

THE STATE OF TEXAS        )  
                                       :  
 COUNTY OF WINKLER        )

On this the 14<sup>th</sup> day of September, 2015, 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:

Charles M. Wolf	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 Wolf called the meeting to order and asked for matters of business from the audience. Laurie Shropshire, Librarian, announced that for the 75<sup>th</sup> Anniversary of the Kermit Library, an Open House will be held on Wednesday, October 06, 2015 from 2:00 to 4:00 P.M. Also, Randy Neal, Commissioner, Precinct No. 3, announced that he had proudly served Winkler County for twenty (20) years and would not be seeking a sixth (6<sup>th</sup>) term.

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

#### CONSENT AGENDA:

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

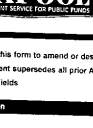
- (a) Park project claims
- (b) Hospital software project claims
- (c) Rural Health Clinic construction claims
- (d) Payroll
- (e) Bills over \$500.00
- (f) Claims against County
- (g) Payments for County Road paving projects from budgeted lateral road funds:

- 1. Eight (8) invoices from HollyFrontier Refining & Marketing LLC for emulsion, in the amount of \$72,275.17; and

2. Three (3) invoices from Capitol Aggregates, Inc. for aggregate, in the amount of \$38,511.15

(h) TexPool Resolution Amending Authorized Representative to add Charles M. Wolf as an Authorized Representative of Winkler County

# Resolution Amending Authorized Representatives



---

Please use this form to amend or designate Authorized Representatives.  
 This document supersedes all prior Authorized Representative forms.

\* Required Fields

**1. Resolution**

WHEREAS  
 Winkler County

7 | 8 | 4 | 1 | 0

Participant Name \_\_\_\_\_ Location Number \_\_\_\_\_

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and  
 WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and  
 WHEREAS, the Texas Local Government Investment Pool ("TexPool/ Texpool Prime"), a public funds investment pool, were created on behalf of the Participant's investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, it is resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool/ Texpool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool/ Texpool Prime account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. **Lianna Wilhelm**

Name \_\_\_\_\_

County Auditor \_\_\_\_\_

Title \_\_\_\_\_

432-586-3161    432-586-3223    jwilhelm@co.winkler.tx.us

Personal Address \_\_\_\_\_

*Lianna Wilhelm*

2. **Eulinda Everest**

Name \_\_\_\_\_

County Treasurer \_\_\_\_\_

Title \_\_\_\_\_

432-586-6604    432-586-9223    wtreas@co.winkler.tx.us

Personal Address \_\_\_\_\_

*Eulinda Everest*

FORM CONTINUES ON NEXT PAGE

**1. Resolution (continued)**

**3. Charles Wolf**  
Name \_\_\_\_\_  
County Judge \_\_\_\_\_  
Title \_\_\_\_\_  
Phone/Fax/E-mail 432-586-6658 432-586-3223 charles.wolf@co.winkler.tx.us  
Signature *Charles Wolf*

**4. \_\_\_\_\_**  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Phone/Fax/E-mail \_\_\_\_\_

Signature \_\_\_\_\_

Let the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and money statements under the Participation Agreement.

**Jeanne Withelm**  
Name \_\_\_\_\_

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. This limited representative cannot perform transactions. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

**Jefferson Evered**  
Name \_\_\_\_\_  
County Treasurer \_\_\_\_\_  
Title \_\_\_\_\_  
Phone/Fax/E-mail 432-586-6654 432-586-3223 jevered@co.winkler.tx.us

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/participating meeting held on the 14 day Sept, 2015.

**Note:** Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

**Winkler County**  
Name of Participant \_\_\_\_\_

**SIGNED** *Charles Wolf*  
Signature \_\_\_\_\_  
Charles Wolf  
Printed Name \_\_\_\_\_  
County Judge  
Title \_\_\_\_\_

**ATTEST**  
Signature *Shethelia Reed*  
Shethelia Reed  
Printed Name \_\_\_\_\_  
County Clerk  
Title \_\_\_\_\_

**2. Mailing Instructions**

The completed Resolution Amending Authorized Representatives can be taken to TexPool Participant Services at 1-866-638-3231, or mailed to:

**TexPool Participant Services**  
1901 Travis Avenue, Suite 1430  
Houston, TX 77002

**ORIGINAL SIGNATURE AND DOCUMENT REQUIRED** **TEX-REP**

TexPool Participant Services  
1001 Travis Avenue, Suite 1430 • Houston, TX 77002  
Phone: 1-866-TEXPOOL (879-7665) • Fax: 1-866-638-3231 • www.texpool.com

Managed and  
Served by **Federated.**  
(817) 634-3720 x104

(i) Request of Knights of Columbus to use ball field at Vest Park in Kermit for a softball tournament to benefit Juan Urias on Saturday and Sunday, October 03-04, 2015

(j) Payment in the amount of \$100.00 to State Farm Fire and Casualty Company for surety bond for Raul Santillan, Winkler County Community Supervision, for the period of August 31, 2015 to August 21, 2016; and

(k) Pipeline Construction and Indemnity Contract between Winkler County and Boring Company TBD for road boring on a 0.75 acre tract of land located in the S/2 of the S/2 of the NE/4 of Section 6, Block B-12, Public School Land, Winkler County, Texas to construct Wink City sewer/septic pipeline at south side of 6<sup>th</sup> Street in Wink at the County line and Request to Construct Access Driveway Facilities on Winkler County Right-of-Way by Wink-Loving ISD for school property on 6<sup>th</sup> Street (3/4) acre in Wink

County Road Number 528  
Precinct Number  
  
PIPELINE CONSTRUCTION  
AND  
INDEMNITY CONTRACT  
  
State of Texas  
County of Winkler

Comes now Winkler County Commissioners' Court, by and through The Honorable Charles M. Wolf, County Judge, and Boring Company TBD, Applicant, which makes this Agreement governing the installation of a (Wink City sewer/septic) 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 (Pipeline Company Name) Winkler County agrees to grant Boring Company TBD, Applicant, which makes this Agreement governing the installation of a (Wink City sewer/septic) pipeline, and in support of same, the parties make the following agreements and covenants.

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 use only bore pipe or cased pipe. All polyethylene pipe shall be cased.
- d. The bore shall be no less than four feet (4') from the road on each side.
- e. Applicant shall bury said pipeline to a depth consistent with the Odessa District of the Texas Department of Transportation requirements from easement to easement.
- f. Applicant shall install and maintain suitable buried markers indicating the location of Applicant's Facility in the crossing area.
- g. 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.
- h. 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.
- i. 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.
- j. 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 its responsibilities regarding any construction or installation of a facility subject to this Agreement.
- k. The Applicant shall inform its contractors of their responsibilities regarding any construction or installation of a facility subject to this Agreement.
- l. Prior to commencement of any work, Applicant shall provide to Winkler County the required I-808-HRG-TSSS form.
- m. 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.
- n. 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, stamp the crossing area during any such crossing of equipment.
- o. 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.

County Road Number 528  
Precinct Number

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 to 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 Highways, 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. Boring Company TBD 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 for 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. Boring Company TBD 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, Boring Company TBD 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 Boring Company TBD fail to pay the County within the sixty (60) day period referred to in the foregoing paragraph, Boring Company TBD 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. Boring Company TBD 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.

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.

County Road Number 528  
Precinct Number

- p. 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.
- q. 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.
- r. 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.
- s. The whole of the cost of the work with respect to Applicant's facility in the crossing area shall be borne by Applicant.
- t. 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.
- u. The costs associated with the location and identification of Boring Company TBD 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.
- v. 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 within 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 528  
Precinct Number

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 19 day of Sept., 2015, the minutes of which duly reflect the same.

SIGNED AND ENTERED INTO on this the 19 day of Sept., 2015.

WINKLER COUNTY

By: Charles M. Wolf  
Charles M. Wolf  
Winkler County Judge

Boring Company TBD

By: [Signature]  
Printed Name: [Name]  
Title: [Title]  
Address: P.O. Box 687  
[Address]  
Telephone: [Phone Number]  
Cellular Telephone: [Phone Number]  
Fax: [Phone Number]

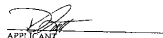
REQUEST TO CONSTRUCT ACCESS DRIVEWAY FACILITIES  
ON WINKLER COUNTY RIGHT OF WAY

The County of Winkler, State of Texas, hereinafter called the County, hereby authorizes **WINK-LOVING ISD** hereinafter called the Applicant, to construct access driveway in the county right of way abutting County Road (See attached Exhibit A), in County Commissioner Precinct Number 2, as shown on the attached sketch or plat, for the purpose of ingress/egress to a (See Attached Exhibit A)

Name of Company: **WINK-LOVING ISD**  
Agent **DR. DEWITT SMITH/SUPERINTENDENT** Telephone Number **(432) 517-3880**  
Comments: **Access to school property on 6<sup>th</sup> street (3/4 acre)**


1. The Applicant hereby agrees to comply with the terms and conditions set forth in this permit for an access driveway on the county road right of way
2. All construction and materials shall be subject to inspection and approval by the County Commissioner or Commissioners' Designee
3. Maintenance of facilities constructed hereunder shall be the responsibility of the Applicant, and the County reserves the right to require any changes, maintenance or repairs as may be necessary to provide protection of life or property on or adjacent to the county road. Change in design will be made only with the written approval of the County
4. The Applicant shall hold harmless and defend the County and it's duly appointed agents and employees against any action for personal injury or property damage
5. Except for regulatory and guide signs at county roads, the Applicant shall not erect any sign on or extending over any portion of the county right of way, and vehicle service fixtures such as fuel pumps, vendor stands or tanks shall be located at least twelve (12) feet from the right of way line to ensure that any vehicle services from these fixtures will not be in the county right of way
6. The County reserves the right to require a new access driveway permit in the event of a material change in driveway traffic volume or vehicle types
7. This permit will become null and void if the above referenced driveway facilities are not constructed within ninety (90) days from the issuance date of this permit.
8. Applicant shall have all underground utilities marked by contacting Texas Excavation Safety System at Dig-Tess (800) 344-8377 prior to installation. Installation will not occur unless markers are present
9. Applicant agrees to repair county road to the same condition as existed prior to commencement of the work on the roadway. Said driveway access will be paved with asphalt by applicant and signage put in place to advise vehicles to stop before entering county road
10. Applicant will indemnify County against all losses, damages, liabilities, expenses or cost incurred or made by County as the necessary result of actions, suits or proceedings from any negligence in the performance of work in connection herewith for any defect in the roadway as a result of the work done by Applicant or its agents, employees and assigns
11. In the event it becomes necessary after the date of this agreement for the said County roadway to be widened, Applicant will indemnify County for all expenses and costs in connection therewith for adjusting, lowering, deepening and casting said driveway in the County roadway.
12. In the event that any of the cut sections of the identified County road should sink or drop within a five (5) year period after that above-mentioned repair of such section, the Applicant will indemnify County for all costs incurred in connection with the adjustment and repair of such damaged sections
13. It is further understood that no work will be done under this permit until written approval from the County has been received by the Applicant, and that the offices of the Winkler County Judge and the County Commissioner Precinct Number 2 be advised twenty-four (24) hours prior to the beginning of work covered by this application

Witness our hands this the 28<sup>th</sup> day of August 2015.

  
APPLICANT  
  
P.O. Box 637  
Wink, Texas 79789  
ADDRESS  
  
(432) 517-3880  
APPLICANT TELEPHONE

BY: DR. DEWITT SMITH  
WINK-LOVING ISD AGENT

This Application was presented to the Winkler County Commissioners' Court on the 28<sup>th</sup> day of August 2015, and was Approved or Denied as reflected in the Minutes of said meeting

  
Charles M. Wolf  
Winkler County Judge

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 Neal to approve payment to Professional Turf Products for sprinklers for Winkler County Golf Course, in the amount of \$2,653.46 from budgeted golf course maintenance 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 granting Kermit Independent School District permission to hold Homecoming bonfire on County property on Thursday, September 17, 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 Stevens to approve request of Dewitt Smith, Ed.D, Superintendent of Wink-Loving Independent School District, for exception to burn ban for bonfire to be held on Thursday, September 24, 2015, or in case of inclement weather, to hold the bonfire, Thursday, October 08, 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 Contract and Agreement for Detention of Juvenile Offenders between the County of Taylor and Winkler County for the period of October 01, 2015 through September 30, 2016; 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 TAYLOR

CONTRACT AND AGREEMENT FOR  
DETENTION OF JUVENILE OFFENDERS

This Contract and Agreement made and entered into by and between the County of Taylor, acting by and through its duly authorized representatives, the Commissioners' Court of Taylor County, Texas, Downing A. Bolls, Jr., County Judge; and **WINKLER COUNTY**, hereinafter referred to as the **PURCHASER**, acting by and through its duly authorized representative, Charles Wolf, County Judge; to be effective upon execution by both parties.

WITNESSETH:

I.

