

THE STATE OF TEXAS)
 :
 COUNTY OF WINKLER)

On this the 13th day of July, 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.

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) Pipeline Construction and Indemnity Contract between Winkler County, TX and Devon Energy for road boring on County Road 302 for one (1) twelve inch (12") casing to following two (2) four inch (4") polyethylene lines containing natural gas

PIPELINE CONSTRUCTION
AND
INDEMNITY CONTRACT

State of Texas
County of Winkler

Come to us Winkler County Commissioners' Court, by and through The Honorable Charles M. Wolf, County Judge, and Devon Energy, Applicant, which meet this a contract governing the installation of a gas pipeline, and in support of same, the parties make the following agreements and covenants:

1. The parties to this Agreement are Winkler County, Texas and Devon Energy. Winkler County agrees to grant Devon Energy at their expense, the right to construct road bore with twelve inch (12") casing in allow two (2) four inch (4") polyethylene lines containing 60W6 gas to cross at County Road 302
11°55'49.97N
103°02'35.59"W

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 costs and liabilities pursuant to the 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 in a depth consistent with the Current Edition of the Texas Department of Transportation requirements from annex to annex.
- f. Applicant shall install and maintain suitable hand 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 easement.
- i. 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.
- 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, Time 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 pipeline, the Applicant shall fence or barricade the area around the pipeline and shall erect such warning signs as required.
- n. Applicant shall ensure that the weight of any equipment crossing over Winkler County road will not cause any damage to said road. Applicant shall, if requested by Winkler County, field representative, notify the crossing area during any such crossing or equipment.
- o. Applicant shall financially support Winkler County budget, related crossings and road easements as required, or as dictated by Winkler County, while any work is being carried out hereunder.

- p. Applicant shall cover any Winkler County road or easement damage with mark quantity and quality of backfill material as 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, 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.
- 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 Devon Energy's pipelines in 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 work in the crossing area.

3. REMEDY (IN 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 three (3) days after receipt of such notice and diligently commence 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.

When a restriction on limiting any other remedy which Winkler County may have against Applicant at law or in equity or pursuant to the terms of this Agreement, as the event the Applicant fails to comply with the terms of this Agreement, the Applicant shall pay in Winkler County dollars 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 to such work as if it were a separate work undertaken by each 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 a field representative verbal notice of the emergency and necessary work, and shall forthwith give written notice hereof.

5. 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 its adoption.

Applicant shall indemnify Winkler County against all claims, proceedings, claims, demands and costs which may be brought against or suffered by Winkler County or which may result, 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. Any such assignment and such consent shall not be unenforceable, voidable, together with any request for such consent, the Applicant shall provide the other party with the Assigner's written confirmation that the Assigner 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 traverses within the easement in the County Road in Exhibit A.
- 8. Devon Energy hereby certifies that they hold separate title to either the mineral or fee simple estate in the property across which said pipeline shall travel, or are beneficiaries of a contract with the property owner authorizing 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 and adjacent to the County right-of-way.
- 9. Devon Energy 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 or subject of this Agreement. The indemnity herein provided shall extend from the date of this Agreement until such time as the site is reworked 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 attorney fees or court costs, Devon Energy agrees to reimburse the County for such expenses, attorney's fees, or costs within sixty (60) days after receiving written notice from the County of the amount of such expenses, attorney's fees, costs or obligations.
- 11. Should Devon Energy fail to pay the County within the sixty (60) day period referred to in the foregoing paragraph, Devon Energy agrees to pay interest at the rate of eighteen (18) percent per annum on the maximum legal rate prescribed by law on the necessary expenses or costs incurred by the County in the enforcement of this contract in any event. Devon Energy is obligated to pay within seven (7) days to which indemnity is given by this contract, from the date such expenses or costs are incurred, on such basis as paid by the County.
- 12. The parties agree that the venue for any cause of action filed in relation to or involving this contract shall be in Winkler County, Texas.

Party into this contract by the County was authorized by official act of the Winkler County Commissioners' Court in a meeting which occurred on the ___ day of ___ 20___, the minutes of which duly reflect the same.

