

NAVARRO COUNTY COMMISSIONER'S COURT

A Regular meeting of the Navarro County Commissioner's Court was held on Monday, the 14th day of January, 2013 at 10:00 a.m., in the County Courtroom of the Navarro County Courthouse in Corsicana Texas. Presiding Judge HM Davenport, Commissioners Present Jason Grant, David Warren, Dick Martin, and James Olsen.

1. 10:00 A.M. Motion to convene by Comm. Olsen sec by Comm. Warren  
All voted aye motion carried
2. Opening prayer by Commissioner Olsen
3. Pledge of Allegiance
4. Public Comments-No comments

**CONSENT AGENDA**

Motion to approve the consent agenda items 5-10 by Comm. Martin Sec by Comm. Grant  
All voted aye motion carried

5. Motion to approve the minutes from the previous meetings of December 20th, 2012, Dec. 21, 2012, and Jan. 7<sup>th</sup> 2013
6. Motion to approve and pay bills as submitted by the County Auditor, including payroll (paid 12/31/12 to be paid 1/15/2013)
7. Motion to approve the minutes of the December 6<sup>th</sup>, 2012 Planning and Zoning meeting  
**TO WIT PG 6**
8. Motion to approve replat in Francisco Bay Phase II, lot 4-R for James Salter and Dan Servetnick, the request is to replat lot 4-r into originally platted lots 3 and 4
9. Motion to approve Cellular Phone Allowance Authorization form for Commissioner, Pct. 1, as budgeted  
**TO WIT PG 7**
10. Motion to approve a replat in Richland Land Co. lot 22A1 and 22B1, for R.J. Johnson and Rick Cheely

**REGULAR AGENDA**

11. In Recognition of Navarro County's Veterans County Service Officer Billy Richards for participating in the Texas Veterans Commission Claims Representation and Counseling Accreditation Program **TO WIT PG 8**
12. No action taken on burn ban, burn ban off
13. Motion to approve establishing the County Auditor as the only authorized source for providing County financial, employment, or other data to reporting or other agencies by Comm. Martin sec by Comm. Grant  
All voted aye motion carried
14. Motion to approve 2013 Navarro County Resolution Indigent Defense Grant Program by Judge Davenport sec by Comm. Warren  
All voted aye motion carried **TO WIT PG 9**
15. Motion to approve reappointment of Board members for the Navarro County Emergency Services District 1, January 2013-January 2014, David Foreman and Ralph Block, by Comm. Martin sec by Comm. Olsen  
All voted aye motion carried
16. Motion to approve appointment and adding two to Navarro County Historical Commission members for the 2013-2014 terms by Comm. Olsen sec by Comm. Warren  
All voted aye motion carried **TO WIT PG 10**
17. Motion to approve Navarro County Historical Commission end of the year report by Comm. Grant sec by Comm. Warren **TO WIT PG 11-14**  
All voted aye motion carried
18. Motion to approve contract with Neyland Bridge to repair bridge on SECR 4250 by Comm. Martin sec by Comm. Warren **TO WIT PG 15-23**  
All voted aye motion carried
19. Motion to approve Agreement for License Adjacent to or Crossing County Road with Atmos Energy Corporation this agreement is to cut across SECR 0020, Pct 2 By Comm. Martin sec by Comm. Olsen **TO WIT PG 24-31**  
All voted aye motion carried
20. Motion to approve agreement for License Adjacent to or Crossing County Road, this agreement is to bore under SECR 2080 and SECR 2070, Pct 3 by Comm. Warren sec by Comm. Olsen **TO WIT PG 32-39**  
All voted aye motion carried

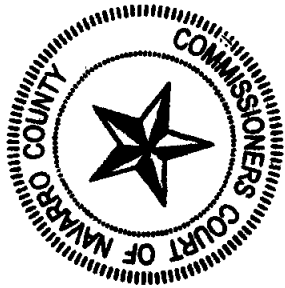
21. Motion to approve First Amendment Grant Contract between the Office of the Attorney General and Navarro County District Attorney's Office by Comm. Martin sec by Comm. Warren **TO WIT PG 40-42**  
All voted aye motion carried
22. Motion to approve to declare salvage misc. items for the Sheriff's Dept. See attached Sheet by Comm. Olsen sec by Comm. Grant **TO WIT PG 43**  
All voted aye motion carried
23. Motion to approve agreement between Intech Worldwide, LP, and Navarro County District Clerks office by Comm. Martin sec by Comm. Olsen **TO WIT PG 44-50**  
All voted aye motion carried
24. Motion approving Schedule for Service Elite for IBM Maintenance on AS400 for the Financial System by Comm. Olsen sec by Comm. Grant **TO WIT PG 51-55**  
All voted aye motion carried
25. Motion of approving Product and Services Agreement with Intech for scanning system for the Auditor's office by Comm. Martin sec by Comm. Warren **TO WIT PG 56-62**  
All voted aye motion carried
26. Motion to approve Alliance Election Form to participate in the Texas Political Subdivisions Workers' Compensation Alliance by Comm. Martin sec by Comm. Warren **TO WIT PG 63-66**  
All voted aye motion carried
27. Motion to approve Navarro County Renewal Application for Auto Liability, Auto Physical Damage and General Liability Coverage by Comm. Olsen sec by Comm. Grant **TO WIT PG 67-69**  
All voted aye motion carried
28. Motion to approve of Texas Commission on Jail Standards Inspection report by Comm. Warren sec by Comm. Grant **TO WIT PG 70-72**  
All voted aye motion carried
29. Motion to approve appointment up to 20 reserve deputies to be utilized by Navarro County Sheriff's Department as needed Law Enforcement capacity by Comm. Grant sec by Comm. Warren **TO WIT PG 73**
30. Motion to adjourn by Comm. Martin sec by Comm. Warren  
All voted aye motion carried

I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE

COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR JANUARY 14th  
2013.

SIGNED 14th DAY OF JANUARY 2013.

*Sherry Dowd*  
SHERRY DOWD, COUNTY CLERK



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# NAVARRO COUNTY OFFICE OF PLANNING & DEVELOPMENT

*Phil Seely* - Director  
*Osha Joles* - Addressing



*Stanley Young* - Environmental Services  
*Robert Gray* - Environmental Services

www.co.navarro.tx.us

## PLANNING AND ZONING COMMISSION MINUTES

December 6th, 2012

5:00 P.M.

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

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

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

Item #2 on the agenda was consideration of the minutes of the November 1<sup>st</sup>, 2012 Planning and Zoning meeting. Motion to approve by Commissioner Newton, second by Commissioner Sigman, all voted aye.

Item #3 on the agenda was consideration of a replat in Sweetwater Ranch Ph. II lots # 82 & 83 for Gary Frank. Motion to approve by Commissioner Sigman, second by Commissioner Smith, all voted aye.

Item #4 on the agenda was consideration of a replat in SouthPoint lots # 77 & 78 for Thomas Caron. Motion to approve by Commissioner Smith, second by Commissioner Farmer, all voted aye.

Item #5 on the agenda was consideration of a variance in Bluffview Estates Phase I lot #7 for Harold Bridgforth. Variance request is for building encroaching approximately 1 (one) foot over building line setback. Item was tabled at request of applicant. Motion to table by Commissioner Newton, second by Commissioner Smith, all voted aye.

Adjourn.

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**CELLULAR PHONE ALLOWANCE AUTHORIZATION**

NAME: JASON GRAUT

DEPARTMENT: NAVARRO COUNTY COMM PCT. 1

JOB TITLE: COUNTY COMM. PCT. 1

JUSTIFICATION FOR ALLOWANCE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE APPROVED/DECLINED IN COURT: 1/14/13

EFFECTIVE DATE: 1/1/13

AMOUNT: 85<sup>00</sup>

ADD

REMOVE

CHANGE

**By signing this form, the employee understands that they will be required to provide proof of billing for cellular telephone service in their name on a periodic basis, as deemed necessary by Navarro County.**

SIGNATURES:

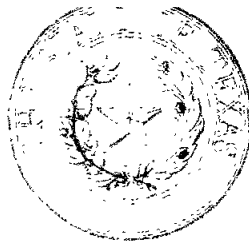
EMPLOYEE: [Signature] DATE: 01/05/13

DEPARTMENT HEAD: [Signature] DATE: 01/05/13

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ELISEO "AL" CANTU, JR.  
Major, US Army (Retired)  
Chairman

JAMES H. SCOTT  
Colonel, USAF (Retired)  
Vice Chairman

THE REV. RICHARD A. McLEON, IV  
US Army Veteran  
Secretary



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DANIEL P. MORAN  
Captain, USMC (Retired)  
Member

J.K. "JAKE" ELLZEY  
Commander, US Navy (Retired)  
Member

THOMAS P. PALLADINO  
Colonel, US Army (Retired)  
Executive Director

## TEXAS VETERANS COMMISSION CLAIMS REPRESENTATION AND COUNSELING

January 4, 2013

NAVARRO COUNTY COMMISSIONERS COURT  
300 W THIRD AVE STE 102  
CORSICANA, TX 75110-4673

Gentlemen:

As you are aware, your Veterans County Service Officer (VCSO) participates in the Texas Veterans Commission Claims Representation and Counseling Accreditation Program.

We are pleased to inform you that your VCSO, Billy Richards, completed the specialized training during calendar year 2012 to maintain the accreditation status with the Texas Veterans Commission and will be provided a Certificate of Completion.

Due to the ever changing nature of existing complex laws and regulations, we feel that it is imperative that your VCSO attend at least one training session per calendar year to gain the knowledge and skills necessary to serve the veterans, their dependents and survivors residing in Navarro County.

We look forward to working with your Veterans County Service Officer and will assist in every way possible to see that the veterans in your county are provided with the benefits and services they earned and deserve. If you need further information or if we may be of assistance, please do not hesitate to contact Mr. James O. Richman, Director of Claims Representation & Counseling, (254) 299-9950.

Sincerely yours,

Handwritten signature of Thomas P. Palladino in black ink.

THOMAS P. PALLADINO  
Executive Director

TPP/njg

cc: Billy Richards  
Navarro Veterans County Service Officer

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**2013 Navarro County Resolution  
Indigent Defense Grant Program**

WHEREAS, under the provisions of the Fair Defense Act, 77th Regular Session, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation of the provisions of the Fair Defense Act and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Navarro County Commissioners Court has agreed that in the event of loss or misuse of the funds, Navarro County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

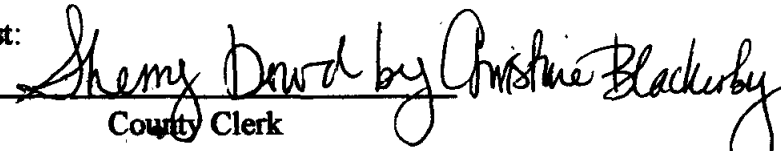
NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Judge is designated as the Program Director and contact person for this grant and the County Auditor is designated as the Financial Officer for this grant.

Adopted this 18 day of December, 2012.

  
\_\_\_\_\_  
Hershell Dayenport  
County Judge

Attest:

  
\_\_\_\_\_  
County Clerk



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10  
BRUCE MCMANUS (Chairman)  
3019 McKnight Ln. Corsicana, TX. 75110  
Home: (903)875-0988 Cell: (903)714-1470  
bmcmanus@nctv.com

EDDIE PEVEHOUSE (Vice-Chairman)  
9580 SW CR 2300, Wortham, TX. 76693  
Home: (254)765-3950 Cell: (903)879-2639 Office: (903)875-3899  
navarroyellowdogs@att.net

STEPHEN FARRIS (Secretary)  
1708 Lexington Cir. Corsicana, TX. 75110  
Cell: (903)390-4992  
srfarris13@yahoo.com

BOBBE YOUNG (Treasurer)  
1603 Elmwood Ave. Corsicana, TX. 75110  
Home: (903)874-7067 Cell: (903)641-4847  
BYoung@ci.corsicana.tx.us

Dr. MARY JANE McREYNOLDS  
15824 FM 1394, Wortham, TX. 76693  
Home: (254)765-3913 Work: (512)223-7677  
mmcreyno@austincc.edu

LESLIE COTTEN  
1095 NE CR 0070, Corsicana, TX. 75109  
Home: (903)872-2616 Work: (903)654-3004

FAITH HOLT  
909 MLK Blvd. Corsicana, Texas 75110  
Home: (903) 874-5544 Cell: 903-875-4001  
f\_holt94@ymail.com

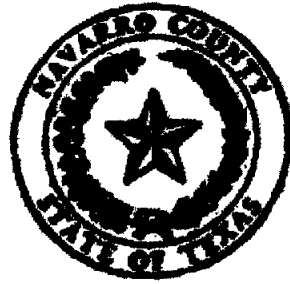
CATHERINE PORTER  
22350 FM 744, Hubbard, TX. 76648  
Home: (254)-678-3264

J.B. PORTER  
22350 FM 744, Hubbard, TX. 76648  
Home: (254)-678-3264

MARGARET THOMAS  
8728 S Hwy. 287, Corsicana, TX. 75109  
Home: (903)874-6015 Cell: (903)654-0781  
thomasranch@yahoo.com

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Navarro County Historical Commission  
Annual Report  
2012

## **I. Introduction**

This report on the activities of the Navarro County Historical Commission (NCHC) is submitted to the Commissioners' Court to inform them of the work of the Commission during the year 2012. The Commission strives to protect and preserve the historic resources of Navarro County for the use, education, enjoyment, and economic benefit of present and future generations.

