

THE STATE OF TEXAS)
 :
 COUNTY OF WINKLER)

On this the 28th day of January, 2013, 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
Billy Stevens	Commissioner, Precinct No. 1
Robbie Wolf	Commissioner, Precinct No. 2
Randy Neal	Commissioner, Precinct No. 3
Billy Ray Thompson	Commissioner, Precinct No. 4
Shethelia Reed	County Clerk and Ex-Officio Clerk of Commissioners' Court

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

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

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

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

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

A motion was made by Commissioner Thompson and seconded by Commissioner Neal to approve request of Precinct No. 4 Commissioner to expend \$8,500.00 in budgeted funds for Courthouse lawn tree pruning; 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 Robin Hawkins, Director, regarding activities at the Senior Citizens Recreation Center; James Everett, Chief Paramedic, regarding the Emergency Medical Service and Chase Settle, Extension Agent – Agriculture, regarding 4-H activities.

Following discussion regarding golf cart trail fees at Winkler County Golf Course and upon the recommendation of John Leavitt, Winkler County Golf Course superintendent/greens keeper, a motion was made by Commissioner Neal and seconded by Commissioner Thompson to rescind the \$50.00 golf cart trail fees and to strictly enforce current golf course rules and regulations; which motion became an order of the Court upon the following vote:

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

LINE ITEM TRANSFERS DECEMBER 2012						
Account		2012	2012	2012	NOVEMBER	
		ORIGINAL BUDGET	CURRENT BUDGET	BUDGET BALANCE	INCREASE	DECREASE
NURSING FLOOR						
3601-0008-0000	NURSING - SALARIES/RN	\$ 415,991	\$ 365,991	\$ 41,032.69		\$ 19,749.60
3601-0010-0000	NURSING - SALARIES/OTHER	\$ 101,248	\$ 101,248	\$ (7,954.76)	\$ 7,954.76	
3601-0045-0000	NURSING - PROF SERVICES	\$ 70,000	\$ 100,000	\$ (11,794.84)	\$ 11,794.84	
		\$ 587,239			\$ 19,749.60	\$ 19,749.60
EMERGENCY ROOM						
3605-0009-0000	EMERGENCY RM - SALARIES/LVN	\$ 181,124	\$ 181,124	\$ (16,640.66)	\$ 16,640.66	
3605-0030-0000	EMERGENCY RM - SUPPLIES	\$ 45,000	\$ 45,000	\$ (240.62)	\$ 240.62	
3605-0046-0000	EMERGENCY RM - MD PROF SERV	\$ 400,000	\$ 465,606	\$ (64,506.00)	\$ 64,506.00	
3605-5000-0002	EMERGENCY RM - T-SYSTEM	\$ 12,672	\$ 12,672	\$ (95.04)	\$ 95.04	
		\$ 638,796			\$ 81,482.32	\$
LABORATORY						
3608-0010-0000	LABORATORY - SALARIES	\$ 201,775	\$ 201,775	\$ 3,864.30		\$ 929.37
3608-0031-0000	LAB COST OF BLOOD	\$ 6,500	\$ 8,500	\$ (929.37)	\$ 929.37	
		\$ 208,275			\$ 929.37	\$ 929.37
RADIOLOGY						
3610-0010-0000	RADIOLOGY - SALARY	\$ 162,991	\$ 162,991	\$ (1,938.09)	\$ 1,938.09	
3610-0053-0000	RADIOLOGY - TWC EXP	\$ 77	\$ 83	\$ (4.98)	\$ 4.98	
3610-0055-0000	RADIOLOGY - FICA EXP	\$ 11,753	\$ 12,689	\$ (439.27)	\$ 439.27	
3610-5000-0001	RADIOLOGY - KODAK CR975	\$ 15,691	\$ 15,691	\$ 15,691.00		\$ 2,742.70
3610-5000-0004	RADIOLOGY - T-RAD	\$ 8,840	\$ 8,840	\$ (360.36)	\$ 360.36	
		\$ 199,352.00			\$ 2,742.70	\$ 2,742.70
RESPIRATORY THERAPY						
3613-5000-0002	RESP THERAPY - AIRGAS	\$ 15,343	\$ 18,843	\$ (135.14)	\$ 135.14	
3613-5000-0003	RESP THERAPY - RADIOMETER	\$ 4,282	\$ 3,382	\$ 3,382.00		\$ 135.14
		\$ 19,625			\$ 135.14	\$ 135.14
PHYSICAL THERAPY						
3614-0010-0000	PHYS THERAPY - SALARY	\$ 12,240	\$ 12,240	\$ 1,788.55		\$ 114.07
3614-0055-0000	PHYS THERAPY - FICA	\$ 936	\$ -	\$ (1.20)	\$ 1.20	
3614-0057-0000	PHYS THERAPY - TCDSRS	\$ 1,454	\$ -	\$ (112.87)	\$ 112.87	
		\$ 14,630			\$ 114.07	\$ 114.07
ADMINISTRATIVE SERVICES						
3615-0032-0000	ADMIN-PROF SERVICE	\$ 555,000	\$ 508,140	\$ 179,096.41		\$ 140,837.13
3615-0047-0000	ADMIN-LEGAL	\$ 7,000	\$ 7,000	\$ (2,403.64)	\$ 2,403.64	
3615-0092-0000	ADMIN-ADVERTISING	\$ 21,500	\$ 17,500	\$ (1,672.45)	\$ 1,672.45	
		\$ 583,500			\$ 4,076.09	\$ 140,837.13
BUSINESS OFFICE						
3617-0010-0000	BUSINESS OFF - SALARY	\$ 274,805	\$ 274,805	\$ 16,782.08		\$ 1,048.60
3617-0060-0000	BUSINESS OFF - CREDIT CARD FEES	\$ 2,500	\$ 4,550	\$ (257.33)	\$ 257.33	
3617-5000-0002	BUSINESS OFF - IVANS	\$ 3,384	\$ 3,384	\$ (349.03)	\$ 349.03	
3617-5000-0003	BUSINESS OFF - COPIER	\$ 5,100	\$ 5,600	\$ (22.24)	\$ 22.24	
3617-5000-0005	BUSINESS OFF - MEDTRAN	\$ 13,200	\$ 14,700	\$ (420.00)	\$ 420.00	
		\$ 298,989			\$ 1,048.60	\$ 1,048.60
DIETARY						
3618-0010-0000	DIETARY - SALARY	\$ 112,173	\$ 102,173.00	\$ 4,864.75		\$ 1,308.41
3618-0030-0000	DIETARY - SUPPLIES	\$ 17,400	\$ 11,500.00	\$ (1,308.41)	\$ 1,308.41	
		\$ 129,573			\$ 1,308.41	\$ 1,308.41
ENVIRONMENTAL SERVICES						
3619-0010-0000	EVR - SALARY	\$ 64,905	\$ 64,905	\$ 6,283.08		\$ 6,034.04
3619-0011-0000	LAUNDRY - SALARY	\$ 25,606	\$ 28,606	\$ (5,367.99)	\$ 5,367.99	
3619-0053-0000	EVR - TWC EXP	\$ 45	\$ 45	\$ (1.78)	\$ 1.78	
3619-0057-0000	EVR - TCDSRS EXP	\$ 10,753	\$ 10,753	\$ (664.27)	\$ 664.27	
		\$ 101,309			\$ 6,034.04	\$ 6,034
MEDICAL RECORDS						
3621-0010-0000	MEDICAL RECORDS - SALARY	\$ 100,136	\$ 100,136	\$ 3,860.33		\$ 0.81
3621-0053-0000	MEDICAL RECORDS - TWC EXP	\$ 50	\$ 50	\$ (0.81)	\$ 0.81	
		\$ 100,186			\$ 0.81	\$ 0.81
MAINTENANCE						
3622-0010-0000	MAINTENANCE - SALARY	\$ 31,056	\$ 31,056	\$ 5,958.85		\$ 1,101.91
3622-0030-0000	MAINTENANCE- SUPPLIES	\$ 1,000	\$ 6,500	\$ (89.03)	\$ 89.03	
3622-5000-0006	MAINT - HEATING & AIR	\$ 25,000	\$ 33,000	\$ (1,012.88)	\$ 1,012.88	
		\$ 57,056			\$ 1,101.91	\$ 1,101.91

