

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 8th day of September 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.

1. PUBLIC FORUM (Limited to 5 minutes per person);
2. PAYMENT OF CLAIMS;
3. CONSENT AGENDA ITEMS:
 - (a) Approval of Minutes of Meeting of September 5, 2014;
 - (b) Adoption of Resolution in support of Tx. Dept. of Agriculture grant certifying that the County has made a grant to Concerned Citizens of Jack Co. Inc., an organization that provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability and certifying that the County has approved the organization's accounting system or fiscal agent;
 - (c) Approval/Renewal of Performance Bond for Deputy Sheriff Wilson Newman;
 - (d) Approval of contract (renewal) with the Texas Department of State Health Services who will provide services to the County Clerk regarding provision of certificates of birth and death on file in the State of Texas;

FILED FOR RECORD

_____ O'CLOCK _____ M.

SEP 05 2014

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

BY _____ DEPUTY

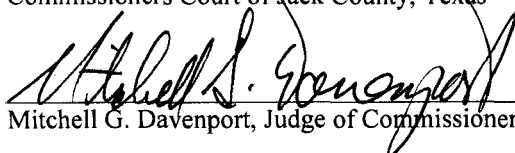
4. **Timed Agenda:** None
5. Discussion of Commissioner Precinct Operations;
6. Update on Courthouse Repair Project 2014 details, if any;
7. Update on status of County activities, if any, under the CTIF Grant;
8. Reports, if any, by other Department Heads;
9. Approval of Interlocal Agreement for the collection of Property Taxes for the Jack County Hospital District;
10. Adoption of Resolution supporting the passage of Proposition One; a constitutional amendment for the state highway fund to be considered on November 4, 2014, and requesting its approval by the voters;
11. Set County Holidays for FY15 as:

Election Day:	November 4, 2014
Veteran's Day:	November 11, 2014
Thanksgiving:	November 27 & 28, 2014
Christmas:	December 24 – 26, 2014
New Year's:	January 1 & 2, 2015
President's Day:	February 16, 2015
Good Friday:	April 3, 2015
Memorial Day:	May 25, 2015
Independence Day:	July 3, 2015
Labor Day:	September 7, 2015
Employee's Birthday:	To be Determined by Dept. Head

12. Discussion of hiring of Danny Nash as Building Maintenance/Custodian Superintendent (effective immediately) and hiring of additional janitor;
13. Restoration of Longevity service status to Danny Nash;
14. FUTURE AGENDA ITEMS; AND;
15. ADJOURNMENT.

Dated and signed this the 5th day of September, 2014

Commissioners Court of Jack County, Texas



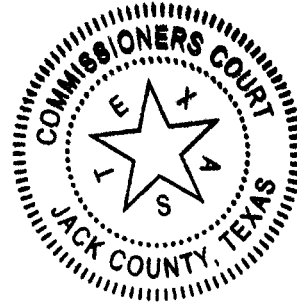
Mitchell G. Davenport, Judge of Commissioners Court

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 5th day of September, 2014, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this the 5th day of September, 2014, at 8:11 o'clock a.m.

Janice Robinson, County Clerk of Jack County, Texas

By: Janice Robinson



MINUTES

On this the 8th day of September, 2014 the Commissioners Court of Jack County, Texas met in Regular session at 10:03 a.m. with the following elected officials present:

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

FILED FOR RECORD

_____ O'CLOCK _____ M.

SEP 22 2014

JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

PUBLIC FORUM

Two members of the public were present but no one spoke.

PAYMENT OF ACCOUNTS AND CLAIMS

All accounts and claims were submitted to the Court for approval. Those submitted were approved and entered into the computer of the County Treasurer.

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

CONSENT AGENDA ITEMS

- (a) Approval of Minutes of Meetings of September 5 , 2014;
- (b) Adoption of Resolution in support of Texas Department of Agriculture grant certifying that the County has made a grant to Concerned Citizens of Jack Co. Inc., an organization that provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability and certifying that the County has approved the organization's accounting system or fiscal agent;
- (c) Approval/Renewal of Performance Bond for Deputy Sheriff Wilson Newman;
- (d) Approval of contract (renewal) with the Texas Department of State Health Services who will provide services to the County Clerk regarding provision of certificates of birth and death on file in the State of Texas;

Judge Davenport made a motion to approve the Consent Agenda items and authorize Judge Davenport to sign the renewal contract with the Texas Department of State Health Services. Commissioner Brock seconded and the motion carried unanimously.

