

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

TIME: 9:00 O'CLOCK A.M.
DATE: MONDAY, JUNE 22, 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 May 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 in the amount of \$30,346.17 for Winkler County's 3rd Quarter pro-rate share of the 2020 Appraisal District Budget.
 - (h) Consider for approval payment to D. K. Boyd Land & Cattle Co., for caliche and topsoil in the amount of \$5,740.00 from budgeted lateral road funds.
3. Consider directing that the voter-approval tax rate be calculated at 8% in the manner provided for a special taxing unit.
4. Consider for approval Letter of Engagement between Winkler County and Robison Johnston & Patton, LLP for the year ending December 31, 2019.
5. Accept donation of basketball equipment from West Texas Pride for Winkler County Recreation Center.
6. Consider for approval purchase of four (4) full sized table arcade games with stools from Game Room City for Winkler County Recreation Center in an amount not to exceed \$5,000.00 from capital committed funds.
7. Consider for approval Inmate Communications Addendum Agreement between NCIC and Winkler County for video visitation system and extension of the Inmate Phone Service Contract to August 14, 2025.
8. Approve change orders and modifications for Winkler County Courthouse.
9. Approve Winkler County Courthouse construction claims.
10. Approve change orders and modifications for Kermit Community Center.
11. Approve Kermit Community Center construction claims.

WINKLER COUNTY COMMISSIONERS' COURT
REGULAR MEETING AGENDA
MONDAY, JUNE 22, 2020
PAGE TWO

12. Approve change orders and modifications for Wink Community Center.
13. Approve Wink Community Center construction claims.
14. Approve change orders and modifications for Winkler County Golf Course.
15. Approve Winkler County Golf Course construction claims.
16. Approve change orders and modifications for Winkler County Airport.
17. Approve Winkler County Airport construction claims.
18. Approve Winkler County EMS construction claims.
19. Receive monthly reports from county officials.
20. Discuss and approve line item adjustments.
21. Discuss and approve budget amendments.
22. Adjourn.

Winkler County Appraisal District
107 East Winkler - P.O. Box 1219
Kermit, Texas 79745
(432) 586-2832
Fax (432) 586-3674

Winkler County
Kermit I.S.D.
Wink-Loving I.S.D.
City of Kermit
City of Wink

May 28, 2020

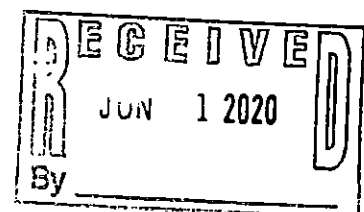
Winkler County
Attn: Judge Charles Wolf
Drawer Y
Kermit, Tx 79745

3rd Quarter 2020

The County's pro-rate share for the 2020 Appraisal District Budget, due by June 30, 2020 will be \$30,346.17.

Thank you,

Winkler County Appraisal District



D. K. BOYD LAND & CATTLE CO.

3317 Andrews Hwy
Midland, Texas 79703
(432) 685-1022

DATE: 06-11-20

INVOICE NO.: WC-CR101R-05-20001

INVOICE

TO: Winkler County
Drawer O
Kermit, Texas 79745

Attn: Billy Stevens

FOR: County Road 101 Repair - Caliche Use and Topsoil
Winkler County, Texas

1. 1,148 yd³ caliche used for repair work on County
Roads @ \$5.00/yd³.

\$ 5,740.00

TOTAL:

~~\$ 5,740.00~~

RECEIVED

JUN 15 2020

AUDITOR'S OFFICE

Billy Stevens
Agenda 6/22/20
Net 10 Days - Payable to D.K. BOYD Land & Cattle Co.

© 1999 D.K. Boyd & Sons, Inc. Winkler Co. Hwy 2010, Box 1001, Kermit, TX 79745

Frying Pan Ranch

D. K. Boyd Oil and Gas Co.

LE Ranch

L/E

Order

Of

Winkler County Commissioners Court

WHEREAS, Governor Abbott has declared a disaster in the entire State of Texas, including Winkler County; and

WHEREAS, Section 26.04 (c-1), Tax Code, provides that a taxing entity located in an area declared a disaster area by the governor may direct that the voter-approval tax rate be calculated in the manner provided for a special taxing unit;

IT IS HEREBY ORDERED that the voter-approval tax rate shall be calculated in the manner provided for a special taxing unit at eight percent (8%) as provided by statute.

