

THE STATE OF TEXAS)
 :
 COUNTY OF WINKLER)

On this the 22nd day of October, 2012, the Commissioners' Court of Winkler County, Texas, met in Special Term of Court at the Courthouse in Kermit, Texas, with the following members present, to-wit:

Bonnie Leck	County Judge
J. R. Carpenter	Commissioner, Precinct No. 1
Robbie Wolf	Commissioner, Precinct No. 2
Randy Neal	Commissioner, Precinct No. 3
Billy Ray Thompson	Commissioner, Precinct No. 4
Shethelia Reed	County Clerk and Ex-Officio Clerk of Commissioners' Court

constituting the entire Court, at which time the following among other proceedings were had:

At 9:00 o'clock A.M. Judge Leck called the meeting to order.

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve September, 2012 minutes; which motion became an order of the Court upon the following vote:

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

At this time Judge Leck asked for matters of business from the audience.

The Court received reports from Robin Hawkins, Director, regarding activities at the Senior Citizens Recreation Center; Chase Settle, Extension Agent – Agriculture, regarding 4-H activities and Bonnie Leck, County Judge, gave a report regarding the Emergency Medical Service.

A motion was made by Commissioner Thompson and seconded by Commissioner Neal to approve request of Winkler County Senior Citizens Recreation Center to open on Saturday, November 10, 2012 to host "Remembering the Veterans" ceremonies; which motion became an order of the Court upon the following vote:

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

There was no financial information or monthly reports regarding Winkler County Memorial Hospital for the Court to consider at this time.

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Proclamation declaring November, 2012

as Home Care and Hospice Month in Winkler County; which motion became an order of the Court upon the following vote:

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

PROCLAMATION

2012 Home Care and Hospice Month

WHEREAS, home care services provide high quality and compassionate health care services to those in need, especially at times of community or personal health care crisis; and

WHEREAS, home care is the most preferred method of health care delivery among disabled, elderly and chronically ill individuals eager to live independently in their own homes as long as they possibly can; and

WHEREAS, home care in Texas is a growing alternative to hospitalization or other institution-based forms of health care for acute and chronic illness, providing care to hundreds of thousands of Texans each year; and

WHEREAS, hospice care provides humane and comforting support for terminally ill patients and their families, including pain control, palliative medical care, and social, emotional and spiritual services; and

WHEREAS, hospice fulfills basic human needs of feeling comfortable in familiar surroundings and of attaining physical and emotional peace during the last stage of life; and

WHEREAS, the Texas Association for Home Care and Hospice and home care and hospice providers in Texas have declared the month of November, 2012 as "Home Care and Hospice Month" with the theme of "Home Is Where The Heart Is" and are calling on all Texans to observe this occasion with appropriate ceremonies and activities;

NOW, THEREFORE, WE, THE WINKLER COUNTY COMMISSIONERS' COURT do hereby proclaim the month of November, 2012, as **HOME CARE AND HOSPICE MONTH** in Winkler County and encourage the support and participation of all citizens in learning more about the home care and hospice philosophy of care for the elderly, disabled, and terminally ill.

THEREFORE, IN OFFICIAL RECOGNITION WHEREOF, we, the undersigned do hereby affix our signatures this 22nd day of October, 2012.

Bonnie Leek
Winkler County Judge

J. R. Carpenter
Commissioner, Precinct 1

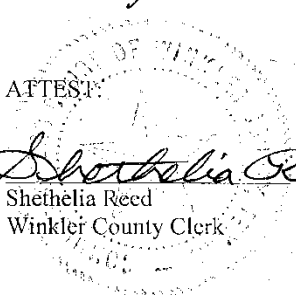
Robbie Wolf
Commissioner, Precinct 2

Randy Neal
Commissioner, Precinct 3

Billy Ray Thompson
Commissioner, Precinct 4

ATTEST:

Shethelia Reed
Winkler County Clerk



A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve request of Ariel Watkins to use Recreation Center at County Park in Kermit for baby shower on Saturday, November 10, 2012; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve request of Sylvia Rivas to use Recreation Center at County Park in Kermit for birthday party on Saturday, December 15, 2012; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Thompson and seconded by Commissioner Neal to approve request of Kermit Chamber of Commerce to use Community Center in Kermit for annual banquet on Saturday, Sunday and Monday February 2, 3 and 4, 2013; which motion became an order of the Court upon the following vote:

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

Agenda item regarding request of Sheriff to hire jailer for Winkler County Law Enforcement Center to fill vacancy was not needed at this time.

A motion was made by Commissioner Wolf and seconded by Commissioner Thompson to approve appointment of Richard Crow to fill vacancy of Constable, Precinct No. 1 position effective November 01, 2012; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to adopt Resolution for 2013 Indigent Defense Grant Program and designate County Judge as the Authorized Official and County Auditor as Financial Officer for this program; which motion became an order of the Court upon the following vote:

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

2013 Winkler County Resolution
Indigent Defense Grant Program

WHEREAS, under the provisions of the Fair Defense Act, 77th Regular Session, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation of the provisions of the Fair Defense Act and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Winkler County Commissioners Court has agreed that in the event of loss or misuse of the funds, Winkler County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Judge is designated as the Program Director and contact person for this grant and the County Auditor is designated as the Financial Officer for this grant.

Adopted this 22nd day of October, 2012.

Bonnie Sue Leck
Winkler County Judge

Attest:

Shethelia Reed, Winkler County Clerk

Internet Submission Form

After submitting the formula grant application on-line, the following Internet submission confirmation number was received # 201324820121022. This grant application submission was in accordance with the Commissioners Court Resolution above.

Bonnie Sue Leck
Winkler County Judge

2013 Winkler County Formula Grant Program Application Confirmation

County:	Winkler
Fiscal Year:	2013
Confirmation Number:	201324820121022
Projected Allocation:	To Be Determined
County's FY01 Baseline:	\$13,986.00
State Payee Identification number:	1756001202
Division or unit within the county to administer the grant:	County Judge
Official County Mailing Address:	Drawer Y Kermit, TX 79745

The County Judge is **Bonnie Sue Leck**.
 The Financial Officer is the County Auditor, **Jeanna Wilhelm**.
 The Local Administrative District Judge is **Martin Muncy**.
 The Local Administrative Statutory County Court Judge is **Bonnie Sue Leck**.
 The Chairman of the Juvenile Board is **Martin Muncy**.

Receive
Plan
Mailings

Indigent Defense Plan Review Summary		
District Plan	County Plan	Juvenile Board Plan
Complete	Complete	Complete
The plan requirements appear to have been met.		

After printing out the Resolution / Internet Submission Form and obtaining the appropriate signatures, mail or fax the form to:

Megan McIntire, PPRI
311 H.C. Dullie Bell Building
TAMU Mailstop 4476
College Station, Texas 77843-4476
Fax number: 888-351-3485

Resolution / Internet Submission Form: Click on link to open new window with Sample resolution. This may be printed or copied (Ctrl+A, Ctrl+C) and pasted (Ctrl+V) into Word Processing software for editing. [Word Version](#)

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve acceptance of Fair Labor Standards Act Safe Harbor Policy for Winkler County; which motion became an order of the Court upon the following vote:

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

E. EMPLOYEE COMPENSATION AND BENEFITS

E-1. FAIR LABOR STANDARDS ACT SAFE HARBOR

Winkler County makes every effort to pay its employees correctly. Occasionally, however, inadvertent mistakes can happen. When mistakes do happen and are brought to the attention of the Human Resources Department and/or County Auditor's Office attention, Winkler County will promptly make any corrections necessary. Please review your pay stub when you receive it to make sure it is correct. If you believe a mistake has occurred or if you have any questions, please contact the Human Resources Department or the County Auditor's Office immediately.