TIMED AGENDA

None

PRECINCT OPERATIONS

Discussion of Commissioner Precinct Operations;

Commissioner Cozart advised the Court that Burwick Road from Highway 380 going west 1.08 miles to bridge will be closed for bridge repair for approximately 30 days. He will notify the Court when this work is complete.

Commissioner Brock will pick-up the packer this week for use on county roads in conjunction with the CTIF Grant.

COURTHOUSE REPAIR PROJECT 2014

Update on Courthouse Repair Project 2014 details, if any;

Nothing new to report at this time.

CTIF GRANT

Update on status of County activities, if any, under the CTIF Grant;

Commissioner Brock will pick-up the packer this week for use on county roads in conjunction with the CTIF Grant.

DEPARTMENT HEAD REPORTS

Reports, if any, by other Department Heads;
Nothing new to report from any department.

INTERLOCAL AGREEMENT – JACK COUNTY HOSPITAL DISTRICT

Approval of Interlocal Agreement for the collection of Property Taxes for the Jack County Hospital District;

Tax Assessor-Collector Sharon Robinson stated that she will collect current and delinquent taxes for the Jack County Hospital District.

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

RESOLUTION SUPPORTING PROPOSITION ONE

Adoption of Resolution supporting the passage of Proposition One; a constitutional amendment for the state highway fund to be considered on November 4, 2014, and requesting its approval by the voters;

Commissioner Cozart made a motion to adopt this resolution. Commissioner Ward seconded and the motion carried 4 - 1. Commissioner Smith voted against.

COUNTY HOLIDAYS FY15

Election Day: November 4, 2014
Veteran's Day: November 11, 2014
Thanksgiving: November 27 & 28, 2014
Christmas: December 24 - 26, 2014
New Year's: January 1 & 2, 2015
President's Day: February 16, 2015
Good Friday: April 3, 2015
Memorial Day: May 25, 2015
Independence Day: July 3, 2015
Labor Day: September 7, 2015
Employee's Birthday: To be Determined by Dept. Head

Commissioner Ward made a motion to approve the above County Holidays. Judge Davenport seconded and the motion carried unanimously.

BUILDING MAINTENANCE/CUSTODIAN SUPERINTENDENT

Discussion of hiring of Danny Nash as Building Maintenance/Custodian Superintendent (effective immediately) and hiring of additional janitor;

Commissioner Cozart made a motion to hire Danny Nash as stated above and reinstate his Longevity Service Status. Commissioner Ward seconded and the motion carried 4 - 1. Commissioner Smith voted against.

LONGEVITY FOR DANNY NASH

Restoration of Longevity service status to Danny Nash;

Motion was made and approved with hiring of Danny Nash in the item above.

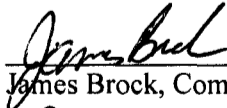
ADJOURNMENT

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

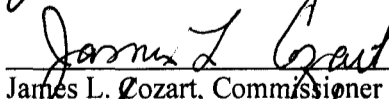
Meeting was adjourned at 10:50 a.m.



Pearl F. Smith, Commissioner Pct. #1



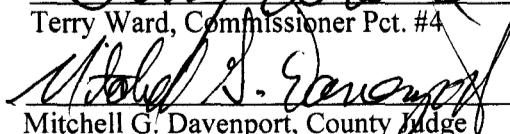
James Brock, Commissioner Pct. #2



James L. Cozart, Commissioner Pct. #3

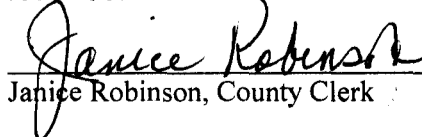


Terry Ward, Commissioner Pct. #4



Mitchell G. Davenport, County Judge

ATTEST:


Janice Robinson, County Clerk



SEP 08 2014

COUNTY OF JACK

STATE OF TEXAS

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

Home-Delivered Meal Grant Program

A RESOLUTION OF THE COUNTY OF JACK, TEXAS (the "County"), CERTIFYING THAT THE COUNTY HAS MADE A GRANT TO CONCERNED CITIZENS OF JACK CO. INC., AN ORGANIZATION THAT PROVIDES HOME-DELIVERED MEALS TO HOMEBOUND PERSONS IN THE COUNTY WHO ARE ELDERLY AND/OR HAVE A DISABILITY (the "Organization") AND CERTIFYING THAT THE COUNTY HAS APPROVED THE ORGANIZATION'S ACCOUNTING SYSTEM OR FISCAL AGENT.