Read and adopted by a vote of ___ ayes and ___ nays on this 22nd day of June, 2020.

Charles M. Wolf, County Judge

Attest:

County Clerk

Robison Johnston & Patton, LLP
CERTIFIED PUBLIC ACCOUNTANTS
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

May 11, 2020

Honorable Charles Wolf, County Judge
and Members of Commissioners' Court
Winkler County
Kermit, Texas

We are pleased to confirm our understanding of the services we are to provide for Winkler County, Texas for the year ended December 31, 2019. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Winkler County, Texas as of and for the year ended December 31, 2019. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Winkler County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Winkler County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management Discussion and Analysis
2. Budgetary Comparison
3. Schedule of Proportionate Share of Net Pension Liability
4. Schedule of Pension Contributions

We have also been engaged to report on supplementary information other than RSI that accompanies Winkler County, Texas's financial statements. We will subject the following

supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditors' report on the financial statements:

1. Combining and Individual Nonmajor Fund Financial Statements.
2. Other Schedules

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

1. Introductory Section
2. Statistical Section

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the basic financial statements taken as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Winkler County's financial statements. Our report will be addressed to the Commissioners' Court of Winkler County. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The reports on internal control and compliance will each include a paragraph that states (1) that the report is solely to describe the scope of testing of internal control over financial reporting and compliance, and the result of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and

compliance. The paragraph will also state the report is not suitable for any other purpose. If during our audit we become aware that Winkler County is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures--General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste and abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures--Internal Controls

Our audit will include an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies for material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures--Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Winkler County, Texas's compliance with applicable laws, regulations, contracts, agreements, and grants. However, the objective of those procedures will not be to provide an overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of Winkler County, Texas in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements in conformity with U.S. generally

accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contract or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are

also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any invoices selected by us for testing.

We will provide copies of our reports to Winkler County, Texas; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Robison, Johnston & Patton, LLP and constitute confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to appropriate state and federal agencies, or its designee, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Bill Patton. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These agencies may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the date the auditor's report is issued or for any additional period requested by appropriate state and federal agencies. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Bill Patton is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each

month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to Winkler County, Texas and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Robison Johnston + Patton LLP

RESPONSE:

This letter correctly sets forth the understanding of Winkler County, Texas.

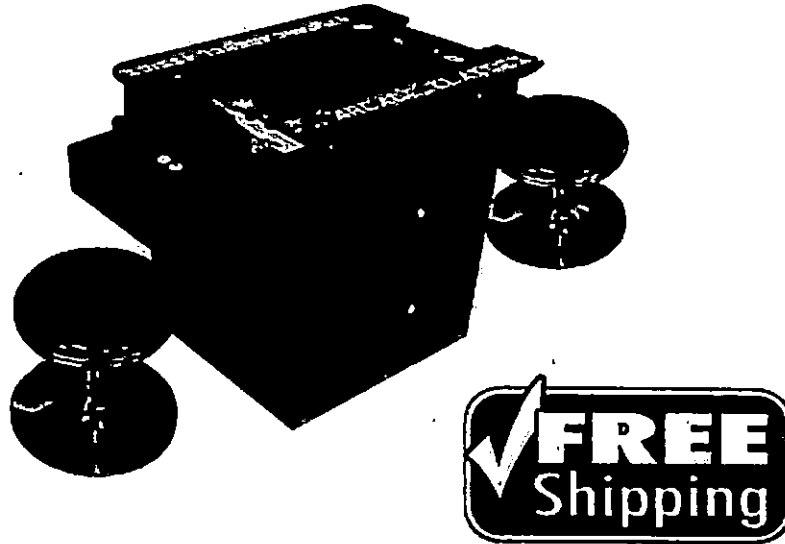
By: _____

Title: _____

Date: _____



GAME ROOM CITY



FULL-SIZED COCKTAIL TABLE ARCADE GAME FEAT. 412 CLASSIC AND GOLDEN AGE GAMES!

Style - No Add On

\$2,599 now \$1,599

*Special price of \$1200⁰⁰ ea
2 yr. warranty*

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BEST GAMES! BEST PRICES! BEST QUALITY AND CUSTOMER SERVICE!

