

**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 27th day of January, 2014 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.

JAN 23 2014

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

BY _____ DEPUTY

1. PUBLIC FORUM (Limited to 5 minutes per person);

2. PAYMENT OF CLAIMS;

3. CONSENT AGENDA ITEMS:

(a) Approval of Minutes of Meeting of January 13, 2014;

(b) Review and Acceptance of Revised Treasurer's and Auditor's Monthly Report for period ending December 31, 2013;

(c) Acceptance of Training Certificate from Commissioner James Cozart attending the West Texas Rural Counties Association 2013 Professional Education Conference held on October 30 & 31, 2013;

(d) Approval of Road Boring/Crossing by Black Sheep Oilfield Services, LLC on Lynn Creek Road in Precinct #4;

(e) Approval of Road Boring/Crossing by Oakridge Oil and Gas, LP on Puddin' Valley Road in Precinct #1;

(f) Acceptance of offer of donation by Kerry Mower for purchase and County application of recycled asphalt material on county road in front of his home on Lone Tree Road;

(g) Approval of Interlocal Agreement with Texas DPS to authorize the County to perform the initial processing of applications for TXDPS election identification certificates (EICs) at one or more sites selected by the County using mobile election identification equipment (mobile EIC centers) provided by TXDPS;

4. **Timed Agenda:**

9:00 a.m. –

(a) Presentation by 4-H'ers on their showing experience at the Jack County Youth Fair and telling how 4-H has influenced their lives - Texas A&M AgriLife Extension Service;

(b) Presentation by one of Jacksboro FCCLA Teams on cancer - Texas A&M AgriLife Extension Service;

10:00 a.m. - Approval of Letter of Agreement for auditing services by Rylander, Clay, & Opitz for county fiscal year ending September 30, 2013 and retention of Birdwell, Quinn & Co., P.C. of Jacksboro to handle the non-audit services as required in revised version of GASB (Generally Accepted Governmental Auditing Standards Board) – Robert Simpson of RC&O;

5. Discussion of Commissioner Precinct Operations

6. Update on Courthouse Repair Project 2013 details;

7. Review and approval of 2013 Rotation Wrecker vendors for Sheriff's Department - Sheriff Mayo;

8. Presentation on Annual Report to the Texas Historical Commission by Jack County Historical Commission and appointment of additional members – Jess Elmore;

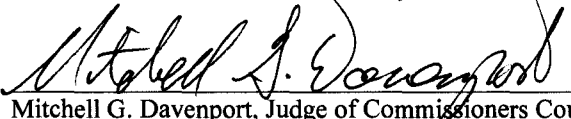
9. Further discussion of creation of County Energy Transportation Reinvestment Zones (CETRZs);

10. FUTURE AGENDA ITEMS; AND;

11. ADJOURNMENT.

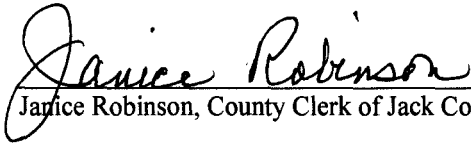
Dated this the 23rd day of January, 2014

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 23rd day of January, 2014, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this the 23rd day of January, 2014


Janice Robinson, County Clerk of Jack County, Texas



By: _____
Deputy Clerk

MINUTES

On this the 27th day of January, 2014 the Commissioners Court of Jack County, Texas met in Regular session at 9:10 a.m. with the following elected officials present:

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.

FEB 10 2014

JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

PUBLIC FORUM

No members of the public were present.

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

CONSENT AGENDA ITEMS

- (a) Approval of Minutes of meeting of January 13, 2013;
- (b) Review and Acceptance of Revised Treasurer's and Auditor's Monthly Report for period ending December 31, 2013;
- (c) Acceptance of Training Certificate from Commissioner James Cozart attending the West Texas Rural Counties Association 2013 Professional Education Conference held on October 30 & 31, 2013;
- (d) Approval of Road Boring/Crossing by Black Sheep Oilfield Services, LLC on Lynn Creek Road in Precinct 4;
- (e) Approval of Road Boring/Crossing by Oakridge Oil and Gas, LP on Puddin' Valley Road in Precinct 1;
- (f) Acceptance of offer of donation by Kelly Mower for purchase and County application of recycled asphalt material on county road in front of his home on Lone Tree Road;
- (g) Approval of Interlocal Agreement with Texas DPS to authorize the County to perform the initial processing of applications for TXDPS election identification certificates (EICs) at one or more sites selected by the County using mobile election identification equipment (mobile EIC centers) provided by TXDPS;

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

9:10 A.M. - TIMED AGENDA

Presentation by 4-H'ers on their showing experience at the Jack County Youth Fair and telling how 4-H has influenced their lives – Alinda Cox - Texas A&M AgriLife Extension Service;

The following students spoke to the Court about their experiences in 4-H:

Monty Lake, Ashley Cox, Raney Overton, Karson Hood, Trey Berry, and Gracie Moore.

