

NAVARRO COUNTY COMMISSIONER'S COURT

A Special meeting of the Navarro County Commissioner's Court was held on Monday, the 28<sup>th</sup> day of October, 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, Dick Martin, David Warren, 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 Grant
3. Pledge of Allegiance
4. Public Comments- Bruce Howard introduced President of Navarro College

**TO WIT PG 1119**

**Consent Agenda**

Motion to approve consent agenda items 5-6 by Comm. Martin sec by Comm. Olsen  
All voted aye motion carried

5. Motion to approve minutes from the previous meetings of October 15th, 2013
6. Motion to approve and pay bills as submitted by the County Auditor

**Regular Agenda**

7. No action taken on Burn Ban - remains off
8. Motion to approve Cellular Phone Allowance Authorization for IT of \$85.00  
by Comm. Grant sec by Judge Davenport  
All voted aye motion carried **TO WIT PG 1119A**
9. Motion to approve cellular phone allowance authorization of \$50.00 for Planning  
and Development Department by Comm. Martin sec by Comm. Warren  
All voted aye motion carried **TO WIT PG 1119B**
10. Motion to approve County Holidays for the year 2014 by Comm. Olsen sec by  
Comm. Grant **TO WIT PG 1120**  
All voted aye motion carried

11. Motion to approve participating with the City of Corsicana in developing a master plan for the Business Park by Comm. Martin sec by Comm. Grant  
All voted aye motion carried **TO WIT PG 1121-1122**
  12. Motion to approve county auditor to sign Pattillo, Brown, & Hill engagement letter for 2013 audit by Comm. Olsen sec by Comm. Grant  
All voted aye motion carried **TO WIT PG 1123-1131**
  13. Motion to approve License Conversion Summary between North Texas HIDTA and IBM Corporation by Comm. Martin sec by Comm. Olsen  
All voted aye motion carried **TO WIT PG 1132-1134**
  14. Motion to approve West Order Form-Clear Services between North Texas HIDTA and Thomson Reuters by Comm. Olsen sec by Comm. Grant  
All voted aye motion carried **TO WIT PG 1135-1141**
  15. Motion to approve Interlocal Agreement between City of Corsicana and Navarro County, Housing for City Prisoners, Library Services and Animal Shelter to be paid on an annual bases by Comm. Martin sec by Comm. Grant  
All voted aye motion carried **TO WIT PG 1142-1148**
  16. Motion to approve of Interlocal Agreement between City of Corsicana and Navarro County for EMS Services to County Residents by Comm. Olsen sec by Grant  
All voted aye motion carried **TO WIT PG 1149-1151**
  17. Motion to approve of Interlocal Agreement between the City of Corsicana and Navarro County for Fire and Fire Investigation Services by Comm. Martin sec by Comm. Olsen  
All voted aye motion carried **TO WIT PG 1152-1154**
  18. Motion to approve of Interlocal Agreement between the City of Corsicana and Navarro County for Economic Development Services by Comm. Grant sec by Comm. Martin  
All voted aye motion carried **TO WIT PG 1155-1157**
  19. Motion to go into Executive Session pursuant to the Texas Government Section 551.074 to discuss Personnel by Comm. Olsen sec by Comm. Warren  
All voted aye motion carried
- Motion to come out of Executive Session by Comm. Warren sec by Comm. Olsen  
All voted aye motion carried

20. No action taken on Executive Session pursuant to the Texas Government Code Section 551.074 to discuss Personnel
21. Motion to adjourn by Comm. Martin sec by Comm. Warren  
All voted aye motion carried

I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR OCTOBER 28<sup>th</sup>, 2013.

SIGNED \_\_\_\_\_ 28<sup>th</sup> \_\_\_\_\_ DAY OF OCTOBER 2013.

  
SHERRY DOWD, COUNTY CLERK



# 4

1119

NAVARRO COUNTY COMMISSIONERS COURT

PUBLIC COMMENTS PARTICIPATION FORM

**PRINT NAME AND SUBJECT**

Date 10/28/13 10-28-13

NAME	SUBJECT
1. <u>Bruce Howard</u>	<u>INTroduce Pres of College</u>
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____

#8

To Be replaced when IT Dept. brings completed form

CELLULAR PHONE ALLOWANCE AUTHORIZATION

NAME: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_

JOB TITLE: \_\_\_\_\_

JUSTIFICATION FOR ALLOWANCE:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE APPROVED/DECLINED IN COURT: 10/28/13

EFFECTIVE DATE: \_\_\_\_\_

AMOUNT: 100.00

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: \_\_\_\_\_ DATE: \_\_\_\_\_

DEPARTMENT HEAD: \_\_\_\_\_ DATE: \_\_\_\_\_

#9

1119 B

CELLULAR PHONE ALLOWANCE AUTHORIZATION

NAME: Scott Wiley

DEPARTMENT: PD

JOB TITLE: Designated Representative / Environmental Code Compliance

JUSTIFICATION FOR ALLOWANCE:  
calls from septic installers  
calls for trash dumping

DATE APPROVED/DECLINED IN COURT: 10/28/13

EFFECTIVE DATE: 10-16-2013

AMOUNT: \$50/month

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: Scott Wiley DATE: 10-16-13  
DEPARTMENT HEAD: Philp Secy DATE: 10-16-13

#10

1120

HOLIDAYS 2014

NEW YEARS	DECEMBER 31 JANUARY 1	TUESDAY WEDNESDAY
MARTIN L. KING, JR.	JANUARY 20	MONDAY
PRESIDENT'S DAY	FEBUARY 17	MONDAY
GOOD FRIDAY	APRIL 18	FRIDAY
MEMORIAL DAY	MAY 26	MONDAY
INDEPENDENCE DAY	JULY 4	FRIDAY
LABOR DAY	SEPTEMBER 1	MONDAY
COLUMBUS DAY	OCTOBER 13	MONDAY
VETERANS DAY	NOVEMBER 11	TUESDAY
THANKSGIVING DAY	NOVEMBER 27 & 28	THURSDAY FRIDAY
CHRISTMAS	DECEMBER 24 & 25	WEDNESDAY THURSDAY

#11



**Exhibit A – Description of Engineers Services**

It is assumed for purposes of this proposal that base files shall be prepared by the Owner and will be provided to ADAMS in electronic format. Although some of the tasks below may not be required, our proposal for each of the anticipated work tasks which may be required is listed below and presented in the following:

**PHASE I:**

1. **Site Investigation Reports.** ADAMS shall prepare a Site Investigation Reports for the 189 ac tract for use in preparing budgets and schedules necessary for obtaining full entitlements needed for the proposed business park, which may include meeting with governing entities to determine the extent of any on-site and off-site improvement requirements. This item includes a comprehensive report with our recommendations and opinions concerning development plans for the tract to be delivered to Owner summarizing the information below:
  - Jurisdictional Authorities – City/County, State, UPRR, etc.
  - Jurisdictional Requirements – we will review the list of applicable ordinances including: zoning, platting, site planning, building codes, landscaping, signage, etc. and make note of requirements that could impact the sites’ development and costs
  - Jurisdictional Authority’s Future Land Use Plans – review and evaluate the impact of future roadways, public service sites, etc., affecting the subject property
  - Conduct a railroad spur feasibility study
  - Research of public utilities
  - Research of private utilities – gas, electric, telephone, cable
  - Evaluation of the impact of utility easements as provided by Owner that affect the property;
  - Development issues affecting the site to include identification of unusual onsite or adjacent features such as cemeteries and historic properties, that may have significant impact on development plans
  - Drainage / Flood Study requirements – including preliminary identification of wetlands and watershed impacts (FEMA designated floodplains, etc.)
  - Development requirements including an infrastructure plan with identification of utilities presently on the property and opinion of utilities necessary for the development including electricity, water, sanitary sewer, communications, natural gas and waste removal
  
2. **Concept/Master Plan.** ADAMS shall prepare a conceptual land use plan of the 189 ac tract, illustrating primary access points, roadway alignment, rail spur alignment, lot subdivision and general utility layout, based on uses as defined by the client. Deliverables include one Marketing Exhibit, (1) 24x36 color print of the conceptual land plan and a land-use breakdown chart. Revisions and/or alterations beyond the one (1) plan provided shall be considered additional services and subject to additional fees. ADAMS can attend any meetings and provide coordination as requested by the client, however, this service shall be considered additional services and subject to the hourly rates in the attached fee schedule.
  
