

**NOTICE OF MEETING (•) OF THE  
COMMISSIONERS COURT OF JACK COUNTY, TEXAS**

• Assistive Listening Devices Available on Request for Use During Court Session

Notice is hereby given that a Meeting of the above named Commissioners Court will be held on **Monday the 5th day of August, 2013 at 9:00 o'clock a.m.**, in the County Courthouse, Jacksboro, Texas, at which time the following subjects\* will be discussed and appropriate action taken, to-wit:

These subjects may or may not be discussed in the order shown. All items listed below as part of the called "Consent Agenda Items" require no deliberation by the Court. Each Court member has the prerogative of removing an item from this agenda so that it may be considered separately.

**FILED FOR RECORD**

\_\_\_\_\_ O'CLOCK \_\_\_\_\_ M.

**AUG 01 2013**

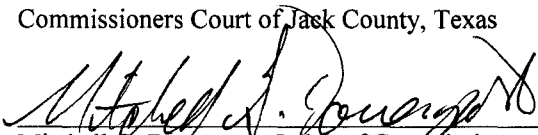
JANICE ROBINSON, County Clerk  
JACK COUNTY, TEXAS

\_\_\_\_\_  
DEPUTY

1. PUBLIC FORUM (Limited to 5 minutes per person);
2. PAYMENT OF CLAIMS;
3. TIMED AGENDA: None;
4. CONSENT AGENDA ITEMS:
  - (a) Approval of Road Boring by Targa Midstream Services, LLC on Barton Chapel Road in Precinct #3;
  - (b) Approval of Road Crossing by Laake Oilfield Services, LLC on Mountain Home Road in Precinct #3;
  - (c) Renewal of Interlocal Agreement with Nortex Regional Planning Commission relating to planning, development, operation, and provision of 9-1-1 service, the use of wireline and wireless 9-1-1 fees and equalization surcharge appropriated to Nortex;
5. Discussion of Commissioner Precinct Operations;
6. Update on Courthouse Repair Project 2012 and 2013 details;
7. Update/Consider of steps and measures for restoration/renovation of courthouse lawn, sprinkler system and landscaping including clarification of minutes of July 8, 2013, on the unpaid bill from Butler Lawn Services to RM Landscaping;
8. Budget Workshop FY14;
9. Update, if any, on approval of Interlocal Agreement between the County and Perrin-Whitt CISD on supplying Deputy Sheriff as a School Resource Officer – County Judge;
10. Update on purchase of easement and personal property for Emergency Radio Communications – County Judge;
11. Discussion of steps needed to consolidate county voting precinct for General Election of November 5, 2013 and authorization of steps to be taken for same;
12. Adoption of speed limit on Armstrong Road changing reasonable and prudent speed from 40 to 30 miles per hour – Commissioner Jimmie Cozart;
13. FUTURE AGENDA ITEMS; AND;
14. ADJOURNMENT.

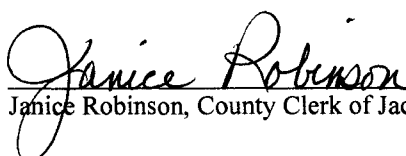
Dated this the 1st day of August, 2013

Commissioners Court of Jack County, Texas

  
\_\_\_\_\_  
Mitchell G. Davenport, Judge of Commissioners Court

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners Court, is a true and correct copy of said Notice, and that I posted a true and correct copy of said Notice on the bulletin board at the Courthouse door of Jack County, Texas, at a place readily accessible to the general public at all times on the 1st day of August, 2013, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this the 1st day of August, 2013

  
\_\_\_\_\_  
Janice Robinson, County Clerk of Jack County, Texas



## MINUTES

On this the 5<sup>th</sup> day of August, 2013 the Commissioners Court of Jack County, Texas met in Regular session at 9:02 a.m. with the following elected officials present:

Fearl F. Smith, Commissioner Pct. 1  
James L Brock, Commissioner Pct. 2  
James L. Cozart, Commissioner Pct. 3  
Terry Ward, Commissioner Pct. 4  
Mitchell G. Davenport, County Judge

FILED FOR RECORD  
AUG 16 2013  
JANICE ROBINSON, County Clerk  
JACK COUNTY, TEXAS  
BY \_\_\_\_\_ DEPUTY  
O'CLOCK \_\_\_\_\_ M.

### PUBLIC FORUM

No members of the public spoke.

### PAYMENT OF ACCOUNTS AND CLAIMS

All accounts and claims were submitted to the Court for approval. Those submitted were approved and entered into the computer of the County Treasurer. Commissioner Ward made a motion to pay all bills. Commissioner Cozart seconded and the motion carried unanimously.

### CONSENT AGENDA ITEMS

- (a) Approval of Road Boring by Targa Midstream Services, LLC on Barton Chapel Road in Precinct #3;
- (b) Approval of Road Crossing by Laake Oilfield Services, LLC on Mountain Home Road in Precinct #3;
- (c) Renewal of Interlocal Agreement with Nortex Regional Planning Commission relating to planning, development, operation, and provision of 9-1-1 service, the use of wireline and wireless 9-1-1 fees and equalization surcharge appropriated to Nortex;

Judge Davenport made a motion to approve all items. Commissioner Cozart seconded and the motion carried unanimously.

### PRECINCT OPERATIONS

Judge Davenport asked Commissioner Smith if he was aware there had been an oil spill on Coca Cola Ranch Road in his precinct. Commissioner Smith was aware of the spill that was in the bar ditch and had spoken with the company that caused the spill. He advised the oilfield company they would need to comply with Railroad Commission regulations to correct this issue. He stated that the spill was very small and the company had placed sand where the spill occurred.

