

NAVARRO COUNTY COMMISSIONER'S COURT

A REGULAR MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON MONDAY THE, 11TH DAY OF JANUARY, 2010 AT 10:00 A.M., IN THE COURTROOM OF THE NAVARRO COUNTY COURTHOUSE, CORSICANA, TEXAS. PRESIDING JUDGE HM DAVENPORT, COMMISSIONERS PRESENT KIT HERRINGTON, FAITH HOLT, DAVID WARREN, AND JAMES OLSEN

1. 10: A.M. MOTION TO CONVENE BY HERRINGTON SEC BY HOLT
ALL VOTED AYE MOTION CARRIED
2. OPENING PRAYER BY COMMISSIONER OLSEN
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENTS- BARNEY THOMAS #7 BEER ELECTION IN EUREKA
BRUCE HOWARD-GLAD THEY ARE GO TO GET WORKING ON SW CR 2240 AND THEY ARE HAVING A MEETING TO EXPLAIN ISO RATING INFO

CONSENT AGENDA

MOTION TO APPROVE CONSENT AGENDA ITEMS 5 & 6 BY WARREN SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED

5. APPROVE THE MINUTES FROM THE PREVIOUS MEETING OF DECEMBER 23RD, 2009
6. APPROVE AND PAY BILLS AS SUBMITTED BY COUNTY AUDITOR

REGULAR AGENDA

7. MOTION TO APPROVE ORDERING LOCAL OPTION LIQUOR ELECTION FOR THE CITY OF EUREKA BY HOLT SEC BY JUDGE DAVENPORT
3 VOTED AYE 1 VOTE NO MOTION CARRIED **TO WIT PG 469**
8. PUBLIC HEARING TO CONSIDER THE REQUEST FOR A REPLAT OF LOTS 51 OF NORTH PARK PHASE III BY OSVALDO LOPEZ, PCT. 1
9. MOTION TO APPROVE REPLAT OF LOT 51 OF NORTH PARK PHASE III BY OSVALDO LOPEZ, PCT 1 BY HERRINGTON SEC BY OLSEN

ALL VOTED AYE MOTION CARRIED

10. MOTION TO APPROVE RESOLUTION/COURT ORDER REGARDING THE 100 YEAR FLOOD PLAIN AROUND RICHLAND CHAMBERS LAKE BY OLSEN SEC BY WARREN **TO WIT PG 471**
ALL VOTED AYE MOTION CARRIED
11. MOTION TO APPROVE REPLAT FOR DAVID AND LESLIE WRIGHT. THIS IS A REPLAT OF LOTS 599 AND 600 OF THE SHORES ON RICHLAND CHAMBERS PHASE 10, PCT2 BY HOLT SEC BY WARREN
ALL VOTED AYE MOTION CARRIED
12. STRIKE TO APPROVE A SPECIAL USE PERMIT #09-411 FOR ORVAL AND DONNA BOATMAN. THIS REQUEST IS FOR A STORAGE BUILDING WITH A VARIANCE FOR SIZE. THIS PROPERTY IS LOCATED ON LOT 37 OF MATTIE CASTON SHORES PHASE III, PCT.2
13. MOTION TO APPROVE TECHNOLOGY FEE FOR THE COUNTY CLERK BY HERRINGTON SEC BY WARREN
ALL VOTED AYE MOTION CARRIED
14. MOTION TO APPROVE TAX REPORT BY RUSSELL HUDSON BY OLSEN SEC BY WARREN **TO WIT PG 473-477**
ALL VOTED AYE MOTION CARRIED
15. MOTION TO APPROVE PROCLAMATION BY COMMISSIONERS COURT BY HOLT SEC BY OLSEN **TO WIT PG 478**
ALL VOTED AYE MOTION CARRIED
16. MOTION TO APPROVE AUTHORIZING THE AUDITOR TO GO OUT FOR BIDS ON SECR 2240 FOR REBUILDING OF THE ROAD, PCT 2 BY HOLT SEC BY WARREN
ALL VOTED AYE MOTION CARRIED
17. MOTION TO APPROVE THE PURCHASE OF A JOHN DEERE 310 SJ BACKHOE FOR PRECINCT 4 BY OLSEN SEC BY WARREN
ALL VOTED AYE MOTION CARRIED
18. MOTION TO APPROVE 2010 MEMORANDUM OF AGREEMENT BETWEEN THE NORTH TEXAS HIDTA EXECUTIVE BOARD, NAVARRO COUNTY, TEXAS AND LANCE SUMPTER, DIRECTOR BY HERRINGTON SEC BY HOLT **TO WIT PG 479-487**
ALL VOTED AYE MOTION CARRIED

