

THE STATE OF TEXAS)
 :
 COUNTY OF WINKLER)

On this the 12th day of October, 2015, the Commissioners' Court of Winkler County, Texas, met in Regular Term of Court at the Courthouse in Kermit, Texas, with the following members present, to-wit:

Charles M. Wolf	County Judge
Billy Stevens	Commissioner, Precinct No. 1
Robbie Wolf	Commissioner, Precinct No. 2
Randy Neal	Commissioner, Precinct No. 3
Billy Ray Thompson	Commissioner, Precinct No. 4
Shethelia Reed	County Clerk and Ex-Officio Clerk of Commissioners' Court

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

At 9:00 o'clock A.M. Judge Wolf called the meeting to order and asked for matters of business from the audience.

Judge Wolf asked at this time if any Commissioner wanted Consent Agenda item(s) moved to Discussion Agenda.

CONSENT AGENDA:

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

- (a) Park project claims
- (b) Hospital software project claims
- (c) Rural Health Clinic construction claims
- (d) Payroll
- (e) Bills over \$500.00
- (f) Claims against County
- (g) Payment of nine (9) invoices from HollyFrontier Refining & Marketing LLC for emulsion in the amount of \$83,990.98 for County road paving projects from budgeted lateral road funds
- (h) Trade-in of 2001 Mack RD688S 3788 VIN 1M2P267C01M060457 dump truck to Bruckner Truck Sales, Inc. in the amount of \$12,500.00

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

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

A motion was made by Commissioner Wolf and seconded by Commissioner Stevens to approve request of Manny Negrón on behalf of the American Cancer Society to use the County Park Pavilion and Community Center in Wink on Friday, April 22, 2016 for Relay for Life from 6:00 o'clock P.M. to 12:00 Midnight; which motion became an order of the Court upon the following vote:

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



To which it may concern,

We are requesting the use of the County Park in Wink for our annual Relay For Life of Winkal County event on April 22, 2016. Below are the following items that we will need in order to make this event possible:

- Access to restrooms
- Lights
- Access to Electrical outlets
- Access to the Pavilion
- Access to Community Center in Wink for the Summer months/season

We are looking to build a long time partnership with the City of Wink and Winkal County. I am requesting access to the county park in Wink, including the Baseball field, beginning with the 2016 event and moving forward.

I appreciate your willingness to help us with our event. Your support is helping us in our efforts to finish the fight against cancer. If there is anything you need from us please let me know by contacting me at 915-816-8444 or manynegron@acs.org.

Manny Negrón
 Community Manager, Relay For Life

A motion was made by Commissioner Thompson and seconded by Commissioner Neal to approve request of Kermit Chamber of Commerce to use Community Center in Kermit on Tuesday, November 17, 2015 for turkey bingo from 6:00 o'clock P.M. to 10:00 o'clock P.M.; 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 Knights of Columbus to sponsor a benefit softball tournament for Arely Payen at Vest Park ball field on Saturday, October 24, 2015 and Sunday, October 25, 2015; which motion became an order of the Court upon the following vote:

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

KNIGHTS OF COLUMBUS
 "CHILD JESUS" COUNCIL #30505
 KERMIT, TEXAS

October 6, 2015

To Winkal County Offices:

The Knights of Columbus Council 30505 of Kermit would like to sponsor a benefit softball tournament allowing you to utilize our non-profit organization name, "Knights of Columbus" for a benefit softball tournament to be held on October 24 & 25, 2015 for cancer patient Arely Payen, a citizen of Kermit who is need of medical care. My membership has been advised to ask for participants not to leave the county softball field in the same condition as it was found in.

Thank you,

Marco Orlandi

Grand Knight

915 418 4022

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to accept donation of \$1,578.00 from BOPCO, L.P. to the Winkler County Sheriff's Office to assisting in funding the L.E.A.D.S. online program; 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 \$1,578.00 from Apache to the Winkler County Sheriff's Office to assist in funding the L.E.A.D.S. online program; 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 current Interlocal Ambulance Service Agreement between Winkler County and the City of Kermit for the period of October 01, 2015 through September 30, 2016 and look into making changes to Agreement during 2016 Budget Workshop; 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 CITY OF KERMIT**

Under the authority of Chapter 761, Texas Government Code, this Interlocal Ambulance Service Agreement is between Winkler County, Texas (County) and City of Kermit, Texas (Kermit) effective the 1st day of October, 2015 and continuing for a term of one (1) year, and may be renewed for successive terms of one (1) year by agreement by both parties unless cancelled as hereinafter provided.

This contract is for the mutual benefit of the parties for emergency health and life care, and the parties agree to be responsible, therefore under the terms and provisions hereof and provide in the respective budgets for such obligation.

1. County operates an ambulance service in Winkler County, which is the subject of this contract. County will be the policy making entity of the Ambulance service and will determine the number of ambulances or emergency vehicles (ambulances) and the personnel to operate the ambulances. County will pay all cost in maintenance, repair and replace all ambulances including personnel payroll, benefit, security, insurance and other benefits of the personnel; a location for the ambulances to be stationed, access to the ambulance service through Emergency 911 Service located at the Kermit Police Department, dispatch the ambulances and have overall management of the ambulance service.
2. Ownership of all ambulances and all care equipment will be in County.
3. County shall reimburse Kermit's City Manager of any capital expenditures over \$10,000.00 for the purchase of any ambulance equipment or life care

equipment and it shall be presented for approval for payment by both parties with County contributing fifty percent (50%) and Kermit contributing forty-five (45) percent (45%) of the capital expenditures agreed upon. The rates of Kermit and Wink's programming shall not be recalculated annually and based upon ambulance rates for the preceding year.

4. It is agreed that Kermit shall subsidize the ambulance service by paying County \$1,000.00 per month, with the payments to be made on or before the first day of each month beginning October 1, 2015.
 5. This contract may be cancelled by mutual agreement of the parties herein.
- Signed by authority of the governmental entities effective the 1st day of October, 2015.

WINKLER COUNTY, TEXAS

By: 
 Charles M. Boyd
 Winkler County Judge

ATTEST

 Sherida Reed
 Winkler County Clerk

CITY OF KERMIT, TEXAS

By: _____
 Mayor of the City of Kermit

ATTEST

 Kermit City Secretary

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve current Interlocal Ambulance Service Agreement between Winkler County and the City of Wink for the period of October 01, 2015 through September 30, 2106 and look into making changes to Agreement during 2016 Budget Workshop; 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 CITY OF WINK**

Under the authority of Chapter 791, Texas Government Code, this Interlocal Ambulance Service Agreement is between Winkler County, Texas (County) and City of Wink, Texas (Wink) effective the 1st day of October, 2011 and continuing for a term of one (1) year, and may be renewed for successive terms of one (1) year by agreement by both parties unless terminated as hereinafter provided.

This contract is for the mutual benefit of the parties for emergency health and life care, and the parties agree to be responsible therefor under the terms and provisions hereof and provide in the respective budgets for such obligations.

1. County operates an ambulance service in Winkler County, which is the subject of this contract. County will be the policy-making entity of the ambulance service and will determine the number of ambulances or emergency vehicles (ambulances) and the personnel to operate the ambulances. County will pay all cost in materials, repair and repairs of ambulances including personnel payroll, social security, insurance and other benefits of the personnel, in addition to the ambulances to be retained, except that, for ambulance service through Emergency 911 Service located at the Kermit Police Department, dispatch the ambulances and have overall management of the ambulance service.
2. Ownership of all ambulances and life care equipment will be in County.
3. County shall transfer title to Wink a City Secretary of all capital expenditure over \$10,000 for the purchase of any ambulances, equipment or life care

equipment and it shall be provided for approval for payment by both parties, with County contributing fifty percent (50%) and Wink contributing twenty percent (20%) of the capital expenditure agreed upon. The cities of Kermit and Wink's proportional share will be recalculated annually and based upon ambulance runs for the preceding year.

4. It is agreed that Wink shall reimburse the ambulance service by paying County \$175.00 per month, with the payments to be made on or before the last day of each month beginning October 1, 2011.
5. This contract may be cancelled by mutual agreement of the parties herein, signed by authority of the governmental entities effective the 1st day of October, 2011.

WINKLER COUNTY, TEXAS

By: *Charles M. Wall*
Charles M. Wall
Winkler County Judge

ATTEST:
Shirley Ann
Shirley Ann
Winkler County Clerk

CITY OF WINK, TEXAS

By: _____
Dale Jenkins
Mayor of the City of Wink

ATTEST:
Teresa Todd
Wink City Secretary

The Court received reports from Laurie Shropshire, Librarian, regarding activities at the Kermit Library; James Everett, Chief Paramedic, regarding the Emergency Medical Service; John Leavitt, Superintendent/Greens keeper, regarding activities at the Winkler County Golf Course; Raul Santillan, Chief Adult Probation Officer, regarding adult probation activities; Christi Gonzales, Chief Juvenile Probation Officer, regarding juvenile probation activities and Dena Floyd, Extension Agent – Agriculture, regarding 4-H and agriculture activities.

