

NAVARRO COUNTY COMMISSIONER'S COURT

A SPECIAL MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON MONDAY THE, 24TH DAY OF JANUARY, 2011 AT 10:00 A.M., IN THE COUNTY COURTROOM AT THE NAVARRO COUNTY COURTHOUSE, CORSICANA, TEXAS. PRESIDING JUDGE HM DAVENPORT, COMMISSIONERS PRESENT KIT HERRINGTON, DICK MARTIN, DAVID WARREN, AND JAMES OLSEN

1. 10:05 A.M. MOTION TO CONVENE BY OLSEN SEC BY MARTIN
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 5-6 BY HERRINGTON
SEC BY WARREN
ALL VOTED AYE MOTION CARRIED
5. MOTION TO APPROVE MINUTES FROM THE PREVIOUS MEETING OF
JANUARY 10, 2011, JANUARY 13, 2011 AND JANUARY 21, 2011
6. MOTION TO APPROVE AND PAY BILLS AS SUBMITTED BY THE
COUNTY AUDITOR, INCLUDING CURRENT BILLS, AND PAYROLL
PAID 01/15/2011

REGULAR AGENDA

7. MOTION TO APPROVE FRANK HULL AS HEALTH COUNTY SPONSOR
BY HERRINGTON SEC BY MARTIN **TO WIT PG 930**
ALL VOTED AYE MOTION CARRIED
8. MOTION TO APPROVE FUNDING FOR FIRE TRUCK FOR BARRY VFD
CONTINGENT ON BUDGET AMENDMENT NEXT MEETING \$175.00 BY
HERRINGTON SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED
9. MOTION TO APPROVE 3 PATROL UNITS AS SALVAGE, 2000 FORD
CROWN VIC VIN# (2FAFP71WOYX113547), 2001 FORD CROWN VIC

VIN# (2FAFP71WX1X159408) 2000 FORD CROWN VIC VIN#
(2FAFP71W4YX113552) BY HERRINGTON SEC BY WARREN
ALL VOTED AYE MOTION CARRIED

10. DISCUSSION OF BILLING FROM THE CITY OF CORSICANA FOR FIRE RUNS ONLY AND NAVARRO COUNTY BILLING OF OTHER ENTITIES FOR FIRE RESPONSE CALLS
NO ACTION TAKEN
11. MOTION TO APPROVE AGREEMENT WITH OTIS ELEVATOR FOR THE ANNUAL QEI STATE INSPECTION ON THE NAVARRO COUNTY JAIL ELEVATOR BY OLSEN SEC BY MARTIN **TO WIT PG 931-934**
ALL VOTED AYE MOTION CARRIED
12. NO ACTION ON BURN BAN
ALL VOTED AYE MOTION CARRIED
13. MOTION TO APPROVE TREASURER'S REPORT FROM FRANK HULL BY MARTIN SEC BY WARREN **TO WIT PG 935**
ALL VOTED AYE MOTION CARRIED
14. MOTION TO APPROVE AGREEMENT WITH ITASCA LANDFILL FOR CLASS 2 SOLID WASTE DISPOSAL BY OLSEN SEC BY WARREN
ALL VOTED AYE MOTION CARRIED **TO WIT PG 936-938**
15. MOTION TO APPROVE COUNTY AUDITOR'S DECEMBER 2010 MONTHLY FINANCIAL REPORT, PURSUANT TO LGC SEC. 114.024 BY HERRINGTON SEC BY MARTIN
ALL VOTED AYE MOTION CARRIED **TO WIT PG 939-942**
16. MOTION TO APPROVE COUNTY AUDITOR'S QUARTERLY INVESTMENT REPORT FOR THE QUARTER ENDING DECEMBER 31, 2010, PURSUANT TO TX GC SEC 2256.023 BY HERRINGTON SEC BY WARREN **TO WIT PG 943**
ALL VOTED AYE MOTION CARRIED
17. MOTION TO APPROVE VERIZON SYSTEM ORDER DOCUMENT FOR TELEPHONE SYSTEM MAINTENANCE AND VOICEMAIL BY MARTIN SEC BY WARREN **TO WIT PG 944-952**
ALL VOTED AYE MOTION CARRIED

18. NO ACTION TAKEN ON BUDGET AMENDMENTS TO REDUCE REVENUE IN THE AMOUNT OF \$84,073.41, (GENERAL FUND), \$17,624.31(ROAD AND BRIDGE FUND (\$4,406.08 EA.) AND \$1,408.99 (FLOOD CONTROL) DUE TO DUPLICATE HOME DEPOT ACCOUNTS IN CERTIFIED TAX VALUES

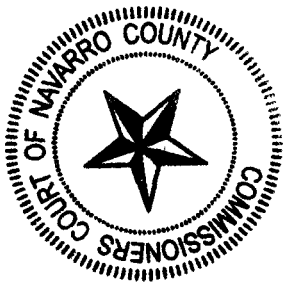
19. MOTION TO APPROVE RESOLUTION AMENDING AUTHORIZED REPRESENTATIVES TO ADD FRANK L. HULL, III AND TERRI GILLEN AS AUTHORIZED REPRESENTATIVES ON TEXPOOL INVESTMENT ACCOUNTS BY MARTIN SEC BY WARREN
ALL VOTED AYE MOTION CARRIED **TO WIT PG 953-954**

20. MOTION TO ADJOURN BY MARTIN 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 JANUARY 24TH, 2010.

SIGNED 24 DAY OF JANUARY 2011.


SHERRY DOWD, COUNTY CLERK





Together. Better. Stronger.

Roles and Responsibilities of Wellness Coordinator, Wellness Sponsor and Texas Association of Counties Health and Employee Benefits Pool (TAC HEBP)

The county wellness coordinator:

- Promotes and responds to Healthy County initiatives;
- Sets local program goals and priorities based on risk factors and employee interests and needs;
- Distributes promotional fliers, stuffers and information about the components of the wellness program to employees and communicate with employees about the program;
- With the input of county representatives, develops an action plan for the use of Employer Reward, defined as matching funds the county can potentially receive for employee participation;
- Monitors implementation of the action plan and discuss recommendations for the use of funds with the individual or department responsible for budget, allocation, etc;
- Communicates with TAC wellness representatives on a regular basis;
- Attends TAC wellness trainings (expenses paid by TAC HEBP); and
- Is a wellness CHAMPION!

The county wellness sponsor:

- Delivers the message of the importance and value of worksite wellness programs to the county;
- Encourages policies and practices that support healthy lifestyles (allowing employees to partake in healthy activities, access to resources, or log progress online or with coordinator);
- Provides access to resources for the program administration (direct participation of county government leaders validates the importance of the program to all employees);
- Is a visible and vocal champion for the Healthy County program for employees, elected officials and the community; and
- Attends annual TAC wellness training (expenses paid by TAC HEBP).

Texas Association of Counties:

- Provides annual training for the wellness coordinators and wellness sponsors regarding TAC's Healthy County wellness program;
- Develops action plans, toolkits and best-practice guides to support local wellness efforts;
- Distributes the Employer Rewards application which includes aggregate data from the Pool's health risk assessments along with participation data; and
- Contributes employer rewards to commend the county for participation in Healthy County activities.