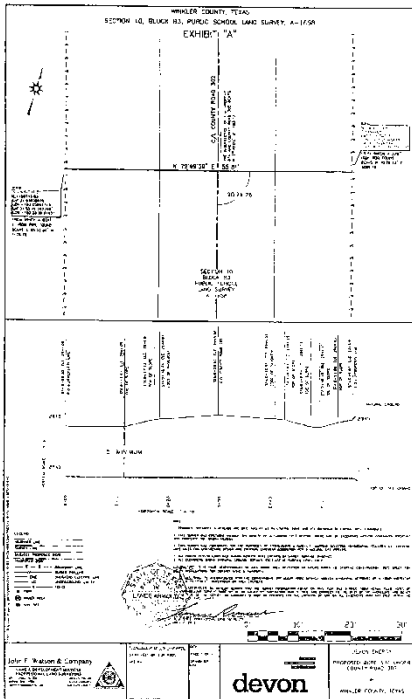
SIGNED AND ENTERED INTO on this ___ day of _____, 20___

WINKLER COUNTY

By: _____
Charles M. Wolf
Winkler County Judge

Devon Energy

By: _____
Preston James Austin, Director
Title: Gas Pipeline
Address: 10200 Sycamore Road, Midland,
Texas 79706
Telephone: (432) 498-8081
Cellular Telephone: (901) 391-3385
Fax: (432) 452-7271



- (h) Request of Betty Arnold, representing Winkler County Rough-neck Cheerleaders to use the Recreation Center at County Park in Kermit for camp from Monday, August 10, 2015 through Saturday, August 15, 2015
- (i) Payments for County Road paving projects from budgeted lateral road funds:
1. Western Emulsions for emulsion in the amount of \$89,625.22;
 2. HollyFrontier Refining and Marketing LLC, for emulsion in the amount of \$11,085.63;
 3. HollyFrontier Refining and Marketing LLC, for emulsion in the amount of \$10,942.30;
 4. HollyFrontier Refining and Marketing LLC, for emulsion in the amount of \$10,196.11;
 5. HollyFrontier Refining and Marketing LLC, for emulsion in the amount of \$10,976.24;
 6. Heartland for emulsion in the amount of \$17,422.65; and
 7. Capitol Aggregates Inc. for aggregate in the amount of \$17,598.34.
- (j) Payment in the amount of \$200.00 to State Farm Fire and Casualty Company for the following surety bond from budgeted funds:
1. Brenda Barron, Deputy Auditor, for the period of August 04, 2015 through August 04, 2016 in the amount of \$100.00 and
 2. Renee Suzanne Treadwell, Chief Deputy Auditor, for the period of August 07, 2015 through August 07, 2016 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 Neal and seconded by Commissioner Thompson to approve salary amendment in an amount not to exceed \$40,000.00 for Chief Adult Probation Officer for Winkler County from contingency funds; which motion became an order of the Court upon the following vote:

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

The Court received reports from Laurie Shropshire, Librarian, regarding activities at the Kermit Library; James Everett, Chief Paramedic, regarding the Emergency Medical Service; Robin Hawkins, Director, regarding activities at the Senior Citizens Recreation Center; John Leavitt, Superintendent/Greens keeper, regarding activities at the Winkler County Golf Course; Rosa Parker, Clerk, regarding probation activities and Dena Floyd, Extension Agent – Agriculture, regarding 4-H and agriculture activities.

Quarterly Report
Winkler County Library
April-May-June 2015

Library usage- 8,601
Book Checkouts- 5,069
Computer and wi-fi usage 1,681
New partons 210
Overdues sent 25
Amount of lost books 190.88(due to 4 patrons moving out of town and did not leave a forwarding address)

Summer Reading totals: June 11- 75 June 18- 85 June 25- 67



Winkler County E.M.S.
1310 Bellaire Drive, Kermit, TX 79745
Ph. (432) 586-2055 fax (432) 586-2805

Patient Log for April 2015

911 Calls							
Kermit	Wink	County	Mentone	Cancelled	Lift Assist	Mutual Aid	Fires
26	5	7	2	3	6	0	2
							1K / 11

Transfers					
Odessa	Midland	Andrews	Lubbock	Airlift	Outside Services
13	5	0	0	9	0
				7 Hospital	
				2 EMS	

Totals					
911 Calls	Transfers	Total Runs	Runs with mult. Patients	Total Patients	Total Patients
51	26	77	5	18	96

16 EMS Employee Hours worked in ER

Totals up to April 30th 2015

911 Calls							
Kermit	Wink	County	Mentone	Cancelled	Lift Assist	Mutual Aid	Fires
143	16	33	6	12	14	0	18
							5K / 9C / 4L

Transfers					
Odessa	Midland	Andrews	Lubbock	Airlift	Outside Services
63	13	1	0	19	6
				17 Hospital	2 Simultaneous
				2 EMS	4 Lubbock

