

NAVARRO COUNTY COMMISSIONER'S COURT

A SPECIAL MEETING OF THE NAVARRO COUNTY COMMISSIONERS' COURT WAS HELD ON MONDAY, 27TH DAY OF APRIL, 2009 AT 10:00 A.M., IN THE NAVARRO COUNTY COURTHOUSE, CORSICANA, TEXAS. PRESIDING JUDGE H.M. DAVENPORT, COMMISSIONERS PRESENT KIT HERRINGTON, FAITH HOLT, DAVID WARREN, AND JAMES OLSEN.

1. 10:05 A.M. MOTION TO CONVENE BY HERRINGTON SEC BY HOLT
ALL VOTED AYE MOTION CARRIED
2. PRAYER BY COMMISSIONER OLSEN
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENTS- BRUCE HOWARD ARROWHEAD 2230 RD HAS
WASHOUT NEEDS REPAIR & VFD NEED MORE FUNDING
DIANE STEVENS-CR 0141A DOES NOT WON'T THE ROAD CLOSED

CONSENT AGENDA

- MOTION TO APPROVE ITEMS 5-6 BY HOLT SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED
5. MOTION TO APPROVE THE MINUTES FROM THE PREVIOUS
MEETINGS OF APRIL 13TH, 2009
6. MOTION TO APPROVE AND PAY THE BILLS AS SUBMITTED BY THE
COUNTY AUDITOR

REGULAR AGENDA ITEMS

7. MOTION TO APPROVE CLOSING ROAD NW 0141A AND GIVING UP
MAINTENCE ON ROAD BY HERRINGTON SEC BY HOLT
ALL VOTED AYE MOTION CARRIED
8. MOTION TO APPROVE GRANTING DISCRETIONARY EXEMPTION FOR
PURCHASE OF GRAVEL BY HERRINGTON SEC BY WARREN
ALL VOTED AYE MOTION CARRIED
9. MOTION TO APPROVE AWARDDING BIDS FOR SE CR 3285 AND SE CR
3130 TO BG WILLIAMS ASPHALT BY HOLT SEC BY WARREN
ALL VOTED AYE MOTION CARRIED

10. CONSIDERATION OF SUMMER JOB PROGRAM WITH STUART SCHOPPERT
NO ACTION TAKEN
11. MOTION TO APPROVE ACCEPTING PAYMENT IN LIEU OF TAXES FROM HOUSING AUTHORITY CITY OF DAWSON (\$3,925.03) BY HERRINGTON SEC BY OLSEN TO WIT PG 592-593
ALL VOTED AYE MOTION CARRIED
12. MOTION TO APPROVE CONTRACT WITH ACT TO PROVIDE TAX SOFTWARE BY HOLT SEC BY HERRINGTON TO WIT PG 594-603
ALL VOTED AYE MOTION CARRIED
13. MOTION TO APPROVE REPLAT OF LOT 19 OF INDIAN HILLS ESTATE BY HERRINGTON SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED
14. MOTION TO APPROVE MODIFICATION TO AWARD FOR NORTH TEXAS HIDTA GRANT I8NTP501 BY OLSEN SEC BY WARREN
ALL VOTED AYE MOTION CARRIED TO WIT PG 604-607
15. MOTION TO APPROVE CONTRACT WITH LEXIS NEXIS ON BEHALF OF THE NORTH TEXAS HIDTA BY OLSEN SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED TO WIT PG 608-609
16. MOTION TO APPROVE FEASIBILITY OF PROCUREMENT OF SERVICES OF A GRANT WRITER BY OLSEN SEC BY HOLT
ALL VOTED AYE MOTION CARRIED
17. MOTION TO TABLE FUNDING REQUEST BY THE CITY OF CORSICANA BY OLSEN SEC BY WARREN
ALL VOTED AYE MOTION CARRIED
18. MOTION TO APPROVE TO GO INTO EXECUTIVE SESSION PURSUANT TO THE TEXAS GOVERNMENT CODE SECTION 551.074 TO DISCUSS PERSONNEL BY HOLT SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED

NO ACTION TAKEN
19. MOTION TO ADJOURN BY HOLT SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED

THESE MINUTES ARE HEREBY APPROVED THIS 11 DAY OF MAY 2009.

JUDGE HM DAVENPORT *H. M. Davenport*
COMR. PCT. 1 KIT HERRINGTON *Kit Herrington*
COMR. PCT. 2 FAITH HOLT *Faith S. Holt*
COMR. PCT. 3 DAVID "BUTCH" WARREN *David Warren*
COMR. PCT. 4 JAMES OLSEN *James Olsen*

I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR APRIL 27, 2009.

