

NAVARRO COUNTY COMMISSIONER'S COURT

A SPECIAL MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON MONDAY THE, 27TH DAY OF SEPTEMBER, 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. 10:05 A.M. MOTION TO CONVENE BY HERRINGTON SEC BY WARREN
ALL VOTED AYE MOTION CARRIED
2. OPENING PRAYER BY COMMISSIONER HOLT
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENTS-NO COMMENTS

CONSENT AGENDA

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

5. APPROVE THE MINUTES FROM THE PREVIOUS MEETING OF
SEPTEMBER 13TH, 2010, SEPTEMBER 20TH, 2010 AND SEPTEMBER 21ST,
2010
6. APPROVE AND PAY BILLS AS SUBMITTED BY COUNTY AUDITOR

REGULAR AGENDA

7. MOTION TO ADOPT THE BUDGET BY JUDGE DAVENPORT SEC BY
OLSEN
VOTED AYE JUDGE DAVENPORT, HERRINGTON, WARREN, & OLSEN
VOTED NO-HOLT MOTION CARRIED 4-1 **TO WIT PG 498A**
8. MOTION TO ADOPT THE TAX RATE BY JUDGE DAVENPORT SEC BY
HERRINGTON **TO WIT PG 498B**
ALL VOTED AYE MOTION CARRIED

9. MOTION TO APPROVE RATIFY THE PROPERTY TAX INCREASE REFLECTED IN THE FISCAL YEAR 2011 BUDGET BY JUDGE DAVENPORT SEC BY HERRINGTON **TO WIT PG 498C**
ALL VOTED AYE MOTION CARRIED
10. MOTION TO APPROVE 2011 MEMORANDUM OF AGREEMENT BETWEEN THE NORTH TEXAS HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) AND LANCE SUMPSTER, HIDTA DIRECTOR BY HERRINGTON SEC BY HOLT **TO WIT PG 499-507**
ALL VOTED AYE MOTION CARRIED
11. MOTION TO APPROVE DESIGNATING THE DATES THE COURT WILL CONVENE IN A REGULAR TERM PURSUANT TO LOCAL GOVERNMENT CODE SECTION 81.005(a) REGULAR MEETING 2ND MONDAY OF THE MONTH AND THE 4TH MONDAY SPECIAL MEETING BY HOLT SEC BY WARREN
ALL VOTE AYE MOTION CARRIED
12. MOTION TO APPROVE CERTIFYING UNBUDGETED REVENUE FROM THE STATE OF TEXAS RECEIVED PURSUANT TO LOCAL GOVERNMENT CODE 111.0706 BY OLSEN SEC BY WARREN
ALL VOTED AYE MOTION CARRIED
13. MOTION TO APPROVE SPECIAL BUDGET AMENDMENT IN ACCORDANCE WITH THE LOCAL GOVERNMENT CODE 111.0706 BY OLSEN SEC BY HERRINGTON **TO WIT PG 508-509**
ALL VOTED AYE MOTION CARRIED
14. MOTION TO APPROVE RESOLUTION AUTHORIZING COUNTY GRANT TO KAUFMAN COUNTY SENIOR CITIZENS SERVICES, INC. DBA NAVARRO COUNTY MEALS ON WHEELS BY HOLT SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED **TO WIT PG 510**
15. MOTION TO APPROVE TEXAS HEALTH AND HUMAN SERVICES COMMISSION CERTIFICATION OF GOVERNMENTAL ENTITY PARTICIPATION BY HERRINGTON SEC BY WARREN
ALL VOTED AYE MOTION CARRIED **TO WIT PG 511-519**
16. MOTION TO APPROVE ORDER FORM FOR PURCHASES OF GOOGLE APPS SERVICES FOR FY 2011 BY HOLT SEC BY WARREN
ALL VOTED AYE MOTION CARRIED **TO WIT PG 520-529**

17. STRIKE SAME AS # 12 CERTIFYING UNBUDGETED REVENUE RECEIVED FROM THE TEXAS HISTORICAL COMMISSION PURSUANT TO LOCAL GOVERNMENT CODE 111.0706
18. STRIKE SAME AS #13 SPECIAL BUDGET AMENDMENT IN ACCORDANCE WITH THE LOCAL GOVERNMENT CODE 111.0706 DUE TO RECEIPT UNBUDGETED FUNDS
19. MOTION TO APPROVE PROCLAMATION FOR THE 4-H YOUTH DEVELOPMENT PROGRAM OF THE TEXAS AGRILIFE EXTENSION SERVICES TO DESIGNATE OCTOBER 3-9, 2010 AS NATIONAL 4-H IN TEXAS, EMILY COOPER BY OLSEN SEC BY WARREN
ALL VOTED AYE MOTION CARRIED **TO WIT PG 530**
20. MOTION TO APPROVE ENGAGEMENT CONTRACT WITH HUDSON AND O'LEARY, LLP ATTORNEYS AT LAW BY HOLT SEC BY WARREN
ALL VOTED AYE MOTION CARRIED **TO WIT PG 531-537**
21. MOTION TO APPROVE YEAR END REPORT FROM NAVARRO COUNTY SOIL AND WATER DISTRICT, BOBBY WILSON BY OLSEN SEC BY WARREN
ALL VOTED AYE MOTION CARRIED **TO WIT PG 538-541**
22. MOTION TO APPROVE PURCHASE OF A MOTORGRADER FOR PRECINCT 1 BY HOLT SEC BY WARREN
ALL VOTED AYE MOTION CARRIED
23. MOTION TO APPROVE PURCHASE OF TECHNOLOGY FUND FOR JUSTICE OF THE PEACE, PRECINCT 2
ALL VOTED AYE MOTION CARRIED
24. MOTION TO APPROVE DECLARING TRACTOR TS 100 NEW HOLLAND AS SALVAGE FOR PRECINCT 2 BY HOLT SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED
25. MOTION TO APPROVE MOVING FUNDS 25,000 OUT OF BRIDGE MATERIAL 212-612-377 TO MACHINE AND EQUIPMENT 212-612-575 FOR PCT 2 BY HOLT SEC BY WARREN
ALL VOTED AYE MOTION CARRIED

26. MOTION TO APPROVE PURCHASING A JOHN DEERE TRACTOR 6115 D AND CX 15 MOWER, PRECINCT 2 BY HOLT SEC BY WARREN
ALL VOTD AYE MOTION CARRIED
27. MOTION TO APPROVE COUNTY TREASURER'S REPORT OF CASH AND INVESTMENTS FOR THE MONTH OF AUGUST, 2010 BY OLSEN SEC B WARREN
ALL VOTED AYE MOTION CARRIED **TO WIT PG 542**
28. MOTION TO POSTPONE COUNTY MARKETING AGREEMENT WITH COAST 2 COAST RX PRESCRIPTION DISCOUNT PROGRAM BY HERRINGTON SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED
29. NO ACTION TAKEN ON BURN BAN
30. MOTION TO ADJOURN BY HOLT 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 SEPTEMBER 27, 2010.

SIGNED 27 DAY OF SEPTEMBER, 2010.


SHERRY DOWD, COUNTY CLERK

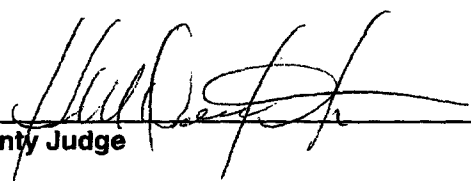


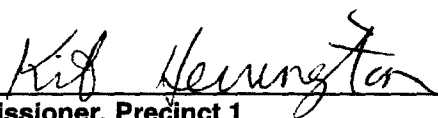
NAVARRO COUNTY, TEXAS

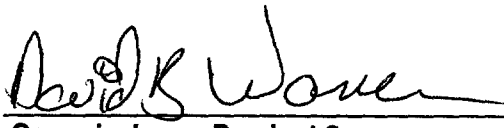
ORDER ADOPTING THE BUDGET FOR FISCAL YEAR 2011

On this the 27th day of September, A.D., 2010, came to be considered the Budget of estimated revenues and expenditures for the period beginning October 1, 2010 and ending September 30, 2011, and it appearing to the Commissioners Court that said Budget is in accordance with law, and has been duly prepared by the County Judge, assisted by the County Auditor, and fully filed for inspection, and the said corrections thereof having been made by the Commissioners Court on motion made, seconded and carried, it is ordered by the Commissioners Court that the said Budget be, and it is hereby, approved and adopted. It is further ordered by the Court that totals shown in said Budget for total department expenditures be considered to be Budget Line Items and the amounts shown for budget categories and individual items included in those categories be considered to be supplementary information.

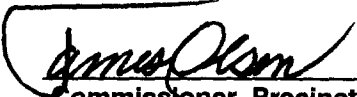
PASSED AND APPROVED this 27th day of September, 2010.


County Judge


Commissioner, Precinct 1

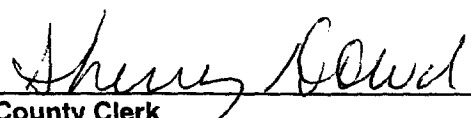

Commissioner, Precinct 3

Commissioner, Precinct 2


Commissioner, Precinct 4

Subscribed and sworn to before me, the undersigned authority, this the 27th day of September, 2010.




County Clerk
Navarro County, Texas

NAVARRO COUNTY, TEXAS

ORDER ADOPTING THE TAX RATE FOR 2010

On this the 27th day of September, 2010, came to be considered the Tax Rate for 2010, and it appearing to the Commissioners Court that said Tax Rate has been duly calculated in accordance with law by the county Tax Assessor and Collector, and all required public notices fully filed, and the said Tax Rate, having been duly considered by the Court, on motion made, seconded and carried, it is ordered by the Court that the said Tax Rate be, and it is hereby, approved and adopted as follows:

The General Fund rate shall be \$0.4909 per one hundred dollar valuation;

The Road and Bridge rate shall be \$0.1071 per one hundred dollar valuation;

The Flood Control rate shall be \$0.0090 per one hundred dollar valuation; (All properties with homestead exemption only will receive a \$3,000 exemption on Flood Control Assessment. The Flood Control rate is not subject to abatement.)

The Debt Service rate shall be \$0.0200 per one hundred dollar valuation; and

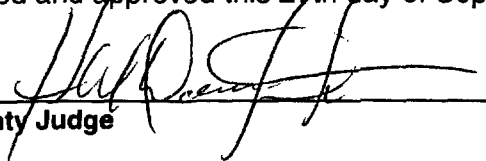
The Total Tax Rate shall be \$0.6270 per one hundred dollar valuation.

The County shall grant an over 65 exemption of \$15,000 on all properties with a homestead exemption.

