

NAVARRO COUNTY COMMISSIONER'S COURT

A REGULAR MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON MONDAY THE, 14TH DAY OF DECEMBER, 2009 AT 10:00 A.M., IN THE COURTROOM OF THE NAVARRO COUNTY COURTHOUSE, CORSICANA, TEXAS. PRESIDING JUDGE HM DAVENPORT, COMMISSIONERS PRESENT KIT HERRINGTON, FAITH HOLT, DAVID WARREN, AND JAMES OLSEN

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

CONSENT AGENDA

MOTION TO APPROVE CONSENT AGENDA ITEMS 5 & 6 BY HOLT SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED

5. APPROVE THE MINUTES FROM THE PREVIOUS MEETING OF NOVEMBER 30TH, 2009
6. APPROVE AND PAY BILLS AS SUBMITTED BY COUNTY AUDITOR

REGULAR AGENDA

7. RECOGNIZE CERTIFICATE OF ACHIEVEMENT FOR EXCELLENCE IN FINANCIAL REPORTING PRESENTED TO NAVARRO COUNTY FOR ITS COMPREHENSIVE ANNUAL FINANCIAL REPORTING PRESENTED TO NAVARRO COUNTY FOR ITS COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2008; AND RECONGNIZE AWARD OF FINANCIAL REPORTING ACHIEVEMENT PRESENTED TO TIM EASLEY, FIRST ASSISTANT COUNTY AUDITOR, NAVARRO COUNTY, TEXAS BY THE GOVERNMENT FINANCE OFFICERS ASSOCIATION OF THE UNITED STATES AND CANADA
TO WIT PG 353
8. MOTION TO APPROVE BOARD APPOINTMENT TO NAVARRO COUNTY ESD#1 JAY PETTY AND MYRA FRAN NICKELL BY OLSEN SEC BY

- WARREN MOTION TO APPOINT FRANK STEED TO BOARD BY HOLT
SEC BY OLSEN **TO WIT PG 355-358A**
ALL VOTED AYE MOTION CARRIED
9. MOTION TO APPROVE POLLING PLACE CHANGE FOR 402 PRECINCT 4
FROM IOOF TO WESTHILL CHURCH OF CHRIST BY OLSEN SEC BY
WARREN ALL VOTED AYE MOTION CARRIED **TO WIT PG 359**
10. MOTION TO APPROVE DECLARING COMPUTER EQUIPMENT AS
SALVAGE BY OLSEN SEC BY WARREN **TO WIT PG 360-362**
ALL VOTED AYE MOTION CARRIED
11. MOTION TO APPROVE TAX REPORT BY GAIL SMITH BY HERRINGTON
SEC BY OLSEN **TO WIT PG 363-367**
ALL VOTED AYE MOTION CARRIED
12. MOTION TO APPROVE COUNTY AUDITOR'S NOVEMBER 2009
MONTHLY FINANCIAL REPORT PURSUANT TO LGC SEC. 114.024 BY
HOLT SEC BY WARREN
ALL VOTED AYE MOTION CARRIED
13. MOTION TO APPROVE LEASE AGREEMENT WITH WELCH STATE
BANK FOR LEASE/PURCHASE OF A MOTORGRADER FOR PRECINCT 2
BY HOLT SEC BY HERRINGTON **TO WIT PG 368-387**
ALL VOTED AYE MOTION CARRIED
14. MOTION TO APPROVE MOVING \$2,000 FROM OPERATING EQUIPMENT
TO CAPITAL EQUIPMENT TO PURCHASE A FORD F-550 WINCH
TRUCK IN PRECINCT 3 BY WARREN SEC BY HOLT **TO WIT PG 388**
ALL VOTED AYE MOTION CARRIED
15. MOTION TO APPROVE RENEWING ANNUAL CONTRACTS FOR
INFORMATION TECHNOLOGY TECHNICIAN, INTELLIGENCE
ANALYST AND TRAINING COORDINATOR ON BEHALF OF THE NORTH
TEXAS HIGH INTENSITY DRUG TRAFFICKING AREA BY OLSEN SEC
BY WARREN **TO WIT PG 389-419**
ALL VOTED AYE MOTION CARRIED
16. MOTION TO APPROVE INTERLOCAL CONTRACTS BETWEEN THE
NORTH CENTRAL TEXAS TRAUMA REGIONAL ADVISORY COUNCIL
(NCTTRAC) AND NAVARRO COUNTY FOR MOBILE MEDICAL SUPPLY
CACHE PROJECT AND VIDEO TELECONFERENCING EQUIPMENT BY
HERRINGTON SEC BY WARREN **TO WIT PG 420-440**

ALL VOTED AYE MOTION CARRIED

- 17. MOTION TO APPROVE HISTROIC DOWNTOWN DISTRICT REINVESTMENT TAX CREDITS BY HERRINGTON SEC BY HOLT
ALL VOTED AYE MOTION CARRIED **TO WIT PG 441**

- 18. MOTION TO GO INTO EXECUTIVE SESSION PURSUANT TO THE TEXAS GOVERNMENT CODE SECTION 551.072 TO DISCUSS REAL ESTATE BY HOLT SEC BY WARREN
ALL VOTED AYE MOTION CARRIED

MOTION TO COME OUT OF EXECUTIVE SESSION BY HERRINGTON SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED
NO ACTION TAKEN

- 19. MOTION TO ADJOURN BY HOLT SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED

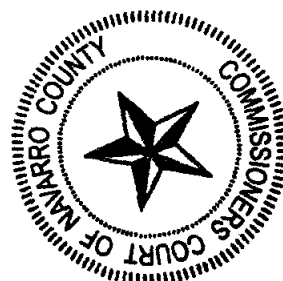
THESE MINUTES ARE HEREBY APPROVED THIS 23 DAY OF DECEMBER 2009.

JUDGE HM DAVENPORT [Signature]
 COMR.PCT.1 KIT HERRINGTON [Signature]
 COMR.PCT.2 FAITH HOLT [Signature]
 COMR.PCT.3 DAVID "BUTCH" WARREN [Signature]
 COMR.PCT.4 JAMES OLSEN [Signature]

I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR DECEMBER 14TH, 2009.

SIGNED 23 DAY OF DECEMBER 2009.

[Signature]
SHERRY DOWD, COUNTY CLERK





Government Finance Officers Association
203 N. LaSalle Street - Suite 2700
Chicago, IL 60601

Phone (312) 977-9700 Fax (312) 977-4806

353

10/22/2009

NEWS RELEASE

For Information contact:
Stephen Gauthier (312) 977-9700

(Chicago)--The Certificate of Achievement for Excellence in Financial Reporting has been awarded to **Navarro County** by the Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An Award of Financial Reporting Achievement has been awarded to the individual(s), department or agency designated by the government as primarily responsible for preparing the award-winning CAFR. This has been presented to:

Tim Easley, First Assistant County Auditor

The CAFR has been judged by an impartial panel to meet the high standards of the program including demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

The GFOA is a nonprofit professional association serving approximately 17,500 government finance professionals with offices in Chicago, IL, and Washington, D.C.

Certificate of Achievement for Excellence in Financial Reporting

Presented to

Navarro County Texas

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended
September 30, 2008

A Certificate of Achievement for Excellence in Financial Reporting is presented by the Government Finance Officers Association of the United States and Canada to government units and public employee retirement systems whose comprehensive annual financial reports (CAFRs) achieve the highest standards in government accounting and financial reporting.



President

Executive Director

In the name and by the authority of

The State of Texas

OATH OF OFFICE

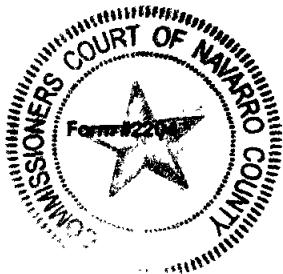
I, Jay Petty, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of NAVARRO COUNTY ESA#1 Commissioner of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Jay Petty
Affiant

SWORN TO and subscribed before me by affiant on this 14 day of December, 2009.

(Seal)

H.M. Davenport, Jr.
Signature of Person Administering Oath
H.M. DAVENPORT, Jr.
Printed Name
County Judge
Title



PLEASE TYPE OR PRINT LEGIBLY
PROVIDE ALL REQUESTED INFORMATION

STATEMENT OF ELECTED/APPOINTED OFFICER

(Pursuant to Tex. Const. art. XVI, §1(b), amended 2001)

I, Jay Petty, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

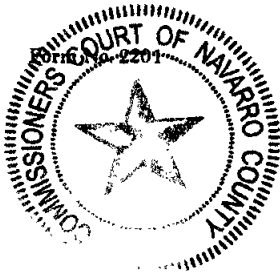
UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.

12/14/09
Date

Jay Petty
Officer's Signature

Navarro County ESD #1
Position to Which Elected/Appointed

Navarro County
City and/or County



In the name and by the authority of

The State of Texas

OATH OF OFFICE

I, Myra Fran Nickel, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Navarro County ESO#1 Commissioner of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Myra Fran Nickel
Affiant

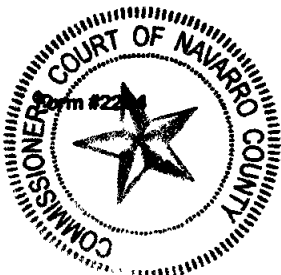
SWORN TO and subscribed before me by affiant on this 14 day of December, 2009.

[Signature]
Signature of Person Administering Oath

H.M. Davenport, Jr.
Printed Name

County Judge
Title

(Seal)



PLEASE TYPE OR PRINT LEGIBLY
PROVIDE ALL REQUESTED INFORMATION

STATEMENT OF ELECTED/APPOINTED OFFICER

(Pursuant to Tex. Const. art. XVI, §1(b), amended 2001)

I, Myra Fran Nickell, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.

12-14-09
Date

Myra Fran Nickell
Officer's Signature

NAVARRO County ESD #1
Position to Which Elected/Appointed

[Signature]
City and/or County



358A

In the name and by the authority of

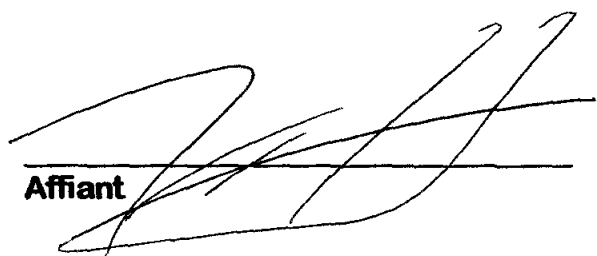
The State of Texas

FILED FOR RECORD
AT _____ O'CLOCK _____ M.
DEC 17 2009

SHERRY DOWD
COUNTY CLERK NAVARRO COUNTY, TEXAS
BY _____ DEPUTY

OATH OF OFFICE


I, Frank Steed, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of NAVARRO COUNTY ESD #1 of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.



Affiant

SWORN TO and subscribed before me by affiant on this 17 day of December, 2009.

(Seal)



Signature of Person Administering Oath
H. M. DAVENPORT, JR.
Printed Name
Navarro County Judge
Title

See Reverse Side
for Instructions
Revised August 1999

POLLING PLACES -2010 ELECTIONS

359

PRECINCT NO.

PLACES

101 CISD INSTRUCTIONAL MATERIALS, 312 W 1ST AVE, CORSICANA, TEXAS
103 FANNIN ELEMENTARY SCHOOL, 3201 N BEATON, CORSICANA, TEXAS
104 MEMORIAL BAPTIST CHURCH, 1700 N 45TH STREET, CORSICANA, TEXAS
105 BARRY METHODIST CHURCH, MAIN STREET, BARRY, TEXAS
106 EMHOUSE COMMUNITY CENTER, 503 N HOPPIN AVE, EMHOUSE, TEXAS
107 RICE CITY HALL, 203 E CALHOUN, RICE, TEXAS
108 CHATFIELD COMMUNITY CENTER, FM 1603, CHATFIELD, TEXAS
109 ROANE BAPTIST CHURCH, FM 3401, ROANE, TEXAS
200 MARTIN LUTHER KING CENTER, 1114 E 6TH, CORSICANA, TEXAS
201 BEARS DEN, 802 S. 2ND, CORSICANA, TEXAS
202 TRAVIS CENTER, 1009 W 13TH AVE, CORSICANA, TEXAS
203 KERENS ISD ADMINISTRATION BLDG, 200 BOBCAT LN, KERENS, TEXAS
204 POWELL FIRE STATION, 201 CARR ST, POWELL, TEXAS
205 EUREKA UNITED METHODIST CHURCH, 8644 S US HWY 287, EUREKA, TEXAS
206 MILDRED HIGH SCHOOL, 5475 S US HWY 287, MILDRED, TEXAS
207 ROUND PRAIRIE BAPTIST CHURCH, FM 309 S, KERENS, TEXAS
208 BETHLEHEM BAPTIST CHURCH, 409 N 3RD ST, CORSICANA, TEXAS
209 NAVARRO CO. COURTHOUSE, COMMISSIONER'S CONFERENCE ROOM, 300 W 3RD AVE, CORSICANA, TEXAS
300 UNITED CHRISTIAN FELLOWSHIP BLDG 3301 W 7^H AVE, CORSICANA, TEXAS
301 LEE ACADEMY, 2200 W 4TH AVE, CORSICANA, TEXAS
303 DAWSON VOLUNTEER FIRE DEPT., MAIN STREET, DAWSON, TEXAS
304 NAVARRO GOVERNMENT CENTER, 22 HARVARD, NAVARRO, TEXAS
305 ANGUS CITY HALL, 6008 SOUTH IH 45, ANGUS, TEXAS
306 RETREAT CITY HALL, FM 709, RETREAT, TEXAS
307 RICHLAND CITY HALL, 103 W MAIN STREET, RICHLAND, TEXAS
308 WINKLER MASONIC LODGE, FM 416, WINKLER, TEXAS
400 YMCA RHOADS-OPT BLDG, 400 OAKLAWN DR, CORSICANA, TEXAS
400A YMCA RHOADS-OPT BLDG, 400 OAKLAWN DR, CORSICANA, TEXAS
401 COLLINS MIDDLE SCHOOL, 1500 DOBBINS RD, CORSICANA, TEXAS
402 WESTHILL CHURCH OF CHRIST, 3400 W HWY 22, CORSICANA, TEXAS
403 BLOOMING GROVE AMBULANCE & FIRE STATION, 101 S HINCKLEY, BLOOMING GROVE, TEXAS
404 FROST ISD BLDG., 208 NORTH WYRICK, FROST, TEXAS
405 SILVER CITY VOLUNTEER FIRE DEPARTMENT, FM 55, PURDON, TEXAS
406 PURSLEY FIRE STATION, FM 709, PURSLEY, TEXAS

#10

MEMO

To: Navarro County Commissioner's Court

From: Tommy Pryor

Subject: Salvage of computer equipment

Date: 12.07.2009

I have compiled a list of computer equipment that is obsolete and/or inoperable. I am requesting the equipment be declared salvaged and disposed of properly. Please see the list of items attached to this memo. If there are any questions/concerns, please don't hesitate to contact me.

Thanks,
Tommy Pryor

I would like to have the following inventory declared salvaged in order to dispose of to a recycling facility or donated to charity for recycling purposes.

ITEM DESCRIPTION	QUANTITY
Serial ports	11
NCR line suppressors	14
Misc. connectors	45
Light pen w/connector	1
Telephone cords	27
Nokia cell phone	1
NEC pager	1
Misc circuit boards	15
Bag of misc metal parts (bolts, nuts, etc)	1
keyboards	11
Dell monitor flat screen	1
postage meter	1
computer speakers w/pwr supply (sets)	9
Dell monitor	1
plastic printer stand	1
keyboard / mouse pad	1
monitor stand plastic	1
keyboard tray plastic	1
floppy disk trays plastic	2
power supplies misc	20
microphones plastic	14
game controllers	2
cd drive	5
computer power supplies	3
DVD drive	1
computer fans	4
floppy drives	2
power cords	87
single monitor cables	12
dual monitor cables	31
parallel printer cables	23
serial cables	17
ibm monitor cables	10
ied ribbon cables	22
Acer aspire box w/motherboard only	1
Dell monitor	1
metal monitor stands	2
TOA amplifier	1
Digiview monitor	1
Viewmate monitor	1
desktop monitor/keyboard stand	1

tractors for printer	2
HP printer paper tray	1
Pointing devices (mouse)	20

The following items are obsolete and/or inoperable. They could, however, be donated to a charitable organization(s) for repair or recycling.

