

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

| LN | ORG | OBJECT | PROJ | ORG DESCRIPTION | ACCOUNT DESCRIPTION | EFF DATE | PREV BUDGET | BUDGET CHANGE | AMENDED BUDGET | ERR |
|----------|----------|---------------------|------------|--------------------------------|--------------------------------|--------------|--------------|---------------|----------------|-----|
| YEAR-PER | JOURNAL | EFF-DATE | REF 1 | REF 2 | SRC JNL-DESC | ENTITY AMEND | | | | |
| 2025 | 06 | 2 | 03/10/2025 | BA#42 | 011-039 | BUA BA#42 | 1 3 | | | |
| 1 | 01103920 | 560200 | | Judicial | APPOINTED ATTYS-CRIMINAL | | 737,000.00 | -4,000.00 | 733,000.00 | |
| | 011 | -039-560200-20-000- | | | Payment for Juror Meals | | 03/10/2025 | | | |
| 2 | 01103920 | 590200 | | Judicial | JURY EXPENSE | | 4,000.00 | 4,000.00 | 8,000.00 | |
| | 011 | -039-590200-20-000- | | | Payment for Juror Meals | | 03/10/2025 | | | |
| | | | | | ** JOURNAL TOTAL | | | 0.00 | | |
| YEAR-PER | JOURNAL | EFF-DATE | REF 1 | REF 2 | SRC JNL-DESC | ENTITY AMEND | | | | |
| 2025 | 06 | 33 | 03/10/2025 | BA#43 | 011-046 | BUA BA#43 | 1 3 | | | |
| 1 | 01104630 | 520100 | | Sheriff | SUPPLIES/OTH OPER EXP | | 427,500.00 | -200.00 | 427,300.00 | |
| | 011 | -046-520100-30-000- | | | Additional Licenses | | 03/10/2025 | | | |
| 2 | 01104630 | 551100 | | Sheriff | LICENSE AND FEES | | 500.00 | 200.00 | 700.00 | |
| | 011 | -046-551100-30-000- | | | Additional Licenses | | 03/10/2025 | | | |
| | | | | | ** JOURNAL TOTAL | | | 0.00 | | |
| YEAR-PER | JOURNAL | EFF-DATE | REF 1 | REF 2 | SRC JNL-DESC | ENTITY AMEND | | | | |
| 2025 | 06 | 64 | 03/10/2025 | BA#41 | 011-005 | BUA BA#41 | 1 3 | | | |
| 1 | 01104630 | 523100 | | Sheriff | NON-CAPITAL EQUIPMENT | | 377,055.00 | -25,500.00 | 351,555.00 | |
| | 011 | -046-523100-30-000- | | | Axon Camera Conversion | | 03/10/2025 | | | |
| 2 | 01104630 | 664600 | | Sheriff | CAPITAL OUTLAY-SHERIFF | | 1,731,513.00 | -117,000.00 | 1,614,513.00 | |
| | 011 | -046-664600-30-000- | | | Axon Camera Conversion | | 03/10/2025 | | | |
| 3 | 01100510 | 660500 | | Technology Information Systems | CAPITAL OUTLAY TECHNOLOGY & IN | | 1,500,000.00 | 142,500.00 | 1,642,500.00 | |
| | 011 | -005-660500-10-000- | | | Axon Camera Conversion | | 03/10/2025 | | | |
| | | | | | ** JOURNAL TOTAL | | | 0.00 | | |
| YEAR-PER | JOURNAL | EFF-DATE | REF 1 | REF 2 | SRC JNL-DESC | ENTITY AMEND | | | | |
| 2025 | 06 | 81 | 03/10/2025 | BA#44 | 011-041 | BUA BA#44 | 1 3 | | | |
| 1 | 01100710 | 599800 | | Non Departmental | CONTINGENCY | | 2,375,837.00 | -71,506.00 | 2,304,331.00 | |
| | 011 | -007-599800-10-000- | | | JJC School Addition Settlement | | 03/10/2025 | | | |
| 2 | 011 | 904100 | | GENERAL FUND | XFER TO PERMANENT IMPROVEMENT | | 1,980,760.00 | 71,506.00 | 2,052,266.00 | |
| | 011 | -000-904100-00-000- | | | JJC School Addition Settlement | | 03/10/2025 | | | |
| | | | | | ** JOURNAL TOTAL | | | 0.00 | | |

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| LN | ORG | OBJECT | PROJ | ORG DESCRIPTION | ACCOUNT DESCRIPTION | EFF DATE | PREV BUDGET | BUDGET CHANGE | AMENDED BUDGET | ERR |
|------------------|----------|---------------------|------------|-----------------------|--------------------------------|--------------|---------------|---------------|----------------|-----|
| YEAR-PER | JOURNAL | EFF-DATE | REF 1 | REF 2 | SRC JNL-DESC | ENTITY AMEND | | | | |
| 2025 | 06 | 83 | 03/10/2025 | BA#45 | 041-061 | BUA BA#45 | | | | |
| 1 | 041 | 801100 | | PERMANENT IMPROVEMENT | XFER FROM GENERAL FUND | | -1,980,760.00 | -71,506.00 | -2,052,266.00 | |
| | 041 | -000-801100-00-000- | | | JJC School Addition Settlement | 03/10/2025 | | | | |
| 2 | 04106140 | 621700 | | Permanent Improvement | LCJJC RENOVATIONS | | 26,665.00 | 71,506.00 | 98,171.00 | |
| | 041 | -061-621700-40-000- | | | JJC School Addition Settlement | 03/10/2025 | | | | |
| ** JOURNAL TOTAL | | | | | | | | 0.00 | | |

