

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

TIME: 9:00 O'CLOCK A.M.
DATE: MONDAY, SEPTEMBER 14, 2020
PLACE: VIRTUAL MEETING

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

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

1. Call Meeting to Order.
2. Consent Agenda Items:
 - (a) Approve payroll.
 - (b) Approve bills over \$500.00.
 - (c) Approve claims against county.
 - (d) Accept donation by Commissioner Williams of outdoor bistro set for Winkler County Recreation Center in the amount of \$795.73.
 - (e) Accept donation by Permian Road Coalition of equipment to the Kermit and Wink Volunteer Fire Departments in the approximate amount of \$160,000.00.
 - (f) Consider for approval request of Winkler County Historical Commission to use the pavilion at Winkler County Park in Kermit on November 14, 2020 for Ranchers' Stories.
 - (g) Consider for approval payment in the amount of \$30,346.17 for Winkler County's 4th Quarter pro-rate share of the 2020 Appraisal District Budget.
 - (h) Consider for approval 2021 Texas Department of Transportation Grant for Routine Airport Maintenance Program (RAMP) between Winkler County and Texas Department of Transportation in the amount of \$70,000.00 with County share of \$35,000.00 (1/2) and State share of \$35,000.00 (1/2).
 - (i) Consider for approval Contract for Detention Services between Midland County Juvenile Probation and Winkler County for the period of September 1, 2020 and August 31, 2021.
 - (j) Consider for approval payment to D.K. Boyd Land & Cattle Co., for caliche and topsoil in the amount of \$7,575.00 from budgeted lateral road funds.
3. Consider for approval Interlocal Ambulance Service Agreement between Winkler County and the City of Kermit for the period of October 1, 2020 to September 30, 2021.
4. Consider for approval Interlocal Ambulance Service Agreement between Winkler County and the City of Wink for the period of October 1, 2020 to September 30, 2021.
5. Consider, discuss, and approve Inmate Agreement between Winkler County and the City of Kermit effective October 1, 2020 for housing of city prisoners in Winkler County Law Enforcement Center.
6. Consider for approval Agreement between Winkler County and Winkler County Hospital District for the period of October 1, 2020 through September 30, 2021 for the preparation of meals for the home delivered meals program.

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7. Consider, discuss, and approve purchase and installation of new 100kW generator for the Winkler County Law Enforcement Center from Warren Cat in an amount not to exceed \$49,999.00 from capital expenditures.
8. Consider, discuss, and approve installation of Guardian RFID for Winkler County Law Enforcement Center in an amount not to exceed \$22,000.00 from capital expenditures and committed funds.
9. Consider for approval payment to Kermit Motor Co., Inc., for one (1) 2020 Ford F350 Supercab VIN# 1FD8X3HT0LED96223 for Kermit Volunteer Fire Department in the amount of \$43,760.00 from committed funds.
10. Consider, discuss, and take necessary action on repair of air conditioner on Precinct 2 Hamm Roller in the amount of \$9,070.90 from budgeted funds.
11. Consider for approval purchase of three (3) radios from Motorola Solutions for Sheriff's Office vehicles in the amount of \$10,716.00 from capital expenditures.
12. Consider for approval payment to Sutton Pump & Supply for poly pipe at Winkler County Golf Course in the amount of \$12,233.09 from budgeted funds.
13. Consider for approval payment to Scott Merriman Inc., for Winkler County Tax Assessor/Collector abstract books in the amount of \$2,811.99 from budgeted funds.
14. Consider for approval payment to Tri-Star Services for one (1) Norstar St Bed and one (1) replacement bumper for Kermit Volunteer Fire Department 2020 Ford F350 in the amount of \$5,550.00 from capital and committed funds.
15. Consider for approval quote from Husky Mechanical, LLC, for replacement of two air conditioning units at Winkler County Recreation Center in the amount of \$21,172.16 from committed capital funds.
16. Consider for approval advertising for bids for golf cart space at the Winkler County Golf Course.
17. Appoint presiding judge and alternate judge for each voting precinct and set salaries and voting places.
18. Consider for approval Amendment to Software as a Service (SaaS) and Professional Services Agreement between Tyler Technologies, Inc., and Winkler County for the period September 30, 2020 through September 30, 2024 for Software Licenses and ASP Fee and Implementation Services for court system.
19. Approve change orders and modifications for Winkler County Courthouse.
20. Approve Winkler County Courthouse construction claims.
21. Approve change orders and modifications for Kermit Community Center.
22. Approve Kermit Community Center construction claims.
23. Approve change orders and modifications for Winkler County Golf Course.
24. Approve Winkler County Golf Course construction claims.
25. Approve change orders and modifications for Winkler County Airport.
26. Approve Winkler County Airport construction claims.
27. Approve Winkler County EMS construction claims.
28. Receive monthly reports from county officials.
29. Discuss and approve line item adjustments.

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30. Discuss and approve budget amendments.

9:30 a.m.

31. Conduct public hearing on proposed 2021 county budget.

32. Vote on proposed tax rate and confirm public hearing date of September 28, 2020 at 9:00 a.m.

33. Vote to set salaries, expenses and other allowances of all county elected officers, precinct officers, appointed officers, and all county employees for fiscal year 2021.

34. Budget workshop.

35. Adjourn.



Order #WM16064736

Placed on: Aug 26, 2020

Billing Information

Hope Fernandez Williams
112 Jackson
KERMIT TX 79745

Item	Price/Item	Qty	Line Total
Ship To Home (1 item) 548 South East Avenue , KERMIT, TX 79745			

Noble House Palm Desert 30 in. Matte Black 3-Piece Metal Round Outdoor Bistro Set	\$245.03 \$288.27 Saved 15%	3	\$735.09
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Expect it on Sep 23

Subtotal	\$735.09
Shipping	FREE
Sales Tax	\$60.64
Total	\$795.73
You Saved	\$172.46

Need help?
Online Customer Support:
1-800-430-3376

Call 7 days a week:
6 a.m. to 2 a.m. EST

*Agenda Sept 14 2020
Donated to Recreation Center
by Mrs. Williams*

Item Description	Serial Number	Location	
10# Fire Extinguisher	Model B456	WVFD	
10# Fire Extinguisher	Model B456	WVFD	
10# Fire Extinguisher	Model B456	KVFD	
10# Fire Extinguisher	Model B456	KVFD	
H2S Monitor BWC2-H	5220BWC01201704334	WVFD	
H2S Monitor BWC2-H	5220BWC01201704354	WVFD	
H2S Monitor BWC2-H	5220BWC01201704324	KVFD	
H2S Monitor BWC2-H	5220BWC01201704320	KVFD	
20# Fire Extinguisher	Model A411	WVFD	
20# Fire Extinguisher	Model A411	WVFD	
20# Fire Extinguisher	Model A411	WVFD	
20# Fire Extinguisher	Model A411	WVFD	
Pelican 9490 RALS	1811894	WVFD	
Pelican 9490 RALS	1810775	WVFD	
Pelican 9490 RALS	1803239	KVFD	
Pelican 9490 RALS	1808328	KVFD	
Hurst JAWS	366878-07	WVFD	
Hurst JAWS	366879-07	WVFD	
Hurst JAWS	366385-04	KVFD	
Hurst JAWS	366879-03	KVFD	
Powerflare Light Kit	Model PF-200	WVFD	
Powerflare Light Kit	Model PF-200	WVFD	
Powerflare Light Kit	Model PF-200	KVFD	
Powerflare Light Kit	Model PF-200	KVFD	
2 Lg. Fire Ext. Brkts.		WVFD	
2 Sm. Fire Ext. Brkts.		WVFD	
2 Lg. Fire Ext. Brkts.		KVFD	
2 Sm. Fire Ext. Brkts.		KVFD	

Winkler County Appraisal District

107 East Winkler - P.O. Box 1219

Kermit, Texas 79745

(432) 586-2832

Fax (432) 586-3674

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

August 28, 2020

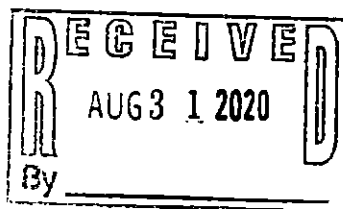
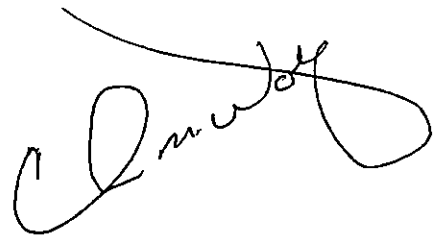
Winkler County
Attn: Judge Charles Wolf
Drawer Y
Kermit, Tx 79745

4th Quarter 2020

The County's pro-rate share for the 2020 Appraisal District Budget, due by October 1, 2020 will be \$30,346.17.

Thank you,

Winkler County Appraisal District



**TEXAS DEPARTMENT OF TRANSPORTATION
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM
(State Assisted Airport Routine Maintenance)**

TxDOT Project ID: M2106WNKC

Part I - Identification of the Project

TO: The County of Winkler, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the County of Winkler, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and the Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the WINK - WINKLER COUNTY Airport.

Part II - Offer of Financial Assistance

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for fifty percent (50%) of the eligible project costs for this project or \$50,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

Work shall be accomplished by August 31, 2021, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.

5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 50% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

Part III - Sponsor Responsibilities

1. In accepting this Grant, if applicable, the Sponsor guarantees that:
 - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
 - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
 - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
 - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and
 - e. through the fence access shall be reviewed and approved by the State; and
 - f. it shall not permit non-aeronautical use of airport facilities without prior approval of the State; and

- g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
- h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
- i. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or another revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent grant or loan, Sponsor has complied with the requirements of this subparagraph; and
- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
- k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.
- l. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.

2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

Part IV - Nomination of the Agent

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
 - a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
 - b. enter into contracts as necessary for execution of scope of services;
 - c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;
 - d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
 - e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
 - f. reimburse sponsor for approved contract maintenance costs no more than once a month.

