

THE STATE OF TEXAS        )  
                                     :  
COUNTY OF WINKLER        )

On this the 9<sup>th</sup> day of March, 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:

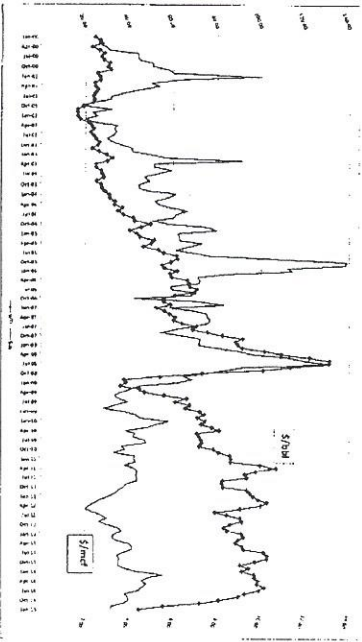
- |                    |  |
|--------------------|--|
| Charles M. Wolf    | County Judge   |
| Billy Stevens      | Commissioner, Precinct No. 1                                 |
| Robbie Wolf        | Commissioner, Precinct No. 2                                 |
| Randy Neal         | Commissioner, Precinct No. 3                                 |
| Billy Ray Thompson | Commissioner, Precinct No. 4                                 |
| Shethelia Reed     | County Clerk and Ex-Officio<br>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.

Following introduction by Connie Carpenter, Winkler County Chief Appraiser, the Court heard presentation of Doug Osterloh, President and Stephen Campbell, Vice President of Thomas Y. Pickett & Company, Inc regarding mineral property valuations.

Historical Oil and Gas Prices



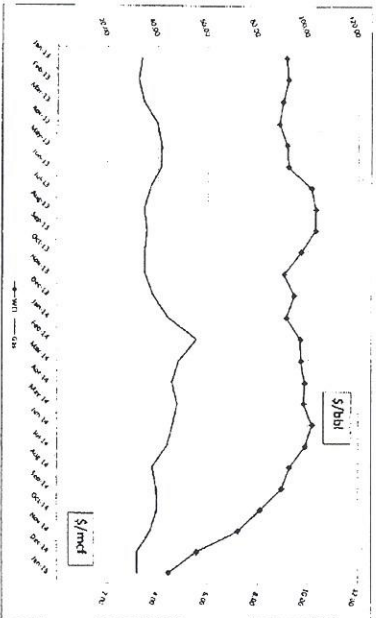
Factors Behind Falling Prices

- Growth in US tight oil production coupled with weak global oil demand
- OPEC's unwillingness to cut production
- Generally somber market expectations regarding long term demand
- Strengthening US dollar

2015 WINKLER  
COUNTY MINERAL  
VALUE UPDATE

T. Y. Pickett & Co.

Historical Oil and Gas Prices



Section 23.175 Review

Texas Tax Code Sec. 23.175

12 Month Average Price

X

Price Adjustment Factor\*

Appraisal Price (EIA Forecast)

Price Adjustment Factor =

EIA Forecast Price divided by

prior year 12 month average

price.

Table 2. U.S. Energy Prices  
U.S. Energy Information Administration

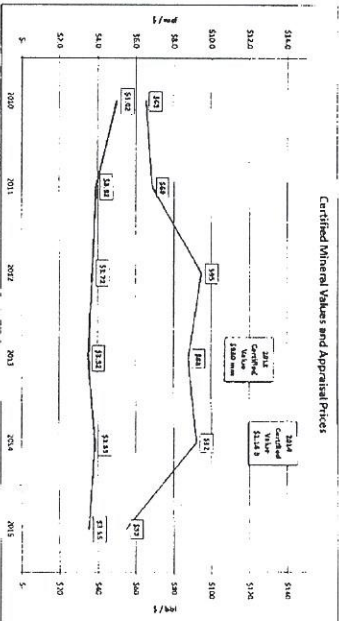
	2014	2015
Crude Oil (dollars per barrel)		
West Texas Intermediate Spot Average	\$3.26	\$4.56
Brent Spot Average	\$9.02	\$7.58
Imported Averaged	\$9.09	\$7.26
Natural Gas		
Henry Hub Spot (dollars per thousand cubic feet)	4.52	3.55

Oil and Gas Appraisal Prices

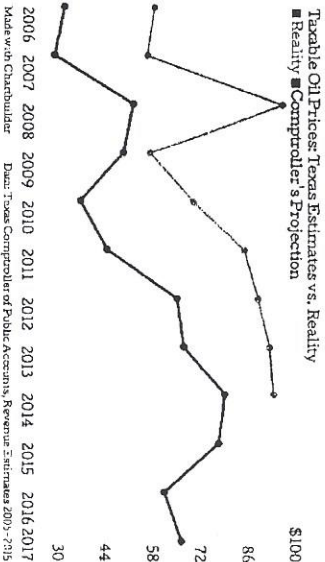
2014	Oil (\$/bbl)	2015	Oil (\$/bbl)
2014 EIA (App'l) Price	\$96.21	2015 EIA (App'l) Price	\$54.58*
January 2014 Price	\$94.76	January 2015 Price	\$47.22
2013 Average Price	\$98.59	2014 Average Price	\$93.26
2014	Gas (\$/mcf)	2015	Gas (\$/mcf)
2014 EIA (App'l) Price	\$3.86	2015 EIA (App'l) Price	\$3.55*
January 2014 Price	\$4.41	January 2015 Price	\$3.19
2013 Average Price	\$3.66	2014 Average Price	\$4.52

\* Preliminary EIA  
forecast to be  
released in mid-April.

