

NAVARRO COUNTY COMMISSIONER'S COURT

A SPECIAL MEETING OF THE NAVARRO COUNTY COMMISSIONERS' COURT WAS HELD ON MONDAY, 22ND DAY OF JUNE, 2009 AT 10:00 A.M., IN THE COUNTY COURTROOM IN THE NAVARRO COUNTY COURTHOUSE, CORSICANA, TEXAS. PRESIDING JUDGE HM DAVENPORT, COMMISSIONERS PRESENT KIT HERRINGTON, FAITH HOLT, DAVID WARREN, AND JAMES OLSEN.

1. 10:05 A.M. MOTION TO CONVENE BY HERRINGTON SEC BY WARREN  
ALL VOTED AYE MOTION CARRIED
2. PRAYER BY JUDGE DAVENPORT
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENTS- NO COMMENTS

**CONSENT AGENDA**

- MOTION TO APPROVE ITEMS 5-6 BY HERRINGTON SEC BY WARREN  
ALL VOTED AYE MOTION CARRIED
5. MOTION TO APPROVE THE MINUTES FROM THE PREVIOUS  
MEETINGS OF JUNE 8TH, 2009
6. MOTION TO APPROVE AND PAY THE BILLS AS SUBMITTED BY THE  
COUNTY AUDITOR

**REGULAR AGENDA ITEMS**

7. CONSIDERATION OF REPAIRS TO SE CR 3010 BY RESIDENT PHILIP  
GIACOPELLI, PRECINCT 2 **TO WIT PG 704-710**  
NO ACTION TAKEN
8. MOTION TO APPROVE COMPREHENSIVE ANNUAL FINANCIAL  
REPORT FOR THE YEAR ENDED SEPTEMBER 30, 2008 BY HOLT SEC BY  
HERRINGTON **TO WIT PG 711-715**  
ALL VOTED AYE MOTION CARRIED

9. MOTION TO APPROVE ADOPTING A NEW COUNTY CELL PHONE POLICY BY HERRINGTON SEC BY WARREN TO WIT PG 716-720  
ALL VOTED AYE MOTION CARRIED
10. MOTION TO APPROVE COUNTY AUDITOR TO GO OUT FOR BIDS FOR THE CONSTRUCTION OF BRIDGE IN PRECINCT 3 (CR2230) BY WARREN SEC BY OLSEN  
ALL VOTED AYE MOTION CARRIED
11. MOTION TO APPROVE ALL BIDS 2009-H-007 HAULING AGGREGATE BY HOLT SEC BY HERRINGTON TO WIT PG 721-729  
ALL VOTED AYE MOTION CARRIED
12. MOTION TO APPROVE SURPLUS EQUIPMENT AND VEHICLES TO BE PLACED IN AUCTION  
NO ACTION TAKEN
13. MOTION TO APPROVE POSTING PARTIAL ROAD CLOSING SE CR 1037 AND SE CR 2020 IN PRECINCT 3 BY WARREN SEC BY OLSEN  
ALL VOTED AYE MOTION CARRIED
14. MOTION TO APPROVE POSTING PARTIAL ROAD CLOSURE ON SE CR 2218 IN PRECINCT 3 BY WARREN SEC BY HERRINGTON  
ALL VOTED AYE MOTION CARRIED
15. STRIKE CONSIDERATION OF PIPELINE CROSSING AGREEMENT WITH TREND GATHERING AND TREATING LP FOR SECR 1260 IN PRECINCT 3
16. PRESENTATION FROM VELVIN AND WEEKS REGARDING THE ECONOMICALLY DESTRESSED AREAS PROGRAM  
NO ACTION TAKEN
17. PRESENTATION FROM ELEVEN-THIRTEEN ARCHITECTS REGARDING HISTORIC COURTHOUSE RESTORATION GRANTS  
NO ACTION TAKEN
18. MOTION TO APPROVE REPLAT OF LOTS 19, 20, AND A 50' RESERVED AREA OF EUREKA FOREST SUBDIVISION BY MARK AND DEBRA ROLLER AND CRAB CREEK. LTD. BY HOLT SEC BY WARREN

ALL VOTED AYE MOTION CARRIED

- 19. TABLE CONSIDERATION OF A FINAL PLAT FOR RICE BUSINESS PARK BY ROBERT KNUTSON FOR SC AND D VENTURES AND DICK MARTINSEN FOR DVM
- 20. MOTION TO APPROVE TREASURES REPORT BY RUBY COKER BY OLSEN SEC BY WARREN TO WIT PG 730  
ALL VOTED AYE MOTION CARRIED
- 21. MOTION TO APPROVE CONTINUING EDUCATION BY COUNTY TREASURE RUBY COKER BY HERRINGTON SEC BY WARREN  
ALL VOTED AYE MOTION CARRIED TO WIT PG 731-733
- 22. MOTION TO APPROVE MEMORANDUM OF UNDERSTANDING (MOU), WITH TEXAS DEPARTMENT OF PUBLIC SAFETY FOR THE LIVSCAN DATA DEMOGRAPHIC GATEWAY (DDG) PROJECT BY HOLT SEC BY WARREN TO WIT PG 735-744  
ALL VOTED AYE MOTION CARRIED
- 23. MOTION TO APPROVE PEACE OFFICE CERTIFICATION FOR CONSTABLE MIKE DAVIS, PRECINCT 1 BY HERRINGTON SEC BY WARREN  
ALL VOTED AYE MOTION CARRIED
- 24. MOTION TO APPROVE BUDGET AMENDMENT FOR CONSTABLE PRECINCT 1 (\$1758.30) BY HERRINGTON SEC BY OLSEN  
ALL VOTED AYE MOTION CARRIED
- 25. MOTION TO ADJOURN BY HOLT SEC BY WARREN  
ALL VOTED AYE MOTION CARRIED

THESE MINUTES ARE HEREBY APPROVED THIS 27 DAY OF JULY 2009.

JUDGE HM DAVENPORT \_\_\_\_\_  
 COMR.PCT.1 KIT HERRINGTON \_\_\_\_\_  
 COMR.PCT.2 FAITH HOLT \_\_\_\_\_

COMR.PCT.3 DAVID "BUTCH" WARREN

*David Warren*

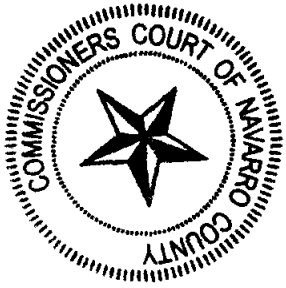
COMR.PCT.4 JAMES OLSEN

*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 JUNE 22<sup>ND</sup>, 2009.

SIGNED 27 DAY OF JULY 2009.

*Sherry Dowd*  
SHERRY DOWD, COUNTY CLERK



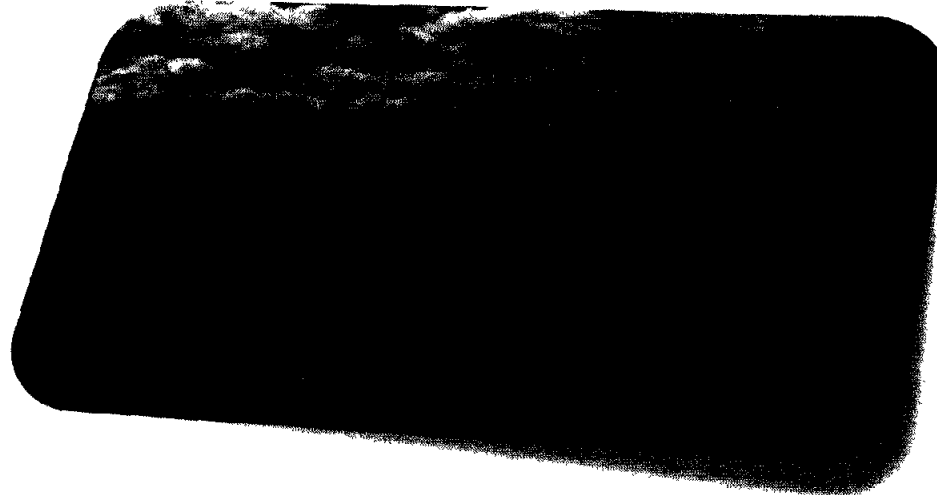
704

**704 Presentation to the County Commissioner's court meeting**

**Navarro County - District 2 - Mildred Texas**

**Residential discussion to improve road conditions of**

**SE County Road 3010**



705

## Facts about road SE County Road 3010

SE 3010

Road is approximately 1.03 miles in length.  
Sited between highway 287 and Farm Road 637.  
5 Homes, 5 Less then 2 years old, 100+ Residents

Road surface includes loose rock, dirt, brick and patched tar.  
Road surface is uneven and rigged.  
Road surface floods after rainfall. (inadequate drainage)

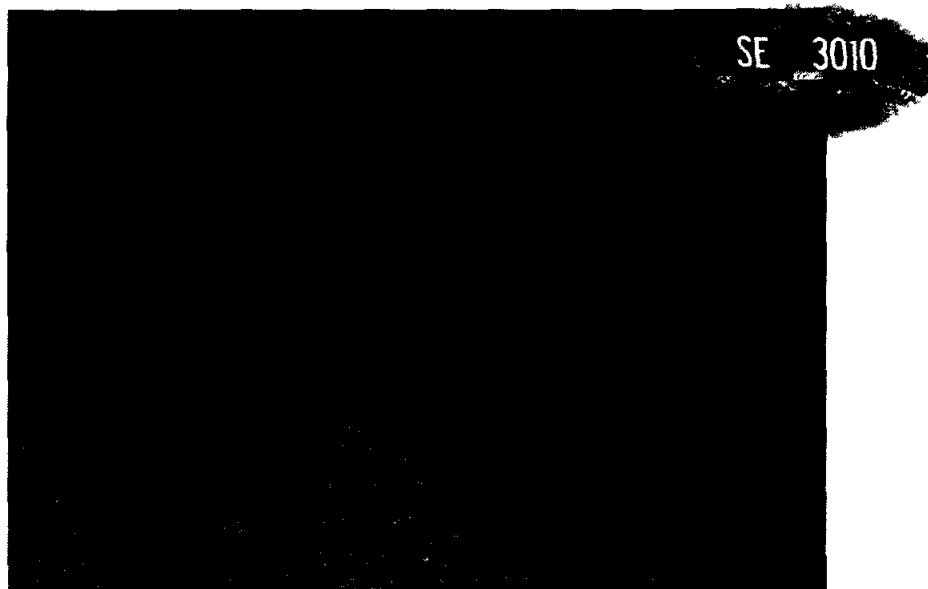
Lets have a look

## Pictures of SE County Road 3010

706



Sample of rock applied on a regular basis



Sample of rigged road surface



Sample of brick road surface

### ● These photo's capture

- Rock applied to road after rainfall
- Sample of rigged road surface
- Sample of areas where brick is exposed

**Pictures of SE County Road 3010**

707



**Street flood from Farm Road 637 View**



**Street flood from Highway 287 view**



**Sample of rigged road surface after rainfall**



**Ditch flood from rainfall**



708

## Traffic on SE County Road 3010

SE 3010

Traffic on SE County Road 3010 seems to be unusually high. Traffic includes; automobiles, construction vehicles & School buses. It is a well known and convenient short cut for traffic needing to get from highway 287 and Farm Road 637.

