

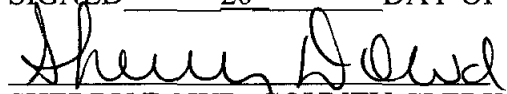
NAVARRO COUNTY COMMISSIONER'S COURT

A SPECIAL MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON MONDAY THE, 20TH DAY OF SEPTEMBER, 2010 AT 3:00 P.M., IN THE COMMISSIONERS CONFERENCE ROOM AT THE NAVARRO COUNTY COURTHOUSE, CORSICANA, TEXAS. PRESIDING JUDGE HM DAVENPORT, COMMISSIONERS PRESENT KIT HERRINGTON, FAITH HOLT, DAVID WARREN, AND JAMES OLSEN

1. 3:00 P.M. MOTION TO CONVENE BY HERRINGTON SEC BY WARREN  
ALL VOTED AYE MOTION CARRIED
  
2. MOTION TO APPROVE TO GO FORWARD WITH SIGNING DOCUMENTS FOR SECOND ROUND APPLICATION FOR THE SECO DISTRIBUTED RENEWABLE ENERGY TECHNOLOGY STIMULUS GRANT PROGRAM BY JUDGE DAVENPORT SEC BY HOLT **TO WIT PG 412-474**  
ALL VOTED AYE MOTION CARRIED
  
3. MOTION TO APPROVE RETAINING GUINN & MORRISON, ATTORNEYS, FOR UPCOMING REDITRICTING OF NAVARRO COUNTY BY HERRINGTON SEC BY HOLT **TO WIT PG 475- 477**  
ALL VOTED AYE MOTION CARRIED
  
4. MOTION TO ADJOURN BY HOLT SEC BY WARREN  
ALL VOTED AYE MOTION CARRIED

I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR SEPTEMBER 20TH, 2010.

SIGNED 20 DAY OF SEPTEMBER 2010.

  
SHERRY DOWD, COUNTY CLERK



412-474

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pages I have only  
received 12 at this  
time.

02

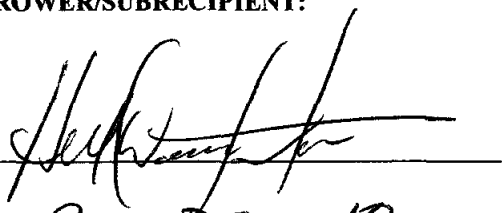
<http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF--SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF--SAC.

(c) Recipients agree to separately identify to each Contractor, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to Contractors shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their Contractors to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor Contractor expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

As the duly authorized representative of the Contractor, I hereby certify that Contractor will comply with the above requirements.

**BORROWER/SUBRECIPIENT:**

By:   
Date: 9-20-10

additional written data determined by the Department of Energy to be relevant to the obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

The Applicant agrees to submit requested data to the Department of Energy regarding programs and activities developed by the Applicant from the use of Federal funds extended by the Department of Energy. Facilities of the Applicant (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Applicant's compliance with the civil rights laws shall be made available for inspection during normal business hours of request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Civil Rights, U. S. Department of Energy.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereto, to the Applicants by the Department of Energy, including installment payments on account after such date of application for Federal assistance which are approved before such date. The Applicant recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, and assignees, as well as the person(s) whose signature appears below and who is authorized to sign this assurance on behalf of the Applicant.

**Applicant Certification**

The Applicant certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Applicant upon written request to DOE.)

**Designated Responsible Employee**

H.M. DAVENPORT, Jr. NAVARRO Co. Judge  
Name and Title (Printed or Typed)

903-654-3025  
Telephone Number

  
Signature

9-20-10  
Date

**Contractor**

«TempContract Company» \_\_\_\_\_

«TempContract\_PDPhone» \_\_\_\_\_

**Name of Organization**

**Telephone Number**

«TempContract\_Address1» «TempContract\_Address2» «TempContract\_Address3» «TempContract\_City»,

«TempContract\_State» «TempContract\_Zip»

**Address**

**Authorized Official:**

«TempContract\_SigningAuthority», «TempContract\_SATitle» \_\_\_\_\_

«TempContract\_PDPhone» \_\_\_\_\_

Name and Title (Printed or Typed)

Telephone Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, and disability, in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by the Department of Energy to be relevant to the obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

The Applicant agrees to submit requested data to the Department of Energy regarding programs and activities developed by the Applicant from the use of Federal funds extended by the Department of Energy. Facilities of the Applicant (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Applicant's compliance with the civil rights laws shall be made available for inspection during normal business hours of request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Civil Rights, U. S. Department of Energy.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereto, to the Applicants by the Department of Energy, including installment payments on account after such date of application for Federal assistance which are approved before such date. The Applicant recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, and assignees, as well as the person(s) whose signature appears below and who is authorized to sign this assurance on behalf of the Applicant.

