

NAVARRO COUNTY COMMISSIONER'S COURT

A Special meeting of the Navarro County Commissioner's Court was held on Monday, the 27th day of August, 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. 10:03 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. Special Recognition-for Will Thompson, Gail Hurley, & Scott Wylie for life saving measures taken in courtroom.
5. Public Comments- John Robinson-Retreat VFD would like funding for 4<sup>th</sup> Fire Truck

**CONSENT AGENDA**

Motion to approve the consent agenda items 6-14 by Comm. Herrington Sec by Comm. Warren  
All voted aye motion carried

6. Motion to approve the minutes from the previous meetings of August 13, 2012 and August 20, 2012
7. Motion to approve and pay bills as submitted by the County Auditor including current bills and payroll (paid 8/31/2012).
8. Motion to approve budget adjustment to move \$100,000 from 171-620-410, Professional Services, to 171-620-445, Repairs & Maintenance, in Flood Control Fund
9. Motion to approve budget adjustment to move \$20,000 from 213-613-320, operating Equipment, to 213-613-376, Road Material; \$400 from 213-613-449, Contractor Road Repairs, to 213-613-430, Utilities; and \$20,000 from 213-613-449 to 213-613-445, Repairs & Maintenance, in Pct. 3
10. Motion to approve budget adjustment to move \$20,000 from 211-311-376, Road Material, to 211-611-370, Gas & Oil; and \$10,000 from 211-611-575, Machinery & Equipment, to 211-611-445, Repairs & Maintenance, in Pct. 1



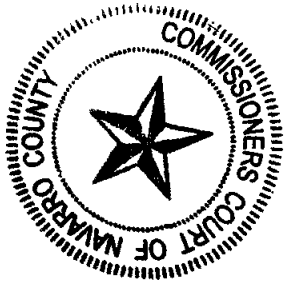
21. Motion to approve Road Bond from Devon Energy for NECR 2160, NECR 3070 and NECR 3090, precinct 2 by Comm. Martin sec by Comm. Herrington  
All voted aye motion carried **TO WIT PG 711-714**
22. Motion to approve to accept Road Bond from Dallas Production for SECR 3110 & SECR 3150, Pct. 2 by Comm. Martin sec by Comm. Olsen  
All voted aye motion carried **TO WIT PG 715-717**
23. Motion to approve agreement with request to bore from Sunoco Logistics for permission to cross SECR 0030, Pct 2 by Comm. Martin sec by Comm. Olsen  
All voted aye motion carried **TO WIT PG 718-724**
24. Motion to approve to purchase motorgrader for Pct 2 by Comm. Martin sec by Comm. Herrington  
All voted aye motion carried
25. Motion to approve declaring as salvage a 2008 Case 865 Motorgrader SN: 4373 for Pct. 2 by Comm. Martin sec by Comm. Warren  
All voted aye motion carried
26. Motion to approve funding a boat for 287 Richland Chambers Fire and Rescue by Comm. Martin sec by Comm. Olsen  
All voted aye motion carried
27. Motion to approve funding Fire Truck for Navarro Mills, Pct.4 by Comm. Olsen sec by Judge Davenport  
All voted aye motion carried
28. Motion to approve declaring as salvage a 1997 John Deere 670C Motorgrader SN: DW670CX563483 for Pct. 1 by Comm. Herrington sec by Comm. Olsen  
All voted aye motion carried
29. Motion to approve Subscription Plan and Service Agreement with Everbridge, Inc. for emergency services by Comm. Martin sec by Comm. Warren  
All voted aye motion carried **TO WIT PG 725-732**
30. Motion to approve modification 11 to HIDTA Grant number G11NT0001A by Comm. Olsen sec by Comm. Martin  
All voted aye motion carried **TO WIT PG 733-737**
31. Motion to approve Memorandum of Understanding with Indigent Health Solutions (IHS) for inmate health care pricing by Comm. Martin sec by Comm. Olsen for 1 year  
All voted aye motion carried **TO WIT PG 738-740**

32. Motion to approve Facility Services Agreement with Brazos Mobile Imaging to reflect the Medicaid allowable transport rate of \$183.39 by Comm. Olsen sec by Comm. Warren  
**TO WIT PG 741-744**  
All voted aye motion carried
33. Motion to approve Resolution Authorizing county Grant-Texas Department of Agriculture for Navarro County Meals on Wheels by Comm. Martin sec by Comm. Olsen  
**TO WIT PG 745**  
All vote aye motion carried
34. Motion to approve to go into Executive Session pursuant to the Texas Government Code Section 551.072 to discuss Real Property by Comm. Martin Sec. by Comm. Warren  
All voted aye motion carried  
  
Motion to come out of Executive Session pursuant to the Texas Government Code Section 551.072 to discuss Real Property by Comm. Herrington sec by Comm. Olsen  
All voted aye motion carried
35. No action taken in Executive Session pursuant to the Texas Government Code Section 551.072 to discuss Real Property
36. Motion to go into Executive Session Pursuant to the Texas Government Code 551.074 to discuss Personnel by Martin sec. by Warren  
All voted aye motion carried
37. No action taken in Executive Session Pursuant to the Texas Government Code 551.074 to discuss Personnel.
38. Budget workshop
39. Motion to approve proposing Fiscal Year 2012-2013 Budget by Com. Martin Sec by Comm. Olsen  
All voted aye motion carried
40. 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 AUGUST 27TH, 2012.

SIGNED 27TH DAY OF AUGUST 2012.

*Sherry Dowd*  
SHERRY DOWD, COUNTY CLERK



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AFFIDAVIT SUBMITTED BY  
Frank Hull  
NAVARRO COUNTY TREASURER



STATE OF TEXAS  
COUNTY OF NAVARRO  
June 2012

I, Frank Hull, Navarro County Treasurer, present the following report to the Navarro County Commissioner's Court and affirm the foregoing Monthly Report to be true and correct statement to the best of my knowledge of all accounts under the control of the Navarro County Treasurer.

Whereas, Section 114.026 of the Local Government Code requires a Treasurer's Report be submitted at least once a month to the Commissioner Court at a regular term; and

Whereas, the Navarro County Commissioners Court has compared and examined the Treasurer's Report submitted for approval on August 27, 2012 which is attached hereto and has determined that the Treasurer's Report is correct.

It is therefore ordered, that the Navarro County Treasurer's Report which is attached is approved as presented by the Navarro County Treasurer to the Commissioner's Court of Navarro County, Texas and this Order Approving the Navarro County Treasurer's Report are to be entered into the Minutes.

With this signed affidavit, We the Commissioners Court, state that the requirements of Subsection (C) have been met with the examination of this report.

\_\_\_\_\_  
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 27 Th day of August, 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

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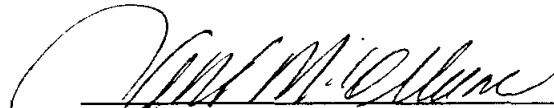
NAVARRO COUNTY, TEXAS  
REPORT OF CASH AND INVESTMENTS  
FOR THE MONTH OF JUNE, 2012

FUND	BEGINNING BALANCE	RECEIPTS	TEX POOL INVESTMENTS	DISBURSEMENT	ENDING BALANCE	BANK INTEREST	TEX POOL INVESTMENTS	TEX POOL INTEREST	TOTAL
GENERAL	6,534,133.47	983,861.20		1,550,877.43	5,967,117.24	3,962.11	822,482.59	112.45	6,789,609.83
COMMUNITY SUPERVISION	272,380.51	170,710.82		92,166.53	350,924.80	206.42	91,031.89	12.46	441,956.69
JUVENILE PROBATION	45,137.09	44,355.79		34,341.74	55,151.14	22.79	80,728.38	11.08	135,877.52
FLOOD CONTROL	885,602.46	3,021.28		3,000.00	885,623.74	544.72	2,113.89	0.30	887,737.60
ROAD & BRIDGE - PCT 1	294,521.30	16,060.59		65,144.30	245,437.59	190.68	67,303.85	11.94	332,747.44
ROAD & BRIDGE - PCT 2	480,966.39	17,082.61		62,598.36	435,450.64	190.68	176,914.10	23.98	610,764.74
ROAD & BRIDGE - PCT 3	245,651.01	16,060.58		115,145.32	146,566.27	190.67	119,547.10	16.35	266,113.38
ROAD & BRIDGE - PCT 4	312,038.94	16,128.02		72,378.33	255,788.63	190.67	30,642.10	4.23	286,730.99
H.I.D.T.A	17,389.79	190,015.21		191,294.07	16,110.93	12.75			16,110.93
H.I.D.T.A. SEIZURE	253.98	0.16		-	254.14	0.16	1,662.72	0.30	1,916.86
DEBT SERVICE	90,679.43	5,573.01		-	96,252.44	57.21	2,135.08	0.30	98,388.42
CAPITAL PROJECTS	252,571.95	155.27		-	252,727.22	155.27	104,912.62	14.32	357,539.84
SHERIFF SEIZURE	295,018.65	180.76		2,156.02	293,043.39	180.76	147,811.60	20.22	440,882.23
DISTRICT ATTY FORF	18,686.64	1,097.74		826.45	18,957.93	11.79	109,958.19	15.03	128,914.18
HEALTH INSURANCE	210,981.54	206,068.60		204,822.17	212,227.97	89.64	11,708.10	1.59	223,937.08
ECONOMIC DEVELOPMENT	209.75	0.13		-	209.88	0.13	2,164.59	0.30	2,315.56
TRUST	1,632,574.68	48,578.04		68,989.60	1,612,163.12	1,041.58	239,031.10	35.11	1,868,822.25
LAKE TRUST	228.76	0.14		-	228.90	0.14	82,204.98	12.73	93,433.86
REVOLVING & CLEARING	530,346.97	206,643.98		172,040.81	564,950.14	361.80	750.02	-	565,700.16
PAYROLL FUND	3,430.75	929,387.52		929,303.02	3,515.25	84.50		-	3,515.25
DISBURSEMENT FUND	1,645.10	1,966,814.77		1,967,236.74	1,223.13	190.99		-	1,223.13
<b>TOTAL</b>	<b>12,124,449.16</b>	<b>4,821,796.22</b>	<b>-</b>	<b>5,532,320.89</b>	<b>11,413,924.49</b>	<b>7,685.40</b>	<b>2,140,313.46</b>	<b>292.87</b>	<b>13,554,237.94</b>

INTEREST EARNED:	CURRENT MONTH	YTD
	7,978.07	63,084.33

  
Frank Hull / Treasurer

8/14/2012  
Date

  
Jane McCollum / Chief Deputy Treasurer

8/14/2012  
Date

Pledge Security Listing  
June 30, 2012



Cusip	ID	Description	Safekeep	Receipt	Face	Current Par	Cpn	Call	Mature	Moody	S&P	Fitch	F115	Book	Market	Gain
<b>NAVARRO COUNTY</b>																
		[REDACTED]	FHLB	xxx	3,500,000	503,052	4.00		07/01/18	AAA	AA+	AAA	HTM	502,596.82	527,066.38	24,469.56
		[REDACTED]	FHLB	x	3,000,000	285,113	4.00		09/01/15	AAA	AA+	AAA	HTM	285,052.40	291,544.69	6,492.30
		[REDACTED]	FHLB	x	3,800,000	646,561	5.50		05/01/22	AAA	AA+	AAA	HTM	646,195.97	698,891.78	52,695.81
		[REDACTED]	FHLB	x	1,999,996	530,679	5.95		05/01/37	AAA	AA+	AAA	HTM	529,738.01	557,213.26	27,475.25
		[REDACTED]	FHLB	x	1,400,000	340,968	4.50		04/01/20	AAA	AA+	AAA	HTM	340,967.96	360,833.03	19,865.07
		[REDACTED]	FHLB	x	7,088,298	1,285,355	4.50		06/01/19	AAA	AA+	AAA	HTM	1,280,672.78	1,352,814.29	72,141.51
		[REDACTED]	FHLB	x	8,109,485	1,812,144	5.00		01/01/21	AAA	AA+	AAA	HTM	1,815,234.41	1,952,585.56	137,351.15
		[REDACTED]	FHLB	x	2,200,000	552,879	4.50		04/01/23	AAA	AA+	AAA	HTM	557,929.97	587,779.87	29,849.90
		[REDACTED]	FHLB	x	979,985	474,355	4.00		02/01/20	AAA	AA+	AAA	HTM	481,512.88	505,188.13	23,675.24
		[REDACTED]	FHLB	x	7,839,882	3,794,840	4.00		02/01/20	AAA	AA+	AAA	HTM	3,852,103.06	4,041,505.02	189,401.96
		[REDACTED]	FHLB	x	9,686,000	4,303,114	4.00		06/01/24	AAA	AA+	AAA	HTM	4,353,419.55	4,567,863.28	214,443.73
		[REDACTED]	FHLB	x	10,242,983	8,721,766	3.00		10/01/21	AAA	AA+	AAA	HTM	8,999,222.45	9,165,703.54	166,481.09
		[REDACTED]	FHLB	x	1,059,946	1,003,035	3.00		12/01/26	AAA	AA+	AAA	HTM	1,025,173.71	1,047,261.15	22,107.44
		[REDACTED]	FHLB	x	5,168,104	4,777,501	3.00		01/01/22	AAA	AA+	AAA	HTM	4,964,658.94	4,992,488.11	27,829.17
726: NAVARRO COUNTY					64,074,675	29,031,362								29,634,478.91	30,648,758.09	1,014,279.18

