NAVARRO COUNTY COMMISSIONER'S COURT

A Regular meeting of the Navarro County Commissioner's Court was held on Monday, the 8th day of July, 2013 at 10:00 a.m., in the County Courtroom of the Navarro County Courthouse in Corsicana Texas. Presiding Judge HM Davenport, Commissioners Present Jason Grant, David Warren, Dick Martin, and James Olsen.

- 1. 10:03 A.M. Motion to convene by Comm. Olsen sec by Comm. Warren All voted aye motion carried
- 2. Opening prayer by Commissioner Olsen
- 3. Pledge of Allegiance
- 4. Public Comments- Vicki Gray-Courthouse & Ronny Willis-Courthouse

PG 659A

CONSENT AGENDA

Motion to approve the consent agenda items 5-9 by Comm. Olsen sec by Comm. Grant All voted aye motion carried

- 5. Motion to approve the minutes from the previous meetings of June 10th, 2013, June 18, 2013, June 24, 2013, and July 1st, 2013
- 6. Motion to approve and pay bills as submitted by the County Auditor, including payroll (paid 6/30/13)
- 7. Motion to approve transfer of \$7,500 from Estrays (101-560-411) to Machinery & Equipment (101-560-575) to purchase livestock trailer for Sheriff's Office
- 8. Motion to approve transfer of \$1,500 from training and conference (101-497-428) to Part Time Help (101-497-114) in the Treasurer's Office
- 9. Motion to approve Surplus items for the Sheriff's Department

TO WIT PG 660-669

REGULAR AGENDA

- 10. No action taken on Burn Ban remains in place
- Motion to approve accepting presentation of fiscal year 2012 Combined Annual Financial Report by Paula Lowe by Comm. Martin sec by Comm. Grant All voted aye motion carried TO WIT PG 670-672

- 12. Motion to approve presentation of Texas Historical Commission "Distinguished Service Award" for 2012 presented to Navarro County Historical Commission by Judge Davenport sec by Comm. Olsen
 All voted aye motion carried

 TO WIT PG 673
- 13. Motion to approve Tax Collection Report for June 2013, Russell Hudson by Comm. Grant sec by Comm.Olsen
 All voted aye motion carried

 TO WIT PG 674-679
- 14. Motion to approve county auditor's May 2013 monthly financial report pursuant to LGC Sec 114.024 by Comm. Martin sec by Comm. Olsen All voted aye motion carried TO WIT PG 684-680
- 15. Motion to approve to Independent Contractor Agreement between Navarro County, North Texas HIDTA and Ruth L. Howe by Comm. Olsen sec by Comm. Martin

 TO WIT PG 685-694

 All voted aye motion carried
- 16. Motion to approve review of General Contractor's proposals for the restoration of the courthouse to Phoenix by Judge Davenport sec by Comm. Warren All voted aye motion carried
- 17. Motion to approve general contractor to be selected for restoration and renovation to Courthouse is Phoenix did agreed to honor its previous contract (\$8.68 million) until December 1, 2013 which is after the election by Judge Davenport sec by Comm. Warren All voted aye motion carried
- 18. Motion to approve abandoning the certificate of obligation funding method and approving for county portion of restoration project with Texas Historical Commission grant for the project of \$4.39 million and calling for a bond election at appropriate time as directed by bond council by Judge Davenport sec by Comm. Olsen
 All vote aye motion carried
- 19. Motion to adjourn by Comm. Martin sec by Comm. Warren All voted aye motion carried

I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR JULY 8th 2013.

SIGNED 8th DAY OF JULY 2013.

SHERRY DOWD, COUNTY CLERK





NAVARRO COUNTY COMMISSIONERS COURT

PUBLIC COMMENTS PARTICIPATION FORM

PRINT NAME AND SUBJECT

Date 7-8-13

NAME	SUBJECT
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MORRIS STEWARD

CHIEF DEPUTY



ELMER TANNER SHERIFF

NAVARRO COUNTY



CRIMINAL JUSTICE CENTER 300 WEST 2ND AVE CORSICANA, TX 75110 (903) 654-3001 Office (903) 654-3044 Fax

July 8, 2013

RE: Surplus Property

Old style gas powered miller welder s/n JB551194
48 inch box fan
Old gas pump s/n 411007
12 plastic gun cases
36 old metal ammo cases
Old electric drain cleaner
2005 Cargo Craft Enclosed Trailer unit # T10 s/n 4d6eb16235c008378

See additional lists of surplus items.

