

NAVARRO COUNTY COMMISSIONER'S COURT

A SPECIAL MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON MONDAY, 28th DAY OF APRIL, 2008 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. 10:00 A.M. MOTION TO CONVENE BY BALDWIN SEC BY HERRINGTON
ALL VOTED AYE
2. PRAYER BY JUDGE DAVENPORT
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENTS- NO COMMENTS

CONSENT AGENDA

ITEMS 5-6 MOTION TO APPROVE BY HOLT SEC BY BALDWIN
ALL VOTED AYE

5. MOTION TO APPROVE THE MINUTES FROM THE PREVIOUS MEETING OF APRIL 14, 2008, APRIL 18, 2008 (NO MEETING ON APRIL 17 2008)
6. MOTION TO APPROVE AND PAY BILLS AS SUBMITTED BY THE COUNTY AUDITOR

REGULAR AGENDA ITEMS

7. MOTION TO APPROVE RE-SCHEDULING THE MAY 26, 2008 MEETING DUE TO THE MEMORIAL DAY HOLIDAY TO FRIDAY MAY 23 @ 10:00A.M. BY HOLT SEC BY HERRINGTON
ALL VOTED AYE
8. MOTION TO AUTHORIZE THE AUDITOR TO GO OUT FOR BIDS FOR AGGREGATE HAULING BY OLSEN SEC BY BALDWIN
ALL VOTED AYE
9. MOTION TO APPROVE RESOLUTION DESIGNATING PERSONS AUTHORIZED TO REQUEST AND SIGN FOR FUNDS UNDER THE COUNTY'S TEXAS COMMUNITY DEVELOPMENT PROGRAM PROJECT COUNTY AUDITOR, COUNTY JUDGE, AND COUNTY TREASURER BY

OLSEN SEC BY BALDWIN
ALL VOTED AYE

TO WIT PG 804

10. MOTION TO APPROVE ESTIMATED VALUE OF COUNTY FIRE TRUCKS USED BY EUREKA, KERENS, POWELL AND RICHLAND VOLUNTEER FIRE DEPARTMENTS (\$2,500) EACH BY HERRINGTON SEC BY HOLT
ALL VOTED AYE
11. MOTION TO APPROVE COURT ORDER TRANSFERING OF COUNTY OWNED FIRE TRUCKS TO LOCAL VOLUNTEER FIRE DEPARTMENTS BY HERRINGTON SEC BY HOLT
ALL VOTED AYE
TO WIT PG 805
12. MOTION TO APPROVE COUNTY CLERK'S OFFICE TO CONTRACT WITH DEPARTMENT OF STATE HEALTH SERVICES FOR THE REMOTE BIRTH ACCESS SYSTEM BY BALDWIN SEC BY OLSEN
ALL VOTED AYE
TO WIT PG 806-811
13. MOTION TO APPROVE PROPERTY TAX REFUND APPLICATION IN THE AMOUNT OF \$3,199.06 BY SENDARA TITLE BY HERRINGTON SEC BY BALDWIN
ALL VOTED AYE
TO WIT PG 812-817
14. MOTION TO APPROVE CONTRACT FOR E-MAIL SERVICES FOR THE NORTH TEXAS H.I.D.T.A. BY HOLT SEC BY HERRINGTON
ALL VOTED AYE
TO WIT PG 818-828
15. MOTION TO APPROVE ACCEPTING EMERGENCY RESPONSE TRAILER FROM MAGELLAN PIPELINE FOR EOC AND SHERIFF'S OFFICE BY OLSEN SEC BY BALDWIN
ALL VOTED AYE
16. MOTION TO APPROVE CONTRACT WITH CITY OF DAWSON FOR PROVISION OF SANITATION SERVICES BY BALDWIN SEC BY OLSEN
ALL VOTED AYE
TO WIT PG 829-831
17. MOTION TO APPROVE CONTRACT WITH CITY OF POWELL FOR PROVISION OF SANITATION SERVICES BY HOLT SEC BY BALDWIN
ALL VOTED AYE
TO WIT PG 832-834
18. MOTION TO ADJOURN BY HERRINGTON SEC BY HOLT
ALL VOTED AYE

THESE MINUTES ARE HEREBY APPROVED THIS 12 DAY OF MAY 2008.

JUDGE HM DAVENPORT [Signature]

COMR.PCT.1 KIT HERRINGTON [Signature]

COMR.PCT.2 FAITH HOLT [Signature]

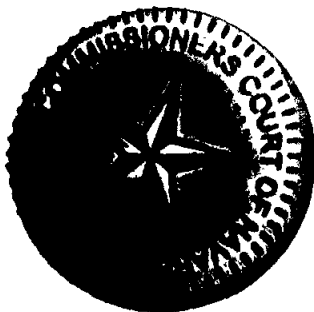
COMR.PCT.3 WILLIAM BALDWIN [Signature]

COMR.PCT.4 JAMES OLSEN [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 APRIL 28TH, 2008.

SIGNED 12 DAY OF MAY 2008.

[Signature]
SHERRY DOWD, COUNTY CLERK



RESOLUTION NO _____

A RESOLUTION OF NAVARRO COUNTY, TEXAS, DESIGNATING PERSONS AUTHORIZED TO REQUEST AND SIGN FOR FUNDS UNDER THE COUNTY'S TEXAS COMMUNITY DEVELOPMENT PROGRAM PROJECT.

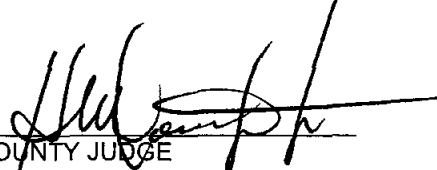
WHEREAS, the Commissioners Court of Navarro County must designate persons authorized to sign on behalf of the county for funds available through the Texas Community Development Program.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners Court of Navarro County, Texas, as follows:

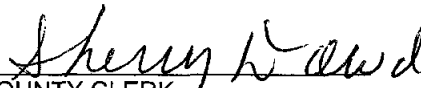
SECTION 1. That the following persons are hereby approved and designated as the authorized signatories for the county's participation in the Texas Community Development Program:

- 1. County Auditor
- 2. County Judge
- 3. County Treasurer

PASSED AND APPROVED this 28 day of April, 2002



COUNTY JUDGE



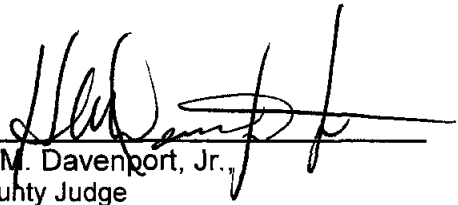
COUNTY CLERK

**NAVARRO COUNTY, TEXAS
COMMISSIONERS COURT ORDER**

**Consideration of Approval to Transfer County Owned Fire Trucks
to Local Volunteer Fire Departments**

1. Pursuant to Texas Local Government Code §352.001 and §352.002 the Commissioners Court approves the transfer of all county owned fire trucks to those local fire departments which are presently housing such equipment for 8% of their present market value, said amount being credited to said departments as a portion of the County's annual fire protection funding.
2. The County Auditor is authorized to execute the motor vehicle titles and any related documents on behalf of Navarro County to transfer the fire trucks.
3. A certified copy of this order shall be delivered to the Navarro County Auditor and to the Navarro County Tax Assessor Collector.

Adopted by the Navarro County Commissioners Court this 28th day April, 2008.



H. M. Davenport, Jr.,
County Judge



Attest: Sherry Dowd
County Clerk

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2008-028030-001 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, for DSHS Program Vital Statistics Unit and NAVARRO COUNTY (Other Party), a Government Entity, (collectively, the Parties).

- 1. **Purpose of the Contract.** DSHS agrees to provide and Other Party agrees to purchase the services and/or goods as described in this Contract.
- 2. **Total Amount of the Contract.** The total amount of this Contract shall be determined by the number of birth certificates printed as a result of searches of the database.
- 3. **Term of the Contract.** This Contract begins on 07/01/2008 and ends on 08/31/2010.

. DSHS is not responsible for performance under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

4. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001. If this is an interagency, contract authority is also granted through the Texas Government Code, Interagency Cooperation Act, Chapter 771 et seq. If this contract is an interlocal, contract authority is also granted through the Texas Government Code, Interlocal Cooperation Act, Chapter 791 et seq.

5. **Documents Forming Contract.** The Contract consists of the following:

- a. Core Contract (this document)
- b. Exhibits, if applicable

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Other Party and incorporated herein through written amendment.

This Contract may be modified within the Contract period by written amendment signed by both Parties.

6. **Statement of Work.**

DSHS agrees to provide on-line computer services in support of Other Party from 7:00 a.m. to 6:00 p.m. Monday thru Friday, except holidays. In the event of an emergency or computer application error, DSHS may temporarily suspend services without advance notice.

Other Party will search DSHS databases, locate data, and issue Certifications of Vital Records to authorized individuals requesting such data. The certifications will be in a format formally approved by DSHS. No limit will be established on the number of searches per month not resulting in issuance of a certification, provided the number is reasonable.

Other Party will acquire the necessary data processing equipment, communications, hardware or software, and purchase "bank note" paper, as specified by DSHS. DSHS will assist in connection of the equipment, furnish software program and provide technical assistance, if necessary.

Other Party acknowledges that records may not be located in the searching process instituted by Other Party or records, which are located, may have errors due to:

- A) normal key-entry errors in spellings;
- B) accidental failure on the part of the DSHS to update a file for an amendment or paternity determination; and
- C) the event year does not exist on the system.

Other Party will notify DSHS in writing, at least monthly of errors or suspected errors that exist on the data base information.

Other Party is to maintain an inventory control and account for each document produced on "bank note" paper, including voided documents.

Other Party is responsible for maintaining a system of vital record keeping that is in accordance with Chapters 191 through 195 of the Health and Safety Code and the regulations adopted thereunder.

7. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by DSHS or goods provided under this Contract:

Name: Department of State Health Services
Address: 1100 West 49th Street
Austin, Texas 78756-3199
Vendor Identification Number: 35375375371000

8. **Payment Method.**

Fee for Service

Other Party agrees to reimburse DSHS \$1.83 (One Dollar and 83/100) for each Certification of Vital Record printed as a result of searches of the database.