Whereas, Taylor County operates the Taylor County Juvenile Justice Center ("TCJJC"). Whereas, the **PURCHASER**, in order to carry out and conduct its juvenile program in accordance with the Texas Juvenile Court Act (Texas Family Code), has need of the use of detention facilities to house and maintain children of juvenile age referred for an act of delinquency or an act indicating a need for supervision, during pre-trial and pre-dispositional status; and

Whereas, Taylor County desires to make the facilities available to the **PURCHASER** for such use and purpose, and the **PURCHASER** desires to contract for the use of said facility;

Now, therefore, the parties agree as follows:

(1) The term of this contract shall be from the date of execution and shall remain in full force unless terminated by either party. If either party hereto feels in its judgment that the contract cannot be successfully continued and desires to terminate this contract, then the party so desiring to terminate may do so by notifying the other party in writing by certified mail or personal delivery to its principal office of its intention to terminate the contract 30 calendar days from the date of Notice to Terminate is received by the other party. At 12:00 o'clock midnight 30 calendar days thereafter, this contract shall terminate, and have no further force or effect.

After receipt of notice of termination, the **PURCHASER** shall remove all children placed in the facilities on or before the termination date.

Page 1 of 6

(6) Children from the **PURCHASER** who are alleged to have engaged in delinquent conduct or conduct indicating a need for supervision (CINS) will be admitted to the facility under the authority of the Juvenile Court of the **PURCHASER**, or its designated official. Children not released within 48 hours (excluding weekends and holidays) must have a detention hearing in the Juvenile Court of the **PURCHASER**, in accordance with the Texas Family Code, Title III, Section 54.01. If the child is ordered detained, a certified copy of the Detention Order must be delivered to the detention facility prior to the child's admission.

(7) Each child placed therein shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the facility.

(8) If a child is accepted by the facilities from the **PURCHASER** and such child thereafter is found to be, in the sole judgment of the Administrator, mentally unfit, dangerous, or unmanageable or either of such conditions or characteristics, or whose mental or physical health condition would or might endanger the other occupants of the facility, then in the Administrator's sole judgment, upon such determination and notification by the Administrator to the **PURCHASER'S** Juvenile Judge or Probation Office, a Juvenile Probation Officer or Deputy Sheriff shall immediately remove or cause to be removed such child from the detention facility.

(9) Taylor County agrees that the facilities will accept any child qualified hereunder without regard to such child's religion, race, creed, color, sex, or national origin.

(10) It is understood and agreed by the parties hereto that children placed in the facilities under the proper orders of the Juvenile Court of the **PURCHASER** shall be maintained therein except that the staff of either facility may take the children under supervision from the facility to participate in Community activities.

(11) It is further understood and agreed by the parties hereto that children placed in the facilities may be granted furloughs with a parent(s), guardian(s), custodian(s), or other responsible adult only after prior approval by the **PURCHASER'S** Judge of the Juvenile Court or his/her designated representative.

(12) It is further understood and agreed by the parties hereto that children placed in pre-adjudication care in the facilities shall be removed therefrom by the **PURCHASER**, its agents, servants, or employees at the conclusion of the initial 10 working day period authorized by the Court Order issued by the Judge of the Juvenile Court of the **PURCHASER** unless a subsequent Order has been issued authorizing the continued detention of 15 working days, and a copy of such Order has been delivered to the detention facility, or unless a waiver of 15 working days hearing has been executed and a signed copy of the waiver delivered to the facility. A copy of the Order issued pursuant to the waiver shall be furnished promptly to the facilities.

Page 3 of 6

(2) Taylor County will provide room and board, seven days per week supervision, an approved education program, recreation facilities, and counseling to each child placed within the facility. Taylor County will also provide routine medical examinations and treatment that may customarily and reasonably be provided within the facility; however, Taylor County shall not provide nor be responsible for emergency examination, treatment, hospitalization, or any other service requiring transportation or removal of the child outside the facility. Any outside medical procedure, treatment, examination, or hospitalization shall be the sole responsibility and obligation of the **PURCHASER**.

(3) The **PURCHASER** agrees to pay Taylor County the sum of \$100.00 per day for each space utilized. This sum shall be paid to Taylor County upon billing and paying procedures agreed upon by the contracting counties and the auditor of Taylor County, Texas. The cost per day will be based on the projected actual cost of care for children in the facility.

In accordance with provisions set forth by Section 44 of Texas Senate Bill 19 as established by the 78<sup>th</sup> Legislative Session, **TAYLOR COUNTY** understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office or any successor agency, to conduct an audit or investigation in connection with those funds. **TAYLOR COUNTY** further agrees to cooperate fully with the State Auditor's Office or its successor agency in the conduct of the audit or investigation, including providing all records requested. **TAYLOR COUNTY** will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through **TAYLOR COUNTY** and the requirement to cooperate is included in any subcontract it awards.

(4) If emergency examination, treatment, and/or hospitalization outside the facilities are required for a child placed in the facilities by the **PURCHASER**, the Administrator of the facility is authorized to secure such examination, treatment, or hospitalization at the expense of the **PURCHASER** and to request that the **PURCHASER** be billed for the same. The **PURCHASER** agrees to indemnify and hold harmless Taylor County, its representatives, agents, and employees for any liability for charges for medical treatment, examination, and/or hospitalization. The Administrator shall notify the **PURCHASER** of such an emergency within 24 hours of its occurrence.

(5) Prior to transporting a child to the facility for placement, the official authorizing placement shall call the facility to insure that space is available. The detention needs of Taylor County takes precedence over those of contract counties, and placement of children from the **PURCHASER** may be denied if space limitations require.

Page 2 of 6

(13) It is further understood and agreed by the parties hereto that should a child in pre-adjudication care not be removed by the **PURCHASER**, its agents, servants, or employees as noted above in Paragraph (12) by 12:00 o'clock noon of the 15th day of detention and a new Order authorizing continued detention has not been received at the detention facility, an employee of Taylor County will deliver the child to the Juvenile Court of the **PURCHASER** for which there will be an additional charge of thirty-four cents per mile.

(14) It is further understood and agreed by the parties hereto that children placed in pre-adjudication care in the facility shall not be removed prior to the conclusion of the Court Order except to the Probation Officer or as provided in paragraph (8) above without delivery of an Order for Release signed by the Judge of the Juvenile Court of the **PURCHASER**.

(15) It is further understood and agreed by the parties hereto that nothing in this contract shall be construed to permit the **PURCHASER**, its agents, servants, or employees in any way to manage, control, direct, or instruct Taylor County, its servants, or employees in any manner respecting any of their work, duties, or functions pertaining to the maintenance and operation of the facilities. However, it is also understood that the Juvenile Court of the **PURCHASER** shall control the conditions and terms of detention supervision as to a particular child pursuant to Texas Family Code, Section 51.12.

II. DEFAULT

(1) The **PURCHASER** may, by written notice of default to Taylor County, terminate in whole or any part of this contract in any of the following circumstances:

- (a) If Taylor County fails to perform the work called for by this contract within the time specified herein or any extensions thereof, or
- (b) If Taylor County fails to perform any of the provisions of this contract, or fails to prosecute the work as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such extensions as authorized by the **PURCHASER** in writing) after receiving notice of default.

(2) Except with respect to defaults of subcontractors, Taylor County shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of Taylor County. If the failure to perform is caused by the default of a subcontractor, and without the fault or negligence of either of them, Taylor County shall not be liable for any excess costs for failure to perform.

Page 4 of 6

III. OFFICIALS NOT TO BENEFIT

No officer, member, or employee of the Criminal Justice Division and no member of its governing body, and no other public officials of Taylor County who exercise any function or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.

No member of or Delegate to the Congress of the United States of America, no Resident Commissioner, or employee of the Law Enforcement Assistance Administration or the Department of Justice shall be admitted to any share or part thereof or to any benefit to arise here from.

No member of or Delegate to the Congress or State Official, or Resident Commissioner shall be allowed to any share or part of this contract, or to any benefit that may arise therefrom.

Taylor County agrees to incorporate this Clause III into all subcontracts entered into the performance of the work assigned by this contract.

IV. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, Taylor County agrees as follows:

(1) Taylor County will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Taylor County will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, or religion. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Taylor County agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this non-discrimination clause.

(2) Taylor County will, in all solicitations or advertisements for employees placed by or on behalf of Taylor County, state that all qualified applicants for positions in the detention center will receive consideration for employment without regard to race, color, religion, sex, or national origin.

Page 5 of 6

This Contract and Agreement this date executed is made by and between the parties hereto; it being the declared intention of the parties hereto that the above and foregoing contract is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating a need for supervision and payment for such care by the PURCHASER for such children placed in the facility by the Judge of the PURCHASER having juvenile jurisdiction.

Venue for any cause of action arising out of this contract shall be in Abilene, Taylor County, Texas.

This contract is in lieu of all previous contracts between Taylor County and the PURCHASER for these purposes.

TAYLOR COUNTY

Approved As to Form:

JAMES EIDSON, Criminal District Attorney  
Taylor County, Texas

9-17-15  
DATE

DOWNING A. BOLLS, JR., County Judge  
Taylor County, Texas

9-17-2015  
DATE

ALLISON A. STAFFORD, Chief Administrative Officer  
Juvenile Probation, Taylor County, Texas

9-16-15  
DATE

WINKLER COUNTY

CHARLES WOLF, County Judge  
Winkler County, Texas

9-14-15  
DATE

Page 6 of 6

FIRE/LIFE SAFETY  
MAINTENANCE INSPECTION FORM

FIRE PREVENTION DIVISION  
CITY OF ABILENE  
250 GRAPE 79601  
676-6454

Incident # \_\_\_\_\_ Inspection Date 9-16-2015 Time 1:30 ☐ am ☒ pm  
Purpose of inspection: ☒ General ☐ Safety Complaint ☐ Other \_\_\_\_\_  
Business Name Abilene Juvenile Center Address 889 S 25th  
Suite No. \_\_\_\_\_ Phone 676-7489  
Business Owner \_\_\_\_\_ Address \_\_\_\_\_  
Emergency Contact Randy Collier Emergency Phone No. Same As Above

Check Indicate Correction Needed

1. EXTERIOR	Exterior Signs	Hand/Fixed System
Occupying Class Changed	Exit Sign Locations	Fire Alarm System
Address	Fire Assemblies (doors)	Emergency Detector
Grass/Weeds	Fire Resistant Walls/Consl	Standpipe System
Trash/Rubbish	Storage in Exit	Fire Protection/Caps
Outside Storage	2. ELECTRICAL	Systems
Entry Gates	Extension Cords	Valves Open
Blocked Fire Lane	Defective Wiring	Slack Heads/Wireless
Fire Extinguishers	Defective Wiring	Private Hydrants Tested
No Smoking Signs/Recalcitrant	Conduit Needed	
3. HOUSEKEEPING	Panel Access/Storage	7. GENERAL SAFETY
Accum. Trash/Rubbish	Chairs/Tables Labeled	Powered Industrial Trucks
Storage/heights	Other Violations	
Oil/Fuel Storage	5. GAS APPLIANCES	8. HAZARDOUS STORAGE
Lint/Dust Accum. Dryer	Condition	Explosive
Equipment Rm. Storage	Ventilation	Flammable/Combustible
Fallen Equipment	Shut Off Valve in Room	Pesticides
	Fuel Line Defective	Hazardous Materials
	Boiler Certificate Current	High-piled Stock
3. Exit Ways	6. FIRE PROTECTION	9. COMPRESSED GAS
Obstructed	Systems & Appliances	Cylinders Secured
Emergency Lighting	Needs Fire Extinguisher	Caps/Devices On
Emergency Exits	Fire Extinguisher Gone	Storage Shredded
Exit Door (obstructed)		
Exit Door Locked		
Exit Door Stuck		

HAZARD DATA/REMARKS (List Violations)  
ASSEMBLY AREA - EXT LIGHTS  
HAZARDOUS STORAGE - HAZARDOUS STORAGE

PERMITS NEEDED:	High-Piled Storage	Storage or Piling
Automotive Service Station	Lumber Yards	Working Yard
Compressed Gases	L.P. Gas	Other
Crane/Fluors	Miscellaneous Combustible Storage	
Cutting and Welding	Place of Assembly/Candles	
City Cleaning Plans	Repair Garages	
Chemical/Flammable Liquids		
Refrigeration Equipment		

You are being asked to correct the above conditions on or before the designated reinspection date. Failure to comply will render you liable to penalties provided by law.  
Set Reinspection Date \_\_\_\_\_ or no hazards found ☒  
I acknowledge receipt of report \_\_\_\_\_  
Signature - Fire Representative \_\_\_\_\_ Print Name John Deaton  
Inspector's Signature \_\_\_\_\_

REINSPECTION DATA  
Insp Date \_\_\_\_\_ Incident No. \_\_\_\_\_  
☐ Compliance - No other action required  
☐ Non-Compliance ☐ Corrective action Date completed by inspector \_\_\_\_\_  
☐ Partial Compliance  
Officer's Signature \_\_\_\_\_  
Fire's Representative Signature \_\_\_\_\_

Original - Fire Prevention Yellow Copy - Occupant

JUVENILE DETENTION FACILITY CERTIFICATION

STATE OF TEXAS  
COUNTY OF TAYLOR

We, the undersigned, hereby certify to the Commissioners' Court of Taylor County, Texas, and to the City of Abilene, Texas, that we have personally inspected the Taylor County Juvenile Justice Center, 889 South 25th Street, Abilene, Texas, to determine whether the facilities are suitable for the detention of children as provided by Section 51.12(b),(b-1),(c),(c-1) of the Texas Family Code. Also, in accordance with TAC and TJD Standard 343.206(2), the Taylor County Juvenile Detention Facility is a twenty-two bed facility.

