

NAVARRO COUNTY COMMISSIONER'S COURT

A SPECIAL MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON MONDAY THE, 23RD DAY OF AUGUST, 2010 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. 10:02 A.M. MOTION TO CONVENE BY HERRINGTON SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED
2. OPENING PRAYER BY COMMISSIONER HERRINGTON
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENTS-NO COMMENTS

CONSENT AGENDA

MOTION TO APPROVE CONSENT AGENDA ITEMS 5 -6 BY HOLT SEC
BY WARREN
ALL VOTED AYE MOTION CARRIED

5. APPROVE THE MINUTES FROM THE PREVIOUS MEETING OF AUGUST 9TH, 2010, AUGUST 16TH, 2010 AND AUGUST 20TH, 2010
6. APPROVE AND PAY BILLS AS SUBMITTED BY COUNTY AUDITOR

REGULAR AGENDA

7. PUBLIC HEARING UNDER AUTHORITY OF CHAPTER 366, TEXAS HEALTH AND SAFETY CODE, TO CONSIDER THE REGULATION OF ON-SITE SEWAGE FACILITIES IN NAVARRO COUNTY, TEXAS TO PREVENT POSSIBLE POLLUTION OR INJURY TO PUBLIC HEALTH

MOTION TO APPROVE REGULATION OF ON-SITE SEWAGE FACILITIES IN NAVARRO COUNTY BY HERRINGTON SEC BY WARREN
ALL VOTED AYE MOTION CARRIED **TO WIT PG 282-288**

8. MOTION TO APPROVE LINE-ITEM CHANGE \$1500 FROM UNIFORM 213-613-426 TO 213-613-114 PART TIME HELP, PCT.3 BY WARREN SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED

9. MOTION TO APPROVE BORING COUNTY ROADS BY CHATFIELD WATER CORPORATION, JERRY FONTAINE BY HOLT SEC BY HERRINGTON **TO WIT PG 289-290**
ALL VOTED AYE MOTION CARRIED
10. MOTION TO APPROVE RAIL CROSSING CLOSURE AT CORD SE 1230 (DOT NO. 597211W) RR MILEPOST 234.26 FOR CLOSURE BY WARREN SEC BY OLSEN **TO WIT PG 291-293**
VOTED AYE HOLT, WARREN, OLSEN, JUDGE DAVENPORT
VOTED NO HERRINGTON MOTION CARRIED
11. MOTION TO APPROVE INTERLOCAL AGREEMENT BETWEEN THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS AND NAVARRO COUNTY FOR E9-1-1 SERVICES, EQUIPMENT, ADDRESSING AND DATABASE MAINTENANCE BY HOLT SEC BY WARREN
ALL VOTED AYE MOTION CARRIED **TO WIT PG 294-337**
12. MOTION TO APPROVE TERMINATING (DO NOT RENEW) CONTRACT WITH UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON AND NAVARRO COUNTY INDIGENT HEALTH BY JUDGE DAVENPORT SEC BY WARREN
ALL VOTED AYE MOTION CARRIED
13. MOTION TO APPROVE TREASURER'S CASH AND INVESTMENT REPORT FOR JULY, 2010 BY OLSEN SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED **TO WIT PG 338**
14. MOTION TO APPROVE SELECTION OF SALARY GRIEVANCE COMMITTEE MEMBERS AND DRAWING NAMES OF MEMBERS OF PUBLIC WHO WILL SERVE BY OLSEN SEC BY WARREN
ALL VOTED AYE MOTION CARRIED **TO WIT PG 339**
15. MOTION TO APPROVE CONTRACT FOR SERVICES WITH PUBLIC MANAGEMENT FOR THE TDHCA HOME PROGRAM BY OLSEN SEC BY WARREN
ALL VOTED AYE MOTION CARRIED
16. MOTION TO APPROVE MODIFICATION 2 TO HIDTA GRANT NUMBER G10NT0001A BY HERRINGTON SEC BY WARREN **TO WIT PG 340-346**
ALL VOTED AYE MOTION CARRIED

17. MOTION TO APPROVE RENEWAL OF 2010 MEMORANDUM OF AGREEMENT BETWEEN THE NORTH TEXAS HIDTA EXECUTIVE BOARD, NAVARRO COUNTY, TEXAS AND LANCE SUMPTER FOR SUBSEQUENT 12 MONTH TERM AS THE DIRECTOR OF THE NORTH TEXAS HIDTA PROGRAM BY OLSEN SEC BY WARREN
ALL VOTED AYE MOTION CARRIED

18. MOTION TO APPROVE XEROX CONTRACTS BY HERRINGTON SEC BY HOLT
ALL VOTED AYE MOTION CARRIED **TO WIT PG 347-354**

19. MOTION TO OPEN ANNUAL BIDS AND CONSIDERATION OF AWARDING ANNUAL REQUIREMENTS CONTRACTS FOR AUTO PARTS, CULVERTS, FUEL, BRIDGES, ROAD MATERIALS AND HAULING AND MOTION TO ACCEPT ALL BIDS EXCLUDING READY MIX FOR USE IN EMERGENECY SITUATION BYHERRINGTON SEC HOLT
ALL VOTED AYE MOTION CARRIED **TO WIT PG 355-361**

20. MOTION TO APPROVE BUDGET ADJUSTMENT REQUEST FROM PRECINCT 3 COMMISSIONER TO MOVE \$20,000 FROM BRIDGE MATERIAL (213-613-377) TO REPAIRS AND MAINTENANCE (213-613-445) BY WARREN SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED

21. MOTION TO GO INTO EXECUTIVE SESSION PURSUANT TO THE TEXAS GOVERNMENT CODE SECTION 551.074 TO DISCUSS PERSONNEL BY HOLT SEC BY WARREN
ALL VOTED AYE MOTION CARRIED

MOTION TO COME OUT OF EXECUTIVE SESSION BY HERRINGTON SEC BY HOLT
ALL VOTED AYE MOTION CARRIED

22. MOTION TO TAKE ACTION ON THE EXECUTIVE SESSION TO DISCUSS PERSONNEL BY APPROVING THE PROPOSED SALARIES OF ELECTED OFFICIAL WITH THE CONSTABLE OF PRECINCT 1 \$15,000 AND PRECINCT 4 \$17,000 BY HERRINGTON SEC BY HOLT
VOTED AYE- JUDGE DAVENPORT, HOLT, AND HERRINGTON
VOTED NO- WARREN AND OLSEN **TO WIT PG 356**
MOTION CARRIED 3-2 VOTE

23. MOTION TO RECESS UNTIL 2:00 P.M. BY HOLT SEC BY WARREN
ALL VOTED AYE MOTION CARRIED
24. MOTION TO COME OUT OF RECESS AND GO INTO BUDGET
WORKSHOP BY HOLT SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED
BUDGET WORKSHOP DISCUSSED
MOTION TO RECESS UNTIL 2:00 P.M. TUESDAY AUGUST 24, 2010 BY
HOLT SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED

MOTION TO COME OUT OF RECESS BY HOLT SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED
BUDGET WORKSHOP DISCUSSED

MOTION TO RECESS UNTIL 2:00 P.M. WEDNESDAY AUGUST 25, 2010
BY HOLT SEC BY WARREN
ALL VOTED AYE MOTION CARRIED

MOTION TO COME OUT OF RECESS BY HERRINGTON SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED JUDGE MADE NOTE
COMMISSIONER HOLT WAS NOT HERE TODAY TAKING HER FATHER
TO DOCTOR APPOINTMENT

BUDGET WORKSHOP
PRESENTATION FOR INDIGENT HEALTH CARE INFORMATION

25. MOTION TO ADJOURN BY OLSEN SEC BY WARREN
ALL VOTED AYE MOTION CARRIED

I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE
FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE
COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR AUGUST 23,
2010.

SIGNED 23 DAY OF AUGUST, 2010.


SHERRY DOWD, COUNTY CLERK



#7

282

COUNTY OF NAVARRO §

STATE OF TEXAS §

AFFIDAVIT

Before me, the undersigned authority, personally appeared who, being by me duly sworn, and deposed as follows:

-My name is Sherry Dowd, I am of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

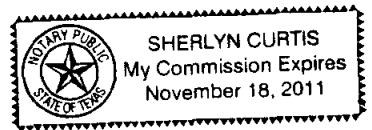
I am the custodian of the records of the County Clerks Office for the County of Navarro, Texas. Attached hereto are six (6) pages of records known as On-Site Sewage Facilities Order. The records are kept by me as County Clerk, County of Navarro, in the regular course of business with knowledge of the act, event, condition, opinion, or diagnosis, recorded to make the record or to transmit information thereof to be included in such record; and the record was made at or near the time or reasonably soon thereafter. The record attached hereto is the original or exact duplicate of the official record.

Sherry Dowd

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared Sherry Dowd, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25 day of August 2010.

(SEAL)



Sherlyn Curtis
Notary/Public, State of Texas
My commission expires:

**ORDER ADOPTING RULES OF NAVARRO COUNTY, TEXAS
FOR ON-SITE SEWAGE FACILITIES
PREAMBLE**

WHEREAS, the Texas Commission on Environmental Quality (TCEQ) has established Rules for on-site sewage facilities to provide the citizens of this State with adequate public health protection and a minimum of environmental pollution; and

WHEREAS, the Legislature has enacted legislation, codified as Texas Health and Safety Code (THSC), Chapter 366, which authorizes a local government to regulate the use of on-site sewage facilities in its jurisdiction in order to abate or prevent pollution or injury to public health arising out of the use of on-site sewage facilities; and

WHEREAS, due notice was given of a public meeting to determine whether the Commissioners Court of Navarro County, Texas should enact an order controlling or prohibiting the installation or use of on-site sewage facilities in the County of Navarro, Texas; and

WHEREAS, the Commissioners Court of Navarro County, Texas finds that the use of on-site sewage facilities in Navarro County, Texas is causing or may cause pollution, and is injuring or may injure the public health; and

WHEREAS, the Commissioners Court of Navarro County, Texas has considered the matter and deems it appropriate to enact an Order adopting Rules regulating on-site sewage facilities to abate or prevent pollution, or injury to public health in Navarro County, Texas.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF NAVARRO COUNTY, TEXAS:

SECTION 1. THAT the matters and facts recited in the preamble hereof are hereby found and determined to be true and correct;

SECTION 2. THAT the use of on-site sewage facilities in Navarro County, Texas is causing or may cause pollution or is injuring or may injure the public health;

SECTION 3. THAT an Order for Navarro County, Texas be adopted entitled "On-Site Sewage Facilities", which shall read as follows:

AN ORDER ENTITLED ON-SITE SEWAGE FACILITIES

SECTION 4. CONFLICTS.

This Order repeals and replaces any other On-site Sewage Facility (OSSF) Order for Navarro County.

SECTION 5. ON-SITE SEWAGE FACILITY REGULATION AND ENFORCEMENT

The County of Navarro, Texas clearly understands that there are technical criteria, legal requirements, and administrative procedures and duties associated with regulating on-site sewage facilities, and will fully enforce Chapter 366 of the THSC and Chapters 7 and 37 of the Texas Water Code (TWC), and associated rules referenced in Section 8 of this Order.

SECTION 6. AREA OF JURISDICTION.

The Rules shall apply to all the area lying in Navarro County, Texas, except for the area regulated under an existing Rule and the areas within incorporated cities.

SECTION 7. ON-SITE SEWAGE FACILITY RULES.

Any permit issued for an on-site sewage facility within the jurisdictional area of Navarro County, Texas must comply with the Rules adopted in Section 8 of this Order.

SECTION 8. ON-SITE SEWAGE FACILITY RULES ADOPTED.

The Rules, Title 30 Texas Administrative Code (TAC) Chapter 30, Subchapters A and G, and Chapter 285, promulgated by the TCEQ for on-site sewage facilities are hereby adopted, and all officials and employees of Navarro County, Texas having duties under said Rules are authorized to perform such duties as are required of them under said Rules.

SECTION 9. INCORPORATION BY REFERENCE.

The Rules, 30 TAC Chapter 30, Subchapters A and G, and Chapter 285 and all future amendments and revisions thereto are incorporated by reference and are thus made a part of these Rules.

SECTION 10. AMENDMENTS.

The County of Navarro, Texas wishing to adopt more stringent Rules for its OSSF Order understands that the more stringent local Rule shall take precedence over the corresponding TCEQ requirement. Listed below are the more stringent Rules adopted by Navarro County, Texas:

To provide greater public health and safety,

(A) TEN ACRE EXEMPTION

Persons in Navarro County, regardless of the amount of land owned, on which a private on-site sewage facility is to be utilized, shall obtain a permit from the licensing authority prior to beginning the installation, construction, substantial alteration and/or repair of an on-site sewage facility. All private on-site sewage facilities shall be constructed or installed according to 30 TAC 285 Rules.

(B) RESIDENTIAL

All habitable structures occupied any part of the day or night shall be connected to an approved sewage disposal system.

(C) NONRESIDENTIAL

All Commercial, Institutional, Multi-unit residential development or Recreational Vehicle Parks occupied any part of the day or night shall be connected to an approved sewage disposal system.

(D) SEPTIC SYSTEM INSTALLATIONS

No home owner installations allowed. All on-site sewage facilities shall be constructed and/or installed by individual(s) licensed, registered and approved by the Texas Commission on Environmental Quality.

(E) NUISANCE ABATEMENT

The owner of a malfunctioning OSSF shall initiate repair no later than the 10th day after the date which the owner was notified by the Designated Representative.

(F) MINIMUM LOT SIZES

- (1) Platted or unplatted subdivisions served by a private water supply.
Subdivisions of single family dwellings platted or created after the effective date of this section, served by a public water supply and using individual OSSFs for sewage disposal shall have lots of at least 1 acre.
- (2) Platted or unplatted subdivisions served by a private water well.
Subdivisions of single family dwellings platted or created after the effective date of this section, served by private water well and using individual OSSFs for sewage disposal shall have lots of at least 2 acres.
- (3) All Commercial, Institutional, Multi-unit residential development or Recreational Vehicle Parks platted or created after the effective date of this section, using individual OSSFs for sewage disposal shall have lots of at least 2 acres.

(G) MAINTENANCE OF OSSF UTILIZING SECONDARY TREATMENT

- (1) Effective after the established date of this section, all On-Site Sewage Facilities utilizing secondary treatment shall be required to have a valid maintenance contract on that system.
- (2) All contracted maintenance of an OSSF shall be conducted by a certified maintenance provider.
- (3) There shall be no homeowner/property owner maintenance of an OSSF requiring secondary treatment unless homeowner/property owner:
 - (a) Holds a valid maintenance provider certification issued by TCEQ or,
 - (b) Provides documentation of completing and passing a basic TCEQ approved OSSF training course entailing the operation, maintenance, testing and reporting or,
 - (c) Holds a valid Wastewater Class D license or higher wastewater treatment license or,
 - (d) Provides documentation that the homeowner/property owner was trained and approved between September 1, 2005 and August 30, 2007 to conduct maintenance through an individual, licensed and registered by TCEQ, under the training requirements included in HB 2510 [79(R)], and that the homeowner/property owner is currently conducting maintenance on their own aerobic treatment system that was in place prior to August 30, 2007.
- (4) In addition to the Texas Administrative Code, Title 30, Part 1, Chapter 285, Subchapter A, Rule §285.7 Maintenance Requirements: Maintenance Reports submitted to the Authorized Agent shall at a minimum contain;
 - (a) Property Owner's name.
 - (b) A valid 9-1-1 address issued by Navarro County.
 - (c) OSSF License Number issued by the Authorized Agent.
 - (d) Maintenance Contract beginning and expiration dates.
 - (e) Date and time of inspection.
 - (f) Contact information for property owner.
- (5) All Aerobic/Surface application OSSFs shall have timers to be set to activate between the hours of 1:00 AM and 5:00 AM.

(H) TEMPORARY FACILITIES

Portable Toilets (Porta-Cans) may only be used on a temporary basis during the initial phases of construction of a residence but not to exceed 30 days. Upon the 31st day Navarro County shall consider the Portable Toilet a nuisance and the homeowner/property owner will receive notice to abate the nuisance within 10 days. Failure to abate will result in a Class C Misdemeanor. Exceptions may be considered and determinations will be made on a case by case basis.

(I) RE-INSPECTION FEES

Upon construction of an on-site sewage facility, if the on-site sewage facility fails the inspection, a re-inspection fee set by the Authorized Agent shall be assessed to the installer of record each time a re-inspection is required.

SECTION 11. DUTIES AND POWERS.

The OSSF Designated Representative (DR) (30 TAC § 285.2(17)) of Navarro County, Texas, must be certified by the TCEQ before assuming the duties and responsibilities.

SECTION 12. COLLECTION OF FEES.

All fees collected for permits and/or inspections shall be made payable to Navarro County, Texas. A fee of \$10 will also be collected for each on-site sewage facility permit to be paid to the On-Site Wastewater Treatment Research Council as required by the THSC, Chapter 367.

