

NAVARRO COUNTY COMMISSIONER'S COURT

A Regular meeting of the Navarro County Commissioner's Court was held on Monday, the 10th day of March, 2014 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, and James Olsen.

1. 10:04 A.M. Motion to convene by Comm. Olsen sec by Comm. Grant
Carried unanimously
2. Opening prayer by Comm. Olsen
3. Pledge of Allegiance
4. Public Comments – no comments

Consent Items

Motion to approve consent agenda items 5-7 by Comm. Martin sec by Comm. Grant
Carried unanimously

5. Motion to approve minutes from the previous meetings of February 24th, 2014 and March 3, 2014
6. Motion to approve and pay bills as submitted by the County Auditor, including payroll (paid 2/28/2014)
7. Motion to approve minutes of the February 6th, 2014 Planning and Zoning meeting
TO WIT PG 188

Action Items

8. No action taken on burn ban remains off
9. Motion to approve Tax Collection Report for February 2014, Russell Hudson by Comm. Olsen sec by Comm. Martin
TO WIT PG 189-194
Carried unanimously
10. Motion to approve accepting donation of \$250,000 from Navarro Community Foundation for expenses related to Courthouse Restoration by Comm. Grant sec by Comm. Olsen
Carried unanimously

11. Motion to approve Revenue Certificate for FY 2014 revenue received from the Navarro Community Foundation pursuant to Local Government Code (LGS) Section 111.0706 by Comm. Martin sec by Comm. Olsen
Carried unanimously
12. Motion to approve special budget amendment in accordance with LGC Sec. 111.0706 to increase budget for Courthouse Restoration (101-410-446) in the amount of \$125,000; Courthouse Professional Fees (101-410-410) in the amount of \$75,000 and Machinery & Equipment (101-512-575) in the amount of \$50,000 by Judge Davenport sec by Comm. Martin **TO WIT PG 195**
Carried unanimously
13. Motion to approve Host Service Level Agreement with Net Data for County Clerk's office contingent up recommendation by District Attorney Lowell Thompson by Comm. Olsen sec by Comm. Grant **TO WIT PG 196-199**
Carried unanimously
14. Motion to approve accepting Charles Irvine's resignation from the P & Z Board by Comm. Grant sec by Comm. Martin
Carried unanimously
15. Motion to approve Kit Herrington to the P & Z Board, Pct. 1 by Comm. Grant sec by Comm. Olsen
Carried unanimously
16. Motion to approve NCSO Lease/Purchase an Eventide NexLog 740 voice recorder that is compatible with a VoLP telephone system for 3 years payments of \$6,159.03 by Comm. Grant sec by Comm. Olsen **TO WIT PG 200-202**
Carried unanimously
17. Motion to approve transferring \$50,000 from Jail Deputies and Assistance Account 101-512-103 to jail overtime account 101-512-120 by Comm. Olsen sec by Comm. Martin
Carried unanimously
18. Motion to approve maintenance contract with ISI Commercial Refrigeration, Inc. for HIDTA refrigeration and/or ice machine by Comm. Martin sec by Comm. Grant
Carried unanimously **TO WIT PG 203-206**

Executive Session

19. Motion to go into Executive Session pursuant to the Texas Government Code Section 551.074 to discuss Personnel by Comm. Grant sec by Comm. Martin
Carried unanimously

Motion to come out of Executive Session by Comm. Olsen sec by Comm. Grant
20. No action taken in Executive Session pursuant to the Texas Government Code Section 551.074 to discuss Personnel
21. Motion to go into Executive Session pursuant to the Texas Government Code Section 551.072 to discuss real Property by Comm. Grant sec by Comm. Martin
Carried Unanimously
22. No action taken in Executive Session pursuant to the Texas Government Code Section 551.072 to discuss Real Property
23. Strike to go into Executive Section pursuant to the Texas Government Code Section 551.071 to discuss Pending/Anticipated
24. Strike action taken in Executive Session pursuant to the Texas Government Code Section 551.071 to discuss Pending/Anticipated Litigation
25. Motion to adjourn by Comm. Martin sec by Comm. Grant
Carried unanimously

I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR MARCH 10TH, 2014.

SIGNED _____ 10TH _____ DAY OF MARCH 2014.



SHERRY DOWD, COUNTY CLERK



#7 100
NAVARRO COUNTY OFFICE OF PLANNING & DEVELOPMENT

Phil Seely - Director
Osha Joles - Addressing



Stanley Young - Environmental Services
Scott Wiley - Environmental Services

www.co.navarro.tx.us

PLANNING AND ZONING COMMISSION MINUTES

February 6th, 2014

5:00 P.M.

