

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

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

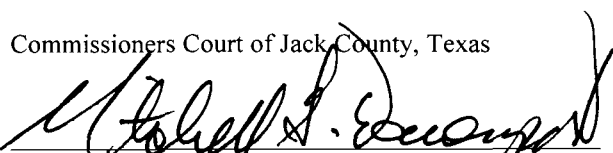
Notice is hereby given that a Meeting of the above named Commissioners Court will be held on **Monday the 11th day of December, 2017 at 10:00 o'clock a.m.**, in the County Courthouse, Jacksboro, Texas, at which time the following subjects* will be discussed and appropriate action taken, to-wit:

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. APPROVE PAYMENT OF CLAIMS AND PAYROLL;
3. CONSENT AGENDA ITEMS:
 - (a) Approval of Minutes of Meetings for November 9, 2017, December 4, 2017 and December 7, 2017;
 - (b) Approval of performance bonds for Chris Dewayne Reger, Brian Newby, Jack Randall Hunter, and David Angell as Deputy Sheriff for Jack County;
 - (c) Re-appoint Sharon Robinson, County Tax Assessor-Collector to serve as the County's representative on the Jack County Appraisal District;
 - (d) Approve execution by County Judge of renewal of Interlocal Agreement with the County of Lubbock regarding the Regional Public Defender for Capital Cases;
 - (e) Approve adoption of Memorandum of Understanding/Care Coordination with the Helen Farabee Centers regarding substance abuse services;
4. TIMED AGENDA ITEMS: None
5. Discussion of Commissioner Precinct Operations;
6. Update on Courthouse Repair Project 2017 details, if any;
7. Request by Building Maintenance Officer Danny Nash regarding repairs to boiler lines into the Boiler Room and Sewer Line (and other repairs) involved in the basement Women's Restroom – Danny Nash;
8. Update on LEC Roof Repair Project;
9. Update on status of County activities, if any, under the CTIF Grant and FEMA Flood Grant;
10. Review of Proposals received for action, unless tabled for further analysis, for operations financial software and Justice of the Peace Court administration software;
11. Update on 911 Outage on November 27, 2017;
12. Revisit of format of approved contract with Mobil Phone of Texas on rental of Radio Tower space – County Judge;
13. Consider formalization of policy regarding expressions of concern and sympathy for employees and family – County Judge;
14. Reports, if any, by other Department Heads;
15. Ratification of action previously approved regarding the substitution of securities pledged by County Depository;
16. FUTURE AGENDA ITEMS; AND;
17. ADJOURNMENT.

Dated this the 7th day of December, 2017

Commissioners Court of Jack County, Texas


Mitchell G. Davenport, Judge of Commissioners Court

FILED FOR RECORD

_____O'CLOCK_____M

DEC 07 2017

VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS

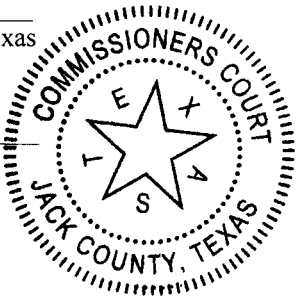
BY _____DEPUTY

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 7th day of December, 2017, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this the 7th day of December, 2017, at 1005 a.m.

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

By: Tiffany Brown
Deputy Clerk



MINUTES

On this the 11th day of December, 2017 the Commissioners Court of Jack County, Texas met in Regular session at 10:06 a.m. with the following elected officials present:

John Berry, Commissioner Pct. 1
James L Brock, Commissioner Pct. 2
Henry Birdwell, Jr., Commissioner Pct. 3
Terry Ward, Commissioner Pct. 4
Mitchell G. Davenport, County Judge

FILED FOR RECORD

_____ O'CLOCK _____ M

DEC 18 2017

VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS

PUBLIC FORUM

No members of the public addressed the Court.

BY _____ DEPUTY

PAYMENT OF CLAIMS AND PAYROLL

All claims and payroll were submitted to the Court for approval.

Judge Davenport made a motion to pay all claims submitted. Commissioner Ward seconded and the motion passed unanimously.

CONSENT AGENDA ITEMS

- (a) Approval of Minutes of Meetings for December 4, 2017 and December 7, 2017;
- (b) Approval of performance bonds for Chris Dewayne Reger, Brian Newby, Jack Randall Hunter and Doug Angell as Deputy Sheriff for Jack County;
- (c) Re-appoint Sharon Robinson, County Tax Assessor-Collector to serve as the County's representative on the Jack County Appraisal District;
- (d) Approve execution by County Judge of renewal of Interlocal Agreement with the County of Lubbock regarding the Regional Public Defender for Capital Cases;
- (e) Approve adoption of Memorandum of Understanding/Care Coordination with the Helen Farabee Centers regarding substance abuse services;

Motion was made by Judge Davenport to adopt consent agenda. Motion was seconded by Commissioner Berry and passed unanimously.

TIMED AGENDA

None.

COMMISSIONER PRECINCT OPERATIONS

Nothing new to report.

UPDATE ON COURTHOUSE REPAIR PROJECT 2017

Judge Davenport told Commissioners that Danny Nash is installing the floor in the Tax Office. Cabinets are being built and will be installed, then he will move them back in.

REQUEST BY BUILDING MAINTENANCE OFFICER DANNY NASH REGARDING REPAIRS TO BOILER LINES INTO THE BOILER ROOM AND SEWER LINE (AND OTHER REPAIRS) INVOLVED IN THE BASEMENT WOMEN'S RESTROOM

Danny Nash asked the Commissioner's to consider replacing the sewer lines and the Boiler line which is rotten. He has patched it to the floor. There are pin holes in the pipes in the walls which will eventually cause major issues.

Commissioner Birdwell made a motion to repair the sewer line in the women's restroom downstairs and repair the boiler lines in the service area. Commissioner Brock seconded and the motion carried unanimously.

LEC ROOF REPAIR PROJECT

Nothing new to report.

CTIF GRANT AND FEMA FLOOD GRANT

Judge Davenport informed the Commissioners that he has sent a final letter of closing. Kim Gibby reported that we have received all the money that was billed. She needs direction from Commissioner's as to what to do with the final lease payment. Balloon payment is due January 1, 2018.

No action was taken at this time..

REVIEW OF PROPOSALS RECEIVED FOR ACTION, UNLESS TABLED FOR FURTHER ANALYSIS, FOR OPERATIONS FINANCIAL SOFTWARE AND JUSTICE OF THE PEACE COURT ADMINISTRATION SOFTWARE

A proposal was received from Net Data timely and in the correct format. \$11,500 would come out of the Auditor's budget. Maintenance would be taken from reserves, Justice of the Peace will be taken out of the Tech fund and the remainder will be out of reserves.

Commissioner Birdwell made a motion to accept the bid from Net Data as presented. Commissioner Ward seconded and the motion carried unanimously. (4-0 Commissioner Brock had to leave due to an Emergency Fire call)

UPDATE ON 911 OUTAGE ON NOVEMBER 27, 2017

Judge Davenport and Frank Hefner updated the Commissioner's with information they received regarding the 911 outage. Baylor County picked up Jack and Young County calls while service was out. They are trying to come up with a way to be able to continue communication during outages.

No action was taken.

REVISIT OF FORMAT OF APPROVED CONTRACT WITH MOBIL PHONE OF TEXAS ON RENTAL OF RADIO TOWER SPACE

Judge Davenport reported to Commissioner's that he received a contract which he modified to a 1 year term. Mobil Phone sent it back with the 1 year term with auto renew at the end for up to 3 years.

Commissioner Birdwell made a motion to move forward with the contract but make sure to closely review at renewal time in case we need to change providers. Commissioner Berry seconded and the motion carried unanimously. (4-0)

CONSIDER FORMALIZATION OF POLICY REGARDING EXPRESSIONS OF CONCERN AND SYMPATHY FOR EMPLOYEES AND FAMILY

Judge Davenport told Commissioner's that we currently have an informal policy.