SECTION 13. APPEALS.

Persons aggrieved by an action or decision of the designated representative may appeal such action or decision to the Commissioners Court of Navarro County, Texas.

SECTION 14 ENFORCEMENT PLAN

The County of Navarro, Texas clearly understands that, at a minimum, it must follow the requirements in 30 TAC § 285.71 Authorized Agent Enforcement of OSSFs.

This Order adopts and incorporates all applicable provisions related to on-site sewage facilities, which includes, but is not limited to, those found in Chapters 341 and 366 of the THSC, Chapters 7, 26, and 37 of the TWC and 30 TAC Chapter 30, Subchapters A and G, and Chapter 285.

SECTION 15. SEVERABILITY

It is hereby declared to be the intention of the Commissioners Court of Navarro County, Texas, that the phrases, clauses, sentences, paragraphs, and sections of this Order are severable, and if any phrase, clause, sentence, paragraph, or section of this Order should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Order, since the same would have been enacted by the Commissioners Court without incorporation in this Order of such unconstitutional phrases, clauses, sentences, paragraphs, or sections.

SECTION 16. RELINQUISHMENT OF ORDER

If the Commissioners Court of Navarro County, Texas decides that it no longer wishes to regulate on-site sewage facilities in its area of jurisdiction, the Commissioners Court, as the authorized agent, and the TCEQ shall follow the procedures outlined in 30 TAC § 285.10 (d) (1) through (4).

After relinquishing its OSSF authority, the authorized agent understands that it may be subject to charge-back fees in accordance with 30 TAC § 285.10 (d) (5) and §285.14 after the date that delegation has been relinquished.

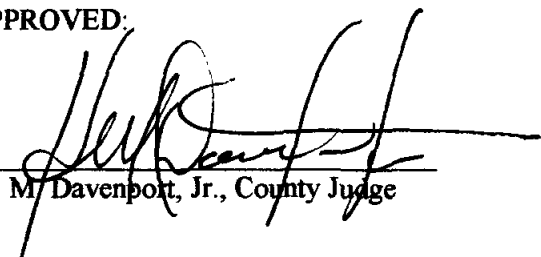
SECTION 17. EFFECTIVE DATE.

This Order shall be in full force and effect from and after its date of approval as required by law and upon the approval of the TCEQ.

AND IT IS SO ORDERED:

PASSED AND APPROVED THIS 24 DATE OF August, 2010.

APPROVED:



H. M. Davenport, Jr., County Judge



ATTEST:



Sherry Dowd, County Clerk

#9

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PERMIT TO USE NAVARRO COUNTY ROAD RIGHTS OF WAY FOR CONSTRUCTION OF WATER LINES

Chatfield Water Supply Corporation, a Texas non-profit corporation, whose mailing address is P.O. Box 158, Powell, Texas 75153, hereinafter referred to as "Chatfield WSC" does hereby apply for a permit to utilize the rights of way of Navarro County Roads as hereinafter provided:

I.

Chatfield WSC is a Texas non-profit corporation formed for the purpose of furnishing a water supply for general farm use and domestic purposes to individuals residing in and around the rural communities of Chatfield, Powell, Rohne, Bazzett, and the City of Kerens, and the surrounding rural areas.

II.

Chatfield WSC will construct, operate and maintain additional water lines not greater than twelve inches (12") in diameter to cause water to be delivered for general farm use and domestic purposes to individuals residing in and around the rural communities of Chatfield, Powell, Rohne, Bazzett, and the City of Kerens, and the surrounding rural areas. Some of the water lines will be located along and under the Navarro County Roads as highlighted on the project map.

III.

Chatfield WSC will construct, operate and maintain the water lines in a good and workmanlike manner, in compliance with the highest standards of water line construction and in accordance with all applicable laws and regulations.

IV.

Chatfield WSC will construct the water lines to a depth so as not to interfere with the continued maintenance of the County Roads, which depth is estimated to be three (3) feet below the ditch line. Chatfield WSC will properly backfill the trenches and restore the surface to the same conditions, or better, as it was prior to Chatfield WSC's construction of the water lines.

V.

Chatfield WSC understands and agrees that its use of the rights of way of the County Roads shall be limited exclusively to the purpose designated herein and should Navarro County reasonably determine that the continued operation of the water lines interferes with the continued maintenance of the County Roads, Chatfield WSC will remove and relocate the water lines at its sole cost and expense.

VI.

Chatfield WSC hereby agrees to indemnify and hold Navarro County, its officials and affiliated agencies, harmless of any and all claims of personal injury (including death), damage to equipment, supplies or personal property or any other claims which may arise by virtue of Chatfield WSC use of the rights of way for the construction, operation and maintenance of the water lines by Chatfield WSC .

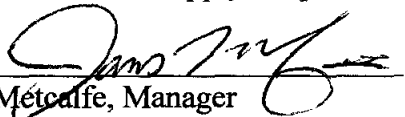
By execution hereof in the spaces provided below Chatfield WSC , does hereby apply for a permit as herein above provided and Navarro County does hereby grant a permit to Chatfield WSC under premises and under the conditions as herein above provided.

DATED this day of , 2010

Navarro County, Texas

BY: _____
H.M. Davenport, County Judge

Chatfield Water Supply Corporation

BY: 
Jim Metcalfe, Manager
Chatfield Water Supply Corporation

210

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NAVARRO COUNTY
300 West 3rd Avenue
Corsicana, Texas 75110

RESOLUTION NO. 2010-08

**A RESOLUTION CALLING FOR THE CLOSING OF THE RAILROAD CROSSING
LOCATED ON COUNTY ROAD SE1230 (DOT NO. 597211W)
RAILROAD MILEPOST 224.26
SOUTH OF NAVARRO
IN NAVARRO COUNTY, TEXAS**

WHEREAS, the BNSF Railway Company and Navarro County, Texas have joined together to consolidate redundant and unnecessary street/railroad crossings; and

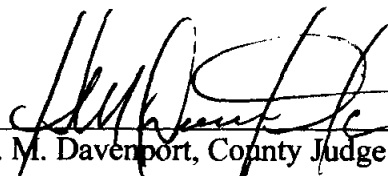
WHEREAS, Navarro County met in regular session on August 23, 2010 and there discussed and approved the railroad crossing closure at County Road SE1230 in the County Limits;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE COMMISSIONERS COURT OF NAVARRO COUNTY, TEXAS, that the County Road SE1230 (DOT No. 597211W) crossing be permanently closed to vehicular traffic and vacated at the time the County removes both roadway approaches and re-establishes the natural ditch-lines or other appropriate end-of-road treatment.

In exchange for the crossing closure, BNSF will provide a \$50,000 donation to the County.

Passed and approved the 23rd DAY OF August, 2010.





H. M. Davenport, County Judge

ATTEST: Sherry Gourd

2010-08

AGREEMENT
RAILROAD HIGHWAY GRADE CROSSING CLOSURE
COUNTY ROAD SE1230 GRADE CROSSING
DOT NO. 597211W, RAILROAD MILEPOST 224.26
SOUTH OF NAVARRO, TEXAS IN NAVARRO COUNTY

THIS AGREEMENT, made and entered into by and between the BNSF RAILWAY COMPANY, hereinafter referred to as the "Railroad", and the COUNTY OF NAVARRO, TEXAS, hereinafter referred to as the "County".

WITNESSETH:

WHEREAS, elimination of a grade crossing by closing the road includes the abandonment and permanent vacating of roadway right-of-way across the railroad right-of-way, and

WHEREAS, the Railroad agrees to pay the County Fifty Thousand dollars and no cents (\$50,00.00) for eliminating crossing DOT No. 597211W by closing the road, and

WHEREAS, the County in cooperation with the Railroad will permanently close the County Road SE1230 grade crossing DOT No. 597211W, and

WHEREAS, the County will remove both roadway approaches, re-establish the natural ditch lines, and install the appropriate end-of-road treatment at the CR SE1230 crossing located at Railroad milepost 224.26, and

WHEREAS, the Railroad will remove the railroad crossing surfaces and warning devices.

NOW THEREFORE, in consideration of these facts, the parties hereto agree as follows:

SECTION 1: County after having executed this agreement, and after taking all actions necessary to permanently close and vacate the County Road SE1230 Public Crossing DOT No. 597211W and easement across the Railroad's property, and after removing both roadway approaches and installing the appropriate end-of-road treatment – no closer than 50 feet to nearest rail, will submit a statement (including County's Tax ID #) in the amount of Fifty Thousand dollars and no cents (\$50,000.00) to the Railroad. County should contact BNSF Roadmaster at 254-739-2851 in advance of removing roadway approaches to coordinate scheduling of work next to tracks.

SECTION 2: The Railroad hereby agrees to pay the County the sum of Fifty Thousand dollars and no cents (\$50,000.00), upon the receipt of the above mentioned statement.

SECTION 3: The Railroad further agrees to remove to remove the railroad crossing surfaces and crossbuck signs that currently exist on the Railroad's right-of-way, upon the receipt of the above mentioned statement.

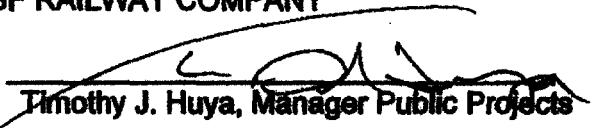
SECTION 4: The County agrees to own and maintain their end-of-road treatment.

SECTION 5: The County agrees, by the above consideration received that this crossing will remain closed and will not be re-opened by the County.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as the dates below indicated.

EXECUTED by the Railroad this 26th day of AUGUST, 2010

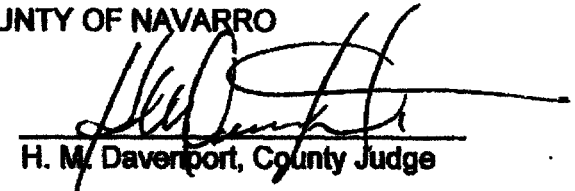
BNSF RAILWAY COMPANY

By: 
Timothy J. Huya, Manager Public Projects

Title: Manager Public Projects

EXECUTED by the County this 23rd day of August, 2010

COUNTY OF NAVARRO

By: 
H. M. Davenport, County Judge

WITNESS: Sherry Dowd
County Clerk

#11

**INTERLOCAL AGREEMENT BETWEEN THE
NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS AND
Navarro County
FOR 9-1-1 SERVICE, EQUIPMENT, ADDRESSING AND DATABASE
MAINTENANCE**

Article 1: Parties & Purpose

- 1.1 The North Central Texas Council of Governments (hereafter NCTCOG) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code. NCTCOG has developed a Strategic Plan (Plan) to establish and maintain 9-1-1 emergency telephone service in State Planning Region 4, and the Commission on State Emergency Communications (CSEC) has approved its current Plan.
- 1.2 Navarro County is a local government that operates one or more Public Service Answering Points (PSAPs) that assist in implementing the Plan as authorized by Chapter 771 of the Health and Safety Code.
- 1.3 Navarro County (hereafter Local Government) is a local government that is authorized to perform addressing activities under the County Road and Bridge Act.
- 1.4 The local government is required to perform database maintenance activities as mandated in CSEC Rule 251.9.
- 1.5 This contract is entered into between NCTCOG and Local Government under Chapter 791 of the Government Code so that Local Government can participate in the enhanced 9-1-1 emergency telephone system in the region and perform database maintenance activities.
- 1.6 The Commission on State Emergency Communications (CSEC or Commission), as authorized by the Health & Safety Code, Chapter 771, is the oversight and funding authority for regional councils implementing 9-1-1 and addressing/addressing maintenance services through local governments.

Article 2: Stipulations

As required by the Contract for 9-1-1 Services executed between NCTCOG and the CSEC, NCTCOG shall execute interlocal agreements between itself and its member local governments relating to the planning, development, operation, and provision of 9-1-1 services, the use of 9-1-1 funds and adherence to applicable law and the Commission on State Emergency Communications rules. At a minimum, the parties to this agreement agree:

- 2.1 To comply with applicable provisions of the State of Texas Uniform Grant Management Standards (UGMS);
- 2.2 That NCTCOG and/or the Commission may withhold, decrease, or seek the return of or reimbursement of 9-1-1 funds in the event that those 9-1-1 funds were used in noncompliance with applicable law and/or CSEC Rules;
- 2.3 That Local Government shall return or reimburse NCTCOG and/or the Commission, as applicable, any 9-1-1 funds used in noncompliance with applicable law and/or CSEC Rules;
- 2.4 That such return or reimbursement of 9-1-1 funds to NCTCOG and/or the Commission, as applicable, shall be made by the Local Government within 60 days after demand by

- NCTCOG or Commission, unless an alternative repayment plan is approved by NCTCOG and then submitted to the Commission for approval;
- 2.5 To comply with the Uniform Grant Management Standards (UGMS), applicable law and/or CSEC Rules, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 funds; in connection with the provisions of 9-1-1 service (9-1-1 equipment);
 - 2.6 To maintain a current inventory of all 9-1-1 equipment consistent with Uniform Grant Management Standards (UGMS), applicable law and/or CSEC Rules;
 - 2.7 To reimburse NCTCOG and/or Commission for damage to 9-1-1 equipment caused by intentional misconduct, abuse, misuse or negligence by PSAP employees or other persons; or acts of nature or war, though this provision shall not include ordinary wear and tear or ordinary day to day use of equipment;
 - 2.8 That NCTCOG and Local Government shall maintain accurate fiscal records and supporting documentation of all 9-1-1 funds distributed to such Local Government and all 9-1-1 funds spent by such Local Government for 9-1-1 service, with specific detail for 9-1-1 funds received or spent relating to database maintenance activities, and consistent with Uniform Grant Management Standards (UGMS), applicable law and/or CSEC Rules, and as approved in NCTCOG's current strategic plan;
 - 2.9 That the Commission or its duly authorized representative and NCTCOG shall have access to and the right to examine all books, accounts, records, files, and/or other papers, or property pertaining to the 9-1-1 service, belonging to or in use by the Local Government or by any other entity that has performed or will perform database maintenance activities;
 - 2.10 To recognize that the Commission reserves the right to perform on-site monitoring of NCTCOG and/or its performing Local Government for compliance with applicable law, and NCTCOG and Local Government agree to cooperate fully with such on-site monitoring;
 - 2.11 To provide a commitment by the Local Government to continue addressing, database maintenance activities and meet the NCTCOG GIS requirements in accordance with the approved Plan (including any approved amendments) as a condition of the receipt of 9-1-1 funds as prescribed by NCTCOG's Strategic Plan.

Article 3: Program Deliverables – 9-1-1 & Database Maintenance/GIS Equipment & Data

Local Government agrees to comply with all applicable law, CSEC Rules and NCTCOG policies, as they pertain to the 9-1-1 Program administered by NCTCOG, in providing the following deliverables to this contract. To the extent that NCTCOG policies are not consistent with applicable law, the applicable law prevails.

Ownership, Transference & Disposition

- 3.1 NCTCOG shall establish ownership of all 9-1-1 and ancillary equipment procured with 9-1-1 funds as defined herein, and located within the Local Government's jurisdiction. NCTCOG may maintain ownership, or it may transfer ownership to the Local Government. Before any such transfer of ownership, NCTCOG will evaluate the adequacy of controls of Local Government to ensure that sufficient controls and security exist by which to protect and safeguard the equipment procured with 9-1-1 funds for the purpose of delivery of 9-1-1 calls. It is understood that the ancillary equipment identified in paragraph 3.2c below, may or may not be procured by NCTCOG on behalf of Local Government, according to NCTCOG's Strategic 9-1-1 Plan.

- 3.2 The basic equipment categories are:
- a. 9-1-1 Equipment
 - i. Customer Premise Equipment (CPE) – telephone equipment located at the PSAPs which may include telephones, integrated workstations, servers, ANI controllers, software, monitors, gateways, routers and any other equipment necessary for 9-1-1 call delivery to the PSAP;
 - ii. Telecommunications Device for the Deaf (TDD)/Teletypewriter (TTY)
 - b. Database Maintenance/GIS Equipment
 - i. Computers – hardware and software
 - ii. Digitizers, Printers and Plotters
 - iii. Road Sign Machines and Materials
 - iv. GPS Receivers and software
 - v. Distance Measuring Devices (DMD)
 - vi. GIS Workstations and software
 - c. Ancillary Equipment
 - i. Uninterruptible Power Supply (UPS)
 - ii. Recorders
- 3.3 Transfer-of-ownership documents shall be prepared by NCTCOG and signed by both parties upon transference of ownership of any ancillary or database maintenance equipment, in accordance with UGMS and the State Comptroller of Public Accounts. NCTCOG shall maintain ownership of 9-1-1 Customer Premise Equipment (CPE).
- 3.4 The local government shall provide adequate insurance policies on such equipment to provide for the replacement of the equipment in cases of losses due to anything other than daily use and normal wear and tear. The local government shall provide written proof of this insurance to NCTCOG annually.
- 3.5 Local Government is responsible for notifying NCTCOG upon disposition of equipment due to obsolescence, failure, or other planned replacement, transfer documents. Capital Recovery Asset Disposal Notices (as required by CSEC Rule 251.5) shall be prepared by NCTCOG in accordance with UGMS and the State Comptroller of Public Accounts.

