

NAVARRO COUNTY COMMISSIONER'S COURT

A Special meeting of the Navarro County Commissioner's Court was held on Monday, the 26th day of November, 2012 at 10:00 a.m., in the County Courtroom of the Navarro County Courthouse in Corsicana Texas. Presiding Judge HM Davenport, Commissioners Present Kit Herrington, David Warren, Dick Martin, and James Olsen.

1. 10:02 A.M. Motion to convene by Comm. Herrington sec by Comm. Warren
All voted aye motion carried
2. Opening prayer by Judge Davenport
3. Pledge of Allegiance
4. Public Comments-Amber McNutt & Bobby Vickery-courthouse restoration

CONSENT AGENDA

Motion to approve the consent agenda items 5-7 by Comm. Martin sec by Comm. Olsen
All voted aye motion carried

5. Motion to approve the minutes from the previous meetings of November 8th, 2012 and November 14th, 2012
6. Motion to approve and pay bills as submitted by the County Auditor including current bills and payroll (paid 11/15/2012).
7. Motion to approve the update to the "Declaration of Compliance" as accepted by the Texas State Library naming Frank Hull the current records manager for the Treasurer's Office using Schedule GR in pursuant to the Local Government Records Act-LGC 203.041 (a)(2) **TO WIT PG 1065**

REGULAR AGENDA

8. No action taken on burn ban remains off
9. Strike Tax Report, Russell Hudson
10. Motion to approve the Treasurer's report for September 2012, Frank Hull by Comm. Herrington sec by Comm. Martin **TO WIT PG 1066-1067**
All voted aye motion carried

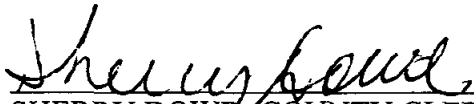
11. Motion to approve Employee's responsibility for payment of their random drug and alcohol test when they test positive for drugs or alcohol by Comm. Warren sec by Comm. Olsen
All voted aye motion carried
12. Motion to approve accepting Agreement from MEN Water Supply Corp. for permission to cross SECR 3020, Pct. 2 by Comm. Martin sec by Comm. Olsen
All voted aye motion carried **TO WIT PG 1068-1077**
13. Motion to approve changing Commissioners Court meeting from Monday, Dec. 24, 2012 to Thursday Dec. 20th due to Christmas Holiday by Comm. Olsen sec by Comm. Martin
All voted aye motion carried
14. Motion to approve consideration of approving FY 2012 Chapter 59 Asset Forfeiture Report for Navarro County Sheriff's Office by Comm. Martin sec by Comm. Olsen
All voted aye motion carried **TO WIT PG 1078-1083**
15. Motion to approve the consideration of approving FY 2012 Chapter 59 Asset Forfeiture Report for Navarro County District Attorney's Office by Comm. Olsen sec by Comm. Warren
All voted aye motion carried **TO WIT PG 1084-1089**
16. Table to approve telephone system maintenance agreement
17. Motion to approve the 2013 Memorandum of Agreement between the North Texas HIDTA Executive Board, Navarro County, Texas and Lance Sumpter and to make change in the year by Comm. Herrington sec by Comm. Olsen
All voted aye motion carried **TO WIT PG 1090-1098**
18. Motion to approve Agreement with Advertisement Producers (Screenvision) to be paid out of the Governor's office by the 2012 funds by Comm. Herrington sec by Comm. Martin
All voted aye motion carried **TO WIT PG 1099**
19. Presentation by 1113 Architect regarding space requirements and redrawing of offices

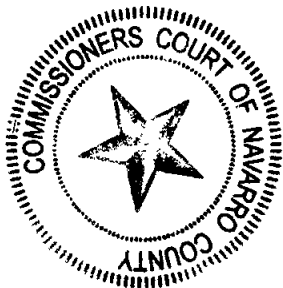
No action taken on items 20 through 24 by Judge Davenport sec by Comm.
Warren
All voted aye motion carried

20. Motion to approve selecting the financial advisor for the courthouse restoration project
21. Motion to approve funding agreement with the Texas Historical Commission for the Courthouse Restoration Project
22. Motion to approve the Architect's agreement for the Courthouse Restoration Project
23. Motion to approve to go into Executive Session pursuant to the Texas Government Code Section 551.072 to discuss Real Property
24. Motion to approve action taken on Executive Session pursuant to the Texas Government Code Section 551.072 to discuss Real Property
25. Motion to adjourn by Comm. Martin sec by Comm. 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 NOVEMBER 26TH, 2012.

SIGNED 26TH DAY OF NOVEMBER 2012.


SHERRY DOWD, COUNTY CLERK





Declaration of Compliance

with the Records Scheduling Requirement of the Local Government Records Act
Submitted pursuant to Local Government Code §203.041(a)(2)

NAVARRO COUNTY
TREASURERS OFFICE

OCT 10 2012

RECEIVED

Section 1 SUBMISSION OF DATA

- Government: NAVARRO COUNTY
- Address: 300 W. 3rd Ave #17
City: Corsicana TX ZIP code: 75110
- Telephone: 903-654-30914 Email (optional): _____

Section 2 LOCAL GOVERNMENT CERTIFICATION

As records management officer for the local government or elective county office named, I hereby declare, that in lieu of filing records control schedules, we have adopted records control schedules that comply with minimum requirements established on records retention schedules issued by the Texas State Library and Archives Commission (as checked below) for use in our records management program. In doing so, I also certify that the administrative rules for electronic records, adopted by the commission under Local Government Code §205.003(a) will be followed for records subject to the rules. I understand that:

- the validity of this declaration is contingent on its acceptance for filing by the commission;
- if we have previously filed documentation with the commission in which we declared our intent to retain all records permanently, we must attach amended documentation to this declaration before it can be accepted for filing;
- the records retention schedules adopted by this declaration may be amended by filing for approval a supplemental Records Control Schedule Amendment (SLR 520) on which are listed proposed retention periods for records that do not appear on schedules issued by the commission (as checked below);
- if a supplemental Records Control Schedule Amendment is not filed, we must file a Request for Authorization to Destroy Unscheduled Records (SLR 501) in order to destroy records that do not appear on schedules issued by the commission (as checked below); and
- the commission will provide us with access to subsequent editions of any schedules issued by the commission.

1. I hereby declare that our records control schedules will comply with the following schedules issued by the commission:

- | | |
|---|--|
| <input type="checkbox"/> Schedule CC (Records of County Clerks) | <input type="checkbox"/> Schedule LC (Records of Justice and Municipal Courts) |
| <input type="checkbox"/> Schedule DC (Records of District Clerks) | <input type="checkbox"/> Schedule PS (Records of Public Safety Agencies) |
| <input type="checkbox"/> Schedule EL (Records of Elections and Voter Registration) | <input type="checkbox"/> Schedule PW (Records of Public Works and Services) |
| <input checked="" type="checkbox"/> Schedule GR (Records Common to All Governments) | <input type="checkbox"/> Schedule SD (Records of Public School Districts) |
| <input type="checkbox"/> Schedule HR (Records of Public Health Agencies) | <input type="checkbox"/> Schedule TX (Records of Property Taxation) |
| <input type="checkbox"/> Schedule JC (Records of Public Junior Colleges) | <input type="checkbox"/> Schedule UT (Records of Utility Services) |

2. If any records control schedules or amendments have been filed with the commission, I also hereby declare that those schedules or amendments:

- are superseded by this declaration.
- are not superseded by this declaration. I understand that, in the event of a conflict between the previously filed records control schedules or amendments and the schedules adopted by this declaration, the longer retention period shall apply.