- 19. MOTION TO APPROVE FY 2010 INTERLOCAL AGREEMENT BETWEEN NAVARRO COUNTY AND THE NORTH TEXAS HIDTA EXECUTIVE COMMITTEE/DIRECTOR FOR FEDERAL PROGRAM ADMINISTRATION BY OLSEN SEC BY HOLT **TO WIT PG 488-489**
ALL VOTED AYE MOTION CARRIED
- 20. MOTION TO ADJOURN BY HOLT SESC BY WARREN
ALL VOTED AYE MOTION CARRIED

THESE MINUTES ARE HEREBY APPROVED THIS 25 DAY OF JANUARY 2010.

JUDGE HM DAVENPORT [Signature]

COMR.PCT.1 KIT HERRINGTON [Signature]

COMR.PCT.2 FAITH HOLT [Signature]

COMR.PCT.3 DAVID "BUTCH" WARREN [Signature]

COMR.PCT.4 JAMES OLSEN [Signature]

I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR JANUARY 11 TH , 2010.

SIGNED 25 DAY OF JANUARY, 2010.

[Signature]
SHERRY DOWD, COUNTY CLERK



**ORDER TO CALL LOCAL OPTION ELECTION
(ORDEN PARA ELECCION DE OPCION LOCAL)**

On this the 11th day of January, 2010, the Commissioners' Court of the County of Navarro, Texas, convened in regular session open to the public.

(En este el dia 11, de enero, del 2010, la Corte de los comisionados del Condado de Navarro, Texas, se convoco en session reglar abierta publico)

The proper petitions serially numbered were timely filed with the Elections Administrator and it is therefore ordered by the Commissioners Court of Navarro County:

(Las peticiones apropiadas enumeradas en serie se registraron a tiempo con el Administrador de Eleccion de esta Corte y asi se ordeno por la Corte de Comisionados del Condado de Navarro)

That a Local Option Election be held on the 8th day of May, 2010 from 7:00 a.m. to 7:00 p.m. for the registered voters of the City of Eureka to determine the following issue:

(Que una Eleccion de Opcion Local se llevara a cabo el dia 8 de mayo del 2010 de las 7:00 a.m. hast alas 7:00 p.m. para los votantes registrados de las Ciudad de Eureka para determiner el asunto siguiente)

**FOR "THE LEGAL SALE OF ALL ALCOHOLIC
(A FAVOR) BEVERAGES FOR OFF PREMISE CONSUMPTION
ONLY"**

**AGAINST "LA VENTA LEGA DE TODOS BEBIDAS ALCOHOLICAS DE
(EN CONTRA) OFF PERMISA CONSUMO UNICAMENTE"**

Early voting by personal appearance will be conducted each weekday at: Mildred Junior High School.

(la votacion adelamada en persona se llevara a cabo cada dia de la semana en la: Mildred Junior High School.

Voting will be conducted on the following dates and times:

(La votacion se llevara a cabo las fechas y las horas siguientes)

Monday, April 26, 2010 through Tuesday, May 4, 2010.

(del lunes, el 26 de abril de 2010 hasta el martes el 4 de mayo, 2010)

During the hours of 8:00 a.m. until 3:30 p.m.

(duarante las horas de las 8:00 a.m. hast alas 3:30 p.m.)

Also with extended hours on April 26, 2010 and May 3, 2010 hours from 7:00 a.m. until 7:00 p.m.

(También con horario extendido el 26 de abril de 2010 y 3 de mayo 2010 horas a partir de las 7:00 a.m. hasta las 7:00 p.m.)

Election Day voting will be conducted on May 8, 2010 at Mildred Junior High School.

(Elección de la jornada electoral se llevará a cabo el 8 de mayo de 2010 a Mildred Junior High School.)

