

REVISED

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 14th day of July at 10:00 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.

JUL 11 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 Meetings of June 23, 2014;
 - (b) Approval/Renewal of Performance Bond for Deputy Sheriff Eldon Ray Hannah;
 - (c) Authorization for use of County Road Right-of-Way for Utility Crossing by:
 - (i) Road Crossing – Brigadier Oil & Gas on Salt Creek Road – Precinct 3;
 - (ii) Road Crossing – Laake Oilfield Services, LLC on Martin Road – Precinct 4;
 - (iii) Road Crossing - Newark E & P Operating, LLC at Intersection of Burwick & Reeves Roads – Precinct 4;
 - (d) Approval of proposal by Texas Association of Counties to renew and continue Health and Employee Benefits Pool for County Health Insurance coverage for FY15;
 - (e) Approval of execution of Interlocal Agreement with Texas Department of Information Resources/Communication Technology Services Division (DIR/CTS) to provide TEX-AN communications services to the County;
 - (f) Approval/Adoption of Participation Rate in the Texas County & District Retirement System for the FY15;
 - (g) Payment of annual contribution for operation of Jack-Wise Juvenile Probation Department per Interlocal Agreement with Wise County based on population and certain agreed items of cost; check will be issued in the amount of \$30,000;
 - (h) Payment of annual contribution for operation of Jack-Wise Judicial District Budget per Interlocal Agreement with Wise County dated July, 2002 based on population and certain agreed items of cost;
 - (i) Continued approval of application for Unclaimed Electric Co-op Capital Credits received from State Comptroller and disbursement to CASA (Court Appointed Special Advocates of Wise & Jack Counties for children);
 - (j) Set and continue collection of the \$10 County Road and Bridge Fee in Motor Vehicle Registration, effective January 1, 2015;
 - (k) Execution of Retainer Agreement with Allison, Bass, & Magee, LLP to represent the County in continuing legal matters pertaining to the administration of the County Transportation Infrastructure Fund Grant Program, which includes assistance and guidance with TxDOT certifications, forms and invoicing;
4. **Timed Agenda:** None;
5. Discussion of Commissioner Precinct Operations;
6. Update on Courthouse Repair Project 2014 details, if any;
7. Update, if any, by Sheriff Mayo on the status of the improvement of the Jack County Emergency Communications System;
8. Review and Approve Service Agreement with VistaCom regarding recording equipment used in operation of the LEC communications system;
9. Update on status of County activities under the CTIF Grant;
10. Review and action on proposal for purchase or rental of a packer for operations under CTIF Grant – James Brock;
11. Budget FY15 Workshop including, but not limited to:
 - (a) creation of an Internet Technology Department and the hiring of an IT Director for the balance of FY14 and the outline of the department in the coming budget;
 - (b) possible changes and arrangements in the Building Maintenance Department for the balance of FY14 and FY15 including the replacement of the Department Director;

12. Consider terms and possibility of Interlocal Agreement between the County and the City of Bryson to provide backup law enforcement, dispatch, and detention services in anticipation, of the City of Bryson establishing a City Marshal;

13. FUTURE AGENDA ITEMS; AND;

14. ADJOURNMENT.

Dated and signed this the 11th day of July, 2014

Commissioners Court of Jack County, Texas

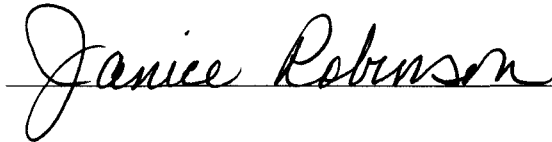


Mitchell G. Davenport, Judge of Commissioners Court

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 11h day of July, 2014, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this the 11th day of July, 2014, at 9:18 o'clock a.m.

Janice Robinson, County Clerk of Jack County, Texas





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

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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.

JUL 10 2014

JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS

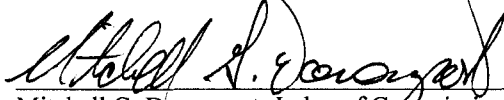
BY _____ DEPUTY

1. PUBLIC FORUM (Limited to 5 minutes per person);
2. PAYMENT OF CLAIMS;
3. CONSENT AGENDA ITEMS:
 - (a) Approval of Minutes of Meetings of June 23, 2014;
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 - (iii) Road Crossing - Newark E & P Operating, LLC at Intersection of Burwick & Reeves Roads – Precinct 4;
 - (d) Approval of proposal by Texas Association of Counties to renew and continue Health and Employee Benefits Pool for County Health Insurance coverage for FY15;
 - (e) Approval of execution of Interlocal Agreement with Texas Department of Information Resources/Communication Technology Services Division (DIR/CTS) to provide TEX-AN communications services to the County;
 - (f) Approval/Adoption of Participation Rate in the Texas County & District Retirement System for the FY15;
 - (g) Payment of annual contribution for operation of Jack-Wise Juvenile Probation Department per Interlocal Agreement with Wise County based on population and certain agreed items of cost; check will be issued in the amount of \$30,000;
 - (h) Payment of annual contribution for operation of Jack-Wise Judicial District Budget per Interlocal Agreement with Wise County dated July, 2002 based on population and certain agreed items of cost;
 - (i) Continued approval of application for Unclaimed Electric Co-op Capital Credits received from State Comptroller and disbursement to CASA (Court Appointed Special Advocates of Wise & Jack Counties for children);
 - (j) Set and continue collection of the \$10 County Road and Bridge Fee in Motor Vehicle Registration, effective January 1, 2015;
4. **Timed Agenda:** None;
5. Discussion of Commissioner Precinct Operations;
6. Update on Courthouse Repair Project 2014 details, if any;
7. Update, if any, by Sheriff Mayo on the status of the improvement of the Jack County Emergency Communications System;
8. Review and Approve Service Agreement with VistaCom regarding recording equipment used in operation of the LEC communications system;
9. Update on status of County activities under the CTIF Grant;
10. Review and action on proposal for purchase or rental of a packer for operations under CTIF Grant – James Brock;
11. Budget FY15 Workshop including, but not limited to:
 - (a) creation of an Internet Technology Department and the hiring of an IT Director for the balance of FY14 and the outline of the department in the coming budget;
 - (b) possible changes and arrangements in the Building Maintenance Department for the balance of FY14 and FY15 including the replacement of the Department Director;
12. Consider terms and possibility of Interlocal Agreement between the County and the City of Bryson to provide backup law enforcement, dispatch, and detention services in anticipation, of the City of Bryson establishing a City Marshal;
13. FUTURE AGENDA ITEMS; AND;

14. ADJOURNMENT.

Dated and signed this the 10th day of July, 2014

Commissioners Court of Jack County, Texas




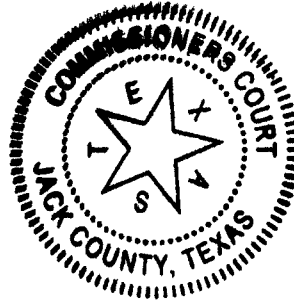
Mitchell G. Davenport, Judge of Commissioners Court

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 10th day of July, 2014, 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 July, 2014, at 2:45 o'clock a.m.