Totals					
911 Calls	Transfers	Total Runs	Runs with mult. Patients	Total Patients	Total Patients
258	84	342	34	415	415

139 EMS Employee Hours worked in ER



Winkler County E.M.S.
1310 Bellaire Drive, Kermit, TX 79745
Ph. (432) 586-2055 fax (432) 586-2805

Patient Log for June 2015

911 Calls							
Kermit	Wink	County	Mentone	Cancelled	Lift Assist	Mutual Aid	Fires
46	3	6	2	0	4	1	7
							1 Jar 2C / 3K / 2W

Transfers					
Odessa	Midland	Andrews	Lubbock	Airlift	Outside Services
29	1	0	0	9	0
				5 Hospital	
				4 EMS	

Totals					
911 Calls	Transfers	Total Runs	Runs with mult. Patients	Total Patients	Total Patients
69	30	99	10	133	133

10 EMS Employee Hours worked in ER

Totals up to June 30th 2015

911 Calls							
Kermit	Wink	County	Mentone	Cancelled	Lift Assist	Mutual Aid	Fires
227	24	45	11	13	22	3	29
							2 Jar 1 Ward 8K / 13C / 6L / 2W

Transfers					
Odessa	Midland	Andrews	Lubbock	Airlift	Outside Services
118	18	1	0	37	7
				30 Hospital	3 Simultaneous
				7 EMS	4 Lubbock

Totals					
911 Calls	Transfers	Total Runs	Runs with mult. Patients	Total Patients	Total Patients
300	138	529	52	648	648

156 EMS Employee Hours worked in ER

Winkler County Senior Center report;

The Senior Center has picked up a small bit, in April we started off with a trip to Odessa for shopping, eating and more, seven went with me. The jamboree was on the thirteenth and we served taco salads, lots of music and a few more people. Five people showed up for craft day.

In May the very first thing we had was our 80 Plus party, lots of work by everyone but we did it one more time and it turned out to be one of our best. We when on our Odessa trip as usual and had seven that day, lots of fun, but very hot. We had a trip to MCT to see the play "Fixing Up" very funny and everyone had a good time. We when to eat after the play. For craft this month we made candles holders. The jam was on the eleventh we served Chicken and Dumplings. I didn't think I was going to make it through this month.

In June we started off with a trip to Odessa for shopping, eating and more, seven went with me this day. The jamboree was on the eighth and we served enchilada plates and decided for all proceeds to go to Robert White. After all was said and done we gave him \$850.00. No one showed up for crafts so we decided to do the craft in July. Friday the 26 we had Raynette Williams from Permian Basin Area Agency on Aging came to the center to give all the senior a up date on all the changes on Medicare.

Every month we have a home cooked meal on Friday and the girls from Hands of Compassion take our blood pressure and blood sugar. When we have four or more we play cards or dominos every day after lunch. We also to exercise by video on Wednesdays and Thursdays.



WINKLER COUNTY GOLF COURSE

2015 Rounds of Golf

	Member Rounds	Guest Rounds	Total
April	419	665	1084
May	423	565	988
June	407	793	1200

2014 Rounds of Golf

	Member Rounds	Guest Rounds	Total
April	406	652	1058
May	445	421	866
June	399	718	1117

WINKLER COUNTY
ADULT PROBATION QUARTERLY REPORT
2ND QUARTER - APRIL-MAY-JUNE

New Probationers	78
Successfully Discharged	5
Probationers Revoked	10
Transfer-Out to Another County: Indirect Supervision	6
Transfer-In From Another County: Courtsey Supervision	2
Courtsey Supervision Closed	7
Total Directs Supervised	114
Total Indirects Supervised	82
TOTAL PROB FEES COLLECTED	\$22,255.71

Director, Eric, was fired on May 6, 2015
Officer Bridget Nurdling resigned on June 5, 2015

Out of the 119 people reporting direct, some of those people report every 2 weeks, some every week.

47 probationers performed Community Service for a total of 1,050 hours.