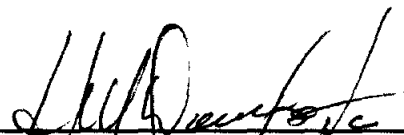
Applications for ballots by mail shall be mailed to:

(Las solicitudes de boletas por correo deberán enviarse a)

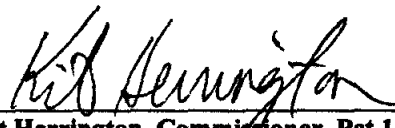
Danda Parker
Navarro County
Elections Administrator
P.O. Box 1018
Corsicana, TX 75151

Application for ballots by mail must be received no later than the close of business day on April 30, 2010
(Solicitud de voto por correo deberán recibirse a más tardar al cierre del día hábil en el 30 de abril 2010)

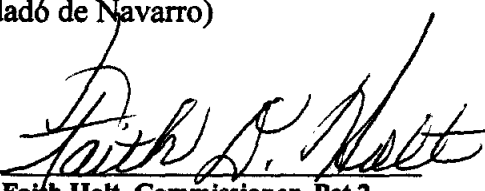
Issued this the 11th day of January, 2010
(Emitido este día 11 de enero 2010)



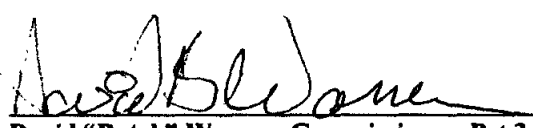
H. M. Davenport, Jr (juez del condado)
Navarro County Judge (Candado de Navarro)




Kit Herrington, Commissioner, Pct 1
(Kit Herrington, comisionado, Pct 1)



Faith Holt, Commissioner, Pct 2
(Faith Holt, comisionado, Pct 2)



David "Butch" Warren, Commissioner, Pct 3
(David "Butch" Warren, comisionado, Pct 3)



James Olsen, Commissioner, Pct 4
(James Olsen, comisionado, Pct 4)

COURT ORDER

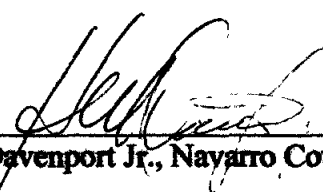
WHEREAS, Navarro County Commissioners Court is charged with administering the National Flood Insurance Program for Navarro County; and

WHEREAS, The Federal Emergency Management Agency has not conducted a study for the National Flood Insurance Program to determine the 100 year flood elevation at Richland Chambers Reservoir; and

WHEREAS, the Reservoir is owned and operated by Tarrant Regional Water District and Tarrant Regional Water District has established 318 ft. msl as the 100 year flood elevation; NOW THEREFORE,

BE IT RESOLVED, that Navarro County Commissioners Court adopt 318 ft. msl as the base flood elevation for all land located and falling within the area bounded by the shoreline of the Richland Chambers Reservoir at its normal pool elevation of 315 ft. msl and a line 2,000 ft. from and following along said shoreline.

Adopted this the 11 day of Jan. 2010.



H.M. Davenport Jr., Navarro County Judge

ATTEST:



Sherry Dowd, Navarro County Clerk



March 9, 2009

To Whom It May Concern:

Re: The 100 year flood elevation at Richland Chambers Reservoir

The Navarro County commissioners Court is charged with administering the National Flood Insurance Program for Navarro County. Richland Chambers Reservoir is owned and operated by Tarrant Regional Water District and Tarrant Regional Water District has established 318 ft. msl as the 100-year flood elevation. Navarro County Commissioners Court uses 318 ft. msl as the base flood elevation for all land located and falling within the area bounded by the shoreline of the Richland Chambers Reservoir at its normal pool elevation of 315 ft. msl and a line 2,000 ft. from and following along said shoreline. Navarro County does not issue building permits below the 320 ft. msl elevation.

Please feel free to call me if you have any questions or need additional information,

Sincerely,

Vicki Stoecklein, Director
Planning and Development
Floodplain Administrator

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

FILED FOR RECORD
AT _____ O'CLOCK _____ M.