Inventory

- 3.6 NCTCOG shall maintain property records, reconciled to the Local Government's general ledger account at least once per year, in accordance with CSEC Rule 251.5, *Guidelines for 9-1-1 Equipment Management, Disposition and Capital Recovery*, UGMS, and the State Property Accounting Policy and Procedures Manual.
- 3.7 The owner of the ancillary and database maintenance/GIS equipment, or the party to whom responsibility is assigned, shall cooperate with NCTCOG to provide inventory information for the Annual Certification of 9-1-1 Program Assets, as required by CSEC Rules 251.5, *Guidelines for 9-1-1 Equipment Management, Disposition and Capital Recovery*.
- 3.8 A physical inventory shall be conducted annually by NCTCOG.
- 3.9 Any lost or stolen equipment shall be reported to NCTCOG as soon as possible, and shall be duly investigated by Local Government and NCTCOG immediately.

Security

- 3.10 Local Government will protect the CPE, ancillary and database Maintenance/GIS equipment by implementing measures that secure the premises (including equipment room) of its PSAPs or addressing office against unauthorized entrance or use.
- 3.11 Local Government will operate within local standard procedures and take appropriate security measures as may be necessary to ensure that non-CSEC approved third-party software applications cannot be integrated into the PSAP(s)' Customer Premise Equipment/Integrated or Workstations as outlined in CSEC Rule 251.7, *Guidelines for Implementing Integrated Services*.
- 3.12 Local Government shall not attach nor integrate any hardware device or software application without prior written approval of NCTCOG. Further, no unauthorized person shall configure, manipulate, or modify any hardware device or software application. Such authority can only be granted by NCTCOG.
- 3.13 Local Government will adhere to Health & Safety Code, Section 771.061, Confidentiality of Information, in maintaining all 9-1-1 Addressing databases.

Maintenance

- 3.14 NCTCOG shall practice preventive maintenance on all CPE, database maintenance and ancillary equipment, software, and databases, including, at a minimum, backing up data as necessary. NCTCOG shall also be responsible for any maintenance costs on the before mentioned equipment.
- 3.15 Local Government will maintain 9-1-1 equipment and areas by ensuring cleanliness.
- 3.16 Local Government shall notify NCTCOG Field Specialist when there is any scheduled maintenance on commercial power or backup generator, at least 48 hours prior to work being done.
- 3.17 Local Government shall immediately notify NCTCOG Field Specialist of any power or generator outages. If the outage affects the 9-1-1 system, trouble reporting procedures should be followed.
- 3.18 For Local Governments that have administrative telephone system integration with NCTCOG 9-1-1 equipment, NCTCOG requires a contingency plan identifying their back-up solution for the administrative telephone system. If a contingency plan is not provided to NCTCOG within 30 days of contract execution, NCTCOG reserves the right to remove the administrative phone lines from the 9-1-1 equipment.
- 3.19 Local Government shall notify the NCTCOG Technical Team by calling 888-311-3911. In addition, the Local Government may utilize one of the following methods:
 1. via email to support@nct911.org
 2. via the Trouble Ticket System (accessed by using the icon on the toolbar)
 3. <http://tracker.nctcog.org/scc>

Supplies

- 3.20 Local Government will purchase supplies necessary for the continuous operation of its 9-1-1 CPE, Database Maintenance and Ancillary equipment (i.e. printer supplies and paper).

Training

Local Government shall:

- 3.21 Provide telecommunicators access to emergency communications equipment training as approved in NCTCOG’s Strategic Plan, or as determined by the Local Government.
- 3.22 Notify NCTCOG in writing of any new 9-1-1 telecommunicators listing their name, agency email (if applicable) and date of hire. These telecommunicators shall be scheduled for their 9-1-1 equipment training within 120 days of their hire date. If Local Government chooses to train its own personnel, Local Government shall provide a copy of the agencies approved Learning Objectives and Lesson Plan (that meets or exceed standards) to NCTCOG 9-1-1 and document in writing that the Local Government will take the responsibility of training their employees on the 9-1-1 equipment prior to using the equipment funded by 9-1-1 fees.
- 3.23 Ensure that 9-1-1 telecommunicators meet minimum training best practices developed by CSEC and posted on their website.
- 3.24 Ensure that the 9-1-1 telecommunicators receive TDD/TTY training every six months as mandated by the Department of Justice. This can be achieved by completing the on-line TTY refresher modules within 45 days of issuance, or attend the 4 hour TDD/TTY course at NCTCOG, or Local Government hosted training.
- 3.25 Ensure that 9-1-1 PSAP Supervisor attend quarterly training/meetings offered at NCTCOG to keep the PSAP updated on current events. A minimum of two meetings per year are required for each PSAP.
- 3.26 Ensure that all telecommunicators have access to the NCTCOG 9-1-1 Training Strategic Plan and abide by TCLEOSE mandated rules and regulations for telecommunicator certification requirements.
- 3.27 Ensure that 9-1-1 PSAP Supervisor attend quarterly training/meetings offered at NCTCOG to keep the PSAP updated on current events. A minimum of two meetings per year are required for each PSAP.
- 3.28 Ensure that all telecommunicators have access to the NCTCOG 9-1-1 Training Strategic Plan and abide by TCLEOSE mandated rules and regulations for telecommunicator certification requirements.

Facilities

- 3.29 Local Government shall meet minimum requirement for back room requirements. Must comply with specifications from NCTCOG Attachment D. Any expenses associated with this requirement are the responsibility of the PSAP.
- 3.30 Local Government's equipment room and 9-1-1 communications area must maintain a temperature of 65-80 degrees Fahrenheit.
- 3.31 Local Government's 9-1-1 equipment room and communications area shall be in compliance with the American with Disability Act of 1990.
- 3.32 Local Government shall provide current access or security policies to NCTCOG.
- 3.33 NCTCOG staff and contracted vendors shall have access to the 9-1-1 equipment room and communications area on a 24 X 7 X 365 basis without prior notice.

Operations

Local Government shall:

- 3.34 Designate a PSAP Supervisor and provide related contact information (to include an after hour pager or wireless number) as a single point of contact for NCTCOG.
- 3.35 Coordinate with NCTCOG in the planning for, implementation and operation of all 9-1-1 equipment.
- 3.36 Monitor the 9-1-1 equipment and report any failures or maintenance issues immediately to the NCTCOG Technical Team through appropriate trouble reporting procedure.
- 3.37 Test all 9-1-1 and ancillary equipment for proper operation and user familiarity at least once per month.
- 3.38 Test alternate routing switch(es) once a month and so note on the log posted by the switch. If there is a problem, Local Government shall notify the NCTCOG Technical Team. If the problem is not resolved within 24 hours, the PSAP shall notify NCTCOG's PSAP Field Specialist.
- 3.39 Test all 9-1-1 TDD/TTYs for proper operation and to maintain user familiarity at least once per month.
- 3.40 Log all TDD/TTY calls, and fax copies to NCTCOG by the first of each month. Copies should also be made available upon request by NCTCOG and Department of Justice.
- 3.41 Limit access to all 9-1-1 equipment and related data only to authorized personnel.
- 3.42 Make no changes to 9-1-1 equipment, software, or programs without prior written consent from NCTCOG.
- 3.43 Make no changes or modifications to any configuration, software, or hardware provided by NCTCOG other than adding the agents and editing the auto-dial feature.
- 3.44 Provide a safe and healthy environment for all 9-1-1 telecommunicators, which enhances proper use and maintenance of 9-1-1 equipment.
- 3.45 Provide upon request any testing documentation or applicable paperwork required by CSEC and NCTCOG within 24 hours.
- 3.46 The PSAP shall keep at least one 10-digit emergency telephone number that is not part of an automated system to be used for 9-1-1 transfer calls and default routing. These numbers shall be answered by a live person 24 hours a day, 7 days a week and should have the ability to be call forwarded. Any change in this 10-digit emergency number shall be reported to NCTCOG in writing.
- 3.47 When the verification process produces incorrect ANI/ALI information, the telecommunicator shall make the correction immediately or after the call has been released. If the call has been released, the data will remain for approximately ten minutes or until the next call is received. However, the ALI can be retrieved by going to the

- released calls in the list module. At which time it is possible to manually fill out the discrepancy form and fax to NCTCOG.
- 3.48 Incomplete ANI/ALI Problem Call Reports returned to PSAP shall be completed and faxed back to NCTCOG within 72 hours.
 - 3.49 Test calls to clear ANI/ALI Problem Call Reports shall be made by PSAP within 24 hours. *Problems shall be reported on a new ANI/ALI Problem Call Report and faxed to NCTCOG.*
 - 3.50 Medical providers and other agencies that require frequent transfers during 9-1-1 calls must have and utilize a toll free transfer number.
 - 3.51 Notification of change in medical, law enforcement or fire responders shall be made in writing to NCTCOG at least 45 days prior to change.
 - 3.52 Submit a signed Manual ALI Query form to NCTCOG annually and agree to use ALI lookup feature only in the handling and processing of an emergency telephone call.
 - 3.53 Each PSAP shall have an emergency plan for 9-1-1 communications. This plan shall be accessible to NCTCOG staff upon request.
 - 3.54 The PSAP shall have documented procedures for the transfer of administration lines where call center evacuation may occur.
 - 3.55 Comply with NCTCOG policy and procedures for PSAP moves/changes. (See Attachment E)
 - 3.56 All telecommunicators shall be able to operate the generator.
 - 3.57 All telecommunicators shall be able to engage the UPS bypass switch.
 - 3.58 All telecommunicators shall re-transmit all wireless call to receive most accurate caller location.

Performance Monitoring

- 3.59 Local Government agrees to fully cooperate with all reasonable monitoring requests from NCTCOG and/or Commission for the purposes of assessing and evaluating Local Government's performance of the deliverables specified in this contract, and as outlined in Program Deliverables noted above.

Article 4: Procurement

- 4.1 NCTCOG may purchase, lease, or otherwise procure, on Local Government's behalf the 9-1-1 and/or database maintenance/GIS equipment, software, services, and other items described in the current Strategic Plan.
- 4.2 NCTCOG and the Local Government agree to use competitive procurement practices and procedures similar to those required by state law for cities or counties, as well as CSEC Rule 251.8, *Guidelines for the Procurement of Equipment and Services with 9-1-1 Funds.*

Article 5: Database Maintenance/GIS

All counties provide NCTCOG with database maintenance services, the Local County Government agrees to abide by all conditions of this contract, with the addition of the following stipulations:

- 5.1 Signature of this agreement serves as a commitment to NCTCOG to continue addressing, database maintenance, and GIS activities in accordance with the approved strategic plan as a condition of the receipt of 9-1-1 funds as prescribed by NCTCOG's Strategic Plan.
- 5.2 Meet the GIS requirements (attachment) set forth by NCTCOG in order to receive reimbursement. These requirements may be revised annually. If the Local Government cannot meet these requirements, the planned funds shall be used by NCTCOG to procure those services for said local government.
- 5.3 County Addressing Offices must coordinate GIS information from every city in their county to achieve and maintain one clean and consistent county map.
- 5.4 Provide NCTCOG with budgets, quarterly reports of finance as mandated in CSEC Rule 251.9.

Database Maintenance/GIS Deliverables

Local Government agrees to provide and maintain database maintenance functions in return for funding through NCTCOG and CSEC, within the guidelines of the Strategic Plan, as funds become available, and with approval of CSEC. At a minimum, Local Government agrees to:

- 5.5 Select a 9-1-1 Database Maintenance Coordinator to serve as a single point of contact for NCTCOG.
- 5.6 Coordinate addressing activities within the Local Government's jurisdiction.
- 5.7 Assign street addresses and ranges, name streets and resolve addressing conflicts and problems.
- 5.8 Provide a physical address to any citizen requesting same as long as doing so complies with local policies/procedures/ordinances.
- 5.9 Establish efficient procedures for updating and maintaining all addressing data through review and revisions due to changes in Local Government ordinances and/or subdivision regulations.
- 5.10 Verify and certify all 9-1-1 ALI database information for accuracy as requested by the current statewide database provider within five working days.
- 5.11 Provide NCTCOG MSAG changes, inserts or deletes via a web-based product maintained by the current database provider.
- 5.12 Maintain addressing/database equipment and data as prescribed in Article 3, Program Deliverables – 9-1-1 & Addressing Equipment & Data (above).
- 5.13 Adhere to Health & Safety Code, Section 771.061, Confidentiality of Information, in maintaining 9-1-1 and Addressing databases (Article 3.12 above).
- 5.14 Adhere to proper procurement procedures as referenced in Article 4 (above).
- 5.15 Request reimbursement for expenditures from Commission on State Emergency Communications on a quarterly basis in conformance with Commission on State Emergency Communications Rule 251.9 and local database maintenance budget within the approved strategic plan.
- 5.16 Cooperate with all monitoring requests from NCTCOG and/or Commission for the purposes of assessing and evaluating Local Government's performance of the database maintenance deliverables specified in this contract, and as outlined in Performance Measures attached.
- 5.17 Maintain Inventory of equipment purchased with 9-1-1 funds.
- 5.18 Process and return requests for information (i.e. B-forms, error reports) from NCTCOG within three business days.
- 5.19 Protect the confidentiality of addressing databases and of information furnished by telecommunications providers, and notify NCTCOG in writing within two business days

of the receipt of a request for addressing databases or information made under the Texas Public Information Act.

- 5.20 Notify NCTCOG in writing at least 30 days prior to a 9-1-1 Office move.
- 5.21 Must meet NCTCOG's current GIS requirements, which are under review and subject to change.

Article 6: Financial

As authorized in Chapter 771 of the Texas Health & Safety Code, Sections 771.055, 771.056, 771.071, 771.072 and 771.075:

- 6.1 NCTCOG shall develop a plan to meet Local Government needs for the establishment and operation of 9-1-1 service throughout the region served, according to standards established and approved by the CSEC.
- 6.2 The provisioning of 9-1-1 service throughout the region shall be funded by emergency service fees and/or equalization surcharge, based upon state appropriations.
- 6.3 Allowable and disallowed expenditures shall be determined by the appropriations, rules, policies and procedures as established by the CSEC, and as provided for the Local Government in NCTCOG's approved Strategic Plan.
- 6.4 If applicable, NCTCOG will reimburse Local Government for allowable database maintenance costs established in the Strategic Plan approved by CSEC.

Article 7: Records

- 7.1 Local Government agrees to maintain financial, and any other 9-1-1 documentation adequate to document its performance, costs, and receipts under this contract. Local Government agrees to maintain these records for the current fiscal year and the previous two (2) fiscal years. Local government may request in writing to maintain these records electronically, if that technology is in place.
- 7.2 For the purpose of reimbursement, Local Government shall maintain sufficient records detailing the significant history of procurement, including the rationale for the method of procurement, the selection of contract type, the contractor selection or rejection, and the basis for the contract price. Local Government agrees to maintain these records for the current fiscal year and the previous two (2) fiscal years.
- 7.3 Local Government agrees to preserve the records for three years after receiving final payment under this contract. If an audit of or information in the records is disputed or the subject of litigation, Local Government agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the expiration or early termination of this contract;
- 7.4 NCTCOG and/or Commission are entitled to inspect and copy, during normal business hours at Local Government's offices, the records maintained under this contract for as long as they are preserved. NCTCOG is also entitled to visit Local Government's offices, talk to its personnel, and audit its applicable 9-1-1 records, all during normal business hours, to assist in evaluating its performance under this contract;
- 7.5 The Commission and the Texas State Auditor have the same inspection, copying, and visitation rights as NCTCOG.
- 7.6 In terms of 9-1-1 records, excluding financial, Local Government shall comply with their own retention schedule, as per state statute.

Article 8: Nondiscrimination and Equal Opportunity

- 8.1 Local Government shall not exclude anyone from participating under this contract, deny anyone benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, sex, age, disability, handicap, or national origin.

Article 9: Dispute Resolution

- 9.1 The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with paragraphs 10.1 – 10.4, until they have exhausted the procedures set out in these paragraphs.
- 9.2 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.
- 9.3 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to a mutually designated legal mediator. Each party shall pay half the cost of the mediation services.
- 9.4 The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

Article 10: Suspension for Unavailability of Funds

- 10.1 Local Government acknowledges that NCTCOG's sole source of funding for this contract is the 9-1-1 fees collected by service providers and received by the state Comptroller's Office. If fees sufficient to pay Local Government under this contract are not paid to NCTCOG, or if the CSEC does not authorize NCTCOG to use the fees to pay Local Government, NCTCOG may suspend payment to monthly bills for 9-1-1 equipment by giving Local Government notice of the suspension. The suspension is effective 10 calendar days after Local Government's receipt of the notice. Upon suspension of payment, Local Government's obligations under this contract are also suspended until NCTCOG resumes payment.