**WINKLER COUNTY LIBRARY
October 2011 - Quarterly Report**

LIBRARY USAGE	834
BOOK CHECKOUTS	410
COMPUTER USAGE	186
WIFI USAGE	180
NEW PATRONS	10
OVERDUES SENT	22
AMOUNT OF LOST BKS.	\$5.00



Winkler County E.M.S.
 1310 Bellaire Drive, Kermit, TX 79745
 Ph: (409) 986-2043 Fax: (409) 986-2888

Patient Log for July 2015

911 Calls						
Kermit	Wink	County	Medstone	Cancelled	Lift Assist	Mutual Aid
27	1	0	2	0	0	0
						40:24 / 11

Transfers					
Odessa	Midland	Andrews	Lubbock	Austin	Outside Services
14	2	0	0	0	0
17 Patients 1 EMS					

Totals			
911 Calls	Transfers	Total Runs	Runs with multi. Patients
22	20	16	0
Total Patients: 61 11 EMS Employee Hours worked in ER			

Totals up to July 31st 2015

911 Calls						
Kermit	Wink	County	Medstone	Cancelled	Lift Assist	Mutual Aid
234	22	54	12	13	20	4
						2 AM, 10K, 11K, 12, 13K
						179K

Transfers					
Odessa	Midland	Andrews	Lubbock	Austin	Outside Services
120	22	1	0	0	0
48 Patients 17 EMS, 10 EMS, 1 Lubbock					

Totals			
911 Calls	Transfers	Total Runs	Runs with multi. Patients
142	122	204	0
Total Patients: 121 188 EMS Employee Hours worked in ER			

Patient Log for September 2015

911 Calls						
Kermit	Wink	County	Medstone	Cancelled	Lift Assist	Mutual Aid
28	4	4	2	2	0	4
						21:28

Transfers					
Odessa	Midland	Andrews	Lubbock	Austin	Outside Services
15	1	0	0	0	0
17 Patients 1 EMS					

Totals			
911 Calls	Transfers	Total Runs	Runs with multi. Patients
27	12	15	0
Total Patients: 40 12 EMS Employee Hours worked in ER			

Totals & Comparison on Next Page

Patient Log for August 2015

911 Calls						
Kermit	Wink	County	Medstone	Cancelled	Lift Assist	Mutual Aid
30	0	0	0	1	2	0
						40:13

Transfers					
Odessa	Midland	Andrews	Lubbock	Austin	Outside Services
14	0	0	0	0	0
4 Patients 1 EMS					

Totals			
911 Calls	Transfers	Total Runs	Runs with multi. Patients
27	11	18	0
Total Patients: 51 7 EMS Employee Hours worked in ER			

Totals up to August 31st 2015

911 Calls						
Kermit	Wink	County	Medstone	Cancelled	Lift Assist	Mutual Aid
262	22	60	18	18	27	4
						2 AM, 10K, 11K, 12, 13K
						179K

Transfers					
Odessa	Midland	Andrews	Lubbock	Austin	Outside Services
110	23	1	0	0	0
54 Patients 24 EMS, 10 EMS, 1 Lubbock					

Totals			
911 Calls	Transfers	Total Runs	Runs with multi. Patients
208	116	224	0
Total Patients: 212 173 EMS Employee Hours worked in ER			

Totals up to September 30th 2015

911 Calls						
Kermit	Wink	County	Medstone	Cancelled	Lift Assist	Mutual Aid
321	24	54	13	20	20	4
						2 AM, 10K, 11K, 12, 13K
						179K

Transfers					
Odessa	Midland	Andrews	Lubbock	Austin	Outside Services
100	24	1	0	0	0
67 Patients 24 EMS, 17 EMS, 1 Lubbock					

Totals			
911 Calls	Transfers	Total Runs	Runs with multi. Patients
262	122	218	0
Total Patients: 205 188 EMS Employee Hours worked in ER			

Patient Log up to September 30th 2014

911 Calls						
Kermit	Wink	County	Medstone	Cancelled	Lift Assist	Mutual Aid
252	20	54	22	24	18	3
						2 AM, 10K, 11K, 12, 13K
						179K, 180K, 181K

Transfers					
Odessa	Midland	Andrews	Lubbock	Austin	Outside Services
110	0	0	0	0	0
43 Patients 17 EMS, 11 EMS, 1 EMS, 1 EMS, 1 EMS, 1 EMS					

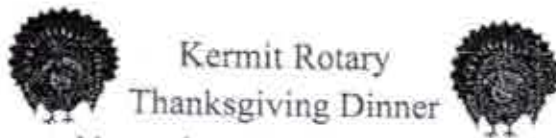
Totals			
911 Calls	Transfers	Total Runs	Runs with multi. Patients
202	120	202	0
Total Patients: 283 87 EMS Employee Hours worked in ER			

October 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
Dinner-Bingo Session 7:00pm-9:00pm 10000-10000 10000-10000 10000-10000 10000-10000				Coffee-Bun Exercise 10am Lunch-noon Games-1pm	Ladies Luncheon 11:30am 10000-10000 10000-10000	3
Birthday Donna Wright 27	Coffee-Bun Lunch-noon Games-1pm	Odessa Trip Leave at 8am	Exercise 10am Lunch-noon Games-1pm	Exercise 10am Lunch-noon Games-1pm	Come Quilt 10am 10000-10000 10000-10000	10
11	Coffee-Bun Lunch-noon Games-1pm	Coffee-Bun Lunch-noon Games-1pm	Exercise 10am Lunch-noon Games-1pm	Exercise 10am Lunch-noon Games-1pm	Ladies Luncheon 11:30am 10000-10000 10000-10000	17
18 10000-10000 10000-10000 10000-10000	Coffee-Bun Lunch-noon Games-1pm	Quilt Day 11am \$5	Coffee-Bun Lunch-noon Games-1pm	Exercise 10am Lunch-noon Games-1pm	Quilt Day 11am 10000-10000 10000-10000	24
25	Coffee-Bun Lunch-noon Games-1pm	Coffee-Bun Lunch-noon Games-1pm	Exercise 10am Lunch-noon Games-1pm	Exercise 10am Lunch-noon Games-1pm	Ladies Luncheon 11:30am 10000-10000 10000-10000	31

November 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1 Ladies Luncheon 11:30am 10000-10000 10000-10000	Coffee-Bun Lunch-noon Games-1pm	Odessa Trip 9:30am	Coffee-Bun Lunch-noon Games-1pm	Exercise 10am Lunch-noon Games-1pm	Ladies Luncheon 11:30am 10000-10000 10000-10000	7
8	Coffee-Bun Lunch-noon Games-1pm	10	Craft Day 11am	Closed Veterans Day	Exercise 10am Lunch-noon Games-1pm	14
15	Coffee-Bun Lunch-noon Games-1pm	Ladies Luncheon 11:30am	Coffee-Bun Lunch-noon Games-1pm	Exercise 10am Lunch-noon Games-1pm	Ladies Luncheon 11:30am 10000-10000 10000-10000	21
22	Coffee-Bun Lunch-noon Games-1pm	Coffee-Bun Lunch-noon Games-1pm	Coffee-Bun Lunch-noon Games-1pm	Exercise 10am Lunch-noon Games-1pm	Closed Thanksgiving Holiday	28
29	Coffee-Bun Lunch-noon Games-1pm	30	Ladies Luncheon 11:30am 10000-10000 10000-10000			



Kermit Rotary Thanksgiving Dinner

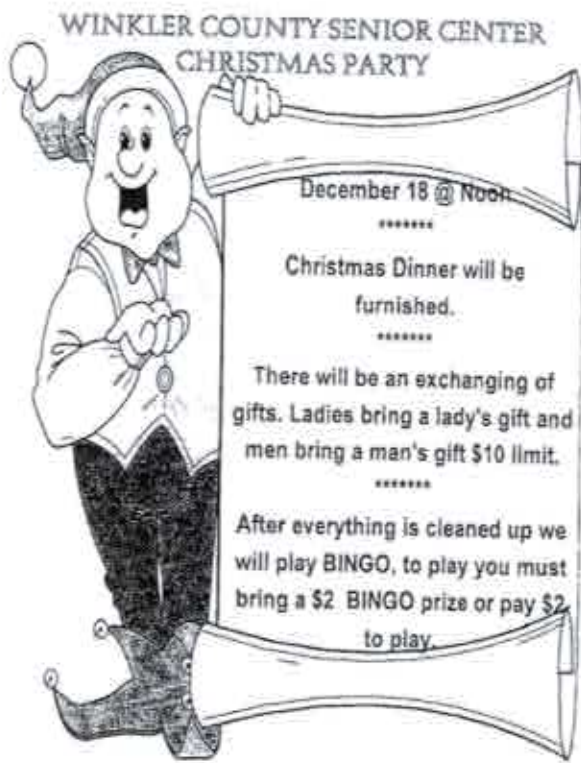
November 17 @ 11:30 am
Winkler County Senior Center
419 East Campbell, Kermit
EVERYONE is invited

Stay and play B-I-N-G-O
starting at 1pm
(you will need to bring a \$2 bingo prize
or pay \$2 to play)

Any questions please call Robin
@432-586-3631

December 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1 Ladies Luncheon 11:30am 10000-10000 10000-10000	Odessa Trip Leave at 8:30am	Coffee-Bun Exercise 10am Lunch-noon Games-1pm	Coffee-Bun Lunch-noon Games-1pm	Ladies Luncheon 11:30am 10000-10000 10000-10000	6	5
8	Coffee-Bun Lunch-noon Games-1pm	Coffee-Bun Lunch-noon Games-1pm	Exercise 10am Lunch-noon Games-1pm	Coffee-Bun Lunch-noon Games-1pm	Ladies Luncheon 11:30am 10000-10000 10000-10000	12
13	Coffee-Bun Lunch-noon Games-1pm	Quilt Day 11am	Coffee-Bun Exercise 10am Lunch-noon Games-1pm	Exercise 10am Lunch-noon Games-1pm	Christmas Party 5:00pm 10000-10000 10000-10000	19
20	Coffee-Bun Lunch-noon Games-1pm	Coffee-Bun Lunch-noon Games-1pm	Coffee-Bun Exercise 10am Lunch-noon Games-1pm	Closed Christmas Holiday	Closed Christmas Holiday	26
27	Coffee-Bun Lunch-noon Games-1pm	Coffee-Bun Lunch-noon Games-1pm	Coffee-Bun Exercise 10am Lunch-noon Games-1pm	Exercise 10am Lunch-noon Games-1pm	Ladies Luncheon 11:30am 10000-10000 10000-10000	31





WINKLER COUNTY GOLF COURSE

2015 Rounds of Golf

	Member Rounds	Guest Rounds	Total
July	520	923	1443
August	636	421	1057
September	363	640	1003

2014 Rounds of Golf

	Member Rounds	Guest Rounds	Total
July	409	775	1184
August	424	566	990
September	258	594	852

109TH JUDICIAL DISTRICT
 COMMUNITY SUPERVISION
 &
 CORRECTIONS DEPARTMENT



3RD QUARTER REPORT
 FISCAL YEAR 2015
 JULY 1, 2015 — SEPTEMBER 30, 2015

WINKLER COUNTY, TEXAS

109TH JUDICIAL DISTRICT
 COMMUNITY SUPERVISION AND CORRECTIONS
 DEPARTMENT
 WINKLER COUNTY

The 109th Judicial District Community Supervision and Corrections Department (CSCD) Winkler County, Texas, presents to the Commissioners' Court and county officials, the following review of the 3rd quarter fiscal year 2015.

The Probation Department would like to take this opportunity to thank the judges and commissioners of Winkler County for their continued support and cooperation.

Raul Santolan
 CSCD Director

3RD QUARTER – JULY-AUGUST-SEPTEMBER OF 2015

New Probations	37
Successfully Discharged	18
Probations Reversed	6
Transfer Out to Another County Indirect Supervision	3
Transfer to from Another County County Supervisor	3
Courtesy Supervision Closed	19
Total Direct Supervised	145
Total Indirect Supervised	64
Total Probation Fees Collected	\$ 21,158.31

CSCD Director Raul Santolan was appointed on August 18, 2015.