JAN 08 2010

SHERRY DOWD
COUNTY CLERK NAVARRO COUNTY, TEXAS
BY _____ DEPUTY

TOTAL PAGES INCLUDING COVER SHEET 5

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING DECEMBER 2009

474

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
NAVARRO COUNTY								LEVY
CURRENT	3,775,524.03		17.64	3,775,541.67	18,882.04	3,756,659.63		15,513,534.57
DELINQUENT	20,264.65		9,800.82	30,065.47	2,551.64	27,513.83	7,982.33	%
TOTAL	3,795,788.68	-	9,818.46	3,805,607.14	21,433.68	3,784,173.46	7,982.33	24.34%
NAVARRO COLLEGE								LEVY
CURRENT	734,944.66			734,944.66	3,674.72	731,269.94		3,013,737.80
DELINQUENT	4,301.14	-	2,105.35	6,406.49	547.85	5,858.64	1,679.93	%
TOTAL	739,245.80	-	2,105.35	741,351.15	4,222.57	737,128.58	1,679.93	24.39%
CITY OF RICE								LEVY
CURRENT	17,763.03	-		17,763.03	88.81	17,674.22		111,678.45
DELINQUENT	26.85		8.47	35.32	2.25	33.07	7.07	%
TOTAL	17,789.88	-	8.47	17,798.35	91.06	17,707.29	7.07	15.91%
CITY OF KERENS								LEVY
CURRENT	28,354.45	285.95		28,068.50	140.37	27,928.13		244,872.02
DELINQUENT	1,787.87	-	630.16	2,418.03	166.48	2,251.55	483.53	%
TOTAL	30,142.32	285.95	630.16	30,486.53	306.85	30,179.68	483.53	11.70%
CITY OF CORSICANA								LEVY
CURRENT	1,664,994.81	-		1,664,994.81	8,324.96	1,656,669.85		7,513,503.60
DELINQUENT	8,117.07	-	2,597.05	10,714.12	689.93	10,024.19	2,057.76	%
TOTAL	1,673,111.88	-	2,597.05	1,675,708.93	9,014.89	1,666,694.04	2,057.76	22.16%

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING DECEMBER 2009

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
CITY OF BARRY								LEVY
CURRENT	3,435.72			3,435.72	17.17	3,418.55		15,241.67
DELINQUENT				-		-		%
TOTAL	3,435.72	-	-	3,435.72	17.17	3,418.55	-	22.54%
CITY OF EMHOUSE								LEVY
CURRENT	1,786.03	-		1,786.03	8.93	1,777.10		8,598.91
DELINQUENT	59.64		13.72	73.36	3.73	69.63	14.67	%
TOTAL	1,845.67	-	13.72	1,859.39	12.66	1,846.73	14.67	20.77%
CITY OF RICHLAND								LEVY
CURRENT	1,603.42	-		1,603.42	8.03	1,595.39		14,105.26
DELINQUENT	19.48		15.16	34.64	3.89	30.75	5.99	%
TOTAL	1,622.90	-	15.16	1,638.06	11.92	1,626.14	5.99	11.37%
CITY OF GOODLOW								LEVY
CURRENT	350.32	-		350.32	1.75	348.57		3,018.27
DELINQUENT	18.90		9.13	28.03	2.39	25.64	5.60	%
TOTAL	369.22	-	9.13	378.35	4.14	374.21	5.60	11.61%
CITY OF FROST								LEVY
CURRENT	10,546.69	111.26		10,435.43	52.19	10,383.24		70,744.20
DELINQUENT	180.51		52.68	233.19	14.07	219.12	46.64	%
TOTAL	10,727.20	111.26	52.68	10,668.62	66.26	10,602.36	46.64	14.91%
CITY OF DAWSON								LEVY
CURRENT	14,883.60			14,883.60	74.42	14,809.18		69,133.57
DELINQUENT	251.71		155.49	407.20	40.13	367.07	79.17	%
TOTAL	15,135.31	-	155.49	15,290.80	114.55	15,176.25	79.17	21.53%

TOTAL TAX REPORT - DEC 09
Prepared by Gail Smith
Navarro County Tax Office

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NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING DECEMBER 2009

