

NAVARRO COUNTY COMMISSIONER'S COURT

A SPECIAL MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON MONDAY, 27TH DAY OF JULY, 2009 AT 10:00 A.M., IN THE COUNTY COURTROOM IN THE NAVARRO COUNTY COURTHOUSE, CORSICANA, TEXAS. PRESIDING JUDGE HM DAVENPORT, COMMISSIONERS PRESENT KIT HERRINGTON, FAITH HOLT, DAVID WARREN, AND JAMES OLSEN.

1. 10:08 A.M. MOTION TO CONVENE BY HERRINGTON SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED
2. PRAYER BY COMMISSIONER HOLT
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENTS- SCOTT LOVE AGENDA ITEM #9 DOES NOT WANT ROAD CLOSED, TERRY SCRUGGS ITEM #12 DOES NOT WANT ROAD CLOSED, KEITH WEAVER ITEM #12 DOES NOT WANT ROAD CLOSED, JIM DUNCAN ITEM #9 HE WOULD LIKE FOR THE ROAD TO BE CLOSED

CONSENT AGENDA

MOTION TO APPROVE ITEMS 5-6 BY HOLT SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED

5. MOTION TO APPROVE THE MINUTES FROM THE PREVIOUS MEETINGS OF JUNE 22ND, AND JULY 13TH, 2009
6. MOTION TO APPROVE AND PAY THE BILLS AS SUBMITTED BY THE COUNTY AUDITOR

REGULAR AGENDA ITEMS

7. NO ACTION TAKEN TO APPROVE 2010-2011 COMMUNITY SUPERVISION AND CORRECTION DEPARTMENT BUDGET
8. MOTION TO APPROVE APPOINTING ELECTION JUDGES FOR 2009 AND 2010 BY OLSEN SEC BY WARREN **TO WIT PG 893-895**
ALL VOTED AYE MOTION CARRIED

9. MOTION TO TABLE PARTIAL ROAD CLOSING OF SECR 3129A,
PRECINCT 2 BY HOLT SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED
10. MOTION TO APPROVE PARTIAL ROAD CLOSING OF SECR 2218,
PRECINCT 3 BY WARREN SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED **TO WIT:No order at court time**
11. MOTION TO APPROVE PARTIAL ROAD CLOSING OF SECR 2020 AT
BNSF RAILROAD CROSSING, PRECINCT 3 BY WARREN SEC BY
HERRINGTON **TO WIT :No order at court time**
ALL VOTED AYE MOTION CARRIED
12. MOTION TO TABLE PARTIAL ROAD CLOSING OF SECR 1037, HORN
STREET AT BNSF RAILROAD CROSSING, PRECINCT 3 BY WARREN
SEC BY HOLT
ALL VOTED AYE MOTION CARRIED
13. MOTION TO TABLE ROAD BOND FOR SECR 4180, FOR BUFFCO
DRILLING COMPANY, PRECINCT 2 BY HOLT SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED
ITEM #13 MOVED TO LAST ITEM OF AGENDA
14. MOTION TO APPROVE TREASURES REPORT BY RUBY COKER
(JUNE 30, 2009) BY HOLT SEC BY WARREN **TO WIT PG 896**
ALL VOTED AYE MOTION CARRIED
15. MOTION TO APPROVE A FINAL PLAT FOR RICE BUSINESS PARK BY
HERRINGTON SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED
16. MOTION TO APPROVE BURN BAN BY ALLOWING HOUSEHOLD
BURNING WITH A COUNTY WIDE BURN BAN STILL IN EFFECT WILL
REVIEW ON A CASE BY CASE BASIS BY JUDGE DAVENPORT SEC BY
HOLT
ALL VOTED AYE MOTION CARRIED
17. MOTION TO APPROVE CHANGING COMMISSIONERS COURT FROM
AUGUST 24TH TO AUGUST 31ST 2009 BY OLSEN SEC BY WARREN
ALL VOTED AYE MOTION CARRIED

18. MOTION TO APPROVE THE RENEWAL NOTICE AND BENEFIT CONFIRMATION EFFECTIVE OCTOBER 1, 2009 FROM THE TEXAS ASSOCIATION OF COUNTIES HEALTH AND EMPLOYEE BENEFIT POOL BY OLSEN SEC BY HERRINGTON **TO WIT PG 897-898**
ALL VOTED AYE MOTION CARRIED
19. MOTION TO APPROVE TEXAS COUNTY AND DISTRICT RETIREMENT SYSTEM PLAN BY HERRINGTON SEC BY HOLT **TO WIT PG 899-901**
ALL VOTED AYE MOTION CARRIED
20. MOTION TO APPROVE COUNTY AUDITOR'S QUARTERLY INVESTMENT REPORTS FOR THE QUARTERS ENDING MARCH 31, 2009 AND JUNE 30, 2009 PURSUANT TO GC SEC. 22256.23 BY HOLT SEC BY OLSEN **TO WIT PG 902-903**
ALL VOTED AYE MOTION CARRIED
21. MOTION TO APPROVE CHANGING COUNTY'S CELLULAR TELEPHONE POLICY TO STRIKE THE LANGUAGE PROHIBITING AIR CARDS BY OLSEN SEC BY WARREN **TO WIT PG 904-908**
ALL VOTED AYE MOTION CARRIED
22. MOTION TO APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN NAVARRO COUNTY, TEXAS AND NORTH TEXAS HIDTA AND CONNIE MCCRARY BY HERRINGTON SEC BY WARREN
ALL VOTED AYE MOTION CARRIED **TO WIT PG 909-918**
23. MOTION TO APPROVE ADDENDUM TO XEROX LEASE AGREEMENT TO ADD SCANNING FUNCTION TO COUNTY CLERK'S OFFICE COPIER SO PUBLIC NOTICES, AND DOCUMENTS REFERENCED IN COMMISSIONER'S COURT MINUTES CAN BE POSTED ONLINE BY HOLT SEC BY WARREN **TO WIT PG 919-920**
ALL VOTED AYE MOTION CARRIED
24. MOTION TO ADJOURN BY HOLT SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED

THESE MINUTES ARE HEREBY APPROVED THIS 10 DAY OF AUGUST 2009.