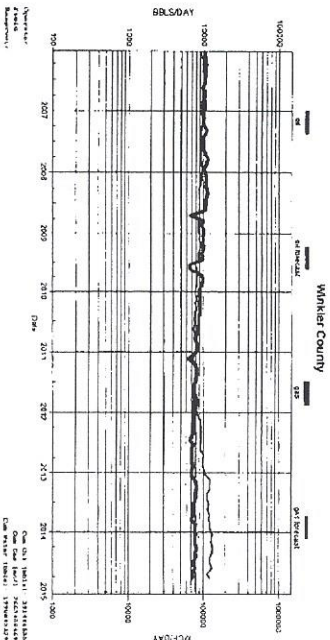
Certified Values and Prices



23.175 Review



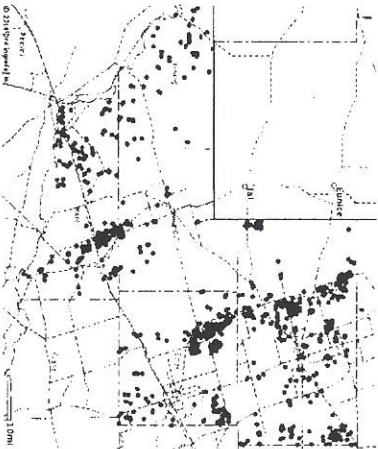
County Production



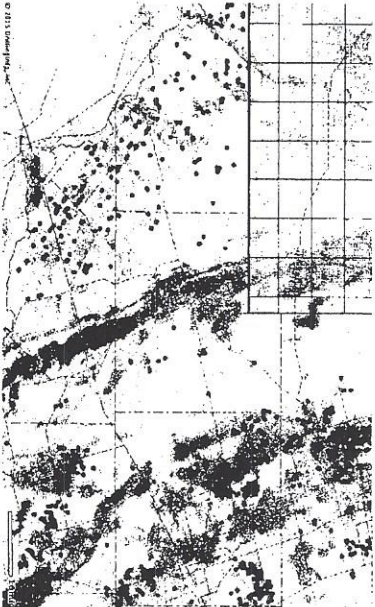
Estimate Recap

	2014 Certified Mineral Values	2015 Estimate
Kernit ISD	\$560 mm	<30%>
Wink-Loving ISD	\$584 mm	<35%>
County	\$1,144 mm	<30-35%>

Completions -- 2013



Completions -- 2014



Dealer's Heavy Equipment Inventory

	Compressor "A"	Compressor "B"
Size	750 HP	750 HP
Age	5 years	5 years
Location	Terrell County TX for 5 years	Terrell County TX for 5 years
Owner	John Smith Production Company	Joe Jones Leasing Company
Assessment	\$400,000	\$20,000
Situs	Terrell County	Ector County

Legislation Watch

- 84 HB 1374 (by Tracy King of Uvalde)  
Relating to the special appraisal methodology for ad valorem tax purposes of certain *dealer's heavy equipment inventory* in section 23.1241 of the Tax Code  
Currently 23.1241 applies to inventory which is either leased or sold. HB 1374 effectively removes leased equipment from the special appraisal

There were no line item transfer(s), budget amendment(s) or salary schedule change(s) regarding 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 approve Agreement between Wink Emergency Medical Technicians First Responders and Winkler County for the period of July 01, 2015 through June 30, 2017; which motion became an order of the Court upon the following vote:

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

Wink EMT First Responders  
213 East Hendricks Blvd.  
PO Box 400  
Wink, Texas 79789

Winkler County EMS, an EMS Provider for the City of Wink and licensed by the Texas Department of Health holding registration by the Texas Department of Health, agree to the following standard operating procedures:

1. First Responder personnel shall respond twenty four hours, seven days a week for EMS assists with the understanding that if no First Responder personnel are available to respond, the Provider will provide coverage as stated within the City/County contract.
2. First Responder patient care shall be done following the protocols and procedures approved by the medical director of both the Provider and the First Responder organizations.
3. The First Responder personnel shall be held to the same standards of professional ethics, behavior, demeanor, and patient care as the provider personnel.
4. Personnel responding are specifically trained in different areas depending upon the nature of the call, which include: CPR, First Aid and/or EMS certification according to the Texas Department of Health. All personnel will perform patient care within their scope of care, certification, or license according to protocol per our medical director.
5. When on scene, all First Responders personnel will be identified by name of service, name of individual, and level of certification. Chain of command will be followed per Winkler County EMS standard operating procedures and guidelines. The most qualified First Responder will assume command and upon starting patient care will only relinquish patient care to responding provider at higher level of certification or higher.
6. Provider personnel (ALS) on scene will be in charge of patient care upon their arrival on scene.
7. First Responder personnel will respond as paged from 911 dispatch.

