

NAVARRO COUNTY COMMISSIONER'S COURT

A Regular meeting of the Navarro County Commissioner's Court was held on Monday, the 12<sup>th</sup> day of August, 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, Dick Martin, David Warren, 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 Judge Davenport
3. Pledge of Allegiance
4. Public Comments-Ann Massey-County Subsidy, Charles Morgan-Noise Ordinance Richland Chambers, & Buddy Green-Noise Ordinance lake **PG 793**

**Consent Agenda**

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

5. Motion to approve minutes from the previous meetings of July 22<sup>nd</sup>, 2013, July 23<sup>rd</sup>, 2013, July 26<sup>th</sup>, 2013, July 31, 2013, Aug.5<sup>th</sup> 2013, Aug. 7<sup>th</sup> 2013, and Aug. 9<sup>th</sup> 2013
6. Motion to approve and pay bills as submitted by the County Auditor, including payroll (paid 7/31/2013)
7. Motion to approve minutes of the July 11<sup>th</sup>, 2013 Planning and Zoning meeting  
**TO WIT PG 794-795**
8. Motion to approve replat in South Point lots #124 and 125 for Bryan and Emma Reed
9. Motion to approve transfer of \$32,000 from Contractor Repairs & Maintenance (212-612-449) to Contractor Bridge Repairs (212-612-447), Pct. 2

**Regular Agenda**

10. No action taken on burn ban remains in place
11. Motion to table the Treasurer's report for June 2013, Frank Hull  
By Comm. Olsen sec by Comm. Warren  
All voted aye motion carried

12. Motion to approve Health Insurance Renewal by Comm. Martin. Sec by Comm. Olsen **TO WIT PG 796-799**  
All voted aye motion carried
13. Motion to approve revising the Official Navarro County application for employment as adopted on July 9, 2012 to include an individual assessment statement if an applicant had a felony offense by Comm. Olsen sec Comm. Grant **TO WIT PG 800-802**  
All voted motion carried
14. Motion to approve to appoint Election Judges to 2 year term, per Danda Parker by Comm. Olsen sec by Comm. Warren **TO WIT PG 803-805**  
All voted aye motion carried
15. Motion to approve 2011 Grant Adjustment Notice for Navarro County by Judge Davenport sec by Comm. Olsen **TO WIT PG 806-823**  
All voted aye motion carried
16. Motion to approve as salvage one HP DeskJet 895cxi by Judge Davenport sec by Comm. Warren  
All voted aye motion carried
17. Motion to approve authorizing IT Administrator to accept Google Online Agreements by Comm. Grant sec by Comm. Martin **TO WIT PG 824-827**  
All voted aye motion carried
18. Motion to approve to increase of archive fee and records management fee by the 83<sup>rd</sup> Legislative Session for the County Clerk from \$5.00 to not more than \$10.00 to be charged on non-court filings and revert to the not-more-than \$5.00 amounts on September 1, 2019 by Comm. Martin sec by Comm. Olsen  
All voted aye motion carried
19. Motion to approve the increase of District Clerk's Records Archival Fee from \$5.00 to no more than \$10.00 per HB 1513 to take affect 1/1/14 by Comm. Olsen sec by Comm. Warren  
All voted aye motion carried **T**
20. Public Hearing to discuss the noise ordinance around Richland-Chambers Lake with respect to oil and gas activities Opened by Judge Davenport Buddy Green and Terry Jacobson Closed by Judge Davenport
21. Motion to approve the amended noise ordinance around Richland Chambers Lake with respect to oil and gas activities by Comm. Olsen sec by Comm. Warren Comm. Martin-Nay Judge Davenport-Nay Comm. Grant-Nay  
Motion did not pass 3-2

22. Motion to table approving the operation of a salvage yard by Amado Arana, property is in Abstract 255, tract 7. Property is located near exit 235 where business 45 intersects I-45 by Comm. Warren sec by Comm. Olsen  
All voted aye motion carried
23. Strike to approve the Sheriff's Office Cellular telephone contracts with Hawk electronics
24. Motion to approve contract (\$45,760) with Neyland Bridge Construction to demolish an existing bridge and build a new one in its place on SECR 4250 by Comm. Martin sec by Comm. Warren  
All voted aye motion carried **TO WIT PG 828-829**
25. Motion to approve payoff of 2 pieces of equipment for Pct. 2, Kubota Tractor SN#56153 with Kubota Loader SN #A5656 total, \$2,462.07 and 2010 Case 580SM Backhoe SN# NAC531362 total, \$15,807.81, Pct.2 by Comm. Martin sec by Comm. Olsen  
All voted aye motion carried
26. Motion to approve selecting grievance Committee members by choosing 1-12 as necessary along with elected official required to be on committee by Judge Davenport sec by Comm. Warren  
All voted aye motion carried **TO WIT PG 830-831**
27. Motion to recess until 2:00 p.m. by Judge Davenport sec by Comm. Grant  
All voted aye motion carried
28. Motion to go into Budget Workshop by Comm. Olsen sec by Comm. Grant  
All voted aye motion carried  
Melanie Hyder-Juvenile probation budget

Motion to recess until 10:00 A.M. August 13, 2013 by Comm. Martin sec by Judge Davenport  
All voted aye motion carried

10:12 A.M. August 13, 2013 Motion to come out of recess by Comm. Olsen sec by Comm. Warren  
All voted aye motion carried

Budget Workshop continued  
Sheriff-request for 10% pay increase  
Break for lunch

Motion to approve Grievance committee consisting of six (6) elected officials plus 3 public members with 2 alternate members by Judge Davenport sec by Comm.Olsen  
All voted aye motion carried

Set elected officials salaries with 4% increase

29. Motion to adjourn by Comm. Martin sec by Comm. Grant  
All voted aye motion carried

I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR AUGUST 12<sup>th</sup>, 2013.

SIGNED \_\_\_\_\_ 12<sup>th</sup> \_\_\_\_\_ DAY OF AUGUST 2013.

  
SHERRY DOWD, COUNTY CLERK



#4

NAVARRO COUNTY COMMISSIONERS COURT

PUBLIC COMMENTS PARTICIPATION FORM

**PRINT NAME AND SUBJECT**

Date 8-12-13

NAME	SUBJECT
1. <u>Jim Massey</u>	<u>Barty Sussay</u>
2. <u>Charles Morgan</u>	<u>Noise Reg Amendment</u>
3. <u>Buddy Green</u>	<u>Noise Reg Amendment</u>
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____

#1

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# NAVARRO COUNTY OFFICE OF PLANNING & DEVELOPMENT

*Phil Seely* - Director  
*Osha Joles* - Addressing



*Stanley Young* - Environmental Services  
*Robert Gray* - Environmental Services

www.co.navarro.tx.us

## PLANNING AND ZONING COMMISSION MINUTES

July 11th, 2013

5:00 P.M.

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

Chairman Jacobson – present  
Scott Watkins – absent  
Carroll Sigman – present  
Vicki Farmer – absent  
Dennis Bancroft – absent  
Charles Irvine – present  
Kim Newsom – absent

Vice Chairman Schoppert – present  
Conrad Newton – present  
Kyle Carrigan - absent  
Jeff Smith - absent  
Dolores Baldwin – absent  
Caleb Jackson – absent  
Barbara Moe - absent

Item #2 on the agenda was Recognition of Service – Wayne McGuire. The Board honored Mr. McGuire for his service on the Board.

Item #3 on the agenda was consideration of the minutes of the June 6th, 2013 Planning and Zoning meeting. Motion to approve by Commissioner Irvine, second by Commissioner Sigman, all voted aye.

Item #4 on the agenda was consideration of a zoning change from Ag to SF-3 for 44.44 acres in the Robert Caradine Survey Abstract 139. Motion to approve by Commissioner Sigman, second by Commissioner Newton, all voted aye with the exception of Commissioner Irvine whom abstained.

Item #5 on the agenda was consideration of subdivision application for Moonlight Point, LLC. Subdivision consists of 27 lots on 44.44 acres. Motion to approve by Commissioner Newton, second by Commissioner Sigman, all voted aye with the exception of Commissioner Irvine whom abstained.

Item #6 on the agenda was a public hearing to discuss specific use permit # 12-451 – used manufactured home in S&W Ranch lot #8. The manufactured home was given a specific use permit on November 8<sup>th</sup>, 2012. After investigation it was discovered that the manufactured home was not in compliance with the conditions of the specific use permit. The skirting and underpinning were not completed in accordance with the ordinance. After notification of the noncompliance the property owner completed the skirting and underpinning of the manufactured home. The work was completed prior to the hearing.

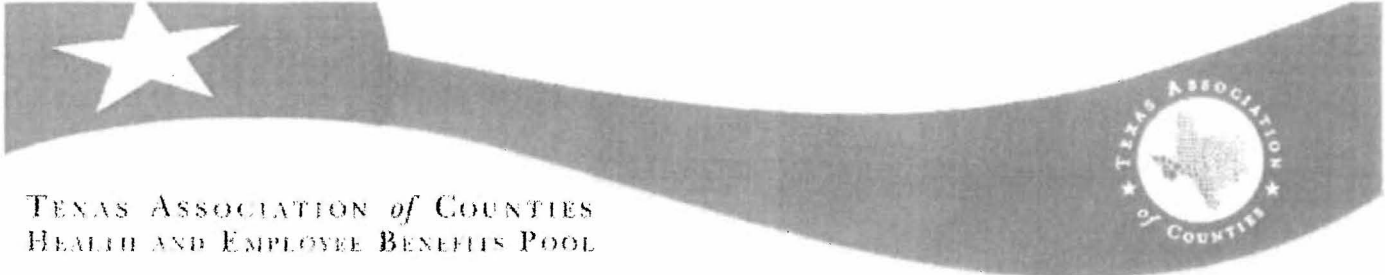
Item #7 on the agenda was consideration of action to specific use permit #12-451. Acting in accordance with Article XIII(E)(2) of the ordinance the Board chose to take no action on the matter. The property owner was verbally warned of the issue and subsequent disciplinary actions that would follow if the manufactured home did not stay in compliance. Motion to approve the "take no action" option by Commissioner Sigman, second by Commissioner Newton, all voted aye.

Item #8 on the agenda was discussion about compressors with respect to oil and gas activities around Richland-Chambers Lake. The discussion centered around amending the noise section of the ordinance. The Board reviewed a draft that best reflected the changes discussed in the previous meeting. The Board also reviewed a draft written by property owners around the lake. The Board will hold a discussion at the next regularly scheduled meeting at which time it will take action on the amended ordinance.