## **II. Meetings**

The Commission held four (4) regular meetings in 2012. These meetings were publicly posted at the courthouse, the "log cabin", and on the NCHC website.

## **III. Officers**

January 2011 - January 2013

Chairman: Bruce F. McManus

Vice-Chairman: Eddie Pevehouse

Secretary: Stephen Farris

Treasurer: Bobbie Young

## **IV. Accomplishments**

- 1) Installed three replacement historical markers:
  - a) Oak Valley School - Oak Valley
  - b) Battle Creek - Dawson
  - c) American Well and Prospecting - Corsicana
- 2) Repaired one (1) historical marker:
  - a) George T. Jester Home RTHL marker in front of CVS Pharmacy (Hit by truck)
- 3) Installed one (2) historical markers:

- a) Love-Anderson Feud - Richland
- b) Gen. Lucian Truscott - Chatfield
- 4) Ordered one (1) new historical marker:
  - a) Magnolia Oil Refinery - Corsicana
- 5) Completed the ordering process for two (2) new marker applications:
  - a) Davidson Family Cemetery - Eureka
  - b) Dunn-Johnston Cemetery - Eureka
- 6) Repaired our headquarters (the Log Cabin).
  - a) AC/Heater repairs
  - b) Plumbing repairs
- 7) Improved and continually updated the Navarro County Historical Commission website.  
<https://sites.google.com/site/navcohistcomm/>
- 8) Advocated for and supported the City of Corsicana in their decision to save and repair the historic brick streets in downtown Corsicana.
- 9) Advocated for and supported the Navarro County Commissioners Court in their decision to save and repair the historic Navarro County Courthouse.
- 10) Installed a fence and sign at the Sloan Cemetery near Powell. (This is a historically dedicated cemetery).
- 11) Installed a fence, sign and restored the headstones at the Anderson Cemetery near Powell. (This is a historically dedicated cemetery).
- 12) Oversaw the reinterment of the slave graves from Montgomery Hill at Richland-Chambers Lake to Woodland Memorial Park in Corsicana. Headstones have recently been placed on the site by TRWD.
- 13) Designed a historical marker for the Montgomery Hill graves. This marker will be the first official Navarro County marker and it will be placed in Woodland Memorial Park in Corsicana.
- 14) Began the Magnolia Gas Station Project in cooperation with the Navarro County Historical Society and the City of Corsicana. This

project is our most ambitious to date. We have relocated a circa 1920's gas station to Pioneer Village and will restore it as a Magnolia Petroleum service station. This restored structure would be used to promote and encourage tourism and education. This project has received much support from the community.

#### **V. Education and Community Support**

- 1) Consulted on a project for the Navarro County Historical Society:
  - a) Stage Stop/Love House relocation.
- 2) Presented a program to the Navarro County Historical Society- Magnolia Oil/Gas Station Project, 05/09/12.
- 3) Presented several programs on behalf of the Magnolia gas Station project for fund raising purposes.
- 4) Spoke at Gen. Lucian Truscott marker dedication, 01/08/12.
- 5) Spoke at Frost 125th Celebration, 05/05/12.
- 6) Consulted on several projects around the county including two (2) cell towers (2) bridge replacements, and repairs at White Church cemetery in Blooming Grove.
- 7) Received media attention from all over the country. The NCHC has been on NBC and CBS Radio and many other newspapers and websites.
- 8) Have attended and spoke at several meetings of the Corsicana Preservation Foundation.

#### **VI. Conclusion**

To continue towards the Commission's vision and purpose, several projects are underway which focus on and promote preservation, education, and heritage tourism.

**Navarro County, Texas  
Reconstruction of SE CR 4250 Bridge (NBI AA04-05-001)**

**I. GENERAL REQUIREMENTS**

**HOLD HARMLESS AGREEMENT:** Contractor shall indemnify and hold Navarro County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this Work, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this Work. Certification of such coverage must be provided to the County upon commencement of this work.

**INVOICES & PAYMENTS:** Contractor shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice which cannot be verified by the contract price and/or is otherwise incorrect will be returned to the Contractor for correction. Under term contracts, when multiple deliveries and/or services are required, the Contractor may invoice following each delivery and the County will pay on invoice. Prior to any and all payments made for goods and/or services provided under this contract, the Contractor should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Navarro County Auditor's Office. Failure to provide this information may result in a delay in payments and/or back-up withholding as required by the Internal Revenue Service.

**PRICING:** Prices for all goods and/or services shall be negotiated to a firm amount for the duration of this contract or as agreed to in terms of time frame. All prices must be written in ink or typewritten. Where unit pricing and extended pricing differ, unit pricing prevails. Pricing is attached and agreed upon as Exhibit 1 attached hereto and incorporated herein by reference.

**SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

**SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item.

**TAXES:** Navarro County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Navarro County claims exemption from all sales and/or

use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Navarro County Auditor's Office.

**TERMINATION:** Navarro County reserves the right to terminate the contract for default if Contractor breaches any of the terms therein, including warranties of Contractor or if the Contractor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Navarro County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Navarro County's satisfactions and/or to meet all other obligations and requirements. Navarro County may terminate the contract without cause upon thirty (30) days written notice.

**TESTING:** Navarro County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review.

**WAIVER OF SUBROGATION:** Contractor and Contractors' insurance carrier waive any and all rights whatsoever with regard to subrogation against Navarro County as an indirect party to any suit arising out of personal or property damages resulting from Contractor's performance under this agreement.

**WARRANTIES:** Contractor shall furnish all data pertinent to warranties or guarantees which may apply. Contractor may not limit or exclude any implied warranties. Contractor warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Navarro County may return the product for correction or replacement at the Contractor's expense. If Contractor fails to make the appropriate correction within a reasonable time, Navarro County may correct at the Contractor's expense.

**V. SPECIFICATIONS/REFERENCE PACKAGE**

Nexland Bridge Con  
CONTRACTOR NAME

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3368 Fm 1147  
ADDRESS

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Murder TX 77865  
CITY, STATE, ZIP

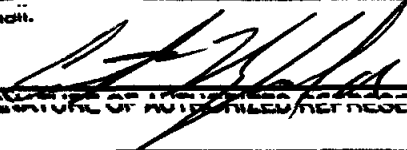
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Puntis Nexland Co Owner  
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

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903-388-0611  
TELEPHONE NO.

---

  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

---

1-9-13  
DATE

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**RECONSTRUCTION OF BRIDGE:**

**SITE**

SE CR 4250 – Approximately 2.1 miles east of US 287

**SCOPE OF WORK:**

Reconstruction of 20' X 28' SE CR 4250 bridge. Contractor will provide material and labor necessary to complete work. Demo existing wood bridge. Install beams, angle iron, channels, decking, guard rails and concrete necessary to construct cement bridge.

Contractor is responsible for locating and marking utilities. Contractor is also responsible for barricading construction site to prevent accidents.

**CONTRACTOR'S RESPONSE TO SPECIFICATIONS**

COST TO PERFORM SCOPE OF WORK (\$): 26230.00

LIST OF ANY EXCLUSIONS OR FACTORS THAT MAY ALTER THE COST:

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CONTRACT PROPOSAL AFFIDAVIT

The undersigned certifies that the contract prices in this proposal have been carefully reviewed and are submitted as correct and final. He further certifies that the Contractor agrees to furnish any and/or all items upon which prices are extended at the price(s) offered.

STATE OF TEXAS §  
COUNTY OF NAVARRO §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Cartis Neyland, who, after being duly sworn, did depose and say: "I, Cartis Neyland, am a duly authorized officer or agent for Neyland Bridge Co, and have been authorized to execute the foregoing contract proposal on their behalf. I hereby certify that the foregoing proposal has not been prepared in collusion with any other contractors or other person or persons engaged in the same line of business. Further, I certify that the contractor is not now, nor has he been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of the services or materials."

Name and Address of Contractor: Neyland Bridge Co  
Cartis Neyland  
3368 Fm 1147 Marquess, TX 77865  
Telephone: 903-288-0611

By: Cartis Neyland Title: Owner

Signature: [Signature]

SUBSCRIBED AND SWORN to before me by the above named on this the 9th day of January, 2013.

[Signature]  
Notary Public in and for the State of Texas



STATEMENT OF CONTRACTORS' QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The Contractor may submit any additional information he desires.

Name of Contractor: Nexhd Bridge Con Date Organized: 1982

Address: 3368 Fm 1147 Mordang Tx 77045 Date Incorporated: \_\_\_\_\_

Number of Years in Contracting Business under present name: 28

Contract on Hand:

Contract	Amount (\$)	Completion Date
<u>Fuerton CO</u>	<u>42000.00</u>	<u>1-31-13</u>

Type of work performed by your company: Br. & Construct

Have you ever failed to complete any work awarded to you? NO

Have you ever defaulted on a contract? NO

List similar projects completed by your firm:

Project	Amount (\$)	Completion Date
<u>several in Navarro County</u>		

Have worked Texas 20 years

Major equipment available for this project: Backhoe Pile Driver & Welder

VENDOR REFERENCES

Company: Neyland Brandy Co.

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal.

REFERENCE 1

Company Name: Nevans Co

Address: \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ e-mail: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

REFERENCE 2

Company Name: Freest Co

Address: \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ e-mail: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

REFERENCE 3

Company Name: Rusk Co

Address: \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ e-mail: \_\_\_\_\_

Contract Period: 2 Years Scope of Work: \_\_\_\_\_

#### *Access to Work*

Navarro County, their consultants and other representatives and personnel of Navarro County, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

#### *Navarro County May Stop the Work*

If the work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents and Specifications, Navarro County may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Navarro County to stop the Work shall not give rise to any duty on the part of Navarro County to exercise this right for the benefit of the Contractor, or any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

#### *Correction Period*

If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents and Specifications) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or area made available for Contractor's use by Navarro County is found to be defective, Contractor shall promptly, without cost to Navarro County and in accordance with Navarro County's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Navarro County, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

If Contractor does not promptly comply with the terms of Navarro County's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Navarro County may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

**MINIMUM INSURANCE REQUIREMENTS**

- The Contractor shall, at all times during the term of this contract, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.
- All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents.
- Upon request, certified copies of original insurance policies shall be furnished to Navarro County.
- The County reserves the right to require additional insurance should it be deemed necessary.

A. Workers' Compensation (with Waiver of subrogation to Navarro County) Employer's Liability, including all states, U.S. Longshoremen, Harbor Workers and other endorsements, if applicable to the Project.

Statutory, and Bodily Injury by Accident: \$1,000,000 each employee. Bodily Injury by Disease: \$1,000,000 policy limit \$1,000,000 each employee.

B. Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse, and explosions, blowout, cratering and underground damage.

\$1,000,000 each occurrence Limit Bodily Injury and Property Damage Combined \$2,000,000 Products-Completed Operations Aggregate Limit \$2,000,000 Per Job Aggregate \$2,000,000 Personal and Advertising Injury Limit. Navarro County shall be named as "additional insured" on commercial general liability policy.

C. Automobile Liability Coverage:

\$1,000,000 Combined Liability Limits. Bodily Injury and Property Damage Combined. Navarro County shall be named as "additional insured" on automobile policy.

**Attach copies of current insurance coverage that meets or exceeds these requirements to this page and include in the response package.**

This agreement is made in Corsicana, Navarro County, Texas, is performable in such County; and wherein venue shall lay. This agreement shall be governed by and construed in accordance with the laws of the State of Texas. In the event of a dispute under this Agreement the Parties agree to pursue a remedy with mediation as defined by Texas Civil Practice and Remedies Code Chapter 154.

#19

24

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

**STATE OF TEXAS §**

**COUNTY OF NAVARRO §**

**KNOW ALL MEN BY THESE PRESENTS:**

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

I. AtmosEnergy Corporation, 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) 0020 located in Precinct # 3, 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 feet underneath the lowest part of the County's bar ditches and/or road surfaces.

Type of Pipeline:

Natural Gas

The transport route (beginning and end): From IH 45 Service

Road to the APAC Asphalt Plant on CR0020

(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 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 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.

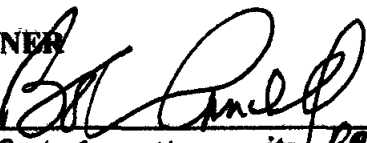
VIII. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Agreement are performable in Navarro County, Texas.

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 18 day of December, 2002

OWNER

By:   
Bob Carrall, its ROV MANAGER

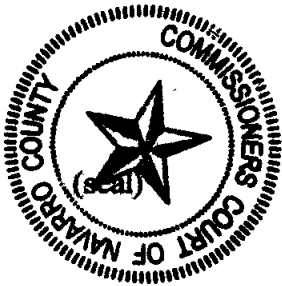
Company Name: Atmos Energy Corporation  
Address: 5420 LBJ Fwy. Ste. 1800, Dallas TX, 75240  
Phone Number: 214-502-5142

NAVARRO COUNTY

By: [Signature]  
County Judge

By: [Signature]  
Commissioner of Precinct

Before me the undersigned notary public on this the 14 day of Jan, <sup>2013</sup>~~2011~~,  
appeared AM 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.