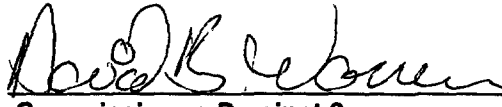
The County shall grant a tax freeze for disabled and 65 and over homeowners passed by the Commissioners Court, July 9, 2004.

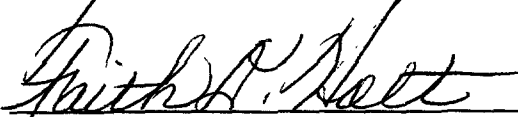
This Tax Rate will raise more taxes for maintenance and operations than last year's Tax Rate. The Tax Rate will effectively be raised by 2.54 percent and will raise taxes for maintenance and operations on a \$100,000 home by approximately \$9.01.

Passed and approved this 27th day of September, 2010.


County Judge


Commissioner, Precinct 1

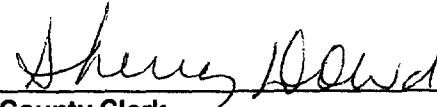

Commissioner, Precinct 3


Commissioner, Precinct 2


Commissioner, Precinct 4

Subscribed and sworn to before me, the undersigned authority, this the 27th day of September, 2010.




County Clerk
Navarro County, Texas

NAVARRO COUNTY, TEXAS
BUDGET CERTIFICATE

STATE OF TEXAS

COUNTY OF NAVARRO

FISCAL YEAR OCTOBER 1, 2010 THROUGH SEPTEMBER 30, 2011

We, H. M. Davenport, Jr., County Judge, and Sherry Dowd, County Clerk of Navarro County, Texas, do hereby certify that the attached budget is a true and correct copy of the budget of Navarro County, Texas as passed and approved by the Commissioners Court of said county on the 27th day of September, 2010, as the same appears on file in the office of the County Clerk of Navarro County.



H. M. Davenport, Jr.

County Judge

Sherry Dowd

County Clerk

Subscribed and sworn to before me, the undersigned authority, this the 27th day of September, 2010.

Sherry Dowd

County Clerk
Navarro County, Texas



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NAVARRO COUNTY
AUDITOR'S OFFICE

2011 Memorandum of Agreement
between,
the North Texas HIDTA Executive Board,
Navarro County, Texas and Lance Sumpter

This memorandum of agreement is made by and between the Executive Board of the North Texas High Intensity Drug Trafficking Area ("EB NORTH TEXAS HIDTA"), Navarro County, Texas ("NAVARRO COUNTY") and Lance Sumpter (contractor).

The EB NORTH TEXAS HIDTA desires to have Lance Sumpter to serve as its Director and to perform certain services for and on its behalf as enumerated herein, together with such additional duties and responsibilities as may be agreed upon from time to time between Lance Sumpter, the Office of National Drug Control Policy (ONDCP) and the EB North Texas HIDTA, and

Lance Sumpter desires to provide the above referenced certain personal services for or on behalf of the EB NORTH TEXAS HIDTA acting as its Director; and

Acknowledging that Navarro County will be the contracting agency for Lance Sumpter providing the funds for his salary, fringes, and other benefits as has been approved for by the EB NORTH TEXAS HIDTA with funds provided for within the grant; and

In consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties memorialize their agreement as follows:

1. **Effective Date:** This Agreement, upon approval by the EB NORTH TEXAS HIDTA and in coordination with NAVARRO COUNTY, shall be effective as of January 1, 2011.
2. **Term of Agreement:** Subject to the contingencies set forth in paragraphs 3 and 11 below and in Exhibit A of this contract, this Agreement is for a term of 24 months from the effective date. Thereafter, this Agreement will be considered by NAVARRO COUNTY with approval of the EB NORTH TEXAS HIDTA for renewal for subsequent 12 month terms provided:
 - A. The Director notifies the EB NORTH TEXAS HIDTA and NAVARRO COUNTY, in writing, no later than 120 days prior to the expiration of the term that he/she desires to seek an extension; and,
 - B. Any requested modifications to the existing terms, by either


the Director or the EB NORTH TEXAS HIDTA, shall be submitted in writing to the EB NORTH TEXAS HIDTA no later than 60 days prior to the expiration of the term.

If the parties are unable to agree on the terms of any proposed extension prior to the expiration of the term, or if the Director fails to notify the EB NORTH TEXAS HIDTA in accordance with paragraph 2A, this Agreement shall terminate.

3. **Contingency:** All parties understand that this Agreement will not be renewed or be effective beyond the first twelve (12) months unless NAVARRO COUNTY receives funding for the fiscal year in which the renewal or extended term falls.
4. **Services to be provided by the Director:** Lance Sumpter agrees to perform the duties of the Director, North Texas HIDTA, as specified by the EB NORTH TEXAS HIDTA, and the ONDCP, including but not limited to the following:
 - A. Develop and submit, with the concurrence of the EB NORTH TEXAS HIDTA, the four major requirements of the HIDTA Program: Threat Assessment, Strategy, Initiatives/Budget and Annual Report.
 - B. Exercise programmatic, administrative and fiscal oversight and support of all HIDTA initiatives and ensure they are in compliance with the ONDCP/HIDTA Program Guidance and other program requirements. However, the Director shall not exercise operational control of law enforcement initiatives.
 - C. Exercise reprogramming authority consistent with the HIDTA Program Guidance.
 - D. Maintain accountability of all equipment purchased with HIDTA funds through an inventory system.
 - E. Assist HIDTA agencies in establishing and recording the outputs for each initiative and the outcomes of the North Texas HIDTA.
 - F. Assist HIDTA agencies in establishing and recording the outputs for each initiative to the overall HIDTA strategy.
 - G. Facilitate the flow of information between and among the initiatives and supporting agencies. Promote regional and national cooperation, as appropriate.
 - H. Provide advice to the EB NORTH TEXAS HIDTA concerning the status direction and success of the HIDTA initiatives, programs and

requirements from ONDCP.


- I. In response to time sensitive administrative and programmatic tasking, make decisions on behalf of the EB NORTH TEXAS HIDTA based upon the previous direction, decisions and knowledge of the EB NORTH TEXAS HIDTA.
 - J. Ensure continuous dialogue among members of the Executive Board. Be fair and impartial in pursuit of projects and programs aimed at achieving the maximum benefit for the HIDTA.
 - K. Perform HIDTA travel only to represent or fulfill requirements of the Executive Board or the national ONDCP/HIDTA program.
 - L. Perform additional duties/requirements identified by the Executive Board which must be consistent with ONDCP/HIDTA Program Guidance and deemed necessary to enhance the HIDTA Program.
 - M. With the concurrence of the Executive Board and the Director, NAVARRO COUNTY will hire staff personnel for the North Texas HIDTA, for positions which have been approved and funded by the ONDCP. The Director will provide daily supervision and other required management functions for these individuals.
5. **Limitation of the Director's Authority:** Notwithstanding anything to the contrary in paragraph 4 above, the Director will have no authority whatsoever over and no duty with respect to any operational control of law enforcement by the North Texas HIDTA. The Director will not be held responsible for the actions or omissions of any law enforcement personnel working on or on behalf of the North Texas HIDTA, including, but not limited to, any alleged failure to adequately train, direct, or supervise such personnel.
6. **Obligations of North Texas HIDTA:** North Texas HIDTA shall authorize the following payments and expenditures to the Director, through a cooperative agreement between Navarro County, Texas and the ONDCP:
- A. Office facilities and the necessary office furnishings, equipment and accouterments for the Director to perform the services and duties contemplated in paragraph 4 above including but not limited to the following:
 - 1) Automobile: The Director will be provided with a monthly vehicle allowance of \$500.00 per month. The Director shall be responsible for gas, insurance, registration, maintenance, repairs, and any other vehicle related expenses.

- 2) **Cellular Telephone:** The Director will be required to obtain a cellular telephone for official, North Texas HIDTA business. The Director will be provided a monthly cell phone allowance of \$75.00.
 - 3) **Other Expenses:** The Director will be reimbursed for approved travel related expenses and fees for conferences and training which are incurred while performing the services contained in this Agreement. Such requests for reimbursement must have the prior written approval of the Chairman or the Vice-Chairman of the Executive Board.
- B. Public officials' liability insurance will be provided to the Director.
- C. The North Texas HIDTA shall authorize salary to the Director of an annual sum equivalent to GS 15 Step 2 on the prevailing Federal GS pay scale for the Dallas-Fort Worth locality pay rate plus a 30% allowance for fringe benefits for the services provided by the Director, to be paid in equal installments.
7. **Payment and Expense Reimbursement Processing:** Payment for expenses shall be on the same schedule as salary and shall be provided under the terms of a cooperative agreement between Navarro County, Texas and ONDCP. The Director shall submit expenses, with attached original receipts, to the Navarro County Auditor, Corsicana, Texas.
 8. **Taxes:** The Director shall be solely responsible for filing his/her own withholding of any and all federal, state and local tax consequences that result from his receipt of any payments or reimbursements paid in accordance with this Agreement.
 9. **Contracted Hours Obligation:** The Director shall provide 1,800 hours of services under the terms of the contract for each calendar year.
 10. **Annual Performance Appraisal:** The Director will undergo an annual Performance Appraisal, to be completed by November 1st of each year.
 11. **Early Termination:** Early termination of this Agreement, with or without cause, will be allowed only by the 2/3 majority approval, of the full Executive Board.
 12. **Assignability:** Neither this Agreement nor any duties or obligations under it shall be assignable without the prior written consent of the parties. In the event of an assignment to which the parties have consented, the assignee or the assignee's legal representative shall agree in writing to personally assume, perform, and be bound by all the covenants, obligations, and agreements contained herein.
 13. **Amendment:** This Agreement may not be modified, altered or amended in any manner except by agreement in writing duly executed by each of the parties
- 


hereto.

- 14. **Governing Law:** This Agreement shall be construed and interpreted pursuant to the laws of the State of Texas. Any dispute arising out of this Agreement shall be submitted to the jurisdiction of any state or federal court in Dallas County, Texas.
- 15. **Authority:** Any person signing this Agreement on behalf of any party hereby represents and warrants in his or her individual capacity that he or she has full authority to do so on behalf of such party.
- 16. **Prior Agreements:** Upon execution of this Memorandum of Agreement, all previous agreements, signed or otherwise, will be rendered null and void.


