

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

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

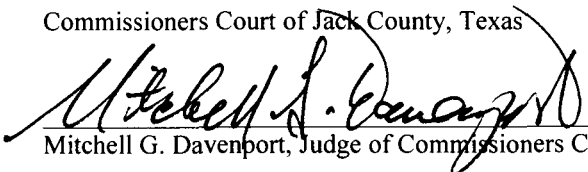
Notice is hereby given that a Meeting of the above named Commissioners Court will be held on Monday the 30th day of July, 2018 at 9:00 o'clock a.m., in the County Courthouse, Jacksboro, Texas, at which time the following subjects\* will be discussed and appropriate action taken, to-wit:

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. Approval of renewal of County Employee Health Insurance Plan (including optional dental and vision coverage) with Texas Association of Counties Health and Employee Benefits Pool for FY19;
2. Update, if any, by Burnett Hunt on LEC roof repairs and recommendation regarding roof ventilation;
3. Presentation on Video Magistrate by NetProtec, LLC regarding immediate purchase/implementation of web-based video conferencing solution in magistration and other legal proceedings by internet access – County Judge and Justice of the Peace;
4. Budget Amendment(s) if necessary in purchase of hardware and software for adding Video Magistrate if action on item 3 above is in the affirmative;
5. Designation of Commissioners Court Member to be on Courthouse Security Committee;
6. Consider modification of Budget FY19 meetings to coincide with Bill Pay/Payroll meetings for August and September;
7. Reports, if any, by other Department Heads;
8. FUTURE AGENDA ITEMS; AND;
9. ADJOURNMENT.

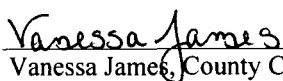
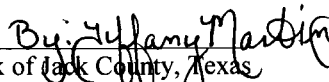
Dated this the 20th day of July, 2018

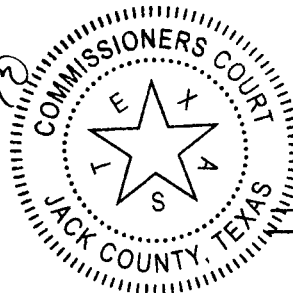
Commissioners Court of Jack County, Texas

  
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 20th day of July, 2018, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this the 20th day of July, 2018, at 2:53 P.m.

   
Vanessa James, County Clerk of Jack County, Texas



**FILED FOR RECORD**

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

**JUL 20 2018**

VANESSA JAMES, County Clerk,  
JACK COUNTY, TEXAS

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

**AMENDED**

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

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

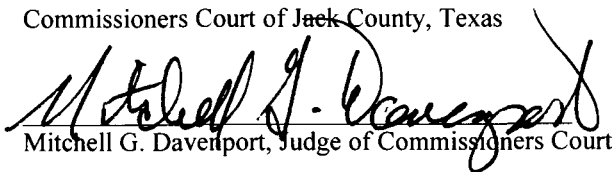
Notice is hereby given that a Meeting of the above named Commissioners Court will be held on **Monday the 30th day of July, 2018 at 9:00 o'clock a.m.**, in the County Courthouse, Jacksboro, Texas, at which time the following subjects\* will be discussed and appropriate action taken, to-wit:

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. Approval of renewal of County Employee Health Insurance Plan (including optional dental and vision coverage) with Texas Association of Counties Health and Employee Benefits Pool for FY19;
4. Update, if any, by Burnett Hunt on LEC roof repairs and recommendation regarding roof ventilation;
5. Presentation on Video Magistrate by NetProtec, LLC regarding immediate purchase/implementation of web-based video conferencing solution in magistration and other legal proceedings by internet access – County Judge and Justice of the Peace;
6. Budget Amendment(s) if necessary in purchase of hardware and software for adding Video Magistrate if action on item 5 above is in the affirmative;
7. Designation of Commissioners Court Member to be on Courthouse Security Committee;
8. Consider modification of Budget FY19 meetings to coincide with Bill Pay/Payroll meetings for August and September;
9. Acceptance of Donation by Citizen(s) to Sheriff's Office K-9 Program for purchase of "heat alarm" to protect animal in K-9 unit;
10. Budget Workshop FY19;
11. Reports, if any, by other Department Heads;
12. FUTURE AGENDA ITEMS; AND;
13. ADJOURNMENT.

