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NAVARRO COUNTY COMMISSIONER'S COURT

A special meeting of the Navarro County Commissioner's Court was held on Monday, 29th Day of October, 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, Dick Martin, David Warren, and James Olsen

- 1. 10:00 A.M. Motion to convene by Comm. Herrington sec by Comm. Warren All voted aye motion carried
- 2. Prayer by Commissioner Olsen
- 3. Pledge of Allegiance
- 4. Presentation by Intelisys and Netcom regarding telecommunications By Doug McIlvaine and Bryan Arnold
- 5. Presentation by Technology Team, LLC regarding temporary move and occupancy by Sherry Green and Allen Spinner
- 6. No action taken on selecting and hiring Financial Advisor Presentation by Mike Bryd and Jason Hughes
- 7. Motion to approve to go forward with hiring of Russell Thomas, P.E. and American Energy and Environmental Engineering, Inc. to provide well monitoring services at site of Old Navarro Memorial Hospital and subject to be reviewed by our District Attorney Lowell Thompson (\$3450.00) by Judge Davenport sec by Comm. Herrington All voted aye motion carried
- Motion to approve Customer Letter of Agency with Intelysis for review of AT & T accounts by Judge Davenport sec by Comm. Warren <u>TO WIT PG 972-973</u> All vote aye motion carried
- 9. Motion to approve authorizing 1113 Architect to redraw Courthouse Office layout plans to include all or as many as can come back (\$5,000.00) Tom Nichols by Comm. Martin sec by Comm. Olsen Voted aye Judge Davenport Comm. Martin, Comm. Warren, Comm. Olsen With Comm. Herrington voting no motion carried
- 10. Motion to adjourn by Comm. Martin sec by Comm. Warren All voted aye motion carried

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I SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR OCTOBER 29th, 2012

SIGNED 29th DAY OF OCTOBER 2012.

SHERRY DOWD, COUNY CLERK



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(Place Customer Company Logo Or Customer Business Card here. Type in Customer's name, address and telephone number when company logo or business card not available.) Customer Initials if unable to provide logo or business card

Customer Letter of Agency

Date: 10/25/2012 To: AT&T

Please be advised that we, NAVARRO COUNTY ("Customer"), are interested in purchasing communications services from AT&T Corp. and its Affiliates ("AT&T")¹, and we have requested INTELISYS, ("SP") (AT&T ID/SP ID/Sales Code) 14998 with an office location at 1318 Redwood Way, Petaluma, CA 94954, to prepare a proposal on our behalf. We understand and agree that, in order to determine service eligibility, SP may access our customer proprietary network information ("CPNI") on file with AT&T. We also understand and agree that, in order to determine service eligibility and communicate eligibility to SP, AT&T may initiate a credit check and/or access our existing credit information on file with AT&T affiliates.

If and only if we agree to purchase communications services from AT&T, as evidenced by our signature on a service agreement or verbal agreement to purchase non-contracted services, SP is authorized to operate as our agent and/or representative in dealings between us and AT&T in connection with the provision of telecommunications, data, information, wireless and other services. This authorization includes, but is not limited to, the ability to present pricing and contracts, negotiate and order services as directed by us on our behalf, as well as the ability to obtain our CPNI. We also understand and agree that AT&T may, in order to provision services and maintain accounts, initiate a credit check and/or access our existing credit information on file with AT&T affiliates.

This letter grants AT&T permission to provide SP access to all information relating to our accounts and to . make changes to our accounts via orders for all services provided by AT&T.

Customer agrees to indempify AT&T from and against any third party claims resulting from SP's unauthorized disclosure of Customer's proprietary or confidential information, including any CPNI. Customer acknowledges and agrees that no such unauthorized disclosure by SP will result in Customer having any right or remedy against AT&T.

This letter will become effective on 10/25/2012 and will remain valid for a period of three(3) years, unless revoked in writing by Customer, SP or AT&T prior to that date. This authorization does not preclude our ability to act on our own behalf at our discretion. Any questions relating to this matter may be directed to the designee below.

