

NAVARRO COUNTY COMMISSIONER'S COURT

A SPECIAL MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON MONDAY THE, 9TH DAY OF MAY, 2011 AT 10:00 A.M., IN THE COUNTY COURTROOM AT THE NAVARRO COUNTY COURTHOUSE, CORSICANA, TEXAS. PRESIDING JUDGE HM DAVENPORT, COMMISSIONERS PRESENT KIT HERRINGTON, DICK MARTIN, 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 OLSEN
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENTS- NO COMMENTS

**CONSENT AGENDA**

- MOTION TO APPROVE CONSENT AGENDA 5-11 BY HERRINGTON SEC  
MARTIN  
ALL VOTED AYE MOTION CARRIED
5. MOTION TO APPROVE MINUTES FROM THE PREVIOUS MEETING OF  
APRIL 25, 2011 AND APRIL 29<sup>TH</sup>, 2011
6. MOTION TO APPROVE AND PAY BILLS AS SUBMITTED BY THE  
COUNTY AUDITOR, INCLUDING CURRENT BILLS, INDIGENT BILLS,  
(PAID 4/27/2011), PAYROLL (PAID 04/29/2011) AND UTILITIES (PAID  
5/3/2011)
7. MOTION TO APPROVE BUDGET ADJUSTMENT OF \$5,365 FROM  
INDIGENT SOFTWARE MAINTENANCE (101-630-459) TO JAIL INMATE  
MEDICAL SOFTWARE MAINTENANCE (101-512-476) TO CONTINUE THE  
IHS SOFTWARE CONTRACT FOR INMATES
8. MOTION TO APPROVE BUDGET ADJUSTMENT OF \$1,224.28 FROM  
INDIGENT COPIER RENTAL (101-630-440), SINCE COPIER WAS MOVED  
TO COMMUNICATIONS
9. MOTION TO APPROVE OF THE MINUTES OF THE APRIL 7, 2011  
PLANNING AND ZONING MEETING **TO WIT PG 238**

10. MOTION TO APPROVE OF REPLAT OF LOTS #19 AND 20 OF LAKEVIEW ESTATES FOR STEVEN JOHNSON
11. MOTION TO APPROVE REPLAT OF LOTS #20 AND 21 OF SANDY COVE RANCH FOR MIKE SPEARS

**REGULAR AGENDA**

12. NO ACTION TAKEN ON BURN BAN
13. MOTION TO APPROVE AWARDED CONTRACT FOR HOME PROGRAM ADMINISTRATION AND/OR HOUSING SERVICE PROVIDER TO PUBLIC MANAGEMENT, INC. BY JUDGE DAVENPORT SEC BY MARTIN  
ALL VOTED AYE MOTION CARRIED **TO WIT PG 239-266**
14. MOTION TO APPROVE ACCEPTING PRICE INCREASES REQUESTED BY APAC-ARMOR AS PRESENTED BY HERRINGTON SEC BY OLSEN  
ALL VOTED AYE MOTION CARRIED **TO WIT PG 267-269**
15. MOTION TO APPROVE PRODUCT AND SERVICES AGREEMENT WITH INTECH WORLDWIDE, LP FOR JUSTICE OF THE PEACE TECHNOLOGY UPGRADE AUTHORIZED AND APPROVED COUNTY JUDGE TO SIGN AFTER NECESSARY ADJUSTMENTS ARE MADE BY OUR COUNTY ATTORNEY BY HERRINGTON SEC BY OLSEN **TO WIT PG 270-276**  
ALL VOTED AYE MOTION CARRIED
16. MOTION TO APPROVE A REQUEST FROM FRANK L. HULL TO HOLD A HUMAN RESOURCE TRAINING SESSION ON TUESDAY, JUNE 21, 2011 BY OLSEN SEC BY WARREN **TO WIT PG 277**  
ALL VOTED AYE MOTION CARRIED
17. MOTION TO APPROVE ADDING FRANK L. HULL AND KATHY HOLLOWAY AS AUTHORIZED COUNTY REPRESENTATIVES FOR TEXAS CLASS INVESTMENT POOL TO PERFORM ALL TRANSACTIONS REQUIRED BY MARTIN SEC BY HERRINGTON  
ALL VOTED AYE MOTION CARRIED **TO WIT PG 278**
18. MOTION TO APPROVE CHANGING THE COLLATERAL LEVEL RATIO IN THE NAVARRO COUNTY INVESTMENT POLICY FROM 125% TO 110%, AFFECTED ARE PAGES 6 AND 7 IN SECTION 5B OF THE POLICY BY MARTIN SEC BY WARREN  
ALL VOTED AYE MOTION CARRIED **TO WIT PG 279-285**

19. MOTION TO APPROVE OF THE NAVARRO COUNTY BANK DEPOSITORY CONTRACT AS RECOMMENDED BY THE DEPOSITORY CONTRACT COMMITTEE PROSPERITY BANK BY MARTIN SEC BY WARREN **TO WIT PG 286**  
ALL VOTED AYE MOTION CARRIED
20. NO ACTION TAKEN ON ADOPTING A DIRECT DEPOSIT PAYROLL POLICY FOR ALL EMPLOYEES TO BE IMPLEMENTED BY SEPTEMBER 2, 2011 PAYROLL
21. MOTION TO APPROVE TAX REPORT FOR APRIL 2011, RUSSELL HUDSON BY OLSEN SEC BY WARREN **TO WIT PG287-291**  
ALL VOTED AYE MOTION CARRIED
22. MOTION TO APPROVE OF (3) MODIFICATION 4, 5, & 6 TO HIDTA GRANT #G10NT0001A INCREASING TOTALS TO \$2,610,207.00 BY HERRINGTON SEC BY MARTIN **TO WIT PG 292-306**  
ALL VOTED AYE MOTION CARRIED
23. MOTION TO ADJOURN BY MARTIN 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 MAY 9TH, 2011.

SIGNED 9 DAY OF MAY 2011.

  
SHERRY DOWD, COUNTY CLERK



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**NAVARRO COUNTY OFFICE OF PLANNING & DEVELOPMENT**

**Phil Seely - Director**

**Becky Garrett - Addressing**

**Stanley Young - Environmental Services**

**Robert Gray - Environmental Services**

300 West Third Avenue

Suite 16

Corsicana, TX 75110-4672

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Phone: (903) 875-3312

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PLANNING AND ZONING COMMISSION MINUTES

April 7, 2011

5:00 P.M.

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

Chairman Jacobson – present  
Scott Watkins – present  
Carroll Sigman – absent  
Vicki Farmer – absent  
Dennis Bancroft – present  
Charles Irvine – absent  
Eben Dale Stover – absent

Vice Chairman Moe –absent  
Conrad Newton – present  
Wayne McGuire - absent  
Bill Spae – absent  
Dolores Baldwin – absent  
Caleb Jackson – present  
Jeff Smith - absent

Item #2 on the agenda was consideration of the minutes of the March 3, 2011 Planning and Zoning meeting. Motion to approve by Commissioner Newton, second by Commissioner Bancroft, all voted aye.

Item #3 on the agenda was consideration of a special use permit for Francisco Avila to move a used manufactured home to Tract 4D-A in Abstract 17. The property is located off of SE CR 0070, motion to approve by Commissioner Newton, second by Commissioner Watkins, all voted aye.

Item #4 on the agenda was consideration of a variance for lot #7 of Creekside Landing for Dennis Dumbauld. The request was to build behind the building set back line, motion to approve by Commissioner Bancroft, second by Commissioner Jackson, all voted aye.

Adjourn.

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**COUNTY OF NAVARRO**

**HOME Program  
Administration and Housing Services**

## OVERVIEW

### Public Management, Inc.

<b>Home Office</b>	
<b>Address</b>	P. O. Box 1827 207 South Bonham Cleveland, Texas 77327
<b>Phone</b>	281 592-0439
<b>Fax</b>	281 592-1734
<b>Email</b>	jrice@publicmgt.com

<b>Deer Park Office</b>		<b>San Antonio Office</b>	
<b>Address</b>	Center Professional Building 2318 Center #111 Deer Park, TX 77536	<b>Address</b>	1603 Babcock Road Suite 258 San Antonio, TX 78229-4716
<b>Phone</b>	(281) 479-1030	<b>Phone</b>	(210) 342-3621
<b>Fax</b>	(281) 479-1323	<b>Fax</b>	(210) 341-1456
<b>Email</b>	dbaker@publicmgt.com	<b>Email</b>	kcoignet@publicmgt.com

**Principals of Company:** J. Andrew Rice, President  
David A. Baker, Vice President

**Person assigned to this project:** Ken Coignet, Rick Valdez

**Statement of Purpose:** Public Management is a firm dedicated to the propositions of efficient and responsive local government and the proper development of communities. Its focus is entirely on providing planning, management and financial services for small City and County governments.

**Other related projects completed by Public Management:** See the attached listing of clients and projects

# RESUME

Kenneth J. Coignet

## EDUCATION

August, 1985 through December, 1991

Southwest Texas State University, San Marcos, Texas  
B.S. Geography

June, 1995 through December 2001

Southwest Texas State University, San Marcos, Texas  
M.A.G. Geography  
Areas of Concentration: Land/Area Development and Management

## EXPERIENCE

November, 1999 to present

Project Manager/Planner for Public Management, Inc., a local government planning and management consulting firm

Accomplishments and Duties: Implements and manages numerous community and economic development grant programs and housing grant programs. Writes numerous grant applications and does the needed planning for all of them. Collects data and prepare reports, forms and studies for clients. Develops graphics consisting of maps, graphs, brochures and related pictorial information. Prepares targeted and comprehensive plans for municipalities and counties. Maintains client files as necessary. See Public Management Listing of Projects.

November, 1998 to October, 1999

Assistant Planner/Housing Specialist for Public Management, Inc., a local government planning and management consulting firm

Accomplishments and Duties: Collected data and prepare reports, forms and studies for management and planning consultants. Assisted in developing graphics consisting of maps, graphs, brochures and related pictorial information. Assisted in the management of housing programs. Maintained selected files as directed by management and planning consultants. Prepared grant applications and correspondence for clients.

August, 1995 to November, 1998

Assistant Manager for Long John Silver's, Inc., a seafood restaurant chain

Accomplishments and Duties: Assisted in hiring, training and coaching personnel. Provided excellent service to each and every customer. Maintained superior quality of our products and services. Assisted General Manager with budgeting and marketing activities.

August, 1991 to August, 1995

General manager for Long John Silver's, Inc., a seafood restaurant chain

Accomplishments and Duties: Managed all aspects of a business with annual sales in excess of \$1 million. Managed staff of 25-30 people. Developed subordinate managers. Provided excellent service to each and every customer. Maintained superior quality of our products and services. Planned and implemented budgeting and marketing strategies.

November, 1989 to August, 1991

Assistant Manager for Long John Silver's, Inc., a seafood restaurant chain

Accomplishments and Duties: Assisted in hiring, training and coaching personnel. Provided excellent service to each and every customer. Maintained superior quality of our products and services. Assisted General Manager with budgeting and marketing activities.

#### SOCIAL AND COMMUNITY ACTIVITIES

Served as Lector for St. Catherine's Catholic Church in Austin, Texas for one year. Served as Religious education instructor for St. Catherine's Catholic Church in Austin, Texas for two years.



## RESUME

Rick Valdez

### EDUCATION

January 2003 through present

Sam Houston State University, Huntsville, Texas

Seeking M.A. Public Administration

Areas of Concentration: State and Local Government, Human Service and Health Administration

August, 1998 through June, 2000

Sam Houston State University, Huntsville, Texas

B.A. Political Science

Areas of Concentration: Government (Local, State and Federal); GPA in areas of concentration 3.0

### EXPERIENCE

October, 2005 to present

Project Manager and Compliance Specialist for Public Management, Inc., a local government planning and management consulting firm

Accomplishments and Duties: Oversee financial and legal compliance issues for all community and economic development grant programs within the company. Implement and manage numerous community and economic development grant programs and housing grant programs. See Public Management Listing of Projects.

February, 2001 through August, 2005

Assistant Therapist, Supervisor Peck Chiropractic and Rehab Clinic

Accomplishments and Duties: Handle ultrasound and electric steam operations, monitor patient's exercise, oversee proper operations of machinery, responsible for supervision of other employees and inventory analyst for clinic

February 1999 through December, 2000

Assistant Manager S and S Express

Accomplishments and Duties: Responsible for daily operation of a convenience store, handled money transactions daily. Oversaw smooth operation of store and conducted customer surveys in the establishment's atmosphere.

### SOCIAL AND COMMUNITY ACTIVITIES

Presently serving as interim e-board member for Gleneagles Community Association, member of Water Association Mud 15<sup>th</sup> district, and past member of Good Shepherd Mission—Huntsville chapter, Bilingual translator for SAFFEHOUSE—Huntsville chapter.

### MEMBERSHIPS

Sigma Lambda Beta Fraternity Inc – Founder of local chapter, VP of Lambda Beta Chapter in 1999-2001, Community Service Chair 2001-2002.

### HONORS

1998 Who's Who in American High Schools

**Texas HOME Program  
Housing Projects**

**CITY OF WILLIS, TEXAS**

Obtained funds and providing management, work write-up and inspection services for an owner-occupied housing rehabilitation/reconstruction program. Five houses were completely rehabilitated or reconstructed to meet City codes and ordinances.

**Amount of grant: \$390,000.00; Funding year: 2009**

**CITY OF AMES, TEXAS**

Obtained funds and providing management, work write-up and inspection services for an owner-occupied housing rehabilitation/reconstruction **disaster relief** program. Seven houses will be completely rehabilitated or reconstructed to meet City codes and ordinances. These houses are being repaired because they were damaged by a severe storm and flood disaster.

**Amount of grant: \$500,000.00; Funding year: 2008**

**CITY OF DAYTON, TEXAS**

Obtained funds and providing management, work write-up and inspection services for an owner-occupied housing rehabilitation/reconstruction **disaster relief** program. Seven houses will be completely rehabilitated or reconstructed to meet City codes and ordinances. These houses are being repaired because they were damaged by a severe storm and flood disaster.

**Amount of grant: \$500,000.00; Funding year: 2008**

**CITY OF CLEVELAND, TEXAS**

Obtained funds and providing management, work write-up and inspection services for an owner-occupied housing rehabilitation/reconstruction **disaster relief** program. Seven houses will be completely rehabilitated or reconstructed to meet City codes and ordinances. These houses are being repaired because they were damaged by a severe storm and flood disaster.

**Amount of grant: \$500,000.00; Funding year: 2008**

**LIBERTY COUNTY, TEXAS**

Obtained funds and providing management, work write-up and inspection services for an owner-occupied housing rehabilitation/reconstruction **disaster relief** program. Seven houses will be completely rehabilitated or reconstructed to meet City codes and ordinances. These houses are being repaired because they were damaged by a severe storm and flood disaster.

