

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

TIME: 9:00 O'CLOCK A.M.
DATE: MONDAY, NOVEMBER 23, 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 September and October minutes.
 - (b) Receive monthly report of County Treasurer.
 - (c) Approve payroll.
 - (d) Approve bills over \$500.00.
 - (e) Approve claims against county.
 - (f) Receive Monthly Report of Investment Officer.
 - (g) Consider for approval payment in the amount of \$895.00 to State Farm Fire and Casualty Company for surety bond for Minerva Soltero, Winkler County Tax Assessor/Collector for the period of January 1, 2021 to January 1, 2025 from budgeted funds.
 - (h) Consider for approval payment in the amount of \$437.00 to State Farm Fire and Casualty Company for the following Fidelity Bonds from budgeted funds:
 - i) Winkler County Tax Assessor/Collector for the period of January 1, 2021 to January 1, 2022 in the amount of \$185.00; and
 - ii) Winkler County Sheriff's Office for the period of January 1, 2021 to January 1, 2022 in the amount of \$252.00.
 - (i) Consider for approval payment to Diamond A Ranch for caliche for County Road 409 in the amount of \$4,900.00 from budgeted road funds.
3. Consider for approval Order Prohibiting Certain Fireworks in unincorporated areas of Winkler County effective December 20, 2020 through midnight January 1, 2021.
4. Consider for approval Contractor Agreement and attachments between Winkler County and the Area Agency on Aging of the Permian Basin Planning Commission for meals program for period of October 1, 2020 through September 30, 2021.
5. Consider for approval payment in the amount of \$38,878.00 to AirMedCare Network for Municipal Site Membership for 2021 from budgeted funds.
6. Consider, discuss, and approve Interlocal Agreement between Regional Public Defender Office Local Government Corporation and Winkler County for legal defense services.

WINKLER COUNTY COMMISSIONERS' COURT
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MONDAY, NOVEMBER 23, 2020
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7. Consider for approval payment to Mayfield Paper Company in the amount of \$2,579.91 for supplies at Kermit Community Center from budgeted funds.
8. Consider for approval payment to Hi-Fidelity for Courtroom Audio Visual Technology Upgrade in the amount of \$42,426.13 from budgeted funds.
9. Receive and open bids for Winkler County EMS Station.
10. Consider, discuss, and approve payment in the amount of \$1,500.00 for annual surface lease to University of Texas System, University Lands for Winkler County Airport from budgeted funds.
11. Consider for approval payment to Tessco Energy Services for electrical repair to the MHMR building in the amount of \$5,363.33 from contingency funds.
12. Consider for approval payment in the amount of \$2,750.00 to Villalobos Insurance Agency for accident insurance for Kermit Volunteer Fire Department and Wink Volunteer Fire Department from budgeted funds.
13. Consider for approval proposal from Guardian Security Solutions, LC, for installation of four (4) additional security cameras at Winkler County Recreation Center in an amount not to exceed \$3,300.00 from Recreation Center maintenance budgeted funds.
14. Consider for approval repair to the driving range water well in Wink by West Texas Water Well Service in the amount of \$8,151.50 from budgeted funds.
15. Consider, discuss, and take necessary action on Precinct 3 proposed expenditures.
16. Review specifications and bid form and consider for approval advertising for bids for the purchase of gasoline for county fleet of vehicles for 2021 calendar year.
17. Approve change orders and modifications for Winkler County Courthouse.
18. Approve Winkler County Courthouse construction claims.
19. Approve change orders and modifications for Kermit Community Center.
20. Approve Kermit Community Center construction claims.
21. Approve change orders and modifications for Winkler County Golf Course.
22. Approve Winkler County Golf Course construction claims.
23. Approve change orders and modifications for Winkler County Airport.
24. Approve Winkler County Airport construction claims.
25. Approve Winkler County EMS construction claims.
26. Receive monthly reports from county officials.
27. Discuss and approve line item adjustments.
28. Discuss and approve budget amendments.
29. Adjourn.

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COUNTY OF WINKLER)

On this the 14th day of September, 2020, the Commissioners' Court of Winkler County, Texas, met in Regular Term of Court at the Courthouse in Kermit, Texas, via video conference link: Zoom - Meeting ID# 4050268443 Password: cc, with the following members present to wit:

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

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

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

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

CONSENT AGENDA:

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

- (a) Payroll
- (b) Bills over \$500.00
- (c) Claims against County
- (d) Accept donation by Commissioner Williams, of 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) Approve request of Winkler County Historical Commission to use the Pavillion at Winkler County Park in Kermit on November 14, 2020 for Ranchers' Stories.
- (g) Approve payment in the amount of \$30,346.17 for Winkler County's 4th quarter pro-rate share of the 2020 Appraisal District Budget.
- (h) Approve 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).
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- (i) Approve Contract for Detention Services between Midland County Juvenile Probation and Winkler County for the period of September 1, 2020 and August 31, 2021.
- (j) Approve payment to D.K. Boyd Land & Cattle Co., for caliche and topsoil in the amount of \$7,575.00 from budgeted lateral road funds.

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

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

A motion by Commissioner Williams and seconded by Commissioner Stevens to approve Interlocal Ambulance Service Agreement between Winkler County and the City of Kermit for the period of October 1, 2020 and September 30, 2020; which motion became an order of the Court upon the following vote:

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

A motion by Commissioner Wolf and seconded by Commissioner Stevens to approve Interlocal Ambulance Service Agreement between Winkler County and the City of Wink for the period of October 1, 2020 and September 30, 2021; which motion became an order of the Court upon the following vote:

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

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

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

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

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

A motion by Commissioner Stevens and seconded by Commissioner Williams to approve purchase and installation of new 100kW generator for Winkler County Law Enforcement Center from Warren Cat in an amount not to exceed \$49,999.00 from capital expenditures; which motion became an order of the court upon the following votes:

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

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

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

A motion was made by Commissioner Williams and seconded by Commissioner Thompson to approve payment to Kermit Motor Company, 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; which motion became an order of the Court upon the following votes:

A motion by Commissioner Stevens and seconded by Commissioner Williams on the repair of air conditioner on Precinct 2 Hamm Roller, was tabled; which motion became an order of the court upon the following vote:

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

A motion was made by Commissioner Williams and seconded by Commissioner Thompson to approve purchase of three (3) radios from Motorola Solutions for Sheriff's Office vehicles in the amount of \$9,070.90 from budgeted funds; which motion became an order of the court upon the following votes:

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

A motion was made by Commissioner Stevens and seconded by Commissioner Williams to approve payment to Sutton Pump & Supply for poly pipe at Winkler County Golf Course in the amount of \$12,233.09 from budgeted funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Stevens and seconded by Commissioner Thompson to approve payment to Scott Merriman Inc., for Winkler County Tax Assessor abstract books in the amount of \$2,811.99 from budgeted funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Stevens and seconded by Commissioner Williams to approve payment to Tri Star Services for one (1) Norstar St Bed and (1) replacement bumper for Kermit Volunteer Fire Department 2020

Ford F350 in the amount of \$5,550.00 from capital committed funds; which motion became an order of the Court upon the following vote:

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

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

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

A motion was made by Commissioner Stevens and seconded by Commissioner Williams to approve advertising for bids for golf cart space at the Winkler County Golf Course; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Williams and seconded by Commissioner Stevens to approve and appoint presiding judge and alternate judge for each voting precinct and set salaries and voting places; which motion became an order of the court upon the following vote:

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

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

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

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

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

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

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

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

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

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

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A motion was made by Commissioner Williams and seconded by Commissioner Thompson approve construction claims at Winkler County Airport; which motion became an order of the Court upon the following votes:

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

There were construction claims at the Winkler County EMS for the court to consider at this time.

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

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

A motion by Commissioner Williams and seconded by Commissioner Stevens to approve line item adjustments; which motion became an order of the court upon the following votes:

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

A motion by Commissioner Stevens and seconded by Commissioner Williams to approve budget amendments; which motion became an order of the Court upon the following votes.

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

9:30 A.M. - at this time the Court was available for a public hearing on proposed 2021 county budget, with no one present with questions or concerns, no hearing was had at this time concerning the proposed budget for 2021.

A motion was made by Commissioner Williams and seconded by Commissioner Thompson to set salaries, expenses and other allowances of all county elected officers, precinct officers, appointed officers and all county employees for fiscal year 2021; which motion became an order of the court upon the following votes.

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

A motion was made by Commissioner Williams and seconded by Commissioner Thompson to adjourn at 10:20 am; which motion became an order of the Court upon the following vote:

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

MINUTES approved the _____ day of _____, 2020.

PAM GREENE, WINKLER COUNTY CLERK

:
COUNTY OF WINKLER)

On this the 21st day of September, 2020, the Commissioners' Court of Winkler County, Texas, met in Regular Term of Court at the Courthouse in Kermit, Texas, via video conference link: Zoom - Meeting ID# 4050268443 Password: cc, with the following members present to wit:

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

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

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

Judge Wolf asked at this time if there was anyone present that would like to discuss the proposed 2020 tax rate, no one available for comment or discussion with the Commissioners' Court.

A motion was made by Commissioner Wolf and seconded by Commissioner Stevens to approve health insurance plan changes as set in proposed budget workshop; which motion became an order of the court upon the following vote:

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

A motion was made by Commissioner Williams and seconded by Commissioner Thompson to approve proposal by Otis Elevator Company to repair brake coil in the amount of amount of \$6,375.48 from budgeted funds; which motion became an order of the court upon the following votes:

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

A motion was made by Commissioner Williams and seconded by Commissioner Stevens to approve payment to Kermit Motor Co., Inc. for one (1) 2020 Ford F350 Supercab XL LWB VIN 1FTX3ATLEE22162 for Precinct 2 in the amount of \$34,560.00 (42,560.00) less trade in of 2005 F150 Reg. Cab \$2300.00 and 2005 Chev 3500 \$570.00 from budgeted funds; which motion became an order of the court upon the following vote:

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

After a brief Budget Workshop, a motion was made by Commissioner Williams and

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seconded by Commission Thompson to adjourn the meeting at 9:10 am; which motion became an order of the court upon the following votes.

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

hearing on proposed 2021 county budget, with no one present with questions or concerns, no hearing was had at this time concerning the proposed budget for 2021.

A motion was made by Commissioner Williams and seconded by Commissioner Thompson to set salaries, expenses and other allowances of all county elected officers, precinct officers, appointed officers and all county employees for fiscal year 2021; which motion became an order of the court upon the following votes.

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

A motion was made by Commissioner Williams and seconded by Commissioner Thompson to adjourn at 9:10 am: which motion became an order of the Court upon the following vote:

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

MINUTES approved the _____ day of _____, 2020.

PAM GREENE, WINKLER COUNTY CLERK

STATE OF TEXAS)
 :
COUNTY OF WINKLER)

On this the 28th day of September, 2020, the Commissioners' Court of Winkler County, Texas, met in Regular Term of Court at the Courthouse in Kermit, Texas, via video conference link: Zoom – Meeting ID# 4050268443 Password: cc, with the following members present to wit:

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

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

At 9:00 o'clock A.M. Judge Wolf called the meeting to order and lead the Pledge of Allegiance.

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

CONSENT AGENDA:

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

- (a) August minutes
- (b) Monthly report of County Treasurer
- (c) Payroll
- (d) Bills over \$500.00
- (e) Claims against county
- (f) Receive Monthly Report of Investment Officer
- (g) Residential Service Agreement between Grayson County Juvenile Services and Winkler County for the period of September 1, 2020 to August 31, 2021.

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

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

No bids received for golf cart spaces at Winkler County Golf Course.

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A motion was made by Commissioner Williams and seconded by Commissioner Stevens to approve the tax roll audit given to the court by Bill Patton of Robison Johnston & Patton, LLP; which motion became an order of the Court upon the following vote:

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

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

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

A motion was made by Commissioner Stevens and seconded by Commissioner Williams to approve proclamation designating week of October 4-10, 2020 as National 4-H Week in Winkler County; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Williams and seconded by Commissioner Stevens to approve Wink-Loving Independent School District to using Winkler County baseball fields for the spring of 2021 and spring of 2022; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Stevens and seconded by Commissioner Williams to approve polling places for November 3, 2020 General Election; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Williams and seconded by Commissioner Stevens not to approve disbursement of funds to Upper Pecos Soil and Water Conservation district No. 213; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Williams and seconded by Commissioner Stevens to approve payment to BWI Companies, Inc for herbicide at Winkler County Park in Kermit in the amount of \$3,400.00 from budgeted funds; which motion became an order of the Court upon the following vote:

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

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A motion was made by Commissioner Thompson and seconded by Commissioner Williams to approve payment in the amount of \$1,31800 to Regional Public Defender Office/Lubbock County for the 2021 participation from legal services budgeted funds; which motion became an order of the court upon the following vote:

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

A motion was made by Commissioner Stevens and seconded by Commissioner Williams to accept Texas "J" Regional Advisory Council 2019 EMS/Trauma Care System Funds in the amount of \$8,769.00 to Winkler County EMS; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Stevens and seconded by Commissioner Williams to accept Texas "J" Regional Advisory Council 2019 EMS/Trauma Care System Funds in the amount of \$6,865.00 to Winkler County EMS - Loving County; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Williams and seconded by Commissioner Stevens to accept and approve asset forfeiture report of Winkler County District Attorney in accordance with Article 59.06 Code of Criminal Procedure, V.T.C.A.; which motion became an order of the Court upon the following vote:

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

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

A motion was made by Commissioner Stevens and seconded by Commissioner Williams to approve Winkler County Courthouse construction claims; which motion became an order of the Court upon the following vote:

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

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

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

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

A motion was made by Commissioner Stevens and seconded by Commissioner Williams to approve Winkler County Golf Course change orders

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

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

A motion was made by Commissioner Stevens and seconded by Commissioner Williams to approve Winkler County Golf Course construction claims; which motion became an order of the Court upon the following vote:

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

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

There were no Winkler County Airport construction claim(s) for the Court to consider at this time.

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

A motion was made by Commissioner Stevens and seconded by Commissioner Williams to receive the following Monthly Reports from County Officials; which motion became an order of the court upon the following vote:

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

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

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

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

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

A motion was made by Commissioner Williams and seconded by Commissioner Stevens to approve tax rate of .50 per 100; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Stevens and seconded by Commissioner Thompson to adopt 2020 Tax Rate to fund 2021 County budget; which motion became an order of the court upon the following vote:

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

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A motion was made by Commissioner Stevens and seconded by Commissioner Williams to adopt 2021 County budget with changes made since proposed budget filed with County Clerk; which motion became an order of the court upon the following vote:

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

A motion was made by Commissioner Williams and seconded by Commissioner Thompson to adjourn at 9:45 a.m.; which motion became an order of the court upon the following vote:

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

MINUTES approved the _____ day of _____, 20_____.

COUNTY CLERK

STATE OF TEXAS)
 :
COUNTY OF WINKLER)

On this the 12th day of October, 2020, the Commissioners' Court of Winkler County, Texas, met in Regular Term of Court at the Courthouse in Kermit, Texas, via video conference link: Zoom - Meeting ID# 4050268443 Password: cc, with the following members present to wit:

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

Absent: Robbie Wolf Commissioner, Precinct No. 2

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

At 9:00 o'clock A.M. Judge Wolf called the meeting to order and lead the Pledge of Allegiance.

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

CONSENT AGENDA:

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

- (a) Payroll
- (b) Bills over \$500.00
- (c) Claims against county
- (d) Payment to D.K. Boyd Land & Cattle Co., for caliche and topsoil in the amount of \$2,380.00 from budgeted lateral road funds.
- (e) Payment to Don Wise Transportation Services, Inc., for pre-mix in the amount of \$2,675.04 for Winkler County Golf Course from budgeted funds.

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

Ayes: Commissioners Stevens, Williams and Thompson
Noes: None

A motion was made by Commissioner Williams and seconded by Commissioner Stevens to approve purchase of 2 Motorola APX8500 Mobile radios from Petro communications, Inc., for the Kermit Volunteer Fire

Department in the amount of \$15,510.00 from contingency funds; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Williams and Thompson
Noes: None

A motion was made by Commissioner Williams and seconded by Commissioner Stevensto approve payment of retainer fee to Allison, Bass & Magee, L.L.P., in the amount of \$5000.00 for redistricting from budgeted funds; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Williams and Thompson
Noes: None

A motion was made by Commissioner Stevens and seconded by Commissioner Williams to approve Resolution for Indigent Defense Grant Program from the Texas Indigent Defense Commission for 2021 and authorize County Judge to sign; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Williams and Thompson
Noes: None

A motion was made by Commissioner Stevens and seconded by Commissioner Williams to approve Resolution Authorizing County Jude to Execute a Letter of Waiver for Payments in Lieu of Taxes (PILOT) for Wink Housing Authority; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Williams and Thompson
Noes: None

A motion was made by Commissioner Thompson and seconded by Commissioner Stevens to approve Resolution Authorizing County Grant in the amount of \$369.25 and application to Texas Department of Agriculture for Texans Feeding Texans: Home-Delivered Meal Grant Program; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Williams and Thompson
Noes: None

A motion was made by Commissioner Stevens and seconded by Commissioner Williams to approve creating a janitorial service position for the new Wink Community Center consisting of ten (10) hours per week in the annual amount of \$3,400.00 from open position in Area 2 Road and Bridge funds; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Williams and Thompson
Noes: None

A motion was made by Commissioner Stevens and seconded by Commissioner Thompson to place District Judge's Order appointing First County Auditor and Assistant County Auditor for period beginning September 23, 2020 and ending September 22, 2022 in the minutes of Commissioners' Court; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Williams and Thompson
Noes: None

A motion was made by Commissioner Williams and seconded by Commissioner Thompson to place District Judge's Order concerning salary, longevity pay, and office expenses to be paid to Assistant Auditors in minutes of Commissioners' Court; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Williams and Thompson
Noes: None

A motion was made by Commissioner Williams and seconded by Commissioner Thompson to approve purchase of twenty (20) 15 - gallon trees with fertilizer from John's Corner for Winkler County park in Kermit in an amount not to exceed \$2500.00 from committed park improvement funds; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Williams and Thompson
Noes: None

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

A motion was made by Commissioner Stevens and seconded by Commissioner Williams to approve Winkler County Courthouse construction claims; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Williams and Thompson
Noes: None

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

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

Ayes: Commissioners Stevens, Williams and Thompson
Noes: None

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

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

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

A motion was made by Commissioner Williams and seconded by Commissioner Stevens to approve Winkler County Airport construction claim(s); which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Williams and Thompson
Noes: None

A motion was made by Commissioner Williams and seconded by Commissioner Thompson to approve Winkler County EMS construction claims; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Williams and Thompson
Noes: None

A motion by Commissioner Williams and seconded by Commissioner Thompson to receive Monthly Reports from County Officials; which motion became an order of the court upon the following vote:

Ayes: Commissioners Stevens, Williams and Thompson
Noes: None

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

There were no budget amendment(s) for the Court to consider at this time.

A motion was made by Commissioner Williams and seconded by Commissioner Stevens to adjourn the meeting at 9:10 a.m.; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Williams and Thompson
Noes: None

MINUTES approved the _____ day of _____, 20_____.

COUNTY CLERK

STATE OF TEXAS)
 :
COUNTY OF WINKLER)

On this the 26th day of October, 2020, the Commissioners' Court of Winkler County, Texas, met in Regular Term of Court at the Courthouse in Kermit, Texas, via video conference link: Zoom – Meeting ID# 4050268443 Password: cc, with the following members present to wit:

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

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

At 9:00 o'clock A.M. Judge Wolf called the meeting to order and lead the Pledge of Allegiance.