After rock is applied, it all eventually ends up in the ditch.

- ✓ This road is used to get to school from school daily.
- ✓ Mildred School Board would like to see this road improved.
- ✓ We hope improved road conditions will make this road safer to travel for the entire community.



709

## Safety & Inconvenience

SE 3010

### **Automobile Facts**

- ✓ Dust accumulates on our automobiles.
- ✓ Some residents have been getting flat tires.
- ✓ Automobile alignment are required more often.
- ✓ Engine filters are replaced more often.
- ✓ Rainfall impedes a safe method of driving vehicles down the street.

### **Residential Home Facts**

- ✓ Dust accumulates on/in our homes.
- ✓ Home Air Conditioner filters are being replaced more often.
- ✓ Rainfall accumulates in the ditch.

710

## Summary and Follow up

SE 3010

Please support the 35 home owners, and the Mildred School by making a commitment to repair SE County Road 3010.

We request Navarro County pave this road with drainage.

These improvement will make SE County Road 3010 safer and better street for our community.

Thank you all for your time and attention on this mater.



**NAVARRO COUNTY AUDITOR'S OFFICE**

**Tim Easley**, First-Assistant  
**Terri Gillen**, Assistant  
**Jeannie Keeney**, Assistant  
**Ann Tanner**, Assistant  
**Julie Jennings**, Assistant

**Kathy Hollomon, CPA**  
County Auditor

300 West Third Avenue, Suite 10  
Corsicana, TX 75110-4672

Phone: (903) 654-3095

Fax: (903) 654-3097

April 24, 2009

Honorable District Judge of Navarro County and  
Honorable Members of the Navarro County Commissioners' Court

The County Auditor's office proudly presents the Comprehensive Annual Financial Report (CAFR) of Navarro County, Texas for the fiscal year ended September 30, 2008. This report is submitted in compliance with Section 114.025 of the *Texas Local Government Code*.

This report consists of management's representations concerning the finances of Navarro County. Consequently, management assumes full responsibility for the completeness and reliability of all the information presented in this report. To provide a reasonable basis for making these representations, the County has established a comprehensive internal control framework that is designed both to protect County assets from loss, theft or misuse and to compile sufficient reliable information for the preparation of the basic financial statements in conformity with generally accepted accounting principles (GAAP). Because the cost of internal controls should not outweigh their benefits, the County's comprehensive framework of internal controls has been designed to provide reasonable rather than absolute assurance that the basic financial statements will be free from material misstatement. Responsibility for internal controls is shared by the Commissioners' Court, which is the governing body of the County, the County Auditor, who is appointed by the District Judge, and the County Treasurer. We believe that the County's internal accounting controls adequately safeguard assets and provide reasonable assurance of proper recording of financial transactions. We assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

Navarro County's basic financial statements have been audited by Patillo, Brown and Hill, a firm of licensed certified public accountants. The goal of the independent audit was to provide reasonable assurance that the basic financial statements of the County, for the fiscal year ended September 30, 2008, are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the basic financial statements; assessing the accounting principles used; and evaluating the overall financial statement presentation. The independent auditors' report is presented as the first component of this report.

The independent audit of the basic financial statements of Navarro County was part of a broader, federally mandated *Single Audit* designed to meet the special needs of federal grantor agencies. The standards governing Single Audit engagements require the independent auditor to report not only on the fair presentation of the basic financial statements, but also on the

audited government's internal controls and compliance with legal requirements, with special emphasis on internal controls and legal requirements involving the administration of federal awards. These reports are presented in the compliance section of the report.

Generally accepted accounting principles require a narrative introduction, overview and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). The introduction includes this transmittal letter, the County's organizational chart and a list of principal officials. This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. Navarro County's MD&A can be found immediately following the report of the independent auditors in the financial section of this report. The financial section also includes government-wide financial statements, fund financial statement, notes, required supplementary information and the combining and individual fund financial statements and schedules in addition to the report of the independent auditors on the financial statements and schedules. The statistical section of this report includes selected financial and demographic information in accordance with GASB Statement No. 44. This information is generally presented on a multi-year basis.

### **PROFILE OF NAVARRO COUNTY**

Navarro County is located in north central Texas and is strategically central to the economic regions of Texas, Louisiana, Arkansas, Oklahoma and New Mexico, as well as centrally located within the United States. The County region was opened for settlement by the Mexican colonization laws and was included in an impresario grant to Thomas J. Chambers on September 23, 1834. The first Texas legislature created the County from Robertson County on March 30, 1846, and designated the town of Corsicana as a temporary seat of justice. The County's name honors Jose Antonio Navarro, a Texas patriot who chose the name Corsicana in honor of the Isle of Corsica, his father's birthplace. The County encompasses an area of 1,086 square miles. According to the North Central Texas Council of Governments, the 2009 population for the County is estimated to be 49,800.

The County is a public corporation and a political subdivision of the State of Texas. The Commissioners' Court, which is composed of four Commissioners and the County Judge, is the general governing body of the County in accordance with Article 5 Paragraph 18 of the Texas Constitution. Commissioners serve four-year staggered terms, two members elected every two years. The County Judge is elected at large to serve a four-year term.

The Commissioners' Court sets the tax rate, establishes policies for County operations, approves contracts for the County and develops and adopts the County budget within the resources as estimated by the County Judge as assisted by the County Auditor. The Commissioners' Court is also responsible for developing policies and orders, approving financial commitments and appointing various department heads. The management and leadership provided by members of the Commissioners' Court and the elected and appointed officials of other key County offices is crucial to the success of the County in financial management and growth.

The County Auditor has responsibilities for prescribing the systems and procedures for handling the finances of the County and "examining, auditing and approving" all disbursements from County funds prior to their submission to the Commissioners' Court for approval.

The County provides many services not ordinarily provided by any other entity of government and provides additional services in cooperation with other local government units. The County provides the following services as authorized by the statutes of the State of Texas: general government (e.g., tax collection), judicial (e.g., courts, juries, district attorney, etc.), public safety (e.g., sheriff, jail, etc.), roads and highways and health and welfare (e.g., assistance to indigents).

The annual budget serves as the foundation for the County's planning and control. Budget hearings are posted annually in August with the final budget approved by the Commissioners' Court following the hearings. The final budget includes contingency and emergency reserve line items. Unencumbered appropriations lapse at fiscal year-end. Most appropriated budgets are prepared by fund, function, department and category. Capital expenditures are approved on a line item basis. Budget to actual comparisons are provided in this report for each individual government fund for which an appropriated annual budget has been adopted.

#### **FACTORS AFFECTING FINANCIAL CONDITION**

An understanding of the financial condition of Navarro County is enhanced through a perspective of the environment in which the County operates.

**Local Economy** – The County's economy has been based primarily on agriculture and oil and gas exploration and production for many decades. However, the County is becoming more economically diversified due to the efforts of an aggressive strategic planning group, working in conjunction with the City of Corsicana, Navarro County and the Chamber of Commerce, as well as tax abatements offered by most governmental entities in the County. These benefits have been responsible for a number of large companies considering the County as a desirable area for expansion and development.

During 2008, Navarro County continues to experience growth in industrial expansions, retail and commercial developments, and residential development.

There are currently five (5) ongoing industrial expansion projects in Navarro County representing a proposed capital investment of more than \$1,600,000,000 (\$1.6+ billion). These projects are estimated to create more than seven hundred-fifty (750) new, fulltime jobs.

Commercial and retail expansions include the Office Depot retail store located at the Corsicana Crossing Retail Center; Atwood's Farm and Ranch Supply Store located in the College Park Mall, more specifically, in the former Wal-Mart store; and a Denny's Restaurant currently under construction located at the intersection of I-45 and US Highway 287.

Residential developments in Navarro County continue with six or more projects either in progress or in the planning stage. These developments include over 4,000 single family lots that are under development or in the planning stages in Navarro County with approximately 3,000 of the single family lots being located in the vicinity of the Richland Chambers Reservoir.

In the past the economic condition of the County has been marginal at best; however, through the cooperation of governmental entities and County citizens, new development is taking place and local residents are becoming actively involved in creating an atmosphere that attracts the type of business and industry that will allow Navarro County to continue to build the diversified economic base necessary to support and sustain growth and prosperity.

**Long-term Financial Planning** – The Commissioners' Court continues to be very active in economic development to insure and promote continued growth throughout the County. Vigorous efforts to attract new industry to the area by the Navarro County Commissioners' Court and the Corsicana-Navarro County Chamber of Commerce continue and the prospect of continued growth in the local economy is very encouraging at this time. The establishment of the Corsicana Navarro County Economic Development Commission, a joint venture with the Chamber of Commerce, the Corsicana Industrial Foundation, the City of Corsicana and Navarro County, has become a significant instrument in promoting economic development in our area. Both Navarro County and the City of Corsicana provide the funding for the Commission which provides economic incentives to companies meeting certain social and economic performance standards.

The long-term effect of the current economic growth and development will be to provide sufficient resources to fund County operations while mitigating the overall tax burden on County taxpayers.

**Cash Management** – The Commissioners' Court has adopted a formal investment policy for the County consistent with State statutes governing the investment of County funds and has designated an investment committee consisting of the County Auditor and the County Treasurer. The policy is currently under review to insure that it addresses all the statutory requirements of the Public Funds Investment Act. The general objectives set forth in the policy provide for financial security and optimum liquidity of County funds while achieving the maximum yield on funds invested and maximum levels of invested funds.

Authorized investments are consistent with those investments authorized by state law for Texas counties. Generally, the County has limited its investments to funds invested in the Texas Local Government Investment Pool (TexPool).

**Risk Management** – The County insures against catastrophic losses to its infrastructure and certain major items of personal property through a pool administered by the Texas Association of Counties. Items so insured include buildings and contents, data media and computer-related equipment, radio transmission towers and related equipment, and monies and securities in the Tax office and the County Treasurer's office.

**Pension and Other Post Employment Benefits** – Navarro County provides retirement benefits for all of its fulltime employees through a nontraditional defined benefit pension plan in the statewide Texas County and District Retirement System (TCDRS). Specific plan provisions are adopted by the County within the options available in the state statutes governing TCDRS. Benefit amounts are determined by the sum of the employee's contributions to the plan, with interest and employer-financed monetary credits. The level of these monetary credits is adopted within the actuarial constraints imposed by the TCDRS Act so that the resulting benefits can be expected to be adequately financed. The County contributed using the actuarially determined rate of 8.03% for the months of the accounting year in 2007, and 8.02% for the months of the accounting year in 2008.