**Amount of grant: \$500,000.00; Funding year: 2008**

**CITY OF CRYSTAL CITY, TEXAS**

Obtained funds and providing management, work write-up and inspection services for an owner-occupied housing rehabilitation/reconstruction **disaster relief** program. Nine houses will be completely rehabilitated or reconstructed to meet City codes and ordinances. These houses are being repaired because they were damaged by a severe storm and flood disaster.

**Amount of grant: \$500,000.00; Funding year: 2008**

**LIBERTY COUNTY, TEXAS**

Obtained funds and provided management, work write-up and inspection services for an owner-occupied housing rehabilitation/reconstruction **disaster recovery** program. Ten houses were completely rehabilitated or reconstructed to meet Texas Minimum Housing Construction Standards. These houses are being repaired as a result of damages from Hurricane Rita.

**Amount of grant: \$600,000.00; Funding year: 2006**

**CHAMBERS COUNTY, TEXAS**

Obtained funds and provided management, work write-up and inspection services for an owner-occupied housing rehabilitation/reconstruction **disaster recovery** program. Four houses were completely rehabilitated or reconstructed to meet Texas Minimum Housing Construction Standards. These houses are being repaired as a result of damages from Hurricane Rita.

**Amount of grant: \$600,000.00; Funding year: 2006**

**CITY OF WILLIS, TEXAS**

Obtained funds and provided management, work write-up and inspection services for an owner-occupied housing rehabilitation/reconstruction program. Six houses were completely rehabilitated or reconstructed to meet City codes and ordinances.

**Amount of grant: \$396,397.00; Funding year: 2005**

**CITY OF SPLENDORA, TEXAS**

Obtained funds and provided management, work write-up and inspection services for an owner-occupied housing rehabilitation/reconstruction program. Four houses were completely rehabilitated or reconstructed to meet City codes and ordinances.

**Amount of grant: \$500,000.00; Funding year: 2005**

**CITY OF MONTGOMERY, TEXAS**

Obtained funds and provided management, work write-up and inspection services for an owner-occupied housing rehabilitation/reconstruction program. Nine houses were completely rehabilitated or reconstructed to meet City codes and ordinances.

**Amount of grant: \$500,000.00; Funding year: 2005**

**CITY OF EL CAMPO, TEXAS**

Obtained funds and provided management, work write-up and inspection services for an owner-occupied housing rehabilitation/reconstruction **disaster relief** program. Nine houses were completely rehabilitated or reconstructed to meet City codes and ordinances. These houses are being repaired because they were damaged by a flood disaster.

**Amount of grant: \$500,000.00; Funding year: 2004**

**ZAVALA COUNTY, TEXAS**

Obtained funds and provided management, work write-up and inspection services for an owner-occupied housing rehabilitation/reconstruction **disaster relief** program. Nine houses were completely rehabilitated or reconstructed to meet Texas Minimum Housing Construction Standards. These houses are being repaired because they were damaged by a flood disaster.

**Amount of grant: \$500,000.00; Funding year: 2005**

**CITY OF CRYSTAL CITY, TEXAS**

Obtained funds and provided management, work write-up and inspection services for an owner-occupied housing rehabilitation/reconstruction **disaster relief** program. Nine houses were completely rehabilitated or reconstructed to meet City codes and ordinances. These houses are being repaired because they were damaged by a flood disaster.

**Amount of grant: \$500,000.00; Funding year: 2005**

**CITY OF CLEVELAND, TEXAS**

Obtained funds and provided management, work write-up and inspection services for an owner-occupied housing rehabilitation/reconstruction program. Nine houses were completely rehabilitated or reconstructed to meet City codes and ordinances.

**Amount of grant: \$500,000.00; Funding year: 2004**

**CITY OF LA MARQUE, TEXAS**

Obtained funds and provided management, work write-up and inspection services for an owner-occupied housing rehabilitation/reconstruction program. Five houses were completely rehabilitated or reconstructed to meet City codes and ordinances.

**Amount of grant: \$500,000.00; Funding year: 2004**

**CITY OF DAYTON, TEXAS**

Obtained funds and provided management, work write-up and inspection services for an owner-occupied housing rehabilitation/reconstruction program. Seven houses belonging to disabled persons were completely rehabilitated or reconstructed to meet City codes and ordinances.

**Amount of grant: \$500,000.00; Funding year: 2004**

**ZAVALA COUNTY, TEXAS**

Obtained funds and provided management, work write-up and inspection services for an owner-occupied housing rehabilitation/reconstruction program. Nine houses were completely rehabilitated or reconstructed to meet City codes and ordinances.

**Amount of grant: \$500,000.00; Funding year: 2004**

**CITY OF CLEVELAND, TEXAS**

Obtained funds and provided management, work write-up and inspection services for an owner-occupied housing rehabilitation/reconstruction program. Nine houses were completely rehabilitated or reconstructed to meet City codes and ordinances.

**Amount of grant: \$500,000.00; Funding year: 2003**

**CITY OF DICKINSON, TEXAS**

Obtained funds and provided management, work write-up and inspection services for an owner-occupied housing rehabilitation/reconstruction program. Eight houses were completely rehabilitated or reconstructed to meet City codes and ordinances.

**Amount of grant: \$500,000.00; Funding year: 2003**

**CITY OF CELINA, TEXAS**

Obtained funds and provided management, work write-up and inspection services for an owner-occupied housing rehabilitation/reconstruction program. Eight houses were completely rehabilitated or reconstructed to meet City codes and ordinances.

**Amount of grant: \$500,000.00; Funding year: 2003**

**CITY OF BOWIE, TEXAS**

Obtained funds and provided management and work write-up services for an owner-occupied housing rehabilitation and reconstruction program. Two houses were completely rehabilitated and three houses were completely reconstructed to meet City codes and ordinances.

**Amount of grant: \$200,000.00; Funding year: 1998**

**CITY OF CLEVELAND, TEXAS**

Obtained funds and provided management, work write-up and inspection services for an owner-occupied housing rehabilitation program. Ten houses were completely rehabilitated to meet City codes and ordinances.

**Amount of grant: \$200,000.00; Funding year: 1995**

**CITY OF FRISCO, TEXAS**

Obtained funds and provided management, work write-up and inspection services for an owner-occupied housing rehabilitation program. Ten houses were completely rehabilitated to meet City codes and ordinances.

**Amount of grant: \$200,000.00; Funding year: 1995**

**CITY OF VENUS, TEXAS**

Obtained funds and provided management, work write-up and inspection services for an owner-occupied housing rehabilitation program. Eight houses were completely rehabilitated to meet City codes and ordinances.

**Amount of grant: \$200,000.00; Funding year: 1995**

**CITY OF WILLIS, TEXAS**

Obtained funds and provided management, work write-up and inspection services for an owner-occupied housing rehabilitation program. Twelve houses were completely rehabilitated to meet City codes and ordinances.

**Amount of grant: \$200,000.00; Funding year: 1993**

**CITY OF VENUS, TEXAS**

Obtained funds and provided management, work write-up and inspection services for an owner-occupied housing rehabilitation program. Twelve houses were completely rehabilitated to meet City codes and ordinances.

**Amount of grant: \$200,000.00; Funding year: 1993**

**TAMINA ACTION COMMITTEE, MONTGOMERY COUNTY, TEXAS**

Obtained funds and provided management, work write-up and inspection services for an owner-occupied housing rehabilitation program. Twelve houses were completely rehabilitated to meet HUD Section 8 Existing Housing Quality Standards.

**Amount of grant: \$200,000.00; Funding year: 1993**

**CITY OF NEW WAVERLY, TEXAS**

Obtained funds and provided management, work write-up and inspection services for an owner-occupied housing rehabilitation program. Ten houses were completely rehabilitated to meet HUD Section 8 Existing Housing Quality Standards.

**Amount of grant: \$200,000.00; Funding year: 1993**

**CITY OF OAKWOOD, TEXAS**

Provided management, work write-up and inspection services for an owner-occupied housing rehabilitation program. Six houses were completely rehabilitated to meet HUD Section 8 Existing Housing Quality Standards.

**Amount of grant: \$100,000.00; Funding year: 1993**

**CITY OF GOODRICH, TEXAS**

Provided management, work write-up and inspection services for an owner-occupied housing rehabilitation program. Four houses were completely rehabilitated to meet HUD Section 8 Existing Housing Quality Standards.

**Amount of grant: \$100,000.00; Funding year: 1993**

**CITY OF DEVERS, TEXAS**

Obtained funds and provided management, work write-up and inspection services for an owner-occupied housing rehabilitation program. Twelve houses were completely rehabilitated to meet HUD Section 8 Existing Housing Quality Standards.

**Amount of grant: \$200,000.00; Funding year: 1993**

**CITY OF CELINA, TEXAS**

Obtained funds and provided management, work write-up and inspection services for an owner-occupied housing rehabilitation program. Nine houses were completely rehabilitated to meet City codes and ordinances.

**Amount of grant: \$200,000.00; Funding year: 1993**

**CITY OF LA MARQUE, TEXAS**

Obtained funds and provided management, work write-up and inspection services for an owner-occupied housing rehabilitation program. Twenty-seven houses were completely rehabilitated to meet City codes and ordinances.

**Amount of grant: \$500,000.00; Funding year: 1992**

**CITY OF CLEVELAND, TEXAS**

Obtained funds and provided management, work write-up and inspection services for an owner-occupied housing rehabilitation program. Nineteen houses were completely rehabilitated to meet City codes and ordinances.

**Amount of grant: \$450,000.00; Funding year: 1992**

**CITY OF DICKINSON, TEXAS**

Obtained funds and provided management, work write-up and inspection services for an owner-occupied housing rehabilitation program. Nineteen houses were completely rehabilitated to meet City codes and ordinances.

**Amount of grant: \$390,000.00; Funding year: 1992**

**CITY OF AMES, TEXAS**

Obtained funds and provided management, work write-up and inspection services for an owner-occupied housing rehabilitation program. Eleven houses were completely rehabilitated to meet HUD Section 8 Housing Quality Standards and City codes.

**Amount of grant: \$250,000.00; Funding year: 1992**

**CITY OF EL CAMPO, TEXAS**

Obtained funds and provided management, work write-up and inspection services for an owner-occupied housing rehabilitation program. Seventeen houses were completely rehabilitated to meet City codes and ordinances.

**Amount of grant: \$300,000.00; Funding year: 1992**

**CITY OF BROOKSHIRE, TEXAS**

Obtained funds and provided management, work write-up and inspection services for an owner-occupied housing rehabilitation program. Fourteen houses were completely rehabilitated to meet City codes.

**Amount of grant: \$240,000.00; Funding year: 1992**



**Texas Community Development Program  
Community Development Block Grant Program  
Housing Rehabilitation Projects**

**CITY OF AMES, TEXAS**

Obtained funds and provided management and inspection services for a housing rehabilitation and reconstruction program. Five houses were completely rehabilitated or reconstructed to meet City codes and ordinances.

**Amount of grant: \$250,000.00; Funding year: 2004**

**CITY OF BROOKSHIRE, TEXAS**

Obtained funds and provided management and inspection services for a housing rehabilitation and reconstruction program. Five houses will be completely rehabilitated or reconstructed to meet City codes and ordinances.

**Amount of grant: \$250,000.00; Funding year: 2004**

**CITY OF CONROE**

Providing work write-up services for the City Community Development Block Grant Housing Program.

**CITY OF BROOKSHIRE, TEXAS**

Obtained funds and provided management and inspection services for a housing rehabilitation and reconstruction program. Two houses were completely rehabilitated and four houses were reconstructed to meet City codes and ordinances.

**Amount of grant: \$250,000.00; Funding year: 2001**

**CITY OF FRISCO, TEXAS**

Obtained funds and provided management and inspection services for housing rehabilitation and demolition programs. Eleven houses were completely rehabilitated to meet City codes and ordinances.

**Amount of grant: \$250,000.00; Funding year: 1995**

**CITY OF CLEVELAND, TEXAS**

Obtained funds and provided management and inspection services for housing rehabilitation and demolition programs. Ten houses were completely rehabilitated to meet City codes and ordinances. Twenty-one vacant dilapidated houses and lots were cleared of debris. Street improvements were made on Field and Lamar Streets, which serve units of the Cleveland Housing Authority.

**Amount of grant: \$286,708.00; Funding year: 1995**

**CITY OF CLEVELAND, TEXAS**

Obtained funds and provided management and inspection services for housing rehabilitation and demolition programs. Fourteen houses were completely rehabilitated to meet City codes and ordinances. Vacant dilapidated houses and lots were cleared of debris.

**Amount of grant: \$250,000.00; Funding year: 1991**

**CITY OF DICKINSON, TEXAS**

Obtained funds and provided management and inspection services for housing rehabilitation and demolition programs. Fifteen houses were completely rehabilitated to meet City codes and ordinances. Vacant dilapidated houses and lots were cleared of debris.

**Amount of grant: \$250,000.00; Funding year: 1991**

**CITY OF AMES, TEXAS**

Obtained funds and provided management and inspection services for a housing rehabilitation program. Thirteen houses were completely rehabilitated to meet HUD Section 8 Existing Housing Quality Standards and City codes.

**Amount of grant: \$250,000.00; Funding year: 1991**

**CITY OF CLEVELAND, TEXAS**

Obtained funds and provided management and inspection services for a housing rehabilitation program. Thirty-two houses were completely rehabilitated including plumbing, electrical, structural and roofing to City Codes.

**Amount of grant: \$500,000.00; Funding Year: 1987**

**CITY OF NEW WAVERLY, TEXAS**

Obtained funds and provided management and inspection services for a housing rehabilitation program. Thirty-one houses were completely rehabilitated including plumbing, electrical, structural and roofing to HUD Section 8 Existing Housing Quality Standards.

**Amount of grant: \$328,510.00; Funding Year: 1987**

**CITY OF AMES, TEXAS**

Obtained funds and provided management and inspection services for a housing rehabilitation and demolition program. Forty-five houses were completely rehabilitated including plumbing, electrical, structural, and roofing to the City Codes. Fourteen lots and vacant dilapidated structures were cleared of debris.

**Amount of grant: \$500,000.00; Funding Year: 1984**

**Amount of grant: \$ 80,000.00; Funding Year: 1987**

**CITY OF COLUMBUS, TEXAS**

Obtained funds and provided management and inspection services for housing rehabilitation and demolition programs. Eighty houses were completely rehabilitated including plumbing, electrical, structural, and roofing to the City Codes. Nineteen lots and vacant dilapidated structures were cleared of debris.

**Amount of grant: \$500,000.00; Funding Year: 1984**

**Amount of grant: \$500,000.00; Funding Year: 1986**

**CITY OF CONROE, TEXAS**

Obtained funds and provided management and inspection services for housing rehabilitation and demolition programs. Seventy-five houses were completely rehabilitated including plumbing, electrical, structural, and roofing to the City Codes. Forty-six lots and vacant dilapidated structures were cleared of debris.

