

NAVARRO COUNTY COMMISSIONER'S COURT

A SPECIAL MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON MONDAY THE, 20TH DAY OF DECEMBER, 2010 AT 10:00 A.M., IN THE COUNTY COURTROOM AT THE NAVARRO COUNTY COURTHOUSE, CORSICANA, TEXAS. PRESIDING JUDGE HM DAVENPORT, COMMISSIONERS PRESENT KIT HERRINGTON, FAITH HOLT, DAVID WARREN, AND JAMES OLSEN

1. 10:00 A.M. MOTION TO CONVENE BY HERRINGTON SEC BY WARREN
ALL VOTED AYE MOTION CARRIED
2. OPENING PRAYER BY COMMISSIONER HOLT
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENTS-NO COMMENTS

CONSENT AGENDA

MOTION TO APPROVE CONSENT AGENDA 5-6 BY HOLT
SEC BY WARREN
ALL VOTED AYE MOTION CARRIED

5. MOTION TO APPROVE MINUTES FROM THE PREVIOUS MEETING OF
DECEMBER 6, 2010
6. MOTION TO APPROVE AND PAY BILLS AS SUBMITTED BY THE
COUNTY AUDITOR, INCLUDING CURRENT BILLS, PAYROLL PAID
12/15/2010 AND REVISED HIDTA SEIZURE EQUITABLE SHARING
DISTRIBUTION TO BE PAID 12/21/2010

REGULAR AGENDA


7. PUBLIC HEARING FOR VISTA RIDGE PHASE I, LOTS 77 & 78
STRUCK FROM AGENDA
8. CONSIDERATION OF REMOVAL OF LOTS 77 & 78, VISTA RIDGE PHASE
I OF SUBDIVISION, BY JERRY JACKSON
STRUCK FROM AGENDA
9. PUBLIC HEARING FOR VISTA RIDGE, PHASE I, LOTS 74-76
STRUCK FROM AGENDA

10. CONSIDERATION OF REMOVAL OF LOTS 74-76, VISTA RIDGE, PHASE I OF SUBDIVISION, BY MIKE BROWN
STRUCK FROM AGENDA
11. MOTION TO APPROVE NOVEMBER TAX COLLECTION REPORT
SUBMITTED BY RUSSELL HUDSON (GAIL SMITH) BY OLSEN SEC
BY WARREN
ALL VOTED AYE MOTION CARRIED **TO WIT PG 729-733**
12. MOTION TO APPROVE APPOINTMENT TO BOARD OF NAVARRO ESD#1
DEREK CAMP BY HOLT SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED
13. MOTION TO APPROVE COUNTY AUDITOR'S NOVEMBER 2010
MONTHLY FINANCIAL REPORT, PURSUANT TO LGC SEC. 114.024 BY
HERRINGTON SEC BY OLSEN **TO WIT PG 734-735**
ALL VOTED AYE MOTION CARRIED
14. MOTION TO APPROVE CERTIFYING UNBUDGETED REVENUE
RECEIVED FROM THE TEXAS HISTORICAL COMMISSION PURSUANT
TO LOCAL GOVERNMENT CODE 111.0706 BY OLSEN SEC BY WARREN
ALL VOTED AYE MOTION CARRIED
15. MOTION TO APPROVE SPECIAL BUDGET AMENDMENT IN
ACCORDANCE WITH LOCAL GOVERNMENT CODE 111.0706 DUE TO
RECEIPT OF UNBUDGETED FUNDS (\$10,799.84) BY HERRINGTON SEC
BY HOLT **TO WIT PG 736-737**
ALL VOTED AYE MOTION CARRIED
16. MOTION TO APPROVE REQUEST FROM PCT. 3 COMMISSIONER TO
PURCHASE SOFTWARE AND CABLES FOR STICKERFACTORY 1500
MACHINE FROM COURTHOUSE REPAIRS AND MAINTENANCE BY
WARREN SEC BY HERRINGTON **TOWIT PG 738-739**
ALL VOTED AYE MOTION CARRIED
17. MOTION OF APPROVING DECREASE IN 2010 NORTH TEXAS HIDTA
GRANT TO \$2,538,207.00 BY HERRINGTON SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED **TO WIT PG 740-744**
18. MOTION TO APPROVE 2011 INDEPENDENT CONTRACTOR
AGREEMENT BETWEEN NAVARRO COUNTY, TX, NORTH HIDTA AND
CONNIE MCCRARY, KEVIN KELLEY AND DON CAUBLE BY HOLT SEC
BY HERRINGTON **TO WIT PG 745-775**
ALL VOTED AYE MOTION CARRIED

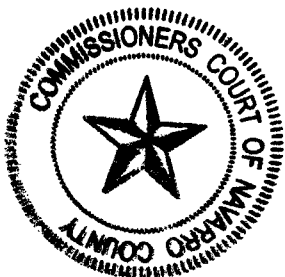
19. MOTION TO APPROVE TREASURER'S REPORT, RUBY COKER BY HERRINGTON SEC BY OLSEN TO WIT PG 776
ALL VOTED AYE MOTION CARRIED
20. MOTION TO APPROVE CONTRACT WITH OTIS ELEVATOR REGARDING EMERGENCY UNLOCKING DEVICE (\$1,172.00) WITH OPTION TO APPROVE PREPAYMENT BY HERRINGTON SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED
21. NO ACTION ON BURN BAN
22. MOTION TO APPROVE EECBG AGREEMENT WITH TEXAS COMPTROLLER (\$115,00.00 NEW ROOF IN JAIL) BY HERRINGTON SEC BY WARREN TO WIT PG 777-798
ALL VOTE AYE MOTION CARRIED
23. MOTION TO APPROVE THE ENVIRONMENTAL QUESTIONNAIRE RELATING TO THE EECBG AGREEMENT BY JUDGE DAVENPORT SEC BY OLSEN TO WIT PG799-805
ALL VOTED AYE MOTION CARRIED
24. 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 DECEMBER 20TH, 2010.

SIGNED 20 DAY OF DECEMBER 2010.



SHERRY DOWD, COUNTY CLERK



729

FILED FOR RECORD

AT _____ O'CLOCK _____ M.

DEC 16 2010

SHERRY DOWD
COUNTY CLERK NAVARRO COUNTY, TEXAS
BY _____ DEPUTY

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

TOTAL PAGES INCLUDING COVER SHEET ____ 5 ____

11 #

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING NOVEMBER 2010

730

NAVARRO COUNTY									
NAVARRO COUNTY									LEVY
CURRENT	1,809,318.43		12.85	1,809,331.28		49.75	1,809,281.53		16,028,200.24
DELINQUENT	39,796.26		16,783.98	56,580.24			56,580.24	9,680.42	%
TOTAL	1,849,114.69	-	16,796.83	1,865,911.52	-	49.75	1,865,861.77	9,680.42	11.29%
NAVARRO COLLEGE									
CURRENT	353,090.98			353,090.98		9.48	353,081.50		3,112,064.50
DELINQUENT	7,887.16	-	3,556.74	11,443.90			11,443.90	1,929.14	%
TOTAL	360,978.14	-	3,556.74	364,534.88	-	9.48	364,525.40	1,929.14	11.35%
CITY OF RICE									
CURRENT	15,689.29	-		15,689.29	76.12	9.23	15,603.94		123,433.71
DELINQUENT	313.90		77.37	391.27	20.93		370.34	78.25	%
TOTAL	16,003.19	-	77.37	16,080.56	97.05	9.23	15,974.28	78.25	12.71%
CITY OF KERENS									
CURRENT	35,252.63	894.60		34,358.03		10.98	34,347.05		246,776.37
DELINQUENT	662.10	-	185.95	848.05			848.05	169.63	%
TOTAL	35,914.73	894.60	185.95	35,206.08	-	10.98	35,195.10	169.63	14.29%
CITY OF CORSICANA									
CURRENT	637,306.78	-		637,306.78		14.92	637,291.86		7,665,883.64
DELINQUENT	11,993.46	-	4,659.25	16,652.71			16,652.71	3,162.27	%
TOTAL	649,300.24	-	4,659.25	653,959.49	-	14.92	653,944.57	3,162.27	8.31%

NAVARRO COUNTY , TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING NOVEMBER 2010

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CITY OF BARRY									LEVY
CURRENT	2,702.73			2,702.73		0.02	2,702.71		15,240.75
DELINQUENT				-			-		%
TOTAL	2,702.73	-	-	2,702.73	-	0.02	2,702.71	-	17.73%
CITY OF EMHOUSE									LEVY
CURRENT	702.14	-		702.14			702.14		8,654.36
DELINQUENT				-			-		%
TOTAL	702.14	-	-	702.14	-		702.14	-	8.11%
CITY OF RICHLAND									LEVY
CURRENT	994.14	-		994.14			994.14		15,107.71
DELINQUENT	300.99		84.05	385.04			385.04	75.86	%
TOTAL	1,295.13	-	84.05	1,379.18	-		1,379.18	75.86	6.58%
CITY OF GOODLOW									LEVY
CURRENT	321.95	-		321.95	1.59	0.06	320.30		3,397.15
DELINQUENT	8.01		1.82	9.83	0.50		9.33	1.96	%
TOTAL	329.96	-	1.82	331.78	2.09	0.06	329.63	1.96	9.48%
CITY OF FROST									LEVY
CURRENT	8,438.98	203.45		8,235.53	41.17		8,194.36		72,102.15
DELINQUENT	399.39		1,277.23	1,676.62	321.34		1,355.28	100.40	%
TOTAL	8,838.37	203.45	1,277.23	9,912.15	362.51		9,549.64	100.40	11.70%
CITY OF DAWSON									LEVY
CURRENT	7,146.45			7,146.45			7,146.45		72,213.76
DELINQUENT	471.36		137.50	608.86			608.86	120.60	%
TOTAL	7,617.81	-	137.50	7,755.31	-		7,755.31	120.60	9.90%

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING NOVEMBER 2010

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NAVARRO COUNTY, TEXAS AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING NOVEMBER 2010										
CITY-BLOOMING GROVE									LEVY	
CURRENT	11,247.10			11,247.10			11,247.10		97,259.71	
DELINQUENT	182.53		47.10	229.63			229.63	45.92	%	
TOTAL	11,429.63	-	47.10	11,476.73	-		11,476.73	45.92	11.56%	
NAVARRO COUNTY ESD #1									LEVY	
CURRENT	14,631.46	-		14,631.46	72.94	0.88	14,557.64		114,680.02	
DELINQUENT	340.96	-	56.15	397.11	15.75		381.36	55.60	%	
TOTAL	14,972.42	-	56.15	15,028.57	88.69	0.88	14,939.00	55.60	12.76%	
BLOOMING GROVE ISD									LEVY	
CURRENT	127,287.09			127,287.09			0.07	127,287.02	1,394,181.10	
DELINQUENT	6,084.80		1,537.73	7,622.53			7,622.53	1,524.58	%	
TOTAL		-	1,537.73	134,909.62	-		0.07	134,909.55	1,524.58	9.13%
DAWSON ISD									LEVY	
CURRENT	306,976.70			306,976.70			306,976.70		1,216,769.52	
DELINQUENT	3,845.39		1,182.70	5,028.09			5,028.09	1,088.41	%	
TOTAL	310,822.09	-	1,182.70	312,004.79	-		312,004.79	1,088.41	25.23%	
RICE ISD									LEVY	
CURRENT	367,326.25			367,326.25			27.89	367,298.36	1,386,822.76	
DELINQUENT	5,559.72		1,627.63	7,187.35			7,187.35	1,508.44	%	
TOTAL	372,885.97	-	1,627.63	374,513.60	-		27.89	374,485.71	1,508.44	26.49%
GRAND TOTAL	3,642,907.24	1,098.05	31,228.05	3,806,409.13	550.34	123.28	3,805,735.51	19,541.48		

MEMO:

TOTAL COLLECTED 3,825,950.61

ROLLBACK TAXES _____

TAX CERTIFICATES 360.00

HOT CK FEES 20.00

TOTAL TAX REPORT - NOVEMBER 2010.xls

Prepared by Gail Smith
Navarro County Tax Office

YR-TO-DATE % CURRENT COLLECTED:

COUNTY	<u>23.27%</u>
COLLEGE	<u>23.57%</u>
RICE	<u>30.26%</u>
KERENS	<u>44.32%</u>
CORSICANA	<u>19.75%</u>
BARRY	<u>30.92%</u>
EMHOUSE	<u>20.68%</u>
RICHLAND	<u>14.73%</u>

