

NAVARRO COUNTY COMMISSIONER'S COURT

A regular meeting of the Navarro County Commissioner's Court was held on Monday, the 9th day of January, 2012 at 10:00 a.m., in the County Courtroom of the Navarro County Courthouse in Corsicana Texas. Presiding Judge HM Davenport, Commissioners Present Kit Herrington, David Warren, Dick Martin, and James Olsen.

1. 10:02 a.m. Motion to convene by Comm. Herrington sec by Com. Warren
All voted aye motion carried
2. Open prayer by Commissioner Olsen
3. Pledge of Allegiance
4. Public Comments-no comments

CONSENT AGENDA

Motion to approve the consent agenda items 5-8 by Comm. Herrington Sec by Comm. Martin
All voted aye motion carried

5. Motion to approve the minutes from the previous meetings of Dec. 12, 2011 and Dec. 22, 2011
6. Motion to approve and pay bills submitted by the County Auditor, including current bills, utilities (paid 1/4/12) and payroll (paid 12/31/2011)
7. Motion to approve minutes of the December 1st 2011 Planning and Zoning Meeting
TO WIT PG 4-5
8. Motion to approve budget transfer of \$1,020 from cellular allowance (101-430-117) to office supplies (101-430-310) in the County Court at law

REGULAR AGENDA

9. No action taken on Burn Ban
10. Motion to approve Tax Report for December 2011, Russell Hudson by Comm. Martin sec by Comm. Olsen
TO WIT PG 10-11
All voted aye motion carried
11. Motion to approve Treasurer's report for November 2011, Frank Hull by Comm. Olsen Sec by Comm. Warren
TO WIT PG 12-13

All voted aye motion carried

12. Motion to approve specific use permit with a variance to build a storage building on lot #278 in the Shores Phase 1 for Rob Corbello by Comm. Martin sec by Comm. Herrington
All voted aye motion carried
13. Motion to approve zoning change from agricultural to commercial for the Old FM 2859 Marina now named Sunset Cove Marina by Comm. Martin sec by Comm. Warren
All voted aye motion carried
14. Motion to approve special use permit for an RV Park for the Old FM 2859 Marina now named Sunset Cove Marina by Comm. Olsen sec by Comm. Warren
All voted aye motion carried
15. Motion to approve Joint Primary contract for April 3rd, 2012 by Comm. Herrington
sec by Comm. Martin **TO WIT PG 14-28**
All voted aye motion carried
16. Motion to approve new Westlaw access Agreement for District Court, County Court at Law and County Court by Comm. Herrington sec by Comm. Olsen
All voted aye motion carried **TO WIT PG 29-35**
17. Motion to Table Appointment of Representative to the City of Kerens Tax Increment Financing board by Comm. Martin sec by Comm. Herrington
All voted aye motion carried
18. Motion to approve authorizing County Auditor to sign audit engagement letter for audit of HIDTA grants G09NT0001A and G10NT0001A by Comm. Olsen sec by Comm. Martin
TO WIT PG 36-41
All voted aye motion carried
19. Motion to go into Executive Session pursuant to the Texas Government Code Section 551.070 to discuss pending litigation by Comm. Martin sec by Comm. Warren
All voted aye motion carried

Motion to come out of executive session by Comm. Olsen sec by Comm. Martin
All voted aye motion carried
20. Motion to approve action taken on Executive Session pursuant to the Texas Government Code Section 551.071 to discuss pending litigation by Judge

Davenport to designate Comm. Kit Herrington to negotiate with the assistances of the county's attorneys in good faith, pursuant to the mediation order, in the case of Wiggins vs. Navarro County, et al and make a offer of \$5,000 counter-offer, settlement to be contingent upon final approval by the commissioner court sec by Comm. Olsen

All voted aye motion carried

21. Motion to approve to go into Executive Session pursuant to the Texas Government Code 551.074 to discuss personnel by Comm. Martin sec by Comm Olsen

All voted aye motion carried

Motion to come out of Executive Session by Comm. Martin sec by Comm. Olsen

All voted aye motion carried

22. Motion to approve action taken on Executive Session pursuant to the Texas Government Code Section 551.074 to discuss personnel by Judge Davenport to approve court administrative coordinator position for the county court at law, money already approved in 2012 budget sec by Comm. Warren

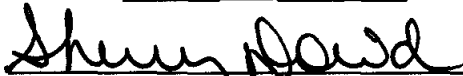
All voted aye motion carried

23. Motion to adjourn by Comm. Martin sec by Comm. 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 9TH, 2012.

SIGNED _____ 9TH _____ DAY OF JANUARY 2012.


SHERRY DOWD, COUNTY CLERK





NAVARRO COUNTY OFFICE OF PLANNING & DEVELOPMENT

Phil Seely - Director

Becky Garrett - Addressing

Stanley Young - Environmental Services

Robert Gray - Environmental Services

300 West Third Avenue

Suite 16

Corsicana, TX 75110-4672

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PLANNING AND ZONING COMMISSION MINUTES

December 1st, 2011

5:00 P.M.

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

Chairman Jacobson – present
Scott Watkins – absent
Carroll Sigman – absent
Vicki Farmer – absent
Dennis Bancroft – absent
Charles Irvine – absent
Kim Newsome – present

Vice Chairman Moe – present
Conrad Newton – absent
Wayne McGuire - present
Jeff Smith - present
Dolores Baldwin – absent
Caleb Jackson – absent

Item #2 on the agenda was consideration of the minutes of the November 3rd, 2011 Planning and Zoning meeting. Motion to approve by Commissioner Moe, second by Commissioner Smith, all voted aye.

Item #3 on the agenda was consideration of a electing a Chairman and Vice Chairman for the Navarro County Planning & Zoning Board, motion to re-elect Terry Jacobson to Chairman by Commissioner Smith, second by Commissioner Moe, all voted aye. Motion to re-elect Barbara Moe as Vice Chairman by Chairman Jacobson, second by Commissioner Smith, all voted aye.

Item #4 on the agenda was consideration of a variance for existing detached garage to be located 9 inches over building line setback located in Bluffview Estates Ph. I lot 7 for Harold Bridgforth. Item was asked to be removed from the agenda by Harold Bridgforth and motion to table by Commissioner Moe, second by Commissioner McGuire, all voted aye.

Item #5 on the agenda was consideration of a replat of lot 12-R in Sandy Cove Subdivision back to two (2) individual lots for Cole Snadon, motion to approve by Commissioner Smith, second by Commissioner Newsom, all voted aye.

Item #6 on the agenda was consideration of a replat of lots # 75 & 76 in Sweetwater Ranch Ph. II for Gary Engels, motion to approve by Commissioner Moe, second by Commissioner McGuire, all voted aye.

Item #7 on the agenda was consideration of a specific use permit to have a used manufactured home in the lake-shore area for Brian Carter. Home is already present on property in Crab Creek

Ranchettes lots #15 & 16, motion to approve by Commissioner Smith, second by Commissioner McGuire, all voted aye.

Item #8 on the agenda was consideration of a specific use permit to live in an RV while permanent home is being built for Harvey Moss. RV is already present on property just off of SE CR 2240. Chairman Jacobson advised Mr. Moss of alternatives to keeping the RV on the property while permanent home is being built. Mr. Moss advised the board that he is not ready to begin permanent construction and he will have the RV removed from the property. Commissioner Moe then made the motion to deny the specific use permit and have the RV removed within thirty (30) days, second by Commissioner Newsome, all voted aye.

Item #9 on the agenda was consideration of a variance to drill within six hundred (600) feet of a final platted residential subdivision for Pace Petroleum. Location is just off SE CR 3150. It was clarified that Dallas Production and Pace Petroleum have a contractual partnership. The Commission heard from Pace Petroleum representatives as well as property owners around the lake. The Commission felt it needed to hear more technical data from engineers, motion to table by Commissioner Moe, second by Commissioner McGuire, all voted aye.

Item #10 on the agenda was consideration of application to drill for oil in lake-shore area for Pace Petroleum. Location is just off SE CR 3150. The Commission felt it needed to hear more technical data from engineers, motion to table by Commissioner Moe, second by Commissioner McGuire, all voted aye.

Item #11 on the agenda was a public hearing to discuss amending adjacent property notification when a proposed oil/gas well is to be drilled in lake-shore area. It was clarified that notification on this issue did not pertain to hydrogen sulfide gas. The Commission considered what some cities in the DFW area have adopted as notification procedures and heard from property owners around the lake. The Commission came up with the solution of notifying property owner either: four hundred (400) feet from the lease line; or eight hundred (800) feet from the bore hole. The notification measurement will be whichever notifies the most people.

Item #12 on the agenda was consideration of adopting amended adjacent property owner notification procedures. The notification procedure will be the greater number of people notified from measuring four hundred (400) feet from the lease line or eight hundred (800) feet from the bore hole.

Adjourn.

FILED

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SHERRY DOWD
COUNTY CLERK
NAVARRO COUNTY, TX

DEPUTY

I, RUSSELL P HUDSON, NAVARRO COUNTY TAX ASSESSOR/COLLECTOR, DO HEREBY SWEAR UNDER OATH,
THAT THE ATTACHED REPORT IS A TRUE AND CORRECT REPORT.

