

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

TIME: 9:00 O'CLOCK A.M.
DATE: MONDAY, FEBRUARY 8, 2021
PLACE: VIRTUAL MEETING

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

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

1. Call Meeting to Order.
2. Consent Agenda Items:
 - (a) Approve payroll.
 - (b) Approve bills over \$500.00.
 - (c) Approve claims against county.
 - (d) Approve payment in the amount of \$685.00 to Texas Association of Counties for Annual County Membership for 2021 from budgeted funds.
 - (e) Accept funds in the amount of \$5,021.69 from Texans Feeding Texans: Home Delivered Meal Grant Program for the period of February 1, 2021 to January 31, 2022.
 - (f) Consider for approval payment to Mayfield Paper Company for supplies at Winkler County Law Enforcement Center in the amount of \$4,199.21 from budgeted funds.
 - (g) Consider for approval payment to Diamond A Ranch for caliche in the amount of \$6,875.00 from budgeted road funds.
3. Consider for approval Order Prohibiting Certain Fireworks in unincorporated areas of Winkler County, Texas.
4. Consider for approval Winkler County Golf Course Tournament Schedule.
5. Consider for approval advertising for bids for asphalt and gravel for 2021 paving project.
6. Conduct audit and consider for approval asset forfeiture report of Winkler County Sheriff in accordance with Article 59.06, V.C.T.A.
7. Consider, discuss, and take necessary action on termination of existing court fees and fines collections contract between Winkler County Justice of the Peace Courts and Perdue Brandon Fielder Collins & Mott, LLP.
8. Consider, discuss, and take necessary action on Contract for Fines and Fees Collection Services between Winkler County Justice of the Peace Courts and Linebarger Goggan Blair & Sampson, LLP.
9. Approve Winkler County Courthouse construction claims.
10. Approve Winkler County Golf Course construction claims.
11. Approve Winkler County Airport construction claims.

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12. Approve Winkler County EMS construction claims.
13. Receive monthly reports from county officials.
14. Discuss and approve line item adjustments.
15. Discuss and approve budget amendments.
16. Adjourn.



Texas Association of Counties

Phone: (800) 456-5974

Fax: (512) 477-1324

INVOICE

239605/2480

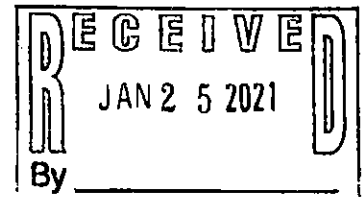
January 01, 2021

Invoice # 70964

To: Hon. Charles M. Wolf
Judge
Winkler County
100 E Winkler PO Drawer Y
Kermit, TX 79745

DESCRIPTION	AMOUNT
Annual County Membership Dues	685.00
Total Due	685.00

This invoice is for your county's membership to the Texas Association of Counties effective 1/1/21 thru 12/31/21. Your support is greatly appreciated and enables us to represent all Texas Counties.



PLEASE REMIT WITH PAYMENT

Make checks payable to TAC

239605/2480
Hon. Charles M. Wolf
Winkler County

Statement Date: 01/01/2021

Invoice # 70964

Amount Due: 685.00

Texas Association of Counties
Attn: Membership Services
P. O. Box 2711
San Antonio, TX 78298-2711

006850030239605503109826DWINK



**TEXAS DEPARTMENT OF AGRICULTURE
GRANT AGREEMENT**

Grant Agreement Number HDM-21-6028	Amount of Grant Funds \$5,021.69	
Period of Performance/Term of Agreement From: 02/01/2021 To: 01/31/2022	Amount of County Grant \$369.25	
Grant Program: Texans Feeding Texans: Home-Delivered Meal Grant Program	Type State – General Revenue CFDA – n/a	
Project Title: 2021 Texans Feeding Texans: Home-Delivered Meal Grant Program		
GRANTEE	GRANTOR	
Name County of Winkler	Name Texas Department of Agriculture	
Physical Street Address 100 E Winkler	Physical Street Address 1700 North Congress Avenue Stephen F. Austin Building, 11th Floor	
City/State/Zip Kermit, TX 79745	City/State/Zip Austin, Texas 78701	
Project Manager Jeanna Willhelm, Auditor	TDA Grants Office Contact Nicole Forbes/Mindy Fryer	
Email jeanna.willhelm@co.winkler.tx.us	Phone (512) 463-4406	E-mail Grants@TexasAgriculture.gov

Authority and Purpose

Chapter 12 of the Texas Agriculture Code (Code) provides that the Grantor shall encourage the proper development of agriculture and may enter into cooperative agreements with local, state, federal and other governmental entities to carry out its duties under the Code.

In accordance with Section 12.042 of the Texas Agriculture Code, funds have been appropriated to the Grantor to help defray the costs of providing home-delivered meals to eligible Texas residents that are not fully funded by the Department of Aging and Disability Services or an Area Agency on Aging.

Required Attachments

Attachment A – Award Specific Provisions
Attachment B – Standard Terms and Conditions

Attachment C – Approved Budget
Attachment D2 – Certification and Assurances

All required attachments are incorporated into this grant agreement as if fully set forth herein.

Except as specifically provided otherwise in this Agreement, any alterations, additions, or deletions to the terms of this Agreement shall be by amendment in writing and executed by both parties to this Agreement or as otherwise provided. Such amendments shall not invalidate this agreement, nor relieve or release the Grantor or the Grantee from its obligations under this Agreement.

Authorized Signatory. Each person signing the Agreement certifies that he or she is authorized to bind the party on whose behalf they are signing to the terms and conditions in the Agreement.

This Agreement is executed by the Parties in their capacities as stated below.

Grantee	DocuSigned by: <i>Charles Wolf</i>	Grantor
Charles Wolf, County Judge	CDSE0138251401...	Karen Reichel, Administrator
Date 1/25/2021 / mm dd yyyy		Date / / mm dd yyyy

**Texas Department of Agriculture
Attachment A – Award Specific Provisions**

1 Program Purpose and Grant

- 1.1 This Agreement is for the Texans Feeding Texans: Home-Delivered Meal Grant Program (“Program”) to distribute grant funds to eligible organizations that provide home-delivered meals to homebound persons who are elderly and/or have a disability.
- 1.2 Grantee has applied for a grant from the Program and has met all requirements for receiving an award under the Program, hereinafter referred to as the "Grant." Grantee shall accomplish Program objectives in accordance with its application and budget, hereinafter referred to as the "Grant Project" or "Project."
- 1.3 Grant Budget. Grantee shall provide a detailed budget for the year, attached hereto as "Attachment C," not to exceed a total of \$5,021.69 for all awards granted for the Term of the Agreement, signed by Grantee, using the budget categories by which Grantee shall be submitting Quarterly Report information.

2 Grantee Obligations

- 2.1 Quarterly Report. Grantee shall provide to Grantor a quarterly report in a format prescribed by Grantor. The report must track the expenditure of Grant funds in sufficient detail to assure compliance with Program rules. Grantee shall submit quarterly reports on or by the due dates as follows:
 - June 1, 2021 for the period February 1, 2021 – April 30, 2021.
 - September 1, 2021 for the period May 1, 2021 – July 31, 2021.
 - December 1, 2021 for the period August 1, 2021 – October 31, 2021.
 - March 1, 2022 for the period November 1, 2021 – January 31, 2022.

This schedule supersedes Section 3.1 and 3.2 of Attachment B to this Agreement.

- 2.2 Payment Schedule. Grantor shall make a grant award not later than February 1 to Grantee. Fifty percent (50%) of grant funds awarded shall be allocated and distributed to Grantee within a reasonable time following the grant term start date. The remaining fifty percent (50%) of grant funds shall be allocated and distributed to Grantee on or about August 1. Notwithstanding any other provision in this Agreement, Grantor may deny, revoke, suspend, or withhold a grant award for misuse of grant funds, or failure to comply with any requirement of Texas Administrative Code (TAC), Title 4, Part 1, Chapter 1, Subchapter O.

Attachment B, Sections 8.3, 8.4, 8.5, 8.6, 8.7, and 8.12 are not applicable to the Home-Delivered Meals Grant Program.

- 2.3 Performance by Grantee. Grantee shall use the Grant in accordance with the terms of this Agreement and 4 TAC Chapter 1, Subchapter O.

- 2.4 Non-expended Grant Funds. Grantee understands, acknowledges and agrees that grant funds in excess of \$250.00 that are not expended by Grantee prior to the end of the Term of Agreement, including any authorized extensions, must be returned to Grantor. Failure to remit unused funds may result in legal action against Grantee, including, without limitation, making Grantee ineligible for future Program funds. This section expands Attachment B, Section 8.10.
- 2.5 Grantee's Menu and Substitution Procedure. Grantee shall have all menus and meal substitution procedures approved by a registered dietician or a person with a bachelor's or postgraduate degree in food and nutrition, dietetics, or food service management; who is currently employed as a dietitian or dietary consultant in a hospital, nursing facility, school, home-delivered meal organization, or in private practice. Grantee shall maintain documentation of such approval.
- 2.6 Grantee Meal Delivery and Temperature Standards and Procedures. Grantee shall maintain policies to ensure compliance with meal temperature standards and the Program's four-hour delivery requirement at each meal preparation location. Grantee shall also maintain records demonstrating compliance with Grantee's policies. If Grantee does not comply with meal temperature standards and the four-hour delivery requirement due to exceptional circumstances, Grantee must seek a written waiver from Grantor as soon as practicable following the occurrence of the exceptional event or circumstances. If Grantee fails to comply with the Program's four-hour delivery requirement, Grantee will be required to implement corrective action, as determined by Grantor, prior to applying for future funds.
- 2.7 Failure to Obtain a Food Establishment Permit or Comply with Texas Food Establishment Rules (TFER). If it is determined that Grantee failed to obtain a required food establishment permit, or that Grantee failed to comply with TFER, Grantor, at its sole discretion, may exercise the remedies set forth in Sections 8.11 and 9.2 in Attachment B of this Agreement.
- 2.8 Notice of Failure to Receive County Grant. Pursuant to 4 TAC §1.953, Grantee shall promptly notify Grantor of any failure to receive county grant funds, or any reduction in the amount of the county grant funds, as reported by Grantee in its application for funds under this Program. Failure of Grantee to receive county grant funds, or any reduction in the amount of county grant funds, may result in the withholding or revocation of a Grant or a requirement that Grantee refund Grant funds disbursed.
- 2.9 Eligible Meals. The Grant is based on the number of Eligible Meals served by Grantee. Eligible Meals are calculated by subtracting the meals funded by the Texas Health and Human Services (the successor agency for the Texas Department of Aging and Disability Services) and/or Area Agency on Aging from the total number of meals delivered as reported by Grantee in a county between September 1, 2019 and August 31, 2020. The Grant is calculated on the remaining number of meals. For purposes of this Grant, any meals that are not Eligible Meals are classified as Ineligible Meals. If an audit or review of the Grant reveals that Grantee received Grant funds based on Ineligible Meals, Grantee will be required to repay Grantor the amount of the excess Grant funds received, on terms and conditions as may be set by Grantor.

Texas Department of Agriculture

Attachment B— Terms and Conditions

1.1 **Application.** Grantor and Grantee (the Parties) agree to the following terms and conditions, which are applicable unless a term of the Award Specific Provisions clearly indicates otherwise.

2. Definitions

2.1 **“Act”** – The Texas Public Information Act, Chapter 552 of the Texas Government Code.

2.2 **“Agreement”** – The Grant Agreement and all attachments thereto.

2.3 **“Authorized Official”** – Grantee’s representative authorized to bind the Grantee and take action on its behalf.

2.4 **“Commissioner”** – The Commissioner of Agriculture.

2.5 **“Department”** – The Texas Department of Agriculture.

2.6 **“Deputy Commissioner”** – The Deputy Commissioner of Agriculture.

2.7 **“Fiscal Officer”** – Grantee’s designated representative responsible for all financial and budget reporting functions related to the administration of the grant, as required by the Agreement.

2.8 **“Government”** – the federal awarding agency, the State of Texas, and/or the Texas Department of Agriculture, singularly or in any combination.

2.9 **“Grant Coordinator”** – Grantor’s designee responsible for and authorized to coordinate the Grant Program.

2.10 **“Grant Project”** – Specific activities or plan that have been approved by Grantor in Attachment C to be completed by Grantee in a specified amount of time.

2.11 **“Grantor”** – The Texas Department of Agriculture

2.12 **“Intellectual Property”** – Shall include data, documents, inventions, material and similar that are subject to or have been the subject of copyright, patent and trademark.

2.13 **“Non-Expendable Personal Property”** – Tangible personal property having a useful life of more than one year and an acquisition cost of \$5,000.00 or more per unit.

2.14 **“Project Manager”** – Grantee’s designated representative responsible for day-to-day project management and coordination.

- 2.15 **“Proprietary Information”** – Grantee’s Intellectual Property or other confidential information submitted to Grantor which Grantee has designated as proprietary or confidential and requests exception from disclosure to the public by Grantor.
- 2.16 **“Subject Invention”** – Any invention of Grantee conceived or first actually reduced to practice in the performance of work under this Agreement. “Invention” means any invention or discovery that is or may be patentable or otherwise protectable under Title 35 of the U.S. Code.

