompson to approve construction claims at Winkler County Golf Course in the amount of \$49,940.00 to Peters Water Well Drilling and \$7400.00 for irrigation design to McCampbell Irrigation; which motion became an order of the Court upon the following vote:

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

There were no change orders and modifications for Winkler County Airport for the Court to consider at this time.

A motion by Commissioner Stevens and seconded by Commissioner Thompson to approve construction claims at Winkler County Airport to RRC Construction in the amount of \$29,675.00: which motion became an order of the Court upon the following vote:

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

A motion by Commissioner Williams and seconded by Commissioner Stevens to approve Winkler County EMS construction claim in the amount of \$33,940.00 to Brown, Reynolds, Watford Architects; which motion became an order of the Court upon the following vote:

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

A motion by Commissioner Stevens and seconded by Commissioner Williams to receive monthly reports from county officials; which motion became an order of the Court upon the following vote:

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

A motion by Commissioner Stevens and seconded by Commissioner Thompson to approve line item adjustments; which motion became an order of the Court upon the following vote:

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

A motion by Commissioner Williams and seconded by Commissioner Thompson to approve budget amendments; which motion became an order of the Court upon the following vote:

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

After a short recess, the Court returned and entered into Budget Workshop.

A motion was made by Commissioner Thompson and seconded by Commissioner Stevens to adjourn the meeting at 11:40 a.m.; which motion became an order of the Court upon the following vote:

Ayes: Commissioner Stevens, Wolf, Williams and Thompson

Noes: None

MINUTES approved the _____ day of _____, 20_____.

PAM GREENE, WINKLER COUNTY CLERK

Diamond A Ranch
PO Box 973
Kermit, TX 79745

8-10-20

Winkler County
Drawer O
Kermit, TX 79745

County Road 409
532 yards caliche @ 5.00 yard

2,660.00

RECEIVED
AUG 11 2020
AUDITOR'S OFFICE

Total

2,660.00

*aganda
AUG 24, 2020*



Wink-Loving I.S.D.

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

ADMINISTRATION

August 11, 2020

Mr. Scotty Carman
Superintendent

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

Mr. Lance Wineinger
Elementary Principal

Mr. Greg Rogers
Director of Operations

Mr. Brian Gibson
Athletic Director

Mrs. Geanna Coker
Business Manager

Mr. Michael Dawkins
Technology Director

Ms. Grace Harrison
Tax Assessor-Collector
Board Secretary

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

RE: Wink-Loving ISD Bonfire Request

Dear Winkler County Commissioner's Court:

Wink-Loving I.S.D. would like to request to have their homecoming bonfire on **Thursday, October 8th, 2020** at approximately 9:00 p.m. Wink-Loving I.S.D. will coordinate with the Wink Volunteer Fire Department and Wink Police Department to ensure the safety of the participants.

We would also like to reserve **October 29th, 2020 as a back-up date** in the event weather does not allow us to have the bonfire on October 8th, 2020.

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

Sincerely,

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

BOARD OF EDUCATION

Mr. Brad White
President

Mr. Eddie Brewer
Vice-President

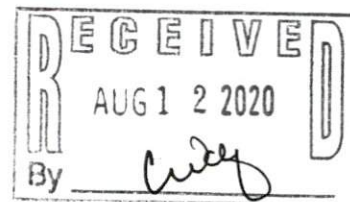
Ms. Melissa Halterman
Asst. Secretary

Mr. Larry Antley

Mr. Jerome Dewberry

Mr. Raymond Dodd

Mr. Clayton Hawkins



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

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

And

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

As of the 1st day of September, 2020

WITNESSETH:

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

APPOINTMENT OF VENDOR; TERM

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

Term. This Agreement is effective on the date set forth in the initial paragraph hereof and shall continue until August 31, 2021, unless it is terminated earlier pursuant to the provisions hereof, provided, however, that DEPARTMENT shall have the option to renew and extend this AGREEMENT for a period of one year (with such changes as to which VENDOR shall agree), upon the giving to VENDOR a written notice of such intention no later than thirty (30) days prior to the expiration of the initial term.

ARTICLE I
RATES, MINIMUM REQUIREMENTS AND STATEMENT OF SERVICES

1.1 Vendor Rates: DEPARTMENT agrees to make Payments to VENDOR for the delivery of Services, not to exceed \$ 12,000.00 or the amount of funding provided by the Criminal Justice Assistance Division of the Texas Department of Criminal Justice, for September 1, 2020, through August 31, 2021. VENDOR acknowledges that the total dollar amount of the AGREEMENT is subject to change, at the

department's discretion, based on needs and circumstances that arise within the overall DEPARTMENT program. VENDOR agrees to the following rates for substance abuse services:

Outpatient Group \$ 150.00 per group
Outpatient Individual \$ _____ per session

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

Out-patient Treatment - TCADA Level 3 and Level 4 Out-patient

Written policies and procedures shall ensure the following:

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

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

- 1.4 Diagnosis. In its treatment of Defendants, VENDOR shall:
- a. Provide appropriate chemical dependency treatment as designated by a documented by DSM-5 substance abuse or substance dependency diagnosis recommending the specific treatment being provided by the VENDOR;
 - b. Coordinate with DEPARTMENT to identify needs of Defendants that are beyond the scope of VENDOR'S Services and make appropriate referrals in such circumstances; and
 - c. Develop and implement procedures for Services (or referrals) for Defendants with dual diagnosis and/or mental and physical disabilities.
- 1.5 Participation. In order to ensure maximum participation of Defendants in its program, VENDOR shall:
- a. Document attendance at each group session with a sign in sheet.
 - b. Document, on the Monthly Invoice, the number of sessions provided and the client name and number of hours provided on individual sessions.
 - c. Provide the Monthly Invoice and Sign In Sheets to the Department on a timely basis.
- 1.6 Discharge. The discharge of any Defendant shall be made in accordance with the following:
- a. Prior to discharge, VENDOR shall coordinate with Defendant's community supervision officer or the Director to evaluate if any additional services are required for Defendant.
 - b. A copy of the Defendant's discharge summary shall be submitted to the Department.
- 1.7 Referrals. The DEPARTMENT retains control over the Defendant referred to VENDOR for the provision of substance abuse treatment. If the Defendant is determined to be in need of additional or different treatment services, the Defendant is to be referred back to the DEPARTMENT for further action. The process by which this action will occur will be addressed in the Operations Plan.
- 1.8 Court Testimony. VENDOR agrees to provide testimony in court, if required.
- 1.9 Policies and Procedures. The Services for Defendants shall include policies and procedures for admission and discharge, discharge planning, participation in treatment, transportation (as necessary), safety and security, clinical supervision, referral activities, house management and government (as applicable), documentation of Services, and incident reporting and resolution, which shall be in writing and available to DEPARTMENT prior to implementation. VENDOR shall notify

DEPARTMENT in writing of deviations from such policies and procedures, whether temporary or permanent.

- 1.9.1 Orientation and HIV Counseling. VENDOR shall provide orientation to Defendant's regarding substance abuse treatment and support resources and shall provide HIV counseling in accordance with TCADA Licensure Rules.
- 1.9.2 Coordination with DEPARTMENT. VENDOR shall coordinate the following tasks with the DEPARTMENT:
 - a. Submit progress reports on each Defendant, indicating progress and compliance/non-compliance with program.
 - b. Participate in meetings with the Department and discuss alternative to be utilized for incidents of non-compliance with program rules and/or alcohol or drug use by Defendants.
 - c. Comply with DEPARTMENT procedural policies as set forth by the DEPARTMENT Procedural Manual.
- 1.9.3 Definitions. The following terms used in the AGREEMENT shall, unless the context indicates otherwise, have the meanings set forth below:

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

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

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

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

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

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

Outpatient – means any Defendant who receives Services from VENDOR pursuant to the terms hereof.

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

Payment to VENDOR – means the mathematical product of the VENDOR Rate for group sessions and the number of group sessions provided during the billing period and/or the mathematical product of the VENDOR Rate for individual sessions and the number of individual sessions provided during the billing period.

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

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

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

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

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

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

ARTICLE II REPRESENTATIONS AND WARRANTIES

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

- 2.1 Legal Status. VENDOR (1) is a validly organized and constituted sole proprietorship or partnership in the jurisdiction in which it is formed and in good standing therein; or, is a corporation duly incorporated and validly existing under the laws of the jurisdiction in which it is incorporated and in good standing

therein; (2) is duly qualified to conduct business in the State of Texas; and (3) has legal power and authority to own or lease its properties and conduct its business as presently conducted.

- 2.2 Authorization. The making and performance of this AGREEMENT have been duly authorized by all necessary action and will not violate any provision of current law or VENODR'S charter or bylaws. The AGREEMENT has been duly executed and delivered by VENDOR and, assuming due execution and delivery by DEPARTMENT, constitutes a legal, valid, and binding AGREEMENT enforceable against VENDOR in accordance with its terms.
- 2.3 Taxes. VENDOR has filed all necessary federal, state, and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon, including penalties and interest, or provided adequate reserves for payment thereof, except to the extent that same have become due and payable but are not yet delinquent, and except for any taxes and assessments of which the amount applicability or validity is currently being contested in good faith by appropriate proceedings.
- 2.4 NO CHILD SUPPORT OWING. In accordance with 231.006 of the Texas Family Code, no person who is the sole proprietor, a partner, a shareholder, or an owner of twenty-five percent (25%) or more of a VENDOR and who is now more than thirty (30) days delinquent in paying court ordered approved child support may receive payment from state funds under a contract. Under Section 231.006, Family Code, VENDOR certifies that it is not ineligible to receive the Payments and acknowledges that this AGREEMENT may be terminated and Payments may be withheld if this certification is inaccurate.
- 2.5 Use of Payments. No part of the Payments made to VENDOR will be expended for any consultant fees, honorariums, or any other compensation to any employee of DEPARTMENT or for unallowable costs set forth on Exhibit C. VENDOR shall expend Payments made here under solely for providing direct services and for reasonable and allowable expenses directly related to the provision of Services.
- 2.6 Non-Discrimination. In the performance hereof, VENDOR warrants that it shall not discriminate against any employee, subcontractor, or Defendant on account of race, color, handicap, religion, sex, national origin, age, or those who have or are perceived to have a handicap because of AIDS or HIV infection, antibodies to HIV, or infection with any other probable causative agent of AIDS. VENDOR shall include the provisions of this paragraph regarding non-discrimination in each of its contracts with subcontractors so that such provisions will be binding upon each subcontractor.
- 2.7 Non-Collusion. VENDOR warrants that no Person, other than a bona fide employee, has been employed to solicit or secure this AGREEMENT with DEPARTMENT, and VENDOR has not paid or agreed to pay any Person, other

than a bona fide employee, any fee, commission, percentage, or brokerage fee, gift, or any other consideration, contingent upon or resulting from the execution hereof. For breach or violation of this provision, DEPARTMENT shall have the right to terminate this AGREEMENT without liability, or at its discretion to deduct from Payments, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingency fee.

ARTICLE III GENERAL CONDITIONS

- 3.1 Duties and Obligations. VENDOR shall provide the Services in compliance with applicable federal and state law, including all constitutional, legal and court ordered requirements, whether now in effect or hereafter effected or implemented.
- 3.2 Visitation by State Employees. VENDOR shall at all times allow employees/agents of the Governor, members of the Legislature and all other members of the Executive and Judicial branches of the State of Texas, the Contract Monitor, and any other persons designated by the DEPARTMENT and/or the Texas Board of Criminal Justice to monitor the delivery of Services and contract compliance of the VENDOR.
- 3.3 No Subcontractors. No subcontractor may be utilized by VENDOR unless DEPARTMENT has furnished prior written approval.
- 3.4 Confidentiality. When applicable, records of identity, diagnosis, prognosis, or treatment of any Defendant through this AGREEMENT shall be confidential and may be disclosed only in accordance with applicable laws. No information may be released without the Defendants' written consent as documented by a signed information release form. VENDOR shall notify department in writing if any legal process requires disclosure of a Defendant's record and shall obtain written acknowledgement of same from DEPARTMENT'S Authorized Representative.
- 3.5 Termination at Will. Either party may terminate this AGREEMENT for any reason whatsoever, without cause and at any time, by furnishing to the other party thirty (30) days prior written notice. DEPARTMENTS only obligation for terminating this AGREEMENT pursuant to this section shall be the payment to VENDOR of Payments earned hereunder up to the date of termination. VENODOR'S only obligation for terminating this AGREEMENT pursuant to this section shall be to provide Services until the date of termination. Neither VENDOR nor DEPARTMENT shall thereafter be entitled to any other compensation.
- 3.6 Record Retention. All records shall be the property of DEPARTMENT. All records (electronic or paper) pertinent to the provisions of Services hereunder shall be retained by the VENDOR for a period of five years with the following

qualification: If any audit, litigation or claim is started before the expiration of the five-year period, the records shall be retained until all audits, litigation, claims, or other findings involving the records have been resolved. The retention period for all records begins after the DEPARTMENT has made the final Payment in accordance with this AGREEMENT. At the end of the five-year period, VENDOR will request disposition instructions from DEPARTMENT.

ARTICLE IV ADMINISTRATION AND FISCAL SYSTEM

- 4.1 Administrative Control. VENDOR shall establish, document and maintain adequate administrative, financial, and internal controls to ensure that only allowable and reasonable costs are expended under this AGREEMENT.
- 4.2 Governing Board Responsibility. The appropriate governing board or entity of VENDOR shall bear full responsibility for the integrity of the services provided, including compliance with applicable federal and state laws and regulations. Ignorance of any AGREEMENT provisions or other requirements contained herein shall not constitute a defense or basis for waiving or appealing such provisions or requirements.
- 4.3 Conflict of Interest. VENDOR shall not refer defendants for additional services without prior written approval of the DEPARTMENT. VENDOR shall develop and implement written internal policies that may be reviewed by the DEPARTMENT to ensure that members of the governing board, contractual personnel, consultants, volunteers, and employees do not use their positions with the VENDOR for a purpose that is, or gives the appearance of being, motivated by a desire for personal gain or gain by a family member.
- 4.4 Remuneration. Staff of VENDOR shall not pay or receive any commission, consideration, or benefit or any kind related to the referral of a Defendant for treatment or engage in fee-splitting with other professionals.
- 4.5 Audits. VENDOR agrees to furnish DEPARTMENT and/or TDCJ with such information as may be required relating to the Services rendered hereunder. VENDOR shall permit DEPARTMENT to audit and inspect records and reports and to evaluate the performance of Services at any time. VENDOR shall provide reasonable access to all the records, books, reports, and other necessary data and information needed to accomplish review of program activities, services, and expenditures, including cooperation with DEPARTMENT in its performance of random or routine audits to determine the accuracy of VENDOR reports.
- 4.6.1 Independent Audit. VENDORS whose total funding from DEPARTMENTS (CSCDs) statewide exceeds \$100,000 must provide an independent audit on the funds received for each fiscal year (September 1 - August 31). These audits must be submitted to TDCJ-CJAD by December 31 following the end of the fiscal year.