GOODLOW	<u>26.67%</u>
FROST	<u>39.47%</u>
CITY-DAWSON	<u>24.42%</u>
CITY-BL GROVE	<u>29.19%</u>
NC ESD #1	<u>28.91%</u>
B G ISD	<u>23.45%</u>
DAWSON ISD	<u>35.18%</u>
RICE ISD	<u>37.16%</u>

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH OF NOVEMBER 2010

	TAXES	PENALTY & INTEREST	SUBTOTAL	RENDITION PENALTY CAD %	NET TAXES DUE	MEMO ONLY ATTORNEY FEES
CURRENT TAXES						
COUNTY	1,477,156.31	12.85	1,477,169.16	40.55	1,477,128.61	
ROAD & BRIDGE	306,071.26		306,071.26	8.52	306,062.74	
FLOOD CONTROL	26,090.86		26,090.86	0.68	26,090.18	
TOTAL	1,809,318.43	12.85	1,809,331.28	49.75	1,809,281.53	-
DELINQUENT TAXES						
COUNTY	32,590.97	14,809.67	47,400.64		47,400.64	7,932.72
STATE	-	-	-	-	-	-
ROAD & BRIDGE	6,632.64	1,814.89	8,447.53		8,447.53	1,608.53
FLOOD CONTROL	572.65	159.42	732.07		732.07	139.17
TOTAL	39,796.26	16,783.98	56,580.24	-	56,580.24	9,680.42
TOTAL ALLOCATION						
COUNTY	1,509,747.28	14,822.52	1,524,569.80	40.55	1,524,529.25	7,932.72
STATE		-		-		-
ROAD & BRIDGE	312,703.90	1,814.89	314,518.79	8.52	314,510.27	1,608.53
FLOOD CONTROL	26,663.51	159.42	26,822.93	0.68	26,822.25	139.17
TOTAL	1,849,114.69	16,796.83	1,865,911.52	49.75	1,865,861.77	9,680.42

COUNTY TAX REPORT
Prepared by Gail Smith
Navarro County Tax Office

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Navarro County
 November
 2011 Financial Report
 by Fund

	Budget	Current Month	YTD
General Fund:			
Revenues			
Property Taxes	12,561,014.00	1,590,296.80	1,590,296.80
Other	4,674,999.00	317,033.70	339,379.05
Total	17,236,013.00	1,907,330.50	1,929,675.85
Expenditures			
Commissioner's Court	80,160.00	7,872.13	14,796.51
Planning & Dev.	320,293.00	25,968.13	45,867.89
County Clerk	560,176.00	108,472.11	151,059.77
District Clerk	396,113.92	49,903.81	81,134.65
Veterans' Service	20,042.00	1,515.34	3,194.19
Non Departmental	1,935,026.00	166,299.24	225,982.23
Information Systems	90,038.00	5,509.12	23,643.88
HAVA	0.00	943.45	1,920.73
Elections	173,283.00	49,784.84	66,580.01
Courthouse	906,827.00	97,540.80	126,247.95
Extension	204,565.00	24,184.73	39,428.13
Historical Commission	5,500.00	96.00	96.00
County Judge	250,364.00	21,803.31	41,283.02
District Court	708,781.00	69,577.88	109,396.94
JP Pct 1	170,321.00	20,959.97	41,127.92
JP Pct 2	168,155.00	18,919.44	39,095.78
JP Pct 3	161,729.00	16,282.28	30,529.12
JP Pct 4	217,974.00	26,220.60	50,235.11
District Attorney	818,453.00	75,967.24	132,568.88
Law Library	5,402.00	116.74	233.48
County Auditor	445,980.00	41,806.06	92,149.54
County Treasurer	135,823.80	13,663.76	30,015.25
Tax Assessor/Collector	492,865.32	56,937.54	94,400.11
County Jail	4,919,028.00	460,145.71	808,981.64
Constable Pct 1	38,147.75	3,515.93	5,667.96
Constable Pct 2	32,006.00	1,903.69	3,830.32
Constable Pct 3	10,903.00	2,103.26	3,004.67
Constable Pct 4	36,116.00	2,712.65	5,143.27
Sheriff	3,052,625.32	322,771.98	532,756.22
Sheriff Communications	689,540.00	54,800.82	106,408.00
Highway Patrol	82,114.00	12,201.95	18,589.60
License & Weights	3,400.00	42.00	112.00
Emergency Mgt	53,600.00	2,169.30	7,385.44
CSCD	12,475.00	1,272.46	1,272.46
Juvenile Expenditures	108,937.00	6,055.69	10,681.65
Indigent Health	636,467.00	71,702.21	146,215.28
Total	17,943,231.11	1,841,742.17	3,091,035.60
General Net	(707,218.11)	65,588.33	(1,161,359.75)

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Navarro County
November
2011 Financial Report
by Fund

	Budget	Current Month	YTD
Flood Control			
Revenues			
Property Taxes	235,779.00	28,815.18	28,815.18
Other	2,000.00	0.00	127.92
Total	237,779.00	28,815.18	28,943.10
Expenditures			
Flood Control Net	(162,221.00)	22,605.74	15,519.68
Debt Service			
Revenues			
Property Taxes	467,542.00	64,790.61	64,790.61
Other	500.00	0.00	17.84
Total	468,042.00	64,790.61	64,808.45
Expenditures			
Debt Svc. Net	(64,988.00)	64,790.61	64,808.45
Road & Bridge Pct. 1			
Revenues			
Property Taxes	681,307.00	85,581.08	85,581.08
State of TX	23,000.00	0.00	10,459.95
Vehicle Registration	225,000.00	7,629.05	7,629.05
Fines & Forfeitures	135,000.00	11,207.61	11,207.61
Other	1,000.00	0.00	70.82
Total	1,065,307.00	104,417.74	114,948.51
Expenditures			
Personnel	449,795.00	41,063.74	73,920.23
Supplies	414,000.00	46,219.62	51,770.26
Other Svcs & Charges	105,300.00	26,901.31	29,493.27
Capital Outlay	95,192.00	10,149.96	17,848.56
Total	1,064,287.00	124,334.63	173,032.32
R & B #1 Net	1,020.00	(19,916.89)	(58,083.81)
Road & Bridge Pct. 2			
Revenues			
Property Taxes	681,307.00	85,581.08	85,581.08
State of TX	23,000.00	0.00	10,459.95
Vehicle Registration	225,000.00	7,629.05	7,629.05
Fines & Forfeitures	135,000.00	11,207.61	11,207.61
Other	1,000.00	0.00	76.10
Total	1,065,307.00	104,417.74	114,953.79
Expenditures			
Personnel	529,653.00	56,647.23	97,721.56
Supplies	358,000.00	28,983.43	35,861.68
Other Svcs & Charges	404,100.00	21,882.73	22,750.55
Capital Outlay	73,608.00	5,550.65	11,101.30
Total	1,365,361.00	113,064.04	167,435.09
R & B # 2 Net	(300,054.00)	(8,646.30)	(52,481.30)

Navarro County
November
2011 Financial Report
by Fund

	Budget	Current Month	YTD
Road & Bridge Pct. 3			
Revenues			
Property Taxes	681,307.00	85,581.08	85,581.07
State of TX	23,000.00	0.00	10,459.95
Vehicle Registration	225,000.00	7,629.05	7,629.05
Fines & Forfeitures	135,000.00	11,207.61	11,207.61
Other	1,000.00	0.00	43.63
Total	1,065,307.00	104,417.74	114,921.31
Expenditures			
Personnel	509,743.00	49,204.45	92,643.08
Supplies	474,000.00	42,524.13	46,897.37
Other Svcs & Charges	114,163.00	18,219.52	21,291.62
Capital Outlay	41,353.00	3,425.87	6,852.02
Total	1,139,259.00	113,373.97	167,684.09
R & B #3 Net	(73,952.00)	(8,956.23)	(52,762.78)
Road & Bridge Pct. 4			
Revenues			
Property Taxes	681,307.00	85,581.08	85,581.08
State of TX	23,000.00	0.00	10,459.93
Vehicle Registration	225,000.00	7,629.05	7,629.05
Fines & Forfeitures	135,000.00	11,207.61	11,207.61
Other	750.00	0.00	33.32
Total	1,065,057.00	104,417.74	114,910.99
Expenditures			
Personnel	488,905.00	52,312.98	90,050.06
Supplies	550,000.00	84,761.64	92,248.55
Other Svcs & Charges	102,750.00	17,007.22	19,421.30
Capital Outlay	54,468.00	1,622.32	3,244.64
Total	1,196,123.00	155,704.16	204,964.55
R & B # 4 Net	(131,066.00)	(51,286.42)	(90,053.56)
Taxes Recorded for November 2011			
General Fund		1,465,399.45	3,055,696.25
Flood Control		26,822.25	55,637.43
Debt Service		59,680.14	124,470.75
Road & Bridge		314,510.27	656,834.58
Total		<u>1,866,412.11</u>	<u>3,892,639.01</u>

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NAVARRO COUNTY AUDITOR'S OFFICE

300 West Third Avenue, Suite 10
Corsicana, TX 75110-4672
E-mail: khollomon@navarrocounty.org

Terri Gillen, First Assistant
Jeannie Keeney, Assistant
Ann Tanner, Assistant
Julie Jennings, Assistant
Natalie Robinson, Assistant

Kathy B. Hollomon, CPA
County Auditor

Phone: (903) 654-3095 Fax: (903) 654-3097

December 13, 2010

To: H. M. Davenport, County Judge
Kit Herrington, Commissioner Pct 1
Faith Holt, Commissioner Pct 2
David Warren, Commissioner Pct 3
James Olsen, Commissioner Pct 4

RE: Certification of additional Revenue

Judge and Commissioners,

Pursuant to Local Government Code 111.0706- Special Budget for Grant or Aid Money
111.0707- Special Budget for Revenue from Intergovernmental Contracts
111.0708- Special Budget for Revenue Received After Start of Fiscal Year

"The county auditor....shall certify to the commissioners court the receipt of

All public or private grant aid money, or all revenue from intergovernmental contracts or,
Revenue from a new source not anticipated before the adoption of the budget that is available
for disbursement in a fiscal year, but not include in the budget for that fiscal year."

On certification, the court shall adopt a special budget for the limited purpose of spending the
revenue from intergovernmental contracts for its intended purpose."


I, Kathy Hollomon, Navarro County Auditor, CERTIFY to the Navarro County Commissioners Court of the
receipt of ADDITIONAL REVENUES from -public or private aid money- intergovernmental contracts- new
source not anticipated before the adoption of the budget- which was not included in the **Navarro
County** Revenue Estimates in the adopted budget for 2009 – 2010. These funds may now be made
available by creating a new special budget or amending a current budget for its intended purposes.

The amount and source of the certified additional funds are as follows-

Amount: \$ \$10,799.84

Source: Texas Historical Commission

Sincerely,


Kathy B. Hollomon, CPA
Navarro County Auditor

SPECIAL BUDGET

FROM REVENUE RECEIVED AFTER THE START OF THE FISCAL YEAR
LOCAL GOVERNMENT CODE 111.0706

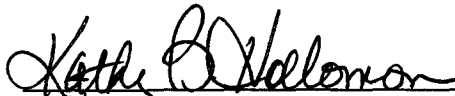
Fund- Department – Account	Description	Current Budget	Requested Increase	Amended Budget
2010-101-333-070	State of TX - THC (received 11/9/2010)	\$ 74,706.43	\$10,799.84	\$ 85,506.27
2010-101-410-446	Courthouse Restoration	\$129,656.43	\$10,799.84	\$140,456.27

This budget amendment is needed to record funds received from the Texas Historical Commission as reimbursement of expenditures for the courthouse restoration planning grant. (This is the last reimbursement for FY 2010.)

