

THE STATE OF TEXAS)
 :
 COUNTY OF WINKLER)

On this the 13th day of January, 2014, the Commissioners' Court of Winkler County, Texas, met in Regular Term of Court at the Courthouse in Kermit, Texas, with the following members present, to-wit:

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
Pam Greene	Chief Deputy 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 and asked for matters of business from the audience.

A motion was made by Commissioner Stevens and seconded by Commissioner Neal to table receiving report from John Clark, Winkler County Memorial Hospital Interim Administrator and reviewing Financial Information and Monthly Reports from Winkler County Memorial Hospital; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Stevens and seconded by Commissioner Neal to table approving line item transfer(s), budget amendment(s) and salary schedule change(s) for Winkler County Memorial Hospital: which motion became an order of the Court upon the following vote:

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

At this time new medical providers: Aaron Jasso, Nurse Practitioner and Lynette Nebe, Physician Assistant, were introduced to the Court.

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve amendment of 2014 Winkler County Memorial Hospital Salary Schedule; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Neal and Thompson
 Noes: Commissioner Wolf

WINKLER COUNTY MEMORIAL HOSPITAL
2014 MAXIMUM SALARIES

		CURRENT WAGE		Salary Biweekly	Yearly
		Low	High		
		Hrly Wage	Hrly Wage		
<u>NURSING</u>					
1	DIRECTOR OF NURSING			\$ 2,700.00	\$70,200.00
9	RN (FLOOR/ER)	\$ 23.33	\$ 29.33		
	RN - PRN		\$ 30.00		
9	LVN (FLOOR/ER)	\$ 16.83	\$ 21.91		
	LVN - PRN		\$ 20.00		
4	CNA	\$ 9.93	\$ 11.66		
<u>LABORATORY</u>					
1	SUPERVISOR	\$ 21.08	\$ 28.00		
3	TECH	\$ 17.50	\$ 22.00		
	PRN TECH		\$ 19.00		
	WEEKEND TECH			\$750 PER WEEKEND	
<u>RADIOLOGY</u>					
1	SUPERVISOR	\$ 23.58	\$ 26.16		
1	TECH	\$ 21.00	\$ 22.58		
1/2	CLERK	\$ 8.28	\$ 10.58		
1	PRN TECH		\$ 21.58		
	WEEKEND TECH			\$750 PER WEEKEND	
<u>PHARMACY</u>					
1	PHARMACIST			\$ 2,209.35	\$ 57,443.10
1	LVN TECH	\$ 11.58	\$ 21.00		
	PRN TECH		\$ 16.00		
<u>PHYSICAL THERAPY</u>					
1/2	CLERK	\$ 8.28	\$ 10.58		
<u>INFORMATION TECHNOLOGIES</u>					
1	COMPUTER TECH		\$ 21.58		
<u>BUSINESS OFFICE</u>					
1	BUSINESS OFFICE MANAGER	\$ 16.09	\$ 17.67		
4	INSURANCE BILLER	\$ 9.58	\$ 13.16		
1	DATA ENTRY CLERK	\$ 9.58	\$ 12.16		
4	ADMISSION CLERK	\$ 9.58	\$ 12.16		
1/2	PRN CLERK		\$ 8.00		

		CURRENT WAGE			
		Low	High	Salary Biweekly	Yearly
		Hrly Wage	Hrly Wage		
DIETARY					
1	SUPERVISOR	\$ 9.00	\$ 11.16		
4	COOK	\$ 9.00	\$ 11.16		
HOUSEKEEPING/MAINTENANCE/LAUNDRY					
1	LAUNDRY	\$ 9.00	\$ 12.16		
1	MAINTENANCE WORKER		\$ 17.00		
3	HOUSEKEEPER	\$ 9.00	\$ 10.91		
MEDICAL RECORDS					
1	SUPERVISOR	\$ 17.08	\$ 21.06		
2	CLERK	\$ 9.58	\$ 12.79		
MATERIALS MANAGEMENT					
1	PURCHASING AGENT	\$ 10.00	\$ 12.66		
HUMAN RESOURCES					
1	HR/PAYROLL CLERK	\$ 10.58	\$ 14.16		
DIRECTOR OF PERFORMANCE IMPROVEMENT					
1	DIRECTOR		\$ 18.75		
1/2	LVN-PART TIME		\$ 17.41		
RURAL HEALTH CLINIC					
1	MID-LEVEL PRACTITIONER			\$ 4,807.69	\$ 125,000.00
1	MID-LEVEL PRACTITIONER			\$ 5,538.46	\$ 144,000.00
1	CLINIC ADMIN MANAGER	\$ 15.00	\$ 19.40		
2	LVN	\$ 14.58	\$ 17.16		
3	CNA OR CMA	\$ 9.71	\$ 11.51		
2	INSURANCE BILLER	\$ 9.08	\$ 12.16		
2	RECEPTIONIST	\$ 8.71	\$ 11.29		
1.	\$1.00 CALL PAY PER HOUR FOR MAINTENANCE, NURSING, LAUNDRY, REGISTRATION				
2	ER SHIFT DIFF 7 PM TO 7 AM - RN \$3.00 / LVN \$1.00 HRLY				
3	ER SHIFT DIFF 7 AM TO 7 PM - RN \$1.50 / LVN \$.50 HRLY				
4	LONGEVITY IS PAID TO EMPLOYEES AFTER FIVE YEARS OF SERVICE AT THE RATE OF \$20 PER MONTH FOR EACH YEAR OF SERVICE				
5	A \$400 COLA PER EMPLOYEE WILL BE PAID IN JANUARY				

A motion was made by Commissioner Neal and seconded by Commissioner Stevens to approve Winkler County Golf Course Tournament Schedule for 2014; which motion became an order of the Court upon the following vote:

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

WINKLER COUNTY GOLF COURSE 2014 TOURNAMENTS

MARCH

17TH & 18TH : WINK HIGH SCHOOL
22ND : **ROTARY 2-PERSON SCRAMBLE** (27 holes)

APRIL

5TH & 6TH : SPRING CUP MATCHES
26TH : KERMIT JUNIOR HIGH

MAY

10TH & 11TH : **CAP PEDEN 2-MAN LOW-BALL**
24TH & 25TH : **WCGA 4-PERSON SCRAMBLE**

JUNE

7TH & 8TH : **KVFD 3-PERSON SCRAMBLE**

JULY

5TH & 6TH : **BEAUTY AND THE BEAST COUPLES SCRAMBLE**
14TH : NTPGA JUNIOR TOUR

AUGUST

2ND & 3RD : **NELL ROSS 4-LADY SCRAMBLE**
16TH & 17TH : BUSTED COVEY CUP MATCHES

SEPTEMBER

20TH & 21ST : **TRES AMIGOS 3-PERSON SCRAMBLE**

OCTOBER

4TH & 5TH : **WLISD EDUCATION FOUNDATION**
18TH & 19TH : **HRNCIR'S HOPE FOUNDATION**

FOR MORE INFORMATION CALL: 432-586-9243

A motion was made by Commissioner Neal and seconded by Commissioner Stevens to approve request of Ashley Enriquez to use Recreation Center at County Park in Kermit for birthday party on Saturday, January 25, 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 Neal and seconded by Commissioner Thompson to approve request of Shawna Doran, representing WestTex Community Credit Union, to use Recreation Center at County Park in Kermit for Annual Meeting on Saturday, February 22, 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 Neal and seconded by Commissioner Stevens to approve request of Regina Durham to use Recreation Center at County Park in Kermit for graduation party on Saturday, June 07, 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 Neal and seconded by Commissioner Thompson to accept written resignation of Patti Franks, Winkler County Tax Assessor-Collector, effective January 31, 2014; which motion became an order of the Court upon the following vote:

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



PATTI FRANKS, RTA
TAX ASSESSOR-COLLECTOR
WINKLER COUNTY
POST OFFICE DRAWER T
KERMIT, TEXAS 79745
(432) 586-3465

To the Commissioners Court of Winkler County:
Judge Bonnie Leck
Commissioner Billy Stevens
Commissioner Robbie Wolf
Commissioner Randy Neal
Commissioner Billy Ray Thompson

December 10, 2013

Dear Judge Leck and Commissioners,

Please accept this as my letter of resignation from the office of Winkler County Tax Assessor-Collector effective January 31, 2014.

The past thirty-six years, my length of employment with the County, have been most rewarding and enjoyable as well as bringing a wealth of knowledge and many lasting friendships to me. After all, I have worked in the courthouse for well over half of my life! All of you on the Court, the other County officials, the current employees, as well as those who have served and are now gone, have been my dearest friends. You are my "family."

For the past twenty-seven years I have been honored to have served as Tax Assessor-Collector. It has been a privilege and I am proud to have served in this capacity. Mostly, I feel very blessed to have had the trust of all of you and the voters who have continued to keep me in this office.

Thank you, and God Bless,

Patti Franks

Following discussion regarding filling vacancy for Winkler County Tax Assessor-Collector effective February 01, 2014, a motion was made by Commissioner Neal and seconded by Commissioner Thompson to appoint Minerva Soltero as Winkler County Tax Assessor-Collector effective February 01, 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 Neal and seconded by Commissioner Thompson to appoint Minerva Soltero to Winkler County Appraisal

District Board of Directors to fill vacancy in two-year term to expire December 31, 2015; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Wolf and seconded by Commissioner Stevens to appoint Randy Neal, Commissioner, Precinct No. 3, as County Judge Pro-Tem when needed for 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 Neal and seconded by Commissioner Stevens to set terms of County Court (Civil, Criminal and Probate) and terms of Justice Court for 2014 as follows:

The County Court of Winkler County shall hold six (6) terms of Court each year; the January-February term to begin on the first (1st) Monday of January; the March-April term to begin on the first (1st) Monday of March; the May-June term to begin on the first (1st) Monday of May; the July-August term to begin on the first (1st) Monday of July; the September-October term to begin on the first (1st) Monday of September; the November-December term to begin on the first (1st) Monday of November, each term of court as to both Civil and Criminal matters shall continue its session to the close of the Saturday before Monday of the opening of said regular term of said Court; that a continuous term be provided for hearing Probate and Juvenile matters; the term of the Justice Court shall be from day to day, week to week and month to month as to both Civil and Criminal matters.

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

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

Following review of Commissioners' responsibilities, a motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve the following Commissioner's responsibilities:

COMMISSIONERS COURT RESPONSIBILITIES
(Revised January 14, 2013)

BILLY STEVENS COMMISSIONER #1	ROBBIE WOLF COMMISSIONER #2	BONNIE LECK COUNTY JUDGE	RANDY NEAL COMMISSIONER #3
Area 1 Road & Bridge Lateral Road Liaison - Area 1 Road Gang Golf Course	Kermit Barn Area Wide Equipment Wink Softball Fields Wink Community Center Wink Substation Wink Expo Building Wink Swimming Pool Wink Parks/Baseball Parks Wink Library Wink Fire Department Area 2 Road & Bridge Christmas Decorations-Wink Lateral Road Liaison - Area 2 Road Gang	Agriculture Indigent Medical & Funeral Dependent Child Care County Court Kermit Fire Department Veteran's Officer Meals Program EMS Purchases/1st Responders Appraisal District Security Guard-Wink Employee Enrichment Christmas Decorations - Kermit County Wide Maintenance Engineer County Judge Hospital Support Mt-MWR Participation	Kermit Swimming Pools Kermit Parks Boy Scout Grounds Midget League Park Baseball Park Pioneer Park Fleetwood Area BBQ Barn Recreation Center Airport Vest Park Overnight Camping Secretariat Park Jail Grounds Park Concessions 4-H Barn

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 appoint John Clark, Winkler County Memorial Hospital Interim Administrator, to Insurance Committee; 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 Neal to appoint Thomas Duckworth, Jr., Winkler County County Attorney Pro-Tem, to Sick Leave Committee; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Thompson and seconded by Commissioner Neal to appoint Thomas Duckworth, Jr. and Minerva Soltero to Technology Committee; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to accept donation of 2005 Chevrolet Silverado pickup VIN 1GCJC39205E235607 from Plains Pipeline, L.P. to Wink Volunteer Fire Department; which motion became an order of the Court upon the following vote:

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



AUTOMOBILE BILL OF SALE

This Bill of Sale is made this 9th day of January, 2014 ("Effective Date") by and between Plains Pipeline, L.P., a Texas limited partnership, whose address is 333 Clay Street, Suite 1600, Houston, Texas 77002 ("Seller") and Wink Volunteer Fire Department ("Buyer") whose mailing address is Post Office Drawer Y, Kermit, TX 79745.

1. For Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and confessed, Seller does hereby sell, assign and transfer to Buyer all of Seller's right, title and in interest into the following described automobile:

Year	Make	Model	Vehicle Identification Number	License Plate Number
2005	Chevrolet	Silverado	1GCJC39205E235607	K003279 (TX)

2. Seller is selling the above described automobile in its present condition AS IS, WHERE IS WITH ALL FAULTS AND WITHOUT SELLER'S WARRANTY OR REPRESENTATIONS OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE. BUYER ASSUMES ALL RESPONSIBILITY AND LIABILITY OF EVERY KIND ARISING FROM THE OWNERSHIP AND OPERATION OF THE AUTOMOBILE ON AND AFTER THE EFFECTIVE DATE.
3. Buyer has examined the automobile above described prior to execution of this Bill of Sale and accepts the automobile in its present location and condition without recourse against Seller.
4. The undersigned parties acknowledge that this Bill of Sale contains the entire agreement between the parties.