Janice Robinson, County Clerk of Jack County, Texas

By: _____
Janice Robinson



JUL 28 2014

MINUTES

JANICE ROBINSON, County Clerk

JACK COUNTY, TEXAS

On this the 14th day of July, 2014 the Commissioners Court of Jack County, Texas met in Regular session at 10:05 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

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 Smith made a motion to pay all bills. Judge Davenport seconded and the motion carried unanimously.

CONSENT AGENDA ITEMS

- (a) Approval of Minutes of Meetings of June 23, 2014;
- (b) Approval/Renewal of Performance Bond for Deputy Sheriff Eldon Ray Hannah;
- (c) Authorization for Use of County Road Right-of-Way for Utility Crossing by:
 - (i) Road Crossing – Brigadier Operating, LLC on Salt Creek Road – Precinct 3;
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- (d) Approval of proposal by Texas Association of Counties to renew and continue Health and Employee Benefits Pool for County Health Insurance coverage for FY15;
- (e) Approval of execution of Interlocal Agreement with Texas Department of Information Resources/Communications Technology Services Division (DIR/CTS) to provide TEX-AN communications services to the County;
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- (j) Set and continue collection of the \$10 County Road and Bridge Fee in Motor Vehicle Registration, effective January 1, 2015;
- (k) Execution of Retainer Agreement with Allison, Bass, & Magee, LLP to represent the County in continuing legal matters pertaining to the administration of the County Transportation Infrastructure Fund Grant Program, which includes assistance and guidance with TxDOT certifications, forms and invoicing;

Judge Davenport made a motion to approve the Consent Agenda items. Commissioner Ward seconded and the motion carried. Commissioner Smith did not vote.

TIMED AGENDA – None

PRECINCT OPERATIONS

Discussion of Commissioner Precinct Operations; - No new updates to report or discuss.

COURTHOUSE REPAIR PROJECT 2014

Update on Courthouse Repair Project 2014 details, if any; - No new updates to report.

JACK COUNTY EMERGENCY COMMUNICATIONS SYSTEM

Update, if any, by Sheriff Mayo on the status of the improvement of the Jack County Emergency Communications System; - Sheriff Mayo is continuing to move forward with this project.

VISTACOM SERVICE AGREEMENT

Review and Approve Service Agreement with VistaCom regarding recording equipment used in operation of the LEC communications system;

Sheriff Mayo stated that the new contract will run from September 1, 2014 – August 31, 2015.

Commissioner Cozart made a motion to authorize Judge Davenport to sign this Service Agreement. Commissioner Brock seconded and the motion carried unanimously.

COUNTY TRANSPORTATION INFRASTRUCTURE FUND GRANT (CTIF)

Update on status of County activities under the CTIF Grant;

Treasurer Kim Gibby advised all tickets need to show "FUND #52" on them before turning in for payment.

PURCHASE OR RENTAL OF PACKER (CTIF GRANT)

Review and action on proposal for purchase or rental of a packer for operations under CTIF Grant – James Brock;

Commissioner Brock made a motion to TABLE this item until further pricing and information has been received. Judge Davenport seconded and the motion carried unanimously.

BUDGET WORKSHOP FY15

Budget FY15 Workshop including, but not limited to:

- (a) Creation of an Internet Technology Department and the hiring of an IT Director for the balance of FY14 and the outline of the department in the coming budget;

After much discussion about the needs and options that are available for this position no action was taken.

- (b) Possible changes and arrangements in the Building Maintenance Department for the balance of FY14 and FY15 including the replacement of the Department Director;

Judge Davenport covered some various options to consider when hiring for this position. No action was taken.

INTERLOCAL AGREEMENT WITH CITY OF BRYSON

Consider terms and possibility of Interlocal Agreement between the County and the City of Bryson to provide backup law enforcement, dispatch, and detention services in anticipation, of the City of Bryson establishing a City Marshal;

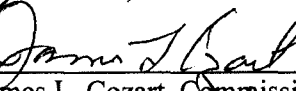
Sheriff Mayo will work on creating an Interlocal Agreement between the County and the City of Bryson, Texas.

ADJOURN

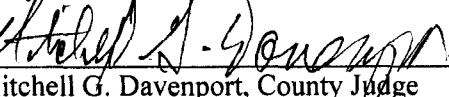
There being no further business motion was made by Commissioner Cozart to adjourn and seconded by Commissioner Brock. The motion carried unanimously.


Fearl F. Smith, Commissioner Pct. #1

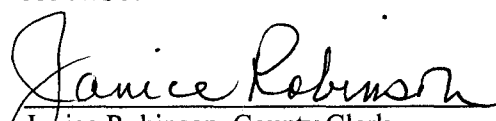

James Brock, Commissioner Pct. #2


James L. Cozart, Commissioner Pct. #3


Terry Ward, Commissioner Pct. #4


Mitchell G. Davenport, County Judge

ATTEST:


Janice Robinson, County Clerk





Western Surety Company

FILED FOR RECORD

_____ O'CLOCK _____ M.

CONTINUATION CERTIFICATE

JUL 14 2014

JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS

Western Surety Company hereby continues in force Bond No. 7014452 by DEPUTY

described as DEPUTY SHERIFF COUNTY OF JACK

for ELDON RAY HANNAH

_____, as Principal,

in the sum of \$ TEN THOUSAND AND NO/100 Dollars, for the term beginning

August 14, 2014, and ending August 14, 2015, subject to all

the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 01 day of May, 2014.