JUDGE HM DAVENPORT

COMR.PCT.1 KIT HERRINGTON

COMR.PCT.2 FAITH HOLT

COMR.PCT.3 DAVID "BUTCH" WARREN

COMR.PCT.4 JAMES OLSEN

[Handwritten signatures for Judge HM Davenport, Kit Herrington, Faith Holt, David "Butch" Warren, and James Olsen]

I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR JULY 27TH, 2009.

SIGNED 10 DAY OF AUGUST 2009.

[Handwritten signature of Sherry Dowd]
SHERRY DOWD, COUNTY CLERK



ELECTION JUDGES FOR 2010/2011 ELECTIONS

PRECINCT		Republican	Democrat
101	NAME: ADDRESS CITY PHONE	Roy Frink 908 N 23 rd St Corsicana, Texas 75110 903-874-7193/875-8110	Louis Elliott 725 N 23 rd St Corsicana, Texas 75110 903-874-4182
103	NAME ADDRESS CITY PHONE	Connie Estes 201 Drane Ave Corsicana, Texas 75110 214-557-2094	Lori Carroll 3807 NW CR 0013 Corsicana, Texas 75110 903-229-3490
104	NAME ADDRESS CITY PHONE	Fred Grice 320 Trailridge Cir Corsicana, Texas 75110 903-872-3782/654-1991	Robert Watkins 2315 FM 1839 Corsicana, Texas 75110 903-874-6087
105	NAME ADDRESS CITY PHONE	Lettie Cook P.O. Box 427 Blooming Grove, Texas 76626 903-695-2779	Naomi Ridgway 9854 W Highway 22 Barry, Texas 75102 903-695-2075
106	NAME ADDRESS CITY PHONE	Nancy Blankenship 3110 NW CR 0120 Corsicana, Texas 75110 903-354-1907/214-384-1052	Marlene Morgan 6740 NW CR 1300 Barry, Texas 75102 903-354-6860
107	NAME ADDRESS CITY PHONE	Diane Marie Stevens 801 East Calhoun Rice, Texas 75158 903-326-5043/903-851-6863	Judy Shelton 100 N Boston Rice, Texas 75155 903-326-4461
108	NAME ADDRESS CITY PHONE	Barbra McVay P O Box 39 Chatfield, Texas 75105 903-345-2310	Theresa Womack 5537 FM 1603 Chatfield, Texas 75105 903-875-8203
109	NAME ADDRESS CITY PHONE	Rex Peddy 3375 NE CR 0092 Corsicana, Texas 75109 903-874-4382	Wayne Rose 4570 FM 3041 Corsicana, Texas 75109 903-345-2503
200	NAME ADDRESS CITY PHONE	Warner Redus 1101 E Waterworks Rd Corsicana, Texas 75110 903-874-4341	Virginia Mays 412 SE CR 0140 Kerens, Texas 75144 903-654-3075
201	NAME ADDRESS CITY PHONE	Deborah Collins 801 S 4 th St Corsicana, Texas 75110 903-874-7441	Birdie Howze 701 E 11 th Ave Corsicana, Texas 75110 903-874-4653
202	NAME ADDRESS CITY PHONE	Sarah McCoy 1701 Jennifer Cir Corsicana, Texas 75110 903-872-1288	Florine Hubbard 1506 S Beaton Corsicana, Texas 75110 903-872-1693
203	NAME ADDRESS CITY PHONE	Frank Steed 3514 Francisco Bay Kerens, Texas 75144 903-396-7176/214-616-4551	Lelia Cossey 206 Humphreys Kerens, Texas 75144 903-396-2652

204	NAME ADDRESS CITY PHONE	Judy Qualls 201 FM 633 Kerens, Texas 75144 903-641-0020	Nora Thomas P O Box 106 Powell, Texas 75153 903-396-2765
205	NAME ADDRESS CITY PHONE	John Curtis 105 SE CR 3147 Corsicana, Texas 75109 903-874-0056	Peggy Thomas 8405 S Hwy 287 Corsicana, Texas 75109 903-874-6037
206	NAME ADDRESS CITY PHONE	Reba Riley 313 SE CR 3020 Corsicana, Texas 75109 903-874-2323	Allison Bates 111 SE CR 3046 Corsicana, TX 75109 903-874-4419/903-229-7548
207	NAME ADDRESS CITY PHONE	Kathy Dube 152 Stockton Point Kerens, Texas 75144 903-396-3263	Gloria Caroselli 153 Stockton Pt Kerens, Texas 75144
208	NAME ADDRESS CITY PHONE	Penny Liggins 716 E 4 th Ave Corsicana, Texas 75110 903-874-8674/903-654-7732	Dolores Carter 1505 E Collin St Corsicana, Texas 75110 903-874-3863
209	NAME ADDRESS CITY PHONE	Shirley Armon 1243 W 5 th Ave Corsicana, Texas 75110 903-872-6932	Seley Fuller 1416 W 4 th Ave Corsicana, Texas 75110 903-874-8592
300	NAME ADDRESS CITY PHONE	Don Holland 3011 W Park Row Corsicana, Texas 75110 903-874-4186	Ruth Nelson 1501 Fair Oaks Dr #5 Corsicana, Texas 75110 903-874-5246/851-3754
301	NAME ADDRESS CITY PHONE	Steven Jessup 2825 W 5 th Ave Corsicana, Texas 75110 903-872-6949/903-872-4871	Sam Thompson 2215 W 4th Corsicana, Texas 75109 903-872-6100
303	NAME ADDRESS CITY PHONE	Patti Sanders 1370 NW CR 3150 Dawson, Texas 76639 254-578-1123	Leonard Mixon 10000 FM 638 Dawson, TX 76639 903-673-1216
304	NAME ADDRESS CITY PHONE	Ostein Reamy 202 N Scruggs Rd Corsicana, Texas 75110 903-874-1270	Audrey Goodin 4367 SE CR 1090 Corsicana, TX 75109 903-874-3028
305	NAME ADDRESS CITY PHONE	Bill Johnson 2216 Love Ave Corsicana, Texas 75110 903-874-5774	Betty McCain 107 Bonner Ave Corsicana, Texas 75110 903-874-4508/903-874-3513
306	NAME ADDRESS CITY PHONE	Cathy Carter 613 W Harris Corsicana, Texas 75110 903-872-7911	Diana Robinson 621 N Spikes Rd Corsicana, Texas 75110 903-872-5082 John's Cell 654-3986