SIGNED 11 DAY OF MAY 2009.

Sherry Dowd
SHERRY DOWD, COUNTY CLERK



NAVARRO COUNTY COMMISSIONERS COURT
ORDER NO. 2009-04

On the 27th day of April, 2009, the Commissioners Court of Navarro County, Texas, convened in Special Session of the said Court, at 300 West 3rd Avenue, Corsicana, Navarro County, Texas, with the following members present, to wit:

County Judge	H.M. Davenport, Jr.
Commissioner, Precinct 1	Kit Herrington
Commissioner, Precinct 2	Faith Holt
Commissioner, Precinct 3	David "Butch" Warren
Commissioner, Precinct 4	James Olsen

And among other proceedings, on Motion of Commissioner Kit Herrington, seconded by Commissioner Faith Holt, being duly put and carried, the following Order was passed.

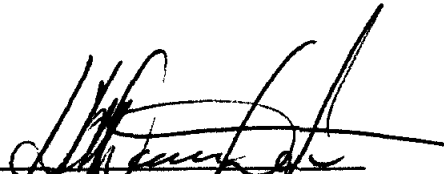
WHEREAS, Chapter 251 of the Texas Transportation Code authorizes the County Commissioners Court to close, abandon, and vacate certain identified county roads or portions of roads; and

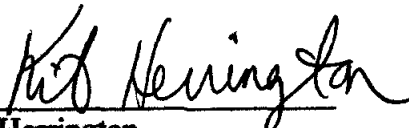
WHEREAS, April 27th, 2009, the Navarro County Commissioners Court has closed, upon request of Rice ISD School Board N.W.C.R. 0141A more specifically set out as being located on the Rice ISD Campus between IH 45 South and N.W.C.R. 0140 said road as being the same as in the attached Exhibit "A" approximately 1180 feet, owned by Rice ISD on both sides of the road. This road is to be closed, abandoned and vacated pursuant to the terms of Chapter 251 of the Texas Transportation Code.

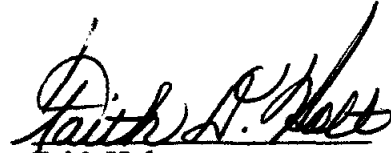
Now therefore, **BE IT ORDERED** by the Commissioners Court of Navarro County, Texas, that N.W.C.R. 0140A, or more specifically, all of said road as noted above, is hereby **CLOSED, ABANDONED, AND VACATED**.

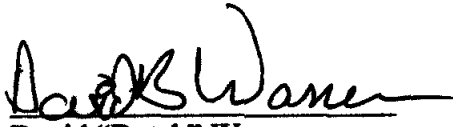
BE IT FURTHER ORDERED that this order be officially filed with the Navarro County Clerk, as is required by law.

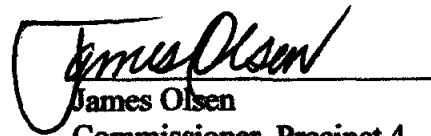
APPROVED by the Navarro County Commissioners Court on this 27th day of April, 2009.


Honorable H.M. Davenport, Jr.
Navarro County Judge


Kit Herrington
Commissioner, Precinct 1


Faith Holt
Commissioner, Precinct 2


David "Butch" Warren
Commissioner, Precinct 3


James Olsen
Commissioner, Precinct 4

ATTEST:

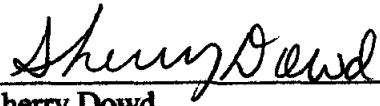

Sherry Dowd
Navarro County Clerk



Exhibit A

VASQUEZ PROPERTY

NE PRIVATE RD 1037

45

SOUTHERN PL

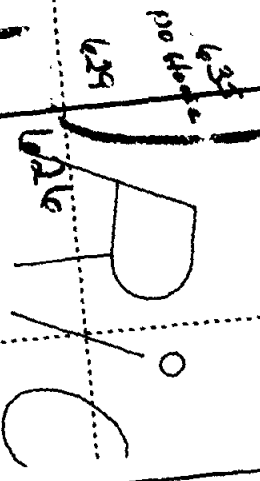
NW CRONKA

287

NE PA 1034

Bonham Rd

NE 1031



5912

**HOUSING AUTHORITY OF THE CITY
OF DAWSON TEXAS**

P.O. BOX 99 PH. 254-578-1408
DAWSON, TEXAS 76639

592

011120

3-27

2009

88-777
1119

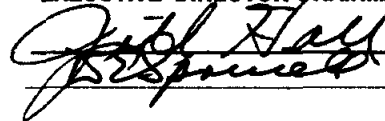
PAY TO THE ORDER OF NAVARRO COUNTY

\$ 1,821.73

one thousand, eight hundred twenty one dollars and 73/100's --- DOLLARS

EXECUTIVE DIRECTOR-CHAIRMAN/VICE CHAIRMAN

FIRST BANK & TRUST COMPANY
DAWSON, TEXAS 76639 (254) 578-1311



⑈0⑆⑆⑆20⑈ ⑆⑆⑆⑆907775⑆ ⑆⑆100 4⑆6 7⑈

Security features are included
Details on back

**HOUSING AUTHORITY OF THE CITY
OF DAWSON TEXAS**

DETACH AND RETAIN THIS STUB
THIS CHECK IS FOR PAYMENT OF ITEMS DESCRIBED BELOW
IF INCORRECT PLEASE NOTIFY US PROMPTLY NO RECEIPT NECESSARY

DATE	DESCRIPTION	AMOUNT
3-27-09	Accrued pilot from 2005 funding Payment In Lieu of Taxes	1,821.73

**HOUSING AUTHORITY OF THE CITY
OF DAWSON TEXAS**

P.O. BOX 99 PH. 254-578-1406
DAWSON, TEXAS 76639

593

011117

3-27

2009

88-777
1119

PAY TO THE
ORDER OF

NAVARRO COUNTY

\$ 2,103.30

two thousand, one hundred three dollars and 30/100's ----- DOLLARS

FIRST BANK & TRUST COMPANY
DAWSON, TEXAS 76639 (254) 578-1311

EXECUTIVE DIRECTOR-CHAIRMAN/VICE CHAIRMAN

Jill Hall
J. Spruiell

⑈011117⑈ ⑆111907775⑆ ⑈100 416 7⑈

Security features are included.
Details on back.

HOUSING AUTHORITY OF THE CITY
OF DAWSON TEXAS

DETACH AND RETAIN THIS STUB
THIS CHECK IS FOR PAYMENT OF ITEMS DESCRIBED BELOW
IF INCORRECT PLEASE NOTIFY US PROMPTLY. NO RECEIPT NECESSARY

DATE	DESCRIPTION	AMOUNT
3-27-09	Oct. 2008 Budget - annual Payment In Lieu of Taxes	2,103.30

COMPUTER SYSTEM LICENSE AND MAINTENANCE AGREEMENT

THIS AGREEMENT is entered into and effective as of the 1st day of May 2009, by and between Appraisal and Collection Technologies, L.L.C., a Texas limited liability company, ("ACT") and Navarro County, Texas (hereinafter called "the County" or "Navarro County").

1. Definitions.

Certain Capitalized terms not otherwise defined herein shall have the following meanings:

- 1.1 "Hardware" means any and all hardware, including, but not limited to, that installed by the ACT in Navarro County Tax Office to operate the System and any additional hardware subsequently agreed to by the parties.
- 1.2 "System" means an integrated data processing system including the programming configuration, and sometimes referred to as "ACT 7.0", and all upgrades and modifications. The term also includes Hardware as defined herein.
- 1.3 "User Manual" means the online help feature of ACT 7.0 embedded in the application and available on the Internet at www.acttax.com designed to describe to persons with some knowledge of tax collection how to use the System.
- 1.4 "Works" means the System, source code for the system, the application servers, the database servers and the licenses held by ACT with Oracle Corporation, and the User Manual.
- 1.5 "Service Level Agreement" means the detailed procedures and processes documented and agreed to by both parties that control and define the expected performance of the system.
- 1.6 "County Data" means the tax records for the Navarro County Tax Office.
- 1.7 "Delinquent Tax Contract" means the contract entered into between Navarro County and Linebarger Goggan Blair & Sampson, LLP, signed October 14, 2003, for the collection of delinquent *ad valorem* taxes, and certain ancillary services, and all amendments, prior or subsequent to the execution date of this licensing and maintenance agreement.

2. Grant and Acceptance of License.

ACT grants to Navarro County a non-exclusive, non-assignable license to use the System, all subsequent versions, upgrades and modifications, and Navarro County accepts such license, subject to the terms and conditions of this Agreement. Use of the System shall include authorized County employee operation of the user interface contained within the System in order to introduce desired transactions into the County Data. The System shall process this data as described within the User Manual.

3. Term of Agreement and License.

This Agreement and the license granted hereby shall commence on April 1, 2009 and shall expire March 31, 2010 unless extended as herein provided.

Unless prior to 60 days before the Expiration Date, Navarro County or ACT notifies the other in writing that it does not wish to continue this Agreement beyond its initial term, this Agreement shall be automatically extended for an additional one year period without the necessity of any further action by either party. In the absence of any such 60 day notice by either the County or ACT, the Agreement shall continue to automatically renew for additional and successive one-year terms in the same manner at the end of each renewal period.