Other Party agrees to charge the same base search fee for a birth certificate as DSHS. Additional fees may only be charged as authorized by Texas Health and Safety Code 191.

9. **Billing Instruction.** DSHS will submit a monthly itemized billing showing the number of transactions by date to Other Party and payment will be made no later than thirty (30) days following the billing date. Payment will be considered made on the date postmarked.

10. **Confidentiality.** Parties are required to comply with state and federal laws relating to the privacy and confidentiality of patient and client records that contain Protected Health Information (PHI), or other information or records made confidential by law. Other Party will maintain sufficient safeguards to prevent release or disclosure of any information obtained hereunder to anyone other than Other Party employee(s) or those who have an official need for the information and are authorized to receive such records. Other Party further agrees records obtained and issued, as specified under this contract, will be used for purposes as herein set out and the use of these records or data for other purposes must be agreed to in writing by both parties.

11. **Security of Patient or Client Records.** Other Party agrees that all data received from DSHS shall be treated as confidential, and ensure all information provided to outsourced entities remains confidential and utilized as specified in any pertinent written agreements. Data will not be used for any purpose other than that specifically set forth herein. Data will not be made available to any other individual or organization without proper consent. Data will be maintained to prevent unauthorized access and will not be used to track back to any individual or organization identified by the data. Other Party agrees to implement all reasonable and necessary procedures to ensure that only authorized users will have access and will notify DSHS immediately should it detect a security violation by one of its employees or any other person. Other Party is responsible for insuring that authorized Other Party employee(s) use only their own individual passwords while logged into DSHS on-line computer applications.

DSHS will inactivate any individual who does not use their account for ninety (90) days. Other Party shall notify DSHS of all branch locations.

12. **Suspension of Services Under This Contract.** In the event of an emergency or computer overload, DSHS may temporarily suspend services without advance notice. This Contract may be immediately suspended upon reasonable suspicion by DSHS that the terms of this Contract have been violated. DSHS further reserves the right to terminate this Contract if, after reasonable notice and investigation, it is concluded that a violation of this Contract has occurred.

13. **Liability for Harm.** It is expressly understood that DSHS makes no guarantee of accuracy regarding the data provided to Other Party under this contract.

14. **Termination.** This Contract may be terminated by mutual agreement of both parties. Either party may terminate this Contract by giving 30 day's written notice of its intent to terminate. Written notice may be sent by any method, which provides verification of receipt, and the 30 days will be calculated from the date of receipt. This Contract may be terminated for cause by either party for breach or failure to perform an essential requirement of the Contract.

DSHS reserves the right to limit or cancel access under this Contract should DSHS determine that it has insufficient capacity in its computer system to maintain current levels of transactions by Other Party and/or that continued access by Other Party is detrimental to the overall efficiency and operation of DSHS's computer systems. Any such limitation or termination of services will be upon written notice to Other Party by DSHS.

Upon termination of all or part of this Contract, Department and Other Party will be discharged from any further obligation created under the applicable terms of this Contract except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination.

15. Terms & Conditions.

A. Federal and State Laws, Rules and Ordinances. Parties shall comply with all applicable federal and state statutes, rules and regulations.

B. Applicable Contracts Law and Venue for Disputes. Regarding all issues related to contract formation, performance, interpretation, and any issues that may arise in any dispute between the Parties, the Contract shall be governed by, and construed in accordance with, the laws of the State of Texas. In the event of a dispute between the Parties, venue for any suit shall be Travis County, Texas.

C. Exchange of Client-Identifying Information. Except as prohibited by other law, Other Party and DSHS shall exchange Public Health Information (PHI) without the consent of clients in accordance with 45 CFR § 164.504(e)(3)(i)(B), Health and Safety Code § 533.009 and Rule Chapter 414, Subchapter A or other applicable law or rules. Contractor shall disclose information described in Health and Safety Code § 614.017(a)(2) relating to special needs offenders, to an agency described in Health and Safety Code §614.017(c) upon request of that agency, unless Contractor documents that the information is not allowed to be disclosed under 45 CFR Part 164 or other applicable law.

D. Records Retention. DSHS shall retain records in accordance with the Department's State of Texas Records Retention Schedule, located at <http://www.dshs.state.tx.us/records/schedules.shtm>, Department Rules and other applicable state and federal statutes and regulations governing medical, mental health, and substance abuse information.

E. Severability and Ambiguity. If any provision of this Contract is construed to be illegal or invalid, the illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions will continue. Parties represent and agree that the language contained in this Contract is to be construed as jointly drafted, proposed and accepted.

F. Legal Notice. Any notice required or permitted to be given by the provisions of this Contract shall be deemed to have been received by a Party on the third business day after the date on which it was mailed to the Party at the address first given above (or at such other address as the Party shall specify to the other Party in writing) or, if sent by certified mail, on the date of receipt.

G. Immunity Not Waived. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY DEPARTMENT OR THE STATE OF TEXAS OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT DEPARTMENT OR THE STATE OF TEXAS MAY HAVE BY OPERATION OF LAW.

H. Waiver. Acceptance by either party of partial performance or failure to complain of any action, non-action or default under this Contract shall not constitute a waiver of either party's rights under the Contract.

I. Breach of Contract Claim. The process for a breach of contract claim against the Department provided for in Chapter 2260 of Texas Government Code and implemented in the rules at 25 TAC §§1.431-1.447 shall be used by DSHS and Other Party to attempt to resolve any claim for breach of contract made against DSHS.

J. Inspections.

Other Party shall permit authorized DSHS personnel, during normal working hours, to conduct site visits and review such records as needed to ascertain compliance with the terms of this contract.

K. Voided Records.

To ensure compliance with Texas Administrative Code 181.24 Abused, Misused, or Flagged Records, DSHS is asking all Local office staff to be prudent in reviewing and checking record information on the computer screen prior to printing. The State Vital Statistics Unit does not honor nor encourage what some may consider "courtesy or free copies". All documents printed via the remote access system are considered legal and viable documents. Every time a specific record is printed, it is counted. Once a record has been printed 10 times, it can no longer be issued without authorization from the State Vital Statistics Unit Office. Records printed by accident should be reported to the Security Manager to reset the lifetime count. The State Vital Statistics Unit is not responsible for: printers not being turned on, printing to wrong printer, printers not working properly, the accidental printing of a wrong record. In order to reset the lifetime count of a customer, Other Party must notify DSHS Security Manager in writing to clear voided records from the remote access system's customer lifetime counts and the original voided certificate must be sent into the State Vital Statistics Unit Office.

L. Credits.

DSHS will handle credit requests on a case-by-case basis. Credits may be considered in those cases of emergency situations, i.e., equipment and systems failures or inclement weather. Other party shall submit these requests in writing along with pertinent documentation to provide justification to the State Registrar and/or designee for approval. DSHS will provide written documentation to the Other Party on the status of the approval of credit requests.

16. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract. By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES

By: *Bob Burnette*
Signature of Authorized Official

6/13/08
Date

Bob Burnette, C.P.M., CTPM
Director, Client Services Contracting Unit

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

(512) 458-7470

Bob.Burnette@dshs.state.tx.us

OTHER PARTY

By: *Sherry Dowd*
Signature

6-23-08
Date

Sherry Dowd Navarro County Clerk
Printed Name and Title

PO Box 423
Address

Corsicana, TX 75151
City, State, Zip

903 654-3035
Telephone Number

sdowd@navarrocounty.org
E-mail Address for Official Correspondence

of the unit collected or delinquent on property taxed by the unit during the preceding 12-month period. Annual reports are due on the 60th day following the last day of the fiscal year.

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- (c) Except as otherwise provided by Subsection (d) of this section, at least monthly the collector for a taxing unit shall deposit in the unit's depository all taxes collected for the unit. The governing body of a unit may require deposits to be made more frequently.
 - (d) If the taxes of a taxing unit are collected by the collector or other officer or employee of another taxing unit or by an appraisal district as provided by the law creating or authorizing creation of the unit or as the result of an election held under Section 6.26 of this code, the entity that collects the taxes shall deposit the taxes in the unit's depository daily, unless the governing body of that unit by official action provides that those deposits may be made less often than daily.

Amended by 1983 Tex. Laws, p. 5462, ch. 1027, Sec. 1; amended by 1987 Tex. Laws, ch. 488, Sec. 1.

Cross References:

County collector, see Sec. 6.21.
Assessor and collector for other units, see Sec. 6.22.
Consolidation of collection by election, see Sec. 6.26.

Note:

County tax funds may be electronically transferred from the county tax assessor's account in the county depository to the county treasury, but only the county tax assessor-collector is authorized to initiate electronic transfer of the funds. Op. Tex. Att'y Gen. No. JC-231 (2000).

Sec. 31.11. Refunds of Overpayments or Erroneous Payments.

(a) If a taxpayer applies to the tax collector of a taxing unit for a refund of an overpayment or erroneous payment of taxes and the auditor for the unit determines that the payment was erroneous or excessive, the tax collector shall refund the amount of the excessive or erroneous payment from available current tax collections or from funds appropriated by the unit for making refunds. However, the collector may not make the refund unless:

(1) in the case of a collector who collects taxes for one taxing unit, the governing body of the taxing unit also determines that the payment was erroneous or excessive and approves the refund if the amount of the refund exceeds:

- (A) \$2,500 for a refund to be paid by a county with a population of 1.5 million or more; or
- (B) \$500 for a refund to be paid by any other taxing unit; or

(2) in the case of a collector who collects taxes for more than one taxing unit, the governing body of the taxing unit that employs the collector also determines that the payment was erroneous or excessive and approves the refund if the amount of the refund exceeds \$2,500.