Executed in duplicate originals on the dates set forth below.

PLAINS PIPELINE, L.P.

Wink Volunteer Fire Department

By: Plains Marketing GP Inc.,

By: Robbie Wolf

Its General Partner

Precinct 2 Commissioner, Winkler County

By: _____ By: Robbie Wolf
Name: _____ Name: Robbie Wolf
Date: _____ Date: Jan 9, 2014

PAA LAW.COM 566655v1

Following audit, a motion was made by Commissioner Neal and seconded by Commissioner Stevens to approve asset forfeiture report of Winkler

County Sheriff, Winkler County Constables and Winkler County Attorney in accordance with Article 59.06, 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

03 LAW ENFORCEMENT AGENCY

Agency Name: Winkler County Sheriff Dept Reporting Period (local fiscal year): 1/1/13 to 12/31/13

Agency Mailing Address: Drawer Q Example: 0100113 to 1231143
Kermle, TX 79745 Example: 0901112 to 0931112

Phone Number: _____
County: _____
Email Address: _____

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

II. SEIZED FUNDS

A) Beginning Balance:	\$ -0-
B) Seizures During Reporting Period:	
1) Amount seized and retained in your agency's custody:	\$ -0-
2) Amount seized and transferred to the District Attorney's reporting jurisdiction:	\$ -0-
C) Interest Earned on Seized Funds During Reporting Period:	\$ -0-
D) Amount Returned to Defendants/Prosecutors:	\$ -0-
E) Amount Transferred to Forfeiture Agency:	\$ -0-
F) Other Disposition/Amount:	\$ -0-
G) Ending Balance:	\$ -0-

Instructions: Add lines A, B(1), C and F, subtract lines D and E, put total in line G.

III. FORFEITED FUNDS

A) Beginning Balance:	\$ 2153.68
B) Amount Forfeited or Lost Received by Reporting Agency (including interest) During Reporting Period:	\$ -0-
C) Interest Earned on Forfeited Funds During Reporting Period:	\$ 1.07
D) Proceeds Received by Your Agency from Sale of Forfeited Property:	\$ -0-
E) Amount Received by Crime Victims:	\$ -0-
F) Other Disposition/Amount:	\$ -0-
G) Total Expenditure of Forfeited Funds During Reporting Period:	\$ -0-
H) Ending Balance:	\$ 2154.75

Instructions: Add lines A, B, C, D & F, subtract lines E & G, place total in line H.

Please note - this should be a number and not a percentage amount. Example: if you received 2 cars forfeited and 4 cars paid the fine, it would be 6.

	SEIZED	FORFEITED TO AGENCY	RETURNED TO DEFENDANTS/PROSECUTORS	PAID INTO USE BY AGENCY
1) MOTOR VEHICLES (include cars, motorcycles, boats, trailers, etc.)	-0-	-0-	-0-	-0-
2) REAL PROPERTY (houses each parcel must be listed)	-0-	-0-	-0-	-0-
3) COMPUTERS (include computer and attached system components, include printers and monitors, as well as data)	-0-	-0-	-0-	-0-
4) FIREARMS (include only firearms issued to officers under Chapter 59. Do not include weapons disposed under Chapter 14)	-0-	-0-	-0-	-0-
5) Other Property Description:	-0-	-0-	-0-	-0-
Other Property Description:	-0-	-0-	-0-	-0-
Other Property Description:	-0-	-0-	-0-	-0-

IV. FORFEITED PROPERTY RECEIVED FROM ANOTHER AGENCY

A) Motor Vehicle:	#
B) Real Property:	#
C) Computers:	#
D) Firearms:	#
E) Other:	#

V. FORFEITED PROPERTY TRANSFERRED OR LOANED TO ANOTHER AGENCY

A) Motor Vehicle:	#
B) Real Property:	#
C) Computers:	#
D) Firearms:	#
E) Other:	#

VI. EXPENDITURES

A) SALARIES	
1. Number of Salary, Expense, or Allowance for Employees (Salary System/Hours):	\$ -0-
2. Salary Budgeted Salary from Forfeited Funds:	\$ -0-
3. Number of Employees Paid Using Forfeited Funds:	#
4. TOTAL SALARIES PAID OUT OF CHAPTER 59 FUNDS:	\$ -0-

7. EQUIPMENT

1. Vehicles	\$ -0-
2. Computers	\$ -0-
3. Firearms, Vests, Personal Equipment	\$ -0-
4. Furniture	\$ -0-
5. Software	\$ -0-
6. Maintenance Costs	\$ -0-
7. Utilities	\$ -0-
8. EV Rental Costs	\$ -0-
9. Other (Provide Detail on Additional Sheet)	\$ -0-
10. TOTAL EQUIPMENT PURCHASED WITH CHAPTER 59 FUNDS:	\$ -0-

8. SUPPLIES

1. Office Supplies	\$ -0-
2. Cellular Air Time	\$ -0-
3. Internet	\$ -0-
4. Other (Provide Detail on Additional Sheet)	\$ -0-
5. TOTAL SUPPLIES PURCHASED WITH CHAPTER 59 FUNDS:	\$ -0-

9. TRAVEL

1. Total in State Travel	\$ -0-
a) Transportation	\$ -0-
b) Meals & Lodging	\$ -0-
c) Mileage	\$ -0-
d) Rooming Expenses	\$ -0-
2. Total Out of State Travel	\$ -0-
a) Transportation	\$ -0-
b) Meals & Lodging	\$ -0-
c) Mileage	\$ -0-
d) Rooming Expenses	\$ -0-
3. TOTAL TRAVEL PAID OUT OF CHAPTER 59 FUNDS:	\$ -0-

10. PREVENTION/TREATMENT PROGRAMS - FINANCIAL ASSISTANCE / DONATIONS

1. Total Prevention/Treatment Programs (permitted to 59.06 (b), (c))	\$ -0-
2. Total Financial Assistance (permitted to Articles 59.06 (c) and (d))	\$ -0-
3. Total Donations (permitted to Article 59.06 (d) (2))	\$ -0-
4. TOTAL PREVENTION/TREATMENT PROGRAMS / FINANCIAL ASSISTANCE / DONATIONS (permitted to Article 59.06 (b), (c), (d), (e), (f), (g), (h), (i), (j), (k), (l), (m), (n), (o), (p), (q), (r), (s), (t), (u), (v), (w), (x), (y), (z))	\$ -0-

11. FACILITY COSTS

1. Building Purchase	\$ -0-
2. Lease Payments	\$ -0-
3. Renovation	\$ -0-
4. Maintenance Costs	\$ -0-
5. Utilities	\$ -0-
6. Other (Provide Detail on Additional Sheet)	\$ -0-
7. TOTAL FACILITY COSTS PAID OUT OF CHAPTER 59 FUNDS:	\$ -0-

12. MISCELLANEOUS FEES

1. Court Costs	\$ -0-
2. Filing Fees	\$ -0-
3. Insurance	\$ -0-
4. Witness Fees	\$ -0-
5. Adult Costs and Fees	\$ -0-
6. Other (Provide Detail on Additional Sheet)	\$ -0-
7. TOTAL MISCELLANEOUS FEES PAID OUT OF CHAPTER 59 FUNDS:	\$ -0-

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Contract for Tax Billing and Collections Services between Winkler County and the City of Kermit for the period of February 01, 2014 through January 31, 2015; which motion became an order of the Court upon the following vote:

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

CONTRACT FOR TAX BILLING AND COLLECTION SERVICES

STATE OF TEXAS §
 §
COUNTY OF WINKLER §

This agreement is entered into on the day below between Winkler County, Texas and the below Entity of Winkler County, Texas acting by and through their respective elected officials.

WITNESSETH:

WHEREAS, the parties desire for Winkler County to bill and collect Entity's property taxes through the Tax Assessor-Collector of Winkler County;

WHEREAS, the parties pursuant to the laws of the State of Texas enter into this agreement.

NOW, THEREFORE, in consideration of the mutual promises, the parties agree for the County to collect property taxes for the Entity for the tax year of February 1, 2014 through January 31, 2015, in accordance with all the other terms, provisions and conditions of the Contract for Tax Billing and Collection Services between the parties for the tax year of February 1, 2004 through January 31, 2005, which are applicable to this current Contract.

EXECUTED this the 13th day of January, 2014.

ATTEST:

WINKLER COUNTY, TEXAS
By Authority of the Commissioners' Court

Shethelia Reed
Shethelia Reed; Winkler County Clerk
by: Pam Greene, deputy
ATTEST: -


By: Bonnie Leck
Bonnie Leck, Winkler County Judge

ENTITY:

CITY OF KERMIT

Diana Franco, Kermit City Secretary

By: Ken Mays, Mayor, City of Kermit


Patti Franks, Winkler County
Tax Assessor-Collector

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Contract for Tax Billing and Collections Services between Winkler County and the City of Wink for the period of February 01, 2014 through January 31, 2015; which motion became an order of the Court upon the following vote:

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

CONTRACT FOR TAX BILLING AND COLLECTION SERVICES

STATE OF TEXAS

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§
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COUNTY OF WINKLER

This agreement is entered into on the day below between Winkler County, Texas and the below Entity of Winkler County, Texas acting by and through their respective elected officials.

WITNESSETH:

WHEREAS, the parties desire for Winkler County to bill and collect Entity's property taxes through the Tax Assessor-Collector of Winkler County;

WHEREAS, the parties pursuant to the laws of the State of Texas enter into this agreement.

NOW, THEREFORE, in consideration of the mutual promises, the parties agree for the County to collect property taxes for the Entity for the tax year of February 1, 2014 through January 31, 2015, in accordance with all the other terms, provisions and conditions of the Contract for Tax Billing and Collection Services between the parties for the tax year of February 1, 2004 through January 31, 2005, which are applicable to this current Contract.

EXECUTED this the 13th day of January, 2014.

ATTEST:

Shethelia Reed
Shethelia Reed, Winkler County Clerk
by: Alan Greene, deputy
ATTEST:

WINKLER COUNTY, TEXAS
By Authority of the Commissioners' Court

By: Bonnie Leck
Bonnie Leck, Winkler County Judge

ENTITY:

CITY OF WINK

Tonya Todd, Wink City Secretary

By: Eric Hawkins, Mayor, City of Wink

Patti Franks
Patti Franks, Winkler County
Tax Assessor-Collector

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Contract for Tax Billing and Collections Services between Winkler County and Kermit Independent School District for the period of February 01, 2014 through January 31, 2015; which motion became an order of the Court upon the following vote:

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

CONTRACT FOR TAX BILLING AND COLLECTION SERVICES

STATE OF TEXAS
COUNTY OF WINKLER

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This agreement is entered into on the day below between Winkler County, Texas and the below Entity of Winkler County, Texas acting by and through their respective elected officials.

WITNESSETH:

WHEREAS, the parties desire for Winkler County to bill and collect Entity's property taxes through the Tax Assessor-Collector of Winkler County;

WHEREAS, the parties pursuant to the laws of the State of Texas enter into this agreement.

NOW, THEREFORE, in consideration of the mutual promises, the parties agree for the County to collect property taxes for the Entity for the tax year of February 1, 2014 through January 31, 2015, in accordance with all the other terms, provisions and conditions of the Contract for Tax Billing and Collection Services between the parties for the tax year of February 1, 2005 through January 31, 2006, which are applicable to this current Contract.

EXECUTED this the 13th day of January, 2014.

ATTEST:

WINKLER COUNTY, TEXAS
By Authority of the Commissioners' Court

Shethelia Reed
Shethelia Reed, Winkler County Clerk
by: Alan Greene, deputy
ATTEST:

By: Bonnie Leck
Bonnie Leck, Winkler County Judge

ENTITY:

KERMIT INDEPENDENT SCHOOL DISTRICT

Lee Lentz-Edwards, Secretary of
Board of Trustees

By: _____
Odie Marshall, President of Board of Trustees

Patti Franks
Patti Franks, Winkler County
Tax Assessor-Collector

A motion was made by Commissioner Neal and seconded by Commissioner Stevens to approve Ambulance Service Agreement between Winkler County and Loving County for period of January 01, 2014 through December 31, 2014; 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, 2014 to December 31, 2014, 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 13th day of January, A.D., 2014.

IN TESTIMONY WHEREOF, witness the execution of this instrument on the 13th day of January, 2014.