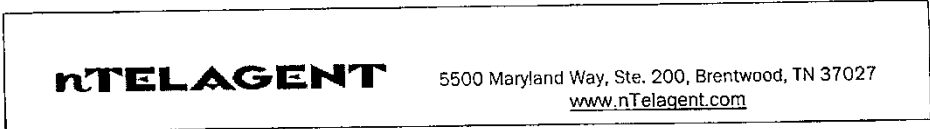
LINE ITEM TRANSFERS						
DECEMBER 2012						
Account		2012	2012	2012	NOVEMBER	
		ORIGINAL BUDGET	CURRENT BUDGET	BUDGET BALANCE	INCREASE	DECREASE
DIRECTOR OF PERFORMANCE IMPROVEMENT						
3628-0010-0000	DIRECTOR OF PI - SALARIES	\$ 69,419	\$ 69,419	\$ 4,474.88		\$ 112.00
3628-0059-0000	DIRECTOR OF PI - HOSP INS EXP	\$ 10,955	\$ 10,955	\$ (112.00)	\$ 112.00	\$ 112.00
		\$ 80,374			\$ 112.00	\$ 112.00
RURAL HEALTH CLINIC						
3631-0010-0000	RHC - SALARY/OTHER	\$ 68,080	\$ 68,080	\$ (16,973.56)	\$ 16,973.56	
3631-0030-0000	RHC - SUPPLIES	\$ 18,000	\$ 18,000	\$ (2,949.22)	\$ 2,949.22	
3631-0031-0000	RHC - COST OF DRUGS	\$ 20,000	\$ 35,000	\$ (64.91)	\$ 64.91	
3631-0046-0000	RHC - PROF SERVICES PHYSICIAN	\$ 525,000	\$ 375,000	\$ (34,855.46)	\$ 34,855.46	
		\$ 631,080			\$ 54,843.15	\$ -
COMPUTER TECH						
3632-0010-0000	IS - SALARY	\$ 47,688	\$ 47,688	\$ 20,162.53		\$ 2,590.52
3632-5000-0003	IS - SERVICE - T-1 LINE	\$ 7,000	\$ 10,050	\$ (826.52)	\$ 826.52	
3632-5000-0008	IS - MOVE SERVER/MAINTENANCE	\$ 22,500	\$ 19,500	\$ (1,764.00)	\$ 1,764.00	
		\$ 77,188			\$ 2,590.52	\$ 2,590.52
SWING BED PROGRAM						
3633-0045-0000	SWING BED - PROF SERVICES	\$ -	\$ 4,000.00	\$ (200.00)	\$ 200.00	
		\$ -			\$ 200.00	\$ -
INTEREST ON EQUIPMENT						
3640-0455-0000	INTEREST ON EQUIPMENT	\$ 11,403	\$ 11,403	\$ (235.57)	\$ 235.57	
		\$ 11,403			\$ 235.57	\$ -
TOTAL					\$ 176,704.30	\$ 176,704.30
					\$	0.00

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 payment of \$10,000.00 implementation fee for self pay management system services in accordance with contract between Memorial Hospital and nTelagent to be paid from committed hospital software funds; which motion became an order of the Court upon the following vote:

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



Self Pay Management System Service Agreement

This agreement is entered into this (day) of (month), 2012 between nTelagent, Inc., ("nTelagent") and Winkler County Memorial Hospital and Winkler County Rural Health Clinic, Kermit, Texas (Customer).

nTelagent, Inc. agrees to furnish to Customer the Self Pay Management System services described in Exhibit A (the "Services") and Exhibits B (Pricing) pursuant to the terms and conditions of this agreement.

