

NAVARRO COUNTY COMMISSIONER'S COURT

A SPECIAL MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON TUESDAY THE, 31ST DAY OF MAY, 2011 AT 10:00 A.M., IN THE COUNTY COURTROOM IN THE NAVARRO COUNTY COURTHOUSE, CORSICANA, TEXAS. PRESIDING JUDGE HM DAVENPORT, COMMISSIONERS PRESENT KIT HERRINGTON, DICK MARTIN, DAVID WARREN, AND JAMES OLSEN

1. 10:01 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 5-9 BY OLSEN SEC BY MARTIN
ALL VOTED AYE MOTION CARRIED

5. MOTION TO APPROVE BUDGET TRANSFER OF \$10,000 FROM CAPITAL PROJECTS FUND (ACCT.#701-611-418) TO ROAD AND BRIDGE PCT 1 (ACCT.#211-611-418 TO PAY PROPERTY TAXES ON PCT. 1 BARN
6. MOTION TO APPROVE INCREASING JP TECHNOLOGY FUND EXPENDITURES LINE ITEM (101-4060422) BY \$30,000 TO PAY FOR INTECH INSTALLATION, CONFIGURATION AND TRAINING
7. MOTION TO APPROVE TRANSFER OF \$30,000 FROM JUSTICE COURT TECHNOLOGY FUND TO THE GENERAL FUND (ACCT.#101-380-422)
8. MOTION TO APPROVE TRANSFER OF \$15,000 IN ROAD AND BRIDGE PCT.1 FROM BRIDGE MATERIAL (ACCT.#211-611-377) TO REPAIRS AND MAINTENANCE (ACCT.#211-611-445)
9. MOTION TO APPROVE BUDGET ADJUSTMENT OF \$84,000 FROM VARIOUS INDIGENT HEALTH CARE EXPENSE ACCOUNTS (SEE ATTACHED) TO INTERGOVERNMENTAL TRANSFER UPL (101-630-484)

TO WIT PG 255A

REGULAR AGENDA

10. MOTION TO APPROVE INTERGOVERNMENTAL TRANSFER OF CERTAIN NAVARRO TAX (\$84,000) FUNDS TO SERVE AS THE NON-FEDERAL SHARE OF MEDICAID SUPPLEMENTAL PAYMENTS TO NAVARRO COUNTY REGIONAL HOSPITAL FOR 2ND QUARTER 2011 UNDER THE UPL PROGRAM BY MARTIN SEC BY WARREN
ALL VOTED AYE MOTION CARRIED

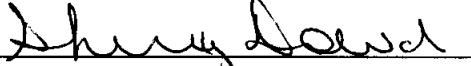
11. MOTION TO APPROVE HIDTA CONTRACT RENEWAL WITH WEST (PUBLISHING CORPORATION) BY HERRINGTON SEC BY MARTIN
ALL VOTED AYE MOTION CARRIED **TO WIT PG 256-262**

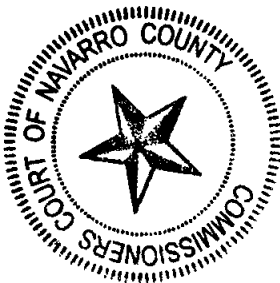
12. MOTION TO APPROVE PARSONS ROOFING PROPOSAL (\$91,500) EECBG ROOFING PROJECT TO BE PURCHASED THROUGH THE BUYBOARD BY HERRINGTON SEC BY WARREN **TO WIT PG 263**
ALL VOTED AYE MOTION CARRIED

13. 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 MAY 31ST 2011.

SIGNED 31ST DAY OF MAY 2011.


SHERRY DOWD, COUNTY CLERK



Budget Adjustment for UPL Intergovernmental Transfer:

Acct. #	Description	Increase	Decrease
101-630-484	Intergovernmental Transfer to UPL	84,000.00	
101-630-471	Physician - Non-Emergency		30,000.00
101-630-472	Prescription Drugs		14,000.00
101-630-473	Hospital - Inpatient		20,000.00
101-630-474	Hospital - Outpatient		20,000.00

To transfer budget from direct client services accounts to Intergovernmental Transfer UPL account to cover 2011 Q-2 UPL transfer.

