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NAVARRO COUNTY COMMISSIONER'S COURT

A REGULAR MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON MONDAY, 11TH DAY OF DECEMBER, 2006 AT 10:00 A.M., IN THE NAVARRO COUNTY COURTHOUSE, CORSICANA, TEXAS. PRESIDING JUDGE ALAN BRISTOL, COMMISSIONER'S PRESENT KIT HERRINGTON, FAITH HOLT, WILLIAM BALDWIN, AND JOHN PAUL ROSS.

1. MOTION TO CONVENE BY BALDWIN SEC BY HERRINGTON
ALL VOTED AYE
2. PRAYER BY COMMISSIONER HOLT
3. PUBLIC COMMENTS- NO COMMENTS
4. MOTION TO APPROVE THE MINUTES FROM THE PREVIOUS MEETING OF NOVEMBER 27TH, 2006 BY ROSS SEC BY HOLT
ALL VOTED AYE
5. MOTION TO APPROVE AND PAY BILLS AS SUBMITTED BY THE COUNTY AUDITOR BY BALDWIN SEC BY HOLT
ALL VOTED AYE
6. MOTION TO APPROVE TAX REPORT FOR NOVEMBER 2006 FROM PEGGY BLCKWELL MOORE BY ROSS SEC BY HERRINGTON
ALL VOTED AYE TO WIT 512-523
7. MOTION TO APPROVE YEAR END TAX REPORT FROM PEGGY BLACKWELL MOORE BY HOLT SEC BY HERRINGTON
TO WIT 480-482
ALL VOTED AYE
8. MOTION TO APPROVE EASEMENT TO CROSS SE CR 2320 AND SE CR 2340 IN PRCINCT #3 BY BALDWIN SEC BY ROSS TO WIT 483-494
ALL VOTED AYE
9. MOTION TO APPROVE BRIDGE CONTRACTS, PHASE II, BETWEEN TX DOT AND NAVARRO COUNTY PASS RESOLUTION GIVING JUDGE BRISTOL AUTHORITY TO SIGN BY JUDGE BRISTOL SEC BY ROSS
TO WIT 495-498
ALL VOTED AYE
10. MOTION TO APPROVE THE MINUTES OF THE OCTOBER 5, 2006 PLANNING AND ZONING MEETING BY ROSS SEC BY HERRINGTON
TO WIT 499-500
ALL VOTED AYE

- 11. MOTION TO APPROVE REPLAT OF LOTS 3 AND 4 OF FRANCISCO BAY BY JAMES SALTER AND DAN SERVETNICK BY ROSS SEC BY BALDWIN
ALL VOTED AYE

- 12. MOTION TO APPROVE REPLAT OF LOTS 195 AND 196 OF THE SHORES ON RICHLAND CHAMBERS BY PHILIP AND UZMA SCOTT BY HOLT SEC BY ROSS
ALL VOTED AYE

- 13. MOTION TO APPROVE REPLAT OF LOTS 251 AND 252 OF THE SHORES ON RICHLAND CHAMBERS BY WILLIAM D. AND LISA K. ALEN BY HOLT SEC BY BALDWIN
ALL VOTED AYE

- 14. MOTION TO APPROVE SPECIAL USE PERMIT #10-06-322 FOR A COMMUNITY CABANA TO BE LOCATED ON LOT 13 OF FRANCISCO BAY BY BAYVIEW COUNTRY ESTATES BY ROSS SEC BY BALDWIN
ALL VOTED AYE

- 15. MOTION TO APPROVE SPECIAL USE PERMIT #11-06-324 FOR A USED MANUFACTURED HOME TO BE LOCATED AT 799 FM 633 BY EDDIE SIGHTS AND JOHN PRICE BY HOLT SEC BY ROSS
ALL VOTED AYE

- 16. MOTION TO APPROVE SPECIAL USE PERMIT #11-06-325 FOR GAS WELL (WORK OVER) LOCATED ON THE WEED A-2 ON S. HWY 287 BY SAMSON LONE STAR, LIMITED PARTNERSHIP HOLT SEC BY ROSS
ALL VOTED AYE

- 17. MOTION TO TALBE PROPOSED AMENDMENT TO THE LAKESHORE AREA ZONING ORDINANCE REGARDING INJECTION WELLS BY JUDGE BRISTOL SEC BY ROSS
ALL VOTED AYE

- 18. MOTION TO TABLE PROPOSED AMENDMENT TO THE LAKESHORE AREA ZONNING ORDIANANCE REGARDING FOSTER HOMES BY JUDGE BRISTOL SEC BY BALDWIN
ALL VOTED AYE

- 19. MOTION TO APPROVE REPLAT OF LOT 20 OF RETREAT RANCHETTES PHASE II BY BALDWIN SEC BY HERRINGTON
ALL VOTED AYE

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- 20. REPORT OF OUTSTANDING INVOICES FOR TYLER TECHNOLOGIES (THE SOFTWARE GROUP) FROM AUDITOR PAULA WELCH
NO ACTION TAKEN
- 21. MOTION TO APPROVE BUDGET AMENDMENT FOR COMPUTER SERVICES PROVIDED BY TYLER TECHNOLOGIES BY ROSS SEC BY HOLT
TO WIT 501-511
ALL VOTED AYE
- 22. MOTION TO APPROVE CONTRACTS FOR DIRECTOR AND INDEPENDENT CONTRACTOR FOR THE NORTH TEXAS H.I.D.T.A BY HOLT SEC BY ROSS
TO WIT 512-523
ALL VOTED AYE
- 23. MOTION TO APPROVE AUDIT FINDINGS FOR JUSTICE OF PEACE, PRECINCT #3 JUDGE BRISTOL SEC BY ROSS
ALL VOTED AYE
- 24. MOTION TO ADJOURN BY ROSS SEC BY BALDWIN
ALL VOTED AYE

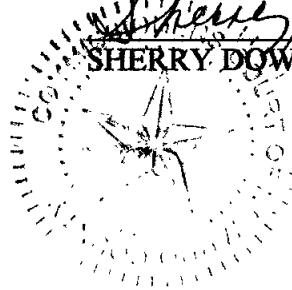
THESE MINUTES ARE HEREBY APPROVED THIS 18th DAY OF DECEMBER 2006.

JUDGE ALAN BRISTOL [Signature]
 COMR.PCT.1 KIT HERRINGTON [Signature]
 COMR.PCT.2 FAITH HOLT [Signature]
 COMR.PCT.3 WILLIAM BALDWIN [Signature]
 COMR.PCT.4 JOHN PAUL ROSS [Signature]

I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR DECEMBER 11, 2006

SIGNED 18th DAY OF DECEMBER 2006

[Signature]
 SHERRY DOWD, COUNTY CLERK



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I, PEGGY BLACKWELL MOORE, NAVARRO COUNTY TAX ASSESSOR/COLLECTOR,
DO HEREBY SWEAR UNDER OATH, THAT THE ATTACHED REPORT IS A TRUE
AND CORRECT REPORT.

NAVARRO COUNTY , TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING NOVEMBER 2006

9/17/06

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
NAVARRO COUNTY								LEVY
CURRENT	1,108,896.30	-		1,108,896.30	22,178.04	1,086,718.26		11,705,945.16
DELINQUENT	39,113.51	-	12,034.59	51,148.10	1,022.92	50,125.18	9,492.17	%
TOTAL	1,148,009.81	-	12,034.59	1,160,044.40	23,200.96	1,136,843.44	9,492.17	9.48%
STATE								
DELINQUENT								
NAVARRO COLLEGE								LEVY
CURRENT	252,256.46			252,256.46	1,261.06	250,995.40		2,644,287.80
DELINQUENT	8,723.30	-	2,716.65	11,439.95	57.08	11,382.87	2,155.27	%
TOTAL	260,979.76	-	2,716.65	263,696.41	1,318.14	262,378.27	2,155.27	9.55%
CITY OF RICE								LEVY
CURRENT	12,754.22	-		12,754.22	63.73	12,690.49		64,141.16
DELINQUENT	111.81		29.06	140.87	0.70	140.17	28.19	%
TOTAL	12,866.03	-	29.06	12,895.09	64.43	12,830.66	28.19	19.86%
CITY OF KERENS								LEVY
CURRENT	25,673.04	641.72		25,031.32	125.18	24,906.14		198,858.72
DELINQUENT	492.96	-	156.52	649.48	3.24	646.24	123.68	%
TOTAL	26,166.00	641.72	156.52	25,680.80	128.42	25,552.38	123.68	12.91%
CITY OF CORSICANA								LEVY
CURRENT	569,301.52	-		569,301.52	2,846.59	566,454.93		6,253,983.84
DELINQUENT	10,551.63	-	3,241.78	13,793.41	863.23	12,930.18	2,676.32	%
TOTAL	579,853.15	-	3,241.78	583,094.93	3,709.82	579,385.11	2,676.32	9.10%

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING
NOVEMBER 2006

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DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	NET TAXES DUE	MEMO ONLY ATTORNEY FEES	% CURRENT COLLECTED
CITY OF DAWSON								LEVY
CURRENT	9,501.46	-		9,501.46	47.52	9,453.94		59,126.08
DELINQUENT	334.83		94.08	428.91	25.19	403.72	85.79	%
TOTAL	9,836.29	-	94.08	9,930.37	72.71	9,857.66	85.79	16.07%
BLOOMING GROVE ISD								LEVY
CURRENT	154,353.61			154,353.61	771.90	153,581.71		1,409,893.29
DELINQUENT	5,556.35		1,415.04	6,971.39	381.54	6,589.85	1,431.71	%
TOTAL	159,909.96	-	1,415.04	161,325.00	1,153.44	160,171.56	1,431.71	10.94%
DAWSON ISD								LEVY
CURRENT	73,003.95	-		73,003.95	365.01	72,638.94		808,559.63
DELINQUENT	5,834.51	-	1,639.90	7,474.41	439.17	7,035.24	1,480.76	%
TOTAL	78,838.46	-	1,639.90	80,478.36	804.18	79,674.18	1,480.76	9.05%
RICE ISD								LEVY
CURRENT	104,872.73			104,872.73	524.47	104,348.26		958,407.00
DELINQUENT	3,918.42		933.54	4,851.96	252.99	4,598.97	968.67	%
TOTAL	108,791.15	-	933.54	109,724.69	777.46	108,947.23	968.67	11.00%

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING NOVEMBER 2006

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DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
CITY OF BARRY								LEVY
CURRENT	1,733.37	-		1,733.37	8.66	1,724.71		12,232.53
DELINQUENT	114.66	-	27.67	142.33	7.49	134.84	28.47	%
TOTAL	1,848.03	-	27.67	1,875.70	16.15	1,859.55	28.47	14.17%
CITY OF EMHOUSE								LEVY
CURRENT	1,078.95	-		1,078.95	5.39	1,073.56		7,635.82
DELINQUENT	165.41		43.45	208.86	11.69	197.17	41.79	%
TOTAL	1,244.36	-	43.45	1,287.81	17.08	1,270.73	41.79	14.13%
CITY OF RICHLAND								LEVY
CURRENT	705.46	-	-	705.46	3.55	701.91	-	11,493.85
DELINQUENT	1,026.39	-	735.38	1,761.77	188.98	1,572.79	286.29	%
TOTAL	1,731.85	-	735.38	2,467.23	192.53	2,274.70	286.29	6.14%
CITY OF GOODLOW								LEVY
CURRENT	345.97	-		345.97	1.76	344.21		2,521.14
DELINQUENT	7.81		4.45	12.26	1.15	11.11	1.84	%
TOTAL	353.78	-	4.45	358.23	2.91	355.32	1.84	13.72%
GRAND TOTAL	2,390,428.63	641.72	23,072.11	2,412,859.02	31,458.23	2,381,400.79	18,800.95	

MEMO:
 TOTAL COLLECTED 2,431,659.97
 ROLLBACK TAXES -
 TAX CERTIFICATES 710.00

COUNTY	<u>(8,374.18)</u>	BARRY	<u> </u>
COLLEGE	<u>(1,862.61)</u>	EMHOUSE	<u> </u>
RICE	<u>64.77</u>	RICHLAND	<u> </u>
KERENS	<u>51.22</u>	GOODLOW	<u>1.00</u>
CORSICANA	<u>(932.49)</u>	*DAWSON	<u>10.36</u>
*BG ISD	<u>968.99</u>	*DAWSON ISD	<u>(1717.03)</u>
*RICE ISD	<u>(5,070.95)</u>		