People ask why our games are the best -



Inmate Communications Addendum Agreement

CONTRACT ADDENDUM BETWEEN THE COUNTY OF WINKLER AND NCIC INMATE COMMUNICATIONS, INC.

This NCIC Inmate Communications Service Subscriber Addendum Agreement ("Agreement") is made this _____ day of _____, 2020, by and between NCIC Inmate Communications, (Provider), a Texas corporation, having its principal place of business at 607 E Whaley St., Longview, Texas 75601, and the SUBSCRIBER, Winkler County Sheriff's Office, having its principal place of business at:

Address: 1300 Bellaire Street

City, State: Kermit, Texas Zip: 75601

Contact: Sheriff Darin Mitchell

Phone: 432-586-3902

WITNESSETH

Whereas, the Subscriber is responsible for the inmates and for the operation of, and supervisory and protective care, custody and control of, all buildings, grounds, property and matters connected with the facility. Whereas, the Provider is a qualified and willing participant with the Subscriber to provide inmate telephone, video visitation and related communication services; in consideration of the mutual benefits to be derived hereby, the Subscriber and the Provider do hereby agree as follows:

I. TERM

(A) Both parties agree to the bellow addendum and an extension of the Inmate Phone Service Contract that was executed on August 14, 2017 and set to expire on August 14, 2022 and agree to add the below services through this addendum and extension. The extension is a three (3) year extension that will expire on August 14, 2025 and will automatically renew under same terms and conditions consecutively for one (1) year periods, if notice of termination is not received ninety (90) days prior to ending date of this addendum.

II. SCOPE OF SERVICE

(A). Inmate Telephone System

Provider shall provide, at no cost, a fully operational, local and long distance, secure and reliable Inmate Telephone System (ITS). The ITS shall be inclusive of all equipment, installation, infrastructure and network, training, operation, and ongoing repairs and maintenance of the entire system and its components which, at a minimum, shall meet the Subscriber's requirements and be in compliance with any industry standard.

(B). ITS Payment

Provider will forward monthly payment to Subscriber on or about the 30th day starting after the initial traffic month to allow for a billing cycle to complete. Such payment shall be equal to **65%** of gross call revenue originating from the facility not to include federal, state and local taxes, pre-paid account fees, billing statement fees, approved free calls and any other cost recovery mechanism(s). Full details regarding payments and revenue-share are provided within **Attachment A – Rates, Fees and Commissions** of this Agreement.

(C) ITS Rules and Regulations (General)

1. The Provider shall adhere to any and all municipal, state or federal requirements for ITS installation, certification, training or registration during the life of the agreement.
2. The Provider shall be responsible for compliance with all FCC regulatory requirements and any other requirements imposed by local, state and federal regulatory agencies for all ITS and related services provided throughout the duration of the agreement. Provider reserves the right to decrease commission payments in the event of decreased rates and fees mandated by any local, state or federal agency that adversely effects profitability.
3. The Provider shall be responsible for making all ITS modifications necessary to allow inmates to place calls in compliance with any industry dialing requirement change(s) at no cost to the Subscriber.
4. The Provider shall be responsible for complying with and updating the ITS for any regulatory changes and requirements during the life of the Agreement. These changes include federal, state or local municipal regulatory changes. These changes shall be made within a reasonable time frame at no cost to the Subscriber.

(D). Provider's Responsibilities - ITS

1. Provide a comprehensive ITS that will allow for collect, prepaid collect and debit/debit card calls for local, Intralata/intrastate, interlata/intrastate, interlata/interstate, and international calls;
2. Provide an ITS which includes, but is not limited to, system infrastructure, network, database, servers, new call processors, digital and analog communications circuits, telecommunications capabilities, monitoring and recording functionality, and any additional required system functionality;
3. Installation of new inmate telephone equipment at all included Facilities and any required station cabling as determined necessary;
4. Systems and equipment that support the Facility's call monitoring/security needs, including terminals and digital recording equipment as determined necessary;
5. Centralized database which shall contain all data elements necessary for provision of monitoring services, reporting and historical call transaction information;
6. Provider personnel to include field repair/site technicians to perform oversight, operational assistance and preventative maintenance/repair to the ITS system and equipment;
7. Ongoing maintenance, repair, and/or replacement and/or upgrades of all equipment and systems as determined necessary to ensure service delivery;
8. Provision of all required training and instructional materials required for use of the telephone services as applicable to inmates, families, and/or facility staff;
9. Provision of all related support services not otherwise indicated herein, and;