DATE	MEMBERS	GUESTS	TOTAL	MEMBERS	GUESTS	TOTAL	MEMBERS	GUESTS	TOTAL
JAN	223	43	266	223	43	266	312	40	352
FEB	319	108	427	341	141	482	660	145	805
MAR	410	483	893	952	634	1586	998	647	1645
APR	419	665	1084	1371	1299	2670	1400	1299	2700
MAY	423	565	988	1794	1844	3638	1845	1720	3565
JUN	407	793	1200	2201	2817	4818	2248	2438	4686
JUL			0			0	2672	3213	5885
AUG			0			0	3081	3879	6960
SEP			0			0	3239	4573	7812
OCT			0			0	3045	4045	7090
NOV			0			0	3264	4345	7609
DEC			0			0	4122	5159	9281
TOTALS	2701	2857	4858				0.98	1.09	1.04

interior and exterior finishing for Winkler County Rural Health Clinic; which motion became an order of the Court upon the following vote:

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

At 9:50 o'clock A.M., the Court entered into Executive Session in accordance with Section 551.074, Government Code, V.T.C.A., to discuss personnel matters. At 10:30 o'clock, the Court then returned to open session with the following action being taken: No action at this time.

A motion was made by Commissioner Neal and seconded by Commissioner Stevens to approve Resolution between West Texas National Bank and department appointments of Winkler County granting authority to such appointments to endorse checks or otherwise withdraw or transfer funds on deposit with West Texas National Bank and/or deposits or share accounts with West Texas National Bank; 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 \$240,723.13 to The Bank of New York Mellon for hospital bond interest payment from budgeted funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve payment in the amount of \$5,665.60 to United States Postal Service for personalized stamped envelopes for the Tax Assessor-Collector from postage and supplies 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 request of Commissioner, Precinct No. 2, to purchase one (1) new Caterpillar Model WT-SSL Work Tools with standard equipment from Warren Cat in the amount of \$24,000.00 from budgeted capital expenditure 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 Community Services Contract Amendment between Winkler County and Texas Department of Aging and Disability Services for meals program; which motion became an order of the Court upon the following vote:

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

Community Services Contract Amendment

Table with contract details: Contract No. 000184400, Amendment No. 09-33, Region No. 05, Contract Type CCAD/HDM, Legal Name of Entity (Contractor) Winkler County, Address of Contractor (street, city, state, ZIP) 419 East Campbell, Kerrville, Texas 79745XXXX

Section 2. Introduction
This amendment to the contract number referenced above (the "contract") is entered into by the Department of Aging and Disability Services (Department) and the legal entity (Contractor) named above (Department and Contractor, collectively, the "parties," each, a "party").

Section 3. Amendment Modifications
The parties agree that each marked provision below is hereby added to the contract as though it was set out word-for-word in the contract.
[] The following [] counties [] local authorities are added to the contract
[] The following [] counties [] local authorities are deleted from the contract

- Attachment A (relating to covered counties) is incorporated into the contract and represents the full listing of counties served as a result of this amendment.
The attached Form 3691-A, Covered Area Designation (CADS, TADM, CDC and TAD, is incorporated into the contract and replaces the Contractor's previously submitted Form 3621-A.
Attachment B (relating to Home Delivered Meals) is incorporated into the contract and represents the new Home Delivered Meals provision as a result of this amendment.
Contractor agrees to screen its employees and contractors to determine whether they have been excluded from participation in Medicare, Medicaid or the State Children's Health Insurance Program and all federal and state health care programs.

Section 3. Amendment Modifications (continued)

Contractor agrees that except as provided in the paragraphs below, the Contractor must not use the Department's name, the state of Texas or refer to the Department or the state directly or indirectly in any public release, public announcement or public disclosure relating to this contract or its subject matter, including, but not limited to, in any promotional or marketing materials, customer lists or business presentations (other than those submitted to the Department, an administrative agency of the state of Texas, or a governmental agency or unit of another state or the federal government).

The Contractor may publish, at its sole expense, results of Contractor performance under this contract with the Department's prior review and approval, which the Department may exercise at its sole discretion. Any publication (written, visual or sound) will acknowledge the support received from the Department and any federal agency, as applicable. The Contractor will provide the Department at least three copies of such publication prior to public release. The Contractor will provide additional copies at the request of the Department.

The Contractor may include information concerning this contract's terms, subject matter and estimated value in any report to a governmental body to which the Contractor is required by law to report such information.

Contractor agrees that as part of its contract with the Department, Contractor may receive or create sensitive personal information, as defined in Section 521.002 of the Business and Commerce Code. Contractor must use appropriate safeguards to protect this sensitive personal information. These safeguards must include maintaining the sensitive personal information in a form that is unusable, unreadable, or indecipherable to unauthorized persons. Contractor may consult the guidance to Render Unsecured Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals issued by the U.S. Department of Health and Human Services to determine ways to meet this standard.

