NAVARRO COUNTY COMMISSIONER'S COURT

A Special meeting of the Navarro County Commissioner's Court was held on Monday, the 25th day of June, 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. 10:00 a.m. Motion to convene by Comm. Herrington sec by Comm. Warren All voted aye motion carried
- 2. Opening prayer by Judge Davenport
- 3. Pledge of Allegiance
- 4. Public Comments-No comments

CONSENT AGENDA

Motion to approve the consent agenda items 5-7 by Comm. Olsen sec by Comm. Martin All voted aye motion carried

- 5. Motion to approve the minutes from the previous meetings of June 11th, 2012
- 6. Motion to approve and pay bills as submitted by the County Auditor including current bills and payroll (paid 615/2012)
- 7. Approve budget adjustment to move budgeted funds from Information Systems Repairs & Maintenance (101-407-455) to Non Departmental Internet & E-Mail (101-406-416)

REGULAR AGENDA

- 8. Motion to approve payment of invoices from FCC Environmental in the amount of \$5,069.23 for pumping liquid from underground storage tank at 3201 West Hwy 22, Corsicana, TX by Judge Davenport sec by Comm. Olsen All voted aye motion carried
- 9. Motion to approve County Auditor's April 2012 monthly financial reports pursuant to LGC Sec. 114.024 by Comm. Martin sec by Comm. Olsen All voted aye motion carried TO WIT PG 436-437
- 10. Motion to approve County Auditor's May 2012 monthly financial reports pursuant to LGC Sec. 114.024 by Comm. Herrington sec by Comm. Martin

All voted aye motion carried

TO WIT PG 438-440

- 11. Motion to approve Google Order form and Amendment for additional e-mail addresses by Martin sec by Comm. Warren

 All voted aye motion carried

 Motion to approve Google Order form and Amendment for additional e-mail addresses by Martin sec by Comm. Warren

 All voted aye motion carried
- 12. Motion to approve Interlocal Agreement with Rockwall County for the purchase of surplus security equipment by Comm. Herrington sec by Comm. Olsen All voted aye motion carried TO WIT PG 443-444
- 13. Motion to approve authorization of Corsicana Fire Chief and Volunteer Fire Department Chiefs to sign FEMA completion reports (form P4.) by Judge Davenport sec by Comm. Martin All voted aye motion carried TO WIT PG 445-448
- 14. Motion to approve Renewal Application for Law Enforcement Professional Liability Coverage with Texas Association of Counties by Comm. Martin sec by Comm. Olsen All voted aye motion carried
 TO WIT PG 449-454
- 15. Motion to approve Substance Abuse Professional (SAP) Service Agreement by Comm. Herrington sec by Comm. Martin
 All voted aye motion carried

 TO WIT PG 455-457
- 16. Motion to approve the quoted price from East Texas Truck Systems for the purchase of a 2350 gallon water truck for Precinct 3 by Comm. Warren sec by Comm. Olsen

 All voted aye motion carried

 TO WIT PG 458-460
- 17. Motion to go into Executive Session Pursuant to the Texas Government Code Section 551.074 to discuss Personnel by Comm. Herrington sec by Comm. Olsen All voted aye motion carried

Motion to come out of Executive Session by Comm. Herrington sec by Comm. Olsen All voted aye motion carried

- 18. No action taken on Executive Session Pursuant to the Texas Government Code Section 551.074
- 19. Motion to go into Executive Session Pursuant to the Texas Government Code section 551.071 to discuss Pending/Anticipated Litigation by Comm. Herrington sec by Comm. Olsen All voted aye motion carried

- 20. Motion to approve action taken on Executive Session Pursuant to the Texas Government Code Section 551.071 to file suit on MERS by Judge Davenport sec by Comm. Martin All voted aye With Comm. Herrington voting no motion carried 4-1
- 21. 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 JUNE 25TH, 2012.

SIGNED 25TH DAY OF JUNE 2012.

SHERRY DOWD, COUNTY CLERK



Navarro County
APRIL 2012
Financial Report
by Fund

	Current					
	Budget	Month	YTD			
General Fund:						
Revenues						
Property Taxes	12,884,012.00	212,562.41	12,246,453.53			
Other	4,768,519.31	575,241.00	2,907,964.89			
Total	17,652,531.31	787,803.41	15,154,418.42			
Expenditures						
Commissioner's Court	83,743.00	5,521.85	45,086.45			
Planning & Dev.	327,948.00	23,597.98	178,769.10			
County Clerk	626,728.00	67,394.62	388,506.97			
District Clerk	424,406.00	26,147.31	228,980.99			
Veterans' Service	20,481.00	1,592.43	11,467.48			
Non Departmental	1,963,914.65	88,741.24	1,082,474.47			
Information Systems	92,271.00	6,882.27	43,541.56			
HAVA	10,000.00	0.00	45,871.43			
Elections	222,077.00	12,748.03	102,318.44			
Courthouse	736,547.88	34,166.85	481,450.34			
Extension	210,493.00	17,486.45	126,008.85			
Historical Commission	9,800.00	0.00	5,685.95			
County Judge	261,203.00	17,260.63	136,556.16			
County Court-at-law	318,750.00	34,650.05	150,649.47			
District Court	671,702.00	42,074.48	344,070.64			
JP Pct 1	182,873.00	14,381.33	113,252.88			
JP Pct 2	180,699.00	13,649.08	109,629.86			
JP Pct 3	175,935.00	13,351.95	104,357.40			
JP Pct 4	186,254.00	13,940.61	113,522.22			
District Attorney	824,974.00	60,446.47	445,984.83			
Law Library	5,411.00	942.78	2,823.90			
County Auditor	474,331.00	31,060.25	279,052.81			
County Treasurer	163,581.00	13,310.04	95,972.48			
Tax Assessor/Collector	507,513.00	38,731.82	291,990.36			
County Jail	5,011,036.00	428,093.83	2,707,250.24			
Constable Pct 1	39,597.00	2,595.70	17,299.32			
Constable Pct 2	40,029.00	2,554.48	16,764.88			
Constable Pct 3	4,414.00	300.30	4,421.63			
Constable Pct 4	37,005.00	2,597.16	17,977.49			
Sheriff	3,104,073.00	257,524.74	1,677,247.36			
Sheriff Communications	693,304.00	65,245.31	384,439.90			
Highway Patrol	84,940.00	6,710.86	52,186.00			
License & Weights	3,400.00	140.00	592.54			
Emergency Mgt	42,000.00	3,408.70	13,571.75			
CSCD	12,000.00	870.93	6,093.83			
Juvenile Expenditures	108 ,937.00	7,295.16	53,395.52			
Indigent Health	490,000.00	0.00	275,278.33			
Total	18,352,370 .53	1,355,415.69	10,154,543.83			
General Net	(699,839.22)	(567,612.28)	4,999,874.59			