(b) A taxing unit that determines a taxpayer is delinquent in ad valorem tax payments on property other than the property for which liability for

a refund arises may apply the amount of an overpayment or erroneous payment to the payment of the delinquent taxes if the taxpayer was the sole owner of the property:

- (1) for which the refund is sought on January 1 of the tax year in which those taxes were assessed; and
 - (2) on which the taxes are delinquent on January 1 of the tax year for which those taxes were assessed.
- (c) An application for a refund must be made within three years after the date of the payment or the taxpayer waives the right to the refund. A taxpayer may apply for a refund by filing:
 - (1) an application on a form prescribed by the comptroller by rule; or
 - (2) a written request that includes information sufficient to enable the auditor for the taxing unit and, if applicable, the governing body of the taxing unit to determine whether the taxpayer is entitled to the refund.
 - (d) The collector for a taxing unit shall provide a copy of the refund application form without charge on request to a taxpayer or a taxpayer's representative.
 - (e) An application for a refund must:
 - (1) include an affirmation by the taxpayer that the information in the application is true and correct; and
 - (2) be signed by the taxpayer.
 - (f) This subsection applies only to a refund that is required to be approved by the governing body of a taxing unit. The presiding officer of the governing body of the taxing unit is not required to sign the application for the refund or any document accompanying the application to indicate the governing body's approval or disapproval of the refund. The collector for the taxing unit shall indicate on the application whether the governing body approved or disapproved the refund and the date of the approval or disapproval.
 - (g) If a taxpayer submits a payment of taxes that exceeds by \$5 or more the amount of taxes owed for a tax year to a taxing unit, the collector for the taxing unit, without charge, shall mail to the taxpayer or the taxpayer's representative a written notice of the amount of the overpayment accompanied by a refund application form.

Added by 1981 Tex. Laws (1st C.S.), p. 167, ch. 13, Sec. 126; amended by 1993 Tex. Laws, p. 387, ch. 198, Sec. 1; amended by 1999 Tex. Laws, p. 3105, ch. 565, Sec. 1 and p. 3637, ch. 915, Sec. 1; amended by 2001 Tex. Laws, p. 1203, ch. 673, Sec. 1; p. 1591, ch. 843, Sec. 1; and p. 4821, ch. 1430, Sec. 8; amended by HB 3540, 78th Tex. Leg. 2003, effective September 1, 2003.

Cross References:

Consolidation collections, see Secs. 6.22, 6.24 and 6.26.
Refunds made automatically by unit, see Sec. 26.15(f).
Refunds resulting from a tax rate rollback election, see Sec. 26.07(g).
Representation of property owner, see Sec. 1.111.
Interest on refunds, see Sec. 31.12.

APPLICATIUN FOR TAX REFUND

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Collecting office name/address
NAVARRO COUNTY TAX OFFICE
RUSSELL P. HUDSON TAX A/C
P O BOX 1070
CORSIKANA, TX. 75151
(903) 654-3080

Property description/location
A10256 C B EMMONS ABST,
TRACT 2
ACRES 26.494

Owners name/address
CALANDRO JOHN III & KIM JOINT LIVING TRU
CALANDRO JOHN III & KIM TRUSTEES
4128 WINDSOR PKWY
DALLAS, TX 75205

Acct# R11710
Prop. location 8943 NE CR 3270

To apply for a tax refund, the tax payer must complete the following
Tax payment information

Name of Taxing Unit From Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. <u>Sendera Title, Inc.</u>	<u>2004-2007</u>	<u>12/14/07</u>	<u>\$ 14,255.28</u>	<u>\$ 3,199.06</u>
2. _____	_____	_____	\$ _____	\$ _____
3. _____	_____	_____	\$ _____	\$ _____
4. _____	_____	_____	\$ _____	\$ _____
5. _____	_____	_____	\$ _____	\$ _____
6. _____	_____	_____	\$ _____	\$ _____
7. _____	_____	_____	\$ _____	\$ _____
8. _____	_____	_____	\$ _____	\$ _____
9. _____	_____	_____	\$ _____	\$ _____
10. _____	_____	_____	\$ _____	\$ _____

Sec 31.11
Sec 2

Taxpayers reason for refund (attach supporting documentation): Overage due
to supplemental changes on 12/13/07, to be made
payable directly to Theodore J. Eck.

"I hereby apply for the refund of the above-described taxes and certify
that the information I have given on this form is true and correct."

Signature: Gleneths Better, Esq. Date: 4/14/08

Phone Number: 972-331-6800

If you make a false statement on this application, you could be found
guilty of a Class A misdemeanor or a state jail felony under Texas Penal
Code Section 37.10.

***** TAX OFFICE DATA BELOW *****

This tax refund is Approved Disapproved

Authorized signature: [Signature] Date: 4/16/08

Auditors signature if under \$2,500.00, County Judges signature following
Approval of Commissioners Court if \$2,500.00 or more. Sec. 31.11 Tax Code.

Date received in Tax Office: 4/16/08

Date submitted to Auditor: _____

Date submitted to Commissioners Court: 4/28/08

Current State of Account

Account Numbers / Ownership Information		Legal Information	Exemptions	Valuation	Taxing Entities	Frz Yr	Frz Amt	Taxable Values
<i>814</i> Id:	R000011710 / 2004	Abstract:	Homestead:	* Imp Hs:	* Cd1: GNV	0	0.00	188,000
Geo Id:	10256.00.00020.000.00.0	Lot:	Over 65:	Imp NonHs:	Cd2:		0.00	
Alt Id:		Block:	Partial O65:	Imp NewHs:	* Cd3: RBC	0	0.00	188,000
Min Id:		Subd:	Port Code:	Imp NewNonHs:	* Cd4: JCN	0	0.00	188,000
Xref:		* Acres: 26.494	Port Pct:	* Imp Total:	* Cd5: NFL	0	0.00	188,000
* Name:	CALANDRO JOHN III & KIM	Pti Acres:	Over 55:	* Lnd Hs:	Cd6:		0.00	
* Incareof:	CALANDRO JOHN III & KIM	Situs:	Disabled:	* Lnd NonHs:	Cd7:		0.00	
* Addr1:	4128 WINDSOR PKWY	* Legal: A10256 C B EMMONS ABST, TRACT 2	Partial Dis:	Lnd NewHs:	Cd8:		0.00	
* Addr2:			Dis Vet:	Lnd NewNonHs:	Cd9:		0.00	
Addr3:			Const:	* Lnd Total:	Cd10:		0.00	
* City,St Zip:	DALLAS, TX 75205		Prorate:	Production:	Cd11:		0.00	
Ownership%:	100.000000000%	Mho Yr:	Abatement:	Production Mkt:	Cd12:		0.00	
Birthdate:		Make:	Polution:	Personal:	Cd13:		0.00	
Confidential:		Model:	Freeport:	Personal New:	Cd14:		0.00	
Deed Vol:		Label:	Minimum:	Personal Total:				
Deed Page:		Serial:	Other:	Mineral:				
Deed Date:		Size:		* Total Market:				188,000
		Title:		Prod Loss:				
		Desc:		Cap Loss:				
				* Assessed:				188,000

Green Main

Journal Date: 12/10/2007 12:33:22 PM
 Journal SUPP-SUPPLEMENT PROPERTY USER: LINDAD
 Journal Note: OWNERSHIP CHANGE FROM PHILYAW TO ECK. DELETE UNDI INT NOW WHOLE ACCT FOR ECK. PLEASE WAIVE P & I AND ALLOW 21 DAYS TO PAY. PER JM/LD

Prior State of Account

Account Numbers / Ownership Information		Legal Information	Exemptions	Valuation	Taxing Entities	Frz Yr	Frz Amt	Taxable Values
Id:	R000011710 / 2004	Abstract:	Homestead:	Imp Hs:	Cd1: GNV	0	0.00	94,000
Geo Id:	10256.00.00020.000.00.0	Lot:	Over 65:	Imp NonHs:	Cd2:		0.00	
Alt Id:		Block:	Partial O65:	Imp NewHs:	Cd3: RBC	0	0.00	94,000
Min Id:		Subd:	Port Code:	Imp NewNonHs:	Cd4: JCN	0	0.00	94,000
Xref:		Acres: .000	Port Pct:	Imp Total:	Cd5: NFL	0	0.00	94,000
Name:	PHILYAW ROBERT	Pti Acres:	Over 55:	Lnd Hs:	Cd6:		0.00	
Incareof:		Situs:	Disabled:	Lnd NonHs:	Cd7:		0.00	
Addr1:	% J HUTTON PULITZER & CO	Legal: A10256 C B EMMONS ABST, TRACT 2, ACRES 26.494, UNDIVIDED INTEREST 50%	Partial Dis:	Lnd NewHs:	Cd8:		0.00	
Addr2:	5001 SPRING VALLEY RD;STE		Dis Vet:	Lnd NewNonHs:	Cd9:		0.00	
Addr3:			Const:	Lnd Total:	Cd10:		0.00	
City,St Zip:	DALLAS, TX 75244		Prorate:	Production:	Cd11:		0.00	
Ownership%:	100.000000000%	Mho Yr:	Abatement:	Production Mkt:	Cd12:		0.00	
Birthdate:		Make:	Polution:	Personal:	Cd13:		0.00	
Confidential:		Model:	Freeport:	Personal New:	Cd14:		0.00	
Deed Vol:		Label:	Minimum:	Personal Total:				
Deed Page:		Serial:	Other:	Mineral:				
Deed Date:		Size:		Total Market:				94,000
		Title:		Prod Loss:				
		Desc:		Cap Loss:				
				Assessed:				94,000

Current State of Account

Account Numbers / Ownership Information		Legal Information	Exemptions	Valuation	Taxing Entities	Frz Yr	Frz Amt	Taxable Values	
<i>815</i> Id:	R000011710 / 2005	Abstract:	Homestead:	* Imp Hs:	535,520	* Cd1: GNV	0	0.00	644,080
Geo Id:	10256.00.00020.000.00.0	Lot:	Over 65:	* Imp NonHs:	55,560	Cd2:		0.00	
Alt Id:		Block:	Partial O65:	Imp NewHs:		* Cd3: RBC	0	0.00	644,080
Min Id:		Subd:	Port Code:	Imp NewNonHs:		* Cd4: JCN	0	0.00	644,080
Xref:		* Acres: 26.494	Port Pct:	* Imp Total:	591,080	* Cd5: NFL	0	0.00	644,080
* Name:	CALANDRO JOHN III & KIM	Ptl Acres:	Over 55:	* Lnd Hs:	2,000	Cd6:		0.00	
* Incareof:	CALANDRO JOHN III & KIM	Situs:	Disabled:	* Lnd NonHs:	51,000	Cd7:		0.00	
* Addr1:	4128 WINDSOR PKWY	* Legal: A10256 C B EMMONS ABST, TRACT	Partial Dis:	Lnd NewHs:		Cd8:		0.00	
* Addr2:			Dis Vet:	Lnd NewNonHs:		Cd9:		0.00	
* Addr3:			Const:	* Lnd Total:	53,000	Cd10:		0.00	
* City,St Zip:	DALLAS, TX 75205		Prorate:	Production:		Cd11:		0.00	
Ownership%:	100.000000000%	Mhd Yr:	Abatement:	Production Mkt:		Cd12:		0.00	
Birthdate:		Make:	Polution:	Personal:		Cd13:		0.00	
Confidential:		Model:	Freeport:	Personal New:		Cd14:		0.00	
Deed Vol:		Label:	Minimum:	Personal Total:					
Deed Page:		Serial:	Other:	Mineral:					
Deed Date:		Size:		* Total Market:	644,080				
		Title:		Prod Loss:					
		Desc:		Cap Loss:					
				* Assessed:	644,080				

Linda M...