- 4.7 Disclosure. VENDOR is required to immediately or timely, as the case may be, disclose to DEPARTMENT and TDCJ-CJAD the following:
- (a) If any Person who is an employee or director of VENDOR is required to register as a lobbyist under Texas Government Code Chapter 305, at any time during the term hereof, VENDOR shall provide to DEPARTMENT and TDCJ-CJAD timely copies of all reports filed with the Texas Ethics Commission as required by Chapter 305;
 - (b) If any Person who is an employee, subcontractor, or director of VENDOR is or becomes an elected official (i.e., an elected or appointed state official or member of the judiciary, or a United States congressman or senator), during the term hereof,
 - (c) Report any actions or citations by federal, state, or local governmental agencies that may affect VENDOR'S licensure status or its ability to provide Services hereunder.
- 4.8 Withhold Payments. The DEPARTMENT may withhold Payments for any ineligible claims including inadequate or untimely monthly invoices until such time as the ineligible, inadequate or untimely claim is resubmitted and/or corrected by VENDOR. VENDOR agrees to return any unearned amounts paid by the DEPARTMENT within thirty (30) days following the final date of the contact period, or at the DEPARTMENT'S option, within thirty (30) days following the DEPARTMENT'S delivery to VENDOR a notice that amounts paid are to be returned to DEPARTMENT.
- 4.9 Payments to VENDOR. VENDOR shall submit Monthly Invoices (in writing or electronically) as required herein and shall receive Payments from DEPARTMENT based thereon, subject to the provisions in this AGREEMENT. VENDOR will provide an itemized list of Services performed during the invoice period, including the names of all Defendants served, the service provided, and the amount of time rendered with each. DEPARTMENT agrees to pay VENDOR within thirty (30) days after receipt of the Monthly Invoice (Exhibit B).
- 4.10 Specific Measures. All terms of this AGREEMENT are subject to monitoring and verification; however, the VENDOR must have available for the DEPARTMENT'S inspection records to support performance of those measures outlined in Article I herein.
- 4.11 Misspent Funds. The VENDOR will refund expenditures of the VENDOR that are contrary to this AGREEMENT and deemed inappropriate by the DEPARTMENT or designee.

ARTICLE V
DEFAULT AND TERMINATION

- 5.1 Default by VENDOR. Each of the following shall constitute an Event of Default on the part of VENDOR:
- a. A material failure to keep, observe, perform, meet, or comply with any covenant, term, or provision hereof, which failure continues for a period of twenty (20) days after receipt of VENDOR of written notification thereof;
 - b. (1) Admit in writing its inability to pay its debts; (2) make a general assignment for the benefit of creditors; (3) suffer a decree or order appointing a receiver or trustee for it or substantially all of its property, and, if entered without its consent, same is not stayed or discharged within sixty (60) days of such decree or order, (4) suffer filing under any law relating to bankruptcy, insolvency, or the reorganization for relief of debtors by or against it and, if contested by it, not to be dismissed or stayed within sixty (60) days of such filing; or (5) suffer any judgment, writ of attachment or execution, or any similar process issued or levied against a substantial part of its property that is not released, stayed, bonded, or vacated within sixty (60) days after such issuance or levy; and
 - c. The discovery by DEPARTMENT that any statement, representation of warranty in this AGREEMENT is false, misleading, or erroneous in any material respect.
- 5.2 Remedy of DEPARTMENT. Upon the occurrence of an Event of Default by VENDOR, DEPARTMENT shall notify VENDOR of such Event of Default, and subject to the time provisions of Section 5.1 hereof, DEPARTMENT shall have the right to pursue any remedy it may have at law or in equity, including, but not limited to, (a) suspend referral of Defendants; (b) suspend payment; (c) taking action to cure the Event of Default, in which case DEPARTMENT may offset against any Payments owed to VENDOR all reasonable costs incurred by DEPARTMENT in connection with its efforts to cure such Event of Default; and (d) termination and removal of VENDOR as provider of Services. In the event of VENDOR'S removal due to an Event of Default, DEPARTMENT shall have no further obligations to VENDOR after such removal and in such event, VENDOR agrees to cooperate with DEPARTMENT regarding a transition to new provider of Services.
- 5.3 Default by DEPARTMENT. The following shall constitute an Event of Default on the part of DEPARTMENT: failure by DEPARTMENT to pay within thirty (30) days after Payment is due any Payment required to be paid pursuant to the terms hereof, provided such failure to pay shall not constitute an Event of Default if the Comptroller of the Sate of Texas has withheld any payments pursuant to statutory authority.

- 5.4 Remedy of VENDOR. Upon an Event of Default by DEPARTMENT, VENDOR'S sole remedy shall be to terminate this AGREEMENT. Upon such termination, VENDOR shall be entitled to receive Payment from DEPARTMENT for all Services satisfactorily furnished hereunder up to and including the date of termination.
- 5.5 AGREEMENT Subject to Availability of Funds. This AGREEMENT will be subject to the availability of funds as appropriated by the State Legislature and as made available by the Community Justice Assistance Division of the Texas Department of Criminal Justice. If such funds become reduced or unavailable, this AGREEMENT shall be subject to immediate modification, reduction or termination.

ARTICLE VI INDEPENDENT CONTRACTOR

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

ARTICLE VII MISCELLANEOUS PROVISIONS

- 7.1 Inconsistencies. Where there exists any inconsistency between this AGREEMENT and other provisions of collateral contractual Agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.
- 7.2 Severability. Each paragraph and provision hereof is severable from the entire AGREEMENT and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

- 7.3 Prohibition Against Assignment. There shall be no assignment or transfer of this AGREEMENT without the prior written consent of both parties.
- 7.4 Law of Texas. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in the county of the applicable judicial district in which this agreement was entered.
- 7.5 Notices. All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty-eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid.
- 7.6 Entire. This AGREEMENT incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written AGREEMENT. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless attached hereto and/or embodied herein.
- 7.7 Amendment. No changes to this AGREEMENT shall be made except upon written agreement of both parties.
- 7.8 Headings. The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.
- 7.9 Counterparts. This AGREEMENT may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.
- 7.10 Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

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

Executed in Winkler County, Texas by

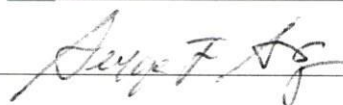
DEPARTMENT: Winkler County Community Supervision and Corrections Department

BY: _____

TITLE: County Judge

DATE: _____

VENDOR: ChoiceWorks Counseling

BY: 

TITLE: M.Ed., LPC

DATE: 8-13-20

Encl.
cc: Probation Dept file
Winkler County Auditor
CJAD

EXHIBIT A
(This page not used)

Exhibit B
Monthly Invoice Form

To be provided by Vendor

EXHIBIT C
Unallowable Costs

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

Alcoholic beverages;

Bad debts;

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

Cash payments to intended recipients of Services;

Equipment items exceeding, \$1,000 (CPU, Monitor and Keyboard are one unit) counted as a direct expense toward the program. Such items may be charged to the program only through an approved depreciation methodology.

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

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

Fines and Penalties;

Firearm, Firearm Components, and Ammunition;

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

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

Lobbying;

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

Tobacco Products.

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

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

And

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

As of the 1st day of September, 2020

WITNESSETH:

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

APPOINTMENT OF VENDOR; TERM

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

Term. This Agreement is effective on the date set forth in the initial paragraph hereof and shall continue until August 31, 2021, unless it is terminated earlier pursuant to the provisions hereof, provided, however, that DEPARTMENT shall have the option to renew and extend this AGREEMENT for a period of one year (with such changes as to which VENDOR shall agree), upon the giving to VENDOR a written notice of such intention no later than thirty (30) days prior to the expiration of the initial term.

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

- 1.1 Vendor Rates: DEPARTMENT agrees to make Payments to VENDOR for the delivery of Services, not to exceed \$ 15,000.00 or the amount of funding provided by the Criminal Justice Assistance Division of the Texas Department of Criminal Justice, for September 1, 2020, through August 31, 2021. VENDOR acknowledges that the total dollar amount of the AGREEMENT is subject to change, at the

department's discretion, based on needs and circumstances that arise within the overall DEPARTMENT program. VENDOR agrees to the following rates for substance abuse/Individual Counseling/Anger Management/ Mental Health Services:

Outpatient Group \$ 150.00 per group
Outpatient Individual \$ 85.00 per session

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

Out-patient Treatment - TCADA Level 3 and Level 4 Out-patient

Written policies and procedures shall ensure the following:

- a. All offenders admitted to the outpatient program shall be medically stable, and have appropriate support systems in the community to live independently with minimal structure.
- b. Staffing patterns shall be in accordance with TCADA Licensure Rules for the appropriate treatment level. Staffing patterns shall be submitted to the DEPARTMENT as part of the proposal.
- c. The program shall set limits on counselor caseload size that ensures effective, individualized treatment and rehabilitation. Criteria used to set the caseload size shall be documented and approved by the DEPARTMENT.
- d. Therapeutic groups shall not exceed 16 offenders in a group.
- e. For offenders in supportive outpatient programs, counselors shall complete a comprehensive offender assessment within thirty (30) calendar days of admission for all offenders.
- f. Out-patient group sessions shall meet for a minimum of (1) hour, at times as may be agreed upon by the DEPARTMENT and VENDOR.

- 1.2.1 DEPARTMENT provided supplies. The DEPARTMENT will reimburse VENDOR for expendable supplies to be used by the Defendants in the course of treatment.
- a. VENDOR will request expenditure approval prior to procurement.
 - b. VENDOR will provide DEPARTMENT with receipts for approved expenditures.

- 1.3 TCADA Licensure. A TCADA facility license (as applicable) for Outpatient status pursuant to the TCADA Chemical Dependency Treatment Facility Licensure Rules, February 1998 and subsequent revisions has been secured and will be maintained during the term hereof. Individuals contracting with the DEPARTMENT must maintain appropriate licensure under Texas State Board Of Examiners Of Professional Counselors Handbook of Application Forms, Examination Information, and Rules, February 1998 and subsequent revisions. **VENDOR must notify**

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

- 1.4 Diagnosis. In its treatment of Defendants, VENDOR shall:
- a. Provide appropriate chemical dependency treatment as designated by a documented by DSM-5 substance abuse or substance dependency diagnosis recommending the specific treatment being provided by the VENDOR;
 - b. Coordinate with DEPARTMENT to identify needs of Defendants that are beyond the scope of VENDOR'S Services and make appropriate referrals in such circumstances; and
 - c. Develop and implement procedures for Services (or referrals) for Defendants with dual diagnosis and/or mental and physical disabilities.
- 1.5 Participation. In order to ensure maximum participation of Defendants in its program, VENDOR shall:
- a. Document attendance at each group session with a sign in sheet.
 - b. Document, on the Monthly Invoice, the number of sessions provided and the client name and number of hours provided on individual sessions.
 - c. Provide the Monthly Invoice and Sign in Sheets to the Department on a timely basis.
- 1.6 Discharge. The discharge of any Defendant shall be made in accordance with the following:
- a. Prior to discharge, VENDOR shall coordinate with Defendant's community supervision officer or the Director to evaluate if any additional services are required for Defendant.
 - b. A copy of the Defendant's discharge summary shall be submitted to the Department.
- 1.7 Referrals. The DEPARTMENT retains control over the Defendant referred to VENDOR for the provision of substance abuse treatment. If the Defendant is determined to be in need of additional or different treatment services, the Defendant is to be referred back to the DEPARTMENT for further action. The process by which this action will occur will be addressed in the Operations Plan.
- 1.8 Court Testimony. VENDOR agrees to provide testimony in court, if required.
- 1.9 Policies and Procedures. The Services for Defendants shall include policies and procedures for admission and discharge, discharge planning, participation in treatment, transportation (as necessary), safety and security, clinical supervision, referral activities, house management and government (as applicable), documentation of Services, and incident reporting and resolution, which shall be in writing and available to DEPARTMENT prior to implementation. VENDOR shall notify

DEPARTMENT in writing of deviations from such policies and procedures, whether temporary or permanent.

- 1.9.1 Orientation and HIV Counseling. VENDOR shall provide orientation to Defendant's regarding substance abuse treatment and support resources and shall provide HIV counseling in accordance with TCADA Licensure Rules.
- 1.9.2 Coordination with DEPARTMENT. VENDOR shall coordinate the following tasks with the DEPARTMENT:
 - a. Submit progress reports on each Defendant, indicating progress and compliance/non-compliance with program.
 - b. Participate in meetings with the Department and discuss alternative to be utilized for incidents of non-compliance with program rules and/or alcohol or drug use by Defendants.
 - c. Comply with DEPARTMENT procedural policies as set forth by the DEPARTMENT Procedural Manual.
- 1.9.3 Definitions. The following terms used in the AGREEMENT shall, unless the context indicates otherwise, have the meanings set forth below:

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

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

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

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

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

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

Outpatient – means any Defendant who receives Services from VENDOR pursuant to the terms hereof.

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

Payment to VENDOR – means the mathematical product of the VENDOR Rate for group sessions and the number of group sessions provided during the billing period and/or the mathematical product of the VENDOR Rate for individual sessions and the number of individual sessions provided during the billing period.

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

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

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

- 2.1 Legal Status. VENDOR (1) is a validly organized and constituted sole proprietorship or partnership in the jurisdiction in which it is formed and in good standing therein; or, is a corporation duly incorporated and validly existing under the laws of the jurisdiction in which it is incorporated and in good standing

therein; (2) is duly qualified to conduct business in the State of Texas; and (3) has legal power and authority to own or lease its properties and conduct its business as presently conducted.

- 2.2 Authorization. The making and performance of this AGREEMENT have been duly authorized by all necessary action and will not violate any provision of current law or VENODR'S charter or bylaws. The AGREEMENT has been duly executed and delivered by VENDOR and, assuming due execution and delivery by DEPARTMENT, constitutes a legal, valid, and binding AGREEMENT enforceable against VENDOR in accordance with its terms.
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- 3.1 Duties and Obligations. VENDOR shall provide the Services in compliance with applicable federal and state law, including all constitutional, legal and court ordered requirements, whether now in effect or hereafter effected or implemented.
- 3.2 Visitation by State Employees. VENDOR shall at all times allow employees/agents of the Governor, members of the Legislature and all other members of the Executive and Judicial branches of the State of Texas, the Contract Monitor, and any other persons designated by the DEPARTMENT and/or the Texas Board of Criminal Justice to monitor the delivery of Services and contract compliance of the VENDOR.
- 3.3 No Subcontractors. No subcontractor may be utilized by VENDOR unless DEPARTMENT has furnished prior written approval.
- 3.4 Confidentiality. When applicable, records of identity, diagnosis, prognosis, or treatment of any Defendant through this AGREEMENT shall be confidential and may be disclosed only in accordance with applicable laws. No information may be released without the Defendants' written consent as documented by a signed information release form. VENDOR shall notify department in writing if any legal process requires disclosure of a Defendant's record and shall obtain written acknowledgement of same from DEPARTMENT'S Authorized Representative.
- 3.5 Termination at Will. Either party may terminate this AGREEMENT for any reason whatsoever, without cause and at any time, by furnishing to the other party thirty (30) days prior written notice. DEPARTMENTS only obligation for terminating this AGREEMENT pursuant to this section shall be the payment to VENDOR of Payments earned hereunder up to the date of termination. VENODOR'S only obligation for terminating this AGREEMENT pursuant to this section shall be to provide Services until the date of termination. Neither VENDOR nor DEPARTMENT shall thereafter be entitled to any other compensation.
- 3.6 Record Retention. All records shall be the property of DEPARTMENT. All records (electronic or paper) pertinent to the provisions of Services hereunder shall be retained by the VENDOR for a period of five years with the following

qualification: If any audit, litigation or claim is started before the expiration of the five-year period, the records shall be retained until all audits, litigation, claims, or other findings involving the records have been resolved. The retention period for all records begins after the DEPARTMENT has made the final Payment in accordance with this AGREEMENT. At the end of the five-year period, VENDOR will request disposition instructions form DEPARTMENT.