Dated this the 26th day of July, 2018

Commissioners Court of Jack County, Texas

  
Mitchell G. Davenport, Judge of Commissioners Court

**FILED FOR RECORD**

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

**JUL 26 2018**

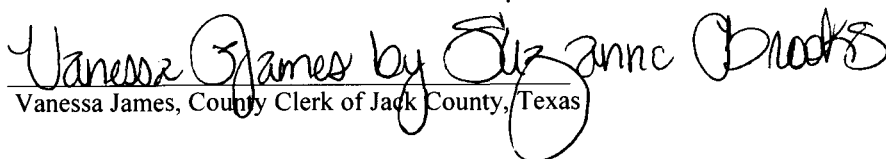
VAN

JACKSONVILLE

BY \_\_\_\_\_

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 26th day of July, 2018, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this the 26th day of July, 2018, at 1:43 p.m.

  
Vanessa James, County Clerk of Jack County, Texas



## MINUTES

On this the 30<sup>th</sup> day of July, 2018 the Commissioners Court of Jack County, Texas met in Regular session at 9:19 a.m. with the following elected officials present:

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

**FILED FOR RECORD**

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**AUG - 9 2018**

VANESSA JAMES, County Clerk  
JACK COUNTY, TEXAS

### PUBLIC FORUM

No members of the public addressed the Court.

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

### PAYMENT OF CLAIMS

Commissioner Birdwell made a motion to pay bills submitted for approval. Judge Davenport seconded and the motion passed unanimously (4-0).

#### APPROVAL OF RENEWAL OF COUNTY EMPLOYEE HEALTH INSURANCE PLAN (INCLUDING OPTIONAL DENTAL AND VISION COVERAGE) WITH TEXAS ASSOCIATION OF COUNTIES HEALTH AND EMPLOYEE BENEFITS POOL FOR FY19

Judge Davenport made a motion to adopt the County Employee Health Insurance Plan and table the Dental and Vision coverage for now. Commissioner Ward seconded and the motion passed unanimously (4-0).

#### UPDATE, IF ANY, BY BURNETT HUNT ON LEC ROOOF REPAIRS AND RECOMMENDATION REGARDING ROOF VENTILATION

Burnett Hunt reported that the LEC roof project is complete. They moved to the inside of the building and made repairs from condensation damage. After investigating the issues he recommends putting an exhaust fan on top of the building and adding ventilation to prevent further damage. He is projecting this would cost around \$40,000 and would also help decrease electricity costs. Plans will need to be submitted to the Jail Commission before moving forward.

Commissioner Birdwell made a motion for Burnett Hunt to put together an actual cost amount before moving forward with this project. Commissioner Brock seconded and the motion passed unanimously (4-0).

#### PRESENTATION ON VIDEO MAGISTRATE BY NET PROTEC, LLC REGARDING IMMEDIATE PURCHASE/IMPLEMENTATION OF WEB-BASED VIDEO CONFERENCING SOLUTION IN MAGISTRATION AND OTHER LEGAL PROCEEDINGS BY INTERNET ACCESS-COUNTY JUDGE AND JUSTICE OF THE PEACE

Peter Barton from NetProtec LLC did a presentation for Commissioner's Court on the Video Magistrate System. He said several local judges use this system and have had great success. Judge Spurlock told the Commissioners she first heard of this system while she was at a recent schooling. A fellow Judge had his computer and asked her to watch as he magistrated an inmate. He highly recommended the program. It is time saving, safer and creates less paperwork. Judge Spurlock and incoming County Judge Umphress both live out of town and this would allow them to be able to magistrate from the convenience of their homes. The cost is \$545 per month and would require the purchase of a new laptop for the program. The discounted rate to finish FY18 would be \$295 per month for August and September 2018.

Judge Davenport made a motion to go forward with the NetProtec Video Magistration System and to authorize the purchase of necessary equipment needed for operation. Commissioner Ward seconded and the motion passed unanimously (4-0).

#### BUDGET AMENDMENT(S) IF NECESSARY IN PURCHASE OF HARDWARE AND SOFTWARE FOR ADDING VIDEO MAGISTRATE IF ACTION ON IETM 3 ABOVE IS IN THE AFFIRMATIVE

The laptop needed for the Video Magistrate System will be purchased from the Justice of the Peace Tech Fund so there will be no budget amendments necessary.

DESIGNATION OF COMMISSIONERS COURT MEMBER TO BE ON COURTHOUSE  
SECURITY COMMITTEE

Commissioner Brock designated Judge Davenport to be on the Courthouse Security Committee. Commissioner Birdwell seconded and the motion passed unanimously (4-0).

CONSIDER MODIFICATION OF BUDGET FY19 MEETINGS TO COINCIDE WITH BILL  
PAY/PAYROLL MEETING FOR AUGUST AND SEPTEMBER

Commissioners chose to meet Mondays and Thursdays through the Budget process to include Payroll meetings. However, there will need to be a brief meeting this Friday (August 3, 2018) at 9:00 a.m.

ACCEPTANCE OF DONATION BY CITIZEN(S) TO SHERIFF'S OFFICE K-9 PROGRAM  
FOR PURCHASE OF "HEAT ALARM" TO PROTECT ANIMAL IN K-9 UNIT

Commissioner Brock made a motion to accept a check from 10-7 Canine Association of Garland in the amount of \$850 for the purchase of a Heat Alarm. Commissioner Birdwell seconded and the motion passed unanimously (4-0).

BUDGET WORKSHOP FY19

Judge Davenport went over a few items with Commissioners but no action was taken.

DEPARTMENT HEADS

District Clerk Tracie Pippin reported to Commissioner she was grateful for all of the assistance during the trial that was held in District Court this week. She said 325 jurors were called and approximately 120 showed up for selection. She had assistance from several offices in the Courthouse getting people where they needed to be. She also had adequate law enforcement here during the trial and sentencing phase. Judge Brock Smith was very pleased at how organized things were and that we had proper technology needed for the trial. She thanked everyone for their assistance in making this successful and gave a huge Thank You to Frank Hefner for his efforts in getting the Television screens in place along with all of the technological equipment.

FUTURE AGENDA ITEMS

None.

ADJOURNMENT

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

Meeting was adjourned at 12:00 p.m.

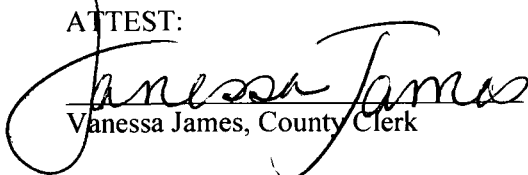
  
James Brock, Commissioner Pct. #2

  
Henry Birdwell, Jr., Commissioner Pct. #3

  
Terry Ward, Commissioner Pct. #4

  
Mitchell G. Davenport, County Judge

ATTEST:

  
Vanessa James, County Clerk



O'CLOCK M

AP Register 073018

ACCOUNTS PAYABLE REGISTER

DATE 07/25/2018 09:15:11

VCH100 PAGE 1

JUL 30 2018

VANESSA JAMES, County Clerk  
JACK COUNTY, TEXAS

ALL RECORDS FROM 07/30/2018 TO 07/31/2018 DATE-TO-BE-PAID

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

VENDOR	ACCOUNT	ACCOUNT				
NAME	NUMBER	NAME	ITEM/REASON	INVOICE NUMBER	AP DATE	
PD PO NO	AMOUNT					
AFLAC	2018 010-202-100	SALARIES PAYABLE	AFLAC	07092018	07/09/18	
10	76.83					
ATTN: REMITTANCE PROCESS	2018 010-202-100	SALARIES PAYABLE	AFLAC	07232018	07/23/18	
10	76.83					
1932 WYNNTON ROAD						
-----						
COLUMBUS	GA 31999					
	153.66					
AMERITAS - DENTAL INSURA	2018 010-202-100	SALARIES PAYABLE	DENTAL INSU	07092018	07/09/18	
10	798.88					
PO BOX 81889	2018 011-202-100	SALARIES PAYABLE	DENTAL INSU	07092018	07/09/18	
10	19.76					
	2018 012-202-100	SALARIES PAYABLE	DENTAL INSU	07092018	07/09/18	
10	81.58					
LINCOLN	2018 014-202-100	SALARIES PAYABLE	DENTAL INSU	07092018	07/09/18	
10	19.76					
	2018 010-202-100	SALARIES PAYABLE	DENTAL INSU	07232018	07/23/18	
10	756.82					
	2018 011-202-100	SALARIES PAYABLE	DENTAL INSU	07232018	07/23/18	
10	19.76					
	2018 012-202-100	SALARIES PAYABLE	DENTAL INSU	07232018	07/23/18	
10	81.58					
	2018 014-202-100	SALARIES PAYABLE	DENTAL INSU	07232018	07/23/18	
10	19.76					

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10	100.14-	2018 010-400-202 MEDICAL INSURANCE DENTAL INS ADJUSTME			07/20/18
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	1,697.76				
AMERITAS - VISION INSURA	2018 010-202-100 SALARIES PAYABLE	AMERITAS	07092018	07/09/18	
10	156.12				
PO BOX 81889	2018 011-202-100 SALARIES PAYABLE	AMERITAS	07092018	07/09/18	
10	5.06				
	2018 012-202-100 SALARIES PAYABLE	AMERITAS	07092018	07/09/18	
10	21.28				
LINCOLN NE 68501	2018 013-202-100 SALARIES PAYABLE	AMERITAS	07092018	07/09/18	
10	10.12				
	2018 014-202-100 SALARIES PAYABLE	AMERITAS	07092018	07/09/18	
10	11.16				
	2018 010-202-100 SALARIES PAYABLE	AMERITAS	07232018	07/23/18	
10	150.02				
	2018 011-202-100 SALARIES PAYABLE	AMERITAS	07232018	07/23/18	
10	5.06				
	2018 012-202-100 SALARIES PAYABLE	AMERITAS	07232018	07/23/18	
10	21.28				
	2018 013-202-100 SALARIES PAYABLE	AMERITAS	07232018	07/23/18	
10	10.12				
	2018 014-202-100 SALARIES PAYABLE	AMERITAS	07232018	07/23/18	
10	11.16				
	2018 010-400-202 MEDICAL INSURANCE VISION INS ADJUSTME			07/20/18	
10	8.18				
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	409.56				
AT&T INTERNET 148853541	2018 010-400-604 TELEPHONE	ACCT#148853541	JULY' 18	07/24/18	
10	101.51				

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PO BOX 5014

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CAROL STREAM IL 60197  
101.51

CENTURY LINK	2018 012-622-604 TELEPHONE	ACCT#31365933	JULY '18	07/24/18
10 61.80				
PO BOX 2961				

-----  
PHOENIX AZ 85062  
61.80

COLONIAL LIFE	2018 010-202-100 SALARIES PAYABLE	COLONIAL LIFE	07092018	07/09/18
10 10.58				
PO BOX 1365	2018 010-202-100 SALARIES PAYABLE	COLONIAL LIFE	07232018	07/23/18
10 10.58				

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COLUMBIA SC 29202  
21.16

DEAN LICH ENTERPRISES	2018 010-400-703 FURNITURE/EQUIPMEN ELEVATOR INSP 2017/	15318	07/24/18
10 572.47			
PO BOX 163645			

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FORT WORTH TX 76161  
572.47

LEGALSHIELD	2018 010-202-100 SALARIES PAYABLE	LEGAL SHIELD	07092018	07/09/18
10 56.33				
PO BOX 2629	2018 014-202-100 SALARIES PAYABLE	LEGAL SHIELD	07092018	07/09/18
10 12.95				
	2018 010-202-100 SALARIES PAYABLE	LEGAL SHIELD	07232018	07/23/18
10 56.32				
ADA OK 74821	2018 014-202-100 SALARIES PAYABLE	LEGAL SHIELD	07232018	07/23/18
10 12.95				

## AP Register 073018

▲DATE 07/25/2018 09:15:11  
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## ACCOUNTS PAYABLE REGISTER

ALL RECORDS FROM 07/30/2018 TO 07/31/2018 DATE-TO-BE-PAID

VENDOR	ACCOUNT	ACCOUNT				
NAME	NUMBER	NAME	ITEM/REASON	INVOICE NUMBER	AP DATE	
PD PO NO	AMOUNT					
	138.55					
LIBERTY NATIONAL LIFE IN 2018 010-202-100		SALARIES PAYABLE	LIBERTY NATIONAL	07092018	07/09/18	
10	256.16					
ATTN: WORKSITE BILLING D 2018 010-202-100		SALARIES PAYABLE	LIBERTY NATIONAL	07232018	07/23/18	
10	256.11					
PO BOX 248889-73124						
OKLAHOMA CITY OK 73124	512.27					
NATIONAL FAMILY CARE LIF 2018 010-202-100		SALARIES PAYABLE	NFC LIFE	07092018	07/09/18	
10	345.10					
PO BOX 809043 2018 011-202-100		SALARIES PAYABLE	NFC LIFE	07092018	07/09/18	
10	14.75					
		2018 013-202-100	SALARIES PAYABLE	NFC LIFE	07092018	07/09/18
10	29.50					
DALLAS TX 75380 2018 014-202-100		SALARIES PAYABLE	NFC LIFE	07092018	07/09/18	
10	29.50					
		2018 010-202-100	SALARIES PAYABLE	NFC LIFE	07232018	07/23/18
10	345.10					
		2018 011-202-100	SALARIES PAYABLE	NFC LIFE	07232018	07/23/18



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10	14.75	2018 013-202-100 SALARIES PAYABLE	NFC LIFE	07232018	07/23/18
10	29.50	2018 014-202-100 SALARIES PAYABLE	NFC LIFE	07232018	07/23/18
10	29.50				
-----					
	837.70				
NEW YORK LIFE INSURANCE		2018 010-202-100 SALARIES PAYABLE	NEW YORK LIFE	07092018	07/09/18
10	280.71				
PO BOX 742582		2018 010-202-100 SALARIES PAYABLE	NEW YORK LIFE	07232018	07/23/18
10	280.71				
-----					
CINCINNATI	OH 45274				
	561.42				
SECURITY BENEFITS		2018 010-202-100 SALARIES PAYABLE	SFR 457	07092018	07/09/18
10	200.00				
P.O. BOX 55976		2018 010-202-100 SALARIES PAYABLE	SFR 457	07232018	07/23/18
10	200.00				
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BOSTON	MA 02205				
	400.00				
SWAN FAMILY WELLNESS CEN		2018 010-202-100 SALARIES PAYABLE	SWAN FAMILY WELLNES	07232018	07/23/18
10	82.50				
215 CHISHOLM TRAIL		2018 010-202-100 SALARIES PAYABLE	SWAN FAMILY WELLNES	07092018	07/09/18
10	82.50				
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JACKSBORO	TX 76458				
	165.00				

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TAMMY MILLER	2018 010-560-207	SCHOOL/CONFERENCE	REIMB MEALS/MILEAGE	CONF	07/24/18
10 382.96					
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382.96					
TCDRS	2018 010-202-100	SALARIES PAYABLE	RETIREMENT	07092018	07/09/18
10 5,756.86					
BARTON OAKS PLAZA IV, ST	2018 010-401-203	RETIREMENT	RETIREMENT	07092018	07/09/18
10 427.10					
901 S MOPAC EXPRESSWAY	2018 010-403-203	RETIREMENT	RETIREMENT	07092018	07/09/18
10 554.01					
AUSTIN TX 78746	2018 010-435-203	RETIREMENT	RETIREMENT	07092018	07/09/18
10 326.42					
	2018 010-455-203	RETIREMENT	RETIREMENT	07092018	07/09/18
10 460.64					
	2018 010-475-203	RETIREMENT	RETIREMENT	07092018	07/09/18
10 478.26					
	2018 010-495-203	RETIREMENT	RETIREMENT	07092018	07/09/18
10 336.71					
	2018 010-497-203	RETIREMENT	RETIREMENT	07092018	07/09/18
10 185.51					
	2018 010-499-203	RETIREMENT	RETIREMENT	07092018	07/09/18
10 588.26					
	2018 010-510-203	RETIREMENT	RETIREMENT	07092018	07/09/18
10 297.43					
	2018 010-551-203	RETIREMENT	RETIREMENT	07092018	07/09/18
10 185.51					
	2018 010-560-203	RETIREMENT	RETIREMENT	07092018	07/09/18
10 3,060.72					
▲DATE 07/25/2018 09:15:11 ACCOUNTS PAYABLE REGISTER					
VCH100 PAGE 3					

ALL RECORDS FROM 07/30/2018 TO 07/31/2018 DATE-TO-BE-PAID

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VENDOR		ACCOUNT	ACCOUNT			
NAME		NUMBER	NAME	ITEM/REASON	INVOICE NUMBER	AP DATE
PD PO NO	AMOUNT					
10	2,235.28	2018 010-561-203	RETIREMENT	RETIREMENT	07092018	07/09/18
10	140.91	2018 010-665-203	RETIREMENT	RETIREMENT	07092018	07/09/18
10	296.20	2018 011-202-100	SALARIES PAYABLE	RETIREMENT	07092018	07/09/18
10	477.29	2018 011-621-203	RETIREMENT	RETIREMENT	07092018	07/09/18
10	296.20	2018 012-202-100	SALARIES PAYABLE	RETIREMENT	07092018	07/09/18
10	477.29	2018 012-622-203	RETIREMENT	RETIREMENT	07092018	07/09/18
10	378.02	2018 013-202-100	SALARIES PAYABLE	RETIREMENT	07092018	07/09/18
10	609.12	2018 013-623-203	RETIREMENT	RETIREMENT	07092018	07/09/18
10	383.78	2018 014-202-100	SALARIES PAYABLE	RETIREMENT	07092018	07/09/18
10	618.41	2018 014-624-203	RETIREMENT	RETIREMENT	07092018	07/09/18
10	5,789.84	2018 010-202-100	SALARIES PAYABLE	RETIREMENT	07232018	07/23/18
10	427.10	2018 010-401-203	RETIREMENT	RETIREMENT	07232018	07/23/18
10	562.94	2018 010-403-203	RETIREMENT	RETIREMENT	07232018	07/23/18
10	326.42	2018 010-435-203	RETIREMENT	RETIREMENT	07232018	07/23/18
		2018 010-455-203	RETIREMENT	RETIREMENT	07232018	07/23/18

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10	460.64	2018 010-475-203 RETIREMENT	RETIREMENT	07232018	07/23/18
10	478.26	2018 010-495-203 RETIREMENT	RETIREMENT	07232018	07/23/18
10	336.71	2018 010-497-203 RETIREMENT	RETIREMENT	07232018	07/23/18
10	185.51	2018 010-499-203 RETIREMENT	RETIREMENT	07232018	07/23/18
10	588.26	2018 010-510-203 RETIREMENT	RETIREMENT	07232018	07/23/18
10	297.43	2018 010-551-203 RETIREMENT	RETIREMENT	07232018	07/23/18
10	185.51	2018 010-560-203 RETIREMENT	RETIREMENT	07232018	07/23/18
10	3,400.25	2018 010-561-203 RETIREMENT	RETIREMENT	07232018	07/23/18
10	1,939.92	2018 010-665-203 RETIREMENT	RETIREMENT	07232018	07/23/18
10	140.91	2018 011-202-100 SALARIES PAYABLE	RETIREMENT	07232018	07/23/18
10	296.20	2018 011-621-203 RETIREMENT	RETIREMENT	07232018	07/23/18
10	477.29	2018 012-622-203 RETIREMENT	RETIREMENT	07232018	07/23/18
10	477.29	2018 013-202-100 SALARIES PAYABLE	RETIREMENT	07232018	07/23/18
10	378.02	2018 013-623-203 RETIREMENT	RETIREMENT	07232018	07/23/18
10	609.12	2018 014-202-100 SALARIES PAYABLE	RETIREMENT	07232018	07/23/18
10	383.78	2018 014-624-203 RETIREMENT	RETIREMENT	07232018	07/23/18
10	618.41	2018 012-202-100 SALARIES PAYABLE	RETIREMENT	07232018	07/23/18
10	296.20				

AP Register 073018

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37,225.94

TEXAS ASSOCIATION OF COU	2018	010-202-100	SALARIES PAYABLE	HEALTH INSU	07092018	07/09/18
10 742.76						
HEALTH EMPLOYEE BENEFIT	2018	010-401-202	MEDICAL INSURANCE	HEALTH INSU	07092018	07/09/18
10 979.75						
PO BOX 1896	2018	010-403-202	MEDICAL INSURANCE	HEALTH INSU	07092018	07/09/18
10 1,470.45						
SAN ANTONIO TX 78297	2018	010-435-202	MEDICAL INSURANCE	HEALTH INSU	07092018	07/09/18
10 980.30						
	2018	010-455-202	MEDICAL INSURANCE	HEALTH INSU	07092018	07/09/18
10 1,470.45						
	2018	010-475-202	MEDICAL INSURANCE	HEALTH INSU	07092018	07/09/18
10 980.30						
	2018	010-495-202	MEDICAL INSURANCE	HEALTH INSU	07092018	07/09/18
10 980.30						
	2018	010-497-202	MEDICAL INSURANCE	HEALTH INSU	07092018	07/09/18
10 490.15						
	2018	010-499-202	MEDICAL INSURANCE	HEALTH INSU	07092018	07/09/18
10 1,960.60						
	2018	010-510-202	MEDICAL INSURANCE	HEALTH INSU	07092018	07/09/18
10 980.30						
	2018	010-551-202	MEDICAL INSURANCE	HEALTH INSU	07092018	07/09/18
10 490.15						
	2018	010-560-202	MEDICAL INSURANCE	HEALTH INSU	07092018	07/09/18
10 7,842.88						
	2018	010-561-202	MEDICAL INSURANCE	HEALTH INSU	07092018	07/09/18
10 6,371.95						
	2018	010-665-202	MEDICAL INSURANCE	HEALTH INSU	07092018	07/09/18
10 490.15						
	2018	011-202-100	SALARIES PAYABLE	HEALTH INSU	07092018	07/09/18
10 185.69						
	2018	011-621-202	MEDICAL INSURANCE	HEALTH INSU	07092018	07/09/18
10 1,469.50						

AP Register 073018

10	371.38	2018 012-202-100 SALARIES PAYABLE	HEALTH INSU	07092018	07/09/18
10	1,470.45	2018 012-622-202 MEDICAL	INSURANCE HEALTH INSU	07092018	07/09/18
10	1,960.60	2018 013-623-202 INSURANCE	HEALTH INSU	07092018	07/09/18
10	723.14	2018 014-202-100 SALARIES PAYABLE	HEALTH INSU	07092018	07/09/18