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: RScott

| YEAR | PER | JNL | SRC | ACCOUNT | EFF DATE | JNL DESC | REF 1 | REF 2 | REF 3 | ACCOUNT DESC | LINE DESC | T | OB | DEBIT | CREDIT |
|------|------------|-----|-----|-----------------|------------|----------|-------|---------|-------|--------------------------------|--------------------------------|---|------------|------------|------------|
| 2025 | 6 | 2 | BUA | 01103920-560200 | 03/10/2025 | BA#42 | BA#42 | 011-039 | | APPOINTED ATTYS-CRIMINAL | Payment for Juror Meals | 5 | | | 4,000.00 |
| 2025 | 6 | 2 | BUA | 01103920-590200 | 03/10/2025 | BA#42 | BA#42 | 011-039 | | JURY EXPENSE | Payment for Juror Meals | 5 | | 4,000.00 | |
| | | | | | | | | | | | | | .00 | .00 | |
| 2025 | 6 | 33 | BUA | 01104630-520100 | 03/10/2025 | BA#43 | BA#43 | 011-046 | | SUPPLIES/OTH OPER EXP | Additional Licenses | 5 | | | 200.00 |
| 2025 | 6 | 33 | BUA | 01104630-551100 | 03/10/2025 | BA#43 | BA#43 | 011-046 | | LICENSE AND FEES | Additional Licenses | 5 | | 200.00 | |
| | | | | | | | | | | | | | .00 | .00 | |
| 2025 | 6 | 64 | BUA | 01104630-523100 | 03/10/2025 | BA#41 | BA#41 | 011-005 | | NON-CAPITAL EQUIPMENT | Axon Camera Conversion | 5 | | | 25,500.00 |
| 2025 | 6 | 64 | BUA | 01104630-664600 | 03/10/2025 | BA#41 | BA#41 | 011-005 | | CAPITAL OUTLAY-SHERIFF | Axon Camera Conversion | 5 | | | 117,000.00 |
| 2025 | 6 | 64 | BUA | 01100510-660500 | 03/10/2025 | BA#41 | BA#41 | 011-005 | | CAPITAL OUTLAY TECHNOLOGY & IN | Axon Camera Conversion | 5 | | 142,500.00 | |
| | | | | | | | | | | | | | .00 | .00 | |
| 2025 | 6 | 81 | BUA | 01100710-599800 | 03/10/2025 | BA#44 | BA#44 | 011-041 | | CONTINGENCY | JJC School Addition Settlement | 5 | | | 71,506.00 |
| 2025 | 6 | 81 | BUA | 011-904100 | 03/10/2025 | BA#44 | BA#44 | 011-041 | | XFER TO PERMANENT IMPROVEMENT | JJC School Addition Settlement | 5 | | 71,506.00 | |
| | | | | | | | | | | | | | .00 | .00 | |
| 2025 | 6 | 83 | BUA | 041-801100 | 03/10/2025 | BA#45 | BA#45 | 041-061 | | XFER FROM GENERAL FUND | JJC School Addition Settlement | 5 | | | 71,506.00 |
| 2025 | 6 | 83 | BUA | 04106140-621700 | 03/10/2025 | BA#45 | BA#45 | 041-061 | | LCJJC RENOVATIONS | JJC School Addition Settlement | 5 | | 71,506.00 | |
| | | | | | | | | | | | | | .00 | .00 | |
| BUA | 041-360301 | | | | | | | | | APPROPRIATIONS | | | | | 71,506.00 |

BUDGET AMENDMENT JOURNAL ENTRY PROOF

| YEAR PER | JNL | ACCOUNT | DESC | REF 1 | REF 2 | REF 3 | ACCOUNT DESC | T OB | DEBIT | CREDIT |
|----------------|------------|---------|-------|---------|-------|-------|--------------------------------|------|-----------|-----------|
| SRC | EFF DATE | JNL | DESC | REF 1 | REF 2 | REF 3 | LINE DESC | | | |
| BUA 041-360302 | 03/10/2025 | BA#45 | BA#45 | 041-061 | | | BUDGETED REVENUES | | 71,506.00 | |
| | 03/10/2025 | BA#45 | BA#45 | 041-061 | | | SYSTEM GENERATED ENTRIES TOTAL | | 71,506.00 | 71,506.00 |
| | | | | | | | JOURNAL 2025/06/83 TOTAL | | 71,506.00 | 71,506.00 |

BUDGET AMENDMENT JOURNAL ENTRY PROOF

| FUND | ACCOUNT | YEAR | PER | JNL | EFF DATE | ACCOUNT DESCRIPTION | DEBIT | CREDIT |
|------------|---|------|-----|-----|------------|-------------------------------------|-----------|-----------|
| 041 | PERMANENT IMPROVEMENT 041-360301 041-360302 | 2025 | 6 | 83 | 03/10/2025 | APPROPRIATIONS BUDGETED REVENUES | | 71,506.00 |
| FUND TOTAL | | | | | | | 71,506.00 | 71,506.00 |

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: RScott

| PA JOURNAL SOURCE | PROJECT | STRING | EFF DATE | GL YEAR/PER/JNL | REF1 | REF2 | REF3 | REF4 | T | AMOUNT |
|--|---------|------------------|------------|-----------------|-------|---------|------|------------------|---|-----------|
| 9 | BUA | PLBKCOJJC -35051 | 03/10/2025 | 2025/06/83 | BA#45 | 041-061 | | T BA#45 | 5 | 71,506.00 |
| | | | | | | | | PLBKCOJJC TOTAL: | | 71,506.00 |
| ** END OF REPORT - Generated by Scott, Rhonda ** | | | | | | | | | | |

BUDGET ADJUSTMENT AUTHORIZATION

Commissioners' Court Action: Approved Denied Other

The Commissioners' Court of Lubbock County does hereby order the FY 2025 budget adjusted as presented and authorized by Local Government Code §111.010(d).