We hereby find that:

The Taylor County Juvenile Justice Center, 889 South 25th Street, Abilene, Texas, is a safe and suitable place of detention for juveniles until the next annual on-site inspection due one year from the above personal visit.

Inspected this the 28th day of January, 2015.

ROBERT HARPER, Juvenile Court Judge  
County Court at Law #1  
Juvenile Board Chair

DOWNING BOILS, Judge  
Taylor County Court

PAUL ROTENBERRY, Judge  
32nd District Court

LEE HAMILTON, Judge  
46th District Court

JOHN WEEKS, Judge  
42nd District Court

THOMAS M. WHEELER, Judge  
35th District Court

SAMUEL J. CARROLL, Judge  
County Court at Law #2  
Juvenile Court Judge

CERTIFICATION OF JUVENILE DETENTION FACILITY

BE IT REMEMBERED that on or about the 28th day of January 2015, the Judges of the Taylor County Juvenile Court and members of the Taylor County Juvenile Board personally inspected the detention facility known as the Taylor County Juvenile Justice Center located in Taylor County, Abilene, Texas, and said Judges certify to the Commissioners' Court for Taylor County, Texas, and to Allison A. Stafford, Chief Juvenile Probation Officer, that the facility is suitable for the detention of children in accordance with Section 51.12(b),(b-1)(c),(c-1), Texas Family Code. Also, in accordance with TAC and TJD Standard 343.206(2), the Taylor County Juvenile Detention Facility is a twenty-two bed facility.

CHAIR OF THE JUVENILE BOARD

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Contract and Agreement for Detention of Child Offenders Space Available Basis between County of Midland and Winkler County for the period of September 01, 2015 through August 31, 2016; which motion became an order of the Court upon the following vote:

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



CONTRACT AND AGREEMENT FOR DETENTION OF CHILD OFFENDERS  
SPACE AVAILABLE BASIS

This Contract and Agreement made and entered into by and between the County of Midland, acting by and through its duly authorized representatives, the Midland County Juvenile Board, and **WINKLER COUNTY**, acting by and through their duly authorized representatives, to be effective **September 1, 2015, through August 31, 2016**.

WITNESSETH:

Midland County operates the Barbara Culver Juvenile Justice Detention Center. The center has been duly inspected and certified as being suitable for the detention of children. **WINKLER COUNTY**, in order to carry out and conduct their juvenile programs in accordance with the Texas Family Code, has a need to use detention facilities to house and maintain children of juvenile age referred for an act of delinquency or an act indicating a need for supervision, during the pre-trial and pre-disposition.

Midland County desires to make its Center available to **WINKLER COUNTY** for such use and purpose, and **WINKLER COUNTY** desires to contract for the use of said Center, therefore, the parties agree as follows:

- (1) The term of this Contract shall terminate on **August 31, 2016**. After a mutual good faith effort has been made to the success and performance of the contract, if either party hereto feels in its judgment that the contract cannot be successfully continued, and desires to terminate the contract, then the party so desiring to terminate may do so by notifying the other party in writing, by certified mail or personal delivery to its principal office, of its intention to terminate the contract thirty (30) calendar days from the date the Notice To Terminate is received by the other party. Notice to Midland County shall be mailed to Midland County Juvenile Probation Department, 3800 North Lamesa Road, Midland, Texas, 79705. At 12:00 midnight, thirty (30) calendar days thereafter, this contract shall terminate, become null and void, and be of no further force or effect. After receipt of notice of termination, **WINKLER COUNTY** shall remove all children placed in the Center on or before the termination date.
- (2) Midland County agrees to provide a space, if space is available, at the time that **WINKLER COUNTY** requests the space.
- (3) **WINKLER COUNTY** agrees to pay Midland County the **daily rate of \$110.00 per day** for each and every day each child is in detention. The daily rate of \$110.00 shall be paid to Midland County upon billing and in accordance with payment procedures agreed upon by **WINKLER COUNTY** and the Auditor of Midland County, Texas.
- (4) Midland County will provide room and board, twenty-four (24) hours per day/seven (7) days per week supervision, routine medical examination and treatment within the Center (but shall not

I

- (13) It is further understood and agreed by the parties hereto that nothing in the Contract shall be construed to permit **WINKLER COUNTY**, their agents, servants, or employees in any way to manage, control, direct or instruct Midland County, its servants or employees in any manner respecting any of their work, duties or functions pertaining to the maintenance and operation of the Center. However, it is also understood that the Child Court of each individual county shall control the conditions and terms of detention supervision as to a particular child pursuant to the Texas Family Code Section 51.12.
- (14) It is further understood and agreed by the parties hereto that the County placing a child in the Center is responsible for any damages caused by that child to property or persons.
- (15) Midland County will account separately for any and all state funds paid to Midland County by **WINKLER COUNTY**. Midland County will provide access to **WINKLER COUNTY** to the records necessary to monitor performance under this contract. Midland County will retain all applicable records for a minimum of three (3) years or until any pending audits have been completed or questions regarding the financial records have been resolved.

OFFICIALS NOT TO BENEFIT

No officer, member, or employee of the Criminal Justice Division and no member of its governing body, and no other public official of Midland County who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in the Contract or the proceeds thereof.

No member of or Delegate of the Congress of the United States of America, no Resident Commissioners, or employees of the Law Enforcement Assistance Administration or the Department of Justice shall be admitted to any share or part thereof or to any benefit to arrive therefrom.

\*\*\*\*\*

This Contract and Agreement is this date executed and made by and between the parties hereto, it being the declared intention of the parties hereto that the above and foregoing Contract, is a Contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating a need for supervision and payment for such care by **WINKLER COUNTY** for such children placed in the Center by the Judge of **WINKLER COUNTY** having child jurisdiction. This Contract is in lieu of all previous Contracts between Midland County and **WINKLER COUNTY** for these purposes. Said previous Contracts terminate, become null and void, and are of no further force or effect on the date this Contract becomes effective.

11

provide pay for emergency examinations, treatment, or hospitalization outside the Center); recreation facilities; and counseling to each child placed within the Center.

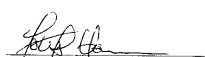
- (5) Midland County will not admit any child that is in need of physical or mental health care. This decision will be made by Midland County's Intake Officer or Detention Officer. If there is a question about the child's physical or mental health condition, it is the responsibility of **WINKLER COUNTY** to provide a medical release stating the child is physically and/or mentally acceptable for detention.
- (6) If the child is on prescribed medication at the time of admission, the medication needs to accompany the child at time of admission. If it is learned after admission that the child should be on medication, it is the responsibility of **WINKLER COUNTY** to provide the prescribed medication when requested by Midland County and deliver the medication to the detention center. Midland County will notify **WINKLER COUNTY** when the child's medication is almost depleted; at which time the referring county will provide a refill or **WINKLER COUNTY** may be asked to retrieve the child.
- (7) If emergency examination, treatment or hospitalization outside the Center is required for a child placed in the Center by **WINKLER COUNTY**, then **WINKLER COUNTY** guarantees that such costs will be paid in full. The Administrator of the Center shall notify within 24 hours the Department that placed the child of the emergency and/or treatment.
- (8) Each child placed in the Center by **WINKLER COUNTY** shall be placed therein under proper order of the Juvenile Court, and the Administrator will be furnished a copy of said order.
- (9) Each child placed therein shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator.
- (10) If a child is accepted by the Center from **WINKLER COUNTY** and such child thereafter is found to be, in the sole judgment of the Administrator, mentally unfit, dangerous, or unmanageable or possessing and of such conditions of characteristics, or whose mental or physical condition would or might endanger the other occupants of the Center, then in the Administrator's sole judgment upon such determination and notification by the Administrator to the applicable Judge or Probation Officer, a Juvenile Probation Officer or Deputy Sheriff shall immediately and forthwith remove or cause to be removed such child from the Detention Center.
- (11) Midland County agrees that the Center will accept any child qualified hereunder, without regard to such child's religion, race, creed, color, sex or national origin.
- (12) It is further understood and agreed by the parties hereto that children placed in the care of the Center shall not be discharged there from without.
- (a) Receipt by the Center of and Order signed by a Judge having child jurisdiction in **WINKLER COUNTY**, duly certified by the Clerk of said county, or
- (b) By the authorization of the Juvenile Probation Department who originally detained the child, or
- (c) As provided in paragraph (10) above.

II

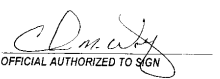
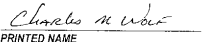
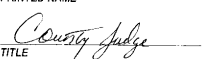
Executed this 10 day of August, 2015, to be effective September 1, 2015.  
Each copy hereof shall be considered an Original copy for all purposes.

MIDLAND COUNTY

  
K. KYLE PEELER, CHAIRMAN  
MIDLAND COUNTY JUVENILE BOARD CHAIR

  
FOREST HANNA, CHIEF JPO  
MIDLAND COUNTY, TEXAS

WINKLER COUNTY

  
OFFICIAL AUTHORIZED TO SIGN  
  
PRINTED NAME  
  
TITLE

OFFICIAL AUTHORIZED TO SIGN  
PRINTED NAME  
TITLE

11.2

THE STATE OF TEXAS  
COUNTY OF WINKLER

CONCHO VALLEY HOME FOR GIRLS, INC.  
CONTRACT FOR RESIDENTIAL SERVICES

This contract is entered into by and between the **Winkler County Juvenile Probation Department** and **Concho Valley Home for Girls**, hereinafter called Service Agency, in compliance with the provisions of providing community residential services for juveniles of Winkler County.

I. SERVICES TO BE PERFORMED

Concho Valley Home for Girls agrees to provide the following services. Levels of care and services to be provided at each level are those defined by the Texas Health and Human Services Coordinating Council.

Level of Care Basic: \$45.19/day  
Level of Care Moderate: \$103.03  
Level of Care Specialized: \$148.11

- A. For and in consideration of the above-mentioned services, the County Juvenile Probation Department agrees to pay Concho Valley Home for Girls an amount not to exceed the maximum daily Level of Care amount assigned to a client. This fee does not exceed the actual cost of the child's care in Concho Valley Home for Girls and does not exceed the amount allowed in the current CJD Maximum Rate Schedule.
- B. Recognizing that a part of a client's rehabilitation program may include time away from the residential setting of the Service Agency such as weekends, holidays, etc., and that the Service Agency must retain space for this client until her return, the County Juvenile Probation Department will pay the Service Agency the stated agreed-upon amount for such regularly scheduled days away from the Service Agency or its program providing they do not exceed ten (10) days at any one time.
- C. If a client makes an unauthorized departure from the Service Agency, the County Juvenile Probation Department shall be notified immediately. If the client returns to the Service Agency within ten (10) days, the Service Agency shall receive payment for those days the client was absent from the Service Agency but not to exceed ten (10) days' payment.
- D. The Service Agency is under no obligation to retain space for the client in unauthorized departure situations.

nature, the Service Agency shall notify the child's Probation Officer immediately and ensure that parents and proper authorities including the Texas Department of Protective and Regulatory Services and law enforcement are notified. A written incident report and/or police report will be sent to the assigned probation officer no later than five (5) working days after the occurrence.

- G. The County reserves the right to terminate the child's placement at the Service Agency at its discretion. The Service Agency must not release a child to any person or agency other than the County without the express consent of the County.
- H. The Service Agency will obtain prior approval from appropriate County personnel before the child's participation in any furloughs, home visits, or extended agency trips.
- I. Unless stipulated by County personnel, the child may visit freely with parents and relatives at the Service Agency in accordance with established Service Agency policies, procedures, privileges and level system.
- J. Suspected or alleged cases of child abuse must be immediately reported to the child's Probation Officer and the Texas Department of Protective and Regulatory Services.