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Treasurer  
TAC

11,413,924.49  
1,192,766.00  

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12,606,690

243%

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



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



AGREEMENT FOR LICENSE ADJACENT TO OR CROSSING COUNTY ROADS

STATE OF TEXAS §

COUNTY OF NAVARRO §

KNOW ALL MEN BY THESE PRESENTS:

MEN WATER Supply Corp., Owner of a (pipeline, utility line, gas or sewer line) hereby contracts and covenants with Navarro County ("the County") as follows:

I. MEN WATER Supply, desires to construct and maintain a WATER pipeline, utility line, or gas or sewer line in Navarro County, Texas and it is necessary to cross certain county road(s) SECR 3190 located in Precinct # 2, more fully described on the map attached hereto as Exhibit A and incorporated herein by reference. The license granted herein shall extend 5 feet on either side of the pipeline as it crosses the county road.

II. In consideration for the County granting permission through the issuance of a permit to lay a pipeline, utility line, or gas or sewer line adjacent to or crossing said county roads above described in Navarro County, Texas, the Owner hereby warrants, agrees and covenants that any crossing shall be constructed as follows:

All county road crossings shall be bored unless a variance is granted by Navarro County Commissioners Court, and lines underneath such roads shall be cased or otherwise constructed to provide maximum protection against damage or leaks. Owner may not block the county road during construction and must provide for at least one lane of traffic. The points where the pipeline crosses the road shall be clearly marked and the line shall be placed at a depth of no less than 3' feet underneath the lowest part of the County's bar ditches and/or road surfaces.

Type of Pipeline:

WATER DISTRIBUTION LINE.

ROAD CROSSINGS

The transport route (beginning and end): SEE ATTACHMENTS "B"

(A detailed construction plan must be submitted with application)

Pipelines which run adjacent to a county road and which are within a county road easement shall be placed at a depth of no less than 3 feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

The pipeline shall be constructed in a safe and prudent manner and shall consist of only acceptable commercial pipeline materials. The **Owner** shall be responsible for maintaining the pipeline and the license area. In the event the pipeline is ever abandoned or ceases be used for more than 6 consecutive months, this license shall terminate and revert to the **County**. In addition, if the pipeline is ever abandoned or ceases to be used for more than 6 consecutive months, the **Owner** shall, at the **County's** request, remove the pipeline from the license area and restore the property to its original condition.

**SEE ATTACHMENT "A" IF THIS IS FOR A PETROLEUM PIPELINE.**

III. In consideration of the granting of this license (pipeline, utility line, gas or sewer Line) adjacent to or across the **County's** roads, the **Owner** warrants and covenants that any damages which may be caused to County or adjacent property as a result of the construction, maintenance or operation of a pipeline shall be the sole responsibility of the **Owner** and the **Owner** warrants and covenants that the area where the construction takes place shall be repaired and put back in the same condition as it originally was before such construction took place.

IV. The **County** and **Owner** hereby covenant and agree that for each violation of this License agreement, **Owner** shall pay to the **County** liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per day, per violation, until such violation have been corrected

and the County's requirements complied with. Such compliance shall be determined by the County Commissioner in whose precinct the work occurs.

V. **Owner**, at its own expense, shall maintain a general liability insurance policy in an amount sufficient to insure against loss or damages caused by the construction, maintenance and operation of the pipeline. The general liability insurance requirement may be met by a combination of self-insurance, primary and excess insurance policies. **Owner** shall also, at its own expense, carry worker's compensation insurance as required by law.

VI. **Owner**, its successors and assigns agree to release, defend, indemnify, and hold harmless the **County** its respective commissioners, agents and employees (collectively, the "**Indemnified Parties**"), from any and all costs, losses, claims, judgments, settlements, and damages of every kind and character to real property, personal property or persons (including, without limitation, claims involving environmental laws and regulations, pollution, contamination of ground waters, personal injury and death), lawsuits and/or causes of action (including reasonable attorneys' fees, expert fees and court costs) (collectively "**Claims**"), which may grow out of, arise from, or in any manner be connected with the activities of **Owner's** agents, invitees, guests, contractors, servants and employees, on the license area, or any adjacent property, including, without limitation, any Claims arising from loss of subsurface support of any County road and any Claims arising from the production or transportation of materials through any pipeline. For purposes of this license, environmental laws and regulations include, without limitation, the federal Oil Pollution Act (OPA), the federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the federal Resource Conservation and Recovery Act (RCRA), the federal Clean Water Act, the Texas Solid Waste Disposal Act

(TSWDA), the Texas Water Code (TWC), and the federal, state and local rules, regulations, ordinances, orders and governmental directives implementing such statutes.

As used in this license, the term "**Hazardous Materials**" means any substance or material defined or identified as hazardous, extra-hazardous, toxic or radioactive or subject to regulation as a solid waste or pollutant under any applicable federal, state, or local statute or regulation including, without limitation, the environmental laws and regulations referenced herein. "**Remedial Work**" is defined as any site investigation or monitoring, any cleanup, containment, remediation, removal, or restoration work performed in response to any federal, state or local government authority or private party action ("**action**"), or pursuant to any federal, state or local statute, rule, regulation, ordinance, order, governmental directive or other laws ("**law**"). **Owner** agrees, for the benefit of **the County** and any adjacent surface owner, (1) to remove from the license area, if, as and when required by any action or law, any Hazardous Materials placed or released thereon by **Owner** (including its contractors), (2) to perform Remedial Work where the need therefore arises in connection with **Owner's** (including its contractors) operations or activities on the license area or any adjacent property, and (3) to comply in all respects with all laws governing operations by **Owner** (including its contractors) and Remedial Work on or associated with the license area and any adjacent property. Remedial Work shall be performed by one or more contractors selected by **Owner** under the supervision of an engineer selected by **Owner**. All costs and expenses of Remedial Work resulting from **Owner's** (including its drillers' and other contractors') operations shall be paid by **Owner**, including, without limitation, the charges of such contractors and/or the consulting engineer and **the County's** reasonable attorneys' fees and costs incurred in connection with the monitoring or

review of Remedial Work. If **Owner** shall fail to timely commence or cause to be commenced, or fail to diligently prosecute to completion, such Remedial Work, **the County** may (but shall not be required to), after first giving **Owner** thirty (30) days notice of its failure and **Owner's** continued failure to perform, cause such Remedial Work to be performed and **Owner** will reimburse all reasonable costs of same on demand. The provisions of this Article shall not constitute approval or obligate **The County** or the surface owner to consent to the imposition of any engineering or institutional control that would restrict or limit future use of the License area for any purpose including, without limitation, any deed restriction or limitation on the use of groundwater or use of the property for residential purposes. **Owner** will notify **the County** and surface owner of any claim or other action by any governmental agency or any third party involving the actual or alleged existence of Hazardous Materials on the License area or any adjoining property and provide **the County** and surface owner with copies of (1) any notice of any actual or threatened release of Hazardous Materials given by **Owner** pursuant to any law and (2) any report of and response to any such release including all Remedial Work. **Owner**, its successors and assigns, in accordance with the provisions of Article 8, will release, indemnify, pay and protect, defend and save the Indemnified Parties harmless from all claims, liabilities, fees and expenses of any kind (including reasonable attorneys' fees, expert fees and costs) that arise from the actual or alleged presence or release of any Hazardous Materials in connection with the operations of **Owner** and **Owner's** agents, invitees, guests, contractors, servants and employees on the License area or any adjacent property. Such indemnification shall include, without limitation, costs in connection with any Remedial Work performed by **the County**, surface owner, or any third party in response to any federal, state or governmental authority, laws

or regulations, due and payable upon demand by **the County** or adjacent surface owner.

**Owner's** obligations herein shall survive the termination of this License.

VII. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

VIII. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Agreement are performable in Navarro County, Texas.

IX. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in the Agreement.

X. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. The rights and remedies provided in this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**OWNER**

By: Dennis Lonch  
\_\_\_\_\_, its MBR.

Company Name: MEN WATER Supply Corp.  
Address: P.O. Box 3019, Corsicana, TX 75151  
Phone Number: 903 874-4331

NAVARRO COUNTY

By: [Signature]  
County Judge

By: [Signature]  
Commissioner of Precinct 2

Before me the undersigned notary public on this the 27 day of August, 2012, appeared HMDavenport, the County Judge of Navarro County, and Dick Martin Commissioner of Precinct 2 of Navarro County, who being sworn upon their oath affirmed that they executed the foregoing License for the purposes and consideration set forth herein.



(seal)

[Signature]  
Notary Public, State of Texas  
Sherlyn Curtis  
Printed Name  
11/18/15  
Commission Expires

Before me the undersigned notary public on this the \_\_\_ day of \_\_\_\_\_, 2011, appeared \_\_\_\_\_, who is an authorized representative of \_\_\_\_\_ (Owner) and who being sworn upon their oath affirmed that he is authorized by Owner to sign this License and that he executed the foregoing License for the purposes and consideration set forth herein.

\_\_\_\_\_  
Notary Public, State of Texas  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Commission Expires

(seal)

**ATTACHMENT "A"**  
**TO**  
**AGREEMENT FOR EASEMENT**  
**ADJACENT TO OR CROSSING COUNTY ROADS**

**If this easement is for a petroleum pipeline, you must submit the following information:**

1. Diagram indicating the gathering system, including:
  - a. location of any easements with width dimensions
  - b. details of the production pipeline (line diameter, PSI rating, burial depth, signage)
2. Plat/map of pipeline showing beginning and ending points.
3. Indicate product type
4. An identifying sign shall be placed at each point where a flow line or gathering line crosses a public road
5. Persons to notify in case of emergency