Passed this 10th day of March 2025, on a motion by _____

and seconded by _____.

Curtis Parrish, County Judge

LUBBOCK COUNTY

REQUEST FOR BUDGET AMENDMENT/LINE ITEM TRANSFER

Department: 046-Sheriff

Contact: Dan Corbin

Date: 2/28/2025

It is requested that a Budget Amendment _____ Line Item Transfer X _____
 be approved for the purpose of: AXON Camera Conversion

Move funds from:

Move funds to:

| Fund/Account No. | Account Name | Amount | Fund/Account No. | Account Name | Amount |
|------------------|--------------|---------------------|------------------|--------------|---------------------|
| 01104630-523100 | Non Capital | \$25,500.00 | 01100500-660500 | Capital | \$142,500.00 |
| 01104630-664600 | Capital | \$117,000.00 | | | |
| | | | | | |
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| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | <u>\$142,500.00</u> | | | <u>\$142,500.00</u> |

Scott, Rhonda

From: Corbin, Daniel
Sent: Friday, February 28, 2025 9:56 AM
To: Scott, Rhonda
Cc: Badu, Isaac; Williams, Kathy
Subject: FW: Final Contract Documents
Attachments: Line Item Transfer 005-3.10.25.xlsx.pdf

Rhonda,

Can you add the attached line item transfer. Neither Ashley or I have the ability to access both sides.

Dan Corbin
Chief Administrator
Lubbock County Sheriff's Office

From: Badu, Isaac <ibadu@lubbockcounty.gov>
Sent: Thursday, February 27, 2025 8:20 PM
To: Jackson, Greg <GJackson@lubbockcounty.gov>; Corbin, Daniel <DCorbin@lubbockcounty.gov>; Quijada, Ashley <AQuijada@lubbockcounty.gov>
Subject: RE: Final Contract Documents

Chief,

It needs to go into 005 6605.

Ashley, please work with Chief on the LIT to move the funds.

Thank you,

IOB

From: Jackson, Greg <GJackson@lubbockcounty.gov>
Sent: Thursday, February 27, 2025 8:53 AM
To: Badu, Isaac <ibadu@lubbockcounty.gov>
Subject: FW: Final Contract Documents

Isaac,

Chief Corbin is looking for a line item to transfer funds for the below.

Thank you,
Greg

From: Corbin, Daniel <DCorbin@lubbockcounty.gov>
Sent: Thursday, February 27, 2025 8:47 AM

To: Jackson, Greg <GJackson@lubbockcounty.gov>

Subject: RE: Final Contract Documents

Greg,

I will get started on moving our portion of the funds over to your account. What line item does it need to go to?

Dan Corbin
Chief Administrator
Lubbock County Sheriff's Office

From: Badu, Isaac <ibadu@lubbockcounty.gov>

Sent: Thursday, February 27, 2025 2:49 AM

To: Corbin, Daniel <DCorbin@lubbockcounty.gov>

Cc: Reeves, Mande <mnreeves@lubbockcounty.gov>; Gilliam, Joseph (Joe) <JGilliam@lubbockcounty.gov>; Roberts, Jordan <JRoberts@lubbockcounty.gov>; Jackson, Greg <GJackson@lubbockcounty.gov>

Subject: RE: Final Contract Documents

Please proceed.

iOB

From: Corbin, Daniel <DCorbin@lubbockcounty.gov>

Sent: Wednesday, February 26, 2025 9:24 AM

To: Badu, Isaac <ibadu@lubbockcounty.gov>

Cc: Reeves, Mande <mnreeves@lubbockcounty.gov>; Gilliam, Joseph (Joe) <JGilliam@lubbockcounty.gov>; Roberts, Jordan <JRoberts@lubbockcounty.gov>; Jackson, Greg <GJackson@lubbockcounty.gov>

Subject: RE: Final Contract Documents

Isaac,

Following up on this, we need to get this on the court agenda or we will be behind schedule. Please advise if you are good with proceeding.

Dan Corbin
Chief Administrator
Lubbock County Sheriff's Office

From: Corbin, Daniel

Sent: Wednesday, February 19, 2025 10:33 AM

To: Badu, Isaac <ibadu@lubbockcounty.gov>

Cc: Reeves, Mande <mnreeves@lubbockcounty.gov>; Gilliam, Joseph (Joe) <JGilliam@lubbockcounty.gov>; Roberts, Jordan <JRoberts@lubbockcounty.gov>

Subject: FW: Final Contract Documents

Isaac,

Attached is the proposed contract from AXON. Have you had a chance to review the quote previously sent?