ARTICLE IV ADMINISTRATION AND FISCAL SYSTEM

- 4.1 Administrative Control. VENDOR shall establish, document and maintain adequate administrative, financial, and internal controls to ensure that only allowable and reasonable costs are expended under this AGREEMENT.
- 4.2 Governing Board Responsibility. The appropriate governing board or entity of VENDOR shall bear full responsibility for the integrity of the services provided, including compliance with applicable federal and state laws and regulations. Ignorance of any AGREEMENT provisions or other requirements contained herein shall not constitute a defense or basis for waiving or appealing such provisions or requirements.
- 4.3 Conflict of Interest. VENDOR shall not refer defendants for additional services without prior written approval of the DEPARTMENT. VENDOR shall develop and implement written internal policies that may be reviewed by the DEPARTMENT to ensure that members of the governing board, contractual personnel, consultants, volunteers, and employees do not use their positions with the VENDOR for a purpose that is, or gives the appearance of being, motivated by a desire for personal gain or gain by a family member.
- 4.4 Remuneration. Staff of VENDOR shall not pay or receive any commission, consideration, or benefit or any kind related to the referral of a Defendant for treatment or engage in fee-splitting with other professionals.
- 4.5 Audits. VENDOR agrees to furnish DEPARTMENT and/or TDCJ with such information as may be required relating to the Services rendered hereunder. VENDOR shall permit DEPARTMENT to audit and inspect records and reports and to evaluate the performance of Services at any time. VENDOR shall provide reasonable access to all the records, books, reports, and other necessary data and information needed to accomplish review of program activities, services, and expenditures, including cooperation with DEPARTMENT in its performance of random or routine audits to determine the accuracy of VENDOR reports.
- 4.6.1 Independent Audit. VENDORS whose total funding from DEPARTMENTS (CSCDs) statewide exceeds \$100,000 must provide an independent audit on the funds received for each fiscal year (September 1 - August 31). These audits must be submitted to TDCJ-CJAD by December 31 following the end of the fiscal year.

- 4.7 Disclosure. VENDOR is required to immediately or timely, as the case may be, disclose to DEPARTMENT and TDCJ-CJAD the following:
- (a) If any Person who is an employee or director of VENDOR is required to register as a lobbyist under Texas Government Code Chapter 305, at any time during the term hereof, VENDOR shall provide to DEPARTMENT and TDCJ-CJAD timely copies of all reports filed with the Texas Ethics Commission as required by Chapter 305;
 - (b) If any Person who is an employee, subcontractor, or director of VENDOR is or becomes an elected official (i.e., an elected or appointed state official or member of the judiciary, or a United States congressman or senator), during the term hereof,
 - (c) Report any actions or citations by federal, state, or local governmental agencies that may affect VENDOR'S licensure status or its ability to provide Services hereunder.
- 4.8 Withhold Payments. The DEPARTMENT may withhold Payments for any ineligible claims including inadequate or untimely monthly invoices until such time as the ineligible, inadequate or untimely claim is resubmitted and/or corrected by VENDOR. VENDOR agrees to return any unearned amounts paid by the DEPARTMENT within thirty (30) days following the final date of the contact period, or at the DEPARTMENT'S option, within thirty (30) days following the DEPARTMENT'S delivery to VENDOR a notice that amounts paid are to be returned to DEPARTMENT.
- 4.9 Payments to VENDOR. VENDOR shall submit Monthly Invoices (in writing or electronically) as required herein and shall receive Payments from DEPARTMENT based thereon, subject to the provisions in this AGREEMENT. VENDOR will provide an itemized list of Services performed during the invoice period, including the names of all Defendants served, the service provided, and the amount of time rendered with each. DEPARTMENT agrees to pay VENDOR within thirty (30) days after receipt of the Monthly Invoice (Exhibit B).
- 4.10 Specific Measures. All terms of this AGREEMENT are subject to monitoring and verification; however, the VENDOR must have available for the DEPARTMENT'S inspection records to support performance of those measures outlined in Article I herein.
- 4.11 Misspent Funds. The VENDOR will refund expenditures of the VENDOR that are contrary to this AGREEMENT and deemed inappropriate by the DEPARTMENT or designee.

ARTICLE V
DEFAULT AND TERMINATION

- 5.1 Default by VENDOR. Each of the following shall constitute an Event of Default on the part of VENDOR:
- a. A material failure to keep, observe, perform, meet, or comply with any covenant, term, or provision hereof, which failure continues for a period of twenty (20) days after receipt of VENDOR of written notification thereof;
 - b. (1) Admit in writing its inability to pay its debts; (2) make a general assignment for the benefit of creditors; (3) suffer a decree or order appointing a receiver or trustee for it or substantially all of its property, and, if entered without its consent, same is not stayed or discharged within sixty (60) days of such decree or order, (4) suffer filing under any law relating to bankruptcy, insolvency, or the reorganization for relief of debtors by or against it and, if contested by it, not to be dismissed or stayed within sixty (60) days of such filing; or (5) suffer any judgment, writ of attachment or execution, or any similar process issued or levied against a substantial part of its property that is not released, stayed, bonded, or vacated within sixty (60) days after such issuance or levy; and
 - c. The discovery by DEPARTMENT that any statement, representation of warranty in this AGREEMENT is false, misleading, or erroneous in any material respect.
- 5.2 Remedy of DEPARTMENT. Upon the occurrence of an Event of Default by VENDOR, DEPARTMENT shall notify VENDOR of such Event of Default, and subject to the time provisions of Section 5.1 hereof, DEPARTMENT shall have the right to pursue any remedy it may have at law or in equity, including, but not limited to, (a) suspend referral of Defendants; (b) suspend payment; (c) taking action to cure the Event of Default, in which case DEPARTMENT may offset against any Payments owed to VENDOR all reasonable costs incurred by DEPARTMENT in connection with its efforts to cure such Event of Default; and (d) termination and removal of VENDOR as provider of Services. In the event of VENDOR'S removal due to an Event of Default, DEPARTMENT shall have no further obligations to VENDOR after such removal and in such event, VENDOR agrees to cooperate with DEPARTMENT regarding a transition to new provider of Services.
- 5.3 Default by DEPARTMENT. The following shall constitute an Event of Default on the part of DEPARTMENT: failure by DEPARTMENT to pay within thirty (30) days after Payment is due any Payment required to be paid pursuant to the terms hereof, provided such failure to pay shall not constitute an Event of Default if the Comptroller of the State of Texas has withheld any payments pursuant to statutory authority.

- 5.4 Remedy of **VENDOR**. Upon an Event of Default by **DEPARTMENT**, **VENDOR'S** sole remedy shall be to terminate this **AGREEMENT**. Upon such termination, **VENDOR** shall be entitled to receive Payment from **DEPARTMENT** for all Services satisfactorily furnished hereunder up to and including the date of termination.
- 5.5 **AGREEMENT** Subject to Availability of Funds. This **AGREEMENT** will be subject to the availability of funds as appropriated by the State Legislature and as made available by the Community Justice Assistance Division of the Texas Department of Criminal Justice. If such funds become reduced or unavailable, this **AGREEMENT** shall be subject to immediate modification, reduction or termination.

ARTICLE VI INDEPENDENT CONTRACTOR

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

ARTICLE VII MISCELLANEOUS PROVISIONS

- 7.1 Inconsistencies. Where there exists any inconsistency between this **AGREEMENT** and other provisions of collateral contractual Agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.
- 7.2 Severability. Each paragraph and provision hereof is severable from the entire **AGREEMENT** and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

- 7.3 Prohibition Against Assignment. There shall be no assignment or transfer of this AGREEMENT without the prior written consent of both parties.
- 7.4 Law of Texas. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in the county of the applicable judicial district in which this agreement was entered.
- 7.5 Notices. All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty-eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid.
- 7.6 Entire. This AGREEMENT incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written AGREEMENT. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless attached hereto and/or embodied herein.
- 7.7 Amendment. No changes to this AGREEMENT shall be made except upon written agreement of both parties.
- 7.8 Headings. The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.
- 7.9 Counterparts. This AGREEMENT may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.
- 7.10 Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

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

Executed in Winkler County, Texas by

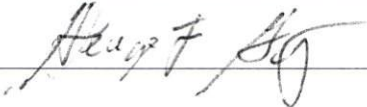
DEPARTMENT: Winkler County Community Supervision and Corrections Department

BY: _____

TITLE: County Judge

DATE: _____

VENDOR: ChoiceWorks Counseling

BY: 

TITLE: M.Ed., LPC

DATE : 8-13-20

Encl.
cc: Probation Dept file
Winkler County Auditor
CJAD

EXHIBIT A
(This page not used)

Exhibit B
Monthly Invoice Form

To be provided by Vendor

EXHIBIT C
Unallowable Costs

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

Alcoholic beverages;

Bad debts;

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

Cash payments to intended recipients of Services;

Equipment items exceeding, \$1,000 (CPU, Monitor and Keyboard are one unit) counted as a direct expense toward the program. Such items may be charged to the program only through an approved depreciation methodology.

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

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

Fines and Penalties;

Firearm, Firearm Components, and Ammunition;

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

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

Lobbying;

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

Tobacco Products.

(2894)



Boyce Equipment & Parts Co., Inc.

2893 S. American Way
Ogden, UT 84401

Invoice

Date	Invoice #
8/18/2020	1013683

Phone #	Fax #	Web Site
801-393-0007	801-392-4746	www.boyceequipment.com

Bill To	Ship To
Winkler County 100 S. Winkler St. Kermit, TX 79745 bbarron@co.winkler.tx.us	Winkler County 401 N Pyote Wink, TX 79789 432-924-2413

P.O. Number	Terms	Rep	Ship Date	Via	Payment
WVFD	Net 30	BLH	8/18/2020	Estes	Charge

Qty.Ord	Qty.Ship	B/O	Item	Description	Price Each	Amount
2	2		Misc. Parts	NOS 1400R20 Michelin XZL tires	800.00	1,600.00
1	1		Misc. Parts	265/85R20 Michelin XZL	700.00	700.00
2	2		Misc. Parts	395/85R20 Michelin XZL	700.00	1,400.00
			Shipping/Freight	Tracking/PRO #:225-1230811	252.00	252.00

WVFD Military Trucks

RECEIVED
AUG 18 2020
AUDITOR'S OFFICE

Agenda 8/24/2020

102190900

Total	\$3,952.00
Payments/Credit	\$0.00
Balance Due	\$3,952.00

Returns:

a. authorization must be obtained prior to returning any merchandise. A return goods invoice or return goods sales receipt number will be given to you upon arrival. This number must appear clearly on the outside of the package you are returning.

b. Merchandise being returned must come back freight prepaid, in original package, and with a copy of the original invoice or receipt.

Please Note: If this procedure is not followed, NO credit, NO refund, NO exchange will be allowed. All returns must be made within 30 days of purchase Date.

2111

CITY OF KERMIT

INVOICE

BILL TO
Winkler County Auditor
P.O. Drawer 0
Kermit, Texas 79745

REMIT TO
City of Kermit
110 S Tornillo
Kermit, Texas 79745

Invoice # 0003

Invoice Date 08/18/2020

Customer ID

TESRS MEMBER RECONCILIATION REPORT QUARTER ENDING: FEBRUARY 29, 2020

QTY	ITEM	UNITS	DESCRIPTION	UNIT PRICE	TOTAL
			KVFD TESRA PENSION		\$9,100.00
			CITY TESRS PENSION CONTRIBUTIONS	CITY SHARE OF COST	\$4,550.00
			COUNTY TESRS PENSION CONTRIBUTIONS	COUNTY SHARE OF COST ✓	\$4,550.00 ✓

KVFD Retirement

QUARTERLY BILLING HAS CHANGED TO SEMI-ANNUAL BILLING CYCLE EFFECTIVE SEPTEMBER 1, 2017.

CITY AND COUNTY ARE BOTH IN AGREEMENT TO DIVIDE BILL IN HALF AND PAY TESRS MEMBER RECONCILIATION REPORT (MMR) FOR KERMIT VOLUNTEER FIRE DEPT AS OF AUGUST 2019.

Subtotal \$4,550.00 ✓

Tax

Shipping

Miscellaneous

102181180

PLEASE RETURN THE PORTION BELOW WITH YOUR PAYMENT

Agenda 8/24/2020

BALANCE DUE \$4,550.00

REMITTANCE

Invoice # 0003
Customer ID WINKLER COUNTY AUDITOR
Date
Amount Enclosed

RECEIVED

AUG 18 2020

AUDITOR'S OFFICE

110 S. Tornillo
Kermit, Texas 79745

PHONE (432)586-3460
FAX (432)586-2220
E-MAIL city.sec@cityofkermit.net
2019/August

204



Election Systems & Software, LLC
6055 Paysphere Circle
Chicago, IL 60674
(877) 377-8683



INVOICE NO.	PAGE
1149955	1
INVOICE DATE	
08/07/20	

BILL TO: WINKLER COUNTY, TEXAS
PO BOX 1007
KERMIT TX 79745-1007

SHIP TO: Winkler County, Texas
Winkler County Courthouse
100 E Winkler
Kermit, TX 79745

ACCOUNT NO.	CUSTOMER P.O. NUMBER	TERMS	ORDER NO.	SALÉS REP.	SHIP VIA
W35441	HMA/FMA 2020-2021	NET 90 DAY	1237746	2861	ES&S DEL
QTY. ORDERED	DESCRIPTION	UNIT PRICE	UOM	DISC. %	EXTENDED PRICE

Coverage Date 11/01/20-10/31/21
Election Ref: NA

10.00	Firmware License-AutoMARK Renewal License Fee	36.750000 EA			367.50
1.00	Firmware License-M650 Renewal License Fee	310.000000 EA			310.00
10.00	Hardware Maint-AutoMARK SILV Ongoing Maintenance Fee	192.500000 EA			1,925.00
1.00	Hardware Maint-M650 Gold Ongoing Maintenance Fee	2600.000000 EA			2,600.00

RECEIVED

2020 8 20

10402/860

AUDITOR'S OFFICE

Jim Greene Agenda 8/24/2020

0	USD	.00
		.00
		.00
	FREIGHT DISCOUNT	.00
	SHIPPING & HANDLING	.00
	TOTAL	5,202.50
		USD

INVOICE NO.	ACCOUNT NO.	AMOUNT
1149955	W35441	5,202.50 USD

Election Systems & Software
ABA Routing No: 071000039
Account No: 5800923558

TX TX2

PLEASE DETACH AND RETURN THIS STUB WITH YOUR PAYMENT. THANK YOU.

