

**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 10th day of November 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.

**NOV 06 2014**

JANICE ROBINSON, County Clerk  
JACK COUNTY, TEXAS

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

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

2. PAYMENT OF CLAIMS;

3. CONSENT AGENDA ITEMS:

- (a) Approval of Minutes of Meeting of October 27, 2014;
- (b) Approval of Performance Bond for Reserve Constable Jeffery Miller;
- (c) Authorization for use of County Road Right-of-Way by Atlas Barnett, LLC. for Utility Crossing on Rogers Road – Precinct 4;
- (d) Ratification of action previously approved regarding the substitution of securities pledged by County Depository;
- (e) Approval of execution of agreements with the Jack/Wise Counties Community Supervision and Corrections Department in connection with their Community Service Program for the County and the Jack County Canned Good Program;

4. **Timed Agenda:**

- (a) 10:05 a.m. – Review and action, if any, on bids for FY15 Motor Grader Bids for Precinct 1;
- (b) 10:30 a.m. – **Executive Session:** Update on roof claim at Law Enforcement Center and ratification of demand letter sent by County Attorney in compliance with Section 551.071 of the Texas Government Code, to seek the advise of its attorney regarding pending or contemplated litigation or consultation with its attorney regarding matters protected by the attorney-client privilege.

**RECONVENE TO OPEN SESSION** to consider action, if any, on items discussed in Executive Session;

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. Receive report by County Historical Commission on their Annual Driving Tour by Commission Representatives;

10. Approval of Interlocal Agreement to house inmates for Palo Pinto County – Sheriff Mayo;

11. Approval of Truck Purchase for Precinct 2;

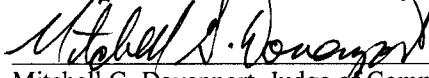
12. Approve and plan sale of surplus county property through Renee Bates and Associates;

13. FUTURE AGENDA ITEMS; AND;

14. ADJOURNMENT.

Dated and signed this the 6th day of November, 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 6<sup>th</sup> day of November, 2014, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this the 6th day of October, 2014, at 4:40 o'clock a.m.

Janice Robinson, County Clerk of Jack County, Texas

By:  \_\_\_\_\_



MINUTES

On this the 10<sup>th</sup> day of November, 2014 the Commissioners Court of Jack County, Texas met in Regular session at 10:07 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.  
Terry Ward, Commissioner Pct. 4  
Mitchell G. Davenport, County Judge

**FILED FOR RECORD**

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

**NOV 17 2014**

JANICE ROBINSON, County Clerk  
JACK COUNTY, TEXAS

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

PUBLIC FORUM

No members of the public spoke.

PAYMENT OF ACCOUNTS AND CLAIMS

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

Judge Davenport made a motion to pay all bills and approve the purchase of a truck for Precinct 2 (Agenda Item #11). Commissioner Ward seconded and the motion carried unanimously.

CONSENT AGENDA ITEMS

- (a) Approval of Minutes of Meeting of October 27, 2014;
- (b) Approval of Performance Bond for Reserve Constable Jeffery Miller;
- (c) Authorization for use of County Road Right-of-Way by Atlas Barnett, LLC for Utility Crossing on Rogers Road – Precinct 4;
- (d) Ratification of action previously approved regarding the substitution of securities pledged by County Depository;
- (e) Approval of execution of agreements with the Jack/Wise Counties Community Supervision and Corrections Department in connection with their Community Service Program for the County, including Precincts 1 – 4, and the Jack County Canned Good Program;

Judge Davenport made a motion to adopt all of the Consent Agenda items. Commissioner Brock seconded and the motion carried unanimously.

TIMED AGENDA

- (a) 10:18 a.m. – Review and action, if any, on bids for FY15 Motor Grader Bids for Precinct 1;  
Bid #1 from RDO for \$188,320.66 (John Deere) and Bid #2 from Romco for \$198,256.00 (Volvo).  
Commissioner Smith made a motion to accept Bid #1 from RDO. Commissioner Cozart seconded and the motion carried unanimously.
- (b) 10:45 a.m. – **EXECUTIVE SESSION**: Update on roof claim at Law Enforcement Center and ratification of demand letter sent by county Attorney in compliance with Section 551.071 of the Texas Government Code, to seek the advice of its attorney regarding pending or contemplated litigation or consultation with its attorney regarding matters protected by the attorney-client privilege.

11:21 a.m. - **RECONVENE TO OPEN SESSION** to consider action, if any, on items discussed in Executive Session; NO ACTION WAS TAKEN

PRECINCT OPERATIONS

Discussion of Commissioner Precinct Operations;

Commissioner Ward reported work has begun to replace a bridge on Burwick Road between Brown Road and Ramage Road until further notice.

COURTHOUSE REPAIR PROJECT 2014

Update on Courthouse Repair Project 2014 details, if any;

There was nothing to report at this time.