WESTERN SURETY COMPANY

By Paul T. Brufat
Paul T. Brufat, Vice President

THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One DEPUTY SHERIFF COUNTY OF JACK

bond with bond number 70144532

for ELDON RAY HANNAH

as Principal in the penalty amount not to exceed: \$10,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President Paul T. Bruflat with the corporate seal affixed this 01 day of May, 2014.

ATTEST

L. Nelson

L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

By

Paul T. Bruflat

Paul T. Bruflat, Vice President

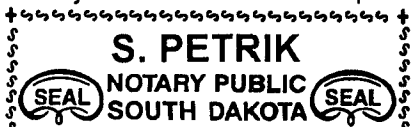
STATE OF SOUTH DAKOTA

COUNTY OF MINNEHAHA

} SS

On this 01 day of May, 2014, before me, a Notary Public, personally appeared
Paul T. Bruflat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



My Commission Expires August 11, 2016

S. Petrik

Notary Public



JUL 14 2014

APPLICATION FOR PERMIT TO CROSS COUNTY ROAD
TO CONSTRUCT PIPELINE OR UTILITYJANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

THE STATE OF TEXAS
COUNTY OF JACK

NOW COMES - Brigadier Operating, LLC., hereinafter called Company, and respectfully makes this application to the Commissioners Court of Jack County, Texas, to grant unto the Company 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. Aerial photos are not acceptable. Location should include GPS coordinates of crossing.):

Road Crossing on Salt Creek Rd. Precinct #3
33° 8' 7.22" N 98° 15' 12.73" W

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 8 day of July, 2014.

Recommended by:

APPLICANT: Brigadier Operating LLC -

Phone No. 940-229-1815 -

COMMISSIONER:

PRECINCT # - _____

By: Nathan Chapoy -

APPROVED:  -
County Judge of Jack County, Texas

Dark Corner Rd.

Salt Creek Rd.

* Road Crossing #1

33° 8' 3.76" N
98° 15' 25.60" W

* Road Crossing #2

33° 8' 7.22" N
98° 15' 12.73" W

JUL 14 2014

APPLICATION FOR PERMIT TO CROSS COUNTY ROAD
TO CONSTRUCT PIPELINE OR UTILITYJANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS
BY _____ DEPUTYTHE STATE OF TEXAS
COUNTY OF JACK

NOW COMES - Brigadier Operating, LLC, hereinafter called Company, and respectfully makes this application to the Commissioners Court of Jack County, Texas, to grant unto the Company 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. Aerial photos are not acceptable. Location should include GPS coordinates of crossing.):

Road Crossing on Salt Creek Rd. Precinct #3
33° 8' 3.70"N 98° 15' 25.60W

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 8 day of July, 2014.

Recommended by:

APPLICANT: Brigadier Operating LLC

Phone No. 940-229-1815

- _____ -
COMMISSIONER:

PRECINCT # - 3 -

By: Nathan Chapoy

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

Dark Corner Rd.

Salt Creek Rd

* Road Crossing #1

33° 8' 3.76" N
98° 15' 25.60" W

* Road Crossing #2

33° 8' 7.22" N
98° 15' 12.73" W

JUL 14 2014

APPLICATION FOR PERMIT TO CROSS COUNTY ROAD
TO CONSTRUCT PIPELINE OR UTILITYJANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS
BY _____ DEPUTYTHE STATE OF TEXAS
COUNTY OF JACK

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 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 - 4, 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. Aerial photos are not acceptable. Location should include GPS coordinates of crossing.):

Road Crossing Martin Rd (Precinct 4)

GPS 33.1844
98.1718

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 27 day of June, 2014.

Laake Oilfield Service, LLC

Recommended by:

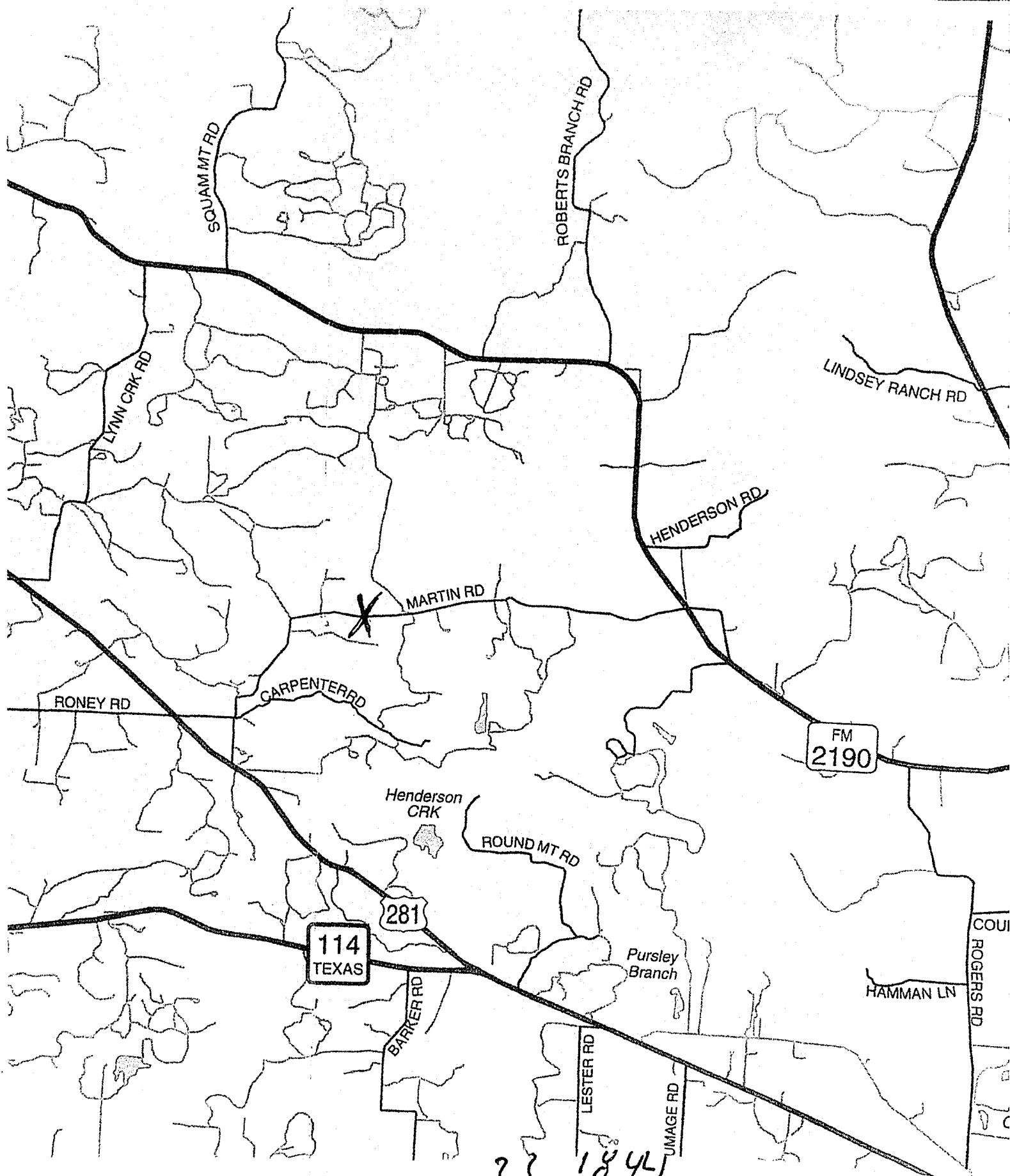
APPLICANT: [Signature]

