

NAVARRO COUNTY COMMISSIONER'S COURT

A SPECIAL MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON MONDAY THE, 22<sup>ND</sup> DAY OF AUGUST, 2011 AT 10:00 A.M., IN THE COUNTY COURTROOM IN THE NAVARRO COUNTY COURTHOUSE, CORSICANA, TEXAS. PRESIDING JUDGE HM DAVENPORT, COMMISSIONERS PRESENT KIT HERRINGTON, DICK MARTIN, DAVID WARREN, AND JAMES OLSEN

1. 10:07A.M. MOTION TO CONVENE BY HERRINGTON SEC BY WARREN  
ALL VOTED AYE MOTION CARRIED
2. OPENING PRAYER BY JUDGE DAVENPORT
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENTS- DAVID WEINKAUF-WATERLINE FOR NORMAN  
JACKSON & LEROY GIBBS **TO WIT PG 639**

**CONSENT AGENDA**

MOTION TO APPROVE CONSENT AGENDA 5-11 BY OLSEN SEC BY WARREN  
ALL VOTED AYE MOTION CARRIED

5. MOTION TO APPROVE MINUTES FROM MEETINGS OF AUGUST 8TH,  
AUGUST 16, AND AUGUST 18, 2011
6. MOTION TO APPROVE AND PAY BILLS AS SUBMITTED BY THE  
COUNTY AUDITOR, INCLUDING CURRENT BILLS, PAYROLL  
(PAID 8/15/2011)
7. MOTION TO APPROVE BUDGET TRANSFER \$7,000 FROM JAIL REPAIRS  
AND MAINTENANCE (101-512-445) TO CAPITAL IMPROVEMENTS (101-  
512-578) TO COVER EECBG PROJECT COSTS IN EXCESS OF GRANT  
AMOUNT
8. MOTION TO APPROVE BUDGET TRANSFER OF \$84,000 FROM VARIOUS  
INDIGENT HEALTH CARE EXPENSE ACCOUNTS (SEE ATTACHED) TO  
INTERGOVERNMENTAL TRANSFER UPL (101-630-484) **TO WIT PG 640**

**REGULAR AGENDA**

9. MOTION TO APPROVE BURN BAN & DECLARATION OF LOCAL STATE OF DISASTER ORDER PROHIBITING ALL OUTDOOR BURNING ORDER PROHIBITING THE SALE OR USE OF FIREWORKS BY JUDGE DAVENPORT SEC BY MARTIN **TO WIT PG 641-642**  
ALL VOTED AYE MOTION CARRIED
  
10. PUBLIC HEARING ON CREATION OF REINVESTMENT ZONE #08-02, FOR NAVARRO COUTNY GENERATING, LLC **TO WIT PG 643**
  
11. MOTION TO APPROVE RESOLUTION OF THE COUNTY COMMISSIONER'S COURT OF THE COUNTY OF NAVARRO, TEXAS ON THE CREATION OF REINVESTMENT ZONE NO. 08-02, FOR NAVARRO GENERATING, LLC THE NOMINATION AND DESIGNATION OF THE NEW AREA DESCRIBED HEREIN AS A REINVESTMENT ZONE (TEXAS TAX CODE, CHAPTER 312); DESIGNATING AN AUTHORIZED REPRESENTATIVE TO ACT IN ALL MATTERS; AND, DESIGNATING A LIAISON TO ACT ON ALL MATTERS PERTAINING TO THE PROPERTY DEVELOPMENT AND TAX ABATEMENT ZONE (TEXAS TAX CODE, CHAPTER 312) CONTIGENT UPON CHANGE IN SECTION 5 WITH APPROVAL OF COMMISSIONER COURT BY HERRINGTON SEC BY MARTIN **TO WIT PG 644-647**  
ALL VOTED AYE MOTION CARRIED
  
12. DISCUSSION OF TIRE DAY ON FRIDAY SEPTEMBER 9<sup>TH</sup>, 2011 PCT. 1 BARN
  
13. MOTION TO APPROVE SIGNING AND ACCEPTING INDEMNITY AGREEMENT FOR BILL AND ELLEN SCHWAB REGARDING GRANDVIEW ESTATES REPLAT BY MARTIN SEC BY OLSEN  
ALL VOTED AYE MOTION CARRIED **TO WIT PG 648-649**
  
14. MOTION TO APPROVE SIGNING INTERLOCAL AGREEMENT WITH NCTCOG FOR 911 SERVICES BY JUDGE DAVENPORT SEC BY HERRINGTON **TO WIT PG 650-688**  
ALL VOTED AYE MOTION CARRIED
  
15. MOTION TO APPROVE ANNUAL REPORT FOR THE NAVRRO COUNTY SOIL WATER CONSERVATION DISTRICT, BOBBY WILSON BY OLSEN SEC BY WARREN **TO WIT PG 690-693**  
ALL VOTED AYE MOTION CARRIED
  
16. MOTION TO APPROVE GRANT CONTRACT BETWEEN OFFICES OF ATTORNEY GENERAL AND NAVARRO COUNTY DISTRICT

ATTORNEY'S OFFICE FOR VICTIMS COORDINATOR AND LIAISON  
GRANT (VCLG) BY MARTIN SEC BY WARREN  
ALL VOTED AYE MOTION CARRIED **TO WIT PG 694-712**

17. MOTION TO APPROVE BUDGET AMENDMENT OF \$3500 FOR PART TIME HELP IN PRECINCT 1 TO OPERATING ACCOUNT BY HERRINGTON SEC BY OLSEN  
ALL VOTED AYE MOTION CARRIED
18. MOTION TO APPROVE TREASURER'S REPORT FOR JULY 2011, FRANK HULL BY OLSEN SEC BY WARREN **TO WIT PG 713-714**  
ALL VOTED AYE MOTION CARRIED
19. MOTION TO APPROVE COUNTY AUDITOR'S JULY 2011 MONTHLY FINANCIAL REPORT, PURSUANT TO LGC SEC 114.024 BY MARTIN SEC BY WARREN **TO WIT PG 715-718**  
ALL VOTED AYE
20. MOTION TO APPROVE AMENDMENTS NO.3 TO CONTRACT NO. CS BETWEEN THE COUNTY OF NAVARRO AND COMPTROLLER OF PUBLIC ACCOUNTS STATE ENERGY CONSERVATION OFFICE (SECO) RELATED TO ARRA EECBG BY OLSEN SEC BY MARTIN  
ALL VOTE AYE MOTION CARRIED **TO WIT PG 719-721**
21. MOTION TO APPROVE SOFTWARE KEY UPGRADE AGREEMENT BETWEEN PROCAT AND NAVARRO COUNTY (DISTRICT COURT REPORT LESLIE KIRK) BY OLSEN SEC BY WARREN  
ALL VOTED AYE MOTIN CARRIED **TO WIT PG 722**
22. 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 AUGUST 22ND, 2011.

SIGNED 22ND DAY OF AUGUST 2011.

  
SHERRY DOWD, COUNTY CLERK



#4

639

Corbet Water Supply  
1724 FM 2452  
Corsicana, Texas 75110  
903-874-4821

August 22, 2011

Navarro County Judge  
Navarro County Commissioners

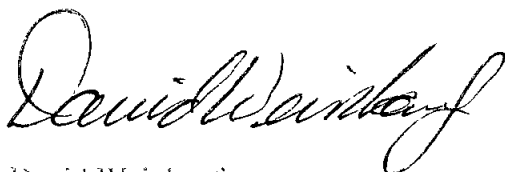
RE: Open Cut County Road SWCR 2230 ?

Dear Butch Warren County Commissioner Pr. #3,

Corbet Water is here today on behalf of Mr. Norman Jackson and Mr. Leroy Gibbs. We are in the process of installing new water services to these two customers. Both are on the opposite side of the road where the water line is. They have talked to Commissioner Warren and me about the cost of boring the county road for a ¾ service line or open trench cutting county road. I told them it was up to the Commissioners Court. I will do whatever you want me to.

If you allow me to open cut the county road SWCR 2230 I will trench it a minimum of 4' in the ditch and install it in a 2" casing straight across from the tie in on the main line. I will back fill and water pack as we cover to minimize road settling and then after it does settle I will come back and fill as needed.

Thank You



David Weinkauf  
General Manager  
Corbet Water Supply

#8

640

8/22 Agenda

Budget Adjustment for UPL Intergovernmental Transfer:

Acct. #	Description	Increase	Decrease
101-630-484	Intergovernmental Transfer to UPL	84,000.00	
101-630-471	Physician - Non-Emergency		3,250.00
101-630-472	Prescription Drugs		16,000.00
101-630-473	Hospital - Inpatient		36,250.00
101-630-474	Hospital - Outpatient		14,500.00
101-630-475	Laboratory/X-Ray		14,000.00

To transfer budget from direct client services accounts to Intergovernmental Transfer UPL account to cover 2011 Q-3 UPL transfer.

#9

641

2011-2124  
FILED FOR RECORD  
AT 4:30 O'CLOCK P.M.

STATE OF TEXAS §  
COUNTY OF NAVARRO §

AUG 16 2011

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

**DECLARATION OF LOCAL STATE OF DISASTER  
ORDER PROHIBITING ALL OUTDOOR BURNING  
ORDER PROHIBITING THE SALE OR USE OF FIREWORKS**

00005831

**WHEREAS**, Navarro County has been affected by recent wildfires and continues to be threatened by high or extreme wildfire danger. This threat is caused by abundant fuel and extreme drought conditions which are worsening. According to data prepared by the Texas Forest Service, the Keetch-Byram Drought Index in parts of Navarro County is now at or is expected to be above the 575 index level within the next forty eight hours.

**WHEREAS**, the threat of wildfires has already increased substantially, and extraordinary measures must be taken to prevent fires in Navarro County, alleviate the suffering of people, and to protect and/or rehabilitate property;

**NOW THEREFORE, IN ACCORDANCE WITH THE AUTHORITY VESTED IN THE COUNTY JUDGE BY SECTION 418.108 OF THE TEXAS GOVERNMENT CODE, I DO HEREBY PROCLAIM A LOCAL STATE OF DISASTER BASED ON THE THREAT OF WILDFIRES IN NAVARRO COUNTY, AND DIRECT THAT ALL NECESSARY MEASURES BOTH PUBLIC AND PRIVATE AS AUTHORIZED THE LAWS OF THE STATE OF TEXAS BE IMPLEMENTED TO MEET THAT DISASTER:**

**BE IT THEREFORE ORDERED** that the following emergency regulations are hereby established for all unincorporated areas of Navarro County, Texas for the duration of the declaration:

**(1) Actions Prohibited:**

a. All outdoor burning of any combustible material is prohibited. A person violates this order if he burns any combustible material or orders such burning by others.

Exceptions: This Order does not prohibit activities carried out by the Texas Forest Service, the U. S. Forest Service, or other Federal Certified Agencies, or activities which are under the direct supervision of the local fire department.

b. The sale, possession, and use of all fireworks. Exception: This Order does not prohibit organized pyrotechnic displays under the direct supervision of the local fire department.

c. Welding, cutting, and grinding are permitted outdoors as long as another person in addition to the person performing the welding, cutting, or grinding and who is acting as spotter and who has in his possession, at his disposal, the equipment and knowledge to suppress any fire or flames, or smoldering matter that has the potential to become larger and out of control, that are caused by the act of welding, cutting,

and grinding. This does not limit the liability of the person, or persons, conducting welding, cutting, grinding, or watching as spotter for fire if a fire results from the actions, or lack of action, of those individuals.

(2) Enforcement:

- a. Upon notification of suspected outdoor burning or use of fireworks, any duly commissioned peace officer shall respond to the scene and take immediate measures to contain and/or extinguish the fire, calling upon the local fire department if necessary, and shall investigate the activity.
- b. If in the opinion of the peace officer at the scene, the goal of the order can be attained by informing the responsible party about the prohibitions established by this order, the officer may, at his discretion, notify the party about the provisions of this order and request compliance with it. In such instances, an entry of the notification shall be made into the dispatchers log containing the time, date, and place of the warning, and the name of the person receiving the warning.
- c. At the discretion of the peace officer, subsequent or flagrant violations of this order may be prosecuted in accordance with the statues and procedures governing misdemeanors.

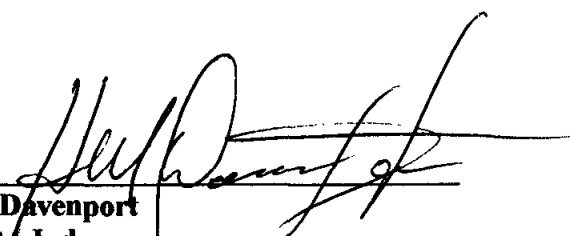
**BE IT ALSO PROCLAIMED** that this Order may be enforced by any duly-commissioned peace officer and that the venue for prosecution of this order shall be the Justice of the Peace Court, Navarro County, Texas.

**BE IT ALSO PROCLAIMED** that pursuant to Section 418.108 of the Government Code, this Declaration of a local disaster activates the Navarro County Emergency Management Plan.

**BE IT ALSO PROCLAIMED** that this Declaration and Order is effective immediately and will continue until rescinded in accordance with the above cited statute, but in no instance will this declaration continue for more than seven days without being authorized by the Navarro County Commissioners Court, and with regard to the restrictions on fireworks, no more than 60 hours unless an extension of said restrictions has been received from the Governor.

**BE IT ALSO PROCLAIMED** that the purpose of this order is the mitigation of the hazard posed by wildfires by curtailing the practice of outdoor burning, and the sale and use of all fireworks, which purpose is to be taken into account in any enforcement action based upon this order.

**IN WITNESS WHEREOF**, I affix my signature this 16th day of August, 2011.



**H.M. Davenport**  
County Judge

Filed for Record in:  
Navarro County

On: Aug 17, 2011 at 08:41A

As a  
No Fee Recording

Document Number: 00005831

Amount: .00

Receipt Number - 41790

By:  
Dolly Whitehead

STATE OF TEXAS

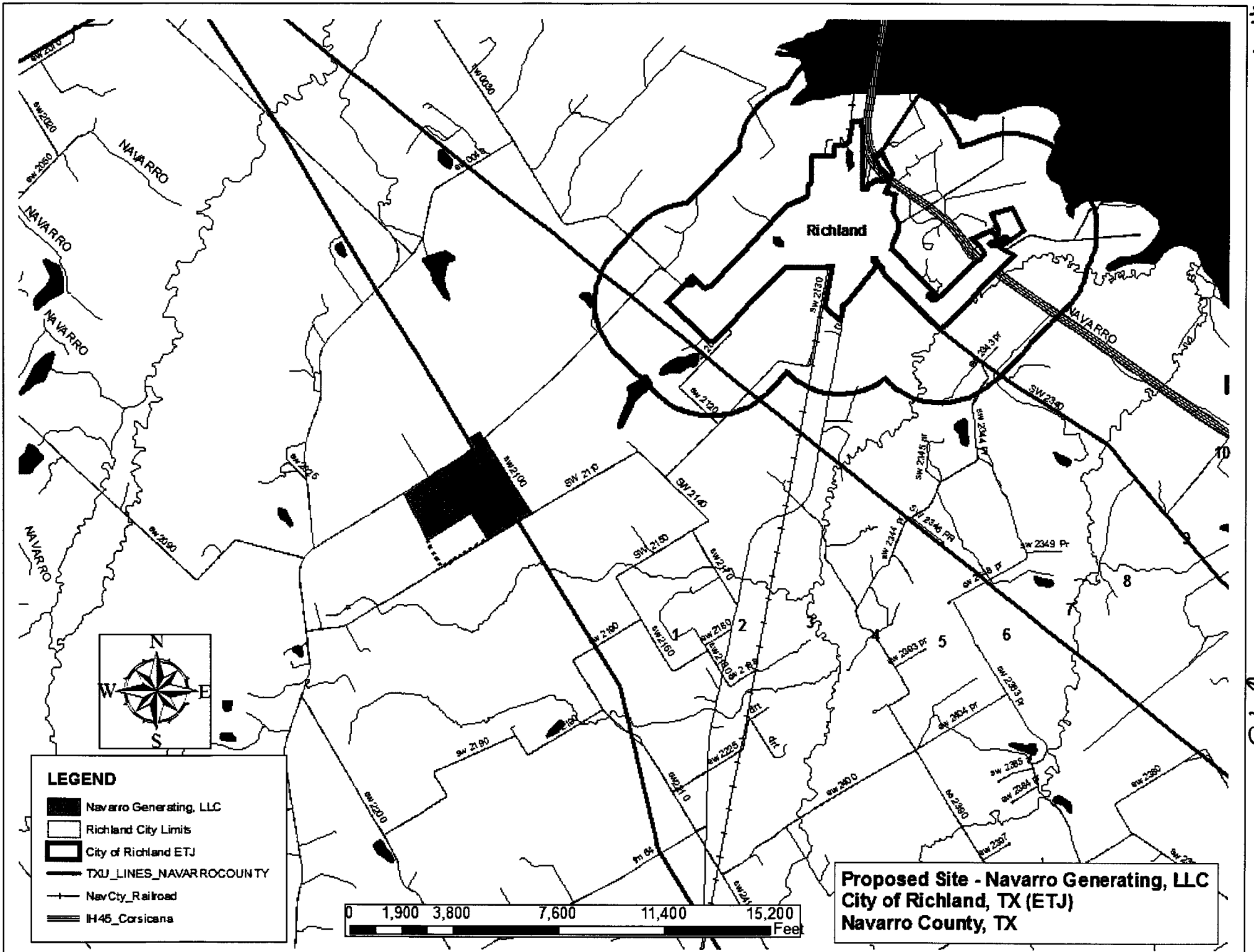
COUNTY OF NAVARRO

I hereby certify that this instrument was  
filed on the date and time stamped hereon by me and  
was duly recorded and stamped hereon by me.







Aug 17, 2011

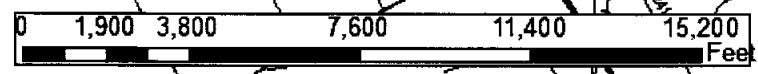
Sherry Dowd, COUNTY CLERK  
Navarro County





**LEGEND**

-  Navarro Generating, LLC
-  Richland City Limits
-  City of Richland ETJ
-  TXU\_LINES\_NAVARROCOUNTY
-  NavCity\_Railroad
-  IH45\_Corsicana



**Proposed Site - Navarro Generating, LLC  
City of Richland, TX (ETJ)  
Navarro County, TX**

#11

644

**RESOLUTION**

**A RESOLUTION OF THE COUNTY COMMISSIONER'S COURT OF THE COUNTY OF NAVARRO, TEXAS, ON THE CREATION OF REINVESTMENT ZONE NO. 08-02, FOR NAVARRO GENERATING, LLC; THE NOMINATION AND DESIGNATION OF THE NEW AREA DESCRIBED HEREIN AS A REINVESTMENT ZONE (TEXAS TAX CODE, CHAPTER 312); DESIGNATING AN AUTHORIZED REPRESENTATIVE TO ACT IN ALL MATTERS; AND, DESIGNATING A LIASION TO ACT ON ALL MATTERS PERTAINING TO THE PROPERTY DEVELOPMENT AND TAX ABATEMENT ZONE (TEXAS TAX CODE, CHAPTER 312).**

WHEREAS, the Navarro County Commissioner's Court of Navarro County, Texas (County) desires to promote the development of a certain contiguous area within it jurisdiction by designating it a reinvestment zone; and

WHEREAS, the County Commissioner's Court desires to create the proper economic and social environment to induce the investment of private resources in productive business enterprises located in areas of the County and to provide employment to residents of the County; and

WHEREAS, the County has preliminarily determined that the area depicted by the property survey attached hereto as "Exhibit A" and further described in the metes and bounds description attached hereto as "Exhibit B" meets the criteria for a reinvestment zone pursuant to Chapter 312, Property Redevelopment and Tax Abatement Act of the Texas Property Tax Code (the Act); and

WHEREAS, it is necessary and in the best interest of the County to nominate such area as a reinvestment zone pursuant to Chapter 312 of the Texas Tax Code;

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSIONER'S COURT OF NAVARRO COUNTY, TEXAS:**

Section 1. That the County hereby nominates as a reinvestment zone the area as designated in the property survey attached hereto "Exhibit A" and described on the metes and bounds description attached hereto as "Exhibit B" pursuant to Chapter 312, Property Redevelopment and Tax Abatement Act of the Texas Property Tax Code (the Act).