Commissioner Berry made a motion to table item at this time. Commissioner Birdwell seconded and the motion carried unanimously. (4-0)

DEPARTMENT HEADS

County Clerk Vanessa James reported that we will have a public hearing soon regarding County-wide voting.

RATIFICATION OF ACTION PREVIOUSLY APPROVED REGARDING THE SUBSTITUTION OF SECURITIES PLEDGED BY COUNTY DEPOSITORY

No action taken at this time.

FUTURE AGENDA ITEMS

None.

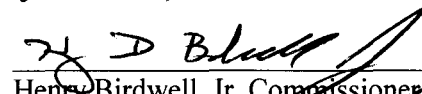
ADJOURNMENT

There being no further business motion was made by Commissioner Birdwell to adjourn.
Commissioner Ward seconded the motion to adjourn and the motion passed unanimously. (4-0)

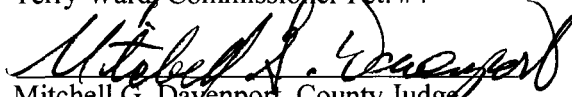
Meeting was adjourned at 12:41 p.m.


John Berry, Commissioner Pct. #1

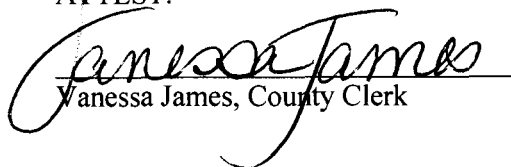

James Brock, Commissioner Pct. #2


Henry Birdwell, Jr, Commissioner Pct. #3


Terry Ward, Commissioner Pct. #4


Mitchell G. Davenport, County Judge

ATTEST:


Vanessa James, County Clerk



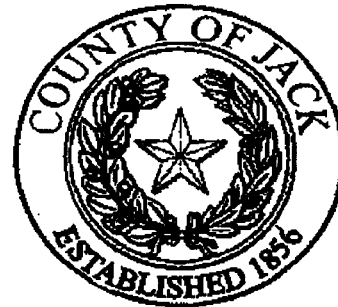
FILED FOR RECORD

_____ O'CLOCK _____ M

THE HON. KIM GIBBY
JACK COUNTY TREASURER

DEC 11 2017

VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS



DATE: DEC. 11, 2017

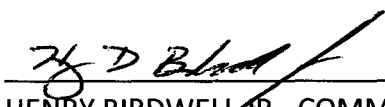
TO: JACK COUNTY COMMISSIONERS COURT _____ DEPUTY
PLEASE REVIEW AND APPROVE THE ATTACHED
INVOICE NUMBERS: 92301-92506


10	Precinct #1	\$	16,076.00
20	Precinct #2	\$	12,109.60
30	Precinct #3	\$	7,656.89
40	Precinct #4	\$	11,156.85
51	R&B Heavy Equipment		
52	CTIF Fund		
70	Law Library	\$	270.00
71	Appellate Judicial System	\$	35.00
72	County Court RTA		
73	District Court RTA		
78	County Clerk RM&P		
79	District Clerk RM&P		
80	Records Preservation		
82	Guardianship Fund		
84	CH Renovation		
85	CH Renovation I&S fund bal		
90	General Fund	\$	80,551.89
92	Dist. & Co. Court Tech		
93	Probate Education		
94	Records Management		
95	Courthouse Security		
96	Justice Court Tech		
98	Interest & Sinking		
99	State Fines & Fees		
		\$	127,856.23

APPROVED THIS 11TH DAY OF DECEMBER, 2017


JOHN R. BERRY, COMMISSIONER, PCT. 1


JAMES BROCK, COMMISSIONER, PCT. 2


HENRY BIRDWELL JR., COMMISSIONER, PCT. 3


TERRY WARD, COMMISSIONER, PCT. 4


MITCHELL G. DAVENPORT, COUNTY JUDGE



Western Surety Company hereby continues in force Bond No. 61192699 briefly described as DEPUTY SHERIFF COUNTY OF JACK

_____,

for CHRIS DEWAYNE REGER

_____, as Principal,

in the sum of \$ TEN THOUSAND AND NO/100 Dollars, for the term beginning November 14, 2017, and ending November 14, 2018, 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.

WESTERN SURETY COMPANY
CHICAGO, ILLINOIS
CONTRACTS, BONDS AND INSURANCE
CORPORATE SEAL

By

Paul T. Brufat, Vice President

_____ O'CLOCK _____ M

DEC 14 2017

THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND. County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

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

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

One DEPUTY SHERIFF COUNTY OF JACK

bond with bond number 61192699

for CHRIS DEWAYNE REGER

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 17 day of August, 2017.

ATTEST

L. Nelson

L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

By

Paul T. Bruflat

Paul T. Bruflat, Vice President

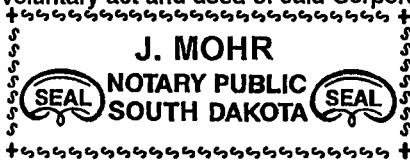
STATE OF SOUTH DAKOTA

COUNTY OF MINNEHAHA

} ss

On this 17 day of August, 2017, before me, a Notary Public, personally appeared
Paul T. Bruflat and L. Nelson

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



My Commission Expires June 23, 2021

J. Mohr

Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F1975-1-2016





Contractors Bonding and Insurance Company
P.O. Box 3967
Peoria, IL 61612-3967
Phone: (309) 692-1000 Fax: (309) 683-1610

CONTINUATION CERTIFICATE

Contractors Bonding and Insurance Company hereby continues in force Bond No. LSM0144413
briefly described as Reserve Deputy Sheriff
bound unto the Jack County Sheriff
on behalf of Brian Alan Newby

Location Name & Address:	Bill To Name & Address: (If different)
<u>Brian Alan Newby</u>	
<u>1618 Turkey Creek Road</u>	
<u>Mineral Wells, TX 76067</u>	

in the sum of \$ 10,000.00 Dollars, for the term beginning December 31, 2017 and
ending December 31, 2018 subject to all the covenants and conditions of the original bond referred to above.

This Continuation Certificate is executed upon the express condition that the Undersigned company's liability under said bond and under this and all Continuation Certificates issued in connection therewith shall not be cumulative and shall not in any event exceed the amount of said bond as hereinbefore set forth.

Dated this 2nd day of October, 2017.

FILED FOR RECORD

 O'CLOCK M

DEC 14 2017

VANESSA JAMES, County Clerk
JACK COUNTY, ILLINOIS



Contractors Bonding and Insurance Company

By B. W. Davis
Barton W. Davis Vice President

BY DEPUTY

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



Western Surety Company

CONTINUATION CERTIFICATE

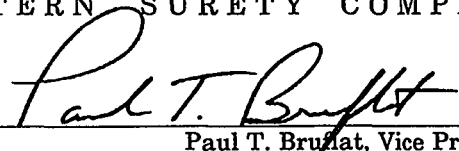
Western Surety Company hereby continues in force Bond No. 71861009 briefly described as DEPUTY SHERIFF JACK COUNTY SHERIFF
,
for JACK RANDALL HUNTER
, as Principal,
in the sum of \$ TEN THOUSAND AND NO/100 Dollars, for the term beginning January 01, 2018, and ending January 01, 2019, subject to all the 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 07 day of September, 2017.

WESTERN SURETY COMPANY

By



Paul T. Bruzlat, Vice President



FILED FOR RECORD

O'CLOCK M

DEC 14 2017

THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.
JACK COUNTY, TEXAS

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

bond with bond number 71861009

for JACK RANDALL HUNTER

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 _____ with the corporate seal affixed this 07 day of September, 2017.