321

DON WISE

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



Invoice

Date	Invoice No.
08/11/20	9976

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

Ship To
Winkler County, Texas County Barn Kermit, TX

P.O. Number	Terms	Rep	Ship Date	Ship Via	F.O.B.	Ordered by
none given	Net 10th	DLW	08/11/20	our truck	destination	Billy Stevens

TICKET #	Quantity	Description	Price Each	Amount
14684	24.3	premix--ton Stock	108.17	2,628.53
		103160760		
		Agenda 8/24/2020		

RECEIVED
AUDITOR'S OFFICE

OUR CUSTOMERS ARE SIMPLY THE BEST PEOPLE BUT YOU KNEW THAT!!!!!!!!!!!!	Total	\$2,628.53
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321

DON WISE

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



Invoice

Date	Invoice No.
08/12/20	9980

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

Ship To
Winkler County, Texas County Barn Kermit, TX

P.O. Number	Terms	Rep	Ship Date	Ship Via	F.O.B.	Ordered by
none given	Net 10th	DLW	08/12/20	our truck	destination	Billy Stevens

TICKET #	Quantity	Description	Price Each	Amount
14688	24.73	premix--ton <i>Stack</i>	108.17	2,675.04

1031607100
Agenda 8/24/2020

RECEIVED
3-13-20
AUDITOR'S OFFICE

OUR CUSTOMERS ARE SIMPLY THE BEST PEOPLE BUT YOU KNEW THAT!!!!!!!!!!!!	Total	\$2,675.04
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**THE STATE OF TEXAS
COUNTY OF LUBBOCK**



**LUBBOCK COUNTY JUVENILE JUSTICE CENTER
CONTRACT AND AGREEMENT FOR DETENTION AND
RESIDENTIAL PLACEMENT**

This contract is between the **COUNTY OF LUBBOCK, TEXAS**, hereinafter referred to as **LUBBOCK COUNTY**, acting through its duly authorized representatives, the Lubbock County Commissioners Court, Curtis Parrish, Lubbock County Judge, presiding, **WINKLER COUNTY JUVENILE PROBATION** hereinafter referred to as **CONTRACTING COUNTY**, acting through its duly authorized representatives regarding the Lubbock County Juvenile Justice Facility.

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

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

I – Duration & Termination

- A. 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
- B. **.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.**
1. **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.
 2. **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.
 3. **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.
 4. **Negotiation Prior to Termination:** If a party gives notice of its intent to terminate this Contract, the **CONTRACTING COUNTY** and **LCJJC** will attempt to resolve any issues related to the anticipated termination in good faith during the notice period. During this time, **LCJJC** will continue to have the responsibility to provide services to program participants and the **CONTRACTING COUNTY** will continue to have the responsibility to pay for the services in the manner specified in this Contract.
 5. **Effect of Termination:** Except as expressly provided herein, upon termination of this Contract, the **CONTRACTING COUNTY** and **LCJJC** 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, which are limited to recovery of amount owed but unpaid by the Contracting County on the date of termination.

6. **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.
7. **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.

II- Venue

Governing Law and Venue: The validity of this Contract and of 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 Lubbock, Lubbock County, Texas, unless otherwise agreed upon in writing by the **CONTRACTING COUNTY** and **LUBBOCK COUNTY**.

III-Obligations, Rates & Funding

- A. **LCJJC** will provide program components, room, board, supervision, and care (24) twenty-four hours per day. At a minimum, program components will include educational programs, counseling programs, and process groups. Additional programs provided for the long-term residential program include, but are not limited to, Why Try? Program Model, anger management, life skills, individual counseling, group counseling, family counseling, substance abuse prevention education, and AIDS awareness.
- B. **LCJJC** will identify specific goals and outputs for each long term resident, and document measurable outcomes related to program objectives as outlined in Title 1 Texas Administrative Code, Section 351.13, and any goals, outputs, and measurable goals based on the Texas Health and Human Services Commission Substitute Care Provider Outcome standards. These goals and outputs will be incorporated into an Individualized Program Plan (IPP) for each child in the residential program. The IPP will address the nine domain areas of medical, safety and security, recreational, educational, mental/behavioral health, relationship, socialization, permanence, and parent/child relationship, as specified in the substitute care provider standards. The IPP will be developed and signed by all required parties within thirty calendar days after the placement of the child in the program. The IPP will be reviewed and updated every ninety (90) calendar days, or more frequently as circumstances or need requires. **LCJJC** will provide the **CONTRACTING COUNTY** with progress reports every thirty (30) days, or more frequently as the need arises, for children placed in the residential program. These reports will be based on treatment, academic, and behavior progress.
- C. The **CONTRACTING COUNTY** agrees to pay the facility the daily rate of **\$100.00 per day** for each day a juvenile is in the **detention program**, and the daily rate of **\$110.00 per day** for each day a juvenile is in the **“Post-Adjudication General Offender Treatment Program”**, and the daily rate of **\$125.00 per day** for the **“Specialized Care: Sex Offender Treatment Program”**. **LCJJC** 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 **LCJJC**.
- D. The **CONTRACTING COUNTY** shall receive a detailed statement by the 10th of each month when it has placed a child in the facility. Payment for bed space is due within 10 working days of receiving the detailed statement. Payments should be directed to:

Lubbock County Juvenile Justice Center
P.O. Box 10536
Lubbock, Texas 79408
Attn: Accounts Payable

- E.** If emergency examination, treatment, 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 representative 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 the transfer. The **CONTRACTING COUNTY** further agrees to reimburse **LCJJC** for all medical expenses necessary for the health, safety, and welfare of the **CONTRACTING COUNTY's** juvenile. Notwithstanding the foregoing, if the examination, treatment or hospitalization is based on an injury or illness suffered as a result of **LCJJC** or its employees negligence – such shall be the sole expense of **LCJJC**.
- F.** **LCJJC** understands that funds for payment have been provided through the **CONTRACTING COUNTY's** budget approval process, for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure 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 **CONTRACTING COUNTY's** current fiscal year shall be subject to budget approval.
- G.** Under Section 231.006 of the Family Code, **LCJJC** 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. **LCJJC** and **LUBBOCK COUNTY** maintain a relationship of good standing with the Texas Comptroller of Public Accounts. **LCJJC** and **LUBBOCK COUNTY** use and employ Generally Accepted Accounting Principles (**GAAP**). **LCJJC** and **LUBBOCK COUNTY** are audited by an outside, independent authority at least annually, and must comply with periodic financial reporting procedures.
- H.** **LCJJC** 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.
- I.** **LCJJC** understands that funds for payment have been provided through the **CONTRACTING COUNTY's** budget approval process, for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure 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 **CONTRACTING COUNTY's** current fiscal year shall be subject to budget approval.

IV-Admission & Dismissal

- A.** Each juvenile placed in the facility by the **CONTRACTING COUNTY** shall be placed therein under proper order of the Juvenile Court. At a minimum, the order shall require each juvenile

to follow the rules and regulations of conduct as fixed and determined by the Facility Administrator and the staff of the facility. The **CONTRACTING COUNTY** must remove the juvenile before the expiration of the order. The **CONTRACTING COUNTY** agrees and understands that all Texas Juvenile Justice Department required documents for admission to a detention center or residential program will be submitted to **LCJJC** at, or prior to the time of placement. **LCJJC** retains the right and responsibility to refuse the admission of any juvenile from the **CONTRACTING COUNTY** if said documents are not provided by the time of admission, and retains the option to require **CONTRACTING COUNTY** to provide pre-placement packets on children being considered for placement in the residential program, three working days before placement.

- B. If a juvenile from the **CONTRACTING COUNTY** is accepted by the Facility and such juvenile thereafter is found, in the sole judgment 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**, the **CONTRACTING COUNTY** shall remove or cause to be removed such juvenile from the facility within five (5) business days.
- C. Acceptance of the juvenile into the detention facility will be determined by space availability. In the event overcrowding exists in the detention facility, **LCJJC** retains the right to require the **CONTRACTING COUNTY** to remove the juvenile(s) based on the order of admissions.

V-Conduct

- A. **LCJJC** 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. **LCJJC** 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 **LCJJC** will disclose to **CONTRACTING COUNTIES** any pending or initiated criminal or governmental investigations, and results/findings related to the facility. **LCJJC** and the **CONTRACTING COUNTY** both acknowledge and understand providing placement to juveniles involved in criminal justice proceedings, subjects the personal and professional conduct of employees of both entities to a higher level of scrutiny that it would otherwise in a private setting. Both **LCJJC** and **CONTRACTING COUNTY** understand that any personal or professional conduct of employees of either party that reflects poorly on the credibility or professional opinion of any employee or **LCJJC** staff member may be required to be disclosed to the Court handling the juvenile's case and/or attorneys or prosecutors involved in legal proceedings.

VI-Prison Rape Elimination Act

- A. **CONTRACTING COUNTY** and **LCJJC** 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, The Administrator of **LCJJC** 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 §115.387(e) and (f)]
- C. All agencies contracting with **LUBBOCK COUNTY** for placements of residents have the right to monitor the facility to ensure compliance with PREA standards.

VII-Records

- A. **LCJJC** maintains all applicable records for a minimum of seven (7) years, or until any pending audits and all questions arising thereof have been resolved.
- B. 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 the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. The **CONTRACTING COUNTY** and **LCJJC** 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.

VIII-Israel Statement

LUBBOCK COUNTY, LCJJC and **CONTRACTING COUNTY** verifies that it does not boycott Israel and will not boycott Israel during the term of this agreement. The term "boycott Israel" is as defined by the Texas Government Code Section 808.001, effective September 1, 2017

IX - Amendments

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

X - Miscellaneous

- A. **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 **LUBBOCK COUNTY** to **CONTRACTING COUNTY** and contains all of 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.

XI - Notices

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 representative at the address shown below:

CONTRACTOR:
Christi Gonzales, Chief Juvenile Probation Officer
401 S. Pine
PO BOX 822
Kermit, Texas 79745

With a Copy To:
Judge Charles Wolf
100 East Winkler, First Floor Courthouse
Kermit, Texas 79745

CONTRACTING COUNTY:

**JUDGE CHARLES M. WOLF, WINKER
COUNTY JUDGE**

DATE: _____

LUBBOCK COUNTY JUVENILE BOARD

Ruben Reyes, Juvenile Board Chairman
District Judge

Date: _____

Juvenile Board Approved 7/10/2020
Commissioners Court Approved: 7/27/2020

LUBBOCK COUNTY:
Curtis Parrish
County Judge
PO Box 10536
Lubbock, Texas 79408

With a copy to:
William A. Carter, II, Director
Lubbock Co. Juvenile Justice Center
PO Box 10536
Lubbock, Texas 79408

LUBBOCK COUNTY:

Curtis Parrish
County Judge

DATE: _____

APPROVED AS TO CONTENT:

William A. Carter, II
Chief Juvenile Probation Officer/Director
Lubbock County Juvenile Justice Center

REVIEWED FOR FORM ONLY:

Marlise Boyles
Civil Division (Lubbock County)
Criminal District Attorney's Office

**STATE OF TEXAS
COUNTY OF TOM GREEN**

Contract for Detention Services

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

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

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

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

**ARTICLE I
PURPOSE**

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

**ARTICLE II
TERM**

- 2.01 The term of this Agreement will commence on **September 1, 2020** and end on **August 31, 2021**.

**ARTICLE III
PROVISION OF SERVICES**

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

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

ARTICLE IV
COMPENSATION

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

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

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

ARTICLE V TERMS OF STAY

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

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

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

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

ARTICLE VI
EVALUATION CRITERIA

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

ARTICLE VII
ACCOUNTING, REPORTING, & AUDITING

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

ARTICLE VIII
REPRESENTATIONS

- 8.01 Authority to Contract. Tom Green County states that it has all necessary right, title, license and authority to enter into this Agreement.
- 8.02 Qualified to do Business. Tom Green County states that it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Tom Green, or any political subdivision thereof.
- 8.03 State Comptroller. Tom Green County states that it maintains good standing with the State Comptroller of Public Accounts and is not on vendor hold status.
- 8.04 Licensed. Tom Green County states that it holds all necessary licenses and staff certifications to provide the type(s) of services being provided for under this Agreement.
- 8.05 Legal Compliance. Tom Green County will adhere to all federal, state, county and city laws, ordinances, regulations, and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Agreement.
- 8.06 Assignment. Tom Green County will not assign or subcontract any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of Contract County.
- 8.07 Notice of Suit. Tom Green County will notify Contract County within five (5) days of receiving notice if any of Tom Green County's employees, volunteers, and other individuals acting under the auspices of Tom Green County is named as a party in a civil lawsuit or criminal proceeding if the lawsuit relates to services provided under this Agreement.
- 8.08 Health & Safety of Youth. Tom Green County will ensure that all of its programs, services, and facilities provide adequate health and safety protections, procedures, and policies for all youth being serviced.
- 8.09 TJJD Guidelines. The Tom Green County Juvenile Justice Center will be operated in accordance with standards promulgated by the Texas Juvenile Justice Department.
- 8.10 Confidentiality. Tom Green County will maintain strict confidentiality of all information and records relating to all children under the supervision of Contract County and will not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.
- 8.11 Judicial Proceedings or Hearings. Tom Green County will cooperate with and testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter Contract County considers necessary for the investigation of abuse, neglect or exploitation allegations, complaints, financial and programmatic audits or any other matter under its authority. Compliance with this provision is not intended as, nor does it constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.

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

ARTICLE IX
LAW & VENUE

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

ARTICLE X
EQUAL OPPORTUNITY

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

ARTICLE XI
PREA & DUTY TO REPORT

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

ARTICLE XII
SANCTIONS & PENALTIES

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

ARTICLE XIII
DEFAULT

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

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

ARTICLE XIV
TERMINATION

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

ARTICLE XV
EXECUTION

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

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

TOM GREEN COUNTY

WINKLER COUNTY

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

CHARLES M. WOLF,
County Judge
Winkler County

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



August 10, 2020

Winkler County Pavilion

Attn: Mrs. Williams

Subject: Winkler County Pavilion

Dear Mrs. Williams

Our quoted price to install a Main Trunk Line and Replace Runs to Lights is not to exceed \$6,800.00

- Price includes
- Running conduit from Main Building back to Pavilion
- Run Rigid Conduit up lights and install junction boxes.
- Run conduit to each light around pavilion.
- Re Run conduit that fed the preexisting lights by volley ball field that were not properly ran and have Romex cable.
- Installing a new Circuit breaker that will distribute power evenly to all circuits which will include the pavilion fans and LED lights and separate the circuit form the fans and the receptacle that are tied in together.
- Check operation of lights.