CURRENT COLLECTED

COUNTY	18.87%
COLLEGE	18.68%
RICE	27.73%
KERENS	35.50%
CORSICANA	18.81%
BARRY	18.23%
EMHOUSE	23.16%
RICHLAND	13.30%
GOODLOW	25.75%
*DAWSON	23.16%
*BG ISD	16.80%
*DAWSON ISD	15.17%
*RICE ISD	18.44%

*BEGINNING DATE OF COLLECTION BY NAVARRO COUNTY FOR THESE ENTITIES SEPT 1, 2005

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH OF NOVEMBER 20066

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	TAXES	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	NET TAXES DUE	MEMO ONLY ATTORNEY FEES
CURRENT TAXES						
COUNTY	937,088.47		937,088.47	18,742.41	918,346.06	-
ROAD & BRIDGE	155,274.68		155,274.68	3,105.76	152,168.92	-
FLOOD CONTROL	16,533.15		16,533.15	329.87	16,203.28	-
TOTAL	1,108,896.30	-	1,108,896.30	22,178.04	1,086,718.26	-
DELINQUENT TAXES						
COUNTY	32,947.71	10,139.44	43,087.15	861.85	42,225.30	7,962.29
STATE	-	-	-	-	-	-
ROAD & BRIDGE	5,622.26	1,730.17	7,352.43	147.09	7,205.34	1,395.41
FLOOD CONTROL	543.54	164.98	708.52	13.98	694.54	134.47
TOTAL	39,113.51	12,034.59	51,148.10	1,022.92	50,125.18	9,492.17
TOTAL ALLOCATION						
COUNTY	970,036.18	10,139.44	980,175.62	19,604.26	960,571.36	7,962.29
STATE		-		-		-
ROAD & BRIDGE	160,896.94	1,730.17	162,627.11	3,252.85	159,374.26	1,395.41
FLOOD CONTROL	17,076.69	164.98	17,241.67	343.85	16,897.82	134.47
TOTAL	1,148,009.81	12,034.59	1,160,044.40	23,200.96	1,136,843.44	9,492.17

COUNTY TAX REPORT
Prepared by Gail Smith
Navarro County Tax Office

AD VALOREM TAXES FOR THE YEAR ENDING SEPTEMBER 30, 2006

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	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	NET TAXES DUE	MEMO ONLY ATTORNEY FEES	% CURRENT COLLECTED
NAVARRO COUNTY								
CURRENT	10,487,159.50	-	100,006.73	10,587,166.23	211,738.11	10,375,428.12	38,105.67	10,897,426.16
DELINQUENT	375,296.41		142,837.01	518,133.42	10,362.04	507,771.38	84,846.44	%
TOTAL	10,862,455.91		242,843.74	11,105,299.65	222,100.15	10,883,199.50	125,952.11	96.75%
STATE								
DELINQUENT								
NAVARRO COLLEGE								
CURRENT	2,353,640.34		22,497.67	2,376,138.01	11,878.97	2,364,259.04	8,574.47	2,445,736.73
DELINQUENT	88,242.00		36,100.12	124,342.12	621.55	123,720.57	20,013.76	%
TOTAL	2,441,882.34		58,597.79	2,500,480.13	12,500.52	2,487,979.61	28,588.23	96.68%
CITY OF RICE								
CURRENT	53,922.53		1,180.01	55,102.54	275.53	54,827.01	175.25	57,216.56
DELINQUENT	2,886.83		851.82	3,738.65	18.69	3,719.96	726.86	%
TOTAL	56,809.36		2,031.83	58,841.19	294.22	58,546.97	902.11	94.43%
CITY OF KERENS								
CURRENT	171,303.22	1,969.69	2,815.21	172,148.74	860.69	171,288.05	630.27	179,447.83
DELINQUENT	7,453.02		2,293.57	9,746.59	48.72	9,697.87	1,831.47	%
TOTAL	178,756.24	1,969.69	5,108.78	181,895.33	909.41	180,985.92	2,461.74	95.39%
CITY OF CORSICANA								
CURRENT	5,426,459.83		35,932.37	5,462,392.20	36,115.28	5,426,276.92	14,218.89	5,582,659.22
DELINQUENT	110,136.53		50,158.69	160,295.22	13,090.62	147,204.60	28,704.07	%
TOTAL	5,536,596.36		86,091.06	5,622,687.42	49,205.90	5,573,481.52	42,922.96	97.66%

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NAVARRO COUNTY , TEXAS
AD VALOREM TAXES COLLECTED DURING THE YEAR ENDING
SEPTEMBER 30, 2006

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	NET TAXES DUE	MEMO ONLY ATTORNEY FEES	% CURRENT COLLECTED
CITY OF DAWSON								
CURRENT	54,113.72	-	927.66	55,041.38	502.35	54,539.03	396.18	58,611.96
DELINQUENT	3,761.32		1,395.25	5,156.57	367.64	4,788.93	963.35	%
TOTAL	57,875.04	-	2,322.91	60,197.95	869.99	59,327.96	1,359.53	92.18%
BLOOMING GROVE ISD								
CURRENT	1,370,287.09		16,049.48	1,386,336.57	10,864.32	1,375,472.25	6,474.39	1,453,904.18
DELINQUENT	65,222.48		23,435.12	88,657.60	6,185.01	82,472.59	16,452.80	%
TOTAL	1,435,509.57	-	39,484.60	1,474,994.17	17,049.33	1,457,944.84	22,927.19	95.84%
DAWSON ISD								
CURRENT	775,382.37	-	10,764.57	786,146.94	6,570.18	779,576.76	3,294.18	817,726.42
DELINQUENT	39,672.34	-	14,128.03	53,800.37	3,730.42	50,069.95	9,923.63	%
TOTAL	815,054.71	-	24,892.60	839,947.31	10,300.60	829,646.71	13,217.81	95.34%
RICE ISD								
CURRENT	896,610.85		19,211.08	915,821.93	9,285.48	906,536.45	5,498.06	947,757.24
DELINQUENT	61,000.02		21,261.87	82,261.89	5,620.57	76,641.32	14,935.23	%
TOTAL	957,610.87	-	40,472.95	998,083.82	14,906.05	983,177.77	20,433.29	94.61%

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES FOR THE YEAR ENDING SEPTEMBER 30, 2006

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	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	NET TAXES DUE	MEMO ONLY ATTORNEY FEES	% CURRENT COLLECTED
CITY OF BARRY								LEVY
CURRENT	11,824.08		156.30	11,980.38	98.17	11,882.21	14.42	12,259.38
DELINQUENT	407.94		201.73	609.67	52.47	557.20	112.00	%
TOTAL	12,232.02		358.03	12,590.05	150.64	12,439.41	126.42	96.44%
CITY OF EMHOUSE								LEVY
CURRENT	6,233.50		112.50	6,346.00	59.28	6,286.72	35.37	7,181.06
DELINQUENT	959.58		276.37	1,235.95	73.88	1,162.07	242.06	%
TOTAL	7,193.08		388.87	7,581.95	133.16	7,448.79	277.43	86.88%
CITY OF RICHLAND								LEVY
CURRENT	10,683.46		211.84	10,895.30	106.45	10,788.85	144.46	11,495.55
DELINQUENT	806.99		298.34	1,105.33	78.56	1,026.77	204.50	%
TOTAL	11,490.45		510.18	12,000.63	185.01	11,815.62	348.96	92.94%
CITY OF GOODLOW								LEVY
CURRENT	1,919.74		46.66	1,966.40	21.45	1,944.95	35.04	2,525.09
DELINQUENT	424.93		148.40	573.33	39.25	534.08	105.95	%
TOTAL	2,344.67		195.06	2,539.73	60.70	2,479.03	140.99	76.12%
GRAND TOTAL	22,375,810.62	1,969.69	503,298.40	22,877,139.33	328,665.68	22,548,473.65	256,658.77	

MEMO:

TOTAL COLLECTED 23,133,798.10

ALCOHOL PERMITS 4,795.50

TAX CERTIFICATES 24,090.00

INTEREST 10,397.39

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AGREEMENT FOR EASEMENT
ADJACENT TO OR CROSSING COUNTY ROADS

STATE OF TEXAS §

COUNTY OF NAVARRO §

KNOW ALL MEN BY THESE PRESENTS:

Trend Gathering & Treating **Builder** of a (pipeline, utility line, gas or sewer line) hereby contracts and covenants with **Navarro County** as follows:

I. Trend Gathering & Treating, is in the process of constructing a utility line in Navarro County, Texas and it is necessary to cross certain county roads located in precinct # 3, more fully described on the map attached hereto labeled Exhibit "A" ^{SE 23-20} and incorporated herein.

II. In consideration for Navarro County granting this permission through the issuance of a permit to lay a (pipeline, utility line, gas or sewer line) adjacent to or crossing said county roads above described in Navarro County, Texas, Trend Gathering & Treating, the **Builder**, herein warrants, agrees and covenants that all crossings shall be constructed as follows:

All county road crossings shall be (bored) ~~(trenched or cut)~~ and the lines crossing underneath such roads shall be cased or ^{thick walled, cathodically protected} ~~uncased pipe~~. The entrance and exit points of such utility lines shall be clearly marked by the **Builder** and utility line shall be placed at a depth no less than four feet underneath the County's bar ditches and road surfaces

Product type: Natural gas

Is this a new site: yes

What is the transport route: Beginning and End of Survey shown on attached

Exhibit "B"

SEE ATTACHMENT "A"

III. In consideration of the granting of this permission to lay a (pipeline, utility line, gas or sewer line) adjacent to or across the County's roads, the **Builder** warrants and covenants that any damages which may be caused to County property as a result of the construction of this easement shall be the responsibility of the **Builder** and the **Builder** warrants and covenants that the area where the boring takes place shall be repaired and put back in the same condition as it originally was before such construction took place.

IV. The County of Navarro and Trend Gathering & Treating, the **Builder** of this easement, hereby covenant and agree that for purposes of the work described in the above referenced paragraphs and according to the map attached hereto and incorporated herein, liquidated damages for the work herein described shall be One Thousand Dollars (\$1,000) per day, per violation, until such damages have been corrected and the County's requirements complied with. Such compliance shall be determined by the County Commissioner in whose precinct the work occurs. It is further understood and agreed that each crossing, should there be more than one crossing encompassing this Agreement, shall be considered as a separate possible violation per this Agreement and for purposes of assessing damages.

V. County hereby places Trend Gathering & Treating, the **Builder**, on notice and **Builder** hereby acknowledges that in addition to such damages above stated, the County could assess a

fine for failure of the Builder to obtain a permit requirement as set forth above, and such fine shall not exceed Five Hundred Dollars (\$500) per permit.

VI. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

VII. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Agreement are performable in Navarro County, Texas.

VIII. 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, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in the Agreement.