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

CONSENT AGENDA:

A motion was made by Commissioner Williams and seconded by Commissioner Stevens to approve the following consent agenda items:

- (a) Monthly report of County Treasurer.
- (b) Payroll.
- (c) Bills over \$500.00.
- (d) Claims against county.
- (e) Monthly Report of Investment Officer.
- (f) Report from County Extension Agent
- (g) Contract for Residential Services between Winkler County Juvenile Probation Department and Pegasus Schools, Inc., for the period of October 26, 2020 to October 25, 2021.
- (h) Payment in the amount of \$7,875.00 to Robison Johnston & Patton, LLP for preparation of audited financial statements for the year ended June 30, 2020 from budgeted funds.
- (i) Payment to State Farm Fire and Casualty Company in the amount of \$400.00 for the following surety bonds from budgeted funds:

- a) Dixie Randolph, Deputy District Clerk, for the period of December 14, 2020 to December 14, 2021 in the amount of \$100.00;
- b) Rosa Parker, Winkler County Community Supervision, for the period of December 17, 2020 to December 17, 2021 in the amount of \$100.00;
- c) Billy Stevens, Commissioner Precinct 1, for the period of December 31, 2020 to December 31, 2024 in the amount of \$100.00; and
- d) Sheryl L. Wright County Attorney's Office, for the period of December 31, 2020 to December 31, 2024 in the amount of \$100.00.

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

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

A motion was made by Commissioner Stevens and seconded by Commissioner Williams to receive 2020 Road and Bridge Report and enter same in minutes of the Commissioners' Court; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Stevens and seconded by Commissioner Williams to approve payment to ROT Firearms for equipment in the amount of \$3,364.44 for Kermit Volunteer Fire Department; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Williams and seconded by Commissioner Stevens to accept quote from Kirby-Smith Machinery, Inc., for 2020 HAMM H 10i Drum Roller for Precinct 2 at the Buy Board Price of \$71,000.00 (103,500.00 less \$32,500.00 trade in of 2012 HAMM 3410) from committed lateral road funds; which motion became an order of the Court upon the following vote:

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

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

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

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

10-26-2020

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

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

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

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

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

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

A motion was made by Commissioner Williams and seconded by Commissioner Thompson to approve Winkler County EMS construction claims; which motion became an order of the Court upon the following votes:

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

A motion was made by Commissioner Williams and seconded by Commissioner Thompson to receive Monthly Reports from County Officials; which motion became an order of the Court upon the following votes:

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

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

There were no budget amendment(s) for the Court to consider at this time.

A motion was made by Commissioner Williams and seconded by Commissioner Thompson to approve specs and dates to advertise bidding for EMS building; which motion became an order of the Court upon the following votes:

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

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

Ayes: Commissioners Stevens, Wolf, Williams and Thompson

Noes: None

MINUTES approved the _____ day of _____, 20_____.

COUNTY CLERK



State Farm Fire and Casualty Company

2702 Ireland Grove Road
Bloomington, IL 61709-0001

POLICY NUMBER 93-C8-C286-8
Surety Bond

DATE DUE
JAN 01 2021

PLEASE PAY THIS AMOUNT
\$895.00

AT1 001318 0002... L-08-6605-FBE7 M F
SOLTERO, MINERVA
PO BOX 0
KERMIT TX 79745-6014

Full payment by Date Due continues this policy to JAN 01 2025



Address: Same as Mailing Address

Important Message(s)

RECEIVED

NOV 13 2020

EDITOR'S OFFICE

Agenda 11/23/2020

15 3574 5417

Agent JERRY PHILLIPS
Telephone (432) 586-3798 or (432) 586-6107

Please fold and tear here

See reverse for important information.
Please keep this part for your record.
Prepared OCT 30 2020

MOVING? PLEASE SEE YOUR STATE FARM AGENT. I-6605-FBE7

INSURED SOLTERO, MINERVA
POLICY NUMBER 93-C8-C286-8 SURETY BOND

PLEASE RETURN THIS PART WITH YOUR CHECK MADE PAYABLE TO STATE FARM.

DATE DUE PLEASE PAY THIS AMOUNT
JAN 01 2021 \$895.00

Please contact your State Farm Agent if you have any questions about your policy.

0809101317
State Farm Insurance Companies
P.O. Box 680001
Dallas, TX 75368-0001



(013092a)

(013091)

Prepared: OCT 30 2020
01

FIRE BAL DUE \$895.00 0131

500103100089500 593655852286801508>

2702 Ireland Grove Road
Bloomington, IL 61709-0001

T-2546

AT1

L-08- 6605-FBE7 M F

000171-0001

DINKLER COUNTY TAX

ASSESSOR/COLLECTOR

PO BOX-0

KERMIT TX 79745-6019



ST-1
0101-1001

Address: Same as Mailing Address

Forms, Options, and Endorsements:

Public Ed Coverage Form-P
TX-Valuation Settlement

CR-0017 10/90
CR-0111 03/87
FB-9172.1

| | | | |
|---------------------------|------------------------|----------------------------|-----------|
| POLICY NUMBER | | 93-BU-18632-3 | 2020 |
| Fidelity Bond | | JAN 01 2021 to JAN 01 2022 | |
| DATE DUE | SEE BALANCE DUE NOTICE | | |
| JAN 01 2021 | | | \$185.00 |
| Coverages and Limits | | | |
| Fidelity Bond | | | |
| Annual Premium Amount Due | | | \$185.00 |
| RECEIVED | | | 102300340 |
| NOV 17 2020 | | | |
| AUDITOR'S OFFICE | | | |

Premium payment in full is required for bonds. If bond is no longer needed, please contact your agent.

Agenda
11/23/2020

Thanks for letting us serve you...

Agent JERRY PHILLIPS

Telephone (432) 586-3798 or (432) 586-6107

Moving? See your State Farm agent.
See reverse for important information.

Prepared

NOV 11 2020

186-3076 1.8 10-11-2010 (0113085c)

0356

201

REB

012

2702 Ireland Grove Road
Bloomington, IL 61709-0001

T-2546

AT1 000170-0001 L-08-6605-FBE7 M F

WINKLER COUNTY SHERIFFS OFFICE
PO BOX 0
KERMIT TX 79745-6014



ST-1
0101-1001

Address: Same as Mailing Address

Forms, Options, and Endorsements
Public Ed Coverage Form-P
TX-Valuation Settlement

CR-0017 10/90
CR-0111 03/87
FB-9172.1

| | | |
|----------------------------|------------------------|----------------------|
| POLICY NUMBER | | 93-BJ-1582-6 |
| Fidelity Bond | | 2020 |
| JAN 01 2021 to JAN 01 2022 | | |
| DATE DUE | SEE BALANCE DUE NOTICE | |
| JAN 01 2021 | | \$252.00 |
| Coverages and Limits | | |
| Fidelity Bond | | |
| Annual Premium Amount Due | | \$252.00 \$252.00 |
| RECEIVED | | |
| NOV 17 2020 | | |
| AUDITOR'S OFFICE | | |
| 10230034C | | |

Premium payment in full is required for bonds. If bond is no longer needed, please contact your agent.

Agenda 11/23/2020

138-3076 f.8 10-11-2010 (0113089c)

Thanks for letting us serve you...

Agent JERRY PHILLIPS
Telephone (432) 586-3798 or (432) 586-6107

Moving? See your State Farm agent.
See reverse for important information.

Prepared NOV 11 2020

0355 201 I

REB

012

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

11-16-20

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

**County Road 409
980 yards callche @ 5.00 yard**

4,900.00

Total

4,900.00

STATE OF TEXAS §
 §
COUNTY OF WINKLER §

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

WHEREAS, on the 23rd day of November, 2020, the Commissioners' Court of Winkler County has determined that conditions on certain uncultivated acreage in the county are extremely hazardous for the danger of fire because of high grass or dry vegetation;

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

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

APPROVED THIS THE 23rd DAY OF NOVEMBER, 2020, BY THE WINKLER COUNTY COMMISSIONERS COURT.

Charles M. Wolf, Winkler County Judge

Billy J. Stevens
Commissioner, Precinct 1

Robbie Wolf
Commissioner, Precinct 2

Hope Williams
Commissioner, Precinct 3

Billy Ray Thompson
Commissioner, Precinct 4

ATTEST:

Pam Greene
Winkler County Clerk



**REA AGENCY ON AGING OF
Permian Basin Regional Planning Commission
CONTRACTOR AGREEMENT**

Winkler County, hereinafter referred to as Contractor, and **Area Agency on Aging (AAA) of the Permian Basin Regional Planning Commission (PBRPC)**, do hereby agree to provide services effective beginning October 1, 2020, in accordance with the Older Americans Act of 1965 (OAA), as amended, regulations of the Health and Human Services Commission (HHSC), the AAA Direct Purchase of Services program and the stated Scope of Services.

The AAA Direct Purchase of Services program is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (60 years of age or older) and their caregivers. This agreement provides a mechanism for the creation of an individualized network of community resources accessible to a program participant in compliance with the OAA and HHSC AAA Access and Assistance guidelines.

The purpose of the system of Access and Assistance is to develop cooperative working relationships with service providers to build an integrated service delivery system that ensures broad access to and information about community services, maximizes the use of existing resources, avoids duplication of effort, identifies gaps in services, and facilitates the ability of people who need services to easily find the most appropriate Contractor.

A. SCOPE OF SERVICES:

The Contractor agrees to provide the following service(s) as identified below to program participants authorized by the AAA staff, in accordance with the Contractor application, all required assurances, licenses, certifications and rate setting documents, as applicable.

1. **Service:** Home Delivered Meals

Service Definition: Hot, cold, frozen, dried, canned, fresh, or supplemental food (with a satisfactory storage life) which provides a minimum of 33½ percent of the dietary reference intakes established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the most recent Dietary Guidelines for Americans, published by the Secretary of Agriculture, and is delivered to an eligible participant in their place of residence. The objective is to reduce food insecurity, help the recipient sustain independent living in a safe and healthful environment. There are two types of home delivered meals:

- **Standard meal** - A regular meal from the standard menu that is served to the majority or all of the participants.
- **Therapeutic meal or liquid supplement** - A special meal or liquid supplement that has been prescribed by a physician and is planned specifically for the participant by a dietitian (e.g., diabetic diet, renal diet, pureed diet, tube feeding). "Liquid supplement" meals are included in the allowable category of therapeutic meals, such as diabetic, renal or heart safe meals. The AoA defines "liquid supplement" meals as those meals provided through a feeding tube, to meet the needs of a specific individual. These meals require a doctor's prescription and close monitoring. Dietary supplements, such as vitamins or Ensure, can be authorized by a doctor, dietitian/nutritionist or the need may be identified through the nutritional risk assessment. These items do not require a prescription, nor do they necessarily require oversight. As items such as these are not considered meals (stand-alone), they must be purchased under Health

Maintenance. If a AAA is providing these services through Health Maintenance as a result of a doctor's prescription, some monitoring should be conducted, whether through a home health nurse or follow-up nutritional risk and functional assessment (Consumer Needs Evaluation). The circumstance would dictate the follow-up.

Unit Definition: One Meal

Service Area: Winkler County

All Texas Administrative Code standards are located at the Texas Secretary of State website: www.sos.state.tx.us.

All Older Americans Act and other required rules and regulations are located at <http://www.aoa.gov/AoARoot/About/Authorizing Statutes/index.aspx>.

Targeting: AAA services are designed to identify eligible program participants, with an emphasis on high-risk program participants and to serve older individuals with greatest economic and social need, low-income minorities and those residing in rural areas, as required by the OAA.

B. Services & Reimbursement Methodology:

| Service | Fixed Rate (include rate) | Variable Rate (identify range) | Cost Reimbursement |
|----------------------|------------------------------|-----------------------------------|--------------------|
| Home Delivered Meals | \$5.31 | N/A | N/A |

2. TERMS OF AGREEMENT

A. The Contractor agrees to:

1. Provide services in accordance with current or revised HHSC policies and standards and the OAA.
2. Submit billings with appropriate documentation as required by the **AAA** by the close of business on the **fifth (5th)** day of each month following the last day of the month in which services were provided.
 - a. If the **fifth (5th)** day falls on a weekend or holiday, the information shall be delivered by the close of business on the preceding business day.
 - b. The **AAA** cannot guarantee payment of a reimbursement request received for more than 45 calendar days of service delivery.
 - c. No reimbursement for services provided will be made if Contractor payment invoices are not submitted to the AAA within 45 days of service delivery.
3. Encourage program participant contributions (program income) on a voluntary and confidential basis. Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on Contractor's financial reports if contributions are not required to be forwarded to the AAA. Client contributions (program income) will be reported fully, as required, to the AAA. Contractor agrees to expend all program income to expand or enhance the program/service under which it is earned.
4. Notify the AAA Director within **24 hours** if, for any reason, the Contractor becomes unable to provide the service(s).
5. Maintain communication and correspondence concerning program participants' status.

6. Establish a method to guarantee the confidentiality of all information relating to the program participant in accordance with applicable federal and state laws, rules, and regulations. This provision shall not be construed as limiting AAA or any federal or state authorized representative's right of access to program participant case records or other information relating to program participants served under this agreement.
7. Keep financial and program supporting documents, statistical records, and any other records pertinent to the services for which a claim for reimbursement was submitted to the AAA. The records and documents will be kept for a minimum of five years after close of Contractor's fiscal year.
8. Make available at reasonable times and for required periods all fiscal and program participant records, books, and supporting documents pertaining to services provided under this agreement, for purposes of inspection, monitoring, auditing, or evaluations by AAA staff, the Comptroller General of the United States and the State of Texas, through any authorized representative(s).
9. If applicable, comply with the HHSC process for Centers for Medicare and Medicaid Services (CMS) screening for excluded individuals and entities involved with the delivery of the Legal Assistance and Legal Awareness services.

B. The Contractor further agrees:

1. The agreement may be terminated for cause or without cause upon the giving of **thirty (30)** days advance written notice.
2. The agreement does not guarantee a total level of reimbursement other than for individual units/services authorized; contingent upon receipt of funds.
3. Contractor is an independent provider, NOT an agent of the AAA. Thus, the Contractor indemnifies, saves and holds harmless **AAA of the PBRPC** against expense or liability of any kind arising out of service delivery performed by the Contractor. Contractor must immediately notify the AAA if the Contractor becomes involved in or is threatened with litigation related to program participants receiving services funded by the AAA.
4. Employees of the Contractor will not solicit or accept gifts or favors of monetary value by or on behalf of program participants as a gift, reward or payment.

C. Through the Direct Purchase of Services program, the AAA of the PBRPC agrees to:

1. Review program participant intake and assessment forms completed by the Contractor, as applicable, to determine program participant eligibility. Service authorization is based on program participant need and the availability of funds.
2. Provide timely written notification to Contractor of program participant's eligibility and authorization to receive services.
3. Maintain communication and correspondence concerning the program participants' status.
4. Provide timely technical assistance to Contractor as requested and as available.
5. Conduct quality-assurance procedures, which may include on-site visits, to ensure quality services are being provided and if applicable, CMS exclusion reviews are conducted.
6. Provide written policies, procedures, and standard documents concerning program participant authorization to release information (both a general and medical/health related release), client rights and responsibilities, contributions, and complaints/grievances and appeals to all program participants.

- 7. Contingent upon the AAA's receipt of funds authorized for this purpose from HHSC, reimburse the Contractor based on the agreed reimbursement methodology, approved rate(s), service(s) authorized, and in accordance with subsection (A)(2) of this document, within **45** days of the AAA's receipt of Contractor's invoice.

4. ASSURANCES

The Contractor shall comply with:

- A Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*)
- B Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794)
- C Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*)
- D Age Discrimination in Employment Act of 1975 (42 U.S.C. §§6101-6107)
- E Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688)
- F Food Stamp Act of 1977 (7 U.S.C. §200 *et seq.*)
- G Drug Free Workplace Act of 1988
- H Texas Senate Bill 1 - 1991, as applicable
- I HHSC administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement
- J Certification Regarding Debarment - 45CFR §92.35 Subawards to debarred and suspended parties; this document is required annually as long as this agreement is in effect
- K Centers for Medicare and Medicaid Services (CMS) State Medicaid Director Letter SMDL #09-001 regarding Individuals or Entities Excluded from Participation in Federal Health Care Programs
- L HHSC Information Letter 11-07 – Obligation to Identify Individuals or Entities Excluded from Participation in Federal Health Care Programs

5. FOCAL POINT

The Area Agency on Aging of the Permian Basin (AAA) is designated by the Health and Human Services Commission (HHSC) to be the focal point for services to persons 60 or older in the Permian Basin.

6. SIGNATURES

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective October 1, 2020 through September 30, 2021.

 Authorized Contractor Signature

Judge Charles Wolf
 Print Name

County Judge
 Title

 Date

 AAA Authorized Signature

Alma Montes
 Printed Name

Area Agency on Aging of the Permian Basin
 Agency

P.O. Box 60660
 Address

Midland, TX 79711
 City, State, Zip

 Date

ATTACHMENT B
CERTIFICATION

REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND GRANTS

Federal Executive Order 12549 requires the Texas Health and Human Services Commission (HHSC) to screen each covered potential contractor/grantee to determine whether each has a right to obtain a contract/grant in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor/grantee must also screen each of its covered subcontractors/providers.

In this certification "contractor/grantee" refers to both contractor/grantee and subcontractor/subgrantee; "contract/grant" refers to both contract/grant and subcontract/subgrant.

By signing and submitting this certification the potential contractor/grantee accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract/grant was entered into. If it is later determined that the potential contractor/grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the HHSC may pursue available remedies, including suspension and/or debarment.
2. The potential contractor/grantee shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor/grantee learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor/grantee agrees by submitting this certification that, should the proposed covered contract/grant be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the HHSC, as applicable.

Do you have or do you anticipate having subcontractors/subgrantees under this proposed contract? YES NO

5. The potential contractor/grantee further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts and Grants" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor/grantee may rely upon a certification of a potential subcontractor/subgrantee that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract/grant, unless it knows that the certification is erroneous. A contractor/grantee must, at a minimum, obtain certifications from its covered subcontractors/subgrantees upon each subcontract's/subgrant's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor/grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts/grants authorized under paragraph 4 of these terms, if a contractor/grantee in a covered contract/grant knowingly enters into a covered subcontract/subgrant with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United State Department of Agriculture, or other federal department or agency, as applicable, and/or the HHSC may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND GRANTS

Indicate which statement applies to the covered potential contractor/grantee:

The potential contractor/grantee certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/grant by any federal department or agency or by the State of Texas.

The potential contractor/grantee is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor/grantee must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

NAME OF POTENTIAL CONTRACTOR/GRANTEE _____

VENDOR ID NO./FEDERAL EMPLOYER'S ID NO. _____

Signature of Authorized Representative

Printed/Typed Name of Authorized Representative

Date

Title of Authorized Representative

THIS CERTIFICATION IS FOR FY 2020-2021, PERIOD BEGINNING October 1, 2020 and ENDING September 30, 2021.

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective contractor/grantee is providing the certification set out below.
2. The inability of a contractor/grantee to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor/grantee shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor/grantee to furnish a certification or an explanation shall disqualify such contractor/grantee from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor/grantee knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective contractor/grantee shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective contractor/grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective contractor/grantee agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective contractor/grantee further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

SUBCONTRACTOR AGREEMENT FORM

HHS CONTRACT NO. HHS000874100021

The DUA between HHS and Contractor establishes the permitted and required uses and disclosures of Confidential Information by Contractor.

Contractor has subcontracted with _____ for performance of duties on behalf of CONTRACTOR which are subject to the DUA. Subcontractor acknowledges, understands and agrees to be bound by the same terms and conditions applicable to Contractor under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. Contractor and Subcontractor agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right, but not the obligation, to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

Contractor and Subcontractor assure HHS that any Breach as defined by the DUA that Subcontractor Discovers shall be reported to HHS by Contractor in the time, manner and content required by the DUA.