Journal Date: 12/10/2007 12:52:18 PM

Journal SUPP-SUPPLEMENT PROPERTY USER: LINDAD

Journal Note: OWNERSHIP CHANGE FROM PHILYAW TO ECK. DELETE UNDI INT NOW WHOLE ACCT FOR ECK. PLEASE ALLOW 21 DAYS TO PAY WITHOUT P & I. PER JM/LD

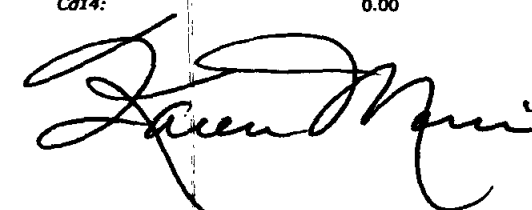
Prior State of Account

Account Numbers / Ownership Information		Legal Information	Exemptions	Valuation	Taxing Entities	Frz Yr	Frz Amt	Taxable Values	
Id:	R000011710 / 2005	Abstract:	Homestead:	Imp Hs:	267,760	Cd1: GNV	0	0.00	322,040
Geo Id:	10256.00.00020.000.00.0	Lot:	Over 65:	Imp NonHs:	27,780	Cd2:		0.00	
Alt Id:		Block:	Partial O65:	Imp NewHs:		Cd3: RBC	0	0.00	322,040
Min Id:		Subd:	Port Code:	Imp NewNonHs:		Cd4: JCN	0	0.00	322,040
Xref:		Acres: .000	Port Pct:	Imp Total:	295,540	Cd5: NFL	0	0.00	322,040
Name:	PHILYAW ROBERT	Ptl Acres:	Over 55:	Lnd Hs:	1,000	Cd6:		0.00	
Incareof:		Situs:	Disabled:	Lnd NonHs:	25,500	Cd7:		0.00	
Addr1:	% J HUTTON PULITZER & CO	Legal: A10256 C B EMMONS ABST, TRACT 2, ACRES 26.494, UNDIVIDED INTEREST 50%	Partial Dis:	Lnd NewHs:		Cd8:		0.00	
Addr2:	5001 SPRING VALLEY RD;STE		Dis Vet:	Lnd NewNonHs:		Cd9:		0.00	
Addr3:			Const:	Lnd Total:	26,500	Cd10:		0.00	
City,St Zip:	DALLAS, TX 75244		Prorate:	Production:		Cd11:		0.00	
Ownership%:	100.000000000%	Mhd Yr:	Abatement:	Production Mkt:		Cd12:		0.00	
Birthdate:		Make:	Polution:	Personal:		Cd13:		0.00	
Confidential:		Model:	Freeport:	Personal New:		Cd14:		0.00	
Deed Vol:		Label:	Minimum:	Personal Total:					
Deed Page:		Serial:	Other:	Mineral:					
Deed Date:		Size:		Total Market:	322,040				
		Title:		Prod Loss:					
		Desc:		Cap Loss:					
				Assessed:	322,040				



Current State of Account

Account Numbers / Ownership Information		Legal Information	Exemptions	Valuation	Taxing Entities	Frz Yr	Frz Amt	Taxable Values
<i>816</i> Id:	R000011710 / 2006	* Abstract: A10256 C B EMMONS ABST	Homestead:	* Imp Hs: 535,520	* Cd1: GNV	0	0.00	644,080
Geo Id:	10256.00.00020.000.00.0	* Lot:	Over 65:	* Imp NonHs: 55,560	* Cd2: SEN	0	0.00	644,080
Alt Id:		Block:	Partial O65:	Imp NewHs:	* Cd3: RBC	0	0.00	644,080
Min Id:		Subd:	Port Code:	Imp NewNonHs:	* Cd4: JCN	0	0.00	644,080
Xref:		* Acres: 26.494	Port Pct:	* Imp Total: 591,080	* Cd5: NFL	0	0.00	644,080
* Name:	CALANDRO JOHN III & KIM	Pti Acres: .000	Over 55:	* Lnd Hs: 2,000	Cd6:		0.00	
* Incareof:	CALANDRO JOHN III & KIM	* Situs: 8943 NE CR 3270	Disabled:	* Lnd NonHs: 51,000	Cd7:		0.00	
* Addr1:	4128 WINDSOR PKWY	* Legal: ABST: A10256 C B EMMONS ABST, TRACT: 2	Partial Dis:	Lnd NewHs:	Cd8:		0.00	
* Addr2:			Dis Vet:	Lnd NewNonHs:	Cd9:		0.00	
Addr3:			Const:	* Lnd Total: 53,000	Cd10:		0.00	
* City,St Zip:	DALLAS, TX 75205		Prorate:	Production:	Cd11:		0.00	
* Ownership%:	100.000000000%	Mhp Yr:	Abatement:	Production Mkt:	Cd12:		0.00	
Birthdate:		Make:	Polution:	Personal:	Cd13:		0.00	
Confidential:		Model:	Freeport:	Personal New:	Cd14:		0.00	
Deed Vol:		Label:	Minimum:	Personal Total:				
Deed Page:		Serial:	Other:	Mineral:				
Deed Date:		Size:		* Total Market: 644,080				
		Title:		Prod Loss:				
		Desc:		Cap Loss:				
				* Assessed: 644,080				



Journal Date: 12/10/2007 11:04:11 AM

Journal SUPP-SUPPLEMENT PROPERTY USER: LINDAD

Journal Note: DELETED UNDIVIDED INTEREST WITH R79220 - WHOLE ACCOUNT NOW TO THIS ACCOUNT PER DEED. TO THEODORE ECK IN 1687/406. PLEASE ALLOW 21 DAYS TO PAY WITHOUT P & I PER JM/LD

Prior State of Account

Account Numbers / Ownership Information		Legal Information	Exemptions	Valuation	Taxing Entities	Frz Yr	Frz Amt	Taxable Values
Id:	R000011710 / 2006	Abstract:	Homestead:	Imp Hs: 267,760	Cd1: GNV	0	0.00	322,040
Geo Id:	10256.00.00020.000.00.0	Lot: 2	Over 65:	Imp NonHs: 27,780	Cd2: SEN	0	0.00	322,040
Alt Id:		Block:	Partial O65:	Imp NewHs:	Cd3: RBC	0	0.00	322,040
Min Id:		Subd:	Port Code:	Imp NewNonHs:	Cd4: JCN	0	0.00	322,040
Xref:		* Acres: 13.247	Port Pct:	Imp Total: 295,540	Cd5: NFL	0	0.00	322,040
Name:	PHILYAW ROBERT	Pti Acres: .000	Over 55:	Lnd Hs: 1,000	Cd6:		0.00	
Incareof:		Situs: 8943 NE CR 3270	Disabled:	Lnd NonHs: 25,500	Cd7:		0.00	
Addr1:	% J HUTTON PULTZER & CO	Legal: LOT: 2, A10256 C B EMMONS ABST, TRACT 2, ACRES 26.494, UNDIVIDED INTEREST 50%	Partial Dis:	Lnd NewHs:	Cd8:		0.00	
Addr2:	5001 SPRING VALLEY RD;STE		Dis Vet:	Lnd NewNonHs:	Cd9:		0.00	
Addr3:			Const:	Lnd Total: 26,500	Cd10:		0.00	
* City,St Zip:	DALLAS, TX 75244		Prorate:	Production:	Cd11:		0.00	
* Ownership%:	50.0000000%	Mhp Yr:	Abatement:	Production Mkt:	Cd12:		0.00	
Birthdate:		Make:	Polution:	Personal:	Cd13:		0.00	
Confidential:		Model:	Freeport:	Personal New:	Cd14:		0.00	
Deed Vol:		Label:	Minimum:	Personal Total:				
Deed Page:		Serial:	Other:	Mineral:				
Deed Date:		Size:		Total Market: 322,040				
		Title:		Prod Loss:				
		Desc:		Cap Loss:				
				Assessed: 322,040				

Current State of Account

Account Numbers / Ownership Information		Legal Information		Exemptions		Valuation		Taxing Entities		Frz Yr	Frz Amt	Taxable Values
<i>817</i> Id:	R000011710 / 2007	* Abstract:	A10256 C B EMMONS ABST	Homestead:	* Imp Hs:	573,830	* Cd1:	GNV	0	0.00	617,570	
Geo Id:	10256.00.00020.000.00.0	* Lot:		Over 65:	Imp NonHs:		* Cd2:	SEN	0	0.00	617,570	
Alt Id:		Block:		Partial 065:	Imp NewHs:		* Cd3:	RBC	0	0.00	617,570	
Min Id:		Subd:		Port Code:	Imp NewNonHs:		* Cd4:	JCN	0	0.00	617,570	
Xref:		* Acres:	26.494	Port Pct:	* Imp Total:	573,830	* Cd5:	NFL	0	0.00	617,570	
* Name:	CALANDRO JOHN III & KIM	Ptl Acres:	.000	Over 55:	* Lnd Hs:	5,500	Cd6:			0.00		
* Incareof:	CALANDRO JOHN III & KIM	* Situs:	8943 NE CR 3270	Disabled:	* Lnd NonHs:	38,240	Cd7:			0.00		
* Addr1:	4128 WINDSOR PKWY	* Legal:	ABST: A10256 C B EMMONS ABST, TRACT: 2	Partial Dis:	Lnd NewHs:		Cd8:			0.00		
* Addr2:				Dis Vet:	Lnd NewNonHs:		Cd9:			0.00		
Addr3:				Const:	* Lnd Total:	43,740	Cd10:			0.00		
* City,St Zip:	DALLAS, TX 75205			Prorate:	Production:		Cd11:			0.00		
* Ownership%:	100.000000000%	Mhd Yr:		Abatement:	Production Mkt:		Cd12:			0.00		
Birthdate:		Make:		Polution:	Personal:		Cd13:			0.00		
Confidential:		Model:		Freeport:	Personal New:		Cd14:			0.00		
Deed Vol:		Label:		Minimum:	Personal Total:							
Deed Page:		Serial:		Other:	Mineral:							
Deed Date:		Size:			* Total Market:	617,570						
		Title:			Prod Loss:							
		Desc:			Cap Loss:							
					* Assessed:	617,570						