TOTAL PAGES INCLUDING COVER SHEET 6

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NAVARRO COUNTY , TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING DECEMBER 2011

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	RENDITION PENALTY CAD %	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
NAVARRO COUNTY									LEVY
CURRENT	3,143,002.61		23.53	3,143,026.14		32.94	3,142,993.20		16,410,955.92
DELINQUENT	38,892.63		10,158.59	49,051.22		0.35	49,050.87	8,518.85	%
TOTAL	3,181,895.24	-	10,182.12	3,192,077.36	-	33.29	3,192,044.07	8,518.85	19.15%
NAVARRO COLLEGE									LEVY
CURRENT	618,623.99			618,623.99	18,779.64	6.24	599,838.11		3,192,388.48
DELINQUENT	7,534.58	-	1,998.30	9,532.88		0.01	9,532.87	1,654.22	%
TOTAL	626,158.57	-	1,998.30	628,156.87	18,779.64	6.25	609,370.98	1,654.22	19.38%
CITY OF RICE									LEVY
CURRENT	20,825.28	-		20,825.28	103.52	2.41	20,719.35		133,058.53
DELINQUENT	97.69		36.55	134.24	9.63		124.61	20.54	%
TOTAL	20,922.97	-	36.55	20,959.52	113.15	2.41	20,843.96	20.54	15.65%
CITY OF KERENS									LEVY
CURRENT	34,622.42	342.11		34,280.31	425.99	0.05	33,854.27		247,342.75
DELINQUENT	3,088.38	-	597.35	3,685.73			3,685.73	475.80	%
TOTAL	37,710.80	342.11	597.35	37,966.04	425.99	0.05	37,540.00	475.80	14.00%
CITY OF CORSICANA									LEVY
CURRENT	1,427,947.46	-		1,427,947.46	5,275.47	11.68	1,422,660.31		7,662,316.49
DELINQUENT	12,365.90	-	4,131.27	16,497.17		0.03	16,497.14	3,270.90	%
TOTAL	1,440,313.36	-	4,131.27	1,444,444.63	5,275.47	11.71	1,439,157.45	3,270.90	18.64%

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING DECEMBER 2011

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DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	RENDITION PENALTY	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
CITY OF BARRY									LEVY
CURRENT	2,037.85			2,037.85	61.09		1,976.76		16,437.24
DELINQUENT	198.37		56.06	254.43			254.43	50.89	%
TOTAL	2,236.22	-	56.06	2,292.28	61.09	0	2,231.19	50.89	12.40%
CITY OF EMHOUSE									LEVY
CURRENT	1,551.82	-		1,551.82	62.73		1,489.09		8,472.02
DELINQUENT	55.35		12.73	68.08			68.08	13.62	%
TOTAL	1,607.17	-	12.73	1,619.90	62.73	0	1,557.17	13.62	18.32%
CITY OF RICHLAND									LEVY
CURRENT	2,051.48	-		2,051.48	134.48		1,917.00		16,363.97
DELINQUENT	31.92		7.35	39.27			39.27	7.85	%
TOTAL	2,083.40	-	7.35	2,090.75	134.48	0	1,956.27	7.85	12.54%
CITY OF GOODLOW									LEVY
CURRENT	339.88	-		339.88	1.71		338.17		2,977.76
DELINQUENT	37.47		12.60	50.07	3.34		46.73	10.02	%
TOTAL	377.35	-	12.60	389.95	5.05	0	384.90	10.02	11.41%
CITY OF FROST									LEVY
CURRENT	10,952.36	113.66		10,838.70	54.10	0.27	10,784.33		77,267.60
DELINQUENT	347.89		114.12	462.01	30.27		431.74	92.40	%
TOTAL	11,300.25	113.66	114.12	11,300.71	84.37	0.27	11,216.07	92.40	14.17%
CITY OF DAWSON									LEVY
CURRENT	11,185.92			11,185.92	258.30		10,927.62		72,429.25
DELINQUENT	222.45		60.07	282.52			282.52	56.62	%
TOTAL	11,408.37	-	60.07	11,468.44	258.30	0	11,210.14	56.62	15.44%

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING DECEMBER 2011

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	RENDITION PENALTY	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
CITY-BLOOMING GROVE									LEVY
CURRENT	13,536.52			13,536.52	233.70		13,302.82		99,560.25
DELINQUENT	350.70		98.64	449.34			449.34	89.87	%
TOTAL	13,887.22	-	98.64	13,985.86	233.70	0.00	13,752.16	89.87	13.60%
NAVARRO COUNTY ESD #1									LEVY
CURRENT	19,693.78	-		19,693.78	98.45		19,595.33		119,607.31
DELINQUENT	473.91	-	100.78	574.69	27.59		547.10	83.37	%
TOTAL	20,167.69	-	100.78	20,268.47	126.04	0	20,142.43	83.37	16.47%
BLOOMING GROVE ISD									LEVY
CURRENT	280,624.26			280,624.26	1,926.18		278,698.08		1,419,328.62
DELINQUENT	2,186.49		672.07	2,858.56			2,858.56	550.90	%
TOTAL	282,810.75	-	672.07	283,482.82	1,926.18	0	281,556.64	550.90	19.77%
DAWSON ISD									LEVY
CURRENT	187,430.96			187,430.96	1,640.00		185,790.96		1,292,787.05
DELINQUENT	1,994.93		589.40	2,584.33			2,584.33	472.49	%
TOTAL	189,425.89	-	589.40	190,015.29	1,640.00	0	188,375.29	472.49	14.50%
RICE ISD									LEVY
CURRENT	301,615.48			301,615.48	1,198.84	7.27	300,409.37		1,515,810.54
DELINQUENT	7,965.22		430.44	8,395.66			8,395.66	324.20	%
TOTAL	309,580.70	-	430.44	310,011.14	1,198.84	7.27	308,805.03	324.20	19.90%
CORSICANA ISD									LEVY
CURRENT	3,125,239.16			3,125,239.16	7,416.90	23.86	3,125,215.30		17,383,846.35
DELINQUENT	29,481.68		9,815.46	39,297.14			39,297.14	7,756.51	%
TOTAL	3,154,720.84	-	9,815.46	3,164,536.30	7,416.90	23.86	3,164,512.44	7,756.51	17.98%
GRAND TOTAL	9,306,606.79	455.77	28,915.31	9,335,066.33	37,741.93	85.11	9,304,656.19	23,449.05	

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING DECEMBER 2011

01

MEMO:

TOTAL COLLECTED	<u>9,358,515.38</u>
ROLLBACK TAXES	<u> </u>
TAX CERTIFICATES	<u>960.00</u>
HOT CK FEES	<u>120.00</u>

COUNTY	<u>40.98%</u>	GOODLOW	<u>36.80%</u>
COLLEGE	<u>41.65%</u>	FROST	<u>55.89%</u>
RICE	<u>40.51%</u>	CITY-DAWSON	<u>40.24%</u>
KERENS	<u>53.18%</u>	CITY-BL GROVE	<u>47.53%</u>
CORSICANA	<u>40.99%</u>	NC ESD #1	<u>42.52%</u>
BARRY	<u>51.39%</u>	B G ISD	<u>45.29%</u>
EMHOUSE	<u>40.21%</u>	DAWSON ISD	<u>31.41%</u>
RICHLAND	<u>28.53%</u>	RICE ISD	<u>37.38%</u>
		CORSICANA ISD	<u>39.76%</u>

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH OF DECEMBER 2011

	TAXES	PENALTY & INTEREST	SUBTOTAL	RENDITION PENALTY CAD %	NET TAXES DUE	MEMO ONLY ATTORNEY FEES
CURRENT TAXES						
COUNTY	2,567,239.74	23.53	2,567,263.27	26.83	2,567,236.44	
ROAD & BRIDGE	530,751.94		530,751.94	5.64	530,746.30	
FLOOD CONTROL	45,010.93		45,010.93	0.47	45,010.46	
TOTAL	3,143,002.61	23.53	3,143,026.14	32.94	3,142,993.20	-
DELINQUENT TAXES						
COUNTY	31,203.66	8,172.49	39,376.15	0.34	39,375.81	6,817.93
STATE	-	-	-	-	-	-
ROAD & BRIDGE	7,112.96	1,830.68	8,943.64	0.01	8,943.63	1,573.69
FLOOD CONTROL	576.01	155.42	731.43		731.43	127.23
TOTAL	38,892.63	10,158.59	49,051.22	0.35	49,050.87	8,518.85
TOTAL ALLOCATION						
COUNTY	2,598,443.40	8,196.02	2,606,639.42	27.17	2,606,612.25	6,817.93
STATE		-		-		-
ROAD & BRIDGE	537,864.90	1,830.68	539,695.58	5.65	539,689.93	1,573.69
FLOOD CONTROL	45,586.94	155.42	45,742.36	0.47	45,741.89	127.23
TOTAL	3,181,895.24	10,182.12	3,192,077.36	33.29	3,192,044.07	8,518.85

COUNTY TAX REPORT
Prepared by Gail Smith
Navarro County Tax Office

#11

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AFFIDAVIT SUBMITTED BY
Frank Hull
NAVARRO COUNTY TREASURER

STATE OF TEXAS

COUNTY OF NAVARRO

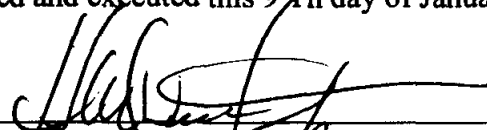
For November, 2011

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, Navarro County Treasurer, on this 9 Th day of January, 2012 present to the Navarro County Commissioners Court the Monthly Financial Report for the month ending on November, 30, 2011 for the Court to review and approve. According to the report, Navarro County had cash on hand in the amount of \$ 5,820,863.26. Bank collateral for deposits held at Depository Bank is \$ 19,768,124.24. Collateralization is 340% of deposits. Also, other assets totaling \$ 2, 208,544.34 are being held by the Treasurer's office. The total interest for all accounts for the month of November, 2011 was \$ 4704.79. The total disbursements for the month of November, 2011 were \$ 8,617,591.74. 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.

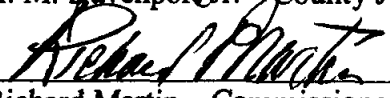
Signed and executed this 9 Th day of January, 2012.