[Signature]  
Notary Public, State of Texas  
Clerk of Court  
Sherry Dowd  
Printed Name

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)



1820

32

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

**STATE OF TEXAS §**

**COUNTY OF NAVARRO §**

**KNOW ALL MEN BY THESE PRESENTS:**

MEN WATER Supply, 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 pipeline, utility line, or gas or sewer line in Navarro County, Texas and it is necessary to cross certain county road(s) SE 2080 & SE 2070 located in Precinct # 3, 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:

8" PVC WATER LINE IN 12" PVC ENCASEMENT

SEE Exhibit "B" Attached.

The transport route (beginning and end): Lines TO CROSS COUNTY ROADS

Parallel to US HWY 287 AT APPROXIMATELY 100FT FROM CENTER LINE OF US HWY 287.

(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 3rd day of JANUARY, 2013.

**OWNER**

By: Dennis Dowho  
Dennis Dowho, its Manager  
 Company Name: MEN WATER Supply Corp.  
 Address: P O Box 3019, Corsicana, TX 75751  
 Phone Number: 903 (74-433) or 903 654-0256 cell

NAVARRO COUNTY

By: \_\_\_\_\_  
County Judge

By: \_\_\_\_\_  
Commissioner of Precinct \_\_

Before me the undersigned notary public on this the \_\_ day of \_\_\_\_\_, 2011,  
appeared \_\_\_\_\_, the County Judge of Navarro County, and  
\_\_\_\_\_ Commissioner of Precinct \_\_\_\_ of Navarro County, who being sworn  
upon their oath affirmed that they executed the foregoing License for the purposes and  
consideration set forth herein.

\_\_\_\_\_  
Notary Public, State of Texas

(seal)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
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

(seal)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Commission Expires

Exhibit "B"

STA. 342+86.62  
 TOTAL HORZ. BEND = 1° 51' 53" (LT)  
 N = 6700187.09  
 E = 2634685.55

A-827, TR. 1  
 SURVEY J. WHITE  
 R E JONES  
 6010 SE CR 2080  
 CORSICANA, TX 75109

58

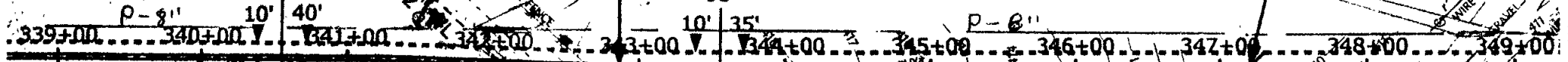
STA. 347+20  
 INSTALL:  
 1 - 6" BLOW-OFF  
 N = 6700290.36  
 E = 2634264.67  
 OUTLET LOCAT  
 N = 6700283.03  
 E = 2634252.58

CR SE 2080  
 (WATER PNT.)

RUCTION EASEMENT  
 LINE EASEMENT

PROPOSED 8" WATER LINE  
 ENCASED IN 12" PVC

SE CR 2010



0+00  
 VAC  
 3.59  
 2.55  
 1.73  
 9.58

CITY OF CORSICANA  
 60" RAW WATER LINE

CP54  
 N = 6700276.16  
 E = 2634788.79  
 EL = 418.35  
 CIR

CP55  
 N = 6700422.97  
 E = 2634199.33  
 EL = 412.77  
 CIR

INSTALL 20' WIDE GALV.  
 ACCESS GATE PER DETAIL.  
 SITE LOCATION TO BE APPROVED  
 BY CITY PRIOR TO INSTALLATION.

STA. 341+27.07  
 BEND = 1° 46' 53" (RT)  
 N = 6700144.05  
 E = 2634839.19

# 21

40

**FIRST AMENDMENT GRANT CONTRACT BETWEEN  
THE OFFICE OF THE ATTORNEY GENERAL  
AND  
NAVARRO COUNTY DISTRICT ATTORNEY'S OFFICE**

**OAG Contract No. 1333202-01**

This contract amendment is executed between the Office of the Attorney General (OAG) and Navarro County District Attorney's Office (GRANTEE) for certain grant funds. The Office of the Attorney General and GRANTEE may be referred to in this contract individually as "Party" or collectively as "Parties."

**INDUCEMENTS**

**Whereas**, the OAG and GRANTEE agreed to and executed that certain grant contract between the OAG and GRANTEE ("Original Contract").

**Whereas**, the OAG and GRANTEE desire to amend the terms of the Original Contract as set forth herein and intend to create a new contract consisting of the amended provision of this "First Amendment Contract" and the remaining unchanged provisions of the Original Contract.

**NOW, THEREFORE**, in consideration of the inducements, mutual covenants and conditions herein contained, the Parties agree as follows:

**SECTION 1. AMENDMENT TO SECTION 3.2, Establishment of Final Project Budget, Targets, Outputs, Outcomes, and Special Conditions.**

The OAG and GRANTEE agree to amend the Original Contract by amending Section 3.2 to read as follows:

**3.2 Establishment of Final Project Budget, Targets, Outputs, Outcomes, and Special Conditions.** The OAG, at its sole discretion, establishes the initial Budget for this grant project, as reflected on the attached First Amended Exhibit A. If any adjustments were made by the OAG to GRANTEE's budget, those adjustments will be reflected on the attached First Amended Exhibit A. The final Narrative, as submitted by GRANTEE, and as further modified by the OAG, is attached as Exhibit B. If any Special Conditions were imposed by the OAG, those provisions will be reflected on the attached Exhibit C.

The OAG, at its sole discretion, will establish the final project targets, outputs, and outcomes. In addition, the OAG, at its sole discretion, may adjust GRANTEE's budget, targets, outputs, outcomes, and/or any other items as deemed appropriate by the OAG, at any time, during the term of this contract.

**SECTION 2. AMENDMENT TO SECTION 5.2, Maximum Liability of OAG.**

The OAG and GRANTEE agree to amend the Original Contract by amending Section 5.2 to read as follows:

**5.2 Maximum Liability of OAG.** The maximum liability of the OAG is contained in the attached First Amended Exhibit A. Any change to the maximum liability must be supported by a written amendment to this contract.

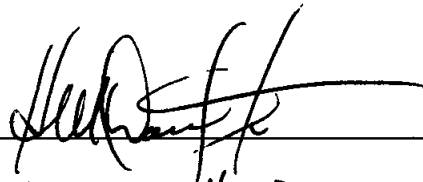
**SECTION 3. ENTIRE AGREEMENT**

The entire agreement between the OAG and GRANTEE consists of the new provision of this First Amendment Contract and remaining unchanged provisions of the Original Contract.

**OFFICE OF THE ATTORNEY  
GENERAL**

**NAVARRO COUNTY DISTRICT  
ATTORNEY'S OFFICE**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Office of the Attorney General

  
\_\_\_\_\_  
Printed Name: H.M. DAVENPORT, Jr.  
Authorized Official



**FIRST AMENDED EXHIBIT A**

**FIRST AMENDMENT GRANT CONTRACT BETWEEN  
THE OFFICE OF THE ATTORNEY GENERAL  
AND NAVARRO COUNTY DISTRICT ATTORNEY'S OFFICE**

**OAG Contract No. 1333202-01**

**Maximum Liability of the OAG.** The OAG and GRANTEE stipulate and agree that the total liability of the OAG to GRANTEE directly or indirectly arising out of this contract and in consideration of full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this contract or arising out of any performance herein, shall not exceed the following:

**TWENTY-NINE THOUSAND SIX HUNDRED TWENTY-ONE AND 03/100 (\$29,621.03)  
DOLLARS**

**Budget.** Subject to the limitations within this contract, the OAG will reimburse GRANTEE for actual allowable and allocable costs paid according to the following amounts and budget categories:

<b>Budget Category</b>	<b>State Fiscal Year 2013</b>	<b>State Fiscal Year 2013 <i>Additional Funds Due to Retained Savings</i></b>
Personnel	\$17,500.00	\$0.00
Fringe Benefits	\$8,199.00	\$1,372.03
Professional & Consultant Services	\$0.00	\$0.00
Travel	\$1,150.00	\$0.00
Equipment	\$0.00	\$700.00
Supplies	\$300.00	\$400.00
Other Direct Operating Expenses	\$0.00	\$0.00
<b>Subtotal</b>	\$27,149.00	\$2,472.03
<b>Total</b>		\$29,621.03

#22

# NAVARRO COUNTY

ELMER TANNER  
SHERIFF

MORRIS STEWARD  
CHIEF DEPUTY



## SHERIFF'S DEPARTMENT

CRIMINAL JUSTICE CENTER  
300 WEST 2ND AVE  
CORSICANA, TX 75110  
(903) 654-3001 Office  
(903) 654-3044 Fax

1. (152) Cases Bottled water expired 2010
2. (413) Inmate Jumpers
3. (130) Blankets
4. (14) Consoles
5. (3) VCR's
6. (3) Computer Monitors
7. (1) Modum
8. (4) Power Supplies

### Items in Big Box

9. (1) GPS
10. (2) Laptops
11. (1) Printer

Mics. Trash, Junk, and salvage items....ie...broken chairs, stuffed animals, and old landline phones

423

44



Dated: January 14, 2013

**Intech Worldwide, LP**  
 P. O. Box 11771  
 Spring, TX 77391

This Agreement is entered into between Intech Worldwide, LP, a Texas Limited Partnership (hereinafter called "INTECH") and Navarro County (hereinafter called "NC") with respect to services provided to the Navarro County District Clerk's Office (hereinafter called "NCDC")

NCDC #: 684048005  
 NC Address: 300 West 3<sup>rd</sup> Avenue  
 Suite 201  
 Corsicana, TX 75110

This Agreement consists of the following attachments (check and initial)

Check	NC Initial
<u>  X  </u> SERVICES AGREEMENT	_____

This Agreement is effective as of the last date on which both parties hereto have executed this Agreement below.

**Intech Worldwide, LP**  
 By: [Signature]  
 Name: John K. Rich  
 Title: President  
 Date: 14 January 2013

**Navarro County**  
 By: [Signature]  
 Name: H.M. Davenport  
 Title: County Judge  
 Date: 1-14-13

Initial all  
105.

**PRODUCT AND SERVICES AGREEMENT**

**1. DEFINITIONS**

1.1 Services. INTECH will provide NCDC with use of the software set forth in Exhibit A and the support services set forth in this Agreement (collectively, the "Services"), solely for the purpose of locally hosting the NCDC's subscription to the Intech Worldwide Court Management Software for District Clerks (the "IWWCMS-DC™").

1.1.1. All other hardware and software, as defined in the IWWCMS-DC™ system requirements, shall be the responsibility of the NC.

1.1.2. INTECH reserves the right to modify any Service from time to time; provided that NCDC may terminate a Service without penalty in the 30 days following written notice from INTECH of the implementation of any change to a Service that, in NCDC's sole discretion, has a material adverse effect on the functionality of that Service and INTECH fails to correct the adverse effect in the 30 days following NCDC's written notification to INTECH of such effect. INTECH, its affiliates or subcontractors may perform some or all of INTECH's duties and/or obligations hereunder. The right to modify services does not include the right to increase payments made by NC to Intech pursuant to this agreement.

1.1.3. NC shall install and maintain the client server portion of the IWWCMS-DC™ solution and all additional client software as defined in the specifications listed by INTECH on the NCDC authorized workstations.

1.2 Site. "Site" shall mean the NCDC location of the IWWCMS-DC Solution.

1.3 Software. "Software" shall mean, in object code form only, as fully described on Exhibit A.

**2. SOFTWARE AS A SERVICE AGREEMENT**

2.1 Scope of Agreement: Subject to the provisions contained herewith, INTECH grants to NCDC a non-exclusive, non-transferable right to use the IWWCMS-DC™ solution installed onsite, technical support, updates and upgrades.

2.2. Term of Agreement: The term of this Agreement is for one year, commencing upon delivery of the IWWCMS™ solution to NCDC and it being operational. The Agreement will automatically renew for successive one year periods unless NC sends the notice described below. INTECH will invoice NC for renewal of the Agreement unless NCDC has provided INTECH with notice of its intent not to renew. If NCDC elects not to renew such Agreement, notification of its election shall be made not less than thirty (30) days prior to the renewal date. Otherwise, NC agrees to pay such charges within thirty (30) days from receipt of invoice from INTECH by the Navarro County Auditor's Office. In the event INTECH elects to increase prices for the years after the first year, INTECH shall provide NCDC with written notice of any intended price increase at least 60 days prior to the end of the term so the parties can negotiate prior to the time NC has to notify INTECH of its intent to terminate the Agreement. If the parties cannot agree on a price increase, this Agreement will terminate and be of no further force and effect.

2.3. Title to Software and Data: All title and ownership rights, including all applicable rights to copyrights, trademarks, patents and trade secrets in IWWCMS-DC™, shall remain with Intech Technology Solutions LLC (ITLLC). All data created or transmitted and stored on the NC server shall at all times be owned by NC.