If Contractor knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by Subcontractor that constitutes a material breach or violation of the DUA or the Subcontractor's obligations, Contractor shall:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with Subcontractor, if feasible;
3. Notify HHS immediately upon Discovery of the pattern of activity or practice of Subcontractor that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps Contractor is taking to cure or end the violation or terminate Subcontractor's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR

SUBCONTRACTOR

BY: J&--- t 7
NAME: y;rgl a.otlel..ew
Title: 1.1tll.#/ l1l. +.vi.: Lj1 JZ<.:fer,
DATE 10/ 1/1.0: 0 20 J-D

BY: _____
NAME: _____
TITLE: _____
DATE: _____, 20

FY2021 AFFIRMATIVE ACTION PLAN

The _____ Winkler County _____ hereby agrees that it will enact
(Name of Applicant)

affirmative action plan. Affirmative action is a management responsibility to take necessary steps to eliminate the effects of past and present job discrimination, intended or unintended, which is evident from an analysis of employment practices and policies. It is the policy of the agency that equal employment opportunity is afforded to all persons regardless of race, color, ethnic origin, religion, sex or age.

This applicant is committed to uphold all laws related to Equal Employment Opportunity including, but not limited to, the following:

Title VI of the Civil Rights Act of 1964, which prohibits discrimination because of race, color, religion, sex or nations origin in all employment practices including hiring, firing, promotion, compensation and other terms, privileges and conditions of employment.

The Equal Pay Act of 1963, which covers all employees who are covered by the Fair Labor Standards Act. The act forbids pay differentials on the basis of sex.

The Age Discrimination Act, which prohibits discrimination because of age against anyone between the ages of 50 and 70.

Federal Executive Order 11246, which requires every contract with Federal financial assistance to contain a clause against discrimination because of race, color, religion, sex or national origin.

Administration on Aging Program Instruction AoA PI-75-11, which requires all grantees to develop affirmative action plans. Agencies, which are part of an "umbrella agency," shall develop and implement an affirmative action plan for single organizational unit on aging. Preference for hiring shall be given to qualified older persons (subject to requirements of merit employment systems).

Section 504 of the Rehabilitation Act of 1973, which states that employers may not refuse to hire or promote handicapped persons solely because of their disability.

Charles M. Wolf _____ is the designated person with the executive authority responsible for the implementation of this affirmative action plan. Policy information on affirmative action and equal employment opportunity shall be disseminated through employee meetings, bulletin boards, and any newsletters prepared by this agency.

Work Force Analysis: Paid Staff

| Total Staff: | # Full Time | # Part Time |
|---------------------|-------------|-------------|
| Older Persons (60+) | # _____% | # _____% |
| Minority | # _____% | # _____% |
| Women | # _____% | # _____% |

2020 Winkler County Senior Center Board of Directors

Martha Stodghill

Karen Mitchell

Jan Cates

Jarrell Solomon

Suetta Lemmon



TEXAS ASSOCIATION of COUNTIES RISK MANAGEMENT POOL

Workers' Compensation Contribution & Coverage Declaration

Named Member: Winkler County

Coverage Period: January 1, 2021 through January 1, 2022

This Contribution & Coverage Declaration (CCD) is part of the Coverage Documents between the Texas Association of Counties Risk Management Pool (Pool) and the Named Member shown above, subject to the terms, conditions, definitions, exclusions, and sublimits contained in the Coverage Documents, any endorsements, and the Interlocal Participation Agreement (IPA).

| WORKERS' COMPENSATION | LIMITS |
|---|---------------------------|
| <i>Workers' Compensation Coverage: Part One of the Coverage Document applies to the Workers' Compensation Law in the State of Texas.</i> | |
| Each Accident | Statutory |
| Each Employee for Disease | Statutory |
| <i>Employers' Liability Coverage: Part Two of the Coverage Document applies to the work in the State of Texas. The Limits of the Pool's Liability under Part Two are:</i> | |
| Bodily Injury by Accident | \$1,000,000 Each Accident |
| Bodily Injury by Disease | \$1,000,000 Each Claimant |
| Aggregate per coverage period | \$2,000,000 |
| <i>Optional Coverage:</i> | |
| Elected Officials | Yes |
| Volunteers - Fire Fighters | No |
| Volunteers - Law Enforcement | No |
| Volunteers - Emergency Medical Personnel | Yes |
| Volunteers - All Others | No |
| Jurors | No |
| Election Workers (non-employees) | No |
| WORKERS' COMPENSATION DEDUCTIBLE | |
| Deductible (per Occurrence) | \$0 |
| WORKERS' COMPENSATION ANNUAL CONTRIBUTION | \$52,550 |



TEXAS ASSOCIATION of COUNTIES RISK MANAGEMENT POOL

Liability Contribution & Coverage Declarations

Member: Winkler County

Coverage Period: December 4, 2020 through December 4, 2021

This Contribution & Coverage Declarations (CCD) is part of the Coverage Documents between the Texas Association of Counties Risk Management Pool (Pool) and the Named Member shown above, subject to the terms, conditions, definitions, exclusions, and sub-limits contained in the Coverage Documents, any endorsements, and the Interlocal Participation Agreement (IPA).

| AUTO LIABILITY | Limits of Liability | Deductible Per Occurrence | Contribution |
|---|---------------------|---------------------------|-----------------|
| Bodily Injury Liability - Each Person | \$100,000 | \$0 | \$14,922 |
| Bodily Injury Liability - Each Accident | \$300,000 | | |
| Property Damage Liability - Each Accident | \$100,000 | | |
| Included Coverage | | | |
| Personal Injury Protection | \$5,000 | No deductible | Included |
| Optional Coverage | | | |
| Uninsured / Underinsured Motorist | Per Endorsement | \$250 | \$1,605 |
| AUTO LIABILITY CONTRIBUTION | | | \$16,527 |

| AUTO PHYSICAL DAMAGE | Limits of Liability | Deductible Per Covered Auto | Contribution |
|--|--|-----------------------------|-----------------|
| Comprehensive Coverage | The lesser of the Actual Cash Value at time of loss or cost of repair with like kind and quality | \$1,000 | \$26,993 |
| Collision Coverage | The lesser of the Actual Cash Value at time of loss or cost of repair with like kind and quality | \$1,000 | |
| AUTO PHYSICAL DAMAGE CONTRIBUTION | | | \$26,993 |

| GENERAL LIABILITY | Limits of Liability | Deductible Per Occurrence | Contribution |
|---|------------------------|---------------------------|----------------|
| Bodily Injury Liability - Each Person | \$100,000 | \$5,000 | \$4,196 |
| Bodily Injury Liability - Each Accident | \$300,000 | | |
| Property Damage Liability - Each Accident | \$100,000 | | |
| Included Coverage | | | |
| Personal and Advertising Injury Liability Per Person. Per Offense / Aggregate | \$100,000 \$300,000 | \$5,000 | Included |
| Crisis Management | \$100,000 | \$5,000 | Included |
| Employee Benefits Liability | \$500,000 | \$1,000 | Included |
| Garage Keeper's Legal Liability | \$50,000 | \$1,000 | Included |
| GENERAL LIABILITY CONTRIBUTION | | | \$4,196 |

| LAW ENFORCEMENT LIABILITY | | Retroactive Date | Limits of Liability | Deductible Per Claim | Contribution |
|---|--|------------------|--|----------------------|-----------------|
| Law Enforcement Liability | | Full Prior Acts | \$2,000,000 Per Claim \$2,000,000 Aggregate | \$5,000 | \$18,798 |
| Covered Law Enforcement Departments or Agency: | | | | | |
| Winkler County Attorney's Office Winkler County Constable's Offices Winkler County Employees Of The District Attorney's Office Winkler County Juvenile Probation Department Winkler County Sheriff's Office | | | | | |
| LAW ENFORCEMENT LIABILITY CONTRIBUTION | | | | | \$18,798 |

| PUBLIC OFFICIALS LIABILITY | | Retroactive Date | Limits of Liability | Deductible Per Claim | Contribution |
|--|--|------------------|--|----------------------|-----------------|
| Public Officials Liability | | Full Prior Acts | \$2,000,000 Per Claim \$2,000,000 Aggregate | \$5,000 | \$14,674 |
| Privacy or Security Event Liability and Expense Coverage | | 12/04/2017 | \$2,000,000 General Aggregate | \$5,000 | |
| Optional Coverage: | | | | | |
| District Judge | | 12/04/2009 | Per Endorsement | | \$500 |
| District Attorney - Malicious Prosecution | | 12/04/2008 | Per Endorsement | | \$500 |
| Split Coverage/Retroactive Coverage Dates: | | | | | |
| Privacy or Security Event Liability and Expense Coverage | | 05/01/2015 | \$1,000,000 General Aggregate | | |
| PUBLIC OFFICIALS LIABILITY CONTRIBUTION | | | | | \$15,674 |

| | |
|---|-----------------|
| TOTAL CONTRIBUTIONS | \$82,188 |
| This is not an invoice. An invoice will be submitted to the Pool Coordinator. | |

NOTICE OF ACCIDENT/CLAIM

Notice of an accident or claim (including service of process, if any) is to be delivered immediately to the Pool via the Texas Association of Counties Claims Department at:

Texas Association of Counties
Attention: CLAIMS
P. O. Box 2131
Austin, Texas 78768
Fax Number: 512-615-8942
Email: claims-cs@county.org

Any notice of claim and/or related documents should be mailed to the above immediately or by fax or email.

CONDITIONS

Coverage: This CCD is to outline limits, deductibles, and contributions only. All coverage is subject to the terms,

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

| | | | |
|---|--|---|--|
| Print or type See Specific Instructions on page 2. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Winkler County | | |
| | 2 Business name/disregarded entity name, if different from above | | |
| | 3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ County Government | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i> | |
| | 5 Address (number, street, and apt. or suite no.) P. O. Drawer 0 | Requester's name and address (optional) | |
| | 6 City, state, and ZIP code Kermit, TX 79745 | | |
| | 7 List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

| | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|--|--|--|--|--|---|---|---|---|---|---|---|--|--|--|--|
| Social security number | | | | | | | | | | | | | | | | | | | | | |
| <table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table> | | | | | | | | | | | <table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table> | | | | | | | | | | |
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| or | | | | | | | | | | | | | | | | | | | | | |
| Employer identification number | | | | | | | | | | | | | | | | | | | | | |
| <table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 10%; text-align: center;">7</td> <td style="width: 10%; text-align: center;">5</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table> | 7 | 5 | | | | | | | | | <table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 10%; text-align: center;">6</td> <td style="width: 10%; text-align: center;">0</td> <td style="width: 10%; text-align: center;">1</td> <td style="width: 10%; text-align: center;">2</td> <td style="width: 10%; text-align: center;">0</td> <td style="width: 10%; text-align: center;">2</td> </tr> </table> | 6 | 0 | 1 | 2 | 0 | 2 | | | | |
| 7 | 5 | | | | | | | | | | | | | | | | | | | | |
| 6 | 0 | 1 | 2 | 0 | 2 | | | | | | | | | | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

| | | |
|------------------|--|-------------------------|
| Sign Here | Signature of U.S. person ▶ <i>Jeanna Wolchik</i> | Date ▶ <i>11/6/2020</i> |
|------------------|--|-------------------------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

🔄 Reply all | ▾ 🗑 Delete Junk | ▾ ...



FW: Sr. Center and Hospital inspection



Craddock, Billy F (DSHS) <Billy.Craddock@dshs.texas.gov>

Mon 10/26, 1:21 PM

Debbie Simmons ▾

🔄 Reply all | ▾

Meals Program

You forwarded this message on 10/26/2020 2:06 PM

Good Morning,

Per our conversation on the phone this morning, you are requesting inspections of both the senior center and the hospital. Both request for inspection were paid for and submitted in August. Due to Covid 19 we are behind on catching up on all nonprofit inspections. Thank you for reaching out. I have made a note of the inspections needed and we will get out there and get those done as soon as we can.

Thank you,

Billy Craddock, R.S.

Sanitarian III, Supervisor

Public Health Sanitation and Retail Food Safety

Texas Dept. State Health Services – PHR 9/10

622 S Oakes, Ste. H, San Angelo, TX 76937

(Office) 325-659-7862 (iPhone) 512-450-4157 (Fax) 325-655-6798



TEXAS DEPARTMENT OF STATE HEALTH SERVICES
 Division for Regulatory Services
 PO Box 149347, Austin, TX 78714
 (512) 834-6660

| | | | |
|------------------------|---|-------------------|-------------------------------|
| Facility Name | WINKLER COUNTY SENIOR CITIZENS RECREATION CENTER | License Type | Non Profit Inspection Program |
| Facility Address | 416 E CAMPBELL KERMIT TX 79745 | | |
| Inspection Type | Periodic/Routine | Inspection Number | 243002 |
| Inspector | CHAPMAN, TAYLOR | Inspection Date | 07/23/2019 |
| Inspection Total Score | 2 | | |

This notice is to acknowledge that the Texas Department of State Health Services (DSHS) conducted an inspection of or visited your business on the date listed above. The information that has been gathered is subject to further department review, and you may receive additional correspondence as a result.

Your attention is directed to the deficiency/violation noted below within the scope of this inspection/visit.

Nonprofit Inspection

| Reg. Code | Repeat Offense | Description | Form Score: 2 |
|-----------|----------------|---|---------------|
| 228.33(d) | | <p>Item #22 - All food employees, except for certified food manager, shall successfully complete an accredited food handler training course within 60 days of employment.</p> <p>Notes: There are at least four employees at this establishment and none of the employees were able to present a valid food handler's certificate during the inspection. This establishment serves food to a population of highly susceptible senior citizens once a week, every Friday, and the employees do not have valid food handler's certificates.</p> | |

Remarks:

Reach in refrigerator: macaroni salad- 41F; sliced pickles- 41F
 3 compartment sink: sanitizer- 50ppm Cl

No hot hold, cooking, or reheating temperatures observed during this inspection. Establishment only serves food to the public on Friday, so no food preparation was occurring during inspection.

Inspector/Sanitarian:

CHAPMAN, TAYLOR

Owner/Operator/Manager/PIC:

Robin Hawkins

Date: 07/23/2019

Date: 07/23/2019

FHC Food Handler Classes

Food Handler Training Certificate

Dora Lujan

*Certificate awarded for successfully completing the
Food Handler Classes Training Course*

Food Handler Classes
www.FoodHandlerClasses.com



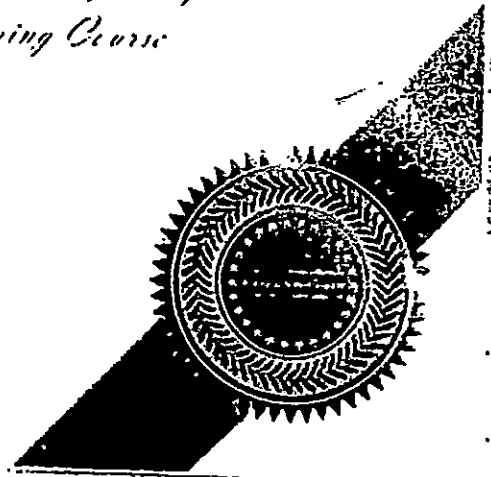
Food Handler Classes

www.FoodHandlerClasses.com



Name: Dora Lujan
Course Name: Food Handler Training
Certificate No: TX-594879
Completed: August 7, 2019
Expiration: August 7, 2021
Provider No: TXDSHS License #80

DSBWorldWide, Inc. 103 S Travis St., Suite 200, Sherman, TX 75090



Attention
Food Handler's License
Grab a tab, sign up online, and get certified today!

Food Managers...
Please post to help get your food handlers certified!

Texas.FoodHandlerClasses.com
Texas.FoodHandlerClasses.com
Texas.FoodHandlerClasses.com
Texas.FoodHandlerClasses.com
Texas.FoodHandlerClasses.com
Texas.FoodHandlerClasses.com
Texas.FoodHandlerClasses.com
Texas.FoodHandlerClasses.com
Texas.FoodHandlerClasses.com

FHC Food Handler Classes

Food Handler Training Certificate

Alicia Lujan

*Certificate awarded for successfully completing the
Food Handler Classes Training Course*

Food Handler Classes
www.FoodHandlerClasses.com



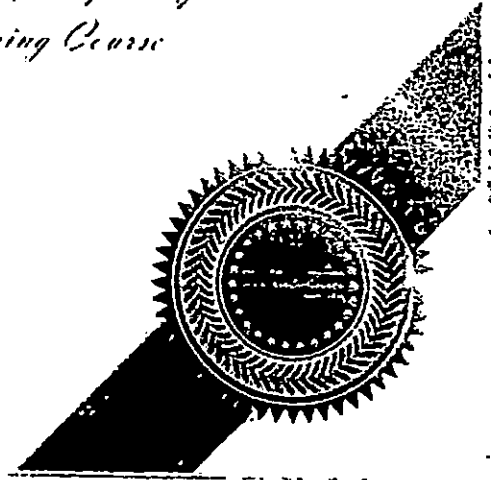
Food Handler Classes

www.FoodHandlerClasses.com



Name: Alicia Lujan
Course Name: Food Handler Training
Certificate No: TX-594942
Completion: August 7, 2019
Expiration: August 7, 2021
Provider No: TXDSHS License #80

DSBWorldWide, Inc. 103 S Travis St., Suite 200, Sherman, TX 75090



Attention
Food Handler's License
Grab a tab, sign up online, and get certified today!

Food Managers...
Please post to help get your food handlers certified!

Texas.FoodHandlerClasses.com

Texas.FoodHandlerClasses.com

Texas.FoodHandlerClasses.com

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FHC Food Handler Classes

Food Handler Training Certificate

Tamara Kemp

*Certificate awarded for successfully completing the
Food Handler Classes Training Course*

Food Handler Classes
www.FoodHandlerClasses.com



Food Handler Classes

www.FoodHandlerClasses.com



Name: Tamara Kemp

Course Name: Food Handler Training

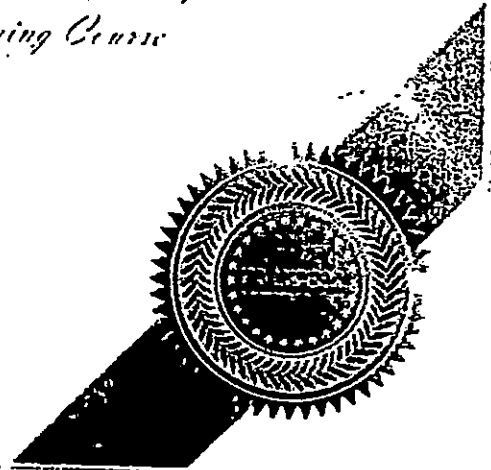
Certificate No: TX-594904

Completed: August 7, 2019

Expiration: August 7, 2021

Provider No: TXDSHS License # 80

DSBWorldWide, Inc. 103 S Travis St., Suite 200, Sherman, TX 75090



Attention
Food Handler's License

Grab a tab, sign up online, and get certified today!

Food Managers...

Please post to help get your food handlers certified!

Texas.FoodHandlerClasses.com

Texas.FoodHandlerClasses.com

Texas.FoodHandlerClasses.com

Texas.FoodHandlerClasses.com

Texas.FoodHandlerClasses.com

Texas.FoodHandlerClasses.com

Texas.FoodHandlerClasses.com

Texas.FoodHandlerClasses.com



Learn2Serve Texas Food Handler Training Program

This document hereby certifies that

Robin Hawkins

**Has successfully completed the Learn2Serve Texas Food
Handler Education or Training Program
License # 9**

Learn2Serve Authorized Signature
www.learn2serve.com

Certificate Number: TX-369099

Effective Date: 07/29/2019

Credit Hours: 2

Learn2Serve.com
6801 N Capital of Texas Hwy,
Suite 150, Austin, TX 78731
TXDSHS Accreditation License #9

This Certificate Expires Two Years After The Effective Date



TEXAS DEPARTMENT OF STATE HEALTH SERVICES
Division for Regulatory Services
PO Box 149347, Austin, TX 78714
(512) 834-6660

| | | | |
|------------------------|-------------------------------------|-------------------|-------------------------------|
| Facility Name | WINKLER COUNTY HOSPITAL DISTRICT | License Type | Non Profit Inspection Program |
| Facility Address | 821 JEFFEE DR KERMIT TX 79745 | | |
| Inspection Type | Periodic/Routine | Inspection Number | 243003 |
| Inspector | CHAPMAN, TAYLOR | Inspection Date | 07/23/2019 |
| Inspection Total Score | 0 | | |

This notice is to acknowledge that the Texas Department of State Health Services (DSHS) conducted an inspection of or visited your business on the date listed above. The information that has been gathered is subject to further department review, and you may receive additional correspondence as a result.