Upon the expiration or termination of the Delinquent Tax Contract, the license granted herein shall continue in effect and Navarro County may continue to use ACT 7.0 System (together with any System Customization) for up to three (3) years by paying a monthly licensing and maintenance fee to ACT of \$10,000.00, during the time ACT shall implement changes into the System to meet state mandated requirements as contained in the Texas Tax Code as published by the Texas State Comptroller. It is understood that Navarro County has made no funds available to pay this monthly licensing and maintenance charge, and any such payments shall be at the option and discretion of the County. Should the County opt not to make such a payment, ACT's only remedy shall be to terminate the license if the County fails to make any payment within thirty (30) days after notice by ACT that the County has not made the payment and that ACT intends to cancel the license. Under no circumstances shall the County have any liability to ACT for failure to pay license fees.

4. Proprietary Rights and Limitations on License.

The County acknowledges that the Works are the confidential and proprietary property and trade secrets of ACT or licensors of ACT. Accordingly, Navarro County agrees that the use and disclosure of the Works must be carefully and continuously controlled, subject to all present or future legal requirements, including but not limited to the Texas Public Information Act. Navarro County further understands and acknowledges that the Works are subject to the Copyright Laws of the United States.

- 4.1 Title. Except as provided in Section 8, title to the Works and each component part thereof shall not pass to Navarro County pursuant to this Agreement. Navarro County shall keep the Works and each component or part thereof free and clear of all claims, liens and other encumbrances, except only those of ACT. Any purported claim, lien or encumbrance, voluntary or involuntary, by Navarro County on the Works or any part thereof shall be void. All modifications or changes to the Works made by ACT are the sole property of ACT. Navarro County shall have no ownership interest in such modifications, whether or not such modifications are performed pursuant to this Agreement, except as hereinafter provided.

- 4.2 Use. The Works made the subject of this license are for the exclusive use by the Navarro County Tax Assessor-Collector and any successor officer or officers performing the authorized functions to which this license extends. This license only extends to the use of the Works in connection with the tax assessment and collection functions of the Navarro County Tax Assessor-Collector and his successors in office, but it does not extend to the Tax Assessor-Collector's responsibilities and duties as Voter Registrar for Navarro County.
- 4.3 Other Restrictions. Navarro County agrees not to, without the prior written consent of ACT, (i) sell, lease, loan, license, sub-license, assign or transfer, for or without consideration, all or any part of the Works or its rights under this Agreement to any person or entity other than to any subsidiary, division or other affiliate of Navarro County or any other political subdivision under the supervision of the Navarro County Commissioners Court, in which case Navarro County shall not be released from any of its obligations hereunder and such permitted assignee shall execute in writing a document under which it assumes the obligations of Navarro County under and becomes bound by the terms and conditions of the Agreement; (ii) copy, reproduce or otherwise duplicate all or any part of the Works other than in connection with the use of the System by Navarro County as expressly permitted hereunder; or (iii) create or attempt to create, or permit others to create or attempt to create, by reverse engineering or otherwise, all or any part of the Source Code or, if the Source Code has been obtained by Navarro County hereunder, any program or set of programs performing substantially equivalent functions as those performed by the System. The Works shall be kept in a secure place under access and use restrictions not less stringent than those restrictions imposed upon Navarro County's most valuable and sensitive software and related materials.
- 4.4 Unauthorized Use. Navarro County agrees to notify ACT immediately of the possession, use or knowledge of any part of the Works by any person not authorized by this Agreement to have such possession, use or knowledge. Navarro County will promptly furnish ACT full details of such possession, use or knowledge, will assist ACT in preventing the recurrence of such possession, use or knowledge and will cooperate with ACT in any litigation against third parties deemed necessary by ACT to protect its proprietary rights in the Works.
- 4.5 Backup Files. Copies of all or any part of the System made by Navarro County in accordance with backup procedures shall not constitute copies thereof for the purposes of Section 4.3 (ii) above.
- 4.6 Implementation. ACT shall provide a synopsis of the human resources to be assigned to this project and a time for the implementation and installation of the system and hardware.
- 4.7 Inspection. To assist ACT in the protection of its proprietary rights in the Works, Navarro County shall permit representatives of ACT to inspect at all reasonable times any location at which the Works are being used or kept.
5. Support and Consideration.