2.4. Confidentiality of Software: NC agrees to maintain the confidential nature of the IWWCMS-DC™ solution provided for its use under this Agreement. NC agrees that it will not, during or after the terms of this Agreement, permit the disclosure of the Software or its Documentation to any person other than a regular employee or contractor of the NC, unless such disclosure is specifically authorized in writing by INTECH in advance of any such disclosure. This confidentiality/non-disclosure provision shall be made known by NC to its regular employees and contractors, who shall also be bound by these terms and conditions.

INTECH  NC 

2.5. Prohibition on Copying Software and Documentation: NC will not, and will not permit others to: (a) make copies of the Software or Documentation, except that one copy of the Software may be made for backup and archival purposes only; (b) remove, obscure or alter any notice of patent, copyright, trade secret or other proprietary rights notice on or in the Software; (c) modify, decompile, disassemble or reverse engineer the Software, (d) use any authoring tool in the Software for any purpose other than use of the Software, (e) sublicense, distribute, rent, lease or otherwise transfer the Software or any Software accessible to end-users or others by broadcast or transmission in any form whatsoever, including without limitation, broadcast or transmission by telephone, cable, satellite or interactive television. NC agrees to promptly inform INTECH, in writing of any unauthorized use or distribution of Software or Documentation that comes to its attention and use its best efforts to terminate such unauthorized use or distribution.

2.6. Use of Software: NC shall use the Software only on its Hardware (or on compatible replacement), and only to process its own data. It shall not use the software to perform services for hire. Any additional entities would have to enter into an Agreement with INTECH for appropriate Services.

2.7. Disposal of Software and Documentation at Termination: Upon the cancellation or other termination of this service, NCDC shall: (a) return all Software and Documentation; and (b) forward written notice to INTECH that all Software and Documentation have been destroyed or deleted from any computer libraries or storage devices and are no longer in use by NCDC.

2.8. Assignment: This Agreement may not be assigned or transferred without advanced written consent from INTECH.

2.9. WARRANTY: EXCEPT AS SET FORTH BELOW, INTECH MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, FOR THE SERVICES IT IS PROVIDING, AND DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. INTECH exercises no control over and accepts no responsibility for the content of the information passing through the Services. INTECH specifically denies any responsibility for the accuracy or quality of information obtained through the Services. Use of any information obtained via the Services is at NCDC's own risk. In no event shall INTECH become liable to NC or any other party for any special or consequential damages or any other loss, including time, money, or goodwill arising from the use, operation, or modification of the software by the NC.

2.10 Proprietary Nature of the Software and Documentation: NC shall acquire no ownership rights or title to the Software or Documentation. NC will not, and will not permit others to violate Section 2.5. NC agrees to promptly inform INTECH, in writing, of any unauthorized use or distribution of Software or Documentation that comes to its attention and use its best efforts to terminate such unauthorized use or distribution.

2.11 Trademarks: NC hereby recognizes and concedes for all purposes that any copyrights, trademarks, trade names, or identifying slogans affixed to, relating to, or contained in the Software furnished to NCDC by INTECH, or any accompanying labels, containers and cartons, whether or not registered, constitute the exclusive property of ITLCC or its licensors. Upon termination of this Agreement in any manner provided herein, NCDC will cease and desist from using all ITLCC copyrights, trademarks, trade names, or identifying slogans, and furthermore, NCDC will at no time adopt for use, without INTECH's prior written consent, any word or mark which is similar to or likely to be confused with said identifying marks.

**3. SERVICE AND PAYMENT**

3.1 Service: INTECH agrees to provide to the NCDC the Services listed on Exhibit A and NC agrees to purchase such Services.

3.2 Payment: NC agrees to pay the amounts set forth on Exhibit A in U.S. Dollars free of any withholding tax, liens and fees. Payments for the Services shall be made in advance upon execution of this Agreement, and be in the form of a check, wire or ACH.

3.3 Amendment of Exhibit A: The parties may from time to time, by mutual agreement, amend Exhibit A to add additional products and services for use at a specified site to be covered by the terms of this Agreement and also add additional Sites at which specified Software may be installed and used by NCDC. These changes will be agreed upon in writing and signed by both parties.

INTECH

NC

**4. SOFTWARE WARRANTY AND SUPPORT**

4.1 Warranty on Software: If NC's hardware along with the manufacturer's standard operating system is included on INTECH's list of supported environments or compatible with supported environments, INTECH warrants that the IWWCMS-DC™ programs will run to specifications on NC's system. If the IWWCMS-DC™ programs do not run on NC's system, INTECH will refund the Agreement price of such Services. The remedy for breach of the warranty shall be limited to a refund of the Agreement price paid for that year and shall not cover any other damages, including, but not limited to loss of profit, incidental, or consequential damages or other similar claims.

4.2 Software Support: INTECH will provide both telephone and on-line support to NCDC only with respect to access and availability of the IWWCMS-DC™ solution maintained by INTECH pursuant to this Agreement. This support will include solutions to general INTECH software issues, programming problems, re-indexing, corrupted data file clean-up and utilization of INTECH provided forms and reports. Support does not cover operating system issues. INTECH will work with NCDC's operating system support provider to determine the best solution in these situations. Telephone support is available between 8:00 AM and 5:00 PM CST, Monday through Friday excluding Federal holidays and will be included as part of this Agreement for the first 6 months of the warranty period. On the first day following this initial 6 months of the warranty period NCDC shall receive, as a part of the annual payment, up to the maximum time usage of 10 hours of support assistance per month and agrees to pay \$250/hour for support over 10 hours. There will be no charge if the need for support is caused by an INTECH programming error. Notification of defects in workmanship or materials must be made to INTECH in writing at the address and phone number listed or via e-mail.

4.3 Supported Environments: Visual DataFlex. Operating systems and networks: Windows Server 2003 and Server 2008 or higher, Windows NT, Vista and 7 or higher.

**5. INDEMNIFICATION**

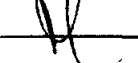
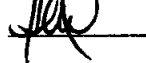
INTECH agrees to indemnify, hold harmless, and defend NC from and against any and all damages, costs and expenses, including reasonable attorney's fees, incurred in connection with any claim by any third party that the portions of the Software developed and owned by INTECH infringe upon any U.S. copyright, patent or trade secret of such third party; provided that INTECH is notified in writing within thirty (30) days from the date NC knew of such claim and further provided that INTECH has sole control over its defense or settlement, and NC provides reasonable assistance at the expense of INTECH in the defense of the same. Following written notification of an infringement claim, INTECH may, at its expense, and in its sole and absolute discretion (but without obligations to do so) either (i) procure for NCDC the right to continue to use the alleged infringing portion of the Software or (ii) replace or modify the Software to make it non-infringing or (iii) terminate the license to the Software hereunder without any further obligation to NC and refund to NC the unused prorated value of the infringing portion of the Software as determined by INTECH in its sole discretion. Notwithstanding anything contained herein to the contrary, INTECH shall have no liability for any infringement claim based on (a) NC's use of the Software in combination with any non-INTECH supplied software or equipment, if such infringement claim would have been avoided but for such use in combination; (b) NC's alteration of the Software; or (c) NC's use of a superseded release of the Software if the infringement would have been avoided by the use of a New Release of the Software that INTECH provides to NCDC.

**6. INSTALLATION AND TRAINING**

This Agreement includes a non-exclusive right to access the IWWCMS-DC™ and is not to be considered a licensing agreement. To provide ease of use and data security the Software is installed locally on the designated NCDC computers. If NCDC elects to obtain training from INTECH, such services shall be provided in accordance with INTECH's then current terms and conditions with respect thereto. NCDC agrees that it will provide furniture, permanently installed network wiring and or wireless networking. Computer Hardware with compatible operating system installed and operational.

**7. EXPORT TARIFF'S, FEES, AND TAXES**

If NCDC is not exempt under applicable law from tariffs, fees and taxes, INTECH will have the right, at any time during any term of this Agreement, to pass through and invoice to NC any new or increased fees,

INTECH  NC 

assessments, taxes or other charges imposed on, or required to be collected by INTECH or its subcontractors or agents and which are assessed by any governmental agency. NC will provide INTECH with a duly authorized exemption certificate at the time this Agreement is executed.

**8. GENERAL**

8.1 Governing Law: This Agreement shall be construed in accordance with, and its performance governed by, the Laws of the state of Texas. With respect to matters related to Confidentiality of Software and Prohibition on Copying Software and Documentation, if issues arise which are not covered by the Laws of Texas then those issues should be construed according to the United States Federal Laws.

8.2 Injunctive Relief: It is understood and agreed that, notwithstanding any other provisions of this Agreement, breach of the Confidentiality provisions of this Agreement by NC will cause INTECH irreparable damage for which recovery of money damages would be inadequate, and therefore, that INTECH shall be entitled to obtain timely injunctive relief, in addition to all other remedies available to INTECH, to protect INTECH's rights under this Agreement.

8.3 Assignment: This Agreement and any interest herein may not be assigned or transferred, in whole or in part, by either party without the prior written consent of the other party, and any assignment or transfer without such consent shall be null and void; provided, however, that INTECH shall be entitled to assign this Agreement to any corporation controlling, controlled by, or under common control with INTECH. In addition, INTECH may assign its right to payment under this Agreement or grant a security interest in this Agreement or such payment to any third party.

8.4 Severability: If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

8.5 Force Majeure: Neither party shall be deemed to be in default of any provision of this Agreement or be liable for any delay or failure in performance, any loss or damage suffered by the other party, directly or indirectly, as a result of the first party's failure to perform, or delay in performing, any of its obligations contained in this Agreement (except any obligations to make payments hereunder), due to Force Majeure, which shall include without limitation acts of God, fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, governmental regulations or restrictions of any kind.

8.6 Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes any other Agreements, whether oral or in writing, and there are no understandings, representations or warranties of any kind, express, implied or otherwise, not expressly set forth herein.

8.7 Non-waivers and Modification: Waiver by either party of any default or breach of any provision of this Agreement by the other party shall not be construed as a waiver of any subsequent default or breach. No extension of time for payment or other accommodation granted to a party shall operate as a waiver of any of its rights under this Agreement. No provision of this Agreement may be modified by a party without the prior written consent of the other party.

8.8 Limitation of Liability: IN NO EVENT SHALL INTECH OR ITS EMPLOYEES, AGENTS, SUPPLIERS OR CONTRACTORS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH INTECH'S OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOSS OF USE, INCOME OR PROFIT, OR LOSSES SUSTAINED AS THE RESULT OF INJURY (INCLUDING DEATH) TO ANY PERSON OR TO DELIVER OR DELAY IN DELIVERING ANY ITEM UNDER THIS AGREEMENT, EVEN IF INTECH OR A INTECH AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL LIABILITY OF INTECH FOR DAMAGES WITH RESPECT TO ANY ITEM LICENSED OR SOLD HEREUNDER EXCEED THE AMOUNTS ACTUALLY PAID BY NC UNDER THIS AGREEMENT FOR SUCH ITEM.

8.9 Intentional Risk Allocation: INTECH and NC each acknowledge that the provisions of this Agreement were negotiated and voluntarily agreed upon. The warranty disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The limitations of liability are intended to limit

INTECH

NC

the forms of relief available to the parties. The provisions of Section 8.8 and 8.9 shall be enforceable independent of and severable from any other enforceable or unenforceable provision of this Agreement.

8.10 Confidentiality: NC may disclose to third parties that it has concluded an Agreement with INTECH for provision of INTECH supplied Services. Subject to NC's obligations to respond to requests for information under state and federal law, NC shall not, and shall not permit any of its agents, attorneys, employees or advisors to disclose any Confidential Information received from the disclosing party or otherwise discovered by the receiving party during the term of this Agreement, including, but not limited to, the pricing and terms of the Agreement, and any information relating to the disclosing party's technology, business affairs, marketing or sales plans, and any non-public information regarding the performance of the Services (collectively the "Confidential Information"). The parties shall use Confidential Information only for the purpose of this Agreement and shall only disclose Confidential Information to affiliates, employees, subcontractors or advisors under a similar obligation of confidentiality. The forgoing restrictions on use and disclosure of Confidential Information do not apply to information that: (i) is in the possession of the receiving party at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (ii) is, or becomes publically known, through no wrongful act or omission of the receiving party; (iii) is received without restriction from a third party free to disclose it without obligation to the disclosing party; (iv) is developed independently by the receiving party without reference to the Confidential Information, or (v) is required to be disclosed by law, regulation, or court or governmental order, however, the party subject to such law, regulation or court or governmental order shall use reasonable efforts to minimize such disclosure and shall notify the other party contemporaneously of such disclosure. To the extent INTECH or its agents or employees acquire information in connection with providing services under this Agreement which is confidential by state or federal law, INTECH agrees to maintain the confidentiality of such information and not disclose to anyone except as may be required by law.

8.11 Audit of Software: INTECH reserves the right to audit NCDC's Site during the term of the Agreement for compliance with the provisions of this Agreement and any attachments to the Agreement, provided that such audits shall be conducted during normal business hours and in such a manner as not to interfere unreasonably with the business operations of NCDC.