**Applicant Certification**

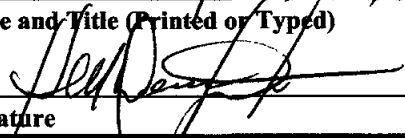
The Applicant certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Applicant upon written request to DOE.)

---

**Designated Responsible Employee**

H. M. DAVENPORT, Jr., NAVARRO C. Judge  
Name and Title (Printed or Typed)

903-654-3025  
Telephone Number

  
Signature

9-20-10  
Date

Contractor

---

Name of Organization

---

Telephone Number

---

Address

---

**Authorized Official:**

---

Name and Title (Printed or Typed)

---

Telephone Number

---

Signature

---

Date

**ATTACHMENT D**  
**Certification Regarding Debarment, Suspension, Ineligibility,  
and Voluntary Exclusion-Lower Tier Covered Transactions**

Instructions for Certification

1. The prospective lower tier participant is required to sign the attached certification.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this application is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principle," "application," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this application is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this application that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this application that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
  - (1) The prospective lower tier participant certifies, by submission of this application, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  - (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this application.

---

County of NAVARRO, TX  
Organization Name

H. M. DAUENPORT Jr., County Judge  
Name and Title of Authorized Representative

[Signature]  
Signature

9-20-10  
Date


---

*As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.*

County of NAVARRO, TX  
Name of Applicant

\_\_\_\_\_  
Pre/Award Number and/or Project Name

H. M. DAVENPORT, JR. NAVARRO CO. JUDGE  
Printed Name and Title of Authorized Representative

  
Signature

9-20-10  
Date

**ATTACHMENT F  
DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<p>1. Type of Federal Action: _____</p> <p>a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: _____</p> <p>a. bid/offer/application b. initial award c. post award</p>	<p>3. Report Type: _____</p> <p>a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>Name and Address of Reporting Entity:</p> <p>Name Address ____ Prime _____ Subawardee Tier, if known:</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description CFDA Number, if applicable:</p>	
<p>8. Federal Action Number, If known:</p>	<p>9. Award Amount, if known:</p>	
<p>10.a. Name and Address of Lobbying Entity: (if individual, last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	<p>10.b. Individual Performing Services (including address if different from No. 10A) (last name, first name, MI):</p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ _____ actual _____ _____ planned</p>	<p>12. Form of Payment (check all that apply):</p> <p>a. cash b. in-kind; specify: nature _____ value _____</p>	
<p>13. Type of Payment (check all that apply):</p> <p>____ a. retainer _____ c. commission _____ e. deferred ____ b. one-time fee _____ d. contingent fee _____ f. other; specify _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: _____ Yes _____ No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annual and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure</p>	<p>Authorized Representative: <u>H.M. DAUENPORT, Jr.</u> Title: <u>NAVARRO COUNTY JUDGE</u> Signature: <u>[Signature]</u> Telephone: <u>903 654 3025</u> Date: <u>9-20-10</u></p>	



3. You must include the requirements of paragraph a. 1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. "Employee" means either:
  - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
  - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
  - ii. Includes:
    - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
    - B. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TWA, as amended (22 U.S.C. 7102).

**V. National Policy Requirements for Subawards.**

Recipient responsibility. You must include in any subaward you make under this award the requirements of the national policy requirements in Sections I through IV of this document that apply, based on the type of subawardee organization and situation.

As the duly authorized representative of the Subrecipient, I hereby certify that Subrecipient will comply with the above requirements.

County of Navarro, TX  
 SUBRECIPIENT  
 By: [Signature]  
 County Judge

Date: 9-20-10

As the duly authorized representative of the Subcontractor, I hereby certify that Subcontractor will comply with the above requirements.

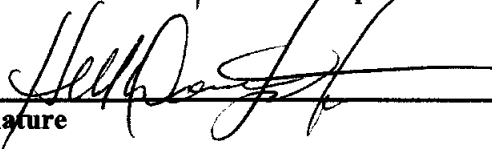
**RIGHTS TO PROPOSAL DATA (TECHNICAL) (48 CFR 52.227-23)**

It is agreed that as a condition of award of this grant or modification and notwithstanding the conditions of any notice appearing on the proposal(s), the Government shall have the right to use, duplicate, and disclose and have others to do so for any purpose whatsoever, the technical data contained in the proposal(s) upon which the grant or modification is based.