Adjourn.

#12

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## 2013 - 2014 Renewal Notice and Benefit Confirmation

Group: 66504 - Navarro County

Anniversary Date: 10/01/2013

Return to TAC by: 08/06/2013

Please initial and complete each section confirming your group's benefits and fill out the contribution schedule according to your group's funding levels. Fax to 1-512-481-8481 or email to LisaM@county.org.

For any plan or funding changes other than those listed below, please contact Lisa McCaig at 1-800-456-5974.

### MEDICAL

Medical: Plan 800 \$25 Copay, \$500 Ded, 80%, \$2500 OOP Max

RX Plan: Option 4A \$10/25/40

Your % rate increase is: 9.80%

Your payroll deductions for medical benefits are:

Pre Tax

Tier	Current Rates	New Rates Effective 10/1/2013	New Amount Employer Pays	New Amount Employee Pays	New Amount Retiree Pays (if applicable)
Employee Only	\$638.66	\$701.24	\$ 701.24	\$ .00	\$ 701.24
Employee + Child	\$868.32	\$953.42	\$ 701.24	\$ 252.18	\$ 953.42
Employee + Child(ren)	\$1,143.96	\$1,256.06	\$ 701.24	\$ 554.82	\$1,256.06
Employee + Spouse	\$1,341.22	\$1,472.66	\$ 701.24	\$ 771.42	\$1,472.66
Employee + Family	\$1,737.34	\$1,907.60	\$ 701.24	\$1,206.36	\$1,907.60

*[Signature]* Initial to accept Medical Plan and New Rates.




**LIFE - BASIC**

**Basic Life Products:**

Coverage Volume per Employee: \$20,000

(Rates are per thousand)

	<b>Current Rates</b>	<b>New Rates Effective 10/1/2013</b>	<b>Amount Employer Pays</b>	<b>Amount Employee/ Retiree Pays (if applicable)</b>
Basic Term Life	\$0.170	\$0.170	100%	0%
Basic AD&D	\$0.035	\$0.035	100%	0%

 Initial to accept New Basic Life Rates.

**LIFE - VOLUNTARY**

**Voluntary Life Products:**

Coverage Volume per Retiree: \$5,000

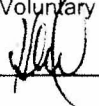
(Rates are per thousand)

	<b>Current Rates</b>	<b>New Rates Effective 10/1/2013</b>	<b>Amount Employer Pays</b>	<b>Amount Employee/ Retiree Pays (if applicable)</b>
Voluntary Retiree Life	\$0.190	\$0.190	0%	100%

(Rates are monthly charges)

Coverage Volume: SP \$5K/CH \$5K

Voluntary Dependent Life	\$1.900	\$1.900	0%	100%
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 Initial to accept New Voluntary Life Rates.

**RETIREE**

Please circle one for each benefit that applies.

Your group allows retiree coverage for:

Medical	<b>Pre 65</b>	<b>Post 65</b>	<b>Both</b>
Voluntary Retiree Life	<b>Pre 65</b>	<b>Post 65</b>	<b>Both</b>

 Initial to confirm.

**WAITING PERIOD**

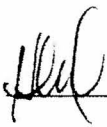
Waiting period applies to all benefits.

**Employees**

**Elected Officials**

30 days - 1st of the month following waiting period

30 days - 1st of the month following waiting period

 Initial to confirm.

**COBRA ADMINISTRATION**


Please indicate how your group manages COBRA administration:

County/Group processes COBRA on OASYS

*\*County/Group is responsible for fulfilling COBRA notification process and requirements.*

BCBS COBRA Department processes COBRA

*\*BCBS COBRA Department administers via COBRA contract with the County/Group*



Initial to confirm COBRA Administration.

**PLAN INFORMATION**

Please confirm your broker / consultant's name, if applicable:



Initial to confirm.

- Retirees pay the same premium as active employees regardless of age for medical and dental.
- Rates based upon current benefits and enrollment. A substantial change in enrollment (10% over 30 days or 30% over 90 days) may result in a change in rates.
- Form must be received by **08/06/2013** in order to avoid additional administrative fees.
- Signature on the following page is required to confirm and accept your group's renewal.

### TAC HEBP Member Contact Designation Navarro County

#### CONTRACTING AUTHORITY

As specified in the Interlocal Participation Agreement, each Member Group hereby designates and appoints, as indicated in the space provided below, a Contracting Authority of department head rank or above and agrees that TAC HEBP shall NOT be required to contact or provide notices to ANY OTHER person. Further, any notice to, or agreement by, a Member Group's Contracting Authority, with respect to service or claims hereunder, shall be binding on the Member. Each Member Group reserves the right to change its Contracting Authority from time to time by giving written notice to TAC HEBP.

Please list changes and/or corrections below.

**Name/Title** Honorable Frank Hull/Treasurer  
**Address** 300 West Third Avenue, Suite 17  
Corsicana, TX 75110-4672  
**Phone** 903-654-3090  
**Fax** 903-875-3391  
**Email** fhull@navarrocounty.org

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

#### BILLING CONTACT

Responsible for receiving all invoices relating to HEBP products and services.

Please list changes and/or corrections below.

**Name/Title** Honorable Frank Hull/Treasurer  
**Address** 300 West Third Avenue, Suite 17  
Corsicana, TX 75110-4672  
**Phone** 903-654-3090  
**Fax** 903-875-3391  
**Email** fhull@navarrocounty.org

**HIPAA Secured Fax**

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

#### PRIMARY CONTACT

HEBP's main contact for daily matters pertaining to the health benefits.

Please list changes and/or corrections below.

**Name/Title** Ms. Jane McCollum/Assistant Treasurer  
**Address** 300 West Third Avenue, Suite 17  
Corsicana, TX 75110  
**Phone** 903-654-3090  
**Fax** 903-654-3391  
**Email** jmcollum@navarrocounty.org

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\_\_\_\_\_

\_\_\_\_\_  
*[Handwritten Signature]*  
Signature of County Judge or Contracting Authority

Date: 8-12-13

*H. M. DAVENPORT, Jr. NAVARRO Co. Judge*  
Please PRINT Name and Title

*The Texas Association of Counties would like to thank you for your membership in the only all county-owned and county directed Health and Employee Benefits Pool in Texas.*

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# APPLICATION FOR EMPLOYMENT

## Navarro County



An Equal Opportunity Employer  
Reasonable accommodation will be provided as required by law.

As revised and adopted by Navarro County Commissioner Court August 12, 2013

Last Name		First Name		Middle Initial		Social Security Number:	
Street Address			City/State		Zip Code		Phone Number:
If hired, can you provide evidence of legal eligibility to work in the U.S.?				Any offer of employment is conditioned upon completing form I-9 and providing the appropriate documents for identity and work authorization.			
Position Desired:		Wage/Salary Desired:		Full Time? Part Time?			
Date you can begin work?		Are you 18 years of age or older?		If under 18 years of age, you will be required to submit a birth certificate or work certificate as required by state or federal law.			
Name of high school attended:		City & State		Graduate?	GED?		
Name of college or technical school:		City & State		Graduate?	Degree?	Major:	
Are you presently enrolled in school?		If yes, give name & address of school and expected degree date:					
List any job-related skills or accomplishments, including military service:							
<b>- Your Availability For Work -</b>							
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
From:							
To:							
Total hours per week you are available to work:			Do you have any special requests or needs for a work schedule?				
<b>- Provide Three References Who Are Not Former Employers Who We May Contact -</b>							
Name and Occupation		How do you know them, and for how long?				Phone Number	

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## Your Employment History

List names of employers with present or last employer listed first.

May we contact current employers before you are offered a position? _____	
Name of Employer:	Job Title: Duties:
Address:	Dates of Employment: From: <span style="float: right;">To:</span>
City, State, Zip Code	Hourly pay or salary: Starting pay: <span style="float: right;">Ending pay:</span>
Supervisor:	Reason for Leaving:
Telephone:	
Name of Employer:	Job Title: Duties:
Address:	Dates of Employment: From: <span style="float: right;">To:</span>
City, State, Zip Code	Hourly pay or salary: Starting pay: <span style="float: right;">Ending pay:</span>
Supervisor:	Reason for Leaving:
Telephone:	
Name of Employer:	Job Title: Duties:
Address:	Dates of Employment: From: <span style="float: right;">To:</span>
City, State, Zip Code	Hourly pay or salary: Starting pay: <span style="float: right;">Ending pay:</span>
Supervisor:	Reason for Leaving:
Telephone:	

During the past 10 years have you been convicted of, or have pled guilty or no contest to, a felony offense? If yes, please explain in the space below\*.    \_\_\_ No    \_\_\_ Yes

\*Answering yes to this question does not automatically disqualify an applicant from employment unless an applicable law requires such action. An Individualized assessment may also be utilized to provide an opportunity to the individual to demonstrate that the exclusion does not properly apply to him and considers whether the individual's additional information shows that the policy as applied is not job related and consistent with business necessity. Per TJ

**Disclosure and Authorization Statement**  
**CAREFULLY READ EACH STATEMENT BEFORE SIGNING AT THE BOTTOM**

I certify that all of the information provided in this employment application is true and complete to the best of my knowledge, and I authorize investigation of all statements contained in this application, including a criminal background, and drug test, as applicable. I understand that any false or incomplete information may disqualify me from further consideration for employment and may result in my immediate discharge if discovered at a later date.

I authorize the investigation of any or all statements contained in this application and also authorize any person, school, current employer, past employers, and other organizations to provide information concerning my previous employment and other relevant information that may be useful in making a hiring decision. I release such persons and organizations from any legal liability in making such statements.

I understand employment with Navarro County is "at will" based on the needs of the business. There is no contract assumed, expressed or implied of continued employment between Navarro County and employees.

I have read, understand, and agree to the above statements.

