

THE STATE OF TEXAS)
 :
COUNTY OF WINKLER)

On this the 8th day of September, 2014, the Commissioners' Court of Winkler County, Texas, met in Regular Term of Court at the Courthouse in Kermit, Texas, with the following members present, to-wit:

- | | |
|--------------------|--|
| Bonnie Leck | County Judge |
| Billy Stevens | Commissioner, Precinct No. 1 |
| Robbie Wolf | Commissioner, Precinct No. 2 |
| Randy Neal | Commissioner, Precinct No. 3 |
| Billy Ray Thompson | Commissioner, Precinct No. 4 |
| Shethelia Reed | 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 Leck called the meeting to order and asked for matters of business from the audience.

Following recommendations of Winkler County Fire Marshal, Kermit Volunteer Fire Department and Wink Volunteer Fire Department, a motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve extension of burn ban in unincorporated areas of Winkler County for ninety (90) days or less if drought conditions change; which motion became an order of the Court upon the following vote:

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

STATE OF TEXAS §
 §
 COUNTY OF WINKLER §

ORDER PROHIBITING OUTDOOR BURNING

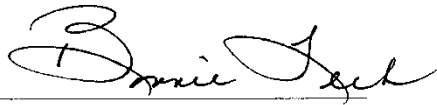
WHEREAS, the Commissioners Court finds that circumstances present in all of the unincorporated area of the county create a public safety hazard that would be exacerbated by outdoor burning;

IT IS HEREBY ORDERED by the Commissioners Court of Winkler County that all outdoor burning is prohibited in the unincorporated area of the county for ninety (90) days from the date of adoption of this Order, unless the restrictions are terminated earlier based on a determination made by: (1) the Texas Forest Service that drought conditions no longer exist; or (2) the Commissioners' Court based on a determination that the circumstances that required the Order no longer exist.

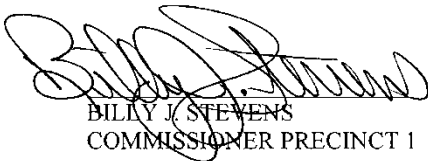
This Order is adopted pursuant to Local Government Code §352.081, and other applicable statutes. This Order does not prohibit outdoor burning activities related to public health and safety that are authorized by the Texas Commission on Environmental Quality for (1) firefighter training; (2) public utility, natural gas pipeline or mining operations; or (3) planting or harvesting of agricultural crops; or (4) burns that are conducted by a prescribed burn manager certified under Natural Resources Code §153.048 and meet the standards of Natural Resources Code §153.047.

In accordance with Local Government Code §352.081(h), a violation of this Order is a Class C misdemeanor, punishable by a fine not to exceed \$500.00.

ADOPTED this 8th day of September, 2014 by a vote of 5 ayes and 0 nays.



BONNIE LECK
 WINKLER COUNTY JUDGE



BILLY J. STEVENS
 COMMISSIONER PRECINCT 1



ROBBIE WOLF
 COMMISSIONER PRECINCT 2




KANDY NEAL
 COMMISSIONER PRECINCT 3



BILLY RAY THOMPSON
 COMMISSIONER PRECINCT 4

ATTEST:



SHETHELIA REED
 WINKLER COUNTY CLERK

A motion was made by Commissioner Stevens and seconded by Commissioner Neal to approve granting request of Kermit Independent School District permission to hold Homecoming bonfire on County property on Thursday, September 11, 2014; which motion became an order of the Court upon the following vote:

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

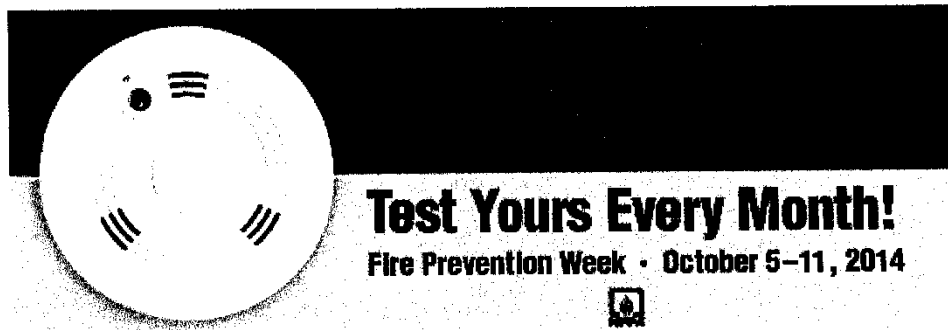
A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve granting exceptions to burn ban for Kermit Independent School District Homecoming bonfire on Thursday, September 11, 2014 and to the parents of the senior class of Wink-Loving Independent School

District to hold Homecoming bonfire on Thursday, September 18, 2014; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Stevens to approve Proclamation designating week of October 05-11, 2013 as Fire Prevention week in Winkler County; which motion became an order of the Court upon the following vote:

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



PROCLAMATION

2014 FIRE PREVENTION WEEK

WHEREAS, Winkler County is committed to ensuring the safety and security of all those living in and visiting our County; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires killed more than 2,300 people in the United States in 2012, according to the latest research from the National Fire Protection Association (NFPA), and fire departments in the United States responded to more than 365,000 home fires; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and

WHEREAS, three out of five home fire deaths result from fires in properties without working smoke alarms; and

WHEREAS, in one-fifth of all homes with smoke alarms, none were working; and

WHEREAS, when smoke alarms should have operated but did not do so it was usually because batteries were missing, disconnected, or dead; and

WHEREAS, Winkler County residents should install smoke alarms in every sleeping room, outside each separate sleeping area, and on every level of the home; and

WHEREAS, Winkler County's residents should install smoke alarms and alert devices that meet the needs of people who are deaf or hard of hearing; and

WHEREAS, residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, Winkler County's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

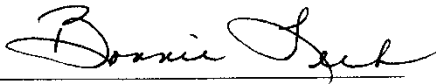
WHEREAS, Winkler County's residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

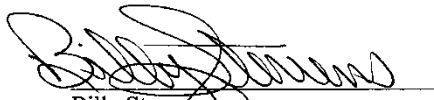
WHEREAS, the 2014 Fire Prevention Week theme, "**Working Smoke Alarms Save Lives: Test Yours Every Month!**" effectively serves to remind us that we need working smoke alarms to give us the time to get out safely

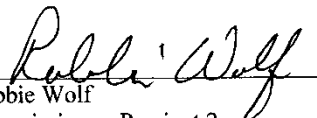
NOW, THEREFORE, BE IT RESOLVED THAT WE, THE WINKLER COUNTY COMMISSIONERS' COURT do hereby proclaim October 5 - 11, 2014, as Fire Prevention Week throughout this County, and we urge all the people of Winkler County to test their smoke alarms at least every month by pushing the test button, and to support the many public safety activities and efforts of Winkler County's fire and emergency services during Fire Prevention Week 2014.


THEREFORE, IN OFFICIAL RECOGNITION OF THIS NATIONAL EVENT, we, the undersigned, do hereby proclaim October 5 - 11, 2014 as FIRE PREVENTION WEEK in Winkler County.

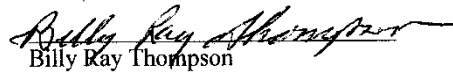
Adopted this the 8th day of September, 2014.

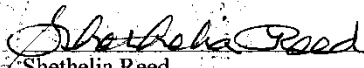

Bonnie Leck
Winkler County Judge


Billy Stevens
Commissioner, Precinct 1


Robbie Wolf
Commissioner, Precinct 2


Randy Neal
Commissioner, Precinct 3


Billy Ray Thompson
Commissioner, Precinct 4

ATTEST:

Shethelia Reed
Winkler County Clerk

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Proclamation designating month of October, 2014 as National Domestic Violence Awareness Month in Winkler County; which motion became an order of the Court upon the following vote:

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

PROCLAMATION

National Domestic Violence Awareness Month

WHEREAS, 1 in every 4 women will experience domestic violence during her lifetime; and

WHEREAS, approximately 15.5 million children are exposed to domestic violence every year; and

WHEREAS, when a family member is abused, it can have long-term damaging effects on the victim that also leave a mark on family, friends, and the community at large; and

WHEREAS, families are indispensable to a stable society, and they should be a place of support to instill responsibility and values in the next generation; and

WHEREAS, domestic violence is widespread and is devastating to society as a whole, but particularly women and children; and

WHEREAS, violence against women and children is a prevalent social ill due to the historical imbalance of power in gender and age; and

WHEREAS, the problem of domestic violence is not confined to any group or groups of people, but crosses all economic, racial, gender, educational, religious, and societal barriers, and is sustained by societal indifference; and

WHEREAS, the crime of domestic violence violates an individual's privacy, dignity, security, and humanity due to the systematic use of physical, emotional, sexual, psychological, and economic control and/or abuse.