Article 11: Notice to Parties

- 11.1 Notice under this contract must be in writing and received by the party, or his/her representative or replacement, to whom the notice is addressed. Notice is received by a party: (1) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in paragraph 11.2 and signed on behalf of the party; or (3) three business days after its deposit in the United States Mail, with first-class postage affixed, addressed to the party's address specified in paragraph 11.3.
- 11.2 NCTCOG's address is: P. O. Box 5888, Arlington, TX 76005-5888, Attention: Executive Director.

- business days after its deposit in the United States Mail, with first-class postage affixed, addressed to the party's address specified in paragraph 11.3.
- 11.2 NCTCOG's address is: P. O. Box 5888, Arlington, TX 76005-5888,
Attention: Executive Director.
- 11.3 Local Government's address is: Navarro County, Navarro County Courthouse, 300 West 3rd Avenue, Corsicana, TX 75110.
Attention: County Judge, H.M. Davenport
- 11.4 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

Article 12: Effective Date and Term of Contract

- 12.1 This contract takes effect on September 1, 2010 on behalf of NCTCOG and Local Government, and it ends on August 31, 2011. Should for any reason Local Government withdraws from the E9-1-1 Service system prior to the end of the full term of this contract, in addition to all other remedies available to NCTCOG under state law and this contract, NCTCOG may seek a return of all 9-1-1 equipment purchased with 9-1-1 funds in the possession of Local Government. In the event of such withdrawal, both parties agree to work in good faith to establish a fair and equitable transition plan so as to assure continued emergency services to the citizens of Local Government.

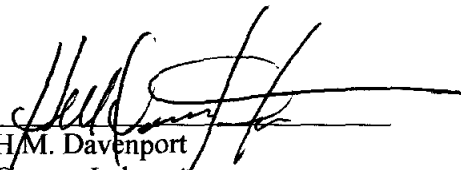
Article 13: Miscellaneous

- 13.1 Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.
- 13.2 This contract states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.
- 13.3 Rules, Program Policy Statements, and Best Practices of CSEC as well as Chapter 771, Health and Safety Code, State Administration of Emergency Communications can be found on the CSEC website: <http://www.911.state.tx.us>. If unable to access, please contact NCTCOG 9-1-1 Program Offices for copies.
- 13.4 The following Attachments are part of this contract:
- Contract for 9-1-1 Services Between NCTCOG and CSEC (Attachment A)
 - Manual ALI Query Request (Attachment B)
 - NCTCOG Equipment Room Site Requirement (Attachment C)
 - NCTCOG Host Agreement (Attachment D) where applicable
 - NCTCOG Move, Add or Change Procedure (Attachment E)
 - NCTCOG GIS Requirements

This contract is binding on, and to the benefit of, the parties' successors in interest.

- 13.5 This contract is executed in duplicate originals.

NAVARRO COUNTY



H.M. Davenport
County Judge

8-23-2010
Date

NORTH CENTRAL TEXAS COUNCIL OF
GOVERNMENTS



Mike Eastland
Executive Director

August 9, 2010
Date

Attachment A

**Contract for Services between the
Commission on State Emergency Communications (CSEC) and
North Central Texas Council of Governments (NCTCOG)**

Contract for 9-1-1 Service

Article 1. Parties and Purposes

- 1.1 The Texas Commission on State Emergency Communications ("Commission") is charged by law with the responsibility to oversee the provision of 9-1-1 emergency services throughout the state, and North Central Texas Council of Governments ("RPC") is charged with the responsibility to provide these services in its region. Providing these services requires a partnership among and cooperative efforts by the Commission, the RPC, and the local governments represented on the RPC's governing body.
- 1.2 The Commission and the RPC enter into this Contract for 9-1-1 Service ("Contract") to clarify and better define the rights and duties of each in carrying out their individual and collective responsibilities under the law.

Article 2. Compliance with Applicable Law

- 2.1 The RPC shall comply with all applicable federal and state laws ("applicable law") in carrying out its strategic plan that has been approved by the Commission.
- 2.2 Applicable law includes, but is not limited to, Health and Safety Code Chapter 771; Commission Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act; Texas Government Code (including Uniform Grant and Contract Management Standards [UGMS]), Chapter 783 and Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Texas Administrative Code; Preservation and Management of Local Government Records Act, Chapter 441, Subchapter J; and Resolution of Certain Contract Claims Against the State, Chapter 2260); Texas Local Government Code (including Regional Planning Commissions Act, Chapter 391).
- 2.3 The Commission may adopt new policies, procedures and rules and amend its existing policies, procedures and rules subject to applicable law. Any new or amended policy or procedure (other than an adopted rule) shall be enforceable against the RPC 30 days following the date of its adoption, unless the Commission finds and declares that an emergency exists which requires that such policy or procedure be enforceable immediately against the RPC. The Commission shall provide the RPC written notice of all new or amended policies, procedures and interpretations of Commission rules within a reasonable time after same are adopted by the Commission.
- 2.4 The RPC shall repay any allocated and distributed equalization surcharge and 9-1-1 service fees (collectively, "9-1-1 funds") expended by the RPC in noncompliance with applicable law. Such reimbursement shall be made in accordance with established Commission policies and procedures. The RPC shall

advise the Commission in writing of its efforts to recover 9-1-1 funds in accordance with Article 4.1 herein.

- 2.5 In accordance with Health and Safety Code Section 771.078(c)(6), the Commission may withhold disbursement of funds to the RPC for failing to follow a standard imposed by this Contract, a Commission rule and/or policy, or a statute.
- 2.6 The RPC shall maintain, at a minimum, a separate investment account for all 9-1-1 funds received. The RPC shall utilize an accounting system that complies with applicable law, including specifically the requirements in UGMS, Subpart C - Post Award Requirements, Section .20 - Standards for Financial Management Systems - which requires recipients of state funds to maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or sub grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

Article 3. Monitoring Compliance

- 3.1 The RPC recognizes that the Commission reserves the right to perform monitoring of the RPC and/or its performing local governments or Public Safety Answering Points (PSAPs) for compliance with applicable law, and the RPC agrees to cooperate fully with such monitoring.
- 3.2 The RPC recognizes that the Commission reserves the right to monitor RPC financial procedures and validate financial reimbursement requests for compliance with applicable law, accuracy, completeness, and appropriateness, prior to the Commission distributing allocated 9-1-1 funds.

Article 4. Standard Interlocal Agreement with Local Governments

- 4.1 The RPC shall use interlocal agreements between itself and its local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of 9-1-1 funds and adherence to applicable law. These agreements must, at a minimum, provide for compliance with applicable law by including provisions that:
 - (a) the RPC will provide 9-1-1 funds to the local governments on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the local governments are complete, accurate, and appropriate;
 - (b) the RPC may withhold, decrease, or seek reimbursement of 9-1-1 funds in the event that those 9-1-1 funds were used in noncompliance with applicable law;
 - (c) the local governments shall reimburse the RPC and/or the Commission, as applicable, any 9-1-1 funds used in noncompliance with applicable law;

- (d) reimbursement of 9-1-1 funds under subsection (c) shall be made by the local government within 60 days after demand by the RPC, unless an alternative repayment plan is approved by the RPC and the Commission;
- (e) address the RPC's ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 funds in connection with providing 9-1-1 service ("9-1-1 equipment");
- (f) require the RPC to maintain a current inventory of all 9-1-1 equipment;
- (g) require a control system to be developed by the local government to ensure adequate safeguards to prevent loss, damage, or theft of 9-1-1 equipment;
- (h) require reimbursement to the RPC and/or the Commission for damage to 9-1-1 equipment; other than ordinary wear and tear;
- (i) the local governments will maintain adequate fiscal records and supporting documentation of all 9-1-1 funds reimbursed to such local governments for 9-1-1 service consistent with applicable law and generally accepted accounting principles, and as approved in the RPC's current approved Strategic Plan;
- (j) the Commission or its duly authorized representative shall have access to and the right to examine all books, accounts, records, files, and/or other papers, or property pertaining to the 9-1-1 service, belonging to or in use by the local government, the PSAP, or by any other entity that has performed or will perform activities related to the agreements;
- (k) the local government will provide 9-1-1 service as a condition of the receipt of 9-1-1 funds as prescribed by the RPC strategic plan; and
- (l) funding of 9-1-1 service is contingent on appropriations made to the Commission by the Texas Legislature, and if 9-1-1 funds are not made available to the RPC by the Commission or if legally available 9-1-1 funds are exhausted, then the RPC will not be obligated to provide the reimbursements contemplated by this Contract.

Article 5. Competitive Procurement and Contract Administration

- 5.1 The RPC shall use competitive procurement practices and procedures similar to those required by applicable law in connection with the procurement of any items to be obtained with 9-1-1 funds.

- 5.2 The RPC shall include a specific, detailed statement of work, including appropriate benchmarks to evaluate compliance, in all contracts with vendors, local governments, and PSAPs to be paid from 9-1-1 funds.
- 5.3 The RPC shall implement a contract administration management system that ensures contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- 5.4 The RPC shall maintain sufficient records detailing the history of procurement, including the rationale for the method of procurement, the selection of contract type, the contractor selection or rejection, and the basis for the contract price, as outlined in the records retention requirements in UGMS.

Article 6. Allocation and Use of 9-1-1 Funds

- 6.1 In accordance with applicable law, the Commission shall allocate 9-1-1 funds appropriated to the Commission to the RPC solely for use in carrying out its Commission-approved strategic plan. Funds will be distributed to the RPC quarterly, according to current Commission payment methodology as set forth in Commission policy, unless the RPC is in substantial noncompliance with any applicable law or provision of this Contract. The RPC shall utilize the money allocated only for providing 9-1-1 service within the RPC's jurisdiction.
- 6.2 The Commission shall ensure that no more than \$17,000,000 appropriated to the Commission for the FY 2010-2011 biennium shall be allocated to the RPCs for administration of the statewide 9-1-1 program, according to the General Appropriations Act.
- 6.3 None of the 9-1-1 funds appropriated to the Commission and allocated to the RPC may be used to replace or fund a reserve for future replacement of 9-1-1 equipment.
- 6.4 The RPC shall assist the Commission in creating comprehensive statewide capital replacement plan for submittal to the Legislative Budget Board no later than November 1st of each calendar year.
- 6.5 As provided by Health & Safety Code Section 771.078(d), not more than ten percent (10%) of the money received by the RPC may be used by the RPC for indirect costs. In this subsection, "indirect costs" means costs that are not directly attributable to a single action of the RPC. (Note: In administering this subsection, the governor's office is required to use federal Office of Management and Budget circulars A-87 and A-122 or any rules relating to the determination of indirect costs adopted under Texas Government Code Chapter 783.)
- 6.6 As provided by Health & Safety Code Section 771.078(f), upon request from the RPC, the Commission shall provide the RPC with documentation and financial records of the amount of money collected in its region or of an amount of money

allocated to the RPC in accordance with Health & Safety Code, Section 771.078, and this Contract.

Article 7. 9-1-1 Funds Distribution

- 7.1 As provided by applicable law, a state agency shall distribute grants on a reimbursement basis, or as needed, unless otherwise provided by statute or otherwise determined by the grantor agency to be necessary for the purposes of the grant.
- 7.2 Quarterly disbursement of 9-1-1 funds to the RPC shall be made on a cost reimbursement basis according to applicable law. If the RPC's funding is depleted before the end of a fiscal quarter, a financial emergency funding request may be made by the RPC to the Commission (see Article 8. RPC Emergency Funding).
- 7.3 The Commission has determined that a proper public purpose is served by providing start-up funding, at the beginning of each fiscal year, to the RPC for payment of operating costs of the region's 9-1-1 system. Start-up funding to the RPC from the Commission may be made at the beginning of each fiscal year. The Commission shall provide start-up funds to the RPC according to applicable law. Start-up funding is defined as 9-1-1 funds allocated to the RPC to pay initial fiscal year 9-1-1 program expenses, prior to the first quarterly reimbursement request being received. Any remaining 9-1-1 funds from the prior fiscal year, ending on August 31st, shall be returned to the Commission no later than October 30th of the current fiscal year.

Article 8. RPC Emergency Funding

- 8.1 Notwithstanding the requirements in Article 7, the Commission may distribute in accordance with Commission policy allocated 9-1-1 funds to the RPC upon demonstration and documentation that a financial emergency exists that will compromise the provisioning of 9-1-1 service or impact public safety.
- 8.2 The Commission shall consider a financial emergency as a situation in which the RPC requires additional funding to sustain the current and normal operation of 9-1-1 systems and their administration, as well as to meet contractual obligations as provided for in the RPC's approved strategic plan; and that, without the assistance of these additional funds, would result in a compromise of the 9-1-1 system or impact public safety. A financial emergency would arise, and public safety compromised, if the 9-1-1 system was terminated due to non-payment of invoices.
- 8.3 Emergency 9-1-1 funds may be distributed based upon the documented expenditures creating the need. The provision of emergency 9-1-1 funds will be used for specific operational and administrative expenses identified in the supporting documentation.

- 8.4 The request shall include a narrative description of what the 9-1-1 funds are to be used for, and how these expenditures relate to the RPC's strategic plan.
- 8.5 The Commission will review the request for accuracy and compliance with the current approved strategic plan and applicable law. Upon review and approval of the request, the Commission will disburse the necessary 9-1-1 funds, not to exceed the total allocated to the RPC in its Commission-approved strategic plan.

Article 9. Strategic Planning

- 9.1 In accordance with applicable law, the RPC shall develop a strategic plan for the establishment and operation of 9-1-1 service throughout its region. The 9-1-1 service must meet the standards established by the Commission. A strategic plan must describe how 9-1-1 service is to be administered.
- 9.2 The RPC must update its strategic plan at least once during each state fiscal biennium, and must include the following:
 - (a) A description of how money allocated to the region is to be allocated throughout the region served by the RPC;
 - (b) Projected financial operating information for the two state fiscal years following the submission of the plan;
 - (c) Strategic planning information for the five state fiscal years following submission of the plan; and
 - (d) A Historically Underutilized Business (HUB) plan, pursuant to Chapter 2161 of the Government Code.
- 9.3 The RPC shall submit a strategic plan, or amendment to its plan, to the Commission for review and approval or disapproval, as required by Health & Safety Code Section 771.056. The Commission, consistent with applicable law, shall consider the appropriateness of the strategic plan or amendment thereto in satisfying the standards set by the Commission, the cost and effectiveness of the strategic plan or amendment, as well as the appropriateness of the strategic plan or amendment in context with overall statewide 9-1-1 service.
- 9.4 The Commission shall notify the RPC of the approval or disapproval of the strategic plan submission, or amendment to the plan, in accordance with applicable law.
- 9.5 If the strategic plan or amendment thereto is approved, the Commission shall allocate 9-1-1 funds to the RPC in accordance with the terms of this Contract and applicable law.

Article 10. Reporting Requirements

- 10.1 The RPC shall submit financial and performance information and reports regarding 9-1-1 service and administration to the Commission. The RPC shall provide the reporting information in accordance with applicable law and generally accepted accounting principles. The RPC shall submit the following information to the Commission, at least once per quarter of each fiscal year:
- (a) Financial information regarding administrative and program expenses; and
 - (b) Information regarding the current performance, efficiency, and degree of implementation of emergency communications services in the region served by the RPC.
- 10.2 The RPC shall be responsible for collecting and reporting efficiency data on the operation of each of the 9-1-1 answering points within its region. The RPC shall submit such information to the Commission at least once per quarter of each fiscal year, according to applicable law.

Article 11. Use and Creation of Public Safety Answering Points

- 11.1 The RPC shall comply with the minimum standards and guidelines established by Commission Rule 251.1, *Regional Strategic Plans for 9-1-1 Service*, for the use of PSAPs and the creation of PSAPs.

Article 12. Dispute Resolution

- 12.1 The dispute resolution process provided for in Government Code Chapter 2260, Subsection F, shall be used by the Commission and the RPC to attempt to resolve disputes arising under this Contract. Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the RPC's proposed or approved strategic plan, or this Contract.
- 12.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 12, until they have exhausted the procedures set out in this Article 12.
- 12.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The parties agree to appoint their representatives and hold the first negotiating meeting within 15 calendar days of receipt of the request. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.


- 12.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to mediation by an administrative law judge employed by the State Office of Administrative Hearings (SOAH) per Government Code Chapter 2009.
- 12.5 Within 45 calendar days after the effective date of this Contract, the Commission agrees to contract with SOAH to mediate any future disputes between the parties described in Article 12.1. Each party agrees to pay one-half the total fee and expenses SOAH charges for conducting a mediation, and the Commission agrees that the RPC's share of the total is an allowable cost reimbursable to the RPC under this Contract.
- 12.6 The parties agree to continue performing their duties under this Contract, which are unaffected by the dispute, during the negotiation and mediation process.
- 12.7 If the parties are unable to settle their dispute by mediation, either party may request a contested case hearing under Texas Government Code Section 2260.102.
- 12.8 Nothing in this Article 12 shall be considered as a waiver of sovereign immunity.