ATTEST

L. Nelson
L. Nelson, Assistant Secretary

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

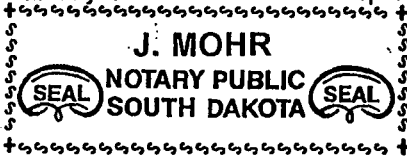
STATE OF SOUTH DAKOTA

COUNTY OF MINNEHAHA

} ss

On this 07 day of September, 2017, before me, a Notary Public, personally appeared
Paul T. Bruflat and L. Nelson

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



My Commission Expires June 23, 2021

J. Mohr

Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F1975-1-2016





Western Surety Company hereby continues in force Bond No. 71860284 briefly described as RESERVE DEPUTY JACK COUNTY

_____ ,

for DOUGLAS G. ANGELL

_____ , as Principal,

in the sum of \$ TEN THOUSAND AND NO/100 Dollars, for the term beginning January 01, 2018, and ending January 01, 2019, 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.

By

Paul T. Bruflat, Vice President

_____ O'CLOCK _____ M

DEC 14 2017

THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.
VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

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 RESERVE DEPUTY JACK COUNTY

bond with bond number 71860284

for DOUGLAS G. ANGELL

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 07 day of September, 2017.

ATTEST

L. Nelson

L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

By

Paul T. Bruflat

Paul T. Bruflat, Vice President

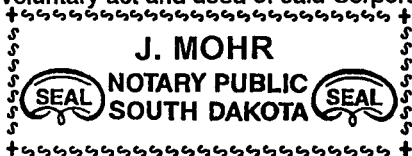
STATE OF SOUTH DAKOTA

COUNTY OF MINNEHAHA

ss

On this 07 day of September, 2017, before me, a Notary Public, personally appeared
Paul T. Bruflat and L. Nelson

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



My Commission Expires June 23, 2021

J. Mohr

Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F1975-1-2016



KATHY R. CONNER, RPA, RTA
CHIEF APPRAISER

Jack County Appraisal District

P.O. BOX 958
210 N. CHURCH STREET
JACKSBORO, TEXAS 76458
(940) 567-6301 / 6302
FAX (940) 567-3640

November 15, 2017

Attn. County Commissioners and Mitchell Davenport
Jack County
100 North Main
Jacksboro, Texas 76458

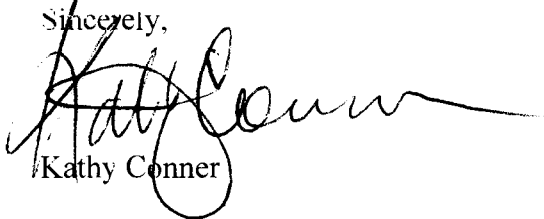
Re: Jack CAD Board of Directors

Dear Taxing Entity:

It is that time of year to replace or renew board member (s) whose terms will expire as of December 31, 2017.

Your current board member, **Sharon Robinson**, has expressed that she would like to serve another two (2) year term on the Board of Directors. Jack County will need to appoint this representative or replace for the 2018-2020 terms. Jack CAD will need a letter appointing a member by January 1, 2018

Sincerely,



Kathy Conner

FILED FOR RECORD

____ O'CLOCK ____ M

AUG 30 2018

VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

DEC 11 2017

INTERLOCAL AGREEMENTVANESSA JAMES, County Clerk
JACK COUNTY, TEXAS

This Interlocal Agreement (the "Agreement") is made by and between **LUBBOCK COUNTY, TEXAS** ("LUBBOCK COUNTY"), a political subdivision of the State of Texas, acting through the Regional Public Defender for Capital Cases (the "PD"), and **JACK COUNTY, TEXAS** ("PARTICIPANT"), a political subdivision of the State of Texas, (also, individually, a "Party" or, collectively, the "Parties"). This Agreement is made pursuant to the Fair Defense Act, Texas Code of Criminal Procedure 26.044(b), and Texas Government Code Chapter 791.

RECITALS

WHEREAS, each Party finds: 1) that the subject of this Agreement is necessary for the benefit of the public; and 2) that it has the legal authority to perform and to provide the government function or service which is the subject matter of this Agreement; and,

WHEREAS, the performance of this Agreement by LUBBOCK COUNTY and PARTICIPANT will be in the common interest of the Parties;

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I
PROGRAM

- 1.01 **Program Purpose and Term.** The Regional Public Defender for Capital Cases (the "PD"), funded proportionately by the Texas Indigent Defense Commission Multi-Year Discretionary Grant Program Funds (the "TIDC"), will provide court-appointed counsel for individuals charged with the offense of capital murder (death-eligible) in the participating counties and who cannot afford to hire their own attorney. Inmates in units of the Texas Department of Criminal Justice within the region who are charged with capital murder will continue to be represented by the State Counsel on Offenders, or by private counsel in the case of a conflict. Capital murder cases filed against inmates in units of the Texas Department of Criminal Justice shall not be counted in the average number of capital murder cases filed in a county.

Participant recognizes that counties from other Administrative Regions are also participating in the program. Each county's participatory costs are based upon funding by the Texas Indigent Defense Commission that is expected to total \$3,000,000 in FY 18 and \$3,000,000 in FY19. Of this total, \$1,550,000 in FY18 and \$1,550,000 in FY19 consist of General Revenue appropriated by the 85th Texas Legislature. The remaining funds of \$1,450,000 in FY18 and \$1,450,000 in FY19 consist of Sustainability Grant Funds from the Texas Indigent Defense Commission ("TIDC"). It is possible that the TIDC may consider additional funding mechanisms during Fiscal Years 2018 and 2019; however, the TIDC funding is not anticipated to be less than detailed above. The remaining portion of the program's budget is cost-sharing commensurate with all eligible counties' applicable inclusion in the program.

In order to provide sustainable funding for the PD and a fund balance for emergency situations, participating counties will contribute (with a minimum contribution of \$1,000 per county) per the detailed county allocation schedule marked as Attachment 1 and incorporated herein for all purposes. Based upon this cost-sharing approach, participating counties shall provide the remaining operating costs based upon a formula taking into account the population of the county as a percentage of the whole of the 177 participating counties (50%) and the average number of capital murder cases filed between 2003 and 2013 as a percentage of the 177 participating counties (50%).

The Interlocal Agreements shall become effective October 1, 2017, and continue through September 30, 2018. Thereafter, the agreements shall renew automatically each October 1st for a successive one-year term through September 30, 2019, unless terminated under this agreement.

- 1.02 **Judges Authorized to Appoint PD.** The District Courts in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, 8th and 9th Administrative Judicial Regions in eligible counties may participate in the Program. The Program allows the Honorable Judge(s) of the Judicial District having jurisdiction within PARTICIPANT's geographic boundaries to appoint the PD for the trial defense of death-eligible capital murder cases. In the event of a conflict of interest among defendants or a legal liability for the PD to accept appointment, the trial court shall appoint an attorney or attorneys other than the PD at the PARTICIPANT's expense.
- 1.03 **Duties and Responsibilities of the PD.** The PD will represent defendants at the trial or re-trial phase only. All decisions pertaining to the presentation of the case will be at the sole discretion of the PD. The PD will at all times be guided by and comply with his or her duties as a licensed attorney in the State of Texas and the Texas Disciplinary Rules of Professional Conduct in making these determinations.
- 1.04 **Program Analysis.** At least quarterly throughout the period of the grant and at the end of the grant year, the PD will prepare an analysis of the Program, as well as an estimated cost for PARTICIPANT's continued participation after all grant funds are expended. The analysis will consist of a fiscal analysis and an analysis of the effectiveness of the PD in meeting pre-established goals and objectives. The PD will provide copies of the analysis to PARTICIPANT's Commissioners Court and to the Honorable Judges identified of the Participating Administrative Judicial Regions. PARTICIPANT shall have three months from the date the cost analysis is provided to the Commissioners Courts to consider the analysis and determine whether participant will continue to participate in the Program. If PARTICIPANT requests to continue participating in the Program, a new interlocal agreement as to funding and the funding cycle will be necessary.
- 1.05 **Data for the Analysis.** As consideration for its participation in the Program, PARTICIPANT agrees to provide the PD information as needed to conduct the analysis, including the current payment schedule for court-appointed counsel on capital murder cases and the previous five fiscal years' data on the amount PARTICIPANT paid for appointed counsel on capital murder cases, if available.