CTIF GRANT

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

Treasurer Kim Gibby discussed reporting issues with the Commissioners.

DEPARTMENT HEAD REPORTS

Reports, if any, by other Department Heads;

Alinda Cox gave a presentation of projects done recently by the 4-H kids.

Sheriff Mayo will be having overtime (OT) in the Dispatch department until additional personnel are hired.

The Jack County Game Warden recently retired. Jack County will have coverage from other counties until a permanent replacement is hired.

County Clerk Janice Robinson gave an update for the November 4, 2014 General Election. The day began with electrical problems in the Courthouse that were later declared an Oncor Electric Outage in various parts of Jack County. There were power surges going constantly until around 10:30 a.m. at all voting precincts except Bryson. All voting precincts were functional but limited for a short time in the early morning. There was a good voter turnout in all precincts.

COUNTY HISTORICAL COMMISSION

Receive report by County Historical Commission on their Annual Driving Tour by Commission Representatives;

Jess and Susan Elmore spoke on behalf of the Historical Commission on the recent Driving Tour. It was very successful with expenses being only \$44.00 and profits of approximately \$1570.00.

INTERLOCAL AGREEMENT TO HOUSE INMATES

Approval of Interlocal Agreement to house inmates for Palo Pinto County – Sheriff Mayo;

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

PRECINCT 2 TRUCK PURCHASE

Approval of Truck Purchase for Precinct 2;

This item was approved in Agenda Item #2 (Payment of Claims).

RENEE BATES AND ASSOCIATES

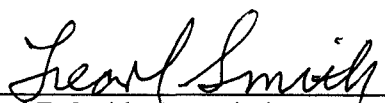
Approve and plan sale of surplus county property through Renee Bates and Associates;

Commissioner Brock made a motion to declare the list from the Sheriff's office as surplus and approve placing it for sale through Renee Bates and Associates via online auction. Commissioner Ward seconded and the motion carried unanimously.

ADJOURNMENT

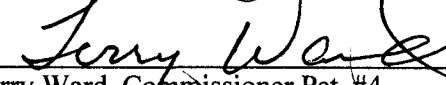
There being no further business motion was made by Commissioner Cozart to adjourn and seconded by Commissioner Brock. The motion carried unanimously.

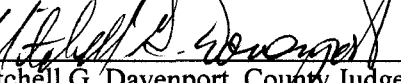
Meeting was adjourned at 12:02 p.m.

  
\_\_\_\_\_  
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



Texas



# Western Surety Company

FILED FOR RECORD  
\_\_\_\_\_ O'CLOCK \_\_\_\_\_ M.

## OFFICIAL BOND AND OATH

NOV 18 2014

THE STATE OF TEXAS }  
County of Jack } ss

JANICE ROBINSON, County Clerk  
JACK COUNTY, TEXAS  
BY \_\_\_\_\_  
BOND No. 71601338 DEPUTY

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Jeffery Miller, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto Jack County Sheriff, his successors in office, in the sum of Ten Thousand and 00/100 DOLLARS (\$10,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 27th day of October, 2014.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, duly appointed to the office of Reserve Constable in and for Jack County, State of Texas, for a term of one year commencing on the 27th day of October, 2014.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, ~~and shall~~

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

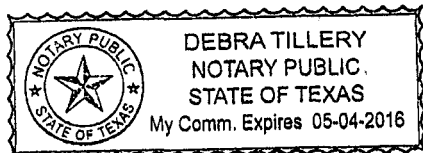
Principal  
WESTERN SURETY COMPANY  
By Paul T. Bruflat  
Paul T. Bruflat, Senior Vice President

### ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }  
County of Jack } ss

Before me, Debra Tillery on this day, personally appeared Jeffery Miller, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at Jackboro, Texas, this 3rd day of November, 2014.



Jack County, Texas

SEAL

OATH OF OFFICE  
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of \_\_\_\_\_, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_.

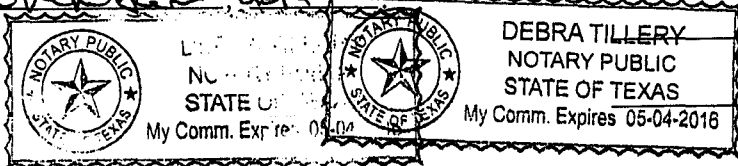
SEAL \_\_\_\_\_ County, Texas

OATH OF OFFICE  
(General)

I, Jeffery Miller, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Reserve Constable for Jack Co., Tx, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed [Signature]

Sworn to and subscribed before me at Jacksboro, Texas, this 14<sup>th</sup> day of November, 2014

SEAL  \_\_\_\_\_ County, Texas

THE STATE OF TEXAS }  
County of Jack } ss

The foregoing bond of Jeffery Miller as Reserve Constable in and for Jack County and State of Texas, this day approved in open Commissioner's Court.