**Amount of grant: \$500,000.00; Funding Year: 1983**

**Amount of grant: \$500,000.00; Funding Year: 1985**

**Texas Rental Rehabilitation Program****CITY OF CONROE, TEXAS**

Obtained funds and provided work write-up and inspection services for a Texas Rental Rehabilitation Program. Nineteen deteriorated units in a multi-family complex were completely rehabilitated to meet HUD Section 8 Existing Housing Quality Standards.

**Amount of grant: \$128,834.00; Funding Year: 1992**

**CITY OF LA MARQUE, TEXAS**

Obtained funds and provided management, work write-up and inspection services for a Texas Rental Rehabilitation Program. A 102 unit dilapidated multi-family complex was converted to a 80 unit complex with all units meeting HUD Section 8 Existing Housing Quality Standards and City Codes.

**Amount of grant: \$675,443.00; Funding Year: 1989**

**CITY OF LA MARQUE, TEXAS**

Obtained funds and provided management and inspection services for a Texas Rental Rehabilitation Program. Sixty deteriorated units in a multi-family complex were completely rehabilitated to meet HUD Section 8 Existing Quality Standards and City Codes.

**Amount of grant: \$460,000.00; Funding Year: 1988**

**LIBERTY COUNTY, TEXAS**

Obtained funds and provided management, work write-up and inspection services for a Texas Rental Rehabilitation Program. Seventeen single-family units were completely rehabilitated to meet HUD Section 8 Existing Housing Quality Standards.

**Amount of grant: \$92,678.00; Funding Year: 1985**

**Rural Development  
Housing Preservation Grants**

**ZAVALA COUNTY, TEXAS**

Obtained funds and providing management and inspection services for a housing rehabilitation/reconstruction program. Six houses will be repaired to meet Rural Development standards and Texas Minimum Housing Construction Standards.

**Amount of grant: \$130,000.00; Funding Year: 2008**

**LIBERTY COUNTY, TEXAS**

Obtained funds and provided management and inspection services for a housing rehabilitation/reconstruction program. Five houses were repaired to meet Rural Development standards and HUD Section 8 Existing Housing Quality Standards.

**Amount of grant: \$112,000.00; Funding Year: 2003**

**LIBERTY COUNTY, TEXAS**

Provided management and inspection services for two housing rehabilitation programs. Sixteen houses were repaired to meet FmHA standards and HUD Section 8 Existing Housing Quality Standards.

**Amount of grant: \$100,000.00; Funding Year: 1987**

**Amount of grant: \$100,000.00; Funding Year: 1988**

## LISTING OF RECENT CLIENTS

<u>Client</u>	<u>Contact Person</u>	<u>Phone Number</u>	<u>Email</u>
Golden Crescent Regional Planning Commission P. O. Box 2028 Victoria, TX 77902	Rhonda Stastny Director of Local Government Services	361-578-1587	<a href="mailto:rhondas@gcrpc.org">rhondas@gcrpc.org</a>
County of Frio 500 East San Antonio St. Pearsall, TX 78061-3145	Carlos A. Garcia County Judge	830-334-2154	<a href="mailto:friojudge@hotmail.com">friojudge@hotmail.com</a>
City of El Campo 315 East Jackson El Campo, TX 77437	John Steelman City Manager	979-541-5000	<a href="mailto:jsteelman@cityofelcampo.org">jsteelman@cityofelcampo.org</a>
County of Zavala 200 East Uvalde Street Crystal City, Texas 78839	Joe Luna County Judge	830-374-3810	<a href="mailto:joe.luna@co.zavala.tx.us">joe.luna@co.zavala.tx.us</a>
City of Crystal City 101 E. Dimmit Crystal City, TX 78839	Alfred Gallegos City Manager	830-374-3478	<a href="mailto:cityofcc_agallegos@sbcglobal.net">cityofcc_agallegos@sbcglobal.net</a>
City of Prairie View P. O. Box 817 Prairie View, Texas 77446	Frank Jackson Mayor	936-857-3711	<a href="mailto:fdjackson@pvamu.edu">fdjackson@pvamu.edu</a>
City of Frisco P. O. Drawer 1100 Frisco, TX 75034	George Purefoy City Manager	972-335-5551	<a href="mailto:gpurefoy@ci.frisco.tx.us">gpurefoy@ci.frisco.tx.us</a>
City of Venus P. O. Box 380 Venus, TX 76084	Charley Grimes Mayor	972-366-3348	<a href="mailto:mayor@cityofvenus.org">mayor@cityofvenus.org</a>
City of Celina 302 West Walnut Celina, TX 75009	Jason Gray City Manager	972-382-2682	<a href="mailto:jgray@celina-tx.gov">jgray@celina-tx.gov</a>

<u>Client</u>	<u>Contact Person</u>	<u>Phone Number</u>	<u>Email</u>
Walnut Creek SUD 1155 Hwy 199 West P. O. Box 657 Springtown, TX 76082	Jerry Holsombeck General Manager	817-523-4463	<a href="mailto:officeatwalnutcreek@sud.net">officeatwalnutcreek@sud.net</a>
County of Liberty 1923 Sam Houston Liberty, TX 77575	Phil Fitzgerald County Judge	936-336-4666	<a href="mailto:diane.hartfield@co.liberty.tx.us">diane.hartfield@co.liberty.tx.us</a>
County of Chambers P. O. Box 939 Anahuac, TX 77514	Jimmy Sylvia County Judge	409-267-8225	<a href="mailto:jsylvia@co.chambers.tx.us">jsylvia@co.chambers.tx.us</a>
City of Ames P. O. Box 7865 Liberty, TX 77575	John White Mayor	936-336-7278	<a href="mailto:john.white@lubrizol.com">john.white@lubrizol.com</a>
City of Willis P. O. Box 436 Willis, TX 77378	Leonard Reed Mayor Hector A. Forestier City Manager	936-856-4611	<a href="mailto:lreed@ci.willis.tx.us">lreed@ci.willis.tx.us</a> <a href="mailto:hforestier@ci.willis.tx.us">hforestier@ci.willis.tx.us</a>
City of Liberty 1829 Sam Houston Liberty, TX 77575	Dianne Tidwell City Secretary	936-336-3684	<a href="mailto:dtidwell@cityofliberty.org">dtidwell@cityofliberty.org</a>
City of Brenham P. O. Box 1059 Brenham, TX 77834	Terry Roberts City Manager	979-337-7390	<a href="mailto:troberts@ci.brenham.tx.us">troberts@ci.brenham.tx.us</a>
City of Cleveland 203 E. Boothe Cleveland, TX 77327	Philip Cook City Manager	281-592-2667	<a href="mailto:pcook@citycleveland.net">pcook@citycleveland.net</a>
City of Anahuac P. O. Drawer 578 Anahuac, TX 77514	Guy Robert Jackson Mayor	409-267-6682	<a href="mailto:g.jackson@anahuac.us">g.jackson@anahuac.us</a>

<u>Client</u>	<u>Contact Person</u>	<u>Phone Number</u>	<u>Email</u>
City of Dayton 111 N. Church Street Dayton, TX 77535	David Douglas City Manager	936-258-2642	<a href="mailto:ddouglas@daytontx.com">ddouglas@daytontx.com</a>
City of Kemah 1401 Hwy 146 Kemah, TX 77565	Bill Kerber City Administrator	281-334-1611	<a href="mailto:rkerber@kemah-tx.com">rkerber@kemah-tx.com</a>
City of New Waverly P. O. Box 753 New Waverly, TX 77358	Rosemary Bartee City Secretary	936-344-6621	<a href="mailto:newwaverly2004@yahoo.com">newwaverly2004@yahoo.com</a>

ADMINISTRATION AND HOUSING SERVICES CONTRACT

STATE OF TEXAS S  
COUNTY OF NAVARRO S KNOW ALL MEN BY THESE PRESENTS

This agreement made and entered 5/9/2011 by and between PUBLIC MANAGEMENT, INC. of Cleveland, Liberty County, Texas (herein called Consultant) and the COUNTY OF NAVARRO, Texas (herein called City) for the purpose of retaining Consultant to render housing services in relation to the County's Texas HOME housing programs.

I.

Consultant agrees to provide County with services as follows:

- a) Provide administrative assistance including but not limited to budget revisions, time schedules, record maintenance, and amendments requiring prior TDHCA approval.
- b) Prepare and maintain a written Environmental Review Record
- c) Develop and document an affirmative marketing plan.
- d) Develop and recommend housing rehabilitation/reconstruction guidelines.
- e) Assist in eligibility verification of applicants.
- f) Assist in the close-out of the contract.
- g Advise the County concerning Program requirements and regulations.
- h) Prepare necessary reports about the Program, including performance reports for TDHCA, the County Judge, Commissioners' Court and citizens' groups.
- i) Assist in other measures and matters incidental to and necessary in carrying out the County's contract
- j) Perform evaluations of eligible structures for possible rehabilitation and/or reconstruction.
- k) Perform work write-ups which will cause each homeowner's structure to meet HUD Section 8 Housing Quality Standards, Texas Minimum Housing Rehabilitation Standards and local building codes after rehabilitation.
- l) Procure cost effective bids from private contractors based on work write-ups for each homeowner's structure.



- m) Investigate and recommend private contractors to homeowners for approval in accomplishing the rehabilitation work.
- n) Make recommendations for reconstruction or replacement if rehabilitation is not economically feasible.
- o) Provide floor plans for reconstruction or recommendations for replacement which meet HUD Section 8 Housing Quality Standards, Texas Minimum Housing Rehabilitation Standards and local building codes after construction.
- p) Procure cost effective bids for reconstruction or replacement from private contractors based on floor plans or recommendations for each homeowner's structure.
- q) Investigate and recommend private contractors to homeowners for approval in accomplishing the reconstruction or replacement work.
- r) Provide technical assistance with regard to housing programs as needed.

It is specifically agreed and understood that the Consultant will not provide either personally or by contract any professional or technical services requiring a license by the State of Texas in any phase or aspect of the foregoing rather, Consultant will advise County of the need of such services in furtherance of the planned objectives of the County's Program.

## II.

Consultant hereby agrees that in the implementation of this agreement, he will comply with the provisions of Attachment 1--Terms and Conditions, which document is attached hereto and incorporated herein for all purposes, as if set out herein verbatim.

## III.

The County is awarding this contract in accordance with V. T. C. A. Local Government Code 252.022 (a) (4).

## IV.

It is agreed by the parties hereto that Consultant will, in the discharge of services herein, be considered as an Independent Consultant as that term is used and understood under the laws of the State of Texas and further for the purposes of governing Consultant's fees under the Procurement Standards of Attachment O of OMB Circular No. A-102 and Title 24 CFR Part 570.200 (g) Consultant Activities.

V.

For and in consideration of the foregoing administration services, County agrees to pay Consultant in accordance with the following schedule of the total project costs upon receipt of invoice from Consultant **for the overall administration of the HOME contract:**

*Administration fees will be 4% of the hard costs of all housing units completed for Navarro County under this contract. Fees will be invoiced upon the completion of each housing unit.*

VI.

For and in consideration of the foregoing housing services, County agrees to pay Consultant upon receipt of invoice from Consultant in accordance with the following schedule **for each activity in the HOME contract:**

Housing Project Soft Costs Activity	Soft Costs Per Housing Project
Case Management	750.00
Initial Inspection	400.00
Site Specific Environmental Review	600.00
Work Write-up	750.00
Work Write-up summary/cost estimate	400.00
Bid Documents	600.00
Procurement of Contractor	400.00
Contract Preparation	200.00
Hold pre-construction conference and prepare copy of report/minutes.	400.00
Process all change orders for County and TDHCA approval	400.00
Conduct interim/final construction inspections and construction oversight	1,500.00
Recommend final payment to the contractor	200.00
Closeout project	400.00
<b>Total Housing Unit Soft Costs Per Housing Project</b>	<b>\$7,000.00</b>

The County Judge or her/his designated representative will act as the Consultant's primary contact regarding all matters in connection with the Program.

VII.

If either party shall fail to keep any of the agreements herein by him to be kept, or to make any payments by him to be made, the other party may, by giving the party in default written notice, cancel and terminate this agreement as and from the expiration of five (5) days of receipt of said notice. In the event of termination, County agrees to pay Consultant for all services actually performed and expenses incurred as of the date of termination in accordance with the schedule set forth in Paragraphs V and VI hereof. It is specifically agreed and understood by the parties hereto that, in the event of breach by Consultant, County reserves and preserves unto itself any and all remedies, administrative, legal, or equitable as may accrue to it either under the terms of this agreement or the laws of the State of Texas or of the United States.

VII.

The County shall maintain all original records directly pertinent to this contract in accordance with HUD rules and regulations. Consultant shall have access to those records for work-related tasks. County, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to this contract, for the purpose of making audit, examination, excerpts, and transcriptions. Consultant agrees hereby to maintain all records made in connection with this agreement for a period of three (3) years after County makes final payment and all other pending matters are closed.

VIII.

If, by reason of force majeure, either party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this agreement, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term "force majeure" as employed herein shall mean acts of God, acts of public enemy, orders of any of the Government of the United States or of the State of Texas, or any civil or military authority, and any other cause not reasonably within the control of the party claiming such inability.

IX.

This document embodies the entire agreement of the parties hereto and no amendment, addition, or deletion will be valid except same be in writing and executed by the parties.

X.

If a portion of this contract is or be declared illegal, the validity of the remainder and balance of the contract shall not be affected thereby.

PUBLIC MANAGEMENT, INC.  
P. O. Box 1827  
Cleveland, Texas 77327  
281-592-0439

J. Andrew Rice  
J. ANDREW RICE  
President

COUNTY OF NAVARRO

H.M. Davenport, Jr.  
H.M. DAVENPORT, JR.  
County Judge

ATTEST:

Sherry Dowd  
SHERRY DOWD  
County Clerk



## ATTACHMENT 1

## TERMS AND CONDITIONS

## I.

## Equal Employment Opportunity

During the performance of this Contract, the Consultant agrees as follows:

- a) The Consultant will not discriminate against any employee or applicant for employment because of race, creed sex, color or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth provisions of this non-discrimination clause.
- b) The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant; state that qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- c) The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each sub Consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- d) The Consultant will include the provisions a. through c. in every subcontract or purchase order unless exempted.

## II.

## Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

## III.

## Section 109 of the Housing and Community Development of 1974

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

## IV.

"Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

- a) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 235, and all applicable rules and orders of the Department issued hereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c) The Consultant will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d) The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The Consultant will not subcontract with any subcontractor where he has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e) Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance

provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, his Consultants and subcontractors, his successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

V.

Section 503 Handicapped Affirmative Action for Handicapped Workers

- a) The Consultant will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Consultant agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b) The Consultant agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- c) In the event of the Consultant's non-compliance with requirements of this clause, actions for non-compliance may be taken in accordance with rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- d) The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Consultant's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- e) The Consultant will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Consultant is bound by the terms of Section 503 of Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f) The Consultant will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each sub Consultant with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

## VI.

### Interest of Members of County

No member of the governing body of the County and no other officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and carrying out of program, shall have any personal financial interest, direct or indirect, in this Contract and the Consultant shall take appropriate steps to assure compliance.

