

NAVARRO COUNTY COMMISSIONER'S COURT

A SPECIAL MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON MONDAY THE, 6TH DAY OF DECEMBER, 2010 AT 10:00 A.M., IN THE COUNTY COURTROOM AT 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 OLSEN
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENTS-NO COMMENTS

CONSENT AGENDA

- MOTION TO APPROVE CONSENT AGENDA 5-10 BY HERRINGTON
SEC BY WARREN
ALL VOTED AYE MOTION CARRIED
5. MOTION TO APPROVE MINUTES FROM THE PREVIOUS MEETING OF
NOVEMBER 22, 2010
 6. MOTION TO APPROVE AND PAY BILLS AS SUBMITTED BY THE
COUNTY AUDITOR, INCLUDING CURRENT BILLS, INDIGENT BILLS
PAID 11/24/2010, PAYROLL AND LONGEVITY PAID 11/30/2010 AND
HIDTA SEIZURE EQUITABLE SHARING
 7. MOTION TO APPROVE MINUTES OF THE NOVEMBER 4TH, 2010
PLANNING AND DEVELOPMENT MEETING **TO WIT PG 713-714**
 8. MOTION TO APPROVE A REPLAT OF LOTS 77 & 78 OF VISTA RIDGE
PHASE I FOR JERRY JACKSON
 9. MOTION TO APPROVE A REPLAT OF LOTS 74, 75, & 76, OF VISTA
RIDGE PHASE I FOR MIKE BROWN
 10. MOTION TO APPROVE REPLAT OF LOTS 71 & 72 OF SOUTHPOINT FOR
ROBERT HUTCHINSON

REGULAR AGENDA

11. MOTION TO APPROVE PUTTING BURN BAN BACK ON BY OLSEN SEC BY WARREN
ALL VOTED AYE MOTION CARRIED
12. MOTION TO APPROVE RESOLUTION FOR TDHCA APPLICATION BY HERRINGTON SEC BY OLSEN **TO WIT PG 715-716**
ALL VOTED AYE MOTION CARRIED
13. MOTION TO APPROVE TRANSFERRING NAVARRO COUNTY DISTRICT ATTORNEY SPECIAL FORFEITURE ACCOUNT FROM CHASE BANK TO PROSPERITY BANK BY OLSEN SEC BY WARREN
ALL VOTED AYE MOTION CARRIED
14. NO ACTION TAKEN ON NEW NAVARRO COUNTY PERSONNEL POLICY MANUAL
15. MOTION TO APPROVE CERTIFYING UNBUDGETED REVENUE RECEIVED FROM THE STATE OF TEXAS PURSUANT TO LOCAL GOVERNMENT CODE 111.0706 (\$25,607.00) BY HERRINGTON SEC BY OLSEN **TO WIT PG 717**
ALL VOTED AYE MOTION CARRIED
16. MOTION TO APPROVE EMERGENCY RESPONSE SERVICES AGREEMENT FOR PARTICIPATION BETWEEN HIDTA AND ETMC BY HOLT SEC BY HERRINGTON **TO WIT PG 718-725**
ALL VOTED AYE MOTION CARRIED
17. MOTION TO GO INTO EXECUTIVE SESSION PURSUANT TO THE TEXAS GOVERNMENT CODE SECTION 551.071 TO DISCUSS PENDING/ANTICIPATED LITIGATION BY HOLT SEC BY WARREN
ALL VOTED AYE MOTION CARRIED
18. CONSIDERATION OF ACTION TAKEN ON THE EXECUTIVE SESSION TEXAS GOVERNMENT CODE 551.071
19. MOTION TO GO INTO EXECUTIVE SESSION PURSUANT TO THE TEXAS GOVERNMENT CODE SECTION 551.072 TO DISCUSS REAL PROPERTY BY HOLT SEC BY WARREN
ALL VOTED AYE MOTION CARRIED

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

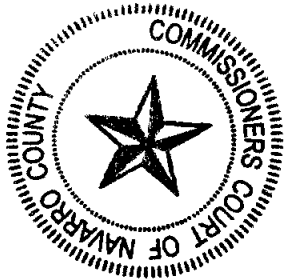
20. MOTION TO APPROVE ACTION TAKEN ON EXECUTIVE SESSION
TEXAS GOVERNMENT CODE 551.072 TO DISCUSS REAL PROPERTY TO
SUBMIT APPLICATION TO TEXAS CAPITAL FUND BY JUDGE
DAVENPORT SEC BY HOLT
ALL VOTED AYE MOTION CARRIED

21. 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 DECEMBER
6TH, 2010.

