

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

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

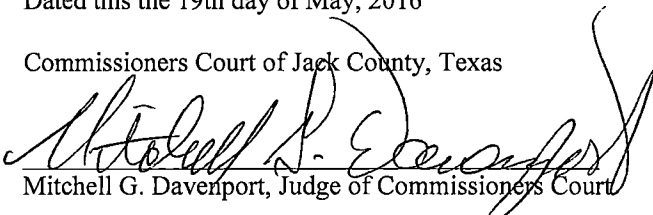
Notice is hereby given that a Meeting of the above named Commissioners Court will be held on Monday the 23rd day of May, 2016 at 10:00 o'clock a.m., in the County Courthouse, Jacksboro, Texas, at which time the following subjects* will be discussed and appropriate action taken, to-wit:

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 Meetings of May 9, 2016;
 - (b) Review and Acceptance of Treasurer's and Auditor's Monthly Reports for period ending April, 2016;
 - (c) Approval of Continuation of Interlocal Agreement between County (County Clerk's Office) and the Texas Department of Health Services regarding Issuance of Certificates of Vital Records (Birth Certificates);
4. **Timed Agenda: None**
5. Discussion of Commissioner Precinct Operations;
6. Update on Courthouse Repair Project 2016 details, if any;
7. Update on status of County activities, if any, under the CTIF Grant and FEMA Flood Grant;
8. Reports, if any, by other Department Heads;
9. Update on plan for installation of Grant-Paid Repeater – County Judge;
10. Review of status of TxDOT Jack Road Summary 2016;
11. Discussion of Commissioners Annual Road Report for 2016, pursuant to Chapter 251 of Texas Transportation Code;
12. FUTURE AGENDA ITEMS; AND;
13. ADJOURNMENT.

Dated this the 19th day of May, 2016

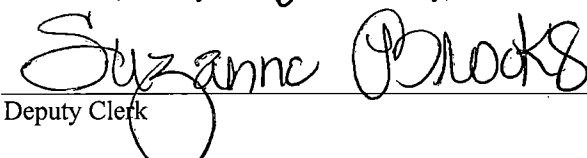
Commissioners Court of Jack County, Texas


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 19th day of May, 2016, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this the 19th day of May, 2016, at 10 a m.


Vanessa James, County Clerk of Jack County, Texas

By: 
Deputy Clerk

FILED FOR RECORD

_____ O'CLOCK _____ M

MAY 19 2016

VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY



MINUTES

On this the 23rd day of May, 2016 the Commissioners Court of Jack County, Texas met in Regular session at 10:12 a.m. with the following elected officials present:

Keith Umphress, 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

JUN 13 2016

VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS

PUBLIC FORUM

None

BY _____ DEPUTY

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 the bills. Commissioner Umphress seconded and the motion carried unanimously.

CONSENT AGENDA ITEMS

- (a) Approval of Minutes of Meeting of May 9, 2016;
- (b) Review and Acceptance of Treasure's and Auditor's Monthly Reports for period ending April, 2016;
- (c) Approval of Continuation of Interlocal Agreement between County (County Clerk's Office) and the Texas Department of Health Services regarding Issuance of Certificates of Vital Records (Birth Certificates);

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

TIMED AGENDA ITEMS

No timed agenda items.

PRECINCT OPERATIONS

No comments.

COURTHOUSE REPAIR PROJECT 2016

Judge Davenport reported that Danny Nash is about to complete his current project in the District Clerk's Office.

UPDATE ON CTIF GRANT AND FEMA FLOOD GRANT

Judge Davenport, Commissioner Umphress and Commissioner Cozart gave updates on the CTIF Grant. Commissioner Brock, Commissioner Umphress and Commissioner Ward gave updates on the FEMA FLOOD GRANT.

REPORTS FROM OTHER DEPARTMENT HEADS

Nothing new to report.

UPDATE ON GRANT-PAID RADIO REPEATER

Nothing new to report.

REVIEW STATUS OF TXDOT JACK COUNTY ROAD SUMMARY 2016

Nothing new to report.

ANNUAL ROAD REPORT

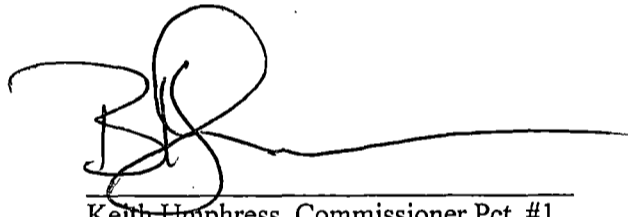
Discussion of Commissioners Annual Road Report for 2016, pursuant to Chapter 251 of Texas Transportation Code; Nothing new to report.