WHEREAS, victims should have help to find the compassion, comfort, and healing they need, and domestic abusers should be punished to the full extent of the law; and

WHEREAS, victims of violence should have access to medical and legal services, counseling, transitional housing, and other supportive services so that they can escape the cycle of abuse; and

WHEREAS, we encourage domestic violence victims and their families to seek assistance from appropriate victims' services organizations and the National Domestic Violence Hotline (1-800-799-SAFE); and

WHEREAS, it is important to recognize the compassion and dedication of the individuals who provide services to victims of domestic violence and work to increase public understanding of this significant problem; and

WHEREAS, it is battered women themselves who have been in the forefront of efforts to bring peace, equality, and healing to our homes and communities; and

WHEREAS, local programs, state coalitions, national organizations, and other agencies nationwide are committed to increasing public awareness of domestic violence and its prevalence, and to eliminating it through prevention and education; and

WHEREAS, important partnerships have been formed among criminal and juvenile justice agencies, healthcare providers, allied professionals, and victim services to assist victims of domestic violence and their families; and

WHEREAS, the United States President and Congress as well as other federal agencies have expressed a commitment to eliminating domestic violence both nationally and internationally; and

WHEREAS, our Nation must dedicate ourselves to protecting vulnerable members of our society; and

WHEREAS, our Nation has a moral obligation to work to prevent domestic violence and to address its brutal and destructive effects; and

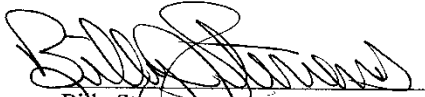
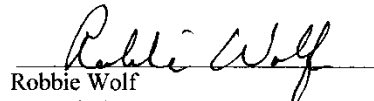
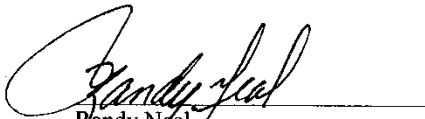

WHEREAS, our Nation must make ending domestic violence a national priority.

NOW, THEREFORE, WE, THE WINKLER COUNTY COMMISSIONERS' COURT in recognition of the important work done by domestic violence programs and victims' service providers, do hereby proclaim the month of October, 2014 to be **National Domestic Violence Awareness Month** in Winkler County and call upon the people of Winkler County to work toward improving victim safety and holding perpetrators of domestic abuse accountable for their actions against individual victims and our society as a whole.

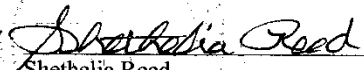
THEREFORE, IN OFFICIAL RECOGNITION WHEREOF, we, the undersigned do hereby affix our signatures this 8th day of September, 2014.



Bonnie Leck
Winkler County Judge


Billy Stevens
Commissioner, Precinct 1
Robbie Wolf
Commissioner, Precinct 2
Randy Neal
Commissioner, Precinct 3
Billy Ray Thompson
Commissioner, Precinct 4

ATTEST:


Shethelia Reed
Winkler County Clerk

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Resolution supporting Proposition One Constitutional Amendment for State Highway Fund; which motion became an order of the Court upon the following vote:

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

RESOLUTION

Support for Proposition One Constitutional Amendment for State Highway Fund

WHEREAS, S.J.R. 1, Third Called Session, 83rd Legislature, approved a proposed constitutional amendment to be submitted to the voters on November 4, 2014; and

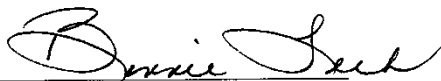
WHEREAS, the proposed constitutional amendment (Proposition One) will provide immediate additional funding for the state highway fund to be used only for constructing maintaining, and acquiring right of way for public roadways other than toll roads; and

WHEREAS, this proposed constitutional amendment will provide needed support for public highways without increasing taxes; and

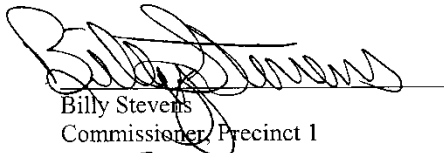
WHEREAS, the county road system will be eligible for assistance from this funding.

NOW, THEREFORE, BE IT RESOLVED that Winkler County Commissioners' Court does hereby support the Proposition One constitutional amendment for the state highway fund to be considered on November 4, 2014, and requests it approval by the voters.

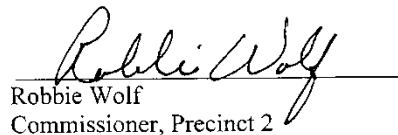
Read and Adopted this 8th day of September, 2014 by a vote of 5 ayes and 0 nays.



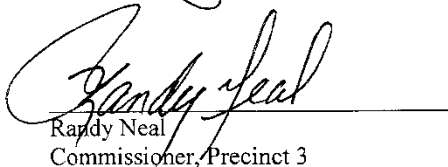
Bonnie Leck
Winkler County Judge



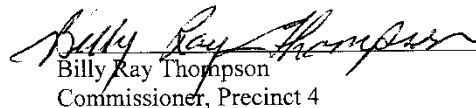
Billy Stevens
Commissioner, Precinct 1



Robbie Wolf
Commissioner, Precinct 2

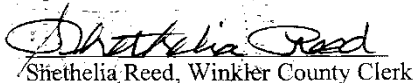


Randy Neal
Commissioner, Precinct 3



Billy Ray Thompson
Commissioner, Precinct 4

Attest:



Shethelia Reed, Winkler County Clerk

John Clark, Winkler County Memorial Hospital Administrator, reviewed financial information regarding Winkler County Memorial Hospital with the Court.

Cash flow analysis for Winkler County Hospital									
Cash needed annually	8,400,000.00								
Cash needed monthly	700,000.00								
		January	February	March	April	May	June	July	
Cash received by month in 2014		547,525.00	345,718.00	378,062.00	536,646.00	390,399.00	567,294.00	328,324.00	
Cash deficit per month		152,475.00	354,282.00	321,938.00	163,354.00	309,601.00	132,706.00	371,676.00	
Total Cash deficit Jan to Jul		1,806,032.00							
County support through July		1,800,000.00							
August Cash	288,000.00								
County support August	125,000.00								
Requested county support	300,000.00								
Total Cash in August	713,000.00								

Givens:

Cash in is based on previous month's patients.

Cash is generated in four parts of the Hospital: Clinic, Outpatient Services, ER and Inpatient services

ER, Outpatient and Clinic are relatively consistent

Successful cash month depends on inpatient days

- July Census:

August Census:

Action Plan:

Expenses
- July 40 patient days-30 swing bed and 5 uninsured swing bed still pending, net 5 paid patient days

August 60 patient days 11 uninsured, 20 swing bed swing bed still pending, net 29 paid patient days
1. Renegotiated ESS contract effective September: From \$78000 to \$47000 per month

2. Rolling patient care contracts into 1115 waiver:

Provider contract savings:

ESS contract savings:

PT contract

Total

10000 per month

14100 per month

3000 Per month

27100 per month

3. Total savings per month:

1. Need additional inpatients

2. Increase efforts to collect from uninsured

3. Expand services

Revenue

58100

27100
- 8
- 09-08-2014

Projected Analysis	
	Per diem
Medicare acute	\$3,800.00
Medicare swing	\$3,600.00
Medicaid*	\$5,959.51
Insurance	\$800.00
Uninsured	\$0.00
Charity	\$0.00

* based on SDA

Current payments for each financial class								
	Jan	Feb	Mar	Apr	May	June	July	Totals
Medicare acute	29	4	18	15	9	16	3	94
Medicare swing	19	0	27	19	10	5	31	111
Medicaid	2	0	0	2	0	0	0	4
Insurance	12	8	7	4	4	2	1	38
uninsured	5	2	2	5	0	6	5	25
charity	2	1	0	1	0	0	0	4
total	69	15	54	46	23	29	40	276
Medicare acute	Jan	Feb	Mar	Apr	May	June	July	Totals
Medicare acute	\$110,200	\$15,200	\$68,400	\$57,000	\$34,200	\$60,800	\$11,400	\$357,200
Medicare swing	\$68,400	\$0	\$97,200	\$68,400	\$36,000	\$18,000	\$11,600	\$399,600
Medicaid	\$11,919	\$0	\$0	\$11,919	\$0	\$0	\$0	\$23,838
Insurance	\$9,600	\$6,400	\$5,600	\$3,200	\$3,200	\$1,600	\$800	\$30,400
uninsured	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
charity	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
total	\$200,119	\$21,600	\$171,200	\$140,519	\$73,400	\$80,400	\$123,800	\$811,038

if we could average 2 Medicare swing beds every day									
	Jan	Feb	Mar	Apr	May	June	July	Totals	
Medicare acute	29	4	18	15	9	16	3	94	
Medicare swing	62	56	60	60	62	30	62	392	
Medicaid	2	0	0	2	0	0	0	4	
Insurance	12	8	7	4	4	2	1	38	
uninsured	5	2	2	5	0	6	5	25	
charity	2	1	0	1	0	0	0	4	
total	112	71	87	87	75	54	71	557	
Medicare acute	Jan	Feb	Mar	Apr	May	June	July	Totals	
Medicare swing	\$110,200	\$15,200	\$68,400	\$57,000	\$34,200	\$60,800	\$11,400	\$357,200	
Medicaid	\$223,200	\$201,600	\$216,000	\$216,000	\$223,200	\$108,000	\$223,200	\$1,411,200	
Insurance	\$11,919	\$0	\$0	\$11,919	\$0	\$0	\$0	\$23,838	
uninsured	\$9,600	\$6,400	\$5,600	\$3,200	\$3,200	\$1,600	\$800	\$30,400	
charity	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
total	\$354,919	\$223,200	\$290,000	\$288,119	\$260,600	\$170,400	\$235,400	\$1,822,638	

There were no line item transfers, budget amendments or salary schedule changes for Winkler County Memorial Hospital for the Court to consider at this time.