ATTEST:

[Signature] Clerk  
County Court Jack

Date November 14, 2014  
[Signature] County Judge,  
Jack County, Texas

THE STATE OF TEXAS }  
County of Jack } ss

I, Janice Robinson, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the 18<sup>th</sup> day of November, 2014, with its certificates of authentication, was filed for record in my office the 18<sup>th</sup> day of November, 2014, at 1:00 o'clock P.M., and duly recorded the 18<sup>th</sup> day of November, 2014, at 1:05 o'clock P.M., in the Records of Official Bonds of said County in Volume 13, on page \_\_\_\_\_.

WITNESS my hand and the seal of the County Court of said County, at office in Jacksboro, Texas, the day and year last above written.  
[Signature] Clerk  
By \_\_\_\_\_ Deputy Jack County Court Jack County



# Western Surety Company

## RIDER

It is hereby mutually agreed and understood by and between the Principal and Western Surety Company, that instead of as originally written:

The Obligee has been changed to read: Jack County Constable

No further changes other than above.

FILED FOR RECORD

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

NOV 18 2014

JANICE ROBINSON, County Clerk  
JACK COUNTY, TEXAS

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

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits conditions of the Bond, except as hereinabove set forth.

This Rider becomes effective on the 3rd day of November, 2014, at twelve and one minute o'clock a.m., standard

Attached to and forming part of Bond No. 71601338  
issued by WESTERN SURETY COMPANY of Sioux Falls, South Dakota,  
Jeffery Miller

Signed this 3rd day of November, 2014.

WESTERN SURETY COMPANY

By Paul T. Bruflat  
Paul T. Bruflat, Senior Vice President



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

FILED FOR RECORD

O'CLOCK M.

NOV 14 2014

THE STATE OF TEXAS  
COUNTY OF JACK

JANICE ROBINSON, County Clerk  
JACK COUNTY, TEXAS

NOW COMES - ATLAS BARNETT, LLC, hereinafter called DEPUTY 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.):

CROSSING ROGERS ROAD WHICH LIES IN THE WM. THOMPSON SURVEY, ABSTRACT NO. 608, JACK COUNTY, TX.

LAT: 33° 15' 21.45" N  
LONG: 98° 11' 44.85" W      WGS 84

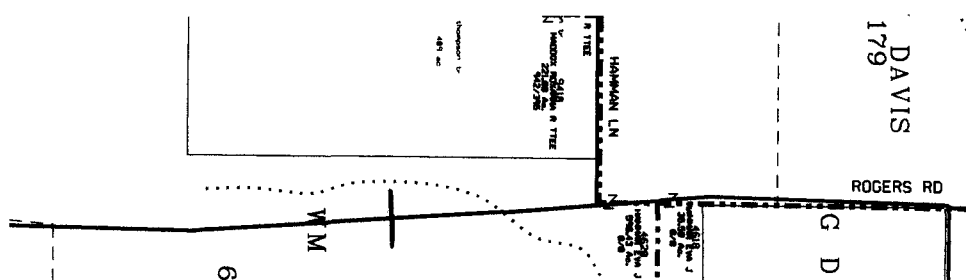
2. The Company assures the County that it has obtained authorization, if any is required, from any landowners adjoining the crossing to cross whatever portion of their land, if any, lies beneath the roadway.

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.