WHEREAS, the Organization desires to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services homebound persons in the County who are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program (the "Program"); and

WHEREAS, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization, in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the Program rules require the County to approve the Organization's accounting system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds.

BE IT RESOLVED BY THE COUNTY:

SECTION 1 - The County hereby certifies that it has made a grant to the Organization in the amount of \$512.25, to be used between the 1st of October, 2014 and the 30th of September, 2015.

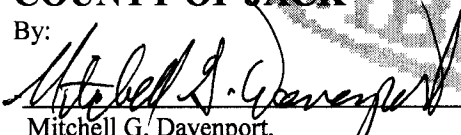
SECTION 2 - The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3 - The County hereby certifies that it has approved the Organization's accounting system or fiscal agent.

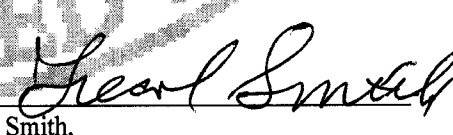
PASSED, APPROVED AND ADOPTED on the 8th day of September A.D. 2014.

COUNTY OF JACK

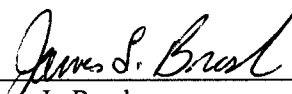
By:



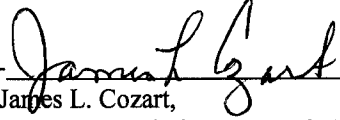
Mitchell G. Davenport,
County Judge of Jack County, Texas



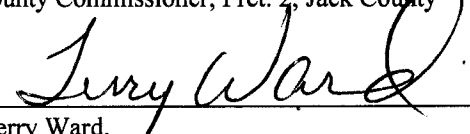
Fearl F. Smith,
County Commissioner, Prct. 1, Jack County



James L. Brock,
County Commissioner, Prct. 2, Jack County

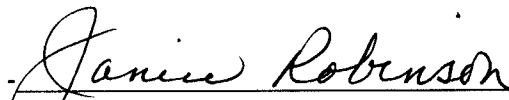


James L. Cozart,
County Commissioner, Prct. 3, Jack County

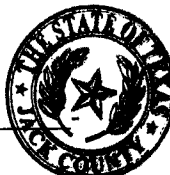


Terry Ward,
County Commissioner, Prct. 4, Jack County

ATTEST:



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



FILED FOR RECORD
O'CLOCK _____ M.

COUNTY OF JACK

STATE OF TEXAS

SEP 08 2014

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

RESOLUTION OF JACK COUNTY IN SUPPORT OF PROPOSITION ONE CONSTITUTIONAL AMENDMENT FOR STATE HIGHWAY FUND

WHEREAS, S.J.R. 1, Third Called Session, 83rd Legislature, approved a proposed constitutional amendment to be submitted to the voters on November 4, 2014; and

WHEREAS, this proposed constitutional amendment (Proposition One) will provide immediate additional funding for the state highway fund to be used only for constructing, maintaining, and acquiring right of way for public roadways other than toll roads; and

WHEREAS, this proposed constitutional amendment will provide needed support for public highways without increasing taxes; and

WHEREAS, the county road system will be eligible for assistance from this funding; now

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners Court of Jack County does hereby support the Proposition One constitutional amendment for the state highway fund to be considered on November 4, 2014, and requests its approval by the voters.

BE IT FURTHER RESOLVED THAT the Commissioners Court of Jack County, Texas, urges the Texas Legislature to reject HB 958 in its entirety.

PASSED AND APPROVED this 8th day of September, 2014.

COUNTY OF JACK

By:

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

Fearl Smith
Fearl Smith,
County Commissioner, Prct. 1, Jack County

James L. Brock
James L. Brock,
County Commissioner, Prct. 2, Jack County

James L. Cozart
James L. Cozart,
County Commissioner, Prct. 3, Jack County

Terry Ward
Terry Ward,
County Commissioner, Prct. 4, Jack County

ATTEST:

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





Western Surety Company

RECORD
O'CLOCK _____ M.