Article 13. Miscellaneous Provisions

- 13.1 The RPC shall work with the Commission and the local governments to develop, maintain and regularly monitor performance of the operation and the provision of 9-1-1 service and to develop and implement risk assessment processes.
- 13.2 As the RPC becomes aware of the need for additional training or expertise relating to the planning, development, implementation or operation of 9-1-1 service, by the RPC or the local governments in their areas, the RPC shall notify the Commission promptly so that all parties may address the need in a timely manner.
- 13.3 Unless otherwise directed by the Commission, the RPC shall arrange for the performance of an annual financial and compliance audit of its financial statements and internal control environment according to the requirements of UGMS and the Texas Single Audit Circular, as established by the Governor's Office of Budget, Planning, and Policy pursuant to Government Code Chapter 783. The RPC shall be liable to the Commission for any costs disallowed as a result of the audit of its financial statements and internal control environment.
- 13.4 The RPC recognizes the right of the State Auditor's Office to review and/or audit the RPC's documentation and accounts relevant to the state-funded 9-1-1 program as authorized by applicable law. Such an audit or review is considered separate and apart from audits required by UGMS.

- 13.5 A summary of the approved RPC 9-1-1 strategic plan costs and revenue allocations shall be made a part of this Contract by way of Attachment A, *Recipient 9-1-1 Costs Summary*.
- 13.6 The RPC shall provide, at a minimum, the Commission with all reports and/or information as required by applicable law.
- 13.7 In the event of any conflict between any provision in this Contract and an adopted Commission rule or policy, present or future, the Commission rule or policy shall take precedence.
- 13.8 This Contract sets forth all of the representations, promises, agreements, conditions, and understandings between the RPC and the Commission relating to the subject matter of the Contract, and supersedes any prior or contemporaneous representations, promises, agreements, conditions, or understandings, whether oral or written, in any way relating to the subject matter hereof.
- 13.9 Any alterations, additions, or deletions to the terms of this Contract shall be made by amendment hereto in writing and executed by both parties to this Contract.
- 13.10 This Contract takes effect on September 1, 2009, and shall terminate on August 31, 2011.


AGREED TO:



 Paul Mallett
 Executive Director
 Texas Commission on State Emergency Communications
 333 Guadalupe, Suite 2-212
 Austin, Texas 78701-3942

7/23/09

 Date



 Mike Eastland
 Executive Director
 North Central Texas Council of Governments
 P. O. Box 5888
 Arlington, Texas 76005

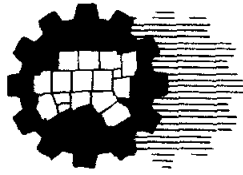
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 Date

RECEIVED
 JUL 31 2009
CSEC

Attachment B

Manual ALI Query Request



North Central Texas
Council of Governments

9-1-1 Program

PSAP Name: _____

Date: _____

The 9-1-1 premises equipment provided by NCTCOG at this PSAP has been configured to allow manual queries, and is compatible with the manual ALI query protocol of NCTCOG and database provider. Manual ALI query services will be used in the handling of emergency calls only.

This PSAP and the operators with access to 9-1-1 fully understand and agree to comply with the terms and conditions set forth under which this feature may be provided.

The NCTCOG database coordinator has access to a statistical report of Manual ALI bids per PSAP. Misuse of the proprietary ALI information may be cause for the termination of this feature for the PSAP.

Acknowledgement signatures by authorized representatives of contracting 9-1-1 agency:

Chief or Sheriff

Date

Communications Supervisor

Date

Attachment C

NCTCOG Equipment Room Site Requirements

SITE REQUIREMENTS

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1. GENERAL

1.1. Introduction

- 1.1.1 The following information will assist the customer in preparing the PSAP site for E911 equipment installation. These requirements and guidelines are given to promote a safe environment for customer and installation personnel and to ensure a reliable E911 system.

2. CUSTOMER SITE PREPARATION REQUIREMENTS

2.1. General Requirements and Guidelines

- 2.1.1 The customer is responsible for costs associated with adhering to the requirements in this section and ensures that the requirements are met and applicable local ordinances and regulations are followed.
- 2.1.2 Any deviations from these requirements will require a review by NCTCOG personnel.

2.2. Equipment Area

- 2.2.1 A maintenance space or access area around the equipment units should be available. This area should remain clear of all desks, machines, shelves, cabinets and storage. NCTCOG personnel will not move customer material to gain access to equipment or backboards.
- 2.2.2 The equipment area should be as dust free as possible during and after installation. The floor should be clean, dry, level and free from vibration. The wall and ceiling finish should be a dust free surface that can be cleaned and will not flake.

- 2.2.3 A minimum clear ceiling height of 7'6" under girders or other obstructions throughout the equipment area should be provided.
- 2.2.4 A sheet of ¾ inch plywood, mounted 2 feet from the floor, shall be provided for mounting cross connect blocks and other E911 equipment. The plywood shall be painted or sealed per local building and fire codes. In general, if the plywood is fastened to gypsum or plaster, total equipment mounted to board should not exceed 75 pounds. If plywood is fastened to concrete, hollow block with embedded anchors, total equipment mounted to board should not exceed 100 pounds. A minimum of eight wall anchors shall be used to secure the plywood to the building wall.

2.3. Structural Requirements and Guidelines

- 2.3.1 The site floor condition should be checked before installing E911 equipment. Questionable floor construction may require moving equipment to another location or reconfiguring the equipment package.
- 2.3.2 The size of the E911 equipment location should be at least 40 square feet. However, the actual size requirements will be determined and agreed upon during the NCTCOG site visit.

2.4. Environmental Requirements and Guidelines

- 2.4.1 The ambient temperature and relative humidity in the E911 equipment area should be maintained in a range of 55 to 85 degrees Fahrenheit with relative humidity in the range of 20 to 55 percent.
- 2.4.2 The E911 equipment location should be an air-conditioned space, with adequate airflow and no condensation.
- 2.4.3 E911 equipment shall not be installed in rooms in which a major heat source (i.e., boiler room, furnace room) can affect the ambient room temperature significantly.
- 2.4.4 E911 equipment should not be installed in a flood-prone space or area with high risk of water damage.
- 2.4.5 To avoid contamination by any process or condition involving silicone based lubricants, inks, dust, solvents or other airborne contaminants, the E911 equipment shall not be located in the same room with copying machines, printing presses and card punch machines, asbestos materials and/or wet cell batteries.

2.5. Electromagnetic Interference

- 2.5.1 The E911 equipment shall be located in an area that meets the following objectives:
- a) Interference from electromagnetic fields less than 2 volts per meter.
 - b) No interference from licensed radio communication equipment, such as in FCC Rule 15 equipment.
 - c) No interference from electromagnetic noise, such as might be generated by electric motors with commutators.

2.6. Acoustics

- 2.6.1 The sound levels in the E911 equipment area shall comply with OSHA requirements.

2.6.2 The sound level in the calltaker location should not exceed 55 dBa, as measured on a sound level meter.

2.7. Lighting

2.7.1 A light intensity of 30 to 100 foot-candles shall be provided around the E911 equipment cabinet for maintenance activities.

2.8. Fire Protection

2.8.1 The customer shall provide chemical fire protection equipment at the E911 equipment location. Water or fire extinguishers not rated for use on electrical fires shall not be used.

2.8.2 Waterless fire suppression is recommended but if an overhead sprinkler system exists in the equipment area, the E911 equipment should be protected from water damage.

2.9. Grounding and Bonding Information, Recommendations and Requirements

2.9.1 Isolated ground type AC receptacles are not recommended for any equipment unless required by the equipment manufacturer.

2.9.2 If the PSAP site is equipped with radio equipment and one or more radio antennas, it is strongly recommended that the site, including the building, the equipment within the building, each antenna and/or antenna support structure and other external and internal objects are equipped with a grounding system that, at minimum, conforms with the applicable requirements for radio sites in BSP 802-001-180MP.

2.9.3 All AC receptacles serving E911 equipment shall be grounded type receptacles.

2.9.4 AC equipment grounding (ACEG) conductors serving receptacles for E911 equipment shall meet all applicable requirements in Article 250 of the NEC and all other applicable codes. The ACEG conductor serving the E911 circuit breaker box shall be electrically continuous from the source of the AC system.

2.9.5 Where new feeders, distribution panels, branch circuits, etc., are installed to serve E911 equipment, it is strongly recommended that a separate ACEG conductor be installed in every added conduit and/or other raceway.

2.9.6 The E911 equipment area may be equipped with a bus bar and/or a system of grounding conductors connected to the site's earth electrode system. If so equipped, the customer shall allow access to the bus bar and/or grounding conductors for connection of grounding conductors serving E911 equipment, when required.

2.9.7 When required by the E911 equipment manufacturer or when E911 equipment contains a DC power source, a point of connection to the PSAP site's earth electrode system shall be furnished by the customer in the area where the E911 equipment is located. The preferred means of providing this point of connection is a small bus bar (Square D PK7GTA or equivalent). When a point of connection is required, a minimum #6 AWG bond shall be made from this point, in order of preference, to one or more of the following:

a) Dedicated grounding conductor extended from the site's earth electrode system

- b) Building structural steel, provided it is bonded to the site's earth electrode system
- c) Continuous metallic water pipe, provided it is accessible along its entire length to the point where it is bonded to the site's earth electrode system
- d) Metallic conduit, raceway or panel containing service conductors
- e) Metallic shield of a copper or fiber cable that has been bonded to the site's earth electrode system at the cable entrance
- f) If it furnishes a continuous metallic path to the site's earth electrode system, a metallic conduit, raceway or panel containing feeder conductors
- g) If it furnishes a continuous metallic path to the site's earth electrode system, a metallic conduit, raceway or panel containing branch circuit conductors

NOTE 1: The locations in f) and g) should only be used when no other location is available.

NOTE 2: Any conduit bonding hardware (bushings, clamps, etc.) must be listed for the purpose.

2.10. AC Power Requirements and Guidelines

- 2.10.1 AC surge protection should be provided at all electrical outlets providing power to customer owned equipment, such as displays and printers that interface with E911 equipment.
- 2.10.2 All customer provided AC power circuitry shall comply with the NEC and local codes.
- 2.10.3 The electrical load center shall be provided as follows:
 - a) The main E911 circuit breaker box shall be wired from the commercial AC load center or UPS with an appropriately sized circuit.
 - b) The feeder breaker shall be designated "E911 Panel."
- 2.10.4 The circuit breaker box shall be surface mounted to the wall in the E911 equipment location. The circuit breaker box shall be dedicated and used exclusively for E911 equipment.
- 2.10.5 The dedicated E-911 AC power service cabinets shall be designated with name, number, voltage and type of service, e.g., "PWR DISTG SERVICE CAB 001 208V AC 60 HZ 3PH 4W. E-911 Circuits Only."
- 2.10.6 The conduit serving the E911 circuit breaker box shall have a permanent tag attached that identifies the physical location of the serving load center. Example: From Panel A in Room 104.
- 2.10.7 The "serving load center" for the E911 circuit breaker box shall be connected to the local emergency generator bus, to provide continued electrical service in the event of a commercial power failure.
- 2.10.8 To prevent E911 equipment failure caused by the loss of commercial power source, an Uninterruptable Power Supply (UPS) is strongly recommended. The UPS should provide a minimum of 15 minutes of emergency power for full functionality of the following listed elements of the E-911 system:
 - a) Operator positions (both telephone sets and displays)
 - b) ANI and ALI controllers

- c) ALI link modems and Network interfaces
- d) Telephone common equipment
- e) TDD/TTY devices
- f) Recording devices.

The UPS shall be equipped with a manual by-pass switch to allow maintenance.

- 2.10.9 Each receptacle serving E911 equipment shall be dedicated to E911 equipment and shall be on a separate circuit breaker.
- 2.10.10 The electrical outlets shall be wired from the E911 circuit breaker box with conductors sized per NEC or local prevailing codes. Label the dedicated E-911 circuit breaker with the location of the circuit being served.
- 2.10.11 Extension power cords shall not be used in permanent installation for power to E911 equipment.
- 2.10.12 When power strips are used, the total load shall not exceed the capacity of the over-current protection device for the circuit.
- 2.10.13 Each answering position shall have a minimum duplex outlet for the CRT and telephone set. However, different applications may require additional outlets.
- 2.10.14 The AC service provided for the E911 recording devices (tape drives/printers, etc.) may be served by a different AC load center than was provided for the E911 equipment location. However, these circuits also should be transferable to the emergency bus.

2.11. Access

- 2.11.1 The customer shall provide suitable access for movement of equipment into and out of the building. Such arrangements may be discussed with the NCTCOG rep during the site visit .
- 2.11.2 The customer shall provide a suitable route, per local ordinances, for installing cable:
 - a) From the E911 equipment location to the room in which the attendants are located
 - b) From the cable entry of the building to the 911 equipment area/room.
- 2.11.3 The E911 equipment location should be secured from access by unauthorized personnel. However, access to NCTCOG installation and maintenance personnel should be provided on a 24 hour basis.

Attachment D

NCTCOG Host Agreement

Attachment E

NCTCOG Move, Add or Change Request

NCTCOG Move or Change Procedures for 9-1-1 CPE Equipment

- 1: Local Government shall notify NCTCOG in writing of any move, add or changes as soon as Local Government is made aware, or no less than 120 days.
- 2: Notification must be on Local Government letterhead and signed by the authorized official or designee.
- 3: Notification must include the following:
 - A: Date of move or change.
 - B: If moving, the location of the new facility.
 - C: If change, a time frame will need to be defined.
 - D: Local Government primary contact information.
- 4: Local Government shall invite and notify NCTCOG of all meetings in conjunction with move and change requests.

Attachment F
NCTCOG GIS Requirements

North Central Texas Council of Governments
Requirements for Database & GIS Maintenance
September 1, 2010– August 31, 2011

The County shall coordinate 9-1-1 GIS activities within the County and municipalities in the County to develop and enhance the 9-1-1 GIS coverage required for mapped ALI. The coordinator must develop, compile and maintain current, seamless Countywide coverage for street centerlines, address points, ESNs, 9-1-1 communities and city limits in both the incorporated and unincorporated areas of the County.

The County shall provide to the NCTCOG 9-1-1 GIS analyst data with 100% complete attribution for all map graphics with the following information:

- Street centerlines spatially accurate to within + or – 10 feet verified by GPS and drawn or pointing in the correct direction for the corresponding address range;
 - The following data at a minimum will be incorporated:
 - Pre-directional
 - Street Name
 - Type
 - Post Directional
 - 9-1-1 Community Boundary both left and right
 - Address Ranges (left from, right from, left to, right to)
 - ESN Boundary both left and right
 - County Boundary
- Addressed structure center points spatially accurate to within + or – 25 feet;
 - The following fields at a minimum will be incorporated:
 - Structure Number
 - Structure Street Name
 - Structure 9-1-1 Community Name
 - Latitude Coordinate
 - Longitude Coordinate
- ESN polygons spatially accurate to within + or – 50 feet of their true location
 - The following fields at a minimum will be incorporated:
 - Emergency Service Number (ESN)
 - Law Responders
 - Fire Responders
 - Medical Responders
- 9-1-1 Community polygons spatially accurate to within + or – 50 feet of their true location.
 - The following fields at a minimum will be incorporated:
 - 9-1-1 Community Name

- City Limit polygons spatially accurate to within + or – 50 feet of their true location.
 - The following fields at a minimum will be incorporated:
 - City Name
 -
- Common place points spatially accurate to within + or – 50 feet of their true location.
 - The following fields at a minimum will be incorporated:
 - Common Place Name
 - Common Place Type

The County shall send GIS data for street centerlines, address points, ESNs, 9-1-1 Communities and city limit boundaries, at least quarterly to the NCTCOG 9-1-1 Program. All files submitted to NCTCOG must be in ESRI shape file or geodatabase format.

The County shall resolve conflicts and problems related to the 9-1-1 GIS data maintained by County. If any issue regarding the GIS data arises which the County cannot resolve on its own, the County must contact NCTCOG within five business days in order to determine the best course of action to resolve the issue.

The County shall comply with NENA Standards on current and all future addressing and map data.

The County shall submit database maintenance plan and budget incorporating all NCTCOG 9-1-1 program requirements, as well as local activities, at the beginning of each fiscal year.

The County shall be responsible for submitting and maintaining quarterly budget reports with required documentation to the NCTCOG 9-1-1 Fiscal Analyst. These reports are due to the NCTCOG 9-1-1 fiscal analysts by the 10th day of each month following the end of the quarter.

The County shall at a minimum; back up weekly on a removable media all critical 9-1-1 GIS mapping files, coverage, and related data (street centerlines, address points, ESNs, and city limits) and store the removable media in a secure place.