Part V - Recitals

1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.

3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
 - a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.
 - b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VI - Acceptances

Sponsor

The County of Winkler, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

The County of Winkler, Texas

Sponsor

Charles Wolf

Sponsor Signature

County Judge

Sponsor Title

2020-08-31

Date

Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS

TEXAS DEPARTMENT OF TRANSPORTATION

Dan Harmon

Signature

Director, TxDOT Aviation Division

Title

2020-09-01

Date

Attachment A

Scope of Services
TxDOT Project ID: M2106WNKC

Eligible Scope Item	Estimated Costs Amount A	State Share Amount B	Sponsor Share Amount C
GENERAL MAINTENANCE	\$70,000.00	\$35,000.00	\$35,000.00
TOTAL	\$70,000.00	\$35,000.00	\$35,000.00

Charles Wolf

Sponsor Signature

County Judge

Sponsor Title

2020-08-31

Date

GENERAL MAINTENANCE: As needed, Sponsor may contract for services / purchase materials for routine maintenance / improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide / application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

CERTIFICATION OF AIRPORT FUND

TxDOT Project ID: M2106WNKC

The County of Winkler, Texas, does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

Charles Wolf

Sponsor Signature

County Judge

Sponsor Title

2020-08-31

Date

Certification of State Single Audit Requirements

I, Charles Wolf, do certify that the County of Winkler, Texas, will comply with all requirements of the State of Texas Single Audit Act if the County of Winkler, Texas, spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the County of Winkler, Texas, will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

Charles Wolf

Sponsor Signature

County Judge

Sponsor Title

2020-08-31

Date

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT Project ID: M2106WNKC

The County of Winkler, Texas, designates,

Charles M. Wolf, County Judge as the Sponsor's authorized
(Name, Title)

representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

Charles Wolf

Sponsor Signature

County Judge

Sponsor Title

2020-08-31

Date

DESIGNATED REPRESENTATIVE

Charles M. Wolf

First Name, Last Name

County Judge

Title

100 E Winkler St

Judges Office

Address

4325866658

Phone Number

charles.wolf@co.winkler.tx.us

Email Address

The State of Texas

§
§
§
§

County of Midland

CONTRACT FOR DETENTION SERVICES

WHEREAS the Midland County Juvenile Board, (herein MCJB), in order to carry out and conduct its juvenile justice program in accordance with the Texas Family Code has need of the use of detention facilities to house and maintain children of juvenile age and referred for an act of delinquency or an act indicating a need for supervision, during pre-trial status; and

WHEREAS, the Midland County Juvenile Probation Department (herein Midland County Juvenile Probation) operates the Barbara Culver Juvenile Justice Center (herein also the "facility"), having been duly inspected, certified and designated by the MCJB and the Texas Juvenile Justice Department (herein TJJD) as being suitable for the detention of children under the provisions of Title III of the Texas Family Code;

NOW THEREFORE, MCJB will allow the Winkler County Juvenile Probation Department (herein Department) to use the Barbara Culver Juvenile Justice Center on the following agreed terms and conditions:

Article I Effective Date

Regardless of the date of execution, this contract (herein also "agreement") shall become effective September 1, 2020 and shall continue from year to year unless terminated by either party.

Article II Termination of Contract

It is understood and agreed that either party may terminate this agreement by written notice to the other party, by certified mail, or personal delivery at the address shown herein.

The Department shall be responsible for the removal of all children placed in the facility on or before the termination notice.

Upon termination of this contract under any provision, Midland County Juvenile Probation shall be entitled to receive only the unpaid accrued compensation as of the date of removal and shall repay any funds advanced for services not yet rendered.

Article III Program Components

It is the intent of the MCJB and Midland County Juvenile Probation to comply with all contractual requirements placed on the Barbara Culver Juvenile Justice Center by the State of Texas and its agencies including specifically defined contractual goals, output, and measurable outcomes.

MCJB and the Department, agree the Goals of this program are as follows:

1. Provide a safe and secure environment, with room, board, supervision, and care, 24 hours a day, 365 days a year on an as available basis.
2. Provide education services to detained youth during times when Midland Independent School District is in session.
3. Provide a structured daily program.

Article IV Department Duties

Department shall provide the following:

1. A copy of all appropriate paperwork required by TJJD for placement, including; but not limited to, an Order of Detention, a medical release, and a verification of visitor's form.
2. Transportation to and from Department to the Barbara Culver Juvenile Justice Center.
3. All cost incurred for the purchase of prescription medications, medical care, (emergency and otherwise), psychological evaluations, or hospitalization. The Administrator or designee of the facility is authorized to secure the forgoing services at the expense of the Department. The facility, or its designee, shall notify the Department of such medical situations as soon as reasonably possible and in no case later than 24 hours of its occurrence.

Article V Duties of Midland County Juvenile Probation

Midland County Juvenile Probation shall provide the following:

1. Detention bed space for the use and benefit of children placed in the detention

center on an as available basis.

2. Acceptance of any qualified child without regard to race, religion, creed, color, sex, national origin, or disability;
3. Access to the behavioral records on each child detained under this contract upon written request from the Department.
4. Maintain and allow inspection, audit or reproduction by authorized representative of the Comptroller General of the United States, Department of Justice and the State of Texas, books, documents and records of the facility which are directly pertinent to that specific contract for the purpose of audit, experimentation, excerpts and transcriptions;
5. Retain applicable records for a minimum of three years or until any pending audits and any questions have been resolved;
6. Account separately for the receipt and expenditure of any and all funds received under this contract; and,
7. Adhere to all applicable state and federal laws and regulations pertinent to Midland County Juvenile Probation's operation of the facility.
8. Comply with PREA Standards under Subpart D-Standards for Juvenile Facilities and will make the facility available to the contracting agency for monitoring of compliance with said standards.

Article VI Rates and Terms

The Department agrees to pay Midland County Juvenile Probation \$140 for each day a juvenile is detained.

Request for payment will be submitted by the 10th day of the following month and all payments shall be submitted to:

Midland County Juvenile Probation
3800 N. Lamesa Road
Midland, Texas 79705

A monthly activity summary including name of client(s) along with the number of days each client was detained will be provided to the Department. Each monthly billing will contain the name of client(s) for when payment is being requested along with the number of days each client was detained.

Article VII General Conditions

Children placed in the facility under the proper orders of the Juvenile Court of the Department shall remain in the facility or under the supervision of the staff of either party.

Children placed in the facility shall be removed by the Department, its agents, servants, or employees at the conclusion of the detention time in accordance with the Texas Family Code, unless a new order has been issued authorizing continued detention. A copy of the subsequent order shall be delivered to the facility prior to the expiration of the previous order.

Each child placed in the detention center shall be required to follow the rules and regulations of conduct at the facility as fixed and determined by administrator and the staff of the facility.

The Department shall immediately remove a child from the facility if the child is found to be, mentally unfit, dangerous, unmanageable, or physically unhealthy to the extent it might endanger the other occupants of the facility.

Article VIII Relationship of Parties

None of the provisions of this Contract are intended to create nor shall be deemed or construed to create any relationship between the parties other than that of independent governmental entities contracting with each other solely for the purpose of affecting the provisions of this Contract.

Article IX Civil Rights

Midland County Juvenile Probation shall comply at all times with all federal civil rights laws related to this Contract and both parties agree that no person shall be subjected to discrimination on the basis of race, color, sex, national origin, or disability in connection with any service or activity which is supported by federal or other public funds.

Article X Indemnification

The Department and Midland County Juvenile Probation shall indemnify and hold harmless the other from and against any and all claims, demands, costs, expenses, liabilities, and losses (including reasonable attorney's fees) which may arise out of any acts or failure to act of the indemnifying party, its employees, agents, board members, or contractors in connection with the

performance of services pursuant to this Agreement to the fullest extent permitted by the Constitution and laws of the State of Texas.

**Article XI
Miscellaneous**

This Contract constitutes the entire understanding between the parties, and no other agreements, representations or contract shall be binding on any of the parties unless set forth in writing and signed by all parties.

This Contract supersedes all other prior agreements, either oral or written between the parties with respect to the professional services to be provided by Midland County Juvenile Probation to the Department.

Each party to the Contract acknowledges that no inducements or promises, oral or otherwise, have been made by either party or anyone acting on behalf of either party that are not embodied in this Contract.

The invalidity or unenforceability of any term or provision of this Contract shall in no way affect the validity or enforceability of any other term or provision.

Neither party under this Contract shall have the right to assign or transfer its rights to any third party without the prior written consent of the other party.

MCJB shall not be liable for any excess costs if the failure to perform this agreement arises out of causes beyond the control and/or without the fault or negligence of the MCJB or Midland County Juvenile Probation.

The validity of this Contract and of any of its terms or provisions as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas and venue shall be in Midland County, Texas.

Executed in duplicate originals this 12 day of August, 2020.

Midland County Juvenile Board _____ **County Juvenile Board**

3800 N. Lamesa Road _____ (Address)

Midland, TX 79705 _____ (Address)

By: [Signature] _____

K. Kyle Peeler, Chairman _____, Chairman

D. K. BOYD LAND & CATTLE CO.

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

DATE: 09-04-20

INVOICE NO.: WC-CR101R-08-20001

INVOICE

TO: Winkler County
Drawer O
Kermit, Texas 79745

Attn: Billy Stevens

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

1. 1,515 yd³ caliche used for repair work on County
Roads @ \$5.00/yd³.

\$ 7,575.00

TOTAL:

\$ 7,575.00

RECEIVED

SEP 08 2020

AUDITOR'S OFFICE

Billy Stevens Agenda 9/14/2020

Net 10 Days - Payable to D.K. BOYD Land & Cattle Co.