SIGNED 6 DAY OF DECEMBER 2010.


SHERRY DOWD, COUNTY CLERK





NAVARRO COUNTY OFFICE OF PLANNING & DEVELOPMENT

Phil Seely – Director
Becky Garrett – Addressing
Stanley Young – Environmental Services
Robert Gray – Code Enforcement

www.co.navarro.tx.us
300 West Third Avenue, Suite 16
Corsicana, Texas 75110

Phone: (903) 875-3310

Fax: (903) 875-3314

PLANNING AND ZONING COMMISSION MINUTES

November 4th, 2010

5:00 P.M.

The meeting was called to order with eight members present. The roll was called and the attendance was as follows:

- | | |
|-----------------------------|---------------------------|
| Chairman Jacobson – present | Vice Chairman Moe –absent |
| Scott Watkins – present | Conrad Newton – present |
| Carroll Sigman – present | Wayne McGuire - present |
| Vicki Farmer – absent | Bill Spae – absent |
| Dennis Bancroft – present | Dolores Baldwin – absent |
| Charles Irvine – absent | Caleb Jackson – present |
| Eben Dale Stover – absent | Jeff Smith - present |

Item #2 on the agenda was consideration of the minutes of the October 7, 2010 Planning and Zoning meeting. Motion to approve by Commissioner McGuire, second by Commissioner Newton, all voted aye.

Item #3 on the agenda was consideration of a special use permit by Chay Te. The request was to move a manufactured home into a commercially zoned property located at 10414 S Highway 287. Mr. Te has purchased the existing Shell Station and would like to move a manufactured home on the back of the property to live in. The Commission has requested more photographs displaying the property to establish visibility. Motion to table by Commissioner Watkins, second by Commissioner Smith. Commissioner Bancroft and Commissioner Sigman voted nay. Motion passed 6-2.

Item #4 on the agenda was a public hearing to discuss a request for a special exception to drill a gas well subject to statewide rule 36 (hydrogen sulfide) for Chinn Exploration. This well is located off FM 416 in the David H. Love Survey, Rash # 1. The hearing began with the Commission accepting testimony from and posing questions to the Navarro County Office of Emergency Management. Next, the Commission heard testimony from the Texas Railroad Commission. Then, property owners were allowed to sign-up and speak 3-5 minutes. Lastly, Chinn Exploration was allotted time to address items and concerns they felt necessary in response to the property owners' presentations. The public hearing was continued.

Item #5 on the agenda was consideration of a special exception to drill a gas well subject to statewide rule 36 (hydrogen sulfide) for Chinn Exploration. The Commission requested that the Texas Railroad Commission, Navarro County Office of Emergency Management and Chinn Exploration meet and review the contingency plan. Motion to table by Commissioner Newton, second by Commissioner McGuire. Commissioner Sigman, Commissioner Jackson and Commissioner Bancroft voted nay. Motion passed 5-3.

Adjourn.

#12

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A RESOLUTION OF THE COMMISSIONERS COURT OF NAVARRO COUNTY, TEXAS, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR THE HOME PROGRAM; AND AUTHORIZING THE COUNTY JUDGE TO ACT AS THE COUNTY'S CHIEF ADMINISTRATIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE HOME PROGRAM.