53095  
HAMMAN BLAKE C III  
0.00 Ac.  
0/0

HAMMAN LN

546.43 Ac.  
0/0

MADDOX

9417  
ROXANNA R TTEE  
6.25 Ac.  
942/395

9418  
MADDOX ROXANNA R TTEE  
221.00 Ac.  
942/395

9419  
MADDOX ROXANNA R TTEE  
181.74 Ac.  
942/395

thompson tr

thompson tr  
409 ac

4615  
HAMMAN EVA J  
308.00 Ac.  
0/0

26

HAMM  
46

WM THOMPSON

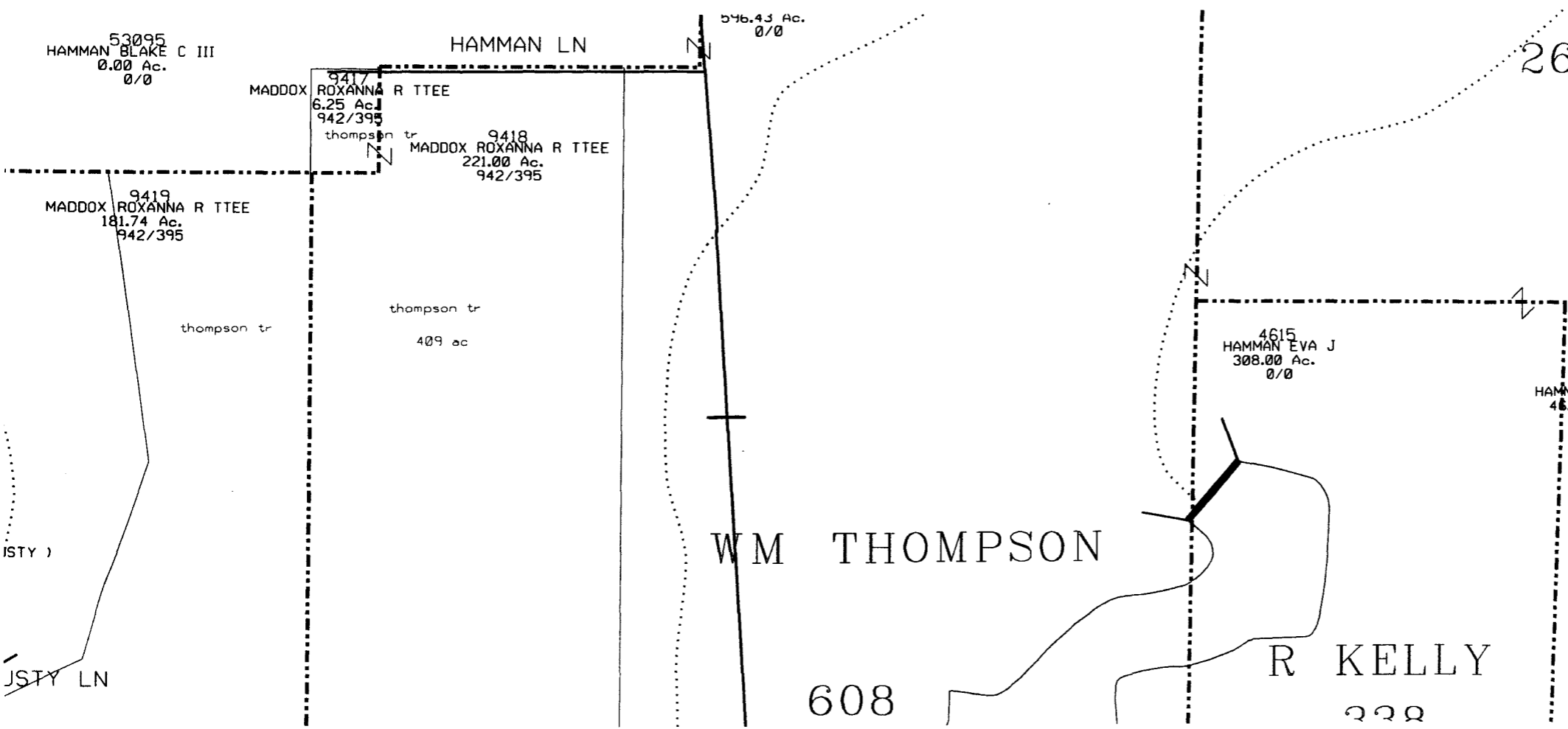
R KELLY

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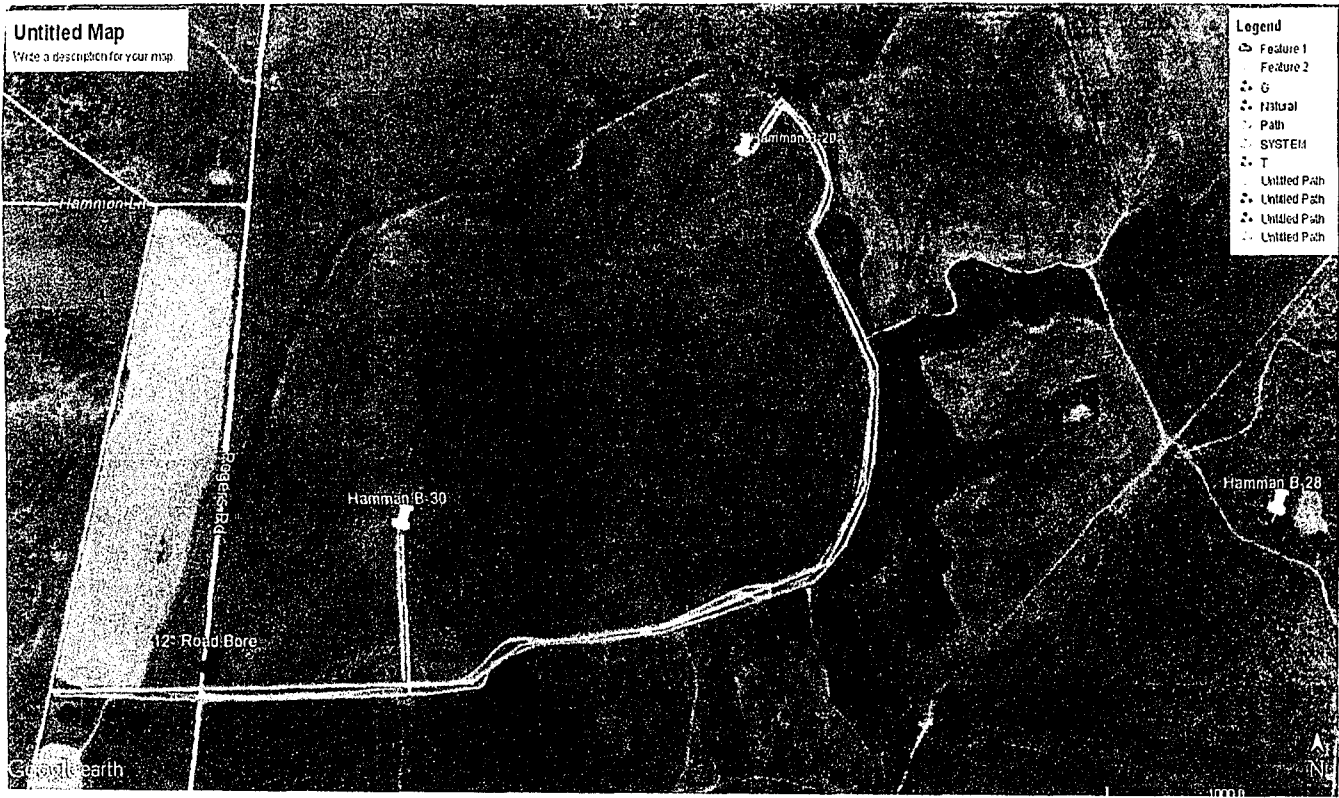
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NOV 13 2014