III. EXAMINATION OF PROGRAM AND RECORDS

- A. The Service Agency agrees that it will permit the County to examine and evaluate its program of services provided under the terms of this agreement and to review client records. This examination and evaluation may include scheduled and unscheduled site visitations, observation of program in operation, interviews, and the administration of questionnaires to the staff of the Service Agency and the client.
- B. The Service Agency shall provide to the County such descriptive information on clients as requested on forms provided by the County.
- C. The Service Agency agrees to maintain and make available for inspection, audit, or reproduction by an authorized representative of the County Juvenile Probation Department and the state of Texas, books, documents and other evidence pertaining to the costs and expenses of this contract, hereinafter called the Records.
- D. The Service Agency agrees to maintain these records for three (3) years after final payment or until the State-approved audit has been made and all questions therefrom are resolved.

- 2) If the Service Agency fails to perform any of the other provisions of this agreement, or so fails to prosecute the work as to endanger performance of this agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such extension as authorized by the County Juvenile Probation Department in writing) after receiving notice of default.

VIII. TERMINATION

- A. This agreement may be terminated by either party by giving ten (10) days' written notice to the other party hereto of the intention to terminate.
- B. Termination of the client's residence without receipt of services from the Service Agency shall occur only after notifying the County Placement Officer of the causes and with sufficient lead time of at least ten (10) days to allow alternate placement or referral for service.

IX. LAW AND VENUE

In any legal action arising under this agreement, the laws of Texas shall apply and venue shall be in Tom Green County.

X. AGREEMENT PERIOD

The agreement period will begin on the date of execution and will terminate on August 31, 2016.

- E. Payment is to be made monthly. Claim for payment will be submitted no later than ten (10) days from the last day of the month for which payment is requested.

- F. Each billing should contain the name of the client or clients for whom payment is being requested along with the number of days (stated consecutively) for which payment is requested. Billings for services not included in the daily level of care must include a copy of a receipt which shows the date of service delivery, description of the item(s) purchased, amount, and name of the Service Provider.

- G. The Service Agency is under no obligation to accept a client who is deemed inappropriate for placement in the program by the Service Agency.

II. INDIVIDUAL PROGRAM PLAN AND FAMILY INVOLVEMENT

- A. The Service Agency shall have a written Individualized Program Plan (IPP) developed in concert with the youth and mutually agreed upon by the appropriate Service Agency staff, Probation Officer, and whenever possible the child's family or parent(s) within forty-five (45) days of the initial placement date.
- B. The IPP shall be reviewed and updated by the appropriate Service Agency staff, the child, and Probation Officer at reasonable intervals, not to exceed ninety (90) days, to assess the child's progress with modifications of the IPP being made when indicated.
- C. The IPP shall contain the reasons why the placement will benefit the client; shall specify behavioral goals and objectives being sought for each client; shall state how the goals and objectives are to be achieved in the Service Agency placement; and shall state how the parent(s), guardian(s), and where possible extended family members will be involved in the Individual Program Plan to assist in preventing or controlling the client's alleged delinquent behavior or alleged conduct indicating a need for supervision as defined in the Texas Family Code.
- D. Copies of the original IPP and the periodic reviews are to be maintained by the Service Agency and submitted to the Probation Officer or appropriate county personnel.
- E. The Service Agency shall provide a written copy of the child's monthly progress report to the County Juvenile Probation Department.
- F. If a child in placement at the Service Agency makes an unauthorized departure, becomes seriously ill, or is involved in an incident of a serious

IV. FEE ASSESSMENT

- A. Clients or their families shall not be assessed fees for services by the Service Agency unless arrangements are specified by the Court. This does not preclude reasonable attempts to seek voluntary contribution from families of County clients for donations of clothing, personal articles, and funds to assist in supporting a youth's rehabilitation.
- B. Income received by the Service Agency toward the support of a client from sources other than this contract such as Social Security, contributions from parents, etc., must be deducted from the JPD invoice if such income exceeds the actual cost of maintaining the adolescent in residence.

V. EQUAL OPPORTUNITY

Services shall be provided by the Service Agency in compliance with the Civil Rights Act of 1964. The Service Agency will not discriminate against any employee, applicant for employment, or client because of race, religion, color, sex, national origin, age, or handicapped condition.

The Service Agency will take affirmative action to ensure that applicants for employment, employees, and clients are treated without regard to their race, religion, color, sex, national origin, age, or handicapped condition.

VI. OFFICIALS NOT TO BENEFIT

No officer, member or employee of the County Juvenile Probation Department and no member of its governing body, and no other public officials of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

VII. DEFAULT

- A. The County Juvenile Probation Department may, by written notice of default to the Service Agency, terminate the whole or any part of this agreement in any one of the following circumstances:
  - 1) If the Service Agency fails to perform the work called for by this agreement within the time specified herein or any extension thereof, or

Service Purchaser:  
WINKLER COUNTY JUVENILE  
PROBATION DEPARTMENT

By:

Address:

PO Box 822  
Kermit, Texas 79745

Date: 8-14-15

Service Agent:

CONCHO VALLEY HOME FOR  
GIRLS  
Sammye Ruppeck

Executive Director

P. O. Box 3772, 412 Preusser  
San Angelo, Texas 76902

Date: 8/14/15



A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Contract for Residential Services between Winkler County and Concho Valley Home for Girls, Inc., for the period of September 14, 2015 through August 31, 2016; which motion became an order of the Court upon the following vote:

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

<p>THE STATE OF TEXAS COUNTY OF WINKLER</p> <p>CONCHO VALLEY HOME FOR GIRLS, INC. CONTRACT FOR RESIDENTIAL SERVICES</p> <p>This contract is entered into by and between the <b>Winkler County Juvenile Probation Department</b> and <b>Concho Valley Home for Girls</b>, hereinafter called Service Agency, in compliance with the provisions of providing community residential services for juveniles of Winkler County.</p> <p><b>I. SERVICES TO BE PERFORMED</b></p> <p>Concho Valley Home for Girls agrees to provide the following services. Levels of care and services to be provided at each level are those defined by the Texas Health and Human Services Coordinating Council.</p> <p><b>Level of Care Basic: \$45.19/day</b> <b>Level of Care Moderate: \$103.03</b> <b>Level of Care Specialized: \$148.11</b></p> <p>A. For and in consideration of the above-mentioned services, the County Juvenile Probation Department agrees to pay Concho Valley Home for Girls an amount not to exceed the maximum daily Level of Care amount assigned to a client. This fee does not exceed the actual cost of the child's care in Concho Valley Home for Girls and does not exceed the amount allowed in the current CJD Maximum Rate Schedule.</p> <p>B. Recognizing that a part of a client's rehabilitation program may include time away from the residential setting of the Service Agency such as weekends, holidays, etc., and that the Service Agency must retain space for this client until her return, the County Juvenile Probation Department will pay the Service Agency the stated agreed-upon amount for such regularly scheduled days away from the Service Agency or its program providing they do not exceed ten (10) days at any one time.</p> <p>C. If a client makes an unauthorized departure from the Service Agency, the County Juvenile Probation Department shall be notified immediately. If the client returns to the Service Agency within ten (10) days, the Service Agency shall receive payment for those days the client was absent from the Service Agency but not to exceed ten (10) days' payment.</p> <p>D. The Service Agency is under no obligation to retain space for the client in unauthorized departure situations.</p> <p>nature, the Service Agency shall notify the child's Probation Officer immediately and ensure that parents and proper authorities including the Texas Department of Protective and Regulatory Services and law enforcement are notified. A written incident report and/or police report will be sent to the assigned probation officer no later than five (5) working days after the occurrence.</p> <p>G. The County reserves the right to terminate the child's placement at the Service Agency at its discretion. The Service Agency must not release a child to any person or agency other than the County without the express consent of the County.</p> <p>H. The Service Agency will obtain prior approval from appropriate County personnel before the child's participation in any furloughs, home visits, or extended agency trips.</p> <p>I. Unless stipulated by County personnel, the child may visit freely with parents and relatives at the Service Agency in accordance with established Service Agency policies, procedures, privileges and level system.</p> <p>J. Suspected or alleged cases of child abuse must be immediately reported to the child's Probation Officer and the Texas Department of Protective and Regulatory Services.</p> <p><b>III. EXAMINATION OF PROGRAM AND RECORDS</b></p> <p>A. The Service Agency agrees that it will permit the County to examine and evaluate its program of services provided under the terms of this agreement and to review client records. This examination and evaluation may include scheduled and unscheduled site visitations, observation of program in operation, interviews, and the administration of questionnaires to the staff of the Service Agency and the client.</p> <p>B. The Service Agency shall provide to the County such descriptive information on clients as requested on forms provided by the County.</p> <p>C. The Service Agency agrees to maintain and make available for inspection, audit, or reproduction by an authorized representative of the County Juvenile Probation Department and the state of Texas, books, documents and other evidence pertaining to the costs and expenses of this contract, hereinafter called the Records.</p> <p>D. The Service Agency agrees to maintain these records for three (3) years after final payment or until the State-approved audit has been made and all questions therefrom are resolved.</p>	<p>E. Payment is to be made monthly. Claim for payment will be submitted no later than ten (10) days from the last day of the month for which payment is requested.</p> <p>F. Each billing should contain the name of the client or clients for whom payment is being requested along with the number of days (stated consecutively) for which payment is requested. Billings for services not included in the daily level of care must include a copy of a receipt which shows the date of service delivery, description of the item(s) purchased, amount, and name of the Service Provider.</p> <p>G. The Service Agency is under no obligation to accept a client who is deemed inappropriate for placement in the program by the Service Agency.</p> <p><b>II. INDIVIDUAL PROGRAM PLAN AND FAMILY INVOLVEMENT</b></p> <p>A. The Service Agency shall have a written Individualized Program Plan (IPP) developed in concert with the youth and mutually agreed upon by the appropriate Service Agency staff, Probation Officer, and whenever possible the child's family or parent(s) within forty-five (45) days of the initial placement date.</p> <p>B. The IPP shall be reviewed and updated by the appropriate Service Agency staff, the child, and Probation Officer at reasonable intervals, not to exceed ninety (90) days, to assess the child's progress with modifications of the IPP being made when indicated.</p> <p>C. The IPP shall contain the reasons why the placement will benefit the client; shall specify behavioral goals and objectives being sought for each client; shall state how the goals and objectives are to be achieved in the Service Agency placement; and shall state how the parent(s), guardian(s), and where possible extended family members will be involved in the Individual Program Plan to assist in preventing or controlling the client's alleged delinquent behavior or alleged conduct indicating a need for supervision as defined in the Texas Family Code.</p> <p>D. Copies of the original IPP and the periodic reviews are to be maintained by the Service Agency and submitted to the Probation Officer or appropriate county personnel.</p> <p>E. The Service Agency shall provide a written copy of the child's monthly progress report to the County Juvenile Probation Department.</p> <p>F. If a child in placement at the Service Agency makes an unauthorized departure, becomes seriously ill, or is involved in an incident of a serious</p> <p><b>IV. FEE ASSESSMENT</b></p> <p>A. Clients or their families shall not be assessed fees for services by the Service Agency unless arrangements are specified by the Court. This does not preclude reasonable attempts to seek voluntary contribution from families of County clients for donations of clothing, personal articles, and funds to assist in supporting a youth's rehabilitation.</p> <p>B. Income received by the Service Agency toward the support of a client from sources other than this contract such as Social Security, contributions from parents, etc., must be deducted from the JPD invoice if such income exceeds the actual cost of maintaining the adolescent in residence.</p> <p><b>V. EQUAL OPPORTUNITY</b></p> <p>Services shall be provided by the Service Agency in compliance with the Civil Rights Act of 1964. The Service Agency will not discriminate against any employee, applicant for employment, or client because of race, religion, color, sex, national origin, age, or handicapped condition.</p> <p>The Service Agency will take affirmative action to ensure that applicants for employment, employees, and clients are treated without regard to their race, religion, color, sex, national origin, age, or handicapped condition.</p> <p><b>VI. OFFICIALS NOT TO BENEFIT</b></p> <p>No officer, member or employee of the County Juvenile Probation Department and no member of its governing body, and no other public officials of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.</p> <p><b>VII. DEFAULT</b></p> <p>A. The County Juvenile Probation Department may, by written notice of default to the Service Agency, terminate the whole or any part of this agreement in any one of the following circumstances:</p> <p>1) If the Service Agency fails to perform the work called for by this agreement within the time specified herein or any extension thereof, or</p>
---	---

2) If the Service Agency fails to perform any of the other provisions of this agreement, or so fails to prosecute the work as to endanger performance of this agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such extension as authorized by the County Juvenile Probation Department in writing) after receiving notice of default.

VIII. TERMINATION

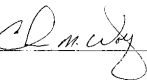

- A. This agreement may be terminated by either party by giving ten (10) days' written notice to the other party hereto of the intention to terminate.
- B. Termination of the client's residence without receipt of services from the Service Agency shall occur only after notifying the County Placement Officer of the causes and with sufficient lead time of at least ten (10) days to allow alternate placement or referral for service.

IX. LAW AND VENUE

In any legal action arising under this agreement, the laws of Texas shall apply and venue shall be in Tom Green County.