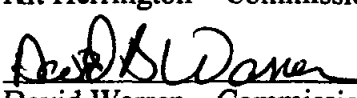
H. M. Davenport Jr. - County Judge



Kit Herrington - Commissioner Pct 1



Richard Martin - Commissioner Pct 2

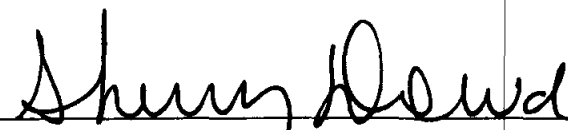


David Warren - Commissioner Pct 3

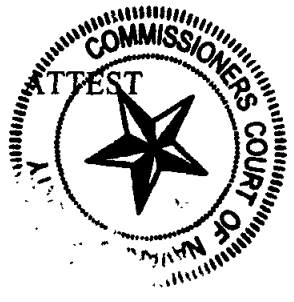


James Olsen - Commissioner Pct 4

SWORN AND SUBSCRIBED TO BEFORE ME, this 9 Th day of January, 2012 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 - Navarro County Clerk



Pledge Security Listing
November 30, 2011

Cusip	ID	Description	Safekeep	Receipt	Face	Current Par	Cpn	Call	Mature	Moody S&P	Fitch	F115	Book	Market	Gain	
NAVARRO COUNTY																
31294KSF3	1174	FHLMC E01418	FHLB	xxx	3,500,000	648,098	4 00		07/01/18	AAA	AA+	AAA	HTM	647,309 23	682,788 84	35,479 61
3128H7QU9	1430	FHLMC E99467	FHLB	x	3,000,000	404,273	4 00		09/01/15	AAA	AA+	AAA	HTM	404,123 51	416,236 55	12,113 04
3128MBEW3	1938	FHLMC G12649	FHLB	x	3,800,000	809,586	5 50		05/01/22	AAA	AA+	AAA	HTM	809,016 98	875,364 46	66,347 48
3128NGGH2	1951	FHLMC 1H1400	FHLB	x	1,999,995	673,371	5 95		05/01/37	AAA	AA+	AAA	HTM	671,947 59	707,039 51	35,091 92
31403C3H2	2055	FNMA 745200	FHLB	x	1,400,000	417,180	4 50		04/01/20	AAA	AA+	AAA	HTM	417,179 61	443,384 91	26,205 30
31402DFS4	2177	FNMA 725677	FHLB	x	7,088,296	1,566,824	4 50		06/01/19	AAA	AA+	AAA	HTM	1,559,250 49	1,659,715 44	100,464 96
31410G2P7	2182	FNMA 889182	FHLB	x	6,109,485	2,267,261	5 00		01/01/21	AAA	AA+	AAA	HTM	2,272,381 71	2,435,151 63	162,769 91
3128MBTJ6	2412	FHLMC G13053	FHLB	x	2,200,000	722,845	4 50		04/01/23	AAA	AA+	AAA	HTM	731,373 51	767,118 95	35,745 44
31417YMF1	2424	FNMA MA0357	FHLB	x	7,839,882	4,831,429	4 00		02/01/20	AAA	AA+	AAA	HTM	4,927,193 33	5,087,978 10	160,784 77
31417YMF1	2424	FNMA MA0357	FHLB	x	979,985	603,929	4 00		02/01/20	AAA	AA+	AAA	HTM	615,899 17	635,997 26	20,098 10
31416RTG8	2435	FNMA AA7750	FHLB	x	9,686,000	5,765,472	4 00		06/01/24	AAA	AA+	AAA	HTM	5,852,135 20	6,057,348 59	205,213 38
726 NAVARRO COUNTY					47,603,642	18,710,265							18,907,810 33	19,768,124 24	860,313 91	

Reference to Interest Rate Shifts represent a shift in the Treasury Curve. Actual Market Yield shift on individual Securities may differ. See the report 'Market Yield Shift Assumptions' for more information.

Other Reports



1-800-922-9860, mcplanning.com

Although the information in this report has been obtained from sources believed to be reliable, its accuracy cannot be guaranteed

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Version 9/29/2011

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Joint Resolution Contract; Texas Administrative Code rule §81.157
Section 172.126, V.T.C.A., Election Code, 09/2011

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2012 JAN -9 AM 11:17

DANDA PARKER
NAVARRO CO. ELECTIONS
DEPUTY

PRIMARY JOINT RESOLUTION

A. JOINT RESOLUTION

WHEREAS, the Democratic Party of Navarro County, Texas, and the Republican Party of Navarro County, Texas, desire to enter into a 2012 Joint Primary Election Services Contract with the Navarro County Election Officer.

AND WHEREAS, the Commissioners Court of Navarro County, Texas desires to give authorization for said Contract.

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

Said Commissioners Court authorizes a Joint Contract by and among, Eddie Pevehouse, Democratic County Chair, and Frank Steed, Republican County Chair, and Danda Parker, County Election Officer of Navarro County, Texas, for the conduct and supervision of the Navarro County Joint Primary Election on April 3, 2012, and the Navarro County Joint Primary Runoff Election, if necessary, on June 5, 2012.

PASSED AND APPROVED, THIS 9th DAY OF January, 2012.

Kip Kernigton
Signature of Commissioner, Precinct 1

[Signature]
Signature of County Judge

[Signature]
Signature of Commissioner, Precinct 2

[Signature]
Signature of Commissioner, Precinct 3

[Signature]
Signature of Commissioner, Precinct 4

Navarro County Democratic Party

Navarro County Republican Party

By: Eddie L. Pevehouse, County Chair

By: [Signature], County Chair

~~County Elections Official~~

By: Danda Parker County Election Officer

2012 JOINT PRIMARY ELECTION SERVICES CONTRACT
WITH THE COUNTY ELECTIONS OFFICER
STATE OF TEXAS, COUNTY OF NAVARRO

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2012 JAN -9 AM 11:18

DANDA PARKER
NAVARRO COUNTY ELECTIONS
BY [Signature] DEPUTY COUNTY EXECUTIVE

THIS CONTRACT is made and entered into this 3 day of January, 2012, by and through the Chair of its County Executive Committee, Frank Steed (name), hereinafter referred to as "Party," and Danda Parker (name), County Election Officer of Navarro County, Texas, hereinafter referred to as the "Contracting Officer," under the authority of Section 31.092(b), Texas Election Code and relating to the conduct and supervision of the Navarro County Joint Primary Election on April 3, 2012 (hereinafter referred to as the "election"), and the Navarro County Joint Runoff Primary Election, if necessary, on June 5, 2012 (hereinafter referred to as the "runoff election"), such Joint Primary Election and Joint Runoff Election having been approved in accordance with Section 172.126(a), Texas Election Code, by Navarro County Commissioners Court on Jan 9, 2012, Navarro County Clerk/Elections Administrator/Tax Assessor-Collector, and the County Chairs of the Navarro County Republican Party and Navarro County Democratic Party, respectively.

THIS CONTRACT is entered into for and in consideration of the mutual covenants and promises hereinafter set out, and for the purpose of ensuring that the Contracting Officer and the Party understand the tasks each is to perform in connection with the election and the runoff election:

1. **Duties and Services of the Contracting Officer.** The Contracting Officer shall be responsible for performing the following duties and furnishing the following services and equipment (*strike out any not being performed by the C.O., except those required by Section 172.126, Texas Election Code*) in connection with the election and the runoff election:

- 1.1 Prepare and submit all required submissions to the U.S. Department of Justice under the federal Voting Rights Act of 1965, as amended, on behalf of the Party for the election and runoff election.
- 1.2 In accordance with Section 172.126(b), Texas Election Code, determine whether to consolidate election precincts under Section 42.009, Texas Election Code, and designate the location of the polling place in a consolidated precinct.
- 1.3 In accordance with Section 172.126(c), Texas Election Code, and rules prescribed by the Texas Secretary of State (hereinafter referred to as "SOS"), appoint one set of election judges and election clerks (not to exceed the maximum number set by the SOS) for each

voting precinct from the names submitted by the parties. The presiding judge of each party for each election day precinct shall serve as a co-judge. There will be one early voting ballot board and one set of central counting station judges and clerks, the members of whom will be chosen from the names submitted by the parties. The Contracting Officer must ensure party balance among the polling place election workers, early voting ballot board members, and central counting station judges and clerks.

- 1.4 Notify the election judges of the election and the runoff election in accordance with Section 4.007, Texas Election Code.
- 1.5 Contact the owners or custodians of the designated polling places and arrange for their use in the election and runoff election.
- 1.6 Conduct one or more election schools, and notify the election judges of the date(s), time(s), and place(s) of such schools. (This does not imply that election judges or clerks will be paid for attending such schools. See 1 T.A.C. §§ 81.120(a) & 81.121(c).)
- 1.7 In accordance with Section 172.126(f), Texas Election Code, determine the ballot format and voting system for each election precinct.
- 1.8 Program, or arrange to have programmed, the ballot.
- 1.9 Arrange to have published the legal notice of the first test of the electronic tabulating equipment as provided in Section 127.096, Texas Election Code, and conduct all required tests of the electronic tabulating equipment under Sections 127.096-127.098 and 129.021-129.023, Texas Election Code.
- 1.10 Procure and distribute all necessary election supplies, including without limitation, ballots, election kits, office supplies such as paperclips, pens, etc., ballot boxes, and voting booths.
- 1.11 Procure all necessary voting machines and equipment, prepare them for use at the early voting and election day polling places, and transport them (or arrange to have them transported) to and from the early voting and election day polling places.
- 1.12 Arrange for the use of a central counting/central accumulation station and for the tabulating personnel and equipment needed at the counting/accumulation station and assist in the preparation of programs and the test materials for the tabulation of ballots to be used with electronic voting equipment.
- 1.13 Obtain voter registration lists from the voter registrar to be used during early voting and on election day.
- 1.14 In accordance with Section 172.126(a), Texas Election Code, supervise the overall conduct of the joint primary election.