The deposit rate payable by the employee members for calendar year 2008 is the rate of 7.00% as adopted by the Commissioners' Court. The employee contribution rate and the employer contribution rate may be changed by the Commissioners' Court within the options available in the TCDRS Act.

The annual required contributions were actuarially determined as a percent of the covered payroll of the participating employees, and were in compliance with the GASB Statement No. 27 parameters based on the actuarial valuations as of December 31, 2004 and December 31, 2005, the basis for determining the contribution rates for calendar years 2006 and 2007. The December 31, 2006 actuarial valuation is the most recent valuation.

The annual required contributions were actuarially determined as a percent of the covered payroll of the participating employees, and were in compliance with the GASB Statement No. 27 parameters based on the actuarial valuations as of December 31, 2004 and December 31, 2005 the basis for determining the contribution rates for calendar years 2006 and 2007. The December 31, 2006 actuarial valuation is the most recent valuation.

#### **AWARDS AND ACKNOWLEDGEMENTS**

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to Navarro County, Texas for its comprehensive annual financial report for the fiscal year ended September 30, 2007. The Certificate of Achievement is a prestigious national award recognizing conformance with the highest standards for preparation of state and local government financial reports. This is the fifteenth consecutive year that Navarro County has achieved this prestigious award.

In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized comprehensive annual financial report, whose contents conform to program standards. This report must satisfy both accounting principles generally accepted in the United States of America and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe that our current comprehensive annual financial report continues to meet the Certificate of Achievement Program's requirements, and we are submitting it to the GFOA to determine its eligibility for another certificate.

I would like to express my appreciation to the staff of the County Auditor's Office for their continuing diligence and dedication to the ever-changing responsibilities of the office. I would also like to thank the District Judge and the Commissioners Court of Navarro County for their leadership and support during the past year. In addition to these County resources, I would like to thank Lee McCleary, Economic Development Director, City of Corsicana / Navarro County and Karen Morris, Chief Appraiser with the Navarro Central Appraisal District for their assistance in compiling demographic and statistical data for this report.

Sincerely,



Tim Easley  
First Assistant County Auditor

Staff: Terri Gillen – Assistant County Auditor  
Jeannie Keeney – Assistant County Auditor  
Ann Tanner – Assistant County Auditor  
Julie Jennings – Assistant County Auditor



**Navarro County Commissioners' Court  
Policy & Procedures**

**CELLULAR TELEPHONE POLICY**

**BACKGROUND**

Navarro County Commissioners' Court approved a policy June 22, 2009 to grant authorized County Officials and employees a monthly cellular telephone allowance, when having a cell phone is a requirement of their job. It is the responsibility of the Department Head to determine if a cell phone is required and authorize the allowance. Allowances will be paid in one of two amounts, \$50.00 or \$85.00 per month. No payment will be made by the County to add, replace or maintain any cellular phone, software and/or peripheral equipment, nor to pay any monthly cell phone plan fees. Navarro County will not be responsible for any cellular account and/or associated data service established to provide computer access (Air Cards, etc.).

The cellular telephone allowance is processed through the Navarro County Treasurer's Office (payroll) and is subject to standard payroll withholdings in accordance with IRS Publication 15-B. Cell phone allowances do not constitute an increase in base pay and will not be included in any percentage calculations for increase base. Payments will be equally divided among Navarro County's designated 24 pay periods. No retroactive payments will be made.

Employees are responsible for reporting of their personal tax deductions. Refer to IRS Publication 15.

Basic Allowance

Employees whose job has been approved and budgeted for a cellular telephone allowance will receive an allowance not to exceed \$50.00 per month, so that they can obtain and maintain their own cell phone plans.

Expanded Allowance

Elected Officials or Appointed Officials, who require expanded cell phone services beyond voice, will receive an allowance not to exceed \$85.00 per month, so that they can obtain and maintain their own cell phone plans.

An allowance is only applicable when the employee has a regular monthly-billed cellular account established in their name. Pre-paid cellular accounts and accounts in a spouse's name do not qualify for an allowance.

**JUSTIFICATION OF ALLOWANCE**

Departments should review employees' job functions in order to justify establishment of cellular telephone allowances. An employee who is eligible for cellular telephone allowance must be a regular full-time employee in a position for which a clearly defined business need has been determined by department management. Allowance requests are submitted and deducted in accordance with Local Government Code Chapter 155 (5): Deductions from Compensation of County Employees; the Commissioners court, on request of the county employee, may authorize a payroll deduction to be made.

The Department Head must submit each new cellular telephone allowance or increase in allowance for review and approval by the Commissioner's Court. Removal of allowances does not require Commissioners Court approval. Permanent deletions of allowances must be submitted in writing to the Treasurer's Office for payroll corrections.

Cellular contract termination fees (if assessed by service provider) will not be paid or reimbursed by the County. This includes employees who are terminated, quit, transfer to another office or department, or are moved into another position not requiring use of a cellular phone.

#### **PURPOSE**

To prescribe the procedure for providing approved employees with cellular telephone allowances.

#### **PROCEDURE**

##### **COUNTY DEPARTMENT HEAD OR ELECTED OFFICIAL:**

- 1) Determines the potential need for an employee to utilize a cellular telephone for county business purposes.
- 2) Reviews the employee's job function to verify justification of request for a cellular telephone allowance.
- 3) If it is determined that the employee should receive a cellular telephone allowance:
  - Determines the appropriate monthly allowance amount based upon job responsibilities, not to exceed the Commissioners Court approved maximum of \$85.
  - Reviews the department's budget to ensure funds are available for the allowance and performs budgetary transfers, if necessary.
  - Completes the Cellular Phone Allowance Authorization form. Forms must be signed by both the Employee and the Department Head.
  - Sends the form to the County Commissioners' office, and a copy to the Treasurers office, for placement on the Commissioners Court Agenda.
  - Upon approval by Commissioners Court, sends the Treasurer's office (payroll) a copy of the Court approval. No allowance will be established without validation of cellular account number and billing in employee name.
- 4) Maintains a listing of valid cellular phone numbers and ensures that the numbers and names of department employees receiving an allowance agrees with those approved by Commissioners' Court.
- 5) Immediately notifies the Treasurer's Office (payroll) in writing upon determination that an employee should no longer receive a cellular telephone allowance. The Treasurer's Office (payroll) shall promptly perform necessary input to remove the employee's cellular telephone allowance.

Cancellation of an employee's allowance due to an extended absence is at the Department Head's discretion.

**Note:** Cellular contract termination fees (if assessed by service provider) will not be paid or reimbursed by the county.

**Note:** Department heads must inform employees receiving an allowance that it is necessary to retain copies of cellular bills for periodic Auditor/Treasurer Department verification. The billing must be in the name of the employee receiving the allowance.

### **COMMISSIONERS COURT**

- 1) Receives department requests for additions or deletions of cellular telephone allowances.
- 2) Approves or rejects each department request.

### **COUNTY AUDITOR AND COUNTY TREASURER'S OFFICE (Payroll)**

- 1) Receives properly approved Cellular Phone Allowance Authorization and performs the necessary input to establish the employee's approved cellular telephone allowance.
- 2) Verifies periodically that the number and amounts of cellular allowances paid to employees agrees with those on departmental records.
- 3) Contacts the department as necessary to resolve any discrepancies.
- 4) Retains the approved forms in the Treasurer's department files (payroll files).

## **TRANSITION OF EXISTING SERVICE**

### **PURPOSE**

To prescribe the procedure for transitioning Navarro County employees from County paid cellular telephone service to an allowance so that they can obtain their own service.

#### Employees with Existing Service

Department heads must prepare a Cellular Phone Authorization form for each employee currently using cellular service billed to Navarro County, if they feel the employee qualifies for an allowance. The form, along with justification of the need for a cellular phone, must be presented to the Court for approval. If the Court approves the request, the employee may have the billing for the existing service transferred into their name. It will be the responsibility of the employee to contact Hawk Electronics and change the service into their name within 30 calendar days of court approval. If validation of the change is not received, the existing Navarro County account will be disconnected on the 31<sup>st</sup> calendar day or the first workday thereafter. The allowance will not be established until billing in the employee's name is validated.

The telephone and any other associated equipment purchased by the County must be returned to the Auditor's Office if and when it is replaced, unless it is turned in for an upgrade.

If an employee chooses to use their personal cellular account rather than transferring a Navarro County number, they may do so. A copy of the bill face showing the account number and billing in the name of the employee should accompany the Cellular Phone

Allowance Authorization form. Upon approval of the Court, the allowance will be established and the existing Navarro County number will be disconnected. Navarro County equipment must be returned to the Auditor's Office.

All accounts must be removed from the Navarro County Hawk Electronics accounts prior to September 30, 2009. No money will be budgeted for payment of these accounts in the 2010 fiscal year budget. Department Heads are responsible for budgeting of cellular allowances and all payroll withholdings. Cellular allowances are subject to workers compensation and unemployment appropriations.

Any cellular telephone that is not changed to an employee name or replaced by a personal account will be disconnected no later than September 30, 2009.

### **SAFETY**

Employees whose job responsibilities include regular or occasional driving and who use a cell phone for work-related business are expected to refrain from using their phone while driving. Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, employees are strongly encouraged to pull off to the side of the road and safely stop the vehicle before placing or accepting a call. Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions.

### CELLULAR PHONE ALLOWANCE AUTHORIZATION

NAME: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_

JOB TITLE: \_\_\_\_\_

JUSTIFICATION FOR ALLOWANCE:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE APPROVED/DECLINED IN COURT: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_

AMOUNT: \_\_\_\_\_

ADD

REMOVE

CHANGE

**By signing this form, the employee understands that they will be required to provide proof of billing for cellular telephone service in their name on a periodic basis, as deemed necessary by Navarro County.**

SIGNATURES:

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

DEPARTMENT HEAD: \_\_\_\_\_ DATE: \_\_\_\_\_

721

NAVARRO COUNTY  
BID NO. 2009-H-005 HAULING AGGREGATE  
SPECIFICATIONS/RESPONSE FORMS

POSTED  
DATE 6-22-09  
NAVARRO COUNTY AUDITOR

Wally's Dozer Service  
COMPANY SUBMITTING BID

75-2228312  
FEDERAL ID NUMBER

3201 FM 2452  
ADDRESS

Corsicana Tx 75110  
CITY, STATE, ZIP

Wally Pawlowski  
NAME AND TITLE OF INDIVIDUAL SUBMITTING BID

903-654-3337  
TELEPHONE NO.

903-872-6236  
FAX NO.