For this quarter there were 1,872 hours of community service restitution performed. The estimate of total monetary value to Winkler County: 1,872hrs X \$8.00=\$14,976.00

**WIKLER COUNTY
JUVENILE PROBATION
QUARTERLY REPORT
3rd QUARTER – JULY-AUGUST-SEPTEMBER**

New Cases	5
Discharged	7
Pending- Conditions of Release	0
Active-Standard Probation	9
Released from Placement	5
Fined	1
Community service	154.5 Hours
Fees collected	\$1831.75

A total of 24 active juvenile cases during the quarter.
I took over the position July 13, 2015 the office had been vacant since May 6, 2015.

All of the new cases, pending cases, and active report weekly. I also have at least a weekly phone visit with juveniles/coursetors on placement. I have daily home and/or school visits. I have filed case reports with CPS. I have had 1 juvenile board meeting and 2 juvenile modification hearings.

I traveled to Hays County Juvenile Center twice to pick up juveniles (KPD provided escort on one, Andrews and Crew Co. CJPO's escorted one).

I traveled to Granbury Youth Services to pick up a juvenile (WCSO provided escort).

I transported a juvenile to Stearns Treatment Center (KPD provided escort).

I had a scheduled visit to Cass County Juvenile Center.

Training: San Antonio Budget and Legislative update, Lubbock Budget Workshop, Plainview West Texas Chiefs, Midland Tribute Informed Case, and Andrews Co to attend and observe Juvenile court.

0-881 TEXAS AGRICULTURE EXTENSION SERVICE MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS COURT REPORT

Table with columns: DATE, MAJOR ACTIVITIES DURING LAST REPORT, MILES, MEALS, LODGING. Includes entries for 07/01-07/02, 07/03, 07/04, 07/05, 07/06, 07/07, 07/08, 07/09, 07/10, 07/11, 07/12, 07/13, 07/14, 07/15, 07/16, 07/17, 07/18, 07/19, 07/20, 07/21, 07/22, 07/23, 07/24, 07/25, 07/26, 07/27, 07/28, 07/29, 07/30, 07/31.

Signature line for David Thomson, Agent Signature.

0-881 TEXAS AGRICULTURE EXTENSION SERVICE MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS COURT REPORT 2015

Table with columns: DATE, TELEPHONE, OFFICE, TOTAL CONTACTS, NEWS ARTICLES, PUBLICATIONS. Includes entries for 07/01, 07/02, 07/03, 07/04, 07/05, 07/06, 07/07, 07/08, 07/09, 07/10, 07/11, 07/12, 07/13, 07/14, 07/15, 07/16, 07/17, 07/18, 07/19, 07/20, 07/21, 07/22, 07/23, 07/24, 07/25, 07/26, 07/27, 07/28, 07/29, 07/30, 07/31.

Table with columns: DATE, ACTIVITY. Includes entries for 07/01, 07/02, 07/03, 07/04, 07/05, 07/06, 07/07, 07/08, 07/09, 07/10, 07/11, 07/12, 07/13, 07/14, 07/15, 07/16, 07/17, 07/18, 07/19, 07/20, 07/21, 07/22, 07/23, 07/24, 07/25, 07/26, 07/27, 07/28, 07/29, 07/30, 07/31.

0-881 TEXAS AGRICULTURE EXTENSION SERVICE MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS COURT REPORT

Table with columns: DATE, MAJOR ACTIVITIES DURING LAST REPORT, MILES, MEALS, LODGING. Includes entries for 07/01, 07/02, 07/03, 07/04, 07/05, 07/06, 07/07, 07/08, 07/09, 07/10, 07/11, 07/12, 07/13, 07/14, 07/15, 07/16, 07/17, 07/18, 07/19, 07/20, 07/21, 07/22, 07/23, 07/24, 07/25, 07/26, 07/27, 07/28, 07/29, 07/30, 07/31.

Signature line for David Thomson, Agent Signature.

0-881 TEXAS AGRICULTURE EXTENSION SERVICE MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS COURT REPORT 2015

Table with columns: DATE, TELEPHONE, OFFICE, TOTAL CONTACTS, NEWS ARTICLES, PUBLICATIONS. Includes entries for 07/01, 07/02, 07/03, 07/04, 07/05, 07/06, 07/07, 07/08, 07/09, 07/10, 07/11, 07/12, 07/13, 07/14, 07/15, 07/16, 07/17, 07/18, 07/19, 07/20, 07/21, 07/22, 07/23, 07/24, 07/25, 07/26, 07/27, 07/28, 07/29, 07/30, 07/31.

Table with columns: DATE, ACTIVITY. Includes entries for 07/01, 07/02, 07/03, 07/04, 07/05, 07/06, 07/07, 07/08, 07/09, 07/10, 07/11, 07/12, 07/13, 07/14, 07/15, 07/16, 07/17, 07/18, 07/19, 07/20, 07/21, 07/22, 07/23, 07/24, 07/25, 07/26, 07/27, 07/28, 07/29, 07/30, 07/31.

STATE WIDE EXTENSION SERVICE
MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS COURT REPORT COURT

Name: Steve Potts Month: September 2015

NUMBER OF CURRENT MONTH CONTACTS					
DATE	TELEPHONE	OFFICE	TOTAL CONTACTS	NEWS ARTICLES	NEWSLETTERS
	127	14	141	14	0

MAJOR PLANS FOR NEXT MONTH	
DATE	ACTIVITY

TRAVELER'S EXTENSION SERVICE
MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS COURT REPORT COURT

Name: Dale Potts Month: September 2015 COURT

NUMBER OF CURRENT MONTH CONTACTS					
DATE	TELEPHONE	OFFICE	TOTAL CONTACTS	NEWS ARTICLES	NEWSLETTERS
	100	14	114	0	0

MAJOR PLANS FOR NEXT MONTH			
DATE	ACTIVITY		
08-11-15	Meeting at the University of Tennessee with Judge David S. Williams regarding the upcoming trial of a 17 year old child who has been charged with the murder of a 10 year old child.		
08-11-15	See Judge Potts Practice in Eastern Tennessee, see how his practice is set up in the Eastern District of Tennessee and how it works.		
09-10-15	09-10-15	09-10-15	Meeting with the Board of the Tennessee Judicial Conference to discuss the state of the courts.
09-10-15	09-10-15	09-10-15	Meeting with the Board of the Tennessee Judicial Conference to discuss the state of the courts.
09-10-15	09-10-15	09-10-15	Meeting with the Board of the Tennessee Judicial Conference to discuss the state of the courts.
09-10-15	09-10-15	09-10-15	Meeting with the Board of the Tennessee Judicial Conference to discuss the state of the courts.
09-10-15	09-10-15	09-10-15	Meeting with the Board of the Tennessee Judicial Conference to discuss the state of the courts.
09-10-15	09-10-15	09-10-15	Meeting with the Board of the Tennessee Judicial Conference to discuss the state of the courts.
09-10-15	09-10-15	09-10-15	Meeting with the Board of the Tennessee Judicial Conference to discuss the state of the courts.
09-10-15	09-10-15	09-10-15	Meeting with the Board of the Tennessee Judicial Conference to discuss the state of the courts.
09-10-15	09-10-15	09-10-15	Meeting with the Board of the Tennessee Judicial Conference to discuss the state of the courts.
09-10-15	09-10-15	09-10-15	Meeting with the Board of the Tennessee Judicial Conference to discuss the state of the courts.

TRAVELER'S EXTENSION SERVICE
MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS COURT REPORT COURT

Name: Dale Potts Month: September 2015 COURT

MAJOR ACTIONS SINCE LAST REPORT					
DATE	ACTIVITY	PHONE	MAILS	LOGBOOK	
08-11-15	Meeting at the University of Tennessee with Judge David S. Williams regarding the upcoming trial of a 17 year old child who has been charged with the murder of a 10 year old child.	100	14	114	
08-11-15	See Judge Potts Practice in Eastern Tennessee, see how his practice is set up in the Eastern District of Tennessee and how it works.	0	0	0	
09-10-15	09-10-15	09-10-15	09-10-15	09-10-15	
09-10-15	09-10-15	09-10-15	09-10-15	09-10-15	
09-10-15	09-10-15	09-10-15	09-10-15	09-10-15	
09-10-15	09-10-15	09-10-15	09-10-15	09-10-15	
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09-10-15	09-10-15	09-10-15	09-10-15	09-10-15	
09-10-15	09-10-15	09-10-15	09-10-15	09-10-15	
09-10-15	09-10-15	09-10-15	09-10-15	09-10-15	

Source: Tennessee Report Extension

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve line item adjustment in the amount of \$10,000.00 for overtime for deputies and jailers from contingency 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 Substance Abuse Treatment Services Operation Agreement between Winkler County Adult Probation and LaTona Skipper Ford for the period of September 01, 2015 through August 31, 2016; which motion became an order of the Court upon the following vote:

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

SUBSTANCE ABUSE TREATMENT SERVICES
OPERATION AGREEMENT FOR
WINKLER COUNTY ADULT PROBATION DEPARTMENT

This Operation Agreement (the "AGREEMENT") is made and entered into by and between the Winkler County Adult Probation Department ("Department"), a political entity of the 10th Judicial District

AM
("VENDOR")
LaTava Popper Ford
107 S. Colorado
Meridian, Texas 79703
As of the 1st day of September, 2015

WITNESSETH:
NOW, THEREFORE, for and in consideration of the foregoing, the mutual benefit, convenience, safety and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

APPOINTMENT OF VENDOR, TERM
Appointment of VENDOR. In accordance with the terms and conditions set forth herein and in consideration of the Payment hereinafter provided, VENDOR hereby agrees to furnish to DEPARTMENT the services provided for herein.

TERM This Agreement is effective on the date set forth in the initial paragraph hereof and shall continue until August 31, 2016, unless it is terminated earlier pursuant to the provisions hereof. However, the DEPARTMENT shall have the option to extend and renew the AGREEMENT for a period of one year or such shorter term as which VENDOR shall agree, upon the giving to VENDOR a written notice of such extension no later than thirty (30) days prior to the expiration of the current term.