3. **Opinion of Estimated Cost.** ADAMS shall prepare an Opinion of Estimated Construction Cost, based upon the approved conceptual land use plan by owner, for review and use by the owner.

We propose to provide the services defined herein for the following fees provided the site, buildings and parking layout, as shown on the owner provided site plan are not revised. If changes are required due to site plan changes provided by the owner, this may be considered additional services and subject to additional fees.

**SCHEDULE AND ESTIMATE OF FEES**

**Phase I**

<b>Task 1</b>	<b>- Site Investigation Report</b>	<b>\$2,700.00</b>
<b>Task 2</b>	<b>- Concept/Master Plan/Marketing Exhibit</b>	<b>\$3,200.00</b>
<b>Task 3</b>	<b>- Opinion of Estimated Cost</b>	<b>\$1,300.00</b>
<b>Total Phase I</b>		<b>\$7,200.00</b>





**Exhibit A – Description of Engineers Services**

It is assumed for purposes of this proposal that base files shall be prepared by the Owner and will be provided to ADAMS in electronic format. Although some of the tasks below may not be required, our proposal for each of the anticipated work tasks which may be required is listed below and presented in the following:

**PHASE I:**

1. **Site Investigation Reports.** ADAMS shall prepare a Site Investigation Reports for the 161 ac tract for use in preparing budgets and schedules necessary for obtaining full entitlements needed for the proposed business park, which may include meeting with governing entities to determine the extent of any on-site and off-site improvement requirements. This item includes a comprehensive report with our recommendations and opinions concerning development plans for the tract to be delivered to Owner summarizing the information below:
  - Jurisdictional Authorities – City/County, State, UPRR, etc.
  - Jurisdictional Requirements – we will review the list of applicable ordinances including: zoning, platting, site planning, building codes, landscaping, signage, etc. and make note of requirements that could impact the sites’ development and costs
  - Jurisdictional Authority’s Future Land Use Plans – review and evaluate the impact of future roadways, public service sites, etc., affecting the subject property
  - Conduct a railroad spur feasibility study
  - Research of public utilities
  - Research of private utilities – gas, electric, telephone, cable
  - Evaluation of the impact of utility easements as provided by Owner that affect the property;
  - Development issues affecting the site to include identification of unusual onsite or adjacent features such as cemeteries and historic properties, that may have significant impact on development plans
  - Drainage / Flood Study requirements – including preliminary identification of wetlands and watershed impacts (FEMA designated floodplains, etc.)
  - Development requirements including an infrastructure plan with identification of utilities presently on the property and opinion of utilities necessary for the development including electricity, water, sanitary sewer, communications, natural gas and waste removal
  
2. **Concept/Master Plan.** ADAMS shall prepare a conceptual land use plan of the 161 ac tract, illustrating primary access points, roadway alignment, rail spur alignment, lot subdivision and general utility layout, based on uses as defined by the client. Deliverables include one Marketing Exhibit, (1) 24x36 color print of the conceptual land plan and a land-use breakdown chart. Revisions and/or alterations beyond the one (1) plan provided shall be considered additional services and subject to additional fees. ADAMS can attend any meetings and provide coordination as requested by the client, however, this service shall be considered additional services and subject to the hourly rates in the attached fee schedule.
  
3. **Opinion of Estimated Cost.** ADAMS shall prepare an Opinion of Estimated Construction Cost, based upon the approved conceptual land use plan by owner, for review and use by the owner.

We propose to provide the services defined herein for the following fees provided the site, buildings and parking layout, as shown on the owner provided site plan are not revised. If changes are required due to site plan changes provided by the owner, this may be considered additional services and subject to additional fees.

**SCHEDULE AND ESTIMATE OF FEES**

**Phase I**

<b>Task 1</b>	<b>- Site Investigation Report</b>	<b>\$2,800.00</b>
<b>Task 2</b>	<b>- Concept/Master Plan/Marketing Exhibit</b>	<b>\$3,200.00</b>
<b>Task 3</b>	<b>- Opinion of Estimated Cost</b>	<b>\$1,200.00</b>
	<b>Total Phase I</b>	<b>\$7,200.00</b>

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1123



**PATTILLO, BROWN & HILL, L.L.P.**  
CERTIFIED PUBLIC ACCOUNTANTS ■ BUSINESS CONSULTANTS

October 21, 2013

RECEIVED

OCT 22 2013

NAVARRO COUNTY  
AUDITOR'S OFFICE

Navarro County, Texas  
Attention: Kathy Hollomon  
300 W. Third Avenue, Suite 10  
Corsicana, Texas 75110-4672

To Commissioners' Court and County Auditor:

We are pleased to confirm our understanding of the services we are to provide Navarro County, Texas for the year ended September 30, 2013. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Navarro County, Texas as of and for the year ended September 30, 2013. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Navarro County, Texas' basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Navarro County, Texas' RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.

We have also been engaged to report on supplementary information other than RSI that accompanies Navarro County, Texas' financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- 1) Schedule of expenditures of federal awards.
- 2) Combining and individual non-major fund financial statements and schedules.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Introductory section.
- 2) Statistical section.

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (2) the scope of testing internal control over compliance for major programs and major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance, and

(3) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance and OMB Circular A-133 in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

### **Management Responsibilities**

Management is responsible for the basic financial statements, schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. You agree to assume all management responsibilities for any nonaudit services we provide; oversee the services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review on February 2014.

You are responsible for preparation of the schedule of expenditures of federal awards in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) that you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon.

Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

**Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit.

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

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Navarro County, Texas' compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance*

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*Supplement* for the types of compliance requirements that could have a direct and material effect on each of Navarro County, Texas' major programs. The purpose of these procedures will be to express an opinion on Navarro County, Texas' compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

### **Engagement Administration, Fees, and Other**

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations and schedules we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Pattillo, Brown & Hill, L.L.P. and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Pattillo, Brown & Hill, L.L.P. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately January 27, 2014, and to issue our reports no later than March 2014. Paula Lowe is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$32,500. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our



invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

You have requested that we provide you with a copy of our most recent external peer review report and any subsequent reports received during the contract period. Accordingly, our 2010 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Navarro County, Texas and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,  
Patillo, Brown & Hill, L.L.P.

  
Paula Lowe, CPA

RESPONSE:

This letter correctly sets forth the understanding of Navarro County, Texas.

Management Signature: 

Title: County Auditor

Date: 10/28/2013

Governance Signature: 

Title: County Judge

Date: 10-28-13



## EUBANK & BETTS

A Professional Limited Liability Company

CERTIFIED PUBLIC ACCOUNTANTS

3820 I-55 North, Suite 100 (39211) P.O. Box 16090

Jackson, Mississippi 39236-6090

Telephone 601-987-4300 Fax 601-987-4314

E-mail: firm@eubankbetts.com

Website: www.eubankbetts.com

RECEIVED

OCT 22 2013

NAVARRO COUNTY  
AUDITOR'S OFFICE

### SYSTEM REVIEW REPORT

September 30, 2010

To the Partners

**Pattillo, Brown & Hill, L.L.P.**

and the AICPA National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of **Pattillo, Brown & Hill, L.L.P.** (the firm) applicable to non-SEC issuers in effect for the year ended May 31, 2010. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of **Pattillo, Brown & Hill, L.L.P.** applicable to non-SEC issuers in effect for the year ended May 31, 2010, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. **Pattillo, Brown & Hill, L.L.P.** has received a peer review rating of *pass*.

EUBANK & BETTS, PLLC

#13

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### License Conversion Summary

By execution of this agreement, International Business Machines Corporation ("IBM"), parent company of i2, and ("North Texas HIDTA") hereby agree to the following:

- Existing Program Entitlements.** Customer previously acquired i2 licenses from i2 or i2 reseller. The parties agree that Customer's current i2 license entitlements include the following licensed quantities:

**Table 1**

**Distributed Programs:**

S&S Number	Program Description	Quantity
E0DPCLL	IBM i2 Analyst's Notebook Concurrent User Annual SW Subscription & Support Renewal 12 Months	2

- Conversion to IBM Enhanced Value Based Pricing Model.** Customer agrees to relinquish its rights to all the i2 license entitlements as set forth in Table 1 above and IBM agrees to authorize Customer to use the IBM programs listed in Table 2 below up to the quantities as stated. Any payments outstanding from agreements between i2 and/or IBM and Customer remain payable.