A motion was made by Commissioner Thompson and seconded by Commissioner Neal to approve request of Winkler County Memorial Hospital for operating funds in the amount of \$200,000.00 from County reserves; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Agreement between Winkler County and Winkler County Memorial Hospital for the period of October 01, 2014 through September 30, 2015 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, Neal and Thompson
Noes: None

AGREEMENT

This Agreement is entered into, by and between Winkler County and Winkler County Memorial Hospital, for the period October 1, 2014, through September 30, 2015, and may be renewed without interruption with the agreement of both parties.

Winkler County Memorial Hospital is an acute care hospital owned and operated by Winkler County and has food preparation facilities and staff.

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

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

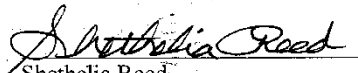
Winkler County Memorial Hospital will prepare meals on site in accordance with guidelines furnished by the funding agencies, and the number of meals to be prepared daily will be directed by the Meals Program Coordinator.

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

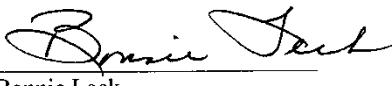
Winkler County Memorial Hospital will bill Winkler County on or before the 10th day of each month for the meals prepared during the previous month in accordance with this agreement. Winkler County will pay Winkler County Memorial Hospital at the rate of \$4.25 per meal within 30 days after receipt of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

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

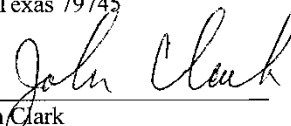
Executed effective September 8, 2014.

ATTEST:

 Shethelia Reed
 County Clerk

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

BY: 
 Bonnie Leck
 Winkler County Judge
9-8-14
 Date

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

BY: 
 John Clark
 Administrator
9-11-14
 Date

2

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve request of Karen Richardson to use Recreation Center at County Park in Kermit on Saturday, December 13, 2014 for wedding reception; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Stevens and seconded by Commissioner Thompson to approve request of Richard Jackson, representing Kermit Kruizers, to hold car show on Courthouse lawn on Saturday, August 22, 2015; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve request of Winkler County Girls Softball to use ball field at Vest Park in Kermit for softball tournament to benefit Aleyna

Borrego on Saturday and Sunday, September 13-14, 2014; which motion became an order of the Court upon the following vote:

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

Following discussion regarding request of Kermit Independent School District and Wink-Loving Independent School District for Winkler County Emergency Medical Service coverage of football games, a motion was made by Commissioner Neal and seconded by Commissioner Stevens to continue with EMS schedule, making 911 calls and interfacility transfers for Winkler County Memorial Hospital a priority, and when available, EMS will be present at Varsity, Junior Varsity and Junior High games with an EMS protocol to be developed; which motion became an order of the Court upon the following vote:

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

The Court entered into Executive Session in accordance with Section 551.071, Government Code, V.T.C.A., to consult with attorney regarding pending or contemplated litigation concerning trespass. The Court returned to open session at 10:50 o'clock A.M. with the following action being taken:

A motion was made by Commissioner Neal and seconded by Commissioner Stevens to grant County Attorney authority to negotiate settlement of pending or contemplated litigation with company; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Stevens to accept funds for 2014 Routine Airport Maintenance Plan Grant payment in the amount of \$2,277.77 from Texas Department of Transportation for Winkler County Airport; which motion became an order of the Court upon the following vote:

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

The Court discussed Texas Department of Transportation County road inventory and County maintained road mileage certification process. No action was taken at this time.

A motion was made by Commissioner Thompson and seconded by Commissioner Neal to approve Inmate Agreement between Winkler County and the City of Kermit effective October 01, 2014 for housing of City prisoners at Winkler County Law Enforcement Center; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Neal and Thompson
Noes: Commissioner Wolf

INMATE AGREEMENT

This agreement is entered into effective October 1, 2014 between Winkler County, Texas, (County), and the City of Kermit, Texas (City), upon the following terms and conditions:

I

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

II

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

III

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

IV

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

V

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

VI

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

VII

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

VIII

City agrees to pay County to confine a City prisoner at the rate of \$40.00 per day per prisoner, a day being any part of any day before midnight of the same day. City agrees to pay County for City prisoner confinement and any medical expenses paid by County upon receiving a written statement for such confinement and/or medical treatment within one (1) month of receipt of statement from City's current available funds.

IX

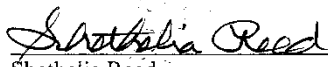
City agrees to hold harmless County from any and all claims against County, with the specific exception of any claims arising out of the willful or criminal conduct of any county employee, by reason of the housing, restraining, furnishing meals and bed, other support, medical treatment and/or the lack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

X

This contract shall be for a term of one (1) year ending September 30, 2015 unless cancelled in writing by either party upon sixty (60) days written notice to the other party.

SIGNED effective the date first above written.

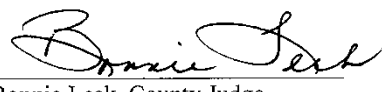
ATTEST:
WINKLER COUNTY CLERK


Shethelia Reed

ATTEST:
CITY SECRETARY

Diana Franco

WINKLER COUNTY, TEXAS

BY: 
Bonnie Leck, County Judge

CITY OF KERMIT

BY: _____
Jerry Phillips, Mayor

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Interlocal Ambulance Service Agreement between Winkler County and the City of Kermit for the period of October 01, 2014 through September 30, 2015; which motion became an order of the Court upon the following vote:

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

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

Under the authority of Chapter 791, Texas Government Code, this Interlocal Ambulance Service Agreement is between Winkler County, Texas (County) and City of Kermit, Texas (Kermit) effective the 1st day of October, 2014 and continuing for a term of one (1) year, and may be renewed for successive terms of one (1) year by agreement by both parties unless cancelled as hereinafter provided.

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

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

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

4. It is agreed that Kermit shall subsidize the ambulance service by paying County \$1,000.00 per month, with the payments to be made on or before the last day of each month beginning October 1, 2014.
5. This contract may be cancelled by mutual agreement of the parties hereto.

Signed by authority of the governmental entities effective the 1st day of October,

2014.

WINKLER COUNTY, TEXAS

By: Bonnie Leck
Bonnie Leck
Winkler County Judge

ATTEST:

Shethelia Reed
Shethelia Reed
Winkler County Clerk

CITY OF KERMIT, TEXAS

By: _____
Jerry Phillips
Mayor of the City of Kermit

ATTEST:

Diana Franco
Kermit City Secretary

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Interlocal Ambulance Service Agreement between Winkler County and the City of Wink for the period of October 01, 2014 through September 30, 2015; which motion became an order of the Court upon the following vote:

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

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

Under the authority of Chapter 791, Texas Government Code, this Interlocal Ambulance Service Agreement is between Winkler County, Texas (County) and City of Wink, Texas (Wink) effective the 1st day of October, 2014 and continuing for a term of one (1) year, and may be renewed for successive terms of one (1) year by agreement by both parties unless cancelled as hereinafter provided.

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

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

VIII

City agrees to pay County to confine a City prisoner at the rate of \$40.00 per day per prisoner, a day being any part of any day before midnight of the same day. City agrees to pay County for City prisoner confinement and any medical expenses paid by County upon receiving a written statement for such confinement and/or medical treatment within one (1) month of receipt of statement from City's current available funds.

IX

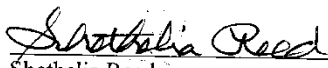
City agrees to hold harmless County from any and all claims against County, with the specific exception of any claims arising out of the willful or criminal conduct of any county employee, by reason of the housing, restraining, furnishing meals and bed, other support, medical treatment and/or the lack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

X

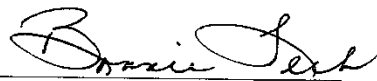
This contract shall be for a term of one (1) year ending September 30, 2015 unless cancelled in writing by either party upon sixty (60) days written notice to the other party.

SIGNED effective the date first above written.

ATTEST:
WINKLER COUNTY CLERK


Shethelia Reed

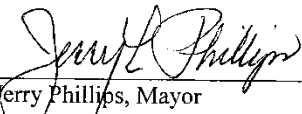
WINKLER COUNTY, TEXAS

BY: 
Bonnie Leck, County Judge

ATTEST:
CITY SECRETARY


Diana Franco

CITY OF KERMIT

BY: 
Jerry Phillips, Mayor

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve 2015 Texas Department of Transportation Grant for Routine Airport Maintenance Program (RAMP) between Winkler County and Texas Department of Transportation; which motion became an order of the Court upon the following vote:

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

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

TXDOT CSJ No.: M1506WNKC

Part I - Identification of the Project

TO: The County of Winkler, Texas

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

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

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

The project is for airport maintenance at the Winkler County Airport.

Part II - Offer of Financial Assistance:

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

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

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

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

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

Work shall be accomplished by August 31, 2015, unless otherwise approved by the State.

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

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

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

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

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

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

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payments or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph 10-1.
5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally completed work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 50% of allowable charges.