Section 2. That the County Commissioner's Court finds the reinvestment zone area meets the qualifications of the Act.

Section 3. That the County Commissioner's Court hereby ordains and declares that upon designation of the reinvestment zone, the County may provide, on a case-by-case basis, tax abatement incentives in accordance with the Act and the Industrial Tax Abatement Policy for Navarro County, Texas.

Section 4. That the area described in this resolution is designated as a reinvestment zone (Reinvestment Zone 08-02, for Navarro Generating, LLC), subject to the approval required by any state law.

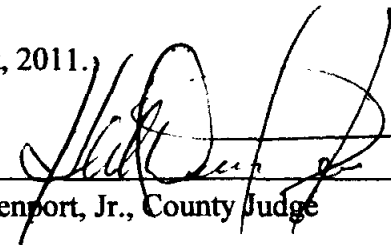
Section 5. That the Commissioner's Court directs and designates (Subject To Commissioners Court Approval) its Judge as the County's authorized representative to act in all matters pertaining to the nomination and designation of the area described herein as a reinvestment zone.

Section 6. That the Commissioner's Court further directs and designates the Economic Development Director for the County of Navarro, Texas, as liaison for communication with the Texas Department of Economic Development to oversee reinvestment zone activities and communications with applicable businesses.

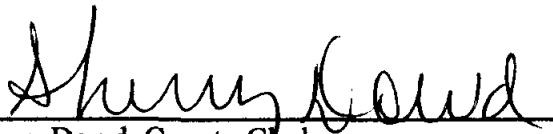
Section 7. That a public hearing to consider this resolution was held by the Commissioner's Court on August 22, 2011.

Section 8. That this resolution shall become effective from and after its passage.

**PASSED and APPROVED** on this 22<sup>nd</sup> day of August, 2011.

  
\_\_\_\_\_  
H.M. Davenport, Jr., County Judge

**ATTEST:**

  
\_\_\_\_\_  
Sherry Dowd, County Clerk



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**EXHIBIT B**

**FIELD NOTES**

**202.90 ACRES OF LAND  
PART OF THE BROWN TRACT**

**M. FOUTY SURVEYA-290  
S.ROSS SURVEY A-712  
J. ROLAND SURVEY A-697**

**NAVARRO COUNTY, TEXAS**

Being all that certain lot, tract or parcel of land located in the M. Fouty Survey Abstract No. 290, S. Ross Survey Abstract No. 712, and J. Roland Survey Abstract No. A-697 and being part of a called 205 acre tract of land as described in Deed to the C.K. Bounds recorded in Volume 289, Page 383 of the Deed of Records of Navarro County, Texas. Said lot, tract or parcel of land being more particularly described as follows:

**BEGINNING** at a 5/8" iron rod set at the westerly corner of this tract at the intersection of the southeasterly line of Farm to Market Road No. 1394 with the southwesterly line of the said Bounds tract and at the northerly corner of a called 83.66 acre tract of land as described in Deed to E.R. Jackson recorded in Volume 291, Page 327 of the Deed records of Navarro County, Texas.

**THENCE**, along the southeasterly line of said F.M. 1394 as follows: N 59° 07' 00" E, 1809.09 feet to a 5/8" iron rod set and N 58° 46' 48" E, 834.57 feet to a 5/8" iron rod set at the beginning of a curve to the left having a radius of 2801.63 feet an angle of 09° 07' 43" and a chord that bears N 53° 45' 04" E 445.90 feet;

**THENCE**, along said curve to the left an arc distance of 446.37 feet to a 5/8" iron rod set and continuing along said southeasterly line of F.M. 1394 N 49° 44' 56" E 491.04 feet to a 60-D nail set for the northerly corner of this tract at the intersection of the said southerly line of F.M. 1394 with the northeasterly line of the said Bounds tract and in SW CR 2100;

**THENCE**, S 30° 50' 00" E, along the southeasterly line of the said Bounds tract and generally along the approximate centerline of said SW CR 2100 3140.24 feet to a 5/8" iron rod set at the southerly corner of the said Bounds tract and the easterly corner of the said Jackson tract;

**THENCE**, S 60° 00' 00" W, along the southeasterly line of the said Bounds tract and generally along the approximate centerline of said SW CR 2110 1840.44 feet to a 5/8" iron rod set at the southerly corner of the said Bounds tract and the easterly corner of the said Jackson tract;

**THENCE**, along the common line of the said Bounds tract and the said Jackson tract as follows: N 30° 00' 00" W, 1085.00 feet to a 14" Mesquite tree fence corner at an ell corner of the said Jackson and Bounds tracts, S 61° 56' 54" W, 1814.54 feet to a 5/8" iron rod set at the base of an old fence corner post at an ell corner of the said Jackson and Bounds tracts and N 28° 46' 52" W, 1812.05 feet to the POINT OF BEGINNING and CONTAINING 202.90 ACRES OF LAND MORE OR LESS.

**\*BASIS OF BEARINGS:** per Vol. 289, Pg. 383

647

362.89 ACRES OF LAND  
PART OF THE BROWN TRACT

NAVARRO COUNTY, TEXAS

FIELD NOTES

IN FORTY-SIXTY-ASIX  
S. ROSS SURVEY A-412  
A. ROLL AND SURVEY A-417

Being of that certain lot, tract or parcel of land bounded by the N. E. 1/4 Sec. 20, T. 35N, R. 12E, Survey A-412 and S. Ross Survey A-417 and being part of a certain 200 acre tract of land as described in Deed to The C. G. Brumby, recorded in Volume 200, Page 307 of the Public Records of Navarro County, Texas, 1944, and part of land being more particularly described as follows:

SECTION 1. - 5.87' less part of the westerly corner of the tract of the subdivision of the westerly part of Town to Brown Tract No. 1364 with the westerly line of the said Brown tract and of the westerly corner of a certain 200 acre tract of land as described in Deed to E. R. Jackson, recorded in Volume 241, Page 377 of the Public Records of Navarro County, Texas.

TRACT 1. - Along the westerly line of said T. 35N, R. 12E, on Section 20, 5.87' less part of the westerly corner of the said Brown tract to a point on the westerly line of the westerly corner of the said Brown tract and of the westerly corner of a certain 200 acre tract of land as described in Deed to E. R. Jackson, recorded in Volume 241, Page 377 of the Public Records of Navarro County, Texas.

TRACT 2. - Along the westerly line of said T. 35N, R. 12E, on Section 20, 5.87' less part of the westerly corner of the said Brown tract to a point on the westerly line of the westerly corner of the said Brown tract and of the westerly corner of a certain 200 acre tract of land as described in Deed to E. R. Jackson, recorded in Volume 241, Page 377 of the Public Records of Navarro County, Texas.

TRACT 3. - Along the westerly line of said T. 35N, R. 12E, on Section 20, 5.87' less part of the westerly corner of the said Brown tract to a point on the westerly line of the westerly corner of the said Brown tract and of the westerly corner of a certain 200 acre tract of land as described in Deed to E. R. Jackson, recorded in Volume 241, Page 377 of the Public Records of Navarro County, Texas.

TRACT 4. - Along the westerly line of said T. 35N, R. 12E, on Section 20, 5.87' less part of the westerly corner of the said Brown tract to a point on the westerly line of the westerly corner of the said Brown tract and of the westerly corner of a certain 200 acre tract of land as described in Deed to E. R. Jackson, recorded in Volume 241, Page 377 of the Public Records of Navarro County, Texas.

TRACT 5. - Along the westerly line of said T. 35N, R. 12E, on Section 20, 5.87' less part of the westerly corner of the said Brown tract to a point on the westerly line of the westerly corner of the said Brown tract and of the westerly corner of a certain 200 acre tract of land as described in Deed to E. R. Jackson, recorded in Volume 241, Page 377 of the Public Records of Navarro County, Texas.

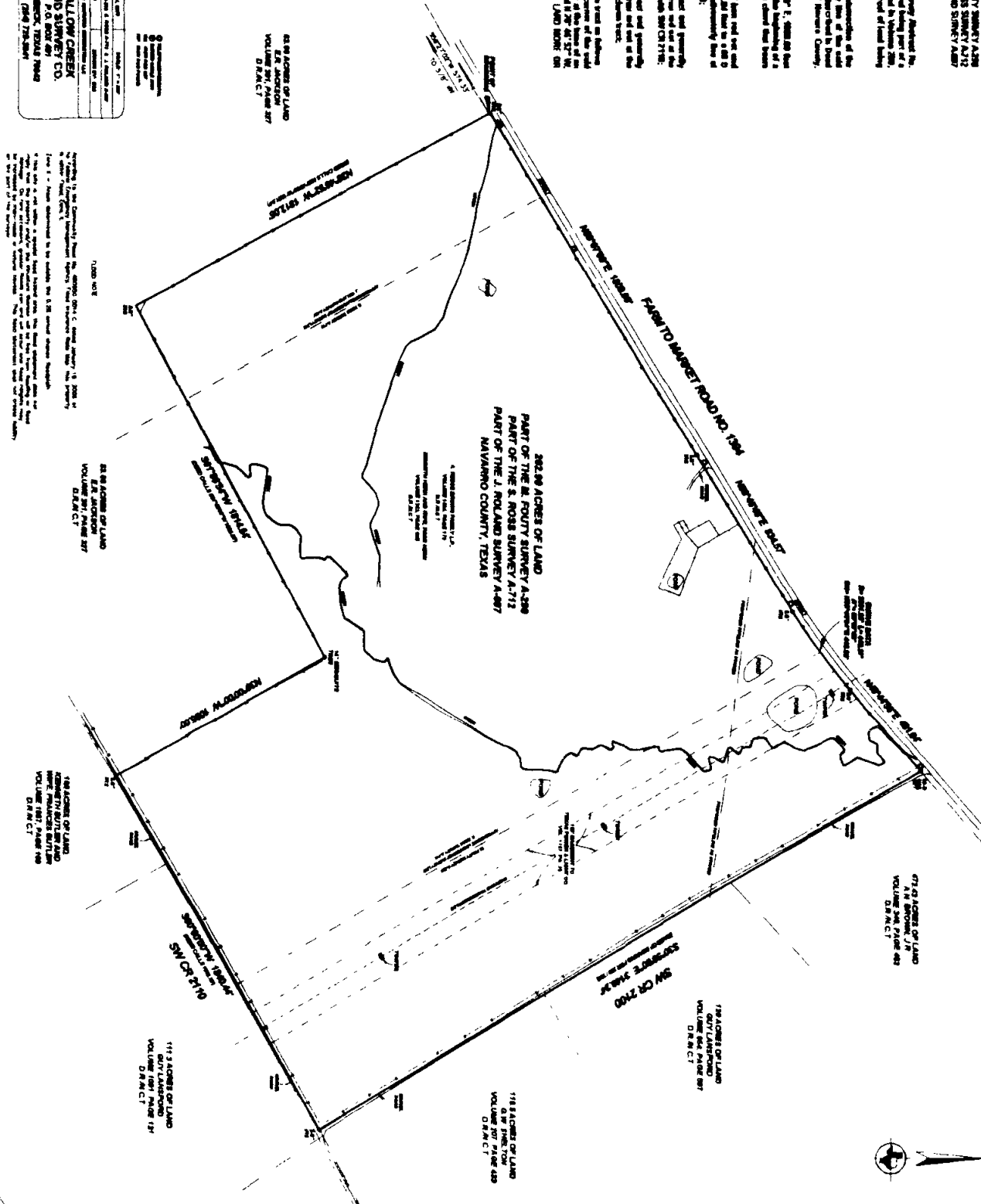
TRACT 6. - Along the westerly line of said T. 35N, R. 12E, on Section 20, 5.87' less part of the westerly corner of the said Brown tract to a point on the westerly line of the westerly corner of the said Brown tract and of the westerly corner of a certain 200 acre tract of land as described in Deed to E. R. Jackson, recorded in Volume 241, Page 377 of the Public Records of Navarro County, Texas.

TRACT 7. - Along the westerly line of said T. 35N, R. 12E, on Section 20, 5.87' less part of the westerly corner of the said Brown tract to a point on the westerly line of the westerly corner of the said Brown tract and of the westerly corner of a certain 200 acre tract of land as described in Deed to E. R. Jackson, recorded in Volume 241, Page 377 of the Public Records of Navarro County, Texas.

TRACT 8. - Along the westerly line of said T. 35N, R. 12E, on Section 20, 5.87' less part of the westerly corner of the said Brown tract to a point on the westerly line of the westerly corner of the said Brown tract and of the westerly corner of a certain 200 acre tract of land as described in Deed to E. R. Jackson, recorded in Volume 241, Page 377 of the Public Records of Navarro County, Texas.

TRACT 9. - Along the westerly line of said T. 35N, R. 12E, on Section 20, 5.87' less part of the westerly corner of the said Brown tract to a point on the westerly line of the westerly corner of the said Brown tract and of the westerly corner of a certain 200 acre tract of land as described in Deed to E. R. Jackson, recorded in Volume 241, Page 377 of the Public Records of Navarro County, Texas.

PLAT OF SURVEY



**SHALLOW CREEK LAND SURVEY CO.**  
**LAND SURVEY CO.**  
**ENGINEERING, SURVEYING**  
**1504 7TH STREET**

NAVARRO COUNTY, TEXAS

REGISTERED PROFESSIONAL SURVEYOR  
 No. 5880



1200.00 FT.

BEING THE S. 1/4 CORNER OF THE S. 2000' TRACT OF LAND, S. ROSS SURVEY A-412, PART OF THE A. ROLL AND SURVEY A-417, NAVARRO COUNTY, TEXAS, AS SHOWN BY THE PLAT OF SURVEY THEREOF, RECORDED IN VOLUME 200, PAGE 307 OF THE PUBLIC RECORDS OF NAVARRO COUNTY, TEXAS, 1944.

BEING THE S. 1/4 CORNER OF THE S. 2000' TRACT OF LAND, S. ROSS SURVEY A-412, PART OF THE A. ROLL AND SURVEY A-417, NAVARRO COUNTY, TEXAS, AS SHOWN BY THE PLAT OF SURVEY THEREOF, RECORDED IN VOLUME 200, PAGE 307 OF THE PUBLIC RECORDS OF NAVARRO COUNTY, TEXAS, 1944.

#13

648

FILED FOR RECORD  
AT 10:55 O'CLOCK a.m.

AUG 22 2011

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

### Indemnity Agreement

This Indemnity Agreement is between NAVARRO COUNTY, TEXAS (hereinafter "COUNTY") and BILL & ELLEN SCHWAB (hereinafter "SCHWABS") (the COUNTY and the SCHWABS shall be collectively referred to as the "Parties")

WHEREAS, the SCHWABS own 5 acres of property in a residential subdivision in Navarro County, Texas known as Grandview Ranchettes on Richland Chambers Lake (hereinafter "Ranchettes"). The SCHWAB'S property is filed on the Ranchettes plat recorded with the COUNTY at Volume 6, page 371 and at instrument #1637, Official Map and Plat Records of Navarro County, Texas.

WHEREAS, the COUNTY, through its Planning and Zoning Commission approves and accepts plats for residential subdivisions as well as amendments to such plats.

WHEREAS, the SCHWABS now request the Planning & Zoning Commission and the County to replat their property in the Ranchettes with a 0.723 acre tract of land adjacent to their property. The 0.723 acre tract of land is not included in any filed subdivision with the COUNTY.

WHEREAS, the Parties wish to enter into this Indemnity Agreement so that the COUNTY will approve the replat of the SCHWAB'S property described above and the SCHWABS may begin work on their newly replatted property totaling 5.723 acres.

NOW THEREFORE, in consideration of the statements herein and promises contained herein, the receipt of which are hereby acknowledged and accepted as valuable, BILL & ELLEN SCHWAB hereby agrees to **INDEMNIFY, DEFEND** and **HOLD HARMLESS** NAVARRO COUNTY, TEXAS and its Planning and Zoning Commission from any and against all liability, claims, demands, suits, losses, expenses and attorney's fees resulting from any claims, demands, suits or losses from claims (which shall include, but not be limited to, any inverse condemnation complaints or suits) made against the Planning & Zoning Commission, or its members, or the County, and its agents, employees or representatives relating to or arising out of replatting Bill and Ellen Schwab's property in the Ranchettes with the aforementioned 0.723 acre tract of land.

This is the entire agreement between the Parties in connection with the matters set forth herein, and the Parties acknowledge they have not relied upon any prior or contemporaneous written or oral statements not contained in the Agreement.

This agreement is to be construed in accordance with the laws of the State of Texas and the signatories agree that it is performable in Navarro County, Texas.

649

FILED FOR RECORD  
AT 10:55 O'CLOCK 2 M.

AUG 22 2011

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

AGREED and ACCEPTED this 22 day of August, 2011.

NAVARRO COUNTY, TEXAS

[Signature: Sherry Dowd]  
Attest by Sherry Dowd County Clerk

[Signature]

Bill & Ellen Schwab

By: [Signature: Bill & Ellen Schwab]  
Bill & Ellen Schwab



#14

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NAVARRO Co. copy

Page 11 date error  
needs to be changed.

**INTERLOCAL AGREEMENT BETWEEN THE  
NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS AND  
NAVARRO COUNTY  
FOR 9-1-1 SERVICE, EQUIPMENT, ADDRESSING AND DATABASE  
MAINTENANCE**

Article 1: Parties & Purpose

- 1.31 The North Central Texas Council of Governments (hereafter NCTCOG) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code. NCTCOG has developed a Strategic Plan (Plan) to establish and maintain 9-1-1 emergency telephone service in State Planning Region 4, and the Commission on State Emergency Communications (CSEC) has approved its current Plan.
- 1.32 Navarro County is a local government that operates one or more Public Service Answering Points (PSAPs) that assist in implementing the Plan as authorized by Chapter 771 of the Health and Safety Code.
- 1.33 Navarro County (hereafter Local Government) is a local government that is authorized to perform addressing activities under the County Road and Bridge Act.
- 1.34 The local government is required to perform database maintenance activities as mandated in CSEC Rule 251.9.
- 1.35 This contract is entered into between NCTCOG and Local Government under Chapter 791 of the Government Code so that Local Government can participate in the enhanced 9-1-1 emergency telephone system in the region and perform database maintenance activities.
- 1.36 The Commission on State Emergency Communications (CSEC or Commission), as authorized by the Health & Safety Code, Chapter 771, is the oversight and funding authority for regional councils implementing 9-1-1 and addressing/addressing maintenance services through local governments.

Article 2: Stipulations

As required by the Contract for 9-1-1 Services executed between NCTCOG and the CSEC, NCTCOG shall execute interlocal agreements between itself and its member local governments relating to the planning, development, operation, and provision of 9-1-1 services, the use of 9-1-1 funds and adherence to applicable law and the Commission on State Emergency Communications rules. At a minimum, the parties to this agreement agree:

- 2.1 To comply with applicable provisions of the State of Texas Uniform Grant Management Standards (UGMS);
- 2.2 That NCTCOG and/or the Commission may withhold, decrease, or seek the return of or reimbursement of 9-1-1 funds in the event that those 9-1-1 funds were used in noncompliance with applicable law and/or CSEC Rules;
- 2.3 That Local Government shall return or reimburse NCTCOG and/or the Commission, as applicable, any 9-1-1 funds used in noncompliance with applicable law and/or CSEC Rules;
- 2.4 That such return or reimbursement of 9-1-1 funds to NCTCOG and/or the Commission, as applicable, shall be made by the Local Government within 60 days after demand by



- NCTCOG or Commission, unless an alternative repayment plan is approved by NCTCOG and then submitted to the Commission for approval;
- 2.5 To comply with the Uniform Grant Management Standards (UGMS), applicable law and/or CSEC Rules, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 funds; in connection with the provisions of 9-1-1 service (9-1-1 equipment);
  - 2.6 To maintain a current inventory of all 9-1-1 equipment consistent with Uniform Grant Management Standards (UGMS), applicable law and/or CSEC Rules;
  - 2.7 To reimburse NCTCOG and/or Commission for damage to 9-1-1 equipment caused by intentional misconduct, abuse, misuse or negligence by PSAP employees or other persons; or acts of nature or war, though this provision shall not include ordinary wear and tear or ordinary day to day use of equipment;
  - 2.8 That NCTCOG and Local Government shall maintain accurate fiscal records and supporting documentation of all 9-1-1 funds distributed to such Local Government and all 9-1-1 funds spent by such Local Government for 9-1-1 service, with specific detail for 9-1-1 funds received or spent relating to database maintenance activities, and consistent with Uniform Grant Management Standards (UGMS), applicable law and/or CSEC Rules, and as approved in NCTCOG's current strategic plan;
  - 2.9 That the Commission or its duly authorized representative and NCTCOG shall have access to and the right to examine all books, accounts, records, files, and/or other papers, or property pertaining to the 9-1-1 service, belonging to or in use by the Local Government or by any other entity that has performed or will perform database maintenance activities;
  - 2.10 To recognize that the Commission reserves the right to perform on-site monitoring of NCTCOG and/or its performing Local Government for compliance with applicable law, and NCTCOG and Local Government agree to cooperate fully with such on-site monitoring;
  - 2.11 To provide a commitment by the Local Government to continue addressing, database maintenance activities and meet the NCTCOG GIS requirements in accordance with the approved Plan (including any approved amendments) as a condition of the receipt of 9-1-1 funds as prescribed by NCTCOG's Strategic Plan.