HP fax 1020	1
Fellows paper shredder	1
Okidata microline 321	1
HP fax 1010	1
IBM Dot Matrix Printer P3	1
HP 920 Fax	1
HP Deskjet 895cxi	1
HP Laserjet 1200 series	1
Epson LQ-570+	1
Okidata Microline 321	1
HP Fax 1010	1
Okidata Pacemark 3410	2
HP laserjet 1020	1
HP laserjet 2100m	1
IBM infoprint 20	1
HP laserjet 4 plus	1

363

FILED FOR RECORD
AT _____ O'CLOCK _____ M.

DEC 08 2009

SHERRY DOWD
COUNTY CLERK NAVARRO COUNTY, TEXAS
BY _____ DEPUTY

I, RUSSELL P HUDSON, NAVARRO COUNTY TAX ASSESSOR/COLLECTOR, DO HEREBY SWEAR UNDER OATH,
THAT THE ATTACHED REPORT IS A TRUE AND CORRECT REPORT.

TOTAL PAGES INCLUDING COVER SHEET 5

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING NOVEMBER 2009

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
NAVARRO COUNTY								LEVY
CURRENT	1,070,566.40		36.87	1,070,603.27	5,362.08	1,065,241.19		15,513,534.57
DELINQUENT	30,898.13		8,801.21	39,699.34	2,354.90	37,344.44	7,716.91	%
TOTAL	1,101,464.53	-	8,838.08	1,110,302.61	7,716.98	1,102,585.63	7,716.91	6.90%
NAVARRO COLLEGE								LEVY
CURRENT	209,895.28			209,895.28	1,049.48	208,845.80		3,013,737.80
DELINQUENT	6,555.87	-	1,943.93	8,499.80	518.76	7,981.04	1,640.36	%
TOTAL	216,451.15	-	1,943.93	218,395.08	1,568.24	216,826.84	1,640.36	6.96%
CITY OF RICE								LEVY
CURRENT	11,934.52	-		11,934.52	59.67	11,874.85		111,678.45
DELINQUENT	301.40		54.04	355.44	15.03	340.41	53.69	%
TOTAL	12,235.92	-	54.04	12,289.96	74.70	12,215.26	53.69	10.69%
CITY OF KERENS								LEVY
CURRENT	41,165.38	976.46		40,188.92	200.95	39,987.97		244,872.02
DELINQUENT	1,128.07	-	266.03	1,394.10	72.18	1,321.92	278.82	%
TOTAL	42,293.45	976.46	266.03	41,583.02	273.13	41,309.89	278.82	16.80%
CITY OF CORSICANA								LEVY
CURRENT	463,906.92	-		463,906.92	2,319.52	461,587.40		7,513,503.60
DELINQUENT	12,621.04	-	4,829.44	17,450.48	1,270.51	16,179.97	2,866.44	%
TOTAL	476,527.96	-	4,829.44	481,357.40	3,590.03	477,767.37	2,866.44	6.17%

364

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING NOVEMBER 2009

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
CITY OF BARRY								LEVY
CURRENT	1,268.41			1,268.41	6.35	1,262.06		15,241.67
DELINQUENT				-		-		%
TOTAL	1,268.41	-	-	1,268.41	6.35	1,262.06	-	8.32%
CITY OF EMHOUSE								LEVY
CURRENT	598.06	-		598.06	2.99	595.07		8,598.91
DELINQUENT	24.95		5.49	30.44	1.49	28.95	6.09	%
TOTAL	623.01	-	5.49	628.50	4.48	624.02	6.09	6.96%
CITY OF RICHLAND								LEVY
CURRENT	1,352.62	-		1,352.62	6.75	1,345.87		14,105.26
DELINQUENT	60.98		20.95	81.93	5.56	76.37	16.38	%
TOTAL	1,413.60	-	20.95	1,434.55	12.31	1,422.24	16.38	9.59%
CITY OF GOODLOW								LEVY
CURRENT	240.10	-		240.10	1.21	238.89		3,018.27
DELINQUENT	1.94		1.08	3.02	0.28	2.74	0.60	%
TOTAL	242.04	-	1.08	243.12	1.49	241.63	0.60	7.95%
CITY OF FROST								LEVY
CURRENT	11,455.03	244.59		11,210.44	56.04	11,154.40		70,744.20
DELINQUENT	925.51		209.87	1,135.38	57.10	1,078.28	227.08	%
TOTAL	12,380.54	244.59	209.87	12,345.82	113.14	12,232.68	227.08	16.19%
CITY OF DAWSON								LEVY
CURRENT	6,719.40			6,719.40	33.61	6,685.79		69,133.57
DELINQUENT	412.76		133.39	546.15	35.41	510.74	109.23	%
TOTAL	7,132.16	-	133.39	7,265.55	69.02	7,196.53	109.23	9.72%

365

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING NOVEMBER 2009

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
CITY-BLOOMING GROVE								LEVY
CURRENT	7,791.47			7,791.47	38.96	7,752.51		93,120.68
DELINQUENT	159.89		42.51	202.40	11.43	190.97	40.48	%
TOTAL	7,951.36	-	42.51	7,993.87	50.39	7,943.48	40.48	8.54%
NAVARRO COUNTY ESD #1								LEVY
CURRENT	11,168.75	-		11,168.75	55.87	11,112.88		109,001.80
DELINQUENT	229.39	-	50.16	279.55	13.67	265.88	55.89	%
TOTAL	11,398.14	-	50.16	11,448.30	69.54	11,378.76	55.89	10.25%
BLOOMING GROVE ISD								LEVY
CURRENT	87,988.74			87,988.74	439.94	87,548.80		1,382,061.05
DELINQUENT	2,529.65		717.03	3,246.68	191.92	3,054.76	643.93	%
TOTAL	90,518.39	-	717.03	91,235.42	631.86	90,603.56	643.93	6.37%
DAWSON ISD								LEVY
CURRENT	71,586.18			71,586.18	357.93	71,228.25		1,205,100.46
DELINQUENT	3,164.12		881.24	4,045.36	236.15	3,809.21	806.97	%
TOTAL	74,750.30	-	881.24	75,631.54	594.08	75,037.46	806.97	5.94%
RICE ISD								LEVY
CURRENT	99,135.13			99,135.13	495.66	98,639.47		1,154,992.39
DELINQUENT	3,662.65		914.96	4,577.61	247.03	4,330.58	914.55	%
TOTAL	102,797.78	-	914.96	103,712.74	742.69	102,970.05	914.55	8.58%
GRAND TOTAL	2,159,448.74	1,221.05	18,908.20	2,177,135.89	15,518.43	2,161,617.46	15,377.42	

MEMO:	
TOTAL COLLECTED	<u>2,194,299.38</u>
ROLLBACK TAXES	<u> </u>
TAX CERTIFICATES	<u>1,580.00</u>
HOT CK FEES	<u>20.00</u>

COUNTY	<u>18.96%</u>	GOODLOW	<u>21.68%</u>
COLLEGE	<u>19.00%</u>	FROST	<u>38.96%</u>
RICE	<u>27.26%</u>	CITY-DAWSON	<u>25.38%</u>
KERENS	<u>46.90%</u>	CITY-BL GROVE	<u>27.53%</u>
CORSICANA	<u>17.78%</u>	NC ESD #1	<u>26.44%</u>
BARRY	<u>22.32%</u>	B G ISD	<u>19.46%</u>
EMHOUSE	<u>13.50%</u>	DAWSON ISD	<u>14.41%</u>
RICHLAND	<u>16.43%</u>	RICE ISD	<u>20.03%</u>

TOTAL TAX REPORT - NOV 2009
Prepared by Gail Smith
Navarro County Tax Office

366

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH OF OF NOVEMBER 2009

	TAXES	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	NET TAXES DUE	MEMO ONLY ATTORNEY FEES
CURRENT TAXES						
COUNTY	874,545.35	36.87	874,582.22	4,381.96	870,200.26	
ROAD & BRIDGE	180,385.11		180,385.11	901.92	179,483.19	
FLOOD CONTROL	15,635.94		15,635.94	78.20	15,557.74	
TOTAL	1,070,566.40	36.87	1,070,603.27	5,362.08	1,065,241.19	-
DELINQUENT TAXES						
COUNTY	25,385.72	7,225.58	32,611.30	1,933.38	30,677.92	6,344.60
STATE	-	-	-	-	-	-
ROAD & BRIDGE	5,042.66	1,445.47	6,488.13	386.61	6,101.52	1,255.91
FLOOD CONTROL	469.75	130.16	599.91	34.91	565.00	116.40
TOTAL	30,898.13	8,801.21	39,699.34	2,354.90	37,344.44	7,716.91
TOTAL ALLOCATION						
COUNTY	899,931.07	7,262.45	907,193.52	6,315.34	900,878.18	6,344.60
STATE		-		-		-
ROAD & BRIDGE	185,427.77	1,445.47	186,873.24	1,288.53	185,584.71	1,255.91
FLOOD CONTROL	16,105.69	130.16	16,235.85	113.11	16,122.74	116.40
TOTAL	1,101,464.53	8,838.08	1,110,302.61	7,716.98	1,102,585.63	7,716.91

367

EQUIPMENT LEASE-PURCHASE AGREEMENT

By and between

**Welch State Bank
as Lessor**

and

**Navarro County
as Lessee**

Dated as of December 14, 2009

EQUIPMENT LEASE-PURCHASE AGREEMENT

This EQUIPMENT LEASE-PURCHASE AGREEMENT (the "Agreement"), dated as of **December 14, 2009**, and entered into between **Welch State Bank**, 396 S. Commercial, Welch, OK, 74369 ("Lessor") and **Navarro County**, 300 West 3rd. Ave., Suite 10, Corsicana, TX, 75110 ("Lessee"), a political subdivision duly organized and existing under the laws of the State of Texas ("State").

WITNESSETH:

WHEREAS, Lessor desires to lease the Equipment, as hereinafter described in Exhibit "A", to Lessee, and Lessee desires to lease the Equipment from Lessor, subject to the terms and conditions of and for the purposes set forth in this Agreement; and

WHEREAS, Lessee is authorized under the Constitution and laws of the State of Texas to enter into this Agreement for the purposes set forth herein:

NOW, THEREFORE, in considerations of the premises and the mutual covenants and agreements herein set forth, Lessor and Lessee do hereby covenant and agree as follows:

ARTICLE I. Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise.

"Agreement" means this Equipment Lease-Purchase Agreement and any schedule or exhibit made a part hereof by the parties hereto, together with any amendments to the Agreement made pursuant to Section 13.03 and 13.06.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commencement Date" is the date when the term of this Agreement and Lessee's obligation to pay rent commences, which date shall be the date first above written.

"Equipment" means the property described in Exhibit "A", Equipment Description, and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 5.04 or Article VIII.

"Event of Default" means any event of default described in Section 12.01.

"Issuance Year" means the calendar year in which this Agreement was entered into by Lessee and Lessor.

"Lease Term" means the Original Term and all Renewal Terms.

"Lessee" means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

"Lessor" means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

"Original Term" means the period from the Commencement Date until the end of the budget year of Lessee in effect on the Commencement Date.

"Purchase Price" means the amount designated as such on Exhibit B hereto, together with all other amounts then due hereunder, that Lessee may, in its discretion, pay to Lessor to purchase the Equipment.

"Renewal Terms" means the renewal terms of this Agreement, each having a duration of one year and a term coextensive with Lessee's budget year.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to Section 4.01.

"Rental Payment Date" means the date upon which any Rental Payment is due and payable as provided in Exhibit B.

"State" means the State of Texas.

"Vendors" means the manufacturer of the Equipment as well as agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment.

ARTICLE II. Section 2.01. Representations and Covenants of Lessee. Lessee represents, covenants and warrants for the benefit of Lessor as follows:

- (a) Lessee is a political subdivision of the State duly organized and existing under the Constitution and laws of the State with full power and authority to enter into this Agreement, as specified in Texas Statutes, and the transactions contemplated hereby and to perform all of its obligations hereunder.
- (b) Lessee has duly authorized the execution and delivery of this Agreement by proper action by its governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement.
- (c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.
- (d) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the current budget year, and to meet its other obligations for the current budget year, and such funds have not been expended for other purposes.
- (e) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a public body corporate and politic.

- (f) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment.
- (g) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority. The Equipment will have a useful life in the hands of Lessee in excess of the Original Term and all Renewal Terms.
- (h) Lessee will annually provide Lessor with current financial statements, budgets, proofs of appropriation for the ensuing budget year and other such financial information relating to the ability of Lessee to continue this Agreement as may be requested by Lessor. Should Lessor assign this Agreement, Lessee will provide updated certificates regarding the use of the Equipment and Lessee's compliance with the terms hereof.
- (i) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income taxation.
- (j) Lessee will use the proceeds of this Agreement as soon as practicable and with all reasonable dispatch for the purpose for which the Agreement has been entered into. No part of the proceeds of the Agreement shall be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of the Agreement, would have caused any portion of the Agreement to become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the applicable regulations of the Treasury Department.
- (k) Lessee represents and warrants that it is a governmental unit under the laws of the State with general taxing powers; the Agreement is not a private activity bond as defined in Section 141 of the Code; 95% or more of the net proceeds of the Agreement will be used for local governmental activities of Lessee; and the aggregate face amount of all tax-exempt obligations (other than private activity bonds) issued or to be issued by Lessee and all subordinate entities thereof during the Issuance Year is not reasonably expected to exceed \$10,000,000. Lessee and all subordinate entities thereof will not issue in excess of \$10,000,000 of tax-exempt bonds (including the Agreement but excluding private activity bonds) during the Issuance Year without first obtaining an opinion of nationally-recognized counsel in the area of tax-exempt municipal obligations acceptable to Lessor that the excludability of the interest components of Rental Payments on the agreement from gross income for federal tax purposes will not be adversely affected.

Section 2.02. Certification as to Arbitrage. Lessee hereby represents as follows:

- (a) The Equipment has been ordered or is expected to be ordered within six months of the Commencement Date, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within one year of the Commencement Date.
- (b) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments.
- (c) The Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments.
- (d) Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose arbitrage certificates may not be relied upon.

ARTICLE III. Section 3.01. Lease of Equipment. Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment in accordance with this Agreement for the Lease Term. This Agreement shall be in effect and shall commence as of the Commencement Date. The Lease Term may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for an additional Renewal Term up to the maximum Lease Term set forth in Exhibit B hereto. At the end of the Original Term and at the end of each Renewal Term until the maximum Lease Term has been completed, Lessee shall be deemed to have exercised its option to continue this Agreement for the next Renewal Term if Lessee budgets and appropriates or otherwise makes legally available funds to pay Rental Payments for such Renewal Term, unless Lessee shall have terminated this Agreement pursuant to Section 10.01. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided on Exhibit B hereto.

Section 3.02. Continuation of Lease Term. It is the intent of Lessee to continue the Lease Term through the Original Term and all Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the entire Lease Term can be obtained. Lessee and lessor acknowledge that appropriation for Rental Payments is a governmental function which Lessee cannot contractually commit itself in advance to perform and this Agreement does not constitute such a

commitment. However, Lessee reasonably believes that moneys in an amount sufficient to make all Rental Payments can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment in the performance of its essential functions during the Lease Term. Lessee will use funds appropriated for this Agreement for no other purpose than to pay the Rental Payments and other amounts due hereunder. **Section 3.03. Nonappropriation.** Lessee is obligated only to pay such Rental Payments under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current budget year. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments following the then current Original Term or Renewal Term, this Agreement shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If this Agreement is terminated in accordance with this Section, Lessee agrees to peaceably deliver the Equipment, at Lessee's sole expense, to Lessor at the location(s) to be specified by Lessor.