The County will attend regularly scheduled meetings at NCTCOG.

The County shall meet all of the requirements set forth in CSEC Rule 251.9 – Guidelines for Database Maintenance.

The addressing agent shall track County commissioner's court and city council meetings that relate to development and improvement of GIS implementation for emergency services delivery. If an issue arises where either the County commissioner's court or city council takes a course of action that would interfere with or be inconsistent with the data development and maintenance procedures followed by the County, the County must notify NCTCOG in writing within two business days in order to facilitate the development of an appropriate response.

The County shall resolve any discrepancies between GIS layer databases and the MSAG database, as determined necessary by NCTCOG through its regular validation testing. Upon correction of any identified errors, the County will notify NCTCOG 9-1-1 Program, in writing, that the discrepancies have been corrected and will be included on the next update.

The County shall resolve any discrepancies between GIS layer databases and the information displayed at the PSAP as reported by a call taker. Upon correction of any identified errors, the County will notify NCTCOG 9-1-1 Program, in writing, that the discrepancies have been corrected and will be included on the next update.

GIS Accuracy Based Reimbursement

NCTCOG shall provide reimbursement to mapping entities in an effort to alleviate and/or severely reduce the number of MSAG to GIS database mismatching records. NCTCOG's goal is to achieve 98% accuracy within the fiscal year 2011 of the reimbursement program.

In the fiscal year 2011 the program will focus on reducing mismatching records by establishing funding levels for each county. The error rate will be broken into two categories; county and city. Quarterly targets shall be established and monitored monthly to ensure the effort is on track.

In cases where the rate of improvement does not track with achieving the 98% target, corrective action will be discussed with the county. This may include using allocated reimbursement funds to obtain outside help to meet the target.

NCTCOG's annual reimbursement to mapping entities shall be divided into four categories: Maintenance (Base), Maintenance (Variable), Remediation and Projects.

NCTCOG shall fund each category with the approximate percentage of available funds shown below:

Category	Percentage
Maintenance Base	25
Maintenance Variable	25
Remediation	42
Projects	8

Maintenance (Base)

Each GIS entity within NCTCOG's GIS program shall continue to receive a reimbursement to support new address and streets added to the database. This is considered the Maintenance (Base) reimbursement¹.

Funds from this category will be distributed equally among counties. The calculation shall be:

$$\text{Reimbursement} = \frac{\text{Category Funding Total}}{\text{Number of Counties}}$$

Maintenance (Variable)

This category is established to provide additional reimbursement based on the number of database records.

The county shall be reimbursed based on its proportional share of the total regional records. The calculation shall be:

$$\text{Reimbursement} = \frac{\text{Record Count}}{\text{Regional Record Count}} \times \text{Category Funding Total}$$

Remediation

The remediation category provides reimbursement for the effort required to bring the GIS databases in the county and cities within the county to the 98% accuracy objective.

The county shall be reimbursed its weighted share based on the percentage of records (including county and city databases) mismatching as of the beginning of the fiscal September 1, 2010.

$$\text{Reimbursement} = \left(\frac{\text{Record Count}}{\text{Regional Record Count}} \times \frac{\text{Mismatched Record Count}}{\text{Record Count}} \right) \times \text{Category Funding Total}$$

¹ All record counts include the sum of county and city records unless otherwise specified.

Projects

Projects submitted by the counties are established to improve city database accuracy to meet the 98% objective. The process below shall be used:

1. NCTCOG shall provide database statistics to the county to include:
 - a. Total number of regional records
 - b. Total number of county records
 - c. Total number of city records within the county
 - d. Percent mismatch in the county database
 - e. Percent mismatch in the database for each city within the county
2. The county shall establish a project plan identifying city database(s) involved, the process for resolving mismatches, specific improvement targets and the process for ongoing maintenance of the data.
3. NCTCOG shall set-up Project Kickoff meeting where the overall reimbursement plan will be presented and discussed. All counties and cities shall be invited.
4. The county shall execute the project plan including results in the aforementioned monthly report to NCTCOG.

NCTCOG shall monitor the county reports to determine results are on track to meet the overall objective. Should the results indicate targets are not being met, NCTCOG shall contact the county to discuss progress and a remedial plan to get back on track. This remedial plan may include utilizing funds to acquire outside assistance.

Blank

on

Purpose

North Central Texas Council of Governments

Requirements for GIS & Database Maintenance
Effective April 1, 2009

Introduction

Geographic Information Systems has redefined emergency response over the last decade. It is now assumed that a 9-1-1 call placed from a traditional land-line telephone can be plotted on a map automatically and wireless callers can be pinpointed accurately. The need for accurate GIS data is even more critical because it is no longer used solely for display on a screen as a visual cue for a dispatcher to evaluate and determine the appropriate responders. GIS is now beginning to drive the actual routing of emergency calls, which before were hard-coded entries in a database. GIS has taken a lead role in defining emergency response for the coming decades.

In reviewing the National Emergency Number Association (NENA) best practices documentation¹, the Texas Commission On State Emergency Communications (CSEC) Recommended Best Practices for GIS and Mapping² and the findings of a process and data audit performed by L. Robert Kimball and Associates, consultant to the 9-1-1 program, NCTCOG endorses the minimum GIS requirements and through the following paragraphs, incorporates them into the Agreement between NCTCOG and the County as an amendment.

GIS Requirements:

The Commission on State Emergency Communications' (CSEC) requires local addressing programs to follow the state's Recommended Best Practices for 9-1-1 GIS and Mapping², Module VI. Map Base Layers and Data Fields, are required to be followed to meet the Minimum Map Base Layers (road network, political boundaries [incorporated cities and MSAG communities], and ESZ boundaries) and for the address structures Recommended Map Base Layer. Together, these GIS layers form the Core GIS Layers that support optimum addressing activities throughout the region. In an attempt to stay up to date and to provide as much assistance as possible, NCTCOG encourages the counties to forward this data at least quarterly to NCTCOG's 9-1-1 Program using any currently supported ESRI data format. It is suggested that the counties, at a minimum, back up the Core GIS Layers weekly.

To assure accurate and complete GIS information, it is necessary to follow CSEC's Recommended Best Practices for 9-1-1 GIS and Mapping², Module VII. Database. Attribution of the Core GIS Layers containing address information (road network and address structures) must match the related Master Street Address Guide (MSAG) fields.

CSEC's Recommended Best Practices for 9-1-1 GIS and Mapping², Module V. Positional Accuracy specifies the positional tolerance of map data to be within 33 feet of the actual location. NCTCOG requires that all new data be created within

these recommended tolerances. Legacy data that appears to violate the positional tolerance standard when viewed against current aerial imagery should be adjusted using the current aerial imagery or GPS (Global Positioning System) capable of satisfying the requirements.

- **Road network:** NCTCOG strongly encourages a bi-directional capture of Street Centerlines comprising the road network. Driving both up and down each street segment in either direction will improve the accuracy of the road network that is used in all of the region's PSAPs.
- **Address structures:** Accuracy in 9-1-1 caller location and response time can be improved greatly when an address structure location is captured using a GPS. The X,Y coordinate makes for increased accuracy of Address Location Information (ALI). Methodology will include the capture of a point at the entrance of the driveway of every structure. It is highly recommended that the point later be spatially adjusted in the GIS by moving the point to the rooftop of the structure in accordance with recommendations by L.R. Kimball and Associates.

In accordance with recommendations by L.R. Kimball and Associates, NCTCOG's 9-1-1 Program requires maintenance and preservation of spatial relationships between features sharing coincident geometry. For example, Municipal Boundaries partially define Emergency Service Zone (ESZ) boundaries, and where this happens, the polygons should precisely match each other vertex-by-vertex. Another example is where segments of the road network define municipal boundaries. Where this happens, the polygon should precisely follow the road network segments vertex-by-vertex. Other spatial relationships that must be preserved are street intersections. Where a road network segment intersects with at least one additional road network segment, all segments must converge at the same node. Likewise, road network segments must be split at the precise boundaries of counties, cities, Master Street Address Guide (MSAG) communities (if applicable), ESZ boundaries and postal boundaries, and the ends of the resulting segments must converge at the same node.

In accordance with recommendations by L.R. Kimball and Associates, NCTCOG's 9-1-1 Program requires the inclusion of driveways (with proper attribution) in the road network layer under the following circumstances: 1) the driveway is over 500 feet long, or 2) a structure that is accessed by the driveways is obscured when viewed from the road.

The County's Current Addressing Processes documentation must be available for review by county employees, elected county officials, and county residents upon request. At a minimum, the Current Addressing Processes will include:

- The County's Addressing Policy, which includes the addressing scheme and road naming conventions in use by the County
- Documentation of known violations of the County's addressing policy sufficient to abrogate the County Addressing Coordinator and NCTCOG from liability

- Updated contact information for local addressing authorities
- Addressing policies in use by other local addressing authorities within the County

NCTCOG's 9-1-1 Program strongly recommends that County permitting processes require the County Addressing Coordinator to reject proposed street names on final development plats (and optionally preliminary development plats) that are in violation of the County's Addressing Policy. Additionally, the County Addressing Coordinator should assign addresses on the final development plat prior to its approval. Developers should provide the Addressing Coordinator with a paper copy of the final development plat and a geo-referenced Computer Aided Drafting (CAD) file or ESRI shape files. If changes are made to the as-built plat, they should be communicated to the Addressing Coordinator, so that the map may be accurately revised.

NCTCOG encourages the County to maintain a list of contacts of all local addressing authorities within the county. NCTCOG's 9-1-1 Program or the County will host meetings at the County to discuss issues affecting GIS and 9-1-1 addressing, such as recent or future growth, boundary disputes, addressing practices, or aerial imagery acquisition. Meetings will be held annually at a minimum, and the County Addressing Coordinator or NCTCOG 9-1-1 Program will be responsible for sending invitations. In coordination with the NCTCOG 9-1-1 Program, the County will be responsible for setting the agenda, and documenting participation, and following up on issues raised by meeting attendees. Invitees should include the local addressing authorities, GIS staff within cities and the County, and any other persons deemed necessary by any city, or the County.

It is recommended that communications take place regularly between the Addressing Coordinator and any relevant addressing personnel from the cities. The purpose of the meetings is to address any addressing issues that may be of concern to all parties.

Conflicts and problems related to the 9-1-1 GIS data maintained by the County should be resolved by the County, if at all possible. If any issue regarding the GIS data arises which the County cannot resolve, the County should contact NCTCOG for assistance in order to help determine the best course of action.

It is the County's responsibility to resolve any discrepancies between the Core GIS Layers and the information displayed at the PSAP, as reported by a call taker. Upon correction of any identified errors, the County will notify NCTCOG's 9-1-1 Program in writing that the discrepancies have been corrected and will be included in the next update.

The County should provide city boundary updates to NCTCOG's 9-1-1 Program when they are communicated to the County.

The County is requested to annually validate and document Fire District and Emergency Medical Service boundaries, and provide updates to NCTCOG's 9-1-1 Program.

Database Requirements:

It is important for the County to meet all of the requirements set forth in the Texas Administrative Code TITLE 1 (Administration) PART 12 (Commission on State Emergency Communications) CHAPTER 251 (Regional Plans--Standards) RULE §251.9 Guidelines for Database Maintenance Funds³.

In accordance with CSEC Rule 251.9 – Guidelines for Database Maintenance³, the County shall submit a database maintenance plan and budget incorporating all NCTCOG 9-1-1 program requirements, as well as local activities, at the beginning of each fiscal year.

In accordance with CSEC Rule 251.9 – Guidelines for Database Maintenance³, the County will be responsible for submitting and maintaining quarterly budget reports with required documentation to NCTCOG's 9-1-1 fiscal analyst. These reports are due to NCTCOG's 9-1-1 fiscal analysts by the 10th day of each month following the end of the quarter.

The County Addressing Coordinator is strongly encouraged to attend regularly scheduled meetings at NCTCOG.

The County will resolve any discrepancies between the MSAG database and the GIS, as determined necessary by NCTCOG through its regular validation testing. Upon correction of any identified errors, the County will notify NCTCOG's 9-1-1 Program, in writing, that the discrepancies have been corrected and will be included in the next update.

The Addressing Coordinator should track County Commissioner's Court and City Council meetings that relate to development and improvement of GIS implementation for emergency services delivery. If an issue arises where either the County Commissioner's Court or City Council takes a course of action that would interfere with or be inconsistent with the County's Current Addressing Processes, the County must notify NCTCOG in writing within two business days in order to jointly develop an appropriate response.

¹http://www.nena.org/media/File/02-014_20070717.pdf

²<http://www.911.state.tx.us/files/pdfs/CSEC%20GIS%20and%20Mapping%20BP%20FINAL%20Commission%20Approved.pdf>

³[http://info.sos.state.tx.us/pls/pub/readtac\\$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=1&pt=12&ch=251&rl=9](http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=1&pt=12&ch=251&rl=9)

AFFIDAVIT SUBMITTED BY
RUBY COKER
NAVARRO COUNTY TREASURER

STATE OF TEXAS

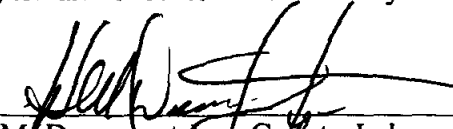
COUNTY OF NAVARRO

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

I, Ruby Coker, the Navarro County Treasurer, on this 23rd day of August, 2010 present to the Navarro County Commissioners Court the Monthly Financial Report for the month ending on July 31, 2010 for the court to review and approve. According to the report, Navarro County had cash on hand in the amount of \$1,469,225.75. Also, other assets totaling \$8,565,428.04 are being held by the Treasurer's office. The total interest for all accounts for the month of July 2010 was \$3,658.78. The total disbursements for the month of July, 2010 were \$3,770,382.60. This report is in compliance with section 114.026 of the Local Government Code, so therefore we hereby execute this affidavit for publication.

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

Signed and executed this 23rd day of August, 2010.



H. M. Davenport Jr. - County Judge




Kit Herrington - Commissioner Pct 1



Faith Holt - Commissioner Pct 2

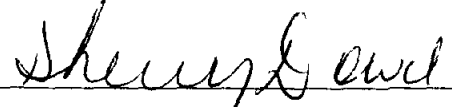


David Warren - Commissioner Pct 3



James Olsen - Commissioner Pct 4

SWORN AND SUBSCRIBED TO BEFORE ME, this 23rd day of August, 2010 by H. M. Davenport, Jr., Kit Herrington, Faith Holt, David Warren, and James Olsen, in their official capacities as the members of the Navarro County Commissioners Court.



Sherry Dowd - Navarro County Clerk



NAVARRO COUNTY COMMISSIONERS COURT
SALARY GRIEVANCE COMMITTEE

Date 8-23-2010

NAME

- 1. Ron Lynch _____
- 2. Jason Ray _____
- 3. Cathy Douglas _____
- 4. Donna Painter-Alternate _____
- 5. John Curtis -Alternate _____
- 6. Whitney Seale-Alternate _____
- 7. Leslie Cotton Sr. Sheriff _____
- 8. Russell Hudson Tax Assessor-Collector _____
- 9. Ruby Coker Treasurer _____
- 10. Sherry Dowd County Clerk _____
- 11. Marilyn Greer District Clerk _____
- 12. Lowell Thompson District Attorney _____

H/6

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

July 30, 2010

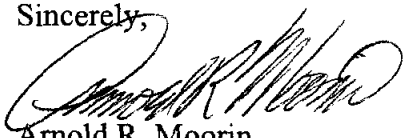
Judge H. M. Davenport
Navarro County Sheriff's Office
300 W 3rd Avenue
Corsicana, TX 75110

Dear Judge Davenport:


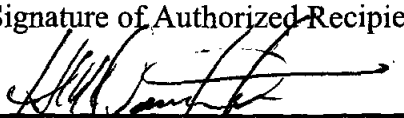
Grant number G10NT0001A has been increased and now totals \$2,540,124.00.


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

All terms and conditions of the original award apply to the Modification. If you have any questions pertaining to this grant award, please feel free to contact Barbara Tyler at (202) 395-6639.