Navarro County APRIL 2012 Financial Report

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	by Fund	Current	
	Budget	Month	YTD
Road & Bridge Pct. 3			
Revenues			
Property Taxes	689,675.00	11,405.25	662,607.21
State of TX	32,007.94	7,802.25	18,240.96
Vehicle Registration	225,000.00	16,645.20	61,313.70
Fines & Forfeitures	135,000.00	0.00	0.00
Other	5,598.09	258.56	5,384.78
Total	1,087,281.03	36,111.26	747,546.65
Expenditures			
Personnel	530,650.00	47,829.41	291,733.72
Supplies	465,000.00	46,285.41	235,980.28
Other Svcs & Charges	183,170.94	4,938.05	51,034.48
Capital Outlay	106,111.00	3,425.87	33,759.09
Total	1,284,931.94	102,478.74	612,507.57
R & B #3 Net	(197,650.91)	(66,367.48)	135,039.08
Road & Bridge Pct. 4			
Revenues			
Property Taxes	689,675.00	11,405.25	662,608.61
State of TX	24,449.52	0.00	10,438.71
Vehicle Registration	225,000.00	16,645.20	61,313.70
Fines & Forfeitures	135,000.00	0.00	0.00
Other	5,798.10	248.46	5,108.99
Total	1,079,922.62	28,298.91	739,470.01
Expenditures	_,_,_,		, 55, , , 5.52
Personnel	503,487.00	34,398.58	249,105.85
Supplies	536,449.52	42,647.33	264,669.56
Other Svcs & Charges	175,500.00	2,815.50	51,182.57
Capital Outlay	54,468.00	1,622.32	11,356.24
Total	1,269,904.52	81,483.73	576,314.22
R & B # 4 Net	(189,981.90)	(53,184.82)	163,155.79
N G D # 4 Net	(105,501.50)	(33,104.62)	103,133.73
Taxes Recorded for April 2	2012		
General Fund		174,298.10	12,420,751.63
Flood Control		3,140.46	229,640.84
Debt Service		7,096.35	506,035.00
Road & Bridge	_	37,750.88	
Total		222,285.79	15,844,612.89



Navarro County MAY 2012 Financial Report by Fund

	Current				
	Budget	Month	YTD		
General Fund:					
Revenues					
Property Taxes	12,884,012.00	174,179.76	12,420,633.29		
Other	4,768,519.31	596,405.56	3,504,370.45		
Total	17,652,531.31	770,585.32	15,925,003.74		
Expenditures					
Commissioner's Court	83,743.00	5,783.30	50,869.75		
Planning & Dev.	327,948.00	23,432.64	202,201.74		
County Clerk	626,728.00	37,056.99	425,563.96		
District Clerk	424,406.00	24,256.11	253,237.10		
Veterans' Service	20,481.00	2,009.93	13,477.41		
Non Departmental	1,963,914.65	334,191.30	1,417,126.92		
Information Systems	92,271.00	9,022.02	52,563.58		
HAVA	10,000.00	0.00	45,871.43		
Elections	222,077.00	26,349.50	128,667.94		
Courthouse	736,547.88	42,569.51	524,019.85		
Extension	210,493.00	17,844.47	143,853.32		
Historical Commission	9,800.00	0.00	5,685.95		
County Judge	261,203.00	17,200.60	153,756.76		
County Court-at-law	318,750.00	39,633.62	190,283.09		
District Court	671,702.00	79,697.26	423,767.90		
JP Pct 1	182,873.00	13,217.71	126,470.59		
JP Pct 2	180,699.00	13,245.84	122,875.70		
JP Pct 3	175,935.00	14,046.39	118,403.79		
JP Pct 4	186,254.00	13,328.30	126,389.37		
District Attorney	824,974.00	65,251.43	511,451.26		
Law Library	5,411.00	942.51	3,766.41		
County Auditor	474,331.00	36,402.18	315,454.99		
County Treasurer	163,581.00	12,786.32	108,758.80		
Tax Assessor/Collector	507,513.00	39,719.81	331,710.17		
County Jail	5,011,036.00	399,425.03	3,106,675.27		
Constable Pct 1	39,597.00	2,349.26	19,648.58		
Constable Pct 2	40,029.00	2,308.24	19,073.12		
Constable Pct 3	4,414.00	238.74	4,660.37		
Constable Pct 4	37,005.00	2,308.24	20,285.73		
Sheriff	3,104,073.00	310,042.61	1,987,289.97		
Sheriff Communications	693,304.00	51,516.58	435,956.48		
Highway Patrol	84,940.00	6,550.80	58,736.80		
License & Weights	3,400.00	0.00	592.54		
Emergency Mgt	42,000.00	7,923.32	21,495.07		
CSCD	12,000.00	0.00	6,093.83		
Juvenile Expenditures	108,937.00	8,358.52	61,754.04		
Indigent Health	490,000.00	106,417.16	381,695.49		
Total	18,352,370.53	1,765,426.24	11,920,185.07		
General Net	(699,839.22)	(994,840.92)	4,004,818.67		

