

EXHIBIT “A”

Winnie-Stowell Hospital District

Balance Sheet

July 16, 2014

Cash

	\$32,751.41	Prosperity Operating
	\$72,254.06	Comptroller -- Deposit 6.13.14
	\$60,178.35	Comptroller -- Deposit 7.11.14
	\$100,000.00	Wire-Bkrpty Reimbursement
Cash Balance	\$265,183.82	

Accounts Paid (in between regular meetings)

\$110.72	Sherrie Norris-Reimbursement	Ck 1524
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Accounts Payable

	\$0.00	Chambers County-Indigent care	Inv No.'s
\$27,500.00	\$12,500.00	NLH-Mgt Fee 6.2014 (pro-rated)	601135
	\$15,000.00	NLH-Consulting Serv 7.2014	601143
	\$1,000.00	Rick Labelle (\$20,000.00)	7 of 20
	\$4,915.20	Kelly Hart & Hallman	413012
		Reed Claymon Meeker & Hargett	
	\$21,977.50	Benckenstein & Oxford	June Legal Fees
	\$500.00	Hubert Oxford/B&O	1/2 retainer
	\$500.00	Josh Heinz/B&O	1/2 retainer
	\$504.55	HomeTown Press	March Publishing
\$4,000.00	\$1,500.00	Mary Ellen Robertson (CPA)	140210
	\$2,500.00	Mary Ellen Robertson (CPA)	140702
	\$1,020.70	Sherrie Norris Admin	Admin Services (April)

Checks Outstanding

Total Liabilities \$61,917.95

Total Cash Balance **\$203,265.87**

Investments

	\$223,423.11	TexStar
	\$103,275.12	Prosperity CD (447)
Total Investments	\$326,698.23	

Total Fund Balance \$529,964.10

Official Receipt for Recording in:

Chambers County CLERK
Post Office Box 728
Anahuac, Texas 77514

Issued To

WINNIE STOWELL HOSPITAL DISTRI
P0 BOX 1997
WINNIE TX 77665

**Received From
SHERRIE NORRIS

Recording Fees

Document Type	2014 Number	PAGES	Recording Amount
A/NAME	94896	28 579	24.00
A/NAME	94897	28 581	24.00
PC	0	4	4.00

Collected Amounts

Payment Type	Amount
Dir Dep 353348	52.00
	52.00

Total Received: 52.00
Less Total Recordings: 52.00

Change Due: 0.00

Thank You

Heather H. Hawthorne - COUNTY CLERK

By - BW00DY

Heather H. Hawthorne
Chambers County Clerk
P.O. Box 728
Anahuac, TX 77514
409-267-2418
Clerk: MELINDA RHAME

Payment Date: 2014-06-20 11:16:57

Receipt No: 353348

Item Purchased: RECORDING FEES

Card Type: Visa

Card Number: xxxxxxxxxxxx3430

Card Name: SHERRIE A NORRIS

Subtotal: 52.00

Convenience Fee: 1.82

Total: 53.82

You will receive two charges on your credit card statement:
The Subtotal from:

Heather H. Hawthorne
Chambers County Clerk

And the Convenience Fee from:
NET Data Corporation

Thank You!

Customer Copy

Wilcox Drug
1208 Miller St
Anahuac, TX 77514
Phone: (409) 267-6141
Fax: (409) 267-4292

Jun 20 2014 11:56AM

Receipt # 74073

Cashier: Anayeli C

Drawer #: POS02 - 1094

UPS

56.90

Subtotal

56.90

Tax Total

0.00

Total

56.90

Items: 1

Visa Tendered

56.90

Acct #...3430

Approval #...020699

Signature required for the following:

- Payment(s) require a signature

Sherrie A Norris

Signature





NEWLIGHT
HEALTHCARE

Invoice

Bill To
Winnie Community Hospital
Attn: Accounts Payable
538 Broadway Ave
Winnie, TX 77665

Invoice Number 601143
Invoice Date 7/1/2014

Due Date 7/1/2014
Terms

Description	Quantity	Rate	Amount
Consulting Services for July 2014	1	15,000.00	15,000.00

Please send all payments to:
NewLight Healthcare, LLC
Attn: Accounts Receivable
3267 Bee Caves Road
Suite 107-511
Austin, TX 78746
Customer.Care@newlighthealthcare.com

Total \$15,000.00



NEWLIGHT HEALTHCARE

Invoice

Bill To

Winnie Community Hospital
538 Broadway Ave
Winnie, TX 77665

Invoice Number

601135

Invoice Date

6/30/2014

Due Date

6/30/2014

Terms

Description	Quantity	Rate	Amount
Management Fee for June 2014 (Pro-rated from 06/06/14 - 06/30/14) - 25 days	1	12,500.00	12,500.00

Total**\$12,500.00**

Please send all payments to:
NewLight Healthcare, LLC
Attn: Accounts Receivable
3267 Bee Caves Road
Suite 107-511
Austin, TX 78746
Customer.Care@newlighthhealthcare.com

KELLY HART

CLAY M. TAYLOR
clay.taylor@kellyhart.com

TELEPHONE: (817) 878-3566
FAX: (817) 878-9280

July 9, 2014

Winnie-Stowell Hospital District
Attn: Hubert Oxford IV
3535 Calder Avenue, Ste. 300
Beaumont, TX 77706

Via E-Mail: hoxfordiv@benoxford.com
and First Class U.S. Mail

Re: Frontier Hospital
Our Firm C/M No. 09792.0100

Dear Hubert:

Our statement for legal services rendered through June 30, 2014, in the amount of \$4,915.20, is enclosed.

Should you have any questions or concerns regarding this billing, please call me. We appreciate the opportunity to assist you in this matter.

Sincerely,


Clay M. Taylor

CMT:jcm
Enclosure

1658730_1

Kelly Hart & Hallman LLP
201 Main, Suite 2500
Fort Worth, TX 76102
(817) 332-2500
Taxpayer ID# 20-3856550

Winnie-Stowell Hospital District
Attn: Hubert Oxford IV
3535 Calder Avenue, Ste. 300
Beaumont, TX 77706

July 9, 2014
Invoice #413012

Client # 09792
Matter # 09792.0100
Frontier Hospital

Legal services rendered through June 30, 2014

TOTAL FEES	\$4,915.00
TOTAL DISBURSEMENTS	\$.20
TOTAL THIS INVOICE	=====
	\$4,915.20
	=====
TOTAL AMOUNT DUE	\$4,915.20

Kelly Hart Pitre
201 Main, Suite 2500
Fort Worth, TX 76102
(817) 332-2500
Taxpayer ID# 20-3856550

Winnie-Stowell Hospital District
Attn: Hubert Oxford IV
3535 Calder Avenue, Ste. 300
Beaumont, TX 77706

July 9, 2014
Invoice #413012

Client # 09792
Matter # 09792.0100
Frontier Hospital

Legal services rendered through June 30, 2014

06/02/14	D. Keyes	Correspondence with title company.	.40	\$110.00
06/03/14	D. Keyes	Telephone call with Manuel Lena regarding IRS releases; correspondence with title company, Manuel Lena, and Hubert Oxford regarding closing issues; attention to closing issues.	3.30	\$907.50
06/03/14	C. Taylor	Attention to closing issues and title insurance issues; correspondence and calls with Hubert Oxford, Darren Keyes, Aaron Kaufman and George Tarpley; begin review of Hubert Oxford e-mail about IGT analysis.	2.10	\$630.00
06/04/14	D. Keyes	Correspondence with Clay Taylor, title company, Manuel Lena, Aaron Kaufman regarding closing issues; telephone calls with Clay Taylor, title company, and Manuel Lena; attention to closing issues.	3.70	\$1,017.50
06/04/14	C. Taylor	Review of the memorandum regarding deal structures; review of Hubert Oxford's response regarding: timing; continue to work towards closing; calls with IRS and Trustee.	1.70	\$510.00
06/05/14	D. Keyes	Correspondence with Clay Taylor, title company, Aaron Kaufman, Hubert Oxford, and Manuel Lena regarding closing issues; attention to closing issues.	3.20	\$880.00
06/05/14	C. Taylor	Coordinate first closing; forward documents to title company.	1.20	\$360.00

Kelly Hart & Hallman LLP

Winnie-Stowell Hospital District
 Matter # 09792.0100
 Frontier Hospital

Jul 9, 2014
 Invoice #413012
 Page 3

06/06/14	D. Keyes	Correspondence with title company, Hubert Oxford, and Clay Taylor regarding closing.	.40	\$110.00
06/06/14	N. Ribaldo	Assist with email to client regarding status and forward representation	.30	\$90.00
06/09/14	C. Taylor	Review of bills; send to the client in time for Board meeting; review of records filed in Chambers County related to the sale; send to counsel for the District.	.60	\$180.00
06/18/14	C. Taylor	Receipt of UCC-3's; send to District's legal team closing out the remaining transaction.	.20	\$60.00
06/25/14	C. Taylor	Respond and attention to where and to whom to direct payment for repayment of the \$100,000 administrative claim.	.20	\$60.00
	Total		17.30	\$4,915.00

-----TIME AND FEE SUMMARY-----

-----TIMEKEEPER-----		RATE	HOURS	FEEES
D Keyes	Associate	275.00	11.00	3025.00
N Ribaldo	Senior Counsel	300.00	.30	90.00
C Taylor	Partner	300.00	6.00	1800.00
	TOTALS		17.30	4915.00

Disbursements

Long Distance	0.20	
Total Disbursements		\$.20

Total This Invoice		\$4,915.20
TOTAL AMOUNT DUE		\$4,915.20

Benckenstein & Oxford, L.L.P.