Article 3: Program Deliverables – 9-1-1 & Database Maintenance/GIS Equipment & Data

Local Government agrees to comply with all applicable law, CSEC Rules and NCTCOG policies, as they pertain to the 9-1-1 Program administered by NCTCOG, in providing the following deliverables to this contract. To the extent that NCTCOG policies are not consistent with applicable law, the applicable law prevails.

Ownership, Transference & Disposition

- 3.1 NCTCOG shall establish ownership of all 9-1-1 and ancillary equipment procured with 9-1-1 funds as defined herein, and located within the Local Government's jurisdiction. NCTCOG may maintain ownership, or it may transfer ownership to the Local Government. Before any such transfer of ownership, NCTCOG will evaluate the adequacy of controls of Local Government to ensure that sufficient controls and security exist by which to protect and safeguard the equipment procured with 9-1-1 funds for the purpose of delivery of 9-1-1 calls. It is understood that the ancillary equipment identified in paragraph 3.2c below, may or may not be procured by NCTCOG on behalf of Local Government, according to NCTCOG's Strategic 9-1-1 Plan.

3.2 The basic equipment categories are:

- p. 9-1-1 Equipment
  - xi. Customer Premise Equipment (CPE) – telephone equipment located at the PSAPs which may include telephones, integrated workstations, servers, ANI controllers, software, monitors, gateways, routers and any other equipment necessary for 9-1-1 call delivery to the PSAP;
  - xii. Telecommunications Device for the Deaf (TDD)/Teletypewriter (TTY)
- q. Database Maintenance/GIS Equipment
  - xxxi. Computers – hardware and software
  - xxxii. Digitizers, Printers and Plotters
  - xxxiii. Road Sign Machines and Materials
  - xxxiv. GPS Receivers and software
  - xxxv. Distance Measuring Devices (DMD)
  - xxxvi. GIS Workstations and software
- r. Ancillary Equipment
  - xi. Uninterruptible Power Supply (UPS)
  - xii. Recorders

3.3 Transfer-of-ownership documents shall be prepared by NCTCOG and signed by both parties upon transference of ownership of any ancillary or database maintenance equipment, in accordance with UGMS and the State Comptroller of Public Accounts. NCTCOG shall maintain ownership of 9-1-1 Customer Premise Equipment (CPE).

3.4 The local government shall provide adequate insurance policies on such equipment to provide for the replacement of the equipment in cases of losses due to anything other than daily use and normal wear and tear. The local government shall provide written proof of this insurance to NCTCOG annually.

3.5 Local Government is responsible for notifying NCTCOG upon disposition of equipment due to obsolescence, failure, or other planned replacement, transfer documents. Capital Recovery Asset Disposal Notices (as required by CSEC Rule 251.5) shall be prepared by NCTCOG in accordance with UGMS and the State Comptroller of Public Accounts.

Inventory

3.6 NCTCOG shall maintain property records, reconciled to the Local Government’s general ledger account at least once per year, in accordance with CSEC Rule 251.5, *Guidelines for 9-1-1 Equipment Management, Disposition and Capital Recovery*, UGMS, and the State Property Accounting Policy and Procedures Manual.

3.7 The owner of the ancillary and database maintenance/GIS equipment, or the party to whom responsibility is assigned, shall cooperate with NCTCOG to provide inventory information for the Annual Certification of 9-1-1 Program Assets, as required by CSEC Rules 251.5, *Guidelines for 9-1-1 Equipment Management, Disposition and Capital Recovery*.

3.8 A physical inventory shall be conducted annually by NCTCOG.

3.9 Any lost or stolen equipment shall be reported to NCTCOG as soon as possible, and shall be duly investigated by Local Government and NCTCOG immediately.

### Security

- 3.10 Local Government will comply with Criminal Justice Information Services (CJIS) Security Policy Version 5.0 dated 02/09/11 (CJISD-ITS-DOC-08140-5.0) as a minimum security mandate for Customer Premise Equipment/Integrated or Workstations. A signed copy of the agreement must be available for inspection at all times
- 3.11 Local Government will protect the CPE, ancillary and database Maintenance/GIS equipment by implementing measures that secure the premises (including equipment room) of its PSAPs or addressing office against unauthorized entrance or use.
- 3.12 Local Government will operate within local standard procedures and take appropriate security measures as may be necessary to ensure that non-CSEC approved third-party software applications cannot be integrated into the PSAP(s)' Customer Premise Equipment/Integrated or Workstations as outlined in CSEC Rule 251.7, *Guidelines for Implementing Integrated Services*.
- 3.13 Local Government shall not attach nor integrate any hardware device or software application without prior written approval of NCTCOG. Further, no unauthorized person shall configure, manipulate, or modify any hardware device or software application. Such authority can only be granted by NCTCOG.
- 3.14 Local Government will adhere to Health & Safety Code, Section 771.061, Confidentiality of Information, in maintaining all 9-1-1 Addressing databases.
- 3.15 Local Government mandates each person who is authorized to receive, store, process, and/or transmit Customer Premise Information must have a unique identification login and be logged into such equipment identifying their legitimacy for use.
- 3.16 Local Governments shall insure that no personnel access the USB ports on the CPE equipment.

### Maintenance

- 3.17 NCTCOG shall practice preventive maintenance on all NCTCOG owned or leased CPE, database maintenance and ancillary equipment, software, and databases, including, at a minimum, backing up data as necessary. NCTCOG shall also be responsible for any maintenance costs on the before mentioned equipment.
- 3.18 Local Government will maintain 9-1-1 equipment and areas by ensuring cleanliness.
- 3.19 Local Government shall notify NCTCOG Field Specialist when there is any scheduled maintenance on commercial power backup generator, at least 48 hours prior to work being done.
- 3.20 Local Government shall immediately notify NCTCOG Field Specialist of any power or generator outages. If the outage affects the 9-1-1 system, trouble reporting procedures should be followed.
- 3.21 For Local Governments that have administrative telephone system integration with NCTCOG 9-1-1 equipment, NCTCOG requires a contingency plan identifying their back-up solution for the administrative telephone system. If a contingency plan is not provided to NCTCOG within 30 days of contract execution, NCTCOG reserves the right to remove the administrative phone lines from the 9-1-1 equipment.
- 3.22 Local Government shall notify the NCTCOG Technical Team by calling 888-311-3911. In addition, the Local Government may utilize one of the following methods:
  1. via email to [support@nct911.org](mailto:support@nct911.org)
  2. via the Trouble Ticket System (accessed by using the icon on the toolbar)
  3. <http://tracker.nctcog.org/scc>

### Supplies

- 3.23 Local Government will purchase supplies necessary for the continuous operation of its 9-1-1 CPE, and Ancillary equipment (i.e. printer supplies and paper).

### Training

Local Government shall:

- 3.24 Provide telecommunicators access to emergency communications equipment training as approved in NCTCOG's Strategic Plan, or as determined by the Local Government.
- 3.25 These telecommunicators shall be scheduled for their 9-1-1 equipment training within 120 days of their hire date. If Local Government chooses to train its own personnel, Local Government shall provide a copy of the agencies approved Learning Objectives and Lesson Plan (that meets or exceed standards) to NCTCOG 9-1-1 and document in writing that the Local Government will take the responsibility of training their employees on the 9-1-1 equipment prior to using the equipment funded by 9-1-1 fees.
- 3.26 Ensure that 9-1-1 telecommunicators meet minimum training best practices developed by CSEC and posted on their website.
- 3.27 Ensure that the 9-1-1 telecommunicators receive TDD/TTY training every six months as mandated by the Department of Justice. This can be achieved by completing the on-line TTY refresher modules within 45 days of issuance, or attend the 4 hour TDD/TTY course at NCTCOG, or Local Government hosted training.
- 3.28 Ensure that 9-1-1 PSAP Supervisory personnel or designee attend quarterly training/meetings offered at NCTCOG to keep the PSAP updated on current events. A minimum of two meetings per year are required for each PSAP.
- 3.29 Ensure that all telecommunicators have access to the NCTCOG 9-1-1 Training Website and abide by TCLEOSE mandated rules and regulations for telecommunicator requirements.
- 3.30 Ensure that all telecommunicator attend a 9-1-1 equipment and technology refresher course every 2 years.

### Facilities

- 3.31 Local Government shall meet minimum requirement for back room requirements. Must comply with specifications from NCTCOG (See Attachment D). Any expenses associated with this requirement are the responsibility of the PSAP.
- 3.32 Local Government's equipment room and 9-1-1 communications area must maintain a temperature of 65-80 degrees Fahrenheit.
- 3.33 Local Government's 9-1-1 equipment room and communications area shall be in compliance with the American with Disability Act of 1990.
- 3.34 Local Government shall provide current access or security policies to NCTCOG.
- 3.35 NCTCOG staff and contracted vendors shall have access to the 9-1-1 equipment room and communications area on a 24 X 7 X 365 basis without prior notice.

## Operations

### Local Government shall:

- 3.36 Designate PSAP Supervisory personnel or designee and provide related contact information (to include after hour contact information) as a single point of contact for NCTCOG.
- 3.37 Coordinate with NCTCOG in the planning for, implementation and operation of all 9-1-1 equipment.
- 3.38 Monitor the 9-1-1 equipment and report any failures or maintenance issues immediately to the NCTCOG Technical Team through appropriate trouble reporting procedure.
- 3.39 Test all 9-1-1 and ancillary equipment for proper operation and user familiarity at least once per month.
- 3.40 Test alternate routing switch(es) once a month and so note on the log. If there is a problem, Local Government shall notify the NCTCOG Technical Team. If the problem is not resolved within 24 hours, the PSAP shall notify NCTCOG's PSAP Field Specialist.
- 3.41 Test all 9-1-1 TDD/TTYs for proper operation and to maintain user familiarity at least once per month.
- 3.42 Log all TDD/TTY calls, and fax copies to NCTCOG by the first of each month. If logs are not received by the 10<sup>th</sup> day of the month, documentation requesting the logs will be sent to the Chief /Sheriff. Copies shall also be made available upon request by NCTCOG and Department of Justice.
- 3.43 Limit access to all 9-1-1 equipment and related data only to authorized personnel.
- 3.44 Make no changes to 9-1-1 equipment, software, or programs without prior written consent from NCTCOG.
- 3.45 Make no changes or modifications to any configuration, software, or hardware provided by NCTCOG other than adding the agents and editing the auto-dial feature.
- 3.46 Provide a safe and healthy environment for all 9-1-1 telecommunicators, which enhances proper use and maintenance of 9-1-1 equipment.
- 3.47 Provide upon request any testing documentation or applicable paperwork required by CSEC and NCTCOG within 24 hours.
- 3.48 The PSAP shall keep at least one 10-digit emergency telephone number that is not part of an automated system to be used for 9-1-1 transfer calls and default routing. These numbers shall be answered by a live person 24 hours a day, 7 days a week and should have the ability to be call forwarded. Any change in this 10-digit emergency number shall be reported to NCTCOG in writing.
- 3.49 When the verification process produces incorrect ANI/ALI information, the telecommunicator shall make the correction immediately or after the call has been released. If the call has been released, the data will remain for approximately ten minutes or until the next call is received. However, the ALI can be retrieved by going to the released calls in the list module. At which time it is possible to manually fill out the discrepancy form and fax to NCTCOG.
- 3.50 Incomplete ANI/ALI Problem Call Reports returned to PSAP shall be completed and faxed back to NCTCOG within 72 hours.
- 3.51 Test calls to clear ANI/ALI Problem Call Reports shall be made by PSAP within 24 hours. *Problems shall be reported on a new ANI/ALI Problem Call Report and faxed to NCTCOG.*

- 3.52 Medical providers and other agencies that require frequent transfers during 9-1-1 calls must have and utilize a toll free transfer number.
- 3.53 Notification of change in medical, law enforcement or fire responders shall be made in writing to NCTCOG at least 45 days prior to change.
- 3.54 Submit a signed Manual ALI Query form to NCTCOG annually and agree to use ALI lookup feature only in the handling and processing of an emergency telephone call.
- 3.55 Each PSAP shall submit an emergency plan for 9-1-1 communications. This plan shall be accessible to NCTCOG staff upon request.
- 3.56 The PSAP shall have documented procedures for the transfer of administration lines where call center evacuation is required.
- 3.57 Comply with NCTCOG policy and procedures for PSAP moves/changes posted the NCTCOG Website.
- 3.58 PSAP Agency should have adequate personnel trained and available to operate the generator when needed.
- 3.59 PSAP Agency shall be able to engage NCTCOG owned UPS bypass switch, where applicable.
- 3.60 PSAP Agency shall test generator at least monthly to insure that all NCTCOG equipment remains functional. All tests shall be reported monthly to the PSAP Operations Specialist
- 3.61 All telecommunicators shall re-transmit all wireless calls to receive most accurate caller location.

#### Performance Monitoring

- 3.62 Local Government agrees to fully cooperate with all reasonable monitoring requests from NCTCOG and/or Commission for the purposes of assessing and evaluating Local Government's performance of the deliverables specified in this contract, and as outlined in Program Deliverables noted above.

#### Article 4: Procurement

- 4.1 NCTCOG may purchase, lease, or otherwise procure, on Local Government's behalf the 9-1-1 and/or database maintenance/GIS equipment, software, services, and other items described in the current Strategic Plan.
- 4.2 NCTCOG and the Local Government agree to use competitive procurement practices and procedures similar to those required by state law for cities or counties, as well as CSEC Rule 251.8, *Guidelines for the Procurement of Equipment and Services with 9-1-1 Funds*.

#### Article 5: Database Maintenance/GIS

All counties provide NCTCOG with database maintenance services, the Local County Government agrees to abide by all conditions of this contract, with the addition of the following stipulations:

- 5.11 Signature of this agreement serves as a commitment to NCTCOG to continue addressing, database maintenance, and GIS activities in accordance with the approved strategic plan as a condition of the receipt of 9-1-1 funds as prescribed by NCTCOG's Strategic Plan.
- 5.12 Meet the GIS requirements (attachment) set forth by NCTCOG in order to receive reimbursement. These requirements may be revised annually. If the Local Government

cannot meet these requirements, the planned funds shall be used by NCTCOG to procure those services for said local government.

- 5.3 County Addressing Offices must coordinate GIS information from every city in their county to achieve and maintain one clean and consistent county map.
- 5.4 Provide NCTCOG with budgets, quarterly reports of finance as mandated in CSEC Rule 251.9.

#### Database Maintenance/GIS Deliverables

Local Government agrees to provide and maintain database maintenance functions in return for funding through NCTCOG and CSEC, within the guidelines of the Strategic Plan, as funds become available, and with approval of CSEC. At a minimum, Local Government agrees to:

- 5.5 Select a 9-1-1 Database Maintenance Coordinator to serve as a single point of contact for NCTCOG.
- 5.6 Coordinate addressing activities within the Local Government's jurisdiction.
- 5.7 Assign street addresses and ranges, name streets and resolve addressing conflicts and problems.
- 5.8 Provide a physical address to any citizen requesting same as long as doing so complies with local policies/procedures/ordinances.
- 5.9 Establish efficient procedures for updating and maintaining all addressing data through review and revisions due to changes in Local Government ordinances and/or subdivision regulations.
- 5.10 Verify and certify all 9-1-1 ALI database information for accuracy as requested by the current statewide database provider within five working days.
- 5.11 Provide NCTCOG MSAG changes, inserts or deletes via a web-based product maintained by the current database provider.
- 5.12 Maintain addressing/database equipment and data as prescribed in Article 3, Program Deliverables – 9-1-1 & Addressing Equipment & Data (above).
- 5.13 Adhere to Health & Safety Code, Section 771.061, Confidentiality of Information, in maintaining 9-1-1 and Addressing databases (Article 3.12 above).
- 5.14 Adhere to proper procurement procedures as referenced in Article 4 (above).
- 5.15 Request reimbursement for expenditures from Commission on State Emergency Communications on a quarterly basis in conformance with Commission on State Emergency Communications Rule 251.9 and local database maintenance budget within the approved strategic plan.
- 5.16 Cooperate with all monitoring requests from NCTCOG and/or Commission for the purposes of assessing and evaluating Local Government's performance of the database maintenance deliverables specified in this contract, and as outlined in Performance Measures attached.
- 5.17 Maintain Inventory of equipment purchased with 9-1-1 funds.
- 5.18 Process and return requests for information (i.e. B-forms, error reports) from NCTCOG within three business days.
- 5.19 Protect the confidentiality of addressing databases and of information furnished by telecommunications providers, and notify NCTCOG in writing within two business days of the receipt of a request for addressing databases or information made under the Texas Public Information Act.
- 5.20 Notify NCTCOG in writing at least 30 days prior to a 9-1-1 Office move.
- 5.21 Must meet NCTCOG's current GIS requirements, which are under review and subject to change.

Article 6: Financial

As authorized in Chapter 771 of the Texas Health & Safety Code, Sections 771.055, 771.056, 771.071, 771.072 and 771.075:

- 6.1 NCTCOG shall develop a plan to meet Local Government needs for the establishment and operation of 9-1-1 service throughout the region served, according to standards established and approved by the CSEC.
- 6.2 The provisioning of 9-1-1 service throughout the region shall be funded by emergency service fees and/or equalization surcharge, based upon state appropriations.
- 6.3 Allowable and disallowed expenditures shall be determined by the appropriations, rules, policies and procedures as established by the CSEC, and as provided for the Local Government in NCTCOG's approved Strategic Plan.
- 6.4 If applicable, NCTCOG will reimburse Local Government for allowable database maintenance costs established in the Strategic Plan approved by CSEC.

Article 7: Records

- 7.1 Local Government agrees to maintain financial, and any other 9-1-1 documentation adequate to document its performance, costs, and receipts under this contract. Local Government agrees to maintain these records for the current fiscal year and the previous two (2) fiscal years. Local government may request in writing to maintain these records electronically, if that technology is in place.
- 7.2 For the purpose of reimbursement, Local Government shall maintain sufficient records detailing the significant history of procurement, including the rationale for the method of procurement, the selection of contract type, the contractor selection or rejection, and the basis for the contract price. Local Government agrees to maintain these records for the current fiscal year and the previous two (2) fiscal years.
- 7.3 Local Government agrees to preserve the records for three years after receiving final payment under this contract. If an audit of or information in the records is disputed or the subject of litigation, Local Government agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the expiration or early termination of this contract;
- 7.4 NCTCOG and/or Commission are entitled to inspect and copy, during normal business hours at Local Government's offices, the records maintained under this contract for as long as they are preserved. NCTCOG is also entitled to visit Local Government's offices, talk to its personnel, and audit its applicable 9-1-1 records, all during normal business hours, to assist in evaluating its performance under this contract;
- 7.5 The Commission and the Texas State Auditor have the same inspection, copying, and visitation rights as NCTCOG.
- 7.6 In terms of 9-1-1 records, excluding financial, Local Government shall comply with their own retention schedule, as per state statute.