Prenared hy: Matalia Dahincan

Navarro County MAY 2012 Financial Report by Fund

	Current				
	Budget	Month	YTD		
Flood Control					
Revenues					
Property Taxes	240,846.00	3,140.46	229,640.84		
Other	2,300.00	576.85	4,247.99		
Total	243,146.00	3,717.31	233,888.83		
Expenditures	400,000.00	26,952.14	95,530.98		
Flood Control Net	(156,854.00)	(23,234.83)	138,357.85		
Debt Service					
Revenues					
Property Taxes	476,137.00	7,096.35	506,035.00		
Other	1,500.00	55.70	495.73		
Total	477,637.00	7,152.05	506,530.73		
Expenditures	528,845.00	0.00	503,440.00		
Debt Svc. Net	(51,208.00)	7,152.05	3,090.73		
Road & Bridge Pct. 1					
Revenues					
Property Taxes	689,675.00	9,437.72	672,047.79		
State of TX	23,367.50	367.50	10,806.20		
Vehicle Registration	225,000.00	12,236.55	73,550.25		
Fines & Forfeitures	135,000.00	81,496.46	81,496.46		
Other	5,598.09	502.43	7,163.39		
Total	1,078,640.59	104,040.66	845,064.09		
Expenditures		5			
Personnel	422,995.00	29,407.48	247,987.95		
Supplies	345,000.00	23,930.18	206,253.87		
Other Svcs & Charges	194,900.00	90,931.03	164,916.34		
Capital Outlay	113,760.00	12,282.79	71,975.82		
Total	1,076,655.00	156,551.48	691,133.98		
R & B #1 Net	1,985.59	(52,510.82)	153,930.11		
Road & Bridge Pct. 2					
Revenues					
Property Taxes	689,675.00	9,437.72	672,046.37		
State of TX	25,496.02	2,496.02	12,934.73		
Vehicle Registration	225,000.00	12,236.55	73,550.25		
Fines & Forfeitures	135,000.00	81,496.46	81,496.46		
Other	6,098.09	226.30	8,564.39		
Total	1,081,269.11	105,893.05	848,592.20		
Expenditures					
Personnel	499,842.00	34,459.65	286,821.34		
Supplies	402,496.02	40,030.20	179,610.32		
Other Svcs & Charges	331,100.00	19,273.02	77,344.87		
Capital Outlay	86,610.00	5,550.65	63,405.20		
Total	1,320,048.02	99,313.52	607,181.73		
R & B # 2 Net	(238,778.91)	6,579.53	241,410.47		

Navarro County MAY 2012 Financial Report

	rmanciai nepoi	•	
	by Fund	Current	
	Budget	Month	YTD
Road & Bridge Pct. 3			
Revenues			
Property Taxes	689,675.00	· 9,437.72	672,044.93
State of TX	32,007.94	1,205.69	19,446.65
Vehicle Registration	225,000.00	12,236.55	73,550.25
Fines & Forfeitures	135,000.00	81,496.46	81,496.46
Other	5,598.09	219.42	5,604.20
Total	1,087,281.03	104,595.84	852,142.49
Expenditures	-,		,
Personnel	530,650.00	42,980.90	334,714.62
Supplies	465,000.00	60,522.67	296,502.95
Other Svcs & Charges	183,170.94	29,818.45	80,852.93
Capital Outlay	106,111.00	3,425.87	37,184.96
Total	1,284,931.94	136,747.89	749,255.46
R & B #3 Net	(197,650.91)	(32,152.05)	102,887.03
Road & Bridge Pct. 4			
Revenues			
Property Taxes	689,675.00	9,437.72	672,046.33
State of TX	24,449.52	1,449.52	11,888.23
Vehicle Registration	225,000.00	12,236.55	73,550.25
Fines & Forfeitures	135,000.00	81,496.44	81,496.44
Other	5,798.10	208.48	5,317.47
Total	1,079,922.62	104,828.71	844,298.72
Expenditures			
Personnel	503,487.00	31,349.70	280,455.55
Supplies	536,449.52	36,497.06	301,166.62
Other Svcs & Charges	175,500.00	17,811.50	68,994.07
Capital Outlay	54,468.00	1,622.32	12,978.56
Total	1,269,904.52	87,280.58	663,594.80
R & B # 4 Net	(189,981.90)	17,548.13	180,703.92
Taxes Recorded for May 2	012		
General Fund		135,517.86	12,556,151.15
Flood Control		2,476.56	232,117.40
Debt Service		5,515.80	511,550.80
Road & Bridge	_	28,530.59	2,716,716.01
Total	_	172,040.81	16,016,535.36

Google	O	rder Form		
Date 13 Jun 2012 Pricing Valid if signed by: 30 Jun 2012	Customer	NAVARRO COUNTY	Customer Type	Government
Supersedes Order Form Effective:		Customer Contact	Original Agreement	27 Sep 2010
Billing Address/Information 300 West 3rd Ave. Suite 10 Corsicana, TX 75110 US		Tommy Pryor 300 West 3rd Ave. Suite 10 Corsicana, TX 75110 US	Sales Representative Sales Engineer Current Services Term Agreement Type	Will Paulus n/a 3 months
	Email	1-903-654-3098 tpryor@navarrocounty.org tommy.pryor@nctv.com	Domain Service Start Date Other	Existing Apps Customer
Service		Service Term Unit Price	End User Accounts/Units	
GAPPS for Gov UPG 1 USER 1MO		12.51	50	\$625.50
			TOTAL In \$	625.50
One-Time Fees	Charge			
ONE-TIME FEES TOTAL		1		
ONE-TIME I LES TOTAL		Other Terms:		
Customer agrees to prepay in advance for en AUTO-RENEWAL. The following is added to the and Units previously purchased) will automative renew, then it must provide the other party writed from the concount of the concount o	the Agreement so cally renew for a litten notice to this dusion of the ther	et forth below: at the end of each n additional Services term of twel s effect at least fifteen days prior t n current Services term.	Services term, the Servic ve months. If a party doe to the end of the then cur	es not want the Services to rent Services term. This notice
This Order Form, together with the previously referenced herein or therein shall constitute th "Customer") regarding its subject. PO is required, PO# is:		dusive agreement between Googl		Customer identified above (the
Customer Signature Print Name H. N. D. H.V. Title Mayoro Co. Date 6 - 25 - 1	LA DENT	Google Signature Print Name Title Date	Nikesh Afora President, Global Sale Business Developm Google Inc.	2012.06. 8 12:58:4
				21-May-12 v.30.0

Amendment

The entity clicking to agree to these terms or, if applicable, signing below as customer (as applicable, "Customer") and Google Inc. ("Google") have entered into that certain Google Apps for Government Agreement or Google Apps for Government via Reseller Agreement (as applicable, the "Agreement"). This Amendment ("Amendment") amends the Agreement and is entered into by and between Customer and Google effective as of the date Customer clicks to accept this Amendment, or if applicable, the last party countersigns this Amendment (the "Effective Date"). Capitalized terms not defined herein will have the meaning ascribed to them under the Agreement.