### COURTHOUSE REPAIR PROJECT 2012 AND 2013

No new information to report.

### COURTHOUSE LAWN, SPRINKLER SYSTEM AND LANDSCAPING

Update/Consider steps and measures for restoration/renovation of Courthouse lawn, sprinkler system and landscaping including clarification of minutes of July 8, 2013, on the unpaid bill from Butler Lawn Services to RM Landscaping – Judge Davenport.

Pete Butler was in attendance to discuss his services regarding the Courthouse lawn and flower beds. He stated that he has not been paid by McAllister's Landscaping for services done on the Courthouse lawn at the request of McAllister's. He stated that if he pursues this further by retaining an attorney it would cost the amount he is owed. It was also discussed that the County would like him do lawn maintenance on an "as needed" basis. Commissioner Ward noted that the County needs to save money by using the Inmate Work Program when available. Mr. Butler agreed with Commissioner Ward and will be glad to do work as needed. The charge will vary as to the services needed and time required on the Courthouse lawn and flower beds.

Judge Davenport made a motion to pay the past due bill owed to Mr. Butler by McAllister's Landscaping with the bills today as discussed and approved at the July 8, 2013 meeting. Commissioner Cozart seconded and the motion carried unanimously.

### BUDGET WORKSHOP FY14

Commissioners Court continues to work on the County Budget for FY14.

12:30 P.M – 1:30 P. M.  
LUNCH RECESS

PERRIN-WHITT CISD SCHOOL RESOURCE OFFICER

Update, if any, on approval of Interlocal Agreement between the County and Perrin-Whitt CISD on supplying Deputy Sheriff as a School Resource Officer – Judge Davenport;

Judge Davenport sent the agreement to Superintendent John Kuhn for approval and signatures. Mr. Kuhn advised Judge Davenport that he does not foresee any problems with this agreement passing at the school board meeting on August 22, 2013.

EMERGENCY RADIO COMMUNICATIONS

Update on purchase of easement and personal property for Emergency Radio Communications – County Judge;

Judge Davenport will send the finalized agreement to the Realtor for signatures. Upon receiving the signed documents and adding his signature he will proceed by getting an escrow check from the County Treasurer/Auditor and deliver to the Title Company for title work and closing of sale.

CONSOLIDATION OF COUNTY VOTING PRECINCTS

Discussion of steps needed to consolidate county voting precincts for General Election of November 5, 2013 and authorization of steps to be taken for same;

Voting Precincts 1, 3, and 4 will be consolidated with Precinct 6 for the November 5, 2013 election. Precincts 2 (Perrin) and 5 (Bryson) will remain at their current locations. Judge Davenport will also ask for approval from the Department of Justice (DOJ) that this become an alternate voting plan for Jack County that does not require approval each time we need to consolidate.

Commissioner Ward made a motion to approve this voting plan. Commissioner Cozart seconded and the motion carried unanimously.

ARMSTRONG ROAD SPEED LIMIT

Adoption of speed limit on Armstrong Road changing reasonable and prudent speed from 40 to 30 miles per hour – Commissioner Jimmie Cozart;

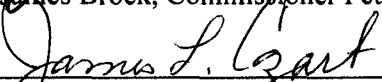
A motion was made by Commissioner Cozart to lower the speed limit to 30 miles per hour on Armstrong Road. Commissioner Brock seconded and the motion carried unanimously.

ADJOURN

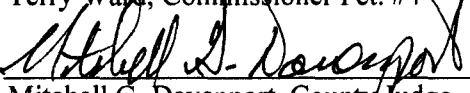
There being no further business motion was made by Commissioner Cozart to adjourn and seconded by Commissioner Brock. The motion carried unanimously.

  
\_\_\_\_\_  
Pearl F. Smith, Commissioner Pct. #1


  
\_\_\_\_\_  
James Brock, Commissioner Pct. #2

  
\_\_\_\_\_  
James L. Cozart, Commissioner Pct. #3

  
\_\_\_\_\_  
Terry Ward, Commissioner Pct. #4

  
\_\_\_\_\_  
Mitchell G. Davenport, County Judge

ATTEST:

  
\_\_\_\_\_  
Janice Robinson, County Clerk



APPLICATION FOR PERMIT AND RIGHT-OF-WAY  
TO CONSTRUCT PIPELINE OR UTILITY

O'CLOCK M.

AUG 12 2013

THE STATE OF TEXAS  
COUNTY OF JACKJANICE ROBINSON, County Clerk  
JACK COUNTY, TEXAS

NOW COMES - Targa Midstream Services LLC, hereinafter called Company, and \_\_\_\_\_ DEPUTY  
respectfully makes this application to the Commissioners Court of Jack County, Texas, to  
grant unto Company a permit and Right-of-Way to lay a pipeline or place a utility across  
and under the public roads of the County of Jack, State of Texas, conditioned as follows:

1. That said Company, in consideration for the grant by said County, does hereby agree that said pipeline/utility of the following description, crossing a county road in Precinct 3, Jack County, Texas, at a point hereinafter indicated, will be constructed in such a manner that the construction of same will not interfere with public travel, and that no construction will begin until the Commissioner of said precinct, his agents, or employee approves said location by an on-site inspection.