I. Description of Services

nTelagent agrees to provide the Services to Customer at the then current nTelagent fee rates, a copy of which is attached hereto (Exhibit B). The Services will be provided in accordance with the applicable Self-Pay Management System users guide (the "Users Guide") provided by nTelagent, applicable to the Services, as revised by nTelagent from time to time. There is no limit on the number of users of Customer of the Services. nTelagent shall promptly provide revisions to the Users Guide to Customers. Should Customer desire additional services, including custom reports, statistical analysis, database services or other services, these may be provided by nTelagent or on behalf of nTelagent by third parties ("Third Party Owners") at its option, either pursuant to an addendum to this Agreement or by separate written Agreement. The services will be provided only to a Customer location or locations in the United States or Canada.

II. Title

Title and full ownership rights in and to the Services and the documentation describing or relating to the Services, including but not limited to any and all formats, computer programs, specifications and the User Guide (the "Documentation") shall remain at all times solely with nTelagent and/or with the respective manufacturer or author. The Services and the Documentation are agreed to be the proprietary, confidential and trade secret information of nTelagent and/or the respective manufacturer or author, whether or not any portion thereof is or may be validly copyrighted or patented. Except as provided in this Agreement, Customer shall have no right, title, interest in or to the Services or the Documentation, whether or not such Services or Documentations have been developed specifically for performance of this Agreement.

III. Term of Agreement

The term of this Agreement shall commence on the effective date set forth above, which shall be the date of acceptance of this Agreement by nTelagent, and shall continue for a period of one (1) year (the "Initial Term"). Upon expiration of the Initial Term, the term shall automatically be extended for successive one (1) year terms, subject to sixty (60) days prior written notice by either party of intent not to renew. nTelagent reserves the right to increase the fee rates after the Initial Term of this Agreement. Should a rate increase occur, the new rates will become effective on the annual renewal date. A 90-day written notice of rate increase will be provided to the Customer. Customer may then elect to not renew the annual Agreement with written notice no less than 60-days from renewal of the non-acceptance of the Fee increase.

If either party materially breaches this Agreement or the Business Associate Agreement entered into by the parties in connection with this Agreement, immediate written notice to the other party must be given specifying the breach. If the specified breach has not been resolved or the breach not corrected within thirty (30) days of the written notice, this Agreement may be terminated immediately by written notice to the breaching party.

Upon any termination or expiration of this Agreement, Customer shall return to nTelagent, or shall destroy, the Documentation and all copies, partial copies, revisions, and modifications thereof, in Customer's possession and shall certify in writing that all copies and partial copies thereof have been returned to nTelagent or destroyed.

REV 01/01/11

Approved by Board
1-22-13

IV. **Payment and Taxes**

- a. nTelagent will invoice monthly, in arrears, for the Services provided during the preceding month and at rates set forth in Exhibit B (See Exhibit B)
- b. Terms are net thirty (30) days from invoice date. In the event Customer fails to make payment of any sum billed in accordance with this Agreement within thirty (30) days after its due date, nTelagent may give written notice to Customer advising that all Services provided by nTelagent under this Agreement will be suspended unless all payments then due are made within (30) days. If Customer fails to pay within thirty (30) days period, nTelagent may suspend all further Services or terminate this Agreement.
- c. Amounts payable to nTelagent as specified are payable in full to nTelagent without deduction and are net of taxes and custom duties in addition to such amounts. Customer shall pay sums equal to all taxes (including, without limitation, sale, goods and services, use, property, privilege ad valorem or excise taxes) and custom duties paid or payable; however, designated, levied or based upon amounts payable to nTelagent under this Agreement or based on Services, but exclusive of nTelagent franchise taxes and federal, state and local taxes based on nTelagent net income. Such amounts, when applicable, shall appear as separate items on nTelagent's invoice.

V. **Warranty, Warranty Disclaimer**

- a. nTelagent warrants that the Services will conform in all material respects to the Users Guide provided by nTelagent and as revised by nTelagent from time to time. With respect to Services involving the processing or storage of data, delivery of information to various customer users, nTelagent will, at its expense, perform or correct any nonconforming Services to the extent due to errors on the part of nTelagent provided customer notifies nTelagent of nonconformance within thirty (30) days after the performance of Services. In the event Customer fails to notify nTelagent of any such nonconforming Services within thirty (30) day period, such Services shall be deemed conforming.
- b. nTelagent shall not be responsible in any manner for any nonconforming Services to the extent caused by the Customer. In addition, nTelagent shall not be responsible for failure of Customer to provide accurate data to nTelagent for the Customer's equipment or software errors or failures or for the failure of Customer to act on Communications transmitted to or by Customer in accordance with this Agreement. Customer acknowledges that nTelagent is in no respect responsible for the creditworthiness or performance of Customer's patient.
- c. The obligations of nTelagent and the rights and remedies of customer set forth in Section 5 and 6 hereof are exclusive and in substitution for all other warranties, conditions, representations, obligations and liability of nTelagent. nTelagent does not warrant that the operation of the services will be uninterrupted or error free. No other warranty is expressed and none shall be implied, including any warranty of merchantability, fitness for use or for a particular purpose, satisfactory quality, title or non-infringement.
- d. nTelagent warrants that the Services does not in any way infringe or otherwise violate a duly issued United States copyright, patent or other intellectual property rights of any third party. nTelagent shall defend, at its expense, any action brought against the Customer to the extent that it is based on a claim that the Services infringes a duly issued United States patent or copyright or violates the proprietary trade secrets of any third party, and nTelagent shall pay damages and costs finally awarded against the Customer directly attributable to such claim, provided that nTelagent is given written notice of such claim, reasonable assistance from the Customer, and sole authority to defend or settle such a claim.

VI. **Limitation of Liability**

nTelagent and the third party owners shall have no liability whatsoever, under any circumstances, for special, indirect, consequential, incidental or exemplary damages or for lost profits, or for claims against customer by third parties, whether based upon on tort or breach of contract claims or on any other basis, even if it has been advised of the possibility of such damages. The maximum liability of nTelagent shall be limited in all events to the amounts received by nTelagent from customer with respect to the specific services upon which the claim of liability is made, and in no event shall the aggregate exceed the greater of payments made with respect to the thirty (30) days of service immediately proceeding the date of the default, act or omission by nTelagent or the sum of ten thousand dollars (\$10,000.00). The parties acknowledge that they have bargained for and agree to the foregoing limitations of liability and that they are an integral part of the consideration for this agreement.

VII. **Confidentiality**

- a. Customer acknowledges and agrees that the Documentation relating to the Services and all copies, partial copies and any and all revisions and modifications thereof, and the Services, are confidential and proprietary and constitute valuable trade secrets of Third Party Owners. Customer agrees it shall maintain the Documentation and the Services in confidence and shall not, nor shall it permit its employees, agents and subcontractors to sell, transfer, publish, disclose, display or otherwise make accessible the Documentation, or copies thereof, or the Services, in whole or part, to any third party, or use the Documentation or Services for its own benefit or the benefit of others, except as expressly permitted under this Agreement. Notwithstanding any other termination provision of this Agreement, violation of any provision of this Section 7 (a) shall be deemed to constitute a material breach of this Agreement and shall be the basis for immediate termination of the Agreement, and the Services provided hereunder, and shall give nTelagent the right to seek immediate injunctive relief in addition to all other remedies at law and in equity.
- b. nTelagent agrees to utilize and employ commercially reasonable safety and security measures for Data transmission and processing, and to protect against unauthorized access to nTelagent's computerized files with respect to Customer's data.
- c. Customer assumes full responsibility for monitoring and restricting the use of its password(s), user identification numbers and other security measures subject to control by Customer.

VIII. **Equipment Approval**

If performance of Services under this Agreement requires connection of Customer equipment with nTelagent via common carrier communication devices or terminal equipment, the devices or terminal equipment provided and used by Customer shall be of a type approved by nTelagent, which approval shall not be unreasonably withheld. nTelagent shall have the sole and exclusive right to select its own equipment, software and communication carriers to provide service.

IX. **General**

- a. Titles and paragraph headings are for convenient reference and are not part of this Agreement. This Agreement, any addendum and the Business Associate Agreement supersedes in full all prior proposals, discussions and Agreements between the parties relating to the Services, constitutes the entire Agreement between the parties relating to the Services and may be modified or supplemented only by a written document signed by an authorized representative of each party. There are no covenants, promises, Agreements, conditions, or understandings, either oral or written, between the parties relating to the subject matter of this Agreement, other than as set forth herein. No representation or warranty has been made by or on behalf of a party to this Agreement or any officer, director, agent or employee thereof, to induce the other party to enter into this Agreement, except representations and warranties expressly set forth herein. The preprinted terms and conditions of any purchase order or other ordering document issued by Customer in connection with this Agreement which is in addition to or inconsistent with

the terms and conditions of this Agreement shall not be binding on nTelagent and shall not be deemed to modify this Agreement.

- b. Except for Customer's payment obligations hereunder, neither party shall be liable for delays in any of its performance hereunder due to causes beyond its reasonable control, including, but not limited to, acts of God, strikes or inability to obtain labor or materials on time.
- c. If any provision of this Agreement shall be deemed illegal or otherwise unenforceable, in whole or part, that provision shall be severed or shall be enforced only to the extent legally permitted, and the remainder of the provision and the Agreement shall remain in full force and effect. The waiver of any right or election of any remedy in one instance shall not affect any rights or remedies in another instance. A waiver shall be effective only if made in writing and signed by an authorized representative of the party making such waiver.
- d. Customer may not transfer or assign its rights, duties, or obligations under this Agreement to any person or entity, in whole or in part, without the prior written consent of nTelagent. Any such prohibited assignment shall be void.
- e. Customer acknowledges and agrees that the provisions of this Agreement are intended to inure to the benefit of the Third Party Owners if any Third Party Owners are providing services to Customer as provided pursuant to Section I of this Agreement as third party beneficiaries or this Agreement, and the Third Party Owners will be entitled to enforce such provisions against Customer. Customer further acknowledges and agrees that the Third Party Owners accept their Third Party beneficiary rights hereunder and that such rights will be deemed irrevocable.
- f. All notices which either party is required or may desire to give the other party under this Agreement shall be given by addressing the communication to the address set forth on the first page of this Agreement, and may be given by certified or registered mail, overnight carrier, telex, or cable. Such notices shall be deemed given on the date of receipt (or refusal) of delivery of said notice. Either party may designate a different address for receipt of notices upon written notice to the other party.
- g. This Agreement shall be governed by the law of the State of Texas and shall be deemed accepted by nTelagent at its offices.
- h. To expedite the commencement of the Services, Customer acknowledges and accepts "Facsimile Copies" shall mean the nTelagent Self-Pay Management System Services Agreement, nTelagent fee schedules, and other nTelagent-generated contract documents, as applicable, which (i) contain no modifications or amendments to this Agreement, (ii) are copied or reproduced and transmitted to nTelagent via facsimile or any other process which accurately reproduces and transmits the original documents, and (iii) are accepted by nTelagent.
- i. nTelagent and Customer agree that nTelagent may publicize the fact that Customer is a user of the Products and Services in a mutually agreed upon initial press release. Thereafter, nTelagent shall use Customer name only in a list of other nTelagent customers. Any additional publicity concerning Customer shall require customer's prior written consent.

Customer Legal Name

Customer Authorized Signature Date

Customer Authorized Signature Title

Customer Mailing Address (Invoice Address)

To Attention Of

Invoice City, State, Zip

nTelagent Authorized Signature Date

nTelagent Authorized Signature Title

NTELAGENT

**EXHIBIT A
DESCRIPTION OF SERVICES**

1. NTELAGENT LIVE -

nTelagent will furnish to the Customer a browser based SPMS system built according to the Business Rules, Users, Roles, and other data as defined by the Customer. A Client Advocate will be assigned to begin implementation process and to assist the Customer in development. The Client Advocate will make initial contact with the Client within seven (7) working days from signing of contract.

Once the nTelagent system has been deployed to the Customer, the Customer will have unlimited access to the NTelagent Customer Support team via telephone 1-800-973-3957, as well as email (support@nTelagent.com)

NTELAGENT BATCH (optional service for an additional fee) - The nTelagent batch system will enable the Customer to download lists of accounts to be sorted according to capacity to pay. Accounts will be received by NTelagent via an FTP Secure server and will be placed back on the server for retrieval by the Customer once they have been sorted. A Client Advocate will be assigned and make contact with the Customer within seven (7) days of contract signing to assist in set-up and suggestions where needed.

2. IMPLEMENTATION

Implementation of all nTelagent systems will include (but not be limited to)

- a. Assigning a Client Advocate to the Customer until the implementation project is completed and the nTelagent system has been deployed.
- b. Assistance by the Client Advocate in developing best practices for the Customer via the nTelagent system.
- c. Weekly reporting to authorized individuals of actions recommended and taken, including detail of any changes made to the Customer's normal policies and procedures.
- d. Training and for all employees assigned via the Users list for the Customer.

3. ADDITIONAL SERVICES – Additional functionality, services or programming in SPMS may be added at an additional cost negotiated and agreed upon and added to this contract as an addendum by the Customer and NTelagent.

4. CLIENT RESPONSIBILITIES: nTelagent is an interactive system that may require process changes by the client in order for maximum results to be obtained. During the initial Pre-Implementation period, the Client Advocate will assist in identifying process changes needed and offer suggestions for implementing changes. In order to meet the registration requirements stated in Exhibit B of the contract, the client will be ultimately responsible to make sure necessary changes have been made and processes are in place to use the nTelagent system.

5. TIMING OF IMPLEMENTATION – Implementation of nTelagent is normally 30-45 days from signing of contract. However, since nTelagent is individually designed for each client to include each client's rules, policies and procedures, timing may vary based on the client providing the necessary information to complete the system build.

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

Following audit, a motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve asset forfeiture report of Winkler County Sheriff, Constables and County Attorney in accordance with Article 59.06, Code of Criminal Procedure, V.T.C.A.; 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 accept grant in the amount of \$9,695.00 from the Texas Indigent Defense Commission; which motion became an order of the Court upon the following vote:

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



Chair:
The Honorable Sharon Keller
Presiding Judge, Court of Criminal Appeals

Vice Chair:
The Honorable Olen Underwood

Ex Officio Members:
Honorable Sharon Keller
Honorable Wallace B. Jefferson
Honorable Roberto Alonzo
Honorable Sherry Radack
Honorable Laura Weiser
Honorable John Whitmire

Members Appointed by Governor:
Honorable Jon Burrows
Mr. Knox Fitzpatrick
Mr. Anthony Odiome
Honorable Olen Underwood
Honorable B. Glen Whitley

Executive Director:
James D. Behlke

January 18, 2013

The Honorable Bonnie Sue Leck
Winkler County Judge:
Via EMail: vida.simpson@co.winkler.tx.us
Dear Judge Leck;

I am pleased to inform you that the Texas Indigent Defense Commission has awarded Winkler County a formula grant estimated to be \$9,695. The **Statement of Grant Award FY2013 Formula Grant** is attached.

The grant rules in Texas Administrative Code Chapter 173 changed this year so the Resolution Adopted by the Commissioners Court is now considered the acceptance of the grant. The Authorized Official designated by your FY13 Formula Grant commissioners' court Resolution **does not** need to sign the Statement of Grant Award. **You do not** need to mail back the original. The first payment will be deposited soon.

The Commission works together with counties to promote innovation and improvement in indigent defense systems statewide. On behalf of the Commission, I thank Winkler County for its efforts in these areas. If you have any questions or need clarification on the information contained in this letter, please call Bryan Wilson, Grants Administrator at the Commission office, toll free in Texas at (866) 499-0656.

Sincerely,

Sharon Keller
Chair, Texas Indigent Defense Commission
Presiding Judge, Court of Criminal Appeals

COPY: Financial Officer, Auditor, Mrs. Jeanna Willhelm

Texas Indigent Defense Commission
205 West 14th Street, Suite 700 • Austin, Texas 78701 • www.txcourts.gov/tidc
Mail: P.O. Box 12066, Austin, TX 78711-2066 • Phone: 512.936.6994 • Fax: 512. 463.5724



TIDC
TEXAS INDIGENT DEFENSE COMMISSION
Statement of Grant Award
FY2013 Formula Grant

Date Issued:	January 18, 2013
Grant Number:	212-13-248
Grantee Name:	Winkler County
Program Title:	Formula Grant Program
Grant Period:	10/01/2012-9/30/2013
Estimated Grant Award Amount:	\$9,695

The **Texas Indigent Defense Commission (Commission)** has awarded the above-referenced grant for indigent defense services. Formula Grants are provided by the Commission to meet its statutory mandates and to promote Texas counties' compliance with standards adopted by the Commission.

Grant Calculation

- The sum of \$5000 plus;
- A calculation applied to the funds budgeted for FY2013 formula grants by the Commission based:
 - 50 percent on the County's percent of state population; and
 - 50 percent on the County's percent of statewide FY2012 direct indigent defense expenditures (as defined in Title 1, Part 8, Texas Administrative Code Sec. 173.202(1)-(3)):
 - less discretionary funds provided by the Commission for expenditures defined in Title 1, Part 8, Texas Administrative Code Sec. 173.202(1)-(3)
 - less the reimbursed costs of operating a regional program
 - The baseline requirements contained in Section E of the Request for Applications do not apply to counties with a 2000 Census population of less than 10,000 but do apply to all other counties.
- The County shall not receive more in funds than what was actually spent by the county in the prior year.

Standard Grant Conditions:

- The authorized official for the grantee accepts the grant award.
- The authorized official, financial officer, and program director, referred to below as grant officials, agree to the terms of the grant as written in the Request for Applications issued on October 12, 2012, including the rules and documents adopted by reference in the Commission on Indigent Defense's Grant Rules in Title 1, Part 8, Chapter 173, Texas Administrative Code.
- The grant officials understand that a violation of any term of the grant may result in the Commission placing a temporary hold on grant funds, permanently deobligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants.
- Disbursement of funds is always subject to the availability of funds.
- Any plan documents submitted to the Commission must continue to meet all grant eligibility requirements.

Awarded by the Texas Indigent Defense Commission on December 13, 2012.

Bryan Wilson
Grant Administrator

2013 Winkler County Formula Grant Program Application Confirmation

County: Winkler
 Fiscal Year: 2013
 Confirmation Number: 201324820121022
 Projected Allocation: \$9,695.00
 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 Willhelm**.
 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 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 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

https://tfdc.tamu.edu/FormulaGrantProgram/FGPAApplicationConfirmation.asp?County_ID... 1/17/2013

After consideration regarding advertising for bids for sale of Sandhills Park area (17.9 acres at intersection of State Highway 115 and State Highway 874), a motion was made by Commissioner Neal and seconded by Commissioner Thompson to authorize the County Auditor to advertise for bids for sale of Sandhills Park area (17.9 acres at intersection of State Highway 115 and State Highway 874); said bids to be received until 10:00 o'clock A.M. on Monday, February 25, 2013, with the Commissioners' Court reserving the right to reject any and all bids; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Interlocal Agreement for Ambulance Service between Winkler County and Loving County for the period January 01,

2013 to December 31, 2013; which motion became an order of the Court upon the following vote:

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

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

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

WITNESSETH:

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

I.

As consideration therefore, Loving County agrees to pay to Winkler County the sum of Four Thousand Five Hundred and no/100 Dollars (\$4,500.00) simultaneously with the execution of this Agreement, which said consideration is for ambulance service within Loving County, Texas, residing and lying outside the County of Winkler.

II.

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

III.

It is agreed by and between both Loving County and the County of Winkler hereto that his Agreement shall run for a period of one (1) year from January 1, 2013 to December 31, 2013, and that said amount above specified will be in payment for EMS personnel, vehicles and equipment, as available, to assist in furnishing ambulance service for such period of time as set forth herein above.

IV.

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

V.

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

VI.

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

EXECUTED IN DUPLICATE ORIGINALS this ___ day of January, A.D., 2013.

IN TESTIMONY WHEREOF, witness the execution of this instrument on the ___ day of January, 2013.

WINKLER COUNTY, TEXAS

By: _____
Bonnie Leck
Winkler County Judge

ATTEST:

Shethelia Reed
Winkler County Clerk

LOVING COUNTY, TEXAS

By: _____
Skeet L. Jones
Loving County Judge

ATTEST:

Mozelle Carr
Loving County Clerk

A motion was made by Commissioner Wolf and seconded by Commissioner Thompson to approve transfer of #2226 2004 John Deere SkidSteer with attachments #8326 from Area II Parks in Wink to Winkler County Golf Course; 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 \$277.00 to Jerry L. Phillips, Agent, State Farm Insurance from budgeted funds and approve the following bonds for appointed officials of Winkler County:

1. Dixie Randolph, Deputy District Clerk, in the amount of \$20,000.00 for the period of January 01, 2013 to December 31, 2013; and
2. Debra Anne Warbois, Deputy County Clerk, in the amount of \$20,000.00 for the period of January 01, 2013 to January 01, 2016

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

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

A motion was made by Commissioner Wolf and seconded by Commissioner Thompson to approve bond for Katy Pauline Kline, Assistant Librarian, Wink Library, in the amount of \$5,000.00 for the period of March 31, 2013 to March 31, 2014; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Thompson and seconded by Commissioner Stevens to approve payment in the amount for \$12,407.04 to Dell Marketing L.P. for computers from EMS budgeted funds (\$775.44) and Data Processing committed funds (\$11,631.60); 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 purchase and installation of three (3) 2 horsepower pool pumps in the amount of \$4,935.00 from Aquatic Recreational, Inc. for Area I Parks in Kermit 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 \$2,753.88 to Yellowhouse Machinery Company for service and labor to repair 2003 John Deere Skid Loader from Area I Parks Equipment Maintenance 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 receive report of Safety Committee for fourth quarter ended December 31, 2012; which motion became an order of the Court upon the following vote:

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

**QUARTERLY REPORT OF THE WINKLER COUNTY
ACCIDENT PREVENTION PROGRAM
QUARTER ENDING DECEMBER 31, 2012**

Committee Members:

Randy Neal, Co-Coordinator	Dana Shipley	Robbie Wolf, Co-Coordinator
Walter Roberts	Don Kapka	Ronnie Flowers
John Henderson	Renee Treadwell	John Leavitt
James Everett	George Keely	Mark Terry
Vida Simpson, Co-Coordinator	Geneva Baker	

From October 1 to December 31, 2012, there were six (6) county incidents reported. The following incidents were added to the Winkler County Accident Log during the third quarter.

Filed With Workers Comp Insurance	Injury	Medical Treatment	Lost Time
Yes	Head - Concussion	Rural Health Clinic	Yes
Yes	Ankle/left - Fall/slip - Lifting/loading	Rural Health Clinic	None
Yes	Teeth - Assault	Dentist	None
Winkler County Memorial Hospital			
Yes	Heel/left - Strain	None	None
Yes	Ankle/right - Contusion	None	None
Yes	Lungs - Inhalation	None	None

Safety training given for the fourth quarter from October 1 to December 31, 2012:

Training presentation given:

West Nile Virus video	October 12, 2012	48 attended
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WINKLER COUNTY LOSS INFORMATION

2012

1st Quarter

ID	Report	Date of 1st Report	DOI	STATUS	TOTPD	REMERES	TOTINC	BODY PART DESC	NATURE DESC	CAUSE DESC	SOURCE DESC
TACP-12-00683	1/10/2012	1/10/2012	Closed	\$	-	\$	-	HP - Left	No Injury	Fall/Slip - Ice	Slipped on ice and fell on left side hitting hip and leg - did not wash treatment
TACP-12-00297	2/2/2012	2/2/2012	Closed	\$	-	\$	-	No Injury	No Injury	Fall/Slip - Spills/Wet Floor	Slipped on wet floor. Fell on left and right knee - no injury. Sought no treatment
TACP-12-00683	3/21/2012	3/12/2012	Closed	\$	167.97	\$	167.97	Knee - Left	Strain	Strain - Overexert - Rep Motion	Turning corner to hall and twisted knee
				TOTALS	\$	167.97	\$	167.97			

2nd Quarter

ID	Report	Date of 1st Report	DOI	STATUS	TOTPD	REMERES	TOTINC	BODY PART DESC	NATURE DESC	CAUSE DESC	SOURCE DESC
TACP-12-01519	6/7/2012	6/6/2012	Closed	\$	305.11	\$	305.11	Left Ankle	Strain	Fall/Slip - Spills/Wet Floor	Wager on floor from faulty sprayer, slipped on water and fell on left ankle.
				TOTALS	\$	305.11	\$	305.11			

3rd Quarter

ID	Report	Date of 1st Report	DOI	STATUS	TOTPD	REMERES	TOTINC	BODY PART DESC	NATURE DESC	CAUSE DESC	SOURCE DESC
TACP-12-01927	7/18/2012	3/5/2012	Closed	\$	7.90	\$	-	Right foot	Contusion	Struck by Obj Handled by Others	Oxygen tank fell on employees foot after EMT accidentally bumped it.
TACP-12-01922	7/18/2012	5/21/2012	Closed	\$	7.90	\$	-	Finger/thumb - left	Bleeding	Bleeding - insect	Was in Room 102-A to check vitals using Passport 2 and reached for it to move closer to his
TACP-12-01923	7/18/2012	7/18/2012	Closed	\$	-	\$	-	Chest	Contusion	Strike against - Other	After obtaining straitjacket patient kicked employee in the chest.
TACP-12-01923	7/12/2012	7/12/2012	Closed	\$	-	\$	-	Eye - Left	Eye Injury	Climbing/Ladder - Other	Raking around bushes, turned to get out and walked into branch, poked left eye
TACP-12-01934	7/19/2012	5/22/2012	Closed	\$	343.14	\$	-	Hand - Right	Bleeding	Ble - animal	Feeling AS got up too fast, started AS
TACP-12-02289	8/20/2012	8/20/2012	Closed	\$	-	\$	-	Finger/ing - left	Laceration	Car-stamp/Stub-Machine/Tool	Was replacing spring on riding lawn mower
TACP-12-02362	8/30/2012	8/7/2012	Closed	\$	-	\$	-	Knee - Right	Strain	Fall/Slip - Divalent level	Slipped on wet cement stepping off curb to walking to parking lot. Parking lot was from sprinkler's
TACP-12-02282	8/21/2012	8/19/2012	Closed	\$	-	\$	-	Knee - Right	Strain	Struck by moving machine parts	Moving patient from bed to gurney, the gurney moved and hit the right knee
				TOTALS	\$	356.94	\$	356.94			

4th Quarter

ID	Report	Date of 1st Report	DOI	STATUS	TOTPD	REMERES	TOTINC	BODY PART DESC	NATURE DESC	CAUSE DESC	SOURCE DESC
TACP-12-02718	10/9/2012	10/2/2012	Closed	\$	671.45	\$	-	Head	Concussion	Fall/Slip - Other	Tripped over pipes in attic and fell
TACP-12-02734	10/5/2012	10/2/2012	Closed	\$	-	\$	-	Ankle - Left	Strain	Strain/Overexert - Other	Left heel started hurting while she was mopping the floor
TACP-12-02917	10/22/2012	10/20/2012	Closed	\$	417.32	\$	-	Ankle - Left	Strain	Fall/Slip - Lifting/Lowering	Pulling set down steep gravel driveway, slipped and torted left ankle
TACP-12-03093	11/6/2012	10/28/2012	Closed	\$	46.00	\$	-	Teeth	Denial	Assault	Inmate struck him on the right side of face
TACP-12-03421	12/13/2012	12/6/2012	Closed	\$	-	\$	-	Ankle - Right	Contusion	Struck/Injured - Other	Ball came out of chair, turned chair over to replace ball and hit right ankle on internal part
TACP-12-03421	12/13/2012	12/6/2012	Closed	\$	-	\$	-	Lungs	Inhalation	Helicopter Wind	Exposure - Working at desk, turns from helicopter landing came into hospital
				TOTALS	\$	1,134.77	\$	1,134.77			
				ANNUAL TOTALS	\$	1,965.79	\$	1,965.79			

TEXAS ASSOCIATION OF COUNTIES RISK MANAGEMENT POOL

Worker's Compensation Loss Run

Fourth Quarter 2012

Claim #	Status	Location Code	Nature	INDEMNITY		MEDICAL		EXPENSE		OTHER		TOTAL		Reins Recovery	
				Incurred	Paid To Date	Incurred	Paid To Date	Incurred	Paid To Date	Incurred	Paid To Date	Incurred	Paid To Date	Other Recovery	Total Recovery