OTIS

DATE: 01/19/2011

TO:
Navarro County Courthouse
300 W. 3rd Avenue Ste.14
Corsicana, TX 75110

FROM:
Otis Elevator Company
1931 Market Center Blvd
Suite 127
Dallas, TX 75207

EQUIPMENT LOCATION:
NAVARRO COUNTY JAIL
312 W 2ND AVENUE
CORNICANA, TX 75110

Dejah Smith
Phone: (214) 878-7499
Fax:(860) 353-3341

MACHINE NUMBER(S): 1 Elevator

PROPOSAL NUMBER: EZH110119141840

We will provide labor and material to furnish and install on the above referenced machine(s) the following:

We will arrange for the performance of the annual QEI State Inspection and on your elevator(s) at the above-referenced building. A QEI Certified State Inspector, with the assistance of additional manpower as necessary, will perform the inspection. We will be responsible for the coordination of the inspection, notification to the State of the inspection, transportation, scheduling, handling, and processing of the associated paperwork. Following the inspection, you will receive the certificate of inspection for each elevator. We will also provide you with proposals for work required, if any, to correct any deficiencies/violations noted on the certificate of inspection. In the event that some or all required work is covered under the terms of your current contract, we will supply you with a letter detailing the work to be performed.

Once you have received the certificates of inspection, you are responsible for filing the certificate of inspection (one (1) per elevator or escalator) and the \$20.00 per elevator/escalator fee with the Texas Department of Licensing and Regulation. Should you wish to seek a waiver or delay with respect to any violation indicated by the inspection, you are responsible for requesting such waiver or delay. There is a fee of \$50.00 for each application for delay or waiver. If you were to apply for both a waiver and delay, then the fee would be \$100.00. Please note that the certificates of inspection (or requests for waiver or delay) must be filed with the state within 60 days of the date of inspection.

You hereby acknowledge that by this proposal Otis Elevator Company is subcontracting certain of its duties under its current contract including the duty to perform an annual pressure relief valve test/no load test. By the signature below, you evidence consent to such subcontract and delegation of duties by Otis Elevator Company. Failure of Otis Elevator Company to perform the delegated duties itself shall not constitute a breach of your current contract.

All work will be performed during the regular working hours of the elevator trade.

The down payment referenced below must be received prior to scheduling work.

The price quoted below does not include sales tax and is valid for 30 days from the date specified above.

The price quoted below assumes the work will be scheduled based on the availability of material and manpower to complete the job efficiently. A local Otis representative will contact you to schedule the work.

Subsequent to your acceptance of this conditional offer, and before Otis executes the contract, Otis may provide a detailed survey of your equipment free of charge. If the proposed equipment is not compatible, or if additional modifications are necessary, Otis will provide a revised proposal. If any terms of a revised proposal are not acceptable, either party may rescind the acceptance of the original conditional offer.

-

OTIS Service and Repair Order

932

Pre-Payment Amount	Premium Percentage	Authorization (Initial)
0%	10% Add	

Otis Service and Repair Order

PRICE: \$330.00
Three hundred thirty dollars

This price is based on a one hundred percent (100%) downpayment in the amount of \$330.00.

This proposal, including the provisions printed on the last page(s), and the specifications and other provisions attached hereto shall, when accepted by you below and approved by our authorized representative, constitute the entire contract between us, and all prior representations or agreements not incorporated herein are superseded.

Submitted by: Dejah Smith

Accepted in Duplicate

CUSTOMER
Approved by Authorized Representative

Otis Elevator Company
Approved by Authorized Representative

Date: 1-24-11

Date: _____

Signed: Kit Herrington

Signed: _____

Print Name: Kit Herrington

Print Name: _____

Title: _____

Title: _____

E-mail: _____

Name of Company: _____

Principal, Owner or
Authorized Representative of Principal or Owner

Agent: _____
(Name of Principal or Owner)

OTIS Service and Repair Order

TERMS AND CONDITIONS

- 1 This quotation is subject to change or withdrawal by us prior to acceptance by you.
 - 2 The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.
 - 3 Payments shall be made as follows: A down payment of one hundred percent (100%) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty day period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less a five percent (5%) retainage and the aggregate of previous payments. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
 - 4 Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
 - 5 Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefor, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
 - 6 Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC-1 form or any other document reasonably requested by us for that purpose.
 - 7 Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
 - 8 Neither party shall be liable to the other for any loss, damage or delay due to any cause beyond either parties reasonable control, including but not limited to acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, mischief or act of God.
 - 9 We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control.
- We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.
- THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE 9 ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART
- 10 Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control.
 - 11 Our remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
 - 12 To the fullest extent permitted by law, you agree to hold us harmless, and defend us and indemnify us against any claim or suit for personal injury or property damage arising out of this contract unless such damage or injury arises from our sole negligence.
 - 13 It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code. Notwithstanding any other provisions hereof, if any part delivered hereunder incorporates software, the transaction is not a sale of such software; rather, you are hereby granted merely a license to use such software solely for operating the equipment for which such part was ordered. By accepting delivery of such part, you agree not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms.
 - 14 This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document, and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.

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AFFIDAVIT SUBMITTED BY
Frank Hull
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 Richard Martin, Commissioner Pct. #2, Honorable David Warren, Commissioner Pct. #3, and Honorable James Olsen, Commissioner Pct. 4.

I, Frank Hull, the Navarro County Treasurer, on this 24th day of January, 2011 present to the Navarro County Commissioners Court the Monthly Financial Report for the month ending on December 31, 2010 for the court to review and approve. According to the report, Navarro County had cash on hand in the amount of \$ 3,893,176.18. Also, other assets totaling \$ 7,300,025.50 are being held by the Treasurer's office. The total interest for all accounts for the month of December, 2010 was \$ 2617.08. The total disbursements for the month of December, 2010 were \$ 2,980,471.00. 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 24th day of January, 2011.

H. M. Davenport Jr. – County Judge

Richard Martin

Richard Martin – Commissioner Pct 2

Kit Herrington

Kit Herrington – Commissioner Pct 1

David Warren

David Warren – Commissioner Pct 3

James Olsen

James Olsen – Commissioner Pct 4

SWORN AND SUBSCRIBED TO BEFORE ME, this 24th day of January, 2011 by H. M. Davenport, Jr., Kit Herrington, Richard Martin, David Warren, and James Olsen, in their official capacities as the members of the Navarro County Commissioners Court.

Sherry Dowd

Sherry Dowd – Navarro County Clerk





SPECIAL WASTE SERVICE AGREEMENT NON-HAZARDOUS WASTES

936

Special Waste Profile Number: _____

Generator Billing Information

Republic Waste Location (Company)

Name: Navarro County
 Address: 300 W. 3rd #10
 City: Corsicana
 State: TX Zip: 75110
 Phone: 903.875.3313 Fax: 903.875.3314
 Contact: Robert Gray (c) 903.654.3000
rgray@navarrocounty.org

Itasca Landfill
2559 FM 66
Itasca, TX 76055
254.687.2511

Project: Various Waste Streams County and State of Origin: n/a

Additional Information: _____

- Special Waste Service.** Subject to the terms and conditions contained herein, the Company and the Generator agree to be legally bound hereby and the Company agrees to accept at its Facility, Acceptable Waste (hereinafter referred to as "Special Waste" or "Waste") delivered by Generator, and which is acceptable to the Company as herein provided.
- Acceptable Waste.** Only those Special Wastes described in Paragraph 3 herein and in any Special Waste Profile(s) which number is identical to the contract number referenced above, and which Profile(s) are hereby incorporated by reference herein, and which Waste is subsequently approved by the Company and is otherwise in accordance with all laws, regulations and permits, shall be acceptable for disposal at the Facility ("Acceptable Waste").