Article 8: Nondiscrimination and Equal Opportunity

- 8.1 Local Government shall not exclude anyone from participating under this contract, deny anyone benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, sex, age, disability, handicap, or national origin.

Article 9: Dispute Resolution

- 9.1 The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with paragraphs 10.1 – 10.4, until they have exhausted the procedures set out in these paragraphs.
- 9.2 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.
- 9.3 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to a mutually designated legal mediator. Each party shall pay half the cost of the mediation services.
- 9.4 The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

Article 10: Suspension for Unavailability of Funds

- 10.1 Local Government acknowledges that NCTCOG's sole source of funding for this contract is the 9-1-1 fees collected by service providers and received by the state Comptroller's Office. If fees sufficient to pay Local Government under this contract are not paid to NCTCOG, or if the CSEC does not authorize NCTCOG to use the fees to pay Local Government, NCTCOG may suspend payment to monthly bills for 9-1-1 equipment by giving Local Government notice of the suspension. The suspension is effective 10 calendar days after Local Government's receipt of the notice. Upon suspension of payment, Local Government's obligations under this contract are also suspended until NCTCOG resumes payment.

Article 11: Notice to Parties

- 11.1 Notice under this contract must be in writing and received by the party, or his/her representative or replacement, to whom the notice is addressed. Notice is received by a party: (1) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in paragraph 11.2 and signed on behalf of the party; or (3) three business days after its deposit in the United States Mail, with first-class postage affixed, addressed to the party's address specified in paragraph 11.3.
- 11.2 NCTCOG's address is: P. O. Box 5888, Arlington, TX 76005-5888,  
Attention: Executive Director.

- 11.3 Local Government's address is:  
 Navarro County Courthouse  
 300 West 3rd Ave, Suite 101  
 Corsicana, TX 75110  
 Attention: Judge H.M. Davenport
- 11.4 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

Article 12: Effective Date and Term of Contract

- 12.1 This contract takes effect on September 1, 2011 on behalf of NCTCOG and Local Government, and it ends on August 31, 2013. Should for any reason Local Government withdraws from the E9-1-1 Service system prior to the end of the full term of this contract, in addition to all other remedies available to NCTCOG under state law and this contract, NCTCOG may seek a return of all 9-1-1 equipment purchased with 9-1-1 funds in the possession of Local Government. In the event of such withdrawal, both parties agree to work in good faith to establish a fair and equitable transition plan so as to assure continued emergency services to the citizens of Local Government.

Article 13: Miscellaneous

- 13.1 Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.
- 13.2 This contract states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.
- 13.3 Rules, Program Policy Statements, and Best Practices of CSEC as well as Chapter 771, Health and Safety Code, State Administration of Emergency Communications can be found on the CSEC website: <http://www.911.state.tx.us>. If unable to access, please contact NCTCOG 9-1-1 Program Offices for copies.
- 13.4 The following Attachments are part of this contract:
- Contract for 9-1-1 Services Between NCTCOG and CSEC (Attachment A)
  - Manual ALI Query Request (Attachment B)
  - NCTCOG Equipment Room Site Requirement (Attachment C)
  - NCTCOG Host Agreement (Attachment D) where applicable
  - NCTCOG Move, Add or Change Procedure (Posted on NCTCOG.ORG)
  - NCTCOG GIS Requirements

This contract is binding on, and to the benefit of, the parties' successors in interest.

- 11.3 Local Government's address is:  
 Navarro County Courthouse  
 300 West 3rd Ave, Suite 101  
 Corsicana, TX 75110  
 Attention: Judge H.M. Davenport
- 11.4 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

Article 12: Effective Date and Term of Contract

*Reason to replace this page*

12.1 This contract takes effect on September 1, 2010 on behalf of NCTCOG and Local Government, and it ends on August 31, 2011. Should for any reason Local Government withdraws from the E9-1-1 Service system prior to the end of the full term of this contract, in addition to all other remedies available to NCTCOG under state law and this contract, NCTCOG may seek a return of all 9-1-1 equipment purchased with 9-1-1 funds in the possession of Local Government. In the event of such withdrawal, both parties agree to work in good faith to establish a fair and equitable transition plan so as to assure continued emergency services to the citizens of Local Government.

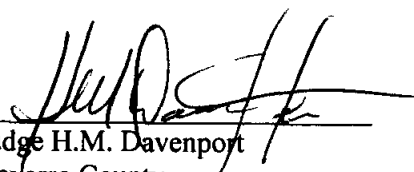
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- 13.3 Rules, Program Policy Statements, and Best Practices of CSEC as well as Chapter 771, Health and Safety Code, State Administration of Emergency Communications can be found on the CSEC website: <http://www.911.state.tx.us>. If unable to access, please contact NCTCOG 9-1-1 Program Offices for copies.
- 13.4 The following Attachments are part of this contract:  
  - Contract for 9-1-1 Services Between NCTCOG and CSEC (Attachment A)
  - Manual ALI Query Request (Attachment B)
  - NCTCOG Equipment Room Site Requirement (Attachment C)
  - NCTCOG Host Agreement (Attachment D) where applicable
  - NCTCOG Move, Add or Change Procedure (Posted on NCTCOG.ORG)
  - NCTCOG GIS Requirements

This contract is binding on, and to the benefit of, the parties' successors in interest.

13.5 This contract is executed in duplicate originals.

NAVARRO COUNTY

  
\_\_\_\_\_  
Judge H.M. Davenport  
Navarro County

NORTH CENTRAL TEXAS COUNCIL OF  
GOVERNMENTS

  
\_\_\_\_\_  
Mike Eastland  
Executive Director

August 22, 2011  
Date

\_\_\_\_\_  
Date

**Attachment A**  
**Contract for Services between the**  
**Commission on State Emergency Commission (CSEC) and**  
**North Central Texas Council of Governments (NCTCOG)**  
**And Addendum**

## **Contract for 9-1-1 Service**

### **Article 1. Parties and Purposes**

- 1.1 The Texas Commission on State Emergency Communications ("Commission") is charged by law with the responsibility to oversee the provision of 9-1-1 emergency services throughout the state, and North Central Texas Council of Governments ("RPC") is charged with the responsibility to provide these services in its region. Providing these services requires a partnership among and cooperative efforts by the Commission, the RPC, and the local governments represented on the RPC's governing body.
- 1.2 The Commission and the RPC enter into this Contract for 9-1-1 Service ("Contract") to clarify and better define the rights and duties of each in carrying out their individual and collective responsibilities under the law.

### **Article 2. Compliance with Applicable Law**

- 2.1 The RPC shall comply with all applicable federal and state laws ("applicable law") in carrying out its strategic plan that has been approved by the Commission.
- 2.2 Applicable law includes, but is not limited to, Health and Safety Code Chapter 771; Commission Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act; Texas Government Code (including Uniform Grant and Contract Management Standards [UGMS]), Chapter 783 and Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Texas Administrative Code; Preservation and Management of Local Government Records Act, Chapter 441, Subchapter J; and Resolution of Certain Contract Claims Against the State, Chapter 2260); Texas Local Government Code (including Regional Planning Commissions Act, Chapter 391).
- 2.3 The Commission may adopt new policies, procedures and rules and amend its existing policies, procedures and rules subject to applicable law. Any new or amended policy or procedure (other than an adopted rule) shall be enforceable against the RPC 30 days following the date of its adoption, unless the Commission finds and declares that an emergency exists which requires that such policy or procedure be enforceable immediately against the RPC. The Commission shall provide the RPC written notice of all new or amended policies, procedures and interpretations of Commission rules within a reasonable time after same are adopted by the Commission.
- 2.4 The RPC shall repay any allocated and distributed equalization surcharge and 9-1-1 service fees (collectively, "9-1-1 funds") expended by the RPC in noncompliance with applicable law. Such reimbursement shall be made in accordance with established Commission policies and procedures. The RPC shall

advise the Commission in writing of its efforts to recover 9-1-1 funds in accordance with Article 4.1 herein.

- 2.5 In accordance with Health and Safety Code Section 771.078(c)(6), the Commission may withhold disbursement of funds to the RPC for failing to follow a standard imposed by this Contract, a Commission rule and/or policy, or a statute.
- 2.6 The RPC shall maintain, at a minimum, a separate investment account for all 9-1-1 funds received. The RPC shall utilize an accounting system that complies with applicable law, including specifically the requirements in UGMS, Subpart C - Post Award Requirements, Section .20 - Standards for Financial Management Systems - which requires recipients of state funds to maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or sub grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

### **Article 3. Monitoring Compliance**

- 3.1 The RPC recognizes that the Commission reserves the right to perform monitoring of the RPC and/or its performing local governments or Public Safety Answering Points (PSAPs) for compliance with applicable law, and the RPC agrees to cooperate fully with such monitoring.
- 3.2 The RPC recognizes that the Commission reserves the right to monitor RPC financial procedures and validate financial reimbursement requests for compliance with applicable law, accuracy, completeness, and appropriateness, prior to the Commission distributing allocated 9-1-1 funds.

### **Article 4. Standard Interlocal Agreement with Local Governments**

- 4.1 The RPC shall use interlocal agreements between itself and its local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of 9-1-1 funds and adherence to applicable law. These agreements must, at a minimum, provide for compliance with applicable law by including provisions that:
  - (a) the RPC will provide 9-1-1 funds to the local governments on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the local governments are complete, accurate, and appropriate;
  - (b) the RPC may withhold, decrease, or seek reimbursement of 9-1-1 funds in the event that those 9-1-1 funds were used in noncompliance with applicable law;
  - (c) the local governments shall reimburse the RPC and/or the Commission, as applicable, any 9-1-1 funds used in noncompliance with applicable law;

- (d) reimbursement of 9-1-1 funds under subsection (c) shall be made by the local government within 60 days after demand by the RPC, unless an alternative repayment plan is approved by the RPC and the Commission;
- (e) address the RPC's ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 funds in connection with providing 9-1-1 service ("9-1-1 equipment");
- (f) require the RPC to maintain a current inventory of all 9-1-1 equipment;
- (g) require a control system to be developed by the local government to ensure adequate safeguards to prevent loss, damage, or theft of 9-1-1 equipment;
- (h) require reimbursement to the RPC and/or the Commission for damage to 9-1-1 equipment; other than ordinary wear and tear;
- (i) the local governments will maintain adequate fiscal records and supporting documentation of all 9-1-1 funds reimbursed to such local governments for 9-1-1 service consistent with applicable law and generally accepted accounting principles, and as approved in the RPC's current approved Strategic Plan;
- (j) the Commission or its duly authorized representative shall have access to and the right to examine all books, accounts, records, files, and/or other papers, or property pertaining to the 9-1-1 service, belonging to or in use by the local government, the PSAP, or by any other entity that has performed or will perform activities related to the agreements;
- (k) the local government will provide 9-1-1 service as a condition of the receipt of 9-1-1 funds as prescribed by the RPC strategic plan; and
- (l) funding of 9-1-1 service is contingent on appropriations made to the Commission by the Texas Legislature, and if 9-1-1 funds are not made available to the RPC by the Commission or if legally available 9-1-1 funds are exhausted, then the RPC will not be obligated to provide the reimbursements contemplated by this Contract.

**Article 5. Competitive Procurement and Contract Administration**

5.1 The RPC shall use competitive procurement practices and procedures similar to those required by applicable law in connection with the procurement of any items to be obtained with 9-1-1 funds.



- 5.2 The RPC shall include a specific, detailed statement of work, including appropriate benchmarks to evaluate compliance, in all contracts with vendors, local governments, and PSAPs to be paid from 9-1-1 funds.
- 5.3 The RPC shall implement a contract administration management system that ensures contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- 5.4 The RPC shall maintain sufficient records detailing the history of procurement, including the rationale for the method of procurement, the selection of contract type, the contractor selection or rejection, and the basis for the contract price, as outlined in the records retention requirements in UGMS.

**Article 6. Allocation and Use of 9-1-1 Funds**

- 6.1 In accordance with applicable law, the Commission shall allocate 9-1-1 funds appropriated to the Commission to the RPC solely for use in carrying out its Commission-approved strategic plan. Funds will be distributed to the RPC quarterly, according to current Commission payment methodology as set forth in Commission policy, unless the RPC is in substantial noncompliance with any applicable law or provision of this Contract. The RPC shall utilize the money allocated only for providing 9-1-1 service within the RPC's jurisdiction.
- 6.2 The Commission shall ensure that no more than \$17,000,000 appropriated to the Commission for the FY 2010-2011 biennium shall be allocated to the RPCs for administration of the statewide 9-1-1 program, according to the General Appropriations Act.
- 6.3 None of the 9-1-1 funds appropriated to the Commission and allocated to the RPC may be used to replace or fund a reserve for future replacement of 9-1-1 equipment.
- 6.4 The RPC shall assist the Commission in creating comprehensive statewide capital replacement plan for submittal to the Legislative Budget Board no later than November 1<sup>st</sup> of each calendar year.
- 6.5 As provided by Health & Safety Code Section 771.078(d), not more than ten percent (10%) of the money received by the RPC may be used by the RPC for indirect costs. In this subsection, "indirect costs" means costs that are not directly attributable to a single action of the RPC. (Note: In administering this subsection, the governor's office is required to use federal Office of Management and Budget circulars A-87 and A-122 or any rules relating to the determination of indirect costs adopted under Texas Government Code Chapter 783.)
- 6.6 As provided by Health & Safety Code Section 771.078(f), upon request from the RPC, the Commission shall provide the RPC with documentation and financial records of the amount of money collected in its region or of an amount of money

allocated to the RPC in accordance with Health & Safety Code, Section 771.078, and this Contract.

#### **Article 7. 9-1-1 Funds Distribution**

- 7.1 As provided by applicable law, a state agency shall distribute grants on a reimbursement basis, or as needed, unless otherwise provided by statute or otherwise determined by the grantor agency to be necessary for the purposes of the grant.
- 7.2 Quarterly disbursement of 9-1-1 funds to the RPC shall be made on a cost reimbursement basis according to applicable law. If the RPC's funding is depleted before the end of a fiscal quarter, a financial emergency funding request may be made by the RPC to the Commission (see Article 8. RPC Emergency Funding).
- 7.3 The Commission has determined that a proper public purpose is served by providing start-up funding, at the beginning of each fiscal year, to the RPC for payment of operating costs of the region's 9-1-1 system. Start-up funding to the RPC from the Commission may be made at the beginning of each fiscal year. The Commission shall provide start-up funds to the RPC according to applicable law. Start-up funding is defined as 9-1-1 funds allocated to the RPC to pay initial fiscal year 9-1-1 program expenses, prior to the first quarterly reimbursement request being received. Any remaining 9-1-1 funds from the prior fiscal year, ending on August 31<sup>st</sup>, shall be returned to the Commission no later than October 30<sup>th</sup> of the current fiscal year.

#### **Article 8. RPC Emergency Funding**

- 8.1 Notwithstanding the requirements in Article 7, the Commission may distribute in accordance with Commission policy allocated 9-1-1 funds to the RPC upon demonstration and documentation that a financial emergency exists that will compromise the provisioning of 9-1-1 service or impact public safety.
- 8.2 The Commission shall consider a financial emergency as a situation in which the RPC requires additional funding to sustain the current and normal operation of 9-1-1 systems and their administration, as well as to meet contractual obligations as provided for in the RPC's approved strategic plan; and that, without the assistance of these additional funds, would result in a compromise of the 9-1-1 system or impact public safety. A financial emergency would arise, and public safety compromised, if the 9-1-1 system was terminated due to non-payment of invoices.
- 8.3 Emergency 9-1-1 funds may be distributed based upon the documented expenditures creating the need. The provision of emergency 9-1-1 funds will be used for specific operational and administrative expenses identified in the supporting documentation.

- 8.4 The request shall include a narrative description of what the 9-1-1 funds are to be used for, and how these expenditures relate to the RPC's strategic plan.
- 8.5 The Commission will review the request for accuracy and compliance with the current approved strategic plan and applicable law. Upon review and approval of the request, the Commission will disburse the necessary 9-1-1 funds, not to exceed the total allocated to the RPC in its Commission-approved strategic plan.

#### **Article 9. Strategic Planning**

- 9.1 In accordance with applicable law, the RPC shall develop a strategic plan for the establishment and operation of 9-1-1 service throughout its region. The 9-1-1 service must meet the standards established by the Commission. A strategic plan must describe how 9-1-1 service is to be administered.
- 9.2 The RPC must update its strategic plan at least once during each state fiscal biennium, and must include the following:
- (a) A description of how money allocated to the region is to be allocated throughout the region served by the RPC;
  - (b) Projected financial operating information for the two state fiscal years following the submission of the plan;
  - (c) Strategic planning information for the five state fiscal years following submission of the plan; and
  - (d) A Historically Underutilized Business (HUB) plan, pursuant to Chapter 2161 of the Government Code.
- 9.3 The RPC shall submit a strategic plan, or amendment to its plan, to the Commission for review and approval or disapproval, as required by Health & Safety Code Section 771.056. The Commission, consistent with applicable law, shall consider the appropriateness of the strategic plan or amendment thereto in satisfying the standards set by the Commission, the cost and effectiveness of the strategic plan or amendment, as well as the appropriateness of the strategic plan or amendment in context with overall statewide 9-1-1 service.
- 9.4 The Commission shall notify the RPC of the approval or disapproval of the strategic plan submission, or amendment to the plan, in accordance with applicable law.
- 9.5 If the strategic plan or amendment thereto is approved, the Commission shall allocate 9-1-1 funds to the RPC in accordance with the terms of this Contract and applicable law.

### Article 10. Reporting Requirements

- 10.1 The RPC shall submit financial and performance information and reports regarding 9-1-1 service and administration to the Commission. The RPC shall provide the reporting information in accordance with applicable law and generally accepted accounting principles. The RPC shall submit the following information to the Commission, at least once per quarter of each fiscal year:
- (a) Financial information regarding administrative and program expenses; and
  - (b) Information regarding the current performance, efficiency, and degree of implementation of emergency communications services in the region served by the RPC.
- 10.2 The RPC shall be responsible for collecting and reporting efficiency data on the operation of each of the 9-1-1 answering points within its region. The RPC shall submit such information to the Commission at least once per quarter of each fiscal year, according to applicable law.

### Article 11. Use and Creation of Public Safety Answering Points

- 11.1 The RPC shall comply with the minimum standards and guidelines established by Commission Rule 251.1, *Regional Strategic Plans for 9-1-1 Service*, for the use of PSAPs and the creation of PSAPs.

### Article 12. Dispute Resolution

- 12.1 The dispute resolution process provided for in Government Code Chapter 2260, Subsection F, shall be used by the Commission and the RPC to attempt to resolve disputes arising under this Contract. Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the RPC's proposed or approved strategic plan, or this Contract.
- 12.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 12, until they have exhausted the procedures set out in this Article 12.
- 12.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The parties agree to appoint their representatives and hold the first negotiating meeting within 15 calendar days of receipt of the request. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.


- .....
- 12.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to mediation by an administrative law judge employed by the State Office of Administrative Hearings (SOAH) per Government Code Chapter 2009.
  - 12.5 Within 45 calendar days after the effective date of this Contract, the Commission agrees to contract with SOAH to mediate any future disputes between the parties described in Article 12.1. Each party agrees to pay one-half the total fee and expenses SOAH charges for conducting a mediation, and the Commission agrees that the RPC's share of the total is an allowable cost reimbursable to the RPC under this Contract.
  - 12.6 The parties agree to continue performing their duties under this Contract, which are unaffected by the dispute, during the negotiation and mediation process.
  - 12.7 If the parties are unable to settle their dispute by mediation, either party may request a contested case hearing under Texas Government Code Section 2260.102.
  - 12.8 Nothing in this Article 12 shall be considered as a waiver of sovereign immunity.

#### Article 13. Miscellaneous Provisions


- 13.1 The RPC shall work with the Commission and the local governments to develop, maintain and regularly monitor performance of the operation and the provision of 9-1-1 service and to develop and implement risk assessment processes.
- 13.2 As the RPC becomes aware of the need for additional training or expertise relating to the planning, development, implementation or operation of 9-1-1 service, by the RPC or the local governments in their areas, the RPC shall notify the Commission promptly so that all parties may address the need in a timely manner.
- 13.3 Unless otherwise directed by the Commission, the RPC shall arrange for the performance of an annual financial and compliance audit of its financial statements and internal control environment according to the requirements of UGMS and the Texas Single Audit Circular, as established by the Governor's Office of Budget, Planning, and Policy pursuant to Government Code Chapter 783. The RPC shall be liable to the Commission for any costs disallowed as a result of the audit of its financial statements and internal control environment.
- 13.4 The RPC recognizes the right of the State Auditor's Office to review and/or audit the RPC's documentation and accounts relevant to the state-funded 9-1-1 program as authorized by applicable law. Such an audit or review is considered separate and apart from audits required by UGMS.