Phone No. 940-567-5858

- _____ -
COMMISSIONER:
PRECINCT # - 4 -

By: [Signature]

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



GPS

33.1841

98 77.18

JUL 14 2014

APPLICATION FOR PERMIT TO CROSS COUNTY ROAD
TO CONSTRUCT PIPELINE OR UTILITYJANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS
BY _____ DEPUTYTHE STATE OF TEXAS
COUNTY OF JACK

NOW COMES - Newark E&P Operating, LLC, hereinafter called Company, and respectfully makes this application to the Commissioners Court of Jack County, Texas, to grant unto the Company 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 - 4, 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. Aerial photos are not acceptable. Location should include GPS coordinates of crossing.):

Pipeline Crossing is approximately 1 mile south west from the Berwick Rd and Reeves Rd intersection on Reeves Rd. The GPS coordinates are 33°12'55.06" N 98°16'47.95" W.

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 10 day of July, 2014.

Recommended by:

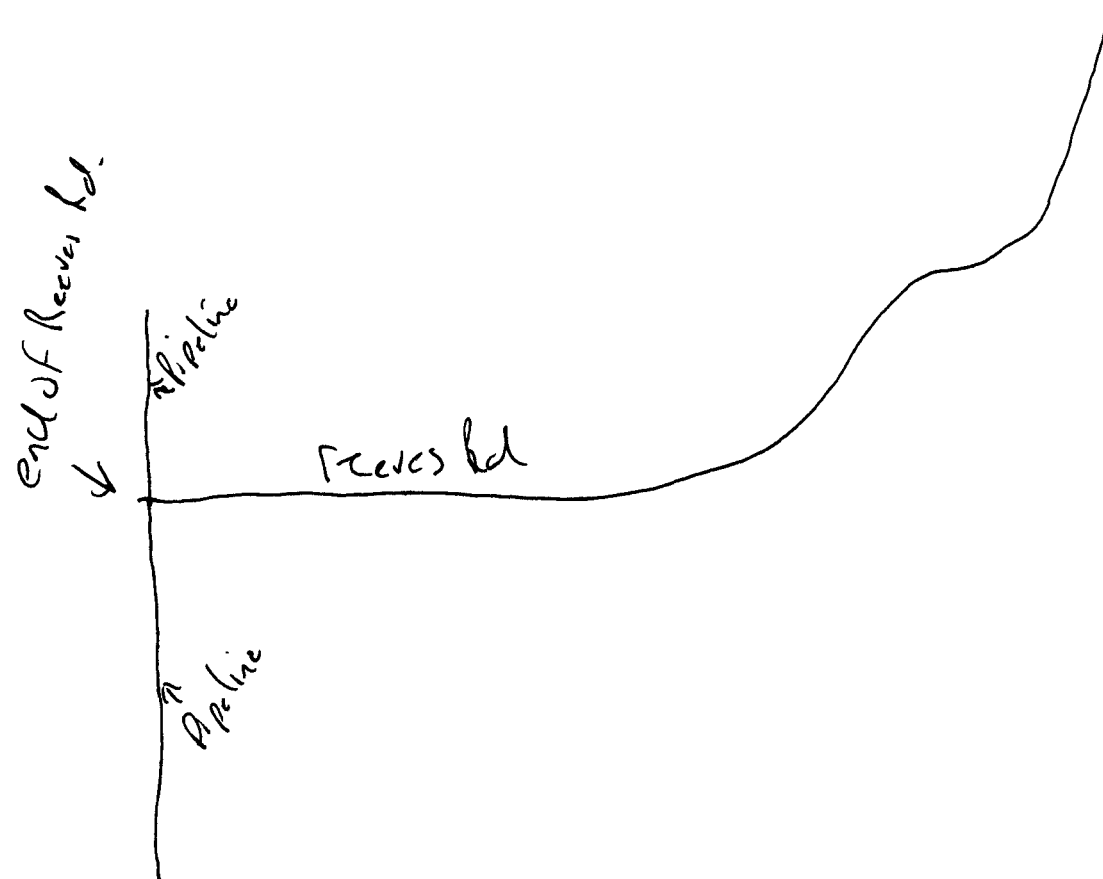
APPLICANT: Newark E & P Operating

Phone No. (409) 389-5585 -

- [Signature]
COMMISSIONER:
PRECINCT # - 4 -

By: [Signature] Shane Funk -

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



JACK COUNTY, TEXAS

SCANNED

RESOLUTION OF JACK COUNTY AUTHORIZING AND APPROVING THE
APPOINTMENT AND REAPPOINTMENT OF INDIVIDUALS TO THE BOARD
OF DIRECTORS OF THE NORTEX HOUSING FINANCE CORPORATION.

WHEREAS, pursuant to the Texas Housing Finance Corporation Act, Chapter 394, Texas Local Government Code, as amended, the Texas counties of Archer, Baylor, Clay, Cottle, Foard, Hardeman, Jack, Montague, Wichita, Wilbarger, and Young, Texas (collectively, the "*Sponsoring Entities*") have formed a joint housing finance corporation named the Nortex Housing Finance Corporation (the "*Corporation*") to provide a means of financing the cost of residential ownership and development that will provide decent, safe and sanitary housing for persons and families of low and moderate income; and

WHEREAS, Jack County is a member of the Corporation and has authorized the Corporation to act on its behalf and on behalf of the other Sponsoring Entities for the purposes set forth in the previous paragraph; and

WHEREAS, in accordance with the Articles of Incorporation and the Bylaws of the Corporation, a majority of the Sponsoring Entities must approve the appointment and/or reappointment of members of the Board of Directors of the Corporation; and

WHEREAS, in accordance with the Articles of Incorporation and the Bylaws of the Corporation, Jack County together with the Sponsoring Entities desires to appoint/reappoint existing members of the Board of Directors of the Corporation upon resignation or expiration of their current terms.