The parties agree as follows:

- 1. Data Storage.
 - a. In the first sentence of Section 1.2(a), "Google Talk" is added after "Google Docs."
 - b. In the second sentence of Section 1.2(a), "Google Docs" and "Google Talk" are added after "Gmail."
 - c. In Section 1.2(b), "Google Talk" is deleted.
- 2. Non-Google Apps Products and Non-Google Apps Product Terms. In Section 2.1 of the Agreement, the following is added at the end:

"In addition, Google will make other Non-Google Apps Products, separate from the Services, available to Customer and its End Users in accordance with the Non-Google Apps Product Terms and the applicable product-specific Google terms of service. Customer can enable or disable the Non-Google Apps Products at any time through the Admin Console."

3. Additional Definitions. In the "Definitions" section of the Agreement, the following definitions are added:

""Non-Google Apps Products" means Google products which are not part of the Services, but which may be accessed by End Users using their End User Account login and password. The Non-Google Apps Products are set forth at the following URL: http://www.google.com/support/a/bin/answer.py?hl=en&answer=181865, or such other URL as Google may provide."

"Non-Google Apps Product Terms" means the terms found at the following URL: http://www.google.com/apps/intl/en/terms/additional_services.html, or such other URL as Google may provide from time to time."

4. <u>Miscellaneous</u>. This Amendment may be executed in one or more counterparts including facsimile, PDF or other electronic copies, which when taken together upon proper delivery shall constitute a single instrument. In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this Amendment.

Accepted and Agreed:	Accepted and Agreed:
GOOGLE: Google Inc.	CUSTOMER: Navário County
Ву:	By: All Carrier
Name:	Name: H.M. Davenport, Ur.
Title:	Title: NAVATTO Co. Jadge
Date:	Date: June 25 2012



INTERLOCAL COOPERATION AGREEMENT BETWEEN ROCKWALL COUNTY AND NAVARRO COUNTY FOR THE PURCHASE AND SALE OF SECURITY EQUIPMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into by and between Rockwall County, Texas, AND Navarro County, Texas, both of which are political subdivisions of the State of Texas (hereinafter referred to as "Rockwall Co." and "Navarro Co.", respectively).

WHEREAS, the contract is made under the authority of Sections 791.001-791.029 of the Texas Government Code; and

WHEREAS, Navarro Co. desires to acquire certain property consisting of security equipment (hereinafter referred to as "Equipment") that is owned by Rockwall Co. but is no longer in use for its intended purpose; and

WHEREAS, Rockwall Co. desires to sell the Equipment to Navarro Co. under the authority of Section 263.152 of the Texas Local Government Code; and

WHEREAS, the governing bodies of each county find that the subject of this agreement is necessary for the benefit of the public and that each county has the legal authority to perform and to provide the governmental function or service which is the subject matter of this agreement; furthermore, the governing bodies find that the performance of this agreement is in the common interest of both parties.

NOW, THEREFORE, Rockwall Co. and Navarro Co. mutually agree as follows:

GENERAL PROVISIONS

- A. Rockwall Co. desires to sell certain pieces of security equipment to Navarro Co. that are no longer being used for their intended purposes, to wit:
 - 1. Ranger Intelliscan 12000 (walk-through metal detector)
 - 2. L3 Conveyorized X-Ray Security Screening System
- B. Rockwall Co. warrants that it is the lawful owner in every respect of all of the described Equipment and that it is free and clear of all liens, security agreements, encumbrances, claims, demands, and charges of every kind whatsoever.
- C. Navarro Co. agrees to purchase the Equipment from Rockwall Co. for the amount of one-hundred and fifty dollars (\$150.00) as consideration.
- D. It shall be the responsibility of Navarro Co. to coordinate and cause the physical delivery of the Equipment from Rockwall Co. within 30 days. Rockwall Co. retains

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the right to sell or otherwise dispose of the Equipment if Navarro Co. does not take possession of the Equipment within 30 days.

- E. THE EQUIPMENT IS SOLD "AS-IS" WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION OF SUCH PROPERTY.
- F. This Agreement may not be altered, amended, or modified except in writing signed by all parties to this Agreement.
- G. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will have no effect on the remaining provisions of this Agreement.
- H. The failure of either party to comply with the terms and conditions of this Agreement will constitute a breach of this Agreement. Either party will be entitled to any and all rights and remedies allowed under Texas law for any breach of this Agreement by the other party.
- The waiver by either party of a breach of this Agreement will not constitute a
 continuing waiver of such breach or of a subsequent breach of the same or a
 different provision. Nothing in this Agreement is intended by either party to constitute
 a waiver of any immunity from suit or liability to which it is entitled under applicable
 law.
- J. This Interlocal Cooperative Agreement constitutes the entire Agreement between the parties. No other agreement, statement, or promise relating to the subject matter of this Agreement and which is not contained in this Agreement or incorporated by reference in this Agreement will be valid or binding.

EXECUTED on the last day of formal acceptance by signature as indicated below.

Rockwall County

Honorable Jerry Hogan

Rockwall County Judge

Dato

6/26/12

Navarro County

By: _

Honorable N.M. Dayenport, Jr.

