

NAVARRO COUNTY COMMISSIONER'S COURT

A SPECIAL MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON MONDAY, 26TH DAY OF NOVEMBER, 2007 AT 10:00 A.M., IN THE NAVARRO COUNTY COURTHOUSE, CORSICANA, TEXAS. PRESIDING JUDGE H.M. DAVENPORT, COMMISSIONER'S PRESENT KIT HERRINGTON, FAITH HOLT, WILLIAM BALDWIN, AND JAMES OLSEN.

1. MOTION TO CONVENE BY BALDWIN SEC BY HOLT  
ALL VOTED AYE
2. PRAYER BY COMMISSIONER OLSEN
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENTS- NO COMMENTS

**CONSENT AGENDA**

ITEMS 5-10 MOTION TO APPROVE CONSENT AGENDA BY OLSEN SEC BY JUDGE DAVENPORT ITEM 7 & 8 MOVED TO REGULAR AGENDA  
ALL VOTED AYE

5. MOTION TO APPROVE THE MINUTES FROM THE PREVIOUS MEETING OF NOVEMBER 9, 2007 AND NOVEMBER 19, 2007
6. MOTION TO APPROVE AND PAY BILLS AS SUBMITTED BY THE COUNTY AUDITOR
7. MOVED TO REGULAR AGENDA
8. MOVED TO REGULAR AGENDA
9. MOTION TO APPROVE ZONING CHANGE #08-07-358 FOR SOUTHPORT MARINA DBA NORTHSORE HARBOR CLUB. THIS REQUEST IS AN AMENDMENT TO THE SOUTHPORT MARINA PLANNED DEVELOPMENT DISTRICT. THIS PROPERTY CONSISTS OF 41.27 ACRES IN THE ROBERT CARADINE SURVEY LOCATED AT 10000 SPUR 294
10. MOTION TO APPROVE ZONING CHANGE #10-07-361 FOR CARL GRADY AND DANA ARNOLD. THIS REQUEST IF FROM AGRICULTURE TO SINGLE FAMILY 1. THE PROPERTY CONSISTS OF 1.0 ACRES IN THE LOWER JOHN WHITE SURVEY LOCATED ON SE 1090

**REGULAR AGENDA**

7. MOTION TO TABLE TREASURER'S REPORT FROM RUBY COKER, NAVARRO COUNTY TREASURER BY JUDGE DAVENPORT SEC BY BALDWIN  
ALL VOTED AYE
8. MOTION TO APPROVE SPECIAL USE PERMIT #10-07-360 FOR A GAS PIPELINE FOR TRIANGLE SERVICES, LLC, TO BE LOCATED ALONG SE 3170 AND SE 3190 CONTINGENT UPON THE POSTING OF A ROAD BOND BY HOLT SEC BY HERRINGTON  
ALL VOTED AYE
11. MOTION TO APPROVE PROCLAMATION DECLARING SATURDAY, DECEMBER 8, 2007 AS NAVARRO COLLEGE FOOTBALL DAY BY HERRINGTON SEC BY HOLT **TO WIT PG 385**
12. MOTION TO APPROVE RAISING COURT COST FOR ALL CRIMINAL COURTS BY JUDGE DAVENPORT SEC BY OLSEN  
ALL VOTED AYE **TO WIT PG 386-388**
13. MOTION TO TABLE PRESENTATION BY NORTHSTAR BY HERRINGTON SEC BY HOLT  
ALL VOTED AYE
14. MOTION TO APPROVE ENGINEERING SERVICES AGREEMENT WITH M & E CONSULTANTS, LLC FOR NAVARRO SOIL AND WATER CONSERVATION DISTRICT BY HERRINGTON SEC BY BALDWIN  
ALL VOTED AYE **TO WIT PG 389-396**
15. MOTION TO APPROVE MEMORANDUM OF AGREEMENT FOR MONA NEILL, DIRECTOR, NORTH TEXAS H.I.D.T.A BY OLSEN SEC BY HOLT  
ALL VOTED AYE **TO WIT PG 397-401**
16. MOTION TO APPROVE INDEPENDENT CONTRACTOR AGREEMENTS FOR KEVIN KELLEY AND DAN CAUBLE FOR THE NORTH TEXAS H.I.D.T.A. BY BALDWIN SEC BY HERRINGTON  
ALL VOTED AYE **TO WIT PG 402-414**
17. MOTION TO APPROVE COURT ORDER OF NAVARRO COUNTY TO TAX TANGIBLE PERSONAL PROPERTY IN TRANSIT WHICH WOULD OTHERWISE BE EXEMPT PURSUANT TO TEXAS TAX CODE, SECTION 11.253 BY JUDGE DAVENPORT SEC BY HOLT  
ALL VOTED AYE **TO WIT PG 415**