ARTICLE I

RATES, MINIMUM REQUIREMENTS AND STATEMENT OF SERVICES
1.1 **Vendor Rate:** DEPARTMENT agrees to make Payment to VENDOR for the delivery of Services, set in amount 12242.00 for the month of funding provided by the District Justice Associate Division of the Texas Department of Criminal Justice, for September 1, 2015, through August 31, 2016. VENDOR acknowledges that the total dollar amount of the AGREEMENT is subject to change, at the Department's discretion, based on needs and circumstances that arise within the

month DEPARTMENT program. VENDOR agrees to add following fees for substance abuse services:
Outpatient Group \$200 per session
Therapist Individual \$_____

1.2 **Substance Abuse Treatment Services Minimum Requirements:** The VENDOR shall, in accordance with the terms of the AGREEMENT, provide all necessary personnel, equipment, materials, supplies, facilities, and services (except as may be furnished by the DEPARTMENT as specified in writing as part of this AGREEMENT) and do all things necessary for, or incidental to, the provision of the substance abuse treatment services listed as follows:

Out-patient Treatment - TCADA Level 3 and Level 4 Out-patient

- Writes policies and procedures that protect the following:
 - a. All offenders admitted to the outpatient program shall be individually stable, and have appropriate support systems in the community to live independently with minimal structure;
 - b. Funding sources shall be in accordance with TCADA Licensure Rules for the outpatient treatment level. Funding sources shall be submitted to the DEPARTMENT as part of the proposal;
 - c. The program shall not include no treatment services (i.e. that causes ineffective, un-validated treatment and re-arrest). Criteria used to, or the removal of, shall be documented and approved by the DEPARTMENT;
 - d. Therapeutic groups shall not exceed 10 offenders as a group;
 - e. For offenders in supportive outpatient programs, counselors shall complete a comprehensive written assessment within thirty (30) calendar days of admission for all offenders;
 - f. One session group sessions shall meet for a maximum of (1) hour, at times agreed to be agreed upon by the DEPARTMENT and VENDOR.
- 1.3 **DEPARTMENT provided services:** The DEPARTMENT will reimburse VENDOR for expenses payable to be used by the Defendant in the scope of treatment:
 - a. VENDOR will retain responsibility appropriate prior to presentation;
 - b. VENDOR will provide DEPARTMENT with receipts for approved expenditures;
- 1.4 **TCADA Licensure:** A TCADA facility license (or applicable for Outpatient state licensure) in the TCADA Voluntary Outpatient Treatment Facility Licensure Rules, Effective 1/1/15, has not yet been issued and will be completed during the term hereof. Individuals associated with the DEPARTMENT must receive approval (however such) TCADA Licensure Chemical Dependency, Criminal, Treatment of Addiction, Family, Assessment, Information, and Health, Licensing, and other relevant services. VENDOR must notify DEPARTMENT with 30 days of all TCADA licensure violations, including pending allegations

Winkler County Adult Probation Department
Department Head: Tammara Givens

- 1.4 **Outpatient:** In its entirety of Defendants, VENDOR shall:
 - a. Provide appropriate chemical dependency assessment as required by a documented Act (substance abuse or substance dependency diagnosis) encompassing the specific symptoms being provided by the VENDOR;
 - b. Comply with DEPARTMENT to identify needs of Defendants that are beyond the scope of VENDOR'S Services and make appropriate referrals to local resources; and
 - c. Develop and implement procedures for services for offenders for Defendants with that requires specific medical and physical directions.
- 1.5 **Facilitation:** In order to ensure maximum participation of Defendants in its program, VENDOR shall:
 - a. Discuss attendance at each group session with a sign in sheet;
 - b. Discuss with the Monthly Incentive, the number of sessions provided and the value, date and number of hours provided on individual session;
 - c. Provide the Monthly Incentive and sign in sheets to the Department on a timely basis.
- 1.6 **Discharge:** The discharge of any Defendant shall be made in accordance with the following:
 - a. Prior to discharge, VENDOR shall coordinate with Defendant's community supervision officer or the Director to ensure if any additional services are required for Defendant;
 - b. A copy of the Defendant's discharge summary shall be submitted to the Department;
- 1.7 **Referrals:** The DEPARTMENT retains control over the Defendant referred to VENDOR for the provision of substance abuse treatment. If the Defendant is determined to be in need of additional or different treatment services, the Defendant, or it is referred back to the DEPARTMENT for further action. The payment to which this Referral will occur will be addressed in the Operating Plan.
- 1.8 **Cost Allocation:** VENDOR agrees to provide facilities in which, if required, or in additional room in the DEPARTMENT.
- 1.9 **Facilities and Personnel:** The Services for Defendants shall include policies and procedures for admission and discharge, discharge planning, participation in treatment, transportation (as necessary), safety and security, disease prevention, referral services, house management and governance (as applicable), documentation of Services, and alcohol reporting and resolution, which shall be in writing and available to DEPARTMENT prior to implementation. VENDOR shall notify DEPARTMENT in writing of violations from such policies and procedures, whether mandatory or permissive.

Winkler County Adult Probation Department
Department Head: Tammara Givens

- 1.9 **Intervention and HIV Counseling:** VENDOR shall provide education to Defendant's regarding substance abuse treatment and support resources and shall provide HIV counseling in accordance with TCADA Licensure Rules.
- 1.10 **Compliance with DEPARTMENT:** VENDOR shall conform the following with the DEPARTMENT:
 - a. Submit progress reports on each Defendant, indicating progress and compliance/non-compliance with program;
 - b. Participate in meetings with the Department and discuss alternative to be utilized for resolution of non-compliance with program rules and/or violation of drug use by Defendants;
 - c. Comply with DEPARTMENT procedural policies or set forth by the DEPARTMENT whenever feasible;
- 1.11 **Defendants:** The following terms used in the AGREEMENT shall, unless the context indicates otherwise, have the meanings set forth below:
 - AGREEMENT - means this Operation AGREEMENT with all exhibits hereto;
 - Contract Monitor - means the Personnel designated by DEPARTMENT as such to ensure that VENDOR complies with the terms hereof, its operating performance under of the Operational Plan and financial under of the Program Budget, if applicable;
 - Counselor - means a Person with appropriate licensure who renders chemical dependency counseling or chemical dependency counseling related services to an individual, group, organization, enterprise, institution, or the general public for compensation;
 - Defendant - means each individual who receives Services from VENDOR hereunder who qualifies for Services and who has been referred by DEPARTMENT or ordered by a court of legal jurisdiction to participate in receiving Services;
 - DEPARTMENT Policies - means all written policies, procedures, manuals, guidelines, directives, and manuals of DEPARTMENT, as same may be amended from time to time, which DEPARTMENT has made available to VENDOR and with which VENDOR has an affirmative obligation to be and remain familiar;
 - Funding Rules - means the terms and procedures contained in the TCADA Licensure Compliance Guide;
 - Monthly Incentive - means the certain form of award(s) monetary motivation that VENDOR shall prepare and submit to DEPARTMENT during the last week of each month, based on the VENDOR Rate and pending the Monthly VENDOR

Winkler County Adult Probation Department
Department Head: Tammara Givens

Payment to be made by DEPARTMENT, a copy of which form is attached hereto as Exhibit B.

Outcomes - means any Deliverable who receives services from VENDOR pursuant to the terms herein.

Payment as Payment - means amount agreed to be paid by DEPARTMENT to VENDOR.

Payment to VENDOR - means the contractual payment of the VENDOR Fee for group activities and the number of group sessions provided during the billing period and/or the contractual payment of the VENDOR Fee for individual sessions and the number of individual sessions provided during the billing period.

Services - means the services by VENDOR of the classroom dependency program as set forth in this AGREEMENT and exhibits.

TICADA - means the Texas Commission on Alcohol and Drug Abuse, or presently or hereinafter associated.

TICADA Licensee Rules - means the rules as adopted by TICADA and listed in TICADA, Chemical Dependency Treatment Facility Licensure Rules, February 1993 and subsequent versions and TICADA Licensure Information and Rules, February 1998 and subsequent versions.

Term - means the duration of the AGREEMENT as specified in Article 5.

VENDOR - means Ray Alameda, LLC.

Vendor Fee - means the amount paid by DEPARTMENT to VENDOR per hour during the term herein, determined as accordance with the rates set forth in Article 1.

ARTICLE II REPRESENTATIONS AND WARRANTIES

VENDOR represents warrants and is for the benefit of DEPARTMENT with the intent that DEPARTMENT rely thereon for the purposes stated, the following:

- 2.1 **Legal Status.** VENDOR (i) is a validly organized and constituted sole proprietorship or partnership in the jurisdiction in which it is formed and is in good standing there, or, if a corporation duly incorporated and in good standing under the laws of the jurisdiction in which it is incorporated and in good standing there, (ii) is duly qualified to conduct business in the State of Texas, and (iii) has legal power and authority in each or every jurisdiction and conduct its business as presently conducted.

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right to complete this AGREEMENT without breach, it is its intention to deliver these Payments, or otherwise recover, the full amount of such fee, amounts, benefits fee, etc., as applicable fee.

ARTICLE III GENERAL CONDITIONS

- 3.1 **Notice and Compliance.** VENDOR shall provide the Services in compliance with applicable Federal and state law, including all constitutional, legal and court-ordered requirements, whether now in effect or hereinafter enacted or implemented.
- 3.2 **Compliance with Licenses.** VENDOR shall at all times obtain appropriate licenses of the Government, agencies of the Government and all other agencies of the State and Federal agencies in the State of Texas, the Governor's Office, and any other agencies designated by the DEPARTMENT with the Texas Board of Criminal Justice to monitor the delivery of Services and ensure compliance of the VENDOR.
- 3.3 **No Subcontracting.** No subcontracting may be utilized by VENDOR unless DEPARTMENT has provided prior written approval.
- 3.4 **Confidentiality.** When approved, records of delivery, diagnosis, prognosis, or treatment of any individual through this AGREEMENT shall be confidential and may be disclosed only as otherwise approved in writing. For information that is released without the Deliverable's written consent or authorization by a signed, information release form, VENDOR shall notify DEPARTMENT in writing if any legal records require disclosure of a Deliverable's record and shall obtain written authorization of such from DEPARTMENT'S Authorized Representative.
- 3.5 **Termination of Bill.** Either party may terminate this AGREEMENT for any reason whatsoever, without cause and at any time. In terminating this other party shall pay the other party within 30 days. DEPARTMENT may terminate this AGREEMENT for non-compliance with this AGREEMENT pursuant to the terms stated in the payment to VENDOR of Payment stated hereunder up to the date of termination. VENDOR is solely responsible for terminating this AGREEMENT pursuant to the terms stated in the payment to VENDOR upon the date of termination. Neither VENDOR nor DEPARTMENT shall be deemed to be involved in any other compensation.
- 3.6 **Record Retention.** All records shall be the property of DEPARTMENT. All records (electronic or paper) pertaining to the provision of Services hereunder shall be retained by the VENDOR for a period of five years with the following qualifications: if any audit, litigation or claim is started before the expiration of the five-year period, the records shall be retained until all audits, litigation, claims, or other disputes involving the records have been resolved. The retention period for

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- 3.7 **Assignment.** The making and performance of this AGREEMENT hereunder shall be subject to all necessary written and oral consent for violation any provision of Federal law or VENDOR'S charter or bylaws. This AGREEMENT has been duly executed and delivered by VENDOR and, assuming due execution and delivery by DEPARTMENT, constitutes a legal, valid, and binding AGREEMENT enforceable against VENDOR in accordance with its terms.