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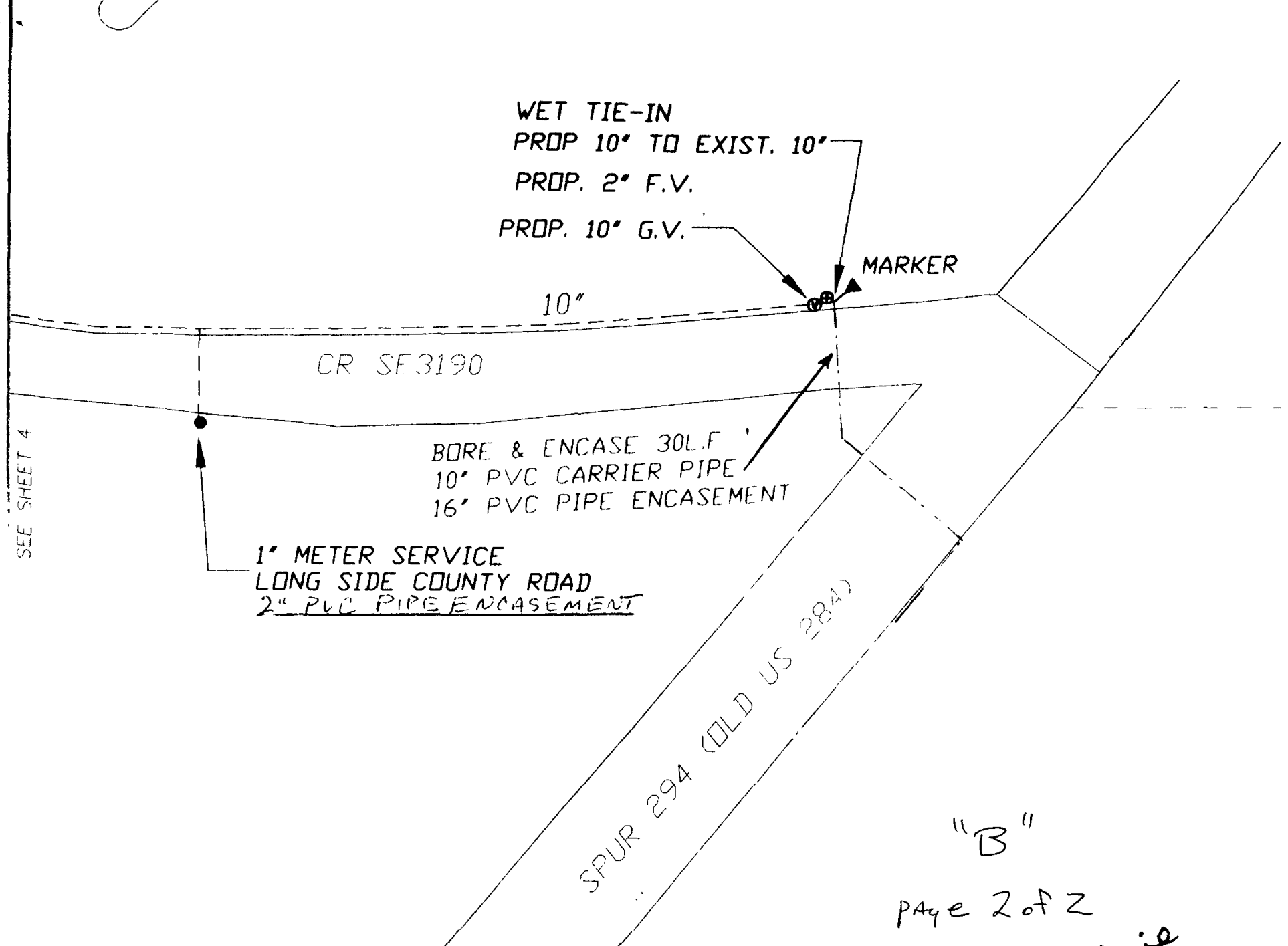
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SEE SHEET 4

1" METER SERVICE  
LONG SIDE COUNTY ROAD  
2" PVC PIPE ENCASEMENT

BORE & ENCASE 30L.F  
10" PVC CARRIER PIPE  
16" PVC PIPE ENCASEMENT

WET TIE-IN  
PROP 10" TO EXIST. 10"  
PROP. 2" F.V.  
PROP. 10" G.V.

MARKER

10"

CR SE3190

SPUR 294 (OLD US 284)

"B"

Page 2 of 2

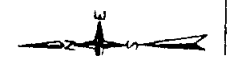
LEGEND

- WATER LINE
- GATE VALVE (BY LINE SIZE)
- 2" FLUSH VALVE
- PROPOSED
- PROPOSED
- PROPOSED

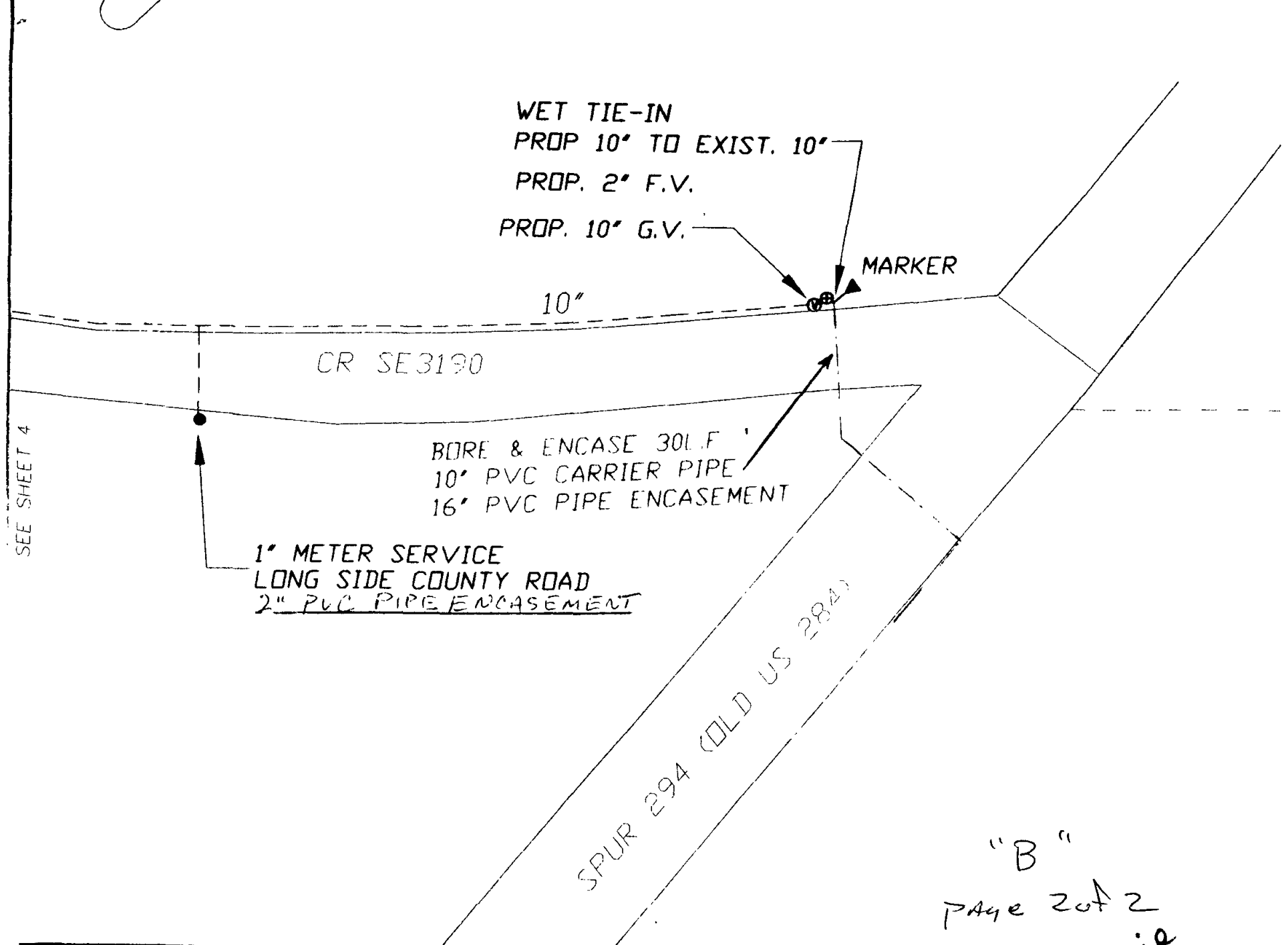
STRUCTURE

- DRY TAP
- PROPOSED CUSTOMER
- PROPOSED LINE MARKER
- PROPERTY LINE

3-7-12



709



WET TIE-IN  
 PROP 10" TO EXIST. 10"  
 PROP. 2" F.V.  
 PROP. 10" G.V.

MARKER

10"

CR SE 3190

BORE & ENCASE 30L.F  
 10" PVC CARRIER PIPE  
 16" PVC PIPE ENCASEMENT

1" METER SERVICE  
 LONG SIDE COUNTY ROAD  
 2" PVC PIPE ENCASEMENT

SEE SHEET 4

SPUR 294 (OLD US 282)

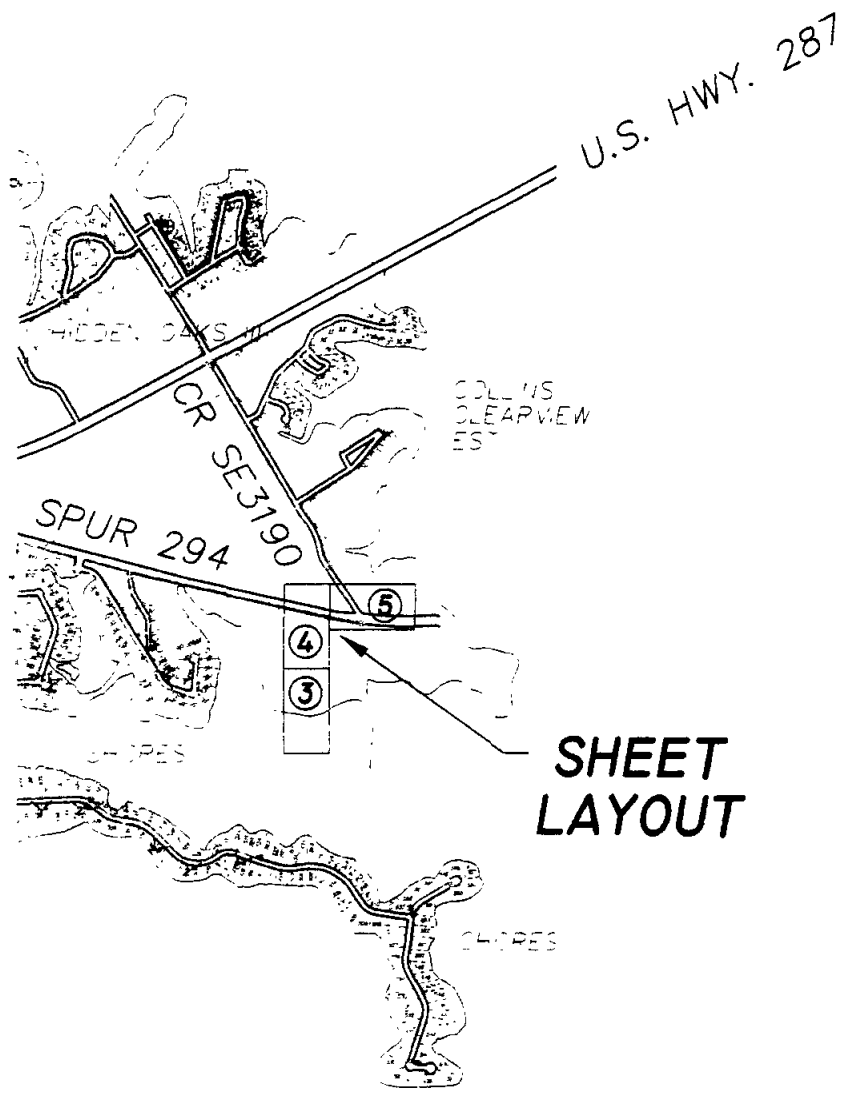
"B"  
 PAGE 2 of 2

<b>LEGEND</b>		<b>PROPOSED</b>					
WATER LINE			<b>PROPOSED</b>	DRY TAP			
GATE VALVE (BY LINE SIZE)			<b>PROPOSED</b>	PROPOSED CUSTOMER			
2" FLUSH VALVE			<b>PROPOSED</b>	PROPOSED LINE MARKER			
				STRUCTURE			

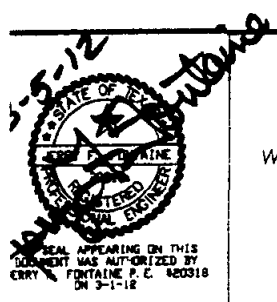
3-7-12



PROJECT LOCATION



SHEET LAYOUT



SCALE:	
3200	1600 0 3200 6400
SCALE FEET	
<small>THIS DRAWING AND ALL INFORMATION ON IT IS THE PROPERTY OF J. F. FONTAINE &amp; ASSOCIATES. IT IS BEING FURNISHED FOR A LIMITED PURPOSE AND MAY NOT BE COPIED, EXHIBITED, OR FURNISHED TO OTHERS FOR ANY REASON WITHOUT WRITTEN CONSENT OF J. F. FONTAINE &amp; ASSOCIATES, INC.</small>	
DRAWN BY: CJO	DATE: 3-1-12
DESIGNED BY: JFF	DATE: 3-1-12
LATEST REVISION DATE:	

**MEN WATER SUPPLY CORPORATION**  
HAVARD COUNTY

LOCATION MAP  
 NORTHSHORE HARBOR  
 WATER SERVICE ON-SITE

PREPARED BY  
 J. F. FONTAINE & ASSOCIATES, INC.  
 Palestine, Texas

BY:	DRAWING NO. SHEET2	SHEET 2 OF 6 SHEETS
-----	--------------------	---------------------

#21.