10. Commission payments based on gross revenue of ALL calls and monthly revenue statements provided, upon request.

(E). ITS Installation (General)

All required materials, equipment, hardware, software and station cabling (where re-use is unavailable or new locations are required) for installation and maintenance of the ITS shall be provided by the Provider. Wherever possible, the Provider shall re-use existing station cabling installed at each Facility for the telephone instruments. In cases where existing station cabling cannot be used, the Provider shall install new station cabling (Category 3 minimum) at no cost. Any new cabling shall include wall plate, cross connection, patch cords, etc. as required. The Provider shall comply with all applicable electrical codes. The Provider shall comply with the security guidelines on institutional security policies. The Provider shall provide all coordination required with any local bandwidth provider and other carriers during installation and for the duration of the Agreement.

(F). ITS System Functionality (General)

The Provider shall provide an ITS with a system fully supported by an infrastructure which has the capability to provide specified services such as secure and real-time monitoring of telephone calls. The ITS shall contain security features which prevent unauthorized individuals from accessing any information held by the Provider. Secure access to the system and the database shall be maintained at all times. The Provider shall provide complete support of all systems and software necessary to ensure provision of services at all times for the duration of the resulting Agreement. The system shall contain an automated announcement function capable of processing calls on a selective bi-lingual basis: English and Spanish.

(G). Inmate Telephone Equipment

Throughout the term of the Agreement, the Provider shall own all systems and equipment and shall conduct all maintenance, repairs, upgrades and replacement to systems and equipment at no cost.

(H). Messaging, Ticketing, Tablet and Video Visitation System

Provider shall provide, at no cost, a fully operational, secure and reliable Messaging, Ticketing, Tablet and Video Visitation System (Communications System). The Communications System shall be inclusive of all equipment, installation, infrastructure and network, training, operation, and ongoing repairs and maintenance of the entire system and its components which, at a minimum, shall meet the Subscriber's requirements and be in compliance with any industry standard.

(I). Messaging and Offsite Video Visitation Payment

The company will forward monthly payment to subscriber on or about the 30th day starting after the initial traffic month to allow for a billing cycle to complete. Such payment shall be equal to 25% of gross messaging and remote visitation session revenue associated with messaging and remote visitation originating from the facility not to include federal, state and local taxes, pre-paid account fees, approved free visitation sessions and any other cost recovery mechanism (s). The agreed-upon rates for messaging and off-site (remote) visitation sessions are referenced in **Attachment A – Rates, Fees and Commissions** of this Agreement.

(J). Communications System Rules and Regulations (General)

1. The Provider shall adhere to any and all municipal, state or federal requirements for Communications System installation, certification, training or registration during the life of the agreement.
2. The Provider shall be responsible for compliance with all FCC regulatory requirements and any other requirements imposed by local, state and federal regulatory agencies for all Communications System and related services provided throughout the duration of the agreement. Provider reserves the right to renegotiate commission payments in the event of decreased visitation rates and fees mandated by any local, state or federal agency that adversely effects profitability.
3. The Provider shall be responsible for making all Communications System modifications necessary to allow inmates to participate in Communications System sessions in compliance with any industry requirement change(s) at no cost to the Subscriber.
4. The Provider shall be responsible for complying with and updating the Communications System for any regulatory changes and requirements during the life of the Agreement. These changes include federal, state or local municipal regulatory changes. These changes shall be made within a reasonable time frame at no cost to the Subscriber.