Signature:

Date:

ELECTION JUDGES FOR 2013 & 2014 ELECTIONS:

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PRECINCT

101	NAME:	Connie Estes	Ruth Nelson
	ADDRESS	201 Drave Ave	1900 Cambridge #331
	CITY	Corsicana, Texas 75110	Corsicana, Texas 75110
	PHONE	214-557-2094	903-874-5246/851-3754
103	NAME	Lynn Gatlin	Lori Carroll
	ADDRESS	3914 NW CR 0009	110 Tilton Rd
	CITY	Corsicana, Texas 75110	Corsicana, TX 75110
	PHONE	903-874-3722	903-229-3490
104	NAME	Mary Hillegas	Valeria Johnson
	ADDRESS	398 NW CR 2005	425 NW CR 2100
	CITY	Corsicana, Texas 75110	Corsicana, Texas 75110
	PHONE	903-493-0005	
105	NAME	Roy Frink	Naomi Ridgway
	ADDRESS	908 N 23 <sup>rd</sup> St	9854 W Highway 22
	CITY	Corsicana, TX 75110	Barry, Texas 75102
	PHONE		903-695-2075
106	NAME	Nancy Blankenship	Jeanette Melton
	ADDRESS	3110 NW CR 0120	4571 FM 1839
	CITY	Corsicana, Texas 75110	Corsicana, TX 75110
	PHONE	903-354-1907/214-384-1052	903-354-6765
107	NAME	Gale Greeson	Judy Shelton
	ADDRESS	1480 NW CR 0160	100 N Boston
	CITY	Rice, Texas 75158	Rice, Texas 75155
	PHONE	214-799-9244	903-326-4461
108	NAME	Barbra McVay	Theresa Womack
	ADDRESS	P O Box 39	5537 FM 1603
	CITY	Chatfield, Texas 75105	Chatfield, Texas 75105
	PHONE	903-345-2310	903-229-8537/345-2300
109	NAME	Celestine Hillock	Geneva Davis
	ADDRESS	3203 NE CR 0200	3744 NE CR 0120
	CITY	Powell, TX 75153	Corsicana, TX 75109
	PHONE	903-345-9105	903-345-7011
200	NAME	Barbara White-	Ralph Gonzalez
	ADDRESS	604 E 14 <sup>th</sup> Ave	312 E 1 <sup>st</sup> St
	CITY	Corsicana, Texas 75110	Corsicana, TX 75110
	PHONE	903-875-0268	903-874-5829/903-830-0723
201	NAME	Deborah Collins	Priscilla Wadley
	ADDRESS	801 S 4 <sup>th</sup> St	1110 E 12 <sup>th</sup> Ave
	CITY	Corsicana, Texas 75110	Corsicana, Texas 75110
	PHONE	903-874-7441	903-263-9036
202	NAME	Leon Tates	Maria Guido
	ADDRESS	317 E 10 <sup>th</sup> Ave	1510 W Collin Ave
	CITY	Corsicana, Texas 75110	Corsicana, Texas 75110
	PHONE		903-851-6551
203	NAME	Kathy Dube	Rita West
	ADDRESS	152 Stockton Pt	7200 FM 636
	CITY	Kerens, Texas 75144	Kerens, Texas 75144
	PHONE	903-396-3263	903-345-9364

204	NAME ADDRESS CITY PHONE	Charles Partain 810 SW 3 <sup>rd</sup> St Kerens, Texas 75144	Nora Thomas P O Box 106 Powell, Texas 75153 903-396-2765/972-965-5363
205	NAME ADDRESS CITY PHONE	John Curtis 105 SE CR 3147 Corsicana, Texas 75109 903-874-0056	Peggy Thomas 8405 S Hwy 287 Corsicana, Texas 75109 903-874-6037
206	NAME ADDRESS CITY PHONE	Margie Taylor 2680 SE CR 0070 Corsicana, Texas 75109 903-875-0519	Angela Montfort 325 SE CR 3070 Corsicana, TX 75109 903-654-1688
300	NAME ADDRESS CITY PHONE	Steve Jessup 2825 W 5 <sup>th</sup> Ave Corsicana, Texas 75110 903-872-6949/872-4871	Sam Thompson 2215 W 4th Corsicana, Texas 75110 903-872-6100/903-851-6534
301	NAME ADDRESS CITY PHONE	Gilbert Hall 1121 W 3 <sup>rd</sup> Ave Corsicana, Texas 75110 903-872-4249	Seley Fuller 1416 W 4 <sup>th</sup> Ave Corsicana, Texas 75110 903-874-8592
303	NAME ADDRESS CITY PHONE	Margaret "Jo" Maxwell P.O. Box 130 Dawson, Texas 76639 254-578-3388	Leonard Mixon 10000 FM 638 Dawson, Texas 76639 903-673-1216
304	NAME ADDRESS CITY PHONE	Keith Burres 154 SE CR 2230-K Corsicana, Texas 75109 903-641-0250	Rose Ellen Richards 9300 SE CR 2150 Corsicana, Texas 75109 903-874-4842
305	NAME ADDRESS CITY PHONE	Shanda Smith 324 SW CR 0020 Corsicana, Texas 75110 903-874-6069	Betty McCain 107 Bonner Ave Corsicana, Texas 75110 903-874-4508/903-874-3513
306	NAME ADDRESS CITY PHONE	Kathy Carter 613 W Harris Rd Corsicana, Texas 75110 903-872-7911	Diana Robinson 621 N Spikes Rd Corsicana, Texas 75110 903-872-5082 John's Cell 654-3986
307	NAME ADDRESS CITY PHONE	Barbara Wilson 8715 SW CR 2025 Richland, TX 76681 903-362-4543	Margaret Bosley 13385 SW CR 2200 Wortham, Texas 76693 903-362-1161
308	NAME ADDRESS CITY PHONE	Carmen Cashat 6922 SE CR 2385 Streetman, Texas 75859 903-599-3089/817-253-0541	Doris Eakes 10893 FM 416 Streetman, Texas 75859 903-599-4471
400	NAME ADDRESS CITY PHONE	Marilyn Atwood 1600 Woodcrest Ave Corsicana, Texas 75110 903-874-8673	Karen Jonte 3229 Oakridge Dr Corsicana, TX 75110 903-875-2325



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401	NAME	Linda Gober	Penny Liggins
	ADDRESS	1208 Mills Pl	716 E 4 <sup>th</sup> Ave
	CITY	Corsicana, Texas 75110	Corsicana, Texas 75110
	PHONE	903-872-2237	903-874-8674/903-654-7732

402	NAME	Tom Miles	Kay Shimonek
	ADDRESS	417 Carol Ave	210 NW CR 0006
	CITY	Corsicana, Texas 75110	Corsicana, Texas 75110
	PHONE	903-874-4327	903-654-0964

403	NAME	Sarah Vigil	Jesse Mills
	ADDRESS	301 E 3 <sup>rd</sup> St	4853 NW CR 4210
	CITY	Blooming Grove, Texas 76626	Frost, Texas 76641
	PHONE	903-695-2564	254-678-3549

404	NAME	Carol Doucet	David Taylor
	ADDRESS	2125 NW CR 3090	P.O. Box 205
	CITY	Frost, TX 76641	Frost, Texas 76641
	PHONE	903-874-4746	903-682-3300/903-879-2900

405	NAME	Mary Wade	Thomas "Earl" Miller
	ADDRESS	17022 FM 639 E	532 NW CR 2190
	CITY	Purdon, Texas 76639	Barry, TX 75102
	PHONE	254-578-3260	903-673-2216

406	NAME	William "Tuck" Edwards	Dianne Summers
	ADDRESS	1515 Sycamore	813 FM 642
	CITY	Corsicana, TX 75110	Purdon, Texas 76679
	PHONE		903-673-2287/903-875-7601

Early Voting:	Margarita Patterson	Erma Bartee
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# 2011 TERMS AND CONDITIONS

**Instructions:**

The Sub-recipient must:

1. Fill in the information and sign the Sub-Recipient Award,
2. Certify they have read and understand the Terms and Conditions by initialing the bottom of each page.
3. Fill in the information located on Page 4.
4. Certify to the statements provided in Exhibits A, B, C and D located at the back of this document by filling in contact information and signing all exhibits.
5. Return all documents to the DPS/THSSAA on or before the date provided in the transmittal letter and/or in the agreement.

## **Parties to Sub-recipient Agreement**

This Sub-recipient Agreement (includes the Sub-recipient Award and the Terms and Conditions) is made and entered into by and between the Department of Public Safety / Texas Homeland Security State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "DPS/THSSAA," and the funds recipient, hereinafter referred to as the "Sub-recipient." Furthermore, DPS/THSSAA and the Sub-recipient are collectively hereinafter referred to as the "Parties." The Sub-recipient Agreement is only an offer until the Sub-recipient returns the signed copy of the 2011 Sub-recipient Agreement on or before the date provided in the transmittal letter and/or in the Sub-recipient Agreement Award.

Sub-recipient may not assign or transfer any interest in this Sub-recipient Agreement without the express, prior written consent of the DPS/THSSAA.

## **Overview and Performance Standards**

All allocations and use of funds under this grant must be in accordance with the FY 2011 Grant Program Guidance for the Federal Grant Title specified on the Sub-recipient Agreement Award. All award Sub-recipients are required to have read, understood and accepted the FY 2011 Grant Program Guidance as binding.

Standard of Performance. The Sub-recipient shall perform all activities and projects entered into the DPS/THSSAA web-based grants management system which were approved by the THSSAA. The Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Sub-recipient agreement, Terms and Conditions and the following Exhibits located at the end of this document:

1. Assurance – Non-Construction Programs, hereinafter referred to as "Exhibit A"
2. Assurance – Construction Programs, hereinafter referred to as "Exhibit B"
3. Certification, hereinafter referred to as "Exhibit C"
4. Assurance – From UGMS §\_\_14 hereinafter referred to as "Exhibit D"

Failure to Perform. In the event the Sub-recipient fails to implement the project(s) entered into the DPS/THSSAA web-based grants management system, or comply with any of this Sub-recipient agreement's provisions, in addition to the remedies specified in this Sub-recipient agreement, the Sub-recipient is liable to DPS/THSSAA for an amount not to exceed the award amount of this Sub-recipient agreement and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other federal program funds administered by DPS/THSSAA until repayment to DPS/THSSAA is made and any other compliance or audit finding is satisfactorily resolved. Failure to timely implement projects may reduce future funding in additional DHS/FEMA grant programs administered by the DPS/THSSAA.

## **DPS/THSSAA Obligations**

Measure of Liability. DPS/THSSAA shall not be liable to the Sub-recipient for any costs incurred by the Sub-recipient that are not allowable costs.

Sub-recipient Agreement Funds Defined and Limit of Liability. The term "Sub-recipient agreement funds" as used in this Sub-recipient agreement means funds provided by DPS/THSSAA under the DHS/FEMA grant programs. The term "Sub-recipient's funds" or match funds as used in this Sub-recipient agreement means funds provided by the Sub-recipient.

Notwithstanding any other provision of this Sub-recipient agreement, the total of all payments and other obligations incurred by DPS/THSSAA under this Sub-recipient agreement shall not exceed the Total Award Amount listed on the Sub-recipient Award.