▲DATE 07/25/2018 09:15:11

ACCOUNTS PAYABLE REGISTER

VCH100 PAGE 4

ALL RECORDS FROM 07/30/2018 TO 07/31/2018 DATE-TO-BE-PAID

VENDOR	ACCOUNT	ACCOUNT			
NAME	NUMBER	NAME	ITEM/REASON	INVOICE NUMBER	AP DATE
PD PO NO	AMOUNT				
10	1,471.08	2018 014-624-202 MEDICAL	INSURANCE HEALTH INSU	07092018	07/09/18
10	742.76	2018 010-202-100 SALARIES	PAYABLE HEALTH INSU	07232018	07/23/18
10	979.75	2018 010-401-202 MEDICAL	INSURANCE HEALTH INSU	07232018	07/23/18
10	1,470.45	2018 010-403-202 MEDICAL	INSURANCE HEALTH INSU	07232018	07/23/18
10	980.30	2018 010-435-202 MEDICAL	INSURANCE HEALTH INSU	07232018	07/23/18
10	1,470.45	2018 010-455-202 MEDICAL	INSURANCE HEALTH INSU	07232018	07/23/18
10	980.30	2018 010-475-202 MEDICAL	INSURANCE HEALTH INSU	07232018	07/23/18
10	980.30	2018 010-495-202 MEDICAL	INSURANCE HEALTH INSU	07232018	07/23/18
10	980.30	2018 010-497-202 MEDICAL	INSURANCE HEALTH INSU	07232018	07/23/18

AP Register 073018							
10	490.15	2018 010-499-202 MEDICAL	INSURANCE HEALTH INSU	07232018	07/23/18		
10	1,960.60	2018 010-510-202 MEDICAL	INSURANCE HEALTH INSU	07232018	07/23/18		
10	980.30	2018 010-551-202 MEDICAL	INSURANCE HEALTH INSU	07232018	07/23/18		
10	490.15	2018 010-560-202 MEDICAL	INSURANCE HEALTH INSU	07232018	07/23/18		
10	7,842.88	2018 010-561-202 MEDICAL	INSURANCE HEALTH INSU	07232018	07/23/18		
10	6,371.95	2018 010-665-202 MEDICAL	INSURANCE HEALTH INSU	07232018	07/23/18		
10	490.15	2018 011-202-100 SALARIES	PAYABLE HEALTH INSU	07232018	07/23/18		
10	185.69	2018 011-621-202 MEDICAL	INSURANCE HEALTH INSU	07232018	07/23/18		
10	1,469.50	2018 012-202-100 SALARIES	PAYABLE HEALTH INSU	07232018	07/23/18		
10	371.38	2018 012-622-202 MEDICAL	INSURANCE HEALTH INSU	07232018	07/23/18		
10	1,470.45	2018 013-623-202 INSURANCE	HEALTH INSU	07232018	07/23/18		
10	1,960.60	2018 014-202-100 SALARIES	PAYABLE HEALTH INSU	07232018	07/23/18		
10	723.14	2018 014-624-202 MEDICAL	INSURANCE HEALTH INSU	07232018	07/23/18		
10	1,471.08	2018 010-400-202 MEDICAL	INSURANCE MEDICAL INS ADJUSTM		07/20/18		
10	367.11						
-----							
	68,131.77						
TEXAS DEPT OF LICENSING		2018 010-400-703 FURNITURE/EQUIPMEN	CERT ELEVATOR/LIFT	JULY'18	07/24/18		
10	40.00						

AP Register 073018

PO BOX 12157

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AUSTIN TX 78711  
40.00

THE LEGEND GROUPADSERV	2018 010-202-100	SALARIES PAYABLE	457 RETIREMENT	07092018	07/09/18
10	25.00				
CO EMPLOYEE BENEFIT ADVI	2018 010-202-100	SALARIES PAYABLE	457 RETIREMENT	07232018	07/23/18
10	25.00				

PO BOX 198178

-----  
ATLANTA GA 30384  
50.00

TOTAL CHECKS TO BE

WRITTEN 111,463.53  
▲DATE 07/25/2018 09:15:11  
VCH100 PAGE 5

ACCOUNTS PAYABLE REGISTER

ALL RECORDS FROM 07/30/2018 TO 07/31/2018 DATE-TO-BE-PAID

APPROVAL PAGE

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED  
AND APPROVED FOR PAYMENT BY COMMISSIONER'S COURT.