5.1 Software Support Services.

ACT will support the operation of the County's Tax Office by providing telephone consultation services from the hours of 8:00 A.M. CST through 5:00 P.M. CST Monday through Friday, except on official holidays of the State of Texas. Telephone consultation services will include the following specific services:

- Provide advice to Tax Office personnel on the best use of the system.
- Provide problem diagnosis services where a transaction appears to have processed in error.
- Assist the County by repairing data entered into the System where the System did not process the transactions as described in the User's Manual.
- Assist the County by reviewing data files from external agencies included, but not limited to, Lockbox files from the bank, mortgage company payment and request tapes, certified rolls, supplemental rolls, and name and address change tapes from the Appraisal District to determine if the files are in the prescribed format and can be processed by the programs predefined within the System and located on the Miscellaneous Menu.
- Supply the County with periodic software updates containing all enhancements made to the ACT Tax Collection software including, but not limited to, all changes mandated by legislative changes to the State of Texas Property Tax Code and administrative directives issued by the Property Tax Division of the State Comptroller's Office.
- Provide "user requested" system alterations upon receipt of proper notification from the County wherein the County provides detailed specifications to the product or process to be modified and acknowledges that the service provided is billable at the rates specified in *Exhibit A*.

In the event that the System fails to perform in the manner described in the User's Manual or the attached Service Level Agreement, ACT will, at its own cost, repair the deficiency and transmit the corrected software code to the County.

5.2 Hardware Support Services.

- Host the County's data at the ACT's data center in San Antonio, Texas. The County will have access to this data center from 7:00 A.M through 8:00 P.M. Monday through Fridays and at such other times as mutually agreed upon.
- ACT will be responsible for the application of operating system patches and new releases to the data center based hardware.
- ACT will recommend appropriate client based personal computers and printers which have been tested to work with the ACT product.

Force Majeure. ACT shall not be liable for any delay in performing or failure to perform under this Agreement or for any interruption of services resulting, directly or indirectly, from any cause beyond the reasonable control of ACT.

6. System Costs.

6.1 Telecommunication and Data Transmission Lines; Internet. ACT shall not be responsible for the cost of local connections for telecommunication lines, data transmission lines, and internet services including but not limited to service charges, maintenance fees, equipment fees, or installation charges that are required for Navarro County to use the System in the manner intended. ACT agrees to assist Navarro County in acquiring these services and verifying their adequacy for the purpose intended, but ACT does not assume liability for the proper functioning of these services or for any loss to Navarro County due to failure, degradation, or alteration of these services. The current cost for the T1 line is \$_____ per month. Cost for the router is estimated to be from \$4,200-\$4,500.

6.2 ACT shall provide the data conversion needed to add all existing data belonging to the County and for other taxing jurisdictions for which the County collects ad valorem taxes as of April 2009, and any other taxing jurisdictions that the County contracts with for the collection of ad valorem taxes before May 01, 2009, and such conversions shall be exempt from the imposition of all fees associated with the conversion of their data to the System. Navarro County is responsible for exporting the data to be loaded in the conversion. If Navarro County incurs any costs from their current vendor in order to extract the data, those costs are to be paid by Navarro County. After May 01, 2009, the County may enter into Interlocal Agreements with new taxing jurisdictions, and ACT agrees to perform all necessary data conversion at a cost not to exceed that as determined in Schedule No. 1 to the Agreement ("Data Conversion Charge"). Each Data Conversion Charge will be paid by the appropriate taxing jurisdiction, together with any annual charges billed by ACT as a result of the taxing jurisdiction's use (or the use by the taxing jurisdiction's attorneys) of tax software systems that do not presently interface with ACT 7.0 System. The amount of the charges billed due to the lack of such interface shall not exceed that amount shown in Schedule No. 1 attached to this Agreement ("Interface Accommodation Charge").

7. Warranty and Technical Support.

7.1 Warranty. ACT warrants that it has good title to the Works and the right to license its use to Navarro County free of any proprietary rights, liens, or encumbrances of any other party. ACT further warrants that it will timely implement changes into the System to meet state mandated requirements as contained in the Property Tax Code and as it may be amended from time to time. The warranty shall extend to all modifications and additions to the Works by ACT unless the modification has been requested by Navarro County and ACT has advised against the modification.

THIS WARRANTY SHALL NOT EXTEND TO ANY PORTION OF THE WORKS AFFECTED BY NAVARRO COUNTY-MODIFIED OR ADDED PORTIONS OF THE WORKS.

- 7.2 **Disaster Recovery.** ACT shall furnish the Navarro County with a written description of a System disaster recovery plan. Such plan shall include procedures to insure System downtime is limited to less than 48 hours. The Tax Assessor-Collector shall promptly approve or disapprove such plan; approval shall not be unreasonably withheld.
- 7.3 **On-Site Technical Support.** ACT shall provide an on call technical support staff to provide problem resolution services, data management and backup recovery services and to provide reports and data management.