## VII.

### Interest of Other Local Public Officials

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connections with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Consultant shall take appropriate steps to assure compliance.

## VIII.

### Interest of Consultant and Employees

The Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this contract, no person having any such interest shall be employed.



267

#14

APAC- Texas  
Armor Materials Division  
5509 Old Jacksonville Hwy  
Tyler, Texas 75703

April 13, 2011

Navarro County Auditor and Commissioners  
Navarro County Courthouse  
Corsicana, Texas 75110

Fax: 903-654-3097

RE: Price Increase

Dear Sirs,

Due to the dramatic cost increase in our raw materials for making our paving materials, it is no longer possible to hold our current pricing. We hope that this is our only increase this year, but due to the current situation, we cannot guarantee it.

Oil Sand	\$ 58.00/Ton FOB Plant	+ \$5.00
Hot Mix	\$ 63.75/Ton FOB Plant	+ \$3.75
Cold Mix	\$ 67.00/Ton FOB Plant	+ \$5.00

We sincerely apologize for any inconvenience. If you have any questions, please contact me at 903-561-1321.

Sincerely,



Lance Phillips  
Armor Materials

**NAVARRO COUNTY, TEXAS**  
**BID TAB TION**  
**BID NO. 2011-R-006 ANNUAL CONTRACT**  
**ROAD AND BASE MATERIALS**

(Material picked up at pit/plant) VENDOR	HOT OIL SAND	HOT MIX	HOT MIX COLD LAID	CATIONIC EMULSION	FLEX BASE A/1/2	FLEX BASE A/2/2	WASTE	TYPE "C" ROCK	TYPE "D" ROCK	GRADE 3 COVER STONE	PEA GRAVEL	DIRTY ROCK	3/8 LIGHT WEIGHT AGGR	OTHER (See Notes Below)
Apac/Armor Materials	53.00	60.00	62.00	-	-	-	-	-	-	-	-	-	-	-
Bowles Sand & Gravel	-	-	-	-	-	-	-	8.00	-	-	6.25	-	-	ii
Congress/Union	-	-	-	-	-	-	-	8.00	-	-	8.00	8.00	-	iii
Ergon Asphalt	-	-	-	464.30	-	-	-	-	-	-	-	-	-	iv
Hanson Aggregates	-	-	-	-	-	-	-	-	-	-	-	-	-	v
Knife River Corp	-	56.00	100.00	-	-	5.55	14.00	-	-	-	6.75	-	-	vi
Lone Star Aggregates	-	-	-	-	-	8.80	-	-	8.80	13.00	-	-	-	vii
TXI	-	-	-	-	-	-	-	-	-	35.00	-	-	20.00	viii
Vulcan Materials	-	-	70.00	-	7.30	7.00	-	20.00	20.00	-	-	-	-	-
<b>(Material delivered)</b>														
<b>PCT 1</b>														
Apac/Armor Materials	57.00	64.00	66.00	-	-	-	-	-	-	-	-	-	-	-
Bowles Sand & Gravel	-	-	-	-	-	-	-	13.50	-	-	11.75	-	-	-
Ergon Asphalt	-	-	-	490.29	-	-	-	-	-	-	-	-	-	-
Lone Star Aggregates	-	-	-	-	-	12.50	-	-	12.50	18.00	-	-	-	-
TXI	-	-	-	-	-	-	-	-	-	38.00	-	-	23.00	-
Vulcan Materials	-	-	-	-	15.70	15.70	-	28.70	28.70	-	-	-	-	-
<b>(Material delivered)</b>														
<b>PCT 2</b>														
Apac/Armor Materials	58.00	65.00	67.00	-	-	-	-	-	-	-	-	-	-	-
Bowles Sand & Gravel	-	-	-	-	-	-	-	15.50	-	-	13.75	-	-	-
Ergon Asphalt	-	-	-	490.91	-	-	-	-	-	-	-	-	-	-
Lone Star Aggregates	-	-	-	-	-	14.00	-	-	14.00	18.25	-	-	-	-
TXI	-	-	-	-	-	-	-	-	-	39.08	-	-	24.08	-
Vulcan Materials	-	-	-	-	17.30	17.30	-	30.30	30.30	-	-	-	-	-
<b>(Material delivered)</b>				<b>Richland / Dawson</b>				<b>Richland / Dawson</b>		<b>Richland / Dawson</b>	<b>Richland / Dawson</b>		<b>Richland / Dawson</b>	
Apac/Armor Materials	59.50	66.50	68.50	-	-	-	-	-	-	-	-	-	-	-
Bowles Sand & Gravel	-	-	-	-	-	-	-	15.25/14.00	-	-	13.50/12.25	-	-	-
Ergon Asphalt	-	-	-	490.91/489.05	-	-	-	-	-	-	-	-	-	-
Lone Star Aggregates	-	-	-	-	-	12.75	-	-	12.75	18.25	-	-	-	-
TXI	-	-	-	-	-	-	-	-	-	39.08/36.84	-	-	24.08/21.84	-
Vulcan Materials	-	-	-	-	14.00	13.90	-	26.90	26.90	-	-	-	-	-

892

APAC- Texas  
Armor Materials Division  
5509 Old Jacksonville Hwy  
Tyler, Texas 75703

April 13, 2011

Navarro County Judge and Commissioners  
Navarro County Courthouse  
300 W. Third Avenue  
Suite 14  
Corsicana, Texas 75110

RE: Price Increase

Dear Sirs,

We are asking to go up on pricing due to the large increases we have had from our liquid asphalt suppliers. They have been raising their prices to us due the rising cost of the crude oil they are using to make liquid asphalt. We have done with all the other counties we deal with and would appreciate your understanding. If and when liquid asphalt prices come down, we will go down on our pricing also.

<b>Oil Sand</b>	<b>\$ 58.00/Ton FOB Plant</b>
<b>Hot Mix</b>	<b>\$ 63.75/Ton FOB Plant</b>
<b>Cold Mix</b>	<b>\$ 67.00/Ton FOB Plant</b>

We sincerely apologize for any inconvenience. If you have any questions, please contact me at 903-561-1321.

Sincerely,  
  
Lance Phillips  
Armor Materials

215

270



Dated: May 09, 2011

**Intech Worldwide, LP**  
 P. O. Box 11771  
 Spring, TX 77391

This Agreement is entered into between Intech Worldwide, LP, a Texas Limited Partnership (hereinafter called "INTECH") and Navarro County (hereinafter called "NC") with respect to services provided to the Navarro County Justice of the Peace Courts (hereinafter called "NCJP")

NCJP #: 684048004  
 NC Address: 312 West 2<sup>nd</sup> Ave.  
 Corsicana, TX 75110

This Agreement consists of the following attachments (check and initial)

Check  
  X   SERVICES AGREEMENT

NC Initial

This Agreement is effective as of the last date on which both parties hereto have executed this Agreement below.

**Intech Worldwide, LP**  
 By:   
 Name: John K. Rich  
 Title: President  
 Date: 10 May 2011

**Navarro County**  
 By:   
 Name: H.M. DAVENPORT, Jr.  
 Title: County Judge  
 Date: 5-12-11

**PRODUCT AND SERVICES AGREEMENT**

**1. DEFINITIONS**

1.1 Services. INTECH will provide NCJP with use of the software set forth in Exhibit A and the support services set forth in this Agreement (collectively, the "Services"), solely for the purpose of locally hosting the NCJP's subscription to the Intech Worldwide Court Management Software (the "IWWCMS™").

1.1.1. All other hardware and software, as defined in the IWWCMS™ system requirements, shall be the responsibility of the NC.

1.1.2. INTECH reserves the right to modify any Service from time to time; provided that NCJP may terminate a Service without penalty in the 30 days following written notice from INTECH of the implementation of any change to a Service that, in NCJP's sole discretion, has a material adverse effect on the functionality of that Service and INTECH fails to correct the adverse effect in the 30 days following NCJP's written notification to INTECH of such effect. INTECH, its affiliates or subcontractors may perform some or all of INTECH's duties and/or obligations hereunder. The right to modify services does not include the right to increase payments made by NC to Intech pursuant to this agreement.

1.1.3. NC shall install and maintain the client server portion of the IWWCMS™ solution and all additional client software as defined in the specifications listed by INTECH on the NCJP authorized workstations.

1.2 Site. "Site" shall mean the NCJP location of the IWWCMS Solution.

1.3 Software. "Software" shall mean, in object code form only, as more fully described on Exhibit

A.



**2. SOFTWARE AS A SERVICE AGREEMENT**

2.1 Scope of Agreement: Subject to the provisions contained herewith, INTECH grants to NCJP a non-exclusive, non-transferable right to use the IWWCMS™ solution installed onsite, technical support, updates and upgrades.

2.2. Term of Agreement: The term of this Agreement is for one year, commencing upon delivery of the IWWCMS™ solution to NCJP and it being operational. The Agreement will automatically renew for successive one year periods unless NC sends the notice described below. INTECH will invoice NC for renewal of the Agreement unless NCJP has provided INTECH with notice of its intent not to renew. If NCJP elects not to renew such Agreement, notification of its election shall be made not less than thirty (30) days prior to the renewal date. Otherwise, NC agrees to pay such charges within thirty (30) days from receipt of invoice from INTECH. In the event INTECH elects to increase prices for the years after the first year, INTECH shall provide NCJP with written notice of any intended price increase at least 60 days prior to the end of the term so the parties can negotiate prior to the time NC has to notify INTECH of its intent to terminate the Agreement. If the parties cannot agree on a price increase, this Agreement will terminate and be of no further force and effect.

2.3. Title to Software and Data: All title and ownership rights, including all applicable rights to copyrights, trademarks, patents and trade secrets in IWWCMS™, shall remain with Intech Technology Solutions Corporation (IT). All data created or transmitted and stored on the NC server shall at all times be owned by NC.

2.4. Confidentiality of Software: NC agrees to maintain the confidential nature of the IWWCMS™ solution provided for its use under this Agreement. NC agrees that it will not, during or after the terms of this Agreement, permit the disclosure of the Software or its Documentation to any person other than a regular employee or contractor of the NC, unless such disclosure is specifically authorized in writing by INTECH in advance of any such disclosure. This confidentiality/non-disclosure provision shall be made known by NC to its regular employees and contractors, who shall also be bound by these terms and conditions.

INTECH  NC 

2.5. Prohibition on Copying Software and Documentation: NC will not, and will not permit others to: (a) make copies of the Software or Documentation, except that one copy of the Software may be made for backup and archival purposes only; (b) remove, obscure or alter any notice of patent, copyright, trade secret or other proprietary rights notice on or in the Software; (c) modify, decompile, disassemble or reverse engineer the Software, (d) use any authoring tool in the Software for any purpose other than use of the Software, (e) sublicense, distribute, rent, lease or otherwise transfer the Software or any Software accessible to end-users or others by broadcast or transmission in any form whatsoever, including without limitation, broadcast or transmission by telephone, cable, satellite or interactive television. NC agrees to promptly inform INTECH, in writing of any unauthorized use or distribution of Software or Documentation that comes to its attention and use its best efforts to terminate such unauthorized use or distribution.

2.6. Use of Software: NC shall use the Software only on its Hardware (or on compatible replacement), and only to process its own data. It shall not use the software to perform services for hire. Any additional entities would have to enter into an Agreement with INTECH for appropriate Services.

2.7. Disposal of Software and Documentation at Termination: Upon the cancellation or other termination of this service, NCJP shall: (a) return all Software and Documentation; and (b) forward written notice to INTECH that all Software and Documentation have been destroyed or deleted from any computer libraries or storage devices and are no longer in use by NCJP.

2.8. Assignment: This Agreement may not be assigned or transferred without advanced written consent from INTECH.

2.9. WARRANTY: EXCEPT AS SET FORTH BELOW, INTECH MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, FOR THE SERVICES IT IS PROVIDING, AND DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. INTECH exercises no control over and accepts no responsibility for the content of the information passing through the Services. INTECH specifically denies any responsibility for the accuracy or quality of information obtained through the Services. Use of any information obtained via the Services is at NCJP's own risk. In no event shall INTECH become liable to NC or any other party for any special or consequential damages or any other loss, including time, money, or goodwill arising from the use, operation, or modification of the software by the NC.

2.10 Proprietary Nature of the Software and Documentation: NC shall acquire no ownership rights or title to the Software or Documentation. NC will not, and will not permit others to violate Section 2.5. NC agrees to promptly inform INTECH, in writing, of any unauthorized use or distribution of Software or Documentation that comes to its attention and use its best efforts to terminate such unauthorized use or distribution.

2.11 Trademarks: NC hereby recognizes and concedes for all purposes that any copyrights, trademarks, trade names, or identifying slogans affixed to, relating to, or contained in the Software furnished to NCJP by INTECH, or any accompanying labels, containers and cartons, whether or not registered, constitute the exclusive property of IT or its licensors. Upon termination of this Agreement in any manner provided herein, NCJP will cease and desist from using all IT copyrights, trademarks, trade names, or identifying slogans, and furthermore, NCJP will at no time adopt for use, without INTECH's prior written consent, any word or mark which is similar to or likely to be confused with said identifying marks.

3. SERVICE AND PAYMENT

3.1 Service: INTECH agrees to provide to the NCJP the Services listed on Exhibit A and NC agrees to purchase such Services.

3.2 Payment: NC agrees to pay the amounts set forth on Exhibit A in U.S. Dollars free of any withholding tax, liens and fees. Payments for the Services shall be made in advance upon execution of this Agreement, and be in the form of a check, wire or ACH.

3.3 Amendment of Exhibit A: The parties may from time to time, by mutual agreement, amend Exhibit A to add additional products and services for use at a specified site to be covered by the terms of this Agreement and also add additional Sites at which specified Software may be installed and used by NCJP. These changes will be agreed upon in writing and signed by both parties.

INTECH [Signature] NC [Signature]

**4. SOFTWARE WARRANTY AND SUPPORT**

4.1 Warranty on Software: If NC's hardware along with the manufacturer's standard operating system is included on INTECH's list of supported environments or compatible with supported environments, INTECH warrants that the IWWCMS™ programs will run to specifications on NC's system. If the IWWCMS™ programs do not run on NC's system, INTECH will refund the Agreement price of such Services. The remedy for breach of the warranty shall be limited to a refund of the Agreement price paid for that year and shall not cover any other damages, including, but not limited to loss of profit, incidental, or consequential damages or other similar claims.