476

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
CITY-BLOOMING GROVE								LEVY
CURRENT	24,723.03			24,723.03	123.61	24,599.42		93,120.68
DELINQUENT	499.36		103.46	602.82	28.36	574.46	120.55	%
TOTAL	25,222.39	-	103.46	25,325.85	151.97	25,173.88	120.55	26.55%
NAVARRO COUNTY ESD #1								LEVY
CURRENT	22,784.35	-		22,784.35	113.94	22,670.41		109,001.80
DELINQUENT	45.47	-	34.88	80.35	8.96	71.39	37.72	%
TOTAL	22,829.82	-	34.88	22,864.70	122.90	22,741.80	37.72	20.90%
BLOOMING GROVE ISD								LEVY
CURRENT	336,399.48			336,399.48	1,681.99	334,717.49		1,382,061.05
DELINQUENT	161.40		2,725.71	2,887.11	682.25	2,204.86	1,743.46	%
TOTAL	336,560.88	-	2,725.71	339,286.59	2,364.24	336,922.35	1,743.46	24.34%
DAWSON ISD								LEVY
CURRENT	459,326.66			459,326.66	2,296.63	457,030.03		1,205,100.46
DELINQUENT	4,362.52		1,538.99	5,901.51	406.56	5,494.95	1,156.14	%
TOTAL	463,689.18	-	1,538.99	465,228.17	2,703.19	462,524.98	1,156.14	38.12%
RICE ISD								LEVY
CURRENT	292,936.80			292,936.80	1,464.69	291,472.11		1,154,992.39
DELINQUENT	4,671.26		1,556.59	6,227.85	412.51	5,815.34	1,213.41	%
TOTAL	297,608.06	-	1,556.59	299,164.65	1,877.20	297,287.45	1,213.41	25.36%
GRAND TOTAL	7,435,124.91	397.21	21,365.30	7,456,093.00	42,515.25	7,413,577.75	16,633.97	

MEMO:

TOTAL COLLECTED	<u>7,472,726.97</u>
ROLLBACK TAXES	<u> </u>
TAX CERTIFICATES	<u>1,590.00</u>
HOT CK FEES	<u>20.00</u>

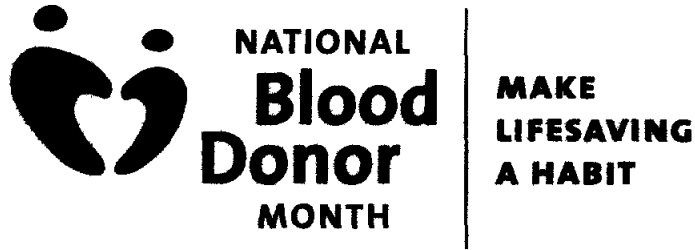
YR-TO-DATE % CURRENT COLLECTED	
COUNTY	<u>43.01%</u>
COLLEGE	<u>43.39%</u>
RICE	<u>43.16%</u>
KERENS	<u>58.48%</u>
CORSICANA	<u>39.92%</u>
BARRY	<u>44.87%</u>
EMHOUSE	<u>34.64%</u>
RICHLAND	<u>27.84%</u>
GOODLOW	<u>33.29%</u>
FROST	<u>53.56%</u>
CITY-DAWSON	<u>48.11%</u>
CITY-BL GROVE	<u>54.13%</u>
NC ESD #1	<u>47.35%</u>
B G ISD	<u>43.88%</u>
DAWSON ISD	<u>52.53%</u>
RICE ISD	<u>45.55%</u>

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH OF DECEMBER 2009

477

	TAXES	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	NET TAXES DUE	MEMO ONLY ATTORNEY FEES
CURRENT TAXES						
COUNTY	3,084,237.45	17.64	3,084,255.09	15,425.61	3,068,829.48	
ROAD & BRIDGE	637,353.82		637,353.82	3,186.76	634,167.06	
FLOOD CONTROL	53,932.76		53,932.76	269.67	53,663.09	
TOTAL	3,775,524.03	17.64	3,775,541.67	18,882.04	3,756,659.63	-
DELINQUENT TAXES						
COUNTY	16,747.37	8,103.22	24,850.59	2,109.56	22,741.03	6,583.55
STATE	-	-	-	-	-	-
ROAD & BRIDGE	3,216.57	1,551.18	4,767.75	403.93	4,363.82	1,278.87
FLOOD CONTROL	300.71	146.42	447.13	38.15	408.98	119.91
TOTAL	20,264.65	9,800.82	30,065.47	2,551.64	27,513.83	7,982.33
TOTAL ALLOCATION						
COUNTY	3,100,984.82	8,120.86	3,109,105.68	17,535.17	3,091,570.51	6,583.55
STATE		-		-		-
ROAD & BRIDGE	640,570.39	1,551.18	642,121.57	3,590.69	638,530.88	1,278.87
FLOOD CONTROL	54,233.47	146.42	54,379.89	307.82	54,072.07	119.91
TOTAL	3,795,788.68	9,818.46	3,805,607.14	21,433.68	3,784,173.46	7,982.33