Any and all changes will be agreed on and billed at time and material upon completion. If you have any questions or concerns please call the office at (432) 586-2518

Thank you,

Reyes Gonzales III



Since 1953
"Service is Our Business"



Remit To:
P.O. Box 2010
Lubbock, TX 79408



*** Customer Review ***
Date / Time: 8/6/2020 11:41:59AM
Repair Order: 4340
Customer: 4
Branch: LUB
Invoice Total: \$18,008.00
Cash
Page 2 of 2

Bill To: WINKLER COUNTY
PO BOX DRAWER O
KERMIT, TX 79745
Shop: 432-586-3161

Ship To: WINKLER COUNTY
PO BOX DRAWER O
KERMIT, TX 79745

Customer P/O: jandrew

Completion Date:

A1/Tail Gate Spreader

Totals	
Total Parts:	\$12,170.64
Total Core Chg:	\$0.00
Total Core Ret:	\$0.00
Total EHC:	\$0.00
Total Labor:	\$5,307.00
Total Miscellaneous:	\$530.36
Invoice Subtotal:	\$18,008.00
Total Tax:	\$0.00
Invoiced Total:	\$18,008.00

102300801

Payment Method
Cash

SHOP: I hereby authorize the above repair work to be done along with the necessary parts and materials. An express mechanic lien is hereby acknowledged on above equipment to secure the amount hereof.

NOTICE: We are not responsible for loss or damage to tractors or trailers nor the articles left in the same. In case of fire, theft, accident or any other cause beyond our control. This contract is performable and all payments due and payable at Amarillo, Potter County, Texas. A service charge will be charged on past due accounts. Subject to all applicable taxes.

PARTS: ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL

!!!!!! ALL WHEEL FASTENERS MUST BE RE-TORQUED AT 150 MILES FOR SAFETY REASONS !!!!!

ALL OTHER FASTENERS MUST BE RE-TORQUED AT 3,000 MILES FOR WARRANTY CONSIDERATION

CUSTOMER'S SIGNATURE

RECEIVED

AUG 16 2020

AUDITOR'S OFFICE

Agenda 8/24/2020



Since 1953
"Service is Our Business"



Remit To:
P.O. Box 2010
Lubbock, TX 79408



*** Customer Review ***
Date / Time: 8/6/2020 11:41:59AM
Repair Order: 4340
Customer: 4
Branch: LUB
Invoice Total: \$18,008.00
Cash
Page 1 of 2

Bill To: WINKLER COUNTY
PO BOX DRAWER O
KERMIT, TX 79745
Shop: 432-586-3161

Ship To: WINKLER COUNTY
PO BOX DRAWER O
KERMIT, TX 79745

Customer P/O: jandrew	Completion Date:
Unit Number: GM010843	Model Year: 2016
Type: TRUCK	VIN: 1M2AX32C0GM010843
	Make/Model: MACK DUMPTRUCK
	Meter: 1 Miles

Task: 1 ACCESSORIES FURNISH & INSTALL ACCESSORIES Department: Service
Complaint: PER BID

FURNISH & INSTALL
(1) SWENSON STCC CROSS CONVEYOR UNDER TAIL GATE SPREADER
14" WIDE HIGH TEMP BELT OVER CHAIN
HIGH TEMP BELT SEALERS PREVENT BUILD UP
HINGED 7GA. TOP COVER W/ 2 POSITION CAPTIVE LATCHED
DUAL 11"X14" MANUAL ADJUSTABLE FEED GATES
102" TROUGH FITS STANDARD WIDTH DUMP BODIES
24" EXTENSION HELPS POSITION MATERIAL OUTSIDE OF TRUCK TIRE PATH
INCLUDES STABILIZER KIT W/ MOUNTING HARDWARE TO KEEP UNIT PARALLET TO ROAD
PAINTED SWENSON ORANGE
CARBON STEEL
(1) LIGHT KIT (CONVEYOR BLOCKS FRAME MOUNTED S/T/T, ID LIGHTS)
(1) FOLDING STORAGE LEGS (ADJUSTABLE PERMANT MOUNT)
MISC HOSES & FITTINGS
LABOR TO INSTALL SPREADER ON REAR OF DUMP TRUCK
PLUMB EXISTING HYD. DUMP PUMP TO REAR OF TRUCK W/ MANUAL SELECTOR VALVE AND QUICK DISCONNECTS
FOR SPREADER ELECTRIC SOCKET WIRE TO REAR FOR LIGHT BAR
****SPREADER CHUTE MAY HAVE TO BE MODIFIED OR REMOVED****

Parts Quote: 12,170.64

RECEIVED
AUG 16 2020
AUDITOR'S OFFICE

37



SEVENTH ADMINISTRATIVE JUDICIAL REGION OF TEXAS

DEAN RUCKER, PRESIDING JUDGE

MIDLAND COUNTY COURTHOUSE
500 NORTH LORAIN STREET, SUITE 502
MIDLAND, TEXAS 79701

JoAnn Gonzalez
Administrative Assistant

Telephone: 432.688.4370
Facsimile: 432.688.4933

August 3, 2020

Ms. Jeanna Willhelm
Winkler County Auditor
Winkler County Courthouse
Post Office Drawer 0
Kermit, Texas 79745-0000

RE: Assessment for FY 2020-2021

Dear Ms. Willhelm:

Pursuant to Section 74.043 of the Texas Government Code, assessment is being made for the administrative expenses of the Seventh Administrative Judicial Region of the State of Texas for the Region's fiscal year that begins September 1. The law provides that the counties within the administrative region shall pay the assessment from the general fund of those counties.

Winkler County's assessment for the period September 1, 2020 through August 31, 2021 is \$1,195.89. Please make your check payable to the Seventh Administrative Judicial Region of Texas and direct your payment to the address reflected on the letterhead. I am enclosing a copy of the Order of Assessment that I have signed.

Thank you for your attention in this matter. If you have any questions, please feel free to call me.

102300041
Yours very truly,

Dean Rucker

Enclosure

cc: Honorable John L. Pool

RECEIVED

AUG 12 2020

AUDITOR'S OFFICE

Agenda 8/24/2020

THE STATE OF TEXAS

§ SEVENTH ADMINISTRATIVE

COUNTY OF MIDLAND

§ JUDICIAL REGION OF TEXAS

ORDER OF ASSESSMENT

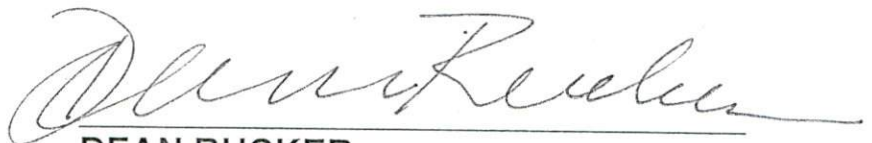
On this date, pursuant to the provisions of Sections 74.043 and 74.051, Texas Government Code, the undersigned Presiding Judge considered the assessment of counties within the Seventh Administrative Judicial Region of Texas for the fiscal year commencing September 1, 2020 and ending August 31, 2021.

Pursuant to the provisions of Section 74.051, Texas Government Code, the salary of the Presiding Judge of the Administrative Region shall be paid proportionally by the counties within the Region. Pursuant to Section 74.043, Texas Government Code, provision is made for the payment of all other expenses of the Administrative Region.

It has been determined that an assessment in the sum of \$138,000.00 is necessary to comply with the foregoing provisions of the Texas Government Code.

IT IS ORDERED that the counties comprising the Seventh Administrative Judicial Region of Texas be assessed the total sum of \$138,000.00 for the operation of the Region for the fiscal year commencing September 1, 2020 and ending August 31, 2021. The assessment shall be paid from the general fund of each county within the Region proportionally to the population of each county and on certificates of approval of the Presiding Judge.

SIGNED at Midland, Texas on August 3, 2020.



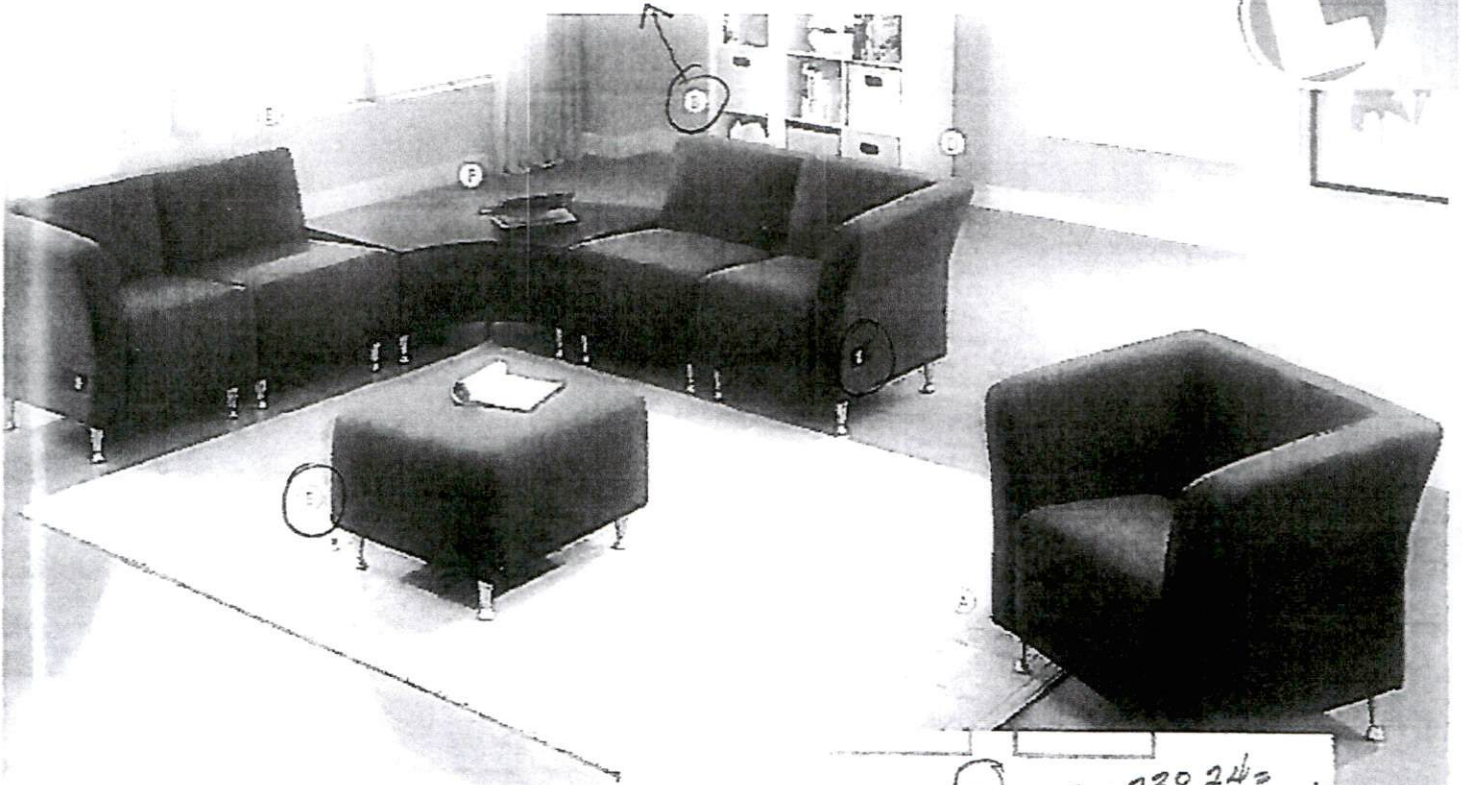
DEAN RUCKER

Presiding Judge

Seventh Administrative Judicial Region

9 per e 322.12 @ = \$2899.08

RECEPTION - LOUNGE

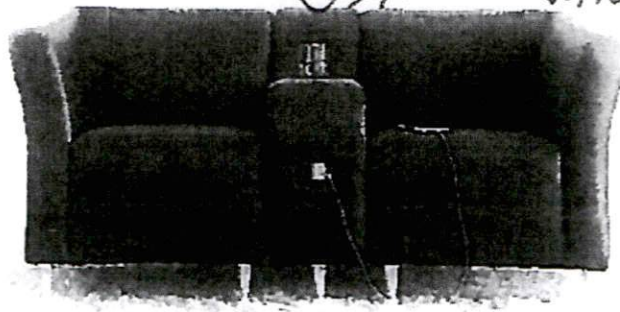


2 @ 238.24 = \$476.48



Fuze Modular Lounge Series

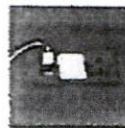
- Multiple configurations ideal for impromptu collaboration, reception and lounge areas
- Square left and right lounge chairs feature a power outlet on the side. Wifi plug and two USB ports
- Lounge adder arm features cup holder and power outlet with USB ports in front
- All units feature brushed aluminum leg
- Connector unit has a mahogany laminate top with power outlet
- Covered by Lorell Limited 5-Year Warranty



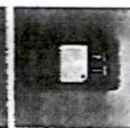
Black Leather



Industrial Brown



Power Outlet on Laminate Surface



Power Outlet on Fabric Surface

Handwritten signatures and notes

Description	Product No: Black Leather	Product No: Industrial Brown	Size	LIST PRICE
1 Square Lounge Chair	LLR 06916	LLR 06910	32"W x 28"D x 37"H	699.00 EA
2 Armless Lounge Chair	LLR 06917	LLR 06911	24"W x 27"D x 29"H	499.00 EA
1 Lounge Chair, Right	LLR 06918	LLR 06912	26"W x 29"D x 29"H	619.00 EA
1 Lounge Chair, Left	LLR 06919	LLR 06913	26"W x 29"D x 29"H	619.00 EA
2 Benches	LLR 06920	LLR 06914	27"W x 23"D x 19"H	375.00 EA
1 Connector	LLR 06921	LLR 06915	57"W x 29"D x 18"H	949.00 EA
1 Lounge Adder Arm	LLR 06923	LLR 06912	10"W x 28"D x 30"H	379.00 EA

Assembly needed. Please call for details.

SAF 24062C

4800-2218

B. Base For Round Tabletop

18" Diameter x 25" H. Supp. Wt. 23 lbs.
SAF 24062C

4800-2218

278-00-5A

Entourage Stack Chairs Use with new Entourage Tables. Constructed of one-piece, solid, molded resin. Curved back for comfort with contoured seat pan. Outdoor rated for UV. Stacks up to eight high. Limited Lifetime Warranty. Four Per Carton.

C. Stack Chairs

18 1/2" W x 21 1/2" D x 30" H, Supp. Wt. 16 lbs.
SAF 4352WH†

White

600-00-0F

HON

G. Skip Collaborative Chair Designed for dynamic, less formal workspaces to foster creativity between coworkers. Lightweight frame with integrated handle for easy rearranging. Firm, contoured back and rocker motion. Can be used indoor or outdoor. Backed by the HON Limited 5-Year Warranty.