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

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

Vice Chairman Schoppert - present
Conrad Newton - absent
Kyle Carrigan - absent
Jeff Smith - present
Dolores Baldwin - absent
Caleb Jackson - present
Barbara Moe - present

Item #2 on the agenda was consideration of the minutes of the December 5th, 2013 Planning and Zoning meeting. Motion to approve by Commissioner Moe, second by Commissioner Smith, all voted aye.

Item #3 on the agenda was consideration of a specific use permit for an RV to be on site during the construction of site built home in Village Woods Lot # 1A-1 for Linda & Leslie Farmer. Motion to approve contingent upon written approval from Oak Cove Marina to allow the RV to use its dump station by Commissioner Smith, second by Commissioner Jackson, all voted aye.

Adjourn.

FILED FOR NAVARRO COUNTY
COMMISSIONERS COURT
DATE 2-10-14
SHERRY DOWD
County Clerk
Navarro County, Texas
By [Signature]



I, RUSSELL P HUDSON, NAVARRO COUNTY TAX ASSESSOR/COLLECTOR, DO HEREBY SWEAR UNDER OATH,
THAT THE ATTACHED REPORT IS A TRUE AND CORRECT REPORT.

TOTAL PAGES INCLUDING COVER SHEET _____ 6 _____

FILED FOR NAVARRO COUNTY
COMMISSIONERS COURT

DATE 3-10-14

SHERRY DOWD

County Clerk

Navarro County, Texas

By Sherry Dowd



NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING FEBRUARY 2014

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	RENTION PENALTY CAD %	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
NAVARRO COUNTY									
CURRENT	1,809,041.76		27,541.16	1,836,582.92		29.71	1,836,553.21	263.16	16,929,693.42
DELINQUENT	26,224.70		9,109.28	35,333.98		1.02	35,332.96	7,321.43	%
TOTAL	1,835,266.46		36,650.44	1,871,916.90		30.73	1,871,886.17	7,584.59	10.69%
NAVARRO COLLEGE									
CURRENT	351,362.09		5,469.18	356,831.27		5.67	356,825.60	51.03	3,329,434.41
DELINQUENT	5,070.66		1,786.66	6,857.32		0.19	6,857.13	1,417.33	%
TOTAL	356,432.75		7,255.84	363,688.59		5.86	363,682.73	1,468.36	10.55%
CITY OF RICE									
CURRENT	19,326.31		406.84	19,733.15	198.37	0.20	19,534.58	2.58	152,601.41
DELINQUENT	271.08		114.66	385.74	30.04		355.70	76.95	%
TOTAL	19,597.39		521.50	20,118.89	228.41	0.20	19,890.28	79.53	12.66%
CITY OF KERENS									
CURRENT	23,733.66		608.46	24,342.12		0.12	24,342.00		260,960.76
DELINQUENT	1,595.31		588.82	2,184.13			2,184.13	436.85	%
TOTAL	25,328.97		1,197.28	26,526.25		0.12	26,526.13	436.85	9.09%
CITY OF CORSICANA									
CURRENT	576,519.55		11,289.47	587,809.02		29.20	587,779.82	154.58	7,565,103.57
DELINQUENT	9,206.34		3,713.97	12,920.31		0.99	12,919.32	2,889.53	%
TOTAL	585,725.89		15,003.44	600,729.33		30.19	600,699.14	3,044.11	7.62%

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NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING FEBRUARY 2014

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	RENDITION PENALTY	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
CITY OF BARRY									
CURRENT	1,911.08		47.23	1,958.31			1,958.31		18,562.29
DELINQUENT									%
TOTAL	1,911.08	-	47.23	1,958.31	-	0	1,958.31	-	10.30%
CITY OF EMHOUSE									
CURRENT	980.57		27.91	1,008.48		0.06	1,008.42		8,544.99
DELINQUENT	129.29		32.76	162.05			162.05	32.41	%
TOTAL	1,109.86	-	60.67	1,170.53	-	0.06	1,170.47	32.41	11.48%
CITY OF RICHLAND									
CURRENT	2,191.20		72.70	2,263.90			2,263.90		18,439.02
DELINQUENT	12.60		3.77	16.37			16.37	3.28	%
TOTAL		-	76.47	2,280.27	-	0	2,280.27	3.28	11.88%
CITY OF GOODLOW									
CURRENT	523.04		22.53	545.57	8.29		537.28		3,932.47
DELINQUENT	99.20		57.02	156.22	14.77		141.45	30.06	%
TOTAL	622.24	-	79.55	701.79	23.06	0	678.73	30.06	13.30%
CITY OF FROST									
CURRENT	10,419.11		369.95	10,789.06	144.61		10,644.45	32.72	83,451.94
DELINQUENT	512.92		149.45	662.37	39.92		622.45	128.63	%
TOTAL	10,932.03	-	519.40	11,451.43	184.53	0	11,266.90	161.35	12.49%
CITY OF DAWSON									
CURRENT	8,223.97		310.10	8,534.07			8,534.07		74,742.31
DELINQUENT	253.49		109.28	362.77			362.77	94.63	%
TOTAL	8,477.46	-	419.38	8,896.84	-	0	8,896.84	94.63	11.00%