3. (A) **Rates for Disposal:**

Waste	Disposal Method	Disposal Rate:	Fees / Taxes / Misc.	Transportation
<u>See Attached</u>	<u>Landfill</u>	<u>See Attached</u>	<u>See below</u>	<u>n/a</u>
<u>See Attached</u>	<u>Solidification</u>	<u>See Attached</u>	<u>See below</u>	<u>n/a</u>

Additional Information: Minimum Charge = \$150 / load, Tipper Service Fee = \$75.00 (if needed, please make tipper service reservations at least 24 hours in advance), Safety Vest / Hats \$5.00 / each if needed (request at gate)

Environmental Fee = \$7.50 / ticket, Fuel Recovery Fee = Approximately 4% (percentage varies monthly)

Generator shall also be liable for all taxes, fees, or other charges imposed by federal, state, local or provincial laws and regulations.

Cannot Exceed Daily Volume of _____ Without Prior Approval of Company.

(B) **Incorporation by Reference.** In addition to Special Waste Profile(s), the following documents are incorporated by reference into this Agreement as if fully set forth herein.

- _____
- _____

4. **Term of Agreement.** This Agreement is effective for 12 months, commencing 2/1/11 and shall automatically be renewed for a similar term thereafter unless either party shall give written notice (via certified mail) of termination to the other party at least thirty (30) days prior written notice.

THE COMPANY AND THE GENERATOR, IN CONSIDERATION OF THE MUTUAL OBLIGATIONS CONTAINED HEREIN, AGREE THAT THIS IS A LEGALLY BINDING AGREEMENT WHICH IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THIS PAGE AND ON THE REVERSE SIDE OF THIS DOCUMENT. IN ADDITION, THE GENERATOR IS CERTIFYING THE ATTACHED TERMS AND CONDITIONS HAVE BEEN REVIEWED AND INITIALLED AT THE BOTTOM OF THE PAGE.

GENERATOR
Kit Neuniger
 SIGNATURE (AUTHORIZED REPRESENTATIVE)
Co. Comm. Ref #1
 NAME AND TITLE (PLEASE PRINT)
1-24-11
 DATE

REPUBLIC SERVICES, INC/COMPANY
Rouhie Dawie
 SIGNATURE (AUTHORIZED REPRESENTATIVE)
Rouhie Dawie
 NAME AND TITLE (PLEASE PRINT)
1-20-11
 DATE

<u>Waste</u>	<u>Disposal Method</u>	<u>Disposal Rate:</u>	<u>Fees / Taxes / Misc.</u>	<u>Trans.</u>
CLASS 1 BULK - LIQUID	SOLIDIFICATION	\$0.48 / GALLON	N/A	N/A
CLASS 2 BULK - LIQUID	SOLIDIFICATION	\$0.48 / GALLON	N/A	N/A
CLASS 1 BULK - SOLID	LANDFILL	\$36.75 / CUBIC YARD	N/A	N/A
CLASS 2 BULK - SOLID	LANDFILL	\$17.33 / CUBIC YARD	N/A	N/A
CUBIC YARD BOXES - LIQUID	SOLIDIFICATION	\$131.25 / EACH	N/A	N/A
CUBIC YARD BOXES - SOLID	LANDFILL	\$78.75 / EACH	N/A	N/A
CLASS 1 DRUMS - SOLID	LANDFILL	\$52.50 / DRUM	N/A	N/A
CLASS 2 DRUMS - SOLID	LANDFILL	\$52.50 / DRUM	N/A	N/A
CLASS 1 DRUMS - LIQUID	SOLIDIFICATION	\$52.50 / DRUM	N/A	N/A
CLASS 2 DRUMS - LIQUID	SOLIDIFICATION	\$52.50 / DRUM	N/A	N/A
ASBESTOS - FRIABLE	LANDFILL	\$26.25 / CUBIC YARD	N/A	N/A
ASBESTOS - NON-FRIABLE	LANDFILL	\$18.90 / CUBIC YARD	N/A	N/A
DEMOLITION DEBRIS - CLASS 2 BULK	LANDFILL	\$17.33 / CUBIC YARD	N/A	N/A
EMPTY CONTAINERS - 55 GALLON	LANDFILL	\$15.75 / DRUM	N/A	N/A
EMPTY CONTAINERS - <55 GALLON	LANDFILL	\$10.50 / EACH	N/A	N/A
SOLID CONTAINERS - <55 GALLON	LANDFILL	\$10.50 / EACH	N/A	N/A
LIQUID CONTAINERS - <55 GALLON	SOLIDIFICATION	\$15.75 / EACH	N/A	N/A
TOTES - LIQUID	SOLIDIFICATION	\$131.25 / EACH	N/A	N/A
TOTES - SOLID	LANDFILL	\$78.75 / EACH	N/A	N/A
TOTES - EMPTY	LANDFILL	\$36.75 / EACH	N/A	N/A
PALLETS - LIQUID	SOLIDIFICATION	\$131.25 / EACH	N/A	N/A
PALLETS - SOLID	LANDFILL	\$78.75 / EACH	N/A	N/A
CYLINDERS	LANDFILL	\$89.25 / TON	N/A	N/A
OVERPACK SURCHARGE	N/A	\$10.50	N/A	N/A