WHEREAS, the COMMISSIONERS COURT of NAVARRO COUNTY desires to develop a viable urban community, including decent housing and a suitable living environment for persons of low/moderate income; and

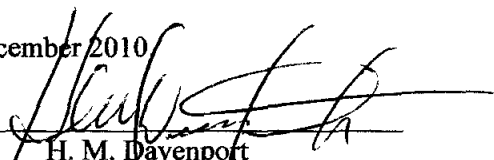
WHEREAS, certain substandard housing conditions exist which represent a health and safety threat to families residing in such structures; and

WHEREAS, the COMMISSIONERS COURT supports the COUNTY'S application for funding;

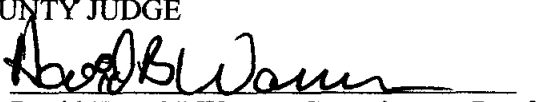
NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF NAVARRO COUNTY, TEXAS:

1. That a HOME Program application for HOME funds is hereby authorized to be filed on behalf of the County with the Texas Department of Housing and Community Affairs.
2. That the HOME funds will be utilized to assist victims as a result of two disasters, one that occurred on June 7-10, 2010 and recognized as such by the Governor of Texas on June 25, 2010; and Tropical Storm Hermine, as stated in a Proclamation issued by the Governor of Texas on September 9, 2010.
3. That the COMMISSIONERS COURT will designate \$80,000 of County funds as cash reserves to facilitate administration of the program and cover costs prior to reimbursement by TDHCA, or costs determined to be ineligible for reimbursement.
4. That the COMMISSIONERS COURT directs and designates H. M. Davenport, County Judge, as the person authorized to represent Navarro County.
5. That the COMMISSIONERS COURT directs and designates H. M. Davenport, County Judge, as the Chief Administrative Officer and Authorized Representative to act in all matters in connection with this application and the County's participation in the HOME Program including the execution of a Reservation System Participation Agreement.

Passed and approved this 6th day of December 2010


 H. M. Davenport
 NAVARRO COUNTY JUDGE


 Kit Herrington, Commissioner Pct. 1


 David "Butch" Warren, Commissioner Pct. 3

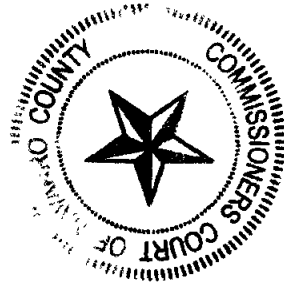

 Faith Holt, Commissioner Pct. 2


 James Olsen, Commissioner Pct. 4

ATTEST:

Sherry Dewald

NAVARRO COUNTY CLERK
Ex Officio of the Navarro County Commissioners Court



By:

(Chief) Deputy

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NAVARRO COUNTY AUDITOR'S OFFICE

300 West Third Avenue, Suite 10

Corsicana, TX 75110-4672

E-mail: khollomon@navarrocounty.org

Kathy B. Hollomon, CPA
County Auditor

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

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

December 2, 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: \$ \$25,602.00

Source: State of Texas

Sincerely,

Kathy B. Hollomon, CPA
Navarro County Auditor

#16

**EMERGENCY RESPONSE SERVICES
AGREEMENT FOR PARTICIPANT**

Date: December 1, 2010

Provider: EAST TEXAS MEDICAL CENTER, d/b/a EAST TEXAS MEDICAL CENTER EMERGENCY MEDICAL SERVICE, a Texas non-profit corporation

Address: 325 S. Glenwood Ave., Tyler, Texas 75702

Participant: North Texas High Intensity Drug Trafficking Area (HIDTA) Navarro County

Participant's Address: 3301 Golden Road # 300, Tyler, Texas 75701

Term: January 1, 2011 to December 31, 2020

Initial Fee: \$6,400.00

Monthly Fee: \$279.04

RECITALS

Provider has begun implementing a radio system infrastructure upgrade which will utilize various types of communications equipment to communicate among Provider's ambulances, hospitals and other emergency or governmental authorities.

Participant desires to participate in such radio system infrastructure upgrade to better suit its needs.

Participant finds that the items contemplated under this Agreement will serve and improve its services by allowing faster, more efficient and reliable communications.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, the Parties agree as follows:

ARTICLE 1. SERVICES

1.01 Services. Provider will provide the infrastructure and related equipment reasonably necessary for Participant and the other users to operate and maintain Participant's radio system. Provider will make appropriate upgrades and improvements to the radio system infrastructure and equipment based upon the need of Participant and the other users.