X. AGREEMENT PERIOD

The agreement period will begin on the date of execution and will terminate on August 31, 2016.

Service Purchaser:	Service Agent:
WINKLER COUNTY JUVENILE PROBATION DEPARTMENT	CONCHO VALLEY HOME FOR GIRLS Sammie Ruppeck
By: 	 Executive Director
Address: PO Box 822 Kermit, Texas 79745	P. O. Box 3772, 412 Preusser San Angelo, Texas 76902
Date: 9-14-15	Date: 9/15/15

A motion was made by Commissioner Wolf and seconded by Commissioner Stevens to approve payment in the amount of \$7,200.00 to Kermit Volunteer Fire Department for reimbursement of training funds for six (6) 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 Thompson and seconded by Commissioner Neal to approve payment of \$1,000.00 to Trenchless Replacement Specialists (TRS) for additional charge incurred for repair of pipe from 3<sup>rd</sup> floor west bathroom of the Courthouse to the basement from contingency 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 accept donation, in the amount of \$2,500.00, for the Winkler County K9 unit from G2RAM Oilfield Service, LLC; 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 Lone Star Public Interlocal Cooperation Association II Agreement between Winkler County and other political subdivisions of the State of Texas for health insurance produces, related services and benefits and/or administrative services for an initial term of three (3) years effective October 01, 2015, and authorize County Judge to sign Agreement and Certificate; which motion became an order of the Court upon the following vote:

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

LONE STAR PUBLIC INTERLOCAL COOPERATION ASSOCIATION II

AGREEMENT

This Agreement is made and entered into by and between three or more of the following political subdivisions of the State of Texas: (hereinafter referred to as POLITICAL SUBDIVISIONS): Crane County, Jeff Davis County, Loving County, Martin County, Martin County Hospital District, McCarney County Hospital District, Pecos County, Permian General Hospital, Rankin County Hospital District, Reeves County Hospital District, Terrell County, Ward County, Ward Memorial Hospital, Winkler County, and Permian Basin Community Centers for Mental Health and Mental Retardation, Crane County Hospital District, City of Coahoma, City of Iraan, **County of Winkler**.

WITNESSETH

WHEREAS, the political subdivisions, who purchase: (1) group health coverage; (2) services for administration of health benefits; and/or (3) related health, life, disability or similar benefits for their employees from various insurers, TPAs, hospital service corporations and health maintenance organizations;

WHEREAS, the POLITICAL SUBDIVISIONS desire to combine their resources in order to organize and administer a cooperative purchasing program, either jointly or singularly, to obtain better access and selection of products and/or services. The cooperative program will be called the Lone Star Public Interlocal Cooperation Association II - Select (referred to as "The Association");

WHEREAS, the POLITICAL SUBDIVISIONS intend to conform to this Agreement with Chapter 791 of the Texas Government Code, more commonly known as the "Interlocal Cooperation Act";

NOW THEREFORE, for and in consideration of the mutual promises, considerations and undertakings herein set forth it is agreed as follows:

I.

The POLITICAL SUBDIVISIONS agree to organize and administer a purchasing program for insurance products, related services and benefits, and/or administrative services for each SUBDIVISION, either singularly, or in combination with one or more other SUBDIVISIONS, as follows:

- a. For a minimum of three (3) years, the term of this Agreement and withdrawal by any POLITICAL SUBDIVISION during the initial three (3) year period will be subject to a penalty as prescribed by the Board of Directors. This Agreement is also subject to automatic renewal at the end of the initial three (3) year term for an additional three (3) years, and subject to the right of any POLITICAL SUBDIVISION to withdraw on sixty (60) days notice before the end of the initial three (3) year term. This Agreement will be

1

5 / 14

authority, by majority vote, to retain legal counsel, to initiate legal proceedings, and to pay costs and attorneys' fees in a pursuance of any expenses of the Association. All expenses of the Association will be borne on a participation basis based upon a formula determined by the Board which will use a method based on the number of participating employees.

- h. It is contemplated by the POLITICAL SUBDIVISIONS that one or more of the POLITICAL SUBDIVISIONS listed above may elect not to participate. The Association may operate with as few as three POLITICAL SUBDIVISIONS participating.

- I. Each POLITICAL SUBDIVISION will provide all information as may be needed or required for the operation and administration of this Agreement.

II.

This Agreement may be terminated by any party upon sixty (60) days written notice before the end of the three (3) year initial term, delivered by hand or U.S. Certified Mail to the other POLITICAL SUBDIVISIONS of its intention to withdraw, subject to any withdrawal penalty as prescribed by the Board of Directors, and provided all sums owing by the withdrawing POLITICAL SUBDIVISION are paid in full up to the effective date of the withdrawal.

This Agreement may be dissolved by consent of a majority of Boards of Trustees of the POLITICAL SUBDIVISIONS provided, however, all contracts, agreements, etc. with third persons would still be in effect unless termination is permitted by such contracts, agreements, etc. The Chairman will use every means to coordinate an orderly dissolution and will receive the advice and support of the Board of Directors.

Amendment of this Agreement will be in writing and effective upon approval of a majority of the Board of Directors.

This Interlocal Agreement is authorized by the governing body of all POLITICAL SUBDIVISIONS as evidenced by the Resolutions of the POLITICAL SUBDIVISIONS, all of which are incorporated herein by reference for all purposes and evidenced by the signatures below.

The parties hereby have executed this Agreement in multiple counterparts this the \_\_\_\_ day of \_\_\_\_\_, 2015

3

7 / 14

RESOLUTION

WHEREAS, **County of Winkler** previously adopted an employee benefit plan, which, provided for one or more of the following: (1) medical expense benefits; (2) life insurance; (3) accidental death and dismemberment benefit; (4) dental benefits; (5) short term disability benefits; (6) long term disability benefits; (7) vision care benefits; (8) wellness programs; (9) cafeteria plan administration; (10) specified illness benefits; and (10) other employee benefits;

WHEREAS, the POLITICAL SUBDIVISION has determined that it is in the best interest of the SUBDIVISION and its employees to join in an interlocal cooperation agreement with other political subdivisions, namely the Lone Star Interlocal Cooperation Association - Select (Association), it is therefore,

RESOLVED, that effective \_\_\_\_\_ the POLITICAL SUBDIVISION does hereby adopt the Association Agreement attached hereto as Exhibit A which has been examined by the members of the COUNTY; and

RESOLVED, the POLITICAL SUBDIVISION hereby designates \_\_\_\_\_ as a director of the Association and authorizes him or her to act on behalf of the POLITICAL SUBDIVISION and as a director of the Association; and

RESOLVED, that the designee is hereby authorized and directed to execute any and all documents and to take whatsoever actions necessary to appropriate or facilitate the purposes of the Association.

5

9 / 14

effective on \_\_\_\_\_ The Board of Directors may upon a majority vote, extend the term of this Agreement beyond six years.

- b. The Board of Directors will have authority to adopt rules which are necessary and appropriate to promote and preserve the objectives of the Association. The Board of Directors will consist of the designated official of each entity. The Board of Directors will supervise the performance of this contract, research the market, and may, if needed, select a consultant, broker or administrator. The Board will consult with and make reports and recommendations to the Board of Trustees for each POLITICAL SUBDIVISION, administer the program, prepare and file periodic reports with each Board of Trustees from each Subdivision. The POLITICAL SUBDIVISIONS may agree to utilize a common consultant, administrator or broker but, in such events, shall individually enter into a contractual agreement with said person(s) or entities. The payment of monies for the cost of such insurance and/or services will be the responsibility of the Subdivision and will be made directly to the proper entity by each Subdivision. The Board of Directors will not have any direct control over the operations of the POLITICAL SUBDIVISIONS or its personnel, but are to advise and make recommendations to the Board of Trustees of each POLITICAL SUBDIVISION.

- c. The Board of Directors will serve without compensation, and will meet at least quarterly each year on dates convenient to the Board of Directors. The Board, by majority vote, will elect a Chairman to call and conduct meetings in accordance with the Roberts Rules of Order, Newly Revised. The business of the Board of Directors will be conducted by a majority of the Directors (or their assignee) who make up the Board of Directors.

- d. Each POLITICAL SUBDIVISION will make all payments in a timely fashion (within thirty (30) days of each billing) directly to the billing entity from current revenues available to POLITICAL SUBDIVISION. Each subdivision is responsible only for the billing(s) for their employees and dependents.

- e. The responsibilities to the individual employees of the POLITICAL SUBDIVISION will rest with the Board of Trustees of each POLITICAL SUBDIVISION. The Association will bear no direct responsibility to any employee (or dependent) of any particular Subdivision.

- f. There will not be any fee payment from one member of this Agreement to another for the performance of functions under this contract. Each POLITICAL SUBDIVISION will provide reimbursement on a participation basis for actual out of pocket expenses of the Association, as provided in (g) below.

- g. The Board of Directors has authority, by majority vote, to admit or dismiss political subdivisions into or out of the Association. The Board of Directors will further have the

2

6 / 14

COUNTY OF WINKLER

BY: \_\_\_\_\_  
 Name  
 \_\_\_\_\_  
 Title

CERTIFICATE

The Undersigned, authorized representative of **County of Winkler** hereby certifies that the foregoing is a true and correct copy of resolutions which were duly adopted by the Board of Trustees (Commissioner's Court) on the \_\_\_\_ day of \_\_\_\_\_, 2015, to be effective on the \_\_\_\_\_ and that said resolutions have not been in any wise amended, rescinded or revoked, and are in full force and effect as of the date hereof.

WITNESS my hand of the Political Subdivision this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
 Date  
 \_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Title

6

10 / 14

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, 2015 through September 30, 2016; 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 2016  
COUNTY OF LUBBOCK   §       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:

- 1. Provide autopsy services in accordance with the following:
  - a. Texas Code of Criminal Procedure, §§ 49.01 and 49.25
  - b. Texas Health and Safety Code, §§ 671.011, 672.012 and Chapter 693
  - c. Occupations Code, Chap. 151 (The Medical Practice Act)
  - d. Texas Government Code, Chap. 552 (Public Information Act)
- 2. Upon request, perform autopsies in all instance 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.
- 3. 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

- A. 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.
- B. 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 to such other cases in which LUBBOCK COUNTY might agree to appear. The CONTRACTING COUNTY District Attorney's Office is authorized to request such appearances.
- C. 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

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

CONTRACTING COUNTY will:

- 1. 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.
- 2. Provide proper written authorization by CONTRACTING COUNTY authorities to conduct the autopsy.
- 3. Provide medical records of the deceased, when available.
- 4. 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.*
- 5. 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 retrieval options:
  - a. CONTRACTING COUNTY shall send a representative to retrieve evidence; or
  - b. 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 CONTRACTING COUNTY for the cost of shipping, plus ten (10) percent; or
  - c. 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

- A. Payment for services shall be reimbursed by CONTRACTING COUNTY in accordance with Attachment A.
- B. 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:
  - 1. Laboratory tests, including toxicology;
  - 2. Radiology, including x-rays;
  - 3. Dental examinations, including x-rays;
  - 4. Anthropology examinations, including x-rays.
- C. 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.
- D. LUBBOCK COUNTY will send an invoice for payment to CONTRACTING COUNTY at, 100 EAST WINKLER, FIRST FLOOR COURTHOUSE, KERMIT, TX 79745. CONTRACTING COUNTY will send payment to LUBBOCK COUNTY at Lubbock County Medical Examiner's Office, P.O. Box 10536, Lubbock, TX 79408.

ARTICLE VII  
TERM AND TERMINATION

- A. The original term of this Agreement begins October 1, 2015 and ends September 30, 2016.
- 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 affecting 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 10536  
Lubbock, TX 79408-3536

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

CONTRACTING COUNTY: Charles M Wolf  
Winkler County Judge  
100 East Winkler  
First Floor Courthouse  
Kernit, 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 14 day of Sept, 2015.