8. Wink 1<sup>st</sup> Responders shall provide all equipment and supplies used in patient care. Any supplies used during patient care, by Wink 1<sup>st</sup> Responders, will be replaced by Winkler County EMS. Wink 1<sup>st</sup> Responders will be responsible for checking expiration dates on all supplies carried by Wink 1<sup>st</sup> Responder personnel. Winkler County EMS will replace any supplies from the attached list six (6) months prior to that product's expiration date.
9. Only First Responders with proper TDH approved certification will use BLS or ALS equipment or supplies per approved protocol.
10. First Responders shall be responsible for maintaining written and verbal patient confidentiality at all times and follow established HIPPA guidelines.
11. The provider shall not be held responsible for care rendered, training accidents, injuries on scene, exposures or any liability involving First Responder personnel, equipment or vehicles.

This document is an agreement between the above named services and shall be in effect from July 1, 2015 through June 30, 2017. This agreement may be cancelled by either party with written notice.

  
James Swanson, Chief of Police

  
James Everett, Chief of EMS  
EMT Paramedic

  
Charles Wolf, County Judge

WINK FIRST RESPONDERS

Protocol Manual  
Revised and Approved 02/2015

Effective 07/01/2015 Expires 06/30/2017

Medical Director - Dave Spear, M.D.

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


W.C.E.M.S. Chief - James S. Everett, EMT-P

  
Signature \_\_\_\_\_ Date 2/24/2015

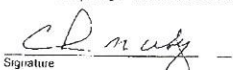
Mayor City of Wink - Eric Hawkins

  
Signature \_\_\_\_\_ Date 2/24/2015

Wink Police Chief - James Swanson

  
Signature \_\_\_\_\_ Date 2-24-15

Winkler County Judge - Honorable Charles Wolf

  
Signature \_\_\_\_\_ Date 3-5-15

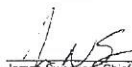
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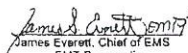
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10. First Responders shall be responsible for maintaining written and verbal patient confidentiality at all times and follow established HIPPA guidelines.

11. The provider shall not be held responsible for care rendered, training accidents, injuries on scene, exposures or any liability involving First Responder personnel, equipment or vehicles.

This document is an agreement between the above named services and shall be in effect from July 1, 2015 through June 30, 2017. This agreement may be cancelled by either party with written notice.

  
James Swanson, Chief of Police

  
James Everett, Chief of EMS  
EMT Paramedic

  
Charles Wolf, County Judge

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

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

STATE OF TEXAS                   §  
    §  
 COUNTY OF WINKLER           §

### ORDER PROHIBITING OUTDOOR BURNING


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


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

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

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

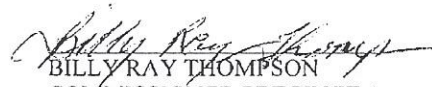
ADOPTED this 9<sup>th</sup> day of March, 2015 by a vote of 4 ayes and 0 nays.

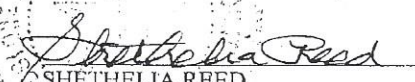
  
 CHARLES M. WOLF  
 WINKLER COUNTY JUDGE

  
 BILLY J. STEVENS  
 COMMISSIONER PRECINCT 1

  
 ROBBIE WOLF  
 COMMISSIONER PRECINCT 2

  
 RANDY NEAL  
 COMMISSIONER PRECINCT 3

  
 BILLY RAY THOMPSON  
 COMMISSIONER PRECINCT 4

ATTEST:  
  
 SHETHELIA REED  
 WINKLER COUNTY CLERK

A motion was made by Commissioner Thompson and seconded by Commissioner Wolf to approve purchase of eight (8) chairs for Courtroom and offices from the Texas Department of Criminal Justice Texas Correctional Industries in the amount of \$4,000.00 from budgeted funds; which motion became an order of the Court upon the following vote:

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

2742



**TEXAS DEPARTMENT OF CRIMINAL JUSTICE**  
**TEXAS CORRECTIONAL INDUSTRIES**

P O Box 4013 Huntsville, Tx 77342-0099  
 1-800-833-4302 FAX (936) 437-8610

Quote

2/20/2015

Winkler County Courthouse Judge Charles Wolf charles.wolf@co.winkler.tx.us	Quote No: 0220-Kermit Expires: 60 Days Telephone: 432-586-6658 Fax: 432-586-3223
--	---

Thank you for calling TEXAS CORRECTIONAL INDUSTRIES for your furniture needs.  
 As requested, pricing is listed for your ordering convenience as follows:

Item #	Description	Qty	Each	Total
425-08-050129	Judges Chair W/Texas State Seal (Stain-Walnut/Fabric-Oxblood)	8	550.00	4,400.00
	(Customer Will Decide On Installation of Each Item )			
<b>TOTAL</b>			<b>\$4,400.00</b>	

QUOTED FOR DOCK DELIVERY-- CALL FOR INSIDE INSTALLATION

This quote number should be included in your purchase order. This quote is valid for 60 days and for this request only. Estimated Delivery time is 90-120 days after receipt of purchase order.  
 Thank you for considering TCI for this order and we hope you will call us again. Should you need additional information, please do not hesitate to contact me at (936) 437-8610.