JANICE ROBINSON, County Clerk

JACK COUNTY, TEXAS

DEPUTY

BY \_\_\_\_\_  
**CONTRACT FOR JAIL CONFINEMENT SERVICE BETWEEN  
COUNTY OF JACK, TEXAS AND COUNTY OF PALO PINTO, TEXAS**

**STATE OF TEXAS  
COUNTY OF JACK**

This contract is made and entered into on the 10<sup>th</sup> day of November, 2014 by the County of Jack (herein called "JACK") and the County of Palo Pinto (herein called "PALO PINTO"), both in the state of Texas and Melvin Mayo, Sheriff of Jack County and his successors in office, and Ira Mercer, Sheriff of Palo Pinto County, and his successors in office, and the respective Commissioners Courts of each of the above named counties pursuant to the Inter-local Cooperation Act, Chapter 791 of the Texas Government Code.

I.

Jack County and Sheriff MELVIN MAYO ( hereinafter called "MAYO") agrees with Palo Pinto County and Sheriff Ira Mercer, hereinafter called MERCER, that Jack County and MAYO will house, support, maintain and confine in the Jack County Jail, on a space available basis, up to twelve (12) prisoners who have been booked into the Palo Pinto County Jail. It is mutually agreed that Palo Pinto County will assume transportation expense in transporting any prisoner from the Palo Pinto County Jail to the Jack County Jail for the purposes of incarceration at Jack County Jail in Jacksboro, Texas. Any subsequent transportation expenses for returning the prisoner to Palo Pinto County will likewise be an expense paid by Palo Pinto County.

II.

MAYO will book any Palo Pinto County prisoner transferred to Jack County Jail pursuant to this contract into the Jack County Jail at Jacksboro, Texas, and be responsible for the care, custody and control of the prisoner. MAYO agrees that he will not release from custody a prisoner from Palo Pinto County until discharge is lawfully ordered by a court of competent jurisdiction or bail bond is accepted and approved by the office of MERCER in Palo Pinto County, or until that discharge is approved by the office of MERCER.

III.

Palo Pinto County agrees to furnish and reimburse Jack County for all emergency medical, hospitalization, ambulance, and other treatment, for all Palo Pinto County prisoners transferred to Jack County Jail in Jacksboro, Texas. MAYO agrees to summon necessary medical help and transport the Palo Pinto County prisoner to a hospital when necessary and without undue delay. The officer in charge of the Jack County Jail will reserve the right to determine whether or not medical treatment is necessary for any Palo Pinto County prisoner. In the event that a Palo Pinto County inmate is hospitalized while in the custody of Jack County and MAYO, Palo Pinto County and MERCER will be responsible for providing a guard for that inmate while the inmate is in the hospital and will do so within 8 hours of notification or release the inmate from their custody.

In the event emergency medical, hospitalization, ambulance and other treatment of a Palo Pinto County prisoner becomes necessary; Jack County agrees to notify Palo Pinto County of the same as soon as possible. In the event non-emergency medical treatment of a Palo Pinto County prisoner becomes necessary, Jack County agrees to contact Palo Pinto County before any such treatment takes place.

IV.

Palo Pinto County will reimburse Jack County if a Palo Pinto County prisoner willfully, intentionally, knowingly or negligently damages or destroys any part of said Jack County Jail or contents thereof.

V.