Name and Title: FRANK L. HULL III County Treasurer

Signature: [Handwritten Signature] Date: 10/11/12

Section 3 TEXAS STATE LIBRARY ACCEPTANCE (to be completed by Texas State Library)

This Declaration of Compliance has been accepted for filing pursuant to Local Government Code §203.043(a). A record appearing on a schedule issued by the commission (as checked above) may be disposed of at the expiration of its retention period without additional notice to the Director and Librarian, subject to the provisions of Local Government Code §203.041(d).

Name and Title: SARAH JACOBSON - MANAGER, RECORDS MGMT. ASSISTANCE

Signature: [Handwritten Signature] Date: 10/26/12

175 07 600 BZ

AFFIDAVIT SUBMITTED BY
 Frank Hull
 NAVARRO COUNTY TREASURER



STATE OF TEXAS
 COUNTY OF NAVARRO

September 2012

I, Frank Hull, Navarro County Treasurer, present the following report to the Navarro County Commissioner's Court and affirm the foregoing Monthly Report to be true and correct statement to the best of my knowledge of all accounts under the control of the Navarro County Treasurer.

Whereas, Section 114.026 of the Local Government Code requires a Treasurer's Report be submitted at least once a month to the Commissioner Court at a regular term; and

Whereas, the Navarro County Commissioners Court has compared and examined the Treasurer's Report submitted for approval on November 26, 2012 which is attached hereto and has determined that the Treasurer's Report is correct.

It is therefore ordered, that the Navarro County Treasurer's Report which is attached is approved as presented by the Navarro County Treasurer to the Commissioner's Court of Navarro County, Texas and this Order Approving the Navarro County Treasurer's Report are to be entered into the Minutes.

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


 H. M. Davenport Jr. - County Judge

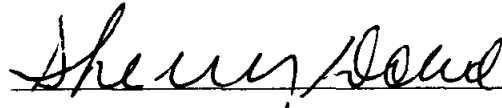

 Richard Martin - Commissioner Pct 2


 James Olsen - Commissioner Pct 4


 Kit Herrington - Commissioner Pct 1


 David Warren - Commissioner Pct 3

SWORN AND SUBSCRIBED TO BEFORE ME, this 26 th day of November, 2012 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

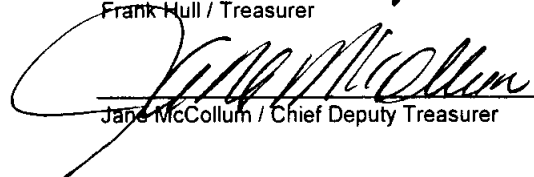


NAVARRO COUNTY, TEXAS
 REPORT OF CASH AND INVESTMENTS
 FOR THE MONTH OF SEPTEMBER, 2012

FUND	BEGINNING BALANCE	RECEIPTS	TEX POOL INVESTMENT	DISBURSEMENT	ENDING BALANCE	BANK INTEREST	TEX POOL INTEREST	TOTAL
GENERAL	3,743,434.95	935,373.01		1,644,221.32	3,034,586.64	2,199.36	123.13	3,857,425.08
COMMUNITY SUPERVISION	283,365.06	164,398.79		95,050.09	352,713.76	203.14	13.61	443,783.85
JUVENILE PROBATION	15,399.42	60,808.21		26,927.96	79,279.67	29.21	9.19	130,037.09
FLOOD CONTROL	696,483.37	2,184.31		75,911.03	622,756.65	419.14	0.30	624,871.43
ROAD & BRIDGE - PCT 1	246,369.32	14,421.47		95,263.27	165,527.52	147.03	13.07	252,874.08
ROAD & BRIDGE - PCT 2	419,916.07	16,520.86		192,848.20	243,588.73	147.04	26.26	418,976.58
ROAD & BRIDGE - PCT 3	131,433.14	14,347.88		56,223.40	89,557.62	147.04	17.91	209,155.02
ROAD & BRIDGE - PCT 4	271,181.68	14,347.88		73,051.13	212,478.43	147.04	4.63	243,433.80
H I D T A	14,385.65	207,890.03		207,878.95	14,396.73	11.08	-	14,396.73
H.I.D.T.A. SEIZURE	254.46	0.16		-	254.62	0.16	0.30	1,918.26
DEBT SERVICE	82,997.22	4,124.57		-	87,121.79	52.52	0.30	89,258.69
CAPITAL PROJECTS	253,048.41	155.56		-	253,203.97	155.56	15.65	358,060.59
SHERIFF SEIZURE	292,702.65	179.65		698.14	292,184.16	179.65	22.12	440,085.16
DISTRICT ATTY FORF	18,982.80	1,237.17		-	20,219.97	12.17	16.48	130,222.46
HEALTH INSURANCE	207,949.09	398,749.75		400,810.86	205,887.98	87.91	1.79	217,602.03
ECONOMIC DEVELOPMENT	210.14	0.13		-	210.27	0.13	0.30	2,316.87
TRUST	1,632,520.03	59,502.55		66,736.75	1,625,285.83	1,044.21	38.43	1,882,052.86
LAKE TRUST	229.20	0.14		-	229.34	0.14	13.92	93,473.42
REVOLVING & CLEARING	638,576.27	165,401.47		126,982.98	676,994.76	405.72	-	677,744.78
PAYROLL FUND	3,622.84	914,134.60		912,571.93	5,185.51	37.36	-	5,185.51
DISBURSEMENT FUND	(851.49)	2,225,916.09		2,225,916.09	(851.49)	174.39	-	(851.49)
TOTAL	8,952,210.28	5,199,694.28	20,000.00	6,201,092.10	7,980,812.46	5,600.00	317.39	10,092,022.80

INTEREST EARNED:	CURRENT MONTH	YTD
	5,917.39	83,419.33


 Frank Hull / Treasurer 11/1/12
Date


 Jane McCollum / Chief Deputy Treasurer 11-2-12
Date

AGREEMENT FOR LICENSE ADJACENT TO OR CROSSING COUNTY ROADS

STATE OF TEXAS §

COUNTY OF NAVARRO §

KNOW ALL MEN BY THESE PRESENTS:

MEN WATER Supply Corp. Owner of a (pipeline, utility line, gas or sewer line) hereby contracts and covenants with **Navarro County** ("the County") as follows:

I. MEN WATER Supply, desires to construct and maintain a WATER pipeline, utility line, or gas or sewer line in Navarro County, Texas and it is necessary to cross certain county road(s) SECR 3020 located in Precinct # 2, more fully described on the map attached hereto as Exhibit A and incorporated herein by reference. The license granted herein shall extend 5 feet on either side of the pipeline as it crosses the county road.

II. In consideration for the County granting permission through the issuance of a permit to lay a pipeline, utility line, or gas or sewer line adjacent to or crossing said county roads above described in Navarro County, Texas, the Owner hereby warrants, agrees and covenants that any crossing shall be constructed as follows:

All county road crossings shall be bored unless a variance is granted by Navarro County Commissioners Court, and lines underneath such roads shall be cased or otherwise constructed to provide maximum protection against damage or leaks. Owner may not block the county road during construction and must provide for at least one lane of traffic. The points where the pipeline crosses the road shall be clearly marked and the line shall be placed at a depth of no less than 3' feet underneath the lowest part of the County's bar ditches and/or road surfaces.