WINKLER COUNTY, TEXAS

By: Bonnie Leck
Bonnie Leck
Winkler County Judge

ATTEST:

Shethelia Reed
Shethelia Reed
Winkler County Clerk
by: Pam Greene, deputy

LOVING COUNTY, TEXAS


By: _____
Skeet L. Jones
Loving County Judge

ATTEST:

Mozelle Carr
Loving County Clerk

A motion was made by Commissioner Thompson and seconded by Commissioner Neal to approve acceptance of Texans Feeding Texans: Home-Delivered Meal Grant Program for the period of February 01, 2014 through January 31, 2015 in the amount of \$5,802.49 and authorize County Judge to sign same; which motion became an order of the Court upon the following vote:

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



TEXAS DEPARTMENT OF AGRICULTURE

GRANT AGREEMENT

Two Parties: Grantor/Grantee

Grant Agreement Number HDM-14-1386		Amount of Grant Funds \$5,802.49	
Period of Performance/Term of Agreement From: 02/01/2014 To: 01/31/2015		Amount of Matching Funds \$ 0.00	
Grant Program: Texas Feeding Texans: Home-Delivered Meal Grant Program		Type: State – General Revenue	
Project Title: 2014 Texas Feeding Texans: Home-Delivered Meal Grant Program			
GRANTOR			
Name County of Winkler		Name Texas Department of Agriculture	
Physical Street P.O. Drawer V		Physical Street 1700 North Congress Avenue	
City/State/Zip Kermit, TX 79745		City/State/Zip Austin, Texas 78701	
Project Manager Jeanne Willhelm		Grant Coordinator Kären Reichel	
Phone 432-586-3161	Email jwillhelm@co.winkler.tx.us	Phone 512-956-2450	Email Grants@TexasAgriculture.gov
AUTHORITY AND PURPOSE Chapter 12 of the Texas Agriculture Code (Code) provides that the Grantor, shall encourage the proper development of agriculture and that the Grantee may enter into cooperative agreements with local, state, federal and other governmental entities to carry out its duties under the Code. In accordance with Section 12.042 of the Texas Agriculture Code, funds have been appropriated to the Grantee to help defray the costs of providing home-delivered meals that are not fully funded by the Department of Aging and Disability Services or an area agency on aging.			
Required Attachments Attachment A – Award Specific Provisions Attachment B – Standard Terms and Conditions Attachment C – Approved Grant proposal and Budget Attachment D – Certification and Attachments All required attachments are incorporated into this grant agreement as if fully set forth herein. Except as specifically provided otherwise in this Agreement, any alterations, additions, or deletions to the terms of this Agreement shall be by amendment in writing and executed by both parties to this Agreement or as otherwise provided. Such amendments shall not invalidate this agreement, nor relieve or release the Grantor or the Grantee from its obligations under this Agreement.			
Authorized Signatory: Each person signing the Agreement certifies that he or she is authorized by the Grantor or Grantee to bind the party on whose behalf they are signing to the terms and conditions of the Agreement.			
This Agreement is executed by the Parties in their capacities as stated below:			
Grantee		Grantor	
Revenue Lock, County Judge		Drew DeBevoise, Deputy Commissioner	
Date January 13, 2014		Date	

Award Agreement #HDM-14-1386
TDA – County of Winkler

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Texas Department of Agriculture
Attachment A – Award Specific Provisions

1 Program Purpose and Grant

- 1.1 This Agreement is for the Texas Feeding Texans: Home-Delivered Meal Grant Program ("Program") to distribute grant funds to eligible organizations that provide home-delivered meals to homebound persons who are elderly and/or have a disability.
- 1.2 Grantee has applied for a grant from the Program and has met all requirements for receiving the Grant.
- 1.3 Grant Budget. Grantee shall provide a detailed budget for the year, attached hereto as "Attachment C", not to exceed a total of \$5,802.49 for all awards granted for the Term of the Agreement, signed by the Grantee, using the budget categories by which Grantee shall be submitting Quarterly Report information.

2 Grantee Obligations

- 2.1 Payment Schedule. The Grantor shall make a grant award not later than February 1 to Grantee. Fifty percent (50%) of grant funds awarded shall be allocated and distributed to Grantee on or before February 1. The remaining fifty percent (50%) of such grant award shall be allocated and distributed to Grantee on or before August 1. Notwithstanding any other provision of this subchapter, the Department may deny, revoke, suspend, or withhold a grant award for misuse of grant funds, or failure to comply with any requirement of Texas Administrative Code Title 4, Part 1, Chapter 1, Subchapter O, Sections 1.950 et seq.
- 2.2 Performance by Grantee. Grantee shall use Grant in accordance with the terms of this Agreement and Texas Administrative Code Title 4, Part 1, Chapter 1, Subchapter O, Sections 1.950 et seq.
- 2.3 Non expended Grant Funds. Grantee understands and acknowledges that grant funds that are not expended by Grantee prior to the end of the Term of Agreement, including any authorized extensions, must be returned to the Grantor. Failure to remit unused funds may result in legal action against Grantee, including, without limitation, making Grantee ineligible for future Program funds.
- 2.4 Grantee's Menu and Substitution Procedure. Grantee shall have all menus and meal substitution procedures approved by a registered dietician or a person with a bachelor's degree (or higher) in food and nutrition, dietetics, or food service management, who is currently employed as a dietician or dietary consultant in a hospital, nursing facility, school, home delivered meal organization, or in private practice. Grantee shall maintain documentation of such approval.
- 2.5 Grantee Meal Delivery and Temperature Standards and Procedures. Grantee shall maintain policies to ensure compliance with meal temperature standards and the Program's four-hour delivery requirement at each meal preparation location. Grantee shall also maintain records demonstrating compliance with Grantee's policies. If Grantee does not comply with meal temperature standards and the four-hour delivery requirement due to exceptional circumstances, the Grantee should seek a written waiver from Grantor as soon as practicable following the occurrence of the exceptional event or circumstances. If Grantee fails to comply with the Program's four hour delivery requirement, Grantee will be required to implement corrective action, as determined by IDA, prior to applying for future funds.

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- 2.6 Failure to Obtain a Food Establishment Permit or Comply with Texas Food Establishment Rules (TFER). If it is determined that Grantee failed to obtain a required food establishment permit, or that Grantee failed to comply with TFER, Grantor, at its sole discretion, may exercise the remedies set forth in sections 6.1 and 7.1 of this Agreement, including, without limitation, termination of the Agreement and taking legal action to obtain full repayment of the Grant.
- 2.7 Notice of Failure to Receive County Grant. Grantee shall promptly notify the Grantor of any failure to receive or reduction in the amount of the county grant funds required by Texas Administrative Code Title 4, Part 1, Chapter 1, Subchapter O, Section 1.953 as reported by Grantee in its application for funds under this Program. Failure of Grantee to receive, or reduction in the amount of, county grant funds may result in the withholding or revocation of a Grant or require Grantee to refund Grant funds disbursed.
- 2.8 Eligible Meals. The Grant is based on the number of Eligible Meals served by Grantee. Eligible Meals are calculated by subtracting the meals funded by the Texas Department of Aging and Disabilities and/or Area Agency on Aging from the total number of meals delivered as reported by Grantee in a county between September 1, 2012 and August 31, 2013. The Grant is calculated on the remaining number of meals. For purposes of this Grant, any meals that are not Eligible Meals are classified as Ineligible Meals. If an audit or review of the Grant reveals that Grantee has received Grant funds based on Ineligible Meals, Grantee will be required to repay Grantor the amount of the excess Grant funds received, on terms and conditions as may be set by Grantor.

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Texas Department of Agriculture
Attachment B—Terms and Conditions

- 1.1 Application. Grantor and Grantee (the Parties) agree to the following terms and conditions, which are applicable unless a term of the Award Specific Provisions clearly indicates otherwise. In the event that any terms between Attachment A and Attachment B of this agreement conflict, Attachment A shall control.

2 Definitions

- 2.1 "Agreement" – The Grant Agreement and all attachments thereto.
- 2.2 "Authorized Official" – Grantee's representative authorized to bind the Grantee and take action on its behalf.
- 2.3 "Commissioner" – The Commissioner of Agriculture.
- 2.4 "Department" – The Texas Department of Agriculture.
- 2.5 "Deputy Commissioner" – The Deputy Commissioner of Agriculture.
- 2.6 "Fiscal Officer" – Grantee's designated representative responsible for all financial and budget reporting functions related to the administration of the grant, as required by the Agreement.
- 2.7 "Grant Coordinator" – Grantor's designee responsible for and authorized to coordinate the Grant Program.
- 2.8 "Non-Expendable Personal Property" – Tangible personal property having a useful life of more than one year and an acquisition cost of \$5,000.00 or more per unit.
- 2.9 "Project Manager" – Grantee's designated representative responsible for day-to-day project management and coordination.

3 Reporting Requirements

3.1 Performance Reports.

- A. Quarterly Reports Required. Performance reports shall be submitted on a form prescribed by Grantor. These reports shall be in a narrative format, from one to three pages in length, and detail the accomplishments of the project objectives for the previous three month period. The due dates for reports are thirty days after the end of each report period set in section 3.3.
- B. Final Performance Report. The final report shall follow the format prescribed by the

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Grantor. The Final Performance Report is due thirty days after the expiration or termination of this Agreement, whichever occurs first.

3.2 **Budget Reports.**

A. Budget Reports. Budget Reports shall be submitted on a form prescribed by Grantor. These reports shall detail use of grant funds spent to date and must be submitted within the time prescribed by Section 3.3 of this Attachment B.

B. Budget Report. Both the Fiscal Officer and the Project Manager must sign the Final Budget Report. The form shall detail the use of all award funds in accordance with the approved budget. The Final Budget Report is due sixty days after the expiration or termination of this Agreement, whichever occurs first. Grantor shall not reimburse any expenses incurred after the termination of this Agreement.

3.3 **Quarterly Reporting Periods.** Quarterly reports must be submitted no later than thirty days after the end of the following reporting periods:

- September 1 thru November 30;
- December 1 thru February 28;
- March 1 thru May 31; and
- June 1 thru August 31.

3.4 **Annual Inventory of Property.** Grantee's Project Manager or Fiscal Officer shall provide to the Grantor an Annual Inventory of Grantor Non-Expendable Personal Property detailing the items' location and condition on the form prescribed by the Grantor.

3.5 **Failure to Comply with Reporting Requirements.** Failure of Grantee to comply with any of the reporting requirements in this Agreement may result in the revocation of a Grant, withholding of request(s) for reimbursement, requiring the repayment of Grant funds disbursed to Grantee, and/or Grantee's ineligibility for future Program funds.

4 **Agreement Modifications**

4.1 **Agreement Modifications.** The Agreement cannot be changed, terminated or modified in any manner other than as provided for herein. Grantor is not obligated to approve requests for modification.

4.2 **Requested Agreement Changes by Grantee.** The Grantee may request changes to the Agreement, budget or objectives and deliverables by submitting the requested change to the Grantor in writing. Except as otherwise provided in the Agreement, requested changes shall only become effective upon written approval of the Grantor. Written notice of approval or denial of the Grantee's request will be sent to the requestor.

4.3 **Time for Requesting Agreement Changes.** The Grantee may request changes to the Agreement by submitting the requested change in a format prescribed by Grantor, including justification for the request, to the Grant Coordinator no later than thirty days prior to the end of the Term of Agreement. Requests for Agreement changes may be submitted for

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approval within thirty days prior to the end of the Term of Agreement, but only for good cause as determined by the Grantor based on the justification submitted with the request.

The following requests shall be considered:

A. Material Budgetary Changes. If a budgetary change for an amount exceeding 10% of the Grant Award is needed, it must include:

- 1) A statement explaining the need for the change; and
- 2) Documentation indicating the line items and amounts to be changed.

B. Programmatic Change. If a programmatic change is requested, such as the scope, target, or focus of the Grant Project, the request shall include a detailed explanation and a statement for the change.

C. Agreement Extension. Grantee shall submit to Grantor written request with an explanation, for an extension of the Agreement not less than thirty days prior to the end of the Term of Agreement. The explanation should demonstrate that the extension is necessary due to unforeseeable circumstances preventing completion of the Grant Project.

4.4 **Budgetary Revisions.** The Grantee is allowed to make budgetary revisions without prior approval for up to 10% of the grant award. The total of the revisions is a cumulative amount totaling 10% of the award. These funds may only be reallocated to eligible and previously approved line items, excluding indirect costs and equipment purchases. Notification of any revisions must be submitted to the Grantor in writing within ten business days prior to the subsequent payment request.

4.5 **Grantor Amendment.** Grantor may alter, amend, change, modify, revise, or supplement the terms of the Agreement by providing written notice of amendment to Grantee. Grantee's continued performance under the Agreement constitutes acceptance of Grantor's amendment.

4.6 **Approved Changes Become Part of Agreement.** Once approved in accordance with this Attachment, approved changes become a part of the Agreement, superseding all provisions that are inconsistent herein.

4.7 **Lack of Approval for Budget Transfers.** Lack of prior approval for the following will be grounds for denial of reimbursement requests for the following items:

- A. Budget transfers exceeding 10% of the grant award;
- B. Indirect costs; and/or
- C. Equipment purchases.

4.8 **Grantee Project Manager Change.** Grantee shall notify Grantor in writing within seven days of Grantee's Project Manager separation from, or notice of intent to separate from the

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Grant during the Term of the Agreement. Such notice shall include the date of termination of the Project Manager's affiliation.

4.9 **Grantor's Approval of Proposed Project Manager Change.** Grantor shall review Grantee's request and provide written approval or denial of the proposed change within 10 business days after receiving such notice from Grantee. If Grantor does not approve such substitution, then the Agreement shall be temporarily suspended until an alternative Project Manager is approved or the Agreement is terminated in accordance with Section 8.1 of this Attachment B.