Presentation by one of Jacksboro High School FCCLA Teams on cancer – Tiffany Estrada, FCCLA sponsor;

JHS FCCLA students Darby Sherrod, Carly Rhoades, and Ashley Cox made a presentation on cancer to the Court.

11:30 A.M. – TIMED AGENDA

Approval of Letter of Agreement for auditing services by Rylander, Clay & Opitz for county fiscal year ending September 30, 2013 and Retention of Birdwell, Quinn, & Co., P.C. of Jacksboro to handle the non-audit services as required in revised version of GASB (Generally Accepted Governmental Auditing Standards Board) – Robert Simpson of Rylander, Clay & Opitz

Commissioner Ward made a motion to approve the Letter of Agreement with Rylander, Clay & Opitz and Retain Birdwell, Quinn, & Co., PC of Jacksboro. Judge Davenport seconded and the motion carried unanimously.

COUNTY ENERGY TRANSPORTATION REINVESTMENT ZONES (CETRZs)
Further discussion of creation of County Energy Transportation Reinvestment Zones (CETRZs);

12:50 P.M. – RECESS FOR LUNCH
2:00 P.M. – COURT RESUMES

The Court continued to work on the CETRZ project.
No action taken.

PRECINCT OPERATIONS
Discussion of Commissioner Precinct Operations; - No Action

COURTHOUSE REPAIR PROJECT 2013
Update on Courthouse Repair Project 2013 details; - No Action

2013 ROTATION WRECKER VENDORS
Review and approval of 2013 Rotation Wrecker vendors for Sheriff's Department – Sheriff Mayo;

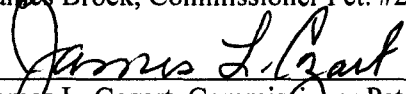
Commissioner Cozart made a motion to approve the attached list. Commissioner Brock seconded and the motion carried unanimously.

JACK COUNTY HISTORICAL COMMISSION ANNUAL REPORT
Presentation on Annual Report to the Texas Historical Commission by Jack County Historical Commission and appointment of addition members – Jess Elmore;


Mr. Elmore was not available to attend and this will be placed on a future agenda.

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



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



JAN 23 2014

JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS
BY _____ DEPUTY

JACK COUNTY COMMISSIONERS COURT

AGENDA FOR SPECIAL COURT MEETING

The Commissioners Court of Jack County, Texas, hereby gives notice of a Special Court Meeting, to be held on the 27th day of January, 2014, at 9:00 o'clock a.m., at the County Courthouse, to take up for consideration the following topics:

1. Discussion and potential action regarding the creation of one or more County Energy Transportation Reinvestment Zone (CETRZ), as authorized by law, to promote one or more infrastructure projects to be located within the County to be funded by the CERTZ including the potential boundaries and requirements of a County Energy Transportation Reinvestment Zone (CETRZ), as authorized §222.1071 of the Texas Transportation Code, appointment of the Advisory Board, and other related matters.
2. Discussion and potential action regarding the SB 1747 Prioritized Project List for the County Transportation Infrastructure Fund Grant Program.
3. Discussion and consideration of accepting the annual road report(s) for filing in the minutes of the Commissioners Court.

Dated this the 23rd day of January, 2014.

Commissioners Court of Jack County, Texas

By: Mitchell G. Davenport
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 23rd day of January, 2014, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

Dated this the 23rd day of January, 2014.

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



By: _____
Deputy Clerk

FILED FOR RECORD

O'CLOCK ____ M.