8.12 Counterparts: This Agreement may be executed in counterparts.

8.13 Survival: The provisions of Sections 2, 4, 5, and 8 shall survive termination of this Agreement.


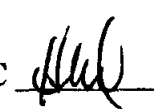
8.14 Cumulation of Remedies: All remedies available to either party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

8.15 Notices and Changes: Any notice or other communication hereunder shall be in writing and sent to the principal address of the party set forth at the beginning of this Agreement. No change to any provision hereof (including any Exhibit hereto) shall be effective unless stated in writing and signed by both parties hereto.

8.16 Interpretation: The section headings of this Agreement are for convenience of reference only, and shall not be construed to alter or affect the meaning of any provision hereof.

8.17 Continuing Obligations: The obligations of the NC under Section 2.4 (Confidentiality of Software), 2.5 (Prohibition on Copying Software and Documentation), and 2.7 (Disposal of Software and Documentation at Termination) shall survive termination under this Agreement. Should contract be terminated so shall the contract for support services.

8.18 Third Party Escrow: The software source code will be placed in a third party escrow account with INTECH's attorney in Accordance to the Third Party Escrow Agreement.



INTECH  NC 



**Service Agreement Costs**

**EXHIBIT A**

<b>IWWCMS-DC Service Level</b>		<b>Annually</b>
<b>Intech Worldwide District Court Management System</b>		\$ 40,800.00
<b>Including all of the following:</b>		
Criminal Docketing System		
Civil Docketing System		
Restitution Processing		
Jury System		
Integrated Document Management System		
Integrated Court Forms		
Automated TX OCA Reporting for District Court		
Automated TX OCA Reporting for County Court at Law		
Automated Conviction Reporting		
<b>Annual Service Agreement TOTAL</b>		<b>\$ 40,800.00</b>
<b>IWWCMS-DC One-time Costs</b>	<b>Days</b>	<b>Cost</b>
<b>Installation &amp; Configuration</b>	5 On-site	\$ 9,475.00
<b>Training</b>	15 On-site	\$ 28,425.00
<b>Conversion of existing court system data</b>		\$ 10,000.00
<b>One Time Costs TOTAL</b>		<b>\$ 47,900.00</b>
<b>Total First Year System Costs</b>		<b>\$ 88,700.00</b>

INTECH  \_\_\_\_\_ NC  \_\_\_\_\_



# Schedule for ServiceElite

This Schedule contains a listing of the Eligible Machines at the Specified Locations identified below for which IBM will provide the identified Services as described in the referenced Master Services Attachment and any referenced Statements of Work and Change Authorizations. The complete agreement between us about these Services consists of 1) this Schedule 2) the referenced Master Services Attachment and any referenced Statements of Work and Change Authorizations, and 3) the IBM Customer Agreement (or any equivalent agreement in effect between us).

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**Name and Address of Customer:**

NAVARRO COUNTY  
DISTRICT ATTORNEY  
COUNTY COURTHOUSE 2ND FL  
300 W THIRD  
CORNICANA TX 75110-4603

**Customer Billing Address:**

NAVARRO COUNTY  
COUNTY AUDITOR S OFF  
300 W THIRD  
CORNICANA TX 75110-4603

Master Services Attachment Number: MAD9DHW  
Statement of Work Number: AY12HY  
Change Authorization Number:  
Customer Number: 06373586

Schedule Number: AY12HY  
Revised Schedule: No  
Schedule Effective Date: 01/02/2013  
Proposal Reference Date:

Transaction Contract Period:  
Start Date: 09/18/2012  
End Date: 09/17/2015  
Renewal Contract Period: 3 Year(s)  
Associated Contract Number: AD9DHW

**Charge Period Charges / Payment Plan (Inclusive of MES):**

WSU One Time Charges: 0.00  
SWMA ALF One Time Charges: 0.00  
MMS for CISCO HW One Time Charges: 0.00  
MMS for CISCO SW One Time Charges: 0.00  
MMS for Nortel One Time Charges: 0.00  
One Time Charges: 0.00

Maintenance Charges: 2,244.38  
Service Charges: 3,734.50  
**TOTAL CHARGE PERIOD CHARGES:** 5,978.88  
Annually

Charge Period:  
Start Date: 01/03/2013  
End Date: 01/02/2014

Accumulated Adjustment Invoicing option: N

Automatic Inventory Increase Option Applies:  
Machine Maintenance Services Option #1: Y  
Software Services Option #2: N

Price Protection Option: Opt#1 Annual Price Protection  
Pricing Method: Line Item

Type of Discount(s) Applied: Term Incentive Special Bid

Charges are based on the current inventory and services identified in this Schedule. Actual charges may vary with any additions, deletions, or changes to the inventory or services. Any applicable taxes are not included in the charge amounts herein but will be added to your invoice.

For a Machine subject to usage charges, in addition to the Service charge identified herein, you will be separately billed for usage in accordance with applicable usage rates and billing cycles.

**The Parties need not sign this Schedule, unless either of us requests it.**

Agreed to:

NAVARRO COUNTY

By: [Signature]  
Name (type or print): H.M. Davenport  
Date: 1-14-13

Agreed to:

International Business Machines Corporation

By: \_\_\_\_\_  
Name (type or print): \_\_\_\_\_  
Date: \_\_\_\_\_

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# IBM Schedule for ServiceElite

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**Enterprise Total for Charge Period by Customer Number Inclusive of MES:**

Customer No.	Customer Name	Customer Location	Charges
06617629	NAVARRO COUNTY	300 W 3RD AVE, CORSICANA TX 75110-4603	5,978.88
<b>Total</b>			<b>5,978.88</b>

**Note: One Time Charges are not included in the Total**

# IBM Schedule for ServiceElite

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## Maintenance Machine List

-Eligible Machine Description- A Machine is only considered "Eligible" if it is operational and in conformance with its official published specifications on the contract start date.

Machine	Model	Specified Location	City, State	Quantity	Unit	Price
IBM	9405 520	00000A1DB	CORSICANA TX 75110-4603	1	B	2,244.38
	0901		ESESERVER I5	1		
	9653		1W SERV FEAT 520 1X8951	1		
			BASE 30GB 1/4-INCH CART TYPE	1		
<b>Subtotal Without MES</b>						<b>2,244.38</b>
<b>Subtotal With MES</b>						<b>2,244.38</b>
<b>Total Charge Period Charges for Maintenance Machine List Without MES</b>						<b>\$2,244.38</b>
<b>Total Charge Period Charges for Maintenance Machine List With MES</b>						<b>\$2,244.38</b>

See Legend for Details



# Schedule for ServiceElite

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## Services List

Customer Technical Contact Name (if applicable):  
 Customer Primary Technical Contact name :  
 Customer Primary Technical Contact phone number :

### Eligible Machine Description

Type	Model	Serial Number	Support Service	Quantity	Rate	Total

Specified Location: 06617629

City, State: CORSICANA TX 75110-4603

SWMA FOR IBM i

3,734.50

SOFTWARE MAINTENANCE  
 P10  
 CHARGEABLE PROCESSORS  
 FULL SHIFT

9405 520 00000A1DB

1

Subtotal

3,734.50

Total Charge Period Charges for Services List

\$ 3,734.50

Note: One Time Charges are not included in these totals.  
 See Legend for Details



# Schedule for ServiceElite

## Legends:

<sup>1</sup> Charge adjustments related to inventory and Service changes will be accumulated and invoiced with your next standard invoicing cycle (may be sooner for annual or semiannual payment plans)

## <sup>2</sup>TYPE OF SERVICE

- A) On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), 8am to 5pm, next business day
- B) On-Site Repair/Exchange Services, 7 days a week, 24hrs/day.
- C) On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), 8am to 5pm, 4 hour response objective  
This type of repair Service includes a response objective and is not a guarantee.
- D) On-Site Repair/Exchange Services, 7 days a week, 24hrs/day, 2 hour response objective.  
This type of repair Service includes a response objective and is not a guarantee.
- X) EasyServe (remotely delivered services)

## <sup>3</sup>MAINTENANCE SERVICES

- 1) Maintenance of IBM Machines
- 2) Maintenance of Non-IBM Machines
- 3) Warranty Service Upgrade
- 4) Maintenance of Non-IBM Machines - Cisco Products
- 5) Maintenance of IBM Machines - Enhanced Service Response
- 6) Service for Machines Withdrawn from IBM Maintenance
- 7) Non-IBM Service for Machines Withdrawn from IBM Maintenance
- 8) Maintenance of IBM Machines (Labor Only)
- 9) Non-IBM Memory Exchange
- 10) Enhanced Parts Inventory
- 11) Spare Machine
- 12) Key Operator Support
- 13) Maintenance of non-IBM Machines during the Manufacturer's Warranty Period
- 16) IBM Maintenance Services - First Line Maintenance for Wincor Nixdorf ATMs
- 17) IBM Maintenance Services - Applications Maintenance Services for Wincor Nixdorf ATMs
- 18) Post Installation Coverage (PIC) Service Upgrade, for selected Non-IBM Machines

## <sup>4</sup>Charges shown are for the Charge Period

- A (C) indicates a Machine that will have usage charges billed separately.
- An (E) indicates a Machine that has been announced as withdrawn from generally available Maintenance Service.
- An (F) indicates an assumptive Product included in the total Charge Period Price that has a manually inserted serial number and configuration provided by the customer.
- An (H) identifies a Machine on an existing ServiceElite/ServiceSuite/ ServiceElect CHIS contract with duplicate Maintenance Services coverage.
- A (K) indicates assumptive Products included in the total Charge Period Price that are based on the customer provided configuration.
- An (M) indicates a Miscellaneous Equipment Specification (MES) on order is not installed and applicable pricing not included.
- An (N) indicates that the Product is a non-GSA Schedule item .
- An (O) indicates a one time charge.
- A (P) indicates a Machine or Service with coverage on a non-CHIS contract.
- An (R) indicates the usage charge rate (feet, hours, or impressions) for a Machine under a usage plan.
- An (S) indicates a manual order installation date change.
- A (U) indicates usage charges which are measured in either feet, hours, or impressions.
- A (W) indicates a Machine under warranty.
- An (X) indicates On-order Products which are shown for planning purposes only.
- A (Y) indicates On-order MES Products which are shown for planning purposes only. These charges are included in the related Machine.

<sup>5</sup>Charges Start/Stop dates shown are those that differ from the Contract Period Start/End Dates

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Dated: January 14, 2013

**Intech Worldwide, LP**  
P. O. Box 11771  
Spring, TX 77391

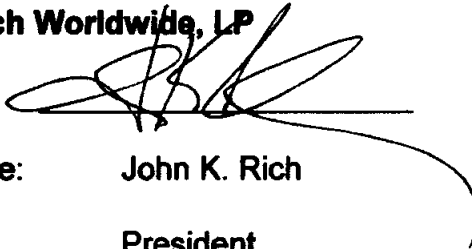
This Agreement is entered into between Intech Worldwide, LP, a Texas Limited Partnership (hereinafter called "INTECH") and Navarro County (hereinafter called "NC") with respect to services provided to the Navarro County Auditor's Office (hereinafter called "NCAO")

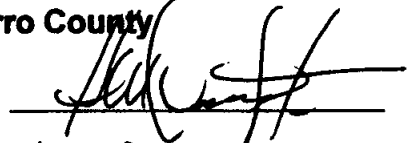
NCAO #: 684048007  
NC Address: 300 West 3<sup>rd</sup> Avenue  
Suite 10  
Corsicana, TX 75110

This Agreement consists of the following attachments (check and initial)

Check	NC Initial
<input checked="" type="checkbox"/> SERVICES AGREEMENT	_____

This Agreement is effective as of the last date on which both parties hereto have executed this Agreement below.

**Intech Worldwide, LP**  
By:   
Name: John K. Rich  
Title: President  
Date: 14 January 2013

**Navarro County**  
By:   
Name: H.M. Daventport  
Title: County Judge  
Date: 1-14-13

Initial a 

**PRODUCT AND SERVICES AGREEMENT**

**1. DEFINITIONS**

1.1 Services. INTECH will provide NCAO with use of the software set forth in Exhibit A and the support services set forth in this Agreement (collectively, the "Services"), solely for the purpose of locally hosting the NCAO's subscription to the Intech Worldwide Imaging Management Software (the "IWWIMS™").

1.1.1. All other hardware and software, as defined in the IWWIMS™ system requirements, shall be the responsibility of the NC.

1.1.2. INTECH reserves the right to modify any Service from time to time; provided that NCAO may terminate a Service without penalty in the 30 days following written notice from INTECH of the implementation of any change to a Service that, in NCAO's sole discretion, has a material adverse effect on the functionality of that Service and INTECH fails to correct the adverse effect in the 30 days following NCAO's written notification to INTECH of such effect. INTECH, its affiliates or subcontractors may perform some or all of INTECH's duties and/or obligations hereunder. The right to modify services does not include the right to increase payments made by NC to Intech pursuant to this agreement.

1.1.3. NC shall install and maintain the client server portion of the IWWIMS™ solution and all additional client software as defined in the specifications listed by INTECH on the NCAO authorized workstations.

1.2 Site. "Site" shall mean the NCAO location of the IWWIMS Solution.

1.3 Software. "Software" shall mean, in object code form only, as fully described on Exhibit A.

**2. SOFTWARE AS A SERVICE AGREEMENT**

2.1 Scope of Agreement: Subject to the provisions contained herewith, INTECH grants to NCAO a non-exclusive, non-transferable right to use the IWWIMS™ solution installed onsite, technical support, updates and upgrades.