Frying Pan Ranch

D. K. Boyd Oil and Gas Co.

LE Ranch

L/E

**INTERLOCAL AMBULANCE SERVICE AGREEMENT
WINKLER COUNTY AND CITY OF KERMIT**

Under the authority of Chapter 791, Texas Government Code, this Interlocal Ambulance Service Agreement is between Winkler County, Texas (County) and City of Kermit, Texas (Kermit) effective the 1st day of October, 2020 and continuing for a term of one (1) year, and may be renewed for successive terms of one (1) year by agreement by both parties unless cancelled as hereinafter provided.

This contract is for the mutual benefit of the parties for emergency health and life care, and the parties agree to be responsible therefore under the terms and provisions hereof and provide in the respective budgets for such obligation.

1. County operates an ambulance service in Winkler County, which is the subject of this contract. County will be the policy making entity of the ambulance service and will determine the number of ambulances or emergency vehicles (ambulances) and the personnel to operate the ambulances. County will pay all cost to maintain, repair and operate all ambulances including personnel payroll, social security, insurance and other benefits of the personnel, a location for the ambulances to be stationed, accept calls for ambulance service through Emergency 911 Service located at the Kermit Police Department, dispatch the ambulances and have overall management of the ambulance service.
2. Ownership of all ambulances and life-care equipment will be in County.
3. County shall timely notify Kermit's City Manager of any capital expenditure over \$50,000.00 for the purchase of any ambulance, equipment or life-care

equipment and it shall be presented for approval for payment by both parties, with County contributing fifty percent (50%) and Kermit contributing forty-three per cent (43.0%) of the capital expenditure agreed upon. The cities of Kermit and Wink's proportionate share will be recalculated annually and based upon ambulance runs for the preceding year.

4. It is agreed that Kermit shall subsidize the ambulance service by paying County \$1,200.00 per month.
5. This contract may be cancelled by mutual agreement of the parties hereto.

Signed by authority of the governmental entities effective the ____ day of _____, 2020.

WINKLER COUNTY, TEXAS

By: _____
Charles M. Wolf
Winkler County Judge

ATTEST:

Pam Greene
Winkler County Clerk

CITY OF KERMIT, TEXAS

By: _____
Jerry Phillips
Mayor of the City of Kermit

ATTEST:

Diana Franco
Kermit City Secretary

**INTERLOCAL AMBULANCE SERVICE AGREEMENT
WINKLER COUNTY AND CITY OF WINK**

Under the authority of Chapter 791, Texas Government Code, this Interlocal Ambulance Service Agreement is between Winkler County, Texas (County) and City of Wink, Texas (Wink) effective the 1st day of October, 2020 and continuing for a term of one (1) year, and may be renewed for successive terms of one (1) year by agreement by both parties unless cancelled as hereinafter provided.

This contract is for the mutual benefit of the parties for emergency health and life care, and the parties agree to be responsible therefor under the terms and provisions hereof and provide in the respective budgets for such obligation.

1. County operates an ambulance service in Winkler County, which is the subject of this contract. County will be the policy making entity of the ambulance service and will determine the number of ambulances or emergency vehicles (ambulances) and the personnel to operate the ambulances. County will pay all cost to maintain, repair and operate all ambulances including personnel payroll, social security, insurance and other benefits of the personnel, a location for the ambulances to be stationed, accept calls for ambulance service through Emergency 911 Service located at the Kermit Police Department, dispatch the ambulances and have overall management of the ambulance service.
2. Ownership of all ambulances and life-care equipment will be in County.
3. County shall timely notify Wink's City Secretary of any capital expenditure over \$50,000.00 for the purchase of any ambulance, equipment or life-care

equipment and it shall be presented for approval for payment by both parties, with County contributing fifty percent (50%) and Wink contributing seven per cent (7.0%) of the capital expenditure agreed upon. The cities of Kermit and Wink's proportionate share will be recalculated annually and based upon ambulance runs for the preceding year.

4. It is agreed that Wink shall subsidize the ambulance service by paying County \$210.00 per month, with payments to be made on or before the last day of each month beginning October 1, 2020.
5. This contract may be cancelled by mutual agreement of the parties hereto.

Signed by authority of the governmental entities effective the ____ day of _____, 2020.

WINKLER COUNTY, TEXAS

By: _____
Charles M. Wolf
Winkler County Judge

ATTEST:

Pam Greene
Winkler County Clerk

CITY OF WINK, TEXAS

By: _____
Eric Hawkins
Mayor of the City of Wink

ATTEST:

Gina Funderburg
Wink City Secretary

INMATE AGREEMENT

This agreement is entered into effective October 1, 2020 between Winkler County, Texas, (County), and the City of Kermit, Texas (City), upon the following terms and conditions:

I

County and City agree that the County will house, furnish meals, support and confine (collectively hereinafter referred to as confine) in the Winkler County Law Enforcement Center, any person (except juveniles) arrested by City Police and charged by complaint with an offense within the jurisdiction of the Municipal Court of City. Such person is classified as a City prisoner. Any person arrested by a City Police Officer and charged with an offense not within the jurisdiction of the Municipal Court of City is classified a County prisoner.

II

City may process any City prisoner through its identification procedure, if it desires, prior to presenting any prisoner to the County, and County will book, fingerprint, and photograph all City prisoners at the County facility. Personal property of any City prisoner may be inventoried and kept by the City or the County, and the entity in possession of the property shall be responsible therefore.

III

County shall confine any person as a city prisoner who is presented to the County charged with a Class C Misdemeanor together with an arrest warrant signed by the Municipal Court Judge, or a signed complaint by a City Police Officer.

IV

County will release any City prisoner upon order by the Municipal Court, other Court of competent jurisdiction or written direction of a City Police Officer. Any City prisoner, who in the judgment of the county Sheriff or his designee, is a danger to himself or may require regular medication, may be released by County for medical treatment or to a responsible adult person upon written acknowledgment to be responsible for the City prisoner.

V

County may present any City prisoner to any Judge of competent jurisdiction for determination if the City prisoner shall remain in custody.

VI

County shall notify City when a City prisoner requires medical treatment and City shall immediately take the City prisoner for medical treatment; however, County may seek medical treatment for a City prisoner at any time. City agrees to pay for or reimburse County for all medical treatment and hospitalization of any City prisoner whether the City prisoner is injured or sick before or after entry into the County facility.

VII

City shall be responsible to deliver and pick up City prisoners at the County Law Enforcement Center.

VIII

City agrees to pay County to confine a City prisoner at the rate of \$62.00 per day per prisoner, a day being any part of any day before midnight of the same day. City agrees to pay County for City prisoner confinement and any medical expenses paid by County upon receiving a written statement for such confinement and/or medical treatment within one (1) month of receipt of statement from City's current available funds.

IX

City agrees to hold harmless County from any and all claims against County, with the specific exception of any claims arising out of the willful or criminal conduct of any county employee, by reason of the housing, restraining, furnishing meals and bed, other support, medical treatment and/or the lack of any thereof and the release of any City prisoner.

X

This contract shall be for a term of one (1) year ending September 30, 2021 unless cancelled in writing by either party upon sixty (60) days written notice to the other party.

SIGNED the _____ day of _____, 2020.

ATTEST:
WINKLER COUNTY CLERK

WINKLER COUNTY, TEXAS

Pam Greene

BY: _____
Charles M. Wolf, County Judge

ATTEST:
CITY SECRETARY

CITY OF KERMIT

Diana Franco

BY: _____
Jerry Phillips, Mayor

AGREEMENT

This Agreement is entered into, by and between Winkler County Hospital District and Winkler County, for the period October 1, 2020, through September 30, 2021, and may be renewed without interruption with the agreement of both parties.

Winkler County Hospital District is an acute care hospital and has food preparation facilities and staff.

Winkler County Hospital District is the contracting entity for federal and state funds (Title XIX, Title XX, C-1 and C-2) and provides meals to eligible persons within the county.

Winkler County Hospital District desires to contract with Winkler County for food preparation in accordance with the following terms and conditions:

Winkler County Hospital District will prepare meals on site in accordance with guidelines furnished by the funding agencies, and the number of meals to be prepared daily will be directed by the Meals Program Coordinator.

In addition to the cooking site, personnel and equipment, Winkler County Hospital District will furnish the raw food, packaging and professional dietary supervision as required.

Winkler County Hospital District will bill Winkler County on or before the 10th day of each month for the meals prepared during the previous month in accordance with this agreement. Winkler County will pay Winkler County Hospital District at the rate of \$4.25 per meal within 30 days after receipt of said monthly statement.

This Agreement may be terminated upon 30 days written notice by either party.

Executed effective the _____ day of _____, 2020.

Winkler County
P. O. Drawer Y
Kermit, Texas 79745

Winkler County Hospital District
P. O. Drawer H
Kermit, Texas 79745

BY: _____
Charles M. Wolf
County Judge

BY: _____
Lorenzo Serrano
Administrator

Date

Date



8/17/2020

Attn: Monty Egger

Quote: 30793676

Re: Winkler County Jail

We are pleased to submit this quotation for the following quality equipment:

Model: C4.4PGABR
 Quantity: 1
 Rating: 100kW
 Frequency: 60 Hz
 Voltage: 208 V

The following features will be included:

Quantity	Characteristic Name	Feature Code	Feature Description
1	PGS EMISSION CERTIFICATION	CERTESE_I	EPA STATIONARY EMERGENCY Meets USA Environmental Protection Agency (EPA). Stationary Emergency Certifications for Stationary Use only during defined emergency conditions. Standby ratings - Stationary Emergency emissions levels Tier 3 Outside EPA-regulated territories and in Guam, American Samoa or the Commonwealth of the Northern Mariana Islands, these restrictions do not apply.
1	VOLTAGE OPTION	VOP610_I	60Hz 3PH 208/120V VOP610 60Hz 3PH 208/120V VVoltage indicators_610
1	APPLICATION INDICATOR	STANDBY_I	STANDBY POWER STANDBY POWER APPLICATION Output available with varying load for duration of the interruption of the normal source power. Average power output is 70 % if the standby power rating. Typical operation is 200 hours per year, with the maximum expected usage of 500 hours per year.
1	ENGINE RATING	KW00100_I	60 Hz, 100 kW 60 Hz, 100 kW
1	CONFIGURATION	NAC214P_I	D100-8 60HZ 208V D100-8 60HZ 208V
1	GENSET CONTROLLER LANGUAGE	LANENGC_I	ENGLISH PANEL LANGUAGE English Panel Language
1	UL LISTING	NONULL_I	NON UL 2200 LISTED PKG GEN SET Non UL 2200 Listed Packaged Genset
1	CSA CERTIFICATION	TSPCSA1_I	CANADIAN STANDARDS ASSOC CSA Certification
1	DECAL LANGUAGE	LANENGO_I	ENGLISH INSTRUCTION LANGUAGE English Instruction Language
1	EXTENDED SERVICE COVERAGE	ESCNONE_I	STANDARD WARRANTY Standard Warranty