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NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING FEBRUARY 2014

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	RENDITION PENALTY	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
CITY-BLOOMING GROVE									LEVY
CURRENT	8,980.41		328.00	9,308.41		0.04	9,308.37		102,399.56
DELINQUENT	307.56		76.89	384.45		0.04	384.41	76.89	%
TOTAL	9,287.97	-	404.89	9,692.86	-	0.08	9,692.78	76.89	8.77%
NAVARRO COUNTY ESD #1									LEVY
CURRENT	16,271.17	-	181.53	16,452.70	126.76	0.01	16,325.93		138,235.88
DELINQUENT	228.22		65.74	293.96	17.57		276.39	58.89	%
TOTAL	16,499.39	-	247.27	16,746.66	144.33	0.01	16,602.32	58.89	11.77%
BLOOMING GROVE ISD									LEVY
CURRENT	195,086.37		3,210.38	198,296.75		0.32	198,296.43		1,583,763.31
DELINQUENT	2,702.51		729.31	3,431.82		0.09	3,431.73	669.42	%
TOTAL	197,788.88	-	3,939.69	201,728.57	-	0.41	201,728.16	669.42	12.32%
DAWSON ISD									LEVY
CURRENT	170,982.53		2,997.78	173,980.31			173,980.31		1,741,728.59
DELINQUENT	2,450.42		815.68	3,266.10			3,266.10	729.92	%
TOTAL	173,432.95	-	3,813.46	177,246.41	-	0	177,246.41	729.92	9.82%
RICE ISD									LEVY
CURRENT	131,064.80		3,316.81	134,381.61		0.54	134,381.07	6.85	1,521,159.70
DELINQUENT	3,131.22		1,053.99	4,185.21			4,185.21	836.68	%
TOTAL	134,196.02	-	4,370.80	138,566.82	-	0.54	138,566.28	843.53	8.62%

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NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING FEBRUARY 2014

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	RENTITION PENALTY	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
CORSICANA ISD									LEVY
CURRENT	1,750,487.35		25,103.52	1,775,590.87		59.64	1,775,531.23	366.79	17,161,090.96
DELINQUENT	23,266.97		9,232.50	32,499.47		1.53	32,497.94	7,149.97	%
TOTAL	1,773,754.32		34,336.02	1,808,090.34		61.17	1,808,029.17	7,516.76	10.20%
FROST ISD									LEVY
CURRENT	356,725.07		1,463.21	358,188.28			358,188.28	72.59	1,075,998.06
DELINQUENT	1,751.48		584.54	2,336.02			2,336.02	464.08	%
TOTAL	358,476.55		2,047.75	360,524.30			360,524.30	536.67	33.15%
GRAND TOTAL	5,508,840.21		110,991.08	5,622,035.09	580.33	129.37	5,621,325.39	23,367.25	

**COLLECTIONS FOR FROST ISD BEGAN 7/1/2012

	TOTAL COLLECTED	YR-TO-DATE % CURRENT COLLECTED:
TOTAL COLLECTED	5,645,402.34	COUNTY 92.09%
ROLLBACK TAXES		COLLEGE 91.95%
TAX CERTIFICATES	1,480.00	RICE 89.97%
HOT CK FEES	120.00	KERENS 86.31%
		CORSICANA 93.70%
		BARRY 87.06%
		EMHOUSE 74.67%
		RICHLAND 78.47%
		GOODLOW 75.59%
		CITY - FROST 85.27%
		CITY DAWSON 83.91%
		CITY-BL GROVE 87.71%
		NC ESD #1 90.64%
		B G ISD 88.63%
		DAWSON ISD 92.05%
		RICE ISD 91.15%
		CORSICANA ISD 93.43%
		FROST ISD 91.33%