3 Reporting Requirements.

3.1 Performance Reports.

~~A. **Quarterly Reports Required.** Performance reports shall be submitted on a form prescribed by Grantor. These reports shall be in a narrative format, from one to three pages in length, and detail the accomplishments of the project objectives for the previous three-month period. The due dates for reports are thirty days after the end of each reporting period set in Section 3.2 of this Attachment B. (Intentionally deleted by the parties; please refer to Attachment A, Sec. 2.1.)~~

~~B. **Final Performance Report.** The final report shall follow the format prescribed by Grantor. The Final Performance Report is due thirty days after the expiration or termination of this Agreement, whichever occurs first. (Intentionally deleted by the parties; please refer to Attachment A, Sec. 2.1.)~~

~~3.2 **Quarterly Reporting Periods.** Unless otherwise agreed to by the parties in writing, quarterly reports must be submitted no later than thirty days after the end of the following reporting periods:~~

- ~~▲ September 1 thru November 30;~~
- ~~▲ December 1 thru February 28;~~
- ~~▲ March 1 thru May 31; and~~
- ~~▲ June 1 thru August 31. (Intentionally deleted by the parties; please refer to Attachment A, Sec. 2.1.)~~

~~3.3 **Annual Inventory of Property.** Grantee’s Project Manager or Fiscal Officer shall provide to Grantor an Annual Inventory of Grantor Non-Expendable Personal Property detailing the items’ location and condition on the form prescribed by Grantor. (Intentionally deleted by the parties~~

3.4 **Failure to Comply with Reporting Requirements.** Failure of Grantee to comply with any of the reporting requirements in this Agreement may result in: (i) the revocation of a Grant; (ii) withholding of request(s) for reimbursement; (iii) requiring repayment of Grant funds previously disbursed to Grantee; and/or (iv) a determination that Grantee is ineligible for future Program funds.

4 Agreement Modifications

- 4.1 Agreement Modifications.** The Agreement cannot be changed, terminated or modified in any manner other than as provided for herein. Grantor is not obligated to approve requests for modification.
- 4.2 Requested Agreement Changes by Grantee.** Grantee may request changes to the Agreement, budget or objectives and deliverables by submitting the requested change to Grantor in writing. Except as otherwise provided in the Agreement, requested changes shall only become effective upon written approval of Grantor. Written notice of approval or denial of Grantee's request will be sent to the requestor.
- 4.3 Time for Requesting Agreement Changes.** Grantee may request changes to the Agreement by submitting the requested change, in a format prescribed by Grantor, including justification for the request, to the Grant Coordinator no later than thirty (30) days prior to the end of the term of Agreement. Requests for Agreement changes may be submitted for approval within thirty (30) days prior to the end of the term of Agreement, but only for good cause as determined by Grantor based on the justification submitted with the request.

The following requests shall be considered:

- A. Material Budgetary Changes.** If a budgetary change for an amount exceeding ten percent (10%) of the grant award is needed, it must include:
- 1) A statement explaining the need for the change; and
 - 2) Documentation indicating the line items and amounts to be changed.
- B. Programmatic Change.** If a programmatic change is requested, such as the scope, target, or focus of the Grant Project, the request shall include a detailed explanation and a statement for the change.
- C. Agreement Extension.** Grantee shall submit to Grantor written request with an explanation, for an extension of the Agreement not less than thirty days prior to the end of the term of Agreement. The explanation should demonstrate that the extension is necessary due to unforeseeable circumstances preventing completion of the Grant Project.
- 4.4 Budgetary Revisions.** Grantee is allowed to make one or more budgetary revisions without prior approval for up to a total of ten percent (10%) of the grant award. Budget revisions are cumulative, and together may not exceed ten percent (10%) of the total amount of the grant award. Grant and/or matching funds may only be reallocated to eligible and previously approved line items, excluding indirect costs and equipment purchases. Notification of any revisions must be submitted to Grantor in writing within ten (10) business days prior to the subsequent payment request.
- 4.5 Amendment.** The parties may alter, amend, change, modify, revise or supplement the terms of the Agreement via a written amendment signed by the parties.

- 4.6 Approved Changes Become Part of Agreement.** Once approved in accordance with this Attachment B, approved changes become a part of the Agreement, superseding all provisions that are inconsistent herein.
- 4.7 Lack of Approval for Budget Transfers.** Lack of prior approval for the following will be grounds for denial of reimbursement requests for the following items:
- A. Budget transfers exceeding ten percent (10%) of the grant award;
 - B. Indirect costs; and/or
 - C. Equipment purchases.
- 4.8 Grantee Project Manager Change.** Grantee shall notify Grantor in writing within seven (7) days of Grantee's Project Manager separation from, or notice of intent to separate from, the Grant during the term of the Agreement. Such notice shall include the date of termination of the Project Manager's affiliation.
- 4.9 Grantor's Approval of Proposed Project Manager Change.** Grantor shall review Grantee's request and provide written approval or denial of the proposed change within ten (10) business days after receiving such notice from Grantee. Provided, however, approval of proposed change shall not be unreasonably withheld. If Grantor does not approve such substitution, then the Agreement shall be temporarily suspended until an alternative Project Manager is approved or the Agreement is terminated in accordance with Section 9.1 of this Attachment B.
- 4.10 Reimbursement After Project Manager Separation.** Unless Grantor has approved the Project Manager change under Section 4.9 above, Grantor will not reimburse Grantee for any expenditure directly associated with the Project Manager under the Agreement that is incurred after the effective date of termination provided in the written notice under Section 4.8 of this Attachment B. Such expenditures include, but are not limited to the Project Manager's salary, incidentals, and/or travel. In the event of any conflict between Sections 4.10 and 9.5 of this Attachment B, Section 9.5 will prevail.

5 Compliance

- 5.1 Access to Records.** During the Term of Agreement and for at least three (3) years after termination of the Agreement, Grantee shall allow representatives of Grantor and/or the State Auditor's Office upon request by such, access to and the right to examine the premises, books, accounts, records, files and other papers or property belonging to or in use by Grantee and pertaining to the Agreement. Such records shall be maintained by Grantee at a location that is readily accessible to Grantor and/or the State Auditor's Office.
- 5.2 Authority to Audit and Investigate.** Grantee understands that acceptance of grant funds under the Agreement acts as acceptance of the authority of the State Auditor's Office, its successor agency, and any representative of Grantor to conduct an audit or investigation in

connection with such funds. Grantee further agrees to cooperate fully with the State Auditor's Office, its successor or any representative of Grantor in the conduct of the audit or investigation, including providing all records requested and providing the State Auditor or any representative of Grantor with access to any information they consider relevant to the investigation or audit. Grantee shall ensure that the clause concerning the authority to audit funds received indirectly by any subcontractors used by Grantee and their requirement to cooperate is included in any subcontracted awards.

- 5.3 Records Retention.** All records under the Agreement are required to be maintained by Grantee for three (3) years after the expiration or termination of the Agreement, or any litigation or audit is completed, whichever is longer.
- 5.4 Copies of Financial Audit.** If Grantee has a financial audit performed in any year during which Grantee receives funds from Grantor, and if Grantor requests information about the audit, Grantee shall provide such information to Grantor or provide information as to where the audit report can be publicly viewed, including the audit transmittal letter, management letter, and any schedules in which Grantor's funds are included.
- 5.5 Notification Regarding Grantee's Fiscal Officer or Authorized Individual Changes.** Grantee shall immediately notify Grantor if Grantee's Fiscal Officer or Authorized Official leaves or otherwise changes during the term of Agreement. Grantor shall not process grant payments during any period of time for which Grantee has failed to designate a Fiscal Officer or Authorized Official.
- 5.6 Notification of Subcontract/Assignment.** Any delegation by Grantee to a third party of any of the duties and responsibilities under the Agreement shall not relieve Grantee of its responsibility to Grantor for its proper performance under the Agreement. Grantee cannot subcontract or assign any of its duties under the Agreement without advance written notice to Grantor and prior written approval of Grantor, which shall not be unreasonably withheld. Lack of notice may be grounds for termination of the Agreement.

6 Disclosures and Reporting

- 6.1 Copies of Materials to Grantor; Non-Disclosure.**
- A.** Grantee shall provide to Grantor any information, data, conclusions, or reports as it may develop or produce as a result of the Agreement at least thirty (30) days prior to its publication, release, or dissemination, in any form, for Grantor's review, comment, and approval, if appropriate. To the extent permitted under the Constitution and laws of the State of Texas, Grantor agrees to maintain the confidentiality of such information, data, conclusions, or reports to the extent allowed by law.
- B.** Grantee shall provide to Grantor copies of all printed or recorded materials which describe or publicize the project, including brochures, press clippings, audio and video tapes, and photographs of sites and signs. Grantor shall have the right to publicize the Grant Project and to use and disseminate the information, data, conclusions, articles, reports, brochures, audio and videotapes, photographs, and other items provided by Grantee that are

not identified as confidential, proprietary, or intellectual property by Grantee.

- 6.2 **Reports to Grantor.** If Grantee creates a Subject Invention, it shall report that fact to Government and Grantor. Grantee's report to Grantor shall be treated as Proprietary Information in order to protect such information from being treated as a public disclosure.
- 6.3 **Funding Statement.** All materials produced as a result of the Grant Project must include a statement that the work was funded, in whole or in part, by the Program as administered by the Texas Department of Agriculture.
- 6.4 **Grantee's Responsibilities.** In performing work under the Agreement, Grantee shall comply with all laws, rules, and regulations relating to intellectual property, and shall not infringe on any third party's intellectual property rights. It shall hold Grantor harmless from, and to the extent permitted by the laws and Constitution of the State of Texas, defend and indemnify Grantor against, any claims for infringement related to its work under the Agreement.
- 6.5 **Subcontract Provisions.** Grantee shall include provisions adequate to effectuate the purposes of Section 6 of this Attachment B in all subcontracts under the Agreement.

7 Intellectual Property

- 7.1 **Subject Inventions.** Grantee shall retain ownership of the entire right, title, and interest in and to each Subject Invention throughout the world in accordance with the provisions of this Agreement. Grantor shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced for or on its behalf, the Subject Invention throughout the world.
- 7.2 **Copyright.** Grantee shall retain ownership of any copyright in any work of authorship first produced in the performance of this Agreement. For works of authorship other than computer software first produced in the performance of this Agreement, Grantee grants to the Government and others acting on behalf of the Government, a paid-up, nonexclusive, irrevocable, worldwide license for all such works of authorship to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. Grantee grants to Grantor an irrevocable, royalty-free, non-transferable, nonexclusive, non-commercial right and license to use, reproduce, display publicly and perform publicly (to the extent not prohibited by applicable law) any works of authorship first developed under this Agreement (other than computer software, which includes both source and executable code, its documentation, and/or programmers' notes).
- 7.3 **Publications.** Any publication or description of the results obtained under this Grant must give due acknowledgment and credit to Grantor as funding party and Grantee as performing party. Publication may be joint or independent, as may be agreed upon by the Parties, always giving due credit to other cooperating parties, and recognizing within proper limits the rights of the individuals doing the work.

- 7.4 **Grantee's Responsibilities.** In performing work under the Agreement, Grantee shall comply with all laws, rules, and regulations relating to intellectual property, and shall not knowingly infringe on any third party's intellectual property rights. It shall hold Grantor harmless for, and to the extent permitted by the laws and Constitution of the State of Texas, defend and indemnify Grantor against, any claims for infringement related to its work under the Agreement.
- 7.5 **Subcontract Provisions.** Grantee shall include provisions adequate to effectuate the purposes of Section 7 of this Attachment B in all subcontracts under the Agreement in the course of which intellectual property may be produced or acquired.