4.2 Software Support: INTECH will provide both telephone and on-line support to NCJP only with respect to access and availability of the IWWCMS™ solution maintained by INTECH pursuant to this Agreement. This support will include solutions to general INTECH software issues, programming problems, re-indexing, corrupted data file clean-up and utilization of INTECH provided forms and reports. Support does not cover operating system issues. INTECH will work with NCJP's operating system support provider to determine the best solution in these situations. Telephone support is available between 8:00 AM and 5:00 PM CST, Monday through Friday excluding Federal holidays and will be included as part of this Agreement for the first 6 month warranty period. On the first day following this 6 month warranty period NCJP shall receive, as a part of the annual payment, up to the maximum time usage of 10 hours of support assistance per month and agrees to pay \$250/hour for support over 10 hours. There will be no charge if the need for support is caused by an INTECH programming error. Notification of defects in workmanship or materials must be made to INTECH in writing at the address and phone number listed or via e-mail.

4.3 Supported Environments: Visual DataFlex. Operating systems and networks: Windows Server 2003 and Server 2008 or higher, Windows NT, Vista and 7 or higher.

**5. INDEMNIFICATION**

INTECH agrees to indemnify, hold harmless, and defend NC from and against any and all damages, costs and expenses, including reasonable attorney's fees, incurred in connection with any claim by any third party that the portions of the Software developed and owned by INTECH infringe upon any U.S. copyright, patent or trade secret of such third party; provided that INTECH is notified in writing within thirty (30) days from the date NC knew of such claim and further provided that INTECH has sole control over its defense or settlement, and NC provides reasonable assistance at the expense of INTECH in the defense of the same. Following written notification of an infringement claim, INTECH may, at its expense, and in its sole and absolute discretion (but without obligations to do so) either (i) procure for NCJP the right to continue to use the alleged infringing portion of the Software or (ii) replace or modify the Software to make it non-infringing or (iii) terminate the license to the Software hereunder without any further obligation to NC and refund to NC the unused prorated value of the infringing portion of the Software as determined by INTECH in its sole discretion. Notwithstanding anything contained herein to the contrary, INTECH shall have no liability for any infringement claim based on (a) NC's use of the Software in combination with any non-INTECH supplied software or equipment, if such infringement claim would have been avoided but for such use in combination; (b) NC's alteration of the Software; or (c) NC's use of a superseded release of the Software if the infringement would have been avoided by the use of a New Release of the Software that INTECH provides to NCJP.

**6. INSTALLATION AND TRAINING**

This Agreement includes a non-exclusive right to access the IWWCMS™ and is not to be considered a licensing agreement. To provide ease of use and data security the Software is installed locally on the designated NCJP computers. If NCJP elects to obtain training from INTECH, such services shall be provided in accordance with INTECH's then current terms and conditions with respect thereto. NCJP agrees that it will provide furniture, permanently installed network wiring and or wireless networking. Computer Hardware with compatible operating system installed and operational

**7. EXPORT TARIFF'S, FEES, AND TAXES**

If NCJP is not exempt under applicable law from tariffs, fees and taxes, INTECH will have the right, at any time during any term of this Agreement, to pass through and invoice to NC any new or increased fees, assessments, taxes or other charges imposed on, or required to be collected by INTECH or its

INTECH [Signature] NC [Signature]

subcontractors or agents and which are assessed by any governmental agency. NC will provide INTECH with a duly authorized exemption certificate at the time this Agreement is executed.

8. GENERAL

8.1 Governing Law: This Agreement shall be construed in accordance with, and its performance governed by, the Laws of the state of Texas. With respect to matters related to Confidentiality of Software and Prohibition on Copying Software and Documentation, if issues arise which are not covered by the Laws of Texas then those issues should be construed according to the United States Federal Laws.

8.2 Injunctive Relief: It is understood and agreed that, notwithstanding any other provisions of this Agreement, breach of the Confidentiality provisions of this Agreement by NC will cause INTECH irreparable damage for which recovery of money damages would be inadequate, and therefore, that INTECH shall be entitled to obtain timely injunctive relief, in addition to all other remedies available to INTECH, to protect INTECH's rights under this Agreement.

8.3 Assignment: This Agreement and any interest herein may not be assigned or transferred, in whole or in part, by either party without the prior written consent of the other party, and any assignment or transfer without such consent shall be null and void; provided, however, that INTECH shall be entitled to assign this Agreement to any corporation controlling, controlled by, or under common control with INTECH. In addition, INTECH may assign its right to payment under this Agreement or grant a security interest in this Agreement or such payment to any third party.

8.4 Severability: If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.


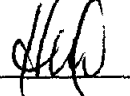
8.5 Force Majeure: Neither party shall be deemed to be in default of any provision of this Agreement or be liable for any delay or failure in performance, any loss or damage suffered by the other party, directly or indirectly, as a result of the first party's failure to perform, or delay in performing, any of its obligations contained in this Agreement (except any obligations to make payments hereunder), due to Force Majeure, which shall include without limitation acts of God, fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, governmental regulations or restrictions of any kind.

8.6 Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes any other Agreements, whether oral or in writing, and there are no understandings, representations or warranties of any kind, express, implied or otherwise, not expressly set forth herein.

8.7 Non-waivers and Modification: Waiver by either party of any default or breach of any provision of this Agreement by the other party shall not be construed as a waiver of any subsequent default or breach. No extension of time for payment or other accommodation granted to a party shall operate as a waiver of any of its rights under this Agreement. No provision of this Agreement may be modified by a party without the prior written consent of the other party.

8.8 Limitation of Liability: IN NO EVENT SHALL INTECH OR ITS EMPLOYEES, AGENTS, SUPPLIERS OR CONTRACTORS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH INTECH'S OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOSS OF USE, INCOME OR PROFIT, OR LOSSES SUSTAINED AS THE RESULT OF INJURY (INCLUDING DEATH) TO ANY PERSON OR TO DELIVER OR DELAY IN DELIVERING ANY ITEM UNDER THIS AGREEMENT, EVEN IF INTECH OR A INTECH AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL LIABILITY OF INTECH FOR DAMAGES WITH RESPECT TO ANY ITEM LICENSED OR SOLD HEREUNDER EXCEED THE AMOUNTS ACTUALLY PAID BY NC UNDER THIS AGREEMENT FOR SUCH ITEM.

8.9 Intentional Risk Allocation: INTECH and NC each acknowledge that the provisions of this Agreement were negotiated and voluntarily agreed upon. The warranty disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The limitations of liability are intended to limit

INTECH  NC 



the forms of relief available to the parties. The provisions of Section 8.8 and 8.9 shall be enforceable independent of and severable from any other enforceable or unenforceable provision of this Agreement.

8.10 Confidentiality: NC may disclose to third parties that it has concluded an Agreement with INTECH for provision of INTECH supplied Services. Subject to NC's obligations to respond to requests for information under state and federal law, NC shall not, and shall not permit any of its agents, attorneys, employees or advisors to disclose any Confidential Information received from the disclosing party or otherwise discovered by the receiving party during the term of this Agreement, including, but not limited to, the pricing and terms of the Agreement, and any information relating to the disclosing party's technology, business affairs, marketing or sales plans, and any non-public information regarding the performance of the Services (collectively the "Confidential Information"). The parties shall use Confidential Information only for the purpose of this Agreement and shall only disclose Confidential Information to affiliates, employees, subcontractors or advisors under a similar obligation of confidentiality. The forgoing restrictions on use and disclosure of Confidential Information do not apply to information that: (i) is in the possession of the receiving party at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (ii) is, or becomes publically known, through no wrongful act or omission of the receiving party; (iii) is received without restriction from a third party free to disclose it without obligation to the disclosing party; (iv) is developed independently by the receiving party without reference to the Confidential Information, or (v) is required to be disclosed by law, regulation, or court or governmental order, however, the party subject to such law, regulation or court or governmental order shall use reasonable efforts to minimize such disclosure and shall notify the other party contemporaneously of such disclosure. To the extent INTECH or its agents or employees acquire information in connection with providing services under this Agreement which is confidential by state or federal law, INTECH agrees to maintain the confidentiality of such information and not disclose to anyone except as may be required by law.

8.11 Audit of Software: INTECH reserves the right to audit NCJP's Site during the term of the Agreement for compliance with the provisions of this Agreement and any attachments to the Agreement, provided that such audits shall be conducted during normal business hours and in such a manner as not to interfere unreasonably with the business operations of NCJP.

8.12 Counterparts: This Agreement may be executed in counterparts.

8.13 Survival: The provisions of Sections 2, 4, 5, and 8 shall survive termination of this Agreement.

8.14 Cumulation of Remedies: All remedies available to either party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

8.15 Notices and Changes: Any notice or other communication hereunder shall be in writing and sent to the principal address of the party set forth at the beginning of this Agreement. No change to any provision hereof (including any Exhibit hereto) shall be effective unless stated in writing and signed by both parties hereto.

8.16 Interpretation: The section headings of this Agreement are for convenience of reference only, and shall not be construed to alter or affect the meaning of any provision hereof.

8.17 Continuing Obligations: The obligations of the NC under Section 2.4 (Confidentiality of Software), 2.5 (Prohibition on Copying Software and Documentation), and 2.7 (Disposal of Software and Documentation at Termination) shall survive termination under this Agreement. Should contract be terminated so shall the contract for support services.

8.18 Third Party Escrow: The software source code will be placed in a third party escrow account with INTECH's attorney in Accordance to the Third Party Escrow Agreement.

INTECH  NC 

**Service Agreement Costs**

**EXHIBIT A**

<b>Onetime Costs - SL 1</b>	<b>DPS Ticket Data Interface &amp; Ticket Docketing</b>	
Installation & Configuration		\$ 3,790.00
Training		\$ 7,580.00
	Subtotal	<u>\$11,370.00</u>

<b>Onetime Costs - SL 2</b>	<b>Juvenile Docketing</b>	
Installation & Configuration		\$1,895.00
Training		\$3,790.00
	Subtotal	<u>\$5,685.00</u>

<b>Onetime Costs - SL 3</b>	<b>Civil &amp; Non-Traffic Misdemeanor Docketing</b>	
Installation & Configuration		\$1,895.00
Training		\$3,790.00
	Subtotal	<u>\$5,685.00</u>

<b>Onetime Costs - SL 4</b>	<b>Other Magistrate Duties Docketing</b>	
Installation & Configuration		\$1,895.00
Training		\$3,790.00
	Subtotal	<u>\$5,685.00</u>

<b>Onetime Costs - SL 5</b>	<b>Other Agency Interfaces</b>	n/a
To Be Determined		

<b>Total Onetime Costs</b>	<b>\$28,425.00</b>
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<b>Onetime Costs - Other</b>	<b>Data Conversion Current System</b>	
Estimate Only		\$10,000.00
	Subtotal	<u>\$10,000.00</u>

<b>Total Other Costs</b>	<b>\$10,000.00</b>
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<b>Annual Services Agreement</b>	\$40,800.00
One Year Subscription	<u>\$40,800.00</u>

<b>Total Annual Costs</b>	<b>\$40,800.00</b>
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INTECH  NC 

## HR Seminar – Draft Out line

Tuesday June 21 2011

1 - Casilda Clarich, TAC representative

Over view of how improper HR procedures can cost County money and productivity

2 – Gerald Schroeder, HR Specialist

Topics such as FMLA, hiring, firing, and retention

3 – Jack Coffey, Employee Specialist

Discuss safety, worker's comp and return to work program

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### Authorized Signatory Amendment Form

Date effective: 5/9/11 Participant Account #: TX-01- 0199

Name of Public Entity: Navarro County

Please make the following changes for the named entity:

**Individuals to be ADDED:**

Frank L. Hull County Treasurer  
Print Name (First, Middle Initial, Last) Title

Signature  
903 -654 -3091 fhull@navarrocounty.org  
Telephone Number Extension E-mail Address

- Authorized Signatory (to move funds)
- E-mail Monthly Statement Request
- Internet Read Only
- Pin Number Requested

Frank L. Hull County Treasurer  
Print Name (First, Middle Initial, Last) Title

[Signature] 5/9/11  
Signature

Telephone Number Extension E-mail Address  
 Authorized Signatory (to move funds)  E-mail Monthly Statement Request  
 Internet Read Only  Pin Number Requested

**Individuals to be REMOVED:**

Ruby Coker Alan Bristol  
Print Name Print Name

**Changes approved by:**

Kathy Hollomon County Auditor  
Name Title Date

[Signature] X 5/9/11  
Signature

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RESOLUTION OF BOARD OF DIRECTORS

The Board of Directors of Prosperity Bank at a meeting duly called on January 11, 2011 adopted the following Resolution:

Be it resolved, by the Board of Directors of this Bank: The Board of Directors hereby approves and accepts any and all public fund depository contracts approved and accepted by management.

Be it further resolved, by the Board of Directors, The Senior Chairman, Chairman, Vice Chairman, President, Vice President, Chief Financial Officer, Chief Lending Officer, Chief Credit Officer and Cashier ("Officers") of this Bank are hereby authorized and directed as follows:

- Prepare and present fully, in the manner and form as required by the Political Subdivision of the State of Texas including but not limited to Cities, Counties, and School Districts, and all political subdivisions thereof, an application on behalf of this Bank to become a Depository. Upon acceptance by the Political Subdivision of the State of Texas, the application becomes a binding agreement.
- Deliver and pledge to the Political Subdivision of the State of Texas securities belonging to the Bank to guarantee and secure payment by the Bank of said deposits as required by law.

The above resolution has not been rescinded or modified and has been duly entered in the minutes book of Prosperity Bank.

Date: 5-26-11

PROSPERITY BANK

By: denise Urbanovsky  
denise Urbanovsky, Secretary

On this 1st day of June, 2011, management hereby approves and accepts the depository contract of Navarro County and will deliver and pledge securities belonging to the Bank to guarantee and secure payment by the Bank of said deposits as required by law. Upon acceptance by the Political Subdivision of the State of Texas, the application becomes a binding agreement.

PROSPERITY BANK

By: L. Watts  
Banking Center President

**COLLATERAL AGREEMENT**

**STATE OF TEXAS**

**COUNTY OF NAVARRO**

This agreement is made and entered into this 1<sup>st</sup> day of June 2011, by and between Prosperity Bank ("Depository Beneficiary"), Prosperity Bank, a state banking association, ("Depository Bank"), and the Federal Home Loan Bank of Dallas, ("Safekeeping Bank").