2.2. Term of Agreement: The term of this Agreement is for one year, commencing upon delivery of the IWWIMS™ solution to NCAO and it being operational. The Agreement will automatically renew for successive one year periods unless NC sends the notice described below. INTECH will invoice NC for renewal of the Agreement unless NCAO has provided INTECH with notice of its intent not to renew. If NCAO elects not to renew such Agreement, notification of its election shall be made not less than thirty (30) days prior to the renewal date. Otherwise, NC agrees to pay such charges within thirty (30) days from receipt of invoice from INTECH by the NCAO. In the event INTECH elects to increase prices for the years after the first year, INTECH shall provide NCAO with written notice of any intended price increase at least 60 days prior to the end of the term so the parties can negotiate prior to the time NC has to notify INTECH of its intent to terminate the Agreement. If the parties cannot agree on a price increase, this Agreement will terminate and be of no further force and effect.

2.3. Title to Software and Data: All title and ownership rights, including all applicable rights to copyrights, trademarks, patents and trade secrets in IWWIMS™, shall remain with Intech Technology Solutions LLC (ITLLC). All data created or transmitted and stored on the NC server shall at all times be owned by NC.

2.4. Confidentiality of Software: NC agrees to maintain the confidential nature of the IWWIMS™ solution provided for its use under this Agreement. NC agrees that it will not, during or after the terms of this Agreement, permit the disclosure of the Software or its Documentation to any person other than a regular employee or contractor of the NC, unless such disclosure is specifically authorized in writing by INTECH in advance of any such disclosure. This confidentiality/non-disclosure provision shall be made known by NC to its regular employees and contractors, who shall also be bound by these terms and conditions.

INTECH  NC 



2.5. Prohibition on Copying Software and Documentation: NC will not, and will not permit others to: (a) make copies of the Software or Documentation, except that one copy of the Software may be made for backup and archival purposes only; (b) remove, obscure or alter any notice of patent, copyright, trade secret or other proprietary rights notice on or in the Software; (c) modify, decompile, disassemble or reverse engineer the Software, (d) use any authoring tool in the Software for any purpose other than use of the Software, (e) sublicense, distribute, rent, lease or otherwise transfer the Software or any Software accessible to end-users or others by broadcast or transmission in any form whatsoever, including without limitation, broadcast or transmission by telephone, cable, satellite or interactive television. NC agrees to promptly inform INTECH, in writing of any unauthorized use or distribution of Software or Documentation that comes to its attention and use its best efforts to terminate such unauthorized use or distribution.

2.6. Use of Software: NC shall use the Software only on its Hardware (or on compatible replacement), and only to process its own data. It shall not use the software to perform services for hire. Any additional entities would have to enter into an Agreement with INTECH for appropriate Services.

2.7. Disposal of Software and Documentation at Termination: Upon the cancellation or other termination of this service, NCAO shall: (a) return all Software and Documentation; and (b) forward written notice to INTECH that all Software and Documentation have been destroyed or deleted from any computer libraries or storage devices and are no longer in use by NCAO.

2.8. Assignment: This Agreement may not be assigned or transferred without advanced written consent from INTECH.

2.9. WARRANTY: EXCEPT AS SET FORTH BELOW, INTECH MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, FOR THE SERVICES IT IS PROVIDING, AND DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. INTECH exercises no control over and accepts no responsibility for the content of the information passing through the Services. INTECH specifically denies any responsibility for the accuracy or quality of information obtained through the Services. Use of any information obtained via the Services is at NCAO's own risk. In no event shall INTECH become liable to NC or any other party for any special or consequential damages or any other loss, including time, money, or goodwill arising from the use, operation, or modification of the software by the NC.

2.10. Proprietary Nature of the Software and Documentation: NC shall acquire no ownership rights or title to the Software or Documentation. NC will not, and will not permit others to violate Section 2.5. NC agrees to promptly inform INTECH, in writing, of any unauthorized use or distribution of Software or Documentation that comes to its attention and use its best efforts to terminate such unauthorized use or distribution.

2.11 Trademarks: NC hereby recognizes and concedes for all purposes that any copyrights, trademarks, trade names, or identifying slogans affixed to, relating to, or contained in the Software furnished to NCAO by INTECH, or any accompanying labels, containers and cartons, whether or not registered, constitute the exclusive property of ITLLC or its licensors. Upon termination of this Agreement in any manner provided herein, NCAO will cease and desist from using all ITLLC copyrights, trademarks, trade names, or identifying slogans, and furthermore, NCAO will at no time adopt for use, without INTECH's prior written consent, any word or mark which is similar to or likely to be confused with said identifying marks.

3. SERVICE AND PAYMENT

3.1 Service: INTECH agrees to provide to the NCAO the Services listed on Exhibit A and NC agrees to purchase such Services.

3.2 Payment: NC agrees to pay the amounts set forth on Exhibit A in U.S. Dollars free of any withholding tax, liens and fees. Payments for the Services shall be made in advance upon execution of this Agreement, and be in the form of a check, wire or ACH.

3.3 Amendment of Exhibit A: The parties may from time to time, by mutual agreement, amend Exhibit A to add additional products and services for use at a specified site to be covered by the terms of this Agreement and also add additional Sites at which specified Software may be installed and used by NCAO. These changes will be agreed upon in writing and signed by both parties.

INTECH

NC

**4. SOFTWARE WARRANTY AND SUPPORT**

4.1 Warranty on Software: If NC's hardware along with the manufacturer's standard operating system is included on INTECH's list of supported environments or compatible with supported environments, INTECH warrants that the IWWIMS™ programs will run to specifications on NC's system. If the IWWIMS™ programs do not run on NC's system, INTECH will refund the Agreement price of such Services. The remedy for breach of the warranty shall be limited to a refund of the Agreement price paid for that year and shall not cover any other damages, including, but not limited to loss of profit, incidental, or consequential damages or other similar claims.

4.2 Software Support: INTECH will provide both telephone and on-line support to NCAO only with respect to access and availability of the IWWIMS™ solution maintained by INTECH pursuant to this Agreement. This support will include solutions to general INTECH software issues, programming problems, re-indexing, corrupted data file clean-up and utilization of INTECH provided forms and reports. Support does not cover operating system issues. INTECH will work with NCAO's operating system support provider to determine the best solution in these situations. Telephone support is available between 8:00 AM and 5:00 PM CST, Monday through Friday excluding Federal holidays and will be included as part of this Agreement for the first 6 months of the warranty period. On the first day following this initial 6 months of the warranty period NCAO shall receive, as a part of the annual payment, up to the maximum time usage of 10 hours of support assistance per month and agrees to pay \$250/hour for support over 10 hours. There will be no charge if the need for support is caused by an INTECH programming error. Notification of defects in workmanship or materials must be made to INTECH in writing at the address and phone number listed or via e-mail.

4.3 Supported Environments: Visual DataFlex. Operating systems and networks: Windows Server 2003 and Server 2008 or higher, Windows NT, Vista and 7 or higher.

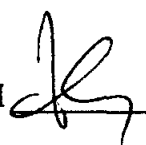
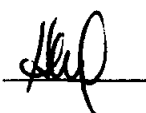
**5. INDEMNIFICATION**

INTECH agrees to indemnify, hold harmless, and defend NC from and against any and all damages, costs and expenses, including reasonable attorney's fees, incurred in connection with any claim by any third party that the portions of the Software developed and owned by INTECH infringe upon any U.S. copyright, patent or trade secret of such third party; provided that INTECH is notified in writing within thirty (30) days from the date NC knew of such claim and further provided that INTECH has sole control over its defense or settlement, and NC provides reasonable assistance at the expense of INTECH in the defense of the same. Following written notification of an infringement claim, INTECH may, at its expense, and in its sole and absolute discretion (but without obligations to do so) either (i) procure for NCAO the right to continue to use the alleged infringing portion of the Software or (ii) replace or modify the Software to make it non-infringing or (iii) terminate the license to the Software hereunder without any further obligation to NC and refund to NC the unused prorated value of the infringing portion of the Software as determined by INTECH in its sole discretion. Notwithstanding anything contained herein to the contrary, INTECH shall have no liability for any infringement claim based on (a) NC's use of the Software in combination with any non-INTECH supplied software or equipment, if such infringement claim would have been avoided but for such use in combination; (b) NC's alteration of the Software; or (c) NC's use of a superseded release of the Software if the infringement would have been avoided by the use of a New Release of the Software that INTECH provides to NCAO.

**6. INSTALLATION AND TRAINING**

This Agreement includes a non-exclusive right to access the IWWIMS™ and is not to be considered a licensing agreement. To provide ease of use and data security the Software is installed locally on the designated NCAO computers. If NCAO elects to obtain training from INTECH, such services shall be provided in accordance with INTECH's then current terms and conditions with respect thereto. NCAO agrees that it will provide furniture, permanently installed network wiring and or wireless networking. Computer Hardware with compatible operating system installed and operational.

**7. EXPORT TARIFF'S, FEES, AND TAXES**

INTECH  NC 

If NCAO is not exempt under applicable law from tariffs, fees and taxes, INTECH will have the right, at any time during any term of this Agreement, to pass through and invoice to NC any new or increased fees, assessments, taxes or other charges imposed on, or required to be collected by INTECH or its subcontractors or agents and which are assessed by any governmental agency. NC will provide INTECH with a duly authorized exemption certificate at the time this Agreement is executed.

**8. GENERAL**

8.1 Governing Law: This Agreement shall be construed in accordance with, and its performance governed by, the Laws of the state of Texas. With respect to matters related to Confidentiality of Software and Prohibition on Copying Software and Documentation, if issues arise which are not covered by the Laws of Texas then those issues should be construed according to the United States Federal Laws.

8.2 Injunctive Relief: It is understood and agreed that, notwithstanding any other provisions of this Agreement, breach of the Confidentiality provisions of this Agreement by NC will cause INTECH irreparable damage for which recovery of money damages would be inadequate, and therefore, that INTECH shall be entitled to obtain timely injunctive relief, in addition to all other remedies available to INTECH, to protect INTECH's rights under this Agreement.

8.3 Assignment: This Agreement and any interest herein may not be assigned or transferred, in whole or in part, by either party without the prior written consent of the other party, and any assignment or transfer without such consent shall be null and void; provided, however, that INTECH shall be entitled to assign this Agreement to any corporation controlling, controlled by, or under common control with INTECH. In addition, INTECH may assign its right to payment under this Agreement or grant a security interest in this Agreement or such payment to any third party.



8.4 Severability: If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

8.5 Force Majeure: Neither party shall be deemed to be in default of any provision of this Agreement or be liable for any delay or failure in performance, any loss or damage suffered by the other party, directly or indirectly, as a result of the first party's failure to perform, or delay in performing, any of its obligations contained in this Agreement (except any obligations to make payments hereunder), due to Force Majeure, which shall include without limitation acts of God, fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, governmental regulations or restrictions of any kind.

8.6 Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes any other Agreements, whether oral or in writing, and there are no understandings, representations or warranties of any kind, express, implied or otherwise, not expressly set forth herein.

8.7 Non-waivers and Modification: Waiver by either party of any default or breach of any provision of this Agreement by the other party shall not be construed as a waiver of any subsequent default or breach. No extension of time for payment or other accommodation granted to a party shall operate as a waiver of any of its rights under this Agreement. No provision of this Agreement may be modified by a party without the prior written consent of the other party.

8.8 Limitation of Liability: IN NO EVENT SHALL INTECH OR ITS EMPLOYEES, AGENTS, SUPPLIERS OR CONTRACTORS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH INTECH'S OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOSS OF USE, INCOME OR PROFIT, OR LOSSES SUSTAINED AS THE RESULT OF INJURY (INCLUDING DEATH) TO ANY PERSON OR TO DELIVER OR DELAY IN DELIVERING ANY ITEM UNDER THIS AGREEMENT, EVEN IF INTECH OR A INTECH AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL LIABILITY OF INTECH FOR DAMAGES WITH RESPECT TO ANY ITEM LICENSED OR SOLD HEREUNDER EXCEED THE AMOUNTS ACTUALLY PAID BY NC UNDER THIS AGREEMENT FOR SUCH ITEM.

INTECH  NC 

8.9 Intentional Risk Allocation: INTECH and NC each acknowledge that the provisions of this Agreement were negotiated and voluntarily agreed upon. The warranty disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The limitations of liability are intended to limit the forms of relief available to the parties. The provisions of Section 8.8 and 8.9 shall be enforceable independent of and severable from any other enforceable or unenforceable provision of this Agreement.