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH OF FEBRUARY 2014

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	TAXES	PENALTY & INTEREST	SUBTOTAL	RENDITION PENALTY CAD %	NET TAXES DUE	MEMO ONLY ATTORNEY FEES
CURRENT TAXES						
COUNTY	1,475,067.41	22,485.61	1,497,553.02	24.24	1,497,528.78	214.48
ROAD & BRIDGE	308,142.01	4,666.98	312,808.99	5.10	312,803.89	44.97
FLOOD CONTROL	25,832.34	388.57	26,220.91	0.37	26,220.54	3.71
TOTAL	1,809,041.76	27,541.16	1,836,582.92	29.71	1,836,553.21	263.16
DELINQUENT TAXES						
COUNTY	21,418.45	7,445.61	28,864.06	0.83	28,863.23	5,979.83
STATE	-	-	-	-	-	-
ROAD & BRIDGE	4,437.40	1,534.66	5,972.06	0.18	5,971.88	1,238.24
FLOOD CONTROL	368.85	129.01	497.86	0.01	497.85	103.36
TOTAL	26,224.70	9,109.28	35,333.98	1.02	35,332.96	7,321.43
TOTAL ALLOCATION						
COUNTY	1,496,485.86	29,931.22	1,526,417.08	25.07	1,526,392.01	6,194.31
STATE	-	-	-	-	-	-
ROAD & BRIDGE	312,579.41	6,201.64	318,781.05	5.28	318,775.77	1,283.21
FLOOD CONTROL	26,201.19	517.58	26,718.77	0.38	26,718.39	107.07
TOTAL	1,835,266.46	36,650.44	1,871,916.90	30.73	1,871,886.17	7,584.59

COUNTY TAX REPORT
Prepared by Gail Smith
Navarro County Tax Office

#12

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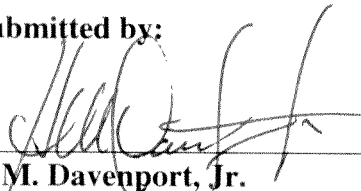
SPECIAL BUDGET

**FROM REVENUE RECEIVED AFTER THE START OF THE FISCAL YEAR
LOCAL GOVERNMENT CODE 111.07075**

Fund- Department – Account	Description	Current Budget	Requested Increase	Amended Budget
2014-101-380-408	Community Grants	\$ 7,000.00	\$250,000.00	\$ 257,000.00
2014-101-410-410	Professional Services	\$ 0.00	\$ 75,000.00	\$ 75,000.00
2014-101-410-446	Courthouse Restoration	\$ 2,000.00	\$125,000.00	\$ 127,000.00
2014-101-512-575	Machinery & Equipment	\$39,000.00	\$ 50,000.00	\$ 89,000.00

This budget amendment is to recognize the unbudgeted revenue received from Navarro Community Foundation to be used for expenses related to the restoration of the Navarro County Courthouse, including project manager and telephone system.

Submitted by:




 H.M. Davenport, Jr.
 Navarro County Judge

Revenue Certified by:

 Kathy B. Hollomon
 Navarro County Auditor

Approved by Commissioners Court:



 H. M. Davenport Jr.
 Navarro County Judge

Date: 3-10-14

Date: _____

Date: 3-10-14

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THE STATE OF TEXAS
~~COUNTY OF HOPKINS~~

Counties of Hopkins and Navarro

This agreement is made and entered into on this the _____ day of _____ by and between NET Data, with its principal place of business in Sulphur Springs, Texas and **Navarro** County (hereinafter referred to as "CLIENT"), with its principal place of business in **Corsicana**, Texas.

This agreement will supersede all previous written and oral agreements between NET Data and CLIENT.

DEFINITIONS:

"Cloud Computing" is the delivery of computing as a service rather than a product, whereby shared resources, software and information are provided to computers and other devices over a network.

The term "Services" in this Agreement shall mean the NET Data Cloud System Service and any related licensed materials such as, but not limited to, manuals, system documentation and written or verbal instructions provided for use in connection ("Documentation") with the Service.

RECITALS

Licensor has developed certain computer programs and operating manuals, known collectively as **County Clerk Case Management, Real Vision Imaging**

1. TERM

This Agreement is effective from the date on which it is accepted by NET Data ("Effective Date") and shall remain in effect for a period of **Sixty(60) months** from the Effective Date.

2. TERMINATION OF SERVICE

Should either party wish to terminate for a material breach of contract, that party agrees to notify in writing and offer a reasonable opportunity to cure prior to such termination.

Upon termination, NET Data may immediately discontinue the Service and all Documentation provided CLIENT shall be returned to NET Data. CLIENT HEREBY WAIVES CLAIMS FOR DAMAGE ARISING FROM ANY SUCH RIGHTFUL TERMINATION BY NET Data UNDER THIS PROVISION.

3. WARRANTY

NET Data warrants that it has the right to market, distribute, support and maintain Services and that Services are warranted to conform to the operating specifications as outlined in the Documentation. CLIENT agrees that its **SOLE AND EXCLUSIVE REMEDY** for a breach of this Warranty is for NET Data to correct any error, malfunction or defect if the Services warranted hereunder fails to conform to the applicable operating specifications and CLIENT advises NET Data of such failure in writing. If after reasonable attempts, NET Data is unable to correct the error, malfunction, or defect, CLIENT shall be entitled to terminate this Agreement. (For the purpose of this Agreement, the term "error, malfunction or defect" shall mean only significant material deviations from the operating specifications for the Services as set forth in the applicable software documentation issued by NET Data.)

EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION, THERE ARE NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT HEREBY

DISCLAIMS ANY RELIANCE ON ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.