Lauren Merin

Journal Date: 12/10/2007 11:02:26 AM

Journal SUPP-SUPPLEMENT PROPERTY USER: LINDAD

Journal Note: DELETED UNDIVIDED INTEREST WITH R79220 - WHOLE ACCOUNT NOW TO THIS ACCOUNT PER DEED TO THEODORE ECK IN 1687/406. PLEASE ALLOW 21 DAY TO PAY WITHOUT P & I PER JM/LD

Prior State of Account

Account Numbers / Ownership Information		Legal Information		Exemptions		Valuation		Taxing Entities		Frz Yr	Frz Amt	Taxable Values
Id:	R000011710 / 2007	Abstract:		Homestead:	Imp Hs:	286,920	Cd1:	GNV	0	0.00	308,790	
Geo Id:	10256.00.00020.000.00.0	Lot:	2	Over 65:	Imp NonHs:		Cd2:	SEN	0	0.00	308,790	
Alt Id:		Block:		Partial 065:	Imp NewHs:		Cd3:	RBC	0	0.00	308,790	
Min Id:		Subd:		Port Code:	Imp NewNonHs:		Cd4:	JCN	0	0.00	308,790	
Xref:		* Acres:	13.247	Port Pct:	Imp Total:	286,920	Cd5:	NFL	0	0.00	308,790	
Name:	PHILYAW ROBERT	Ptl Acres:	.000	Over 55:	Lnd Hs:	2,750	Cd6:			0.00		
Incareof:		Situs:	8943 NE CR 3270	Disabled:	Lnd NonHs:	19,120	Cd7:			0.00		
Addr1:	% J HUTTON PULITZER & CO	Legal:	LOT: 2, A10256 C B EMMONS ABST, TRACT 2, ACRES 26.494, UNDIVIDED INTEREST 50%	Partial Dis:	Lnd NewHs:		Cd8:			0.00		
Addr2:	5001 SPRING VALLEY RD;STE			Dis Vet:	Lnd NewNonHs:		Cd9:			0.00		
Addr3:				Const:	Lnd Total:	21,870	Cd10:			0.00		
* City,St Zip:	DALLAS, TX 75244			Prorate:	Production:		Cd11:			0.00		
Ownership%:	50.00000000%	Mhd Yr:		Abatement:	Production Mkt:		Cd12:			0.00		
Birthdate:		Make:		Polution:	Personal:		Cd13:			0.00		
Confidential:		Model:		Freeport:	Personal New:		Cd14:			0.00		
Deed Vol:		Label:		Minimum:	Personal Total:							
Deed Page:		Serial:		Other:	Mineral:							
Deed Date:		Size:			Total Market:	308,790						
		Title:			Prod Loss:							
		Desc:			Cap Loss:							
					Assessed:	308,790						

818



Google Inc. & Affiliates

1600 Amphitheatre Parkway
Mountain View, CA 94043
Phone: (650) 253-8391 Fax: 650-618-1835

Quote Number: 0063000000JBRtY
Date: 4/11/2008
Quote Expiration 5/11/2008

Sales Quote Enterprise

Customer Billing Info

Name	North Texas HIDTA (Navarro County Texas)	Primary Contact	Kevin Kelley
Address	TX US	Title	Information Technology Specialist
Phone	(972) 915-9524	Phone	(972) 915-9524
Fax	_____	Sales Rep	Michael Lee
		E-mail	mikelee@google.com

QTY.	PRODUCT	DESCRIPTION	SELL PRICE	TOTAL
130	GAPPS-PREM-1USER-12MO	GAPPS - 1 User, Premium	USD 50.00	USD 6,500.00
Total:				USD 6,500.00

Sales Quote Instructions:

Purchase Process. In order to place a purchase hereunder, Customer shall provide a written purchase order to Google which references this Quote and the Google Enterprise Master Purchase Agreement between Customer and Google (the "Master Agreement"). None of the terms and conditions of any such purchase order (or subsequent purchase orders from Customer) shall apply to or modify the Master Agreement, and any terms or conditions in such purchase orders are null and void. Any purchase pursuant to this Quote and a purchase order will be governed by the terms and conditions of the Master Agreement.

Shipment. No shipment will occur prior to Google's receipt of a complete and duly executed purchase order referencing this Quote and the Master Agreement. For all physical shipments, Products will be shipped F.O.B. destination, otherwise for Product available for electronic shipment or download, Google will provide Customer with instructions on downloading such Products. Upon shipment, Google may provide Customer with a temporary license key and will transmit a permanent license key upon receipt of full payment.

**GOOGLE INC.
GOOGLE APPS PREMIER EDITION AGREEMENT**

This Google Apps Premier Edition Agreement (the "**Agreement**") is entered into by and between Google Inc., a Delaware corporation, with offices at 1600 Amphitheatre Parkway, Mountain View, California 94043 ("**Google**") and Navarro County-NT HIDTA, a government agency formed under the laws of Texas with an address at 300 West 3rd Avenue, Corsicana, Texas ("**Customer**"). This Agreement will be effective as of the date signed by Google below (the "**Effective Date**"). This Agreement governs Customer's access to and use of the Service (as defined below).

1. **Definitions.**

1.1. "**Administrator Account**" means the account provided to Customer by Google for the purpose of administering the End User Accounts of Customer's End Users.

1.2. "**Administrative Console**" means the tool Customer may use to access reporting and certain other administration functions. The Administrative Console will be located at a URL that will be provided by and may be updated by Google from time to time.

1.3. "**Customer Domain Name(s)**" means the domain name(s) owned by Customer and specified in the Quote (as defined in Section 1.7 below).

1.4. "**End Users**" means Customer's employees, consultants and temporary personnel (employed by staffing agencies) who are registered to use the Services.

1.5. "**End User Account**" means Google-hosted accounts provided to Customer's End Users through the Service for the purpose of enabling such End Users to use the Service.

1.6. "**General Availability Date**" means the date upon which Google makes the Services described in this Agreement generally available to Customers, as determined by Google in its sole discretion.

1.7. "**Quote**" means the written offer by Google to provide a specific number of End User Accounts to Customer subject to the terms and conditions of this Agreement. Each Quote will incorporate this Agreement and will contain, without limitation: (i) product and/or service SKUs (including the term for any End User Accounts, if applicable); (ii) number of End User Accounts; (iii) price; (iv) Customer Domain Name(s) and (v) a reference number.

1.8. "**Service(s)**" means the services referred to by Google as "Google Apps Premier Edition" or "Google Apps" that are hosted by Google and used by Customer under this Agreement.

1.9. "**Service Level Agreement,**" or "**SLA**" means the Service Level Agreement located at the following URL: <http://www.google.com/a/help/intl/en/admins/sla.html>

1.10. "**Service Pages**" mean the web pages displaying the Service to End Users.

1.11. "**Start Page**" means the Google-hosted web page provided through the Start Page Service, if Customer enables this Service.

1.12. "**Start Page Service**" means the service that provides customers of Google Apps Premier Edition with a Google-hosted web page for end users that enables certain customization by the customer through the Administrative Console and enables further customization by end users.

1.13. "**Start Page Terms of Service**" means the terms of service located at the following URL: http://www.google.com/a/help/intl/en/admins/startpage_terms.html, and which terms govern Customer's use of the Start Page Service.

2. Services.

2.1. Scope. Google will use commercially reasonable efforts to provide the Services to Customer during the Term of this Agreement. Google's provision of the Services to Customers is subject to the Service Level Agreement. Subject to the terms and conditions of this Agreement, Customer may use the Service to (a) provide End User Accounts to its End Users, and (b) administer such End User Accounts through the provided Administrative Console. Customer acknowledges that the Services are not a telephony service and that the Services are not capable of placing or receiving any calls, including emergency services calls, over publicly switched telephone networks. The default setting for the services is one which does not allow the serving of advertisements ("Ads") by Google in connection with the Services. Customer's enabling the serving of Ads through the Administrative Console will constitute Customer's authorization for Google to serve Ads. Customer agrees that, in the event Google is authorized to serve Ads, any revenue generated by Google from Ads or otherwise derived by Google from the Services will be retained by Google and will not be subject to any revenue sharing.

2.2. Implementation. Unless otherwise agreed by Google in writing, Customer shall create and administer End User Accounts and otherwise use the Services in a manner that complies with the technical and implementation requirements provided by Google from time to time. Google will verify, prior to the commencement of the Services, that the Customer Domain Names are owned by Customer. If Customer does not own the Customer Domain Names as provided to Google, then Google will have no obligation to provide Customer with the Services. Notwithstanding anything to the contrary, Google will have no obligation to process requests to create or administer End User Accounts under the Services that are not sent in compliance with the requirements of this Agreement. Information collected by Google may be stored and processed in the United States or any other country in which Google or its agents maintain facilities, provided that all such facilities shall adhere to security standards no less protective than the security standards at facilities where Google stores and processes its own information of a similar type. By using the Services, Customer consents to any such transfer, processing and storage of information. Customer is solely responsible for monitoring, responding to, and otherwise processing emails sent to the "abuse" and "postmaster" aliases for Customer Domain Name(s); however, Customer acknowledges and agrees that Google may also monitor, respond to or otherwise process emails sent to such aliases for Customer Domain Name(s).