18. MOTION TO APPROVE INTERLOCAL AGREEMENT WITH THE CITY OF EMHOUSE FOR THE PROVISION OF ON-SITE SEWAGE FACILITY SERVICES BY HERRINGTON SEC BY OLSEN  
ALL VOTED AYE TO WIT PG 416-418
  19. MOTION TO APPROVE APPOINTMENT OF COMMISSIONERS TO THE KERENS EMERGENCY SERVICE DISTRICT (ESD) NAVARRO COUNTY EMERGENCY SERVICE DISTRICT #1 DAVID FOREMAN, HARRISON SLOAN, JAY PETTY, FRANK STEED, AND BILL SPAE BY HOLT SEC BY HERRINGTON  
ALL VOTED AYE TO WIT PG 419
  20. MOTION TO APPROVE NOMINATIONS TO APPRAISAL DISTRICT  
NO ACTION TAKEN
  21. MOTION TO APPROVE VOTING ON APPRAISAL DISTRICT NOMINATIONS DAVID COLEY WITH ALL COUNTY VOTING SHARES(1065.556375) BY JUDGE DAVENPORT SEC BY BALDWIN  
ALL VOTED AYE TO WIT PG 420
  22. MOTION TO APPROVE HOLIDAYS FOR 2008 BY HOLT SEC BY HERRINGTON  
ALL VOTED AYE TO WIT PG 421
  23. MOTION TO APPROVE BURN BAN IN EFFECT IMMEDIATELY BY JUDGE DAVENPORT SEC BY HOLT  
ALL VOTED AYE
  24. MOTION TO APPROVE GOING INTO EXECUTIVE SESSION PURSUANT TO THE TEXAS GOVERNMENT CODE SECTION 551.071 TO DISCUSS PENDING/ANTICIPATED LITIGATION BY HOLT SEC BY JUDGE DAVENPORT  
ALL VOTED AYE
  25. MOTION TO APPROVE GOING INTO EXECUTIVE SESSION PURSUANT TO THE TEXAS GOVERNMENT CODE SECTION 551.074 TO DISCUSS PERSONNEL BY HOLT SEC BY JUDGE DAVENPORT  
ALL VOTED AYE
- MOTION TO GO BACK INTO REGULAR SESSION BY HOLT SEC BY BALDWIN  
ALL VOTED AYE
- NO ACTION TAKEN

26. MOTION TO ADJOURN BY BALDWIN SEC BY HOLT  
ALL VOTED AYE

THESE MINUTES ARE HEREBY APPROVED THIS 10<sup>th</sup> DAY OF  
DECEMBER 2007.

JUDGE HM DAVENPORT *Hal Davenport*

COMR.PCT.1 KIT HERRINGTON *Kit Herrington*

COMR.PCT.2 FAITH HOLT *Faith Holt*

COMR.PCT.3 WILLIAM BALDWIN *William Baldwin*

COMR.PCT.4 JAMES OLSEN *James Olsen*

I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE  
FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE  
COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR NOVEMBER 26,  
2007

SIGNED 10<sup>th</sup> DAY OF DECEMBER 2007

*Sherry Dowd*  
SHERRY DOWD, COUNTY CLERK

By: *Julie Ferguson*



RESOLUTION  
Of  
NAVARRO COUNTY COMMISSIONERS COURT

**WHEREAS** Navarro College has been a valuable educational asset of Navarro County, for over Sixty Years, and

**WHEREAS** Navarro College has provided the impetus and initiative for thousands of Navarro County, and other, citizens to have the opportunity to achieve the necessary educational goals to improve their lives and thus the lives of their families, and to positively influence the lives of those they come in contact with, and

**WHEREAS** Navarro College is continuing to provide those educational opportunities to the citizens of Navarro County, as well as others, and

**WHEREAS** Navarro College has provided numerous athletic opportunities to thousands of individuals to both enhance their mental and physical abilities as well as provide the guidance for equipping people with the necessary skills to accomplish their goals through diligence and teamwork, and

**WHEREAS** the Navarro College Football Team, Coaches, and Staff has achieved it's specific goals in having another winning season, and the opportunity to further the positive recognition of Navarro College, Navarro County, and our great state of Texas by invitation to, and participation in, the Pilgrims Pride Bowl Game on December 8, 2007.

**IT IS THEREFORE THE DESIRE OF THE COMMISSIONERS COURT OF NAVARRO COUNTY THAT "DECEMBER 8, 2007" IS HEREBY RESOLVED AND DECLARED "NAVARRO COLLEGE FOOTBALL DAY" AND WITH THAT GOES THE RECOGNITION AND BEST WISHES FOR CONTINUED SUCCESS IN THE ENDEAVORS OF THE FOOTBALL TEAM, COACHES, AND STAFF!**

Signed this Day,  
November 26, 2007

\_\_\_\_\_  
H.M. Davenport, Jr.  
Navarro County Judge

\_\_\_\_\_  
Kit Herrington  
Commissioner Pct. 1

\_\_\_\_\_  
Faith Holt  
Commissioner Pct. 2

\_\_\_\_\_  
William Baldwin  
Commissioner Pct. 3

\_\_\_\_\_  
James Olsen  
Commissioner Pct. 4

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**Art. 45.055**

**CODE OF CRIMINAL PROCEDURE**

juvenile case managers to assist the court in administering the court's juvenile docket and in supervising its court orders in juvenile cases.

(d) Pursuant to Article 102.0174, the court may pay the salary and benefits of the juvenile case manager from the juvenile case manager fund.

(e) A juvenile case manager employed under Subsection (c) shall work primarily on cases brought under Sections 25.093 and 25.094, Education Code.

Added by Acts 2001, 77th Leg., ch. 1514, § 9, eff. Sept. 1, 2001. Amended by Acts 2003, 78th Leg., ch. 283, § 33, eff. Sept. 1, 2003; Acts 2005, 79th Leg., ch. 949, § 34, eff. Sept. 1, 2005.

Sections 62(b) and (c) of Acts 2003, 78th Leg., ch. 283 provide:

"(b) Except as provided by Subsections (d), (e), and (g) of this section, this Act applies only to conduct that occurs on or after the effective date [Sept. 1, 2003] of this Act. Conduct violating the penal law of this state occurs on or after the effective date of this Act if any element of the violation occurs on or after that date.

"(c) Conduct that occurs before the effective date of this Act is governed by the law in effect at the time the conduct occurred, and that law is continued in effect for that purpose."

**Art. 45.056. Authority to Employ Juvenile Case Managers; Reimbursement**

(a) On approval of the commissioners court, city council, school district board of trustees, juvenile board, or other appropriate authority, a county court, justice court, municipal court, school district, juvenile probation department, or other appropriate governmental entity may:

(1) employ a case manager to provide services in cases involving juvenile offenders before a court consistent with the court's statutory powers; or

(2) agree in accordance with Chapter 791, Government Code, to jointly employ a case manager.