There is no deficiency/violation cited or noted within the scope of this inspection/visit.

Remarks:

Walk in refrigerator: sliced pickles- 41F
Reach in refrigerator: sliced roast beef- 41F
Hot hold cabinet: lasagna- 156F
3 compartment sink: sanitizer- 50ppm Cl

Inspector/Sanitarian:

CHAPMAN, TAYLOR

Date: 07/23/2019

Owner/Operator/Manager/PIC:

alecia robinson

Date: 07/23/2019

26 - PAY PERIODS OR NON ELECTED
 27 - PAY PERIODS FOR ELECTED

2021 Calendar

Downloaded from WinCalendar.com

JANUARY

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | | | | | | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

FEBRUARY

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | | | | | | |

MARCH

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

APRIL

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | |

MAY

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
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| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | | | | | | |

JUNE

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
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| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | | | |

JULY

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AUGUST

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| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

SEPTEMBER

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | | |

OCTOBER

| S | M | T | W | T | F | S |
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| | | | | | 1 | 2 |
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| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

NOVEMBER

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | | | | |

DECEMBER

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

████████
████████
END OF PAY PERIOD
████████

More Calendar Templates: [2021](#), [2022](#), [Online Calendar](#)

| | | | | |
|--------------------|-------------------------|---------------------|------------------------|---------------------|
| NEW YEARS DAY 1/1 | MARTIN LUTHER KING 1/18 | PRESIDENTS DAY 2/15 | TEXAS INDEPENDENCE 3/2 | GOOD FRIDAY 4/2 |
| MEMORIAL DAY 5/31 | INDEPENDENCE DAY 4/5 | LABOR DAY 9/6 | VETERANS DAY 11/11 | THANSIVING 11/25-26 |
| CHRISTMAS 12/23-24 | | | | |



P.O. Box 948
West Plains, MO 65775

800-793-0010 • Fax 866-299-3303
membership@airmedcarenetwork.com

Invoice

Winkler County, TX
PO Box Drawer Y
Kermit, TX 79745

For: AMCN Membership
Invoice #: 5767-11042020
Wednesday, November 04, 2020

| Quantity | Type | Names and Dates | Amount |
|----------|---------------------------|---------------------|--------------------|
| 1 | Municipal Site Membership | 1/1/2021 – 1/1/2022 | \$38,878.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | Total Amount | \$38,878.00 |

Please make all checks payable to Air Med Care Network.

FedEx Code: 4804-1874-3
Mail to: 1800 Air Medical Drive, Suite 1
West Plains, MO 65775

-OR-

Send by regular mail
Mail to: PO Box 948
West Plains, MO 65775

If you have any questions concerning this invoice, please contact

Jennifer Gallamore at 417-257-1697 or email Jennifer.Gallamore@gmr.net





Plan Code: 5767

**AirMedCare Network Municipal Site Membership
For Winkler County, TX**

Organization: Winkler County, TX
Address: PO Box Drawer Y
Kermit, TX 79745

Contact: Debbie Simmons / County Judge – Charles Wolf
Phone: 432-586-6658
Email: debbie.simmons@co.winkler.tx.us
County: Winkler

Membership Sales Manager/Base: Rebekah Parker MT230

Covered Individuals and Transports:

Any individual who resides within the boundaries of Winkler County, TX when transported for medical necessity by MedTrans Corporation (or any AirMedCare Network Provider) will be covered under the standard terms and conditions for an AirMedCare Network membership (attached), except:

- Transport must be from a pickup location in Winkler County, TX; and
- If the covered individual transported is uninsured at the time of transport, MedTrans Corporation will bill the covered individual at the "Medicare Allowable Rate" for the transport.

Fees:

Winkler County, TX will pay to AirMedCare Network a total of \$38,878.00 annual.

Upgrade Benefit to Covered Individuals:

Any individual who resides within the boundaries of Winkler County, TX may elect to obtain a full household membership (which eliminates the exceptions listed above) by completing an application and paying the following fees:

| Standard Annual Rate | *Senior Annual Rate |
|--|---------------------|
| \$45 | \$35 |
| <i>*Senior rate is available to the primary and secondary household member if they are 60 years of age or older.</i> | |

Duration:

This agreement will be effective upon AirMedCare Network's receipt of (a) this agreement signed by the participating Organization AND (b) payment of the amount as provided above. This agreement will be effective for one (1) year, and will be evaluated by both parties for renewal at least thirty (30) days prior to the end of the one (1) year term.



Initial _____



Terms and Conditions

AirMedCare Network is an alliance of affiliated air ambulance providers* (each a "Company"). An AirMedCare Network membership automatically enrolls you as a member in each Company's membership program. Membership ensures the patient will have no out-of-pocket flight expenses if flown by a Company by providing prepaid protection against a Company's air ambulance costs that are not covered by a member's insurance or other benefits or third party responsibility, subject to the following terms and conditions:

1. Patient transport will be to the closest appropriate medical facility for medical conditions that are deemed by AMCN Provider attending medical professionals to be life- or limb-threatening, or that could lead to permanent disability, and which require emergency air ambulance transport. A patient's medical condition, not membership status, will dictate whether or not air transportation is appropriate and required. Under all circumstances, an AMCN Provider retains the sole right and responsibility to determine whether or not a patient is flown.
2. AMCN Provider air ambulance services may not be available when requested due to factors beyond its control, such as use of the appropriate aircraft by another patient or other circumstances governed by operational requirements or restrictions including, but not limited to, equipment manufacturer limitations, governmental regulations, maintenance requirements, patient condition, age or size, or weather conditions. FAA restrictions prohibit most AMCN Provider aircraft from flying in inclement weather conditions. The primary determinant of whether to accept a flight is always the safety of the patient and medical flight crews. Emergent ground ambulance transport of a member by an AMCN Provider will be covered under the same terms and conditions.
3. Members who have insurance or other benefits, or third party responsibility claims, that cover the cost of ambulance services are financially liable for the cost of AMCN Provider services up to the limit of any such available coverage. In return for payment of the membership fee, the AMCN Provider will consider its air ambulance costs that are not covered by any insurance, benefits or third party responsibility available to the member to have been fully prepaid. The AMCN Provider reserves the right to bill directly any appropriate insurance, benefits provider or third party for services rendered, and members authorize their insurers, benefits providers and responsible third parties to pay any covered amounts directly to the AMCN Provider. Members agree to remit to the AMCN Provider any payment received from insurance or benefit providers or any third party for air medical services provided by the AMCN Provider, not to exceed regular charges. Neither the Company nor AirMedCare Network is an insurance company. Membership is not an insurance policy and cannot be considered as a secondary insurance coverage or a supplement to any insurance coverage. **Neither the Company nor AirMedCare Network will be responsible for payment for services provided by another ambulance service.**
4. Membership starts 15 days after the Company receives a complete application with full payment; however, the waiting period will be waived for unforeseen events occurring during such time. Members must be natural persons. Memberships are non-refundable and non-transferable.
5. Some state laws prohibit Medicaid beneficiaries from being offered membership or being accepted into membership programs. By applying, members certify to the Company that they are not Medicaid beneficiaries.
6. These terms and conditions supersede all previous terms and conditions between a member and the Company or AirMedCare Network, including any other writings, or verbal representations, relating to the terms and conditions of membership.

*Air Evac EMS, Inc. / Guardian Flight, LLC / Med-Trans Corporation / REACH Air Medical Services, LLC — These terms and conditions apply to all AirMedCare Network participating provider membership programs, regardless of which participating provider transports you.

Agreed to by:

Signature

Printed Name

Title

Organization Name

Date

Signature

Keith Hovey

Printed Name

Vice President

Title

Membership

Division

Date

INTERLOCAL AGREEMENT

This interlocal agreement (the "Agreement") is made by and between the **REGIONAL PUBLIC DEFENDER OFFICE LOCAL GOVERNMENT CORPORATION** ("RPDO"), and **Winkler COUNTY, TEXAS** ("PARTICIPANT"), a political subdivision of the State of Texas, (also, individually, a "Party" or, collectively, the "Parties"). This Agreement is made pursuant to the Fair Defense Act, Texas Code of Criminal Procedure 26.044(b), and Texas Government Code Chapter 791.

RECITALS

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested; and

WHEREAS, the RPDO is a public, non-profit corporation organized under Subchapter D, Chapter 431 of the Texas Transportation Code a "local government" pursuant to Section 791.003(4)(B) of the Texas Government Code and is authorized to participate on behalf of Lubbock County to oversee and provide defense services to indigent defendants in Lubbock County and other counties which enter into interlocal agreements with the RPDO to provide defense services; and

WHEREAS, Participant has a need for and desires the RPDO to provide defense services to indigent defendants in «COUNTY» County, Texas outlined herein; and

WHEREAS, each Party finds: 1) that the subject of this Agreement is necessary for the benefit of the public; and 2) that it has the legal authority to perform and to provide the government function or service which is the subject matter of this Agreement; and,

WHEREAS, the performance of this Agreement by RPDO and PARTICIPANT will be in the common interest of the Parties;

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I PROGRAM

1.01 **Program Purpose and Term**. The Regional Public Defender for Capital Cases (the "RPDO"), funded proportionately by the Texas Indigent Defense Commission Multi-Year Discretionary Grant Program Funds (the "TIDC"), will provide court-appointed counsel for individuals charged with the offense of capital murder (death-eligible) in the participating counties and who cannot afford to hire their own attorney. Inmates in units of the Texas Department of Criminal Justice within the region who are charged with capital murder will continue to be represented by the State Counsel on Offenders, or by private counsel in the case of a conflict. Capital murder cases filed against inmates in units of the Texas Department of Criminal Justice shall not be counted in the average number of capital murder cases filed in a county.

Participant recognizes that counties from other Administrative Judicial Regions ("Region") are also participating in the program. Each county's participatory costs are based upon funding by the Texas Indigent Defense Commission that is expected to total \$4,200,000 in FY20 and \$4,200,000 in FY21. Of

this total, \$4,200,000 in FY20 and \$4,200,000 in FY21 consist of Sustainability Grant Funds from the Texas Indigent Defense Commission (“TIDC”). It is possible that the TIDC may consider additional funding mechanisms during Fiscal Years 2020 and 2021; however, the TIDC funding is not anticipated to be less than detailed above. The remaining portion of the program’s budget is cost-sharing commensurate with all eligible counties’ applicable inclusion in the program.

In order to provide sustainable funding for the RPDO and a fund balance for emergency situations, participating counties will contribute (with a minimum contribution of \$1,000 per county) per the detailed county allocation schedule marked as Attachment 1 and incorporated herein for all purposes. Based upon this cost-sharing approach, participating counties shall provide the remaining operating costs based upon a formula taking into account the population of the county as a percentage of the whole of the 181 participating counties (50%) and the average number of capital murder cases filed between 2003 and 2013 as a percentage of the 181 participating counties (50%).

The Interlocal Agreements shall become effective January 1, 2021 and continue through September 30, 2021. Thereafter, the agreements shall renew automatically each October 1st for a successive one-year term through September 30, 2021, unless terminated under this Agreement.

- 1.02 **Judges Authorized to Appoint RPDO.** The District Courts in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, 8th, 9th, 10th, and 11th Administrative Judicial Regions in eligible counties may participate in the Program. The Program allows the Honorable Judge(s) of the Judicial District having jurisdiction within PARTICIPANT’s geographic boundaries to appoint the RPDO for the trial defense of death-eligible capital murder cases. In the event of a conflict of interest among defendants or a legal liability for the RPDO to accept appointment, the trial court shall appoint an attorney or attorneys other than the RPDO at the PARTICIPANT’s expense.
- 1.03 **Duties and Responsibilities of the RPDO.** The RPDO will represent defendants at the trial or re-trial phase only. All decisions pertaining to the presentation of the case will be at the sole discretion of the RPDO. The RPDO will at all times be guided by and comply with his or her duties as a licensed attorney in the State of Texas and the Texas Disciplinary Rules of Professional Conduct in making these determinations.
- 1.04 **Program Analysis.** At least quarterly throughout the period of the grant and at the end of the grant year, the RPDO will prepare an analysis of the Program, as well as an estimated cost for PARTICIPANT’s continued participation after all grant funds are expended. The analysis will consist of a fiscal analysis and an analysis of the effectiveness of the RPDO in meeting pre-established goals and objectives. The RPDO will provide copies of the analysis to PARTICIPANT’s Commissioners Court and to the Honorable Judges identified of the Participating Administrative Judicial Regions. PARTICIPANT shall have three months from the date the cost analysis is provided to the Commissioners Courts to consider the analysis and determine whether participant will continue to participate in the Program. If PARTICIPANT requests to continue participating in the Program, a new interlocal agreement as to funding and the funding cycle will be necessary.
- 1.05 **Data for the Analysis.** As consideration for its participation in the Program, PARTICIPANT agrees to provide the RPDO information as needed to conduct the analysis, including the current payment schedule for court-appointed counsel on capital murder cases and the previous five fiscal years’ data on the amount PARTICIPANT paid for appointed counsel on capital murder cases, if available.

- 1.06 **Additional Experts.** PARTICIPANT will continue to incur the expense of additional experts as approved by the local court.
- 1.07 **Fact Investigators and Mitigation Specialists.** The RPDO will provide a fact investigator and mitigation specialist to cases assigned to the RPDO office.
- 1.08 **No other Costs Incurred.** Neither the TIDC nor the RPDO will assume any additional costs associated with representation of indigent defendants. Costs of interpreters or any other collateral cost must be absorbed by PARTICIPANT.

ARTICLE II
OTHER TERMS AND CONDITIONS

- 2.01 **Notice and Addresses.** Any notice required by this Agreement shall be deemed to be properly served, if (i) provided in person, by e-mail with delivery confirmation; or (ii) deposited in the United States mail by certified letter, return receipt requested, addressed to the recipient at recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described:

If to RPDO:

Edward Ray Keith Jr.
Chief Public Defender
Regional Public Defender for Capital Cases
PO Box 2097
Lubbock, Texas 79408
E-Mail: RKeith@rpdo.org

If to PARTICIPANT:

Honorable Charles M. Wolf
County Judge
Winkler County
PO Drawer Y,
Kermit, Texas 79745
E-Mail: charles.wolf@co.winkler.tx.us

- 2.02 **Governmental Function/No Waiver of Immunity.** The parties to this Agreement acknowledge that the services contracted for in this Agreement relate to the governmental functions of the PARTICIPANT and the RPDO. Nothing in this Agreement shall be construed to impair or affect any sovereign or governmental immunity or official immunity enjoyed by or otherwise available to the PARTICIPANT, the RPDO, or their respective officers and employees. No waiver of sovereign or official immunity, whether express or implied, is intended or made by this Agreement.

- 2.03 **No Partnership.** Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
- 2.04 **Employee Status.** RPDO shall have the sole obligation to employ, direct, control, supervise, manage, discharge and compensate all of its employees. RPDO's employees will not be considered, for any purpose, employees of PARTICIPANT within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, health insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.
- 2.05 **Waiver.** The failure of any Party to insist upon the performance of any terms or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.
- 2.06 **Benefit of the Parties.** The terms and conditions of this Agreement are solely for the benefit of the Parties and are not intended to create any rights, contractual or otherwise, for any other person or entity.
- 2.07 **Force Majeure.** If the performance of any obligation under this Agreement is delayed by something reasonably beyond the control of the Party obligated to perform ("Force Majeure"), that Party shall be excused from performing the obligation during that period, so that the time period applicable to the performance shall be extended for a period of time equal to the period that Party was delayed due to the event of Force Majeure.
- 2.08 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.
- 2.09 **Non-Appropriation.** RPDO and PARTICIPANT recognize that any payments made for performance under this Agreement and any services provided shall be and are subject to the current revenues available to the respective party. Either party may terminate this Agreement, without incurring any liability to the other except to pay for any services already rendered, if funds sufficient to pay the obligations hereunder or to provide the services are not appropriated by the respective governing bodies of the parties. Unless terminated pursuant to other applicable termination provisions contained in this Agreement, in the event of non-appropriation of funds by a governing body of one of the parties to this Agreement for services provided under this Agreement, this Agreement shall terminate automatically on the last day of the then-current fiscal year or when the appropriation made for the then-current fiscal year for the services covered by this Agreement is spent, whichever occurs first.
- 2.10 **Prior Agreements Superseded.** This Agreement constitutes the only agreement of the Parties and supersedes any prior understanding or written or oral agreements between the Parties respecting the within subject matter.
- 2.11 **Amendments.** In order to be binding, an amendment to this Agreement must be in writing, dated subsequent to the date of this Agreement, and executed by the Parties.

2.12 **Withdrawal by Party.**

- (a) **Voluntary Withdrawal.** Voluntary withdrawal by PARTICIPANT from the Agreement shall occur upon the affirmative decision by PARTICIPANT's Commissioners Court to withdraw from the Agreement and the withdrawing PARTICIPANT giving at least one hundred and eighty (180) calendar days' notice in writing to RPDO and the RPDO. The effective date of voluntary withdrawal shall be one hundred and eighty (180) calendar days after the withdrawing Participant gives written notice to RPDO.
- (b) **Involuntary Withdrawal.** PARTICIPANT shall be deemed to have involuntarily withdrawn from the Agreement upon the failure by the PARTICIPANT to pay any cost-sharing payment by the due date, as provided in a notice to the PARTICIPANT. PARTICIPANT shall be given thirty (30) days written notice of non-payment by RPDO and shall not be deemed to be in default until the expiration of thirty (30) days after receipt of the written notice.
- (c) In the event that PARTICIPANT withdraws under (a) or (b) and the RPDO is representing an individual or individuals after having been appointed by a court in PARTICIPANT'S county, beginning on the effective date of the withdrawal, PARTICIPANT shall be responsible for timely payment of \$150.00 per hour for the first chair attorney, \$125.00 per hour for the second chair attorney, \$60.00 per hour for the mitigation specialist and \$50.00 per hour for the investigator. Additionally, PARTICIPANT shall also timely pay upon receipt and documentation all investigative costs incurred by the RPDO including but not limited to travel, lodging, meals and records collection.

SIGNED AND EXECUTED this _____ day of _____, 20__.