- 1.06 **Additional Experts.** PARTICIPANT will continue to incur the expense of additional experts as approved by the local court.
- 1.07 **Fact Investigators and Mitigation Specialists.** The PD will provide a fact investigator and mitigation specialist to cases assigned to the PD office.
- 1.08 **No other Costs Incurred.** Neither the TIDC nor the PD will assume any additional costs associated with representation of indigent defendants. Costs of interpreters or any other collateral cost must be absorbed by PARTICIPANT.

ARTICLE II
OTHER TERMS AND CONDITIONS

- 2.01 **Notice and Addresses.** Unless otherwise specifically provided herein, all notices, reports, and invoices required under this Agreement shall be given in writing by certified or registered mail, addressed to the proper Party, at the following address:

If to LUBBOCK COUNTY:

Honorable Tom V. Head
County Judge
Lubbock County
PO Box 10536
Lubbock, Texas 79408

And:

Edward Ray Keith Jr.
Chief Public Defender
Regional Public Defender for Capital Cases
P O Box 2097
Lubbock, Texas 79408

If to PARTICIPANT:

Honorable Mitchell G. Davenport
County Judge
Jack County
County Judge's Office
Jacksboro, Texas 76458

- 2.02 **No Partnership.** Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
- 2.03 **Waiver.** The failure of any Party to insist upon the performance of any terms or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.
- 2.04 **Benefit of the Parties.** The terms and conditions of this Agreement are solely for the benefit of the Parties and are not intended to create any rights, contractual or otherwise, for any other person or entity.
- 2.05 **Force Majeure.** If the performance of any obligation under this Agreement is delayed by something reasonably beyond the control of the Party obligated to perform ("Force Majeure"), that Party shall be excused from performing the obligation during that period, so that the time period applicable to the performance shall be extended for a period of time equal to the period that Party was delayed due to the event of Force Majeure.
- 2.06 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.
- 2.07 **Prior Agreements Superseded.** This Agreement constitutes the only agreement of the Parties and supersedes any prior understanding or written or oral agreements between the Parties respecting the within subject matter.
- 2.08 **Amendments.** In order to be binding, an amendment to this Agreement must be in writing, dated subsequent to the date of this Agreement, and executed by the Parties.
- 2.09 **Withdrawal by Party.**
- (a) **Voluntary Withdrawal.** Voluntary withdrawal by PARTICIPANT from the Agreement shall occur upon the affirmative decision by PARTICIPANT's Commissioners Court to withdraw from the Agreement and the withdrawing PARTICIPANT giving at least one hundred and eighty (180) calendar days' notice in writing to LUBBOCK COUNTY and the PD. The effective date of voluntary withdrawal shall be one hundred and eighty (180) calendar days after the withdrawing Participant gives written notice to LUBBOCK COUNTY.
- (b) **Involuntary Withdrawal.** PARTICIPANT shall be deemed to have involuntarily withdrawn from the Agreement upon the failure by the PARTICIPANT to pay any cost-sharing payment by the due date, as provided in a notice to the PARTICIPANT.

PARTICIPANT shall be given thirty (30) days written notice of non-payment by LUBBOCK COUNTY and shall not be deemed to be in default until the expiration of thirty (30) days after receipt of the written notice.

(c) In the event that PARTICIPANT withdraws under (a) or (b) and the PD is representing an individual or individuals after having been appointed by a court in PARTICIPANT'S county, beginning on the effective date of the withdrawal, PARTICIPANT shall be responsible for timely payment of \$150.00 per hour for the first chair attorney, \$125.00 per hour for the second chair attorney, \$60.00 per hour for the mitigation specialist and \$50.00 per hour for the investigator. Additionally, PARTICIPANT shall also timely pay upon receipt and documentation all investigative costs incurred by the PD including but not limited to travel, lodging, meals and records collection.

SIGNED AND EXECUTED this 11th day of December, 2017.

COUNTY OF LUBBOCK

COUNTY OF JACK

Thomas V. Head
Honorable Thomas V. Head
County Judge 3-19-18

Mitchell G. Davenport
Honorable Mitchell G. Davenport
County Judge

ATTEST:

ATTEST:

Kelly Pinion
Honorable Kelly Pinion
Lubbock County Clerk

Janessa James
Jack County Clerk



APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

Edward Ray Keith Jr.
Edward Ray Keith Jr.
Chief Public Defender
Regional Public Defender
for Capital Cases

REVIEWED FOR FORM:

REVIEWED FOR FORM:

A handwritten signature in black ink, appearing to read "R. Neal Burt", written over a horizontal line.

R. Neal Burt

Civil Division Chief

Criminal District Attorney's Office

Lubbock County

County	2010 Pop	%Total Pop	Avg cases per yr	%Total Cases	FY18 Cost per County	FY19 Cost per County
Anderson	58,458	0.66%	0.9	0.69%	\$31,428.00	\$31,428.00
Andrews	14,786	0.17%	0.4	0.31%	\$11,243.00	\$11,243.00
Angelina	86,771	0.97%	1.3	0.99%	\$46,580.00	\$46,580.00
Aransas	23,158	0.26%	0.2	0.15%	\$9,671.00	\$9,671.00
Archer	9,054	0.10%	0.0	0.00%	\$2,348.00	\$2,348.00
Armstrong	1,901	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Atascosa	44,911	0.50%	0.6	0.46%	\$22,760.00	\$22,760.00
Austin	28,417	0.32%	0.9	0.69%	\$24,037.00	\$24,037.00
Bailey	7,165	0.08%	0.6	0.46%	\$12,970.00	\$12,970.00
Bandera	20,485	0.23%	0.1	0.08%	\$7,165.00	\$7,165.00
Bastrop	74,171	0.83%	0.5	0.38%	\$28,138.00	\$28,138.00
Baylor	3,726	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Bee	31,861	0.36%	1.6	1.22%	\$37,153.00	\$37,153.00
Bell	310,235	3.48%	6	4.58%	\$191,578.00	\$191,578.00
Blanco	10,497	0.12%	0.2	0.15%	\$6,426.00	\$6,426.00
Borden	641	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Bosque	18,212	0.20%	0.3	0.23%	\$10,279.00	\$10,279.00
Bowie	92,565	1.04%	2.9	2.21%	\$75,048.00	\$75,048.00
Brazoria	313,166	3.52%	1.2	0.92%	\$98,105.00	\$98,105.00
Brazos	194,851	2.19%	2.7	2.06%	\$96,652.00	\$96,652.00
Brewster	9,232	0.10%	0	0.00%	\$2,395.00	\$2,395.00
Briscoe	1,637	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Brooks	7,223	0.08%	0	0.00%	\$1,871.00	\$1,871.00
Brown	38,106	0.43%	1.9	1.45%	\$45,069.00	\$45,069.00
Burleson	17,187	0.19%	0.5	0.38%	\$13,717.00	\$13,717.00
Burnet	42,750	0.48%	0.1	0.08%	\$12,940.00	\$12,940.00
Caldwell	38,066	0.43%	0.1	0.08%	\$11,725.00	\$11,725.00
Calhoun	21,381	0.24%	0.3	0.23%	\$11,101.00	\$11,101.00
Callahan	13,544	0.15%	0.1	0.08%	\$5,352.00	\$5,352.00
Camp	12,401	0.14%	0	0.00%	\$3,216.00	\$3,216.00
Carson	6,182	0.07%	0	0.00%	\$1,603.00	\$1,603.00
Cass	30,464	0.34%	0.5	0.38%	\$17,161.00	\$17,161.00
Castro	8,062	0.09%	0	0.00%	\$2,091.00	\$2,091.00
Chambers	35,096	0.39%	0.2	0.15%	\$12,807.00	\$12,807.00
Cherokee	50,845	0.57%	0.4	0.31%	\$20,414.00	\$20,414.00
Childress	7,041	0.08%	0	0.00%	\$1,826.00	\$1,826.00
Clay	10,752	0.12%	0.3	0.23%	\$8,344.00	\$8,344.00
Cochran	3,127	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Coke	3,320	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Coleman	8,895	0.10%	0.1	0.08%	\$4,159.00	\$4,159.00
Collingsworth	3,057	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Colorado	20,874	0.23%	0.1	0.08%	\$7,266.00	\$7,266.00
Comal	108,472	1.22%	0.4	0.31%	\$34,879.00	\$34,879.00
Comanche	13,974	0.16%	0.2	0.15%	\$7,307.00	\$7,307.00
Concho	4,087	0.05%	0	0.00%	\$1,060.00	\$1,060.00
Cooke	38,437	0.43%	0.9	0.69%	\$26,338.00	\$26,338.00