Sub-recipient shall contribute the match funds listed on the Sub-recipient Award.

Excess Payments. The Sub-recipient shall refund to DPS/THSSAA any sum of Sub-recipient agreement funds that has been paid to the Sub-recipient by DPS/THSSAA or that DPS/THSSAA determines has resulted in overpayment to the Sub-recipient or that DPS/THSSAA determines has not been spent by the Sub-recipient in accordance with this Sub-recipient agreement. No refund payment(s) may be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation. The Sub-recipient shall make such refund to DPS/THSSAA within thirty (30) days after DPS/THSSAA requests such refund.

Initial [Signature] Date 8-8-13



Texas Department of Public Safety

2011 Grant Adjustment Notice for Navarro County

1. General Award Information Reference/Encumbrance No: Date of Award: July 12, 2013 Prepared By: Gregersen, William 3. SAA Award Number: 11-GA 48349-02

4. Sub-Recipient Name and Address Judge H.M. Davenport Jr. Navarro County 300 West 3rd Avenue Corsicana, TX 75110 5. Federal Grant Information Federal Grant Title: Homeland Security Grant Program (HSGP) Citizen Corps Program (CCP) Federal Grant Award Number: EMW-2011-SS-00019 Federal Granting Agency: Department of Homeland Security FEMA Grant Programs Directorate Date Federal Grant Awarded to TxDPS: October 7, 2011 CFDA: 97.067

6. Award Amount and Grant Breakdowns CCP \$0.00 Grant Period: From: Sep 1, 2011 To: Aug 31, 2013 (The SAA must receive all invoices by the end of grant period)

7. Statutory Authority for Grant: The Department of Defense and Full-Year Continuing Appropriations Act 2011 (Public Law 112-10), and Section 2003 of the Homeland Security Act of 2002, as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act, 6 U.S.C. 604.

8. Method of Payment: Primary method is reimbursement.

9. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors are not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at http://www.epls.gov/epls/search.do

10. Agency Approvals Approving TxDPS Official: Mabelle Pharr Deputy Assistant Director Texas Homeland Security State Administrative Agency Texas Department of Public Safety Signature of TxDPS Official: [Handwritten Signature]

11. Sub-Recipient Acceptance I have read, understood and agree to this Sub-Recipient Agreement and the attached Terms and Conditions.

Print name and title of Authorized Sub-Recipient official: H.M. DAVENPORT, Jr. NAVARRO Co. Judge. Signature of Sub-Recipient Official: [Handwritten Signature]

Enter Employer Identification Number (EIN) or Federal Tax Identification Number: DUNS Number: Date Signed: 8-8-13

DUE DATE: July 26, 2013 Signed award and Direct Deposit Form must be returned to TxDPS on or before the due date.

**Suspension**

In the event the Sub-recipient fails to comply with any of this Sub-recipient Agreement's terms, DPS/THSSAA may, upon written notification to the Sub-recipient, suspend this Sub-recipient agreement in whole or in part, withhold payments to the Sub-recipient and prohibit the Sub-recipient from incurring additional obligations of Sub-recipient agreement funds.

**Termination**

**DPS/THSSAA's Right to Terminate.** DPS/THSSAA shall have the right to terminate this Sub-recipient agreement, in whole or in part, at any time before the end of the Performance Period, whenever DPS/THSSAA determines that the Sub-recipient has failed to comply with any of this Sub-recipient Agreement's terms. DPS/THSSAA shall notify the Sub-recipient in writing prior to the thirtieth (30th) day preceding the termination of such determination and include:

1. the reasons for such termination;
2. the effective date of such termination; and
3. in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

Appeal may be made to the Deputy Director of Homeland Security, Department of Public Safety.

**Enforcement**

In taking an enforcement action, the awarding agency will provide the sub-recipient an opportunity for such hearing, appeal, or other administrative proceeding to which the sub-recipient is entitled under any statute or regulation applicable to the action involved.

**Conflict of Interest**

No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

**Monitoring**

Sub-recipients will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirement, timelines, milestone completion, budget, and other related program criteria are being met.

DPS/THSSAA or its authorized representative reserves the right to perform periodic desk/office-based and/or on-site monitoring of the Sub-recipient's compliance with this Sub-recipient agreement's terms and conditions and of the adequacy and timeliness of the Sub-recipient's performance pursuant to this Sub-recipient agreement. After each monitoring visit, DPS/THSSAA shall provide the Sub-recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in the Sub-recipient's performance under this Sub-recipient agreement's terms, the monitoring report shall include requirements for the timely correction of such deficiencies by the Sub-recipient. Failure by the Sub-recipient to take action specified in the monitoring report may be cause for this Sub-recipient agreement's suspension or termination pursuant to the Suspension and/or Termination Section.

**Audit**

**Audit of Federal and State Funds.** The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement as required by the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26). The Sub-recipient will also comply, as applicable, with Texas Government Code, Chapter 783, 1 TAC 5.141.et. seq. and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements.

**Right to Audit.** The Sub-recipient shall give the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, DPS/THSSAA, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement. The Sub-recipient agrees to permit DPS/THSSAA or its authorized representative to audit the Sub-recipient's records. The sub-recipient shall provide any documents, materials or information necessary to facilitate such audit.

**Sub-recipient's Liability for Disallowed Costs.** The Sub-recipient understands and agrees that it shall be liable to DPS/THSSAA for any costs disallowed pursuant to financial and compliance audit(s) of Sub-recipient agreement funds. The Sub-recipient further understands and agrees that reimbursement to DPS/THSSAA of such disallowed costs shall be paid by the Sub-recipient from funds that were not provided or otherwise made available to the Sub-recipient pursuant to this Sub-recipient agreement or any other federal contract.

**Sub-recipient's Facilitation of Audit.** The Sub-recipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/THSSAA may require of the Sub-recipient. The Sub-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Sub-recipient and the requirement to cooperate is included in any subcontract it awards.

**Other Requirements**

A. During the performance period of this grant, Sub-recipient government jurisdictions must maintain an Emergency Management Plan at the Intermediate Level of planning preparedness or higher, as prescribed by the Texas Division of Emergency Management (TDEM). This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in the Sub-recipient government jurisdiction's plan, Sub-recipient will correct deficiencies within 60 days of receiving notice of such deficiencies from TDEM.

Initial                      Date 8-8-13

B. Projects identified in the DPS/THSSAA web-based grant management system must identify and relate to the goals and objectives indicated by the applicable approved project investments for the period of performance of the grant. Sub-recipient will submit its project plans, narrative and budget to DPS/THSSAA and FEMA (if required) for approval prior to expending or requesting advances of any funds for this award. During the performance period of this grant, Sub-recipient agrees that it will participate in a legally-adopted county and/or regional mutual aid agreement.

C. During the performance period, the Sub-recipient must be a registered user of the Texas Regional Response Network (TRRN) (or other response asset inventory management system specified by DPS/THSSAA) and must identify all major resources such as vehicles and trailers, equipment costing \$5,000 or more, and specialized teams/response units equipped and/or trained using grant funds (i.e. hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid.

D. Sub-recipients must submit Fiscal Year 2010 Indirect Cost Allocation Plan signed by Cognizant Agency. "Cognizant agency" means the Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed under 2 CFR Part 225 on behalf of all Federal agencies. OMB publishes a listing of cognizant agencies. Plan should be forwarded to the DPS/THSSAA.

E. Regional Planning Commissions/Council of Governments (COGs) will follow guidelines listed in the DPS/THSSAA FY2011 COG Statement of Work.

F. Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or Sub-recipient purchases ownership with Federal support. The sub-recipient agrees to consult with DPS/THSSAA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

**Closing the Grant**

A. The Sub-recipient must have expended all grant funds and submitted expenditure reimbursement requests and any invoices by the end of the performance period listed on the sub-recipient agreement.

B. DPS/THSSAA will close a sub-award after receiving Sub-recipient's final performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to award modifications and payments. If the close out review and reconciliation indicates that the Sub-recipient is owed additional funds, DPS/THSSAA will send the final payment automatically to the Sub-recipient. If the Sub-recipient did not use all the funds received, DPS/THSSAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds. Sub-recipient will return the funds to the DPS/THSSAA within 30 days of receiving the GAN.

C. At the completion of the sub-recipient's performance period, DPS/THSSAA will de-obligate all uncommitted / unexpended funds.

**Restrictions, Disclaimers and Notices**

A. In cases where local funding is established by a COG or UASI governing board, the release of funds by DPS/THSSAA is contingent upon funding allocation approval by the governing board.

B. Notwithstanding any other agreement provisions, the parties hereto understand and agree that DPS/THSSAA's obligations under this agreement are contingent upon the receipt of adequate funds to meet DPS/THSSAA's liabilities hereunder, except as required by HSGP grant. DPS/THSSAA shall not be liable to the Sub-recipient for costs under this Agreement which exceed the amount specified in the Sub-recipient Award.

C. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express or Loan Star, to the other party at its respective address set forth below or to a Point of Contact listed for the sub-recipient in the DPS/THSSAA Grants Management System.

DPS/THSSAA Contact Information	Sub-Recipient Contact Information (Please Fill-in Contact Information below)
Deputy Assistant Director, Texas Homeland Security State Admin. Agency Texas Department of Public Safety P.O. Box 4087 Austin, TX 78773-0220	Name: <i>H. M. DAVENDORT, Jr.</i> Title: <i>County Judge</i> Agency: <i>NAVARRO Co.</i> Address: <i>300 W. 3<sup>rd</sup> Ave.</i> <i>Ste 102, CORSICANA TX 75110</i>

**Uniform Administrative Requirements, Cost Principals and Audit Requirements**

Except as specifically modified by law or this Sub-recipient agreement's provisions, the Sub-recipient shall administer the award through compliance with the most recent version of all applicable Laws and Regulations. A non-exclusive list is provided below.