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

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

Part III - Sponsor Responsibilities

1. In accepting this Grant, if applicable, the Sponsor guarantees that:
 - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
 - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 70 years; and
 - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
 - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and
 - e. it shall not enter into any agreement nor permit any aircraft to gain direct ground access to the sponsor's airport from private property adjacent to or in the immediate area of the airport. Further, Sponsor shall not allow aircraft direct ground access to private property. Sponsor shall be subject to this prohibition, commonly known as a "through-the-fence operation," unless an exception is granted in writing by the State due to extreme circumstances; and
 - f. it shall not permit non-aeronautical use of airport facilities without prior approval of the State; and
 - g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
 - h. all fees collected for the use of the airport shall be reasonable and non-discriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
 - i. an Airport Fund shall be established by resolution, order or ordinance in the

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treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the fund are discernible from other types of monies identified in the fund as a whole. All charges, rentals, and other income received by the Sponsor for the use of the airport, including the Airport Fund and shall not be diverted to the general fund, except for any other revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph, and

3. The Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
4. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tax. Loc. Gov. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.) Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.
5. moving services will not be eligible for State financial assistance. Sponsor will be responsible for 100% of any moving services.

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

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Page 4 of 17

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

4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.

5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.

6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.

7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

PART IV - Nomination of the Agent

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
- a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
 - b. enter into contracts as necessary for execution of scope of services;
 - c. if State enters into a contract as Agent, exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an

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- irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling.
- d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
 - e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
 - f. reimburse sponsor for approved contract maintenance costs no more than once a month.

PART V - Recitals

1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.
3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Gov. Code Ann. Section 241.001 et seq. (Version and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
- a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant; (2) deny Sponsor's future requests for aid; (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or

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- orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.
- b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article II of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

09/01/2014


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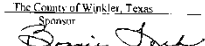
Part VI - Acceptances

Sponsor

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

Executed this 8th day of September, 2014.



Witness Signature Tada M. Simpson
Administrative Assistant to
Winkler County Judge
Witness Title

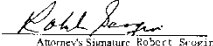
The County of Winkler, Texas
Sponsor

Sponsor Signature Bonnie Leuck
Winkler County Judge
Sponsor Title

Certificate of Attorney

I, Robert Scogin, acting as attorney for the County of Winkler, Texas, do certify that I have fully examined the Grant and the proceedings taken by the Sponsor relating to the acceptance of the Grant, and find that the manner of acceptance and execution of the Grant by the Sponsor, is in accordance with the laws of the State of Texas.

Dated at Kermit, Texas, this 8th day of September, 2014.


Witness Signature Tada M. Simpson
Administrative Assistant to
Winkler County Judge
Witness Title


Attorney's Signature Robert Scogin

09/01/2014

Page 8 of 12

Acceptance of the State

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

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

By: [Signature]
David S. Fulton, Director
Aviation Division
Texas Department of Transportation

Date: 9/11/2014

Attachment A
Scope of Services
TxDOT CSJ No. M1506WNKC

Eligible Scope Item:	Estimated Costs Amount A	State Share Amount B	Sponsor Share Amount C
GENERAL MAINTENANCE	\$20,000.00	\$10,000.00	\$10,000.00
TxDOT District Crack Seal Contract	\$1,820.00	\$960.00	\$960.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
TOTAL	\$21,820.00	\$10,960.00	\$10,960.00

Accepted by: The County of Winkler, Texas

[Signature]
Signature: Bonnie Leck

Title: Winkler County Judge

Date: September 8, 2014

Special Project - Airport to participate in TxDOT Crack Seal Contract

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

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

CERTIFICATION OF AIRPORT FUND

TxDOT CSJ No.: M1506WNKC

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

The County of Winkler, Texas
(Sponsor)

By: [Signature]
Bonnie Leck

Title: Winkler County Judge

Date: September 8, 2014

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT CSJ Number: M1506WNKC

The County of Winkler designates, Bonnie Leck, Winkler County Judge
(Name, Title)

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

The County of Winkler, Texas
(Sponsor)

By: [Signature]
Bonnie Leck

Title: Winkler County Judge

Date: September 8, 2014

Certification of State Single Audit Requirements

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

[Signature]
Signature: Bonnie Leck

Winkler County Judge
Title

September 8, 2014
Date

DESIGNATED REPRESENTATIVE

Mailing Address: P.O. Drawer 5
Kermit, TX 79745

Overnight Mailing Address: 100 East Winkler
Kermit, TX 79745

Telephone/Fax Number: 432.586.6658 (office)
432.586.3223 (fax)

Email address: bonnie.leck@co.winkler.tx.us

A motion was made by Commissioner Thompson and seconded by Commissioner Neal to approve Contractual Agreement between Winkler County and Central Plains Center for substance abuse treatment service of juvenile offenders for the period of September 01, 2014 to August 31, 2015; which motion became an order of the Court upon the following vote:

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

CONTRACTUAL AGREEMENT BETWEEN
WINKLER COUNTY JUVENILE PROBATION DEPARTMENT
AND
CENTRAL PLAINS CENTER

PURPOSES

This agreement provides the basis under which Winkler County Juvenile Probation Department (hereinafter called AGENCY) and Reed Adolescent Center, a program of Central Plains Center, (hereinafter called PROVIDER), may carry out their interrelated activities. The ultimate purpose of this agreement is to provide collaborative services to identified persons in need of the substance abuse treatment services and advocate services provided by Central Plains Center and Reed Adolescent Center, in order that the client may become a more useful and productive member of society.

SERVICES TO BE PERFORMED

PROVIDER agrees to furnish the following purchased services to those referred to their agency by the AGENCY:

1. PROVIDER will provide assessments, diagnosis and testing as required for the treatment of substance abuse.
2. Primary care services consisting of a 14 to 90 day residential placement, including a 24-hour supervised living environment with room and all board provided. Longer stays will be approved on an individual basis by the program supervisor and the agency representative. Justification will be documented in client record.
3. Clinical treatment services consisting of recovery dynamics, substance abuse education, Alcoholics Anonymous orientation, recreation therapy, family counseling, individual counseling, group counseling, education on relapse prevention and family dynamics. (Totaling a minimum of 20 hours per week.)
4. Documentation of services provided in the form of a discharge summary that will be delivered to AGENCY within ten (10) days of client discharge. Contract not to exceed \$23,400 (180 days)
5. Program costs for in-house treatment is \$130.00 per day. AGENCY agrees to pay program costs for clients admitted under this contract.
6. This contract for services will be binding on PROVIDER and AGENCY, upon approval of both parties.
7. PROVIDER agrees to establish work place procedures concerning persons with AIDS and HIV infection and will develop and implement guidelines regarding confidentiality of AIDS and HIV related medical information for employee of said

service provider and for clients, patients, and residents serviced by PROVIDER in accordance with the provision found in Acts 1989, 71st Leg., Ch. 1195, Section 5.03 and Section 5.04.

8. AGENCY does not bear any liabilities incurred by PROVIDER established in the provisions of services.

9. A statement will be sent regarding services rendered for each client served.

REFERRAL PROCESS

AGENCY's representative referring a client to PROVIDER will contact the Admissions Department at (806) 291-4422. PROVIDER will provide phone screening and will approve or deny admission. AGENCY's representative will be responsible for mailing or faxing proof of income on the client to determine the client's eligibility for financial assistance. If a client has insurance, the client will submit this information to PROVIDER for pre-certification. If a client has insurance that will pay for chemical dependency treatment, said insurance company will be billed in lieu of this contract. AGENCY's representative shall be responsible for seeing that the client is advised of the date and time of admission, if approved. PROVIDER will be responsible to see that AGENCY's representative is notified if the client fails to keep his/her scheduled admission.

Client will be asked only to provide evidence of a recent (within 96 hours) physical exam with TB tests results upon admittance.

PROGRESS AND/OR EVALUATION REPORTS

A written progress and/or evaluation report will be submitted to AGENCY bi-weekly on each client AGENCY has in a treatment or diagnostic evaluation program. This report will include the following:

- A. Assessment of the progress, if any, the counselor feels the client is making.
- B. Assessment of whether or not the client appears to be motivated to change.
- C. Any basic underlying problems, which could cause extreme behavior changes and might affect the client's relationship with AGENCY.
- D. Any drastic changes in attitude, home and family relationships, employment, school, or other important relationships the client may be involved in.

TERMINATION OF CLIENTS

AGENCY reserves the right to terminate financial responsibility for a client. This will be done by written notice and will be effective immediately upon receipt of the written notification.

TERMS OF AGREEMENT

This contract is effective for all purposes September 1, 2014 and shall terminate August 31, 2015. It can be terminated on thirty days written notice by parties hereto, but obligations between parties relating to patient information shall survive indefinitely beyond any termination of this contract.

Recession, amendment, re-negotiation of this agreement is possible if the cooperating parties mutually consent to such.

All programs and services provided by the service agency under this contract shall be provided in accordance with the Rules of the Commissioner of the Texas Department of Mental Health and Mental Retardation, Title VI of the Civil Rights of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, Age Discrimination Act and all federal rules and regulations, state laws and executive orders as applicable, and Texas Commission on Alcohol and Drug Abuse Regulations.