Coryell	75,388	0.85%	0.8	0.61%	\$34,368.00	\$34,368.00
Cottle	1,505	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Crane	4,375	0.05%	0.1	0.08%	\$2,987.00	\$2,987.00
Crockett	3,719	0.04%	0.1	0.08%	\$2,816.00	\$2,816.00
Crosby	6,059	0.07%	0.1	0.08%	\$3,423.00	\$3,423.00
Culberson	2,398	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Dallam	6,703	0.08%	0	0.00%	\$1,739.00	\$1,739.00
Dawson	13,833	0.16%	0	0.00%	\$3,588.00	\$3,588.00
De Witt	20,097	0.23%	0	0.00%	\$5,213.00	\$5,213.00
Deaf Smith	19,372	0.22%	0.1	0.08%	\$6,876.00	\$6,876.00
Delta	5,231	0.06%	0.1	0.08%	\$3,204.00	\$3,204.00
Dickens	2,444	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Dimmit	9,996	0.11%	0.1	0.08%	\$4,445.00	\$4,445.00
Donley	3,677	0.04%	0.1	0.08%	\$2,806.00	\$2,806.00
Duval	11,782	0.13%	0	0.00%	\$3,056.00	\$3,056.00
Eastland	18,583	0.21%	0.1	0.08%	\$6,672.00	\$6,672.00
Ector	137,130	1.54%	3.8	2.90%	\$105,938.00	\$105,938.00
Edwards	2,002	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Ellis	149,610	1.68%	1	0.76%	\$57,323.00	\$57,323.00
Erath	37,890	0.43%	1.2	0.92%	\$31,585.00	\$31,585.00
Falls	17,866	0.20%	0.8	0.61%	\$19,449.00	\$19,449.00
Fannin	33,915	0.38%	0.5	0.38%	\$18,056.00	\$18,056.00
Fayette	24,554	0.28%	0	0.00%	\$6,336.00	\$6,336.00
Fisher	3,974	0.04%	0	0.00%	\$1,031.00	\$1,031.00
Floyd	6,446	0.07%	0	0.00%	\$1,672.00	\$1,672.00
Foard	1,336	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Franklin	10,605	0.12%	0.6	0.46%	\$13,862.00	\$13,862.00
Freestone	19,816	0.22%	0.2	0.15%	\$8,843.00	\$8,843.00
Frio	17,217	0.19%	0.4	0.31%	\$11,873.00	\$11,873.00
Gaines	17,526	0.20%	0.8	0.61%	\$19,361.00	\$19,361.00
Galveston	291,309	3.27%	3.1	2.37%	\$132,965.00	\$132,965.00
Garza	6,461	0.07%	0	0.00%	\$1,676.00	\$1,676.00
Gillespie	24,837	0.28%	0	0.00%	\$6,442.00	\$6,442.00
Glasscock	1,226	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Goliad	7,210	0.08%	0.1	0.08%	\$3,722.00	\$3,722.00
Gonzales	19,807	0.22%	0.7	0.53%	\$17,946.00	\$17,946.00
Gray	22,535	0.25%	0.8	0.61%	\$20,660.00	\$20,660.00
Grayson	120,877	1.36%	1.9	1.45%	\$66,538.00	\$66,538.00
Gregg	121,730	1.37%	2	1.53%	\$66,767.00	\$66,767.00
Grimes	26,604	0.30%	0.2	0.15%	\$10,604.00	\$10,604.00
Guadalupe	131,533	1.48%	1.3	0.99%	\$56,829.00	\$56,829.00
Hale	36,273	0.41%	0.5	0.38%	\$18,668.00	\$18,668.00
Hall	3,353	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Hamilton	8,517	0.10%	0	0.00%	\$2,209.00	\$2,209.00
Hansford	5,613	0.06%	0.1	0.08%	\$3,308.00	\$3,308.00
Hardeman	4,139	0.05%	0	0.00%	\$1,074.00	\$1,074.00
Hardin	54,635	0.61%	0.7	0.53%	\$27,134.00	\$27,134.00
Harrison	65,631	0.74%	2.8	2.14%	\$66,581.00	\$66,581.00

Hartley	6,062	0.07%	0	0.00%	\$1,572.00	\$1,572.00
Haskell	5,899	0.07%	0	0.00%	\$1,528.00	\$1,528.00
Hays	157,107	1.76%	0.9	0.69%	\$55,910.00	\$55,910.00
Hemphill	3,807	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Henderson	78,532	0.88%	0.7	0.53%	\$32,872.00	\$32,872.00
Hill	35,089	0.39%	0.5	0.38%	\$18,360.00	\$18,360.00
Hockley	22,935	0.26%	0	0.00%	\$5,949.00	\$5,949.00
Hood	51,182	0.57%	0.6	0.46%	\$24,386.00	\$24,386.00
Hopkins	35,161	0.39%	0.4	0.31%	\$16,527.00	\$16,527.00
Houston	23,732	0.27%	0.4	0.31%	\$13,489.00	\$13,489.00
Howard	35,012	0.39%	0	0.00%	\$9,081.00	\$9,081.00
Hudspeth	3,476	0.04%	0.25	0.19%	\$5,513.00	\$5,513.00
Hunt	86,129	0.97%	2.8	2.14%	\$74,191.00	\$74,191.00
Hutchinson	22,150	0.25%	0.3	0.23%	\$11,301.00	\$11,301.00
Irion	1,599	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Jack	9,044	0.10%	0	0.00%	\$2,346.00	\$2,346.00
Jackson	14,075	0.16%	0.3	0.23%	\$9,171.00	\$9,171.00
Jasper	35,710	0.40%	1.5	1.14%	\$36,368.00	\$36,368.00
Jeff Davis	2,342	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Jefferson	252,273	2.83%	4.1	3.13%	\$133,756.00	\$133,756.00
Jim Hogg	5,300	0.06%	0	0.00%	\$1,375.00	\$1,375.00
Jim Wells	40,838	0.46%	1.8	1.37%	\$42,971.00	\$42,971.00
Johnson	150,934	1.69%	1	0.76%	\$56,208.00	\$56,208.00
Jones	20,202	0.23%	1.1	0.84%	\$25,262.00	\$25,262.00
Karnes	14,824	0.17%	0	0.00%	\$3,845.00	\$3,845.00
Kaufman	103,350	1.16%	2.1	1.60%	\$65,695.00	\$65,695.00
Kendall	33,410	0.38%	0.2	0.15%	\$12,369.00	\$12,369.00
Kenedy	416	0.00%	0	0.00%	\$1,000.00	\$1,000.00
Kent	808	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Kerr	49,625	0.56%	0.3	0.23%	\$18,427.00	\$18,427.00
Kimble	4,607	0.05%	0.2	0.15%	\$4,899.00	\$4,899.00
King	286	0.00%	0	0.00%	\$1,000.00	\$1,000.00
Kinney	3,598	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Kleberg	32,061	0.36%	0.7	0.53%	\$21,091.00	\$21,091.00
Knox	3,719	0.04%	0	0.00%	\$1,000.00	\$1,000.00
La Salle	6,886	0.08%	0.3	0.23%	\$7,314.00	\$7,314.00
Lamar	49,793	0.56%	1.9	1.45%	\$47,005.00	\$47,005.00
Lamb	13,977	0.16%	0.1	0.08%	\$5,477.00	\$5,477.00
Lampasas	19,677	0.22%	0.4	0.31%	\$12,447.00	\$12,447.00
Lavaca	19,263	0.22%	0.5	0.38%	\$14,168.00	\$14,168.00
Lee	16,612	0.19%	0.1	0.08%	\$6,161.00	\$6,161.00
Leon	16,801	0.19%	0.1	0.08%	\$6,210.00	\$6,210.00
Liberty	75,643	0.85%	1.7	1.30%	\$50,025.00	\$50,025.00
Limestone	23,384	0.26%	0.9	0.69%	\$22,732.00	\$22,732.00
Lipscomb	3,302	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Live Oak	11,531	0.13%	0	0.00%	\$2,991.00	\$2,991.00
Llano	19,301	0.22%	0	0.00%	\$5,006.00	\$5,006.00
Loving	82	0.00%	0	0.00%	\$1,000.00	\$1,000.00