Employees who are classified as non-exempt employees must maintain an accurate record of the total hours you work each day. It is the responsibility of each employee to verify that their time sheets are correct. Your time card must accurately reflect all regular and overtime hours worked; any absences, late arrivals, early departures, and meal breaks. Do not sign your time card if it is not accurate. When you receive each pay check, please verify immediately that you were paid correctly for all regular and overtime hours worked each work week.

Unless you are authorized by your Supervisor, you should not work any hours that are not authorized. Do not start work early, finish work late, work during a meal break, or perform any other extra or overtime work unless you are authorized to do so. That time worked is to be recorded on your time card. Employees are prohibited from performing any "off-the clock" work. "Off-the-clock" work means work you may perform but fail to report on your time card. Any employee who fails to report or inaccurately reports any hours worked will be subject to disciplinary action, up to and including termination.

It is a violation of Winkler County policy for any employee to falsify a time card, or to alter another employee's time card. It is also a serious violation of County policy for any employee, supervisor, or official to instruct another employee to incorrectly or falsely report hours worked, or to alter another employee's time card to under- or over- report your hours worked. If anyone instructs you to (1) incorrectly or falsely under- or over report your hours worked, or (2) alter another employee's time records to inaccurately or falsely report that employees hours worked, you should report it immediately to the Human Resources Department and/or the County Auditors Office.

If you are classified as an exempt salaried employee, you will receive a salary which is intended to compensate you for all hours worked for Winkler County. This salary will be established at the time of hire or when you become classified as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a pre-determined amount that will not be subject to deductions for variations in the quantity or quality of the work you perform.

Your salary may also be reduced for certain types of deductions such as your portion of health,

dental or life insurance premiums; state, federal or local taxes, social security, retirement; or, voluntary contributions to a deferred compensation plan. In any work week in which you performed any work; your salary may be reduced for any of the following reasons: 1) absence from work for one or more full days for personal reasons, other than sickness or disability; or 2) full day disciplinary suspensions for infractions of our written policies and procedures; or 3) full day for violating safety rules of a major significance; or 4) Family and Medical leave or Military Leave absences; or 5) to offset amounts received as payment for injury and witness fees or military pay; or 6) the first or last week of employment in the event you work less than a full week.

In any work week in which you performed any work, your salary will not be reduced for any of the following reasons: 1) partial day absences for personal reasons, sickness or disability; or 2) your absence because the facility is closed on a scheduled work day; or 3) your absence because of the County's operating requirements; or 4) absences for jury duty, attendance as a witness or military leave in any week in which you have performed any work; or 5) any other deductions prohibited by state or federal law.

Please note: it is not an improper deduction to reduce an employee's accrued vacation, personal or other forms of paid time off for full or partial day absences for personal reasons, sickness or disability.

If you have any questions about deductions from your pay, please immediately contact your supervisor. If you believe you have been subject to any improper deductions or your pay does not accurately reflect your hours worked, you should immediately report the matter to Human Resources, 432-586-2526. If you are unsure of who to contact or if you have not received a satisfactory response within five business days after reporting the incident, please immediately contact the County Auditor's Office at 432-586-3161. Every report will be fully investigated and corrective action will be taken where appropriate, up to and including discharge for any employee(s) who violates this policy. In addition, the County will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the County's investigation of such reports. Retaliation is unacceptable and any form of retaliation in violation of this policy will result in disciplinary action, up to and including termination.

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Letter of Understanding between Winkler County and Robison Johnston and Patton, LLP for Probation Department; which motion became an order of the Court upon the following vote:

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

Regina K. Johnston, P.C.
William P. Patton, P.C.

Members of
American Institute of Certified Public
Accountants,
Division of CPA Firms,
Private Companies Practice Section,
Texas Society of Certified Public
Accountants

Robison Johnston & Patton, LLP
CERTIFIED PUBLIC ACCOUNTANTS
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

August 8, 2012

Steve Dunn
Chief Adult Probation Officer
Winkler County, Texas

Dear Mr. Dunn:

We are pleased to confirm our understanding of the arrangements for audit services we are to provide for Winkler County, Texas for the year ending August 31, 2012.

We will make an organization-wide financial audit in regard to the financial statements, combining statements and other schedules of the Winkler County Community Supervision and Corrections Department. Our audit will be in accordance with auditing standards generally accepted in the United States of America, government auditing standards issued by the Comptroller General of the United States and auditing standards contained in Financial Management Manual for TDCJ-CJAD Funding, and accordingly, will include such test of the accounting records and such other auditing procedures as we consider necessary in the circumstances.

The financial statement audit will be to determine whether the financial statements are presented in accordance with TDCJ-CJAD reporting requirements.

As part of the audit of the financial statements, the annual audit will also include obtaining an understanding of the Winkler County's internal control structure and reporting any reportable conditions relating to the internal control structure that comes to our attention. Any material weakness noted during our study and evaluation of internal accounting and administrative controls will be reported.

The County's business office personnel will be utilized to hold down the fees and hours of Robison, Johnston & Patton, LLP. The County will be given a schedule of deadlines to provide specified forms, schedules, and statements. To the extent necessary, we will assist in preparing these.

If the County requests additional work or services within the general scope of this agreement, that work will be billed separately. Requests for additional work or services beyond the general scope of this agreement must be made in writing before the beginning of field work, and appropriate fees will be negotiated.

3823 84th Street • Lubbock, TX 79423 • (806) 783-0268 • (800) 658-9272 • Fax: (806) 783-0276
709 East Austin • P.O. Box 1175 • Kermit, TX 79745 • (432) 586-6663 • Fax: (432) 586-5506

We confirm that we are independent with respect to Winkler County. None of our partners, managers, or staff have any direct or indirect financial interest in Winkler County contracts, and no one assigned to the audit is related within a prohibited degree (as defined by nepotism law) to any employee of the County or to any of the employees.

Robison, Johnston & Patton, LLP, is a member of an external quality control review organization. Robison, Johnston & Patton, LLP, has a system of quality control for its accounting and auditing practice that requires of its staff a minimum of 40 hours per year and a total of 120 hours every three years of continuing professional education. Additionally, for all staff responsible for planning, directing, and conducting substantial portions of the field work, or reporting on this audit engagement, the firm requires that 24 hours every two years be in subjects directly related to the government environment and to government auditing. We received an unqualified report on our latest peer review (a copy of which is attached).

Workpapers prepared by Robison, Johnston & Patton, LLP, during the audit will be the sole property of Robison, Johnston & Patton, LLP. However, we will furnish the County with copies of selected workpapers, as requested by the Department. Furthermore, the workpapers will be made available for review upon the request of the Texas Department of Criminal Justice, Community Justice Assistance Division, or when legal proceedings order their release.

As part of the audit of the financial statements, transactions and records pertaining to state programs will be tested for material compliance with state laws, rules, and regulations, and all instances of noncompliance will be reported to the Winkler County.

While we will be available to assist you in preparing the financial statements, Winkler County is ultimately responsible for the fair presentation of the financial statements, and ensuring that the financial statements render a full and proper account of the activities of the district. The County further acknowledges that it is responsible for ensuring that its funds are handled properly and in compliance with laws and regulations, but also for achieving the purposes for which the funds were authorized.