Submitted by:

Revenue Certified by:

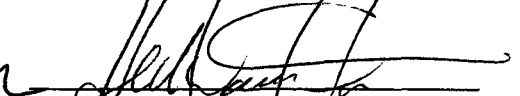
Approved by Commissioners Court:



Kathy B. Hollomon
Navarro County Auditor

Date: 12/13/10


Kathy B. Hollomon
Navarro County Auditor

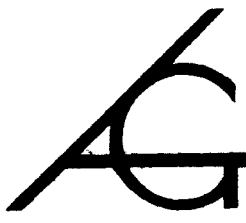
Date: 12/13/10


H. M. Davenport Jr.
Navarro County Judge

Date: 12-20-10

738

#116



ADVANCED GRAPHICS

281-391-8595
Fax 281-391-2046

P.O. Box 2001
Katy, Texas 77492

Quotation

November 12, 1010

Butch Warren
Navarro County Courthouse
Corsicana, TX
Phone: 903-654-3033
Dwarren@navarrocounty.org

<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>
1	Omega Cut Pro Software, Security Key and documentation for use with StickerFactory 1500. This software will work with Windows XP.	\$1,495.00
1	SF1500 Power Cable	N/C
1	General Character Blade (5 pack)	\$149.95
1	Reflective Blade (5 pack)	\$149.95
1	On-site Delivery, Set-Up & 3-Hour Training	\$750.00
1	Performance Guarantee	N/C
	Subtotal	\$2,544.90
	Shipping/Handling	N/C
	Tax	N/C
	Total	\$2,544.90

Separate Decal Material price sheet and color chart will be emailed with quotation. Standard Shipping/Handling is approximately 5%.

If customer wants to bring their computer and SF1500 to Advanced Graphics there will be No Charge for Training.

From: Cheryl Wilkerson



Departmental Purchase Requisition

Company	<u>Advanced Graphics</u>	Budget Number	_____
Address	_____	Request Date	_____
City	_____	Phone Number	_____
State/Province	<u> </u>	Zip/Postal Code	<u> </u>
Country	_____	Fax Number	_____
		Contact Name	_____

Stock No.	Description	Supplier	Quantity	Unit Cost	Amount	
	Omega Cut Pro Software, Security Key and Doc. for use with StickerFactory 1	Advanced Graphics	1	\$1,495.00	\$1,495.00	
	General Character Blade (5Pack)	Advanced Graphics	1	\$149.95	\$149.95	
	Reflective Blade (5Pack)	Advanced graphics	1	\$149.95	\$149.95	
	On site delivery, & set up & 3 hr. trajn	Advanced Graphic	1	\$750.00	\$750.00	
Comments					Total	\$2,544.90
						\$0.00
						\$0.00
					Shipping Charge	
					Grand Total	\$2,544.90

David B. Warren
 Authorized By Elected/Appointed Official

Date 12-8-2010

Return To: Navarro County Auditor's Office
 300 West 3rd Avenue, Suite 10
 Corsicana, TX 75110

Auditor Use Only
 Vendor No. _____
 Purchase Order No. _____
 C/P Account No. _____
 Auditor Approval _____

#17

740



EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF NATIONAL DRUG CONTROL POLICY
Washington, D.C. 20503

RECEIVED

November 23, 2010

DEC 15 2010

NAVARRO COUNTY
AUDITOR'S OFFICE

Judge H. M. Davenport
Navarro County Sheriff's Office
300 W 3rd Avenue
Corsicana, TX 75110

Dear Judge Davenport:

Grant number G10NT0001A has been decreased and now totals \$2,538,207.00.

The original of Modification 3 is enclosed. If you accept this Modification, sign the Modification and return a copy to the Assistance Center in Miami. Keep the original Modification for your file.

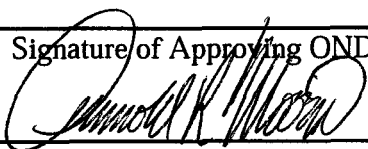
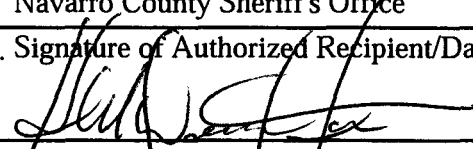
All terms and conditions of the original award apply to the Modification. If you have any questions pertaining to this grant award, please feel free to contact Phuong Desear at (202) 395-6739.

Sincerely,

A handwritten signature in black ink, appearing to read "Arnold R. Moorin".

Arnold R. Moorin
National HIDTA Director

Enclosures

Executive Office of the President Office of National Drug Control Policy		AWARD Grant	Page 1 of 1
1. Recipient Name and Address Judge H. M. Davenport Navarro County Sheriff's Office 300 W 3rd Avenue Corsicana, TX 75110		4. Award Number: G10NT0001A	
		5. Grant Period: From 01/01/2010 to 12/31/2011	
1A. Subrecipient IRS/Vendor No.	6. Date: 11/23/2010	7. Action	
Subrecipient Name and Address	8. Supplement Number 3	Initial	
		<input checked="" type="checkbox"/> Supplemental	
2A. Subrecipient IRS/Vendor No.:	9. Previous Award Amount:	\$2,540,124.00	
3. Project Title	10. Amount of This Award:	(\$1,917.00)	
Multiple	11. Total Award:	\$2,538,207.00	
12. The above Grant is approved subject to such conditions or limitations as are set forth in the original award.			
13. Statutory Authority for Grant: Public Law 111-117			
14. Typed Name and Title of Approving Official Arnold R. Moorin National HIDTA Director		15. Typed Name and Title of Authorized Official H. M. Davenport Judge Navarro County Sheriff's Office	
16. Signature of Approving ONDCP Official 		17. Signature of Authorized Recipient/Date 	
18. Accounting Classification Code DUNS: 071371363 EIN: 1756001092A1		19. HIDTA AWARD OND10B3SE1011 OND2000000 OC 4101 JID: 23077	

Initiative Cash by HIDTA

FY 2010

Current Budget (net of reprogrammed funds)

HIDTA	Agency Name	Initiative	Cash	Type	Grant
North Texas	Navarro County Sheriff's Office	Commercial Smuggling Initiative	80,500.00	Investigation	G10NT0001A
		DHE - North Texas	150,000.00	Interdiction	G10NT0001A
		East Texas Violent Crimes Initiative	44,000.00	Investigation	G10NT0001A
		Eastern Drug Initiative	203,775.00	Investigation	G10NT0001A
		Management and Coordination	604,730.00	Administration	G10NT0001A
		Northern Drug Initiative	43,209.00	Investigation	G10NT0001A
		Operations Support Center	504,616.00	Operations Support	G10NT0001A
		PA - Management and Coordination	60,000.00	Administration	G10NT0001A
		PIP - Northern Drug Initiative	40,000.00	Investigation	G10NT0001A
		Regional Intelligence Support Center	595,072.00	Intelligence	G10NT0001A
		Southern Money Laundering Initiative	21,500.00	Investigation	G10NT0001A
		Training	29,075.00	Operations Support	G10NT0001A
		Violent Crime Initiative	45,406.00	Investigation	G10NT0001A
		Western Drug Initiative	116,324.00	Investigation	G10NT0001A
		Agency Total : Navarro County Sheriff's Office	2,538,207.00		

2742

Initiative Cash by HIDTA

Total

2,538,207.00

743

Budget Detail

2010 - North Texas

Initiative - Regional Intelligence Support Center

Award Recipient - Navarro County Sheriff's Office (G10NT0001A)

Resource Recipient - Navarro County Sheriff's Office

<i>Current Budget (net of reprogrammed funds)</i>		<i>(\$1,917.00)</i>
Services	Quantity	Amount
Services		(\$1,917.00)
Total Services		(\$1,917.00)
	Total Budget	(\$1,917.00)

#18

745

INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN

NAVARRO COUNTY, TEXAS

AND

NORTH TEXAS HIDTA

AND

CONNIE McCRARY

RECEIVED

DEC 15 2010

NAVARRO COUNTY
AUDITOR'S OFFICE

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.

AM

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: 12-20-10

Date: 12/15/10

Contractor:


CONNIE MCCRARY

Date: 12/14/10



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 1/01/2011 and shall continue in full force and effect until December 31, 2011. 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.
 - A. **CONTRACTUAL OBLIGATIONS:** Working hours will be established to insure proper computer network support services and approved by the North Texas HIDTA Director. The Contractor will provide 1,840 hours of contract services during the calendar year.
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 3 on the approved 2011 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.
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

CFM

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

CAW

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

Connie McCrary
Printed Name

12/14/10

Date

Connie McCrary
Signature

INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN

NAVARRO COUNTY, TEXAS

AND

NORTH TEXAS HIDTA

AND

Kevin Kelley

RECEIVED

DEC 15 2010

NAVARRO COUNTY
AUDITOR'S OFFICE

THIS AGREEMENT is entered into by and between Navarro County, the North Texas High Intensity Drug Trafficking Area, and Kevin Kelley, DBA OMNI Professional Services, Inc. ("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, CPA
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.

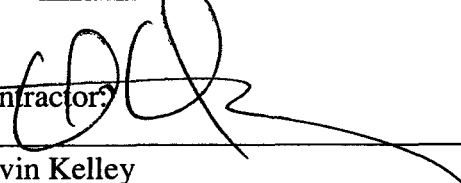
- 17. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understanding, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
- 18. 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

By: 
 H.M. Davenport

Date: 12-20-10


 Contractor:
 Kevin Kelley

North Texas HIDTA Director

By: 
 Lance Sumpter

Date: 12/14/10

Date: 12/14/10

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

1. **DUTIES:** The Information Technology Manager 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. Provide daily assistance to the Information Technology Manager with the management of the Local Area Network, Wide Area Network, Virtual Private Network, and Internet Connection through the North Texas HIDTA servers.
 - B. As required, perform routine maintenance with guidance from the Information Technology Manager and emergency operations on Compaq Proliant 6400R, 5500R, 1600R and Gateway 8200R and ALR7200 servers. Also assist in the maintenance of Cisco routers, switches and firewalls. Maintenance and emergency operations will be provided for equipment located at the main North Texas HIDTA office and remote locations as directed. Travel to remote locations shall be in accordance with Section 4. b. of this exhibit.
 - C. Assist in inventories of equipment and assist in procurement, recycling and disposal of equipment as requested by the Information Technology Manager.
 - D. Assist federal, state and local law enforcement agency representatives to maintain and integrate computer network equipment associated with the North Texas HIDTA.
 - E. Provide, as necessary, daily fault analysis and assistance in the operation of approximately 150 law enforcement user workstations consisting of Gateway, Dell and other PC's. Also provide assistance with printers, scanners, monitors and other computer related equipment. Assist in the evaluation of compatibility of new equipment with existing systems. Provide instruction and/or training as required for users.
 - F. Provide daily assistance and operation of the network operating system, currently utilizing Redhat Enterprise 5, Google e-mail. Assist Information Technology Manager with necessary upgrades of network and workstation software.

- G. Provide assistance to the Information Technology Manager with fault analysis and implementation of a variety of user software programs at the North Texas HIDTA.
- H. Must be approved for a Law Enforcement National Security Clearance.
- I. Additional duties may be assigned at the Discretion of the North Texas HIDTA Director and the Information Technology Manager.
2. **CONTRACTUAL OBLIGATIONS:** Working hours will be established to insure proper computer network support services and approved by the North Texas HIDTA Director. The Contractor will work 1,800 hours during the calendar year.
3. **TERM:** This engagement shall commence on 1/1/2011 and shall continue in full force and effect until December 31, 2011. 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.
4. **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.
5. **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 11 step 2 on the approved 2011 Federal GS pay scale for the Dallas-Fort Worth locality, plus a 30% 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. **Cellular Telephone Allowance:** This position will be provided a monthly cellular telephone allowance of \$75 per month. This expense should be added to the contractor's annual compensation and will be paid with other wages and approved expenses.
6. **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

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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)

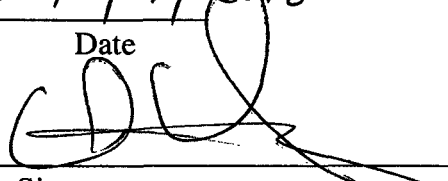
The contractor certifies to the best of its knowledge and belief, that it is not delinquent in the repayment of any federal debt.

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.

<u>OMNE PROFESSIONAL SERVICES, INC</u>	<u>12/15/2010</u>
Business Name	Date
<u>KEVIN KELLEY</u>	
Printed Name	Signature

INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN

NAVARRO COUNTY, TEXAS

AND

NORTH TEXAS HIDTA

AND

Dan Cauble

RECEIVED

DEC 15 2010

NAVARRO COUNTY
AUDITOR'S OFFICE

THIS AGREEMENT is entered into by and between Navarro County, Texas, the North Texas High Intensity Drug Trafficking Area, and Dan Cauble ("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 Hollomon, CPA
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.