IX. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. The rights and remedies provided in this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

X. If, as a result of a breach of this Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Agreement, then the breaching party agrees to pay the other party the reasonable attorney's fees and costs incurred to enforce the Agreement

Builder:
Company Name: Trend Gathering & Treating, LP
Address: P O Box 7992
Tyler, TX 75711-7992
Phone Number: (903) 581-1674

Navarro County

Precinct # 3

300 West 3rd. Avenue, Suite 14
Corsicana, TX 75110
903-654-3030

EXECUTED this 11 day of December, 2007

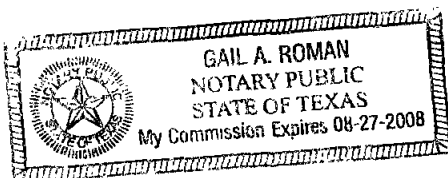
[Signature]
County Judge

Sworn to and subscribed before me, the undersigned authority, on this

11th day of December, 2007

[Signature]
Notary Public, State of Texas
Gail A. Roman

(seal)



Printed Name
08-27-2008
Commission Expires

485

x William Baldwin

County Commissioner, Precinct # 3

Sworn to and subscribed before me, the undersigned authority, on this

11th day of December, 2006

Gail A. Roman

Notary Public, State of Texas

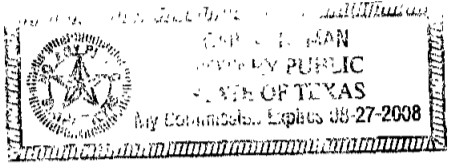
Gail A. Roman

Printed Name

08-27-2008

Commission Expires

(seal)



Trend Gathering & Treating, LP

By Mary A. Berry

Builder Mary A. Berry, Contract Agent

Sworn to and subscribed before me, the undersigned authority, on this

4th day of December, 2003 2006

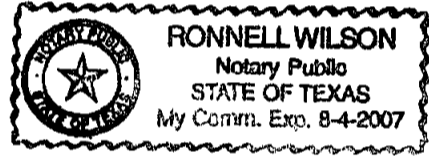
Ronnell Wilson

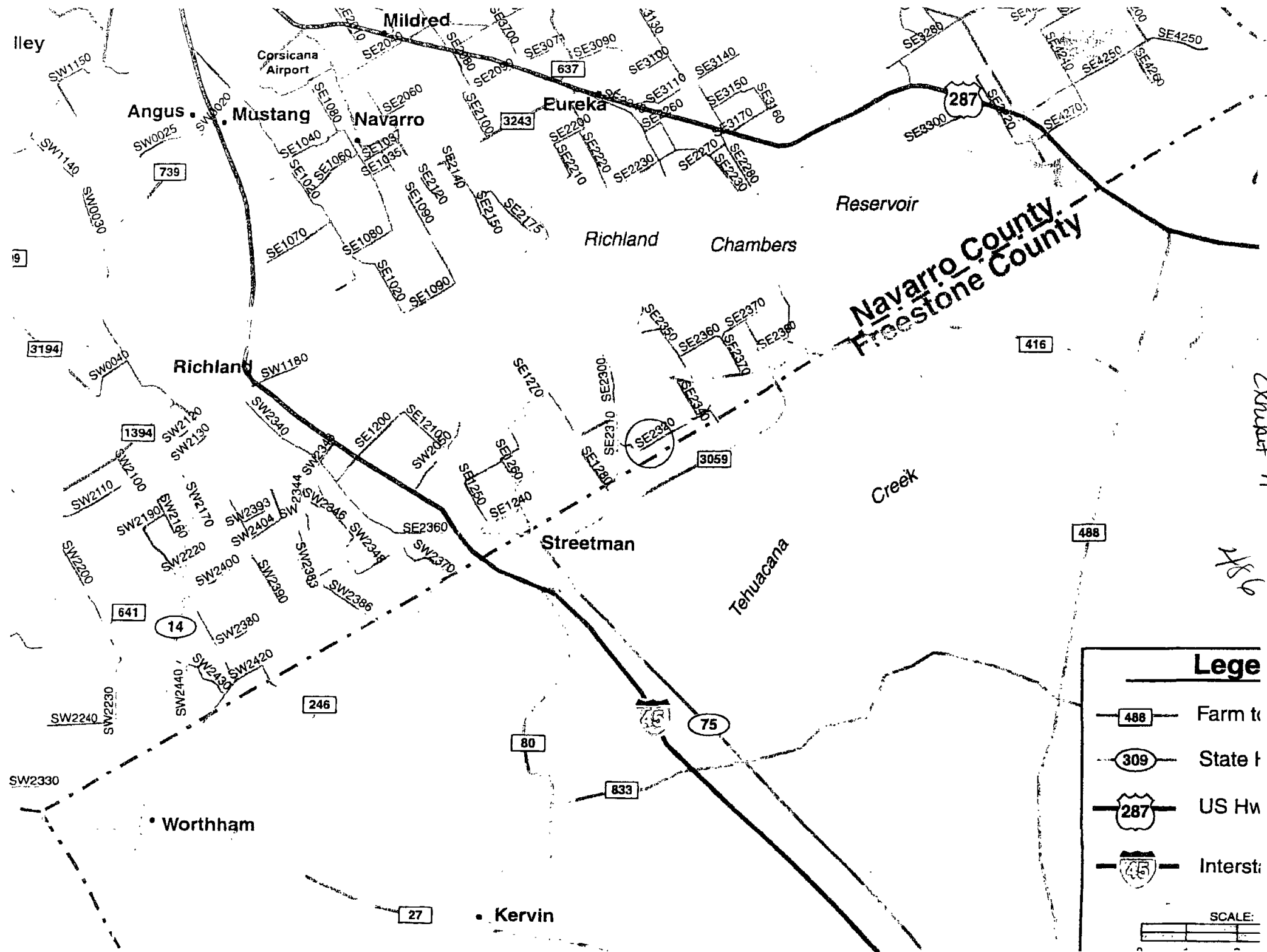
Notary Public, State of Texas

Printed Name

Commission Expires

(seal)





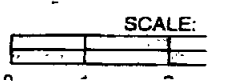
Navarro County
Freestone County

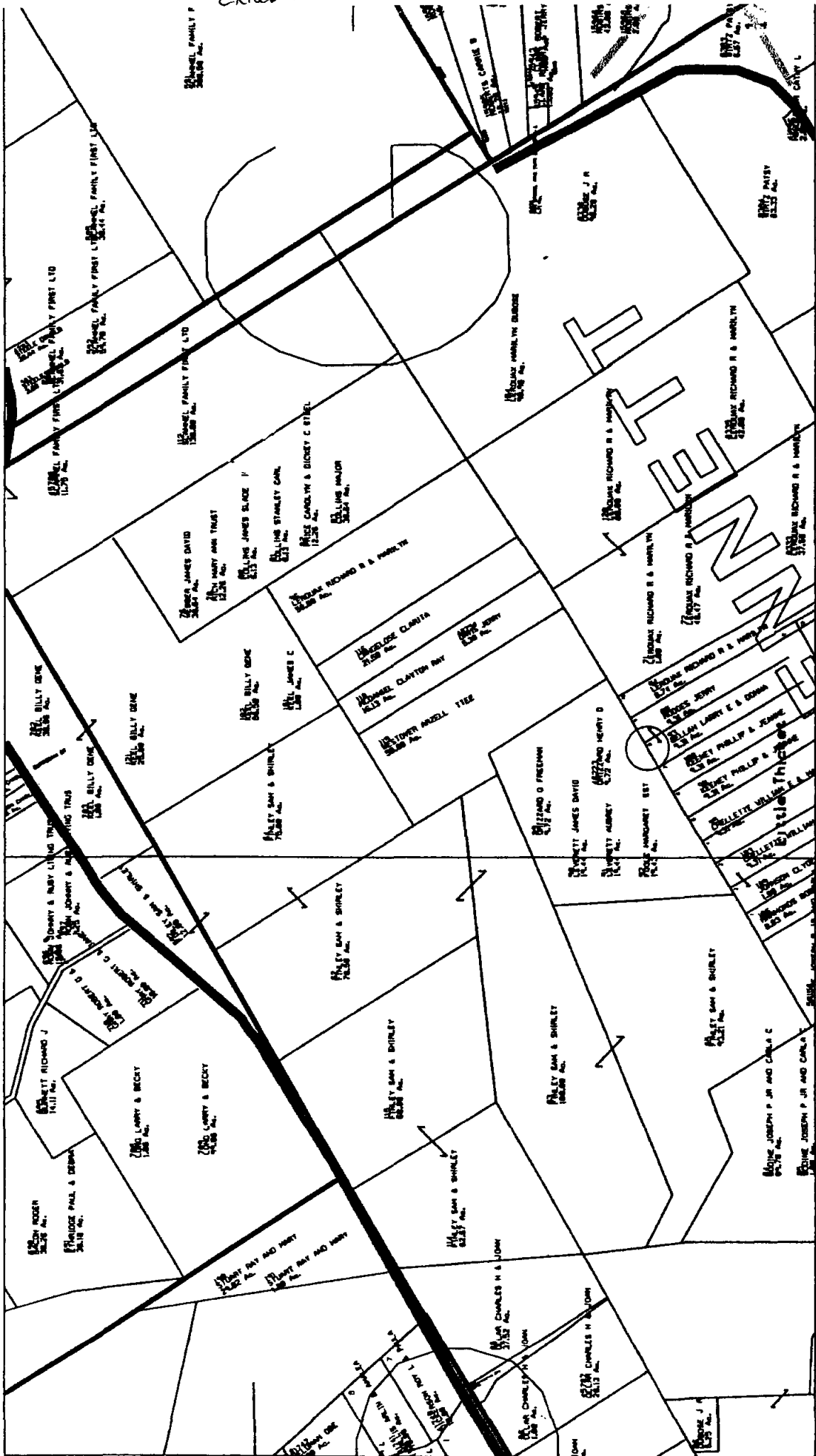
Exhibit "A"

486

Legend

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AGREEMENT FOR EASEMENT
ADJACENT TO OR CROSSING COUNTY ROADS

STATE OF TEXAS §

COUNTY OF NAVARRO §

KNOW ALL MEN BY THESE PRESENTS:

Trend Gathering & Treating Builder of a (pipeline, utility line, gas or sewer line) hereby contracts and covenants with Navarro County as follows:

I. Trend Gathering & Treating, is in the process of constructing a utility line in Navarro County, Texas and it is necessary to cross certain county roads located in precinct # 3, more fully described on the map attached hereto labeled Exhibit "A" and incorporated herein. ^{SE CR 2340}

II. In consideration for Navarro County granting this permission through the issuance of a permit to lay a (pipeline, utility line, gas or sewer line) adjacent to or crossing said county roads above described in Navarro County, Texas, Trend Gathering & Treating, the Builder, herein warrants, agrees and covenants that all crossings shall be constructed as follows:

All county road crossings shall be (bored) ~~(trenched or cut)~~ and the lines crossing underneath such roads shall be cased or ^{thick walled, cathodically protected} ~~uncased pipe~~. The entrance and exit points of such utility lines shall be clearly marked by the Builder and utility line shall be placed at a depth no less than four feet underneath the County's bar ditches and road surfaces

Product type: Natural gas

Is this a new site: yes

What is the transport route: Beginning and End of Survey shown on attached Exhibit "B"

SEE ATTACHMENT "A"

III. In consideration of the granting of this permission to lay a (pipeline, utility line, gas or sewer line) adjacent to or across the County's roads, the Builder warrants and covenants that any damages which may be caused to County property as a result of the construction of this easement shall be the responsibility of the Builder and the Builder warrants and covenants that the area where the boring takes place shall be repaired and put back in the same condition as it originally was before such construction took place.

IV. The County of Navarro and Trend Gathering & Treating, the Builder of this easement, hereby covenant and agree that for purposes of the work described in the above referenced paragraphs and according to the map attached hereto and incorporated herein, liquidated damages for the work herein described shall be One Thousand Dollars (\$1,000) per day, per violation, until such damages have been corrected and the County's requirements complied with. Such compliance shall be determined by the County Commissioner in whose precinct the work occurs. It is further understood and agreed that each crossing, should there be more than one crossing encompassing this Agreement, shall be considered as a separate possible violation per this Agreement and for purposes of assessing damages.

V. County hereby places Trend Gathering & Treating, the Builder, on notice and Builder hereby acknowledges that in addition to such damages above stated, the County could assess a

fine for failure of the Builder to obtain a permit requirement as set forth above, and such fine shall not exceed Five Hundred Dollars (\$500) per permit.

VI. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

VII. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Agreement are performable in Navarro County, Texas.

VIII. 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, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in the Agreement.

IX. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. The rights and remedies provided in this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

X. If, as a result of a breach of this Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Agreement, then the breaching party agrees to pay the other party the reasonable attorney's fees and costs incurred to enforce the Agreement

Builder:
Company Name: Trend Gathering & Treating, LP
Address: P O Box 7992
Tyler, TX 75711-7992
Phone Number: (903) 581-1674

Navarro County

Precinct # _____

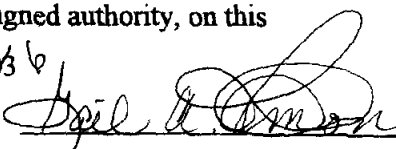
300 West 3rd. Avenue, Suite 14
Corsicana, TX 75110
903-654-3030

EXECUTED this 11 day of December, 2008.



County Judge

Sworn to and subscribed before me, the undersigned authority, on this 11th day of December, 2008.