- 3.8 **Tax.** VENDOR has filed all necessary Federal, state, and foreign income and franchise tax returns and has paid all taxes so shown to be due thereon, including penalties and interest, or provided adequate reserves for payment thereof, except to the extent that taxes have become due and payable but not yet determined, and except for any taxes and assessments of which the amount, applicability or validity is currently being reviewed in good faith by appropriate proceedings.

- 3.9 **SECURITY SUPPORT SERVICE.** In accordance with 111.006 of the Texas Family Code, no person who is the sole proprietor, a partner, a shareholder, or an owner of twenty-five percent (25%) or more of a VENDOR and who is liable more than thirty (30) days delinquent in paying court-ordered approved child support may receive payment from state funds under a contract. Under Section 111.006, Family Code, VENDOR certifies that it is not entitled to receive the Payment and acknowledges that due to this AGREEMENT may be terminated and Payment may be withheld if the conditions it occurs.

- 3.10 **Use of Payment.** No part of the Payments made to VENDOR will be expended for any non-related fees, honoraria, or any other compensation to any employee of DEPARTMENT or for non-related costs or fees or other costs. VENDOR shall require Payment made hereunder solely for providing direct services and for reasonable and allowable expenses directly related to the provision of Services.

- 3.11 **No Discrimination.** In the performance hereof, VENDOR warrants that it shall not discriminate against any employee, subcontractor, or Deliverable on account of race, color, national origin, religion, sex, national origin, age, or those who have not yet provided to have a hearing because of AIDS or HIV infection, and/or on HIV or infection with any other probable causative agent of AIDS. VENDOR shall include the provisions of this paragraph regarding non-discrimination in each of its contracts with subcontractors so that such provisions will be binding upon such subcontractors.

- 3.12 **Non-Collusion.** VENDOR warrants that no Person, other than a bona fide employee, has been employed to assist in securing this AGREEMENT with DEPARTMENT, and VENDOR has not paid or agreed to pay any Person, other than a bona fide employee, any fee, commission, percentage, or brokerage fee, gift, or any other consideration, privilege upon or resulting from the execution hereof. For benefit or violation of this provision, DEPARTMENT shall have the

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all records begin after the DEPARTMENT has made the final Payment in accordance with this AGREEMENT. At the end of the five-year period, VENDOR will report disposition commissions from DEPARTMENT.

ARTICLE IV ADMINISTRATION AND FISCAL SYSTEM

- 4.1 **Administrative Control.** VENDOR shall establish, document and maintain accurate administrative, financial, and control records to ensure that only allowable and reasonable costs are expended under this AGREEMENT.
- 4.2 **Oversee Third Party Activity.** The equipment provided, leased or rented by VENDOR shall have full responsibility for the integrity of the services provided, including compliance with applicable Federal and state laws and regulations, provisions of any AGREEMENT, provisions of other requirements, equipment shall not constitute a defense or basis for seeking to apportion fault, penalties or consequences.
- 4.3 **Costs of Litigation.** VENDOR shall not refer defendants for additional services without prior written approval of the DEPARTMENT. VENDOR shall develop and maintain a written financial records that may be reviewed by the DEPARTMENT to ensure the integrity of the providing third, contractual personnel, consultants, volunteers, and employees do not use their position with the VENDOR for a purpose other than to give the appearance of being employed by a donor for personal gain or gain by a family member.
- 4.4 **Noncompetition.** Staff of VENDOR shall not sell or receive any compensation, consideration, or benefit in any form related to the nature of a distribution of business or engage in the selling and other performance.
- 4.5 **Audit.** VENDOR agrees to furnish DEPARTMENT (under TICADA) with such information as may be required relating to its Services rendered hereunder. VENDOR shall permit DEPARTMENT to audit and inspect records and reports and to evaluate the performance of Services at any time. VENDOR shall provide reasonable access to all the records, books, reports, and other necessary data and information needed to accomplish review of program activities, services, and operations, including cooperation with DEPARTMENT in its performance of random or routine audits to determine the accuracy of VENDOR'S reports.
- 4.6 **Independent Audit.** VENDORS whose total funding from DEPARTMENTS (FISCAL YEAR) exceeds \$100,000 must provide an independent audit on the funds received for each fiscal year (September 1 - August 31). These audits must be submitted in DRG-CIAD by December 31 following the end of the fiscal year.
- 4.7 **Disclosure.** VENDOR is required to immediately or timely, as the case may be, disclose to DEPARTMENT and TICADA the following:

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(k) If any Person who is an employee or director of VENDOR is required to register as a lobbyist under Texas Government Code Chapter 305, in any case during the term hereof, VENDOR shall provide to DEPARTMENT and TDC, CIAZD timely copies of all reports filed with the Texas Ethics Commission, as required by Chapter 305.

(l) If any Person who is an employee, subcontractor, or director of VENDOR is or becomes an elected official (i.e., an elected or appointed state official or member of the judiciary, or a United States representative or senator), during the term hereof,

(m) Report any actions or activities by federal, state, or local governmental agencies that may affect VENDOR'S business status or its ability to provide Services hereunder.

- 4.4 **Waiver of Payment.** The DEPARTMENT may withhold Payments for any past-due items including, but not limited to, amounts due to such third parties as the payor, contractor or supplier, claim or redemptor and to be collected by VENDOR. VENDOR agrees to remain in good standing with the DEPARTMENT within sixty (60) days following the final date of the contract period, or at the DEPARTMENT'S option, within thirty (30) days following the DEPARTMENT'S delivery to VENDOR a notice that amounts past due are situated in DEPARTMENT.
- 4.9 **Compliance with VENDOR.** VENDOR shall ensure Monthly Services are delivered electronically to require timely and full payment from DEPARTMENT based on the terms and conditions of this AGREEMENT. VENDOR will provide a contact person for all Services performed during the contract period, including the names of all Defendants named, the service provided, and the amount of time involved with each. DEPARTMENT agrees to pay VENDOR within thirty (30) days after receipt of the Monthly Services (Article 5).
- 4.10 **Service Standards.** All terms of this AGREEMENT are subject to monitoring and verification; however, the VENDOR must have available for the DEPARTMENT'S inspection records to report performance of their business outlined in Article 5(b)(2).
- 4.11 **Assignment Funds.** The VENDOR will refund expenditures of the VENDOR that are contrary to this AGREEMENT and direct expenditures by the DEPARTMENT or designee.

**ARTICLE V
DEFAULT AND TERMINATION**

- 1.1 **Default by VENDOR.** Each of the following shall constitute an Event of Default on the part of VENDOR:

Section 1.1(a) - Deleted
Section 1.1(b) - Deleted

- 1.1 **AGREEMENT Subject to Applicable Law.** This AGREEMENT will be subject to the availability of funds as appropriated by the State Legislature and all funds available by the Comptroller General Available for use of the Texas Department of Criminal Justice. If such funds become exhausted or unavailable, this AGREEMENT shall be subject to immediate modification, reduction or termination.

**ARTICLE VI
INDEPENDENT CONTRACTOR**

VENDOR is associated with DEPARTMENT only for the purposes and to the extent set forth herein, and with respect to the performance of Services hereunder, VENDOR it and shall be an independent contractor that shall have the sole right to recruit, manage, operate, control, and direct the performance of the services outlined in this Agreement. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationship of an employee-employer or principal-agent, or to otherwise create any liability for DEPARTMENT whatsoever with respect to the maintenance, activities, and obligations of VENDOR or any other party. VENDOR shall be solely responsible for and DEPARTMENT shall have no obligation with respect to payment of all Federal Income, F.T.C.A., and other taxes owed or claimed to be owed by VENDOR, giving rise to VENDOR'S association with DEPARTMENT pursuant hereto, and VENDOR shall indemnify and hold DEPARTMENT harmless from and against any and all liability from all taxes, damages, claims, costs, penalties, liabilities, and expenses (including attorney or incurred because of, incurred by, or otherwise with respect to any such taxes).

**ARTICLE VII
MISCELLANEOUS PROVISIONS**

- 1.1 **Interruption.** Where there exists the impossibility hereunder due to AGREEMENT and other provisions of bilateral contractual Agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.
- 1.2 **Severability.** Each paragraph and provision hereof is severable from the entire AGREEMENT and if any provision is held to be invalid, the remaining provisions shall nevertheless remain in effect.
- 1.3 **Contract Assails Agreement.** There shall be no assignment or novation of this AGREEMENT without the prior written consent of both parties.
- 1.4 **Law of Issue.** This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in the county of the applicable contract parties in which this agreement was entered.

Section 1.1 - Deleted
Section 1.2 - Deleted

- 4. A material failure to meet, observe, perform, meet, or comply with any agreement, term, or provision hereof, which failure constitutes a period of ninety (90) days after receipt of VENDOR of written notification hereof.

4. (1) After in writing its inability to pay its debts, (2) make a general assignment for the benefit of creditors, (3) suffer a decree or order appointing a receiver or trustee for it or substantially all of its property, and, if correct where it is correct, same is not stayed or discharged within one (1) day of such decree or order, (4) suffer filing under any law relating to bankruptcy, insolvency, or the reorganization for relief of debtors to be approved or, if corrected by it, not to be reformed or signed within sixty (60) days of such filing, or (5) suffer any judgment, writ of attachment or execution, at any public process (court or listed agency) judicial part of its property that is not released, stayed, bonded, or noticed within sixty (60) days after such issuance of levy, and

A. The agreement by DEPARTMENT shall any statement, representation or warranty in this AGREEMENT is false, misleading, or deceptive in any material respect.