(K). Provider's Responsibilities – Communications System

1. Provide a comprehensive Communications System that will allow for messaging and off-site visitation services based on the needs of the Subscriber;
2. Provide a Communications System which includes, but is not limited to, system infrastructure, network, database, servers, new visitation processors, communications circuits, visitation monitoring and recording functionality, and any additional required system functionality;
3. Installation of new Communications System equipment at all included Facilities and any required station cabling as determined necessary;
4. Provide systems and equipment that support the Facility's messaging, visitation monitoring/security needs, including visitation terminals and digital recording equipment as determined necessary;
5. Provide a centralized database which shall contain all data elements necessary for provision of monitoring services, reporting and historical messaging and visitation transaction information;
6. Provider personnel to include field repair/site technicians to perform oversight, operational assistance and preventative maintenance/repair to the Communications System and equipment;
7. Provide ongoing maintenance, repair, and/or replacement and/or upgrades of all equipment and systems as determined necessary to ensure service delivery;
8. Provision of all required training and instructional materials required for use of the video visitation services as applicable to inmates, families, and/or facility staff;
9. Provision of all related support services not otherwise indicated herein, and;
10. Remit commission payments based on gross revenue of messaging and remote visitation sessions and monthly revenue statements provided, upon request.

(L). Communications System Installation (General)

All required materials, equipment, hardware, software and station cabling (where re-use is unavailable or new locations are required) for installation and maintenance of the Communications System shall be provided by the Provider. Wherever possible, the Provider shall re-use existing station cabling installed at each Facility for the visitation stations. In cases where existing station cabling cannot be used, the Provider shall install new station cabling at no cost. Any new cabling shall include wall plate, cross connection, patch cords, etc. as required. The Provider shall comply with all applicable electrical codes. The Provider shall comply with the security guidelines on institutional security policies. The Provider shall provide all coordination required with any local bandwidth provider and other carriers during installation and for the duration of the Agreement. Provider will ensure that informational flyers, placards or other media is provided to inmates and visitors showing Communications System use instructions, rate information and any other information deemed essential to the utilization of the Communications System.

(M). Video Visitation System Functionality (General)

The Provider shall provide a VVS which is suitable for a correctional environment, sturdy, tamper-resistant, and must provide high-quality, stereo audio and broadcast-quality video. The VVS shall be capable of completing on-site visitation sessions at no cost to the general public or inmate, and will charge a per-minute rate for any off-site (remote) visitation sessions connected. The Provider shall provide remote access to authorized users for the Customer for the purpose of managing inmate visitation profiles, monitoring visitation sessions, applying visitation restrictions and managing visitation scheduling. The VVS shall allow authorized users to remotely shut down and/or disable an individual inmate visitation station or group of visitation stations quickly and selectively without affecting other visitation stations. Further, the VVS shall be capable of limiting the length of a video visitation session, providing service at certain times of the day/week/month and allowing a maximum number of video visitation sessions per inmate per week or month.

The VVS shall include a web-based scheduling application allowing visitors (public and professional) to register, schedule, fund and/or cancel standard and remote visitation sessions using an internet browser and internet connection. The VVS shall fully monitor and record all visitation sessions unless there are restrictions that prohibit the recording and monitoring of certain sessions, such as attorney-client restrictions.

(N). Video Visitation Equipment

Throughout the term of the Agreement, the Provider shall own all systems and equipment and shall conduct all maintenance, repairs, upgrades and replacement to systems and equipment at no cost.

(O). Equipment Service & Maintenance

The Provider shall provide equipment to support service delivery as specified herein at all designated Facilities that are fully functional in regards to all labor, materials, service hardware and/or software. The Provider shall further warrant that any equipment installed for the subscriber shall be free of defects, irregularities, code violations and shall operate as designed and proposed or negotiated. Time is of the essence in completing emergency and other service repairs or replacements. Thus, the Provider is required to meet all response times as required by the Facility to return the system to normal operating status. In the event of extraordinary obstacles to service delivery for which the Provider exceeds the time-to-service requirement, notification and a detailed plan of service shall be provided to the Facility.

III. General Policies

(A). Termination

Either party may terminate this Agreement with or without cause with a 90-day written notice to the other party. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

(B). Indemnification

The Provider shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Facility, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Provider, or its employees or agents, in the course of the operations of this Contract.

(C). Provider's Insurance

The Provider agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of this Agreement.

(D). Assignment

In the event that Provider transfers authority of the Facility covered by this agreement, there shall be no required consent by the Subscriber to the assignment of this Agreement.

(E). Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

(F). Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of this Contract can still be determined and effectuated.

(G). Governing Law

This Agreement is executed and entered into in the State of Texas, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Texas.

(H). No Third-Party Beneficiaries

Except as otherwise expressly provided herein, neither this Agreement, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to any party not a signatory hereto.