Lubbock	278,831	3.13%	3	2.29%	\$127,877.00	\$127,877.00
Lynn	5,915	0.07%	0	0.00%	\$1,534.00	\$1,534.00
Madison	13,664	0.15%	0.8	0.61%	\$18,359.00	\$18,359.00
Marion	10,546	0.12%	0.1	0.08%	\$4,578.00	\$4,578.00
Martin	4,799	0.05%	0	0.00%	\$1,245.00	\$1,245.00
Mason	4,012	0.05%	0	0.00%	\$1,041.00	\$1,041.00
Matagorda	36,702	0.41%	1.1	0.84%	\$29,890.00	\$29,890.00
Maverick	54,258	0.61%	0	0.00%	\$13,916.00	\$13,916.00
McCulloch	8,283	0.09%	0	0.00%	\$2,148.00	\$2,148.00
McLennan	234,906	2.64%	3.7	2.82%	\$123,055.00	\$123,055.00
McMullen	707	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Medina	46,006	0.52%	0.7	0.53%	\$24,896.00	\$24,896.00
Menard	2,242	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Midland	136,872	1.54%	1	0.76%	\$54,020.00	\$54,020.00
Milam	24,757	0.28%	0.4	0.31%	\$13,829.00	\$13,829.00
Mills	4,936	0.06%	0	0.00%	\$1,280.00	\$1,280.00
Mitchell	9,403	0.11%	0	0.00%	\$2,439.00	\$2,439.00
Montague	19,719	0.22%	0.8	0.61%	\$19,929.00	\$19,929.00
Moore	21,904	0.25%	0.3	0.23%	\$11,237.00	\$11,237.00
Morris	12,934	0.15%	0.2	0.15%	\$7,058.00	\$7,058.00
Motley	1,210	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Nacogdoches	64,524	0.72%	1.7	1.30%	\$47,223.00	\$47,223.00
Navarro	47,735	0.54%	0.6	0.46%	\$23,492.00	\$23,492.00
Newton	14,445	0.16%	0.2	0.15%	\$7,450.00	\$7,450.00
Nolan	15,216	0.17%	0.2	0.15%	\$7,627.00	\$7,627.00
Ochiltree	10,223	0.11%	0	0.00%	\$2,652.00	\$2,652.00
Oldham	2,052	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Orange	81,837	0.92%	0.7	0.53%	\$33,702.00	\$33,702.00
Palo Pinto	28,111	0.32%	0.9	0.69%	\$23,696.00	\$23,696.00
Panola	23,796	0.27%	0.2	0.15%	\$9,834.00	\$9,834.00
Parker	116,927	1.31%	0.6	0.46%	\$41,439.00	\$41,439.00
Parmer	10,269	0.12%	0	0.00%	\$2,664.00	\$2,664.00
Pecos	15,507	0.17%	0.5	0.38%	\$13,281.00	\$13,281.00
Polk	45,413	0.51%	1.6	1.22%	\$41,409.00	\$41,409.00
Potter	121,073	1.36%	1.6	1.22%	\$61,033.00	\$61,033.00
Presidio	7,818	0.09%	0	0.00%	\$2,028.00	\$2,028.00
Rains	10,914	0.12%	0.6	0.46%	\$13,942.00	\$13,942.00
Randall	120,725	1.36%	1.6	1.22%	\$60,943.00	\$60,943.00
Reagan	3,367	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Real	3,309	0.04%	0.1	0.08%	\$2,710.00	\$2,710.00
Red River	12,860	0.14%	0.5	0.38%	\$12,595.00	\$12,595.00
Reeves	13,783	0.15%	0.1	0.08%	\$5,427.00	\$5,427.00
Refugio	7,383	0.08%	0	0.00%	\$1,915.00	\$1,915.00
Roberts	929	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Robertson	16,622	0.19%	0.7	0.53%	\$17,126.00	\$17,126.00
Rockwall	78,337	0.88%	0.3	0.23%	\$25,525.00	\$25,525.00
Runnels	10,501	0.12%	0	0.00%	\$2,724.00	\$2,724.00
Rusk	53,330	0.60%	2	1.53%	\$49,652.00	\$49,652.00

Sabine	10,834	0.12%	0.4	0.31%	\$10,217.00	\$10,217.00
San Augustine	8,865	0.10%	1	0.76%	\$20,543.00	\$20,543.00
San Jacinto	26,384	0.30%	1.1	0.84%	\$26,850.00	\$26,850.00
San Patricio	64,804	0.73%	0.3	0.23%	\$22,116.00	\$22,116.00
San Saba	6,131	0.07%	0.7	0.53%	\$14,553.00	\$14,553.00
Schleicher	3,461	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Scurry	16,921	0.19%	0.2	0.15%	\$8,066.00	\$8,066.00
Shackelford	3,378	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Shelby	25,448	0.29%	0.9	0.69%	\$23,013.00	\$23,013.00
Sherman	3,034	0.03%	0.1	0.08%	\$2,639.00	\$2,639.00
Smith	209,714	2.35%	3.8	2.90%	\$118,746.00	\$118,746.00
Somervell	8,490	0.10%	0	0.00%	\$2,202.00	\$2,202.00
Starr	60,968	0.68%	1.5	1.14%	\$42,790.00	\$42,790.00
Stephens	9,630	0.11%	0	0.00%	\$2,498.00	\$2,498.00
Sterling	1,143	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Stonewall	1,490	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Sutton	4,128	0.05%	0.2	0.15%	\$4,774.00	\$4,774.00
Swisher	7,854	0.09%	0.2	0.15%	\$5,741.00	\$5,741.00
Taylor	131,506	1.48%	1.1	0.84%	\$54,480.00	\$54,480.00
Terrell	984	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Terry	12,651	0.14%	0.1	0.08%	\$5,133.00	\$5,133.00
Throckmorton	1,641	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Titus	32,334	0.36%	0.1	0.08%	\$10,180.00	\$10,180.00
Tom Green	110,224	1.24%	0.2	0.15%	\$32,293.00	\$32,293.00
Trinity	14,585	0.16%	0	0.00%	\$3,772.00	\$3,772.00
Tyler	21,766	0.24%	0.5	0.38%	\$14,905.00	\$14,905.00
Upshur	39,309	0.44%	0.9	0.69%	\$26,561.00	\$26,561.00
Upton	3,355	0.04%	0.1	0.08%	\$2,722.00	\$2,722.00
Uvalde	26,405	0.30%	0.4	0.31%	\$14,256.00	\$14,256.00
Val Verde	48,879	0.55%	0.4	0.31%	\$20,085.00	\$20,085.00
Van Zandt	52,579	0.59%	0.7	0.53%	\$26,601.00	\$26,601.00
Victoria	86,793	0.97%	2.4	1.83%	\$65,032.00	\$65,032.00
Walker	67,861	0.76%	0.2	0.15%	\$21,305.00	\$21,305.00
Waller	43,205	0.49%	0.9	0.69%	\$27,873.00	\$27,873.00
Ward	10,658	0.12%	0.1	0.08%	\$4,616.00	\$4,616.00
Washington	33,718	0.38%	0.2	0.15%	\$12,449.00	\$12,449.00
Webb	250,304	2.81%	1.2	0.92%	\$83,551.00	\$83,551.00
Wharton	41,280	0.46%	1.6	1.22%	\$40,337.00	\$40,337.00
Wheeler	5,410	0.06%	0.1	0.08%	\$3,255.00	\$3,255.00
Wichita	131,500	1.48%	1.7	1.30%	\$63,910.00	\$63,910.00
Wilbarger	13,535	0.15%	0.5	0.38%	\$12,770.00	\$12,770.00
Willacy	22,134	0.25%	1.6	1.22%	\$35,371.00	\$35,371.00
Wilson	42,918	0.48%	0	0.00%	\$11,132.00	\$11,132.00
Winkler	7,110	0.08%	0	0.00%	\$1,844.00	\$1,844.00
Wise	59,127	0.66%	0.5	0.38%	\$24,595.00	\$24,595.00
Wood	41,964	0.47%	0.3	0.23%	\$16,321.00	\$16,321.00
Yoakum	7,879	0.09%	0	0.00%	\$2,044.00	\$2,044.00
Young	18,550	0.21%	0.2	0.15%	\$8,515.00	\$8,515.00