Warren Equipment

Warren CAT - Power Systems Tulsa
 3641 S. Tacoma

Tulsa OK 74107

918-591-5430



1	MARKET SEGMENT CODES	MSEPGGN_I	GENERAL EPG All engines and generator sets utilized in the generation of electrical power for general residential, commercial, utility, construction and communications, commercial and residential building, agricultural, construction, mining, manufacturing, public and civil services.
1	SUB-MARKET SEGMENT CODES	MSCEC72_I	COMMERCIAL BUSINESSES
1	MARKET WORK CODE	MWCODEF_I	STANDBY POWER
1	ALTERNATOR	OGNSEZ6_I	LC3114F 60Hz SE ALT Z6 SE LC Generator frame: These compact & rigid alternators provide superior thermal life with H class insulation, high efficiency and improved motor starting capacity. Temp rise of 105 Deg C (221 DegF)
1	VOLTAGE REGULATOR	STDIVR_I	INTEGRATED VOLTAGE REGULATOR The Integrated Voltage Regulator (IVR) is designed to provide robust, precise closed-loop control of the generator voltage, optimized transient performance and industry leading feature specification
1	ALTERNATOR TEMPERATURE RISE	GENT130_I	130C TEMP RISE OVER 40C AMB 130C Temp Rise over 40C Ambient
1	BASE TYPE (MOUNTING OPTION)	FSBT_I	SKID WITH FUEL TANK Fuel Sub base tank
1	SUB BASE FUEL TANK	FSBTC24_I	FUEL SUB-BASE TANK 209 GALLON Estimated run time 30 Hrs
1	FUEL TANK OPTIONS	FFLCK_I	FUEL TANK FILL PIPE & LOCK CAP Locking fuel fill
1	EMERGENCY FUEL VENT PIPE	FFULEV3_I	EMERGENCY VENT UL-3" EMERGENCY VENT UL-3
1	FUEL LEVEL ALARMS / SD	FSS_I	Fuel Level Alarms / SD Fuel Level Reading (Alarms Low/High & Shutdown)
1	ENCLOSURE	WPIB_I	WEATHERPROOF ENCLOSURE (B) Weather Proof enclosure. Industrial Silencer internal with foamed bulkhead and roof-Silencer is included (353-9729)
1	GENSET ENCLOSURE COLOUR SCHEME	CATREN_I	CAT White CAT White paint
1	ENCLOSURE DOOR OPTION	PVW2_I	PANEL DOOR W/ VIEWING WINDOW Panel viewing window
1	CONTROL PANEL MODEL	EMCP42B_I	EMCP4.2B CONTROL PANEL The Cat® EMCP 4.2B offers fully featured power metering, protective relaying and engine and generator control and monitoring. Engine and generator controls, diagnostics, and operating information are accessible via the control panel keypads; diagnostics from the EMCP 4 optional modules can be viewed and reset through the EMCP 4.2B

Warren Equipment

Warren CAT - Power Systems Tulsa
3641 S. Tacoma

Tulsa OK 74107

918-591-5430



1	BATTERY OPTIONS	STDBAT_I	STANDARD BATTERY Standard CAT Battery
1	BATTERY CHARGERS	PBC10NU_I	NFPA BATT CHARGER UL10A 120VAC NFPA,UL & CSA Compliant Battery charger, 120VAC
1	JACKET WATER HEATER	WHH_I	JACKET WATER HEATER Coolant Heater
1	EMERGENCY STOP	CSB2_I	EXTERNAL EMERGENCY STOP External emergency stop
1	VIBRATION ISOLATORS	STDVIB_I	VIBRATION ISOLATORS. Vibration Isolators.
1	CONTROL PANEL OPTIONS BOX	CPOB_I	CONTROL PANEL OPTIONS BOX Control panel options box
1	HARNESS FOR ENGINE OPTIONS	ENGOPT_I	ENGINE OPTION HARNESS
1	CIRCUIT BREAKER SELECTION	SINGLE_I	SINGLE CIRCUIT BREAKER Circuit Breaker
1	1ST CIRCUIT BREAKER	CB0404A_I	400A 100% RATED BREAKER 400A 100% Rated Breaker
1	SUSE BAR & LABEL FOR 2ND CB	NOTRQD_I	NOT REQUIRED.
1	AIR CLEANER (ENGINE)	ACLSS01_I	CARTRIDGE TYPE AIR FILTER Medium duty cartridge type air filter
1	RADIATOR	STDRAD_I	STANDARD RADIATOR Standard Radiator
1	MUFFLERS	CAN_I	ENCLOSURE SILENCER Standard enclosure silencer - Installed
1	QTY REMOTE ANNUNC	ANNR001_S	QTY REMOTE ANNUNC
1	REMOTE E-STOP BUTTON	EMGSTP1_S	REMOTE E-STOP BUTTON
1	TESTING - GENERATOR SET	STDTEST_I	STD TEST - PKG GEN SET 0.8 PF Std Test - Pkg Gen Set 0.8 Pf

Model: ATSGABN

Quantity: 1

Frequency: 60 Hz

Voltage: 0 V

The following features will be included:

Quantity	Characteristic Name	Feature Code	Feature Description
1	ATS CONTROLLER	MX00150_I	MX00150 CONTROLLER
1	ATS TRANSITION TYPE	OPENTRA_I	OPEN TRANSITION
1	ATS OPERATION TYPE	STANBYP_I	STANDARD - NO BYPASS
1	ATS ENCLOSURE	NEMA001_I	NEMA 1 ENCLOSURE
1	ATS AMPERAGE RATING	0400AMP_I	400 AMPS
1	ATS VOLTAGE	ATS00V4_I	120/208V, 3 PHASE, 4 WIRE, 60H
1	ATS NUMBER OF POLES	003POLE_I	3 POLES
1	ATS MECHANISM TYPE	CONTACT_I	CONTACTOR
1	PRICING - MX60, MX150	CTG000A01040E	PRICING - MX60, MX150
1	OPTION PACKAGES-CLICK FOR INFO	MEXEG01_I	24VDC MX150 DELUXE EXERCISER P Includes the following accessories - A3(qty.2),A4(qty.2),Calibrate,CD/P ,DT (on delayed transition only),DW (on delayed transition

Warren Equipment

Warren CAT - Power Systems Tulsa
3641 S. Tacoma

Tulsa OK 74107

918-591-5430



			only),E,EL/P ,J1E,K/P,L1,L2,L3,L4,LN/P (on delayed transition only),P1,Q2,R2E,R50 ,S13/P,T,U,V1 (applies to 3-phase only),W,YEN/P, and 6/P
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Total Price: USD 49,757.21

Please note the following General Comments regarding our proposal:

- Our pricing includes prepaid freight to the jobsite
- Also included:
 - Remove existing generator,*
 - Extend existing concrete pad 30"*
 - Install new Warren Cat supplied generator*
 - Change out 1 existing transfer switch with new Warren Cat supplied switch*
 - Install New Warren Cat supplied annunciator Panel*
 - Provide all material and labor to accomplish a complete working system*
- We have included a start up inspection of the completed installation. Our start up service includes necessary generator set control wiring terminations.
- We have not included diesel fuel in our pricing
- Our quotation does not include sales tax.
- Our equipment proposal is described in its entirety above and includes no material or services that are not specifically stated.
- The generator set is equipped with the Caterpillar EMCP control system. Control and monitoring of the engine generator set is limited to the functionality of the EMCP controller.
- Lead time for the Caterpillar generator set is approximately 10-12 work weeks from order entry at the factory.
- Installation of all equipment by others.
- Our quote is valid for 30 days from the above date.

We appreciate the opportunity to submit our proposal for your review. Please don't hesitate to contact me if you have any questions.

Regards,
 Steven Ruiz
 EPG Sales Rep
 Power Systems
 432-248-1982
 Steven.ruiz@warrencat.com

Re:
 CSQ # 30793676

Warren Equipment

Warren CAT - Power Systems Tulsa
 3641 S. Tacoma
 Tulsa OK 74107
 918-591-5430



Upfront Invoice Options

The upfront price for GUARDIAN RFID is **\$19,678**. You can pay the upfront pricing for GUARDIAN RFID.

If you choose the milestone payments, GUARDIAN RFID® will invoice you for amounts due after the occurrence of the following events, which are also detailed in Addendum B of the Master System Agreement:

- 1st Milestone Payment: 25% due upon contract execution
- 2nd Milestone Payment: 25% Access to GUARDIAN RFID® OnDemand
- 3rd Milestone Payment: 25% Hardware Delivery
- 4th Milestone Payment: 25% Go-Live

Upfront Invoice Options for Winkler County Sheriff Office (TX)

Milestones	Week*												
	1	2	3	4	5	6	7	8	9	10	11	12	13
Contract Execution	\$4,919.50												
Software Access							\$4,919.50						
Hardware Delivery								\$4,919.50					
Go-Live												\$4,919.50	

*This timeline is a best-estimate based on standard deployment histories

System Renewal Fee (SRF) Payment Plans

Customers are charged a System Renewal Fee (SRF), renewing every 12 months on the anniversary of your go-live date. The SRF covers service and technical support, software updates and upgrades, lifetime guarantee of your GUARDIAN RFID® Hard Tags, and complimentary participation in our SPARTAN loaner program.