Sincerely,

**Sheryl Morgan**

Sheryl Morgan  
 Customer Service Department  
 Direct: (936) 437-6390 FAX: (936) 437-8610

A motion was made by Commissioner Thompson and seconded by Commissioner Stevens to approve purchase of telephone system from Midessa Telephone Systems, Inc. in Midland, Texas in the amount of \$16,594.50 from capital expenditures for installation of new system and removal of old telephone system; which motion became an order of the Court upon the following vote:

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

Midessa Telephone Systems, Inc  
P O Box 60688  
2800 Laforce Blvd  
Midland TX 79711  
Phone: 432-563-0266  
Fax: 432-561-4545

## PROPOSAL

DATE	QUOTE #	CUST #
2/4/2015	0000087992	0003574

## BILL TO:

WINKLER COUNTY  
P.O. DRAWER O  
KERMIT TX 79745

## SHIP TO:

WINKLER COUNTY  
100 E. WINKLER  
KERMIT TX 79745

P.O. NUMBER	TERMS	SALES PERSON	
	DUE ON RECEIPT	Randy	
QUAN	DESCRIPTION	PRICE EACH	AMOUNT
1.00	SV9100 16 PORT DIGITAL STATION BLADE	550.00	550.00
14.00	SV9100 InMail/UM8000 Mailbox-Only License	30.00	420.00
1.00	SV9100S 12-Endpoint Digital System Package Includes: 19" Chassis, CPU w/1GB Mem Card, 16 InMail Box, 48 System Resource, 16 Digital Ports, 8 CO Ports, and 12 Endpoints	5,000.00	5,000.00
1.00	NEC CHS2U RACK MOUNT BRACKET FOR 19" CHASSIS	50.00	50.00
2.00	INSTALLATION CABLE( MOD8-25)	60.00	120.00
28.00	DT430 Digital 12-Button Display Endpoint (BK)	260.00	7,280.00
2.00	DT430 Digital 24-Button Display Endpoint (BK)	295.00	590.00
1.00	SWA PSA SV9100 UNIT	250.00	250.00
1.00	5 YEAR WARRANTY NEC PARTS	511.30	511.30
40.00	LABOR	110.00	4,400.00
-1.00	Trade-In and Discount	2,576.80	-2,576.80
1.00	Notes: This is a new digital/VOIP phone system that is using digital phones and has voice mail for all users along with an auto attendant for all departments. The NEC SV9100 phone system has the ability to be digital and /or VOIP and can be expanded for any future growth. The system will be programmed and tested with customers information and specifications. Training is provided along with documentation. All old equipment will be removed and any new cabling is included in the quote.		
000			
TOTAL			\$16,594.50

ACCEPTED BY

*Charles M. Wolf*  
PRINT NAME Charles M. Wolf

DATE

9th March 2015

We appreciate this opportunity to serve you!

A motion was made by Commissioner Thompson and seconded by Commissioner Wolf to approve contracting with Parsons Commercial Roofing, Inc. to repair Courthouse lower roof in the amount of \$21,800.00, with \$20,000.00 from capital expenditures and \$1,800.00 from Courthouse maintenance budgeted funds; which motion became an order of the Court upon the following vote:

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



# Parsons Commercial Roofing, Inc

Serving the Building Industry Since 1948

Home Office: P.O. Box 21835 Waco, TX 76702-1835 • Fax (254) 881-1995 • [www.parsonsroofing.com](http://www.parsonsroofing.com)  
 Waco (254) 881-1733 • Temple (254) 773-3777 • Killeen 254-554-5888 • Austin (512) 264-0606 • Dallas (214) 361-0174  
 San Antonio (210) 340-1610 • Toll Free (877) 881-1733

Submitted To: Billy Ray Thompson, Commissioner Precinct 4 - Winkler County ("Purchaser") Date: February 23, 2015  
 Street: 100 East Winkler Job Name: Court House Lower Roof  
 City, State, Zip: Kermit, TX 79745 Job Location: 100 East Winkler Street  
 Telephone: (432) 586-2233 Contractors Work To Begin: TBD  
 E-Mail Address: Salesman: Phil Gustafson - (512) 560-4679  
 Fax: 432-586-3223

Subject to a prompt acceptance within 60 days from above date, and further subject to all terms and conditions on the front and reverse side hereof.  
 PARSONS COMMERCIAL ROOFING, INC. ("Contractor") Proposes to furnish materials and labor as hereafter specified for the "Work" described as follows:

## Scope Of Work:

1. Remove all debris from roofing area, prep existing roof for recover.
2. Mechanically fasten 1/2" DensDeck Recover board over existing roofing system, in accordance with membrane manufacturer specifications.
3. Contractor shall furnish and mechanically fasten a 50 mil single-ply membrane roofing system that is fabricated of a well inserted low-shrink, anti-wicking polyester fabric and has a thermoplastic coating material laminated to both sides as manufactured by Duro-Last Roofing, Inc.
4. Install prefabricated flashings around all curbs, deck penetrations and drains in accordance with membrane manufacturer specifications.
5. Encapsulate all parapet walls and cover expansion joints where applicable with Duro-Last membrane.
6. Install 1 3/4" or 4" fascia bar with Kynar-coated metal cover, at roof perimeter. Cover color shall be chosen by building owner.
7. Install walk pads at roof access areas.
8. Dispose of all debris in an approved facility in accordance with all local, state and federal regulations.
9. Includes, as issued by manufacturer, a 15 year Labor and Material Warranty which includes liability of consequential damages.
10. Includes all Workmen Compensation and General Liability Insurance.
11. Includes Parsons annual condition inspections at no cost to owner for the warranty period.
12. This proposal does not include any performance or payment bonds.