Terms and Conditions of Special Waste Service Agreement

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5. **The Agreement.** This agreement of the parties ("Agreement") for the disposal of Special Waste shall consist of this Agreement, riders to the Agreement (if any) and any Application, permit and approval that may be applicable to such Waste.
6. **Waste Accepted at Facility.** Generator represents, warrants and covenants that the Waste delivered to Company at its Facility hereunder will be Acceptable Waste and will not contain any unacceptable quantity of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances, as defined by applicable federal, state, local or provincial laws or regulations. Any Waste which does not meet these requirements shall hereinafter be referred to as "Unacceptable Waste". The Generator shall in all matters relating to the collection, transportation and disposal of the Waste hereunder, comply with all applicable federal, state and local laws, regulations, rules and orders regarding the same. The word "Facility" shall mean any landfill, transfer station or other location used to transfer, process or otherwise dispose of such Waste.
7. **Special Waste.** Generator represents, warrants and covenants that the Waste delivered to Company hereunder (i) will not contain any Special Waste that is not specifically described on any Application which is attached hereto or which is subsequently approved by the Company, (ii) will meet the material description as set forth in any Application and otherwise in all significant respects and (iii) will not contain Unacceptable Waste. The parties may incorporate additional Special Waste as part of this Agreement if prior to delivery of such Waste to Company, Generator has provided an Application for such Waste and Company has approved disposal of such Waste within the limitations and conditions contained in Company's written notice of approval of Special Waste Disposal. Title to any and all Waste handled or disposed of by Company shall at all times remain with Generator and Broker (if a Broker is involved).
8. **Rights of Refusal/Rejection.** The Generator shall inspect all Waste at the place(s) of collection and shall remove any and all Unacceptable Waste. Company has the right to refuse, or to reject after acceptance, any load(s) of Waste(s) delivered to its Facility including if the Company believes the Generator has breached (or is breaching) its representations, warranties, covenants or agreements hereunder, or any applicable federal, state or local laws, regulations, rules or orders, even if only a portion of such Waste load is unacceptable. The Company shall have the right to inspect all vehicles and containers of Waste haulers, including the Generator's vehicles, in order to determine whether the Waste is Acceptable Waste or Unacceptable Waste pursuant to this Agreement and all applicable federal, state and local laws, rules and regulations. The Company's exercise, or failure to exercise, its rights hereunder shall not operate to relieve the Generator of its responsibilities or liability under this Agreement. The Generator shall be responsible for, and bear all reasonable expenses and damages incurred by the Company, as a result of the Unacceptable Waste and in the reloading and removal of Unacceptable Waste disposed in the Facility. The Company, may also, in its sole discretion, require the Generator to promptly remove the Unacceptable Waste.
9. **Limited License to Enter.** This Agreement provides Generator with a license to enter the Facility for the limited purpose of, and only to the extent necessary for, off-loading Acceptable Waste at the Facility in the manner directed by Company. Except in an emergency, Generator's personnel shall not leave the immediate vicinity of their vehicle. After off-loading the Waste, Generator's personnel shall promptly leave the Facility. Under no circumstances shall Generator or its personnel engage in any scavenging of Waste or other materials at the Facility. The Company reserves the right to make and enforce reasonable rules and regulations concerning the operation of the Facility, the conduct of the drivers and others on the Facility premises, quantities and sources of Waste, and any other matters necessary or desirable for the safe, legal and efficient operation of the Facility including, but not limited to, speed limits on haul roads imposed by the Company, and the wearing of hard hats and other personal protection equipment by all individuals allowed on the Facility premises. Generator agrees to conform to such rules and regulations as they may be established and amended from time to time. Company may refuse to accept Waste from and shall deny an entrance license to, any of Generator's personnel whom Company believes is under the influence of alcohol or other chemical substances. Generator shall be solely responsible for its employees and subcontractors performing their obligations in a safe manner when at the facility of Company.
10. **Charges and Payment.** Payment shall be made by Generator within sixty (60) days after receipt of invoice from Company. In the event that any amount is overdue, the Company may terminate this Agreement. Generator agrees to pay a finance charge equal to the maximum interest rate permitted by law. Generator shall be liable for all taxes, fees, or other charges imposed upon the disposal of the Waste by federal, state, local or provincial laws and regulations. Company, from time to time, may modify its rates upon sixty (60) days written notice to Generator.
11. **Termination.** Generator's obligations, representations, warranties and covenants regarding the Waste delivered and all indemnities shall survive termination of this Agreement. Should Generator materially default in any of its obligations hereunder, then Company may immediately terminate this Agreement and Generator shall be liable for all costs and damages incurred by the Company.
12. **Driver's Knowledge and Authority.** Generator represents, warrants and covenants that its drivers who deliver Waste to Company's Facility have been advised by Generator of the Company's prohibition on deliveries of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances or any other Unacceptable Waste to the Facility of Company's restrictions on deliveries of Special Waste to the Facility, of the definitions of "Hazardous Waste and Hazardous Substances" as provided by applicable federal, state and local law, rules and regulations and "Special Waste" as provided herein, and of the terms of this license to enter Company's Facility.
13. **Indemnification.** Generator shall indemnify, defend and hold harmless the Company and its subsidiaries, affiliates and parent corporations, as applicable and their respective officers, directors, lenders, employees, subcontractors and agents from and against any and all claims, suits, losses, liabilities, assessments, damages, fines, costs and expenses, including reasonable attorneys fees arising under federal, state or local laws, regulations or ordinances, or relating to the content of the Waste, or arising out of or in connection with any breach of this Agreement or arising out of the negligent collection, transportation and disposal of Waste by Generator or Generator's employees, agents, subcontractors or representatives thereof. Generator shall also be responsible for increased inspection, testing, study and analysis costs made necessary due to reasonable concerns of the Company as to the content of the Waste following discovery of potentially Unacceptable Waste. This indemnification and other obligations stated in this paragraph shall survive the termination of this Agreement.
14. **Insurance.** Generator shall maintain in full force and effect throughout the term of this Agreement the following types of insurance in at least the amounts specified below:

Coverages	Minimum Amounts of Insurance
Worker's Compensation	Statutory
General Liability	\$500,000 combined single limit
Automobile Liability	\$500,000 combined single limit

All insurance will be by insurers authorized to do business in the state in which the Facility is located. Prior to Generator being allowed on Facility premises, Generator shall provide the Company with certificates of insurance or other satisfactory evidence that such insurance has been procured and is in force. Said policies shall not thereafter be canceled, be permitted to expire or lapse, or be changed without thirty (30) days advance written notice to the Company. Generator warrants that it will secure the above minimum amounts of insurance from any transportation of the Waste to the Facility.

15. **Failure to Perform.** Neither party hereto shall be liable for its failure to perform hereunder due to circumstances not its fault and beyond its reasonable control, including, but not limited to, strikes or other labor disputes, riots, protests, civil disturbances or sabotage, changes in law, fires, floods, compliance with government requests, explosions, accidents, weather, lack of required natural resources, or acts of God affecting either party hereto. In the event of any of the circumstances provided for in the preceding sentence, including, but not limited to, whether any federal, state or local court or governmental authority takes any action which would (i) close or restrict operations at the Facility, (ii) limit the quantity or prohibit the disposal of Waste at the Facility, or (iii) limit the ability of or prohibit Generator from delivering Waste to the Facility, the Company shall have the right, at its option, to reduce, suspend or terminate Generator's access to the Facility immediately, without prior notice and without any additional liabilities between the parties, other than Generator's payment obligation hereunder. Neither Party is required hereunder to settle any labor dispute against its own best judgment.
16. **Other Termination.** The occurrence of any of the following events shall also constitute an event of default by the Generator and shall give the Company the right to immediately terminate this Agreement:
 - (A) A petition for reorganization or bankruptcy filed by or against the Generator.
 - (B) Failure by Generator to pay any amounts due to Company.
 - (C) Any breach by Generator of any of its obligations pursuant to the Agreement.