(b) A local entity may apply or more than one local entity may jointly apply to the criminal justice division of the governor's office for reimbursement of all or part of the costs of employing one or more juvenile case managers from funds appropriated to the governor's office or otherwise available for that purpose. To be eligible for reimbursement, the entity applying must present to the governor's office a comprehensive plan to reduce juvenile crimes in the entity's jurisdiction that addresses the role of the case manager in that effort.

(c) A county or justice court on approval of the commissioners court or a municipal court on approval of the city council may employ one or more full-time

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**Art. 102.0174. Court Costs; Juvenile Case Manager Fund**

(a) In this article, "fund" means a juvenile case manager fund.

102.0174

CODE OF CRIMINAL PROCEDURE

The governing body of a municipality by ordinance may create a juvenile case manager fund and require a defendant convicted of a fine-only misdemeanor offense in a municipal court to pay a juvenile case manager fee not to exceed \$5 as a cost of

The commissioners court of a county by order create a juvenile case manager fund and may require a defendant convicted of a fine-only misdemeanor offense in a justice court, county court, or any court at law to pay a juvenile case manager fee not to exceed \$5 as a cost of court.

The ordinance or order must authorize the court or justice to waive the fee required by Subsection (b) or (c) in a case of financial hardship.

In this article, a defendant is considered convicted

if a sentence is imposed on the defendant;

the defendant receives deferred disposition, including deferred proceedings under Article 45.052 or 45.053; or

the defendant receives deferred adjudication in any court.

The clerks of the respective courts shall collect the costs and pay them to the county or municipal treasurer, as applicable, or to any other official who performs the duties commonly delegated to the county or municipal treasurer for deposit in the fund.

A fund created under this section may be used to finance the salary and benefits of a juvenile case manager employed under Article 45.056.

A fund must be administered by or under the authority of the commissioners court or under the authority of the governing body of the municipality.

Added by Acts 2005, 79th Leg., ch. 949, § 35, eff. Sept. 1, 2005.



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NAVARRO COUNTY  
AUDITOR'S OFFICE

**NAVARRO SWCD  
ENGINEERING SERVICES AGREEMENT**

This agreement is made by the Navarro Soil and Water Conservation District, ("District") and M&E Consultants, LLC ("Engineer"). Under this Agreement, Engineer shall provide engineering services as required and as directed by the District. District and Engineer agree as follows:

1. **EMPLOYMENT OF THE ENGINEER.** District agrees to retain Engineer for a period of three years, and Engineer agrees to perform professional engineering services in connection with watershed dams as agreed upon in this document, and as directed by District.
2. **SCOPE OF SERVICES.** Engineer shall perform site specific engineering surveying, hydraulic and hydrology studies required to develop breach inundation map, and consultation or other related service(s) as directed by the district by work order. Each work order shall describe the scope of services. See Attachment A for examples of blank work orders.
3. **SCHEDULE OF WORK.** Engineer agrees to begin work upon receipt of a signed work order and to proceed diligently in completion of the work order.
4. **COMPENSATION.** Engineer's compensation shall be at the rate shown in Attachment B. Compensation shall be actual cost per discipline required to complete the work order plus mileage and overnight travel cost. The engineer shall track and invoice for all time, travel, and mileage required completing work described in the work order and invoice at the rate shown in Attachment B.
5. **INFORMATION PROVIDED BY DISTRICT.** District agrees to furnish or make available to Engineer: available mapping and as built record drawings for each watershed dam project. The District may furnish engineering surveys used for the design. The Engineer assumes survey data furnished by the District is accurate and will base its final designs and drawings on said surveys. The Engineer is not liable for any changes or remedial work required as a result of inaccurate surveys.

6. **WARRANTY.** Engineer's work will be performed, its findings obtained and its reports prepared in accordance with this agreement and with generally accepted principles and practices. In performing its professional services Engineer will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession in the community. This warranty is in lieu of all other warranties or representations, either expressed or implied.

If Engineer is found to have been negligent in the performance of its work, or to have made and breached any express or implied warranty, representation or contract, client, all parties claiming through client and all parties claiming to have in any way relied upon engineers work agree that the maximum aggregate amount of the liability of Engineer, its officers, employees and agents shall be limited to the total amount of payment by it's liability insurance as described in section 7.

District hereby releases engineer from any such excess liability, regardless of Engineers fault, negligence, or strict liability. Neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental or consequential damages, including without limitation, liability for loss of use of any existing property, loss of profits, loss of product or business interruption however the same may be caused, including the fault or negligence or strict liability of either party. The remedies provided herein are exclusive and are in lieu of all other remedies, which may be or become available to either party to this agreement at law or in equity.

7. **INSURANCE.** Engineer shall maintain throughout the period of this Project and for a period of three years thereafter, a standard form of errors and omissions insurance with a licensed insurance company for \$1,000,000. Engineer shall also maintain insurance coverage for commercial general liability, automobile liability, and workers' compensation in forms and amounts satisfactory. Engineer shall assure that any and all contractors engaged or employed by Engineer carry and maintain similar insurance with reasonably prudent limits and coverage in light of the services to be rendered by such contractors. Certificates of insurance or other acceptable proof of insurance shall be attached to this agreement as Exhibit E.
8. **AUDITS AND RECORDS.** At any time during normal business hours and as often as District may deem necessary, Engineer shall make available to District for examination, all of its records with respect to all matters covered by the Agreement and will permit District to audit, examine and make copies, excerpts, or transcripts from such records. District may also audit all contracts, invoices, and payroll records of personnel, conditions of employment and other data relating to the Agreement.