NOW, THEREFORE, Be It Resolved By the Commissioner Court of Jack County that:

Section 1. Board of Directors. That the following appointment and reappointment for the Board of Directors of the Corporation and the length of the term thereof are hereby authorized and approved;

<u>DIRECTOR</u>	<u>CURRENT TERM EXPIRES</u>	<u>NEWLY REAPPOINTED TERM EXPIRES</u>
Gregory Ross	Reappointment	August 1, 2019

Section 2. Effective Date. That this Resolution shall be in full force and effect from and upon its adoption.

PASSED AND APPROVED this 14th day of July 2014.

By *Michael J. Davenport*
Title: County Judge

ATTEST:

By *Janice Robinson*
Title: County Clerk



FILED FOR RECORD

____ O'CLOCK ____ M.

JUL 14 2014

JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

JUL 14 2014

TAC HEBP Member Contact Designation Jack County

JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS

CONTRACTING AUTHORITY

DEPUTY

As specified in the Interlocal Participation Agreement, each Member Group hereby designates and appoints, as indicated in the space provided below, a Contracting Authority of department head rank or above and agrees that TAC HEBP shall NOT be required to contact or provide notices to ANY OTHER person. Further, any notice to, or agreement by, a Member Group's Contracting Authority, with respect to service or claims hereunder, shall be binding on the Member. Each Member Group reserves the right to change its Contracting Authority from time to time by giving written notice to TAC HEBP.

Please list changes and/or corrections below.

Name/Title Ms. Earlene Rhoades/Auditor

Address 100 North Main Street, Room 202
Jacksboro, TX 76458-1746

Phone 940-567-2663

Fax 940-567-5978

Email erhoades@jackcounty.org

BILLING CONTACT

Responsible for receiving all invoices relating to HEBP products and services.

Please list changes and/or corrections below.

Name/Title Ms. Kim Dungan/Assistant County Auditor

Address 100 North Main Street, Room 202
Jacksboro, TX 76458

Phone 940-567-2663

Fax 940-567-5978

Email kdungan@jackcounty.org

HIPAA Secured Fax

PRIMARY CONTACT

HEBP's main contact for daily matters pertaining to the health benefits.

Please list changes and/or corrections below.

Name/Title Ms. Earlene Rhoades/Auditor

Address 100 North Main Street, Room 202
Jacksboro, TX 76458

Phone 940-567-2663

Fax 940-567-5978

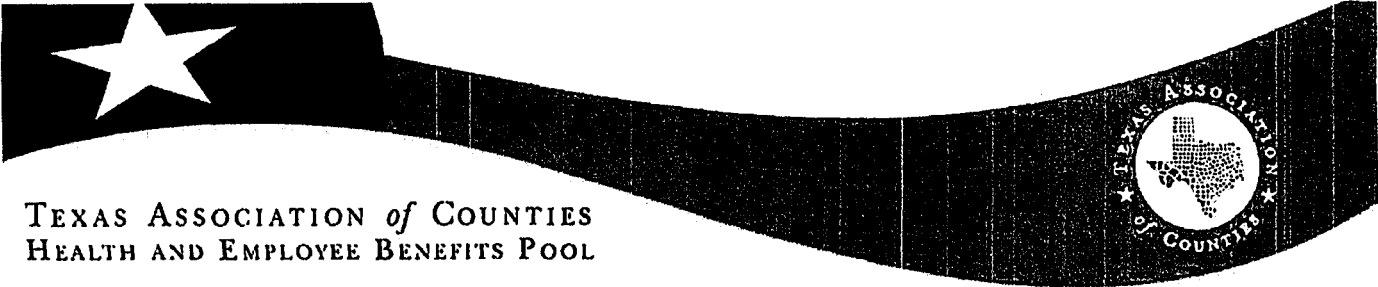
Email erhoades@jackcounty.org

Signature of County Judge or Contracting Authority

Date: 7-14-14

Please PRINT Name and Title

The Texas Association of Counties would like to thank you for your membership in the only all county-owned and county directed Health and Employee Benefits Pool in Texas.



TEXAS ASSOCIATION of COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

2014 - 2015 Renewal Notice and Benefit Confirmation

Group: 94536 - Jack County

Anniversary Date: 10/01/2014

Return to TAC by: 08/01/2014

Please initial and complete each section confirming your group's benefits and fill out the contribution schedule according to your group's funding levels. Fax to 1-512-481-8481 or email to LisaM@county.org.

For any plan or funding changes other than those listed below, please contact Lisa McCaig at 1-800-456-5974.

MEDICAL		
Medical: Plan 1100 \$25 Copay, \$750 Ded, 80%, \$3000 OOP Max		RX Plan: Option 4A \$10/25/40
Your % rate increase is: 4.00%		Your payroll deductions for medical benefits are: Pre Tax

Tier	Current Rates	New Rates Effective 10/1/2014	New Amount Employer Pays	New Amount Employee Pays	New Amount Retiree Pays (if applicable)
Employee Only	\$814.82	\$847.40	\$	\$	\$
Employee + Child(ren)	\$1,124.48	\$1,169.46	\$	\$	\$
Employee + Spouse	\$1,711.12	\$1,779.56	\$	\$	\$
Employee + Family	\$2,020.78	\$2,101.60	\$	\$	\$

LMC Initial to accept Medical Plan and New Rates.

LIFE - BASIC

Basic Life Products: Coverage Volume per Employee: \$15,000
(Rates are per thousand)

	Current Rates	New Rates Effective 10/1/2014	Amount Employer Pays	Amount Employee/ Retiree Pays (if applicable)
Basic Term Life	\$0.250	\$0.180	100%	0%
Basic AD&D	\$0.035	\$0.030	100%	0%

Initial to accept New Basic Life Rates.

WAITING PERIOD

Waiting period applies to all benefits.

	Employees	Elected Officials
	Date of hire	Date of hire
Initial to confirm.		

COBRA ADMINISTRATION

Please indicate how your group manages COBRA administration:

☐ County/Group processes COBRA on OASYS

**County/Group is responsible for fulfilling COBRA notification process and requirements.*

☐ BCBS COBRA Department processes COBRA

**BCBS COBRA Department administers via COBRA contract with the County/Group*

MCD Initial to confirm COBRA Administration.

PLAN INFORMATION

Please confirm your broker / consultant's name, if applicable:

MCD Initial to confirm.

- Retirees pay the same premium as active employees regardless of age for medical and dental.
- Rates based upon current benefits and enrollment. A substantial change in enrollment (10% over 30 days or 30% over 90 days) may result in a change in rates.
- Form must be received by **08/01/2014** in order to avoid additional administrative fees.
- Signature on the following page is required to confirm and accept your group's renewal.



DIR-CTS-CSA-

FILED FOR RECORD

O'CLOCK M.

JUL 14 2014

JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

**Department of Information Resources
Communications Technology Services Division
Service Agreement**

This service agreement is between the Department of Information Resources/Communications Technology Services Division (DIR/CTS) and the Customer. It is the intent of the parties to comply with the provisions of Texas Government Code Chapter 771, Interagency Cooperative Act and/or Chapter 791 Interlocal Cooperation Act as applicable, and Title 10, Subtitle D, Chapter 2170, Telecommunication Services, Texas Government Code.

I. DIR/CTS Responsibilities

1.1 DIR/CTS agrees to provide Customer with connectivity through various transmission methods to the TEX-AN network for specific communications services including, but not limited to, video, voice, routed data, Internet and/or equipment (hereinafter "services").

1.2 DIR/CTS will assist and advise the Customer in determining the best and most economical usage of the services.

1.3 DIR/CTS will bill monthly for services, as required and respond to inquiries regarding Customer's bill. DIR/CTS shall commence billing for services as they are provisioned.

II. Customer Responsibilities

2.1 Customer shall comply with the DIR rules applicable to the Communications Technology Services Division, 1 TAC Chapter 207, as the same may be amended from time to time.

2.2 Customer has the responsibility to cooperate and coordinate with DIR/CTS so as to avoid delaying DIR/CTS in the provisioning of and billing for ordered services. Specifically, it is the Customer's responsibility to designate, in a timely manner; the types of service desired and provide DIR/CTS with information which may affect technical, logistical, engineering, or equipment aspects of service delivery. The Customer is exclusively responsible for any equipment added to their premises for connectivity to TEXAN services. Customer shall keep DIR/CTS promptly informed of its billing contact, address, telephone numbers, eligibility status and technical contact, and changes to any of the foregoing. Customer understands and agrees that its failure to timely perform its duties, which delay DIR/CTS in the delivery of ordered services, is not a condition of Force Majeure.

2.3 Payments will be made in full within 30 days of notification that the TEX-AN invoice is available for retrieval from DIR/CTS's secured website. Customer represents that it possesses sufficient current revenues to satisfy the timely payment of goods and services provided by DIR/CTS hereunder. In all events, Customer shall be billed for and shall pay in a timely manner for all services actually ordered and received up through the effective date of termination of services. Customer agrees it has no rights

to set off against bills received from DIR/CTS. Customer's covenant to pay survives termination of this Service Agreement.

2.4 Customer is exclusively responsible for the operation and security of its premise equipment. The risk of toll fraud or other unauthorized use of its premise equipment rests with the Customer. Customer accepts this risk and understands that it shall be solely responsible to pay all charges, which may result from toll fraud or unauthorized use of its premise equipment. Customer hereby releases and waives any claim it may have now or in the future against DIR/CTS for the payment of charges arising from toll fraud or other unauthorized use on its premise equipment.

2.5 Customer is a qualified entity to receive goods and services from DIR/CTS. Services will terminate without liability to DIR/CTS should Customer's eligibility status change during the term of this Service Agreement.

III. Term

The term of this Service Agreement begins on the date of the last party to sign and is in effect until all services are terminated or the Service Agreement is terminated in accordance with Article V hereof.

Please note that service terms may differ from vendor to vendor and from services to service and these terms are reflected on the services order forms.

IV. Billing

4.1 DIR/CTS's first month's billing for any circuits provisioned will commence on the date provisioning is completed.

4.2 DIR/CTS will cease billing circuits on the date disconnection is completed.

4.3 All other services shall be billed on an usage basis from the first date of actual service until the service is disconnected.

4.4 In compliance with Title I, Chapter 207, Rule number 207.11, of the Texas Administrative Code: customer's billing dispute timing and payment obligations shall track those found in the Prompt Payment Act, Chapter 2251, Texas Government Code.

V. Termination and Amendments

5.1 DIR/CTS may provide notice of intent to terminate this Service Agreement for convenience by sending a written statement to that effect, which shall be received by Customer no less than thirty (30) days prior to the Effective Date of termination. DIR/CTS may terminate any Service Agreement for cause, with an immediate Effective Date, by issuing written notice to Customer, upon failure of Customer to make timely payment of bills. In addition to termination of services, DIR/CTS may notify the State Comptroller of Public Accounts (CPA) Office of the Customer's debt to the state and request the Customer be placed on the Payments on Hold List until payment for services is received.

5.2 A Customer may provide notice of intent to terminate this Service Agreement for convenience by sending a written statement to that effect, which shall be received by DIR/CTS no less than thirty (30) days prior to the Effective Date of termination. A Customer request to change a service shall not take

effect until Customer provides written notice to DIR/CTS of any changes to ordered services. If DIR/CTS does not receive written notification, the Customer will continue to be billed monthly until proper notification is received. No written termination notice shall be effective prior to the expiration of thirty (30) days after receipt by DIR/CTS.

5.3 Amendments to this Service Agreement shall only be effective upon execution of an instrument in writing by authorized representatives of DIR/CTS and the Customer.

1. Other Conditions of Service

6.1 Service rates are subject to change by DIR/CTS upon 30-days written notice to Customer.

6.2 No conflicting terms or conditions found in Customer orders or forms shall become a part of this Service Agreement.

6.3 If service and/or communications projects are canceled at any time prior to completion, Customer shall be responsible for all actual costs incurred by DIR/CTS up to the date of cancellation. DIR/CTS will bill the Customer for these costs. Customer's covenant to pay shall survive the cancellation of a project.

6.4 DIR/CTS relies on third party contractors for the fulfillment of services contracted for hereunder. Therefore, DIR/CTS makes no independent warranties or guarantees, express or implied, regarding said services.

6.5 The following terms have the meaning indicated for purposes of this Service Agreement:

"Force Majeure" means the parties' performance under this Service Agreement shall be adjusted or suspended by mutual agreement to the extent performance is beyond the reasonable control of the parties for reasons including, but not limited to: strikes, work stoppages, fire, water, flood, lightning, government action, acts of God or public enemy, delays of power company, local exchange company, or other carrier. Failure of Customer to coordinate and cooperate so as to delay DIR/CTS is not an event of Force Majeure. In the event of Force Majeure, the sole and exclusive remedy to the party suffering the delay shall be an equivalent extension of the time for performance. The parties shall document to one another the onset of events of Force Majeure within three days of their onset.

"Provision" and "provisioning" means DIR/CTS has acquired, arranged for or provided at the Customer's site, the equipment, supplies or other items necessary to provide the ordered service(s), but does not mean the actual act(s) of turning up the ordered service(s).

VII. Customer Service Resources

Customer Service Resources may be found at <http://www.dir.texas.gov/cts/Pages/cts.aspx> . Inquiries regarding this Service Agreement may be directed to DIR, Service Fulfillment on 877-472-4848, option 4 or 512-463-7800.

Customer hereby agrees to the terms and conditions of this Service Agreement; represents that the official executing this Service Agreement is authorized to bind the Customer to its terms; and that Customer has completed all of its internal processes to make this a binding undertaking on the part of Customer.

CUSTOMER: County of Jack DEPARTMENT OF INFORMATION
RESOURCES

BY: Mitchell G. Davenport BY: _____

NAME: Mitchell G. Davenport NAME: John Hoffman

TITLE: County Judge TITLE: Director, Communications Technology
Services

DATE: 7-14-14 DATE: _____

Office of General Counsel _____

JUL 14 2014

RETAINER AGREEMENT

THIS AGREEMENT is made and entered into this 14th day of July by JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS 2014, by DEPUTY
and between Jack County, Texas, hereinafter referred to as "Client", and Allison, Bass & Magee, 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: Administration of the County Transportation Infrastructure Fund Grant Program, which includes assistance and guidance with TxDOT certifications, forms and invoicing.

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

561. 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 administration of the County Transportation Infrastructure Fund Grant Program.

562. 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.

563. 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

564. For the services described in Paragraph 1, the Client agrees to pay the sum of \$150.00 per hour for services rendered by partners, associates and paralegals of the firm and a travel time fee of

\$80.00 per hour will be charged for all time actually in transit, in lieu of any hourly charge normally attributed to the timekeeper. Total fees for the services described in Paragraph 1 will not exceed 5% of Jack County's total grant award. The Client will also be billed for all direct out-of-pocket expenses including travel expenses, telephone, photocopy, facsimile costs, the fees of reports, studies, and exhibits incurred by Attorneys in this matter. Attorneys will provide Client with an itemized billing each month stating services rendered.

Devotion of Time

565. An Attorney shall make themselves available for consultation with the Client at reasonable times, at the request of the Client.

Term

566. 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.

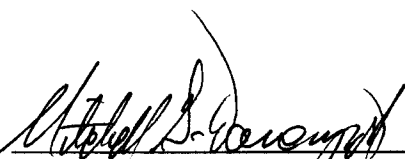
Prior Agreements Superseded

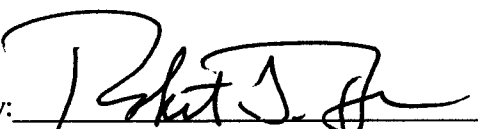
567. This agreement constitutes the sole and only agreement of the parties hereto pertaining to the subject matter of this retainer, and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

EXECUTED on the 14th day of July, 2014.

CLIENT
JACK COUNTY, TEXAS

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

By: 
Honorable Mitchell G. Davenport

By: 
Partner



9772 Whithorn Drive
Houston, TX 77095
(800) 708-6423

FILED FOR RECORD

O'CLOCK M.

JUL 21 2014

JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

MAINTENANCE CONTRACT

VISTA COM and the undersigned Customer hereby agree that VISTA COM shall perform onsite maintenance service for the Customer on the following equipment at the location designated, as provided in the Agreement.

1. Equipment Location

- a. Company Name: Jack County Sheriff's Office
- b. Address: 1432 FM 3344
- c. City/State/Zip: Jacksboro, Texas 76458
- d. Phone Number: (940) 567-2161

2. Warranted Equipment

- a. Eventide VR-725 Series Recorder with blank front panel, Dual Mirrored Hard Drive with 41,250 hours of storage, One 9.4GB DVD Drive, Dual Hot Swappable Power Supplies and Fans
- b. 16 Channel Analog Card
- c. MediaWorks/MediaAgent-4 licenses each

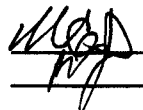
3. Terms of Agreement –

- a. Initial Term: This agreement shall be for a term of (12) months beginning on the Month 09 Day 01 Year 2014.
- b. Maintenance Agreements Only (after 1st year warranty) – Periods after the initial product warranty are serviced through extended maintenance programs. Terms are subject to signed and agreed dates. Maintenance agreements will automatically renew for a like term for up to four additional renewal terms, unless either party hereto notifies the other party hereto otherwise, in writing thirty (30) days prior to the termination of the preceding term. Each term will incur a slight increase due to the aging and wear of the product.

4. Charges for Services–Please check the following payment method you prefer

- a. ☐ MONTHLY: The Customer shall be billed by VISTA COM on the first of each month a fee of \$0 for each month the Agreement is in effect, beginning with the date of execution of the Agreement. The Customer shall also pay all state and local sales, use and excise taxes, directly or indirectly levied, based on the fees paid hereunder. The Customer agrees to pay VISTA COM any increased fees based on additions or changes in the above equipment requested by the Customer. VISTA COM may refuse to render service except on a CASH basis if the Customer is not current on all payments required under this Agreement.
- b. ☒ ANNUAL:
 - Year 1: \$2,250.00
 - Year 2: \$2,440.00
 - Year 3: \$2,620.00
 - Year 4: \$2,790.00
 - Year5: \$2,920.00

5. Service by VISTA COM – While this Agreement is in force and effect, VISTA COM will perform the following services.





9772 Whithorn Drive
Houston, TX 77095
(800) 708-6423

- a. 8:00 AM-5:00 PM 1-800-Technical support line
- b. All replacement parts and labor

VISTA COM agrees to maintain the above equipment in good working condition during the term of the Agreement. There will be no charge to the Customer by VISTA COM for parts, labor or technical support except as provided in this Agreement.