8 Payments.

- 8.1 **Lack of Funding.** The Agreement is subject to the availability of state, federal or private funds. If such funds become unavailable during the term of Agreement and Grantor is unable to obtain sufficient funding for the Agreement, the Agreement will be reduced or terminated.
- 8.2 **Grantee in Good Standing.** Grantee understands that in order to be eligible for payment from Grantor, Grantee must be in good standing with the Texas Comptroller of Public Accounts.
- 8.3 ~~**Reimbursement.** Grantor, to the extent allowed by law, shall reimburse Grantee only for actual, reasonable and necessary expenses, in accordance with the following circulars, directives, policies and standards:~~
- ~~A. 2 CFR 200;~~
 - ~~B. The Texas Uniform Grant Management Standards ("UGMS");~~
 - ~~C. As provided for in Attachment C, and to the extent the expenditure is allowable as determined by Grantor; and~~
 - ~~D. Only to the extent such expenses have been incurred by Grantee in the fulfillment of the objectives provided for in Attachment C. (Intentionally deleted by the parties.)~~
- 8.4 ~~**Reimbursement Documentation.** Grantee shall submit to Grantor, for each reimbursement request, a completed Payment Request and Budget Compliance Report on a form designated by Grantor, including the following information, if applicable: (Intentionally deleted by the parties.)~~
- ~~A. **Personnel Costs.** Back up documentation for salary/wages and fringe benefits must be provided that detail personnel time billed directly to the program.~~
 - ~~B. **Travel Costs.** Travel costs are allowable for transportation, lodging and related expense items incurred by Grantee while traveling within Texas on official business directly related to the Grant Project. Reimbursement for travel is limited to the federal Domestic Per Diem Rates, which can be found on the U.S. General Services Administration (GSA) Web~~

~~site. For locations not listed on the GSA site, the rate will be limited to travel reimbursement rates as set by the Texas Comptroller of Public Accounts. Grantor will address exceptions on a case-by-case basis. Copies of receipts for all expenditures, regardless of the amount, must accompany the request including, but not limited to, airfare, lodging, transportation, incidentals, etc. A brief justification for the travel must also be included. Meals, or any food related items related to travel and or per diem expenses are not an allowable cost and will not be approved for reimbursement.~~

~~C. **Supplies and Other Operating Costs.** Copies of vendor invoices for purchases of \$500.00 or more and an itemized list of all invoices for purchases of less than \$500.00 must accompany the Payment Request. All backup documentation, including original copies of vendor invoices, must be made available to Grantor upon request during any audit conducted at Grantee's premises under the Agreement.~~

~~D. **Indirect Costs.** Grantor's maximum obligation also includes indirect costs of up to ten percent (10%) of actual costs. The inclusion of these indirect costs shall not change Grantor's maximum obligation under this Agreement. In order to be reimbursed for indirect costs, Grantee must provide an Indirect Cost Plan to Grantor for approval.~~

8.5 **Payment Requests.** Grantee must submit payment requests in a manner as prescribed by Grantor at least quarterly, with no greater frequency than monthly. (Intentionally deleted by the parties.)

8.6 **Final Payment Request.** The final payment request must be received no later than sixty days following the completion of the Grant Project or after the expiration or termination of the Agreement, whichever occurs first. (Intentionally deleted by the parties.)

8.7 **Payment Schedule.** In order to be eligible for reimbursement of a payment request, all reporting requirements must be current. Grant funds shall be paid according to the following schedule. (Intentionally deleted by the parties.)

A. Up to 90% of the total grant award may be disbursed provided the work for which payment is requested has been completed and proper documentation to substantiate the request has been submitted pursuant to Section 8.4 of Attachment B.

B. The remaining 10% may only be disbursed if the disposition of all property purchased under the Agreement is submitted utilizing the form designated by Grantor (if applicable).

8.8 **Payment Classification.** Funds reimbursed under the Agreement must be classified as "grants" for financial reporting purposes.

8.9 **Use of Funds.** Quarterly reports must demonstrate the expenditure of funds in a timely manner, as well as corresponding progress towards Grantee's project objectives. Lack of progress will be considered a breach of this agreement and unless cured in the time prescribed by Grantor, will result in the termination of this agreement.

8.10 Non-expended Grant Funds. Grantee understands and acknowledges that grant funds that are not expended by Grantee prior to the end of the term of Agreement, including any authorized extensions, shall be forfeited.

8.11 Required Repayment of Grant Funds.

A. Grantor will deny any requests for reimbursement and/or require repayment of Grant funds disbursed to Grantee if:

- 1) Grant funds are misused;
- 2) Grantee commits fraud through intentional, reckless, or grossly negligent conduct;
- 3) Grantee violates any term, condition or provision of this Agreement; or
- 4) Grantee made any misrepresentations to Grantor in obtaining this Grant.

B. This provision is not exclusive of other grounds for withholding or requiring repayment of grant funds or any other remedy, civil or criminal, which may be available to Grantor.

~~8.12 **Matching Funds.** Grantee is required to expend matching funds in an amount equal to or greater than the pledged match as outlined in Attachment C. Requests for reimbursement will only be paid after Grantee provides documented minimum expenditure of matching funds in an amount proportionate to the reimbursement request. (Intentionally deleted by the parties.)~~

9 Termination of Agreement

9.1 Agreement Termination. The Agreement may be terminated at any time by mutual consent. In addition, either party may terminate the Agreement, without cause, upon thirty (30) days' written notice via registered or certified mail, return receipt requested, to the other party. Early termination of the Agreement shall not relieve Grantee from the obligation of providing final performance and budget reports regarding the expenditure of grant funds received prior to termination. If one party terminates the Agreement, pursuant to this section, then the effective date of termination is thirty (30) days from the date that the non-terminating party receives the notice of termination.

9.2 Immediate Termination. Any default or breach of the Agreement, including but not limited to, Grantee's failure to meet reporting requirements for more than one quarter (does not have to be consecutive), or fulfill any other obligation under the Agreement, shall constitute cause for immediate termination of the Agreement. Such termination is effective upon written notification by Grantor by mailing written notice via registered or certified mail, return receipt requested, to Grantee. The effective date of termination is three (3) days after Grantor mails Grantee notice of termination.

9.3 Curable Breach. If Grantor determines that a breach by Grantee is curable, Grantor may send written notice to Grantee stating the nature of the breach. Should the breach not be cured by Grantee within thirty (30) days from the date of the notice, the Agreement will be immediately terminated. Forbearance of this section or any other termination provision by

Grantor shall not constitute a waiver of the breach.

- 9.4 Termination for Lack of Appropriate License/Permits.** Grantee's failure to obtain and maintain applicable federal, state, and local licenses and permits shall constitute cause for immediate termination of the Agreement.
- 9.5 Reimbursement upon Termination.** In the event of termination of the Agreement, Grantee shall be reimbursed for eligible, documented expenses in accordance with the Agreement up to the date of termination. Expenses incurred beyond the date of termination will not be reimbursed, and Grantee specifically waives all rights to any further funds upon termination of the Agreement.
- 9.6 Effect of Expiration or Termination.** Sections 5.1, 5.2, 5.3, 5.4, 6.1, 6.3, 6.4, 7.1, 7.2, 7.3, 7.4, 8.11, 9.1, 9.2, 10.5, and 10.6 of this Attachment B shall survive the expiration or termination of the Agreement. Notwithstanding anything to the contrary contained in the Agreement, termination of the Agreement shall not release or relieve either Grantor or Grantee from any liabilities or damages arising out of any breach of the representations and warranties made by it, or its failure to perform any of the covenants, agreements, duties or obligation arising under the Agreement.

10 Disposition of Property

- 10.1 Property Vested in Grantee.** When personal property is acquired by Grantee with grant funds, title shall be vested in Grantee, subject to the Agreement.
- 10.2 Personal Property Used in Accordance with the Agreement.** During the term of Agreement, such personal property shall be used in accordance with the Agreement to accomplish the public purposes served by the Grant Project.
- 10.3 Maintenance of Property Records.** Grantee must maintain property records that include a description of the property, a serial number or other identification number, the source of property, who holds the title, the acquisition date, and cost of the property, percentage of state participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property, on a form prescribed by Grantor.
- 10.4 Physical Inventory.** A physical inventory of the property shall be taken and the results reconciled with the property records at least once every two (2) years, or prior to termination of the Agreement, as applicable.
- 10.5 Non-Expendable Personal Property.** After the termination of the Agreement, Grantee may continue to use any Non-Expendable Personal Property acquired under the Agreement in the Grant Project as long as needed, whether or not the project continues to be supported by grant funds. In the alternative, Grantee may sell the property and reinvest the proceeds in the Grant Project.

- 10.6 Property Disposition at Project Expiration or Termination.** If the Grant Project has terminated and the property is no longer being used for the purposes specified in the Grant Project, then the property must be disposed of as follows:
- A. If the property has a current per-unit fair market value of less than \$5,000.00, Grantee may use the property for other activities without reimbursement to Grantor or sell the property and retain the proceeds.
 - B. If the property has a current per-unit fair market value of \$5,000.00 or more, Grantee may retain the property for other activities, or sell it, but shall in either case compensate Grantor for its share. The amount of compensation shall be computed by applying the percentage of Grantor's actual participation in the cost of the original project to the current fair market value of the property.
 - C. If Grantee has no further need for and is unable to sell the property, Grantee shall request disposition instructions from Grantor.
- 10.7 Expendable Personal Property.** Expendable personal property shall vest in Grantee upon acquisition. If there is a residual inventory of such property exceeding \$5,000.00 in total aggregate fair market value upon completion of the Grant Project, Grantee may retain the property for other activities, or sell it, but must in either case compensate Grantor for its share. The amount of compensation shall be computed in the same manner as Non-Expendable Personal Property. If Grantee has no further need for and is unable to sell the property, Grantee shall request disposition instructions from Grantor.

11 General Terms and Conditions

- 11.1 Delegation to Third-Party.** Grantee is not relieved of its duties and obligations imposed by the Agreement through delegation by Grantee to a third-party.
- 11.2 Agreement Binding.** The Agreement shall be binding on and inure to the benefit of the parties and their officers, executives, administrators, legal representatives, and successors except as otherwise specified herein. Neither party may assign or transfer the Agreement without the written consent of the other party. The parties intend to be legally bound and have executed the Agreement as evidenced by their signatures on the date indicated below. The Agreement is not effective unless and until it has been signed by both parties.
- 11.3 Grantee Responsible for Compliance.** Grantee shall be solely responsible for compliance with all federal, state, and municipal laws, ordinances, regulations, and purchasing or contracting guidelines in the accomplishment of the Grant Project funded by the Agreement, and failure to comply with such shall constitute cause for immediate termination of the Agreement in accordance with Section 9.2 of this Attachment B.
- 11.4 Agreement does not Create Debt.** The Agreement shall not be construed as creating any debt on behalf of the State of Texas, and/or Grantor in violation of Article III, Section 49,

of the Texas Constitution. In compliance with Article VIII, Section 6, of the Texas Constitution, all obligations of the State of Texas or Grantor hereunder are subject to the availability of appropriations and authorization to pay by the Texas Legislature.

- 11.5 Delivery Methods.** Unless specifically provided herein, any required notice to be given by either party to the other party must be affected by personal delivery in writing or by mailing same via registered or certified mail, return receipt requested. All notices shall be addressed to the parties at the address stated in the Agreement unless a change of address has been given in the manner provided for in this section.
- 11.6 Inspection by Grantor.** During the term of Agreement, Grantor may inspect Grantee's premises, accounting records, property records, and other records, to monitor Grantee's performance of the work and expenditures of the grant funds. Grantor further has the right to make a visual inspection of any assets purchased or constructed with grant funds.
- 11.7 Indemnification.** Grantee shall indemnify and hold harmless, to the extent allowed by the laws and Constitution of the State of Texas, Grantor, its executives, officers, agents and employees, from any and all claims, demands, and causes of action arising from or related to Grantee's performance under the Agreement, including reasonable attorney's fees and settlement costs incurred in defending or settling any such claims.
- 11.8 Grantee Not Employee of Grantor.** Grantee, its employees, contractors, and/or subcontractors shall not present themselves as or be construed as employees or agents of Grantor. Neither Grantee nor its employees have an employer-employee relationship with Grantor.
- 11.9 Representations and Warranties of Grantee.** Grantee represents and warrants that: it has the full right and authority to enter into the Agreement and to bestow on Grantor the rights and privileges set forth in the Agreement; it has obtained all necessary approvals prior to execution of the Agreement; it is in good standing with the Texas Comptroller of Public Accounts, and in all other jurisdictions in which it is required to be so qualified for performance of the Agreement; and it has paid all necessary fees, and it has obtained all necessary certifications, registrations, approvals and licenses necessary to perform the Agreement.
- 11.10 Applicable Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue shall lie in the District Courts of Travis County, Texas.
- 11.11 Dispute Resolution.** The Agreement is subject to the dispute resolution procedures set forth in Chapter 2260 of the Texas Government Code.
- 11.12 Uniform Grant Management Standards.** The Agreement shall comply in all respects with the Uniform Grant Management Standards (UGMS), Texas Government Code, §783.007. In the case of any conflicts between UGMS and the Agreement, UGMS shall control.