COUNTY TAX REPORT
Prepared by Gail Smith
Navarro County Tax Office

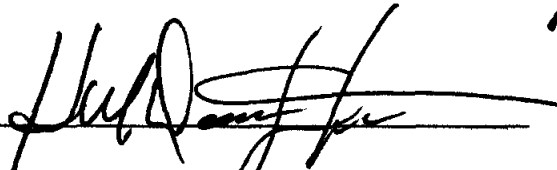


PROCLAMATION

Whereas, in our community, there is a need for a great number of units of blood per year for the protection of patients, and there is a need for additional healthy, regular volunteer donors to join the ranks of those who already give of themselves so generously.

Therefore, I, HM Davenport, Jr., Navarro County Judge, on behalf of Navarro County Commissioners Court, hereby proclaim the month of January as "National Blood Donor Month" for Navarro County and urge all citizens to pay tribute to those among us who donate for others in need. I urge citizens in good health to donate regularly. I also urge all civic and service organizations and businesses, if they have not already done so, to form blood donor groups to provide blood for others.

IN WITNESS WHEREOF I have here set my hand and caused the seal of the Office of Navarro County Judge to be affixed this 11 day of January, 2010


H. M. DAVENPORT, JR., NAVARRO COUNTY JUDGE

2010 Memorandum of Agreement
between,
the North Texas HIDTA Executive Board,
Navarro County, Texas and Lance Sumpter

This memorandum of agreement is made by and between the Executive Board of the North Texas High Intensity Drug Trafficking Area ("EB NORTH TEXAS HIDTA"), Navarro County, Texas ("NAVARRO COUNTY") and Lance Sumpter (contractor).

The EB NORTH TEXAS HIDTA desires to have Lance Sumpter to serve as its Director and to perform certain services for and on its behalf as enumerated herein, together with such additional duties and responsibilities as may be agreed upon from time to time between Lance Sumpter, the Office of National Drug Control Policy (ONDCP) and the EB North Texas HIDTA, and

Lance Sumpter desires to provide the above referenced certain personal services for or on behalf of the EB NORTH TEXAS HIDTA acting as its Director; and

Acknowledging that Navarro County will be the contracting agency for Lance Sumpter providing the funds for his salary, fringes, and other benefits as has been approved for by the EB NORTH TEXAS HIDTA with funds provided for within the grant; and

In consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties memorialize their agreement as follows:

1. **Effective Date:** This Agreement, upon approval by the EB NORTH TEXAS HIDTA and in coordination with NAVARRO COUNTY, shall be effective as of January 1, 2010.
2. **Term of Agreement:** Subject to the contingencies set forth in paragraphs 3 and 11 below and in Exhibit A of this contract, this Agreement is for a term of 12 months from the effective date. Thereafter, this Agreement will be considered by NAVARRO COUNTY with approval of the EB NORTH TEXAS HIDTA for renewal for subsequent 12 month terms provided:
 - A. The Director notifies the EB NORTH TEXAS HIDTA and NAVARRO COUNTY, in writing, no later than 120 days prior to the expiration of the term that he/she desires to seek an extension; and,
 - B. Any requested modifications to the existing terms, by either

the Director or the EB NORTH TEXAS HIDTA, shall be submitted in writing to the EB NORTH TEXAS HIDTA no later than 60 days prior to the expiration of the term.

If the parties are unable to agree on the terms of any proposed extension prior to the expiration of the term, or if the Director fails to notify the EB NORTH TEXAS HIDTA in accordance with paragraph 2A, this Agreement shall terminate.

3. **Contingency:** All parties understand that this Agreement will not be renewed or be effective beyond the first twelve (12) months unless NAVARRO COUNTY receives funding for the fiscal year in which the renewal or extended term falls.