Contractor must notify the Department of any confirmed or suspected unauthorized acquisition, access, use or disclosure of sensitive personal information related to this contract, including any breach of system security, as defined in Section 521.002 of the Business and Commerce Code, within the time frame specified in the contract. Contractor must submit a written report to the Department as soon as possible but no later than 10 business days after discovering the unauthorized acquisition, access, use or disclosure. The written report must identify each individual whose sensitive personal information has been or is reasonably believed to have been compromised.

Contractor must either disclose the unauthorized acquisition, access, use or disclosure to each individual whose sensitive personal information has been or is reasonably believed to have been compromised or pay the expenses associated with the Department doing so.

- 1. Contractor experiences a breach of system security involving information owned by the Department for which disclosure or notification is required under section 521.002 of the Business and Commerce Code.
2. Contractor experiences a breach of unsecured protected health information as defined in 45 CFR 164.409 defines that phrase, and the Department becomes responsible for doing the notification required by 45 CFR 164.404.

The Department may, at its discretion, waive Contractor's payment of expenses associated with the Department doing so.

- Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:
1. all persons employed during the contract term to perform duties within Texas; and
2. all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

HHS Data Use Agreement is incorporated into the contract and is to file with the Department.

Other

Section 4. Effective Date
This amendment is effective October 1, 2015.

Section 5. Terms Remain in Effect
The parties agree that all other provisions of the contract shall remain in effect and govern except modified in this amendment.

Section 6. Amendment Execution
The Department and Contractor have each caused this amendment to be signed by their respective representatives.

Department of Aging and Disability Services Signature: [Signature] Date: [Date]
Winkler County Signature: [Signature] Date: 7-20-15
File's Name: [Name]
Assistant County Representative: [Name]
Title: [Title]

Community Services Contract Amendment Attachment A - Covered Counties

Table with contract details: Contract No. 000184400, Amendment No. 09-33, Region No. 05, Legal Name of Contractor Winkler County, Address of Contractor (street, city, state, ZIP) 419 East Campbell, Kerrville, Texas 79745, Area Code and Telephone No 432-586-3631

The counties listed below, effective with this amendment, are covered by the contract. These counties are on file with the DADS Home and Community Support Services planning division for the appropriate category of assistance and are located in the DADS region specified above.

Table with columns: County Name, County Name, County Name. (Note: The table content is mostly blank in the image)

Date Form Completed: [Date]
Initials: [Initials]
Contract Representative

Information Worksheet Purchase of Service Contract

Table with contract details: Contract/Vendor Number 000184400, Region Number 05, County Number 248

SECTION I - CONTRACTOR DATA
Legal Name: Winkler County, Contract Effective Date: 10/01/15
Address (Street, City, State, Zip): 419 East Campbell, Kerrville, Texas 79745
Area Code and Telephone Number: 432-586-6658
Contract Termination Date: Open

SECTION II - SUMMARY OF PAYMENT (Enter estimated information in this section)
Table with columns: Effective Payment Dates, Budget Name, Budget Number, Unit Rate, Estimated Number Eligible Units, Estimated Local Funds, Estimated DADS Funds, Estimated Budget Amount.
Total Estimated Contract Total: \$1,595,820 (100% DADS, 0% Local)

SECTION III - SERVICE
Program Activity Name: Community Care for the Aging and Disabled - Home Care, Code: 851
Service Activity Name: Home Delivered Meals, Code: 953

SECTION IV - CLIENT DATA
1. Client Categories to be Served (check all that apply):
- Current TANF [X], Current SSI [X], NPA Food Stamp Recipient [X], MAO Income Eligible [X]
- Other Income Eligible [X], Other Program Income [X], Other [X]
2. Total Number of Clients to be Served: 31
3. Number of Eligible Clients to be Served: 12
4. Units of Service: 21,448 (Meals)
5. Number of Units of Service to Eligible Clients: 3,124
6. Geographical Area Served: Winkler County, Texas
7. Dates of Payment: [Dates]

Community Services Contract Amendment Attachment B - Home Delivered Meals

Table with contract details: Contract No. 000184400, Amendment No. 09-33, Region No. 05, Legal Name of Contractor Winkler County, Address of Contractor (street, city, state, ZIP) 419 East Campbell, Kerrville, Texas 79745, Area Code and Telephone No 432-586-3631

Each marked provision below is included in this attachment.

Contractor will provide 3,024 units of Title XX Community Care for the Aging and Disabled Home Delivered Meals for the period 10/01/2015 through 09/30/2016 (budget period). The approved budget for each meal is \$4.95, and the approved budget for the budget period is \$14,968.80. The approved budget is reflected in the attached Form 2022, Information Worksheet, Purchase of Service Contract which is incorporated into this amendment. The geographical area covered by the contract is Wink and Kerrville, Texas.