## DESCRIPTION AND LOCATION (Map must be attached):

Targa's proposed pipeline crossing is beneath Barton Chapel Road approximately 1.5 miles West of its intersection with FM 4, Jack County, Texas and shall be installed by wet bore method of construction as to not limit traffic or cause any damages to the County Road.

*Crossing Barton Chapel Rd. in Precinct  
#3, Jack Co., Tx.*

2. That such pipeline/utility shall be buried, covered, constructed and maintained as not to interfere with the use and occupancy of such roads by the public or the County. That a pipeline shall be buried to the depth of six (6) feet below the surface of the borrow ditch and that the road will be restored at the time of construction to its original condition.
3. That in the event it becomes necessary to build a Farm-to-Market Road or other road across such roads, it will become the duty of said Company to adjust its pipeline with such construction without compensation from the County.
4. If said crossing is accomplished by crossing the traveled portion of said road, then the Company agrees it shall, that at its expense, bore under the road as its means of crossing and not cut or trench said road for a crossing.
5. Company shall fill and level ditches using appropriate fill material or gravel so as to return the road and/or borrow ditch in same condition as before construction so far as possible. Company shall remove any large rocks unearthed at construction at its expense.
6. That Company shall pay unto the Treasurer of Jack County, Texas the sum of \$500.00 at the time of application. In the event that the permit is not granted, the application fee will be returned.
7. That said Right-of-Way may be assigned by Company without further grant or procedure.

8. In the event that the Company abandons its line, the Company shall remove its line from the roadway and this grant is vacated.

DATED THIS 31<sup>st</sup> day of July, 2013.

Recommended by:

APPLICANT: Tarzan Midstream Services LLC

Phone No. 903 - 748 - 1103

By: Darryl Endsley

\_\_\_\_\_  
COMMISSIONER:

PRECINCT # - \_\_\_\_\_

APPROVED: Mitchell A. Douglas  
County Judge of Jack County, Texas

**SURVEYOR NOTES:**  
 1. BASIS OF BEARING IS TEXAS STATE PLANE COORDINATE SYSTEM, ZONE 4202, NAD 83. COORDINATES SHOWN ARE NAD 83, DECIMAL DEGREE FORMAT.  
 2. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

**NOTES:**  
 1. UTILITIES SHOWN HEREON ARE APPROXIMATE AND DETERMINED FROM ABOVE GROUND OBSERVATION. IT IS THE CONTRACTORS RESPONSIBILITY TO CONTACT DIGTESS OR OTHER APPROVED LOCATING SERVICES FOR ACCURATE LOCATION OF UTILITIES BEFORE EXCAVATING.

JUDY NASH  
 BK. 762 PG. 001  
 O.P.R.J.C.T.

**BARTON  
 CHAPEL  
 ROAD  
 (GRAVEL)**

**LAT: 33.0643  
 LON: -98.2625**

DEED LINE

PROPOSED TARGA  
 TEAGUE PIPELINE

PROPOSED PIPELINE

N 01°33'59" E 81'

PROPOSED TARGA GIVINS PIPELINE

**WM WOOD SURVEY,  
 Abstract No. 888**

D. R. NASH  
 VOL. 370 PG. 701  
 D.R.J.C.T.

EVELYN MAUDE CRAFT  
 VOL. 161 747 PG. 570  
 D.R.J.C.T.

**J. DOSHIER SURVEY,  
 Abstract No. 2254**



**PLAN**

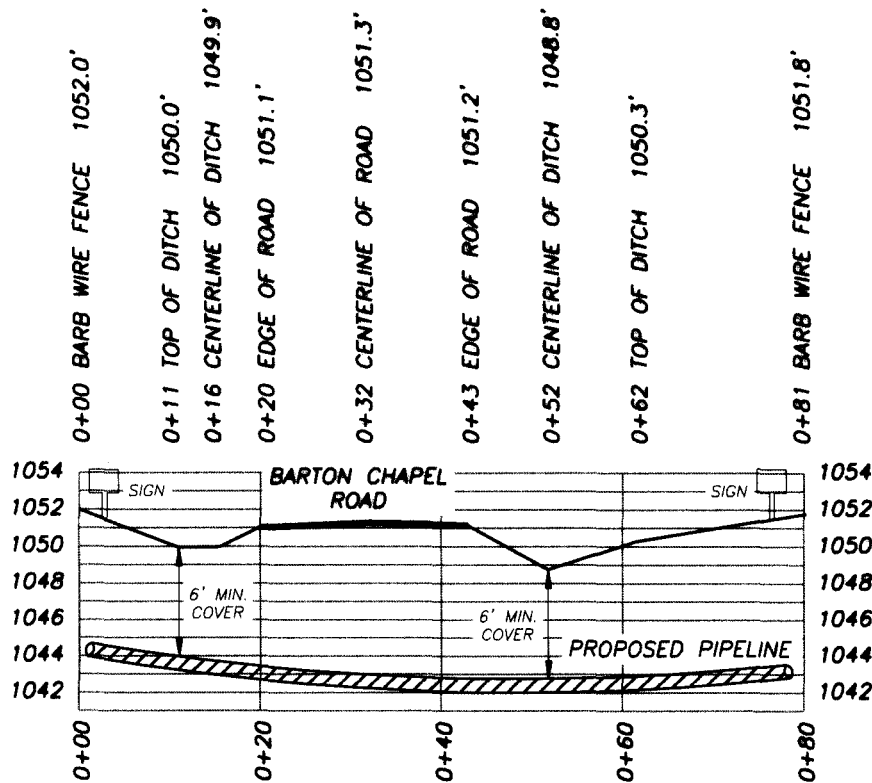
SCALE 1"=20'