Dan Corbin
Chief Administrator
Lubbock County Sheriff's Office

From: Matt Appelbaum <mappelbaum@axon.com>
Sent: Wednesday, February 19, 2025 10:09 AM
To: Corbin, Daniel <DCorbin@lubbockcounty.gov>
Cc: Stevens, Ryan <RStevens@lubbockcounty.gov>
Subject: Final Contract Documents

Good Morning Chief Corbin,

Apologies for the delay on this but attached to this email is the final document with all contract language for the Axon Contract. We reviewed the contract signed by the Legal team for the County DA contract and no additional modifications were made.

Please let me know if there are any questions from legal on the review and if we need to get the teams together!

Best,

Matt Appelbaum

Key Account Executive – TX

Cell Phone/ (480) 795-3972

Tech Support/ 1 (800) 978-2737 (opt 4 opt 2)

DRAFT ONE HAS ARRIVED. Check it out [HERE](#)

TASER 10 Webinar: [Here](#)



AXON.COM

Dallas, TX

COMPROMISE SETTLEMENT AGREEMENT

I. PARTIES

1.1 This Compromise Settlement Agreement (the "Agreement") is entered into by and between OPREX Construction, LLC (referred to herein as "OPREX"), and Lubbock County, Texas (referred to herein as "the County"), (collectively, the "Parties"), for the mutual considerations and purposes herein expressed.

II. STATEMENT OF DISPUTE

2.1 On September 17, 2024, OPREX, through its attorneys Harrison Steck, P.C., offered to resolve its claim for payments for retainage and additional work alleged to be due under the construction contract for the Juvenile Justice Center-Academic Addition (the "Project"), which claim for payment OPREX alleged to total \$369,130.80, in exchange for payment by the County totaling \$287,064.41 as follows: (i) Project Retainage withheld by the County in the amount of \$178,494.50; (ii) Change Order #34 in the amount of \$10,516.17; (iii) Change Order #38 in the amount of \$6,296.71; (iv) Change Order #31 in the amount of \$38,415.48 for White Services and \$45,000 for Oprex; and (v) the 10% Contractor's Fee in the amount of \$8,341.55.

2.2 OPREX and the County, while disagreeing with regard to both the relevant facts in controversy and the governing legal principles, continued to negotiate in good faith until a resolution of all claims and controversies between the Parties were resolved pursuant to the terms and conditions provided in this Settlement Agreement.

2.3 Nothing in this Agreement is intended to be, or shall be assumed to infer, an admission of liability or fault on the part of either of the Parties. The Parties have resolved disputed issues of fact and law for the mutual benefit of each of the Parties and in order to avoid further litigation and to minimize expenses.

III. CONSIDERATION

3.1 All matters relating to the Letter of Agreement between the Parties for the construction of the Project, as approved by the Lubbock County Commissioner's Court on June 27, 2022, are compromised and settled between the Parties to this Agreement in consideration of the mutual releases, promises and agreements herein expressed and in further consideration of the payment to OPREX by the County, within forty-five (45) days after the execution of this Agreement, of the total sum of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00). This total payment consists of \$178,494.50 in retainage withheld from contract payments plus the sum of \$71,505.50 for all other alleged additional changed work in constructing the improvements.

IV.
GENERAL AND MUTUAL RELEASE

4.1 In consideration of the good and valuable considerations recited hereinabove, the sufficiency of which are hereby acknowledged and confessed, each of the Parties hereby releases, remises, and forever discharges the other Party and their employees, architects, engineers, attorneys, commissioners, officers, directors, shareholders, sureties, successors and assigns, from any and all claims, demands, actions, and causes of action of whatever kind or character known, unknown, accrued or unaccrued, arising or to arise out of, and/or connected in any manner with, the matters alleged by each Party or which could have been alleged or asserted, originally or which could have been asserted subsequently, related to the construction of improvements for the Project, EXCEPT any claim, cause of action, damages and/or expenses which may arise from the breach of this Agreement, and EXCEPT any claim or cause of action for (i) the breach of express or implied warranty provided by any manufacturer of products provided as improvements for the Project or (ii) for a period of one year from the date of Substantial Completion as determined by the County, the breach of express or implied warranty by OPREX.

V.
NON-DISPARAGEMENT

5.1 Each of the Parties, on behalf of itself and all of its representatives described above, agrees not to disparage or in any way discredit the other Party with regard to any of the claims, controversies or other matters alleged by or asserted by either of the Parties, or which could have been alleged or asserted either originally, or which could have been asserted subsequently, by either Party related to the construction of the improvements for the Project.

VI.
GENERAL PROVISIONS

6.1 **Assignment.** The Parties represent and warrant to each other that they have not, and will not, sell, assign, convey, or otherwise transfer any interest in any claims, rights, causes of action, obligations, or other liabilities or obligations which are the subject of this Agreement, and that they have the sole right and exclusive authority to execute this Agreement and release the matters as set forth herein.

6.2 **No Third-Party Beneficiary.** This Agreement has been executed for the sole benefit of each of the Parties and is not intended for the benefit of any third party, except to the extent a release is specifically granted to a third party in this Agreement. No other party shall have any rights hereunder, nor shall they be entitled to assume that the Parties hereto will insist upon strict performance of the mutual obligations arising under this Agreement for the benefit of such other third parties.

6.3 **Disclaimer of Liability.** The Parties disclaim any liability to each other and it is expressly understood and agreed that the terms of this Agreement are contractual and not mere recitals, and that the covenants contained herein and the consideration transferred herein are to

compromise disputed claims, avoid litigation, and buy peace, and that no payments made nor any releases or other consideration given shall be construed as an admission of liability or wrongdoing by any Party to this Agreement, all such liability being expressly denied.