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#11

WEST ORDER FORM - CLEAR® SERVICES

610 Opperman Drive, P.O. Box 64833
St. Paul, MN 55164-1803
Tel: 651/687-8000

WEST®

A Thomson Reuters business

Check West account status below as applicable: Rep Name & Number Randy Lysdale 0058144

New (NACI Form attached)
 Existing with no changes Existing with changes (Permanent name change must attach a Customer Name Change Form)

Does Subscriber have an existing West account?
 Yes If yes, please provide West account number _____
 No

Acct # 1003940122 PO # _____ Date 4-20-2011

Name/Subscriber Navarro County- North Texas HIDTA Bill To Acct # _____

Order Confirmation Contact Name Lt. Don Harris

E-Mail donharris@nthidta.org

CLEAR Contact Name (for delivery of Registration Keys. Individual users will also receive their Registration Keys if their e-mail addresses are provided) Lt. Don Harris

E-Mail donharris@nthidta.org Telephone (972) 915-9552

CLEAR Primary Account Contact Name (general business contact) Lt. Don Harris

E-Mail donharris@nthidta.org Telephone (972) 915-9552

Permanent Address Change One-Time Ship To Additional Ship To Additional Bill To

Name _____ Attn: _____
 Address _____ Suite/Floor _____
 City _____ State _____ County _____ Zip _____

*** R E Q U I R E D ***

I F N E E D E D

CLEAR Products

Full Svc #	CLEAR Products	# of Users at Subscriber's Location	Monthly Banded	Other	Total Monthly CLEAR Charges

Notes:

Total Monthly CLEAR Charges \$ _____

CLEAR Charges are billed on the date West processes Subscriber's order and continue for a minimum of 12 complete calendar months ("Minimum Term"). If Subscriber elects a longer Minimum Term the Monthly CLEAR Charges will be billed as set forth herein. Upon conclusion of the CLEAR Minimum Term, Monthly CLEAR Charges are billed thereafter at up to then-current rates. Excluded Charges and Monthly CLEAR Charges (after the Minimum Term) may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred.

____ Subscriber's Initials for 24 Month CLEAR Minimum Term Subscriber agrees to commit to a Minimum Term of 24 months and the Monthly CLEAR Charges for the second 12 months not to increase by more than _____% over the Monthly CLEAR Charges for the initial 12 months

____ Subscriber's Initials for 36 Month CLEAR Minimum Term Subscriber agrees to commit to a Minimum Term of 36 months and the Monthly CLEAR Charges for the second 12 months not to increase by more than _____% over the Monthly CLEAR Charges for the initial 12 months and Monthly CLEAR Charges for the third 12 months not to increase by more than _____% over the Monthly CLEAR Charges for the second 12 months

In the event Subscriber is a corporation accessing CLEAR Services on its own behalf and on behalf of any government agency or entity, Subscriber must execute and submit to West separate agreements for each use case and be credentialed separately for each use case

RECEIVED

MAY 19 2011

NAVARRO COUNTY
AUDITOR'S OFFICE

CLEAR Batch Transactional

Table with 4 columns: Full Svc #, CLEAR Batch Products, # of Users, Other

Notes:

Access to CLEAR Batch shall begin on the date West processes Subscriber's Order and shall continue for a minimum of 12 complete calendar months thereafter ("Minimum Term")

Subscriber's Initials for longer Minimum Term. Please check: 24 or 36 month Minimum Term.

Office Use Only
OF instruct: Enter a discount of 100% - in the Condition Group 1 field on Additional Data A tab.

CLEAR Batch Window

Table with 7 columns: Full Svc #, CLEAR Batch Products, List, Other, Monthly Guarantee, # of Users, Monthly Window

Access to CLEAR Batch shall begin on the date West processes Subscriber's Order and shall continue for a minimum of 12 complete calendar months thereafter ("Minimum Term")

Subscriber's Initials for longer Minimum Term. Please check: 24 or 36 month Minimum Term.

Usage Logging

All subscribers will be restricted to "standard logging", provided, however, authorized law enforcement agencies with arrest powers may request that user input values entered in a search or report be "blind logged"

Subscriber initials if Subscriber is an authorized law enforcement agency with arrest powers and requests Blind Logging

Required for, and applicable to, only accounts with arrest powers.

Subscriber Certification Section
Required for all accounts that interact with, manage or house inmates or detainees.

Subscriber Certifications must be completed for every order, including renewals.

Subscriber by his/her initials below certifies and acknowledges understanding and acceptance of the security limits of CLEAR and Subscriber's responsibility for controlling product, Internet and network access:

- Subscriber's Initials. Functionality of CLEAR cannot and does not limit access to non-West Internet sites
Subscriber's Initials. Subscriber certifies that it shall be responsible for controlling network access to the Internet or internal Subscriber sites
Subscriber's Initials. Subscriber shall not use any Data, and shall not distribute any Data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the Subscriber Agreement
Subscriber's Initials. CLEAR will be accessed by Subscriber employees only for administrative or internal business purposes