3535 Calder Avenue
Suite 300
Beaumont, TX 77706

July 15, 2014

Winnie-Stowell Hospital District
P.O. Box 1997
Winnie, TX 77665

INVOICE #: 47104 HOIV
Billed through: June 30, 2014
Client/Matter #: WSHD 87250

RE: Winnie-Stowell Hospital District

PROFESSIONAL SERVICES RENDERED

06/02/14	HOIV	Met with New Light and Chris Portner regarding ownership model and ownership interest; began extensive amount of work on researching numbers and programs to determine ownership model for Winnie Community Hospital that best benefits the District and the new owners of the Winnie Community Hospital;	7.00 hrs
06/03/14	HOIV	Continued research on explaining the benefits of 100% ownership over 60% ownership; began drafting e-mail to new owner to explain numbers;	6.50 hrs
06/04/14	HOIV	Drafted extensive e-mail to counsel for CCPHD No. 1 regarding status of clinic inside of District;	1.20 hrs
06/04/14	HOIV	Exchanged multiple e-mails with New Light regarding transfer of money for U.C. Program;	0.40 hrs
06/04/14	HOIV	E-mail to Chris Portner and New Light explaining that District wants right of first refusal before Hospital is encumbered;	0.40 hrs
06/04/14	HOIV	Read and responded to e-mails from Clay Taylor and Bankruptcy Trustee regarding obtaining clean title to hospital;	0.70 hrs
06/04/14	HOIV	Continued work on IGT analysis to determine proper ownership model for Hospital and District; exchanged e-mails with Todd Beiderman and Lee Hughes regarding same;	4.00 hrs
06/04/14	HOIV	Worked with Sherrie Norris on preparing agenda for June 2014 Regular Meeting;	0.70 hrs
06/05/14	HOIV	Initiated multiple telephone conference calls with Superintendent of East Chambers, Chief of ESD #1, Ambulance Service, Commissioner Mark Huddleston, and County Judge Sylvia to discuss status of Hospital and invite them to gumbo on Friday June 6, 2014;	2.50 hrs
06/05/14	HOIV	Prepared press release for review by Elroy Henry to be distributed to Hometown Press;	4.50 hrs
06/06/14	HOIV	Read and review numerous e-mails from Clay Taylor's office regarding	2.00 hrs

		release of lien for Winnie Community Hospital and supporting documents from title company clarifying title to Winnie Community Hospital;	
06/06/14	HOIV	Provided Scott Campbell, Superintendent of the ECISD, with numerous documents he requested regarding Hospital District, FQHCs, School Based FQHCs; additional call with Campbell to explain status of District;	2.40 hrs
06/09/14	HOIV	Began drafting minutes for May 2014 Regular Meeting; circulated to Board for approval;	2.00 hrs
06/10/14	HOIV	Made final revisions to minutes from June 2014; prepared update letter to Board as to status of fees and various legal matters;	1.80 hrs
06/10/14	HOIV	Telephone conference with Chris Portner regarding meeting with CCPHD No. 1; drafted e-mail to board advising them of Portner's thoughts on meeting;	0.80 hrs
06/10/14	HOIV	Responded to e-mails from Sherrie Norris regarding status of \$10,000.00 per month indigent care payments to Winnie Community Hospital in light of Uncompensated Care IGT made on behalf of Hospital by District;	0.30 hrs
06/11/14	HOIV	Prepared final packet for Regular Meeting; attended Regular Meeting;	2.00 hrs
06/11/14	HOIV	Exchanged four (4) e-mails with Lee Hughes, New Light, regarding Nursing Home UPL partners;	0.40 hrs
06/12/14	HOIV	Received and reviewed letters of intent from New Light; distributed same to President Henry for his signature; returned signed letters to New Light;	1.30 hrs
06/13/14	HOIV	Read and reviewed CHOW forms; coordinated signature and return of signed documents with owner of Nursing Home and Trent Kreinke;	1.40 hrs
06/16/14	HOIV	Prepared election calendar; coordinated/confirmed deadlines for calendar with Heather Hawthorne, Chambers County Clerk; circulated to Board by way of e-mail;	4.50 hrs
06/16/14	HOIV	Drafted extensive email to Lee Hughes and Todd Beiderman re-emphasizing District's support for their work at the WCH;	0.70 hrs
06/16/14	HOIV	Gathered documents in response to request from Trent Kreinke regarding nursing home UPL; e-mailed him same;	0.80 hrs
06/16/14	HOIV	Drafted e-mail to Kevin Reed advising him of WSHD's continued opposition to CCPHD No 1's installation of an FQHC inside District;	0.80 hrs
06/17/14	HOIV	Exchanged eighteen (18) emails with Trent Kreinke and Gary Klein regarding DBAs for Nursing homes;	1.80 hrs
06/17/14	HOIV	Held an extensive conference call with Jay Old, proposed counsel for the CCPHD No. 1, regarding WSHD's continued opposition to CCPHD No. 1's installation of an FQHC inside District;	0.70 hrs
06/17/14	HOIV	Drafted four (4) e-mails to Jay Old, counsel for CCPHD No.1 providing him with a history of relationship between his client and WSHD and documents supporting District's legal position;	1.60 hrs

Client-	WSHD 87250	Invoice # 47104	PAGE	3
06/17/14	HOIV	Telephone conference with Glen Morgan regarding possibility of hiring him as local counsel in WSHD's dispute with CCPHD No. 1's installation of an FQHC inside District;	0.40 hrs	
06/17/14	HOIV	Drafted extensive e-mail to Glen Morgan with supporting documents regarding WSHD's dispute with the CCPHD No. 1's installation of an FQHC inside District;	0.80 hrs	
06/17/14	HOIV	Worked with Sherrie Norris on drafting a notice of Emergency Meeting re WSHD's dispute with CCPHD No. 1's installation of an FQHC inside District;	0.40 hrs	
06/17/14	HOIV	Conference calls with each board member to bring them up to speed on dispute with CCPHD No. 1's installation of an FQHC inside District and to check their availability for an Emergency Meeting;	1.60 hrs	
06/17/14	HOIV	Conference call with Commissioner Huddleston updating him on dispute with CCPHD No. 1's installation of an FQHC inside District;	0.30 hrs	
06/18/14	HOIV	Exchanged eighteen e-mails with Gary Klein, Trent Kreinke, and New Light exchanging CHOW documents to transfer nursing home licenses from nursing homes to WSHD;	1.80 hrs	
06/18/14	HOIV	Read and reviewed confirmations of filing of various lien/UCC releases, including IRS notices of discharge provided to District by Trustee;	0.70 hrs	
06/18/14	HOIV	Drafted extensive e-mail to B.A. Terrell and Bernie Daleo with supporting documents requesting their assistance in getting Greg Island's assistance with getting an Attorney General's opinion;	0.80 hrs	
06/18/14	HOIV	Exchanged three e-mails with Sherrie Notice regarding potential upcoming election deadlines;	0.30 hrs	
06/18/14	HOIV	Prepared for and attended Emergency Meeting of WSHD regarding threatened litigation arising from your CCPHD No.1's acquisition of property inside District;	1.50 hrs	
06/18/14	HOIV	Received letter from Jay Old offering a stand still; drafted a response e-mail to Jay regarding same and expressed District's concerns with his proposal;	1.20 hrs	
06/19/14	HOIV	Worked with Sherrie Norris on obtaining and organizing minutes; reviewed prior minutes from 2012 to present in preparation of filing injunction against CCPHD No.1;	3.50 hrs	
06/19/14	HOIV	Exchanged four e-mails with Representative Craig Island regarding obtaining his assistance with getting an Attorney General Opinion for acquisition of property by CCPHD No.1 inside District's territory;	0.40 hrs	
06/19/14	HOIV	Read, reviewed, and responded to ten (10) emails from Trenk Kreinke, Gary Klein, Sherrie Norris, and myself in regard to obtaining copies of CHOW documents converting nursing home licenses from nursing home to District;	1.00 hrs	
06/19/14	HOIV	Read, reviewed, and responded and to four (4) e-mails to and from Chris Portner regarding his client's position as it relates to dispute between the WSDH and CCPHD No. 1;	1.20 hrs	