CONTINUATION CERTIFICATE

SEP 08 2014

JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

Western Surety Company hereby continues in force Bond No. 61801674 briefly

described as DEPUTY SHERIFF JACK COUNTY SHERIFF OFFICE

for WILSON NEWMAN

_____, as Principal,

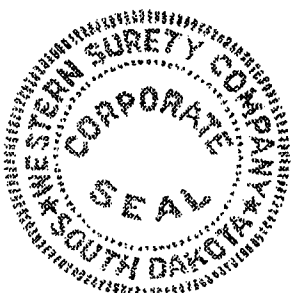
in the sum of \$ TEN THOUSAND AND NO/100 Dollars, for the term beginning

September 16, 2014, and ending September 16, 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 22 day of May, 2014.



WESTERN SURETY COMPANY

By Paul T. Bruffat
Paul T. Bruffat, 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 JACK COUNTY SHERIFF OFFICE

bond with bond number 61801674

for WILSON NEWMAN

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 22 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 22 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.

SEAL NOTARY PUBLIC SEAL
S. PETRIK
NOTARY PUBLIC
SOUTH DAKOTA
My Commission Expires August 11, 2016

S. Petrik
Notary Public



SEP 19 2014

JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2015-045719-001 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Performing Agency) DSHS Program Vital Statistics Unit and JACK COUNTY (Receiving Agency).

1. **Purpose of the Contract.** Performing Agency agrees to provide and Receiving Agency agrees to purchase the services and/or goods as described in this Contract.
2. **Total Amount of the Contract.** The total amount of this Contract shall be determined by the number of birth certificates printed as a result of searches of the database.
3. **Term of the Contract.** This Contract begins on September 1, 2014 and ends on August 31, 2016. The Parties are not responsible for performance under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.
4. **Authority.** Performing Agency enters into this Contract under the authority of Texas Health and Safety Code Chapter 1001 and Texas Government Code Chapter 791.
5. **Documents Forming Contract.** The Contract consists of the following:
 - a. Core Contract (this document)
 - b. Exhibits, if applicable

This Contract may be modified within the Contract period by written amendment signed by the Parties.

6. Statement of Work.

- a. Performing Agency agrees to provide on-line computer services in support of Receiving Agency from 7:00 a.m. to 6:00 p.m. (CST) Monday thru Friday, except holidays. In the event of an emergency or computer application error, Performing Agency may temporarily suspend services without advance notice.
- b. Receiving Agency will search Performing Agency databases, locate data, and issue Certifications of Vital Records to authorized individuals requesting such data. The certifications will be in a format formally approved by Performing Agency. No limit will be established on the number of searches per month not resulting in issuance of a certification, provided the number is reasonable.

- c. Receiving Agency will acquire the necessary data processing equipment, communications, hardware or software, and purchase "bank note" paper, as specified by Performing Agency. Performing Agency will assist in connection of the equipment, furnish software program and provide technical assistance, if necessary.
 - d. Receiving Agency acknowledges that records may not be located in the searching process instituted by Receiving Agency or records, which are located, may have errors due to:
 - i. Normal key-entry errors in spellings;
 - ii. Accidental failure on the part of the Performing Agency to update a file for an amendment or paternity determination; and
 - iii. The event year does not exist on the system.
 - e. Receiving Agency will notify Performing Agency in writing, at least monthly of errors or suspected errors that exist on the data base information.
 - f. Receiving Agency is to maintain an inventory control and account for each document produced on "bank note" paper, including voided documents.
 - g. Receiving Agency is responsible for maintaining a system of vital record keeping that is in accordance with Health and Safety Code Chapter 195 and the regulations adopted.
 - h. The Parties are required to comply with all applicable state and federal laws relating to the privacy and confidentiality of this data and records, which includes Texas Government Code Section 552.0038.
 - i. The Parties will maintain sufficient safeguards to prevent release or disclosure of any such records or information obtained under this Contract to anyone other than individuals who are authorized by law to receive such records or information and who will protect the records or information from re-disclosure as required by law.
 - j. The Parties will use confidential records and information obtained under this Contract only for purposes as described in this Contract and as otherwise allowed by law.
7. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by DSHS or goods provided under this Contract:

Name: Department of State Health Services
Address: 1100 West 49th Street
Austin, Texas 78756-3199
Vendor Identification Number: 35375375371000

8. **Payment Method.**

Fee for Service:

- A. Receiving Agency agrees to reimburse Performing Agency \$1.83 (for each Certification of Vital Record printed as a result of searches of the database.
- B. Receiving Agency agrees to charge the same base search fee for a birth certificate as Performing Agency.
- C. Receiving Agency may only charge additional fees as authorized by Texas Health and Safety Code 191.