Dated this 14th day of SEPT., 2010



 Chairman, Executive Board
 North Texas HIDTA



 Lance Sumpter, Director
 North Texas HIDTA



 Judge H.M. Davenport
 Navarro County, Texas

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NAVARRO COUNTY
AUDITOR'S OFFICEExhibit ACounty Of Navarro, Texas

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

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

General Requirements

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

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

1. LOBBYING

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

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

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The contractor certifies that it and its principals:

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

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

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

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

3. DRUG-FREE WORKPLACE

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

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

(a). Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

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

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

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

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

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

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

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

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

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

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

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

5. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

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

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

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

LANCE SUMPTER
Business Name

9-17-10
Date

LANCE SUMPTER
Printed Name

[Signature]
Signature



Navarro County Seal

NAVARRO COUNTY AUDITOR'S OFFICE

300 West Third Avenue, Suite 10
Corsicana, TX 75110-4672
E-mail: khollomon@navarrocounty.org

Terri Gillen, First Assistant
Jeannie Keeney, Assistant
Ann Tanner, Assistant
Julie Jennings, Assistant
Natalie Robinson, Assistant

Kathy B. Hollomon, CPA
County Auditor

Phone: (903) 654-3095 Fax: (903) 654-3097

September 21, 2010

To: H. M. Davenport, County Judge
Kit Herrington, Commissioner Pct 1
Faith Holt, Commissioner Pct 2
David Warren, Commissioner Pct 3
James Olsen, Commissioner Pct 4

RE: Certification of additional Revenue

Judge and Commissioners,

Pursuant to Local Government Code 111.0706- Special Budget for Grant or Aid Money
111.0707- Special Budget for Revenue from Intergovernmental Contracts
111.0708- Special Budget for Revenue Received After Start of Fiscal Year

"The county auditor....shall certify to the commissioners court the receipt of
All public or private grant aid money, or all revenue from intergovernmental contracts or,
Revenue from a new source not anticipated before the adoption of the budget that is available
for disbursement in a fiscal year, but not include in the budget for that fiscal year."
On certification, the court shall adopt a special budget for the limited purpose of spending the
revenue from intergovernmental contracts for its intended purpose."

I, Kathy Hollomon, Navarro County Auditor, CERTIFY to the Navarro County Commissioners Court of the receipt of **ADDITIONAL REVENUES** from -public or private aid money- intergovernmental contracts- new source not anticipated before the adoption of the budget- which was not included in the **Navarro County** Revenue Estimates in the adopted budget for 2009 – 2010. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

The amount and source of the certified additional funds are as follows-

Amount: \$ \$40,956.89

Source: Texas Historical Commission

Sincerely,

Kathy B. Hollomon, CPA
Navarro County Auditor

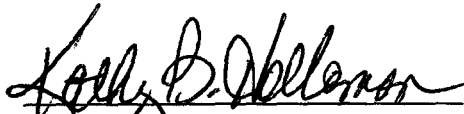
SPECIAL BUDGET

FROM REVENUE RECEIVED AFTER THE START OF THE FISCAL YEAR
LOCAL GOVERNMENT CODE 111.0706

Fund- Department – Account	Description	Current Budget	Requested Increase	Amended Budget
211-370-000	State of TX - THC (received 2/19/2010)	\$ -0-	\$40,956.89	\$ 40,956.89
101-410-446	Courthouse Restoration	\$ 55,000.00	\$95,956.89	\$ 95,956.89

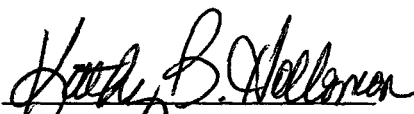
This budget amendment is needed to record funds received from the Texas Historical Commission as reimbursement of expenditures for the courthouse restoration planning grant. (We should receive another \$36,000 for expenditures made this fiscal year.)

Submitted by:


Kathy B. Hollomon
Navarro County Auditor


Date: 9/27/10

Revenue Certified by:


Kathy B. Hollomon
Navarro County Auditor

Date: 9/27/10

Approved by Commissioners Court:


H. M. Davenport Jr.
Navarro County Judge

Date: 9-27-10

RESOLUTION AUTHORIZING COUNTY GRANT

**TEXAS DEPARTMENT OF AGRICULTURE
HOME-DELIVERED MEAL GRANT PROGRAM**

A RESOLUTION OF THE COUNTY OF NAVARRO, TEXAS HAS MADE A GRANT TO KAUFMAN COUNTY SENIOR CITIZENS SERVICES INC, DOING BUSINESS AS NAVARRO COUNTY MEALS ON WHEELS, AN ORGANIZATION THAT PROVIDES HOME-DELIVERED MEALS TO HOMEBOUND PERSONS IN THE COUNTY WHO ARE ELDERLY AND/OR HAVE A DISABILITY AND CERTIFYING THAT THE COUNTY HAS APPROVED THE ORGANIZATION'S ACCOUNTING SYSTEM OR FISCAL AGENT.

WHEREAS, the Organization desires to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services homebound persons in the County who are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program (Program); and

WHEREAS, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization, in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the Program rules require the County to approve the Organization's accounting system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds.

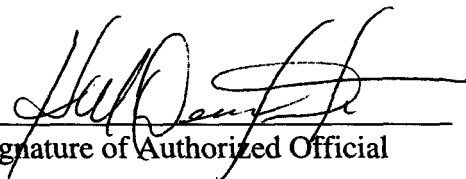
BE IT RESOLVED BY THE COUNTY:

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of **\$3,000.00** to be used between the 1st of September 2010 and the 31st of August 2011.

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent.

Introduced, read, and passed by the affirmative vote of the County on this 27th day of September, 2010.


Signature of Authorized Official

H.M. Davenport, Navarro County Judge
Typed Name and Title



TEXAS HEALTH AND HUMAN SERVICES COMMISSION

MEDICAID HOSPITAL SUPPLEMENTAL PAYMENT PROGRAM

CERTIFICATION OF GOVERNMENTAL ENTITY PARTICIPATION

On behalf of **Navarro County**, a **county** organized under the laws of the State of Texas (hereinafter referred to as "the Governmental Entity"), I, **H. M. Davenport**, affirm and certify the following:

1. Legal Authorization.

- a. The Governmental Entity is legally authorized to levy and collect ad valorem taxes, generate public revenue, or receive and expend appropriated public funds ("Public Funds");
- b. The Governmental Entity is legally authorized to enter into and has entered into Affiliation Agreements with one or more private hospitals ("the Affiliated Hospitals") for, among other purposes, providing indigent care in the community served by the Governmental Entity.

2. Public Adoption and Access.

- a. The governing body of the Governmental Entity adopted the conditions described in this certification by recorded vote taken in a public meeting held in compliance with the Texas Open Meetings Act, Chapter 551, Government Code;
- b. Copies of all Affiliation Agreements will be made available as provided under the Texas Public Information Act, Chapter 552, Government Code, and will be provided to HHSC on request.

3. *Funding of Intergovernmental Transfers and Supplemental Payments.*

- a. The Governmental Entity has or has agreed to transfer Public Funds to the Health and Human Services Commission (“HHSC”) via intergovernmental transfer (“IGT”) for use as the non-federal share of supplemental Medicaid payments (the “Supplemental Payments”) to the Affiliated Hospitals in accordance with Section (t) of Attachment 4.19-A and Section (8) of Attachment 4.19-B of the Texas Medicaid State Plan (“the Supplemental Payment Program”);
- b. All transfers of Public Funds by the Governmental Entity to HHSC to support the Supplemental Payments to the Affiliated Hospitals under the Supplemental Payment Program comply with:
 - i. The applicable regulations that govern provider-related donations codified at section 1903(w) of the Social Security Act (42 U.S.C. §1396b(w)), and Title 42, Code of Federal Regulations, Part 433, subpart B, sections 433.52 and 433.54;
 - ii. The conditions approved by the federal Centers for Medicare and Medicaid Services (“CMS”) for governmental entities’ and private hospitals’ participation in the Supplemental Payment Program; and
 - iii. HHSC administrative rules codified at Title 1, Texas Administrative Code, chapter 355, Subchapter J, Division 4, section 355.8063(t);

4. *Assurances and Representations.*

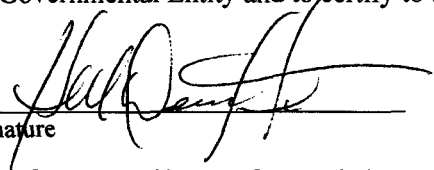
- a. The Governmental Entity does not and will not at any time receive any part of the supplemental Medicaid payments that are made by HHSC to the Affiliated Hospitals under the Supplemental Payment Program;
- b. The Governmental Entity has not entered into a contingent-fee arrangement related to the Governmental Entity’s participation in the Supplemental Payment Program;
- c. The Governmental Entity has not entered and will not enter into any agreement to condition either the amount of the Public Funds transferred by the Governmental Entity or the amount of Medicaid supplemental payments an Affiliated Hospital receives on the amount of indigent care the Affiliated Hospital has provided or will provide;
- d. The Governmental Entity has not entered and will not enter into any agreement to condition the amount of any Affiliated Hospital’s indigent care obligation on either the amount of Public Funds transferred by the Governmental Entity to HHSC or the amount of Supplemental Payment an Affiliated Hospital may be eligible to receive;

- e. With regard to any escrow, trust or other financial mechanism (an "Account") utilized in connection with an indigent care Affiliation Agreement or an IGT issued for a payment period that occurs after the effective date of this Certification, the following representations are true and correct:
- i. The amount of any Account is not conditioned or contingent on the amount of indigent care services that an Affiliated Hospital provided or will provide;
 - ii. The Governmental Entity has disclosed the existence of any Account to HHSC; and
 - iii. Any such Account will not be used to effect a quid pro quo for the provision of indigent care services by or on behalf of the Affiliated Hospitals;
- f. The Governmental Entity has not received and will not receive refunds of payments the Governmental Entity made or makes to an Affiliated Hospital for any purpose in consideration for an IGT of Public Funds by the Governmental Entity to HHSC to support the Supplemental Payments;
- g. The Governmental Entity has not received and will not receive any cash or in-kind transfers from an Affiliated Hospital or any other entity acting on behalf of an Affiliated Hospital or group of Affiliated Hospitals other than transfers and transactions that:
- i. Following the date this Certification was executed, are unrelated to the administration of the Supplemental Payment Program or the delivery of indigent care services under an Affiliation Agreement;
 - ii. Constitute fair market value for goods or services rendered or provided by the Governmental Entity to an Affiliated Hospital; and
 - iii. Represent independent, bona fide transactions negotiated at arms-length and in the ordinary course of business between the Affiliated Hospital and the Governmental Entity;
- h. The Governmental Entity has not:
- i. Following the date this Certification was executed, assigned or agreed to assign a contractual or statutory obligation of the Governmental Entity to an Affiliated Hospital or any other entity acting on behalf of an Affiliated Hospital or group of Affiliated Hospitals; or
 - ii. Authorized or consented to the assumption of a statutory or contractual obligation of the Governmental Entity by an Affiliated Hospital or any other entity acting on behalf of an Affiliated Hospital or group of Affiliated Hospitals.