\*\*\*\* This proposal can be contracted through the TIPS purchasing coop if so desired -TIPS Contract # 3102109 \*\*\*\*

The Contract sum due Contractor for the Work is: Twenty-One Thousand, Eight Hundred Dollars and 00/100's - ( \$ 21,800.00 )

Terms: 1/2 draw upon delivery of materials to jobsite and balance due upon completion Sales Tax ( n/a )

## Parsons Commercial Roofing, Inc

By: CD M. Wray By: Phil Gustafson  
 Title: County Judge Title: Regional Sales Manager

ACCEPTANCE: The undersigned ("Purchaser") by execution hereof accepts this document and all of its terms and conditions contained herein and on the front and reverse hereof as a binding contract.

Date: March 9th 2015 Date: \_\_\_\_\_

THE STATE OF TEXAS

COUNTY OF \_\_\_\_\_

THIS INSTRUMENT was acknowledged before me on \_\_\_\_\_ By: \_\_\_\_\_

Notary Public in and for The State of Texas

My Commission Expires: \_\_\_\_\_

STANDARD

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve payment in the amount of \$400.00 to State Farm Insurance from budgeted funds for the following surety bond:

1. Surety bond in the amount of \$5,000.00 for Cheryl Johnson, Winkler County Sheriff's Department for the term of March 01, 2015 through March 01, 2016 in the amount of \$100.00;
2. Surety bond in the amount of \$5,000.00 for Rhonda Willhelm, Winkler County Auditor for the term of March 01, 2015 through March 01, 2016 in the amount of \$100.00;
3. Surety bond in the amount of \$5,000.00 for Dana Shipley, Winkler County Probation Department, for March 01, 2015 through March 01, 2016 in the amount of \$100.00; and

4. Surety bond in the amount of \$5,000.00 for Barbara Childress, Winkler County Probation Department, for March 01, 2015 through March 01, 2015 in the amount of \$100.00

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

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

A motion was made by Commissioner Thompson and seconded by Commissioner Stevens to approve request of Steve Fosdick, representing Church of God of Prophecy, to use Kermit Community Center for singing event on Friday, April 10, 2015 through Sunday, April 12, 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 Interlocal Ambulance Service Agreement between Winkler County and Loving County, to be in effect from January 01, 2015 through December 31, 2015; which motion became an order of the Court upon the following vote:

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

**INTERLOCAL AMBULANCE SERVICE AGREEMENT  
WINKLER COUNTY AND LOVING COUNTY**

This Agreement is made and entered into by and between Loving County, Texas, acting by and through its County Judge and the Commissioners' Court of said County and the County of Winkler, acting by and through its County Judge and the Commissioners' Court of said County.

**WITNESSETH:**

WHEREAS, the necessity for ambulance service within Loving County, residing and lying outside the County of Winkler, having been made known to both parties to this Agreement, the following Agreement is made and entered into, to-wit:

**I.**

As consideration therefore, Loving County agrees to pay to Winkler County the sum of Five Thousand Five Hundred and no/100 Dollars (\$5,500.00) simultaneously with the execution of this Agreement, which said consideration is for ambulance service within Loving County, Texas, residing and lying outside the County of Winkler.

**II.**

It is agreed and understood that the Winkler County Emergency Medical Service ("E.M.S.") with its EMS personnel, vehicles and equipment, as available, will assist in furnishing ambulance service within Loving County, Texas, residing and lying outside of the County of Winkler, such assistance to begin with the execution of this Agreement and to continue for the term hereinafter stipulated.

**III.**

It is agreed by and between both Loving County and the County of Winkler hereto that this Agreement shall run for a period of one (1) year from January 1, 2015 to December 31, 2015, and that said amount above specified will be in payment for EMS personnel, vehicles and equipment, as available, to assist in furnishing ambulance service for such period of time as set forth herein above.

**IV.**

It is further agreed by and between the parties hereto that the acts of any person or persons while providing ambulance service, traveling to and from ambulance calls, or in any manner furnishing ambulance service within Loving County, Texas, residing and lying outside of the County of Winkler, shall be considered as acts of the agents of Loving County within the meaning of that portion of Section 791.006, Government Code of the State of Texas, V.T.C.A. applicable to this Agreement.

**V.**

It is further understood, agreed and made an integral part hereof, that in the event the Winkler County EMS should answer a call for ambulance service within Loving County, Texas, residing and lying outside the County of Winkler, patients will be responsible for payment, either through insurance coverage or private pay, directly to Winkler County EMS for ambulance services. Loving County will not be responsible for payment of ambulance services or for non-payment of services by patients.

**VI.**

The above and foregoing constitutes and is the full Agreement by and between the parties hereto concerning the matters set forth herein above.

EXECUTED IN DUPLICATE ORIGINALS this 5<sup>th</sup> day of March, A.D., 2015

IN TESTIMONY WHEREOF, witness the execution of this instrument on the 5<sup>th</sup> day of March, 2015.