Robison, Johnston & Patton, LLP, accepts responsibility for ensuring that the audit is conducted by personnel who collectively have the necessary skills, that independence is maintained, that applicable standards are followed in conducting the audit, that the firm has an appropriate internal quality control system in place, and maintains participation in an external quality control review program.

A written auditor's report in the format specified by Financial Management Manual for TDCJ-CJAD Funding, shall be prepared and submitted to Winkler County. Additional copies of the final report will also be provided at that time. Audit working papers will be retained for three years from the date of the audit report.

Our services will also include a management letter, as necessary, oriented to constructive improvements for future operations of the County.

Our fees are based on the time our personnel require to complete the engagement plus direct expenses. Hourly rates vary in accordance with the degree of responsibility and skill of those assigned to the audit.

Billing will be rendered as work progresses and is payable upon receipt. This engagement includes only those services specifically described in this letter and appearances before government organizations or other regulatory bodies arising out of this engagement will be billed to you separately.

If at any stage of the audit engagement Robison, Johnston & Patton, LLP, becomes aware of material irregularities in the County's organization, Robison, Johnston & Patton, LLP, will promptly notify the director of audits of the Texas Department of Criminal Justice, Community Justice Assistance Division and the County's officials above the level of involvement.

Please indicate your agreement with the arrangements discussed herein by signing and returning the enclosed copy of this letter.

Robison Johnston & Patton LLP

Response:

This letter correctly sets forth the understanding of Winkler County, Texas.

Signature _____

Title _____

Date _____



Seymour Office
119 W. McLain, PO Box 592, Seymour, TX 76380
940.888.5539 / 940.888.5450

System Review Report

To Robison, Johnston & Patton, LLP
and the Peer Review Committee of the Texas Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Robison, Johnston & Patton, LLP (the firm) in effect for the year ended May 31, 2011. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed pursuant to *Government Auditing Standards*.

In our opinion, the system of quality control for the accounting and auditing practice of Robison, Johnston & Patton, LLP in effect for the year ended May 31, 2011, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Robison, Johnston & Patton, LLP has received a peer review rating of *pass*.

Davis Kinard & Co., PC

Certified Public Accountants

September 2, 2011

ABILENE • HASSELL • PLAINVIEW • SEYMOUR
www.dkcpa.com

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to receive 2012 Road and Bridge Report and enter same in Minutes of Commissioners' Court; which motion became an order of the Court upon the following vote:

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

YEAR OF 2012

PRECINCT 1, 2, 3, 4

ANNUAL ROAD REPORT

1. Condition of each road, culvert, and bridge in the precinct:

- C-101 paved, very good (newly paved) 8.3 miles
- C-102 paved, good 1.0 mile - good
- C-103 dirt + Caliche, under re construction - fair (8.1 mi)
- C-104 dirt + Caliche - good 2.0, unpaved
- C-133 Paved, very good, 2.9 miles
- C-301 Paved, some shoulder damage, good
- C-302 Paved, good, shoulder wear, good
- ~~C-304~~
- ~~C-305~~ 2.5 miles, paved, good
- C-305 paved, good, 2.5 mile
- C-306 paved 2 mi, 2.5 unpaved
- C-307 paved, some damage, fair
- C-313 paved, good, 2.4 mi
- C-401 7.7 miles, unpaved, poor
- C-402 4.4 miles unpaved, fair
- C-403 4.1 miles unpaved, fair
- C-404 14.9 miles - 1/2 paved, 1/2 unpaved
- C-405 1.0 unpaved, poor
- C-409 5.8 miles unpaved, under repair
- C-410 1.3 miles unpaved. good

- C-201 _____
- C-202 _____
- C-203 _____
- C-204 _____

JA Carpenter

COUNTY OF WINKLER

PAGE 1

YEAR OF 2012

PRECINCT 1, 2 3 4

ANNUAL ROAD REPORT

1. Condition of each road, culvert, and bridge in the precinct:

- C-101 _____
- C-102 _____
- C-103 _____
- C-104 _____
- C-133 _____
- C-301 _____
- C-302 _____
- C-304 _____
- C-305 _____
- C-305 _____
- C-306 _____
- C-307 _____
- C-313 _____
- C-401 _____
- C-402 _____
- C-403 _____
- C-404 _____
- C-405 _____
- C-409 _____
- C-410 _____

- C-201 Good (Paved) Sink Hole Fractures
- C-202 Good (Paved)
- C-203 Good (Paved)
- C-204 Good (Paved) Sink Hole Fractures

- C-205 Good (Paved)
- C-206 Bad Needs culiche to fix road
- C-207 Good (Paved)
- C-208 Good (Paved)
- C-209 Good (Paved)
- C-210 Good (Paved)
- C-211 Bad Needs culiche to fix road
- C-212 Good (Paved)
- C-213 Good (Paved)

- 2. Amount of money necessary for maintenance of the precinct roads during the next fiscal year: _____
- 3. Number of traffic control devices in the precinct defaced or torn down: _____
- 4. Any new road that should be opened in the precinct: _____
- 5. Any bridges, culverts, other improvements necessary to place the precinct roads in good condition, and the probable cost of the improvements: _____

Amount of money budgeted for this precinct for year \$ 1,059,851.35
 Money expended this year.....\$ 835,393.41
 Money remaining to be expended.....\$ 224,457.94

Submitted by the undersigned on this _____ day of _____

Commissioner, Precinct

Subscribed and sworn to, before me, the undersigned authority, this _____ day of _____

Notary Public, State of Texas

Submitted by the undersigned on this _____ day of _____

Commissioner, Precinct

Subscribed and sworn to, before me, the undersigned authority, this _____ day of _____

Notary Public, State of Texas

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve the following appointments to the Winkler County Local Data Advisory Board to fill vacancies:

- 1. Winkler County Sheriff's Office – Sheriff George Keely (may be officeholder or designee);
- 2. Winkler County District Attorney – Dorothy Holguin;
- 3. Winkler County Attorney – Stephen Taliaferro; and
- 4. Kermit Police Department – Jamie Dutton (may be officeholder or designee)

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

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve participation in the cost reconciliation and settlement process for public ambulance providers and authorizing County Judge to sign transmittal letter and affirm statements contained therein; which motion became an order of the Court upon the following vote:

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

**OFFICE of the COUNTY JUDGE
BONNIE LECK ~ WINKLER COUNTY**



P.O. Drawer 5
Kermit, TX 79745
TAC: 586-6618
Fax: 432-586-3223
Vicki Simpson
Administrative Assistant

October 22, 2012

Mr. Dan Huggins
Director, Rate Analysis for Acute Care Services
Texas Health and Human Services Commission
P.O. Box 85700
Mail Code H-400
Austin, TX 78708-5200

RE: Contributions of the non-federal share of payments to hospitals

Dear Mr. Huggins:

I am the County Judge of Winkler County. As such, I am personally knowledgeable of the facts in this letter, and I am authorized by the Commissioners' Court of Winkler County to affirm these facts on behalf of the entity.

Winkler County is a county authority organized under the laws of the State of Texas. It is legally authorized to levy and collect ad valorem taxes, generate public revenue, or receive and expend appropriated public funds.

Winkler County has voluntarily agreed to certify public expenditures for use as the non-federal share Medicaid payments to the provider listed in this letter. *Winkler County is not required by the State of Texas to make this certification of public expenditures.* Winkler County did not certify the funding of the non-federal share of these payments prior to October 1, 2008.

For the Emergency Medical Service ambulance services program (described on page 1b of Attachment 4.19 B of the Texas Medicaid State Plan), Winkler County will provide the certification of the non-federal share of their payments annually by the submission of the approved cost report.