APPLICATION FOR PERMIT TO CROSS COUNTY ROAD
TO CONSTRUCT PIPELINE OR UTILITY

JAN 27 2014

THE STATE OF TEXAS
COUNTY OF JACK

JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

NOW COMES - Black Sheep Oilfield Services, 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
- 14, 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):

Boring/Crossing on Lynn Creek Rd., Pct. #4

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 4 day of January, ~~2013~~ 2014

Recommended by:

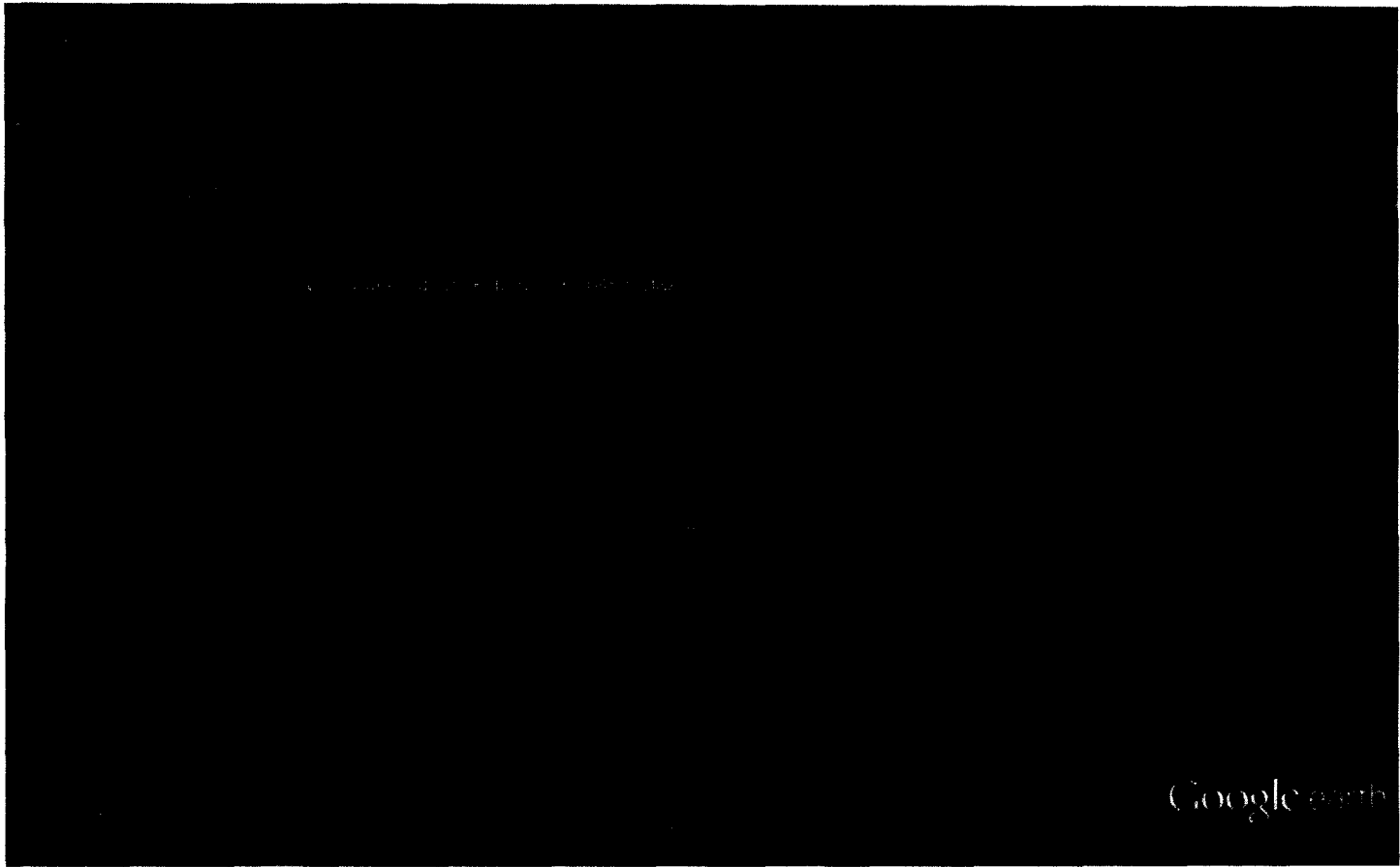
APPLICANT: Black Sheep Oil Field

Phone No. 940-255-5831 -

- _____ -
COMMISSIONER:
PRECINCT # - 4 -

By: John Dennis -

APPROVED: [Signature] -
County Judge of Jack County, Texas



Google earth





Google earth

Google earth



FILED FOR RECORD

____ O'CLOCK ____ M.

APPLICATION FOR PERMIT TO CROSS COUNTY ROAD
TO CONSTRUCT PIPELINE OR UTILITY

JAN 27 2014

THE STATE OF TEXAS
COUNTY OF JACK

JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

NOW COMES - DAKTRIDGE OIL + GAS LP, 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
- 1, 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):