8. Remedies upon Default.

8.1 Should the County fail to pay any sum of money provided for hereunder when due or fail in the performance of any other of its obligations or the observance of any other covenants under this Agreement, or this Agreement term expires and has not been renewed, then, in any such event, ACT may at its option, terminate this Agreement upon 30 days notice to County. The remedies contained in this paragraph shall be cumulative of and in addition to all other rights and remedies available to ACT under this Agreement, by operation of law or otherwise.

8.2 Should ACT fail in the performance of any of its obligations or the observance of any covenants under this Agreement, then, in any such event, County may at its option, terminate this agreement upon 30 days notice to ACT. Upon receipt of such notice of termination from County, ACT shall indicate whether it intends to attempt to cure the default set forth in the notice. Any such default must be cured within 30 days of the date ACT receives notice from County. In the event ACT fails to cure its default, County shall have the right to deduct from any amounts owed to ACT any costs to procure the similar software or services from another vendor. The remedies contained in this paragraph shall be cumulative of and in addition to all other rights and remedies available to County under this Agreement, by operation of law or otherwise.

9. General.

9.1 **Notices.** Any notice or other communication required or permitted to be given under this Agreement must be in writing and shall be duly served when deposited in the United States mail, postage pre-paid and addressed to the party to be notified, or by delivering the same in person to such party. Notices given by mail in the manner herein above described shall be deemed received three days after the date mailed. For purposes of notice, the addresses of the parties shall be as follows:

- (i) to ACT for payments:

Appraisal and Collection Technologies
c/o Linebarger Goggan Blair & Sampson, LLP

P. O. Box 17428
Austin, Texas 78760-7428

(ii) to ACT for any other purpose:

Mr. Jim Brod
Chief Executive Officer
Appraisal and Collection Technologies
911 Central Parkway North
San Antonio, Texas 78233

(iii) to NAVARRO COUNTY:

Honorable H. M. Davenport, Jr, County Judge
Navarro County
300 West 3rd Ave.
Corsicana, TX 75110

(iv) additional notice to:

Honorable Russell P. Hudson, Tax Assessor-Collector
Navarro County
300 West 3rd Ave.
Corsicana, TX 75110

ACT or Navarro County may advise the other party by written notice of any other contact person or contact address given in the manner herein above required.

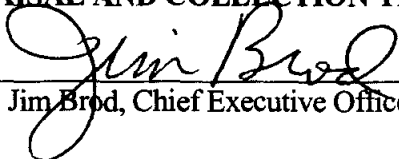
- 9.2 **Partial Invalidity.** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable as applied to any person or any circumstance, the validity, illegality and enforceability of the remaining provisions hereof and of such provision as applied to other persons and in other circumstances shall not in any way be affected or impaired thereby.
- 9.3 **Headings.** The headings in this Agreement are intended only for convenience of reference and shall not in any way affect or be relied upon in the interpretation or construction of the terms of this Agreement.
- 9.4 **Authority of Signatories.** The individuals executing this Agreement on behalf of ACT and Navarro County do each hereby represent and warrant that they have been duly authorized by ACT or by the governing body to execute this Agreement on behalf of such principal.
- 9.5 **Confidential Information.** ACT and Navarro County each acknowledge that in the course of performing under this Agreement each may be exposed to confidential information of the other party. ACT and Navarro County agree to treat all such

information as confidential and to take all reasonable precautions against disclosure of any such information to third parties during and after the term of this Agreement.

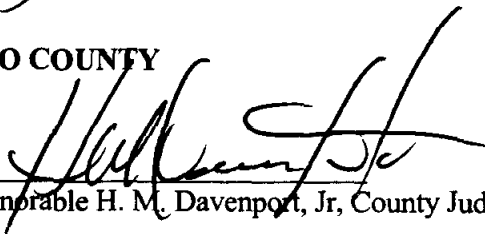
- 9.6 Joint Cooperation. ACT and Navarro County agree to cooperate in good faith and in a reasonable prudent business manner with each other in furtherance of the objectives of this Agreement and the performance of their respective obligations hereunder.
- 9.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of Texas.
- 9.8 Assignability; Binding Effect. Except as otherwise provided in this Agreement, neither the rights nor the obligations of Navarro County under this Agreement, nor any part thereof, may be assigned or otherwise transferred without the prior written consent of ACT. Subject to the foregoing, this Agreement, shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 9.9 Entire Agreement and Amendment. This Agreement contains the entire agreement of the parties and supersedes all prior oral or written and all contemporaneous oral agreements between the parties concerning the subject matter thereof. This Agreement may be amended only by a writing signed by both parties hereto.
- 9.10 Indirect or Consequential Damages. ACT shall not be liable to the County for special, indirect or consequential damages resulting from the breach of or arising out of this Agreement including, without limitation, loss of revenues, business interruption, or inability to satisfy obligations to third parties.