WINKLER COUNTY, TEXAS

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



ATTEST

Morelle Carr  
Loving County Clerk

LOVING COUNTY, TEXAS

By: Steele L. Jones  
Steele L. Jones  
Loving County Judge

A motion was made by Commissioner Stevens and seconded by Commissioner Neal to approve payment in the amount of \$41,734.20 to W-W Manufacturing Co., Inc., with \$21,734.70 from committed funds and \$20,000.00 from Loving County donation, for livestock pens; which motion became an order of the Court upon the following vote:

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

W-W MANUFACTURING CO, INC.  
THOMAS FACILITY  
8832 HWY 54  
THOMAS, OKLA. 73669

PHONE: 580-661-3720  
FAX: 580-661-3722

INVOICE #034181

PAGE NO. : 1  
SALES ORDER : 74451  
INVOICE DATE : 02/25/2015  
RELATED DOC # : TH2171 - PO #38389  
SALESMAN : SCOT QUICK  
CUSTOMER PH # :  
CUSTOMER PO # : 1212015  
FOB : Destination

WINKLER COUNTY AUDITOR  
DRAWER O  
KERMIT, TX 79746  
USA

SHIP TO ADDR  
WINKLER COUNTY AG  
J.J. HEFNER  
307 NORTH POPLAR  
KERMIT, TX 79745  
USA

SHIP VIA: CC		TERMS: Net 30		ACCT: WIN013			
ITEM	PARTNO	QTYORD	QTYSHIP	BKORD	UNIT	PRICE	TOTAL PRICE
0001	8311-205-900	**H&S 5' VERT. RAIL P-C 48" TALL					
5-204-9		165	165	0	EA	196.00	32340.00
0002	8314-105-900	**H&S 5' GIF P-P 48" TALL					
5-205-9		100	100	0	EA	291.00	29100.00
0003	8318-000-900	**H&S STARTER POST 48"					
		6	6	0	EA	38.00	228.00
0004	8300-000-SPE	**H/S PALLET RACK					
		11	11	0	EA	275.00	3025.00
00CM	8300-000-SPE	**H/S PALLET RACK					
		0	-11		EA	275.00	-3025.00

ORIGINAL INVOICE#034181 0004

NOTES: WE THANK YOU FOR YOUR BUSINESS!	SUBTOTAL:	61668.00
PLEASE REMIT TO: W-W MFG CO, Inc.	DISCOUNT:	-21583.80
PO Box 703	TAX:	0.00
WEATHERFORD, OK. 73096	FREIGHT:	1650.00
	TOTAL:	41734.20
W-W must be notified of any qty. or invoice discrepancies within 3 days of receipt or manufacturing defects or functional complications within 10 days of receipt.	TOTALS FOR INVOICE 034181	

\$21,734.20 Committed Funds.  
\$20,000 Loving Co Donation

CL m. wby

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve disbursement of budgeted funds in the amount of \$500.00 to Center for Crisis Advocacy; 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 in an amount not to exceed \$2,800.00 to Don Wise for pre-mix from budgeted lateral road funds; which motion became an order of the Court upon the following vote:

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

After reviewing specifications for asphalt and gravel for 2015 paving project, a motion was made by Commissioner Neal and seconded by Commissioner Stevens to authorize the County Auditor to advertise for bids for

asphalt and gravel for 2015 paving project; said bids to be received until 10:00 o'clock A.M. on Monday, April 13, 2015, with the Commissioners' Court reserving the right to reject any and all bids; 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 Cooperative Agreement of Affiliation between Winkler County EMS and West Texas Emergency Services Training and Mountain Medics Training Program for student clinical ride outs for paramedic class for the period of March 09, 2015 through March 09, 2017; which motion became an order of the Court upon the following vote:

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



## West Texas Emergency Services Training

1212 S. Dorothea  
Crane, TX 79731

Berry Ingram, Program Director

Ph: (432) 206-1929  
fax: (432) 556-1016

e-mail: [wtst@etbridge.net](mailto:wtst@etbridge.net)

### COOPERATIVE AGREEMENT OF AFFILIATION

This agreement executed on 9 March 2015 by and between Berry Ingram, Program Director, hereafter referred to as "Coordinator" and EMS Facility, Winkler County, hereafter referred to as the "Field Internship Site" (FIS) is established in cooperation with the West Texas Emergency Services Training programs Emergency Medical Technician (EMT) classes (EMT-B, EMT-I, or EMT-P) hereafter referred to as the "School" in this agreement.

#### The School and FIS have the following objectives:

1. To provide field experiences in terms of patient care, ambulance operations and related instruction for students participating in EMS training.
2. To improve the overall education program of the EMS students by providing opportunities for learning experiences that progress the student in appropriate levels of performance.
3. To increase contacts between academic and field personnel for the fullest utilization of available teaching methods and expertise.

In consideration of the foregoing and in further consideration of mutual benefits, both the Coordinator and FIS agree as follows:

#### GENERAL INFORMATION

- A. The field internship experience will be consistent with or greater than the Texas Department of Health (TDH) minimum requirements and guidelines for the EMS student as set forth by the Coordinator.
- B. It is understood that the students assigned to the FIS are not it's employees, but will be allowed to perform procedures as required for the EMS student as set forth by the School.
- C. The FIS will retain responsibility and accountability for the services rendered to the FIS's patients.
- D. It is understood there shall not be discrimination against any student because of race, creed, sex, age or national origin.
- E. There shall be no more than one (1) student riding in the ambulance at a time.