---

County of Navarro, TX  
Organization Name

H. M. Davenport, Jr., County Judge  
Name and Title of Authorized Representative

  
Signature

9-20-10  
Date

---

ATTACHMENT I

**SUBCONTRACTING PROVISIONS; MANDATORY FLOWDOWN PROVISION**

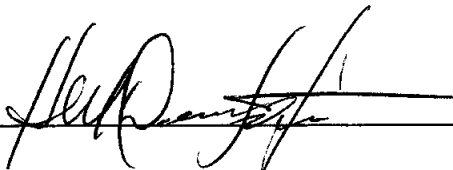
Subrecipient, if subcontracting any of its performance hereunder, shall legally bind Subrecipients to perform and make such Subrecipients subject to all the duties, requirements, and obligations of Subrecipient under this Agreement. Subrecipient shall be jointly and severally liable for all performances under this Agreement, including, but not limited to, the performance of its Subrecipients to the extent permitted under the Constitution and laws of the State of Texas, as well as full compliance with all reporting requirements set forth in Attachment L of the Agreement.

Subrecipient represents and warrants that it has obtained all necessary permits, licenses, easements, waivers and permissions of whatsoever kind required for its performance and the performance of its Subrecipients under this Agreement. In no event shall any provision of this Paragraph, including, but not limited to, the requirement that Subrecipient obtain the prior approval of Agency on Subrecipient's proposed subcontracts, be construed as relieving Subrecipient of the responsibility for ensuring that all services rendered under any subcontracts comply with all the terms and provisions of this Agreement as if they were rendered by Subrecipient. Subrecipient shall, upon request, furnish Agency with copies of all proposed subcontracts and all proposed amendments, assignments, cancellations or terminations of said subcontracts no later than thirty (30) days prior to the proposed effective date of such contracts, amendments, assignments, cancellations or terminations; provided, however, that this thirty (30) day period may be shortened by written agreement of the parties. Upon request from the Comptroller, Subrecipient shall provide any and all documentation deemed necessary by the Comptroller to evidence Subcontractors compliance with all terms, conditions and performance pertaining to the Agreement and all applicable law.

As the duly authorized representative of the Subrecipient and the Subrecipient/Subrecipient, I hereby certify that Subrecipient and Subrecipient/Subrecipient will comply with the above requirements.

SUBRECIPIENT: County of NAVARRO, TX

\_\_\_\_\_  
SUBSUBRECIPIENT

By: 

Date: 9-20-10

**ATTACHMENT J-1**  
**AMERICAN RECOVERY & REINVESTMENT ACT--RECIPIENT AFFIDAVIT**  
**This Affidavit must be signed and sworn (notarized)**

I, \_\_\_\_\_, an authorized representative of: \_\_\_\_\_, a [person, sole proprietorship, partnership, corporation, limited liability company, nonprofit organization, governmental entity, political subdivision, or other entity] (circle one) that is receiving American Recovery and Reinvestment Act of 2009 (ARRA or the Act) funding, hereby swear and affirm that, to the best of my knowledge, internal controls, processes and procedures have been designed and implemented to help ensure that the recipient and its use of these funds complies with the following: applicable state law; federal law, including federal reporting requirements under Section 1512 of the Act, if applicable; rules; regulations; and other relevant guidance. I further swear and affirm that all of the statements made and information provided herein, including statements made and information provided in any attachments are true, complete, and correct, to the best of my knowledge.

I understand that I am receiving ARRA funding from \_\_\_\_\_, a [state agency, institution of higher education, governmental entity, political subdivision, or other entity] (circle one).

I understand that non-compliance with reporting requirements could be treated as a violation of the award agreement resulting in the withholding of funds, debarment, or award termination or suspension, as appropriate.

I understand that it is a federal crime under 18 U.S.C. Section 1001 to, in any matter within the jurisdiction of the executive branch of the U.S. Government, knowingly and willfully make any materially false, fictitious, or fraudulent statement or representation, or to make or use any false writing or document knowing that it contains the same.

I understand that presenting a false or fraudulent claim, in whole or in part, or causing same, may subject me to civil penalties as provided for in 31 U.S.C. Section 3729.

I understand that it is a felony offense under Section 37.10, Texas Penal Code, to knowingly make a false entry in, or false alteration of, a governmental record, or to make, present, or use a governmental record with knowledge of its falsity, when the actor has the intent to harm or defraud another.