DATE: 7-30-18  
Mitchell J. Davenport

CO JUDGE DAVENPORT

COMM #1 BERRY



AP Register 073018

COMM #2 BROCK

James Brock

COMM #3 BIRDWELL

J D Birdwell

COMM #4 WARD

Larry Ward

CO TREAS GIBBY

Kim Gibby

## VIDEOMAGISTRATE ORDER FORM

Customer: Jack Co.	Contact: Judge Mitchell Davenport
Address: 100 N. Main, Ste. 206	Phone: 940-567-2241
	E-Mail:
<b>Services:</b> VideoMagistrate (the "Service(s)").	
<b>Services Fees:</b> \$295.00 per month Aug-Sept. 2018, \$545.00 per month Oct 1, 2018 payable in advance, subject to the terms of Section 4 herein.	<b>Initial Service Term:</b> 12 Months
<b>Service Capacity:</b> <i>2 User – Low volume discount \$545.00/mo. Oct. 1, 2018 (\$295.00/mo. August-Sept 2018)</i>	
<b>Implementation Services:</b> Company will use commercially reasonable efforts to provide Customer the services described in the Statement of Work ("SOW") attached as Exhibit A hereto ("Implementation Services"), and Customer shall pay Company the Implementation Fee in accordance with the terms herein.  <b>Implementation Fee (one-time):</b> \$0	
<b>*Online User Training Provided</b>	

**VIDEOMAGISTRATE SERVICES AGREEMENT**

This VideoMagistrate Services Agreement ("Agreement") is entered into on this 30<sup>th</sup> day of July, 2018 (the "Effective Date") between NetProtec LLC with a place of business at PO Box 1671 Glen Rose, TX 76043 ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

NetProtec LLC:

By: [Signature]

Name: Kerry Hancock

Title: President

[Customer]:

By: [Signature]

Name: Mitchell G. Davenport

Title: County Judge

## **TERMS AND CONDITIONS**

### **1. SERVICES AND SUPPORT**

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services [in accordance with the Service Level Terms attached hereto as Exhibit B]. As part of the registration process, Customer will identify a user name and password for Customer's account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the terms set forth in Exhibit C.

### **2. RESTRICTIONS AND RESPONSIBILITIES**

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels.

2.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.3 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published policies then in effect (the "Policy") and all applicable laws and regulations. [Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of

Services. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, Internet service, routers, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

### **3. CONFIDENTIALITY; PROPRIETARY RIGHTS**

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Customer as part of the Services. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

3.3 [Notwithstanding anything to the contrary, Company shall have the right collect and analyze data and other information relating to the provision, use and performance of

various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

#### **4. PAYMENT OF FEES**

4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

#### **5. TERM AND TERMINATION**

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will make all Customer Data

available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

#### **6. WARRANTY AND DISCLAIMER**

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

#### **7. INDEMNITY**

Company shall hold Customer harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be

infringing, Company may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

## **8. LIMITATION OF LIABILITY**

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **9. MISCELLANEOUS**

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind

Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Texas without regard to its conflict of laws provisions. The parties shall work together in good faith to issue at least one mutually agreed upon press release within 90 days of the Effective Date, and Customer otherwise agrees to reasonably cooperate with Company to serve as a reference account upon request. Each party hereto consents and submits to the exclusive jurisdiction of any state court located in Somervell County, Texas for any actions, suits or proceedings arising out of or relating to this Agreement.

## **EXHIBIT A**

### **Statement of Work**

Provision user accounts  
Convert customer forms for online use  
Customer training (initial and ongoing)  
Providing documentation and support

## **EXHIBIT B**

### **Service Level Terms**

The Services shall be available 99.9%, measured monthly, excluding scheduled maintenance. Further, any downtime resulting from outages of third party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, Company will credit Customer equal to (1) day prorated service for each period of 60 or more consecutive minutes of downtime; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Company) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Company in writing within 24 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Service Fees in any one (1) calendar month in any event. Company will only apply a credit to the month in which the incident occurred. Company's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of Company to provide adequate service levels under this Agreement.



## **EXHIBIT C**

### **Support Terms**

Company will provide Technical Support to Customer via telephone, online and email 7 days a week during the hours of 7:00 am through 7:00 pm Central (CDT) time, with the exclusion of Federal Holidays (“**Support Hours**”).

Customer may initiate a helpdesk ticket during Support Hours by calling the toll-free support line or any time by emailing [support@videomagistrate.com](mailto:support@videomagistrate.com) or submitting a HelpDesk ticket online at [www.videomagistrate.com](http://www.videomagistrate.com).

Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.