ARTICLE IV. Section 4.01. Rental Payments. Lessee shall promptly pay Rental Payments to Lessor, exclusively from legally available funds, in lawful money of the United States of America, without notice or demand, in such amounts and on or before the applicable Rental Payment Dates set forth on Exhibit B hereto, at the address set forth on the first page hereof or such other address as Lessor or its assigns may from time to time request in writing. Lessee shall pay Lessor interest on any Rental Payment not paid on the date such payment is due at the rate of 12% per annum or the maximum amount permitted by law, whichever is less, from such date. A portion of each Rental Payment is paid as and represents payment of, interest, as set forth on Exhibit B hereto.

Section 4.02. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement governing the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

Section 4.03. RENTAL PAYMENTS TO BE UNCONDITIONAL. EXCEPT AS PROVIDED IN SECTION 3.03, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE EQUIPMENT OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES.

ARTICLE V. Section 5.01. Delivery, Installation and Acceptance of the Equipment. Lessee shall order the Equipment and cause the Equipment to be delivered and installed at the location specified on Exhibit A. When the Equipment has been delivered and installed, Lessee shall immediately accept the Equipment and evidence said acceptance by executing and delivering to Lessor an acceptance certificate acceptable to Lessor.

Section 5.02. Enjoyment of Equipment. Lessor shall provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term, and Lessee shall peaceably and quietly have, hold and enjoy the Equipment during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in this Agreement.

Section 5.03. Location; Inspection. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 5.04. Use and Maintenance of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under this Agreement. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair and working order. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment. Upon the request of Lessor, Lessee will enter into a maintenance contract for the Equipment with one or more Vendors.

ARTICLE VI. Section 6.01. Title to the Equipment. Upon acceptance of the Equipment by Lessee, title to the Equipment shall vest in Lessee subject to Lessor's rights under this Agreement. title shall thereafter immediately and

without any action by Lessee vest in Lessor, and Lessee shall immediately surrender possession of the Equipment to Lessor upon (a) any termination of this Agreement other than termination pursuant to Section 10.01 or (b) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer. Upon termination of this Lease in accordance with Articles 3 and 12 hereof, at the election of Lessor and upon Lessor's written notice to Lessee, full and unencumbered legal title and ownership of the Equipment shall pass to Lessor, Lessee shall have no further interest therein, and Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title and ownership to Lessor and termination of Lessee's interest in the Equipment.

Section 6.02. Security Interest. To secure the payment of all of Lessee's obligations under this Agreement, Lessee hereby grants to Lessor a security interest constituting a first lien on the Equipment and on all additions, attachments and accessions thereto, substitutions therefor and proceeds therefrom. Lessee agrees to execute such additional documents, in form satisfactory to Lessor, which Lessor deems necessary or in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest and the security interest of any assignee of Lessor in the Equipment.

Section 6.03. Personal Property. The Equipment is and will remain personal property. The Equipment will not be deemed to be affixed to or a part of the real estate on which may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to such real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

ARTICLE VII. Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free of all levies, liens and encumbrances except those created by this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of the Equipment by Lessee is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to the Equipment. Lessee shall pay such taxes or charges as the same may become due.

Section 7.02. Insurance. At its own expense, Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained in the amounts and for the coverage set forth in Exhibit G. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment but other properties. All such insurance shall be with insurers that are acceptable to Lessor, shall name Lessee and Lessor as insureds and shall contain a provision to the effect that such insurance shall not be cancelled or modified materially without first giving written notice thereof to Lessor at least 10 days in advance of such cancellation or modification. All such casualty insurance shall contain a provision making any losses payable to Lessee and Lessor as their respective interests may appear. With written consent of Lessor, Lessee may satisfy the insurance requirements of this Section 7.02 by self-insurance.

Section 7.03. Advances. In the event Lessee shall fail to either maintain the insurance required by this Agreement or keep the Equipment in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof and maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the due date until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

ARTICLE VIII. Section 8.01. Damage, Destruction and Condemnation. If (a) the equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment, unless Lessee shall have exercised its option to purchase the Equipment pursuant to Section 10.01. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee. For purposes of this Article, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim, condemnation award or

sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

Section 8.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) purchase Lessor's interest in the Equipment pursuant to Section 10.01. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing Lessor's interest in the Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE IX. Section 9.01. DISCLAIMER OF WARRANTIES. Lessee acknowledges and agrees that the Equipment is of a size, design and capacity selected by Lessee and that Lessor is neither a manufacturer nor a vendor of such Equipment. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR USE OF THE EQUIPMENT OR ANY MANUFACTURER'S OR VENDOR'S WARRANTY WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF ANY ITEM, PRODUCT OR SERVICE PROVIDED FOR IN THIS AGREEMENT.

Section 9.02. Vendors' Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights (including without limitation warranties) related to the Equipment that Lessor may have against the Vendors. Lessee's representation shall be against the Vendors of the Equipment and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties by the Vendors of the Equipment.

ARTICLE X. Section 10.01. Purchase Option. Lessee shall have the option to purchase Lessor's interest in the Equipment, upon giving written notice to Lessor at least 60 days before the date of purchase except the final Rental Payment Date, at the following times and upon the following terms.

- (a) On the Rental Payment Dates specified in Exhibit B, upon payment in full of the Rental Payments then due hereunder plus the then applicable Purchase Price to Lessor; or
- (b) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment, on the day Lessee specifies as the purchase date in Lessee's notice to Lessor of its exercise of the purchase option pursuant to Article VIII, upon payment in full of the Rental Payments then due hereunder plus the then applicable Purchase Price to Lessor.

ARTICLE XI. Section 11.01. Assignment by Lessor. Lessor's right, title and interest in, to and under this Agreement and the Equipment may be assigned and reassigned only in whole but not in part without the necessity of obtaining the consent of Lessee. Any assignment shall not be effective until Lessee has received written notice, signed by the assignor, of the name and address of the assignee. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee currently designated in such register. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in the Equipment and in this Agreement. Lessee shall not have the right to and shall not assert against any assignee or any claim, counterclaim or other right Lessee may have against Lessor.

Section 11.02. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under this Agreement and in the Equipment may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Equipment if Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments from gross income for federal income tax purposes. Any such sublease of all or part of the Equipment shall be subject to this Agreement and the rights of Lessor in, to and under this Agreement and the Equipment.

ARTICLE XII. Section 12.01. Events of Default Defined. Subject to the provisions of Section 3.03, any of the following events shall constitute an "Event of Default" under this Agreement:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein;
- (b) Failure by Lessee to maintain required insurance coverage or to observe and perform any other covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
- (c) Any statements, representations or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- (d) Any provision of this Agreement shall be at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee shall deny that it has any further liability or obligation under this Agreement;
- (e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or
- (f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 12.02. Remedies on Default. Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) With or without terminating this Agreement, may declare all Rental Payments due or to become due during the Original or Renewal Term in effect when the default occurs to be immediately due and payable by Lessee, whereupon such Rental Payments shall be immediately due and payable; and
- (b) With or without termination of this Agreement, Lessor may enter the premises where the Equipment is located and disable the Equipment to prevent further use thereof by Lessee. In addition or alternatively, Lessor may take possession of any of all of the Equipment by giving written notice to deliver the Equipment in the manner provided in Section 12.03; in the event Lessee fails to do so within ten (10) days after receipt of such notice, Lessor may enter upon Lessee's premises where the Equipment is kept and take possession of the Equipment and charge Lessee for costs incurred in repossessing the Equipment, including reasonable attorneys' fees. Lessee hereby expressly waives any damages occasioned by such repossession. Notwithstanding the fact that Lessor has taken possession of the Equipment, Lessee shall continue to be responsible for the Rental Payments due with respect thereto during the Fiscal Year then in effect.
- (c) If Lessor terminates this Agreement and, in its discretion, takes possession and disposes of the Equipment or any portion thereof, Lessor shall apply the proceeds of any such disposition to pay the following items in the following order: (i) all costs (including, but not limited to, attorney's fees) incurred in securing possession of the Equipment; (ii) all expenses incurred in completing the disposition; (iii) any sales or transfer taxes; (iv) the balance of any Rental Payments owed by Lessee during the Original or Renewal Term then in effect; any disposition proceeds remaining after the requirements of the clauses (i), (ii), (iii), (iv), and (v) have been met shall be paid to Lessee; (v) the applicable Purchase Price of the Equipment and
- (d) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment, and Lessee shall pay the reasonable attorney's fees and expenses incurred by Lessor in enforcing any remedy hereunder.

Section 12.03. Return of Equipment; Release of Lessee's Interest. Upon termination of this Agreement hereunder prior to the payment of all Rental Payments or the applicable Purchase Price in accordance with Exhibit B: (i) Lessor may enter upon Lessee's premises where the Equipment is kept and disable the Equipment to prevent its further use by

Lessee and (ii) Lessee shall promptly, but in any event within ten (10) days after such termination, at its own cost and expense: (a) perform any testing and repairs required to place the Equipment in the condition required by Section 5.04; (b) if deinstallation, disassembly or crating is required, cause the Equipment to be deinstalled, disassembled and crated by an authorized manufacturer's representative or such other service person as is satisfactory to Lessor; and (c) deliver the Equipment to a location specified by Lessor, freight and insurance prepaid by Lessee. If Lessee refuses to deliver the Equipment in the manner designated, Lessor may repossess the Equipment and charge to Lessee the costs of such repossession.

Section 12.04. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Agreement it shall not be necessary to give any notice other than such notice as may be required in this Agreement.

Section 12.05. Force Majeure. If by any reason of **Force Majeure** Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article IV and Section 7.02 hereof, Lessee shall not be deemed in default during the continuance of such inability. The term "Force Majeure" as used herein shall mean, without limitation, the following: Acts of God, strikes, lockouts or other industrial disturbances; acts of public enemies, orders or restraints of any kind of government of the United States of America or the State or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; or explosions.

ARTICLE XIII. Section 13.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Lessee.

Section 13.02. Release and Indemnification. To the extent permitted by law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss claim, tax and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith (including without limitation counsel fees and expenses and any federal income tax and interest and penalties connected therewith imposed on interest received) arising out of or as the result of (a) the entering into of this Agreement, (b) the ownership of any item of Equipment, (c) the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage, or return of any item of the Equipment, (d) or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

Section 13.03. Entire Agreement. This Agreement constitutes the entire agreement between Lessor and Lessee. There are no understandings, agreements, representations or warranties, express or implied, not specified herein regarding this Agreement or the Equipment leased hereunder. Any terms and conditions of any purchase order or other document submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessee by the signature below of its authorized representative acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. No waiver, consent, amendment, modification or change of terms of this Agreement shall bind either party unless in writing, signed by both parties, and then such waiver, consent, amendment, modification or change shall be effective only in the specific instance and for the specific purpose given.

Section 13.04. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.05. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.06. Amendments, Changes and Modifications. This Agreement may be amended by Lessor and Lessee.

Section 13.07. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.08. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 13.09. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

IN WITNESS WHEREOF, Lessor has executed this Agreement in its corporate name with its corporate seal hereunto affixed and attested by its duly authorized officers, and Lessee has caused this Agreement to be executed in its corporate name and attested by its duly authorized officers as of the date written above.

LESSOR

Welch State Bank

By: _____

Print Name: Sherri J. Mount

Title: Vice President

LESSEE

Navarro County

By: _____

Print Name: H.M. Davenport, Jr.

Title: County Judge

(SEAL)

ATTEST:

By: _____

Print Name: Cindy Harris

Title: Notary Public

(SEAL)

ATTEST:

By: _____

Print Name: Sherry Dowd

Title: County Clerk

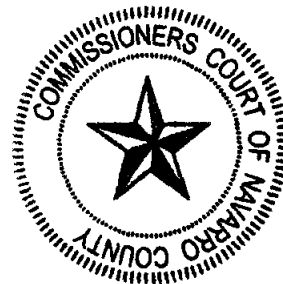


EXHIBIT A TO EQUIPMENT LEASE-PURCHASE AGREEMENT

Dated December 14, 2009 Between Welch State Bank as Lessor and Navarro County as Lessee.

DESCRIPTION OF EQUIPMENT

The following Equipment description is the subject of the attached Equipment Lease-Purchase Agreement.

Description

2008 Case 865 Motorgrader SN#N7AF04373

Together with all accessions, additions and attachments thereto.

The Equipment is located at: Navarro County Precinct #2

Lessee hereby certifies that the description of the Equipment set forth above constitutes an accurate description of the "Equipment", as defined in the attached Equipment Lease-Purchase Agreement.

STATEMENT OF ESSENTIAL USE

Please state below, or on the letterhead stationery of Navarro County, a brief statement about why the equipment listed in Exhibit "A" has been acquired. This statement should address the following questions:

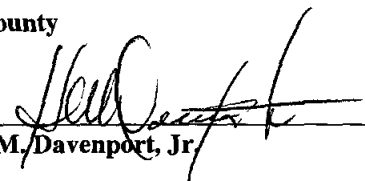
- 1. What is the essential function(s) to be performed by the equipment? How long do you expect it will be used?**
- 2. Does it replace equipment that performed this (these) same function(s)? If so, how many years was the previous equipment in use?**
- 3. Was this equipment chosen through competitive bidding, or by another method?**
- 4. Which internal fund will be used to make the lease payments?**

In answer to the above, the following is submitted:

- 1. Grade / Blade roads. 20 years**
- 2. Yes. 20 years**
- 3. Competitive Bidding**
- 4. Road and Bridge Fund – Precinct 2 Capital Outlay Line Item**

Navarro County

By:



H.M. Davenport, Jr

Title: County Judge

EXHIBIT B TO EQUIPMENT LEASE-PURCHASE AGREEMENT**Dated December 14, 2009 Between Welch State Bank as Lessor and Navarro County as Lessee.****RENTAL PAYMENT SCHEDULE**

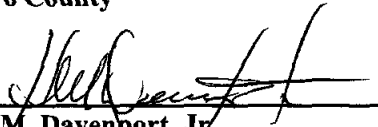
Rate 3.40%

Equipment Cost \$142,000.00 – Down \$12,000.00 + Doc Fee \$200.00 = \$130,200.00

	Date	Payment	Interest	Principal	Balance
Loan	12/14/2009				130,200.00
2009 Totals		0.00	0.00	0.00	
1	01/14/2010	2,904.96	368.90	2,536.06	127,663.94
2	02/14/2010	2,904.96	361.71	2,543.25	125,120.69
3	03/14/2010	2,904.96	354.51	2,550.45	122,570.24
4	04/14/2010	2,904.96	347.28	2,557.68	120,012.56
5	05/14/2010	2,904.96	340.04	2,564.92	117,447.64
6	06/14/2010	2,904.96	332.77	2,572.19	114,875.45
7	07/14/2010	2,904.96	325.48	2,579.48	112,295.97
8	08/14/2010	2,904.96	318.17	2,586.79	109,709.18
9	09/14/2010	2,904.96	310.84	2,594.12	107,115.06
10	10/14/2010	2,904.96	303.49	2,601.47	104,513.59
11	11/14/2010	2,904.96	296.12	2,608.84	101,904.75
12	12/14/2010	2,904.96	288.73	2,616.23	99,288.52
2010 Totals		34,859.52	3,948.04	30,911.48	
13	01/14/2011	2,904.96	281.32	2,623.64	96,664.88
14	02/14/2011	2,904.96	273.88	2,631.08	94,033.80
15	03/14/2011	2,904.96	266.43	2,638.53	91,395.27
16	04/14/2011	2,904.96	258.95	2,646.01	88,749.26
17	05/14/2011	2,904.96	251.46	2,653.50	86,095.76
18	06/14/2011	2,904.96	243.94	2,661.02	83,434.74
19	07/14/2011	2,904.96	236.40	2,668.56	80,766.18
20	08/14/2011	2,904.96	228.84	2,676.12	78,090.06
21	09/14/2011	2,904.96	221.26	2,683.70	75,406.36
22	10/14/2011	2,904.96	213.65	2,691.31	72,715.05
23	11/14/2011	2,904.96	206.03	2,698.93	70,016.12
24	12/14/2011	2,904.96	198.38	2,706.58	67,309.54
2011 Totals		34,859.52	2,880.54	31,978.98	
25	01/14/2012	2,904.96	190.71	2,714.25	64,595.29
26	02/14/2012	2,904.96	183.02	2,721.94	61,873.35
27	03/14/2012	2,904.96	175.31	2,729.65	59,143.70
28	04/14/2012	2,904.96	167.57	2,737.39	56,406.31
29	05/14/2012	2,904.96	159.82	2,745.14	53,661.17
30	06/14/2012	2,904.96	152.04	2,752.92	50,908.25
31	07/14/2012	2,904.96	144.24	2,760.72	48,147.53

32	08/14/2012	2,904.96	136.42	2,768.54	45,378.99
33	09/14/2012	2,904.96	128.57	2,776.39	42,602.60
34	10/14/2012	2,904.96	120.71	2,784.25	39,818.35
35	11/14/2012	2,904.96	112.82	2,792.14	37,026.21
36	12/14/2012	2,904.96	104.91	2,800.05	34,226.16
2012 Totals		34,859.52	1,776.14	33,083.38	
37	01/14/2013	2,904.96	96.97	2,807.99	31,418.17
38	02/14/2013	2,904.96	89.02	2,815.94	28,602.23
39	03/14/2013	2,904.96	81.04	2,823.92	25,778.31
40	04/14/2013	2,904.96	73.04	2,831.92	22,946.39
41	05/14/2013	2,904.96	65.01	2,839.95	20,106.44
42	06/14/2013	2,904.96	56.97	2,847.99	17,258.45
43	07/14/2013	2,904.96	48.90	2,856.06	14,402.39
44	08/14/2013	2,904.96	40.81	2,864.15	11,538.24
45	09/14/2013	2,904.96	32.69	2,872.27	8,665.97
46	10/14/2013	2,904.96	24.55	2,880.41	5,785.56
47	11/14/2013	2,904.96	16.39	2,888.57	2,896.99
48	12/14/2013	2,904.96	7.97	2,896.99	0.00
2013 Totals		34,859.52	633.36	34,226.16	
Grand Totals		139,438.08	9,238.08	130,200.00	

Navarro County

By: 
H.M. Davenport, Jr.