23" W x 25 1/2" D x 31" H
HON SK05PNT†

Gray

LIST PRICE
798-00-5A

Chair Cushions
23" W x 17" D x 15" H
HON SK05CUSHNY
HON SK05CUSHLT

Navy
Slate

156-00-5A
166-00-5A

F. CoGo Indoor/Outdoor Steel Benches Sturdy steel bench with powder coat finish is UV and weather resistant. Complements CoGo outdoor chairs and tables. Limited Lifetime Warranty.

With Backrest
60" W x 25" D x 30" H, Supp. Wt. 92 lbs

SAF 4300BL†
SAF 4300WH†

Black
White

LIST PRICE
662-00-5A
662-00-5A

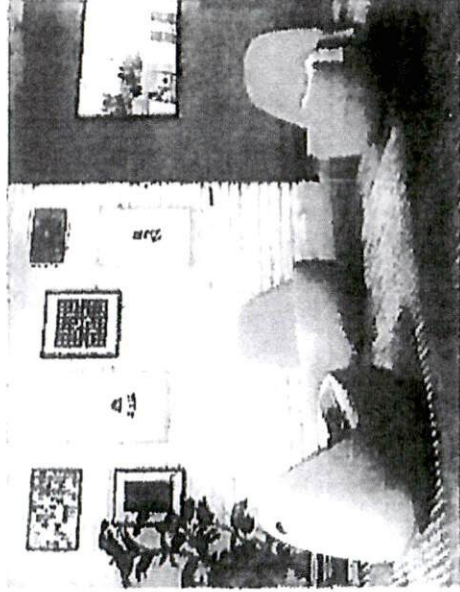
Without Backrest
60" W x 25" D x 17 1/2" H, Supp. Wt. 71 lbs.

SAF 4300BL†
SAF 4300WH†

Black
White

662-00-5A
662-00-5A

4) e 452.4M = \$1809.88



Always use handrails.
Please call for details.
† Cannot be shipped UPS
‡ Cannot be shipped UPS Air LA

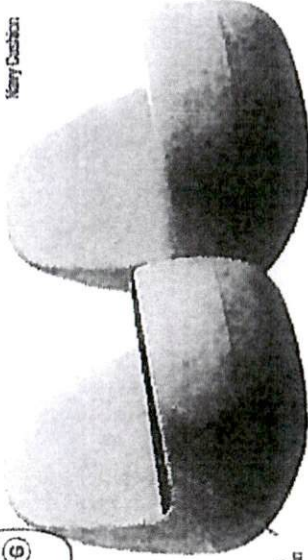
NEW!

5

HON
5 YEAR
Warranty



Navy Cushion



Shown with
Slate cushion

FIND MORE ONLINE



TEXAS DEPARTMENT OF TRANSPORTATION

COUNTY TRANSPORTATION INFRASTRUCTURE FUND GRANT PROGRAM - 2020 Program Call

LIST OF TRANSPORTATION INFRASTRUCTURE PROJECTS (Prioritized List)

COUNTY: Winkler
 Choose county from drop down menu

Make sure to prioritize your county's projects and put them in order of most importance to least importance. Total project cost will equal the total grant as reflected in the agreement (including engineering, right-of-way and utility costs, construction, inspection, etc., as applicable).

TxDOT District: Odessa

Economically Disadvantaged¹: No

Project Priority Number	PROJECT INFORMATION			EXISTING ROADWAY		IMPLEMENTATION SCHEDULE			ESTIMATE				FUNDING	
	Roadway Name or Designation	Project Limits	Scope / Type of Work	Type of Facility	Existing Surface	Competitive Bid or County Forces?	Proposed Begin Construction Date (Mo./Yr.)	Proposed End Construction Date (Mo./Yr.)	Engineering	ROW/Utilities	Construction	Estimated Total Project Cost	State Share ¹	County Share
EX.#1	CR 2	From Main Street to 2 miles East of Driller Drive	2" Overlay and spot base repair	2-lane Rural	Asphalt	Competitive Bid	09/2020	06/2021	\$ 50,000	\$ 20,000	\$ 1,680,000	\$ 1,750,000	\$ 1,400,000	\$ 350,000
EX.#2	CR 1041	From SH 37 to CR 2051	Add gravel and re-grade county road due to heavy truck use	2-lane Rural	Un-surfaced	County Forces	05/2020	07/2020	\$ -	\$ -	\$ 250,000	\$ 250,000	\$ 200,000	\$ 50,000

Your County's Prioritized Project List:

1	CR 201	FM 1232 to CR 205 - 4.1 mi	seal coat	2-lane rural	asphalt	County Forces	08/20	08/22	\$ 5,600	\$ -	\$ 344,400	\$ 350,000	\$ 280,000	\$ 70,000
2	CR 202	entire road -4.0 mi	seal coat	2-lane rural	asphalt	County Forces	08/20	08/22	\$ 5,333	\$ -	\$ 328,000	\$ 333,333	\$ 266,667	\$ 66,667
3	CR 211	entire road - 1.0 mi	seal coat	2-lane rural	asphalt	County Forces	08/20	08/22	\$ 667	\$ -	\$ 41,000	\$ 41,667	\$ 33,333	\$ 8,333
4	CR 528 (SE 6th St)	Hwy 115 to S Pyote Ave - 0.5 mi	seal coat	2-lane rural	asphalt	County Forces	08/20	08/22	\$ 333	\$ -	\$ 20,500	\$ 20,833	\$ 16,667	\$ 4,167
5	CR 206	entire road - 1.5 mi	seal coat	2-lane rural	asphalt	County Forces	08/20	08/22	\$ 1,200	\$ -	\$ 73,800	\$ 75,000	\$ 60,000	\$ 15,000
6	CR 205	entire road -1.8 mi	seal coat	2-lane rural	asphalt	County Forces	08/20	08/22	\$ 1,333	\$ -	\$ 82,000	\$ 83,333	\$ 66,667	\$ 16,667
7	CR 204	entire road - 1.0 mi	seal coat	2-lane rural	asphalt	County Forces	08/20	08/22	\$ 667	\$ -	\$ 41,000	\$ 41,667	\$ 33,333	\$ 8,333
8	CR 203	entire road - 2.0 mi	seal coat	2-lane rural	asphalt	County Forces	08/20	08/22	\$ 1,333	\$ -	\$ 82,000	\$ 83,333	\$ 66,667	\$ 16,667
9	CR 208	entire road - 3.0 mi	seal coat	2-lane rural	asphalt	County Forces	08/20	08/22	\$ 2,000	\$ -	\$ 123,000	\$ 125,000	\$ 100,000	\$ 25,000
10	CR 209	FM 1232 to CR 208 - 3.5 mi	seal coat	2-lane rural	asphalt	County Forces	08/20	08/22	\$ 2,333	\$ -	\$ 143,500	\$ 145,833	\$ 116,667	\$ 29,167
11	CR 210	entire road - 2.0 mi	seal coat	2-lane rural	asphalt	County Forces	08/20	08/22	\$ 1,333	\$ -	\$ 82,000	\$ 83,333	\$ 66,667	\$ 16,667
12	CR 207	Hwy 302 to CR 403 (entire) - 1.5 mi	seal coat	2-lane rural	asphalt	County Forces	08/20	08/22	\$ 1,200	\$ -	\$ 73,800	\$ 75,000	\$ 60,000	\$ 15,000
13	CR 105	entire road - 2.2 mi	rebuild -new pavement	2-lane rural	asphalt	County Forces	08/20	08/22	\$ 3,667	\$ -	\$ 225,500	\$ 229,167	\$ 183,333	\$ 45,833

¹If your county is an "economically disadvantaged county" as determined by Transportation Code 222.053, the State Share will be 90% of the allowable Total Project Cost. If your county is not "economically disadvantaged," the State Share will be 80%. Upon selection of county name from drop down list, economically disadvantaged status populates automatically. A list of economically disadvantaged counties can be found at <http://ftp.dot.state.tx.us/pub/txdot/tpd/ctif/2020/edc.pdf>.

Totals for Page 1	\$ 1,687,500	\$ 1,350,000	\$ 337,500
Totals from Page 2 (if applicable)	\$ 2,977,083	\$ 2,381,667	\$ 595,417
Totals from Page 3 (if applicable)	\$ -	\$ -	\$ -
GRAND TOTAL	\$ 4,664,583	\$ 3,731,667	\$ 932,917

Grant Award Amount (State Allocation) \$ 3,432,623
 Verify State Share equals Grant Award Amount \$ (299,044)

Submittal Date: _____

County Authorized Representative Signature: _____
 County Authorized Representative Name: _____

The state acknowledges and concurs with the information stated herein as of: _____

The State of Texas

By: _____
 Name: _____
 Title: _____



TEXAS DEPARTMENT OF TRANSPORTATION

PAGE 2

LIST OF TRANSPORTATION INFRASTRUCTURE PROJECTS (Prioritized List)

County: Winkler
 TxDOT District: Odessa
 Economically Disadvantaged: No
 Submittal Date: 1/0/1900

Project Priority Number	PROJECT INFORMATION			EXISTING ROADWAY		IMPLEMENTATION SCHEDULE			ESTIMATE				FUNDING	
	Roadway Name or Designation	Project Limits	Scope / Type of Work	Type of Facility	Existing Surface	Competitive Bid or County Forces?	Proposed Begin Construction Date (Mo./Yr.)	Proposed End Construction Date (Mo./Yr.)	Engineering	ROW/Utilities	Construction	Estimated Total Project Cost	State Share ¹	County Share
<i>Your County's Prioritized Project List (Page 2):</i>														
14	CR 102 (Country Club Rd)	entire road - 2.5 mi	seal coat	2-lane rural	asphalt	County Forces	08/20	08/22	\$ 1,667	\$ -	\$ 102,500	\$ 104,167	\$ 83,333	\$ 20,833
15	CR 101	entire road - 15.0 mi	seal coat; cattle guards(4)	2-lane rural	asphalt	County Forces	08/20	08/22	\$ 10,500	\$ -	\$ 645,750	\$ 656,250	\$ 525,000	\$ 131,250
16	CR 107	entire road - 7.0 mi	seal coat	2-lane rural	asphalt	County Forces	08/20	08/22	\$ 4,667	\$ -	\$ 287,000	\$ 291,667	\$ 233,333	\$ 58,333
17	CR 301	entire road - 4.0 mi	seal coat	2-lane rural	asphalt	County Forces	08/20	08/22	\$ 5,333	\$ -	\$ 328,000	\$ 333,333	\$ 266,667	\$ 66,667
18	CR 302	entire road - 3.5 mi	seal coat	2-lane rural	asphalt	County Forces	08/20	08/22	\$ 4,667	\$ -	\$ 287,000	\$ 291,667	\$ 233,333	\$ 58,333
19	CR 313	entire road - 3.5 mi	seal coat	2-lane rural	asphalt	County Forces	08/20	08/22	\$ 2,333	\$ -	\$ 143,500	\$ 145,833	\$ 116,667	\$ 29,167
20	CR 133	entire road - 3.5 mi	seal coat	2-lane rural	asphalt	County Forces	08/20	08/22	\$ 2,333	\$ -	\$ 143,500	\$ 145,833	\$ 116,667	\$ 29,167
21	CR 305	entire road - 1.0 mi	seal coat	2-lane rural	asphalt	County Forces	08/20	08/22	\$ 1,333	\$ -	\$ 82,000	\$ 83,333	\$ 66,667	\$ 16,667
22	CR 405 (Colt Dr)	entire road - 2.0 mi	seal coat	2-lane rural	asphalt	County Forces	08/20	08/22	\$ 1,333	\$ -	\$ 82,000	\$ 83,333	\$ 66,667	\$ 16,667
23	CR 306	entire road - 3.0 mi	seal coat	2-lane rural	asphalt	County Forces	08/20	08/22	\$ 2,000	\$ -	\$ 123,000	\$ 125,000	\$ 100,000	\$ 25,000
24	CR 307	entire road - 2.0 mi	seal coat	2-lane rural	asphalt	County Forces	08/20	08/22	\$ 1,333	\$ -	\$ 82,000	\$ 83,333	\$ 66,667	\$ 16,667
25	CR 401	Hwy 18 for 2 miles (end of pavement) - 2.0 mi	seal coat	2-lane rural	asphalt	County Forces	08/20	08/22	\$ 1,333	\$ -	\$ 82,000	\$ 83,333	\$ 66,667	\$ 16,667
26	CR 409 (CR 209)	from CR 210 SE for 3.0 mi	seal coat	2-lane rural	asphalt	County Forces	08/20	08/22	\$ 2,000	\$ -	\$ 123,000	\$ 125,000	\$ 100,000	\$ 25,000
27	CR 313	Hwy 313 north for 3 miles to dead end 3.5 mi	seal coat	2-lane rural	asphalt	County Forces	08/20	08/22	\$ 2,333	\$ -	\$ 143,500	\$ 145,833	\$ 116,667	\$ 29,167
28	CR 133	entire road - 3.5 mi	seal coat	2-lane rural	asphalt	County Forces	08/20	08/22	\$ 2,333	\$ -	\$ 143,500	\$ 145,833	\$ 116,667	\$ 29,167
29	CR 105	entire road - 2.0 mi	seal coat	2-lane rural	asphalt	County Forces	08/20	08/22	\$ 1,467	\$ -	\$ 90,200	\$ 91,667	\$ 73,333	\$ 18,333
30	CR 109	entire road - 1.0 mi	seal coat	2-lane rural	asphalt	County Forces	08/20	08/22	\$ 667	\$ -	\$ 41,000	\$ 41,667	\$ 33,333	\$ 8,333
31									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
32									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
33									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
34									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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52									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
53									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

TRANSPORTATION INFRASTRUCTURE FUND PROJECT DELIVERY SERVICES

THIS AGREEMENT, MADE THIS _____ DAY OF _____, 2020 BY AND BETWEEN WINKLER COUNTY, TEXAS, hereinafter referred to as the Client, and GRANTWORKS, INC., Austin, Texas, hereinafter referred to as the Consultant, procured in conformance with Texas Government Code Chapter 2254, Subchapter A, "Professional Services."

I. SCOPE OF BASIC SERVICES

Consultant agrees to render Client project delivery services for Client's County Transportation Infrastructure Fund (TIF) Grant Program CTIF_02_248 (the "Contract"), as administered by the Texas Department of Transportation (the "Department"), as described in the provisions titled, "Part III, Scope of Basic Services" and attached hereto and incorporated by reference herein (the "Services").

II. TIME OF PERFORMANCE

The time of services of Consultant shall commence no earlier than upon receipt by the Client of an executed Contract between the Client and the Department. In any event, Consultant shall use commercially reasonable efforts to perform all services required and performed hereunder until the project is administratively closed, as defined by Department.

III. COMPENSATION AND METHOD OF PAYMENT

For and in consideration of the foregoing, Client agrees to pay Consultant a base fee of One Hundred and Seventy-One Thousand and Six Hundred and Thirty-One Dollars and Sixteen Cents (\$171,631.16) in accordance with the following Fee Schedule.