**PROFILE**

SCALE:

HOR. 1" = 20'

VERT. 1" = 10'



PROFILE SHOWING PROPOSED TARGA PIPELINE  
 CROSSING BARTON CHAPEL ROAD  
 (LAT. 33.0643, LONG. -98.2625)  
 APPROXIMATELY 1.5 MILES WEST OF  
 ITS INTERSECTION WITH F.M. 4  
 IN THE  
 W. WOOD SURVEY, A-888  
 AND  
 J. DOSHIER SURVEY, A-2254  
 IN JACK COUNTY, TEXAS

**TARGA MIDSTREAM SERVICES LLC**

**BARTON CHAPEL ROAD PROFILE  
 VERITAS ENERGY - GIVINS PIPELINE  
 PROJECT NO. 52659**

W. WOOD SURVEY, ABSTRACT NO. 888,  
 J. DOSHIER SURVEY, ABSTRACT NO. 2254  
 IN JACK COUNTY, TEXAS

**TOTAL LENGTH: 81 FEET OR 4.9 RODS**

JOB: VERITAS GIVINS PIPELINE 52659

DRAWN BY: CEC

DATE: 07-28-13



**CROSSWAY  
 surveying**

6421 CAMP BOWIE BLVD., SUITE 418  
 FORT WORTH, TEXAS 76116 (817) 550-8026

APPLICATION FOR PERMIT TO CROSS COUNTY ROAD AUG 12 2013  
TO CONSTRUCT PIPELINE OR UTILITYTHE STATE OF TEXAS  
COUNTY OF JACKJANICE ROBINSON, County Clerk  
JACK COUNTY, TEXAS

BY \_\_\_\_\_ DEPUTY

NOW COMES - Laake Oilfield Service, LLC, hereinafter called Company, and respectfully makes this application to the Commissioners Court of Jack County, Texas, to grant unto the Company a permit for authorization to lay a pipeline or place a utility across and under the public roads of the County of Jack, State of Texas, conditioned as follows:

1. That said Company, in consideration for the grant by said County, does hereby agree that said pipeline/utility of the following description, crossing a county road in Precinct - 3, Jack County, Texas, at a point hereinafter indicated, will be constructed in such a manner that the construction of same will not interfere with public travel, and that no construction will begin until the Commissioner of said precinct, his agents, or employee approves said location by an on-site inspection.

DESCRIPTION AND LOCATION (Map must be attached):

Will be crossing the road near Jim Sander's place  
@ 2801 Mountain Home Rd. for Newark - McAllister Well

2. The Company assures the County that it has obtained authorization, if any is required, from any landowners adjoining the crossing to cross whatever portion of their land, if any, lies beneath the roadway.

3. Such pipeline/utility shall be encased, so buried, covered, constructed and maintained as not to interfere with the use and occupancy of such roads by the public or the County. That a pipeline shall be buried to the depth of at least three (3) feet below the surface of the borrow ditch, that the pipeline/utility shall be situated no closer than three (3) feet from the edge of the roadway, and that the road will be restored at the time of construction to its original condition.

4. In the event it becomes necessary to build a Farm-to-Market Road or other road across such roads, it will become the duty of said the Company to adjust its pipeline with such construction without compensation from the County.

5. If said crossing is accomplished by crossing the traveled portion of said road, then the Company agrees it shall, that at its expense, bore under the road as its means of crossing and not cut or trench said road for a crossing. Said boring shall be at a depth of at least three (3) feet below the depth of the borrow ditch.

6. The Company shall fill and level ditches using appropriate fill material or gravel so as to return the road and/or borrow ditch in same condition as before construction so far as possible. Company shall remove any large rocks unearthed at construction at its expense.

7. The Company shall pay, at the time of application, the sum of ~~\$500.00~~ for each crossing unto the Treasurer of Jack County, Texas. In the event that the permit is not granted, the application fee will be returned.

8. Said access herein granted may be assigned by the Company without further grant or procedure but grantee shall be bound by the same conditions.

9. In the event that the Company abandons its line, the Company shall remove its line from the roadway and this grant is vacated.

10. The Company is responsible to present this application to the Commissioner of the Precinct involved and obtain his signature evidencing the fact that he has seen the application and discussed the location with the Company. The Company shall then present the Application with the appropriate check to the County Judge's Office to then make arrangements for placing the matter on the Commissioners Court Agenda for approval.

11. The Company shall call the County Commissioner 48 hours prior to starting the actual work.

DATED THIS 1 day of August, 2013.

Recommended by:

APPLICANT:

Phone No.

[Signature]  
940-569-5858

COMMISSIONER:  
PRECINCT # -

By:

APPROVED:

[Signature]  
County Judge of Jack County, Texas



Google earth

feet 800  
meters 200



Will be crossing the road near Jim Sander's  
place @ 2801 Mountain Home Rd.

for Newark - McAllister Well

# **INTERLOCAL AGREEMENT FOR E9-1-1 PUBLIC SAFETY ANSWERING POINT SERVICES**

## **Article 1: Parties & Purpose**

1.1 The Nortex Regional Planning Commission (RPC) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. The RPC has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region 3 (Region), and the Commission on State Emergency Communications (Commission) has approved its current Strategic Plan.

1.2 Jack County, Texas (Local Government) is a local government that operates Public Safety Answering Points (PSAP) that assists in implementing the Strategic Plan as approved by the Commission.