307	NAME ADDRESS CITY PHONE	Barbara Wilson 8715 SW CR 2025 Richland, TX 76681 903-362-4543	Margaret Bosley 13385 SW CR 2200 Wortham, Texas 76693
308	NAME ADDRESS CITY PHONE	Carmen Cashat 6922 SE CR 2385 Streetman, Texas 75859 903-599-3089/817-253-0541	Ruth Knight P.O. Box 216 Streetman, Texas 75859 903-599-6800
400	NAME ADDRESS CITY PHONE	Marilyn Atwood 1600 Woodcrest Ave Corsicana, Texas 75110 903-874-8673	Billie Carroll 1905 Mimosa Corsicana, Texas 75110
400A	NAME ADDRESS CITY PHONE	Linda Gober 1208 Mills Place Corsicana, Texas 75110 903-872-2237	Billie Carroll 1905 Mimosa Corsicana, Texas 75110 903-874-6068
401	NAME ADDRESS CITY PHONE	Fred Wahlenmeier 1101 Woodcastle Dr Corsicana, Texas 75110 903-872-1101	Linda Lee 3031 NW CR 1030 Corsicana, Texas 75110 903-874-6656
402	NAME ADDRESS CITY PHONE	Mary Biggers 712 Stanford Corsicana, Texas 75110 903-872-5846	Imogene Moore 1000 N 23 1/2 St Corsicana, Texas 75110 903-874-7660
403	NAME ADDRESS CITY PHONE	Ralph Dozier 301 E 3rd Blooming Grove, Texas 76626 903-695-2564/903-257-5749	Judith Saunders 401 S Walker Blooming Grove, TX 76626 903-695-2526
404	NAME ADDRESS CITY PHONE	Molly Revill 3413 N FM 639 Frost, Texas 76641 254-678-1133	David Taylor P.O. Box 205 Frost, TX 903-682-3300/309-879-2900
405	NAME ADDRESS CITY PHONE	Walter Libhart 15160 NW CR 3060 Purdon, Texas 76679 254-578-1969	Earlene Slaughter 4090 FM 709 S Corsicana, Texas 75110 903-874-3295
406	NAME ADDRESS CITY PHONE	Jackie King 8040 FM 642 Purdon, Texas 76679 903-673-1435	Dianne Summers 813 FM 642 Purdon, Texas 76679 903-673-2287/903-875-7601
Early Voting:		Shirley Armon	Erma Bartee

AFFIDAVIT SUBMITTED BY
RUBY COKER
NAVARRO COUNTY TREASURER

STATE OF TEXAS

COUNTY OF NAVARRO


Before me, the undersigned authority, on this day personally appeared the following named persons, and after being duly sworn, deposes and says: Honorable H. M. Davenport, Jr., County Judge, Honorable Kit Herrington, Commissioner Pct. #1, Honorable Faith Holt, Commissioner Pct. #2, Honorable David Warren, Commissioner Pct. #3, and Honorable James Olsen, Commissioner Pct. 4.

I, Ruby Coker, the Navarro County Treasurer, on this 27th day of July, 2009 present to the Navarro County Commissioners Court the Monthly Financial Report for the month ending on June 30, 2009 for the court to review and approve. According to the report, Navarro County had cash on hand in the amount of \$1,516,366.43. Also, other assets totaling \$8,463,261.19 are being held by the Treasurer's office. The total interest for all accounts for the month of June, 2009 was \$4,713.39. The total disbursements for the month of June, 2009 were \$2,300,912.92. This report is in compliance with section 114.026 of the Local Government Code, so therefore we hereby execute this affidavit for publication.

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

Signed and executed this 27th day of July, 2009.


H. M. Davenport Jr. - County Judge


Faith Holt - Commissioner Pct 2


James Olsen - Commissioner Pct 4


Kit Herrington - Commissioner Pct 1


David Warren - Commissioner Pct 3

SWORN AND SUBSCRIBED TO BEFORE ME, this 27th day of July, 2009 by H. M. Davenport, Jr., Kit Herrington, Faith Holt, David Warren, and James Olsen, in their official capacities as the members of the Navarro County Commissioners Court.


Sherry Dowd - Navarro County Clerk





TEXAS ASSOCIATION of COUNTIES HEALTH AND EMPLOYEE BENEFITS POOL

2009 Renewal Notice and Benefit Confirmation

Group: 66504 - Navarro County

Anniversary Date: 10/1/2009

Return to TAC by: July 30, 2009

Please initial and complete each section confirming your group's benefits and fill out the contribution schedule according to your group's funding levels.

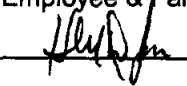
If there are any plan changes other than those listed below, or funding changes, please contact Kim Crippen at 800-456-5974.

Medical

Medical Plan: 800 RX Plan: 10/25/40 Option 4A

Your payroll deductions for medical benefits are: Pre Tax

Tier	Current Rates	New Rates Effective 10/1/2009	New Amount Employer Pays	New Amount Employee Pays	New Amount Retiree Pays (if applicable)
Employee Only:	\$463.24	\$491.96	<u>\$491.96</u>	<u>\$ -0-</u>	<u>\$491.96</u>
Employee & 1 Child:	\$629.82	\$668.86	<u>\$491.96</u>	<u>\$ 176.90</u>	<u>\$ 668.86</u>
Employee & Children:	\$829.70	\$881.14	<u>\$491.96</u>	<u>\$ 389.18</u>	<u>\$ 881.14</u>
Employee & Spouse:	\$972.78	\$1,033.10	<u>\$491.96</u>	<u>\$ 541.14</u>	<u>\$ 1,033.10</u>
Employee & Family:	\$1,260.12	\$1,338.24	<u>\$491.96</u>	<u>\$ 846.28</u>	<u>\$ 1,338.24</u>

 Initial to accept New Medical Plan Rates.