pipe line right of way across Puddin Valley Ln, Jack County

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 16th day of JANUARY, 2014

Recommended by: _____

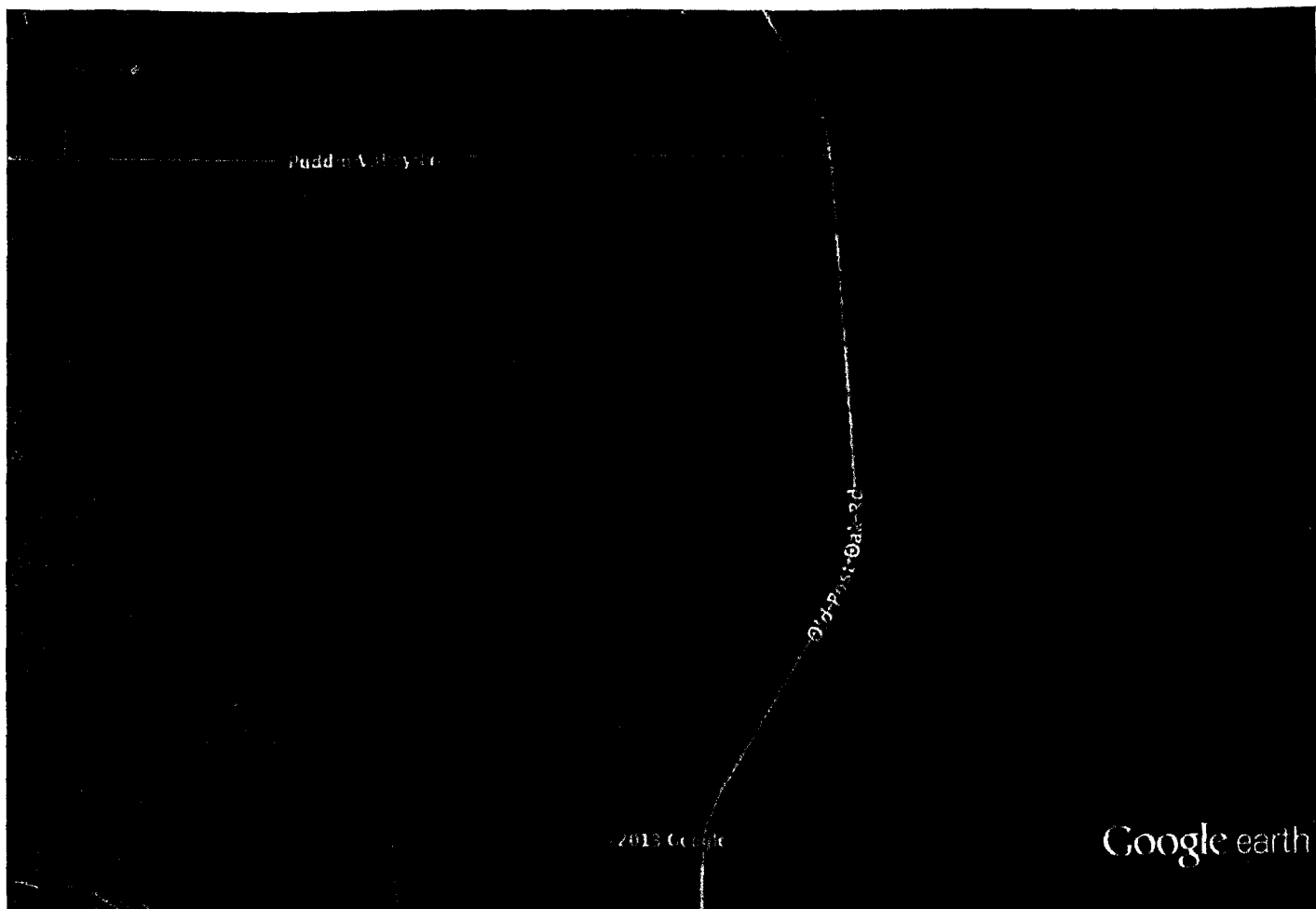
APPLICANT: OAKRIDGE O.I + GAS LP

Phone No. 940 567 3147

By: He Ward

COMMISSIONER:
PRECINCT # - _____

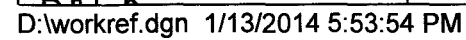
APPROVED: [Signature]
County Judge of Jack County, Texas