Wallys1025@sbcglobal.net  
E-MAIL

Wally Pawlowski  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

6-14-09  
DATE

2  
NUMBER OF TRUCKS IN FLEET

Hauling Rate Per Ton From Plant/Barn to Site: (Including project sites within Precincts)

	Per Loaded Ton	
	Flat Rate Charge	
Precinct 1	<u>6.00</u> <u>8.50</u>	Lone Star Mexico
Precinct 2	<u>7.00</u> <u>9.50</u>	Lone Star Mexico
Precinct 3-Richland	<u>4.50</u> <u>8.00</u>	Lone Star Mexico
Precinct 3-Dawson	<u>6.50</u> <u>9.00</u>	Lone Star Mexico
Precinct 4	<u>7.00</u> <u>9.50</u>	Lone Star Mexico.

Delivery Time: ASAP

Minimum Delivery Quantity (ton/truck): 24 Maximum Delivery Quantity: 75

Limitations on Delivery Schedule (if any):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Precinct #1, #2 AND #3

From MEXIA  
\$9.00 TON

LoneSTAR  
\$6.00 TON

VULCAN  
\$8.50 TON

Redi Mix Concrete  
6.00 TON

\$75.00/hour on ANY work not covered By Bid.

All Rates pending. Fuel Charges at \$3.00/gallon,  
Should per gallon Rise above \$3.00 a Fuel Surcharge  
must Be Added.



724

NAVARRO COUNTY  
BID NO. 2009-H-005 HAULING AGGREGATE  
SPECIFICATIONS/RESPONSE FORMS

ACCEPTED  
DATE 6-22-09  
NAVARRO COUNTY AUDITOR

Mike Keller Sand & Gravel 291-50-1922  
COMPANY SUBMITTING BID FEDERAL ID NUMBER

6005 SWCR 0030  
ADDRESS

Corsicana TX 75110  
CITY, STATE, ZIP

Michael Keller owner  
NAME AND TITLE OF INDIVIDUAL SUBMITTING BID

903-467-8803 800-5592160 Mike Keller 75110@yahoo.com  
TELEPHONE NO. FAX NO. E-MAIL

Michael Keller 6-15-09  
SIGNATURE OF AUTHORIZED REPRESENTATIVE DATE

4  
NUMBER OF TRUCKS IN FLEET

Hauling Rate Per Ton From Plant/Barn to Site: (Including project sites within Precincts)

	Per Loaded Ton Flat Rate Charge		
	Mexia	Lone Star	Vulcan
Precinct 1	8.75	5.75	8.25
Precinct 2	8.75	5.75	8.25
Precinct 3-Richland	8.75	5.75	8.25
Precinct 3-Dawson	8.75	5.75	8.25
Precinct 4	9.25	6.25	8.75

Delivery Time: Any

Minimum Delivery Quantity (ton/truck): 13 TN Maximum Delivery Quantity: 28 TN

Limitations on Delivery Schedule (if any): Prefer 1 Day Notice

725

NAVARRO COUNTY  
BID NO. 2009-H-005 HAULING AGGREGATE  
SPECIFICATIONS/RESPONSE FORMS

ACCEPTED  
DATE 6-22-09  
NAVARRO COUNTY AUDITOR

GARY W. Holloway  
COMPANY SUBMITTING BID FEDERAL ID NUMBER  
03-0588585

PO BOX 3054, 3874 SECR 0060  
ADDRESS

CORSICANA, TX 75151  
CITY, STATE, ZIP

GARY W. Holloway OWNER  
NAME AND TITLE OF INDIVIDUAL SUBMITTING BID

903-879-1757 903-872-3628  
TELEPHONE NO. FAX NO. E-MAIL

Gary W. Holloway 6-22-09  
SIGNATURE OF AUTHORIZED REPRESENTATIVE DATE

2  
NUMBER OF TRUCKS IN FLEET

Hauling Rate Per Ton From Plant/Barn to Site: (Including project sites within Precincts)

	Per Loaded Ton		
	Flat Rate Charge		
	Long Star	Vulcan	Mexia
Precinct 1	<del>6.00</del> 6.00	6.75	8.50
Precinct 2	6.75	7.50	8.75
Precinct 3-Richland	5.75	6.00	6.95
Precinct 3-Dawson	6.75	7.25	8.75
Precinct 4	7.50	8.25	9.00

Delivery Time: FLEX

Minimum Delivery Quantity (ton/truck): 22 Maximum Delivery Quantity: 25

Limitations on Delivery Schedule (if any):

726

NAVARRO COUNTY  
BID NO. 2009-H-005 HAULING AGGREGATE  
SPECIFICATIONS/RESPONSE FORMS

DATE: 6-22-09  
NAVARRO COUNTY AUDITOR

COMPANY SUBMITTING BID: COCKER & SON TRUCKING INC FEDERAL ID NUMBER: 364611937

ADDRESS: 404 ACR 2123

CITY, STATE, ZIP: Palestine TX 75803

NAME AND TITLE OF INDIVIDUAL SUBMITTING BID: MARLENE COCKER / Registered Agent

TELEPHONE NO: 903 391 3395 FAX NO: 903 538 2592

SIGNATURE OF AUTHORIZED REPRESENTATIVE: Marlene Coker E-MAIL: 6/11/09

DATE: 10

NUMBER OF TRUCKS IN FLEET: \_\_\_\_\_

Hauling Rate Per Ton From Plant/Barn to Site: (Including project sites within Precincts)

	Per Loaded Ton	Flat Rate Charge
Precinct 1		<u>9.00</u>
Precinct 2		<u>9.00</u>
Precinct 3-Richland		<u>9.00</u>
Precinct 3-Dawson		<u>9.00</u>
Precinct 4		<u>9.00</u> <i>mc</i>

Delivery Time: on Request

Minimum Delivery Quantity (ton/truck): 25/28 tons Maximum Delivery Quantity: 25/28 tons