Zapata	14,018	0.16%	0.1	0.08%	\$5,488.00	\$5,488.00
Zavala	11,677	0.13%	0	0.00%	\$3,029.00	\$3,029.00

____ O'CLOCK ____ M

SEP 21 2018

VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

LICENSE AGREEMENT

THE STATE OF TEXAS
COUNTY OF HOPKINS

This agreement is made and entered into on this the 1st day of November, 2017, by and between NET Data (hereinafter referred to as "Licensor"), with its principal place of business in Sulphur Springs, Texas and Jack County (hereinafter referred to as "Licensee"), with its principal place of business in Jacksboro, Texas.

RECITALS

A. Licensor has developed certain computer programs and operating manuals, known collectively as

ICON - Justice of the Peace Case Management

Real Vision Imaging (RVI) for ICON

Internet Access (IRA)

i-Ticket – Texas Department of Public Safety Interface

NETD Online Financial Management

Real Vision Imaging (RVI) for Financial Management

hereinafter called "System". "System" shall also include all hardware purchased under this agreement as specified in attachment A. System is for use in Licensee's County Financial offices and Justice of the Peace offices.

B. Licensee desires to use the System as an end user.

WITNESSETH

1. LICENSE. Licensor hereby grants and Licensee hereby accepts upon the terms and conditions set forth herein, a nonexclusive, nontransferable, non-assignable license to use System for Licensee only.
2. TERM. This agreement shall be in effect for a period of one (1) year from the date it is signed and shall renew automatically on an annual basis with the billing and subsequent remittance of an annual renewal / software maintenance fee.

3. USE OF THE SYSTEM

- a) The license granted under this agreement authorizes employees of Licensee to use the System as required to assist in the performance of job responsibilities. For the purpose of this agreement "use" includes Licensee's copying any portion of the System for Licensee's sole use, including instructions or data from storage units or media as may be deemed necessary for backup purposes.
- b) Licensee agrees that its rights to use System are nonexclusive and that Licensor may license others to use said the System.
- c) Because of compatibility requirements, Licensee acknowledges that the System is intended for use in conjunction with the IBM Server Computer. Licensor does not warrant its use in conjunction with any other physical equipment.
- d) Licensee acknowledges that System, and all portions or aspects thereof, expressly including all ideas and expression of System are confidential and proprietary information. Licensee agrees that it will not provide or make available to third parties the System or any part thereof, including use of System, any physical embodiment of System or any materials supplied by Licensor in connection with System. As hereinafter provided, Licensee shall take all steps necessary to protect the confidentiality of System and the proprietary rights of Licensor.
- e) Licensee acknowledges that it has examined System and that it is adaptable to Licensee's intended purpose. Licensor does not warrant the adaptability of System to Licensee's intended purpose.
- f) Except as required for Licensee's own use, Licensee shall not copy or duplicate, in whole or in part, the System or any part thereof. Licensee may copy any user manuals or programs provided by Licensor in such quantities as may be reasonably required for operations of System within the scope of the agreement.
- g) Licensee shall keep System and any and all electronic copies and physical embodiments thereof at a secure location. Licensee will limit access to all of the same to those of its employees who must have such access in order to enable Licensee to use the System, and will store the same in a secure place while it is not being so used, and will take such other precautions as are reasonably necessary to prevent access thereto by persons not authorized by the terms of this agreement to have such access.
- h) Licensee shall notify Licensor of the circumstances known to Licensee surrounding any unauthorized possession, use or knowledge of System, or any part thereof, or any physical embodiment thereof, or material in connection therewith, which is supplied to Licensee hereunder.

4. MODIFICATION OF SYSTEM. Licensee may not modify System. Licensor agrees to modify System as required to:

- a) Correct any errors found in System.
- b) Bring the System into compliance with new legislation.
- c) Provide Licensee with enhancements to System.

5. **ADDITIONAL RESPONSIBILITIES OF LICENSEE.** Licensee shall be exclusively responsible for the supervision, management and control of its use of System, including but not limited to:
 - a) Assuring proper machine configuration and operating methods.
 - b) Establishing adequate backup plans based on alternate procedures and/or based on access to qualified programming personnel to diagnose, patch and repair System defects in the event of System malfunction.
 - c) Implementing sufficient procedures and checkpoints to satisfy its requirements for security and accuracy of input and output as well as restart and recovery in the event of malfunction.
6. **ADDITIONAL RESPONSIBILITIES OF LICENSOR.** Licensor agrees to provide 1-800 telephone support to assist employees of Licensee with problem resolution.
7. **RISK OF LOSS.** If System is lost or damaged while this contract is in effect, Licensor agrees to replace System at no charge to Licensee provided that Licensee is in good standing with Licensor at the time of the loss.
8. **LIMITED WARRANTY.**
 - a) Licensor warrants that System will conform to the computer programs and manuals presently in use by other local governments who have purchased System from Licensor.
 - b) Licensor warrants that it has the right to confer the license of System.
 - c) THE FORGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
 - d) Licensor's liability for damages, regardless of the type of action, shall not exceed the price paid by Licensee for System.
 - e) IN NO EVENT WILL LICENSOR BE LIABLE FOR CONSEQUENTIAL DAMAGES EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
 - f) Licensee shall be fully and exclusively responsible for the accuracy of information obtained from use the System and the use of such information.
9. **TERMINATION.** In the event Licensee shall abandon the use of System ("abandon" defined as the voluntary failure to use System for ninety days or more), this agreement shall automatically terminate. Licensee shall forthwith notify Licensor of such abandonment. Licensor may terminate this

agreement if Licensee fails to comply with the terms and conditions herein. Upon termination of this agreement, Licensee agrees to destroy System along with any and all copies and materials associated with said System.