Google earth

feet
km





APR 16 2014

**INTERLOCAL COOPERATION CONTRACT
Mobile EIC Operations**JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS
BY _____ DEPUTY**I. Parties**

This contract ("Contract") is made and entered by and between Jack County, Texas ("the County") and the Texas Department of Public Safety ("TXDPS"), referred to herein as the "Parties," pursuant to the authority granted in Chapter 521 of the Texas Transportation Code and the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

II. Purpose

The purpose of this Contract is to authorize the County to perform the initial processing of applications for TXDPS election identification certificates (EICs) at one or more sites selected by the County using mobile election identification equipment (mobile EIC centers) provided by TXDPS.

III. Responsibilities of Parties**A. The County**

The County may perform the initial processing of EICs using the mobile EIC centers provided by TXDPS at one or more sites selected by the County and during hours of operation determined by the County. In providing these services, the County shall comply with the then current written instructions and training provided by TXDPS.

The County shall reimburse TXDPS for the reasonable replacement costs of any mobile EIC centers that TXDPS and the County determine were damaged, lost or stolen while in the custody of the County, normal wear and tear excepted.

B. TXDPS

TXDPS shall acquire and provide the County with mobile EIC centers to perform initial processing of EICs.

TXDPS shall provide the County with initial written instructions and training, and updates thereafter as TXDPS determines are necessary, under which the County shall provide these services.

TXDPS will not reimburse the County for any of its expenses in providing these services or otherwise incurred under this Contract.

IV. Terms and Conditions

1. **Term:** This Contract will become effective on the date it is signed by the last of the two Parties to this Contract and will continue until it is terminated on mutual agreement or as provided in IV.2 of this Contract.
2. **Termination:** Either Party may voluntarily cancel this Contract for any reason upon thirty (30) calendar days written notice to the other Party. Within forty-five (45) calendar days of the date of termination, the County shall return all mobile EIC centers to TXDPS.

3. Neither party has authority for or on behalf of the other except as provided in this Contract. No other authority, power, partnership, or rights are granted or implied.
4. Non-Incorporation: This Contract constitutes the entire agreement between the Parties with regard to the matters made the subject of this Contract. There are no verbal representations, inducements, agreements, or understandings between the Parties other than those specifically set forth herein.
5. Amendments: No modifications, amendments or supplements to, or waivers of, any provision of this Contract shall be valid unless made in writing and signed by both Parties to this Contract.
6. Force Majeure: Neither Party shall be liable to the other for any default or delay in the performance of its obligations under this Contract caused by force majeure, provided the Party seeking to be excused has prudently and promptly acted to take any and all reasonable corrective measures that are within the Party's control. Force majeure is defined as those causes beyond the control of the Party required to perform that are generally recognized under Texas law as a force majeure event, such as acts of God, unusual weather conditions, fire, riots, sabotage, acts of domestic or foreign terrorism, or any other cause beyond the reasonable control of such Party.
7. Governing Law and Venue: This Contract shall be construed under and in accordance with the laws of the State of Texas. Except as otherwise provided by Chapter 2260 of the Texas Government Code, venue for any litigation between the Parties shall be Travis County, Texas.
8. Dispute Resolution: The County shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code and the applicable TXDPS administrative rules to attempt to resolve all disputes or contract claims arising under this Contract.
9. No Joint Enterprise: The provisions of this Contract are not intended to create, nor shall they be in any way construed to create, a joint venture, a partnership, or to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for the Parties whatsoever with respect to the Parties' indebtedness, liabilities, and obligations.
10. Severability: If any provision of this Contract is held to be invalid, unenforceable, or illegal in any respect, such provision shall be fully severable, and the remainder of this Contract shall remain valid and in full force and effect.
11. Notice: Any notice required or permitted under this Contract shall be in writing and shall be directed to the Parties as designated below and shall be deemed given: (1) when delivered in hand and a receipt granted; (2) when received if sent by certified mail, return receipt requested; (3) upon three business days after deposit in the United States mail; or (4) when received if sent by confirmed facsimile or confirmed email:

If to TXDPS:

Driver License Division
Tony Rodriguez, Senior Manager
Texas Department of Public Safety
Driver License Division
PO Box 4087
Austin, TX 78773-0300
Telephone: 512-424-5657
Email: eic@dps.texas.gov

If to COUNTY:

Name: Mitchell G. Davenport
Title: County Judge
County: Jack
Mailing Address: 100 N. Main St., Ste. 206; Jacksboro, TX 76458
Phone: 940.567.2241
Email: countyjudge@jackcounty.org

Either of the Parties may change its address or designated individual(s) to receive notices by giving the other Party written notice as provided herein, specifying the new address and/or individual and the date upon which it shall become effective.