1.3 The Commission, as authorized by Health & Safety Code, Chapter 771, is the oversight and funding authority for regional planning commissions implementing 9-1-1 service.

1.4 The Contract for 9-1-1 Services between the Commission and the RPC requires the RPC to execute interlocal agreements with local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of wireline and wireless 9-1-1 fees and equalization surcharge appropriated to the Commission and granted to the RPC (9-1-1 Funds) and adherence to Applicable Law.

## **Article 2: Applicable Law**

2.1 Applicable laws include, but are not limited to, the Texas Health and Safety Code Chapter 771; Commission Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act, Texas Government Code (including Uniform Grant and Contract Management Standards [UGMS]), Chapter 783 and Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Texas Administrative Code; Preservation and Management of Local Government Records Act, Chapter 441, Subchapter J; and Resolution of Certain Contract Claims Against the State, Chapter 2260); Texas Local Government Code (including Regional Planning Commissions Act, Chapter 391).

2.2 Any new or amended policy or procedure, other than an adopted rule, shall be enforceable against the Local Government 30 days following the date of its adoption, unless the RPC finds and declares that an emergency exists that requires such policy or procedure be enforceable immediately. The RPC shall provide the Local Government written notice of all new or amended policies, procedures or interpretations of Commission rules within a reasonable time after adoption, and in any event at least 10 days prior to the time such policies or procedures are enforceable against the Local Government.

## **Article 3: Deliverables**

3.1 The Local Government agrees to:

**FILED FOR RECORD**

\_\_\_\_ O'CLOCK \_\_\_\_ M.

**AUG 09 2013**

JANICE ROBINSON, County Clerk  
JACK COUNTY, TEXAS

BY \_\_\_\_\_ DEPUTY

3.1.1 Operate and maintain the PSAP located at Jack County Sheriff's Office;

3.1.2 Provide 9-1-1 public safety answering service 24 hours per day, seven days per week; and

3.1.3 Cooperate with the RPC in providing and maintaining suitable PSAP space meeting all technical requirements.

### 3.2 Ownership, Transference & Disposition of Equipment

3.2.1. The RPC and the Local Government shall comply with Applicable Law, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 Funds in connection with the provision of 9-1-1 service (9-1-1 equipment).

3.2.2 The RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction. The RPC will maintain ownership of the equipment. (see attached Ownership Agreement - Attachment I)

3.2.3 The Local Government shall ensure that sufficient controls and security exist by which to protect and safeguard the 9-1-1 equipment against loss, damage or theft.

3.2.4 The ownership document shall be prepared by the RPC and signed by both parties upon establishing ownership of any such 9-1-1 equipment in accordance with UGMS and the State Comptroller of Public Accounts. (see attached Ownership Agreement - Attachment I)

3.2.5 Replacement insurance on 9-1-1 equipment shall be purchased and maintained by Local Government or prove to be "Self Insured". Proof of insurance shall be provided upon request.

3.2.6 The RPC and/or the Commission shall be reimbursed by the Local Government for any damage to 9-1-1 equipment other than ordinary wear and tear.

### 3.3 Inventory

3.3.1 The RPC shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law;

3.3.2 Any lost or stolen 9-1-1 equipment shall be reported to the RPC as soon as possible.

### 3.4 Security

3.4.1 The Local Government shall limit access to all 9-1-1 equipment and related data only to authorized personnel.

### 3.5 Training

3.5.1 The Local Government should schedule call takers for any applicable training as classes are made available. No cost online TDD/TTY training is available to Local Government (see attached TTY Training - Attachment H)

### 3.6 Operations

The Local Government shall:

3.6.1 Designate a PSAP supervisor and provide related contact information to the RPC;

3.6.2 Monitor and test the 9-1-1 equipment and report any failures or maintenance issues immediately to the appropriate maintenance vendor and/or the RPC (see attached Network Testing - Attachment G);

3.6.3 Coordinate with the RPC and local elected officials in the planning for and implementation and operation of all 9-1-1 equipment;

3.6.4 Allow 24-hour access to the 9-1-1 equipment for repair and maintenance service, as required;

3.6.5 Assist the RPC in conducting inspections of all 9-1-1 equipment at the PSAP as identified by the RPC for quality assurance (see attached PSAP Monitoring Checklist - Attachment J);

3.6.6 Test all Telecommunications Devices for the Deaf (TDD) for proper operation;

3.6.7 Log all TDD 9-1-1 calls and equipment testing as required by the Americans with Disabilities Act of 1990 (see attached TDD Log - Attachment E);

3.6.8 Log all trouble reports and make copies available to the RPC as required by the RPC (see attached 9-1-1 Trouble/Alarm Log - Attachment D);

3.6.9 Make no changes to 9-1-1 equipment, software or programs without prior written consent from the RPC.

3.6.10 Log all Language Line assistance calls. Report each of those calls as soon as possible after the call is completed. (see attached Language Line Report - Attachment F)

### **Article 4: Performance Monitoring**

4.1 The RPC and the Commission reserve the right to perform on-site monitoring of the PSAP(s) for compliance with Applicable Law and performance of the deliverables specified in this Agreement. The Local Government agrees to fully cooperate with all monitoring requests from the RPC and/or the Commission for such purposes. (see attached PSAP Monitoring Checklist - Attachment J)

## **Article 5: Procurement**

5.1 The RPC and the Local Government agree to use competitive procurement practices and procedures required by Applicable Law and RPC procurement policies in connection with any procurement to be funded with 9-1-1 Funds.