- 1.15 If requested by the Party, prepare the unofficial tabulation of precinct results on election night in accordance with Section 172.113, Texas Election Code. Separate election returns must be prepared for each party's primary election.
 - 1.16 Submit Election Night Returns (ENR) electronically to the SOS in the form requested by the SOS in accordance with Sections 68.001 and 68.034, Texas Election Code.
 - 1.17 If requested by the Party, prepare and submit to the SOS an electronic report of the number of votes, including early voting votes, received in each county election precinct by each candidate for a statewide office or the offices of President and Vice-President of the United States, U.S. Representative, state senator, or state representative, in accordance with Sections 67.017 and 172.124, Texas Election Code.
- 2. *Duties and Services of the Party.*** The Party shall be responsible for performing the following duties in connection with the election and the runoff election:
- 2.1 Upon request of the Contracting Officer, provide the Contracting Officer with any information the Contracting Officer may need to prepare and submit the required submissions to the U.S. Department of Justice. If the Contracting Officer is not responsible for preparing and submitting the required submissions, this duty is the responsibility of the Party.
 - 2.2 In accordance with Section 172.126(c), Texas Election Code, not later than the second Monday in December preceding the election, deliver to the Contracting Officer a list of the election judges and clerks for the Party, including judges and clerks for the early voting ballot board and the central counting station.
 - 2.3 In accordance with Section 172.1112, Texas Election Code, post a notice of the election (and of any runoff election) and a notice of any consolidated precincts, if applicable, on the bulletin board used for posting notices of meetings of commissioner's court. The notice must contain the information set forth in Section 4.004, Texas Election Code and be posted within the time frame set forth in Section 4.003(b), Texas Election Code.
 - 2.4 As soon as possible after December 12, 2012 (or in the case of a runoff election, after the canvass of the April 3, 2012 election), certify in writing to the Contracting Officer (i) the candidates' names (as they are to appear on the ballot) and offices, and (ii) any referenda under Section 172.087, Texas Election Code (in English, Spanish, and any other required languages) that are to appear on the ballot, to allow sufficient time to prepare the ballot and to conduct any necessary logic and accuracy testing.
 - 2.5 Prepare the unofficial tabulation of precinct results on election night in accordance with Section 172.113, Texas Election Code.
 - 2.6 Prepare and submit to the SOS an electronic report of the number of votes, including early voting votes, received in each county election precinct by each candidate for a statewide office or the offices of President and Vice-President of the United States, U.S. Representative, state senator, or state representative, in accordance with Sections 67.017 and 172.124, Texas Election Code.

3. Compensation, Billing, and Payment.

- 3.1 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the Party shall pay the Contracting Officer for the actual expenses he/she incurs in accordance with Section 31.100, Texas Election Code and the leasing fees allowed under Section 123.033 (e) and (f), Texas Election Code, including without limitation, the costs and expenses of election supplies; newspaper publication of the testing notice only; use of voting machines and equipment; wages and salaries of the precinct election judges, alternate judges, and election clerks, members of the early voting ballot board, and central counting station personnel; programming the ballot; logic and accuracy testing, and voting machines and equipment transportation. Provided, that nothing herein shall be construed as permitting the Contracting Officer to be paid for costs or expenses for which reimbursement is not allowed under Section 31.100 or other sections of the Texas Election Code or under the SOS administrative rules or advisories relating to primary funds.
- 3.2 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the Party shall pay the Contracting Officer a fee of 10% of the total amount of the Contract (but not less than \$75) in accordance with Section 31.100(d), Texas Election Code.
- 3.3 Notwithstanding anything to the contrary in this Contract, the Contracting Officer may be paid money in advance to conduct the election and the runoff election from the Party, which must be paid into a separate county fund in accordance with Section 31.100(a), Texas Election Code, from which the Contracting Officer may make expenditures for the election and runoff election.
- 3.4 Notwithstanding anything to the contrary in this Contract, the Contracting Officer in a county with a population of 100,000 or more may seek direct payment of actual expenses incurred by the Contracting Officer in connection with the election or runoff election and in accordance with this Contract from the SOS in accordance with rules and procedures established by the SOS and Section 173.0832, Texas Election Code (created by NEW LAW, House bill 1789, 82nd Legislature, 2011).
- 3.5 Notwithstanding anything to the contrary in this Contract, the Contracting Officer may request the Party to pay directly to the precinct election and alternate judges and election clerks, members of the early voting ballot board, and the presiding and alternate judges and clerks of the central counting station the wages and salaries earned by them in connection with the election and runoff election.
- 3.6 A cost estimate for the services, equipment, and supplies provided by the Contracting Officer for the election and the runoff election is attached to and made part of this Contract as Exhibit A. The cost estimate should express costs in the categories set forth in the Party's Primary Cost Estimate and the Party's Primary Runoff Cost Estimate. The Party and the Contracting Officer acknowledge that the cost of the election and the runoff election is paid for from the county primary fund described in Section 173.031, Texas Election Code, with the county paying for the cost of early voting in accordance with

Section 173.003, Texas Election Code. The Contracting Officer and the Party also acknowledge their responsibility to comply with the administrative rules issued by the SOS relative to primary financing, 1 T.A.C. §§ 81.101-81.157.

- 3.7 As soon as reasonably possible after the election or the runoff election, the Contracting Officer will submit an itemized invoice to the Party (i) for the actual expenses he/she incurred as described in Paragraph 3.1 above and (ii) for the Contracting Officer's fee as described in Paragraph 3.2 above. The invoice shall reflect any advance monies paid under Paragraph 3.3 and any direct payments made under Paragraph 3.4. The Contracting Officer will use his/her best efforts to submit the invoice within 30 days after the election or within 10 days after the runoff election.
- 3.8 The Contracting Officer's invoice shall be due and payable by the Party to the address set forth in the invoice within 30 days after its receipt by the Party. If the Party disputes any portion of the invoice, The Party shall notify the Contracting Officer within such 30-day period or the invoice will be deemed to be a true and accurate rendering of the amount that is due.
4. **Early Voting.** In accordance with Section 83.002(2), Texas Election Code, the Contracting Officer is the early voting clerk for the election and the runoff election, both with respect to early voting in person and voting by mail. The county shall not be entitled to reimbursement from the Party for the cost of early voting, except for the cost of the ballots and the ballot programming for use of the voting system, as set forth in the administrative rules promulgated by the SOS.
5. **Voting System.** The voting system to be used in the election and runoff election is ES&S Ivotronics & M100s.
6. **Acknowledgement of Shared Election.** The Party acknowledges that the election is a Joint Primary under Section 172.126, Texas Election Code, and that the Contracting Officer, in accordance with Section 31.092(d), Texas Election Code, may enter into a similar Joint Primary Election Services Contract with any other political party in the same county that nominates its candidates for office by primary election. In such event, the Party agrees to share common polling places, the cost of ballot programming, voting equipment, and the common set of election workers with the other political party.
7. **General Provisions.**
- 7.1 Nothing contained in this Contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the election or to the runoff election is to be filed, the place at which any function is to be carried out, the officers who conduct the official canvass of the election returns, the officer to serve as custodian of the voted ballots or other election records, or any other nontransferable functions specified by Section 31.096, Texas Election Code or other provisions of Texas law.

- 7.2 The Contracting Officer is the agent of the Party for purposes of contracting with third parties with respect to the election expenses within the scope of the Contracting Officer's duties, and the Contracting Officer is not liable for the Party's failure to pay a claim.
- 7.3 The Contracting Officer shall file copies of this Contract with the County Treasurer (County Judge, if there is not a County Treasurer) and the County Auditor of Navarro County, Texas.
- 7.4 Only the actual expenses directly attributable to the Contract may be charged to the Party by the Contracting Officer, including administrative fees, Section 31.100, Texas Election Code.
- 7.5 The Party remains liable to pay the Contracting Officer for the actual expenses directly attributable to the Contract, except as provided in Paragraph 4 above, whether or not the Party receives funds from the SOS under Chapter 173, Texas Election Code. Both parties acknowledge that the Party should not request the Contracting Officer to incur expenses in connection with the election and runoff election that are not reimbursable with primary funds under the SOS administrative rules or Texas Statutes and that the Contracting Officer should not incur expenses in connection with the election and runoff election that are not reimbursable with primary funds under the SOS administrative rules or Texas Statutes.
- 7.6 For purposes of implementing this Contract, the Contracting Officer and the Party designate the following individuals, and whenever the Contract requires submission of information or notice to the Contracting Officer or the Party, submission or notice shall be made to these individuals:

For the Contracting Officer:

Name **Danda Parker**
Mailing Address **P.O. Box 1018**
Corsicana, TX 75151
Tel.: **903-875-3330**
Fax: **903-875-3331**
Email: **dparker@navarrocounty.org**

For the Party:

Name **Frank Steed**
Mailing Address **111-B W 3rd Ave**
Corsicana, TX 75110
Tel.: **214-616-4551**
Fax: _____
Email: **chairmannavgop.com**

WITNESS THE FOLLOWING SIGNATURES AND SEALS ON THE RESPECTIVE DATES SHOWN BELOW:

The Contracting Officer

By [Signature]
Title Elections Administrator
Date 1/4/12

The Party

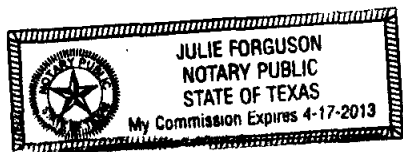
By [Signature]
Title Chairman
Date 1/4/2012

The State of Texas §

County of Navarro §

Before me, the undersigned authority, on this day personally appeared Frank Steed and Dan Parker known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office on this the 4th day of January, 2012.

(Seal)



[Signature]
Signature of officer administering oath
Adm. Asst.
Title of officer administering oath

2012 JOINT PRIMARY ELECTION SERVICES CONTRACT
WITH THE COUNTY ELECTIONS OFFICER
STATE OF TEXAS, COUNTY OF NAVARRO

FILED FOR RECORD
2012 JAN -9 AM 11:18

DANDA PARKER
NAVARRO CO. ELECTIONS
BY [Signature]
DEPUTY

THIS CONTRACT is made and entered into this 3 day of January, 2012, by and between the Navarro County Democratic Party, acting by and through the Chair of its County Executive Committee, Eddie Pevehouse (name), hereinafter referred to as "Party," and Danda Parker (name), County Election Officer of Navarro County, Texas, hereinafter referred to as the "Contracting Officer," under the authority of Section 31.092(b), Texas Election Code and relating to the conduct and supervision of the Navarro County Joint Primary Election on April 3, 2012 (hereinafter referred to as the "election"), and the Navarro County Joint Runoff Primary Election, if necessary, on June 5, 2012 (hereinafter referred to as the "runoff election"), such Joint Primary Election and Joint Runoff Election having been approved in accordance with Section 172.126(a), Texas Election Code, by Navarro County Commissioners Court on Jan 9, 2012, Navarro County Clerk/Elections Administrator/Tax Assessor-Collector, and the County Chairs of the Navarro County Republican Party and Navarro County Democratic Party, respectively.