Type of Pipeline:

WATER DISTRIBUTION LINE

ROAD CROSSING

The transport route (beginning and end): SEE ATTACHMENTS "B"

(A detailed construction plan must be submitted with application)

Pipelines which run adjacent to a county road and which are within a county road easement shall be placed at a depth of no less than 3 feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

The pipeline shall be constructed in a safe and prudent manner and shall consist of only acceptable commercial pipeline materials. The **Owner** shall be responsible for maintaining the pipeline and the license area. In the event the pipeline is ever abandoned or ceases to be used for more than 6 consecutive months, this license shall terminate and revert to the **County**. In addition, if the pipeline is ever abandoned or ceases to be used for more than 6 consecutive months, the **Owner** shall, at the **County's** request, remove the pipeline from the license area and restore the property to its original condition.

SEE ATTACHMENT "A" IF THIS IS FOR A PETROLEUM PIPELINE.

III. In consideration of the granting of this license (pipeline, utility line, gas or sewer Line) adjacent to or across the **County's** roads, the **Owner** warrants and covenants that any damages which may be caused to *County or adjacent property* as a result of the construction, maintenance or operation of a pipeline shall be the sole responsibility of the **Owner** and the **Owner** warrants and covenants that the area where the construction takes place shall be repaired and put back in the same condition as it originally was before such construction took place.

IV. The **County** and **Owner** hereby covenant and agree that for each violation of this License agreement, **Owner** shall pay to **the County** liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per day, per violation, until such violation have been corrected

and the County's requirements complied with. Such compliance shall be determined by the County Commissioner in whose precinct the work occurs.

V. **Owner**, at its own expense, shall maintain a general liability insurance policy in an amount sufficient to insure against loss or damages caused by the construction, maintenance and operation of the pipeline. The general liability insurance requirement may be met by a combination of self-insurance, primary and excess insurance policies. **Owner** shall also, at its own expense, carry worker's compensation insurance as required by law.

VI. **Owner**, its successors and assigns agree to release, defend, indemnify, and hold harmless **the County** its respective commissioners, agents and employees (collectively, the "**Indemnified Parties**"), from any and all costs, losses, claims, judgments, settlements, and damages of every kind and character to real property, personal property or persons (including, without limitation, claims involving environmental laws and regulations, pollution, contamination of ground waters, personal injury and death), lawsuits and/or causes of action (including reasonable attorneys' fees, expert fees and court costs) (collectively "**Claims**"), which may grow out of, arise from, or in any manner be connected with the activities of **Owner's** agents, invitees, guests, contractors, servants and employees, on the license area, or any adjacent property, including, without limitation, any Claims arising from loss of subsurface support of any County road and any Claims arising from the production or transportation of materials through any pipeline. For purposes of this license, environmental laws and regulations include, without limitation, the federal Oil Pollution Act (OPA), the federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the federal Resource Conservation and Recovery Act (RCRA), the federal Clean Water Act, the Texas Solid Waste Disposal Act

(TSWDA), the Texas Water Code (TWC), and the federal, state and local rules, regulations, ordinances, orders and governmental directives implementing such statutes.

As used in this license, the term "**Hazardous Materials**" means any substance or material defined or identified as hazardous, extra-hazardous, toxic or radioactive or subject to regulation as a solid waste or pollutant under any applicable federal, state, or local statute or regulation including, without limitation, the environmental laws and regulations referenced herein. "**Remedial Work**" is defined as any site investigation or monitoring, any cleanup, containment, remediation, removal, or restoration work performed in response to any federal, state or local government authority or private party action ("**action**"), or pursuant to any federal, state or local statute, rule, regulation, ordinance, order, governmental directive or other laws ("**law**"). **Owner** agrees, for the benefit of **the County** and any adjacent surface owner, (1) to remove from the license area, if, as and when required by any action or law, any Hazardous Materials placed or released thereon by **Owner** (including its contractors), (2) to perform Remedial Work where the need therefore arises in connection with **Owner's** (including its contractors) operations or activities on the license area or any adjacent property, and (3) to comply in all respects with all laws governing operations by **Owner** (including its contractors) and Remedial Work on or associated with the license area and any adjacent property. Remedial Work shall be performed by one or more contractors selected by **Owner** under the supervision of an engineer selected by **Owner**. All costs and expenses of Remedial Work resulting from **Owner's** (including its drillers' and other contractors') operations shall be paid by **Owner**, including, without limitation, the charges of such contractors and/or the consulting engineer and **the County's** reasonable attorneys' fees and costs incurred in connection with the monitoring or

review of Remedial Work. If **Owner** shall fail to timely commence or cause to be commenced, or fail to diligently prosecute to completion, such Remedial Work, **the County** may (but shall not be required to), after first giving **Owner** thirty (30) days notice of its failure and **Owner's** continued failure to perform, cause such Remedial Work to be performed and **Owner** will reimburse all reasonable costs of same on demand. The provisions of this Article shall not constitute approval or obligate **The County** or the surface owner to consent to the imposition of any engineering or institutional control that would restrict or limit future use of the License area for any purpose including, without limitation, any deed restriction or limitation on the use of groundwater or use of the property for residential purposes. **Owner** will notify **the County** and surface owner of any claim or other action by any governmental agency or any third party involving the actual or alleged existence of Hazardous Materials on the License area or any adjoining property and provide **the County** and surface owner with copies of (1) any notice of any actual or threatened release of Hazardous Materials given by **Owner** pursuant to any law and (2) any report of and response to any such release including all Remedial Work. **Owner**, its successors and assigns, in accordance with the provisions of Article 8, will release, indemnify, pay and protect, defend and save the Indemnified Parties harmless from all claims, liabilities, fees and expenses of any kind (including reasonable attorneys' fees, expert fees and costs) that arise from the actual or alleged presence or release of any Hazardous Materials in connection with the operations of **Owner** and **Owner's** agents, invitees, guests, contractors, servants and employees on the License area or any adjacent property. Such indemnification shall include, without limitation, costs in connection with any Remedial Work performed by **the County**, surface owner, or any third party in response to any federal, state or governmental authority, laws

or regulations, due and payable upon demand by **the County** or adjacent surface owner.

Owner's obligations herein shall survive the termination of this license.

VII. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

VIII. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Agreement are performable in Navarro County, Texas.

IX. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in the Agreement.

X. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. The rights and remedies provided in this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

EXECUTED this 26 day of Nov, 2012

OWNER

By: Dennis Daushe
Dennis Daushe, its MBR

Company Name: MEADOW WATER Supply Corp.
Address: P.O. Box 3019, Corsicana, TX 75151
Phone Number: 903 874-4331

NAVARRO COUNTY

By: [Signature]
County Judge

By: [Signature]
Commissioner of Precinct 2

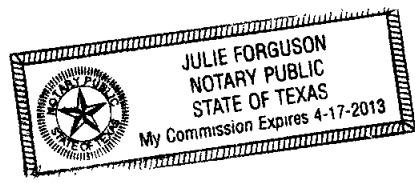
Before me the undersigned notary public on this the 26 day of Nov, 2012, appeared N.M. Owenport, the County Judge of Navarro County, and Dick Martin Commissioner of Precinct 2 of Navarro County, who being sworn upon their oath affirmed that they executed the foregoing License for the purposes and consideration set forth herein.

[Signature]
Notary Public, State of Texas

Julie Ferguson
Printed Name

4-17-2013
Commission Expires

(seal)



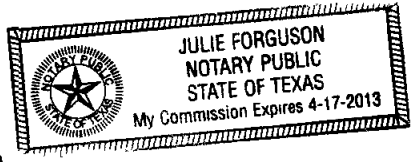
Before me the undersigned notary public on this the 26 day of Nov, 2012, appeared Dennis Romero, who is an authorized representative of MEN Water (Owner) and who being sworn upon their oath affirmed that he is authorized by Owner to sign this License and that he executed the foregoing License for the purposes and consideration set forth herein.