**Table 2**

**Distributed Programs:**

S&S Number	Program Description	Quantity
D0PH8LL	IBM i2 Analyst's Notebook - Trade up	2

**License Terms:**

The use of the Distributed Programs listed in Table 2 will be governed by the terms of your IBM Passport Advantage. For purposes of this conversion, the money-back-guarantee, as set forth in the IPLA, does not apply.


**Software Subscription & Support Terms:**

Software Subscription & Support for Distributed Programs will be governed by the terms of the IPAA. For purposes of this conversion, Software Subscription & Support is included for the IBM Programs listed in Table 2 only for the coverage period the SPSS Products listed in Table 1 had as of the date of this Agreement's execution.

Both of us agree that this Agreement is the complete Agreement between us and replaces any prior oral and/or written communications between us concerning this subject matter. By signing below, both of us agree to this Agreement.

North Texas HIDTA

INTERNATIONAL BUSINESS MACHINES CORPORATION

  
 \_\_\_\_\_  
 Signature  
 H.M. Davenport  
 \_\_\_\_\_  
 Name  
 County Judge  
 \_\_\_\_\_  
 Title  
 10-28-13  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Name  
 \_\_\_\_\_  
 Title  
 \_\_\_\_\_  
 Date

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# International Business Machines Corporation

International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600



## IBM Software Quotation

Attn: Rick Milteer  
North Texas HIDTA  
8404 Esters Blvd Ste 100  
Contract HIDTA005\_12.1A  
IRVING TX 75063  
UNITED STATES

28-Aug-2013

Passport Advantage Agreement Number:  
IBM Customer Number: 9195422  
Relationship SVP Level:

Passport Advantage Site Number: 3463333  
Quotation SVP Level: GV

Dear Customer:

Thank you for your inquiry regarding IBM Software.

Any and all prices herein are suggested prices only and are subject to change at IBM's sole discretion. Products listed herein are subject to withdrawal or modification by IBM at any time at IBM's sole discretion. Final coverage dates for new license, Software Subscription and Support reinstatement, and Software Subscription and Support renewal part numbers will be based upon IBM's acceptance of the order, and as specified in the applicable agreements, irrespective of the dates which may appear in this quote.

This quotation is valid from 28-Aug-2013 and will expire on 31-Oct-2013.

Your order will be governed by and is subject to the terms of your Passport Advantage Agreement or the Passport Advantage Express Agreement, as applicable, against which this transaction will be placed.

If you need assistance with placing your order or wish to discuss your quotation, please contact the IBM Representative noted below.

Yours sincerely,

AUSTIN J. ACKERMANN  
Phone Number: 1-972-906-3527  
Fax Number:  
E-mail Address: [ajackerm@us.ibm.com](mailto:ajackerm@us.ibm.com)

# International Business Machines Corporation

International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600



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## Migration to Passport Advantage Quote

Quotation Number: 16227504  
 IBM Contact: AUSTIN J. ACKERMANN  
 Phone Number: 1-972-906-3527

Quote Effective Date: 28-Aug-2013  
 Quote Expiration Date: 31-Oct-2013

Passport Advantage Site Number: 3463333  
 Quotation SVP Level: GV

Customer:  
 Attn: Rick Milteer  
 North Texas HIDTA  
 8404 Esters Blvd Ste 100  
 Contract HIDTA005\_12.1A  
 IRVING TX 75063  
 UNITED STATES

Payer: 3463333  
 North Texas HIDTA  
 8404 Esters Blvd Ste 100  
 Contract HIDTA005\_12.1A  
 IRVING TX 75063  
 UNITED STATES

Item	Part Number	Quantity	Points	Unit SVP Price	Discounted Price	Extended Amount
<b>IBM i2 Analyst's Notebook Concurrent User Migration from Legacy i2 Acquisition Trade Up License + SW Subscription &amp; Support 12 Months</b>						
001	D0PH8LL	2	12.80	1,224.00	961.40	1,922.80
01-Dec-2013 - 30-Nov-2014						
Applicable tax will be recalculated at the time of order processing.						
<b>Total Points: 12.80</b>						<b>Subtotal in USD: 1,922.80</b>
<b>Total in USD: 1,922.80</b>						
Your order is governed by and subject to the terms of your Passport Advantage Agreement or the Passport Advantage Express Agreement, as applicable, against which this transaction will be placed.						

Useful/Important Web resources:

Passport Advantage information, customer secure site access, training, etc.: [ibm.com/software/passportadvantage](http://ibm.com/software/passportadvantage)  
 IBM's International Program License Agreement and product License Information documents: [ibm.com/software/sla](http://ibm.com/software/sla)  
 IBM Software Support Web site: [ibm.com/software/support](http://ibm.com/software/support)

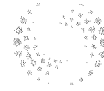
IBM Customer Number: 9195422

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#14

WEST ORDER FORM - CLEAR® SERVICES

610 Opperman Drive, P.O. Box 64833  
St. Paul, MN 55164-1803  
Tel: 651/687-8000



THOMSON REUTERS

**Check West account status below as applicable:** Rep Name & Number CLARISSA CARTER 30825

New  (NACI Form attached)

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

Does Subscriber have an existing West account?  
 Yes If yes, please provide West account number 1003940122  
 No

Acct # 1003940122 Quote # \_\_\_\_\_ PO # \_\_\_\_\_ Date OCT 22, 2013

Name/Subscriber NAVARRO COUNTY - NORTH TEXAS HIDTA Bill To Acct # \_\_\_\_\_

Order Confirmation Contact Name LT JOHN DENK

E-Mail JOHN.DENK@NTHIDTA.ORG

CLEAR Contact Name (for delivery of Registration Keys. Individual users will also receive their Registration Keys if their e-mail addresses are provided) \_\_\_\_\_

E-Mail DONHARRIS@NTHIDTA.ORG Telephone 972-915-9552

CLEAR Primary Account Contact Name (general business contact) DON HARRIS

E-Mail DONHARRIS@NTHIDTA.ORG Telephone 972-915-9552

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

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

Address \_\_\_\_\_ Suite/Floor \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ County \_\_\_\_\_ Zip \_\_\_\_\_

**CLEAR Fixed Rate**

\*\*\* R E Q U I R E D \*\*\*  
  
I F N E E D E D

Full Svc #	CLEAR Products	# of Users/Alerts/Seats at Subscriber's Location	Monthly Banded/ Base Rate	Per User Rate	Other	Total Monthly Charges
41010156	CLEAR W WEB ANALYTICS	15	\$1,463		-15%	\$1243.55
41343514	CLEAR ALERTS	25	\$10			\$10

Notes:

**Total Monthly Charges \$ 1,253.55**

Monthly charges ("Monthly Charges") are billed on the date West processes Subscriber's order and continue for a minimum of 12 complete calendar months ("Minimum Term"). If Subscriber elects a longer Minimum Term the Monthly Charges will be billed as set forth herein. In the event Subscriber is a corporation accessing CLEAR Services on its own behalf and on behalf of any government agency or entity, Subscriber must execute and submit to West separate agreements for each use case and be credentialed separately for each use case. Any additional users added to any existing Per User product licensed by Subscriber shall be tied to the Minimum Term of the underlying Order Form for such product(s).

*NIA*  **Subscriber's Initials for 24 Month CLEAR Minimum Term** Subscriber agrees to commit to a Minimum Term of 24 months and the Monthly Charges for the second 12 months not to increase by more than \_\_\_\_\_ % over the Monthly Charges for the initial 12 months.

**Subscriber's Initials for 36 Month CLEAR Minimum Term** Subscriber agrees to commit to a Minimum Term of 36 months and the Monthly Charges for the second 12 months not to increase by more than \_\_\_\_\_ % over the Monthly Charges for the initial 12 months and Monthly Charges for the third 12 months not to increase by more than \_\_\_\_\_ % over the Monthly Charges for the second 12 months.

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

Government Subscribers Only. Upon conclusion of the Minimum Term, Monthly Charges are billed thereafter at up to then-current rates. Excluded Charges and Monthly Charges (after the Minimum Term) may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. After the Minimum Term, Subscriber's access to and use of CLEAR Services shall be governed by the Subscriber Agreement.