IP Address Section Only External IP Address(es) or Range(s) Must Be Provided		
<p>Valid External IP Addresses or IP Ranges belonging to your organization and meeting the following requirements <u>must</u> be provided for all CLEAR orders:</p> <ul style="list-style-type: none"> • IP Addresses assigned to jurisdictions outside the United States or West approved U.S. Territories are prohibited. • IP Addresses will not be accepted from the following ranges which are reserved by the Internet Assigned Numbers Authority for special use or private networks: 10.0.0.0 - 10.255.255.255, 127.0.0.0- 127.255.255.255, 172.16.0.0 - 172.31.255.255, 192.168.0.0 - 192.168.255.255, 169.254.0.0 - 169.254.255.255. • All IP addresses must be IPv4 addresses. <p><i>Permissible IP Address(es) will be those provided below as well as any previously provided IP Address(es) for this Subscriber</i></p> <p>Subscriber's Internet Service Provider Name _____</p> <p>Provide IP Address(es) or IP Address Range(s) below Additional page(s) may be attached if needed</p> <p>Beginning IP Address _____ Ending IP Address _____</p> <p>Beginning IP Address _____ Ending IP Address _____</p> <p>All CLEAR Subscribers will receive roaming access to CLEAR. Roaming permits users outside Subscriber's designated IP Address/Range. _____ Subscriber initials if Subscriber requests that roaming access be blocked. In such event Subscriber's users may only access CLEAR through the IP Addresses provided to West by Subscriber.</p> <p>If you do not know your company's external IP address(s), try the following:</p> <ol style="list-style-type: none"> 1 Contact your network administration, firewall or security team 2 Contact your Internet Service Provider, ISP (i.e. Cable, DSL, Satellite, etc) 3 Go to the following URL in your browser http://tools.whois.net/yourip or http://www.whatismyip.com to identify your external IP address (NOTE: If you have multiple IP addresses, this tool will only detect one IP address) <p>Technical Contact for CLEAR Products (if applicable) (Contact for IP Address Issues)</p> <p>Name (please print) _____</p> <p>Telephone _____</p> <p>E-Mail _____</p>		RE QUI RED
		IF AP PLIC ABLE

CLEAR Users, My Account Administrator and Authorized QuickView+ User									
Last Name	First Name	E-mail Address	Phone Number	IN	AD	AN	SV	TC	

If there are additional CLEAR users additional page(s) must be submitted with the order

User Type Key	IN = Investigator AD = Administrator AN = Analyst	SV = Supervisor TC = Technical
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CLEAR Users, My Account Administrator and Authorized QuickView+ User (cont'd)									
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Subscriber shall authorize which user shall be named as the My Account Administrator. Access to My Account will allow CLEAR user management, general account information and granting access to other My Account users

Authorized My Account Administrator for CLEAR

Last Name _____ First Name _____ E-Mail _____ (Required)

Subscriber shall authorize which CLEAR user(s) shall have access to QuickView+. Actual charges billed by West may vary from charges reported on QuickView+. Subscriber shall pay charges as billed. West does not warrant and has no liability with respect to accuracy of charges or other information on QuickView+.

Authorized CLEAR Password Holder for CLEAR QuickView+

Last Name _____ First Name _____ E-Mail _____

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CLEAR Renewals

Subscriber Certification Section must also be completed for all Subscribers that interact with, manage, or house inmates or detainees.
 *Current Monthly CLEAR Charges is/are rate(s) in effect as of the date of this Order Form and may not be the rate(s) in effect when rate(s) for the Renewal Term is/are calculated, depending on the length of the current Minimum Term or current Renewal Term

Sub Mail #	CLEAR Products	Current Monthly CLEAR Charges*
41010940	CLEAR Investigator	\$860
Notes		

18 **Subscriber's Initials for 12 Month Renewal Term**** Subscriber agrees to commit to an additional 12 months and the Monthly CLEAR Charges for the such additional 12 months shall be 7 % more than the current Monthly CLEAR Charges in effect at the end of the current Minimum Term and/or current Renewal Terms

Subscriber's Initials for 24 Month Renewal Term** Subscriber agrees to commit to an additional 24 months The Monthly CLEAR Charges for the first additional 12 months shall be _____ % more than the Monthly CLEAR Charges in effect at the end of the current Minimum Term and/or current Renewal Terms and the Monthly CLEAR Charges for the second additional 12 months shall be _____ % more than the Monthly CLEAR Charges for the first additional 12 months

Subscriber's Initials for 36 Month Renewal Term** Subscriber agrees to commit to an additional 36 months The Monthly CLEAR Charges for the first additional 12 months shall be _____ % more than the Monthly CLEAR Charges in effect at the end of the current Minimum Term and/or current Renewal Terms and the Monthly CLEAR Charges for the second additional 12 months shall be _____ % more than the Monthly CLEAR Charges for the first additional 12 months. The Monthly CLEAR Charges for the third additional 12 months shall be _____ % more than the Monthly CLEAR Charges for the second additional 12 months