3. Customer Obligations.

3.1. Administrative Policy; Privacy. Customer agrees to comply with the policy for the Service available at http://www.google.com/a/help/intl/en/admins/premier_education_program_policies.html (or such URL as Google may provide) (the "Admin Policy") which is incorporated herein by this reference and which may be updated from time to time. Customer agrees to protect the privacy of its End Users through a policy, which shall comply with all applicable laws and regulations, and which shall be communicated to Customer's End Users.

3.2. Customer Administration of the Services. Customer may specify one or more administrators through the Administrative Console who shall have the rights to access Customer's Administrator Account(s) and to administer the End User Accounts. Customer will receive a password and an Administrator Account to use in connection with administering the End User Accounts (and the Start Page, if enabled by Customer). Customer shall maintain the confidentiality of the password and Administrator Account, designating those employees who are authorized to access the Administrator Account, limiting the scope of such authorization to performance of duties under this Agreement, and shall ensure that all activities in connection with the Administrator Account comply with the Admin Policy and the terms of this Agreement. Customer agrees to immediately notify Google of any unauthorized use of, or access to, the Service, Customer's administrator privileges, password or Administrator Account, or of any other breach or attempted breach of which it becomes aware, including, without limitation, any security breach. Google shall not be liable for any loss or damage resulting from or in connection with Customer's failure to comply with its security obligations. Google reserves the right (i) upon commercially reasonable notice (which

may be via email), to suspend administrative access to the Service in response to Customer's material violation of any applicable terms of use or policy, (ii) to suspend the Service (or any component(s) of the Service as applicable) if, after using commercially reasonable efforts to discuss any such violation with Customer, the issue is not resolved; and (iii) to terminate the Service if Customer has not cured any such violation within thirty (30) days of the commencement of such suspension. Customer acknowledges and agrees that under no circumstances will Google be liable in any way for any acts or omissions of Customer or any End User, including any damages of any kind incurred as a result of such acts or omissions.

3.3. Suspension and Termination of Accounts. As used in this Section 3.3, the term "suspend" means that Customer will immediately disable the applicable End User Account as specified in the Administrative Console or as otherwise specified by Google. The duration of any suspension will be until Google is reasonably satisfied that no breach by the applicable End User has occurred or the applicable End User has cured the breach giving rise to such suspension. In the event that Customer becomes aware of any violation of any applicable terms of use or policy by an End User, Customer shall immediately suspend or terminate such End User Account unless Google agrees otherwise in writing (including by email). At Google's request, Customer will promptly suspend or terminate any End User Account or administrator's access to the Service in response to a violation of any applicable terms of use or policy by an End User or administrator. Google reserves the right to suspend or terminate End User Accounts in response to a violation or suspected violation of any applicable terms of use or policy.

3.4. Permissible Purposes; Compliance with Laws and Regulations. Customer agrees to use the Service only for purposes that are legal, proper and in accordance with this Agreement and all applicable policies or guidelines. In addition to this Agreement, Customer's use of certain Google services may be governed by policies or guidelines presented to Customer at the time Customer registers or accesses those services and which are specifically incorporated into this Agreement. Customer agrees to comply with all applicable export and reexport control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control. A Customer in a country outside of the United States or Customer, when providing End User Accounts to End Users located outside the United States, agrees to additionally comply with any local rules regarding online conduct and acceptable content, including laws regulating the export and reexport of data to and from the United States or such other country.

4. Restrictions. Except as expressly permitted by Google, Customer shall not alter, delete or modify any attributions included within the Service. Customer agrees that it will not engage in any activity that interferes with or disrupts the Service or servers or networks connected to the Service. Except for modifications made to the Start Page Service permitted through the Start Page Service Administrative Console, Customer agrees not to alter the Service or any information transmitted through the Service to End Users (except, with respect to the latter, as otherwise may be necessary to comply with the terms of this Agreement and/or commercially reasonable internal policies of Customer). Except as expressly set forth in this Agreement or as otherwise agreed by Google in writing, Customer shall not transmit, display or otherwise make available (or allow End Users or any other third party to transmit or make available) any content or documentation provided by Google to Customer in connection with the Services. Customer will not, and will not allow third parties to, use or access the Service in a manner not in compliance with the terms of the Agreement. Customer shall monitor and disable any such access or use by unauthorized parties (including, but not limited to, spammers or any third party sites).

5. Technical Support Services. Customer, at its own expense, shall respond to any questions and complaints from End Users and/or third parties relating to Customer or End Users' use of the Service. Google shall provide Technical support services for End Users solely through the Google.com Help Center, which is accessible at <http://www.google.com/support/> or such other URL as Google may provide from time to time. Subject to the terms and conditions of this Agreement, Google shall provide Technical Support Services ("TSS") to Customer's designated administrator(s) during the Term in accordance with Google's Technical Support Services Guidelines then in effect for the Service ("**TSS Guidelines**"). TSS Guidelines (including information on how to access TSS) are password protected and may be accessed

at the following URL: <http://www.google.com/a/help/intl/en/admins/tssg.html> (or such other URL as may be provided by Google). Google reserves the right to make changes to the TSS from time to time, provided that any such change does not materially adversely impact Customer. Prior to making any support request to Google, Customer shall first use reasonable efforts to fix any error, bug, malfunction, or network connectivity defect on its own, without escalation to Google. Thereafter, Customer's designated administrator(s) may submit a written request for technical support as described in the TSS Guidelines.

6. Purchases; Payment; Taxes.

6.1 Purchase Process. Customer may request End User Accounts (i) by notifying its Google Account Representative or (ii) after the General Availability Date, by submitting a request through the Administrative Console. For each purchase of End User Accounts by Customer hereunder, Google will issue a Quote to Customer to confirm the exact product and/or services, number of End User Accounts and price. In order to make a purchase hereunder, Customer shall provide a written purchase order to Google which references the Quote and this Agreement. The parties agree that none of the terms and conditions of any such purchase order (or subsequent purchase orders from Customer) shall apply to or modify the Agreement, and that any terms or conditions in such purchase orders that contradict this Agreement are null and void. End User Accounts that are ordered and for which Customer pays Fees prior to the General Availability Date will be considered to be paid up through the one year anniversary of the General Availability Date. Thereafter, each End User Account will be subject to the standard yearly fees, as determined by Google and set forth in the Quote.

6.2 Payment. All Fees shall be due thirty (30) days from the invoice date. Delinquent payments shall bear interest at the rate of one-and-one-half percent (1.5%) per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. Customer will be responsible for all reasonable expenses (including attorneys' fees) incurred by Google in collecting unpaid or delinquent amounts, except where such unpaid or delinquent amounts are due to billing inaccuracies attributable to Google. All payments due are in U.S. dollars unless otherwise indicated above. Payments made via wire transfer must include the following instructions:

Bank Name:	ABA Number:	Account Number:
Wells Fargo Bank	121000248	4375669785
Palo Alto, California USA	Google Inc.	

6.3 Purchase Order. If Customer requires a purchase order number to be included on the invoice, Customer shall issue a purchase order ("**Purchase Order**") to Google and Google shall have no obligation to provide support services until the Purchase Order has been received by Google. In the event that Customer does not require a Purchase Order number to be included on the invoice, Customer will provide Google with a PO waiver or email confirming a Purchase Order is not needed and Google may invoice Customer directly without a Purchase Order. In such case, Customer agrees to pay the invoiced amount without a Purchase Order. The parties agree that none of the terms and conditions of any Purchase Order from Customer shall apply to or modify this Agreement, and that any terms or conditions in such Purchase Orders that contradict this Agreement are null and void.

6.4 Taxes. Customer shall pay Google the fees in the amount and on the terms specified in the Quote, free and clear of, and without any reduction for, any and all taxes. Customer shall pay any taxes, including sales, use, personal property, value-added, excise, customs fees, import duties or stamp duties or other taxes and duties imposed by governmental agencies of whatever kind and imposed with respect to all transactions under the Agreement, including penalties and interest, but specifically excluding taxes based upon Google's net income. When Google has the legal obligation to pay or collect such taxes, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Google with a valid tax exemption certificate authorized by the appropriate taxing authority.

7. **Google Apps Premier Edition API Terms.** Customer's right to use, copy and retain a copy of the Google Apps Premier Edition API and the Google Apps Premier Edition API Specifications is subject to Customer's full compliance with the terms and conditions of this Agreement and the Google Apps Premier Edition API Terms available at http://www.google.com/a/help/intl/en/admins/api_terms.html or such other URL as Google may provide from time to time. Upon expiration or termination of this Agreement, Customer must cease all use of the Google Apps Premier Edition API.

8. **Confidential Information.** In connection with performance of its obligations hereunder, a party (the "Discloser") may disclose to the other party (the "Recipient") certain information that the Discloser considers confidential and/or proprietary ("**Confidential Information**") including, but not limited to, tangible, intangible, visual, electronic, present, or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs, and know-how; (d) business information, including operations, planning, marketing interests, and products; (e) any bugs, defects, security problems, and other issues relating to the Service; and (f) the existence and terms of this Agreement and the discussions, negotiations and proposals related thereto. The Recipient will only have a duty to protect Confidential Information disclosed to it by the Discloser: (1) if it is clearly and conspicuously marked as "confidential" or with a similar designation; (2) if it is identified by the Discloser as confidential and/or proprietary before, during, or promptly after presentation or communication; or (3) if it is disclosed in a manner in which the Discloser reasonably communicated, or the Recipient should reasonably have understood under the circumstances, that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any similar designation is used. Customer acknowledges that the source and object code of the software underlying the Service (the "**Software**") remains a confidential trade secret of Google and/or its licensors and that Customer is not entitled to review either the object code or the source code of the Software for any reason at any time. Recipient shall not disclose or cause to be disclosed any Confidential Information of Discloser, except to those employees, agents, representatives, or contractors of the parties who require access to the Confidential Information to perform under this Agreement ("**Authorized Personnel**") and who are bound by written agreement not to disclose third-party confidential or proprietary information disclosed to Recipient, or as such disclosure may be required by law or governmental regulation. Furthermore, Recipient agrees to be responsible for any act and/or omission of any Authorized Personnel in breach of this Section. Recipient shall protect the Confidential Information of Discloser by using the same degree of care, but no less than a reasonable degree of care, that it uses to protect its own confidential information of a like nature to prevent its unauthorized use, dissemination or publication to any unauthorized third parties. A party's Confidential Information shall not include information that: (i) is or becomes publicly available through no act or omission of Recipient; (ii) was in the Recipient's lawful possession prior to the disclosure and was not obtained by Recipient either directly or indirectly from the Discloser; (iii) is lawfully disclosed to the Recipient by a third party without restriction on Recipient's disclosure, and where Recipient was not aware that the information was the confidential information of Discloser; or (iv) is independently developed by the Recipient without violation of this Agreement. Recipient may disclose Confidential Information solely as needed to comply with a court order, subpoena, or other government demand (provided that Recipient first uses all commercially reasonable efforts to notify Discloser and to give Discloser the opportunity to challenge such court order, subpoena, or government demand except in situations where Recipient is prevented, per lawful government request, from disclosing the existence of the court order, subpoena, or other government demand). Results, analyses or other information generated in benchmarking and/or performance testing of the Service shall be Confidential Information of Google and shall, at the request of Google, be provided to Google. Each party acknowledges that damages for improper disclosure of Confidential Information may be irreparable; therefore, the injured party is entitled to seek equitable relief, including temporary restraining order(s) or preliminary or permanent injunction, in addition to all other remedies, for any violation or threatened violation of this Section 9. A Recipient shall have a duty to protect Confidential Information during the Term and for a period of five (5) years thereafter.