I understand that the offense of perjury, under Section 37.02, Texas Penal Code, is committed when a person, with intent to deceive and with knowledge of the statement's meaning, makes a false statement under oath or swears to the truth of a false statement previously made and the statement is required or authorized by law to be made under oath.

I understand my obligation to track all ARRA funds and that ARRA funds cannot be comingled with Non-ARRA funds. I also understand my obligation to immediately report any known or suspected waste, fraud, and abuse of funds received under the Act to the United States Government Accountability Office at (800) 424-5454 and the Texas State Auditor's Office at (800) 892-8348. I further understand that I will require all Subrecipients with whom I contract using funds made available under the Act to sign a similar affidavit swearing to all of the above. I hereby swear and affirm that I have read the entire affidavit, and I understand its contents.

County of Navarro, TX

Recipient Name  
[Signature]

Affiant Signature  
H.M. Davenport, Jr.  
Full Name

Navarro Co. Judge  
Title

9-20-10  
Date

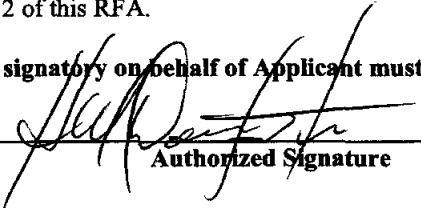
Sworn and subscribed before me by the said  
(Printed Name of Recipient's Authorized Representative)  
this 20<sup>th</sup> day of September, 2010.

Notary Public, State of Texas  
Notary's printed name: Natalie Robinson My commission expires: May 2, 2012 (Seal)  
Natalie Robinson



25. By signature hereon, Applicant represents and warrants that it has read and agrees to all terms and conditions of this RFA, unless Applicant specifically takes an exception and offers an alternative provision in Applicant's Proposal as provided in Exhibit C, Section 2 of this RFA.

Authorized signatory on behalf of Applicant must complete and sign the following:

  
Authorized Signature

9-20-10  
Date Signed

H.M. DAVENPORT, Jr. County Judge  
Name, Title

903-654-3025  
Phone Number

County of NAVARRO  
Company Name

903-654-3097  
Fax Number

75-6001092  
Federal Employer Identification Number

hdavenport@NAVARROCOUNTY.org  
E-Mail Address

300 W. 3<sup>rd</sup> Ave, Ste 102  
Physical Street Address

CORSICANA TX 75110  
City, State, Zip Code

\_\_\_\_\_  
Mailing Address, if different

\_\_\_\_\_  
City, State, Zip Code

**II. Project Identification:**

**a. Project Name:** Provide the brief descriptive title of the project or activity as identified in the Grant Agreement.

**b. Primary Performance Location:** Provide physical location of primary place of performance by:

- (i) street address,
- (ii) City, County, and U.S. Postal Zip Code + four digits
- (iii) U.S. Congressional District;
- (iv) the state senatorial district; and
- (v) the state house district;

**c. Project Objective:** A description of the overall purpose and expected outputs and outcomes or results of the Grant Agreement, including significant deliverables and, if appropriate, units of measure.

**B. MONTHLY REPORT.** On the last day of each calendar month, the Subrecipient shall submit an electronic performance report found at <https://fmx.cpa.state.tx.us/fmx/index.php> (click on SECO Stimulus Reporting Tool).

In order to access the reporting tool the Subrecipient must first receive a User ID from the SECO Stimulus Grant Manager. The web reporting tool will capture project status and Department of Energy and ARRA performance metrics, including jobs created and jobs retained.

All reporting must be completed through the web reporting system. In rare situations that the web reporting tool is not available or the subrecipient is unable to access the system, a faxed, scanned or emailed report will be acceptable upon notification and approval.

**C. FINAL REPORT.**

1. No later than 30 days following the grant ending date, the Subrecipient shall submit an electronic Final Report via the web reporting tool at <https://fmx.cpa.state.tx.us/fmx/index.php> (click on SECO Stimulus Reporting Tool) through the last day of the grant performance period. All reporting must be completed through the web reporting system. In rare situations that the web reporting tool is not available or the subrecipient is unable to access the system, a faxed, scanned or emailed report will be acceptable upon notification and approval.


2. Subrecipient is required to collect and report required project information from any of its vendors or subcontractors that are remitted any funds provided under this agreement.

3. Failure to comply with the requirements of this attachment may result in termination of the grant award and the Subrecipient being ineligible for future grants.