06/24/14	HOIV	Received request for Winnie Financials and signature on two (2) documents to be notarized for the financials; exchanged twelve (12) e-mails regarding same;	1.20 hrs
06/24/14	HOIV	Received initial version of Management Agreement with Rose Haven Nursing Home; initial review of Agreement to determine scope;	2.00 hrs
06/25/14	HOIV	Telephone conference with Trent Krenke regarding Nursing Home UPL program and documents submitted;	0.80 hrs
06/25/14	HOIV	Received first draft of numerous agreements for Nursing Home UPL program (Business Associate Agreement between WSHD and NF, Sublease between WSHD and landlord, Master Lease, Operations Transfer Agreement between WSHD and NF, and Services Agreement with LTC Group-affiliate of NewLight); began initial review of documents; submitted changes and comments to Trenk Krienke;	5.00 hrs
06/26/14	HOIV	Received the following Nursing Home UPL documents: Signature RHR 3720-N, Signature Page MMW3720-N, MMW Certificate of Eligibility, and RHR Certificate of Eligibility; drafted e-mail explaining documents to Elroy Henry;	1.20 hrs
06/27/14	HOIV	Drafted Public Information Request to CCPHD requesting numerous documents including minutes, deeds, etc. in anticipation of filing injunction to stop their opening of FQHC in Winnie, Texas;	0.70 hrs
06/27/14	JCR	Research registered agents for Chambers Health, Bayside Community Hospital, Bayside Healthcare Foundation, and Chambers County Public Health District 1 per instruction from Hubert Oxford, IV;	0.70 hrs
06/29/14	HOIV	Drafted numerous extensive e-mails and read a number of e-mails from Jay Old, Counsel for CCPHD No. 1 in regard to CCPHD No. 1's response to Public Information request by WSH and CCPHD No. 1's reasoning for acquiring property outside of their district;	2.50 hrs
06/30/14	HOIV	Reviewed proposed letter of support for WSHD by owner of the WCH against the FQHC owned by CCPHD No. 1 inside the District's boundaries; conducted telephone conference with WCH counsel and made extensive revisions to letter;	2.50 hrs
06/30/14	HOIV	Telephone conference with Joe Deshotel regarding requesting attorney general opinion; drafted e-mail to Joe providing him with back up documents and e-mails to explain situation;	1.50 hrs
06/30/14	HOIV	Drafted extensive e-mail to Representative Joe Desotel in order to educate him on dispute between WSHD and CCPHD No. 1; attached all relevant documents;	1.20 hrs

Total fees for this matter \$21,977.50

DISBURSEMENTS

06/30/14	Copy Expense	55.02
06/30/14	Color Copy Expense	25.50
Total disbursements for this matter		<u>\$80.52</u>

BILLING SUMMARY:

Oxford, IV Hubert	87.70 hrs @	\$250.00 /hr	\$21,925.00
Roebuck, Jennifer	0.70 hrs @	\$75.00 /hr	\$52.50
TOTAL FEES			<u>\$21,977.50</u>
TOTAL DISBURSEMENTS			\$80.52
TOTAL CHARGES FOR THIS INVOICE			<u>\$22,058.02</u>
PROFESSIONAL DISCOUNT			\$0.00 CR
TOTAL BALANCE NOW DUE			<u><u>\$22,058.02</u></u>

Federal ID# 74-1646478

Invoice Terms: Net 10 Days Upon Receipt
Please Reference Invoice Number on Your Check

scott, Hometown Press

1 message

htpress99@windstream.net <htpress99@windstream.net>
To: snorris881@gmail.com

Fri, Jul 11, 2014 at 12:01 PM

Sherri, here is the invoice. The full page ad cost \$478.00 (newspapers are required by law to give legal entities, such as the Winnie-Stowell Hospital District, the lowest cost ads possible. Our lowest cost ads are for classified display at \$3.80 per column inch. At 126 column inches, the ad cost \$478.00. The invoice includes a balance forward of \$26.00.

Thank you.
scotty



invoice1.jpg
711K

THE HOMETOWN PRESS
PO BOX 801
WINNIE TX 77665 0801

Statement 6/30/2014 60

Phone Number: (409) 296-9988

1.5% Monthly interest
18% APR on amount unpaid by due date

WINNIE-STOWELL HOSPITAL DISTRICT
PO BOX 1997
WINNIE TX 77665

ID# 82

We Appreciate Your Business
Have a Safe 4th of July!

Balance Due: 504.55

Date	Description	Units	Debit	Credit
	Balance Forward		504.55	
	Balance Due		504.55	

Current	30	60	90	90+
0.00	0.00	0.00	478.80	25.75

Avoid service charge - Payment due date by July 23, 2014
Copy must accompany payment to be properly credited

MARY ELLEN ROBERTSON
CERTIFIED PUBLIC ACCOUNTANT
985 IH-10 NORTH, SUITE 101
BEAUMONT, TEXAS 77706

(409) 892-8901

Invoice # 140210
February 4, 2014

Winnie-Stowell Hospital District
P. O. Box 1998
Winnie, TX 77665-1997

Accounting services rendered as follows:

General Ledger Write-Up for October - December, 2013
3 months @ \$500.00 per month

1,500.00

Amount Due

\$1,500.00

Please remit to: P. O. Box 5151
Beaumont, TX 77726

MARY ELLEN ROBERTSON
CERTIFIED PUBLIC ACCOUNTANT
985 IH-10 NORTH, SUITE 101
BEAUMONT, TEXAS 77706

(409) 892-8901

Invoice # 140702
July 7, 2014

Winnie-Stowell Hospital District
P. O. Box 1997
Winnie, TX 77665-1997

Accounting services rendered as follows:

General Ledger Write-Up for January - May, 2014
5 months @ \$500.00 per month

2,500.00

Amount Due

\$2,500.00

Please remit to: P. O. Box 5151
Beaumont, TX 77726

Date	Description	Time	Expense	Mileage
06.02.14	Review email from Lee Hughes, NewLight re revised final UC Payment and IGT instructions	0.20		
	Telephone call with Lee Hughes re IGT Transaction	0.30		
	TexNet submit IGT transaction; email confirmation; email to all	0.60		
	Review email from Atty Oxford re UC/IGT Transaction	0.20		
06.03.14	Review account balances; prepare email to Atty Oxford	0.40		
	To/From Post Office; update file (Received Post Office Box Fee)	0.50		4
06.04.14	Review email from Elroy Henry re District #1 building	0.20		
	Review emails from Susan & Mary Ellen (CPA) re April Financials and board minutes; prepare email re same	0.50		
	Review email from Atty Oxford re Winnie Property with 8 attachments	0.40		
	Prepare email to Atty Oxford re June 11 agenda; reiew email from same	0.20		
	Review email from Atty Oxford re Status update on real property	0.30		
	Review email to/from Atty Oxford and Kevin Reed re bayside building	0.30		
	Review email from Susan re District CD's; scan and email CD's	0.20		
2014.06.05	Review email from Atty Oxford re Gumbo at Riceland Hospital (WCH)	0.10		
	Review email from Atty Oxford re Press Release	0.30		
	File/Post with Chambers Court Agenda Notice of Regular Meeting for 6.11.14; email to all; Review email from Court re posting notice	0.60		
2014.06.06	Review email from Atty Oxford re Press Release	0.30		
	Review email from Atty Oxford to Gloria roemer re School District	0.20		
	Reivew email from Atty Oxford re retainer	0.10		
	Reivew email from Clay Taylor re Notice of Effective Date-Winnie Hospital;	0.20		
	Review email from Atty Oxford response			
2014.06.09	Reivew email from Susan McFaddin re May bank statements; review file, scan and email same	0.50		
	Review email from Atty Oxford re Posting for June 11	0.10		
	Review email from Susan re Reed, claymon, Meeker & Hargett check; telephone call re same	0.30		
	Update District files and emails	1.00		
2014.06.10	Review email from Atty Oxford re Winnie Property	0.20		
	Review emails from Atty Oxford re May Regular minutes	0.30		
	Prepare email to Susan re TexStar statement; scan and email	0.20		
	Prepare email to Atty Oxford re Indigent care for July; review response	0.20		
	Review email from NewLight re Invoice 601122; update chart	0.20		
	Prepare email to NewLight Customer care re NewLight Invoices; review response from Mr. Janseen	0.20		
	Review email from Atty Oxford re May Invoices for Attys	0.20		
	To/From Post Office; update file	0.40		4
2014.06.11	Reivew email from Atty Oxford re B&O Invoice	0.20		
	Review email from Atty Oxford re minutes	0.20		
	Reivew files prepare chart re B&O Invoices re Atty Retainer	1.50		
	Prepare Board member packets	2.00		
	To/From Office; Attend Regular Meeting; setup and clean conference room	3.50		5