(I). Exclusivity and Right of First Refusal

In consideration of compensation and services provided herein, Subscriber grants to Provider exclusive rights to install and maintain telephones and/or inmate communications systems within its building or on its private property (Location) during the term of this Agreement. The Provider and Subscriber have agreed upon specific rates for inmate collect, debit and prepaid collect calls, video visitation sessions, as well as ancillary inmate communications technologies as described in **Attachment A – Rates, Fees and Commissions** of this Agreement. Except for existing third-party vendors and only until such third-party vendor's contract expires, Subscriber will not allow any products or services that compete with those supplied by Provider during the term of this Agreement to be, or to remain, installed at Subscriber facility, including present and future Subscriber facilities. Provider will have the exclusive right to provide the products and services implemented at Subscriber facility through this Agreement, including any renewals / extensions, and those other inmate communications, educational or entertainment products or services, kiosk services, inmate banking services, tablets, video visitation, inmate electronic messaging, inmate electronic mail, sought by Subscriber during the term of this Agreement, whether the products or services are for inmates located at Subscriber facility or at third-party facilities; provided, however, that Provider may choose not to exercise this exclusive right.

(J). Circumstances Uncontrollable by Provider

We reserve the right to renegotiate or terminate this Agreement upon thirty (30) days written notice if circumstances outside our control related to the Facilities including, without limitation, changes in rates, regulations, or operations mandated by law; reduction in inmate population or capacity; changes in jail policy or economic conditions; acts of God; actions taken by the facility that negatively impact the Providers business, however, we shall not unreasonably exercise such right. Customer acknowledges that Provider's provision of the services is subject to certain federal, state or local regulatory requirements and restrictions which are subject to change from time to time and nothing contained herein shall restrict Provider from taking any steps necessary to perform in compliance.

SUBSCRIBER

PROVIDER

Signature

Signature

Print Name

Douglas Morgan

Print Name

Title

Regional Sales Manager

Title

Date

Date

ATTACHMENT A
RATES, FEES AND COMMISSIONS

Inmate Messaging and Video Visitation		
Charge/Fee Name	Charge/Fee Description	Amount
Video Visitation Rate	Cost Per Minute	\$0.31
Per Message Rate	Cost Per Message Sent	\$0.25
Attachment Rate	Cost Per Attachment (Pictures, Letters, Etc.)	\$0.35
Commission Amount:	25% Gross Messaging and Video Visitation Revenue	

CUSTOMER PRODUCT LIST

NCIC Customer Product	Included at no cost? (Yes/No)
<u>Inmate In-Cell Kiosk:</u>	
<u>Winkler County Jail</u> - 24 Units valued at \$28,800 plus install cost.	YES
Electronic Grievance, Medical, Inmate Request Forms, etc.	YES
Offsite Video Visitation	YES
Inmate/Friends and Family Messaging and Attachments	YES
Complete System Installation, Training, Upgrades and Maintenance	YES
Live Multilingual Call Center	YES

SUBSCRIBER

PROVIDER

Signature

Signature

Print Name

Douglas Morgan

Print Name

Title

Regional Sales Manager

Title

Date

Date



GUARDIAN

Security Solutions, LC

3214 122nd Street
Lubbock, TX 79423

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

Date	Proposal
9/17/2019	8373

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

Mailing address: PO Box 53874, Lubbock, TX 79453
Fax: 806-794-7789
Web: www.myshield.org
E-RATE CERTIFIED
Coop Members: TIPS, Buyboard, Good Buy