LUBBOCK COUNTY

Tom Head, County Judge

WINKLER COUNTY

Charles M Wolf, County Judge

ATTEST:

Kelly Pinion, County Clerk

ATTEST:

COUNTY CLERK

APPROVED AS TO CONTENT:

Sridhar Natarajan, M.D., M.S.  
Chief Medical Examiner

REVIEWED FOR FORM:

Donna Clarke  
Civil Division  
Criminal District Attorney's Office

APPROVED AS TO CONTENT:

REVIEWED FOR FORM:

ATTACHMENT A  
FEE SCHEDULE

- I. Autopsy limited discovered remains (\$500 - \$2,000)
  - Human vs NonhumanAnalysis limited to received remains and may require expanded analysis with possible reclassification. (The LCME will discuss with submitting agency prior to further workup.)
- II. Autopsy External \$2,000
  - 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 LCME: \$2,000 - \$3,000
  - Forensic autopsy cost based and decided on extent of examination
  - Factors include extent of records and illnesses/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 result 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. Blunt trauma, gunshot, or sharp force wounds
  - g. Circumstance and evidence collection related deaths
  - h. Asphyxial, thermal, electrical, in 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 digital)/In the unexpected event of loss of digital capacity and a required need for film processing, the fees will be \$75 (minimum two) and \$40 for each additional x-ray.
- Drugs of abuse and select groups of major prescriptions and certain illicit substances.
- Solid tissue toxicology (Ex: from advanced decomposed remains) depending on required testing. Typical charges for this test is approximately \$500 for single solid organ basic toxicology testing.
- Special immuno-histochemical stains cost dependent on the test required
- Microbiology studies such as:
  - a. Anaerobic/aerobic tissue culture
  - b. Anaerobic/aerobic blood culture
  - c. Respiratory viral tissue panel
  - d. HIV
  - e. Viral hepatitis panel
- Vitreous electrolyte studies
- Vitreous toxicology
- Neogen panel
- Special histology stains such as:
  - a. Gram stain
  - b. GMS stain
  - c. PAS stain
- Mitochondrial DNA
- Hair analysis for toxicology
- Toxicology for volatiles
- Forensic Anthropology
- Forensic Odontology
- Forensic Entomology
- Recuts of glass slides
- Shipping and handling charges
- Criminal trial preparation, travel and testimony fees - \$325 per hour. Actual reimbursement for all other associated travel expenses
- Exhibit and photograph preparation cost estimate 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 48 hrs. Exceptions can be made on a case by case basis and requires approval by Chief LCME.

A motion was made by Commissioner Wolf and seconded by Commissioner Stevens to accept donation of 2009 Ford Pickup from Devon Energy Production Company to the Wink Volunteer Fire Department; 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 2016 Texas Department of Transportation Grant for Routine Airport Maintenance Program (RAMP) between Winkler County and Texas Department of Transportation in the amount of \$10,000.00. with County share of \$5,000.00 (1/2) and State share of \$5,000.00 (1/2); which motion became an order of the Court upon the following vote:

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

<p>TEXAS DEPARTMENT OF TRANSPORTATION GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM  (State Assisted Airport Routine Maintenance)</p> <p>TxDOT CSJ No.: M1606WNKC</p> <p><b>Part I - Identification of the Project</b></p> <p>TO:               The County of Winkler, Texas</p> <p>FROM:           The State of Texas, acting through the Texas Department of Transportation</p> <p>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").</p> <p>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.</p> <p>The project is for <b>airport maintenance</b> at the Winkler County Airport.</p> <p><b>Part II - Offer of Financial Assistance</b></p> <p>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.</p> <p>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.</p> <p>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.</p> <p>Services will not be accomplished by the State until receipt of Sponsor's share of project costs.</p>	
09/01/2015	Page 1 of 12
<p><b>Part III - Sponsor Responsibilities</b></p> <p>1.   In accepting this Grant, if applicable, the Sponsor guarantees that:</p> <p>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</p> <p>b.   the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and</p> <p>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</p> <p>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</p> <p>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</p> <p>f.   it shall not permit non-aeronautical use of airport facilities without prior approval of the State; and</p> <p>g.   the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and</p> <p>h.   all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and</p> <p>i.   an Airport Fund shall be established by resolution, order or ordinance in the</p>	
09/01/2015	Page 3 of 12
<p><b>Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.</b></p> <p>Work shall be accomplished by August 31, 2016, unless otherwise approved by the State.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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).</p> <p>4.   The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.</p> <p>5.   Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 50% of allowable charges.</p> <p>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 account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or 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</p> <p>j.   the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and</p> <p>k.   insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.</p> <p>l.   mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.</p> <p>2.   The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.</p> <p>3.   The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.</p>	
09/01/2015	Page 4 of 12

- 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.
- 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.
  - 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.
  - 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.
  - 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

- 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.
- 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:
  - 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;
  - enter into contracts as necessary for execution of scope of services;
  - 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

09/01/2015

Page 5 of 12

- orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.
- 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.
  - 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.
  - 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.
  - All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

09/01/2015

Page 7 of 12

- 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;
- receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
  - 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.
  - reimburse sponsor for approved contract maintenance costs no more than once a month.

PART V - Recitals

- 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.
- 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.
- This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
  - 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

09/01/2015

Page 6 of 12

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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The County of Winkler, Texas  
Sponsor

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Sponsor Signature

\_\_\_\_\_  
Witness Title

\_\_\_\_\_  
Sponsor Title

Certificate of Attorney

I, \_\_\_\_\_, 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 \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Attorney's Signature

\_\_\_\_\_  
Witness Title

09/01/2015

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: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment A  
Scope of Services  
TxDOT CSJ No.:M1606WNKC

Eligible Scope Item:	Estimated Costs Amount A	State Share Amount B	Sponsor Share Amount C
GENERAL MAINTENANCE	\$10,000.00	\$5,000.00	\$5,000.00
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
Special Project	\$0.00	\$0.00	\$0.00
TOTAL	\$10,000.00	\$5,000.00	\$5,000.00

Accepted by: The County of Winkler, Texas

Signature \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

CERTIFICATION OF AIRPORT FUND

TxDOT CSJ No.: M1606WNKC

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: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Certification of State Single Audit Requirements

I, \_\_\_\_\_, 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 \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT CSJ Number: M1606WNKC

The County of Winkler designates, \_\_\_\_\_ (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: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

DESIGNATED REPRESENTATIVE

Mailing Address: \_\_\_\_\_

Overnight Mailing Address: \_\_\_\_\_

Telephone/Fax Number: \_\_\_\_\_

Email address: \_\_\_\_\_

A motion was made by Commissioner Thompson and seconded by Commissioner Neal to approve amending the Juvenile Probation budget in the amount of \$55,000.00 for juvenile detention and residential placement from contingency 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 Agreement for Transfer of Entitlements between Winkler County Airport and Federal Aviation Administration; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson

Noes: None





U.S. Department  
of Transportation  
Federal Aviation  
Administration

TXDOT  
(Name of Transferor-Sponsor)

**AGREEMENT FOR TRANSFER OF ENTITLEMENTS**

In accordance with section 47117(c)(2) of Title 49 U.S.C. (hereinafter called the "Act").

THE COUNTY OF WINKLER, TEXAS  
(Name of Transferee-Sponsor)

Hereby waives receipt of the following amount of funds apportioned to it for each fiscal year specified under section 47114(c)(1) of the Act.

	Amount	Fiscal Year
\$	150,000	2012
TOTAL \$	150,000	

On the condition that the Federal Aviation Administration makes the waived amount available to:

TXDOT  
(Name of Transferee-Sponsor)

for eligible projects under section 47104(a) Act. This waiver shall expire on earlier of 09-30-2015  
(date) or when the availability of apportioned funds would lapse under section 47117(b) of the Act.

**FOR THE UNITED STATES OF AMERICA**  
**FEDERAL AVIATION ADMINISTRATION**

(Signature) \_\_\_\_\_  
David Fulton  
(Typed Name)  
Director, Aviation Division  
(Title)  
(Date) \_\_\_\_\_

**FOR WINKLER COUNTY, TEXAS**

(Signature) \_\_\_\_\_  
Charles M. Wolf  
(Typed Name)  
County Judge  
(Title)  
8-27-15  
(Date)

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, Robert Scott, acting as Attorney for the Sponsor do hereby certify:  
That I have examined the foregoing Agreement and find that the Sponsor has been duly authorized to make such transfer and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of Texas and the Act.  
Dated at Kermit, Texas this 27 day of August  
By: Robert Scott  
(Signature of Sponsor's Attorney)

FAA Form 5100-110 (10-89)

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Inmate Agreement between Winkler County and City of Kermit effective October 01, 2015 for housing of City prisoners and Winkler County Law Enforcement Center; which motion became an order of the Court upon the following vote:

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

**INMATE AGREEMENT**

This agreement is entered into effective October 1, 2015 between Winkler County, Texas, (County), and the City of Kermit, Texas (City), upon the following terms and conditions:

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

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

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

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

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

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

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

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

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

**X**  
This contract shall be for a term of one (1) year ending September 30, 2016 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

Sherrill Reed  
Sherrill Reed

**ATTEST:**  
CITY SECRETARY

\_\_\_\_\_  
Diana Franco

WINKLER COUNTY, TEXAS

BY: Charles M. Wolf  
Charles M. Wolf, County Judge

CITY OF KERMIT

BY: \_\_\_\_\_  
Jerry Phillips, Mayor

A motion was made by Commissioner Thompson and seconded by Commissioner Neal to approve Agreement between Winkler County and Winkler County Memorial Hospital for the period of October 01, 2015 through September 30, 2016 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

17

09-14-2015

AGREEMENT

This Agreement is entered into, by and between Winkler County and Winkler County Memorial Hospital, for the period October 1, 2015, through September 30, 2016, 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:

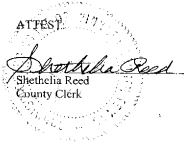
Winkler County Memorial Hospital will prepare meals on site in accordance with guidelines furnished by the funding agencies, and the number of meals to be prepared daily will be directed by the Meals Program Coordinator.

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.

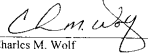
Winkler County Memorial Hospital will bill Winkler County on or before the 10<sup>th</sup> day of each month for the meals prepared during the previous month in accordance with this agreement. Winkler County will pay Winkler County Memorial Hospital at the rate of \$4.25 per meal within 30 days after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

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

Executed effective September 14, 2015.



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

BY:   
Charles M. Wolf  
Winkler County Judge

Date \_\_\_\_\_

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

BY: \_\_\_\_\_  
Administrator

Date \_\_\_\_\_

A motion was made by Commissioner Stevens and seconded by Commissioner Neal to approve payment in the amount of \$7,479.60 to Kirby Smith Machinery, Inc., for repair of John Deere 670D Grader from Area I Road and Bridge maintenance budget; 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 \$4,725.00 to Robinson, Johnston and Patton, LLP for audited tax roll financial statement for the year ended June 30, 2015 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 Wolf and seconded by Commissioner Stevens to approve the following Pipeline Construction and Indemnity Contracts between Winkler County and Plains Pipeline LP:

(a) County Road 202 for 20" crude oil pipeline;

County Road Number 202  
Precinct Number

PIPELINE CONSTRUCTION  
AND  
INDEMNITY CONTRACT

State of Texas  
County of Winkler

Come now, Winkler County Commissioners' Court, by and through The Honorable Charles M. Wolf, County Judge, and (Plains Pipeline LP), Applicant, which makes this a contract governing the installation of a (Crude Oil) 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 (Plains Pipeline LP). Winkler County agrees to grant (Plains Pipeline LP) at their expense, the right to construct (i.e. road crossing for 20" pipeline) at County Road 202.

LAT: N031°47'40.01"  
LONG: W103°09'23.22"

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 use only bore pipe or cased pipe. All polyethylene pipe shall be cased.

d. The bore shall be no less than four feet (4') from the road on each side.

e. Applicant shall bury said pipeline to a depth consistent with the Odessa District of the Texas Department of Transportation requirements from easement to easement.

f. Applicant shall install and maintain suitable buried markers indicating the location of Applicant's Facility in the crossing area.

g. 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.

h. Applicant shall notify Winkler County 48 hours prior to the commencement of any ground disturbance within 50 feet of Winkler County's easement to enable a field representative to locate and identify the limits of Winkler County's road easements.

i. 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.

j. 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.

k. The Applicant shall inform its contractor of their responsibilities regarding any construction or installation of a facility subject to this Agreement.

l. Prior to commencement of any work, Applicant shall provide to Winkler County the required I-100-DIG-TESS form.

m. 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.

n. 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.

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 within 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 venturing 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 (\$1,000.00/100) of every 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.

County Road Number 202  
Precinct Number

c. 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 thereunder.

d. Applicant shall cover any Winkler County road or easement damage with rock quantity and quality of backfill material as is specified by Winkler County field representative prior to the Applicant commencing backfilling operations.

e. Applicant shall, as soon as it is reasonably practical after the completion of Applicant's work in the crossing area, remove 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.

f. 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.

5. The whole of the cost of the work with respect to Applicant's facility in the crossing area shall be borne by Applicant.

6. 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.

7. The costs associated with the location and identification of (Plains Pipeline LP)'s pipeline 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.

8. 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.

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 14 day of September, 2015, the minutes of which duly reflect the same.

SIGNED AND ENTERED INTO on this 14 day of September, 2015

WINKLER COUNTY  
By Charles M. Wolf  
County Judge

(Pipeline Company Name)  
PLAINS PIPELINE, L.P.  
By Georgina Polydora  
Contractor

By Georgina Polydora  
Printed Name  
Title Vice President  
Address 6001 N. Loop West, Suite 5306  
Midland, TX 79705  
Telephone 409-685-9622  
Cellular Telephone  
Fax

County Road Number 202  
Precinct Number

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 hereto.