Letter to Texas Health and Human Services Commission
October 22, 2012
Page Two

Winkler County will continue to provide the funding described in this letter until indefinitely. In the event Winkler County appropriates additional funds for this program at that time, I will notify you by letter of that decision.

Please feel free to contact me at (432) 586-6658 should you have any questions regarding this matter.

Sincerely,

Bonnie Leck
Winkler County Judge

BL:vs

CC: Jeana Wilhelm, Winkler County Auditor
James Everett, Chief, Winkler County Emergency Medical Service

- Overview of the governmental agency.
Winkler County, Texas is a county authority organized in 1910 under the laws of the State of Texas. It is legally authorized to levy and collect ad valorem taxes, generate public revenue, or receive and expend appropriated public funds.
- Complete organizational chart of the governmental agency (attached)
- Complete organizational chart of the ambulance department within the governmental agency providing ambulance services (attached)
- Identify specific geographic service area covered by the ambulance department, by Zip code.
Winkler County, Texas containing the City of Kermit (79745) and the City of Wink (79789) and Loving County, Texas containing the City of Montrose (79754).
- Copies of job descriptions for staff types or job categories of staff who work for the ambulance department (attached)
Chief
Assistant Chief
EMT - Paramedic (Full Time)
EMT - 1 (Full Time)
EMT - Basic (Full Time)
EMT - Paramedic (PRN - as needed)
EMT - 1 (PRN - as needed)
EMT - Basic (PRN - as needed)
- Estimated percentage of time each staff member spends working for each department, i.e., ambulance department, finance department, etc. (Including Medical Director, Business Manager, Chief Financial Officer, etc. If any staff performs services for other departments other than ambulance, please provide the estimated percentage of time spent for each department.)
Medical Director - Dan Spear, M.D. - 2%; remainder to medical practice
Business Manager - Winkler County Judge - 5%; remainder to Winkler County
Chief Financial Officer - Winkler County Auditor - 5%; remainder to Winkler County
Human Resources Director - 10%; remainder to Winkler County
Billing - 40%
Staff - 100%

- I list a primary contact for your organization, who will respond to questions or inquiries about the ambulance department. Please include Name, Address, Phone Number, E-mail Address and Fax Number.

Bonnie Leck
Winkler County Judge
P.O. Drawer 5
Kermit, TX 79745
(432) 586-6658
bonnie.leck@co.winkler.tx.us
(432) 586-3223 (fax)

- All Texas Provider Identification (TPI) numbers and National Provider Information (NPI) numbers utilized by your organization(s) Ambulance Department/Service for billing purposes.
TPI number 75-6001202
NPI number 1952414294

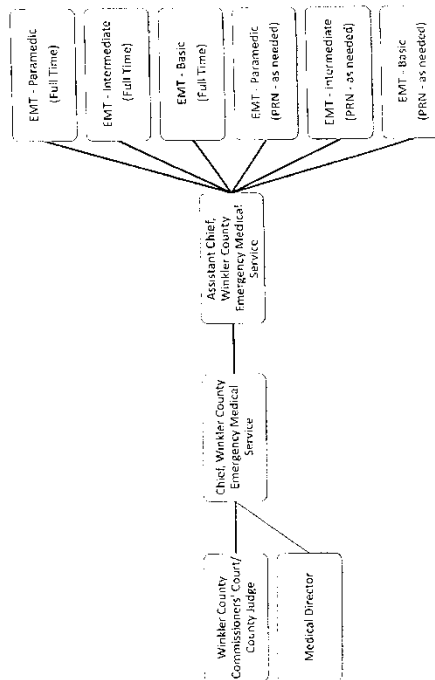
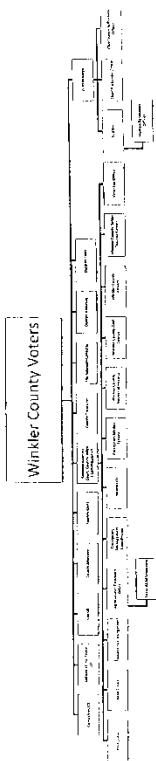
An estimated fiscal impact to the organization

	2011	2012	2013
Revenue	\$179,283	\$ 77,310	\$130,000
Expenditure	\$711,499	\$448,569	\$823,625

- Your agencies fiscal year.
Winkler County's fiscal year is a calendar year ending December 31 of each year.

- Any affiliations with other public or private ambulance providers.
Ward Memorial EMS - Montrose, Texas
Andrews EMS - Andrews, Texas
Pecos EMS - Pecos, Texas
CareStar Air Medical - Odessa, Texas
Native Air Medical - Hobbs, New Mexico
Aerocare - Lubbock, Texas
Carol's Ambulance Service - Odessa, Texas
Permian Basin Ambulance Service - Odessa, Texas

- A signed letter documenting the governmental providers voluntary contribution of non-federal funds (attached)



Winkler County Emergency Medical Service
Policy and Procedure Manual

Job Descriptions
EMS Chief

Job Title: EMS Chief
Supervisor: Winkler County Judge
Schedule: 24 hour Shifts and On-Call
Hours per week: 48 shift, 48 On-Call minimum + Overtime
Summary of Job Description:
 Oversee and direct all employees, equipment and daily operations of Winkler County EMS in accordance with Medical Protocols and Policy and Procedures Manual.

MINIMUM QUALIFICATIONS
 Resident of Kermit Texas within 45 days of date of employment
Education:
 a. Must be at least 18 years of age.
 b. Must be Texas Department of State Health Services Certified or Licensed Paramedic
 c. Must have American Heart Association Advanced Cardiac Life Support, Healthcare Provider CPR and Pediatric Advanced Life Support certification within 180 days of employment and certifications must be kept current as long as employed

Knowledge:
 a. Exceptional knowledge of emergency care procedures expected for Paramedic Level certification
 b. Exceptional knowledge of signs and symptoms of both common illnesses and traumatic injuries
 c. Knowledge of current State of Texas traffic laws pertaining to Emergency Vehicle Operations

Personal Skills:
 a. Ability to remain calm, think and act quickly in stressful situations
 b. Skill in application of emergency care procedures and equipment
 c. Skill in emergency driving techniques
 d. Exceptional Leadership ability

PERFORMANCE REQUIREMENTS
Planning Duties:
 a. Scheduling of EMS employees to ensure coverage of both 1st and 2nd Out response
 b. Ordering of Supplies or Equipment as needed
 c. Responsible for Maintenance of vehicles, EMS building and equipment
 d. Responsible for meeting all requirements needed to maintain "In Good Standing" status with Texas "J" RAC

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Winkler County Emergency Medical Service
Policy and Procedure Manual

EMS Chief (cont.)

Organizing and Coordinating Duties:
 a. Leads, directs and participates in the delivery of Emergency and Non-Emergency patient care
 b. Gives direction to other crew members regarding medical or trauma issues that have not previously been encountered
 c. During Mass Casualty Incident participates in the coordination of multiple EMS agencies, Law Enforcement and Fire Department personnel

Decision Making:
 Able to make decisions independently utilizing available information along with known and unknown situational factors to ensure employee safety, public safety and quality patient care

Internal and External Contacts:
 a. Law Enforcement Personnel
 b. Fire Department Personnel
 c. Outside EMS Agencies and Personnel
 d. Nursing Personnel
 e. Texas Department of State Health Services Personnel
 f. Texas "J" RAC
 g. Elected Officials
 h. Media
 i. General Public

WORK PERFORMANCE
Daily:
 a. Leads, directs and participates in the delivery of Emergency and Non-Emergency patient care
 b. Cleans and restocks ambulance
 c. Performs all daily duties as listed on the Daily Duties Form found on page 32 of Policy and Procedure Manual
 d. Performs or coordinates any needed vehicle, building or equipment maintenance
 e. Leads, directs, counsels or disciplines all other employees of Winkler County EMS as needed
 f. Performs or coordinates any requirements of Texas Department of State Health Services to maintain "Licensed Provider" status of Winkler County EMS

Weekly:
 Organizes, reviews and presents to County Auditor receipts, invoices and packing slips for supplies or equipment received during previous week

Bi-Weekly:
 Organizes, reviews, verifies and presents to County Human Resources Office individual employee time sheets and Time Sheet Summary Form

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Winkler County Emergency Medical Service
Policy and Procedure Manual

EMS Chief (cont.)