Sincerely,

Arnold R. Moorin
National HIDTA Director

Enclosures

Executive Office of the President Office of National Drug Control Policy		AWARD Grant	Page 1 of 1
1. Recipient Name and Address Judge H. M. Davenport Navarro County Sheriff's Office 300 W 3rd Avenue Corsicana, TX 75110		4. Award Number: G10NT0001A	
		5. Grant Period: From 01/01/2010 to 12/31/2011	
1A. Subrecipient IRS/Vendor No.	6. Date: 7/30/2010	7. Action	
Subrecipient Name and Address	8. Supplement Number 2	Initial	
		<input checked="" type="checkbox"/> Supplemental	
2A. Subrecipient IRS/Vendor No.:	9. Previous Award Amount:	\$2,290,124.00	
3. Project Title	10. Amount of This Award:	\$250,000.00	
Multiple	11. Total Award:	\$2,540,124.00	
12. Special Conditions (check, if applicable) The above Grant is approved subject to such conditions or limitations as are set forth in the original grant agreement.			
13. Statutory Authority for Grant: Public Law 111-117			
14. Typed Name and Title of Approving Official Arnold R. Moorin National HIDTA Director		15. Typed Name and Title of Authorized Official H. M. Davenport Judge Navarro County Sheriff's Office	
16. Signature of Approving ONDCP Official 		17. Signature of Authorized Recipient/Date  8-23-10	
18. Accounting Classification Code DUNS: 071371363 EIN: 1756001092A1		19. HIDTA AWARD OND10B3SE1011 OND2000000 OC 4100 JID: 0,0,0	

Executive Office of the President Office of National Drug Control Policy		AWARD Grant	Page 1 of 1
1. Recipient Name and Address Judge H. M. Davenport Navarro County Sheriff's Office 300 W 3rd Avenue Corsicana, TX 75110		4. Award Number: G10NT0001A	
		5. Grant Period: From 01/01/2010 to 12/31/2011	
1A. Subrecipient IRS/Vendor No.	6. Date: 7/30/2010	7. Action	
Subrecipient Name and Address	8. Supplement Number 2	Initial	
		<input checked="" type="checkbox"/> Supplemental	
2A. Subrecipient IRS/Vendor No.:	9. Previous Award Amount:	\$2,290,124.00	
3. Project Title Multiple	10. Amount of This Award:	\$250,000.00	
	11. Total Award:	\$2,540,124.00	
12. Special Conditions (check, if applicable) The above Grant is approved subject to such conditions or limitations as are set forth in the original grant agreement.			
13. Statutory Authority for Grant: Public Law 111-117			
AGENCY APPROVAL RECIPIENT APPROVAL			
14. Typed Name and Title of Approving Official Arnold R. Moorin National HIDTA Director		15. Typed Name and Title of Authorized Official H. M. Davenport Judge Navarro County Sheriff's Office	
16. Signature of Approving QNDCP Official 		17. Signature of Authorized Recipient/Date	
AGENCY USE ONLY			
18. Accounting Classification Code DUNS: 071371363 EIN: 1756001092A1		19. HIDTA AWARD OND10B3SE1011 OND2000000 OC 4100 JID: 0,0,0	

Initiative Cash by HIDTA

FY 2010

Awarded Budget (as approved by ONDCP)

HIDTA	Agency Name	Initiative	Cash	Type	Grant
North Texas	Navarro County Sheriff's Office	Commercial Smuggling Initiative	80,500.00	Investigation	G10NT0001A
		DHE - North Texas	150,000.00	Interdiction	G10NT0001A
		East Texas Violent Crimes Initiative	44,000.00	Investigation	G10NT0001A
		Eastern Drug Initiative	203,775.00	Investigation	G10NT0001A
		Management and Coordination	604,730.00	Administration	G10NT0001A
		Northern Drug Initiative	43,209.00	Investigation	G10NT0001A
		Operations Support Center	504,616.00	Operations Support	G10NT0001A
		PA - Management and Coordination	60,000.00	Administration	G10NT0001A
		PIP - Northern Drug Initiative	40,000.00	Investigation	G10NT0001A
		Regional Intelligence Support Center	596,989.00	Intelligence	G10NT0001A
		Southern Money Laundering Initiative	21,500.00	Investigation	G10NT0001A
		Training	29,075.00	Operations Support	G10NT0001A
		Violent Crime Initiative	45,406.00	Investigation	G10NT0001A
		Western Drug Initiative	116,324.00	Investigation	G10NT0001A
Agency Total : Navarro County Sheriff's Office			2,540,124.00		
Total			2,540,124.00		

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Budget Detail

2010 - North Texas

Initiative - DHE - North Texas

Award Recipient - Navarro County Sheriff's Office (G10NT0001A)

Resource Recipient - Navarro County Sheriff's Office

<i>Current Budget (net of reprogrammed funds)</i>		<i>\$250,000.00</i>	
Travel		Quantity	Amount
Administrative			\$20,000.00
Training			\$60,000.00
Total Travel			\$80,000.00
Equipment		Quantity	Amount
Technical investigative equipment			\$70,000.00
Total Equipment			\$70,000.00
	Total Budget		\$150,000.00

Budget Detail

2010 - North Texas

Initiative - PA - Management and Coordination

Award Recipient - Navarro County Sheriff's Office (G10NT0001A)

Resource Recipient - Navarro County Sheriff's Office

<i>Current Budget (net of reprogrammed funds)</i>		\$250,000.00
Personnel	Quantity	Amount
Administrative Staff	5	\$7,000.00
Analyst - Intelligence	8	\$7,000.00
Total Personnel		\$14,000.00
Fringe	Quantity	Amount
Administrative staff		\$2,000.00
Analyst - Intelligence		\$2,000.00
Total Fringe		\$4,000.00
Overtime	Quantity	Amount
Investigative - Law Enforcement Officer		\$20,000.00
Total Overtime		\$20,000.00
Facilities	Quantity	Amount
Support		\$2,000.00
Total Facilities		\$2,000.00
Equipment	Quantity	Amount
Computers - networking devices		\$18,000.00
Total Equipment		\$18,000.00
Supplies	Quantity	Amount
Office		\$2,000.00
Total Supplies		\$2,000.00
Total Budget		\$60,000.00

Budget Detail

2010 - North Texas

Initiative - PIP - Northern Drug Initiative

Award Recipient - Navarro County Sheriff's Office (G10NT0001A)

Resource Recipient - Navarro County Sheriff's Office

<i>Current Budget (net of reprogrammed funds)</i>		\$250,000.00
Overtime	Quantity	Amount
Investigative - Law Enforcement Officer		\$9,000.00
Total Overtime		\$9,000.00
Travel	Quantity	Amount
Training		\$5,000.00
Total Travel		\$5,000.00
Equipment	Quantity	Amount
Technical investigative equipment		\$22,000.00
Total Equipment		\$22,000.00
Supplies	Quantity	Amount
Investigative/operational		\$2,000.00
Office		\$2,000.00
Total Supplies		\$4,000.00
Total Budget		\$40,000.00

#18

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Lease Agreement



Customer: NAVARRO, COUNTY OF

Bill To: NAVARRO COUNTY
AUDITORS OFFICE
300 W 3rd Ave
Corsicana, TX 75110-4672

Install: NAVARRO COUNTY
TREASURERS OFC
300 W 3rd Ave
Corsicana, TX 75110-4672

Tax ID#: 1

Negotiated Contract : 072452800

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. WC7232P (WC7232P COP/PRTR)	- 7132 Stand - Dadf - 3-hole Punch(fin-lx) - Office Finisher Lx - Productivity Pack	Lease Term: 60 months Purchase Option: FMV	- Xerox WC5030P S/N FLB017801 Trade-In as of Payment 35	10/8/2010

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. WC7232P	\$289.10	1: BW 2: Color	1 - 5,000 5,001+ 1 - 1,850 1,851+	Included \$0.0084 Included \$0.0690	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$289.10	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature


Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.

Signer: *[Signature]* Phone: (903)654-3095

Signature: *H. M. Davenport, Jr.* Date: *8-23-10*

Thank You for your business!
This Agreement is proudly presented by Xerox and
Peggy Rush
(903)675-3464

For information on your Xerox Account, go to
www.xerox.com/AccountManagement





Lease Agreement

Customer: NAVARRO, COUNTY OF

BillTo: COUNTY OF NAVARRO
AUDITOR
300 W 3rd Ave
Corsicana, TX 75110-4603


Install: COUNTY OF NAVARRO
TAX ASSESSOR
FI 1
300 W 3rd Ave
Corsicana, TX 75110-4603

Tax ID#: 1

Negotiated Contract : 071712302

Solution		Agreement Information	Requested Install Date
Item	Product Description		
1. W5135T (W5135 COPIER W/HCTT)	- Offset Catch Tray - Embedded Fax - 1line - Customer Ed - Analyst Services	Lease Term: 48 months Purchase Option: FMV	10/8/2010

Monthly Pricing					
Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. W5135T	\$131.70	1: Meter 1	1 - 2,500 2,501+	Included \$0.0080	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$131.70	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature	
<p>Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.</p> <p>Signer: <u>H. M. DAVENTON, JR.</u> Phone: (903)654-3095</p> <p>Signature: <u>[Handwritten Signature]</u> Date: <u>8-23-10</u></p>	<p>Thank You for your business!</p> <p>This Agreement is proudly presented by Xerox and</p> <p>Peggy Rush (903)675-3464</p> <p>For information on your Xerox Account, go to www.xerox.com/AccountManagement</p> 

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Lease Agreement

Customer: NAVARRO, COUNTY OF

Bill To: NAVARRO COUNTY
AUDITORS OFFICE

State Of Texas
300 W 3rd Ave
Corsicana, TX 75110-4672

Tax ID#: 1


Negotiated Contract : 071710902

Install: NAVARRO COUNTY
EXTENSION

300 W 3rd Ave
Corsicana, TX 75110-4672

Solution		Agreement Information	Trade Information	Requested Install Date
Item	Product Description			
1. W7655P (WC7655 COPY/PRNT)	- Single Line Fax Kit - Print-copy Ntwk Ctrl - Pro Finisher-2/3hole - Analyst Services	Lease Term: 54 months Purchase Option: FMV	- Xerox WC7655P S/N VDR536583 Trade-In as of Payment 48	10/8/2010

Monthly Pricing					
Item	Lease Minimum Payment	Meter	Print Charges		Maintenance Plan Features
			Volume Band	Per Print Rate	
1. W7655P	\$509.50	1: BW 2: Color	1 - 13,000 13,001+ 1 - 250 251+	Included \$0.0060 Included \$0.0890	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$509.50	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature	
<p>Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.</p> <p>Signer: <u>H. M. Dauvont, Jr.</u> Phone: (903)654-3095</p> <p>Signature: <u>[Handwritten Signature]</u> Date: <u>8-23-10</u></p>	<p>Thank You for your business!</p> <p>This Agreement is proudly presented by Xerox and</p> <p>Peggy Rush (903)675-3464</p> <p>For information on your Xerox Account, go to www.xerox.com/AccountManagement</p> 

350

Lease Agreement



Customer: NAVARRO, COUNTY OF

BillTo: COUNTY OF NAVARRO
AUDITORS OFFICE

300 W 3rd Ave
Corsicana, TX 75110-4603

Tax ID#: 1


Negotiated Contract : 072453000

Install: COUNTY OF NAVARRO
JAIL

300 W 2nd Ave
Corsicana, TX 75110-3004

Solution			
Item	Product Description	Agreement Information	Trade Information
1. 5755T	(WC5755 COPIER/4TRAY) - 3-hole - Ofcfin Only - Conv.stapler (50 Sh) - Office Finisher	Lease Term: 48 months Purchase Option: FMV	- Xerox CC238 S/N URT156771 Trade-In as of Payment 35
			Requested Install Date: 10/8/2010

Monthly Pricing					
Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. 5755T	\$204.53	1: Meter 1	1 - 50,000 50,001+	Included \$0.0066	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$204.53	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature	
<p>Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.</p> <p>Signer: <i>H. M. Davenport, Jr.</i> Phone: (903)654-3095</p> <p>Signature: <i>[Handwritten Signature]</i> Date: <i>8-23-10</i></p>	<p>Thank You for your business!</p> <p>This Agreement is proudly presented by Xerox and</p> <p>Peggy Rush (903)675-3464</p> <p>For information on your Xerox Account, go to www.xerox.com/AccountManagement</p> 

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Lease Agreement



Customer: NAVARRO, COUNTY OF

BillTo: COUNTY OF NAVARRO
AUDITORS OFFICE

300 W 3rd Ave Ste 10
Corsicana, TX 75110-4672

Tax ID#: 1

Negotiated Contract : 072453000

Install: COUNTY OF NAVARRO
SHERIFF

312 W 2nd Ave

Corsicana, TX 75110-3004

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. 5740T	(WC5740 COPIER/4TRAY) - 3-hole - Ofcfin Only - Conv.stapler (50 Sh) - Office Finisher	Lease Term: 48 months Purchase Option: FMV	- Xerox WC5638 S/N WRT622615 Trade-In as of Payment 22	10/8/2010

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. 5740T	\$216.44	1: Meter 1	1 - 20,000 20,001+	Included \$0.0091	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$216.44	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.		Thank You for your business! This Agreement is proudly presented by Xerox and	
Signer: <i>H. M. Davenport, Jr.</i>	Phone: (903)654-3095	Peggy Rush (903)675-3464	
Signature: <i>[Handwritten Signature]</i>	Date: <i>8-23-10</i>	For information on your Xerox Account, go to www.xerox.com/AccountManagement	



Lease Agreement



Customer: NAVARRO, COUNTY OF

Bill To: COUNTY OF NAVARRO
 COUNTY AUDITORS
 Office
 300 W 3rd Ave
 Corsicana, TX 75110-4672
 Tax ID#: 1
 Negotiated Contract : 072453000

Install: COUNTY OF NAVARRO
 DISTRICT ATTORNEY
 300 W 3rd Ave
 Corsicana, TX 75110-4603

Solution			
Item	Product Description	Agreement Information	Requested Install Date
1. 5745PT	(WC5745 PRINTER/4TRAY) - 3-hole - Ofcfin Only - Conv.stapler (50 Sh) - Embedded Fax-1 Line - Mono Scanning Kit - Office Finisher - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV	- Xerox WCP245 S/N UTV868815 Trade-In as of Payment 40 10/8/2010

Monthly Pricing					
Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. 5745PT	\$312.63	1: Meter 1	1 - 25,000 25,001+	Included \$0.0091	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$312.63	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature	
Customer acknowledges receipt of the terms of this agreement which consists of 4 pages including this face page. Signer: <i>H.M. Davenport, Jr</i> Phone: (903)654-3095 Signature: <i>[Signature]</i> Date: <i>8-23-10</i>	Thank You for your business! This Agreement is proudly presented by Xerox and Peggy Rush (903)675-3464 For information on your Xerox Account, go to www.xerox.com/AccountManagement



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Lease Agreement

BillTo: COUNTY OF NAVARRO
 COUNTY AUDITORS
 Office
 300 W 3rd Ave
 Corsicana, TX 75110-4672
 Tax ID#: 1
 Negotiated Contract : 072453000

Install: COUNTY OF NAVARRO
 PLANNING & DEVELOP
 300 W 3rd Ave
 Corsicana, TX 75110-4672

Solution				
Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1.	5740PT (WC5740 PRINTER/4TRAY) - 3-hole - Ofcfin Only - Conv.stapler (50 Sh) - Embedded Fax-1 Line - Mono Scanning Kit - Office Finisher - Customer Ed - Analyst Services	Lease Term: 48 months Purchase Option: FMV	- Xerox WCP232 S/N URT824754 Trade-In as of Payment 26	10/8/2010

Monthly Pricing					
Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. 5740PT	\$298.67	1: Meter 1	1 - 20,000 20,001+	Included \$0.0091	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$298.67	Minimum Payments (Excluding Applicable Taxes)			

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Lease Agreement

BillTo: COUNTY OF NAVARRO
 COUNTY AUDITORS
 Office
 300 W 3rd Ave
 Corsicana, TX 75110-4672
 Tax ID#: 1
 Negotiated Contract : 072453000

Install: COUNTY OF NAVARRO
 COUNTY CLERKS OFFICE
 1st Floor
 300 W 3rd Ave
 Corsicana, TX 75110-4672

County Clerk

District Clerk

Solution				
Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. 5755PT	(WC5755 PRINTER/4TRAY) - 3-hole - Ofc/in Only - Conv.stapler (50 Sh) - Mono Scanning Kit - Office Finisher - Customer Ed - Analyst Services	Lease Term: 48 months Purchase Option: FMV	- Xerox WC5655P S/N WTD710345 Trade-In as of Payment 13	10/8/2010
2. 5745PT	(WC5745 PRINTER/4TRAY) - 3-hole - Ofc/in Only - Embedded Fax-1 Line - Office Finisher - Customer Ed - Analyst Services	Lease Term: 48 months Purchase Option: FMV	- Xerox WC5645P S/N WTD729686 Trade-In as of Payment 24	10/8/2010

County Clerk

District Clerk

Monthly Pricing					
Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. 5755PT	\$434.93	1: Meter 1	1 - 50,000 50,001+	Included \$0.0066	- Consumable Supplies Included for all prints - Pricing Fixed for Term
2. 5745PT	\$421.14	1: Meter 1	1 - 25,000 25,001+	Included \$0.0091	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$856.07	Minimum Payments (Excluding Applicable Taxes)			