- 11.13 Texas Public Information Act.** Grantee acknowledges that all information provided by Grantee pursuant to the Agreement, attachments or amendments, including information and material identified in accordance with Section 7 -- Intellectual Property, is subject to the Act and may be subject to disclosure to the public. Section 11.20 of this Attachment shall apply to Confidential Information as it is identified in the Agreement.
- 11.14 Headings.** Captions and headings of the sections or paragraphs of the Agreement are for convenience and reference only and shall not affect, modify or amplify the provisions of the Agreement, nor shall they be employed to interpret or aid in the construction of the Agreement.
- 11.15 Severability.** If any part of the Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from the Agreement and the remaining part shall remain in full force and effect, and the parties shall promptly negotiate to replace invalid or unenforceable provisions that are essential parts of the Agreement.
- 11.16 Waiver.** A waiver by Grantor of any provision hereunder shall not operate as a waiver of any other provision, or a continuing waiver of the same provision in the future.
- 11.17 Antitrust.** Grantee represents and warrants that neither Grantee nor any firm, corporation, partnership, or institution represented by Grantee, or anyone acting for such firm, corporation or institution has (1) violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code, Chapter 15, or the federal antitrust laws; or (2) communicated directly or indirectly the Grantee's proposal to any competitor or any other person engaged in such activities or projects during the procurement process for this grant award.
- 11.18 Force Majeure.** Neither Grantee nor Grantor shall be liable to the other for any delay in, or failure of performance, of any requirement included in the contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as: (A) acts of God, acts or failure of government or governmental authorities, war, fires, explosions, hurricanes, tornadoes, floods, extreme weather, strikes, riots, civil disturbance or unrest, failure of transportation, or disruption of supply chain(s); or (B) acts, causes, circumstances, events and matters related to public health, whether local, state, regional, national or worldwide, including, without limitation, disease, epidemic, pandemic, viral or bacterial outbreaks, or contamination of or disruption to food or water supply. To constitute an event of force majeure, the act, cause, circumstance, event or matter must: (i) directly result in damage, loss, harm, destruction, disruption or calamity to the party declaring an event of force majeure of such magnitude that a reasonably competent and prepared entity or individual could not be expected to continue operations or perform services under such circumstances; (ii) be beyond the reasonable control of the party declaring a force majeure; and (iii) be of such a nature that by exercise of due foresight the party declaring a force majeure could not be reasonably have been expected to avoid, and

which, by the exercise of all reasonable diligence, such party is unable to overcome. The party declaring a force majeure shall provide at least seven (7) days written notice to the nondeclaring party of the force majeure and the actions or remedies it is taking as a result of the force majeure. If either party is unable to continue operations or provide services as a result of a force majeure, only after providing notice of a force majeure as required by this section and making a legitimate effort to continue operations and/or provide services, such party may terminate this contract by providing written notice to the nondeclaring party. If this contract is terminated because of an event of force majeure, Grantor shall be responsible for payment of only reasonable and customary charges for necessary services actually provided by Grantee up to the date of termination, not to exceed the sums specified in the contract.

11.19 Buy Texas. Grantee shall purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state.

11.20 Confidential Information.

A. If it is necessary for Grantee to include confidential, proprietary, trade secret or privileged information (the "Proprietary Information") in its proposal or other submitted information, Grantee must clearly mark and label all Proprietary Information in fourteen (14) point or higher bold font on each page as it appears, and identify the specific exception to disclosure in the Act for each specific piece of Proprietary Information. Additionally, all Proprietary Information must be segregated in a separate and discrete section of the proposal or other submitted information, which must be able to be conveniently separated and detached from the other sections of the proposal. Failure to properly label, identify and segregate any Proprietary Information in the proposal or other submitted information may result in all such information or material being disclosed as public information. Merely making a blanket claim that the entire proposal or other submitted information is protected from disclosure because it contains any amount of confidential, proprietary, trade secret or privileged information is not acceptable.

B. In the event Grantor receives a request for Proprietary Information under this Agreement, Grantor shall submit a request for opinion from the Office of the Attorney General to withhold the responsive information. Grantor shall provide notice of such requests to Grantee in accordance with Section 552.305 of the Texas Government Code. In order to initiate the process of seeking an Attorney General opinion on the release of Proprietary Information, the specific provisions of the proposal or other submitted information that are considered by Grantee to be confidential, proprietary, trade secret or privileged and confidential must be clearly labeled and segregated as described above. Any information which is not clearly identified as Proprietary Information shall be deemed to be subject to disclosure pursuant to the Act. Grantee must comply with requirements of Section 552.305 of the Texas Government Code in submitting a response to the Office of the Attorney General and shall be responsible for citing judicial or statutory authority for exception to disclosure. Grantor shall work with Grantee during the process of seeking an Attorney General opinion on the release of the

Proprietary Information.

**TEXAS DEPARTMENT OF AGRICULTURE
ATTACHMENT C – BUDGET**

Name of Grantee: **County of Winkler**

As stated in Attachment A, this Grant is based on the number of Eligible Meals served by Grantee. Eligible Meals are calculated by subtracting the meals funded by Texas Health and Human Services (TXHHS) (successor agency to TXDADS)/Areas Agency on Aging (AAA) from the total number of meals delivered as reported by Grantee in a county between September 1, 2019 and August 31, 2020. The Grant is calculated on the remaining number of meals. For purposes of this Grant, any meals that are not Eligible Meals are classified as Ineligible Meals. If an audit or review of the Grant reveals that Grantee has received Grant funds based on Ineligible Meals, Grantee will be required to repay Grantor the amount of the excess Grant funds received, on terms and conditions set by Grantor.

COMPLETE THE TABLE BELOW. Please estimate, to the best of your ability, how Texans Feeding Texans: Home Delivered Meal Grant Program funds will be expended for your organization during the grant period.

County	Winkler
Application Number	HDM-21-6028
County Grant as stated in approved resolution	\$369.25
Total # Meals Delivered (as reported by Grantee in Grant Application)	18454
Total # Meals Funded by TXHHS/AAA (Ineligible and verified by TXHHS/AAA)	14877
Remaining Eligible Meals	3,577
TDA Calculated Grant Amount	\$5,021.69
Expenditure Category	Estimated Amount
Personnel	\$ 5021.69
Food/Meals	\$ 0
Equipment	\$ 0
Building Occupancy	\$ 0
Transportation	\$ 0
Office Supplies and Services	\$ 0
Other: Please specify exactly	
a.	\$ 0
b.	\$ 0
c.	\$ 0
d.	\$ 0
Total Budgeted Grant Amount for TDA Award (must equal calculated grant amount)	\$ 5021.69

During the grant year, Grantee must demonstrate that HDM grant funds were used to directly supplement or extend existing home delivered meal services to homebound persons that are elderly and/or have a disability.

By signing, I certify that the information entered on this form is true and correct to the best of my knowledge.

Authorized official signature:

DocuSigned by:

Charles Wolf

Charles Wolf, County Judge

Date: 1/25/2021

TDA – HDM-21-HDM-21-6028
Trade & Business Development – Grants Office

Org Name: County of Winkler
Attachment C - Budget

*Attachment D.2.***STATE GRANT CERTIFICATIONS AND ASSURANCES**

The certifications made herein are material representations of fact upon which the Texas Department of Agriculture (Grantor) relies in making an award under this grant program. If it is later determined that Grantee knowingly rendered an erroneous certification, Grantor, in addition to any other remedies, may immediately terminate the grant award and take other appropriate action, including referral of the matter to the Office of the Attorney General for the State of Texas, the State Auditor's Office, and other appropriate law enforcement authorities.

Grantee must complete this form as a prerequisite to receipt of state funds. Grantee must fully understand and comply with the assurances, certifications and requirements contained herein. Failure to comply may result in the withholding of funds, termination of the award, or other sanctions.

Grantee hereby assures and certifies compliance with all applicable federal and state law along with the Texas Uniform Grant Management Standards (UGMS), which govern the application, acceptance and use of funds for this project. Also, by signature hereon, Grantee assures and certifies that:

1. LEGAL AUTHORITY — It possesses legal authority to enter into the agreement and make all assurances contained therein, and the person identified as the official representative of the Grantee is duly authorized by the Grantee to act in connection with the agreement, to provide such additional information as may be required, to sign and execute the agreement on behalf of the Grantee, and to validly and legally bind the Grantee to all of its terms, performances, and provisions.
2. CONTRACT/AGREEMENT ADMINISTRATION — It will maintain an appropriate grant management or administration system to ensure that all terms, conditions and specifications of the agreement, including these standard assurances, are met.
3. RELATIVES — It will comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Grantee's governing body or of the Grantee's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
4. PUBLIC INFORMATION — It will comply with the Public Information Act (Act), Texas Government Code, Chapter 552, and ensure that all information collected, assembled or maintained by the Grantee relative to a project assisted by this award will be provided to the public as required by the Act, unless otherwise expressly prohibited by law.
5. OPEN MEETINGS — If the Grantee is a governmental entity, it will comply with Texas Government Code, Chapter 551, which requires all regular, special or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
6. CHILD SUPPORT PAYMENTS — Under Section 231.006, Texas Family Code, relating to child support obligations, the Grantee and any other individual or business entity named in this agreement, contract or application is not ineligible to receive the specified agreement, loan, grant award or payment and acknowledges that this agreement may be terminated and payment withheld if this certification is

Attachment D.2.

inaccurate.

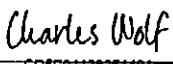
7. SUSPECTED CHILD ABUSE — It will comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Grantee shall also ensure that all program personnel are properly trained and aware of this requirement.
8. NONDISCRIMINATION — It will comply with all State and Federal statutes relating to nondiscrimination, including the following:
 - ◆ The Civil Rights Act of 1964, as amended (42 U.S.C. 2000d *et seq.*)
 - ◆ Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794)
 - ◆ The Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*)
 - ◆ The Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*)
9. TAXES — It will comply with all State and Federal tax laws and is solely responsible for filing all required State and Federal tax forms. Grantee also certifies that it is not delinquent in the payment of any franchise taxes owed the State of Texas.
10. GOOD STANDING It will comply with its obligations related to Franchise Tax and Guaranteed Student Loans. Grantee understands that in order to be eligible for payment from Grantor, grantees must be “in good standing” with the Texas Comptroller’s Office and not be delinquent in the repayment of a guaranteed student loan. If Grantee becomes “not in good standing” during the Agreement period, the Comptroller shall not approve payments until Grantee returns to “in good standing” status with the Comptroller.
11. ELIGIBILITY; FINANCIAL PARTICIPATION — Under Texas Government Code, Section 2155.004, no person who received compensation for participating in preparing the specifications or request for proposals on which this agreement is based has any financial interest in this agreement. Grantee certifies that the individual or business entity named in this agreement, contract or application is not ineligible to receive the specified agreement, loan, grant award or payment and acknowledges that this agreement may be terminated and payment withheld if this certification is inaccurate.
12. COMPLIANCE WITH REQUIREMENTS — It will comply, and assure the compliance of all its sub grantees and contractors, with all applicable requirements imposed by federal and state laws, executive orders, regulations, policies, program requirements and other administrative requirements governing this program.
13. WORKPLACE GUIDELINES — It will adopt and implement applicable provisions of the model HIV/AIDS workplace guidelines of the Texas Department of Health, as required by the Texas Health and Safety Code, Sec. 85.001 *et seq.*
14. CONFLICT OF INTEREST — It will establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of, being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
15. LOBBYING — No funds provided under this agreement have been or will be used to pay any person for influencing, attempting to influence, or communicating with a member of the legislative or executive branches of state government (which includes a member-elect, a candidate for, an officer, an officer-elect, or an employee of the legislature or legislative committee or any state agency, department, or office in the

Attachment D.2.

executive branch), a Member of Congress, an officer or employee of Congress or a federal agency, or an employee of a Member of Congress in connection with any legislation, administrative action, the awarding or making of any state or federal contract, agreement, or loan, the entering into of any cooperative agreement, and the extension, renewal, amendment or modification of any state or federal contract, agreement, loan or cooperative agreement.

- 16. **EXECUTIVE HEAD** — Under Section 669.003, Texas Government Code, Grantee certifies that no person who, in the last four years, served as an executive of Grantor or any other state agency was involved with or has any interest in the grant application or proposal or this agreement. If Grantee employs or has used the services of a former executive head of Grantor or any other state agency, then the Grantee will provide the following information to Grantor: name of former executive; name of state agency; date of separation from the state agency; position with Grantee; and date of employment with Grantee.
- 17. **FELONY** — Sections 2155.006 and 2261.053, Texas Government Code, prohibit Grantor from awarding a contract to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Grantee certifies that the individual or business entity named in this agreement, contract or application is not ineligible to receive the specified agreement, loan, grant award or payment and acknowledges that the agreement may be terminated and payment withheld if this certification is inaccurate.

Grantee certifies that Grantee and its principals are eligible to participate in the grant program made the subject of this agreement and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity. Grantee is in compliance with the State of Texas statutes and rules relating to procurement, and Grantee is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov>.

DocuSigned by:

 CD5E01132251201...
 Signature of Grantee 1/25/2021 /

Charles M. Wolf

Date

Printed Name and Title of Authorized Official

Judge

Organization Name

Mayfield Paper Company

2321 E. 2ND STREET
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 Fax: 432-337-1961

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INV NO.	INV DATE	ORD NO.	ORD DATE
2845043	02/01/21	676501	01/28/21
CUST NO.	SHIP DATE	TAX	PAGE
882299	02/01/21	200	4
		ZONE	STOP
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 WINKLER COUNTY CORRECTION
 1300 BELAIR
 KERMIT, TX 79745

****HISTORICAL****

CUSTOMER P. O. NO.				SALES REP.		SHIP VIA		TERMS		
				TIANNA THOMPSON		MPC TRUCK		NET EOM		
LN	H/M	PRODUCT CODE	QTY ORD	QTY SHIPPED	BACK ORD	UNIT	DESCRIPTION	PRICE / UNIT	T X	EXTENDED PRICE
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29		444855 FQC24	3	1	2	CASE	PACK: 12/CS 5X24 QKCHANGE DUST MOP FRAME GOLDEN STAR FQCC24 EACH	2.3052 CASE		2.31
30		891989 91355	2	2		CASE	PACK: EACH MAXIPLUS ANGLEBROOM OCEDAR #91355 1CS=1EA	12.3136 CASE		24.63
31		444332 AJU24ITW	3	3		PKG	PACK: 1CS=1EA 5X24 INFINITY TWIST DUST MOP GOLDEN STAR AJU24ITW 12/CS	6.7669 PKG		20.30
32		388073 120125/PRINTED	15	15		CASE	PACK: 12/CS 32 OZ PLASTIC SPRAYBOTTLE IMPRINTED WITH MAYFIELD LOGO	1.0103 CASE		15.15
33		388076 4745	15	15		EACH	PACK: 1CS=1EA 10" MIST TRIGGER SPRAYER HEAD "WHITE" FOR 32 OZ SPRAYBOTTLE	0.8481 EACH		12.72
34		464410 B222/J510000E	5	5		CASE	PACK: 1CS=1EA TOILET BOWL MOPS B222 /J510000E (1 EACH)	1.8812 CASE		9.41

Jail

\$706.10 - 104040310
\$3493.11 - 104040900

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 FEB - 2 2021

AUDITOR'S OFFICE

Agenda 2/11/2021

TOTAL PIECES SHIPPED	119
TOTAL WEIGHT	1768
TOTAL CUBE	120

All claims must be made immediately upon receipt of goods. All invoices payable in San Angelo, Tom Green County, Texas. 1 1/2% per Month Charged on Past Due Accounts.