## **Article 6: Financial**

6.1 As authorized by Applicable Law, the provisioning of 9-1-1 service throughout the Region is funded by Commission grants of appropriated 9-1-1 Funds.

## **Article 7: Records**

7.1 The RPC or its duly authorized representative shall have access to and the right to examine records, files, and/or other papers or property pertaining to the 9-1-1 service belonging to or in use by the Local Government, the PSAP, or by any other entity that has performed or will perform services related to this Agreement.

7.3 The Commission and State Auditor's Office shall have the same access and examination rights as the RPC.

## **Article 8: Assignment**

8.1 The Local Government may not assign its rights or subcontract its duties under this Agreement. An attempted assignment or subcontract in violation of this paragraph is void.

## **Article 9: Nondiscrimination and Equal Opportunity**

9.1 The RPC and the Local Government shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.

## **Article 10: Dispute Resolution**

10.1 Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the Strategic Plan, the Applicable Law or policy, or this Agreement.

10.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 10, until they have exhausted the procedures set out in this Article 10.

10.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

10.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to a mutually designated legal mediator. Each party shall pay one-half the total fee and expenses for conducting the mediation.

10.5 The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

10.6 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

**Article 11: Suspension for Unavailability of Funds**

11.1 In the event that (i) the RPC's approved budget and/or appropriations to the Commission from the Texas Legislature do not permit or otherwise appropriate funds for maintaining the PSAP provided for in this Agreement, and (ii) such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of the RPC, and (iii) the RPC has exhausted all funds legally available for operations of the PSAP, and no other legal procedure shall exist whereby the PSAP cannot be maintained; and (iv) RPC has negotiated in good faith with Local Government to develop an alternative or new agreement that will accommodate RPC's approved budget and/or appropriations for the applicable period, then RPC will not be obligated to maintain operations of the PSAP for the applicable budget year(s).

**Article 12: Notice to Parties**

12.1 Notice under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party (1) when it is delivered to the party personally; or (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in this Article and signed on behalf of the party.

12.2 The RPC's address is:

Nortex Regional Planning Commission  
4309 Jacksboro Hwy Suite 200  
Wichita Falls, TX 76302

The Local Government's address is:

Jack County  
100 N Main St  
Jacksboro, TX 76458

12.3 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

**Article 13: Effective Date and Term**

13.1 This Agreement is effective as of September 1, 2013 and shall terminate on August 31, 2015.

13.2 In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement after providing written notice of the default to the defaulting party, and the failure of the defaulting party to cure said default within 30 calendar days of said notice.

13.3 If this Agreement is terminated for any reason, the RPC shall not be liable to the Local Government for any damages, claims, losses, or any other amounts arising from or related to any such termination.

#### **Article 14: Force Majeure**

14.1 The RPC may grant relief from performance of the Agreement if the Local Government is prevented from performance by act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Local Government. The burden of proof for the need of such relief shall rest upon the Local Government. To obtain release based on force majeure, the Local Government shall file a written request with the RPC.

#### **Article 15: Confidentiality**

15.1 The parties will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. The parties agree to maintain the confidentiality of information received during the performance of this Agreement.

15.2 The Local Government or its duly authorized representative will notify the RPC upon receipt of any requests for information.

#### **Article 16: Indemnification**

16.1 To the extent authorized by law, each party agrees to indemnify the other and agrees to defend its governing body members, officers and employees, against any claim, suit or administrative proceeding, and to indemnify them against any liability including all costs, expenses, and reasonable attorney's fees incurred arising out of an act or omission of the governing body, any officer, employee or agent in carrying out this Agreement.

#### **Article 17: Historically Underutilized Business Requirements**

17.1 The Local Government shall comply with requirements of Chapter 2261 of the Government Code regarding Historically Underutilized Businesses.

#### **Article 18: Miscellaneous**

18.1 For purposes of this Agreement, terms not specifically defined herein are defined in the Applicable Laws.

18.2 Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so, and that the party is legally authorized to perform the obligations undertaken.

18.3 This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to matters herein. An amendment to this Agreement is not effective unless in writing and signed by both parties.

18.4 All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect the term of this Agreement, which shall continue in full force and effect.

18.5 The following Attachments are part of this Agreement:

Attachment A	PSAP Operations Performance Measures and Monitoring
Attachment B	Commission Documents: Rules and Program Policy Statements
Attachment C	Form 911-B ANI/ALI Problem Call Report
Attachment D	Form 914-B 9-1-1 Trouble/Alarm Log
Attachment E	Form 915-B TDD Call/TDD Test Log
Attachment F	Form 916-B Language Line Report
Attachment G	Form 917-B Network Testing Log
Attachment H	TDD/TTY Training Document
Attachment I	Ownership Agreement
Attachment J	Form 935-M PSAP Visit Observation and Findings

18.6 This Agreement is binding on, and to the benefit of, the parties' successors in interest.

18.7 This Agreement is executed in duplicate originals.

NORTOX REGIONAL PLANNING COMMISSION

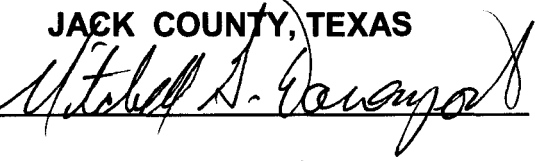
By: 

Printed Name: Dennis Wilde

Title: Executive Director

Date: 7-18-2013

JACK COUNTY, TEXAS

By: 

Printed Name: Mitchell Davenport

Title: County Judge

Date: 8-5-13

## **Attachment A**

### **PSAP Operations Performance Measures and Monitoring**

#### **Reports**

The RPC may request that the Local Government provide it with specialized reports which will not duplicate information readily available from vendors.