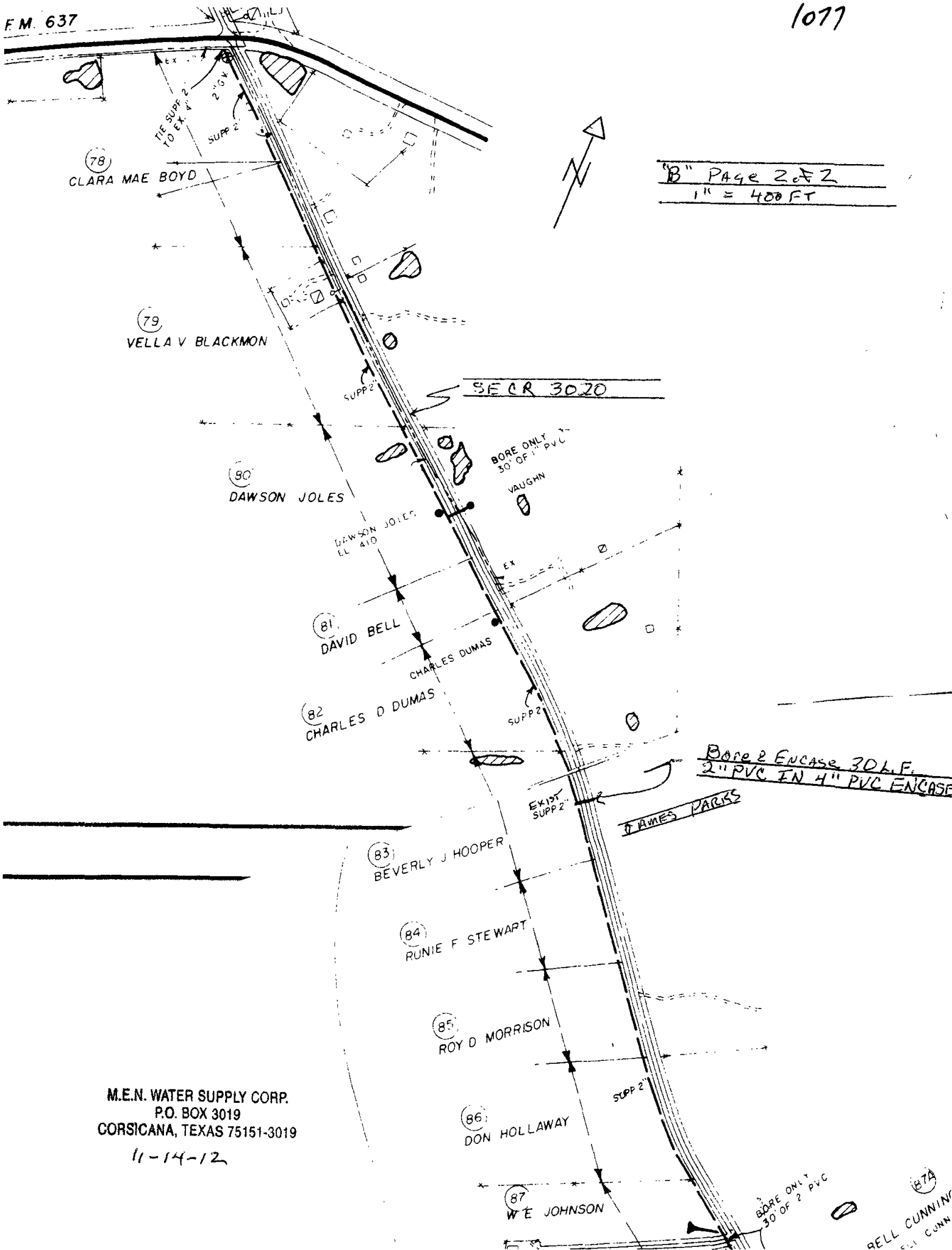
[Signature]
Notary Public, State of Texas

Julie Ferguson
Printed Name

4-17-2013
Commission Expires

(seal)





"B" Page 2 of 2
1" = 400 FT

SFCR 3020

Bore & Encase 30 L.F.
2" PVC IN 4" PVC ENCASE

JAMES PARIS

M.E.N. WATER SUPPLY CORP.
 P.O. BOX 3019
 CORSICANA, TEXAS 75151-3019

11-14-12

(87A)
 RELL CUNNINGHAM
 S.L. CUNNINGHAM

FY 2012
CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY

Agency Name: NAVARRO COUNTY SHERIFF Reporting Period: 10/1/2011-9/30/12
 (local fiscal year)

Name of Agency Head (Chief, Sheriff etc.) (Printed): LESLIE COTTEN example: 01/01/12 to 12/31/12, 09/01/11 to 08/31/12 etc

Agency Mailing Address: 300 W. THIRD AVE, STE. 10
CORSICANA, TX 75110

Phone Number: 903-654-3095

County: NAVARRO COUNTY

Email Address: KHOLLOMON@NAVARROCOUNTY.ORG This should be a permanent agency email address

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I. SEIZED FUNDS (Funds that have been seized, but have not yet been awarded to your agency by the judicial system)	
A) Beginning Balance. Instructions: Include total amount of seized funds on hand (in your agency's possession) at beginning of reporting period. Include funds that may have been forfeited but have not been transferred to your agency's forfeiture account. Do not include funds that are in an account held by another agency, e.g., the District Attorney's account.	\$ 0
B) Ending Balance. Instructions: Include total amount of seized funds on hand (in your agency's possession) at end of reporting period. Do not include funds that are in an account held by another agency, e.g. the District Attorney's account.	\$ 0
II. FORFEITED FUNDS (Funds awarded to your agency by the judicial system)	
A) Beginning Balance: Instructions: Include total amount of forfeited funds that have been forfeited to your agency and are on hand (in your agency's account or in your agency's possession) at the beginning of the reporting period including interest. Do not include funds that have been forfeited but not yet received by your agency.	\$ 119,588
B) Ending Balance: Instructions: Include total amount of forfeited funds that have been forfeited to your agency and are on hand (in your agency's account or in your agency's possession) at the end of the reporting period including interest. Do not include funds that have been forfeited but not yet received by your agency.	\$ 115,972
III. SEIZURES DURING REPORTING PERIOD	

<p>A) Funds. Instructions: Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59 03 is sworn to by a peace officer employed by your agency. (e.g. seizing officer's affidavit).</p>	
1) Amount seized and retained in your agency's custody:	\$
2) Amount seized and transferred to the District Attorney pending forfeiture.	\$
<p>B) Property: Instructions: List the number of items seized for the following categories. Include only those seizures where a seizure is made by a peace officer employed by your agency.</p>	

Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited.	SEIZED	FORFEITED TO AGENCY
1) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc)	1	1
2) REAL PROPERTY (Count each parcel seized as one item)		
3) COMPUTERS (Include computer and attached system components, such as printers and monitors, as one item)		
4) FIREARMS (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18)		
5) Other Property -Description: _____		
6) Other Property -Description: _____		
7) Other Property -Description: _____		

IV. FORFEITED FUNDS RECEIVED DURING REPORTING PERIOD

<p>Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period: Instructions: Do not include amounts forfeited but not yet received by your agency; interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture</p>	\$ 13,958
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V. FORFEITED PROPERTY RECEIVED FROM ANOTHER AGENCY

Instructions: Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.