Navarro County Judge

Date

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NAVARRO COUNTY

ERIC RYAN MEYERS EMERGENCY MANAGEMENT COORDINATOR

RE: 4029 - DR - TX Authorized Signatures for P.4



NAVARRO COUNTY P. O. BOX 1560 CORSICANA, TEXAS 75151

PHONE (903) 875-3315 ermeyers@navarrocountyoem.org

June 19, 2012

The following individuals are hereby authorized to sign the Project Completion and Certification Report

(P.4) as authorized by the Navarro County Emergency Management Coordinator, Eric R. Meyers:

Corsicana Fire Department, Fire Chief

Donald McMullan

Print Name

Angus Volunteer Fire Department, Fire Chief

Dale Farmer

Signature

Print Name

Blooming Grove Volunteer Fire Department, Fire Chief

Glynn Saunders

Signature

Print Name

Barry Volunteer Fire Department, Fire Chief

Mike Ball

Signature

Print Name

1 | Page

NAVARRO COUNTY

ERIC RYAN MEYERS EMERGENCY MANAGEMENT COORDINATOR



NAVARRO COUNTY P. O. BOX 1560 CORSICANA, TEXAS 75151

PHONE (903) 875-3315 ermeyers@navarrocountyoem.org

Chatfield Volunteer Fire Department, Fire Chief						
Pete Eilington	Signature					
	Print Name					
Eureka Volunteer Fire Department, Fire	Chief					
Randy Thomas	Signature					
	Print Name					
Frost Volunteer Fire Department, Fire C	hief					
Marcus Reed	Signature					
	Print Name					
Navarro Mills Volunteer Fire Departmen	nt, Fire Chief					
Phil Calvin	Signature					
	Print Name					
Mustang Volunteer Fire Department, Fi	re Chief					
Gary Arnett	Signature					
	Print Name					

NAVARRO COUNTY

ERIC RYAN MEYERS EMERGENCY MANAGEMENT COORDINATOR



NAVARRO COUNTY P. O. BOX 1560 CORSICANA, TEXAS 75151

PHONE (903) 875-3315 ermeyers@navarrocountyoem.org

Retreat Volunteer Fire Department, Fire Chief						
Ron Bennett	Signature	What a state of the state of th				
	Print Name					
Powell Volunteer Fire Depa	rtment, Fire Chief					
Dennis Bancroft	Signature					
	Print Name					
Union High Volunteer Fire D	epartment, Fire Chief					
Lewis Tanner	Signature					
	Print Name					

NAVARRO COUNTY

ERIC RYAN MEYERS EMERGENCY MANAGEMENT COORDINATOR



NAVARRO COUNTY P. O. BOX 1560 CORSICANA, TEXAS 75151

PHONE (903) 875-3315 ermeyers@navarrocountyoem.org

Richland Volunteer Fire Department, Fire Chief						
Kenneth Guard	Signature					
	Print Name					
Roane Volunteer Fire Department, Fire Chief						
Dusty Flanagan Signature						
	Print Name					

Eric R. Meyers, EMC

Navarro County OEM



TAC RMP LE APP RENEWAL



Renewal

Marile

If you have questions regarding completion of this application, please contact us at: 1-800-456-5974; Facsimile Line: 1-512-478-1426; or E-mail: TACPools@county.org

Please return this completed application to: Texas Association of Counties County Government Risk Management Pool, P.O. Box 2131, Austin, Texas 78768

	Control of the Contro
i.	Name of Political Subdivision: Mavarra County
2.	Address (No. & Street or P.O. Box): 300 W. THIRD AVE.
	City, State, Zip: CORSICANA, TEXAS 75110
	Contact Name: KATHY HOLLOMON E-mail Address: khollomon@navarrocounty.org
	Telephone Number: 903-654-3095 Fax Number: 903-654-3097
3.	a) Population of county or applicant's political subdivision: 47735 Source: CENSUS 2010
	b) Number of political subdivision's employees: 315 Full time, including elected officials 15 Part-time (all others except full time) 0 Volunteers
4 .	Coverage Anniversary Date: AUGUST 2012
5.	The basic coverage excludes punitive damages or exemplary damages. However, this coverage can be added by endorsement for an additional contribution.
	NOTE: Your current coverage: does not include endorsement for punitive or exemplary damages is endorsed to include punitive or exemplary damages for the limit of:
	\$50,000.,\$100,000., or X\$1,000,000 .
	AND it is: included within the limits of liability, or in addition to the limits of liability.
	FOR RENEWAL COVERAGE, do you wish to include endorsement for punitive or exemplary damages? X YES*NO
	*IF YES: a) Advise limit desired: \$50,000., \$100,000., or X \$1,000,000.; and b) Advise if you desire this limit: included within the limits of liability, or in addition to the limits of liability.
6.	Limited coverage for the District Judge, for service on a Juvenile Board whose jurisdiction includes the applicant county, can be added by endorsement for an additional contribution. Note: this endorsement is only available if Question #9 of this application includes staffing under Class B. This coverage is only available when the applicant is a county.
	NOTE: Your current coverage: Adoes not include endorsement for the District Judge.
	is endorsed to include District Judge.
	FOR RENEWAL COVERAGE, do you wish to include endorsement for the District Judge? YES X NO