Contractor will serve or deliver meals in a format (hot, chilled or shelf-stable) or frozen that fits days per week. The alternate delivery terms for the period [] through [] are described in the attached Form 2022, Home Delivered Meals Waiver Request which is incorporated into this amendment.

Initials: [Initials]
Contract Representative

A motion was made by Commissioner Stevens and seconded by Commissioner Neal to approve payment in the amount of \$4,299.22 to BWI for fertilizer for Winkler County golf course from budgeted funds; which motion became an order of the Court upon the following vote:

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

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

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

(1213)
PRIORITY PUMP AND SUPPLY, LP
721 SOUTH AVE. C.
KERMIT, TEXAS 79745
432-853-1393
432-586-6771

WINKLER COUNTY
AUDITOR'S OFFICE
DRAWER 0
KERMIT, TEXAS 79745
ATTN: BRENDA

June 19, 2015

WINKLER COUNTY LAW ENFORCEMENT CENTER

REFERENCE: WIND TURBINE ANNUAL MAINTENANCE AGREEMENT

Annual Maintenance for the Winkler County Law Enforcement Center Wind Turbine is due at this time. Yearly fee of \$2,125.00 to cover Lubricants, grease, and synthetic gear lube as described on Annual Maintenance sheets in your contact.

Governing Springs for blade tension and function. Check torque of minimum 10% of all structural bolts for proper setting and then grounding bed.

Please indicate your approval of this maintenance by contacting Kary R. Duncan @ 432-853-1393. To schedule we have to second guess the weather and crane company schedule and will notify the Center when we have a schedule set in place.

Thank you for this opportunity to serve Winkler County.

Respectfully,

Kary R. Duncan
President / CEO
Priority Pump and Supply, LP
Duncan Operating and Electric, Inc.

Wind Turbine Annual Maint
104040900 (Jail Maintenance)
Agenda

RECEIVED
JUN 22 2015
AUDITOR'S OFFICE

A motion was made by Commissioner Neal and seconded by Commissioner Stevens to approve payment in the amount of \$7,482.00 to Emergency Communications Network for CodeRed extension and Weather Warning extension for the period of July 09, 2015 through July 08, 2016 with \$1,255.96 to be billed to the City of Wink, \$970.20 to Wink-Loving Independent School District, \$834.50 to Loving County, \$3,237.54 to the City of Kermit and \$1,183.80 from Winkler County budgeted funds; which motion became an order of the Court upon the following vote:

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



INVOICE

Emergency Communications Network, LLC
 790 West Grandd Boulevard, Suite 200
 Ormond Beach, FL 32174
 Phone 386-676-0294 Fax

INVOICE #: ECN-028171
 DATE: 06/23/2015

BILL TO: Winkler County, TX
 Accounts Payable
 Charles Wolf
 PO Drawer 7
 Kismet, TX 79745

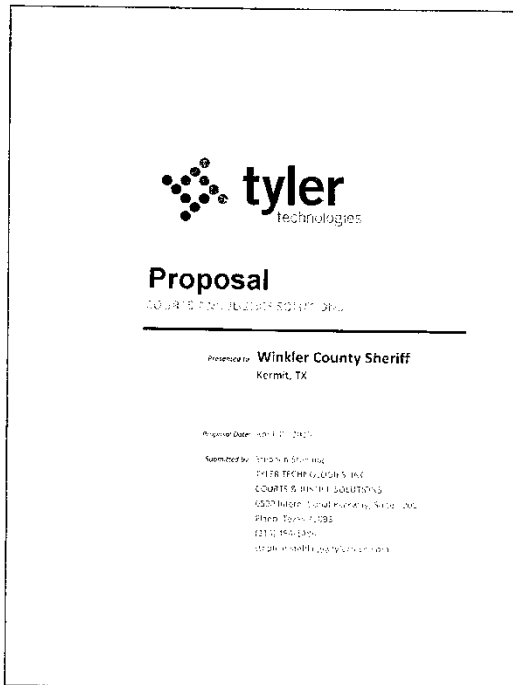
REFERENCE #	MEMO	PAYMENT TERMS
		Due on Receipt
DESCRIPTION		AMOUNT
CodeRED extension for: 07/09/2015 - 07/08/2016		\$5,513.00
CodeRED Weather Warning extension for: 07/09/2015 - 07/08/2016		\$1,969.00
SUBTOTAL		\$7,482.00
TOTAL		\$7,482.00