- 13.5 A summary of the approved RPC 9-1-1 strategic plan costs and revenue allocations shall be made a part of this Contract by way of Attachment A, *Recipient 9-1-1 Costs Summary*.
- 13.6 The RPC shall provide, at a minimum, the Commission with all reports and/or information as required by applicable law.
- 13.7 In the event of any conflict between any provision in this Contract and an adopted Commission rule or policy, present or future, the Commission rule or policy shall take precedence.
- 13.8 This Contract sets forth all of the representations, promises, agreements, conditions, and understandings between the RPC and the Commission relating to the subject matter of the Contract, and supersedes any prior or contemporaneous representations, promises, agreements, conditions, or understandings, whether oral or written, in any way relating to the subject matter hereof.
- 13.9 Any alterations, additions, or deletions to the terms of this Contract shall be made by amendment hereto in writing and executed by both parties to this Contract.
- 13.10 This Contract takes effect on September 1, 2009, and shall terminate on August 31, 2011.

**AGREED TO:**

  
 \_\_\_\_\_  
 Paul Mallett  
 Executive Director  
 Texas Commission on State Emergency Communications  
 333 Guadalupe, Suite 2-212  
 Austin, Texas 78701-3942

7/23/09  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Mike Eastland  
 Executive Director  
 North Central Texas Council of Governments  
 P. O. Box 5888  
 Arlington, Texas 76005

7/24/09  
 \_\_\_\_\_  
 Date

RECEIVED

JUL 31 2009


CSEC

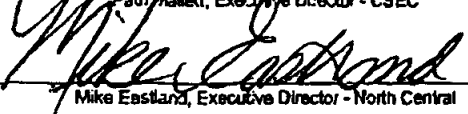
**ATTACHMENT "A"**  
**FY 2010-2011 RECIPIENT 9-1-1 COSTS SUMMARY**  
**Summary Costs Approved for Allocation for the: North Central Texas Council of Governments**

Regional Planning Commission 9-1-1 Program Budget	Appropriation Year 2010					Appropriation Year 2011				
	Strategy 1 - Network Operations			Strategy 2 - Equipment Replacement	Totals	Strategy 1 - Network Operations			Strategy 2 - Equipment Replacement	Totals
	Program	Administration	Total			Program	Administration	Total		
Original Budget	\$7,020,944	\$849,643	\$7,870,587	\$65,000	\$7,935,587	\$6,301,568	\$879,843	\$7,181,411	\$355,000	\$7,536,411
Current Approved Budget	\$7,020,944	\$849,643	\$7,870,587	\$65,000	\$7,935,587	\$6,301,568	\$879,843	\$7,181,411	\$355,000	\$7,536,411

Method of Finance	Strategy 1	Strategy 2	Totals	Strategy 1	Strategy 2	Totals
Appropriated Service Fees	7,870,587	65,000	\$7,935,587	7,181,411	355,000	\$7,536,411
Total Service Fee Method of Finance	\$7,870,587	\$65,000	\$7,935,587	\$7,181,411	\$355,000	\$7,536,411
Appropriated Equalization Surcharge	-	-	\$0	-	-	\$0
Total Surcharge Method of Finance	\$0	\$0	\$0	\$0	\$0	\$0
Total Method of Finance	\$7,870,587	\$65,000	\$7,935,587	\$7,181,411	\$355,000	\$7,536,411

With my signature below, I agree to and acknowledge the Approved Budget limits described as the "Current Approved Budget" shown for each Appropriation Year above.

  
 Paul Mallett, Executive Director - CSEC  
 Date: 7/27/09

  
 Mike Eastland, Executive Director - North Central  
 Date: 7/24/09

**RECEIVED**  
 JUL 31 2009  
**CSEC**

673

**North Central Texas Council of Governments**

**Regional 9-1-1 Program**

**Manual ALI Request Form**

PSAP Name: \_\_\_\_\_

Date: \_\_\_\_\_

This letter is to request that the "manual ALI Query" feature be enabled at <Insert PSAP Name here>.

The 9-1-1 customer premises equipment (CPE) provided by NCTCOG has been configured to allow manual queries, and is compatible with the manual ALI query protocol of NCTCOG and the database provider. MANUAL ALI QUERY SERVICES WILL ONLY BE USED IN THE HANDLING OF EMERGENCY CALLS. All manual ALI queries must also be documented using the reason feature.

This PSAP and the Telecommunicators with access to 9-1-1 fully understand and agree to comply with the terms and conditions set forth under which this feature may be provided.

The NCTCOG operations staff has access to a statistical report of Manual ALI Query per PSAP. Misuse of the proprietary ALI information may be cause for the termination of this feature for the PSAP.

Please mail, fax or email this form back no later than September 15, 2011 to:

North Central Texas Council of Governments  
9-1-1 Program  
PO Box 5888  
Arlington, Texas 76005-5888

~or~

Fax: 817-640-7492

~or~

Email: [hperez@nctcog.org](mailto:hperez@nctcog.org) Subject: Interlocal Agreement-Manual ALI Agreement

Acknowledgement signatures by authorized representatives of contracting 9-1-1 agency:

\_\_\_\_\_  
Chief / Sheriff

\_\_\_\_\_  
Date

\_\_\_\_\_  
Communications Supervisor / Manager

\_\_\_\_\_  
Date



**Attachment C**  
**NCTCOG Equipment Room Site Requirements**



**NCTCOG**  
**TELEPHONE EQUIPMENT ROOM AND ELECTRICAL REQUIREMENTS SUMMARY**  
 (Complete specifications are attached)

Your electrician must work closely with the telephone installers to assure all room requirements are followed and completed by the equipment room ready date.

**Fire Protection:**

- Dry pipe high temperature type systems are recommended if sprinkler heads are to be located in the P.B.X. room.
- If possible, non-combustible material should be used for the room construction.

**Security Precautions:**

- You may need to extend and improve existing building security to provide adequate protection for the Meridian 1 equipment.
- Electric locks or push button access code or card readers are not recommended unless you provide a battery backup system.

**Temperature and Humidity control:**

- A stable ambient operating temperature of 72 degrees Fahrenheit is recommended. Maximum tolerances are from 59 to 86 degrees non-condensing.
- Air conditioning units must be able to handle the heat produced by the Meridian 1, equipment room personnel and the lighting.
- For estimates on BTU output of the equipment, please consult with on site installation personnel.

**Static Electricity:**

Static can damage circuitry permanently, interrupt system operation and cause lost data. To prevent static:

- The equipment room humidity must be constant.
- The room floor should not be carpeted.
- The room floor should be sealed, (preferably tiled), but not waxed.

**Lighting:**

- Lighting must not be powered from the switch room service panel.
- Lighting should provide 50 to 75 foot-candles measured 30" above the equipment room floor.

**Grounding:**

- A single point, isolated ground is required unless superceded by local code. The source should be XO of the transformer that feeds the phase conductors to the equipment room electrical service panel.
- Terminations must be accessible for inspection during the life of the installation.
- Conductors must be continuous, with no splices or junctions.
- Conductors must be no load, non-current carrying.

**Electrical:**

- The electrical service panel should be located in the equipment room.
- Voltage required is 208/120 V three phase; four wire "wye" service or 240/120 single phase 4 wire "delta" service.
- A dedicated transformer is preferred however a shared transformer or distribution is acceptable.
- IGL6-15, 20 or 30 receptacles are required and the ground must terminate on the IG buss. (exact number, location and type of receptacles required will be supplied by the telephone installer)
- All circuit breakers must be clearly labeled.
- Terminal devices located in the equipment room will require local power. These outlets must be wired and fused independently from all other receptacles. They must also be IG type receptacles.

**Attachment D**  
**NCTCOG Host Agreement (If applicable)**

**Attachment E**  
**NCTCOG GIS Requirements**

North Central Texas Council of Governments  
**Requirements for Database & GIS Maintenance**  
September 1, 2011 to August 31, 2013

The County shall coordinate 9-1-1 GIS activities within the County and municipalities in the County to develop and enhance the 9-1-1 GIS coverage required for mapped ALI. The coordinator must develop, compile and maintain current, seamless Countywide coverage for street centerlines, address points, ESNs, 9-1-1 communities and city limits in both the incorporated and unincorporated areas of the County.

The County shall provide to the NCTCOG 9-1-1 GIS analyst data with 100% complete attribution for all map graphics with the following information:

- Street centerlines spatially accurate to within + or – 10 feet verified by GPS and drawn or pointing in the correct direction for the corresponding address range;
  - The following data at a minimum will be incorporated:
    - Pre-directional
    - Street Name
    - Type
    - Post Directional
    - 9-1-1 Community Boundary both left and right
    - Address Ranges (left from, right from, left to, right to)
    - ESN Boundary both left and right
    - County Boundary
- Addressed structure center points spatially accurate to within + or – 25 feet;
  - The following fields at a minimum will be incorporated:
    - Structure Number
    - Structure Street Name
    - Structure 9-1-1 Community Name
    - Latitude Coordinate
    - Longitude Coordinate
- ESN polygons spatially accurate to within + or – 50 feet of their true location
  - The following fields at a minimum will be incorporated:
    - Emergency Service Number (ESN)
    - Law Responders
    - Fire Responders
    - Medical Responders
- 9-1-1 Community polygons spatially accurate to within + or – 50 feet of their true location.
  - The following fields at a minimum will be incorporated:
    - 9-1-1 Community Name
- City Limit polygons spatially accurate to within + or – 50 feet of their true location.
  - The following fields at a minimum will be incorporated:
    - City Name

- 
- Common place points spatially accurate to within + or – 50 feet of their true location.
  - The following fields at a minimum will be incorporated:
    - Common Place Name
    - Common Place Type

The County shall send GIS data for street centerlines, address points, ESNs, 9-1-1 Communities and city limit boundaries, at least quarterly to the NCTCOG 9-1-1 Program. All files submitted to NCTCOG must be in ESRI shape file or geodatabase format.

The County shall resolve conflicts and problems related to the 9-1-1 GIS data maintained by County. If any issue regarding the GIS data arises which the County cannot resolve on its own, the County must contact NCTCOG within five business days in order to determine the best course of action to resolve the issue.

The County shall comply with NENA Standards on current and all future addressing and map data.

The County shall submit database maintenance plan and budget incorporating all NCTCOG 9-1-1 program requirements, as well as local activities, at the beginning of each fiscal year.

The County shall be responsible for submitting and maintaining quarterly budget reports with required documentation to the NCTCOG 9-1-1 Fiscal Analyst. These reports are due to the NCTCOG 9-1-1 fiscal analysts by the 10th day of each month following the end of the quarter.

The County shall at a minimum; back up weekly on a removable media all critical 9-1-1 GIS mapping files, coverage, and related data (street centerlines, address points, ESNs, and city limits) and store the removable media in a secure place.

The County will attend regularly scheduled meetings at NCTCOG.

The County shall meet all of the requirements set forth in CSEC Rule 251.9 – Guidelines for Database Maintenance.

The addressing agent shall track County commissioner's court and city council meetings that relate to development and improvement of GIS implementation for emergency services delivery. If an issue arises where either the County commissioner's court or city council takes a course of action that would interfere with or be inconsistent with the data development and maintenance procedures followed by the County, the

County must notify NCTCOG in writing within two business days in order to facilitate the development of an appropriate response.

The County shall resolve any discrepancies between GIS layer databases and the MSAG database, as determined necessary by NCTCOG through its regular validation testing. Upon correction of any identified errors, the County will notify NCTCOG 9-1-1 Program, in writing, that the discrepancies have been corrected and will be included on the next update.

The County shall resolve any discrepancies between GIS layer databases and the information displayed at the PSAP as reported by a call taker. Upon correction of any identified errors, the County will notify NCTCOG 9-1-1 Program, in writing, that the discrepancies have been corrected and will be included on the next update.

### GIS Accuracy Based Reimbursement

NCTCOG shall provide reimbursement to mapping entities in an effort to alleviate and/or severely reduce the number of MSAG to GIS database mismatching records. NCTCOG's goal is to achieve 98% accuracy within the fiscal year 2011 of the reimbursement program.

In the fiscal year 2011 the program will focus on reducing mismatching records by establishing funding levels for each county. The error rate will be broken into two categories; county and city. Quarterly targets shall be established and monitored monthly to ensure the effort is on track.

In cases where the rate of improvement does not track with achieving the 98% target, corrective action will be discussed with the county. This may include using allocated reimbursement funds to obtain outside help to meet the target.

NCTCOG's annual reimbursement to mapping entities shall be divided into four categories: Maintenance (Base), Maintenance (Variable), Remediation and Projects.

NCTCOG shall fund each category with the approximate percentage of available funds shown below:

<b>Category</b>	<b>Percentage</b>
Maintenance Base	25
Maintenance Variable	25
Remediation	40
Projects	10

Maintenance (Base)

Each GIS entity within NCTCOG's GIS program shall continue to receive a reimbursement to support new address and streets added to the database. This is considered the Maintenance (Base) reimbursement<sup>1</sup>.

Funds from this category will be distributed equally among counties. The calculation shall be:

$$\text{Reimbursement} = \frac{\text{Category Funding Total}}{\text{Number of Counties}}$$

Maintenance (Variable)

This category is established to provide additional reimbursement based on the number of database records.

The county shall be reimbursed based on its proportional share of the total regional records. The calculation shall be:

$$\text{Reimbursement} = \frac{\text{Record Count}}{\text{Regional Record Count}} \times \text{Category Funding Total}$$

Remediation

The remediation category provides reimbursement for the effort required to bring the GIS databases in the county and cities within the county to the 98% accuracy objective.

The county shall be reimbursed its weighted share based on the percentage of records (including county and city databases) mismatching as of the beginning of the fiscal September 1, 2010.

$$\text{Reimbursement} = \left( \frac{\text{Record Count}}{\text{Regional Record Count}} \times \frac{\text{Mismatched Record Count}}{\text{Record Count}} \right) \times \text{Category Funding Total}$$

Projects

Projects submitted by the counties are established to improve city database accuracy to meet the 98% objective. The process below shall be used:

1. NCTCOG shall provide database statistics to the county to include:
  - a. Total number of regional records

<sup>1</sup> All record counts include the sum of county and city records unless otherwise specified.



- b. Total number of county records
  - c. Total number of city records within the county
  - d. Percent mismatch in the county database
  - e. Percent mismatch in the database for each city within the county
2. The county shall establish a project plan identifying city database(s) involved, the process for resolving mismatches, specific improvement targets and the process for ongoing maintenance of the data.
  3. NCTCOG shall set-up Project Kickoff meeting where the overall reimbursement plan will be presented and discussed. All counties shall be invited.
  4. The county shall execute the project plan including results in the aforementioned monthly report to NCTCOG.

NCTCOG shall monitor the county reports to determine results are on track to meet the overall objective. Should the results indicate targets are not being met, NCTCOG shall contact the county to discuss progress and a remedial plan to get back on track. This remedial plan may include utilizing funds to acquire outside assistance.

**Requirements for GIS & Database Maintenance**  
**Effective April 1, 2009**

**Introduction**

Geographic Information Systems has redefined emergency response over the last decade. It is now assumed that a 9-1-1 call placed from a traditional land-line telephone can be plotted on a map automatically and wireless callers can be pinpointed accurately. The need for accurate GIS data is even more critical because it is no longer used solely for display on a screen as a visual cue for a dispatcher to evaluate and determine the appropriate responders. GIS is now beginning to drive the actual routing of emergency calls, which before were hard-coded entries in a database. GIS has taken a lead role in defining emergency response for the coming decades.

In reviewing the National Emergency Number Association (NENA) best practices documentation<sup>1</sup>, the Texas Commission On State Emergency Communications (CSEC) Recommended Best Practices for GIS and Mapping<sup>2</sup> and the findings of a process and data audit performed by L. Robert Kimball and Associates, consultant to the 9-1-1 program, NCTCOG endorses the minimum GIS requirements and through the following paragraphs, incorporates them into the Agreement between NCTCOG and the County as an amendment.

**GIS Requirements:**

The Commission on State Emergency Communications' (CSEC) requires local addressing programs to follow the state's Recommended Best Practices for 9-1-1 GIS and Mapping<sup>2</sup>, Module VI. Map Base Layers and Data Fields, are required to be followed to meet the Minimum Map Base Layers (road network, political boundaries [incorporated cities and MSAG communities], and ESZ boundaries) and for the address structures Recommended Map Base Layer. Together, these GIS layers form the Core GIS Layers that support optimum addressing activities throughout the region. In an attempt to stay up to date and to provide as much assistance as possible, NCTCOG encourages the counties to forward this data at least quarterly to NCTCOG's 9-1-1 Program using any currently supported ESRI data format. It is suggested that the counties, at a minimum, back up the Core GIS Layers weekly.

To assure accurate and complete GIS information, it is necessary to follow CSEC's Recommended Best Practices for 9-1-1 GIS and Mapping<sup>2</sup>, Module VII. Database Attribution of the Core GIS Layers containing address information (road network and address structures) must match the related Master Street Address Guide (MSAG) fields.

CSEC's Recommended Best Practices for 9-1-1 GIS and Mapping<sup>2</sup>, Module V. Positional Accuracy specifies the positional tolerance of map data to be within 33 feet of the actual location. NCTCOG requires that all new data be created within these recommended tolerances. Legacy data that appears to violate the positional tolerance standard when viewed against current aerial imagery shall be adjusted using the current aerial imagery or GPS (Global Positioning System) capable of satisfying the

requirements.

- **Road network:** NCTCOG strongly encourages a bi-directional capture of Street Centerlines comprising the road network. Driving both up and down each street segment in either direction will improve the accuracy of the road network that is used in all of the region's PSAPs.
- **Address structures:** Accuracy in 9-1-1 caller location and response time can be improved greatly when an address structure location is captured using a GPS. The X,Y coordinate makes for increased accuracy of Address Location Information (ALI). Methodology will include the capture of a point at the entrance of the driveway of every structure. It is highly recommended that the point later be spatially adjusted in the GIS by moving the point to the rooftop of the structure in accordance with recommendations by L.R. Kimball and Associates.

In accordance with recommendations by L.R. Kimball and Associates, NCTCOG's 9-1-1 Program requires maintenance and preservation of spatial relationships between features sharing coincident geometry. For example, Municipal Boundaries partially define Emergency Service Zone (ESZ) boundaries, and where this happens, the polygons should precisely match each other vertex-by-vertex. Another example is where segments of the road network define municipal boundaries. Where this happens, the polygon shall precisely follow the road network segments vertex-by-vertex. Other spatial relationships that must be preserved are street intersections. Where a road network segment intersects with at least one additional road network segment, all segments must converge at the same node. Likewise, road network segments must be split at the precise boundaries of counties, cities, Master Street Address Guide (MSAG) communities (if applicable), ESZ boundaries and postal boundaries, and the ends of the resulting segments must converge at the same node.

In accordance with recommendations by L.R. Kimball and Associates, NCTCOG's 9-1-1 Program requires the inclusion of driveways (with proper attribution) in the road network layer under the following circumstances: 1) the driveway is over 500 feet long, or 2) a structure that is accessed by the driveways is obscured when viewed from the road.

The County's Current Addressing Processes documentation must be available for review by county employees, elected county officials, and county residents upon request. At a minimum, the Current Addressing Processes will include:

- The County's Addressing Policy, which includes the addressing scheme and road naming conventions in use by the County
- Documentation of known violations of the County's addressing policy sufficient to abrogate the County Addressing Coordinator and NCTCOG from liability
- Updated contact information for local addressing authorities
- Addressing policies in use by other local addressing authorities within the County

NCTCOG's 9-1-1 Program strongly recommends that County permitting processes require the County Addressing Coordinator to reject proposed street names on final development plats (and optionally preliminary development plats) that are in violation of the County's Addressing Policy. Additionally, the County Addressing Coordinator shall

assign addresses on the final development plat prior to its approval. Developers shall provide the Addressing Coordinator with a paper copy of the final development plat and a geo-referenced Computer Aided Drafting (CAD) file or ESRI shape files. If changes are made to the as-built plat, they shall be communicated to the Addressing Coordinator, so that the map may be accurately revised.