FUTURE AGENDA ITEMS

None noted.

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 10:55 a.m.



Keith Umphress, Commissioner Pct. #1



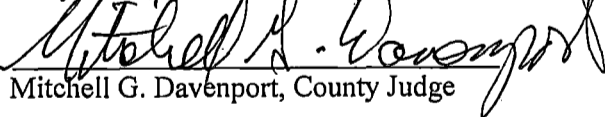
James Brock, Commissioner Pct. #2



James L. Cozart, Commissioner Pct. #3

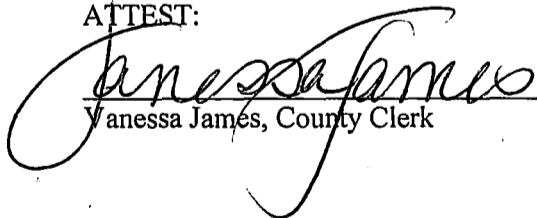


Terry Ward, Commissioner Pct. #4



Mitchell G. Davenport, County Judge

ATTEST:



Vanessa James, County Clerk



RESOLUTION

FILED FOR RECORD

_____ O'CLOCK _____ M

MAY 23 2016

VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

The State of Texas
County of Jack

WHEREAS, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

WHEREAS, County of Jack, hereinafter referred to as the Local Government owns a bridge located at Old Gertrudes Road over Stewart Creek (Pct. 4), National Bridge Inventory (NBI) Structure Number 02-120-AA02-05-001, Local Designation Number N/A; and

WHEREAS, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number 114417 dated 11/19/15, Control-Section-Job (CSJ) Number 0902-40-027; and

WHEREAS, the usual fund participation ratio for projects on such program is 80 percent federal, 10 percent state and 10 percent Local Government; and

WHEREAS, Texas Administrative Code, Title 43, Section 15.55(d) (43 TAC Section 15.55(d)) provides that under specified conditions the 10 percent Local Government match fund participation requirement may be waived with agreement by the Local Government to perform, or cause to be performed, an equivalent dollar amount of structural improvement work on other deficient bridges or deficient mainlane cross-drainage structures within its jurisdiction, such a project of structural improvement work being referred to as an "equivalent-match project"; and

WHEREAS, the estimated local match fund participation requirement on the approved federal off-system bridge project is \$82,483.12 (dollars), hereinafter referred to as the "participation-waived" project, such participation requirement the Local Government proposes be waived and in return perform or cause to be performed equivalent-match project structural improvement work.

THEREFORE, BE IT RESOLVED that the Local Government perform, or cause to be performed, the following equivalent-match project(s) in return for waiver of the local match fund participation requirement on the approved federal off-system bridge program (participation-waived) project not yet awarded:

| Location (and structure identification number, if applicable) | On School Bus Route? (Yes/No) | Historic Bridge? (Yes/No) | Description of Structural or Safety Improvement Work | Estimated Cost |
|--|-------------------------------|---------------------------|--|--------------------|
| Rater Road over Branch of Lodge Creek – Non-NBI Structure (1.35 miles south of FM 175) | Yes | No | Replace Non-NBI Structure | \$43,120.00 |
| Burwick Road over Henderson Creek – Non-NBI Structure (0.6 miles west of Barker Road) | Yes | No | Replace Non-NBI Structure | \$43,120.00 |
| | | | | |
| Total | | | | \$86,240.00 |
| EMP work credited to this PWP* | | | | \$82,483.12 |
| Balance of EMP work available to associated PWPs | | | | N/A |
| Associated PWPs CSJs | | | Amount to be Credited to Associated PWPs | |
| | | | | |

BE IT FURTHER RESOLVED that in receiving this waiver the Local Government acknowledges its obligation to conform with all conditions of 43 TAC Section 15.55(d); such conditions that include but are not restricted to the following:

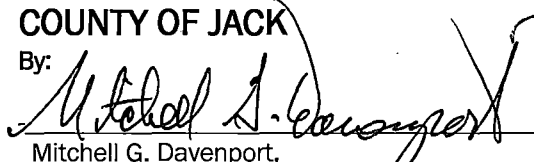
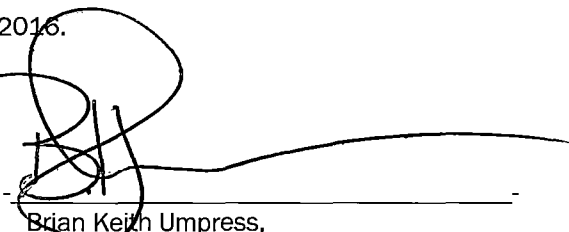
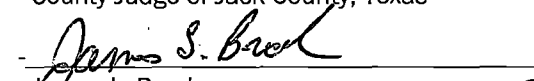
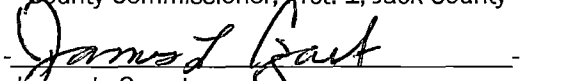
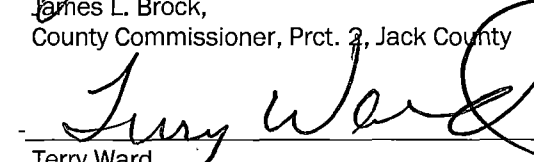
1. The Local Government must be currently in compliance with load posting and closure regulations as defined in National Bridge Inspection Standards under US Code of Federal Regulations, Title 23, Section 650.303.
2. The equivalent-match project work increases the load capacity of the existing bridge or other mainlane cross-drainage structure, or upgrades the structure to its original load capacity with a minimum upgrade to safely carry school bus loading if located on a school bus route.
3. In performing, or causing to be performed, the equivalent-match project(s), the Local Government assumes all responsibilities for engineering and construction, and complying with all applicable state and federal environmental regulations and permitting requirements for the structures being improved.
4. The work on the proposed equivalent-match project(s) has not begun and will not begin until the local match fund participation waiver approval process has been completed.
5. The Local Government will be allowed three years after the contract award of the participation-waived project to complete the structural improvement work on the equivalent-match project(s).
6. Should this waiver request be approved, an appropriate written agreement or amendment to a previously executed agreement will be executed between the State and Local Government.

IN WITNESS WHEREOF, I have hereunto set my hand this 13th day of April, two thousand fifteen, and of the Independence of the United States of America the two hundred and thirty-ninth.

PASSED AND APPROVED this 12th day of October, 2016.

COUNTY OF JACK

By:

| | |
|--|--|
|  _____ Mitchell G. Davenport, County Judge of Jack County, Texas |  _____ Brian Keith Umpress, 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:



Vanessa James, County Clerk of Jack County, Texas



Jack County Auditor
Monthly Report of Account Balances
As of April 30, 2016

MAY 23 2016

VANESSA JAMES, County Clerk
 JACK COUNTY, TEXAS

BY _____ DEPUTY

| County Attorney Office | Account No. | Balance |
|---------------------------------|-------------|----------|
| County Attorney Reimbursement | 6408 | 0.00 |
| County Attorney Partial Payment | 6424 | 179.85 |
| County Attorney Fee Fund | 6416 | 1,494.11 |

| County Clerk Office | Account No. | Balance |
|------------------------|-------------|------------|
| County Clerk | 12874 | 29,057.32 |
| County Clerk RMF | 992283 | 138,609.39 |
| County Clerk Cash Bond | 77070 | 4,271.17 |

| County Constable Precinct 1 | Account No. | Balance |
|----------------------------------|-------------|---------|
| Jack County Constable Precinct 1 | 73652 | 868.18 |

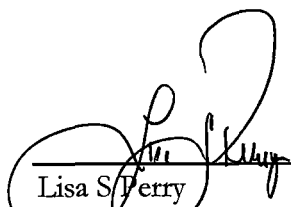
| County Sheriff Office | Account No. | Balance |
|------------------------|-------------|-----------|
| Seized Account | 73164 | 7,964.57 |
| Dare Account | 73377 | 3,739.05 |
| Melvin F Mayo, Sheriff | 135208 | 12,897.00 |
| Commissary Account | 73849 | 40,204.26 |
| Inmate Trust Fund | 7455 | 469.08 |

| County Tax Office | Account No. | Balance |
|---------------------------------------|-------------|-----------|
| Tax Escrow | 8354 | 403.31 |
| VIT Interest | 93068 | 4,338.71 |
| Ad Valorem Tax | 1724 | 56,284.46 |
| Personal Property Penalty | 83100 | 34,062.45 |
| Secretary of State (Chapter 19 Funds) | 83925 | 4.42 |
| Highway | 1732 | 63,077.96 |
| Vehicle Inventory Tax | 14478 | 2,661.37 |
| Sales Emission | 93017 | 2,031.68 |
| Sales Tax | 1708 | 28,166.44 |
| Registration Emission | 92800 | 3,235.50 |

| County Treasurer Office | Account No. | Balance |
|-----------------------------|-------------|--------------|
| Unclaimed Property Account | 957 | 6,930.19 |
| TEXSTAR - Jail Construction | 1190103097 | 106,982.73 |
| TEXSTAR - Jail I & S | 1190103098 | 40,975.40 |
| Extradition Account | 82562 | 1,422.90 |
| County of Jack | 78 | 6,075,009.32 |

| District Clerk Office | Account No. | Balance |
|-----------------------|-------------|------------|
| Fee Account | 67423 (CK) | 43,214.70 |
| Trust Account | 67504 (CK) | 220,660.03 |
| DC RMF Account | 991147 (MM) | 8,476.45 |

| Justice of the Peace Office | Account No. | Balance |
|-----------------------------|-------------|-----------|
| Partial Payment Account | 72109 | 23,704.71 |
| Main Account | 125202 | 8,792.71 |