9. **Billing Instruction.** Performing Agency will submit a monthly itemized billing showing the number of transactions by date to Receiving Agency and payment will be made no later than thirty (30) days following the billing date. Payment will be considered made on the date postmarked.

10. **Confidentiality.** Parties are required to comply with state and federal laws relating to the privacy and confidentiality of patient and client records that contain Protected Health Information (PHI), or other information or records made confidential by law. Receiving Agency will maintain sufficient safeguards to prevent release or disclosure of any information obtained hereunder to anyone other than Receiving Agency employee(s) or those who have an official need for the information and are authorized to receive such records. Receiving Agency further agrees records obtained and issued, as specified under this contract, will be used for purposes as herein set out and the use of these records or data for other purposes must be agreed to in writing by both parties.

11. **Security of Patient or Client Records.** Receiving Agency agrees that all data received from Performing Agency shall be treated as confidential, and ensure all information provided to outsourced entities remains confidential and utilized as specified in any pertinent written agreements. Data will not be used for any purpose other than that specifically set forth herein. Data will not be made available to any other individual or organization without proper consent. Data will be maintained to prevent unauthorized access and will not be used to track back to any individual or organization identified by the data. Receiving Agency agrees to implement all reasonable and necessary procedures to ensure that only authorized users will have access and will notify Performing Agency immediately should it detect a security violation by one of its employees or any other person. Receiving Agency is responsible for insuring that authorized Receiving Agency employee(s) use only their own individual passwords while logged into Performing Agency on-line computer applications.

Performing Agency will inactivate any individual who does not use their account for ninety (90) days. Receiving Agency shall notify Performing Agency of all branch locations.

12. **Suspension of Services Under This Contract.** In the event of an emergency or computer overload, Performing Agency may temporarily suspend services without advance notice. This Contract may be immediately suspended upon reasonable suspicion by Performing Agency that the terms of this Contract have been violated. Performing Agency further reserves the right to terminate this Contract if, after reasonable notice and investigation, it is concluded that a violation of this Contract has occurred.

13. **Liability for Harm.** It is expressly understood that Performing Agency makes no guarantee of accuracy regarding the data provided to Receiving Agency under this contract.

14. **Termination.** This Contract may be terminated by mutual agreement of both parties. Either party may terminate this Contract by giving 30 day's written notice of its intent to terminate. Written notice may be sent by any method, which provides verification of receipt, and the 30 days will be calculated from the date of receipt. This Contract may be terminated for cause by either party for breach or failure to perform an essential requirement of the Contract.

Performing Agency reserves the right to limit or cancel access under this Contract should Performing Agency determine that it has insufficient capacity in its computer system to maintain current levels of transactions by Receiving Agency and/or that continued access by Receiving Agency is detrimental to the overall efficiency and operation of Performing Agency's computer systems. Any such limitation or termination of services will be upon written notice to Receiving Agency by Performing Agency.

Upon termination of all or part of this Contract, Department and Receiving Agency will be discharged from any further obligation created under the applicable terms of this Contract except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination.

15. **Terms & Conditions.**

A. Federal and State Laws, Rules and Ordinances. Parties shall comply with all applicable federal and state statutes, rules and regulations.

B. Applicable Contracts Law and Venue for Disputes. Regarding all issues related to contract formation, performance, interpretation, and any issues that may arise in any dispute between the Parties, the Contract shall be governed by, and construed in accordance with, the laws of the State of Texas. In the event of a dispute between the Parties, venue for any suit shall be Travis County, Texas.

C. Exchange of Client-Identifying Information. Except as prohibited by other law, Receiving Agency and Performing Agency shall exchange Public Health Information (PHI) without the consent of clients in accordance with 45 CFR § 164.504(e)(3)(i)(B), Health and Safety Code § 533.009 and Rule Chapter 414, Subchapter A or other applicable law or rules. Contractor shall disclose information described in Health and Safety Code § 614.017(a)(2) relating to special needs offenders, to an agency described in Health and Safety Code §614.017(c) upon request of that agency, unless Contractor documents that the information is not allowed to be disclosed under 45 CFR Part 164 or other applicable law.

D. Records Retention. DSHS shall retain records in accordance with the Department's State of Texas Records Retention Schedule, located at <http://www.dshs.state.tx.us/records/schedules.shtm>, Department Rules and other applicable state and federal statutes and regulations governing medical, mental health, and substance abuse information.