8.10 Confidentiality: NC may disclose to third parties that it has concluded an Agreement with INTECH for provision of INTECH supplied Services. Subject to NC's obligations to respond to requests for information under state and federal law, NC shall not, and shall not permit any of its agents, attorneys, employees or advisors to disclose any Confidential Information received from the disclosing party or otherwise discovered by the receiving party during the term of this Agreement, including, but not limited to, the pricing and terms of the Agreement, and any information relating to the disclosing party's technology, business affairs, marketing or sales plans, and any non-public information regarding the performance of the Services (collectively the "Confidential Information"). The parties shall use Confidential Information only for the purpose of this Agreement and shall only disclose Confidential Information to affiliates, employees, subcontractors or advisors under a similar obligation of confidentiality. The forgoing restrictions on use and disclosure of Confidential Information do not apply to information that: (i) is in the possession of the receiving party at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (ii) is, or becomes publically known, through no wrongful act or omission of the receiving party; (iii) is received without restriction from a third party free to disclose it without obligation to the disclosing party; (iv) is developed independently by the receiving party without reference to the Confidential Information, or (v) is required to be disclosed by law, regulation, or court or governmental order, however, the party subject to such law, regulation or court or governmental order shall use reasonable efforts to minimize such disclosure and shall notify the other party contemporaneously of such disclosure. To the extent INTECH or its agents or employees acquire information in connection with providing services under this Agreement which is confidential by state or federal law, INTECH agrees to maintain the confidentiality of such information and not disclose to anyone except as may be required by law.

8.11 Audit of Software: INTECH reserves the right to audit NCAO's Site during the term of the Agreement for compliance with the provisions of this Agreement and any attachments to the Agreement, provided that such audits shall be conducted during normal business hours and in such a manner as not to interfere unreasonably with the business operations of NCAO.

8.12 Counterparts: This Agreement may be executed in counterparts.

8.13 Survival: The provisions of Sections 2, 4, 5, and 8 shall survive termination of this Agreement.

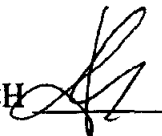
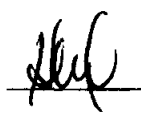
8.14 Cumulation of Remedies: All remedies available to either party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

8.15 Notices and Changes: Any notice or other communication hereunder shall be in writing and sent to the principal address of the party set forth at the beginning of this Agreement. No change to any provision hereof (including any Exhibit hereto) shall be effective unless stated in writing and signed by both parties hereto.

8.16 Interpretation: The section headings of this Agreement are for convenience of reference only, and shall not be construed to alter or affect the meaning of any provision hereof.

8.17 Continuing Obligations: The obligations of the NC under Section 2.4 (Confidentiality of Software), 2.5 (Prohibition on Copying Software and Documentation), and 2.7 (Disposal of Software and Documentation at Termination) shall survive termination under this Agreement. Should contract be terminated so shall the contract for support services.



8.18 Third Party Escrow: The software source code will be placed in a third party escrow account with INTECH's attorney in Accordance to the Third Party Escrow Agreement.

INTECH  NC 

**Service Agreement Costs**

**EXHIBIT A**

<b>IWWIMS Service Level</b>	<b>Annually</b>
<b>Intech Worldwide Imaging Management System</b>	\$ 5,995.00
<b>Annual Service Agreement TOTAL</b>	<b>\$ 5,995.00</b>
<b>IWWIMS One-time Costs</b>	<b>Cost</b>
<b>Installation, Configuration &amp; Training</b>	\$ 4,495.00
<b>Conversion of existing Imaging Data</b>	\$ 3,995.00
Intech's portion of importing & linking data already exported into Windows	
<b>One Time Costs TOTAL</b>	<b>\$ 8,490.00</b>
<b>Total First Year System Costs</b>	<b>\$ 14,485.00</b>

INTECH  NC 

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# TEXAS ASSOCIATION of COUNTIES RISK MANAGEMENT POOL

## WORKERS' COMPENSATION COST WORKSHEET

Policy Period: January 01, 2013 - January 01, 2014

Member Name: Navarro County  
Contract No.: 1750

### ALLIANCE ELECTION FORM

- I authorize participation in the Political Subdivision Workers' Compensation Alliance.
- I elect not to participate in the Political Subdivision Workers' Compensation Alliance.

Kathy B. Holloran  
Signature of Pool Coordinator

County Auditor  
Title

1/14/13  
Date of Signature

Please Remit to:  
Texas Association of Counties Risk Management Pool  
P.O. Box 2131  
Austin, TX 78768



# TEXAS ASSOCIATION of COUNTIES RISK MANAGEMENT POOL

## WORKERS' COMPENSATION COST WORKSHEET

Policy Period: January 01, 2013 - January 01, 2014

Member Name: Navarro County

Contract No.: 1750

SUMMARY	
Experience Modifier	1.09
Package Discount	10.00%
<b>2013 Estimated Worker's Compensation Contribution</b>	<b>230,121</b>

BREAKOUT					
Class Code	Description of Risk	Number of Employees	Estimated Payroll	Cost Allocation Factor	Net Contribution
090140	Bldg. Maintenance & Janitors	3	99,903	3.9137964	3,910
088100	Clerical	92	3,295,076	0.5984080	19,718
056060	Co. & Drain Dist. Commissioners	4	253,750	0.6104433	1,549
088330	Hospital Professional & Clerical	18	759,243	0.5983592	4,543
087420	Juv Probation, Collectors, Sales	4	195,030	0.2035584	397
075900	Landfill, Garbage Reduction	2	89,478	2.4173540	2,163
077200	Law Enforcement	132	4,869,976	2.9441829	143,381
088200	Law Office	6	301,638	0.0719405	217
082270	Permanent Yard Employees	4	166,668	1.4243886	2,374
055060	Road Employees-Paving, Repaving	31	925,877	5.4335511	50,308
088551	Volunteer First Responders	10	52,000	2.9442308	1,531
088552	Volunteer All Others	1	5,200	0.5961538	31
<b>Total Payroll / Employees</b>		<b>307</b>	<b>11,013,839</b>		<b>230,121</b>

Optional Alliance Discount 9,205.00

Annual Contribution After Alliance Discount 220,916.00

Installment Due Dates	Estimated Installment without Alliance Discount	Estimated Installment with Alliance Discount
January 1, 2013	57,530.25	55,229.00
April 1, 2013	57,530.25	55,229.00
July 1, 2013	57,530.25	55,229.00
October 1, 2013	57,530.25	55,229.00



**PSWCA Provider Listing - 01/02/2013**

Primary Care: All

Within 20 miles of 300 W. Third Ave, Ste. 10 75110.

**POLITICAL SUBDIVISION  
WORKERS' COMPENSATION  
ALLIANCE**

Provider Name	Phone	Distance
<b>Emergency Medicine</b>		
Medical and Surgical Associates of Corsicana 401 Hospital Dr. Ste. 120 Corsicana, TX 75110	(903) 872-3005 (903) 875-7229	2.1 mi
Grady Shaw, MD Additional Languages: Spanish		
<b>Family Medicine</b>		
Medical and Surgical Associates of Corsicana 401 Hospital Dr. Ste. 120 Corsicana, TX 75110	(903) 872-3005 (903) 875-7229	2.1 mi
Grady Shaw, MD Additional Languages: Spanish		
Blair Family Practice, P.A. 2203 W. Lampasas St. Ste. 101 Ennis, TX 75119	(972) 875-7799 (972) 878-3031	17.8 mi
Raymond Blair Jr., MD		
Dr. Fredric C. Puckett, PLLC 2203 W. Lampasas St. Ste. 205 Ennis, TX 75119	(972) 875-6200 (972) 875-6414	17.8 mi
Fredric Puckett, DO		
<b>Family Practice</b>		
Ennis Quick Care 2200 Physicians Blvd. Ste. 1 Ennis, TX 75119	(972) 875-9755 (972) 905-9175	17.8 mi
Bart Crosby II, DO Additional Languages: Spanish		
Ellis County Medical Associates 802 W. Lampasas St. Ennis, TX 75119	(972) 875-4700 (972) 878-4527	18.3 mi
Tonya Youngblood, MD Additional Languages: Spanish		
<b>General Practice</b>		
Ennis Quick Care 2200 Physicians Blvd. Ste. 1 Ennis, TX 75119	(972) 875-9755 (972) 905-9175	17.8 mi
Bart Crosby II, DO Additional Languages: Spanish		
<b>Internal Medicine</b>		
Ellis County Medical Associates 802 W. Lampasas St. Ennis, TX 75119	(972) 875-4700 (972) 878-4527	18.3 mi
Larry Jinks, MD Additional Languages: Spanish		
Robert Silverman, MD Additional Languages: Spanish		
<b>Physical Medicine &amp; Rehabilitation</b>		
A-Medical Advantage Healthcare Systems, P.A. 2200 Physicians Blvd. Ste. D Ennis, TX 75119	(972) 875-7488	17.8 mi
Jose Fuentes, MD		

Although every effort is made to insure complete and accurate information, this directory is subject to change without notice. Please verify that your provider participates in the network.

Information in this listing is provided for reference purposes only. PSWCA does not recommend any particular provider. Any use or interpretation of the data provided is done solely at the discretion of the user.





# PSWCA Provider Listing - 01/02/2013

Specialist: All

Within 20 miles of 300 W. Third Ave, Ste. 10 75110.

**POLITICAL SUBDIVISION  
WORKERS' COMPENSATION  
ALLIANCE**

	Phone	
<b>General Surgery</b>		
General & Vascular Surgery of Ennis 802 West Lampasas Ennis, TX 75119	(972) 875-4700	(972) 330-8006
	18.3 mi	
John Sullivan, MD Additional Languages: German, Portuguese, Spanish		
<b>MMI/IR Certified</b>		
Regional Employee Assistance Program, Inc. 400 Hospital Dr. Ste. 201 Corsicana, TX 75110	(903) 872-0003	(903) 872-0010
	2.1 mi	
John Judd, MD		
Ellis County Medical Associates 802 W. Lampasas St. Ennis, TX 75119	(972) 875-4700	(972) 878-4527
	18.3 mi	
Tonya Youngblood, MD Additional Languages: Spanish		
<b>Optometry</b>		
Gold Eye Clinic 105 W. 7th Ave. Ste. 800 Corsicana, TX 75110	(903) 874-0005	(903) 874-0009
	0.4 mi	
Mark Hayes, OD		
<b>Orthopaedic Surgery</b>		
Regional Employee Assistance Program, Inc. 400 Hospital Dr. Ste. 201 Corsicana, TX 75110	(903) 872-0003	(903) 872-0010
	2.1 mi	
John Judd, MD		
Michael Malone, DO		
Ellis County Orthopaedic Sports Medicine Clinic 2203 W. Lampasas St. Ste. 114 Ennis, TX 75119	(972) 875-7777	(972) 875-7776
	17.8 mi	
Gregory Moore, DO		
Ennis Orthopaedic Surgery and Sports Medicine Center 802 West Lampasas St. Ennis, TX 75119	(972) 875-4700	(972) 878-2238
	18.3 mi	
Kevin Williams, MD		
<b>Physical Therapy</b>		
Lott Physical Therapy 1026 W. 2nd Ave. Corsicana, TX 75110	(903) 874-7433	(903) 874-6295
	0.5 mi	
David Lott, PT		
Laura Ludeman, PT		
Melanie Bruce, PT		
Suzanne Castles, PT		
Peak Physical Therapy and Rehab LLC dba Peak Physical Therapy and Sports Medicine Center of Ennis 2200 Physicians Blvd. Ste. D Ennis, TX 75119	(214) 369-8555	(214) 369-2683
	17.8 mi	
Evette Ramirez, PT		
Summit Therapeutic Concepts of Ennis d.b.a. Peak Physical Therapy & Sports Medicine Center of Ennis 2200 Physicians Blvd. Ste. D Ennis, TX 75119	(214) 369-8555	(214) 369-2683
	17.8 mi	
US Physical Therapy 1011 East Ennis Ave. Ste. D Ennis, TX 75119	(972) 878-0503	(972) 878-6219
	18.6 mi	
Victory Physical Therapy		

Although every effort is made to insure complete and accurate information, this directory is subject to change without notice. Please verify that your provider participates in the network.

\$ 27

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# TEXAS ASSOCIATION of COUNTIES RISK MANAGEMENT POOL

## Navarro County Renewal Application

Questions about completing this application should be directed to your Member Services Representative at 800-456-5974

### General Information

1. Name of Political Subdivision: Navarro County
2. Mailing Address: 300 W 3rd Ave Ste 10 Corsicana, TX 75110-4672  
 Contact Person: Ms. Kathy Hollomon Email: khollomon@navarrocounty.org  
 Contact Phone Number: (903) 654-3095 Contact Fax Number: (903) 654-3097
3. Total Number of applicant's employees including elected officials:  
308 Full Time 12 Part Time 16 Volunteers

Full time = 35 hours or more a week / Part time = Permanent employee less than 35 hours / Volunteer = actively serving

### Coverage Renewing

Renewal coverage period: January 01, 2013 - January 01, 2014

Please review your current coverage. If you wish to renew as expiring please select the coverages you desire to **renew with no changes** and coverage will renew as it currently stands. If you wish to **renew with changes as shown on the application** select the coverages you desire to change and complete the appropriate **Optional Coverage** sections.

#### Renew with no Changes

- Auto Liability
- Auto Physical Damage
- General Liability

#### Renew with changes as shown on application

- Auto Liability
- Auto Physical Damage
- General Liability

### Signature

The questions in this application seek information from applicant that may be used by the Pool in processing the application and in assessing coverage needs of the applicant. The questions posed, or any wording of the application, should not and may not be relied upon by applicant as implying that coverage exists for any particular claim or class of claims. The only coverage available is described in the Coverage Document, including Declarations and any endorsements, issued to a covered political subdivision.