711



Travelers Bond & Financial Products  
1301 E. Collins Blvd., Ste 340  
Richardson, TX 75081

**ROAD USE BOND**

Bond No. 710S100753026-663

Amount: \$145,000.00

KNOW ALL MEN BY THESE PRESENTS THAT **DEVON ENERGY PRODUCTION COMPANY LP** as Principal, hereinafter called the Principal, and **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA** a corporation created and existing under the laws of Conneticut and duly authorized to transact the business of Suretyship in Texas as Surety, hereinafter called the Surety, are held and firmly bound unto **NAVARRO COUNTY, TEXAS** as Obligee, in the amount of **ONE HUNDRED FORTY FIVE THOUSAND AND NO/100<sup>th</sup>s** dollars (**\$145,000.00**) lawful money, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a Road Use Agreement dated **August 23, 2012** for the purpose of the Principal operating heavy equipment on the following Navarro County roads designated by the Obligee:

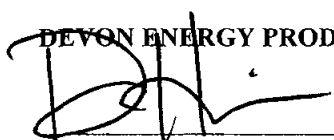
CR-2160 (1.4Miles); CR-3070 (7/10 Mile) and CR-3090 (8/10 Mile)

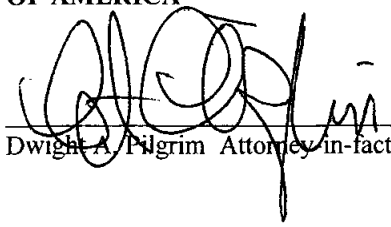
NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall maintain and repair any damage it causes to designated roads as set out in the Road Use Agreement, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED ALWAYS, that if the Surety shall at any time give sixty (60) days notice in writing to the Principal and the Obligee of its intention to put an end to the Suretyship hereby entered into then this bond and all accruing responsibility thereunder shall from and after the last day of such sixty (60) days aforesaid cease and determine except insofar as the Principal has made default prior to the said last day of such period.

Any suit under this Bond must be instituted before the expiration of one (1) year from the date of termination.

Signed, sealed and dated this **23rd** day of **August, 2012**.

**DEVON ENERGY PRODUCTION COMPANY**  
  
\_\_\_\_\_  
David G. Harris Vice President & Treasurer

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**  
  
\_\_\_\_\_  
Dwight A. Pilgrim Attorney-in-fact

Left

Blank

on

Purpose



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 222737

Certificate No. 004814190

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Shelli R. Samsel, E. Gayle Harris, Dwight A. Pilgrim, and Colleen P. Quintero

of the City of Oklahoma City, State of Oklahoma, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 16th day of April, 2012

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 16th day of April, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

714

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23RD day of AUGUST, 2012

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

#22

DALLAS PRODUCTION, INC.  
4600 GREENVILLE AVENUE, SUITE 300  
DALLAS, TX 75206

214-369-9266

August 23, 2012

Commissioner Martin  
Navarro County Courthouse  
300 West 3<sup>rd</sup> Avenue, Suite 14  
Corsicana, TX 75110

Re: Road Use Bond No. RLB0014707

Dear Commissioner Martin:

Please find enclosed Road Use Bond No. RLB0014707 for using Navarro County Roads 3110 and 3150.  
If you have any questions or if you need additional information, please contact me at the address above.

Yours truly,



Alan Morgan



ROAD USE BOND

KNOW ALL BY THESE PRESENTS, That we, Dallas Production, Inc. as Principal, and the RLI Insurance Company, an Illinois corporation, as Surety, are held and firmly bound unto Navarro County Precinct 2, 907 NW 2nd Street, Kerens, TX 75144, as Obligee, in the sum of Seventy Five Thousand and No/100 Dollars (\$75,000.00) for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has or is about to enter into a contract, with the Obligee, for use of approximately 1.5 miles of County Roads 3110 and 3150. Principal will be responsible for maintenance or restoration or both (but not betterment) of the roads, in excess of normal maintenance. Normal maintenance cost shall be the sole responsibility of the Obligee.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the Principal shall well and truly comply with the Contract, and conduct business in conformity therewith, then this obligation to be void; otherwise to remain in full force and effect; in no event shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

- 1. This obligation may be canceled by the Surety by giving thirty (30) days notice in writing of its intention to do so to the Obligee, and the Surety shall be relieved of any further liability under this Bond thirty (30) days after receipt of said notice by the Obligee, except for defaults occurring prior thereto.
2. The term of this Bond shall be from August 22, 2012 to August 22, 2013.
3. Any claim must be presented in writing, during the term of this bond, to RLI Insurance Company to the attention of Greg E. Chilson, 8 Greenway Plaza, Suite 400, Houston, Texas 77046. Any claims made outside the term of the bond shall be null and void and of no effect.
4. Surety shall have no obligation to the Principal, the Obligee or any other person or entity for any loss suffered by the Principal, the Obligee or any other person or entity by reason of acts or omissions which are or could be covered by the Obligee's or the Principal's general liability insurance, products liability insurance, completed operations insurance or any other insurance.
5. No right or action shall accrue under this Bond to or for the use or benefit of anyone other than the named Obligee.
6. The Obligee will issue a release of this Bond within a reasonable period, but in no instance longer than thirty (30) days after termination of the contract.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals this 22nd day of August, 2012, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative pursuant to authority of its governing body.

Dallas Production, Inc. Principal

By R. D. Johnson Executive Vice President, Secretary & CFO

RLI Insurance Company
8 Greenway Plaza, Suite 400
Houston, TX 77046

By Robbie Duxbury, Attorney-in-Fact Surety



RLB0014707

RLI Surety  
A division of RLI Insurance Company

**POWER OF ATTORNEY**  
RLI Insurance Company

**Know All Men by These Presents:**

That the RLI INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: ROBBIE DUXBURY in the City of HOUSTON, State of TEXAS, as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of documents to-wit:

\$75,000.00

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; policies indemnifying employers against loss or damage caused by the misconduct of their employees; official, bail and surety and fidelity bonds. Indemnity in all cases where indemnity may be lawfully given; and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company, and to compromise and settle any and all claims or demands made or existing against said Company.

The RLI INSURANCE COMPANY further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or Agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers-of-Attorney, or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

(Blue shaded areas above indicate authenticity)

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its PRESIDENT with its corporate seal affixed this

ATTEST:  
Jean M. Stephenson  
CORPORATE SECRETARY  
State of Illinois )  
                          ) SS  
County of Peoria )



RLI INSURANCE COMPANY  
Michael J. Stone  
PRESIDENT

On this 22 day of August 2012 before me, a Notary Public, personally appeared Michael J. Stone and Jean M. Stephenson, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as President and Corporate Secretary, respectively, of the said RLI INSURANCE COMPANY, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Jacqueline M. Bockler  
Notary Public



#23

**AGREEMENT FOR LICENSE ADJACENT TO OR CROSSING COUNTY ROADS**

**STATE OF TEXAS §**

**COUNTY OF NAVARRO §**

**KNOW ALL MEN BY THESE PRESENTS:**

Sunoco Logistics, Owner of a (pipeline, utility line, gas or sewer line) hereby contracts and covenants with Navarro County ("the County") as follows:

I. Randy Vaughn, desires to construct and maintain a pipeline, utility line, or gas or sewer line in Navarro County, Texas and it is necessary to cross certain county road(s) SE County Rd 30 located in Precinct # 2 more fully described on the map attached hereto as Exhibit A and incorporated herein by reference. The license granted herein shall extend 5 feet on either side of the pipeline as it crosses the county road.

II. In consideration for the County granting permission through the issuance of a permit to lay a pipeline, utility line, or gas or sewer line adjacent to or crossing said county roads above described in Navarro County, Texas, the Owner hereby warrants, agrees and covenants that any crossing shall be constructed as follows:

All county road crossings shall be bored unless a variance is granted by Navarro County Commissioners Court, and lines underneath such roads shall be cased or otherwise constructed to provide maximum protection against damage or leaks. Owner may not block the county road during construction and must provide for at least one lane of traffic. The points where the pipeline crosses the road shall be clearly marked and the line shall be placed at a depth of no less than 4 (four) feet underneath the lowest part of the County's bar ditches and/or road surfaces.

Type of Pipeline:

12" Crude oil

The transport route (beginning and end): Corsicana to Tyler

**(A detailed construction plan must be submitted with application)**

**Pipelines which run adjacent to a county road and which are within a county road easement shall be placed at a depth of no less than four (4) feet underneath the lowest part of the County's bar ditches and/or road surfaces.**

**The pipeline shall be constructed in a safe and prudent manner and shall consist of only acceptable commercial pipeline materials. The Owner shall be responsible for maintaining the pipeline and the license area. In the event the pipeline is ever abandoned or ceases to be used for more than 6 consecutive months, this license shall terminate and revert to the County. In addition, if the pipeline is ever abandoned or ceases to be used for more than 6 consecutive months, the Owner shall, at the County's request, remove the pipeline from the license area and restore the property to its original condition.**

**SEE ATTACHMENT "A" IF THIS IS FOR A PETROLEUM PIPELINE.**

**III. In consideration of the granting of this license (pipeline, utility line, gas or sewer Line) adjacent to or across the County's roads, the Owner warrants and covenants that any damages which may be caused to County or adjacent property as a result of the construction, maintenance or operation of a pipeline shall be the sole responsibility of the Owner and the Owner warrants and covenants that the area where the construction takes place shall be repaired and put back in the same condition as it originally was before such construction took place.**

**IV. The County and Owner hereby covenant and agree that for each violation of this License agreement, Owner shall pay to the County liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per day, per violation, until such violation have been corrected and the County's requirements complied with. Such compliance shall be determined by the County Commissioner in whose precinct the work occurs.**

V. Owner, at its own expense, shall maintain a general liability insurance policy in an amount sufficient to insure against loss or damages caused by the construction, maintenance and operation of the pipeline. The general liability insurance requirement may be met by a combination of self-insurance, primary and excess insurance policies. Owner shall also, at its own expense, carry worker's compensation insurance as required by law.

VI. Owner, its successors and assigns agree to release, defend, indemnify, and hold harmless the County its respective commissioners, agents and employees (collectively, the "Indemnified Parties"), from any and all costs, losses, claims, judgments, settlements, and damages of every kind and character to real property, personal property or persons (including, without limitation, claims involving environmental laws and regulations, pollution, contamination of ground waters, personal injury and death), lawsuits and/or causes of action (including reasonable attorneys' fees, expert fees and court costs) (collectively "Claims"), which may grow out of, arise from, or in any manner be connected with the activities of Owner's agents, invitees, guests, contractors, servants and employees, on the license area, or any adjacent property, including, without limitation, any Claims arising from loss of subsurface support of any County road and any Claims arising from the production or transportation of materials through any pipeline. For purposes of this license, environmental laws and regulations include, without limitation, the federal Oil Pollution Act (OPA), the federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the federal Resource Conservation and Recovery Act (RCRA), the federal Clean Water Act, the Texas Solid Waste Disposal Act (TSWDA), the Texas Water Code (TWC), and the federal, state and local rules, regulations, ordinances, orders and governmental directives implementing such statutes.