Date	Description	Time	Expense	Mileage
2014.06.12	Review emails from Atty Oxford re Letters of Intent for the East Texas Facilities	0.30		
	To/From Port Authur to have Mr. Henry sign Letters of Intent; scan signed letters and email to Atty Oxford; Review Email from Lee Hughes re same	1.50		63
	Telephone call to Heather Hawthorne at Chambers Court re election 2014	0.10		
	Telephone call to State of Texas elections division re 2014 election	0.30		
2014.06.16	Reivew email from Atty Oxford re Nov 2014 Election Calander	0.20		
	Review emails from Heather Hawthore re Nov 2014 Election	0.10		
	Review files re prior 2012 Elections; prepare Notice of Deadline to file Applications for Place on Ballot; scan and email to same	1.50		
	Review email from Atty Oxford re tax id; review file	0.20		
	Prepare email to Heather Hawthorne re draft notice of deadline to file applications for place on ballot and positions available	0.20		
	Review email from Gary Klein re NPI	0.10		
	Review email from Atty Oxford re Winne Property	0.20		
	To/From Post Office; update file	0.40		4
2014.06.17	To/From Chambers County Court, Winnie Annex and WCH to file/Post Notice of Deadline to file applications on Ballot;	2.00		55
	Review emails from Atty Oxford re 6.18.2014 Emergency Meeting	0.20		
	File/Post with Chambers Court Agenda Notice of Emergency Meeting for 6.18.14; email to all; Review email from Court re posting notice	0.60		
	Prepare email to all re file stamped copy of the Notice of Deadline to file Application for Place on Ballot	0.30		
	Update District files and emails	1.00		
2014.06.18	Review State of Texas re election for 2014 deadlines; Send email to Atty Oxford re Publishing notice in paper re election 2014; review Atty Oxford response	0.50		
	Review email from Atty Oxford re Press Release	0.10		
	Review email from Atty Oxford re Chambers Health--Winnie Property	0.20		
	Review email from Atty Oxford re 2014 Election Calendar	0.30		
	Review emails from Atty Oxford, Gary Klein, and Lee Hughes re CHOW documents; print attachments	0.30		
	To/From Office; Attend Emergency Meeting; setup and clean conference room	3.00		5
2014.06.19	Meet with Mr. Henry to sign and notarize CHOW documents for Rose Haven and Marshall Manor; email re same	1.00		
	Review email from Atty Oxford re dropbox	0.10		
	Review email from Trent Krienke re DBA's	0.20		
	To/From Office to review District files for 2009-2014 re Bayside - Winnie Property; scan and upload into dropbox and email to Atty Oxford	2.00		5
	Meet with Mr. Henry and Dan Yancey--regarding changing offices	0.30		
2014.06.20	Review email from Trent Krienke re DBA's	0.20		
	Review additional emails from Atty Oxford, Gary Klein, and Lee Hughes re CHOW documents; print attachments	0.30		
	To/From Chambers County Court file DBA's for Rose Haven and Marshall Manor; and UPS to overnight to Texas Dept of Aging & Disability; Scan and email to Atty Oxford and Gary Klein	2.00		36
	To/From Post Office; update file	0.40		4

Date	Description	Time	Expense	Mileage
2014.06.21	To/from Office to move office from WCH to SVDP (WCH is to paint, fix ac and clean offices)	2.50		5
2014.06.25	Review email from Attorney Oxford re District payment instructions re bankruptcy administrative claim; reply to same	0.20		
2014.06.26	Review email from Atty Oxford re Signature pages re Rose Haven and Marshall Manor; meet with Mr. Henry to sign and notarize; scan email; To/From post office to mail original signed	0.60		4
	Review email from Mr. Henry re picture of work on Bayside clinic; email to Board members	0.30		
2014.06.27	Review emails from Atty Oxford and Aaron Kaufman re district payment instructions; reply to same	0.30		
2014.06.30	Update District files and emails	1.00		
	To/From Post Office; update file	0.40		4
Total Hours	\$854.00	42.70		194
Total Exp	\$166.70			
Total	\$1,020.70			
Expenses				
	Cell Phone		\$50.00	
	Mileage		\$106.70	
2014.06.05	Court filing (Agenda 06.11.14)		\$5.00	
2014.06.17	Court Filing (Notice Of Deadline)		\$5.00	
2014.06.20	Court Filing Fees (DBA's-Rose Haven/Marshall Manor)	\$53.82		pd 7.3.14
	UPS Overnight Fees for (DBA's-Rose Haven/Marshall Manor)	\$56.90		pd 7.3.14
			\$166.70	



Your transaction was processed successfully.

You will receive two charges on your credit card statement:

The subtotal from: **Chambers County Clerk - Heather H. Hawthorne**

The convenience fee from: **NET Data Corporation**

Office Name: Chambers County Clerk - Heather H. Hawthorne
P.O. Box 728
Anahuac, TX 77514
409-267-2418

Receipt/Confirmation Number: 352567
Chambers County Clerk - Heather H. Hawthorne Auth Code: H44384

NET Data Auth Code: H44087

Payment Date: 2014-06-17 14:34:43 CDT

Billing Information		Credit Card Information	
First Name:	Sherrie	Name on Card:	Sherrie Norris
Last Name:	Norris	Card Number:	xxxxxxxxxxxx9130
Address 1:	PO Box 1803	CVV Number:	xxx
Address 2:		Card Type:	Master Card
City:	Winnie	Expiration Date:	xx/xxxx
State:	TX	Your Order Amount	
Zip Code:	77665	Payment Amount:	\$4.00
Country:	US	Convenience Fee:	\$1.00
Email:	snorris881@gmail.com	Total Amount:	\$5.00
Phone:	4092013922		

Item: WSHD Agenda for Emergency Meeting 2014.06.18





Your transaction was processed successfully.

You will receive two charges on your credit card statement:

The subtotal from: **Chambers County Clerk - Heather H. Hawthorne**

The convenience fee from: **NET Data Corporation**

Office Name: Chambers County Clerk - Heather H. Hawthorne
P.O. Box 728
Anahuac, TX 77514
409-267-2418

Receipt/Confirmation Number: 358278
Chambers County Clerk - Heather H. Hawthorne Auth Code: H85406
NET Data Auth Code: H85107
Payment Date: 2014-07-11 08:45:01 CDT

Billing Information		Credit Card Information	
First Name:	Sherrie	Name on Card:	Sherrie Norris
Last Name:	Norris	Card Number:	xxxxxxxxxxxx9130
Address 1:	PO Box 1803	CVV Number:	xxx
Address 2:		Card Type:	Master Card
City:	Winnie	Expiration Date:	xx/xxxx
State:	TX	Your Order Amount	
Zip Code:	77665	Payment Amount:	\$4.00
Country:	US	Convenience Fee:	\$1.00
Email:	snorris881@gmail.com	Total Amount:	\$5.00
Phone:	4092013922		

Item: WSHD Agenda for Regular Meeting 2014.07.16



Exhibit “B”

DURBIN & COMPANY, L. L. P.

Certified Public Accountants

2950 50th Street

Lubbock, Texas 79413

(806) 791-1591

Fax (806) 791-3974

July 7, 2014

Mr. Elroy Henry, Board President and Sherrie Norris
Winnie-Stowell Hospital District
538 Broadway
Winnie, Texas 77665

We are pleased to confirm our understanding of the services we are to provide for Winnie-Stowell Hospital District (the "District") for the year ended December 31, 2013. We will audit the financial statements of Winnie-Stowell Hospital District, which comprise the statement of net position as of December 31, 2013, the related statements of revenues, expenses, and changes in net position, and cash flows for the year then ended, and the related notes to the financial statements. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Winnie-Stowell Hospital District's financial statements. Such information, although not a part of the financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Winnie-Stowell Hospital District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the financial statements, and other knowledge we obtained during our audit of the financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.

Audit Objective

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or

forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

Management Responsibilities

Management is responsible for the financial statements and all accompanying information as well as all representations contained therein. You agree to assume all management responsibilities for any nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

If you intend to reproduce and publish the financial statements and our report thereon, they must be reproduced in their entirety. Inclusion of the audited financial statements in any document should be

done only with our prior approval of the document. You are responsible to provide us the opportunity to review such document before issuance.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Winnie-Stowell Hospital District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

The auditors' procedures do not include testing compliance with laws and regulations in any jurisdiction related to Medicare and Medicaid antifraud and abuse. It is the responsibility of management of the entity, with the oversight of those charged with governance, to ensure that the entity's operations are

conducted in accordance with the provisions of laws and regulations, including compliance with the provision of laws and regulations that determine the reported amounts and disclosures in the entity's financial statements. Therefore, management's responsibilities for compliance with laws and regulations applicable to its operations, include, but are not limited to, those related to Medicare and Medicaid antifraud and abuse statutes.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We expect to begin our audit in July and to issue our reports by the September Board meeting. Brent Fuller is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. Our fee for this engagement will be at our regular rates and will be based on our understanding that District personnel will prepare audit schedules in a timely manner and locate any supporting documentation we require to complete the engagement.