12. Signatory Authorization: The signatories for the Parties hereby represent and warrant that each has full and complete authority to enter into this Contract.
13. Certifications: The Parties certify that: each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party; this Contract is authorized by the governing body of the Parties; and each has the authority to enter into this Contract.

Having agreed to the terms and conditions stated herein, the Parties do hereby execute this Contract.


COUNTY:



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

Date: January 27, 2014

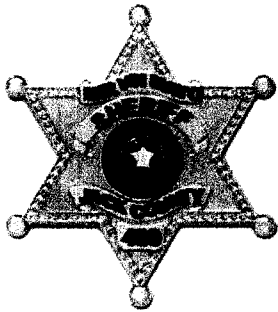
TEXAS DEPARTMENT OF PUBLIC SAFETY:

 4-14-14

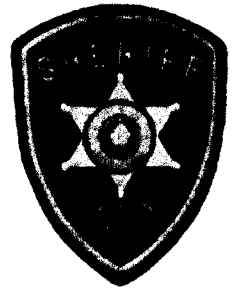
Signature Date

Joe Peters, Assistant Director

Printed Name & Title



Jack County Sheriff's Office
1432 FM 3344
Jacksboro, Texas 76458
Ph: 940-567-2161
Fax: 940-567-2144
Sheriff Melvin Mayo
www.jackcountysheriff.com



COMMISSIONERS COURT APPROVAL REQUEST

Respectfully submitted this the 13th day of January 2014 to the Commissioners Court of Jack County while in secession.

2014 Sheriff's Office ROTATION WRECKER APPLICANTS:

Ricks Auto Repair and Towing
3280 South Hwy. 101
Bridgeport, Texas 76426
940-683-3720

Chico Auto Parts and Service
602 South Weatherford Street
Chico, Texas 76431
940-644-2996

Florance Paint and Body
120 Sewell Ave.
Jacksboro, Texas 76458
940-567-3259

FILED FOR RECORD

____ O'CLOCK ____ M.

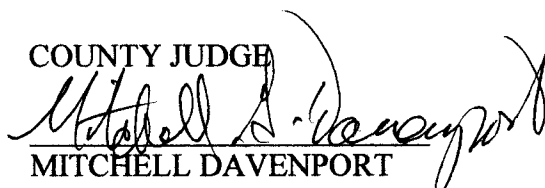
JAN 27 2014

JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

Having fulfilled all application requirements for 2014, Sheriff Mayo request Commissioners Court of Jack County to approve the above referenced vendors for the respected service to and for Jack County.

COUNTY JUDGE


MITCHELL DAVENPORT

DATE

1-27-14



R | C | O RYLANDER, CLAY & OPITZ, LLP
CERTIFIED PUBLIC ACCOUNTANTS
Smart Solutions. Real Results.

FILED FOR RECORD

____ O'CLOCK ____ M.

JAN 27 2014

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

BY _____ DEPUTY

January 27, 2014

Honorable Judge Mitchell Davenport
Jack County
100 Main Street
Jacksboro, Texas 76458

The Objective and Scope of the Audit of the Regulatory basis financial Statements

You have requested that we audit the financial statements of Jack County, Texas (the "County"), which comprise general purpose financial statements in accordance with standards necessary for the County's bond company ("regulatory basis financial statements"), which is not intended to be in accordance with accounting principles generally accepted in the United States of America as defined in GASB # 34 as of and for the year-ended September 30, 2013. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Our audit will be conducted with the objective of our expressing an opinion on the regulatory basis financial statements.

The Responsibilities of the Auditor

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS); "Government Auditing Standards" issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. 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.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. Also, an audit is not designed to detect errors or fraud that are immaterial to the regulatory basis financial statements. The determination of abuse is subjective; therefore, Government Auditing Standards do not expect us to provide reasonable assurance of detecting abuse.

In making our risk assessments, we consider internal control relevant to the County's preparation and fair presentation of the regulatory basis financial statements in order to design audit procedures that are

appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the regulatory basis financial statements that we have identified during the audit.

We will also communicate to the commissioners' court (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the regulatory basis financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

The funds that you have told us are maintained by the County and that are to be included as part of our audit are listed as an attachment.