#### RESPONSIBILITIES OF THE COORDINATOR

### COOPERATIVE AGREEMENT OF AFFILIATION

- A. The Coordinator shall screen and select the students participating in field internship and will be responsible for supplying any additional information requested by the FIS pertinent to the field experience.
- B. The Coordinator will assign to the FIS only those students who have satisfactorily completed the prerequisite didactic portion of the EMS curriculum.
- C. The Coordinator will maintain suitable records of instruction, clinical experience, health records and student program progress evaluations which are made in cooperation with the student's records.
- D. The Coordinator will withdraw any student whose progress, achievement or actions does not justify continuance within the EMS program.
- E. The Coordinator is responsible for informing the students of their obligations and responsibilities.
- F. The Coordinator is responsible for verifying the student's liability insurance coverage and providing documented evidence of such coverage prior to participating in field internship. A copy of such may be placed on file with the FIS if so requested.

#### RESPONSIBILITIES OF THE FIS

- A. The FIS will provide a jointly planned, supervised program for field education and experience for the assigned student of the EMS Program.
- B. The FIS will require students to abide by the policies, procedures, rules and regulations as set forth by the FIS.
- C. The FIS may require the Coordinator to withdraw any student whose conduct or field performance may have a detrimental effect on it's staff or patients.
- D. The FIS shall notify the Coordinator of any unprofessional or unethical act performed by any student while participating in field internship.

#### RESPONSIBILITIES OF THE STUDENT

- A. The student is responsible for following the administrative policies of the Coordinator, School and Facility as well as the Laws of the State of Texas.
- B. The student shall be responsible for providing the necessary and appropriate equipment and uniforms required by the School and FIS.
- C. The student shall abide by all FIS policies, procedures, rules and regulations. Failure to do so may constitute removal from the course.
- D. The student is responsible for providing their own transportation to and from the field internship sites.
- E. The student shall be responsible for any illness, accident or injury incurred while participating in field training at the FIS.
- F. The student shall have personal liability, health and accident insurance coverage prior to participating in field internships.

2

### COOPERATIVE AGREEMENT OF AFFILIATION

- I. The student shall not submit for publication, any material relating to field internship, and shall keep all educational experience strictly confidential.

#### TERMS OF AGREEMENT, MODIFICATION AND TERMINATION

- A. This agreement is active for a period of two (2) years and may be renewed prior to expiration by mutual agreement in writing by both the Coordinator and FIS.
- B. It is agreed and understood that the parties to this agreement may revise or modify this agreement by written amendment so long as it is agreed upon by all parties involved.
- C. This agreement may be terminated no later than two (2) months prior to or immediately following any field training schedule by either the Coordinator, FIS or School. It is understood by all parties that this agreement shall not be terminated during any scheduled field internships.

By signing this agreement I understand and agree to abide by the terms of this Cooperative agreement of Affiliation.

*Chris Winkler*  
FIS CHIEF & DIRECTOR

*Berry Ingram*  
DATE

*Berry Ingram*  
COORDINATOR/PROGRAM DIRECTOR DATE

**Mountain Medics Training Program**  
 Renny Spencer, Program Director  
 PO Box 1063  
 Fort Davis, TX 79734  
 e-mail: spenzair@yahoo.com  
 Ph: (432) 426-3791  
 fax: (432) 426-2908

#### COOPERATIVE AGREEMENT OF AFFILIATION

This agreement executed on 5 March 2015 (date) by and between Renny Spencer, Program Director, hereafter referred to as "Director" and EMS Facility, Mountain Medics Training Program, referred to as the "Field Internship Site (FIS)" is established in cooperation with the Mountain Medics Training Program Emergency Medical Technician (EMT) classes (ECA, EMT, EMT-A, or PARAMEDIC) hereafter referred to as the "School" in this agreement.

#### The School and FIS have the following objectives:

1. To provide field experiences in terms of patient care, ambulance operations and related instruction for students participating in EMS training.
2. To improve the overall education program of the EMS students by providing opportunities for learning experiences that progress the student in appropriate levels of performance.
3. To increase contacts between academic and field personnel for the fullest utilization of available teaching methods and expertise.

In consideration of the foregoing and in further consideration of mutual benefits, both the Director or his designee and FIS agree as follows:

#### GENERAL INFORMATION

- A. The field internship experience will be consistent with or greater than the Texas Department of Health (TDH) minimum requirements and guidelines for the EMS student as set forth by the Director or his designee.
- B. It is understood that the students assigned to the FIS are not its employees, but will be allowed to perform procedures as required for the EMS student as set forth by the School.
- C. The FIS will retain responsibility and accountability for the services rendered to the FIS's patients.
- D. It is understood there shall not be discrimination against any student because of race, creed, sex, age or national origin.
- E. There shall be no more than one (1) student riding in the ambulance at a time unless agreed to by the FIS and the Director or his designee.

#### COOPERATIVE AGREEMENT OF AFFILIATION

#### RESPONSIBILITIES OF THE DIRECTOR OR HIS DESIGNEE

- A. The Director or his designee shall screen and select the students participating in field internship and will be responsible for supplying any additional information requested by the FIS pertinent to the field experience.
- B. The Director or his designee will assign to the FIS only those students who have satisfactorily completed the appropriate prerequisite didactic portion of the EMS curriculum.
- C. The Director or his designee will maintain suitable records of instruction, clinical experience, health records and student program progress evaluations which are made in cooperation with the student's records.
- D. The Director or his designee will withdraw any student whose progress, achievement or actions does not justify continuance within the EMS program.
- E. The Director or his designee is responsible for informing the students of their obligations and responsibilities.
- F. The Director or his designee is responsible for verifying the student's liability insurance coverage.