6.4 Attorney's Fees. In the event that either Party is required to obtain the services of an attorney to enforce this Agreement, the prevailing Party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

6.5 Amendments. This Agreement may be amended, revised, waived, discharged, released, or terminated only by written instrument executed by both of the Parties hereto.

6.6 No Waiver. No failure to exercise or delay in exercising any right in this Agreement on the part of either of the Parties shall operate as a waiver thereof, nor shall any single or partial exercise of any right of either of the Parties to this Agreement, preclude any other or further exercise of such right, or the exercise of any other right or rights.

6.7 Successors and Assigns. All the terms of this Agreement shall apply to and shall be binding upon and inure to the benefit of the Parties hereto, their respective successors, assigns, heirs, directors, officers, partners, agents, servants, employees, insurers, parent companies, subsidiaries, and/or legal representatives and/or all persons claiming by, through or under such Parties, as may be permitted herein.

6.8 Applicable Law and Venue. This Agreement has been executed and delivered in the State of Texas and shall be governed by and construed in accordance with the laws of the State of Texas and the applicable laws of the United States of America. This Agreement is performable and enforceable in Lubbock County, Texas.

6.9 Invalid Provisions. If any provision of this Agreement is for any reason held to be invalid or unenforceable, such provision shall not affect any other provision hereof, but this Agreement shall be construed as if such invalid and/or unenforceable provision had never been contained herein.

6.10 Legal Counsel. The Parties hereto acknowledge that (i) they have consulted with legal counsel regarding the contents of this Agreement; (ii) that they have carefully read this Agreement and reviewed the same with their legal counsel; (iii) they understand the terms and legal consequences of this Agreement; and (iv) they acknowledge their acceptance of the terms of this Agreement by their signatures affixed hereto.

6.11 Representations. The statements and representations contained in this Agreement are considered contractual in nature and not mere recitals.

6.12 Acknowledgment of Entire Agreement. The Parties do each expressly represent and warrant that (1) they have entered into this Compromise Settlement Agreement of their own free will and accord, and in accordance with their own judgment; (2) that they have not been induced to enter into this Compromise Settlement Agreement by, nor relied upon, any statement, act, promise, or representation of any kind or character by anyone hereby released or on the part of their agents or

LUBBOCK COUNTY, TEXAS

BY: 
Curtis Parrish, County Judge

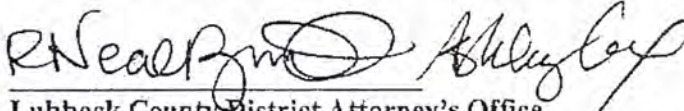
STATE OF TEXAS §
 §
COUNTY OF LUBBOCK §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Curtis Parrish, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he has executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of February, 2025.


NOTARY PUBLIC, STATE OF TEXAS

APPROVED AS TO FORM AND CONTENT:


Lubbock County District Attorney's Office
R. Neal Burt, Assistant District Attorney, Chief Civil Division
Ashley K. Cox, Assistant District Attorney, Civil Division
904 Broadway, Second Floor
Lubbock, Texas 79401
806-775-1112 (main)
nburt@lubbockcounty.gov



Scott, Rhonda

From: Hill, Niccolo
Sent: Monday, March 3, 2025 11:29 AM
To: Scott, Rhonda; Wall, Catie
Cc: Harvill, Natalie; Williams, Kathy; Handley, Kristina; Vandergriff, Laura; Hollifield, Katy
Subject: RE: Settlement Agreement - Oprex
Attachments: LIT 03.03.2025.pdf

Rhonda,
Per your request. Let me know if you need anything else ma'am.

Thank you!

Nick A. Hill
Assist. Director of Facilities
Lubbock County
O: 806.775.1012
F: 806.775.7923

From: Scott, Rhonda <RScott@lubbockcounty.gov>
Sent: Monday, March 3, 2025 11:09 AM
To: Wall, Catie <CWall@lubbockcounty.gov>; Hill, Niccolo <NHill@lubbockcounty.gov>
Cc: Harvill, Natalie <NHarvill@lubbockcounty.gov>; Williams, Kathy <KWilliams@lubbockcounty.gov>; Handley, Kristina <KHandley@lubbockcounty.gov>; Vandergriff, Laura <LVandergriff@lubbockcounty.gov>; Hollifield, Katy <KHollifield@lubbockcounty.gov>
Subject: RE: Settlement Agreement - Oprex
Importance: High

Hi Nick,
I have not received the worksheet from your department for the LIT below along with a copy of the settlement agreement as backup. the deadline to get this on for Court on Monday, March 10, 2025 is 12 pm today.

Thank You.

Rhonda =^.^=

From: Wall, Catie <CWall@lubbockcounty.gov>
Sent: Wednesday, February 26, 2025 9:52 AM
To: Scott, Rhonda <RScott@lubbockcounty.gov>; Hill, Niccolo <NHill@lubbockcounty.gov>
Cc: Harvill, Natalie <NHarvill@lubbockcounty.gov>; Williams, Kathy <KWilliams@lubbockcounty.gov>; Handley, Kristina <KHandley@lubbockcounty.gov>
Subject: Re: Settlement Agreement - Oprex

Rhonda,

The GL line 04106140-621700, but it will not let you key that you will have to key the project string. The GL will automatically populate when you enter the project string.