Limitations on Delivery Schedule (if any): 1-3 day notice FOR Delivery

Diesel goes to \$3.17 a gallon additional fee will be added chart enclosed

EX: 3.17 Fuel  
26.00 ton x .41  
26.00 ton x 9.50  
10 ~~66~~ TOTAL 257.66

	1-20mile	21-30mile	31-40mile	41-50mile	51-60mile	61-70mile	71-80mile	81-90mile	91-100mile	101-110mile	111-120mi	121-130mi	
\$ 3.17 --- \$ 3.20	\$ 0.20	\$ 0.41	\$ 0.41	\$ 0.41	\$ 0.41	\$ 0.41	\$ 0.41	\$ 0.41	\$ 0.50	\$ 0.50	\$ 0.60	\$ 0.60	
\$ 3.21 --- \$ 3.25	\$ 0.20	\$ 0.42	\$ 0.44	\$ 0.43	\$ 0.44	\$ 0.45	\$ 0.46	\$ 0.46	\$ 0.46	\$ 0.55	\$ 0.56	\$ 0.66	\$ 0.67
\$ 3.26 --- \$ 3.30	\$ 0.21	\$ 0.43	\$ 0.45	\$ 0.45	\$ 0.46	\$ 0.47	\$ 0.48	\$ 0.49	\$ 0.50	\$ 0.60	\$ 0.61	\$ 0.72	\$ 0.72
\$ 3.31 --- \$ 3.35	\$ 0.21	\$ 0.44	\$ 0.46	\$ 0.47	\$ 0.48	\$ 0.50	\$ 0.52	\$ 0.53	\$ 0.55	\$ 0.64	\$ 0.65	\$ 0.77	\$ 0.78
\$ 3.36 --- \$ 3.40	\$ 0.22	\$ 0.45	\$ 0.48	\$ 0.49	\$ 0.51	\$ 0.52	\$ 0.54	\$ 0.56	\$ 0.58	\$ 0.69	\$ 0.71	\$ 0.83	\$ 0.85
\$ 3.41 --- \$ 3.45	\$ 0.22	\$ 0.46	\$ 0.49	\$ 0.51	\$ 0.53	\$ 0.55	\$ 0.57	\$ 0.60	\$ 0.62	\$ 0.74	\$ 0.76	\$ 0.88	\$ 0.90
\$ 3.46 --- \$ 3.50	\$ 0.23	\$ 0.47	\$ 0.51	\$ 0.53	\$ 0.55	\$ 0.58	\$ 0.61	\$ 0.64	\$ 0.68	\$ 0.78	\$ 0.81	\$ 0.94	\$ 0.97
\$ 3.51 --- \$ 3.55	\$ 0.23	\$ 0.48	\$ 0.52	\$ 0.55	\$ 0.58	\$ 0.61	\$ 0.64	\$ 0.67	\$ 0.71	\$ 0.83	\$ 0.86	\$ 1.00	\$ 1.04
\$ 3.56 --- \$ 3.60	\$ 0.24	\$ 0.49	\$ 0.53	\$ 0.57	\$ 0.60	\$ 0.63	\$ 0.66	\$ 0.71	\$ 0.75	\$ 0.86	\$ 0.91	\$ 1.05	\$ 1.09
\$ 3.61 --- \$ 3.65	\$ 0.24	\$ 0.50	\$ 0.55	\$ 0.59	\$ 0.62	\$ 0.66	\$ 0.70	\$ 0.75	\$ 0.79	\$ 0.92	\$ 0.96	\$ 1.10	\$ 1.15
\$ 3.66 --- \$ 3.70	\$ 0.25	\$ 0.51	\$ 0.56	\$ 0.61	\$ 0.65	\$ 0.69	\$ 0.75	\$ 0.79	\$ 0.83	\$ 0.97	\$ 1.01	\$ 1.16	\$ 1.21
\$ 3.71 --- \$ 3.75	\$ 0.25	\$ 0.52	\$ 0.58	\$ 0.63	\$ 0.67	\$ 0.72	\$ 0.77	\$ 0.82	\$ 0.87	\$ 1.01	\$ 1.06	\$ 1.22	\$ 1.28
\$ 3.76 --- \$ 3.80	\$ 0.26	\$ 0.53	\$ 0.59	\$ 0.55	\$ 0.69	\$ 0.75	\$ 0.81	\$ 0.85	\$ 0.91	\$ 1.06	\$ 1.12	\$ 1.28	\$ 1.33
\$ 3.81 --- \$ 3.85	\$ 0.26	\$ 0.54	\$ 0.60	\$ 0.67	\$ 0.72	\$ 0.77	\$ 0.81	\$ 0.89	\$ 0.96	\$ 1.11	\$ 1.17	\$ 1.33	\$ 1.39
\$ 3.86 --- \$ 3.90	\$ 0.27	\$ 0.55	\$ 0.62	\$ 0.69	\$ 0.74	\$ 0.80	\$ 0.87	\$ 0.94	\$ 1.00	\$ 1.15	\$ 1.22	\$ 1.38	\$ 1.45
\$ 3.91 --- \$ 3.95	\$ 0.27	\$ 0.56	\$ 0.63	\$ 0.71	\$ 0.76	\$ 0.83	\$ 0.90	\$ 0.97	\$ 1.04	\$ 1.20	\$ 1.27	\$ 1.44	\$ 1.51
\$ 3.96 --- \$ 4.00	\$ 0.28	\$ 0.57	\$ 0.64	\$ 0.73	\$ 0.78	\$ 0.86	\$ 0.93	\$ 1.01	\$ 1.09	\$ 1.24	\$ 1.32	\$ 1.49	\$ 1.57
\$ 4.01 --- \$ 4.05	\$ 0.28	\$ 0.58	\$ 0.66	\$ 0.75	\$ 0.81	\$ 0.89	\$ 0.97	\$ 1.04	\$ 1.12	\$ 1.29	\$ 1.37	\$ 1.54	\$ 1.63
\$ 4.06 --- \$ 4.10	\$ 0.29	\$ 0.59	\$ 0.67	\$ 0.77	\$ 0.83	\$ 0.91	\$ 1.00	\$ 1.08	\$ 1.16	\$ 1.34	\$ 1.42	\$ 1.60	\$ 1.69
\$ 4.01 --- \$ 4.15	\$ 0.29	\$ 0.60	\$ 0.69	\$ 0.79	\$ 0.85	\$ 0.94	\$ 1.04	\$ 1.12	\$ 1.20	\$ 1.38	\$ 1.47	\$ 1.66	\$ 1.75
\$ 4.16 --- \$ 4.20	\$ 0.30	\$ 0.61	\$ 0.70	\$ 0.81	\$ 0.88	\$ 0.97	\$ 1.07	\$ 1.15	\$ 1.24	\$ 1.43	\$ 1.52	\$ 1.72	\$ 1.81
\$ 4.21 --- \$ 4.25	\$ 0.31	\$ 0.62	\$ 0.71	\$ 0.83	\$ 0.90	\$ 1.00	\$ 1.10	\$ 1.19	\$ 1.28	\$ 1.48	\$ 1.57	\$ 1.77	\$ 1.87
\$ 4.26 --- \$ 4.30	\$ 0.31	\$ 0.63	\$ 0.73	\$ 0.85	\$ 0.92	\$ 1.02	\$ 1.13	\$ 1.21	\$ 1.34	\$ 1.52	\$ 1.63	\$ 1.83	\$ 1.93
\$ 4.31 --- \$ 4.35	\$ 0.32	\$ 0.64	\$ 0.74	\$ 0.86	\$ 0.95	\$ 1.05	\$ 1.16	\$ 1.27	\$ 1.37	\$ 1.57	\$ 1.68	\$ 1.88	\$ 1.99
<del>\$ 4.36 --- \$ 4.40</del>	<del>\$ 0.32</del>	<del>\$ 0.65</del>	<del>\$ 0.76</del>	<del>\$ 0.87</del>	<del>\$ 0.97</del>	<del>\$ 1.08</del>	<del>\$ 1.19</del>	<del>\$ 1.30</del>	<del>\$ 1.41</del>	<del>\$ 1.61</del>	<del>\$ 1.73</del>	<del>\$ 1.94</del>	<del>\$ 2.05</del>
\$ 4.41 --- \$ 4.45	\$ 0.33	\$ 0.66	\$ 0.77	\$ 0.88	\$ 0.99	\$ 1.11	\$ 1.22	\$ 1.34	\$ 1.45	\$ 1.66	\$ 1.78	\$ 1.99	\$ 2.11
\$ 4.46 --- \$ 4.50	\$ 0.33	\$ 0.67	\$ 0.78	\$ 0.89	\$ 1.02	\$ 1.13	\$ 1.26	\$ 1.38	\$ 1.50	\$ 1.71	\$ 1.83	\$ 2.05	\$ 2.17
\$ 4.51 --- \$ 4.55	\$ 0.34	\$ 0.68	\$ 0.80	\$ 0.91	\$ 1.04	\$ 1.16	\$ 1.29	\$ 1.41	\$ 1.54	\$ 1.75	\$ 1.88	\$ 2.10	\$ 2.23
\$ 4.56 --- \$ 4.60	\$ 0.34	\$ 0.69	\$ 0.81	\$ 0.93	\$ 1.06	\$ 1.19	\$ 1.32	\$ 1.45	\$ 1.58	\$ 1.80	\$ 1.93	\$ 2.16	\$ 2.29
\$ 4.61 --- \$ 4.65	\$ 0.35	\$ 0.70	\$ 0.83	\$ 0.95	\$ 1.08	\$ 1.22	\$ 1.65	\$ 1.49	\$ 1.62	\$ 1.85	\$ 1.98	\$ 2.21	\$ 2.35
\$ 4.66 --- \$ 4.70	\$ 0.35	\$ 0.71	\$ 0.84	\$ 0.97	\$ 1.11	\$ 1.25	\$ 1.39	\$ 1.53	\$ 1.66	\$ 1.89	\$ 2.03	\$ 2.27	\$ 2.41
\$ 4.71 --- \$ 4.75	\$ 0.36	\$ 0.72	\$ 0.85	\$ 0.99	\$ 1.13	\$ 1.27	\$ 1.42	\$ 1.57	\$ 1.70	\$ 1.93	\$ 2.08	\$ 2.33	\$ 2.47
\$ 4.76 --- \$ 4.80	\$ 0.36	\$ 0.73	\$ 0.87	\$ 1.00	\$ 1.15	\$ 1.30	\$ 1.45	\$ 1.60	\$ 1.75	\$ 1.99	\$ 2.13	\$ 2.39	\$ 2.53
\$ 4.81 --- \$ 4.85	\$ 0.37	\$ 0.74	\$ 0.88	\$ 1.02	\$ 1.18	\$ 1.33	\$ 1.48	\$ 1.64	\$ 1.80	\$ 2.03	\$ 2.18	\$ 2.44	\$ 2.59
\$ 4.86 --- \$ 4.90	\$ 0.37	\$ 0.75	\$ 0.89	\$ 1.04	\$ 1.20	\$ 1.36	\$ 1.52	\$ 1.67	\$ 1.84	\$ 2.08	\$ 2.24	\$ 2.50	\$ 2.66
\$ 4.91 --- \$ 4.95	\$ 0.38	\$ 0.76	\$ 0.91	\$ 1.06	\$ 1.22	\$ 1.39	\$ 1.55	\$ 1.71	\$ 1.88	\$ 2.13	\$ 2.29	\$ 2.55	\$ 2.71
\$ 4.96 --- \$ 5.00	\$ 0.38	\$ 0.77	\$ 0.92	\$ 1.08	\$ 1.25	\$ 1.41	\$ 1.58	\$ 1.75	\$ 1.92	\$ 2.18	\$ 2.34	\$ 2.60	\$ 2.77

727  
 COKER & SON TRUCKING Fuel CHART for bid

**NAVARRO COUNTY, TEXAS**  
**Hauling Aggregate**  
**Re-Bid Tabulations**  
**June 22, 2009**

Vendor Company Name	# of Trucks	Delivery Time	Delivery Limitations	Min/Max Qty. per Ton/Truck	Pct #1	Pct. #2	Pct. #3 Richland	Pct. #3 Dawson	Pct. #4	Additional Comments
Wally's Dozer Service	2	ASAP	None	24/25	Lone Star 6.00 Mexia 8.50	Lone Star 7.00 Mexia 9.50	Lone Star 4.50 Mexia 8.00	Lone Star 6.50 Mexia 9.00	Lone Star 7.00 Mexia 9.50	
Dwayne LaCour Trucking	1	Mon-Fri	24 to 48 hour notice	24/26	Mexia 9.00 Lone Star 6.00 Vulcan 8.50 Redi Mix 6.00	Mexia 9.00 Lone Star 6.00 Vulcan 8.50 Redi Mix 6.00	Mexia 9.00 Lone Star 6.00 Vulcan 8.50 Redi Mix 6.00	Mexia 9.00 Lone Star 6.00 Vulcan 8.50 Redi Mix 6.00	No Bid	\$75.00/hour on any other work not covered by Bid. All rates pending Fuel Charges at \$3.00 a gallon, should per gallon rise about \$3.00 a Fuel Surcharge must be added.
Mike Keller Sand & Gravel	4	Any	Prefer 1 Day Notice	13/28	Mexia 8.75 Lone Star 5.75 Vulcan 8.25	Mexia 8.75 Lone Star 5.75 Vulcan 8.25	Mexia 8.75 Lone Star 5.75 Vulcan 8.25	Mexia 8.75 Lone Star 5.75 Vulcan 8.25	Mexia 9.25 Lone Star 6.25 Vulcan 8.75	
A-1 Sand & Gravel Gary N. Holloway	2	Flexible		22/25	Lone Star 6.00 Vulcan 6.75 Mexia 8.50	Lone Star 6.75 Vulcan 7.50 Mexia 8.75	Lone Star 5.75 Vulcan 6.00 Mexia 6.95	Lone Star 6.75 Vulcan 7.25 Mexia 8.75	Lone Star 7.50 Vulcan 8.25 Mexia 9.00	
Coker & Son Trucking Fuel Chart Attached	10	On Request	1-2 Day Notice	25/28	9.00	9.00	9.00	9.00	9.00	Diesel goes to \$3.17 a gallon additional fee will be added. Chart enclosed. EX: (\$3.17/fuel at 41-50 miles haul add .41. 26 tons x .41 fuel surcharge=\$10.66 now add 26 tons x 9.50 haul rate=247.00 added together equals \$257.66