TEXAS ASSOCIATION *of* COUNTIES HEALTH AND EMPLOYEE BENEFITS POOL

Renewal Credit

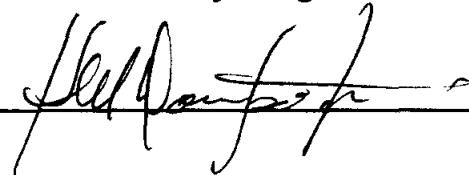
2009 – 2010 RENEWAL CREDIT CONFIRMATION Navarro County– GROUP #66504

Navarro County is eligible to receive a renewal credit* for the 2009-2010 plan year, effective on your anniversary date. Upon renewing your health plan with TAC HEBP, beginning on your effective date, each monthly bill will reflect a credit for 1/12th of the total below:

\$164,484

Please sign below indicating the Commissioners Court or Board approval to receive the renewal credit for 2009-2010.

Signature of County Judge or Contracting Authority:

 Date: 7-27-09

Navarro County, #274
Authorization to maintain TCDRS plan provisions
Plan year 2010

With respect to the participation of Navarro County in the Texas County & District Retirement System (TCDRS) for the 2010 plan year, the following order was adopted:

- 1. Navarro County makes no change in the plan provisions for non-retirees.
- * 2. With respect to benefit payments being paid to retirees or their beneficiaries, Navarro County (**check one box**):
 - does not adopt a cost-of-living adjustment (COLA).
 - adopts a ____% CPI-based COLA.

* 3. The required employer contribution rate for Plan Year 2010 will be the following:

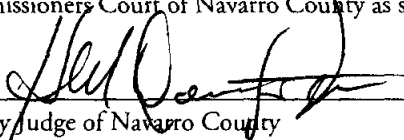
(a) Required rate without COLA:	9.20%	
(b) COLA rate:	+ <u> -0- </u>	(enter 0 if not adopting a COLA)
(c) Total required rate (a + b):	= <u> 9.20% </u>	

- * 4. Employers may elect to pay a rate greater than the **total required rate** listed above. Navarro County adopts for Plan Year 2010 (**check one box**):
 - the **total required rate** listed above.
 - add a new elected rate of _____%.

5. In the event the 2010 total required rate as set out above exceeds 11%, and if a current waiver of that limit is not on file with TCDRS, the Commissioners Court of Navarro County hereby waives the 11% limit on the rate of employer contributions and such waiver will remain effective with respect to future plan years until properly revoked by official action.

Certification

I certify that the foregoing authorization concerning the participation of Navarro County in TCDRS for Plan Year 2010 truly and accurately reflects the official action taken during a properly posted and noticed meeting on _____, 2009, by the Commissioners Court of Navarro County as such action is recorded in the official minutes.



County Judge of Navarro County

Dated: July 27, 2009

* Please fill in the required information for items 2, 3 and 4 before signing and sending this document to TCDRS.

Life - Basic

Basic Life Products:
(Rates are per thousand)

Coverage Volume - Employee: \$20,000

	Current Rates	New Rates Effective 10/1/2009	Amount Employer Pays	Amount Employee Pays
Life:	\$0.190	\$0.190	100%	0%
AD&D:	\$0.035	\$0.035	100%	0%

 Initial to accept New Basic Life Rates.

Life - Voluntary

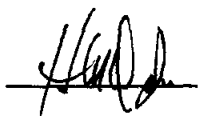
Voluntary Life Products:

Dependent Life

Retiree Term Life

Coverage Volume - Retiree: \$5,000

	Current Rates	New Rates Effective 10/1/2009	Amount Employer Pays	Amount Retiree Pays (if applicable)
	\$0.190	\$0.190	0%	100%

 Initial to confirm voluntary life products.

Retiree

Your group allows retiree coverage for:

Medical: **Pre 65**

Life: **Pre 65 / Post 65**

 Initial to confirm retiree coverage.

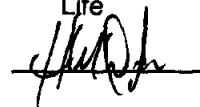
Waiting Period

Employees

Elected Officials

Medical 30 days - 1st of month following WP
Life 30 days - 1st of month following WP

30 days - 1st of month following WP
30 days - 1st of month following WP

 Initial to confirm waiting period.

Please indicate your broker / agent's name, if applicable _____

- * Rates quoted above include a discount for entering eligibility in OASys. For entities that choose not to utilize OASys an additional fee of \$2 per employee per month will be added to the monthly billing.
- * Retirees pay the same premium as active employees, regardless of age, for medical and dental.
- * Rates based upon current benefits and enrollment. A substantial change in enrollment (10% over 30 days or 30% over 90 days) may result in a change in rates.
- * Form must be received by July 30, 2009 in order to avoid additional administrative fees.
- * Signature on the following page is required to confirm and accept your group's renewal.

TAC HEBP Member Contact Designation Navarro County

Contracting Authority

As specified in the Interlocal Participation Agreement, each Member hereby designates and appoints, as indicated in the space provided below, a Contracting Authority of department head rank or above and agrees that TAC HEBP shall NOT be required to contact or provide notices to ANY OTHER person. Further, any notice to, or agreement by, a Member's Contracting Authority, with respect to service or claims hereunder, shall be binding on the Member. Each Member reserves the right to change its Contracting Authority from time to time by giving written notice to HEBP.

Name Honorable Ruby G. Coker
Title Treasurer
Address 300 West Third Avenue, Suite 17
 Corsicana, TX 75110
Phone (903) 654-3090
FAX (903) 875-3391
Email rcoker@navarrocounty.org

Primary Contact

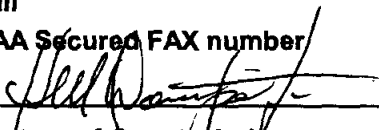
HEBP's main contact for daily matters pertaining to the health benefits.

Name Ms. Jane McCollum
Title Assistant Treasurer
Address 300 West Third Avenue, Suite 10
 Corsicana, TX 75110
Phone (903) 654-3087
FAX
Email jmccollum@navarrocounty.org

Billing Contact

Responsible for receiving all invoices relating to HEBP products and services.