5. **LIABILITY AND INDEMNITY**

Applicant shall

a. be liable to Winkler County for all lost, 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. (Plains Pipeline LP) 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 subject to the County right of way.

9. (Plains Pipeline LP) 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 it is the claim, 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, (Plains Pipeline LP) 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 (Plains Pipeline LP) fail to pay the County within the sixty (60) day period referred to in the foregoing paragraph, (Plains Pipeline LP) 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 (Plains Pipeline LP) is obligated 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.

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.

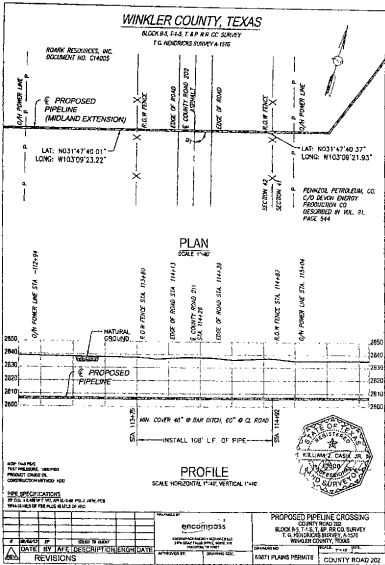
Entry into this contract by the County was authorized by official act of the Winkler County Commissioners' Court taken during a meeting which occurred on the 14 day of September, 2015, the minutes of which duly reflect the same.

SIGNED AND ENTERED INTO on this 14 day of September, 2015

WINKLER COUNTY  
By Charles M. Wolf  
County Judge

(Pipeline Company Name)  
PLAINS PIPELINE, L.P.  
By Georgina Polydora  
Contractor

By Georgina Polydora  
Printed Name  
Title Vice President  
Address 6001 N. Loop West, Suite 5306  
Midland, TX 79705  
Telephone 409-685-9622  
Cellular Telephone  
Fax



(b) County Road 202 for 20" crude oil pipeline;

County Road Number 202  
Precinct Number

PIPELINE CONSTRUCTION  
AND  
INDEMNITY CONTRACT

State of Texas  
County of Winkler

Comes now Winkler County Commissioners' Court, by and through The Honorable Charles M. Wolf, County Judge, and (Plains Pipeline LP), Applicant, which make this contract governing the installation of a (Crude Oil) 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 (Plains Pipeline LP). Winkler County agrees to grant (Plains Pipeline LP) at their expense, the right to construct (i.e. road crossing for 20" pipeline) at County Road 202.

LAT: N01°47'40.81"  
LONG: W103°09'23.32"

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 use only bore pipe or cased pipe. All polyethylene pipe shall be cased.
- d. The bore shall be no less than four feet (4') from the road on each side.
- e. Applicant shall bury said pipeline to a depth consistent with the Odessa District of the Texas Department of Transportation requirements from easement to easement.
- f. Applicant shall install and maintain suitable barred markers indicating the location of Applicant's Facility in the crossing area.
- g. 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.
- h. Applicant shall notify Winkler County 48 hours prior to the commencement of any ground disturbance within 50 feet of Winkler County's easement to enable a field representative to locate and identify the limits of Winkler County's road easements.
- i. 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.
- j. 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.
- k. The Applicant shall inform its contractors of their responsibilities regarding any construction or installation of a facility subject to this Agreement.
- l. Prior to commencement of any work, Applicant shall provide to Winkler County the required 1-800-DIG-TESS form.
- m. 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.
- n. 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.

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 within 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 contract, 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.

Road Book (Revised March 11, 2015)

Page 1

County Road Number 202  
Precinct Number

County Road Number 202  
Precinct Number

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 14 day of September, 2015, the minutes of which duly reflect the same.

SIGNED AND ENTERED INTO on this 14 day of September, 2015

WINKLER COUNTY

By: Charles M. Wolf  
County Judge

(Pipeline Company Name)  
PLAINS PIPELINE, L.P.  
By: George N. Phyllos, Jr.  
Title: Vice President  
Address: 10 Delta Drive, Suite 5506  
Midland, TX 79706  
Telephone: 432-683-9622  
Cellular Telephone:  
Fax:

Road Book (Revised March 11, 2015)

Page 3

Road Book (Revised March 11, 2015)

Page 4

20

09-14-2015

(c) County Road 211 for 20" crude oil pipeline; and

County Road Number - 211  
Precinct Number

PIPELINE CONSTRUCTION  
AND  
INDEMNITY CONTRACT

State of Texas  
County of Winkler

Comes now Winkler County Commissioners' Court, by and through The Honorable Charles M. Wolf, County Judge, and (Plains Pipeline LP), Applicant, which makes this a contract governing the installation of a (Crude Oil) 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 (Plains Pipeline LP). Winkler County agrees to grant (Plains Pipeline LP) at their expense, the right to construct (i.e. road crossing for 20" pipeline) at County Road 211

LAT: N31°47'51.21"  
LONG: W103°08'36.20"

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 insurance 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 use only bore pipe or casing pipe. All polyethylene pipe shall be used.

d. The bore shall be no less than four feet (4') from the road on each side.

e. Applicant shall bury said pipeline to a depth consistent with the Odessa District of the Texas Department of Transportation requirements from easement to easement.

f. Applicant shall install and maintain suitable buried markers indicating the location of Applicant's Facility in the crossing area.

g. 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.

h. 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.

i. 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.

j. 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.

k. The Applicant shall inform its contractors of their responsibilities regarding any construction or installation of a facility subject to this Agreement.

l. Prior to commencement of any work, Applicant shall provide to Winkler County the required 1-800-DIG-TESS form.

m. 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.

n. 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.

Revised March 11, 2015

Page 1

County Road Number 211  
Precinct Number

6. 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.

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 Assignor'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 or 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. (Plains Pipeline LP) 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. (Plains Pipeline LP) 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, (Plains Pipeline LP) 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 (Plains Pipeline LP) fail to pay the County within the sixty (60) day period referred to in the foregoing paragraph, (Plains Pipeline LP) 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. (Plains Pipeline LP) is obligated to pay with respect to the matter to which indemnity is given by this contract, from the date such expenses or costs are accrued, or such sums are paid by the County.

Revised March 11, 2015

Page 3

County Road Number 211  
Precinct Number

e. 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.

f. 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.

g. Applicant shall, as soon as it is reasonably practical after the completion of Applicant's work in the crossing area, remove 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 constructed.

h. 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.

i. The whole of the cost of the work with respect to Applicant's facility in the crossing area shall be borne by Applicant.

j. 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.

k. The costs associated with the location and identification of (Plains Pipeline LP)'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.

l. 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 within 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 covenants, if 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.

Revised March 11, 2015

Page 2

County Road Number 211  
Precinct Number

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 12 day of September A.D., 2015, the minutes of which duly reflect the same.

SIGNED AND ENTERED INTO on this 14 day of September A.D. 2015

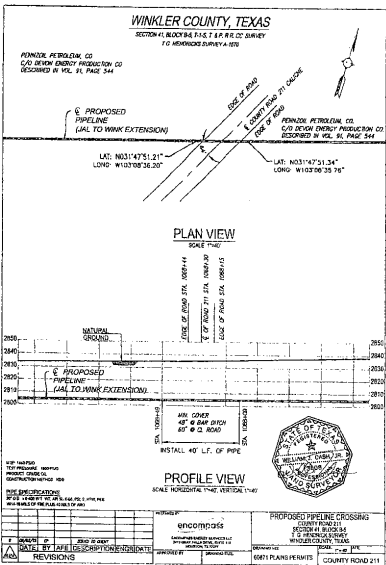
WINKLER COUNTY

By: Charles M. Wolf  
Winkler County Judge

(Pipeline Signature Name)  
By: Plains Pipeline LP  
Printed Name: Gordon Velazquez, Jr.  
Title: Vice President  
Address: 10050 N. 11th, Suite 550  
Midland, TX 79708  
Telephone: 432-693-9673  
Cellular Telephone:  
Fax:

Revised March 11, 2015

Page 4



(d) County Road 211 for 20" crude oil pipeline

County Road Number 211  
Precinct Number

PIPELINE CONSTRUCTION  
AND  
INDEMNITY CONTRACT

State of Texas  
County of Winkler

Comes now Winkler County Commissioners' Court, by and through The Honorable Charles M. Wolf, County Judge, and (Plains Pipeline LP), Applicant, which makes this a contract governing the installation of a (Crude Oil) 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 (Plains Pipeline LP). Winkler County agrees to grant (Plains Pipeline LP) at their expense, the right to construct (i.e. road crossing for 20" pipeline) at County Road 211.

LAT: N031°47'51.02"  
LONG: W103°08'36.31"

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 use only bare pipe or cased pipe. All polyethylene pipe shall be cased.

d. The bore shall be no less than four feet (4') from the road on each side.

e. Applicant shall bury said pipeline to a depth consistent with the Oklahoma District of the Texas Department of Transportation requirements from easement to easement.

f. Applicant shall install and maintain suitable buried markers indicating the location of Applicant's Facility in the crossing area.

g. 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.

h. 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.

i. 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.

j. 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.

k. The Applicant shall inform its contractors of their responsibilities regarding any construction or installation of a facility subject to this Agreement.

l. Prior to commencement of any work, Applicant shall provide to Winkler County the required I-800-HDG-TESS form.

m. When necessary to protect the public, the Applicant shall fence or barricade the area around the excavation and shall erect such warning signs as are required.

n. 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, keep the crossing area during any such crossing of equipment.

Road Book (Revised March 11, 2015)

Page 1

County Road Number 211  
Precinct Number

o. 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.

p. 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.

q. 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.

r. 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.

s. The whole of the cost of the work with respect to Applicant's facility in the crossing area shall be borne by Applicant.

t. 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.

u. The costs associated with the location and identification of (Plains Pipeline LP)'s pipeline or the acquisition 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, three extended costs, including the first three (3) days, will be charged to the Applicant.

v. 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 within 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 canopy 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 damage 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.

Road Book (Revised March 11, 2015)

Page 2

County Road Number 211  
Precinct Number

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.

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 agree to be bound by its 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. (Plains Pipeline LP) 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. (Plains Pipeline LP) 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 its 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 time 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, (Plains Pipeline LP) 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 (Plains Pipeline LP) fail to pay the County within the sixty (60) day period referred to in the foregoing paragraph, (Plains Pipeline LP) 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 (Plains Pipeline LP) is obligated 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.

Road Book (Revised March 11, 2015)

Page 3

County Road Number 211  
Precinct Number

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 12<sup>th</sup> day of September, 2015, the minutes of which duly reflect the same.

SIGNED AND ENTERED INTO on this the 14<sup>th</sup> day of September 2015

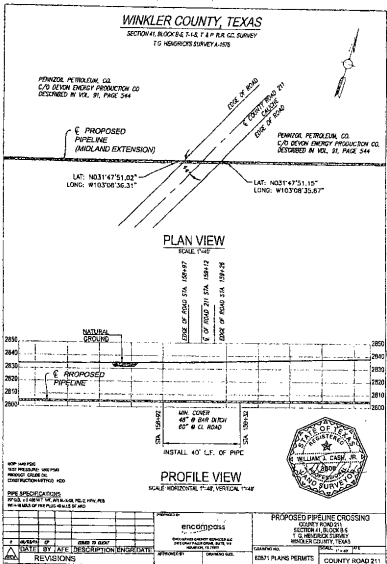
WINKLER COUNTY

By: Charles M. Wolf  
Winkler County Judge

(Pipeline Company Name)  
PLAINS PIPELINE LP  
By: George N. Polyzos, Jr.  
Printed Name: George N. Polyzos, Jr.  
Title: Vice President  
Address: 10088 North Duffie Street  
Midland, TX 79706  
Telephone: 432-445-8632  
Cellular Telephone:  
Fax:

Road Book (Revised March 11, 2015)

Page 4



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 Pipeline Construction and Indemnity Contract between Winkler County and Plains Pipeline LP:

(a) County Road 205 for 24" crude oil pipeline - one time excavation down to 24" and topped with cement and premix, with Commissioner Wolf, Precinct No. 2, to oversee project

County Road Number: 205  
Precinct Number:

PIPELINE CONSTRUCTION  
AND  
INDEMNITY CONTRACT

State of Texas  
County of Winkler

Between Winkler County Commissioners' Court, by and through The Honorable Charles M. Wolf, County Judge, and Plains Pipeline LP, Applicant, which makes this a contract governing the construction of a (crude oil) 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 Plains Pipeline LP. Winkler County agrees to grant Plains Pipeline LP its full and complete right to construct (i.e. construct the pipeline) at County Road 205.