A) Motor Vehicles (the number of vehicles, not a currency amount):	
B) Real Property (the number of separate parcels of property, not a currency amount)	
C) Computers (the number of computers, not a currency amount):	
D) Firearms (the number of firearms, not a currency amount).	
E) Other (the number of items, not a currency amount):	

VI. FORFEITED PROPERTY TRANSFERRED OR LOANED TO ANOTHER AGENCY

Instructions: Enter the total number of items transferred or loaned from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.

A)	Motor Vehicles (the number of vehicles, not a currency amount):	
B)	Real Property (the number of separate parcels of property, not a currency amount):	
C)	Computers (the number of computers, not a currency amount):	
D)	Firearms (the number of firearms, not a currency amount):	
E)	Other (the number of items, not a currency amount):	

VII.

EXPENDITURES

Instructions: This category is for **Chapter 59 expenditures SOLELY for law enforcement purposes** - not for expenditures made pursuant to your general budget. List the total amount expended for each of the following categories. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the Other category.

A)	SALARIES	
1.	Increase of Salary, Expense, or Allowance for Employees (Salary Supplements):	\$
2.	Salary Budgeted Solely From Forfeited Funds:	\$
3.	Number of Employees Paid Using Forfeiture Funds.	
TOTAL SALARIES PAID OUT OF CHAPTER 59 FUNDS:		\$

B)	OVERTIME	
1.	For Employees Budgeted by Governing Body:	\$
2.	For Employees Budgeted Solely out of Forfeiture Funds:	\$
3.	Number of Employees Paid Using Forfeiture Funds.	
TOTAL OVERTIME PAID OUT OF CHAPTER 59 FUNDS:		\$

C)	EQUIPMENT	
1.	Vehicles.	\$ 1,690
2.	Computers.	\$
3.	Firearms, Vests, Personal Equipment:	\$ 1,322
4.	Furniture.	\$
5.	Software	\$
6.	Maintenance Costs.	\$ 2,902
7.	Uniforms.	\$
8.	K9 Related Costs.	\$
9.	Other (Provide Detail on Additional Sheet).	\$
TOTAL EQUIPMENT PURCHASED WITH CHAPTER 59 FUNDS:		\$ 5,914

D) SUPPLIES		
1	Office Supplies.	\$
2	Cellular Air Time .	\$ 9,311
3	Internet:	\$
4	Other (Provide Detail on Additional Sheet) .	\$
TOTAL SUPPLIES PURCHASED WITH CHAPTER 59 FUNDS:		\$ 9,311

E) TRAVEL		
1. In State Travel		
a)	Transportation:	\$
b)	Meals & Lodging:	\$
c)	Mileage:	\$
d)	Incidental Expenses (Any other travel expense not included on a, b, or c above)	\$
Total In State Travel		\$
2. Out of State Travel		
a)	Transportation.	\$
b)	Meals & Lodging:	\$
c)	Mileage:	\$
d)	Incidental Expenses (Any other travel expense not included on a, b, or c above).	\$
Total Out of State Travel		\$
TOTAL TRAVEL PAID OUT OF CHAPTER 59 FUNDS:		\$

F) TRAINING		
1.	Fees (Conferences, Seminars):	\$
2.	Materials (Books, CDs, Videos, etc.).	\$
3.	Other (Provide Detail on Additional Sheet):	\$
TOTAL TRAINING PAID OUT OF CHAPTER 59 FUNDS		\$

G) INVESTIGATIVE COSTS		
1	Informant Costs	\$ 2,000
2.	Buy Money:	\$
3	Lab Expenses	\$

4. Other (Provide Detail on Additional Sheet)	\$
TOTAL INVESTIGATIVE COSTS PAID OUT OF CHAPTER 59 FUNDS:	\$ 2,000

H) TOTAL PREVENTION/TREATMENT PROGRAMS/FINANCIAL ASSISTANCE	
1. Total Prevention/Treatment Programs (pursuant to 59.06 (h), (l), (j)).	\$
2. Total Financial Assistance (pursuant to Articles 59.06 (n) and (o)).	\$
TOTAL PREVENTION/TREATMENT PROGRAMS/FINANCIAL ASSISTANCE (pursuant to Articles 59.06 (h), (l), (j), (n), (o)):	\$

I) FACILITY COSTS	
1. Building Purchase:	\$
2. Lease Payments:	\$
3. Remodeling:	\$
4. Maintenance Costs:	\$
5. Utilities:	\$
6. Other (Provide Detail on Additional Sheet):	\$
TOTAL FACILITY COSTS PAID OUT OF CHAPTER 59 FUNDS:	\$

J) MISCELLANEOUS FEES	
1. Court Costs:	\$
2. Filing Fees:	\$
3. Insurance:	\$
4. Witness Fees:	\$
5. Audit Costs and Fees:	\$
6. Other (Provide Detail on Additional Sheet):	\$ 350 SEE ATTACHED
TOTAL MISCELLANEOUS FEES PAID OUT OF CHAPTER 59 FUNDS:	\$ 350

K) PAID TO OR SHARED WITH COOPERATING AGENCY:	\$
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L) TOTAL OTHER PAID OUT OF CHAPTER 59 FUNDS (provide detailed descriptions on additional sheet(s) and attach to this report):	\$
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M) TOTAL EXPENDITURES:	\$ 17,574
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NOTE: If you are governed by a Commissioners Court or a City Council, BOTH CERTIFICATIONS MUST BE COMPLETED. Otherwise, please complete the Agency Head Certification.

CERTIFICATION

I swear or affirm that the Commissioners Court or City Council has conducted the audit required by Article 59.06 of the Code of Criminal Procedure, unless after due inquiry, it has been determined that no accounts, funds or other property pursuant to Chapter 59 of the Code of Criminal Procedure are being held or have been transacted in the relevant fiscal year by the agency for which this report is being completed, and that upon diligent inspection of all relevant documents and supporting materials, I believe that this asset forfeiture report is true and correct and contains all of the required information.

COUNTY JUDGE, MAYOR or CITY
MANAGER
(Printed Name):

H. M. DAVENPORT, Jr.

SIGNATURE:

[Handwritten Signature]

DATE:

November 26, 2012

AGENCY HEAD CERTIFICATION

I swear or affirm, under penalty of perjury, that I have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. I further swear or affirm that all expenditures reported herein were lawful and proper, and made in accordance with Texas law.

AGENCY HEAD (Printed Name):

LESLIE COTTEN

SIGNATURE:

[Handwritten Signature: Leslie Cotten]

DATE:

11-20-12

RETURN COMPLETED FORM TO:

Office of the Attorney General
Criminal Prosecutions Division
P.O. Box 12548
Austin, TX 78711-2548
Attn: Kent Richardson
(512)936-1348
kent.richardson@oag.state.tx.us

WE CANNOT ACCEPT FAXED OR EMAILED COPIES. PLEASE MAIL THE SIGNED, ORIGINAL DOCUMENT TO OUR OFFICE AT THE ADDRESS ABOVE.