5. Evaluation.

- a. Consistent with its constitutional, statutory, and fiduciary obligations, the Governmental Entity may evaluate a private hospital's historical experience in providing indigent care in the community or performance under an Affiliation Agreement including the impact and amount of indigent care provided by the hospital, for the following purposes:
 - i. To determine whether the Governmental Entity will enter into an Affiliation Agreement with a private hospital;
 - ii. To determine whether and to what degree the Governmental Entity will supply an IGT, provided such decision does not include consideration of matters prohibited under paragraph 4 of this Certification;
 - iii. To determine whether an Affiliated Hospital's participation benefited the community and whether its continued participation in the indigent care program is likely to continue to benefit the community; and/or
 - iv. To provide accountability to local taxpayers;
- b. The Governmental Entity's evaluation under this paragraph 5 may:
 - i. Occur on a schedule determined by the Governmental Entity, but not more often than once each calendar quarter;
 - ii. Be documented in a manner sufficient to confirm achievement of the Governmental Entity's mission and provide an appropriate and constitutional basis on which to transfer the Public Funds to HHSC; and
 - iii. Not include consideration of matters prohibited under paragraph 4 of this Certification.

On behalf of the Governmental Entity, I hereby certify that I have read and understood the above statements; that the statements are true, correct, and complete; and that I am authorized to bind the Governmental Entity and to certify to the above.



 Signature

September 27, 2010

Date

H. M. Davenport, Navarro County Judge

Name and Title

Official Seal
(If applicable)

Attachment 4:
Health and Human Services Commission
Contact Information Form
for
Governmental Entities Participating in
the Medicaid Private Hospital
Upper Payment Limit Supplemental Reimbursement Program
July 29, 2008

Private Hospital UPL Contact Information

Governmental Entity:	Navarro County
Primary Contact:	H.M. Davenport
Title:	Navarro County Judge
Business Telephone:	903-654-3025
Cell Number:	903-654-3488
Fax Number:	903-872-0778
Contact Email:	hdavenport@navarrocounty.org

Physical Address:	300 W. Third Ave., Ste. 102
City:	Corsicana
Zip Code:	75110

Mailing Address:	Same
City:	
Zip Code:	

* A new Contact Sheet must be submitted annually as directed by HHSC or if contact information changes.

Private Hospital UPL Contact Information

Governmental Entity:	Navarro County
Secondary Contact:	Kathy Hollomon
Title:	Navarro County Auditor
Business Telephone:	903-654-3095
Cell Number:	903-654-3094
Fax Number:	903-654-3097
Contact Email:	khollomon@navarrocounty.org

Physical Address:	300 W. Third Ave, Ste. 10
City:	Corsicana
Zip Code:	75110

Mailing Address:	Same
City:	
Zip Code:	

Private Hospital UPL Contact Information

Governmental Entity:	
Consultant:	
Business Telephone:	
Cell Number:	
Fax Number:	
Contact Email:	

Physical Address:	
City:	
Zip Code:	

Mailing Address:	
City:	
Zip Code:	

Google Order Form

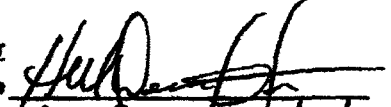
Pricing Valid if signed by: Supersedes Order Form Effective:	Date: 21 Sep 2010	Customer: Navarro County	Customer Type: Government
	30 Sep 2010		
Billing Address/Information		Customer Contact	
		Name: Tommy Pryor	Original Agreement Effective Date:
		Address: 300 West 3rd Ave Suite 10 Corsicana, TX 75110 USA	Sales Representative: Jenya Denissova
		Telephone: 903-654-3098	Sales Engineer: Blaise Pabon
		Email: tpryor@navarrocounty.org	Current Services Term: 12 months
		Activation Email: lpryor@navarrocounty.org tpryor@navarrocounty.org	Agreement Type: New
		Invoice Terms: Annual Prepaid	Domain: navarrocounty.org
		Service Start Date: On Provisioning	
Service		End User Accounts/Units	Annual Charge
Archiving and Discovery, 10 year ret		50	\$1,850.00
GAPPS-PREM-1USER-12MO-GOV		150	\$7,500.00
		TOTAL	\$9,150.00


One-Time Fees	Charge
ONE-TIME FEES TOTAL	\$0

Other Terms:

This Order Form, together with the Google Apps for Government Agreement, the exhibits thereto, and any documents expressly referenced herein or therein shall constitute the entire and exclusive agreement between Google Inc. ("Google") and the Customer identified above (the "Customer") regarding its subject.

PO is required, PO# is: _____ If NO PO # required: _____ (executor of contract)

Customer
Signature: 
Print Name: H.M. DAVENPORT, Jr.
Title: County Judge
Date: 9-27-10

Google
Signature: 
Print Name: Nikesh Arora
Title: President, Global Sales and Business Development
Date: _____
Google Inc.

2010.09.27
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Google Apps for Government Agreement

This Google Apps Enterprise Agreement (the "Agreement") is entered into by and between the Google entity set forth in the Order Form ("Google"), with offices at 1600 Amphitheatre Parkway, Mountain View, California 94043, and the customer identified in the Order Form ("Customer"). This Agreement governs Customer's access to and use of the Services and will be effective as of the Effective Date.

1. Services.

- 1.1 Facilities. All facilities used to store and process Customer Data will adhere to reasonable security standards no less protective than the security standards at facilities where Google stores and processes its own information of a similar type. Google has implemented at least industry standard systems and procedures to ensure the security and confidentiality of Customer Data, protect against anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access to or use of Customer Data.
- 1.2 Data Location and Storage. As part of providing the Google Apps Core Services Google will store the following data, while at rest, in the following regions:
 - a. United States: GMail Data and Calendar Data. GMail Data and Calendar Data will be stored: (a) in servers dedicated to the Google Apps for Government Services; and (b) stored on encrypted drives using full disk encryption.
 - b. United States and the European Union: Sites Data and Docs Data.
 - c. Any country where Google maintains a data center: All Customer Data not set forth in 1.2(a) or (b) above, including, but not limited to, Contacts Data, Login Data, and Profile Data.
- 1.3 Federal Information Security Management Act (FISMA). Google has received an "Authorization to Operate the Google Apps Core Services" based on FISMA Moderate Level by the General Services Administration. Google will continue to maintain a System Security Plan (SSP) for the Google Apps Core Services, based on NIST 800-53 Rev3, or a similarly applicable standard. If Google does not maintain this SSP as stated, Customer's sole and exclusive remedy, and Google's entire liability, will be Customer's ability to terminate the Agreement upon thirty days prior written notice.
- 1.4 Modifications.
 - a. To the Services. Google may make commercially reasonable changes to the Services from time to time. If Google makes a material change to the Services, Google will inform Customer, provided that Customer has subscribed with Google to be informed about such change.
 - b. To URL Terms. Google may make commercially reasonable changes to the URL Terms from time to time. If Google makes a material change to the URL Terms, Google will inform Customer by either sending an email to the Notification Email Address or alerting Customer via the Admin Console. If the change has a material adverse impact on Customer and Customer does not agree to the change, Customer must so notify Google via the Help Center within thirty days after receiving notice of the change. If Customer notifies Google as required, then Customer will remain governed by the terms in effect immediately prior to the change until the end of the then-current Services Term for the affected Services. If the affected Services are renewed, they will be renewed under Google's then current URL Terms.

2. Customer Obligations.

- 2.1 Compliance. Customer will use the Services in accordance with the Acceptable Use Policy. Google may make new applications, features or functionality available from time to time through the Services, the use of which may be contingent upon Customer's agreement to additional terms.
- 2.2 Customer Administration of the Services. Customer may specify one or more Administrators through the Admin Console who will have the rights to access Admin Account(s) and to administer the End User Accounts. Customer is responsible for: (a) maintaining the confidentiality of the password and Admin Account(s); (b) designating those individuals who are authorized to access the Admin Account(s); and (c) ensuring that all activities that occur in connection with the Admin Account(s) comply with the Agreement. Customer agrees that Google's responsibilities do not extend to the internal management or administration of the Services for Customer and that Google is merely a data-processor.
- 2.3 End User Consent. Customer's Administrators may have the ability to access, monitor, use, or disclose data available to End Users within the End User Accounts. Customer will obtain and maintain all required consents from End Users to allow: (i) Customer's access, monitoring, use and disclosure of this data and Google providing Customer with the ability to do so and (ii) Google to provide the Services.
- 2.4 Unauthorized Use. Customer will use commercially reasonable efforts to prevent unauthorized use of the Services and to terminate any unauthorized use. Customer will promptly notify Google of any unauthorized use of, or access to, the Services of which it becomes aware.
- 2.5 Restrictions on Use. Unless Google specifically agrees in writing, Customer will not, and will use commercially reasonable efforts to make sure a third party does not: (a) sell, resell, lease, or the functional equivalent, the Services to a third party

(unless expressly authorized in this Agreement); (b) attempt to reverse engineer the Services or any component; (c) attempt to create a substitute or similar service through use of, or access to, the Services; (d) use the Services for High Risk Activities; (e) use the Services to store or transfer any Customer Data that is controlled for export under Export Control Laws; or (f) use the Services on behalf of or for the benefit of any entity or person who is prohibited from using the Services by the laws or regulations of the United States, including parties listed on the SDN List.

2.6 Third Party Requests. Customer is responsible for responding to Third Party Requests. Google will, to the extent allowed by law and by the terms of the Third Party Request: (a) promptly notify Customer of its receipt of a Third Party Request; (b) comply with Customer's reasonable requests regarding its efforts to oppose a Third Party Request; and (c) provide Customer with the information or tools required for Customer to respond to the Third Party Request. Customer will first seek to obtain the information required to respond to the Third Party Request on its own, and will contact Google only if it cannot reasonably obtain such information.

3. Payment.

3.1 Payment. All Fees are due thirty days from the invoice date. All payments due are in U.S. dollars unless otherwise indicated in an Order Form. Payments made via wire transfer must include the following instructions:

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

3.2 Delinquent Payments. Delinquent payments may bear interest at the rate of one-and-one-half percent per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. Customer will be responsible for all reasonable expenses (including attorneys' fees) incurred by Google in collecting such delinquent amounts, except where such delinquent amounts are due to Google's billing inaccuracies.

3.3 Purchase Orders.

- a. Required. If Customer wants a Purchase Order number on its invoice, Customer will inform Google and issue a Purchase Order to Google. If Customer requires a Purchase Order, and fails to provide the Purchase Order to Google, then Google will not be obligated to provide the Services until the Purchase Order has been received by Google. Any terms and conditions on a Purchase Order do not apply to this Agreement and are null and void.
- b. Not Required. If Customer does not require a Purchase Order number to be included on the invoice, Customer will provide Google a waiver of the Purchase Order requirement, which may be an email to this effect. If Customer waives the Purchase Order requirement, then: (a) Google will invoice Customer without a Purchase Order; and (b) Customer agrees to pay invoices without a Purchase Order.