Thanks,

Catie

From: Scott, Rhonda <RScott@lubbockcounty.gov>
Sent: Tuesday, February 25, 2025 1:40 PM
To: Wall, Catie <CWall@lubbockcounty.gov>; Hill, Niccolo <NHill@lubbockcounty.gov>
Cc: Harvill, Natalie <NHarvill@lubbockcounty.gov>; Williams, Kathy <KWilliams@lubbockcounty.gov>; Handley, Kristina <KHandley@lubbockcounty.gov>
Subject: RE: Settlement Agreement - Oprex

Hello

I will need the GL line that the PLBKCOJJC-35051-CLASS-CONSTR Project is tied to on the worksheet.

Thank You,

Rhonda =^.^=

From: Wall, Catie <CWall@lubbockcounty.gov>
Sent: Tuesday, February 25, 2025 11:46 AM
To: Hill, Niccolo <NHill@lubbockcounty.gov>
Cc: Harvill, Natalie <NHarvill@lubbockcounty.gov>; Williams, Kathy <KWilliams@lubbockcounty.gov>; Scott, Rhonda <RScott@lubbockcounty.gov>; Handley, Kristina <KHandley@lubbockcounty.gov>
Subject: Settlement Agreement - Oprex

Good Morning Nick,

I am just getting back with you after our phone call. I did speak with Kathy. You will need to write up a LIT using the accounts below and submit to Rhonda with a copy of the settlement agreement as backup. I believe Rhonda will have to enter the LIT into Munis because you will not have access to the GL line that we are taking the money from.

Move funds from:

01100710-599800 Contingency 71,506.00

Move funds to:

PLBKCOJJC-35051-CLASS-CONSTR 71,506.00

There is already \$178,494.50 in the project string. So I believe you just need to move the 71,506 in order to be able to pay the total due of \$250,000.

Also, Kathy would like to go ahead and get this paid on the 10th and be done with Oprex. You will not be able to get a PO until 3-10-25 after court. As soon as court is over, Rhonda will approve the LITs in Munis and you will be able to get the PO. If you will get the PO and do receiving on Monday the 10th, AP will get them paid as soon as that is done.

If you have any questions, please let me know. Thanks.

Catie Wall

Internal Audit

806-775-1088

LUBBOCK COUNTY

REQUEST FOR BUDGET AMENDMENT/LINE ITEM TRANSFER

Fund Name/Dept: 70

Contact: Denise Smith

Date: 2/21/2025

It is requested that a Budget Amendment _____ Line Item Transfer xxx
 be approved for the purpose of: Payment for Juror Meals

Move funds from:

Move funds to:

| Fund/Account No. | Account Name | Amount | Fund/Account No. | Account Name | Amount |
|-------------------|--------------------------|--------------------|-------------------|--------------|--------------------|
| 01103920 - 560200 | Appointed Attys-Criminal | \$4,000.00 | 01103920 - 590200 | Jury Expense | \$4,000.00 |
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| | | <u>\$ 4,000.00</u> | | | <u>\$ 4,000.00</u> |

1. Must be on the County's approved form, found on the N Drive, in Excel format.
2. Must be typed.
3. Use whole dollars, NO cents
4. Include adequate description for the adjustment or it will not be submitted;
 - a. Phrases such as –“unanticipated expenses, to complete year or complete budget year”-do not provide sufficient information and should be avoided.
5. Funding in personnel line items cannot be transferred into operating line items and vice versa without prior consent from Commissioners' Court.
6. Line-item transfers/budget amendments must be approved prior to securing a purchase order that will place the expenditure line item into a deficit balance.
7. Budget adjustments-Line item transfers/Amendments will need to be entered in Munis, the LIT form along with any backup documentation must be attached in PDF format to your entry in Munis.

LUBBOCK COUNTY

REQUEST FOR BUDGET AMENDMENT/LINE ITEM TRANSFER

Department: 046-Sheriff

Contact: Dan Corbin

Date: 2/26/2025

It is requested that a Budget Amendment _____ Line Item Transfer X _____
 be approved for the purpose of: Additional Licenses

Move funds from:

Move funds to:

| Fund/Account No. | Account Name | Amount | Fund/Account No. | Account Name | Amount |
|------------------|--------------|-----------------|------------------|--------------|-----------------|
| 01104630-520100 | Supplies | \$200.00 | 01104630-551100 | Licenses | \$200.00 |
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| | | <u>\$200.00</u> | | | <u>\$200.00</u> |

BUDGET AMENDMENT AUTHORIZATION

Commissioners' Court Action: Approved Denied Other

The Commissioners' Court of Lubbock County does hereby authorize an emergency expenditure as an amendment to the original budget and order the FY 2025 budget amended as presented and authorized by Local Government Code §111.010(c).

Passed this 10th day of March 2025, on a motion by _____

and seconded by _____.

Curtis Parrish, County Judge

COMPROMISE SETTLEMENT AGREEMENT

I. PARTIES

1.1 This Compromise Settlement Agreement (the "Agreement") is entered into by and between OPREX Construction, LLC (referred to herein as "OPREX"), and Lubbock County, Texas (referred to herein as "the County"), (collectively, the "Parties"), for the mutual considerations and purposes herein expressed.

II. STATEMENT OF DISPUTE

2.1 On September 17, 2024, OPREX, through its attorneys Harrison Steck, P.C., offered to resolve its claim for payments for retainage and additional work alleged to be due under the construction contract for the Juvenile Justice Center-Academic Addition (the "Project"), which claim for payment OPREX alleged to total \$369,130.80, in exchange for payment by the County totaling \$287,064.41 as follows: (i) Project Retainage withheld by the County in the amount of \$178,494.50; (ii) Change Order #34 in the amount of \$10,516.17; (iii) Change Order #38 in the amount of \$6,296.71; (iv) Change Order #31 in the amount of \$38,415.48 for White Services and \$45,000 for Oprex; and (v) the 10% Contractor's Fee in the amount of \$8,341.55.

2.2 OPREX and the County, while disagreeing with regard to both the relevant facts in controversy and the governing legal principles, continued to negotiate in good faith until a resolution of all claims and controversies between the Parties were resolved pursuant to the terms and conditions provided in this Settlement Agreement.

2.3 Nothing in this Agreement is intended to be, or shall be assumed to infer, an admission of liability or fault on the part of either of the Parties. The Parties have resolved disputed issues of fact and law for the mutual benefit of each of the Parties and in order to avoid further litigation and to minimize expenses.

III. CONSIDERATION

3.1 All matters relating to the Letter of Agreement between the Parties for the construction of the Project, as approved by the Lubbock County Commissioner's Court on June 27, 2022, are compromised and settled between the Parties to this Agreement in consideration of the mutual releases, promises and agreements herein expressed and in further consideration of the payment to OPREX by the County, within forty-five (45) days after the execution of this Agreement, of the total sum of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00). This total payment consists of \$178,494.50 in retainage withheld from contract payments plus the sum of \$71,505.50 for all other alleged additional changed work in constructing the improvements.

IV.
GENERAL AND MUTUAL RELEASE

4.1 In consideration of the good and valuable considerations recited hereinabove, the sufficiency of which are hereby acknowledged and confessed, each of the Parties hereby releases, remises, and forever discharges the other Party and their employees, architects, engineers, attorneys, commissioners, officers, directors, shareholders, sureties, successors and assigns, from any and all claims, demands, actions, and causes of action of whatever kind or character known, unknown, accrued or unaccrued, arising or to arise out of, and/or connected in any manner with, the matters alleged by each Party or which could have been alleged or asserted, originally or which could have been asserted subsequently, related to the construction of improvements for the Project, EXCEPT any claim, cause of action, damages and/or expenses which may arise from the breach of this Agreement, and EXCEPT any claim or cause of action for (i) the breach of express or implied warranty provided by any manufacturer of products provided as improvements for the Project or (ii) for a period of one year from the date of Substantial Completion as determined by the County, the breach of express or implied warranty by OPREX.

V.
NON-DISPARAGEMENT

5.1 Each of the Parties, on behalf of itself and all of its representatives described above, agrees not to disparage or in any way discredit the other Party with regard to any of the claims, controversies or other matters alleged by or asserted by either of the Parties, or which could have been alleged or asserted either originally, or which could have been asserted subsequently, by either Party related to the construction of the improvements for the Project.

VI.
GENERAL PROVISIONS

6.1 **Assignment.** The Parties represent and warrant to each other that they have not, and will not, sell, assign, convey, or otherwise transfer any interest in any claims, rights, causes of action, obligations, or other liabilities or obligations which are the subject of this Agreement, and that they have the sole right and exclusive authority to execute this Agreement and release the matters as set forth herein.

6.2 **No Third-Party Beneficiary.** This Agreement has been executed for the sole benefit of each of the Parties and is not intended for the benefit of any third party, except to the extent a release is specifically granted to a third party in this Agreement. No other party shall have any rights hereunder, nor shall they be entitled to assume that the Parties hereto will insist upon strict performance of the mutual obligations arising under this Agreement for the benefit of such other third parties.

6.3 **Disclaimer of Liability.** The Parties disclaim any liability to each other and it is expressly understood and agreed that the terms of this Agreement are contractual and not mere recitals, and that the covenants contained herein and the consideration transferred herein are to

compromise disputed claims, avoid litigation, and buy peace, and that no payments made nor any releases or other consideration given shall be construed as an admission of liability or wrongdoing by any Party to this Agreement, all such liability being expressly denied.

6.4 Attorney's Fees. In the event that either Party is required to obtain the services of an attorney to enforce this Agreement, the prevailing Party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

6.5 Amendments. This Agreement may be amended, revised, waived, discharged, released, or terminated only by written instrument executed by both of the Parties hereto.

6.6 No Waiver. No failure to exercise or delay in exercising any right in this Agreement on the part of either of the Parties shall operate as a waiver thereof, nor shall any single or partial exercise of any right of either of the Parties to this Agreement, preclude any other or further exercise of such right, or the exercise of any other right or rights.

6.7 Successors and Assigns. All the terms of this Agreement shall apply to and shall be binding upon and inure to the benefit of the Parties hereto, their respective successors, assigns, heirs, directors, officers, partners, agents, servants, employees, insurers, parent companies, subsidiaries, and/or legal representatives and/or all persons claiming by, through or under such Parties, as may be permitted herein.

6.8 Applicable Law and Venue. This Agreement has been executed and delivered in the State of Texas and shall be governed by and construed in accordance with the laws of the State of Texas and the applicable laws of the United States of America. This Agreement is performable and enforceable in Lubbock County, Texas.


6.9 Invalid Provisions. If any provision of this Agreement is for any reason held to be invalid or unenforceable, such provision shall not affect any other provision hereof, but this Agreement shall be construed as if such invalid and/or unenforceable provision had never been contained herein.