Lisa S. Perry
Jack County Auditor

05/23/2016
Date



JACK COUNTY
 ATTN LISA PERRY
 100 N MAIN ST STE 202
 JACKSBORO TX 76458-1746

RECEIVED

MAY 09 2016

JACK COUNTY AUDITOR

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1190103097

ACCOUNT NAME: JAIL CONSTRUCTION

STATEMENT PERIOD: 04/01/2016 - 04/30/2016

TEXSTAR MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.3696%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 46 DAYS AND THE NET ASSET VALUE FOR 04/29/2016 WAS 1.000144.

MONTHLY ACTIVITY DETAIL

| TRANSACTION DATE | DESCRIPTION | CONFIRMATION NUMBER | TRANSACTION AMOUNT | BALANCE |
|------------------|-------------------|---------------------|--------------------|------------|
| | BEGINNING BALANCE | | | 106,950.23 |
| 04/29/2016 | MONTHLY POSTING | 9999888 | 32.50 | 106,982.73 |
| | ENDING BALANCE | | | 106,982.73 |

MONTHLY ACCOUNT SUMMARY

| | |
|-------------------|------------|
| BEGINNING BALANCE | 106,950.23 |
| TOTAL DEPOSITS | 0.00 |
| TOTAL WITHDRAWALS | 0.00 |
| TOTAL INTEREST | 32.50 |
| ENDING BALANCE | 106,982.73 |
| AVERAGE BALANCE | 106,950.23 |

ACTIVITY SUMMARY (YEAR-TO-DATE)

| ACCOUNT NAME | DEPOSITS | WITHDRAWALS | INTEREST |
|-------------------|----------|-------------|----------|
| JAIL CONSTRUCTION | 0.00 | 0.00 | 115.22 |





JACK COUNTY
 ATTN LISA PERRY
 100 N MAIN ST STE 202
 JACKSBORO TX 76458-1746

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1190103098

ACCOUNT NAME: INTEREST & SINKING

STATEMENT PERIOD: 04/01/2016 - 04/30/2016

RECEIVED

MAY 09 2016

JACK COUNTY AUDITOR

TEXSTAR MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.3696%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 46 DAYS AND THE NET ASSET VALUE FOR 04/29/2016 WAS 1.000144.

MONTHLY ACTIVITY DETAIL

| TRANSACTION DATE | DESCRIPTION | CONFIRMATION NUMBER | TRANSACTION AMOUNT | BALANCE |
|------------------|-------------------|---------------------|--------------------|-----------|
| | BEGINNING BALANCE | | | 40,962.97 |
| 04/29/2016 | MONTHLY POSTING | 9999888 | 12.43 | 40,975.40 |
| | ENDING BALANCE | | | 40,975.40 |

MONTHLY ACCOUNT SUMMARY

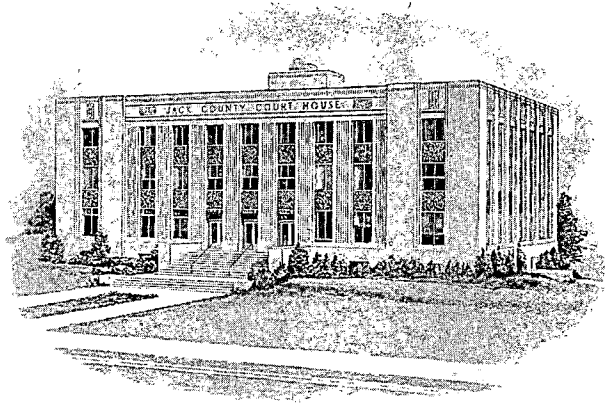
| | |
|-------------------|-----------|
| BEGINNING BALANCE | 40,962.97 |
| TOTAL DEPOSITS | 0.00 |
| TOTAL WITHDRAWALS | 0.00 |
| TOTAL INTEREST | 12.43 |
| ENDING BALANCE | 40,975.40 |
| AVERAGE BALANCE | 40,962.97 |

ACTIVITY SUMMARY (YEAR-TO-DATE)

| ACCOUNT NAME | DEPOSITS | WITHDRAWALS | INTEREST |
|--------------------|----------|-------------|----------|
| INTEREST & SINKING | 0.00 | 0.00 | 44.13 |



JACK COUNTY



KIM GIBBY
County Treasurer
100 N. Main St., Ste. 201
Jacksboro, Texas 76458

JACKSBORO, TEXAS

AUDITOR & TREASURER'S CERTIFICATE

I hereby certify that the following constitutes the Jack County Treasurer's Report for the monthly period ending on April 30, 2016.