WINKLER COUNTY

TACP-12-02282	Closed	TACP-24802480PM-05	STRAIN														
J1108121300-103937MPS	08/19/2012	HOSPITAL ALL OTHE	KNEE - RIGHT														
	08/22/2012	NO	STRUCK BY MOVING MACHINE PARTS														
TACP-12-02718	Closed	TACP-24802480G-2	CONCUSSION	\$298.08		\$413.37								\$671.45			
J11004120900-106898MPS	10/02/2012	LAW ENFORCEMENT	HEAD														
	10/09/2012	NO	FALLS/JIP-OTHER	\$298.08		\$413.37								\$671.45			
			CONCUSSION, WENT TO ATTIC W. MR. KYLE AND A TRUSTEE TO CHK WATER HEATERS, TRIPPED OVER PIPES AND F											\$671.45			
TACP-12-02734	Closed	TACP-24802480PM-08	STRAIN														
J11005121300-106179MPS	10/04/2012	CLERICAL	HEEL - LEFT														
	11/12/2012	NO	STRAIN/OVEREXERT-OTHER														
			LEFT HEEL STARTED HURTING WHILE SHE WAS MOPPING THE FLOOR.														
TACP-12-02917	Closed	TACP-24802480TC	SPRAIN														
J11022121500-106963MPS	10/20/2012	LAW ENFORCEMENT	ANKLE - LEFT			\$417.32								\$417.32			
	10/26/2012	NO	FALLS/SLIP-LIFTING/LDADING			\$417.32								\$417.32			
			SPRAIN LEFT ANKLE, WAS PULLING COT DOWN A STEEP GRAVEL DRIVEWAY, SLIPPED AND ROLLED LEFT ANKLE.											\$417.32			
TACP-12-13873	Closed	TACP-24802480G-2	DENTAL			\$46.00								\$46.00			
J1106121100-07643MPS	10/28/2012	LAW ENFORCEMENT	TEETH			\$46.00								\$46.00			
	12/16/2012	NO	ASSAULT			\$46.00								\$46.00			
			DENTAL TEETH, MONTEZ ASSISTED ANOTHER PALER WITH A INMATE GAVE THE INMATE ORDERS TO GATHER HIS T											\$46.00			
TACP-12-03093	Closed	TACP-24802480PM-05	CONCUSSION														
J1108120900-107738MPS	11/06/2012	NURSING	ANKLE - RIGHT														
	11/12/2012	NO	STRUCK/INJURED - OTHER														
			BOLT CAME OUT OF CHAIR, TURNED CHAIR OVER TO REPLACE BOLT AND HIT RIGHT ANKLE ON THE INTERNAL PLAT														
				Totals for Fiscal Year 2012		\$298.08	\$1,517.04	\$75.80					\$1,790.92				\$1,790.92
				14 Claims: 0 Open, 14 Closed		\$298.08	\$1,517.04	\$15.80					\$1,790.92				\$1,790.92

TEXAS ASSOCIATION OF COUNTIES RISK MANAGEMENT POOL

Worker's Compensation Loss Run
Fourth Quarter 2012

Claim #	Status	Location Code	Nature	Body Part	Cause	INDemnITY		MEDICAL		EXPENSE		OTHER		TOTAL		Pain Recovery	Other Recovery	Total Recovery	Net Incurred
						Incurred	Paid To Date	Incurred	Paid To Date	Incurred	Paid To Date	Incurred	Paid To Date	Incurred	Paid To Date				
WINKLER COUNTY MEMORIAL HOSPITAL																			
J0316120900-96751/PS	Closed	TACP-24812480PM01	STRAIN	KNEE - LEFT	STRAIN/OVEREXERT/REP MOTION	-	-	\$167.97	-	-	-	-	-	\$167.97	-	-	-	-	\$167.97
J0719120900-102502/PS	Closed	TACP-24812480PM05	CONTUSION	FOOT - RIGHT	STROCK BY OBJ HANDLED BY OTHERS	-	-	-	-	\$7.90	-	-	-	\$7.90	-	-	-	-	\$7.90
J0830121300-104396/PS	Closed	TACP-24802481PM-G5	STRAIN	KNEE - RIGHT	FALL/SLIP- DIFFERENT LEVEL	-	-	-	-	-	-	-	-	-	-	-	-	-	-
J1213121100-109233/PS	Closed	TACP-24812480PM01	INHALATION	LUNGS	HELICOPTER WIND EXPOSURE, WORKING AT DESK, FUMES FROM HELICOPTER LANDING CAWE THROUGH THE HOSPITAL AND COULD N	-	-	\$167.97	-	\$7.90	-	-	-	\$175.87	-	-	-	-	\$175.87
RIGHT KNEE: SLIPPED ON WET CEMENT STEPPING OFF CURB TO PARKING LOT. PARKING LOT WET FROM SPRINKLE						Totals for Fiscal Year 2012													
						4 Claims: 0 Open, 4 Closed		\$167.97		\$7.90				\$175.87				\$175.87	

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

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

WINKLER COUNTY TREASURER'S REPORT
EULONDA EVEREST

31-Dec-12

Balances	\$ 366,830.13	
REVENUE DEPOSITS	\$ 3,661,214.16	
LESS SERVICE CHARGE	\$ (70.00)	
LESS BANK ERROR		
LESS HOT CHECK		
<u>Amount Paid</u>		
Accounts Payable	\$ 929,847.13	
Payroll	\$ 212,032.10	
Jury	\$ 440.00	
Fica	\$ 125,529.76	
Wire Transfers-TDCJ	\$ 36.46	
Child Support	\$ 426.46	
Wire Transfers-Park		
Wire Transfers-Tx Pool	\$ 500,000.00	
Wire Transfers-TCDRS	\$ 300,000.00	
Tx Dept Crim Justice		
Prognosis Info	\$ 5,481.77	
AMOUNT TO BALANCE	\$ 1,954,180.61	

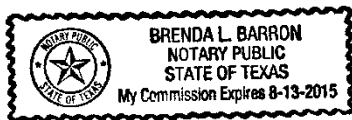
\$ 4,027,974.29 \$ 4,027,974.29

Eulonda Everest

Eulonda Everest, County Treasurer

STATE OF TEXAS
COUNTY OF WINKLER

SUBSCRIBED AND SWORN to before me on the 3RD day
of January 2013



Brenda L. Barron

Winkler County, Texas

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

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

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

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

There were no line item adjustments for the Court to consider at this time.

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

WINKLER COUNTY
BUDGET AMENDMENTS
JANUARY 25, 2013

CAPITAL EXPENDITURES		
10-230-080	CAPITAL EXPENDITURES	\$ 198,500.00
10-104-226	TRANSFER FROM RESERVES	\$ 198,500.00
TO RECORD REVENUE AND EXPENSE FOR HOSPITAL SOFTWARE		

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

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

There were no Monthly Reports from County Officials of fees earned and collected for the Court to consider at this time.

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

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

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

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

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

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

MINUTES approved the _____ day of _____, 20_____.

COUNTY CLERK