E. Severability and Ambiguity. If any provision of this Contract is construed to be illegal or

invalid, the illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions will continue. Parties represent and agree that the language contained in this Contract is to be construed as jointly drafted, proposed and accepted.

F. Legal Notice. Any notice required or permitted to be given by the provisions of this Contract shall be deemed to have been received by a Party on the third business day after the date on which it was mailed to the Party at the address first given above (or at such other address as the Party shall specify to the Receiving Agency in writing) or, if sent by certified mail, on the date of receipt.

G. Immunity Not Waived. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY DEPARTMENT OR THE STATE OF TEXAS OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT DEPARTMENT OR THE STATE OF TEXAS MAY HAVE BY OPERATION OF LAW.

H. Waiver. Acceptance by either party of partial performance or failure to complain of any action, non-action or default under this Contract shall not constitute a waiver of either party's rights under the Contract.

I. Breach of Contract Claim. The process for a breach of contract claim against the Department provided for in Chapter 2260 of Texas Government Code and implemented in the rules at 25 TAC §§1.431-1.447 shall be used by Performing Agency and Receiving Agency to attempt to resolve any claim for breach of contract made against Performing Agency.

J. Inspections.

Receiving Agency shall permit authorized Performing Agency personnel, during normal working hours, to conduct site visits and review such records as needed to ascertain compliance with the terms of this contract.

K. Voided Records.

To ensure compliance with Texas Administrative Code 181.24 Abused, Misused, or Flagged Records, Performing Agency is asking all Local office staff to be prudent in reviewing and checking record information on the computer screen prior to printing. The State Vital Statistics Unit does not honor nor encourage what some may consider "courtesy or free copies". All documents printed via the remote access system are considered legal and viable documents. Every time a specific record is printed, it is counted. Once a record has been printed 10 times, it can no longer be issued without authorization from the State Vital Statistics Unit Office. Records printed by accident should be reported to the Security Manager to reset the lifetime count. The State Vital Statistics Unit is not responsible for: printers not being turned on, printing to wrong printer, printers not working properly, the accidental printing of a wrong record. In order to reset the lifetime count of a customer, Receiving Agency must notify Performing Agency Security Manager in writing to clear voided records from the remote access system's customer lifetime counts and the original voided certificate must be sent into the State Vital Statistics Unit Office.

L. Credits. Performing Agency will handle credit requests on a case-by-case basis. Credits may be considered in those cases of emergency situations, i.e., equipment and systems failures or inclement weather. Receiving Agency shall submit these requests in writing along with pertinent documentation to provide justification to the State Registrar and/or designee for approval. Performing Agency will provide written documentation to the Receiving Agency on the status of the approval of credit requests.

16. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES

JACK COUNTY

By: [Signature]
Signature of Authorized Official

By: [Signature]
Signature

8/27/2014
Date

9-8-2014
Date

Ed House

Mitchell G. Davenport - County Judge
Printed Name and Title

Chief Operating Officer

Ed.House@dshs.state.tx.us

100 N. Main St., Ste 206
Address

Jackshoro, Tx 76458
City, State, Zip

940.567.2241
Telephone Number

countyjudge@jackcounty.org
E-mail Address for Official Correspondence

SEP 09 2014

JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

THE STATE OF TEXAS
COUNTY OF JACK

CONTRACT FOR ASSESSMENT AND COLLECTION SERVICES

On this the 5th day of September, 2014, the **County of Jack** (hereinafter called "the County") and the **Jack County Hospital District, doing business as, Faith Community Hospital** (hereinafter called "the Taxing Unit"), enter into the following agreement, beginning on October 1, 2014 for a period of Three (3) years. This agreement will automatically renew every 3 year period, unless either party gives written notice of termination as set forth herein..

PURPOSE

The parties to this agreement wish to consolidate the assessment and collection of property taxes in one agency of the Taxing Unit's parcels located in Jack County, Texas: Jack County Tax Assessor-Collector (hereinafter called "the JCTAC") and the Taxing Unit enters this agreement to eliminate the duplication of services and to promote governmental efficiency.

This agreement will only apply to the collection of the 2014 parcels and any delinquent parcels that remain unpaid at the Jack County Appraisal District at the time of converting the records to the JCTAC office.

The parties enter this agreement pursuant to the authority granted by Section 6.24, Texas Property Tax Code, and Chapter 791, Texas Government Code.