**A. Administrative Requirements**

1. 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;
2. 2 C.F.R. Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (OMB Circular A-110).
3. 44 CFR Part 10, Environmental Considerations

Initial *HD* Date *8-8-13*

**B. Cost Principles**

- 1. 2 C.F.R. Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
- 2. 2 C.F.R. Part 220, Cost Principles for Education Institutions (OMB Circular A-21)
- 3. 2 C.F.R. Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
- 4. 48 CFR 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations

**C. Audit Requirements –OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.**

**D. Grant Guidance**

The sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the applicable FY2011 Grant Program Guidance and application kit and supplemental resources, e.g., for Homeland Security Grant Program currently available at [http://www.fema.gov/txt/government/grant/2011/fy11\\_hsgp\\_kit.txt](http://www.fema.gov/txt/government/grant/2011/fy11_hsgp_kit.txt); for Regional Catastrophic Preparedness Grant Program, [http://www.fema.gov/txt/government/grant/2011/fy11\\_rcpgp\\_kit.txt](http://www.fema.gov/txt/government/grant/2011/fy11_rcpgp_kit.txt); for Emergency Operations Center Grant Program [http://www.fema.gov/txt/government/grant/2011/fy11\\_eoc\\_kit.txt](http://www.fema.gov/txt/government/grant/2011/fy11_eoc_kit.txt); and Nonprofit Security Grant Program, [http://www.fema.gov/txt/government/grant/2011/fy11\\_nsgp\\_kit.txt](http://www.fema.gov/txt/government/grant/2011/fy11_nsgp_kit.txt).

**Lobbying Prohibited**

Sub-Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly in support of the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval of FEMA.

**Environmental Review**

The Sub-recipient, as soon as possible upon receiving their grant award, must provide information to DPS/THSSAA to assist with the legally-required environmental planning and historic preservation (EHP) review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to DPS/THSSAA for review. These EHP requirements include but are not limited to National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. The recipient must comply with all Federal, State, and local EHP requirements and obtain applicable permits and clearances. See FEMA Information Bulletin 329.

Recipient shall not undertake any written activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings that are 50 years old or older. Recipient must comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office. Initiation of these activities prior to completion of FEMA's EHP review will result in a non-compliance finding and may not be eligible for grant funding.

**Retention and Accessibility of Records**

Retention of Records. The Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of Sub-recipient agreement funds pursuant to the applicable OMB Circular, 44 CFR Section 13.42, UGMS §\_\_42, and this Sub-recipient agreement. The Sub-recipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for 3 years after any real estate or equipment final disposition. The DHS or DPS/THSSAA may direct the sub-recipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.

Access to Records. The Sub-recipient shall give the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, DPS/THSSAA, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by the Sub-recipient pertaining to this Sub-recipient agreement including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by the Sub-recipient. The Sub-recipient agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act, Texas Government Code Chapter 552.

Inclusion in Subcontracts. The Sub-recipient shall include the substance of the Retention of Records and Access to Records sections in all subcontracts.

After Action Reporting. The Sub-recipient shall complete, deliver to the appropriate source, and retain copies of all after-action and certificates of completion for all training and exercises paid for by this grant.

**Legal Authority**

Signatory Authority. The Sub-recipient assures and guarantees that the Sub-recipient possesses the legal authority to enter into this Sub-recipient agreement, receive Sub-recipient agreement funds and to perform the services the Sub-recipient has obligated itself to perform pursuant to this Sub-recipient agreement.

Authorized Representative. The person or persons signing and executing this Sub-recipient agreement on the Sub-recipient's behalf do warrant and guarantee that he, she or they have been duly authorized by the Sub-recipient to execute this Sub-recipient agreement on the Sub-recipient's behalf and to validly and legally bind the Sub-recipient to all contractual terms, performances and provisions.

Initial MD Date 8-8-13

Conflicts in Requirements. If conflict exists between federal, state, or local requirements, the sub-recipient shall comply with the strictest requirement.

### **Notice of Litigation and Claims**

The Sub-recipient shall give DPS/THSSAA immediate notice in writing of any action, including any proceeding before an administrative agency, filed against the Sub-recipient arising out of the performance under this Sub-recipient agreement.

Except as otherwise directed by DPS/THSSAA, the Sub-recipient shall furnish immediately to DPS/THSSAA copies of all documentation or pleadings received by the Sub-recipient with respect to such action or claim.

### **Non-Waiver of Defaults**

ANY FAILURE OF DPS/THSSAA, AT ANY TIME, TO ENFORCE OR REQUIRE THE STRICT KEEPING AND PERFORMANCE OF ANY PROVISION OF THIS AGREEMENT WILL NOT CONSTITUTE A WAIVER OF SUCH PROVISION, AND WILL NOT AFFECT OR IMPAIR SAME OR THE RIGHT OF DPS/THSSAA AT ANY TIME TO AVAIL ITSELF OF SAME. A WAIVER DOES NOT BECOME EFFECTIVE UNLESS DPS/THSSAA EXPRESSLY AGREES TO SUCH WAIVER IN WRITING. ANY PAYMENT BY DPS/THSSAA SHALL NOT CONSTITUTE A WAIVER OR OTHERWISE IMPAIR OR PREJUDICE ANY RIGHT, POWER, PRIVILEGE, OR REMEDY AVAILABLE TO DPS/THSSAA TO ENFORCE ITS RIGHTS, AS SUCH RIGHTS, POWERS, PRIVILEGES, AND REMEDIES ARE SPECIFICALLY PRESERVED.

### **Indemnity**

AS PERMITTED BY LAW, SUB-RECIPIENT SHALL INDEMNIFY, DEFEND AND HOLD DPS/THSSAA AND THE STATE OF TEXAS (INCLUDING ITS DIRECTORS, COMMISSIONERS, EMPLOYEES, AGENTS AND THEIR SUCCESSORS) ("INDEMNITEES") HARMLESS FROM AND AGAINST ANY OF THE FOLLOWING THAT ARISE OUT OF OR RESULT FROM SUB-RECIPIENT'S NEGLIGENCE (ANY AND ALL), FAULT, ACT, FAILURE TO ACT, OMISSION, BREACH OF THIS AGREEMENT OR VIOLATION OF ANY STATE OR FEDERAL LAW AND/OR REGULATION, AS WELL AS ANY VIOLATION OF ANY MATTER MADE THE BASIS OF A TREATY AND/OR CONVENTION AND/OR AGREEMENT BETWEEN THE UNITED STATES AND ANOTHER NATION: CLAIMS; LAWSUITS; DAMAGES; LIABILITIES; PENALTIES; TAXES; FINES; INTEREST; EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, INVESTIGATION COSTS AND ALL DIRECT OR INDIRECT COSTS OR EXPENSES INCURRED IN DEFENDING AGAINST ANY CLAIM, LAWSUIT, OR OTHER PROCEEDING, INCLUDING THOSE EXPENSES INCURRED IN ANY NEGOTIATION, SETTLEMENT, OR ALTERNATIVE DISPUTE RESOLUTION); ANY AND ALL DAMAGES, HOWEVER CHARACTERIZED, SUCH AS DIRECT, GENERAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS, LOSS OF USE, OR LOSS OF DATA) ARISING OUT OF OR IN CONNECTION WITH OR RELATED TO THIS AGREEMENT OR THE RIGHTS PROVIDED THEREIN.

IN ANY AND ALL CLAIMS AGAINST ANY OF THE INDEMNITEES BY ANY EMPLOYEE OF THE SUB-RECIPIENT OR ANY EMPLOYEE OF ITS SUBCONTRACTOR(S), THE INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT WILL NOT BE LIMITED IN ANY WAY BY THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE SUB-RECIPIENT OR ANY OF ITS SUBCONTRACTOR(S) UNDER WORKER'S DISABILITY COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEE BENEFITS ACTS.

SUB-RECIPIENT SHALL COORDINATE ITS DEFENSE AND ANY SETTLEMENT WITH THE ATTORNEY GENERAL FOR THE STATE OF TEXAS AS REQUESTED BY THE DPS/THSSAA. IN ANY SETTLEMENT, SUB-RECIPIENT MUST NOT MAKE ANY ADMISSION OF LIABILITY ON THE PART OF ANY OF THE INDEMNITEES.

THIS SECTION SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION, CONTRIBUTION OR RIGHT WHICH ANY OF THE INDEMNITEES HAVE BY LAW OR EQUITY.

THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

### **Changes and Amendments**

Modification. FEMA or the DPS/THSSAA may change the award document after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates sub-recipient's acceptance of the changes to the award.

Written Amendment. Alterations, additions or deletions to this Sub-recipient agreement's terms, such as changes to period of performance and award amounts, will be made through Grant Adjustment Notices generated by the DPS/THSSAA web-based grants management system and executed by the Parties.

Authority to Amend. During the period of this Sub-recipient agreement's performance DPS/THSSAA and/or FEMA may issue policy directives that serve to establish, interpret or clarify this Sub-recipient agreement's performance requirements. Such policy directives shall be promulgated by DPS/THSSAA or FEMA in the form of Information Bulletins and Sub-recipient Manuals and shall have the effect of qualifying this Sub-recipient agreement's terms and shall be binding upon the Sub-recipient as if written in the Sub-recipient agreement.

Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to the Sub-recipient agreement's terms that are required by the changes in federal and state laws or regulations are automatically incorporated into this Sub-recipient agreement without written amendment to this Sub-recipient agreement and shall become effective on the date designated by such law or regulation. In the event FEMA or DPS/THSSAA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate sub-recipient acceptance of the changes to the award.

Initial skd Date 8-8-13



**Headings**

Headings and captions of this Sub-recipient agreement's sections and paragraphs are only for convenience and reference. These headings and captions shall not affect or modify this Sub-recipient agreement's terms or be used to interpret or assist in the construction of this Sub-recipient agreement.

**Venue**

For purposes of litigation pursuant to this Sub-recipient agreement, venue shall lie in Travis County, Texas, and be governed by Texas Law.

**Other General Conditions**

**DUNS Number.** Sub-recipient confirms its Data Universal Numbering Systems Number (DUNS) is the number listed on the Sub-recipient agreement award. Data Universal Numbering System (DUNS) number means the nine digit number established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or <http://fedgov.dnb.com/webform>.

**Central Contractor Registration and Universal Identifier Requirements.** Sub-recipient maintains that it has registered on [www.ccr.gov](http://www.ccr.gov), and entered DPS/THSSAA-required information. See SAA Information Bulletin. Sub-recipient will keep current, and then review and update the CCR information at least annually, at the beginning of September of each year. Sub-recipient will keep information current in Central Contractor Registration database until the later of when it submits this grant's final financial report or receives final grant award payment. Sub-recipient agrees that it will not make any subaward agreement or contract related to this award without first obtaining the vendor/subawardee's mandatory DUNS number. See section .210 of OMB Circular A-133, Audits of States, Local Governments, and Non-profit Organizations.

**Reporting Total Compensation of Sub-recipient Executives.** 2 CFR 170.320; see FEMA Information Bulletin 350; SAA Information Bulletin.