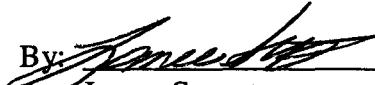
18. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.


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
 By: 
 H.M. Davenport
 Date: 12-20-10

North Texas HIDTA Director
 By: 
 Lance Sumpter
 Date: 12/14/10

Contractor:

 Dan Cauble

Date: 12/14/10

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

1. **DUTIES:** The RISC Co-Program Manager from the Dallas Police Department 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. Survey HIDTA Initiatives, federal, state and local agencies for training needs in the North Texas region to enhance investigative, analytical and administrative capabilities on topics with the issues of narcotics, terrorism, violent crime, gangs, trends, etc.
 - B. Locate and schedule training programs to meet needs of officers identified in survey and other methods:
 1. Using contacts developed over years
 2. Searching the Internet
 3. Working with other Training Coordinators and local academy directors
 - C. Coordinate off site training requests with future scheduled training on site so as to minimize the cost for training.
 - D. Design and distribute flyers on upcoming courses
 - E. Enroll students in classes via the HIDTA Training Tracker Program.
 - F. Prepare reports using data from HOTT system for management and PMP system.
 - G. Approve and confirm all enrollees and notify status of enrollment. Special emphasis is also made on the necessity to notify HIDTA if unable to attend a scheduled training event. This is done using e-mail, faxes and personal telephone calls.
 - H. Facilitate all on site training by:
 1. Contacting instructors and recommending lodging, transportation and airport pick up when needed

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2. Prepare classroom for all classes including providing name placards for all students
 3. Facilitate instructors in using classroom equipment including podium computer, overhead power point projector and all other audio/visual equipment.
 4. Coordinating refreshments for students including coffee.
- I. Must be approved for a Law Enforcement National Security Clearance.
 - J. Additional related duties may be assigned at the Discretion of the North Texas HIDTA Director.
 - K. Working hours will be coordinated between the contractor and the North Texas HIDTA Director and will generally fall within the time frame of 7:30am to 5:00pm or as needed by specific training requirements.
2. **TERM:** This engagement shall commence on 1/1/2011 and shall continue in full force and effect until December 31, 2011.
 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 hourly rate of \$17.97 not to exceed 30 hours per week, unless authorized by the North Texas HIDTA Director, and not to exceed a total of \$27,435 which is based on the amount equivalent to a GS 5 step 5 of the 2011 Federal pay scale for the Dallas-Fort Worth area. This contract will also include an approved phone allowance of \$40/month over the term of this Agreement. Overtime will not be authorized. Payments will be made once monthly, by submission of letterhead invoice to Navarro County.
 - 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 only be paid for the hours worked. This schedule will be approved in advance.
 - d. **Cellular Telephone Allowance:** This position will be provided a monthly cellular telephone allowance of \$40 per month. This expense should be added to the contractor's annual compensation and will be paid with other wages and approved expenses.
 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 with 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.

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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

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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

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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)

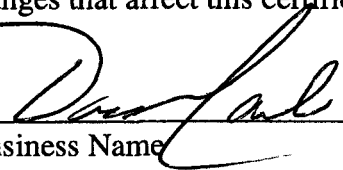
The contractor certifies to the best of its knowledge and belief, that it is not delinquent in the repayment of any federal debt.

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.

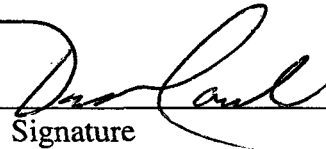
CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; FEDERAL DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING REGULATIONS

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

12/14/10
Date

DANNIE P. CAUBIE
Printed Name


Signature

AFFIDAVIT SUBMITTED BY
RUBY COKER
NAVARRO COUNTY TREASURER

STATE OF TEXAS

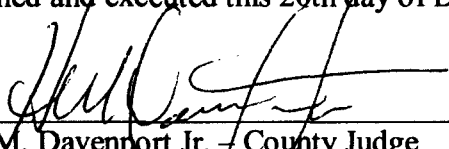
COUNTY OF NAVARRO

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 20th day of December, 2010 present to the Navarro County Commissioners Court the Monthly Financial Report for the month ending on November 30, 2010 for the court to review and approve. According to the report, Navarro County had cash on hand in the amount of \$1,832,307.35. Also, other assets totaling \$5,047,228.40 are being held by the Treasurer's office. The total interest for all accounts for the month of November, 2010 was \$3,695.43. The total disbursements for the month of November, 2010 were \$3,277,126.57. 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 20th day of December, 2010.



H. M. Davenport Jr. - County Judge



Kit Herrington - Commissioner Pct 1

Faith Holt - Commissioner Pct 2

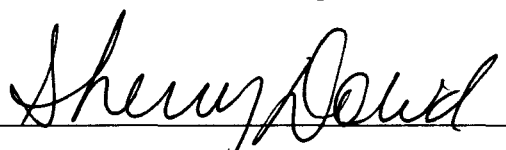


David Warren - Commissioner Pct 3



James Olsen - Commissioner Pct 4

SWORN AND SUBSCRIBED TO BEFORE ME, this 20th day of December, 2010 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.

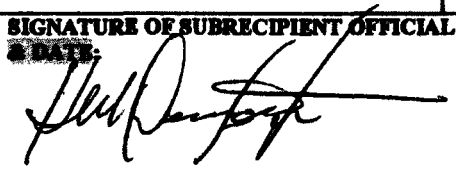


Sherry Dowd - Navarro County Clerk



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COMPTROLLER OF PUBLIC ACCOUNTS (CPA) SECO Stimulus American Recovery and Reinvestment Act Grants			
1. SUBRECIPIENT NAME AND ADDRESS: <i>Navarro County, Texas 300 West 3rd Avenue, Suite 102 Corsicana, Texas 75110</i>		4. SUB-AWARD NUMBER: 3816MM	
		5. PERFORMANCE/BUDGET PERIOD FOR GRANTS: <i>December 16, 2010 – June 30, 2012</i>	
2. FEDERAL GRANT TITLE: <i>Energy Efficiency and Conservation Block Grant</i>		6. DATE OF FEDERAL AWARD TO CPA: <i>September 14, 2009</i>	
3A. FEDERAL GRANT AWARD NUMBER: <i>DE-EE0000893</i>		7. AMOUNT OF SUBAWARD: <i>\$115,153.00</i>	
3B. FEDERAL GRANTING AGENCY: <i>Department of Energy</i>		8. SUBAWARD DATE <i>December 16, 2010</i>	9. ACTION <i>Initial Award</i>
10. SPECIAL CONDITIONS See attached Statement of Work (SOW)			
11. STATUTORY AUTHORITY FOR GRANT This project is supported under Public Law 111-5 the American Recovery and Reinvestment Act of 2009			
12. REPORTING REQUIREMENT: See Attachment K – ARRA Reporting Requirements at www.secostimulus.org/blockgrant			
13. METHOD OF PAYMENT Cost reimbursement.			
14. DEBARMENT /SUSPENSION CERTIFICATION: By signing in block 17 below, the Subrecipient-official certifies that any contractors utilized are not listed on the excluded parties listed system at http://www.epls.gov .			
15. NON-SUPPLANTING CERTIFICATION: By signing in block 17 below, the Subrecipient official certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.			
16. APPROVING CPA OFFICIAL Martin A. Hubert, Deputy Comptroller Texas Comptroller of Public Accounts		SIGNATURE & DATE	
I have read and understand the attached Terms and Conditions.			
17. TYPED NAME AND TITLE OF AUTHORIZED SUBRECIPIENT OFFICIAL Hershell M. Daveaport, County Judge		SIGNATURE OF SUBRECIPIENT OFFICIAL & DATE:  12-20-10	
18. AWARD BREAKDOWN CFDA 81.128			

**2010 TERMS AND CONDITIONS
American Recovery and Reinvestment Act (ARRA)**

Parties to ARRA-recipient Agreement

This ARRA-recipient Agreement (ARRA-recipient Agreement or Agreement) is made and entered into by and between the Texas Comptroller of Public Accounts, an agency of the State of Texas, hereinafter referred to as "CPA," and the funds recipient, hereinafter referred to as the ARRA-recipient. Furthermore, CPA and the ARRA-recipient are collectively hereinafter referred to as the "Parties." By this ARRA-recipient Agreement's execution, the Parties have severally and collectively agreed to be bound to the mutual obligations and to the performance and accomplishment of the tasks described in this ARRA-recipient Agreement. The ARRA-recipient Agreement is only an offer until the ARRA-recipient returns the signed copy of the 2010 ARRA-recipient Agreement in accordance with the date provided in the transmittal letter and in the Agreement.

ARRA-recipient Purpose and Overview

A. Purpose and Overview. The American Recovery and Reinvestment Act of 2009 (ARRA), Public Law 111-5, was created to provide grants funds to stimulate economic recovery, investment and creation of new jobs and opportunities for all Americans including Texans. The Comptroller's Stimulus Program applied for and the Comptroller has been awarded ARRA funds to support the Comptroller's Energy Efficiency and Conservation Block Grant (EECBG) Program which includes the following eligible activities: building energy audits and retrofits, installation of distributed energy technologies, installation of energy efficient traffic signals and street lighting, and installation of renewable energy technologies on government buildings.

The purpose of this Agreement is to provide block grants made available through the U.S. Department of Energy (DOE) pursuant to Title V, Subtitle E of the Energy Independence and Security Act of 2007 (EISA) (42 U.S.C. 17151 et seq) and ARRA to Texas municipalities and counties that are not eligible to receive a direct allocation under EISA and ARRA from DOE to participate in the EECBG program.

B. Standard of Performance. The ARRA-recipient shall perform all activities and projects outlined in the ARRA-recipient's Statement of Work (SOW) that is attached to the contract as Exhibit G. The ARRA-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this ARRA-recipient Agreement and the:

1. Applicable Laws and Regulations, hereinafter referred to as "Exhibit A";
2. Certifications, hereinafter referred to as "Exhibit B";
3. Certification Regarding Lobbying for ARRA-recipient Agreements, Grants, Loans, and Cooperative Agreements, hereinafter referred to as "Exhibit C";
4. DOE Terms and Conditions, hereinafter referred to as "Exhibit D";
5. The ARRA-Recipient's Affidavit, hereinafter referred to as "Exhibit E"; and
6. The ARRA-Recipient's Contractor's Affidavit, hereinafter referred to as "Exhibit F".

C. Failure to Perform. In the event the ARRA-recipient fails to implement the project(s) outlined in its application to CPA or comply with any of this ARRA-recipient Agreement's provisions, in addition to the remedies specified in this ARRA-recipient Agreement, the ARRA-recipient is liable to CPA for an amount not to exceed the award amount of this ARRA-recipient Agreement and may be barred from applying for or receiving additional ARRA program funds or any other federal program funds administered by CPA until repayment to CPA is made and any other compliance or audit finding is satisfactorily resolved.

CPA Obligations

A. Measure of Liability. CPA shall be liable for actual and reasonable costs incurred by the ARRA-recipient during the ARRA-recipient Agreement period for performances rendered under this ARRA-recipient Agreement by the ARRA-recipient, subject to the limitations set forth in this Section. CPA shall not be liable to the ARRA-recipient for any costs incurred by the ARRA-recipient that are not allowable costs.

A. ARRA-recipient Agreement Funds Defined and Limit of Liability. The term "ARRA-recipient Agreement funds" as used in this ARRA-recipient Agreement means funds provided by CPA under the ARRA programs. The term "ARRA-recipient's funds" or leverage funds as used in this ARRA-recipient Agreement means funds provided by the ARRA-recipient.

Notwithstanding any other provision of this ARRA-recipient Agreement, the total of all payments and other obligations incurred by CPA under this ARRA-recipient Agreement shall not exceed the Total Award Amount listed on the cover page of the ARRA-recipient Agreement.

B. Excess Payments. The ARRA-recipient shall refund to CPA any sum of ARRA-recipient Agreement funds that CPA determines has resulted in overpayment to the ARRA-recipient as a result of a CPA determination that the funds have not been spent by the ARRA-recipient in accordance with this ARRA-recipient Agreement. No refund payment(s) may be made from federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation. The ARRA-recipient shall make such refund to CPA within thirty (30) days after CPA requests such refund.