Name Honorable Ruby G. Coker
Title Treasurer
Address 300 West Third Avenue, Suite 17
 Corsicana, TX 75110
Phone (903) 654-3090
FAX (903) 875-3391
Email rcoker@navarrocounty.org
HIPAA Secured FAX number


 Signature of County Judge Date: 7-27-09

H.M. DAVENPORT, Jr., Navarro Co. Judge
 Please PRINT Name and Title

The Texas Association of Counties would like to thank you for your membership in the only all county-owned and county directed Health and Benefits Pool in Texas.

NAVARRO COUNTY, TEXAS
QUARTERLY INVESTMENT REPORT
For the Quarter Ended March 31, 2009

FUND	BALANCE 12/31/2008	INTEREST EARNED	DEPOSITS	WITHDRAWALS	BALANCE 03/31/2009	NET CHANGE
Investments held with TexPool:						
Operating Funds	3,349,693.09	12,765.01	12,074,510.00	6,132,857.97	9,304,110.13	5,954,417.04
Designated County Funds	404,002.35	757.09	28,400.00	10,100.00	423,059.44	19,057.09
State Funds	690,862.86	1,255.72	292,400.00	252,900.00	731,618.58	40,755.72
Agency Funds	948,462.09	1,724.63	27,000.00	32,900.00	944,286.72	(4,175.37)
TOTAL	5,393,020.39	16,502.45	12,422,310.00	6,428,757.97	11,403,074.87	6,010,054.48

Quarter to Date Interest Earned:


Bank Accounts	\$	4,440.40
TexPool Invesments		16,502.45
Total Interest Earned	\$	20,942.85

TexPool Interest Rate at 03/31/2009: 0.5524%

TexPool Net Asset Value at 03/31/2009: \$ 1.00044

Submitted July 27, 2009 in compliance with *Texas Government Code* Section 2256.023 and the Navarro County Investment Policy.


 Kathy Hollomon, County Auditor


 Ruby Coker - County Treasurer

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NAVARRO COUNTY, TEXAS
QUARTERLY INVESTMENT REPORT
For the Quarter Ended June 30, 2009

FUND	BALANCE 03/31/2008	INTEREST EARNED	DEPOSITS	WITHDRAWALS	BALANCE 06/30/2008	NET CHANGE
Investments held with TexPool:						
Operating Funds	9,304,110.13	9,073.26	3,323,950.00	5,977,198.10	6,659,935.29	(2,644,174.84)
Designated County Funds	423,059.44	456.02	-	5,200.00	418,315.46	(4,743.98)
State Funds	731,618.58	772.89	262,350.00	247,675.00	747,066.47	15,447.89
Agency Funds	944,286.72	1,024.95	31,465.00	72,150.63	904,626.04	(39,660.68)
TOTAL	11,403,074.87	11,327.12	3,617,765.00	6,302,223.73	8,729,943.26	(2,673,131.61)

Quarter to Date Interest Earned:

Bank Accounts	\$	4,579.27
TexPool Investments		<u>11,327.12</u>
Total Interest Earned	\$	<u>15,906.39</u>

TexPool Interest Rate at 06/30/2009: 0.3209%

TexPool Net Asset Value at 06/30/2009: \$ 1.00056

Submitted July 27, 2009 in compliance with *Texas Government Code* Section 2256.023 and the Navarro County Investment Policy.



 Kathy Hollomon, County Auditor



 Ruby Coker - County Treasurer

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**Navarro County Commissioners' Court
Policy & Procedures**

CELLULAR TELEPHONE POLICY

BACKGROUND

Navarro County Commissioners' Court approved a policy June 22, 2009 to grant authorized County Officials and employees a monthly cellular telephone allowance, when having a cell phone is a requirement of their job. It is the responsibility of the Department Head to determine if a cell phone is required and authorize the allowance. Allowances will be paid in one of two amounts, \$50.00 or \$85.00 per month. No payment will be made by the County to add, replace or maintain any cellular phone, software and/or peripheral equipment, nor to pay any monthly cell phone plan fees. ~~Navarro County will not be responsible for any cellular account and/or associated data service established to provide computer access (Air Cards, etc.).~~

The cellular telephone allowance is processed through the Navarro County Treasurer's Office (payroll) and is subject to standard payroll withholdings in accordance with IRS Publication 15-B. Cell phone allowances do not constitute an increase in base pay and will not be included in any percentage calculations for increase base. Payments will be equally divided among Navarro County's designated 24 pay periods. No retroactive payments will be made.

Employees are responsible for reporting of their personal tax deductions. Refer to IRS Publication 15.

Basic Allowance

Employees whose job has been approved and budgeted for a cellular telephone allowance will receive an allowance not to exceed **\$50.00** per month, so that they can obtain and maintain their own cell phone plans.

Expanded Allowance

Elected Officials or Appointed Officials, who require expanded cell phone services beyond voice, will receive an allowance not to exceed **\$85.00** per month, so that they can obtain and maintain their own cell phone plans.

An allowance is only applicable when the employee has a regular monthly-billed cellular account established in their name. Pre-paid cellular accounts and accounts in a spouse's name do not qualify for an allowance.

JUSTIFICATION OF ALLOWANCE

Departments should review employees' job functions in order to justify establishment of cellular telephone allowances. An employee who is eligible for cellular telephone allowance must be a regular full-time employee in a position for which a clearly defined business need has been determined by department management. Allowance requests are submitted and deducted in accordance with Local Government Code Chapter 155 (5): Deductions from Compensation of County Employees; the Commissioners court, on request of the county employee, may authorize a payroll deduction to be made.

The Department Head must submit each new cellular telephone allowance or increase in allowance for review and approval by the Commissioner's Court. Removal of allowances does not require Commissioners Court approval. Permanent deletions of allowances must be submitted in writing to the Treasurer's Office for payroll corrections.

Cellular contract termination fees (if assessed by service provider) will not be paid or reimbursed by the County. This includes employees who are terminated, quit, transfer to another office or department, or are moved into another position not requiring use of a cellular phone.

PURPOSE

To prescribe the procedure for providing approved employees with cellular telephone allowances.