ARTICLE 2. WARRANTIES

2.01 Warranty. It is specifically agreed that the services acquired under this agreement are sold without any warranty of merchantability. Provider disclaims any warranty of merchantability or fitness for any particular purpose or use whatsoever with respect to the services being acquired under this agreement. To the extent that provider is entitled to any rights of warranty by virtue of its acquisition of any of the goods or products supporting its services, then it assigns all of its rights therein to participant, along with all rights to which it may be entitled by law, in exchange for participant's agreement not to seek any remedies against provider pursuant to any such alleged right, as part of the consideration for this transaction. Participant agrees to accept the rights of this assignment as its sole remedy for any claim upon any implied warranty. Provider has made no affirmation of fact or promise relating to the services or goods being sold that has become any basis of this bargain. Further, Provider has made no affirmation of fact or promise relating to the services or goods being sold that has created or amounted to an express warranty that the services or goods would conform to any such affirmation or promise.

ARTICLE 3. PRICE

3.01 Initial Fee. Upon execution of this Agreement, Participant will make a one-time payment to Provider for the Initial Fee upon presentation of invoice for payment.

3.02 Monthly Fees. The continuing operation and maintenance cost for the radio system infrastructure will be prorated based upon each User's share of the users activated on the system at the end of each month. Participants will be billed for these costs on a monthly basis based on the preceding year's usage, and payment will be due within 30 days of the invoice date. The Participant will pay Provider the Monthly Fee during the first year of the Term of this Agreement. After the first year of the Term of this Agreement, the Monthly Fee will be adjusted to reflect costs and expenses incurred in the previous year and any additional expense anticipated for the coming year.

ARTICLE 4. TERM AND TERMINATION

4.01 **Term.** Unless sooner terminated as provided herein, Participant and Provider will be obligated under the terms and conditions of this Agreement for the Term.

4.02 **Termination.** This Agreement may be terminated upon the first to occur of any of the following events:

4.02.1 Termination by Agreement. In the event Provider and Participant shall mutually agree in writing.

4.02.2 Default. In the event any Party shall give written notice to the other that such other Party has substantially defaulted in the performance of any material duty or obligation imposed upon it by this Agreement and such default shall not have been cured within thirty (30) days following the delivery of the written notice, the Party giving such written notice shall have the right to immediately terminate this Agreement unless the defaulting Party shall, within thirty (30) day period, have made a good faith effort to initiate corrective action and it is contemplated that such corrective action will be completed within the following thirty (30) day period.

4.02.3 Bankruptcy. In the event that any Party becomes insolvent, or if any petition under federal or state law pertaining to bankruptcy or insolvency or for a reorganization or arrangement or other relief from creditors shall be filed by or against any Party and not subsequently dismissed within 60 days thereof, or if any assignment, trust, mortgage, or other transfer shall be made of all or a substantial part of the property of any Party, or if any Party shall make or offer a compromise of its debts with its creditors, or if a receiver, trustee, or similar officer or creditor's committee shall be appointed to take charge of any property of or to operate or wind up the affairs of any Party, then the other Parties may by written notice immediately terminate this Agreement.

4.02.4 Change in Law. Notwithstanding any other provision of this Agreement, if the governmental agency which administer Medicare, any other payor, or any other federal, state or local government or agency passes, issues or promulgates any law, rules, regulation, standard or interpretation, or any court of competent jurisdiction renders any decision or issues any order, at any time while this Agreement is in effect, which prohibits, restricts, limits or in any way substantially changes the method or amount of reimbursement or payment for the services rendered under this Agreement, or which otherwise significantly affects any Party's rights or obligations hereunder, any Party may give the other notice of intent to amend this Agreement to the satisfaction of other Parties, to compensate

for such prohibition, restriction, limitation or change. If this Agreement is not so amended in writing within (30) days after said notice was given, this Agreement shall terminate as of midnight on the (30th) day after said notice was given.

4.02.5 Effect of Termination. As of the effective date of termination of this Agreement, neither Party shall have any further rights or obligations accruing after the effective date of termination, except for the financial obligation provided for in this Agreement. Notwithstanding the foregoing, the following provisions shall survive the expiration or other termination of this Agreement, regardless of the cause of such termination 2.01, 3.02, and Article 5.