WITNESSETH:

WHEREAS, Navarro County and Depository Bank have entered into a Depository Contract dated June 1, 2011; and

WHEREAS, under the provisions of law and the Depository Contract the Depository Bank must secure the deposits by pledging investment securities; and

WHEREAS, the securities pledged by the Depository Bank under the Depository Contract must be transferred to and held by a bank selected for safekeeping; and

WHEREAS, the Depository Beneficiary and the Depository Bank have selected the Federal Home Loan Bank of Dallas as the Safekeeping Bank;

NOW THEREFORE, it is agreed by the parties hereto as follows:

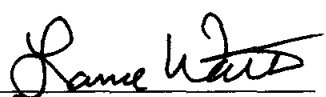
1. Depository Bank hereby places with Safekeeping Bank certain investment securities owned by Depository Bank which are pledged to Depository Beneficiary as security for its deposits with Depository Bank,
2. The Depository Bank may from time to time substitute or place with Safekeeping Bank additional securities which are pledged to Depository Beneficiary. Whenever pledged securities are placed by Depository Bank with Safekeeping Bank, the Safekeeping Bank shall issue original safekeeping receipts within three (3) business days of such placement to the Depository Bank. No security placed with the Safekeeping Bank under this agreement shall be released by Safekeeping Bank except pursuant to the joint instructions of the Depository Beneficiary and the Depository Bank.
3. Securities placed with the Safekeeping Bank shall be under the joint control of the Depository Bank and the Depository Beneficiary. However, in the event the investment officer of the Depository Beneficiary certifies in writing to the Safekeeping Bank with a copy to the Depository Bank that the Depository Bank has failed to perform any of the duties or obligations imposed by the Depository Contract or the depository laws of the State of Texas and said failure has

continued for three business days, with no attempt on the part of the Depository Bank to rectify the failure after proper notice, then the Depository Bank shall have no further control over the pledged securities and the Safekeeping Bank shall deliver to the investment officer of the Depository Beneficiary all securities deposited hereunder without requiring further authorization, release or direction from the Depository Bank. Further, the Depository Bank does hereby release and discharge the Safekeeping Bank from any liability for the release of the pledged securities to the Depository Beneficiary in accordance with the provisions of this paragraph.

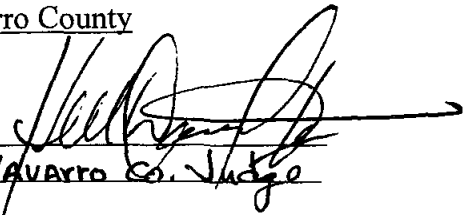
- 4. Safekeeping Bank agrees to perform all duties hereof and to indemnify the Depository Beneficiary for any reasonable loss, cost, or expense, including reasonable attorney's fees, resulting from its failure to perform the duties imposed upon it by this Collateral Agreement unless such loss can be demonstrated by Safekeeping Bank to have been due to a cause or causes beyond the reasonable control of Safekeeping Bank (such as acts of God, acts of the public enemy, insurrections, riots, explosions, or other cataclysmic events) or to have been caused in whole or in part by the error, dishonesty, omission, fraud, embezzlement, theft or negligence of the Depository Beneficiary, its employees, its officers, its agents, or its directors.
- 5. Depository Bank agrees to pay all costs or charges imposed on it by Safekeeping Bank for the performance of services provided under this Collateral Agreement.
- 6. Any suit arising out of or in any way connected with this Collateral Agreement shall be brought in a court of proper jurisdiction in Navarro County, Texas.

EXECUTED in multiple originals this 1<sup>st</sup>, day of June 2011.

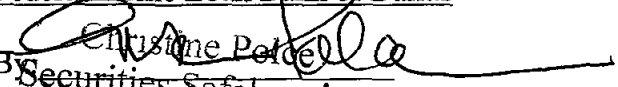
**Depository Bank**  
Prosperity Bank

By:   
Its: President - Conicam

**Depository Beneficiary**  
Navarro County

By:   
Its: Navarro Co. Judge

**Safekeeping Bank**  
Federal Home Loan Bank of Dallas

By:   
Its: Securities Safekeeping  
Manager

**NAVARRO COUNTY TREASURER'S OFFICE**

**Frank L. Hull**  
County Treasurer  
Phone: (903) 654-3090

300 West Third Avenue, Suite 17  
Corsicana, Texas 75110  
e-mail: fhull@navarrocounty.org

**Jane McCollum**  
Assistant Treasurer  
Fax: (903) 875-3391

Lance Watkins  
Prosperity Bank  
Corsicana, Texas 75110

Lance:

Enclosed is a copy of the Navarro County Investment Policy as amended May 9, 2011 by the Navarro County Commissioner's Court.

Please read the Investment Policy. Section 2256.005 of the Public Funds Investment Act requires your organization respond in writing confirming you:

- 1 – Received and reviewed the investment policy of Navarro County and
- 2 – Acknowledge that your organization has implemented reasonable procedures and controls in an effort to preclude banking and investment transaction conducted between Navarro County and your organization that are not authorized by Navarro County Investment Policy.

Please return the attached "Investment Policy Certification Form" to us within ten days of this letter.

We look forward to a mutually agreeable relationship.

Frank Hull

Navarro County Treasurer  
Corsicana, Texas 75110



# Investment Policy Certification Form

As required by Texas Government Code 2256.005(k)

Navarro County, Texas

Before me, the undersigned authority, on this day personally appeared the person whose name is subscribed below, who, being first duly sworn by me, upon oath deposed and said:

My name is Lance Watkins. I am a Qualified

Representative of Prosperity Bank  
(the "business organization"), which is engaged in the business of banking and investments and the business organization desires to provide such services to Navarro County. To meet the requirements of the Public Funds Investment Act,

I hereby certify that:

- 1 – I have received and reviewed the investment policy of Navarro County;
- 2 – Acknowledge that the business organization has implemented reasonable procedures and controls in an effort to preclude banking and investment transactions conducted between Navarro County and our organization that are not authorized by the Navarro County Investment Policy.
- 3- The statement, representations and declarations made in this document are true and correct.

Lance Watkins  
Qualified Representative

Sworn to and subscribed before me on this, the 9<sup>th</sup> day of May, 2011

[Signature]  
Notary Public in and for the State of Texas



NAVARRO COUNTY, TEXAS  
INVESTMENT POLICY

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#18  
**b. Debt Service Funds**

The investment maturity of debt service funds shall generally be limited to the anticipated cash flow requirement. The maximum maturity for all debt service funds shall not be more than one year.

**c. Special Revenue Funds**

Special revenue funds are legally restricted to expenditures for a particular purpose. They may be invested in compliance with this policy and all applicable state and federal laws and subject to cash flow requirements with maximum maturity not to exceed two years.

**3. Ensuring Liquidity**

Liquidity shall be achieved by anticipating cash flow requirements of the County consistent with the objectives of this policy, through scheduled maturity of investments.

A security may be liquidated to meet unanticipated cash requirements, to redeploy cash into other investments expected to outperform current holdings, or otherwise to adjust the portfolio.

**4. Depository Agreements**

Consistent with the requirements of State law, the County shall require all bank deposits to be federally insured or collateralized with eligible securities. Financial institutions serving as County Depositories will be required to sign a Depository Agreement with the County. The Depository Agreement shall define the County's rights to the collateral in case of default, bankruptcy or closing and shall establish a perfected security interest in compliance with the "Financial Institutions, Reform, Recover and Enforcement Act of 1989" (FIRREA) and other Federal and State regulations, including:

- the Agreement must be in writing;
- the Agreement has to be executed by the Depository and the County contemporaneously with the acquisition of the asset;
- the Agreement must be approved by the Board of Directors or the loan committee of the Depository and a copy of the Board Resolution delivered to the County;
- the Agreement must be part of the Depository's "official record" continuously since its execution.

**5. Collateral**

**a. Allowable Collateral**

Eligible securities for collateralization of deposits are defined by the Public Funds Collateral Act and shall meet the general constraints of this Policy.

**b. Collateral Levels**

chg may 9  
110%  
To compensate for increase or decrease in County deposits and fluctuation of market value of pledged collateral, the minimum market value of collateral shall be ~~125%~~ 110% of County deposits that are not insured by the Federal Deposit Insurance Corporation (FDIC). Deposits include: time deposits, interest bearing checking accounts, certificates of deposits, accrued interest and any other instrument deposited into County funds. The depository institution will monitor pledged

NAVARRO COUNTY, TEXAS  
INVESTMENT POLICY

ch  
110%  
May 9

collateral daily to ensure sufficient collateral to be in compliance with this policy. The depository institution will pledge additional collateral necessary to meet the ~~125%~~ requirement immediately and without delay. Additional pledged collateral shall bear the county's name as the beneficiary.

**c. Monitoring Collateral Adequacy**

The County shall require monthly reports with market values of pledged securities from all financial institutions with which the County has deposits. The Investment Officers will monitor adequacy of collateralization levels to verify market values and total collateral positions.

**d. Security Substitution**

Collateralized deposits often require substitution of securities. Any financial institution requesting substitution must contact the Investment Officers. After reasonable notice and in accordance with the collateral approval substitution process as established by the Commissioners Court, Local Government Code 116.082 and the PFIA, the Depository, with Financial Officer agreement may be entitled to substitute one type of security for another or replace a particular security or securities with others of the same type, if the substituting or replacing security meets the requirements of the law, this investment policy and the Depository Contract.

**6. Safekeeping**

**Safekeeping of Deposit Collateral**

A third-party custodian or institution mutually agreeable to both parties shall hold all collateral which secure bank deposits acceptable to and under contract with Navarro County as outlined in Texas Government Code Sec. 2257.041.

**D. Investment Advisors and Investment Providers**

Investment Advisors shall adhere to the spirit, philosophy and specific terms of this policy and shall invest with the same "Standard of Care" and shall avoid recommending or suggesting transactions outside that "Standard of Care."

The Investment Officers of the County may select Investment Advisors and Providers. The Investment Officers will establish criteria to evaluate Investment Advisors and Investment Providers, including:

1. Adherence to the County's policies and strategies;
2. Investment performance and transaction pricing within accepted risk constraints;
3. Responsiveness to the County's request for services, information and open communication;
4. Understanding the inherent fiduciary responsibility of investing public funds;
5. Similarity in philosophy and strategy with the County's objectives.

Selected Investment Advisors and Investment Providers shall provide timely transaction confirmations and monthly activity reports.

A written copy of the County's Investment Policy shall be presented to any person(s) offering to engage in an investment transaction with an investing entity.

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NAVARRO COUNTY, TEXAS  
TABULATION OF DEPOSITORY BIDS  
RFP 2011-D-008

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	Prosperity Bank	Comments	CHASE Bank	Comments
<b>General Services</b>				
ACH Activity	Yes - NC	Incoming & outgoing		See Direct Deposit
Overdraft Protection	Yes - NC	Addendum B		As outlined in bid
Internet Banking	Yes - NC		\$8/acct JPMorgan ACCESS	Chase.com free
Positive Pay	Yes - NC		\$10/acct/PWS	Add'l fees may apply
Direct Deposit	Yes - NC		\$40/acct JPMorgan Access	Add'l fees may apply
<b>Security Required for Funds on Deposit</b>				
Market Value @ of Deposits (125% min)	110%	Addendum C	NC	
Monthly Pledged Security Report	Yes - NC		NC	
<b>Interest</b>				
Current Rate Available	0.75%	Floor Rate (A)	HYS .2%	Exception rates can be negotiated
Interest Rate Calculation	NOW +.35% w/ Floor of .75%		365 day basis	
<b>Account Maintenance</b>				
All Items Returned with Monthly Statement	Images provided		Available via	Payables Web Services or CD
<b>Fees - Interest Bearing Accounts</b>				
Minimum Balance Required per Account	None		None on HYS	
Monthly Maintenance Fee	NC		\$5.00/acct	
Deposits (per item)	NC		\$.05/deposit item	
Checks Paid (per item)	NC		\$.08/item	
Separate Billing for Account Maintenance	N/A			Through mo'ly acct analysis
<b>Fees - Zero Balance Accounts</b>				
Minimum Balance Required per Account	None			
Monthly Maintenance Fee	NC		\$5.00/acct	
Deposits (per item)	NC		\$.05/deposit item	
Checks Paid (per item)	NC		\$.08/item	
Earnings Credit (offsets fees above)	N/A		1.15% fixed	or Indexed Option to 91 day T-bill
Separate Billing for Account Maintenance	N/A			Through mo'ly acct analysis
<b>Investments</b>				
ACH Transfers	NC		\$.06 (dr/cr)	
Posting Interval	Daily	9, 11, 1, 3:30	\$0	
<b>Fees for Other Transactions</b>				
Return Item	NC		\$2/item	
Stop Payment	NC		\$10/item	
Bank Transfer Between Accounts	NC		\$0	
Wire Transfer - Incoming	NC		\$4/wire	
Wire Transfer - Outgoing	NC		\$5/wire	
ACH Transactions (debit/credit)	NC		\$.06 (dr/cr)	
<b>Additional Services</b>				
Free Deposit Slips	Yes - NC			Bank cost no mark up
Internet Banking	Yes - NC		\$8/acct/JPMorgan ACCESS	Chase.com free fees depend on size chosen
Safety Deposit Box	Yes - NC		Available	
Cashier's Checks	Yes - NC		\$8.00	
Account Printouts	Yes - NC		\$6.00	view online
\$\$ Toward Check Printing and Supplies	\$0		\$2,000	avail for 90 days
Free Personal Checking for County Employee	Yes - NC			free w direct deposit of at least \$500/mo.

N/S - Not Specified in Bid Response

NC - No charge

N/A - Not applicable

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Navarro County Seal

**NAVARRO COUNTY AUDITOR'S OFFICE**

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

Terri Gillen, First Assistant  
Junebe Beard, Internal Auditor  
Jeannie Keeney, Assistant  
Julie Jennings, Assistant  
Natalie Robinson, Assistant  
Gloria Turner, Assistant

Kathy B. Hollomon, CPA  
County Auditor

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

May 17, 2011

Mr. Lance Watkins  
President, Corsicana Banking Center  
Prosperity Bank  
100 South Main Street  
Corsicana, TX 75110

Dear Lance,

We are pleased to confirm that the Navarro County Commissioners' Court accepted the Prosperity Bank Depository Contract proposal at their May 9, 2011 meeting.

The Contract will be for four years, with a two year renewal option, for services provided as agreed in the Depository Contract. The effective date of this contract is June 1, 2011 and to complete the contract we will need:

1. Resolution from Prosperity Bank Board of Directors accepting this Depository Contract per the "Financial Institution, Reform, Recover and Enforcement Act of 1989"
2. Executed Collateral Agreement revised by the Navarro County Commissioners' Court on Feb. 25, 2011. Blank form attached.
3. Executed Investment Policy Certification Form confirming that Prosperity Bank has received and will comply with the Navarro County Investment Policy.
4. Copy of the Depository Contract prepared by Prosperity Bank

Please sign below acknowledging Navarro County's acceptance of Prosperity Bank's attached Depository Contract proposal.