SUBTOTAL	4,199.21
FREIGHT	
MISC TAX 8.25 %	
INVOICE TOTAL	4,199.21

X _____ Date Received
 Customer Signature

WAREHOUSE

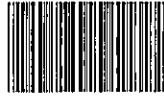
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76902



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2845043	02/01/21	676501	01/28/21
CUST NO.	SHIP DATE	TAX	PAGE
882299	02/01/21	200	3
		ZONE	STOP
		2B	0

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WINKLER COUNTY
% COUNTY AUDITOR
DRAWER O
KERMIT, TX 79745
BRENDA

SHIP TO

SHERIFF'S DEPARTMENT
WINKLER COUNTY CORRECTION
1300 BELAIR
KERMIT, TX 79745

****HISTORICAL****

CUSTOMER P. O. NO.						SALES REP.		SHIP VIA		TERMS	
						TIANNA THOMPSON		MPC TRUCK		NET EOM	
EN	HM	PRODUCT CODE	QTY ORD	QTY SHIPPED	BACK ORD	UNIT	DESCRIPTION	PRICE / UNIT	T X	EXTENDED PRICE	
19		674079 57445	2	2		CASE	PACK: 1 GALLON DAWN ORIGINAL 4/1-GAL PGC-57445	68.2372 CASE		136.47	
20		674021 CLO97301	2	2		CASE	PACK: 1 GALLON PINE-SOL ALL-PURP LAVENDER CLEANER CLO97301 3/144 OZ. PACK: 3/144 OZ.	55.5531 CASE		111.11	
21		417039 SL3339XHW	2	2		CASE	33X39 .8MIL WHITE LO-D LINER INTEPLAST SL3339XHW 150/CS PACK: CS	34.7752 CASE		69.55	
22		396110 HB1990A	3	3		CASE	TORK UNIV KIT ROLL TOWEL 2PLY SCA HB1990A 84/RL 30RL/CS PACK: 30/84/CS	30.0858 CASE		90.26	
23		792140 290089	4	4		CASE	TORK ADV ROLL TOWEL WHITE SCA 290089 700/RL 6RL/CS PACK: 6/700/CS	61.0872 CASE		244.35	
24		660430 25256MT32	5	5		EACH	PRINTED BOTTLE OVEN AND GRILL CYNAMIC 25256MT32 PACK: EACH	1.0308 EACH		5.15	
25		662105 991224	1	1		CASE	TWINKLE STAINLESS STEEL CLNR DIVERSEY 991224 12/17 OZ/CS PACK: 19 OZ	114.7621 CASE		114.76	
26		890883 CLO88320CT	2	1	1	CASE	MSD # 662105 MATERIAL SAFETY DATA SHEET FOR ABOVE SOS STEEL WOOL SOAP PADS CLO88320CT 15/12/CS PACK: 15/12/CS	72.4398 CASE		72.44	
27		444111 01206-NB	6	6		CASE	60" FIBERGLASS WET MOP HANDLE ABCO 01206-NB 1EA=1CS	9.2191 CASE		55.31	

RECEIVED

FEB - 2 2021

All claims must be made immediately upon receipt of goods. All invoices payable in San Angelo, Tom Green County, Texas. 1 1/2% per Month Charged on Past Due Accounts.

AUDITOR'S OFFICE

CONTINUED ON PAGE 4

X _____
Customer Signature

Date Received

Print Name

WAREHOUSE

Mayfield Paper Company

75-1108799
 Serving West Texas Since 1945
 www.mayfieldpaper.com

2321 E. 2ND STREET
 ODESSA, TX 79761
 Telephone: 432-580-4118
 Fax: 432-337-1961

REMIT TO:
 BOX 3889
 SAN ANGELO, TX
 76902



INV NO.	INV DATE	ORD NO.	ORD DATE
2845043	02/01/21	676501	01/28/21
CUST NO.	SHIP DATE	TAX	PAGE
882299	02/01/21	200	2
		ZONE	STOP
		2B	0

INVOICE

SOLD TO

WINKLER COUNTY
 % COUNTY AUDITOR
 DRAWER O
 KERMIT, TX 79745
 BRENDA

SHIP TO

SHERIFF'S DEPARTMENT
 WINKLER COUNTY CORRECTION
 1300 BELAIR
 KERMIT, TX 79745

****HISTORICAL****

CUSTOMER P. O. NO.				SALES REP.		SHIP VIA		TERMS	
				TIANNA THOMPSON		MPC TRUCK		NET EOM	
LN	HM	PRODUCT CODE	QTY ORD	QTY SHIPPED	BACK ORD	UNIT	DESCRIPTION	PRICE / UNIT	EXTENDED PRICE
10		670080 RP-5581-50	5	5		CASE	STARBRIGHT II LAUNDRY DETERGENT RP-5581-50 50# PAIL PACK: 50# PAIL	29.9986 CASE	149.99
11		417070 RXS8556XY	5	5		CASE	38X58 1.70 MIL YELLOW LINER PITT RXS8556XY (126 CS MIN) PACK: 50/CS	43.8569 CASE	219.28
12		417096 SL3858150K	5	5		CASE	38X58 1.5MIL BLACK RPRO LINER INTEPLAST SL3858150K 100/CS PACK: CS	41.0510 CASE	205.26
13		658050 MAY033	2	2		CASE	MAYFIELD HD CLEANR DEGREASER MAY033 4/1GAL/CS PACK: 4/GAL/CS	31.7148 CASE	63.43
14		658030 MAY038	2	2		CASE	MAYFIELD LEMON DISINFECTANT ADVANCED MAY038 4/1 GAL/CS PACK: 1 GALLON	31.7157 CASE	63.43
15		658020 MAY039	2	2		CASE	MAYFIELD PINE DISINFECTANT 4/1 ADVANCED MAY039 4/1 GAL/CS PACK: 1 GALLON MSD # 658030 MATERIAL SAFETY DATA SHEET FOR ABOVE	31.7157 CASE	63.43
16		890135 US05253A	1	1		CASE	FABULOSO LAVENDER CLEANER US05253A 4/1 GAL. ALLPURP PACK: 1 GALLON	60.9960 CASE	61.00
17		642090 600593CG1-4	1	1		CASE	MAYFIELD NEW DAY HAND DISH DET CYNAMIC 600593CG1-4 4/1GAL/CS PACK: 4/1GAL/CS	57.1320 CASE	57.13
18		658160 14128	1	1		CASE	WINDA SHINE GLASS CLEANER 4/1 CARROLL 14128 4/1GAL	31.6517 CASE	31.65

RECEIVED
FEB - 2 2021

All claims must be made immediately upon receipt of goods. All invoices payable in San Angelo, Tom Green County, Texas. 1 1/2% per Month Charged on Past Due Accounts.

AUDITOR'S OFFICE

CONTINUED ON PAGE 3

X _____ Date Received

Print Name

WAREHOUSE

Mayfield Paper Company

2321 E. 2ND STREET
 ODESSA, TX 79761
 Telephone: 432-580-4118
 Fax: 432-337-1961

REMIT TO:
 BOX 3889
 SAN ANGELO, TX
 76902

INV NO.	INV DATE	ORD NO.	ORD DATE
2845043	02/01/21	676501	01/28/21
CUST NO.	SHIP DATE	TAX	PAGE
882299	02/01/21	200	1
		ZONE	STOP
		2B	0

INVOICE

75-1108799
 Serving West Texas Since 1945
 www.mayfieldpaper.com



SOLD TO

WINKLER COUNTY
 % COUNTY AUDITOR
 DRAWER O
 KERMIT, TX 79745
 BRENDA

SOLD TO

SHERIFF'S DEPARTMENT
 WINKLER COUNTY CORRECTION
 1300 BELAIR
 KERMIT, TX 79745

****HISTORICAL****

CUSTOMER P. O. NO.				SALES REP.		SHIP VIA		TERMS	
				TIANNA THOMPSON		MPC TRUCK		NET EOM	
LN	HM	PRODUCT CODE	QTY ORD	QTY SHIPPED	BACK ORD	UNIT	DESCRIPTION	PRICE / UNIT	EXTENDED PRICE
1		674024 32987	2	2		CASE	COMET POWDER CLEANSER W/ CHLORINOL DEODORIZING 21OZ PACK: 24PKG/CASE	63.5069 CASE	127.01
2		581151 LAM10	1	1		CASE	10.25" WHITE FOAM PLATE LAM GENPAK LAM10 4/125/CS PACK: 4/125/CS	62.3376 CASE	62.34
3		772965 ATP500 / ATP365	5	5		CASE	2 PLY TOILET TISSUE 4.3 X 3.3 ANTIGUA ATP500 96RL/500SH/CS PACK: 96/500/CS	47.9198 CASE	239.60
4		670010 KIKBLEACH6	6	6		CASE	5.25% GERMICIDAL LIQUID BLEACH KIKBLEACH6/750003509 6/1 GAL PACK: 1 GAL	18.4362 CASE	110.62
5		362906 SYNTI-FLEX GP4	4	4		CASE	X-LARGE BLUE PF HYBRID NITRILE GLOVES SYNTI-FLEX GP4 10/100 PACK: 10/100	156.2870 CASE	625.15
6		362904 SYNTIFLEX GP3	3	3		CASE	LARGE BLUE PF HYBRID NITRILE GLOVES SYNTI-FLEX GP3 10/10 PACK: 10/100	156.3040 CASE	468.91
7		362902 SYNTI-FLEX GP2	2	2		CASE	MEDIUM BLUE PF HYBRID NITRILE GLOVES SYNTI-FLEX GP2 10/100 PACK: 10/100	156.3040 CASE	312.61
8		362900 SYNTI-FLEX GP1	2	2		CASE	SMALL BLUE PF HYBRID NITRILE GLOVES SYNTI-FLEX GP1 10/100 PACK: 10/100	156.3040 CASE	312.61
9		392091 96143-M	3	3		CASE	KURLY KATE SS SCOUR SCRUBBER OCEDAR 96143-M 1BAG12=1CS PACK: 1CS=1BAG	13.9463 CASE	41.84

RECEIVED
 FEB - 2 2021

AUDITOR'S OFFICE

All claims must be made immediately upon receipt of goods. All invoices payable in San Angelo, Tom Green County, Texas. 1 1/2% per Month Charged on Past Due Accounts.

CONTINUED ON PAGE 2

X _____
 Customer Signature Date Received

WAREHOUSE

Print Name

T.455

Invoice # 4385

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

2/2/2021

~~1-7-2021~~

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

**CR 402, 403, 410
1375 yards caliche @ 5.00 yard**

6,875.00

Total

6,875.00

*Billy Brown
Lateral Road*

Jan. 1, 2020 - Jan. 31, 2021

103160760

Agenda 2/8/2021

STATE OF TEXAS §
 §
COUNTY OF WINKLER §

**ORDER PROHIBITING CERTAIN FIREWORKS
IN UNINCORPORATED AREAS OF WINKLER COUNTY, TEXAS**

WHEREAS, on the 8th day of February, 2021, the Commissioners' Court of Winkler County has determined that conditions on certain uncultivated acreage in the county are extremely hazardous for the danger of fire because of high grass or dry vegetation;

NOW, THEREFORE, the Commissioners Court of Winkler County adopts this Order prohibiting the sale or use of restricted fireworks in the unincorporated areas of Winkler County:

- A. A person may not sell, detonate, ignite, or in any way use fireworks classified as "skyrockets with sticks" under 49 C.F.R. part. 173.100(r)(2) (10-1-86 edition), or "missiles with fins" in the unincorporated areas of Winkler County.
- B. This Order does not prohibit "permissible fireworks" as authorized in Occupations Code Section 2154.003(a).
- C. A person commits an offense if the person knowingly or intentionally violates a prohibition established by this Order. An offense under this order is a Class C Misdemeanor.
- D. This order expires at midnight, March 2, 2021.

APPROVED THIS THE 8th DAY OF FEBRUARY, 2021, BY THE WINKLER COUNTY COMMISSIONERS COURT.