4.02.6 Lack of Funding Provision. As prescribed in Federal Acquisition Regulations (FAR) 49.502 (c), this contract may be terminated, by written notice, when it is in the interest of the government lessee (Navarro County for benefit of the North Texas High Intensity Drug Trafficking Area (HIDTA) program). Termination will only be required if funding for the HIDTA program is lost or materially reduced, such that performance under this lease is not possible. If this contract is terminated, Navarro County shall be liable only for payment under the payment provisions of the contract for services rendered before the effective date of the termination.

ARTICLE 5. MISCELLANEOUS

5.01 **Attorney's Fees.** Should any litigation be instituted as a result of any dispute arising out of this Agreement, the interpretation, or the enforcement of the terms and conditions hereof, the prevailing Party shall be entitled to attorney's fees and related expenses as the court may deem reasonable under the circumstances.

5.02 **Force Majeure.** No Party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service deemed to result, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, commercial unavailability of equipment or supplies, strikes or other work interruptions by any Party's employee, or any other similar cause beyond the reasonable control of either Party.

5.03 **Independent Contractor.** In performing the services or providing the goods herein specified, Provider is acting as an independent contractor with respect to Participant, and no Party, nor its staff, shall be considered employees of the other. It is agreed and acknowledged by the Parties that, as an independent contractor, Provider retains the right to contract with and provide

radio system infrastructure services to entities and individuals other than Participant, including but not limited to communications equipment owned by Provider, access to towers, base stations, radios repeaters and other such services, and nothing in this Agreement shall be interpreted as limiting or restricting in any way Provider's right to do so. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties hereto, and nothing herein shall authorize any Party to act as agent for the other, except to the extent herein provided. Provider and Participant shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all such Party's staff. No Party's staff shall be subject to any other Party's policies solely applicable to its employees or be eligible for any employee benefit plan offered by the other Party.

5.04 Civil Rights. Provider and Participant shall comply with Title VII of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to regulations of the U.S. Department of Health and Human Services (45 C.F.R. Part 80) issued pursuant to that Title, to the end that, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied for benefits of, or be otherwise subjected to discrimination under any program or activity for which Federal funds are used in support of Provider's or Participant's activities.

5.05 Entire Agreement; Modification. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

5.06 Applicable Law and Remedies. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. All remedies at law, or in equity, by statute or otherwise, shall be cumulative and may be enforced concurrently herewith or from time to time and the election of any one or more shall not constitute a waiver of the right to pursue other available remedies. Venue of any litigation shall be Smith County, Texas.

5.07 Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

5.08 Notices. All notices hereunder by either Party to the other shall be in writing, delivered personally, by certified or registered mail (postage prepaid), return receipt requested, or by overnight courier services (charges prepaid), and shall be deemed to have been duly given when delivered personally, when deposited in the United States mail, or delivered to the overnight courier, as shown on the first page of this Agreement or to such other persons or places as either Party may, from time to time, designate by written notice to the other.

5.09 **Waiver.** The waiver by either Party of a breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach or failure to perform.

5.10 **Assignment; Binding Effect.** Provider may assign or transfer, in whole or in part, this Agreement or any of Provider's rights, duties or obligations under this Agreement to any related or affiliated entity within East Texas Medical Center Regional Healthcare System. Any other assignment or transfer of this Agreement, in whole or in part, by any Party without the other Parties prior written consent, shall be null and void. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their heirs, representatives, successors and permitted assigns.

5.11 **Reproduced copies of Documents.** This Agreement and all documents relating hereto may be reproduced by any means or process including electronic or mechanical means. Any reproduction shall be admissible into evidence as the original itself in any litigation without regard to whether the original is in existence. If a Party signs this Agreement and then transmits an electronic facsimile of the signature page the recipient may rely upon the electronic facsimile as a signed original of this Agreement without modification or change unless same is noted thereon.

5.12 **Time of Essence.** Time shall be of the essence with respect to this Agreement.

5.13 **Consents, Approvals, and Exercise of Discretion.** Except as may be herein specifically provided to the contrary, whenever this Agreement requires any consent or approval to be given by either Party or either Party must or may exercise discretion, the Parties agree that such consent or approval shall not be unreasonably withheld or delayed, and such discretion shall be reasonably exercised in good faith.