Title: County Judge

EXHIBIT C TO EQUIPMENT LEASE-PURCHASE AGREEMENT
ACCEPTANCE CERTIFICATE

Welch State Bank
PO Box 129
Welch, OK 74369

Re: Equipment Lease-Purchase Agreement, dated December 14, 2009 (the "Agreement") between Welch State Bank ("Lessor") and Navarro County ("Lessee")

Ladies and Gentlemen:

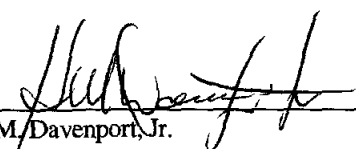
In accordance with the Agreement, the undersigned Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

- (1) All of the Equipment (as defined in the Agreement) has been delivered, installed and accepted on the date hereof.
- (2) Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) Lessee is currently maintaining the required insurance coverage.
- (4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute as Event of Default (as defined in the Agreement) exists at the date hereof.

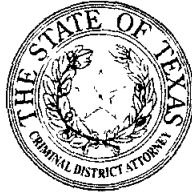
Acceptance Date: December 14, 2009

Equipment Description: 2008 Case 865 Motorgrader SN#N7AF04373

Navarro County

By: 
H.M./Davenport, Jr.

Title: County Judge



OFFICE OF
R. LOWELL THOMPSON
CRIMINAL DISTRICT ATTORNEY
NAVARRO COUNTY COURTHOUSE
300 WEST 3RD AVENUE, SUITE 203
CORSICANA, TEXAS 75110

TELEPHONE
903-654-3045

FAX
903-872-6858

EXHIBIT D TO EQUIPMENT LEASEPURCHASE AGREEMENT
OPINION OF COUNSEL

Welch State Bank
PO Box 129
Welch, OK 74369

As counsel for the Navarro County ("Lessee"), I have examined duly executed originals of the Equipment Lease-Purchase Agreement (the "Agreement") dated November 9, 2009, by and between Lessee and Welch State Bank ("Lessor"), the proceedings taken by Lessee to authorize and execute the Agreement together with other related documents, and the Constitution of the State of Texas the ("State") as presently enacted and construed. Based upon said examination and upon such other examination as I have deemed necessary or appropriate, it is my opinion that:

Lessee was duly organized and is validly existing under the Constitution and laws of the State as a political subdivision of the State.

The Agreement has been duly authorized, executed and delivered by Lessee, pursuant to Constitutional, statutory and/or home rule provisions which authorized this transaction and Lessee's Resolution, attached as Exhibit F to the Agreement.

The Agreement is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms in the event Lessor obtains a judgment against Lessee in money damages, as a result of an event of default under the Agreement, Lessee will be obligated to pay such judgment.

Lessee has complied with applicable public bidding requirements.

To the best of our knowledge, no litigation is pending or threatened in any court or other tribunal, state or Federal, in any way affecting the validity of the Agreement.

The signatures of the officers of Lessee which appear on the Agreement are true and genuine; we know said officers and know them to hold the offices set forth below their names.

Lessee is a political subdivision within the meaning of Section 103 of the Internal Revenue Code and the related regulations and rulings.

The Lessee has, in its Resolution, designated the Agreement as a "qualified tax-exempt obligation" under Section 265 (b)(3) of the Internal Revenue Code of 1986, as amended.

Signature: *R. Lowell Thompson*

Printed Name: R. Lowell Thompson

Address: 300 WEST 3RD AVENUE, Suite 203

Telephone: (903) 654-3045

Date: 12/11/2009

EXHIBIT E TO EQUIPMENT LEASE-PURCHASE AGREEMENT

Dated December 14, 2009 Between Welch State Bank as Lessor and Navarro County as Lessee.

CERTIFICATE OF CLERK OR SECRETARY OF LESSEES

I, the undersigned, do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the Navarro County and I do hereby certify (i) that the officer of Lessee who executed the foregoing Agreement on behalf of Lessee and whose genuine signature appears thereon, is the duly qualified and acting officer of Lessee as stated beneath his or her signature and has been authorized to execute the foregoing Agreement on behalf of the Lessee, and (ii) that the budget year of Lessee is from

October 1, 2009 to September 30, 2010.

Dated: December 14, 2009

By Kathy B. Hollomon
Kathy B. Hollomon

Title: County Auditor

EXHIBIT F TO EQUIPMENT LEASE-PURCHASE AGREEMENT

Dated December 14, 2009 Between Welch State Bank as Lessor and Navarro County as Lessee.

RESOLUTION OF GOVERNING BODY

At a duly called meeting of the governing body of the Navarro County (the "Lessee") held on December 14, 2009, the following resolution was introduced and adopted:

RESOLVED, whereas the governing body of Lessee has determined that a true and very real need exists for the acquisition of 2008 Case 865 Motorgrader SN#N7AF04373 (the "Equipment"), Lessee desires to finance the Equipment by entering into an Equipment Lease-Purchase Agreement with Welch State Bank as Lessor and Navarro County as Lessee (the "Agreement") according to the terms set forth in the Bid Proposal from Welch State Bank dated December 14, 2009, presented at the board meeting; and the Equipment will be used by Lessee for the purpose of: Grading and maintaining county roads within Navarro County Precinct #2,

RESOLVED, whereas the governing body of Lessee has taken the necessary steps, including any legal bidding requirements, under applicable law to arrange for the acquisition of such equipment, RESOLVED, whereas the governing body hereby directs its legal counsel to review the Agreement and negotiate appropriate modifications to said Agreement so as to assure compliance with state law and local statutory law, prior to execution of the Agreement by those persons so authorized by the governing body for such purpose,

BE IT RESOLVED, by the governing body of Lessee that:

The terms of said Agreement are in the best interests of Lessee for the acquisition of such Equipment and the governing body of Lessee designates and confirms the following persons to execute and deliver, and to or attest, respectively, the Agreement and any related documents necessary to the consummation of the transactions contemplated by the Agreement.

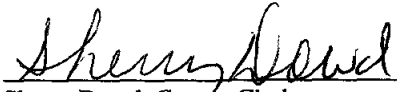
Name and Title of Persons to Execute and Attest Agreement:

H. M. Davenport, Jr., County Judge

RESOLVED, Lessee covenants that it will perform all acts within its power which are or may be necessary to insure that the interest portion of the Rental Payments coming due under the Agreement will at all times remain exempt from federal income taxation under the laws and regulations of the United States of America as presently enacted and construed or as hereafter amended.

Lessee hereby certifies that it has not issued or effected the issuance of, and reasonably anticipates that it and its subordinate entities shall not issue or effect the issuance of, more than ten million dollars (\$10,000,000.00) of tax-exempt obligations during the 2009-2010 calendar year and hereby designates the Agreement as a "qualified tax-exempt obligation", as defined by Section 265 (b)(3) of the Internal Revenue Code of 1986, as amended.

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the above and foregoing Agreement is the same as presented at said meeting of the governing body of Lessee.



Sherry Dowd, County Clerk
Secretary/Clerk of Lessee

Attachments: Related Board Minutes

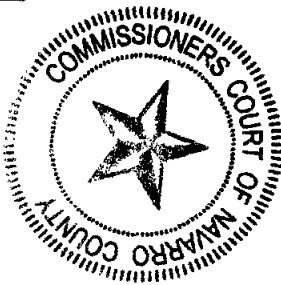


EXHIBIT G TO EQUIPMENT LEASE-PURCHASE AGREEMENT

Dated December 14, 2009 Between Welch State Bank as Lessor and Navarro County as Lessee.

INSURANCE REQUIREMENTS

In accordance with the Equipment Lease-Purchase Agreement requirements for insurance coverage, the Lessee has instructed the insurance agent to issue:

- a. All Risk Physical Damage Insurance on the leased Equipment as defined in the Agreement, and in an amount at least equal to the then applicable Purchase Price of the Equipment, evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming Lessor "and/or its assigns" Loss Payee.
- b. Public Liability Insurance evidenced by a Certificate of Insurance naming "Lessor and/or its Assigns" as an Additional Insured and with the following minimum coverage:

Equipment Description: 2008 Case 865 Motorgrader SN#N7AF04373

\$500,000.00 per person
 \$500,000.00 aggregate bodily injury liability
 \$300,000.00 property damage liability

Insurance Agent (provide name, address and telephone number):

TEXAS ASSOCIATION OF COUNTIES
P.O. BOX 2131
AUSTIN, TEXAS 78768-2131

Proof of insurance coverage or a "Self-Insurance" Letter must be provided to Lessor prior to the time the Equipment is delivered.

EXHIBIT H TO EQUIPMENT LEASE-PURCHASE AGREEMENT

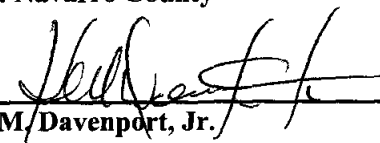
Dated December 14, 2009 Between Welch State Bank as Lessor and Navarro County as Lessee.

CERTIFICATE OF BANK ELIGIBILITY

This Certificate of Bank Eligibility is entered into and executed by the Navarro County as Lessee, supplementing and adding to the Equipment Lease-Purchase Agreement (the "Agreement").

Lessee hereby certifies that it has not issued or effected the issuance of, and reasonably anticipates that it and its subordinate entities shall not issue or effect the issuance of, more than ten million dollars (\$10,000,000.00) of tax-exempt obligations during the 2009 calendar year and hereby designates the Agreement as a "qualified tax-exempt obligation", as defined by Section 256 (b)(3) of the Internal Revenue Code of 1986, as amended.

Lessee: Navarro County

By: 
 H.M. Davenport, Jr.

Title: County Judge

RISK MANAGEMENT POOL

CERTIFICATE OF PROPERTY COVERAGE

The Texas Association of Counties Risk Management Pool is created to enable each county or county-related governmental entity to provide self insurance coverage against physical damage claims. The specified county or county related governmental entity participates in this Fund under an agreement pursuant to the provisions of and operates under the Chapter 791, Texas Government Code Annotated.

NAME AND ADDRESS OF COVERED COUNTY:

Navarro County
300 West Third Avenue, Suite 14
Corsicana, TX 75110

Coverage Agreement No.: PR 1750 2009 07 01

Coverage Period: 11/3/2009 to 7/1/2010

PROPERTY

Includes the following coverages:

All risk of physical loss subject to coverage terms, exclusions and conditions.

Actual cash value

Deductible: \$5,000

With respect to the following property:

2008 Case 865 #N78F04373

2009 Kubota #56153

2009 Kubota #A5656

Total Value: \$220,200

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the Pool. The certificate does verify that coverage has been placed in force for the period indicated above. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage provided by the Pool described herein is subject to all the terms, exclusions and conditions of the coverage document issued by the Pool. The coverage is primary without right of contribution from any insurance carried by any additional insured. Should any of the above described coverage be altered or cancelled the Pool will endeavor to mail ten days written notice to the certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

Certificate Holder
Welch St. Bank
396 S. Commercial
Welch, OK 74369



Authorized Representative
Texas Association of Counties
1210 San Antonio St.
Austin, TX 78701-1834
(512) 478-8753

Certificate Issued
Tuesday, November 03, 2009

INVOICE INSTRUCTIONS

Please fill in below the address that invoices for the payments should be sent to:

Person/Department: Auditors Office

Name of Lessee: Navarro County

Street/P.O. Box: 300 W. Third Ave., Suite 10

City, State, Zip: Corsicana, Texas 75110

Equipment Lease-Purchase Agreement between Welch State Bank as Lessor and Navarro County as Lessee dated December 14, 2009

Equipment Description: 2008 Case 865 Motorgrader SN#N7AF04373

Purchase Order or other information that must be on the invoice:

Name and phone number of person to contact if payment is not received by due date:

Name: Jeannie Keeney, Assistant County Auditor

Phone Number: (903)654-3095

387

Form **8038-G**
(Rev. November 2000)
Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Obligations

Under Internal Revenue Code section 149(e)

See separate instructions.

OMB No. 1545-0720

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority If Amended Return, check here

1 Issuer's name Navarro County		2 Issuer's employer identification number 75 6001092	
3 Number and street (or P.O. box if mail is not delivered to street address) 300 West 3rd Ave, Suite 10		Room/suite	4 Report number 3
5 City, town, or post office, state, and ZIP code Corsicana, TX 75110			6 Date of issue 12/14/2009
7 Name of issue Lease/Purchase		8 CUSIP number	
9 Name and title of officer or legal representative whom the IRS may call for more information H.M. Davenport, Jr., County Judge		10 Telephone number of officer or legal representative (580) 336-2141	

Part II Type of Issue (check applicable box(es) and enter the issue price) See instructions and attach schedule

11 <input type="checkbox"/> Education	11
12 <input type="checkbox"/> Health and hospital	12
13 <input type="checkbox"/> Transportation	13
14 <input type="checkbox"/> Public safety	14
15 <input type="checkbox"/> Environment (including sewage bonds)	15
16 <input type="checkbox"/> Housing	16
17 <input type="checkbox"/> Utilities	17
18 <input checked="" type="checkbox"/> Other. Describe Lease/Purchase	18 130,200.00
19 If obligations are TANs or RANs, check box <input type="checkbox"/> If obligations are BANs, check box <input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box <input checked="" type="checkbox"/>	

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	12/14/2013	\$ 130,200.00	\$ N/A	10 years	3.40 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22
23 Issue price of entire issue (enter amount from line 21, column (b))	23
24 Proceeds used for bond issuance costs (including underwriters' discount)	24
25 Proceeds used for credit enhancement	25
26 Proceeds allocated to reasonably required reserve or replacement fund	26
27 Proceeds used to currently refund prior issues	27
28 Proceeds used to advance refund prior issues	28
29 Total (add lines 24 through 28)	29
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30

Part V Description of Refunded Bonds (Complete this part only for refunding bonds.)

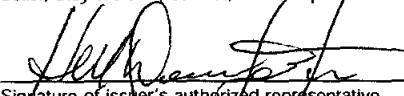
31 Enter the remaining weighted average maturity of the bonds to be currently refunded	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	_____ years
33 Enter the last date on which the refunded bonds will be called	_____
34 Enter the date(s) the refunded bonds were issued	_____

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (see instructions)	36a
b Enter the final maturity date of the guaranteed investment contract	_____
37 Pooled financings: a Proceeds of this issue that are to be used to make loans to other governmental units	37a
b If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the name of the issuer _____ and the date of the issue _____	
38 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box <input type="checkbox"/>	
39 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box <input type="checkbox"/>	
40 If the issuer has identified a hedge, check box <input type="checkbox"/>	

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete.