4.10 **Reimbursement After Project Manager Separation.** Unless Grantor has approved the Project Manager change under Section 4.9 above, Grantor will not reimburse Grantee for any expenditure directly associated with the Project Manager under the Agreement that is incurred after the effective date of termination provided in the written notice under Section 4.9 above. Such expenditures include, but are not limited to the Project Manager's salary, incidentals, and/or travel. In the event of any conflict between Sections 4.10 and 8.5 of this Attachment B, Section 8.5 will prevail.

5 **Compliance**

5.1 **Access to Records.** During the Term of Agreement and for at least three years after termination of the Agreement, Grantee shall allow representatives of Grantor and/or the State Auditor's Office upon request by such, access to and the right to examine the premises, books, accounts, records, files and other papers or property belonging to or in use by Grantee and pertaining to the Agreement. Such records shall be maintained by Grantor at a location that is readily accessible to Grantor and/or the State Auditor's Office.

5.2 **Authority to Audit and Investigate.** Grantee understands that acceptance of grant funds under the Agreement acts as acceptance of the authority of the State Auditor's Office, its successor agency, and any representative of the Grantor to conduct an audit or investigation in connection with such funds. Grantee further agrees to cooperate fully with the State Auditor's Office, its successor or any representative of the Grantor in the conduct of the audit or investigation, including providing all records requested and providing the State Auditor or any representative of the Grantor with access to any information they consider relevant to the investigation or audit. Grantee shall ensure that the clause concerning the authority to audit funds received indirectly by any subcontractors used by Grantee and their requirement to cooperate is included in any subcontracted awards.

5.3 **Records Retention.** All records under the Agreement are required to be maintained by the Grantee for three years after the expiration or termination of the Agreement, or any litigation or audit is completed, whichever is longer.

5.4 **Copies of Financial Audit.** If Grantee has a financial audit performed in any year during which Grantee receives funds from Grantor, and if the Grantor requests information about the audit, the Grantee shall provide such information to Grantor to provide information as to where the audit report can be publicly viewed, including the audit transcript letter, management letter, and any schedules in which the Grantor's funds are included.

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5.5 **Notification Regarding Grantee's Fiscal Officer or Authorized Individual Changes.** Grantee shall immediately notify Grantor if Grantee's Fiscal Officer or Authorized Individual leaves or otherwise changes during the Term of Agreement. Grantor shall not process grant payments during any period of time for which Grantee has failed to designate a Fiscal Officer or Authorized Individual.

5.6 **Notification of Subcontract/Assignment.** Any delegation by Grantee to a third party of any of the duties and responsibilities under the Agreement shall not relieve Grantee of its responsibility to Grantor for its proper performance under the Agreement. Grantee cannot subcontract or assign any of its duties under the Agreement without advance written notice to Grantor and prior written approval of Grantor, which shall not be unreasonably withheld. Lack of notice may be grounds for termination of the Agreement.

6 **Intellectual Property**

6.1 **Copies of Materials to Grantor; Non-Disclosure.** The Grantee shall provide to the Grantor any Intellectual Property, information, data, conclusions, or reports as it may develop or produce as a result of the Agreement at least thirty days prior to its publication, release, or dissemination, in any form, for Grantor's review and comment. If Grantee and Grantor agree for good cause that such materials or information should remain confidential, Grantee shall not disclose or publish any information gathered, compiled, produced, reviewed or controlled by Grantee in connection with the approved Grant Project defined in Attachment C. For purposes of this section, good cause includes (i) breach of the Agreement by Grantee and (ii) Grantee's failure to meet the Grant Project's objectives. The Grantee shall provide to the Grantor copies of all printed or recorded materials which describe or publicize the project, including brochures, press clippings, audio and video tapes, and photographs of sites and signs. The Grantor shall have the right to publicize the Grant Project and to use and disseminate the information, data, conclusions, articles, reports, brochures, audio and videotapes, photographs, and other items provided by Grantee. Notwithstanding any other provision in the Agreement, Grantee agrees that if Grantee commits a material breach of the Agreement, or if Grantor terminates the Agreement for cause, then Grantor shall be the sole owner of any Intellectual Property created under the Agreement, and Grantee has no rights to said Intellectual Property whatsoever.

6.2 **Reports to Grantor.** If the Grantee first conceives of, actually puts into practice, discovers, creates, or produces any intellectual property during the course of its work under the Agreement, it shall report that fact to the Grantor.

6.3 **Copies of Intellectual Property Materials to Grantor.** The Grantee must submit a copy of any intellectual property materials produced as a result of the Grant Project to the Grantor at least thirty days prior to publication, release, or dissemination.

6.4 **Funding Statement.** All materials produced as a result of the Grant Project must include a statement that the work was funded, in whole or in part, by the Grant Program as administered by the Texas Department of Agriculture.

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6.5 **Grantor's Rights.** The Grantee may obtain governmental protection for rights in the intellectual property. However, the Grantor reserves a royalty-free, nonexclusive, perpetual and irrevocable license to use, publish, or reproduce for sale or otherwise, and to authorize others to use, publish, or reproduce, for sale or otherwise (to the extent consistent with the rights of third parties) any intellectual property created or produced in whole or in part with funds received under the Agreement and for which the Grantee obtains intellectual property rights.

6.6 **Grantee's Responsibilities.** In performing work under the Agreement, the Grantee shall comply with all laws, rules, and regulations relating to intellectual property, and shall not infringe on any third party's intellectual property rights. It shall hold the Grantor harmless for, and to the extent permitted by the laws and Constitution of the State of Texas, defend and indemnify the Grantor against, any claims for infringement related to its work under the Agreement.

6.7 **Subcontract Provisions.** The Grantee shall include provisions adequate to effectuate the purposes of Section 6 of this Attachment in all subcontracts under the Agreement in the course of which intellectual property may be produced or acquired.

6.8 **Intellectual Property Developed with Other Funding.** Nothing in Section 6 of this Attachment is intended to give the Grantor a right to any intellectual property developed with funds other than those provided by the Agreement or used as matching funds under the Agreement.

7 **Payments.**

7.1 **Lack of Funding.** The Agreement is subject to the availability of state, federal or private funds. If such funds become unavailable during the Term of Agreement and Grantor is unable to obtain sufficient funding for the Agreement, the Agreement will be reduced or terminated.

7.2 **Grantee in Good Standing.** Grantee understands that in order to be eligible for payment from Grantor, Grantee must be in good standing with the Texas Comptroller of Public Accounts.

7.3 **Reimbursement.** Grantor shall reimburse Grantee only for actual, reasonable and necessary expenses, in accordance with the following circulars, directives, policies and standards:

A. OMB Circular A-102, 2 CFR 215, 2 CFR 220, 2 CFR 225, and 2 CFR 230 as applicable;

B. The Uniform Grant Management Standards ("UGMS");

C. As provided for in Attachment C, and to the extent the expenditure is allowable as determined by Grantor; and

D. Only to the extent such expenses have been incurred by Grantee in the fulfillment of the objectives provided for in Attachment C.

7.4 **Reimbursement Documentation.** Grantee shall submit to Grantor, for each

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reimbursement request, a completed Payment Request and Budget Compliance Report on a form designated by Grantor, including the following information, if applicable:

A. **Personnel Costs.** Back-up documentation for salary/wages and fringe benefits must be provided that detail personnel time billed directly to the program.

B. **Travel Costs.** Travel costs are allowable for transportation, lodging and related expense items incurred by Grantee while traveling within Texas on official business directly related to the Grant Project. Reimbursement for travel is limited to the federal Domestic Per Diem Rates, which can be found on the U.S. General Services Administration (GSA) Web site. For locations not listed on the GSA site, the rate will be limited to travel reimbursement rates as set by the Texas Comptroller of Public Accounts. The Grantor will address exceptions on a case-by-case basis. Copies of receipts for all expenditures, regardless of the amount, must accompany the request—including, but not limited to, airfare, lodging, transportation, incidentals, etc. A brief justification for the travel must also be included. Meals, or any food related items related to travel and/or per diem expenses are not an allowable cost and will not be approved for reimbursement.

C. **Supplies and Other Operating Costs.** Copies of vendor invoices for purchases of \$500.00 or more and an itemized list of all invoices for purchases of less than \$500.00 must accompany the Payment Request. All backup documentation, including original copies of vendor invoices, must be made available in Grantor upon request during any audit conducted at Grantee's premises under the Agreement.

D. **Indirect Costs.** Grantor's maximum obligation also includes indirect costs of up to ten percent (10%) of actual costs. The inclusion of these indirect costs shall not change Grantor's maximum obligation under this Agreement. In order to be reimbursed for indirect costs, Grantee must provide an Indirect Cost Plan to Grantor for approval.

7.5 **Payment Requests.** Grantee must submit payment requests in a manner as prescribed by Grantor at least quarterly, with no greater frequency than monthly.

7.6 **Final Payment Request.** The final payment request must be received no later than sixty days following the completion of the Grant Project or after the expiration or termination of the Agreement, whichever occurs first.

7.7 **Payment Schedule.** In order to be eligible for reimbursement of a payment request, all reporting requirements must be current. Grant funds shall be paid according to the following schedule.

A. Up to 90% of the total grant award may be disbursed provided the work for which payment is requested has been completed and proper documentation to substantiate the request has been submitted pursuant to Section 7.4.

B. The remaining 10% may only be disbursed if the disposition of all property purchased under the Agreement is submitted utilizing the form designated by the Grantor (if applicable).

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7.8 **Payment Classification.** Funds reimbursed under the Agreement must be classified as "grants" for financial reporting purposes.

7.9 **Use of Funds.** Quarterly reports must demonstrate the expenditure of funds in a timely manner, as well as corresponding progress towards Grantee's project objectives. Lack of progress will be considered a breach of this agreement and unless cured in the time prescribed by Grantor, will result in the termination of this agreement.

7.10 **Non-expended Grant Funds.** Grantee understands and acknowledges that grant funds that are not expended by Grantee prior to the end of the Term of Agreement, including any authorized extensions, shall be forfeited.

7.11 **Required Repayment of Grant Funds.**

A. Grantor will deny any requests for reimbursement and/or require repayment of Grant funds disbursed to Grantee if:

1) Grant funds are misused;

2) Grantee violates any term, condition or provision of this Agreement; or

3) Grantee made any misrepresentation to Grantor in obtaining this Grant.

B. This provision is not exclusive of other grounds for withholding or requiring repayment of grant funds or any other remedy, civil or criminal, which may be available to Grantor.

7.12 **Matching Funds.** Grantee is required to expend matching funds in an amount equal to or greater than the pledged match as outlined in Attachment C. Requests for reimbursement will only be paid after Grantee provides documented minimum expenditure of matching funds in an amount proportionate to the reimbursement request.

8 **Termination of Agreement**

8.1 **Agreement Termination.** The Agreement may be terminated at any time by mutual consent. In addition, either party may terminate the Agreement, without cause, upon thirty days' written notice via registered or certified mail, return receipt requested, to the other party. Early termination of the Agreement shall not relieve Grantee from the obligation of providing final performance and budget reports regarding the expenditure of grant funds received prior to termination. If one party terminates the Agreement, pursuant to this section, then the effective date of termination is thirty days from the date that the non-terminating party receives the notice of termination.

8.2 **Immediate Termination.** Any default or breach of the Agreement, including but not limited to, Grantee's failure to meet reporting requirements for more than one quarter (does not have to be consecutive), or fulfill any other obligation under the Agreement, shall constitute cause for immediate termination of the Agreement. Such termination is effective upon written notification by Grantor by mailing written notice via registered or certified mail, return receipt requested, to Grantee. The effective date of termination is three days after Grantor mails Grantee notice of termination.

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8.3 **Curable Breach.** If Grantor determines that a breach by Grantee is curable, Grantor may send written notice to Grantee stating the nature of the breach. Should the breach not be cured by Grantee within thirty days from the date of the notice, the Agreement will be immediately terminated. Forbearance of this section or any other termination provision by Grantor shall not constitute a waiver of the breach.

8.4 **Termination for Lack of Appropriate License/Permits.** Grantee's failure to obtain and maintain applicable federal, state, and local licenses and permits shall constitute cause for immediate termination of the Agreement.

8.5 **Reimbursement upon Termination.** In the event of termination of the Agreement, Grantee shall be reimbursed for eligible, documented expenses in accordance with the Agreement up to the date of termination. Expenses incurred beyond the date of termination will not be reimbursed, and Grantee specifically waives all rights to any further funds upon termination of the Agreement.

8.6 **Effect of Expiration or Termination.** Sections 3.1, 3.2, 5.1, 5.2, 5.3, 5.4, 6.1, 6.3, 6.4, 7.11, 8.1, 9.5, and 9.6 of this Attachment B shall survive the expiration or termination of the Agreement. Notwithstanding anything to the contrary contained in the Agreement, termination of the Agreement shall not release or relieve either Grantor or Grantee from any liabilities or damages arising out of any breach of the representations and warranties made by it, or its failure to perform any of the covenants, agreements, duties or obligation arising under the Agreement.

9 **Disposition of Property**

9.1 **Property Vested in Grantee.** When personal property is acquired by Grantee with grant funds, title shall be vested in Grantee, subject to the Agreement.

9.2 **Personal Property Used in Accordance with the Agreement.** During the Term of Agreement, such personal property shall be used in accordance with the Agreement to accomplish the public purposes served by the Grant Project.