CLEAR Batch Transactional			
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Full Svc #	CLEAR Batch Products	# of Users	Other

Notes:

Access to CLEAR Batch shall begin on the date West processes Subscriber's Order and shall continue for a minimum of 12 complete calendar months thereafter ("Minimum Term"). Subscriber may elect a longer Minimum Term by his/her initials below. Monthly Charges for Subscriber's access to and use of CLEAR Batch shall begin when Subscriber first accesses CLEAR Batch and are subject to change as set forth in the Subscriber Agreement. During the Minimum Term and thereafter (including any Renewal Term) Monthly Charges for CLEAR Batch shall be billed at then-current Schedule A rates and are subject to change as set for the in the Subscriber Agreement.

Non-Government Subscribers Only. Upon conclusion of the Minimum Term, the Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods ("Renewal Term") unless either party gives written notice of cancellation to the other party at least 30 days in advance of any Renewal Term, including the first Renewal Term. During any Renewal Term, Subscriber's access to and use of CLEAR Services shall be governed by the Subscriber Agreement.

Government Subscribers Only. Upon conclusion of the Minimum Term, Subscriber's access to CLEAR Batch shall continue at up to then current rates until terminated by either party upon 30 days written notice to the other party.

WIP Subscriber's Initials for longer Minimum Term. Please check:  24 or  36 month Minimum Term.

Office Use Only
OF Instruct: Enter a discount of 100% - in the Condition Group 1 field on Additional Data A tab.

CLEAR Windows						
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Full Svc #	CLEAR Window Products	List	Other	Monthly Guarantee	# of Users	Monthly Window

Notes:

Monthly Charges are billed on the date West processes Subscriber's order and continue for 12 complete calendar months ("Minimum Term"). Subscriber may elect a longer Minimum Term by his/her initials below. Subscriber shall guarantee minimum Monthly Charges as set forth above ("Monthly Guarantee") regardless of Subscriber's actual usage. All CLEAR Charges shall be waived for Subscriber's actual usage in excess of the Monthly Guarantee through the window (the "Monthly Window") as set forth above. Subscriber shall pay all CLEAR Charges in excess of the Monthly Window as incurred, as well as all other applicable Monthly Charges. Monthly Charges may be modified as set forth in the Subscriber Agreement. Subscriber is responsible for all Excluded Charges as incurred. In the event Subscriber is a corporation accessing CLEAR Services on its own behalf and on behalf of any government agency or entity, Subscriber must execute and submit to West separate agreements for each use case and be credentialed separately for each use case. CLEAR Batch Window requests must be submitted at least five (5) business days prior to the end of a billing month in order to apply against the Monthly Guarantee or Monthly Window for such month.

WIP Subscriber's Initials for 24 Month CLEAR Minimum Term Subscriber agrees to commit to a Minimum Term of 24 months and the Monthly Guarantee for the second 12 months not to increase by more than    % over the Monthly Guarantee for the initial 12 months.

WIP Subscriber's Initials for 36 Month CLEAR Minimum Term Subscriber agrees to commit to a Minimum Term of 36 months and the Monthly Guarantee for the second 12 months not to increase by more than    % over the Monthly Guarantee for the initial 12 months and Monthly Guarantee for the third 12 months not to increase by more than    % over the Monthly Guarantee for the second 12 months.

Non-Government Subscribers Only. Upon conclusion of the Minimum Term, the Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods ("Renewal Term"), and the Monthly Guarantee for the Renewal Term(s) will increase 0% per year unless either party gives written notice of cancellation to the other party at least 30 days in advance of any Renewal Term, including the first Renewal Term. Additionally, West may at its discretion provide Subscriber with notice at least 60 days in advance of any Renewal Term of a Monthly Guarantee increase different from 0% after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. The Monthly Window shall remain unchanged. Excluded Charges may be modified as set forth in the Subscriber Agreement. Subscriber is responsible for all Excluded Charges as incurred. During any Renewal Term, Subscriber's access to and use of CLEAR Services shall be governed by the Subscriber Agreement.

Government Subscribers Only. Upon conclusion of the Minimum Term, the Monthly Charges will be billed thereafter at up to then-current rates, subject to the Monthly Guarantee. The Monthly Window shall remain unchanged. Excluded Charges and Monthly Guarantee (after the Minimum Term) may be modified as set forth in the Subscriber Agreement. Subscriber is responsible for all Excluded Charges as incurred. After the Minimum Term, Subscriber's access to and use of CLEAR Services shall be governed by the Subscriber Agreement.

	<b>Subscriber Certification Section</b>	
<b>Required for all accounts that interact with, manage or house inmates or detainees.</b>		

Subscriber Certifications must be completed for every order, including renewals.

Subscriber by his/her initials below certifies and acknowledges understanding and acceptance of the security limits of CLEAR and Subscriber's responsibility for controlling product, Internet and network access:

- N/A **Subscriber's Initials.** Functionality of CLEAR cannot and does not limit access to non-West Internet sites. It is the responsibility of Subscriber to control access to the Internet. By his/her initials, Subscriber acknowledges its understanding and acceptance of the security limits of CLEAR and Subscriber's responsibility for controlling Internet access.
- N/A **Subscriber's Initials.** Subscriber certifies that it shall be responsible for controlling network access to the Internet or internal Subscriber sites. Subscriber agrees to provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the CLEAR URL and West software. Subscriber must design, configure and implement its own security configuration.
- N/A **Subscriber's Initials.** Subscriber shall not use any Data, and shall not distribute any Data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the Subscriber Agreement.
- N/A **Subscriber's Initials.** CLEAR will be accessed by Subscriber employees only for administrative or internal business purposes. All such access use will fully comply with the following restrictions:
  - In no event shall anyone other than approved Subscriber employees be provided access to or control of any terminal with access to CLEAR or CLEAR data.
  - Terminals with CLEAR access, access credentials, and CLEAR data will be in secured locations that do not provide inmate/detainee access.
  - No access shall be outsourced or otherwise provided to third parties.
  - Subscriber shall be solely responsible for ensuring that no sensitive information is made available beyond its stated permissible use.

	<b>IP Address Section</b>	
<b>Only External IP Address(es) or Range(s) Must Be Provided</b>		

Valid External IP Addresses or IP Ranges belonging to your organization and meeting the following requirements must be provided for all CLEAR orders:

- IP Addresses assigned to jurisdictions outside the United States or West approved U.S. Territories are prohibited.
  - IP Addresses will not be accepted from the following ranges which are reserved by the Internet Assigned Numbers Authority for special use or private networks: 10.0.0.0 - 10.255.255.255, 127.0.0.0- 127.255.255.255, 172.16.0.0 - 172.31.255.255, 192.168.0.0 - 192.168.255.255, 169.254.0.0 - 169.254.255.255.
  - All IP addresses must be IPv4 addresses.
- Permissible IP Address(es) will be those provided below as well as any previously provided IP Address(es) for this Subscriber*

Subscriber's Internet Service Provider Name AT&T

Provide IP Address(es) or IP Address Range(s) below Additional page(s) may be attached if needed

Beginning IP Address 64.124.179.154 Ending IP Address 64.124.179.154

Beginning IP Address \_\_\_\_\_ Ending IP Address \_\_\_\_\_

CLEAR Subscribers may receive roaming access to CLEAR by default. Roaming access permits users outside Subscriber's designated IP Address/Range. West may, at its option, block roaming access.

Subscriber initials if Subscriber requests that roaming access be blocked.

If you do not know your company's external IP address(s), try the following:

1. Contact your network administration, firewall or security team
2. Contact your Internet Service Provider, ISP (i.e. Cable, DSL, Satellite, etc.)
3. Go to the following URL in your browser: <http://tools.whois.net/ourip> or <http://www.whatsmyip.com> to identify your external IP address (NOTE: If you have multiple IP addresses, this tool will only detect one IP address)

Technical Contact for CLEAR Products (if applicable) (Contact for IP Address Issues)

Name (please print) DON HARRIS

Telephone 972-915-9522

E-Mail DONHARRIS@NTHIDTA.ORG

REQUIRED

IF APPLICABLE



CLEAR Users, My Account Administrator and Authorized QuickView+ User

Table with columns: Last Name, First Name, E-mail Address, Phone Number, IN, AD, AN, SV, TC. Row 1: SEE ATTACHED SHEET, (11010840), CLEAR, (checkbox)

If there are additional CLEAR users additional page(s) must be submitted with the order

User Type Key: IN = Investigator, AD = Administrator, AN = Analyst, SV = Supervisor, TC = Technical

Subscriber shall authorize which user shall be named as the My Account Administrator. Access to My Account will allow CLEAR user management, general account information and granting access to other My Account users.