Billings are rendered monthly so that you may readily relate our charges to the work performed. In addition to billed charges, billings will include travel, printing, postage and other out-of-pocket costs. Each invoice is payable on receipt. Past due invoices must be current before an audit report can be rendered due to possible independence conflicts. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We appreciate the opportunity to be of service to Winnie-Stowell Hospital District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Brent Fuller, CPA
Durbin & Company, L.L.P.

RESPONSE:

This letter correctly sets forth the understanding of Winnie-Stowell Hospital District.

By: _____
Elroy Henry
Title: _____
President
Date: _____

By: _____
Sherrie Norris
Title: _____
District Administrator
Date: _____

Exhibit “C”

BANK DEPOSITORY AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF CHAMBERS §

THIS BANK DEPOSITORY AGREEMENT is entered into as of the ____ day of _____, 2013, by and between Winnie Stowell Hospital District (“WSHD”), a political subdivision of the State of Texas (the “District”), and Texas First Bank, a Texas state-chartered bank (the “Bank”).

RECITALS:

WHEREAS, the District has designated the Bank as a depository for certain funds of the District; and

WHEREAS, the District requires continuous security for all funds deposited with the Bank; and

WHEREAS, the Bank is a member of the Federal Deposit Insurance Corporation and, under the terms of the Federal Deposit Insurance Act, funds deposited with the Bank are insured to the extent of at least the amounts established by Federal law; and

WHEREAS, the Bank has agreed to secure deposits of the District with securities which are acceptable as collateral under the Public Funds Collateral Act (Texas Government Code Chapter 2257) and the District’s Investment Policy, both as amended from time to time (collectively, “Approved Securities”) with an aggregate market value, increased by accrued interest, at least equal at all times to the amount of funds of the District on deposit with the Bank in excess of the amounts insured by the Federal Deposit Insurance Corporation or its successor, which Approved Securities will be pledged to the District; and

WHEREAS, the District and the Bank wish to enter into a written agreement, setting forth the terms and conditions upon which the Bank will transfer funds from the account of the District upon telephonic, telegraphic, oral or written instructions for the transfer of funds of the District;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

Section 1. The Bank represents and warrants that it is a member of the Federal Deposit Insurance Corporation and, under the terms of the Federal Deposit Insurance Act, funds deposited with the Bank are insured to the extent of at least the amounts established by Federal law

Section 2. The Bank shall secure all deposits of the District with Approved Securities having a market value at all times equal to or greater than the funds of the District on deposit with the Bank, to the extent the funds are not insured by the Federal



Deposit Insurance Corporation or its successor. The Approved Securities shall be deposited and pledged in safekeeping at another reputable bank or banks that have safekeeping accounts for the Bank or at a trust or safekeeping department within the Bank. The Bank shall: maintain a separate, accurate, and complete record relating to a pledged investment security, a deposit of District funds, and a transaction related to a pledged investment security; furnish a written schedule of the deposited and pledged securities to the District on a monthly basis; and, ensure that the any banks holding such deposited and pledged securities in safekeeping furnish the District with appropriate safekeeping receipts.

Section 3. The Approved Securities shall be pledged to secure the payment in full upon demand of any demand deposits of the District in the Bank and the payment in full at maturity or after the expiration of the period of required notice of all time or savings deposits in the Bank. Upon such demand, maturity, or notice, the Bank shall faithfully pay over to the District or any successor bank all balances remaining in the accounts, and, upon this payment, the Approved Securities shall be released. Upon default in payment by the Bank and after giving five days' written notice to the Bank of the default, the District has all of the rights of a secured party under the Uniform Commercial Code with respect to pledged bonds.

Section 3. If the Bank desires to sell or otherwise dispose of one or more of the Approved Securities held in pledge, it may, subject to the approval of the District, substitute for any one or more of the Approved Securities other securities of the same character and amount, and this right of substitution will remain in full force and may be exercised by the Bank as often as it may desire to sell or otherwise dispose of any original or substitute securities; provided, however, that the aggregate amount of the Approved Securities held in pledge will always be such that the aggregate market value thereof is at least equal to the amount of the deposits increased by accrued interest and decreased by the amount insured by the Federal Deposit Insurance Corporation.

Section 4. If, at any time, the Approved Securities held in pledge have an aggregate market value in excess of the sum on deposit, as increased by accrued interest and decreased by the amount insured by the Federal Deposit Insurance Corporation, then the Bank will have the right to withdraw securities equal in amount to the amount of the excess. In the event of withdrawal, the Bank will promptly notify the District.

Section 5. When the Bank has paid out present and future deposits of the District to the extent that the amount that remains on deposit, including accrued interest, is less than the amount insured by the Federal Deposit Insurance Corporation, the Bank may withdraw all securities held in pledge under this agreement, but prompt notice of the withdrawal must be given to the District.

Section 6. The Bank is hereby authorized to honor, execute, and charge to the District's account at the Bank telephonic requests or orders for the transfer of funds of the District when these requests are received from the authorized representatives of the District specified below and when the requests or orders are for the sole purpose of transferring funds of the District from one District account to another District Account

within the Bank. "District Account" means any account opened in the name of the District, with a signature card on file requiring the signatures of two members of the Board of Commissioners on any check or draft issued.

Section 7. The following District board members ("Authorized Representatives") are hereby authorized to issue orders for the transfer of funds of the District under Section 6 of this agreement:

Elroy Henry, President
Jeff Rollo, Vice President
Raul Espinoza, Director
Sharon Burgess, Director
Edward Murrell, Director

The District, upon affirmative vote of at least three commissioners in a public meeting, may from time to time amend this list of Authorized Representatives at its sole discretion. The District will provide the Bank notice of any amendment.

Section 8. The District will supply to the Bank any other information that the Bank may reasonably request, including, but not limited to, money amounts, accounts affected, date of transfer, supplemental instructions and further evidence of any representative's authority to transfer funds or to do any other act contemplated under these procedures. The Bank will assign the District a Security Code Number which Authorized Representatives will use when requesting the Bank to make funds transfers as authorized hereunder.

Section 9. Bank services will be priced in accordance with the Bank's published Commercial Account Service Charge Schedule and other published price lists. A monthly account analysis will be provided by Bank itemizing services rendered and the price of the services. If net available balances maintained are not sufficient to cover cost of services rendered, Bank will charge the District's account for the deficit. Notwithstanding the above, the Bank shall not charge for the written schedule required by Section 1, above.

Included in and required as part of the duties to be provided by the Bank to the District are the following:

1. Preparation of monthly statements showing debits and credits.
2. Preparation of all accounts, reports and records as needed for audits.
3. Preparation of such other reports, accounts and records from time to time required by the District which are prepared and maintained during Bank's normal course of business.

The Bank shall charge the District at the prevailing rate applicable to other Public Fund customers for furnishing the quantity, quality and type of checks necessary for the District's use during the period for which this agreement is effective.

Section 10. Each of the parties reserves the right to cancel and terminate this Agreement by giving at least 30 days' written notice, by certified mail, to the other party. In such event, this Agreement shall terminate at the expiration of the 30-day notice period.

Section 11. Nothing contained herein shall be construed to contravene the National Banking Laws or the rules and regulations promulgated from time to time by the Comptroller of the Currency.

IN TESTIMONY WHEREOF, the parties have executed this agreement in duplicate original by and through the undersigned, their respective duly authorized officers.

**WINNIE STOWELL HOSPITAL DISTRICT
("WSHD")**

By: _____
_____, President
Board of Commissioners

ATTEST:

_____, Director
Board of Commissioners

By:
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

**RESOLUTION ADOPTING INVESTMENT POLICY, STRATEGIES,
GUIDELINES AND MANAGEMENT PRACTICES FOR
WINNIE STOWELL HOSPITAL DISTRICT**

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

WHEREAS, Winnie Stowell Hospital District (“WSHD”) is a political subdivision of the State of Texas, created and operating under Chapter 286, Texas Health & Safety Code (the “Code”); and

WHEREAS, Section 2256.005 of the Texas Government Code, (the “Public Funds Investment Act”), requires an emergency services district to adopt an investment policy and investment strategies for each of the funds under its control; and

WHEREAS, the Board of Commissioners of WSHD desires to adopt an investment policy, strategies, guidelines and management practices for the District;

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF EMERGENCY SERVICES COMMISSIONERS OF WSHD THAT THE FOLLOWING INVESTMENT POLICY, STRATEGIES, GUIDELINES AND MANAGEMENT PRACTICES ARE ADOPTED:

**ARTICLE I._
DEFINITIONS**

1.1 Board. “Board” means the Board of Emergency Services Commissioners of WSHD.

1.2 Commissioner. “Commissioner” means a person appointed to serve on the Board of the District.

1.3 District or WSHD. Either the term “District” or “WSHD” means Winnie Stowell Hospital District.

1.4 Investment Officer. “Investment Officer” means a person designated by the Board to handle District investments.

**ARTICLE II._
INVESTMENT POLICY**

2.1 Purpose. This investment policy (“Investment Policy”) is adopted in order to comply with the Public Funds Investment Act and to set forth: the general policies governing investment of District funds; the specific investment strategies applicable to each particular fund of the District; the guidelines for investment of District funds, including the types of investments authorized for District funds; and the investment management policies of the District.