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Agreement effective as of the date first above written.

APPRAISAL AND COLLECTION TECHNOLOGIES, LLC

By: 
Jim Brod, Chief Executive Officer

NAVARRO COUNTY

By: 
Honorable H. M. Davenport, Jr, County Judge

Schedule No. 1

Data Conversion Charge (includes conversion for up to 20 years from automated data and its corresponding balancing) County has no liability for any cost, fee or charge related to data conversion. If the County begins collection of property taxes for a taxing entity subsequent to this agreement, charges for data conversion will be negotiated between the taxing entity and ACT at the time of proposed data conversion. Charges for data conversion will not exceed the amounts allowed by the appropriate procurement statutes governing the taxing entity seeking data conversion.

Interface Accommodation Charge (to provide for input and output functions between the ACT 7.0 system and delinquent tax systems that do not use the standard ACT 7.0 interface included within the system specifications at the time of system acceptance) County has no liability for any cost, fee or charge related to Interface Accommodation. If the County begins collection of property taxes for a taxing entity subsequent to this agreement, charges for Interface Accommodation will be negotiated between the taxing entity, ACT and ACT at that time. Charges for Interface Accommodation will not exceed the amounts allowed by the appropriate procurement statutes governing the taxing entity seeking Interface Accommodation.

Exhibit B
Rate Schedule

Rate classification	Hourly Rate
Principal	\$195.00
Project Manager	\$150.00
Senior System Analyst	\$115.00
Programmer	\$95.00
Quality Assurance & Training	\$75.00

Mileage	\$.32 per mile or IRS standard, whichever is higher.
Airfare	Actual Airfare
Per Diem	Actual Charges

604



EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF NATIONAL DRUG CONTROL POLICY
Washington, D.C. 20503

April 09, 2009

Judge H. M. Davenport
Navarro County Sheriff's Office
300 W 3rd Avenue
Corsicana, TX 75110

RECEIVED

APR 16 2009

NAVARRO COUNTY
AUDITOR'S OFFICE

Dear Judge Davenport:


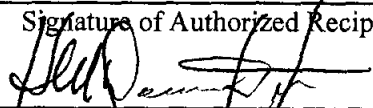
Grant number I8PNT501Z has been increased and now totals \$2,337,757.00.

The original and one copy of Modification 2 are enclosed. If you accept this modification, sign the Modification and return a copy with an original signature to the Assistance Center in Miami. Keep the original copy of the Modification for your file.

All terms and conditions of the original award apply to the Modification. If you have any questions pertaining to this grant award, please feel free to contact Phuong DeSear at (202) 395-6739.

Sincerely,

Mark M. Campbell
Acting Assistant Deputy Director
Office of State, Local and Tribal Affairs

Executive Office of the President Office of National Drug Control Policy		AWARD Grant	Page <u>1</u> of <u>1</u>
1. Recipient Name and Address Judge H. M. Davenport Navarro County Sheriff's Office 300 W 3rd Avenue Corsicana, TX 75110		4. Award Number: I8PNTTP501Z	
		5. Project Period: 01/01/2008 to 12/31/2009 Budget Period: 01/01/2008 to 12/31/2009	
1A. Recipient IRS/Vendor No. 1756001092A1	6. Date: 04/09/2009	7. Action	
2. Subrecipient Name and Address	8. Supplement Number 2	<input type="checkbox"/> Initial	
		<input checked="" type="checkbox"/> Supplemental	
2A. Subrecipient IRS/Vendor No.	9. Previous Award Amount	\$2,287,757.00	
3. Project Title Multiple Initiative(s)	10. Amount of This Award	\$50,000.00	
	11. Total Award	\$2,337,757.00	
12. Special Conditions The above grant is approved subject to such conditions or limitations as are set forth in the original Grant.			
13. Statutory Authority for Grant: Public Law 110-161			
AGENCY APPROVAL		RECIPIENT ACCEPTANCE	
14. Typed Name and Title of Approving ONDCP Official Mark M. Campbell Acting Assistant Deputy Director Office of National Drug Control Policy		15. Typed Name and Title of Authorized Recipient Official Judge H. M. Davenport Navarro County Sheriff's Office	
16. Signature of Approving ONDCP Official 		17. Signature of Authorized Recipient  Date 4-27-09	
Agency Use Only			
18. Accounting Classification Code DUNS: 071371363 EIN: 1756001092A1		19. HIDTA AWARD OND10B3SE0809 OND2000000 OC 4100	

MOD# 2

↑ \$50,000.00

#15614

FY 2008 - North Texas HIDTA

Initiative Cash Summary by HIDTA

Current Budget (Approved) (With Reprogramming)

Total North Texas 3,230,000.00
Total National HIDTA 228,800,000.00

Table with 5 columns: Agency Name, Initiative Name, Cash, Type, Grant. Lists various agencies like ATF 2008, ICE 2008, DEA 2008, FBI 2008, IRS 2008, USMS 2008, and their respective initiatives and funding amounts.