Authorized My Account Administrator for CLEAR

Last Name HARRIS First Name DON E-Mail DONHARRIS@NTHIDTA.ORG (Required)

Subscriber shall authorize which CLEAR users(s) shall have access to QuickView+. Actual charges billed by West may vary from charges reported on QuickView+. Subscriber shall pay charges as billed. West does not warrant and has no liability with respect to accuracy of charges or other information on QuickView+.

Authorized CLEAR Password Holder for CLEAR QuickView+

Last Name HARRIS First Name DON E-Mail DONHARRIS@NTHIDTA.ORG

CLEAR Renewals
Subscriber Certification Section must also be completed for all Subscribers that interact with, manage, or house inmates or detainees.
\*Current Monthly CLEAR Charges is/are rate(s) in effect as of the date of this Order Form and may not be the rate(s) in effect when rate(s) for the Renewal Term is/are calculated, depending on the length of the current Minimum Term or current Renewal Term.

Table with columns: Sub Matl #, CLEAR Products, Current Monthly Charges\*

Notes

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

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

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

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

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

Government Subscribers Only. Upon conclusion of the Renewal Term designated above, Monthly Charges are billed thereafter at up to then-current rates. Excluded Charges and Monthly Charges (after the Renewal Term) may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. After the Renewal Term, Subscriber's access to and use of CLEAR Services shall be governed by the Subscriber Agreement.

CLEAR Window Renewals
Subscriber Certification Section must also be completed for all Subscribers that interact with, manage, or house inmates or detainees.
\*Current Monthly Guarantee and the Monthly Window is/are rate(s) in effect as of the date of this Order Form and may not be the rate(s) in effect when rate(s) for the Renewal Term is/are calculated, depending on the length of the current Minimum Term or current Renewal Term.

Table with columns: Sub Matl #, CLEAR Products, Current Monthly Guarantee\*

Notes

12 Subscriber's Initials for 12 Month Renewal Term\*\* Subscriber agrees to commit to an additional 12 months and the Monthly Guarantee for the such additional 12 months shall be 0 % more than the current Monthly Guarantee in effect at the end of the current Minimum Term and/or current Renewal Terms.

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

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

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

**Non-Government Subscribers Only.** Upon conclusion of the Renewal Term designated above, the Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods, and the Monthly Guarantee for the Renewal Term(s) will remain unchanged unless either party gives written notice of cancellation to the other party at least 30 days in advance of any Renewal Term, including the first Renewal Term. Additionally, West may at its discretion provide Subscriber with notice at least 60 days in advance of any Renewal Term of an increase in the Monthly Guarantee after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. The Monthly Window shall remain unchanged during the Renewal Term(s). Excluded Charges may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. During any Renewal Term, Subscriber's access to and use of CLEAR Services shall be governed by the Subscriber Agreement.

**Government Subscribers Only.** Upon conclusion of the Renewal Term, the Monthly Charges will be billed thereafter at up to then-current rates, subject to the Monthly Guarantee. The Monthly Window shall remain unchanged. Excluded Charges and Monthly Guarantee (after the Renewal Term) may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. After the Renewal Term, Subscriber's access to and use of CLEAR Services shall be governed by the Subscriber Agreement.

**Passwords.** Any passwords issued herein may only be used by the person to whom the password is issued and sharing of passwords is STRICTLY PROHIBITED.

**General Provisions for Non-Government Subscribers Only.** This Order Form is subject to approval by West Publishing Corporation, ("West") in St. Paul, Minnesota shall become effective upon verification by West of Subscriber's credentials and is governed by Minnesota law. The state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising from or related to this agreement. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. Subscriber may be charged interest for overdue charges. If any charges remain unpaid 30 days after becoming due, all amounts that are or would become due and payable for the remaining term of Subscriber's Subscriber Agreement shall become immediately due and payable at the sole option of West. Interest charged may be adjusted to the then-highest current rate allowable on Minnesota contracts. This Order Form is non-transferable. All collection fees, including but not limited to attorneys fees, are payable by Subscriber. West may request a current financial statement and/or obtain consumer credit report on the undersigned individual to determine creditworthiness. West will only request consumer credit information on the undersigned if the undersigned is applying for credit as an individual or if the undersigned's consumer credit information is necessary for West to consider granting credit to the aforementioned company. If Subscriber inquires whether a credit report was requested, West will provide information of such, if a report was received and the name, address and telephone number of the agency that supplied the report.

**General Provisions for Government Subscribers Only.** This Order Form is subject to approval by West in St. Paul, Minnesota, and is governed by the laws of Subscriber's state. The courts sitting in Subscriber's state will have exclusive jurisdiction over any claim arising from or related to this Agreement. If Subscriber is a U.S. Federal Government subscriber, this Order Form is governed by the laws of the United States of America. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. This Order Form is non-transferable.

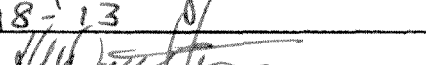
**Usage Cap for Fixed Rate Only.** In the event Subscriber's actual charges (at then-current Schedule A rates) exceed the then-current Monthly Charges by more than ten times in any month, West may, at its option, limit access to live gateways thereafter, request that the parties enter into good faith negotiations or, upon 10 days written notice to Subscriber, terminate the Subscriber Agreement.

**Returns.** CLEAR charges are non-refundable.

CLEAR Products to be Lapsed	
Full Svc #	CLEAR Products
41010940	CLEAR INVESTIGATOR

The Research Subscriber Agreement (located at <http://legalsolutions.com/research-subscriber-agreement>), the applicable Schedule A (located at <http://legalsolutions.com/schedule-a-clear>) is/are hereby incorporated by reference and made part of this Order Form. In the event there is a conflict between the terms and conditions of the Subscriber Agreement and Schedule A and the terms and conditions of this Order Form, the terms and conditions of this Order Form shall control. Subscriber by his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of the Subscriber Agreement and Schedule A and this Order Form.

**AUTHORIZED REPRESENTATIVE FOR ORDER FORM**

Printed Name X H. M. Davenport  
Title X County Judge  
Date X 10-28-13  
Signature X 

For Credit Card Transactions only:	Visa _____	Master Card _____	Am Ex _____
Card # _____	Expir. Date _____	Total Amt. to Charge _____	

CLEAR Users – Additional Users – Page 2

Account Name NAVARRO COUNTY - NORTH TEXAS HIDTA

Account Number 1003940122

Last Name	First Name, M.I.	Email Address	Phone Number	IN	AD	AN	SV	TC
DENK	JOHN	john.denk@nthidta.org	972-915-9522				X	
BRANDT	STEVEN	steven.brandt@nthidta.org	972-915-9508		X			
BARNES	DESHUNN	Deshunn.Barnes@nthidta.org	972-915-9688			X		
HARRIS	DON	don.harris@nthidta.org	972-915-9552		X			
CURTIS	MICHELLE	Michelle.Curtis@nthidta.org	972-915-9522	x				
MCLAIN	BEA	BEA.MCLAIN@nthidta.org	972-915-9522	x				
WOOLBRIGHT	ANGELINE	ANGELINE.WOOLBRIGHT@nthidta.org	972-915-9522	x				
YIN	JOSH	JOSH.YIN@nthidta.org	972-915-9522	x				
THOMPSON	GARY	GARY.THOMPSON@nthidta.org	972-915-9522	x				
THOMAS	PRISCILLA	PRISCILLA.THOMAS@nthidta.org	972-915-9522	x				
User Type Key			IN = Investigator AD = Administrator AN = Analyst	SV = Supervisor TC = Technical				

**CLEAR Users – Additional Users – Page 2**

Account Name NAVARRO COUNTY NORTH TEXAS HIDTA

Account Number 1003940122

Last Name	First Name, M.I.	Email Address	Phone Number	IN	AD	AN	SV	TC
WICK	KRISTINA	KRISTINA.WICK@NTHIDTA.ORG	972-915-9539	X				
BOYD CHEDRIC	BOYD CHEDRIC	CHEDRIC.BOYD@NTHIDTA.ORG	972-915-9582	X				
BUNTON TIFFANY	BUNTON TIFFANY	TIFFANY.BUNTON@NTHIDTA.ORG	972-915-9536	X				
ALMENDAREZ RICHARD	ALMENDAREZ RICHARD	RICHARD.ALMENDAREZ @NTHIDTA.ORG	972-915-9552	X				
MCCRARY CONNIE	MCCRARY CONNIE	CONNIE.MCCRARY@NTHIDTA.ORG	972-915-9557	X				
HARLESS BRIAN	HARLESS BRIAN	BRIAN.HARLESS@NTHIDTA.ORG	972-915-9556	X				
User Type Key			IN = Investigator AD = Administrator AN = Analyst	SV = Supervisor TC = Technical				

#15

1142

STATE OF TEXAS                   §  
   §  
COUNTY OF NAVARRO           §

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN THE CITY OF CORSICANA AND NAVARRO COUNTY**

THIS INTERLOCAL AGREEMENT is made and entered into by and between Navarro County, a political subdivision of the State of Texas, hereinafter referred to as the “**COUNTY**”, acting by and through its duly authorized County Judge, and the City of Corsicana, a home-rule municipal corporation, herein after referred to as the “**CITY**”, and acting by and through its duly authorized City Manager.