Sheriff Elmer Tanner

MORRIS STEWARD

CHIEF DEPUTY

NAVARRO COUNTY

ELMER TANNER SHERIFF



ERIFF'S OF
CRIMINAL JUSTICE CENTER
300 WEST 2ND AVE
CORSICANA, TX 75110
(903) 654-3001 Office

(903) 654-3044 Fax

Date: 6-26-13

Ref: Surplus property

From: Hank Bailey

Old style Gas powered Miller welder Ser# JB551194
48 inch box fan
Old Gas pump Ser # 411007
12 Plastic Gun cases
36 Ammo cans
Old Electric drain cleaner

Murray 20" Pushmower SERIAL # 742903362 W2VOOZ CALL FOR SUC. # CO7-07135

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NAVARRO COUNTY, TEXAS

COMPREHENSIVE ANNUAL FINANCIAL REPORT For The Fiscal Year Ended September 30, 2012



Navarro County Courthouse

FILED FOR RECORD AT 10:00 O'CLOCK & M.

JUL 08 2013

COUNTY CLERK NAVARRO COUNTY, TEXAS
BY DEPUTY



INDEPENDENT AUDITORS' REPORT

To the Honorable Judge and Members of the Commissioners' Court Navarro County, Texas

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Navarro County, Texas as of and for the year ended September 30, 2012, which collectively comprise the County's basic financial statements as listed in the table of contents. These financial statements are the responsibility of Navarro County, Texas' management. Our responsibility is to express opinions on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America, and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinions.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of Navarro County, Texas, as of September 30, 2012, and the respective changes in financial position thereof, for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

In accordance with Government's Auditing Standards, we have also issued a report dated April 29, 2013, on our consideration of the County's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards and should be considered in assessing the results of our audit.

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information and schedules of funding progress on pages 3 through 11 and 40 through 43 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise Navarro County, Texas' financial statements as a whole. The introductory section, combining and individual nonmajor fund financial statements and schedules, and statistical section, are presented for purposes of additional analysis and are not a required part of the financial statements. The accompanying Schedule of Expenditures of Federal Awards is presented for purposes of additional analysis as required by U. S. Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Nonprofit Organizations, and is also not a required part of the financial statements. The combining and individual nonmajor fund financial statements and schedules, and the Schedule of Expenditures of Federal Awards are the responsibility of Navarro County, Texas' management and were derived from and relate directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole. The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Pattillo, Brown & Hill, L.L.P.

April 29, 2013

TEXAS HISTORICAL COMMISSION

PRESENTS THIS

2012 DISTINGUISHED SERVICE AWARD

TO

NAVARRO COUNTY HISTORICAL COMMISSION

IN RECOGNITION OF ITS ACTIVE
AND WELL-BALANCED PRESERVATION PROGRAM









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





TOTAL PAGES INCLUDING COVER SHEET ___6__



			PENALTY &		COLLECTION	RENDITION	NET TAXES	MEMO ONLY	% CURRENT
DESCRIPTION	TAXES	DISCOUNT	INTEREST	SUBTOTAL	FEE	PENALTY	DUE	ATTY FEES	COLLECTED
NAVARRO COUNTY					us advisored microsome	CAD %			LEVY
CURRENT	112,771.49		15,896.48	128,667.97		5.30	128,662.67	256.46	17,003,685.46
DELINQUENT	19,970.06		8,216.12	28,186.18			28,186.18	5,278.98	%
TOTAL	132,741.55	_	24,112.60	156,854.15	_	5.30	156,848.85	5,535.44	0.66%
NAVARRO COLLEGE									LEVY
CURRENT	22,093.55		3,094.70	25,188.25		1.00	25,187.25	46.49	3,308,729.79
DELINQUENT	3,922.96		1,621.33	5,544.29			5,544.29	1,018.51	%
TOTAL	26,016.51	_	4,716.03	30,732.54	_	1.00	30,731.54	1,065.00	0.67%
CITY OF RICE									LEVY
CURRENT	1,142.95	-	134.99	1,277.94	39.47		1,238.47		141,532.60
DELINQUENT	108.51		27.22	135.73	7.35		128.38	12.26	%
TOTAL	1,251.46	•	162.21	1,413.67	46.82	0	1,366.85	12.26	0.81%
CITY OF KERENS									LEVY
CURRENT	2,798.32		419.74	3,218.06			3,218.06	63.86	260,001.90
DELINQUENT	1,500.55	-	686.47	2,187.02			2,187.02	437.42	%
TOTAL	4,298.87		1,106.21	5,405.08	_	o	5,405.08	501.28	1.08%
CITY OF CORSICANA									LEVY
CURRENT	38,737.25	-	5,476.83	44,214.08		5.19	44,208.89	133.80	7,868,390.26
DELINQUENT	8,936.04	*	3,771.29	12,707.33			12,707.33	2,196.88	%
TOTAL	47,673.29	-	9,248.12	56,921.41	-	5.19	56,916.22	2,330.68	0.49%

			PENALTY &		COLLECTION		NET TAXES	MEMO ONLY	% CURRENT
DESCRIPTION	TAXES	DISCOUNT	INTEREST	SUBTOTAL	FEE	PENALTY	DUE	ATTY FEES	COLLECTED
CITY OF BARRY									LEVY
CURRENT	262.75		39.42	302.17			302.17		18,486.02
DELINQUENT							-		%
TOTAL	262.75	es.	39.42	302.17	_	0	302.17	-	1.42%
CITY OF EMHOUSE									LEVY
CURRENT	490.23	· ·	73.51	563.74			563.74		8,389.34
DELINQUENT	***************************************			_			<u>-</u>		%
TOTAL	490.23	-	73.51	563.74	-	0	563.74	-	5.84%
CITY OF RICHLAND									LEVY
CURRENT	131.13	-	19.68	150.81			150.81		17,564.22
DELINQUENT	6.53		1.89	8.42			8.42	1.69	%
TOTAL	137.66	-	21.57	159.23	_	0	159.23	1.69	0.75%
CITY OF GOODLOW									LEVY
CURRENT	8.17	_	1.23	9.40	0.35		9.05		3,983.59
DELINQUENT							-		%
TOTAL	8.17		1.23	9.40	0.35	0	9.05		0.21%
CITY OF FROST									LEVY
CURRENT	2,617.49		339.04	2,956.53	97.82	0.10	2,858.61	6.92	83,032.40
DELINQUENT	317.33		123.22	440.55	32.38		408.17	82.75	%
TOTAL	2,934.82	_	462.26	3,397.08	130.20	0.10	3,266.78	89.67	3.15%
CITY OF DAWSON									LEVY
CURRENT	210.79		31.03	241.82			241.82		71,250.33
DELINQUENT	72.01		20.90	92.91			92.91	18.57	%
TOTAL	282.80		51.93	334.73		0	334.73	18.57	0.30%

			PENALTY &		COLLECTION	RENDITION	NET TAXES	MEMO ONLY	% CURRENT
DESCRIPTION	TAXES	DISCOUNT	INTEREST	SUBTOTAL	FEE	PENALTY	DUE	ATTY FEES	COLLECTED
CITY-BLOOMING GROVE	e de la companya de l								LEVY
CURRENT	828.31		112.77	941.08			941.08		100,911.55
DELINQUENT	26.93		8.57	35.50			35.50	7.10	%
TOTAL	855.24	_	121.34	976.58	-	0.00	976.58	7.10	0.82%
NAVARRO COUNTY ESD #1									LEVY
CURRENT	900.88		128.19	1,029.07	36,56		992.51	4.57	130,418.96
DELINQUENT	242.85		92.60	335.45	24.38		311.07	67.07	%
TOTAL	1,143.73	**	220.79	1,364.52	60.94	0	1,303.58	71.64	0.69%
BLOOMING GROVE ISD									LEVY
CURRENT	14,087.70		1,974.55	16,062.25			16,062.25		1,491,971.14
DELINQUENT	973.39		400.72	1,374.11			1,374.11	274.81	%
TOTAL	15,061.09	_	2,375.27	17,436.36	-	0	17,436.36	274.81	0.94%
DAWSON ISD									LEVY
CURRENT	8,380.39		1,208.87	9,589.26		0.06	9,589.20		1,512,890.22
DELINQUENT	1,523.75		604.96	2,128.71			2,128.71	425.74	%
TOTAL	9,904.14	_	1,813.83	11,717.97		0.06	11,717.91	425.74	0.55%
RICE ISD									LEVY
CURRENT	14,792.22		2,159.58	16,951.80			16,951.80	105.25	1,526,208.22
DELINQUENT	861.22		324.47	1,185.69			1,185.69	194.64	%
TOTAL	15,653.44	-	2,484.05	18,137.49	-	0.00	18,137.49	299.89	0.97%

	DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION	RENDITION PENALTY	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
	CORSICANA ISD									LEVY
	CURRENT	97,131.21		13,927.17	111,058.38		10.63	111,047.75	262.77	17,689,058.27
2	DELINQUENT	19,455.33		7,750.31	27,205.64			27,205.64	4,985.39	<u>%</u>
2	TOTAL	116,586.54	.	21,677.48	138,264.02	•	10.63	138,253.39	5,248.16	0.55%
	FROST ISD									\$ 1,099,457.65
	CURRENT	11,739.95		1,741.77	13,481.72			13,481.72	15.51	%
	DELINQUENT	2,593.14		1,058.89	3,652.03			3,652.03	730.40	1.07%
	TOTAL	14,333.09		2,800.66	17,133.75			17,133.75	745.91	
	GRAND TOTAL	389,635.38	-	71,488.51	461,123.89	238.31	22.28	460,863.30	16,627.84	

**COLLECTIONS FOR FROST ISD BEGAN 7/1/2012

		YF	R-TO-DATE % CURRE	NT COLLECTED:	
TOTAL COLLECTED	477,751.73	COUNTY	96.27%	CITY - FROST	92.29%
			96.20%	CITY DAWSON	90.31%
ROLLBACK TAXES		RICE	94.40%	CITY-BL GROVE	93.92%
		KERENS	91.23%	NC ESD #1	95.30%
TAX CERTIFICATES	1,460.00	CORSICANA	96.97%	B G ISD	94.72%
		BARRY	94.32%	DAWSON ISD	95.63%
HOT CK FEES	30.00	EMHOUSE	83.01%	RICE ISD	95.42%
		RICHLAND	88.00%	CORSICANA ISD	96.84%
		GOODLOW	79.36%	FROST ISD	95.48%

	TAXES	PENALTY & INTEREST	SUBTOTAL	RENDITION PENALTY CAD %	NET TAXES DUE	MEMO ONLY ATTORNEY FEES
CURRENT TAXES						
COUNTY	92,013.99	12,966.28	104,980.27	4.33	104,975.94	211.17
ROAD & BRIDGE	19,156.03	2,704.43	21,860.46	0.91	21,859.55	41.83
FLOOD CONTROL	1,601.47	225.77	1,827.24	0.06	1,827.18	3.46
TOTAL	112,771.49	15,896.48	128,667.97	5.30	128,662.67	256.46
DELINQUENT TAXES						
COUNTY	16,405.74	6,779.17	23,184.91		23,184.91	4,339.48
STATE	-	-				
ROAD & BRIDGE	3,291.92	1,326.84	4,618.76	1000	4,618.76	868.16
FLOOD CONTROL	272.40	110.11	382.51		382.51	71.34
TOTAL	19,970.06	8,216.12	28,186.18		28,186.18	5,278.98
TOTAL ALLOCATION						
COUNTY	108,419.73	19,745.45	128,165.18	4.33	128,160.85	4,550.65
STATE		-		-		
ROAD & BRIDGE	22,447.95	4,031.27	26,479.22	0.91	26,478.31	909.99
FLOOD CONTROL	1,873.87	335.88	2,209.75	0.06	2,209.69	74.80
TOTAL	132,741.55	24,112.60	156,854.15	5.30	156,848.85	5,535.44

COUNTY TAX REPORT Prepared by Gail Smith Navarro County Tax Office

Navarro County May 2013 Financial Report by Fund



	Current				
	Budget	Month	YTD		
General Fund:					
Revenues					
Property Taxes	13,444,136.00	368,170.90	12,915,870.85		
Other	4,822,049.31	468,104.81	3,231,961.81		
Total	18,266,185.31	836,275.71	16,147,832.66		
Expenditures		N ₀			
Commissioner's Court	84,611.04	4,813.39	54,809.48		
Planning & Dev.	341,439.00	27,751.66	206,283.48		
County Clerk	655,825.00	35,419.65	437,252.25		
District Clerk	491,158.00	60,004.05	332,829.14		
Veterans' Service	20,638.00	2,004.81	13,627.42		
Non Departmental	2,074,350.00	280,867.92	1,166,181.34		
Information Systems	92,740.00	6,772.80	50,526.78		
HAVA	18,000.00	0.00	17,863.03		
Elections	191,890.00	26,062.26	145,858.66		
Courthouse	652,316.00	56,469.47	362,552.58		
Extension	218,193.00	17,942.76	139,827.62		
Historical Commission	6,100.00	0.00	2,696.51		
County Judge	251,615.00	24,905.20	158,474.60		
County Court-at-law	762,462.76	70,414.98	357,421.34		
District Court	615,990.00	33,193.86	310,095.00		
JP Pct 1	188,240.00	13,502.65	128,984.60		
JP Pct 2	186,004.00	13,446.94	125,270.03		
JP Pct 3	182,053.00	13,449.50	122,038.07		
JP Pct 4	188,945.00	13,740.07	127,362.79		
District Attorney	911,603.50	64,227.26	517,691.62		
Law Library	5,423.00	117.70	3,045.36		
County Auditor	476,620.00	44,683.53	331,222.03		
County Treasurer	166,694.00	12,011.62	111,600.38		
Tax Assessor/Collector	524,323.00	39,416.57	336,669.81		
County Jail	4,973,593.00	402,521.07	2,892,077.01		
Constable Pct 1	36,463.00	3,901.91	21,825.14		
Constable Pct 2	34,445.00	2,469.02	19,847.54		
Constable Pct 3	3,975.00	479.03	2,031.70		
Constable Pct 4	35,216.00	3,708.56	21,762.12		
Sheriff	3,148,557.00	217,374.21	1,840,019.31		
Sheriff Communications	755,336.00	55,776.01	427,033.46		
Highway Patrol	86,572.00	6,922.96	61,492.81		
License & Weights	3,400.00	161.00	1,035.36		
Emergency Mgt	46,800.00	4,829.38	29,407.60		
CSCD	12,000.00	749.18	6,837.75		
Juvenile Expenditures	108,937.00	7,419.44	57,862.55		
Indigent Health	500,000.00	124,999.91	249,999.91		
Total	19,052,527.30	1,692,530.33	11,191,416.18		
General Net	(786,341.99)	(856,254.62)	4,956,416.48		

		Current	
	Budget	Month	YTD
Flood Control	,		
Revenues			
Property Taxes	248,504.00	6,664.61	236,929.85
Other	5,000.00	453.23	3,361.20
Total	253,504.00	7,117.84	240,291.05
Expenditures	400,000.00	9,907.00	142,378.25
Flood Control Net	(146,496.00)	(2,789.16)	97,912.80
Debt Service			
Revenues			
Property Taxes	539,356.00	14,999.83	526,208.40
Other	750.00	256.19	874.76
Total	540,106.00	15,256.02	527,083.16
Expenditures	523,760.00	0.00	506,155.00
Debt Svc. Net	16,346.00	15,256.02	20,928.16
Road & Bridge Pct. 1			
Revenues			
Property Taxes	723,001.00	19,879.49	698,718.17
State of TX	25,400.00	0.00	10,817.43
Vehicle Registration	225,000.00	11,277.63	167,320.61
Fines & Forfeitures	150,000.00	0.00	57,240.02
Other	1,500.00	383.61	2,330.43
Total	1,124,901.00	31,540.73	936,426.66
Expenditures			
Personnel	428,975.00	36,524.43	270,201.66
Supplies	309,000.00	22,013.03	155,888.80
Other Svcs & Charges	138,939.77	17,380.01	90,484.73
Capital Outlay	143,763.00	12,784.76	105,970.86
Total	1,020,677.77	88,702.23	622,546.05
R & B #1 Net	104,223.23	(57,161.50)	313,880.61

Navarro County May 2013 Financial Report by Fund

Current

	Budget	Month	YTD
Road & Bridge Pct. 2		,	
Revenues			
Property Taxes	731,501.00	19,879.49	698,718.17
State of TX	25,400.00	0.00	10,817.44
Vehicle Registration	225,000.00	11,277.63	167,320.61
Fines & Forfeitures	150,000.00	0.00	57,240.01
Other	1,500.00	399.72	5,005.81
Total	1,133,401.00	31,556.84	939,102.04
Expenditures	-,,		
Personnel	500,403.00	42,195.32	324,576.12
Supplies	420,000.00	35,468.45	161,402.20
Other Svcs & Charges	279,000.00	21,063.54	153,449.11
Capital Outlay	137,321.00	3,388.90	64,765.92
Total	1,336,724.00	102,116.21	704,193.35
R & B # 2 Net	(203,323.00)	(70,559.37)	234,908.69
Road & Bridge Pct. 3			
Revenues			
Property Taxes	731,501.00	19,879.49	698,718.17
State of TX	25,400.00	0.00	10,817.44
Vehicle Registration	225,000.00	11,277.63	167,320.59
Fines & Forfeitures	150,000.00	0.00	57,240.03
Other	1,500.00	1,715.32	3,427.33
Total	1,133,401.00	32,872.44	937,523.56
Expenditures		,	•
Personnel	538,103.00	48,276.54	341,164.42
Supplies	400,000.00	30,224.21	158,563.26
Other Svcs & Charges	157,170.94	24,108.21	108,091.54
Capital Outlay	116,111.00	5,183.52	72,933.06
Total	1,211,384.94	107,792.48	680,752.28
R & B #3 Net	(77,983.94)	(74,920.04)	256,771.28
Road & Bridge Pct. 4			
Revenues			
Property Taxes	731,501.00	19,879.47	698,718.15
State of TX	25,400.00	0.00	10,817.44
Vehicle Registration	225,000.00	11,277.62	167,320.60
Fines & Forfeitures	150,000.00	0.00	57,240.03
Other	1,500.00	378.65	2,014.29
Total	1,133,401.00	31,535.74	936,110.51
Expenditures			
Personnel	487,440.00	32,268.74	260,254.82
Supplies	520,000.00	42,378.22	191,768.20
Other Svcs & Charges	184,700.00	17,028.66	49,810.40
Capital Outlay	96,031.00	1,622.32	12,978.56
Total	1,288,171.00	93,297.94	514,811.98
R & B # 4 Net	(154,770.00)	(61,762.20)	421,298.53

Navarro County May 2013 Financial Report by Fund

Taxes	Recor	ded	for	May	2013	3
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Total

General Fund	176,975.01	13,092,845.86
Flood Control	3,135.92	240,065.77
Debt Service	7,200.55	533,408.95
Road & Bridge	37,626.70	2,832,499.36
	-	

224,938.18 16,698,819.94

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Navarro County Combined Indebtedness For the Fiscal Year Ending 9/30/2013

Description	2005 Refunding Bond	10 Tractor/ Mower Pct. 1	10 Motorgrader Pct. 1	10 Case Backhoe Pct. 2	10 JD Backhoe Pct. 4	08 Case Motor- grader Pct. 2	2009 Tractor Pct. 2	2009 Belly Dump Pct. 3	2009 Mack Trucks Pct. 3	2009 Cat Motor- grader Pct. 1	2012 Cat Motor- grader Pct. 1	2012 Cat Motor- grader Pct. 2	Total
Due to:	Citibank	John Deere Financial Corp.	Caterpillar Financial Svcs.	Welch State Bank	Welch State Bank	Welch State Bank	Welch State Bank	kansas State Bar of Manhattan	Kansas State Ban of Manhattan	Caterpillar Financial Svcs.	Welch State Bank	Welch State Bank	
Beginning Balance October:	1,500,000.00	19,683.44	110,341.53	35,019.35	46,167.24	42,602.60	11,439.28	7,771.67	96,629.27	44,989.55	0.00 190,194.00	0.00	1,914,643.93 190,194.00
Payments		707.04	2,828.50	1,699.13	1,463.51	2,784.25	802.10	632.98	2,475.51	3,665.59	5,089.60	0.00	22,148.21
Ending Balance November:	1,500,000.00	18,976.40	107,513.03	33,320.22	44,703.73	39,818.35	10,637.18	7,138.69	94,153.76	41,323.96	185,104.40	0.00 189,681.68	2,082,689.72 189,681.68
Payments		710.87	2,836.75	1,701.02	1,468.55	39,818.35	804.38	635.61	2,482.82	3,680.56	5,087.27	6,579.94	65,806.12
Ending Balance December:	1,500,000.00	18,265.53	104,676.28	31,619.20	43,235.18	0.00	9,832.80	6,503.08	91,670.94	37,643.40	180,017.13	183,101.74	2,206,565.28
Payments		714.72	2,845.03	1,710.00	1,473.60	0.00	806.67	638.26	2,490.14	3,695.59	5,111.50	3,180.54	22,666.05
Ending Balance January:	1,500,000.00	17,550.81	101,831.25	29,909.20	41,761.58	0.00	9,026.13	5,864.82	89,180.80	33,947.81	174,905.63	179,921.20	2,183,899.23
Payments		718.59	2,853.32	1,712.28	1,478.67	0.00	808.96	640.91	2,497.49	3,710.68	5,109.96	2,911.17	22,442.03
Ending Balance February:	1,500,000.00	16,832.22	98,977.93	28,196.92	40,282.91	0.00	8,217.17	5,223.91	86,683.31	30,237.13	169,795.67	177,010.03	2,161,457.20
Payments	480,000.00	722.49	2,861.64	1,717.94	1,483.75	0.00	811.26	643.58	2,504.85	3,725.83	5,131.32	2,972.62	502,575.28
Ending Balance March:	1,020,000.00	16,109.73	96,116.29	26,478.98	38,799.16	0.00	7,405.91	4,580.33	84,178.46	26,511.30	164,664.35	174,037.41	1,658,881.92
Payments		726.40	2,869.99	1,732.08	1,488.86	0.00	813.56	646.25	2,512.24	3,741.05		3,019.22	22,717.81
Ending Balance April:	1,020,000.00	15,383.33	93,246.30	24,746.90	37,310.30	0.00	6,592.35	3,934.08	81,666.22	22,770.25	159,496.19	171,018.19	1,636,164.11
Payments		730.33	2,878.36		1,493.98	0.00	815.87	648.94	2,519.65	3,756.32		2,986.71	22,703.71
Ending Balance May:	1,020,000.00	14,653.00	90,367.94		35,816.32	0.00	5,776.48	3,285.14	79,146.57	19,013.93		168,031.48	1,613,460.40
Payments		734.29	2,886.76	, , , , , , , , , , , , , , , , , , , ,	1,499.12	0.00	818.19	651.64	2,527.09	3,771.65		3,006.48	22,799.45
Ending Balance June:	1,020,000.00	13,918.71	87,481.18		34,317.20	0.00	4,958.29	2,633.50	76,619.48	15,242.28		165,025.00	1,590,660.95
Payments		738.27	2,895.17		1,504.27	0.00	820.51	654.35	2,534.54	3,787.06		3,000.80	22,842.91
Ending Balance July:	1,020,000.00	13,180.44	84,586.01	19,539.27	32,812.93	0.00	4,137.78	1,979.15	74,084.94	11,455.22		162,024.20	1,567,818.04
Payments		742.27	2,903.62	1,748.62	1,509.45	0.00	822.85	657.07	2,542.02	3,802.53		3,020.15	22,937.55
Ending Balance August:	1,020,000.00	12,438.17	81,682.39	17,790.65	31,303.48	0.00	3,314.93	1,322.08	71,542.92	7,652.69	138,829.13	159,004.05	1,544,880.49
Payments		746.29	2,912.09		1,514.64	0.00	825.18	659.80	2,549.52	3,818.05		3,014.96	22,983.03
Ending Balance September:	1,020,000.00	11,691.88	78,770.30	16,038.33	29,788.84	0.00	2,489.75	662.28	68,993.40	3,834.64	,	155,989.09	1,521,897.46
Payments	····	750.33	2,920.58	1,758.11	1,519.85	0.00	827.53	662.28	2,557.04	3,834.64	5,201.73	3,022.05	23,054.14
Ending Balance	1,020,000.00	10,941.55	75,849.72	14,280.22	28,268.99	0.00	1,662.22	0.00	66,436.36	0.00	128,437.22	152,967.04	1,498,843.32

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#15.



INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN

NAVARRO COUNTY, TEXAS

AND

NORTH TEXAS HIDTA

AND

Ruth L. Hawe

THIS AGREEMENT is entered into by and between Navarro County, the North Texas High Intensity Drug Trafficking Area, and Ruth L. Howe ("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. 3rd Avenue Corsicana, Texas 75110

If to the NT HIDTA:

North Texas HIDTA Executive Board

8404 Esters Blvd., Suite 100

Irving, Texas 75063

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

- 14. Indemnification. Contractor agrees to indemnify, defend and hold harmless all the NT HIDTA participating agencies and their respective officials, employees, agents, contractors, successors and assignees, in either their official or individual capacities, from and against any and all liabilities, claims, demands, damages, actions, losses or costs (including any costs incurred by attorneys representing any of them) arising out or any breach of this Agreement or performance of services hereunder and caused by and/or resulting from the negligence or willful misconduct of the Contractor.
- 15. Release. Contractor does hereby release, acquit and forever discharge Navarro County, NT HIDTA and the Executive Board, collectively referred to in this paragraph as NT HIDTA of any and all debts, damages, claims, causes of action, suit, liabilities, and demands of whatever nature which Contractor might now have or that might subsequently accrue by reason of any matter arising out of any related work performance of this position and particularly growing out of or in any way connected, directly with the provisions of this Agreement.
- 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

- 18. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.
- 19. Miscellaneous Provisions:
 - a. This Agreement shall not bestow any rights upon any third party but rather shall bind and benefit the Contractor and Navarro County only.
 - b. Failure of either party to insist on the strict performance of any of the agreement herein or to exercise any right or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by all appropriate remedies.
 - c. The officer executing this Agreement on behalf of the parties hereby confirms that such officers have full authority to execute this Agreement and to bind the party he/she represents.

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

Navarro County	North Texas HIDTA Director
By: H.M. Davenport	By:
Date: 7-8-13	Date:
Contractor:	
	Date:

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

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- 1. DUTIES: The Drug Enforcement Administration, Tulsa Residential Office, Group 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.
 - 1. 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).
 - Assist with other research and analytical assignments as directed by NT HIDTA supervision.
- 2. TERM: This engagement shall commence on July 1620 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.

Comment [s1]: We can either calculate this on a per hour basis or through the end of the year. To do this correct, we will need to know her start date.

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 1 on the approved 2013 Federal GS pay scale for the Tulsa, Oklahoma locality, plus a 25% allowance for fringe benefits to be paid in equal installments. Overtime will not be authorized.
- b. <u>Expenses</u>: 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 (0MB 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 subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

- A. The contractor certifies that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or and a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public transaction violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) terminated for cause or default; and
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to the application.

3. DRUG-FREE WORKPLACE

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

- A. The contractor certifies that it will or will continue to provide a drug free workplace by:
 - (a). Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the

actions that will be taken against employees for violations of such prohibition;

- (b) Establishing an on-going drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The applicant's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a)
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee must
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convictions. Employers of convicted employees must provide notice including position title, to: The County of Navarro, Texas, 300 West 3rd Avenue, Corsicana, Texas 75110. Notice shall include the identification number of each affected grant.
- (f) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State, or local health, law enforcement, or other appropriate agency
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 4. CERTIFICATION REGARDING FEDERAL DEBT STATUS (0MB 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 statues and their implementing regulations: (a) title VI of the Civil right Act of 1964 (42 U.S.C. 2000D et seq.) which provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance; (b) Section 504 of the rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance; (c) title IX of the Education Amendments of 1972m as amended (20 U.S.C. 1981 et seq.) which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance; and (d) the Age Discrimination Act of 1975, and amended (42 U.S.C. 6101 ec seq.) which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance, except that actions which reasonably take age into account as a factor necessary for the normal operation or achievement of any statutory objective of the project or activity shall not violate this statute.

CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER

RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; FEDERAL

DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING REGULATIONS

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

Business Name	Date
Rush L. Howe	Wilne
Printed Name	Signature