2. LAT: N01M47.77"  
LONG: W103W97.98"

3. CONDITIONS

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

- Applicant shall comply with all requirements of the Texas Underground Facility Damage and Safety Act, Section 701, et seq., Texas Utilities Code, and various all rules and regulations pursuant to that statute.
- Applicant shall employ the method of directional boring, also known as horizontal directional drilling or HDD, rather than trenching or cutting.
- Applicant shall not only have pipe to cover pipe. All previously pipe shall be used.
- The bore shall be no less than four feet (4') from the road on each side.
- Applicant shall bury and pipe to a depth consistent with the Opened District of the Texas Department of Transportation requirements to be installed.
- Applicant shall install well sealed and suitable bonded casings radiating the location of Applicant's facility in the crossing area.
- 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.
- Applicant shall notify Winkler County at least prior to the commencement of any ground disturbance within 20 feet of Winkler County's easement to enable a field representative to locate and identify the limits of Winkler County's road easement.

- During its operations pursuant to this Agreement, Applicant shall have available at the crossing area a copy of this Agreement approved by Winkler County Commissioners' Court.
- 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.
- The Applicant shall inform its contractors of their responsibilities regarding any excavation or installation of a facility subject to this Agreement.
- Prior to commencement of any work, Applicant shall provide to Winkler County the required 1-800-895-1335 form.
- 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.
- 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, stop the crossing area during any such crossing of equipment.

County Road Number: 205  
Precinct Number:

- 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 beneath.
- Applicant shall ensure any Winkler County road or easement damaged with such property and quality of material material as is specified by Winkler County field representative prior to the Applicant commencing the facility operations.
- Applicant shall, as soon as it is reasonably practical after the completion of Applicant's work in the crossing area, ensure 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.
- 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 undertaken, and shall forthwith give written notice to Winkler County.
- The value of the cost of the work with respect to Applicant's facility in the crossing area shall be borne by Applicant.
- Applicant shall be liable for the full cost of 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.
- The costs associated with the location and identification of Plains Pipeline LP's pipelines or the supervision or maintaining of work in the crossing area shall not be charged to the Applicant for short term work. However, if Applicant's work exceeds past three (3) working days, then estimated costs, including the first three (3) days, will be charged to the Applicant.
- 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.

4. 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 within (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) of quantity road removed from right-of-way or replaced by an equivalent damages for breach of the aforementioned covenants, in being agreed between Applicant and Winkler County that the above damages to Winkler County in the event of such breach are proportional to the actual loss and that the aforesaid amount is a reasonable estimate thereof.

5. FURTHER WORK

- 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 have entered into the party, and the provisions of this Agreement shall apply mutatis mutandis to all subsequent work undertaken by either party.
- Notwithstanding the foregoing, installation of any facility other than those covered by this Agreement, shall require a separate crossing agreement.

County Road Number: 205  
Precinct Number:

- 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 thereof.

6. LIABILITY AND INDEMNITY

Applicant shall

- 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;
- indemnify Winkler County against all claims, 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.

7. 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 Assignor's written notification that the Assignor is familiar with the terms of this Agreement and agrees to be bound by the terms of this Agreement.

- Winkler County does not promise 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 exceeds what the easement of the County Road in Exhibit A.
- Plains Pipeline LP hereby certifies that they hold separate 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 agreements or other legal right to place the pipeline upon ground adjacent to the County right of way.
- Plains Pipeline LP hereby agrees to indemnify and hold 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 claim, 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 and removed.
- If the County, in the enforcement of any part of this Agreement, shall incur necessary expenses, or become obligated to pay attorney's fees or court costs, Plains Pipeline LP agrees to reimburse the County for such expenses, attorney's fees, or court costs within (60) days after receiving written notice from the County of the incurring of such expenses, attorney's fees, costs or obligations.
- Should Plains Pipeline LP fail to pay the County within the sixty (60) day period referred to in the foregoing paragraph, Plains Pipeline LP agrees to pay interest at the rate of eighteen (18) percent per annum on the amount that are past due at the time of the payment or until payment by the County as the enforcement of this contract or any part thereof. Plains Pipeline LP 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 costs are paid by the County.

County Road Number: 205  
Precinct Number:

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 14 day of September, 2015, at 10:15 a.m., the minutes of which duly reflect the same.

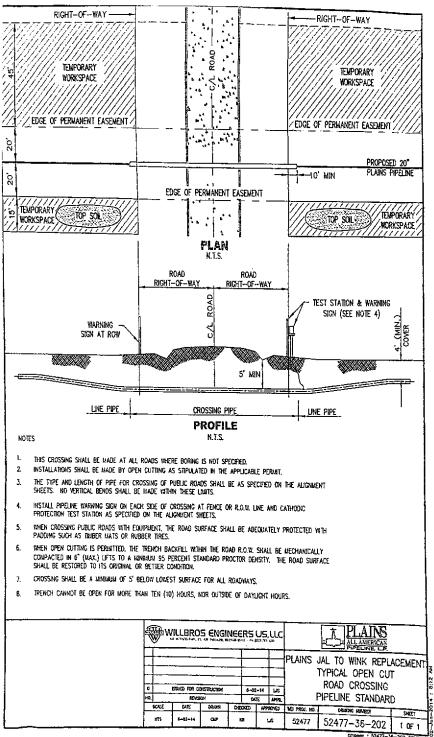
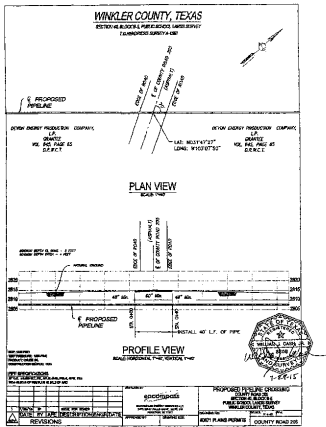
SIGNED AND ENTERED INTO on this 14 day of September, 2015

WINKLER COUNTY  
By: Charles M. Wolf  
Winkler County Judge

(Pipeline Company Name)

By: [Signature]  
Title: [Signature]  
Address: 10000 Highway 10, Suite 550  
Wichita, KS 67202  
Telephone: 316-262-9622  
Fax:

9-14-2015  
See attached Addendum for specific  
on execution of this application  
[Signature]



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

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

County Judge introduced Adiel Alvarado, Medical Center Hospital, as Interim Winkler County Memorial Hospital Administrator.

There were no line item transfer(s), budget amendment(s) or salary schedule change(s) for Winkler County Memorial Hospital for the Court to consider at this time.

A motion was made by Commissioner Neal and seconded by Commissioner Stevens to receive the following Monthly Reports from County Officials of fees earned and collected for the month of August, 2015:



MONTHLY REPORTS

For the Month of <u>August 2015</u>		Date	Amount
Tommy Duckworth, Co Attorney Fee _____	Hot Check _____	Received _____	
Charles Wolf, County Judge _____			
Minerva Soltero, Tax Assessor _____			
Shethelia Reed, County Clerk _____			
Glenda Mixon, JP Precinct #2 _____	8-31-15		\$430.30
Sherry Terry, District Clerk _____	9-2-15		\$1881.24
Erma Coleman, JP Precinct #1 _____	9-11-15		\$10,109.07
George Keely, Sheriff _____	for July 2015 8/19/15 \$2533.28	9/3/15	\$1742.05
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 _____	9-2-15		Q
Richard Crow, Constable Pct #1 _____			

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 14, 2015

<b>UNDESIGNATED</b>			
CH MAINTENANCE	10-203-0900	\$ 1,000.00	
CONTINGENCY	10-230-0830		\$ 1,000.00
CONTINGENCY TO CAPITAL FOR REPAIR TO COURTHOUSE PLUMBING			
<b>UNDESIGNATED</b>			
CAPITAL EXPENDITURES	10-230-0801	\$ 13,000.00	
CONTINGENCY	10-230-0830		\$ 13,000.00
CONTINGENCY TO CAPITAL FOR PAVILLIONS AT COURTHOUSE			
<b>NONDESIGNATED</b>			
CAPITAL EXPENDITURES	10-230-0801	\$ 21,817.00	
DEDICATED RESERVES	10-600-0850		\$ 21,817.00
TOBACCO SETTLEMENT FUNDS TO CAPITAL FOR PURCHASE OF 2016 POLARIS RAZOR FOR EMS			
<b>NONDESIGNATED</b>			
CAPITAL EXPENDITURES	10-230-0801	\$ 32,114.00	
DEDICATED RESERVES	10-600-0850		\$ 32,114.00
TOBACCO SETTLEMENT FUND TO CAPITAL FOR PURCHASE OF 2 LUCAS UNITS			
<b>JUVENILE PROBATION</b>			
SECURE PLACEMENT	10-243-0892	\$ 55,000.00	
CONTINGENCY	10-230-0830		\$ 55,000.00
CONTINGENCY TO RESIDENTIAL PLACEMENT			
<b>EXHIBITION BLDG WINK</b>			
TELEPHONE & INTERNET	10-207-0400	\$ 800.00	
UTILITIES	10-207-0500		\$ 800.00
UTILITES TO TELEPHONE			
<b>KERMIT PARKS</b>			
TELEPHONE & INTERNET	10-209-0400	\$ 500.00	
UTILITIES	10-209-0500		\$ 500.00
UTILITES TO TELEPHONE			
<b>KERMIT LIBRARY</b>			
SUPPLIES	10-214-0300	\$ 1,000.00	
UTILITES	10-214-0500		\$ 1,000.00
UTILITIES TO SUPPLIES			
<b>TAXES &amp; INSURANCE</b>			
WORKERS COMP	10-229-0520	\$ 11,000.00	
TCDRS CONTRIBUTION	10-229-0570		\$ 11,000.00
TCDRS TO WORKERS COMP			

WINKLER COUNTY  
LINE ITEM ADJUSTMENTS  
SEPTEMBER 14, 2015

<b>COUNTY BARN</b>			
TELEPHONE & INTERNET	10-305-0400	\$ 600.00	
UTILTIES	10-305-0500		\$ 600.00
UTILITES TO TELEPHONE			
<b>ROAD &amp; BRIDGE AREA 1</b>			
EQUIP OPTR/TRUCK DRIVER	10-311-0110	\$ 35,702.00	
GENERAL LABOR	10-311-0200		\$ 35,702.00
GENERAL LABOR TO ROAD & BRIDGE 1			

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 AMENDMENTS  
SEPTEMBER 14, 2015

NONDESIGNATED

CAPITAL EXPENDITURES            10-230-0801    \$   10,000.00  
TRANSFER FROM RESERVES       10-104-2260    \$   10,000.00  
TO RECORD REV & EXP FOR COURTROOM CARPET

ROAD & BRIDGE

CAPITAL EXPENDITURES            10-230-0801    \$  112,701.00  
TRANSFER FROM RESERVES       10-104-2260    \$  112,701.00  
TO RECORD REV & EXP FOR 2016 MACK DUMP TRUCK

ROAD & BRIDGE

MAINTENANCE                        10-305-0900    \$   3,106.00  
TRANSFER FROM RESERVES       10-104-2260    \$   3,106.00  
TO RECORD REV & EXP FOR REPAIR TO CHIP SPREADER

ROAD & BRIDGE

CAPITAL EXPENDITURES            10-230-0801    \$   40,000.00  
TRANSFER FROM RESERVES       10-104-2260    \$   40,000.00  
TO RECORD REV & EXP FOR PURCHASE OF BOMAG ROLLER

ROAD & BRIDGE

CAPITAL EXPENDITURES            10-230-0801    \$   42,950.00  
TRANSFER FROM RESERVES       10-104-2260    \$   42,950.00  
TO RECORD REV & EXP FOR PURCHASE OF (2) TRACTOR MOWERS PRCT 2 & PRCT 3

GOLF COURSE

CAPITAL EXPENDITURES            10-230-0801    \$   20,884.00  
TRANSFER FROM RESERVES       10-104-2260    \$   20,884.00  
TO RECORD REV & EXP FOR PURCHASE OF JOHN DEERE PROGATOR FOR GOLF COURSE

KERMIT LIBRARY

EQUIPMENT                            10-214-0800    \$   4,995.00  
TRANSFER FROM RESERVES       10-104-2260    \$   4,995.00  
TO RECORD REV & EXP FOR PURCHASE OF COPIER AT KERMIT LIBRARY

TAX ASSESSOR

ADVALOREM TAXES                   10-104-2010    \$   40,000.00  
DELINQUENCY COLLECTOR          10-405-1120    \$   40,000.00  
TO FUND DELINQUENCY FEE FOR COLLECTION OF ADV TAXES

EMS

EMS REVENUE                         10-104-2120    \$   25,000.00  
INTERMEDIX                          10-236-1571    \$   25,000.00  
TO FUND COMMISSION FEES FOR INTERMEDIX

WINKLER COUNTY  
BUDGET AMENDMENTS  
SEPTEMBER 14, 2015

EMS

SUPPLIES                               10-236-0300    \$   4,050.00  
EMS GRANT FUNS                      10-104-2360    \$   4,050.00  
TO RECORD REV & EXP FOR EMS JRAC GRANT FOF VEIN VEIWDERS

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 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