As used in this license, the term "Hazardous Materials" means any substance or material defined or identified as hazardous, extra-hazardous, toxic or radioactive or subject to regulation as a solid waste or pollutant under any applicable federal, state, or local statute or regulation including, without limitation, the environmental laws and regulations referenced herein. "Remedial Work" is defined as any site investigation or monitoring, any cleanup, containment, remediation, removal, or restoration work performed in response to any federal, state or local government authority or private party action ("action"), or pursuant to any federal, state or local statute, rule, regulation, ordinance, order, governmental directive or other laws ("law"). Owner agrees, for the benefit of the County and any adjacent surface owner, (1) to remove from the license area, if, as and when required by any action or law, any Hazardous Materials placed or released thereon by Owner (including its contractors), (2) to perform Remedial Work where the need therefore arises in connection with Owner's (including its contractors) operations or activities on the license area or any adjacent property, and (3) to comply in all respects with all laws governing operations by Owner (including its contractors) and Remedial Work on or associated with the license area and any adjacent property. Remedial Work shall be performed by one or more contractors selected by Owner under the supervision of an engineer selected by Owner. All costs and expenses of Remedial Work resulting from Owner's (including its drillers' and other contractors') operations shall be paid by Owner, including, without limitation, the charges of such contractors and/or the consulting engineer and the County's reasonable attorneys' fees and costs incurred in connection with the monitoring or review of Remedial Work. If Owner shall fail to timely commence or cause to be commenced, or fail to diligently prosecute to completion, such Remedial Work, the County may (but shall not be required to), after first giving Owner thirty (30) days notice of its failure and Owner's

continued failure to perform, cause such Remedial Work to be performed and Owner will reimburse all reasonable costs of same on demand. The provisions of this Article shall not constitute approval or obligate The County or the surface owner to consent to the imposition of any engineering or institutional control that would restrict or limit future use of the License area for any purpose including, without limitation, any deed restriction or limitation on the use of groundwater or use of the property for residential purposes. Owner will notify the County and surface owner of any claim or other action by any governmental agency or any third party involving the actual or alleged existence of Hazardous Materials on the License area or any adjoining property and provide the County and surface owner with copies of (1) any notice of any actual or threatened release of Hazardous Materials given by Owner pursuant to any law and (2) any report of and response to any such release including all Remedial Work. Owner, its successors and assigns, in accordance with the provisions of Article 8, will release, indemnify, pay and protect, defend and save the Indemnified Parties harmless from all claims, liabilities, fees and expenses of any kind (including reasonable attorneys' fees, expert fees and costs) that arise from the actual or alleged presence or release of any Hazardous Materials in connection with the operations of Owner and Owner's agents, invitees, guests, contractors, servants and employees on the License area or any adjacent property. Such indemnification shall include, without limitation, costs in connection with any Remedial Work performed by the County, surface owner, or any third party in response to any federal, state or governmental authority, laws or regulations, due and payable upon demand by the County or adjacent surface owner. Owner's obligations herein shall survive the termination of this License.

VII. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

VIII. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Agreement are performable in Navarro County, Texas.

IX. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in the Agreement.

X. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. The rights and remedies provided in this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

EXECUTED this 21 day of August, 2012.

OWNER

By: [Signature], its \_\_\_\_\_

Company Name: SUNOCO  
Address: 1800 S. Bus. 45 CORSICANA  
Phone Number: ~~409~~-903-738-0536

NAVARRO COUNTY  
By: [Signature]  
County Judge

By: [Signature]  
Commissioner of Precinct 2



Before me the undersigned notary public on this the 21 day of August, <sup>2012</sup> 2008, appeared #M Davenport, the County Judge of Navarro County, and Dick Martin Commissioner of Precinct 2 of Navarro County, who being sworn upon their oath affirmed that they executed the foregoing License for the purposes and consideration set forth herein.



(seal)

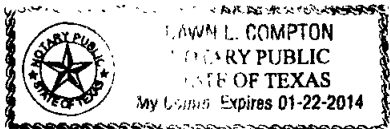
Sherlyn Curtis  
Notary Public, State of Texas

Sherlyn Curtis  
Printed Name

11/18/15  
Commission Expires

Before me the undersigned notary public on this the 21 day of August, <sup>2012</sup> 2008, appeared Randy Vaughn, who is an authorized representative of Sunco Logistics (Owner) and who being sworn upon their oath affirmed that he is authorized by Owner to sign this License and that he executed the foregoing License for the purposes and consideration set forth herein.

(seal)



Dawn Compton  
Notary Public, State of Texas

Dawn Compton  
Printed Name

1-22-2014  
Commission Expires



### **Everbridge SmartGIS for Citizen Alerts-Unlimited Subscription Plan Inclusions**

- One SmartGIS Org
- Unlimited System Use
  - Includes all Contact Types (phone, email, SMS, fax, IM, pager and other types as supported)
- Up to 35 Contact Paths Per User
- Ongoing web training sessions
- Polling Notifications with Call Transfer and Data Collection
- Saved shape library
- Real Time Confirmation of Human Receipt
- Custom Caller-ID / Sender Email (Variable Per Broadcast)
- Text to Speech Conversion
- Stop Broadcast
- Real Time Message Status Dashboard
- SmartRegistration Citizen Opt-In Portal
- Everbridge Mobile Aware with SmartGIS capabilities
- 100% Custom Ad-Hoc Reporting
- 24/7 Live Operator / Customer Service
- 5 Live Operator Access Included With Plan

### **Everbridge SmartGIS for Citizen Alerts-Unlimited Set-Up**

- Dedicated Implementation Specialist / Project Manager
- Everbridge SmartGIS Administrative Setup and Configuration
- Identification and Setup of Organizational Defaults
- Prototype and Demonstration of Expected Usage and Configuration
- Access to Client Success Self Service Portal Including Best Practices Library
- Initial Upload and Geo Coding of a Single Data Source or Optional White Page Data if needed
- Assistance with Data Management / Upload
- Setup and Configuration of 1 Layer
- \*Onsite Training is an Optional Fee\*



505 N Brand Blvd, Ste 700  
Glendale CA 91203 USA

t 818 566 4911  
f 818 494 2299

www.everbridge.com

**QUOTATION**

Quote Number: 00004931

**Confidential**

1 of 3

Exhibit A

**Prepared for:** Eric Meyers  
Navarro County, TX  
North Central TX Council of Gov  
300 W Second Ave  
Corsicana, TX 75110-3004  
(903) 872-6571  
ermeyers@navarrocountyoe.org

**Quotation Date:** June 24, 2012  
**Quote Expiration Date:** September 21, 2012  
**Rep:** Matthew Ward  
(818) 230-9785  
matthew.ward@everbridgemail.com

**Contract Summary Information**

**Contract Period:** Contract Period: 3 Years & 1 Month FREE  
**Contract Optional Years:** 2 Years

**Aware Members up to:** 1,000  
**SmartGIS Households up to:** 22,000

**Annual Subscription**

<u>Product</u>	<u>Fee Type</u>	<u>Qty</u>	<u>List Price</u>	<u>Total Price</u>
Aware Annual Fee	Recurring	1	\$18,995.00	\$0.00
Everbridge SmartGIS-Unlimited Annual Fee	Recurring	1	\$24,100.00	\$17,600.00

**Additional Service Options**

<u>Product</u>	<u>Fee Type</u>	<u>Qty</u>	<u>List Price</u>	<u>Total Price</u>
Aware QuickLaunch Annual Fee	Recurring	1	\$995.00	\$0.00



505 N Brand Blvd, Ste 700 t 888 66 4911 www.everbridge.com  
Glendale CA 91203 USA f 818 484 1290

**QUOTATION**

Quote Number: 00004931  
**Confidential**  
of 3  
Exhibit A

**Pricing Summary:**

Initial Year One-time Fees and Year One Annual Recurring Fees:	\$17,600.00
One-time Implementation and Set Up Fees:	\$1,408.00
<b>Total 13 Month Fees:</b>	<b>\$19,008.00</b>
Subsequent Year(s) Ongoing Annual Recurring Fees:	\$17,600.00
Optional Year(s) Ongoing Annual Recurring Fees:	\$17,600.00

1. Additional rates apply for all international calls.
2. Quote subject to terms & conditions of the Everbridge Services Agreement.
3. Successful delivery of text messages is dependent on the Member's SMS plan.
4. Customer is responsible for acquiring its Members' permission to use, store and download their contact information.
5. Additional Annual Subscription Fees and/or Usage Fees will apply for Member counts or minute usage amounts beyond the limits outlined above.
6. Except for currency designation, the supplemental notes or comments supplied in this Quote are for informational purposes and not intended to be legally binding or override negotiated language of the Everbridge Inc. Service Agreement.

Quote is for an ANNUAL UNLIMITED USE system which includes:  
 Unlimited use – all contact or call types – up to 35 paths per person: Phone (Home, Cell, Work, Other), SMS (SMPP and SMTP), email (multiple accounts per person), Pagers (one way, two way, TAP, Numeric and Alpha Numeric), Fax, IM (Instant Message) TTY/TDD as well as other paths as they become available  
 Unlimited administrators  
 Unlimited ongoing training  
 All system updates  
 Both Aware for employees and SmartGIS for Citizens  
 Custom Citizen/Business Opt-in Page design and hosting (provides portal for collecting additional contact paths of citizens and businesses)  
 Initial upload and Geo Coding of Single Source of Data  
 Annual refresh of Phone Data  
 Everbridge is a GSA approved vendor. Everbridge's GSA number is: GS-35F-0692P  
 There is a 5% pre-pay discount if three years are paid up front

Everbridge definition of a household:  
 A household is a unique address – as an example 123 Apple Lane  
 A household may have more than one member register through the opt-in portal - for example 123 Apple Lane:  
 Father registered with 6 contact paths (cell phone, work phone, SMS, work email, personal email, fax)  
 Mother registered with 8 contact paths (work phone, instant messenger, SMS, work email, pager, home phone, cell phone, personal email)  
 Child registered with 2 contact paths (SMS, cell phone)  
 These unique profiles are collected through the opt-in and "layered" on top of the original home phone number uploaded with the initial White Page data.  
 This entire profile still counts as 1 household.  
 A business counts as 1 "household"



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Glendale CA 91203 USA f 818.484.2299

**QUOTATION**

Quote Number: 00004931

Confidential

3 of 3

Exhibit A

Authorized by Everbridge:

*[Signature]* 8/28/2012  
Signature Date

MARIE-LAURE LEGUSE, V.P. OF FINANCE  
Print Name Title

To accept this quote, sign, date and return:

*[Signature]* 8/27/12  
Authorized Signature Date

H.M. DAVENPORT, Jr. Co. Judge  
Print Name Title



everbridge

Everbridge, Inc.  
Service Agreement

This Service Agreement ("Agreement") is entered into by and between Everbridge Inc. ("Everbridge"), and NAVARRO COUNTY ("Customer"), effective on the date of Customer's signature below ("Effective Date"). Everbridge and Customer are each hereinafter sometimes referred to as a "Party" and collectively, the "Parties."

THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS GOVERNING THE USE OF EVERBRIDGE'S SERVICE:

1. DEFINITIONS. As used herein, the following terms shall have the meanings ascribed to them as set forth below:

"Everbridge Technology" includes, without limitation, the Software, all proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs, and other tangible or intangible technical material or information) made available to Customer through the Service or otherwise in connection with this Agreement. "Applicable Law" means any domestic or foreign law (statutory, common, or otherwise), order, writ, injunction, decree, award, stipulation, ordinance or administrative doctrine, ordinance, equitable principle, code, rule, regulation, executive order, request, or other similar authority enacted, adopted, promulgated, or applied by any Governmental Body, each as amended including, without limitation, the Telephone Consumer Privacy Act (TCPA, 47 USC Section 227) and implementing Federal Communications Rules (47 CFR 64.1200), the CAN-SPAM Act (15 USC Section 7701 et seq.) and the FCC's implementing rules (47 CFR Section 64.3100, with respect to communications to wireless devices) (47 CFR 64.3100), and the Federal Trade Commission's implementing rules (16 CFR Section 316.3, with respect to communications to computers). "AUP" means the Acceptable Use Policy of Everbridge, available at <http://www.everbridge.com/aup>, as may be amended from time to time to time. "Customer Data" means the names and contact paths for Members, and any and all electronic data provided by Customer to Everbridge in connection with the use of the Service. "Governmental Body" means any legislature, agency, bureau, branch, department, division, commission, court, tribunal, magistrate, justice, multi-national organization, quasi-governmental body, or other similar recognized organization or body of any federal, state, county, municipal, local, or foreign government or other similar recognized organization or body exercising similar powers or authority. "Intellectual Property Rights" means patented or unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

"Member" or "Members" shall mean Customer's employees, agents, representatives, clients, customers, subscribers, members and/or other persons or entities whom Customer may wish to contact using the Service, provided, however, that each Member Record, if more than one for any Member, shall be deemed to represent a separate Member for all purposes hereunder. "Member Record" includes, without limitation, the Customer Data for a Member. "Quote" means the description of Services purchased by Customer, subject to the terms and conditions hereof, which is attached hereto as Exhibit A and incorporated herein by this reference. "Software" means the computer source code and object code, including, without limitation, the software, provided or used by Everbridge in connection with the Service provided hereunder. "Users" means Members, Customer's employees, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by Customer (or by Everbridge at Customer's request).