**** Effective at the end of the current Minimum Term ("Renewal Term")** Upon conclusion of the Renewal Term, Monthly CLEAR Charges are billed thereafter at up to then-current rates Excluded Charges and Monthly CLEAR Charges (after the Renewal Term) may be modified as set forth in the Subscriber Agreement Subscriber is responsible for all Excluded Charges as incurred During the Renewal Term and thereafter, Subscriber's access to and use of CLEAR shall be governed by the Subscriber Agreement

Passwords. Any passwords issued herein may only be used by the person to whom the password is issued and sharing of passwords is STRICTLY PROHIBITED

General Provisions. This Order Form is subject to approval by West Publishing Corporation, ("West") in St Paul, Minnesota shall become effective upon verification by West of Subscriber's credentials and is governed by Minnesota law The state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising from or related to this agreement Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber Subscriber may be charged interest for overdue installments and subscriptions and for other open account charges If any, CLEAR Charges or open account charges remain unpaid 30 days after becoming due, all amounts that are or would become due and payable for the remaining term of Subscriber's Subscriber Agreement shall become immediately due and payable at the sole option of West Interest charged may be adjusted to the then-highest current rate allowable on Minnesota contracts. This Order Form is non-transferable All collection fees, including but not limited to attorneys fees, are payable by Subscriber West may request a current financial statement and/or obtain consumer credit report on the undersigned individual to determine creditworthiness West will only request consumer credit information on the undersigned if the undersigned is applying for credit as an individual or if the undersigned's consumer credit information is necessary for West to consider granting credit to the aforementioned company If Subscriber inquires whether a credit report was requested, West will provide information of such, if a report was received and the name, address and telephone number of the agency that supplied the report

Returns. CLEAR Charges are non-refundable

Full Svc #	CLEAR Products to be Lapsed

Not Applicable

The CLEAR Services Subscriber Agreement and the applicable Schedule A price plan ("Subscriber Agreement") are hereby incorporated by reference and made part of this Order Form. In the event there is a conflict between the terms and conditions of the Subscriber Agreement and the terms and conditions of this Order Form, the terms and conditions of this Order Form shall control. Subscriber by his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of the Subscriber Agreement.

Signature X *[Signature]* Date 5/18/11

AUTHORIZED REPRESENTATIVE FOR ORDER FORM

Printed Name H.M. Dayenport
 Title Navarro County Judge
 Date 5/31/11
 Signature X *[Signature]*

For Credit Card Transactions only: Visa _____ Master Card _____ Am Ex _____
 Card # _____ Expir. Date _____ Total Amt. to Charge _____

Non-Availability of Funds Clause

If North Texas HIDTA fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to provide for the continuation of this Agreement and the Order Form, or if a lawful order issued in or for any fiscal year during the Term of this Agreement and the Order Form reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out herein, this Agreement and the Order Form shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to the Subscriber. The Subscriber shall certify and warrant in writing that sufficient funds have not been appropriated or authorized to continue this Amendment, and provide West notice not less than thirty (30) days prior to the date of cancellation. Non-Availability of Funds or failure to receive authorization for the expenditure of sufficient funds as used herein means a level of funding that results in less funding than that which was allocated to Subscriber in the immediately preceding fiscal year.

CLEAR® Services Subscriber Agreement

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WEST®

AGREEMENT entered into between ("Subscriber") as set forth on the CLEAR Services order form ("Order Form") and WEST PUBLISHING CORPORATION ("West") regarding CLEAR and associated ancillary services ("Services"), as follows:

1. Services. Subscriber may subscribe to Services using West's proprietary databases and information obtained from West's suppliers by submitting a then-current Order Form. Services are licensed to Subscriber subject to the terms and conditions of this Agreement, the Order Form, the applicable CLEAR Schedule A, or as otherwise agreed to by the parties in writing.

2. License.

a. Grant. Subscriber is granted a non-exclusive, non-transferable, limited license to access Services. Services consist of various West-owned and supplier databases, services, functions and remotely-accessed gateways, which may change from time to time. Access to certain Services may be restricted. Subscriber is licensed to use data made available through Services ("Data") solely for the permissible purposes identified herein or otherwise authorized by West in writing, which takes precedence over the license granted in this paragraph

b. Use Limitations/End User. Subscriber may not copy, download, scrape, store, publish, transmit, retransmit, transfer, distribute, disseminate, broadcast, circulate, sell, resell, or otherwise use the information in any form or by any means, except (i) as expressly permitted by this Agreement, or (ii) with West's prior written permission. Downloaded information shall not be stored or used in an archival database or other searchable database except as expressly permitted by this Agreement. Subscriber shall not sell, license or distribute information (including printouts or downloaded information) to any other parties or use information as a component of or as a basis for any material offered for sale, license or distribution. Subscriber shall keep confidential any information that Subscriber receives from Services, except to Subscriber employees in the United States of America whose duties reasonably relate to the legitimate business purposes for which the information is requested. Subscriber warrants that it is the end user of the information, and agrees to limit use and dissemination of information from Services solely to the permissible uses stated by Subscriber in the application and online. Subscriber acknowledges that West is providing Data to support Subscriber's own processes and decisions, and Subscriber should not deny any service or access based solely on Data or results provided by West. Subscriber is responsible for any denial of services or access and Subscriber will not deny such service or access without first conducting an appropriate review and adjudication process. West may at its option exclude certain databases and information from the Services set forth herein, as the result of a modification in West policy, a modification of supplier agreements, a modification in industry standards, a security event or a change in law or regulation.

c. Rights in Data. Except for the license granted in this Agreement, all rights, title and interest in the databases and information, in all languages, formats and media throughout the world, including all copyrights, are and will continue to be the exclusive property of West and its suppliers. Subscriber shall use such information consistent with such rights, title and interest and notify West of any threatened or actual infringement thereof.

d. Suppliers' Additional Terms. Certain supplier services are governed by terms and conditions which are different from those set forth in this Agreement ("Suppliers' Additional Terms"). Subscriber will be given an opportunity to review Suppliers' Additional Terms by receiving notice of such Suppliers' Additional Terms online

3. Usage Restrictions and Information Protection.

a. Use of CLEAR Data. Subscriber shall not use any Data and shall not distribute any Data to any other party for use in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation. West is not a consumer reporting agency, and Subscriber certifies that it will not use any Data as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes, for employment purposes or for any other purpose authorized under section 1681b of the Fair Credit Reporting Act (15 U.S.C.A. § 1681b). Subscriber acknowledges that access to certain Data available through the Services, including but not limited to credit header data, motor vehicle data, driver license data, and voter registration data is regulated by state or federal laws, such as the Gramm Leach Bliley Act ("GLBA") and, the Driver's Privacy Protection Act ("DPPA"). Subscriber agrees not to access such Data for any purpose that is not allowed by the GLBA, by the DPPA, by any other applicable state or federal laws or regulations, or that is contrary to any other restrictions. If Subscriber is permitted to purchase motor vehicle records ("MVR Data") from West, without in any way limiting Subscriber's obligations to comply with all state and federal laws governing use of MVR Data, the following specific restrictions apply and are subject to change:

- Subscriber shall not use any MVR Data provided by West, or portions of information contained therein, to create or update a file to the end that Subscriber develops its own source of driving history information.
- As requested by West, Subscriber shall complete any state forms that West is legally or contractually obligated to obtain from Subscriber before serving Subscriber with state MVR Data.
- West (and its suppliers) may conduct reasonable and periodic audits of Subscriber's use of MVR Data. Subscriber shall maintain for a period of three (3) years a complete and accurate record, including identity and purpose, of every access to

any Personal Information in MVR Data in its system. Further, in response to any audit, Subscriber must be able to substantiate the reason for each MVR Data order.

West retains the right to temporarily or permanently block access to certain Data if West, in its sole discretion, believes that the Data may be used for an improper purpose or otherwise in violation of the terms of this Agreement, that a change in law or policy requires such access restriction or that the terms of West's supplier agreements require West to block such access. By accessing Data, Subscriber acknowledges that from time to time, West and its suppliers and/or various government entities may require Subscriber to identify a permissible use and may inquire as to Subscriber's compliance with applicable laws or this Agreement. Subscriber agrees to cooperate with any inquiry, subject to any attorney-client confidentiality. Subscriber shall report to West any misuse, abuse, or compromise of Data of which Subscriber becomes aware.

b. Protection of Personal Information. West and Subscriber acknowledge that both parties may be required to comply with various privacy and security requirements, including but not limited to those set forth in paragraph 3.a. above, the European Union Directive on Data Protection (95/46) and all other applicable legal directives and applicable industry standards pursuant to which each party wishes to obtain certain undertakings from the other with regard to the use and protection for the Personal Information of either party. For purposes of this Agreement, "Personal Information" shall refer to, without limitation, the following types of information: name, address, e-mail address, age, date of birth, telephone number, fax, drivers license number, social security number or equivalent or similar government identification numbers, credit/debit card information, bank account information, logins, passwords, or medical or health records of an identifiable human being. Each party shall be responsible for any collection, access, use and disclosure of Personal Information subject to this Agreement. Without limiting the foregoing, each party shall employ appropriate administrative, physical, and technical safeguards in order to sufficiently protect the Personal Information and any information assets and resources in question. Each party shall promptly notify the other of any event that may result in the unauthorized collection, access, use, or disclosure of Personal Information subject to this Agreement ("Information Protection Incident"). The parties shall make reasonable efforts to assist one another in relation to the investigation and remedy of any such Information Protection Incident and any claim, allegation, action, suit, proceeding, or litigation with respect to the unauthorized access, use, or disclosure of Personal Information. Furthermore, any access to or use of Personal Information must be in accordance with all applicable law. No individual shall access records that require a permissible purpose unless such a purpose exists for such individual. For purposes of its obligations hereunder, any acts or omissions by the personnel of each party shall also be deemed to be the acts or omissions of West and/or Subscriber, respectively.

4. Charges and Modification of Charges. Charges payable for access to Services ("CLEAR Charges") will be as stated on the Order Form and the Schedule A or as otherwise agreed upon by the parties in writing. CLEAR Charges shall commence on the date Subscriber first accesses Services or as otherwise stated on the Schedule A or Order Form. Except as may be otherwise set forth herein or in the Order Form, CLEAR Charges may be modified upon at least 30 days prior notice to Subscriber in writing or online. Subscriber will pay all invoices in full within 30 days from date of invoice. CLEAR Charges are exclusive of applicable sales, use, value added tax (VAT) or equivalent, ad valorem, personal property and other taxes, which are the responsibility of Subscriber. If full payment is not made, Subscriber may be charged up to the maximum legal interest allowed under applicable law on any unpaid balance. Subscriber is responsible for all excluded charges as incurred ("Excluded Charges"). Excluded Charges are those CLEAR Charges that are associated with the Services that are not included in the fixed Monthly CLEAR Charges, as set forth on the Order Form. West may, at its option, make certain Services Excluded Charges if West is contractually bound or otherwise required to do so by a supplier of Data or if the Services are enhanced or released after the effective date of the Subscriber Agreement and Order Form. Subscriber's access to and use of any such excluded Services shall be billed to Subscriber at then current rates in addition to the fixed Monthly CLEAR Charges. West will compare Subscriber's actual CLEAR Charges which are the pro forma CLEAR Charges set forth in the Schedule A, against the then-current fixed Monthly CLEAR Charges. In the event Subscriber's actual CLEAR Charges exceed the then-current fixed Monthly CLEAR Charges by more than three (3) times at anytime during a month, West may limit access to live gateways for the remainder of such month.

5. Subscriber Credentials. Subscriber acknowledges and understands that West will only allow Subscriber to access Services if Subscriber's credentials can be verified in accordance with West internal credentialing procedures. Subscriber shall notify West immediately of any changes to the information on Subscriber's application for Services and, if at any time Subscriber no longer meets such credentialing requirements, West may terminate this Agreement.

6. Disclaimer of Warranties and Limitation of Liability. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, DATA AND SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS AND DELAYS. NEITHER WEST NOR ITS SUPPLIERS SHALL BE LIABLE TO SUBSCRIBER OR TO ANY PERSON CLAIMING THROUGH SUBSCRIBER OR TO WHOM SUBSCRIBER MAY HAVE PROVIDED SERVICE-RELATED INFORMATION FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY WEST'S OR ITS SUPPLIERS' NEGLIGENCE OR OMISSIONS IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING, OR DELIVERING DATA OR OTHERWISE PERFORMING THIS AGREEMENT. SUBSCRIBER ACKNOWLEDGES THAT EVERY BUSINESS DECISION INVOLVES ASSUMPTION OF A RISK, AND THAT NEITHER WEST NOR ITS SUPPLIERS UNDERWRITES THAT RISK IN ANY MANNER WHATSOEVER. NOTWITHSTANDING THE FOREGOING, IF LIABILITY CAN BE IMPOSED ON WEST OR ITS SUPPLIERS, THEN SUBSCRIBER AGREES THAT WEST'S AND/OR ITS SUPPLIERS' AGGREGATE LIABILITY FOR ANY AND ALL LOSSES OR INJURIES ARISING OUT OF ANY ACT OR OMISSION OF WEST AND/OR ITS SUPPLIERS IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE CAUSE OF THE LOSS OR INJURY, INCLUDING NEGLIGENCE, AND REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, SHALL NEVER EXCEED THE COST OF THE CLEAR CHARGES PAID BY SUBSCRIBER RELATIVE TO THE SPECIFIC DATA OR SERVICE (i.e., DATABASE, SERVICE, FUNCTION OR GATEWAY) WHICH IS THE BASIS OF THE CLAIM(S) DURING THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. SUBSCRIBER COVENANTS AND PROMISES THAT IT WILL NOT SUE WEST AND/OR ITS SUPPLIERS FOR AN AMOUNT GREATER THAN SUCH SUM EVEN IF WEST AND/OR ITS SUPPLIERS WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND THAT IT WILL NOT SEEK PUNITIVE DAMAGES IN ANY ACTION AGAINST WEST AND/OR ITS SUPPLIERS, ALL IN CONSIDERATION OF THE RECEIPT BY SUBSCRIBER OF SERVICES AT THE RATES CHARGED BY WEST, HEREUNDER, WHICH ARE FAR LOWER THAN WOULD BE AVAILABLE TO SUBSCRIBER ABSENT THE WAIVERS AND DISCLAIMERS CONTAINED HEREIN. IN NO EVENT SHALL WEST, ITS AFFILIATES AND/OR ITS SUPPLIERS BE LIABLE TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO (i) SUBSCRIBER'S INABILITY OR FAILURE TO PERFORM INVESTIGATORY WORK OR TO PERFORM SUCH INVESTIGATORY WORK PROPERLY OR COMPLETELY, EVEN IF ASSISTED BY WEST, ITS AFFILIATES OR ITS SUPPLIERS, OR ANY DECISION MADE OR ACTION TAKEN BY SUBSCRIBER IN RELIANCE UPON DATA; OR (ii) ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES RELATING IN WHOLE OR IN PART TO SUBSCRIBER'S RIGHTS UNDER THIS AGREEMENT OR USE OF, OR INABILITY TO USE, DATA OR SERVICES. NEITHER WEST NOR ITS SUPPLIERS MAKE ANY WARRANTY THAT ACCESS TO SERVICES WILL BE UNINTERRUPTED, SECURE, COMPLETE OR ERROR FREE. NOR DOES WEST MAKE ANY WARRANTY AS TO THE LIFE OF ANY URL OR THIRD PARTY WEB SERVICE. SUBSCRIBER ACKNOWLEDGES THAT THE PROVISION OF SERVICES ENTAILS THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, DELAYS, INTERRUPTIONS AND LOSSES, INCLUDING THE INADVERTENT LOSS OF DATA OR DAMAGE TO MEDIA.

7. **Subscriber Account Maintenance.** Subscriber is responsible for the administration and control of passwords by its employees, and shall identify a security administrator to coordinate with West. Subscriber shall manage all passwords, and notify West promptly if any password becomes inactive or invalid. Subscriber shall follow the policies and procedures of West with respect to account maintenance as same may be communicated to Subscriber from time to time.

8. **Indemnification.** Except as otherwise prohibited by law and without waiving any defenses to which it may be entitled, Subscriber hereby agrees to protect, indemnify, defend and hold harmless West and all its suppliers from and against any and all costs, claims, demands, damages, losses and liabilities (including actual attorneys' fees) arising from or in any way related to (i) the use, access or misuse of information by Subscriber (or any other party receiving such information from or through Subscriber), and (ii) Subscriber's breach of any representation, warranty or other provision of this Agreement.

9. **Limitation of Claims.** Except for claims relating to CLEAR charges or improper use of Services, no claim, regardless of form, which in any way arises out of this Agreement, may be made, nor such claim brought, under this Agreement more than one year after the basis for the claim becomes known to the party desiring to assert it.

10. **Term and Termination.** This Agreement will become effective upon verification by West of Subscriber's credentials in accordance with this Agreement and upon approval and acceptance by West in St. Paul, Minnesota. This Agreement and each Order Form may not be terminated by Subscriber prior to a Minimum Term of one year after the date West processes this Agreement and that Order Form. In the event Subscriber requests a Minimum Term in excess of one year as set forth in the Order Form, this Agreement may not be terminated prior to the expiration of such Minimum Term. Upon expiration of the Minimum Term or any Renewal Term set forth in the Order Form, either party may terminate this Agreement by providing the other party 30 days prior written notice of such termination. Notwithstanding the foregoing, (i) Subscriber may terminate this Agreement immediately by giving written notice of termination after receiving notice of any amendment (as permitted under paragraphs 2(d) and 11), which contains new terms that materially alter the terms of this Agreement and are unacceptable to Subscriber; (ii) West may terminate this Agreement immediately upon giving written notice of termination to Subscriber if Subscriber commits a material breach of any obligation to West under any other agreement between the parties; (iii) West may terminate this Agreement immediately upon giving written notice of termination to Subscriber if West reasonably believes that Subscriber's use of Data violates any applicable law or regulation or may result in a risk to public safety, including but not limited to the safety of private individuals, and (iv) either party

may terminate this Agreement immediately upon giving written notice of termination to the other party if the other party commits a material breach of this Agreement.