The SRF is charged based on your licensing level, your number of mobile devices, and add-on modules such as Medication Manager™ or Operational Intelligence.™



Your SRF goes into effect one year following your go-live date. Service, support, and software updates/upgrades are included in your first year of use at no additional charge.

Please note that GUARDIAN RFID® does reserve the right to increase your SRF by a maximum of 3.5%, per year.

Winkler County Sheriff Office (TX) has the option of paying for SPARTAN™ by means of Conventional pricing (upfront) or FutureProof pricing, which enables GUARDIAN RFID® users to reduce their initial capital outlay on SPARTAN™ through predictable payment terms. FutureProof pricing also enables you to receive brand-new SPARTANS every three years through your subscription. This helps to avoid large budgetary demands that you may anticipate as your mobile technology reaches its end of life while helping your staff leverage technology refreshes.



Payment Options for Winkler County Sheriff Office (TX)

Year	Option 1: Own Hardware		Option 2: Lease Hardware	
1	Total	\$19,678	SPARTAN (3x @ \$900)	\$2,700
			Other Items	\$12,793
			Total	\$15,493
2	SPARTAN (3x @ \$0)	\$0	SPARTAN (3x @ \$900)	\$2,700
	Mobile Command (3x @ \$695)	\$2,085	Mobile Command (3x @ \$695)	\$2,085
	Cloud + Add-Ons	\$2,249	Cloud + Add-Ons	\$2,249
	Total	\$4,334	Total	\$7,034
3	SPARTAN (3x @ \$0)	\$0	SPARTAN (3x @ \$900)	\$2,700
	Mobile Command (3x @ \$695)	\$2,085	Mobile Command (3x @ \$695)	\$2,085
	Cloud + Add-Ons	\$2,249	Cloud + Add-Ons	\$2,249
	Total	\$4,334	Total	\$7,034

* Totals include shipping

NOTE: the total savings with FutureProofing at the initial outlay (\$19,678 - 15,493) = **\$4,185**

GUARDIAN RFID
6900 Wedgwood Road North, Suite 325
Maple Grove, MN 55311



Command & Control Platform™
(855) 777-RFID (7343)
www.guardianrfid.com

Company Address 6900 Wedgwood Rd. N, Suite 325
Maple Grove, Minnesota 55311
United States

Created Date 8/12/2020
Expiration Date 9/30/2020

Quote Name Level 1 - Winkler County Sheriff (TX)
Quote Number 00003305

Prepared By Paul Baze
Phone (763) 392-7269
Email paul@guardianrfid.com

Contact Title Jail Administrator
Contact Name Monty Eggar
Phone 432-598-3461
Email monty.egger@co.winkler.tx.us

Note This quote is not inclusive of any Wireless Network Extension.

Product	Product Family	Quantity	Sales Price	Discount	Total Price	Warranty	Max Replacements
GUARDIAN RFID® OnDemand™ Level 01 License (1-100 beds)	Platform	1.00	\$2,995.00		\$2,995.00	N/A	N/A
GUARDIAN RFID® Medication Manager™ Level 01 License (1-100 beds)	Professional Service	1.00	\$2,995.00	25.00%	\$2,246.25	N/A	N/A
GUARDIAN RFID® Implementation Fee - Level 01 (1-100 beds)	Professional Service	1.00	\$795.00	100.00%	\$0.00	N/A	N/A
GUARDIAN RFID® Mobile Command™ for SPARTAN™	Software	3.00	\$695.00		\$2,085.00	N/A	N/A
GUARDIAN RFID® SPARTAN™ (Gen2)	Hardware	3.00	\$2,295.00		\$6,885.00	Three-Year	1 per Serial#
GUARDIAN RFID® Hard Tag™	Hardware	30.00	\$14.95		\$448.50	Useful Life	Unlimited
GUARDIAN RFID® Officer Key Fob	Hardware	20.00	\$5.00		\$100.00	None	N/A
GUARDIAN RFID® Extra-Wide Wristbands (450 / box) - Metal Fastener - Red	Hardware	1.00	\$450.00		\$450.00	None	N/A
GUARDIAN RFID® Wristband Laminator (4-inch)	Hardware	1.00	\$325.00		\$325.00	One-Year	1 per year
GUARDIAN RFID® Wristband Label Printer (LX500)	Hardware	1.00	\$1,495.00		\$1,495.00	One-Year	1 per year
GUARDIAN RFID® Wristband Printer Toner (LX500)	Hardware	1.00	\$59.95		\$59.95	None	N/A
GUARDIAN RFID® Wristband/ID Activator	Software	1.00	\$325.00		\$325.00	One-Year	1 per year
GUARDIAN RFID® Onsite Training (Days)	Professional Service	2.00	\$1,795.00	40.00%	\$2,154.00	N/A	N/A

Subtotal \$22,548.45
Discount 13.21 %
Total Price \$19,568.70
Shipping and Handling \$109.00
Grand Total \$19,677.70

KERMIT MOTOR CO., INC.

201 S. Poplar

Kermit, Texas 79745

432-586-2551

INVOICE

For : Winkler County

Date 08/26/2020

Re: KVFD

VIN#1FD8X3HT0LED96223

2020 Ford F350 Supercab and chassis 4x4
XL, 6.7 Diesel, AOD Trans, AC,
AM/FM , Power Pkg, Cruise, Running boards,
Engine block heater, Skid plates
Std equipment

	\$43,662.30
VIT	80.95
State Inspection	16.75
Total Due	\$43,760.00

Rec'd by _____

KERMIT MOTOR CO., INC.

201 S. Poplar • Kermit, Texas 79745 • (432) 586-2551

Date 08/24/2020

SS# _____ SS# _____ E-Mail _____

Purchaser WINKLER COUNTY Phone _____

Address _____ City KERMIT State TX Zip 79745

Purchase Agreement for the following described unit

Year Model 2020 Make FORD Series F350 CHASIS Body SUPERCAB

Vin # 1FD8X3HT0LED96223 Lic # _____ Mileage _____

Key Code _____ Keyless _____

Sale Price _____ \$ 43,662.30

Rebate _____ \$ _____

Trade in _____ \$ _____

Make _____

Year _____

VIN # _____

Lic # _____

Lic. Date _____

Mileage _____

Payoff _____ \$ _____

To: _____

Acct. # _____

ITEMIZED CHARGES

State Sales Tax \$ _____

Fed. Luxury Tax _____

Dealer Inv. Tax \$ 80.95

Doc. Fee NONE

Title Fee \$ _____

Lic. Fee \$ _____

Road/Bridge Fee \$ _____

A/H Insurance \$ _____

Life Insurance \$ _____

Service Contract \$ _____

E-Tag Fee \$ _____

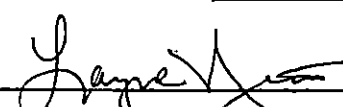
STATE INSPECTION \$ 16.75

Total Itemized Charges \$ 97.70

Down Payment \$ _____

Deferred Down Pmt. \$ _____

Amount Financed \$ 43,760.00

Salesman 

Unit financed by: _____

Terms @ Int. Rate _____

Amt. Financed _____

Interest _____

Total of Pmts. _____

Date of First Pmt. _____

INSURANCE INFO _____

WARRANTY INFO FULL FACTORY NEW VEHICLE

WARRANTY

We, the seller, expressly disclaim any and all implied warranties. Any warranties given will be performed at Kermit Motor Co.

The Dealer Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes in its motor vehicle inventory. The charge, paid by dealer to County T/A Collector, is not imposed on a consumer by the government and is not required to be charged to the consumer.

Buyer _____



7301 E INTERSTATE 20 E
 Odessa, TX 79765
 877-794-1800
 Fax: 432-333-7010

www.kirby-smith.com

Ship To: CUSTOMER PICK UP

Invoice To: WINKLER COUNTY
 AUDITORS OFFICE
 DRAWER O
 KERMIT TX 79745

Branch 15 - ODESSA		
Date 08/26/2020	Time 15:33:06 (O)	Page 1
Account No WINKL001	Phone No 4325863465	Est No 01 002375
Ship Via	Purchase Order	
Tax ID No GOV'T	12/31/9999	
		Salesperson 440 / 440

ESTIMATE EXPIRY DATE: 09/25/2020

SERVICE ESTIMATE - NOT AN INVOICE

***** Segment 01 *****

Stock #: HA12150 HAMM 3410 SINGLE DRUM ROL MS #: H1791836
 Make: HA Model: 3410
 Is to have the following work done by 09/30/2020 (Estimated)

REPAIR A/C

ADDITIONAL DESCRIPTION:

THIS ESTIMATE IS TO REPAIR THE A/C ON YOUR HAMM ROLLER.
 ADDITIONAL PARTS OR LABOR NEEDED WILL BE COMMUNICATED
 BEFORE COMPLETION OF THE REPAIR.

Part#	Description	Qty	Price	Amount
2122425	DRYER	1	172.20	172.20
2159590	BLOWER UNIT	1	5145.20	5145.20
2187148	CONTROL KNOB	1	15.40	15.40
FI	FREIGHT IN	1	120.00	120.00
MISCELLANEOUS CHARGES:				
	ENVIRO FEE		56.10	56.10
	SUPPLIES		187.00	187.00
			Parts:	5452.80
			Labor:	1870.00
			Miscellaneous:	243.10
Authorization: _____			Subtotal:	7565.90

***** Segment 02 *****

TRAVEL

ADDITIONAL DESCRIPTION:

WINK TX



Thank You!
 WE APPRECIATE YOUR BUSINESS



X

Signature indicates acceptance of Terms and Conditions on reverse

TERMS AND CONDITIONS

Kirby-Smith Machinery, Inc. offers no warranties, expressed or implied as to the quality, durability, workmanship, performance, operation, merchantability, or fitness for a particular purpose of any equipment, goods, parts, material or apparatus sold. Sales personnel of Kirby-Smith Machinery, Inc. are not authorized to make warranties, expressed or implied, about the subject matter described in this sale. Only those warranties as provided by the manufacturer in writing, apply to the equipment, goods, parts, materials, and apparatus sold by Kirby-Smith Machinery, Inc.