1034

FY 2012 Chapter 59 Asset Forfeiture Report
by Attorney Representing the State

Agency Name NAVARRO COUNTY DISTRICT ATT. Reporting Period 10/1/2011-9/30/2012
 (example 9/1/11- 08/31/12)

Name of Attorney
 Representing the
 State (Printed) LOWELL THOMPSON

Agency Mailing
 Address. 300 W. THIRD AVE., STE. 10
CORSICANA, TX 75110

Phone Number. 903-654-3045

County: NAVARRO COUNTY

Email Address: KHOLLOMON@NAVARROCOUNTY.ORG This should be a permanent agency email address

NOTE: PLEASE ROUND ALL DOLLAR AMOUNTS TO THE NEAREST WHOLE DOLLAR

I. SEIZED FUNDS (Funds that have been seized, but not yet been awarded to your agency by the judicial system)

A) Beginning Balance: Instructions: Include total amount of seized funds on hand (in your agency's possession) at the beginning of the reporting period including interest. Include funds that may have been forfeited but have not been transferred to your agency's forfeiture account. Do not include funds that are in an account held by another agency, e.g. a police department's account	\$ 5,249
B) Ending Balance: Instructions: Include total amount of seized funds on hand (in your agency's possession) at the end of reporting period including interest Do not include funds that are in an account held by another agency, e.g. a law enforcement account.	\$ 59,418

II. FORFEITED FUNDS (Funds awarded to your agency by the judicial system)

A) Beginning Balance. Instructions: Include total amount of forfeited funds that have been forfeited to your agency and are on hand (in your agency's account or in your agency's possession) at the beginning of the reporting period including interest Do not include funds that have been forfeited but have not yet been received by your agency.	\$ 123,207
B) Ending Balance: Instructions: Total amount of forfeited funds that have been forfeited to your agency and are on hand (in your agency's account or in your agency's possession) at the end of the reporting period including interest. Do not include funds that have been forfeited but have not yet been received by your agency	\$ 129,270

III. SEIZURES DURING REPORTING PERIOD

A) Amount Seized By Employees of Your Agency: Instructions: Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency.	\$
--	----

B) Forfeiture Petitions Filed For All Agencies You Represent
Instructions: Enter the **total amount** of seized funds for which forfeiture petitions were filed during the reporting period. (This should be a currency amount, for example \$1,000) \$ 74,422

C) Property.
Instructions: List the number of items seized for the following categories.

Please Note: these should be a number, not a currency amount. For example. 4 pending, 3 seized, 12 new petitions, etc. ...	MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc)	REAL PROPERTY (Count each parcel seized as one item)	COMPUTERS Include computer and attached system components, such as printers and monitors as one item)	FIREARMS (Include only firearms seized for forfeiture under Chpt. 59. Do not include weapons disposed of under Chpt. 18)	OTHER (Include description)
Seized by your agency during reporting period					
New petitions filed for all agencies during reporting period:					
Forfeited to your agency during reporting period.					

IV. FORFEITED FUNDS RECEIVED DURING REPORTING PERIOD

Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period:
Instructions: Do not include amounts forfeited but not yet received by your agency; interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture. \$ 20,296

V. LACK OF LOCAL AGREEMENT:

Amount deposited to State Treasury to the Credit of the General Revenue Fund Due to Lack of Local Agreement (Art. 59 06 (a)): \$

VI. FORFEITED PROPERTY RECEIVED FROM ANOTHER AGENCY

Instructions: Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.

A) Motor Vehicles (the number of vehicles, not a currency amount)	
B) Real Property (the number of separate parcels of property, not a currency amount).	
C) Computers (the number of computers, not a currency amount)	
D) Firearms (the number of firearms, not a currency amount)	
E) Other (the number of items, not a currency amount).	

VII. FORFEITED PROPERTY TRANSFERRED OR LOANED TO ANOTHER AGENCY

Instructions. Enter the total number of items transferred or loaned from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.

A) Motor Vehicles (the number of vehicles, not a currency amount).	
--	--

B) Real Property (the number of separate parcels of property, not a currency amount):	
C) Computers (the number of computers, not a currency amount):	
D) Firearms (the number of firearms, not a currency amount)	
E) Other (the number of items, not a currency amount):	

VIII.

EXPENDITURES

Instructions: This category is for **Chapter 59 expenditures SOLELY for law enforcement purposes or for the official purpose of your office** - not for expenditures made pursuant to your general budget. List the total amount expended for each of the following categories. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the Other category.

A) SALARIES	
1 Increase of Salary, Expense, or Allowance for Employees (Salary Supplements).	\$
2 Salary Budgeted Solely From Forfeited Funds:	\$
3. Number of Employees Paid Using Forfeiture Funds.	
TOTAL SALARIES PAID OUT OF CHAPTER 59 FUNDS:	\$

B) OVERTIME	
1. For Employees Budgeted by Governing Body.	\$
2 For Employees Budgeted Solely out of Forfeiture Funds.	\$
3. Number of Employees Paid Using Forfeiture Funds.	
TOTAL OVERTIME PAID OUT OF CHAPTER 59 FUNDS:	\$

C) EQUIPMENT	
1. Vehicles:	\$
2 Computers.	\$
3. Firearms, Vests, Personal Equipment:	\$ 1,316
4. Furniture.	\$
5. Software.	\$
6. Maintenance Costs:	\$
7 Uniforms:	\$
8. K9 Related Costs	\$
9. Other (Provide Detail on Additional Sheet)	\$
TOTAL EQUIPMENT PURCHASED WITH CHAPTER 59 FUNDS:	\$ 1,316

D) SUPPLIES		
1	Office Supplies	\$ 85
2	Cellular Air Time	\$
3	Internet	\$
4	Other (Provide Detail on Additional Sheet)	\$
TOTAL SUPPLIES PURCHASED WITH CHAPTER 59 FUNDS:		\$ 85

E) TRAVEL		
1. In State Travel		
	a) Transportation:	\$
	b) Meals & Lodging:	\$
	c) Mileage:	\$
	d) Incidental Expenses (Any other travel expense not included on a, b, or c above):	\$
	Total In State Travel	\$
2. Out of State Travel		
	a) Transportation:	\$
	b) Meals & Lodging:	\$
	c) Mileage:	\$
	d) Incidental Expenses (Any other travel expense not included on a, b, or c above):	\$
	Total Out of State Travel	\$
TOTAL TRAVEL PAID OUT OF CHAPTER 59 FUNDS:		\$

F) TRAINING		
1	Fees (Conferences, Seminars):	\$
2	Materials (Books, CDs, Videos, etc.):	\$
3	Other (Provide Detail on Additional Sheet):	\$
TOTAL TRAINING PAID OUT OF CHAPTER 59 FUNDS		\$

G) INVESTIGATIVE COSTS		
1	Informant Costs:	\$
2	Buy Money:	\$
3	Lab Expenses:	\$
4	Other (Provide Detail on Additional Sheet)	\$

TOTAL INVESTIGATIVE COSTS PAID OUT OF CHAPTER 59 FUNDS: \$

H)	TOTAL PREVENTION/TREATMENT PROGRAMS/FINANCIAL ASSISTANCE	
1	Total Prevention/Treatment Programs (pursuant to 59.06 (h), (l), (j)).	\$
2	Total Financial Assistance (pursuant to Articles 59 06 (n) and (o)).	\$
	TOTAL PREVENTION/TREATMENT PROGRAMS/FINANCIAL ASSISTANCE (pursuant to Articles 59.06 (h), (l), (j), (n), (o)):	\$

I)	FACILITY COSTS	
1.	Building Purchase:	\$
2.	Lease Payments.	\$
3.	Remodeling.	\$
4.	Maintenance Costs.	\$ 650
5.	Utilities:	\$
6.	Other (Provide Detail on Additional Sheet).	\$
	TOTAL FACILITY COSTS PAID OUT OF CHAPTER 59 FUNDS:	\$ 650

J)	MISCELLANEOUS FEES	
1.	Court Costs.	\$
2.	Filing Fees:	\$
3.	Insurance.	\$
4.	Witness Fees:	\$
5.	Audit Costs and Fees.	\$
6.	Other (Provide Detail on Additional Sheet).	\$ 80 BANK FEES
	TOTAL MISCELLANEOUS FEES PAID OUT OF CHAPTER 59 FUNDS:	\$

K) PAID TO OR SHARED WITH COOPERATING AGENCY: \$

L) TOTAL OTHER PAID OUT OF CHAPTER 59 FUNDS (provide detailed descriptions on additional sheet(s) and attach to this report): \$

M) TOTAL EXPENDITURES: \$ 2,131

**BOTH THE COMMISSIONERS COURT AND ATTORNEY REPRESENTING THE STATE
CERTIFICATIONS MUST BE COMPLETED**

NOTE: ART. 59.06(g)(1) requires the Commissioners Court to perform the audit.