Sign Here

 **12-14-09**
Signature of issuer's authorized representative Date

H.M. Davenport, Jr., County Judge
Type or print name and title



**NAVARRO COUNTY, TEXAS
BUDGET TRANSFER**

FUND: 213

ACCOUNTING MONTH: 11/2009

388

TRANSFER TO:	
AMOUNT	ACCOUNT NO.
2,000.00	213 - 613 - 575
	-
	-
	-
	-
	-
	-
	-
	-
	-
	-
	-
	-
	-
	-
	-
	-
	-
	-
	-
2,000.00	←-----TOTAL

TRANSFER FROM:	
AMOUNT	ACCOUNT NO.
2,000.00	213 - 613 - 320
	-
	-
	-
	-
	-
	-
	-
	-
	-
	-
	-
	-
	-
	-
	-
	-
	-
	-
	-
2,000.00	←-----TOTAL

[Handwritten signature]

Description: Budget Transfer to purchase F-550 Winch Truck

Prepared By: *Kathy D. Holloman*

Approved By: _____

Entered By: _____

Date: 12/14/2009

INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN

NAVARRO COUNTY, TEXAS

AND

NORTH TEXAS HIDTA

AND

CONNIE McCRARY

THIS AGREEMENT is entered into by and between Navarro County, the North Texas High Intensity Drug Trafficking Area, and CONNIE McCRARY ("the Contractor").

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

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

deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice of demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to the Contractor:

If to Navarro County: Kathy B. Hollomon
Navarro County Auditor
Navarro County Courthouse
300 W. 3rd Avenue
Corsicana, Texas 75110

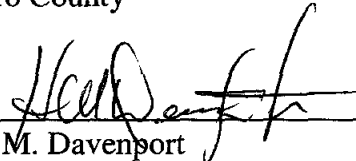
If to the NT HIDTA: North Texas HIDTA Executive Board
8404 Esters Blvd., Suite 100
Irving, Texas 75063

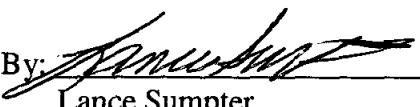
Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

14. Indemnification. Contractor agrees to indemnify, defend and hold harmless all the NT HIDTA participating agencies and their respective officials, employees, agents, contractors, successors and assignees, in either their official or individual capacities, from and against any and all liabilities, claims, demands, damages, actions, losses or costs (including any costs incurred by attorneys representing any of them) arising out or any breach of this Agreement or performance of services hereunder and caused by and/or resulting from the negligence or willful misconduct of the Contractor.
15. Release. Contractor does hereby release, acquit and forever discharge Navarro County, NT HIDTA and the Executive Board, collectively referred to in this paragraph as NT HIDTA of any and all debts, damages, claims, causes of action, suit, liabilities, and demands of whatever nature which Contractor might now have or that might subsequently accrue by reason of any matter arising out of any related work performance of this position and particularly growing out of or in any way connected, directly with the provisions of this Agreement.
16. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

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

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

Navarro County
 By: 
 H.M. Davenport
 Date: 12-14-09

North Texas HIDTA Director
 By: 
 Lance Sumpter
 Date: 12/9/09

Contractor:

 CONNIE MCCRARY

Date: 12/8/09

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

1. **DUTIES:** The Regional Intelligence Support Center Supervisor will provide the day to day supervision for the contractor and the North Texas HIDTA Director will evaluate the overall performance of the Contractor. The daily duties of the contractor will include but not be limited to:
 - a. Perform preliminary research and analysis of raw data from field reports and other sources to be used in conjunction with the initiation and development of major investigations.
 - b. Select, abstract, or excerpt data from specific intel sources and case files, then compile information.
 - c. Prepare organized presentation of research results.
 - d. Collate data from case files and various reporting sources.
 - e. Identify trafficker associations and overt acts.
 - f. Maintain working-level relationships with law enforcement counterparts in other intelligence activities to exchange pertinent information.
 - g. Render support to investigations including, but not restricted to, network analysis, financial analysis, telephone toll analysis, document analysis, and event analysis.
 - h. Operate computer databases and software including Microsoft Word, Excel, Power Point, Pen Link, Analyst Notebook, RAID, and other programs necessary for analytical and case support.
 - i. Offer opinions and provide investigative leads based on intelligence analysis.
 - j. Obtain and integrate information into a cohesive case file.
 - k. Target/identify crimes and crime trends.
 - l. Identify criminals through the use of education and information assessment.
 - m. Provide support for prosecution of cases in court.
 - n. Provide support to investigators involved in long-term complex case Investigation.
 - o. Intelligence analysis production (narratives, summaries, reports, etc., based on intel analysis).
 - p. Graphics production (link charts, association matrices, and court presentation products).
 - q. Post-seizure analysis (information gathered as a result of an arrest or seizure which aids in case development and lead generation).
 - r. Receive requests for event and subject "deconfliction" and perform necessary data base checks in the Watch Center.
 - s. Assist with other research and analytical assignments as directed by NT HIDTA supervision.

2. **TERM:** This engagement shall commence on 1/01/2010 and shall continue in full force and effect until December 31, 2010. The Agreement will be reviewed and renewed annually (subject to the contingency set forth below and acceptable performance by the Contractor) or to any changes agreed to in writing by both parties.
3. **CONTINGENCY:** Notwithstanding anything to the contrary in paragraph 2 above, this Agreement will not be renewed or be effective for any term exceeding the initial Term described above unless Navarro County receives grant funding for North Texas HIDTA for the fiscal year in which the renewal or extended term falls.
 - A. **CONTRACTUAL OBLIGATIONS:** Working hours will be established to insure proper computer network support services and approved by the North Texas HIDTA Director. The Contractor will provide 1,840 hours of contract services during the calendar year.
4. **COMPENSATION:**
 - a. **Wages:** Navarro County, upon recommendation of the Director, North Texas HIDTA, shall authorize payment to the Contractor for services provided by the Contractor for the term of this Agreement. Payment will consist of an annual sum equivalent to a GS 7 step 2 on the approved 2010 Federal GS pay scale for the Dallas-Fort Worth locality, plus a 25% allowance for fringe benefits to be paid in equal installments. Overtime will not be authorized.
 - b. **Expenses:** Contractor will be reimbursed by Navarro County for approved North Texas HIDTA related travel and training, as detailed in the Navarro County Policies and Procedures Guide.
5. **RESPONSIBILITIES OF NAVARRO COUNTY:** As the fiscal agent for the North Texas HIDTA, Navarro County has been designated by the NT HIDTA Executive Board to administer the cooperative agreement contract between ONDCP by supplying the ONDCP the proper documentation regarding any payment due to the Contractor and disbursing such funds to the Contractor. Payment by Navarro County to the Contractor does not create any special employment relationship and is not to be construed in any way to alter the Contractor's status.

Exhibit B

County Of Navarro, Texas

**CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION
AND OTHER
RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS;
FEDERAL
DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING
REGULATIONS**

In this certification "contractor" refers to both contractor and subcontractor, "contract" refers to both contract and subcontract.

General Requirements

The County of Navarro, Texas is required to obtain from all contractors, which receive federal funds or federal pass-through funds, certifications regarding, lobbying, federal debt status, debarment and suspension, and a drug free workplace. Institutional applicants are required to certify that they will comply with the nondiscrimination statutes and implementing regulations.

Contractors should refer to the regulations cited below to determine the certifications to which they are required to attest. Signature of the form provides for compliance with certification requirements under 21 CFR part 1405, "New Restrictions on Lobbying," 21 CFR part 1414, Government wide Debarment and Suspension (Non-procurement), Certification Regarding Federal Debt Status (OMB Circular A-129), and Certification Regarding the Nondiscrimination Statutes and Implementing Regulations. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the County of Navarro enters into contracts in which contractors receive federal funds.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented in 21 CFR part 1405, for persons entering into a cooperative agreement over \$100,000, as defined at 21 CFR Part 1405, the contractor certifies that;

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement,

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete

and submit Standard Form -LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award document for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension and implemented at 21 CFR Part 1404, for prospective participants in primary covered transactions

A. The contractor certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or and a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public transaction violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to the application.

3. DRUG-FREE WORKPLACE

As required, by the Drug Free Workplace Act of 1988, and implemented at 21 CFR Part 1404 Subpart F.

A. The contractor certifies that it will or will continue to provide a drug free workplace by:

(a). Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the

actions that will be taken against employees for violations of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The applicant's policy of maintaining a drug free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a)

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee must

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convictions. Employers of convicted employees must provide notice including position title, to: The County of Navarro, Texas, 300 West 3rd Avenue, Corsicana, Texas 75110. Notice shall include the identification number of each affected grant.

(f) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State, or local health, law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

4. CERTIFICATION REGARDING FEDERAL DEBT STATUS (OMB Circular

A-i 29)

The contractor certifies to the best of its knowledge and belief, that it is not delinquent in the repayment of any federal debt.

5. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

The contractor certifies that it will comply with the following nondiscrimination statues and their implementing regulations: (a) title VI of the Civil right Act of 1964 (42 U.S.C. 2000D et seq.) which provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance; (b) Section 504 of the rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance; (c) title IX of the Education Amendments of 1972m as amended (20 U.S.C. 1981 et seq.) which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance; and (d) the Age Discrimination Act of 1975, and amended (42 U.S.C. 6101 ec seq.) which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance, except that actions which reasonably take age into account as a factor necessary for the normal operation or achievement of any statutory objective of the project or activity shall not violate this statute.

CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; FEDERAL DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING REGULATIONS

The contractor/s certifies, by signing below, that they are in compliance with the applicable requirements listed above; and that they shall notify Navarro County of any changes that affect this certification.

Connie McCrary
Business Name

12/8/09
Date

Connie McCrary
Printed Name

Connie McCrary
Signature

#15

399

INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN

NAVARRO COUNTY, TEXAS

AND

NORTH TEXAS HIDTA

AND

I. Kevin Kelley

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

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

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

deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice of demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to the Contractor:

If to Navarro County: Tim Easley
1st Assistant Auditor, Navarro County
Navarro County Courthouse
300 W. 3rd Avenue
Corsicana, Texas 75110

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

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

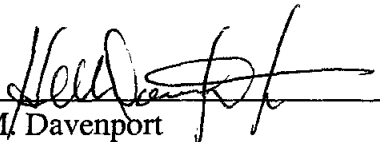
14. Indemnification. Contractor agrees to indemnify, defend and hold harmless all the NT HIDTA participating agencies and their respective officials, employees, agents, contractors, successors and assignees, in either their official or individual capacities, from and against any and all liabilities, claims, demands, damages, actions, losses or costs (including any costs incurred by attorneys representing any of them) arising out or any breach of this Agreement or performance of services hereunder and caused by and/or resulting from the negligence or willful misconduct of the Contractor.
15. Release. Contractor does hereby release, acquit and forever discharge Navarro County, NT HIDTA and the Executive Board, collectively referred to in this paragraph as NT HIDTA of any and all debts, damages, claims, causes of action, suit, liabilities, and demands of whatever nature which Contractor might now have or that might subsequently accrue by reason of any matter arising out of any related work performance of this position and particularly growing out of or in any way connected, directly with the provisions of this Agreement.
16. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

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

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

Navarro County

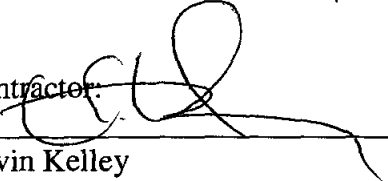
North Texas HIDTA Director

By: 
H.M. Davenport

By: 
Lance Sumpter

Date: 12-14-09

Date: 12/9/09

Contractor: 
Kevin Kelley

Date: 12/8/2009

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

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

- G. Provide assistance to the Information Technology Manager with fault analysis and implementation of a variety of user software programs at the North Texas HIDTA.
 - H. Must be approved for a Law Enforcement National Security Clearance.
 - I. Additional duties may be assigned at the Discretion of the North Texas HIDTA Director and the Information Technology Manager.
2. **CONTRACTUAL OBLIGATIONS:** Working hours will be established to insure proper computer network support services and approved by the North Texas HIDTA Director. The Contractor will work 1,800 hours during the calendar year.
3. **TERM:** This engagement shall commence on 1/1/2010 and shall continue in full force and effect until December 31, 2010. The Agreement will be reviewed and renewed annually (subject to the contingency set forth below and acceptable performance by the Contractor) or to any changes agreed to in writing by both parties.
4. **CONTINGENCY:** Notwithstanding anything to the contrary in paragraph 2 above, this Agreement will not be renewed or be effective for any term exceeding the initial Term described above unless Navarro County receives grant funding for North Texas HIDTA for the fiscal year in which the renewal or extended term falls.
5. **COMPENSATION:**
- a. Wages: Navarro County, upon recommendation of the Director, North Texas HIDTA, shall authorize payment to the Contractor for services provided by the Contractor for the term of this Agreement. Payment will consist of an annual sum equivalent to a GS 11 step 1 on the approved 2010 Federal GS pay scale for the Dallas-Fort Worth locality, plus a 30% allowance for fringe benefits to be paid in equal installments. Overtime will not be authorized.
 - b. Expenses: Contractor will be reimbursed by Navarro County for approved North Texas HIDTA related travel and training, as detailed in the Navarro County Policies and Procedures Guide.
 - c. Cellular Telephone Allowance: This position will be provided a monthly cellular telephone allowance of \$75 per month. This expense should be added to the contractor's annual compensation and will be paid with other wages and approved expenses.
6. **RESPONSIBILITIES OF NAVARRO COUNTY:** As the fiscal agent for the North Texas HIDTA, Navarro County has been designated by the NT HIDTA Executive Board to administer the cooperative agreement contract between ONDCP by supplying the ONDCP the proper documentation regarding any payment due to the Contractor and disbursing such funds to the Contractor. Payment by Navarro County to the Contractor does not create any special employment relationship and is not to be construed in any way to alter the Contractor's status.

Exhibit B

County Of Navarro, Texas

**CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION
AND OTHER
RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS;
FEDERAL
DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING
REGULATIONS**

In this certification "contractor" refers to both contractor and subcontractor, "contract" refers to both contract and subcontract.

General Requirements

The County of Navarro, Texas is required to obtain from all contractors, which receive federal funds or federal pass-through funds, certifications regarding, lobbying, federal debt status, debarment and suspension, and a drug free workplace. Institutional applicants are required to certify that they will comply with the nondiscrimination statutes and implementing regulations.

Contractors should refer to the regulations cited below to determine the certifications to which they are required to attest. Signature of the form provides for compliance with certification requirements under 21 CFR part 1405, "New Restrictions on Lobbying," 21 CFR part 1414, Government wide Debarment and Suspension (Non-procurement), Certification Regarding Federal Debt Status (OMB Circular A-129), and Certification Regarding the Nondiscrimination Statutes and Implementing Regulations. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the County of Navarro enters into contracts in which contractors receive federal funds.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented in 21 CFR part 1405, for persons entering into a cooperative agreement over \$100,000, as defined at 21 CFR Part 1405, the contractor certifies that;

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement,

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection

with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award document for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension and implemented at 21 CFR Part 1404, for prospective participants in primary covered transactions

A. The contractor certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or and a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public transaction violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to the application.

3. DRUG-FREE WORKPLACE

As required, by the Drug Free Workplace Act of 1988, and implemented at 21 CFR Part 1404 Subpart F.

A. The contractor certifies that it will or will continue to provide a drug free workplace by:

(a). Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled

substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The applicant's policy of maintaining a drug free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a)

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee must

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convictions. Employers of convicted employees must provide notice including position title, to: The County of Navarro, Texas, 300 West 3rd Avenue, Corsicana, Texas 75110. Notice shall include the identification number of each affected grant.

(f) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State, or local health, law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

4. CERTIFICATION REGARDING FEDERAL DEBT STATUS (OMB Circular A-i 29)

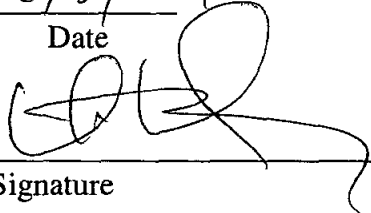
The contractor certifies to the best of its knowledge and belief, that it is not delinquent in the repayment of any federal debt.

5. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

The contractor certifies that it will comply with the following nondiscrimination statutes and their implementing regulations: (a) title VI of the Civil right Act of 1964 (42 U.S.C. 2000D et seq.) which provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance; (b) Section 504 of the rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance; (c) title IX of the Education Amendments of 1972m as amended (20 U.S.C. 1981 et seq.) which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance; and (d) the Age Discrimination Act of 1975, and amended (42 U.S.C. 6101 ec seq.) which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance, except that actions which reasonably take age into account as a factor necessary for the normal operation or achievement of any statutory objective of the project or activity shall not violate this statute.

CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; FEDERAL DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING REGULATIONS

The contractor/s certifies, by signing below, that they are in compliance with the applicable requirements listed above; and that they shall notify Navarro County of any changes that affect this certification.

<u>OMNI PROFESSIONAL SERVICES, INC.</u>	<u>12/8/2009</u>
Business Name	Date
<u>KEVIN KELLEY</u>	
Printed Name	Signature

HLS

409

INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN

NAVARRO COUNTY, TEXAS

AND

NORTH TEXAS HIDTA

AND

Dan Cauble

THIS AGREEMENT is entered into by and between Navarro County, Texas, the North Texas High Intensity Drug Trafficking Area, and Dan Cauble ("the Contractor").

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

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

deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice of demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to the Contractor:

If to Navarro County: Tim Easley
1st Assistant Auditor, Navarro County
Navarro County Courthouse
300 W. 3rd Avenue
Corsicana, Texas 75110

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

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

- 14. Indemnification. Contractor agrees to indemnify, defend and hold harmless all the NT HIDTA participating agencies and their respective officials, employees, agents, contractors, successors and assignees, in either their official or individual capacities, from and against any and all liabilities, claims, demands, damages, actions, losses or costs (including any costs incurred by attorneys representing any of them) arising out or any breach of this Agreement or performance of services hereunder and caused by and/or resulting from the negligence or willful misconduct of the Contractor.
- 15. Release. Contractor does hereby release, acquit and forever discharge Navarro County, NT HIDTA and the Executive Board, collectively referred to in this paragraph as NT HIDTA of any and all debts, damages, claims, causes of action, suit, liabilities, and demands of whatever nature which Contractor might now have or that might subsequently accrue by reason of any matter arising out of any related work performance of this position and particularly growing out of or in any way connected, directly with the provisions of this Agreement.
- 16. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
- 17. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understanding, and representations are hereby

terminated and canceled in their entirety and are of no further force and effect.

18. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

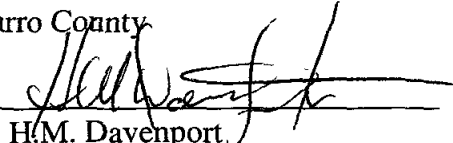
19. Miscellaneous Provisions:

- a. This Agreement shall not bestow any rights upon any third party but rather shall bind and benefit the Contractor and Navarro County only.
- b. Failure of either party to insist on the strict performance of any of the agreement herein or to exercise any right or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by all appropriate remedies.
- c. The officer executing this Agreement on behalf of the parties hereby confirms that such officers have full authority to execute this Agreement and to bind the party he/she represents.

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

Navarro County

By:



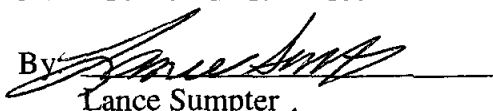
H.M. Davenport

Date:

12-14-09

North Texas HIDTA Director

By:



Lance Sumpter

Date:

12/9/09

Contractor:


Dan Cauble

Date: _____

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

1. DUTIES: The RISC Co-Program Manager from the Dallas Police Department will provide the day to day supervision for the contractor and the North Texas HIDTA Director will evaluate the overall performance of the Contractor. The daily duties of the contractor will include but not be limited to:
 - A. Survey HIDTA Initiatives, federal, state and local agencies for training needs in the North Texas region to enhance investigative, analytical and administrative capabilities on topics with the issues of narcotics, terrorism, violent crime, gangs, trends, etc.
 - B. Locate and schedule training programs to meet needs of officers identified in survey and other methods:
 1. Using contacts developed over years
 2. Searching the Internet
 3. Working with other Training Coordinators and local academy directors
 - C. Coordinate off site training requests with future scheduled training on site so as to minimize the cost for training.
 - D. Design and distribute flyers on upcoming courses
 - E. Enroll students in classes via the HIDTA Training Tracker Program.
 - F. Prepare reports using data from HOTT system for management and PMP system.
 - G. Approve and confirm all enrollees and notify status of enrollment. Special emphasis is also made on the necessity to notify HIDTA if unable to attend a scheduled training event. This is done using e-mail, faxes and personal telephone calls.
 - H. Facilitate all on site training by:
 1. Contacting instructors and recommending lodging, transportation and airport pick up when needed

2. Prepare classroom for all classes including providing name placards for all students
 3. Facilitate instructors in using classroom equipment including podium computer, overhead power point projector and all other audio/visual equipment.
 4. Coordinating refreshments for students including coffee.
- I. Must be approved for a Law Enforcement National Security Clearance.
 - J. Additional related duties may be assigned at the Discretion of the North Texas HIDTA Director.
 - K. Working hours will be coordinated between the contractor and the North Texas HIDTA Director and will generally fall within the time frame of 7:30am to 5:00pm or as needed by specific training requirements.
2. TERM: This engagement shall commence on 1/1/2010 and shall continue in full force and effect until December 31, 2010.
 3. CONTINGENCY: Notwithstanding anything to the contrary in paragraph 2 above, this Agreement will not be renewed or be effective for any term exceeding the initial Term described above unless Navarro County receives grant funding for North Texas HIDTA for the fiscal year in which the renewal or extended term falls.
 4. COMPENSATION:
 - a. Wages: Navarro County, upon recommendation of the Director, North Texas HIDTA, shall authorize payment to the Contractor for services provided by the Contractor for the term of this Agreement. Payment will consist of an hourly rate of \$17.50 not to exceed 30 hours per week, unless authorized by the North Texas HIDTA Director, and not to exceed a total of \$26,250 which is based on the amount equivalent to a GS 5 step 4 of the Federal pay scale for the Dallas-Fort Worth area. This contract will also include an approved phone allowance of \$40/month over the term of this Agreement. Overtime will not be authorized. Payments will be made once monthly, by submission of letterhead invoice to Navarro County.
 - b. Expenses: Contractor will be reimbursed by Navarro County for approved North Texas HIDTA related travel and training, as detailed in the Navarro County Policies and Procedures Guide.
 - c. Time off: Contractor will only be paid for the hours worked. This schedule will be approved in advance.
 - d. Cellular Telephone Allowance: This position will be provided a monthly cellular telephone allowance of \$40 per month. This expense should be added to the contractor's annual compensation and will be paid with other wages and approved expenses.
 5. RESPONSIBILITIES OF NAVARRO COUNTY: As the fiscal agent for the North Texas HIDTA, Navarro County has been designated by the NT HIDTA Executive Board to administer the cooperative agreement contract between ONDCP by

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

Exhibit B

County Of Navarro, Texas

**CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION
AND OTHER
RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS;
FEDERAL
DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING
REGULATIONS**

In this certification "contractor" refers to both contractor and subcontractor, "contract" refers to both contract and subcontract.

General Requirements

The County of Navarro, Texas is required to obtain from all contractors, which receive federal funds or federal pass-through funds, certifications regarding, lobbying, federal debt status, debarment and suspension, and a drug free workplace. Institutional applicants are required to certify that they will comply with the nondiscrimination statutes and implementing regulations.

Contractors should refer to the regulations cited below to determine the certifications to which they are required to attest. Signature of the form provides for compliance with certification requirements under 21 CFR part 1405, "New Restrictions on Lobbying," 21 CFR part 1414, Government wide Debarment and Suspension (Non-procurement), Certification Regarding Federal Debt Status (OMB Circular A-129), and Certification Regarding the Nondiscrimination Statutes and Implementing Regulations. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the County of Navarro enters into contracts in which contractors receive federal funds.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented in 21 CFR part 1405, for persons entering into a cooperative agreement over \$100,000, as defined at 21 CFR Part 1405, the contractor certifies that;

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement,

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete

and submit Standard Form -LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award document for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension and implemented at 21 CFR Part 1404, for prospective participants in primary covered transactions

A. The contractor certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or and a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public transaction violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to the application.

3. DRUG-FREE WORKPLACE

As required, by the Drug Free Workplace Act of 1988, and implemented at 21 CFR Part 1404 Subpart F.

A. The contractor certifies that it will or will continue to provide a drug free workplace by:

(a). Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the

actions that will be taken against employees for violations of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The applicant's policy of maintaining a drug free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a)

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee must

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convictions. Employers of convicted employees must provide notice including position title, to: The County of Navarro, Texas, 300 West 3rd Avenue, Corsicana, Texas 75110. Notice shall include the identification number of each affected grant.

(f) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State, or local health, law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

4. CERTIFICATION REGARDING FEDERAL DEBT STATUS (OMB Circular

A-i 29)

The contractor certifies to the best of its knowledge and belief, that it is not delinquent in the repayment of any federal debt.

5. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

The contractor certifies that it will comply with the following nondiscrimination statutes and their implementing regulations: (a) title VI of the Civil right Act of 1964 (42 U.S.C. 2000D et seq.) which provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance; (b) Section 504 of the rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance; (c) title IX of the Education Amendments of 1972m as amended (20 U.S.C. 1981 et seq.) which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance; and (d) the Age Discrimination Act of 1975, and amended (42 U.S.C. 6101 ec seq.) which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance, except that actions which reasonably take age into account as a factor necessary for the normal operation or achievement of any statutory objective of the project or activity shall not violate this statute.

CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; FEDERAL DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING REGULATIONS

The contractor/s certifies, by signing below, that they are in compliance with the applicable requirements listed above; and that they shall notify Navarro County of any changes that affect this certification.

DAN CAURIE
Business Name

12/8/09
Date

DANNIE P. CAURIE
Printed Name

Dann P. Caurie
Signature

48
16

420

**INTERLOCAL COOPERATION CONTRACT
MOBILE MEDICAL SUPPLY CACHE PROJECT**

The State of Texas

County of Tarrant

THIS INTERLOCAL CONTRACT ("CONTRACT"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "ACT"), by and between the North Central Texas Trauma Regional Advisory Council (hereafter NCTTRAC) having its principal place of business at 600 Six Flags Drive, Suite 160, Arlington, Texas 76011, and **Navarro County** (Receiving Agency), a local government, created and operated to provide one or more governmental functions and services, having its principal place of business at **300 W 3rd Ave in Corsicana, TX 75110**.

I. CONTRACTING PARTIES

The Receiving Agency:	Navarro County
Complete Address:	300 W 3rd Ave , Corsicana, TX 75110
The Performing Agency:	NORTH CENTRAL TEXAS TRAUMA REGIONAL ADVISORY COUNCIL

II. LEGAL AUTHORITY

The Receiving Agency represents and warrants to NCTTRAC that:

1. It recognizes NCTTRAC to be a non-profit corporation created under Texas Administrative Code Title 25, Part 1, Chapter 157 and operated to provide one or more governmental functions and services, and as defined as a "Political Subdivision" per §791.003 (3d) and §791.003 (5), and
2. The Receiving Agency is eligible to contract with NCTTRAC under the ACT because it is one of the following: a local government, as defined in the ACT (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state, or a combination of two or more of those entities), a state agency (an agency of the State of Texas as defined in §771.002 of the Texas Government Code, or

421

- a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and
3. The Receiving Agency possesses adequate legal authority to enter into this CONTRACT.

III. STATEMENT OF SERVICE TO BE PERFORMED:

The Receiving Agency and the NCTTRAC agree to provide services as set forth in the statement of work attached as Exhibit A, Mobile Medical Supply Cache Project.

IV. BASIS FOR CALCULATING COSTS:

The basis for calculating reimbursable costs is outlined in the statement of work attached as Exhibit A, Mobile Medical Supply Cache Project.

V. CONTRACT AMOUNT:

Supplies provided by NCTTRAC under this CONTRACT are provided to the Receiving Agency at no cost.

VI. PAYMENT FOR SERVICES:

The basis for calculating payment for services is outlined in the statement of work attached as Exhibit A, Mobile Medical Supply Cache Project.

VII. TERM OF CONTRACT:

This CONTRACT is effective as of the date of the last signature. The CONTRACT will remain in effect until canceled by the parties in accordance with the terms set forth in paragraph VIII below.

VIII. TERMINATION:

This CONTRACT may be terminated by either the Receiving Agency or NCTTRAC upon thirty (30) days written notice or immediately if the prime award is terminated by the Texas Department of State Health Services (DSHS).

422

IX. GENERAL PROVISIONS:

1. This CONTRACT is entered into by the duly authorized officials of each respective party.
2. To the extent authorized by the laws and constitution of the State of Texas, the NCTTRAC shall not be liable to the Receiving Agency for any lost profits, special, incidental, consequential or punitive damages, whether for breach of any express or implied warranties or otherwise. NCTTRAC does not warrant that services shall be without defect, interruption, or suited for particular purposes. Receiving Agency agrees to work cooperatively with NCTTRAC to maintain services to the best of both parties' abilities.
3. During the term of this CONTRACT and any extensions thereto, the Receiving Agency assumes all liability arising from the use, employment, deployment, redeployment, and reconstitution of the mobile medical supply cache.
4. In case any other provision hereof should be held to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect any other provision of this CONTRACT, and this CONTRACT shall be construed as if such invalid, illegal or unenforceable provision had never been included in this CONTRACT.
5. It is understood by both parties that each will fulfill its responsibilities under this CONTRACT in accordance with the provisions of law and regulations, that govern their activities. Nothing in this CONTRACT is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time either party is unable to perform its functions under this CONTRACT consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other to establish a date for mutual resolution of the conflict up to, and including, forfeiture of the use and return to NCTTRAC those assets described in the statement of work attached as Exhibit A.
6. This CONTRACT constitutes the entire agreement hereto with respect to the subject matter hereof, and supersedes any prior understanding or written or oral agreements between the parties with respect to the subject matter of this CONTRACT. No amendment, modification or alteration of the terms of the CONTRACT shall be binding on either party unless the same is in writing, dated subsequent to the date hereof, and is duly executed by the party against whom enforcement is sought.
7. Each person signing this CONTRACT on behalf of a party hereby confirms for the benefit of the other party to this CONTRACT that any requisite approvals from the governing body of such party have been obtained, and all prerequisites to the execution, delivery and performance hereof have been obtained by or on behalf of that party.
8. Force Majeure - Either party may be excused from performance under this CONTRACT for any period that such party is prevented from performing its obligations in whole or in part as a result of any act of God, war, civil disturbance, epidemic, court

423

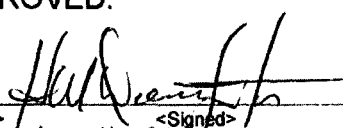
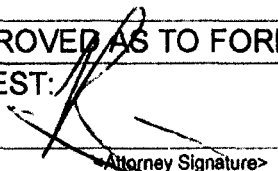
order, or other event outside the control of such party, provided the party seeking to be excused has prudently and promptly acted to take any and all reasonable corrective measures that are within such party's control.

9. Neither party has authority for and on behalf of the other except as provided in this CONTRACT. No other authority, power, partnership, use or rights are granted or implied except as provided by Texas and or Federal laws and regulations, and as defined in Exhibit A to this CONTRACT.

10. Neither party may incur any debt, obligation, expense or liability of any kind on behalf of the other party without the other party's express written approval.

X. CONTRACT SIGNATURES:

The UNDERSIGNED CONTRACTING PARTIES bind themselves to the faithful performance of this CONTRACT. It is mutually understood that this CONTRACT shall be effective if signed by a person authorized to do so according to the normal operating procedures of said party. If the governing body of a party is required to approve this CONTRACT, it shall not become effective until approved by the governing body of that party. In that event, this CONTRACT shall be executed by the duly authorized official(s) of the party as expressed in an approving resolution or order of the governing body of said party, a copy of which shall be attached to this CONTRACT.