**WITNESSETH:**

**WHEREAS**, Chapter 791 of the Texas Government Code authorizes the formulation of interlocal cooperation agreements between and among municipalities and counties for the performance of governmental functions; and

**WHEREAS**, the City and County agree to participate in an interlocal agreement for the purpose of providing public library services and animal shelter services to County residents residing outside the official incorporated City limits, and

**WHEREAS**, the City and County further agree that the County will house City prisoners; and

**WHEREAS**, the City contends that it and the County entered into an agreement (“the Agreement”) in 1987 by which the City closed a street and conveyed it to the County in exchange for the County’s agreeing to perpetually house City prisoners without cost to the City; and

**WHEREAS**, the County now contends that it has the right to charge the City to house the City’s prisoners; and

**WHEREAS**, the City or County does not waive any rights or defenses of any prior agreements; and

**WHEREAS**, in order to avoid any disputes between the parties regarding the Agreement, the City and County agree to the terms and conditions outlined below; and

**WHEREAS**, County and City mutually desire to be subject to the provisions of Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act.

NOW, THEREFORE, County and City, for the mutual consideration hereinafter stated, agree and understand as follows:

**1.00 TERM**

The term of this agreement is for a period of one (1) year commencing on October 1, 2013, and ending on September 30, 2014.

**2.00 PURPOSE**

This Interlocal Agreement between the City of Corsicana and Navarro County agree to the following terms and conditions, and more fully described in the sections below:

- A. The City will provide library services to County residents <sup>For</sup> in the amount of \$30,000; and
- B. The City will provide animal shelter services to County residents <sup>For</sup> in the amount of \$30,000; and
- C. The County will pay to the City of Corsicana \$60,000; and
- D. The County will provide housing for City prisoners as previously agreed.

**3.00 LIBRARY SERVICES**

A. For the purposes and consideration herein stated and contemplated, City shall provide library services for the residents of the County residing outside the legal incorporated City limits upon presentation of proper proof by individual(s) of residence in the County. Such individual(s) shall be entitled issuance, at no cost for the first card, a library card to be used in connection with all said services provided by the Library. Further all individuals issued a library card will be subject to all Library policies and procedures established for the proper daily operation of the Library.

B. The Library shall diligently prepare and keep accurate and current records of its Library Board meetings, official actions, and expenditures, and shall permit inspection and copying of said records by authorized agents of the County.

C. The Library shall comply with the Texas Open Records Act and the Texas Open Meetings Act, provided the matters and records deemed confidential by law should not be compromised.

D. The Library shall provide, but not be limited to providing, the following services: professional reference, professional research assistance, professional reader's advisory, professional collection development and maintenance of 75,000+ items, community referral, proctoring of examinations, Interlibrary Loan, in-library and remote access to on-line data bases (including the TEXSHARE databases), public access computers for Internet and data-base

searching, topical displays, access to local history and genealogy information, study areas, programs and events for all age groups, videophone access for hearing-impaired, out-of library circulating collection.

#### **4.00 ANIMAL SHELTER SERVICES**

This City agrees to provide County with animal shelter services in the unincorporated areas of Navarro County, and City agrees to provide impoundment and quarantine facilities for animals pursuant to this Agreement for the benefit of County. Cost of medical, veterinary, and rabies testing of animals delivered to the shelter by county officials is not included in this agreement.

##### **4.01 Impoundment and Disposition of Animals**

- A. Any animal presented by an official of unincorporated Navarro County will be accepted by the City as part of the compensation agreed to in Section 6.00, COMPENSATION.
- B. Any owned animal presented by a resident of unincorporated Navarro County will be accepted by the City for a \$15 fee.
- C. Any stray animal presented by a resident of unincorporated Navarro County will be accepted by the City for a \$15 fee.
- D. Prior to the expiration of the 72-hour impoundment period, the City may euthanize an impounded animal if the Animal Services Manager of the City or the Animal Services' veterinarian recommends and approves such action.
- E. Impounded animals will be released to their owners upon:
  - (i) Proof of ownership;
  - (ii) Proof of identification;
  - (iii) Arranging for a rabies vaccination for the animal if it is a dog or a cat and its vaccination is not current.
- F. The ownership of impounded animals that have not been released to their owners on the expiration of the impoundment period reverts to the City, and the animals may be placed for adoption, transferred to other animal welfare agencies or euthanized, at the discretion of the City.
- G. All rabies quarantined animals from the County not reclaimed by their owner may be placed for adoption, transferred to other animal shelter welfare agencies or euthanized, at the discretion of the City after ten (10) days.

## **5.00 HOUSING OF CITY PRISONERS**

County agrees to house all City prisoners without cost to the City.

### **5.01 Definitions**

A. *City prisoner* means an individual who has been arrested by a City of Corsicana peace officer solely for a charge for which the Corsicana Municipal Court has jurisdiction. A person who is arrested by a City of Corsicana peace officer for a charge for which the Corsicana Municipal Court has jurisdiction, in addition to any other offense mentioned under State Prisoner in "B" below, will not be considered a City prisoner. Further, any individual arrested solely for any Class C misdemeanor, excluding those filed by a peace officer employed by the City of Corsicana, and filed in a Justice Court of Navarro County will not be considered a City prisoner.

B. *State prisoner* means an individual who has been arrested by a City of Corsicana police officer for a charge filed in Justice of the Peace Court or a charge which is classified as a Class A or Class B misdemeanor, or a felony offense.

### **5.02 Provision of Jail Space**

The Sheriff of Navarro County agrees to accept the custody of any City prisoner delivered to the Navarro County Jail by the City of Corsicana Police Department provided that the person meets the intake criteria as set forth by the rules, regulations and procedures then in effect for the Navarro County Jail as approved by the Texas Commission on Jail Standards and the Sheriff of Navarro County.

### **5.03 Liability for Expenses**

The County of Navarro is liable for all expenses incurred while providing the safekeeping of prisoners confined in the Navarro County Jail pursuant to this Agreement, except as otherwise provided in the Agreement.

### **5.04 Prisoner Booking and Document Maintenance**

A. City of Corsicana Police Officers shall comply with all booking procedures required at intake in the Navarro County Jail.

B. The Navarro County Jail will photograph and fingerprint City prisoners consistent with the procedures for other county jail inmates. Photographs and fingerprints will be maintained consistent with other county jail inmates. Copies of fingerprints and photographs shall be made available to the City of Corsicana Police Department upon request.

C. The City of Corsicana assumes responsibility for updating City prisoner records through the Texas Department of Public Safety Crime Records Service and Federal Bureau of Investigation consistent with State and Federal policies. The Navarro County



Sheriff assumes responsibility for reporting to State and Federal entities for State prisoners arrested by the City of Corsicana Police Department.

#### **5.05 Medical Attention**

A. If immediate medical attention is needed or requested by any individual while the individual is still in the custody of the City of Corsicana's arresting officer, the City of Corsicana is solely responsible for obtaining satisfactory medical attention for such individual prior to such individual being accepted by the Navarro County Jail.

B. The County of Navarro agrees to provide all City prisoners which have been booked into the Navarro County Jail the same level of medical treatment received by State prisoners for routine medical treatment in the Navarro County Jail Infirmery at no additional cost to the City of Corsicana. The City of Corsicana will be responsible for the medical service costs incurred by a City prisoner other than routine medical treatment as determined by the Health Services Plan of the Navarro County Jail.