Palo Pinto County agrees to pay Jack County \$45.00 per day or part of each day in which a prisoner of Palo Pinto County is booked into and maintained at the Jack County Jail in Jacksboro, Texas. Palo Pinto County will be billed for each day that an inmate is in the Jack County Jail prior to midnight, and for any portion of a day after midnight. Billing will cease at such time as a Palo Pinto County inmate is finally released from the Jack County Jail. Palo Pinto County and MERCER will be billed for an inmate as long as that inmate is booked into the Jack County Jail even though he may be outside of the jail and the custody of Jack County and MAYO. Palo Pinto County and MERCER will be billed for two or more days if an inmate is booked out of the Jack County Jail and then re-booked into the Jack County Jail in the same 24-hour period. Said payments will be payable on a monthly basis to Jack County with each payment for each month being due on the 10th day of the following month in which the prisoner was incarcerated and maintained by Jack County.

VI.

The term of this contract shall begin when the document is fully executed by all parties affixing their signatures as reflected herein and shall continue in effect through December 31, 2016. Thereafter, the contract shall be renewed automatically for periods of one (1) year and shall continue from year to year thereafter under the same terms until canceled by a contracting party. If the governing body of either contracting entity elects to withdraw from the contractual relationship, they shall do so by giving ten (10) days written notice to the other party of said intention to cancel. Said written notice of cancellation shall be delivered to the office of the County Judge of the other county which is a party to this contract.

VII.

Both parties hereto are aware that the Jack County Jail was approved by the Texas Commission on Jail Standards and certified to have complied with the minimum jail standards of the Texas Commission on Jail Standards and Article 5115.1, Vernon's Annotated Civil Statutes and no law or rule will be violated by the honoring and enforcement of this contract.

## VIII.

The only inmates of Palo Pinto eligible for incarceration in the Jack County facility under this Agreement are low to medium risk inmates.

An inmate must be considered as low to medium risk in accordance with State standards and under both the Jail Commission approved custody assessment system in place at the County's jail and pursuant to the custody assessment system in place at the Palo Pinto County facility before the inmate is eligible for incarceration at the Jack County facility.

All inmates proposed by Palo Pinto to be transferred to the Jack County facility under this Agreement must meet the eligibility requirement set forth above.

MAYO reserves the right to review the inmate's classification and/or eligibility and the right to refuse to accept any inmate that it does not believe to be properly classified as a low to medium risk inmate.

Furthermore, if any inmate's classification changes while incarcerated at the Jack County facility, JACK reserves the right to demand that PALO PINTO remove that inmate and PALO PINTO may replace said inmate with a low to medium risk inmate of PALO PINTO.

## IX.

JACK reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to JACK's facility and PALO PINTO shall cooperate with and provide information requested regarding any inmate by JACK's Sheriff.

JACK reserves the right to refuse acceptance of any prisoner of PALO PINTO.

Likewise, if any inmate's behavior, medical or psychological condition or other circumstance of reasonable concern to JACK's Sheriff makes the inmate unacceptable for continued incarceration in JACK's facility in the opinion of JACK's Sheriff, PALO PINTO will be requested to remove said inmate from the facility and shall do so within eight hours upon the request of JACK's Sheriff.

Inmate(s) may also be required to be removed from the facility when their classification changes for any purpose, including long-term medical segregation.

In the event of PALO PINTO's failure to remove such inmate within eight hours, JACK may deliver up such inmate to the Sheriff of Palo Pinto County at the cost and expense of PALO PINTO.

X.

JACK shall not be in charge or responsible for the computation or processing of inmates time of confinement, including, but not limited to, computation of good time awards/credits and discharge date. All such computation and record keeping shall continue to be the responsibility of PALO PINTO.

It shall be the responsibility of PALO PINTO to notify MAYO of any discharge date for an inmate at least ten days before such date.

JACK will release inmates of PALO PINTO only when such release is specifically requested in writing by the Sheriff of PALO PINTO. However, it is agreed that the preferred and usual course of dealing between the parties shall be for PALO PINTO to pick up and return inmates to PALO PINTO facility shortly before their discharge date and for PALO PINTO to discharge the inmate from its own facility.

PALO PINTO accepts all responsibility for the calculations and determinations set forth above and for giving Contractor notice of the same time.

PALO PINTO is responsible for all paperwork, arrangements, and transportation for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.

Palo Pinto County agrees to save, hold harmless and indemnify Jack County and MAYO and his successors in office, from any claims for damages for which Jack County or MAYO may be held liable to or for a Palo Pinto County prisoner because of the acts or omission of any Palo Pinto County employee. Jack County agrees to save, hold harmless and indemnify Palo Pinto County from any claims for damages for which Jack County or MAYO may be held liable to or for a Palo Pinto County prisoner because of the act or omissions of any Jack County employee while said prisoner is in the Jack County Jail in Jacksboro, Texas.

IX.