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- 1.1 Prepare and submit all required submissions to the U.S. Department of Justice under the federal Voting Rights Act of 1965, as amended, on behalf of the Party for the election and runoff election.
- 1.2 In accordance with Section 172.126(b), Texas Election Code, determine whether to consolidate election precincts under Section 42.009, Texas Election Code, and designate the location of the polling place in a consolidated precinct.
- 1.3 In accordance with Section 172.126(c), Texas Election Code, and rules prescribed by the Texas Secretary of State (hereinafter referred to as "SOS"), appoint one set of election judges and election clerks (not to exceed the maximum number set by the SOS) for each

voting precinct from the names submitted by the parties. The presiding judge of each party for each election day precinct shall serve as a co-judge. There will be one early voting ballot board and one set of central counting station judges and clerks, the members of whom will be chosen from the names submitted by the parties. The Contracting Officer must ensure party balance among the polling place election workers, early voting ballot board members, and central counting station judges and clerks.

- 1.4 Notify the election judges of the election and the runoff election in accordance with Section 4.007, Texas Election Code.
- 1.5 Contact the owners or custodians of the designated polling places and arrange for their use in the election and runoff election.
- 1.6 Conduct one or more election schools, and notify the election judges of the date(s), time(s), and place(s) of such schools. (This does not imply that election judges or clerks will be paid for attending such schools. See 1 T.A.C. §§ 81.120(a) & 81.121(c).)
- 1.7 In accordance with Section 172.126(f), Texas Election Code, determine the ballot format and voting system for each election precinct.
- 1.8 Program, or arrange to have programmed, the ballot.
- 1.9 Arrange to have published the legal notice of the first test of the electronic tabulating equipment as provided in Section 127.096, Texas Election Code, and conduct all required tests of the electronic tabulating equipment under Sections 127.096-127.098 and 129.021-129.023, Texas Election Code.
- 1.10 Procure and distribute all necessary election supplies, including without limitation, ballots, election kits, office supplies such as paperclips, pens, etc., ballot boxes, and voting booths.
- 1.11 Procure all necessary voting machines and equipment, prepare them for use at the early voting and election day polling places, and transport them (or arrange to have them transported) to and from the early voting and election day polling places.
- 1.12 Arrange for the use of a central counting/central accumulation station and for the tabulating personnel and equipment needed at the counting/accumulation station and assist in the preparation of programs and the test materials for the tabulation of ballots to be used with electronic voting equipment.
- 1.13 Obtain voter registration lists from the voter registrar to be used during early voting and on election day.
- 1.14 In accordance with Section 172.126(a), Texas Election Code, supervise the overall conduct of the joint primary election.

- 1.15 If requested by the Party, prepare the unofficial tabulation of precinct results on election night in accordance with Section 172.113, Texas Election Code. Separate election returns must be prepared for each party's primary election.
 - 1.16 Submit Election Night Returns (ENR) electronically to the SOS in the form requested by the SOS in accordance with Sections 68.001 and 68.034, Texas Election Code.
 - 1.17 If requested by the Party, prepare and submit to the SOS an electronic report of the number of votes, including early voting votes, received in each county election precinct by each candidate for a statewide office or the offices of President and Vice-President of the United States, U.S. Representative, state senator, or state representative, in accordance with Sections 67.017 and 172.124, Texas Election Code.
- 2. *Duties and Services of the Party.*** The Party shall be responsible for performing the following duties in connection with the election and the runoff election:
- 2.1 Upon request of the Contracting Officer, provide the Contracting Officer with any information the Contracting Officer may need to prepare and submit the required submissions to the U.S. Department of Justice. If the Contracting Officer is not responsible for preparing and submitting the required submissions, this duty is the responsibility of the Party.
 - 2.2 In accordance with Section 172.126(c), Texas Election Code, not later than the second Monday in December preceding the election, deliver to the Contracting Officer a list of the election judges and clerks for the Party, including judges and clerks for the early voting ballot board and the central counting station.
 - 2.3 In accordance with Section 172.1112, Texas Election Code, post a notice of the election (and of any runoff election) and a notice of any consolidated precincts, if applicable, on the bulletin board used for posting notices of meetings of commissioner's court. The notice must contain the information set forth in Section 4.004, Texas Election Code and be posted within the time frame set forth in Section 4.003(b), Texas Election Code.
 - 2.4 As soon as possible after December 12, 2012 (or in the case of a runoff election, after the canvass of the April 3, 2012 election), certify in writing to the Contracting Officer (i) the candidates' names (as they are to appear on the ballot) and offices, and (ii) any referenda under Section 172.087, Texas Election Code (in English, Spanish, and any other required languages) that are to appear on the ballot, to allow sufficient time to prepare the ballot and to conduct any necessary logic and accuracy testing.
 - 2.5 Prepare the unofficial tabulation of precinct results on election night in accordance with Section 172.113, Texas Election Code.
 - 2.6 Prepare and submit to the SOS an electronic report of the number of votes, including early voting votes, received in each county election precinct by each candidate for a statewide office or the offices of President and Vice-President of the United States, U.S. Representative, state senator, or state representative, in accordance with Sections 67.017 and 172.124, Texas Election Code.

3. Compensation, Billing, and Payment.

- 3.1 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the Party shall pay the Contracting Officer for the actual expenses he/she incurs in accordance with Section 31.100, Texas Election Code and the leasing fees allowed under Section 123.033 (e) and (f), Texas Election Code, including without limitation, the costs and expenses of election supplies; newspaper publication of the testing notice only; use of voting machines and equipment; wages and salaries of the precinct election judges, alternate judges, and election clerks, members of the early voting ballot board, and central counting station personnel; programming the ballot; logic and accuracy testing, and voting machines and equipment transportation. Provided, that nothing herein shall be construed as permitting the Contracting Officer to be paid for costs or expenses for which reimbursement is not allowed under Section 31.100 or other sections of the Texas Election Code or under the SOS administrative rules or advisories relating to primary funds.
- 3.2 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the Party shall pay the Contracting Officer a fee of 10% of the total amount of the Contract (but not less than \$75) in accordance with Section 31.100(d), Texas Election Code.
- 3.3 Notwithstanding anything to the contrary in this Contract, the Contracting Officer may be paid money in advance to conduct the election and the runoff election from the Party, which must be paid into a separate county fund in accordance with Section 31.100(a), Texas Election Code, from which the Contracting Officer may make expenditures for the election and runoff election.
- 3.4 Notwithstanding anything to the contrary in this Contract, the Contracting Officer in a county with a population of 100,000 or more may seek direct payment of actual expenses incurred by the Contracting Officer in connection with the election or runoff election and in accordance with this Contract from the SOS in accordance with rules and procedures established by the SOS and Section 173.0832, Texas Election Code (created by NEW LAW, House bill 1789, 82nd Legislature, 2011).
- 3.5 Notwithstanding anything to the contrary in this Contract, the Contracting Officer may request the Party to pay directly to the precinct election and alternate judges and election clerks, members of the early voting ballot board, and the presiding and alternate judges and clerks of the central counting station the wages and salaries earned by them in connection with the election and runoff election.
- 3.6 A cost estimate for the services, equipment, and supplies provided by the Contracting Officer for the election and the runoff election is attached to and made part of this Contract as Exhibit A. The cost estimate should express costs in the categories set forth in the Party's Primary Cost Estimate and the Party's Primary Runoff Cost Estimate. The Party and the Contracting Officer acknowledge that the cost of the election and the runoff election is paid for from the county primary fund described in Section 173.031, Texas Election Code, with the county paying for the cost of early voting in accordance with

Section 173.003, Texas Election Code. The Contracting Officer and the Party also acknowledge their responsibility to comply with the administrative rules issued by the SOS relative to primary financing, 1 T.A.C. §§ 81.101-81.157.

- 3.7 As soon as reasonably possible after the election or the runoff election, the Contracting Officer will submit an itemized invoice to the Party (i) for the actual expenses he/she incurred as described in Paragraph 3.1 above and (ii) for the Contracting Officer's fee as described in Paragraph 3.2 above. The invoice shall reflect any advance monies paid under Paragraph 3.3 and any direct payments made under Paragraph 3.4. The Contracting Officer will use his/her best efforts to submit the invoice within 30 days after the election or within 10 days after the runoff election.
- 3.8 The Contracting Officer's invoice shall be due and payable by the Party to the address set forth in the invoice within 30 days after its receipt by the Party. If the Party disputes any portion of the invoice, The Party shall notify the Contracting Officer within such 30-day period or the invoice will be deemed to be a true and accurate rendering of the amount that is due.
- 4. **Early Voting.** In accordance with Section 83.002(2), Texas Election Code, the Contracting Officer is the early voting clerk for the election and the runoff election, both with respect to early voting in person and voting by mail. The county shall not be entitled to reimbursement from the Party for the cost of early voting, except for the cost of the ballots and the ballot programming for use of the voting system, as set forth in the administrative rules promulgated by the SOS.
- 5. **Voting System.** The voting system to be used in the election and runoff election is ES&S Ivotronics & M100s.
- 6. **Acknowledgement of Shared Election.** The Party acknowledges that the election is a Joint Primary under Section 172.126, Texas Election Code, and that the Contracting Officer, in accordance with Section 31.092(d), Texas Election Code, may enter into a similar Joint Primary Election Services Contract with any other political party in the same county that nominates its candidates for office by primary election. In such event, the Party agrees to share common polling places, the cost of ballot programming, voting equipment, and the common set of election workers with the other political party.
- 7. **General Provisions.**
 - 7.1 Nothing contained in this Contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the election or to the runoff election is to be filed, the place at which any function is to be carried out, the officers who conduct the official canvass of the election returns, the officer to serve as custodian of the voted ballots or other election records, or any other nontransferable functions specified by Section 31.096, Texas Election Code or other provisions of Texas law.