9. **EQUAL EMPLOYMENT OPPORTUNITY.** Engineer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Engineer shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin.
10. **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement upon written notice to the other party at least thirty (30) days prior to the date of termination. In the event of termination, Engineer shall deliver to District all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs, etc., prepared by Engineer under this Agreement. In the event of termination hereunder, Engineer shall be compensated for services performed and expenses incurred up to the termination date in direct proportion to the percentage of work actually completed up to the termination date.
11. **OWNERSHIP OF DOCUMENTS.** District acknowledges Engineer's documents are instruments of professional service. However, all documents, including drawings, estimates, schedules and data used in preparation of reports are the property of District, and District shall be required to pay for these items in accordance with this Agreement. All parties to this Agreement concur that any changes to these documents by someone other than Engineer shall constitute a complete revision of the documents, for which Engineer shall have no responsibility or liability. Engineer acknowledges that District will use and rely upon the said completed set of documents to implement the Project and Engineer consents to such use and reliance.
12. **ENGINEER'S REPRESENTATIONS.** Engineer hereby represents, promises and warrants to District that Engineer is financially solvent and possesses sufficient experience, licenses, authority, personnel and working capital to complete the services required.
13. **DISTRICT APPROVAL.** District shall have the right to disapprove any portion of Engineer's work on the Project on any reasonable basis. In the event of disapproval, District will provide to the Engineer the objections and basis for objections in writing. Engineer shall proceed to revise the documents prepared for the project to satisfy District's objections. These revisions will be made without adjustments to Engineer's compensation unless revisions are made to work previously approved by District, in which case such revision services shall be paid at rates to be agreed upon by District and Engineer. No payment of any nature whatsoever will be made to Engineer for additional work or services without District's written approval before such work begins.
14. **INVOICES.** Engineer shall submit invoices for payment by District monthly.



The invoice will be submitted for the hours worked by each discipline, travel cost, and vehicle mileage for the preceding month. In order to be considered complete, and paid promptly, an invoice must meet the following requirements:

- a. The invoice will include the following:
  - (1) Name and address of Engineer;
  - (2) Invoice date and invoice number;
  - (3) Work Order number;
  - (4) Descriptions of work accomplished;
  - (5) Payment requested.
- b. Invoices shall be forwarded to the address noted in Section 18, below.
- c. Payment will be Net 30 days from receipt of invoice.

15. **PROMPT PERFORMANCE BY ENGINEER.** All services provided by the Engineer hereunder shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on the type of Project contemplated by this Agreement, and Engineer shall be responsible for all services provided hereunder whether such services are provided directly by Engineer or by any consultants hired by Engineer. Engineer shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay and will give this Project such priority in its office as is necessary to cause Engineer's services hereunder to be timely and properly performed.

16. **ENTIRE AGREEMENT.** This instrument contains the entire Agreement between District and Engineer concerning the Project.

17. **RIGHT OF ACCESS.** District will acquire right-of-access on the land for the performance of required inventories, surveys or other necessary investigations. Engineer will take reasonable precautions to minimize damage to the land in the performance of such inventories, surveys and investigations. District will explain to landowners that some damage to vegetation may be unavoidable when obtaining access to the site and in performance of these activities.

18. **MAILING ADDRESSES.** All notices and communications concerning this

Agreement to be mailed or delivered to District shall be sent to the address of the Navarro County Soil and Water Conservation District as follows, unless and until the Engineer is otherwise notified:

Navarro SWCD  
4321 West Highway 22  
Corsicana, TX 75110-3108

All notices and communications under this Agreement to be mailed or delivered to the Engineer shall be sent to the address of the Engineer as follows, unless and until the District is otherwise notified:

Dennis Medlin, President  
M&E Consultants  
P.O. Box 9  
Heidenheimer, TX 76533

Any notices and communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date the notice or communication is placed in the United States Mail or hand-delivered by other means.

19. **AMENDMENTS TO AGREEMENT.** The District and Engineer may amend this Agreement only in writing.
20. **LEGAL CONSTRUCTION.** In case any one or more of the provisions contained in the Agreement shall be for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been included.

21. **GOVERNING LAW.** The validity of this Agreement and of any of its terms or

provisions, as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law.

- 22. **COUNTERPARTS.** The Agreement may be signed in counterparts, each of which shall be deemed to be an original.
- 23. **EFFECTIVE DATE.** This Agreement shall be effective once the District and Engineer sign it.

**AGREED TO BY:**

**Navarro SWCD**

**M&E Consultants, LLC**



By: *C. L. Brown III*

By: *Dennis Medlin*

C. L. Brown III, Chairman

Dennis Medlin, President

10/9/07  
Date

10/3/2007  
Date

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE 395

DATE  
11/05/2007

**PRODUCER** Purifoy Insurance Agency, Ltd.  
  
P.O. Box 1088  
Temple TX 76503

**INSURED** M & E Consultants  
P.O. Box 9  
Heidenheimer TX 76533

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

INSURER A: Hartford Insurance Company  
INSURER B: U.S. Specialty Insurance Company  
INSURER C:  
INSURER D:  
INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-ECT <input type="checkbox"/> LOC <input type="checkbox"/>	65SBAPY3782	04/08/2007	04/08/2008	EACH OCCURRENCE \$ 1000000 FIRE DAMAGE (Any one fire) \$ 1000000 MED-EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS  <b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO	65UECII5794	12/22/2006	12/22/2007	COMBINED SINGLE LIMIT (EA accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	65SBAPY3782	04/08/2007	04/08/2008	EACH OCCURRENCE \$ 2000000 AGGREGATE \$ 2000000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	65WECGE5240	07/11/2007	07/11/2008	WC STATL TOBY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
B	<b>OTHER Professional Liab</b>	US071033103	02/08/2007	02/08/2008	\$1,000,000 Limit \$30,000 Deductible