3.4 Taxes. Customer is responsible for any Taxes, and Customer will pay Google for the Services without any reduction for Taxes. If Google is obligated to collect or pay Taxes, the Taxes will be invoiced to Customer, unless Customer provides Google with a valid tax exemption certificate authorized by the appropriate taxing authority. If Customer is required by law to withhold any Taxes from its payments to Google, Customer must provide Google with an official tax receipt or other appropriate documentation to support such payments.

3.5 Invoice Disputes. Any invoice disputes must be submitted prior to the invoice due date. If the parties determine that certain billing inaccuracies are attributable to Google, Google will not issue a corrected invoice, but will instead issue a credit memo specifying the incorrect amount in the affected invoice. If the disputed invoice has not yet been paid, Google will apply the credit memo amount to the disputed invoice and Customer will be responsible for paying the resulting net balance due on that invoice.

4. Invoicing; Rates. On or after the Billing Start Date, Google will invoice Customer the following Fees for each Service:

- 4.1 Billing in Advance. In advance for the Monthly Charge, Annual Charge or Initial Term Charge (as applicable) and for the one-time fees, all of which will be set forth in the Order Form.
- 4.2 Billing in Arrears. In arrears monthly for the Additional Unit Fee for all Additional Units, if applicable.

5. Technical Support Services.

- 5.1 By Customer. Customer will, at its own expense, respond to questions and complaints from End Users or third parties relating to Customer's or End Users' use of the Services. Customer will use commercially reasonable efforts to resolve support issues before escalating them to Google.
- 5.2 By Google. If Customer cannot resolve a support issue consistent with the above, then Customer may escalate the issue to Google in accordance with the TSS Guidelines. Google will provide TSS to Customer in accordance with the TSS Guidelines.

6. Suspension.

- 6.1 Of End User Accounts by Google. If Google becomes aware of an End User's violation of the Agreement, then Google may specifically request that Customer Suspend the applicable End User Account. If Customer fails to comply with Google's request to Suspend an End User Account, then Google may do so. The duration of any Suspension by Google will be until the applicable End User has cured the breach which caused the Suspension.
- 6.2 Emergency Security Issues. Notwithstanding the foregoing, if there is an Emergency Security Issue, then Google may automatically Suspend the offending use. Suspension will be to the minimum extent and of the minimum duration required to prevent or terminate the Emergency Security Issue. If Google Suspends an End User Account for any reason without prior notice to Customer, at Customer's request, Google will provide Customer the reason for the Suspension as soon as is reasonably possible.

7. Confidential Information.

- 7.1 Obligations. Each party will: (a) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information; and (b) not disclose the Confidential Information, except to Affiliates, employees and agents who need to know it and who have agreed in writing to keep it confidential. Each party (and any Affiliates, employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill its obligations under this Agreement, while using reasonable care to protect it. Each party is responsible for any actions of its Affiliates, employees and agents in violation of this Section.
- 7.2 Exceptions. Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another party.
- 7.3 Required Disclosure. Each party may disclose the other party's Confidential Information when required by law but only after it, if legally permissible: (a) uses commercially reasonable efforts to notify the other party; and (b) gives the other party the chance to challenge the disclosure.

8. Intellectual Property Rights; Brand Features.

- 8.1 Intellectual Property Rights. Except as expressly set forth herein, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the parties, Customer owns all Intellectual Property Rights in Customer Data, and Google owns all Intellectual Property Rights in the Services.
- 8.2 Display of Brand Features. Google may display only those Customer Brand Features authorized by Customer (such authorization is provided by Customer uploading its Brand Features into the Services), and only within designated areas of the Service Pages. Customer may specify the nature of this use using the Admin Console. Google may also display Google Brand Features on the Service Pages to indicate that the Services are provided by Google. Neither party may display or use the other party's Brand Features beyond what is allowed in this Agreement without the other party's prior written consent.
- 8.3 Brand Features Limitation. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights in those Brand Features. A party may revoke the other party's right to use its Brand Features pursuant to this Agreement with written notice to the other and a reasonable period to stop the use.

9. Publicity. Neither party may make any public statement regarding the relationship contemplated by this Agreement without the other party's prior written consent.

10. Government Purposes. The Services were developed solely at private expense and are commercial computer software and related documentation within the meaning of the applicable civilian and military Federal acquisition regulations and any supplements thereto. If the user of the Services is an agency, department, employee, or other entity of the United States Government, under FAR 12.212 and DFARS 227.7202, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Services, including technical data or manuals, is governed by the terms and conditions contained in this Agreement, which is Google's standard commercial license agreement.

11. Representations, Warranties and Disclaimers.

- 11.1 Representations and Warranties. Each party represents that it has full power and authority to enter into the Agreement. Each party warrants that it will comply with all laws and regulations applicable to its provision, or use, of the Services, as applicable (including applicable security breach notification law). Google warrants that it will provide the Services in accordance with the applicable SLA. Customer represents and warrants that it is a state, city, or federal government entity.
- 11.2 Disclaimers. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT. GOOGLE MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH THE SERVICES. CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE NOT A TELEPHONY SERVICE AND THAT THE SERVICES ARE NOT

CAPABLE OF PLACING OR RECEIVING ANY CALLS, INCLUDING EMERGENCY SERVICES CALLS, OVER PUBLICLY SWITCHED TELEPHONE NETWORKS.

12. Term.

- 12.1 Agreement Term. This Agreement will remain in effect for the Term.
- 12.2 Services Term and Purchases During Services Term. Google will provide the Services to Customer during the Services Term. Unless the parties agree otherwise in writing, End User Accounts and Units (excluding Additional Units) purchased during any Services Term will have a prorated term ending on the last day of that Services Term.
- 12.3 Auto-Renewal. At the end of each Services Term, the Services (and all End User Accounts and Units previously purchased, excluding Additional Units) will automatically renew for an additional Services Term of twelve months. If a party does not want the Services to renew, then it must provide the other party written notice to this effect at least fifteen days prior to the end of the then current Services Term. This notice of non renewal will be effective upon the conclusion of the then current Services Term.
- 12.4 Revising Rates. Google may revise its rates for the following Services Term by providing Customer written notice (which may be by email) at least thirty days prior to the start of the following Services Term.

13. Termination.

- 13.1 Termination for Breach. Either party may suspend performance or terminate this Agreement if: (i) the other party is in material breach of the Agreement and fails to cure that breach within thirty days after receipt of written notice; (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days; or (iii) the other party is in material breach of this Agreement more than two times notwithstanding any cure of such breaches.
- 13.2 Effects of Termination. If this Agreement terminates, then: (i) the rights granted by one party to the other will cease immediately (except as set forth in this Section); (ii) Google will provide Customer access to, and the ability to export, the Customer Data for a commercially reasonable period of time at Google's then-current rates for the applicable Services; (iii) after a commercially reasonable period of time, Google will delete Customer Data by removing pointers to it on Google's active and replication servers and overwriting it over time; and (iv) upon request each party will promptly use commercially reasonable efforts to return or destroy all other Confidential Information of the other party.

14. Indemnification.

- 14.1 By Customer. Unless prohibited by applicable law and without waiving sovereign immunity, Customer will indemnify, defend, and hold harmless Google from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim: (i) regarding Customer Data or Customer Domain Names; (ii) that Customer Brand Features infringe or misappropriate any patent, copyright, trade secret or trademark of a third party; or (iii) regarding Customer's use of the Services in violation of the Acceptable Use Policy.
- 14.2 By Google. Google will indemnify, defend, and hold harmless Customer from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim that Google's technology used to provide the Services or any Google Brand Feature infringe or misappropriate any patent, copyright, trade secret or trademark of such third party. Notwithstanding the foregoing, in no event shall Google have any obligations or liability under this Section arising from: (i) use of any Services or Google Brand Features in a modified form or in combination with materials not furnished by Google, and (ii) any content, information or data provided by Customer, End Users or other third parties.
- 14.3 Possible Infringement.
 - a. Repair, Replace, or Modify. If Google reasonably believes the Services infringe a third party's Intellectual Property Rights, then Google will: (a) obtain the right for Customer, at Google's expense, to continue using the Services; (b) provide a non-infringing functionally equivalent replacement; or (c) modify the Services so that they no longer infringe.
 - b. Suspension or Termination. If Google does not believe the foregoing options are commercially reasonable, then Google may suspend or terminate Customer's use of the impacted Services. If Google terminates the impacted Services, then Google will provide a pro-rata refund of the unearned Fees actually paid by Customer applicable to the period following termination of such Services.
- 14.4 General. The party seeking indemnification will promptly notify the other party of the claim and cooperate with the other party in defending the claim. The indemnifying party has full control and authority over the defense, except that: (a) any settlement requiring the party seeking indemnification to admit liability or to pay any money will require that party's prior written consent, such consent not to be unreasonably withheld or delayed; and (b) the other party may join in the defense with its own counsel at its own expense. **THE INDEMNITIES ABOVE ARE A PARTY'S ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION BY THE OTHER PARTY OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.**

15. Limitation of Liability.

- 15.1 Limitation on Indirect Liability. NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.
- 15.2 Limitation on Amount of Liability. NEITHER PARTY MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AMOUNT PAID BY CUSTOMER TO GOOGLE HEREUNDER DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.
- 15.3 Exceptions to Limitations. These limitations of liability apply to the fullest extent permitted by applicable law but do not apply to breaches of confidentiality obligations, violations of a party's Intellectual Property Rights by the other party, or indemnification obligations.

16. Miscellaneous.

- 16.1 Notices. Unless specified otherwise herein: (a) all notices must be in writing and addressed to the attention of the other party's legal department and primary point of contact; and (b) notice will be deemed given: (i) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (ii) when verified by automated receipt or electronic logs if sent by facsimile or email.
- 16.2 Assignment. Neither party may assign or transfer any part of this Agreement without the written consent of the other party, except to an Affiliate, but only if: (a) the assignee agrees in writing to be bound by the terms of this Agreement; and (b) the assigning party remains liable for obligations incurred under the Agreement prior to the assignment. Any other attempt to transfer or assign is void.
- 16.3 Change of Control. Upon a change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction): (a) the party experiencing the change of control will provide written notice to the other party within thirty days after the change of control; and (b) the other party may immediately terminate this Agreement any time between the change of control and thirty days after it receives the written notice in subsection (a).
- 16.4 Force Majeure. Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.
- 16.5 No Waiver. Failure to enforce any provision of this Agreement will not constitute a waiver.
- 16.6 Severability. If any provision of this Agreement is found unenforceable, the balance of the Agreement will remain in full force and effect.
- 16.7 No Agency. The parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture.
- 16.8 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.
- 16.9 Equitable Relief. Nothing in this Agreement will limit either party's ability to seek equitable relief.
- 16.10 Governing Law.
 - a. For State and City Government Entities. If Customer is a city or state government entity, then the parties agree to remain silent regarding governing law and venue.
 - b. For Federal Government Entities. If Customer is a federal government entity then the following applies: This Agreement will be governed by and interpreted and enforced in accordance with the laws of the United States of America without reference to conflict of laws. Solely to the extent permitted by federal law: (i) the laws of the State of California (excluding California's choice of law rules) will apply in the absence of applicable federal law; and (ii) FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN SANTA CLARA COUNTY, CALIFORNIA.
 - c. For All other Entities. If Customer is any entity not set forth in Section 16.10(a) or (b) then the following applies: This Agreement is governed by California law, excluding that state's choice of law rules. FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN SANTA CLARA COUNTY, CALIFORNIA.
- 16.11 Amendments. Any amendment must be in writing and expressly state that it is amending this Agreement.