2.2 Scope. This Investment Policy applies to all transactions involving the investment of assets of the District.

2.3 Policy. It is the policy of the District to invest and manage all available funds in compliance with all applicable legal requirements, including state and federal law, the guidelines stated in this Investment Policy, the District's Investment Strategy set forth in Article III, and in accordance with the restrictions in any District bond resolutions, including covenants with respect to the arbitrage regulations under the U.S. Internal Revenue Code. The District's investment portfolio will be planned and managed to take advantage of investment interest as a source of income from all operating and capital funds. All investments will be made with a primary emphasis on safety of principal and liquidity, while also addressing investment diversification, yield and maturity, and the quality and capability of investment management. Notwithstanding the foregoing, investment of District funds is limited to the types of investments set forth in Section 4.02.

2.4 Standard of Care. District investments will be made with the exercise of judgment and care, under circumstances then prevailing, that persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. The District will seek to ensure that all persons involved in the investment process act responsibly and in accordance with the following investment objectives, in order of priority: 1) preservation and safety of principal; 2) liquidity; and 3) yield.

2.5 Representations and Authorized Instruments. Purchases and sales of District investments will only be initiated by an Investment Officer who is designated by resolution of the Board. The Board may, by resolution, authorize the Investment Officer to invest and reinvest funds of the District in accordance with this Investment Policy and the Investment Strategy. District funds will be invested only in those types of investments authorized under District bond resolutions, the Texas Public Funds Investment Act, as amended, the Texas Health & Safety Code and other applicable state law.

2.6 Collateralization. Funds held at a bank or trust company that are not invested, at a minimum, must be collateralized by collateral securities set forth in the Texas Public Funds Collateral Act (Texas Government Code, Chapter 2257), as amended, to the extent not covered by the Federal Deposit Insurance Corporation (FDIC), the Federal Savings and Loan Insurance Corporation (FSLIC), or their successors. The total market value of the collateral securing uninsured deposits maintained by the District will at all times be not less than 110% of the amount of such insured deposits.

2.7 Review. Compliance of District investments with this Investment Policy will be regularly monitored. This Investment Policy and investment performance and security will be reviewed and evaluated at least annually by the Board, or more frequently upon the request of any Commissioner.

ARTICLE III.
INVESTMENT STRATEGY

3.1 Purpose. The purpose of this Article is to provide an investment strategy for each fund or group of funds under the District's control.

3.2 Investment Objectives Applicable to All Funds. The District's overall objectives with regard to the District's group of funds, which is comprised of the funds set forth in Section 3.03(A)-(C), are as follows, in order of priority:

- A. Suitability: The District will give priority to understanding the suitability of each investment to the financial requirements of the District.
- B. Safety of capital: The primary objective of the District is to ensure the preservation and safety of principal.
- C. Liquidity: The District will maintain sufficient liquidity to ensure adequate and timely availability of funds necessary to pay obligations as they become due.
- D. Marketability: The District will strive to ensure the marketability of the investment.
- E. Diversification: The District will seek to ensure diversity in its investment portfolio.
- F. Yield: The District will seek to optimize return on investments within the constraints of safety and liquidity.

3.3 Investment Objectives Applicable to Individual Funds. In addition to the overall objectives set forth in Section 3.02, the following particularized objectives apply to each of the District's individual funds:

- A. Operating Fund. The particularized investment objectives for the operating fund are: preserving the safety of the principal; ensuring the funds are available as needed to pay the District's monthly operating expenses, as estimated by the annual operating budget adopted by the Board; and, ensuring that the investments can be readily liquidated in the event there are unexpected additional costs. A fund balance equal to 1 month of expenses must be kept extremely liquid for normal uses. Any balance in excess of 1 month of expenses will be kept in investments that may be liquidated easily if the need arises, but in no case may any investment mature later than 12 months after the date of purchase, unless the Board authorizes an investment with a longer maturity.
- B. Debt Service Fund. The particularized investment objectives for the debt service fund are: the safety of the principal; ensuring that funds are available as necessary to meet the debt service needs of the District; ensuring compliance with District's bond resolutions and, subject to compliance with the objectives set forth in Section 3.02 and the policies set forth in 2.03 and the satisfaction of the requirements of all bond resolutions, obtaining the maximum yield. Investments for this account will be structured to match debt service needs. When safety of principal and liquidity to match debt service are assured, yield may be considered. For funds needed for the District's next debt service payment, the investment must mature no later than 15 days prior to the date the debt service payment is due. For funds in reserve, the investment must mature no later than 12 months after the date of purchase. Because of the large amount of District funds that may exist in this account, diversification of investments will be considered.

- C. Capital Projects and Purchases Fund. The particularized investment objectives of the capital projects and purchases fund are: preserving the safety of the principal; ensuring that funds are available as needed to meet the construction needs of the District; and obtaining the maximum yield on investments. Investments of funds needed for planned capital projects or purchases with a known commencement or purchase date must mature no later than 15 days prior to the date the funds will be needed to pay for the project or purchase, as determined by the Board. Investments of funds that are not designated for specific projects or purchases must mature no later than 12 months after the date of purchase, unless the Board authorized an investment with a longer maturity.

ARTICLE IV.
INVESTMENT GUIDELINES

4.1 Purpose. The purpose of this Article is to set forth the types of authorized investments in which the District's funds may be invested and the manner in which certain investments may be made ("Authorized Investment").

4.2 Authorized Investments.

A. The District may invest its funds only in the Authorized Investments set forth in and subject to the limitations imposed by the following sections of the Public Funds Investment Act:

1. Government Code Section 2256.009: Obligations of, or Guaranteed by, Governmental Entities. Subject to the limitations set forth in Section 2256.009, Government Code, the District is authorized to invest funds in obligations of, or guaranteed by, the United States or one of its agencies or instrumentalities or obligations of, or guaranteed by, other governmental entities.
2. Government Code Section 2256.010: Certificates of Deposit and Share Certificates. Subject to the limitations set forth in Section 2256.010, Government Code, the District is authorized to invest its funds in certificates of deposit or share certificates that are: issued by a depository institution domiciled in Texas; guaranteed or insured by the FDIC or the National Credit Union Share Insurance Fund or its successor; and secured in a manner authorized under Section 2256.010, Government Code. Principal and accrued interest may not exceed FDIC limits or the collateral pledged as security for the District's investments as set forth in Section 4.04.
3. Government Code Section 2256.016: Investment Pools. Subject to the limitations set forth in Section 2256.016, Government Code, the District is authorized to invest its funds through an eligible investment pool, including the TexPool investment pool, operated by the State of Texas, if the governing Board by resolution authorizes investment in the particular pool. The maximum dollar-weighted maturity for TexPool based on the stated maturity date for the portfolio may not exceed 60 days.

- B. If the Investment Officers of the District (if not the treasurer) attend and successfully complete the training requirements under Section 2256.008, Government Code, the District may invest its funds in additional investments, subject to authorization and limitations set forth in Section 2256, Government Code.

4.3 Manner of Solicitation of Certificates of Deposit. As authorized by Section 2256.005(c), Government Code, bids for certificates of deposit may be solicited orally, in writing, electronically, or in any combination of those methods.

4.4 Security of Funds/Collateral Policy.

- A. It is the policy of the District that all funds must be insured by the FDIC or FSLIC or the collateral pledged to the extent of the fair market value of any amount not insured. The District recognizes that FDIC insurance is only available up to a maximum of \$250,000 (including accrued interest) for Interest and Sinking Fund deposits and a maximum of \$250,000 (including accrued interest) for all other deposits. The amount of funds on deposit, other than Interest and Sinking Fund deposits, at any one Texas financial institution (including branch banks located within the same county) will be totaled to determine the maximum amount of insurance coverage. Interest and Sinking Fund deposits will be totaled separately.
- B. To the extent District funds are not insured by the FDIC or FSLIC, they must be secured in the manner provided by law for the security of funds by Chapter 2257 of the Government Code (the Public Funds Collateral Act). There must be pledged as collateral for such funds, to the extent of the market value of the funds, any of the following securities: (1) government securities or obligations issued by the State of Texas, its agencies or political subdivisions, and approved by the Attorney General of Texas payable from taxes or revenues, approved by the Investment Committee, hereinafter defined; or (2) direct obligations of the United States backed by the full faith and credit of the government; or (3) any other obligations or securities authorized to be collateral securing the funds of emergency services districts under the laws of the State of Texas that are approved by the Investment Committee.
- C. A bank or trust company holding uninvested District funds must provide a summary of the funds held and the collateral securities pledged against the funds to the District on a monthly basis.