#### **5.06 Release of Prisoners**

A. City prisoners may be released prior to serving their sentence, including any credits allowed by law, with the permission of the Municipal Court Judge, or by the Sheriff, or his designee, upon determination that a City prisoner has a major medical condition.

B. Any City prisoner not arraigned within 24 hours from booking may be released on bond by the Sheriff.

#### **5.07 Inspection of Books and Records**

A. The County of Navarro will maintain complete books and records of all City prisoners. Books and records may be inspected by the City of Corsicana at any time during regular business hours with advance notice.

B. On or before the ninetieth (90<sup>th</sup>) day after the end of the City of Corsicana's fiscal year, the County of Navarro will supply the City of Corsicana an annual statement of all applicable bookings received at the Navarro County Jail on behalf of the City of Corsicana during the preceding fiscal year. Such annual statements shall be prepared in such detail and on such forms as are determined to be mutually satisfactory to the County of Navarro and the City of Corsicana. The City of Corsicana, by written notice to the Navarro County Auditor's Office, may request other financial or statistical information from the County of Navarro from time to time.

#### **5.08 Legal Responsibility**

A. The City of Corsicana shall be responsible for all suits, claims, damages, losses, or expenses, including reasonable attorney's fees, arising out of the City of Corsicana's

performance or non-performance of the services and duties herein stated, but only in regard to transfer of prisoners by the City of Corsicana and duties herein assigned to the City of Corsicana and specifically excluding the actual incarceration of prisoners by the County of Navarro. The City of Corsicana retains full responsibility for each prisoner until that prisoner has been processed into the Navarro County Jail.

B. The County of Navarro shall be responsible for all suits, claims, damages, losses and expenses, including reasonable attorney’s fees, arising out of the County of Navarro’s performance or non-performance of the services and duties herein stated, but only in regard to the actual holding and incarceration of prisoners by the County of Navarro in the Navarro County Jail and specifically excluding the transfer of prisoners to and from the Navarro County Jail.

**6.00 COMPENSATION**

A. As fair compensation for the public library services and animal control services rendered by the City to the County from October 1, 2013 through September 30, 2014. The County agrees to promptly pay the \$60,000 no later than March 1, 2014.

B. Pursuant to the requirements of Section 791.011(d) (3) of the Texas Government Code, the amount due City above shall be paid from revenues available to County in fiscal year 2013 through 2014.

**7.00 TERMINATION**

It is further agreed by and between County and City that County and City shall each have the right to terminate this Agreement upon thirty (30) days’ written notice to the other party.

**8.00 ENTIRETY**

This Agreement contains all commitments and agreements of the parties hereto, and no other oral or written commitments shall have any force or effect if not contained herein.

**9.00 MODIFICATION**

This agreement may be modified by the mutual agreement of the parties, if the modification is in writing and signed by County and City.

**10.00 SEVERABILITY**

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, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

**11.00 AUTHORITY**

This Agreement is made for County and City as an Interlocal Agreement pursuant to VTCA, Government Code, Chapter 791.

**12.00 AUTHORIZATION**

The undersigned officer and/or agents of the parties hereto are properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

**13.00 FORCE MAJEURE**

It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God; inclement weather; governmental restrictions, regulations, or interference; fires; strikes; lockouts, national disasters; riots; materials or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

**14.00 PRIOR AGREEMENTS**

Nothing set forth in this Interlocal Agreement shall be construed as a waiver of any party's rights or defenses regarding the enforceability of any prior agreements made between the City of Corsicana and the County of Navarro and, if this Interlocal Agreement is terminated, both parties shall have all the rights and defenses they now possess regarding the enforcement of any prior agreements.

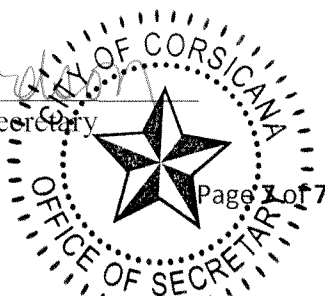
**EXECUTED** in triplicate this **3rd** day of **September, 2013**, in Corsicana, Navarro County, Texas.

CITY OF CORSICANA

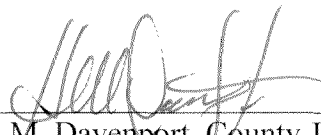
  
\_\_\_\_\_  
Connie Standridge, City Manager

ATTEST:

  
\_\_\_\_\_  
Virginia Richardson, City Secretary

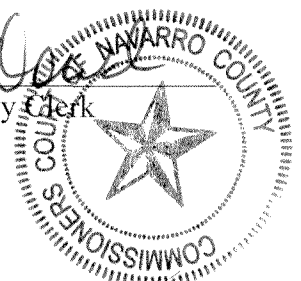


NAVARRO COUNTY

  
\_\_\_\_\_  
H. M. Davenport, County Judge  
10-28-10

ATTEST:

  
\_\_\_\_\_  
Sherry Dowd, County Clerk



#16

1149

STATE OF TEXAS §  
KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF NAVARRO §

**INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF NAVARRO AND THE CITY OF CORSICANA**

**PREAMBLE:**

The Parties of this Agreement (“Agreement”) are the County of Navarro (“the County”) and the City of Corsicana (“the City”), (collectively referred to as the “Parties”). The County and the City enter into this Agreement under the provisions of the Interlocal Cooperation Act, Texas Government Code Chapter 791. This Agreement is made for the purpose of efficient and effective use of resources and is in the best economical interests of the County and the City.

The County is a political subdivision of the State of Texas, located in Navarro County, Texas, who may be contacted c/o H. M. Davenport, Navarro County Judge, Navarro County Courthouse, 300 West 3<sup>rd</sup> Avenue, Corsicana, Navarro County, Texas 75110.

The City is a municipal entity which may be contacted c/o Mayor, Chuck McClanahan, at 200 North 12<sup>th</sup> Street, Corsicana, Navarro County, Texas 75110.

**WHEREAS**, the County and the City have identified certain common, legitimate public purposes in entering into this agreement; and

**WHEREAS**, the County and the City have historically enjoyed a mutually satisfactory and cooperative relationship that has benefited the citizens of Navarro County and the citizens of the City of Corsicana, and both parties intend future cooperation with each other; and

**WHEREAS**, the governing bodies of the County and the City have each met in legally convened open meetings and authorized their respective representatives to negotiate into this Agreement; and

**WHEREAS**, the County and City agree to cooperate in the provision of EMS services to County residents.

**NOW, THEREFORE:**

The County of Navarro and the City of Corsicana, acting by and through their designated and authorized representatives, hereby agree as follows:

1. Navarro County shall pay to the City during the 2014 fiscal year the sum of \$275,000 in equal quarterly installments of \$68,750 each.
2. The total scheduled payment of \$275,000 in 2014 for EMS service shall continue under this agreement regardless of the status of service.
3. To the extent allowed by law, the County and the City hold each other harmless from all damages, costs, expenses or liabilities of any kind arising under this Agreement or as a result of each entity's performance hereunder.

**GENERAL TERMS AND AGREEMENTS:**

- A. This Agreement shall be binding upon, and inure to the benefit of, the Parties to this Agreement and their respective legal representatives, successors, and assigns when permitted by this Agreement.
- B. This Agreement shall be constructed 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 and shall be subject to the original contract entered into by both parties dated October 28<sup>th</sup>, 2002.
- C. No amendment or modification of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement approved by the Parties' respective governing bodies, and duly executed by the Parties to this Agreement.

The undersigned City executes this Agreement on the 3<sup>rd</sup> day of September, 2013, and the County on the 28<sup>th</sup> day of October, 2013

NAVARRO COUNTY

By:

[Signature]  
H. M. Davenport, County Judge

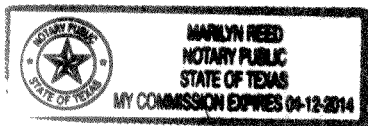
CITY OF CORSICANA, TEXAS

By:

[Signature]  
Chuck McClanahan, Mayor

STATE OF TEXAS §  
COUNTY OF NAVARRO §

This instrument was acknowledged before me on this 3<sup>rd</sup> day of September, 2013, by Chuck McClanahan, Mayor of the City of Corsicana, Texas.