2. SERVICE. Subject to the provisions of this Agreement, Everbridge shall provide Customer access to the service utilizing the Software, applications and services that comprise the Everbridge Mass Notification System ("System"), an automated system for delivery of messages to multiple Members via multiple communication paths, and for processing responses thereto, as set forth in the Quote (the "Service"). Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including any new Service, will be subject to the provisions of this Agreement. Everbridge shall make the Service available to Customer pursuant to the terms and conditions set forth in this Agreement. Customer agrees that its purchase of the Service is not contingent upon the delivery of any future functionality or features, nor is it dependent upon any oral or written public comments made by Everbridge with respect to future functionality or features.

3. USE OF THE SERVICE.

3.1 Everbridge Responsibilities. Everbridge shall: (i) in addition to its confidentiality obligations pursuant to Section 10, not use, edit or disclose to any party other than Customer, the Customer Data, unless otherwise required by a Governmental Body; (ii) use commercially reasonable efforts to provide the Service herein contemplated; (iii) use commercially reasonable efforts to provide support for the Service, except for: any unavailability caused by circumstances beyond Everbridge's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems,

and network intrusions or denial of service attacks, in each case, which are not within Everbridge's possession or reasonable control. The Everbridge System delivers messages for supported contact paths to the public / private networks and carriers, but cannot guarantee delivery of the messages to the recipients. Final delivery of messages to recipients is dependent on and is the responsibility of the designated public / private networks or carriers.

3.2 Customer Responsibilities.

(a) Customer is responsible for all activities that occur under Customer's account. Customer shall: (i) provide Everbridge with the Customer Data for Members that Customer and Customer's authorized users want to communicate with using the Service; (ii) provide Everbridge with this Customer Data in a form and format specified by Everbridge, if so required; (iii) have sole and exclusive responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (iv) maintain a copy of all Customer Data it provides to Everbridge; (v) designate certain Users to access and use the Service on Customer's behalf; (vi) ensure that Users shall at all times use the Service in accordance and in compliance with this Agreement, and the AUP, as each may be updated periodically by Everbridge; (vii) prevent unauthorized access to, or use of, the Service, and notify Everbridge promptly of any such unauthorized use and, notwithstanding anything to the contrary in this Agreement, Everbridge shall have no liability for any losses, damages, claims, suits or other actions arising out of or in connection with such unauthorized or improper use of the Service by Customer, Users or Members; and (viii) comply with all Applicable Laws; (ix) cause such number of its employees, as determined by Customer, to undergo initial setup and training, as set forth in the Quote; (x) not cause any disturbances, outages or take any other actions that may adversely affect the Service; and (xi) be responsible for, and/or its Users shall be responsible for, payment of any service fees, text messaging fees, and any other third party fees or expenses, associated or incurred in connection with, the access or use of the Service by Customer and/or its Users. Customer acknowledges that it is solely responsible for the content of any information that it makes available through the Service and that Everbridge will not, except as otherwise expressly herein set forth, monitor Customer or Customer's use of the Service to examine the content passing through it. Notwithstanding anything to the contrary in this Agreement, in no event shall Everbridge be liable to Customer, a Member or any other third party for any failure on the part of Customer to fulfill its responsibilities pursuant to this Section 3.2 and Everbridge expressly disclaims any liability arising therefrom.

(b) Customer agrees to: (i) provide true, accurate, current, up-to-date and complete Customer Data and information about itself; and (ii) maintain and promptly update the Customer Data to keep it true, accurate, current and complete, the failure of which shall not impose or create any liability or obligation on the part of Everbridge. If Customer authorizes Everbridge to do so, Customer's Members will be allowed access to their personal Customer Data to make modifications or changes thereto. If Customer or any Member provides any information that is untrue, inaccurate, not current or incomplete, Customer understands, acknowledges and agrees that any notifications sent utilizing the Service may not reach the intended Member.

(c) Customer may designate up to the number of Users permitted under its account, which corresponds to the level of Service purchased by Customer as set forth in the Quote. Customer shall be responsible for the confidentiality and use of its Users' identifications and passwords. Customer shall be responsible for all electronic communications (including maintenance of Customer Data) and the sending of messages to Members ("Electronic Communications") entered through or under a User's identification and/or password(s). Everbridge will act as though any Electronic Communications sent by Customer shall comply with Applicable Law, and shall have been sent by an authorized User, and shall be permitted to rely thereon for all purposes. Customer agrees to immediately notify Everbridge if it becomes aware of any loss or theft of a User's identification and/or password(s) or any unauthorized use of the Service and/or identification and/or password(s) used in connection therewith.

4. Use Guidelines. Customer shall use the Service solely for its internal business purposes as contemplated by this Agreement and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than as contemplated by this Agreement; or (ii) use the Service in violation of the AUP or Applicable Law.

5. TERM. This Agreement will commence on the Effective Date and will continue in force for three years (3) years or (1) Month (the "Initial Term"). Subject to the provisions of this Section 5, unless terminated in writing by either Party not less than 60 days prior to the expiration of the then current Term, this Agreement shall automatically renew for additional successive one-year terms (each a "Renewal Term" and, together with the Initial Term, collectively hereinafter referred to as the "Term"). Any termination pursuant to this Section 5 shall be effective at the end of the Initial Term or the then current Renewal Term for subsequent years.

## 6. TERMINATION; SUSPENSION.

6.1 **Termination by Either Party.** During the Initial Term and any Renewal Term, either Party may terminate this Agreement for cause, upon the other Party's material breach of this Agreement, provided that (i) the non-breaching Party sends written notice to the breaching Party describing the breach in reasonable detail; (ii) the breaching Party does not cure the breach within thirty (30) days following its receipt of such notice (the "Notice Period"); and (iii) following the expiration of the Notice Period, the non-breaching Party sends a second written notice to the breaching Party indicating the non-breaching Party's election to terminate this Agreement.

6.2 **Termination, Suspension by Everbridge.** In the event Customer fails to pay any fees or charges within thirty (30) days of the due date, Everbridge may terminate this Agreement and/or the Service, at Everbridge's sole discretion. Termination for non-payment shall not relieve Customer of its responsibilities under this Agreement including, but not limited to, its obligation to pay the fees accruing under or with respect to this Agreement for periods prior to or following such termination. In furtherance of, and not in limitation of the foregoing, Everbridge may, at its option, suspend the Service or terminate this Agreement, effective upon notice, should Customer's or a User's use of the Service (i) violate the provisions of Section 3.2 hereof, or (ii) in the event Customer fails to pay any fees or charges when due. In the event of a suspension of the Service, Customer's account shall not be reactivated until such time as Customer shall be in compliance with the AUP, Section 3.2 and/or shall have paid all past due amounts, as the case may be, plus Customer shall have paid a reconnection fee of \$1,000.

7. **PRICING.** As consideration for the Service, and subject to the other terms of this Agreement, Customer shall pay the fees set forth in the Quote ("Pricing"). If Customer exceeds the minutes usage and/or Member count as specified in the Quote, then, Everbridge reserves the right to review the minutes and Member usage from time to time during the Term and to invoice Customer therefor at the current rates and Customer shall pay within 30 days of invoice. Fees for professional services, if applicable, shall be set forth in a SOW. Notwithstanding anything to the contrary in Section 5 or elsewhere in this Agreement, the Pricing shall be automatically increased by five percent (5%) for the first Renewal Term following the Initial Term, and for each successive Renewal Term thereafter.

## 8. PAYMENT TERMS; TAXES.

8.1 **Payment.** Unless otherwise set forth in Exhibit A, Everbridge shall invoice Customer annually in advance for each year of the Initial Term and annually in advance for any Renewal Term. All payments, including, without limitation, fees for professional services, shall be made within thirty (30) days from the date of invoice. If any fee is not paid within thirty (30) days after it is due, in addition to any other rights and remedies that Everbridge may have hereunder (including, without limitation, pursuant to Section 6.2), Everbridge reserves the right to charge interest at a rate of one and one-half percent (1½%) per month or the highest rate allowed by Applicable Law, whichever is lower.

8.2 **Taxes.** Unless otherwise provided for in Exhibit A, or in a SOW, as the case may be, Everbridge's Pricing and fees for professional services do not include any local, state, federal or foreign taxes, levies or duties of any nature ("Taxes"). Customer is responsible for paying all Taxes, excluding only taxes based on Everbridge's income. If Everbridge has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Everbridge with a valid tax exemption certificate authorized by the appropriate taxing authority. Customer will indemnify and hold Everbridge harmless from all taxes, fines and penalties in the event Customer's tax exemption certificate is challenged by any taxing authority.

## 9. PROPRIETARY RIGHTS.

9.1 **Grant of Right of Access and Use.** Everbridge hereby grants to Customer, during the Term, a non-exclusive, non-transferable right to access and use the Service, solely for Customer's own internal business purposes, subject to the terms and conditions of this Agreement. Upon suspension of the Service as herein contemplated, or upon termination of this Agreement for any reason, all rights granted to Customer pursuant to this Agreement shall terminate immediately, and Customer shall promptly discontinue all further use of the Service.

9.2 **Restrictions.** Customer will not: (i) copy, modify, port, adapt, translate, localize, reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code of the Software, the Service or any portion thereof for any purposes, including, without limitation, to (x) build a competitive product or service; (y) build a product using similar ideas, features, functions or graphics of the Service; or (z) copy any ideas, features, functions or graphics of the Service; (ii) create derivative works based on the Software, the Service or any portion thereof or merge any of the foregoing with any third party software or services; (iii) remove, obscure or alter any proprietary notices or labels on the Software, or any portion of the Service; (iv) transfer, lease, assign, sublicense,

pledge, rent, share, distribute or allow any lien or encumbrance to be placed on the Service or Software or any portions thereof; (v) disclose the results of any performance, functional or other evaluation or benchmarking of the Software or Service; provided, however, Customer may distribute the reports and other data generated by the Service (excluding any Everbridge intellectual property or confidential information included therein); (vi) use the Software, the Service or any portion thereof to provide services to any third party or for the benefit of any third party, including, without limitation, any entity or individual that markets, distributes or provides notification software or services; (vii) create Internet "links" to or from the Service, or "frame" or "mirror" any content forming part of the Service, other than on Customer's own intranets or otherwise for its own internal business purposes; (viii) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the Service or the Software; or (ix) permit access to the Software, the Service or any portion thereof by any third party other than Customer's Users who (a) are bound by the terms of a written agreement with Customer which will protect Everbridge and its intellectual Property Rights in a manner no less protective as the terms hereof and (b) use the Software and the Service solely for the benefit of Customer (each a "Permitted Contractor"). Customer shall be liable to Everbridge for any breach of the terms of this Agreement by any of its Permitted Contractors to the same extent that Customer would be liable hereunder had it committed the same breach.

9.3 **Reservation of Rights.** Other than as expressly set forth in this Agreement, no license or other rights in or to the Everbridge Technology or Intellectual Property Rights therein are granted to Customer, and all such licenses and rights are hereby expressly reserved. In furtherance of, and not in limitation of the foregoing, Everbridge owns all rights, title and interest, including any and all related Intellectual Property Rights, in and to Everbridge Technology and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or a User, relating to the Service. Customer acknowledges and agrees that Everbridge will retain all right, title and interest to benchmarking data, abstracted derivative data, transactional, performance data and metadata (but not to Customer Data) related to use of the Service or the Software and the Service which Everbridge may aggregate, benchmark and collect in such a way as to not allow identification of Customer or a User (including Software use optimization and product marketing), provided that such use does not reveal the identity of Customer or Users or specific Software use characteristics that may be identified to Customer (collectively, the "Transactional Data"). This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Service, Everbridge Technology or Intellectual Property Rights owned by Everbridge, provided, however, that as between Everbridge and Customer, all Customer Data that is not Transactional Data shall be owned exclusively by Customer.