REGIONAL PUBLIC DEFENDER
OFFICE LOCAL GOVERNMENT
CORPORATION

COUNTY OF Winkler

William Cox, Chairman

Honorable Charles M. Wolf
County Judge

ATTEST:

ATTEST:

Geoff Burkhardt
Board Secretary

County Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

Edward Ray Keith Jr.
Chief Public Defender
Regional Public Defender
for Capital Cases

REVIEWED FOR FORM:

REVIEWED FOR FORM:

Matthew L. Wade
Underwood Law Firm
General Counsel

| County | 2010 Pop | %Total Pop | Avg cases per yr | %Total Cases | FY21 Cost per County |
|---------------|----------|------------|------------------|--------------|----------------------|
| Andrews | 14,786 | 0.17% | 0.4 | 0.31% | \$8,984.00 |
| Angelina | 86,771 | 0.97% | 1.3 | 0.99% | \$37,551.00 |
| Aransas | 23,158 | 0.26% | 0.2 | 0.15% | \$7,646.00 |
| Archer | 9,054 | 0.10% | 0.0 | 0.00% | \$1,719.00 |
| Armstrong | 1,901 | 0.02% | 0 | 0.00% | \$1,000.00 |
| Atascosa | 44,911 | 0.50% | 0.6 | 0.46% | \$18,255.00 |
| Austin | 28,417 | 0.32% | 0.9 | 0.69% | \$19,402.00 |
| Bailey | 7,165 | 0.08% | 0.6 | 0.46% | \$10,447.00 |
| Bandera | 20,485 | 0.23% | 0.1 | 0.08% | \$5,605.00 |
| Baylor | 3,726 | 0.04% | 0 | 0.00% | \$1,000.00 |
| Bell | 310,235 | 3.48% | 6 | 4.58% | \$155,196.00 |
| Blanco | 10,497 | 0.12% | 0.2 | 0.15% | \$5,058.00 |
| Borden | 641 | 0.01% | 0 | 0.00% | \$1,000.00 |
| Bosque | 18,212 | 0.20% | 0.3 | 0.23% | \$8,174.00 |
| Brewster | 9,232 | 0.10% | 0 | 0.00% | \$1,756.00 |
| Briscoe | 1,637 | 0.02% | 0 | 0.00% | \$1,000.00 |
| Brown | 38,106 | 0.43% | 1.9 | 1.45% | \$36,601.00 |
| Burleson | 17,187 | 0.19% | 0.5 | 0.38% | \$11,001.00 |
| Caldwell | 38,066 | 0.43% | 0.1 | 0.08% | \$9,242.00 |
| Calhoun | 21,381 | 0.24% | 0.3 | 0.23% | \$8,829.00 |
| Camp | 12,401 | 0.14% | 0 | 0.00% | \$2,413.00 |
| Carson | 6,182 | 0.07% | 0 | 0.00% | \$1,126.00 |
| Cass | 30,464 | 0.34% | 0.5 | 0.38% | \$13,747.00 |
| Castro | 8,062 | 0.09% | 0 | 0.00% | \$1,515.00 |
| Chambers | 35,096 | 0.39% | 0.2 | 0.15% | \$10,147.00 |
| Childress | 7,041 | 0.08% | 0 | 0.00% | \$1,304.00 |
| Clay | 10,752 | 0.12% | 0.3 | 0.23% | \$6,630.00 |
| Cochran | 3,127 | 0.04% | 0 | 0.00% | \$1,000.00 |
| Coke | 3,320 | 0.04% | 0 | 0.00% | \$1,000.00 |
| Coleman | 8,895 | 0.10% | 0.1 | 0.08% | \$3,207.00 |
| Collingsworth | 3,057 | 0.03% | 0 | 0.00% | \$1,000.00 |
| Comanche | 13,974 | 0.16% | 0.2 | 0.15% | \$5,760.00 |
| Concho | 4,087 | 0.05% | 0 | 0.00% | \$1,000.00 |
| Cooke | 38,437 | 0.43% | 0.9 | 0.69% | \$21,238.00 |
| Coryell | 75,388 | 0.85% | 0.8 | 0.61% | \$27,599.00 |
| Cottle | 1,505 | 0.02% | 0 | 0.00% | \$1,000.00 |
| Crane | 4,375 | 0.05% | 0.1 | 0.08% | \$2,272.00 |
| Crockett | 3,719 | 0.04% | 0.1 | 0.08% | \$2,136.00 |
| Crosby | 6,059 | 0.07% | 0.1 | 0.08% | \$2,620.00 |
| Dallam | 6,703 | 0.08% | 0 | 0.00% | \$1,234.00 |
| Dawson | 13,833 | 0.16% | 0 | 0.00% | \$2,709.00 |
| De Witt | 20,097 | 0.23% | 0 | 0.00% | \$5,374.00 |
| Deaf Smith | 19,372 | 0.22% | 0.1 | 0.08% | \$4,005.00 |
| Dickens | 2,444 | 0.03% | 0 | 0.00% | \$1,000.00 |
| Dimmit | 9,996 | 0.11% | 0.1 | 0.08% | \$3,435.00 |
| Donley | 3,677 | 0.04% | 0.1 | 0.08% | \$2,128.00 |

| | | | | | |
|------------|---------|-------|------|-------|--------------|
| Eastland | 18,583 | 0.21% | 0.1 | 0.08% | \$5,211.00 |
| Ector | 137,130 | 1.54% | 3.8 | 2.90% | \$85,957.00 |
| Edwards | 2,002 | 0.02% | 0 | 0.00% | \$1,000.00 |
| Falls | 17,866 | 0.20% | 0.8 | 0.61% | \$15,700.00 |
| Fannin | 33,915 | 0.38% | 0.5 | 0.38% | \$14,461.00 |
| Fayette | 24,554 | 0.28% | 0 | 0.00% | \$4,902.00 |
| Fisher | 3,974 | 0.04% | 0 | 0.00% | \$1,000.00 |
| Floyd | 6,446 | 0.07% | 0 | 0.00% | \$1,181.00 |
| Foard | 1,336 | 0.02% | 0 | 0.00% | \$1,000.00 |
| Franklin | 10,605 | 0.12% | 0.6 | 0.46% | \$11,158.00 |
| Freestone | 19,816 | 0.22% | 0.2 | 0.15% | \$6,986.00 |
| Frio | 17,217 | 0.19% | 0.4 | 0.31% | \$9,487.00 |
| Gaines | 17,526 | 0.20% | 0.8 | 0.61% | \$15,629.00 |
| Galveston | 291,309 | 3.27% | 3.1 | 2.37% | \$107,215.00 |
| Garza | 6,461 | 0.07% | 0 | 0.00% | \$1,184.00 |
| Gillespie | 24,837 | 0.28% | 0 | 0.00% | \$4,985.00 |
| Glasscock | 1,226 | 0.01% | 0 | 0.00% | \$1,000.00 |
| Goliad | 7,210 | 0.08% | 0.1 | 0.08% | \$2,859.00 |
| Gray | 22,535 | 0.25% | 0.8 | 0.61% | \$16,665.00 |
| Grayson | 120,877 | 1.36% | 1.9 | 1.45% | \$53,724.00 |
| Grimes | 26,604 | 0.30% | 0.2 | 0.15% | \$8,390.00 |
| Hale | 36,273 | 0.41% | 0.5 | 0.38% | \$14,949.00 |
| Hall | 3,353 | 0.04% | 0 | 0.00% | \$1,000.00 |
| Hamilton | 8,517 | 0.10% | 0 | 0.00% | \$1,609.00 |
| Hansford | 5,613 | 0.06% | 0.1 | 0.08% | \$2,528.00 |
| Hardeman | 4,139 | 0.05% | 0 | 0.00% | \$1,000.00 |
| Hardin | 54,635 | 0.61% | 0.7 | 0.53% | \$21,786.00 |
| Hartley | 6,062 | 0.07% | 0 | 0.00% | \$1,101.00 |
| Hemphill | 3,807 | 0.04% | 0 | 0.00% | \$1,000.00 |
| Henderson | 78,532 | 0.88% | 0.7 | 0.53% | \$26,373.00 |
| Hill | 35,089 | 0.39% | 0.5 | 0.38% | \$14,704.00 |
| Hockley | 22,935 | 0.26% | 0 | 0.00% | \$4,592.00 |
| Hood | 51,182 | 0.57% | 0.6 | 0.46% | \$19,552.00 |
| Hopkins | 35,161 | 0.39% | 0.4 | 0.31% | \$13,199.00 |
| Howard | 35,012 | 0.39% | 0 | 0.00% | \$7,090.00 |
| Hudspeth | 3,476 | 0.04% | 0.25 | 0.19% | \$4,351.00 |
| Hunt | 86,129 | 0.97% | 2.8 | 2.14% | \$60,212.00 |
| Hutchinson | 22,150 | 0.25% | 0.3 | 0.23% | \$8,988.00 |
| Irion | 1,599 | 0.02% | 0 | 0.00% | \$1,000.00 |
| Jack | 9,044 | 0.10% | 0 | 0.00% | \$1,718.00 |
| Jeff Davis | 2,342 | 0.03% | 0 | 0.00% | \$1,000.00 |
| Jim Hogg | 5,300 | 0.06% | 0 | 0.00% | \$1,000.00 |
| Karnes | 14,824 | 0.17% | 0 | 0.00% | \$2,914.00 |
| Kaufman | 103,350 | 1.16% | 2.1 | 1.60% | \$53,137.00 |
| Kendall | 33,410 | 0.38% | 0.2 | 0.15% | \$9,798.00 |
| Kenedy | 416 | 0.00% | 0 | 0.00% | \$1,000.00 |
| Kent | 808 | 0.01% | 0 | 0.00% | \$1,000.00 |
| Kerr | 49,625 | 0.56% | 0.3 | 0.23% | \$14,672.00 |

| | | | | | |
|-----------|---------|-------|-----|-------|--------------|
| Kimble | 4,607 | 0.05% | 0.2 | 0.15% | \$3,840.00 |
| King | 286 | 0.00% | 0 | 0.00% | \$1,000.00 |
| Kinney | 3,598 | 0.04% | 0 | 0.00% | \$1,000.00 |
| Knox | 3,719 | 0.04% | 0 | 0.00% | \$1,000.00 |
| La Salle | 6,886 | 0.08% | 0.3 | 0.23% | \$4,258.00 |
| Lamb | 13,977 | 0.16% | 0.1 | 0.08% | \$5,831.00 |
| Lee | 16,612 | 0.19% | 0.1 | 0.08% | \$4,803.00 |
| Leon | 16,801 | 0.19% | 0.1 | 0.08% | \$4,843.00 |
| Limestone | 23,384 | 0.26% | 0.9 | 0.69% | \$18,361.00 |
| Lipscomb | 3,302 | 0.04% | 0 | 0.00% | \$1,000.00 |
| Live Oak | 11,531 | 0.13% | 0 | 0.00% | \$2,233.00 |
| Llano | 19,301 | 0.22% | 0 | 0.00% | \$3,840.00 |
| Loving | 82 | 0.00% | 0 | 0.00% | \$1,000.00 |
| Lubbock | 278,831 | 3.13% | 3 | 2.29% | \$103,114.00 |
| Lynn | 5,915 | 0.07% | 0 | 0.00% | \$1,072.00 |
| Madison | 13,664 | 0.15% | 0.8 | 0.61% | \$1,561.00 |
| Marion | 10,546 | 0.12% | 0.1 | 0.08% | \$1,000.00 |
| Martin | 4,799 | 0.05% | 0 | 0.00% | \$14,830.00 |
| Mason | 4,012 | 0.05% | 0 | 0.00% | \$3,549.00 |
| Matagorda | 36,702 | 0.41% | 1.1 | 0.84% | \$1,000.00 |
| McCulloch | 8,283 | 0.09% | 0 | 0.00% | \$1,000.00 |
| McMullen | 707 | 0.01% | 0 | 0.00% | \$24,155.00 |
| Medina | 46,006 | 0.52% | 0.7 | 0.53% | \$20,001.00 |
| Menard | 2,242 | 0.03% | 0 | 0.00% | \$1,000.00 |
| Midland | 136,872 | 1.54% | 1 | 0.76% | \$43,357.00 |
| Milam | 24,757 | 0.28% | 0.4 | 0.31% | \$11,047.00 |
| Mills | 4,936 | 0.06% | 0 | 0.00% | \$1,000.00 |
| Mitchell | 9,403 | 0.11% | 0 | 0.00% | \$1,793.00 |
| Montague | 19,719 | 0.22% | 0.8 | 0.61% | \$16,083.00 |
| Moore | 21,904 | 0.25% | 0.3 | 0.23% | \$8,937.00 |
| Morris | 12,934 | 0.15% | 0.2 | 0.15% | \$5,562.00 |
| Motley | 1,210 | 0.01% | 0 | 0.00% | \$1,000.00 |
| Navarro | 47,735 | 0.54% | 0.6 | 0.46% | \$18,839.00 |
| Ochiltree | 10,223 | 0.11% | 0 | 0.00% | \$1,962.00 |
| Oldham | 2,052 | 0.02% | 0 | 0.00% | \$1,000.00 |
| Parker | 116,927 | 1.31% | 0.6 | 0.46% | \$33,153.00 |
| Parmer | 10,269 | 0.12% | 0 | 0.00% | \$1,972.00 |
| Pecos | 15,507 | 0.17% | 0.5 | 0.38% | \$10,653.00 |
| Polk | 45,413 | 0.51% | 1.6 | 1.22% | \$33,554.00 |
| Potter | 121,073 | 1.36% | 1.6 | 1.22% | \$49,206.00 |
| Presidio | 7,818 | 0.09% | 0 | 0.00% | \$1,465.00 |
| Rains | 10,914 | 0.12% | 0.6 | 0.46% | \$11,222.00 |
| Randall | 120,725 | 1.36% | 1.6 | 1.22% | \$49,134.00 |
| Reagan | 3,367 | 0.04% | 0 | 0.00% | \$1,000.00 |
| Real | 3,309 | 0.04% | 0.1 | 0.08% | \$2,052.00 |
| Red River | 12,860 | 0.14% | 0.5 | 0.38% | \$10,105.00 |
| Reeves | 13,783 | 0.15% | 0.1 | 0.08% | \$4,218.00 |
| Refugio | 7,383 | 0.08% | 0 | 0.00% | \$1,375.00 |

| | | | | | |
|--------------|---------|-------|-----|-------|-------------|
| Roberts | 929 | 0.01% | 0 | 0.00% | \$1,000.00 |
| Runnels | 10,501 | 0.12% | 0 | 0.00% | \$2,020.00 |
| Sabine | 10,834 | 0.12% | 0.4 | 0.31% | \$8,167.00 |
| San Saba | 6,131 | 0.07% | 0.7 | 0.53% | \$11,753.00 |
| Schleicher | 3,461 | 0.04% | 0 | 0.00% | \$1,000.00 |
| Scurry | 16,921 | 0.19% | 0.2 | 0.15% | \$6,387.00 |
| Shackelford | 3,378 | 0.04% | 0 | 0.00% | \$1,000.00 |
| Sherman | 3,034 | 0.03% | 0.1 | 0.08% | \$1,000.00 |
| Somervell | 8,490 | 0.10% | 0 | 0.00% | \$1,604.00 |
| Starr | 60,968 | 0.68% | 1.5 | 1.14% | \$34,617.00 |
| Stephens | 9,630 | 0.11% | 0 | 0.00% | \$1,840.00 |
| Sterling | 1,143 | 0.01% | 0 | 0.00% | \$1,000.00 |
| Stonewall | 1,490 | 0.02% | 0 | 0.00% | \$1,000.00 |
| Sutton | 4,128 | 0.05% | 0.2 | 0.15% | \$3,740.00 |
| Swisher | 7,854 | 0.09% | 0.2 | 0.15% | \$4,511.00 |
| Taylor | 131,506 | 1.48% | 1.1 | 0.84% | \$43,766.00 |
| Terrell | 984 | 0.01% | 0 | 0.00% | \$1,000.00 |
| Terry | 12,651 | 0.14% | 0.1 | 0.08% | \$3,984.00 |
| Throckmorton | 1,641 | 0.02% | 0 | 0.00% | \$1,000.00 |
| Tom Green | 110,224 | 1.24% | 0.2 | 0.15% | \$25,688.00 |
| Trinity | 14,585 | 0.16% | 0 | 0.00% | \$2,865.00 |
| Tyler | 21,766 | 0.24% | 0.5 | 0.38% | \$11,948.00 |
| Upton | 3,355 | 0.04% | 0.1 | 0.08% | \$2,061.00 |
| Uvalde | 26,405 | 0.30% | 0.4 | 0.31% | \$11,388.00 |
| Val Verde | 48,879 | 0.55% | 0.4 | 0.31% | \$16,037.00 |
| Van Zandt | 52,579 | 0.59% | 0.7 | 0.53% | \$21,361.00 |
| Walker | 67,861 | 0.76% | 0.2 | 0.15% | \$16,925.00 |
| Waller | 43,205 | 0.49% | 0.9 | 0.69% | \$22,461.00 |
| Ward | 10,658 | 0.12% | 0.1 | 0.08% | \$3,572.00 |
| Washington | 33,718 | 0.38% | 0.2 | 0.15% | \$9,862.00 |
| Webb | 250,304 | 2.81% | 1.2 | 0.92% | \$69,861.00 |
| Wharton | 41,280 | 0.46% | 1.6 | 1.22% | \$32,699.00 |
| Wheeler | 5,410 | 0.06% | 0.1 | 0.08% | \$2,486.00 |
| Wichita | 131,500 | 1.48% | 1.7 | 1.30% | \$51,571.00 |
| Wilbarger | 13,535 | 0.15% | 0.5 | 0.38% | \$10,245.00 |
| Willacy | 22,134 | 0.25% | 1.6 | 1.22% | \$28,739.00 |
| Wilson | 42,918 | 0.48% | 0 | 0.00% | \$8,726.00 |
| Winkler | 7,110 | 0.08% | 0 | 0.00% | \$1,318.00 |
| Wise | 59,127 | 0.66% | 0.5 | 0.38% | \$19,676.00 |
| Yoakum | 7,879 | 0.09% | 0 | 0.00% | \$1,477.00 |
| Young | 18,550 | 0.21% | 0.2 | 0.15% | \$6,724.00 |
| Zapata | 14,018 | 0.16% | 0.1 | 0.08% | \$4,267.00 |
| Zavala | 11,677 | 0.13% | 0 | 0.00% | \$2,263.00 |

Mayfield Paper Company

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

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

REMIT TO:
BOX 3889
SAN ANGELO, TX
76902



| INV NO. | INV DATE | ORD NO. | ORD DATE |
|----------|-----------|---------|----------|
| 2804360 | 11/06/20 | 639809 | 11/05/20 |
| CUST NO. | SHIP DATE | TAX | PAGE |
| 882299 | 11/09/20 | 200. | 2 |
| | | ZONE | STOP |
| | | 00 | 0 |

INVOICE

SOLD TO

WINKLER COUNTY
% COUNTY AUDITOR
DRAWER 0
KERMIT, TX 79745
BRENDA

SHIP TO

WINKLER COUNTY
COMMUNITY CENTER
118 N. POPLAR
KERMIT, TX 79745

****HISTORICAL****

| CUSTOMER P.O. NO. | | | | SALES REP. | | SHIP VIA | | TERMS | | |
|-------------------|----|-------------------|---------|-----------------|----------|-----------|---|------------------|-----|----------------|
| VERBAL | | | | TIANNA THOMPSON | | MPC TRUCK | | NET EOM | | |
| LN | HM | PRODUCT CODE | QTY ORD | QTY SHIPPED | BACK ORD | UNIT | DESCRIPTION | PRICE / UNIT | T X | EXTENDED PRICE |
| 10 | | 662105 991224 | 2 | 2 | | CASE | TWINKLE STAINLESS STEEL CLNR DIVERSEY 991224 12/17 OZ/CS PACK: 19 OZ MSD # 662105 MATERIAL SAFETY DATA SHEET FOR ABOVE | 114.7621 CASE | | 229.52 |
| 11 | | 396250 35411 | 5 | 2 | 3 | CASE | WYPALL X60 BLUE ROLL WIPER KC 35411 12/130/CS PACK: 12/130/CS | 95.2294 CASE | | 190.46 |
| 12 | | 396110 HB1990A | 4 | 4 | | CASE | TORK UNIV KIT ROLL TOWEL 2PLY SCA HB1990A 84/RL 30RL/CS PACK: 30/84/CS | 30.0858 CASE | | 120.34 |

New KCC

RECEIVED

NOV 09 2020

AUDITOR'S OFFICE

APPROVE
11/23/2020

102440900

| | |
|----------------------|------|
| TOTAL PIECES SHIPPED | 61 |
| TOTAL WEIGHT | 1120 |
| TOTAL CUBE | 115 |

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

| | |
|----------------------|-----------------|
| SUBTOTAL | 2,579.91 |
| FREIGHT | |
| MISC TAX | 8.25 % |
| INVOICE TOTAL | 2,579.91 |

WAREHOUSE

Customer Signature _____ Date Received _____

Print Name _____

Mayfield Paper Company

75-1108799

Serving West Texas Since 1945
www.mayfieldpaper.com

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

REMIT TO:
BOX 3889
SAN ANGELO, TX
76902



| INV NO. | INV DATE | ORD NO. | ORD DATE |
|----------|-----------|---------|----------|
| 2804360 | 11/06/20 | 639809 | 11/05/20 |
| CUST NO. | SHIP DATE | TAX | PAGE |
| 882299 | 11/09/20 | 200 | 1 |
| | | ZONE | STOP |
| | | 00 | 0 |