4.5 Loss of Ratings and Liquidation. An investment under Section 4.02 that requires a minimum rating does not qualify as an Authorized Investment during the period that the investment does not have the minimum rating. Upon loss of a minimum rating, the Investment Officer must take all prudent measures that are consistent with this Resolution to liquidate an investment that does not have a minimum rating.

4.6 Delivery vs. Payment. It will be the Policy of the District that all Treasury Bills, Notes and Bonds and Government Agencies' securities shall be purchased using the "Delivery vs. Payment" (DVP) method through the Federal Reserve System. By so doing, District funds are not released until the District has received, through the Federal Reserve wire, the securities purchased.

ARTICLE V.
INVESTMENT MANAGEMENT PRACTICES

5.1 Designation of Investment Officer. The District's Treasurer, will serve as Investment Officers for the District. The Board may authorize an Investment Officer to deposit, withdraw, invest, transfer, and manage the District's funds in accordance with these Investment Policies and applicable law.

5.2 Investment Training. Before the District invests funds in any investment other than an Authorized Investment, the District's Investment Officer will be required to attend training, in compliance with the Public Funds Investment Act, from an independent source approved by the Board that includes at least 10 hours of instruction relating to the Investment Officer's responsibilities within 12 months after taking office or assuming duties, and, thereafter, not less than once in a two year period that begins on the first day of the District' fiscal year.

5.3 Monitoring and Internal Reporting. The Investment Officers must regularly monitor the performance of the District's Investments, including market price and ratings. Not less than quarterly, the Investment Officers shall prepare and submit to the Board a written report of all investment transactions for the preceding quarter, signed by each Investment Officer. The report must:

- A. Describe in detail the investment position of the District;
- B. Contain a summary statement of each pooled fund group that states the beginning and ending market value for the quarter and the fully accrued interest;
- C. State the book value and market value of each separately invested asset at the beginning and end of the quarter by the type of asset and fund type invested;
- D. State the maturity date of each separately invested asset that has a maturity date;
- E. State the account or fund or pooled group fund for which each individual investment was acquired;
- F. State the compliance of the investment portfolio as it relates to the Investment Strategies and Public Funds Investment Act; and
- G. Indicate any changes in ratings of the District's investments.

5.4 Compliance Audit. The District, in conjunction with its annual financial audit, will perform a compliance audit of management controls on investments and adherence to this Resolution.

5.5 Disclosure of Investment Policy.

- A. The Investment Officer will provide a copy of this Resolution to any person seeking to sell the District an Authorized Investment. The registered principal of the business organization must execute a written acknowledgment in the form set forth in Exhibit

“A”, to the effect that he has received and thoroughly reviewed the Investment Policy of the District and acknowledged that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of the investment transactions conducted between the District and the organization. The Investment Officer may not buy any securities from a person who has not delivered to the District a written acknowledgment in the form set forth in Exhibit “A”.

- B. The Investment Officer must execute a written statement in the form set forth in Exhibit “B” to the effect that the Investment Officer has reviewed this Investment Policy and has implemented procedures and controls to comply with the Investment Policy.

PASSED AND APPROVED this ____ day of _____, 2013.

**WINNIE STOWELL HOSPITAL
DISTRICT (“WSHD”)**

Elroy Henry, President

ATTEST:

_____,
Secretary, Sharron Burgess

EXHIBIT "A"

**REGISTERED PRINCIPAL'S
CERTIFICATION OF RECEIPT
AND
REVIEW OF INVESTMENT POLICY**

THE STATE OF TEXAS

COUNTY OF CHAMBERS

I, the undersigned, _____, registered principal of _____ (entity), do hereby certify that I have been presented a copy of the Resolution Adopting Investment Policy, Strategies, Guidelines and Management Practices for Winnie Stowell Hospital District (the "Investment Policy"). I have thoroughly reviewed the Investment Policy and acknowledge that _____ (entity) has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the District and _____ (entity) that are not authorized by the District's Investment Policy.

WITNESS MY HAND THIS _____ day of _____, 20__ .

Name:

Title:

EXHIBIT "B"

**INVESTMENT OFFICER'S
CERTIFICATION OF RECEIPT
AND
REVIEW OF INVESTMENT POLICY**

THE STATE OF TEXAS

COUNTY OF CHAMBERS

I, the undersigned, _____, designated investment Officer of Winnie Stowell Hospital District ("WSHD"), do hereby certify that I have been presented a copy of the Resolution Adopting Investment Policy, Strategies, Guidelines and Management Practices for WSHD (the "Investment Policy"). I have thoroughly reviewed the Investment Policy and acknowledge that WSHD as implemented procedures and controls to comply with the Investment Policy.

WITNESS MY HAND THIS _____ day of _____, 20__ .

Name:

Title:

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
§
COUNTY OF CHAMBERS §

The undersigned officer of the Board of Commissioners of Winnie Stowell Hospital District (“WSHD”) hereby certifies as follows:

1. The Board of Commissioners of WSHD convened in a regular meeting on the ____ day of _____, 2013, at the regular designated meeting place, and the roll was called of the duly-constituted officers and members of the Commission, to wit:

- | | | |
|---------------|---|---------------------|
| Sidney Bouse | - | President |
| John Lee, Jr. | - | Vice President |
| Kate Veeder | - | Secretary |
| George Strong | - | Treasurer |
| Wayne Blanks | - | Asst. Sec/Treasurer |

and all of said persons were present, except Commissioner(s) _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at the meeting:

**RESOLUTION ADOPTING INVESTMENT POLICY, STRATEGIES,
GUIDELINES AND MANAGEMENT PRACTICES FOR
WINNIE STOWELL HOSPITAL DISTRICT**

was introduced for the consideration of the Commission. It was then duly moved and seconded that the Resolution Adopting Budget (“Resolution”) be adopted, and, after due discussion, the motion prevailed and carried unanimously.

2. A true, full and correct copy of the Resolution adopted at the meeting described in the above paragraph is attached to this certificate; the Resolution has been duly recorded in the Commission’s minutes of the meeting; the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Commission as indicated therein; each of the officers and members of the Commission was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting and that the Resolution would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; the meeting was open to the public as required by law; and public notice of the time, place and subject of the meeting was given as required by Chapter 551 of the Government Code.

SIGNED AND SEALED the ____ day of _____, 2013.

(SEAL)

Secretary, Board of Commissioners

THE STATE OF TEXAS §

§

COUNTY OF CHAMBERS §

This instrument was acknowledged before me on this ____ day of _____, 2013, by _____, Secretary of the Board of Commissioners of Winnie Stowell Hospital District, on behalf of said District.

Notary Public Signature

(seal)

Exhibit “D”

**AGREEMENT BETWEEN CHAMBERS COUNTY AND THE WINNIE-STOWELL
HOSPITAL DISTRICT RELATING TO JOINT ELECTION TO BE HELD
NOVEMBER 4, 2014**

THE STATE OF TEXAS)(

COUNTY OF CHAMBERS)(

THIS AGREEMENT is made and entered into by and between the Winnie Stowell Hospital District, and Chambers County, Texas (hereinafter referred to as the "District") and Chambers County a body corporate and politic under the laws of the State of Texas (hereinafter referred to as the "County").

RECITALS

WHEREAS, the Board of Trustees of the Winnie Stowell Hospital District has called an election to be held on November 4, 2014; and

WHEREAS, the boundary lines of Precinct 7 and 12 of the District are within the boundary lines of such voting precinct of the County, and

WHEREAS, the voting place for such precincts for the County are identical to the voting places used by the District for such precincts: and

WHEREAS, the County's voting system has been duly approved by the Secretary of State pursuant to Tex. Elec. Code Ann. §122.031-122.039, §122.061, §122.091, as amended and duly approved by the United States Justice Department for use in Chambers County pursuant to the Voting Rights Act of 1965 (hereinafter "Voting System"); and

WHEREAS, the District's desires to use the County's Voting System in its election and agrees to compensate the County for such use and to share in certain other expenses connected with such election in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended; and Chapter 791.001 of the Texas Government Code; and

WHEREAS, the County desires to provide certain election services to the District for its election to be held on November 4, 2014; NOW THEREFORE,

TERMS

In consideration of the mutual covenants, agreements and benefits to the parties, IT IS AGREED as follows:

I.

The fair and reasonable compensation for use of the County's Voting System, equipment, supplies and staff and for other services provided for administration of the election is detailed in the itemized list of estimated election expenses under Exhibit A, attached hereto and by reference made a part hereof. The District agrees to pay one-half of the County's Precinct 7 and 12 costs to the County for the Voting System, equipment, furniture, telephones, election kits, Early Voting Ballots by Mail, printing supplies, delivery and transportation services, personnel, polling places, and administrative costs for the November 4, 2014, Joint General Election (hereinafter referred to as the 11/04/14 Election) held by the County and the District in accordance with the terms of this Agreement.