9. **Ownership; Restricted Use.** Google and its licensors shall own all right, title and interest, including without limitation all Intellectual Property Rights (as defined below) relating to the Service (and any derivative works or enhancements thereof), including but not limited to, all software, technology, information, content, materials, guidelines, and documentation, except that Google does not own

Customer Content, or any End User or third-party content and/or information used as a part of the Service, including the content of communications appearing as part of the Service. Customer shall not acquire any right, title, or interest therein, except for the limited use rights expressly set forth in the Agreement. Any rights not expressly granted herein are deemed withheld. **“Intellectual Property Rights”** means any and all rights existing from time to time under patent law, copyright law, semiconductor chip protection law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide. For the avoidance of doubt, Google does not own third party content contained in or provided as part of the Service, including any Additional Content. Customer shall not, and shall not allow any third party to: (i) transfer, sell, lease, syndicate, sub-syndicate, lend, or use for co-branding, timesharing, service bureau or other unauthorized purposes any Services or access thereto; (ii) modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from any Service or any other Google technology, content, data, routines, algorithms, methods, ideas design, user interface techniques, software, materials, and documentation; (iii) remove, deface, obscure, or alter Google's copyright notice, trademarks or other proprietary rights notices affixed to or provided as a part of any Service, or any other Google technology, software, materials and documentation; (iv) “crawl”, “spider”, index or in any non-transitory manner store or cache information obtained from the Service; (v) create or attempt to create a substitute or similar service or product through use of or access to any of the Service or proprietary information related thereto; or (iv) use the Service for High Risk Activities as described in Section 13. Any and all third party binary or source code included in each portion of the Service may be used only in conjunction with such portion of the Service, and such use shall be subject to all the terms and conditions of this Agreement. THE SERVICE OR ANY PORTION THEREOF MAY NOT BE USED, COPIED, TRANSFERRED, OR MODIFIED EXCEPT AS EXPRESSLY PERMITTED BY THIS AGREEMENT.

10. **Brand Features.** As used in this Agreement, **“Brand Features”** shall mean the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time. Except as expressly allowed by Google, any Brand Features, copyright, or other proprietary notices, legends, symbols, or labels appearing on or in the Service provided to Customer shall not be removed or altered. Subject to the terms and conditions of this Agreement, Customer grants to Google a limited, nonexclusive and nonsublicensable license during the Term of this Agreement to display those Customer Brand Features expressly authorized for use in this Agreement, solely for the purposes expressly set forth herein. Notwithstanding anything to the contrary, Customer may revoke the license granted herein to use Customer's Brand Features upon providing Google with written notice thereof and a reasonable period of time to cease such usage. The Service Pages (including the Start Page, if applicable) may display Customer's Brand Features only within designated areas as Customer shall specify from time to time using the automated features included in the Administrative Console. Notwithstanding the foregoing, Google may prominently display on all Service Pages Google's Brand Features including but not limited to a graphic module, in the form provided by Google from time to time, that unambiguously indicates that the Services and Start Page Service, if applicable, are provided by Google. Customer agrees that it shall not place anything on the Site or any Service Page that in any way implies that information or services other than the Services and Start Page Services, if applicable, are provided by Google, unless otherwise expressly provided herein. Each party shall own all right, title and interest, including without limitation all Intellectual Property Rights, relating to its Brand Features. Some, but not all examples of Google Brand Features are located at the URL: <http://www.google.com/permissions/guidelines.html> (or such other URLs Google may provide from time to time). Except to the limited extent expressly provided in this Agreement, neither party grants, and the other party shall not acquire, any right, title or interest (including, without limitation, any implied license) in or to any Brand Features of the other party; and all rights not expressly granted herein are deemed withheld. All use by Google of Customer Brand Features (including any goodwill associated therewith) shall inure to the benefit of Customer and all use by Customer of Google Brand Features (including any goodwill associated therewith) shall inure to the benefit of Google. To the extent Customer is using or displaying any Google Brand Features in connection with the Services, Customer agrees to comply with Google's “Guidelines for Third Party Use of Google Brand Features,” located at the following URL:

<http://www.google.com/permissions/guidelines.html>. Customer shall not challenge or assist others to challenge the Google Brand Features or the registration thereof, nor shall Customer attempt to register any Google Brand Features or domain names that are confusingly similar to those of Google.

11. **Publicity.** Customer hereby consents to Google's inclusion of Customer's name in a customer list, provided that Customer is not the sole customer appearing on such list. The issuance of any press release shall subject to the prior written consent of both parties.

12. **Representations and Warranties.** Each party represents and warrants that it has full power and authority to enter into the Agreement. Customer represents, warrants, and covenants that: (i) Customer owns and controls one hundred percent (100%) of the Customer Domain Name(s); (ii) Customer has and will maintain all rights, authorizations and licenses that are required to permit Customer to use the Service; (iii) the execution and delivery of this Agreement, and the performance by Customer of its obligations hereunder, will not constitute a breach or default of or otherwise violate any agreement to which Customer or any of its affiliates are a party or violate any rights of any third parties arising therefrom; (iv) Customer shall comply with all laws, regulations and ordinances applicable to or otherwise connected with Customer's use of the Service(s); and (iv) Customer has and will maintain all rights as shall be required to send the information it provides to Google pursuant to this Agreement.

13. **Warranty Disclaimer.** EXCEPT AS SPECIFIED IN THIS SECTION, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, ARE HEREBY DISCLAIMED EXCEPT TO THE EXTENT THAT THESE DISCLAIMERS ARE HELD TO BE LEGALLY INVALID. GOOGLE AND ITS LICENSORS MAKE NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND/OR NON-INFRINGEMENT. GOOGLE ASSUMES NO RESPONSIBILITY FOR THE USE OF THE SERVICE(S). GOOGLE AND ITS LICENSORS MAKE NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH THE SERVICE. GOOGLE MAKES NO REPRESENTATION THAT GOOGLE (OR ANY THIRD PARTY) WILL ISSUE UPDATES OR ENHANCEMENTS TO THE SERVICE. GOOGLE DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO CUSTOMER. IN THAT EVENT, TO THE EXTENT PERMISSIBLE, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE EFFECTIVE DATE. THE SERVICE IS NOT FAULT-TOLERANT AND IS NOT DESIGNED OR INTENDED FOR USES SUCH AS THE OPERATION OF NUCLEAR FACILITIES, AIR TRAFFIC CONTROL OR LIFE SUPPORT SYSTEMS, WHERE THE FAILURE OF THE SERVICE COULD LEAD TO DEATH, PERSONAL INJURY, OR ENVIRONMENTAL DAMAGE ("HIGH RISK ACTIVITIES").

14. **Indemnification.**

14.1 **Customer Indemnity.** Customer will defend, or at its option settle, any third party lawsuit or proceeding brought against Google based upon or otherwise arising out of: (i) Customer Content, Customer Domain Name(s) and/or Customer Brand Features; (ii) Customer's use of the Service(s); (iii) Customer's disclosure of End User information; (iv) any breach or non-compliance by Customer of this Agreement, any of Google's policies, or Customer's representations or the provision of warranties contained herein; and (v) any End User's use of the Service.

14.2 **Google Indemnity.** Google will defend, or at its option settle, any third party lawsuit or proceeding brought against Customer based upon or otherwise arising out of a claim that Google's technology used to provide the Service or any Google Brand Feature infringe(s) or misappropriate(s) any copyright, trade secret or trademark of such third party. Notwithstanding the foregoing, in no event shall Google have any obligations or liability under this Section arising from: (i) use of any Service or Google Brand Features in a modified form or in combination with materials not furnished by Google, and (ii) any content, information or data provided by Customer, End Users or any other third parties. Google, in its sole and reasonable

discretion, reserves the right to terminate Customer's continued use of any Service or Google Brand Features which are alleged or believed by Google to infringe.

14.3 General. Indemnification provided under Sections 14.1 and 14.2 shall be limited to (a) payment by the indemnifying party ("**Indemnitor**") of all damages and costs finally awarded for such claim, or (b) settlement costs approved in writing by the Indemnitor. The foregoing obligations shall exist only if the party seeking indemnification ("**Indemnitee**"): (i) promptly notifies the Indemnitor of such claim, (ii) provides the Indemnitor with reasonable information, assistance and cooperation in defending the lawsuit or proceeding, and (iii) gives the Indemnitor full control and sole authority over the defense and settlement of such claim. The Indemnitee may join in defense with counsel of its choice at its own expense. The Indemnitor shall only reimburse the Indemnitee for expenses incurred by the Indemnitee with the Indemnitor's prior written approval. SECTION 15 STATES THE PARTIES' ENTIRE LIABILITY AND EXCLUSIVE REMEDY WITH RESPECT TO INFRINGEMENT OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS AS SET FORTH ABOVE.