CERTIFICATION

I swear or affirm that the Commissioners Court has conducted the audit required by Article 59.06 of the Code of Criminal Procedure, unless after due inquiry, it has been determined that no accounts, funds or other property pursuant to Chapter 59 of the Code of Criminal Procedure are being held or have been transacted in the relevant fiscal year by the agency for which this report is being completed, and that upon diligent inspection of all relevant documents and supporting materials, I believe that this asset forfeiture report is true and correct and contains all of the required information.

COUNTY JUDGE (Printed Name): H. M. DAVENTPORT, Jr
SIGNATURE: [Signature]
COUNTY: Navarro County
DATE: 11-26-12

CERTIFICATION

I swear or affirm, under penalty of perjury, that I have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, I believe that this asset forfeiture report is true and correct and contains all information required under Article 59.06 of the Code of Criminal Procedure. I further swear or affirm that all expenditures reported herein were lawful and proper, and were made in accordance with Texas law.

ATTORNEY REPRESENTING THE STATE (Elected Official) (Printed Name): [Signature]
SIGNATURE: R. Layell Thompson
DATE: 11/21/12

RETURN COMPLETED FORM TO:
Office of the Attorney General
Criminal Prosecutions Division
P.O. Box 12548
Austin, TX 78711-2548
Attn: Kent Richardson
(512)936-1348

WE CANNOT ACCEPT FAXED OR EMAILED COPIES. PLEASE MAIL THE SIGNED, ORIGINAL DOCUMENT TO OUR OFFICE AT THE ADDRESS ABOVE.

RECEIVED
JAN 18 2012
NAVARRO COUNTY
CLERK OF COURSE

2013 Memorandum of Agreement
between,
the North Texas HIDTA Executive Board,
Navarro County, Texas and Lance Sumpter

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

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

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

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

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

1. **Effective Date:** This Agreement, upon approval by the EB NORTH TEXAS HIDTA and in coordination with NAVARRO COUNTY, shall be effective as of January 1, 2013.
2. **Term of Agreement:** Subject to the contingencies set forth in paragraphs 3 and 11 below and in Exhibit A of this contract, this Agreement is for a term of 12 months from the effective date. Thereafter, this Agreement will be considered by NAVARRO COUNTY with approval of the EB NORTH TEXAS HIDTA for renewal for subsequent 12 month terms provided:
 - A. The Director notifies the EB NORTH TEXAS HIDTA and NAVARRO COUNTY, in writing, no later than 120 days prior to the expiration of the term that he/she desires to seek an extension; and,
 - B. Any requested modifications to the existing terms, by either

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

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

- 3. **Contingency:** All parties understand that this Agreement will not be renewed or be effective beyond the first twelve (12) months unless NAVARRO COUNTY receives funding for the fiscal year in which the renewal or extended term falls.
- 4. **Services to be provided by the Director:** Lance Sumpter agrees to perform the duties of the Director, North Texas HIDTA, as specified by the EB NORTH TEXAS HIDTA, and the ONDCP, including but not limited to the following:
 - A. Develop and submit, with the concurrence of the EB NORTH TEXAS HIDTA, the four major requirements of the HIDTA Program: Threat Assessment, Strategy, Initiatives/Budget and Annual Report.
 - B. Exercise programmatic, administrative and fiscal oversight and support of all HIDTA initiatives and ensure they are in compliance with the ONDCP/HIDTA Program Guidance and other program requirements. However, the Director shall not exercise operational control of law enforcement initiatives.
 - C. Exercise reprogramming authority consistent with the HIDTA Program Guidance.
 - D. Maintain accountability of all equipment purchased with HIDTA funds through an inventory system.
 - E. Assist HIDTA agencies in establishing and recording the outputs for each initiative and the outcomes of the North Texas HIDTA.
 - F. Assist HIDTA agencies in establishing and recording the outputs for each initiative to the overall HIDTA strategy.
 - G. Facilitate the flow of information between and among the initiatives and supporting agencies. Promote regional and national cooperation, as appropriate.
 - H. Provide advice to the EB NORTH TEXAS HIDTA concerning the status direction and success of the HIDTA initiatives, programs and

requirements from ONDCP.

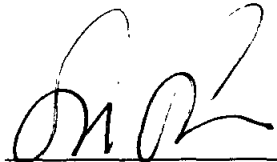
- I. In response to time sensitive administrative and programmatic tasking, make decisions on behalf of the EB NORTH TEXAS HIDTA based upon the previous direction, decisions and knowledge of the EB NORTH TEXAS HIDTA.
 - J. Ensure continuous dialogue among members of the Executive Board. Be fair and impartial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

- 2) **Cellular Telephone:** The Director will be required to obtain a cellular telephone for official, North Texas HIDTA business. The Director will be provided a monthly cell phone allowance of \$75.00.
 - 3) **Other Expenses:** The Director will be reimbursed for approved travel related expenses and fees for conferences and training which are incurred while performing the services contained in this Agreement. Such requests for reimbursement must have the prior written approval of the Chairman or the Vice-Chairman of the Executive Board.
- B. Public officials' liability insurance will be provided to the Director.
- C. The North Texas HIDTA shall authorize salary to the Director of an annual sum equivalent to GS 15 Step 3 on the prevailing Federal GS pay scale for the Dallas-Fort Worth locality pay rate plus a 30% allowance for fringe benefits for the services provided by the Director, to be paid in equal installments.
7. **Payment and Expense Reimbursement Processing:** Payment for expenses shall be on the same schedule as salary and shall be provided under the terms of a cooperative agreement between Navarro County, Texas and ONDCP. The Director shall submit expenses, with attached original receipts, to the Navarro County Auditor, Corsicana, Texas.
 8. **Taxes:** The Director shall be solely responsible for filing his/her own withholding of any and all federal, state and local tax consequences that result from his receipt of any payments or reimbursements paid in accordance with this Agreement.
 9. **Contracted Hours Obligation:** The Director shall provide 1,800 hours of services under the terms of the contract for each calendar year.
 10. **Annual Performance Appraisal:** The Director will undergo an annual Performance Appraisal, to be completed by November 1st of each year.
 11. **Early Termination:** Early termination of this Agreement, with or without cause, will be allowed only by the 2/3 majority approval, of the full Executive Board.
 12. **Assignability:** Neither this Agreement nor any duties or obligations under it shall be assignable without the prior written consent of the parties. In the event of an assignment to which the parties have consented, the assignee or the assignee's legal representative shall agree in writing to personally assume, perform, and be bound by all the covenants, obligations, and agreements contained herein.
 13. **Amendment:** This Agreement may not be modified, altered or amended in any manner except by agreement in writing duly executed by each of the parties

hereto.