4. **Services to be provided by the Director:** Lance Sumpter agrees to perform the duties of the Director, North Texas HIDTA, as specified by the EB NORTH TEXAS HIDTA, and the ONDCP, including but not limited to the following:

- A. Develop and submit, with the concurrence of the EB NORTH TEXAS HIDTA, the four major requirements of the HIDTA Program: Threat Assessment, Strategy, Initiatives/Budget and Annual Report.
- B. Exercise programmatic, administrative and fiscal oversight and support of all HIDTA initiatives and ensure they are in compliance with the ONDCP/HIDTA Program Guidance and other program requirements. However, the Director shall not exercise operational control of law enforcement initiatives.
- C. Exercise reprogramming authority consistent with the HIDTA Program Guidance.
- D. Maintain accountability of all equipment purchased with HIDTA funds through an inventory system.
- E. Assist HIDTA agencies in establishing and recording the outputs for each initiative and the outcomes of the North Texas HIDTA.
- F. Assist HIDTA agencies in establishing and recording the outputs for each initiative to the overall HIDTA strategy.
- G. Facilitate the flow of information between and among the initiatives and supporting agencies. Promote regional and national cooperation, as appropriate.
- H. Provide advice to the EB NORTH TEXAS HIDTA concerning the status direction and success of the HIDTA initiatives, programs and

requirements from ONDCP.

- I. In response to time sensitive administrative and programmatic tasking, make decisions on behalf of the EB NORTH TEXAS HIDTA based upon the previous direction, decisions and knowledge of the EB NORTH TEXAS HIDTA.
 - J. Ensure continuous dialogue among members of the Executive Board. Be fair and impartial in pursuit of projects and programs aimed at achieving the maximum benefit for the HIDTA.
 - K. Perform HIDTA travel only to represent or fulfill requirements of the Executive Board or the national ONDCP/HIDTA program.
 - L. Perform additional duties/requirements identified by the Executive Board which must be consistent with ONDCP/HIDTA Program Guidance and deemed necessary to enhance the HIDTA Program.
 - M. With the concurrence of the Executive Board and the Director, NAVARRO COUNTY will hire staff personnel for the North Texas HIDTA, for positions which have been approved and funded by the ONDCP. The Director will provide daily supervision and other required management functions for these individuals.
5. **Limitation of the Director's Authority:** Notwithstanding anything to the contrary in paragraph 4 above, the Director will have no authority whatsoever over and no duty with respect to any operational control of law enforcement by the North Texas HIDTA. The Director will not be held responsible for the actions or omissions of any law enforcement personnel working on or on behalf of the North Texas HIDTA, including, but not limited to, any alleged failure to adequately train, direct, or supervise such personnel.
6. **Obligations of North Texas HIDTA:** North Texas HIDTA shall authorize the following payments and expenditures to the Director, through a cooperative agreement between Navarro County, Texas and the ONDCP:
- A. Office facilities and the necessary office furnishings, equipment and accouterments for the Director to perform the services and duties contemplated in paragraph 4 above including but not limited to the following:
 - 1) Automobile: The Director will be provided with a monthly vehicle allowance of \$500.00 per month. The Director shall be responsible for gas, insurance, registration, maintenance, repairs, and any other vehicle related expenses.

- 2) **Cellular Telephone:** The Director will be required to obtain a cellular telephone for official, North Texas HIDTA business. The Director will be provided a monthly cell phone allowance of \$75.00.
- 3) **Other Expenses:** The Director will be reimbursed for approved travel related expenses and fees for conferences and training which are incurred while performing the services contained in this Agreement. Such requests for reimbursement must have the prior written approval of the Chairman or the Vice-Chairman of the Executive Board.

B. Public officials' liability insurance will be provided to the Director.

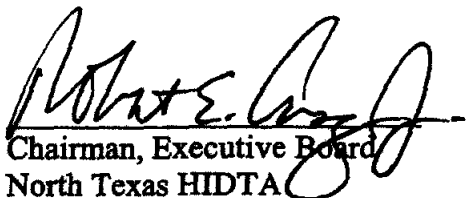
C. The North Texas HIDTA shall authorize salary to the Director of an annual sum equivalent to a GS 15 Step 1 on the approved 2010 Federal GS pay scale for the Dallas-Fort Worth locality pay rate, plus a 30% allowance for fringe benefits for the services provided by the Director, to be paid in equal installments.