Our report(s) on internal control will include any significant deficiencies and material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards identified above. Our report(s) on compliance matters will address material errors, fraud, abuse, violations of compliance obligations, and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts, and any state or federal grant, entitlement, or loan program questioned costs of which we become aware, consistent with requirements of the standards identified above.

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Our audit will be conducted on the basis that management and when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the regulatory basis financial statements in accordance with standards necessary for the County's bond company;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of regulatory basis financial statements that are free from material misstatement, whether due to fraud or error; and
- c. For establishing and maintaining effective internal control over financial reporting and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge;
- d. For (a) making us aware of significant vendor relationships where the vendor is responsible for program compliance, (b) following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings, and a corrective action plan, and (c) report distribution including submitting the reporting package[s]; and
- e. To provide us with:
 - (1) Access to all information of which management is aware that is relevant to the preparation and fair presentation of the regulatory basis financial statements such as records, documentation, and other matters;
 - (2) Additional information that we may request from management for the purpose of the audit; and
 - (3) Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.



- (4) When applicable, a summary schedule of prior audit findings for inclusion in the single audit reporting package; and
- (5) If applicable, responses to any findings reported on the schedule of findings and questioned costs.

As part of our audit process, we will request from management and when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit including among other items:

- a. That management has fulfilled its responsibilities as set out in the terms of this letter; and
- b. That it believes 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 regulatory basis financial statements taken as a whole.

Management is responsible for identifying and ensuring that County complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud or abuse, and for informing us about all known or suspected fraud or abuse affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud or abuse could have a material effect on the regulatory basis financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or abuse or suspected fraud or abuse affecting the entity received in communications from employees, former employees, regulators, or others.

Management is responsible for the preparation of the supplementary information in accordance with the regulatory basis. Management agrees to include the auditor's report on the supplementary information in any document that contains the supplementary information and that indicates that the auditor has reported on such supplementary information. Management also agrees to present the supplementary information with the audited regulatory basis financial statements or, if the supplementary information will not be presented with audited regulatory basis financial statements, to make the audited regulatory basis financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

The commissioners' court is responsible for informing us of its views about the risks of fraud or abuse within the County, and its knowledge of any fraud or abuse or suspected fraud or abuse affecting the County.

The County agrees that it will not associate us with any public or private securities offering without first obtaining our consent. Therefore, the County agrees to contact us before it includes our reports or otherwise makes reference to us, in any public or private securities offering.

Our association with an official statement is a matter for which separate arrangements will be necessary. The County agrees to provide us with printer's proofs or masters of such offering documents for our review and approval before printing and with a copy of the final reproduced material for our approval before it is distributed. In the event our auditor/client relationship has been terminated when the County seeks such consent, we will be under no obligation to grant such consent or approval.

Because Rylander, Clay & Opitz, LLP ("RCO") will rely on the County and its management and commissioners' court to discharge the foregoing responsibilities, the County holds harmless and releases



RCO, its partners, and employees from all claims, liabilities, losses, and costs arising in circumstances where there has been a knowing misrepresentation by a member of the County's management which has caused, in any respect, RCO's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

The County's Records and Assistance

If circumstances arise relating to the condition of the County's records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the regulatory basis financial statements because of error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion, issue a report, or withdraw from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the County's books and records. The County will determine that all such data, if necessary, will be so reflected. Accordingly, the County will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by County personnel, including the preparation of schedules and analyses of accounts, will be discussed and coordinated with county auditor and assistant county auditor. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

In connection with our audit, you have requested us to perform certain non-audit services necessary for the preparation of the regulatory basis financial statements, including drafting the regulatory basis financial statements and supplementary information. The independence standards of the "Government Auditing Standards" issued by the Comptroller General of the United States GAS require that the auditor maintain independence so that opinions, findings, conclusions, judgments, and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a non-audit service to the County, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other non-audit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the non-audit service to be performed. The County has agreed to contract with Birdwell, Quinn & Co., P.C. and has determined that they possess suitable skill, knowledge, or experience and understands the services to be performed sufficiently to oversee them. Accordingly, the management of the County agrees to the following:

1. The County has contracted with Kenneth Savell with Birdwell, Quinn & Co., P.C., who possesses suitable skill, knowledge, and experience to oversee the services.
2. Kenneth Savell will assume all management responsibilities for subject matter and scope of the regulatory financial statements.
3. The County will evaluate the adequacy and results of the services performed.
4. The County accepts responsibility for the results and ultimate use of the services.