RECEIVED
 JUN 29 2015
 BY: _____

Thank you for your business

A motion was made by Commissioner Wolf and seconded by Commissioner Neal to approve contract proposal from Tyler Technologies to pull historical data for Sheriff's Office in the amount of \$19,458.00 from contingency funds and authorize County Judge to sign contract proposal; which motion became an order of the Court upon the following vote:

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



Investment Summary

Winkler County Sheriff Proposal

Annual Cost

Products	# of Utilizers	Annual Cost
No additional user cost		
License Fees		
Services Cost		
Services	Hours	Cost
Project Services	0	1,200
Technical Services		
Implementation Services	304	15,280
Services	304	16,480
Estimated Travel Costs		2,800
Total Services Cost		19,280

Professional Services

Winkler County Sheriff Proposal

Project Services

Service	Month	PM Deduction	Total PM Credits
Project Management	1	100%	0
Data Conversion	1	100%	0
Technical Services			

Implementation Services by Office (in Days)

Office	Users	MR	Setup & Config	Training	Rollout	Assistance	Follow-up	Total Days
Office Law Enforcement	1		2.0	2.0	5.0	5.0		14.0

Total Days: 14.0

Services by Activity

Activity	Days	Hours	Rate/Day	Cost
Project Services	1	8	150.00	1,200
Technical Services	5	304	50.00	15,280
Implementation Services	14	112	160.00	18,080
Total Project Services	20	324	5	16,540

Assumptions and Notes

Winkler County Sheriff Proposal

Project Assumptions

- Project Management, Schedule, etc.
- The project management services included in this proposal assume the project duration with high level project oversight.
- Data Conversion: Project specific NO data conversion.
- Technical Services: No specific installation services are requested.
- Equipment: The Client will provide all hardware, peripherals, equipment, and third party software required for County Office.

Implementation Assumptions

- Configuration, Training, and On-Site Assistance: The proposal includes basic configuration, training, and on-site assistance to assist the Client with configuration of the system, which includes defining security, setting up code lists, and defining system behavior and business rules. This activity requires significant participation by Client personnel.
- Training: This proposal includes a specific amount of training time. Training will be performed in a classroom setting using desktop and equipment provided by client. This activity will be performed on-site at a customer workstation during training. Training cases will have no more than 5 participants per instructor. Training is conducted during normal business hours.
- On-Site Assistance: This proposal assumes that a team of 3 to have planning, training, management system, and additional, more complex business process training will take place in an instructor-led classroom environment.
- On-Site Assistance: This proposal includes a specific amount of time for on-site assistance and follow-up training. Additional on-site training and assistance can be provided at the Client's discretion.
- On-Site Assistance: This proposal assumes that specific requirements of Winkler County Law Enforcement will be configured and trained for Winkler County. The proposal includes the following reports: ACR, US, UCR, ICR, and 24-Hour Observation Reports.
- Travel: Client will be responsible for all air and reasonable travel expenses. All travel will be covered by the Client's travel policy.

A motion was made by Commissioner Thompson and seconded by Commissioner Wolf to approve the replacement of Commissioners' Courtroom carpet in an amount not to exceed \$10,000.00 from committed 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 three (3) year contract for County wide electricity with Direct Energy Business, LLC; which motion became an order of the Court upon the following vote:

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

mailto:jeanna.wolf@co.winkler.tx.us; Charles.wolf@co.winkler.tx.us; http://www.co.winkler.tx.us/versions/websites/1.5.2/100ppp.ppt

TASB/Direct Energy Renewal Rates

From: Simpson, Danielle
 Sent: Tue, Jul 7, 2015 at 3:44 pm
 To: jeanna.wolf@co.winkler.tx.us, Charles.wolf@co.winkler.tx.us
 Cc: Simpson, Danielle, Scholz, Erin

image001.png (1.1 KB) image002.png (1.1 KB) image003.png (1.1 KB) image004.png (1.2 KB)
 image005.png (1.1 KB) image006.png (1.1 KB) price matrix 7.7.15.xlsx (51.6 KB) [Download all](#)

Hello Team Winkler,

It was great chatting with y'all once again. I have your refreshed prices to use for your meeting on Monday. As you can see the prices actually came down a bit more than when I showed y'all last month. Shocking that in the middle of summer our rates actually look this good. This is a great idea of what you would be able to lock in at next week if your board would like to move forward.