Suspension

Notwithstanding the provisions of Chapter 2251, Texas Government Code, in the event the ARRA-recipient fails to comply with any of this ARRA-recipient Agreement's terms, CPA may, upon written notification to the ARRA-recipient, suspend this ARRA-recipient Agreement in whole or in part, withhold payments to the ARRA-recipient and prohibit the ARRA-recipient from incurring additional obligations of ARRA-recipient Agreement funds.

Termination

A. CPA's Right to Terminate. CPA shall have the right to terminate this ARRA-recipient Agreement, in whole or in part, at any time before the end of the Performance Period, whenever CPA determines that the ARRA-recipient has failed to comply with any of this ARRA-recipient Agreement's terms. CPA shall notify the ARRA-recipient in writing prior to the thirtieth (30th) day preceding the termination of such determination and include:

1. the reasons for such termination;
2. the effective date of such termination; and
3. in the case of partial termination, the portion of the ARRA-recipient Agreement to be terminated.

CPA may also terminate this ARRA-recipient Agreement upon termination of ARRA funding from the federal government. If this Agreement is terminated for any reason, Comptroller and the State of Texas shall not be liable for any damages, claims, losses, expenses, cost or any other amounts of any kind whatsoever arising from or related to any such termination.

B. Parties' Right to Terminate. In addition to CPA's right to terminate specified in Subsection A of this section, both Parties shall have the right to terminate this ARRA-recipient Agreement, in whole or in part, when the Parties agree that the continuation of the activities funded under this ARRA-recipient Agreement would not produce beneficial results commensurate with the further expenditure of ARRA-recipient Agreement funds. The Parties shall agree, in writing, upon the termination conditions, including the effective date of termination and in the case of partial termination, the portion of the ARRA-recipient Agreement to be terminated.

Conflict of Interest

A. Financial Interest Prohibited. ARRA-recipient shall ensure (except for eligible administrative or personnel costs) that no person who (i) is an employee, agent, consultant, officer, or elected official or appointed official of the ARRA-recipient or of a subcontractor of ARRA-recipient, and (ii) who exercises or has exercised any functions or responsibilities with respect to the activities assisted under this ARRA-recipient Agreement or is in a position to participate in a decision making process or gain inside information with regard to such activities, may have an interest in or benefit from the activity or have any interest in the ARRA-recipient Agreement or a subcontract for the ARRA-recipient Agreement, during the persons tenure with ARRA-recipient or a subcontractor of ARRA-recipient and for at least one year thereafter. ARRA-recipient shall apply the requirements of this subsection to employees, agents, consultants, officers, and elected and appointed official of the ARRA-recipient and any subcontractors of ARRA-recipient as well as any member of such persons immediate families, their partners, and any organization that employs, or is about to employ any of the above. ARRA-recipient shall comply with Chapter 171, Texas Local Government Code.

B. Inclusion in Subcontracts. The ARRA-recipient shall include the substance of this Section in all subcontracts.

Monitoring

CPA reserves the right to perform periodic on-site monitoring of the ARRA-recipient's compliance with this ARRA-recipient Agreement's terms and conditions and of the adequacy and timeliness of the ARRA-recipient's performance pursuant to this ARRA-recipient Agreement and 10 C.F.R. 600.341. CPA will

monitor ARRA-recipients to assure compliance with applicable Federal requirements and that performance goals are being achieved for each program, function or activity. After each monitoring visit, CPA shall provide the ARRA-recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in the ARRA-recipient's performance under this ARRA-recipient Agreement's terms, the monitoring report shall include requirements for the timely correction of such deficiencies by the ARRA-recipient. Failure by the ARRA-recipient to take action specified in the monitoring report may be cause for this ARRA-recipient Agreement's suspension or termination pursuant to the Sections on Suspension and/or Termination set forth on page 2 of this ARRA-recipient Agreement.

Audit

A. CPA may require, at ARRA-recipient's sole cost and expense, independent audits by a qualified certified public accounting firm of ARRA-recipient's books and records or the State's property. The independent auditor shall provide CPA with a copy of such audit at the same time it is provided to ARRA-recipient.

A. CPA's Right to Audit. Notwithstanding Subsection A. of this Section, CPA reserves the right to conduct a financial and compliance audit of ARRA-recipient Agreement funds received and performances rendered under this ARRA-recipient Agreement. The ARRA-recipient agrees to permit CPA or its authorized representative, designee, or agent to audit the ARRA-recipient's records, to facilitate performance of the audit, and to obtain any documents, materials or information necessary to facilitate such audit.

B. ARRA-recipient's Liability for Disallowed Costs. The ARRA-recipient understands and agrees that it shall be liable to CPA for any costs disallowed pursuant to financial and compliance audit(s) of ARRA-recipient Agreement funds. The ARRA-recipient further understands and agrees that reimbursement to CPA of such disallowed costs shall be paid by the ARRA-recipient from funds that were not provided or otherwise made available to the ARRA-recipient pursuant to this ARRA-recipient Agreement or any other federal contract.

C. State Auditor's Office. The ARRA-recipient understands that acceptance of ARRA-recipient Agreement funds acts as acceptance of the authority of the State Auditor's Office or any successor agency to conduct an audit or investigation in connection with these funds. The ARRA-recipient further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. The ARRA-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the ARRA-recipient and the requirement to cooperate is included in any subcontract it awards.

Reimbursement

A. ARRA-recipient agrees to make no request for reimbursement prior to return of this Agreement signed by the authorized ARRA-recipient representative. ARRA-recipient also agrees to make no request for reimbursement for goods or services procured by ARRA-recipient prior to the performance period start date of this Agreement or after the performance period end date of this Agreement; except that CPA may reimburse expenditures made prior to the return of this Agreement signed by the authorized ARRA-recipient representative if:

- The expense is directly related to the EECBG "approved" project
- The expense was not incurred prior to the signing of the Notification of Intent to participate in the EECBG program
- The expense meets all ARRA provisions, state and federal laws and regulations, and SECO Stimulus program rules
- The expense is properly documented; and
- The Agreement is executed

B. Request for Reimbursement. The ARRA-recipient shall submit to CPA, as often as needed, a properly completed VISS Form fully supported by receipts and such other documentation. CPA retains the authority to approve or deny the amount requested and shall not make disbursement of any such payment until CPA has reviewed and approved such a request.

C. Payment Contingent. Notwithstanding the provisions of Subsection A of this Section, payments under this ARRA-recipient Agreement are contingent upon the ARRA-recipient's performance of its contractual obligations.

Reporting Requirements

ARRA recipients shall comply with all Reporting Requirements of CPA for ARRA EECBG grant agreements as published on CPA's website: <http://www.secostimulus.org/blockgrant>. This compliance includes the reporting requirements as originally published and as modified throughout the Performance Period included on the Cover Page of this Agreement, and otherwise as required for ARRA recipient's compliance with this Agreement.

Closing the Grant

A. The ARRA-recipient must have expended all grant funds and submitted expenditure reimbursement requests and any invoices by the end of the performance period listed on the ARRA-recipient Agreement.

A. CPA will close an award after receiving ARRA-recipient's final expenditure report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to awards modifications and payments. If the close out review and reconciliation indicates that the ARRA-recipient is owed additional funds, CPA will send the final payment automatically to the ARRA-recipient.

Restrictions, Disclaimers and Notice

A. Notwithstanding any other Agreement provisions, the parties hereto understand and agree that CPA's obligations under this Agreement are contingent upon the receipt of adequate funds to meet CPA's liabilities hereunder. CPA shall not be liable to the ARRA-recipient for costs under this Agreement which exceed the amount specified in the Notice of ARRA-recipient Award.

A. Notice. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express, to the other party at its respective address set forth below or to such other address as one party shall give notice of to the other from time to time hereunder. Mailed notices shall be deemed to be received on the third business day following the date of mailing. Notices sent by overnight courier shall be deemed received the following business day. Notice shall be sent to:

For CPA

Assigned Grants Contract Manager

For ARRA-recipient:

Hambell M. Davenport
County Judge

Retention and Accessibility of Records

A. Retention of Records. The ARRA-recipient shall maintain fiscal records and supporting documentation for all expenditures of ARRA-recipient Agreement funds. The ARRA-recipient shall retain these records and any supporting documentation for the greater of three (3) years from the completion of CPA's Agreement with DOE including program requirements and financial obligations, or the period of time required by other applicable laws and regulations as described in Exhibit A.

A. Access to Records. The ARRA-recipient shall give the United States Department of Energy, the Inspector General, the General Accounting Office, the Auditor of the State of Texas, CPA, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by the ARRA-recipient pertaining to this ARRA-recipient Agreement including records concerning the past use of federal funds. Such rights to access shall continue as long as the records are retained by the ARRA-recipient. The ARRA-recipient agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act, Chapter 552, Texas Government Code.

B. Inclusion in Subcontracts. The ARRA-recipient shall include the substance of this Section, Retention and Accessibility of Records, in all subcontracts.

Subcontracts

A. ARRA-recipient Liability. In no event shall any provision of this Section be construed as relieving the ARRA-recipient of the responsibility for ensuring that the performances rendered under all subcontracts

comply with all of this ARRA-recipient Agreement's terms as if such performances rendered were rendered by the ARRA-recipient. CPA's approval under this Section does not constitute adoption, ratification or acceptance of the ARRA-recipient's or a subcontractor's performance. ARRA-recipient shall require all subcontractors to comply with the same reporting requirements as ARRA-recipient outlined in the Section of this Agreement entitled "Other Requirements", paragraph B. ARRA-recipient will also be responsible to ensure that all Vendors comply with the same reporting requirements.

A. **Applicable Law.** The ARRA-recipient shall comply with 10 C.F.R. Part 600 and all applicable federal and state laws outlined in Exhibit A and local laws, regulations and ordinances related to making procurements under this ARRA-recipient Agreement.

Legal Authority

A. **Signatory Authority.** The ARRA-recipient assures and guarantees that the ARRA-recipient possesses the legal authority to enter into this ARRA-recipient Agreement, to receive ARRA-recipient Agreement funds and to perform the services the ARRA-recipient has obligated itself to perform pursuant to this ARRA-recipient Agreement.

A. **Authorized Representative.** The person or persons signing and executing this ARRA-recipient Agreement on the ARRA-recipient's behalf do warrant and guarantee that he, she or they have been duly authorized by the ARRA-recipient to execute this ARRA-recipient Agreement on the ARRA-recipient's behalf and to validly and legally bind the ARRA-recipient to all contractual terms, performances and provisions. If requested, ARRA-recipient will provide CPA with documents granting authority to the designated representative authorizing them to execute documents for this purpose.

Notice of Litigation and Claims

The ARRA-recipient shall give CPA immediate notice in writing of:

1. any action, including any proceeding before an administrative agency, filed against the ARRA-recipient arising out of the performance of any subcontract under this ARRA-recipient Agreement; and
2. any claim against the ARRA-recipient, the cost and expense of which the ARRA-recipient may be entitled to be reimbursed by ARRA grant programs.

Except as otherwise directed by CPA, the ARRA-recipient shall furnish immediately to CPA copies of all documentation received by the ARRA-recipient with respect to such action or claim.

Indemnification

To the extent permitted by law, the ARRA-recipient agrees to hold CPA harmless and to indemnify CPA from and against any and all claims, demands and causes of action of every kind and character that may be asserted by any party occurring or in any way incident to, arising out of or in connection with the services to be performed by the ARRA-recipient or its subcontractors, if any, pursuant to this ARRA-recipient Agreement.

Changes and Amendments

A. **Written Amendment.** Except as specifically provided otherwise in this ARRA-recipient Agreement, any alterations, additions or deletions to this ARRA-recipient Agreement's terms shall be made through written amendments generated by CPA and executed by the Parties.

A. **Authority to Amend.** This ARRA-recipient's deliverables shall be rendered in accordance with ARRA, Exhibit A, the assurances and certifications made to CPA by the ARRA-recipient and the assurances and certifications made to CPA by the State of Texas with regard to the operation of the ARRA grant programs. Policies and reporting requirements may further be amended by CPA, during the period of this ARRA-recipient Agreement's performance as the federal government issues policy directives that serve to establish, interpret or clarify this ARRA-recipient Agreement's performance requirements. Such policy directives shall be promulgated by CPA in the form of Information Bulletin and shall have the effect of qualifying this ARRA-recipient Agreement's terms and shall be binding upon the ARRA-recipient as if written in the ARRA-recipient Agreement.