Charles M. Wolf, Winkler County Judge

Billy J. Stevens
Commissioner, Precinct 1

Robbie Wolf
Commissioner, Precinct 2

Victor Berzoza
Commissioner, Precinct 3

Billy Ray Thompson
Commissioner, Precinct 4

ATTEST:

Pam Greene
Winkler County Clerk

**WINKLER COUNTY GOLF COURSE
2021 TOURNAMENT SCHEDULE**

MARCH	8 th -9 th : 27 th :	<i>WLISD INVITAIONAL HIGH SCHOOL GOLF ROTARY CLUB 2-PERSON SCRAMBLE</i>
MAY	15 th -16 th :	<i>KERMIT POLICE DEPT 2-PERSON SCRAMBLE</i>
JUNE	12 th -13 th : 26 TH -27 TH :	<i>KVFD 3-PERSON SCRAMBLE MEMORIAL 2-MAN GOLF TOURNAMENT</i>
JULY	10 th -11 th : 24 th :	<i>BEAUTY & BEAST COUPLES SCRAMBLE MASONIC LODGE 2-PERSON SCRAMBLE</i>
AUGUST	28 th :	<i>WLISD CROSS COUNTRY TRACK</i>
SEPTEMBER	11 th -12 th : 25 th -26 th :	<i>TRES AMIGOS 3-PERSON SCRAMBLE NELL ROSS LADIES GOLF TOURNAMENT</i>
OCTOBER	2 nd -3 rd : 16 th -17 th :	<i>MIKE EMMERSON SCHOLARSHIP TOURNAMENT STATE LINE CUP MATCHES</i>

Mike Emmerson Tournament to take the place of Hrncirs Hope

NOTICE TO BIDDERS

The Winkler County Commissioners' Court will receive sealed bids for the purchase of asphalt to be used in the 2021 Paving Project. Sealed bids will be received until 9:00 a.m. February 22, 2021, at which time said bids will be opened and read aloud. Specifications and bid forms may be obtained from the County Auditor, 1st Floor Courthouse, or by writing to the County Auditor, Drawer O, Kermit, Texas 79745. The Commissioners' Court reserves the right to reject any and all bids.

2/11/2021 & 2/18/2021
Winkler County News

**WINKLER COUNTY
SPECIFICATIONS
2021 PAVING MATERIALS
ASPHALT**

The Commissioners' Court of Winkler County, Texas will receive sealed bids for the purchase of Asphalt to be used in the 2020 Paving Project. Sealed bids will be received until 9:00 a.m., February 22, 2021, at which time said bids will be opened and read aloud. Bids received after that date and time will be returned to the bidder unopened.

Bids must be submitted in a sealed, opaque envelope and marked on the face "ASPHALT BID". Bidders are required to submit the original and five copies of their bid using the enclosed bid form. Bids may be mailed to the Winkler County Auditor, Drawer O, Kermit, Texas 79745, or hand delivered to the office of the County Auditor, First Floor Courthouse, Kermit, Texas. Any exceptions to specifications shall be noted and indicated on attachment to bid. The Commissioners' Court reserves the right to reject any and all bids and to waive any irregularities or informalities in any bid received.

Winkler County estimates that the amount of asphalt required for the 2021 Paving Project will be approximately 90,000 gallons of High Flow Emulsion (HFE) 90 Asphalt. The accepted bid price **PER GALLON** of High Flow Emulsion (HFE) 90 Asphalt will determine the accurate total amount of materials needed. Price bid shall be the total unit price **PER GALLON** of Asphalt, F.O.B, Kermit, Texas without exempt State and Federal taxes, and such price, if accepted and awarded by the Commissioner's Court, shall remain firm of all shipment of Asphalt required until December 31, 2021. Tax Exemption certificates will be furnished to the successful bidder. **It is the understanding of the Winkler County Commissioners' Court that the Bidder has no control of shipping charges and fuel adjustment charges, therefore, these charges are subject to change only if Winkler County is notified prior to the shipment.**

Other materials will be on a lower quantity as need basis.

Shipment of Asphalt shall be made in full truck load lots at the adequate product- recommended temperature for immediate application, delivered on location as instructed by Winkler County Commissioner Robbie Wolf.

**WINKLER COUNTY
 BID FORM
 2021 PAVING MATERIALS**

The undersigned proposes to furnish the materials listed below at the prices indicated within the delivery time and location set forth, all prices F.O.B., Kermit, Texas without Federal Excise or State Sales Taxes.

The undersigned certifies that the materials offered herein meet the specifications set forth for such by the County of Winkler. Any deviations from said specifications are clearly and completely set forth on attached sheet or sheets.

It is understood that the Winkler County Commissioners' Court reserves the right to reject any and all bids, to waive all formalities.

~~CRS-2~~ ~~HEE 90~~ ~~AEP~~ ~~MC-30~~

PRICE PER GALLON	\$	\$	\$	\$
* SHIPPING CHARGES/ PER GALLON	\$	\$	\$	\$
* FUEL ADJUSTMENT/ CHARGES PER GALLON	\$	\$	\$	\$
OTHER CHARGES	\$	\$	\$	\$
TOTAL BID PRICE / PER GALLON	\$	\$	\$	\$

~~ONYX ASPHALT HOT MIX~~

PRICE PER GALLON	\$	\$	\$	\$
* SHIPPING CHARGES/ PER GALLON	\$	\$	\$	\$
* FUEL ADJUSTMENT/ CHARGES PER GALLON	\$	\$	\$	\$
OTHER CHARGES	\$	\$	\$	\$
TOTAL BID PRICE / PER GALLON	\$	\$	\$	\$

BIDDER: _____ **DATE:** _____ **By:** _____
 (Name of Company) (Signature)

Telephone No: _____ Street or P.O. Box _____

Fax No: _____ City, State & Zip Code _____

*Subject to change with notification prior to shipping!

NOTICE TO BIDDERS

The Winkler County Commissioners' Court will receive sealed bids for the purchase of aggregate to be used in the 2021 Paving Project. Sealed bids will be received until 9:00 a.m., February 22, 2021 at which time said bids will be opened and read aloud. Specifications and bid forms may be obtained from the County Auditor, 1st Floor Courthouse, or by writing to the County Auditor, Drawer O, Kermit, Texas 79745. The Commissioners' Court reserves the right to reject any and all bids.

2/11/2021&2/18/2021

Winkler County News

**WINKLER COUNTY
SPECIFICATIONS
2021 PAVING MATERIALS
AGGREGATE**

The Commissioners' Court of Winkler County, Texas will receive sealed bids for the purchase of Class A Aggregate to be used in the 2021 Paving Project. Sealed bids will be received until 9:00 a.m., February 22, 2021, at which time said bids will be opened and read aloud. Bids received after that date and time will be returned to the bidder unopened.

Bids must be submitted in a sealed, opaque envelope and marked on the face "AGGREGATE BID". Bidders are required to submit the original and five copies of their bid using the enclosed bid form. Bids may be mailed to the Winkler County Auditor, Drawer O, Kermit, Texas 79745, or hand delivered to the office of the County Auditor, First Floor Courthouse, Kermit, Texas. Any exceptions to specifications shall be noted and indicated on attachment to bid. The Commissioners' Court reserves the right to reject any and all bids and to waive any irregularities or informalities in any bid received.

Winkler County estimates that the amount of aggregate required for the 2021 Paving Project will be approximately 3000 cubic yards of Class A, P.B. Grade # 5 Aggregate and 250 cubic yards of Class A, Grade #3 Aggregate. The accepted bid price **PER CUBIC YARD** of aggregate will determine the accurate total amount of materials needed. Price bid shall be the total unit price **PER CUBIC YARD** of aggregate, F.O.B, Kermit, Texas without exempt State and Federal taxes, and such price, if accepted and awarded by the Commissioner's Court, shall remain firm of all shipment of aggregate required until December 31, 2021. Tax Exemption certificates will be furnished to the successful bidder.

Shipment of aggregate shall be made in full truck load lots delivered on location as instructed by Winkler County Commissioner Robbie Wolf.

MATERIAL SPECIFICATIONS

MATERIALS:

Aggregate shall be composed of sound, clean and durable particles of gravel, free of dust, organic matter and other foreign material. Aggregate shall conform to the test and requirements of the Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridge, Item 302.

TYPE AND CLASS:

Aggregate shall be Class A, P.B. Grade #5 and Class A, Grade #3.

GRADE:

When Tested by Test Method Tex-200F, Part I, the graduation requirements for the aggregate shall be as follows:

GRADE NO. 5

PERCENT BY WEIGHT

<u>GRADE NO. 5</u>	<u>PERCENT BY WEIGHT</u>
Retained on 3/8 sieve	0 – 5
Retained on No. 4 sieve	50 – 80
Retained on No. 8 sieve	98 – 100

The aggregate shall not contain more than 1.0 percent loss from fine dust, clay-like particles and/or silt present when tested in accordance with Test Method Tex-217 F. Part I, Item 302, Table 3.

**WINKLER COUNTY
BID FORM
2021 PAVING MATERIALS
AGGREGATE**

The undersigned proposes to furnish the materials listed below at the prices indicated within the delivery time set forth, all prices F.O.B., Kermit, Texas without Federal Excise or State Sales Taxes.

The undersigned certifies that the materials offered herein meet the specifications set forth for such by the County of Winkler. Any deviations from said specifications are clearly and completely set forth on attached sheet or sheets.

It is understood that the Winkler County Commissioners' Court reserves the right to reject any and all bids, to waive all formalities.

BID PROPOSAL:

Grade No. 3, Class A, aggregate at _____ dollars and _____ cents per cubic yard.
(written) (written)

\$ _____
(numerical)

P. B. Grade No. 5, Class A aggregate as required and requested at _____ dollars and _____ cents per cubic yard.
(written) (written)

\$ _____
(numerical)

BIDDER: _____ **DATE:** _____ **By:** _____
(Name of Company) (Signature)

Telephone No: _____

Fax No: _____

(Title)

(Street or P.O. Box)

(City, State & Zip Code)



KEN PAXTON

ATTORNEY GENERAL *of* TEXAS

CHAPTER 59 ASSET FORFEITURE REPORT BY LAW ENFORCEMENT AGENCY

Agency Information

Agency Information

Year: 2020	Agency Name: <u>Winkler County Sheriff's Dept.</u>
Agency Mailing Street:	City: Kermit
P.O. Box 860	State: TX
ZIP: 79745	Phone Number: (432) 586-3161
County: Winkler	Agency Fiscal Ending Month: December
Agency Fiscal Beginning Month: January	

I. Seized Funds

Do not include federal seizures and/or forfeitures on this form. This form is only for those seizures and/or forfeitures made pursuant to Chapter 59 of the Texas Code of Criminal Procedure.

Seized Funds Pursuant to Chapter 59

Funds that have been seized but have not yet been awarded/forfeited to your agency by the judicial system.

A) Beginning Balance: \$0.00

B) Seizures During Reporting Period

Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency (E.G. seizing officer's affidavit).

1) Amount seized and retained in your agency's custody: \$0.00

2) Amount seized and transferred to the District Attorney pending forfeiture: \$0.00

3) Total Seizures - This field will be auto-calculated when you SAVE or switch sections: \$0.00

C) Interest Earned on Seized Funds During Reporting Period: \$0.00

D) Amount Returned to Defendants/Respondents: \$0.00

E) Amount Transferred to Forfeiture Account: \$0.00

F) Other Reconciliation Items (Must provide detail in box below): \$0.00

Description:

G) Ending Balance - This field will be auto-calculated when you SAVE or switch sections: \$0.00

Ending Balance - Mailed Form:

II. Forfeited Funds & Other Court Awards

Forfeited Funds and Other Court Awards Pursuant to Chapter 59

Funds awarded to your agency by the judicial system and which are available to spend.

A) Beginning Balance: \$2,249.06

B) Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period: \$0.00

C) Interest Earned on Forfeited Funds During Reporting Period: \$8.92

D) Amount Awarded Pursuant to 59.022: \$0.00

E) Amount Awarded Pursuant to 59.023: \$0.00

F) Proceeds Received by Your Agency From Sale of Forfeited Property: \$0.00

G) Amount Returned to Crime Victims: \$0.00

H) Other Reconciliation Items (Must provide detail in box below): \$0.00

Description:

I) Total Expenditures of Forfeited Funds During Reporting Period. This field will be auto-calculated once section VI has been completed and you save or switch sections.: \$0.00

J) Ending Balance - This field will be auto-calculated when you SAVE or switch sections.: \$2,257.98

I) Total Expenditure from Mailed Form:

J) Ending Balance from Mailed Form:

III. Other Property

Other Property

List the number of items seized for each category. Include only those seizures where a seizure is made by a peace officer employed by your agency. If property is sold, list under "Proceeds Received by Your Agency From Sale of Forfeited Property" in Section II (F) in the reporting year in which the proceeds are received. Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.

A) Motor Vehicles (Include cars, motorcycles, tractor trailers,etc.)