4. LIMITATION OF LIABILITY

NEITHER PARTY WILL IN ANY CASE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUE OR BUSINESS, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. NOTWITHSTANDING ANY TERM OF THIS AGREEMENT, THE MAXIMUM AGGREGATE LIABILITY OF EITHER PARTY (WHETHER IN CONTRACT, TORT, OR OTHERWISE) FOR DAMAGES OR LOSS HOWSOEVER ARISING OR CAUSED, WHETHER OR NOT ARISING FROM A PARTY'S ACTIONS WILL NOT BE GREATER THAN THE AMOUNT PAID TO NET DATA BY CLIENT. IN NO EVENT WILL NET DATA BE LIABLE FOR ANY DAMAGES CAUSE BY THE CLIENT'S FAILURE TO PERFORM THE CLIENT'S RESPONSIBILITIES.

5. SUPPORT

NET Data will provide complete Services support as outlined in the attached CLOUD SERVICES SUPPORT ADDENDUM TERMS AND CONDITIONS, incorporated herein by reference.

6. CLIENT DATA

CLIENT will have full access to their data via the NET Data application software. CLIENT shall not attempt to reverse assemble, reverse compile or reverse engineer the Services or any part thereof, or otherwise attempt to discover any Services source code or underlying proprietary information. The CLIENT shall not attempt to access other areas outside their NET Data application on NET Data's server.

NET Data retains all rights to customizations developed by NET Data to the Service.

CLIENT shall retain ownership in and all rights to CLIENTS data stored in the Services provided by NET Data. Upon request by CLIENT made within 60 days of the effective date of termination of this Agreement, NET Data shall take commercially reasonable steps to make available to CLIENT a copy of all Client Data, in electronic format, with all work hereunder to be invoiced to CLIENT. After 60 days, NET Data will have no obligation to maintain or provide any Client Data and shall remove all Client Data in NET Data's possession or control.

7. CONFIDENTIALITY & PROPRIETARY INFORMATION

Each party acknowledges that it and its employees or agents may acquire information that is proprietary or confidential to the other party. Each party shall hold such information in strict confidence and shall not disclose any such information to any third party. "Confidential Information" means all technical and non-technical information including but not limited to: CLIENT Data, Services, Documentation, financial and marketing information, other proprietary information, and information disclosed by a party that was marked or should have reasonably been regarded as confidential, regardless of whether such information would be protected under the common law.

CLIENT specifically acknowledges NET Data's statement that the Services and related software are the exclusive property of NET Data, constitutes trade secrets of NET Data, and agrees to protect the Services or any part thereof from unauthorized use or disclosure by its agents, consultants, contracted personnel, employees, CLIENT, or successors. CLIENT agrees to reproduce and include NET Data's proprietary, copyright, and trade secret notice on any copies, in whole or in part, in any form, including partial copies and modifications of Services and Documentation. In the event the License granted hereunder is terminated, the above obligations of CLIENT with respect to protection and security shall not terminate but shall continue for a period of five (5) years following such termination of License.

NET Data and CLIENT further agree that, except as expressly authorized in writing in advance by the other party, neither of them will copy or disclose Confidential Information to any third party except its agents, consultants, contracted personnel or employees on a need to know basis and the agents, consultants, contracted personnel or employees are under the same obligations of confidentiality as those imposed on the parties hereunder with no further rights of disclosure of Confidential Information.

8. GENERAL

Licensee acknowledges that System, and all portions or aspects thereof, expressly including all ideas and expression of System are confidential and proprietary information. Licensee agrees that it will not provide or make available to third parties the System or any part thereof, including use of System, any physical embodiment of System or any materials supplied by Licensor in connection with System. As hereinafter provided, Licensee shall take all steps necessary to protect the confidentiality of System and the proprietary rights of Licensor.


Neither CLIENT nor NET Data is responsible for failure to fulfill their respective obligations under this Agreement due to causes beyond their control. This Agreement shall be governed by the laws of the State of Texas both as to interpretation and performance. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

9. CONSIDERATION

The price of NET Data's CLOUD SYSTEM SERVICE shall be a charge of \$31,700 billed annually.

10. VENUE.

Licensee expressly acknowledges that in the event any legal action is brought involving any circumstances arising out of the contractual relationship created by this agreement, such litigation must be brought in Hopkins County.



NET Data

CLIENT

By: _____

By: _____

Tory Humphries
President – NET Data

Navarro County
County Judge

NET Data
HOSTING SERVICE LEVEL AGREEMENT TERMS AND CONDITIONS

The purpose of this Service Level Agreement (“SLA”) is to define service levels and operational specifications that NET Data will provide to Client. “Critical Hours” means 8:00 a.m. to 5:00 p.m. CST five days per week.