## 10. CONFIDENTIAL INFORMATION.

10.1 **Definition; Protection.** As used herein, "Confidential Information" means all confidential and proprietary information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected herein and in all Order Forms hereunder), the Customer Data, the Service, the Everbridge Technology and Intellectual Property Rights therein, business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information (except for Customer Data) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 10, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate, in furtherance of, and not in limitation of anything set forth in this Section 10 or elsewhere in this Agreement, the terms and conditions of this Agreement shall be Confidential Information of Everbridge.

## 11. WARRANTIES & DISCLAIMERS.

11.1 **Warranties.** Customer represents and warrants that it has the legal power to enter into this Agreement and shall perform the responsibilities required by it pursuant to Section 3.2. By purchasing the Service, Customer authorizes Everbridge to collect, store and process Customer Data subject to the terms of this Agreement. Customer shall ensure that, during use of the Service, Customer shall have a privacy policy that clearly and conspicuously notifies the

Members of the way in which Customer Data shall be used. Customer represents and warrants that the collection, storage and processing of such Customer Data, and the use of the Service, as provided in this Agreement, will at all times comply with (i) its own policies regarding privacy and protection of user information; and (ii) all Applicable Laws, including those related to processing, storage, use, reuse, disclosure, security, protection and handling of Customer Data.

**11.2 Disclaimer.** Except as expressly provided herein, Everbridge makes no warranty of any kind, whether express, implied, statutory, or otherwise. Everbridge hereby specifically disclaims all implied warranties, including any warranty of merchantability or fitness for a particular purpose, to the maximum extent permitted by Applicable Law.

**12. PROFESSIONAL SERVICES.** Everbridge may provide professional services to Customer from time to time. Such professional services shall, unless otherwise expressly therein set forth, be provided in accordance with, and subject to, the provisions hereof and any additional terms related thereto which are set forth in a Statement of Work ("SOW").

**13. INDEMNIFICATION.**

**13.1 By Customer.** Customer shall defend, indemnify and hold Everbridge harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with any claims, suits or proceedings ("Claims") arising as a result of a breach of this Agreement.

**13.2 By Everbridge.** Everbridge shall defend, indemnify and hold Customer harmless from and against any Claim against Customer, but only to the extent it is based on a Claim that the Service directly infringes an issued patent or other intellectual property right of a country in which the Service is actually provided to Customer. If the Service is held to infringe and the use enjoined, Everbridge shall have the option, at its own expense, to procure for Customer the right to continue using the Service; or replace same with a non-infringing service; or modify such Service so that it becomes non-infringing or, if the foregoing options are not available under commercially reasonable terms as determined by Everbridge, Everbridge may terminate this Agreement upon notice to Customer and Everbridge will refund to Customer any fees prepaid but unused as of the effective date of termination. Everbridge shall have no liability for any infringement of patents, copyrights, or other intellectual property rights resulting from Customer content, use of the Service other than as specified in relevant Everbridge documentation, or use of the Service with products or services not supplied by Everbridge. Everbridge's indemnification obligations hereunder shall not apply to the extent that any warranty claim or demand for indemnification arises as a result of or is caused by (i) any unauthorized use, reproduction, or distribution of the Service or Software; (ii) any use of the Service or Software in combination with other products, equipment, software, or data not supplied by Everbridge; (iii) any use, reproduction, or distribution of any release of the Service or Software other than the most current release made available to Customer, or (iv) any modification of the Service or Software by any person other than Everbridge.

**14. LIMITATION OF LIABILITY.** In no event shall either Party have any liability to the other Party for any loss of use, interruption of business, or any lost profits, loss of use, costs of procurement of substitute goods or services, or for any indirect, special, incidental, punitive, or consequential damages, however caused and, whether in contract, tort or under any other theory of liability, whether or not the party has been advised of the possibility of such damage. Notwithstanding anything in this Agreement to the contrary, in no event shall Everbridge's aggregate liability, however arising out of or related to this Agreement, whether in contract, tort or under any other theory of liability, exceed amounts actually paid by Customer to Everbridge hereunder during the 12 month period prior to the event giving rise to any liability of Everbridge as contemplated by this Agreement.

**15. MISCELLANEOUS.**

**15.1 Non-Solicitation and Non-Interference.** As additional protection for Everbridge's proprietary information, for so long as this Agreement remains in effect, and for one year thereafter, Customer agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of Everbridge. In the event that Customer hires any such employee (whether as an employee or consultant or otherwise engages the services of such employee), Customer shall pay to Everbridge an amount equal to 100% of the total first-year compensation which Customer pays such individual as a fee, salary, or other compensation.

**15.2 Waiver; Severability.** The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement, or any rights in respect thereof, or the exercise of or failure to exercise by either Party any rights or any of its elections herein provided, shall in no way be considered to be a waiver of such provisions, terms, rights or elections or in any way to affect the validity of this Agreement. If any of the provisions of this Agreement, or portion thereof, are held invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of this Agreement. In such event, the Parties shall negotiate, in good faith, a substitute, enforceable provision which most nearly affects their original intent in entering into this Agreement, failing which the Parties agree that the governmental body, arbitrator, or mediator making such determination shall have the power to modify the provision in a manner consistent with its objectives such that it is enforceable, and/or to delete specific words or phrases, and in its reduced form, such provision shall then be enforceable and

shall be enforced.

**15.3 Assignment.** Neither this Agreement nor any rights granted hereunder may be sold, leased, assigned (including an assignment by operation of law), or otherwise transferred, in whole or in part, by Customer, and any such attempted assignment shall be void and of no effect without the advance written consent of Everbridge, such consent not to be unreasonably withheld.

**15.4 Governing Law; Attorney's Fees.** This Agreement shall be governed exclusively by the internal laws of the State of California, without regard to its conflicts of laws rules. The state and federal courts located in Los Angeles County, California shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each Party hereby consents to the exclusive jurisdiction of such courts. Each Party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement. If either Party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs.

**15.5 Notices.** All notices, consents and approvals under this Agreement must be delivered in writing (i) by courier, or (ii) by certified or registered mail, (postage prepaid and return receipt requested), to the other Party at the address set forth below, and will be effective upon receipt or three business days after being deposited in the mail as required above, whichever occurs sooner. Either Party may change its address by giving notice of the new address to the other Party. Notwithstanding the foregoing, any reports or other deliverables herein set forth or in a Transaction Document may, to the extent practicable, be delivered by Everbridge to Customer by electronic transmission (email) or by facsimile, in addition to the any other means herein provided for. Annual Invoices shall be sent to the Customer's contact and address following Customer's signature below.

**15.6 No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

**15.7 Entire Agreement.** This Agreement, the Exhibits, agreements and documents referenced herein and therein, and the AUP, (the "Transaction Documents") constitute the entire agreement between the Parties and supersedes any and all other agreements and understandings between Everbridge and Customer, whether oral or written, with respect to the subject matter hereof. This Agreement and, except as otherwise herein provided for, the Transaction Documents, shall not be modified or amended in any manner except by a writing signed by authorized representatives of both Parties. Nothing contained in a Transaction Document shall, except as otherwise herein provided for, modify any of the express terms or conditions set forth in this Agreement, and if any provision in a Transaction Document conflicts with a provision of this Agreement, such conflict shall be resolved in favor of this Agreement, unless the provision of such Transaction Document expressly provides otherwise. ANY ALTERATIONS, MODIFICATIONS OR ADDITIONS MADE TO THIS AGREEMENT BY WAY OF ANY DOCUMENTATION, INCLUDING, BUT NOT LIMITED TO, PURCHASE ORDERS OR DELIVERY ACCEPTANCE DOCUMENT(S), ISSUED BY CUSTOMER WITH REFERENCE TO THE SUBJECT MATTER OF THIS AGREEMENT, WILL BE VOID, AND OF NO FORCE OR EFFECT. ANY ACCEPTANCE OF PAYMENT BY EVERBRIDGE OR RECEIPT OR ACKNOWLEDGMENT BY EVERBRIDGE OF RECEIPT OF ANY SUCH DOCUMENTATION SHALL NOT CONSTITUTE AGREEMENT TO ANY TERMS OR CONDITIONS OTHER THAN THOSE SET FORTH IN THIS AGREEMENT.

**15.8 Marketing.** Customer agrees to be referenced as an Everbridge customer in a press release within thirty (30) days of the Effective Date. Expenses related to the creation and distribution of this press release will be borne by Everbridge.

**15.9 Survival.** Sections 1, 3, 4, 5, 6, and Sections 8 through 15 shall survive the expiration or earlier termination of this Agreement.

**15.10 Counterparts.** This Agreement and any Transaction Document may be executed in one or more counterparts, all of which together shall constitute one original document. In lieu of the original, a facsimile transmission or copy of the original shall be as effective and enforceable as the original. A facsimile or .PDF signature shall be deemed an original for purposes of evidencing execution of this Agreement.

**15.11 Export Compliant.** Neither party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.



IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date set forth above.

EVERBRIDGE, INC.

By: [Signature]

Print Name: MARKIE-LAURE LEBLISE

Title: V.P. OF FINANCE

Date: 8/28/2012

Address:  
505 N. Brand Blvd., Suite 700  
Glendale, CA 91203

CUSTOMER: NAVARRO County

By: [Signature]

Print Name: H.M. DAVENTPORT, Jr.

Title: Navarro Co. Judge

Date: August 27, 2012

Customer's address for legal notices:  
Both County Judge & Auditor

\_\_\_\_\_

Attn: \_\_\_\_\_

Customer's address for billing:  
Navarro County Auditors' Office  
300 W. Third Ave. Ste. 10  
Corsicana, TX 75110

Attn: \_\_\_\_\_  
Email address for billing: gturner@navarrocounty.org  
Telephone number: (409) 654-3095



#30

133



EXECUTIVE OFFICE OF THE PRESIDENT  
OFFICE OF NATIONAL DRUG CONTROL POLICY  
Washington, D.C. 20503

June 22, 2012

RECEIVED

AUG 18 2012

NAVARRO COUNTY  
AUDITOR'S OFFICE

Judge H. M. Davenport  
Navarro County  
300 W 3rd Avenue, Suite 10  
Corsicana, TX 75110

Dear Judge Davenport:

Grant number G11NT0001A has been decreased and now totals \$2,571,009.00.

The original of Modification 11 is enclosed. If you accept this Modification, sign the Modification and return a copy to the Assistance Center in Miami. Keep the original Modification for your file.

All terms and conditions of the original award apply to the Modification. If you have any questions pertaining to this grant award, please feel free to contact Lisa Newton at (202) 395-6639.