[Signature]

Notary Public, State of Texas

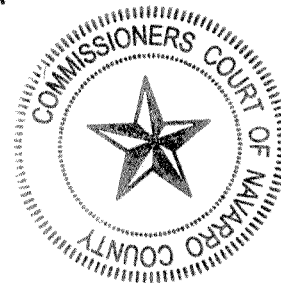
STATE OF TEXAS §  
COUNTY OF NAVARRO §

This instrument was acknowledged before me on this 28<sup>th</sup> day of October, 2013, by H. M. Davenport, Navarro County Judge.

[Signature]

Notary Public, State of Texas

Clerk of the Court



#17

1152

STATE OF TEXAS

§

COUNTY OF NAVARRO

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**INTERLOCAL AGREEMENT FOR  
FIRE AND FIRE INVESTIGATION SERVICES**

**THIS AGREEMENT** is made and entered into by and between the City of Corsicana, a home-rule municipal corporation situated in Navarro County, Texas, acting by and through its duly authorized City Manager (hereinafter referred to as "City"), and Navarro County, Texas, acting by and through its duly authorized County Judge (hereinafter referred to as "County").

**W I T N E S S E T H:**

**WHEREAS**, Chapter 791 of the Texas Government Code authorizes the formulation of interlocal cooperation agreements between and among municipalities and counties for the performance of governmental functions; and

**WHEREAS**, County wishes to participate in an interlocal agreement with City for the purpose of fire and fire investigation services for the unincorporated areas of Navarro County; and

**WHEREAS**, County and City mutually desire to be subject to the provisions of Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act.

**NOW, THEREFORE**, it is agreed as follows:

**1.  
PURPOSE**

The purpose of this Interlocal Agreement is to enter into an Agreement between City and County whereby, subject to the terms and conditions hereinafter set forth and consideration specified below, City agrees to provide County with fire and fire investigation services in the areas of Navarro County that are not in the Corsicana city limits, and City agrees to provide response to dispatched fire and fire investigations pursuant to this Agreement for the benefit of County.

**2.  
TERM**

The term of this Agreement is for a period of one (1) year commencing on October 1, 2013, and ending on September 30, 2014.

**3.**  
**COMPENSATION**

- A. As fair compensation for the services rendered by City to County from October 1, 2013 through September 30, 2014, County agrees to pay City \$250.00 per response to Navarro County Communications requests for its fire services, and \$50.00 per hour salary cost, plus expenses for mileage and supplies for response by Fire Marshal or Fire Investigator for fire investigation services requested by the Navarro County Sheriff's Office during the term of this Agreement. A fee of \$100 will be charged for a "disregard" call.
- B. If a hazmat unit is dispatched for an event on public property, County agrees to pay \$250.00 for the call. If a hazmat unit is dispatched for an event on private property, County agrees to pay cost, as documented by City in a detailed format that can be billed to the private entity by County.
- C. City will invoice County monthly and County agrees to promptly pay within 30 days of invoice date. Pursuant to the requirements of Section 791.011(d)(3) of the Texas Government Code, the amount due City above shall be paid from revenues available to County in fiscal year 2013-2014.

**4.**  
**TERMINATION**

It is further agreed by and between City and County that City and County shall each have the right to terminate this Agreement upon thirty (30) days' written notice to the other party.

**5.**  
**ENTIRETY**

This Agreement contains all commitments and agreements of the parties hereto, and no other oral or written commitments shall have any force or effect if not contained herein.

**6.**  
**MODIFICATION**

This Agreement may be modified by the mutual agreement of the parties, if the modification is in writing and signed by City and County.

**7.**  
**SEVERABILITY**

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, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be



construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

**8.**  
**AUTHORITY**

This Agreement is made for City and County as an Interlocal Agreement pursuant to VTCA, Government Code, Chapter 791.

**9.**  
**AUTHORIZATION**

The undersigned officer and/or agents of the parties hereto are properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

**10.**  
**FORCE MAJEURE**

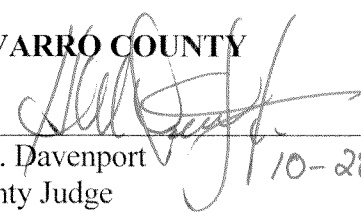
It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; fires; strikes; lockouts, national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

**EXECUTED** in triplicate this **3rd** day of **September, 2013**, in Corsicana, Navarro County, Texas.

**CITY OF CORSICANA**

  
\_\_\_\_\_  
Connie Standridge  
City Manager

**NAVARRO COUNTY**

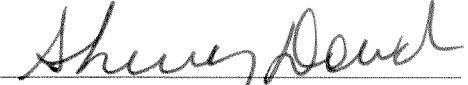
  
\_\_\_\_\_  
H.M. Davenport  
County Judge 10-28-13

**ATTEST:**

  
\_\_\_\_\_  
Virginia Richardson  
City Secretary



**ATTEST:**

  
\_\_\_\_\_  
Sherry Dowd  
County Clerk



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STATE OF TEXAS

§

COUNTY OF NAVARRO

§

§

**INTERLOCAL AGREEMENT FOR  
ECONOMIC DEVELOPMENT SERVICES**

**THIS AGREEMENT** is made and entered into by and between the City of Corsicana, a home-rule municipal corporation situated in Navarro County, Texas, acting by and through its duly authorized City Manager (hereinafter referred to as "City"), and Navarro County, Texas, acting by and through its duly authorized County Judge (hereinafter referred to as "County").

**W I T N E S S E T H:**

**WHEREAS**, Chapter 791 of the Texas Government Code authorizes the formulation of interlocal cooperation agreements between and among municipalities and counties for the performance of governmental functions; and

**WHEREAS**, County wishes to participate in an interlocal agreement with City for the purpose of creating a strong overall economic environment in the City of Corsicana and Navarro County; and

**WHEREAS**, County and City mutually desire to be subject to the provisions of Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act.

**NOW, THEREFORE**, it is agreed as follows:

**1.  
PURPOSE**

The purpose of this Interlocal Agreement is to enter into an Agreement between the City and the County whereby, subject to the terms and conditions hereinafter set forth and consideration specified below, City and County agree to jointly work together for the purpose of developing and implementing an economic development program that will encourage business retention and promote business/industrial recruitment in the City and in the County.

**2.  
TERM**

The term of this Agreement is for a period of one (1) year commencing on October 1, 2013, and ending on September 30, 2014.

**3.**  
**COMPENSATION**

- A. As fair compensation for the services rendered by City to County from October 1, 2013 through September 30, 2014, City and County each agree to pay 50% of the salary, benefits, supplies and services for the Economic Development Director.
- B. Pursuant to the requirements of Section 791.011(d)(3) of the Texas Government Code, the amount due City above shall be paid from revenues available to County in fiscal year 2013 through 2014. *To be paid Quarterly*

**4.**  
**TERMINATION**

It is further agreed by and between City and County that City and County shall each have the right to terminate this Agreement upon thirty (30) days' written notice to the other party. Said notice shall be given in writing no later than September 1<sup>st</sup> of each year.

**5.**  
**ENTIRETY**

This Agreement contains all commitments and agreements of the parties hereto, and no other oral or written commitments shall have any force or effect if not contained herein.

**6.**  
**MODIFICATION**

This Agreement may be modified by the mutual agreement of the parties, if the modification is in writing and signed by City and County.

**7.**  
**SEVERABILITY**

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, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

**8.**  
**AUTHORITY**

This Agreement is made for City and County as an Interlocal Agreement pursuant to VTCA, Government Code, Chapter 791.


**9.**  
**AUTHORIZATION**

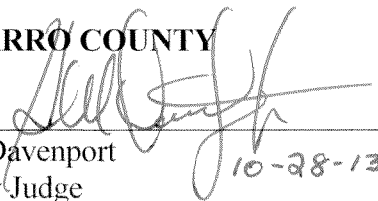
The undersigned officer and/or agents of the parties hereto are properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.


**10.**  
**FORCE MAJEURE**


It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; fires; strikes; lockouts, national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

**EXECUTED** this **3rd** day of **September, 2013**, in Corsicana, Navarro County, Texas.

**CITY OF CORSICANA**  
  
\_\_\_\_\_  
Connie Standridge  
City Manager

**NAVARRO COUNTY**  
  
\_\_\_\_\_  
H.M. Davenport  
County Judge 10-28-13

**ATTEST:**  
  
\_\_\_\_\_  
Virginia Richardson  
City Secretary

**ATTEST:**  
  
\_\_\_\_\_  
Sherry Dowd  
County Clerk