This report was prepared for the purposes of comparing and reconciling the actual balances of the County's cash accounts and investments, if any, to its general ledger for the period stated.

Respectfully submitted,

Kim Gibby
Kim Gibby, Jack County Treasurer

Agreed:

Lisa Perry
Lisa Perry, Jack County Auditor

FILED FOR RECORD

_____ O'CLOCK _____ M

JUN 09 2016

VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

ORDER APPROVING TREASURER'S REPORT

After comparing and examining the Treasurer's Report for the monthly period ending April 30, 2016, and determining that the report is correct, the Court finds that the report should be approved. It is therefore ORDERED that the report is approved.

It is FURTHER ORDERED that the amounts received and paid from each fund, and the cash balance remaining in the Treasurer's custody are as indicated in the report itself.

ORDERED this 23rd day of May, 2016.

Keith Umphress
Keith Umphress,
Commissioner, Pct. 1, Jack County

James Brock
James Brock,
Commissioner, Pct. 2, Jack County

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

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

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

ATTEST:

Vanessa James
Vanessa James, Interim County Clerk of Jack County, Texas



| TREASURER'S REPORT MARCH 2016 | | | | |
|--------------------------------------|------------|----------------------------|-----------------|-------------|
| UNCLAIMED PROPERTY ACCOUNT | | | | |
| Date | | Description | | Balance |
| 4/1/16 | | BEGINNING BALANCE | \$ 6,930.19 | |
| | | Credits | | |
| | | Debits | \$ - | |
| | | ENDING BALANCE | 4/30/2016 | \$ 6,930.19 |
| EXTRADITION ACCOUNT | | | | |
| Date | | Description | | Balance |
| 4/30/16 | | BALANCE | | \$1,422.90 |
| 00078 ACCOUNT | | | | |
| Date | Rec'd From | Description | | |
| 4/30/16 | | BALANCE SHOWN ON STATEMENT | \$ 6,075,009.32 | |