7.	a) Pr	ovide details	of an	y general liabi	lity policy whic	h may provide o	overage for	the appli	cant:			
			rrier: _	TAC Liability:		Effect	tive Date:	JAN	UARY 2	012		
	b) Pr	ovide details	of an	y automobile	liability policy v	which may provi	de coverage	for the a	pplicant:			
		Car Lim	rrier: _ nits of	TAC Liability:		Effect	tive Date:	JAN	TUARY 2	012		
3.	(Exar	mple: Sheriff':	's Dep	t., Constables	nent Office, De Offices, Deter tion #9 below:	epartment, or Antion Facilities)	gency for wh AND include	hich you a e County	are applyi personne	ng for cove I and Coun	rage ity approv	ed
	NAV.	ARRO COU	NTY	SHERIFF			NAVARRO	COUNTY	DISTR	ICT_ATT	ORNEY	INVESTIGATOR
					S							
		and defi	nitions	of the cover	age document.	nsure coverage,						
, .	Cour	e indicate the ity personnel ition #8 abov	and C	er of officers, ounty approve	and other staff a d volunteers an	is indicated, by til d reserves, for all	me worked fo Law Enforce	or each R ement De	ating Class partments	sification list , Agencies, :	ted below. and Office:	Include s listed under
	Full-t		t-time %, 50%	, or 75%)								
	62 51 6 2		{	actively engaged all Administrat	l in the preventic ors and Jailers onstable Deputie	nvestigators, and on of crime and ap	other front lin oprehension o	ne personn of criminals	el with arr (other tha	est powers, in unpaid au	who are a xiliary or re	rmed and eserve officers);
,				County Juvenile NOTES: 1) If 1 2) If	e Probations Of e Detention Ce e Boot Camp in none or part of no Class B staff cluded for cover	structors salary is paid by I is indicated on th	Named Meml is application	ber, pleas n, 'Juvenile	e indicate Probation	percentages Departme	s. nt' will not	: be
•	13 4 -1 17 -3	Von Author	[f J	ail staff with no Bailiffs - unarm	ed y or reserve offi	t/interaction (ex:	cooks, maint	tenance, e	tc)			 -
:	-			44		The state of the s						
0.	Selec	tion and Trai	ining P	rocedures:		· · · · · · · · · · · · · · · · · · ·				<u></u>		
	a) l	Describe the as a Class A BACKGROU	hiring officer ND II	and screenin as defined u NVESTIGAT	g procedures in nder Question ION, POLYG	use to determi #9 of this applic RAPH, DRUG	ine each job cation (includ TEST, P	applicant ding the t HYSICA	's fitness sychologi L & PS	for employ cal evaluat YCHOLOG	ment ion metho ICAL TH	eds in use): ESTING
				GUIDELINE								
	b) [Describe the	minim		al criteria a jol	applicant must	meet for sa	laried dep	outies:	15-1.		
	c) [Describe the	minim	um standards	required for C	Class A officers: RAINING, 31	MTHS WITH	H FIEL	D TRATI	NING OF	FICER.	1 YR
]	PROBATION	N PEI	RIOD, JAT	LER SCHOOL	IS 96 HOUR	RS.					





Name of Political	Subdivision: NAVARRO COUNTY
	Does the applicant's county population mandate creation of a County Bail Bond Board? (Note: A county population of 110,000 or more mandates creation of a County Bail Bond Board, per TEX. REV. CIV. STAT. ART. 2372p-3, part of Title 44.) YESNO_X
2.	Has the county created a County Bail Bond Board? YES X NO

TAC RMP LE ADDENDUM-BAIL BOND BOARDS



). e)	Regarding your Continuing In-Service Educational Program: I. Where and by whom are educational classes taught? NAVARRO CO.S.O. BY TELEOSE CERTIFIED INSTRUCTORS, SHERIFF'S ASSOC., DPS ACADEMY
	2. Please note the subjects included in your program: CULTURAL DIVERSITY, SPECIAL INVESTIGATIVE TOPICS, CRISIS INTERVENTION, (TCLEOSE MANDA' CLASSES) AND OTHER CLASSES MEET THE 40 HOURS EVERY TWO YEARS AS MANDATED BY TCLEOSE
. Ple	ase indicate if you participate in any of the following and provide the names(s): Indicate here if none: <u>NONE</u>
	Task Force (Law Enforcement) *If checked, list Task Force name and other participating Texas Political Subdivisions.
	Mutual Aid Agreement *If checked, list names of other participating Texas Political Subdivisions.
mu: <u>O</u> F	scribe the policies relating to private or off-duty employment (including "moonlighting" for other employers), and note whether it st be approved by a supervisor for each law enforcement office, department or agency for which coverage is applied: FICERS ARE PREMITTED TO OFF-DUTY EMPLOYMENT AS LONG AS THEY AND THE OFFICE ARE NOT OVERSELY AFFECTED, MUST BE APPROVED BY THE SHERIFF!!
i. Is a	ny law enforcement officer, office, department or agency for which coverage is applied under any criminal or administrative investigation? YES* X NO *IF YES, provide details or circumstances which are unprivileged public information:
[);;	remain l'adhres
. Reg	garding Detention Facilities: Indicate how many facilities are applying for coverage:
l. Reg a) b)	garding Detention Facilities: Indicate how many facilities are applying for coverage: For each noted above, provide the following information. (If more than one, provide this information separately for each by attachment of separate sheets):
l. Reg a) b) Nar	rarding Detention Facilities: Indicate how many facilities are applying for coverage: For each noted above, provide the following information. (If more than one, provide this information separately for each by attachment of separate sheets): The second of the following information is a separate sheet of the second of th
a) b) Nar	rarding Detention Facilities: Indicate how many facilities are applying for coverage: For each noted above, provide the following information. (If more than one, provide this information separately for each by attachment of separate sheets): me:
l. Reg a) b) Nar	rarding Detention Facilities: Indicate how many facilities are applying for coverage: For each noted above, provide the following information. (If more than one, provide this information separately for each by attachment of separate sheets): me:NAVARRO_COUNTY_JAIL Indicate the type of this facility:
l. Reg a) b) Nar	rarding Detention Facilities: Indicate how many facilities are applying for coverage: For each noted above, provide the following information. (If more than one, provide this information separately for each by attachment of separate sheets): me:NAVARRO_COUNTY_JAIL Indicate the type of this facility: MaxMedMinLock UpTemporaryX County Correctional CenterJuvenile Detention CenterBoot Camp(other) 20DORMS
Nar 1. 2. 4.	rarding Detention Facilities: Indicate how many facilities are applying for coverage: For each noted above, provide the following information. (If more than one, provide this information separately for each by attachment of separate sheets): me:NAVARRO_COUNTY_JAIL Indicate the type of this facility: MaxMedMinLock UpTemporaryX_County Correctional CenterJuvenile Detention CenterBoot Camp(other) 20 DORMS Physical Information: Number of Cells: SINGLE Capacity of Each Cell: DORM_VARIES_FROM_8-12
Nar 1. 2. 4.	Indicate how many facilities are applying for coverage:
Nar 1. 2. 4.	rarding Detention Facilities: Indicate how many facilities are applying for coverage:
). Reg a) b) Nar 1.	rarding Detention Facilities: Indicate how many facilities are applying for coverage:

TAC RMP LE APP RENEWAL

i.	Have you, or any member of your staff, become aware of, or have any knowledge whatsoever, of any circumstances, occurrence
	facts or events which are likely to be a basis of a claim, either now or in the future?
	X YES* NO
	*IF YES, have all of these been reported to TAC Claims Department?
	_X_YE\$NO**
	**IF NO, please explain below and attach a completed "Individual Claim Data Report".
	,

Other Information

The questions in this application seek information from applicant which may be used by the Pool in processing the application or in assessing coverage needs of political subdivisions. The questions posed, or any wording of the application, should not and may not be relied upon by applicant as having an implication that there exists coverage for any particular claim, or class of claims, whenever made. The provisions of coverage are located in the issued Coverage Document, including Declarations and any endorsements, provided to a covered political subdivision.