PROCEDURE

COUNTY DEPARTMENT HEAD OR ELECTED OFFICIAL:

- 1) Determines the potential need for an employee to utilize a cellular telephone for county business purposes.
- 2) Reviews the employee's job function to verify justification of request for a cellular telephone allowance.
- 3) If it is determined that the employee should receive a cellular telephone allowance:
 - Determines the appropriate monthly allowance amount based upon job responsibilities, not to exceed the Commissioners Court approved maximum of \$85.
 - Reviews the department's budget to ensure funds are available for the allowance and performs budgetary transfers, if necessary.
 - Completes the Cellular Phone Allowance Authorization form. Forms must be signed by both the Employee and the Department Head.
 - Sends the form to the County Commissioners' office, and a copy to the Treasurers office, for placement on the Commissioners Court Agenda.
 - Upon approval by Commissioners Court, sends the Treasurer's office (payroll) a copy of the Court approval. No allowance will be established without validation of cellular account number and billing in employee name.
- 4) Maintains a listing of valid cellular phone numbers and ensures that the numbers and names of department employees receiving an allowance agrees with those approved by Commissioners' Court.
- 5) Immediately notifies the Treasurer's Office (payroll) in writing upon determination that an employee should no longer receive a cellular telephone allowance. The Treasurer's Office (payroll) shall promptly perform necessary input to remove the employee's cellular telephone allowance.

Cancellation of an employee's allowance due to an extended absence is at the Department Head's discretion.

Note: Cellular contract termination fees (if assessed by service provider) will not be paid or reimbursed by the county.

Note: Department heads must inform employees receiving an allowance that it is necessary to retain copies of cellular bills for periodic Auditor/Treasurer Department verification. The billing must be in the name of the employee receiving the allowance.

COMMISSIONERS COURT

- 1) Receives department requests for additions or deletions of cellular telephone allowances.
- 2) Approves or rejects each department request.

COUNTY AUDITOR AND COUNTY TREASURER'S OFFICE (Payroll)

- 1) Receives properly approved Cellular Phone Allowance Authorization and performs the necessary input to establish the employee's approved cellular telephone allowance.
- 2) Verifies periodically that the number and amounts of cellular allowances paid to employees agrees with those on departmental records.
- 3) Contacts the department as necessary to resolve any discrepancies.
- 4) Retains the approved forms in the Treasurer's department files (payroll files).

TRANSITION OF EXISTING SERVICE

PURPOSE

To prescribe the procedure for transitioning Navarro County employees from County paid cellular telephone service to an allowance so that they can obtain their own service.

Employees with Existing Service

Department heads must prepare a Cellular Phone Authorization form for each employee currently using cellular service billed to Navarro County, if they feel the employee qualifies for an allowance. The form, along with justification of the need for a cellular phone, must be presented to the Court for approval. If the Court approves the request, the employee may have the billing for the existing service transferred into their name. It will be the responsibility of the employee to contact Hawk Electronics and change the service into their name within 30 calendar days of court approval. If validation of the change is not received, the existing Navarro County account will be disconnected on the 31st calendar day or the first workday thereafter. The allowance will not be established until billing in the employee's name is validated.

The telephone and any other associated equipment purchased by the County must be returned to the Auditor's Office if and when it is replaced, unless it is turned in for an upgrade.

If an employee chooses to use their personal cellular account rather than transferring a Navarro County number, they may do so. A copy of the bill face showing the account number and billing in the name of the employee should accompany the Cellular Phone

Allowance Authorization form. Upon approval of the Court, the allowance will be established and the existing Navarro County number will be disconnected. Navarro County equipment must be returned to the Auditor's Office.

All accounts must be removed from the Navarro County Hawk Electronics accounts prior to September 30, 2009. No money will be budgeted for payment of these accounts in the 2010 fiscal year budget. Department Heads are responsible for budgeting of cellular allowances and all payroll withholdings. Cellular allowances are subject to workers compensation and unemployment appropriations.

Any cellular telephone that is not changed to an employee name or replaced by a personal account will be disconnected no later than September 30, 2009.

SAFETY

Employees whose job responsibilities include regular or occasional driving and who use a cell phone for work-related business are expected to refrain from using their phone while driving. Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, employees are strongly encouraged to pull off to the side of the road and safely stop the vehicle before placing or accepting a call. Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions.

CELLULAR PHONE ALLOWANCE AUTHORIZATION

NAME: _____

DEPARTMENT: _____

JOB TITLE: _____

JUSTIFICATION FOR ALLOWANCE:

DATE APPROVED/DECLINED IN COURT: _____

EFFECTIVE DATE: _____

AMOUNT: _____

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: _____

INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN

NAVARRO COUNTY, TEXAS

AND

NORTH TEXAS HIDTA

AND

CONNIE McCRARY

THIS AGREEMENT is entered into by and between Navarro County, the North Texas High Intensity Drug Trafficking Area, and CONNIE McCRARY ("the Contractor").

1. Independent Contractor. Subject to the terms and conditions of this Agreement, Navarro County hereby engages the Contractor as an independent contractor to perform the services set forth herein with North Texas HIDTA, and the Contractor hereby accepts such engagement.
2. Duties, Terms, and Compensation. The Contractor's duties, term of engagement, compensation and provision for payment thereof shall be set forth in and attached as Exhibit A and Exhibit B, which may be amended in writing from time to time.
3. Expenses. During the term of this Agreement, the Contractor shall timely bill and Navarro County shall reimburse only approved, specified expenses, which are incurred in connection with the performance of the duties hereunder.
4. Written Reports. The contractor shall provide progress reports and a final results report upon request from Navarro County.
5. Termination. 1) Navarro County may immediately terminate this Agreement for cause at any time by written notice. 2) Termination will be effective upon delivery of written notice. 3) Either party may terminate this Agreement with or without cause at any time by 30 days written notice. At the termination of this Agreement, the Contractor shall receive as his/her sole compensation payment for services actually performed in accordance with the payment provision in Exhibit A hereof plus any expenses to which he/she is due and owing at the time of the termination.