<u>Tasks and Deliverables on a Project-Specific Basis</u>	<u>Aggregate Fee*</u>
Environmental Compliance Review, Report and Certification	\$34,326.23
Pre-Construction Services (Bid/Contract, Procurement, Equipment Rates)	\$17,163.12
Pre-Construction TIF Certification with related documentation (Form 2)	\$17,163.12
Construction Services (Force Account, Labor Standards)	\$42,907.79
TIF Billing Summaries/Invoices, Periodic TIF Certification (Form 1)	\$17,163.12
Track Project Budgets/Update List of Transportation Infrastructure Projects	\$17,163.12
Documentation of Design Standards & Criteria Conformance	\$8,581.56
Post-Construction TIF Certification with related documentation (Form 3)	\$17,163.12
Contract Amount	\$171,631.16

*The fee for each task will be prorated to each Project's share of the total budgeted construction costs.

IV. CHANGES AND AMENDMENTS

The Client may, from time to time, request changes in the scope of services of the consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, must be mutually agreed upon by and between the Client and the Consultant and shall be incorporated in written amendments to this Agreement. If a change is requested but the parties cannot agree on the specific terms of such change, the parties may mutually agree to terminate this Agreement. Absent such agreement to terminate, the Agreement will continue without the change.

V. ASSIGNABILITY

Neither party shall assign any interest in this Agreement or transfer any interest in the same, without the prior written consent of the other party, not to be unreasonably withheld, provided, however, that claims for money by the Consultant from the Client under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished reasonably promptly to the Client.

VI. RECORDS AND AUDITS

During the term of this Agreement, the Consultant shall assist the Client in maintaining fiscal records and supporting documentation for all expenditures of funds made under the Contract. Client shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.

VII. MISCELLANEOUS PROVISIONS

- A. Governing Law. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in the county in which Client's primary office is located.
- B. Binding Effect; No Third Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and permitted assigns. This Agreement does not, and is not intended to confer any rights or remedies to any person other than the parties to this Agreement.
- C. Severability. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- D. Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursement in addition to any other relief to which such party may be entitled.
- E. Provision of Information. It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined in this Agreement shall be furnished to the Consultant by the Client and its agencies. No charge will be made to Consultant for such information and the Client and its agencies will cooperate with Consultant in every way possible to facilitate the performance of the work described in this Agreement.
- F. Primary Contact. The Client's contact person with the Consultant shall be the County Judge.
- G. Waiver of Consequential Damages. Neither party will be liable to the other party or any other person or entity for any special, incidental, indirect, consequential, punitive or exemplary damages arising out of or relating to this Agreement, regardless of the form of action and whether or not such party has been informed of or otherwise might have anticipated the possibility of such damages.
- H. Limitation of Liability. Each party agrees that, regardless of the type, nature or number of causes of action or claims by the Client (including without limitation claims for indemnity under this Agreement) or any third party claiming by, through or under the Client, the maximum amount of damages, individually or in the aggregate, that either party will be liable for or can be required to pay to the other or any other claimant is the amount of fees to be paid to the Consultant by the Client under this Agreement. The parties agree that this limitation of damages is reasonable and acknowledge that but for this limitation, neither party would enter into this Agreement.
- I. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with regard to contemporaneous understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.
- J. Negotiated Terms. The parties agree that the terms and conditions of this Agreement are the result of negotiations between the parties and that this Agreement shall not be construed in favor of or against either party by reason of the extent to which such Party or its professional advisors participated in the preparation of this Agreement.
- K. Ownership of Work. The parties agree that the Consultant retains all ownership rights to forms, reports, and other documents produced in whole or in part under this Agreement until such documents are

completed as contemplated under this Agreement and placed in the official Contract record or submitted as final documents to the Client or the Department. Consultant shall retain all ownership rights to templates, internal tracking systems, and other documents produced by Consultant that have a common use applicable to multiple clients and are not produced specifically for the Client under this Agreement.

- L. Alternative Dispute Resolution. The parties hereto agree to resolve all disputes arising hereunder in accordance with this section. If a dispute arises out of or relates to this Agreement or any alleged breach hereof, the party desiring to resolve such dispute shall deliver a written notice of the dispute, including the specific claim in the dispute to the other party. Following the delivery of such notice, the parties involved in the dispute shall meet at least twice within the thirty (30) day period commencing with the date of the notice and in good faith shall attempt to resolve such dispute through negotiation. If any dispute is not resolved or settled by the parties as a result of such negotiation, the parties in good faith shall submit the dispute to non-binding mediation before a retired judge of a federal district court or Texas district court or a similarly qualified, mutually agreeable individual in Austin, Texas. The parties shall bear the costs of such mediation equally. If the dispute is not resolved through such mediation, either party may proceed to file suit.
- M. Force Majeure. A "Force Majeure Event" means any event or cause beyond a party's reasonable control (including without limitation, construction delays, fire, flood, rain, weather, casualty, explosions, damage by third parties whether negligently or intentionally caused, strikes, work stoppages, picketing, acts of God or other casualties, or the laws or actions of any governmental authority), as a result of which at any time a party is unable to perform any of its obligations under this Agreement. If a Force Majeure Event occurs during the term of this Agreement that prevents the Consultant from performing its obligations hereunder, the Consultant and the Client will in good faith mutually agree on one of the following alternatives: (1) extend the time for performance, or (2) terminate this Agreement and, as mutually agreed, cause the payment to Consultant of fees not yet paid for services performed prior to the occurrence of the Force Majeure Event or cause the refund to Client of fees previously paid for services that were not performed prior to the occurrence of the Force Majeure Event.

VIII. TERMS AND CONDITIONS

This Agreement is subject to the provisions titled "Part II Terms and Conditions" and "Part III Scope of Basic Services," which each are attached hereto and hereby are incorporated by reference.

IN WITNESSETH HEREOF, the Client and the Consultant have executed this Agreement as of the date indicated above.

GrantWorks, Inc.
2201 Northland Drive
Austin, TX 78756

Winkler County, Texas
100 E. Winkler Street
P.O. Drawer Y
Kermit, TX 79745

BY:



Bruce J. Spitzenger
President

BY:

Charles M. Wolf
County Judge

ATTEST:

BY:

Pam Greene, County Clerk

**AGREEMENT FOR PROJECT DELIVERY SERVICES (TXDOT)
PART II - TERMS AND CONDITIONS**

1. **PERSONNEL.** The Consultant represents it has or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Client. The Consultant may subcontract any of the work or services covered by this Agreement, provided that (a) any subcontracted work or services must be the subject of a written approval written contract or agreement, (b) the Consultant shall be responsible to Client for the acts or omissions of any such subcontractor, and (c) such subcontractors shall be subject to the requirements of the program.
2. **REPORTS AND INFORMATION.** The Consultant, at such times and in such forms as the Client may reasonably require, shall furnish the Client periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
3. **FINDINGS CONFIDENTIAL.** All of the reports, information, data, etc., prepared or assembled by the Consultant under this Agreement are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Client except where required by law or by court order.
4. **COMPLIANCE WITH LOCAL LAWS; INDEMNIFICATION.** Consultant shall comply with the requirements of all applicable laws, rules and regulations, and shall, indemnify, and hold harmless the Client from and against them, and shall indemnify and hold harmless the Client from and against liability for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws associated solely with Consultant's performance of the services required to be performed by Consultant under this Agreement.
5. **TERMINATION OF AGREEMENT FOR CAUSE.** If the Consultant shall fail to fulfill in a timely and proper manner his/her obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the Client shall provide written notice to Consultant reasonably specifying the failure or violation. If Consultant fails to cure such failure or violation within five (5) business days of receiving such notice or, if the failure or violation is incapable of cure within such time frame, to begin to take actions to cure such failure or violation and to diligently pursue them to completion, Client thereupon shall have the right to terminate this Agreement immediately by giving written notice to the Consultant. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
6. **TERMINATION OF AGREEMENT FOR CONVENIENCE.** Either the Client or the Consultant may terminate this Agreement at any time by providing at least ten (10) days' notice in writing to the other party to this Agreement. If the Agreement is terminated as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. In such event, all finished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement shall, at the option of the Client, become its property.
7. **INTEREST OF MEMBERS OF CLIENT.** Client agrees that no member of its governing body, no other public official of Client, and no other officer, employee, or agent of the Client who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement, and Client shall take appropriate steps to assure compliance with this requirement.
8. **INTEREST OF CONSULTANT AND EMPLOYEES.** The Consultant covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services

hereunder. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Consultant to perform services under this Agreement.

9. INSURANCE: During the term of this Agreement Consultant shall maintain at its own expense the required general liability and worker's compensation for personnel assigned to the project and automobile insurance for any vehicles used for the project in the amounts of:

Worker's Compensation – Statutory Amount
Employer's Liability - \$500,000.00

Commercial General Liability
Personal injury and property damage:
\$1,000,000.00 combined single limit each occurrence and
\$2,000,000.00 aggregate

Business Automobile Liability for all vehicles
Bodily Injury and property damage:
\$500,000.00 combined single limit any one accident

10. STATUTORY COMPLIANCE. During the term of this Agreement, the parties shall comply with all laws, regulations, and rules including the following:

A. CIVIL RIGHTS ACT OF 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

B. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Agreement, the Consultant agrees as follows:

- i. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Client setting forth the provisions of this non-discrimination clause.
- ii. The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- iii. The Consultant will cause the foregoing provisions in this Section 11 to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- iv. The Consultant will include the provisions i. through iii. in every subcontract or purchase order unless exempted.

C. UNIFORM GRANT MANAGEMENT STANDARDS. (UGMS) shall govern all work covered by this Agreement. State agencies are required to adhere to the UGMS when administering grants and other financial assistance agreements with cities, counties and other political subdivisions of the state. Section III. State Uniform Administrative Requirements for Grants and Cooperative

Agreements Subpart C - Post-Award Requirements - Financial Administration .20 Standards for financial management systems. [This section does not apply to procurement contracts.]

a. A state must expend and account for grant funds in accordance with state laws and procedures for expending and accounting for its own funds. Fiscal control and accounting procedures of the state, as well as its subgrantees, must be sufficient to—

1. Permit preparation of reports required by this part and the statutes authorizing the grant, and
2. Permit the tracing of funds to a level of expenditures adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable statutes.

D. COST PRINCIPALS FOR STATE, LOCAL, AND INDIAN TRIBAL GOVERNMENTS. OMB Circular A-87 applies to all work covered by this Agreement.

E. COUNTY TRANSPORTATION INFRASTRUCTURE FUND. Texas Administrative Code, Title 43, Part 1, Chapter 15, Subchapter O applies to all work covered by this Agreement as does all Implementation Guidance, Frequently Asked Questions, and related guidance provided by the Texas Department of Transportation from time to time.

AGREEMENT FOR PROJECT DELIVERY SERVICES PART III - SCOPE OF BASIC SERVICES

All tasks will be completed on a per-project basis for projects included in the County's List of Transportation Infrastructure Projects.

- Complete project environmental review and compliance activities (any archeological services are outside the scope of this agreement).
- Complete any necessary project acquisition activities in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and Texas Landowners Bill of Rights (Texas Government Code Sec. 402.031 and Chapter 21 of the Texas Property Code)
- Provide labor standards compliance for all contracted work in conformance with Texas Government Code Title 10, Chapter 2258 including on-site employee interviews, review of all contractor payrolls, wage determination, calculation of wage restitution, etc.
- Assist in procurement of construction services, materials, rental/lease equipment, professional design services, or other items needed to implement the TIF projects including bid documents, notices and contracts—may include multiple bids for contracted work for various projects
- Coordinate HUB program requirements
- Assist with documentation of any project-related force account (county crew and equipment) hours and costs—requires on-site meetings with county commissioners and staff, access to Rental Rate Blue Book for equipment
- Assist in compilation of data for county owned equipment used for each project.
- Review of all contractor or materials invoices for compliance with local financial reporting requirements
- Assist in preparing TIF Billing Summaries and Invoices for reimbursement requests and in determining whether costs are eligible for reimbursement
- Assist in preparing Certifications and back-up documents related to individual projects for signature by local officials
- Assist with quality assurance documentation for compliance with County Design Criteria and Specifications (photographs, measurements, records)—requires on-site visits during construction
- Provide reports for Commissioners Court regarding project status
- Coordinate with county financial officers and staff on project-specific cost accounting and tracking
- Assist in preparation of amendments to TxDOT Agreement and revisions to List of Transportation Infrastructure projects as needed
- Other project delivery services as may be required to implement the County's TIF grant program.

Additional General Terms Regarding Third-Parties

Assistance by Consultant with (1) verification of construction contractors or other service contractors, (2) selection of bid award winners, or (3) any other activity relating to contractors, subcontractors, bid award winners or any other third party not directly engaged through a written agreement with Consultant to provide services required to be provided by Consultant under this Agreement (collectively "Third Party Service Providers") or is not intended to be and shall not be construed as an endorsement, representation or warranty by Consultant of any kind relating to such Third Party Service Providers or of the quality of such Third Party Service Providers' work, and all such endorsements, representations or warranties hereby are expressly disclaimed.



OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

CHANGE ORDER 14

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

CHANGE ORDER NUMBER: KCC-CO-014
 DATE: 8/5/2020
 ARCHITECT'S PROJECT NO: 18-03
 CONTRACT DATE: 4/8/2019
 CONTRACT FOR: Kermit Community Center

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

Labor and material To install (4) Canopies as per ASI 05 Revised sheets.	\$ 25,634.00
Labor and material to provide lighting for each canopy.	\$ 12,000.00
Forklift rental	\$ 850.00

Bond increase	\$ 4,516.08
RRC OP	\$ 7,526.80
Total	\$ 50,526.88

Not valid until signed by the Owner and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price) was _____	\$3,957,000.00
Net change by previously authorized Change Orders _____	\$424,198.61
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was _____	\$4,381,198.61
The (Contract Sum) (Guaranteed Maximum Price) will be increased _____	
by this Change Order in the amount of _____	\$50,526.88
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be _____	\$4,431,725.49

The contract Time will be increased by: | 7 | days. from the time material arrives on site.

Canopies have 4-6 week manufacture time.