#### **Logs**

The Local Government shall provide copies of logs and reports to assist with the RPC's collection of efficiency data on the operation of PSAPs including, but not limited to:

1. ANI/ALI Problem Call Report after the call (See Attached Form 911-B);
2. Trouble report logs at least once per month (See Attached Form 914-B);
3. TTY/TDD actual calls and test calls once per month (See Attached Form 915-B);
4. Language Line report logs after service is used (See Attached Form 916-B); and
5. Network Testing Log once per month (See Attached Form 917-B).

#### **Quality Assurance Inspections**

RPC personnel will conduct site visits at least twice per year to evaluate the condition of equipment, efficiency of PSAP operations, and compliance with the Agreement.

In addition, quality assurance inspections will be conducted using the attached Nortex Form 935-M.

**ATTACHMENT A**

## **Attachment B**

### **Commission Documents**

The following documents govern the funding and provisioning of 9-1-1 services by the RPC:

1. Commission Legislation: [http://www.911.state.tx.us/browse.php/rules\\_legislation](http://www.911.state.tx.us/browse.php/rules_legislation)
2. Commission Rules: [http://www.911.state.tx.us/browse.php/rules\\_legislation](http://www.911.state.tx.us/browse.php/rules_legislation)
3. Commission Program Policy Statements:  
[http://www.911.state.tx.us/browse.php/program\\_policy\\_statements](http://www.911.state.tx.us/browse.php/program_policy_statements)

**ATTACHMENT B**

NORTEX REGIONAL PLANNING COMMISSION  
ANI/ALI PROBLEM CALL REPORT (FORM 911-B)

PSAP: \_\_\_\_\_ CALLTAKER: \_\_\_\_\_

DISPLAYED INFORMATION

DATE: _____	ANI: _____
TIME: _____	NAME: _____
	ADDR: _____
ESN: _____	COMMUNITY: _____
PHONE TYPE (Circle one)      BUSN    RESD    COIN    CELL    CNTX    OTHER: _____	

PROBLEM REPORT

<input type="checkbox"/> Record Not Found	_____
<input type="checkbox"/> Foreign Exchange	_____
<input type="checkbox"/> ANI Incorrect	Change To: _____
<input type="checkbox"/> ALI Address Incorrect	Change To: _____ _____ _____
<input type="checkbox"/> Misrouted to this PSAP	Send To: _____
<input type="checkbox"/> ESN Assignment Incorrect	Change To: _____      POLICE: _____  FIRE: _____      EMS: _____

REMARKS:

Telephone Company USE:	Recvd. Date:	Recvd. By:
	Correction Made:	Municipality Notified:

NORTEX REGIONAL PLANNING COMMISSION

9-1-1 TROUBLE / ALARM LOG

PSAP: \_\_\_\_\_

MONTH: \_\_\_\_\_ YR: \_\_\_\_\_

DATE	TIME	REPORTED BY	NETWORK OUTAGES OR EQUIPMENT TROUBLE	REPORTED TO	TICKET NO.	DATE/TIME RESOLVED	COMMENTS

Submit completed form by the 10th day of the following month to:

Tommy Keesee, Director of 9-1-1 Emergency Services  
Nortex Regional Planning Commission  
P.O. Box 5144  
Wichita Falls, TX 76307      OR,    FAX TO: 940/322-6743

Form 914-B

ATTACHMENT D

# NORTEX REGIONAL PLANNING COMMISSION

## TDD CALL LOG / TDD TEST LOG

PSAP: \_\_\_\_\_

MONTH: \_\_\_\_\_ YR: \_\_\_\_\_

DATE	TIME	TYPE OF CALL (Actual / Test)	CALL TAKER	EQUIPMENT (Internal / Standalone)	COMMENTS (Successful, disconnected, equipment failure, transmission problems, etc.)

**Submit completed form by the 10th day of the following month to:**

Tommy Keesee, Director of 9-1-1 Emergency Services  
 Nortex Regional Planning Commission  
 P.O. Box 5144  
 Wichita Falls, TX 76307

Form 915-B

Or, Fax To: 940/322-6743

**ATTACHMENT E**

# NORTEX REGIONAL PLANNING COMMISSION

## LANGUAGE LINE REPORT

PSAP: \_\_\_\_\_

DATE: \_\_\_\_\_

CALL DATE	CALL TIME	LANGUAGE	PURPOSE OF CALL	LENGTH OF CALL (est.)