- 7.2 The Contracting Officer is the agent of the Party for purposes of contracting with third parties with respect to the election expenses within the scope of the Contracting Officer's duties, and the Contracting Officer is not liable for the Party's failure to pay a claim.
- 7.3 The Contracting Officer shall file copies of this Contract with the County Treasurer (County Judge, if there is not a County Treasurer) and the County Auditor of Navarro County, Texas.
- 7.4 Only the actual expenses directly attributable to the Contract may be charged to the Party by the Contracting Officer, including administrative fees, Section 31.100, Texas Election Code.
- 7.5 The Party remains liable to pay the Contracting Officer for the actual expenses directly attributable to the Contract, except as provided in Paragraph 4 above, whether or not the Party receives funds from the SOS under Chapter 173, Texas Election Code. Both parties acknowledge that the Party should not request the Contracting Officer to incur expenses in connection with the election and runoff election that are not reimbursable with primary funds under the SOS administrative rules or Texas Statutes and that the Contracting Officer should not incur expenses in connection with the election and runoff election that are not reimbursable with primary funds under the SOS administrative rules or Texas Statutes.
- 7.6 For purposes of implementing this Contract, the Contracting Officer and the Party designate the following individuals, and whenever the Contract requires submission of information or notice to the Contracting Officer or the Party, submission or notice shall be made to these individuals:

For the Contracting Officer:

Name **Danda Parker**
Mailing Address **P.O. Box 1018**
Corsicana, TX 75151
Tel.: **903-875-3330**
Fax: **903-875-3331**
Email: **dparker@navarrocounty.org**

For the Party:

Name **Eddie Pevehouse**
Mailing Address **416 W 3rd Ave**
Corsicana, TX 75110
Tel.: **903-872-3899**
Fax: _____
Email: _____

WITNESS THE FOLLOWING SIGNATURES AND SEALS ON THE RESPECTIVE DATES SHOWN BELOW:

The Contracting Officer

By [Signature]

Title Elections Administrator

Date 1/3/12

The Party

By Eddie L. Pevehouse

Title Chair Woman

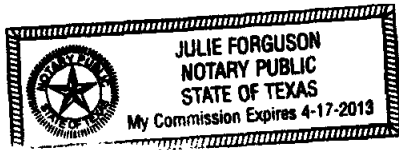
Date January 3, 2012

The State of Texas §

County of Navarro §

Before me, the undersigned authority, on this day personally appeared Eddie Pevehouse and Danda Parker known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office on this the 3rd day of Jan., 2012

(Seal)



Julie Ferguson

Signature of officer administering oath

Adm. Asst.

Title of officer administering oath

WEST ORDER FORM FOR WESTPACK PRODUCTS
 610 Opperman Drive
 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 Increase Credit Limit (NACI Form attached)

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

Acct # 1000234522 PO # _____ Date 12/20/2011

Name/Subscriber Navarro County Judges Bill To Acct # _____

Order Confirmation Contact Name Judge James Lagomarsino

E-Mail j.lagomarsino@navarrocouny.org

Westlaw Password Contact Name (for password delivery) Judge James Lagomarsino

F-Mail j.lagomarsino@navarrocouny.org

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

Name _____ Attn: _____

Address _____ Suite/Floor _____

City _____ State _____ County _____ Zip _____

WestPack WestlawPRO Products

REQUIREMENTS NEEDED

WestPack Promotion Code: WPK3

Full Svc #	WestlawPRO Products	# of Passwords/ FTEs/Students/ Terminals/ Conc. Patron/CD Users	Monthly Banded/ Base Rate	Per User Rate	Other	Total Monthly WestlawPRO Charges
40988732	Westlaw Next Gov. Select (3-8pts)	4	\$508		-15%	\$430.10
Notes:						

Total Monthly Charges \$ 430.10

WestPack Print and CD-ROM Products

-Quantity of WestPack Titles-

Full Svc #	WestPack Print and CD-ROM Products	New *	Existing **	List/CD-ROM Charges	Other	Total List/CD- ROM Charges
Keep Same Westpack						

† Total Charges _____

Approved in Comm. Court 1-9-12

† Total Charges includes charges from attached page 2, if applicable.

* This is a new title for Subscriber or Subscriber maintains an existing subscription to this WestPack title and desires additional copy(ies) - ship and enter subscription(s) for the requested title.

** Subscriber maintains existing subscription(s) to this WestPack title - do not ship.

Monthly WestlawPRO Charges and CD-ROM Charges are billed on the date West processes Subscriber's order and continue for the minimum term of complete calendar months elected by Subscriber with his/her initials below ("Minimum Term"). Subscriber also agrees to maintain all subscriptions to the WestPack print products (new and/or existing as set forth above) during the Minimum Term and the charges for Subscriber's WestPack print products (both initial print charges ("Initial WestPack Charges") and print and CD-ROM subscription services charges including CD-ROM Charges ("WestPack Subscription Charges") shall be billed as set forth herein. Upon conclusion of the Minimum Term, CD-ROM Charges and WestPack Subscription Charges are billed thereafter at up to then-current rates. Any additional users added to any existing Per User WestlawPRO and/or CD-ROM product licensed by Subscriber from West shall be tied to the Minimum Term of the underlying Order Form for such product(s).

Subscriber's Initials for 12, 24 or 36 Month Minimum Term

12 Month Minimum Term for WestlawPRO, WestPack Print and CD-ROM Products - 20% WestPack Print and CD-ROM Product discount (new and existing)

24 Month Minimum Term for WestlawPRO, WestPack Print and CD-ROM Products - 30% WestPack Print and CD-ROM Product discount (new and existing) - Monthly WestlawPRO Charges for second 12 months not to increase by more than % over Monthly WestlawPRO Charges for initial 12 months.

36 Month Minimum Term for WestlawPRO, WestPack Print and CD-ROM Products - 50% WestPack Print and CD-ROM Product discount (new and existing) - Monthly WestlawPRO Charges for second 12 months not to increase by more than % over Monthly WestlawPRO Charges for initial 12 months and Monthly WestlawPRO Charges for third 12 months not to increase by more than % over Monthly WestlawPRO Charges for second 12 months.

Non-Government Subscribers Only: Upon conclusion of the WestlawPRO Minimum Term, the Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods ("Renewal Term"), and the Monthly WestlawPRO Charges for the Renewal Term(s) will increase 7% per year unless either party gives written notice of cancellation to the other party at least 30 days in advance of any Renewal Term, including the first Renewal Term. Additionally, West may at its discretion provide Subscriber with notice at least 60 days in advance of any Renewal Term of a Monthly WestlawPRO Charge increase different from 7% after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. Excluded Charges may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. During any Renewal Term, Subscriber's access to and use of Westlaw shall be governed by the Subscriber Agreement.

Government Subscribers Only: Upon conclusion of the WestlawPRO Minimum Term, Monthly WestlawPRO Charges are billed thereafter at up to then-current rates. Excluded Charges and Monthly WestlawPRO 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. After the Minimum Term, Subscriber's access to and use of Westlaw shall be governed by the Subscriber Agreement.

Subscriber's Initials. Subscriber has 2 attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel and the like), corporate users or students and Personnel (if ordering a Paralegal Plan) for the location identified above or FTE's (if ordering Campus Research) for WestlawPRO, CD-ROM cum law and/or West LegalEdcenter orders. If West learns that the actual number exceeds the number certified above, West reserves the right to increase Subscriber's charges as applicable.

Internal Corporate Use Only BND

Technical Contacts for Westlaw Patron Access and Campus Research and Thomson Innovation Administrator

Technical Contact Name (please print): _____

Telephone: _____

E-Mail Address: _____

Current Account #: _____

Patron Access: IP Address: _____

(One IP Address per terminal. Additional pages may be attached if needed.)

Campus Research: IP Address Range _____

* Orders submitted without IP Address information may delay set up and access

Subscriber Initials _____ Terminals will be used for Patron Access (not required for Campus Research).

Subscriber Initials _____ Concurrent users will be used for Patron Access (not required for Campus Research).

In the event Subscriber desires to increase the number of publicly accessible terminals or concurrent users, Subscriber must contact West. If West learns that Subscriber has increased the number of publicly accessible terminals, West reserves the right to increase Subscriber's charges as applicable.

For Internal Office Use Only

OF Instructions: Max Concu = # of terms/term to WTC/Bik And/VI term = 5 atty = 1 pw/Tech cost = 59

Thomson Innovation Administrator Name (please print): _____

E-Mail Address: _____

WeatherPRO Renewals	
<small>*Current Monthly WeatherPRO Charges below table(s) in effect as of the date of this Order Form and may not be the next(s) in effect when next(s) for the Renewal Term is/are scheduled, depending on the length of the current Minimum Term or current Renewal Term.</small>	
Sub Mail #	Current Monthly WeatherPRO Charge*

WeatherPRO Products		Current Monthly WeatherPRO Charge*
Weeks:		

Subscriber's include the 12 Month Renewal Term ** Subscriber agrees to commit to an additional 12 months and the Monthly WeatherPRO Charge for the such additional 12 months shall be % more than the Monthly WeatherPRO Charge in effect at the end of the current Minimum Term and/or current Renewal Term.

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

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

In the event a promotion in the underlying Order Form required Subscriber to maintain a subscription to certain Work products in order to be eligible for such promotion ("Dependency Subscription(s)"), Subscriber must also maintain such Dependency Subscription(s) during the Renewal Term so that Subscriber may be eligible for the pricing set forth herein. In the event Subscriber terminates any of the Dependency Subscription(s) during the Renewal Term, any promotions and related discounts for the Dependency Subscription(s) shall immediately terminate.