1. Applicability and what to report: Sub-recipient must report whether Sub-recipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 CFR 170.320. Sub-recipient must report whether 80% or more of Sub-recipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Sub-recipient answers "yes" to both questions, Sub-recipient must report, along with Sub-recipient's DUNS number, the names and total compensation (see 17 CFR 229.402(c)(2)) for each of the Sub-recipient's five most highly compensated executives for the preceding completed fiscal year.

2. Where and when to report. Sub-recipient must report executive total compensation at [www.ccr.gov](http://www.ccr.gov). By signing this agreement Sub-recipient is certifying that, if required, Sub-recipient's jurisdiction has already registered, entered the required information, and agrees to keep information in the Central Contractor Registration database current, and update the information at least annually at the beginning of September for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Sub-recipient agrees that it will not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.

**Contract Provisions.** All contracts executed under this award will contain the contract provisions listed under 44 CFR 13.37(b), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

**No Contracts with Debarred or Suspended Parties.** Prior to contracting with any vendor or subawardee, the Sub-recipient will determine whether the vendor/subawardee is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department and agency and will confirm the vendor/subawardee does not appear in the Excluded Parties List System, currently at [www.epls.gov/search.do](http://www.epls.gov/search.do).

**Direct Deposit.** Since September 1, 2011, Sub-recipient has either forwarded or is currently forwarding to DPS an updated direct deposit form currently available at <http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf>. Sub-recipient may simultaneously sign up for the Advance Payment Notification email feature which provides state of Texas payees with a one-business-day advance notice that a direct deposit payment has been sent to their financial institution. After receiving an APN, payees may securely access their payment details online.

**Points of Contacts.** Within 30 days of any change, Sub-recipient will enter, confirm, and/or correct the chief elected official, program, and/or financial points of contact in the DPS/THSSAA grant management system.

**Publications.** All publications produced as a result of this funding, which are submitted for publication in any magazine, journal, or trade paper shall carry the following: "This material is based upon work supported by the U.S. Department of Homeland Security. The views and conclusions contained in this document are those of the authors and should not be interpreted as necessarily representing the official policies, either expressed or implied, of the U.S. Department of Homeland Security."

**Quarterly Performance Reports.** The sub-recipient will submit performance reports and progress reviews per DPS/THSSAA and/or FEMA's direction. Currently most reports are entered into the grants management system. For Homeland Security Grant Program, Emergency Operations Center Grant Program, Regional Catastrophic Preparedness Grant Program and Non-profit awards performance reports are currently due on each January 20, April 20, July 20 and October 20. The final report is to be filed the quarter after the end of Sub-recipients performance period. Failure to timely complete performance reports will result in the Sub-recipient being unable to request additional reimbursements/advances.

**Controlled Unclassified Information.** Some information and materials provided pursuant to or resulting from this Award may be export controlled, sensitive, for official use only or otherwise protected by law, executive order or regulation. The sub-recipient is responsible for compliance with all applicable laws and regulations.

Initial      Date 8-8-13



Security Requirements. Sub-recipients of this award shall use their own security procedures and protections to protect Sensitive Information received or distributed under this Award. The sub-recipient shall also establish procedures to provide reasonable assurance that no Sensitive Information will be developed or generated under this award. Such security procedures should include procedures (e.g., security check forms, type of background check/investigations performed (if necessary) and requirements for successful adjudication of the type of background check/investigations performed) to determine the suitability of sub-recipients' personnel requiring recurring access to government facilities or access to Sensitive Information provided under this award. A copy of the security procedures and any proposed Non-Disclosure Agreement for the sub-recipients' personnel shall be submitted to the DPS/THSSAA within two (2) weeks after signing this agreement. The sub-recipient will be notified of any concerns that may be identified once the security procedures are forwarded and reviewed by DHS.

Sensitive Information. Work under this award may involve access to Sensitive Information from the Federal Government. Therefore, the sub-recipient shall not disclose, orally or in writing, any Sensitive Information to any person unless authorized in writing by the DHS Grants Officer. Further, the sub-recipient shall ensure that Sensitive Information is protected in such a manner that it is safeguarded from public disclosure in compliance with local, state or Federal laws and with sub-recipient's security procedures. For those sub-recipient personnel authorized access to Sensitive Information, the sub-recipient must ensure that these persons receive training concerning the protection and disclosure of Sensitive Information both during and after the period of performance.

Public Dissemination of Sensitive Information. The sub-recipient will notify the DPS/THSSAA of any workshops, conferences, seminars or other public venues at least 100 days before presenting any potentially sensitive information regarding this project. No Sensitive Information may be presented by the sub-recipients' personnel without DPS/THSSAA and DHS Grants Officer's review and prior written approval.

Security Concerns/Violations. The sub-recipient shall inform the THSSAA's Deputy Assistant Director in writing within two (2) days of the sub-recipient being made aware of any security concerns with individuals having access to government facilities or Sensitive Information. In the event that Sensitive Information is divulged in violation of sub-recipient's security procedures, the sub-recipient will immediately notify the DPS/THSSAA Deputy Assistant Director and take appropriate law enforcement and legal action.

Site Visits. The DHS and/or DPS/THSSAA, through authorized representatives, has the right, at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by the DHS on the premises of the sub-recipient, or a contractor under this Award, the sub-recipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the Government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

Use of DHS, DPS, and DPS/THSSAA Seals and Non-Endorsement. The sub-recipient shall obtain the respective agency's prior written approval before using either agencies' seal. Funding of this Award does not equate to endorsement of use of funding agencies' seals.

Initial      Date 8-8-13

**Prohibited Activities**

1) Trafficking In Person and Commercial Sex Act Prohibition

- a) Provisions applicable to a sub-recipient that is a private entity.
  - i) A sub-recipient and/or the sub-recipient's employees, may not:
    - (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    - (2) Procure a commercial sex act during the period of time that the award is in effect; or
    - (3) Use forced labor in the performance of the award or sub-award under this award.
  - ii) DPS/THSSAA or FEMA may unilaterally terminate this award, without penalty, if the sub-recipient that is a private entity:
    - (1) Is determined to have violated a prohibition in paragraph 1a of this award term; or
    - (2) Has an employee who is determined by an agency official authorized to terminate the award to have violated a prohibition of this award term through conduct that is either:
      - (a) Associated with performance under this award; or
      - (b) Imputed to the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government Debarment and Suspension (Non-procurement)," as implemented at 2 CFR Part 3000.
  - b) Provisions applicable to a sub-recipient that is not a private entity.
    - i) THSSAA may unilaterally terminate this award, without penalty, if the sub-recipient:
      - ii) Is determined to have violated a prohibition in paragraph 1a of this award term; or
      - iii) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a1 of this award term through conduct that is either:
        - (1) Associated with performance under this award; or
        - (2) Imputed to the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government Debarment and Suspension (Non-procurement)," as implemented at 2 CFR Part 3000.
  - c) Provisions applicable to any recipient:
    - i) A Sub-recipient must inform the DPS/THSSAA immediately of any information it received from any source alleging a violation of a prohibition in paragraph a1 of this award term.
    - ii) DPS/THSSAA's right to terminate unilaterally is described in 1b or 2 of this section:
      - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104 (g)), and
      - (2) Is in addition to all other remedies for noncompliance that are available to DPS/THSSAA under this award.
    - iii) Sub-recipient must include the requirements of 1a of this award term in any sub-award the sub-recipient makes to a private entity.
  - d) Definitions. For purposes of this award term:
    - i) "Employee" means either:
      - (1) An individual employed by a sub-recipient who is engaged in the performance of the project or program under this award; or
      - (2) Another person engaged in the performance of the project or program under this award and not compensated by Sub-recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
    - ii) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt, bondage, or slavery.
    - iii) "Private entity" means:
      - (1) Any entity other than a State, local government, Indian Tribe, or foreign public entities, as those terms are defined in 2 CFR 175.25.
      - (2) Includes:
        - (a) A non-profit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175.25(b).
        - (b) A for-profit organization
  - iv) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

2) Classified Security Condition

- a) "Classified national security information" as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.
- b) No funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for that access to such information
- c) Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information by the contractor, sub-awardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Branch Program (ISBP), or an appropriate official within the Federal department or agency with whom the classified effort will be performed.
- d) Such contracts, sub-awards, or other agreements shall be processed and administered in accordance with the DHS " Standard Operation Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008: EO's 12829, 12959, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and /or other applicable implementing directives or instruction. All security requirement documents are currently located at: <http://www.dhs.gov/xopnbiz/grants/index.shtm>.
- e) Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, sub-award, or other agreement, and prior to execution of any action to facilitate the acquisition of such a contract sub-award, or other agreement, the award recipient shall contact ISPB, or the appropriate Federal department or agency, for approval and processing instructions. DHS Office of Security ISPB contact information: Telephone: 202-447-5346, Email: D254AdministrativeSecujidhs.gov, Mail: Department of Homeland Security, Office of the Chief Security Officer, ATTN: ASD/Industrial Security Program Branch, Washington, DC. 20528

Initial SKD Date 8-8-13

**Operation Stonegarden (OPSG) Specific Condition**

The OPSG Sub-recipient is prohibited from obligating or expending Operation Stonegarden (OPSG) funds provided through this award until each unique, specific, or modified county level or equivalent Operational Order/Frag Operation Order with embedded estimated operational budget has been reviewed and approved through an official email notice issued by FEMA removing this special programmatic condition. The Operations Order approval process/structure is as follows: Operations Orders are submitted to (1) THE APPROPRIATE Customs and Border Productions (CBP) Border Patrol (BP) Sector Headquarters (HQ) upon approval by the Sector HQ, forwarded through the Border Patrol Enforcement Transfer System (BPets) system to (2) the OPSG Coordinator, CBP/BP Washington, DC and upon approval forwarded to (3) Federal Emergency Management Agency (FEMA), Grant Program Directorate (GPD), Grant Development and Administrative Division (GD&A). Notification of release of programmatic hold will be sent by FEMA via email to the Texas Homeland Security State Administrative Agency (THSSAA) with a copy to OPSG Coordinator at CBP/BP HQ, Washington DC.

**Emergency Operations Center Grant Program (EOCGP) Specific Condition**

The Sub-recipient is prohibited from obligating, expending or drawing down EOCGP funds provided through this award until the required budget and budget narrative are reviewed and approved by FEMA and an official notice has been issued from FEMA removing this special condition.