11. **Effect of Agreement.** This Agreement (which includes all applicable Order Forms, current and future Schedules, Additional Terms, and the like) sets forth the entire understanding between the parties regarding the subject matter of this Agreement and supersedes any and all prior understandings and agreements oral or written, relating to the subject matter. Except as otherwise provided in this Agreement, West may amend the terms and conditions of this Agreement by giving Subscriber at least 30 days prior written notice. Any other amendment must be in writing and signed by both parties.

12. **Force Majeure.** West's performance under this Agreement is subject to interruption and delay due to causes beyond its reasonable control, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies and the like.

13. **Notices.** Except as otherwise provided herein, all notices must be in writing to West at 610 Opperman Drive, P.O. Box 64833, St. Paul, Minnesota 55164-1803, Attention: Customer Service, and to Subscriber at the address on the Order Form.

14. **General Provisions.** This Agreement will be governed by and construed under the law of the state of Minnesota, U.S.A. without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising out of this Agreement and each party consents to the exclusive jurisdiction of such courts. Neither this Agreement nor any part or portion may be assigned, sublicensed or otherwise transferred by Subscriber without West's prior written consent. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected thereby. Failure of any party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

15. **Ideas and Concepts.** Any and all title, ownership rights, and intellectual property rights concerning any ideas, concepts, suggestions, materials and the like that Subscriber provides to West regarding Services shall become the exclusive property of West and may be used for its business purposes in its sole discretion without any payment, accounting, remuneration or attribution to Subscriber.

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PARSONS COMMERCIAL ROOFING, INC.

WACO (254) 881-1733
TEMPLE (254) 773-3777
FAX (254) 881-1995

SERVING THE
BUILDING INDUSTRY
SINCE 1948

HOME OFFICE:
PO BOX 21835
WACO, TEXAS 76702-1835

Submitted To: Navarro County Sheriff's Department / Brent ("Purchaser") Date: 4/11/2011
 Street: 312 W. 2nd. Job Name: _____
 City, State Zip: Corsicana, Tx. 75110 Job Location: _____
 Telephone: 903-875-3375 (cell) 903-854-7891 fax 903-854-3044 Contractors Work to Begin: _____
 E-Mail Address: belalte@swbell.net Marty Honey 254-227-2609

Subject to prompt acceptance within _____ days from above date, and further subject to all terms and conditions on the front and reverse side hereof PARSONS COMMERCIAL ROOFING, INC., ("Contractor") proposes to furnish materials and labor as hereafter specified for the "Work" described as follows:

SCOPE OF WORK:	Front Office / Calm Jail area / Sally Port
1. Remove all debris from roofing area.	
2. Instal 1/2" expanded polystyrene (EPS) insulation over existing roof system,fastening in accordance with membrane manufacturer specifications.	
3. Contractor shall furnish and install white, 40 mil single-ply membrane roofing system that is fabricated of a woft inserted low-shrink, anti-wicking ployster fabric and has a thermoplastic coating material laminated to both sides as manufactured by Duro-Last Roofing, Inc.	
4. Install prefabricated flashings around all curbs and decking penetrations, drains, in accordance with membrane manufacturer specifications.	
5. Encapsulate all parapet walls and cover expansion joints with Duro-Last membrane.	
6. Install 4" fascia bar with Kynar-coated metal cover,at roof perimeter. Cover color shall be chosen by building owner.	
7. Dispose of all debris in an approved facility in accordance with all local, state and federal regulations.	
8. Includes as issued by manufacturer a 15yr. Labor and Material Warranty which includes liability of consequential damages.	
9. Includes Workmen Compensation and General Liability Insurance.	
** BUY BOARD	
	\$91,500.00

The Contract sum due Contractor for the Work is: Ninety One Thousand Five Hundred dollars & 00

DOLLARS; payable as follows: _____ Sales Tax _____

PARSONS COMMERCIAL ROOFING, INC.

SEE REVERSE SIDE FOR
ADDITIONAL TERMS AND CONDITIONS

By: _____
Title: _____

ACCEPTANCE: The undersigned ("Purchaser") by execution hereof accepts this document and all of its terms and conditions contained herein and on the front and reverse sides hereof as a binding contract. (If homestead, both husband and wife must sign.)

Date: 5/23/11 Navarro County Judge Date: _____

 THE STATE OF TEXAS

(Acknowledgement by Husband and Wife)

COUNTY OF _____

THIS INSTRUMENT was acknowledge before me on _____

and wife, _____



5-31

, 20 11 By: Sherry Dawd
Navarro County Clerk
 Notary Public in and for The State of Texas
 My Commission Expires: _____