RECEIVING AGENCY	
NAVARRO COUNTY	
APPROVED AS TO FORM AND LEGALITY:	APPROVED:
ATTEST:	
<Date>	<Date> 12-14-09
	<Signed>
LOWELL THOMPSON	H.M. DAVENPORT
<Insert Printed Attorney Name Above>	<Insert Printed Authorized Signatory Name Above>
NAVARRO COUNTY DA	NAVARRO COUNTY JUDGE
<Insert Printed Attorney Agency if Applicable Above>	< Insert Printed Signatory Title Above>
PERFORMING AGENCY	
NORTH CENTRAL TEXAS TRAUMA REGIONAL ADVISORY COUNCIL	
APPROVED AS TO FORM AND LEGALITY:	APPROVED:
ATTEST:	

<Date> <i>1/20/10</i> <Attorney Signature> <i>[Signature]</i>	28 Jan 10 <i>[Signature]</i> <Date> <Signed>
<Insert Printed Attorney Name Above> <i>William P. Remington</i>	<Insert Printed Authorized Signatory Name Above> Hendrik J. Antonisse
<Insert Printed Attorney Agency if Applicable Above> <i>General Counsel</i>	<Insert Printed Signatory Title Above> Executive Director

424

EXHIBIT A

MOBILE MEDICAL CACHE PROJECT

I. Purpose of Agreement

It is the purpose of this CONTRACT to establish a cooperative and mutually beneficial relationship between the parties and to set forth the relative responsibilities of the parties as they relate to the utilization of mobile caches of emergency medical supplies purchased with Hospital Preparedness Program (HPP) funds by the North Central Texas Trauma Regional Advisory Council (NCTTRAC).

II. Program Description

The Mobile Medical Supply Cache (Cache) Project improves regional medical surge capacity by providing mobile medical assets for use by local hospitals and jurisdictions. In general terms, the Cache comprises a number of portable crates into which common medical supplies, equipment, and consumables are placed for emergency use when local and regional health and medical supplies are not immediately available. Caches are generally designed to provide support in a mass casualty event in the triage and stabilization of victims. Caches are intended to primarily support regional HPP-funded Mobile Medical Units that are regionally distributed in counties agreeing to host them.

The Cache is a regional asset. The Receiving Agency is considered the "Owner" of the Cache and holds title to the Cache during the term of this CONTRACT and subject to applicable state and federal laws regarding its return upon termination of this CONTRACT.

The Receiving Agency maintains priority use of the Cache and is responsible for the reconstitution of the Cache if used at the unilateral direction and authority of the Receiving Agency.

If other jurisdictions issue a mutual aid request for use of the Cache, and the Cache is available, the Receiving Agency will provide priority support to jurisdictions within Trauma Service Area E, with follow-on consideration to support requests from other regions, the state, and the federal government. NCTTRAC anticipates that State of Texas requests for Cache deployment outside the Receiving Agency's jurisdiction will be routed through NCTTRAC or the area Disaster District

425

Committee, to the Receiving Agency's Emergency Management office.

If the Cache is forward deployed outside the Receiving Agency's jurisdiction, the requesting jurisdiction bears the cost of operation and the return of the Cache to a normal preparedness status under provisions of the Texas Emergency Management Act, Chapter 418, Texas Government Code, and the Texas Disaster Act of 1975. Other federal, state, and local provisions may also apply.

The Receiving Agency will provide medical oversight for determining when Cache release and deployment is required. Medical oversight may be provided by a city or county health authority, EMS Medical Director, or senior EMS response official, who operates in conjunction with the Receiving Agency's emergency management response system. This individual should ensure health and medical response professionals have appropriate access to the Cache when local medical supplies and consumables will be inadequate, and when regional or state support systems cannot provide such supplies in an adequate timeframe to support the health and medical emergency response.

Cache use within the Receiving Agency's jurisdiction is expected to be supported and / or coordinated by the Receiving Agency's jurisdiction, including costs of shipment from the storage location to the intended deployment location, return to storage, and costs for restocking of items used in the emergency. If the Cache is deployed outside the Receiving Agency's jurisdiction, these costs are expected to be funded or reimbursed by the receiving jurisdiction or other mutual aid support agencies.

Caches must be stored in a secure location with truck access to either a loading dock or at a location with forklift availability. Climate controlled warehousing is not required, but will improve shelf life of items within the Cache. A nominal warehouse internal temperature range of 40°F to 95°F, in a dry environment without exterior exposure, and with effective pest control, is required.

NCTTRAC may provide warehousing services for the Receiving Agency, as independently arranged and at NCTTRAC expense, under provisions of the Texas Hospital Preparedness Program. Costs of emergency deployment from and return to NCTTRAC's warehouse must be borne by the Receiving Agency or supported jurisdiction. NCTTRAC is not authorized to fund emergency response costs, such as transportation and warehouse labor fees, under terms of the Hospital Preparedness Program. The Receiving Agency should pre-plan how these emergency response costs will be paid in support of an emergency Cache deployment.

Mobile Cache containers are wooden crates, approximately 75" long x 32" wide x 51" tall. Crate maximum weight is approximately 1000 pounds. Each container is fitted with wheels, and may be safely moved by two individuals. Containers may be moved by forklift if required, but may be damaged by rough handling. There are 16 – 18 crates per cache, depending on crate loading. Specific numbers of crates will be defined in individual inventory and transfer documents. Initial acquisition value of each Cache varies but ranges between \$111,000 and \$114,000.

III. Purpose

426

The Cache supports regional preparedness by providing independent mobile medical assets for use at, but not limited to, hospitals, triage sites, shelter, evacuation hubs, and alternate care sites.

IV. Responsibilities of the Parties Under Agreement

In consideration of the mutual aims, desires and promises of the parties to this CONTRACT, and, in recognition of the public benefit to be derived from effective implementation of the programs involved, the parties agree that their responsibilities under this CONTRACT shall be as follows:

A. The Receiving Agency shall:

1. Sign the Texas Department of State Health Services Non-Expendable Personal Property Report Form (Form GC-11) and Property Transfer Record when Cache is acquired from NCTTRAC.
2. Provide appropriate secure warehousing for the Cache, unless otherwise arranged with NCTTRAC for the provision of regional warehousing.
3. Make the Cache available for use during exercises and emergencies.
4. Support mutual aid requests for use of the Cache from jurisdictions within Trauma Service Area E, or other state or federal requests, under standard mutual aid support systems, as determined possible by the Receiving Agency. Priority consideration will be given to mutual aid requests from jurisdictions within Trauma Service Area E, which is defined as the counties of Collin, Cooke, Dallas, Denton, Ellis, Erath, Fannin, Grayson, Hood, Hunt, Johnson, Kaufman, Navarro, Palo Pinto, Parker, Rockwall, Somervell, Tarrant, and Wise, within the State of Texas.
5. Designate personnel that will provide medical oversight, and perform deployment, return from deployment, and reconstitution functions. Indicate that assignment of medical oversight responsibilities is made by completion and return to NCTTRAC of Attachment (1) to this Exhibit, Affidavit of Assignment of Medical Oversight Responsibilities.
6. Provide access to the Cache to NCTTRAC and designated agents for the purpose of life-cycle maintenance / replacement of Cache components, and provide staff support during such life-cycle maintenance periods.
7. Conduct an annual or special inventory of all Cache assets and provide results upon request to NCTTRAC. Regular inventories will be conducted by August 31st annually.
8. Notify NCTTRAC if replacement of damaged or non-functional supplies / consumables, or equipment is required.
9. Implement a control system to ensure adequate safeguards against loss, damage or theft. Any loss, damage, or theft of property must be investigated, fully documented, and promptly reported to NCTTRAC.
10. Maintain insurance or other means of replacing the Cache. The Receiving Agency will provide NCTTRAC a document reflecting that it holds such insurance or other means of replacing the Cache. Indicate that such insurance or other means of replacing the Cache is evident by completion and return to NCTTRAC of Attachment (2) to this

427

Exhibit, Affidavit of Insurance or Other Means of Replacement. If insurance is provided by a third party policy, Receiving Agency will provide to NCTTRAC a copy of the Certificate of Insurance.

11. Be responsible for repair / replacement of Cache items that are broken, damaged, or missing due to misuse, negligence, theft or become unusable outside of normal lifespan expectations.
12. Maintain transfer of custody documents and equipment inventories, and ensure that all assets are appropriately accounted for when transfer, deployment, and / or return from deployment of the Cache occurs.
13. Maintain Material Safety Data Sheets (MSDS) as appropriate for items within the Cache.

B. NCTTRAC shall:

1. Allow the Cache to remain in the possession of the Receiving Agency with the understanding that the Receiving Agency will commit to its responsibilities as outlined in this CONTRACT.
2. Monitor the performance of the Receiving Agency in regards to performance under this CONTRACT and advise the Receiving Agency of any and all concerns regarding performance.
3. Conduct an annual or special inventory of all Equipment and provide results to the Texas Department of State Health Services (DSHS) or as required by special audit. NCTTRAC will provide to the Receiving Agency electronic and hard copies of inventory and inventory reporting documents to support the conduct of inventories and audits.
4. Support costs of item life-cycle replacement for items included in the Cache but not otherwise used within constraints of the Texas Hospital Preparedness Program.
5. Support regional warehousing of the Cache if the Receiving Agency is unable to provide suitable secure warehousing within the Receiving Agency's jurisdiction, and within constraints of the Texas Hospital Preparedness Program.
6. Provide assistance in securing and arranging for transportation of Cache from NCTTRAC – contracted warehousing for deployment during emergencies, when requested by Receiving Agency.
7. Provide MSDS documents to Receiving Agency, or assist in securing MSDS documents from vendors / suppliers, as required for individual items within the Cache.

----- End of Exhibit A -----

428

ASSIGNMENT OF MEDICAL OVERSIGHT RESPONSIBILITIES

Receiving Agency: Navarro County Health Department
 Address: 618 N Main St
 City, State, Zip code: Corsicana, TX 75110

In accordance with Section IV, paragraph 5, of Exhibit (A) to the Mobile Medical Supply Cache Project Interlocal Cooperation Contract, medical oversight responsibilities for the management of the Mobile Medical Supply Cache are assigned to:

Name:	Kent Rogers		
Organization Name:	Navarro County Health Department		
Work Phone Number:	903-985-6731		
Cell Phone Number:	903-875-4038		
Email address:	<u>krogers45@sbcglobal.net</u>		
Health and Medical License Type	MD or DO: <input checked="" type="checkbox"/>	RN:	
	EMT:	Health Authority: <input checked="" type="checkbox"/>	Public Health Dir
	Other (specify):		

<i>Kent Rogers</i> < Insert Signature Above >
KENT ROGERS MD < Insert Printed Signatory Name Above >
Health Authority < Insert Printed Signatory Title Above >
JAN. 11, 2010 < Insert Date of Signature Above >

Return form(s) to: NCTTRAC

429

600 Six Flags Drive, Suite 160

Arlington, TX 76011

**AFFIDAVIT OF INSURANCE
OR OTHER MEANS OF REPLACEMENT
MOBILE MEDICAL SUPPLY CACHE PROJECT**

Receiving Agency: Navarro County
Address: 300 W 3rd Ave.
City, State, Zip code Corsicana, TX 75110

In accordance with Section IV, paragraph 10, of Exhibit (A) to the Mobile Medical Supply Cache Project Interlocal Cooperation Contract,

I, Kathy Hollomon, hereby swear or affirm that

Navarro County

holds the required amount of insurance, or other means of replacement, for the total value of the Mobile Medical Supply Cache.

- Check box if insurance is provided by a third party
- Check box if Receiving Agency is self-insured

ATTEST: *Kathy B. Hollomon*
< Insert Signature Above >

Kathy B. Hollomon
< Insert Printed Signatory Name Above >

Navarro County Auditor
< Insert Printed Signatory Title Above >

12/15/2009
< Insert Date of Signature Above >

430

Third Party insurance certificate is attached

Return form(s) to: NCTTRAC

600 Six Flags Drive, Suite 160

Arlington, TX 76011

RISK MANAGEMENT POOL

CERTIFICATE OF PROPERTY COVERAGE

The Texas Association of Counties Risk Management Pool is created to enable each county or county-related governmental entity to provide self insurance coverage against physical damage claims. The specified county or county related governmental entity participates in this Fund under an agreement pursuant to the provisions of and operates under the Chapter 791, Texas Government Code Annotated.

NAME AND ADDRESS OF COVERED COUNTY:

Navarro County
300 West Third Avenue, Suite 14
Corsicana, TX 75110

Coverage Agreement No.: PR 1750 2008 07 01

Coverage Period: 1/5/2010 to 7/1/2010

PROPERTY

Includes the following coverages:

All risk of physical loss subject to coverage terms, exclusions and conditions.

Actual cash value

Deductible: \$5,000

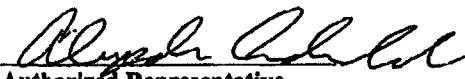
With respect to the following property:

Medical Cache and Video Teleconferencing Equipment

Total Value: \$127,600

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the Pool. The certificate does verify that coverage has been placed in force for the period indicated above. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage provided by the Pool described herein is subject to all the terms, exclusions and conditions of the coverage document issued by the Pool. The coverage is primary without right of contribution from any insurance carried by any additional insured. Should any of the above described coverage be altered or cancelled the Pool will endeavor to mail ten days written notice to the certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

Certificate Holder
North Central Texas Trauma Regional Advisory Council
600 Six Flags Dr
Suite 160
Arlington, TX 76011


Authorized Representative
Texas Association of Counties
1210 San Antonio St.
Austin, TX 78701-1834
(512) 478-8753

Certificate Issued
Tuesday, January 05, 2010

#16

431

INTERLOCAL COOPERATION CONTRACT

VIDEO TELECONFERENCING PROJECT

The State of Texas

County of Tarrant

THIS INTERLOCAL CONTRACT ("CONTRACT"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "ACT"), by and between the North Central Texas Trauma Regional Advisory Council (hereafter NCTTRAC) having its principal place of business at 600 Six Flags Drive, Suite 160, Arlington, Texas 76011, and **Navarro County** (Receiving Agency), a local government, created and operated to provide one or more governmental functions and services, having its principal place of business at **300 W 3rd Ave., Corsicana, TX 75110**.

I. CONTRACTING PARTIES

The Receiving Agency:	Navarro County
Complete Address:	300 W 3rd Ave , Corsicana, TX 75110
The Performing Agency:	NORTH CENTRAL TEXAS TRAUMA REGIONAL ADVISORY COUNCIL

II. LEGAL AUTHORITY

The Receiving Agency represents and warrants to NCTTRAC that:

1. It recognizes NCTTRAC to be a non-profit corporation created under Texas Administrative Code Title 25, Part 1, Chapter 157 and operated to provide one or more governmental functions and services, and as defined as a "Political Subdivision" per §791.003 (3d) and §791.003 (5), and
2. The Receiving Agency is eligible to contract with NCTTRAC under the ACT because it is one of the following: a local government, as defined in the ACT (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state, or a combination of two or more of those entities), a state agency (an

432

- agency of the State of Texas as defined in §771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and
3. The Receiving Agency possesses adequate legal authority to enter into this CONTRACT.

III. STATEMENT OF SERVICE TO BE PERFORMED:

The Receiving Agency and the NCTTRAC agree to provide services as set forth in the statement of work attached as Exhibit A, Video Teleconferencing Project.

IV. BASIS FOR CALCULATING COSTS:

The basis for calculating reimbursable costs is outlined in the statement of work attached as Exhibit A, Video Teleconferencing Project.

V. CONTRACT AMOUNT:

Equipment and services provided by NCTTRAC under this CONTRACT are provided to the Receiving Agency at no cost.

VI. PAYMENT FOR SERVICES:

The basis for calculating payment for services is outlined in the statement of work attached as Exhibit A, Video Teleconferencing Project.

VII. TERM OF CONTRACT:

This CONTRACT is effective as of the date of the last signature. The CONTRACT will remain in effect until canceled by the parties in accordance with the terms set forth in paragraph VIII below.

VIII. TERMINATION:

This CONTRACT may be terminated by either the Receiving Agency or NCTTRAC upon thirty (30) days written notice or immediately if the prime award is terminated by the Texas

Department of State Health Services (DSHS).

IX. GENERAL PROVISIONS:

1. This CONTRACT is entered into by the duly authorized officials of each respective party.
2. To the extent authorized by the laws and constitution of the State of Texas, NCTTRAC shall not be liable to the Receiving Agency for any lost profits, special, incidental, consequential or punitive damages, whether for breach of any express or implied warranties or otherwise. NCTTRAC does not warrant that services shall be without defect, interruption, or suited for particular purposes. Receiving Agency agrees to work cooperatively with NCTTRAC to maintain services to the best of both parties' abilities.
3. During the term of this CONTRACT and any extensions thereto, the Receiving Agency assumes all liability arising from the use of the video teleconferencing network and associated equipment.
4. In case any other provision hereof should be held to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect any other provision of this CONTRACT, and this CONTRACT shall be construed as if such invalid, illegal or unenforceable provision had never been included in this CONTRACT.
5. It is understood by both parties that each will fulfill its responsibilities under this CONTRACT in accordance with the provisions of law and regulations that govern their activities. Nothing in this CONTRACT is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time either party is unable to perform its functions under this CONTRACT consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other to establish a date for mutual resolution of the conflict up to, and including, forfeiture of the use and return to NCTTRAC those assets described in the statement of work attached as Exhibit A.
6. This CONTRACT constitutes the entire agreement hereto with respect to the subject matter hereof, and supersedes any prior understanding or written or oral agreements between the parties with respect to the subject matter of this CONTRACT. No amendment, modification or alteration of the terms of the CONTRACT shall be binding on either party unless the same is in writing, dated subsequent to the date hereof, and is duly executed by the party against whom enforcement is sought.
7. Each person signing this CONTRACT on behalf of a party hereby confirms for the benefit of the other party to this CONTRACT that any requisite approvals from the governing body of such party have been obtained, and all prerequisites to the execution, delivery and performance hereof have been obtained by or on behalf of that party.
8. Force Majeure - Either party may be excused from performance under this

434

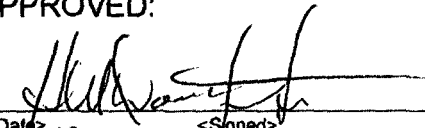
CONTRACT for any period that such party is prevented from performing its obligations in whole or in part as a result of any act of God, war, civil disturbance, epidemic, court order, or other event outside the control of such party, provided the party seeking to be excused has prudently and promptly acted to take any and all reasonable corrective measures that are within such party's control.

9. Neither party has authority for and on behalf of the other except as provided in this CONTRACT. No other authority, power, partnership, use or rights are granted or implied except as provided by Texas and or Federal laws and regulations, and as defined in Exhibit A to this CONTRACT.

10. Neither party may incur any debt, obligation, expense or liability of any kind on behalf of the other party without the other party's express written approval.

X. CONTRACT SIGNATURES:

The UNDERSIGNED CONTRACTING PARTIES bind themselves to the faithful performance of this CONTRACT. It is mutually understood that this CONTRACT shall be effective if signed by a person authorized to do so according to the normal operating procedures of said party. If the governing body of a party is required to approve this CONTRACT, it shall not become effective until approved by the governing body of that party. In that event, this CONTRACT shall be executed by the duly authorized official(s) of the party as expressed in an approving resolution or order of the governing body of said party, a copy of which shall be attached to this CONTRACT.

RECEIVING AGENCY	
NAVARRO COUNTY	
APPROVED AS TO FORM AND LEGALITY:	APPROVED:
ATTEST:	
<Date>	<Date> 12-14-09
<Attorney Signature>	<Signed>
LOWELL THOMPSON	HM DAVENPORT
<Insert Printed Attorney Name Above>	<Insert Printed Authorized Signatory Name Above>
NAVARRO COUNTY DA	NAVARRO COUNTY JUDGE
<Insert Printed Attorney Agency if Applicable Above>	<Insert Printed Signatory Title Above>
PERFORMING AGENCY	
NORTH CENTRAL TEXAS TRAUMA REGIONAL ADVISORY COUNCIL	
APPROVED AS TO FORM AND LEGALITY:	APPROVED:
ATTEST:	

435

<Date> <i>1/20/10</i> <Attorney Signature> <i>[Signature]</i>	<Date> <i>28 Jan 10</i> <Signed> <i>[Signature]</i>
<Insert Printed Attorney Name Above> <i>William P. Reinhardt</i>	<Insert Printed Authorized Signatory Name Above> Hendrik J. Antonisse
<Insert Printed Attorney Agency if Applicable Above> <i>General Counsel</i>	< Insert Printed Signatory Title Above> Executive Director

EXHIBIT A

VIDEO TELECONFERENCING PROJECT

I. Purpose of Agreement

It is the purpose of this CONTRACT to establish a cooperative and mutually beneficial relationship between the parties and to set forth the relative responsibilities of the parties as they relate to the utilization of video teleconferencing equipment purchased with Hospital Preparedness Program (HPP) funds by the North Central Texas Trauma Regional Advisory Council (NCTTRAC).

II. Program Description

The Video Teleconferencing (VTC) Project improves regional health and medical response capacity by providing video teleconferencing equipment for communications between regional and local emergency operations centers, and selected acute care facilities, and provides a redundant communications medium for response officials during emergencies. Additionally, the VTC provides a communications system for remote attendance at those training events and meetings that may be broadcast over the VTC system. NCTTRAC owns and maintains the video bridge that acts at the "hub" of the system. Receiving Agencies holding the VTC unit must connect to the NCTTRAC server via the internet, and may also connect with other compatible systems. The NCTTRAC bridge is capable of supporting up to 80 simultaneous connections under the current configuration.

VTC units are comprised of a Tandberg Edge 95 videoconference CODEC, a Tandberg 720P high definition PTZ camera, a 50" plasma monitor, a firewall traversal system, and a cart mounting system. Total acquisition value of this equipment package is \$13,600.

Minimum system standards that must be met by the Receiving Agency include:

- Provision of at least one internal IP address. Two IP addresses are preferred.
- IP network connection of 100 Mbps, full duplex LAN connection.
- Network latency of 50ms or lower.
- Minimum of 1 Mbps synchronous bandwidth from an internet service provider.
- Access to an internet service provider that is free of internet proxy server.

436

- Port 443 must be open on firewall.
- Network saturation of 70% or lower.

NCTTRAC has provided, and will coordinate VTC system maintenance through August 21, 2010. Certain warranty provisions may apply. Maintenance contracts may be extended as permitted under Hospital Preparedness Program guidelines and as funding permits. Receiving Agency may be asked to support or share maintenance costs after this date if program guidelines or funding constraints preclude NCTTRAC provision of maintenance contract.

VTC systems and units are regional assets. The Receiving Agency is considered the "Owner" of the VTC unit and holds title to the VTC unit during the term of this CONTRACT and subject to applicable state and federal laws regarding its return upon termination of this CONTRACT.

Jurisdictions, hospitals, and other health and medical partners may request access to the VTC unit for the purpose of attending training or regional meetings that are broadcast over the system, or to participate in disaster communications.

The Receiving Agency will provide technical support for the daily operation of the VTC unit.

Determination and resolution of configuration and installation issues must be completed prior to shipment of the equipment and installation by NCTTRAC's vendor. Conduct of this configuration analysis may be via meeting or conference call, as mutually agreed by both parties.

NCTTRAC must approve all VTC system and unit configuration changes.

III. Purpose

The VTC supports regional preparedness, meetings, training, response, and recovery operations. The system may be used to connect Emergency Operation Centers (EOC's), Hospitals and Public Health Agencies to one another during an emergency or may be used to connect to the NCTTRAC for training events and meetings

IV. Responsibilities of the Parties Under Agreement

In consideration of the mutual aims, desires and promises of the parties to this CONTRACT, and, in recognition of the public benefit to be derived from effective implementation of the programs involved, the parties agree that their responsibilities under this CONTRACT shall be as follows:

1. The Receiving Agency shall:

- a. Sign the Texas Department of State Health Services Non-Expendable Personal

437

- Property Report Form (Form GC-11) and Property Transfer Record when the VTC unit is acquired from NCTTRAC.
- b. Provide appropriate secure location for the VTC unit.
 - c. Make the VTC unit available for use during exercises and emergencies.
 - d. Designate personnel that will provide technical support for the operation and repair of the VTC unit. Make such personnel available for system training as coordinated with NCTTRAC.
 - e. Provide access to the VTC unit to NCTTRAC and designated agents for the purpose of life-cycle maintenance / replacement of VTC components, and provide staff support during such periods.
 - f. Conduct an annual or special inventory of all VTC assets and provide results upon request to NCTTRAC. Regular inventories will be conducted by August 31st annually.
 - g. Notify NCTTRAC if replacement or repair of damaged or non-functional equipment is required.
 - h. Implement a control system to ensure adequate safeguards against loss, damage or theft. Any loss, damage, or theft of property must be investigated, fully documented, and promptly reported to NCTTRAC.
 - i. Maintain insurance or other means of replacing the VTC unit. The Receiving Agency will provide NCTTRAC a document reflecting that it holds such insurance or other means of replacing the VTC unit. Indicate that such insurance or other means of replacing the VTC unit is evident by completion and return to NCTTRAC of Attachment (1) to this Exhibit, Affidavit of Insurance or Other Means of Replacement. If insurance is provided by a third party policy, Receiving Agency will provide to NCTTRAC a copy of the Certificate of Insurance.
 - j. Be responsible for repair / replacement of VTC equipment items that are broken, damaged, or missing due to misuse, negligence, theft or become unusable outside of normal lifespan expectations.
 - k. Maintain transfer of custody documents and equipment inventories, and ensure that all assets are appropriately accounted for such transfer occurs.
 - l. Maintain VTC equipment in original configuration as installed. Request pre-approval for desired configuration changes from NCTTRAC.
 - m. The Receiving Agency will provide NCTTRAC a document reflecting agency points of contact for this project. Information will be returned to NCTTRAC using Attachment (2) to this Exhibit, Video Teleconference Equipment Support Assignments.

2. NCTTRAC shall:

- a. Allow the VTC unit to remain in the possession of the Receiving Agency with the understanding that the Receiving Agency will commit to its responsibilities as outlined in this CONTRACT.
- b. Monitor the performance of the Receiving Agency in regards to performance under this CONTRACT and advise the Receiving Agency of any and all concerns regarding performance.
- c. Conduct an annual or special inventory of all equipment and provide results to the Texas Department of State Health Services (DSHS) or as required by special audit.

438

- NCTTRAC will provide to the Receiving Agency electronic and hard copies of inventory and inventory reporting documents to support the conduct of inventories and audits.
- d. Provide assistance in securing and arranging for technical support for VTC operations and repair, and for support of use during disasters.
 - e. Facilitate vendor installation of equipment at site designated by Receiving Agency, and facilitate training to the Receiving Agency and its key personnel. NCTTRAC will host training events to familiarize key personnel within the Agency. NCTTRAC will coordinate training via equipment or desktop sharing with the VTC vendor upon request by the Agency.
 - f. Control all VTC system and unit configuration changes to ensure system interoperability and functionality.

----- End of Exhibit A -----

AFFIDAVIT OF INSURANCE OR OTHER MEANS OF REPLACEMENT VIDEO TELECONFERENCING PROJECT

Receiving Agency:	Navarro County
Address:	300 W 3 rd Ave
City, State, Zip code	Corsicana, TX 75110

In accordance with Section IV, paragraph 1(i), of Exhibit (A) to the Video Teleconferencing Project Interlocal Cooperation Contract,

I, KATHY HOLLOMAN, hereby swear or affirm that

NAVARRO COUNTY holds the required amount of

insurance, or other means of replacement, for the total value of the Video Teleconferencing Unit.

Check box if insurance is provided by a third party

Check box if Receiving Agency is self-insured

ATTEST:

Kathy B. Hollomon
< Insert Signature Above >

439

Kathy B. Hollomon
< Insert Printed Signatory Name Above >

Navarro County Auditor
< Insert Printed Signatory Title Above >

12/15/2009
< Insert Date of Signature Above >

Third Party insurance certificate is attached

Return form(s) to: NCTTRAC

600 Six Flags Drive, Suite 160

Arlington, TX 76011

VIDEO TELECONFERENCE EQUIPMENT SUPPORT ASSIGNMENTS

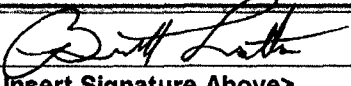
Receiving Agency:	NAVARRO COUNTY
Address:	300 W 3 rd Ave.
City, State, Zip code:	Corsicana, TX 75110

In accordance with Section IV, paragraph 1(m), of Exhibit (A) to the Video Teleconferencing Project, support staff is assigned as follows:

PRIMARY POINT OF CONTACT	
Name:	Eric Ryan Meyers
Organization Name:	Navarro County OEM
Work Phone Number:	903-875-3315
Cell Phone Number:	903-654-3396

440

Email address:	<u>ermeyers@navarrocountyoem.org</u>
SECONDARY POINT OF CONTACT	
Name:	Brett Latta
Organization Name:	Navarro County SO
Work Phone Number:	903-654-3002
Cell Phone Number:	903-654-7891
Email address:	<u>belatta@swbell.net</u>


< Insert Signature Above >
BRETT LATTA
< Insert Printed Signatory Name Above >
CAPTAIN NAVARRO CTY SHERIFF OF.
< Insert Printed Signatory Title Above >
12-15-09
< Insert Date of Signature Above >

Return form(s) to: NCTTRAC
600 Six Flags Drive, Suite 160
Arlington, TX 76011

RISK MANAGEMENT POOL

CERTIFICATE OF PROPERTY COVERAGE

The Texas Association of Counties Risk Management Pool is created to enable each county or county-related governmental entity to provide self insurance coverage against physical damage claims. The specified county or county related governmental entity participates in this Fund under an agreement pursuant to the provisions of and operates under the Chapter 791, Texas Government Code Annotated.

NAME AND ADDRESS OF COVERED COUNTY:

Navarro County
300 West Third Avenue, Suite 14
Corsicana, TX 75110

Coverage Agreement No.: PR 1750 2008 07 01

Coverage Period: 1/5/2010 to 7/1/2010

PROPERTY

Includes the following coverages:

All risk of physical loss subject to coverage terms, exclusions and conditions.

Actual cash value

Deductible: \$5,000


With respect to the following property:

Medical Cache and Video Teleconferencing Equipment

Total Value: \$127,600

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the Pool. The certificate does verify that coverage has been placed in force for the period indicated above. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage provided by the Pool described herein is subject to all the terms, exclusions and conditions of the coverage document issued by the Pool. The coverage is primary without right of contribution from any insurance carried by any additional insured. Should any of the above described coverage be altered or cancelled the Pool will endeavor to mail ten days written notice to the certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

Certificate Holder
North Central Texas Trauma Regional Advisory Council
600 Six Flags Dr
Suite 160
Arlington, TX 76011


Authorized Representative
Texas Association of Counties
1210 San Antonio St.
Austin, TX 78701-1834
(512) 478-8753

Certificate Issued
Tuesday, January 05, 2010

2009
Downtown Reinvestment Tax Credit
Corsicana, Navarro County, Texas

<i>Property Address</i>	<i>Property Owner</i>	<i>Maximum County Tax Credit</i>
405 North Beaton	<i>Oswaldo Xolapa</i>	<i>\$ 213.86</i>
309 North Beaton	<i>Lowell Dunn & Carrie Kindle</i>	<i>\$ 336.05</i>
101 North Beaton	<i>Jon Bruegl</i>	<i>\$ 3149.90</i>
226 North Commerce	<i>Keith Berry</i>	<i>\$ 262.09</i>
316 North Main	<i>Alexander Yukon</i>	<i>\$ 672.70</i>
122 North Beaton	<i>Dan & Tabitha Wilkes</i>	<i>\$ 239.36</i>
214 North Beaton	<i>Paul & Rebecca Tomberlin</i>	<i>\$ 316.04</i>
202 North Beaton	<i>Carolyn & John Yates</i>	<i>\$ 374.18</i>
	<i>Total City Tax Credit</i>	<i>\$5564.18</i>