RECAP OF MONEY APRIL 2016

| | Fund | Balance | Transfer | Receipts | Accts Payable | Payroll | Transfer | Balance |
|-------|----------------------------|-----------------|---------------|---------------|---------------|---------------|---------------|-----------------|
| | Designation | 04/01/16 | Out | | | | In | 04/30/16 |
| ***** | | | | | | | | |
| 10 | Precinct #1 | \$ (73,262.46) | \$ - | | \$ 17,458.74 | \$ 7,002.38 | \$ 29,274.00 | \$ (68,449.58) |
| 20 | Precinct #2 | \$ 151,838.04 | \$ - | | \$ 16,179.12 | \$ 7,460.52 | \$ 29,274.00 | \$ 157,472.40 |
| 30 | Precinct #3 | \$ 325,875.36 | \$ - | | \$ 117,581.78 | \$ 7,716.08 | \$ 29,274.00 | \$ 229,851.50 |
| 40 | Precinct #4 | \$ 233,844.76 | \$ - | | \$ 43,117.28 | \$ 7,904.60 | \$ 29,274.00 | \$ 212,096.88 |
| 50 | Road & Bridge | \$ 308,768.41 | \$ 117,096.00 | \$ 156,487.45 | | | \$ - | \$ 348,159.86 |
| 51 | R&B Heavy Equipment | \$ 72,889.59 | \$ - | \$ 4,258.25 | \$ 233.10 | | \$ - | \$ 76,914.74 |
| 52 | CTIF Fund | \$ 45,115.07 | \$ - | \$ 33.75 | \$ 53,475.76 | | \$ - | \$ (8,326.94) |
| 53 | FEMA Fund | \$ 109,923.42 | \$ - | | | | \$ - | \$ 109,923.42 |
| 60 | Lateral Road | \$ 245,493.93 | \$ - | | | | \$ - | \$ 245,493.93 |
| 70 | Law Library | \$ 33,090.85 | \$ - | \$ 210.00 | \$ 250.00 | | \$ - | \$ 33,050.85 |
| 71 | Appellate Judicial System | \$ (5.00) | \$ - | \$ 30.00 | \$ 25.00 | | \$ - | \$ - |
| 72 | County Court RTA | \$ 80,702.16 | \$ - | \$ 3,390.00 | \$ 35,011.21 | | \$ - | \$ 49,080.95 |
| 73 | District Court RTA | \$ 3,224.15 | \$ - | \$ 110.00 | | | \$ - | \$ 3,334.15 |
| 80 | Records Preservation | \$ 10,201.67 | \$ - | \$ 80.00 | | | \$ - | \$ 10,281.67 |
| 81 | Work Program | \$ 45.17 | \$ - | | | | \$ - | \$ 45.17 |
| 82 | Guardianship Fund | \$ 4,120.00 | \$ - | \$ 20.00 | | | \$ - | \$ 4,140.00 |
| 83 | Emergency Mgmt | \$ (76,187.63) | \$ - | | | | \$ - | \$ (76,187.63) |
| 84 | CH Renovation | \$ 359,309.85 | \$ - | | | | \$ - | \$ 359,309.85 |
| 85 | CH Renovation I&S fund bal | \$ 60,435.63 | \$ - | \$ 5,853.80 | | | \$ - | \$ 66,289.43 |
| 90 | General Fund | \$ 3,811,715.49 | \$ - | \$ 146,325.60 | \$ 181,227.13 | \$ 108,105.11 | \$ - | \$ 3,668,708.85 |
| 91 | Judge's State Supplement | \$ 3,275.22 | \$ - | | | | \$ - | \$ 3,275.22 |
| 92 | Dist. & Co. Court Tech | \$ 7,218.63 | \$ - | \$ 17.67 | | | \$ - | \$ 7,236.30 |
| 93 | Probate Education | \$ 3,084.32 | \$ - | \$ 7.00 | | | \$ - | \$ 3,091.32 |
| 94 | Records Management | \$ 2,106.49 | \$ - | \$ 166.14 | | | \$ - | \$ 2,272.63 |
| 95 | Courthouse Security | \$ 137,453.20 | \$ - | \$ 715.71 | \$ 270.64 | | \$ - | \$ 137,898.27 |
| 96 | Justice Court Tech | \$ 24,196.95 | \$ - | \$ 315.66 | | | \$ - | \$ 24,512.61 |
| 98 | Interest & Sinking | \$ 339,140.70 | \$ - | \$ 10,996.14 | | | \$ - | \$ 350,136.84 |
| 99 | State Fines & Fees | \$ 24,332.12 | \$ - | \$ 12,848.34 | \$ 29,996.62 | | \$ - | \$ 7,183.84 |
| ***** | | | | | | | | |
| | TOTALS | \$ 6,247,946.09 | \$ 117,096.00 | \$ 341,865.51 | \$ 494,826.38 | \$ 138,188.69 | \$ 117,096.00 | \$ 5,956,796.53 |

| | Pct 1 | Pct 2 | Pct 3 | Pct 4 | GF | Totals |
|--------------------------|--------------|--------------|--------------|--------------|------|---------------|
| Pct 1 transfer in: | \$ 29,274.00 | | | | | |
| Pct 2 transfer in: | | \$ 29,274.00 | | | | |
| Pct 3 transfer in: | | | \$ 29,274.00 | | | |
| Pct 4 transfer in: | | | | \$ 29,274.00 | | |
| GF transfer in: | | | | | \$ - | |
| R&B transfer out: | \$ 29,274.00 | \$ 29,274.00 | \$ 29,274.00 | \$ 29,274.00 | | \$ 117,096.00 |
| CTIF transfer out: | | | | | | \$ - |
| State Fund transfer out: | | | | | | \$ - |

Jack County
Bank Account Reconciliaton
 4/30/2016

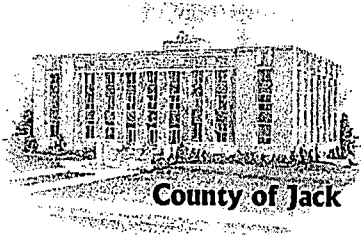
| | |
|-------------------------------------|------------------------|
| Bank Balance According to Statement | \$ 6,075,009.32 |
| Outstanding Deposits | \$ - |
| Outstanding Checks | \$ 117,844.56 |
| Balance | \$ 5,957,164.76 |