**Contracts awarded to all bidders.**

728

Price of Fuel	> 10 miles	11-20mi	21-30mi	31-40mi	41-50mi	51-60mi	61-70mi	71-80mi	81-90mi	91-100mi	101-110mi	111-120mi	121-130mi
\$ 3.17 --- \$ 3.20	\$ 0.20	\$ 0.41	\$ 0.41	\$ 0.41	\$ 0.41	\$ 0.41	\$ 0.41	\$ 0.41	\$ 0.41	\$ 0.50	\$ 0.50	\$ 0.60	\$ 0.60
\$ 3.21 --- \$ 3.25	\$ 0.20	\$ 0.42	\$ 0.44	\$ 0.43	\$ 0.44	\$ 0.45	\$ 0.46	\$ 0.46	\$ 0.46	\$ 0.55	\$ 0.56	\$ 0.66	\$ 0.67
\$ 3.26 --- \$ 3.30	\$ 0.21	\$ 0.43	\$ 0.45	\$ 0.45	\$ 0.46	\$ 0.47	\$ 0.48	\$ 0.49	\$ 0.50	\$ 0.60	\$ 0.61	\$ 0.72	\$ 0.72
\$ 3.31 --- \$ 3.35	\$ 0.21	\$ 0.44	\$ 0.46	\$ 0.47	\$ 0.48	\$ 0.50	\$ 0.52	\$ 0.53	\$ 0.55	\$ 0.64	\$ 0.65	\$ 0.77	\$ 0.78
\$ 3.36 --- \$ 3.40	\$ 0.22	\$ 0.45	\$ 0.48	\$ 0.49	\$ 0.51	\$ 0.52	\$ 0.54	\$ 0.56	\$ 0.58	\$ 0.69	\$ 0.71	\$ 0.83	\$ 0.85
\$ 3.41 --- \$ 3.45	\$ 0.22	\$ 0.46	\$ 0.49	\$ 0.51	\$ 0.53	\$ 0.55	\$ 0.57	\$ 0.60	\$ 0.62	\$ 0.74	\$ 0.76	\$ 0.88	\$ 0.90
\$ 3.46 --- \$ 3.50	\$ 0.23	\$ 0.47	\$ 0.51	\$ 0.53	\$ 0.55	\$ 0.58	\$ 0.61	\$ 0.64	\$ 0.68	\$ 0.78	\$ 0.81	\$ 0.94	\$ 0.97
\$ 3.51 --- \$ 3.55	\$ 0.23	\$ 0.48	\$ 0.52	\$ 0.55	\$ 0.58	\$ 0.61	\$ 0.64	\$ 0.67	\$ 0.71	\$ 0.83	\$ 0.86	\$ 1.00	\$ 1.04
\$ 3.56 --- \$ 3.60	\$ 0.24	\$ 0.49	\$ 0.53	\$ 0.57	\$ 0.60	\$ 0.63	\$ 0.66	\$ 0.71	\$ 0.75	\$ 0.86	\$ 0.91	\$ 1.05	\$ 1.09
\$ 3.61 --- \$ 3.65	\$ 0.24	\$ 0.50	\$ 0.55	\$ 0.59	\$ 0.62	\$ 0.66	\$ 0.70	\$ 0.75	\$ 0.79	\$ 0.92	\$ 0.96	\$ 1.10	\$ 1.15
\$ 3.66 --- \$ 3.70	\$ 0.25	\$ 0.51	\$ 0.56	\$ 0.61	\$ 0.65	\$ 0.69	\$ 0.75	\$ 0.79	\$ 0.83	\$ 0.97	\$ 1.01	\$ 1.16	\$ 1.21
\$ 3.71 --- \$ 3.75	\$ 0.25	\$ 0.52	\$ 0.58	\$ 0.63	\$ 0.67	\$ 0.72	\$ 0.77	\$ 0.82	\$ 0.87	\$ 1.01	\$ 1.06	\$ 1.22	\$ 1.28
\$ 3.76 --- \$ 3.80	\$ 0.26	\$ 0.53	\$ 0.59	\$ 0.65	\$ 0.69	\$ 0.75	\$ 0.81	\$ 0.85	\$ 0.91	\$ 1.06	\$ 1.12	\$ 1.28	\$ 1.33
\$ 3.81 --- \$ 3.85	\$ 0.26	\$ 0.54	\$ 0.60	\$ 0.67	\$ 0.72	\$ 0.77	\$ 0.81	\$ 0.89	\$ 0.96	\$ 1.11	\$ 1.17	\$ 1.33	\$ 1.39
\$ 3.86 --- \$ 3.90	\$ 0.27	\$ 0.55	\$ 0.62	\$ 0.69	\$ 0.74	\$ 0.80	\$ 0.87	\$ 0.94	\$ 1.00	\$ 1.15	\$ 1.22	\$ 1.38	\$ 1.45
\$ 3.91 --- \$ 3.95	\$ 0.27	\$ 0.56	\$ 0.63	\$ 0.71	\$ 0.76	\$ 0.83	\$ 0.90	\$ 0.97	\$ 1.04	\$ 1.20	\$ 1.27	\$ 1.44	\$ 1.51
\$ 3.96 --- \$ 4.00	\$ 0.28	\$ 0.57	\$ 0.64	\$ 0.73	\$ 0.78	\$ 0.86	\$ 0.93	\$ 1.01	\$ 1.09	\$ 1.24	\$ 1.32	\$ 1.49	\$ 1.57
\$ 4.01 --- \$ 4.05	\$ 0.28	\$ 0.58	\$ 0.66	\$ 0.75	\$ 0.81	\$ 0.89	\$ 0.97	\$ 1.04	\$ 1.12	\$ 1.29	\$ 1.37	\$ 1.54	\$ 1.63
\$ 4.06 --- \$ 4.10	\$ 0.29	\$ 0.59	\$ 0.67	\$ 0.77	\$ 0.83	\$ 0.91	\$ 1.00	\$ 1.08	\$ 1.16	\$ 1.34	\$ 1.42	\$ 1.60	\$ 1.69
\$ 4.01 --- \$ 4.15	\$ 0.29	\$ 0.60	\$ 0.69	\$ 0.79	\$ 0.85	\$ 0.94	\$ 1.04	\$ 1.12	\$ 1.20	\$ 1.38	\$ 1.47	\$ 1.66	\$ 1.75
\$ 4.16 --- \$ 4.20	\$ 0.30	\$ 0.61	\$ 0.70	\$ 0.81	\$ 0.88	\$ 0.97	\$ 1.07	\$ 1.15	\$ 1.24	\$ 1.43	\$ 1.52	\$ 1.72	\$ 1.81
\$ 4.21 --- \$ 4.25	\$ 0.31	\$ 0.62	\$ 0.71	\$ 0.83	\$ 0.90	\$ 1.00	\$ 1.10	\$ 1.19	\$ 1.28	\$ 1.48	\$ 1.57	\$ 1.77	\$ 1.87
\$ 4.26 --- \$ 4.30	\$ 0.31	\$ 0.63	\$ 0.73	\$ 0.85	\$ 0.92	\$ 1.02	\$ 1.13	\$ 1.21	\$ 1.34	\$ 1.52	\$ 1.63	\$ 1.83	\$ 1.93
\$ 4.31 --- \$ 4.35	\$ 0.32	\$ 0.64	\$ 0.74	\$ 0.86	\$ 0.95	\$ 1.05	\$ 1.16	\$ 1.27	\$ 1.37	\$ 1.57	\$ 1.68	\$ 1.88	\$ 1.99
\$ 4.36 --- \$ 4.40	\$ 0.32	\$ 0.65	\$ 0.76	\$ 0.87	\$ 0.97	\$ 1.08	\$ 1.19	\$ 1.30	\$ 1.41	\$ 1.61	\$ 1.73	\$ 1.94	\$ 2.05
\$ 4.41 --- \$ 4.45	\$ 0.33	\$ 0.66	\$ 0.77	\$ 0.88	\$ 0.99	\$ 1.11	\$ 1.22	\$ 1.34	\$ 1.45	\$ 1.66	\$ 1.78	\$ 1.99	\$ 2.11
\$ 4.46 --- \$ 4.50	\$ 0.33	\$ 0.67	\$ 0.78	\$ 0.89	\$ 1.02	\$ 1.13	\$ 1.26	\$ 1.38	\$ 1.50	\$ 1.71	\$ 1.83	\$ 2.05	\$ 2.17
\$ 4.51 --- \$ 4.55	\$ 0.34	\$ 0.68	\$ 0.80	\$ 0.91	\$ 1.04	\$ 1.16	\$ 1.29	\$ 1.41	\$ 1.54	\$ 1.75	\$ 1.88	\$ 2.10	\$ 2.23
\$ 4.56 --- \$ 4.60	\$ 0.34	\$ 0.69	\$ 0.81	\$ 0.93	\$ 1.06	\$ 1.19	\$ 1.32	\$ 1.45	\$ 1.58	\$ 1.80	\$ 1.93	\$ 2.16	\$ 2.29
\$ 4.61 --- \$ 4.65	\$ 0.35	\$ 0.70	\$ 0.83	\$ 0.95	\$ 1.08	\$ 1.22	\$ 1.65	\$ 1.49	\$ 1.62	\$ 1.85	\$ 1.98	\$ 2.21	\$ 2.35
\$ 4.66 --- \$ 4.70	\$ 0.35	\$ 0.71	\$ 0.84	\$ 0.97	\$ 1.11	\$ 1.25	\$ 1.39	\$ 1.53	\$ 1.66	\$ 1.89	\$ 2.03	\$ 2.27	\$ 2.41
\$ 4.71 --- \$ 4.75	\$ 0.36	\$ 0.72	\$ 0.85	\$ 0.99	\$ 1.13	\$ 1.27	\$ 1.42	\$ 1.57	\$ 1.70	\$ 1.93	\$ 2.08	\$ 2.33	\$ 2.47
\$ 4.76 --- \$ 4.80	\$ 0.36	\$ 0.73	\$ 0.87	\$ 1.00	\$ 1.15	\$ 1.30	\$ 1.45	\$ 1.60	\$ 1.75	\$ 1.99	\$ 2.13	\$ 2.39	\$ 2.53
\$ 4.81 --- \$ 4.85	\$ 0.37	\$ 0.74	\$ 0.88	\$ 1.02	\$ 1.18	\$ 1.33	\$ 1.48	\$ 1.64	\$ 1.80	\$ 2.03	\$ 2.18	\$ 2.44	\$ 2.59
\$ 4.86 --- \$ 4.90	\$ 0.37	\$ 0.75	\$ 0.89	\$ 1.04	\$ 1.20	\$ 1.36	\$ 1.52	\$ 1.67	\$ 1.84	\$ 2.08	\$ 2.24	\$ 2.50	\$ 2.66
\$ 4.91 --- \$ 4.95	\$ 0.38	\$ 0.76	\$ 0.91	\$ 1.06	\$ 1.22	\$ 1.39	\$ 1.55	\$ 1.71	\$ 1.88	\$ 2.13	\$ 2.29	\$ 2.55	\$ 2.71
\$ 4.96 --- \$ 5.00	\$ 0.38	\$ 0.77	\$ 0.92	\$ 1.08	\$ 1.25	\$ 1.41	\$ 1.58	\$ 1.75	\$ 1.92	\$ 2.18	\$ 2.34	\$ 2.60	\$ 2.77

729

ROKER & SON TRUCKING Fuel CHART Dr L W

AFFIDAVIT SUBMITTED BY  
RUBY COKER  
NAVARRO COUNTY TREASURER

*STATE OF TEXAS*

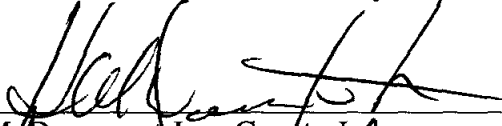
*COUNTY OF NAVARRO*

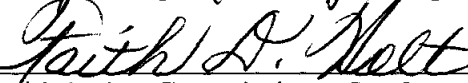
**Before me**, the undersigned authority, on this day personally appeared the following named persons, and after being duly sworn, deposes and says: Honorable H. M. Davenport, Jr., County Judge, Honorable Kit Herrington, Commissioner Pct. #1, Honorable Faith Holt, Commissioner Pct. #2, Honorable David Warren, Commissioner Pct. #3, and Honorable James Olsen, Commissioner Pct. 4.