Generator shall be liable for and shall indemnify, defend and hold harmless Company from any losses, claims expenses or damages incurred by the Company as a result of termination hereunder.
17. **Assignment.** Generator may not assign, transfer or otherwise vest in any other Company, entity or person, in whole or in part, any of its rights or obligations under the Agreement without the prior written consent of the Company, provided, however, that the Company may without any such prior written consent, assign its rights and/or obligations under the Agreement to a subsidiary or affiliate corporation.
18. **Right of Disposal.** This Agreement does not grant any rights to dispose of Waste other than in accordance herewith. The Company reserves the right to immediately terminate access to the Facility by Generator and Generator's personnel in the event of breach or violation by Generator of any of the terms of this Agreement, the Company's operating rules or payment policies or any applicable laws or regulations.
19. **Continuing Compliance.** The Generator has a continuing obligation to inform the Company of any new information, or information not previously provided to the Company by Generator which may affect the acceptability of the Waste by the Company. Further, the Generator shall comply with all Company requests for evidence of Generator's continuing compliance with the terms of the Agreement including but not limited to the following: (i) providing new, updated Waste profiles on the Waste(s) offered for disposal or, (ii) providing appropriate certification that the Waste being offered for disposal is accurately reflected by the appropriate Application or, (iii) re-sample the Waste at Generator's expense if reasonable cause exists as to its acceptability under the terms of this Agreement or, (iv) allow the Company to re-sample the Waste at Generator's expense if reasonable cause exists as to its acceptability under the terms of this Agreement or (v) all of the above.
20. **Miscellaneous.**
 - (A) This Agreement shall be governed by the laws of the State in which the Facility is located.
 - (B) No waiver of a breach of any of the obligations contained in the Agreement shall be construed to be a waiver of any prior or succeeding breach of the same obligation or of any other obligation of this Agreement.
 - (C) No modification, release, discharge or waiver of any provision or obligation hereof shall be of any force, or effect, unless in writing signed by all parties to this Agreement.
 - (D) Generator shall treat as confidential and not disclose to others during or subsequent to the terms of this Agreement, except as is necessary to perform this Agreement, or to comply with any applicable law or regulation any information (including any technical information, experience or data) regarding the Company's plans, programs, plants, processes, products, costs, equipment or operations which may come within the knowledge of the Generator or its employees in the performance of this Agreement, without in each instance securing the prior written consent of the other Company.
 - (E) If any term, phrase, obligation or provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall remain in effect and be construed without regard to such term, phrase, obligation or provision.
 - (F) This Agreement constitutes the entire understanding between the parties, replacing and amending any prior agreements between the parties, and shall be binding upon all parties hereto, their successors, heirs, representatives and assigns. Any provision, term or condition in any acknowledgement, purchase order or other response by Generator which is in addition to or different from the provisions of this Agreement shall be deemed objected to by the Company and shall be of no effect.
 - (G) Generator represents, warrants and covenants that it is and, during the term of this Agreement will remain, in compliance with and will perform its obligations pursuant to all applicable laws and regulations and shall indemnify, defend and hold harmless the Company from any breach thereof.
 - (H) It is the understanding and agreement of the parties that the Company is an independent contractor, and is not an agent, nor an authorized representative of the Generator.
21. **Notices.** All notices herein provided for shall be considered as having been given upon being placed in the mail, certified postage prepaid addressed to the Company or Generator at the address herein set forth in this Agreement or to such other address as may be given to the other party in writing.
22. **Liquidated Damages.** In the event that this Agreement is terminated by the Generator in a manner not in accordance with paragraph 4 hereof, or terminated due to a breach of this Agreement by the Generator, the Generator shall pay, as liquidated damages, and not as a penalty, the greater of an amount equal to six (6) months' service charges or the Generator's most recent monthly charge multiplied by six (6). The Generator shall be given credit for any advance payments made hereunder, however, in computing the amount owed as liquidated damages hereunder. The Generator acknowledges that this liquidated damages clause is reasonable and is applicable to recover damages related to its investment in equipment, development of landfills and hiring of employees undertaken by the Company to service its customers including the Generator. This liquidated damages clause in no way relieves the Generator from its obligations and liability for other cost or damages as set forth elsewhere in this Agreement.

GENERATOR: _____

Republic Services, Inc/COMPANY: _____

May 2009

Navarro County
December
2010 Financial Report
by Fund

	Budget	Current Month	YTD
General Fund:			
Revenues			
Property Taxes	12,561,014.00	1,464,849.11	3,055,145.91
Other	4,674,999.00	290,147.85	629,952.78
Total	17,236,013.00	1,754,996.96	3,685,098.69
Expenditures			
Commissioner's Court	80,160.00	4,797.13	19,593.64
Planning & Dev.	320,293.00	20,500.52	66,368.41
County Clerk	560,176.00	28,683.06	179,742.83
District Clerk	396,113.92	23,472.65	104,607.30
Veterans' Service	20,042.00	1,517.26	4,711.45
Non Departmental	1,935,026.00	32,644.69	258,575.52
Information Systems	90,038.00	14,664.73	38,308.61
HAVA	0.00	0.00	1,920.73
Elections	173,283.00	15,697.75	82,265.76
Courthouse	906,827.00	54,874.32	181,122.27
Extension	204,565.00	14,850.18	54,278.31
Historical Commission	5,500.00	357.33	453.33
County Judge	250,364.00	18,869.02	60,152.04
District Court	708,781.00	32,063.19	141,460.13
JP Pct 1	170,321.00	12,348.81	53,476.73
JP Pct 2	168,155.00	12,251.57	51,347.35
JP Pct 3	161,729.00	12,752.41	43,281.53
JP Pct 4	217,974.00	15,990.75	66,225.86
District Attorney	818,453.00	66,133.91	198,002.79
Law Library	5,402.00	116.89	350.37
County Auditor	445,980.00	32,873.76	125,023.30
County Treasurer	135,823.80	9,687.03	39,702.28
Tax Assessor/Collector	492,865.32	36,871.71	131,271.82
County Jail	4,919,028.00	324,329.29	1,133,310.93
Constable Pct 1	38,147.75	2,300.49	7,968.45
Constable Pct 2	32,006.00	1,786.84	5,617.16
Constable Pct 3	10,903.00	788.70	3,793.37
Constable Pct 4	36,116.00	2,462.63	7,605.90
Sheriff	3,052,625.32	194,562.38	727,318.60
Sheriff Communications	689,540.00	48,709.06	155,117.06
Highway Patrol	82,114.00	6,249.20	24,838.80
License & Weights	3,400.00	0.00	112.00
Emergency Mgt	53,600.00	1,160.84	8,546.28
CSCD	12,475.00	871.02	2,143.48
Juvenile Expenditures	108,937.00	4,408.43	15,090.08
Indigent Health	636,467.00	108,949.10	255,164.38
Total	17,943,231.11	1,158,596.65	4,248,868.85
General Net	(707,218.11)	596,400.31	(563,770.16)

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Navarro County
December
2010 Financial Report
by Fund

	Budget	Current Month	YTD
Flood Control			
Revenues			
Property Taxes	235,779.00	26,822.25	55,637.43
Other	2,000.00	0.00	245.40
Total	237,779.00	26,822.25	55,882.83
Expenditures			
Flood Control Net	(162,221.00)	23,822.25	39,459.41
Debt Service			
Revenues			
Property Taxes	467,542.00	59,680.14	124,470.75
Other	500.00	0.00	41.12
Total	468,042.00	59,680.14	124,511.87
Expenditures			
Debt Svc. Net	(64,988.00)	59,680.14	124,511.87
Road & Bridge Pct. 1			
Revenues			
Property Taxes	681,307.00	78,627.57	164,208.65
State of TX	23,000.00	0.00	10,459.95
Vehicle Registration	225,000.00	7,311.38	14,940.43
Fines & Forfeitures	135,000.00	11,513.57	22,721.18
Other	1,000.00	154.80	259.95
Total	1,065,307.00	97,607.32	212,590.16
Expenditures			
Personnel	449,795.00	30,010.80	103,931.03
Supplies	414,000.00	1,908.81	53,679.07
Other Svcs & Charges	105,300.00	2,690.85	32,184.12
Capital Outlay	95,192.00	3,849.30	21,697.86
Total	1,064,287.00	38,459.76	211,492.08
R & B #1 Net	1,020.00	59,147.56	1,098.08
Road & Bridge Pct. 2			
Revenues			
Property Taxes	681,307.00	78,627.56	164,208.64
State of TX	23,000.00	0.00	10,459.95
Vehicle Registration	225,000.00	7,311.37	14,940.42
Fines & Forfeitures	135,000.00	11,513.57	22,721.18
Other	1,000.00	0.00	151.01
Total	1,065,307.00	97,452.50	212,481.20
Expenditures			
Personnel	529,653.00	38,520.13	136,241.69
Supplies	358,000.00	22,611.35	58,473.03
Other Svcs & Charges	404,100.00	3,070.05	25,820.60
Capital Outlay	73,608.00	5,550.65	16,651.95
Total	1,365,361.00	69,752.18	237,187.27
R & B # 2 Net	(300,054.00)	27,700.32	(24,706.07)

Navarro County
December
2010 Financial Report
by Fund


	Budget	Current Month	YTD
Road & Bridge Pct. 3			
Revenues			
Property Taxes	681,307.00	78,627.57	164,208.65
State of TX	23,000.00	0.00	10,459.95
Vehicle Registration	225,000.00	7,311.37	14,940.42
Fines & Forfeitures	135,000.00	11,513.57	22,721.18
Other	1,000.00	0.00	83.46
Total	1,065,307.00	97,452.51	212,413.66
Expenditures			
Personnel	509,743.00	38,985.90	131,628.98
Supplies	474,000.00	16,965.70	63,863.07
Other Svcs & Charges	114,163.00	2,151.20	23,442.82
Capital Outlay	41,353.00	3,425.87	10,277.89
Total	1,139,259.00	61,528.67	229,212.76
R & B #3 Net	(73,952.00)	35,923.84	(16,799.10)
Road & Bridge Pct. 4			
Revenues			
Property Taxes	681,307.00	78,627.57	164,208.65
State of TX	23,000.00	0.00	10,459.93
Vehicle Registration	225,000.00	7,311.38	14,940.43
Fines & Forfeitures	135,000.00	11,513.57	22,721.18
Other	750.00	0.00	57.37
Total	1,065,057.00	97,452.52	212,387.56
Expenditures			
Personnel	488,905.00	33,893.16	123,943.22
Supplies	550,000.00	31,473.99	122,038.02
Other Svcs & Charges	102,750.00	2,218.66	21,639.96
Capital Outlay	54,468.00	1,622.32	4,866.96
Total	1,196,123.00	69,208.13	272,488.16
R & B # 4 Net	(131,066.00)	28,244.39	(60,100.60)
Taxes Recorded for December 2010			
General Fund		2,502,282.41	5,557,428.32
Flood Control		44,921.49	100,558.92
Debt Service		100,446.98	224,917.73
Road & Bridge		530,912.18	1,187,746.77
Total		3,178,563.06	7,070,651.74

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NAVARRO COUNTY, TEXAS
AD VALOREM TAX ALLOCATION
FOR THE MONTH OF DECEMBER, 2010

FUND		AMOUNT
GENERAL		2,502,282.41
DEBT SERVICE		100,446.98
FLOOD CONTROL		44,921.49
ROAD & BRIDGE		
PRECINCT 1	132,728.05	
PRECINCT 2	132,728.05	
PRECINCT 3	132,728.03	
PRECINCT 4	132,728.05	
TOTAL ROAD & BRIDGE		530,912.18
TOTAL ALLOCATION		3,178,563.06

REVOLVING & CLEARING CHECKS SHOULD BE ISSUED TO
THE LISTED FUNDS AS SHOWN ABOVE.

ALLOCATED BY: 

NAVARRO COUNTY, TEXAS
QUARTERLY INVESTMENT REPORT
For the Quarter Ended December 31, 2010

FUND	BALANCE 9/30/2010	INTEREST EARNED	DEPOSITS	WITHDRAWALS	BALANCE 12/31/2010	NET CHANGE
Investments held with TexPool:						
Operating Funds	4,297,531.42	1,767.90	6,202,235.00	6,444,643.41	4,056,890.91	(240,640.51)
Designated County Funds	476,161.76	221.06	1,000.00	12,150.00	465,232.82	(10,928.94)
State Funds	549,555.74	246.38	314,650.00	359,200.00	505,252.12	(44,303.62)
Agency Funds	1,158,438.58	520.97	18,650.00	280,950.00	896,659.55	(261,779.03)
TOTAL	6,481,687.50	2,756.31	6,536,535.00	7,096,943.41	5,924,035.40	(557,652.10)

Quarter to Date Interest Earned:

Bank Accounts	\$	5,368.08
TexPool Investments		2,756.31
Total Interest Earned	\$	8,124.39

TexPool Interest Rate at 12/31/2010: 0.1953%

TexPool Net Asset Value at 12/31/2010: \$ 1.00002

Submitted January 24, 2011, in compliance with *Texas Government Code* Section 2256.023 and the Navarro County Investment Policy.


Kathy B. Holloman, County Auditor


Frank L. Hull, III - County Treasurer

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SYSTEM ORDER DOCUMENT

This System Order Document ("Order Document") effective as of the 6 day of January 2011 is made by and between Verizon (as identified below) and Customer and is governed by and incorporated into the Systems Agreement dated August 31, 2007. Verizon will not be bound by terms and conditions that are not set forth in the Agreement, including terms and conditions on a Customer purchase order or similar document.

A. Verizon Entity Name ("Verizon"): Verizon Business Financial Management Corporation on behalf of Verizon Select Services Inc. Address: 2400 N. Glenville City: Richardson State: Texas Zip Code: 75082 Contact Name and Phone Number: Cathy Larson 0- 972-615-5051 Quote Number (if applicable) <u>1-6ED4CJ</u>	B. Customer Name ("Customer") Navarro County Address: 300 West Third Ave - Suite 102 City: Corsicana State: Texas Zip Code: 75110 Customer Billing Address (if different): Same City: State: Zip Code: Contact Name and Phone Number: Terri Gillen - 903-875-3306
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C. Select all applicable options: <input type="checkbox"/> New System/Service Sale <input type="checkbox"/> Adds/Upgrade to Existing System <input type="checkbox"/> Installation Services Verizon Maintenance Services <input type="checkbox"/> Data Maintenance Next Business Day Remote <input type="checkbox"/> Data Maintenance 4-Hour Remote <input type="checkbox"/> Data Maintenance 4-Hour On-Site <input type="checkbox"/> Data Maintenance 8-Hour On-Site <input type="checkbox"/> Video Central Support Next Business Day On-Site <input type="checkbox"/> Video Central Support Next Business Day Remote <input type="checkbox"/> Connectivity Assurance <input type="checkbox"/> IP Phones Next Business Day <input type="checkbox"/> IP Telephony Application Server Platform 4-Hour Remote <input type="checkbox"/> IP Telephony Application Server Platform 4-Hour On-Site <input type="checkbox"/> IP Telephony Application Server Platform 8-Hour On-Site <input type="checkbox"/> IP Telephony Software Support <input type="checkbox"/> IP Telephony Software Support with Upgrades <input type="checkbox"/> Integrated Maintenance Software Support <input type="checkbox"/> Integrated Maintenance Software Support with Upgrades <input type="checkbox"/> Integrated Maintenance 8x5x4 Advance Replacement <input type="checkbox"/> Integrated Maintenance 8x5x4 On-Site Support <input type="checkbox"/> Integrated Maintenance 8x5 Next Business Day Advance Replacement <input type="checkbox"/> Integrated Maintenance 8x5 Next Business Day On-Site Support	Verizon Maintenance Services Cont'd. <input type="checkbox"/> Integrated Maintenance 24x7x2 Advance Replacement <input type="checkbox"/> Integrated Maintenance 24x7x4 Advance Replacement <input type="checkbox"/> Integrated Maintenance 24x7x2 On-Site Support <input type="checkbox"/> Integrated Maintenance 24x7x4 On-Site Support <input type="checkbox"/> 8x5 Switch & Phones <input type="checkbox"/> 8x5 Switch & Proprietary Phones <input type="checkbox"/> 8x5 Switch Only <input type="checkbox"/> 8x5 Ancillary/Auxiliary Equipment <input type="checkbox"/> 8x5 Nortel Norstar <input type="checkbox"/> 8x5 NEC Electra Elite <input type="checkbox"/> 8x5 Business Communication Manager <input type="checkbox"/> 8x5 Centrex CPE <input type="checkbox"/> 24x7 Switch & Proprietary Phones <input type="checkbox"/> 24x7 Switch Only <input type="checkbox"/> 24x7 Ancillary/Auxiliary Equipment <input type="checkbox"/> 24x7 Nortel Norstar <input type="checkbox"/> 24x7 NEC Electra Elite <input type="checkbox"/> 24x7 Business Communication Manager <input checked="" type="checkbox"/> 24x7 Voice Service Plus <input type="checkbox"/> 24x7 Centrex CPE <input type="checkbox"/> Software Release Subscription (SRS) <input type="checkbox"/> On-Site Technician <input type="checkbox"/> Supplemental Warranty Coverage (extends the standard warranty to 24 hour coverage for major failures during the warranty period) <input type="checkbox"/> Other
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G. Attachments

- Quote
- Service Plan Description(s)
- Statement of Work

IN WITNESS WHEREOF, Customer has caused this Order Document to be duly executed, and Customer warrants and represents that its respective representative whose signature appears below has been and is on the date of signature duly authorized to execute this Order Document.

Customer Name: Navarro County

By: Kit Herrington
 Print Name: Kit Herrington
 Title: Co. Comm. Pet #1
 Date: 11-24-11



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BUDGETARY

Verizon Select Services Inc.



Site Level Title/Description:

Voice Maintenance Coverage Dates: November 29th, 2010 - November 28th, 2011

Maintenance Payment Option: Annual

Site ID: 1-6EGYYT

Site Name: 17480003

Verizon Legal Entity:
Verizon Select Services Inc

Verizon Contract Country:
USA

Site Address:
NAVARRO COUNTY
300 W 3RD AVE

Bill To:
NAVARRO COUNTY
300 W 3RD AVE

Ship To:
NAVARRO COUNTY
300 W 3RD AVE

CORSICANA, TX, 75110
USA

CORSICANA, TX, 75110
USA

CORSICANA, TX, 75110
USA

Part Number	Material Code	Description	Qty	Unit Sale Price	Extended Sales Price
NTRB21AC	925343	T1 MULTI PURPOSE DIG I/F TMDI	2		
SWITCH-ALL-TERMINALS-OH-0-299		VERIZON VOICE MAINTENANCE SWITCH AND ALL TERMINALS 8X5 COVERAGE 0-299 PORTS	2		1,437.36
Maintenance Term (Months): 12					
NT8D02HAE5	73175197	CARD 16-PORT EXTENDED DIGITAL LINE, XDLC	1		
SWITCH-ALL-TERMINALS-OH-0-299		VERIZON VOICE MAINTENANCE SWITCH AND ALL TERMINALS 8X5 COVERAGE 0-299 PORTS	1		479.04
Maintenance Term (Months): 12					
QPC414C	789179	ENHANCED NETWORK CARD ASSY	1		
SWITCH-ALL-TERMINALS-OH-0-299		VERIZON VOICE MAINTENANCE SWITCH AND ALL TERMINALS 8X5 COVERAGE 0-299 PORTS	1		Included
Maintenance Term (Months): 12					
QPC43R	786196	PERIPHERAL SIGNALLING CARD	2		
SWITCH-ALL-TERMINALS-OH-0-299		VERIZON VOICE MAINTENANCE SWITCH AND ALL TERMINALS 8X5 COVERAGE 0-299 PORTS	2		Included
Maintenance Term (Months): 12					
QPC441F	513605	3 PORT EXTENDER PACK / 3PE	2		
SWITCH-ALL-TERMINALS-OH-0-299		VERIZON VOICE MAINTENANCE SWITCH AND ALL TERMINALS 8X5 COVERAGE 0-299 PORTS	2		Included
Maintenance Term (Months): 12					
NT8D01BC	381237	XTENDED PERIPHERAL CONT 4 LOOP	1		
SWITCH-ALL-TERMINALS-OH-0-299		VERIZON VOICE MAINTENANCE SWITCH AND ALL TERMINALS 8X5 COVERAGE 0-299 PORTS	1		Included
Maintenance Term (Months): 12					

Quote # 1-6ED4CJ

ALL PRICING IS VALID UNTIL: 02/18/2011
PRICES DO NOT INCLUDE TAXES
VERIZON PROPRIETARY INFORMATION

Page 2 of 6

THE EQUIPMENT LISTED ON THIS QUOTE IS SOLELY FOR DOMESTIC USE IN THE UNITED STATES

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BUDGETARY

Verizon Select Services Inc.



Site Level Title/Description:

Maintenance Payment Option: Annual

Voice Maintenance Coverage Dates: November 29th, 2010 - November 28th, 2011

Site ID: 1-6EGYYT

Site Name: 17480003

Verizon Legal Entity:
Verizon Select Services Inc

Verizon Contract Country:
USA

<u>Part Number</u>	<u>Material Code</u>	<u>Description</u>	<u>Qty</u>	<u>Unit Sale Price</u>	<u>Extended Sales Price</u>
NT8D01BC	381237	XTENDED PERIPHERAL CONT 4 LOOP	1		
SWITCH-ALL-TERMINALS-OH-0-299		VERIZON VOICE MAINTENANCE SWITCH AND ALL TERMINALS 8X5 COVERAGE 0-299 PORTS	1		Included
Maintenance Term (Months): 12					
NT8D3703	343248	INTELLIGENT PE CARDCAGE (AC/DC)	1		
SWITCH-ALL-TERMINALS-OH-0-299		VERIZON VOICE MAINTENANCE SWITCH AND ALL TERMINALS 8X5 COVERAGE 0-299 PORTS	1		Included
Maintenance Term (Months): 12					
NT8D37EC	366766	MODULE DC IPE-DC	1		
SWITCH-ALL-TERMINALS-OH-0-299		VERIZON VOICE MAINTENANCE SWITCH AND ALL TERMINALS 8X5 COVERAGE 0-299 PORTS	1		Included
Maintenance Term (Months): 12					

Site 1-6EGYYT Sub Totals

Equipment:	0.00
Labor:	0.00
Maintenance:	1,916.40
Other:	0.00
Trade In:	0.00
Site Total:	1,916.40
Shipping & Handling Total:	0.00
Site Total with Shipping & Handling:	1,916.40

Quote # 1-6ED4CJ

ALL PRICING IS VALID UNTIL: 02/18/2011
PRICES DO NOT INCLUDE TAXES
VERIZON PROPRIETARY INFORMATION

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BUDGETARY

Verizon Select Services Inc.



Site Level Title/Description:

Maintenance Payment Option: Annual

Voice Maintenance Coverage Dates: November 29th, 2010 - November 28th, 2011

Site ID: 1-6EGYYL

Site Name: 17480002

Verizon Legal Entity:

Verizon Contract Country:

Verizon Select Services Inc

USA

Site Address:

Bill To:

Ship To:

NAVARRO COUNTY
312 W 2ND AVE

NAVARRO COUNTY
300 W 3RD AVE

NAVARRO COUNTY
312 W 2ND AVE

CORSICANA, TX, 75110
USA

CORSICANA, TX, 75110
USA

CORSICANA, TX, 75110
USA

Part Number	Material Code	Description	Qty	Unit Sale Price	Extended Sales Price
NTDK70BB	73045340	POWER SUPPLY	2		
SWITCH-ALL-TERMINALS-OH-0-299		VERIZON VOICE MAINTENANCE SWITCH AND ALL TERMINALS 8X5 COVERAGE 0-299 PORTS	2		Included
Maintenance Term (Months): 12					
NT8D02HAE5	73175197	CARD 16-PORT EXTENDED DIGITAL LINE, XDLC	11		
SWITCH-ALL-TERMINALS-OH-0-299		VERIZON VOICE MAINTENANCE SWITCH AND ALL TERMINALS 8X5 COVERAGE 0-299 PORTS	11		5,269.44
Maintenance Term (Months): 12					
NT8D09CAE5	73169952	EXTENDED ANALOGUE MESSAGE WAITING LINE CARD	3		
SWITCH-ALL-TERMINALS-OH-0-299		VERIZON VOICE MAINTENANCE SWITCH AND ALL TERMINALS 8X5 COVERAGE 0-299 PORTS	3		1,437.12
Maintenance Term (Months): 12					
NTRH30AA	745922	CALLPILOT BASE 2011 SYSTEM	1		
ANCILLARY-FULL-COVERAGE-OH		VERIZON VOICE MAINTENANCE - 8X5	1		0.00
Maintenance Term (Months): 12					

Quote # 1-6ED4CJ

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VERIZON PROPRIETARY INFORMATION

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BUDGETARY

Verizon Select Services Inc.



Site Level Title/Description:

Maintenance Payment Option: Annual

Voice Maintenance Coverage Dates: November 29th, 2010 - November 28th, 2011

Site ID: 1-6EGYYL

Site Name: 17480002

Verizon Legal Entity:

Verizon Contract Country:

Verizon Select Services Inc

USA

Site 1-6EGYYL Sub Totals

Equipment:	0.00
Labor:	0.00
Maintenance:	6,706.56
Other:	0.00
Trade In:	0.00
Site Total:	6,706.56
Shipping & Handling Total:	0.00
Site Total with Shipping & Handling:	6,706.56

Site Level Title/Description:

Maintenance Payment Option: Annual

Voice Maintenance Coverage Dates: November 29th, 2010 - November 28th, 2011

Site ID: 1-6ED4CN

Site Name: 17480001

Verizon Legal Entity:

Verizon Contract Country:

Verizon Select Services Inc

USA

Site Address:

Bill To:

Ship To:

NAVARRO COUNTY
300 W 3RD AVE

NAVARRO COUNTY
300 W 3RD AVE

NAVARRO COUNTY
300 W 3RD AVE

CORSICANA, TX, 75110
USA

CORSICANA, TX, 75110
USA

CORSICANA, TX, 75110
USA

Part Number	Material Code	Description	Qty	Unit Sale Price	Extended Sales Price
NTAK11BDE5	73158349	CABINET AC/DC OPTION 11C MAIN AND EXPANSION	2		
SWITCH-ALL-TERMINALS-OH-0-299		VERIZON VOICE MAINTENANCE SWITCH AND ALL TERMINALS 8X5 COVERAGE 0-299 PORTS	2		Included
Maintenance Term (Months): 12					
NT8D02HAE5	73175197	CARD 16-PORT EXTENDED DIGITAL LINE, XDLC	11		
SWITCH-ALL-TERMINALS-OH-0-299		VERIZON VOICE MAINTENANCE SWITCH AND ALL TERMINALS 8X5 COVERAGE 0-299 PORTS	11		5,269.44
Maintenance Term (Months): 12					

Quote # 1-6ED4CJ

ALL PRICING IS VALID UNTIL: 02/18/2011
PRICES DO NOT INCLUDE TAXES
VERIZON PROPRIETARY INFORMATION

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BUDGETARY

Verizon Select Services Inc.



Site Level Title/Description:

Maintenance Payment Option: Annual

Voice Maintenance Coverage Dates: November 29th, 2010 - November 28th, 2011

Site ID: 1-6ED4CN

Site Name: 17480001

Verizon Legal Entity:

Verizon Contract Country:

Verizon Select Services Inc

USA

Part Number	Material Code	Description	Qty	Unit Sale Price	Extended Sales Price
NT8D09CAE5	73169952	EXTENDED ANALOGUE MESSAGE WAITING LINE CARD	3		
SWITCH-ALL-TERMINALS-OH-0-299		VERIZON VOICE MAINTENANCE SWITCH AND ALL TERMINALS 8X5 COVERAGE 0-299 PORTS	3		1,437.12
Maintenance Term (Months): 12					
NTRB21AC	925343	T1 MULTI PURPOSE DIG I/F TMDI	2		
SWITCH-ALL-TERMINALS-OH-0-299		VERIZON VOICE MAINTENANCE SWITCH AND ALL TERMINALS 8X5 COVERAGE 0-299 PORTS	2		1,437.36
Maintenance Term (Months): 12					

Site 1-6ED4CN Sub Totals

Equipment:	0.00
Labor:	0.00
Maintenance:	8,143.92
Other:	0.00
Trade In:	0.00
Site Total:	8,143.92
Shipping & Handling Total:	0.00
Site Total with Shipping & Handling:	8,143.92

Total Extended Sales Price

Equipment:	0.00
Labor:	0.00
Maintenance:	17,622.24
Other:	0.00
Trade In:	0.00
Grand Total:	17,622.24
Shipping & Handling Total:	0.00
Grand Total with Shipping & Handling:	17,622.24

*Other - The Other totals include miscellaneous charges including Minor Materials, Expedites, and special fees.

Quote # 1-6ED4CJ

ALL PRICING IS VALID UNTIL: 02/18/2011
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VERIZON PROPRIETARY INFORMATION

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RESOLUTION AMENDING AUTHORIZED REPRESENTATIVES

WHEREAS, Navarro County

(Participant Name & Location Number)

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

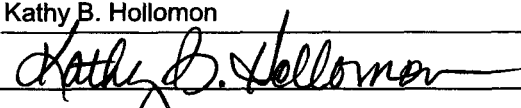
WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool/ Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by all remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representatives of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. Name	<u>Kathy B. Hollomon</u>	Title	<u>County Auditor</u>
Signature	<u></u>	Phone Number	<u>903-654-3095</u>

ORIGINALS REQUIRED

TEX - REP

2. Name Frank J. Hull, III Title County Treasurer
 Signature [Handwritten Signature] Phone Number 903-654-3091

3. Name Terri Gillen Title First Assistant County Auditor
 Signature [Handwritten Signature] Phone Number 903-654-3095

4. Name _____ Title _____
 Signature _____ Phone Number _____

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Name Kathy B. Hollomon
 Email khollomon@navarrocounty.org Fax Number 903-654-3097

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. This limited representative cannot perform transactions. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

5. Name _____ Title _____

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the 24th day of January, 20 11.

NAME OF PARTICIPANT: Navarro County

BY: [Handwritten Signature]
 Signature

Kit Herrington
 Printed Name

County Commissioner, Pct. 1
 Title



TEST: [Handwritten Signature]
 Signature

Sherry Dowd
 Printed Name

County Clerk
 Title

This document supersedes all prior Authorized Representative designations.

ORIGINALS REQUIRED

TEX - REP