This invoice is subject to all of the terms, provisions, conditions and limitations of the sale or lease agreement concerning the goods or equipment sold or leased as described therein. Examine this invoice carefully as it will be deemed correct unless errors are reported to Kirby-Smith Machinery, Inc. within (5) days of the date hereof. Returned items are subject to approval and restocking and handling charges.

Terms of Payment: Equipment sales are due based on terms specified on the sales agreement. All other sales are due and payable 30 days from the invoice date. All accounts not paid at the end of our month's closing will become past due. A **service charge equal to 1.8% APR** will be applied to past due balances.

"Notice is hereby given that Kirby-Smith Machinery, Inc. has assigned its rights under all sales contracts of rental equipment to KSM Exchange LLC. To sell rental equipment described herein and if applicable, to purchase trade-in property described herein."



7301 E INTERSTATE 20 E
 Odessa, TX 79765
 877-794-1800
 Fax: 432-333-7010

www.kirby-smith.com

Ship To: CUSTOMER PICK UP

Invoice To: WINKLER COUNTY
 AUDITORS OFFICE
 DRAWER 0
 KERMIT TX 79745

Branch 15 - ODESSA		
Date 08/26/2020	Time 15:33:06 (O)	Page 2
Account No WINKL001	Phone No 4325863465	Est No 01 002375
Ship Via	Purchase Order	
Tax ID No GOV'T	12/31/9999	
		Salesperson 440 / 440

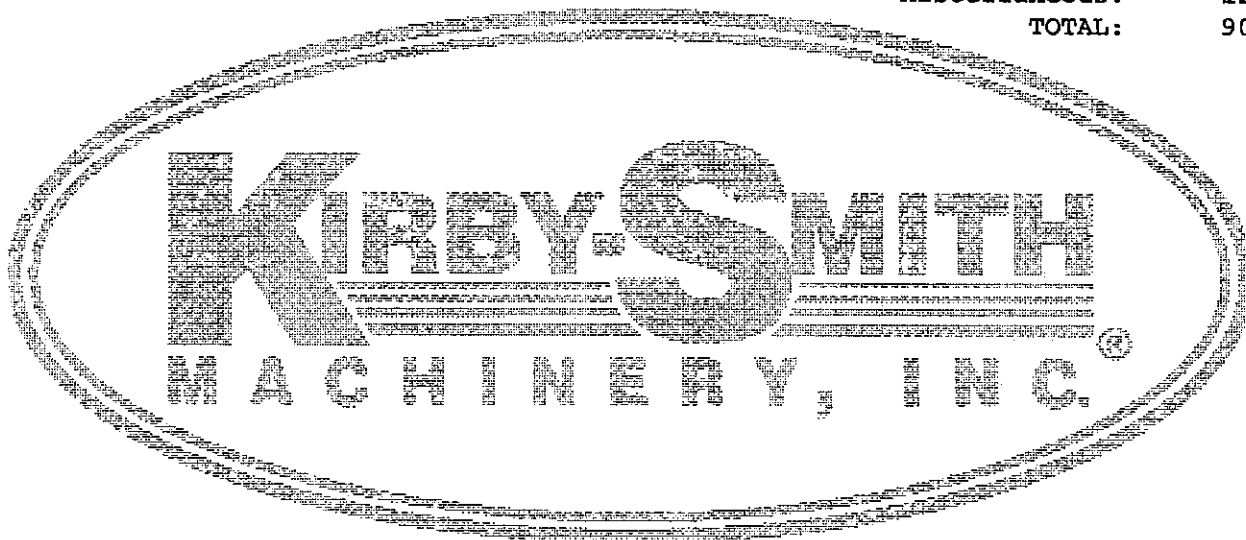
ESTIMATE EXPIRY DATE: 09/25/2020

SERVICE ESTIMATE - NOT AN INVOICE

MISCELLANEOUS CHARGES:	Description	Price	Amount
	MILEAGE	1005.00	1005.00

Labor:	500.00
Miscellaneous:	1005.00
Subtotal:	1505.00
Parts:	5452.80
Labor:	2370.00
Miscellaneous:	1248.10
TOTAL:	9070.90

Authorization: _____



Thank You!
 WE APPRECIATE YOUR BUSINESS



X

Signature Indicates acceptance of Terms and Conditions on reverse

Abilene 877-577-5729 Amarillo 800-283-1247 Dallas 800-753-1247 Fort Worth 877-851-9977 Kansas City 877-851-5729 Lubbock 886-289-6087 McAlester 918-310-1550 Odessa 877-794-1800 Oklahoma City 800-375-3339 St Louis 886-279-1392 Tulsa 800-375-3733 Waco 254-261-1370

TERMS AND CONDITIONS

Kirby-Smith Machinery, Inc. offers no warranties, expressed or implied as to the quality, durability, workmanship, performance, operation, merchantability, or fitness for a particular purpose of any equipment, goods, parts, material or apparatus sold. Sales personnel of Kirby-Smith Machinery, Inc. are not authorized to make warranties, expressed or implied, about the subject matter described in this sale. Only those warranties as provided by the manufacturer in writing, apply to the equipment, goods, parts, materials, and apparatus sold by Kirby-Smith Machinery, Inc.

This invoice is subject to all of the terms, provisions, conditions and limitations of the sale or lease agreement concerning the goods or equipment sold or leased as described therein. Examine this invoice carefully as it will be deemed correct unless errors are reported to Kirby-Smith Machinery, Inc. within (5) days of the date hereof. Returned items are subject to approval and restocking and handling charges.

Terms of Payment: Equipment sales are due based on terms specified on the sales agreement. All other sales are due and payable 30 days from the invoice date. All accounts not paid at the end of our month's closing will become past due. A **service charge equal to 18% APR** will be applied to past due balances.

"Notice is hereby given that Kirby-Smith Machinery, Inc. has assigned its rights under all sales contracts of rental equipment to KSM Exchange LLC. To sell rental equipment described herein and if applicable, to purchase trade-in property described herein."

5002



Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800

ORIGINAL INVOICE			
Transaction Number 41282679	Transaction Date 12-MAR-2020	Transaction Total 10,716.00 USD	
P.O. Number EMGT2020/WCSO Radios		P.O. Date	Customer Account No 1036242832
Payment Terms NET 30 DAYS FROM INVOICE DATE		Payment Due Date 11-APR-20	

Visit our website at www.motorolasolutions.com

Bill To Address
WINKLER COUNTY
100 E WINKLER
KERMIT TX 79745
United States

IMPORTANT INFORMATION
Sales Order(s): 0950790050079
For questions concerning this invoice please contact Motorola at: 1-888-567-7347

SPECIAL INSTRUCTIONS / COMMENTS

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
1	H51KDF9PW6 N	APX 4000 VHF MHZ MODEL 2 PORTABLE	3	3,440.00	10,320.00
2	PMPN4174A	CHGR DESKTOP SINGLE UNIT IMPRES, US	3	57.00	171.00
3	SVC03SVC0115D	SUBSCRIBER PROGRAMMING	1	225.00	225.00
4		THANK YOU FOR CHOOSING MOTOROLA SOLUTIONS.			

USD Subtotal	10,716.00
USD Total	10,716.00

WCSO / Radios for New Vehicles

RECEIVED

MAR 27 2020

Agenda

Agenda 9/14/2020

DIRECTOR'S OFFICE 9/24/2021

Please detach here and return the bottom portion with your payment

Payment Coupon

Transaction Number 41282679	Customer Account No 1036242832	Payment Due Date 11-APR-20	Transaction Total 10,716.00 USD	Amount Paid 10,716.00
--------------------------------	-----------------------------------	-------------------------------	------------------------------------	--------------------------

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

WINKLER COUNTY
100 E WINKLER
KERMIT TX 79745
United States

Send Payments To:

MOTOROLA SOLUTIONS
 Motorola Solutions, Inc.
 P.O. Box 404059
 Atlanta, GA 30384-4059
 United States

Sutton Pump & Supply
221 N. Pine
Po Box 1174
Kermit, Texas 79745

Invoice

Date	Invoice
8/24/2020	101422

Bill To
WINKLER COUNTY GOLF COURSE ATTN: JOHN LEVITTE

Terms	Due Date	Ship Date	Location	Ordered By
	8/24/2020			

Qty	Item	Description	Rate	Disc.	Amount
2.450	0000	8" SDR 13.5 POLY PIPE	5.40		13,230.00T
1	0000	8" SDR-11 FLANGE ADAPTER	51.29		51.29T
8	0000	BOLT KIT	5.38		43.04T
1	0000	FLANGE GASKET	8.74		8.74T
MEMO: PLEASE ALLOW 7-10 DAYS FOR DELIVERY OF POLY PIPE					

Subtotal	\$13,333.07
Sales Tax (8.25%)	\$1,099.98
Total	\$14,433.05

Scott-Merriman, Inc
2930 Merrell Rd
Dallas, TX 75229 US
(972) 484-7113
scott-merriman@sbcglobal.net



MERRIMAN
INCORPORATED

Invoice

BILL TO
WINKLER COUNTY TAX A/C
100 E WINKLER
KERMIT, TX 79745

SHIP TO
WINKLER COUNTY TAX A/C
100 E WINKLER
KERMIT, TX 79745

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
065041	08/24/2020	\$2,811.99	09/23/2020	Net 30	

TRACKING NO.
TRN2005886

DESCRIPTION	QTY	RATE	AMOUNT
Sectional 2 Post binder, Corduroy, leather corners (Abstract Books)	8	252.00	2,016.00
Divider sheets Buff Paper W/Letter Tab	77	9.50	731.50
Shipping & Handling	1	64.49	64.49
Ordered by Minerva			
BALANCE DUE			\$2,811.99