I/WE accept notice that any coverage which may be issued will apply on a "CLAIMS MADE BASIS," and that any failure to answer any application portion or question fully and accurately compromises coverage provided by the Pool to the applicant pursuant to the terms of the Coverage Document.

Signature:

Title: COUNTY JUDGE Date: 6/25/2012

SIGNING THIS FORM DOES NOT BIND THE APPLICANT POLITICAL SUBDIVISION OR THE POOL TO COMPLETE THE COVERAGE. Application must be signed and dated by the County Judge (or applicable presiding official) to be considered for quotation.

COVERAGES AVAILABLE THROUGH THE TEXAS ASSOCIATION OF COUNTIES

Automobile Physical Damage

Crime

Property

Automobile Liability

General Liability

Law Enforcement Liability

Public Officials Liability

Workers' Compensation

Unemployment Fund

Group Health

PLEASE SEND THIS APPLICATION TO:
TEXAS ASSOCIATION OF COUNTIES RISK MANAGEMENT POOL P.O. BOX 2131 AUSTIN, TEXAS 78768 TEXAS TOLL FREE: (800) 456-5974 FAX: (512) 478-1426 www.county.org

TAC RMP LE APP RENEWAL





Substance Abuse Professional (SAP) Services Agreement

This Agreement outlines the terms under which American Substance Abuse Professionals, Inc., a Maryland corporation hereinafter referred to as ASAP, shall serve as the designated 'Service Agent' for Neverro County hereinafter referred to as CLIENT. The ASAP corporate address is 711 West 40th Street, Suite 236, Baltimore, Maryland 21211. The corporate address for CLIENT is 300 WEST 3RD AVENUE CORSICANA TX 76110.

For purposes of this agreement, individuals referred to ASAP by CLIENT for the provision of SAP services will hereinester be referred to as EMPLOYEE(8); regardless of their employment status at the time a referral is processed.

1. Services

- a. ASAP will provide Substance Abuse Professional (SAP) services on behalf of CLIENT to all referred DOT-mandated EMPLOYEE(S).
- b. ASAP will provide referred EMPLOYEE(S) who test positive for drugs and/or alcohol on a pre-employment, random, researable suspicion or post accident test with a list of qualified SAPs regardless of whether or not that EMPLOYEE(S) is retained, is eligible for re-hire, is terminated or denied employment per 49 CFR Part 40, Subpart O.
- Such professional services provided by ASAP shall include access to ASAP SAP services via a toll-free nationwide number; On-going ASAP SAP Network credentialing and maintenance; On-going program modifications to comply with changing regulations.

2. Billing and Payment

ASAP will invoice CLIENT and EMPLOYEE(8) for SAP services as follows:

- a. ASAP shall serve as the designated service agent for CLIENT and will invoice CLIENT a non-refundable program management fee of \$100.00.
- b. ASAP will invoice referred EMPLOYEE(8) for SAP services according to ASAP's most current fee achedule.

3. Antillary SAP Services

ASAP, at the request of CLIENT, provides an array of fee-for-service programs associated with the provision of SAP services. Descriptions and fees for these services include:

a. Afteroore Compliance Monitoring Services

Aftercare Monitoring - \$125/per y

Follow-Up Test Schedule - \$100.00/per year (Plus opet of the lest when applicable)

ASAP provides continuing compliance monitoring services to employers when the SAP believes the employee needs additional treatment, aftercare, or support group services, even after the employee returns to safety-sensitive duties per DOT regulation 49 CFR Part 40.303 or company policies. ASAP provides compliance monitoring of compliation of treatment/education, all continuing care recommendations, the complete follow-up testing program, documentation and reporting violations, once review, documentation and reporting of program completion and complete paper trail maintenance for up to five years following the EMPLPOYEE(S) return to safety-consitive duty.

b. SAP Audit Support

ASAP provides DOT SAP audit support in accordance with 49 CFR Part 40, Subpart O - §40.331 at no charge for questions about all individual DOT SAP cases in which CLIENT employees used ASAP SAP providers.

SAP Vertification: \$75/per case. ASAP can verify and provide documentation of qualifications (SAP training/testing) and cradentials (professional licensure/certification) for non-ASAP providers as needed.

DOT SAP Audit Interview: \$200/per interview. DOT auditors may request an interview with the local SAP.

Date: 6/25/2012 4:22:48 PM Page: 2/3 456

ASAP will schedule the interview and work with the provider to review any recent regulatory changes or mode specific requirements.

4. Term of Agreement

The term of this agreement shall begin on the date of execution and will automatically renew in one-year increments unless either party provides the other with written notice no later than thirty (30) days prior to the expiration period of the party's integrition not to renew the contract.

5. Additional Terms of Agreement

- Additional Terms of Agreement

 a. Restrictive Coverant: Busing the Common this Contract and for a two (2) year paried after termination of this Contract. CLIENT will not collect or deal with any person, firm or corporation which was a contracted member of the ABAP national GAP naturally during the term of a Contract:
- b. Confidential information: During the term of this Agreement, ASAP will have access to and become familier with various trade accrets and confidential information belonging to CLIENT. Confidential information, as used in this Agreement, comprises any technical, economic, financial, marketing or other information, which is not common knowledge among competitors or other companies who may like to possess such Confidential information or may find it useful. Some examples might be items in research and development, details of substance abuse professional programs, in-service training, extentile studies. or energies, details of training methods, marketing plans, new products or new uses for old products, merchandleing and selling techniques, oustomer. CLIENT and patient lists, supplier lists, Contracts and floenses, purchasing, accounting, business systems and computer programs, long-range planning, financial plans and results, cost structures, expansion plans, employee handbooks, office procedures, etc. This list is merely illustrative and Confidential Information is not limited to the filustrations.