Agreed to by Prosperity Bank, this 20<sup>th</sup> day of May, 2011 by:

Lance Watkins, President

Agreed to by Navarro County, this 26<sup>th</sup> day of May, 2011 by:

H.M. Davenport, County Judge

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**RFP NO. 2011-D-008**

**DEPOSITORY CONTRACT**

**PROSPERITY BANK  
100 SOUTH MAIN STREET  
CORSIANA, TEXAS 75110**

**903-872-0077**

**LANCE A WATKINS  
BANKING CENTER PRESIDENT  
[lance.watkins@prosperitybanktx.com](mailto:lance.watkins@prosperitybanktx.com)**

**March 25, 2011**

286C

NAVARRO COUNTY, TEXAS  
 RESPONSE TO DEPOSITORY RFP  
 RFP 2011-D-008

	Response	Explain
<b>General Services</b>		
ACH Activity	YES-N/C	INCOMING & OUTGOING
Overdraft Protection	YES-N/C	SEE ADDENDUM B
Internet Banking	YES-N/C	
Positive Pay	YES-N/C	
Direct Deposit	YES-N/C	
<b>Security Required for Funds on Deposit</b>		
Market Value @ of Deposits (125% min)	110%	SEE ADDENDUM C
Monthly Pledged Security Report	YES-N/C	
<b>Interest</b>		
Current Rate Available	.75%	FLOOR RATE - SEE ADDENDUM A
Interest Rate Calculation	NOW RATE +.35%	W/FLOOR OF .75% SEE ADDENDUM A
<b>Account Maintenance</b>		
All Items Returned with Monthly Statement	IMAGES PROVIDED	
<b>Fees - Interest Bearing Accounts</b>		
Minimum Balance Required per Account	NONE	
Monthly Maintenance Fee	N/C	
Deposits (per item)	N/C	
Checks Paid (per item)	N/C	
Separate Billing for Account Maintenance	N/A	
<b>Fees - Zero Balance Accounts</b>		
Minimum Balance Required per Account	NONE	
Monthly Maintenance Fee	N/C	
Deposits (per item)	N/C	
Checks Paid (per item)	N/C	
Earnings Credit (offsets fees above)	N/A	
Separate Billing for Account Maintenance	N/A	
<b>Investments</b>		
ACH Transfers	N/C	
Posting Interval	DAILY	9AM, 11AM, 1PM, 3:30PM
<b>Fees for Other Transactions</b>		
Return Item	N/C	
Stop Payment	N/C	
Bank Transfer Between Accounts	N/C	
Wire Transfer - Incoming	N/C	
Wire Transfer - Outgoing	N/C	
ACH Transactions (debit/credit)	N/C	
<b>Additional Services</b>		
Free Deposit Slips	YES-N/C	
Internet Banking	YES-N/C	
Safety Deposit Box	YES-N/C	
Cashier's Checks	YES-N/C	
Account Printouts	YES-N/C	
\$\$ Toward Check Printing and Supplies	\$0	
Free Personal Checking for County Employees	YES-N/C	

Note: RESPONSE TO DEPOSITORY RFP (p. 10) should be included in Offer's proposal. N/C = NO CHARGE

## SCOPE OF SERVICE

Prosperity Bank will provide all banking services including, but not limited to, NOW demand deposit accounts, Money Market accounts, other limited transaction investment accounts, certificates of deposit, internet banking, automated telephone banking, wire transfers, incoming and outgoing ACH transactions, Positive Pay, debit cards, ATMs, and other cash management services, just to name a few.

### Account Maintenance

All items or an Image of each item shall be returned with the monthly statement.

All account maintenance fees and minimum balance requirements are waived. This applies to all accounts of Navarro County.

All fees for items deposited or checks paid are waived.

Any billing will be direct, and on a quarterly basis.

Cash will generally be available same day for deposits. The Funds Availability Policy will be furnished upon request.

ACH and Wire Transfers are typically initiated by the County through our Cash Management System.

### Other Transactions

* Return Items	NO CHARGE
* Stop Payment	NO CHARGE
* Transfer Between Accts.	NO CHARGE
* Wire Transfer (in/out)	NO CHARGE
* ACH Transactions	NO CHARGE
* NSF Checks	NO CHARGE

### Interest

Navarro County maintains 25 accounts with this bank; all are NOW accounts, except five Non-Interest bearing accounts. For Checking with Interest, Prosperity Bank will pay our stated NOW rate as it changes plus .35% with a floor of .75%. The current rate would be .75% due to the fact that the NOW Account rate as of 3/24/11 is .07% + .35% or .42% and is lower than the floor rate.



For Money Market Accounts, Prosperity Bank will pay our stated Prosperfect Money Market rate as it changes with a floor of .75%. The current rate would be .75% due to the fact that on March 24, 2011 the stated rate for accounts with \$100,000 or greater was .45% and is lower than the floor rate. Rates on Certificates of Deposit shall be quoted at the Prosperity Bank stated rates. See Addendum A for a description of the bank's interest rates.

Prosperity Bank's proposed bid allows for Bank deposits only. Sweep arrangements between County deposit accounts, such as a zero-balance sweep between a payroll and an interest-bearing operating account, are an option Prosperity Bank provides. Prosperity Bank does not provide investment advice. Prosperity Bank does not provide sweep services to overnight or other investments outside of the Bank (such as SEC registered money market mutual fund investments).

### **Security Required For Funds On Deposit**

Prosperity Bank (The Depository) shall provide collateral equal to 110% of all Navarro County time and demand deposits plus accrued interest minus applicable FDIC coverage. Collateral will be pledged to the County and held in an independent safekeeping institution by a custodian or permitted institution as specified by the Public Funds Collateral Act (Texas Government Code, Chapter 2257). [Alternatively, the County may specify any limitations on its preferred custodial arrangement.] The Depository will be liable for monitoring and maintaining the collateral and the required margin at all times and will provide original safekeeping notice and a monthly report of the collateral to include the security description, par amount, cusip, and market value, at a minimum.

Note: Prosperity Bank maintains internal controls to monitor and maintain the required collateral. If the County is aware of a large transaction that will significantly increase deposit balances, the County will notify the Bank with one day's advance notice to ensure the timely pledging of additional collateral.

### **Investments**

ACH transfers are received and originated through the Federal Reserve Bank. Incoming transactions are posted by effective or settlement date by 9:00a.m. Outgoing transactions should be received in the Bank by 2:30p.m. two days prior to the effective date of the ACH. Wire transfers are memo posted four times daily: 9:00a.m., 11:00a.m., 1:00p.m., and 3:30p.m..

### **General Services**

ACH activity is available on all accounts at NO CHARGE.

Overdraft Policy: Overdrafts may be subject to the following:

- a. Overdraft Item Fee – The Overdraft Item Fee will be waived if offsetting collected balances are on deposit in non-interest-bearing deposit accounts.
- b. Accrued Interest Adjustment – If offsetting collected balances are maintained in interest-bearing deposit accounts only, the Overdraft Item Fee will be waived and an interest accrual debit adjustment will be made to the interest-bearing deposit account calculated on the amount and duration of the overdraft.
- c. Frequent and Continuous Overdrafts – If overdrafts continue to occur on a frequent basis, Prosperity Bank reserves the right to assess Overdraft Item fees, regardless of compensating balances. Additionally, if an account remains overdrawn for more than one business day, Prosperity Bank reserves the right to assess an Overdraft Interest Charge of which the rate will be equal to the prime rate published in the Wall Street Journal, as it changes.

Internet Banking is available at NO CHARGE.

Positive Pay is available at NO CHARGE.

Direct Deposit for payroll is available at NO CHARGE.

Employee Bank accounts with Direct Deposit or E-statement will be available at NO CHARGE.

Printing and extraordinary items have not been required in the last 15 years and I do not anticipate any in the future, however if there are some that are not covered under this proposal the costs will be billed separately to the County at the time of the request.

### Other Services

- Free safety deposit box (one)
- Free account printouts
- Free balance reporting
- Free cashier's checks
- Free personal checking with Direct Deposit or E-statement to County employees
- Free ATM (Prosperity Bank machine only)
- Free 24 hour Fastline telephone service
- Free personal, attentive service
- Free Internet Banking

**Required Services Available**

- On-line Cash Management Services
- Direct Deposit Services
- Positive Pay Services

The bid is respectfully submitted for your consideration.



Lance A. Watkins  
President  
Corsicana Banking Center  
Prosperity Bank

March 25, 2011

## ADDENDUM A

**Prosperity Bank  
100 South Main Street  
Corsicana, TX 75110**

**Navarro County  
March 24, 2011**

Single Maturity Time Deposits of more than \$100,000:

MATURITY	Current C/D rates as of March 24, 2011
30 Days	.15%
90 Days	.20%
180 Days	.45%
1 Year	.70%
18 Months	.85%
2 Years	1.00%
3 Years	1.36%
5 Years	1.76%

Interest rates on Time Deposits will be at a Prosperity Bank CD rate in effect at the time of purchase for like balance and term of the Time Deposit. Note: - Prosperity Bank does not offer a 7 to 29 day term Certificate of Deposit option. The rate quoted above applies to or greater than 30 days.

1. All Navarro County Checking Accounts with Interest  
For Checking with Interest, Prosperity Bank will pay our stated NOW rate as it changes plus .35% with a floor of .75%. The current rate would be .75% due to the fact that the NOW Account rate as of 3/24/11 is .07% + .35% or .42% and is lower than the floor rate.
  
2. The Navarro County Money Market Accounts  
For Money Market Accounts, Prosperity Bank will pay our stated Prosperfect Money Market rate as it changes with a floor of .75%. The current rate would be .75% due to the fact that on March 24, 2011 the stated rate for accounts with \$100,000 or greater was .45% and is lower than the floor rate.
  
3. Loan rates and approval will be negotiated at the time the need arises based on market rate, collateral and term of loan.

NOTE: The Interest Checking and MMA rates are variable and subject to change.

**ADDENDUM B****Overdraft Protection Policy**

Overdrafts may be subject to the following:

- a. **Overdraft Item Fee** – The Overdraft Item Fee will be waived if offsetting collected balances are on deposit in non-interest-bearing deposit accounts.
- b. **Accrued Interest Adjustment** – If offsetting collected balances are maintained in interest-bearing deposit accounts only, the Overdraft Item Fee will be waived and an interest accrual debit adjustment will be made to the interest-bearing deposit account calculated on the amount and duration of the overdraft.
- c. **Frequent and Continuous Overdrafts** – If overdrafts continue to occur on a frequent basis, Prosperity Bank reserves the right to assess Overdraft Item fees, regardless of compensating balances. Additionally, if an account remains overdrawn for more than one business day, Prosperity Bank reserves the right to assess an Overdraft Interest Charge of which the rate will be equal to the prime rate published in the Wall Street Journal, as it changes.

FILED FOR RECORD  
AT 3:30 O'CLOCK P M.

MAY 6 2011

SHERRY DOWD  
COUNTY CLERK, NAVARRO COUNTY, TEXAS  
BY [Signature] 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  

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## ADDENDUM C

### Security Required for Funds on Deposit

The Depository shall provide collateral equal to 110% of all Navarro County time and demand deposits plus accrued interest minus applicable FDIC coverage. Collateral will be pledged to the County and held in an independent safekeeping institution by a custodian or permitted institution as specified by the Public Funds Collateral Act (Texas Government Code, Chapter 2257). [Alternatively, the County may specify any limitations on its preferred custodial arrangement.] The Depository will be liable for monitoring and maintaining the collateral and the required margin at all times and will provide original safekeeping notice and a monthly report of the collateral to include the security description, par amount, cusip, and market value, at a minimum.

The Navarro County RFP requested the Depository to provide collateral equal to 125%, however, the legal requirement and standard set forth in the RFP simply refers to the Texas Local Government Code Section 116.058 which states "Securities pledged to secure county funds on deposit in a depository must be in an amount equal to the amount of those funds." Prosperity Bank would like to comment that we are exceeding the requirement by 10% and feel that this is very competitive and exceeds what most other public funds bids require.

Note: Prosperity Bank maintains internal controls to monitor and maintain the required collateral. If the County is aware of a large transaction that will significantly increase deposit balances, the County will notify the Bank with one day's advance notice to ensure the timely pledging of additional collateral.

NAVARRO COUNTY, TEXAS  
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING APRIL 2011

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DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	RENDITION PENALTY CAD %	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
<b>NAVARRO COUNTY</b>									LEVY
CURRENT	167,913.16		17,998.11	185,911.27		21.51	185,889.76	4,758.32	16,028,200.24
DELINQUENT	43,859.99		15,431.81	59,291.80			59,291.80	11,864.63	%
TOTAL	211,773.15	-	33,429.92	245,203.07	-	21.51	245,181.56	16,622.95	1.05%
<b>NAVARRO COLLEGE</b>									LEVY
CURRENT	32,442.85		3,461.12	35,903.97		4.08	35,899.89	899.73	3,112,064.50
DELINQUENT	8,639.19	-	3,217.51	11,856.70			11,856.70	2,362.51	%
TOTAL	41,082.04	-	6,678.63	47,760.67	-	4.08	47,756.59	3,262.24	1.04%
<b>CITY OF RICE</b>									LEVY
CURRENT	2,525.56	-	265.14	2,790.70	78.92		2,711.78	6.98	123,433.71
DELINQUENT	24.45		7.86	32.31	2.09		30.22	6.47	%
TOTAL	2,550.01	-	273.00	2,823.01	81.01		2,742.00	13.45	2.05%
<b>CITY OF KERENS</b>									LEVY
CURRENT	2,501.77		262.61	2,764.38			2,764.38		246,776.37
DELINQUENT	300.05	-	108.60	408.65			408.65	80.90	%
TOTAL	2,801.82	-	371.21	3,173.03	-		3,173.03	80.90	1.01%
<b>CITY OF CORSICANA</b>									LEVY
CURRENT	58,949.56	-	6,250.86	65,200.42		3.32	65,197.10	3,468.38	7,665,883.64
DELINQUENT	31,376.59	-	10,749.71	42,126.30			42,126.30	8,403.96	%
TOTAL	90,326.15	-	17,000.57	107,326.72	-	3.32	107,323.40	11,872.34	0.77%



NAVARRO COUNTY, TEXAS  
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING APRIL 2011

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DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	RENDITION PENALTY	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
<b>CITY OF BARRY</b>									
CURRENT	251.79		26.65	278.44			278.44		LEVY 15,240.75
DELINQUENT	18.37		7.16	25.53			25.53	5.10	%
TOTAL	270.16	-	33.81	303.97	-		303.97	5.10	1.65%
<b>CITY OF EMHOUSE</b>									
CURRENT	194.00	-	21.34	215.34			215.34		LEVY 8,654.36
DELINQUENT				-			-		%
TOTAL	194.00	-	21.34	215.34	-		215.34	-	2.24%
<b>CITY OF RICHLAND</b>									
CURRENT	90.47	-	9.95	100.42			100.42		LEVY 15,107.71
DELINQUENT	79.45		20.68	100.13			100.13	20.03	%
TOTAL	169.92	-	30.63	200.55	-		200.55	20.03	0.60%
<b>CITY OF GOODLOW</b>									
CURRENT	9.13	-	1.01	10.14	0.30		9.84		LEVY 3,397.15
DELINQUENT	10.79		10.78	21.57	2.75		18.82	3.70	%
TOTAL	19.92	-	11.79	31.71	3.05		28.66	3.70	0.27%
<b>CITY OF FROST</b>									
CURRENT	2,144.88		235.41	2,380.29	69.58		2,310.71		LEVY 72,102.15
DELINQUENT	270.85		73.09	343.94	19.63		324.31	68.78	%
TOTAL	2,415.73	-	308.50	2,724.23	89.21		2,635.02	68.78	2.97%
<b>CITY OF DAWSON</b>									
CURRENT	423.25		43.69	466.94			466.94		LEVY 72,213.76
DELINQUENT	71.68		30.55	102.23			102.23	19.71	%
TOTAL	494.93	-	74.24	569.17	-		569.17	19.71	0.59%