Let me know if you have any questions. Have a great evening!

County of Winkler

Date:	7/7/2015
Contract Start Date:	Jun-17
Current Contract Rate:	0.95822
Current Annual Spends:	\$169,711.30
Projected Annual Usage:	2,915,000

12 Months	\$0,04463	12 Month Annual Estimated Savings	\$39,614.85
24 Months	\$0,04510	24 month Annual Estimated Savings	\$38,244.80
36 Months	\$0,04557	36 month Annual Estimated Savings	\$36,814.75

Thanks,

Danielle Simpson
 Direct Energy
 Senior Business Development Manager
 972-342-5316
 fax 877-715-5478

909 Lake Carolyn Parkway
 Suite 1020
 Irving, Texas 75039



1 of 2


7/7/2015 3:50 PM

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve budget amendment in the amount of \$20,000.00 for Sheriff's Office overtime from committed funds; which motion became an order of the Court upon the following vote:

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

At this time the Court heard Sheriff's presentation of Annual Jail Report from Texas Commission on Jail Standards.

TEXAS COMMISSION ON JAIL STANDARDS

<p>EXECUTIVE DIRECTOR Brandon S. Wood</p>		<p>P.O. Box 12885 Austin, Texas 78711 Voice: (512) 463-5505 Fax: (512) 463-3185 http://www.texasjailstandards.org info@texasjailstandards.org</p>
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June 25, 2015

Sheriff George Keely
 Winkler County Sheriff's Office
 P. O. Box 850
 Kermit, TX 79745-0860

Dear Sheriff Keely,

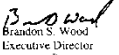
The Texas Commission on Jail Standards wishes to acknowledge the excellent work of the Winkler County Sheriff's Office with a Certificate of Compliance for the Winkler County Jail. The most recent inspection of your facility on June 24, 2015 by Texas Commission on Jail Standards Inspector Philip Bosquez has demonstrated that your facility is in compliance with Texas Minimum Jail Standards.

The Certificate of Compliance demonstrates your outstanding leadership and the diligent work of your staff in complying with minimum jail standards. In addition, this achievement is a direct result of your office's commitment to excellence and is an example of dedication and professionalism in maintaining a safe, secure, and sanitary facility.

Providing the essential budgetary support for jail operations is also imperative to achieving compliance, so let me also congratulate the Winkler County Commissioners' Court for their vital support of jail operations.

The citizens of Winkler County should be proud of your combined efforts, as is the Texas Commission on Jail Standards.

Respectfully,


 Brandon S. Wood
 Executive Director

BW/jh

cc: Judge Charles Wolf, Winkler County

RECEIVED
 JUN 29 2015
 BY: _____

To: Mrs. D. Egger, Allison, Vice Chair; Sheriff Steven D. Wilson, Comptroller; Dr. Robert M. Spivey, M.D., Chairman
 Travis A. Arnsperger, Auditor; Sheriff Gary Foster, Midland; Cathy N. May, Secretary
 Nancy M. Conley, Vice Chair
 The Commission on Jail Standards welcomes all suggestions and is particularly interested in all suggestions directed against the agencies or any facilities under its jurisdiction.
 The governmental government is divided into three major branches: legislative, executive and judicial. Each branch has a role to play in governing the state and its people.

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Winkler County Rural Health Clinic construction change order with Level 5 for ff&e in the amount of \$825.00 from

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

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

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

MONTHLY REPORTS		June 2014	
For the Month of		Date	Amount
Tommy Duckworth, Co Attorney	Fee <u>50.00</u> Hot Check	Received 7-7-14	- 0 -
Bonnie Leck, County Judge		7-7-14	\$2.00
Minerva Soltero, Tax Assessor		7-10-14	\$163,453.09
Shethelia Reed, County Clerk		7-3-14	\$24,595.50
Glenda Mixon, JP Precinct #2		6-30-14	\$824.00
Sherry Terry, District Clerk		7-3-14	\$3985.24
DeLynn Trammell, JP Precinct #1		6-30-14	\$15,498.00
George Keely, Sheriff		7-3-14	\$1435.96
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		7-2-14	\$1,361,703.42
Lee Wilson, Constable Pct # 2			
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

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

At this time the Court entered into Budget Workshop until 11:15 o'clock A.M., at which time the Court recessed until Tuesday, July 14, 2015 at 9:00 o'clock A.M.

At 9:00 o'clock A.M. on Tuesday, July 15, 2015, the Court reconvened and entered into Budget Workshop.

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