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS

**CERTIFICATE HOLDER**

**ADDITIONAL INSURED; INSURER LETTER:**

**CANCELLATION**

Navarro SWCD  
Attn: Bobby Wilson  
4321 West Highway 22  
Corsicana TX 75110-3108

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE *Mark A. Purifoy*

FRANK B. MURCHISON  
ATTORNEY AT LAW  
500 WEST THIRD AVENUE • SUITE 7  
CORSICANA, TEXAS 75110

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P. O. BOX 2006

903 872-6644

October 17, 2007

Navarro Soil and Water Conversation District  
c/o Bobby Wilson  
4323 W. Hwy 22  
Corsicana, TX 75110

Re: Engineering Services Agreement with M & E Consultants, LLC; Our File No. 7703

Dear Bobby:

At your request I have reviewed for the District the proposed Agreement with M & E Consultants, LLC. It appears that they have made the changes to address the concerns that I had about the terms. Therefore, I believe the Agreement will be satisfactory for your purposes. Thanks.

Very truly yours,



Frank B. Murchison

FBM/lm

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NOV 14 2007

NAVARRO COUNTY  
AUDITOR'S OFFICE



2008 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, 2008.
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 telephone for official, North Texas HIDTA business. The Director will be provided a monthly cell phone allowance of \$75.00.

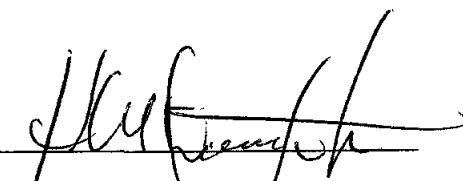
- 3) **Other Expenses:** The Director will be reimbursed for approved travel related expenses and fees for conferences and training which are incurred while performing the services contained in this Agreement. Such requests for reimbursement must have the prior written approval of the Chairman or the 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 2 on the approved 2008 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 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 31<sup>st</sup> 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 1<sup>st</sup> 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 11 day of Nov, 2007

  
Chairman, Executive Board  
North Texas HIDTA

  
Mona Neill, Director  
North Texas HIDTA

  
Judge H. M. Davenport  
Navarro County, Texas

## 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, DBA OMNI Professional Services, Inc. (“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: Paula Welch  
Auditor, Navarro County  
Navarro County Courthouse  
300 W. 3<sup>rd</sup> Avenue  
Corsicana, Texas 75110

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

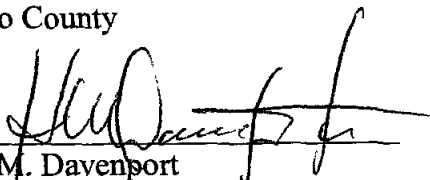
Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

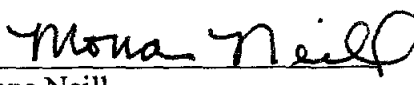
14. Indemnification. Contractor agrees to indemnify, defend and hold harmless all the NT HIDTA participating agencies and their respective officials, employees, agents, contractors, successors and assignees, in either their official or individual capacities, from and against any and all liabilities, 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.



- 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.

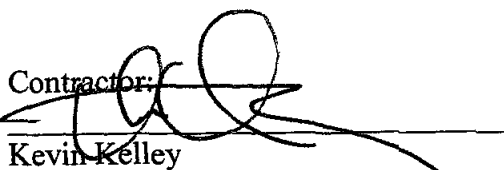
IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year written below. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Navarro County  
 By:   
 H.M. Davenport

North Texas HIDTA Director  
 By:   
 Mona Neill

Date: 11-26-07

Date: 11/9/07

Contractor:   
 Kevin Kelley

Date: 11/9/07

**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 1/1/08 and shall continue in full force and effect until December 31, 2008. 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 31<sup>st</sup> 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

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.

INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN

NAVARRO COUNTY, TEXAS

AND

NORTH TEXAS HIDTA

AND

Dan Cauble

THIS AGREEMENT is entered into by and between Navarro County, Texas, the North Texas High Intensity Drug Trafficking Area, and Dan Cauble (“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: Paula Welch  
 Auditor, Navarro County  
 Navarro County Courthouse  
 300 W. 3<sup>rd</sup> 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.

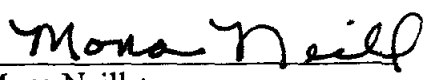
- 16. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
- 17. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior 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

By:   
 H.M. Davenport  
 Date: 11/26/07

North Texas HIDTA Director

By:   
 Mona Neill  
 Date: 11/13/07

Contractor:

  
 Dan Cauble

Date: 11/13/07



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

1. **DUTIES:** The RISC Co-Program Manager from the Dallas Police Department 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. Survey HIDTA Initiatives, federal, state and local agencies for training needs in the North Texas region to enhance investigative, analytical and administrative capabilities on topics with the issues of narcotics, terrorism, violent crime, gangs, trends, etc.
  - B. Locate and schedule training programs to meet needs of officers identified in survey and other methods:
    1. Using contacts developed over years
    2. Searching the Internet
    3. Working with other Training Coordinators and local academy directors
  - C. Coordinate off site training requests with future scheduled training on site so as to minimize the cost for training.
  - D. Design and distribute flyers on upcoming courses
  - E. Enroll students in classes via the HIDTA Training Tracker Program.
  - F. Prepare reports using data from HOTT system for management and PMP system.
  - G. Approve and confirm all enrollees and notify status of enrollment. Special emphasis is also made on the necessity to notify HIDTA if unable to attend a scheduled training event. This is done using e-mail, faxes and personal telephone calls.
  - H. Facilitate all on site training by:
    1. Contacting instructors and recommending lodging, transportation and airport pick up when needed
    2. Prepare classroom for all classes including providing name placards for all students
    3. Facilitate instructors in using classroom equipment including podium computer, overhead power point projector and all other audio/visual equipment.
    4. Coordinating refreshments for students including coffee.