COOP NAME	TERMS	Sales Person
	Due on receipt	John Greeson

Item	Description	Location	Qty	Price Each	Total
ICWXKIT-6D	Protege WX 6-door Kit - Includes 2x4 Enclosure, (1) Controller, (2) Expansion Module, (2) 4A /12V PSU (1.2A per door).		1	3,145.00	3,145.00
DM369	12VDC 7.0 AH Lead-Acid Battery		3	38.00	114.00
IC1356BMS	13.56MHz, Mini Mullion Reader, Black, MIFARE-DESFire-iCLASS, NFC Capable, 3.31" x 1.77" x 0.67", Weigand and RS485, IP65 Rated		4	190.00	760.00
IC1356TAGBWH	Mifare Key Tag, 13.56MHz,S50/1K) White		50	6.75	337.50
NOPS10C24x	24V DC Power Supply, 10amp, metal lock box, 115VAC		1	355.00	355.00
Caddy	Wire Caddy		1	500.00	500.00
CAT5RUN	CAT5 Run from controller to customer network		1	60.00	60.00
ICT-RS485	PLENUM RS-485 cable, 1000' Box, 18/2 unshielded, 22/1 pair		2	745.00	1,490.00
VEWR182	18/2 Stranded		2	210.00	420.00
VEWR224	22/4 Stranded		2	145.00	290.00
Installation	Professional Services		1	6,040.00	6,040.00
DMSTB10/10	White, 3/8" Recessed Door Contact with Pigtail, 10 PACK		1	11,434.75	13,511.50
				37.00	37.00

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

Prices on this proposal are guaranteed for 30 days

	CUSTOMER PO #	Subtotal
GOING THROUGH COOP ?	COOP NAME _____	Sales Tax (8.25%)
Signature		Total

E-RATE CERTIFIED



GUARDIAN

Security Solutions, LC

3214 122nd Street
Lubbock, TX 79423

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

Date	Proposal
9/17/2019	8373

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

Mailing address: PO Box 53874, Lubbock, TX 79453

Fax: 806-794-7789

Web: www.myshield.org

E-RATE CERTIFIED

Coop Members: TIPS, Buyboard, Good Buy

COOP NAME	TERMS	Sales Person
	Due on receipt	John Greeson

Item	Description	Location	Qty	Price Each	Total
DMSTB10	White, 3/8" Recessed Door Contact with Pigtail		3	6.00	18.00
VEWR224	22/4 Stranded		2	145.00	290.00
Installation	Professional Services		1	2,500.00	2,500.00
				2,688.00	2,845.00

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

Prices on this proposal are guaranteed for 30 days

Date: _____	CUSTOMER PO # _____	Subtotal	\$16,356.50
Offer accepted and approved	GOING THROUGH COOP? _____	Sales Tax (8.25%)	\$0.00
Signature		Total	\$16,356.50

E-RATE CERTIFIED

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

\$9,440 dollars

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

*Any alteration or deviation from above specifications involving extra costs will be Respectfully submitted.
executed only upon written order, and will become an extra charge over and above _____
the estimate. All agreements contingent upon accidents or delays beyond our control.

Acceptance of Proposal

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

Signature _____

Signature _____



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

Winkler County

Invoice number 1802-24
 Date 06/17/2020

Project 18-02 WINK COMMUNITY CENTER

Construction Cost \$1,895,514.00
 Construction Cost % 10.00 %
 Contract Amount \$93,488.82

Description	Contract Amount	Percent Complete	Current Billed
Construction Admin	10,323.56	100.00	364.81
Construction Cost Increase - CA	83,165.26	100.00	23,743.73
Total	93,488.82	100.00	24,108.54

Reimbursables

	Units	Rate	Billed Amount
Miles	350.00	0.565	197.75

Invoice total **24,306.29**

Invoice Summary

Description	Contract Amount	Prior Billed	Current Billed	Remaining
Schematic Design	25,808.94	25,808.94	0.00	0.00
Design Development	25,808.94	25,808.94	0.00	0.00
Construction Docs	41,294.30	41,294.00	0.00	0.30
Construction Admin	10,323.56	9,958.75	364.81	0.00
Construction Cost Increase - CA	83,165.26	59,421.53	23,743.73	0.00
Additional Services	3,150.00	3,150.00	0.00	0.00
Total	189,551.00	165,442.16	24,108.54	0.30

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
1802-24	06/17/2020	24,306.29	24,306.29				
	Total	24,306.29	24,306.29	0.00	0.00	0.00	0.00

Credit Memo



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

Winkler County

Credit Date: 6/17/2020

Project	Invoice Number	Date	Invoice Credit	Credit Total
Winkler County				
18-02 Wink Community Center				
	1802-24	6/17/2020	10,000.00	
	Original invoice		24,306.29	
	Payments received		0.00	
	Previously credited		0.00	
	This credit		-10,000.00	
	Amount due this invoice		<u>14,306.29</u>	
			Project Total	<u>10,000.00</u>
			Credit Total	<u>10,000.00</u>