HIV/AIDS POLICY

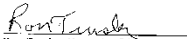
Both parties agree to abide by S.B. 959 Mandated by the 71st Texas Legislature as it pertains to:

- A. Confidentiality of medical information.
- B. Provision of educational requirements for service contractors and subcontractors, and
- C. Proper location and use of infection control supplies and equipment.

Entered into agreement and signed the 8th day of September, 2014.


Ronnie Leck, County Judge

9-8-14
Date


Ron Trisler, Executive Director
Central Plains Center

8-20-14
Date

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Agreement between Lubbock County and Winkler County for professional medical examiner services for period of October 01, 2014 through September 31, 2015; which motion became an order of the Court upon the following vote:

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

STATE OF TEXAS § MEDICAL EXAMINER SERVICES
 § FISCAL YEAR 2015
COUNTY OF LUBBOCK § WINKLER COUNTY

This AGREEMENT is entered into by and between the County of Lubbock, Texas, (hereinafter referred to as LUBBOCK COUNTY) and WINKLER COUNTY (hereinafter referred to as CONTRACTING COUNTY.)

WHEREAS it is in the public's interest to investigate fully sudden and unexplained deaths occurring in CONTRACTING COUNTY, Texas; and

WHEREAS, LUBBOCK COUNTY, through its Medical Examiner's Office has personnel available with the knowledge and expertise to provide professional medical examiner services; and

WHEREAS, CONTRACTING COUNTY desires to contract with LUBBOCK COUNTY for professional medical examiner services;

NOW THEREFORE, the parties hereto agree that CONTRACTING COUNTY shall retain LUBBOCK COUNTY as an independent contractor not an employee, for professional services more particularly described as follows:

ARTICLE I
SERVICES TO BE PERFORMED

LUBBOCK COUNTY, through the Lubbock County Medical Examiner's Office will:

- Provide autopsy services in accordance with the following:
 - Texas Code of Criminal Procedure, §§ 49.01 and 49.25
 - Texas Health and Safety Code, §§ 671.011, 672.012 and Chapter 693
 - Occupations Code, Chap. 151 (The Medical Practice Act)
 - Texas Government Code, Chap. 552 (Public Information Act)
- Upon request, perform autopsies in all instances required by and in a manner consistent with the Texas Code of Criminal Procedure, §§ 49.01 and 49.25. Autopsies will be performed upon request on individuals whose remains are discovered within CONTRACTING COUNTY or whose death is being investigated by a law enforcement agency with jurisdiction in CONTRACTING COUNTY. In those instances where the circumstances of the death indicate that the death may have been caused by unlawful means the autopsy shall be performed by a board certified pathologist or a board certified pathologist shall be present to observe the autopsy.
- Fully document autopsies through the use of photography, laboratory analysis of tissue and other samples deemed necessary by the forensic pathologist.

CONTRACTING COUNTY shall respond in writing to LUBBOCK COUNTY as to which option it has selected within ten (10) days of receipt of notice.

ARTICLE II
AUTOPSY RECORDS

All written CONTRACTING COUNTY autopsy reports, laboratory tests and reports, data, documents, x-rays, photographs, field investigators' reports, correspondences, magnetic recordings, or other tangible items from which a report may be accurately reproduced ("Autopsy Records") will be retained by LUBBOCK COUNTY. A copy of the autopsy report and toxicology report will be provided to CONTRACTING COUNTY by LUBBOCK COUNTY. Other retained material will be available by specific request.

ARTICLE III
COURT APPEARANCES

- Appearances during court hearings and trials are a critical function of medical examiner services. LUBBOCK COUNTY will cooperate, to the fullest extent of the law with the CONTRACTING COUNTY District Attorney and with any law enforcement agencies having jurisdiction over a given case.
- As part of the services under this Agreement, LUBBOCK COUNTY's forensic pathologist will appear as necessary during grand jury proceedings, depositions, court hearings and trials in criminal cases. Such appearances will be limited to those cases where the LUBBOCK COUNTY forensic pathologist performed the autopsy and in such other cases in which LUBBOCK COUNTY might agree to appear. The CONTRACTING COUNTY District Attorney's Office is authorized to request such appearances.
- LUBBOCK COUNTY shall be reimbursed, in accordance with Attachment A for all fees and expenses associated with such appearances as well as pre-trial consultation and record reviews, evidence shipping, and all travel expenses associated with any such appearances, including hotel, food, and mileage expenses.

ARTICLE IV
CATASTROPHIC EVENTS

The parties acknowledge and agree that this Agreement is not intended to provide services with respect to either man-made or natural disasters or other large-scale emergencies. Neither LUBBOCK COUNTY nor CONTRACTING COUNTY will be required to perform any term, condition, or covenant of this Agreement so long as such performance is delayed or prevented by acts of God, material or labor restriction by any governmental authority, civil riot, floods, hurricanes, or other natural disasters or any other cause not reasonably within the control of LUBBOCK COUNTY or CONTRACTING COUNTY and which by the exercise of due diligence neither LUBBOCK COUNTY nor CONTRACTING COUNTY is able, wholly or in

- Create a record, either electronic or printed, of the autopsy findings.
- Allow attendance at the autopsy procedure by appropriate investigative agencies.
- Permit appropriate investigative agencies to independently document the autopsy that they have been permitted to attend.

CONTRACTING COUNTY will:

- Provide advance notification by either telephone or facsimile between the hours of 8:00 a.m. to 5:00 p.m. to request an autopsy. After hours, CONTRACTING COUNTY will contact the investigator on call by phone at 806-687-9434. A description of the circumstances known regarding the death shall also be provided.
- Provide proper written authorization by CONTRACTING COUNTY authorities to conduct the autopsy.
- Provide medical records of the deceased, when available.
- Provide copies of the investigation reports of the law enforcement agency involved. Such reports shall remain the property of the law enforcement agency providing same. Records maintained by the Lubbock County Medical Examiner's Office are subject to the Texas Public Information Act. Texas Government Code § 502 *et seq*.
- Retrieve evidence upon completion of autopsy services provided by LUBBOCK COUNTY. For purposes of this Agreement, evidence shall be defined as those items discovered or produced during or as a result of the autopsy, including but not limited to projectiles, clothing, sexual assault kits, and ligatures that can be offered as proof of a crime or a tort in a court of law. Should the evidence not be picked up within thirty (30) days of completion of the autopsy, CONTRACTING COUNTY shall be notified in writing of the following removal options:
 - CONTRACTING COUNTY shall send a representative to retrieve evidence or
 - CONTRACTING COUNTY shall request that LUBBOCK COUNTY ship the evidence to CONTRACTING COUNTY, either by registered mail, return receipt requested, or overnight carrier, and LUBBOCK COUNTY shall invoice COUNTY for the cost of shipping, plus ten (10) percent; or
 - CONTRACTING COUNTY can request that LUBBOCK COUNTY destroy evidence. CONTRACTING COUNTY will send a letter to LUBBOCK COUNTY requesting and authorizing such destruction.

part, to prevent or overcome. The parties agree to work together to secure assistance to the extent commercially reasonable from neighboring county pathologists, local physicians, or other entities capable of providing services required for investigating those deaths covered by this section. CONTRACTING COUNTY will provide financial assistance in an amount to be determined by the CONTRACTING COUNTY Commissioners in exceptional situations of a CONTRACTING COUNTY emergency or disaster.

ARTICLE V
CREDENTIALING

LUBBOCK COUNTY shall maintain at least one board certified forensic pathologist for the duration of this Agreement. All physicians hired to perform services under this Agreement will hold appropriate credentials according to standards of practice for forensic pathology or will meet those standards within a time frame established prior to their employment. LUBBOCK COUNTY shall select and assign specific forensic pathologists to provide medical examiner services for CONTRACTING COUNTY and shall, upon request, provide current copies of all licensure, credentialing, insurance and such other relevant information for each forensic pathologist rendering services for CONTRACTING COUNTY under this Agreement to the extent such information is not privileged or confidential by law.

ARTICLE VI
COMPENSATION

- Payment for services shall be reimbursed by CONTRACTING COUNTY in accordance with Attachment A.
- In addition, during the term of this Agreement, CONTRACTING COUNTY will reimburse LUBBOCK COUNTY for expenses directly related to each autopsy and as required, including but not limited to:
 - Laboratory tests, including toxicology;
 - Radiology, including x-rays;
 - Dental examinations, including x-rays;
 - Anthropology examinations, including x-rays.
- LUBBOCK COUNTY will invoice CONTRACTING COUNTY upon completion of an autopsy and payment from CONTRACTING COUNTY shall be remitted within 30 days of receipt of invoice. Invoices presented to CONTRACTING COUNTY for fees, evidence shipping, and travel expenses shall be paid within 30 days of receipt of invoice.
- LUBBOCK COUNTY will send an invoice for payment to CONTRACTING COUNTY at, 106 East Winkler, Kermit, TX 79745. CONTRACTING COUNTY will send payment to LUBBOCK COUNTY at Lubbock County Medical Examiner's Office, P.O. Box 10336, Lubbock, TX 79408.

ARTICLE VII
TERM AND TERMINATION

A. The original term of this Agreement begins October 1, 2014 and ends September 30, 2015.

B. This Agreement may be renewed annually by mutual agreement of the parties.

C. Upon early termination of this Agreement for any reason, LUBBOCK COUNTY shall be entitled to receive the unpaid accrued compensation on a pro rata basis as of the date of termination.