INVOICE

SOLD TO

WINKLER COUNTY
% COUNTY AUDITOR
DRAWER 0
KERMIT, TX 79745
BRENDA

SHIP TO

WINKLER COUNTY
COMMUNITY CENTER
118 N. POPLAR
KERMIT, TX 79745

HISTORICAL

| CUSTOMER P. O. NO. | | | | | SALES REP. | | SHIP VIA | | TERMS | |
|--------------------|----|---------------------------|----------|-------------|-----------------|------|--|-----------------|---------|----------------|
| VERBAL | | | | | TIANNA THOMPSON | | MPC TRUCK | | NET EOM | |
| LN | HM | PRODUCT CODE | QTY. ORD | QTY SHIPPED | BACK ORD | UNIT | DESCRIPTION | PRICE / UNIT | T X | EXTENDED PRICE |
| 1 | | 417082 MT331XW | 8 | 8 | | CASE | 24X33 WHITE LLD MED LINER PITT MT331XW 12-16GAL 500/CS PACK: 500/CS | 46.7560 CASE | | 374.05 |
| 2 | | 417096 SL3858150K | 12 | 12 | | CASE | 38X58 1.5MIL BLACK RPRO LINER INTEPLAST SL3858150K 100/CS PACK: CS | 38.8864 CASE | | 466.64 |
| 3 | | 772965 ATP500 / ATP365 | 8 | 8 | | CASE | 2 PLY TOILET TISSUE 4.3 X 3.3 ANTIGUA ATP500 96RL/500SH/CS PACK: 96/500/CS | 47.9198 CASE | | 383.36 |
| 4 | | 670010 KIKBLEACH6 | 3 | 3 | | CASE | 5.25% GERMICIDAL LIQUID BLEACH KIKBLEACH6/750003509 6/1 GAL PACK: 1 GAL | 18.4362 CASE | | 55.31 |
| 5 | | 674021 CLO97301 | 3 | 3 | | CASE | PINE-SOL ALL-PURP LAVENDER CLEANER CLO97301 3/144 OZ. PACK: 3/144 OZ. | 55.5531 CASE | | 166.66 |
| 6 | | 674024 32987 | 4 | 4 | | CASE | COMET POWDER CLEANSER W/ CHLORINOL DEODORIZING 21OZ PACK: 24PKG/CASE | 63.5069 CASE | | 254.03 |
| 7 | | 392105 96301 | 8 | 8 | | CASE | WHITE SPIRAL BOWL BRUSH OCEDAR 96301 1EA=1CS PACK: EACH | 1.7821 CASE | | 14.26 |
| 8 | | 674085 SW050 | 4 | 4 | | CASE | SPRAYWAY GLASS CLEANER CLAIRE SW050 12/19OZ/CS PACK: 19 OZ | 38.1749 CASE | | 152.70 |
| 9 | | 228033 16J16 | 3 | 3 | | CASE | 16OZ FOAM BIG DRINK CUP DART 16J16 25/PKG 40PKG/CS PACK: 25/40/CASE | 57.5276 CASE | | 172.58 |

RECEIVED
NOV 09 2020

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

AUDITOR'S OFFICE

CONTINUED ON PAGE 2

X _____
Customer Signature Date Received

WAREHOUSE

Print Name

HI-FIDELITY

7619 University Ave.
Lubbock, TX 79423
806-794-4507

Invoice

| | |
|------------|-----------|
| Date | Invoice # |
| 11/11/2020 | 18049 |

Bill To

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

Balance Due On Receipt

| | | |
|-----------|----------------|-----|
| P.O. No. | Terms | Rep |
| Courtroom | Due on receipt | JB |

| Description | Qty | Rate | Amount |
|--|-----|----------|----------|
| Sense™ Condenser Gooseneck Microphone | 3 | 255.00 | 765.00 |
| Sense™ Condenser Gooseneck Microphone 18" | 1 | 265.00 | 265.00 |
| Sense™ Surface Condenser Microphone | 1 | 220.00 | 220.00 |
| Strong Articulating Mount with dual arms for large 47-90 in displays | 1 | 450.00 | 450.00 |
| Strong® Wall Mount Rack System 18U | 1 | 1,015.00 | 1,015.00 |
| WattBox® IP UPS Kit - 12 Controllable Outlets 1100 VA | 1 | 1,500.00 | 1,500.00 |
| Installation Supplies and Materials | 1 | 605.71 | 605.71 |
| Programming Labor | 1 | 1,020.00 | 1,020.00 |
| Service and Installation Labor | 1 | 5,172.42 | 5,172.42 |

Courtroom

RECEIVED
NOV 12 2020
AUDITOR'S OFFICE

Agenda 11/23/2020

| | |
|------------------|-------------|
| Subtotal | \$42,426.13 |
| Sales Tax (0.0%) | \$0.00 |
| Total | \$42,426.13 |
| Payments/Credits | \$0.00 |
| Balance Due | \$42,426.13 |

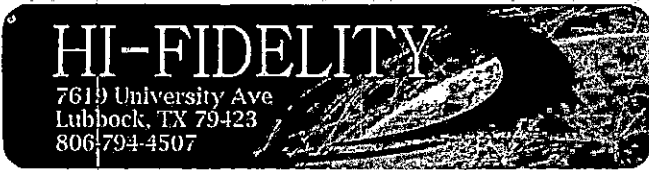
Thank you, your business and referrals are greatly appreciated!

** Work completed per Mark*

Visit us online at:

www.controlmyworld.com





Invoice

| | |
|------------|-----------|
| Date | Invoice # |
| 11/11/2020 | 18049 |

Bill To

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

Balance Due On Receipt

| | | |
|-----------|----------------|-----|
| P.O. No. | Terms | Rep |
| Courtroom | Due on receipt | JB |

| Description | Qty | Rate | Amount |
|---|-----|----------|----------|
| AMX 10" Modero Tabletop Touch Panel | 2 | 2,100.00 | 4,200.00 |
| SVSI N2300 Decoder | 4 | 1,700.00 | 6,800.00 |
| SVSI N2300 Encoder | 4 | 1,800.00 | 7,200.00 |
| NetLinx NX Integrated Controller | 1 | 1,200.00 | 1,200.00 |
| Barco Clickshare Wireless presentation Unit | 1 | 1,600.00 | 1,600.00 |
| Binary™ B6-Series GripTek™ High Speed HDMI® Cable with Ethernet 2 Meter (6.56 ft) | 4 | 45.00 | 180.00 |
| 3 meter 9.84 ft HDMI Cable | 4 | 65.00 | 260.00 |
| BrightSign commercial grade Media Player | 1 | 250.00 | 250.00 |
| 12 analog mic/line input, 8 analog output networked signal processor | 1 | 1,685.00 | 1,685.00 |
| Cisco 24 port managed Gigabit PoE stackable switch | 1 | 990.00 | 990.00 |
| Episode® Dynamic Series Class-D Amplifier | 1 | 1,400.00 | 1,400.00 |
| Episode® All-Weather Series Surface Mount Speakers 4" | 4 | 300.00 | 1,200.00 |
| 16 AWG 2 Conductor Wire Drop | 8 | 26.00 | 208.00 |
| 22AWG 2 Conductor Shielded Wire Drop | 7 | 50.00 | 350.00 |
| Category 6 Wire Drop | 9 | 22.00 | 198.00 |
| RDL PS-24AS Power Supply | 1 | 27.00 | 27.00 |
| Stereo Headphone Amplifier | 1 | 165.00 | 165.00 |
| Samsung 75" 4K UHD QLED MotionRate 120 Smart LED TV | 1 | 1,500.00 | 1,500.00 |
| 24" LED HD TV | 3 | 190.00 | 570.00 |
| Sense™ Ceiling Condenser Microphone | 2 | 275.00 | 550.00 |
| Sense™ Universal XLR Desktop Microphone Base | 4 | 220.00 | 880.00 |

Subtotal

Sales Tax (0.0%)

Total

Payments/Credits

Balance Due

Thank you, your business and referrals are greatly appreciated!

Visit us online at:

www.controlmyworld.com





Rate and Damage Invoice

Invoice Date: November 10, 2020
 Payment Due Date: December 31, 2020

Invoice Number: 125598

Operator: WINKLER COUNTY COMMISSIONER'S CO
 DRAWER O
 KERMIT, TX 79745
Contact: BRENDA BARRON
Email: BBARRON@CO.WINKLER.TX.US

Contract Number: CL6311

| <u>Description</u> | <u>Quantity</u> | <u>Unit</u> | <u>Rate</u> | <u>Total</u> |
|------------------------------|-----------------|-------------|-------------|--------------------------|
| Annual Rental | 1.00 | each | \$1,500.00 | \$1,500.00 |
| PLEASE PAY FROM THIS INVOICE | | | | Amount Due \$1,500.00 |

Remarks:

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 NOV 12 2020
 AUDITOR'S OFFICE

Agenda 11/23/2020

University Contact Information:

Kathy Woods 432-686-4725
kwoods@utsystem.edu

Payment Payable to:

The University Of Texas System

Physical Address:

University Lands
 704 W. Dengar Ave.
 Midland, TX 79705

Mailing Address:

University Lands
 P.O. Box 553
 Midland, TX 79702-0553

Please include a copy of invoice(s) or reference invoice number(s) on the check

901



Remit To: TESSCO Energy Services, Inc.
P.O. BOX 1999
MIDLAND, TX 79702
TELEPHONE: (432) 682-1991
Fed I.D. #75-2721396
TDLR License #30173
NMCL License #380458

Invoice
Invoice Date
Due Date
Ticket
Ordered By

AN1020-488
11/04/20
12/04/20
608681
Mark Terry

Bill To: WINKLER COUNTY
P.O. DRAWER O
KERMIT, TX 79745

Please pay this amount \$5,363.33

| Description | Qty | UM | Unit Price | Price Total | Tax Amount | Total |
|--|------|-----|------------|-------------|------------|----------|
| Work Completed Date: 10/09/2020 | | | | | | |
| Job Number: 608681 | | | | | | |
| Location: Pharmacy | | | | | | |
| Work Description: Drove to location terminated wires to a/c and taped phases. Placed wire through meter loop to the top of breaker box. Terminated wires and drilled concrete to place ground rod. | | | | | | |
| ELECTRICIAN APPRENTICE; BALDERAS, CARLOS MANUEL | 6.00 | R/T | 33.00 | 198.00 | 0.00 | 198.00 |
| FOREMAN; GONZALES III, REYES | 6.00 | R/T | 46.00 | 276.00 | 0.00 | 276.00 |
| ELECTRICIAN; OLIVARES, MARCO ANTONIO | 6.00 | R/T | 41.00 | 246.00 | 0.00 | 246.00 |
| LABOR Subtotal | | | | 720.00 | 0.00 | 720.00 |
| 3547; SERVICE TRUCK | 6.00 | HR | 38.00 | 228.00 | 0.00 | 228.00 |
| 0417; LINE TRUCK. | 6.00 | HR | 36.00 | 216.00 | 0.00 | 216.00 |
| EQUIPMENT Subtotal | | | | 444.00 | 0.00 | 444.00 |
| LOCATION Subtotal | | | | 1,164.00 | 0.00 | 1,164.00 |

Electrical work behind MHMR building
102300801

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NOV 13 2020
DIRECTOR'S OFFICE

Terms: NET 30

Subtotal 15,363.33
Tax 0.00
Total 15,363.33

REGULATED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION
P O BOX 12157 AUSTIN, TX 78711(800) 803-9202 - (512) 463-6599 WEBSITE: www.license.state.tx.us/complaints
TERMS: NET 30 PAST DUE: MAXIMUM LEGAL RATE CHARGED

Agenda
11/23/2020

901



Remit To: TESSCO Energy Services, Inc.
 P.O. BOX 1999
 MIDLAND, TX 79702
 TELEPHONE: (432) 682-1991
 Fed I.D. #75-2721396
 TDLR License #30173
 NMCL License #380458

Invoice
 Invoice Date
 Due Date
 Ticket
 Ordered By

AN1020-488
 11/04/20
 12/04/20
 608186
 Mark Terry

586-2220

Bill To: WINKLER COUNTY
 P.O. DRAWER O
 KERMIT, TX 79745

Please pay this amount \$5,365.33

| Description | Qty | UM | Unit Price | Price Total | Tax Amount | Total |
|--|------|-----|--------------------|-------------|------------|--------|
| Work Completed Date: 10/02/2020 | | | | | | |
| Job Number: 608186 | | | | | | |
| Location: CITY OF KERMIT-BID | | | | | | |
| Work Description: BID WALK THRU WITH CITY OF KERMIT CLINIC | | | | | | |
| FOREMAN; GONZALES III, REYES. | 2.00 | R/T | 46.00 | 92.00 | 0.00 | 92.00 |
| | | | LABOR Subtotal | 92.00 | 0.00 | 92.00 |
| 0417; LINE TRUCK | 2.00 | HR | 36.00 | 72.00 | 0.00 | 72.00 |
| | | | EQUIPMENT Subtotal | 72.00 | 0.00 | 72.00 |
| | | | LOCATION Subtotal | 164.00 | 0.00 | 164.00 |

Work Completed Date: 10/08/2020

Job Number: 608678

Location: Pharmacy

Work Description: Drove to location waited for power to be turned off. Removed old meter loop and disconnect from wall. Had to brake old bolts from wall. Disconnect Emt and cut to place new runs. Mounted new meter loop and breaker box leveled out and bolted down to wall. Ran new conduit and made bends to place. Placed riser and weather head placed wire inside of conduit and taped phase.

| | | | | | | |
|---|-------|-----|--------------------|----------|------|----------|
| ELECTRICIAN APPRENTICE; BALDERAS, CARLOS MANUEL | 10.00 | R/T | 33.00 | 330.00 | 0.00 | 330.00 |
| FOREMAN; GONZALES III, REYES | 10.00 | R/T | 46.00 | 460.00 | 0.00 | 460.00 |
| ELECTRICIAN; OLIVARES, MARCO ANTONIO | 10.00 | R/T | 41.00 | 410.00 | 0.00 | 410.00 |
| | | | LABOR Subtotal | 1,200.00 | 0.00 | 1,200.00 |
| 3547; SERVICE TRUCK | 10.00 | HR | 38.00 | 380.00 | 0.00 | 380.00 |
| 0417; LINE TRUCK | 10.00 | HR | 36.00 | 360.00 | 0.00 | 360.00 |
| | | | EQUIPMENT Subtotal | 740.00 | 0.00 | 740.00 |
| FLEX CONDUIT 2 | 10.00 | EA | 5.42130 | 54.21 | 0.00 | 54.21 |
| WEATHERHEAD ENTRANCE CAP 200 | 1.00 | EA | 18.72906 | 18.73 | 0.00 | 18.73 |
| EMT CONDUIT 3/4 | 20.00 | EA | 1.06785 | 21.36 | 0.00 | 21.36 |
| EMT COUPLING 3/4 | 2.00 | EA | 0.88410 | 1.77 | 0.00 | 1.77 |
| EMT CONDUIT 1 1/4 | 10.00 | EA | 3.02813 | 30.28 | 0.00 | 30.28 |
| OFFSET NIPPLE 2 | 1.00 | EA | 9.57168 | 9.57 | 0.00 | 9.57 |
| ENCLOSURE/JUNCTION BOX 6X6 | 1.00 | EA | 131.15000 | 131.15 | 0.00 | 131.15 |
| EMT CONDUIT 1 | 2.00 | EA | 1.83450 | 3.67 | 0.00 | 3.67 |
| EMT COUPLING 3/4 | 2.00 | EA | 0.88410 | 1.77 | 0.00 | 1.77 |
| BREAKER 125 2POLE | 1.00 | EA | 255.35625 | 255.36 | 0.00 | 255.36 |
| BREAKER 60 3POLE | 2.00 | EA | 486.43500 | 972.87 | 0.00 | 972.87 |
| METER CAN | 1.00 | EA | 375.00000 | 375.00 | 0.00 | 375.00 |
| BREAKER BOX 200A 2P | 1.00 | EA | 219.39000 | 219.39 | 0.00 | 219.39 |
| SCREW | 1.00 | EA | 0.19659 | 0.20 | 0.00 | 0.20 |
| | | | MATERIAL Subtotal | 2,095.33 | 0.00 | 2,095.33 |
| | | | LOCATION Subtotal | 4,035.33 | 0.00 | 4,035.33 |

RECEIVED

NOV 13 2020

AUDITOR'S OFFICE

REGULATED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION
 P O BOX 12157 AUSTIN, TX 78711 (800) 803-9202 - (512) 463-6599 WEBSITE: www.license.state.tx.us/complaints
 TERMS: NET 30 PAST DUE: MAXIMUM LEGAL RATE CHARGED

Villalobos Insurance Agency

5030 E University Suite A-103
Odessa, TX 79762
Phone: [432] 366-0000
Fax: [432] 366-0019

INVOICE

Date 11/16/2020

Bill To:

Winkler County
Fire Department
PO Drawer O
Kermit, TX 79745

| Description | Taxed | Amount |
|---|-------|----------|
| Renewal Effective 12/09/2020-12/09/2021 Accident Insurance | | 2,750.00 |

Comments
1. Please remit payment by 12/04/2020

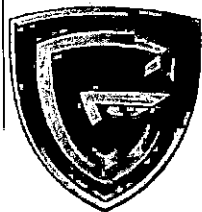
Thank you for your business!

| | | |
|------------------|-----------|-----------------|
| Subtotal | \$ | 2,750.00 |
| Taxable | \$ | - |
| Tax Rate | | |
| Tax | \$ | - |
| Other | \$ | - |
| TOTAL Due | \$ | 2,750.00 |

**Make all checks payable to
Villalobos Insurance Agency**

If you have any questions about this invoice, please contact
Mindy Villalobos @ 366-0000 or mindy@villalobosinsurancetx.com

Thank You For Your Business!



GUARDIAN

Security Solutions, LC

3214 122nd Street
Lubbock, TX 79423

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

| | |
|------------|-----------------|
| Date | Proposal |
| 11/16/2020 | 9453 |

Winkler County Rec Center
Hope Williams
 1952 School Street
 Kermit, TX
 79745

| |
|--|
| Winkler County Rec Center Hope Williams 1952 School Street 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 |
| | | Connie Petree |

| Item | Description | Location | Qty | Price Each | Total |
|-----------------------|---|----------------------------------|-----|------------|----------|
| DWT4M28 | Additional Camera's 4 MP Turret 2.8mm Fixed Lens Camera Weatherproof, White, WDR, , 100ft. Smart IR, Audio Input | Racquetball & Volleyball Room | 2 | 319.00 | 638.00 |
| DWVD4M28 | 4 MP Vandal Dome with Analytics, 2.8mm lens, White, WDR, 100ft. IR, H.265, Audio input | | 2 | 325.60 | 651.20 |
| DWLIC1-1 | 1 DW Spectrum IPVMS Camera License | | 2 | 121.00 | 242.00 |
| SGCAT5 | CAT5E, White | | 1 | 150.00 | 150.00 |
| TECONN5 | CAT5 Connector | | 8 | 1.58 | 12.64 |
| Professional Services | Professional Services | | | 1,600.00 | 1,600.00 |

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 | \$3,293.84 |
| Offer accepted and approved | GOING THROUGH COOP ? _____ | Sales Tax (8.25%) | \$0.00 |
| Signature _____ | COOP NAME _____ | Total | \$3,293.84 |



WEST TEXAS
WATER WELL SERVICE
3410 MANKINS " ODESSA, TEXAS 79764
PHONE: (432) 530-2696 " FAX (432) 381-7853

Winkler County PCT 2

11/17/2020

Contact: Mike Hardaway
Email: jacketpops13@yahoo.com
Cell: 432-530-7966

Location: **Driving Range**

Re: Water Pump Repair Estimate

| | |
|--------------------------------------|----------------|
| 1 – 20 HP Pump and Motor Submersible | \$5,755.00 |
| 63 Ft – 3" Blk Pipe \$7.50 | \$472.50 |
| 1 – Deep Well Splice Kit | \$35.00 |
| 1 – Pressure Saug | \$25.00 |
| 4 – Pipe Tape 2" \$16.00 | <u>\$64.00</u> |

Sub Total: \$6,351.50

8 hours labor to pull pump and repair

\$1,800.00

Total: \$8,151.50

**Sales Tax will be added to Final Invoice if Applicable*

Thank you for the opportunity to provide this quote. If you have any questions, please feel free to contact us.