- 1.1 **Waiver by DEPARTMENT.** Upon the occurrence of an Event of Default by VENDOR, DEPARTMENT shall notify VENDOR of such Event of Default, and subject to the time provisions of Section 1.1 hereof, DEPARTMENT shall have the right to pursue any remedy it may have at law or in equity, including, but not limited to: (a) suspend referral of Defendants; (b) suspend payment of all other unpaid amounts owed to VENDOR; (c) suspend all monies due to VENDOR; and (d) commence and maintain an action to enforce its right to such Event of Default; and (e) commence and maintain an action to enforce its right to such Event of Default. In the event of VENDOR's refusal to act as a Default, DEPARTMENT shall have the further obligation to VENDOR after such removal and in such event, VENDOR agrees to cooperate with DEPARTMENT regarding a lawsuit to give proceeds of Services.

1.1 **Default by DEPARTMENT.** The following shall constitute an Event of Default on the part of DEPARTMENT: Failure by DEPARTMENT to pay within thirty (30) days after Payment is due any Payment required to be paid pursuant to the terms hereof, provided such failure to pay shall not constitute an Event of Default if the Comptroller of the State of Texas has withheld any payments pursuant to statutory authority.

1.1 **Waiver by VENDOR.** Upon an Event of Default by DEPARTMENT, VENDOR'S DEPARTMENT shall be to commence this AGREEMENT upon such occurrence. VENDOR shall be notified in writing Payment from DEPARTMENT for all Services satisfactorily furnished hereunder up to and including the date of termination.

Section 1.1(a) - Deleted
Section 1.1(b) - Deleted

- 1.1 **Waiver.** All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or filed by registered mail or by certified mail, return receipt requested, postage prepaid.

1.1 **Entire.** This AGREEMENT incorporates all the agreements, contracts, and understandings between the parties hereto (including the subject matter hereof) and all such contracts, agreements, and understandings have been merged into this written AGREEMENT. No other prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless attached hereto under previous headings.

1.1 **Assignment.** No change in the AGREEMENT shall be made except upon mutual agreement of both parties.

1.1 **Headings.** The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.

1.1 **Counterparts.** This AGREEMENT may be executed in any number of and by the different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

1.1 **Entirety and Definitive.** All previous proposals and terms, whether used in the negotiation, formation, or making, shall include all other parties; the regular shall include the printed and the physical shall include the original.

Section 1.1(a) - Deleted
Section 1.1(b) - Deleted

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT including the Exhibits attached hereto and incorporated herein by reference to be signed as of the date first above written.

EXHIBIT A
This page on next

Executed in Winkler County, Texas by

DEPARTMENT: Winkler County Community Supervision and Corrections Department

BY: _____
TITLE: _____
DATE: _____

VEHICLE: LeTigo Nissan 2011
BY: [Signature]
TITLE: CCDC CASEY
DATE: 09-16-15

SAC: _____
CC: EDCD Department Dir
Winkler County Auditor
1740

EXHIBIT B
Monthly Income Tax

To be provided by Vendor

EXHIBIT C
Expendable Costs

- Any item allowable by state or any authorized agency, statute, policy, or procedure involving, but not limited to, federal guidelines for operations of for-profit and non-profit entities.
- Autosole leasings
- Sale fees
- Building and Land purchase, rental, purchase, lease purchase, renovation.
- Cash payment to outside recipients of services.
- Equipment lease (including, \$1,000 (CPL), Mobile and Equipment use and use) covered by a state contract or other program. Such items may be changed to the program only through an approved legislative methodology.
- Expenses in connection with or as a result of vendor-related services (or otherwise) related costs.
- Interest on debt incurred to acquire by other funds and interest to amounts paid by the CCDC for vendor services.
- Fees and Penalties.
- Forms, Forms, Computers, and Accessories.
- Publication, Marketing, and Advertising (advertising is allowable for personal services and procurement of goods and services only).
- Legislative expenses for payment to any elected official from funds received from the CCDC.
- Officing.
- Postage or in the behalf of individuals related or principals of any vendor-affiliated organization(s) or in their employment, unless it is directly related to or unless specifically approved in writing from the CCDC and
- Vendor Product

A motion was made by Commissioner Thompson and seconded by Commissioner Neal to approve Interlocal Agreement between Lubbock County, Texas and Winkler County, Texas for the West Texas Regional Public Defender for Capital Case Task Force and approve payment in the amount of \$1,238.00 to Regional Public Defender Office/Lubbock County for 2016 participation from legal services budgeted funds; which motion became an order of the Court upon the following vote:

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

INTERLOCAL AGREEMENT

This Interlocal Agreement (the "Agreement") is made by and between LUBBOCK COUNTY, TEXAS ("LUBBOCK COUNTY"), a political subdivision of the State of Texas, acting through the Regional Public Defender for Capital Cases (the "RD"), and WINKLER COUNTY, TEXAS ("PARTICIPANT"), a political subdivision of the State of Texas, (also individually a "Party" or collectively the "Parties"). This Agreement is made pursuant to the law of Texas and Texas Code of Criminal Procedure §6844(c), and Texas Government Code Chapter 91.

RECITALS

WHEREAS, each Party finds (1) that the purpose of this Agreement is necessary for the benefit of the public; and (2) that it has the legal authority to perform and to provide the government function or service which is the subject matter of this Agreement, and

WHEREAS, the performance of this Agreement by LUBBOCK COUNTY and PARTICIPANT will be in the common interest of the Parties.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I

PROGRAM

1.01 **Program Purpose and Term.** The Regional Public Defender for Capital Cases (the "RD") is funded predominantly by the Texas Indigent Defense Commission Multi-Year Discretionary Grant Program Fund (the "TIDC"), will provide court-appointed counsel to individuals charged with the offense of capital murder (including) in the participating counties and who were either in the state prison system, having in each of the Texas Department of Criminal Justice within the region who are charged with capital murder and sentenced to be imprisoned by the State Council on Offenders, or to provide counsel in the case of a capital. Capital murder cases that appear on the list of cases of the Texas Department of Criminal Justice must first be assigned to the average number of capital murder cases that is a county.

Participant recognizes that resources from other Administrative Request are used participating in the program. Each county's participation shall be based upon funding by the Texas Indigent Defense Commission Multi-Year Discretionary Grant Program Fund in the amount of \$1,200,000 for FY14 and \$1,200,000 for FY15 as approved by the 80th Texas Legislature, and participating countercases will be equally weighted and/or included in the program.

Participant is committed to providing the TIDC is obligated to provide funds to support the PD in the amount of \$2,250,000 for FY14 and the amount of \$1,200,000 for FY15 in addition to the legislative appropriations heretofore provided in the paragraph above. It is intended that the TIDC may consider additional funding incrementally during Fiscal Year

2014 and the previous five fiscal years' data on the website PARTICIPANT and its approved counsel to capital murder cases, if available.

1.02 **Additional Funds.** PARTICIPANT will contribute to cover the expense of additional reports as approved by the local court.

1.03 **Fee Involvement and Noncase Specialist.** The PD will provide a fee schedule and complete specialist in cases assigned to the PD office.

1.04 **No Other Court Involvement.** Neither the TIDC nor the PD will provide any additional costs associated with representation of indigent defendants. Cases of indigent in any other national case shall be handled by PARTICIPANT.

ARTICLE II

OTHER TERMS AND CONDITIONS

2.01 **Notice and Address.** Unless otherwise specifically provided herein, all notices, reports, and requests required under this Agreement shall be given in person or by certified or registered mail, addressed to the proper Party, at the following address:

TO LUBBOCK COUNTY:

Honorable Tom V. Head
County Judge
Lubbock County
PO Box 10225
Lubbock, Texas 79408

And

Jack Hollinger
Chief Public Defender
Regional Public Defender for Capital Cases
P.O. Box 2007
Lubbock, Texas 79408

TO PARTICIPANT:

Honorable Charles H. Wolf
County Judge
Winkler County
P.O. Box 100
Karnes, Texas 79161

2014 and 2015, however, the TIDC funding is not intended to be less than detailed above. In order to provide adequate funding for the PD office and a fund balance for emergency situations, counties in the region will contribute (with a maximum contribution of \$1,000 per county) per the detailed county allotment schedule attached as Attachment 1 and incorporated herein for all purposes. Based upon this contributing approach, participating counties shall provide the remaining operating costs based upon a formula taking into account the population of the county as a percentage of the total of the 240 eligible counties (276) and the average number of capital murder cases filed between 2010 and 2013 as a percentage of the 240 eligible counties (276).

This Interlocal Agreement shall become effective October 1, 2014, and continue through September 30, 2016. Thereafter, this agreement shall renew automatically each October 1st for a successive one-year term through September 30, 2017, unless otherwise terminated under this agreement.

1.05 **Judicial Authority in Assigning PD.** The District Courts in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, 8th and 9th Administrative Judicial Regions in eligible counties may participate in the Program. The Program allows the Honorable Judges of the Judicial District having jurisdiction within PARTICIPANT's geographic boundaries to appoint the PD for the trial of cases of capital murder cases. In the event of a conflict of interest among jurisdictions as a legal authority for the PD which prevents acceptance of an appointment, the trial court shall appoint an attorney of its own choice for the PD as the PARTICIPANT's expert.

1.06 **Rules and Responsibilities of the PD.** The PD will represent defendants at the trial or pre-trial phase only. All decisions pertaining to the prosecution of the case will be at the sole discretion of the PD. The PD will at all times be guided by and comply with his or her duties as a licensed attorney in the State of Texas and the Texas Disciplinary Rules of Professional Conduct in creating these Attachments.

1.07 **Program Analysis.** At least quarterly throughout the period of the grant and at the end thereof, the PD will prepare an analysis of the Program, as well as an annual cost for PARTICIPANT's continued participation after all grant funds are expended. The analysis will include a fiscal analysis and an analysis of the effectiveness of the PD in meeting pre-established goals and objectives. The PD will provide copies of the analysis to PARTICIPANT's Commissioners Court and to the Honorable Judges identified in the Participating Administrative Judicial Region. PARTICIPANT shall have three months from the time the cost analysis is provided to the Commissioners Courts to consider the analysis and determine whether it will continue to participate in the Program. If PARTICIPANT requests to continue participating in the Program, a new judicial agreement as to funding and the funding cycle will be necessary.

1.08 **Data for the Analysis.** As consideration for its participation in the Program, PARTICIPANT agrees to provide the PD information as needed to conduct the analysis, including the current program schedule for court appointed counsel on capital murder

2.02 **No Fundraising.** Nothing contained in this agreement is intended to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint venture, nor does it impose any Party as an agent of the other Party, for any purpose whatsoever.