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

Level 5 Design Group
 ARCHITECT
 104 S. Main
 ADDRESS
 Mansfield, Tx 76063

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

Winkler County
 OWNER
 100 East Winkler Street
 ADDRESS
 Kermit, TX 79745

BY _____

BY _____

BY _____

DATE _____

DATE _____

DATE _____

WINKLER COUNTY
WINKLER COUNTY AIRPORT HANGARS AND HANGAR ACCESS TAXIWAY IMPROVEMENTS
KERMIT, TEXAS

Contractor **RRC Construction**
10617 West County Road No. 72
Midland Texas 79707

PSC Project No 01 4098 19

Date Aug. 18, 2020
Notice to Proceed Aug 3, 2020
Days Used -3
% of Time Used -3%
% Complete 7%

Substantial Completion Days 120
Substantial Completion Date Jan 4, 2021
Final Completion Days _____
Final Completion Date Jan 4, 2021
Change Order Days _____
Weather Days _____
Adj. Substantial Completion Date Jan 4, 2021
Adj. Final Completion Date Jan 4, 2021
For Period Jul 22, 2020

to Jul 31, 2020

ANALYSIS OF WORK PERFORMED TO DATE

Total Value of Work Performed to Date \$ 103,986.48

Add Materials Stored on Site \$ 31,236.84

Net Amount Earned on Contract to Date \$ 73,503.27

Less Amount Retained Retainage = 5% \$ 3,675.16

Total Due to Date: \$ 69,828.11

Less Previous Payments:

Estimate No.	Amount	Estimate No.	Amount	Estimate No.	Amount	Estimate No.	Amount
1	\$ 29,675.00	7	_____	13	_____	19	_____
2	_____	8	_____	14	_____	20	_____
3	_____	9	_____	15	_____	21	_____
4	_____	10	_____	16	_____	22	_____
5	_____	11	_____	17	_____	23	_____
6	_____	12	_____	18	_____	24	_____

Less Previous Payments Total \$ 29,675.00

AMOUNT DUE THIS APPLICATION \$ 40,153.11

Original Contract Amount \$ 1,394,596.45
Net change by Change Orders \$ -
Quantity Adjustments \$ -
Current Contract Amount \$ 1,394,596.45
Remaining Contract Amount \$ 1,290,609.97
Balance to Finish (includes retainage) \$ 1,324,768.34

Number	# of Days	Additions	Deductions	Net
Approved				\$ -
Change Order				\$ -
Summary				\$ -
				\$ -
				\$ -

Recommended for Payment (Engineer)

PARKHILL, SMITH & COOPER, INC., Consulting Engineers

By [Signature]
Bijan Jamalabadi, PE

8/18/2020
(date)

Accepted by (Contractor)

RRC CONSTRUCTION

By See attached Payment Request
Michael Ramirez, Vice President

(date)

Approved for Payment (Owner)

WINKLER COUNTY

By [Signature]
Judge Charles Wair, County Judge

8/18/20
(date)

PROGRESS ESTIMATE

WINKLER COUNTY
WINKLER COUNTY AIRPORT HANGARS AND HANGAR ACCESS TAXIWAY IMPROVEMENTS

CONTRACTOR'S APPLICATION FOR PAYMENT NO. 2

For Period Jul 22, 2020 to Jul 31, 2020

ITEM NO	DESCRIPTION OF ITEM	ORIGINAL CONTRACT INFORMATION				WORK PERFORMED TO DATE		
		Quantity	Unit	Price	Amount	Quantity	Amount	%
SCHEDULE 1 BASE BID - HANGAR CONSTRUCTION								
1	Item C-105, Mobilization	1	LS	\$ 78,783.00	\$ 78,783.00	0.25	\$ 19,695.86	25%
2	Item C-102, Temporary Air and Water Pollution, Soil Erosion, and Siltation Control, (Silt Fence)	150	LF	\$ 22.96	\$ 3,444.00	150.00	\$ 3,444.00	100%
3	Item PSC P-140, Temporary Barricades and Marking for Pavement Closure (For Schedule 1)	1	LS	\$ 9,680.00	\$ 9,680.00	1.00	\$ 9,680.00	100%
4	Item P-152, Grading and Subgrade Preparation for Hangar Foundation	1,984	SY	\$ 15.00	\$ 29,760.00		\$ -	
5	Item P-152, Excavation	7,298	SY	\$ 5.00	\$ 36,490.00	1094.70	\$ 5,473.50	15%
6	Item HGR, 8 Unit T-Hangar & attached 75' x 75' Box Hangar (Including Building Foundation, Electrical & Plumbing Service)	1	EA	\$ 405,055.00	\$ 405,055.00		\$ -	
7	Item HGR, 8 Unit T-Hangar & attached 75' x 75' Box Hangar(Including Building Components, Doors, Electrical and Plumbing Service)	1	EA	\$ 421,575.00	\$ 421,575.00	0.07	\$ 31,236.84	7%
SCHEDULE 2 BASE BID - HANGAR ACCESS TAXIWAYS CONSTRUCTION								
8	Item C-105, Mobilization	1	LS	\$ 32,758.00	\$ 32,758.00		\$ -	
9	Item P-152, Excavation	948	CY	\$ 27.94	\$ 26,487.12	142.20	\$ 3,973.07	15%
10	Item P-152, Embankment	900	CY	\$ 27.00	\$ 24,300.00		\$ -	
11	Item P-152, Grading & Subgrade Preparation Under Areas to be Paved	5,902	SY	\$ 12.00	\$ 70,824.00		\$ -	
12	Item P-152, Grading & Subgrade Preparation Outside of Paved Areas	5,384	SY	\$ 1.90	\$ 10,229.60		\$ -	
13	TxDOT Item 247, Type A Grade 1 or 2 (10-inch Flexible Base)	5,712	SY	\$ 16.50	\$ 94,248.00		\$ -	
14	TxDOT Item 340 Hot Mix Asphalt, Type D in two 1-1/2 inch lifts (3-inch thickness total)	846	Ton	\$ 131.53	\$ 111,274.38		\$ -	
15	Item P-602, Bituminous Prime Coat, including herbicidal treatment (15 Gal/SY)	801	Gal	\$ 25.00	\$ 20,025.00		\$ -	
16	Item P-603, Bituminous Tack Coat (.05 gal/SY)	267	Gal	\$ 42.00	\$ 11,214.00		\$ -	
17	Item P-620, Runway and Taxiway Painting	619.00	SF	\$ 13.65	\$ 8,449.35		\$ -	
TOTAL ORIGINAL CONTRACT					\$ 1,394,596.45	\$ 73,503.27	5%	

CHANGE ORDERS

Material / Labor								
ITEM NO	DESCRIPTION OF ITEM	ORIGINAL CONTRACT INFORMATION				WORK PERFORMED TO DATE		
		Quantity	Unit	Price	Amount	Quantity	Amount	%
TOTAL ORIGINAL CONTRACT PLUS APPROVED MATERIAL/LABOR CHANGE ORDERS								
					\$ 1,394,596.45	\$ 73,503.27	5%	

Contractor Requested Weather Days

APPLICATION #		Original Contract Completion Days	
		44200	
#	TYPE OF WEATHER (DESCRIPTION)	PERIOD OF WEATHER (DATES)	# of Days
1			1
TOTAL REQUESTED DAYS			

RRC Construction Payment Request

TO: Winkler County
100 East Winkler St.
Kermit, TX 79745

FROM: RRC Construction
10617 West County Road No. 72
Midland, TX 79707

PERIOD TO: 07/31/2020
PROJECT NO: 20-007
APPLICATION NO: 2
ARCHITECT NO:
CONTRACT DATE: 06/08/2020
APPLICATION DATE: 07/29/2020

PROJECT: Winkler County Airport
2750 FM Road 1232
Wink TX, 79789

ARCHITECT:

CONTRACTOR'S PAYMENT REQUEST

ORIGINAL CONTRACT SUM.....	1,394,596.45
NET CHANGE BY PHASE.....	0.00
NET CHANGE BY CHANGE ORDERS.....	0.00
CONTRACT SUM TO DATE.....	1,394,596.45
TOTAL COMPLETED AND STORED TO DATE.....	73,503.27
RETAINAGE:	
5.00% OF COMPLETED WORK	2,113.32
5.00% OF STORED MATERIALS	1,561.84
TOTAL RETAINAGE	
	3,675.16
TOTAL EARNED LESS RETAINAGE	69,828.11
LESS OWNER DIRECT PAYMENT BY PURCHASE ORDER.....	0.00
LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	29,675.00
CURRENT PAYMENT DUE.....	40,153.11
BALANCE TO FINISH INCLUDING RETAINAGE.....	1,324,768.34

(See Attached Pages for Continuation Worksheet Page.)

TOTAL OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Prior Months Approved Change Orders	0.00	0.00
Current Month Change Orders	0.00	0.00
TOTALS	0.00	0.00
Net of Approved Change Orders		0.00

This document has been digitally signed, notarized, verified and a record log maintained by third party internet hosting service as per the Electronic Records and Signatures in Commerce Act.

Work covered by this Payment Request has been completed in accordance with the Contract Documents. Furthermore, all prior payment requests have been paid where payments have been received from Owner and the current payment shown is now due.

CONTRACTOR: RRC Construction

By: Michael Ramirez Verified
Agent of RRC Construction

Date: August 13, 2020 4:20 PM

State of: Texas
County of: Midland

Subscribed and sworn to before me this: 13th of August, 2020

NOTARY PUBLIC: [Signature]
My Commission Expires: 6-5-23



A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CERTIFICATION FOR PAY REQUEST BY ARCHITECT

Based on on-site observations and the requested amount in this pay request, the Construction Manager/Architect certify to the Owner that to the best of their knowledge the Contractor is entitled to payment of the amount of this pay request.

AMOUNT REQUESTED..... \$40,153.11

ARCHITECT:

By: Bijan Jamalabad

Date: 8/18/2020

The AMOUNT REQUESTED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Authorized Signator for Winkler County

By: [Signature]

Date: 8/18/2020

Application Number: 2
 Application Date: 07/29/2020
 Period from: 07/28/2020 to 07/31/2020
 Project: Winkler County Airport

Submitted From:
 RRC Construction
 10617 West County Road No. 72
 Midland, TX 79707

Contractor's Project No:20-007
 Architect Number:
 Print Date: 08/13/2020

A Item No.	B Description of Work	C Scheduled Value	D		E		F	G		H Balance to Finish (C-G)	I Retainage
			Previous Applications	Work Completed		Total Complete and Stored To Date (D+E+F)		% Comp			
				Work In Place	Stored Material						
1	Item 1 Building Mobilization	78,783.45	0.00	19,695.86	0.00	19,695.86	25.0000	59,087.59	984.7930		
2	Item 2 Temp SWPPP	3,444.00	0.00	3,444.00	0.00	3,444.00	100.0000	0.00	172.2000		
3	Item 3 Temp Barricades	9,680.00	0.00	9,680.00	0.00	9,680.00	100.0000	0.00	484.0000		
4	Item 4 Grading For Hanger	29,760.00	0.00	0.00	0.00	0.00	0.0000	29,760.00	0.0000		
5	Item 5 Pad Excavation	36,490.00	0.00	5,473.50	0.00	5,473.50	15.0000	31,016.50	273.6750		
6	Item 6 Hanger pad, Plumbing and electrical rough ins, Anchor bolts	405,055.00	0.00	0.00	0.00	0.00	0.0000	405,055.00	0.0000		
7	Item 7 Hanger Building, Erection, insulation, finish of plumbing and electr...	421,575.00	31,236.84	0.00	0.00	31,236.84	7.4096	390,338.16	1,561.8420		
8	Item 8 site Mobilization	32,758.00	0.00	0.00	0.00	0.00	0.0000	32,758.00	0.0000		
9	Item 9 Site Excavation	26,487.12	0.00	3,973.07	0.00	3,973.07	15.0000	22,514.05	198.6535		
10	Item 10 Site Embankment	24,300.00	0.00	0.00	0.00	0.00	0.0000	24,300.00	0.0000		
11	Item 11 Grading Under Paved Areas	70,824.00	0.00	0.00	0.00	0.00	0.0000	70,824.00	0.0000		
12	Item 12 Grading Outside Paved Areas	10,229.60	0.00	0.00	0.00	0.00	0.0000	10,229.60	0.0000		
13	Item 13 10" Flex Base	94,248.00	0.00	0.00	0.00	0.00	0.0000	94,248.00	0.0000		
14	Item 14 Hot Mix asphalt	111,274.38	0.00	0.00	0.00	0.00	0.0000	111,274.38	0.0000		
15	Item 15 Prime Coat	20,025.00	0.00	0.00	0.00	0.00	0.0000	20,025.00	0.0000		
16	Item 16 Tack Coat	11,214.00	0.00	0.00	0.00	0.00	0.0000	11,214.00	0.0000		
17	Item 17 Taxiway Markings	8,448.90	0.00	0.00	0.00	0.00	0.0000	8,448.90	0.0000		
	Total:	\$1,394,596.45	\$31,236.84	\$42,266.43	\$0.00	\$73,503.27	5.2706%	\$1,321,093.18	\$3,675.1635		
	Project Grand Total:	\$1,394,596.45	\$31,236.84	\$42,266.43	\$0.00	\$73,503.27	5.2706%	\$1,321,093.18	\$3,675.16		

**BROWN REYNOLDS WATFORD
ARCHITECTS**



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

INVOICE NO. 220-07092

August 12, 2020

Charles Wolf
Winkler County
100 E. Winkler
Kermit, TX 79745

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

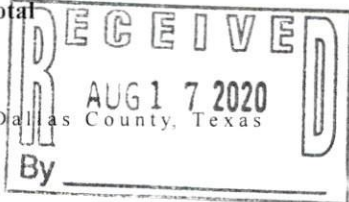
BRW Project No: 220020.00

Services rendered through July 31, 2020

	Contract Amount	Percent Complete	Total Complete	Prior Billed	Current Billed
PROFESSIONAL SERVICES					
AS: Programing & Concept Design	18,500.00	100.00	18,500.00	18,500.00	0.00
Schematic Design	64,000.00	100.00	64,000.00	64,000.00	0.00
Design Development	64,000.00	80.00	51,200.00	19,200.00	32,000.00
Construction Documents	96,000.00	0.00	0.00	0.00	0.00
Bidding	16,000.00	0.00	0.00	0.00	0.00
Construction Administration	80,000.00	0.00	0.00	0.00	0.00
Subtotal	<u>338,500.00</u>	<u>39.50</u>	<u>133,700.00</u>	<u>101,700.00</u>	<u>32,000.00</u>
ADDITIONAL SERVICES					
Geotechnical Report	8,925.00	100.00	8,925.00	8,925.00	0.00
Topographic Survey	11,000.00	100.00	11,000.00	11,000.00	0.00
Civil Engineering	41,600.00	35.00	14,560.00	10,400.00	4,160.00
Boundary Survey	6,820.00	100.00	6,820.00	6,820.00	0.00
Preliminary & Final Platting	11,150.00	0.00	0.00	0.00	0.00
DA Maps & Stormwater Detention	6,500.00	0.00	0.00	0.00	0.00
Landscape & Irrigation Design	14,000.00	40.00	5,600.00	3,500.00	2,100.00
Structured Slab Design	4,800.00	0.00	0.00	0.00	0.00
Technology & AV Design Services	4,000.00	0.00	0.00	0.00	0.00
Energy Code Commissioning	6,300.00	0.00	0.00	0.00	0.00
Subtotal	<u>115,095.00</u>	<u>40.75</u>	<u>46,905.00</u>	<u>40,645.00</u>	<u>6,260.00</u>
REIMBURSABLE EXPENSES					
Expenses	<u>28,000.00</u>	5.06	1,416.71	1,416.71	0.00
Total Contract	<u>481,595.00</u>	37.80	<u>182,021.71</u>	<u>143,761.71</u>	<u>38,260.00</u>

FRED CLIFFORD, AIA, DIRECTOR

Invoice Total **\$38,260.00**



This invoice is due and payable in Dallas, Dallas County, Texas