

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

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

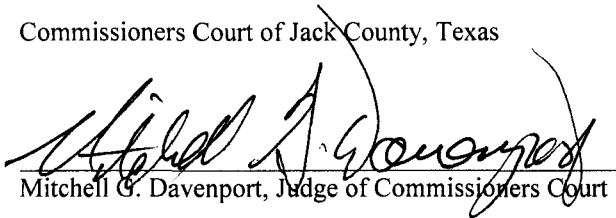
Notice is hereby given that a Meeting of the above named Commissioners Court will be held on **Friday the 13th day of December, 2013 at 2:30 o'clock p.m.**, in the County Courthouse, Jacksboro, Texas, at which time the following subjects\* will be discussed and appropriate action taken, to-wit:

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.

1. PUBLIC FORUM (Limited to 5 minutes per person);
2. PAYMENT OF CLAIMS;
3. Discussion of Commissioner Precinct Operations;
4. Further discussion of creation of County Energy Transportation Reinvestment Zones (CERTZ'S) to specifically include the hiring of Allison & Bass Associates, L.L.P. as consultant in the adoption and enactment of said zones for Jack County per the proposed Retainer Agreement;
5. FUTURE AGENDA ITEMS; AND;
6. ADJOURNMENT.

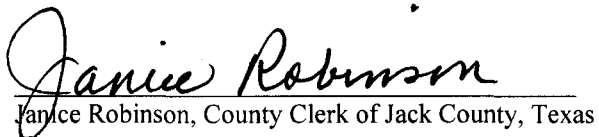
Dated this the 10th day of December, 2013

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 10th day of December, 2013, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this the 10th day of December, 2013

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

By: \_\_\_\_\_  
Deputy Clerk



**FILED FOR RECORD**

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

**DEC 10 2013**

**JANICE ROBINSON, County Clerk  
JACK COUNTY, TEXAS**

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

MINUTES

On this the 13<sup>th</sup> day of December, 2013 the Commissioners Court of Jack County, Texas met in Regular session at 2:31 p.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**  
\_\_\_\_\_ O'CLOCK \_\_\_\_\_ M.  
**DEC 19 2013**  
JANICE ROBINSON, County Clerk  
JACK COUNTY, TEXAS  
BY \_\_\_\_\_ DEPUTY

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 Cozart made a motion to pay all bills. Commissioner Brock seconded and the motion carried unanimously.

PRECINCT OPERATIONS

Discussion of Commissioner Precinct Operations;

There is still snow out on the County roads but they are much improved from earlier in the week.

COUNTY ENERGY TRANSPORTATION REINVESTMENT ZONES (CETRZ'S)

Further discussion of creation of County Energy Transportation Reinvestment Zones (CETRZ'S) to specifically include the hiring of Allison & Bass Associates, L.L.P. as consultant in the adoption and enactment of said zones for Jack County per the proposed Retainer Agreement;

Commissioner Cozart made a motion to hire Allison & Bass Associates, L.L.P. as consultant for the CETRZ project and approve the proposed Retainer Agreement. Commissioner Ward 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.

*Fearl F. Smith*  
Fearl F. Smith, Commissioner Pct. #1

*James Brock*  
James Brock, Commissioner Pct. #2

James L. Cozart, Commissioner Pct. #3

*Terry Ward*  
Terry Ward, Commissioner Pct. #4

*Mitchell G. Davenport*  
Mitchell G. Davenport, County Judge

ATTEST:

*Janice Robinson*  
Janice Robinson, County Clerk



DEC 13 2013

JANICE ROBINSON, County Clerk  
JACK COUNTY, TEXAS**RETAINER AGREEMENT**THIS AGREEMENT is made and entered into this 13<sup>th</sup> day of December, 2013, DEPUTY

by and between Jack County, Texas, hereinafter referred to as "Client", and Allison, Bass & Associates, L.L.P. hereinafter referred to as "Attorneys".

**Recitals**

The Client is a political subdivision of the State of Texas. The Attorneys are duly licensed to practice law in the State of Texas and desire to render their professional services for the Client as provided herein.

The Commissioners Court of Jack County, Texas, acting in its judicial and executive capacity, finds that the public interest requires the retention of legal counsel to represent the County in the referenced matters, to-wit: Assistance in the creation and administration of a County Energy Transportation Reinvestment Zone (CETRZ) and preparation and submission of an Application for CETRZ grants administered by the Texas Department of Transportation, pursuant to §222.1071 and Chapter 256 of the Texas Transportation Code.

THEREFORE, the Client hereby engages the services of the Attorneys, and in consideration of the mutual promises herein contained, the parties agree as follows:

**Services of Attorney**

1. The Attorneys will advise and represent the Client in legal matters as requested by the Client, by and through a majority vote of the Commissioners Court, pertaining to issues involving such matters as may be assigned by the Commissioners Court. Services will also include drafting and reviewing of documents, assistance with public notices, hearing, and administrative details related to road condition reports, cost estimates, and project identification pursuant to the statutes related to the creation of a CETRZ and application for Grant Funding.
2. This Retainer Agreement shall serve as the basis for understanding regarding fees and costs to be charged to the Client, but the subject matter for legal services may only be

authorized by an Order of the Commissioners Court.

3. Fees will include any and all necessary research, drafting and reviewing of documents, briefing, and consultation with the Client required for the proper disposition of any and all matters entrusted to the Attorneys pursuant to this retainer agreement.

#### Compensation

4. For the services described in Paragraph 1, the Client agrees to pay the Attorneys the Flat Fee sum of \$5,000.00 for services rendered by partners, associates and paralegals of the firm. Attorneys will provide Client with an invoice upon the conclusion of the grant process and the award of grant funds, if any. In the event the grant application is not approved, no fee will be due.

#### Devotion of Time

5. The Attorney shall make themselves available for consultation with the Client at reasonable times, at the request of the Client. Due to the abbreviated timeline, however, this fee does not include travel or personal appearances in the county.

#### Term

6. This agreement shall be effective on the execution hereof by Client and shall continue in effect until the matter has been finally resolved or upon 30 days written notice by either party. The Client shall send notice to the Attorneys' office at 402 West 12th Street, Austin, Texas 78701, and the Attorneys shall send notice to the Client care of the County Judge, 100 N Main St Ste 206, Jacksboro, Texas, 76458-1746.

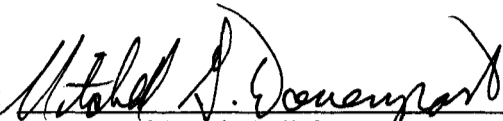
#### Prior Agreements Superseded

7. This agreement constitutes the sole and only agreement of the parties hereto pertaining to the subject matter of this retainer, and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

EXECUTED on the 13<sup>th</sup> day of December, 2013.

CLIENT  
JACK COUNTY, TEXAS

ATTORNEYS  
ALLISON, BASS & ASSOCIATES, L.L.P.

By:   
Honorable Mitchell G. Davenport

By:   
James P. Allison / Robert T. Bass