Minerva Soltew
08/28/2020

RECEIVED

SEP 03 2020

AUDITOR'S OFFICE

104051080

Agenda 9/4/2020

INVOICE

TRI-STAR Services
4202 S Bryant Blvd
San Angelo, TX 76903

(325) 651-2999

WINKLER COUNTY
PO DRAWER 0
KERMIT TX 79745

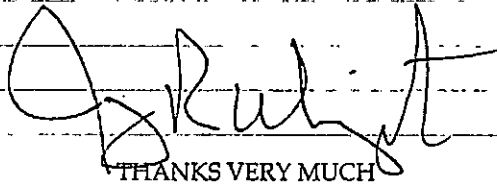
DATE:

Qty	Description	Total
1	NORSTAR ST BED 50HST0946L1041834	4500.00
1	300-12-0007 FRONT REPLACEMENT BUMPER	1050.00
	TAX EXEMPT	

RECEIVED

SEP 08 2020

AUDITOR'S OFFICE



THANKS VERY MUCH
DONNIE BRILEY

Subtotal

Sales Tax

Total

5550.00

Agenda
9/14/2020



HUSKY MECHANICAL, LLC
 113 S POPLAR
 KERMIT TX 79745
 Phone: 432-586-2742
 TACLA35722C

QUOTE

DATE	QUOTE#
9/3/2020	0000007431

BILL TO:

WINKLER COUNTY
 WINKLER COUNTY AUDITOR
 PO DRAWER O
 KERMIT TX 79745

SERVICE LOCATION:

WC RECREATION CENTER
 TOMMY THOMPSON BLVD
 KERMIT TX 79745

PO NUMBER	TERMS	SALES PERSON	
	NET 30	ZACH	
QUAN	DESCRIPTION	PRICE EACH	AMOUNT
	CARRIER 7.5T REPLACEMENT, QTY 2		21,172.16
<p>QUOTED PRICE IS TO REPLACE TWO BRYANT 7.5T PACKAGE A/C UNITS ON THE REC CENTER WITH TWO NEW CARRIER UNITS OF THE SAME TYPE AND SIMILAR SPECS.</p> <p>PRICE INCLUDES EQUIPMENT AND INSTALLATION.</p> <p>QUOTE ACCEPTED AND WORK APPROVED TO COMMENCE</p> <p>SIGN: _____</p> <p>PRINT: _____</p> <p>TITLE: _____</p> <p>DATE: _____</p> <p>CIRCLE & INITIAL BY ANY OPTIONS LISTED ABOVE</p>			
TOTAL			\$21,172.16



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and Winkler County, Texas ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated November 27, 2013 ("Agreement"); and

WHEREAS, the Term of the Agreement expires September 30, 2020 ("Expiration Date");

THEREFORE, in consideration of the mutual covenants contained herein, Tyler and the Client agree as follows.

1. **SaaS Term.** The term of the Agreement is hereby renewed for a term equal to the number of years indicated on the Sales Quotation attached hereto as Exhibit 1 and commencing on the day following the Expiration Date (for the purposes of this Amendment, the "Renewal Term"). After the completion of the Renewal Term, the Agreement will renew automatically for additional one (1) year terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current term. We will provide you notice of any increase in SaaS Fees no less than sixty (60) days prior to the commencement of the renewal term.
2. **SaaS Fees.** SaaS Fees, as detailed in the attached Sales Quotation, for year one are invoiced annually in advance, beginning on the commencement date of the Renewal Term. Subsequent annual SaaS Fees are invoiced annually in advance, beginning on the anniversary of the initial invoice date.
3. **Concurrent Users.** The SaaS Fees are based on concurrent users indicated in the attached Sales Quotation and the Agreement, with the Sales Quotation controlling in the event of conflict. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS Fees based upon any resulting changes in the pricing categories.
4. The Software as a Service and Professional Services Agreement, with an Effective Date of November 27, 2013, for the Odyssey Attorney Manager (District) SaaS software is terminated as of the Expiration Date of this Amendment.
5. The Odyssey Attorney Manager (District) SaaS software included in the sales quotation, attached as Exhibit 1 to this Amendment, is hereby added to the Agreement as of the Renewal Term. Payment of annual SaaS Fees and costs for Odyssey Attorney Manager (District) shall conform to the terms in Exhibit 1 and shall remain at \$7,200 through September 30, 2024. Subsequent annual terms will renew at our then-current rates.
6. This Amendment shall be governed by and construed in accordance with the terms and



conditions of the Agreement.

7. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this Amendment hereunto executed this Amendment effective as of the date last set forth below.

Tyler

Winkler County, TX

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



**Exhibit 1
Investment Summary**

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

Investment Summary

Odyssey Online Products	Annual Cost
Odyssey Case Manager	\$28,800.00
Odyssey Attorney Manager (County)	\$7,200.00
Odyssey Jail Manager w/ Civil Papers	\$24,000.00
Record on Appeals	\$1,230.00
Odyssey Attorney Manager (District)*	\$7,200.00
Public Access	Included
ePayments	Included
eRecovery	Included
Law Enforcement	Included
Mugshots	Included
SB 1778 Delinquent Account Collections	Included
Total Annual SaaS Fee	\$68,430.00

Total Software Licenses

Annual Pricing Plan	Year 1	Year 2	Year 3
Yearly Odyssey Online User Fees	\$61,230.00	\$64,291.50	\$67,506.08
Annual Increase	\$3,061.50	\$3,214.58	\$3,375.30
Attorney Manager Contract (District)*	\$7,200.00	\$7,200.00	\$7,200.00
Total Contract	\$71,491.50	\$74,706.08	\$78,081.38

Attorney Manager Contract (District) Annual SaaS Fees to remain at \$7,200 through September 30, 2024



SCOPE OF WORK

PROJECT NAME: Winkler County Community Center additional access
Proposal # 9260

SALES REP: John Greeson

CUSTOMER INFORMATION:

Customer Contact

Winkler County Court
Charles Wolf: County Judge
432-586-3223
charles.wolf@co.winkler.tx.us
100 E. Winkler
Kermit, TX 79745

GENERAL DESCRIPTION

- See Attached Map for Specific Locations No Map Required for This Project

Guardian Security solutions plans to add 7 doors of access control to the Winkler County Community Center in Kermit TX. There are currently 3 open spots on the existing controller, and we will need 2 additional 2-door reader expanders added to the existing can, as well as a 9A 24-volt power supply. These parts will be installed in the closet where the other equipment is located. Two of the doors already have an electrified hinge and the other 5 doors will receive a concealed door loops. Each door will receive a mod kit, door contacts, and reader on the RH side. We will also be adding a door position sensor to 8 existing mag lock doors. These are SDC mags that were provided by the GC. They are already wired for DPS and it just needs to be plugged into the mag. This building is drop ceiling and hollow sheet rock walls.

Non-Plenum wire will be installed above drop ceiling and will not be in j-hooks. Plenum wire and j-hooks are available at an additional charge.

Guardian Security believes this scope of work to be accurate based on industry standards and best practices. If unforeseen circumstances should dictate a change to this scope of work, a change order will be issued for approval at that time.

Guardian Security is now offering Service and Maintenance Agreements (SMAs) to keep your equipment protected. SMA plans include: equipment maintenance, quarterly password updates, monthly health checks, and more. Ask me for more information about our Service and Maintenance plans.

ACCESS CONTROL

- Location: MDF
 - 2: ½ DIN rail 2 door reader expander (existing can)
 - 1: SMP10 power supply with battery backup
- Location: 1-4 see map for locations

Initial

- All 7 doors are single aluminum store front doors. With drop ceiling and hollow sheet rock walls. 2 of the doors already have an electrified hinge.
 - 7: Dorma mod kits
 - 10: 3/4" door contact
 - 5: Concealed door loops
 - 7: single gang reader on RH side
- 8 existing mag lock doors need to have bond sensor added. This was not included by the GC and we are adding it after the fact
 - 8: DPS for SDC single mag

Customer supplies:

- Network connected work station to run access control software
- 110v outlets at each control panel location
- One open network switch port per control panel (if installed on existing network)
- Doors are operable and in working order (provided by Redline along with wire transfer and all associated pigtails. Redline will make wire connections and test doors if system is pre-wired)

PAYMENT & SHIPPING (To be filled out by customer)

Payment is due upon receipt with the exception of payment restraints (i.e. school board approval and/or Commissioners Court). Invoices are sent on a progress basis and/or for the equipment you receive. Please provide the contact information for your Accounts Payable Department. Equipment is often shipped to the jobsite; however, if shipping should go elsewhere, please provide the location below.

Accounts Payable Contact Information	Shipping Location
Contact Name: _____	Contact Name: _____
Contact Title: _____	Contact Title: _____
Contact Phone Number: _____	Contact Phone Number: _____
Contact Email: _____	Contact Email: _____
Contact Address: _____	Contact Address: _____
Contact City, St., Zip: _____	Contact City, St., Zip: _____

Any items not included in this Scope of Work will be documented in a Change Order Form and billed accordingly. I have read and agree to this Scope of Work as stated.