Best Regards,
RUSSELL SOUTHERLAND

Make Checks Payable to : West Texas Water Well Service
Due & Payable in Ector County, Texas
Payment Due Upon Receipt

regulated by: The Texas Department of Licensing & Regulation

P.O. Box 12157, Austin, TX 78711

1-800-803-922 or 512-463-7880

Make Checks Payable to : West Texas Water Well Service

Due & Payable in Ector County, Texas

Payment Due Upon Receipt

Regulated by:

The Texas Department of Licensing & Regulation

P.O. Box 12157, Austin, TX 78711
1-800-803-922 or 512-463-7880

🔄 Reply all | ▾ 🗑 Delete Junk | ▾ ⋮



Agenda 11-23-2020



hope.williams@co.winkler.tx.us

Today, 8:45 AM

Debbie Simmons ▾

🔄 Reply all | ▾

Inbox

Purchase trailer pin with lock for gooseneck trailer from Big Tex Trailer in an amount not to exceed \$75.00 for Precinct 3.

RECEIVED
 OCT 21 2020
 Across Auditor's Office

LOBE'S HOME CENTERS, LLC
 4101 EAST 42ND, STE P
 DRESSA, TX 79762 (432) 360-8002

SALES#: S2962CMT 1990252 TRANS#: 19209007 10-20-20
 1070017 6-IN BLENGLASS HANDLE SC 30.37
 31.96 DISCOUNT EACH -1.59
 SUBTOTAL: 30.37
 TAX: 0.00
 INVOICE 19258 TOTAL: 30.37
 LAR: 30.37

TOTAL DISCOUNT: 1.59

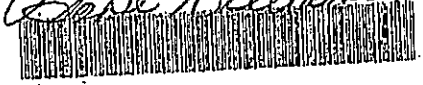
LAR: XXXXXXXXXXXX3955 AMOUNT: 30.37 NOTICE: 000719
 SWIPE REFID: 600291 10/20/20 11:03:07
 ACCOUNT NAME: WINKLER COUNTY
 AUTH BUYER: KAPKA DAN

Dan & Kirk

ACCOUNT WILL BE BILLED UPON MERCHANDISE TRANSACTION DATE FOR STOCK MERCHANDISE AND NO LATER THAN 90 DAYS FROM TRANSACTION DATE FOR SOS OR DIRECT DELIVERY MERCHANDISE

STONE: 2962 TERMINAL: 19 10/20/20 11:03:27
 # OF ITEMS PURCHASED: 1
 EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS

Case Williams



THANK YOU FOR SHOPPING LOBE'S.
 FOR DETAILS ON OUR RETURN POLICY, VISIT
 LONES.COM/RETURNS
 A WRITTEN COPY OF THE RETURN POLICY IS AVAILABLE
 AT OUR CUSTOMER SERVICE DESK

STORE MANAGER: JEREMIAH STANLEY

LOBE'S PRICE MATCH GUARANTEE
 FOR MORE DETAILS, VISIT LONES.COM/PRICEMATCH

RECEIVED
 LOBE'S HOME CENTERS, LLC
 4101 EAST 42ND, STE P
 DRESSA, TX 79762 (432) 360-8002
 OCT 21 2020

AUDITOR'S OFFICE

SALES#: S2962CMT 1990252 TRANS#: 12685321 10-14-20

1129503 CRAFTSMAN U250 HOBON 160C 391.56
 349.00 DISCOUNT EACH -17.44
 397714 1-3/4-IN LH STL 1-1/2-IN 53.16
 27.98 DISCOUNT EACH -1.40
 2 @ 25.58

Linmones & Lopez

SUBTOTAL: 384.72
 TAX: 0.00
 INVOICE 12804 TOTAL: 384.72
 LAR: 384.72

TOTAL DISCOUNT: 20.24

LAR: XXXXXXXXXXXX3955 AMOUNT: 384.72 NOTICE: 001066
 SWIPE REFID: 669184 10/14/20 09:21:21
 ACCOUNT NAME: WINKLER COUNTY
 AUTH BUYER: BLANKENSHIP RAYMOND

ACCOUNT WILL BE BILLED UPON MERCHANDISE TRANSACTION DATE FOR STOCK MERCHANDISE AND NO LATER THAN 90 DAYS FROM TRANSACTION DATE FOR SOS OR DIRECT DELIVERY MERCHANDISE

STONE: 2962 TERMINAL: 12 10/14/20 09:22:01
 # OF ITEMS PURCHASED: 3
 EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOBE'S.
 FOR DETAILS ON OUR RETURN POLICY, VISIT
 LONES.COM/RETURNS
 A WRITTEN COPY OF THE RETURN POLICY IS AVAILABLE
 AT OUR CUSTOMER SERVICE DESK

Case Williams

STORE MANAGER: JEREMIAH STANLEY
 LOBE'S PRICE MATCH GUARANTEE
 FOR MORE DETAILS, VISIT LONES.COM/PRICEMATCH

3335

First String Pipe & Rentals, LLC

WINK TX 79789
PO BOX 476

4326613224

jgraves.lstring@yahoo.com

Invoice

| | |
|-----------|-----------|
| Date | Invoice # |
| 11/5/2020 | 9618 |

| |
|--|
| Bill To |
| Winkler County Precinct 3 Hope Williams |

| |
|--|
| Ship To |
| Winkler County Precinct 3 Contact: Hope Williams PO# Hope Williams |

for

| | | | |
|------|----------|-------|------------|
| AFE# | P.O. No. | Terms | Sales Rep. |
| | | | |

| PO Line Item # | Quantity | Description | Rate | Amount |
|----------------|----------|---|------|--------|
| PIPE SALES | 18 | Structural Rods \$4.00/rod Winkler County Hope Williams | 4.00 | 72.00 |

Ordered Oct 12 - delivered Oct 15. used as stakes for new trees.

K Park

Hope Williams

2090900

MAKE ALL CHECKS PAYABLE TO:

First String Pipe & Rentals, LLC
PO Box 476
Wink, TX 79789

| | |
|--------------------|---------|
| Sales Tax (8.25%) | \$0.00 |
| Total | \$72.00 |
| Balance Due | \$72.00 |

Estimate

PINNER CARPETS, INC

800 E 8TH ST

ODESSA, TX 79761

pinner_carpets_inc@yahoo.com

Fax: (432) 337-0078

Phone: (432) 337-2303

Estimate #: 19635

Estimate Date: 10/6/2020

Salesperson: MARIA RAMIREZ

Terms: COD

Job:

Customer P.O.:

Store: 101 - PINNER CARPETS, INC

To: WINKLER COUNTY COURTHOUSE

100 E WINKLER
P O DRAWER Y
KERMIT, TX 79745

Ship to Address:

down stair halls,breakroom
100 E WINKLER
P O DRAWER Y
KERMIT, TX 79745

Home (432) 586-6658

Work (432) 586-6658

Fax (432) 586-3223

Ship

Cell

| Quantity | Meas. | Width | Length | # Tiles | Description | Room | Price | Total |
|----------|-------|-------|--------|---------|--------------------------------------|------|----------|------------|
| 720.00 | Feet | 0.000 | 0.000 | | VCT Stone Tex 12X12 Coal black 52144 | | \$3.45 | \$2,484.00 |
| 360.00 | Feet | 0.000 | 0.000 | | 2 1/2 cove base dark brown | | \$1.99 | \$716.40 |
| 1.00 | Unit | 0.000 | 0.000 | | TAKE UP | | \$375.00 | \$375.00 |
| 1.00 | Unit | 0.000 | 0.000 | | DELIVERY | | \$250.00 | \$250.00 |
| 270.00 | Unit | 0.000 | 0.000 | | MILEAGE | | \$0.60 | \$162.00 |
| 1.00 | Unit | 0.000 | 0.000 | | FLOOR PREP | | \$350.00 | \$350.00 |

Description:

Subtotal: 4,337.40

Tax: \$0.00

Total: \$4,337.40

Payments Received: \$0.00

Total Due: \$4,337.40

THANK YOU FOR YOUR BUSINESS

CUSTOMER SATISFACTION GUARANTEED

WE ARE NOT RESPONSIBLE FOR DAMAGE TO FURNITURE

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

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

FSC Project No: 01.4098.19

Date: Nov. 10, 2020
Notice to Proceed: Aug. 3, 2020
Days Used: 99
% of Time Used: 66%
% Complete: 41%

Substantial Completion Days: 120
Substantial Completion Date: Jan. 4, 2021
Final Completion Days: _____
Final Completion Date: Jan. 4, 2021
Change Order Days: 30
Weather Days: _____
Adj. Substantial Completion Date: Feb. 3, 2021
Adj. Final Completion Date: Feb. 3, 2021
For Period: Sep. 14, 2020 to Nov. 10, 2020

ANALYSIS OF WORK PERFORMED TO DATE

Total Value of Work Performed to Date: \$ 593,989.19

Add: Materials Stored on Site: \$ -

Net Amount Earned on Contract to Date: \$ 593,989.19

Less Amount Retained: Retainage = \$ 27,204.46

Total Due to Date: \$ 566,784.73

Less Previous Payments:

| Estimate No. | Amount | Estimate No. | Amount | Estimate No. | Amount | Estimate No. | Amount |
|--------------|---------------|--------------|--------|--------------|--------|--------------|--------|
| 1 | \$ 29,675.00 | 7 | _____ | 13 | _____ | 19 | _____ |
| 2 | \$ 40,153.11 | 8 | _____ | 14 | _____ | 20 | _____ |
| 3 | \$ 447,056.62 | 9 | _____ | 15 | _____ | 21 | _____ |
| 4 | _____ | 10 | _____ | 16 | _____ | 22 | _____ |
| 5 | _____ | 11 | _____ | 17 | _____ | 23 | _____ |
| 6 | _____ | 12 | _____ | 18 | _____ | 24 | _____ |

Less Previous Payments Total \$ 516,884.73


AMOUNT DUE THIS APPLICATION \$ 49,900.00

Original Contract Amount \$ 1,394,596.45
Net change by Change Orders \$ 49,900.00
Quantity Adjustments \$ -
Current Contract Amount \$ 1,444,496.45
Remaining Contract Amount \$ 850,507.26
Balance to Finish (includes retainage) \$ 877,711.72

| Approved Change Order Summary | Number | # of Days | Additions | Deductions | Net |
|-------------------------------|--------|-----------|--------------|------------|--------------|
| | 1 | 30 | \$ 49,900.00 | | |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | | \$ - |
| | | 30 | | | \$ 49,900.00 |

Recommended for Payment:
(Engineer)

PARKHILL, SMITH & COOPER, INC., Consulting Engineers

By: 
Bijan Jamalabad, PE

11.10.2020
(date)

Accepted by:
(Contractor)

RRC CONSTRUCTION

By: See attached Payment Request
Michael Ramirez, Vice President

(date)

Approved for Payment:
(Owner)

WINKLER COUNTY

By: _____
Judge Charles Wolf, County Judge

(date)

PROGRESS ESTIMATE

WINKLER COUNTY
WINKLER COUNTY AIRPORT HANGARS AND HANGAR ACCESS TAXIWAY IMPROVEMENTS

CONTRACTOR'S APPLICATION FOR PAYMENT NO. 4

For Period: Sep. 14, 2020 to Nov. 10, 2020

| ITEM NO. | DESCRIPTION OF ITEM | ORIGINAL CONTRACT INFORMATION | | | | WORK PERFORMED TO DATE | | |
|--|--|-------------------------------|------|---------------|------------------------|------------------------|---------------|------|
| | | Quantity | Unit | Price | Amount | Quantity | Amount | % |
| SCHEDULE 1 BASE BID - HANGAR CONSTRUCTION | | | | | | | | |
| 1 | Item C-105, Mobilization | 1 | LS | \$ 78,783.00 | \$ 78,783.00 | 0.25 | \$ 19,695.75 | 25% |
| 2 | Item C-102, Temporary Air and Water Pollution, Soil Erosion, and Siltation Control, (Silt Fence) | 150 | LF | \$ 22.96 | \$ 3,444.00 | | \$ - | |
| 3 | Item PSC P-140, Temporary Barricades and Marking for Pavement Closure (For Schedule 1) | 1 | LS | \$ 9,680.00 | \$ 9,680.00 | | \$ - | |
| 4 | Item P-152, Grading and Subgrade Preparation for Hangar Foundation | 1,984 | SY | \$ 15.00 | \$ 29,760.00 | 1984.00 | \$ 29,760.00 | 100% |
| 5 | Item P-152, Excavation | 7,298 | SY | \$ 5.00 | \$ 36,490.00 | 6203.00 | \$ 31,015.00 | 100% |
| 6 | Item HGR, 8 Unit T-Hangar & attached 75' x 75' Box Hangar (Including Building Foundation, Electrical & Plumbing Service) | 1 | EA | \$ 405,055.00 | \$ 405,055.00 | 0.50 | \$ 202,527.50 | 50% |
| 7 | Item HGR, 8 Unit T-Hangar & attached 75' x 75' Box Hangar(Including Building Components, Doors, Electrical and Plumbing Service) | 1 | EA | \$ 421,575.00 | \$ 421,575.00 | | \$ - | |
| SCHEDULE 2 BASE BID - HANGAR ACCESS TAXIWAYS CONSTRUCTION | | | | | | | | |
| 8 | Item C-105, Mobilization | 1 | LS | \$ 32,758.00 | \$ 32,758.00 | | \$ - | |
| 9 | Item P-152, Excavation | 948 | CY | \$ 27.94 | \$ 26,487.12 | 805.80 | \$ 22,514.05 | 100% |
| 10 | Item P-152, Embankment | 900 | CY | \$ 27.00 | \$ 24,300.00 | | \$ - | |
| 11 | Item P-152, Grading & Subgrade Preparation Under Areas to be Paved | 5,902 | SY | \$ 12.00 | \$ 70,824.00 | 5902.00 | \$ 70,824.00 | 100% |
| 12 | Item P-152, Grading & Subgrade Preparation Outside of Paved Areas | 5,384 | SY | \$ 1.90 | \$ 10,229.60 | | \$ - | |
| 13 | TxDOT Item 247, Type A Grade 1 or 2 (10-inch Flexible Base) | 5,712 | SY | \$ 16.50 | \$ 94,248.00 | 5712.00 | \$ 94,248.00 | 100% |
| 14 | TxDOT Item 340 Hot Mix Asphalt, Type D in two 1-1/2 inch lifts (3-inch thickness total) | 846 | Ton | \$ 131.53 | \$ 111,274.38 | | \$ - | |
| 15 | Item P-602, Bituminous Prime Coat, including herbicidal treatment (.15 gal/SY) | 801 | Gal | \$ 25.00 | \$ 20,025.00 | | \$ - | |
| 16 | Item P-603, Bituminous Tack Coat (.05 gal/SY) | 267 | Gal | \$ 42.00 | \$ 11,214.00 | | \$ - | |
| 17 | Item P-620, Runway and Taxiway Painting | 619.00 | SF | \$ 13.65 | \$ 8,449.35 | | \$ - | |
| TOTAL ORIGINAL CONTRACT | | | | | \$ 1,394,596.45 | \$ 470,584.30 | 34% | |

CHANGE ORDERS

| Material / Labor | | | | | | | | |
|---|--------------------------------------|-------------------------------|------|--------------|------------------------|------------------------|------------|---|
| ITEM NO. | DESCRIPTION OF ITEM | ORIGINAL CONTRACT INFORMATION | | | | WORK PERFORMED TO DATE | | |
| | | Quantity | Unit | Price | Amount | Quantity | Amount | % |
| 1 | Additional pavement work for hangars | 1 | LS | \$ 49,900.00 | \$ 49,900.00 | | \$ - | |
| TOTAL ORIGINAL CONTRACT PLUS APPROVED MATERIAL/LABOR CHANGE ORDERS | | | | | \$ 1,444,496.45 | \$ 470,584.30 | 33% | |

Contractor Requested Weather Days

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

STORED MATERIAL SUMMARY

WINKLER COUNTY
WINKLER COUNTY AIRPORT HANGARS AND HANGAR ACCESS TAXIWAY IMPROVEMENTS

CONTRACTOR'S APPLICATION FOR PAYMENT NO. _____ 4

For Period: Sep. 14, 2020 to Nov. 10, 2020

| INVOICED Materials | | | | | | | | | | MATERIALS ON HAND |
|--------------------|---------------------------|-----------|---------------|----------|--------------|------|----------|--------|--------------|-------------------|
| Pay App No. | Item | Invoice # | Rate | Quantity | Amount | Rate | Quantity | Amount | Total Amount | |
| Jul. 22, 2020 | Hangar Building Materials | ENGSER | \$ 421,575.00 | 0.07 | \$ 31,236.84 | | | \$ - | \$ 31,236.84 | |
| | | | | | \$ - | | | \$ - | \$ - | |
| | | | | | \$ - | | | \$ - | \$ - | |
| | | | | | \$ - | | | \$ - | \$ - | |
| | | | | | \$ - | | | \$ - | \$ - | |
| | | | | | \$ - | | | \$ - | \$ - | |
| | | | | | \$ - | | | \$ - | \$ - | |
| | | | | | \$ - | | | \$ - | \$ - | |
| | | | | | \$ - | | | \$ - | \$ - | |
| | | | | | \$ - | | | \$ - | \$ - | |
| | | | | | \$ - | | | \$ - | \$ - | |
| | | | | | \$ - | | | \$ - | \$ - | |
| | | | | | \$ - | | | \$ - | \$ - | |
| | | | | | \$ - | | | \$ - | \$ - | |
| | | | | | \$ - | | | \$ - | \$ - | |
| | | | | | \$ - | | | \$ - | \$ - | |
| | | | | | \$ - | | | \$ - | \$ - | |
| | | | | | \$ - | | | \$ - | \$ - | |
| | | | | | \$ - | | | \$ - | \$ - | |
| TOTAL | | | | | | | | \$ | 31,236.84 | |

RRC Construction Payment Request

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

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

PERIOD TO: 11/10/2020
PROJECT NO: 20-007
APPLICATION NO: 4
ARCHITECT NO:
CONTRACT DATE: 06/08/2020
APPLICATION DATE: 11/05/2020

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

ARCHITECT:

CONTRACTOR'S PAYMENT REQUEST

| | |
|--|--------------|
| ORIGINAL CONTRACT SUM..... | 1,394,596.45 |
| NET CHANGE BY PHASE..... | 0.00 |
| NET CHANGE BY CHANGE ORDERS..... | 49,900.00 |
| CONTRACT SUM TO DATE..... | 1,444,496.45 |
| TOTAL COMPLETED AND STORED TO DATE..... | 593,989.19 |
| RETAINAGE: | |
| 5.00% OF COMPLETED WORK | 25,642.62 |
| 5.00% OF STORED MATERIALS | 1,561.84 |
| TOTAL RETAINAGE | 27,204.46 |
| TOTAL EARNED LESS RETAINAGE | 566,784.73 |
| LESS OWNER DIRECT PAYMENT BY PURCHASE ORDER..... | 0.00 |
| LESS PREVIOUS CERTIFICATES FOR PAYMENT..... | 516,884.73 |
| CURRENT PAYMENT DUE..... | 49,900.00 |
| BALANCE TO FINISH INCLUDING RETAINAGE..... | 877,711.72 |

(See Attached Pages for Continuation Worksheet Page.)