- 1) Seized: 0
- 2) Forfeited to Agency: 0
- 3) Returned to Defendants/Respondents: 0
- 4) Put into use by Agency: 0

B) Real Property (Count each parcel seized as one item)

- 1) Seized: 0
- 2) Forfeited to Agency: 0
- 3) Returned to Defendants/Respondents: 0
- 4) Put into use by Agency: 0

C) Computers (Include computer and attached system components, such as printers and monitors, as one item)

Please note - this should be a number not a currency amount. For example, 4 computers seized, 3 computers forfeited and 0 computers put into use.

- 1) Seized: 0
- 2) Forfeited to Agency: 0
- 3) Returned to Defendants/Respondents: 0
- 4) Put into use by Agency: 0

D) Firearms (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18)

Please note - this should be a number not a currency amount. For example, 4 firearms seized, 3 firearms forfeited, 0 firearms put into use.

- 1) Seized: 0
- 2) Forfeited to Agency: 0
- 3) Returned to Defendants/Respondents: 0
- 4) Put into use by Agency: 0

E) Other Property

Please note - this should be a number not a currency amount. For example, 4 lots of tools seized, 3 lots of tools forfeited, 0 lots of tools put into use.

Description	Seized	Forfeited To Agency	Returned to Defendants/Respondents	Put into use by Agency
-------------	--------	---------------------	------------------------------------	------------------------

IV. Forfeited Property Received

Forfeited Property Received From Another Agency

Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.

A) Motor Vehicles: 0

B) Real Property: 0

C) Computers: 0

D) Firearms: 0

E) Other: 0

V. Forfeited Property Transferred/Loaned

Forfeited Property Transferred or Loaned to Another Agency

Enter the total number of items transferred or loaned from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.

A) Motor Vehicles: 0

B) Real Property: 0

C) Computers: 0

D) Firearms: 0

E) Other: 0

VI. Expenditures: A - D

A) Salaries

- 1) Increase of Salary, Expense
or Allowance for Employees (Salary Supplements): \$0.00
- 2) Salary Budgeted Solely
From Forfeited Funds: \$0.00
- 3) Number of Employees Paid
Using Forfeiture Funds: 0

- 4) TOTAL SALARIES PAID
OUT OF CHAPTER 59 FUNDS: \$0.00

Total Salaries from Mailed
Form:

B) Overtime

- 1) For Employees Budgeted by
Governing Body: \$0.00
- 2) For Employees Budgeted
Solely out of Forfeiture Funds: \$0.00
- 3) Number of Employees Paid
Using Forfeiture Funds: 0

- 4) TOTAL OVERTIME PAID
OUT OF CHAPTER 59 FUNDS: \$0.00

Total Overtime from Mailed
Form:

C) Equipment

- 1) Vehicles: \$0.00
- 2) Computers: \$0.00
- 3) Firearms, Protective Body
Armor, Personal Equipment: \$0.00
- 4) Furniture: \$0.00
- 5) Software: \$0.00
- 6) Maintenance Costs: \$0.00

8) K9 Related Costs: \$0.00

9) Other (Must provide detail in
box below): \$0.00

Description:

10) TOTAL EQUIPMENT
PURCHASED WITH \$0.00
CHAPTER 59 FUNDS:

Total Equipment from Mailed
Form:

D) Supplies

1) Office Supplies: \$0.00

2) Mobile Phone and Data
Account Fees: \$0.00

3) Internet: \$0.00

4) Other (Must provide detail in
box below): \$0.00

Description:

5) TOTAL SUPPLIES
PURCHASED WITH \$0.00
CHAPTER 59 FUNDS:

Total Supplies from Mailed
Form:

VI. Expenditures: E

E) Travel

1) In State Travel

a) Transportation: \$0.00

b) Meals & Lodging: \$0.00

c) Mileage: \$0.00

e) Total In State Travel: \$0.00

Total In State Travel from
Mailed Form:

2) Out of State Travel

a) Transportation: \$0.00

b) Meals & Lodging: \$0.00

c) Mileage: \$0.00

d) Incidental Expenses: \$0.00

e) Total Out of State Travel: \$0.00

Total Out of State Travel from
Mailed Form:

3) Total Travel Paid Out of Chapter 59 Funds

Total Travel Paid Out of
Chapter 59 Funds: \$0.00

Total Travel from Mailed Form:

VI. Expenditures: F - G

F) Training

1) Fees (Conferences,
Seminars): \$0.00

2) Materials (Books, CDs,
Videos, etc.): \$0.00

3) Other (Must provide detail in
box below): \$0.00

Description:

4) TOTAL TRAINING PAID
OUT OF CHAPTER 59 \$0.00

Total Training from Mailed
Form:

G) Investigative Costs

- 1) Informant Costs: \$0.00
- 2) Buy Money: \$0.00
- 3) Lab Expenses: \$0.00
- 4) Other (Must provide detail in
box below): \$0.00

Description:

5) TOTAL INVESTIGATIVE
COSTS PAID OUT OF \$0.00
CHAPTER 59 FUNDS:

Total Investigative Costs from
Mailed Form:

VI. Expenditures: H - N

H) Prevention / Treatment Programs / Financial Assistance / Donation

- 1) Total Prevention/Treatment
Programs (pursuant to 59.06 \$0.00
(d-3(6), (h), (j)):
- 2) Total Financial Assistance
(pursuant to Articles 59.06 (n) \$0.00
and (o)):
- 3) Total Donations (pursuant to \$0.00
Articles 59.06 (d-2)):
- 4) Total scholarships to
children of officers killed in the \$0.00
line of duty (pursuant to Article
59.06 (r)):

5) TOTAL
PREVENTION/TREATMENT
PROGRAMS/FINANCIAL
ASSISTANCE/DONATIONS
(Pursuant to Articles 59.06 \$0.00

auto-calculated when you
SAVE or switch sections:

Total
PREVENTION/TREATMENT
PROGRAMS/FINANCIAL
ASSISTANCE/DONATIONS
from Mailed Form:

I) Facility Costs

- 1) Building Purchase: \$0.00
- 2) Lease Payments: \$0.00
- 3) Remodeling: \$0.00
- 4) Maintenance Costs: \$0.00
- 5) Utilities: \$0.00
- 6) Other (Must provide detail in
box below): \$0.00

Description:

7) TOTAL FACILITY COSTS
PAID OUT OF CHAPTER 59 FUNDS: \$0.00

Total Facility Costs from
Mailed Form:

J) Miscellaneous Fees

- 1) Court Costs: \$0.00
- 2) Filing Fees: \$0.00
- 3) Insurance: \$0.00
- 4) Witness Fees (including
travel and security): \$0.00
- 5) Audit Costs and Fees
(including audit preparation
and professional fees): \$0.00
- 6) Other (Must provide detail in
box below): \$0.00

Description:

7) Total Miscellaneous Fees
Paid Out of Chapter 59 Funds
- This will be auto-calculated \$0.00

Total Miscellaneous Costs
from Mailed Form:

K) Paid to State Treasury / General Fund / Health & Human Services Commission

1) Total paid to State Treasury
due to lack of local agreement
pursuant to 59.06 (c): \$0.00

2) Total paid to State Treasury
due to participating in task
force not established in
accordance with 59.06 (q)(1): \$0.00

3) Total paid to General Fund
pursuant to 59.06 (c-3) (C)
(Texas Department of Public
Safety only): \$0.00

4) Total forfeiture funds
transferred to the Health and
Human Services Commission
pursuant to 59.06 (p): \$0.00

5) TOTAL PAID TO STATE
TREASURY/ GENERAL
FUND/ HEALTH & HUMAN
SERVICES COMMISSION
OUT OF CHAPTER 59
FUNDS: \$0.00

Total Paid to State
Treasury/General fund/ Health
& Human Services
Commission from Mailed
Form:

L) Total Paid to Cooperating Agency(ies) Pursuant to Local Agreement

TOTAL PAID TO
COOPERATING
AGENCY(IES) PURSUANT
TO LOCAL AGREEMENT: \$0.00

M) Total Other Expenses Paid Out of Chapter 59 Funds Which Are Not Accounted For In Previous Categories

TOTAL OTHER EXPENSES
PAID OUT OF CHAPTER 59
FUNDS WHICH ARE NOT
ACCOUNTED FOR IN \$0.00
PREVIOUS CATEGORIES
(Must provide detail in box
below):

Description:

N) Total Expenditures

TOTAL EXPENDITURES: \$0.00

Total Expenditures from Mailed
Form:

Financial Professional Signature

After signing and pressing "Save", using your email address and password account access, and pursuant to the terms of service, you certify that you swear or affirm that the Commissioners Court, City Council or Head of Agency (if no governing body) has requested that you conduct the audit required by Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, you believe that the information contained in this report is true and correct to the best of your Knowledge.

Do you acknowledge the
above terms : Yes

Typed Name of
Auditor/Treasurer/Accounting
Professional/Preparer:: Jeanna Willhelm

Title: County Auditor

Head of Agency Certification

After signing and pressing "Submit" using your email address and password account access, and pursuant to the terms of service you swear or affirm, under penalty of perjury, that you have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. You further swear or affirm that, to the best of your knowledge, all expenditures reported herein were lawful and proper, and made in accordance with Texas law.

Do you acknowledge the
above terms : Yes

Year: 2020

Typed Name of Head of
Agency:: Darin Mitchell

Title: Sheriff

Contract for Fines and Fees Collection Services

STATE OF TEXAS

COUNTY OF WINKLER

THIS CONTRACT (hereinafter "AGREEMENT") is made and entered into by and between WINKLER COUNTY, acting herein by and through its governing body, hereinafter styled "CLIENT", and Linebarger Goggan Blair & Sampson, LLP, hereinafter styled "FIRM".

Article I

Nature of Relationship and Authority for Contract

1.01 The parties hereto acknowledge that this AGREEMENT creates an attorney-client relationship between CLIENT and FIRM.

1.02 The CLIENT hereby employs the FIRM to provide the services hereinafter described for compensation hereinafter provided.

1.03 This AGREEMENT is entered into pursuant to and as authorized by Subsection (a) of ART. 103.0031, Texas Code of Criminal Procedure.

Article 2

Scope of Services

2.01 CLIENT agrees to employ and does hereby employ FIRM to provide specific legal services provided herein and enforce the collection of delinquent court fees and fines that are subject to this AGREEMENT, pursuant to the terms and conditions described herein. Such legal services shall include but not be limited to recommendations and legal advice to CLIENT to take legal enforcement action; representing CLIENT in any dispute or legal challenge over authority to collect such court fees and fines; defending CLIENT in litigation or challenges of its collection authority; and representing CLIENT in collection interests in bankruptcy matters as determined by FIRM and CLIENT. This AGREEMENT supersedes all prior oral and written agreements between the parties regarding court fees and fines, and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

2.02 The CLIENT may from time-to-time specify in writing additional actions that should be taken by the FIRM in connection with the collection of the fines and fees that are subject to this AGREEMENT. CLIENT further constitutes and appoints the FIRM as CLIENT's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to pursue collection of the CLIENT's claims.

2.03 Fines and fees that are subject to this AGREEMENT are those that are more than sixty (60) days past due as of the effective date hereof and those that become more than

sixty (60) days past due during the term hereof. As used in this section, "more than 60 days past due" has that meaning assigned by Subsection (f) of Art. 103.0031, Texas Code of Criminal Procedure [as amended by Senate Bill 782, 78th Legislature (2003), effective June 18, 2003]. The meaning assigned to the phrase "more than 60 days past due" shall, for the term and purposes of this AGREEMENT, survive any future amendments to, or repeal of, Article 103.0031, Texas Code of Criminal Procedure, or any parts thereof.

2.04 The CLIENT agrees to provide to the FIRM data regarding any fines and fees that are subject to this AGREEMENT. The data shall be provided by electronic medium in a file format specified by the FIRM. The CLIENT and the FIRM may from time-to-time agree in writing to modify this format. The CLIENT shall provide the data to the FIRM not less frequently than weekly.

2.05 The FIRM, in all communications seeking the collection of fines and fees, shall direct all payments directly to the CLIENT at an address designated by the CLIENT. If any fines and fees are paid to the FIRM, said payments shall be expeditiously turned over to the CLIENT.

Article 3 *Compensation*

3.01 The CLIENT agrees to pay the FIRM as compensation for the services required hereunder thirty (30%) percent of the total amount of all the fines and fees [exclusive of any collection fee assessed by the CLIENT pursuant to Subsection (b) of Article 103.0031, Texas Code of Criminal Procedure] subject to the terms of this AGREEMENT as set forth in Section 2.03 above that are collected by the CLIENT during the term of this AGREEMENT. All compensation shall become the property of the FIRM at the time payment of the fines and fees is made to the CLIENT.

3.02 The CLIENT shall pay the FIRM by the twentieth day of each month all compensation earned by the FIRM for the previous month as provided in this Article 3. The CLIENT shall provide an accounting showing all collections for the previous month with the remittance.

Article 4 *Intellectual Property Rights*

4.01 The CLIENT recognizes and acknowledges that the FIRM owns all right, title and interest in certain proprietary software that the FIRM may utilize in conjunction with performing the services provided in this AGREEMENT. The CLIENT agrees and hereby grants to the FIRM the right to use and incorporate any information provided by the CLIENT ("CLIENT Information") to update the databases in this proprietary software, and, notwithstanding that CLIENT Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the CLIENT shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the CLIENT shall be entitled to obtain a copy of such data that directly relates to the CLIENT's accounts at any time.