Customer Signature: _____ **Date:** _____



GUARDIAN

Security Solutions, LC

3214 122nd Street
Lubbock, TX 79423

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

Date	Proposal
8/27/2020	9260

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

Mailing address: PO Box 53874, Lubbock, TX 79453

Fax: 806-794-7789

Web: www.myshield.org

E-RATE CERTIFIED

Coop Members: TIPS, Buyboard, Good Buy

COOP NAME	TERMS	Sales Person
	Due on receipt	John Greeson

Item	Description	Location	Qty	Price Each	Total
ICPROEXP1/2	Protege Half DIN Rail 2 Door Expander with RS485 Enabled Reader Ports	Existing Can	2	535.00	1,070.00
NOPS7CT	12/24V DC Power Supply, 6amp, metal lock box, 115VAC		1	320.00	320.00
NO12B7	12V 7amp Battery		2	28.00	56.00
CAMODK-DORMA	Panic Bar Electrified Modification Kit for Dorma 9000 Series Devices, 24V (900MA avg. inrush, 215MA avg. hold)		7	530.00	3,710.00
ADCAT6A	Concealed Door Loop, 6" with aluminum finished caps		5	40.00	200.00
DMSD7	White, 3/4" Recessed Steel Door Contact with Pigtail		7	10.00	70.00
IC1356BX	13.56MHz, Single Gang Reader, Black, MIFARE-DESFIRE-iCLASS, NFC Capable, 4.53 x 2.87 x 0.71, Weigand and RS485, IP65 Rated		7	220.00	1,540.00
VEWR224	22/4 Stranded		2	145.00	290.00
VEWR182	18/2 Stranded		2	175.00	350.00
ANIXRS485 Installation	RS485 with 22G Power Wire Professional Services		2	730.00	1,460.00
		1	7,950.00	7,950.00	

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

Prices on this proposal are guaranteed for 30 days

Date: _____	CUSTOMER PO # _____	Subtotal	\$17,016.00
Offer accepted and approved	GOING THROUGH COOP ? _____ COOP NAME _____	Sales Tax (8.25%)	\$0.00
Signature _____		Total	\$17,016.00

E-RATE CERTIFIED



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

Winkler County

Invoice number 1803-28
 Date 08/31/2020

Project 18-03 KERMIT COMMUNITY CENTER
 AND ANNEX

Construction Cost \$4,459,105.00
 Construction Cost % 9.00 %
 Contract Amount \$163,430.00

Description	Contract Amount	Percent Complete	Current Billed
Construction Cost Increase - CA	163,430.00	97.23	4,613.00
Total	163,430.00	97.23	4,613.00

Reimbursables

	Units	Rate	Billed Amount
Travel Expense	1.00	595.884	595.88
Miles	802.00	0.565	453.13
Reimbursables subtotal			1,049.01

Invoice total **5,662.01**

Invoice Summary

Description	Contract Amount	Prior Billed	Current Billed	Remaining
Phase 1 Design Services	73,800.00	73,800.00	0.00	0.00
Design Development	73,800.00	73,800.00	0.00	0.00
Construction Docs	72,000.00	72,000.00	0.00	0.00
Construction Admin	23,000.00	23,000.00	0.00	0.00
Construction Cost Increase - CA	163,430.00	154,289.64	4,613.00	4,527.36
Add Services - Civil Engineering	45,201.40	45,201.40	0.00	0.00
Total	451,231.40	442,091.04	4,613.00	4,527.36

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
1803-28	08/31/2020	5,662.01	5,662.01				
Total		5,662.01	5,662.01	0.00	0.00	0.00	0.00

(4000)
APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 113395



Today's Date: 8/26/2020

To Owner: COUNTY OF WINKLER
 PO DRAWER O
 KERMIT, TX 79745

Project: 208540 Winkler County Golf Course
 Irrigation

Application No.: 1
 Invoice Description: JB App #1

Distribution to:
 Owner
 Architect
 Contractor

From: Dulnreck Inc - MN
 Contractor: PO Box 208
 Prinsburg, MN 56281

Via
 Architect:

Period To: 8/26/2020

Project Nos: 208540

Contract For:

Contract Date: 4/13/2020

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum	\$525,521.00
2. Net Change By Change Order	\$0.00
3. Contract Sum To Date	\$525,521.00
4. Total Completed and Stored To Date ..	\$210,521.00
5. Retainage :	
a 0.00% of Completed Work	\$0.00
b 0.00% of Stored Material	\$0.00
Total Retainage	\$0.00
6. Total Earned Less Retainage	\$210,521.00
7. Less Previous Certificates For Payments	\$0.00
8. Current Payment Due	\$210,521.00
9. Balance To Finish, Plus Retainage	\$315,000.00

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

CONTRACTOR: Dulnreck Inc. - MN

[Signature]
 Date: 8/26/20
 State of: Minnesota County of: Wright
 Subscribed and sworn to before me this 26 day of August 2020

Notary Public *[Signature]*
 My Commission Expires: Jan 31, 2023



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED: \$ 210,521.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: *[Signature]* Date: 8/28/20

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

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	

[Handwritten signatures and notes]
 102300801 Agenda 9/14/2020

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.

Application No.: -1
 Application Date: 8/26/2020
 To: 8/26/2020

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Contract: 208540. Winkler County Golf Course Irrigation

A Element Item No.	B Description of Work	Est. Qty	Unit	Unit Cost Per	C Scheduled Value	D Work Completed		E This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G/C)	I Balance To Finish (C-G)	J Retainage
						From Previous Application	Units This Period						
						(D+E)							
1	Mobilization	1.00	LSM	\$25,321.00	\$25,321.00	0.00	1.000	25,321.00	0.00	25,321.00	100.00%	0.00	0.00
2	Mainline	1.00	LSM	\$150,000.00	\$150,000.00	0.00	1.000	150,000.00	0.00	150,000.00	100.00%	0.00	0.00
3	Laterals	1.00	LSM	\$350,000.00	\$350,000.00	0.00	0.100	35,000.00	0.00	35,000.00	10.00%	315,000.00	0.00
Grand Totals													
					525,321.00	0.00		210,521.00	0.00	210,321.00	40.06%	315,000.00	0.00

MEGADYNE SERVICES CO
P.O. DRAWER G
KERMIT, TX 79745
432 586-8980

Invoice K0881955

Bill to: WINKLER COUNTY P.O. DRAWER O KERMIT, TX 79745	Job: GOLF COURSE
--	----------------------------

Invoice #: K0881955 Payment Terms: NET 30 Customer Code: WINKLERC0	Date: 08/21/20	Customer P.O. #: Mark Terry Salesperson:
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Remarks: GOLF COURSE WO# K0881955

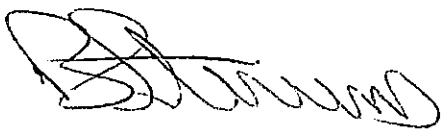
Quantity	Description	U/M	Unit Price	Extension
4.000	SEALTITE CONNECTOR 2" ST	EA	68.020	272.08
3.000	SEALTITE 2"	EA	6.910	20.73
1.000	SEIMENS DISCONNECT 3P 200 AMP	EA	680.630	680.63
3.000	FUSE 600V 150AMP RK5	32	61.910	185.73
75.000	4/0 THHN WIRE	EA	4.680	351.00
18.000	WIRE #2: THHN	EA	1.510	27.18
2.000	CH 2" CONDUIT BODY & COVER	EA	89.710	179.42
2.000	CH 2" COVER W/GASKET	EA	23.600	47.20
1.000	NEMA12 HINGE LATCH ENCL	EA	375.930	375.93
1.000	ALUM ENCLOSURE PANEL	EA	51.400	51.40
3.000	DISTRIBUTION BLOCK	EA	100.520	301.56
20.000	CONDUIT RIGID 2"	EA	11.970	239.40
1.000	2IN LD CTR RAIN HUB	EA	28.040	28.04
1.000	MYERS HUB 2" (ZINC)	EA	23.800	23.80
1.000	2IN 90D PVC ELBOW COND.	EA	8.390	8.39
10.000	UNISTRJT 1-5/8 GALV. CHANNEL /	EA	4.700	47.00

Subtotal: 2,839.49

Total: 2,839.49

WE APPRECIATE YOUR BUSINESS!!!

MATERIAL SALE



2130900
Agenda 9/14/2020

RECEIVED

AUG 27 2020

AUDITOR'S OFFICE

MEGADYNE SERVICES
P.O. DRAWER G
KERMIT, TEXAS 79745
(432) 586-8980

81955

NAME Winkler County
 ADDRESS Half Course

DATE 8-5-20
 CUSTOMER ORDER NO. _____
 ORDERED BY MARK Terry

QUANTITY	PART	DESCRIPTION	UNIT PRICE	AMOUNT
4	5237	2" ST Conn		
3'	2 ST			
1	HF364R	200 Amp Siemens Disc		
3	ECS R 150			
75'	4/6 THHN			
18	2 THHN			
2	LB 67			
2	620G			
1	J 1816 HPL			
1	BP 1816A			
3	AL-R2-M4	Term. Block		
10	Unshut			
12	2 Unstrat	STRAP		
20'	2 R			
1	ECHS 200			
1	2 R 90°			
1	ST 6			

FOREMAN _____	HOURS _____	APPRENTICE LINEMAN _____	HOURS _____
TECHNICIAN _____	HOURS _____	TRUCK DRIVER _____	HOURS _____
ELECTRICIAN _____	HOURS _____	PICK-UP _____	HOURS _____
LINEMAN _____	HOURS _____	EQUIPMENT _____	HOURS _____
LINEMAN _____	HOURS _____	EQUIPMENT _____	HOURS _____
APPRENTICE ELECTRICIAN _____	HOURS _____	EQUIPMENT _____	HOURS _____
APPRENTICE ELECTRICIAN _____	HOURS _____	DITCHER _____	HOURS _____



Total Due this Invoice \$8,498.77

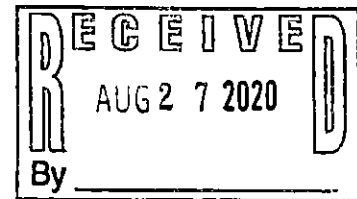
Honorable Charles Wolf
County Judge
Winkler County
County Courthouse
PO Drawer Y
100 E Winkler St
Kermit, TX 79745

August 24, 2020
Invoice No: 01409819.00 - 15

Project 01409819.00 Winkler Co Air Hangars
Pre-construction was held on July 22. Contract Notice to Proceed was issued. Reviewed submittal and contractor activities.

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

Task	Construction Admin Services		
Fee			
Total Fee	74,993.00		
Percent Complete	17.23	Total Earned	12,921.29
		Previous Fee Billing	4,422.52
		Total Fee	8,498.77
		Task Subtotal	\$8,498.77
		Total Due this Invoice	\$8,498.77



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

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