NCTCOG encourages the County to maintain a list of contacts of all local addressing authorities within the county. NCTCOG's 9-1-1 Program or the County will host meetings at the County to discuss issues affecting GIS and 9-1-1 addressing, such as recent or future growth, boundary disputes, addressing practices, or aerial imagery acquisition. Meetings will be held annually at a minimum, and the County Addressing Coordinator or NCTCOG 9-1-1 Program will be responsible for sending invitations. In coordination with the NCTCOG 9-1-1 Program, the County will be responsible for setting the agenda, and documenting participation, and following up on issues raised by meeting attendees. Invitees shall include the local addressing authorities, GIS staff within cities and the County, and any other persons deemed necessary by any city, or the County.

It is recommended that communications take place regularly between the Addressing Coordinator and any relevant addressing personnel from the cities. The purpose of the meetings is to address any addressing issues that may be of concern to all parties.

Conflicts and problems related to the 9-1-1 GIS data maintained by the County shall be resolved by the County, if at all possible. If any issue regarding the GIS data arises which the County cannot resolve, the County shall contact NCTCOG for assistance in order to help determine the best course of action.

It is the County's responsibility to resolve any discrepancies between the Core GIS Layers and the information displayed at the PSAP, as reported by a call taker. Upon correction of any identified errors, the County will notify NCTCOG's 9-1-1 Program in writing that the discrepancies have been corrected and will be included in the next update.

The County shall provide city boundary updates to NCTCOG's 9-1-1 Program when they are communicated to the County.

The County is requested to annually validate and document Fire District and Emergency Medical Service boundaries, and provide updates to NCTCOG's 9-1-1 Program.

#### **Database Requirements:**

It is important for the County to meet all of the requirements set forth in the Texas Administrative Code TITLE 1 (Administration) PART 12 (Commission on State Emergency Communications) CHAPTER 251 (Regional Plans--Standards) RULE §251.9 Guidelines for Database Maintenance Funds<sup>3</sup>.

In accordance with CSEC Rule 251.9 – Guidelines for Database Maintenance<sup>3</sup>, the County shall submit a database maintenance plan and budget incorporating all NCTCOG 9-1-1 program requirements, as well as local activities, at the beginning of each fiscal year.

In accordance with CSEC Rule 251.9 – Guidelines for Database Maintenance<sup>3</sup>, the County will be responsible for submitting and maintaining quarterly budget reports with required documentation to NCTCOG's 9-1-1 fiscal analyst. These reports are due to NCTCOG's 9-1-1 fiscal analysts by the 10th day of each month following the end of the quarter.

The County Addressing Coordinator is strongly encouraged to attend regularly scheduled meetings at NCTCOG.

The County will resolve any discrepancies between the MSAG database and the GIS, as determined necessary by NCTCOG through its regular validation testing. Upon correction of any identified errors, the County will notify NCTCOG's 9-1-1 Program, in writing, that the discrepancies have been corrected and will be included in the next update.

The Addressing Coordinator shall track County Commissioner's Court and City Council meetings that relate to development and improvement of GIS implementation for emergency services delivery. If an issue arises where either the County Commissioner's Court or City Council takes a course of action that would interfere with or be inconsistent with the County's Current Addressing Processes, the County must notify NCTCOG in writing within two business days in order to jointly develop an appropriate response.

<sup>1</sup>[http://www.nena.org/media/File/02-014\\_20070717.pdf](http://www.nena.org/media/File/02-014_20070717.pdf)

<sup>2</sup><http://www.911.state.tx.us/files/pdfs/CSEC%20GIS%20and%20Mapping%20BP%20FINAL%20Commission%20Approved.pdf>

<sup>3</sup>[http://info.sos.state.tx.us/pls/pub/readtac\\$ext.TacPage?sl=R&app=9&p\\_dir=&p\\_rloc=&p\\_tloc=&p\\_ploc=&pg=1&p\\_tac=&ti=1&pt=12&ch=251&ri=9](http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=1&pt=12&ch=251&ri=9)

#15

690

# Navarro Soil and Water Conservation District

District 514  
4323 West Highway 22  
Corsicana, Texas 75110



July 21, 2011

Navarro County Commissioners Court  
300 West 3<sup>rd</sup>. Avenue, Suite 14  
Corsicana, Texas 75110

Reference: Flood Prevention Site Maintenance Inspections for Fiscal Year 2011.

Dear Commissioners Court,

This is to advise you of the completion of maintenance inspections performed on the 112 flood prevention sites located in Navarro County by the Navarro Soil and Water Conservation District on behalf of Navarro County and the Navarro Soil and Water Conservation District.

Attached is a list of the flood prevention sites with the date of inspection for each. Also included are copies of the Maintenance Checklist for Floodwater Retarding Structures for each site.

Sincerely,

Handwritten signature of Bobby D. Wilson.

Bobby D. Wilson  
Contracting Officer

	A	B	C
1	FISCAL	YEAR	2011
2	Navarro	S W C D	514
3	Site No.	Watershed	Inspected
4			
5	R 012	Richland	2/16/2011
6	R 014	Richland	3/2/2011
7	R 014A	Richland	3/22/2011
8	R 015	Richland	5/3/2011
9	R 026	Richland	3/17/2011
10	R 026A	Richland	3/17/2011
11	R 029	Richland	3/17/2011
12	R 030	Richland	3/17/2011
13	R 030PD	Richland	5/23/2011
14	R 031	Richland	4/7/2011
15	R 032	Richland	4/7/2011
16	R 033	Richland	4/12/2011
17	R 034	Richland	5/10/2011
18	R 035	Richland	4/5/2011
19	R 036	Richland	4/5/2011
20	R 047	Richland	3/14/2011
21	R 098A	Richland	4/14/2011
22	R 099	Richland	3/14/2011
23	R 100A	Richland	3/16/2011
24	R 101	Richland	3/16/2011
25	R 101-1PD	Richland	3/16/2011
26	R 101-2PD	Richland	3/16/2011
27	R 105	Richland	7/7/2011
28	R 106A	Richland	2/16/2011
29	R 107A	Richland	2/7/2011
30	R 107B	Richland	1/7/2011
31	R 108	Richland	2/16/2011
32	R 109	Richland	3/28/2011
33	R 110	Richland	3/3/2011
34	R 111	Richland	3/3/2011
35	R 112	Richland	6/15/2011
36	R 113	Richland	3/22/2011
37	R 114	Richland	3/22/2011
38	R 115	Richland	3/31/2011
39	R 115-1PD	Richland	3/31/2011
40	R 116	Richland	4/7/2011
41	R 118	Richland	7/7/2011
42	R 119A	Richland	6/16/2011
43	R 120	Richland	1/5/2011
44	R 121	Richland	6/14/2011
45	R 123	Richland	6/14/2011
46	R 124	Richland	7/11/2011
47	R 126	Richland	6/7/2011
48	R 127	Richland	6/7/2011
49	R 129	Richland	4/7/2011
50	R 134	Richland	6/17/2011
51	R 135A	Richland	6/13/2011

**NAVARRO SOIL & WATER  
 CONSERVATION DISTRICT  
 4323 WEST HIGHWAY 22  
 CORSICANA, TEXAS 75110**

	A	B	C
52	R 135B	Richland	5/24/2011
53	R 135D	Richland	5/24/2011
54	R 136	Richland	6/15/2011
55	R 136-PD1	Richland	6/15/2011
56	R 137A	Richland	6/15/2011
57	R 137G	Richland	3/7/2011
58	R 138	Richland	6/13/2011
59	R 140	Richland	5/24/2011
60	R 143A	Richland	7/11/2011
61	G 01	Grays	3/11/2011
62	G 02	Grays	6/9/2011
63	G 03	Grays	6/9/2011
64	G 04	Grays	6/9/2011
65	G 05	Grays	5/9/2011
66	G 06	Grays	5/19/2011
67	G 07A	Grays	7/21/2011
68	G 07B	Grays	5/10/2011
69	G 07C	Grays	4/26/2011
70	G 08	Grays	5/19/2011
71	G 09	Grays	6/28/2011
72	G 103	Grays	6/28/2011
73	G 104	Grays	6/28/2011
74	G 105	Grays	6/28/2011
75	C Gabion 1	Chambers	3/28/2011
76	C Gabion 2	Chambers	6/14/2011
77	C Chute 3	Chambers	3/28/2011
78	C Gabion 5	Chambers	6/14/2011
79	C Gabion 6	Chambers	3/28/2011
80	C Gabion 7	Chambers	3/28/2011
81	C 101A	Chambers	4/14/2011
82	C 103B	Chambers	6/21/2011
83	C 104A	Chambers	4/14/2011
84	C 104B	Chambers	4/14/2011
85	C 105A	Chambers	7/19/2011
86	C 105B	Chambers	6/21/2011
87	C 119A	Chambers	6/14/2011
88	C 119B	Chambers	7/18/2011
89	C 120A	Chambers	6/9/2011
90	C 120A PD1	Chambers	6/9/2011
91	C 120A PD2	Chambers	6/9/2011
92	C 120B	Chambers	6/9/2011
93	C 121	Chambers	5/24/2011
94	C 121C	Chambers	7/14/2011
95	C 121D1	Chambers	7/5/2011
96	C 121D2	Chambers	7/5/2011
97	C 121E	Chambers	7/5/2011
98	C 122A	Chambers	3/4/2011
99	C 122B	Chambers	4/28/2011
100	C 123A	Chambers	6/27/2011
101	C 123B	Chambers	7/8/2011
102	C 124	Chambers	4/5/2011



	A	B	C
103	C 124A1	Chambers	4/6/2011
104	C 124B	Chambers	5/24/2011
105	C 124C	Chambers	5/28/2011
106	C 127A	Chambers	6/27/2011
107	C 127B	Chambers	6/23/2011
108	C 128	Chambers	1/5/2011
109	C 129	Chambers	6/21/2011
110	C 130B	Chambers	6/30/2011
111	C 131	Chambers	6/21/2011
112	C 136	Chambers	6/13/2011
113	C 136A	Chambers	5/28/2011
114	C 139	Chambers	1/19/2011
115	C 140	Chambers	4/19/2011
116	C 141	Chambers	4/19/2011

#16

**GRANT CONTRACT BETWEEN  
THE OFFICE OF THE ATTORNEY GENERAL  
AND  
NAVARRO COUNTY DISTRICT ATTORNEY'S OFFICE**

**OAG Contract No. 1226992**

This contract is executed between the Office of the Attorney General (OAG) and Navarro County District Attorney's Office (GRANTEE) for certain grant funds. The Office of the Attorney General and Navarro County District Attorney's Office may be referred to in this contract individually as "Party" or collectively as "Parties."

**SECTION 1. PURPOSE OF THE CONTRACT**

The purpose of the Victim Coordinator and Liaison Grant (VCLG) program is to fund the mandated positions described in the Texas Code of Criminal Procedure, Article 56.04, specifically Victim Assistance Coordinators (VAC) in prosecutor offices and Crime Victim Liaisons (CVL) in law enforcement agencies. It is intended that the grants will be awarded through a competitive selection and allocation process taking into consideration, among other criteria, the number of victims that may be served by a program. The purpose of this grant contract is to provide reasonable contractual controls to ensure that the public purposes of the grant are achieved. In addition to the duties imposed in the Texas Code of Criminal Procedure, Article 56.04 (and more specifically described in Article 56.02), VACs and CVLs are also expected to promote and educate the community and other professionals about victim rights and services in an effort to identify crime victims and provide or refer them to needed services. In general, and subject to the limitations of each specific grant contract with each VCLG Grantee, VCLG grant contracts awarded must be used for victim-related services or assistance.

**SECTION 2 TERM OF THE CONTRACT**

This contract shall begin on September 1, 2011 and shall terminate August 31, 2012, unless it is terminated earlier in accordance with another provision of this contract. The OAG is not obligated to reimburse expenses that were incurred prior to the commencement or after the termination of this contract.

**SECTION 3 GRANTEE'S CONTRACTUAL SERVICES**

**3.1 GRANTEE's Compliance with the OVAG/VCLG FY 2012-2013 Grant Application Kit.** GRANTEE will comply with the terms and conditions as set forth and required in the OVAG/VCLG FY 2012-2013 Grant Application Kit ("Application Kit") if not supplemented, amended or adjusted by the OAG, as acknowledged by GRANTEE.

**3.2 Establishment of Final Project Budget, Targets, Outputs, Outcomes, and Special Conditions.** The OAG, at its sole discretion, establishes the initial Budget for this grant project, as reflected on the attached Exhibit A. If any adjustments were made by the OAG to GRANTEE's budget, those adjustments will be reflected on the attached Exhibit A. The final Narrative, as submitted by GRANTEE, and as further modified by the OAG, is attached as Exhibit B. If any Special Conditions were imposed by the OAG, those provisions will be reflected on the attached Exhibit C.

The OAG, at its sole discretion, will establish the final project targets, outputs, and outcomes. In addition, the OAG, at its sole discretion, may adjust GRANTEE's budget, targets, outputs, outcomes, and/or any other items as deemed appropriate by the OAG, at any time, during the term of this contract.

## **SECTION 4 GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS**

### **4.1 General Matters**

**4.1.1 Required Reports; Form of Reports; Filings with the OAG.** GRANTEE shall forward to the OAG, the applicable reports on forms as specified by the OAG. GRANTEE shall establish procedures to ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.

**4.1.2 Cooperation; Additional Information.** GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG.

**4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact.** GRANTEE shall submit within ten (10) business days notice to the OAG of any change of the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. GRANTEE shall promptly notify the OAG, preferably in advance, of a change in address or main telephone number of GRANTEE. A change in GRANTEE's name requires an amendment to the contract.

GRANTEE must submit a written request by the governing body on GRANTEE's letterhead, with original signature, to change an Authorized Official. GRANTEE, by an email, fax or GRANTEE letterhead signed by the Authorized Official, may request a change to the Grant Contact.

**4.1.4 Standards for Financial and Programmatic Management.** GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization.

Such fiscal and programmatic management shall include accountability for all funds and materials

received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain financial management and control systems that include appropriate financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; financial management systems, including accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; determination of reasonableness, allocation of costs; and timely and appropriate audits and resolution of any findings; and annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles (GAAP) or other recognized accounting principle.

**4.1.5. Security and Confidentiality of Records.** GRANTEE shall establish a method to secure the confidentiality of records and other information relating to services provided in accordance with applicable federal and state law, rules and regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.

## **4.2 Programmatic Reports**

**4.2.1 Quarterly Statistical (Performance) Reports.** GRANTEE shall forward to the OAG quarterly statistical reports no later than the 30th day of each month following the end of the quarter.

The four quarters end on the last day of the month of November, February, May and August. Accordingly, quarterly statistical reports, for each quarter, are due on or before December 30, 2011, March 30, 2012, June 30, 2012, and continuing until the last quarterly statistical report which is due on or before September 30, 2012. If this contract is extended, the quarterly statistical reports are likewise extended.

**Contents of Quarterly Statistical Reports.** The quarterly statistical reports shall contain, at a minimum, information on the following statistical measures:

- a. Targets as established by the OAG;
- b. Outputs and Outcomes as established by the OAG; and
- c. Program Impact Narratives.

**4.2.2 Written Explanation of Variance.** GRANTEE is required to provide a written explanation to the OAG for any variances on the quarterly statistical report for any year-to-date performance by GRANTEE that varies from projected performance. In addition to the written explanation, GRANTEE shall promptly answer any questions of the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

**4.2.3 Other Program Reports.** GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by

GRANTEE which may be conducted by the OAG or its designees.

GRANTEE shall submit service delivery reports required by the contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods, client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

#### **4.3 Financial Matters**

**4.3.1 Grant Budget.** With regard to the use of funds pursuant to this contract, GRANTEE will immediately review the budget as established in this contract.

**4.3.2 Monthly Request for Reimbursement and Financial Status Report.** Grant funds are paid on a cost reimbursement basis. GRANTEE will submit, each month, a monthly request for reimbursement for the actual and allowable allocable costs incurred by GRANTEE for project costs to provide services under this contract. The payments made to GRANTEE shall not exceed its actual and allowable allocable costs to provide the services under this contract.

The request for reimbursement will be submitted to the OAG in the form and manner as approved by the OAG and will specify the detailed and total expenses for the month, in the following cost categories: (i) personnel and fringe benefits, reported separately, (ii) professional and consulting services, (iii) travel, (iv) equipment, (v) supplies, and (vi) other direct operating expenses. The request for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

A financial status report is required each month, whether GRANTEE has paid expenses, or is seeking reimbursement.

**4.3.3 Fiscal Year End Required Reports.** On or before October 15, 2011 and, if this contract is extended, October 15, 2011, GRANTEE will submit fiscal year end required reports.

- a. **Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year in the following cost categories: (i) personnel and fringe benefits, reported separately, (ii) professional and consulting services, (iii) travel, (iv) equipment, (v) supplies, and (vi) other direct operating expenses.
- b. **Equipment Inventory Report.** GRANTEE will submit an Equipment Inventory Report which provides record of the current inventory of items purchased, disposed, replaced or transferred of any equipment purchased with grant funds.

**4.3.4 Annual Independent Financial Audit Report.** Unless otherwise noted on Exhibit C (Special Conditions), GRANTEE shall timely submit to the OAG a copy of its annual independent financial audit – “timely” means on or before May 31, 2012 and, if this contract is extended, on or

before May 31, 2013 for a grantee whose fiscal year ends on August 31 of each year; otherwise, the timely submission to the OAG is on or before nine (9) months after the end of GRANTEE's accounting year. GRANTEE will contract an independent CPA firm to perform an annual financial audit engagement. GRANTEE's independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of OMB Circular A-133 (audits of State, Local Government, and Non-Profit Organizations) and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

**4.3.5 Timing of Submission of Request for Reimbursement to the OAG; Close-Out Invoice.** GRANTEE is responsible for submitting bills in an accurate and timely manner, and shall make every reasonable effort to submit monthly billings to the OAG, which cover the previous month's expenses, so that they are received by the OAG on or before the twentieth (20<sup>th</sup>) day of each month, or if the 20<sup>th</sup> falls on a weekend or holiday, the next business day. The OAG will make all reasonable efforts to promptly process and make payments on properly completed billings. GRANTEE may submit a final invoice not later than the earlier of (1) forty-five (45) calendar days after termination of this contract; or (2) forty-five (45) calendar days after the end of each state fiscal year.

**4.3.6 Reimbursement of Actual and Allowable Costs.** The OAG shall only reimburse costs incurred and paid by GRANTEE during the term of this contract. The OAG shall only reimburse GRANTEE for employee costs that are directly related to performing the responsibilities of this contract.

**4.3.7 Refunds and Deductions.** If the OAG determines that GRANTEE has been overpaid grant funds under this contract, such as payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, GRANTEE shall refund that amount of the OAG reimbursement identified by the OAG as an overpayment. The OAG may offset and deduct the amount of the overpayment from any amount owed to GRANTEE, as a reimbursement, but not yet paid by the OAG to GRANTEE. The OAG may choose to require a payment directly from GRANTEE rather than offset and deduct a specified amount. GRANTEE shall refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

**4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination.** GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment or assets, which is available to the OAG at all times upon request.

GRANTEE will administer a program of maintenance, repair, and protection of equipment or assets under this contract so as to ensure the full availability and usefulness of such equipment or assets. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided under this contract, it shall use the proceeds to

repair or replace said equipment or assets.

To the extent that the OAG reimburses GRANTEE for its purchase of equipment and supplies with funds from this contract, GRANTEE agrees that upon termination of the contract, title to or ownership of all such purchased equipment and supplies, at the sole option of the OAG, shall remain with the OAG.

**4.3.9 Direct Deposit.** GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

## **SECTION 5 OBLIGATIONS OF OAG**

**5.1 Monitoring.** The OAG is responsible for closely monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this contract.