**Regional Catastrophic Preparedness Grant Program (RCPGP) Specific Condition**

The Sub-recipient is prohibited from obligating or expending RCPGP funds provided through this award until the required budget and budget narrative are approved by FEMA and this condition is rescinded. In addition, the Sub-recipient is prohibited from obligating or expending RCPGP funds provided through this award until DHS/FEMA has provided signed approval of the project narrative and project plans to the Sub-recipient.

**State Requirements for Grants**

Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Sub-recipient agreement's activities and performances rendered by the Sub-recipient including but not limited to the laws and the regulations promulgated in Texas Government Code Chapter 783, Uniform Grant and Contract Management Code: State Administrative Agency Information Bulletins, currently available at [http://www.txdps.state.tx.us/director\\_staff/saa/information\\_bulletins.htm](http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm), Texas Uniform Grants Management Standards (UGMS) currently at [governor.state.tx.us/files/state-grants/?UGMS062004.doc](http://governor.state.tx.us/files/state-grants/?UGMS062004.doc); and the State Administrative Agency Sub-recipient Manual, currently available at [http://www.txdps.state.tx.us/director\\_staff/saa/documents/subrecipientManual.pdf](http://www.txdps.state.tx.us/director_staff/saa/documents/subrecipientManual.pdf). Sub-recipient(s) must, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of the award, and the approved application.

The Sub-recipient will follow Texas General Appropriations Act, Art. IX, section 4.05 which requires conforming with:

- a) Texas General Appropriations Act, Art. IX, Parts 2 and 3 of the General Appropriations Act, except there is no requirement for increased salaries for local government employees;
- b) Texas Government Code section 556.004, 556.005, and 556.006 including not using any money or vehicle to support the candidacy of any person for office; not influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose; and not using grant funds to influence the passage or defeat of a legislative including not assisting with the funding of a Lobbyist, or using grant funds to pay dues to an organization with a registered Lobbyist;
- c) Texas Government Code section 2113.012 and 2113.101 including not using grant funds to compensate any employee who uses alcoholic beverages on active duty plus Sub-recipient may not use grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
- d) Texas General Appropriations Act, Art. IX, section 6.13 requiring Sub-recipients to make every effort to attain key performance target levels associated with this grant award, including performance milestones, milestone time frames, and related performance reporting requirements; and
- e) General Appropriations Act, Art. IX, section 7.01, 7.02, and 7.03 and Texas Government Code § 2102.0091, including grants funds may only be expended if the Sub-recipient timely completes and files its reports.

**Please fill in the appropriate information and sign.**

Print Name of Authorized Official H. M. DAVENPORT, Jr.

Title NAVARRO Co. Judge

Sub-recipient Organization NAVARRO County

Signature of Authorized Official [Handwritten Signature] Date 8-8-13

Initial [Handwritten Initials] Date 8-8-13

**EXHIBIT A****ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B**

As the duly authorized representative of the sub-recipient, I certify that the sub-recipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this agreement.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

Initial MM Date 8-8-13

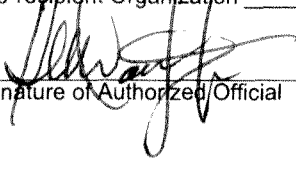
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this program.


**Please fill in the appropriate information and sign.**

Print Name of Authorized Official H. M. DAVENPORT, Jr.

Title County Judge

Sub-recipient Organization NAVARRO Co.

Signature of Authorized Official  Date 8-8-13

Initial  Date 8-8-13

**EXHIBIT B****ASSURANCES - CONSTRUCTION PROGRAMS**

As the duly authorized representative of the sub-recipient, I certify that the sub-recipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this agreement.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §§276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

Initial AWD Date 8-8-13

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this program.

**Please fill in the appropriate information and sign.**

Print Name of Authorized Official H. M. DAVENPORT

Title County Judge

Sub-recipient Organization NAVARRO Co.

Signature of Authorized Official  Date 8-8-13


Initial  Date 8-8-13

Exhibit C

Certifications

The undersigned, H.M. DAVENPORT (print), as the authorized official of NAVARRO CO. certifies the following to the best of his/her knowledge and belief.

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 an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, of modification of any Federal contract, grant, loan, 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, 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 prohibiting lobbying be included in the award documents for all sub-awards at all tiers (including subcontract, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification). The Sub-recipient certifies that it and its principals and vendors:

- 1. Are not 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; Sub-recipients can access debarment information by going to [www.epls.gov](http://www.epls.gov) and the State Debarred Vendor List [www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred](http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred).
- 2. Have not within a three-year period preceding this agreement been convicted of or had 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;
- 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification; and
- 4. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; or
- 5. Where the sub-recipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this agreement. (Federal Certification)

E. The Sub-recipient certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

F. Sub-recipient must comply with 2 CFR Part 180 Subpart C as a condition of receiving grant funds, and sub-recipient must require such compliance in any sub-grants or contract at the next tier.

G. Drug-free Workplace Act, as amended, 41 U.S.C. §701 et seq. – Requires the recipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, place(s) where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. The recipient must notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 CFR Part 17.

H. Sub-recipient agrees that it is not delinquent on any Federal debt.

I. Sub-recipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.

Initial HMD Date 8-8-13



J. Sub-recipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.

**Please fill in the appropriate information and sign.**

Print Name of Authorized Official H. M. DAVENPORT

Title County Judge

Sub-recipient Organization NAVARRO CO.

Signature of Authorized Official [Handwritten Signature]

Date 8-8-13

Initial [Handwritten Initials] Date 8-8-13

**EXHIBIT D****State of Texas Assurances**

As the duly authorized representative of the sub-recipient, I certify that the sub-recipient

1. Will comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Must insure that all information collected, assembled, or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Must comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Will not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the subgrantee is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Must comply with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 1701, Texas Occupations Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules if the subgrantee is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Will follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section \_\_.36 for additional guidance on contract provisions).
8. Must comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
10. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
14. Will insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

Initial JKW Date 8-8-13

15. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

16. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

17. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

18. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

19. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

20. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

21. Will comply with Public Law 103-277, also known as the Pro-Children Act of 1994 (Act), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

22. Will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

23. Will comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

24. Certifies that is and its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>.

25. Must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

**Please fill in the appropriate information and sign.**

Print Name of Authorized Official H. M. DAVENPORT, Jr.

Title County Judge

Sub-recipient Organization NAVARRO Co.

Signature of Authorized Official [Handwritten Signature] Date 8-8-13

Initial [Handwritten Initials] Date 8-8-13

Google Online Agreements

Background Information

By clicking "Accepted and Agreed", you are executing the Google Apps for Government Agreement and the Amendment to Google Apps Agreement contained i

Agreement

Amendment to Google Apps Agreement

This amendment ("Amendment") will serve to amend that certain Google Apps Enterprise Agreement, Google Apps for Government Agreement, or Google Apps for Google Asia Pacific Pte. Ltd. (as applicable, "Google") (the "Google Apps Agreement") and that certain Postini Inc. Master Services Agreement, Postini Services component of an agreement) authorizing purchase and use of Postini services ("Postini Agreement") previously entered into by and between Customer and Google. the meaning ascribed to them under the Google Apps Agreement.

In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

- 1. Transition from Postini Services to Services ("Transition").
a. Transition. At some point after March 1, 2013, Google will transition Customer who purchased Google Message Security, Google Message Discovery, c
b. Assistance. Google may require Customers to assist Google with the Transition, which Google will specifically request and may provide detailed instruc
2. Services. Google will provide information about the differences between Postini Services and Services at postini-transition.googleapps.com/compare or other su
between Postini Services and Services, and accepts these differences as part of the Transition. After Transition is complete, Google will have no further obligation t
3. Pricing.
a. Legacy Pricing. Customer may renew the Services or purchase additional End User Accounts ("End User Accounts" defined in the Google Apps Agree
Services as described in Section 3(b)(i) below.
b. Price Increase for use of certain Services.
i. Notwithstanding Section 3(a) above, at the start of Customer's next renewal term after June 30, 2014, the prices Google charges Custor
Gmail, Google Calendar, Google Groups, Google Docs, Google Drive, Google Sites, Google Contacts, and Google Apps Vault (except as noted in Section 3
ii. For Customers who had previously purchased Google Message Discovery or Google Message Archive and Discovery, the prices Goog
iii. Any price increase will become effective and will be reflected on the next invoice issued to Customer after Customer's use of the Servi
c. Price Increase on or after January 1, 2016. Notwithstanding Section 3(a), Google may revise the prices it charges Customer with respect to those Custon
at least sixty days prior written notice (which may be by e-mail) of any price increase.
4. Miscellaneous. All other terms and conditions of the Google Apps Agreement shall remain unchanged and in full force and effect. In the event of a confli

Google Apps for Government Agreement

This Google Apps for Government Agreement (the "Agreement") is entered into by and between the Google entity set forth in the Order Form ("Google"), with offices at 1600 Amphitheatre

- 1. Services
1.1 Facilities. All facilities used to store and process Customer Data will adhere to reasonable security standards no less protective than the security standards at facilities where
Customer Data, protect against anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access to or use of Customer Data.
1.2 Data Storage. As part of providing the Google Apps Core Services Google will store the following Core Content, while permanently at rest, in the regions as described below
a. United States: Core Content for Gmail, Google Docs, Google Talk, and Google Calendar. Core Content for Gmail, Google Docs, Google Talk, and Google
b. United States and the European Union: Core Content for Google Contacts, Google Groups, and Google Sites.
1.3 Federal Information Security Management Act (FISMA). The Google Apps Core Services received a FISMA "Authorization to Operate" for a Moderate impact system. Googl
SSP as stated, Customer's sole and exclusive remedy, and Google's entire liability, will be Customer's ability to terminate the Agreement upon thirty days prior written notice.
1.4 Modifications.
a. To the Services. Google may make commercially reasonable changes to the Services from time to time. If Google makes a material change to the Services
b. To URL Terms. Google may make commercially reasonable changes to the URL Terms from time to time. If Google makes a material change to the URL Te
Customer does not agree to the change, Customer must so notify Google via the Help Center within thirty days after receiving notice of the change. If Customer notifies
affected Services are renewed, they will be renewed under Google's then current URL Terms.
2. Customer Obligations.
2.1 Compliance. Customer will use the Services in accordance with the Acceptable Use Policy. Google may make new applications, features or functionality available from time
from the Services, available to Customer and its End Users in accordance with the Non-Google Apps Product Terms and the applicable product-specific Google terms of service.
2.2 Customer Administration of the Services. Customer may specify one or more Administrators through the Admin Console who will have the rights to access Admin Account(s)
authorized to access the Admin Account(s), and (c) ensuring that all activities that occur in connection with the Admin Account(s) comply with the Agreement. Customer agrees th
2.3 End User Consent. Customer's Administrators may have the ability to access, monitor, use, or disclose data available to End Users within the End User Accounts. Custome
so and (ii) Google to provide the Services.
2.4 Unauthorized Use. Customer will use commercially reasonable efforts to prevent unauthorized use of the Services and to terminate any unauthorized use. Customer will prc
2.5 Restrictions on Use. Unless Google specifically agrees in writing, Customer will not, and will use commercially reasonable efforts to make sure a third party does not: (a) sell
attempt to create a substitute or similar service through use of, or access to, the Services; (d) use the Services for High Risk Activities; or (e) use the Services to store or transfer
2.6 Third Party Requests. Customer is responsible for responding to Third Party Requests. Google will, to the extent allowed by law and by the terms of the Third Party Request
Customer with the information or tools required for Customer to respond to the Third Party Request. Customer will first seek to obtain the information required to respond to the T

Payment

3.1 Payment. All Fees are due thirty days from the invoice date. All payments due are in U.S. dollars unless otherwise indicated in an Order Form. Payments made via wire tra

Table with 3 columns: Bank Name, ABA Number, Account Number. Row 1: Wells Fargo Bank, 121000248, 4375669785. Row 2: Palo Alto, California USA, Google Inc.