- 16.12 Survival. The following sections will survive expiration or termination of this Agreement: Section 3, 7, 8.1, 12.2, 13, 14, 15 and 18.
- 16.13 Entire Agreement. This Agreement, and all documents referenced herein, is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject. The terms located at a URL and referenced in this Agreement are hereby incorporated by this reference.
- 16.14 Interpretation of Conflicting Terms. If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: the Order Form, the Agreement, and the terms located at any URL.
- 16.15 Counterparts. The parties may enter into this Agreement by executing the applicable Order Form, which may be executed in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.
17. Google Apps Core Services. If Customer purchases the Google Apps Core Services, then the following terms will apply only to such Services:
- 17.1 Ads. The default setting for the Services is one that does not allow Google to serve Ads. Customer may change this setting in the Admin Console, which constitutes Customer's authorization for Google to serve Ads. If Customer enables the serving of Ads, it may revert to the default setting at any time and Google will cease serving Ads.
- 17.2 Requesting Additional End User Accounts During Services Term. Customer may request additional End User Accounts during a Services Term by contacting its designated Google Account Manager or Google support personnel. For each purchase of additional End User Accounts during a Services Term, Google and Customer will execute an additional Order Form reflecting the purchase.
- 17.3 Aliases. Customer is solely responsible for monitoring, responding to, and otherwise processing emails sent to the "abuse" and "postmaster" aliases for Customer Domain Names but Google may monitor emails sent to these aliases for Customer Domain Names to allow Google to identify Services abuse.
18. Google Apps – Postini Services. If Customer purchases Google Apps – Postini Services, then the following terms will apply only to such services:
- 18.1 Account for Each End User. Customer will establish an email account in Google's identity management systems for each End User for which Customer will be routing email and/or archiving email, if any, through the Services.
- 18.2 Google Message Encryption Limitations. Unless Google agrees otherwise in writing, Customer may only purchase Google Message Encryption if Customer is also purchasing Google Message Security or Google Message Discovery. Google Message Encryption Services are for use with normal business messaging traffic only and may not be used for any other purpose, including use of such services with machine generated message encryption and delivery.
- 18.3 Archived Messages. If the Services contain archiving functionality: (a) Google will retain the Customer emails subject to the Services for up to the period contained in the name of the Services, as set forth in the Order Form; but only if (b) Customer renews the applicable Services with Google for each year of the retention period. Customer's failure to renew the applicable Services during the retention period will terminate Google's obligation to retain Customer's corresponding emails and indexes.
- 18.4 Google Message Filtering.
- a. A-V SLA. If Customer purchases Google Message Filtering, then, notwithstanding any provision to the contrary in this Agreement, the 100% Anti-Virus Filtering SLA will not apply to such Services.
- b. Internet Service Providers. If Customer is an Internet service provider purchasing Google Message Filtering, then Customer may provision these Services to, and acquire compensation from, its End Users, but only if: (a) Customer remains solely liable for all Customer obligations under the Agreement; and (b) the End Users are limited to: (i) its individual consumer customers; and (ii) those entities for whom Customer hosts and manages email services, on either its or Google's systems.
19. Definitions.
- "Acceptable Use Policy" means the acceptable use policy for the Services available at http://www.google.com/a/help/intl/en/admins/use_policy.html or such other URL as may be provided by Google.
- "Account Manager" means the Google business person working with Customer regarding Customer's purchase of the Services.
- "Admin Account(s)" means the administrative account(s) provided to Customer by Google for the purpose of administering the Services. The use of the Admin Account(s) requires a password, which Google will provide to Customer.
- "Admin Console" means the online tool provided by Google to Customer for use in reporting and certain other administration functions.

“Administrators” mean the Customer-designated technical personnel who administer the Services to End Users on Customer’s behalf.

“Additional Units” means the number of units in excess of the Units set forth in the Order Form, for which Customer enabled or used the Google Apps – Postini Services during the preceding calendar month.

“Additional Unit Fee” is calculated by multiplying the number of Additional Units by either: (a) the applicable Monthly Unit Price stated in the Order Form; (b) the applicable Annual Unit Price in the Order Form and then dividing the result by twelve months or (c) the applicable Initial Term Unit Price and then dividing the result by the number of months in the Initial Services Term.

“Ads” means online advertisements displayed by Google to End Users.

“Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.

“Agreement” means the combination of the Order Form and this Google Apps Enterprise Agreement.

“Annual Charge” means the annual charge for the Services set forth in the Order Form.

“Billing Start Date” means the date upon which Customer will begin paying Google for the Services.

“Brand Features” means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.

“Calendar Data” means data provided, generated, transmitted or displayed specifically via the Google Calendar application of the Services by Customer or End Users.

“Confidential Information” means information disclosed by a party to the other party under this Agreement that is marked as confidential or would normally be considered confidential under the circumstances. Customer Data is Customer’s Confidential Information.

“Contacts Data” means data provided, generated, transmitted or displayed, specifically via the “Contacts” component of the GMail application of the Services by Customer or End Users.

“Customer Data” means data, including email, provided, generated, transmitted or displayed via the Services by Customer or End Users.

“Customer Domain Names” mean the domain names owned or controlled by Customer, which will be used in connection with the Services and specified in the Order Form.

“Docs Data” means data provided, generated, transmitted or displayed specifically via the Google Docs application of the Services by Customer or End Users.

“Effective Date” means the date this Agreement is countersigned.

“Emergency Security Issue” means either: (a) Customer’s use of the Services in violation of the Acceptable Use Policy, which could disrupt: (i) the Services; (ii) other customers’ use of the Services; or (iii) the Google network or servers used to provide the Services; or (b) unauthorized third party access to the Services.

“End Users” means the individuals Customer permits to use the Services.

“End User Account” means a Google-hosted account established by Customer through the Services for an End User.

“Export Control Laws” means all applicable export and reexport control laws and regulations, including the Export Administration Regulations (“**EAR**”) maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department’s Office of Foreign Assets Control, and the International Traffic in Arms Regulations (“**ITAR**”) maintained by the Department of State.

“GMail Data” means data provided, generated, transmitted or displayed, including email attachments, specifically via the GMail application of the Services by Customer or End Users.

“Fees” means the amounts invoiced to Customer by Google for the Services as described in this Agreement.

“Google Apps Core Services” means the Google Apps for Government Services specified in the Order Form which are more fully described here: http://www.google.com/a/help/intl/en/users/user_features.html, or other such URL as Google may provide.

“Google Apps – Postini Services” means the Services (e.g. Google Message Filtering, Google Message Security, Google Message Discovery, Archiving and Discovery, Google Message Encryption and Google Message Continuity) specified in the Order Form

which are more fully described here: <http://www.google.com/support/appsecurity/bin/bin/answer.py?answer=87514>, or such other URL as Google may provide.

"Help Center" means the Google help center accessible at <http://www.google.com/support/>, or other such URL as Google may provide.

"High Risk Activities" means uses such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage.

"Initial Services Term" means the term for the applicable Services beginning on the Service Commencement Date and continuing for the "Current Services Term" set forth in the Order Form from the Billing Start Date.

"Initial Term Charge" means the charge for the Services for the Initial Services Term (excluding any applicable one time fees), as set forth in the Order Form.

"Intellectual Property Rights" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.

"Login Data" means the username and password information entered by Customer End Users in order to use the Services.

"Monthly Charge" means the monthly charge for the Services set forth in the Order Form.

"Notification Email Address" means the email address designated by Customer to receive email notifications from Google. Customer may change this email address through the Admin Console.

"Order Form" means an order form, which is the written document provided by Google specifying the Services Google will provide to Customer under the Agreement. The Order Form will contain: (i) a signature block for Customer, or for both Customer and Google; (ii) applicable service SKUs; (iii) Fees; and, if applicable: (iv) number of, and Current Services Term for, any Units or End User Accounts; and (v) Customer Domain Names.

"Profile Data" means data provided, generated, transmitted or displayed, specifically via the Google Profile, including profile pictures and user-provided biographical details.

"Purchase Order" means a Customer issued purchase order.

"SDN List" is the US Treasury Department's List of Specially Designated Nationals.

"Service Commencement Date" is the date upon which Google makes the Services available to Customer, and will be within one week of Google's receipt of the applicable Order Form signed by Customer, unless otherwise agreed by the parties.

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

"Services" means, as applicable, the Google Apps Core Services and/or the Google Apps - Postini Services set forth in the Order Form.

"Services Term" means the Initial Services Term and all renewal terms for the applicable Services.

"Sites Data" means data provided, generated, transmitted or displayed, specifically via the Google Sites application of the Services by Customers or End Users.

"SLA" means the Service Level Agreement located here for applicable Google Apps Core Services: <http://www.google.com/a/help/intl/en/admins/sla.html>, or such other URL as Google may provide, and located here for applicable Google Apps - Postini Services: http://www.google.com/a/help/intl/en/admins/SC_SLA.html, or such other URL as Google may provide.

"Suspend" means the immediate disabling of access to the Services, or components of the Services, as applicable, to prevent further use of the Services.

"Taxes" means any duties, customs fees, or taxes (other than Google's income tax) associated with the sale of the Services, including any related penalties or interest.

"Term" means the term of the Agreement, which will begin on the Effective Date and continue until the earlier of: (i) the end of the last Services Term or (ii) the Agreement is terminated as set forth herein.

"Third Party Request" means a request from a third party for records relating to an End User's use of the Services. Third Party Requests can be a lawful search warrant, court order, subpoena, other valid legal order, or written consent from the End User permitting the disclosure.

"TSS" means the technical support services provided by Google to the Administrators during the Term pursuant to the TSS Guidelines.

"TSS Guidelines" means Google's technical support services guidelines then in effect for the Services. TSS Guidelines are at the following URL: <http://www.google.com/a/help/intl/en/admins/tssg.html> or such other URL as Google may provide.

"Units" means the units of an applicable Service purchased by Customer.

"URL Terms" means the Acceptable Use Policy, the SLA, and the TSS Guidelines.