15. Limitation of Liability. IN NO EVENT WILL GOOGLE OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST DATA, LOST PROFITS, LOST REVENUE OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT OR TORT (INCLUDING PRODUCTS LIABILITY, STRICT LIABILITY AND NEGLIGENCE), AND WHETHER OR NOT SUCH PARTY WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN. IN NO EVENT WILL GOOGLE'S AND/OR ITS LICENSORS' LIABILITY FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT (WHEN AGGREGATED WITH GOOGLE'S LIABILITY FOR ALL OTHER CLAIMS ARISING OUT OF THIS AGREEMENT) EXCEED THE NET AMOUNT GOOGLE HAS ACTUALLY RECEIVED AND RETAINED UNDER THE AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH CLAIM ARISES.

16. Term; Termination.

16.1 Term. Unless terminated earlier in accordance with this Agreement, this Agreement will begin on the Effective Date and expire one (1) year after the Effective Date (the "**Initial Term**") and will automatically renew, at then-current pricing, for additional one (1) year terms unless either party notifies the other party of its intent not to renew at least sixty (60) days prior to the end of the then-current term (the Initial Term and all such renewal terms, collectively, the "**Term**").

16.2 Termination. Google may terminate this Agreement with six (6) months prior written notice to Customer. Notwithstanding the foregoing, Google may terminate this Agreement upon thirty (30) days' written notice if Customer fails to cure any breach of this Agreement within such thirty (30) day period. In addition, Google may, immediately upon written notice, suspend any and all Services, and thereafter terminate this Agreement upon written notice: (i) if Customer breaches Section 3 (Customer Obligations), Section 4 (Restrictions), Section 5 (Payment), Section 8 (Confidential Information) or Section 9 (Ownership; Restricted Use); (ii) if Google reasonably determines that it is commercially impractical to continue providing the Service(s) in light of applicable laws; or (iii) if Customer is in material breach of this Agreement more than two (2) times notwithstanding any cure of such breaches. Google, upon notice the duration of which Google in its reasonable discretion may determine, reserves the right at any time and from time to time to make commercially reasonable modifications to the Service(s) (or any part thereof), including hours of operation and availability of any feature of the Service(s). Customer agrees that Google shall not be liable to Customer, any End User, or any third party for any modification, suspension, or termination of the Service provided for in this Agreement. Sections 8 (Confidentiality), 9 (Ownership; Restricted Use), 12 (Representations and Warranties), 13 (Warranty Disclaimer), 14 (Indemnification), 15 (Limitation of Liability), 16 (Termination), and 17 (Miscellaneous) shall survive the expiration or termination of this Agreement. Upon the expiration or termination of the Agreement for any reason: (i) all rights and licenses granted by Google shall cease immediately; (ii) each party shall promptly return to the

other party, or destroy and certify the destruction of, all Confidential Information of the other party; and (iii) Customer's rights to use any Google Brand Features, as permitted under the Agreement, shall cease immediately.

16.3 Suspension and Termination in the Event of an Injunction. Google may suspend performance under this Agreement in whole or in part with immediate effect if, as a result of a claim alleging facts that would constitute a breach of Customer's representations and warranties made in Section 12, Google is obliged by final or temporary court order or magisterial decision to temporarily or permanently refrain from continuing to perform its obligations under this Agreement. Google's rights under this provision shall become effective on the date of the court order or magisterial decision or on the date of the service of the order irrespective of the possibility of appeal. If any suspension under this paragraph continues for more than six (6) months, Google may terminate this Agreement in whole or in part immediately upon written notice.

17. Miscellaneous. Customer may not assign or otherwise transfer its rights or delegate its obligations under this Agreement, without the prior written consent of Google. Any attempted assignment in derogation hereof shall be null and void. Customer agrees that there shall be no third party beneficiaries to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the federal U.S. laws applicable therein, excluding its choice of law provisions, and Customer and Google agree to submit to the personal and exclusive jurisdiction of the courts located in Santa Clara County, California. The parties specifically exclude from application to this Agreement the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. Each party shall comply with all laws, rules and regulations, if any, applicable to it in connection with the performance of its obligations under the Agreement. All notices shall be in English and in writing and (a) if sent to Customer to the address identified above and (b) if sent to Google to such address as provided at: www.google.com/corporate/address.html or as otherwise provided in writing for such notice purposes; provided, however, that all invoices and payments shall be sent to the attention of Google Finance, all legal notices shall be sent to the attention of the Google Legal Department, and all other correspondence shall be sent to the attention of the account manager specified by Google. Notice shall be deemed given (i) upon receipt when delivered personally, (ii) upon written verification of receipt from overnight courier, (iii) upon verification of receipt of registered or certified mail or (iv) upon verification of receipt via facsimile, provided that such notice is also sent simultaneously via first class mail. The failure to require performance of any provision shall not affect a party's right to require performance at any time thereafter; nor shall waiver of a breach of any provision constitute a waiver of the provision itself. The parties hereto are and shall remain independent contractors and nothing herein shall be deemed to create any agency, partnership, or joint venture relationship between the parties. Neither party shall be deemed to be an employee or legal representative of the other nor shall either party have any right or authority to create any obligation on behalf of the other party. The Agreement (1) shall be binding on and inure to the benefit of each of the parties and their respective successors and assigns; (2) may be executed in counterparts, including facsimile counterparts, each of which will be deemed an original and all of which when taken together will constitute one and the same instrument; and (3) shall be construed as if both parties jointly wrote it. Neither party shall be liable for failing or delaying performance of its obligations (except for the payment of money) resulting from any condition beyond its reasonable control, including but not limited to, governmental action, acts of terrorism, earthquake, fire, flood or other acts of God, labor conditions, power failures, and Internet disturbances. If any provision of this Agreement is found void and unenforceable, it shall be replaced to the extent possible with a provision that comes closest to the meaning of the original provision. The unenforceability of any provision, however, shall not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. Any amendments or modifications to the Agreement must (i) be in writing; (ii) refer to the Agreement; and (iii) be executed by an authorized representative of each party. THIS AGREEMENT CONSTITUTES A COMPLETE INTEGRATION OF ALL UNDERSTANDINGS BETWEEN THE PARTIES AND IS THE ENTIRE AGREEMENT BETWEEN CUSTOMER AND GOOGLE RELATING TO THE SERVICE AND ALL TERMS HEREIN. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS OF THE AGREEMENT, AND THE TERMS OF ANY ONLINE TERMS OF SERVICE, THE TERMS OF THE AGREEMENT WILL CONTROL. THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ANY SPECIFICALLY REFERENCED UNIFORM

RESOURCE LOCATOR (AS SUCH URL MAY BE MODIFIED FROM TIME TO TIME, AS PROVIDED HEREIN) SHALL TAKE PRECEDENCE OVER ANY PURCHASE ORDER, WEB SITE RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT OR OTHER DOCUMENT WHETHER FORMALLY REJECTED BY GOOGLE OR NOT, AND ANY CONFLICTING, INCONSISTENT, OR ADDITIONAL TERMS CONTAINED THEREIN SHALL BE NULL AND VOID.

18. **Authority And Agreement To Be Bound.** Each signatory of this Agreement represents and warrants (i) that he or she has the power and authority to accept and to bind the party that such signatory represents to this Agreement, (ii) that he or she has read and understands this Agreement, and (iii) that he or she hereby agrees, on behalf of the party that such signatory represents, to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by persons duly authorized as of the date submitted online by Customer and accepted by Google.

Google Inc.

By: _____
(Authorized Signature)

(Print Name)

Title: _____

Date: _____

Customer: Navarro County - NT HIDTA

By: _____
(Authorized Signature)

H.M. Davenport Jr.
(Print Name)

Title: County Judge

Date: 4-28-08

CONTRACT AND AGREEMENT FOR THE PROVISION OF SANITATION SERVICES

This Contract and Agreement is made and entered into this 3rd day of December, 2007, by and between the City of Dawson, 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 Dawson 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 April 28, 2008, 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.

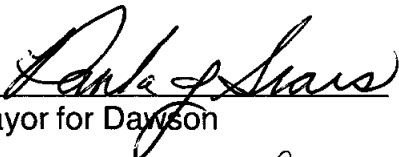
7. **COMPLIANCE WITH LAWS AND REGULATIONS**

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.

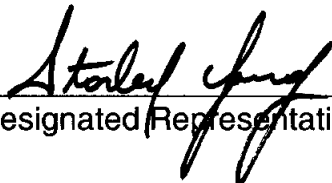
For and in reliance on the promises, covenants and agreements contained in this document, we the Parties to this Agreement executed this document this 3rd day of December, ~~1999~~ 2007

City of Dawson, Texas

County of Navarro, Texas



Mayor for Dawson

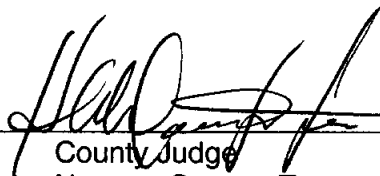


Designated Representative



City Council Member

Approved as to form and substance this 28th day of April, 2008



County Judge
Navarro County, Texas

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CONTRACT AND AGREEMENT FOR THE PROVISION OF SANITATION SERVICES

This Contract and Agreement is made and entered into this 15th day of May, 2008, by and between the City of Powell, 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 Powell 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.

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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 May 1, 2008, 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.

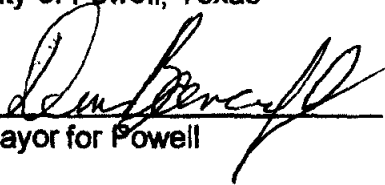
834

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 16th day of May, 2008.

City of Powell, Texas

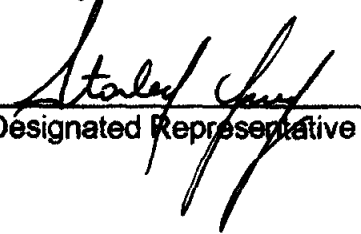


Mayor for Powell



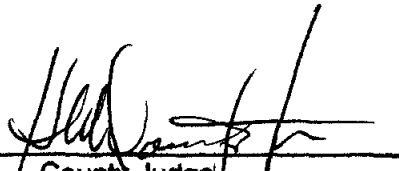
City Council Member

County of Navarro, Texas



Designated Representative

Approved as to form and substance this 28th day of April, 2008.



County Judge
Navarro County, Texas