Please be advised that said appointment does not authorize AT&T SP to execute any agreements on Customer's behalf regarding the providing of telecommunication services to Customer by provider. All contractual matters, and all issues relating thereto remain exclusively within the purview of Customer.

It is AT&T's legal duty to protect the confidentiality of your customer proprietary network information (CPNI). In order to serve your account more efficiently, AT&T would like to share your CPNI within the AT&T family of companies and with our channel partners for the purpose of making more meaningful offers to you of additional AT&T products and services.

CPNI is defined under federal law and includes information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed

Solution Provider of record (indicated above) and AT&T agree to protect Customer Network Proprietary Information (CPNI) on behalf of our joint customer (indicated above) SP LOA FINAL 3/22/12

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AT&T will restrict or limit the use or disclosure of and access to your CPNI as you may direct, and your AT&T communications services will not be affected.

Please sign below to permit AT&T to use, share and disclose your CPNI for the purpose of preparing and presenting offers of AT&T products and services to you. You may revoke this permission at any time.

¹ AT&T means AT&T Telco and/or AT&T LD and/or AT&T Corp. **"AT&T Telco"** means the applicable local telephone company subsidiary of AT&T Inc. serving the area location associated with the telephone number(s) at issue: Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Missoun, AT&T Oklahoma, or AT&T Texas; Pacific Bell Telephone Company d/b/a AT&T California; Nevada Bell Telephone Company d/b/a AT&T Nevada; Illinois Bell Telephone Company d/b/a AT&T Illinois; Indiana Bell Telephone Company, Incorporated d/b/a AT&T Indiana; Michigan Bell Telephone Company d/b/a AT&T Michigan; The Ohio Bell Telephone Company d/b/a AT&T Ohio; Wisconsin Bell, Inc. d/b/a AT&T Wisconsin; The Southern New England Telephone Company d/b/a AT&T Connecticut; BellSouth Telecommunications, Inc. doing business as one of the following AT&T Southeast, AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina, and AT&T Tennessee; AT&T Communications of the Southern States, LLC; TC Systems, Inc.; SBC Long Distance, LLC; or BellSouth Long Distance, Inc. **"AT&T LD"** means the applicable long distance company subsidiary of AT&T Inc.: TC Systems, Inc; SNET America, Inc. d/b/a AT&T Long Distance, East; SBC Long Distance, LLC d/b/a AT&T Long Distance, Inc.

Electronic Signature Option:

Customers selecting the electronic signature option agree: an electronic Letter of Agency is, for all legal purposes, considered a "writing"; any name or symbol of Customer affixed to or contained in the electronic Letter of Agency is deemed to be the Customer's valid signature expressing its intent to be bound: any electronic Letter of Agency is deemed to comply with any applicable state law governing electronic signatures, electronic writings and/or electronic records; any electronic Letter of Agency printed from files or records (including electronic files) obtained in a normal course of business is deemed an original and the admissibility thereof will not be contested under any applicable best evidence rule or otherwise. Customer is solely responsible for taking all proper security and other procedures necessary to ensure that all transmissions of the electronic Letter of Agency) and Customer is bound by any electronic Letter of Agency received by AT&T unless Customer notifies AT&T within five days of the date of the electronic Letter is in error.

Customer understands the signature or electronic signature below on this Letter of Agency constitutes the Customer's agreement under this Letter of Agency and the applicable tariffs; the signatory must have authority to commit Customer to the Letter of Agency.

NAME (Customer Authorized Signature) PRINTED NAME H. M. DAVERDONT IN PHONE NUMBER 903 654 3025 TITLE COULDARY JUBGE, CUSTOMER EMAIL LA DUEN port @ HAVAPRODUNTY. org. ADDRESS 300 W. 3 - ADR CITY/STATE/ZIP CONSIGNA, TX 7515] Billing Telephone Number (BTN) (see AT&T Phone Bill) Submitted to AT&T By: Intelisys, Debbie Kennedy 209-254-3320 dkennedy@intelisys.com To revoke this letter, send your written revocation notice to: AT&T Alliance Technical Marketing & Sales Support Center Attn: LOA Revocation 2121 E. 63rd St., Bldg. C, 1st Floor Kansas City, MO 64130

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