NAVARRO COUNTY, TEXAS  
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING APRIL 2011

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DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	RENDITION PENALTY	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
<b>CITY-BLOOMING GROVE</b>									LEVY
CURRENT	1,708.22		180.62	1,888.84			1,888.84		97,259.71
DELINQUENT	343.64		91.21	434.85			434.85	86.98	%
TOTAL	2,051.86	-	271.83	2,323.69	-		2,323.69	86.98	1.76%
<b>NAVARRO COUNTY ESD #1</b>									LEVY
CURRENT	1,004.69	-	109.07	1,113.76	32.29	0.13	1,081.34	4.88	114,680.02
DELINQUENT	99.58	-	31.76	131.34	8.46		122.88	26.26	%
TOTAL	1,104.27	-	140.83	1,245.10	40.75	0.13	1,204.22	31.14	0.88%
<b>BLOOMING GROVE ISD</b>									LEVY
CURRENT	17,497.42		1,816.46	19,313.88			19,313.88	249.39	1,394,181.10
DELINQUENT	1,953.55		562.68	2,516.23			2,516.23	475.74	%
TOTAL	19,450.97	-	2,379.14	21,830.11	-		21,830.11	725.13	1.26%
<b>DAWSON ISD</b>									LEVY
CURRENT	14,844.49		1,468.17	16,312.66			16,312.66	30.73	1,216,769.52
DELINQUENT	3,414.87		3,525.21	6,940.08			6,940.08	1,189.38	%
TOTAL	18,259.36	-	4,993.38	23,252.74	-		23,252.74	1,220.11	1.22%
<b>RICE ISD</b>									LEVY
CURRENT	17,700.04		1,905.89	19,605.93			19,605.93	33.91	1,386,822.76
DELINQUENT	1,359.01		452.78	1,811.79			1,811.79	362.36	%
TOTAL	19,059.05	-	2,358.67	21,417.72	-		21,417.72	396.27	1.28%
<b>GRAND TOTAL</b>	<b>412,023.34</b>	<b>-</b>	<b>68,377.49</b>	<b>480,400.83</b>	<b>214.02</b>	<b>29.04</b>	<b>480,157.77</b>	<b>34,428.83</b>	

MEMO:

TOTAL COLLECTED	<u>514,829.66</u>
ROLLBACK TAXES	<u>                    </u>
TAX CERTIFICATES	<u>1,110.00</u>
HOT CK FEES	<u>40.00</u>

YR-TO-DATE % CURRENT COLLECTED:

COUNTY	<u>93.31%</u>	GOODLOW	<u>65.25%</u>
COLLEGE	<u>93.25%</u>	FROST	<u>85.61%</u>
RICE	<u>90.87%</u>	CITY-DAWSON	<u>86.81%</u>
KERENS	<u>88.77%</u>	CITY-BL GROVE	<u>90.13%</u>
CORSICANA	<u>94.34%</u>	NC ESD #1	<u>91.26%</u>
BARRY	<u>91.72%</u>	B G ISD	<u>90.37%</u>
EMHOUSE	<u>77.60%</u>	DAWSON ISD	<u>91.64%</u>
RICHLAND	<u>86.10%</u>	RICE ISD	<u>92.30%</u>

NAVARRO COUNTY, TEXAS  
AD VALOREM TAXES COLLECTED DURING THE MONTH OF APRIL 2011

	TAXES	PENALTY & INTEREST	SUBTOTAL	RENDITION PENALTY CAD %	NET TAXES DUE	MEMO ONLY ATTORNEY FEES
<b>CURRENT TAXES</b>						
COUNTY	136,924.13	14,673.30	151,597.43	17.52	151,579.91	3,880.64
ROAD & BRIDGE	28,600.15	3,069.38	31,669.53	3.68	31,665.85	809.78
FLOOD CONTROL	2,388.88	255.43	2,644.31	0.31	2,644.00	67.90
<b>TOTAL</b>	<b>167,913.16</b>	<b>17,998.11</b>	<b>185,911.27</b>	<b>21.51</b>	<b>185,889.76</b>	<b>4,758.32</b>
<b>DELINQUENT TAXES</b>						
COUNTY	35,893.43	12,610.36	48,503.79		48,503.79	9,709.06
STATE	-	-	-	-	-	-
ROAD & BRIDGE	7,327.95	2,589.58	9,917.53		9,917.53	1,981.79
FLOOD CONTROL	638.61	231.87	870.48		870.48	173.78
<b>TOTAL</b>	<b>43,859.99</b>	<b>15,431.81</b>	<b>59,291.80</b>	<b>-</b>	<b>59,291.80</b>	<b>11,864.63</b>
<b>TOTAL ALLOCATION</b>						
COUNTY	172,817.56	27,283.66	200,101.22	17.52	200,083.70	13,589.70
STATE		-		-		-
ROAD & BRIDGE	35,928.10	5,658.96	41,587.06	3.68	41,583.38	2,791.57
FLOOD CONTROL	3,027.49	487.30	3,514.79	0.31	3,514.48	241.68
<b>TOTAL</b>	<b>211,773.15</b>	<b>33,429.92</b>	<b>245,203.07</b>	<b>21.51</b>	<b>245,181.56</b>	<b>16,622.95</b>

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

April 4, 2011

Judge H. M. Davenport  
Navarro County Sheriff's Office  
300 W 3rd Avenue, Suite 10  
Corsicana, TX 75110

292  
**RECEIVED**

MAY 04 2011

NAVARRO COUNTY  
AUDITOR'S OFFICE

Dear Judge Davenport:

Grant number G10NT0001A has been increased and now totals \$2,568,207.00.

The original of Modification 4 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 Lisa Newton at (202) 395-6639.

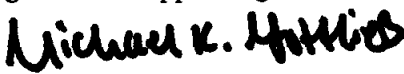
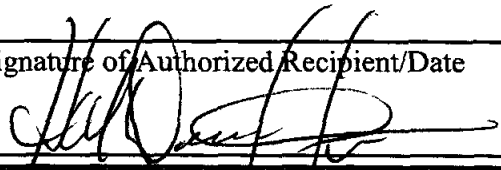
Sincerely,

**Michael K. Gottlieb**

Michael K. Gottlieb

Acting National HIDTA Director

Enclosures

<b>Executive Office of the President Office of National Drug Control Policy</b>		<b>AWARD Grant</b>	Page 1 of 1
1. Recipient Name and Address Judge H. M. Davenport Navarro County Sheriff's Office 300 W 3rd Avenue Suite 10 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: 4/4/2011	7. Action  Initial  <input checked="" type="checkbox"/> Supplemental	
Subrecipient Name and Address	8. Supplement Number 4		
2A. Subrecipient IRS/Vendor No.:	9. Previous Award Amount:	\$2,538,207.00	
3. Project Title Multiple	10. Amount of This Award:	\$30,000.00	
	11. Total Award:	\$2,568,207.00	
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 Michael K. Gottlieb Acting National HIDTA Director		15. Typed Name and Title of Authorized Official H. M. Davenport 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: 25216	

# 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	Central Oklahoma HIDTA Task Force	12,000.00	Investigation	G10NT0001A
		Commercial Smuggling Initiative	90,500.00	Investigation	G10NT0001A
		DHE - North Texas	150,000.00	Interdiction	G10NT0001A
		East Texas Violent Crimes Initiative	44,000.00	Investigation	G10NT0001A
		Eastern Drug Initiative	233,775.00	Investigation	G10NT0001A
		Management and Coordination	664,730.00	Administration	G10NT0001A
		Northern Drug Initiative	43,209.00	Investigation	G10NT0001A
		Operations Support Center	504,616.00	Operations Support	G10NT0001A
		PA - Management and Coordination	0.00	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	146,324.00	Investigation	G10NT0001A

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294

# Initiative Cash by HIDTA

North Texas

*Agency Total : Navarro County Sheriff's Office*

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2,620,207.00

**Total**

**2,620,207.00**

296

# Budget Detail

2010 - North Texas

Initiative - Eastern Drug Initiative

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

Resource Recipient - Navarro County Sheriff's Office

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<i>Current Budget (net of reprogrammed funds)</i>		<b>\$30,000.00</b>
<b>Overtime</b>	<b>Quantity</b>	<b>Amount</b>
Overtime		\$30,000.00
<b>Total Overtime</b>		<b>\$30,000.00</b>
	<b>Total Budget</b>	<b>\$30,000.00</b>

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

April 4, 2011

Judge H. M. Davenport  
Navarro County Sheriff's Office  
300 W 3rd Avenue, Suite 10  
Corsicana, TX 75110

**RECEIVED**

MAY 04 2011

NAVARRO COUNTY  
AUDITOR'S OFFICE

Dear Judge Davenport:

Grant number G10NT0001A has been increased and now totals \$2,598,207.00.

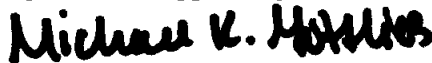
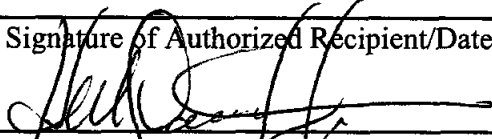
The original of Modification 5 is enclosed. If you accept this Modification, sign the Modification and return a copy to the Assistance Center in Miami. Keep the original Modification for your file.

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 Lisa Newton at (202) 395-6639.

Sincerely,

Michael K. Gottlieb  
Acting National HIDTA Director

Enclosures

<b>Executive Office of the President Office of National Drug Control Policy</b>		<b>AWARD Grant</b>	Page 1 of 1
1. Recipient Name and Address Judge H. M. Davenport Navarro County Sheriff's Office 300 W 3rd Avenue Suite 10 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: 4/4/2011	7. Action	
Subrecipient Name and Address	8. Supplement Number 5	Initial	
		<input checked="" type="checkbox"/> Supplemental	
2A. Subrecipient IRS/Vendor No.:	9. Previous Award Amount:	\$2,568,207.00	
3. Project Title	10. Amount of This Award:	\$30,000.00	
Multiple	11. Total Award:	\$2,598,207.00	
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 Michael K. Gottlieb Acting National HIDTA Director		15. Typed Name and Title of Authorized Official H. M. Davenport 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: 25217	

# 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	Central Oklahoma HIDTA Task Force	12,000.00	Investigation	G10NT0001A
		Commercial Smuggling Initiative	90,500.00	Investigation	G10NT0001A
		DHE - North Texas	150,000.00	Interdiction	G10NT0001A
		East Texas Violent Crimes Initiative	44,000.00	Investigation	G10NT0001A
		Eastern Drug Initiative	233,775.00	Investigation	G10NT0001A
		Management and Coordination	664,730.00	Administration	G10NT0001A
		Northern Drug Initiative	43,209.00	Investigation	G10NT0001A
		Operations Support Center	504,616.00	Operations Support	G10NT0001A
		PA - Management and Coordination	0.00	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	146,324.00	Investigation	G10NT0001A		

b6c

# Initiative Cash by HIDTA

North Texas

*Agency Total : Navarro County Sheriff's Office*

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2,620,207.00

**Total**

**2,620,207.00**

300

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# Budget Detail

2010 - North Texas

Initiative - Western Drug Initiative

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

Resource Recipient - Navarro County Sheriff's Office

---

<i>Current Budget (net of reprogrammed funds)</i>		<b>\$30,000.00</b>
<b>Overtime</b>	<b>Quantity</b>	<b>Amount</b>
Overtime		\$30,000.00
<b>Total Overtime</b>		<b>\$30,000.00</b>
	<b>Total Budget</b>	<b>\$30,000.00</b>

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

April 4, 2011

Judge H. M. Davenport  
Navarro County Sheriff's Office  
300 W 3rd Avenue, Suite 10  
Corsicana, TX 75110

**RECEIVED**

MAY 04 2011

NAVARRO COUNTY  
AUDITOR'S OFFICE

Dear Judge Davenport:

Grant number G10NT0001A has been increased and now totals \$2,610,207.00.

The original of Modification 6 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 Lisa Newton at (202) 395-6639.

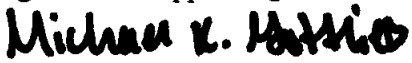
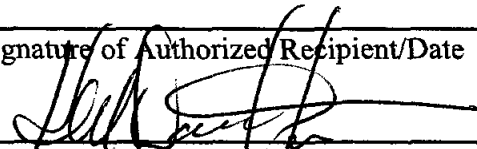
Sincerely,

*Michael K. Gottlieb*

Michael K. Gottlieb

Acting National HIDTA Director

Enclosures

<b>Executive Office of the President Office of National Drug Control Policy</b>		<b>AWARD Grant</b>	Page 1 of 1
1. Recipient Name and Address Judge H. M. Davenport Navarro County Sheriff's Office 300 W 3rd Avenue Suite 10 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: 4/4/2011	7. Action	
Subrecipient Name and Address	8. Supplement Number 6	Initial	
		<input checked="" type="checkbox"/> Supplemental	
2A. Subrecipient IRS/Vendor No.:	9. Previous Award Amount:	\$2,598,207.00	
3. Project Title Multiple	10. Amount of This Award:	\$12,000.00	
	11. Total Award:	\$2,610,207.00	
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 Michael K. Gottlieb Acting National HIDTA Director		15. Typed Name and Title of Authorized Official H. M. Davenport 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: 25218	

# 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	Central Oklahoma HIDTA Task Force	12,000.00	Investigation	G10NT0001A
		Commercial Smuggling Initiative	90,500.00	Investigation	G10NT0001A
		DHE - North Texas	150,000.00	Interdiction	G10NT0001A
		East Texas Violent Crimes Initiative	44,000.00	Investigation	G10NT0001A
		Eastern Drug Initiative	233,775.00	Investigation	G10NT0001A
		Management and Coordination	664,730.00	Administration	G10NT0001A
		Northern Drug Initiative	43,209.00	Investigation	G10NT0001A
		Operations Support Center	504,616.00	Operations Support	G10NT0001A
		PA - Management and Coordination	0.00	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	146,324.00	Investigation	G10NT0001A



# Initiative Cash by HIDTA

North Texas

*Agency Total : Navarro County Sheriff's Office*

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2,620,207.00

**Total**

**2,620,207.00**

# Budget Detail

2010 - North Texas

Initiative - Central Oklahoma HIDTA Task Force

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

Resource Recipient - Navarro County Sheriff's Office

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<i>Current Budget (net of reprogrammed funds)</i>		<b>\$12,000.00</b>
<b>Overtime</b>	<b>Quantity</b>	<b>Amount</b>
Overtime		\$12,000.00
<b>Total Overtime</b>		<b>\$12,000.00</b>
	<b>Total Budget</b>	<b>\$12,000.00</b>

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