SERVICES TO BE PERFORMED REGARDING THE TAXING UNIT'S PARCELS

(1) The County shall collect the taxes owing to the Taxing Unit for the years 2014 and forward, as well as any unpaid taxes at the time of conversion. The County further agrees to perform for the Taxing Unit all the duties provided by the laws of the State of Texas for the collection of taxes for said Taxing Unit for the years 2014 and forward and any unpaid tax years at the time of the agreement.

(2) The County shall perform all the functions in the definition section of this agreement. Specifically, the County agrees to prepare tax statements for each taxpayer. The County shall mail said tax statements to each taxpayer within the Taxing Unit.

(3) The Taxing Unit hereby designates the County as its Tax Assessor-Collector for purposes of compliance with TEX.REV.CIV.STAT.ANN.ART.7244c (Vernon Supp. 1980). In addition the parties agree that the County shall perform all of the duties of the Tax Assessor-Collector of the Taxing Unit as set forth in Chapter 26, 31 and 33 of the Property Tax Code except those excluded herein. The County will be responsible for the calculation of the effective and rollback rate each year. The Taxing Unit will be responsible for the cost of publishing all required notices in the newspaper.

(4) The County shall issue tax certificates regarding properties in said Taxing Unit by the authority granted by Section 31.08, State Property Tax Code. Said fee for tax certificates to

be retained by the County to cover the cost of this service. All tax records paid prior to October 1, 2014 will remain at the Jack County Appraisal District. It is understood that a separate tax certificate issued by the Jack County Appraisal District will be required for any and all years that have been paid prior to the collection of taxes in the JCTAC office.

PAYMENT

(1) The County has estimated its cost of assessing and collecting taxes for all participating taxing units for the period of this contract during the normal budgeting process. The estimate of the cost of assessing and collecting has been approved in the same manner as the rest of the budget.

(2) Based upon budgeted estimates and methods set forth in paragraph (1) of this Section, the Taxing Unit agrees to pay the County \$7,000.00 annually for services rendered during the term of this agreement. This cost will be paid in one installment and will be due 60 days after receiving an invoice from the County. Said invoice will be mailed to the Taxing Unit on or before October 1st of each new billable tax year.

REMITTANCE OF COLLECTIONS

During the tax collection year, disbursements shall be made to the Taxing Unit as follows: October 1st through February 29th, deposits will be made weekly by the Tax Assessor-Collector. Beginning March 1st through September 30th, deposits will be made once a month.

LOCATION OF TAX OFFICE

The tax assessing and collecting office shall be located during the term of this agreement within the Courthouse of Jack County, Jacksboro, Texas as determined by the Commissioners Court.

ADMINISTRATIVE PROVISIONS

(1) The County shall not be liable to the Taxing Unit for any failure to collect taxes nor shall the Tax Assessor-Collector be liable unless the failure to collect taxes results from some failure on his / her part to perform the duties imposed upon him / her by law and by this agreement.

(2) A biennial audit of the County Tax Assessor-Collector's operations shall be made by an independent certified public accountant selected by the County. The costs and expenses related to such audit shall be carried as an item of expense in the budget of the County and paid from operational expense funds of the County. Reports and financial statements prepared by the independent auditor in accordance with generally accepted accounting principles shall be furnished directly to the Taxing Unit. Said certified audit shall contain an unqualified auditor's opinion and shall specifically contain an analysis of the methods used by the Tax Assessor-Collector.

DELINQUENT TAX COLLECTIONS

All delinquent tax collections and decisions relative to same shall remain under the exclusive authority of the Taxing Unit.

CANCELLATION

Either party may cancel this agreement by written notice to the other delivered 90 days prior to September 1st of each year in the term of this agreement.

DEFINITIONS

For purpose of this agreement the terms "Assessment and Collections" shall include the following: calculation of tax, preparation of tax rolls, pro-ration of taxes, correction of clerical errors in tax rolls, collection of current liabilities and issuance of refunds.

Executed in duplicate at Jacksboro, Texas on the 5th day of September, but effective on October 1, 2014.

County of Jack

By: *Atchell D. Danvers*
County Judge

Accepted: *Sharon Robinson*
Jack County Tax Assessor-Collector

Jack County Hospital District
d/b/a Faith Community Hospital

By: *[Signature]*
Authorized Representative

Attest:

Janice Robinson
County Clerk



Attest:

Peggy Christman
Secretary