Signature of County Judge (or Presiding official of the political subdivision)

Date

1-14-13

**Auto Liability**

**Current Coverage Information:**

**Deductible:** \$1,000

**Included coverage:**

Personal Injury Protection: \$5,000 limit per person

**You have the following optional coverages:**

Uninsured Motorist / Underinsured Motorist (UM/UM)

If you wish to make changes to your Auto Liability coverage please select from the options below:

**Optional coverage:**

**Uninsured / Underinsured Motorist Coverage:**     Accept     Reject     Request increase (specify limits)

Standard Limits provided are:

Bodily Injury: \$30,000 / per person	Bodily Injury \$_____ per person
\$60,000 / per occurrence	\$_____ per occurrence
Property Damage: \$25,000 / per occurrence	Property Damage \$_____ per occurrence

Please return your Vehicle Schedule and Driver Schedule (review and make any necessary changes)

**Auto Physical Damage**

**Current Coverage Information:**

**Collision Deductible:** \$1,000    **Comprehensive Deductible:** \$1,000

Please return your Vehicle Schedule (review and make any necessary changes)

General Liability

**Current Coverage Information:**

**Deductible:** \$5,000

**You have the following optional coverages:**

None

---

If you wish to make changes to your General Liability coverage please select from the options below:

**Optional coverage:**

**Hospital premises:**  Accept  Reject

**Airport premises:**  Accept  Reject

**Law Enforcement Watercraft:** please provide description, attach additional sheet if necessary:

Year/Make/ Model: \_\_\_\_\_ Registration #: \_\_\_\_\_ Length: \_\_\_\_\_

Passenger/Crew Max Capacity: \_\_\_\_\_ Use: \_\_\_\_\_

# 28

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# Texas Commission on Jail Standards

Navarro County Jail

Corisicana, Texas

January 9-10, 2013

Date(s) of Inspection

**SUBJECT: INSPECTION REPORT**

State Law requires periodic inspections of county jail facilities (VTCA, Local Government Code, Chapter 351, VTCA, Government Code, Chapter 511; Chapter 297.8, Texas Commission on Jail Standards).

The facility was inspected on the date(s) indicated above, and it was determined that deficiencies exist. You are urged: (1) to give these areas of noncompliance your serious and immediate consideration; and (2) to promptly initiate and complete appropriate corrective measures. The Commission is available to discuss or assist you with the appropriate corrective measures required.

Failure to initiate and complete corrective measures following receipt of the Notice of Noncompliance may result in the issuance of a Remedial Order (Chapter 297.8, et seq.).

This facility was inspected on the date(s) indicated above. There were no deficiencies noted and upon review of this report by the Executive Director of the Texas Commission on Jail Standards, a certificate of Compliance may be issued per the requirements of VTCA, Chapter 511 and Texas Minimum Jail Standards.

Authenticated:

Inter-Office Use Only

  
Fred St. Amant, TCJS Inspector

Received by: _____	Date _____
Reviewed by: _____	Date _____

cc: Judge  
Sheriff

Individuals and/or entities regulated by the Texas Commission on Jail Standards shall direct all complaints regarding the commission procedures and functions to the Executive Director at: P.O. Box 12985 Austin, Texas 78711 (512) 463-5505 Fax (512) 463-3185 or at our agency website at [www.tcjs.state.tx.us](http://www.tcjs.state.tx.us).

TEXAS COMMISSION ON JAIL STANDARDS - INSPECTION REQUIREMENTS REVIEW

  
 Fred St. Amant, TCJS Inspector

Facility Name: Navarro County Jail

Date: January 9-10, 2013

Chapter	Title	Comments
259	New Construction	Conducted a walk through inspection of the facility. Technical assistance provided. Ensure to follow up with the Commercial Roofing Inc. in regards to the leaks in the roof that are effecting the secure perimeter of the jail. The new roof was put in place one year ago. The roof began leaking the morning of the inspection due to the torrential rainfall in the area. All inmates housed in areas where leaks were discovered (Cells 88 and 75) were moved to unefected portions of the jail in accordance with their classification. Issue was addressed on-site.
261	Existing Construction	Not applicable.
263	Life Safety	Inspected life safety equipment and conducted and observed emergency drill. Reviewed documentation. Conducted staff interviews.
265	Admission	Reviewed a random sample of 18 inmate files. Interviewed staff. Reviewed policy.
267	Release	Reviewed a random sample of 4 inmate files. Interviewed staff.
269	Records/Procedures	Reviewed policy and documentation. Interviewed staff and reviewed ADA compliance evaluation.
271	Classification	Reviewed a random selection of 16 inmate files. Reviewed staff training records. Reviewed internal classification audits. Reviewed policy. Interviewed staff.
273	Health Services	Reviewed a random selection of 16 files. Interviewed staff and inmates. Reviewed training records. Reviewed policy.
275	Supervision	Reviewed all 67 officer TCLEOSE license certification records. Reviewed officer documentation. Interviewed staff.
277	Personal Hygiene	Conducted a facility walk through. Reviewed facility schedule.
279	Sanitation	Conducted a facility walk through. Interviewed staff and inmates. Reviewed policy.
281	Food Service	Conducted walk through inspection in kitchen area. Interviewed staff. Reviewed documentation.
283.1	Discipline	Reviewed 15 disciplinary hearing records. Interviewed staff and inmates. Reviewed policy. Reviewed inmate rules.
283.3	Grievance	Reviewed 15 inmate grievance/complaints. Reviewed policy. Interviewed staff and inmates.
285	Exercise	Walk through of exercise area conducted. Reviewed documentation. Interviewed staff and inmates.
287	Education/Library	Reviewed policy and schedule. Interviewed staff and inmates.
289	Work Assignments	Reviewed policy and schedule. Interviewed staff and inmates.
291.1	Telephone	Reviewed policy and schedule. Interviewed staff and inmates.
291.2	Correspondence	Reviewed policy and schedule. Interviewed staff and inmates.
291.3	Commissary	Reviewed policy and schedule. Interviewed staff and inmates.
291.4	Visitation	Reviewed policy and schedule. Interviewed staff and inmates.
291.5	Religious Practices	Reviewed policy and schedule. Interviewed staff and inmates.
xxx	Variances	Not applicable.
xxx	Remedial Orders	Not applicable.
xxx	Complaints	Not applicable.
xxx	CCQ	CCQ standards are being met by the facility as required by TLETS. Technical assistance provided. The Inspector observed that the facility was not informing the magistrate as required by the CCP 16.22 when the inmate is an exact match or a confirmed possible match through the CCQ system. The administration will now notify the magistrate when this situation occurs. Although the facility failed to notify the magistrate, the inmates in question were examined by mental health professionals and their care was not neglected. Issue corrected on-site.

**TEXAS COMMISSION ON JAIL STANDARDS  
ANNUAL JAIL REPORT**

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County: <u>Navarro</u>		
Sheriff: <u>Elmer Tanner</u>	Judge: <u>H. M. Davenport</u>	
email: _____	email: <u>hdavenport@navarrocounty.org</u>	
Jail Administrator: <u>Tommy Nichols</u>	Inspector: <u>Fred St. Amant</u>	
email: <u>tnicholsnavarrocountyjail@gmail.com</u>		

Last Inspection November 29-30, 2011 Compliant Yes Inspection Date(s) January 9-10, 2013  
 Remedial Order N/A Effect: \_\_\_\_\_

**Reportable Incidents** (Previous 12 month History)

Fires	<u>0</u>	Escapes	<u>1</u>
Deaths	<u>0</u>	Walkaway	<u>1</u>
Suicides	<u>0</u>	Secured	<u>0</u>

**Contract Inmates Housed**

_____
_____
_____
_____
_____
_____

Date Plans Approved October 9, 2006

**1. Facility Name** Navarro County Jail  
 Address 312 W. 2nd Ave., Corsicana, Texas Zip Code 75110  
 Phone # (903) 654-3012 Fax # (903) 654-3021  
 Built 1988 Renovated N/A Addition N/A  
 Type Max Number of Variances 0

Drill Time 1 min  
 Facility Capacity 290  
 Average Daily Population 186  
 Housing Total this Date 159  
 Holding Total this Date 4

**2. Facility Name** \_\_\_\_\_  
 Address \_\_\_\_\_ Zip Code \_\_\_\_\_  
 Phone # \_\_\_\_\_ Fax # \_\_\_\_\_  
 Built \_\_\_\_\_ Renovated \_\_\_\_\_ Addition \_\_\_\_\_  
 Type \_\_\_\_\_ Number of Variances \_\_\_\_\_

Drill Time \_\_\_\_\_  
 Facility Capacity \_\_\_\_\_  
 Average Daily Population \_\_\_\_\_  
 Housing Total this Date \_\_\_\_\_  
 Holding Total this Date \_\_\_\_\_

**3. Facility Name** \_\_\_\_\_  
 Address \_\_\_\_\_ Zip Code \_\_\_\_\_  
 Phone # \_\_\_\_\_ Fax # \_\_\_\_\_  
 Built \_\_\_\_\_ Renovated \_\_\_\_\_ Addition \_\_\_\_\_  
 Type \_\_\_\_\_ Number of Variances \_\_\_\_\_

Drill Time \_\_\_\_\_  
 Facility Capacity \_\_\_\_\_  
 Average Daily Population \_\_\_\_\_  
 Housing Total this Date \_\_\_\_\_  
 Holding Total this Date \_\_\_\_\_

<p><b>Housing Capacity</b> <u>290</u></p> <table style="width:100%;"> <tr> <th>Cells</th><th>Capacity</th></tr> <tr> <td>Sep Cells</td><td><u>24</u></td> </tr> <tr> <td>Single Cells</td><td><u>38</u></td> </tr> <tr> <td>M.O. Cells</td><td><u>124</u></td> </tr> <tr> <td>Dorms</td><td><u>104</u></td> </tr> <tr> <td>Neg Press Cells</td><td><u>1</u></td> </tr> <tr> <td>Medical Cells</td><td><u>2</u></td> </tr> </table> <p><small>Notes: The neg. pressure cell and the two medical cells count toward separation cell count.</small></p>	Cells	Capacity	Sep Cells	<u>24</u>	Single Cells	<u>38</u>	M.O. Cells	<u>124</u>	Dorms	<u>104</u>	Neg Press Cells	<u>1</u>	Medical Cells	<u>2</u>	<p><b>Holding Capacity</b> <u>17</u></p> <table style="width:100%;"> <tr> <th>Cells</th><th>Capacity</th></tr> <tr> <td>Holding Cells</td><td><u>2</u></td> </tr> <tr> <td>Detoxification Cells</td><td><u>1</u></td> </tr> <tr> <td>Violent Cells</td><td><u>1</u></td> </tr> </table> <p><b>Construction Security Level</b></p> <table style="width:100%;"> <tr> <td>Minimum Capacity</td><td><u>0</u></td> </tr> <tr> <td>Medium Capacity</td><td><u>0</u></td> </tr> <tr> <td>Maximum Capacity</td><td><u>290</u></td> </tr> </table>	Cells	Capacity	Holding Cells	<u>2</u>	Detoxification Cells	<u>1</u>	Violent Cells	<u>1</u>	Minimum Capacity	<u>0</u>	Medium Capacity	<u>0</u>	Maximum Capacity	<u>290</u>	<p><b>Females</b> <u>28</u> (Female Population Today)</p> <table style="width:100%;"> <tr> <td># of Cells</td><td><u>4</u></td> </tr> <tr> <td># of Bunks</td><td><u>40</u></td> </tr> </table> <p><b>Contract Inmates</b>              100 + Capacity (30% + Non - TX)  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	# of Cells	<u>4</u>	# of Bunks	<u>40</u>
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Population: Housing 159 Hold/Detox/Violent 4 Total System Population 163  
(During Inspection)  
 Total Inspection Time 14 hours Total Average Daily Population 186.00

Elmer Tanner  
 Sheriff  
[Signature]  
 Jail Administrator

Interview with Court Representative  Yes  No  
[Signature]  
 Commissioners Court Representative

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NCSO RESERVES

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1/11/2013

Last Name	First Name	Middle Initial	Field3	Field4	Field5
Gorzynski	Norman	L.	7/21/1946	4078361	W/M
Foreman	Susan	B.	7/12/1954	6422207	W/F
Patterson	Gary	S.	5/11/1953	6349283	W/M
Moehring	Robert	E.	1/29/1953	14149044	W/M
Cunningham	Tammi	L.	5/17/1973	2386265	W/F
Lawhon	Thomas	C.	5/22/1980	17072560	W/M
McCaig	Larry	L.	8/13/1945	4076576	W/M
Lawhon	Tommy (Lamoi	L.	4/23/1955	7371058	W/M
Palos	Joe "Lewis"	L.	12/6/1947	26536125	H/M
Rachel	Bobby	J	10/1/1966	10344734	W/M
Teetz,	Terry "Todd"		1/26/1982	3296221	W/M
Garrett	Devin		12/24/1978	11396426	W/M
Warren	Larry		3/30/1967	1421793	W/M

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