Notary Public, State of Texas

(seal)

Gail A. Roman

Printed Name

08-27-2008

Commission Expires

[Signature]
County Commissioner, Precinct # 17

Sworn to and subscribed before me, the undersigned authority, on this
11th day of December, 2006

[Signature]

Notary Public, State of Texas

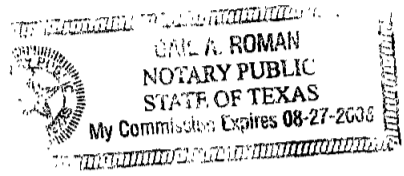
Gail A. Roman

Printed Name

08-27-2008

Commission Expires

(seal)



Trend Gathering & Treating, LP

By [Signature]

Builder Mary A. Berry, Contract Agent

Sworn to and subscribed before me, the undersigned authority, on this

4th day of December, 2003 2006

[Signature]

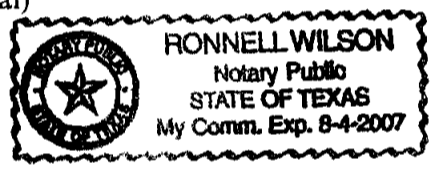
Notary Public, State of Texas

Ronnell Wilson

Printed Name

Commission Expires

(seal)



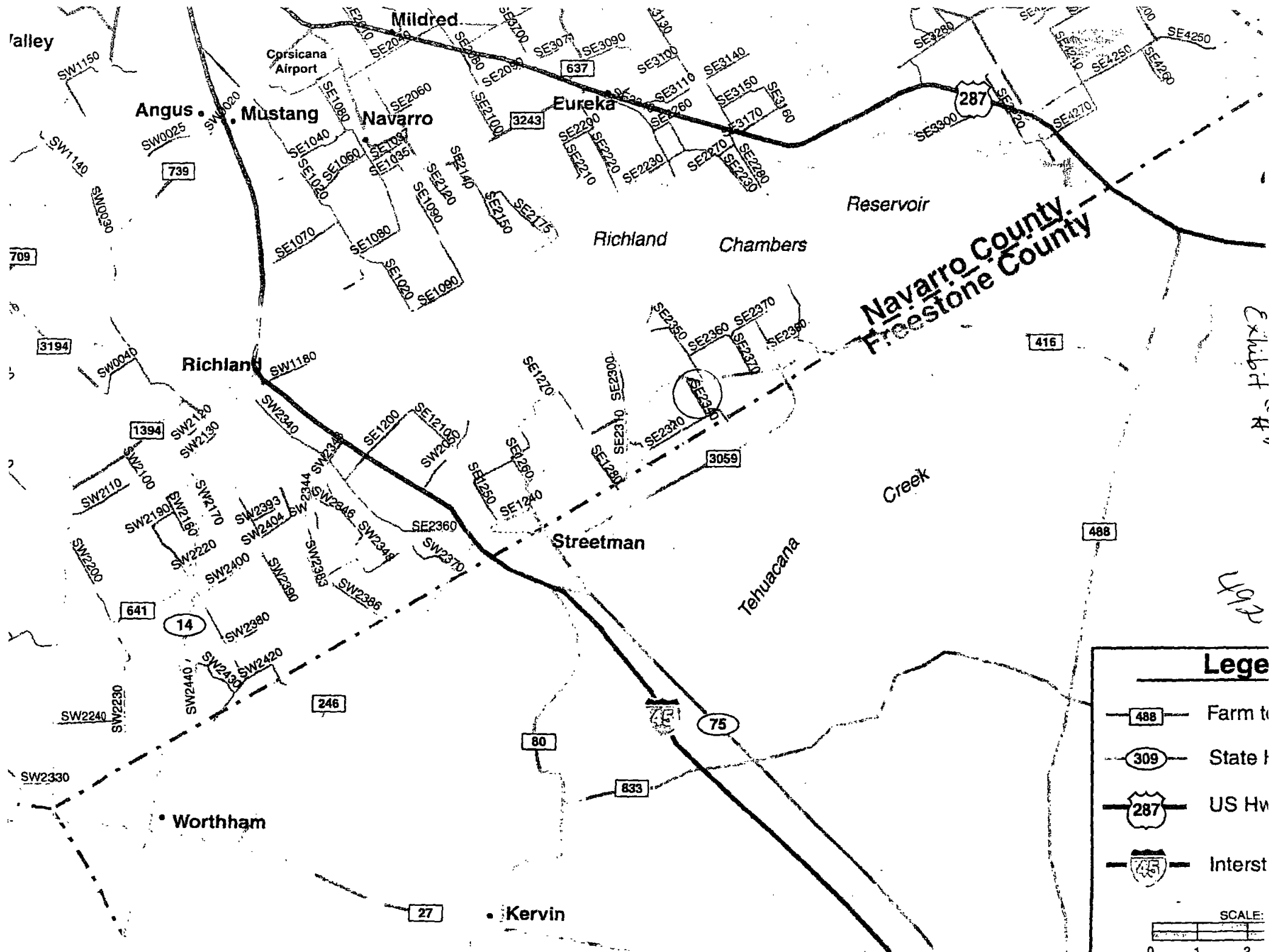






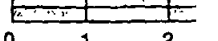
Exhibit "A"

7/6/77

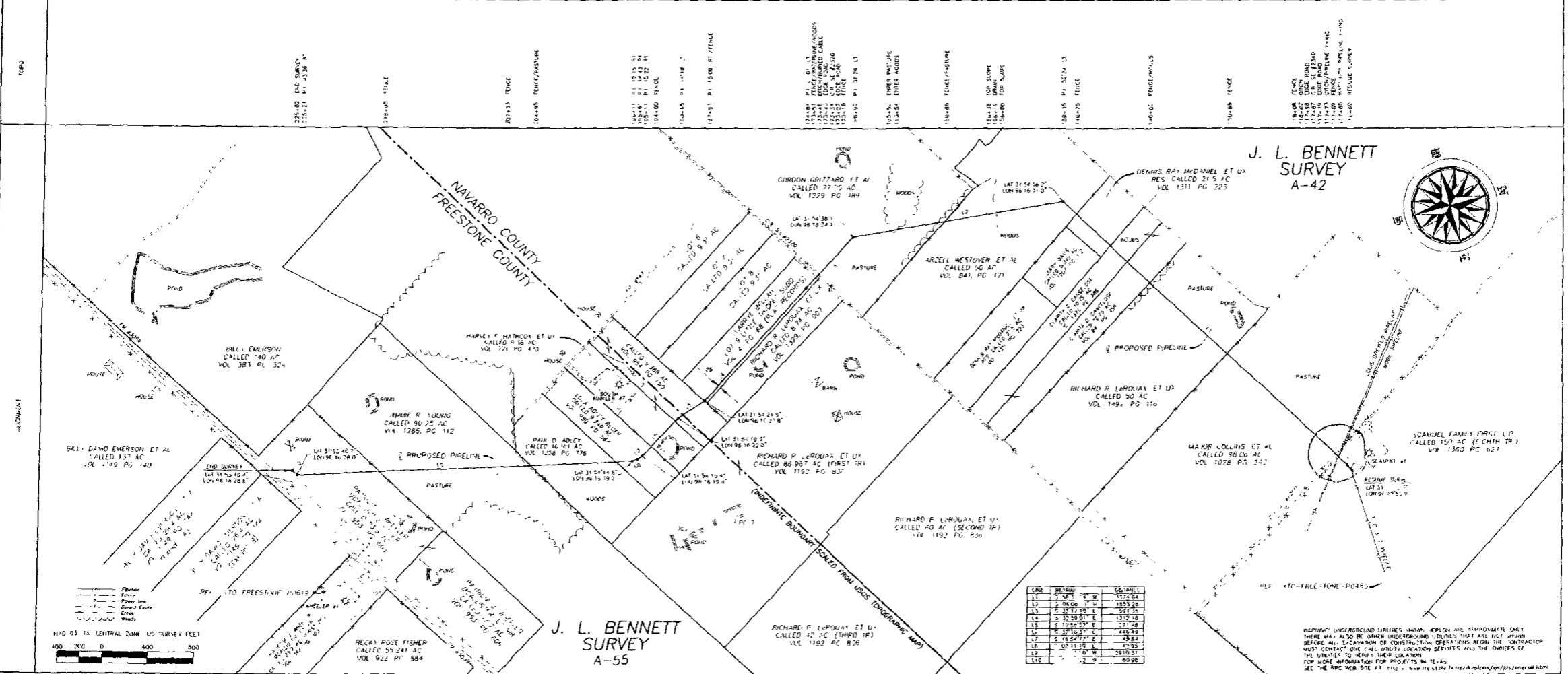
Legend

-  Farm to Market Road
-  State Highway
-  US Highway
-  Interstate

SCALE:



R/W NO	TR-13	TR-12	TR-11	TR-10	TR-09	TR-08	TR-07	TR-06	TR-05	TR-04	TR-03	TR-02	TR-01	R/W NO
OWNER/SHIP	PATRICIA J. WHEELER V.L. ALISTER ET AL CALLED 23.5 AC VOL 553 PG 605	JAMIE R. YOUNG CALLED 90.25 AC VOL 1265 PG 112	PAUL D. ADLEY CALLED 16.161 AC VOL 1256 PG 276	LOLA ADLEY REGER CALLED 9.343 AC VOL 989 PG 564	HARVEY F. HATHCOX ET AL CALLED 9.86 AC VOL 779 PG 470	LARRY BELLACH LOT 9 KEMWICK ACRES LITTLE HATCH ET SUBD VOL 4 PG 56 (PLAT RECORDS)	GORDON GRIZZARD ET AL CALLED 30 AC VOL 1279 PG 489	ARZELL WESTOVER ET AL CALLED 841 PG 471	DENNIS RAY MCDANIEL ET AL RES CALLED 21.5 AC VOL 1211 PG 223	LIAMITA D. CANGELOZE CALLED 10.75 AC VOL 1245 PG 186	RICHARD F. LAROUAY ET AL CALLED 40 AC VOL 1493 PG 11F	MAJOR COLLINS ET AL CALLED 98.00 AC VOL 1078 PG 242	SCAMMEL FAMILY FIRST L.P. CALLED 150 AC (EIGHTH TR) VOL 1360 PG 624	OWNER/SHIP
RODS	46.9 RODS	79.6 RODS	45.1 RODS	21.2 RODS	36.8 RODS	88.4 RODS	75.5 RODS	73.5 RODS	24.6 RODS	28.4 RODS	55.4 RODS	78.7 RODS	7.7 RODS	RODS
SURF/ABS	J. L. BENNETT SURVEY A-55						J. L. BENNETT SURVEY A-42						SURF/ABS	
COUNTY STATE	FREESTONE COUNTY, TEXAS						NAVARRO COUNTY, TEXAS						COUNTY STATE	



LINE	BEARING	LENGTH	COORDINATE
11	S 20° 11' 30" E	1272.54	1011.10
12	S 00° 00' 00" E	1855.28	1011.10
13	S 18° 17' 30" E	291.95	1011.10
14	S 20° 11' 30" E	1317.18	1011.10
15	S 12° 52' 00" E	371.28	1011.10
16	S 88° 16' 30" E	428.49	1011.10
17	S 16° 25' 00" E	48.82	1011.10
18	S 01° 11' 30" E	19.85	1011.10
19	T 88° 00' 00" E	2110.31	1011.10
20	T 00° 00' 00" E	60.98	1011.10

REMARK: UNDERGROUND UTILITIES SHOWN HEREON ARE APPROXIMATE ONLY. THERE MAY ALSO BE OTHER UNDERGROUND UTILITIES THAT ARE NOT SHOWN. BEFORE ANY EXCAVATION OR CONSTRUCTION OPERATIONS BELOW THE SURFACE, THE CONTRACTOR MUST CONTACT THE UTILITY LOCATION SERVICES AND THE OWNERS OF THE UTILITIES TO VERIFY THEIR LOCATION. FOR MORE INFORMATION FOR PROJECTS IN TEXAS, SEE THE RRC WEB SITE AT <http://www.rrc.state.tx.us/ohs/ops/gis/arcweb.htm>