- Monthly:**
- a. Performs or coordinates checking of expiration dates on medications and supplies and replacement of expired medications or supplies as needed on the 1st day of every month
 - b. Attends meeting of Winkler County Commissioner's Court as needed as EMS issues are discussed and reports previous month's run totals on 4th Monday of every month
 - c. Attends Texas "J" RAC meetings and participates as required to maintain "In Good Standing" status
 - d. Produces following month's employee schedule at least 96 hours prior to end of current month's schedule
- Yearly:**
- a. Performs and coordinates review and revision of Policy and Procedure Manual, makes recommended changes and presents new Manual to Winkler County Commissioner's Court for Approval
 - b. Performs and coordinates review and revision of Medical Protocol Manual, makes recommended changes and presents new Manual to Winkler County Commissioner's Court for Approval
 - c. Coordinates renewal of Medical Director Contract
 - d. Coordinates renewal of Loving County Contract

JOB RELATIONSHIPS

- Employees Supervised:**
All employees of Winkler County EMS
- Promotion Lines to this Position:**
- a. Texas Department of State Health Services Paramedic Level employees
 - b. EMT-Basic and EMT-Intermediate Level employees that obtain Texas Department of State Health Services Paramedic Level certification
- Promotion Lines from this Position:**
None
- Sources of Employees**
Applicants who meet minimum requirements listed previously

PHYSICAL and MENTAL REQUIREMENTS

- Physical**
Able to lift, push or pull 100lbs. minimum
- Mental**
Able to deal respectfully and tactfully with supervised employees and all other Internal and External Contacts listed previously

WORK ENVIRONMENT
Varied

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Winkler County Emergency Medical Service
Policy and Procedure Manual

**Job Descriptions
Paramedic**

Job Title: Paramedic
Supervisor: Winkler County EMS Chief or his/her Designee
Schedule: 24 hour Shifts and On-Call
Hours per week: 48 shift, 48 On-Call minimum + Overtime
Summary of Job Description:
Provide Emergency and Non-Emergency care to patients within Winkler and Loving Counties and Transfers of patients from Winkler County Memorial Hospital to facilities outside Winkler County

MINIMUM QUALIFICATIONS

- Education:**
- a. Must be at least 18 years of age.
 - b. Must be Texas Department of State Health Services Certified or Licensed Paramedic
 - c. Must have American Heart Association Advanced Cardiac Life Support, Healthcare Provider CPR and Pediatric Advanced Life Support certification within 180 days of employment and certifications must be kept current as long as employed
- Knowledge:**
- a. Exceptional knowledge of emergency care procedures expected for Paramedic Level certification
 - b. Exceptional knowledge of signs and symptoms of both common illnesses and traumatic injuries
 - c. Knowledge of current State of Texas traffic laws pertaining to Emergency Vehicle Operations
- Personal Skills:**
- a. Ability to remain calm, think and act quickly in stressful situations
 - b. Skill in application of emergency care procedures and equipment
 - c. Skill in emergency driving techniques
 - d. Above average leadership ability
- Organizing and Coordinating Duties:**
- a. Leads, directs and participates in the delivery of Emergency and Non-Emergency patient care
 - b. Gives direction to other crew members regarding medical or trauma issues that have not previously been encountered
 - c. During Mass Casualty Incident participates in the coordination of multiple EMS agencies, Law Enforcement and Fire Department personnel

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Winkler County Emergency Medical Service
Policy and Procedure Manual

Paramedic (cont.)

- Decision Making:**
Able to make decisions independently utilizing available information along with known and unknown situational factors to ensure employee safety, public safety and quality patient care
- Internal and External Contacts:**
- a. Law Enforcement Personnel
 - b. Fire Department Personnel
 - c. Outside EMS Agencies and Personnel
 - d. Nursing Personnel
 - e. Texas Department of State Health Services Personnel
 - f. Elected Officials
 - g. Media
 - h. General Public

WORK PERFORMANCE

- Daily:**
- a. Leads, directs and participates in the delivery of Emergency and Non-Emergency patient care
 - b. Cleans and restocks ambulance
 - c. Performs all daily duties as listed on the Daily Duties Form found on page 32 of Policy and Procedure Manual
 - d. Performs or notifies Chief of any needed vehicle, building or equipment maintenance according to Policy and Procedure manual
 - e. Leads, directs or counsels other employees of Winkler County EMS as needed
 - f. Performs any duties not listed above when directed to by EMS Chief
- Bi-Weekly:**
Complete Employee Time Sheet prior to 10am Thursday following the end of the current pay period
- Monthly:**
Performs or coordinates checking of expiration dates on medications and supplies and replacement of expired medications or supplies as needed on the 1st day of every month
- Yearly:**
- a. Participates in review and revision of Policy and Procedure Manual.
 - b. Participates in review and revision of Medical Protocol Manual.

JOB RELATIONSHIPS

- Employees Supervised:**
- a. EMT-Basic and EMT-Intermediate Level employees
 - b. Paramedic Level employees as directed by EMS Chief

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Winkler County Emergency Medical Service
Policy and Procedure Manual

Paramedic (cont.)

Promotion Lines to this Position:
EMT-Basic and EMT-Intermediate Level employees that obtain Texas Department of State Health Services Paramedic Level certification

Promotion Lines from this Position:
Winkler County EMS Chief

Sources of Employees
Applicants who meet minimum requirements listed previously

PHYSICAL and MENTAL REQUIREMENTS

- Physical**
Able to lift, push or pull 100lbs. minimum
- Mental**
Able to deal respectfully and tactfully with supervised employees and all other Internal and External Contacts listed previously

WORK ENVIRONMENT
Varied

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Winkler County Emergency Medical Service
Policy and Procedure Manual

**Job Descriptions
EMT-Intermediate**

Job Title: EMT-Intermediate
Supervisor: Winkler County EMS Chief or his/her Designee
Schedule: 24 hour Shifts and On-Call
Hours per week: 48 shift, 48 On-Call minimum + Overtime
Summary of Job Description:
Provide Emergency and Non-Emergency care to patients within Winkler and Loving Counties and Transfers of patients from Winkler County Memorial Hospital to facilities outside Winkler County

MINIMUM QUALIFICATIONS

- Education:**
- Must be at least 18 years of age.
 - Must be Texas Department of State Health Services Certified EMT-Intermediate
 - Must have American Heart Association Advanced Cardiac Life Support, Healthcare Provider CPR and Pediatric Advanced Life Support certification within 180 days of employment and certifications must be kept current as long as employed
- Knowledge:**
- Exceptional knowledge of emergency care procedures expected for EMT-Intermediate Level certification
 - Exceptional knowledge of signs and symptoms of both common illnesses and traumatic injuries
 - Knowledge of current State of Texas traffic laws pertaining to Emergency Vehicle Operations
- Personal Skills:**
- Ability to remain calm, think and act quickly in stressful situations
 - Skill in application of emergency care procedures and equipment
 - Skill in emergency driving techniques
- Organizing and Coordinating Duties:**
- Leads, directs and participates in the delivery of Emergency and Non-Emergency patient care by employees with lower certification level
 - Gives direction to other crew members with lower certification level regarding medical or trauma issues that have not previously been encountered
 - During Mass Casualty Incident participates in the coordination of multiple EMS agencies, Law Enforcement and Fire Department personnel

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Winkler County Emergency Medical Service
Policy and Procedure Manual

EMT-Intermediate (cont.)

- Decision Making:**
Able to make decisions independently utilizing available information along with known and unknown situational factors to ensure employee safety, public safety and quality patient care
- Internal and External Contacts:**
- EMS Chief
 - Paramedic Level Employees
 - Law Enforcement Personnel
 - Fire Department Personnel
 - Outside EMS Agencies and Personnel
 - Nursing Personnel
 - Texas Department of State Health Services Personnel
 - Elected Officials
 - Media
 - General Public

WORK PERFORMANCE

- Daily:**
- Provides Emergency and Non-Emergency care to patients within Winkler and Loving Counties and Transfers of patients from Winkler County Memorial Hospital to facilities outside Winkler County
 - Leads and directs the delivery of Emergency and Non-Emergency patient care by employees with lower certification level
 - Cleans and restocks ambulance
 - Performs all daily duties as listed on the Daily Duties Form found on page 32 of Policy and Procedure Manual
 - Performs or notifies Chief of any needed vehicle, building or equipment maintenance according to Policy and Procedure manual
 - Leads, directs or counsels other employees with lower certification level as needed
 - Performs any duties not listed above when directed to by EMS Chief
- Bi-Weekly:**
Complete Employee Time Sheet prior to 10am Thursday following the end of the current pay period
- Monthly:**
Performs or coordinates checking of expiration dates on medications and supplies and replacement of expired medications or supplies as needed on the 1st day of every month
- Yearly:**
- Participates in review and revision of Policy and Procedure Manual.
 - Participates in review and revision of Medical Protocol Manual.

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Winkler County Emergency Medical Service
Policy and Procedure Manual

EMT-Intermediate (cont.)

JOB RELATIONSHIPS

- Employees Supervised:**
- EMT-Basic Level employees
 - EMT-Intermediate Level employees as directed by EMS Chief
- Promotion Lines to this Position:**
EMT-Basic Level employees that obtain Texas Department of State Health Services EMT-Intermediate Level certification
- Promotion Lines from this Position:**
Paramedic. After obtaining Texas department of Health Services Paramedic Level Certification or License
- Sources of Employees:**
Applicants who meet minimum requirements listed previously

PHYSICAL and MENTAL REQUIREMENTS

- Physical**
Able to lift, push or pull 100lbs. minimum
- Mental**
Able to deal respectfully and tactfully with supervised employees and all other Internal and External Contacts listed previously

WORK ENVIRONMENT

Varied

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Winkler County Emergency Medical Service
Policy and Procedure Manual

**Job Descriptions
EMT-Basic**

Job Title: EMT-basic
Supervisor: Winkler County EMS Chief or his/her Designee
Schedule: 24 hour Shifts and On-Call
Hours per week: 48 shift, 48 On-Call minimum + Overtime
Summary of Job Description:
Provide Emergency and Non-Emergency care to patients within Winkler and Loving Counties and Transfers of patients from Winkler County Memorial Hospital to facilities outside Winkler County

MINIMUM QUALIFICATIONS

- Education:**
- Must be at least 18 years of age.
 - Must be Texas Department of State Health Services Certified EMT-Basic
- Knowledge:**
- Exceptional knowledge of emergency care procedures expected for EMT-Basic Level certification
 - Exceptional knowledge of signs and symptoms of both common illnesses and traumatic injuries
 - Knowledge of current State of Texas traffic laws pertaining to Emergency Vehicle Operations
- Personal Skills:**
- Ability to remain calm, think and act quickly in stressful situations
 - Skill in application of emergency care procedures and equipment
 - Skill in emergency driving techniques
- Organizing and Coordinating Duties:**
During Mass Casualty Incident participates in the coordination of multiple EMS agencies, Law Enforcement and Fire Department personnel
- Decision Making:**
Able to make decisions independently utilizing available information along with known and unknown situational factors to ensure employee safety, public safety and quality patient care

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Policy and Procedure Manual

EMT-Basic (cont.)

Internal and External Contacts:

- a. EMS Chief
- b. Paramedic and EMT-Intermediate Level Employees
- c. Law Enforcement Personnel
- d. Fire Department Personnel
- e. Outside EMS Agencies and Personnel
- f. Nursing Personnel
- g. Texas Department of State Health Services Personnel
- h. Elected Officials
- i. Media
- j. General Public

WORK PERFORMANCE

Daily:

- a. Provides Emergency and Non-Emergency care to patients within Winkler and Loving Counties and Transfers of patients from Winkler County Memorial Hospital to facilities outside Winkler County
- b. Cleans and restocks ambulance
- c. Performs all daily duties as listed on the Daily Duties Form found on page 32 of Policy and Procedure Manual
- d. Performs or notifies Chief of any needed vehicle, building or equipment maintenance according to Policy and Procedure Manual
- e. Performs any duties not listed above when directed to by EMS Chief

Bi-Weekly:

- a. Complete Employee Time Sheet prior to 10am Thursday following the end of the current pay period

Monthly:

- a. Performs or coordinates checking of expiration dates on medications and supplies and replacement of expired medications or supplies as needed on the 1st day of every month

Yearly:

- a. Participates in review and revision of Policy and Procedure Manual
- b. Participates in review and revision of Medical Protocol Manual.

JOB RELATIONSHIPS

Employees Supervised:

- a. EMT-Basic Level employees as directed by EMS Chief

Promotion Lines to this Position:

None

Promotion Lines from this Position:

- a. EMT-Intermediate. After obtaining Texas department of Health Services Intermediate Level Certification or License

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Winkler County Emergency Medical Service
Policy and Procedure Manual

EMT-Basic (cont.)

- b. Paramedic. After obtaining Texas department of Health Services Paramedic Level Certification or License

Sources of Employees

Applicants who meet minimum requirements listed previously

PHYSICAL and MENTAL REQUIREMENTS

Physical

Able to lift, push or pull 100lbs. minimum

Mental

Able to deal respectfully and tactfully with supervised employees and all other Internal and External Contacts listed previously

WORK ENVIRONMENT

Varied

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A motion was made by Commissioner Thompson and seconded by Commissioner Neal to approve Interlocal Cooperation Contract between Texas Department of Public Safety and Winkler County to implement the provisions of the Texas Transportation Code, Chapter 706 effective the date of signature by Texas Department of Public Safety and to automatically renew on a yearly basis; which motion became an order of the Court upon the following vote:

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

Interlocal Cooperation Contract

STATE OF TEXAS §
COUNTY OF WINKLER §

I. Parties

This Interlocal Cooperation Contract ("Contract") is made and entered into between the Texas Department of Public Safety ("TDPS"), a political subdivision of the State of Texas, and the County of Winkler a local political subdivision of the State of Texas.

II. Overview

The purpose of this Contract is to implement the provisions of Texas Transportation Code Chapter 706. A local political subdivision may contract with the TDPS to provide information necessary to deny renewal of the driver license of a person who fails to appear for a complaint or citation or fails to pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the court in a matter involving any offense that a court has jurisdiction of under Chapter 4, Code of Criminal Procedure

The TDPS has authority to contract with a private vendor ("Vendor") pursuant to Texas Transportation Code §706.006. The Vendor will provide the necessary goods and services to establish an automated system ("FTA System") whereby information regarding violators subject to the provisions of Texas Transportation Code Chapter 706 may be accurately stored and accessed by the TDPS. Utilizing the FTA System as a source of information, the TDPS may deny renewal of a driver license to a person who is the subject of an FTA System entry.

Each local political subdivision contracting with the TDPS will pay monies to the Vendor based on a fee established by this Contract. The TDPS will make no direct or indirect payments to the Vendor. The Vendor will ensure that accurate information is available to the TDPS, political subdivisions and persons seeking to clear their licenses at all reasonable times.

III. Definitions

"Complaint" means notice of an offense as defined in Article 27 14(d) or Article 45.019, Code of Criminal Procedure

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VII. Required Warning on Citation for Traffic Law Violations

A peace officer authorized to issue citations within the jurisdiction of the local political subdivision shall issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning shall be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the court, the person may be denied renewal of the person's driver license. The written warning may be printed on the citation or on a separate instrument.

VIII. FTA Report

If the person fails to appear or fails to pay or satisfy a judgment as required by law, the local political subdivision may submit an FTA Report containing the following information:

- (1) the jurisdiction in which the alleged offense occurred;
(2) the name of the local political subdivision submitting the report;
(3) the name, date of birth and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
(4) the date of the alleged violation;
(5) a brief description of the alleged violation;
(6) a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
(7) the date that the person failed to appear or failed to pay or satisfy a judgment; and
(8) any other information required by the TDPS

There is no requirement that a criminal warrant be issued in response to the person's failure to appear. The local political subdivision must make reasonable efforts to ensure that all FTA Reports are accurate, complete and non-duplicative.

IX. Clearance Reports

The originating court that files the FTA Report has a continuing obligation to review the report and promptly submit appropriate additional information or reports to the Vendor or the TDPS. The clearance report shall identify the person, state whether or not a fee was required, advise the TDPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted immediately from the time and date that the originating court receives appropriate payment or other information that satisfies the citizen's obligation to that court.

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"Department" or "TDPS" means the Texas Department of Public Safety.

"Failure to Appear Program" or "FTA Program" refers to the implementation efforts of all parties, including those system components provided by the TDPS, local political subdivisions and the Vendor, including the FTA System

"Failure to Appear System" or "FTA System" refers to the goods and services, including all hardware, software, consulting services, telephone and related support services, supplied by the Vendor.

"FTA Software" refers to computer software developed or maintained now or in the future by the Vendor to support the FTA System.

"Originating Court" refers to the court in which an applicable violation has been filed for which a person has failed to appear or failed to pay or satisfy a judgment and which has submitted an appropriate FTA Report.

"State" refers to the State of Texas.

"Local political subdivision" refers to a city or county of the State of Texas.

Unless otherwise defined, terms used herein shall have the meaning assigned by Texas Transportation Code Chapter 706 or other relevant statute. Terms not defined in this Contract or by other relevant statutes shall be given their ordinary meanings.

IV. Governing Law

This Contract is entered into pursuant to Texas Government Code Chapter 791 and is subject to the laws and jurisdiction of the State of Texas and shall be construed and interpreted accordingly.

V. Venue

The parties agree that this Contract is deemed performable in Travis County, Texas, and that venue for any suit arising from the interpretation or enforcement of this Contract shall lie in Travis County, Texas.

VI. Application and Scope of Contract

This Contract applies to each FTA Report submitted to and accepted by the TDPS or the Vendor by the local political subdivision pursuant to the authority of Texas Transportation Code Chapter 706

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To the extent that a local political subdivision utilizes the FTA Program by submitting an FTA Report, there is a corresponding obligation to collect the statutorily required \$30.00 administrative fee. If the person is acquitted of the underlying offense for which the original FTA Report was filed, the originating court shall not require payment of the administrative fee. The local political subdivision shall submit a clearance report immediately advising the TDPS to lift the denial of renewal and identifying the grounds for the action

The local political subdivision must immediately file a clearance report upon payment of the administrative fee and:

- (1) the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
(2) the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
(3) the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
(4) the payment or discharge of the fine and cost owed on an outstanding judgment of the court; or
(5) other suitable arrangement to pay the fine and cost within the court's discretion.

The TDPS will not continue to deny renewal of the person's driver license after receiving notice from the local political subdivision that the FTA Report was submitted in error or has been destroyed in accordance with the local political subdivision's record retention policy.

X. Compliance with Law

The local political subdivision understands and agrees that it will comply with all local, state and federal laws in the performance of this Contract, including administrative rules adopted by the TDPS.

XI. Accounting Procedures

An officer collecting fees pursuant to Texas Transportation Code §706.006 shall keep separate records of the funds and shall deposit the funds in the appropriate municipal or county treasury. The custodian of the municipal or county treasury may deposit such fees in an interest-bearing account and retain the interest earned thereon for the local political subdivision. The custodian shall keep accurate and complete records of funds received and disbursed in accordance with this Contract and the governing statutes.

The custodian shall remit \$20.00 of each fee collected pursuant to Texas Transportation Code §706.006 to the Comptroller on or before the last day of each

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calendar quarter and retain \$10.00 of each fee for payment to the Vendor and credit to the general fund of the municipal or county treasury.

XII. Payments to Vendor

The TDPS has contracted with OmniBase Services of Texas ("Vendor"), a corporation organized and incorporated under the laws of the State of Texas, with its principal place of business in Austin, Texas, to assist with the implementation of the FTA Program.

Correspondence to the Vendor may be addressed as follows:

OmniBase Services of Texas
7320 North Mo Pac Expressway, Suite 310
Austin, Texas 78731
(512) 348-6311 ext. 100, (512) 348-9312 (fax)

The local political subdivision must pay the Vendor a fee of \$0.00 per person for each violation which has been reported to the Vendor and for which the local political subdivision has subsequently collected the statutorily required \$30.00 administrative fee. In the event that the person has been acquitted of the underlying charge, no payment will be made to the Vendor or required of the local political subdivision.

The parties agree that payment shall be made by the local political subdivision to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the local political subdivision.

XIII. Litigation and Indemnity

In the event that the local political subdivision is aware of litigation in which this Contract or Texas Transportation Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision, the local political subdivision shall make a good faith effort to notify the TDPS immediately.

Each party may participate in the defense of a claim or suit affecting the FTA Program, but no costs or expenses shall be incurred for any party by the other party without written consent.

To the extent authorized by law, the local political subdivision City agrees to indemnify and hold harmless the TDPS against any claims, suits, actions,

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damages and costs of every nature or description arising out of or resulting from the performance of this Contract, and the local political subdivision City further agrees to satisfy any final judgment awarded against the local political subdivision City or the TDPS arising from the performance of this Contract, provided said claim, suit, action, damage, judgment or related cost is not attributed by the judgment of a court of competent jurisdiction to the sole negligence of the TDPS.

It is the agreement of the parties that any litigation involving the parties to this Contract may not be compromised or settled without the express consent of the TDPS, unless such litigation does not name the TDPS as a party.

This section is subject to the statutory rights and duties of the Attorney General for the State of Texas.

XIV. Contract Modification

No modifications, amendments or supplements to, or waivers of, any provision of this Contract shall be valid unless made in writing and executed in the same manner as this Contract.

XV. Severability

If any provision of this Contract is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom.

XVI. Multiple Counterparts

This Contract may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constitutes, collectively, one Contract. But, in making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart.

XVII. Effective Date of Contract

This Contract shall be in effect from and after the date that the final signature is set forth below. This Contract shall automatically renew on a yearly basis. However, either party may terminate this Contract upon thirty days written notice to the other party. Notice may be given at the following addresses.

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Local political subdivision	Texas Department of Public Safety
Winkler County	Attn: Enforcement and Compliance Service
P.O. Drawer Y	5805 North Lamar Boulevard
Keenit, TX 79745	Austin, Texas 78773-0001
(512) 586-3223 (fax)	(512) 424-5311 (fax)

Notice is effective upon receipt or three days after deposit in the U. S. mail, whichever occurs first. After termination, the local political subdivision has a continuing obligation to report dispositions and collect fees for all violators in the FTA System at the time of termination.

TEXAS DEPARTMENT OF PUBLIC SAFETY	LOCAL POLITICAL SUBDIVISION* WINKLER COUNTY
Sheri Gipson Deputy Administrator	Authorized Signature Bonnie Leck
Date	Winkler County Judge Title October 22, 2012 Date

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the local political subdivision. Each signature block must contain the person's title and date.

A motion was made by Commissioner Neal and seconded by Commissioner Wolf to approve request of Commissioner, Precinct No. 2 to repair county-wide Blackhawk trailer by Tex Trail Service in the amount of \$3,085.50 from budgeted funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve purchase of HP laser system printer, cable and 2-year maintenance in the amount of \$4,023.89 from budgeted funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Wolf to approve payment in the amount of \$20,800.00 to The University of Texas System for caliche for County Road 207 (\$3,000.00) and County Road 205 (\$17,800.00) from lateral road funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Carpenter and seconded by Commissioner Wolf to approve payment in the amount of \$2,676.67 to Don Wise Transportation Services, Inc. for premix for Precinct No. 1 from lateral road funds; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Carpenter, 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 \$50.00 to State Farm Fire and Casualty Company for surety bond for Sheryl L. Wright, Legal Assistant, County Attorney's Office for period of December 31, 2013 to December 31, 2014 from budgeted funds; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Carpenter, 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 \$50.00 to West Texas County Judges and Commissioners Association for 2013 dues from budgeted funds; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Carpenter, 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 \$2,000.00 to Permian Basin Regional Planning Commission for membership dues for fiscal year 2012-2013 from budgeted funds; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Carpenter, 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 \$28,000.00 to Kermit Motor Company Inc. for 2013 Ford Explorer with police package for Juvenile Probation Officer from contingency funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Thompson and seconded by Commissioner Neal to approve payment in the amount of \$7,500.00 to Tyler Technologies, Inc. for Tax Roll Preparation (Data Processing) for County Tax Assessor-Collector from budgeted funds; which motion became an order of the Court upon the following vote:

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

Following discussion regarding Christmas float and Courthouse decorations, a motion was made by Commissioner Neal and seconded by Commissioner Carpenter to not participate in the Christmas parade but concentrate on decorating the Courthouse lawn only; which motion became an order of the Court upon the following vote:

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

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

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

WINKLER COUNTY TREASURER'S REPORT
 EULONDA EVEREST

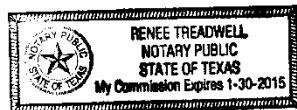
30-Sep-12

Balances	\$ 491,051.43	
REVENUE DEPOSITS	\$ 1,134,345.85	
LESS SERVICE CHARGE	\$ (70.00)	
LESS BANK ERROR		
<u>Amount Paid</u>		
Accounts Payable	\$ 815,441.45	
Payroll	\$ 210,815.01	
Jury	\$ 372.00	
Fica	\$ 129,704.59	
Wire Transfers-CSCD	\$ 36.46	
Child Support	\$ 426.46	
Wire Transfers-Park		
Wire Transfers-Tx Pool		
Wire Transfers-TCDRS		
Tx Dept Crim Justice		
Prognosis Info		
AMOUNT TO BALANCE	\$ 468,531.31	
	\$ 1,625,327.28	\$ 1,625,327.28

Eulonda Everest
 Eulonda Everest, County Treasurer

STATE OF TEXAS
 COUNTY OF WINKLER

SUBSCRIBED AND SWORN to before me on the 7 day
 of October 2012



Renee Treadwell
 Winkler County, Texas

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

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

Ayes: Commissioners Carpenter, 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
 OCTOBER 22, 2012**

KCC		
10-204-080	EQUIPMENT	\$ 1,000.00
10-230-083	CONTINGENCY	\$ 1,000.00
AMD-CONTINGENCY TO EQUIPMENT APPROVED 10/8/12		
COURTHOUSE		
10-203-090	MAINTENANCE	\$ 7,000.00
10-230-083	CONTINGENCY	\$ 7,000.00
AMD-CONTINGENCY TO MAINTENANCE APPROVED 10/8/12		
JUVENILE PROBATION		
10-243-087	DETENTION	\$ 700.00
10-243-013	LONG PAY	\$ 700.00
AMD-LONG PAY TO DETENTION		
KCC		
10-204-090	MAINTENANCE	\$ 100.00
10-205-090	MAINTENANCE	\$ 100.00
AMD-MAINTENANCE WESTSIDE TO MAINTENANCE KCC		
PROBATION DEPT		
10-223-040	TELEPHONE	\$ 300.00
10-223-330	ELECTRONIC MONITORING	\$ 300.00
AMD-ELECTRONIC MONITORING		
NONDESIGNATED EXPENSE		
10-230-025	PBRPC PARTICIPATION	\$ 1,000.00
10-230-045	LEGAL SERVICES	\$ 1,000.00
AMD-LEGAL SERVICES TO PBRPC PARTICIPATION		
JUVENILE PROBATION		
10-243-090	VEHICLE MAINTENANCE	\$ 500.00
10-243-013	LONG PAY	\$ 500.00
AMD-LONG PAY TO VEHICLE MAINTENANCE		
SHERIFF		
10-404-014	OVERTIME	\$ 2,000.00
10-404-071	TRAVEL DEPUTY	\$ 2,000.00
AMD-TRAVEL DEPUTY TO OVERTIME		

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

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

There were no budget amendments for the Court to consider at this time.

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 September, 2012:

MONTHLY REPORTS

For the Month of October 2012

Sep - Criminal - \$17500 10/8/12

	Date Received	Amount
Steve Taliaferro, Co Attorney Fee _____ Hot Check <i>Sep HotCK</i>	<i>10-8-12</i>	<i>\$90.00</i>
Bonnie Leck, County Judge _____		
Patti Franks, Tax Assessor _____		
Shethelia Reed, County Clerk _____		
Glenda Mixon, JP Precinct #2 _____		
Sherry Terry, District Clerk _____		
DeLynn Trammell, JP Precinct #1 _____		
George Keely, Sheriff _____		
Steve Dunn, Probation _____		
J.R. Carpenter, Commissioner Precinct #1 <i>JR Carpenter</i>		
Robbie Wolf, Commissioner Precinct #2 _____		
Randy Neal, Commissioner Precinct #3 _____		
Billy Ray Thompson, Commissioner Precinct #4 _____		
Jeanna Willhelm, Auditor Investment _____		
Eulonda Everest, Treasurer _____		
Lee Wilson, Constable Pct # 2 _____		

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

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

MINUTES approved the _____ day of _____, 20_____.

COUNTY CLERK