SERVICE LEVELS

1. Hosting Obligations.

NET Data shall provide the following:

- Operate the Services on a server owned or leased and maintained by or on behalf of NET Data;
- Allow access to the Services over a secured connection and provide secure and confidential storage of all information transmitted to and from the Services;
- Maintain a back-up server, at a geographically different site from where the server is located, for data recovery in the event of disaster;
- Review security notifications and alerts relevant to the hosting platform, and apply as appropriate to maintain the highest level of defense customary in the industry for company’s dealing with like data; and
- NET Data shall provide adequate firewall protection as is customary in the industry for company’s dealing with like data in order to secure Client Data and other Confidential Information of CLIENT and users of the Services from unauthorized access by third parties.

2. System Availability.

NET Data shall use reasonable best efforts to maintain the following system availability:

- For any consecutive thirty (30) day period, the system within scope will be fully operational, available, and capable of supporting CLIENT's workload at a 99.5% availability level except for Scheduled Service Outages as specified.
- “Scheduled Service Outages” shall be performed during the hours of 5:00 p.m. to 8:00 a.m. Central as necessary for upgrades, maintenance, or for any other agreed upon purpose.
- System is "available" when the servers are operational and capable of serving Users, independent of any CLIENT's network links outside our control.

3. Exclusions

NET Data is not to be held responsible for any Service or system failures during any period of time in which any of the following “Exclusions” exist:

- CLIENT Resource Problems – there are problems resulting from CLIENT resources not under NET Data management.
- Failure of any hardware not under NET Data’s management (customer PC’s, portage boxes, etc.)
- Scheduled Maintenance – Scheduled maintenance windows and other agreed upon periods of time that are necessary for repairs or maintenance.
- Network Changes – Changes made by CLIENT to the networking environment that were not communicated to or approved by NET Data.
- Force Majeure – Problems resulting from a Force Majeure Event.
- Agreed Temporary Exclusions – Any temporary exclusions requested by NET Data and approved by CLIENT to implement changes in applications, environments, conversions or system software.
- CLIENT Actions – Problems resulting from actions or inactions of CLIENT contrary to the NET Data’s reasonable recommendations.
- CLIENT Responsibilities – Problems resulting from any failure by CLIENT to fulfill its responsibilities or obligations.
- Internet Connectivity Loss – Loss of Internet connectivity to CLIENT site for any reason.
- Third-Party Software – Any loss of Service or system availability due to malfunctions or errors related to any third-party software in use by the CLIENT.

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GOVERNMENT CAPITAL CORPORATION

TRANSACTION INFORMATION SHEET – General Equipment

Legal Name of Entity/Obligor: Navarro County		Federal Tax ID# 75 - 6001092	
Physical Address: 312 W. Second Ave.			
City: Corsicana	County: Navarro	State: Texas	Zip: 75110
Contact Person: Capt. Brett Latta	Title: Captain		
Phone (10 Digit): (903) 875-3375	Fax (10 Digit): (903) 654-3044		
Email Address: blatta@swbell.net	Self-Insured? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Name of Authorized Signer: H.M. Davenport	Title: County Judge		
Name of Board President: H.M. Davenport	Date of Board Meeting Action (past or future):		
Board Secretary/Clerk: Sherry Dowd	Attorney Phone: (903) 654-3047		
Attorney Contact: Lowell Thompson	Law Firm Name: Navarro County District Attorney's Office		
Attorney Email: lthompson@navarrocounty.org	Send Invoices/Attention To: Navarro County Auditor's Office		
Invoice Address: 300 West Third Ave, Ste. 10	City: Corsicana	State: TX	Zip: 75110

Total Cost of Equipment: \$ 18,253.00	Term (years) Requested:
Down Payment: \$ 0.00	Source of Down Pymt (fund name):
Trade In: \$ 2,000.00	Payment Amount: \$
Other: \$	Delivery Date:
Amount to Finance: \$ 16,253.00	Payment: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input checked="" type="checkbox"/> Annual
Has entity made any payment for any portion of equipment being financed? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, explain:	

From which fund will the remaining contract payments be made? General Specify (state specific):

Has the entity ever defaulted or non-appropriated on a lease, bond, or legal obligation? Yes No

Do you anticipate issuing more than \$10,000,000 in tax-exempt debt in this calendar year? Yes No

Has Obligor issued any new debt in the current fiscal year? Yes No If so, please list creditor name and outstanding balances:

Equipment Description:
(Year, Make, Model, Etc. - Attach Vendor Proposal/Quote or Contract)

Eventide Nexlog 740 recorder, MDC 1200 Radio ID capture, Internal IP Recorder, 8 VoIP licenses, Installation & training TX DIR contract

Essential Use:
If the equipment is Replacement, please provide the following:
Age of the older equipment (years): 8 Year Purchased: 2006

If not Replacement, please provide why the equipment needed:
Current equipment is not VoIP compatible

Physical location of equipment after delivery:
Navarro County Justice Center

Special Notes/Comments:

- Additional financial information may be requested if deemed necessary during transaction review.
- By signing this application Obligor representative agrees to the following statement: "Everything stated in this application is correct to the best of my knowledge. Obligee is authorized to verify any information on this application with an appropriate third party as necessary to complete the credit review process."