4. The form and substance of these reporting requirements may be amended by the Comptroller at any time.

As the duly authorized representative of the Subrecipient, I hereby certify that Subrecipient will comply with the above requirements.

County of NAVARRO, TX  
SUBRECIPIENT

By: 

Date: 9-20-10

**GUINN AND MORRISON  
ATTORNEYS**

David M. Guinn  
Michael D. Morrison

One Bear Place 97012  
Waco, Texas 76798  
(254) 710-3611  
Fax: (254) 710-2690

September 1, 2010

The Honorable H.M. Davenport, Jr.  
Navarro County Courthouse  
300 W. 3<sup>rd</sup> Ave.  
Corsicana, TX 75110

In re: The redistricting of the Commissioners' Court and Justice Precincts of Navarro County, Texas

Dear Judge Davenport,

Redistricting will be on us in just a few months and we have already begun preparations for the work. If the County wishes us to work with it, please appoint someone to begin collecting the information noted below and forward the retainer statement for payment.

This letter contains two attachments:

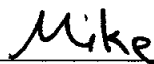
- 1) The first is a retainer statement which we would like to be paid by the end of October as we have already begun acquiring the software and hardware necessary to prepare for and conduct your redistricting. We are sending it now so it can be paid either from your current fiscal year's budget or that of 2010-11, whichever works better. Please forward it for payment.
- 2) The second is a short list of materials which will be needed for the Section 5 Submission. At this point it is important that you have someone begin to collect, assemble, make the required number of copies, and then forward to us materials that will be needed for preclearance.

Some of the required material will have to wait until next year when the plans are being drafted, but much can and should be collected now to reduce the load next year when all of us will be very, very busy.

We may have some of this material in our files, but it is imperative that it be current, completely accurate and, importantly, that it completely matches what is in your files.

We look forward to working with you. Let us know if you have any questions.

Cordially,

  
\_\_\_\_\_  
Michael D. Morrison

476

Navarro County, Texas

Retainer Statement

September 1, 2010

Guinn & Morrison  
One Bear Place 97912  
Waco, Texas 76798-7012

Federal Tax ID # 74-2178619

Retainer

\$5,000.00

Payment Due by October 31, 2010

A handwritten signature in black ink, appearing to be 'J. Morrison', is written over the signature line. The signature is stylized and includes a long horizontal stroke extending to the right.

THANK YOU



**County documentation to be forwarded to Guinn and Morrison by December 1, 2010**

The data and documentation required for a Section 5 Submission is voluminous and will take some time to assemble. The County can and should begin this process as soon as circumstances allow but we need to receive it no later than December 1, 2010, if we are to avoid unnecessary delays at our end.

The Department of Justice, Civil Rights Division, Voting Rights Section, note that, "The Attorney General will not accept for review any submission that fails to describe the subject change in sufficient particularity." Consequently, we believe it wise to err on the side of over-inclusion in hopes of avoiding a "more information request" that will delay preclearance by at least 60 days.

1. Information on the existing plan of representation:
  - a. Maps (**5 copies of all maps**) of the existing Commissioner Precinct lines and J.P./Constable lines. If the Commissioner and JP lines are the same, provide a statement to that effect;
  - b. Location marked on a map and the actual physical address of each Polling Place;
  - c. Copies (**4 copies of any documents**) of any litigation regarding the existing plan (please contact us to discuss the scope of documentation needed.)
  - d. Maps and resolutions for all Section 5 submissions since the last redistricting plan was approved including any letters from the Attorney General requesting more information, stating that there was no objection, or letters of objection to proposed changes;
  - e. Four complete sets of election data for the past ten years, including:
    - a. The name of each candidate,
    - b. The race, ethnicity, or language group of each candidate,
    - c. The position sought by each candidate,
    - d. The number of votes received by each candidate, by voting precinct,
    - e. The outcome of each contest,
    - f. The number of registered voters, by race and language group, for each voting precinct for which election returns are furnished.
  
2. As the redistricting process proceeds, copies of:
  - a. News articles or other publicity referencing the redistricting;
  - b. Notices regarding the redistricting or meetings about the redistricting that are posted, broadcast, or published;
  - c. Commissioner Court minutes relevant to the process;
  - d. Public notices (Spanish and English) which must be published [NOT in the legal section] in newspapers serving the area to inform the interested voting community of the time and place of at least one formal meeting at which the redistricting process and plans will be discussed. Each copy should show date and newspaper of publication or the date and place of posting.

**It is best to assign a single individual the responsibility of locating, assembling, copying and forwarding these materials. Please have them contact us so that we can help, as needed.**