Proclamation

2010 National 4-H Week

WHEREAS, The Navarro County Commissioners Court is proud to honor the 4-H Youth Development Program of the Texas AgriLife Extension Service for 103 years of providing experience-based education to youngsters throughout the Lone Star State; and

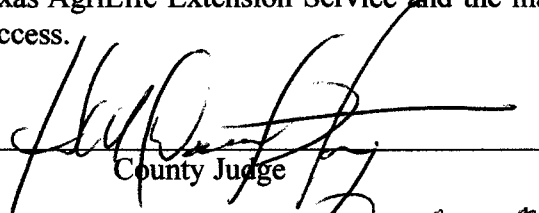
WHEREAS, This admirable program, which seeks to provide a learning experience for the whole child, including head, heart, hands, and health, helps young Texans to acquire knowledge, develop life skills, and form attitudes to enable them to become self-directed, productive, and contributing members of our society; and

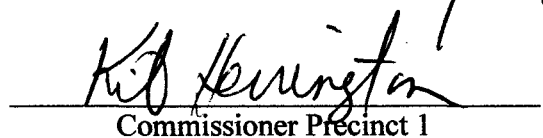
WHEREAS, Its 593,128 urban, suburban, and rural members, ranging in age from eight to nineteen, hail from diverse ethnic and socioeconomic backgrounds and truly represent a cross-section of the state; and

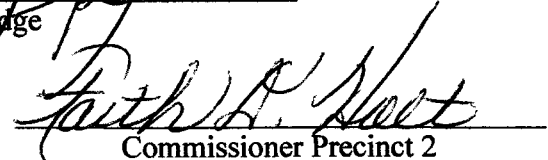
WHEREAS, The program undoubtedly could not have achieved the success that it has today were it not for the service of its more than 35,400 volunteers, who have given generously of their time, talents, energies, and resources to the youth of Texas; and

WHEREAS, Throughout its proud history, the 4-H program has developed positive role models for countless Texans and through its innovative and inspiring programs, continues to build character and to instill the values that have made our state strong and great; now, therefore, be it

RESOLVED, That the NAVARRO COUNTY COMMISSIONERS COURT, hereby designates October 3-9, 2010 as National 4-H Week in Texas and commend the 4-H Youth Development Program of the Texas AgriLife Extension Service and the many men and women who have made the program a success.


County Judge


Commissioner Precinct 1


Commissioner Precinct 2


Commissioner Precinct 3


Commissioner Precinct 4

SEPTEMBER 27, 2010

Date

HUDSON & O'LEARY LLP
ATTORNEYS AT LAW

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GHUDSON@HOLAW.NET
TOLEARY@HOLAW.NET

August 26, 2010

VIA FIRST CLASS MAIL

Navarro County Commissioner's Court
Attn: The Honorable H. M. Davenport, County Judge
300 West 3rd Avenue, Suite 14
Corsicana, Texas 75110

Re: Legal Services In Connection With Consideration of Medicaid UPL Program

Dear Judge Davenport:

I want to thank you for selecting our law firm to represent Navarro County with respect to the providing legal advice and guidance to the Commissioners Court in connection with the County's possible participation in the Medicaid Upper Payment Limit (UPL) Program .

The purpose of this letter, together with the enclosed "Standard Terms of Engagement," is to set out our understanding with respect to the specific terms of our relationship. Please review the Standard Terms of Engagement carefully and contact us promptly if you have any questions regarding our relationship. This letter, together with the Standard Terms of Engagement, constitutes our agreement with you (this "Agreement") under which our services will be provided.

Identity of Client

We will be representing Navarro County.

Nature and Scope of Representation

We understand that while in the future we may from time to time be employed on other matters, our present relationship is limited to representing the Navarro County as follows:

Represent the Commissioners Court in its deliberations regarding possible participation in the Medicaid Upper Payment Limit (UPL) Program, including negotiations with the Navarro Regional Hospital in connection with such program.

Supervision and Delegation

I will be the partner who will coordinate and supervise the services we perform on your behalf. I anticipate that I will perform most of the work on this matter. We routinely delegate selected responsibilities to other persons in our Firm when, because of special expertise, time availability or other reasons, they are in a better position to carry them out. In addition, we will try, where feasible and appropriate, to delegate tasks to persons who can properly perform them at the least cost to you. The Firm also has strategic relationships with other legal professionals. If necessary, the Firm will involve outside legal services to assist it in meeting your legal needs. In such event, we would seek your approval beforehand.

Financial Arrangements

The enclosed Standard Terms of Engagement, together with this letter, outlines the financial terms of our engagement. My hourly rate is \$225 per hour. If anything in this letter or the Standard Terms of Engagement is unclear or presents a problem to you, please advise me promptly so we may discuss it and reach a full understanding.

Tax Issues


We are not tax professionals and have no expertise with regard to tax consequences or tax issues. We therefore disclaim any expertise in this area. To the extent any matter arising from our representation of you has tax implications, you must seek the advice and guidance from tax professionals.

Acceptance of Terms

If this arrangement is acceptable to you, please sign below and mail or fax it to me at your earliest convenience.

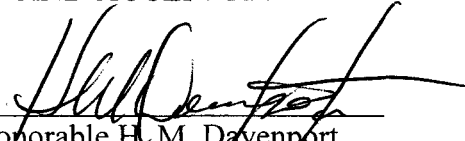
We truly appreciate the opportunity to continue to be of service to the Navarro County and look forward to working with you in a mutually beneficial relationship.

Sincerely,



J. Greg Hudson
Hudson & O'Leary LLP

AGREED TO AND ACCEPTED:

By: 

The Honorable H. M. Davenport
Navarro County Judge

Date: 9-27-10

STANDARD TERMS OF ENGAGEMENT

This statement sets forth the standard terms of our engagement as your attorneys. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this statement carefully and contact us promptly if you have any questions. We suggest that you retain this statement in your file.

1. The Scope of Our Work

You should have a clear understanding of the legal services we will provide. Any questions that you have should be dealt with promptly. We will provide services related only to matters as to which we have been specifically engaged.

We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. We cannot guarantee the success of any given matter, but we will strive to represent your interests professionally and efficiently.

2. Fees For Legal Services

Our charges for professional services are customarily based on the time devoted to the matter, the novelty and difficulty of the questions presented, the requisite experience, reputation and skill requested to deal with those questions, time limitations imposed by the circumstances, and the amount involved and the results obtained. Unless otherwise indicated in writing, our fees for legal services are determined on the basis of the hourly rates of the respective lawyers and paralegals who perform the services. These rates vary depending on the expertise and experience of the individual. We adjust these rates from time to time, increasing them as the individuals gain experience and expertise and to reflect current economic conditions. We will notify you in writing if this fee structure is modified. At the present time, the standard billing rate for our partners in the firm are between \$350.00 and \$195.00 per hour, however, in light of our past business relationship, our rates for partners in this matter will be capped at \$225 per hour; the billing rates for associates are between \$195.00 and \$100.00 per hour (capped in this instance at \$145.00 per hour); the billing rates for paralegals are between \$90.00 and \$65.00 per hour (capped in this instance at \$75.00 per hour), and the billing rate for law clerks is \$60.00 per hour (all fees quoted are in U.S. Dollars).

3. Other Charges

All out-of-pocket expenses (such as long distance telephone charges, copying charges, travel expenses, messenger expenses and the like) incurred by us in connection with our representation of you will be billed to you as a separate item on your monthly statement. However, the firm reserves the right to forward invoices from service providers directly to you for payment. We have enclosed a schedule that indicates the rate at which most of these items will be charged. This schedule is only an estimate and is subject to change depending on the actual cost to the firm.

4. Billing Procedures and Terms of Payment

Our billing period begins on the 1st of the month and runs through the end of the month. We will render periodic statements to you for legal services and expenses. We usually mail these periodic statements after the first of the month following the latest date covered in the statement. Each statement is payable within 30 days of its stated date and must be paid in U.S. Dollars. If any statement is not paid within 30 days after its stated date, interest at the rate of 1 ½ percent per month (18 percent per annum) will accrue on the balance due. However, if at any time 18 percent per annum exceeds the highest interest rate permitted by applicable law, then the interest rate that will be applied to any overdue amounts will be reduced to the maximum rate permitted under applicable law.

If you have any question or disagreement about any statement that we submit to you for payment, please contact me at your earliest convenience so that we can resolve any problems without delay. Typically, such questions or disagreements can be resolved to the satisfaction of both sides with little inconvenience or formality.

5. Termination of Services

You have the right at any time to terminate our employment upon written notice to us, and if you do we will immediately cease to render additional services. We reserve the right to discontinue work on pending matters or terminate our attorney-client relationship with you at any time that payment of your account becomes delinquent. Additionally, in the event that you fail to follow our advice and counsel, or otherwise fail to cooperate reasonably with us, we reserve the right to withdraw from representing you upon short notice, regardless of the then status of your matter. No termination shall relieve you of the obligation to pay fees and expenses incurred prior to such termination.

6. Retainers

With new clients or with substantial new matters for existing clients, the Firm may require a retainer. The retainer amount is not meant to be an estimate or limit of the fees and expenses required to complete the work on this matter, but is intended as your good faith deposit against a portion of such fees and expenses. The retainer will be placed in our Trust Account and we will bill our fees and disbursements against the retainer. We will advise you if additional amounts are necessary to be placed in trust against which to bill future work.

7. Retention of Documents

Although historically we have attempted to retain for a reasonable time copies of most documents generated by this Firm, we cannot be held responsible in any way for failure to do so, and we hereby expressly disclaim any such responsibility or liability. You must ultimately retain all originals and copies you desire among your own files for future reference.

8. Fee Estimates

We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Our attorneys do their best to estimate fees and expenses for particular matters when asked to do so. However, an estimate is just that, and the fees and expenses required are ultimately a function of many conditions over which we have little or no

control, especially in litigation or negotiation situations where the extent of necessary legal services may depend to a significant degree upon the tactics of the opposition. Unless otherwise agreed in writing with respect to a specific matter, all estimates made by us shall be subject to your agreement and understanding that such estimates do not constitute maximum or fixed fee quotations and that the ultimate cost is frequently more or less than the amount estimated.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America. Except as otherwise provided by law, venue of any case or controversy arising under or pursuant to this Agreement shall be in the State District Courts of Travis County, Texas, United States of America.

10. Questions

If you have any questions from time to time about any aspect of our arrangements, please feel entirely free to raise those questions. We want to proceed in our work for you with a clear and satisfactory understanding about every aspect of our billing and payment policies; and we encourage an open and frank discussion of any or all of the matters mentioned in this memorandum.