ARTICLE VIII
RELATIONSHIP OF THE PARTIES

Nothing in this Agreement is intended nor shall be construed to create any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. The sole interest and responsibility of the parties is to ensure that the services covered by this Agreement shall be performed and rendered in a competent, efficient, and satisfactory manner.

ARTICLE IX
NOTICE

Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be hand delivered or mailed by certified or registered mail. Such written notice shall be addressed as set forth below or to such other addresses as may be specified by written notice:

LUBBOCK COUNTY: Thomas V. Head
Lubbock County Judge
P.O. Box 10516
Lubbock, TX 79408-3516

With a copy to: Srihar Natarajan, M.D., M.S.
Lubbock County Chief Medical Examiner
4434 South Loop 289
Lubbock, TX 79414

CONTRACTING COUNTY: Bonnie Leck
Winkler County Judge
100 East Winkler
Kemp, TX 79745

ARTICLE X
GENERAL PROVISIONS

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

B. If any term or provision of this Agreement is held to be invalid for any reason, the invalidity of that section shall not affect the validity of any other section of this Agreement provided that invalid provisions are not material to the overall purpose and operation of this Agreement. The remaining provisions of this Agreement shall remain in full force and shall in no way be effected, impaired, or invalidated.

C. Neither party shall have the right to assign or transfer their rights to any third parties under this Agreement without prior written consent of the non-transferring party.

D. Any waiver of any provision of this Agreement must be in writing signed by the person against whom the waiver is asserted, the waiver of enforcement of any provision of this Agreement shall not constitute waiver of any other provision of this Agreement.

E. This Agreement and its Attachment A constitute the entire Agreement between the parties and no oral representation between the parties made prior to or after the execution of this Agreement will be given any force and effect unless reduced to writing and signed by both parties.

F. The terms of this Agreement may not be changed, modified or amended except by written agreement of CONTRACTING COUNTY and LUBBOCK COUNTY.

IN WITNESS WHEREOF, the undersigned parties do hereby bind themselves to the faithful performance of this Agreement.

Signed this 8th day of September, 2014

LUBBOCK COUNTY WINKLER COUNTY
Tom Head, County Judge Bonnie Leck, County Judge

ATTEST:
Kelly Pinion, County Clerk

ATTEST:
Srihar Natarajan, M.D., M.S.
COUNTY CLERK SRIHAR N. REED

APPROVED AS TO CONTENT:
Srihar Natarajan, M.D., M.S.
Chief Medical Examiner

APPROVED AS TO CONTENT:

REVIEWED FOR FORM:
Dorrie Clarke
Civil Division
Criminal District Attorney's Office

REVIEWED FOR FORM:

ATTACHMENT A
FILE SCHEDULE

I. Autopsy - Impaired/dissected remains (\$369 - \$2,000)
• Human or Nonhuman
Analysis limited to received remains and may include expanded analysis with possible reclassification (The CME will discuss with submitting agency prior to further workup)

II. Autopsy - External \$2,600
• Limited with acceptable medical documentation concurrent with autopsy examination
• Includes:
a. Basic toxicology
b. CD of autopsy photographs (as allowed by state law)
c. Fingerprints

III. Autopsy - External and specific anatomic sites as determined by CME \$7,000 - \$3,000
• Forensic autopsy cost based and decided on extent of examination
• Factors include extent of wounds and rib/sternum trauma
• Includes:
a. Basic toxicology
b. CD of autopsy photographs (as allowed by state law)
c. Fingerprints

IV. Autopsy - LEVEL I Case \$3,000
• Includes:
a. Forensic autopsy with full examination
b. Basic toxicology
c. CD of autopsy photographs (as allowed by state law)
d. Fingerprints

V. Autopsy - LEVEL II Case \$4,000
• Types of Level II Cases:
a. Medical cases beyond scope of Level I
b. Aircraft fatalities
c. Other deaths that require in examination or studies beyond the scope of Level I cases
d. Extensive investigative review
• Includes:
a. Forensic autopsy to determine cause of death (Manner to be determined by Justice of the Peace)
b. Basic toxicology
c. CD of autopsy photographs (as allowed by state law)
d. Fingerprints

VI. The following types of cases are examples that could be Level I or Level II depending on circumstances and extent of autopsy findings:
a. Homicides
b. Traumatic injuries
c. Motor vehicle
d. Decomposed
e. Child deaths
f. Blast trauma, gunshot, or sharp force wounds
g. Circumstance and evidence collection related deaths
h. Arson/thermal, electrical, or custody deaths, suicides, and undetermined

VII. Additional Fees May Apply (NOT A COMPREHENSIVE LIST)
These services will be charged at the rates listed or at the actual cost of the services plus 10%
• X-Rays (\$15 per digit) In the unexpected event of loss of digit capacity and a required need for film processing, the fee will be \$75 maximum (two) and \$90 for each additional X-ray

- Drugs of abuse and select groups of major prescription and certain illicit substances
- Solid tissue toxicology (tax: given advanced dissection/trauma depending on required testing)
Typical charges for this test is approximately \$500 for single solid organ; basic toxicology testing
- Special cytotoxic-chemical stains cost dependent on the test required.
- Microbiology studies such as:
a. Aerobic/anaerobic tissue culture
b. Aerobic/anaerobic blood culture
c. Respiratory viral tissue panel
d. HIV
e. Viral hepatitis panel
- Vitreous electrolyte studies
- Vitreous toxicology
- Newgru panel
- Special histology stains such as:
a. Grapt stain
b. GMS stain
c. PAS stain
- Microdownload DNA
- Hair analysis for toxicology
- Toxicology for volatiles
- Forensic Anthropology:
• Forensic Odontology
• Forensic Entomology
• Records of glass slides
• Shipping and handling charges
• Criminal trial preparation - travel and testimony fees - \$2.25 per hour - Actual reimbursement for all other associated travel expenses
- Exhibit and photograph preparation is cost evaluate to be provided upon request
- Library and literature search as required - \$75 per hour

Above are studies that are not typical. If and when they are necessary, the Justice of the Peace will be contacted with estimated costs before tests are ordered.

It is expected the remains, once the autopsy is completed, will be transferred within 28 hrs. Exceptions can be made on a case by case basis and requires approval by Chief CME.

A motion was made by Commissioner Thompson and seconded by Commissioner Stevens to approve Pipeline Construction and Indemnity Contract between Winkler County and Regency Field Services LLC for road bore on County Road 304; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson

Noes: None

County Road Number 304
Precinct Number 3

**PIPELINE CONSTRUCTION
AND
INDEMNITY CONTRACT**

State of Texas
County of Winkler

Comes now Winkler County Commissioners' Court, by and through **The Honorable Bonnie Leck**, County Judge, and **REGENCY FIELD SERVICES LLC**, Applicant, which makes this a contract governing the installation of a 16" poly liquid natural gas pipeline, and in support of same, the parties make the following agreements and covenants:

1. The parties to this Agreement are **Winkler County, Texas** and **REGENCY FIELD SERVICES LLC**. Winkler County agrees to grant **REGENCY FIELD SERVICES LLC** at their expense, the right to construct road crossing for 16" liquid natural gas pipeline at County Road 304
N 31°43'52.284"
W 102°57'12.120"

2. CONDITIONS

When Applicant installs a Facility in the crossing area, the following terms and conditions shall apply:

- a. Applicant shall comply with all requirements of the Texas Underground Facility Damage and Safety Act, Section 251, et seq. Texas Utilities Code, and assumes all risks and liabilities pursuant to that Section.
- b. **Applicant shall employ the method of directional boring, also known as horizontal directional drilling or HDD, rather than trenching or cutting.**
- c. Applicant shall bury said pipeline to a depth consistent with the Odessa District of the Texas Department of Transportation requirements from easement to easement.
- d. Applicant shall install and maintain suitable buried markers indicating the location of Applicant's Facility in the crossing area.
- e. Applicant shall carry out all work in the crossing area in a proper and diligent manner and in accordance with good engineering and construction practices.
- f. Applicant shall notify Winkler County 48 hours prior to the commencement of any ground disturbance within 30 feet of Winkler County's easement to enable a field representative to locate and identify the limits of Winkler County's road easements.
- g. During its operations pursuant to the Agreement, Applicant shall have available at the crossing area a copy of this Agreement approved by Winkler County Commissioners' Court.
- h. Applicant shall ensure that the work is carried out in accordance with the technical details that are set out in its request for permission that have been accepted by Winkler County and in accordance with the Location Plan and Profile.
- i. The Applicant shall inform its contractors of their responsibilities regarding any construction or installation of a facility subject to this Agreement.
- j. When necessary to protect the public, the Applicant shall fence or barricade the area around the excavation and shall erect such warning signs as required.
- k. Applicant shall ensure that the weight of any equipment crossing over Winkler County roads will not cause any damage to said roads. Applicant shall, if requested by Winkler County field representative, ramp the crossing area during any such crossing of equipment.
- l. Applicant shall physically support Winkler County bridges, culvert crossings and road easements as required, or as directed by Winkler County, while any work is being carried out hereunder.
- m. Applicant shall cover any Winkler County road or easement damage with such quantity and quality of backfill material as is specified by Winkler County field representative prior to the Applicant commencing backfilling operations.

County Road Number 304Precinct Number 3

- n. Applicant shall, as soon as it is reasonably practical after the completion of Applicant's work in the crossing area, restore the surface of the crossing of the area as closely as is practical to the condition in which it existed immediately prior to the work being commenced.
- o. In the case of damage to Applicant's Facility in the crossing area or other emergency, Applicant shall commence the necessary work and shall forthwith give to Winkler County's field representative verbal notice of such damage or other emergency and of the necessary work to be conducted, and shall forthwith give written notice to Winkler County.
- p. The whole of the cost of the work with respect to Applicant's facility in the crossing area shall be borne by Applicant.
- q. Applicant shall be liable for and shall pay all taxes, rates and assessments of every description whatsoever that may be imposed by any lawful authority by reason of the presence of Applicant's facility in the crossing area, or by reason of this Agreement or of anything done by Applicant pursuant to this Agreement. Applicant shall indemnify Winkler County from and against all such taxes, rates and assessments.
- r. The costs associated with the location and identification of **REGENCY FIELD SERVICES LLC's** pipelines or the supervision or monitoring of work in the crossing area shall not be charged to the Applicant for short term work. However, if Applicant's work extends past three (3) working days, these extended costs, including the first three (3) days, will be charged to the Applicant.
- s. Applicant shall, except in cases of emergency, provide three (3) working days' notice to Winkler County prior to commencement of construction or installation of the facility.

3. REMEDY ON DEFAULT

In the case of default by Applicant in carrying out any of the provisions of this Agreement, Winkler County may give notice thereof to Applicant. If Applicant fails to commence to remedy such default with fifteen (15) days after receipt of such notice and diligently complete such remedy thereafter, Winkler County may take such steps as are appropriate to remedy such default and Applicant shall be liable for and shall pay all reasonable costs and expenses incurred by Winkler County in remedying the default.

Without restricting or limiting any other remedy which Winkler County may have against Applicant at law or in equity or pursuant to the terms of this Agreement, in the event the Applicant fails to comply with the terms of this Agreement, the Applicant shall pay to Winkler County forthwith upon demand the sum of **One Thousand and no/100 Dollars per foot (\$1,000.00/ft.) of county road measured from right-of-way to right-of-way** as liquidated damages for breach of the aforesaid covenant, it being agreed between Applicant and Winkler County that the actual damages to Winkler County in the event of such breach are impractical to ascertain and that the aforesaid amount is a reasonable estimate thereof.

4. FURTHER WORK

- a. If, subsequent to the initial work to be undertaken by Applicant for its facility, either Winkler County or Applicant desires to undertake any work in the crossing area, this Agreement shall be deemed to grant consent to that party, and the provisions of this Agreement shall apply mutatis mutandis to all subsequent work undertaken by either party.
- b. Notwithstanding the foregoing, installation of any facility other than those covered by this Agreement, shall require a separate crossing agreement.
- c. Notwithstanding the foregoing, if emergency work is required by either party, that party shall commence the necessary work and shall forthwith give the other party's field representative verbal notice of the emergency and necessary work, and shall forthwith give written notice hereof.

County Road Number 304Precinct Number 3**5. LIABILITY AND INDEMNITY**

Applicant shall

- a. be liable to Winkler County for all loss, damages and expenses which Winkler County may suffer, sustain, pay or incur by reason of any matter or thing arising out of or attributable to any act or omission of Applicant, its servants, agents, contractors or employees in respect of Applicant's use of the crossing area or by reason of this Agreement, and in addition,
- b. indemnify Winkler County against all actions, proceedings, claims, demands and costs which may be brought against or suffered by Winkler County or which it may sustain, pay or incur by reason of any matter or thing arising out of or attributable to any act or omission of Applicant, its servants, agents, contractors or employees in respect of Applicant's construction, use and maintenance of the crossing area or by reason of this Agreement.

6. ASSIGNMENT

Neither party shall assign or transfer this Agreement or the rights and privileges hereby granted without the written consent of the other party first had and obtained and such consent shall not be unreasonably withheld. Together with any request for such consent, the Assignor shall provide the other party with the Assignee's written confirmation that the Assignee is familiar with the terms of this Agreement and agrees to be bound by the terms of this Agreement.

7. Winkler County does not presume to permit the placement of said line on private land or State highway, and its permission granted hereunder only extends to that portion of said line which travels within the easement of the County Road in Exhibit A.
8. **REGENCY FIELD SERVICES LLC** hereby certifies that they hold superior title to either the mineral or fee simple estate in the properties across which said pipeline shall travel, or are beneficiaries of contract with the property owners entitling the Applicant to construct and place said line. Upon request, the Applicant will provide proof of such contractual agreement or other legal right to place the pipeline upon ground adjacent to the County right of way.
9. **REGENCY FIELD SERVICES LLC** hereby agrees to indemnify and save harmless Winkler County, from any liability or damages the County may suffer as the result of the construction, use, maintenance, placement or failure of the pipeline which is the claims, demands, costs or judgments against the County arising out of subject of this Agreement. The indemnity herein provided shall extend from the date of this Agreement until such date as the line is removed and the site is inspected and approved by the County after said removal.
10. If the County, in the enforcement of any part of this Agreement, shall incur necessary expenses, or become obligated to pay attorneys' fees or court costs, **REGENCY FIELD SERVICES LLC** agrees to reimburse the County for such expenses, attorneys' fees, or costs within sixty (60) days after receiving written notice from the County of the incurring of such expenses, attorneys' fees, costs or obligations.
11. Should **REGENCY FIELD SERVICES LLC** fail to pay the County within the sixty (60) day period referred to in the foregoing paragraph, **REGENCY FIELD SERVICES LLC** agrees to pay interest at the rate of eighteen (18) percent per annum or the maximum legal rate permitted by law on the necessary expenses or costs incurred by the County in the enforcement of this contract or on any sums. **REGENCY FIELD SERVICES LLC** is obliged to pay with respect to the matter to which indemnity is given by this contract, from the date such expenses or costs are incurred, or such sums are paid by the County.

County Road Number 304


Precinct Number 3

12. The parties agree that the venue for any cause of action filed to enforce or involve the subject matter of this contract shall be in Winkler County, Texas.


Entry into this contract by the County was authorized by official act of the Winkler County Commissioners' Court taken during a meeting which occurred on the 8th day of Sept, 2014, the minutes of which duly reflect the same.

SIGNED AND ENTERED INTO on this the _____ day of _____, 20____.


WINKLER COUNTY

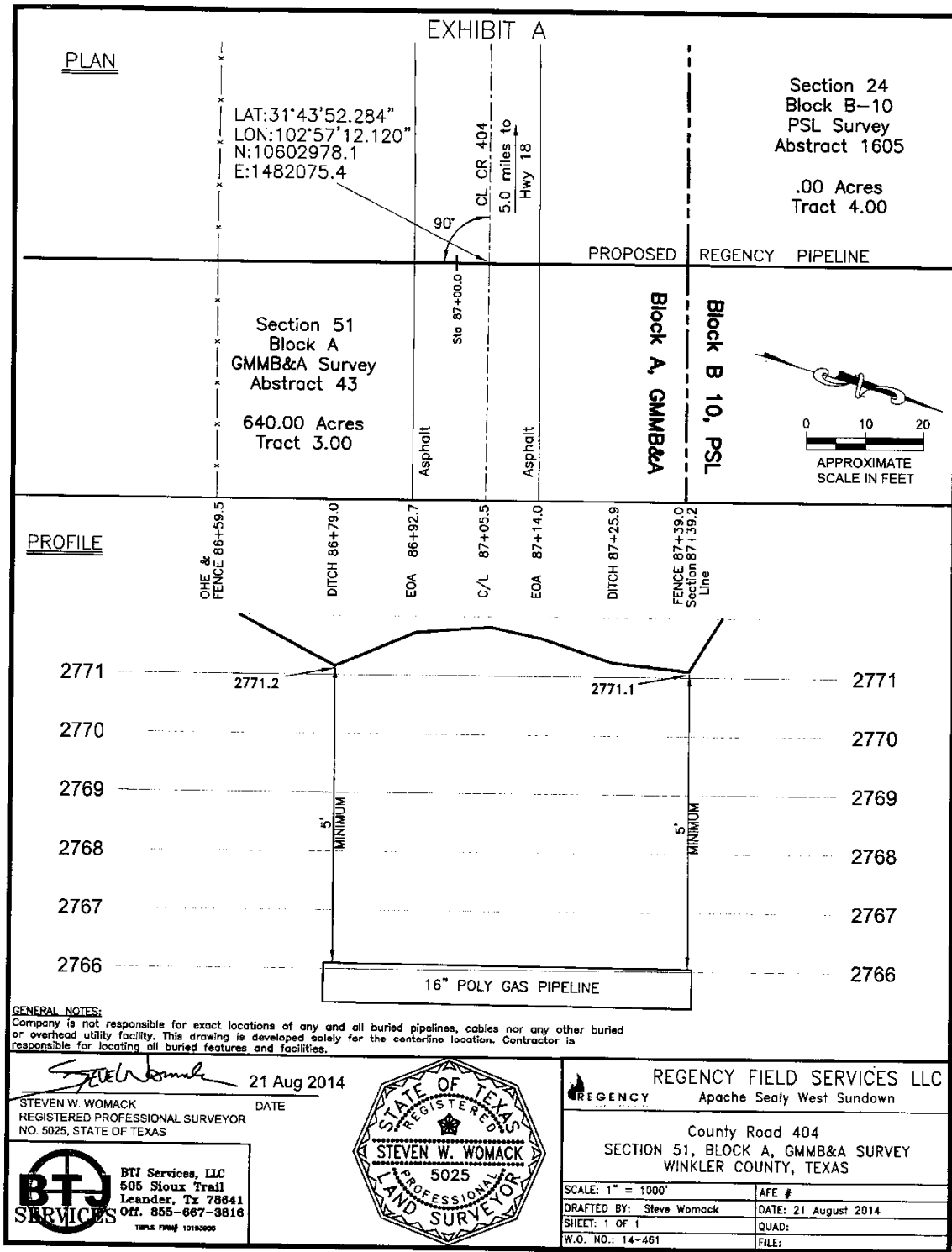
By 
Bonnie Leck
Winkler County Judge

REGENCY FIELD SERVICES LLC

By 
Printed Name Michael G. Fanman
Title MGR. LAND & ROW W. TX & SE NM.
Address 600 NORTH MARLBOROUGH
ST STE 700 MIDLAND TX 79701
Telephone 817-302-9764
Cellular Telephone 432-312-0835
Fax 817-302-9751

ARROW LAND GROUP LLC

By 
Printed Name Emily Gully
Title ROW Manager, Arrow Land Group, LLC
Address P.O. Box 5788
Midland, TX 79704
Telephone (432) 210-2109
Cellular Telephone (432) 210-2109
Fax (888) 432-1789



A motion was made by Commissioner Neal and seconded by Commissioner Stevens to approve request of Commissioner, Precinct No. 3, to repair and replace fuel nozzles at Winkler County Airport in an amount not to exceed \$3,000.00 from budgeted funds, with one-half (1/2) to be reimbursed by RAMP Grant; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Thompson and seconded by Commissioner Neal to approve request of Winkler County Emergency Medical Service to purchase six (6) Binder Lift Assist Harnesses from BoundTree Medical in the amount of \$3,470.24 from budgeted funds, to be reimbursed by J-RAC; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson

Noes: None

A motion was made by Commissioner Neal and seconded by Commissioner Stevens to approve payment in the amount of \$3,200.00 to Kidd's Cropdusting, Inc. for herbicide spraying at Winkler County Airport from budgeted funds, with one-half (1/2) to be reimbursed by RAMP Grant; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve payment to Priority Pump and Supply, LP in the amount of \$2,125.00 for annual maintenance of wind turbine at Winkler County Law Enforcement Center from budgeted funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Thompson and seconded by Commissioner Stevens to approve payment in the amount of \$4,680.00 to Diamond A Ranch for caliche for County Road 409 from budgeted lateral road funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Thompson and seconded by Commissioner Stevens to approve payment in the amount of \$4,460.64 to Capitol Aggregates, Inc. for aggregate for County Road 409 from budgeted lateral road funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve payment in the amount of \$7,200.00 to Kermit Volunteer Fire Department for reimbursement of training funds for five (5) firefighters from budgeted funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Stevens to receive Monthly Report of County Treasurer; which motion became an order of the Court upon the following vote:

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

WINKLER COUNTY TREASURER'S REPORT
EULONDA EVEREST

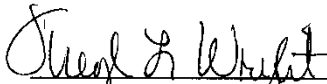
31-Jul-14

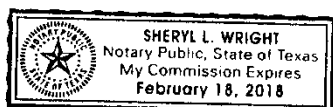
Balances	\$	278,228.68	
 REVENUE DEPOSITS	 \$	 1,209,699.21	
LESS SERVICE CHARGE	\$	80.00	
PLUS BANK ERROR			
LESS HOT CHECK			
<u>Amount Paid</u>			
Accounts Payable	\$	794,923.78	
Payroll	\$	245,170.84	
Jury	\$	138.00	
Fica	\$	153,607.28	
Wire Transfers-TDCJ	\$	92.02	
Child Support	\$	426.46	
Wire Transfers-TX POOL			
Wire Transfers-Tx Medical			
Wire Transfers-TCDRS			
HISPITAL DISRIP	\$	213.11	
 AMOUNT TO BALANCE	 _____	 \$	 293,276.40
	 \$	 1,487,847.89	 \$ 1,487,847.89


Eulonda Everest, County Treasurer

STATE OF TEXAS
COUNTY OF WINKLER

SUBSCRIBED AND SWORN to before me on the 1st day
of August 2014


Winkler County, Texas



A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve park project claims against the County and pay as per list of vouchers submitted; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Stevens to approve hospital software project claims against the County and pay as per list of vouchers submitted; which motion became an order of the Court upon the following vote:

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

There were no Rural Health Clinic construction claims for the Court to consider at this time.

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

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

A motion was made by Commissioner Neal and seconded by Commissioner Stevens to approve the following line item adjustment(s):

WINKLER COUNTY			
LINE ITEM ADJUSTMENTS			
SEPTEMBER 8, 2014			
KERMIT LIBRARY			
10-214-080	EQUIPMENT	\$ 100.00	
10-214-090	MAINTENANCE		\$ 100.00
AMD-MAINT TO EQUIPMENT			
AUDITOR			
10-202-100	POSTAGE	\$ 50.00	
10-202-070	TRAVEL		\$ 50.00
AMD-TRAVEL TO POSTAGE			
EXPO BUILDING			
10-207-040	TELEPHONE	\$ 1,000.00	
10-235-040	TELEPHONE		\$ 1,000.00
AMD-EMERGENCY MANAGEMENT TELEPHONE TO EXPO TELEPHONE			
GOLF COURSE			
10-213-090	MAINTENANCE	\$ 4,000.00	
10-213-050	UTILITIES		\$ 4,000.00
AMD-UTILITIES TO MAINTENANCE			
PROBATION DEPT			
10-223-040	TELEPHONE	\$ 1,200.00	
10-223-010	SALARIES		\$ 1,200.00
AMD-SALARIES TO TELEPHONE			
DATA PROCESSING			
SUPPLIES	10-240-030	\$ 5,000.00	
INSURANCE BLDGS	10-229-148		\$ 5,000.00
AMD-INS BLDGS TO SUPPLIES			

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

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve the following budget amendment(s):

WINKLER COUNTY			
BUDGET AMMENDMENTS			
SEPTEMBER 8, 2014			
TAX ASSESSOR			
ADVALOREM TAXES	10-104-201	\$ 5,000.00	
DELINQUENCY COLLECTOR	10-405-112	\$ 5,000.00	
TO FUND DELINQUENCY FEE FOR COLLECTION OF ADV TAXES			
MEMORIAL HOSPITAL			
HOSPITAL SUPPORT	10-600-084	\$ 200,000.00	
TRANSFER FROM RESERVES	10-104-226	\$ 200,000.00	
TO RECORD REV & EXPENSE FOR HOSPITAL SUPPORT FROM RESERVES			

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

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

A motion was made by Commissioner Stevens and seconded by Commissioner Thompson to receive the following Monthly Reports from County Officials of fees earned and collected for the month of August, 2014;

MONTHLY REPORTS			
For the Month of <u>August 2014</u>		Date	Amount
Tommy Duckworth, Co Attorney Fee	<u>9-5-14</u> Hot Check <u>\$105.00</u>	<u>9-5-14</u> Received	<u>\$75.00</u>
Bonnie Leck, County Judge		<u>9-4-14</u>	<u>\$4.00</u>
Minerva Soltero, Tax Assessor		<u>9-5-14</u>	<u>\$3410.39</u>
Shethelia Reed, County Clerk		<u>9-3-14</u>	<u>\$22,735.00</u>
Glenda Mixon, JP Precinct #2		<u>8-29-14</u>	<u>\$1768.00</u>
Sherry Terry, District Clerk		<u>9-5-14</u>	<u>\$3417.00</u>
DeLynn Trammell, JP Precinct #1		<u>9-2-14</u>	<u>\$3679.50</u>
George Keely, Sheriff		<u>9-5-14</u>	<u>\$3538.05</u>
Eric DeAnda, Probation			
Billy Stevens, Commissioner Precinct #1			
Robbie Wolf, Commissioner Precinct #2			
Randy Neal, Commissioner Precinct #3			
Billy Ray Thompson, Commissioner Precinct #4			
Jeanna Willhelm, Auditor Investment			
Eulonda Everest, Treasurer			
Lee Wilson, Constable Pct # 2			
Richard Crow, Constable Pct #1	<u>July 2014</u> <u>Aug 2014</u>	<u>8-28-14</u> <u>8-28-14</u>	<u>Q</u> <u>Q</u>

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

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

A motion was made by Commissioner Stevens and seconded by Commissioner Thompson to examine and approve bills over \$500.00 and place in line for payment; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Wolf and seconded by Commissioner Thompson to approve claims against the County and pay as per list of vouchers submitted; which motion became an order of the Court upon the following vote:

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

At this time the Court entered into Budget Workshop and conducted Public Hearing on proposed 2014 tax rate.

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

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

MINUTES approved the _____ day of _____, 20____.

COUNTY CLERK