B. **Effect of Changes in Federal and State Laws.** Any alterations, additions, or deletions to this ARRA-recipient Agreement's terms that are required by the changes in federal and state laws or regulations are automatically incorporated into this ARRA-recipient Agreement without written amendment to this ARRA-recipient Agreement and shall become effective on the date designated by such law or regulation. The

Recovery Accountability and Transparency Board periodically publishes Information Bulletins to release, update, amend or clarify grants and programs which it administers. Information regarding releases and information regarding ARRA funds can be accessed at <http://www.recovery.gov/> and are incorporated by reference into this ARRA-recipient Agreement as if set forth herein.

C. The ARRA-recipient shall notify CPA within ten (10) working days of the occurrence of any change in the ARRA-recipient's key personnel assigned to the grant project, significant changes affecting the ARRA-recipient's identity (such as name, governing structure or organization ownership or control, name change, governing board membership), any voluntary or involuntary actions in bankruptcy, or any criminal or civil allegations or actions by or against the ARRA-recipient.

Headings

Headings and captions of this ARRA-recipient Agreement's sections and paragraphs are only for convenience and reference. These headings and captions shall not affect or modify this ARRA-recipient Agreement's terms or be used to interpret or assist in the construction of this ARRA-recipient Agreement.

Program ARRA-recipients

Except as specifically authorized by CPA in writing, the ARRA-recipients, in selecting their Sub-grantees ("Program Subrecipients") hereunder, shall utilize procurement procedures referenced in ARRA Provisions located at www.secostimulus.org/blockgrant (as applicable). The ARRA-recipient, in sub-granting any of the performances hereunder, expressly understands that in entering into such sub-grants, CPA is in no way liable to the Program Subrecipients.

The ARRA-recipient shall ensure that the performances rendered under all sub-grants by their Program Subrecipients are rendered so as to comply with all the terms and provisions of this ARRA-recipient Agreement as if the performances rendered were rendered by the ARRA-recipient. Should the ARRA-recipient enter into a subsequent sub-grant, the ARRA-recipient shall:

1. Remain liable for the performance of the terms, conditions, and exhibits of this ARRA-recipient Agreement.
2. Provide to CPA, within thirty (30) days of contract execution, all Program Subrecipient's names, addresses, telephone numbers, contact persons, contract amounts, and program description of each sub-grant to this ARRA-recipient Agreement.
3. Require that Program Subrecipients make all documents, papers, and records relevant to the work performed available to CPA and/or Federal Granting Agency or their duly authorized representative for examination, copying, or mechanical reproduction.
4. Require each of its Program Subrecipients to be subject to the examination and audit of its duly authorized agents and shall mandate that all Program Subrecipients retain all financial records, supporting documents, statistical records, evaluation data, program performance data, member information and personnel records for a period of five (5) years after:
 - a. The submission of the Program Subrecipient's final expenditure report for the program; and
5. The resolution of any litigation, claim, negotiation, audit or other action involving those records, if such resolution is after the submission of the Program Subrecipient's final expenditure report for the program. Notify CPA in writing within thirty (30) days if any Program Subrecipient under this award is suspended or terminated. Additionally, in such notice, the ARRA-recipients shall identify how the suspension or termination will impact the Subrecipient's budget and scope of work.
6. Provide written notice to each Program Subrecipient within seven (7) days from the date the ARRA-recipient Agreement is terminated or the date CPA suspends this ARRA-recipient Agreement.
7. Request of each program Subrecipient, the certifications required in Exhibit B: Assurances and Certifications.

Buy Texas

ARRA-recipient should make every effort to buy Texas products and materials for use in providing the services authorized herein when such products and materials are available at a comparable price and in a comparable period of time when compared to non-Texas products and materials.

Technical Assistance

CPA will provide technical assistance to the ARRA-recipient with correcting the deficiencies noted during monitoring, evaluations and the reimbursement process. CPA may conduct follow-up visits to review the previous deficiencies and to assess the efforts made to correct them.

Fraud

If the administrative head of a department or entity that is subject to audit by the Texas State Auditor, has reasonable cause to believe that ARRA funds received by the ARRA-recipient or by a clerk or contractor of the ARRA-recipient may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the ARRA-recipient, the administrative head shall report the reason and basis for the belief to the Texas State Auditor. The Texas State Auditor may investigate the report or may monitor any investigation conducted by the ARRA-recipient.

A form to report fraud, waste or abuse is available on the Fraud Reporting Page: <http://sao.fraud.state.tx.us/>. Reports of fraud, waste or abuse may also be mailed to: State Auditor's Office, Attn: SIU, P. O. Box 12067, Austin, TX 78711-2067. Persons who report fraud may choose to remain anonymous.

Oral and Written Agreements

A. Prior Agreements. All oral and written agreements between the Parties relating to the ARRA-recipient Agreement's subject matter that were made prior to Date of Execution have been reduced to writing and are contained in the ARRA-recipient Agreement.

A. Exhibits. The exhibits enumerated and denominated in the Agreement are hereby made a part of the ARRA-recipient Agreement and constitute promised performance by the ARRA-recipient in accordance with the ARRA-recipient Agreement and the Exhibits.

B. Deputy Comptroller's Signature. The ARRA-recipient Agreement is not effective unless signed by the Deputy Comptroller of CPA.

Compliance with Law/Order of Precedence

Any inconsistency in the ARRA-recipient Agreement shall be resolved by giving precedence in the following order: (a) Applicable Federal Statutes, (b) Code of Federal Regulations, (c) State of Texas Statutes, (d) State of Texas Administrative Code, (e) Notice of Funding Opportunity, (f) the approved ARRA SOW including all assurances, certifications, exhibits, and pre-award negotiations and (g) CPA ARRA Guidelines. In the event of a conflict between such laws and regulations and the terms and conditions of the ARRA-recipient Agreement, precedence shall be given to the laws and regulations.

Waiver

Any right or remedy provided for in the ARRA-recipient Agreement provision shall not preclude the exercise of any other right or remedy under the ARRA-recipient Agreement or under any provision of law, nor shall any action taken or failure to take action in the exercise of any right or remedy be deemed a waiver of any other rights or remedies at any time.

Venue

For purposes of litigation pursuant to the ARRA-recipient Agreement, venue shall lie only in Travis County, Texas.

Disputes

The parties shall use the dispute resolution process provided for in Chapter 2290, Texas Government Code, to resolve any disputes under the ARRA-recipient Agreement.

Solid Waste Disposal Act

Prior to the expenditure of Federal funds to store, process, or dispose of hazardous materials ARRA-recipient shall comply with the Solid Waste Disposal Act, Texas Health & Safety Code, Chapter 361, and Title 30, Texas Administrative Code Chapter 335 "Industrial Solid Waste and Municipal Hazardous Waste" administered by the Texas commission on Environmental Quality. Sanitary or hazardous waste is defined in 40 CFR Part 260 and 30 TAC Chapter 335 to include, but not be limited to, old light bulbs, lead ballasts, piping, roofing material, discarded equipment, debris, and asbestos. ARRA-recipient shall obtain any required permit and retain all compliance documentation related to the project.

Assignment

ARRA-recipient shall not transfer or assign any rights or duties under or any interest in this Agreement. ARRA-recipient shall not delegate its responsibilities or duties under the terms of this Agreement.

**EXHIBIT A
APPLICABLE LAWS AND REGULATIONS**

The ARRA-recipient shall comply with the American Recovery and Reinvestment Act and regulations specified in 10 C.F.R. Part 600, Financial Assistance Rules; OMB Circular A-87, A-102, A-133; and Ex. Order 12372 (intergovernmental review of federal programs). ARRA-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this ARRA-recipient Agreement's activities and performances rendered by the ARRA-recipient including but not limited to the laws and the regulations promulgated hereunder and specified in the Texas Uniform Grants Management Standards (UGMS) and Paragraph A through P of this Exhibit.

A. **CIVIL RIGHTS - Title VI of the Civil Rights Act of 1964, as amended. (42 U.S.C. § 2000d et seq.);**
<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t41t42+2957+3+++%28civil%20ri>

B. **HANDICAP AND ARCHITECTURAL BARRIERS - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794)**
<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t29t32+363+0+++%28Handicap%29;>

The ARRA-recipient shall ensure that the plans and specifications for construction of, improvements to, or the renovation of buildings, related to this project have been received by the Texas Department of Licensing and Regulation (TDLR) concerning the elimination of architectural barriers encountered by persons with disabilities as specified in Chapter 469, Texas Government Code.
<http://www.statutes.legis.state.tx.us/Docs/GV/pdf/GV.469.pdf>

B. **ENVIRONMENTAL LAW AND AUTHORITIES - The ARRA-recipient shall assume the environmental responsibilities for projects and in doing so shall comply with the provisions of the National Environmental Policy Act of 1969, as amended and the Council on Environmental Quality regulations contained in 40 C.F.R. parts 1500 through 1508.** http://www.access.gpo.gov/nara/cfr/waisidx_07/40cfr1501_07.html ; (44 C.F.R. 10.1)

D. **LABOR STANDARDS - The Davis-Bacon Act, as amended (40 U.S.C. § 3142)**
<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37t40+1723+1+++%28%29%20%20A;>

The Contract Work Hours & Safety Standards Act (40 U.S.C. § 3702)
<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37t40+1765+1+++%28%29%20%20A;>

The Copeland "Anti-Kickback" Act (18 U.S.C. § 874)
<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t17t20+514+0+++%28%29%20%20AND%20%28%2818%29%20ADJ%20USC%29%3ACITE%20AND%20%28USC%20w%2F10%20%28874%29%29%3ACITE%20%20%20%20%20%20%20%20%20%20>

E. **FREEDOM OF INFORMATION ACT - (5 U.S.C. 552);**
[http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t05t08+26+0+++%28information%](http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t05t08+26+0+++%28information%29)

F. **UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 - If the ARRA-recipient is a governmental entity, it must comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and (Federal Assurance) - (42 U.S.C. 4601);**
<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t41t42+4598+1+++%28%29%20%20AND%20%28%2842%29%20ADJ%20USC%29%3ACITE%20AND%20%28USC%20w%2F10%20%284601%29%29%3ACITE%20%20%20%20%20%20%20%20%20%20>

G. **FAITH-BASED ACTIVITIES - Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 Fed. Reg. 77141)**
<http://edocket.access.gpo.gov/2002/pdf/02-31831.pdf>

H. **AUDITS/MONITORING - The ARRA-recipient shall arrange for the performance of an annual financial and compliance audit of ARRA-recipient Agreement funds received and performances rendered under this ARRA-recipient Agreement. ARRA-recipients will also be monitored for compliance with this ARRA-recipient Agreement's terms.**

I. GRANT ADMINISTRATION - The ARRA-recipient will also comply with Texas Government Code, Chapter 783, and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements, [http://info.sos.state.tx.us/pls/pub/readtac\\$ext.TacPage?sl=T&app=9&p_dir=N&p_rloc=111847&p_tloc=&p_pi oc=1&pg=2&p_tac=&tj=1&pt=1&ch=5&rl=141](http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=T&app=9&p_dir=N&p_rloc=111847&p_tloc=&p_pi oc=1&pg=2&p_tac=&tj=1&pt=1&ch=5&rl=141).

J. PROPERTY ADMINISTRATION - TAC Title 1, Part 5, Chapter 116, [http://info.sos.state.tx.us/pls/pub/readtac\\$ext.ViewTAC?tac_view=3&tj=1&pt=5](http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=3&tj=1&pt=5)

J. PUBLICATIONS -

ARRA-recipient acknowledges that the United States Department of Energy reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a ARRA-recipient or Subrecipient purchases ownership with Federal support. The ARRA-recipient agrees to consult with the U.S. Department of Energy regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

ARRA-recipient agrees that all publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a grant from the United States Department of Energy through the CPA using, at least in part, ARRA funds. Point of view or opinions expressed in the document are those of the authors and do not necessarily represent the official position or policies of U.S. Department of Energy or the CPA."