CLIENT COSTS ADVANCED

The firm incurs expenses on behalf of clients only when required by the legal needs of the clients. Some cases or matters require extensive use of copy facilities, and other cases may not be so paper intensive. Standard services such as secretarial and word processing time, file setup, and file storage are not charged; however, other expenses such as long distance fees, copies, delivery fees, and fax charges are billed to the client needing those services. An explanation of the billing structure is as follows:

1. Delivery Services

Outside delivery services are used for pick-up and delivery of documents to the client as well as to courts, agencies, and opposing parties. Outside delivery fees are charged to the client at the rate charged to the firm. Overnight delivery services are also charged at the rate charged to the firm. Firm personnel may provide delivery service in urgent situations and charges for such in-house service will not exceed the charge that would be made by an outside service in a similar situation.

2. Telephone

Our long distance charges are based on the exact amount of time, usually in minutes, per call as provided by our carriers. The current rate applied to calls is \$.10 per minute. Cell phone charges will be charged at the invoice rate.

3. Postage

Our postal equipment calculates exact US postage for all sizes and weights of posted material. The rate charged for postage is the same as the amount affixed to the material that is mailed.

4. Copies

Our standard rate for copies made by firm personnel is \$.10 per copy. This charge covers paper, equipment costs, and other supplies. If savings can be realized within the required time frame by sending copy jobs to subcontractors, the firm uses only qualified legal services copiers and the cost charged to the client is the same as the amount billed to the firm.

5. Computerized Research

If a case requires the use of computerized legal research, trained and skilled legal researchers are used to minimize on-line data charges. The firm charges those rates imposed by the online research providers for on-line connect time.

6. Fax

Fax copies will be charged at the rate of \$.10 per page.

7. Optical Character Recognitions (Scanner)

Scanned documents will be charged at the rate of \$.10 per page.

8. Travel

Attorney and paralegal time spent traveling on behalf of a client is billed to the client. Hotel, meal, local transportation, and similar expenses are charged based on receipts and travel expense forms submitted by the attorney. Documentation is available to the client if requested. Mileage is billed at the federal reimbursement rates set by the General Services Administration

9. Other Expenses

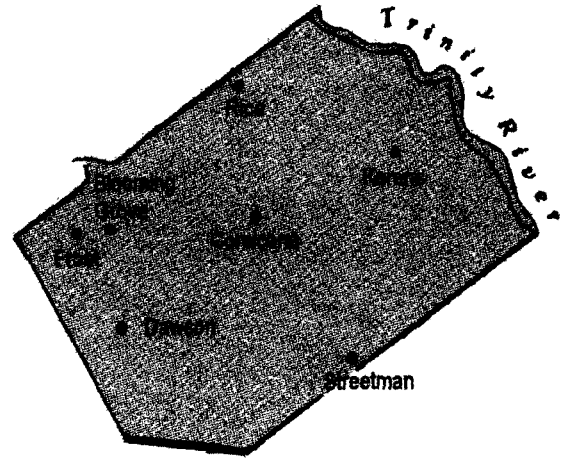
Expenses incurred to outside providers in connection with the client's legal services should be paid by the client directly to the outside provider unless specifically arranged in advance. If the firm agrees to pay outside providers, the cost charged to the client is the same as the amount billed to the firm. The firm reserves the right to forward any invoices for outside payment directly to you for payment consistent with the terms of the invoice. Examples of such charges include: court reporter fees, filing fees, newspaper charges for publication notices, PUC download fees, expert witness fees, consultants, and other similar expenses.

21

538

Navarro Soil and Water Conservation District

District 514
4323 West Highway 22
Corsicana, Texas 75110



July 30, 2010

Navarro County Commissioners Court
300 West 3rd. Avenue, Suite 14
Corsicana, Texas 75110

Reference: Flood Prevention Site Maintenance Inspections for Fiscal Year 2010.

Dear Commissioners Court,

This is to advise you of the completion of maintenance inspections performed on the 112 flood prevention sites located in Navarro County by the Navarro Soil and Water Conservation District on behalf of Navarro County and the Navarro Soil and Water Conservation District.

Attached is a list of the flood prevention sites with the date of inspection for each. Also included are copies of the Maintenance Checklist for Floodwater Retarding Structures for each site.

Sincerely,

Bobby D. Wilson
Contracting Officer

	A	B	C
1	FISCAL	YEAR	2010
2	Navarro	S W C D	# 514
3	Site No.	Watershed	Inspected
4			
5	R 012	Richland	5/11/2010
6	R 014	Richland	5/13/2010
7	R 014A	Richland	4/29/2010
8	R 015	Richland	6/10/2010
9	R 026	Richland	7/21/2010
10	R 026A	Richland	1/6/2010
11	R 029	Richland	3/30/2010
12	R 030	Richland	5/13/2010
13	R 030PD	Richland	7/21/2010
14	R 031	Richland	5/27/2010
15	R 032	Richland	5/27/2010
16	R 033	Richland	3/30/2010
17	R 034	Richland	7/12/2010
18	R 035	Richland	5/24/2010
19	R 036	Richland	6/8/2010
20	R 047	Richland	3/29/2010
21	R 098A	Richland	3/29/2010
22	R 099	Richland	3/29/2010
23	R 100A	Richland	5/4/2010
24	R 101	Richland	4/9/2010
25	R 101-1PD	Richland	4/9/2010
26	R 101-2PD	Richland	4/9/2010
27	R 105	Richland	6/22/2010
28	R 106A	Richland	6/8/2010
29	R 107A	Richland	4/29/2010
30	R 107B	Richland	4/29/2010
31	R 108	Richland	5/4/2010
32	R 109	Richland	6/15/2010
33	R 110	Richland	6/17/2010
34	R 111	Richland	6/17/2010
35	R 112	Richland	6/2/2010
36	R 113	Richland	4/1/2010
37	R 114	Richland	4/1/2010
38	R 115	Richland	2/18/2010
39	R 115-1PD	Richland	3/9/2010
40	R 116	Richland	3/23/2010
41	R 118	Richland	6/23/2010
42	R 119A	Richland	7/8/2010
43	R 120	Richland	1/6/2010
44	R 121	Richland	6/17/2010
45	R 123	Richland	6/17/2010
46	R 124	Richland	7/22/2010
47	R 126	Richland	5/5/2010
48	R 127	Richland	5/5/2010
49	R 129	Richland	3/17/2010
50	R 134	Richland	1/6/2010
51	R 135A	Richland	5/27/2010

	A	B	C
52	Site No.	Watershed	Inspected
53			
54	R 135B	Richland	3/30/2010
55	R 135D	Richland	3/30/2010
56	R 136	Richland	6/22/2010
57	R 136-PD1	Richland	6/22/2010
58	R 137A	Richland	6/22/2010
59	R 137G	Richland	3/31/2010
60	R 138	Richland	5/6/2010
61	R 140	Richland	4/15/2010
62	R 143A	Richland	4/21/2010
63	G 01	Grays	4/6/2010
64	G 02	Grays	3/29/2010
65	G 03	Grays	7/8/2010
66	G 04	Grays	7/20/2010
67	G 05	Grays	4/12/2010
68	G 06	Grays	4/12/2010
69	G 07A	Grays	7/20/2010
70	G 07B	Grays	4/12/2010
71	G 07C	Grays	3/23/2010
72	G 08	Grays	4/12/2010
73	G 09	Grays	4/27/2010
74	G 103	Grays	4/27/2010
75	G 104	Grays	4/27/2010
76	G 105	Grays	4/27/2010
77	C Gabion 1	Chambers	5/13/2010
78	C Gabion 2	Chambers	6/8/2010
79	C Chute 3	Chambers	5/25/2010
80	C Gabion 5	Chambers	6/8/2010
81	C Gabion 6	Chambers	5/25/2010
82	C Gabion 7	Chambers	3/31/2010
83	C 101A	Chambers	4/13/2010
84	C 103B	Chambers	6/8/2010
85	C 104A	Chambers	3/31/2010
86	C 104B	Chambers	5/25/2010
87	C 105A	Chambers	7/20/2010
88	C 105B	Chambers	6/8/2010
89	C 119A	Chambers	7/8/2010
90	C 119B	Chambers	7/22/2010
91	C 120A	Chambers	4/15/2010
92	C 120A PD1	Chambers	4/15/2010
93	C 120A PD2	Chambers	4/15/2010
94	C 120B	Chambers	4/15/2010
95	C 121	Chambers	5/10/2010
96	C 121C	Chambers	7/13/2010
97	C 121D1	Chambers	7/13/2010
98	C 121D2	Chambers	7/13/2010
99	C 121E	Chambers	7/13/2010
100	C 122A	Chambers	3/22/2010
101	C 122B	Chambers	4/20/2010

	A	B	C
102	Site No.	Watershed	Inspected
103			
104	C 123A	Chambers	4/27/2010
105	C 123B	Chambers	5/11/2010
106	C 124	Chambers	5/10/2010
107	C 124A1	Chambers	3/22/2010
108	C 124B	Chambers	3/23/2010
109	C 124C	Chambers	4/1/2010
110	C 127A	Chambers	2/5/2010
111	C 127B	Chambers	5/18/2010
112	C 128	Chambers	7/22/2010
113	C 129	Chambers	6/30/2010
114	C 130B	Chambers	4/27/2010
115	C 131	Chambers	4/27/2010
116	C 136	Chambers	4/8/2010
117	C 136A	Chambers	3/31/2010
118	C 139	Chambers	3/15/2010
119	C 140	Chambers	7/15/2010
120	C 141	Chambers	7/15/2010

AFFIDAVIT SUBMITTED BY
RUBY COKER
NAVARRO COUNTY TREASURER

STATE OF TEXAS

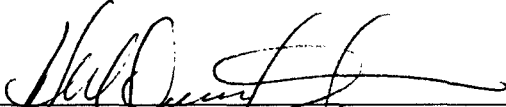
COUNTY OF NAVARRO

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 27th day of September, 2010 present to the Navarro County Commissioners Court the Monthly Financial Report for the month ending on August 31, 2010 for the court to review and approve. According to the report, Navarro County had cash on hand in the amount of \$1,562,303.88. Also, other assets totaling \$7,280,995.27 are being held by the Treasurer's office. The total interest for all accounts for the month of August, 2010 was \$3,400.66. The total disbursements for the month of August, 2010 were \$2,831,709.69. 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 27th day of September, 2010.


H. M. Davenport Jr. - County Judge


Faith Holt - Commissioner Pct 2


Kit Herrington - Commissioner Pct 1

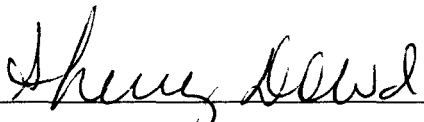

David Warren - Commissioner Pct 3


James Olsen - Commissioner Pct 4

SWORN AND SUBSCRIBED TO BEFORE ME, this 27th day of September, 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.

ATTEST




Sherry Dowd - Navarro County Clerk