6.10 Legal Counsel. The Parties hereto acknowledge that (i) they have consulted with legal counsel regarding the contents of this Agreement; (ii) that they have carefully read this Agreement and reviewed the same with their legal counsel; (iii) they understand the terms and legal consequences of this Agreement; and (iv) they acknowledge their acceptance of the terms of this Agreement by their signatures affixed hereto.

6.11 Representations. The statements and representations contained in this Agreement are considered contractual in nature and not mere recitals.

6.12 Acknowledgment of Entire Agreement. The Parties do each expressly represent and warrant that (1) they have entered into this Compromise Settlement Agreement of their own free will and accord, and in accordance with their own judgment; (2) that they have not been induced to enter into this Compromise Settlement Agreement by, nor relied upon, any statement, act, promise, or representation of any kind or character by anyone hereby released or on the part of their agents or

LUBBOCK COUNTY, TEXAS

BY: 
Curtis Parrish, County Judge

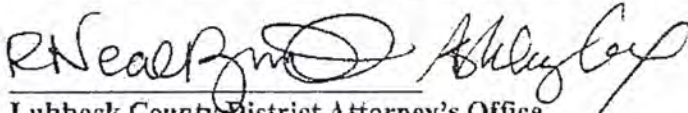
STATE OF TEXAS §
 §
COUNTY OF LUBBOCK §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Curtis Parrish, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he has executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of February, 2025.


NOTARY PUBLIC, STATE OF TEXAS

APPROVED AS TO FORM AND CONTENT:


Lubbock County District Attorney's Office
R. Neal Burt, Assistant District Attorney, Chief Civil Division
Ashley K. Cox, Assistant District Attorney, Civil Division
904 Broadway, Second Floor
Lubbock, Texas 79401
806-775-1112 (main)
nburt@lubbockcounty.gov



Scott, Rhonda

From: Hill, Niccolo
Sent: Monday, March 3, 2025 11:29 AM
To: Scott, Rhonda; Wall, Catie
Cc: Harvill, Natalie; Williams, Kathy; Handley, Kristina; Vandergriff, Laura; Hollifield, Katy
Subject: RE: Settlement Agreement - Oprex
Attachments: LIT 03.03.2025.pdf

Rhonda,
Per your request. Let me know if you need anything else ma'am.

Thank you!

Nick A. Hill
Assist. Director of Facilities
Lubbock County
O: 806.775.1012
F: 806.775.7923

From: Scott, Rhonda <RScott@lubbockcounty.gov>
Sent: Monday, March 3, 2025 11:09 AM
To: Wall, Catie <CWall@lubbockcounty.gov>; Hill, Niccolo <NHill@lubbockcounty.gov>
Cc: Harvill, Natalie <NHarvill@lubbockcounty.gov>; Williams, Kathy <KWilliams@lubbockcounty.gov>; Handley, Kristina <KHandley@lubbockcounty.gov>; Vandergriff, Laura <LVandergriff@lubbockcounty.gov>; Hollifield, Katy <KHollifield@lubbockcounty.gov>
Subject: RE: Settlement Agreement - Oprex
Importance: High

Hi Nick,
I have not received the worksheet from your department for the LIT below along with a copy of the settlement agreement as backup. the deadline to get this on for Court on Monday, March 10, 2025 is 12 pm today.

Thank You.

Rhonda =^.^=

From: Wall, Catie <CWall@lubbockcounty.gov>
Sent: Wednesday, February 26, 2025 9:52 AM
To: Scott, Rhonda <RScott@lubbockcounty.gov>; Hill, Niccolo <NHill@lubbockcounty.gov>
Cc: Harvill, Natalie <NHarvill@lubbockcounty.gov>; Williams, Kathy <KWilliams@lubbockcounty.gov>; Handley, Kristina <KHandley@lubbockcounty.gov>
Subject: Re: Settlement Agreement - Oprex

Rhonda,

The GL line 04106140-621700, but it will not let you key that you will have to key the project string. The GL will automatically populate when you enter the project string.

Thanks,

Catie

From: Scott, Rhonda <RScott@lubbockcounty.gov>
Sent: Tuesday, February 25, 2025 1:40 PM
To: Wall, Catie <CWall@lubbockcounty.gov>; Hill, Niccolo <NHill@lubbockcounty.gov>
Cc: Harvill, Natalie <NHarvill@lubbockcounty.gov>; Williams, Kathy <KWilliams@lubbockcounty.gov>; Handley, Kristina <KHandley@lubbockcounty.gov>
Subject: RE: Settlement Agreement - Oprex

Hello

I will need the GL line that the PLBKCOJJC-35051-CLASS-CONSTR Project is tied to on the worksheet.

Thank You,

Rhonda =^.^=

From: Wall, Catie <CWall@lubbockcounty.gov>
Sent: Tuesday, February 25, 2025 11:46 AM
To: Hill, Niccolo <NHill@lubbockcounty.gov>
Cc: Harvill, Natalie <NHarvill@lubbockcounty.gov>; Williams, Kathy <KWilliams@lubbockcounty.gov>; Scott, Rhonda <RScott@lubbockcounty.gov>; Handley, Kristina <KHandley@lubbockcounty.gov>
Subject: Settlement Agreement - Oprex

Good Morning Nick,

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Catie Wall

Internal Audit

806-775-1088