Sincerely,

*M. Gottlieb*

Michael Gottlieb  
National HIDTA Director

Enclosures

<b>Executive Office of the President Office of National Drug Control Policy</b>		<b>AWARD Grant</b>	Page 1 of 1
1. Recipient Name and Address Judge H. M. Davenport Navarro County 300 W 3rd Avenue Suite 10 Corsicana, TX 75110		4. Award Number: G11NT0001A	
		5. Grant Period: From 01/01/2011 to 12/31/2012	
1A. Subrecipient IRS/Vendor No.	6. Date: 6/22/2012	7. Action	
Subrecipient Name and Address	8. Supplement Number 11	Initial	
		<input checked="" type="checkbox"/> Supplemental	
2A. Subrecipient IRS/Vendor No.:	9. Previous Award Amount:	\$2,571,269.00	
3. Project Title	10. Amount of This Award:	(\$260.00)	
Multiple	11. Total Award:	\$2,571,009.00	
12. The above Grant is approved subject to such conditions or limitations as are set forth in the original award.			
13. Statutory Authority for Grant: Public Law 112-10			
<b>AGENCY APPROVAL</b>		<b>RECIPIENT ACCEPTANCE</b>	
14. Typed Name and Title of Approving Official Michael Gottlieb National HIDTA Director		15. Typed Name and Title of Authorized Official H. M. Davenport Navarro County	
16. Signature of Approving ONDCP Official <i>M. Gottlieb</i>		17. Signature of Authorized Recipient/Date <i>H. M. Davenport</i> 8/27/12	
<b>AGENCY USE ONLY</b>			
18. Accounting Classification Code DUNS: 071371363 EIN: 1756001092A1		19. HIDTA AWARD OND10B3SE1112 OND2000000 OC 4101 JID: 30690	

# Initiative Cash by HIDTA

FY 2011

Current Budget (net of reprogrammed funds)

HIDTA	Agency Name	Initiative	Cash	Type	Grant
North Texas	Navarro County Sheriff's Office	Central Oklahoma HIDTA Task Force	25,000.00	Investigation	G11NT0001A
		Commercial Smuggling Initiative	95,810.00	Investigation	G11NT0001A
		East Texas Violent Crimes Initiative	44,723.00	Investigation	G11NT0001A
		Eastern Drug Initiative	219,339.00	Investigation	G11NT0001A
		ET - Northern Drug Initiative	17,450.00	Investigation	G11NT0001A
		Management and Coordination	621,930.20	Administration	G11NT0001A
		Northern Drug Initiative	70,700.00	Investigation	G11NT0001A
		Operations Support Center	531,759.80	Operations Support	G11NT0001A
		Regional Intelligence Support Center	681,847.00	Intelligence	G11NT0001A
		Southern Money Laundering Initiative	22,000.00	Investigation	G11NT0001A
		Training	50,250.00	Operations Support	G11NT0001A
		Tulsa Regional Drug Task Force	15,000.00	Investigation	G11NT0001A
		Violent Crime Initiative	48,100.00	Investigation	G11NT0001A

# Initiative Cash by HIDTA

HIDTA	Agency Name	Initiative
North Texas	Navarro County Sheriff's Office	Western Drug Initiative
	<i>Agency Total : Navarro County Sheriff's Office</i>	

Cash	Type	Grant
127,100.00	Investigation	G11NT0001A
<hr/>		
<b>2,571,009.00</b>		

**Total**

**2,571,009.00**

# Budget Detail

2011 - North Texas

Initiative - Regional Intelligence Support Center

Award Recipient - Navarro County (G11NT0001A)

Resource Recipient - Navarro County Sheriff's Office

<i>Current Budget (net of reprogrammed funds)</i>		<i>(\$260.00)</i>
<b>Services</b>	<b>Quantity</b>	<b>Amount</b>
Services		(\$260.00)
<b>Total Services</b>		<b>(\$260.00)</b>
<b>Total Budget</b>		<b>(\$260.00)</b>

#31

738

**IHS** *Indigent Healthcare Solutions*

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August 9, 2012

Mrs. Kathy Hollomon, CPA  
Navarro County Auditor  
300 West 3<sup>rd</sup> Avenue, Suite 10  
Corsicana, TX 75110

RECEIVED

AUG 13 2012

NAVARRO COUNTY  
AUDITOR'S OFFICE

Re: Renewal Agreements

Dear Kathy:

Per our conversation, I have enclosed two original copies of the MOU. Please have the Judge sign both copies and return one copy back to us. I have included a return envelope for your convenience. If you need anything else, please do not hesitate to call me toll free at 1-800-834-0560. Thank you for your business and we look forward to serving you for years to come.

Thank you,



Tonya Robison  
Office Manager

## Memorandum Of Understanding

This Memorandum of Understanding (MOU) is by and between Indigent Healthcare Solutions, hereinafter called "IHS" and Navarro County, Texas, hereinafter called "Client".

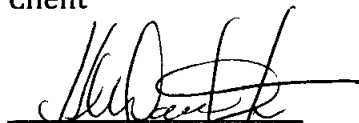
This MOU is intended to document that both parties intend to extend for an equal period of time and for equal cost considerations the following documents which are effective until October 1, 2012.

- Data Processing Services Agreement
- Attachment A To The Data Processing Services Agreement
- Attachment B Non Exclusive License Agreement
- Schedule A To Non Exclusive License Agreement
- Business Associate Agreement
- Addendum To The Data Processing Services Agreement For Red Book Codes
- CPT Addendum To The Data Processing Services Agreement
- Addendum To The Data Processing Services Agreement For Medicaid Power Search Services

Such an extension is provided for in Section 2 "TERM" of the Data Processing Services Agreement. Upon execution of this MOU by both parties, the aforementioned documents shall be extended for a period of two ~~(2)~~ years *ONE YEAR* *Here!*, beginning October 1, 2012 until October 1, 2014.


This MOU shall become effective when executed and except as modified herein, all of the Terms and Conditions of the listed agreements shall remain in full force and affect.

Client

  
 Hon. H. M. Davenport, Jr.  
 County Judge

8/27, 2012

IHS

  
 Robert Baird  
 President

8/3, 2012



Memorandum Of Understanding

This Memorandum of Understanding (MOU) is by and between Indigent Healthcare Solutions, hereinafter called "IHS" and Navarro County, Texas, hereinafter called "Client".

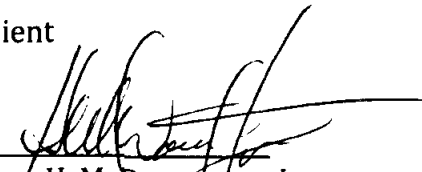
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This MOU shall become effective when executed and except as modified herein, all of the Terms and Conditions of the listed agreements shall remain in full force and affect.


Client



\_\_\_\_\_  
 Hon. H. M. Davenport, Jr.  
 County Judge

8/27, 2012

IHS



\_\_\_\_\_  
 Robert Baird  
 President

8/3, 2012

#32



688 ALLIANCE PARKWAY • HEWITT, TEXAS 76643

**FACILITY SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this 1st day of August, 2012, by and Between Navarro County Jail, 312 West Second Ave, Corsicana, TX 75110 (HEREINAFTER REFERRED TO AS "FACILITY", and **BRAZOS MOBILE IMAGING, INC.**, (HEREINAFTER REFERRED TO AS "BMI"), A TEXAS CORPORATION.

**RECITALS**

BMI, a company providing Mobile X-ray, EKG and Holter Monitor services to Facility upon the following terms and conditions:

**TERMS**

The term of this Agreement shall commence upon the date hereof and shall continue for a period of 12 months; (1) year(s) or until cancelled by either party herein upon thirty (30) days prior written notice to the other party. The Agreement shall automatically renew at the end of each term for a renewal term equivalent to the original term unless cancelled as specified herein. Termination by either party shall not affect any compensation earned by BMI herewith at the date of termination.

**BMI Agrees To:**

BMI will provide Mobile X-ray, EKG, and Holter Monitor services for patients / residents referred to BMI by FACILITY.

BMI will provide timely services as designated herein Monday through Sunday including holidays.

All Mobile X-ray, EKG and Holter Monitor reports will be faxed by BMI to FACILITY and the patient's / resident's referring physician in a timely manner.

**STAT exams and reports are given prompt priority service.**

**Compliance with Law**

BMI meets all standards, licensure, registration or certification in accordance with all applicable state and local laws and FDA requirements. BMI will render all services in conformity with federal, state and local laws relating to standard safety procedures.

**FEES/BILLING**

Please see attachment

**LIABILITY**

BMI agrees to indemnify, defend and hold FACILITY harmless from and against losses actually incurred by FACILITY arising from any damage, claim, liability, cost, loss, interest or penalty, including without limitation, reasonable attorneys fees, arising out of or relating to any injury sustained by a patient / resident of FACILITY directly related to services rendered hereunder.

**LIABILITY INSURANCE**

BMI shall maintain liability insurance including coverage for any acts of professional malpractice by BMI of not less than \$1,000,000/\$3,000,000 coverage.

**RELATIONSHIP of the PARTIES**

BMI is retained and engaged by FACILITY only for the purpose and to the extent set forth in this Agreement and the relationship of BMI to FACILITY shall, during the term of the Agreement, be that of an independent contractor. BMI shall not be considered, under the provision of this Agreement or otherwise, to be an agent, employee or a partner of FACILITY.

**NOTICES**

Any notices to be given thereunder by either party to the other may be effected either by personal delivery, in writing or by mail, registered or certified, postage prepaid with return receipts request.

**ENTIRE AGREEMENT**

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning the subject matter hereof shall be of no force or effect expecting a subsequent modification in writing signed by the party to be charged.

**TEXAS LAW TO APPLY**

This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created thereunder are performable in McLennan County.

**CONFIDENTIALITY**

All information contained in this contract is to be considered highly confidential, and cannot be discussed with any third party without prior consent from Brazos Mobile Imaging.

**SERVICES PROVIDED**

The services that shall be rendered under this Contract by BMI are as follows: **Mobile X-rays, EKGs, and Holter Monitor Service.**

**ANTI-DISCRIMINATION CLAUSE**

BMI is dedicated to a policy of nondiscrimination in providing comprehensive services in regard to race, color, age, sex, religion, disability and national origin.

**SIGNATURE**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first herein above written.

Navarro County Jail  
FACILITY

[Signature]  
FACILITY AUTHORIZED SIGNATURE

H.M. Davenport  
FACILITY AUTHORIZED SIGNATURE (please print)

8-27-12  
DATE

Sandra M. Buck  
BRAZOS MOBILE IMAGING AUTHORIZED REPRESENTATIVE

08/17/12  
DATE



Corporate Office: 688 Alliance Parkway • Hewitt, TX 76643  
PHONE: 254-772-8248 • FAX: 254-772-8457

**BILLING AGREEMENT**

**Monthly Invoices**

BMI will invoice the Facility for the Mobile X-ray, and EKG per Medicaid allowed rate schedule. The agreed rate will include technical and reading fee of x-rays.

**Medicaid allowable for transport of x-ray equipment (R0070) is \$183.39 per day. There will be no setup fee.**

**All portable x-rays taken includes the reading fee.**

**EMPLOYEE X-RAYS**

BMI will invoice the Facility for employee x-rays. The rate for Employee X-Rays will be at agreed upon flat rate. *This rate includes the technical and professional interpretation.*

**Employee X-Rays Flat Rate agreed: \$ 50.00 per X-Ray**

**Payment Terms**

Monthly invoices are to be paid within 30 to 45 days.

**NAVARRO COUNTY JAIL**

Facility Name

312 WEST SECOND AVE  
CORSICANA, TX 75110

Facility Address

[Signature] 8-27-12  
Authorized Representative Signature / Date

BRAZOS MOBILE IMAGING, INC.  
688 ALLIANCE PARKWAY  
HEWITT, TEXAS 76643

Sandra M. Rueck 08/17/12  
BMI Authorized Signature / Date  
Sinda Underwood 08/17/12  
BMI Billing Supervisor Signature / Date

**RESOLUTION AUTHORIZING COUNTY GRANT**

**TEXAS DEPARTMENT OF AGRICULTURE  
HOME-DELIVERED MEAL GRANT PROGRAM**

A RESOLUTION OF THE COUNTY OF NAVARRO, TEXAS CERTIFYING THAT THE COUNTY HAS MADE A GRANT TO NAVARRO COUNTY MEALS ON WHEELS , AN ORGANIZATION THAT PROVIDES HOME-DELIVERED MEALS TO HOMEBOUND PERSONS IN THE COUNTY WHO ARE ELDERLY AND/OR HAVE A DISABILITY AND CERTIFYING THAT THE COUNTY HAS APPROVED THE ORGANIZATION'S ACCOUNTING SYSTEM OR FISCAL AGENT.

**WHEREAS**, the Organization desires to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services homebound persons in the County who are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program (Program); and

**WHEREAS**, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization, in order for the Organization to be eligible to receive Program grant funds; and

**WHEREAS**, the Program rules require the County to approve the Organization's accounting system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds.

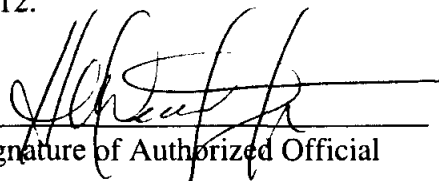
**BE IT RESOLVED BY THE COUNTY:**

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of \$3,000 to be used between the 1st of October 2012 and the 30th of September 2013

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent.

Introduced, read, and passed by the affirmative vote of the County on this 27<sup>th</sup> day of August, 2012.

  
\_\_\_\_\_  
Signature of Authorized Official

H.M. Davenport  
Navarro County Judge