The County agrees to provide polling locations, voting system equipment, tables, chairs, telephones and other equipment it deems necessary or desirable for the holding of the 11/04/14 Election and cause same to be delivered to the polling places. The County agrees to provide the Voting System to all polling places at least one hour before the time set for the opening of the polls.

II.

The District agrees to furnish the County with ballot language for the 11/04/14 Election by August 25, 2012 for programming.

Within one business day of receipt thereof, the District agrees to proofread and approve its ballot. The County will assess the District the actual cost for revising and/or reprint ballots required because of changes made by the District to its ballot during proofreading, other than the correction of simple scrivener's errors. To ensure the security of the ballot, the District hereby acknowledges and agrees that it cannot make revisions to its ballot other than during the aforesaid proofreading period. The failure of the District to timely provide its ballot language to the County and/or comply with the proofreading process outlines herein may be deemed by the County to be a cancellation of this Agreement and in that event, the District will be assessed costs as provided in Section VIII of this Agreement below.

The District will adhere to the Early Voting period and agrees to the following hours:

October 20 – October 24, 2014 8am – 5pm (Chambers County Regular 4 EV locations)

October 27 – October 31, 2014 7am – 7pm (same)

The District agrees to prepare post and publish any and all notices required of the District by state law for the 11/04/14 General Election.

III.

The County agrees to secure and arrange for the delivery of the Voting System equipment and other equipment and supplies for use in early voting by personal appearance in the 11/04/14 General Election. The County agrees to provide polling locations for use during early voting. The County is authorized to employ or use such personnel, as it deems necessary

or desirable to prepare for and conduct early voting by personal appearance.

The County agrees to provide all equipment and supplies for use in early voting by mail in the 11/04/14 Election and cause the same to be delivered to the polling places. The County agrees to provide the Voting System to all polling places at least one hour before the time set for the opening of the polls. The County shall determine the amount of voting equipment available for the 11/04/14 Election.

The County is authorized to employ such personnel as it deems necessary to program and operate the automatic tabulating equipment in accordance with Tex. Elec. Code Ann. §§124.066, 127.001 - 127.006, and 127.121 - 127.122, as amended.

The County agrees to pay the presiding judges of the County and their clerks, pursuant to Tex. Elec. Code Ann. §§32.091 - 32.093 and 271.013, as amended for their services in connection with the 11/04/14 Election. The County agrees to pay the presiding judge and clerks of the Early Voting Ballot Board to process early voting results pursuant to Tex. Elec. Code Ann. §§87.001 - 87.025, 87.101 and 87.103, as amended.

The County agrees to perform its obligations under this agreement in accordance with all applicable federal and state laws, rules and regulations in any manner that allows for the County's performance of all obligations required by this Agreement.

IV.

The fair and reasonable value of the general overall supervision and advisory services of the County in connection with decisions to be made and actions to be taken by officers of the District is ten percent (10%) of the total amount of the Agreement for the District, in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended. The District agrees to pay the County this ten percent (10%) fee for advisory services for its 11/04/14 Election. It is understood that the fees paid for these advisory services shall be deposited in a separate fund in the County treasury, in accordance with Tex. Elec. Code Ann. §31.100, as amended.

V.

As previously agreed in Section I above, the District agrees to pay the County one-half of the County's Precinct 7 and 12 expenses to be incurred by the County for the 11/04/14 Election, plus any other costs to be incurred by the District under this Agreement.

VI.

The County will charge, and the District agrees to pay a minimum cost of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) for the 11/04/14 Election. The District agrees to deliver sixty percent (60%) of this total estimated cost for its 11/04/14 Election to the County within thirty (30) days of the execution of this Agreement. The County agrees to furnish a final accounting of the 11/04/14 Election. The District agrees to pay the County's invoice for the

balance of its 11/04/14 Election expenses within thirty (30) days of receipt of the invoice. Payments, in the name of Chambers County, must be submitted to Heather H. Hawthorne, Chambers County Clerk, Attn: Elections Division, P.O. Box 728, Anahuac, TX 77514. Copies of all related invoices, records or documentation used in calculating the total cost of the election will be made available as soon as practicable by the County upon written request to the County at the address above.

VII.

The County shall provide space on the ballot sufficient to encompass the list of candidates of the District. It is understood that to the extent space is available on the ballot labels, equipment and voting places the County may contract with other political subdivisions for such purposes and that in such event there will be no reduction or adjustment of the amount to be paid to the County by the District. It is understood and agreed by the District that any increased cost associated with the addition of another political subdivision will be borne by all participating political subdivisions based on the formula for determining pro rata share set forth in Article V above.

VIII.

In the event the District's 11/04/14 Election is enjoined or canceled, or if for any reason whatsoever the District shall decide not to proceed with its 11/04/14 Election, the District agrees that it shall be responsible for its share of any costs and expenses incurred by the County up to the cancellation date.

IX.

Unless otherwise expressly provided herein, the District agrees to do all things that may be required of it in connection with the 11/04/14 Election. The District and County are responsible for the preparation of election orders, resolutions, notices and other pertinent documents for adoption or execution by the appropriate officer of the District and County with regard to the 11/04/14 Election, and neither the County nor the District shall have any responsibility or duty in connection with such preparations by the other party hereto.

X.

Any notices permitted or required to be given under this Agreement must be made by certified mail, return receipt requested or hand-delivered to the County at the following address:

Chambers County Clerk – Heather H. Hawthorne
Attn: Jimmy Sylvia, Chambers County Judge
P.O. Box 728
Anahuac, TX 77514

This instrument contains the entire agreement between the parties for the joint use of voting equipment and the sharing of election expenses in connection with the 11/04/14 Election. Any oral or written representations of modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by the parties.

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions hereof. The illegal or invalid provisions will be deemed stricken and deleted here from to the same extent and effect as if never incorporated herein.

This Agreement will be executed in several counterparts, each of which shall be an original and all of which shall constitute but one instrument.

EXECUTED on this the _____ day of _____, 2014.

CHAMBERS COUNTY

Winnie-Stowell Hospital District

JIMMY SYLVIA
Chambers County Judge

WINNIE-STOWELL HOSPITAL DISTRICT

Date: _____

Date: _____

ATTEST:

ATTEST:

HEATHER H. HAWTHORNE
Chambers County Clerk

Election Liaison

EXHIBIT A

CHAMBERS COUNTY CLERK, HEATHER H. HAWTHORNE
 NOVEMBER 4, 2014 ELECTION
 Chambers County and WSHD

APPROXIMATE COST FOR NOVEMBER 4, 2014 ELECTION EXPENSES:

EQUIPMENT	
IVO'S (\$50 per day divided by 2)	
Election Day (4) Pct. 7 & (4) Pct. 12	\$ 200.00
PEB'S (\$10 per day divided by 2)	
Election Day 8 PEB's (4) Pct. 7 (4) Pct. 12	\$ 40.00
Flashcard (\$5 per day divided by 2)	
Election Day 8 Flashcards (4) Pct. 7 (4) Pct. 12	\$ 20.00
Communication Pack (\$10 per day divided by 2)	
Election Day – 1 day Pct. 7 and Pct. 12	\$ 10.00
PREPARATION 3 HOUR @\$28.00 PER HOUR	\$ 84.00
SUPPLIES Flat fee \$100	\$ 100.00
AUDIO AND CODING (E S & S WILL BILL WITH INVOICES)	TBD
EARLY VOTING FLAT FEE (ALL OF THE ABOVE AND MAIL BALLOTS)	\$ 500.00
PERSONNEL	
Election Day (2 judges @\$12 per hour x 12 hours)	\$ 144.00
(4 clerks @\$10 per hour x 12 hours)	<u>\$ 240.00</u>
Pct. 7 and Pct. 12	
APPROX. SUBTOTAL WITHOUT PROGRAMMING	\$ 1338.00
PLUS 10% ADMIN FEE	TBD

Exhibit “E”

Winnie-Stowell Hospital District
Election Order

Offices:	Board of Directors; 2 Positions – At Large
Date:	Tuesday, November 4, 2014
Election Day Polling Location:	Polling locations as used by Chambers County
Election Day Hours:	7:00 am – 7:00 pm
Early Voting Location:	Polling locations as used by Chambers County
Early Voting Dates:	October 20, 2014, through October 31, 2014
Early Voting Hours:	Monday – Friday; 7:00 am – 7:00 pm
Address for Early Voting Ballot Requests:	P.O. Box 728 Anahuac, Texas 77514

For additional information please contact Administrator for Winnie-Stowell Hospital
District at 409.201-3922

Submitted By:

Sherrie Norris
Administrator