6. **Independent Contractor.** This Agreement shall not render the Contractor an employee, partner, agent of, or representative of Navarro County, or any participating agency with the NT HIDTA for any purpose. The Contractor is and will remain an independent contractor in his/her relationship to Navarro County and the NT HIDTA. The NT HIDTA and Navarro County shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. NT HIDTA and Navarro County are not responsible for nor will they otherwise provide retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
7. **Choice of Law.** The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
8. **Arbitration.** Notwithstanding anything to the contrary contained in this Agreement, each party hereby agrees that no claim or dispute between Navarro County and the Contractor arising out of, or relating to this Agreement shall be decided by any arbitration proceeding including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Section 1-14) or any applicable state arbitration statute, provided that in the event that Navarro County is subject to an arbitration proceeding, notwithstanding this provision, the Contractor consents to be joined in the arbitration proceeding if the Contractor's presence is required or requested by Navarro County for complete relief to be accorded in the arbitration proceedings.
9. **Remedies.** No remedies or rights herein conferred upon the parties are intended to be exclusive of any remedy or right provided by law, but each shall be cumulative and shall be in addition to every other remedy or right given hereunder or now or thereafter existing at law or in equity.
10. **Headings.** Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.
11. **Waiver.** Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.
12. **Assignment.** Neither the Contractor nor Navarro County shall sell, assign, or transfer any rights or obligations under this Agreement in whole or in part without prior written consent of the other party.
13. **Notices.** Any and all notices, demands, or other communication required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if

deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice of demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to the Contractor:

If to Navarro County: Kathy B. Hollomon
Navarro County Auditor
Navarro County Courthouse
300 W. 3rd Avenue
Corsicana, Texas 75110

If to the NT HIDTA: North Texas HIDTA Executive Board
8404 Esters Blvd., Suite 100
Irving, Texas 75063

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

14. Indemnification. Contractor agrees to indemnify, defend and hold harmless all the NT HIDTA participating agencies and their respective officials, employees, agents, contractors, successors and assignees, in either their official or individual capacities, from and against any and all liabilities, claims, demands, damages, actions, losses or costs (including any costs incurred by attorneys representing any of them) arising out or any breach of this Agreement or performance of services hereunder and caused by and/or resulting from the negligence or willful misconduct of the Contractor.
15. Release. Contractor does hereby release, acquit and forever discharge Navarro County, NT HIDTA and the Executive Board, collectively referred to in this paragraph as NT HIDTA of any and all debts, damages, claims, causes of action, suit, liabilities, and demands of whatever nature which Contractor might now have or that might subsequently accrue by reason of any matter arising out of any related work performance of this position and particularly growing out of or in any way connected, directly with the provisions of this Agreement.
16. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

- 17. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understanding, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
- 18. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.
- 19. Miscellaneous Provisions:
 - a. This Agreement shall not bestow any rights upon any third party but rather shall bind and benefit the Contractor and Navarro County only.
 - b. Failure of either party to insist on the strict performance of any of the agreement herein or to exercise any right or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by all appropriate remedies.
 - c. The officer executing this Agreement on behalf of the parties hereby confirms that such officers have full authority to execute this Agreement and to bind the party he/she represents.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year written below. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Navarro County

North Texas HIDTA Director

By: _____
H.M. Davenport

By: 
Lance Sumpter

Date: _____

Date: 7/22/09

Contractor:


CONNIE MCCRARY

Date: 7/22/09

**EXHIBIT A
 DUTIES, TERMS AND COMPENSATION
 FOR THE POSITION OF INTELLIGENCE ANALYST/IT ASSISTANT
 WITH NORTH TEXAS HIDTA**

1. **DUTIES:** The Regional Intelligence Support Center Supervisor will provide the day to day supervision for the contractor and the North Texas HIDTA Director will evaluate the overall performance of the Contractor. The daily duties of the contractor will include but not be limited to:
 - a. Perform preliminary research and analysis of raw data from field reports and other sources to be used in conjunction with the initiation and development of major investigations.
 - b. Select, abstract, or excerpt data from specific intel sources and case files, then compile information.
 - c. Prepare organized presentation of research results.
 - d. Collate data from case files and various reporting sources.
 - e. Identify trafficker associations and overt acts.
 - f. Maintain working-level relationships with law enforcement counterparts in other intelligence activities to exchange pertinent information.
 - g. Render support to investigations including, but not restricted to, network analysis, financial analysis, telephone toll analysis, document analysis, and event analysis.
 - h. Operate computer databases and software including Microsoft Word, Excel, Power Point, Pen Link, Analyst Notebook, RAID, and other programs necessary for analytical and case support.
 - i. Offer opinions and provide investigative leads based on intelligence analysis.
 - j. Obtain and integrate information into a cohesive case file.
 - k. Target/identify crimes and crime trends.
 - l. Identify criminals through the use of education and information assessment.
 - m. Provide support for prosecution of cases in court.
 - n. Provide support to investigators involved in long-term complex case Investigation.
 - o. Intelligence analysis production (narratives, summaries, reports, etc., based on intel analysis).
 - p. Graphics production (link charts, association matrices, and court presentation products).
 - q. Post-seizure analysis (information gathered as a result of an arrest or seizure which aids in case development and lead generation).
 - r. Receive requests for event and subject "deconfliction" and perform necessary data base checks in the Watch Center.
 - s. Assist with other research and analytical assignments as directed by NT HIDTA supervision.

- 2. **TERM:** This engagement shall commence on 8/1/2009 and shall continue in full force and effect until December 31, 2009. The Agreement will be reviewed and renewed annually (subject to the contingency set forth below and acceptable performance by the Contractor) or to any changes agreed to in writing by both parties.

- 3. **CONTINGENCY:** Notwithstanding anything to the contrary in paragraph 2 above, this Agreement will not be renewed or be effective for any term exceeding the initial Term described above unless Navarro County receives grant funding for North Texas HIDTA for the fiscal year in which the renewal or extended term falls.