| TOTAL OF CHANGE ORDERS | ADDITIONS | DEDUCTIONS |
|-------------------------------------|------------------|-------------|
| Prior Months Approved Change Orders | 0.00 | 0.00 |
| Current Month Change Orders | 49,900.00 | 0.00 |
| TOTALS | 49,900.00 | 0.00 |
| Net of Approved Change Orders | 49,900.00 | |

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

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

CONTRACTOR: RRC Construction

By: Michael Ramirez Verified
Agent of RRC Construction

Date: November 5, 2020 11:00 AM

State of: Texas
County of: Midland

Subscribed and sworn to before me this: 5th of November, 2020

NOTARY PUBLIC: [Signature]
My Commission Expires: 10-5-23



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

CERTIFICATION FOR PAY REQUEST BY ARCHITECT

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

AMOUNT REQUESTED..... \$49,900.00

ARCHITECT:

By: Bijan Jamalabad, PE

Date: 11.10.2020

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

Authorized Signator for Winkler County

By: [Signature]

Date: 11.10.2020

Application Number: 4
 Application Date: 11/05/2020
 Period from: 09/15/2020 to 11/10/2020
 Project: Winkler County Airport

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

Contractor's Project No:20-007
 Architect Number:
 Print Date: 11/06/2020

| A Item No. | B Description of Work | C Scheduled Value | D Work Completed | | | G Total Complete and Stored To Date (D+E+F) | H % Comp | I Balance to Finish (C-G) | J Retainage |
|----------------------------------|--|-----------------------|-----------------------|--------------------|-----------------|--|------------------|------------------------------|----------------------|
| | | | Previous Applications | This Application | | | | | |
| | | | | Work In Place | Stored Material | | | | |
| 1 | Item 1 Building Mobilization | 78,783.45 | 39,391.73 | 0.00 | 0.00 | 39,391.73 | 50.0000 | 39,391.72 | 1,969.5865 |
| 2 | Item 2 Temp SWPPP | 3,444.00 | 3,444.00 | 0.00 | 0.00 | 3,444.00 | 100.0000 | 0.00 | 172.2000 |
| 3 | Item 3 Temp Barricades | 9,680.00 | 9,680.00 | 0.00 | 0.00 | 9,680.00 | 100.0000 | 0.00 | 484.0000 |
| 4 | Item 4 Grading For Hanger | 29,760.00 | 29,760.00 | 0.00 | 0.00 | 29,760.00 | 100.0000 | 0.00 | 1,488.0000 |
| 5 | Item 5 Pad Excavation | 36,490.00 | 36,490.00 | 0.00 | 0.00 | 36,490.00 | 100.0000 | 0.00 | 1,824.5000 |
| 6 | Item 6 Hanger pad, Plumbing and electrical rough ins, Anchor bolts | 405,055.00 | 202,527.50 | 0.00 | 0.00 | 202,527.50 | 50.0000 | 202,527.50 | 10,126.3750 |
| 7 | Item 7 Hanger Building, Erection, insulation, finish of plumbing and electr... | 421,575.00 | 31,236.84 | 0.00 | 0.00 | 31,236.84 | 7.4096 | 390,338.16 | 1,561.8420 |
| 8 | Item 8 site Mobilization | 32,758.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0000 | 32,758.00 | 0.0000 |
| 9 | Item 9 Site Excavation | 26,487.12 | 26,487.12 | 0.00 | 0.00 | 26,487.12 | 100.0000 | 0.00 | 1,324.3560 |
| 10 | Item 10 Site Embankment | 24,300.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0000 | 24,300.00 | 0.0000 |
| 11 | Item 11 Grading Under Paved Areas | 70,824.00 | 70,824.00 | 0.00 | 0.00 | 70,824.00 | 100.0000 | 0.00 | 3,541.2000 |
| 12 | Item 12 Grading Outside Paved Areas | 10,229.60 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0000 | 10,229.60 | 0.0000 |
| 13 | Item 13 10" Flex Base | 94,248.00 | 94,248.00 | 0.00 | 0.00 | 94,248.00 | 100.0000 | 0.00 | 4,712.4000 |
| 14 | Item 14 Hot Mix asphalt | 111,274.38 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0000 | 111,274.38 | 0.0000 |
| 15 | Item 15 Prime Coat | 20,025.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0000 | 20,025.00 | 0.0000 |
| 16 | Item 16 Tack Coat | 11,214.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0000 | 11,214.00 | 0.0000 |
| 17 | Item 17 Taxiway Markings | 8,448.90 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0000 | 8,448.90 | 0.0000 |
| | Total: | \$1,394,596.45 | \$544,089.19 | \$0.00 | \$0.00 | \$544,089.19 | 39.0141% | \$850,507.26 | \$27,204.4595 |
| Contract A Change Order 1 | | | | | | | | | |
| 1 | Additional pavement work for hangers requested by Winkler county. War... | 49,900.00 | 0.00 | 49,900.00 | 0.00 | 49,900.00 | 100.0000 | 0.00 | 0.0000 |
| | Change Order Total: | \$49,900.00 | \$0.00 | \$49,900.00 | \$0.00 | \$49,900.00 | 100.0000% | \$0.00 | \$0.0000 |
| | Project Grand Total: | \$1,444,496.45 | \$544,089.19 | \$49,900.00 | \$0.00 | \$593,989.19 | 41.1208% | \$850,507.26 | \$27,204.46 |

INVOICE

RECEIVED

NOV 06 2020

AUDITOR'S OFFICE

HOLLYFRONTIER

HollyFrontier Refining & Marketing LLC
2828 N. Harwood St, Suite 1300
Dallas TX 75201-1507

Invoice Number: 200430009
Date: 10/29/2020
Page: 1 of 1

Sold To:
1100460 - WINKLER COUNTY

Bill To:
1100460 - WINKLER COUNTY
100 E WINKLER
KERMIT TX 79745

Ship To:
2101208 - WINKLER COUNTY
DLVD ANNUAL SUPPLY
DLVD WINKLER COUNTY TX
WINKLER COUNTY TX 79789

Shipped From: 4000-HAC TRM NM ARTESIA
FOB: Destination MOT: TRUCK

Contract Number: 0040010918
Customer Reference: WINKLER AIRPORT

Please Remit To:
Bank of America
ABA 026009593
HollyFrontier Refining & Marketing LLC
Acct 4426325970
FBO HollyFrontier Refin & Mkt
Payment Method: WIRE

Terms:
Net 30 days from Invoice date

Due Date: 11/27/2020

Comment:
WINKLER AIRPORT

| Material | Quantity | UOM | Unit Price | Amount |
|---|-----------|------|------------|-------------|
| BOL Ref: 756775 Carrier: GRTT GROENDYKE TRANSPORT INC Shipping Date and Time: 10/29/2020 05:07:27 5453 | | | | |
| EMULSION HFE-90 | 2,261.078 | GA N | \$ 2.36 | \$ 5,336.14 |
| TOTALS | 2,261.078 | | N \$ | \$ 5,336.14 |

Billing Questions?
Please contact the following:
Arizona (480) 256-1900
New Mexico (800) 548-3010
E-mail asphalt.contracts@hollyfrontier.com

NOV 13 2020

AUDITOR'S OFFICE

Agenda 11/23/2020



Remit To: TESSCO Energy Services, Inc.
 P.O. BOX 1999
 MIDLAND, TX 79702
 TELEPHONE: (432) 682-1991
 Fed I.D. #75-2721396
 TDLR License #30173
 NMCL License #380458

Invoice
 Invoice Date
 Due Date
 Ordered By

AN1020-489
 11/04/20
 12/04/20
 John j

Bill To: WINKLER COUNTY
 P.O. DRAWER O
 KERMIT, TX 79745

Please pay this amount \$14,954.61

| Description | Qty | UM | Unit Price | | Tax | |
|------------------------------|--------|----|-------------|----------|--------|----------|
| | | | Price | Total | Amount | Total |
| GROUND CLAMP 2IN | 6.00 | EA | 2.07000 | 12.42 | 0.00 | 12.42 |
| WIRE THHN 3/0 | 100.00 | EA | 4.20830 | 420.83 | 0.00 | 420.83 |
| SAFETY SWITCH GE 100 | 1.00 | EA | 529.19000 | 529.19 | 0.00 | 529.19 |
| SAFETY SWITCH GE 400 | 1.00 | EA | 1,707.24000 | 1,707.24 | 0.00 | 1,707.24 |
| WEATHERHEAD ENTRANCE CAP 200 | 1.00 | EA | 18.78000 | 18.78 | 0.00 | 18.78 |
| WIRE THHN 3/0 | 150.00 | EA | 4.38500 | 657.75 | 0.00 | 657.75 |
| SAFETY SWITCH CH 200 | 1.00 | EA | 478.32000 | 478.32 | 0.00 | 478.32 |
| HUB PLATE TYPE CH 2 | 1.00 | EA | 19.68000 | 19.68 | 0.00 | 19.68 |
| OFFSET NIPPLE 2 | 1.00 | EA | 12.06000 | 12.06 | 0.00 | 12.06 |
| WIRE BARE COPPER #2 | 30.00 | EA | 1.87400 | 56.22 | 0.00 | 56.22 |
| METER BYPASS 200A | 1.00 | EA | 773.12000 | 773.12 | 0.00 | 773.12 |
| HUB PLATE TYPE CH 2 | 1.00 | EA | 11.72000 | 11.72 | 0.00 | 11.72 |
| 6"X10" PANEL RACK | 1.00 | EA | 3,075.00000 | 3,075.00 | 0.00 | 3,075.00 |
| SAFETY SWITCH GE 100 | 1.00 | EA | 529.19000 | 529.19 | 0.00 | 529.19 |
| GALV RIGID NIPPLE 3XCLOSE | 1.00 | EA | 11.81000 | 11.81 | 0.00 | 11.81 |
| NUT LOCK STEEL 3 | 2.00 | EA | 2.73000 | 5.46 | 0.00 | 5.46 |
| GALV RIGID NIPPLE 2XCLOSE | 2.00 | EA | 3.63000 | 7.26 | 0.00 | 7.26 |
| NUT LOCK STEEL 2 | 4.00 | EA | 0.84000 | 3.36 | 0.00 | 3.36 |
| MYERS HUB ST 3 | 2.00 | EA | 27.52500 | 55.05 | 0.00 | 55.05 |
| 2IN UNIT HUB | 2.00 | EA | 11.49000 | 22.98 | 0.00 | 22.98 |
| CONCRETE MIX QUICKCRETE | 9.00 | EA | 7.48500 | 67.37 | 0.00 | 67.37 |
| MATERIAL Subtotal | | | 9,058.72 | 9,058.72 | 0.00 | 9,058.72 |
| LOCATION Subtotal | | | 9,058.72 | 9,058.72 | 0.00 | 9,058.72 |

RECEIVED
 GC/Construction
 NOV 18 2020
 AUDITOR'S OFFICE
 Agenda 11/23/2020
 Subtotal 14,954.61
 Tax 0.00
 Total 14,954.61

102300801

REGULATED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION
 P O BOX 12157 AUSTIN, TX 78711 (800) 803-9202 - (512) 463-6599 WEBSITE: www.license.state.tx.us/complaints
 TERMS: NET 30 PAST DUE: MAXIMUM LEGAL RATE CHARGED



Remit To: TESSCO Energy Services, Inc.
 P.O. BOX 1999
 MIDLAND, TX 79702
 TELEPHONE: (432) 682-1991
 Fed I.D. #75-2721396
 TDLR License #30173
 NMCL License #380458

Invoice
 Invoice Date
 Due Date
 Ticket
 Ordered By

AN1020-489
 11/04/20
 12/04/20
 609720
 MARK TERRY

Bill To: WINKLER COUNTY
 P.O. DRAWER O
 KERMIT, TX 79745

Please pay this amount: \$14,954.61

| Description | Qty | UM | Unit Price | Price Total | Tax Amount | Total |
|---|-------|-----|------------|-----------------|-------------|-----------------|
| Work Completed Date: 10/21/2020 | | | | | | |
| Job Number: 609720 | | | | | | |
| Location: Golf course | | | | | | |
| Work Description: Drove to location drove ground rods into ground .grounded panel rack and panels. Terminated disconnect . Dug ditch made stub down cut and placed . Terminated wire to 400 amp disconnect. | | | | | | |
| ELECTRICIAN APPRENTICE; BALDERAS, CARLOS MANUEL | 10.00 | R/T | 33.00 | 330.00 | 0.00 | 330.00 |
| FOREMAN; GONZALES III, REYES | 10.00 | R/T | 46.00 | 460.00 | 0.00 | 460.00 |
| ELECTRICIAN; OLIVARES, MARCO ANTONIO | 10.00 | R/T | 41.00 | 410.00 | 0.00 | 410.00 |
| LABOR Subtotal | | | | 1,200.00 | 0.00 | 1,200.00 |
| 3547; SERVICE TRUCK | 10.00 | HR | 38.00 | 380.00 | 0.00 | 380.00 |
| 0417; LINE TRUCK | 10.00 | HR | 36.00 | 360.00 | 0.00 | 360.00 |
| EQUIPMENT Subtotal | | | | 740.00 | 0.00 | 740.00 |
| WIRE BARE COPPER #6 | 30.00 | EA | 0.48000 | 14.40 | 0.00 | 14.40 |
| WIRE THHN 3/0 | 50.00 | EA | 3.79176 | 189.59 | 0.00 | 189.59 |
| GROUND ROD CLAMP 3/4 | 1.00 | EA | 3.40154 | 3.40 | 0.00 | 3.40 |
| MATERIAL Subtotal | | | | 207.39 | 0.00 | 207.39 |
| LOCATION Subtotal | | | | 2,147.39 | 0.00 | 2,147.39 |
| Work Completed Date: 10/30/2020 | | | | | | |
| Job Number: 610457 | | | | | | |
| Location: Winkler county golf course water well hole 4 | | | | | | |
| Work Description: Loaded up truck and drove to location with materials. Backed in to area next to fence and unloaded service Pole and framed and dug hole and set Pole. Tied in ground rod to disconnect. Drove back to Kermit yard. | | | | | | |
| LINEMAN; JOHNSON, JARRET RAY | 4.00 | R/T | 41.00 | 164.00 | 0.00 | 164.00 |
| FOREMAN; NYSTROM, MICHAEL LEE | 4.00 | R/T | 46.00 | 184.00 | 0.00 | 184.00 |
| SUPERVISOR; PEREGRINO, ELOY O | 4.00 | R/T | 62.00 | 248.00 | 0.00 | 248.00 |
| LABOR Subtotal | | | | 596.00 | 0.00 | 596.00 |
| R6244; DIGGER DERRICK | 3.00 | HR | 73.50 | 220.50 | 0.00 | 220.50 |
| 7290; LINE TRUCK | 4.00 | HR | 18.50 | 74.00 | 0.00 | 74.00 |
| 6139; LINE TRUCK | 4.00 | HR | 36.00 | 144.00 | 0.00 | 144.00 |
| EQUIPMENT Subtotal | | | | 438.50 | 0.00 | 438.50 |
| LOCATION Subtotal | | | | 1,034.50 | 0.00 | 1,034.50 |
| Work Completed Date: 10/30/2020 | | | | | | |
| Job Number: 610759 | | | | | | |
| Location: Golf Course | | | | | | |
| Work Description: 1 | | | | | | |
| FUSE 600V FRS 400 | 3.00 | EA | 121.02000 | 363.06 | 0.00 | 363.06 |
| FUSE 600V FRS 100 | 6.00 | EA | 15.07500 | 90.45 | 0.00 | 90.45 |
| GROUND ROD | 2.00 | EA | 46.42500 | 92.85 | 0.00 | 92.85 |
| WEATHERHEAD ENTRANCE CAP 200 | 2.00 | EA | 18.77500 | 37.55 | 0.00 | 37.55 |

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NOV 13 2020

AUDITOR'S OFFICE

REGULATED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION
 P O BOX 12157 AUSTIN, TX 78711(800) 803-9202 - (512) 463-6599 WEBSITE: www.license.state.tx.us/complaints
 TERMS: NET 30 PAST DUE: MAXIMUM LEGAL RATE CHARGED



AIA[®]

Document G704[™] - 2000

Certificate of Substantial Completion

PROJECT: *(Name and address)*
Winkler County Golf Course Irrigation

PROJECT NUMBER: 208540
CONTRACT FOR: \$525,521.00
CONTRACT DATE: April 17th 2020

| | |
|------------|-------------------------------------|
| OWNER | <input checked="" type="checkbox"/> |
| ARCHITECT | <input type="checkbox"/> |
| CONTRACTOR | <input type="checkbox"/> |
| FIELD | <input type="checkbox"/> |
| OTHER | <input type="checkbox"/> |

TO OWNER: *(Name and address)*
County of Winkler
PO Drawer O
Kermit, TX 79745

TO CONTRACTOR: *(Name and address)*
Duinick, Inc.
PO Box 208
Prinsburg, MN 56281

Project or portion of the Project designated for partial occupancy or use shall include:
entire property, no restrictions, punch list complete.

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

| | |
|--------------|----------------------|
| Warranty | Date of Commencement |
| per contract | 10/20/20 |

McCambell Irrigation

ARCHITECT

BY *(Signature)*

DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$ 0.00-

The Contractor will complete or correct the Work on the list of items attached hereto within zero (0) days from the above date of Substantial Completion.

Duinick, Inc.

CONTRACTOR

BY *(Signature)*

10/27/20

DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at (time) on (date).

OWNER

BY *(Signature)*

DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(NOTE: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

entire property, no restrictions, punch list complete.

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 113658

Today's Date: 10/20/2020

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

Project: 208540. Winkler County Golf Course
Irrigation

Application No.: 2

Distribution to:

- Owner
 Architect
 Contractor

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

Via
Architect:

Invoice Description: JB App #2

Period To: 10/20/2020

Project Nos: 208540

Contract For:

Contract Date: 4/13/2020

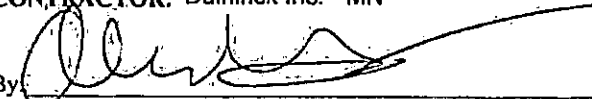
CONTRACTOR'S APPLICATION FOR PAYMENT

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 | \$24,965.00 |
| 3. Contract Sum To Date | \$550,486.00 |
| 4. Total Completed and Stored To Date | \$550,486.00 |
| 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 | \$550,486.00 |
| 7. Less Previous Certificates For Payments | \$210,521.00 |
| 8. Current Payment Due | \$339,965.00 |
| 9. Balance To Finish, Plus Retainage | \$0.00 |

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: Duinick Inc. - MN

By: 
Date: 10/20/20
State of: Minnesota County of: Winkler

Subscribed and sworn to before me this 20 day of October 2020

Notary Public: 
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: \$ 339,965.00

(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: _____ Date: _____

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 | \$24,965.00 | \$0.00 |
| TOTALS | \$24,965.00 | \$0.00 |
| Net Changes By Change Order | \$24,965.00 | |

CONTINUATION SHEET

Application and Certification for Payment, containing

Contractor's signed certification is attached.

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

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

Application No. : 2

Application Date: 10/20/2020

To: 10/20/2020

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 | \$25,521.00 | \$25,521.00 | 25,521.00 | 0.000 | 0.00 | 0.00 | 25,521.00 | 100.00% | 0.00 | 0.00 | |
| 2 | Mainline | 1.00 | LSM | \$150,000.00 | \$150,000.00 | 150,000.00 | 0.000 | 0.00 | 0.00 | 150,000.00 | 100.00% | 0.00 | 0.00 | |
| 3 | Laterals | 1.00 | LSM | \$350,000.00 | \$350,000.00 | 35,000.00 | 0.900 | 315,000.00 | 0.00 | 350,000.00 | 100.00% | 0.00 | 0.00 | |
| 4 | Change Order #1 | 1.00 | LSM | \$24,965.00 | \$24,965.00 | 0.00 | 1.000 | 24,965.00 | 0.00 | 24,965.00 | 100.00% | 0.00 | 0.00 | |
| Grand Totals | | | | | 550,486.00 | 210,521.00 | | 339,965.00 | 0.00 | 550,486.00 | 100.00% | 0.00 | 0.00 | |