GAS further requires we establish an understanding with the management and those charged with governance of the County of the objectives of the non-audit service, the services to be performed, the entity's acceptance of its responsibilities, the auditor's responsibilities, and any limitations of the non-audit service. We believe this letter documents that understanding.



Other Relevant Information

From time to time and depending upon the circumstances, we may use third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose confidential client information to them. We enter into confidentiality agreements with all third-party service providers and we are satisfied that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others.

In accordance with Government Auditing Standards, a copy of our most recent peer review report is enclosed for your information.

Fees, Costs, and Access to Workpapers

Our fees for the audit and accounting services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Our fee estimate and completion of our work is based upon the following criteria:

- a. Anticipated cooperation from County personnel and contracted accountants
- b. Timely responses to our inquiries
- c. Timely completion and delivery of client assistance requests
- d. Timely communication of all significant accounting and financial reporting matters
- e. The assumption that unexpected circumstances will not be encountered during the engagement

If any of the aforementioned criteria are not met, then fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission.

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, the County agrees it will compensate RCO for any additional costs incurred as a result of the County's employment of a partner or professional employee of RCO.

In the event we are requested or authorized by the County or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the County, the County will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The documentation for this engagement is the property of RCO. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to requested documentation will be provided under the supervision of RCO audit personnel and at a location designated by our Firm.



Claim Resolution

The County and RCO agree that no claim arising out of services rendered pursuant to this agreement shall be filed more than two years after the date of the audit report issued by RCO or the date of this arrangement letter if no report has been issued. The County waives any claim for punitive damages. RCO's liability for all claims, damages and costs of the County arising from this engagement is limited to the amount of fees paid by the County to RCO for the services rendered under this arrangement letter.

If any term or provision of this Agreement is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

Reporting

We will issue a written report upon completion of our audit of the County's regulatory basis financial statements. Our report will be addressed to the commissioners' court of the County. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In addition to our report on the County's regulatory basis financial statements, we will also issue the following types of reports:

- Reports on internal control related to the regulatory basis financial statements. These reports will describe the scope of testing of internal control and the results of our tests of internal controls.

This letter constitutes the complete and exclusive statement of agreement between Rylander, Clay & Opitz LLP and Jack County, Texas, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the regulatory basis financial statements including our respective responsibilities.

RYLANDER, CLAY & OPITZ LLP



Partner

Confirmed on behalf of the County:





ATTACHMENT A
FUNDS AND ACCOUNT GROUPS

- General Fund
- Debt Service Fund
- Special Revenue Funds
- Capital Project Fund
- Agency Fund
- General Fixed Asset Account Group
- General Long Term Debt Account Group





104 N. Church Street
P.O. Drawer 427
Jacksboro, Texas 76458
Phone: (940) 567-2652
Fax: (940) 567-2675

Birdwell, Quinn & Co., P.C.
Certified Public Accountants

Allen R. Birdwell
Douglas H. Quinn
Kenneth R. Savell

January 27, 2014

Commissioners' Court
Jack County, Texas
100 Main Street
Jacksboro, Texas 76458

Dear Judge Davenport:

We are pleased to confirm our understanding of the services we are to provide Jack County for the year ended September 30, 2013. We would be engaged by the Commissioners' Court and be responsible for:

Understanding the adjustments required to convert the County's financial statements to the basis of accounting used for external reporting.

Reviewing and understanding the regulatory basis financial statements prior to their issuance.

Our fee for these services will be at our standard hourly rate.

We appreciate the opportunity to be of service to Jack County 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,

Kenneth R. Savell, C.P.A.
Birdwell, Quinn & Co., P.C.

RESPONSE:

This letter correctly sets forth the understanding of Commissioners' Court

Governance signature:

Title: County Judge - Jack County Texas

Date: January 27, 2014

FILED FOR RECORD

____ O'CLOCK ____ M.

JAN 27 2014

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

BY _____ DEPUTY

System Review Report

October 24, 2011

To the Shareholders of
Birdwell, Quinn & Co., P.C.
and the Peer Review Committee of the Texas Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Birdwell, Quinn & Co., P.C. (the firm) in effect for the year ended June 30, 2011. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included an engagement performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Birdwell, Quinn & Co., P.C. in effect for the year ended June 30, 2011, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Birdwell, Quinn & Co., P.C. has received a peer review rating of *pass*.

Davis Kinard & Co, PC
Certified Public Accountants