Balance per General Ledger by Fund

| | | |
|----|----------------------------|-----------------|
| 10 | PCT. 1 | \$ (68,449.58) |
| 20 | PCT. 2 | \$ 157,472.40 |
| 30 | PCT. 3 | \$ 229,851.50 |
| 40 | PCT. 4 | \$ 212,096.88 |
| 50 | ROAD & BRIDGE C.W. | \$ 348,159.86 |
| 51 | R&B Heavy Equipment | \$ 76,914.74 |
| 52 | CTIF Fund | \$ (8,326.94) |
| 53 | FEMA Fund | \$ 109,923.42 |
| 60 | LATERAL ROADS | \$ 245,493.93 |
| 70 | LAW LIBRARY | \$ 33,050.85 |
| 71 | Appellate Judicial System | \$ - |
| 72 | County Court RTA | \$ 49,080.95 |
| 73 | District Court RTA | \$ 3,334.15 |
| 80 | Preservation fund | \$ 10,281.67 |
| 81 | Work Program | \$ 45.17 |
| 82 | Guardianship Fund | \$ 4,140.00 |
| 83 | Emergency Management | \$ (76,187.63) |
| 84 | Courthouse Renovations | \$ 359,309.85 |
| 85 | Courthouse Renovations I&S | \$ 66,289.43 |
| 90 | GENERAL | \$ 3,668,708.85 |
| 91 | COUNTY JUDGE EXCESS | \$ 3,275.22 |
| 92 | Dist. & Co. Clerk Tech | \$ 7,236.30 |
| 93 | PROBATE | \$ 3,091.32 |
| 94 | RECORDS MANAGEMENT | \$ 2,272.63 |
| 95 | COURTHOUSE SECURITY | \$ 137,898.27 |
| 96 | J.P. TECHNOLOGY | \$ 24,512.61 |
| 98 | INTEREST & SINKING | \$ 350,136.84 |
| 99 | State Fines & Fees | \$ 7,183.84 |

| | |
|----------------------------|-----------------|
| Balance per General Ledger | \$ 5,956,796.53 |
| Balance per Bank Statement | \$ 5,957,164.76 |
| Unlocated difference | \$ 368.23 |

ck#47365/Office Depot \$153.23 - stop payment 5/4/16
 ck#47137/Compliance Solutions \$215.00 - void 5/4/16



Waiting for
original to
be returned.
US 6/21

Vanessa James
County Clerk of Jack County, Texas
100 N. Main St., Ste. 208
Jacksboro, TX 76458
940.567.2111
940.567.6441 Fax
countyclerk@jackcounty.org

June 20, 2016

DSHS Vital Statistics Unit
Attn: Princess Lindsay
Mail Code 1326
P.O. Box 149347
Austin, Texas 78714-9347

Re: Data Use Agreement

Dear Ms. Lindsay:

Enclosed please find two (2) originals of the Data Use Agreement between Texas Health and Human Services and the County of Jack. Please sign each original and return one to my office.

Please let me know if you have further questions.

Sincerely yours,

Vanessa James
County Clerk – Jack County, Texas

Enclosures

DEPARTMENT OF STATE HEALTH SERVICES



Contract number 537-17-0043-00001 (Contract), is entered into by Department of State Health Services (DSHS) Vital Statistics Unit and Jack County Clerk's Office (Contractor). DSHS and Contractor are collectively referred to herein as the "Parties."

- I. **Purpose of the Contract.** DSHS agrees to provide access to the Texas Electronic Registration Remote System (TER Remote System) for the purpose of issuing individual birth certificates.
- II. **Term of the Contract.** This Contract will begin on September 1, 2016 and end on August 31, 2018.
- III. **Authority.** The Parties enter into this Contract under the authority of Texas Government Code Chapter 791.
- IV. **Statement of Work.**
 - A. DSHS agrees to provide on-line computer services in support of Contractor 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, DSHS may temporarily suspend services without advance notice.
 - B. Contractor will search DSHS 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 DSHS. 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. Contractor will acquire the necessary data processing equipment, communications, hardware or software, and purchase "bank note" paper, as specified by DSHS. DSHS will assist in connection of the equipment, furnish software program and provide technical assistance, if necessary.
 - D. Contractor acknowledges that records may not be located in the searching process instituted by Contractor or records, which are located, may have errors due to:
 1. Normal key-entry errors in spellings;
 2. Accidental failure on the part of the DSHS to update a file for an amendment or paternity determination; and
 3. The event year does not exist on the system.

- E. Contractor will notify DSHS in writing, at least monthly of errors or suspected errors that exist on the data base information.
- F. Contractor is to maintain an inventory control and account for each document produced on "bank note" paper, including voided documents.
- G. Contractor 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.

V. Fees.

Contractor agrees to pay DSHS \$1.83 for each Certification of Vital Record printed as a result of searches of the database. Contractor agrees to charge the same base search fee for a birth certificate as DSHS. Additional fees may only be charged as authorized by Texas Health and Safety Code 191.

VI. Billing.

A. DSHS will send an itemized billing to Contractor on a monthly basis for each certification of Vital Record printed. This billing will be sent through the U.S. Postal Service to the Contractor at:

Name: Jack County Clerk's Office
Address: 100 N. Main Street Ste. 208
Jacksboro, TX 76458

B. Contractor will direct any billing inquiries either by phone to 512-776-7206 or email to vsubusinessservices@dshs.state.tx.us.