- 4. **COMPENSATION:**
 - a. **Wages:** Navarro County, upon recommendation of the Director, North Texas HIDTA, shall authorize payment to the Contractor for services provided by the Contractor for the term of this Agreement. Payment will consist of an annual sum equivalent to a GS 7 step 2 on the approved 2009 Federal GS pay scale for the Dallas-Fort Worth locality, plus a 25% allowance for fringe benefits to be paid in equal installments. Overtime will not be authorized.
 - b. **Expenses:** Contractor will be reimbursed by Navarro County for approved North Texas HIDTA related travel and training, as detailed in the Navarro County Policies and Procedures Guide.
 - c. **Time off:** Contractor will be entitled to 9 personal days, per year, and all Federal Holidays. Personal days will be reported and tracked by the North Texas HIDTA Director. Personal days not used by December 31st are not eligible to be rolled over at the end of this agreement. Personal days used will be approved in advance. All other time off from regular scheduled workdays will be Leave Without Pay (LWOP) and must be approved in advance.

- 5. **RESPONSIBILITIES OF NAVARRO COUNTY:** As the fiscal agent for the North Texas HIDTA, Navarro County has been designated by the NT HIDTA Executive Board to administer the cooperative agreement contract between ONDCP by supplying the ONDCP the proper documentation regarding any payment due to the Contractor and disbursing such funds to the Contractor. Payment by Navarro County to the Contractor does not create any special employment relationship and is not to be construed in any way to alter the Contractor's status.



Exhibit B**County Of Navarro, Texas****CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION
AND OTHER
RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS;
FEDERAL
DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING
REGULATIONS**

In this certification "contractor" refers to both contractor and subcontractor, "contract" refers to both contract and subcontract.

General Requirements

The County of Navarro, Texas is required to obtain from all contractors, which receive federal funds or federal pass-through funds, certifications regarding, lobbying, federal debt status, debarment and suspension, and a drug free workplace. Institutional applicants are required to certify that they will comply with the nondiscrimination statutes and implementing regulations.

Contractors should refer to the regulations cited below to determine the certifications to which they are required to attest. Signature of the form provides for compliance with certification requirements under 21 CFR part 1405, "New Restrictions on Lobbying," 21 CFR part 1414, Government wide Debarment and Suspension (Non-procurement), Certification Regarding Federal Debt Status (OMB Circular A-129), and Certification Regarding the Nondiscrimination Statutes and Implementing Regulations. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the County of Navarro enters into contracts in which contractors receive federal funds.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented in 21 CFR part 1405, for persons entering into a cooperative agreement over \$100,000, as defined at 21 CFR Part 1405, the contractor certifies that;

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement,

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete

and submit Standard Form -LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award document for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension and implemented at 21 CFR Part 1404, for prospective participants in primary covered transactions

A. The contractor certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or and a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public transaction violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to the application.

3. DRUG-FREE WORKPLACE

As required, by the Drug Free Workplace Act of 1988, and implemented at 21 CFR Part 1404 Subpart F.

A. The contractor certifies that it will or will continue to provide a drug free workplace by:

(a). Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the

actions that will be taken against employees for violations of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The applicant's policy of maintaining a drug free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a)

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee must

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convictions. Employers of convicted employees must provide notice including position title, to: The County of Navarro, Texas, 300 West 3rd Avenue, Corsicana, Texas 75110. Notice shall include the identification number of each affected grant.

(f) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State, or local health, law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

4. CERTIFICATION REGARDING FEDERAL DEBT STATUS (OMB Circular

A-i 29)

The contractor certifies to the best of its knowledge and belief, that it is not delinquent in the repayment of any federal debt.

5. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

The contractor certifies that it will comply with the following nondiscrimination statutes and their implementing regulations: (a) title VI of the Civil right Act of 1964 (42 U.S.C. 2000D et seq.) which provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance; (b) Section 504 of the rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance; (c) title IX of the Education Amendments of 1972m as amended (20 U.S.C. 1981 et seq.) which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance; and (d) the Age Discrimination Act of 1975, and amended (42 U.S.C. 6101 ec seq.) which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance, except that actions which reasonably take age into account as a factor necessary for the normal operation or achievement of any statutory objective of the project or activity shall not violate this statute.

CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; FEDERAL DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING REGULATIONS

The contractor/s certifies, by signing below, that they are in compliance with the applicable requirements listed above; and that they shall notify Navarro County of any changes that affect this certification.

Connie McCrary
Business Name

7/22/09
Date

Connie McCrary
Printed Name

Connie McCrary
Signature

919



Lease Agreement

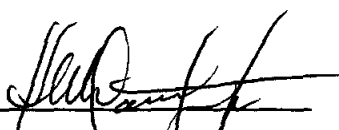

Customer: COUNTY OF NAVARRO
 Bill To: COUNTY CLERKS OFFICE
 300 W 3rd Ave
 Corsicana, TX 75110-4672

Customer: COUNTY OF NAVARRO
 Install: COUNTY CLERKS OFFICE
 1st Floor
 300 W 3rd Ave
 Corsicana, TX 75110-4672

Negotiated Contract : 071710902

Solution		Agreement Information	Requested Install Date
Item	Product Description		
1. W5655T (W5655 COPIER/4T) S/N WTD710345	- Adding - Copy/prnt/scan Upg	Lease Term: 27 months Purchase Option: FMV This agreement modifies the current Xerox Agreement 951746106 for W5655T S/N WTD710345. Additional monthly cost: \$128.76	8/12/2009

Monthly Pricing					
Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. W5655T	\$485.56	1: Total	All Prints	N/A	- Consumable Supplies Included for all prints
Total	\$485.56	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature	
<p>Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.</p> <p>Signer: _____ Phone: (903)654-3095</p> <p>Signature:  Date: _____</p>	<p>Thank You for your business!</p> <p>This Agreement is proudly presented by Xerox and</p> <p>Peggy Rush (903)675-3464</p> <p>For information on your Xerox Account, go to www.xerox.com/AccountManagement</p> 

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Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

2. MODIFICATION OF PRIOR AGREEMENT. This Agreement modifies a prior agreement between you and Xerox for the Products identified as "Modifies Prior Agreement". The prior agreement will remain in effect except that any terms in this Agreement that conflict with or are additive to the prior agreement will control. You may be charged a one-time administrative/processing fee for the modification of a prior agreement.

GENERAL TERMS & CONDITIONS:

3. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data shall be transmitted in a secure manner specified by Xerox. The automatic data transmission capability will not allow Xerox to read, view or download the content of any Customer documents residing on or passing through the Equipment or Customer's information management systems.