L. DRUG-FREE WORKPLACE - 10 C.F.R. Part 807

ARRA-recipients shall comply with the Drug-Free workplace Act of 1988 as applicable, located at <http://law.justia.com/us/cfr/title10/10-4.0.1.3.15.html>

M. BUY AMERICAN ACT - 41. U.S.C. 10a-10d

ARRA-recipient shall comply with the Buy American Act as applicable located at: http://www.acquisition.gov/FAR/current/html/subpart%2025_6.html

N. WHISTLEBLOWER PROTECTION ACT OF 1989 - 5 U.S.C. Section 2302

ARRA-recipients shall comply with the Whistleblower Protection Act of 1989 located at:

<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+105108+179+0++%28%29%20%20AND%20%28%285%29%20ADJ%20USC%29%3ACITE%20AND%20%28USC%20w%2F10%20%282302%29%29%3ACITE%20%20%20%20%20%20%20%20>

O. STATE CONSTRUCTION GUIDELINES - If the planned expenditure of ARRA funds involves modernization, renovation, or repair of existing facilities, final approval must be received from the appropriate agency as specified below and all documentation concerning the approval must be forwarded with the initial application for ARRA funds.

All applications must be submitted in accordance with Title 19, Part 1, Chapter 17 of the Texas Administrative Code, [http://info.sos.state.tx.us/pls/pub/readtac\\$ext.ViewTAC?tac_view=3&tj=19&pt=1](http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=3&tj=19&pt=1) regardless of project cost or scope.

For other state agencies, the approval authority is the Texas Facilities Commission, except as specified in Texas Government Code, 2165.007, 2166.003 and 2166.004, <http://www.statutes.legis.state.tx.us/?link=GV>

**EXHIBIT B
ASSURANCES AND CERTIFICATIONS**

I, Henshell M. Davenport as the authorized official of Navarro County, Texas, hereinafter referred to as the "ARRA-recipient," certify the following with respect to the expenditure of ARRA-recipient Agreement funds.

A. The program shall be conducted and administered in conformity: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

A. ARRA-recipient will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for program purposes regardless of federal participation in purchases.

C. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification) The ARRA-recipient certifies that it and its principals, contractors and vendors;

1. 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; ARRA-recipients can access debarment information by going to www.epis.gov and the State Debarred Vendor List http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/

2. Have not within a three-year period preceding this application been convicted of or had 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;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in this certification; and

4. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

5. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application. (Federal Certification).

C. Drug-Free Workplace (ARRA-recipients other than individuals) - This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 10 CFR Part 607. The regulations require certification by ARRA-recipients, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when CPA determines to award the ARRA-recipient Agreement. False certification or violation of the certification may be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment .

As the duly authorized representative of the ARRA-recipient, I certify, to the best of my knowledge and belief that the ARRA-recipient will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the ARRA-recipient's workplace and specifying the consequences and actions that will be taken against employees for violation of such prohibition;
 2. Establish an ongoing drug-free awareness program to inform employees about
 - (a) the dangers of drug abuse in the workplace, (b) the ARRA-recipient's policy of maintaining a drug-free workplace,
 - (c) any available drug counseling, rehabilitation, and employee assistance programs, and
 - (d) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 3. 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 (1);
 4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
 - (a) abide by the terms of the statement, and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
 5. Notifying CPA within ten (10) days after receiving notice under subparagraph (4) (b) from an employee or otherwise receiving actual notice of such conviction;
 6. Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph (4) (b), with respect to any employee who is so convicted;
 - (a) taking appropriate personnel action against such an employee, up to and including termination, or
 - (b) 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;
- D. It will comply with the provisions of the Hatch Act, as amended (5 U.S.C. § 1501 et seq.) which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal Funds.
- E. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C 276a and 276a-7), the Copeland Act (40 U.S.C 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction sub-agreements.
- F. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires the recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- G. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of program consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C 1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 178(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- H. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- I. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification, and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16U.S.C. 489a-1 et seq.).
- J. Will comply with P.L. 93-348 and 45 C.F.R., Part 46 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

K. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

L. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

M. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984, as amended, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, application guidelines, and policies governing this program.

N. The ARRA-recipient certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. ARRA-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.



Signature

12-20-10

Date

Herrell M. Davenport, County Judge
Printed Name, Title,

Navarro County, Texas
City/County

**EXHIBIT C
CERTIFICATION REGARDING LOBBYING FOR
ARRA-RECIPIENT AGREEMENTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

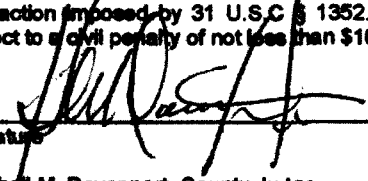
The undersigned, Herrell M. Davenport, as the authorized official of Navarro County, Texas, certifies the following to the best of his/her knowledge and belief.

A. No federal appropriated funds have been paid or shall be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal ARRA-recipient Agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal ARRA-recipient Agreement, grant, loan or cooperative agreement.

A. If any funds other than federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal ARRA-recipient Agreement grant, loan or cooperative agreement, the undersigned shall complete and submit standard form Disclosure Form to Report Lobbying form in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards including sub-contracts, sub-grants and Program ARRA-recipient Agreements under grants, loans, and cooperative agreements and that all ARRA-recipient shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Signature

12-20-10

Date

Herrell M. Davenport, County Judge
Printed Name, Title,

Navarro County, Texas
City/County

**Exhibit D
2010 ARRA Terms and Conditions
Department of Energy**

The following Department of Energy (DOE) Special Terms and Conditions, Award Number DE-EE000003/000, and other applicable DOE terms and conditions are hereby incorporated into this Agreement.

A. Site Visits. DOE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Subrecipients must provide, and must require Subcontractors to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

B. Decontamination and/or Decommissioning (D&D) Costs. Notwithstanding any other provisions of this Agreement, the DOE or the Recipient shall not be responsible for or have any obligation to the Subrecipient for (i) D&D of any of the Subrecipient's facilities, or (ii) any costs which may be incurred by the Subrecipient in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of the Agreement.

SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER ARRA (May 2009)

A. Flow Down Requirement. Subrecipient understands that Comptroller/Recipient is subject to the following provisions. Subrecipient shall cooperate with Comptroller/Recipient relevant to such compliance. Subrecipient must include these special terms and conditions in any subcontracts.

B. Segregation of Costs. Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

C. Prohibition on Use of Funds. None of the funds provided under this agreement derived from ARRA, may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

D. Access to Records. With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1968 (5 U.S.C. App.) or of the Comptroller General is authorized –
(1) to examine any records of the Subrecipient or Subrecipient Subcontractor any of its subcontractors or any State or local agency administering such contract that pertain to, and involve transactions that relate to, the grant or subcontract; and
(2) to interview any officer or employee of the Subrecipient or Subrecipient Subcontractor agency regarding such transactions.

E. Publication. An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the Subrecipient or Subrecipient Subcontractor does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the Subrecipient or Subrecipient Subcontractor should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

Notice of Restriction on Disclosure and Use of Data
The data contained in pages — of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this Subrecipient or Subrecipient Subcontractor receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the Subrecipient or Subrecipient Subcontractor.

Information about this agreement will be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board. The Board may exclude

posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

F. Protecting State and Local Government and Contractor Whistleblowers. The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the ARRA, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- gross management of an agency contract or grant relating to covered funds;
- a gross waste of covered funds;
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Non-enforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under ARRA, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of ARRA, www.Recovery.gov, for specific requirements of this section and prescribed language for the notices.).

G. Reserved

H. False Claims Act. Recipient and Subrecipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, Subrecipient Subcontractor, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

I. Information in Support of ARRA Reporting. Subrecipient may be required to submit backup documentation for expenditures of funds under the ARRA including such items as timecards and invoices. Subrecipient shall provide copies of backup documentation at the request of the Contracting Officer or designee.

J. Availability of Funds. Funds obligated to this award are available for reimbursement of costs as provided in Exhibit G.

K. Certifications. With respect to funds made available to State or local governments for infrastructure investments under ARRA, the Governor, mayor, or other chief executive, as appropriate, certified by acceptance of this award that the infrastructure investment has received the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate

use of taxpayer dollars. Recipient shall provide an additional certification that includes a description of the investment, the estimated total cost, and the amount of covered funds to be used for posting on the Internet. A State or local agency may not receive infrastructure investment funding from funds made available by the Act unless this certification is made and posted.

REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF ARRA

Recipients and their first-tier Subrecipients must maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with ARRA funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.

DOE ASSURANCE OF COMPLIANCE, NON DISCRIMINATION IN STATE ASSISTED PROGRAMS

Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Section 16 of the Federal Energy Administration Act of 1974 (Pub. L. 93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub. L. 93-438), Title IX of the Education Amendments of 1972, as amended (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1977 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), the Department of Energy Organization Act of 1977 (Pub. L. 95-91), the Energy Conservation and Production Act of 1976, as amended, (Pub. L. 94-385) and Title 10 Code of Federal Regulations, Part 1040. In accordance with the above laws and regulations issued pursuant thereto, the Subrecipient agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Subrecipient receives Federal assistance from the Department of Energy.

Applicability and Period of Obligation. In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance funding extended to Subrecipient by the Department of Energy, this assurance obligates Subrecipient for the period during which the Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates Subrecipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates Subrecipient for the period during which the Federal assistance is extended to Subrecipient by the Department of Energy.

Employment Practices. Where a primary objective of the Federal assistance is to provide employment or where Subrecipient's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the Department of Energy, Subrecipient agrees not to discriminate on the ground of race, color, national origin, sex, and disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs, or other forms of compensation and use of facilities.

Subrecipient Assurance. Subrecipient shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws cited above. To this end, Subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and Subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records. Subrecipient agrees to compile and maintain information pertaining to programs or activities developed as a result of Subrecipient's receipt of Federal assistance from the Department of Energy. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be serviced by race, color, national origin, sex, and disability; (3) data regarding covered employment, including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of 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 Subrecipients with laws cited in the first paragraph of this assurance.

Subrecipient agrees to submit requested data to the Department of Energy regarding programs and activities developed by the Subrecipient from the use of Federal funds extended by the Department of Energy. Facilities of Subrecipient (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to Subrecipient'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 Subrecipients by the Department of Energy, including installment payments on account after such date of application for Federal assistance which are approved before such date. Subrecipient 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 Subrecipient, 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 Subrecipient.

Subrecipient Certification. Subrecipient 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 Subrecipient upon written request to DOE.)

**Exhibit E
ARRA Subrecipient Affidavit**

This Affidavit must be signed and sworn (notarized).

I, Herbhall M. Davenport, an authorized representative of Navarro County, Texas, a [governmental entity] that is receiving ARRA 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 Subrecipient 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 exhibits are true, complete, and correct, to the best of my knowledge.

I understand that I am receiving ARRA funding from CPA, a Texas state agency.

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 commingled 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 subcontractors 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.

Navarro County, Texas
Subrecipient Name

[Signature]
Affiant Signature

Herbhall M. Davenport
Full Name
County Judge
Title

12-20-10
Date



Sworn and subscribed before me by the said
Herbhall M. Davenport Jr
(Printed Name of Recipient's Authorized Representative)

this 7th day of December, 2010
[Signature]
Notary Public, State of Texas

Notary's printed name Sherlyn Curtis My commission expires: 11/18/11 (Seal)

Exhibit F
ARRA Subrecipient's Contractor's Affidavit

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The 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 ARRA 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 Subrecipient Subcontractor 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 exhibits are true, complete, and correct, to the best of my knowledge.

I understand that I am receiving ARRA funding from a governmental entity [city or county] through CPA, a Texas state agency. 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 commingled 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) 424-6464 and the Texas State Auditor's Office at (800) 882-8346. I further understand that I will require all subcontractors 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.

Subrecipient Subcontractor Name

Affiant Signature

Full Name

Title

Date

Sworn and subscribed before me by the said

(Printed Name of Recipient's Authorized Representative)

this _____ day of _____, 20____.

Notary Public, State of Texas

Notary's printed name: _____ My commission expires: _____ (Seal)

ATTACHMENT G
Statement of Work and Budget

County of Navarro – Energy Efficiency and Conservation Block Grant Program

Type of Project & Description: Activity Category: (1) Building Energy Audits & Retrofits

This project involves retrofitting existing HVAC units with new energy efficient HVAC units.

Approved Budget Per Cost Category and Payment:

Audit	\$0.00
Consultant	\$0.00
Travel	\$0.00
Subcontractor	\$115,153.00
Project equipment	\$0.00
Other Direct Operating Expenses	\$0.00
Total Budget	\$115,153.00
Funds Leveraged	\$0.00

Total payments to ARRA-recipient under this Agreement shall not exceed \$115,153.00 in accordance with the Agreement.