9.3 **Maintenance of Property Records.** Grantee must maintain property records that include a description of the property, a serial number or other identification number, the source of property, who holds the title, the acquisition date, and cost of the property, percentage of state participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property, on a form prescribed by Grantor.

9.4 **Physical Inventory.** A physical inventory of the property shall be taken and the results reconciled with the property records at least once every two years, or prior to termination of the Agreement, as applicable.

9.5 **Non-Expendable Personal Property.** After the termination of the Agreement, Grantee may continue to use any Non-Expendable Personal Property acquired under the Agreement

in the Grant Project as long as needed, whether or not the project continues to be supported by grant funds. In the alternative, Grantee may sell the property and reinvest the proceeds in the Grant Project.

- 9.6 **Property Disposition at Project Expiration or Termination.** If the Grant Project has terminated and the property is no longer being used for the purposes specified in the Grant Project, then the property must be disposed of as follows:
- A. If the property has a current per-unit fair market value of less than \$5,000.00, Grantee may use the property for other activities without reimbursement to Grantor or sell the property and retain the proceeds.
- B. If the property has a current per-unit fair market value of \$5,000.00 or more, Grantee may retain the property for other activities, or sell it, but shall in either case compensate Grantor for its share. The amount of compensation shall be computed by applying the percentage of Grantor's actual participation in the cost of the original project to the current fair market value of the property.
- C. If Grantee has no further need for and is unable to sell the property, Grantee shall request disposition instructions from Grantor.
- 9.7 **Expendable Personal Property.** Expendable personal property shall vest in Grantee upon acquisition. If there is a residual inventory of such property exceeding \$5,000.00 in total aggregate fair market value upon completion of the Grant Project, Grantee may retain the property for other activities, or sell it, but must in either case compensate Grantor for its share. The amount of compensation shall be computed in the same manner as Non-Expendable Personal Property. If Grantee has no further need for and is unable to sell the property, Grantee shall request disposition instructions from Grantor.

10 General Terms and Conditions

- 10.1 **Delegation to Third-Party.** Grantee is not relieved of its duties and obligations imposed by the Agreement through delegation by Grantee to a third-party.
- 10.2 **Agreement Binding.** The Agreement shall be binding on and inure to the benefit of the parties and their officers, executives, administrators, legal representatives, and successors except as otherwise specified herein. Neither party may assign or transfer the Agreement without the written consent of the other party. The parties intend to be legally bound and have executed the Agreement as evidenced by their signatures on the date indicated below. The Agreement is not effective until and until it has been signed by both parties.
- 10.3 **Grantee Responsible for Compliance.** Grantee shall be solely responsible for compliance with all federal, state, and municipal laws, ordinances, regulations, and purchasing or contracting guidelines in the accomplishment of the Grant Project funded by the Agreement, and failure to comply with such shall constitute cause for immediate termination of the Agreement in accordance with Section 8.2 of this Attachment.

the case of any conflicts between UGMS and the Agreement, UGMS shall control.

- 10.13 **Texas Public Information Act.** Grantee acknowledges that all information provided by Grantee pursuant to the Agreement, including information and material referred to in the Agreement, attachments and/or any amendments thereto, is subject to the Texas Public Information Act, Texas Government Code, Chapter 552, and may be subject to disclosure to the public.
- 10.14 **Headings.** Captions and headings of the sections or paragraphs of the Agreement are for convenience and reference only and shall not affect, modify or amplify the provisions of the Agreement, nor shall they be employed to interpret or aid in the construction of the Agreement.
- 10.15 **Severability.** If any part of the Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from the Agreement and the remaining part shall remain in full force and effect, and the parties shall promptly negotiate to replace invalid or unenforceable provisions that are essential parts of the Agreement.
- 10.16 **Waiver.** A waiver by Grantor of any provision hereunder shall not operate as a waiver of any other provision, or a continuing waiver of the same provision in the future.
- 10.17 **Antitrust.** Grantee represents and warrants that neither Grantee nor any firm, corporation, partnership, or institution represented by Grantee, or anyone acting for such firm, corporation or institution has (1) violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code, Chapter 15, or the federal antitrust laws; or (2) communicated directly or indirectly the Proposal to any competitor or any other person engaged in such line of business during the procurement process for this grant award.
- 10.18 **Force Majeure.** Neither Grantee nor Grantor shall be liable to the other for any delay in, or failure of performance, of any requirement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other as soon as, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.
- 10.19 **Buy Texas.** Grantee shall purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state.
- 10.20 **Electronic and Information Resources Accessibility Standards, As Required by 1**

- 10.4 **Agreement does not Create Debt.** The Agreement shall not be construed as creating any debt on behalf of the State of Texas, and/or Grantor in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6, of the Texas Constitution, all obligations of the State of Texas or Grantor hereunder are subject to the availability of appropriations and authorization to pay by the Texas Legislature.
- 10.5 **Delivery Methods.** Unless specifically provided herein, any required notice to be given by either party to the other party must be affected by personal delivery in writing or by mailing same the registered or certified mail, return receipt requested. All notices shall be addressed to the parties at the address stated in the Agreement unless a change of address has been given in the manner provided for in this section.
- 10.6 **Inspection by Grantor.** During the Term of Agreement, Grantor may inspect Grantee's premises, accounting records, property records, and other records, to monitor Grantee's performance of the work and expenditures of the grant funds. Grantor further has the right to make a visual inspection of any assets purchased or constructed with grant funds.
- 10.7 **Indemnification.** Grantee shall indemnify and hold harmless, to the extent allowed by the laws and Constitution of the State of Texas, Grantor, its executives, officers, agents and employees, from any and all claims, demands, and causes of action arising from or related to Grantee's performance under the Agreement, including reasonable attorney's fees and settlement costs incurred in defending or settling any such claims.
- 10.8 **Grantee Not Employee of Grantor.** Grantee, its employees, contractors, and/or subcontractors shall not present themselves as or be construed as employees or agents of Grantor. Neither Grantee nor its employees have an employer-employee relationship with Grantor.
- 10.9 **Representations and Warranties of Grantee.** Grantee represents and warrants that: it has the full right and authority to enter into the Agreement and to borrow on Grantor the rights and privileges set forth in the Agreement; it has obtained all necessary approvals prior to execution of the Agreement; it is in good standing with the Texas Comptroller of Public Accounts, and in all other jurisdictions in which it is required to be so qualified for performance of the Agreement; and it has paid all necessary fees, and it has obtained all necessary certifications, registrations, approvals and licenses necessary to perform the Agreement.
- 10.10 **Applicable Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue shall lie in the District Courts of Travis County, Texas.
- 10.11 **Dispute Resolution.** The Agreement is subject to the dispute resolution procedures set forth in Chapter 2260 of the Texas Government Code.
- 10.12 **Uniform Grant Management Standards.** The Agreement shall comply in all respects with the Uniform Grant Management Standards (UGMS), Texas Government Code, §783.007. In

TAC Chapter 213.

- a. Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.
- b. If applicable, Grantee shall provide DIR with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration --Buy Accessible Wizard (<http://www.buyaccessible.gov/>). Vendors not listed with the --Buy Accessible Wizard or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria to substantially the same format. Additional information regarding the --Buy Accessible Wizard or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.
- 10.21 **Confidential Information.** If it is necessary for Grantee to include proprietary or otherwise confidential information in its Proposal or other submitted information, Grantee must clearly label that proprietary or confidential information and identify the specific exception to disclosure in the PLA. Merely making a blanket claim the entire Proposal is protected from disclosure because it contains some proprietary information is not acceptable, and shall make the entire Proposal subject to release under the PLA. In order to initiate the process of seeking an Attorney General opinion on the release of proprietary or confidential information, the specific provisions of the Proposal that are considered by Grantee to be proprietary or confidential must be clearly labeled as described below. Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PLA. Subject to the Act, Grantee may protect trade and confidential information from public release.

TEXAS DEPARTMENT OF AGRICULTURE
ATTACHMENT C – APPROVED BUDGET

Attachment D

CERTIFICATIONS AND ASSURANCES

Name of Grantee: County of Winkler

As previously stated in Attachment A, the Grant is based on the number of Eligible Meals served by Grantee. Eligible Meals are calculated by subtracting the meals funded by DADS/AAA from the total number of meals delivered as reported by Grantee in a county between September 1, 2012 and August 31, 2013. The Grant is calculated on the remaining number of meals. For purposes of this Grant, any meals that are not Eligible Meals are classified as Ineligible Meals. If in total or in part of the Grant period that Grantee has received Grant funds based on Ineligible Meals, Grantee will be required to repay Grantee the amount of the excess Grant funds received, on terms and conditions set by Grantee.

COMPLETE THE TABLE BELOW. Please estimate, to the best of your ability, how Texas Feeding Texas: Home Delivered Meal Grant Program funds will be expended for your organization during the grant period.

Application Number	HDM-14-186
Total # Meals Delivered (as reported by Grantee)	23,970
Total # Meals Funded by DADS/AAA (Ineligible)	0,636
Remaining Eligible Meals	10,000
Estimated Grant Amount	\$5,902.49
Expended Grant Funds (Estimated)	\$5,902.49
Personnel	\$5,902.49
Food/Meals	\$
Equipment	\$
Building Occupancy	\$
Transportation	\$
Office Supplies and Services	\$
Other: Please specify exactly	\$
a	\$
b	\$
c	\$
d	\$
Total Grant Amount	\$5,902.49

During the grant year, Grantee must demonstrate that TDA grant funds were used to directly supplement or extend existing meal services to household persons that are elderly and/or have a disability.

By signing, I certify that the information entered on this form is true and correct to the best of my knowledge.

Authorized Official Signature

Date

Bonnie Leck, County Judge

January 18, 2014

TDA – HDM-14-186
Trade & Business Development – Grants Office

County of Winkler
Attachment C – Budget

Page 1 of 4

Attachment D

7. **SUSPECTED CHILD ABUSE** — It will comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Grantee shall also ensure that all program personnel are properly trained and aware of this requirement.
8. **NONDISCRIMINATION** — It will comply with all State and Federal statutes relating to nondiscrimination, including the following:
- The Civil Rights Act of 1964, as amended (42 U.S.C. 2000d *et seq.*)
 - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794)
 - The Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*)
 - The Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*)
9. **DISPLACED PERSONS** — It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition (42 U.S.C. §§ 4601 - 4655) which provides fair and equitable treatment of persons displaced as a result of federal and federally-assisted programs.
10. **POLITICAL ACTIVITY** — It will comply with provisions of federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by federal agreements. (5 U.S.C. § 1501 *et seq.*)
11. **FAIR LABOR STANDARDS ACT** — It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. §§ 201 - 219) and the Intergovernmental Personnel Act of 1970, as applicable.
12. **EPA VIOLATING FACILITIES** — It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed in the Environmental Protection Agency's (EPA's) list of Violating Facilities, and that it will notify TDA of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility is to be used in the project is under consideration for listing by the EPA.
13. **FLOOD INSURANCE** — It will comply with the flood insurance purchase requirements of Section 1023a of the Flood Disaster Protection Act (42 U.S.C. § 4001). This section requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, agreement, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or agreement, or any other form of direct or indirect Federal assistance.
14. **CONSERVATION** — It will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 *et seq.*) related to protecting components or potential components of the national wild and scenic river system.
15. **HISTORIC PRESERVATION** — It will comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593, and the Archaeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 *et seq.*) by (a) consulting with the Texas Historical Commission, as necessary, to identify properties listed or not eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.6) by the activity, and notifying TDA of the existence of any such properties, and by (b) complying with all requirements established by the Texas Historical Commission of TDA to avoid or mitigate adverse effects upon such properties.

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This certification is a material representation of fact upon which the Texas Department of Agriculture (TDA) relies in determining the award of this agreement. If it is later determined that the Grantee knowingly rendered an erroneous certification, TDA, in addition to any other remedies available to the state and federal governments, may take appropriate action.

Grantee must complete this form before they will receive state and/or federal funds. Recipients of state and/or federal funds must fully understand and comply with these requirements. Failure to comply with applicable assurances may result in the withholding of funds, termination of the award, or other sanctions.

The Grantee hereby assures and certifies compliance with all applicable federal and state statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21 (2 CFR Part 220), A-87 (2 CFR Part 225), A-110 (2 CFR Part 218), A-122 (2 CFR Part 230), and A-133, as applicable, Executive Order 12372, and Uniform Agreement Management Standards (UGMS) that govern the application, acceptance and use of funds for this project. Also, by signature hereon, the Grantee assures and certifies that:

1. **LEGAL AUTHORITY** — It possesses legal authority to enter into the agreement, including all understandings and assurances contained therein, and the person identified as the official representative of the Grantee is duly authorized by the Grantee to act in connection with the agreement, to provide such additional information as may be required, to sign and execute the agreement on behalf of the Grantee, and to validly and legally bind the Grantee to all of its terms, performance, and provisions.
2. **CONTRACT/AGREEMENT ADMINISTRATION** — It will maintain an appropriate agreement administration system to ensure that all terms, conditions and specifications of the agreement, including those attached assurances, are met.
3. **RELATIVES** — It will comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member governing body or of the Grantee's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
4. **PUBLIC INFORMATION** — It will ensure that all information collected, assembled or maintained by the Grantee relative to a project assisted by this award will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
5. **OPEN MEETINGS** — If the Grantee is a governmental entity, it will comply with Texas Government Code, Chapter 551, which requires all regular, special or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
6. **CHILD SUPPORT PAYMENTS** — Under Section 231.006, Texas Family Code, relating to child support obligations, the Grantee and any other individual or business entity named in this agreement, contract or application is not ineligible to receive the specified agreement, loan, grant award or payment and acknowledges that this agreement may be terminated and payment withheld if this certification is inaccurate.

16. **ANIMAL WELFARE** — It will comply with the Laboratory Animal Welfare Act of 1966 (Public Law 89-544, as amended, 7 U.S.C. § 2131 *et seq.*) pertaining to the care, handling and treatment of warm blooded animals held for research, teaching, or other activities supported by this award.
17. **HUMAN TEST SUBJECTS** — It will comply with 45 CFR Part 46 regarding the protection of human subjects involved in research, development and related activities supported by this award.
18. **TAXES** — It will comply with all State and Federal tax laws and is solely responsible for filing all required State and Federal tax forms. The Grantee also certifies that it is not delinquent in the payment of any franchise taxes owed the State of Texas.
19. **ELIGIBILITY/FINANCIAL PARTICIPATION** — Under Texas Government Code, Section 2155.004, no person who receives compensation for participating in preparing the specifications or request for proposals on which this agreement is based has any financial interest in this agreement. The Grantee certifies that the individual or business entity named in this agreement, contract or application is not ineligible to receive the specified agreement, loan, grant award or payment and acknowledges that this agreement may be terminated and payment withheld if this certification is inaccurate.
20. **COMPLIANCE WITH REQUIREMENTS** — It will comply, and assure the compliance of all its sub-grantees and contractors, with all applicable requirements imposed by federal and state laws, executive orders, regulations, policies, program requirements and other administrative requirements governing this program.
21. **WORKPLACE GUIDELINES** — It will adopt and implement applicable provisions of the model HIV/AIDS workplace guidelines of the Texas Department of Health, as required by the Texas Health and Safety Code, Sec. 86.093 *et seq.*
22. **CONFLICT OF INTEREST** — It will establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of, being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
23. **LOBBYING** — No funds provided under this agreement has been or will be used to pay any person for influencing, attempting to influence, or communicating with a member of the legislature or executive branches of state government (which includes a member-elect, a candidate for, an officer, an officer-elect, or an employee of the legislature or legislative committee or any state agency, department, or office in the executive branch), a Member of Congress, an officer or employee of Congress or a federal agency, or an employee of a Member of Congress in connection with any legislation, administrative action, the awarding or making of any state or federal contract, agreement, or loan, the entering into of any cooperative agreement, and the extension, renewal, amendment or modification of any state or federal contract, agreement, loan or cooperative agreement.

Also, the Grantee will require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify accordingly.

24. **EXECUTIVE HEAD** — Under Section 669.003, Texas Government Code, the Grantee certifies that no person who, in the last four years, served as an executive of TDA or any other state agency was involved with or has any interest in the grant application or proposal or this agreement. If the Grantee employs or has used the services of a former executive head of TDA or any other state agency, then the Grantee will provide the following information to TDA: name of former executive; name of state agency; date of separation from the state agency; position with the Grantee; and date of employment with the Grantee.
25. **FELONY** — Sections 2155.006 and 2261.053, Texas Government Code, prohibit TDA from awarding a contract to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or

Page 3 of 4

26. DRUG-FREE WORKPLACE — It will maintain a drug-free work environment and comply with applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, title V, § 5155, Nov. 18, 1988, 102 Stat. 4307) and 41 U.S.C. 8101 *et seq.*

The Grantee certifies that the Grantee and its principals are eligible to participate in this agreement and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and the Grantee is in compliance with the State of Texas statutes and rules relating to procurement and that Grantee is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sasp.gov>.

Signature of Authorized Official _____ 01 / 13 / 2014
Date
Bonnie Leck, Winkler County Judge
Printed Name and Title of Authorized Official
Winkler County, Texas
Grantee Organization _____

[illegible]

A motion was made by Commissioner Neal and seconded by Commissioner Stevens to approve Pipeline Construction and Indemnity Contract between Winkler County and Garney Construction together with Hilliard Energy and the Midland County Fresh Water Supply District #1 for road crossing for 18" waterline at County Roads 103, 105 and 207; which motion became an order of the Court upon the following vote:

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

County Road Number 103, 105, 207
Precinct Number 1 & 2

PIPELINE CONSTRUCTION
AND
INDEMNITY CONTRACT

State of Texas
County of Winkler

Comes now Winkler County Commissioners' Court, by and through **The Honorable Bonnie Leck**, County Judge, and **Garney Construction together with Hilliard Energy and the Midland County Fresh Water Supply District #1**, Applicant, which makes this a contract governing the installation of a 18" water pipeline, and in support of same, the parties make the following agreements and covenants:

1. The parties to this Agreement are **Winkler County, Texas and Garney Construction together with Hilliard Energy and the Midland County Fresh Water Supply District #1**. Winkler County agrees to grant Garney Construction, et al. at their expense, the right to construct road crossing for 18" pipeline at County Roads 103, 105 and 207:
CR 103 – 31.941468, -103.205348
CR 105 – 31.873820, -103.158276
CR 207 – 31.831681, -103.127511

2. CONDITIONS

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

- a. Applicant shall comply with all requirements of the Texas Underground Facility Damage and Safety Act, Section 251, et seq. Texas Utilities Code, and assumes all risks and liabilities pursuant to that Section.
- b. Applicant shall bury said pipeline to a depth consistent with the Odessa District of the Texas Department of Transportation requirements from easement to easement.
- c. Applicant shall install and maintain suitable buried markers indicating the location of Applicant's Facility in the crossing area.
- d. Applicant shall carry out all work in the crossing area in a proper and diligent manner and in accordance with good engineering and construction practices.
- e. Applicant shall notify Winkler County 48 hours prior to the commencement of any ground disturbance within 30 feet of Winkler County's easement to enable a field representative to locate and identify the limits of Winkler County's road easements.
- f. During its operations pursuant to the Agreement, Applicant shall have available at the crossing area a copy of this Agreement approved by Winkler County Commissioners' Court.
- g. Applicant shall ensure that the work is carried out in accordance with the technical details that are set out in its request for permission that have been accepted by Winkler County and in accordance with the Location Plan and Profile.
- h. The Applicant shall inform its contractors of their responsibilities regarding any construction or installation of a facility subject to this Agreement.
- i. When necessary to protect the public, the Applicant shall fence or barricade the area around the excavation and shall erect such warning signs as required.
- j. Applicant shall ensure that the weight of any equipment crossing over Winkler County roads will not cause any damage to said roads. Applicant shall, if requested by Winkler County field representative, ramp the crossing area during any such crossing of equipment.
- k. Applicant shall physically support Winkler County bridges, culvert crossings and road easements as required, or as directed by Winkler County, while any work is being carried out hereunder.
- l. Applicant shall cover any Winkler County road or easement damage with such quantity and quality of backfill material as is specified by Winkler County field representative prior to the Applicant commencing backfilling operations.

County Road Number 103, 105, 207

Precinct Number 1 & 2

- m. Applicant shall, as soon as it is reasonably practical after the completion of Applicant's work in the crossing area, restore the surface of the crossing of the area as closely as is practical to the condition in which it existed immediately prior to the work being commenced.
- n. In the case of damage to Applicant's Facility in the crossing area or other emergency, Applicant shall commence the necessary work and shall forthwith give to Winkler County's field representative verbal notice of such damage or other emergency and of the necessary work to be conducted, and shall forthwith give written notice to Winkler County.
- o. The whole of the cost of the work with respect to Applicant's facility in the crossing area shall be borne by Applicant.
- p. Applicant shall be liable for and shall pay all taxes, rates and assessments of every description whatsoever that may be imposed by any lawful authority by reason of the presence of Applicant's facility in the crossing area, or by reason of this Agreement or of anything done by Applicant pursuant to this Agreement. Applicant shall indemnify Winkler County from and against all such taxes, rates and assessments.
- q. The costs associated with the location and identification of Garney Construction, et al.'s pipelines or the supervision or monitoring of work in the crossing area shall not be charged to the Applicant for short term work. However, if Applicant's work extends past three (3) working days, these extended costs, including the first three (3) days, will be charged to the Applicant.
- r. Applicant shall, except in cases of emergency, provide three (3) working days' notice to Winkler County prior to commencement of construction or installation of the facility.

3. REMEDY ON DEFAULT

In the case of default by Applicant in carrying out any of the provisions of this Agreement, Winkler County may give notice thereof to Applicant. If Applicant fails to commence to remedy such default with fifteen (15) days after receipt of such notice and diligently complete such remedy thereafter, Winkler County may take such steps as are appropriate to remedy such default and Applicant shall be liable for and shall pay all reasonable costs and expenses incurred by Winkler County in remedying the default.

Without restricting or limiting any other remedy which Winkler County may have against Applicant at law or in equity or pursuant to the terms of this Agreement, in the event the Applicant fails to comply with the terms of this Agreement, the Applicant shall pay to Winkler County forthwith upon demand the sum of Two Thousand Five Hundred and no/100 Dollars (\$2,500.00) as liquidated damages for breach of the aforesaid covenant, it being agreed between Applicant and Winkler County in the event of such breach are impractical to ascertain and that the aforesaid amount is a reasonable estimate thereof.

4. FURTHER WORK

- a. If, subsequent to the initial work to be undertaken by Applicant for its facility, either Winkler County or Applicant desires to undertake any work in the crossing area, this Agreement shall be deemed to grant consent to that party, and the provisions of this Agreement shall apply *mutatis mutandis* to all subsequent work undertaken by either party.
- b. Notwithstanding the foregoing, installation of any facility other than those covered by this Agreement, shall require a separate crossing agreement.
- c. Notwithstanding the foregoing, if emergency work is required by either party, that party shall commence the necessary work and shall forthwith give the other party's field representative verbal notice of the emergency and necessary work, and shall forthwith give written notice hereof.

County Road Number 103, 105, 207
Precinct Number 1 & 2

5. LIABILITY AND INDEMNITY

Applicant shall

- a. be liable to Winkler County for all loss, damages and expenses which Winkler County may suffer, sustain, pay or incur by reason of any matter or thing arising out of or attributable to any act or omission of Applicant, its servants, agents, contractors or employees in respect of Applicant's use of the crossing area or by reason of this Agreement, and in addition,
- b. indemnify Winkler County against all actions, proceedings, claims, demands and costs which may be brought against or suffered by Winkler County or which it may sustain, pay or incur by reason of any matter or thing arising out of or attributable to any act or omission of Applicant, its servants, agents, contractors or employees in respect of Applicant's construction, use and maintenance of the crossing area or by reason of this Agreement.

6. ASSIGNMENT

Neither party shall assign or transfer this Agreement or the rights and privileges hereby granted without the written consent of the other party first had and obtained and such consent shall not be unreasonably withheld. Together with any request for such consent, the Assignor shall provide the other party with the Assignee's written confirmation that the Assignee is familiar with the terms of this Agreement and agrees to be bound by the terms of this Agreement.

7. Winkler County does not presume to permit the placement of said line on private land or State highway, and its permission granted hereunder only extends to that portion of said line which travels within the easement of the County Road in Exhibit A.
8. Garney Construction, et al. hereby certifies that they hold superior title to either the mineral or fee simple estate in the properties across which said pipeline shall travel, or are beneficiaries of contract with the property owners entitling the Applicant to construct and place said line. Upon request, the Applicant will provide proof of such contractual agreement or other legal right to place the pipeline upon ground adjacent to the County right of way.
9. Garney Construction, et al. hereby agrees to indemnify and save harmless Winkler County, from any liability or damages the County may suffer as the result of the construction, use, maintenance, placement or failure of the pipeline which is the claims, demands, costs or judgments against the County arising out of subject of this Agreement. The indemnity herein provided shall extend from the date of this Agreement until such date as the line is removed and the site is inspected and approved by the County after said removal.
10. If the County, in the enforcement of any part of this Agreement, shall incur necessary expenses, or become obligated to pay attorneys' fees or court costs, Garney Construction, et al. agrees to reimburse the County for such expenses, attorneys' fees, or costs within sixty (60) days after receiving written notice from the County of the incurring of such expenses, attorneys' fees, costs or obligations.
11. Should Garney Construction, et al. fail to pay the County within the sixty (60) day period referred to in the foregoing paragraph, Garney Construction, et al. agrees to pay interest at the rate of eighteen (18) percent per annum or the maximum legal rate permitted by law on the necessary expenses or costs incurred by the County in the enforcement of this contract or on any sums. Garney Construction, et al. is obliged to pay with respect to the matter to which indemnity is given by this contract, from the date such expenses or costs are incurred, or such sums are paid by the County.
12. The parties agree that the venue for any cause of action filed to enforce or involve the subject matter of this contract shall be in Winkler County, Texas.

County Road Number 103, 105, 207
Precinct Number 1 & 2

Entry into this contract by the County was authorized by official act of the Winkler County Commissioners' Court taken during a meeting which occurred on the 13th day of January, 2014, the minutes of which duly reflect the same.

SIGNED AND ENTERED INTO on this the 13th day of January, 2014.

WINKLER COUNTY

By _____
Bonnie Leek
Winkler County Judge

Garney Construction

By _____
Printed Name John Sedbrook
Title _____
Address 4111 North FM 1788
Midland, TX 79707
Telephone 720.407.8160
Cellular Telephone _____
Fax 720.407.8158



A motion was made by Commissioner Thompson and seconded by Commissioner Neal to approve disbursement of funds in the amount of \$1,000.00 to Upper Pecos Soil and Water Conservation District No. 213; which motion became an order of the Court upon the following vote:

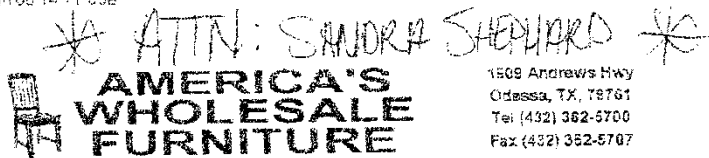
Ayes: Commissioners Stevens, Neal and Thompson
Noes: Commissioner Wolf

A motion was made by Commissioner Wolf and seconded by Commissioner Thompson to approve purchase of furniture for Winkler County Emergency Medical Service station in the amount of \$5,593.00 from budgeted funds; which motion became an order of the Court upon the following vote:

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

Jan 08 14 11:00a

97



1508 Andrews Hwy
Odessa, TX, 79761
Tel (432) 362-5700
Fax (432) 362-5707

INVOICE
Order No: 50574
Order Date: 1/8/2014
Sold By: Brandon

SOLD TO: WINKLER EMS 1310 BELLAIRE BRANDY KERMIT, TX 79745 Phone: (432) 943-3018	SHIPPED TO: WINKLER EMS 1310 BELLAIRE BRANDY KERMIT, TX 79745 Phone: (432) 943-3018
---	---

Qty	Ord	Description	Price	Extended
3		VIP RUSTIC WB-1 Lamp Table Rustic Metal With Brown Shade	\$90.00	\$270.00
3		VIP MATTRESS GEL Foundation Full 54 X 74	\$76.00	\$228.00
3		VIP MATTRESS 3400 Mattress Full DELUXE Pillow Top	\$623.00	\$1,869.00
3		Mantua MFG Co L-190 Frame Twin/Full Hollywood	\$44.00	\$132.00
3		PERDUE 35242 Nightstand 2-Drawer Two Tone 24"x18"x24.5"H	\$126.00	\$378.00
3		PERDUE 35030 Bed Full/Queen Headboard Panel Two Tone	\$138.00	\$414.00
1		Artisan IFD966CONS-B CONSOLE Black 71" X 15.5" X 42 1/4"	\$578.00	\$578.00
2		Southern Motion, Inc 584-31 Sofa Motion Manhattan Slate	\$862.00	\$1,724.00
PLEASE ALLOW APPROX 6 WEEKS				

TAX EXPMT 1/8/14 Pls order SoMo & Console-lamps off floor, Perdue instk, & matts in whse. Kw

<p>PLEASE ALLOW 7-10 BUSINESS DAYS FOR US TO RECEIVE GOODS. Availability of merchandise is estimated according to information on hand at the time orders are written. Seller shall not be responsible for delays in delivery of merchandise occasioned by manufacturer's scheduling, stock on hand, availability of materials, transportation difficulty or any other cause beyond the control of the seller. SPECIAL ORDERS LAYAWAYS ARE NOT SUBJECT TO EXCHANGE, REFUND, OR CANCELLATION.</p> <p>ALL SALES ARE FINAL • NO REFUNDS • ASSEMBLY REQUIRED</p> <p>All exchanges and cancellations are subject to seller approval. A restocking fee of 15% of the purchase price will be assessed on seller approved returns, exchanges or cancellations. 7/16 3:00 NOT DELIVERED. Buyer assumes all risks associated with transportation of merchandise. Buyer agrees to make phone downcalls and stairways before ordering, as seller is not responsible for merchandise purchased that is too large to fit. Seller makes no warranty beyond any written description contained on this order. Such disclaimer does not affect manufacturer warranty, if any. Seller will assist the buyer in the exercise of all factory warranties. There will be a \$30 per day storage fee incurred on merchandise not picked up within 30 days. Showroom floor purchases are AS IS and not subject to exchange or refund.</p>		<p>SUBTOTAL: \$5,593.00</p> <p>DELIVERY: \$0.00</p> <p>TAX: \$0.00</p> <p>INVOICE TOTAL: \$5,593.00</p>
BUYER AUTHORIZES ABOVE ORDER	MERCHANDISE RECEIVED IN GOOD CONDITION	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	


A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve purchase of 72" Kubota side discharge mower with fiberglass canopy kit in the approximate amount of \$20,000.00 from budgeted capital expenditure funds and \$594.80 from budgeted Area I Park maintenance funds; which motion became an order of the Court upon the following vote:

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

98.22.38.161

F3080 WEB QUOTE #184759
Date: 1/6/2014 11:54:24 AM

— Standard Features —



F Series F3080
EQUIPMENT IN STANDARD MACHINE
DIESEL ENGINE
Model # D1305
3 Cyl., 77.0 cu in
^ 30 Gross Eng. HP
@ 3000 Eng. rpm
CARB Certified
Alternator — 40 Amps
Hand Throttle
Dual Element Air Cleaner
OPERATING FEATURES
Tilt Steering Wheel
Power Steering
Deluxe Adj. Suspension Seat
w/4
Controls
Auto-Assist 4WD
(Forward/Reverse)
Full-Time 4WD
HYDRAULICS
Open Center — Gear Type
2 Point Hitch Lift
Cap at Lift Point — 573 lbs
8.6 gpm Hyd. Pump Cap
6 gpm remote outlet
^ Manufacturer Estimate
HYD. INDEPENDENT PTO
Hyd. Multi- Disc
Single Speed PTO
2545 rpm @ 3000 Engine rpm
SELECTED TIRES
AR8641 & AF8396A TURF TIRES
FRONT - 24x12.00-12 R3 Maxxis Pro Tech
REAR - 18x9.50-8 R3 Kenda Super Turf K500

TRANSMISSION
Dual- Acting Overrunning Clutch
Hydrostatic Drive
Forward Speed — 0-12.5 mph
Reverse Speed — 0-6.8 mph
Front Differential Lock
FLUID CAPACITY
Fuel Tank 16.1 gal
Cooling System 5.5 qts
Engine Oil 5.4 qts
Transmission and
Hydraulics 14.8 qts
SAFETY EQUIPMENT
2 Post Foldable ROPS
w/Retractable
Seat Belt
Safety Start Switch
Operator Presence Control
Parking Brake
Overheat Alarm Buzzer
INSTRUMENTS
Hour Meter
Electric Fuel Gauge
Temperature Gauge
Easy Checker™
Oil Light
Charge Light
Glow Plug Light

— Custom Options —

F3080 Base Price: \$20,189.00
(1) 72" SIDE DISCHARGE MOWER \$4,170.00
ROCK72P-F36-72" SIDE DISCHARGE MOWER
(1) DELUXE FIBERGLASS CANOPY KIT \$322.00
E1129-DELUXE FIBERGLASS CANOPY KIT
Suggested List Price w/ Options: \$24,681.00

20% off LIST (4936.20)
FREIGHT & SETUP 500.00
DELIVERY 350.00
\$ 20,594.80

This is very close approx
price. Can't get definite
until I email to
Kubota National Accts.

Dany Malcher
TERRY C. TARTER
CANOPY GONNA TO BE FIBERGLASS
AS QUOTE ONLY WILL BE METAL.

*Taxes, shipping & handling, surcharges, assembly charges, destination, freight and/or delivery charges are not included.
This MSRP configuration program is for informational purposes only. In all instances, the user of this program must consult with an authorized Kubota Dealer for
complete purchase, warranty and safety information. Special pricing and promotions may be available on certain models. See your Kubota Dealer for details and
individuals Dealer product pricing. All prices are shown in U.S. Dollars. Quotes are for products sold in the United States only.

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ATTN DOMINGO
432-586-6925

A motion was made by Commissioner Wolf and seconded by Commissioner Stevens to approve payment in the amount of \$46,125.00 for 2014 Ford F450 pickup VIN 1FT8W4DT3EEB19717 for Area II Road and Bridge from budgeted capital expenditure funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Wolf and seconded by Commissioner Stevens to approve payment in the amount of \$20,480.00 for 2014 Ford F150 pickup VIN 1FTNF1CF0EKD33501 for Area II Parks from budgeted capital expenditure funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Wolf and seconded by Commissioner Stevens to approve payment in the amount of \$10,850.00 for 26" Scrubber for Wink Expo Building from budgeted capital expenditure funds; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve payment in the amount of \$50.00 to State Farm Fire and Casualty Company for surety bond for Cindy Salinas, Clerk for Justice of the Peace, Precinct No. 1 for the term of January 06, 2014 through January 05, 2016 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 Stevens to approve payment in the amount of \$111,908.00 to Prognosis Health Information Systems for ChartAccess software license and implementation from hospital software committed funds; which motion became an order of the Court upon the following vote:

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

Following discussion regarding advertising for bids for Phase V construction improvement to County Park in Kermit, a motion was made by Commissioner Neal and seconded by Commissioner Thompson to table authorizing the County Auditor to advertise for bids for Phase V construction improvement to County Park in Kermit consisting of electrical, demolition and dirt work; 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 Fourth Quarter Report of Winkler County Safety Committee; 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, 2013

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, 2013, there were two (2) county incidents reported. The following incidents were added to the Winkler County Accident Log during the first quarter.

Filed With Workers Comp Insurance	Injury	Medical Treatment	Lost Time
Winkler County Memorial Hospital			
Yes	Leg – Left, Strain	WCMH Emer. Room	2 days
Yes	Index finger – Left – Needlestick	WCMH Emer. Room	None

Safety training given for the first quarter from October 1 to December 31, 2013:

Training presentation given:

None

TEXAS ASSOCIATION OF COUNTIES RISK
MANAGEMENT POOL - 31989

Texas Association of Counties Risk Mgmt. Pool

Worker's Compensation Loss Run

Claim Number Prior Claim Number Claimant Name Description	Status Date of Loss Last Closed	Location Occupation Subrogation	Nature Anatomy Cause	INDEMNITY		MEDICAL		EXPENSE		LEGAL		TOTAL		Subrogation Recovery Net Incur'd Risk/F.
				Incur'd	Paid	Incur'd	Paid	Incur'd	Paid	Incur'd	Paid	Incur'd	Paid	

Date of Loss: 2013

Status: Closed

4572945

0.00

WINKLER COUNTY														
TACP-13-00946	Closed	MEMORIAL HOSPITAL	Occupational Disease	0.00		0.00		0.00		0.00		0.00		0.00
██████████	7/9/2013	ADMINISTRATION												
		PHYSICIAN, MED. LAB,		0.00		0.00		0.00		0.00		0.00		0.00

RTED BLOOD IN														
FACE	7/24/2013	No	Misc Causes Absorption, Ingestion or Inhalation NOC	0.00		0.00		0.00		0.00		0.00		0.00
Totals for Closed - 1 Claims				0.00		0.00		0.00		0.00		0.00		0.00

Status: Open														
4573327				0.00		0.00		0.00		0.00		0.00		0.00

WINKLER COUNTY														
TACP-13-01343	Open	MEMORIAL HOSPITAL	Strain	14,545.76	20,000.00			1,017.50		0.00		35,563.26		0.00
██████████	10/4/2013	NURSING		7,650.00	9,766.58			0.00		0.00		17,416.58		35,563.26
NG PT BACK TO BED.		No	Misc Causes NOC	6,895.76	10,233.42			1,017.50		0.00		18,146.68		0.00



TEXAS ASSOCIATION OF COUNTIES RISK
MANAGEMENT POOL - 31989

Texas Association of Counties Risk Mgmt. Pool

Claim Number	Prior Claim Number	Claimant Name	Description	Status	Location	Date of Loss	Occupation	Subrogation	Last Closed	Nature	Anatomy/Cause	INDEMNITY		MEDICAL		EXPENSE		LEGAL		TOTAL		Subrogation Recovery	Net Incurred Risk Fl
												Incurred	Paid	Incurred	Paid	Incurred	Paid	Incurred	Paid	Incurred	Paid		

Date of Loss: 2013

Status: Closed

4572124

WINKLER COUNTY															
TACP-13-00083		Closed	EMERGENCY	Burn or Scald	0.00	1,305.71	8.20		0.00	1,313.91			0.00		
LAW ENFORCEMENT & AM					0.00	1,305.71	8.20		0.00	1,313.91			1,313.91		
1/9/2013															
RRECT. ROLLED OVER		3/20/2013	No	Motor Vehicle NOC	0.00	0.00	0.00		0.00	0.00			0.00		0.00
4572362													0.00		
WINKLER COUNTY															
TACP-13-00343		Closed	JAIL	Occupational Disease	0.00	283.05	0.00		0.00	283.05			0.00		
LAW ENFORCEMENT & AM					0.00	283.05	0.00		0.00	283.05			283.05		
1/24/2013															
Misc Causes															
AFTER ALTERCATION.		3/6/2013	No	Aborption, Ingestion or Inhalation NOC	0.00	0.00	0.00		0.00	0.00			0.00		0.00
4572223															
TACP-13-00187		Closed		Foreign Body	0.00	479.62	0.00		0.00	479.62			0.00		0.00
HOSPITAL ALL OTHERS					0.00	479.62	0.00		0.00	479.62			479.62		
1/27/2013				Striking Against or											