CLASS	SYMBOL	DESCRIPTION
SCHEMATIC PIPE DETAIL	1	REINFORCED CONCRETE
LEGEND	2	PIPE
	3	VALVE
	4	MANHOLE
	5	WELL
	6	WATER METER
	7	WATER METER VALVE
	8	WATER METER BOX
	9	WATER METER PIT
	10	WATER METER CHAMBER
	11	WATER METER COVER
	12	WATER METER FLUSH VALVE
	13	WATER METER TEST LEAD
	14	WATER METER TEST LEAD VALVE
	15	WATER METER TEST LEAD BOX
	16	WATER METER TEST LEAD PIT
	17	WATER METER TEST LEAD CHAMBER
	18	WATER METER TEST LEAD COVER
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	83	WATER METER TEST LEAD COVER
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	88	WATER METER TEST LEAD COVER
	89	WATER METER TEST LEAD FLUSH VALVE
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	93	WATER METER TEST LEAD COVER
	94	WATER METER TEST LEAD FLUSH VALVE
	95	WATER METER TEST LEAD BOX
	96	WATER METER TEST LEAD PIT
	97	WATER METER TEST LEAD CHAMBER
	98	WATER METER TEST LEAD COVER
	99	WATER METER TEST LEAD FLUSH VALVE
	100	WATER METER TEST LEAD BOX

Exhibit "B"

490

RESOLUTION

STATE OF TEXAS §

COUNTY OF NAVARRO §

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

WHEREAS, Navarro County, hereinafter referred to as the Local Government owns a bridge located at Cedar Creek, on Drane Road, National Bridge Inventory (NBI) Structure Number 181750AA0531001, Local Designation Number AA0531-001; and

WHEREAS, Local Government owns a bridge located at Indian Creek, on CR NE 3010 Road, National Bridge Inventory (NBI) Structure Number 181750AA0353001, Local Designation Number AA0353-001; and

WHEREAS, Local Government owns a bridge located at Cow Creek Tributary on CR NE 3030 Road, National Bridge Inventory (NBI) Structure Number 181750AA0355001, Local Designation Number AA0355-001; and

WHEREAS, Local Government owns a bridge located at Briar Creek, on CR NE 0070 Road, National Bridge Inventory (NBI) Structure Number 181750AA0317001, Local Designation Number AA0317-001; and

WHEREAS, Local Government owns a bridge located at Richland Creek Relief, on CR NW 3140 Road, National Bridge Inventory (NBI) Structure Number 181750AA0588001, Local Designation Number AA0588-001; and

WHEREAS, Local Government owns a bridge located at Richland Creek, on CR SW 0030 Road, National Bridge Inventory (NBI) Structure Number 181750AA0501004, Local Designation Number AA0501-004; and

WHEREAS, Local Government owns a bridge located at Rush Creek, on CR NE 4060 Road, National Bridge Inventory (NBI) Structure Number 181750AA0376001, Local Designation Number AA0376-001; and

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WHEREAS, Local Government owns a bridge located at Indian Creek on CR NE 3040 Road, National Bridge Inventory (NBI) Structure Number 181750AA0307001, Local Designation Number AA0307-001; and

WHEREAS, Local Government owns a bridge located at Humphries Creek on CR NE 3120 Road, National Bridge Inventory (NBI) Structure Number 181750AA0284001, Local Designation Number AA0284-001; and

WHEREAS, Local Government owns a bridge located at Tupelo Branch on CR NE 1040 Road, National Bridge Inventory (NBI) Structure Number 181750AA0273001, Local Designation Number AA0273-001; and

WHEREAS, Local Government owns a bridge located at Grays Creek on CR NE 3210 Road, National Bridge Inventory (NBI) Structure Number 181750AA0267002, Local Designation Number AA0267-002; and

WHEREAS, Local Government owns a bridge located at Chambers Creek Tributary on CR NW 1250 Road, National Bridge Inventory (NBI) Structure Number 181750AA0227003, Local Designation Number AA0227-003; and

WHEREAS, a project to remedy each bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order 109589 dated February 26, 2004 for Control-Section-Job (CSJ) Numbers 0918-18-092, 0918-18-093, 0918-18-094, 0918-18-095, 0918-18-096, 0918-18-097, 0918-18-098, 0918-18-099, 0918-18-100, 0918-18-101, 0918-18-103; and

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

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

WHEREAS, under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, and below average per capita income, and above average unemployment, for certain years and in consideration of such EDC status for Navarro County for the Projects, the required local match fund participation has been adjusted to 35 percent; and,

WHEREAS, the estimated local match fund participation requirement on the approved federal off-system bridge projects is \$225,406.00, hereinafter referred to as the "participation-waived" project, such participation requirement the Local Government proposes be waived and in return perform or cause to be performed equivalent-match project structural improvement work.

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

<u>LOCATION</u> (and NBI structure identification number, if applicable)	<u>ON SCHOOL BUS ROUTE?</u>	<u>DESCRIPTION OF STRUCTURAL IMPROVEMENT WORK</u>	<u>ESTIMATED COST</u>
CR NW 1420 at Pecan Creek Local Design. No. AA0156-002 CSJ: N/A	Yes	Replace existing wooden bridge with new concrete bridge	\$27,382.00
CR NW 4300 at Richland Creek Relief Local Design. No. AA0123-001 CSJ: N/A	Yes	Replace existing wooden bridge with new concrete bridge	\$40,120.00
CR NW 1250 at Chambers Creek Trib. Local Design. No. AA0227-002 CSJ: N/A	Yes	Replace existing wooden bridge with new concrete bridge	\$52,539.00
CR NW 1250 at Chambers Creek Trib. Local Design. No. AA0227-003 CSJ: N/A	Yes	Replace existing wooden bridge with new concrete bridge	\$36,998.00
CR SE 0185 at Rush Creek Trib. Local Design. No. AA0374-001 CSJ: N/A	Yes	Replace existing wooden bridge with new concrete bridge	\$32,891.00
CR SE 4040 at Cow Creek Local Design. No. AA0384-001 CSJ: N/A	Yes	Replace existing wooden bridge with new concrete bridge	\$35,476.00

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

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

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- 5. The Local Government will be allowed three years after the contract award of the participation-waived project to complete the structural improvement work on the equivalent-match project(s).
- 6. Should this waiver request be approved, an appropriate written agreement or amendment to a previously executed agreement will be executed between the State and Local Government.

Passed and approved on this the 11 day of December 2006 by the Navarro County Commissioners Court

By: [Signature]
 Alan Bristol
 County Judge

By: [Signature]
 Kit Herrington
 Commissioner, Precinct 1

By: [Signature]
 Faith Holt
 Commissioner, Precinct 2

By: [Signature]
 William Baldwin
 Commissioner, Precinct 3

By: [Signature]
 John Paul Ross
 Commissioner, Precinct 4



499

NAVARRO COUNTY OFFICE OF PLANNING & DEVELOPMENT

Vicki Stoecklein – Administrator
Becky Garrett – Addressing
Stanley Young – Environmental Services
Robert Gray – Code Enforcement

www.co.navarro.tx.us
300 West Third Avenue.
Suite 16
Corsicana, TX 75110

Phone: (903) 875-3312

Fax: (903) 875-3314

PLANNING AND ZONING COMMISSION MINUTES

October 5, 2006

5:30 P.M.

County Conference room

The meeting was called to order with nine members present. The roll was called and the attendance was as follows:

Chairman Jacobson – present
David Martin – absent
Carroll Sigman – present
Benny Horn – absent
Dennis Bancroft – absent
Charles Irvine – present
Eben Dale Stover – absent

Vice Chairman Moe – present
Conrad Newton – absent
Wayne McGuire - present
Tom White – present
Dolores Baldwin – present
George Walker – present
Jeff Smith - present

The first item on the agenda was the approval of the minutes of the September 7, 2006, Planning and Zoning meeting. Motion to approve by Commissioner Irvine, second by Commissioner Smith, all voted aye.

Item # 3 on the agenda was consideration of special use permit #09-06-318 for Jim Prater. This request is for the use of a travel trailer while his home is under construction on lot 14 of Pearl Valley Estates Phase I. Motion to approve for a period of 6 months by Commissioner Irvine, second by Commissioner Sigman, all voted aye.

Item # 4 on the agenda was consideration of a final plat for Sandy Cove Ranch by John Putman. This property consists of 38 residential lots located in the Samuel Moore survey on SE 2360. Mr. Putman submitted letters of credit to insure completion of water and road construction. Motion to approve by Commissioner Walker, second by Commissioner White, all voted aye with the exception of Vice-Chairman Moe, who abstained.

500

Planning and Zoning Commission minutes

October 5, 2006

Page 2

Item # 5 on the agenda was consideration of special use permit #09-06-320 for Samson Lonestar, L.P. This request is for 3,000 ft. of pipeline located on SE 3250. Motion to approve by Commissioner Irvine, second by Commissioner Sigman, all voted aye.

Item # 6 on the agenda was consideration of special use permit #09-06-319 for Ralph and Berlanta Maddison. This request is for a travel trailer to be located on lot 33 of Chandler Landing. The Maddisons are building a home on lot 29, but because of the configuration of the lot, the builder has requested the travel trailer not be moved onto the lot until the foundation has been poured. Motion to approve for a period of 6 months by Commissioner White, second by Vice-Chairman Moe, all voted aye.

Item # 7 on the agenda was consideration of a replat of lots 3, 4, 5, 12, 13, and 14 of Rustling Oaks Phase III by David Kittrell. Mr. Kittrell owns all six lots and wants to combine them into one. Motion to approve by Commissioner Irvine, second by Commissioner McGuire, all voted aye.

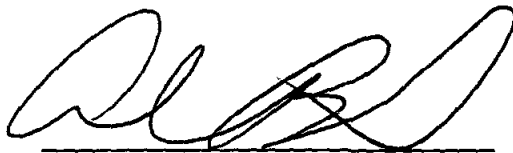
Adjourn.

NAVARRO COUNTY, TEXAS
BUDGET AMENDMENT
SUBMITTED FOR APPROVAL DECEMBER 11, 2006

In accordance with Section 111.010 (c) of the *Texas Local Government Code* the following amendment to the 2007 Operating Budget are submitted for your consideration and approval:

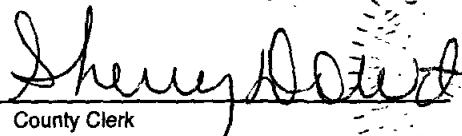
<u>DEPARTMENT</u>	<u>CATEGORY</u>	<u>AMOUNT</u>	<u>REMARKS</u>
<u>General Fund</u>			
101-404-320	Operating Equipment	\$ 41,615	Amendment for computer equipment and services provided according to contracts not considered in original FY 2007 budget.
101-404-575	Machinery & Equipment	35,315	
Net Budget Adjustment		<u>\$ 76,930</u>	

APPROVED this 11th day of December, 2006



County Judge

ATTEST:



County Clerk



501

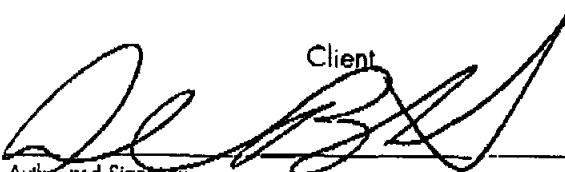
502

Purchase Agreement

This agreement is made and entered into this _____ day of _____, 20____, by and between ("Client") and Tyler Technologies, Inc. | The Software Group Division ("Tyler"), a Texas Corporation with its principal place of business at 6500 International Parkway, Suite 2000, Plano, Texas.