Tasks to be performed in completing the project: The ARRA-recipient shall complete all of the Tasks as set forth below and the ARRA-recipient shall provide information regarding such task. *(Task that includes purchasing equipment must include: how many, size, model, rating, etc. Please include the date you anticipate each task will be completed. The rows will expand as you type, add lines as necessary)*

Retrofit three existing 10 year or older HVAC units with new 14 SEER or higher HVAC units at the Navarro County Courthouse (300 West 3rd Avenue, Corsicana, Texas 75110).	October 2010 – September 2011
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Please note buildings over 44 years of age will require review and release by the Texas Historical Commission prior to engaging in an activity.

423

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(Previous Editions Obsolete)

U.S. DEPARTMENT OF ENERGY

ENVIRONMENTAL QUESTIONNAIRE

I. BACKGROUND

The Department of Energy (DOE) National Environmental Policy Act (NEPA) Implementing Procedures (10 CFR 1021) require careful consideration of the potential environmental consequences of all proposed actions during the early planning stages of a project or activity. DOE must determine at the earliest possible time whether such actions will require either an Environmental Assessment or an Environmental Impact Statement, or whether they qualify for a Categorical Exclusion. To comply with these requirements, an Environmental Questionnaire must be completed for each proposed action to provide DOE with the information necessary to determine the appropriate level of NEPA review.

II. INSTRUCTIONS

Separate copies of the Environmental Questionnaire should be completed by the principal proposer and appropriate proposer's subcontractor. In addition, if the proposed project includes activities at different locations, an independent questionnaire should be prepared for each location. Supporting information can be provided as attachments.

In completing this Questionnaire, the proposer is requested to provide specific information and quantities, when applicable, regarding air emissions, wastewater discharges, solid wastes, etc., to facilitate the necessary review. The proposer should identify the location of the project and specifically describe the activities that would occur at that location. In addition, the proposer will be required to submit an official copy of the project's statement of work (SOW) or statement of project objective (SOPO) that will be used in the contract/agreement between the proposer and DOE.

III. QUESTIONNAIRE

A. PROJECT SUMMARY

- 1. Solicitation/Project Number: _____
- 2. Proposer: Navarro County, TX
- 3. Principal Investigator: Philip Seely
- Telephone Number: 903-875-3312
- 4. Project Title: Navarro Justice Center Roof
- 5. Duration: _____
- 6. Location(s) of Performance (City/Township, County, State): Navarro County Justice Center
312 W. 2nd Ave.
Corsicana, TX 75110
- 7. Identify and select checkbox with the predominant project work activities under Group A-7b or A-7c.

Group A-7b

- Work or project activities does NOT involve new building/facilities construction and site preparation activities. This work typically involves routine operation, modification, and retrofit of existing utility and transportation infrastructure, laboratories, commercial buildings/properties, offices and homes, test facilities, factories/power plants, vehicles test stands and components, refueling facilities, greenspace infrastructure, or other existing facilities.

Group A-7c

- Work or project activities typically involves major building or facility construction, site preparation; the installation, replacement, or major modifications of energy system prototypes and infrastructure, access right-of-ways and roads; utility, greenspace, and transportation infrastructure, vehicle test facilities; commercial buildings/properties, fuel refinery/mixing facilities, factories/power plants; and other types of energy efficiency/conservation related systems, structures, and facilities. This work can require new or modified regulatory permits, environmental sampling and monitoring requirements, master planning, public involvement, and environmental impact review.
- Other types of work or project activities not listed. (please describe):
8. Summarize the objectives of the proposed work. List activities planned at the location as covered by this Environmental Questionnaire. Replace existing roof with new light/heat reflective membrane roof surface. ■
9. List all other locations where proposed work or project would be performed by project's proposer and subcontractors. N/A
10. Identify major project operation related materials and waste that would be used, consumed, and produced by this project or activity. Roof insulation & roof membrane scraps
11. Provide a brief description of the project location (physical location, surrounding area, adjacent structures).
Navarro County Justice Center (312 W. 2nd Ave., Corsicana, TX) is a commercial district with parking lots on 2 sides and city streets on 2 sides. ■
12. Attach a site plan or topographic map of the project work area.
See Attached

B. ENVIRONMENTAL IMPACTS

This section is designed to obtain information for objectively assessing the environmental impacts of a proposed project. NEPA procedures require evaluations of possible effects (including land use, energy resource use, natural, historic and cultural resources, and pollutants) from proposed projects on the environment.

1. Land Use
- a. Characterize present land use where the proposed project would be located.
- | | | | |
|-----------------------------------|--|--|--|
| <input type="checkbox"/> Urban | <input type="checkbox"/> Industrial | <input checked="" type="checkbox"/> Commercial | <input type="checkbox"/> Agricultural |
| <input type="checkbox"/> Suburban | <input type="checkbox"/> Rural | <input type="checkbox"/> Residential | <input type="checkbox"/> Research Facilities |
| <input type="checkbox"/> Forest | <input type="checkbox"/> University Campus | <input type="checkbox"/> Other | |
- b. Describe how land use would be affected by planned construction and project activities.
■ No construction would be anticipated for this project.
- c. Describe any plans to reclaim/replant areas that would be affected by the proposed project.
■ No land areas would be affected.
- d. Would the proposed project affect any unique or unusual landforms (e.g., cliffs, waterfalls, etc.)?
■ No Yes (describe)
- e. Would the proposed project be located in or near a national park or wilderness area?
■ No Yes (describe)

If project work activities falls under item A-7b; then proceed directly to question B.6 (Atmospheric Conditions/Air Quality) and continue to fill out questionnaire.

If project work falls under item A-7c; then proceed directly below to question B.2 (Construction Activities and/or Operations) and continue to fill out questionnaire.

2. Construction Activities and/or Operations

- a. Identify any roads, trails, or utility right of ways that traverse the proposed site or will be constructed and clearly mark them on project site maps.
 None
- b. Would the proposed project require the construction of settling ponds?
 No Yes (describe and identify location, and estimate surface area disturbed)
- c. Would the proposed project affect any existing body of water?
 No Yes (describe)
- d. Would the proposed project be located in or impact a floodplain or wetland?
 No Yes (describe)
- e. Would the proposed project be likely to cause runoff/sedimentation/erosion?
 No Yes (describe)

3. Vegetation and Wildlife Resources

- a. Identify any State- or Federal-listed endangered or threatened plant or animal species affected by the proposed project.
 None
- b. Would any foreign substances/materials be introduced into ground or surface waters, or other earth/geologic resource because of project activities? Would these foreign substances/materials affect the water, soil, and geologic resources?
 No Yes (describe)
- c. Would any migratory animal corridors be impacted or disrupted by the proposed project?
 No Yes (describe)

4. Socioeconomic and Infrastructure Conditions.

- a. Would local socio-economic changes result from the proposed project?
 No Yes (describe)
- b. Would the proposed project generate increased traffic use of roads through local neighborhoods, urban or rural areas?
 No Yes (describe)
- c. Would the proposed project require new transportation access (roads, rail, etc.)? Describe location, impacts, costs.
 No Yes (describe)
- d. Would any new transmission lines and/or power line right-of-ways be required?
 No Yes (describe location, voltage, and length of line)

5. Historical/Cultural Resources

- a. Describe any historical, archeological, or cultural sites in the vicinity of the proposed project; note any sites included on the National Register of Historic Places.
 None
- b. Would construction or operational activities planned under the proposed project disturb any historical, archeological, or cultural sites?
 No planned construction No historic sites Yes (describe)
- c. Would the proposed project interfere with visual resources (e.g., eliminate scenic views) or alter the present landscape?
 No Yes (describe)

For all proposed project work activities identified under item A-7b, respond to item B6 directly below and continue filling out environmental questionnaire.

6. Atmospheric Conditions/Air Quality

- a. Identify air quality conditions in the immediate vicinity of the proposed project with regard to attainment of National Ambient Air Quality Standards (NAAQS). This information is available under the NAAQS tables from the U.S. EPA Air and Radiation Division.

	<u>Attainment</u>	<u>Non-Attainment</u>
O ₃	<input checked="" type="checkbox"/>	<input type="checkbox"/>
SO _x	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PM ₁₀	<input checked="" type="checkbox"/>	<input type="checkbox"/>
CO	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NO ₂	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Lead	<input checked="" type="checkbox"/>	<input type="checkbox"/>

- b. Would proposed project require issuance of new or modified major source air quality permits?
 No Yes (describe)
- c. Would the proposed project be in compliance with the National Emissions Standards for Hazardous Air Pollutants?
 No (explain) Yes
- d. Would the proposed project be classified as either a New Source or a major modification to an existing source?
 No Yes (describe)
- e. Would the proposed project be in compliance with the New Source Performance Standards?
 Not Applicable No (explain) Yes
- f. Would the proposed project be subject to prevention of significant deterioration air quality review?
 Not applicable No (explain) Yes (describe)
- g. What types of air emissions, including fugitive emissions, would be anticipated from the proposed project?
None
- h. Would any types of emission control or particulate collection devices be used?
 No Yes (describe, including collection efficiencies)
- i. If no control devices are used, how would emissions be vented?
No emissions will be created.

7. Hydrologic Conditions/Water Quality

- a. What is the closest body of water to the proposed project area and what is its distance from the project site?
Lake Halbert (about 4 miles)
- b. What sources would supply potable and process water for the proposed project?
City of Corsicana
- c. Quantify the daily or annual amount of wastewater that would be generated by the proposed project.
None
- d. Identify the local treatment facility that would receive wastewater from the proposed project.
 No discharges to local treatment facility
- e. Describe how wastewater would be collected and treated.
N/A
- f. Would any run-off or leachates be produced from storage piles or waste disposal sites?
 No Yes (describe source)
- g. Would project require issuance of new or modified water permits to perform project work or site development?
 No Yes (describe)
- h. Where would wastewater effluents from the proposed project be discharged?
 No wastewater produced
- i. Would the proposed project be permitted to discharge effluents into an existing body of water?
 No Yes (describe water use and effluent impact)
- j. Would a new or modified National Pollutant Discharge Elimination System (NPDES) permit be required?
 No Yes (describe)
- k. Would the proposed project adversely affect the quality or movement of groundwater?
 No Yes (describe)
- 8. Solid and Hazardous Wastes**
- a. Describe and estimate major nonhazardous solid wastes that would be generated from the project. Solid wastes are defined as any solid, liquid, semi-solid, or contained gaseous material that is discarded or has served its intended purpose, or is a manufacturing or mining by-product (40 CFR 260, Appendix I). About 10 c.y. of roof insulation, roof membrane scraps & ballast
- b. Would project require issuance of new or modified solid waste and/or hazardous waste related permits to perform project work activities?
 No Yes (explain)
- c. How and where would solid waste disposal be accomplished?
 On-site (identify and describe location)
 Off-site (identify location and describe facility and treatment) Corsicana, TX Landfill
- d. How would wastes for disposal be transported?
by contractor
- e. Describe and estimate the quantity of hazardous wastes (40 CFR 261.31) that would be generated, used, or stored under this project.
 None

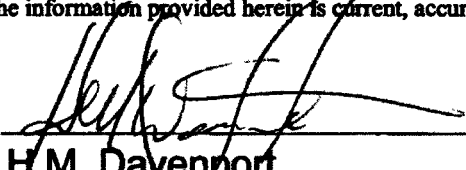
- f. How would hazardous or toxic waste be collected and stored?
 None used or produced

- g. If hazardous wastes would require off-site disposal, have arrangements been made with a certified TSD (Treatment, Storage, and Disposal) facility?
 Not required Arrangements not yet made Arrangements made with a certified TSD facility (identify):

C. **DESCRIBE ANY ISSUES THAT WOULD GENERATE PUBLIC CONTROVERSY REGARDING THE PROPOSED PROJECT.**
 None

IV. CERTIFICATION BY PROPOSER

I hereby certify that the information provided herein is current, accurate, and complete as of the date shown immediately below.

SIGNATURE:  DATE: 12 / 20 / 10
month day year

TYPED NAME: H.M. Davenport

TITLE: Navarro County Judge

ORGANIZATION: Navarro County

V. REVIEW AND APPROVAL BY DOE

I hereby certify that I have reviewed the information provided in this questionnaire, have determined that all questions have been appropriately answered, and judge the responses to be consistent with the efforts proposed.

PROJECT MANAGER:

SIGNATURE: _____ DATE: ____ / ____ / ____
month day year

TYPED NAME: _____