**Effective at the end of the current Minimum Term or current Renewal Term.

Non-Government Subscribers Only: Upon completion of the Renewal Term described above, the Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods, and the Monthly WeatherPRO Charge for the Renewal Term(s) will increase 7% per year unless either party gives written notice of cancellation to the other party at least 30 days in advance of any Renewal Term. Additionally, West may at its discretion provide Subscriber with notice at least 60 days in advance of any Renewal Term of a Monthly WeatherPRO Charge increase different than 7% after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. Excluded Charges may be modified as set forth in the Subscriber Agreement. Subscriber is responsible for all Excluded Charges as listed. During any Renewal Term, Subscriber's access to and use of Weather shall be governed by the Subscriber Agreement.

Government Subscribers Only: Upon completion of the Renewal Term described above, Monthly WeatherPRO Charge will transfer at then current rates. Excluded Charges and Monthly WeatherPRO Charge (after the Renewal Term) may be modified as set forth in the Subscriber Agreement. Subscriber is responsible for all Excluded Charges as listed. During the Renewal Term and thereafter, Subscriber's access to and use of Weather shall be governed by the Subscriber Agreement.

Weather Forward and QuickView*					
Last Name	First Name	AVR	LD	TRN	Other
Legonathio	Lertisa	<input checked="" type="checkbox"/>			
Pullman	Aminda	<input checked="" type="checkbox"/>			
Davenport	H.M.			<input checked="" type="checkbox"/>	
Buder	Melissa			<input checked="" type="checkbox"/>	

Subscriber shall authorize which Weather personnel(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 the accuracy of charges or other information on QuickView. Authorized Weather Forward/Leader for Weather QuickView:

Last Name _____ First Name _____ E-mail _____

Additional Non-WestPack WestlawPRO, CD-ROM and West LegalEducenter Products						
Full Inv #	Non-WestPack WestlawPRO/CD-ROM/WLEC Products	# of Parts Case, CD Lines	No. Rented/ Regs Rate	For User/Case, User Rate	Other	Total Monthly WestlawPRO/CD/WLEC Charges
Notes:						

Total Monthly Charges \$ _____

Monthly WestlawPRO Charges, CD-ROM Charges and West LegalEducenter Charges, are billed on the date West processes Subscriber's order and continue for a minimum of 12 complete calendar months ("Minimum Term"). Upon conclusion of the Minimum Term, CD-ROM Charges are billed thereafter at then-current rates. If Subscriber elects a longer Minimum Term the Monthly WestlawPRO Charges and/or West LegalEducenter Charges will be billed as set forth herein. Any additional users added to any existing Per User WestlawPRO and/or CD-ROM product licensed by Subscriber from West shall be tied to the Minimum Term of the underlying Order Form for such product(s).

Subscriber's Initials for 24 Month WestlawPRO and/or West LegalEducenter Minimum Term Subscriber agrees to commit to a Minimum Term of 24 months and the Monthly WestlawPRO Charges and/or West LegalEducenter Charges for the second 12 months not to increase by more than _____% over the Monthly WestlawPRO Charges and/or West LegalEducenter Charges for the initial 12 months.

Subscriber's Initials for 36 Month WestlawPRO and/or West LegalEducenter Minimum Term Subscriber agrees to commit to a Minimum Term of 36 months and the Monthly WestlawPRO Charges and/or West LegalEducenter Charges for the second 12 months not to increase by more than _____% over the Monthly WestlawPRO Charges and/or West LegalEducenter Charges for the initial 12 months and the Monthly WestlawPRO Charges and/or West LegalEducenter Charges for the third 12 months not to increase by more than _____% over the Monthly WestlawPRO Charges and/or West LegalEducenter Charges for the second 12 months.

Non-Government Subscribers Only: Upon conclusion of the WestlawPRO Minimum Term, including West LegalEducenter product(s) that are part of a WestlawPRO Select, the Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods ("Renewal Term"), and the Monthly WestlawPRO Charges for the Renewal Term(s) will increase 7% per year unless either party gives written notice of cancellation to the other party at least 30 days in advance of any Renewal Term, including the first Renewal Term. Additionally, West may at its discretion provide Subscriber with notice at least 60 days in advance of any Renewal Term of a Monthly WestlawPRO Charge increase different from 7% after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. Excluded Charges may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. During any Renewal Term, Subscriber's access to and use of Westlaw shall be governed by the Subscriber Agreement. Upon conclusion of the West LegalEducenter Minimum Term, as applicable solely to West LegalEducenter product(s) that are not part of a WestlawPRO Select, West LegalEducenter Charges are billed thereafter at up to then-current rates.

Government Subscribers Only: Upon conclusion of the WestlawPRO and/or West LegalEducenter Minimum Term, Monthly WestlawPRO Charges and/or West LegalEducenter Charges are billed thereafter at up to then-current rates. Excluded Charges and Monthly WestlawPRO 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. After the Minimum Term, Subscriber's access to and use of Westlaw shall be governed by the Subscriber Agreement.

Subscriber's Initials Subscriber has _____ attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel and the like), corporate users or students and Personnel (if ordering a Paralegal Plan) for the location identified above or FTI's (if ordering Corpus Research) for WestlawPRO. CD-ROM users and/or West LegalEducenter orders. If West learns that the actual number exceeds the number certified above, West reserves the right to increase Subscriber's charges as applicable.

CD-ROM/DVD and/or West LegalEducenter annual billing (please check if requested)

West LegalEducenter Online Features and Services

Subscriber's Initials - Subscriber acknowledges that each user will receive an initial e-mail communication from West LegalEducenter which includes important information about using the service (including usernames and password), as well as ongoing communication regarding new online programs available in their practice area(s) and special announcements. Subscriber's users may opt out after the initial e-mail communication.

Programs included from the Online CLE Pass shall be billed at then-current rates via credit card billing.

Additional Non-WestPack Print Products					
Full Inv #	Non-WestPack Print Products	Quantity	List Charges	Other	Charges
Notes:					

Total Charges \$ _____

Terms of Payment for Print Products. West's standard terms of payment for print products purchased are net 30 days. West may elect to accept installment payments on the purchase price. Installment payment terms are \$ _____ per month plus tax for approximately _____ months until the purchase price, plus any additional financing under the Order Form, is paid in full.

Subscription Services, Parameters and West Inc. Subscription service may consist of online and/or print products, including but not limited to: (a) CD-ROM Libraries; updated, replacement or supplemental CD-ROMs, and online updates, and other related supplemental materials; (b) Print Products: product sets, pamphlets, replacement or auxiliary software, keypad paper and other related supplemental materials; all of which may be billed separately at their current rates. Subscriber hereby requests that West provide subscription services for the hard-copy/print products at their current rates until such subscription services are cancelled by West or extended upon written request by Subscriber after the Maximum Term for WebPrint print or CD-ROM products. Any payments issued herein may only be used by the person to whom the payment is issued and sharing of payments is STRICTLY PROHIBITED. Subscribers licensing only Linotype/Dynatalk/TrueType/Adobe Fonts will not be billed. West's standard terms. Any West has extensive licensed hardware must enable on a dedicated server provided and maintained by Subscriber at Subscriber's expense, and such server must be accessible to all Subscriber's authorized users. Subscriber's Windows Doc & Form Builder Data will be web hosted by West. Upon installation of any Windows Doc & Form Builder application, which Windows Doc & Form Builder Data of Subscriber that is stored on West servers will be destroyed within 180 days of such installation. General Provisions. This Order Form is subject to approval by West, a Tennessee business having ("West") in St. Paul, Minnesota and is governed by Minnesota law. The user and related source coding in Minnesota will have exclusive jurisdiction over any claim arising there or related in the agreement. Applicable state, tax, personal property, and other state income charges. If any installation, subscription, subscription services, Windows Changes or open account charges remain unpaid 30 days after becoming due, all unreported installations, including all accounts 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. Installment charges may be adjusted to the then-current amount via electronic on Minnesota accounts. This Order Form is non-negotiable. All collection fees, including but not limited to attorney fees, are payable by Subscriber. Transportation and handling (COD charges) charges will be added for printed customer credit information on the submittal of the underlying if the underlying is applying for credit as an individual or if the underlying's consumer credit information is necessary for West to consider granting credit to the administrative company. If Subscriber requires whether a credit report was requested, West will provide information of such, if a report was requested and the name, address and telephone number of the agency that supplied the report.

Windows. If Subscriber is not completely satisfied with any non-WebPrint print or non-WebPrint CD-ROM product received from West, the product may be returned within 45 days of the invoice date for a full refund or credit, in accordance with West's then-current return policies. Windows Changes and West Legal/Technical Changes are not refundable.

	Default CD-ROM Products to be Licensed	Full Payment
40883078	Government Select (3-6)	2

The Subscriber Agreement for Windows and OS/2-NT Libraries, the applicable Schedule A price plan, the Windows/PSD products under CD-ROM Libraries products, under the West Legal/Technical Subscriber Agreement (the West Legal/Technical products under the Tennessee Hardware Schedule and Third Party Terms Schedule (the Tennessee Hardware) individually or jointly, as applicable, ("Subscriber Agreement") were 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 their signature below, acknowledges their understanding and acceptance of the terms and conditions of the Subscriber Agreement.

Signature: X H. M. Davenport, Jr. Date: January 9, 2012

AUTHORIZED REPRESENTATIVE FOR ORDER FORM

Printed Name: H. M. DAVENPORT, JR.

Title: NAVARRO COUNTY JUDGE

Date: JANUARY 9, 2012

Signature: X H. M. Davenport, Jr.