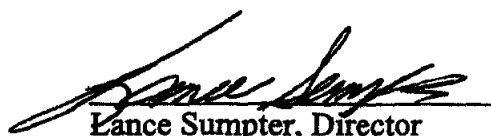
7. **Payment and Expense Reimbursement Processing:** Payment for expenses shall be on the same schedule as salary and shall be provided under the terms of a cooperative agreement between Navarro County, Texas and ONDCP. The Director shall submit expenses, with attached original receipts, to the Navarro County Auditor, Corsicana, Texas.
8. **Taxes:** The Director shall be solely responsible for filing his/her own withholding of any and all federal, state and local tax consequences that result from his receipt of any payments or reimbursements paid in accordance with this Agreement.
9. **Contracted Hours Obligation:** The Director shall provide 1,800 hours of services under the terms of the contract for the calendar year.
10. **Annual Performance Appraisal:** The Director will undergo an annual Performance Appraisal, to be completed by November 1st of each year.
11. **Early Termination:** Early termination of this Agreement, with or without cause, will be allowed only by the 2/3 majority approval, of the full Executive Board.
12. **Assignability:** Neither this Agreement nor any duties or obligations under it shall be assignable without the prior written consent of the parties. In the event of an assignment to which the parties have consented, the assignee or the assignee's legal representative shall agree in writing to personally assume, perform, and be bound by all the covenants, obligations, and agreements contained herein.
13. **Amendment:** This Agreement may not be modified, altered or amended in any manner except by agreement in writing duly executed by each of the parties


hereto.

- 14. **Governing Law:** This Agreement shall be construed and interpreted pursuant to the laws of the State of Texas. Any dispute arising out of this Agreement shall be submitted to the jurisdiction of any state or federal court in Dallas County, Texas.
- 15. **Authority:** Any person signing this Agreement on behalf of any party hereby represents and warrants in his or her individual capacity that he or she has full authority to do so on behalf of such party.
- 16. **Prior Agreements:** Upon execution of this Memorandum of Agreement, all previous agreements, signed or otherwise, will be rendered null and void.

Dated this 11 day of December, 2009


 Chairman, Executive Board
 North Texas HIDTA


 Lance Sumpter, Director
 North Texas HIDTA


 Judge H.M. Davenport
 Navarro County, Texas

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.

Business Name

LANCE SUMPTOR
Printed Name

12/9/09
Date

[Signature]
Signature



INTERLOCAL AGREEMENT

Witness, this agreement by and between, NAVARRO COUNTY, (hereinafter COUNTY) and the NORTH TEXAS HIDTA EXECUTIVE COMMITTEE/DIRECTOR, acting on behalf of the NORTH TEXAS HIGH INTENSITY DRUG TRAFFICKING AREA, (hereinafter HIDTA) a federal program,

WHEREAS, it is in the best interest of the citizens of Navarro County to cooperate with Federal and Local Governments, where possible, to provide services that will result in the reduction of illegal drugs, and

WHEREAS, the County has entered into, and agreed to be the recipient agency for Office of National Drug Control Program grant funds, on behalf of the North Texas HIDTA,

NOW THEREFORE, in consideration of promises, covenants, and agreements contained herein, the parties hereto mutually agree as follows:

SECTION I. Scope of Services

- a. The County agrees to perform administrative functions for the North Texas HIDTA, such as, but not limited to, payroll, purchasing, accounts payable, budgeting, auditing, reporting and other administrative actions that are required as part of the grant.

SECTION II. Terms of Agreement

- a. The County will perform the above services for a fee of 2.5% of the total current grant year amount.
- b. The County will invoice the HIDTA on a quarterly basis during the grant fiscal year.
- c. The primary term of this agreement is for one (1) year. The Agreement will renew automatically each year. Changes may be made if notice is given as described in Section II d.
- d. Changes can be made by either party. All changes should be in writing and far enough in advance so that each party can budget accordingly.

SECTION III. Prior Agreements:

- a. This agreement contains all agreements or understandings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding shall be effective. This agreement shall not be modified or amended except by written instrument executed by the duly authorized representatives of both parties.

APPROVED, and RATIFIED by NAVARRO COUNTY this, January 11, 2010



ATTEST:

Sherry Dowd
 Sherry Dowd, County Clerk

H.M. Davenport
 H.M. Davenport, County Judge

APPROVED by, North Texas HIDTA this, _____.

 Lance Sumpter, Director

ATTEST:
