

NAVARRO COUNTY COMMISSIONER'S COURT

A Special meeting of the Navarro County Commissioner's Court was held on Thursday, the 20th day of December, 2012 at 10:00 a.m., in the Basement Conference room of the Navarro County Courthouse in Corsicana Texas. Presiding Judge HM Davenport, Commissioners Present Kit Herrington, David Warren, Dick Martin, and James Olsen.

1. 10:00 A.M. Motion to convene by Comm. Herrington sec by Comm. Warren  
All voted aye motion carried
2. Opening prayer by Commissioner Herrington
3. Pledge of Allegiance
4. Public Comments-No comments

**CONSENT AGENDA**

Motion to approve the consent agenda items 5-8 by Comm. Martin Sec by Comm. Warren  
All voted aye motion carried

5. Motion to approve the minutes from the previous meetings of December 10th, 2012
6. Motion to approve and pay bills as submitted by the County Auditor, including payroll (paid 12/15/12)
7. Motion to approve budget amendment to increase Sheriff's Forfeiture account #960-560-575, Equipment, in the amount of \$129,000 to purchase an armored vehicle (ordered in April 2012 but never delivered)
8. Motion to approve Revenue Certification for BuyBoard FY 2012 Rebate

**REGULAR AGENDA**

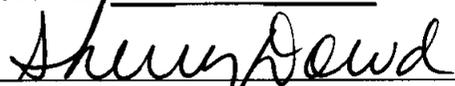
9. No action taken on burn ban, left in place
10. Motion to approve treasurer's report for November 2012, Frank Hull by Comm. Herrington sec by Comm. Martin  
All voted aye motion carried

**TO WIT PG 1194-1195**

11. Motion to approve a Resolution of a proposed Tax Abatement between Navarro County and Pactiv, LLC by Comm. Herrington sec by Comm. Warren  
All voted aye motion carried **TO WIT PG 1196-1213**
12. Presentation to Commissioner's Court regarding Case Management Software for District Clerk's Office
13. Motion to approve Independent Contractor Agreement between Navarro County, TX and North Texas HIDTA and Dan Cauble by Comm. Martin sec by Comm. Olsen  
All voted aye motion carried **TO WIT PG 1214-1224**
14. Motion to approve Independent Contractor Agreement between Navarro County, TX and North Texas HIDTA and Kevin Kelley DBA OMNI Professional Services, Inc by Comm. Olsen sec by Comm. Warren  
All voted aye motion carried **TO WIT PG 1225-1234**
15. Motion to approve Independent Contractor Agreement between Navarro County, TX and North Texas HIDTA and Connie McCrary by Comm. Herrington sec by Comm. Martin  
All voted aye motion carried **TO WIT PG 1235-1244**
16. Motion to approve replacement of Xerox copiers in the CSCD offices (annual savings of \$146.86) by Comm. Herrington sec by Comm. Martin  
All voted aye motion carried **TO WIT PG 1245-1248**
17. Motion to approve telephone maintenance contract to Netcom by Comm. Olsen sec by Comm. Warren  
All voted aye motion carried **TO WIT PG 1249-1250**
18. Motion to adjourn by Comm. Herrington sec by Comm. Martin  
All voted aye motion carried

I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR DECEMBER 20th 2012.

SIGNED \_\_\_\_\_ 20th \_\_\_\_\_ DAY OF DECEMBER 2012.

  
SHERRY DOWD, COUNTY CLERK



#10

1194

AFFIDAVIT SUBMITTED BY  
**Frank Hull**  
 NAVARRO COUNTY TREASURER

*STATE OF TEXAS*  
*COUNTY OF NAVARRO*  
 November 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 December 20, 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

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

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

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

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

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



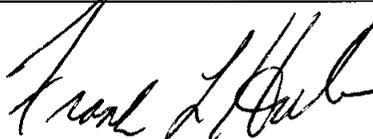
\_\_\_\_\_  
 Sherry Dowd - Navarro County Clerk

1195

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

FUND	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE	BANK INTEREST	TEX POOL INTEREST	TOTAL
GENERAL	1,755,626.12	2,505,243.15	2,244,949.57	2,015,919.70	1,498.91	119.46	2,839,007.89
COMMUNITY SUPERVISION	332,944.82	165,436.76	125,225.20	373,156.38	204.20	13.24	464,254.17
JUVENILE PROBATION	56,590.14	30,425.92	46,116.03	40,900.03	26.92	7.38	91,672.82
FLOOD CONTROL	604,319.37	31,015.69	29,623.25	605,711.81	370.56	0.30	607,827.20
ROAD & BRIDGE - PCT 1	133,750.76	144,015.76	96,176.46	181,590.06	125.76	12.68	268,963.13
ROAD & BRIDGE - PCT 2	204,567.04	144,682.37	90,916.85	258,332.56	125.76	25.46	433,773.65
ROAD & BRIDGE - PCT 3	60,916.62	144,015.76	89,756.08	115,176.30	125.77	17.36	234,810.00
ROAD & BRIDGE - PCT 4	172,927.31	144,015.76	70,549.41	246,393.66	125.77	4.49	277,358.42
H I D T A	12,828.29	219,947.49	219,937.05	12,838.73	10.44	-	12,838.73
H.I.D.T.A. SEIZURE	254.78	0.16	-	254.94	0.16	0.30	1,919.19
DEBT SERVICE	89,001.42	68,802.25	-	157,803.67	80.06	0.30	159,941.18
CAPITAL PROJECTS	253,364.82	155.76	-	253,520.58	155.76	15.21	358,409.05
SHERIFF SEIZURE	290,680.29	178.05	1,697.65	289,160.69	178.05	21.47	437,106.55
DISTRICT ATTY FORF	20,785.42	12.47	3,022.90	17,774.99	12.47	15.98	127,810.87
HEALTH INSURANCE	219,484.09	215,468.58	212,542.75	222,409.92	112.01	1.68	234,127.50
ECONOMIC DEVELOPMENT	210.40	0.13	-	210.53	0.13	0.30	2,317.74
TRUST	1,581,744.65	60,470.07	36,526.98	1,605,687.74	1,017.65	37.33	1,862,532.78
LAKE TRUST	229.49	0.14	-	229.63	0.14	13.55	93,502.02
REVOLVING & CLEARING	719,054.05	2,189,678.62	2,151,936.99	756,795.68	673.82	-	757,545.70
PAYROLL FUND	5,795.36	1,319,136.75	1,319,092.48	5,839.63	44.27	-	5,839.63
DISBURSEMENT FUND	486.86	2,777,754.35	2,777,820.44	420.77	178.17	-	420.77
<b>TOTAL</b>	<b>6,515,562.10</b>	<b>10,160,455.99</b>	<b>9,515,990.09</b>	<b>7,160,128.00</b>	<b>5,066.78</b>	<b>306.49</b>	<b>9,271,978.99</b>

	CURRENT MONTH	YTD
INTEREST EARNED:	5,373.27	10,824.75

  
 Frank Hull / Treasurer 12/13/12  
 Date

  
 Jane McCollum / Chief Deputy Treasurer 12-10-12  
 Date



**CITY OF CORSICANA, TEXAS**  
**ECONOMIC DEVELOPMENT DEPARTMENT**  
200 NORTH 12<sup>TH</sup> STREET CORSICANA, TEXAS 75110 (903) 654.4806

December 6, 2012

Pursuant to Chapter 312, of the Texas Property Tax Code, the purpose of this letter is to advise all other taxing jurisdictions that the County of Navarro, Texas (County) is proposing to enter into tax abatement agreement with Pactiv Corporation located in the City of Corsicana, Navarro County, Texas. The County will present the tax abatement agreement to the County Commissioners Court for consideration and approval during its next regular meeting scheduled for **10:00 AM on Thursday, December 20, 2012**. This Commissioners Court meeting will be held in the County Commissioner's Conference Room that is located in the Basement of the Navarro County Courthouse at 300 West 3rd Street, Corsicana, Texas.

Enclosed please find a copy of the proposed tax abatement agreement between the County and Pactiv, Corporation currently under consideration. Please contact me at your earliest convenience if you have any questions, or if I may be of assistance in any way.

Sincerely,

*Lee McCleary*

Lee McCleary  
Economic Development Director  
City of Corsicana and Navarro County

**RESOLUTION**

**A RESOLUTION OF THE COMMISSIONER'S COURT OF THE COUNTY OF NAVARRO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AGREEMENT BY AND BETWEEN THE COUNTY OF NAVARRO, TEXAS AND PACTIV, LLC, FOR A COMMERCIAL/INDUSTRIAL TAX ABATEMENT, AND AUTHORIZING ITS EXECUTION BY THE COUNTY JUDGE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Navarro County Commissioner's Court has been presented a proposed tax abatement agreement between the County of Navarro, Texas and Pactiv, LLC providing for a commercial/industrial tax abatement for certain improvements, a copy of which is attached hereto and incorporated herein by reference (hereinafter called "AGREEMENT"); and

**WHEREAS**, upon full review and consideration of the AGREEMENT and all matters attendant and related thereto, the Commissioner's Court is of the opinion that the terms and conditions thereof should be approved, and that the County Judge shall be authorized to execute it on behalf of Navarro County;

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

**Section 1.** The terms and conditions of the proposed AGREEMENT, having been reviewed by the Commissioner's Court of Navarro County and found to be acceptable and in the best interests of Navarro County and its citizens, are hereby in all things approved.

**Section 2.** The County Judge is hereby authorized to execute the AGREEMENT and all other documents in connection therewith on behalf of Navarro County, substantially according to the terms and conditions set forth in the AGREEMENT.

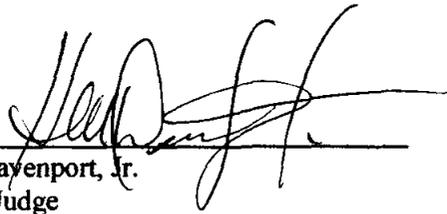
**Section 3:** That this approval and execution of the AGREEMENT on behalf of Navarro County is not conditional upon approval and execution of any other tax abatement agreement by any other taxing entity.

**Section 4:** This Resolution shall become effective from and after its passage.

**PASSED and APPROVED** on this the 20<sup>th</sup> day of December, 2012.



Sherry Dowd  
County Clerk

  
H. M. Davenport, Jr.  
County Judge

STATE OF TEXAS §

COUNTY OF NAVARRO §

**TAX ABATEMENT AGREEMENT**

This Agreement is entered into by and between Navarro County, Texas, duly acting herein by and through its County Judge, hereinafter referred to as COUNTY; and Pactiv, LLC duly acting by and through its Representative, hereinafter referred to as OWNER.

**WITNESSETH:**

**WHEREAS**, on the 13<sup>th</sup> day of June, 2001, the City Council of the City of Corsicana, Texas, passed an ordinance establishing an Enterprise Zone in the City of Corsicana, Texas for commercial/industrial tax abatement, hereinafter referred to as ORDINANCE, as authorized by Chapter 312, Texas Tax Code; and

**WHEREAS**, the COUNTY has previously adopted a Tax Abatement Policy (the "Tax Abatement Policy"); and

**WHEREAS**, the Tax Abatement Policy constitutes appropriate guidelines and criteria governing tax abatement agreements to be entered into by the COUNTY as required by Chapter 312, Texas Tax Code; and

**WHEREAS**, the COUNTY has adopted a Resolution stating that it elects to be eligible to participate in tax abatement; and

**WHEREAS**, in order to maintain and/or enhance the commercial/industrial economic and employment base of the Corsicana area to the long term interest and benefit of the COUNTY, it is in the best interests of the taxpayers for the COUNTY to enter into this Agreement in accordance with the Ordinance, the Tax Abatement Policy, and the Texas Tax Code; and

**WHEREAS**, OWNER owns the real property described by metes and bounds and by map on Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by reference (the "Property") and intends to make certain Improvements (as defined below) to the Property;

**WHEREAS**, the contemplated use of the Property, the contemplated Improvements to the Property in the amount as set forth in this Agreement, and the other terms hereof are consistent with encouraging development of the Reinvestment Zone in accordance with the purposes for its creation and are in compliance with the Tax Abatement Policy;

**NOW THEREFORE**, in consideration of the mutual benefits and promises contained herein and for good and other valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties hereto do mutually agree as follows:

I.  
DEFINITIONS

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

1.1 "Estimated Tax Value" means the estimated depreciated Tax Net Book Values applicable to the real property improvements and the Tangible Personal Property improvements comprising the Investment described in Paragraph 2.2a below, as scheduled on Exhibit "D" attached hereto and incorporated herein by reference. For reference purposes, the Estimated Tax Values scheduled on Exhibit "D" are determined using the Navarro Central Appraisal District's appraisal guidelines in effect as of the date of this Agreement.

1.2 "Event of Bankruptcy or Insolvency" means the dissolution or termination of a party's existence as an ongoing business, insolvency, appointment of receiver for any part of a party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

1.3 "Force Majeure" means any contingency or cause beyond the reasonable control of OWNER including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, governmental or de facto governmental action (unless caused by acts or omissions of OWNER), fires, explosions or floods, and strikes.

1.4 "In Service Project Cost" means the initial project cost of the Improvements identified and defined below, as of the date such Improvements are first placed into service by OWNER.

1.5 "Tangible Personal Property" means tangible personal property classified as such under state law and hereafter located on the Property, but expressly excludes inventory and supplies, and any tangible personal property that was located in the Reinvestment Zone at any time before the date of this Agreement.

1.6 "Taxable Value" means the appraised value as certified by the Navarro County Appraisal District as of January 1 of a given year.

Other terms defined elsewhere in this Agreement shall have the meanings therein ascribed to those terms.

II.  
OWNER'S OBLIGATIONS

2.1 The property to be the subject of this Agreement shall be the Property described herein above.

2.2 For the purposes of fulfilling this Agreement, the OWNER shall make improvements to the Property and personal property acquisitions as specifically described in Exhibit "C" attached hereto and incorporated herein by reference (collectively the "Improvements") having a total In Service

Project Cost of at least forty-five million five hundred thousand and no/100 dollars (\$45,500,000), more specifically defined as follows: (1) a minimum In Service Project Cost of twelve million five hundred thousand and no/100 dollars (\$12,500,000) in real property improvements; and (2) a minimum In Service Project Cost of thirty-three million and no/100 dollars (\$33,000,000) in Tangible Personal Property improvements to be added (hereinafter collectively referred to as the "Investment"). On or before January 1, 2014, OWNER shall substantially complete all Improvements. On or before January 1, 2015, OWNER shall create and fill a minimum of two hundred fifty (250) new, full-time jobs at the Property and OWNER shall maintain such jobs at the Property throughout the Term of this Agreement. Notwithstanding the foregoing deadlines, OWNER shall have such additional time to satisfy the obligations contained in this Paragraph 2.2a as may reasonably be required in the event of Force Majeure if OWNER is diligently and faithfully pursuing satisfaction of the applicable obligation. The date of substantial completion of the Improvements shall be defined as the date a Certificate of Occupancy is issued by the COUNTY.

2.3 As good and valuable consideration for this Agreement, OWNER agrees and covenants that it will diligently and faithfully pursue the completion of the Improvements in a good and workmanlike manner. OWNER further covenants and agrees that all construction of the Improvements and use of the Property will be in accordance with all applicable State and local laws, codes, and regulations (or valid waiver thereof). In further consideration, OWNER agrees and covenants that it will continuously operate, maintain and occupy the Property as a manufacturing facility from the date a Certificate of Occupancy is issued until expiration of the Term of this Agreement.

2.4 OWNER further agrees that the COUNTY, its agents and employees, shall have reasonable right of access to the Property, upon not less than ten (10) days' prior written notice, to inspect the Improvements in order to ensure that the construction of the Improvements is in accordance with this Agreement and all applicable State and local laws and regulations (or valid waiver thereof). After completion of the Improvements, the COUNTY shall have the continuing right to inspect the Property, upon not less than ten (10) days' prior written notice, to ensure that it is thereafter maintained, operated, and occupied in accordance with this Agreement throughout the Term of this Agreement. In addition, the OWNER agrees that appraisal district representatives shall have reasonable right of access to the Property, upon not less than ten (10) days' prior written notice, for the purpose of ad valorem property tax appraisal for all real property, improvements to real property, tangible personal property, inventory and equipment.

2.5 OWNER agrees that it will register all permanent jobs with the Texas Workforce Commission and that all contractors shall be encouraged to seek qualified workers through the Texas Workforce Commission. [Note this provision is required by Section 8.02(i) of the COUNTY's Tax Abatement Policy]

### III. ABATEMENT OF TAXES

3.1. Subject to the terms and conditions of this Agreement, and subject to the rights of holders of any outstanding bonds of the COUNTY, a portion of ad valorem real property taxes from the Property and a portion of taxes for Tangible Personal Property in place at the Property on January

1<sup>st</sup> of each year that are otherwise owed to the COUNTY shall be abated. Said ad valorem real property tax abatement shall be for a ten (10) year term and shall apply to the taxes assessed upon the increased value of the eligible Property, after installation of the real property improvements contemplated by Paragraph 2.2, over the value of the Property in the year in which this Agreement is executed; and said Tangible Personal Property tax abatement shall be for a ten (10) year term and shall apply to the taxes assessed upon the increased value of the eligible Tangible Personal Property, after installation of the Tangible Personal Property improvements contemplated by Paragraph 2.2, over the value of in place Tangible Personal Property in the year in which this Agreement is executed; all subject to and in accordance with the terms of this Agreement, the Tax Abatement Policy, Chapter 312, Texas Tax Code, and all applicable state and local regulations (or valid waiver thereof). The percentage (%) level of tax abatement for the Tangible Personal Property and the percentage (%) level of tax abatement for the real property improvements during the foregoing ten (10) year terms shall be as described below in "Table 3.1, Tax Abatement Schedule."

<b>YEAR OF ABATEMENT</b>	<b>LEVEL (%) OF TAX ABATEMENT</b>
1	90%
2	80%
3	70%
4	60%
5	50%
6	50%
7	40%
8	30%
9	20%
10	10%

The tax abatement for Tangible Personal Property will apply only to the Tangible Personal Property added to the Property after this Agreement is executed. Notwithstanding the foregoing, the OWNER shall have the right to protest and/or contest any assessment of the Property over and above the minimum Investment as required by this Agreement.

3.2 Said abatement(s) shall extend for a period of ten (10) years, as applicable, to the real property and the Tangible Personal Property tax abatement, with each such tax abatement beginning with the tax year on January 1, 2014, and shall remain in effect during the Term of this Agreement as long as the OWNER (a) incurs the minimum In Service Project Cost of at least forty-five million five hundred thousand and no/100 dollars (\$45,500,000) for the Investment as contemplated under Paragraph 2.2; (b) maintains minimum Taxable Values for the real property improvements and the Tangible Personal Property improvements comprising the Investment each year during the Term of this Agreement at least equal to the Estimated Tax Values for each item as scheduled on Exhibit "D"; (c) creates and maintains a minimum of eighty percent (80%), or two hundred (200), of the required number of two hundred fifty (250) new, full time jobs at the Property; and (d) otherwise satisfies all of the terms, conditions, and obligations of this Agreement.

3.3 It is understood and agreed among the parties that the Property and the Tangible Personal Property shall be appraised at market value for the purposes of the applicable real and personal property tax assessments effective as of January 1, 2014, and continued at market value until the expiration of the Term of this Agreement.

**IV.  
TERM OF THE AGREEMENT**

4.1 The term of this Agreement (the "Term") shall begin on the date of this Agreement and end upon completion of the final abatement year.

4.2 Prior to October 1st of each year during the Term of this Agreement, OWNER shall certify to the governing body of the COUNTY and each taxing unit that OWNER is in compliance with all of the terms and conditions of this Agreement.

**V.  
DEFAULT AND RECAPTURE OF ABATED TAX**

5.1 In the event that (a) OWNER fails to incur the minimum In Service Project Cost of at least forty-five million five hundred thousand and no/100 dollars (\$45,500,000) for Investment, as contemplated under Paragraph 2.2 and for which an abatement has been granted, or the Improvements otherwise are not completed in accordance with this Agreement; (b) OWNER fails to maintain throughout the Term of this Agreement minimum Taxable Values for the real property improvements and the Tangible Personal Property Improvements comprising the Investment at least equal to the Estimated Tax Values for each item as scheduled on Exhibit "D"; (c) OWNER fails to create and maintain throughout the Term of this Agreement a minimum of at least eighty percent (80%), or two hundred (200), of the required number of two hundred fifty (250) new, full time jobs at the Property; (d) OWNER allows its ad valorem taxes owed to the COUNTY to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of any such ad valorem taxes; (e) OWNER has an Event of Bankruptcy or Insolvency (as defined in Paragraph 1.2 ); or (f) OWNER otherwise fails to comply with any of the terms, conditions, or obligations of this Agreement, then Owner shall be in default of this agreement.

5.2 In the event of default, COUNTY shall give the OWNER written notice of such default and if the OWNER has not cured such default within sixty (60) days after said written notice, this Agreement may be terminated by the COUNTY. If the COUNTY terminates this Agreement in the event of default, OWNER shall pay to the COUNTY as liquidated damages all taxes which otherwise would have been paid to the COUNTY without the benefit of abatement during the Term of this Agreement, together with interest at the statutory rate for delinquent taxes as determined by Section 33.01 of the Texas Tax Code (but without the addition of penalty), reasonable attorney's fees, and costs. Such amounts shall be due, owing, and payable to the COUNTY within sixty (60) days after the expiration of the above mentioned 60-day cure period. The parties acknowledge that COUNTY will suffer damages in the event of OWNER's default under this Agreement. The parties acknowledge that actual damages in the event of default and termination would be speculative and difficult to determine. OWNER's obligation to pay any amounts hereunder shall survive termination of this Agreement.

5.3 It is expressly acknowledged and agreed between the parties that the COUNTY shall have the right to place a tax lien against the Property pursuant to Section 32.01 of the Texas Tax Code. Such lien shall secure the payment of all taxes abated and subject to recapture under this Agreement, together with all other amounts payable hereunder. Any such lien may be fully enforced pursuant to the provisions of the Texas Tax Code. Also, to collect any amounts payable hereunder, the COUNTY shall have all other remedies provided generally in the Tax Code for the collection of delinquent property tax.

**VI.  
GENERAL PROVISIONS**

6.1 The COUNTY represents and warrants that the Property does not include any property that is owned by a member of the COUNTY Commissioner's Court approving, or having responsibility for the approval of, this Agreement.

6.2 The terms and conditions of the Agreement are binding upon the successors and permitted assigns of all parties hereto. This Agreement may not be assigned by OWNER without the prior written consent of the COUNTY, such consent to be at the sole discretion of COUNTY; provided, however, that upon written notice to the COUNTY, OWNER may assign its rights under this Agreement to a wholly owned subsidiary of OWNER, subject to OWNER remaining liable for all of its obligations hereunder.

6.3 It is understood and agreed between the parties that the OWNER, in performing its obligations hereunder, is acting independently, and the COUNTY assumes no responsibility or liability in connection therewith to third parties and OWNER agrees to indemnify and hold harmless the COUNTY therefrom. It is further understood and agreed among the parties that the COUNTY, in performing its obligations hereunder, is acting independently, and the OWNER assumes no responsibility or liability in connection therewith to third parties and the COUNTY agrees to indemnify and hold harmless the OWNER therefrom.

6.4 Notices required to be given to any party to this Agreement shall be given personally or by certified mail, return receipt requested, postage prepaid, addressed to the party at its address set forth below, and given by mail, shall be deemed delivered as of the date personally delivered or three days after deposit in the United States mail:

**For COUNTY by notice to:**  
Navarro County  
Attention: County Judge  
Navarro County Courthouse  
300 West Third Avenue  
Suite 102  
Corsicana, Texas 75110

For OWNER by notice to:

PACTIV LLC

Attn: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Any party may change the address to which notices are to be sent by giving the other party written notice in the manner provided in this Section.

6.5 This Agreement constitutes the entire and final expression of the agreement of the parties hereto with respect to the subject matter hereof. This Agreement can be modified or amended only by a written agreement executed by both parties.

6.6 If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs of suit.

6.7 This Agreement shall be governed by the laws of the State of Texas, without regard to its choice of law rules. This Agreement is performable in Navarro County, Texas. Exclusive venue for any litigation related to or arising out of this Agreement shall lie in Navarro County, Texas.

6.8 In this Agreement, time is of the essence.

6.9 This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6.10 This Agreement was authorized by resolution of the COUNTY Commissioner's Court at its regularly scheduled meeting on the 20<sup>th</sup> day of December, 2012, authorizing the County Judge to execute the Agreement on behalf of the COUNTY.

6.11 This Agreement was entered into by Pactiv Corporation pursuant to authority granted by its Board of Directors/Members/Owner on the 20<sup>th</sup> day of December, 2012.

6.12 This Agreement shall constitute a valid and binding agreement between the COUNTY and OWNER when executed in accordance herewith, regardless of whether any other taxing unit executes a similar agreement for tax abatement.

WITNESS our hands as of the 20<sup>th</sup> day of December, 2012.



Sherry Dowd  
Sherry Dowd  
County Clerk

**APPROVED:**

COUNTY OF NAVARRO

By: [Signature]  
H.M. Davenport, Jr., County Judge

**PACTIV LLC**

By: [Signature]  
Name: Kevin P Quinn  
Title: VP Operations

EXHIBIT A

STANGER SURVEYING COMPANY  
6381 NEW COPELAND ROAD  
TYLER, TEXAS 75703

PH: 903-534-0174

FAX: 903-534-0176

20.004 ACRES  
J. W. CARNES SURVEY, ABSTRACT 158  
NAVARRO COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION FOR 20.004 ACRES OF LAND

BEING 20.004 acres of land situated in the J. W. Carnes Survey, Abstract 158 of Navarro County, Texas, and being all of that certain called 20.000 acre tract of land, described in a Warranty Deed from Clifton A. Carlidge et ux to Corsicana Industrial Foundation, Inc., dated February 26, 1987 and recorded in Volume 1094, Page 722 of the Records of Navarro County, Texas, said 20.004 acres of land to be more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod (set) at the southeast corner of the above referenced 20.000 acre tract, and being in the north right-of-way line of the St. Louis and Southwestern Railroad, also being in the west right-of-way of Navarro County Road No. 0070;

THENCE South 75° 29' 23" West, for a distance of 1086.37 feet, with the north right-of-way line of the above mentioned St. Louis and Southwestern Railroad, to a 5/8" iron rod (found) at the southwest corner of the above mentioned 20.000 acre tract, same being the southeast corner of the residue of that certain called 72 acre tract of land as described in Volume 895, Page 561;

THENCE North 26° 31' 05" West, for a distance of 863.61 feet, to a 5/8" iron rod (found) at the northwest corner of said 20.000 acre tract, same being the northeast corner of the residue of the above mentioned 72 acre tract, and being in the south right-of-way of State Highway No. 31;

THENCE North 79° 03' 20" East, for a distance of 1079.47 feet, with the south right-of-way line of the above mentioned State Highway No. 31, to a 5/8" iron rod (found) at the northeast corner of said 20.000 acre tract, and being in the west right-of-way of the above mentioned Navarro County Road No. 0070;

THENCE South 28° 08' 52" East, for a distance of 800.14 feet, back to the point of beginning and containing 20.004 acres of land.

Bearings are based on the monumented north boundary line of that certain called 20.000 acre tract of land as recorded in Volume 1094, Page 722.

I, R. L. McCrary, Registered Professional Land Surveyor, do hereby certify that the above description was prepared from a survey made on the ground under my supervision during the month of April 2003.

GIVEN UNDER MY HAND AND SEAL, this the 15th day of April 2003.

*R. L. McCrary*

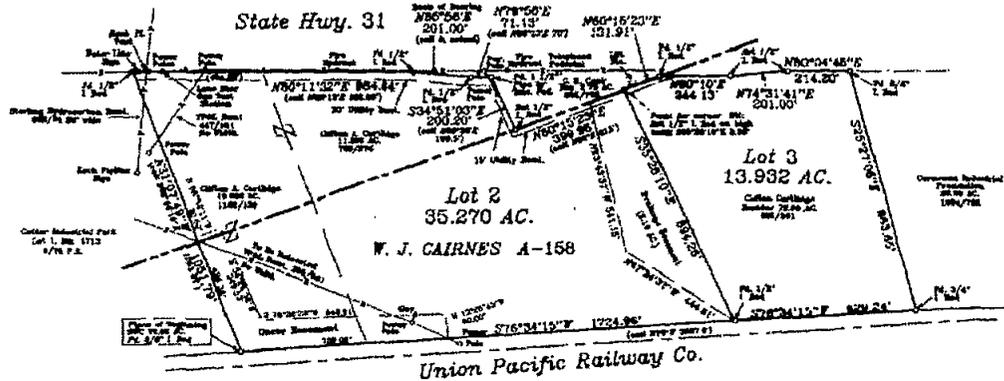
R. L. McCrary  
Registered Professional  
Land Surveyor No. 5384



EXHIBIT A-1



THOMAS MORROW A-521



CITY OF CORCORAN  
13.932 ACRES  
W. J. CAIRNES SURVEY  
A-148

All that certain lot, tract, or parcel of land situated in Navarro County, Texas, on the W. J. Cairnes Survey, A-148 and being a part of the 76.30 acre tract surveyed by William J. Cairnes by P. T. Hatcher et al by deed dated April 11, 1978 and recorded in Volume 269, Page 261 of the Navarro County Deed Records, said lot, tract, or parcel of land being more particularly described by metes and bounds as follows:

Beginning at a 3/4" iron rod found in the South line of the 72.00 acre tract in the North margin of the Union Pacific Railroad right-of-way, and at the Southeast corner of the Corcoran Industrial Foundation 50.00 acre tract recorded in Volume 269, Page 261;

THENCE SOUTH 76 degrees 24 minutes 16 seconds East 888.26 feet to a 1/2" iron rod found at the Southeast corner of Lot 2;

THENCE along the East line of Lot 2, North 26 degrees 38 minutes 10 seconds East 884.26 feet to a point at the most Southerly Stationed corner of Lot 2, and the South line of the C. R. Cook Section 2.79 acre tract recorded in Volume 269, Page 261; THENCE East 1/2" iron rod South 26 degrees 38 minutes 10 seconds East 2.20 feet;

THENCE NORTH 60 degrees 18 minutes 30 seconds East 151.81 feet to a 1/2" iron rod found at the East corner of the Cook tract and on the South margin of State Highway 31;

THENCE along the South margin of State Highway 31, North 80 degrees 49 minutes East 244.13 feet to a 1/2" iron rod set, North 74 degrees 31 minutes 51 seconds East 201.00 feet to a 1/2" iron rod and West 100 degrees 49 minutes 49 seconds East 214.28 feet to a 5/8" iron rod found at the Northeast corner of the 30.00 acre tract;

THENCE SOUTH 85 degrees 27 minutes 06 seconds East 884.66 feet to the place of beginning and containing 13.932 acres of land.

CITY OF CORCORAN  
13.932 ACRES  
THOMAS MORROW A-521  
WILLIAM J. CAIRNES A-148

All that certain lot, tract, or parcel of land situated in Navarro County, Texas, on the Thomas Morrow Survey, A-521 and William J. Cairnes Survey, A-148 and being all of the 10.000 acre tract surveyed by William J. Cairnes and with Florence Corbridge by Charles W. Roberts and wife Josephine A. Roberts by deed dated May 4, 1939 and recorded in Volume 1182, Page 139 and all of the 11.268 acre tract surveyed by William J. Cairnes and wife Florence Corbridge by W. E. Cook and wife White Blue Cook and Max Cook, a minor by deed dated March 11, 1971 and recorded in Volume 759, Page 374 and part of the 72.00 acre tract surveyed by William J. Cairnes by P. T. Hatcher et al by deed dated April 11, 1978 and recorded in Volume 269, Page 261 of the Navarro County Deed Records, said lot, tract, or parcel of land being more particularly described by metes and bounds as follows:

Beginning at a 3/8" iron rod found at the Southeast corner of the 72.00 acre tract, the Southeast corner of the 10.000 acre tract, the Southeast corner of Lot 1, Block 1713 recorded in Volume 9, Page 76 of the Navarro County Deed Records and in the North margin of the Union Pacific Railway Company right-of-way;

THENCE NORTH 01 degree 07 minutes 49 seconds East 1081.79 feet to a 1/2" iron rod found at the Northeast corner of Lot 1, Block 1713, the Northeast corner of the 10.000 acre tract, the Southeast corner of the 11.268 acre tract and in the South margin of State Highway 31;

THENCE NORTH 60 degrees 11 minutes 08 seconds East, at 884.26 feet from a 1/2" iron rod found at the Northeast corner of the 10.000 acre tract and in all 884.26 feet to a 1/2" iron rod found at an angle point in the South margin of State Highway 31;

THENCE continuing along the South margin of State Highway 31, North 60 degrees 40 minutes East (line of Mathematical Center) 381.00 feet to a 1/2" iron rod found and North 70 degrees 56 minutes East 711.23 feet to a 1/2" iron rod found at the Northeast corner of the C. R. Cook Section 2.79 acre tract, recorded in Volume 269, Page 261;

THENCE SOUTH 84 degrees 51 minutes 05 seconds East 208.26 feet to a 1/2" iron rod set at the Southeast corner of the 2.79 acre tract and the Southeast corner of the 11.268 acre tract;

THENCE NORTH 60 degrees 15 minutes 30 seconds East 208.26 feet to a point set corner in the Southeast line of the 2.79 acre tract and the Northeast line of the 72.00 acre tract; THENCE East 1/2" iron rod South 50 degrees 28 minutes 10 seconds East 2.20 feet;

THENCE through the 72.00 acre tract, North 26 degrees 38 minutes 10 seconds East 884.26 feet to a 1/2" iron rod found in the South line of the 72.00 acre tract, and the North margin of the railroad;

THENCE NORTH 76 degrees 24 minutes 16 seconds East, along the North margin of the railroad, 1724.26 feet to the place of beginning and containing 26.270 acres of land.

That on the Planning and Zoning Commission for the City of Corcoran, its Survey approved this plat on this the 22 day of April, 2023.

Vol-7 Pg 204  
FILED FOR RECORD  
AT 10:55 O'CLOCK A.M.  
MAY 11 2023  
SHERIFF  
COUNTY CLERK  
DEPUTY

FINAL PLAT  
SHOWING  
LOTS 2 & 3, BLOCK 1713

STATE OF TEXAS:  
COUNTY OF NAVARRO: KNOW ALL MEN BY THESE PRESENTS:  
Before me, the undersigned, a Notary Public in and for said County and State do hereby certify that William J. Cairnes is the person whose name is subscribed to the foregoing plat and that they executed it for the purposes therein expressed.

I, William J. Cairnes, do hereby certify that this is the 17<sup>th</sup> day of April, 2023.

William J. Cairnes  
NOTARY PUBLIC

STATE OF TEXAS:  
COUNTY OF NAVARRO: KNOW ALL MEN BY THESE PRESENTS:  
That I, Connie A. Handberg, Jr., City Engineer for the City of Corcoran do hereby certify that the foregoing plat was filed in my office for my inspection and approval, and was approved on this the 22 day of April, 2023.

Connie A. Handberg, Jr.  
CITY ENGINEER



CORPORATE ACKNOWLEDGEMENT

I, Maryl Johnson, Executive Director of the Corcoran-Navarro County Economic Development Commission do hereby certify that this Corcoran-Navarro County Economic Development Commission is the owner of the property shown herein and that under this plat of mine.

Maryl Johnson  
Maryl Johnson, Executive Director

STATE OF TEXAS:  
COUNTY OF NAVARRO: KNOW ALL MEN BY THESE PRESENTS:  
That I, Sherry Dowd, County Clerk for the County of Navarro, do hereby certify that this is the 22 day of April, 2023.

Sherry Dowd  
COUNTY CLERK

STATE OF TEXAS:  
COUNTY OF NAVARRO: KNOW ALL MEN BY THESE PRESENTS:  
That on the Planning and Zoning Commission for the City of Corcoran, its Survey approved this plat on this the 22 day of April, 2023.

Hatchery Young CHAIRMAN  
William J. Cairnes SECRETARY

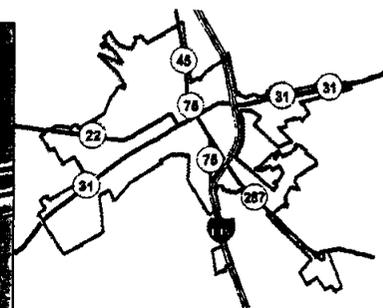
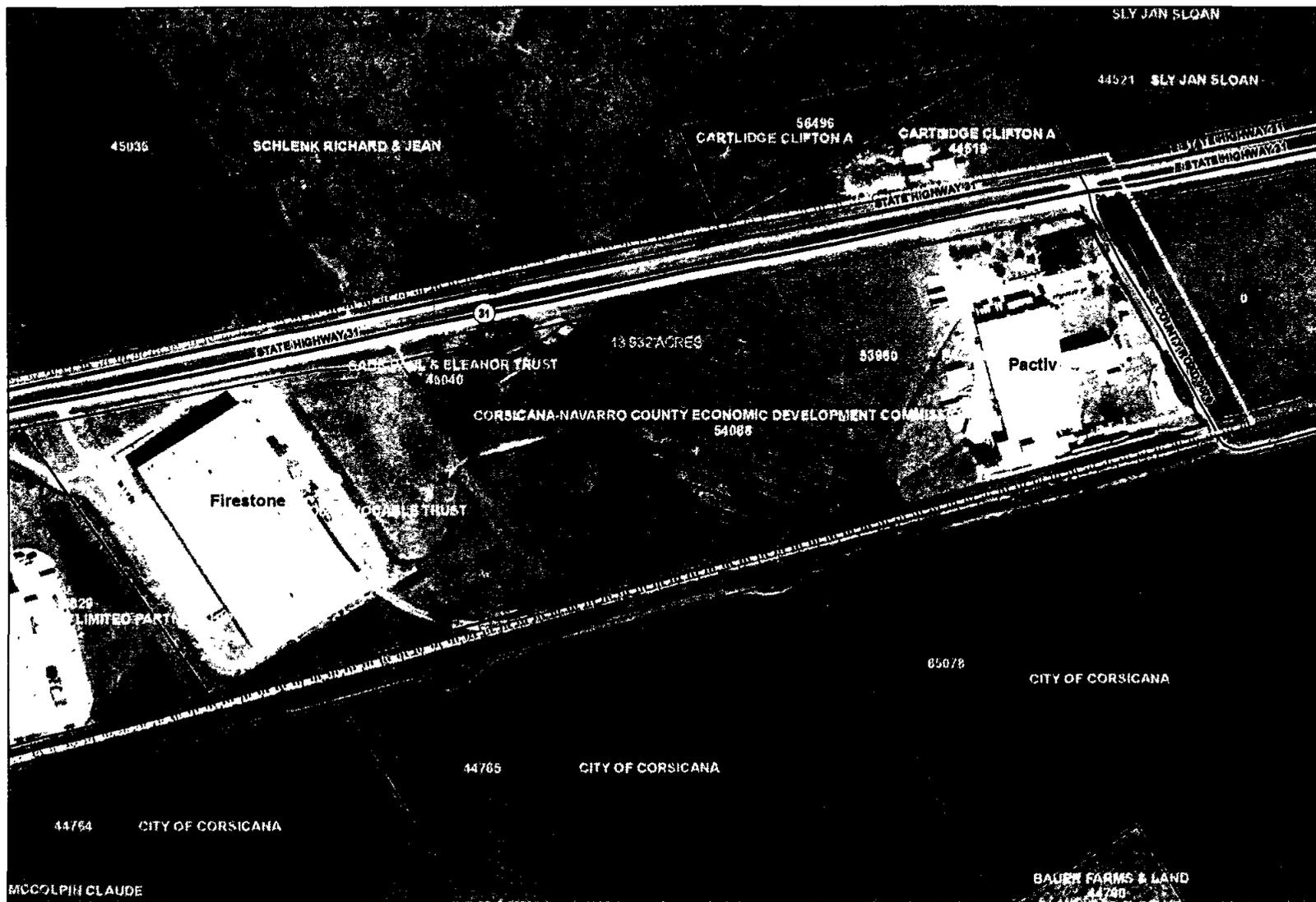
2-SURVEYOR'S CERTIFICATES

I, Billy D. Shepherd, Jr., Registered Professional Land Surveyor No. 25862, declare that the plat shown herein represents the results of an on-site survey made under my direction and supervision April 1, 2023 and said survey complies with the Texas Board of Professional Land Surveyors Standards effective September 1988.

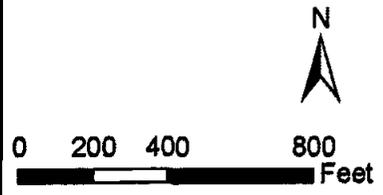
Billy D. Shepherd, Jr.  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 25862  
1988-L. SOUTH TEXAS SURVEYING COMPANY, INC. 1978-L.

1207

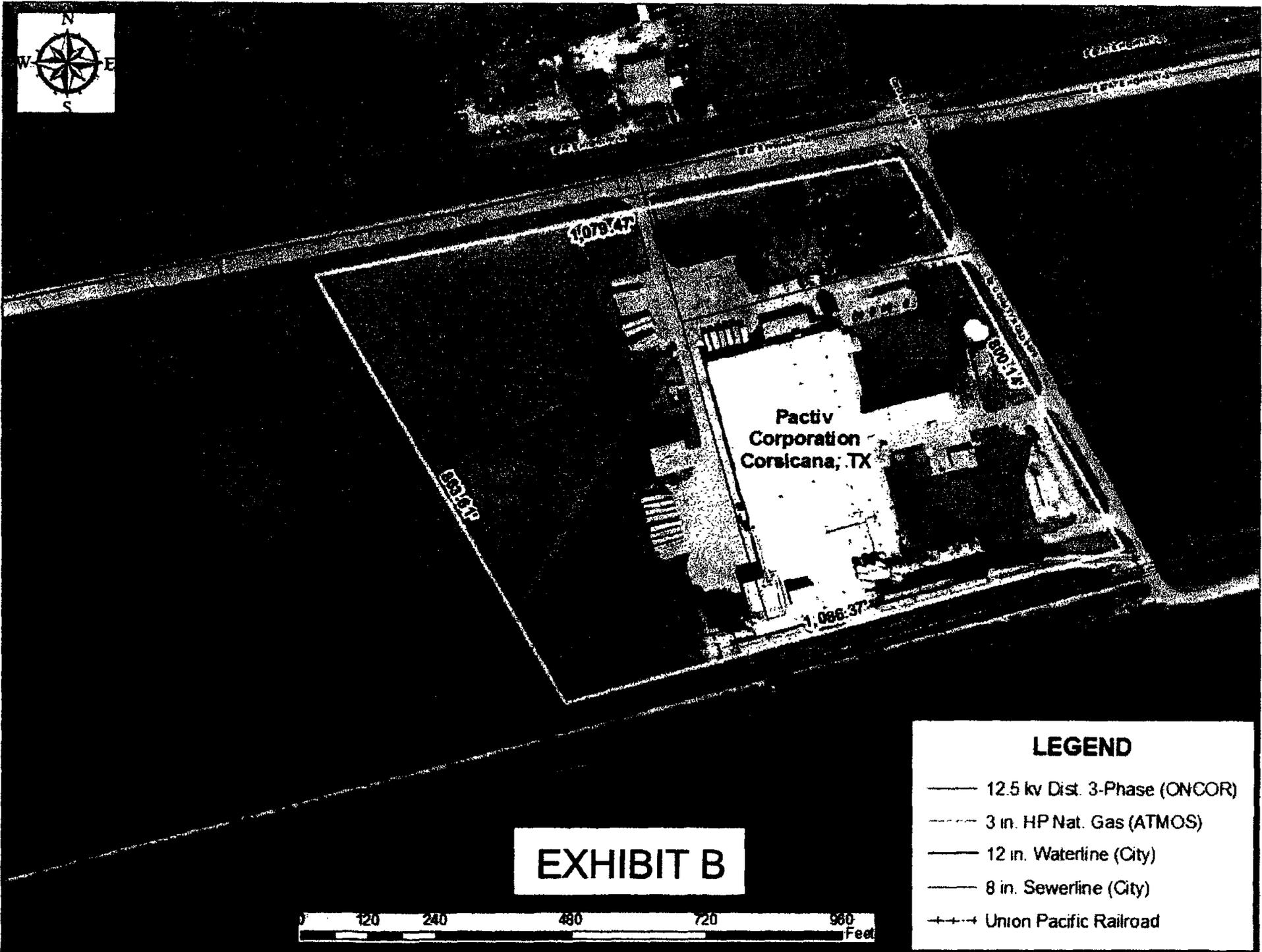
Exhibit B  
 Pactiv Corp  
 Corsicana, TX



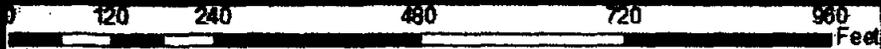
- Existing Features**
- City Limits
  - Interstate
  - Highway
  - Streets
  - Railroad
  - Parcel Boundaries
  - Pactiv property proposed for tax abatement
  - Proposed area for tax abatement



1208



**EXHIBIT B**



- LEGEND**
- 12.5 kv Dist. 3-Phase (ONCOR)
  - - - 3 in. HP Nat. Gas (ATMOS)
  - 12 in. Waterline (City)
  - 8 in. Sewerline (City)
  - + + + Union Pacific Railroad

1209

**EXHIBIT "D"**  
**Estimated Tax Value Schedule**

Pactiv LLC  
 Corsicana, TX  
 External Tax Value

The depreciation schedule below is based upon straight line depreciation methods recommended by Corsicana jurisdiction

**Machinery & Equipment**

Initial Cost 33,068,564

Year	Cost	Depreciation Rate	Current Year		Accumulated Depreciation	Tax Net Book Value
			Depreciation Expense			
2014	33,068,564	4.00%	1,322,743		1,322,743	31,745,821
2015	33,068,564	4.00%	1,322,743		2,645,485	30,423,079
2016	33,068,564	4.00%	1,322,743		3,968,228	29,100,336
2017	33,068,564	4.00%	1,322,743		5,290,970	27,777,593
2018	33,068,564	4.00%	1,322,743		6,613,713	26,454,851
2019	33,068,564	4.00%	1,322,743		7,936,455	25,132,108
2020	33,068,564	4.00%	1,322,743		9,259,198	23,809,366
2021	33,068,564	4.00%	1,322,743		10,581,940	22,486,623
2022	33,068,564	4.00%	1,322,743		11,904,683	21,163,881
2023	33,068,564	4.00%	1,322,743		13,227,425	19,841,138
2024	33,068,564	4.00%	1,322,743		14,550,168	18,518,396

**Building**

Initial Cost 12,875,349

Assuming building placed in service in July

Year	Cost	Depreciation Rate	Current Year		Accumulated Depreciation	Tax Net Book Value
			Depreciation Expense			
2013	12,875,349	1.18%	151,543		151,543	12,723,806
2014	12,875,349	2.56%	330,124		481,667	12,393,682
2015	12,875,349	2.56%	330,124		811,791	12,063,558
2016	12,875,349	2.56%	330,124		1,141,915	11,733,434
2017	12,875,349	2.56%	330,124		1,472,039	11,403,310
2018	12,875,349	2.56%	330,124		1,802,163	11,073,187
2019	12,875,349	2.56%	330,124		2,132,287	10,743,063
2020	12,875,349	2.56%	330,124		2,462,411	10,412,939
2021	12,875,349	2.56%	330,124		2,792,534	10,082,815
2022	12,875,349	2.56%	330,124		3,122,658	9,752,691
2023	12,875,349	2.56%	330,124		3,452,782	9,422,567
2024	12,875,349	2.56%	330,124		3,782,906	9,092,443

**2012 APPLICATION FOR TAX ABATEMENT**

Instructions: Please print or type. Submit the completed and signed original copy of the 2012 Application for Tax Abatement with attachments to: The City of Corsicana Economic Development Department, 200 North 12th Street, Corsicana, Texas 75110

1. Date 10/26/2012

2. Name of Firm, Partnership or Corporation and mailing address

Please print or type:  
Pactiv LLC, 4501 East Highway 31, Corsicana, TX 75111

2a. Have you received a previous tax abatement from the City of Corsicana? YES (YES/ NO)

2b. If yes, when? 2010, 2005, 2001

3. Number of new full time employees to be added \_\_\_\_\_ 250  
(\*A minimum of 20 new, full-time [e.g. 40 hours/week] jobs are required.)

4. Number of acres of property to be developed \_\_\_\_\_ 34

4a. Plat of property and Development or Site Plan attached? \_\_\_\_\_ YES (YES/ NO)  
(Official Property Survey with mates and bounds required)

5. Estimated value of existing real property to be developed \_\_\_\_\_ \$8,027,160

6. Estimated value of real property improvements \_\_\_\_\_ \$12,500,000 Estimate  
(A minimum \$1,000,000.00 investment required, unless otherwise approved by City Council)

7. Estimated value of existing inventory \_\_\_\_\_ \$4,867,720

8. Estimated value of inventory to be added \_\_\_\_\_ \$3,250,000 Estimate

9. Estimated value of existing personal property \_\_\_\_\_ \$15,362,160

10. Estimated value of taxable personal property improvements \_\_\_\_\_ \$33,000,000 Estimate

11. Total estimated value of new taxable investment to be made (Total of Items # 6, 8 & 10) \$45,500,000

12. Description of real property improvements to be made:  
Construction of an additional 150,000 sf building attached to the existing building.

12. Description of Public Services available for project development and new facilities and / or services required.

Water:	N/A
Wastewater:	N/A
Railways:	New rail switches needed.
Natural Gas:	TBD
Electricity:	New transmission line needed.

13. One Year Development Schedule for all improvements.

1st Quarter:	Building expansion construction; Start of M&E Installation.
2nd Quarter:	Building expansion construction continues; M&E Installed.
3rd Quarter:	M&E Installed
4th Quarter:	Any remaining M&E Installed.

\* Qualification for pro-rating new employees is determined on a case-by-case basis.

1212

### 2012 APPLICATION FOR TAX ABATEMENT (Page 2)

14. Expected impact on the Corsicana Independent School District.

The creation of 250 new full-time positions should not have a negative impact on the CISD as we anticipate most of the job opportunities will be taken by Corsicana and the surrounding area residents.

15. Expected benefit to the local economy.

The community will benefit from taxable improvements to both real and personal property created by the significant Capital Investment. Additionally, the creation of a minimum of 250 full-time positions with benefits will provide opportunities to Corsicana residents.

16. Estimated annual payroll of new employees.

The 250 new full-time positions, which will be created as part of the Project, will provide a variety of well-paying job opportunities with an overall average salary above \$35,000.

17. Description of product to be manufactured or distributed.

Pactiv's Corsicana operations currently includes manufacturing of foams and polypropylene products, for customers such as Hefty and Kraft. We will be adding beaded foams to the mix; a product not currently manufactured in Corsicana. The beaded foams line will service customers as large as McDonalds.

18. Expected productive life of all real property improvements.

Approximately 40 years.

19. Identification and quantity of all Pollutants and Emissions:

TYPE	QUANTITY
AIR:	Applied for TCEQ Permit.
NOISE:	N/A
SOLID WASTE:	N/A
WASTEWATER:	TBD

20. Certification of no materially adverse environmental impact as a result of the improvements and operations

See attached.

21. Project in compliance with relevant zoning requirements.

Yes

22. Reasonable proof of financial ability.

Yes

23. References from past communities, if applicable.

N/A

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief.

sign here > *Reggie Goldsmith*  
 Phone: (847) 482-2469 Date: 10/26/2012

Submitted By (Please Print)  
 Name: Reggie Goldsmith  
 Title: Director, Operations Integration  
 Date: 20-Sep-12

Received by the City of Corsicana  
 Name: Lee McCleary  
 Title: Director of Economic Development  
 Date: 9/21/2012

For assistance in completing this form call the City of Corsicana, Texas - 903.654.4806. An Equal Opportunity Employer.

The City of Corsicana Economic Development Department  
200 North 12th Street, Corsicana, Texas 75110



September 20, 2012

Ms. Connie Standridge  
City Manager  
City of Corsicana, Texas  
200 N. 12<sup>th</sup> Street  
Corsicana, Texas 75110

Dear Ms. Standridge:

The purpose of this correspondence is to provide assurances that the planned \$50,000,000.00 (approximate) expansion of the existing Pactiv LLC Corsicana, Texas location will have no unacceptable environmental impact according to existing Environmental Protection Agency (EPA), Texas Commission on Environmental Quality (TCEQ), and the City of Corsicana, Texas codes, guidelines, and environmental regulations.

Sincerely,

A handwritten signature in black ink that reads "Reggie Goldsmith". The signature is written in a cursive style with a large initial "R".

Reggie Goldsmith  
Director, Operations Integration  
Pactiv LLC

#13

1214

1

INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN

NAVARRO COUNTY, TEXAS

AND

NORTH TEXAS HIDTA

AND

Dan Cauble

**RECEIVED**

DEC 11 2012

NAVARRO COUNTY  
AUDITOR'S OFFICE

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

1. Independent Contractor. Subject to the terms and conditions of this Agreement, Navarro County hereby engages the Contractor as an independent contractor to perform the services set forth herein with North Texas HIDTA, and the Contractor hereby accepts such engagement.
2. Duties, Terms, and Compensation. The Contractor's duties, term of engagement, compensation and provision for payment thereof shall be set forth in and attached as Exhibit A and Exhibit B, which may be amended in writing from time to time.
3. Expenses. During the term of this Agreement, the Contractor shall timely bill and Navarro County shall reimburse only approved, specified expenses, which are incurred in connection with the performance of the duties hereunder.
4. Written Reports. The contractor shall provide progress reports and a final results report upon request from Navarro County.
5. Termination. 1) Navarro County may immediately terminate this Agreement for cause at any time by written notice. 2) Termination will be effective upon delivery of written notice. 3) Either party may terminate this Agreement with or without cause at any time by 30 days written notice. At the termination of this Agreement, the Contractor shall receive as his/her sole compensation payment for services actually performed in accordance with the payment provision in Exhibit A hereof plus any expenses to which he/she is due and owing at the time of the termination.

6. **Independent Contractor.** This Agreement shall not render the Contractor an employee, partner, agent of, or representative of Navarro County, or any participating agency with the NT HIDTA for any purpose. The Contractor is and will remain an independent contractor in his/her relationship to Navarro County and the NT HIDTA. The NT HIDTA and Navarro County shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. NT HIDTA and Navarro County are not responsible for nor will they otherwise provide retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
7. **Choice of Law.** The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
8. **Arbitration.** Notwithstanding anything to the contrary contained in this Agreement, each party hereby agrees that no claim or dispute between Navarro County and the Contractor arising out of, or relating to this Agreement shall be decided by any arbitration proceeding including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Section 1-14) or any applicable state arbitration statute, provided that in the event that Navarro County is subject to an arbitration proceeding, notwithstanding this provision, the Contractor consents to be joined in the arbitration proceeding if the Contractor's presence is required or requested by Navarro County for complete relief to be accorded in the arbitration proceedings.
9. **Remedies.** No remedies or rights herein conferred upon the parties are intended to be exclusive of any remedy or right provided by law, but each shall be cumulative and shall be in addition to every other remedy or right given hereunder or now or thereafter existing at law or in equity.
10. **Headings.** Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.
11. **Waiver.** Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.
12. **Assignment.** Neither the Contractor nor Navarro County shall sell, assign, or transfer any rights or obligations under this Agreement in whole or in part without prior written consent of the other party.
13. **Notices.** Any and all notices, demands, or other communication required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if

deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice of demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to the Contractor:

If to Navarro County:           Kathy B. Hollomon, CPA  
Navarro County Auditor  
Navarro County Courthouse  
300 W. 3<sup>rd</sup> Avenue  
Corsicana, Texas 75110

If to the NT HIDTA:           North Texas HIDTA Executive Board  
8404 Esters Blvd., Suite 100  
Irving, Texas 75063

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

14. Indemnification. Contractor agrees to indemnify, defend and hold harmless all the NT HIDTA participating agencies and their respective officials, employees, agents, contractors, successors and assignees, in either their official or individual capacities, from and against any and all liabilities, claims, demands, damages, actions, losses or costs (including any costs incurred by attorneys representing any of them) arising out or any breach of this Agreement or performance of services hereunder and caused by and/or resulting from the negligence or willful misconduct of the Contractor.
15. Release. Contractor does hereby release, acquit and forever discharge Navarro County, NT HIDTA and the Executive Board, collectively referred to in this paragraph as NT HIDTA of any and all debts, damages, claims, causes of action, suit, liabilities, and demands of whatever nature which Contractor might now have or that might subsequently accrue by reason of any matter arising out of any related work performance of this position and particularly growing out of or in any way connected, directly with the provisions of this Agreement.
16. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
17. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understanding, and representations are hereby

terminated and canceled in their entirety and are of no further force and effect.

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

19. Miscellaneous Provisions:

a. This Agreement shall not bestow any rights upon any third party but rather shall bind and benefit the Contractor and Navarro County only.

b. Failure of either party to insist on the strict performance of any of the agreement herein or to exercise any right or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by all appropriate remedies.

c. The officer executing this Agreement on behalf of the parties hereby confirms that such officers have full authority to execute this Agreement and to bind the party he/she represents.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year written below. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Navarro County

By: [Signature]  
H.M. Davenport  
Date: 12-20-12

North Texas HIDTA Director

By: [Signature]  
Lance Stumpter  
Date: 1/2/2013

Contractor:

[Signature]  
Dan Cauble

Date: 1/2/2013

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

1. **DUTIES:** The RISC Co-Program Manager from the Dallas Police Department will provide the day to day supervision for the contractor and the North Texas HIDTA Director will evaluate the overall performance of the Contractor. The daily duties of the contractor will include but not be limited to:
  - A. Survey HIDTA Initiatives, federal, state and local agencies for training needs in the North Texas region to enhance investigative, analytical and administrative capabilities on topics with the issues of narcotics, terrorism, violent crime, gangs, trends, etc.
  - B. Locate and schedule training programs to meet needs of officers identified in survey and other methods:
    1. Using contacts developed over years
    2. Searching the Internet
    3. Working with other Training Coordinators and local academy directors
  - C. Coordinate off site training requests with future scheduled training on site so as to minimize the cost for training.
  - D. Design and distribute flyers on upcoming courses
  - E. Enroll students in classes via the HIDTA Training Tracker Program.
  - F. Prepare reports using data from HOTT system for management and PMP system.
  - G. Approve and confirm all enrollees and notify status of enrollment. Special emphasis is also made on the necessity to notify HIDTA if unable to attend a scheduled training event. This is done using e-mail, faxes and personal telephone calls.
  - H. Facilitate all on site training by:
    1. Contacting instructors and recommending lodging, transportation and airport pick up when needed

- 2. Prepare classroom for all classes including providing name placards for all students
- 3. Facilitate instructors in using classroom equipment including podium computer, overhead power point projector and all other audio/visual equipment.
- 4. Coordinating refreshments for students including coffee.

- I. Must be approved for a Law Enforcement National Security Clearance.
- J. Additional related duties may be assigned at the Discretion of the North Texas HIDTA Director.
- K. Working hours will be coordinated between the contractor and the North Texas HIDTA Director and will generally fall within the time frame of 7:30am to 5:00pm or as needed by specific training requirements.

- 2. TERM: This engagement shall commence on 1/1/2013 and shall continue in full force and effect until December 31, 2013.
- 3. CONTINGENCY: Notwithstanding anything to the contrary in paragraph 2 above, this Agreement will not be renewed or be effective for any term exceeding the initial Term described above unless Navarro County receives grant funding for North Texas HIDTA for the fiscal year in which the renewal or extended term falls.

4. COMPENSATION:

- a. Wages: Navarro County, upon recommendation of the Director, North Texas HIDTA, shall authorize payment to the Contractor for services provided by the Contractor for the term of this Agreement. Payment will consist of an hourly rate of \$17.97 not to exceed 30 hours per week, unless authorized by the North Texas HIDTA Director, and not to exceed a total of \$27,435 which is based on the amount equivalent to a GS 5 step 6 of the 2013 Federal pay scale for the Dallas-Fort Worth area. This contract will also include an approved phone allowance of \$40/month over the term of this Agreement. Overtime will not be authorized. Payments will be made once monthly, by submission of letterhead invoice to Navarro County.
- b. Expenses: Contractor will be reimbursed by Navarro County for approved North Texas HIDTA related travel and training, as detailed in the Navarro County Policies and Procedures Guide.
- c. Time off: Contractor will only be paid for the hours worked. This schedule will be approved in advance.
- d. Cellular Telephone Allowance: This position will be provided a monthly cellular telephone allowance of \$40 per month. This expense should be added to the contractor's annual compensation and will be paid with other wages and approved expenses.

- 5. RESPONSIBILITIES OF NAVARRO COUNTY: As the fiscal agent for the North Texas HIDTA, Navarro County has been designated by the NT HIDTA Executive Board to administer the cooperative agreement contract between ONDCP by

supplying the ONDCP with the proper documentation regarding any payment due to the Contractor and disbursing such funds to the Contractor. Payment by Navarro County to the Contractor does not create any special employment relationship and is not to be construed in any way to alter the Contractor's status.

**Exhibit B**

**County Of Navarro, Texas**

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

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

**General Requirements**

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

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

**1. LOBBYING**

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

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

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete

and submit Standard Form -LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

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

## **2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

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

A. The contractor certifies that it and its principals:

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

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

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

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

## **3. DRUG-FREE WORKPLACE**

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

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

(a). Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the

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 3<sup>rd</sup> 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.

          DONNE CRUBLE            
Business Name

          1/2/13            
Date

          DONNE? CRUBLE            
Printed Name

          [Signature]            
Signature

#14

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INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN

NAVARRO COUNTY, TEXAS

AND

NORTH TEXAS HIDTA

AND

Kevin Kelley

**RECEIVED**

DEC 11 2012

NAVARRO COUNTY  
AUDITOR'S OFFICE

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

1. Independent Contractor. Subject to the terms and conditions of this Agreement, Navarro County hereby engages the Contractor as an independent contractor to perform the services set forth herein with North Texas HIDTA, and the Contractor hereby accepts such engagement.
2. Duties, Terms, and Compensation. The Contractor's duties, term of engagement, compensation and provision for payment thereof shall be set forth in and attached as Exhibit A and Exhibit B, which may be amended in writing from time to time.
3. Expenses. During the term of this Agreement, the Contractor shall timely bill and Navarro County shall reimburse only approved, specified expenses, which are incurred in connection with the performance of the duties hereunder.
4. Written Reports. The contractor shall provide progress reports and a final results report upon request from Navarro County.
5. Termination. 1) Navarro County may immediately terminate this Agreement for cause at any time by written notice. 2) Termination will be effective upon delivery of written notice. 3) Either party may terminate this Agreement with or without cause at any time by 30 days written notice. At the termination of this Agreement, the Contractor shall receive as his/her sole compensation payment for services actually performed in accordance with the payment provision in Exhibit A hereof plus any expenses to which he/she is due and owing at the time of the termination.

6. **Independent Contractor.** This Agreement shall not render the Contractor an employee, partner, agent of, or representative of Navarro County, or any participating agency with the NT HIDTA for any purpose. The Contractor is and will remain an independent contractor in his/her relationship to Navarro County and the NT HIDTA. The NT HIDTA and Navarro County shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. NT HIDTA and Navarro County are not responsible for nor will they otherwise provide retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
7. **Choice of Law.** The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
8. **Arbitration.** Notwithstanding anything to the contrary contained in this Agreement, each party hereby agrees that no claim or dispute between Navarro County and the Contractor arising out of, or relating to this Agreement shall be decided by any arbitration proceeding including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Section 1-14) or any applicable state arbitration statute, provided that in the event that Navarro County is subject to an arbitration proceeding, notwithstanding this provision, the Contractor consents to be joined in the arbitration proceeding if the Contractor's presence is required or requested by Navarro County for complete relief to be accorded in the arbitration proceedings.
9. **Remedies.** No remedies or rights herein conferred upon the parties are intended to be exclusive of any remedy or right provided by law, but each shall be cumulative and shall be in addition to every other remedy or right given hereunder or now or thereafter existing at law or in equity.
10. **Headings.** Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.
11. **Waiver.** Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.
12. **Assignment.** Neither the Contractor nor Navarro County shall sell, assign, or transfer any rights or obligations under this Agreement in whole or in part without prior written consent of the other party.
13. **Notices.** Any and all notices, demands, or other communication required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if

deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice of demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to the Contractor:

If to Navarro County:           Kathy B. Hollomon, CPA  
Navarro County Auditor  
Navarro County Courthouse  
300 W. 3<sup>rd</sup> Avenue  
Corsicana, Texas 75110

If to the NT HIDTA:           North Texas HIDTA Executive Board  
8404 Esters Blvd., Suite 100  
Irving, Texas 75063

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

14. **Indemnification.** Contractor agrees to indemnify, defend and hold harmless all the NT HIDTA participating agencies and their respective officials, employees, agents, contractors, successors and assignees, in either their official or individual capacities, from and against any and all liabilities, claims, demands, damages, actions, losses or costs (including any costs incurred by attorneys representing any of them) arising out or any breach of this Agreement or performance of services hereunder and caused by and/or resulting from the negligence or willful misconduct of the Contractor.
15. **Release.** Contractor does hereby release, acquit and forever discharge Navarro County, NT HIDTA and the Executive Board, collectively referred to in this paragraph as NT HIDTA of any and all debts, damages, claims, causes of action, suit, liabilities, and demands of whatever nature which Contractor might now have or that might subsequently accrue by reason of any matter arising out of any related work performance of this position and particularly growing out of or in any way connected, directly with the provisions of this Agreement.
16. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

- 17. **Entire Understanding.** This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understanding, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
- 18. **Unenforceability of Provisions.** If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.
- 19. **Miscellaneous Provisions:**
  - a. This Agreement shall not bestow any rights upon any third party but rather shall bind and benefit the Contractor and Navarro County only.
  - b. Failure of either party to insist on the strict performance of any of the agreement herein or to exercise any right or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by all appropriate remedies.
  - c. The officer executing this Agreement on behalf of the parties hereby confirms that such officers have full authority to execute this Agreement and to bind the party he/she represents.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year written below. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Navarro County

By:   
 H.M. Davenport

Date: 12-20-12

Contractor:   
 Kevin Kelley

North Texas HIDTA Director

By:   
 Lance Sumpter

Date: 1-2-2013

Date: 1-2-2013

**EXHIBIT A**  
**DUTIES, TERMS AND COMPENSATION**  
**FOR THE POSITION OF INFORMATION TECHNOLOGY SPECIALISTT**  
**WITH NORTH TEXAS HIDTA**

1. **DUTIES:** The Information Technology Manager will provide the day to day supervision for the contractor and the North Texas HIDTA Director will evaluate the overall performance of the Contractor. The daily duties of the contractor will include but not be limited to:
  - A. Provide daily assistance to the Information Technology Manager with the management of the Local Area Network, Wide Area Network, Virtual Private Network, and Internet Connection through the North Texas HIDTA servers.
  - B. As required, perform routine maintenance with guidance from the Information Technology Manager and emergency operations on Compaq Proliant 6400R, 5500R, 1600R and Gateway 8200R and ALR7200 servers. Also assist in the maintenance of Cisco routers, switches and firewalls. Maintenance and emergency operations will be provided for equipment located at the main North Texas HIDTA office and remote locations as directed. Travel to remote locations shall be in accordance with Section 4. b. of this exhibit.
  - C. Assist in inventories of equipment and assist in procurement, recycling and disposal of equipment as requested by the Information Technology Manager.
  - D. Assist federal, state and local law enforcement agency representatives to maintain and integrate computer network equipment associated with the North Texas HIDTA.
  - E. Provide, as necessary, daily fault analysis and assistance in the operation of approximately 150 law enforcement user workstations consisting of Gateway, Dell and other PC's. Also provide assistance with printers, scanners, monitors and other computer related equipment. Assist in the evaluation of compatibility of new equipment with existing systems. Provide instruction and/or training as required for users.
  - F. Provide daily assistance and operation of the network operating system, currently utilizing Redhat Enterprise 5, Google e-mail. Assist Information Technology Manager with necessary upgrades of network and workstation software.

- G. Provide assistance to the Information Technology Manager with fault analysis and implementation of a variety of user software programs at the North Texas HIDTA.
  - H. Must be approved for a Law Enforcement National Security Clearance.
  - I. Additional duties may be assigned at the Discretion of the North Texas HIDTA Director and the Information Technology Manager.
2. **CONTRACTUAL OBLIGATIONS:** Working hours will be established to insure proper computer network support services and approved by the North Texas HIDTA Director. The Contractor will work up to 1,800 hours during the calendar year.
3. **TERM:** This engagement shall commence on 1/1/2013 and shall continue in full force and effect until December 31, 2013. The Agreement will be reviewed and renewed annually (subject to the contingency set forth below and acceptable performance by the Contractor) or to any changes agreed to in writing by both parties.
4. **CONTINGENCY:** Notwithstanding anything to the contrary in paragraph 2 above, this Agreement will not be renewed or be effective for any term exceeding the initial Term described above unless Navarro County receives grant funding for North Texas HIDTA for the fiscal year in which the renewal or extended term falls.
5. **COMPENSATION:**
- a. **Wages:** Navarro County, upon recommendation of the Director, North Texas HIDTA, shall authorize payment to the Contractor for services provided by the Contractor for the term of this Agreement. Payment will consist of an hourly rate equivalent to a GS 11 step 2 on the approved 2013 Federal GS pay scale for the Dallas-Fort Worth locality, plus a 30% allowance for fringe benefits. Overtime will not be authorized.
  - b. **Expenses:** Contractor will be reimbursed by Navarro County for approved North Texas HIDTA related travel and training, as detailed in the Navarro County Policies and Procedures Guide.
  - c. **Cellular Telephone Allowance:** This position will be provided a monthly cellular telephone allowance of \$75 per month. This expense should be added to the contractor's annual compensation and will be paid with other wages and approved expenses.
6. **RESPONSIBILITIES OF NAVARRO COUNTY:** As the fiscal agent for the North Texas HIDTA, Navarro County has been designated by the NT HIDTA Executive Board to administer the cooperative agreement contract between ONDCP by supplying the ONDCP the proper documentation regarding any payment due to the Contractor and disbursing such funds to the Contractor. Payment by Navarro County to the Contractor does not create any special employment relationship and is not to be construed in any way to alter the Contractor's status.

**Exhibit B****County Of Navarro, Texas****CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION  
AND OTHER  
RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS;  
FEDERAL  
DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING  
REGULATIONS**

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

**General Requirements**

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

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

**1. LOBBYING**

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

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

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection

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

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

## **2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

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

A. The contractor certifies that it and its principals:

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

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

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

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

## **3. DRUG-FREE WORKPLACE**

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

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

(a). Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled

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 3<sup>rd</sup> Avenue, Corsicana, Texas 75110. Notice shall include the identification number of each affected grant.

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

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

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

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

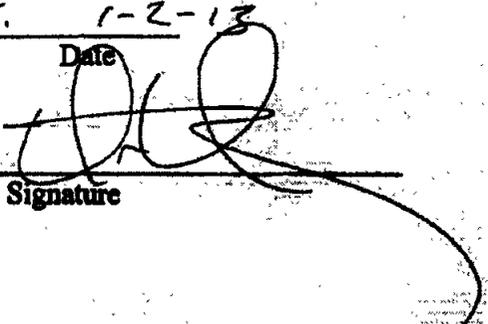
The contractor certifies to the best of its knowledge and belief, that it is not delinquent in the repayment of any federal debt.

**5. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS**

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

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

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

<u>OMME PROFESSIONAL SERVICES, INC.</u>	<u>1-2-13</u>
Business Name	Date
<u>KEVIN KELLEY</u>	
Printed Name	Signature

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INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN

NAVARRO COUNTY, TEXAS

AND

NORTH TEXAS HIDTA

AND

CONNIE McCRARY

**RECEIVED**

DEC 11 2012

NAVARRO COUNTY  
AUDITOR'S OFFICE

THIS AGREEMENT is entered into by and between Navarro County, the North Texas High Intensity Drug Trafficking Area, and CONNIE McCRARY ("the Contractor").

1. Independent Contractor. Subject to the terms and conditions of this Agreement, Navarro County hereby engages the Contractor as an independent contractor to perform the services set forth herein with North Texas HIDTA, and the Contractor hereby accepts such engagement.
2. Duties, Terms, and Compensation. The Contractor's duties, term of engagement, compensation and provision for payment thereof shall be set forth in and attached as Exhibit A and Exhibit B, which may be amended in writing from time to time.
3. Expenses. During the term of this Agreement, the Contractor shall timely bill and Navarro County shall reimburse only approved, specified expenses, which are incurred in connection with the performance of the duties hereunder.
4. Written Reports. The contractor shall provide progress reports and a final results report upon request from Navarro County.
5. Termination. 1) Navarro County may immediately terminate this Agreement for cause at any time by written notice. 2) Termination will be effective upon delivery of written notice. 3) Either party may terminate this Agreement with or without cause at any time by 30 days written notice. At the termination of this Agreement, the Contractor shall receive as his/her sole compensation payment for services actually performed in accordance with the payment provision in Exhibit A hereof plus any expenses to which he/she is due and owing at the time of the termination.

6. **Independent Contractor.** This Agreement shall not render the Contractor an employee, partner, agent of, or representative of Navarro County, or any participating agency with the NT HIDTA for any purpose. The Contractor is and will remain an independent contractor in his/her relationship to Navarro County and the NT HIDTA. The NT HIDTA and Navarro County shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. NT HIDTA and Navarro County are not responsible for nor will they otherwise provide retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
7. **Choice of Law.** The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
8. **Arbitration.** Notwithstanding anything to the contrary contained in this Agreement, each party hereby agrees that no claim or dispute between Navarro County and the Contractor arising out of, or relating to this Agreement shall be decided by any arbitration proceeding including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Section 1-14) or any applicable state arbitration statute, provided that in the event that Navarro County is subject to an arbitration proceeding, notwithstanding this provision, the Contractor consents to be joined in the arbitration proceeding if the Contractor's presence is required or requested by Navarro County for complete relief to be accorded in the arbitration proceedings.
9. **Remedies.** No remedies or rights herein conferred upon the parties are intended to be exclusive of any remedy or right provided by law, but each shall be cumulative and shall be in addition to every other remedy or right given hereunder or now or thereafter existing at law or in equity.
10. **Headings.** Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.
11. **Waiver.** Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.
12. **Assignment.** Neither the Contractor nor Navarro County shall sell, assign, or transfer any rights or obligations under this Agreement in whole or in part without prior written consent of the other party.
13. **Notices.** Any and all notices, demands, or other communication required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if

deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice of demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to the Contractor:

If to Navarro County:            Kathy B. Hollomon  
Navarro County Auditor  
Navarro County Courthouse  
300 W. 3<sup>rd</sup> Avenue  
Corsicana, Texas 75110

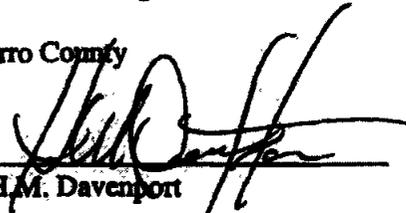
If to the NT HIDTA:            North Texas HIDTA Executive Board  
8404 Esters Blvd., Suite 100  
Irving, Texas 75063

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

14. **Indemnification.** Contractor agrees to indemnify, defend and hold harmless all the NT HIDTA participating agencies and their respective officials, employees, agents, contractors, successors and assignees, in either their official or individual capacities, from and against any and all liabilities, claims, demands, damages, actions, losses or costs (including any costs incurred by attorneys representing any of them) arising out or any breach of this Agreement or performance of services hereunder and caused by and/or resulting from the negligence or willful misconduct of the Contractor.
15. **Release.** Contractor does hereby release, acquit and forever discharge Navarro County, NT HIDTA and the Executive Board, collectively referred to in this paragraph as NT HIDTA of any and all debts, damages, claims, causes of action, suit, liabilities, and demands of whatever nature which Contractor might now have or that might subsequently accrue by reason of any matter arising out of any related work performance of this position and particularly growing out of or in any way connected, directly with the provisions of this Agreement.
16. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

- 17. **Entire Understanding.** This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understanding, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
- 18. **Unenforceability of Provisions.** If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.
- 19. **Miscellaneous Provisions:**
  - a. This Agreement shall not bestow any rights upon any third party but rather shall bind and benefit the Contractor and Navarro County only.
  - b. Failure of either party to insist on the strict performance of any of the agreement herein or to exercise any right or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by all appropriate remedies.
  - c. The officer executing this Agreement on behalf of the parties hereby confirms that such officers have full authority to execute this Agreement and to bind the party he/she represents.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year written below. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Navarro County  
 By:   
 H.M. Davenport  
 Date: 12-20-12

North Texas HIDTA Director  
 By:   
 Lance Sumpter  
 Date: 1-2-2013

Contractor:  
  
 CONNIE MCCRARY

Date: 1/7/2013

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

1. DUTIES: The Regional Intelligence Support Center Supervisor will provide the day to day supervision for the contractor and the North Texas HIDTA Director will evaluate the overall performance of the Contractor. The daily duties of the contractor will include but not be limited to:
  - a. Perform preliminary research and analysis of raw data from field reports and other sources to be used in conjunction with the initiation and development of major investigations.
  - b. Select, abstract, or excerpt data from specific intel sources and case files, then compile information.
  - c. Prepare organized presentation of research results.
  - d. Collate data from case files and various reporting sources.
  - e. Identify trafficker associations and overt acts.
  - f. Maintain working-level relationships with law enforcement counterparts in other intelligence activities to exchange pertinent information.
  - g. Render support to investigations including, but not restricted to, network analysis, financial analysis, telephone toll analysis, document analysis, and event analysis.
  - h. Operate computer databases and software including Microsoft Word, Excel, Power Point, Pen Link, Analyst Notebook, RAID, and other programs necessary for analytical and case support.
  - i. Offer opinions and provide investigative leads based on intelligence analysis.
  - j. Obtain and integrate information into a cohesive case file.
  - k. Target/identify crimes and crime trends.
  - l. Identify criminals through the use of education and information assessment.
  - m. Provide support for prosecution of cases in court.
  - n. Provide support to investigators involved in long-term complex case Investigation.
  - o. Intelligence analysis production (narratives, summaries, reports, etc., based on intel analysis).
  - p. Graphics production (link charts, association matrices, and court presentation products).
  - q. Post-seizure analysis (information gathered as a result of an arrest or seizure which aids in case development and lead generation).
  - r. Receive requests for event and subject "deconfliction" and perform necessary data base checks in the Watch Center.
  - s. Assist with other research and analytical assignments as directed by NT HIDTA supervision.

2. **TERM:** This engagement shall commence on 1/01/2013 and shall continue in full force and effect until December 31, 2013. The Agreement will be reviewed and renewed annually (subject to the contingency set forth below and acceptable performance by the Contractor) or to any changes agreed to in writing by both parties.
3. **CONTINGENCY:** Notwithstanding anything to the contrary in paragraph 2 above, this Agreement will not be renewed or be effective for any term exceeding the initial Term described above unless Navarro County receives grant funding for North Texas HIDTA for the fiscal year in which the renewal or extended term falls.
  - A. **CONTRACTUAL OBLIGATIONS:** Working hours will be established to insure proper support provided and approved by the North Texas HIDTA Director. The Contractor will provide 1,840 hours of contract services during the calendar year.
4. **COMPENSATION:**
  - a. **Wages:** Navarro County, upon recommendation of the Director, North Texas HIDTA, shall authorize payment to the Contractor for services provided by the Contractor for the term of this Agreement. Payment will consist of an annual sum equivalent to a GS 7 step 5 on the approved 2013 Federal GS pay scale for the Dallas-Fort Worth locality, plus a 25% allowance for fringe benefits to be paid in equal installments. Overtime will not be authorized.
  - b. **Expenses:** Contractor will be reimbursed by Navarro County for approved North Texas HIDTA related travel and training, as detailed in the Navarro County Policies and Procedures Guide.
5. **RESPONSIBILITIES OF NAVARRO COUNTY:** As the fiscal agent for the North Texas HIDTA, Navarro County has been designated by the NT HIDTA Executive Board to administer the cooperative agreement contract between ONDCP by supplying the ONDCP the proper documentation regarding any payment due to the Contractor and disbursing such funds to the Contractor. Payment by Navarro County to the Contractor does not create any special employment relationship and is not to be construed in any way to alter the Contractor's status.

**Exhibit B****County Of Navarro, Texas****CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION  
AND OTHER  
RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS;  
FEDERAL  
DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING  
REGULATIONS**

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

**General Requirements**

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

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

**1. LOBBYING**

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

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

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete

and submit Standard Form -LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

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

## **2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

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

A. The contractor certifies that it and its principals:

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

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

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

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

## **3. DRUG-FREE WORKPLACE**

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

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

(a). Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the

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 3<sup>rd</sup> 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.

Connie McCrary  
Business Name

1/7/13  
Date

Connie McCrary  
Printed Name

Connie McCrary  
Signature

# Navarro County - Adult Probation

## Existing

### WorkCentre 7345

- Copy/Print/Scan/Fax/Staple/Hole Punch
  - 45 ppm B/W and 35 ppm Color
  - 6,000 B/W and 250 Color impressions included \$ 469.59
  - B/W overages = \$.009 and Color overages = \$.0896
  - 4,724 B/W and 776 Color average volume + 47.13
- \$ 516.72**

### WorkCentre 7335

- Copy/Print/Scan/Fax/Staple/Hole Punch
  - 35 ppm B/W and 31 ppm Color
  - 4,500 B/W and 250 Color impressions included \$ 401.43
  - B/W overages = \$.009 and Color overages = \$.0896
  - 4,206 B/W and 666 Color average volume + 37.27
- \$ 438.70**

## Proposed Replacement

### WorkCentre 7545

- Copy/Print/Scan/Fax/Staple/Hole Punch
  - 45 ppm B/W or Color
  - 5,500 B/W and 250 Color impressions included \$ 379.29
  - B/W overages = \$.0094 and Color overages = \$.0633
  - 4,724 B/W and 776 Color average volume + 33.30
- \$ 412.59**

### WorkCentre 7545

- Copy/Print/Scan/Fax/Staple/Hole Punch
  - 45 ppm B/W or Color
  - 4,500 B/W and 250 Color impressions included \$ 369.89
  - B/W overages = \$.0094 and Color overages = \$.0633
  - 4,206 B/W and 666 Color average volume + 26.08
- \$ 395.97**

1246



# Lease Agreement

Customer: NAVARRO, COUNTY OF

BillTo: NAVARRO COUNTY OF  
AUDITORS OFFICE  
300 W 3RD AVE  
CORSICANA, TX 75110-4672

Install: NAVARRO COUNTY OF  
ADULT PROBATION  
3RD FLOOR  
300 W 3RD AVE  
CORSICANA, TX 75110-4672

Tax ID#: 1

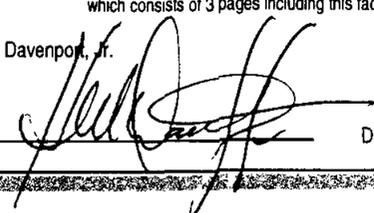
Negotiated Contract : 072535000

Solution				
Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1.	<b>W7545P (WC7545P PRINTER)</b> - 3-hole Punch(fin-lx) - 1 Line Fax - Office Finisher Lx - Hi Cap Tandem Tray - Customer Ed - Analyst Services	Lease Term: 48 months Purchase Option: FMV	- Xerox WC7345P S/N FKA611237 Trade-In as of Payment 47	12/21/2012
2.	<b>W7545P (WC7545P PRINTER)</b> - 3-hole Punch(fin-lx) - 1 Line Fax - Office Finisher Lx - Hi Cap Tandem Tray - Customer Ed - Analyst Services	Lease Term: 48 months Purchase Option: FMV	- Xerox WC7335P S/N FKA935565 Trade-In as of Payment 46	12/21/2012

## Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 3 pages including this face page.

Signer: H.M. Davenport, Jr. Phone: (903)654-3095

Signature:  Date: 12-20-12

Thank You for your business!  
This Agreement is proudly presented by Xerox and

**Peggy Rush**  
(254)776-0265

For information on your Xerox Account, go to [www.xerox.com/AccountManagement](http://www.xerox.com/AccountManagement)



1247

# Lease Agreement



## Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. W7545P	\$379.29	1: BW	1 - 5,500	Included	- Consumable Supplies Included for all prints - Pricing Fixed for Term
			5,501+	\$0.0094	
		2: COLOR	1 - 250	Included	
			251+	\$0.0633	
2. W7545P	\$369.89	1: BW	1 - 4,500	Included	- Consumable Supplies Included for all prints - Pricing Fixed for Term
			4,501+	\$0.0094	
		2: COLOR	1 - 250	Included	
			251+	\$0.0633	
Total	\$749.18	Minimum Payments (Excluding Applicable Taxes)			

**Lease Agreement**



Terms and Conditions

**INTRODUCTION:**

**1. NEGOTIATED CONTRACT.** The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

**PRICING PLAN/OFFERING SELECTED:**

**2. FIXED PRICING.** If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

**GENERAL TERMS & CONDITIONS:**

**3. REMOTE SERVICES.** Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data shall be transmitted in a secure manner specified by Xerox. The automatic data transmission capability will not allow Xerox to read, view or download the content of any Customer documents residing on or passing through the Equipment or Customer's information management systems.



# NETCOM

This Technology Service Level Agreement made and entered into between NETCOM, and NAVARRO COUNTY, Hereinafter referred to as "Customer".

### 1. ITEMS COVERED UNDER AGREEMENT

QTY	ITEM	QTY	ITEM	QTY	ITEM	QTY	ITEM
3	NORTEL OPTION 11 CABINETS	12	OPTION11 DIGITAL CARDS	1	NORTEL OPTION 11 CPU CARD		
3	NORTEL OPTION 11 POWER SUPPLY	3	NORTEL OPTION 11 SERVICES CARD				
5	NORTEL OPTION 11 ANALOG CARDS	2	NORTEL OPTION 11 PRI CARD				

### 2. PRICING

NETCOM agrees to maintain the items described in section "1" for which the CUSTOMER agrees to pay \$ 800.00 per month, plus applicable taxes

### 3. COVERAGE START DATE - 01/01/2013

### 4. SERVICE LEVEL AGREEMENT PARAMETERS

(A) Subject to the provisions of this paragraph, NETCOM will maintain equipment in "ITEMS COVERED UNDER MAINTENANCE", perpetually from the stated date. At the time of such date, the equipment will be free of defects in material and workmanship and will conform to applicable specifications. If any defects appear within this period, NETCOM will replace or repair the equipment at its expense. This service level agreement does not extend to replacing any equipment or repairing equipment which has been (1) subjected to misuse, neglect, accident or abuse, or severe electrical storm, fire, smoke or water damage,(2) wired, repaired or altered by any other than NETCOM without NETCOM'S express and prior approval, (3) improperly installed by someone other than NETCOM, its subcontractors or affiliated, (4) used in violation of instructions furnished by NETCOM. NETCOM will not be responsible for the performance of the equipment being sold hereunder if the CUSTOMER has or is immediately adjacent to equipment that generates major radio frequency interference or if the power provided to the system exceeds specifications (i.e. voltage, spikes, or brownouts).

(B) The specific services included in this agreement are as follows:

- 1. Preventive Maintenance (with email confirmation)
  - Bi-Weekly remote diagnostic checks
  - Scheduled on site preventive maintenance service calls
  - Storage and security management
- 2. Any part that fails is immediately replaced or repaired
- 3. Labor for replacing or repairing parts
- 4. Remote Programming
- 11. Troubleshooting carrier issues
- 5. User training
- 6. Admin Training
- 7. Telephone support
- 8. Yearly Technology Analysis for carrier services, hardware and software.
- 9. Software and Firmware updates
- 10. Guaranteed response time and issue resolution
- 12. Resolving carrier issues

(C) The above provisions shall be in lieu of and excludes all other expressed or implied warranties or merchantability, fitness or otherwise.

### 5. SPECIAL PROVISIONS

THE SERVICE AMOUNT IS BASED ON A 12 MONTH CONTRACT BUT THE TERMS ARE 6 MONTHS WITH THE OPTION TO CONTINUE AT THE SAME AMOUNT ON A MONTH TO MONTH BASIS  
OPTION ONE OF SECTION B HAS BEEN WAIVED AS PART OF THIS CONTRACT

In witness whereof, NETCOM and "CUSTOMER" have caused this purchase to be properly executed and binding upon the parties hereto and their respective successors and assigns.

BY 

Navarre Co. Judge      12-20-12  
Position/Title      Date  
Customer

BY 

VP OPS      1-18-13  
Position/Title      Date  
Netcom

**5. TAXES** - Unless otherwise stated, NETCOM'S prices do not include sales, use or similar taxes. Consequently, in addition to the prices herein specified, the amount of any present or future sales, use, excise, or other similar facts applicable to the sale of the items hereunder, shall be paid by the CUSTOMER or in lieu thereof the CUSTOMER shall provide NETCOM with a tax exemption certificate acceptable to NETCOM and the taxing authorities.

**6. ACCEPTANCE/CANCELLATION** - This order is subject to acceptance by NETCOM at its home office by an executive officer of NETCOM and it is not binding on NETCOM until such acceptance has been endorsed hereon, or, in the alternative, this order is an acknowledgement of order delivered by NETCOM to CUSTOMER. In an acknowledgement of order, NETCOM may correct errors as to items and prices contained in this order and the same shall be binding upon CUSTOMER unless objections are made in writing within two days of receipt of the acknowledgement of order. Contracts terms are 24 months minimum and are perpetual unless specified otherwise in "SPECIAL PROVISIONS". The customer may cancel with a 30 day notice after 24 months or other contract terms specified. Monthly or quarterly prorated amounts apply for final payment. Reasonable yearly increases of up to 10% may apply to cover the increased costs of maintaining aging equipment and software. Increases can only be applied once a year on the anniversary of the contract date and will be done without notification. Any new equipment installed will be automatically added to the contract the following year.

**7. DEFAULT** - If the undersigned fails to make the aforesaid payment or payments in cash, or if the undersigned shall petition for reorganization under the bankruptcy act or be adjudicated a bankrupt, or if a receiver shall be appointed for the undersigned's business, or if the undersigned shall make an assignment for the benefit of creditors, or if the undersigned shall remove the equipment from his present premises without the written consent of NETCOM, or should the undersigned violate any of the other covenants hereof, by him to be kept or performed, then NETCOM either (1) may declare the entire sum remaining unpaid hereunder including interest at a 18 percent per annum from date of invoice, to be immediately due and payable and elect to sue therefor, or (2) it may enter, with or without legal process and using such force as may be necessary, into or upon the premises where said goods, or any part thereof, may be, or is or are believed to be, and take possession thereof, and thereafter hold the same absolutely free from all claims of the undersigned hereunder as and for the reasonable rental of said goods and for the use, wear and tear thereof, or as much thereof as may be permitted by law; and the undersigned for himself and his successors in interest hereby waives all claims and rights of action for trespass or damages by reason of such entry, taking of possession and removal, and also waives so far as is consistent with public policy, the benefits of any statutes

of this State that may conflict with the conditions of this or any cause of action hereby given. Where action shall be taken hereunder by NETCOM through an attorney the undersigned shall pay an attorney fee if any shall be permitted by the law of the place of such action in highest amount so permitted.

**8. DELIVERY** - Unless otherwise specifically provided, delivery of the items hereunder shall be made f.o.b. point of shipment. In any event, risk of loss or damage in transit shall be borne by CUSTOMER who shall be responsible for filing any necessary claims against the carrier. Shipping dates, if any, are approximate and are based upon prompt receipt of all necessary information. NETCOM shall not be liable for delays in delivery or failure to manufacture or deliver (1) due to causes beyond its reasonable control or (2) to acts of God, acts of the CUSTOMER, acts of civil or military authority, priorities, fire, strikes, floods, epidemics, war, riots, delays in transportation or car shortages, or (3) inability due to cause beyond its reasonable control to obtain necessary labor, materials, components or manufacturing facility. In the event of any such delay, the date of delivery shall be extended for a period equal to the term loss by reason of the delays.

**9. CUSTOMER** agrees to obtain consent from his landlord or the building owner to install the equipment and to assist NETCOM in obtaining any other necessary approvals and permits. NETCOM shall perform the installation in a neat and workmanlike manner, but CUSTOMER understands and agrees that the installation of the system sold hereunder may necessarily and unavoidably result in damage to the CUSTOMER'S premises. CUSTOMER agrees that NETCOM and its agents and employees will not be responsible for the repair of damage to CUSTOMER'S premise resulting from the installation of this system not resulting from NETCOM'S negligence.

**10. TERMS OF PAYMENT** - Unless otherwise provided in this or other order documents forming a part of this contract, terms are balance due at commencement of contract. Subsequent payments are due according to the following. Monthly contracts are due at the first of the month. Quarterly contracts are due the first of January, April, July and October, and Yearly contracts are due the first of January or the first of the anniversary month. Interest will be charged and added to the prices applicable to the equipment on all payments past due and owed by the CUSTOMER under this contract at a rate of interest of 1 1/2% per month, or, if such rate is prohibited under applicable law, then at such lesser rate of interest as is the maximum rate permitted to be contracted for under such applicable law, interest charges hereunder shall be collectible as additional sums owing to NETCOM by CUSTOMER under the provisions of the Uniform Commercial Code.

**11. CUSTOMER** - certifies that the environment shall be clean and dry, and must be free of explosive or corrosive atmosphere, and that the air conditioning and heat shall be provided to hold the temperature between 40 and 80 degrees Fahrenheit, and CUSTOMER agrees to provide a separate dedicated, computer-grade power outlet to supply 120V AC, 60 HERTZ, 20 AMPS to the EQUIPMENT. CUSTOMER certifies the circuit to be regulated so that the voltage variations do not exceed +-5%.