ASAP acknowledges that such Confidential Information is owned by and shall solely continue to be owned by CLIENT. During the term of the Agreement and forever thereafter, ASAP agrees not to use such information for any purpose whatsoever, other than as directed and authorized by CLIENT. ASAP agrees not to divulge such information to any person or organization other than those to whom CLEENT has given its consent unless such information has already become common knowledge or unless ASAP is compelled to disclose it by governmental process.

c. Confidential information: During the term of this Agreement CLIENT will have access to and become familiar with various trade secrets and confidential information belonging to ASAP. Confidential information, as used in this Agreement, comprises any technical, economic, financial, marketing or other information, which is not common knowledge among competitors or other compenies who may like to information, which is not common knowledge among competitors or other companies who may like to possess such Confidential Information or may find it useful. Some examples might be items in research and development, details of substance abuse professional programs, in-service training, scientific studies or enalyses, details of training methods, marketing plans, new products or new users for old products, merchandising and selling techniques, outlomer, client and patient lists, supplier lists, Contracts and licenses, purchasing, accounting, business systems and computer programs, long-range planning, financial plans and results, cost structures, expansions plans, employee handbooks, office procedures, etc. This list is merely illustrative and Confidential information is not limited to the illustrations.

CLIENT acknowledges that such Confidential information belonging to is owned by and shall solely continue to be owned by ASAP. During the term of the Agreement and forever thereafter, CLIENT agrees not to use such information for any purpose whatsoever, other than as directed and authorized by ASAP. CLIENT agrees not to divulge such information to any person or organization other than those to whom ASAP has given its consent unless such information has already become common knowledge or unless CLIENT is compelled to disclose it by governmental process.

d. CLIENT hereby agrees to indemnify, defend and hold harmless the officers, directors, employees and agents of ASAP and the ASAP firm against any and all liabilities, loss, damage, claim or cause of action and expenses associated therewith caused or asserted to have been caused directly or indirectly as a result of acts or amissions by CLIENT officers, directors, employees, and agents artising from CLIENT's failure to perform its obligations as described in this Agreement.

e. ASAP hereby agrees to indemnify, defend and hold harmless CLIENT and the respective officers, directors, employees and agents of CLIENT against any and all liabilities, loss, damage, claim or cause of action and expenses associated therewith caused or asserted to have been caused directly or indirectly as a result of acts or emissions by ASAP's. are to perform its obligations as described in this Agreement.

Manyand State Law shall govern any dispute arising out of this Agreement. The parties hereby submit to the jurisdiction and venue of the courts of the State of Manyand.

- versitie. In the event that any of them, or any part g. All agreements and covenants contained herein are s or pasts of any of them, shall be held to be invalid by any court of competent jurisdiction with regard thereto, this Agreement shall be interpreted as if such invalid covenants or agreements, or parts thereof, were revised and limited to make such portion of this Agreement valid and enforceable. Furthermore, if any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions hereof, and to that extent, the provisions of this Agreement are intended to be and shall be severable
- h. All notices, demands and other communications provided for by this agreement shall be made in writing either (1) by actual delivery of the document into the hands of the party entitled thereto or (2) by mailing the document in the United States mail to the last known address of the party entitled thereto, cartified mail, return receipt requested. The document shall be deemed to have been received on the date of its mailing. All notices, demands and other communications shall be forwarded to the respective parties at the following addresses: American Substance Abuse Professionals, Inc. 711 W. 40th Street, Suite 235, Suite 2454. Builtmore, MD 21211; CLIENT - Navarro County 300 WEST 3RD AVENUE CORSICANA TX 75110.
- i. This Agreement shall constitute the sole agreement between ASAP and CLIENT for the provision of ASAP services, and no other provisions—express or implied—shall be in force unless specified in this agreement or by Agreement addendum.

6. Termination:

a. A termination of the Agreement by either party shall not work as a weiver of any right to pursue damages for a pre-existing breach. The parties herein shall deal with each other in good faith during the thirty-day period after which any notice of intent to terminate has been given.

By signing this Agreement in the space provided below, American Substance Abuse Professionals, Inc. and CLIENT agree to abide by all of its provisions.

ASAP President

6-25-12

Navamo Co. Judge

: Willie D. This con



East Texas Truck Systems

2283 Montgomery Gardens Tyler, TX 75708

Name / Address		
County of Navarro	 	_

Quote

Date	Quote #
6/21/2012	839

PO#234762

		Rep	Project
		DCR	
Description	Qty		Total
2350 Gallon Water Truck		1	32,000.007
2350 gallon steel tank with baffling			
Color of tank is gloss white		ł	
Top load ducknest		j	
Rear ladder			
Rear hydrant fill tube			
DOT lights installed on tank			
Tank is spring mounted to truck chassis		ļ	
Epoxy lining in tank interior			
Plumbing:			
Front spray bar with two sprayers		ſ	
Rear spray bar with two sprayers			
Side sprayer		:	
650 gpm pump		ļ	
Control tower installed inside cab of truck for sprayer activation			
PTO:			
Muncie brand		l	
Air activated		l	
Tubular shaft from pump to PTO			
Truck Chassis:			
2000 Freightliner FL80			
VIN# 1FUWJJCB6YHB85058			
300 hp		}	
spd manual transmission		1	
Air conditioning			
CAT 3126 diesel engine		l	
HoseReel			\$950°
OPTIONS: Selflooding Number			9000
Thank you for the opportunity to quote this project to you	Total	. 3	
	Total	,	77 QCM 00

East Texas Truck Systems 2283 Montgomery Gardens Tyler, TX 75708

Name / Address

Quote

Date	Quote #
6/21/2012	839

County of Navarro			
	ļ	Rep	Project
		DCR	
Description OSE REEL \$950.00	Qty		Total
HE TANK AND ALL PLUMBING IS NEW AND UNUSED, ONLY THE RUCK CHASSIS IS USED.			

Thank you for the opportunity to quote this project to you

Total

East Texas Truck Systems 2283 Montgomery Gardens Tyler, TX 75708

Quote

Date	Quote #
6/21/2012	839

Name / Address	
County of Navarro	

		Rep	Project
		DCR	
Description	Qt	у	Total
des Tax			0.00
		ľ	
		ļ	