- I. Must be approved for a Law Enforcement National Security Clearance.
  - J. Additional related duties may be assigned at the Discretion of the North Texas HIDTA Director.
  - K. Working hours will be coordinated between the contractor and the North Texas HIDTA Director and will generally fall within the time frame of 7:30am to 5:00pm or as needed by specific training requirements.
2. TERM: This engagement shall commence on 1/1/08 and shall continue in full force and effect until December 31, 2008.
  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 hourly rate of \$15.96 not to exceed 20 hours per week, unless authorized by the North Texas HIDTA Director, and \$16,596 plus approved phone allowance of \$40/month over the term of this Agreement. Overtime will not be authorized. Payments will be made once monthly, by submission of letterhead invoice to Navarro County.
    - 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 only be paid for the hours worked. This schedule will be approved in advance.
    - d. Cellular Telephone Allowance: This position will be provided a monthly cellular telephone allowance of \$40 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 supplying the ONDCP with 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.

STATE OF TEXAS §  
COUNTY OF NAVARRO §

**COURT ORDER**

**AN ORDER OF NAVARRO COUNTY TO TAX TANGIBLE PERSONAL PROPERTY IN TRANSIT WHICH WOULD OTHERWISE BE EXEMPT PURSUANT TO TEXAS TAX CODE, SECTION 11.253**

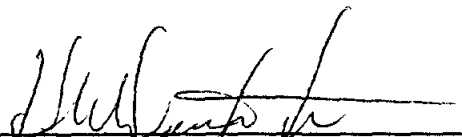
WHEREAS, the 80<sup>th</sup> Texas Legislature in Regular Session has enacted House Bill 621 to take effect on January 1, 2008, which added Tex. Tax Code §11.253 to exempt from taxation certain tangible personal property held temporarily at a location in this state for assembling, storing, manufacturing, processing or fabricating purposes (goods-in-transit) which property has been subject to taxation in the past; and

WHEREAS, Tex. Tax Code §11.253 (j) as amended allows the governing body of a taxing unit, after conducting a public hearing, to provide for the continued taxation of such goods-in-transit; and

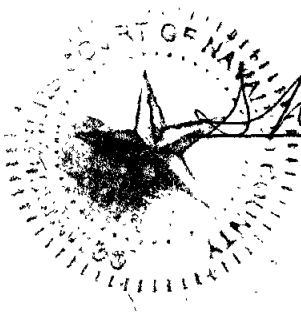
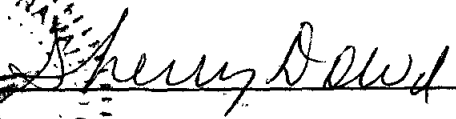
WHEREAS, the Commissioners' Court of Navarro County, having conducted a public hearing as required by Section I-n (d), Article VIII, Texas Constitution, is of the opinion that it is in the best interests of the district to continue to tax such goods-in-transit;

**NOW THEREFORE, BE IT ORDERED BY THE COMMISSIONER'S COURT FOR NAVARRO COUNTY THAT:** The goods-in-transit, as defined Tex Tax Code 11.253(a)(2), as amended by House Bill 621, enacted by the 80<sup>th</sup> Texas Legislature in Regular Session, shall remain subject to taxation by Navarro County, Texas.

Dated this 26<sup>th</sup> day of November, 2007

  
\_\_\_\_\_  
County Judge, H. M. Davenport, Jr.

Attested:

  
  
\_\_\_\_\_

## CONTRACT AND AGREEMENT FOR THE PROVISION OF SANITATION SERVICES

This Contract and Agreement is made and entered into this 17<sup>th</sup> day of November, 2007, by and between the City of Emhouse, Texas (hereinafter referred to as "The City"), and the County of Navarro, by and through the Navarro County Designated Representative (DR), Stanley Young.

WHEREAS, the City of Emhouse is a home rule/general law city located in Navarro County, Texas, and the City desires to provide on-site sewage facilities (OSSF) services by contracting with Navarro County for the provision of such services; and

WHEREFORE, Navarro County, by and through the Navarro County DR, Stanley Young, and the City agree that Navarro County will provide certain OSSF services for the City;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

### 1. OBLIGATIONS OF THE CONTRACTOR

- 1.1 Navarro County, by and through the Navarro County DR, Stanley Young, shall inspect the OSSF systems within the City, including but not limited to, performing evaluations and inspections of OSSF systems. Navarro County, by and through the Navarro County DR, Stanley Young, shall further comply with all present or future laws pertaining to the inspection and approval of OSSF systems within the State of Texas, including minimum state standards.
- 1.2 Navarro County, by and through the Navarro County DR, Stanley Young, shall further enforce reasonable rules and regulations in the conduct of its business, provided that such regulations, including rights and charges, shall be subject to the approval of the City, as provided by the laws of the State of Texas.
- 1.3 Navarro County will provide all necessary equipment and personnel for said OSSF services under the terms of this Contract and Agreement.

2. **OBLIGATIONS OF THE CITY**

2.1 The County will conduct all permitting procedures, including the collection of fees.

3. **EXCLUSIVE RIGHTS**

3.1 During the period of this Contract, Navarro County, by and through the Navarro County DR, Stanley Young, shall have sole exclusive rights to maintain and supervise the OSSF services of the City.

3.2 In the event that Stanley Young, County DR, is no longer employed by Navarro County or otherwise resigns or is terminated or is incapable of performing his duties, the City shall have the right to terminate this Agreement in the same manner as provided by Section Six (6.) herein.

4. **DURATION OF THIS CONTRACT**

This Contract shall become effective on November 26, 2007, and will continue in force as set forth and in accordance with Section Six (6.) contained herein.