10. CONSIDERATION. The price of System shall be \$105,850 (See attachment A.) This includes on-site training and data conversion. Payment in the amount of \$100,850 shall be invoiced and due within sixty (60) days of project initiation. The remaining \$5,000 shall be invoiced and due within thirty (30) days after delinquent fees and fines have been increased by \$5,000. An annual software maintenance and support fee shall be paid within thirty (30) days of installation completion. The initial year charge for software maintenance will be \$18,000. This shall be renewed annually with subsequent renewals at the discretion of Licenser.
11. VENUE. Licensee expressly acknowledges that in the event any legal action is brought involving any circumstances arising out of the contractual relationship created by this agreement, such litigation must be brought in Hopkins County.
12. ENTIRE AGREEMENT. This agreement sets forth the entire agreement between parties with respect to the subject matter hereof, and all oral or written representations, warranties, agreements and/or inducements relating to the agreement and/or its subject matter, prior to the execution hereof, have been included herein, or to the extent not so included, shall be deemed fully performed and discharged or deliberately omitted. No provision hereof may be waived, modified or superseded, except in writing signed by the parties hereto.

NET Data

Jack County

By: 

NET Data

By: 

County Judge

SUPPLEMENTAL AGREEMENT

THE STATE OF TEXAS
COUNTY OF HOPKINS

This agreement is made and entered into on this the 1st day of November, 2017, by and between NET Data (hereinafter referred to as "Seller"), with its principal place of business in Sulphur Springs, Texas and Jack County (hereinafter referred to as "Buyer"), with its principal place of business in Jacksboro, Texas.

1. COMPUTER HARDWARE.

- A) Buyer agrees to purchase from Seller the computer hardware as described in the attachment A and detailed in the "Jack County Server Quote".
- B) Buyer acknowledges that Seller is not the manufacturer of said products and is subsequently not responsible for warranties or service requirements that may be associated with the products.
- C) It is agreed that Seller reserves title to those products until such time as Buyer remits payment in full. Title to products shall pass to Buyer at that time.

2. DATA CONVERSION.

- A) Buyer agrees to purchase from Seller, data conversion services as described in the attachment A.
- B) Buyer agrees to provide Seller with data from its previous software System in an industry standard format deemed usable by Seller.
- C) Seller agrees to make every reasonable effort to convert the existing data from the previous software System into a form that is acceptable to Buyer.
- D) Parties agree that data conversion is not an exact science and that there are many factors outside the control of either party that may affect the ultimate outcome of the conversion. Both Buyer and Seller agree to make their best effort to insure an outcome acceptable to both parties.

3. TRAINING.

- A) Buyer agrees to purchase from Seller, training time to educate employees of Buyer in the use of application software licensed on this date as described in the attachment A.

NET Data

By: 

Jack County

By: 

County Judge

Attachment A			
Project Development Cost			
	Description	Unit Cost	Total Cost
	Financial Software License Fee		20,000
	Real Vision Imaging for Financial		12,500
	Internet Records Access		0
	ICON JP Case Management		5,000
	Real Vision Imaging for ICON		0
	Pace Credit Card Interface		0
	GHS Collection Interface		0
	TOTAL:		\$37,500
Project Implementation Cost			
	Description	Unit Cost	Total Cost
	Project Management		0
	Business Analysis, Design and System Configuration		0
	Financial Data Conversion & Validation Services		6,000
	JP Data Conversion & Validation Services		5,000
	User Acceptance Testing		0
	Software Installation		0
	Integration Testing		0
	ICON End User Training		4,000
	NETD Online Financial Management End User Training		6,000
	IBM Server		45,000
	VPN Portage		2,000
	Chip Reading Credit Card Machine		350
	TOTAL:		\$68,350
Maintenance & Support Cost			
	Description	Unit Cost	Total Cost
	Year 1 RVI Maintenance		2,500
	Year 1 NETD Online Financial Management Maintenance		9,000
	Year 1 ICON JP Case Management Maintenance		5,000
	iTicket for DPS		1,500
	Annual Help Desk Cost		0
	TOTAL:		\$18,000
	TOTAL NON-HOSTED COST		\$123,850

CONTRACT FOR COURT COLLECTION SERVICES

STATE OF TEXAS

JACK COUNTY

THIS CONTRACT is made and entered into by and between JACK COUNTY acting herein by and through its governing body, hereinafter called Client, and Graves Humphries Stahl, LTD. hereinafter called GHS.

I.

Client agrees to employ and does hereby employ GHS to enforce the collection of delinquent court fines, fees, court costs, restitution, debts and accounts receivable and other amounts in accordance with Article 103.0031, Texas Code of Criminal Procedure (hereinafter referred to in the agreement as "Fines and Fees").

This contract supersedes all prior oral and written agreements between the parties, and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

II.

For purposes of this contract all Fines and Fees shall be referred to GHS when determined to be delinquent as provided for in Article 103.0031, Texas Code of Criminal Procedure. Client will provide GHS with electronic FTP and TELNET access to the information necessary to collect the fees and fines that are subject to this contract through adequate ports and bandwidth necessary.

III.

GHS is to refer all payments and correspondence directly to the courts that have assessed or levied the fees and fines being collected pursuant to this contract. GHS reserves the right to return all accounts not collected within one (1) year of referral by Client, as well as any accounts identified as being in bankruptcy. Upon return of these accounts, neither party will have any obligation to the other party to this contract.

IV.

For the Collection of Fees and Fines, Client agrees to pay GHS, as compensation for the collection services provided the following fees:

- 1) Twenty percent (20%) of the imposed fees and fines on all Unadjudicated offenses committed on or before June 18, 2003.

- 2) Thirty percent (30%) of the imposed fees and fines on all adjudicated offenses regardless of the date of the offense as provided by Article 103.0031, Texas Code of Criminal Procedure.
- 3) Thirty percent (30%) of the imposed fees and fines on all Unadjudicated offenses occurring after June 18, 2003 as provided by Article 103.0031, Texas Code of Criminal Procedure.
- 4) In the event any fines and fees are disposed of through the performance of community service, credit for jail time served, or the discretionary removal of fines and fees pursuant to Article 45.0491, Texas Code of Criminal Procedure, no compensation shall be paid to GHS.

All compensations shall become the property of GHS at the time of payment. Client shall pay over said funds on a monthly basis by check.

V.

GHS agrees to use its best efforts to collect the delinquent accounts turned over to it and to provide advice to Client on the delinquent accounts as requested by Client.

VI.

This contract shall commence on the 1 day of December, 2017, and be in effect for a period of five (5) years after which it shall automatically renew on an annual basis. Either party to this agreement shall have the right to terminate this agreement, without cause, after the initial or any subsequent term by giving the other party ninety (90) days written notice of their desire and intention to terminate; provided that GHS shall have an additional six (6) months to complete work on all cases turned over to GHS prior to the notice of termination.

VII.

This contract is made and is to be interpreted under the laws of the State of Texas. Venue for any disputes involving this contract shall be in the appropriate courts in Hopkins County, Texas.

In the event that any provision(s) of this contract shall for any reason be held invalid, illegal or unenforceable, the invalidity, illegality or unenforceability of that provision(s) shall not affect any other provision(s) of this contract, and it shall further be construed as if the invalid, illegal or unenforceable provision(s) had never been a part of this contract.

VIII.

In consideration of the terms and compensation herein stated, GHS hereby accepts said employment and undertakes performance of said contract as set-forth above.

IX.


Every provision of this Agreement is intended to be severable. If any term or provision hereof is hereafter deemed by a Court to be illegal, invalid, void or unenforceable, for any reason or to any extent whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of this Agreement, it being intended that such remaining provisions shall be construed in a manner most closely approximating the intention of the Parties with respect to the illegal, invalid, void or unenforceable provision or part thereof.

This contract is executed on behalf of Client by the presiding officer of its governing body who is authorized to execute this instrument by order heretofore passed and recorded in its minutes.

This contract may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles shall be binding and enforceable.

WITNESS the signature of all parties hereto this the 11th day of December, 2017.

JACK COUNTY

By: 

GRAVES HUMPHRIES STAHL, LTD.

By: 