Completed By (Signature):	Printed Title: Navarro County Auditor
Printed Name: Kathy B. Hollomon	Date: March 7, 2014

FILED FOR NAVARRO COUNTY

COMMISSIONERS COURT

DATE 3-10-14

SHERRY DOWD
County Clerk
Navarro County, Texas

By *[Signature]*



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9772 Whithorn Drive
Houston, TX 77095

800-708-6423

Price Quotation

Date	Quote#
2/21/2014	2366

Navarro County Auditors Office
Attn: Capt Bret Latta
312 West 2nd Ave.
Corsicana, Texas 75110-4672

Pricing quotation
honored for 60 days
from above date.

Terms	At Install
-------	------------

Item	Description	Qty	Total
	A DIR State Contract (DIR-SDD-1952) Proposal to upgrade/replace the existing Eventide VR725 recorder with the new next generation Eventide Nexlog 740. We will transfer the existing 24 channel analog card, the Media Agent Licenses, the database of calls to the Nexlog 740. We will provide a trade in discount for the 24 channel digital card. We will be adding 24 VoIP licenses to record the Avaya IP 500 Office phones system with handsets of 1603, 1608 & 1616. The customer also wanted to add the feature of MDC 1200 Radio ID capture. We will convert the Media Works license to the new Media Works Plus license. We will use the customer's monitor, keyboard and mouse.		
NexLog 740	NexLog 740 base system: 3U rack-mount chassis, Two Mirrored 1TB hard drives, RAID-1 with 167,000 hours of storage Intel Core2 Quad CPU, Dual NIC, Dual hot-swap 120/240 VAC power supplies, one DVD-RAM drive, embedded Linux, NexLog base software, Web-based configuration manager, 1 yr hardware warranty, 1 yr software maint., Battery Back up. Blank front panel	1	8,445.00
271052	Internal IP Recorder w/ 8 G.711 Channel Licenses	1	4,250.00
271035	Add 8 VoIP Licenses	2	2,300.00
271028	MDC 1200 Radio ID License (Per Analog Card)	1	1,800.00
Prof. Services - In...	Professional Service Installation Of Recording Solution. Includes project management, site preinstall guidance, racking, cabling, testing, administrative training and support.	1	3,000.00
Prof. Servc Traini...	Professional Services Training for recording solution including software use, administrative training, materials, and online support program for up to 10 individuals.	1	1,000.00
DIR Discount	DIR Discount	1	-2,542.00
Discount	Trade in discount on 24 channel digital card		-2,000.00

FOR NAVARRO COUNTY
COMMISSIONERS COURT
BRYAN DOWD
County Clerk
Navarro County, Texas



Subtotal
Sales Tax (0.0%)
Total

Cancelled order are subject to a 35% restocking charge.

Signature Robin Cleverger, Regional Sales Manager



9772 Whithorn Drive
Houston, TX 77095

800-708-6423

Price Quotation

Date	Quote#
2/21/2014	2366

*Pricing quotation
honored for 60 days
from above date.*

Navarro County Auditors Office
Attn: Capt Bret Latta
312 West 2nd Ave.
Corsicana, Texas 75110-4672

Terms	At Install
-------	------------

Item	Description	Qty	Total
------	-------------	-----	-------

Lease/Purchase Option:

Payments Beginning: One year after signing & annually thereafter
 Equipment Cost: \$16,253.00
 Payment Terms: 3 Payments 5 Payments
 Payment Amount: \$6,159.03/yr \$3,865.20/yr
 Interest Rate: 4.431% 4.532%

The above proposal is an expression of interest, subject to credit analysis and mutually acceptable documentation and is not a binding commitment. The terms outlined herein are subject to change and rates are valid for fourteen (14) days from the date of this proposal. If funding does not occur within this time period, rates will be indexed to markets at that time. Proposed funding considers the total cost of borrowing and includes a \$700 fee to cover underwriting, issuance and documentation costs.

24x7 Maintenance Contract

1st year of ownership is covered under warranty for parts and labor
 2nd year of ownership is being offered at \$4,264/yr for parts and labor and additional training

Subtotal \$16,253.00
Sales Tax (0.0%) \$0.00
Total \$16,253.00

Cancelled order are subject to a 35% restocking charge.

Signature Robin Cleverger, Regional Sales Manager

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ISI Commercial Refrigeration Inc.