5. **THE DR's STATUS**

It is agreed by and between the Parties to this Contract that Navarro County shall, as outlined in Section 1.3, furnish all necessary equipment, supplies, materials, and personnel necessary to carry out Navarro County's obligations under the terms of this Contract and in accordance with all applicable federal, state, and local laws. Navarro County will be responsible for maintaining any and all necessary insurance to cover damage to property and any personal injuries, which might result from the performance of the Navarro County DR under the terms of this Contract.

6. **RENEWAL OR TERMINATION**

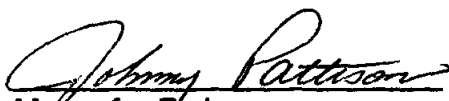
It is expressly and agreed and understood between the Parties to this Agreement that this Contract will automatically be renewed for an additional year, at the end of each contract year, unless either Party shall give written notice of intent to terminate this Contract and Agreement at least 30 days prior to the annual termination or renewal date. Either Party may unilaterally terminate contract on the annual renewal date if written notice is timely given. This Contract may also be terminated for cause in the event that either materially breaches the terms of this Agreement.

7. **COMPLIANCE WITH LAWS AND REGULATIONS**

Both Parties to this Contract clearly understand and agree that it is the intent of all Parties for the OSSF system of the City to operate fully and completely in compliance with all federal, state, and local laws and regulations concerning waste disposal. Both Parties to this Agreement will use their best efforts to ensure continued compliance with all laws and regulations.

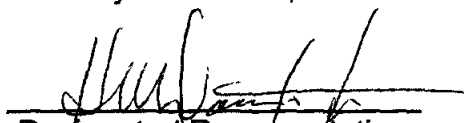
For and in reliance on the promises, covenants and agreements contained in this document, we the Parties to this Agreement executed this document this 17th day of November, 1999.

City of Emhouse, Texas

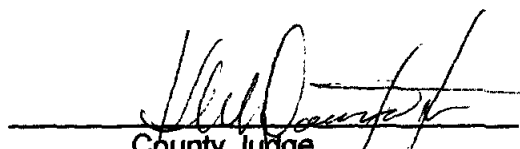
  
\_\_\_\_\_  
Mayor for Emhouse

  
\_\_\_\_\_  
City Council Member

County of Navarro, Texas

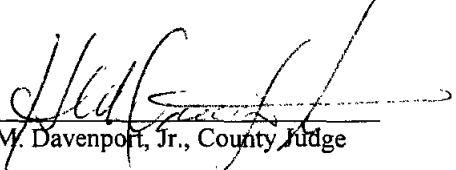
  
\_\_\_\_\_  
Designated Representative

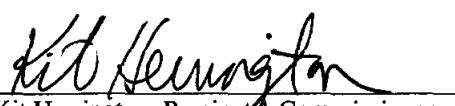
Approved as to form and substance this 26th day of NOVEMBER, 2007.

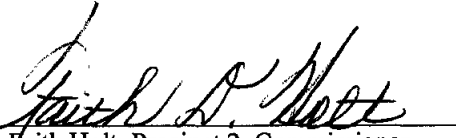
  
\_\_\_\_\_  
County Judge  
Navarro County, Texas


ORDER

Whereas, at an election held on the 6<sup>th</sup> day of November, 2007, in that part of NAVARRO County, State of Texas, described as (insert description unless the district is countywide), there was submitted to the qualified voters the question of whether that territory should be formed into an emergency services district under state law; and Whereas, at the election 193 votes were cast in favor of formation of the district and 132 votes were cast against formation; and Whereas, the formation of the emergency services district received the affirmative vote of the majority of the votes cast at the election as provided by law; Now, therefore, the Commissioners Court of NAVARRO County, State of Texas, finds and orders that the tract described in this order has been duly and legally formed into an emergency services district (or a portion thereof) under the name of NAVARRO COUNTY EMERGENCY SERVICES DISTRICT NUMBER 1, under Article III, Section 48-e, of the Texas Constitution, as proposed by S.J.R. No. 27, Acts of the 70<sup>th</sup> Legislature, Regular Session, 1987, and adopted by the voters at an election held November 3, 1987, and has the powers vested by law in the district.