VII. Payment Method.

A. Contractor will remit payment to DSHS within thirty days after a billing is received by them. Payment by the Contractor will be considered made on the date postmarked.

B. Contractor will send payments to DSHS at:

Texas Department of State Health Services
Cash Receipts Branch MC 2096
P.O. Box 149347
Austin, TX 78714-9347

C. Contractor will make payment to DSHS out of its current revenues.

VIII. Representatives. The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

| Jack County Clerk's Office | DSHS |
|---|--|
| Vanessa James Jack County Clerk's Office 100 N. Main Street, Ste. 208 Jacksboro, TX 76458 Phone: (940) 567-2111 Email: <u>vjames@jackcounty.org</u> <u>countyclerk@jackcounty.org</u> | Texas Department of State Health Services Contract Oversight and Support Attn: Princess Lindsay Mail Code 1326 P.O. Box 149347 Austin, TX 78714-9347 Phone: 512-776-3713 Email: <u>Princess.Lindsay@dshs.state.tx.us</u> |

IX. General Terms and Conditions.

A. Governing Law. Regarding all issues related to this Contract's formation, performance, interpretation, and any issues that may arise in any dispute between the Parties, the Contract will be governed by and construed in accordance with the laws of the State of Texas.

B. Amendment. This Contract may be modified by written amendment signed by the Parties.

C. Confidentiality.

1. The Parties are required to comply with all applicable 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. To the extent the Parties execute, or have executed, a separate Data Use Agreement or other confidentiality agreement in compliance with the relevant statutes, that agreement will also apply to this Contract.

2. Contractor 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.
 3. Contractor will use confidential records and information obtained under this Contract only for purposes as described in this Contract and as otherwise allowed by law.
 4. Notwithstanding any provision relating to confidentiality, the confidential information held by DSHS may be disclosed to a third party pursuant to the Texas Public Information Act (Texas Government Code Chapter 552), any open records decision or ruling by the Attorney General that such information constitutes public information or as otherwise provided by law.
- D. Exchange of Client-Identifying Information.** If this Contract concerns client-identifying information, except as prohibited by other law, Contractor and DSHS may exchange PHI without the consent of clients in accordance with 45 Code of Federal Regulation § 164.504(e)(3)(i)(B), Texas Health and Safety Code § 533.009 and other applicable law or rules.
- E. Records Retention.** DSHS will retain records in accordance with DSHS State of Texas Records Retention Schedule 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.
- F. Severability.** 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.
- G. Notice.** Any notice required or permitted to be given under this Contract will be in writing and sent to the respective Party's Representative in Section VIII. Notice will 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 specified in writing by the Party to the other Party, or, if sent by certified mail, on the date of receipt.
- H. Waiver.** Acceptance by either Party of partial performance or failure to complain of any action, non-action or default under this Contract will not constitute a waiver of either Party's rights under the Contract.
- I. Assignment.** Neither DSHS nor Contractor will transfer, assign, or sell its interest, in whole or in part, in this Contract without prior written consent by both Parties.
- J. Suspension of Services Under This Contract.** In the event of an emergency or information technology system failure, DSHS may temporarily suspend services without advance notice.

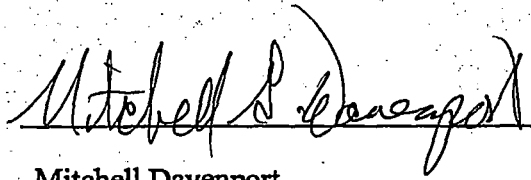
K. Termination.

1. **Convenience.** This Contract may be terminated by mutual agreement of both Parties. Either Party may terminate this Contract without cause by giving 30 days written notice of its intent to terminate to the non-terminating Party.
2. **Cause.** This Contract may be terminated for cause by either Party for breach or failure to perform an essential requirement of the Contract.
3. **Notice of Termination.** Written notice may be sent by any method that provides verification of receipt, which will be calculated from the date of receipt by the non-terminating Party's Representative provided in Section VIII.
4. **Transition after Termination.** At the end of the Term of this Contract or termination as provided for in this Section, the Parties will equitably settle their respective accrued interests or obligations incurred prior to termination.

By signing below, the Parties agree that this Contract constitutes the entire legal and binding agreement between them. The Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the authority to execute this Contract on behalf of their respective Party.

DEPARTMENT OF STATE HEALTH SERVICES

JACK COUNTY CLERK'S OFFICE



Ed House
Chief Operating Officer
Department of State Health Services

Mitchell Davenport
County Judge
Jack County

5-23-16

Date

Date