I, Ruby Coker, the Navarro County Treasurer, on this 22nd day of June, 2009 present to the Navarro County Commissioners Court the Monthly Financial Report for the month ending on May 31, 2009 for the court to review and approve. According to the report, Navarro County had cash on hand in the amount of \$1,414,902.91. Also, other assets totaling \$9,337,538.06 are being held by the Treasurer's office. The total interest for all accounts for the month of May, 2009 was \$5,378.39. The total disbursements for the month of May, 2009 were \$2,876,138.10. This report is in compliance with section 114.026 of the Local Government Code, so therefore we hereby execute this affidavit for publication.


With this signed affidavit, We the Commissioners Court, state that the requirements of Subsection (C) have been met with the examination of this report.

Signed and executed this 22nd day of June, 2009.

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

  
\_\_\_\_\_  
Faith Holt - Commissioner Pct 2

  
\_\_\_\_\_  
Kit Herrington - Commissioner Pct 1

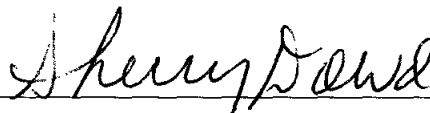
  
\_\_\_\_\_  
David Warren - Commissioner Pct 3

  
\_\_\_\_\_  
James Olsen - Commissioner Pct 4

SWORN AND SUBSCRIBED TO BEFORE ME, this 22nd day of June, 2009 by H. M. Davenport, Jr., Kit Herrington, Faith Holt, David Warren, and James Olsen, in their official capacities as the members of the Navarro County Commissioners Court.

ATTEST



  
\_\_\_\_\_

Sherry Dowd - Navarro County Clerk



# V. G. Young Institute of County Government


Certifies that  
**Ruby Coker**


*attended 5 hours of investment training pursuant to the  
PUBLIC FUNDS INVESTMENT ACT as part of the*


## 37th Annual County Treasurers' Continuing Education Seminar

*Sponsored in cooperation with  
The County Treasurers' Association of Texas &  
The Continuing and Professional Studies Office at Texas A&M University*


**Austin, Texas ♦ April 20-24, 2009**

  
\_\_\_\_\_  
Director, Texas AgriLife Extension Service

  
\_\_\_\_\_  
President, County Treasurers Association of Texas

  
\_\_\_\_\_  
Director, V.G. Young Institute of County Government



  
\_\_\_\_\_  
Extension Program Specialist, V.G. Young Institute of County Government

731



# Continuing Education Certificate

Texas A&M University

Continuing and Professional Studies Office  
Division of Research & Graduate Studies

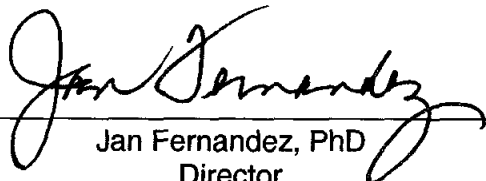
certifies that

## Ruby Coker

has successfully completed 20 hours (2 CEUs) of continuing education

*Sponsored by V.G. Young Institute of County Government*

**37th Annual County Treasurers' Continuing Education Seminar**  
**April 20, 2009 - April 24, 2009**



Jan Fernandez, PhD  
Director

Continuing & Professional Studies Office  
Division of Research & Graduate Studies





Activity Director

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**V. G. Young Institute of County Government**

Certifies that

**Ruby Coker**

Participated in the

**37th Annual County Treasurers' Continuing Education Seminar**

*Sponsored in cooperation with  
The County Treasurers' Association of Texas &  
The Continuing and Professional Studies Office at Texas A&M University*

**College Station, Texas – April 20-24, 2009**

Director, AgriLife Extension Service

President, County Treasurers' Association of Texas

Director, V.G. Young Institute of County Government



Extension Program Specialist, V.G. Young Institute of County Government

Blank on Purpose

# TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

[www.txdps.state.tx.us](http://www.txdps.state.tx.us)



LAMAR BECKWORTH  
DIRECTOR



COMMISSION  
ALLAN B. POLUNSKY, CHAIR  
C. TOM CLOWE, JR.  
ADA BROWN  
JOHN STEEN  
CARIN MARCY BARTH

## To Whom It May Concern:

You will find two (2) copies of the Memorandum of Understanding (MOU), Statement of Work (SOW), & W-9 for the Livescan Data Demographic Gateway (DDG) Project. These documents are in reference to the upgrade to your existing Livescan machine that has been installed or is scheduled for installation.

Please review and send these documents back at your earliest convenience. On page three (3) of the MOU, please document the liaison and then have the Sheriff sign on page six (6). The SOW or Schedule A will require a signature on page two (2). Please pay particular attention to the MOU, Section 8, Cost Reimbursement. The Vendor that installed the upgrade on your existing Livescan machine will be invoicing your agency directly if they haven't done so already. Send an invoice from your agency to our agency invoicing us for the same amount. The Department will then reimburse your agency for costs incurred and you will then pay the Vendor.

Since this is a contractual agreement, our Accounting Department will require either original documents or scanned originals. If the documents could be scanned and emailed back to me, that would be greatly appreciated. If you need to mail them, please send them to the following:

Texas Department of Public Safety  
Crime Records Service  
Attn: Darren Roberson  
PO Box 4143  
Austin, TX 78765-4143

If you have any questions, please let me know.

Thanks in advance,

*Darren K Roberson, Sr.*

Accountant II  
Texas Department of Public Safety  
Crime Records Support Bureau  
PO Box 4143  
Austin, TX 78765-4143  
512.424.5239 - office  
512.424.5599 - fax  
[darren.roberson@txdps.state.tx.us](mailto:darren.roberson@txdps.state.tx.us)

**Memorandum of Understanding between  
Texas Department of Public Safety  
and  
Navarro County Sheriff's Office**

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

**LOCAL LAW ENFORCEMENT AGENCY AGREEMENT FOR FUNDING**

**SECTION 1. PARTIES TO THE AGREEMENT**

This Agreement is entered into by and between Navarro County Sheriff's Office hereinafter referred to as "Recipient" and the Texas Department of Public Safety, hereinafter referred to as "TXDPS."

**SECTION 2. GENERAL PURPOSES AND OBJECTIVES**

**2.1 General Purpose**

TXDPS Crime Records Service has identified funding to assist local agencies in costs associated with modifications to the Recipient's record management system (RMS), in order to interface with programs or applications administered by TXDPS as criminal justice information systems (CJIS) including but not limited to Automated Fingerprint Identification System (AFIS), Livescan System (LS), or Texas Data Exchange (TDEx). Funds provided will allow the state of Texas to continue to improve the accuracy, completeness, record quality and timeliness of data through increased submissions of CJIS related data from local agencies RMS to TXDPS.

**2.2 Objectives**

This agreement will provide local law enforcement agencies such as Recipient with funding assistance in order to develop and implement RMS modifications necessary to interface with electronically with TXDPS CJIS Programs. In order to receive the funding, Recipient must agree to comply with the requirements of applicable state laws and requirements mandated for funding by TXDPS.

**SECTION 3. ELIGIBILITY**

**3.1 Recipient Authority**

Recipient represents and warrants that:

- a) it has the power and authority to enter into this agreement and to perform in a timely manner the obligations created hereunder;
- b) the execution, delivery, and performance of this agreement by Recipient has been duly authorized by all necessary action on the part of Recipient, and;
- c) this agreement constitutes the valid and binding obligation of Recipient and its successors and assigns, enforceable against it in accordance with its terms.

**3.2 General Obligations**

Recipient acknowledges the following general obligations: that it shall not have the power or right to enter into a contract with a third party:

- a) for any work or assign any of the rights and obligations under this agreement without the prior written approval of the TXDPS except as provided in this agreement,
- b) it shall prepare and deliver such reports as may be required by TXDPS, and
- c) All third party RMS vendors performing services on behalf of Recipient MUST have a fully executed FBI CJIS Security Addendum (not attached, made available upon submission of an originally signed). Third party RMS vendor for the Recipient must submit an originally signed CJIS Security Addendum Certification for each employee performing duties related to this project prior to final contract award. Each original Certification must include an original signature of the employee and the Vendor's (Contractor's) representative. Non-compliance by third party RMS vendor will be cause for termination of this MOU.

**3.3 Entire Agreement**

This agreement does not create any rights in any person or entity other than the Recipient and TXDPS. This agreement may be amended or modified only by subsequent written agreement by both parties. This agreement contains the entire understanding between the parties. The failure of either party to insist in any one or more instance upon performance of any term or condition of this agreement shall not be construed as a waiver of future performance. The obligations of either party with respect to such term shall continue in full force and effect.

**3.4 Timely Performance**

Recipient is aware of the importance of timely and effective performance under this agreement.

**SECTION 4. RECIEPENT PARTICIPATION REQUIREMENTS**

**4.1 Recipient Performance Metrics**

Recipient agrees to complete, install and implement the work indentified in *Schedule A* within 12 months from the date of the execution of this agreement. Recipient agrees to continue to perform related data submissions or extractions as required by GC§411, CCP§60, 61, or 62, or current TXDPS Policies or Guidelines for applicable program.

**4.2 TXDPS Policies and Guidelines**

By signing this agreement, Recipient certifies that its personnel responsible for the RMS modification implementation have read, understood, and will fully comply with all relevant TXDPS Policies and Guidelines listed in *Schedule A*. Recipient agrees to keep all personnel responsible for the TXDPS Project identified in *Schedule A*, fully informed as to all relevant policies and guidelines.

**4.3 Inspection**

TXDPS shall have the authority to inspect and audit the records and operations of Recipient to determine compliance with this agreement and all applicable laws and regulations.

**SECTION 5. STATEMENT OF WORK TO BE PERFORMED**

The statement of work (SOW) to be performed is provided in *Schedule A*. TXDPS has dedicated funding on behalf of the Recipient to assist in modifying the Recipient's RMS to participate. Recipient understands that the use or application of funds received under this agreement for the supplantation of existing resources or funds is prohibited.

**SECTION 6. LIAISON OFFICIALS AND NOTICES**

**6.1 Liaison Officials**

The parties designate the following primary liaisons for implementation of this agreement. Recipient agrees to provide notice of any changes in this information within 10 business days after the change.

**Recipient:**

\_\_\_\_\_  
 NAVARRO COUNTY SHERIFF'S OFFICE (Name)

\_\_\_\_\_  
 COUNTY SHERIFF (Title)

\_\_\_\_\_  
 LESLIE COTTEN (Recipient Name)

\_\_\_\_\_  
 312 W. SECOND AVENUE (Mailing Address)

\_\_\_\_\_  
 CORSICANA, TEXAS 75110 (City, State Zip)

\_\_\_\_\_  
 caspencer@swbell.net (E-mail Address)

( 903 )- 654-3002 (Tel.)