Equipment/Item Description	Qty	Unit Price	Extended Amount
System Rack of Servers & System Software See Addendum A No Deposit will be requested until 30 days prior to ordering equipment	1	\$27,741	\$27,741.00
Items within this Agreement will be invoiced the later of October 1, 2006 or the actual date of installation. Tyler will coordinate delivery schedule with Client.			Subtotal Charge \$ 27,741.00
<div style="border: 1px solid black; padding: 5px;"> <p>This agreement shall become a binding contract between the parties when accepted by the signature of an officer of Tyler at its home office.</p> <p>Client is advised to read the Terms and Conditions appearing on the reverse side of this agreement before signing below.</p> </div>			Installation \$ Included
			Purchase Price \$ 27,741.00
			Deposit (25%) \$ Waived

Client



Authorized Signature _____

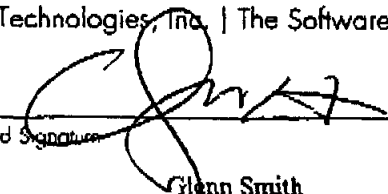
Alan Bristol

Print Name _____

County Judge

Title/Position _____

Tyler Technologies, Inc. | The Software Group Division



Authorized Signature _____

Glenn Smith

Print Name _____

President

Title/Position _____

503

**Navarro County Purchase Agreement
Addendum A**

Description	Qty	Unit Price	Extended Amount
Primary Database Server Upgrade Additional 2GB Main Memory. Change Transaction Logging Disks from 2x36GB to 2x72GB. Installation	1	\$1,724	\$1,724
Web/Application and JobServers Dell PowerEdge 1850 (1U) with Dual Xeon 2.8GHz 1MB cache processors, 1GB RAM, 2 x 36GB 10K O/S disks. Windows 2003 WEB Edition, dual Gigabit NIC's, active bezel, Rapid Rails, 5yr SD4HR service contract	2	\$4,267	\$8,534
Network Attached Storage PowerVault 745N (1U) Single 3.2GHz P4 processor, 1GB RAM, 4 x 250GB 7.2K SATA drives, Hardware RAID 5, Windows Storage Server 2003 Express, Rapid Rails, 5yr SD4HR service contract	1	\$6,169	\$6,169
LAN-side Switch, Gigabit 24-port Dell PowerConnect 2624 unmanaged switch, 24 Gigabit ports with 1 GigE/SFP combo port, 5yr SD4HR service contract	2	\$525	\$1,050
3rd Party Software Licensing			
SQL Server 2000 Per Processor License - Runtime	2	\$4,276	\$8,552
SA for SQL Server 2000 Per Processor License - Runtime	2	\$856	\$1,712
Note: The hardware on this page is intended to be additional hardware which will be necessary as part of extending the Odyssey environment from the District Clerk's implementation to other departments within Navarro County			
Total			27,741

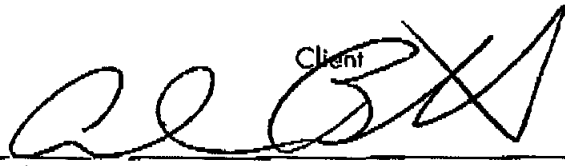
504

Purchase Agreement

This agreement is made and entered into this _____ day of _____, 20____, by and between ("Client") and Tyler Technologies, Inc. | The Software Group Division ("Tyler"), a Texas Corporation with its principal place of business at 6500 International Parkway, Suite 2000, Plano, Texas.

Equipment/Item Description	Qty	Unit Price	Extended Amount
System Rack of Servers & System Software See Addendum A	1	\$38,055	\$38,055.00
Personal Computers			
District Clerk's Office	6	\$1,457	\$8,742.00
PC Memory Upgrades	3	\$125	\$375.00
Printers			
HP Model 4250n Laser Printer	1	\$1,454	\$1,454.00
HP Model 2300 Laser Printer	2	\$1,200	\$2,400.00
Subtotal Charge			\$ 51,026.00
Installation			\$ Included
Purchase Price			\$ 51,026.00
Deposit (25%)			\$ 12,756.50

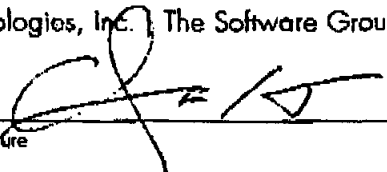
This agreement shall become a binding contract between the parties when accepted by the signature of an officer of Tyler at its home office.
Client is advised to read the Terms and Conditions appearing on the reverse side of this agreement before signing below.



 Authorized Signature
 Alan Bristol

 Print Name
 County Judge

 Title/Position

Tyler Technologies, Inc. | The Software Group Division


 Authorized Signature
 Glenn Smith

 Print Name
 President

 Title/Position

505-

**Navarro County Purchase Agreement
Addendum A**

Description	Qty	Unit Price	Extended Amount
Primary Database Server, Dual Processor, LTO-2 Backup Dell PowerEdge 2800 (5U) with Dual Xeon 3.0GHz processors, 2GB RAM, 2 x 36GB 15K O/S disks (RAID 1), 4 x 73GB 15K Database disks (RAID 5), 2 x 36GB 15K T/L disks (RAID 1), Windows 2003 Server Standard, dual 10/100/1000 NIC's, CD-RW / DVD-ROM, Rapid Rails, redundant power, 5yr SD4HR service contract, SILVER server support - and internal PowerVault 110T 200/400GB Ultrium-2 internal tape drive	1	\$11,905	\$11,905
			13,629.
Web/Application and JobServers Dell PowerEdge 1850 (1U) with Dual Xeon 2.8GHz 1MB cache processors, 1GB RAM, 2 x 36GB 10K O/S disks, Windows 2003 WEB Edition, dual Gigabit NIC's, active bezel, Rapid Rails, 5yr SD4HR service contract	2	\$4,267 ✓	\$8,534
Odyssey Controller Dell PowerEdge 1850 (1U) with Single Xeon 2.8GHz 1MB cache processors, 1GB RAM, 2 x 36GB 10K O/S disks (RAID 1), Windows 2003 Standard Edition, dual Gigabit NIC's, active bezel, Rapid Rails, redundant power, 5yr SD4HR service contract	1	\$4,594 ✓	\$4,594
Server Rack 24U (8 KVM and 1x3000VA UPS) Dell PowerEdge 24U server rack, 8-port KVM switch with cables for 8 servers, 2 x PDU 8-port, flat-panel 15" LCD display (1U) with keyboard and Rapid Rails, 1 x 3000VA UPS (2U) with network management card, 3yr NBDOS service contract, inside delivery and installation	1	\$5,844	\$5,844 7417.
Odyssey Backbone Switch, Gigabit 16-Port Dell PowerConnect 2716 web-managed switch, 16 Gigabit ports, 5yr SD4HR service contract	1	✓ \$429	\$429
LAN-side Switch, Gigabit 24-port Dell PowerConnect 2624 unmanaged switch, 24 Gigabit ports with 1 GigE/SFP combo port, 5yr SD4HR service contract	2	✓ \$525	\$1,050
3rd Party Software Licensing			
SQL Server 2000 Server License - Runtime (DC)	1	\$596	\$596
SA for SQL Server 2000 Server License - Runtime (DC)	1	\$120	\$120
SQL Server 2000 Device CAL - Runtime (DC)	10	\$131	\$1,310
SA for SQL Server 2000 Device CAL - Runtime (DC)	10	\$27	\$270
			} credit
GB-750 firewall appliance (unlimited users), 1yr warranty	1	✓ \$1,790	\$1,790
GB-750 2nd year warranty extension (optional)	1	✓ \$245	\$245
GB-750 Premium Plus Support, 1yr	1	✓ \$490	\$490
Veritas BackupExec for Windows v10.0 with 1yr maintenance	1	✓ \$499	\$499
Veritas BackupExec for Windows v10.0 media kit	1	✓ \$144	\$144
Veritas BackupExec for Windows v10.0 Remote Agent CAL Option with 1yr maintenance	1	✓ \$240	\$240
Total			38,055

freight
420.00

506

Purchase Agreement


This agreement is made and entered into this _____ day of _____, 20____, by and between Navarro County ("Client") and Tyler Technologies, Inc. | The Software Group Division ("Tyler"), a Texas Corporation with its principal place of business at 6500 International Parkway, Suite 2000, Plano, Texas.

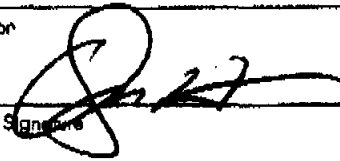
Hardware Install Location: Navarro County, Texas - Sheriff's Office System Administrator/Client Project Manager: _____
 Phone: _____

Equipment/Item Description	Qty	Unit Price	Extended Amount
Items within this Agreement will be invoiced the later of October 1, 2006 or the actual date of installation. Tyler will coordinate delivery schedule with Client.			
Public Access Web Server Dell PowerEdge 1650 (1U) with Dual Xeon 2.8GHz 1MB cache processors, 1GB RAM, 2 x 36GB 10K O/S disks (RAID 1), Windows 2003 Standard Edition, dual Gigabit NIC's, active bezel, Rapid Rails, redundant power, 5yr SD4HR service contract	1	\$4,893	\$4,893.00
Replicated Database Server, Dual Processor Dell PowerEdge 2850 (2U) with Dual Xeon 3.0GHz processors, 2GB RAM, 2 x 73GB 15K O/S, and T/L disks (RAID 1), 2 x 73GB 15K Database disks, Windows 2003 Server Standard, dual 10/100/1000 NIC's, Rapid Rails, redundant power, 5yr SD4HR service contract	1	\$8,100	\$8,100.00
SQL Server 2000 Per Processor License - Runtime (Judicial)	2	\$4,276	\$8,552.00
SA for SQL Server 2000 Per Processor License - Runtime (Judicial)	2	\$856	\$1,712.00
Blaster Advantage Label Label Printer	2	\$476	\$952.00
4.25" x 3" Labels	4	\$18	\$72.00
Document Scanners			\$0.00
Document Scanners (Includes SCSI Controller and Cable)	4	\$1,650	\$6,600.00
Barcode Scanners for File Tracking Software			
District Attorney's Office	2	\$1,095	\$2,190.00
County and District Clerk's Office	4	\$1,095	\$4,380.00
District Judges and County Court at Law Judges	2	\$1,095	\$2,190.00
Check Scanner			
Check Scanner for Odyssey Hot Check's	1	\$415	415.00
This agreement shall become a binding contract between the parties when accepted by the signature of an officer of Tyler at its home office.		Subtotal Charge	\$ 40,068.00
CLIENT IS ADVISED TO READ THE TERMS AND CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS AGREEMENT BEFORE SIGNING BELOW		Purchase Price	\$ 40,068.00
		Deposit (25%)	\$ Waived

Client

Tyler Technologies, Inc. | The Software Group Division

Navarro County
 County
Alan Bristol
 Contact Name (Print)
County Judge
 Title/Position

 Authorized Signature
12/7/05
 Date

Glenn Smith
 Contact Name (Print)
President
 Title/Position

 Authorized Signature

 Date

507

Software License Agreement

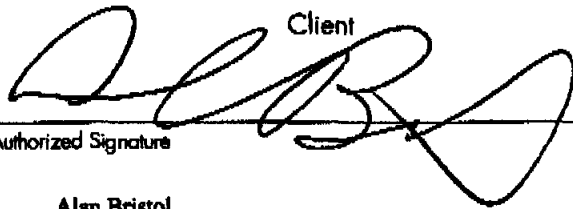
This agreement is made and entered into this 12 day of October, 2005 by and between ("Client") and Tyler Technologies, Inc. | The Software Group Division ("Tyler"), a Texas Corporation with its principal place of business at 6500 International Parkway, Suite 2000, Plano, Texas.

Equipment Configuration: Dell Rack Servers

Software Product/Item Description	License Fee/Amount
Odyssey Unified Case Management System District Clerk & Courts	115,000
Odyssey Early User Discount	(68,000)
Subtotal Charge	\$ 47,000
Installation	\$ -
Purchase Price	\$ 47,000
Deposit (25%)	\$ 11,750

This agreement shall become a binding contract between the parties when accepted by the signature of an officer of Tyler at its home office.
Client is advised to read the Terms and Conditions appearing on the reverse side of this agreement before signing below.

Client



Authorized Signature

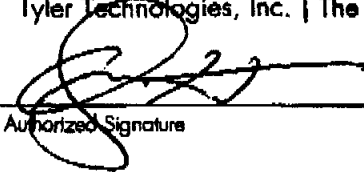
Alan Bristol

Print Name

County Judge

Title/Position

Tyler Technologies, Inc. | The Software Group Division



Authorized Signature

Glenn Smith

Print Name

President

Title/Position

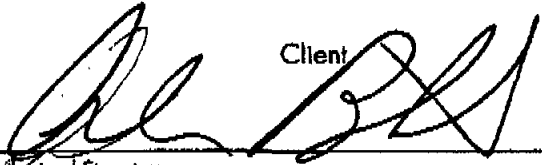
508

Purchase Agreement

This agreement is made and entered into this 12 day of October, 2005 by and between ("Client") and Tyler Technologies, Inc. | The Software Group Division ("Tyler"), a Texas Corporation with its principal place of business at 6500 International Parkway, Suite 2000, Plano, Texas.