6. Exclusions - The maintenance / service Agreement does not extend to any equipment that has been:
- a. Subjected to misuse, neglect or abuse
 - b. Repaired, altered or installed by anyone other than a designee of VISTA COM for the duration of the contract
 - c. Equipment altered by fire, water, war, riot, sabotage, explosion, acts of God or any similar or dissimilar cause beyond VISTA COM's control. Repairs shall be paid for by the Customer at VISTA COM's prevailing rates for similar service or equipment.

Where service events are excluded from warranty or maintenance due to the reasons above, the customer may be subjected to a \$225 per hour fee for service, minimum \$450 per event.

7. Remote Diagnostics - Customer agrees to provide a method for Vista Com service personnel to access the recording equipment remotely in order to adhere to stated service level response. Remote connection can be accomplished in one of the following suggested methods
- a. Dial-Up Modem - customer will furnish a standard POTS telephone line connected to a Vista Com furnished modem
 - b. Internet Access - customer will provide access to the recorder via an Internet connection
 - c. Supervised, Non-Supervised - at the customer's discretion, the linkage to Vista Com service personnel can be connected at time of need as opposed to full time

8. Service Level Agreement - Vista Com will respond to service events depending upon service level need.

Service Level 1:

A production Product is unusable, is causing data loss/corruption, or fails catastrophically in response to internal error or user error (e.g., unable to record or archive on a significant number of channels).

Service Level 2:

Important Product features do not function in accordance with the Documentation (e.g., unable to playback).

Service Level 3:

Minor impact to a Product that restricts use of features and functionality of the Product; any how-to/help requests; any Documentation error; non-critical activity log messages.



9772 Whithorn Drive
Houston, TX 77095
(800) 708-6423

Response Time:

Item	Service Level	
Hours of Coverage	Service Level 1	Monday-Friday 8:00 AM to 5:00 PM Central)
	Service Levels 2 & 3	Monday-Friday 8:00 AM to 5:00 PM Central)
Phone Response Time	Service Level 1	1 hour
	Service Level 2	2 business hours
	Service Level 3	4 business hours
Delivery Time for Replacement Parts/Onsite timeframe	Service Level 1	Next day
	Service Level 2	Next business day
	Service Level 3	3 business days

Holidays are as defined by Vista Com and encompass typical US business holidays and are subject to change without notice. Holidays typically observed by Vista Com include:

- New Year's, Martin Luther King Jr. Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Day after Thanksgiving
- Christmas Day

Depending on specific days on which holidays fall Christmas Eve, New Years Eve or the day after Christmas, day after New Years may be observed. In the execution of this plan Vista Com will use commercially reasonable efforts to provide Customer with telephone and on-site Support Services for, or arrange for the support of the Product in accordance with this plan.

9. Jurisdiction

This Agreement shall be governed by the laws of the State of Texas. This presiding entity shall have exclusive venue in all matters concerning this Agreement.

10. Entire Agreement



9772 Whithorn Drive
Houston, TX 77095
(800) 708-6423

This writing constitutes the entire Agreement between the parties. This Agreement may be waived, amended or supplemented only in writing executed jointly by VISTA COM and the Customer.

CUSTOMER
County of Jack
Signed: By: Mitchell G. Davenport
Typed Name: Mitchell G. Davenport
Title: County Judge
Date: 7-15-14

VISTA COM
Signed: Russell Young
Typed Name: Russell Young
Title: President
Date: 7-17-14



Imposition of Optional Fees
Calendar Year 2015

FILED FOR RECORD

O'CLOCK M.

JUL 14 2014

JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS


BY DEPUTY

INSTRUCTIONS: Complete and return this form (including court orders, if required) to the TxDMV via email, DMV_OptionalCountyFeeUpdates@TxDMV.gov, or fax (512) 467-5909.

Please submit as soon as possible, but no later than **Friday, August 22, 2014**.

County Name: Jack

SELECT ONLY ONE OPTION BELOW:

☒ **OPTION A – No change. This county will charge the same fees in 2015.** 
Submit this form to TxDMV. A copy of the commissioners court order is NOT required.

- OR -

☐ **OPTION B – The commissioners court has approved fee changes for 2015.**
Enter amounts for each fee, even those that did not change. Enter zero (0) where applicable.

Calendar Year 2015 fees to be collected by your county:

Road and Bridge Fee: \$ _____

Child Safety Fee: \$ _____

Transportation Project Fee (applicable to Bexar, Cameron, El Paso, Hidalgo and Webb counties only): \$ _____

Total Fees to be collected for 2015: \$ _____

For Option B, submit this form and a photocopy of the commissioners court order.

Thank you, we appreciate your participation!

JUL 14 2014

RETAINER AGREEMENTJANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS

THIS AGREEMENT is made and entered into this 14th day of July BY _____, 2014, by _____ DEPUTY
and between Jack County, Texas, hereinafter referred to as "Client", and Allison, Bass & Magee, 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: Administration of the County Transportation Infrastructure Fund Grant Program, which includes assistance and guidance with TxDOT certifications, forms and invoicing.

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

561. 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 administration of the County Transportation Infrastructure Fund Grant Program.

562. 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.

563. 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

564. For the services described in Paragraph 1, the Client agrees to pay the sum of \$150.00 per hour for services rendered by partners, associates and paralegals of the firm and a travel time fee of

\$80.00 per hour will be charged for all time actually in transit, in lieu of any hourly charge normally attributed to the timekeeper. Total fees for the services described in Paragraph 1 will not exceed 5% of Jack County's total grant award. The Client will also be billed for all direct out-of-pocket expenses including travel expenses, telephone, photocopy, facsimile costs, the fees of reports, studies, and exhibits incurred by Attorneys in this matter. Attorneys will provide Client with an itemized billing each month stating services rendered.

Devotion of Time

565. An Attorney shall make themselves available for consultation with the Client at reasonable times, at the request of the Client.

Term

566. 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

567. 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 14th day of July, 2014.

CLIENT
JACK COUNTY, TEXAS

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

By: 
Honorable Mitchell G. Davenport

By: _____
Partner