( 903 )- 654-3044 (Fax)

**TXDPS Livescan Program:**  
 Angie Kendall, Manager  
 CHRI Processing Bureau  
 Texas Department of Public Safety  
 P.O. Box 4143 MSC 0231  
 Austin, Texas 78765-4143  
[angie.kendall@txdps.state.tx.us](mailto:angie.kendall@txdps.state.tx.us)  
 (512) 424-2471 (Telephone)  
 (512) 424-2238 (Facsimile)

**TXDPS Contract Manager:**  
 Desiree Taylor, Manager  
 CRS Support Bureau  
 Texas Department of Public Safety  
 P. O. Box 4143 MSC 0230  
 Austin, Texas 78765-4143  
[desiree.taylor@txdps.state.tx.us](mailto:desiree.taylor@txdps.state.tx.us)  
 (512) 424-2968 (Telephone)  
 (512) 424-5911 (Facsimile)

**6.2 Notices**

All notices pursuant to this agreement shall be in writing and shall be delivered to the liaisons by U.S. certified mail, postage paid, and properly addressed.

**6.3 Invoices**

Recipient agrees to submit invoice(s) to TXDPS for reimbursement to the TXDPS Contract Manager listed above in Section 6.1 following Section 8.2 Procedure for Reimbursement.

**SECTION 7. TERMINATION**

Either party may, without cause, terminate this MOU at any time by giving thirty (30) days' written notice to the other party. Recipient shall be entitled to all sums due and owing up to the day written notice is received by the non-terminating party, provided that such services performed are in accordance with the provisions of this agreement. Recipient shall be required to complete its services within the thirty (30) day period.

**Section 7.1 Legislative Action**

TXDPS is a state agency whose authority is subject to the actions of the Texas Legislature and the United States Congress. If TXDPS and/or the subject matter of this MOU become subject to a legislative or regulatory change or the revocation of statutory or regulatory authority that would render the deliverables to be provided under this MOU impossible, unnecessary, void or substantially amended or that would terminate the appropriations for this MOU, TXDPS may immediately terminate this MOU without penalty to, or any liability whatsoever on the part of, TXDPS, the State of Texas and the United States.

Termination under this section is immediate, so TXDPS is not required to provide thirty (30) days notice under this section.

**Section 7.2 Termination by Default**

In the event that Recipient or the Recipient's RMS Contractor fails to carry out or comply with any of the requirements of this MOU with TXDPS, TXDPS may notify Recipient of such failure or default in writing and demand that the failure or default be remedied within ten (10) days. In the event that Recipient fails to remedy such failure or default within the ten (10) day period, TXDPS will have the right to cancel this contract upon ten (10) days written notice.

The cancellation of this MOU, under any circumstances whatsoever, will not affect or relieve Recipient from any liability that may have been incurred pursuant to this MOU, and such cancellation by TXDPS will not limit any other right or remedy available to TXDPS at law or in equity.

**Section 7.3 Termination for Cause or Convenience**

This Contract may be terminated as follows:

- a) For Convenience: This MOU may be terminated, without penalty, by TXDPS, without cause by giving thirty (30) days written notice of such termination to Contractor.



- b) For Cause: This MOU may be terminated by TXDPS if Recipient or the Recipient's RMS Contractor fails to perform as agreed or is otherwise in default, without the necessity of complying with the requirements in the section herein entitled "Termination by Default."
- c) Termination for listing on Federal Excluded Party List, on the Terrorism List (Executive Order 13224) or on the State of Texas Debarred Vendor List: TXDPS shall have the absolute right to terminate this MOU without recourse as follows:
  - a. If the Recipient's RMS Contractor becomes listed on the prohibited vendors list authorized by Executive Order #13224 "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of Treasury, Office of Foreign Assets Control;
  - b. If Recipient's RMS Contractor becomes suspended or debarred from doing business with federal government as listed in the Excluded Parties List (EPLS) maintained by the General Services Administration; or
  - c. If the Recipient's RMS Contractor becomes listed on the State of Texas Debarred Vendor List. TXDPS will provide Recipient's RMS Contractor with written notice to terminate the contract, which termination will become effective immediately upon Recipient's RMS Contractor's receipt of the notice.

#### **Section 7.4 Termination Liability (for Termination for Convenience)**

In no event will termination for convenience by TXDPS give rise to any liability whatsoever on the part of TXDPS whether such claims of the Recipient or the Recipient's RMS Contractor are for compensation for anticipated profits, unabsorbed overhead, interest on borrowing, or for any other reason. TXDPS' sole obligation hereunder is to pay the Recipient for deliverables ordered and received prior to the date of termination, if TXDPS accepts such deliverables.

### **SECTION 8. COST REIMBURSEMENT**

#### **8.1 Contract Amount**

The total MOU award amount is specified in *Schedule A*. A budget for the use of funds is specified in *Schedule A*. Any budget deviations shall be approved by TXDPS before initiation of the desired change. The parties agree that the amount provided is fair compensation for the services or functions provided.

#### **8.2 Procedure for Reimbursement**

Payments will be made from current revenues available directly to the Recipient. Recipient invoices shall include the following as applicable:

- a) delivery date;
- b) description of services received;
- c) quantity and unit price(s);
- d) RMS Contractor's invoice;
- e) appropriate payee identification information.

**SECTION 9. LIABILITY FOR HARM**

To the extent authorized by law, Recipient agrees to indemnify and hold harmless TXDPS, its Director, and its employees from and against any and all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrest or imprisonment or any cause of action whatsoever, arising out of or involving any negligence on the part of Recipient or its employees in the implementation of this agreement.

**SECTION 10. CERTIFICATIONS**

The undersigned contracting parties do hereby certify that:

- 1) The services specified above are necessary and essential for activities that are properly within the applicable statutory functions and programs of the affected parties;
- 2) The proposed arrangements serve the interest of the efficient and economical administration of the State of Texas; and
- 3) The services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of the State of Texas to be supplied under contract to the lowest bidder. DPS certifies that it has authority to make this agreement under Chapter 411.006 of the Texas Government Code, and Chapter 411, Subchapter F of the Texas Government Code.

**SECTION 11. EXECUTION**

For the faithful performance of the terms of this MOU, the parties, by their authorized representatives, affix their signatures and agree that they have authority to bind their respective agencies to the provisions of this MOU and that they are so bound. This MOU may be executed by the parties in duplicate.

**MOU Approved by:**

NAVARRO COUNTY SHERIFF'S OFFICE

Leslie Cotter  
(Name of Recipient)

Leslie Cotter  
(Signature of Authorized Representative-Recipient)

Leslie Cotter  
(Printed Name of Authorized Representative-Recipient)

Sheriff  
(Title of Authorized Representative- Recipient)

DATE: 6-22-09

Texas Department Of Public Safety

Oscar Ybarra  
(Signature of Authorized Representative-TXDPS)

Oscar Ybarra  
(Printed Name of Authorized Representative-TXDPS)

Chief of Finance  
(Title of Authorized Representative- TXDPS)

DATE: 7/9/09

**SCHEDULE A**  
**STATEMENT OF WORK (SOW)**  
**Homeland Security Livescan Project**

Recipient will implement RMS modifications through the purchase of software and/or professional services necessary to create a .txt file for the Homeland Security Livescan System (LS) Project, Law Enforcement Records/Jail Management System enhancements to facilitate communication between the TXDPS LS Terminal (including the Demographic Data Gateway) and the Receipts RMS/JMS.

Timeline (please provide the number of hours as estimated to provide each of the different service types):

Design	_____
Development	_____
Testing	_____
Implementation/Production	_____

**RECEIPT RMS MODIFICATIONS**

Future RMS modifications, enhancements, upgrades, replacement, conversion or alterations must accommodate all functionality implemented through this MOU and SOW without impact to performance or submissions. Recipients are advised to include relevant requirements or technical specifications which would affect functional performance for TXDPS EAR.

**WARRANTY AND MAINTENANCE**

Third party vendors **MUST** agree to warrant the Receipt's RMS modifications or resulting product delivered as the result of this MOU for a minimum period of six (6) months after documented user acceptance of each deliverable at no additional cost to the Receipt or TXDPS to be free of defects and meet or exceed all performance requirements stated in relevant TXDPS policies or guidelines. All maintenance and support on the Receipt's RMS will be the responsibility of the Recipient upon warranty expiration.

**MOU AMOUNT**

Recipient will receive funding from the TXDPS the amount of \$ 8,500

**BUDGET DETAIL**

The following represents the budget outlined for this SOW for the period stated in MOU and SOW Term:

Personnel	Not an allowable cost under this MOU
Fringe Benefits	Not an allowable cost under this MOU
Travel	Not an allowable cost under this MOU
Equipment	Not an allowable cost under this MOU
Supplies	Not an allowable cost under this MOU

Contractual \_\_\_\_\_

Other \_\_\_\_\_

**TOTAL CONTRACT AMOUNT** \$ 8,500

**MOU AND SOW PERFORMANCE METRICS**

Recipient agrees to complete the RMS to DDG Livescan interface by August 31, 2009. Recipient agrees to submit electronically all applicable fingerprint arrests on a timely basis.

**POLICIES AND GUIDELINES**

By signing this agreement, Recipient certifies that its personnel responsible for the RMS modification implementation have read, understood, and will fully comply with all TXDPS Livescan policies and guidelines related to EAR found online at <ftp://crspub.txdps.state.tx.us/> . Recipient will keep all personnel responsible for TXDPS Livescan fully informed as to all current or future policies and guidelines.

**MOU AND SOW TERM**

The MOU and SOW shall become effective on the date signed by the last of the two parties. The term of this MOU and SOW expires on August 31, 2009.

**EXECUTION**

For the faithful performance of the terms of this SOW, the parties, by their authorized representatives, affix their signatures and agree that they have authority to bind their respective agencies to the provisions of this SOW and that they are so bound. This SOW may be executed by the parties in duplicate.

**Statement of Work Approved by:**

NAVARRO COUNTY SHERIFF'S OFFICE  
(Name of Recipient)

*Leslie Cotten*  
(Signature of Authorized Representative-Recipient)

LESLIE COTTEN  
(Printed Name of Authorized Representative-Recipient)

COUNTY SHERIFF  
(Title of Authorized Representative- Recipient)

DATE: 6-22-2009

Texas Department Of Public Safety

*Oscar Yharra*  
(Signature of Authorized Representative-TXDPS)

Oscar Yharra  
(Printed Name of Authorized Representative-TXDPS)

Chief of Finance  
(Title of Authorized Representative- TXDPS)

DATE: 7/2/09

744

# Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name  
**Navarro County**

Business name, if different from above

Check appropriate box:  Individual/  
Sole proprietor  Corporation  Partnership  Other **Governmental**  Exempt from backup  
withholding

Address (number, street, and apt. or suite no.)  
**300 W. Third Avenue**

City, state, and ZIP code  
**Corsicana, Texas 75110**

List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Social security number

--	--	--	--	--	--	--	--	--	--

or

Employer identification number

7	5	6	0	0	1	0	9	2
---	---	---	---	---	---	---	---	---

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person *Kathy B. Holloman* Date *6/22/09*

### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note:** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

### Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.