NAVARRO COUNTY, TEXAS
BID TABULATION
2011-A-001 - ANNUAL CONTRACT
MISCELLANEOUS AUTO PARTS

VENDOR	RATE	Special Item Rates
B & G Auto Parts Gary Pillans	Best Fleet or Wholesale Price on parts & equip.	With Jobber Price on all Plugs, Filters and Batteries
Corsicana NAPA Auto Parts Danny Hudson	Normal Wholesale Rate	
Mills Auto Supply Mike Muesse	Dealer Price	
O'Reilly Auto Parts Chris George	List Less 41% or Better	
Thurston Auto Supply Becky Thurston	Wholesale	
W C Supply John Bridges	List less 10% or better	

Awarded to all Bidders

**NAVARRO COUNTY, TEXAS
 BID TABULATION
 2011-B-002 - ANNUAL CONTRACT
 BRIDGES BOX CULVERTS**

VENDOR:	Neyland Bridge Co.	Watkins Development Corp.	Yoder Construction Co.
Unlimited- Single Box Culvert			
7'X10'X24'	\$30,000.00	\$22,760.00	\$25,000.00
Unlimited- Clear Span Bridge- New Beams Only			
20'X24'	10000 *	\$32,495.00	\$35,345.00
30'X24'	15000 *	\$43,488.00	\$44,262.00
40'X24'	18000 *	\$54,910.00	\$48,874.00
50'X24'	20000 *	\$68,290.00	\$62,782.00
60'X24'	22000 *	\$80,990.00	\$75,000.00
Used Beams			
60'X24'			\$70,000.00
	<p>* Labor Only - I get \$200.00/hr 4 man crew, 3 welding machine, pile driver & backhoe. With no specs or plans it is very hard to bid , no load limits required. The steel companies that I deal with will not give me a year bid without uping the price that could cost the county \$3000 to \$5000 per bridge extra. By buying the steel on an as needed basis the county could save as much as \$5000 on a 50' bridge.</p>	<p>The bridges proposed here are limited to the same design & workmanship as the bridge on SE CR 2030 that was constructed in 2009. No engineering, load rating, safety or warranty beyond that what is inherent to that bridge is expressed or implied in this proposal.</p>	
Awarded to all Bidders			

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NAVARRO COUNTY, TEXAS
BID TABULATION
2011-C-003 - ANNUAL CONTRACT
CULVERTS

VENDOR: DIAMETER (Inches)	Gage	Contech Construction	Wilson Culverts	
CULVERTS (price per linear foot)				
12	16 Gage	6.70	6.35	
15	"	8.16	7.93	
18	"	10.15	9.49	
24	"	12.92	12.62	
30	"	16.32	15.81	
36	"	19.72	19.13	
42	"	23.12	22.11	
48	14 Gage	37.80	36.26	
60	"	46.90	44.63	
72	"	56.74	54.01	
96	"	76.21	71.22	
DELIVERY		1-2 Days	5-7 Working Days Min. Order \$2000	
DMP BANDS (price each)				
12"	Each	10.20	9.53	
15	"	12.24	11.90	
18	"	15.30	14.24	
24	"	19.38	18.93	
30	"	24.48	23.72	
36	"	29.58	28.70	
42	"	34.68	33.17	
48	"	56.70	45.56	
*Indicates a 2' wide band. All others are approx 1' wide.				
12"	Pair	47.65	92.76	pair w/bands
15	"	70.25	142.58	pair w/bands
18	"	102.50	202.08	pair w/bands
24	"	169.02	310.20	pair w/bands
30	"	245.07	443.36	pair w/bands
36	"	377.25	613.04	pair w/bands
DELIVERY		1-2 Days	5-7 Working Days Min. Order \$2000	
CONTACT NAME		Gwen Phinney	Terry D. Huffines	
CONTACT PHONE		972-590-2000	800-234-0084	

Awarded to all Bidders

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**NAVARRO COUNTY, TEXAS
 BID TABULATION
 2011-F-004 - ANNUAL CONTRACT
 FUEL**

VENDOR	*Winters Oil	Johnson Oil
UNLEADED		
Grade	89 Octane	89 Octane
Rack Price	2.0030	2.0030
Tax	0.2000	0.2000
Freight	0.0356	0.0320
Profit	0.0295	0.0390
Total Cost	2.2681	2.2740
Primary Distributor	Flint Hills	Flint Hills or Exxon
DIESEL		
Rack Price	2.1020	2.1020
Tax	0.2000	0.2000
Freight	0.04050	0.03620
Profit	0.0295	0.0390
Total Cost	2.37180	2.37720
Primary Distributor	Flint Hills	Flint Hills or Exxon
CONTACT NAME	Phil Judson	Tom Johnson
CONTACT PHONE	872-4166	872-6621

Awarded to All Bidders

- *Beginning in October, 2009 - All Supplying Terminals will only be offering E-10 Ethanol Blended Gasoline.
- *We will only be able to deliver E-10 Blended gasoline after October, 2009. Bid Constant will remain the same
- *We Reserve the right to change supplier if supply is not available from enclosed bid form.
- *Constant will remain the same.

**NAVARRO COUNTY, TEXAS
 BID TABULATION
 2011-H-005 - ANNUAL CONTRACT
 HAULING**

Vendor Company Name	# of Trucks	Delivery Time	Delivery Limitations	Min/Max Qty. per Ton/Truck	Pct #1	Pct. #2	Pct. #3 Richland	Pct. #3 Dawson	Pct. #4	Additional Comments
Aggregate Haulers Fuel Chart Attached	35		2 Days Notice	20/27	Hanson 6.51/8.53 Lone Star 3.50/5.00	Hanson 8.06/8.84 Lone Star 5.00/5.75	Hanson 5.15/6.98 Lone Star 3.50/5.75	Hanson 5.15/6.98 Lone Star 4.75/5.75	Hanson 8.22/9.92 Lone Star 5.25/6.50	County Barn/County Road *Attached fuel surcharge sheet to be applied if fuel prices exceed \$3.00 per gallon
Cactus Express	140		None	25/7	Mexia 5.50 Groesbeck 6.80	Mexia 6.80 Groesbeck 8.90	Mexia 4.75 Groesbeck 6.00	Mexia 5.25 Groesbeck 6.50	Mexia 6.80 Groesbeck 8.90	
Coker & Son Trucking Fuel Chart Attached	12	On Request	2 Day Notice	25/28	9.00	9.00	9.00	9.00	9.00	Diesel goes to \$3.17 a gallon additional fee will be added. Chart enclosed. EX: (\$3.17/fuel at 41-50 miles haul add .41. 26 tons x .41 fuel surcharge=\$10.66 now add 26 tons x 9.50 haul rate=247.00 added together equals \$257.66
Gary Holloway	2	Same Day	None with notice	12/25	Mexia 7.50 Lone Star 6.00	Mexia 8.50 Lone Star 7.00	Mexia 7.00 Lone Star 5.50	Mexia 8.50 Lone Star 7.00	Mexia 8.50 Lone Star 7.00	
Dwayne LaCour Trucking	1	Mon-Fri	24/48 hour notice	24/26	Mexia 9.00 Lone Star 6.00 Vulcan 8.50	Mexia 9.00 Lone Star 6.00 Vulcan 8.50	Mexia 9.00 Lone Star 6.00 Vulcan 8.50	Mexia 9.00 Lone Star 6.00 Vulcan 8.50	No Bid	\$75.00/hour on any other work not covered by Bid. All rates pending Fuel Surcharges should fuel prices rise above \$3.00 Gal.
Tommy Montgomery Sand & Gravel	1		None	20/27	6.25	8.00	6.25	7.00	7.00	
Wallis Trucking		On Request	None		5.00	5.00	5.00	5.00	5.00	
Wally's Dozer Service	2	ASAP	None	24/26	Lone Star 6.00 Mexia 8.50	Lone Star 7.00 Mexia 9.50	Lone Star 6.00 Mexia 8.00	Lone Star 7.00 Mexia 8.00	Lone Star 7.00 Mexia 9.00	
Contracts awarded to all bidders.										

**NAVARRO COUNTY, TEXAS
 BID TABULATION
 BID NO. 2011-R-006 ANNUAL CONTRACT
 ROAD AND BASE MATERIALS**

(Material picked up at pit/plant) VENDOR	HOT OIL SAND	HOT MIX	HOT MIX COLD LAID	CATIONIC EMULSION	FLEX BASE A/1/2	FLEX BASE A/2/2	WASTE	TYPE "C" ROCK	TYPE "D" ROCK	GRADE 3 COVER STONE	PEA GRAVEL	DIRTY ROCK	3/8 LIGHT WEIGHT AGGR	OTHER (See Notes Below)
Apac/Armor Materials	53.00	60.00	62.00	-	-	-	-	-	-	-	-	-	-	-
Bowles Sand & Gravel	-	-	-	-	-	-	-	8.00	-	-	6.25	-	-	ii
Congress/Union	-	-	-	-	-	-	-	8.00	-	-	8.00	8.00	-	iii
Ergon Asphalt	-	-	-	464.30	-	-	-	-	-	-	-	-	-	iv
Hanson Aggregates	-	-	-	-	-	-	-	-	-	-	-	-	-	v
Knife River Corp	-	56.00	100.00	-	-	5.55	14.00	-	-	-	6.75	-	-	vi
Lone Star Aggregates	-	-	-	-	-	8.80	-	-	8.80	13.00	-	-	-	vii
TXI	-	-	-	-	-	-	-	-	-	35.00	-	-	20.00	viii
Vulcan Materials	-	-	70.00	-	7.30	7.00	-	20.00	20.00	-	-	-	-	-
(Material delivered) PCT 1														
Apac/Armor Materials	57.00	64.00	66.00	-	-	-	-	-	-	-	-	-	-	-
Bowles Sand & Gravel	-	-	-	-	-	-	-	13.50	-	-	11.75	-	-	-
Ergon Asphalt	-	-	-	490.29	-	-	-	-	-	-	-	-	-	-
Lone Star Aggregates	-	-	-	-	-	12.50	-	-	12.50	18.00	-	-	-	-
TXI	-	-	-	-	-	-	-	-	-	38.00	-	-	23.00	-
Vulcan Materials	-	-	-	-	15.70	15.70	-	28.70	28.70	-	-	-	-	-
(Material delivered) PCT 2														
Apac/Armor Materials	58.00	65.00	67.00	-	-	-	-	-	-	-	-	-	-	-
Bowles Sand & Gravel	-	-	-	-	-	-	-	15.50	-	-	13.75	-	-	-
Ergon Asphalt	-	-	-	490.91	-	-	-	-	-	-	-	-	-	-
Lone Star Aggregates	-	-	-	-	-	14.00	-	-	14.00	18.25	-	-	-	-
TXI	-	-	-	-	-	-	-	-	-	39.08	-	-	24.08	-
Vulcan Materials	-	-	-	-	17.30	17.30	-	30.30	30.30	-	-	-	-	-
(Material delivered) PCT 3														
				Richland / Dawson				Richland / Dawson		Richland / Dawson	Richland / Dawson		Richland / Dawson	
Apac/Armor Materials	59.50	66.50	68.50	-	-	-	-	-	-	-	-	-	-	-
Bowles Sand & Gravel	-	-	-	-	-	-	-	15.25/14.00	-	-	13.50/12.25	-	-	-
Ergon Asphalt	-	-	-	490.91/489.05	-	-	-	-	-	-	-	-	-	-
Lone Star Aggregates	-	-	-	-	-	12.75	-	-	12.75	18.25	-	-	-	-
TXI	-	-	-	-	-	-	-	-	-	39.08/36.84	-	-	24.08/21.84	-
Vulcan Materials	-	-	-	-	14.00	13.90	-	26.90	26.90	-	-	-	-	-

**NAVARRO COUNTY, TEXAS
 BID TABULATION
 BID NO. 2011-R-006 ANNUAL CONTRACT
 ROAD AND BASE MATERIALS**

(Material delivered) PCT 4														
Apac/Armor Materals	59.50	66.50	68.50	-	-	-	-	-	-	-	-	-	-	-
Bowles Sand & Gravel	-	-	-	-	-	-	-	13.00	-	-	11.25	-	-	-
Ergon Asphalt	-	-	-	490.29	-	-	-	-	-	-	-	-	-	-
Lone Star Aggregates	-	-	-	-	-	13.00	-	-	13.00	18.25	-	-	-	-
TXI	-	-	-	-	-	-	-	-	-	39.08	-	-	24.08	-
Vulcan Materials	-	-	-	-	16.60	16.60	-	29.60	29.60	-	-	-	-	-

Awarded to all Bidders

Prices shown are per ton unless otherwise specified.

(1) Alternate Materials Bid - Bid Response Attached

i. Arnold Crush Stone

- 1" Flexbase Blum Plant \$4.00 per/ton FOB Blum Plant
- 3x5 oversize Blum Plant \$6.50 per/ton FOB Blum Plant
- 3/8 Minus Blum Plant \$3.00 per/ton FOB Blum Plant

ii. Bowles Sand&Gravel

- Concrete Sand = \$6.50/tn
- Road Base = Pit Run = \$7.50/tn
- Top Soil = \$2.00/tn
- Screened Top Soil = \$3.50/tn

iii. Congress/Union

- Chat - 1/4" gravel/sand mix, traction on muddy or icy roads

iv. Ergon Asphalt

- Full load = 5,500gal. Freight based on full load even if less is needed
- Demurrage = \$80.00/hr after 2nd hour- Return freight = 1/2 outgoing tariff
- Pump & Hose charge = \$80.00/per load

v. Hason Aggregates

	2" Minus Base - per/ton	
Material Only	5.5	
	Delivered to road	Barn
PCT 1	14.03	12.01
PCT 2	14.34	13.56
PCT 3	12.48	10.65
PCT 3	15.42	13.72

vi. Knife River

FOB plant

1x3 Rip Rap	16.50/per ton
3x5 Rip Rap	16.50/per ton
4x8 Rip Rap	16.50/per ton
12-18 Rip Rap	25.00/per ton
18-24 Rip Rap	25.00/per ton

vii. Lone Star Aggr.

3x5 Rip Rap	15.75
4x8 Rip Rap	21.00
8x12 Rip Rap	25.00
12x18 Rip Rap	26.75
18x24 Rip Rap	26.75
24 & Up Rip Rap	26.75
Mfg. Sand	13.50
1x3 Utility Stone LS #	18.00

(Applied pricing is delivered to stockpile for noted Pct.
 Delivery does not include placement of material)

viii. TXI

Decomposed Granite Red Dustless Base : Pit Run

Plant: Tishimingo, OK	
Material:	5.00/ton
Delivered Pct. 1	28.35/ton
Delivered Pct. 2,3,4	28.89/ton

361.

NAVARRO COUNTY, TEXAS
ANALYSIS OF ELECTED OFFICIAL SALARY INCREASES
FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2011

ELECTED OFFICIAL	2010				2011				NET INCREASE
	ANNUAL SALARY	LONGEVITY	OTHER	TOTAL COMP	ANNUAL SALARY	LONGEVITY	OTHER	TOTAL COMP	
District Judge	\$ 15,000		\$ 1,020	16,020	15,000		1,020	16,020	-
District Attorney	\$ 15,000		\$ -	15,000	15,000		1,020	16,020	1,020
County Judge (1)	65,039	200	25,620	90,859	65,039	300	25,620	90,959	100
County Commissioner - Pct 1	49,053	1,000	12,000	62,053	49,053	1,125	12,000	62,178	125
County Commissioner - Pct 2	49,053	5,200	13,020	67,273	49,053	5,400	13,020	67,473	200
County Commissioner - Pct 3	49,053	-	13,020	62,073	49,053	100	13,020	62,173	100
County Commissioner - Pct 4	49,053	200	13,020	62,273	49,053	300	13,020	62,373	100
County Clerk	49,588	3,500	600	53,688	49,588	4,200	600	54,388	700
District Clerk	49,588	6,400	600	56,588	49,588	6,600	600	56,788	200
Justice of the Peace - Pct 1	49,588	5,400	4,920	59,908	49,588	5,600	4,920	60,108	200
Justice of the Peace - Pct 2	49,588	750	4,920	55,258	49,588	875	4,920	55,383	125
Justice of the Peace - Pct 3	49,588	100	4,500	54,188	49,588	-	4,920	54,508	320
Justice of the Peace - Pct 4	49,588	5,200	4,920	59,708	49,588	5,400	4,920	59,908	200
County Treasurer	49,588	1,250	600	51,438	49,588	1,650	600	51,838	400
Tax Assessor & Collector	49,588	200	600	50,388	49,588	300	600	50,488	100
County Sheriff	68,057	5,400	-	73,457	68,057	5,600	-	73,657	200
Constable - Pct 1	12,651	400	-	13,051	15,000	100	-	15,100	2,049
Constable - Pct 2	12,651	-	-	12,651	12,651	100	-	12,751	100
Constable - Pct 3	7,088	1,000	-	8,088	2,400	1,125	-	3,525	(4,563)
Constable - Pct 4	12,651	200	-	12,851	17,000	300	-	17,300	4,449

NOTE:

(1) Amount shown under "Other" includes State Supplement and amount for service on the Juvenile Board in addition to Travel Allowance.

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