It is mutually agreed between the parties that in the event of an emergency situation or condition or overcrowding at the Jack County Jail which prevents the booking or incarceration of additional prisoners in said jail, MAYO may decline to book or keep Palo Pinto County prisoners in the Jack County Jail. If emergency situations or conditions or overcrowding result would leave the safety of a Palo Pinto County prisoner in jeopardy, MAYO will consult MERCER and ask that said Palo Pinto County prisoner be removed. In that event, Jack County's obligation under this contract as to said prisoner would be terminated and Palo Pinto County would be released from any further monetary obligation for the maintenance of said prisoner after transporting the Palo Pinto County prisoner from the Jack County Jail and into the custody of Palo Pinto County. In that event, MAYO agrees to notify MERCER if and when the Jack County Jail becomes suitable for the retention of prisoners.

EXECUTED at Jacksboro, Jack County, Texas, on this the - 13<sup>th</sup> - day of November, 2014 in two originals, to be effective on the last date of signing.

COUNTY OF JACK

By: Mitchell G. Davenport  
Mitchell G. Davenport, County Judge

Melvin Mayo  
Melvin Mayo, Sheriff, Jack County

ATTEST:

Janice Robinson  
Janice C. Robinson, County Clerk



EXECUTED at Mineral Wells, Palo Pinto County, Texas, the 10 day of NOVEMBER, 2014, in two originals to be effective on the last date of signing

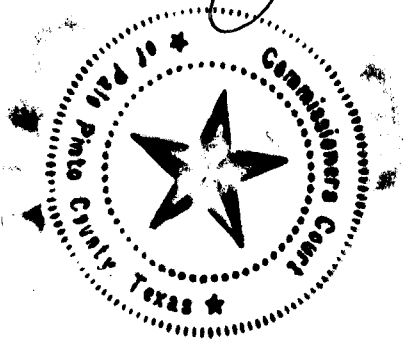
COUNTY OF PALO PINTO

By: David Nicklas  
David Nicklas, County Judge

Ira Mercer  
Ira Mercer, Sheriff, Palo Pinto County

ATTEST:

Amator Jew  
County Clerk



Salvage and Surplus

FILED FOR RECORD

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

NOV 13 2014

JANICE ROBINSON, County Clerk  
JACK COUNTY, TEXAS

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

Emerson T.V. Model # CR202EM9 Ser.# T09865225

View Sonic monitor Model#VCDTS23104-2m Ser.#097256876

RCA T.V. Model #20F424T Ser.# 1426E7E97

Pelco monitor model # PMM20A Ser.#0408015787

Pelco monitor model #PMM20A Ser. #0506011271

Pelco monitor model #PMM20A Ser. #0405008696

Pelco monitor model # PMM20A Ser. #0405008697

Pelco monitor model #PMM20A Ser.#0405008695

Pelco monitor model #PMM20A Ser. #040500876

Emerson T.V. model #EWC1304 Ser.#V18471579

Pelco monitor model #PMCS19A Ser.#029319050

Pelco Duplex Monochrome Multiplex model #MX4016MD Ser. #090-6010 Jack Co. #4982

RCA T.V. model #32V430T Ser. #E375C200i

Hennessy monitor model #CL-1766 Ser. #CB185HN03126

View Sonic monitor model #GS771 Ser. #JY85208004

View Sonic monitor model VCDTS21529 Ser. #AX01400910

Colorado computer 350 CPU

H.P. printer model # Desk Jet 890C Ser. #US79E130JR

H.P. printer model # PSC750xi Ser. # MY29CD61F4

H.P. printer model # Desk Jet 5440 Ser. #TH57J140ZZ

Stand Up Power FAN model #VZ10-9HB Ser.# None

Pelco Duplex Monochrome Multiplex model #MX4016MD Ser.#090-6013

Pelco VHS Recorder model #TLR3168 Ser.#004882M

NEC monitor model #LCD1560M Ser. #41B03626GA

ELO monitor touch system model #ET1925L-8UWA-1G Ser. #925LTR4190252K

ELO monitor touch system model #ET1925L-8UWA-1G Ser. #925LTR7112162K

Pelco VHS Recorder model #TPL3168 Ser. #004461M

Dell key board model #SK-8110 Ser. # none

Dell key board model #SK-8115 Ser. # none

B T C key board model #G09411081358 Ser. # none

Pelco Intelligent key board model #CM09760-KBD Ser. #A44-2289

Pelco Intelligent key board model #CM9760-KBD Ser. #04056-06-008362

Okidata Printer model #GE7000A Ser. #810B2272739

Compaq key board model #SDM-4540UL

Belkin key board model #KB6868 Ser. #030605128

Memorex key board model #MX5050 Ser. #BH32002685

Emerson T.V. model #CR202 EM9 Ser. #T09867607

Lexmark printer with 2 trays model #T630 Ser. #992159L

Houston Instrument printer model #DMP-162 Ser. #162405-10119

2 APC Battery Back Up model #1000XL Ser. # none

2 APC Battery Back Up model #750XL Ser. # none

2 Dell key boards and mouses no model or serial numbers

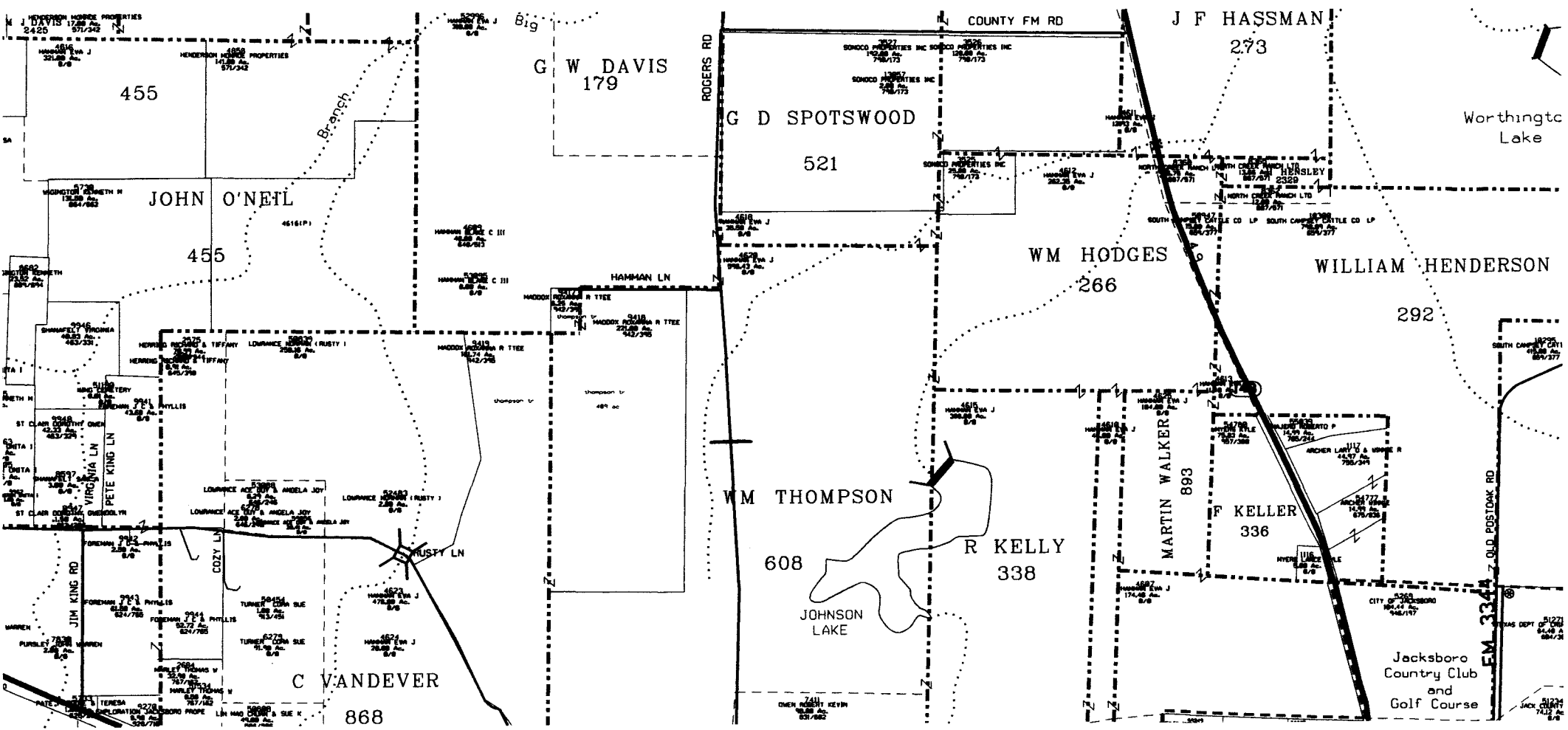
HP printer model #Q5763A Ser. #MY44N2D3HZ

Envision monitor model #EN710 Ser. #C3GN1CB019033

10 stainless steel wall Phones with extra parts

*4 - legal 4-drawer filing cabinets - sent to Dist. Clerk.  
10/28/14*





455

G W DAVIS  
179

G D SPOTSWOOD  
521

J F HASSMAN  
273

JOHN O'NEIL

455

WM HODGES  
266

WILLIAM HENDERSON

292

WM THOMPSON

608

R KELLY  
338

F KELLER  
336

C VANDEVER

868

Jacksboro  
Country Club  
and  
Golf Course

Worthington  
Lake

JOHNSON  
LAKE

EM 334  
7 OLD POSTOAK RD

Branch

COUNTY FM RD

ROGERS RD

HAMMAN LN

MARTIN WALKER  
893

DAVIS

2420

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