1.09 **Waiver.** The failure of any Party to assert upon the performance of any terms or provisions of this Agreement or to exercise any right provided hereunder shall not constitute a waiver of that Party's right to assert upon appropriate performance or to assert any such right on any future occasion.

1.10 **Benefit of the Parties.** The terms and conditions of this Agreement are solely for the benefit of the Parties and are not intended to create any rights, obligations or otherwise, for any other person or entity.

1.11 **Force Majeure.** If the performance of any obligation under this Agreement is delayed or entirely unfeasible beyond the control of the Party obligated to perform ("Force Majeure"), the Party shall be excused from performing its obligations during that period, so that the time period applicable to the performance shall be extended for a period of time equal to the period that Party was delayed due to the cause of Force Majeure.

1.12 **Interruption.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

1.13 **Entire Agreement Superseded.** This Agreement supersedes the only agreement of the Parties and represents the entire understanding or contract or oral agreement between the Parties regarding the subject matter herein.

1.14 **Amendments.** In order to be binding, an amendment to this Agreement must be in writing, shall be signed by all of the Parties, and executed by the Parties.

1.15 Withdrawal of Funds

(a) **Voluntary Withdrawal.** Voluntary withdrawal by PARTICIPANT from any agreement shall occur upon the affirmative decision by PARTICIPANT's Commissioners Court to withdraw from this Agreement and the withdrawing PARTICIPANT giving at least one business day notice (BND) calendar days' notice to LUBBOCK COUNTY and the PD. The effective date of voluntary withdrawal shall be one business day after (BND) calendar days after the withdrawing Participant gives notice to LUBBOCK COUNTY.

(b) **Involuntary Withdrawal.** PARTICIPANT shall be deemed to have involuntarily withdrawn from this Agreement upon the failure by the PARTICIPANT to pay any

containing payment by the due date, as provided in a notice to the PARTICIPANT. PARTICIPANT shall be given thirty (30) days written notice of non-payment by the PD office and shall not be deemed to be in default until the expiration of those (30) days after receipt of the written notice.

11. In the event that PARTICIPANT withdraws under 10. (a) and the PD is approving an individual or individuals who have been appointed by a court in PARTICIPANT'S county, beginning on the effective date of the withdrawal, PARTICIPANT shall be responsible for timely payment of \$120.00 per hour for the first eight attorney, \$120.00 per hour for the second eight attorney, \$60.00 per hour for the remaining attorney and \$300.00 per hour for the investigator. Additionally, PARTICIPANT shall also timely pay upon receipt and documentation of investigative costs incurred by the PD including but not limited to travel, lodging, meals and court costs.

SIGNED AND EXECUTED this 22nd day of Oct 2015

COUNCIL OF JURORS

COUNTY OF BULLOCK

Respectfully Thomas Y. Thiel
County Judge

C. D. Maty
Honorable Charles M. Wall
County Judge

ATTEST:

ATTEST:

Honorable Kelly Patten
Bullock County Clerk

Kelly Patten
Bullock County Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

Jack Zwilger
Chief Public Defender
Regional Public Defender
for Capital Cases

REVIEWED FOR FORM:

REVIEWED FOR FORM:

S. Fred Day
Civil Division Chief
Criminal District Attorney's Office
Bullock County

County	2014 Tax	% Total	% of State	% of State	2014 Tax	2015	2015
Adair	28,438	0.04%	0.3	0.04%	120,828.83	120,828.83	
Adams	14,788	0.02%	0.4	0.02%	17,357.31	17,357.31	
Albany	88,771	0.07%	1.3	0.06%	128,932.07	128,932.07	
Anderson	22,758	0.02%	0.2	0.13%	28,288.97	28,288.97	
Ashe	3,034	0.00%	0.0	0.00%	11,374.48	11,374.48	
Beaufort	1,807	0.00%	0.0	0.00%	11,000.00	11,000.00	
Bladen	44,871	0.04%	0.8	0.04%	114,618.56	114,618.56	
Blount	28,477	0.02%	0.8	0.02%	113,588.78	113,588.78	
Boone	7,182	0.00%	0.0	0.00%	28,171.62	28,171.62	
Botetourt	20,485	0.02%	0.1	0.02%	28,750.21	28,750.21	
Brunswick	24,717	0.02%	0.0	0.00%	118,423.44	118,423.44	
Buncombe	3,728	0.00%	0.0	0.00%	11,702.00	11,702.00	
Butts	31,881	0.02%	1.8	0.11%	117,001.11	117,001.11	
Camden	276,228	0.08%	0.0	0.01%	110,018.81	110,018.81	
Carteret	15,497	0.01%	0.0	0.00%	24,144.42	24,144.42	
Catawba	541	0.00%	0.0	0.00%	11,000.00	11,000.00	
Cherokee	18,252	0.02%	0.0	0.01%	24,702.77	24,702.77	
Chesapeake	22,088	0.02%	0.0	0.01%	116,118.37	116,118.37	
Clay	213,768	0.17%	1.2	0.02%	244,708.81	244,708.81	
Clayton	144,831	0.12%	0.7	0.04%	281,871.81	281,871.81	
Columbus	9,732	0.00%	0.0	0.00%	11,897.46	11,897.46	
Crawford	1,627	0.00%	0.0	0.00%	11,000.00	11,000.00	
Cumberland	7,322	0.00%	0.0	0.00%	11,257.87	11,257.87	
Dalhart	36,108	0.03%	0.8	0.04%	128,178.11	128,178.11	
Davie	17,181	0.01%	0.0	0.00%	28,800.22	28,800.22	
DeKalb	43,780	0.04%	0.1	0.00%	18,817.01	18,817.01	
Douglas	38,088	0.03%	0.1	0.00%	17,811.91	17,811.91	
Durham	21,281	0.02%	0.0	0.00%	17,271.80	17,271.80	
Edgecombe	13,844	0.01%	0.0	0.00%	14,341.62	14,341.62	
Fayette	18,401	0.01%	0.0	0.00%	18,188.17	18,188.17	
Fleming	6,182	0.00%	0.0	0.00%	11,078.41	11,078.41	
Franklin	36,484	0.03%	0.0	0.00%	111,221.11	111,221.11	
Gaston	8,982	0.00%	0.0	0.00%	11,402.76	11,402.76	
Georgetown	13,296	0.01%	0.0	0.01%	11,411.01	11,411.01	
Gibson	14,448	0.01%	0.0	0.01%	11,188.14	11,188.14	
Graham	7,341	0.00%	0.0	0.00%	11,111.88	11,111.88	
Greene	12,782	0.01%	0.0	0.00%	11,611.11	11,611.11	

Greene	2,127	0.00%	0.0	0.00%	11,880.00	11,880.00
Guilford	2,322	0.00%	0.0	0.00%	11,880.00	11,880.00
Hambleton	8,833	0.00%	0.1	0.00%	11,711.11	11,711.11
Hartsville	2,257	0.00%	0.0	0.00%	11,880.00	11,880.00
Haywood	20,814	0.02%	0.1	0.00%	11,811.11	11,811.11
Heald	108,472	0.01%	0.4	0.01%	113,452.80	113,452.80
Henderson	13,274	0.01%	0.0	0.00%	11,799.41	11,799.41
High	4,587	0.00%	0.0	0.00%	11,880.00	11,880.00
Highway	28,437	0.02%	0.0	0.00%	117,341.11	117,341.11
Johnston	18,288	0.01%	0.0	0.00%	110,591.61	110,591.61
Jones	1,500	0.00%	0.0	0.00%	11,000.00	11,000.00
Lee	4,771	0.00%	0.0	0.00%	11,941.11	11,941.11
Leech	2,114	0.00%	0.0	0.00%	11,830.90	11,830.90
Lincoln	8,228	0.00%	0.0	0.00%	11,784.34	11,784.34
Lenoir	2,284	0.00%	0.0	0.00%	11,880.00	11,880.00
Lenoir	8,701	0.00%	0.0	0.00%	11,181.74	11,181.74
Madison	13,812	0.01%	0.0	0.00%	11,404.81	11,404.81
Macon	20,797	0.01%	0.0	0.00%	11,498.11	11,498.11
Madison	18,272	0.02%	0.1	0.00%	11,514.41	11,514.41
Martin	2,211	0.00%	0.0	0.00%	11,094.17	11,094.17
Mecklenburg	2,444	0.00%	0.0	0.00%	11,090.00	11,090.00
Mitche	8,388	0.00%	0.1	0.00%	11,411.41	11,411.41
Montgomery	2,877	0.00%	0.1	0.00%	11,823.58	11,823.58
Morgan	11,783	0.01%	0.0	0.00%	11,981.49	11,981.49
Murphy	18,882	0.02%	0.1	0.00%	11,411.01	11,411.01
Nash	137,170	0.07%	0.8	0.02%	116,844.13	116,844.13
Newton	2,054	0.00%	0.0	0.00%	11,000.00	11,000.00
North	149,812	0.08%	1.0	0.07%	117,881.89	117,881.89
Onslow	17,890	0.01%	0.2	0.02%	119,797.14	119,797.14
Orange	17,886	0.01%	0.0	0.00%	117,417.67	117,417.67
Orinda	21,619	0.01%	0.0	0.00%	114,811.01	114,811.01
Osborne	28,292	0.02%	0.0	0.00%	11,771.86	11,771.86
Palmer	2,074	0.00%	0.0	0.00%	11,000.00	11,000.00
Pamlico	6,446	0.00%	0.0	0.00%	11,771.58	11,771.58
Pasquotank	7,138	0.00%	0.0	0.00%	11,000.00	11,000.00
Pendleton	15,801	0.01%	0.0	0.00%	11,818.80	11,818.80
Perquimans	19,818	0.01%	0.0	0.00%	11,811.01	11,811.01
Person	11,217	0.00%	0.0	0.00%	11,711.01	11,711.01
Robeson	17,828	0.01%	0.0	0.00%	11,318.17	11,318.17
Rockingham	29,109	0.02%	0.1	0.00%	117,496.11	117,496.11
Salisbury	6,481	0.00%	0.0	0.00%	11,114.99	11,114.99

Table with 10 columns: Precinct Name, Registered Voters, Total Population, % Registered, % Voting, Total Ballots Cast, and Total Ballots Returned. Lists precincts such as Adams, Adamsville, and various locations in Adams County, Ohio.