Equipment/Item Description	Qty	Unit Price	Extended Amount
Professional Services			
Project Management Hours	80	\$125	\$10,000.00
Professional Service Hours	532	\$125	\$66,500.00
On-site / Off-site / Setup and Configuration Hours			
On Site Instruction Hours			
Conversion Services Hours			
*Items on this contract are invoiced as hours are used.			
Subtotal Charge			\$ 76,500.00
Installation			\$ Included
Purchase Price			\$ 76,500.00
Deposit (25%)			\$ 19,125.00

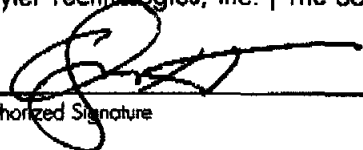
This agreement shall become a binding contract between the parties when accepted by the signature of an officer of Tyler at its home office.
 Client is advised to read the Terms and Conditions appearing on the reverse side of this agreement before signing below.


 Client

 Authorized Signature
Alan Bristol

 Print Name
County Judge

 Title/Position

Tyler Technologies, Inc. | The Software Group Division


 Authorized Signature
Glenn Smith

 Print Name
President

 Title/Position

22111
Doc # 3

509

Tyler Technologies, Inc.

The Software Group Division

August 26, 2005

Contract Change Order

for Document # 3

Navarro County

Description	Quantity	Units	Unit Price	Ext. Price
Server Rack 24U (8 KVM and 1x3000VA UPS) Dell PowerEdge 24U server rack, 8-port KVM switch with cables for 8 servers, 2 x PDU 8-port, flat-panel 15" LCD display (1U) with keyboard and Rapid Rails, 1 x 3000VA UPS (2U) with network management card, 3yr NBDOS service contract, inside delivery and installation	-1	EA	5,844.00	-5,844.00
Server Rack 42U (16KVM and 6000VA+UPS) Dell PowerEdge 42U server rack, 16-port KVM switch with cables for 16 servers, 3 x PDU 8-port, flat-panel 15" LCD display (1U) with keyboard and Rapid Rails, 3 x 3000VA UPS (2U) with network management card, 3yr NBDOS service contract, inside delivery and	1	EA	7,417.00	7,417.00

Wording Change:

The wording on the Purchase Agreement for Services should be changed from

Data Conversion of existing TSG applications to Odyssey Hours

Data Conversion of Tax Collections to Orion Hours

to

Conversion Services Hours

Notes:

This change order modifies the Agreement for the District Clerk's Odyssey Unified Case Management system project. The change order drops the smaller rack unit and adds a larger rack unit thus allowing for future expansion of the rack components as additional county offices may be added to the Odyssey environment.

THIS IS NOT AN INVOICE. Invoices will be sent upon installation and acceptance of equipment, software or services.

New Total (shipping charges not included):	\$1,573.00
---	-------------------

Prepared by:

Jim Adams
 6500 International Parkway
 Suite 2000
 Plano, Texas 75093
 (800) 966-6999 / (972) 713-3778 fax

Changes Authorized by:



 Authorized Signature Date 8/9/05

Navarro County



 Authorized Signature Date

The Software Group

COPY
Document # 4

Tyler Technologies, Inc.

Contract Change Order for

The Software Group Division

Navarro County

January 18, 2006



Description	Quantity	Units	Unit Price	Ext. Price
CANCELLED LICENSING (sales order 22181)				
SQL Server 2000 Server License - Runtime (DC)	-1	ea	596.00	-596.00
SA for SQL Server 2000 Server License - Runtime (DC)	-1	ea	120.00	-120.00
SQL Server 2000 Device CAL - Runtime (DC)	-10	ea	131.00	-1,310.00
SA for SQL Server 2000 Device CAL -Runtime (DC)	-10	ea	27.00	-270.00

This Contract Change Order applies to original contract by and between Navarro County and Tyler Technologies | The Software Group Division, signed by Alan Bristol (County Judge). The order of original contract specified above is cancelled by the Contract Change Order, and the total price of the original contract is adjusted by the amount specified below.

Total (shipping charges not included): -52,296.00

Prepared by:
Ted Tegtmeyer
6500 International Parkway
Suite 2000
Plano, Texas 75093
(800) 968-6999 / (972) 713-3778 fax

Changes Authorized by:

Authorized Signature _____ Date 1/24/06
Navarro County Judge

Authorized Signature _____ Date 1-24-06
Tyler Technologies | The Software Group

Doc # 5

Tyler Technologies, Inc.

Contract Change Order

for

The Software Group Division

Navarro County

December 22, 2005



Description	Quantity	Units	Unit Price	Ext. Price
RETURN (sales order 22181)				
HP LaserJet 2430dtn printer	-2	ea	1,200.00	-2,400.00
PC Memory Upgrade	-3	ea	125.00	-375.00
PURCHASE				
Fujitsu fi-5120o document scanner, 25pps, 50-sheet autofeeder (no flatbed), 6ft. USB cable included	3	ea	1,006.00	3,018.00
Total (shipping charges not included):				\$243.00

Prepared by:

Tod Tegtmeyer
 6500 International Parkway
 Suite 2000
 Plano, Texas 75093
 (800) 966-6999 / (972) 713-3778 fax

Changes Authorized by:

Marilyn Allen 12-22-05
 Authorized Signature Date

Navarro County

Tod Tegtmeyer 12/22/05
 Authorized Signature Date

Tyler Technologies | The Software Group

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2007 Memorandum of Agreement
between,
the North Texas HIDTA Executive Board,
Navarro County, Texas and Mona Neill

This memorandum of agreement is made by and between the Executive Board of the North Texas High Intensity Drug Trafficking Area ("EB NORTH TEXAS HIDTA"), Navarro County, Texas ("NAVARRO COUNTY") and Mona Neill (contractor).

The EB NORTH TEXAS HIDTA desires to have Mona Neill to serve as its Director and to perform certain services for and on its behalf as enumerated herein, together with such additional duties and responsibilities as may be agreed upon from time to time between Mona Neill, the Office of National Drug Control Policy (ONDCP) and the EB North Texas HIDTA, and

Mona Neill desires to provide the above referenced certain personal services for or on behalf of the EB NORTH TEXAS HIDTA acting as its Director; and

Acknowledging that Navarro County will be the contracting agency for Mona Neill providing the funds for her salary, fringes, and other benefits as has been approved for by the EB NORTH TEXAS HIDTA with funds provided for within the grant; and

In consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties memorialize their agreement as follows:

1. **Effective Date:** This Agreement, upon approval by the EB NORTH TEXAS HIDTA and in coordination with NAVARRO COUNTY, shall be effective as of January 1, 2007.
2. **Term of Agreement:** Subject to the contingencies set forth in paragraphs 3 and 11 below, this Agreement is for a term of 12 months from the effective date. Thereafter, this Agreement will be considered by NAVARRO COUNTY with approval of the EB NORTH TEXAS HIDTA for renewal for subsequent 12 month terms provided:
 - A. The Director notifies the EB NORTH TEXAS HIDTA and NAVARRO COUNTY, in writing, no later than 120 days prior to the expiration of the term that he/she desires to seek an extension; and,
 - B. Any requested modifications to the existing terms, by either the Director or the EB NORTH TEXAS HIDTA, shall be

submitted in writing to the EB NORTH TEXAS HIDTA no later than 60 days prior to the expiration of the term.

If the parties are unable to agree on the terms of any proposed extension prior to the expiration of the term, or if the Director fails to notify the EB NORTH TEXAS HIDTA in accordance with paragraph 2A, this Agreement shall terminate.

3. **Contingency:** All parties understand that this Agreement will not be renewed or be effective beyond the first twelve (12) months unless NAVARRO COUNTY receives funding for the fiscal year in which the renewal or extended term falls.
4. **Services to be provided by the Director:** Mona Neill agrees to perform the duties of the Director, North Texas HIDTA, as specified by the EB NORTH TEXAS HIDTA, and the ONDCP, including but not limited to the following:
 - A. Develop and submit, with the concurrence of the EB NORTH TEXAS HIDTA, the four major requirements of the HIDTA Program: Threat Assessment, Strategy, Initiatives/Budget and Annual Report.
 - B. Exercise programmatic, administrative and fiscal oversight and support of all HIDTA initiatives and ensure they are in compliance with the ONDCP/HIDTA Program Guidance and other program requirements. However, the Director shall not exercise operational control of law enforcement initiatives.
 - C. Exercise reprogramming authority consistent with the HIDTA Program Guidance.
 - D. Maintain accountability of all equipment purchased with HIDTA funds through an inventory system.
 - E. Assist HIDTA agencies in establishing and recording the outputs for each initiative and the outcomes of the North Texas HIDTA.
 - F. Assist HIDTA agencies in establishing and recording the outputs for each initiative to the overall HIDTA strategy.
 - G. Facilitate the flow of information between and among the initiatives and supporting agencies. Promote regional and national cooperation, as appropriate.
 - H. Provide advice to the EB NORTH TEXAS HIDTA concerning the status direction and success of the HIDTA initiatives, programs and requirements from ONDCP.

- I. In response to time sensitive administrative and programmatic tasking, make decisions on behalf of the EB NORTH TEXAS HIDTA based upon the previous direction, decisions and knowledge of the EB NORTH TEXAS HIDTA.
 - J. Ensure continuous dialogue among members of the Executive Board. Be fair and impartial in pursuit of projects and programs aimed at achieving the maximum benefit for the HIDTA.
 - K. Perform HIDTA travel only to represent or fulfill requirements of the Executive Board or the national ONDCP/HIDTA program.
 - L. Perform additional duties/requirements identified by the Executive Board which must be consistent with ONDCP/HIDTA Program Guidance and deemed necessary to enhance the HIDTA Program.
 - M. With the concurrence of the Executive Board and the Director, NAVARRO COUNTY will hire staff personnel for the North Texas HIDTA, for positions which have been approved and funded by the ONDCP. The Director will provide daily supervision and other required management functions for these individuals.
5. **Limitation of the Director's Authority:** Notwithstanding anything to the contrary in paragraph 4 above, the Director will have no authority whatsoever over and no duty with respect to any operational control of law enforcement by the North Texas HIDTA. The Director will not be held responsible for the actions or omissions of any law enforcement personnel working on or on behalf of the North Texas HIDTA, including, but not limited to, any alleged failure to adequately train, direct, or supervise such personnel.
6. **Obligations of North Texas HIDTA:** North Texas HIDTA shall authorize the following payments and expenditures to the Director, through a cooperative agreement between Navarro County, Texas and the ONDCP:
- A. Office facilities and the necessary office furnishings, equipment and accouterments for the Director to perform the services and duties contemplated in paragraph 4 above including but not limited to the following:
 - 1) Automobile: The Director will be provided with a monthly vehicle allowance of \$500.00 per month. The Director shall be responsible for gas, insurance, registration, maintenance, repairs, and any other vehicle related expenses.
 - 2) Cellular Telephone: The Director will be required to obtain a cellular

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telephone for official, North Texas HIDTA business. The Director will be provided a monthly cell phone allowance of \$75.00.

- 3) **Other Expenses:** The Director will be reimbursed for approved travel related expenses and fees for conferences and training which are incurred while performing the services contained in this Agreement. Such requests for reimbursement must have the prior written approval of the Chairman or the Vice-Chairman of the Executive Board.

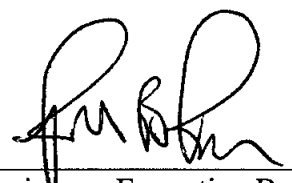
B. Public officials' liability insurance will be provided to the Director.

C. The North Texas HIDTA shall authorize salary to the Director of an annual sum equivalent to a GS 15 Step 1 on the approved 2007 Federal GS pay scale for the Dallas-Fort Worth locality pay rate, plus a 30% allowance for fringe benefits for the services provided by the Director, to be paid in equal installments.