**5.2 Maximum Liability of OAG.** The maximum liability of the OAG is contained in the attached Exhibit A. Any change to the maximum liability must be supported by a written amendment to this contract.

**5.3 Reimbursement of Grantee Expenses.** The OAG shall be liable to reimburse GRANTEE for all actual and allowable allocable costs incurred by GRANTEE pursuant to this contract. The OAG is not obligated to pay unauthorized costs. In addition to other reasons, prior written approval from the OAG is required if GRANTEE anticipates altering the scope of the grant, adding funds to previously un-awarded budget categories, changing funds in any awarded budget category by more than 10% of the annual budget and/or adding new line items to any awarded budget category.

**5.4 Contract Not Entitlement or Right.** Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this contract. The OAG and GRANTEE agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, without first executing a written amendment to this contract. GRANTEE agrees that nothing in this contract will be interpreted to create an obligation or liability of the OAG in excess of the funds as stated in this contract.

**5.5 Funding Limitation.** GRANTEE agrees that funding for this contract is subject to the actual receipt of grant funds (state and/or federal) appropriated to the OAG and such funds are sufficient to satisfy all of OAG's duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this contract or arising out of any performance pursuant to this contract. GRANTEE agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of

the OAG for the purpose of this contract. **GRANTEE agrees that notwithstanding any other provision of this contract, if the OAG is not appropriated the funds or if the OAG does not receive the appropriated funds for the purpose of this grant program, or if the appropriated funds made for the purposes of this grant program, are deemed, in the sole discretion of the OAG, required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this contract.**

**SECTION 6 TERMINATION**

**6.1 Termination for Convenience.** Either Party may, at its sole discretion, terminate this contract in whole or in part, without recourse, liability or penalty, upon thirty (30) calendar days notice to the other party.

**6.2 Termination for Cause.** In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions and provisions of this contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this contract.

**6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions.** Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this contract.

Termination of this contract for any reason or expiration of this contract shall not release the Parties from any liability or obligation set forth in this contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this contract: Sections 4, 5, 7, 11 and 12.

**SECTION 7 AUDIT RIGHTS; RECORDS RETENTION**

**7.1 Duty to Maintain Records.** GRANTEE shall maintain adequate records to support its charges, procedures, and performances to the OAG for all work related to this contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the United States, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this contract.

**7.2 Records Retention.** GRANTEE shall maintain and retain for a period of four (4) years after the submission of the final expenditure report, or until full and final resolution of all audit or litigation matters which arise after the expiration of the four (4) year period after the submission of the final expenditure report, whichever time period is longer, such records as are necessary to fully disclose the extent of services provided under this contract, including but not limited to any daily



activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

**7.3 Audit Trails.** GRANTEE shall maintain appropriate audit trails to provide accountability for updates to mission critical information, charges, procedures, and performances. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of the system by tracing the activities of individuals through the system. GRANTEE's automated systems must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.

**7.4 Access and Audit.** GRANTEE shall grant access to and make available copies of all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this contract, compliance with the applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any contractor to discharge GRANTEE's obligations to likewise permit access to, inspection of, and reproduction of all books and records of the subcontractor(s) that pertain to this contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days advance notice of any such examination or audit.

**7.5 Location.** Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or its designees may reasonably require to perform the audits described in this contract.

**SECTION 8 SUBMISSION OF INFORMATION TO THE OAG**

The OAG will designate methods for submission of information to the OAG by GRANTEE. The OAG generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method.

**8.1 Programmatic Reports and Information (excluding Financial Reports).** All quarterly statistical reports, annual performance reports, correspondence, reports or notices, except financial reports specified below, must be submitted via email to:

OAG-Grants@oag.state.tx.us

If requested or approved by the OAG, other programmatic reports, may be submitted to:

Program Manager – Grants Administration Division  
Office of the Attorney General  
Mail Code 005  
Post Office Box 12548  
Austin, Texas 78711-2548

**8.2 Financial Reports (excluding Programmatic Reports and Information).** All financial status reports, requests for reimbursement, audits, and inventory reports, must be submitted in hard copy format to:

Financial Manager – Grants Administration Division  
Office of the Attorney General  
Mail Code 005  
Post Office Box 12548  
Austin, Texas 78711-2548

The Annual Independent Financial Audit and related documents, as well as any other reports, if requested or approved by the OAG, may be submitted to:

OAG-Grants@oag.state.tx.us

## SECTION 9 CORRECTIVE ACTION PLANS AND SANCTIONS

The Parties agree to make a good faith effort to identify, communicate and resolve problems found by either the OAG or GRANTEE.

**9.1 Corrective Action Plans.** If the OAG finds deficiencies with GRANTEE's performance under this contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

**9.2 Financial Hold.** Failure to comply with submission deadlines for required reports, invoices, or other requested information, may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

**9.3 Sanctions.** In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withhold or suspend funding, offset previous reimbursements, require repayment, disallow claims for reimbursement, reduce funding, terminate this contract and/or any other appropriate sanction.

**9.4 No Waiver.** Notwithstanding the imposition of corrective actions, financial hold and/or sanctions, GRANTEE remains responsible for complying with the contract terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this contract.

## SECTION 10 GENERAL TERMS AND CONDITIONS

**10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, OMBs and Other Relevant Authorities.** GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, OMB circulars, or any other authorities relevant to the performance of GRANTEE under this contract.

**10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances.** GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies as well as the Uniform Grant Management Act of 1981 (UGMA), Texas Government Code, Chapter, 783, as amended, GRANTEE agrees to comply with Uniform Grant Management Standards (UGMS), as promulgated by the Governor's Budget and Planning Office. Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, as contained in the Application Kit, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance with UGMS and the applicable OMB circulars, return of grant funds in the event of loss or misuse, and conflict of interest.

**10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles.** GRANTEE shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE, and follow OAG fiscal management policies and procedures in processing and submitting for reimbursement GRANTEE's billing and maintaining financial records related to this contract.

**10.4 Conflicts of Interest; Disclosure of Conflicts.** GRANTEE has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this contract or in connection with this contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to their performance under this contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to their performance under this contract.

**10.5 Compliance with Regulatory and Licensing Bodies.** GRANTEE agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this contract and currently is in good standing with all regulatory agencies that regulate any or all aspects of GRANTEE's business or operations. GRANTEE agrees to remain in good standing with the Texas Secretary of State, Texas Comptroller of Public Accounts and related Federal governmental bodies related to GRANTEE's right to conduct it business in Texas. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance, state, or federal laws. If GRANTEE is a law enforcement agency regulated by Chapter 1701, Texas Occupations Code, GRANTEE agrees that it is in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

## SECTION 11 SPECIAL TERMS AND CONDITIONS

**11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement.** GRANTEE expressly agrees that it is an independent contractor and under no circumstances shall any owners, incorporators, officers, directors, employees, or volunteers of GRANTEE be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of OAG.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of their contractors shall be considered to be solely the employees or agents of GRANTEE or the contractors. GRANTEE or contractors shall be responsible for ensuring that there is payment of any and all appropriate payments, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

**GRANTEE or contractors are responsible for all types of claims whatsoever due to the actions or performance under this contract, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties and GRANTEE and/or contractors will indemnify and hold harmless the OAG and/or the State of Texas from and against any and all claims arising out of their actions or performance under this contract. GRANTEE agrees to indemnify and hold harmless the OAG and/or the State of Texas from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from or are occasioned by the negligence, misconduct, or wrongful act or omission of GRANTEE, its employees, representatives, agents, or subcontractors in their performance under this contract.**

**11.2 Publicity.** GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement or public service disclosure relating to this contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining the written consent from the OAG. This section is not intended and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

**11.3 Intellectual Property.** GRANTEE understands and agrees that where funds obtained under this contract may be used to produce original books, manuals, films, or other original material and intellectual property, GRANTEE may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and GRANTEE hereby grants to the OAG or the state (or federal government, if federal funds are expended in this grant) government. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate at its sole discretion, any component of such intellectual property made the subject of

this contract.

**11.4 Program Income.** Gross income directly generated from the grant funds through a project or activity performed under this contract are considered program income. Unless otherwise required under the terms of this contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this contract term; program income not expended in this contract term shall be refunded to the OAG.

**11.5 No Supplanting.** GRANTEE shall not supplant or otherwise use funds from this contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this contract.

**11.6 No Solicitation or Receipt of Funds on Behalf of OAG.** It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

**11.7 No Subcontracting or Assignment Without Prior Written Approval of OAG.** GRANTEE may not subcontract or assign any of its rights or duties under this contract without the prior written approval of the OAG. It is within the OAG's sole discretion to approve any subcontracting or assignment. In the event OAG approves subcontracting or assignment by GRANTEE, GRANTEE will ensure that its contracts with others shall require compliance with the provisions of this contract to the extent compliance is needed to support GRANTEE's compliance with this contract. GRANTEE, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this contract and that the OAG shall not be liable in any manner to GRANTEE's subcontractor(s).

**11.8 No Grants to Certain Organizations.** GRANTEE confirms that by executing this contract that it does not make contributions to campaigns for elective office or endorse candidates.

**11.9 No Waiver of Sovereign Immunity.** The Parties agree that no provision of this contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

**11.10 Governing Law; Venue.** This contract is made and entered into in the State of Texas. This contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this

contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consent to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts, the suit, action or proceeding is brought in an inconvenient forum and/or the venue is improper.

**11.11 Limitation on Civil Legal Services Providers.** If GRANTEE is a provider of civil legal services to victims of crime, and if the purpose of the grant funds is to provide legal services to victims of crime, GRANTEE shall comply with the following:

**11.11.1 Services to Indigent Clients.** GRANTEE shall provide victim-related civil legal services directly to indigent victims, indigent immediate family members of indigent victims, or indigent claimants. "Indigent" means an individual who earns not more than 187 ½% of the federal poverty guidelines published by the United States Department of Health and Human Services. Victims, immediate family members of victims and claimants are defined in Article 56.32 of the Code of Criminal Procedure.

**11.11.2 Eligibility Screening.** GRANTEE shall conduct eligibility screening for each individual seeking victim-related civil legal services. GRANTEE agrees to use the intake screening form supplied by the OAG. A copy of all intake screening forms shall be maintained by GRANTEE in a central location and shall be made available to the OAG or any party the OAG determines should have access to the documents at any reasonable time.

**11.11.3 No Cases Resulting in Fees.** Grant funds to organizations to provide legal services to the victims of crime, immediate family members or claimants in civil matters shall not be used for any case or matter that, if undertaken on behalf of an indigent person by an attorney in private practice, might reasonably be expected to result in payment of a fee for legal services from an award to a client from public funds, or from the opposing party.

The above provisions of may not be applicable in any case where GRANTEE determines in good faith that the indigent person seeking legal assistance has made reasonable efforts to obtain the services of an attorney in private practice for the particular matter (including contacting attorneys in private practice in the county of residence of the indigent person who normally accept cases of a similar nature), and has been unable to obtain such services because the potential fee is inadequate, is likely to be uncollectible, would substantially consume any recovery by the client, or because of any other reason which the organization, acting in good faith, believes prevents the client from obtaining the services of a private attorney.

**11.11.4 Other Restrictions.** Grant funds shall not be used to directly fund class action suits, lawsuits against governmental entities, or lobbying for or against any candidate or issue. Grant funds shall not be used to sue or otherwise support a cause of action, claim, or defense against the State of Texas or the Office of the Attorney General, except as specifically provided below.

Grant funds may be used to support a lawsuit brought by an individual, solely on behalf of the individual or the individual's dependent or ward, to compel a governmental entity to provide benefits that the individual or the individual's dependent or ward is expressly eligible to receive, by statute or regulation, including social security benefits, temporary assistance to needy families, financial assistance under Chapter 31, Human Resources Code, food stamps, special education for persons with disabilities, Medicare, Medicaid, subsidized or public housing, and other economic, shelter or medical benefits provided by a government directly to an indigent individual, but not to support a claim for actual or punitive damages.

Grant funds shall not be used to support any legal action seeking to establish, obtain or appeal Compensation for Crime Victims payments as administered by the Office of the Attorney General.

**11.11.5 Cooperation and Collaboration.** GRANTEE will cooperate and collaborate in their service areas with (a) all other organizations providing civil legal services to the indigent, (b) the local organized bar, (c) relevant social and human service organizations, (d) relevant governmental agencies, and (e) other organizations that specifically provide victim related services.

**11.11.6 Professional Conduct.** In accepting and pursuing matters for clients, GRANTEE shall adhere to the Texas Disciplinary Rules of Professional Conduct and the Texas Rules of Disciplinary Procedure and any other code or rules of professional responsibility adopted by this state for attorneys and should exercise reasonable prudent judgment and consider all relevant factors, including the legal merits and the economic and practical value of the matter.

**11.11.7 Retainer Agreements and Private Referrals.** Except for matters involving limited advice and brief services (e.g. clinics, hotlines, and similar services), each grantee shall execute a written retainer agreement, or letter of engagement, containing appropriate provisions for withdrawal of representation, with each client who receives legal services from the grantee. For cases that are referred by grantees to private attorneys, the grantee shall make available to the accepting attorney a standard form retainer agreement which may be modified based on agreement between the attorney and client.

The OAG, at its sole discretion, may further limit, authorize or define the scope of permitted legal services by GRANTEE.

## **SECTION 12 CONSTRUCTION OF CONTRACT AND AMENDMENTS**

**12.1 Construction of Contract.** The provisions of Section 1 are intended to be a general introduction to this contract. To the extent the terms and conditions of this contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this contract.

**12.2 Entire Agreement, including All Exhibits.** This contract, including all exhibits reflect the



entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties relative to such subject matter. By executing this contract, GRANTEE agrees to strictly comply with the requirements and obligations of this contract, including all exhibits.

**12.3 Amendment.** This contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

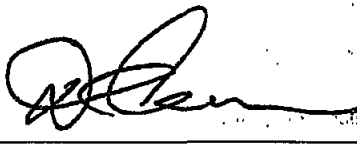
**12.4 Partial Invalidity.** If any term or provision of this contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

**12.5 Non-waiver.** The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this contract.

**12.6 Official Capacity.** The Parties stipulate and agree that the signatories hereto are signing, executing and performing this contract only in their official capacity.

**OFFICE OF THE ATTORNEY  
GENERAL**

**NAVARRO COUNTY DISTRICT  
ATTORNEY'S OFFICE**



Printed Name: Don Clemmer  
Deputy Attorney General for Criminal Justice  
Office of the Attorney General

Printed Name: H.M. DAVENPORT, JR.  
Authorized Official

Date: 8-30-11

Date: August 22, 2011

**EXHIBIT A**

**GRANT CONTRACT BETWEEN  
THE OFFICE OF THE ATTORNEY GENERAL  
AND NAVARRO COUNTY DISTRICT ATTORNEY'S OFFICE**

**OAG Contract No. 1226992**

**Maximum Liability of the OAG.** The OAG and GRANTEE stipulate and agree that the total liability of the OAG to GRANTEE directly or indirectly arising out of this contract and in consideration of full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this contract or arising out of any performance herein, shall not exceed the following:

**TWENTY-SEVEN THOUSAND ONE HUNDRED FORTY-NINE AND 00/100 (\$27,149)  
DOLLARS.**

**Budget.** Subject to the limitations within this contract, the OAG will reimburse GRANTEE for actual allowable and allocable costs paid according to the following amounts and budget categories:

<b>Budget Category</b>	<b>State Fiscal Year 2012</b>
Personnel	\$17,500
Fringe Benefits	\$8,199
Professional & Consultant Services	\$0
Travel	\$1,150
Equipment	\$0
Supplies	\$0
Other Direct Operating Expenses	\$300
<b>Total</b>	<b>\$27,149</b>

**EXHIBIT B**

**GRANT CONTRACT BETWEEN  
THE OFFICE OF THE ATTORNEY GENERAL  
AND NAVARRO COUNTY DISTRICT ATTORNEY'S OFFICE**

**OAG Contract No. 1226992**

**GRANT NARRATIVE**

Only the FY 2012 portion of the final Narrative applies to this contract as submitted by GRANTEE, and as further modified by the OAG:

The Victim Assistance Coordinator (VAC) will maintain working relationships with all law enforcement agencies to ensure that offense reports of crimes that involve victims are forwarded to the District Attorney's office in a prompt manner. The VAC will review these offense reports, create a victim file, and make contact with the victims. A Victim Information Packet will be sent to the victim that will include a cover letter, information regarding crime victims' rights, a Victim Impact Statement, an application for the Texas Crime Victims' Compensation Program (CVC), and a resources and referral form. A Victim Information Packet will be provided to all victims of violent crime within 10 days of the date the Information or Indictment is returned. When Victim Impact Statements are returned, the VAC will process them immediately. The VAC will also process CVC applications as they are returned. The VAC will notify victims, if requested, of relevant court proceedings. The VAC will assist in the calculation of restitution by collecting supporting documentation. The VAC will follow-up with victims. The VAC will also assist in preparing victim witnesses for court and provide court accompaniment. The VAC will screen and assist with protective orders as well.

These activities will help achieve our agency's project goals by increasing victim awareness and will help victims navigate the sometimes confusing criminal and civil justice systems.

**EXHIBIT C****GRANT CONTRACT BETWEEN  
THE OFFICE OF THE ATTORNEY GENERAL  
AND NAVARRO COUNTY DISTRICT ATTORNEY'S OFFICE**OAG Contract No. 1226992**SPECIAL CONDITIONS**

Special Conditions are imposed by the OAG, at its sole discretion. In addition to the ones identified in this exhibit to this contract, the OAG may, at its sole discretion, impose additional special conditions, with or without notice, without amending this contract.

The OAG is placing GRANTEE on immediate financial hold, without further notice, until all Special Conditions, if any, listed in this Exhibit are met.

The following Special Conditions apply to this contract:

- Submit revised budget to reflect one grant funded staff providing at least 20 hours per week direct victim services or two grant funded staff providing at least 10 hours per week each direct victims services, or request an exception.

#18

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AFFIDAVIT SUBMITTED BY  
Frank Hull  
NAVARRO COUNTY TREASURER

STATE OF TEXAS

COUNTY OF NAVARRO

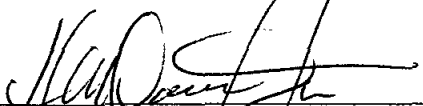
For July 2011

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

I, Frank Hull, Navarro County Treasurer, on this 22 Th day of August, 2011 present to the Navarro County Commissioners Court the Monthly Financial Report for the month ending on July, 31, 2011 for the Court to review and approve. According to the report, Navarro County had cash on hand in the amount of \$ 8,337,362.63. Bank collateral for deposits held at Depository Bank was \$ 22,490,604.29. Collateralization is 270% of deposits. Also, other assets totaling \$ 2,798,632.13 are being held by the Treasurer's office. The total interest for all accounts for the month of July, 2011 was \$ 6038.79 The total disbursements for the month of July, 2011 were \$ 2,868,564.25 This report is in compliance with section 114.026 of the Local Government Code, so therefore we hereby execute this affidavit for publication.

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

Signed and executed this 22 Th day of August, 2011.

  
\_\_\_\_\_  
H. M. Davenport Jr. - County Judge

  
\_\_\_\_\_  
Richard Martin - Commissioner Pct 2


  
\_\_\_\_\_  
Kit Herrington - Commissioner Pct 1

  
\_\_\_\_\_  
David Warren - Commissioner Pct 3

  
\_\_\_\_\_  
James Olsen - Commissioner Pct 4

SWORN AND SUBSCRIBED TO BEFORE ME, this 22 Th day of August, 2011 by H. M. Davenport, Jr., Kit Herrington, Richard Martin, David Warren, and James Olsen, in their official capacities as the members of the Navarro County Commissioners Court.