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

Dated this ^{26th} ~~9th~~ day of ^{November} ~~2013~~ ²⁰¹² ~~MUR~~




 Chairman, Executive Board

North Texas HIDTA



 Sumpter Services, LLC
 Lance Sumpter, Director
 North Texas HIDTA



 Judge H.M. Davenport
 Navarro County, Texas

Exhibit A

County Of Navarro, Texas

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

In this certification "contractor" refers to both contractor and subcontractor, "contract" refers to both contract and subcontract.

General Requirements

The County of Navarro, Texas is required to obtain from all contractors, which receive federal funds or federal pass-through funds, certifications regarding, lobbying, federal debt status, debarment and suspension, and a drug free workplace. Institutional applicants are required to certify that they will comply with the nondiscrimination statutes and implementing regulations.

Contractors should refer to the regulations cited below to determine the certifications to which they are required to attest. Signature of the form provides for compliance with certification requirements under 21 CFR part 1405, "New Restrictions on Lobbying," 21 CFR part 1414, Government wide Debarment and Suspension (Non-procurement), Certification Regarding Federal Debt Status (OMB Circular A-129), and Certification Regarding the Nondiscrimination Statutes and Implementing Regulations. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the County of Navarro enters into contracts in which contractors receive federal funds.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented in 21 CFR part 1405, for persons entering into a cooperative agreement over \$100,000, as defined at 21 CFR Part 1405, the contractor certifies that;

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement,

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or

employee of Congress, or an employee of a Member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award document for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension and implemented at 21 CFR Part 1404, for prospective participants in primary covered transactions

A. The contractor certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or and a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public transaction violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to the application.

3. DRUG-FREE WORKPLACE

As required, by the Drug Free Workplace Act of 1988, and implemented at 21 CFR Part 1404 Subpart F.

A. The contractor certifies that it will or will continue to provide a drug free workplace by:

(a). Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The applicant's policy of maintaining a drug free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a)

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee must

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convictions. Employers of convicted employees must provide notice including position title, to: The County of Navarro, Texas, 300 West 3rd Avenue, Corsicana, Texas 75110. Notice shall include the identification number of each affected grant.

(f) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State, or local health, law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

4. CERTIFICATION REGARDING FEDERAL DEBT STATUS (OMB Circular A-i 29)

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

5. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

The contractor certifies that it will comply with the following nondiscrimination statutes and their implementing regulations: (a) title VI of the Civil right Act of 1964 (42 U.S.C. 2000D et seq.) which provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance; (b) Section 504 of the rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance; (c) title IX of the Education Amendments of 1972m as amended (20 U.S.C. 1981 et seq.) which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance; and (d) the Age Discrimination Act of 1975, and amended (42 U.S.C. 6101 ec seq.) which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance, except that actions which reasonably take age into account as a factor necessary for the normal operation or achievement of any statutory objective of the project or activity shall not violate this statute.

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

The contractor/s certifies, by signing below, that they are in compliance with the applicable requirements listed above; and that they shall notify Navarro County of any changes that affect this certification.

SUMPTER SERVICES, LLC
Business Name

11/9/2012
Date

LANCE SUMPTER
Printed Name


Signature

RECEIVED

1099

NOV 21 2012

NAVARRO COUNTY AUDITOR'S OFFICE

360 Linden Oaks, Rochester, New York 14625
Phone (585) 859-2700 Fax (585) 869-2370

FOR OFFICE USE ONLY	
<input type="checkbox"/>	New
<input type="checkbox"/>	Renewal
<input type="checkbox"/>	Lead

Screenvision Direct, Inc. Representative

Joe Roddy

Date

11/21/12

LOCAL ADVERTISING INSERTION ORDER

Legal Name (Advertiser) NAVARRO County District Attorney

Billed to

Individual/ Sole Proprietor Corporation LLC Partnership Government Other

Federal Tax ID/SS No

Street Address 300 W. 3rd Avenue, Ste. 203

Street Address

City, State, Zip Code Cossicana, TX. 75110

City, State, Zip Code

Phone Number (903) 875-3309

Phone Number

Fax Number

Fax Number

Email Address Kwilliams@navarrocounty.org

Email Address

The Advertiser hereby agrees to purchase the cinema advertising described on the Campaign Display Schedule below and authorizes Screenvision Direct, Inc. ("SVD") to produce the media content for any Slides that are used as part of this Campaign. SVD will be responsible for the exhibition of the advertising materials purchased hereon.

NAME ON VISUAL:

PAYMENT METHOD

Referenced Start Date (subject to availability)

<input type="checkbox"/>	CC	<input type="checkbox"/>	Check
<input type="checkbox"/>	PO		

Theatre Code	Theatre Name	No. Screens	Format	Product	Duration	Show Position	Frequency	Pods	*Net Weekly Rate
	Cinergy Cinemas Cossicana, TX	8	D		15		1	3	45

Net Total Media Cost	450
No. of Weeks	10
PRODUCTION / HANDLING COSTS (See Box Below) to be billed separately	450
TAX	\$ 0
TOTAL Net ("Agreed Sum")	\$ 900
Deposit Paid on Signing:	\$ 900

Format Codes: D = Digital A = Analog B = Big D L = Little D
Product Codes: S = Static AA = Animation w/In Audio AV = Audio Video Spot
Promotion Codes: SDE = Stardee P = Poster CC = Counter Cards SP = Special/Other
Show/Position Codes: EPS = Early Pre-Show LPS = Late Pre-Show

PRODUCTION / HANDLING COSTS	
New Creatives	<input type="checkbox"/> @ \$ each
Supplied Ad	1 @ \$ 450 each
Versions	<input type="checkbox"/> @ \$ each
Other	<input type="checkbox"/> @ \$ each

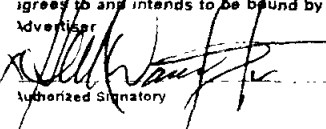
* The rate is adjusted to reflect a delivery of at least 90% of the advertising described in the table above. Shortfalls may occur due to routine maintenance, production lamp replacement, screen upgrades, or other events. Makegoods will be provided for any delivery that is less than 90%.

The Exhibition of Advertiser's Campaign is subject to pre-emption and may be moved at SVD's discretion to a different location in the loop or a different time period.

Co-Op Funds: To the extent that Advertiser elects to use 3rd party Co-Op funds to purchase advertising hereunder, Advertiser shall be solely responsible for obtaining all necessary approvals and completing all paperwork in connection therewith. Notwithstanding any intent of Advertiser to use 3rd party Co-Op funds, Advertiser is solely responsible to SVD for the payment to SVD of the Agreed Sum.

TERMS AND CONDITIONS

This Agreement consists of this Insertion Order and the Screenvision Direct, Inc. Local Advertising Terms and Conditions ("Terms and Conditions"). A copy of the Terms and Conditions is located at www.screenvision.com/svdirect/localtermsandconditions-v1-12.pdf. Screenvision Direct, Inc. may change or modify the Terms and Conditions at any time without notice to Advertiser. It is Advertiser's responsibility to periodically review the Terms and Conditions for updates or changes. A hard copy will be provided to you upon request. The Terms and Conditions are incorporated herein by reference, and are hereby made a part of this Agreement. This Agreement is subject to New York State law. Advertiser hereby acknowledges that he/she has had an opportunity to review this Agreement, including the Terms and Conditions, prior to signing this Insertion Order, and agrees to and intends to be bound by the Terms and Conditions. Further, Signatory hereby warrants that he/she is duly authorized to enter into this Agreement on behalf of the Advertiser.

Authorized Signatory  H. M. DAVENPONT, Jr. Date 11-26-12