#### RESPONSIBILITIES OF THE FIS

- A. The FIS will provide a jointly planned, supervised program for field education and experience for the assigned student of the EMS Program.
- B. The FIS will require students to abide by the policies, procedures, rules and regulations as set forth by the FIS.
- C. The FIS may require the Director or his designee to withdraw any student whose conduct or field performance may have a detrimental effect on its staff or patients.
- D. The FIS shall notify the Director or his designee of any unprofessional or unethical act performed by any student while participating in field internship.

#### RESPONSIBILITIES OF THE STUDENT

- A. The student is responsible for following the administrative policies of the Director, Coordinator, School and FIS as well as the Laws of the State of Texas.
- B. The student shall be responsible for providing the necessary and appropriate equipment and uniforms required by the School and FIS.
- C. The student shall abide by all FIS policies, procedures, rules and regulations. Failure to do so may constitute removal from the course.
- D. The student is responsible for providing their own transportation to and from the field internship sites.
- E. The student shall be responsible for any illness, accident or injury incurred while participating in field training at the FIS.

2

#### COOPERATIVE AGREEMENT OF AFFILIATION

- H. The student shall have personal liability, health and accident insurance coverage prior to participating in field internships.
- I. The student shall not submit for publication, any material relating to field internship, and shall keep all educational experience strictly confidential.

#### TERMS OF AGREEMENT, MODIFICATION AND TERMINATION

- A. This agreement is active for a period of two (2) years and may be renewed prior to expiration by mutual agreement in writing by both the Director or his designee and FIS.
- B. It is agreed and understood that the parties to this agreement may revise or modify this agreement by written amendment so long as it is agreed upon by all parties involved.
- C. This agreement may be terminated no later than two (2) months prior to or immediately following any field training schedule by either the Director or his designee, FIS or School. It is understood by all parties that this agreement shall not be terminated during any scheduled field internships.

By signing this agreement I understand and agree to abide by the terms of this Cooperative agreement of Affiliation.

Renny Spencer 4 March 2015  
 FIS CHIEF or DIRECTOR DATE DIRECTOR DATE

Section 773.009  
 Texas Health and Safety Code  
 Limitation of Civil Liability  
 A person who authorizes, sponsors, supports, finances or supervises the functions of emergency room personnel and emergency medical services personnel is not liable for civil damages for an act or omission connected with training emergency medical services personnel or with services or treatment given to a patient or potential patient by emergency medical services personnel if the training services or treatment is performed in accordance with the standard of ordinary care.

There were no park project claims or hospital software project claims for the Court to consider at this time.

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

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

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

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

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

**WINKLER COUNTY  
LINE ITEM ADJUSTMENTS  
MARCH 9, 2015**

**KERMIT BARN**

CAPITAL EXPENDITURES	10-230-0801	\$	1,080.00	
MAINTENANCE	10-305-0900			\$ 1,080.00
AMD-MAINTENANCE TO CAPITAL EXPENDITURES APPROVED 2-9-15				

**R & B PRCT 2**

EQUIPMENT	10-312-0800	\$	2,400.00	
CAPITAL EXPENDITURES	10-230-0801			\$ 2,400.00
AMD-CAPITAL EXPENDITURES TO R & B PRCT 2 EQUIPMENT APPROVED 2-9-15				

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 budget amendment(s):

**WINKLER COUNTY  
BUDGET AMENDMENTS  
MARCH 9, 2015**

**NONDESIGNATED**

CAPITAL EXPENDITURES	10-230-0801	\$	21,735.00
TRANSFER FROM RESERVES	10-104-2260	\$	21,735.00
TO RECORD REV & EXP FOR COMMITTED 4H PENS			

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 receive the following Monthly Reports from County Officials of fees earned and collected for the month of February, 2015;

MONTHLY REPORTS

For the Month of	Feb 2015		Date	Amount
Tommy Duckworth, Co Attorney Fee	3/5/15	\$49.17	Hot Check \$135 3-2-15	\$184.17
Charles Wolf, County Judge			3-5-15	\$2.00
Minerva Soltero, Tax Assessor			3-4-15	\$16,842.14
Shethelia Reed, County Clerk			2-27-15	\$681.00
Glenda Mixon, JP Precinct #2			2-25-15	\$2388.10
Sherry Terry, District Clerk			3-5-15	\$1244.82
Erma Coleman, JP Precinct #1			2-27-15	\$10,222.00
George Keely, Sheriff				
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 Wilhelm, Auditor Investment				
Eulonda Everest, Treasurer				
Lee Wilson, Constable Pct # 2	Jan 15, Feb 15, Mar 15		3/5/15	
Richard Crow, Constable Pct #1	Jan 15 - 3/2/15	Feb 15	3/2/15	

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 examine and approve bills over \$500.00 and place in line for payment; which motion became an order of the Court upon the following vote:

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

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

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

At 10:00 o'clock A.M. the Court was to enter into Executive Session in accordance with Section 551.0725, Government Code, V.T.C.A., to discuss Winkler County Memorial Hospital Finances, however due to the illness of legal counsel, a motion was made by Commissioner Neal and seconded by Commissioner Stevens to table Executive Session until the next Court meeting; 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 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