  
 H.M. Davenport, Jr., County Judge

  
 Kit Herrington, Precinct 1 Commissioner

  
 Faith Holt, Precinct 2, Commissioner

  
 William Baldwin, Precinct 3 Commissioner

  
 James Olsen, Precinct 4 Commissioner

420

<b>NAVARRO CENTRAL APPRAISAL DISTRICT 2008 UNIT COST SHARE AND VOTING ENTITLEMENTS FOR DIRECTORS FOR 2008-2009 TERMS</b>											
<b>CORRECTED COPY--OCTOBER 9, 2007</b>											
	2007	2007									
	VALUE	TAX RATE			TAX DOLLARS	UNIT	2008	2008 UNIT	2006 TAX \$	VOTING ENTITLEMENT FORMULA	
CITY						RATIO	BUDGET	COST SHARE		2006 TAX \$/TAX LEVY X 1000 X 5	
										VOTES PER ENTITY	
BARRY	4,097,030	0.3237	1326208.611	0.01	\$13,262.09	0.000264943	\$799,825.00	\$211.91	\$12,257.29	1.56386884	
BLOOMING GROVE	16,672,810	0.488	8136331.28	0.01	\$81,363.31	0.001625434	\$799,825.00	\$1,300.06	\$71,263.60	9.092297196	
CORSICANA	1,095,621,415	0.6272	687173751.5	0.01	\$6,871,737.51	0.137280049	\$799,825.00	\$109,800.02	\$5,582,115.89	712.2045007	
DAWSON	16,189,460	0.37834	6125120.296	0.01	\$61,251.20	0.001223645	\$799,825.00	\$978.70	\$58,611.99	7.478118315	
EMHOUSE	2,439,420	0.3332	812814.744	0.01	\$8,128.15	0.00016238	\$799,825.00	\$129.88	\$7,181.15	0.916220202	
FROST	13,122,210	0.50	6561105	0.01	\$65,611.05	0.001310744	\$799,825.00	\$1,048.37	\$53,955.93	6.884066354	
GOODLOW	3,015,050	0.0897	270449.985	0.01	\$2,704.50	0.0000540	\$799,825.00	\$43.21	\$2,525.09	0.322168242	
KERENS	34,304,050	0.6329	21711033.25	0.01	\$217,110.33	0.004337319	\$799,825.00	\$3,469.10	\$179,448.04	22.89520752	
RICE	22,833,137	0.3100	7078272.47	0.01	\$70,782.72	0.001414061	\$799,825.00	\$1,131.00	\$57,216.62	7.300087472	
RICHLAND	6,061,010	0.2068	1253416.868	0.01	\$12,534.17	0.000250401	\$799,825.00	\$200.28	\$11,495.44	1.46666681	
<b>ISD</b>											
BLOOMING GROVE	112,714,460	1.12305	126583974.3	0.01	\$1,265,839.74	0.025288297	\$799,825.00	\$20,226.21	\$1,378,735.09	175.9084469	
BYNUM	301,630	1.1052	333361.476	0.01	\$3,333.61	0.00006659	\$799,825.00	\$53.26	\$2,279.59	0.290845674	
CORSICANA	1,276,063,555	1.285	1639741668	0.01	\$16,397,416.68	0.327579184	\$799,825.00	\$262,006.02	\$15,801,840.54	2016.106826	
DAWSON	83,457,950	1.29	107660755.5	0.01	\$1,076,607.56	0.021507914	\$799,825.00	\$17,202.57	\$776,861.16	99.11725687	
ENNIS	11,964,460	1.4	16750244	0.01	\$167,502.44	0.003346278	\$799,825.00	\$2,676.44	\$70272.23	8.965811435	
FAIRFIELD	69,101,056	1.14715	79269276.39	0.01	\$792,692.76	0.01583601	\$799,825.00	\$12,666.04	\$682,470.46	87.07424618	
FROST	53,675,670	1.1550	61995398.85	0.01	\$619,953.99	0.012385123	\$799,825.00	\$9,905.93	\$636,114.99	81.15989846	
HUBBARD	90,180	1.35886	122541.9948	0.01	\$1,225.42	0.00002448	\$799,825.00	\$19.58	\$1,448.99	0.184872048	
KERENS	176,722,325	1.10	194394557.5	0.01	\$1,943,945.58	0.038835148	\$799,825.00	\$31,061.32	\$1,770,206.47	225.8550413	
MILDRED	310,382,541	1.24273	385721695.2	0.01	\$3,857,216.95	0.077057503	\$799,825.00	\$61,632.52	\$2,748,733.45	350.702202	
RICE	74,124,867	1.1809	87534055.44	0.01	\$875,340.55	0.017487105	\$799,825.00	\$13,986.62	\$925,385.86	118.0670533	
WORTHAM	19,864,110	1.09305	21712465.44	0.01	\$217,124.65	0.004337605	\$799,825.00	\$3,469.32	\$77,231.59	9.853734153	
COLLEGE	2,218,374,153	0.12	266204898.4	0.01	\$2,662,048.98	0.05318105	\$799,825.00	\$42,535.53	\$0.00	0	
COUNTY	2,218,390,932	0.4709	1044640290	0.01	\$10,446,402.90	0.208692882	\$799,825.00	\$166,917.78	\$8,351,616.94	1065.556375	
ROAD & BRIDGE	2,218,379,146	0.0955	211855208.4	0.01	\$2,118,552.08	0.042323347	\$799,825.00	\$33,851.27	\$0.00	0	
FLOOD CONTROL	2,296,179,298	0.0090	20665613.68	0.01	\$206,656.14	0.00412847	\$799,825.00	\$3,302.05	\$0.00	0	
<b>TOTAL</b>					<b>\$50,056,345.09</b>	<b>100.00%</b>		<b>\$799,824.99</b>	<b>\$39,188,996.17</b>	<b>5008.965811</b>	





**NAVARRO COUNTY COMMISSIONERS' OFFICE**

**Kit Herrington** - Precinct 1  
**Faith Holt** - Precinct 2  
**William Baldwin** - Precinct 3  
**James Olsen** - Precinct 4

300 West Third Avenue, Suite 14  
Corsicana, TX 75110-4672

**Gail Roman**  
Administrative Coordinator

Phone: (903) 654-3030

Fax: (903) 874-6053

**HOLIDAYS FOR 2008**

<b>NEW YEARS DAY</b>	<b>JANUARY 1</b>	<b>TUESDAY</b>
<b>MARTIN L. KING JR.</b>	<b>JANUARY 21</b>	<b>MONDAY</b>
<b>PRESIDENTS' DAY</b>	<b>FEBRUARY 18</b>	<b>MONDAY</b>
<b>GOOD FRIDAY</b>	<b>MARCH 21</b>	<b>FRIDAY</b>
<b>MEMORIAL DAY</b>	<b>MAY 26</b>	<b>MONDAY</b>
<b>INDEPENDENCE DAY</b>	<b>JULY 4</b>	<b>FRIDAY</b>
<b>LABOR DAY</b>	<b>SEPTEMBER 1</b>	<b>MONDAY</b>
<b>COLUMBUS DAY</b>	<b>OCTOBER 13</b>	<b>MONDAY</b>
<b>VETERANS' DAY</b>	<b>NOVEMBER 11</b>	<b>TUESDAY</b>
<b>THANKSGIVING</b>	<b>NOVEMBER 27 &amp; 28</b>	<b>THURSDAY FRIDAY</b>
<b>CHRISTMAS</b>	<b>DECEMBER 25 &amp; 26</b>	<b>THURSDAY FRIDAY</b>