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FY 2008 - North Texas HIDTA

Initiative Budget by Award Recipient

Initiative - NAP - Tulsa Regional Drug Task Force

Award Recipient - Navarro County Sheriff's Office - I8PNT501Z

Current Budget (Approved) (With Reprogramming)

ACCOUNT	Total	Navarro County Sheriff's Office
Overtime	50,000.00	50,000.00
Overtime	50,000.00	50,000.00
Total Accounts	50,000.00	50,000.00

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SCHEDULE A
Accurint for Law Enforcement Plus
 (Per User Subscription)

Agency Name: <u>Navarro County North Texas HIDTA</u>	Address: <u>8404 Esters Blvd. Suite 100</u>
Dept: _____	City, State, Zip: <u>Irving, TX 75063</u>
Contact Name: <u>Don Harris</u>	Phone: <u>(972) 915-9501</u>
Billgroup #(s): <u>ST1312574</u>	Email: <u>don.harris@nthidta.org</u>
LN Account Manager: <u>Walter L Purvis</u>	

This Schedule A sets forth additional terms and conditions for the use of the LN Accurint for Law Enforcement Plus and Accurint for Law Enforcement services, as set forth in the LN Application & Agreement - Law Enforcement, to which this Schedule A is incorporated by reference.

1. SCHEDULE A TERM

The term of this Schedule A will be 12 months beginning 05/01/2009 (the "Initial Term"). If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. FEES

2.1 User Fees: The following table (the "Price Table") describes the agreed upon user fees (the "User Fees"):

Monthly Minimum Users:		10
Standard Features Fee:		\$108.90
Premium Features Fee:	Advanced Person Search	\$0.00
Premium Plus Features Fee:	Phones Plus	\$17.00
Total Monthly User Fees (per user):		\$125.90
Total Monthly Minimum Amount:		\$1,259.00

All of the searches and reports included in the Price Schedule are referred to as the "Features". The User Fees include unlimited access to all Features, excluding those Features identified in Section 2.2. User Fees shall be due each month for: (i) any user ID upon which any search occurs during a calendar month; and (ii) any user ID activated on Customer's account which was not used to perform any searches and is not suspended or terminated by the close of business on the last day of such month.

2.2 Transactional Fees: Unless otherwise selected in the Price Table, the following Features shall be charged a transactional fee (the "Transactional Fees") as specified in the attached Price Schedule: Advanced Person Search, Advanced Sexual Offender, Aerial Imaging, Bankruptcy Docket, Delaware Corporation Search and Report, Dun and Bradstreet Search, MVR, News Searches, Onsite Civil and Criminal Court Search, People at Work, Phones Plus, Property Deed Image, Satellite Image, Sexual Offender Alerts, Wireless Access, XML, Smart Jury and Batching Service.. Features with Transactional Fees will be disabled when account is set up. Please contact your account manager at any point to have these features with Transactional Fees enabled.

2.3 Payment Amount: Customer shall pay to LN each month the greater of (i) total User Fees and applicable Transactional Fees or (ii) the total monthly minimum amount(s) as specified in the Price Table.

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3. CLOSED OFFER

Unless otherwise accepted by LN, the offer contained herein is valid if the signed Schedule A is received by LN on or before **04/30/2009**.

4. CONFIDENTIAL INFORMATION

This Schedule A contains confidential information of LN. Customer acknowledges that the disclosure of such information could cause competitive harm to LN, and as such, Customer agrees to maintain Schedule A in trust and confidence and take reasonable precautions against such disclosure to any third party.

5. APPROPRIATION OF FUNDS

Navarro County/North Texas HIDTA obligation to pay Schedule A amount is contingent upon legislative appropriation of funds for that purpose to Navarro County/North HIDTA. Should said funds not be appropriated, the Navarro County/North Texas HIDTA may terminate this Schedule A without penalty with respect to remaining payments to be made. Navarro County/North Texas HIDTA will give thirty (30) days written notice of such termination.

AGREED TO AND ACCEPTED BY: Navarro County North Texas HIDTA

Signed:  _____

Name: _____

Title: _____

Date: _____