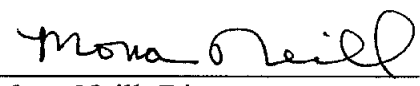
- 7. **Payment and Expense Reimbursement Processing:** Payment for expenses shall be on the same schedule as salary and shall be provided under the terms of a cooperative agreement between Navarro County, Texas and ONDCP. The Director shall submit expenses, with attached original receipts, to the Navarro County Auditor, Corsicana, Texas.
- 8. **Taxes:** The Director shall be solely responsible for filing his/her own withholding of any and all federal, state and local tax consequences that result from his receipt of any payments or reimbursements paid in accordance with this Agreement.
- 9. **Annual Leave; Sick Leave and Holidays:** The Director shall be entitled to ~~30~~ 35 personal days, per year, and all Federal holidays. Personal days will be reported to and tracked by the Chairman of the Executive Board. Personal days not used by December 31st are eligible to be rolled over upon the approval of the Executive Board and shall not exceed a total of 240 hours per year.
- 10. **Annual Performance Appraisal:** The Director will undergo an annual Performance Appraisal, to be completed by November 1st of each year.
- 11. **Early Termination:** Early termination of this Agreement, with or without cause, will be allowed only by the 2/3 majority approval, of the full Executive Board.
- 12. **Assignability:** Neither this Agreement nor any duties or obligations under it shall be assignable without the prior written consent of the parties. In the event of an assignment to which the parties have consented, the assignee or the assignee's legal representative shall agree in writing to personally assume, perform, and be bound by all the covenants, obligations, and agreements contained herein.

- 13. **Amendment:** This Agreement may not be modified, altered or amended in any manner except by agreement in writing duly executed by each of the parties hereto.
- 14. **Governing Law:** This Agreement shall be construed and interpreted pursuant to the laws of the State of Texas. Any dispute arising out of this Agreement shall be submitted to the jurisdiction of any state or federal court in Dallas County, Texas.
- 15. **Authority:** Any person signing this Agreement on behalf of any party hereby represents and warrants in his or her individual capacity that he or she has full authority to do so on behalf of such party.
- 16. **Prior Agreements:** Upon execution of this Memorandum of Agreement, all previous agreements, signed or otherwise, will be rendered null and void.

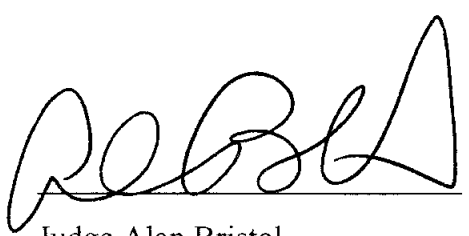
DATED this ____ day of _____, 2006



Chairman, Executive Board
North Texas HIDTA



Mona Neill, Director
North Texas HIDTA



Judge Alan Bristol
Navarro County, Texas

5/17

INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN

NAVARRO COUNTY, TEXAS

AND

NORTH TEXAS HIDTA

AND

Kevin Kelley

THIS AGREEMENT is entered into by and between Navarro County, the North Texas High Intensity Drug Trafficking Area, and Kevin Kelley (“the Contractor”).

1. Independent Contractor. Subject to the terms and conditions of this Agreement, Navarro County hereby engages the Contractor as an independent contractor to perform the services set forth herein with North Texas HIDTA, and the Contractor hereby accepts such engagement.
2. Duties, Terms, and Compensation. The Contractor’s duties, term of engagement, compensation and provision for payment thereof shall be set forth in and attached as Exhibit A, which may be amended in writing from time to time.
3. Expenses. During the term of this Agreement, the Contractor shall timely bill and Navarro County shall reimburse only approved, specified expenses, which are incurred in connection with the performance of the duties hereunder.
4. Written Reports. The contractor shall provide progress reports and a final results report upon request from Navarro County.
5. Termination. 1) Navarro County may immediately terminate this Agreement for cause at any time by written notice. 2) Termination will be effective upon delivery of written notice. 3) Either party may terminate this Agreement with or without cause at any time by 30 days written notice. At the termination of this Agreement, the Contractor shall receive as his/her sole compensation payment for services actually performed in accordance with the payment provision in Exhibit A hereof plus any expenses to which he/she is due and owing at the time of the termination.

6. **Independent Contractor.** This Agreement shall not render the Contractor an employee, partner, agent of, or representative of Navarro County, or any participating agency with the NT HIDTA for any purpose. The Contractor is and will remain an independent contractor in his/her relationship to Navarro County and the NT HIDTA. The NT HIDTA and Navarro County shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. NT HIDTA and Navarro County are not responsible for nor will they otherwise provide retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
7. **Choice of Law.** The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
8. **Arbitration.** Notwithstanding anything to the contrary contained in this Agreement, each party hereby agrees that no claim or dispute between Navarro County and the Contractor arising out of, or relating to this Agreement shall be decided by any arbitration proceeding including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Section 1-14) or any applicable state arbitration statute, provided that in the event that Navarro County is subject to an arbitration proceeding, notwithstanding this provision, the Contractor consents to be joined in the arbitration proceeding if the Contractor's presence is required or requested by Navarro County for complete relief to be accorded in the arbitration proceedings.
9. **Remedies.** No remedies or rights herein conferred upon the parties are intended to be exclusive of any remedy or right provided by law, but each shall be cumulative and shall be in addition to every other remedy or right given hereunder or now or thereafter existing at law or in equity.
10. **Headings.** Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.
11. **Waiver.** Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.
12. **Assignment.** Neither the Contractor nor Navarro County shall sell, assign, or transfer any rights or obligations under this Agreement in whole or in part without prior written consent of the other party.

- 13. Notices. Any and all notices, demands, or other communication required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice of demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to the Contractor:

If to Navarro County: Paulo Welch
 Auditor, Navarro County
 Navarro County Courthouse
 300 W. 3rd Avenue
 Corsicana, Texas 75110

If to the NT HIDTA: North Texas HIDTA Executive Board
 8404 Esters Blvd., Suite 100
 Irving, Texas 75063

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

- 14. Indemnification. Contractor agrees to indemnify, defend and hold harmless all the NT HIDTA participating agencies and their respective officials, employees, agents, contractors, successors and assignees, in either their official or individual capacities, from and against any and all liabilities, claims, demands, damages, actions, losses or costs (including any costs incurred by attorneys representing any of them) arising out or any breach of this Agreement or performance of services hereunder and caused by and/or resulting from the negligence or willful misconduct of the Contractor.
- 15. Release. Contractor does hereby release, acquit and forever discharge Navarro County, NT HIDTA and the Executive Board, collectively referred to in this paragraph as NT HIDTA of any and all debts, damages, claims, causes of action, suit, liabilities, and demands of whatever nature which Contractor might now have or that might subsequently accrue by reason of any matter arising out of any related work performance of this position and particularly growing out of or in any way connected, directly with the provisions of this Agreement.

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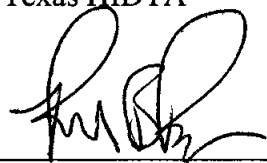
- 16. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
- 17. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understanding, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
- 18. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.
- 19. Miscellaneous Provisions:
 - a. This Agreement shall not bestow any rights upon any third party but rather shall bind and benefit the Contractor and Navarro County only.
 - b. Failure of either party to insist on the strict performance of any of the agreement herein or to exercise any right or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by all appropriate remedies.
 - c. The officer executing this Agreement on behalf of the parties hereby confirms that such officers have full authority to execute this Agreement and to bind the party he/she represents.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year written below. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Navarro County

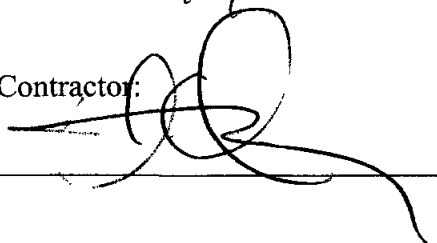
North Texas HIDTA

By: 

By: 

Date: 12/11/06

Date: 11/17/06

Contractor: 

Date: 11/17/06

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**EXHIBIT A
DUTIES, TERMS AND COMPENSATION
FOR THE POSITION OF INTELLIGENCE ANALYST/IT ASSISTANT
WITH NORTH TEXAS HIDTA**

1. **DUTIES:** The Information Technology Manager will provide the day to day supervision for the contractor and the North Texas HIDTA Director will evaluate the overall performance of the Contractor. The daily duties of the contractor will include but not be limited to:
 - A. Provide daily assistance to the Information Technology Manager with the management of the Local Area Network, Wide Area Network, Virtual Private Network, and Internet Connection through the North Texas HIDTA servers.
 - B. As required, perform routine maintenance with guidance from the Information Technology Manager and emergency operations on Compaq Proliant 6400R, 5500R, 1600R and Gateway 8200R and ALR7200 servers. Also assist in the maintenance of Cisco routers, switches and firewalls. Maintenance and emergency operations will be provided for equipment located at the main North Texas HIDTA office and remote locations as directed. Travel to remote locations shall be in accordance with Section 4. b. of this exhibit.
 - C. Assist in inventories of equipment and assist in procurement, recycling and disposal of equipment as requested by the Information Technology Manager.
 - D. Assist federal, state and local law enforcement agency representatives to maintain and integrate computer network equipment associated with the North Texas HIDTA.
 - E. Provide, as necessary, daily fault analysis and assistance in the operation of approximately 150 law enforcement user workstations consisting of Gateway, Dell and other PC's. Also provide assistance with printers, scanners, monitors and other computer related equipment. Assist in the evaluation of compatibility of new equipment with existing systems. Provide instruction and/or training as required for users.
 - F. Provide daily assistance and operation of the network operating system, currently utilizing Novell Netware 5, GroupWise e-mail. Assist Information Technology Manager with necessary upgrades of network and workstation software.
 - G. Provide assistance to the Information Technology Manager with fault analysis and implementation of a variety of user software programs at the North Texas HIDTA.

- H. Must be approved for a Law Enforcement National Security Clearance.
 - I. Additional duties may be assigned at the Discretion of the North Texas HIDTA Director and the Information Technology Manager.
 - J. Working hours will be established by the North Texas HIDTA Director and will generally follow 8:30pm to 5:00pm with 1/2 hour allowed for lunch. Emergency operations that require contractor to provide assistance outside the normal working hours will be counted as compensatory time towards the required workweek not to exceed 40 hours per week.
2. **TERM:** This engagement shall commence on 1/1/07 and shall continue in full force and effect until December 31, 2007. The Agreement will be reviewed and renewed annually (subject to the contingency set forth below and acceptable performance by the Contractor) or to any changes agreed to in writing by both parties.
3. **CONTINGENCY:** Notwithstanding anything to the contrary in paragraph 2 above, this Agreement will not be renewed or be effective for any term exceeding the initial Term described above unless Navarro County receives grant funding for North Texas HIDTA for the fiscal year in which the renewal or extended term falls.
4. **COMPENSATION:**
- a. **Wages:** Navarro County, upon recommendation of the Director, North Texas HIDTA, shall authorize payment to the Contractor for services provided by the Contractor for the term of this Agreement. Payment will consist of an annual sum equivalent to a GS 11 step 1 on the approved 2007 Federal GS pay scale for the Dallas-Fort Worth locality, plus a 30% allowance for fringe benefits to be paid in equal installments. Overtime will not be authorized.
 - b. **Expenses:** Contractor will be reimbursed by Navarro County for approved North Texas HIDTA related travel and training, as detailed in the Navarro County Policies and Procedures Guide.
 - c. **Time off:** Contractor will be entitled to 25 personal days, per year, and all Federal Holidays. Personal days will be reported and tracked by the North Texas HIDTA Director. Personal days not used by December 31st are not eligible to be rolled over at the end of this agreement. Personal days used will be approved in advance. All other time off from regular scheduled workdays will be Leave Without Pay (LWOP) and must be approved in advance.
 - d. **Cellular Telephone Allowance:** This position will be provided a monthly cellular telephone allowance of \$75 per month. This expense should be added to the contractor's annual compensation and will be paid with other wages and approved expenses.
5. **RESPONSIBILITIES OF NAVARRO COUNTY:** As the fiscal agent for the North Texas HIDTA, Navarro County has been designated by the NT HIDTA Executive Board to administer the cooperative agreement contract between ONDCP by

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supplying the ONDCP the proper documentation regarding any payment due to the Contractor and disbursing such funds to the Contractor. Payment by Navarro County to the Contractor does not create any special employment relationship and is not to be construed in any way to alter the Contractor's status.