**CALL-TAKER:** \_\_\_\_\_

Submit completed form as soon as possible after the call to:

Tommy Keesee, Director of 9-1-1 Emergency Services  
 Nortex Regional Planning Commission  
 P.O. Box 5144  
 Wichita Falls, TX 76307

Or, Fax To: 940/322-6743

Form 916-B

**ATTACHMENT F**

NORTEX REGIONAL PLANNING COMMISSION  
NETWORK TESTING LOG

PSAP: \_\_\_\_\_

MONTH: \_\_\_\_\_ YR: \_\_\_\_\_

DATE	TIME	NUMBER TESTED	TESTED BY	COMMENTS: <small>(Successful, disconnected, equipment failure, etc.)</small>	LANDLINE /  WIRELESS

Submit completed form by the 10th day of the following month to:

Tommy Keesee, Director of 9-1-1 Emergency Services  
Nortex Regional Planning Commission  
P.O. Box 5144  
Wichita Falls, TX 76307 Or, Fax To:940-322-6743

Form 917-B

ATTACHMENT G

# **TDD/TTY TRAINING**

CSEC implemented its Training Program in September 1990 to assure accessibility to all Public Safety Answering Points (PSAPs) in Texas within CSECs' jurisdiction. The Americans with Disabilities Act (ADA) requires all PSAPs to provide direct and equal access to their services for people with disabilities who use Telecommunication Devices for the Deaf (TDDs) or Tele-Typewriters (TTYs).

Section E of the Department of Justice's (DOJ) Access for 9-1-1 and Telephone Emergency Services technical assistance manual states the following:

PSAPs must train their call takers to effectively recognize and process TTY calls. Call takers must be trained in the use of TTY equipment and supplied with information about communication protocol with individuals who are deaf or hard of hearing, or who have speech impairments...The ADA does not specify how call takers must be trained, but the Department believes that the following are essential to proper training:

- Training should be mandatory for all personnel who may have contact with individuals from the public who are deaf, hard of hearing, or who have speech impairments.
- PSAPs should require or offer refresher training at least as often as they require or offer training for voice calls, but at a minimum, every six months.

To assist 9-1-1 call takers in meeting this requirement, the CSEC developed an eLearning program for TTY Training.

Currently, the CSEC has one TTY Refresher Course for 9-1-1 call takers and one TTY Refresher Course for Poison Center call takers.

In the future, additional refresher courses will be added, as well as a more thorough and comprehensive course.

These training courses are in no way meant to replace the benefits of real-time, hands-on use of TTY equipment. However, by using the internet as a means to maximize accessibility, more call takers will have the opportunity to take these courses and meet the requirements of the DOJ and the ADA.

To access the CSEC online training program and to view available courses, please go to this link: <http://www.911.state.tx.us/training>.

**ATTACHMENT H**

**Attachment I**  
**Ownership Agreement**

As stipulated in Article 3 of the Agreement, the RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction.

The RPC hereby establishes all 9-1-1 equipment located at Jack County Sheriff's Office, in Jack County, to be the property of Nortex Regional Planning Commission, hereinafter referred to as "Owner".

NORTEX REGIONAL PLANNING COMMISSION

By: 

Printed Name: Dennis Wilde

Title: Executive Director

Date: 7-18-2013

JACK COUNTY, TEXAS

By: 

Printed Name: Mitchell Davenport

Title: County Judge

Date: 8-5-13

**ATTACHMENT I**

## RESOLUTION

**WHEREAS**, the Commissioners Court of Jack County (the County), is dedicated to the principles of equality set forth in the great chartering documents in the history of this state and nation;

**WHEREAS**, these same governing bodies are also dedicated to the principles of equality contained in the legal concept of "one person, one vote";

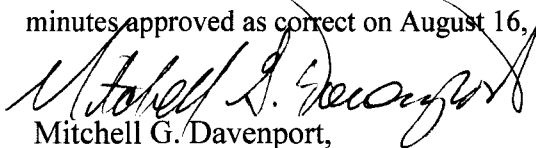
**WHEREAS**, the County Clerk has proposed to the Commissioners Court that the Jack County Voting Plan for the General Election of November 5, 2013 to consolidate the normal polling place of Voting Precinct Precincts 1, 3, and 4 from their respective and normal polling places to the regular polling place to that of Voting Precinct 6 located in the Assembly Room, Room 104, of the Jack County Courthouse located at 100 N. Main; Jacksboro, Texas;

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF JACK COUNTY, TEXAS**, that the above plan for changing the physical location for voting in Voting Precinct No.1, 3, and 4 be consolidated for the November 5, 2103 election, should be submitted and recommended to the people of the respective entity voting precincts for comment through public hearings; and,

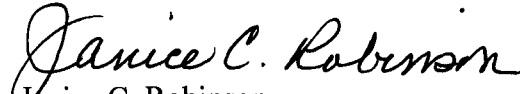
**NOW, THEREFORE, BE IT RESOLVED BY THESE SAME GOVERNING BODIES**, and it is so ordered, that:

- 1) a public hearing will be conducted on the recommended adoption of this modification of the County's voting plan;
- 2) a notice of said hearing and its purposes will be posted by the County Judge on the bulletin board of the governing body and published in the local newspaper on one occasion prior to the hearing;
- 3) a copy of said amendment to the Plan will be maintained on file in office of the records clerk for the governing body for the public to view or to copy at their expense: and,
- 4) the amendment to the Plan shall become effective on September 30, 2013 should the U.S. Department of Justice fail to pre-clear this plan for the proposed change by that date.

**PASSED, APPROVED AND ADOPTED** by the governing bodies as of the 5<sup>th</sup> day of August, 2013 on minutes approved as correct on August 16, 2013.

  
Mitchell G. Davenport,  
County Judge of Jack County, Texas

**ATTEST:**

  
Janice C. Robinson,  
County Clerk of Jack County, Texas



**FILED FOR RECORD**  
\_\_\_\_\_  
O'CLOCK \_\_\_\_ M.  
**AUG 05 2013**  
JANICE ROBINSON, County Clerk  
JACK COUNTY, TEXAS  
BY \_\_\_\_\_ DEPUTY