4.02 The FIRM agrees that it will not share or disclose any specific confidential CLIENT Information with any other company, individual, organization or agency, without the prior written consent of the CLIENT, except as may be required by law or where such information is otherwise publicly available. It is agreed that the FIRM shall have the right to use CLIENT Information for internal analysis, improving the proprietary software and database, and generating aggregate data and statistics that may inherently contain CLIENT Information. These aggregate statistics are owned solely by the FIRM and will generally be used internally, but may be shared with the FIRM's affiliates, partners or other third parties for purposes of improving the FIRM's software and services.

Article 5

Costs

5.01 The FIRM and CLIENT recognize that certain costs may be incurred in the process of providing any additional services contemplated in Section 2.02 above or in providing any special litigation services. The CLIENT agrees that all such costs shall be billed to the CLIENT, but that the FIRM will either (i) advance such costs on behalf of the CLIENT or, (ii) when possible, arrange with the vendor or agency providing the service that the costs of services will not be paid unless and until such costs are recovered by the CLIENT from the debtor.

5.02 The CLIENT acknowledges that the FIRM may provide such services with its own employees or with other entities or individuals who may be affiliated with the FIRM, but the FIRM agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party.

5.03 The CLIENT agrees that upon the recovery of such costs, the CLIENT will (i) pay the FIRM for any such costs that have been advanced by the FIRM or performed by the FIRM and (ii) pay any third party agency or vendor owed for performing such services.

Article 6

Term and Termination

6.01 This AGREEMENT shall be effective MARCH 1, 2021 (the "Effective Date") and shall expire on FEBRUARY 28, 2024 (the "Expiration Date") unless extended as hereinafter provided.

6.02 Unless prior to sixty (60) days before the Expiration Date, the CLIENT or the FIRM notifies the other in writing that it does not wish to continue this AGREEMENT beyond its initial term, this AGREEMENT shall be automatically extended for an additional one year period without the necessity of any further action by either party. In the absence of any such sixty (60) day notice by either the CLIENT or the FIRM, the AGREEMENT shall continue to automatically renew for additional and successive one-year terms in the same manner at the end of each renewal period.

6.03 If, at any time during the initial term of this AGREEMENT or any extension hereof, the CLIENT determines that the FIRM's performance under this AGREEMENT is unsatisfactory, the CLIENT shall notify the FIRM in writing of the CLIENT's determination. The notice from the CLIENT shall specify the particular deficiencies that the CLIENT has observed in the FIRM's performance. The FIRM shall have sixty (60) days from the date of the notice to cure any such deficiencies. If, at the conclusion of that sixty (60) day remedial period, the CLIENT remains unsatisfied with the FIRM's performance, the CLIENT may terminate this AGREEMENT effective upon the expiration of thirty (30) days following the date of written notice to the FIRM of such termination ("Termination Date").

6.04 Whether this AGREEMENT expires or is terminated, the FIRM shall be entitled to continue to collect any items and to pursue collection of any claims that were referred to and placed with the FIRM by the CLIENT prior to the Termination Date or Expiration Date for an additional ninety (90) days following termination or expiration. The CLIENT agrees that the FIRM shall be compensated as provided by Article 3 for any such item or pending matters during the ninety (90) day period.

6.05 The CLIENT agrees that the FIRM shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the CLIENT, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this AGREEMENT constitutes a waiver by the FIRM of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any ninety (90) day period under Section 6.04 does not constitute any such waiver by the FIRM.

Article 7 *Miscellaneous*

7.01 Subcontracting. The FIRM may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the FIRM will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

7.02 Arbitration. Any controversy between the parties to this AGREEMENT involving the construction or application of any of the terms, covenants, or conditions of this AGREEMENT shall, on the written request of one party served on the other, be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the Texas General Arbitration Act.

7.03 Integration. This AGREEMENT contains the entire AGREEMENT between the parties hereto and may only be modified in a written amendment, executed by both parties.

7.04 Representation of Other Governmental Entities. The CLIENT acknowledges and consents to the representation by the FIRM of other governmental entities that may be

seeking the payment of fines and fees or other claims from the same person(s) as the CLIENT.

7.05 Notices. For purposes of sending any notice under the terms of this contract, all notices from CLIENT shall be sent to FIRM by certified United States mail, or delivered by hand or by courier, and addressed as follows:

Linebarger Goggan Blair & Sampson, LLP
Attention: Director of CMS
P.O. Box 17428
Austin, Texas 78760-7428

All notices from the FIRM to the CLIENT shall be sent to CLIENT by certified United States mail, or delivered by hand or by courier, and addressed as follows:

Winkler County
Attn: County Judge
P.O. Drawer Y
Kermit, TX 79745

7.06. *Compliance with Tx. Govt. Code §2270.002.* In order to comply with Tx. Govt. Code §2270.002, the Firm verifies that it does not boycott Israel and will not boycott Israel during the term of the contract.

EXECUTED ON the _____ day of FEBRUARY, 2021.

WINKLER COUNTY

By: _____
HON. CHARLES WOLF

Linebarger Goggan Blair & Sampson, LLP

By: _____
MARK A. FLOWERS, CAPITAL PARTNER
For the FIRM

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are Interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Lineberger Goggan Blair & Sampson LLP
Odessa, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Winkler County

DRAFT

3 Provide the Identification Number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

FF-2021-01
Collection of past due fees and fines

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



Winkler County Airport
Wink, Texas
TxDOT CSJ No. 1906WINKL-REBID
PARKHILL PROJECT NO. 01.4097.18

SUMMARY OF CONTRACT ITEMS - TxDOT Project No. 1906WINKL-REBID; Little Manufacturing ----- FINAL PAY REQUEST

AIRFIELD PAVEMENT REHABILITATION			BID INFORMATION				TOTAL WORK PERFORMED TO DATE		
ITEM	SPEC	DESCRIPTION OF ITEM	Quantity	Unit	Unit Price	Amount	Final Quantity	Quantity Change	Final Amount
BASE BID - Rehabilitate Runway 13-31 (NPI Marking)									
1	C-105	Contractor Mobilization	1	LS	\$5,502.00	\$5,502.00	1	0.00	\$5,502.00
2	P-101	Asphalt joint and crack repair, remove existing sealant, 1/4 to 1 1/2 inch width (excluding sealant material)	38,100	LF	\$1.00	\$38,100.00	35,768	(332.00)	\$35,768.00
3	P-805	Joint Sealing Filler	38,100	LF	\$1.00	\$38,100.00	35,768	(332.00)	\$35,768.00
4	P-620	Runway and Taxiway marking	38,870	SF	\$2.00	\$77,740.00	32,484	(8,406.50)	\$64,927.00
5	P-631	Refined Coal Tar Emulsions for slurry coat	57,735	SY	\$1.65	\$95,262.75	57,544	(191.00)	\$94,971.80
BASE BID - Rehabilitate Taxiway A & B									
1	C-105	Contractor Mobilization	1	LS	\$2,500.00	\$2,500.00	1	0.00	\$2,500.00
2	P-101	Asphalt joint and crack repair, remove existing sealant, 1/4 to 1 1/2 inch width (excluding sealant material)	152200	LF	\$1.00	\$152,200.00	150,436	(1,764.00)	\$150,436.00
3	P-805	Joint sealing filler	152200	LF	\$1.00	\$152,200.00	150,436	(1,764.00)	\$150,436.00
4	P-620	Runway and taxiway marking	5175	SF	\$2.50	\$12,937.50	3,618	(1,557.00)	\$9,045.00
5	P-631	Refined coal tar emulsions for slurry coat	30577	SY	\$1.65	\$50,452.05	34,789	4,212.00	\$57,401.65
6	L-125	Taxiway Centerline Retroreflective Markers (Green)	152	EA	\$30.00	\$4,560.00	156	3.00	\$4,680.00
7	L-125	Taxiway Edge Retroreflective markers (Blue)	120	EA	\$30.00	\$3,600.00	127	7.00	\$3,810.00
BASE BID - Rehabilitate Taxiway C									
1	C-105	Contractor Mobilization	1	LS	\$2,500.00	\$2,500.00	1	0.00	\$2,500.00
2	P-101	Asphalt joint and crack repair, remove existing sealant, 1/4 to 1 1/2 inch width (excluding sealant material)	27900	LF	\$1.00	\$27,900.00	26,561	(1,339.00)	\$26,561.00
3	P-805	Joint Sealing Filler	27,900	LF	\$1.00	\$27,900.00	26,561	(1,339.00)	\$26,561.00
4	P-620	Runway and taxiway marking	1,330	SF	\$2.50	\$3,325.00	637	(693.00)	\$1,592.50
5	P-631	Refined Coal tar emulsions for slurry coat	5,002	SY	\$1.65	\$8,253.30	5,463	461.00	\$9,013.95
6	L-125	Taxiway centerline retroreflective markers (Green)	28	EA	\$30.00	\$840.00	26	(2.00)	\$780.00
7	L-125	Taxiway Edge Retroreflective markers (Blue)	25	EA	\$30.00	\$750.00	26	1.00	\$780.00
BASE BID - Rehabilitate Terminal Apron & Hanger Access Taxiway									
1	C-105	Contractor Mobilization	1	LS	\$2,500.00	\$2,500.00	1	0.00	\$2,500.00
2	P-101	Asphalt joint and crack repair, remove existing sealant, 1/4 to 1 1/2 inch width (excluding sealant material)	5,300	LF	\$1.40	\$7,420.00	4,986	(314.00)	\$6,980.40
3	P-805	Joint sealing filler	5,300	LF	\$1.40	\$7,420.00	4,986	(314.00)	\$6,980.40
4	P-620	Runway and taxiway marking	70	SF	\$6.00	\$420.00	30	(40.00)	\$180.00
5	P-631	Refined coal tar emulsion for slurry coat	9,758	SY	\$1.65	\$16,100.70	4,392	(5,366.00)	\$7,246.80
Construction Phasing & Safety Measures (all phases)									
1	PSC P-140	Temporary barricades and marking for pavement closure (for Base bid)	1	LS	\$5,000.00	\$5,000.00	1	0.00	\$5,000.00
Add. Alternate 1 - Rehabilitate Hanger Apron									
A1.1	C-150	Contractor mobilization	1	LS	\$10,000.00	\$10,000.00	1	0.00	\$10,000.00
A1.2	P-101	Asphalt joint and crack repair, remove existing sealant, 1/4 to 1 1/2 inch width (excluding sealant material)	10,300	LF	\$1.40	\$14,420.00	19,264	8,964.00	\$26,969.60
A1.3	P-805	Joint sealing filler	10,300	LF	\$1.40	\$14,420.00	19,264	8,964.00	\$26,969.60
A1.4	P-631	Refined coal tar emulsions for slurry coat	13,084	SY	\$1.65	\$21,588.60	13,186	102.00	\$21,756.90
A1.5	P-152	Unclassified excavation (remove 24 inches)	191	CY	\$250.00	\$47,750.00	185	(6.00)	\$46,250.00
A1.6	Item 351	Structural pavement repair	287	SY	\$250.00	\$71,750.00	295	8.00	\$73,750.00
A1.7	Item 247	Flexible base (Type D, Grade 1 or 2, Three-7 inch lifts, 21 inch total depth)	287	SY	\$287.00	\$82,369.00	278	(9.00)	\$79,786.00
A1.8	Item 340	(Two 1/2 inch lifts, 3-inch thickness total)	45	TON	\$351.00	\$15,795.00	58	13.00	\$20,358.00
A1.9	P-620	Runway and taxiway marking	163	SF	\$6.00	\$978.00	105	(58.00)	\$630.00
Add. Alternate 2 - Rehabilitate Runway 4-22 (Visual Marking)									
A2.1	C-105	Contractor Mobilization	1	LS	\$2,500.00	\$2,500.00	1	0.00	\$2,500.00
A2.2	P-101	Asphalt joint and crack repair, remove existing sealant, 1/4 to 1 1/2 inch width (excluding sealant material)	96,600	LF	\$1.35	\$130,410.00	88,932	(7,668.00)	\$120,058.20
A2.3	P-805	Joint sealant filler	96,600	LF	\$1.35	\$130,410.00	88,932	(7,668.00)	\$120,058.20
A2.4	P-620	Runway and taxiway marking	5,709	SF	\$2.50	\$14,272.50	5,280	(429.00)	\$13,200.00
A2.5	P-631	Refined coal tar emulsions for slurry coat	39,097	SY	\$1.65	\$64,510.05	34,382	(4,715.00)	\$56,730.30
TOTAL (Base Bid + Add Alt. 1 + Add Alt. 2)						\$1,360,656.45			\$1,330,864.30

Payment to Date **1,290,165.50**
Total Due (Final Pay Request) **\$40,718.80**

CONCURRENCE AND CERTIFICATION OF Resident Project Representative - I have examined this periodic cost estimate, and concur in the certificate of the contractor and certify that the materials used and the construction accomplished meet the requirements of the plans and specifications as evidenced by certified tests and inspections.

Resident Project Representative or Engineer Signature: _____ Date: 2/3/2021
Printed Name of Signer: Bijan T. Jamalabad