  
\_\_\_\_\_  
Sherry Dowd - Navarro County Clerk

**Pledge Security Listing**  
July 31, 2011

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Cusip	ID	Description	Safekcep	Receipt	Face	Current Par	Cpn	Call	Mature	Moody	S&P	Fitch	F115	Book	Market	Gain
<b>NAVARRO COUNTY</b>																
31294KSF3	1174	FHLMC E01418	FHLB	xxx	3,500,000	745,506	4 00		07/01/18	AAA	AAA	AAA	HTM	744,448 76	785,936 05	41,487 28
3128H7QU9	1430	FHLMC E99467	FHLB	x	3,000,000	460,961	4 00		09/01/15	AAA	AAA	AAA	HTM	460,737 84	475,917 51	15,179 67
3128MBEW3	1938	FHLMC G12649	FHLB	x	3,800,000	918,177	5 50		05/01/22	AAA	AAA	AAA	HTM	917,444 57	997,644 78	80,200 20
3128NGGH2	1951	FHLMC 1H1400	FHLB	x	1,999,995	750,982	5 95		05/01/37	AAA	AAA	AAA	HTM	749,230 98	788,531 58	39,300 61
31403C3H2	2055	FNMA 745290	FHLB	x	1,400,000	466,884	4 50		04/01/20	AAA	AAA	AAA	HTM	466,884 00	497,388 90	30,504 89
3140ZDFS4	2177	FNMA 725677	FHLB	x	7,088,298	1,781,254	4 50		06/01/19	AAA	AAA	AAA	HTM	1,771,236 16	1,892,035 67	120,849 52
31410G2P7	2182	FNMA 889182	FHLB	x	6,109,485	2,528,082	5 00		01/01/21	AAA	AAA	AAA	HTM	2,534,687 46	2,716,044 57	181,357 12
3128MBTJ6	2412	FHLMC G13053	FHLB	y	2,200,000	856,424	4 50		04/01/23	AAA	AAA	AAA	HTM	868,041 76	909,651 28	41,609 52
31417YMF1	2424	FNMA MA0357	FHLB	x	7,839,882	5,524,337	4 00		02/01/20	AAA	AAA	AAA	HTM	5,651,509 57	5,819,336 61	167,827 04
31417YMF1	2424	FNMA MA0357	FHLB	x	979,985	690,542	4 00		02/01/20	AAA	AAA	AAA	HTM	706,438 70	727,417 08	20,978 38
31416RTG8	2435	FNMA AA7750	FHLB	x	9,686,000	6,580,419	4 00		08/01/24	AAA	AAA	AAA	HTM	6,692,073 14	6,880,650 26	188,577 12
726 NAVARRO COUNTY					47,603,642	21,303,588								21,562,732 93	22,490,604 29	927,871 35

Reference to Interest Rate Shifts represent a shift in the Treasury Curve. Actual Market Yield shift on Individual Securities may differ. See the report 'Market Yield Shift Assumptions' for more information.

Other Reports



1-800-922-9850, mcplanning.com

Report Set Page # 237  
07/27/11 - 3:50:31 PM

Although the information in this report has been obtained from sources believed to be reliable, its accuracy cannot be guaranteed. s:\Operational Departments\Accounting Department\Portfolio\mcp portfolio files\PledgeRpt72011.csv  
Version 5/12/2011

#1  
19

715

Navarro County  
July 2011  
Financial Report  
by Fund

	Budget	Current Month	YTD
<b>General Fund:</b>			
<b>Revenues</b>			
Property Taxes	12,561,014.00	171,500.79	12,402,396.98
Other	4,734,999.00	264,543.15	3,180,338.38
<b>Total</b>	<b>17,296,013.00</b>	<b>436,043.94</b>	<b>15,582,735.36</b>
<b>Expenditures</b>			
Commissioner's Court	81,760.00	5,263.61	62,279.84
Planning & Dev.	320,293.00	22,272.08	235,792.99
County Clerk	560,176.00	35,668.90	472,817.07
District Clerk	396,113.92	29,332.80	320,130.61
Veterans' Service	20,042.00	1,515.48	16,098.39
Non Departmental	1,963,426.00	158,213.24	1,236,053.12
Information Systems	90,038.00	9,188.04	64,628.62
HAVA	0.00	0.00	1,920.73
Elections	173,283.00	9,027.17	168,313.11
Courthouse	917,312.73	65,538.44	505,858.25
Extension	204,565.00	13,269.86	164,619.42
Historical Commission	5,500.00	44.00	2,176.76
County Judge	250,364.00	16,761.30	201,497.67
District Court	708,781.00	55,749.58	471,363.22
JP Pct 1	174,845.70	13,295.05	146,812.58
JP Pct 2	172,679.70	12,867.08	143,012.41
JP Pct 3	166,449.83	13,018.54	138,678.09
JP Pct 4	194,015.54	12,825.58	164,004.98
District Attorney	818,453.00	53,065.34	607,581.52
Law Library	5,402.00	902.75	4,705.10
County Auditor	445,980.00	34,158.02	372,940.20
County Treasurer	135,823.80	9,994.69	115,480.68
Tax Assessor/Collector	492,865.32	36,594.24	395,387.78
County Jail	4,924,393.00	482,221.32	3,982,272.51
Constable Pct 1	38,147.75	3,316.42	29,760.30
Constable Pct 2	32,006.00	1,912.40	18,989.70
Constable Pct 3	10,903.00	788.72	9,390.94
Constable Pct 4	36,116.00	2,952.85	25,340.48
Sheriff	3,082,625.32	272,649.53	2,502,933.94
Sheriff Communications	690,764.28	53,781.82	553,695.47
Highway Patrol	82,114.00	6,328.17	68,736.45
License & Weights	3,400.00	1,135.54	2,339.51
Emergency Mgt	83,600.00	275.59	21,088.45
CSCD	12,475.00	903.22	8,676.80
Juvenile Expenditures	108,937.00	7,174.09	70,974.16
Indigent Health	629,877.72	0.00	472,543.51
<b>Total</b>	<b>18,033,528.61</b>	<b>1,442,005.46</b>	<b>13,778,895.36</b>
<b>General Net</b>	<b>(737,515.61)</b>	<b>(1,005,961.52)</b>	<b>1,803,840.00</b>

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Navarro County  
July 2011  
Financial Report  
by Fund

	Budget	Current Month	YTD
<b>Flood Control</b>			
<b>Revenues</b>			
Property Taxes	235,779.00	3,115.89	229,051.57
Other	2,000.00	0.00	1,950.02
Total	237,779.00	3,115.89	231,001.59
<b>Expenditures</b>	400,000.00	42,419.60	154,367.03
<b>Flood Control Net</b>	<b>(162,221.00)</b>	<b>(39,303.71)</b>	<b>76,634.56</b>
<b>Debt Service</b>			
<b>Revenues</b>			
Property Taxes	467,542.00	6,987.20	505,291.73
Other	500.00	0.00	1,408.68
Total	468,042.00	6,987.20	506,700.41
<b>Expenditures</b>	533,030.00	0.00	500,340.00
<b>Debt Svc. Net</b>	<b>(64,988.00)</b>	<b>6,987.20</b>	<b>6,360.41</b>
<b>Road &amp; Bridge Pct. 1</b>			
<b>Revenues</b>			
Property Taxes	681,307.00	9,279.64	668,901.69
State of TX	23,000.00	0.00	16,904.55
Vehicle Registration	225,000.00	0.00	165,034.37
Fines & Forfeitures	135,000.00	0.00	84,819.63
Other	1,000.00	784.70	16,464.40
Total	1,065,307.00	10,064.34	952,124.64
<b>Expenditures</b>			
Personnel	449,795.00	29,306.08	313,071.69
Supplies	389,000.00	23,570.91	307,603.55
Other Svcs & Charges	140,800.00	14,075.39	128,817.98
Capital Outlay	95,192.00	7,813.29	77,204.55
Total	1,074,787.00	74,765.67	826,697.77
<b>R &amp; B #1 Net</b>	<b>(9,480.00)</b>	<b>(64,701.33)</b>	<b>125,426.87</b>
<b>Road &amp; Bridge Pct. 2</b>			
<b>Revenues</b>			
Property Taxes	681,307.00	9,279.64	668,901.68
State of TX	23,000.00	0.00	16,904.55
Vehicle Registration	225,000.00	0.00	165,034.38
Fines & Forfeitures	135,000.00	0.00	84,819.58
Other	1,000.00	0.00	1,937.32
Total	1,065,307.00	9,279.64	937,597.51
<b>Expenditures</b>			
Personnel	529,653.00	35,240.71	398,675.63
Supplies	358,000.00	10,409.86	266,800.15
Other Svcs & Charges	404,100.00	4,725.25	92,470.90
Capital Outlay	73,608.00	5,550.65	62,414.29
Total	1,365,361.00	55,926.47	820,360.97
<b>R &amp; B # 2 Net</b>	<b>(300,054.00)</b>	<b>(46,646.83)</b>	<b>117,236.54</b>



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Navarro County  
July 2011  
Financial Report  
by Fund

	Budget	Current Month	YTD
<b>Road &amp; Bridge Pct. 3</b>			
<b>Revenues</b>			
Property Taxes	681,307.00	9,279.63	668,901.64
State of TX	23,000.00	0.00	16,904.55
Vehicle Registration	225,000.00	0.00	165,034.38
Fines & Forfeitures	135,000.00	0.00	84,819.63
Other	1,000.00	0.00	51,032.68
Total	1,065,307.00	9,279.63	986,692.88
<b>Expenditures</b>			
Personnel	509,743.00	38,920.32	416,504.42
Supplies	475,000.00	87,677.77	385,501.36
Other Svcs & Charges	113,163.00	9,834.33	94,603.59
Capital Outlay	41,353.00	3,425.87	42,758.98
Total	1,139,259.00	139,858.29	939,368.35
<b>R &amp; B #3 Net</b>	<b>(73,952.00)</b>	<b>(130,578.66)</b>	<b>47,324.53</b>
<b>Road &amp; Bridge Pct. 4</b>			
<b>Revenues</b>			
Property Taxes	681,307.00	9,279.64	668,901.62
State of TX	23,000.00	0.00	16,904.53
Vehicle Registration	225,000.00	0.00	165,034.39
Fines & Forfeitures	135,000.00	0.00	84,819.63
Other	750.00	0.00	2,445.82
Total	1,065,057.00	9,279.64	938,105.99
<b>Expenditures</b>			
Personnel	488,905.00	29,853.22	350,064.17
Supplies	535,000.00	14,355.02	454,738.24
Other Svcs & Charges	117,750.00	7,419.86	94,075.99
Capital Outlay	54,468.00	1,622.32	16,223.20
Total	1,196,123.00	53,250.42	915,101.60
<b>R &amp; B # 4 Net</b>	<b>(131,066.00)</b>	<b>(43,970.78)</b>	<b>23,004.39</b>
<b>Taxes Recorded for July 2011</b>			
General Fund		167,005.20	12,569,402.18
Flood Control		3,025.68	232,077.25
Debt Service		6,793.29	512,085.02
Road & Bridge		35,998.75	2,711,605.38
Total		<u>212,822.92</u>	<u>16,025,169.83</u>

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NAVARRO COUNTY, TEXAS  
AD VALOREM TAX ALLOCATION  
FOR THE MONTH OF JULY, 2011

FUND		AMOUNT
GENERAL		167,005.20
DEBT SERVICE		6,793.29
FLOOD CONTROL		3,025.68
ROAD & BRIDGE		
PRECINCT 1	8,999.69	
PRECINCT 2	8,999.69	
PRECINCT 3	8,999.69	
PRECINCT 4	8,999.68	
TOTAL ROAD & BRIDGE		35,998.75
TOTAL ALLOCATION		212,822.92

REVOLVING & CLEARING CHECKS SHOULD BE ISSUED TO  
THE LISTED FUNDS AS SHOWN ABOVE.

ALLOCATED BY: 

#20

719

**AMENDMENT NO. 3**  
**TO**  
**CONTRACT NO. CS0983**  
**BETWEEN**  
**THE COUNTY OF NAVARRO**  
**AND**  
**COMPTROLLER OF PUBLIC ACCOUNTS**  
**STATE ENERGY CONSERVATION OFFICE (SECO)**  
**RELATED TO**  
**AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)**  
**ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG)**

This Amendment No. 3 (Amendment) to the Contract No. CS0983 (Agreement) is entered into by and between the Comptroller of Public Accounts (Comptroller) and the County of Navarro (Subrecipient).

**I. Recitals**

**WHEREAS**, Comptroller and Subrecipient entered into the Agreement effective December 22, 2010;

**WHEREAS**, Comptroller and Subrecipient entered into Amendment No. 1 effective April 13, 2011 to amend the Attachment G, Statement of Work and Budget to the Agreement;

**WHEREAS**, Comptroller and Subrecipient entered into Amendment No. 2 effective June 03, 2011 to amend the Attachment G, Statement of Work and Budget to the Agreement;

**WHEREAS**, the Comptroller and Subrecipient desire to execute this Amendment to amend the Attachment G, Statement of Work and Budget to the Agreement; and

**NOW, THEREFORE**, in consideration of mutual covenants and agreements herein contained Comptroller and the Subrecipient agree to the following amendment to the Agreement:

**II. Amendment**

The parties agree to amend the Agreement by deleting Attachment G, Statement of Work and Budget to the Agreement in its entirety and replacing it with Attachment G, Statement of Work and Budget, attached to and incorporated into this Amendment as Exhibit 1.

III. Incorporation of Amendments

- A. This Amendment, together with the Agreement and any prior amendments, represents the entire agreement between the parties concerning the subject matter of this Amendment and supersedes any and all prior or contemporaneous oral or written statements, agreements, correspondence, quotations or negotiations.
- B. In the event of conflicting language between the Agreement, any prior amendments, and the language in this Amendment, the language in this Amendment shall control.
- C. Except as expressly amended herein, all other terms of the Agreement as amended, remain unchanged, are in full force and effect, and are ratified and affirmed by the parties. By their execution and delivery of this Amendment neither party waives or releases any default hereunder.

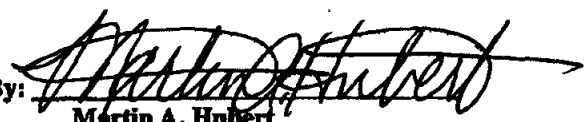
IV. Signatories

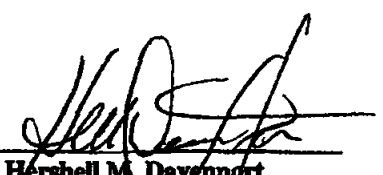
The undersigned signatories represent and warrant that they have full authority to enter into this Amendment on behalf of the respective parties named below.

IN WITNESS WHEREOF, the parties have executed this Amendment in duplicate originals, each of which shall constitute only one instrument.

COMPTROLLER OF PUBLIC ACCOUNTS

County of Navarro

By:   
 Martin A. Hubert  
 Deputy Comptroller

By:   
 Hershell M. Davenport  
 County Judge

Date: 9/7/11

Date: August 22, 2011

**ATTACHMENT G**  
Statement of Work and Budget-Amendment #3

**County of Navarro – Energy Efficiency and Conservation Block Grant Program**

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

This project involves retrofitting an existing roof with a new energy efficient roof, and retrofitting existing HVAC units with new energy efficient HVAC units.

**Approved Budget Per Cost Category and Payment:**

COST CATEGORY	BUDGET
Audit	\$0.00
Consultant	\$0.00
Travel	\$0.00
<b>Subcontractor</b>	<b>\$115,153.00</b>
Project equipment	\$0.00
Other Direct Operating Expense	\$0.00
<b>Total Budget</b>	<b>\$115,153.00</b>
<b>Funds Leveraged</b>	\$0.00

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

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

Task	Timeline
Retrofit three existing 10 year or older HVAC units with new 14 SEER or higher HVAC units at the Navarro County Justice Center (312 W. 2 <sup>nd</sup> Ave, Corsicana, Texas 75110)	June 2010 – September 2011
Install new cool roof composed of ½” expanded polystyrene insulation covered with a white, 40 mil, single-ply membrane on top of the old tarpaper roof after removing the dirt and debris at the Navarro County Justice Center (312 W. 2 <sup>nd</sup> Ave, Corsicana, Texas 75110).	March 2011- March 2012

*Please note buildings over 44 years of age will require review and release by the Texas Historical Commission prior to engaging in an activity.*

# 21

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# Software Key Upgrade Agreement

Original Software Key Serial No. 886328  
 Replacement Software Key Serial No. TBD  
 Client Name: 13<sup>th</sup> DISTRICT COURT NAVARRO COUNTY

This agreement has been entered into by and between Advanced Translations Technology, Inc., DBA ProCAT (hereinafter referred to as "ATT") and Leslie Turk (Navarro) ("Client") located at: 300 W. 30<sup>th</sup> Ave Corsicana in the State of TX. Client has been licensed to use the software key serial number: 886328 ("Old Key"). Client would like to upgrade the Old Key to be compatible with a new computer. ATT agrees to sell a replacement software key ("New Key") to the Client. The parties hereby agree as follows: **Client Agreement:** Client agrees: (1) to pay an **upgrade fee of \$ 85.00** plus applicable sales tax, shipping and handling charges, (2) to use the New Key only on one computer at one time and never on a Local Area Network. (3) The New Key remains a property of ATT and Client is not allowed to sell, transfer or otherwise make the New Key accessible to any one other than the Client. (4) Use of any software or hardware apparatus to circumvent the key or disable the New Key or the Old Key is expressly prohibited. (5) Any software update transmitted to the client electronically or via a common carrier for use with the Old Key or the New Key is for the exclusive use of the Client, Client may not, under any circumstances, copy or make available any update to any one including an independent scoper. (6) **Client agrees to return the Old Key within 60-days of receipt of the New Key.** (7) **Client agrees to return the Old Key to ATT at its sole expense using a common carrier and insure the key for its full value (\$3,995.00).** (8) **If Client fails to return the Old Key to ATT within the prescribe time, ATT at its sole discretion will bill for the full valued of the Client's credit card number: \_\_\_\_\_ EXP: \_\_\_\_\_ Sec Code: \_\_\_\_\_.** Client expressly waives all its rights under any credit card agreement to dispute the charges. (9) Client may use the key in accordance with the terms of a Single-User Software Licensing Agreement - an updated copy of which is available to the Client by calling (800) 966-1221 or electronic agreement during software installation. (10) Client at its sole discretion may insure the New Key for its full value against loss.

**ATT Agreement:** ATT agrees to provide software update(s) and technical assistance to the Client if the Client maintains a Software Support Policy. Software updates will be announced periodically via email. Software updates are made available to our clients who maintain a support plan. Clients without a support plan may purchase an individual update or pay a support fee of \$75 per incident (during our business hours).

**LIMITED WARRANTY.** ATT warrants the magnetic media on which the ProCAT programs are recorded and the New Key to be free from defects in material or faulty workmanship, in normal use and service for a period of one 30-days from the day the Materials and the New Key are shipped to you. If, during this one-month period, a defect in the media should appear, and you have executed and returned a copy of this agreement, the media may be returned to ATT for replacement without charge. EXCEPT FOR THE WARRANTY DESCRIBED IN THIS PARAGRAPH, THERE ARE NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE EXPRESSLY AND SPECIFICALLY DISCLAIMED. YOU AGREE TO USE THE MATERIALS AT YOUR OWN RISK. SOFTWARE RETURNS ARE SUBJECT TO A RESTOCKING FEE WITHIN 10-DAYS OF DELIVERY. RETURNS ARE NOT ACCEPTED AFTER 10-DAYS OF DELIVERY. THE SOFTWARE AND MATERIAL IS BEING SOLD ON AS-IS CONDITION WITH ALL ITS FLAWS.

**LIABILITY.** You agree that regardless of the form of any claim, ATT's liability for any damages to you or to any other party shall not exceed the license fee paid for the Materials. IN NO EVENT SHALL ATT BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, EVEN IF ATT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

**GOVERNING LAW.** This Agreement is to be governed by and interpreted in accordance with the laws of the State of California. If any provision of this Agreement in any way contravenes the laws of the state or jurisdiction in which this Agreement is to be performed, such provision shall be deemed to be deleted and, if any term of this Agreement shall be declared by final adjudication to be illegal or contrary to public policy, it shall not affect the validity of the any other term or provision of this Agreement.

**WHOLE AGREEMENT.** This Agreement constitutes the entire Software Key Upgrade Agreement between Client and ATT.

**Accepted:**  
 Advanced Translations Technology, Inc.

**Agreed:**  
 Name: [Signature] Date: 8-22-11  
 (signature)

\_\_\_\_\_  
 Date

H.M. DAUENPONT, Jr. County Judge  
 (Print Name and Title)