5.14 **Severability.** In the event any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason and in any respect, if the extent of such invalidity, illegality, or unenforceability shall in no event affect, prejudice, or disturb the validity of the remainder of this Agreement, which shall be in full force and effect, enforceable in accordance with its terms as if such provisions had not been included, or had been modified as provided below, as the case may be. To carry out the intent of the Parties hereto as fully as possible, the invalid, illegal or unenforceable provision(s), if possible, shall be deemed modified to the extent necessary and possible to render such provision(s) valid and enforceable. In the event this Agreement cannot be modified to the satisfaction of the Parties hereto, then either Party may terminate this Agreement upon ten (10) days written notice.

5.15 **Divisions and Headings.** The division of this Agreement into articles, sections, and subsections and the use of captions and headings in

connection therewith are solely for convenience and shall not affect in any way the meaning or interpretation of this Agreement.

5.16 Third Parties. None of the provisions of this Agreement shall be for the benefit of third parties or enforceable by any third Party. Any agreement to pay an amount and any assumption of a liability herein contained, expressed or implied, shall only be for the benefit of the Parties hereto and such agreement or assumption shall not inure to the benefit of any third Party.

5.17 Taxes. The prices set forth in the Agreement are exclusive of any amount for federal, state or local excise, sales, lease, gross income services, rental, use, property, occupation or similar taxes. Participant represents and warrants that it is exempt from all such taxes. If any taxes are determined applicable to this transaction or Provider is required to pay or bear the burden thereof, the Participant agrees to pay to Provider the amount of such taxes and any interest or penalty thereon no later than thirty (30) days after receipt of an invoice therefor.

5.18 Limitation of Liability. Provider's total liability whether for breach of contract, warranty, negligence, strict liability in tort or otherwise, is limited to the price of the particular services sold hereunder with respect to which losses or damages are claimed. In no event will Provider be liable for any loss of use, loss of time, damages, injuries, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such may be disclaimed by law.

5.19 Default.

5.19.1 If Provider is responsible for failure to make delivery or complete the services under the Agreement, Participants may consider Provider to be in default, unless such failure has been caused by the conditions set forth in Section 5.02 above.

5.19.2 Participant shall give Provider written notice of such default and Provider shall have thirty (30) days to provide a plan of action to cure said default. If Provider fails to cure said default, the Participant may terminate any unfulfilled portion of this Agreement or complete the Agreement through a third Party. Participant may also receive a pro rata refund for unfulfilled services based upon services being rendered for ten (10) years from the date first set forth above. In the event the Participant completes the Agreement through a third Party, Provider shall be responsible for an amount in excess of the Agreement price incurred by the Participant in completing the system to a capability not exceeding that specified in this Agreement. In the event of default, Provider shall not be liable for any incidental, liquidated, special or consequential damages.

5.19.3 In the event Provider is no longer in business or files for bankruptcy, Participant shall have the right to acquire the Radio System Infrastructure on the following terms:

a. Participant may exercise this option only by sending notice to Provider at East Texas Medical Center Emergency Medical Service, 325 S. Glenwood Boulevard, Tyler, Texas 75702 by registered mail, postage prepaid.

b. The full acquisition price for the Radio System Infrastructure will be the price agreed upon by Provider and Participants. In the event that Provider and Participants are not able to agree upon such price, such price will be determined by Motorola, Inc.

c. Upon the receipt of the valuation Participants shall pay Provider such Purchase Price by cashier's check not later than ninety (90) days after Provider has received notice as set forth in Section 5.19.3(a).

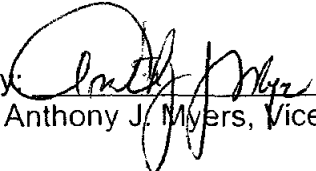
d. The provisions as set forth in Section 2.01 shall apply to the goods and services acquired pursuant to this section.


5.20 **Further Assurances.** Parties agree to take such further actions and execute any documents that may be necessary to complete the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day, month and year first above written.

**EAST TEXAS MEDICAL CENTER
d/b/a EAST TEXAS MEDICAL CENTER
EMERGENCY MEDICAL SERVICE**

HIDTA NAVARRO COUNTY

By: 
Anthony J. Myers, Vice-President/COO

By: 
H.M. Davenport, County Judge