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Table with 10 columns: Precinct Name, Registered Voters, Total Population, % Registered, % Voting, Total Ballots Cast, and Total Ballots Returned. Lists precincts such as Adams, Adamsville, and various locations in Adams County, Ohio.

Table with 10 columns: Precinct Name, Registered Voters, Total Population, % Registered, % Voting, Total Ballots Cast, and Total Ballots Returned. Lists precincts such as Adams, Adamsville, and various locations in Adams County, Ohio.

A motion was made by Commissioner Neal and seconded by Commissioner Thompson that the following Election Judges, Alternate Judges and Central Counting Station Officials be appointed to serve for all General and Special Elections for a term beginning on August 01, 2015 and expiring on July 31, 2016:

VOTING PRECINCT	ELECTION JUDGE	ALTERNATE JUDGE
No. 101	Maxine Glander	Joan Clay
No. 201	Don Turner	Robert Leyva
No. 202	Tammie Lujan	Grace Kemp
No. 301	Donna Hayes	Mary Cobos
No. 401	Paula Michel	Lerida Amendariz

CENTRAL COUNTING OFFICIALS

Manager – Shethella Reed, County Clerk
Tabulating Supervisor – Pam Greene, Chief Deputy

Presiding Judge – Elisa Briones
 Resolution Board – Suetta Lemmon, Mary Kay Cubine and Sarah Roberts

This order applies to all General and Special Elections to be held in any political subdivision for any purpose. The Court also establishes the rate of compensation for Election Judges, Alternate Judges and Clerks at \$10.00 per hour and two (2) early voting clerks at \$12.00 per hour beginning January 01, 2015, to include compensation for attending training programs. All Precinct Election Judges will be paid \$15.00 for picking up and returning election supplies; that the following locations be established as the official polling places for each precinct:

PRECINCT NO. 101

Kermit Community Center
 118 N. Poplar
 Kermit, TX

PRECINCT NO. 201

Precinct Community Building
 735 N. Pine
 Kermit, TX

PRECINCT NO. 202

Community Center
 201 NE 3rd
 Wink, TX

PRECINCT NO. 301

Recreation Center
 1507 School Street
 Kermit, TX

PRECINCT NO. 401

Westside Community Center
 1204 W. San Antonio
 Kermit, TX

EARLY VOTING

County Clerk's Office
 Courthouse/100 E. Winkler
 Kermit, TX

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 enter asset forfeiture report of Winkler County District Attorney in Minutes of Commissioners' Court in accordance with Article 59.06, Code of Criminal Procedure, V.T.C.A.; which motion became an order of the Court upon the following vote:

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

WINNIE COUNTY MEMORIAL HOSPITAL
2015 SALARIES SCHEDULE

DATE: 9/28/2015

CLASS	MIN	MAX	TOTAL SALARY	STATUS
ADMINISTRATIVE				
1 DIRECTOR OF HOSPITAL	3	30,000	3	31,000
2 ASST. DIR. (ADMIN.)	3	21,250	3	22,250
3 ASST. DIR. (FIN.)	3	19,000	3	19,000
4 SUPERVISOR (ADMIN.)	3	17,500	3	17,500
5 ASST. MGR.	3	14,000	3	14,000
6 ASST. MGR. (CONTROLL.)	3	13,500	3	13,500
7 CHG.	3	10,500	3	10,500
8 PRN. CHG.	3	10,500	3	10,500
LABORATORY				
1 SUPERVISOR	3	11,000	3	11,000
2 TECH.	3	11,000	3	11,000
3 ASST. TECH.	3	10,000	3	10,000
4 ASST. TECH.	3	10,000	3	10,000
MAINTENANCE				
1 SUPERVISOR	3	10,000	3	10,000
2 TECH.	3	10,000	3	10,000
3 ASST. TECH.	3	9,000	3	9,000
4 ASST. TECH.	3	9,000	3	9,000
PHYSICIAN				
1 PHYSICIAN (PT)	3	10,000	3	10,000
2 ASST. PHYSICIAN	3	10,000	3	10,000
3 ASST. PHYSICIAN	3	10,000	3	10,000
PHYSICAL THERAPIST				
1 PHYSICAL THERAPIST	3	9,000	3	9,000
2 PHYSICAL THERAPIST	3	9,000	3	9,000
3 PHYSICAL THERAPIST	3	9,000	3	9,000
RECEPTIONIST				
1 RECEPTIONIST	3	8,000	3	8,000
2 RECEPTIONIST	3	8,000	3	8,000
3 RECEPTIONIST	3	8,000	3	8,000
SECRETARY				
1 SECRETARY	3	8,000	3	8,000
2 SECRETARY	3	8,000	3	8,000
3 SECRETARY	3	8,000	3	8,000
STENOGRAPHER				
1 STENOGRAPHER	3	8,000	3	8,000
2 STENOGRAPHER	3	8,000	3	8,000
3 STENOGRAPHER	3	8,000	3	8,000

WINNIE COUNTY MEMORIAL HOSPITAL
2015 SALARIES SCHEDULE

DATE: 9/28/2015

CLASS	MIN	MAX	TOTAL SALARY	STATUS
ADMINISTRATIVE				
1 SUPERVISOR	3	17,500	3	17,500
2 ASST. MGR.	3	14,000	3	14,000
3 ASST. MGR. (CONTROLL.)	3	13,500	3	13,500
LABORATORY				
1 SUPERVISOR	3	11,000	3	11,000
2 TECH.	3	11,000	3	11,000
3 ASST. TECH.	3	10,000	3	10,000
MAINTENANCE				
1 SUPERVISOR	3	10,000	3	10,000
2 TECH.	3	10,000	3	10,000
3 ASST. TECH.	3	9,000	3	9,000
PHYSICIAN				
1 PHYSICIAN (PT)	3	10,000	3	10,000
2 ASST. PHYSICIAN	3	10,000	3	10,000
3 ASST. PHYSICIAN	3	10,000	3	10,000
PHYSICAL THERAPIST				
1 PHYSICAL THERAPIST	3	9,000	3	9,000
2 PHYSICAL THERAPIST	3	9,000	3	9,000
3 PHYSICAL THERAPIST	3	9,000	3	9,000
RECEPTIONIST				
1 RECEPTIONIST	3	8,000	3	8,000
2 RECEPTIONIST	3	8,000	3	8,000
3 RECEPTIONIST	3	8,000	3	8,000
SECRETARY				
1 SECRETARY	3	8,000	3	8,000
2 SECRETARY	3	8,000	3	8,000
3 SECRETARY	3	8,000	3	8,000
STENOGRAPHER				
1 STENOGRAPHER	3	8,000	3	8,000
2 STENOGRAPHER	3	8,000	3	8,000
3 STENOGRAPHER	3	8,000	3	8,000

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 Neal and seconded by Commissioner Thompson to receive the following Monthly Reports from County Officials of fees earned and collected for the month of September, 2015:

MONTHLY REPORTS

For the Month of SEP 2015

County Official	Month	Amount	Total
Terrell Stovall, Co. Clerk	Aug 2015 \$45.00	9 2015 \$97.75	\$142.75 Total
Charles Neal, County Judge	Aug 2015 \$9.00	9-15 \$10.00	\$19.00 Total
Wanda Sabin, Tax Assessor	Aug 2015 \$751.29	Sept 2015 \$624.67	\$1,375.96 Total
Sheffield Reed, County Clerk	Aug 2015 \$2,578.11	Sept 2015 \$4,124.21	\$6,702.32 Total
George Neal, JP Precinct #2	9-30-15	\$132.10	
Sherry Terry, Galveston	10-2-15	\$204.33	
Etta Johnson, JP Precinct #1	10-7-15	\$12,915.00	
George Terry, Sheriff	10-7-15	\$2360.11	
Eric DeWitt, Probation			
Eric Wilkins, Commissioner Precinct #1			
Robbie Wolf, Commissioner Precinct #2			
Nancy Hill, Commissioner Precinct #3			
Eric Ray Thompson, Commissioner Precinct #4			
Jessica Wilkins, Public Assessment			
Patricia Evans, Treasurer			
Lee Wilson, Coroner Precinct #1			
Michael Dean, Coroner Precinct #2			

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

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

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

WINNEBAGO COUNTY LINE ITEM ADJUSTMENTS OCTOBER 12, 2015			
JUVENILE PROBATION			
ELECTRIC MAINTENANCE	10 215 1000	0	111.00
PROFESSIONAL SERVICES	10 244 0000	0	334.00
PROFESSIONAL SERVICES TO ELECTRIC MAINTENANCE			
SWEEP			
OVER TIME PAY	10 403 0141	0	4,000.00
OFFICE TRAINING	10 404 0711	0	2,500.00
TRG SUPPLIES	10 409 0310	0	5,000.00
SUPPLIES	10 409 0000	0	1,200.00
NO TRG SUPPLIES AND SUPPLIES AND OFFICE TRAINING TO OFFICE PAY			
JUVENILE ADAMS SALARIES			
TRMS CONTRIBUTION	10 037 0170	0	174.00
TRMS CONTRIBUTION	10 228 0570	0	174.00
WARRANTY TERM TO JUV 00440 12500			
EMS			
TRAINING EM	10 110 0100	0	3,000.00
EQUIPMENT	10 110 0000	0	1,000.00
EQUIPMENT TO EQUIPMENT EM			
SW PROTECTION			
SW PROTECT	10 441 0410	0	10,000.00
NON SECURITY PLUMBING	10 111 0000	0	10,000.00
NON SECURITY TO OTHERS			
IT			
SUPPLIES	10 410 0100	0	200.00
MATERIAL	10 410 0000	0	300.00
MATERIAL TO SUPPLIES			
SWEEP			
EQUIPMENT AUTO	10 404 0010	0	100.00
EQUIPMENT	10 404 0000	0	100.00
EQUIPMENT TO EQUIPMENT AUTO			
SWEEP			
VEHICLE MAINTENANCE	10 400 1010	0	1,100.00
REPAIRS	10 400 1000	0	500.00
MAINTENANCE	10 400 0000	0	1,600.00
MAINTENANCE TO POSTAGE AND VEHICLE MAINTENANCE			

WINNEBAGO COUNTY LINE ITEM ADJUSTMENTS OCTOBER 12, 2015			
HUMAN RESOURCES			
SALARY DIRECTOR/ASST	10 110 0000	0	8,700.00
CONTINGENCY	10 110 0000	0	8,700.00
CONTINGENCY TO SALARY DIRECTOR/ASST			

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

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

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

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