A TriMark Company

Phone: 469-240-7200 Fax: 469-240-7201 WATS: 800 777-5070 P.O Box 20400 Coppell, Texas 75019

02/25/2014

CHRISTINE LUNGER
NORTH TEXAS HIDTA - ESTERS 8404
SUITE 100
8404 ESTERS BLVD
IRVING, TX 75063

RECEIVED

MAR - 5 2014

NAVARRO COUNTY
AUDITOR'S OFFICE

Dear CHRISTINE LUNGER:

Your preventative maintenance contract with ISI Commercial Refrigeration on your refrigeration and/or ice machines listed on the next page will expire on 03/31/2014.

If you would like to renew the contract for another year you may simply sign the bottom of this letter and fax or mail it to us. The price to extend your preventive maintenance contract for another year is only \$695.50 plus tax if applicable. This entitles you to continue to receive the same valuable benefits that you have currently been enjoying.

Upon receipt of this letter signed by you we will send you an invoice for payment.

If you would like to pay by credit card, please call us at 469-240-7200 extension 7274, or you may simply return this letter signed below with your check for faster processing.

We want to thank you in advance for your business and hope we can continue the preventative maintenance program for you.

Best Regards

RON WHITE

Customer
Signature

Print Name: H.M. Davenport, Jr.
Navarro County Judge

Date 3-10-14

FILED FOR NAVARRO COUNTY

COMMISSIONERS COURT

DATE 3-10-14

SHERRY DOWD

County Clerk

Navarro County, Texas

By [Signature]



OFFICE LOCATIONS
BEAUMONT DALLAS HOUSTON

Regulated by the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin TX 78711,
1-800-803-9202, 512-463-6599, www.license.state.tx.us TACLA 20719C TACLB 29452C

Planned Maintenance Program for Ice Machines, and or Refrigeration Equipment

Ice machines and/or refrigeration equipment represents a sizable investment of time and money for any business. In order to receive the best return for that investment your equipment **MUST** receive periodic maintenance.

It is the **USER'S RESPONSIBILITY** to see that the unit is properly maintained. It is always preferable and less costly in the long run to minimize down time by keeping the equipment clean, adjusting it as needed, and replacing worn parts before they cause a machine failure. Maintenance and cleaning should be scheduled at a **MINIMUM** of four times per year.

ISI has put together a program to help optimize the life expectancy of your ice machine and minimize down time. Under this program, ISI will perform the following maintenance on the listed equipment 4 times per year, at 3 month intervals. **Check the box below for services included in this renewal.** Please note that if you are adding additional services and or equipment additional charges will apply:

Ice Machines

1. Clean the entire recirculating water circuit with ice machine cleaner
2. Check and flush out drain lines on the ice machine and bin, only if bin is empty upon arrival
3. Sanitize all accessible surfaces that come in contact with ice
4. Check and adjust water levels and ice making controls
5. Check bin switch/thermostat operation
6. Lubricate accessible bearings
7. Check and clean air-cooled condenser and air filters
8. Check and correct all loose wiring and vibrating refrigerant lines
9. Perform visual inspection for refrigerant leaks and faulty components
10. Submit an itemized list of any recommended repairs for customer approval

Refrigeration Equipment

1. Clean evaporator coils and check fans for proper operation, on walk-in coolers only
2. Clean condenser coil, check and oil fan motors (if applicable)
3. Check refrigerant and charge and operating pressure
4. Check and correct all loose wiring at controls and vibrating refrigerant lines
5. Check and set all defrost times
6. Check all defrost heater for proper operation (if applicable)
7. Check all door and vent heaters (if applicable)
8. Submit and itemized list of all recommended repairs for customer approval

In addition, this program entitles you to the following benefits on all covered equipment:

1. A **50% DISCOUNT** on all trip fees from any additional service work performed during regular business hours
2. A **10% DISCOUNT** off the list price on all parts used for any additional service work performed
3. **PRIORITY** handling of your service needs


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ISI Commercial Refrigeration Inc.

A  **TriMark Company**

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1461 S. Beltline Road, Suite 100 Coppell, Texas 75019

Dear Valued Customer,

Due to the increasing cost of fuels, taxes, insurance and other related expenses that directly affect our cost of doing business; ISI Commercial Refrigeration Inc. will be raising its rates in 2013.

We hope that this decision will not affect our relationship and we thank you for your business.

Our new current rate is reflected in the attached renewal letter for our Preventive Maintenance Programs. If you have any questions or concerns on how this will affect your business please call me at your convenience.

Respectfully,

Bill Caron
Director of Technical Operations

Dallas TACLA20719C

Houston TACLB29452R

Bill Caron- Main Office Phone: Metro: 469-240-7287 Fax: 214-631-6813

Regulated by the Texas Department of Licensing and Regulations, P.O Box 12157, Austin, Texas 78711, 1(800) 803-9202, (512) 463-6599, www.license.state.tx.us