TEXAS ASSOCIATION OF COUNTIES RISK
MANAGEMENT POOL - 31989

Texas Association of Counties Risk Mgmt. Pool

Claim Number Prior Claim Number Claimant Name Description	Status Date of Loss Last Closed	Location Occupation Subrogation	Nature Anatomy Cause	INDEMNITY		MEDICAL		EXPENSE		LEGAL		TOTAL		Subrogation Recovery Net Incurred Risk Ft.
				Incurred	Paid	Incurred	Paid	Incurred	Paid	Incurred	Paid	Incurred	Paid	
D SOME OUT, BUT SO 4572330	3/18/2013	No	Stepping On Stepping on Sharp Object	0.00		0.00		0.00		0.00		0.00		0.00
WINKLER COUNTY														
TACP-13-00304	Closed	PUBLIC WORKS PARKS	Fall, Slip or Trip	0.00		226.39		0.00		0.00		226.39		0.00
██████████	2/6/2013	PARKS & RECREATION		0.00		226.39		0.00		0.00		226.39		226.39
IGHLY DEEP WOUND. 4572742	4/10/2013	No	Struck or Injured By Moving Parts of Machine	0.00		0.00		0.00		0.00		0.00		0.00
WINKLER COUNTY														
TACP-13-00738	Closed	JAIL LAW ENFORCEMENT	Fall, Slip or Trip	0.00		63.39		0.00		0.00		63.39		0.00
██████████	4/10/2013	& AM		0.00		63.39		0.00		0.00		63.39		63.39
THE WAY TO ELBOW. 4572724	6/4/2013	No	Misc Causes Person In Act of a Crime	0.00		0.00		0.00		0.00		0.00		0.00
TACP-13-00718	Closed		Fall, Slip or Trip	0.00		127.66		0.00		0.00		127.66		0.00
██████████	5/9/2013			0.00		127.66		0.00		0.00		127.66		127.66
ELF IN RIGHT THUMB 4572743	6/13/2013	No	Cut, Puncture, Scrape By Object Being Lifted or Handled	0.00		0.00		0.00		0.00		0.00		0.00



TEXAS ASSOCIATION OF COUNTIES RISK
MANAGEMENT POOL - 31989

Texas Association of Counties Risk Mgmt. Pool

Claim Number Prior Claim Number Claimant Name Description	Status Date of Loss Last Closed	Location Occupation Subrogation	Nature Anatomy Cause	INDEMNITY		MEDICAL		EXPENSE		LEGAL		TOTAL		Subrogation Recovery Not Incurred Risk F
				Incurred	Paid	Incurred	Paid	Incurred	Paid	Incurred	Paid	Incurred	Paid	
TACP-13-00739	Closed	WINKLER COUNTY JAIL	Strain	0.00		0.00		0.00		0.00		0.00		0.00
AT WORK ON MONDAY 4572744	5/11/2013	LAW ENFORCEMENT & AM		0.00		0.00		0.00		0.00		0.00		0.00
	7/7/2013	No	Strain or Injury By Holding or Carrying	0.00		0.00		0.00		0.00		0.00		0.00
TACP-13-00740	Closed	WINKLER COUNTY PUBLIC WORKS ROAD & BRIDGE ROAD EMPLOYEES- PAVIN	No Physical Injury	0.00		479.47		0.00		0.00		479.47		0.00
TO ER FOR CHECK UP 4572749	5/13/2013		Motor Vehicle Collision With a Fixed Object	0.00		479.47		0.00		0.00		479.47		479.47
	6/12/2013	No		0.00		0.00		0.00		0.00		0.00		0.00
TACP-13-00745	Closed		Strain	0.00		0.00		0.00		0.00		0.00		0.00
GHT HIP IN A BIND. 4572819	5/18/2013	HOSPITAL PROFESSIONNA		0.00		0.00		0.00		0.00		0.00		0.00
	5/29/2013	No	Strain or Injury By Lifting	0.00		0.00		0.00		0.00		0.00		0.00
TACP-13-00815	Closed	WINKLER COUNTY DISTRICT/COUNTY CLERK	Burn or Scald	0.00		0.00		0.00		0.00		0.00		0.00
	6/4/2013	CLERICAL		0.00		0.00		0.00		0.00		0.00		0.00



TEXAS ASSOCIATION OF COUNTIES RISK
MANAGEMENT POOL - 31989

Texas Association of Counties Risk Mgmt. Pool

Claim Number Prior Claim Number Claimant Name Description	Status Date of Loss Last Closed	Location Occupation Subrogation	Nature Anatomy Cause	INDEMNITY		MEDICAL		EXPENSE		LEGAL		TOTAL		Subrogation Recovery Not Incurred Risk Ff
				Incurred	Paid	Incurred	Paid	Incurred	Paid	Incurred	Paid	Incurred	Paid	
MEDICAL ATTENTION 4572854	6/7/2013	No	Liquid or Grease Spills	0.00		0.00		0.00		0.00		0.00		0.00
WINKLER COUNTY														
TACP-13-00850	Closed	JAIL	Strain	0.00		252.84		0.00		0.00		252.84		0.00
		LAW ENFORCEMENT		0.00		252.84		0.00		0.00		252.84		252.84
		& AM		0.00						0.00				
LEFT SIDE OF FACE	8/29/2013	No	Misc Causes Person in Act of a Crime	0.00		0.00		0.00		0.00		0.00		0.00
4572925														0.00
WINKLER COUNTY														
TACP-13-00925	Closed	JAIL	Strain	0.00		74.00		0.00		0.00		74.00		0.00
		LAW ENFORCEMENT		0.00		74.00		0.00		0.00		74.00		74.00
		& AM		0.00										
		6/14/2013												
P PAIN AT THE ARCH	8/2/2013	No	Strain or Injury By Repetitive Motion	0.00		0.00		0.00		0.00		0.00		0.00
4573021														0.00
WINKLER COUNTY														
TACP-13-01025	Closed	PUBLIC WORKS	Fall, Slip or Trip	0.00		0.00		0.00		0.00		0.00		0.00
		CLERICAL		0.00		0.00		0.00		0.00		0.00		0.00
		7/23/2013												
M OF BEES	8/7/2013	No	Struck or Injured By Animal or Insect	0.00		0.00		0.00		0.00		0.00		0.00
ATTACKED														
Totals for Closed - 13 Claims				0.00		3,292.13		8.20		0.00		3,300.33		0.00
				0.00		3,292.13		8.20		0.00		3,300.33		3,300.33
				0.00		0.00		0.00		0.00		0.00		0.00



TEXAS ASSOCIATION OF COUNTIES RISK
MANAGEMENT POOL - 31989

Texas Association of Counties Risk Mgmt. Pool

Worker's Compensation Loss Run

Claim Number	Prior Claim Number	Status	Location	Nature	INDEMNITY	MEDICAL	EXPENSE	LEGAL	TOTAL	Subrogation
Claimant Name	Date of Loss	Occupation	Anatomy	Incurred	Incurred	Incurred	Incurred	Incurred	Incurred	Recovery
Description	Last Closed	Subrogation	Cause	Paid	Paid	Paid	Paid	Paid	Paid	Net Incurred
Totals for Open - 1 Claims										
				14,545.76	20,000.00	1,017.50	0.00	35,563.26	0.00	
				7,650.00	9,766.58	0.00	0.00	17,416.58	35,563.26	
				6,895.76	10,233.42	1,017.50	0.00	18,146.68	0.00	
Totals for 2013 - 2 Claims										
				14,545.76	20,000.00	1,017.50	0.00	35,563.26	0.00	
				7,650.00	9,766.58	0.00	0.00	17,416.58	35,563.26	
				6,895.76	10,233.42	1,017.50	0.00	18,146.68	0.00	
Grand Totals - 338 Claims										
				319,449.41	614,619.01	4,822.90	8,905.48	947,796.80	0.00	
				312,553.65	604,385.59	3,805.40	8,905.48	929,650.12	947,796.80	
				6,895.76	10,233.42	1,017.50	0.00	18,146.68	0.00	

Report Definition

Description: Loss Run

Filters: No Filters

Groups: Date of Loss Annually with page break then Status

Sorts: Loss Date R 3 C 2

Options: Valuation Date is Last day of last month



TEXAS ASSOCIATION OF COUNTIES RISK
MANAGEMENT POOL - 31989

Texas Association of Counties Risk Mgmt. Pool

Claim Number	Prior Claim Number	Status	Location	Nature	INDEMNITY	MEDICAL	EXPENSE	LEGAL	TOTAL	Subrogation
Claimant Name	Date of Loss	Occupation	Subrogation	Anatomy	Incurred	Incurred	Incurred	Incurred	Incurred	Recovery
Description	Last Closed			Cause	Paid	Paid	Paid	Paid	Paid	Net Incurred
Status: Open										
4573541		Open		Fall, Slip or Trip	0.00	600.00	0.00	0.00	600.00	0.00
TACP-13-01563			NURSING HOME							
	11/3/2013		EMPLOYEE		0.00	0.00	0.00	0.00	0.00	600.00
H BUTTERFLY NEEDLE		No		Cut, Puncture, Scrape By Object Being Lifted or Handled	0.00	600.00	0.00	0.00	600.00	0.00
Totals for Open - 1 Claims										
					0.00	600.00	0.00	0.00	600.00	0.00
					0.00	0.00	0.00	0.00	0.00	600.00
					0.00	600.00	0.00	0.00	600.00	0.00
Status: Reopened										
4572122			WINKLER COUNTY							0.00
TACP-13-00081		Reopened	EMERGENCY	Burn or Scald	30,488.00	22,536.79	1,000.00	0.00	54,024.79	0.00
			LAW ENFORCEMENT & AM							
	1/9/2013				17,178.00	6,919.65	0.00	0.00	24,097.65	54,024.79
TING: Hip and neck	3/25/2013	No		Motor Vehicle NOC	13,310.00	15,617.14	1,000.00	0.00	29,927.14	0.00
Totals for Reopened - 1 Claims										
					30,488.00	22,536.79	1,000.00	0.00	54,024.79	0.00
					17,178.00	6,919.65	0.00	0.00	24,097.65	54,024.79
					13,310.00	15,617.14	1,000.00	0.00	29,927.14	0.00
Totals for 2013 - 15 Claims										
										0.00



TEXAS ASSOCIATION OF COUNTIES RISK
MANAGEMENT POOL - 31989

Texas Association of Counties Risk Mgmt. Pool

Claim Number Prior Claim Number Claimant Name Description	Status Date of Loss Last Closed	Location Occupation Subrogation	Nature Anatomy Cause	INDEMNITY		MEDICAL		EXPENSE		LEGAL		TOTAL		Subrogation Recovery Net Inured Risk P.
				Inured Paid	Outstanding	Inured Paid	Outstanding	Inured Paid	Outstanding	Inured Paid	Outstanding	Inured Paid	Outstanding	
				30,488.00	26,428.92			1,008.20		0.00		57,925.12		0.00
				17,178.00	10,211.78			8.20		0.00		27,397.98		57,925.12
				13,310.00	16,217.14			1,000.00		0.00		30,527.14		0.00
Grand Totals - 598 Claims														
				988,306.31	785,234.81			26,815.92		39,985.96		1,840,343.00		0.00
				974,996.31	745,243.15			24,826.17		39,985.96		1,785,051.59		1,829,772.08
				13,310.00	39,991.66			1,989.75		0.00		55,291.41		0.00

Report Definition

Description: Loss Run

Filters: No Filters

Groups: Date of Loss Annually with page break then Status

Sorts: Loss Date R 3 C 2

Options: Valuation Date is Last day of last month



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

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 adjustment(s) or budget amendment(s) for the Court to consider at this time.

A motion was made by Commissioner Neal and seconded by Commissioner Stevens to receive the following Monthly Reports from County Officials of fees earned and collected for the month of December, 2013;

MONTHLY REPORTS

For the Month of		December 2013	
		Date	Amount
Steve Taliaferro, Co Attorney Fee	\$100.00 1-6-14	Hot Check 1-6-14	Received \$30.00
Bonnie Leck, County Judge		1-2-14	\$66.00
Patti Franks, Tax Assessor			
Shethelia Reed, County Clerk		1-2-14	\$19,347.50
Glenda Mixon, JP Precinct #2		12-30-13	\$337.00
Sherry Terry, District Clerk		1-7-13	\$2409.56
DeLynn Trammell, JP Precinct #1		12-31-13	\$3560.15
George Keely, Sheriff		1-6-14	\$1518.00
Eric DeAnda, Probation			
Billy Stevens, Commissioner Precinct #1			
Robbie Wolf, Commissioner Precinct #2			
Randy Neal, Commissioner Precinct #3			
Billy Ray Thompson, Commissioner Precinct #4			
Jeanna Willhelm, Auditor Investment			
Eulonda Everest, Treasurer		1-6-14	\$2915,521.45
Lee Wilson, Constable Pct # 2			
Richard Crow, Constable Pct #1			

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

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

A motion was made by Commissioner Neal and seconded by Commissioner Stevens 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