For Credit Card Transactions only: Visa MasterCard Am Ex

Card #: Exp. Date: Total Amt. to Charge:

Western Government Select Modules Addendum
PROGRAM ID: CPNO

Date 12/20/2011

Account Name Navarro County Judges

Account Number 1000234622

Subscriber's Initials for Modules elected by Subscriber

Please enter the state designation for each applicable Core and State-Specific module specified

5

- Core**
- Western Select State Core: _____
 - Regulatory Core
 - Federal Primary Core
 - State Specific Modules**
 - Administrative
 - Appellate Court Briefs
 - Business Law
 - Civil Proceedings, Motions & Memoranda
 - Construction Law
 - Criminal Secondary
 - Employment Law
 - Environmental Law
 - Estate Planning
 - Family Law
 - Federal Materials
 - Legislative History
 - Municipal Law
 - Municipal Law Commentator
 - Real Property
 - National and Tribal Modules**
 - 50 State Statutes Survey
 - Advanced Employment Practices
 - Advanced Licensing Outside Counsel
 - All Analytical
 - All Bids
 - All Federal Cases
 - All News
 - All Primary Law
 - All State Cases
- National and Tribal Modules (Continued)**
- All State Primary Law
 - American Jurisprudence (AMJUR)
 - American Jurisprudence Legal Items
 - American Law Reports (ALR)
 - Bill & Regulatory Tracking
 - Case Behavior
 - Corporate Forms
 - Corpus Juris Secundum (CJS)
 - Criminal and Arrest Records
 - Employment Coordinator
 - Federal Primary Law
 - Forms Library (Formerly All Forms)
 - Global Statutes
 - Law Reviews and Journals
 - Legislative History-Federal & All State
 - National Criminal Secondary
 - National Public Records
 - National Bankruptcy Law
 - Postal Locator
 - People Map Comprehensive
 - Real Property
 - Real Property Construction
 - RegulationsPlus
 - US News
 - TX Analytical
 - _____
 - _____
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RAMB:K

562.doc

WEST.

A Thomson Reuters business

Government Accounts Only

Addendum to West Order Form for WestlawPRO Orders

Subscriber: Navarro County Judges

Account #: 1000234522

Date of Order Form: 12/20/2011

1. Effect of Addendum. The underlying Subscriber Agreement for Westlaw and CD-ROM Libraries, West Order Form and Schedule A Plan 2 WestlawPRO (collectively the "Subscriber Agreement"), between Subscriber and West is amended as specifically set forth herein to incorporate the terms of this Addendum. As amended, the Subscriber Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum shall have the meanings attributed to them in the Subscriber Agreement. This Addendum supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Subscriber Agreement and the terms and conditions of this Addendum, the terms and conditions of this Addendum shall control.

2. Modification of Order Form-Non Availability of Funds. If Subscriber fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to continue service under the Order Form, or if Subscriber receives a lawful order issued in or for any fiscal year during the Minimum Term or Renewal Term of the Order Form that reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, Subscriber may submit a written notice to West seeking cancellation of the service, the Subscriber Agreement and the Order Form, if permitted under applicable law. Subscriber shall provide West with notice not less than thirty (30) days prior to the date of cancellation, and shall include a written statement documenting the reason for cancellation, including the relevant statutory authority for cancelling, and an official document certifying the non-availability of funds (e.g., executive order, an officially printed budget or other official government communication). Upon West's receipt of a valid cancellation notice, Subscriber shall pay all charges incurred for any products and/or services received prior to the effective date of the cancellation (and in the case of print/CD-ROM products, return all unpaid print/CD-ROM products and updates).

West, a Thomson Reuters business

Accepted by: _____

Title: _____

Date: _____

Subscriber

Signed: 

Name (please print): H.M. DAVENPORT, Jr.

Title: NAVARRO County Judge

Date: JANUARY 9, 2012

*
⑥

#18

36



BROWN & COMPANY CPAs, PLLC

CERTIFIED PUBLIC ACCOUNTANTS AND MANAGEMENT CONSULTANTS

November 28, 2011

North Texas HIDTA
Lance Sumpter, Director
8404 Esters Boulevard, Suite 100
Irving, TX 75063

Dear Mr. Sumpter:

This letter sets forth our understanding of the terms and objectives of the services we are to provide to the Navarro County Sheriff's Office two High Intensity Drug Trafficking Areas (HIDTA) Grants as follows:

- 1. Grant # G09NT0001A
- 2. Grant # G10NT0001A

We will audit the Statement of Grantee Costs Claimed for the grant years listed above. These grants may still be operational; therefore our audit cut off will be December 31, 2011. The objective of our audit is the expression of an opinion on the Statement of Grantee Costs Claimed.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records of the Navarro County Sheriff's Office and North Texas HIDTA for the HIDTA program and other procedures that we consider necessary in the circumstances to enable us to express an opinion that the Statement of Grantee Costs Claimed are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. If our opinion is other than unqualified, we will discuss the reasons for not being unable to issue an unqualified opinion with you in advance. If, for any reason, we are unable to complete the audit, or are unable to form, or have not formed, an opinion, we may decline to express an opinion or decline to issue a report as a result of the audit.

As part of our audit, we will obtain an understanding of the organization's internal control to plan the audit and to determine the nature, timing and extent of auditing procedures necessary for expressing our opinion concerning the Statement of Grantee Costs Claimed and not to provide assurance on the internal control or to identify control deficiencies. However, we are responsible for ensuring that the Fiduciary and the Office of National Drug Control Policy (ONDCP) are aware of any control deficiencies or material weaknesses which come to our attention. The management of the North Texas HIDTA is responsible for establishing and maintaining effective internal control over financial reporting. To fulfill this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of internal control policies and procedures. The objectives of internal control are to provide management with reasonable, rather than absolute, assurance that assets are safeguarded against loss from

LARGO
1101 MERCANTILE LANE, SUITE 122
LARGO, MD 20774
(240) 492-1400 • FAX: (301) 773-2090
mail@brownco-cpas.com

RICHMOND
1504 SANTA ROSA ROAD, SUITE 107
RICHMOND, VA 23229
(804) 288-2006 • FAX: (804) 288-2233
tdavis@brownco-cpas.com

North Texas HIDTA
November 28, 2011
Page 2

unauthorized use or disposition, and those transactions are executed in accordance with management's authorization and recorded properly to permit the preparation of the Statement of Grantee Costs Claimed in accordance with accounting principles generally accepted in the United States of America. Because of inherent limitations in any internal control, errors may nevertheless occur and not be detected. Also, projection of internal control to future periods is subject to the risk that procedures may become inadequate because of changes in conditions, or that the effectiveness of the design and operation of policies and procedures may deteriorate.

Our audit will include procedures designed to provide reasonable rather than absolute assurance that the Statement of Grantee Costs Claimed are free of material misstatements, whether caused by error or fraud. As you are aware, however, there are inherent limitations in the auditing process. For example, audits are based on the concept of selective testing of data being examined and are, therefore, subject to the limitation that such matters, if they exist may not be detected.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We understand that you will provide us with the basic information required for our audit and that you are responsible for the accuracy and completeness of that information. We understand that you are also responsible for identifying and ensuring that the North Texas HIDTA complies with the laws and regulations applicable to its activities. We will advise you about appropriate accounting principles and their application; however, the responsibility for the Statement of Grantee Cost Claimed remains with you. This responsibility includes the maintenance of adequate records and related internal control structures, policies and procedures, the selection and application of accounting principles, and the safeguarding of assets.

Management is also responsible for: (1) the design and implementation of programs and controls to prevent and detect fraud; (2) informing us about any fraud or suspected fraud affecting the organization involving management, employees who have significant roles in internal control, or others where fraud could have a material effect on the Statement of Grantee Costs Claimed; and (3) informing us about any allegations of fraud affecting the organization received in communications from employees, former employees, analysts, and regulators.

At the conclusion of the engagement, management will provide to us a representation letter that, among other things, will confirm management's responsibility for the preparation of the Statement of Grantee Costs Claimed in accordance with generally accepted accounting principles or other applicable basis of accounting; the availability of financial records and related documents; compliance with provisions of laws, regulations, contracts and grants; the completeness and availability of all minutes of board of directors (and committee) meetings; and the absence of fraud involving management or those employees who have significant roles in internal controls.

North Texas HIDTA
November 28, 2011
Page 3

We understand that management is responsible for adjusting the Statement of Grantee Costs Claimed to correct material misstatements and for affirming to the auditor in the representation letter that the effects of any uncorrected misstatements aggregated by the auditor during the current engagement, and pertaining to the grants being audited, are immaterial, both individually and in the aggregate, to the Statement of Grantee Costs Claimed taken as a whole.

Our audit is not specifically designed and cannot be relied on to disclose significant deficiencies in the design or operation of the internal control. However, during the audit if we become aware of such deficiencies or ways that we believe management's practices can be improved, we will communicate them to you in a separate letter.

We expect to begin our audit fieldwork on January 23, 2012 and to issue our opinion on your Statement of Grantee Costs claimed by the Navarro County Sheriff's Office as soon as possible thereafter.

Our fees have been negotiated with the Office of National Drug Control Policy.

Additional audit procedures in conjunction with the HIDTA Grant Audit include the following:


- The final copy of our audit report will be provided to the Office of National Drug Control Policy (ONDCP)
- Any findings and comments included in the final audit report will be resolved with and by the ONDCP
- We will conduct an exit conference with the auditee, and this exit conference may be by telephone conference call.

We appreciate the opportunity to be of service to the North Texas HIDTA. If this letter correctly expresses your understanding, please sign the enclosed copy where indicated and return it to us. We look forward to working with you.

If you have any questions or comments, please let us know.

Very truly yours,

Brown & Company CPAs, PLLC


Milton Hatcher, Member

North Texas HIDTA
November 28, 2011
Page 4

Approved and Accepted for:

The North Texas HIDTA



Signature

Lance Sumner, Director

Print Name and Title

12/6/2011

Date

North Texas HIDTA
November 28, 2011
Page 5

Approved and Accepted for:

Navarro County Sheriff's Office

Kathy B. Hollomon
Signature

Kathy B. Hollomon, CPA
Print Name and Title
Navarro County Auditor

1/9/2012
Date

The fiduciary is contractually responsible for the grant funds. However, because of the unique relationship between HIDTA and fiduciary, we need to hold both responsible. We need both Signatures on engagementment Letter