3.2 Delinquent Payments. Delinquent payments may bear interest at the rate of one-and-one-half percent per month (or the highest rate permitted by law, if less) from the paym
delinquent amounts are due to Google's billing inaccuracies.

3.3 Purchase Orders.

- a. Required. If Customer wants a Purchase Order number on its invoice, Customer will inform Google and issue a Purchase Order to Google. If Customer requires terms and conditions on a Purchase Order do not apply to this Agreement and are null and void.
- b. Not Required. If Customer does not require a Purchase Order number to be included on the invoice, Customer will provide Google a waiver of the Purchase Order. Customer agrees to pay invoices without a Purchase Order.

3.4 Taxes. Customer is responsible for any Taxes, and Customer will pay Google for the Services without any reduction for Taxes. If Google is obligated to collect or pay Taxes withhold any Taxes from its payments to Google, Customer must provide Google with an official tax receipt or other appropriate documentation to support such payments.

3.5 Invoice Disputes. Any invoice disputes must be submitted prior to the invoice due date. If the parties determine that certain billing inaccuracies are attributable to Google, Google will apply the credit memo amount to the disputed invoice and Customer will be responsible for paying the resulting net balance due on that invoice.

4. Invoicing Rates. On or after the Billing Start Date, Google will invoice Customer the following Fees for each Service:

4.1 Billing in Advance. In advance for the Monthly Charge, Annual Charge or Initial Term Charge (as applicable) and for the one-time fees, all of which will be set forth in the Order.

4.2 Billing in Arrears. In arrears monthly for the Additional Unit Fee for all Additional Units, if applicable.

5. Technical Support Services.

5.1 By Customer. Customer will, at its own expense, respond to questions and complaints from End Users or third parties relating to Customer's or End Users' use of the Services.

5.2 By Google. If Customer cannot resolve a support issue consistent with the above, then Customer may escalate the issue to Google in accordance with the TSS Guidelines.

6. Suspension.

6.1 Of End User Accounts by Google. If Google becomes aware of an End User's violation of the Agreement, then Google may specifically request that Customer Suspend the use of the applicable End User until the applicable End User has cured the breach which caused the Suspension.

6.2 Emergency Security Issues. Notwithstanding the foregoing, if there is an Emergency Security Issue, then Google may automatically Suspend the offending use. Suspensor prior notice to Customer, at Customer's request, Google will provide Customer the reason for the Suspension as soon as is reasonably possible.

7. Confidential Information.

7.1 Obligations. Each party will: (a) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information; and (b) not disclose Confidential Information to any third parties or agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill its obligations under this Agreement.

7.2 Exceptions. Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew; (b) becomes public through no fault of the recipient; or (c) is otherwise lawfully in the public domain.

7.3 Required Disclosure. Each party may disclose the other party's Confidential Information when required by law but only after it, if legally permissible: (a) uses commercially reasonable efforts to protect the Confidential Information; (b) notifies the other party of the required disclosure; and (c) discloses only the Confidential Information that is necessary to comply with the law.

8. Intellectual Property Rights; Brand Features.

8.1 Intellectual Property Rights. Except as expressly set forth herein, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property rights.

8.2 Display of Brand Features. Google may display only those Customer Brand Features authorized by Customer (such authorization is provided by Customer uploading its Brand Features on the Service Pages to indicate that the Services are provided by Google. Neither party may display or use the other party's Brand Features beyond what is set forth in the Services Terms.

8.3 Brand Features Limitation. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights in those Brand Features. A party may not use another party's Brand Features to promote its own products or services.

9. Publicity. Customer agrees that Google may include Customer's name or Brand Features in a list of Google customers. Customer also agrees that Google may verbally refer to Customer as a Google customer.

10. Government Purposes. The Services were developed solely at private expense and are commercial computer software and related documentation within the meaning of the applicable Government, under FAR 12.212 and DFARS 227.7202, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Services, including technical data or manuals.

11. Representations, Warranties and Disclaimers.

11.1 Representations and Warranties. Each party represents that it has full power and authority to enter into the Agreement. Each party warrants that it will comply with all applicable laws and regulations.

11.2 Disclaimers. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT. GOOGLE MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE THROUGH THE SERVICES, INCLUDING EMERGENCY SERVICES CALLS, OVER PUBLICLY SWITCHED TELEPHONE NETWORKS.

12. Term.

12.1 Agreement Term. This Agreement will remain in effect for the Term.

12.2 Services Term and Purchases During Services Term. Google will provide the Services to Customer during the Services Term. Unless the parties agree otherwise in writing, the Services Term will automatically renew for successive one-year terms.

12.3 Auto-Renewal. At the end of each Services Term, the Services (and all End User Accounts and Units previously purchased, excluding Additional Units) will automatically renew for another Services Term. This notice of non renewal will be effective upon the conclusion of the then current Services Term.

12.4 Revising Rates. Google may revise its rates for the following Services Term by providing Customer written notice (which may be by email) at least thirty days prior to the start of the Services Term.

13. Termination.

13.1 Termination for Breach. Either party may suspend performance or terminate this Agreement if: (i) the other party is in material breach of the Agreement and fails to cure such breach within ninety days; or (ii) the other party is in material breach of this Agreement more than two times notwithstanding any cure of such breaches.

13.2 Effects of Termination. If this Agreement terminates, then: (i) the rights granted by one party to the other will cease immediately (except as set forth in this Section); (ii) after a commercially reasonable period of time, Google will delete Customer Data by removing pointers to it on Google's active servers and overwriting it over time; and (iv) upon termination, each party shall be bound by the terms and conditions of the Services Terms.

14. Indemnification.

14.1 By Customer. Unless prohibited by applicable law and without waiving sovereign immunity, Customer will indemnify, defend, and hold harmless Google from and against all claims, damages, and costs (including settlement costs and reasonable attorneys' fees) arising from or in connection with the Services, including but not limited to: (i) the use of the Services; (ii) the use of the Services by End Users; (iii) the use of the Services by third parties; and (iv) the use of the Services by Google.

14.2 By Google. Google will indemnify, defend, and hold harmless Customer from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising from or in connection with the Services, including but not limited to: (i) the use of the Services; (ii) the use of the Services by End Users; (iii) the use of the Services by third parties; and (iv) the use of the Services by Google.

14.3 Possible Infringement.

a. Repair, Replace, or Modify. If Google reasonably believes the Services infringe a third party's Intellectual Property Rights, then Google will: (a) obtain the right for the Services to be repaired, replaced, or modified; (b) suspend the Services until the right is obtained; or (c) terminate the Services.

b. Suspension or Termination. If Google does not believe the foregoing options are commercially reasonable, then Google may suspend or terminate Customer's use of the Services until the right is obtained.

14.4 General. The party seeking indemnification will promptly notify the other party of the claim and cooperate with the other party in defending the claim. The indemnifying party's obligation to indemnify shall not be unreasonably withheld or delayed; and (b) the other party may join in the defense with its own counsel at its own expense. THE INDemnifying party shall not be liable for any damages or costs (including settlement costs and reasonable attorneys' fees) arising from or in connection with the Services, including but not limited to: (i) the use of the Services; (ii) the use of the Services by End Users; (iii) the use of the Services by third parties; and (iv) the use of the Services by Google.

15. Limitation of Liability.

15.1 Limitation on Indirect Liability. NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES DO NOT SATISFY A REMEDY.

15.2 Limitation on Amount of Liability. NEITHER PARTY MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AMOUNT PAID BY CUSTOMER FOR THE SERVICES.

15.3 Exceptions to Limitations. These limitations of liability apply to the fullest extent permitted by applicable law but do not apply to breaches of confidentiality obligations.

16. Miscellaneous.

16.1 Notices. Unless specified otherwise herein: (a) all notices must be in writing and addressed to the attention of the other party's legal department and primary point of contact; and (b) notices sent by email will be deemed to have been received by the other party if the email is sent to the other party's email address.

16.2 Assignment. Neither party may assign or transfer any part of this Agreement without the written consent of the other party, except to an Affiliate, but only if: (a) the assignee is a legal entity; and (b) the assignee agrees to be bound by the terms and conditions of this Agreement.

16.3 Change of Control. Upon a change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction): (a) the party experiencing the change of control and thirty days after it receives the written notice in subsection (a); (b) the party that acquires control; or (c) the party that is the surviving entity in the change of control.

16.4 Force Majeure. Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, or other event beyond the control of the party).

16.5 No Waiver. Failure to enforce any provision of this Agreement will not constitute a waiver.

16.6 Severability. If any provision of this Agreement is found unenforceable, the balance of the Agreement will remain in full force and effect.

16.7 No Agency. The parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture.

16.8 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

16.9 Equitable Relief. Nothing in this Agreement will limit either party's ability to seek equitable relief.

16.10 Governing Law. This Agreement shall be governed by the laws of the State of Texas.

a. For State and City Government Entities. If Customer is a city or state government entity, then the parties agree to remain silent regarding governing law and venue.

- b. **For Federal Government Entities.** If Customer is a federal government entity then the following applies: This Agreement will be governed by and interpreted and e (excluding California's choice of law rules) will apply in the absence of applicable federal law; and (ii) FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS A
- c. **For All other Entities.** If Customer is any entity not set forth in Section 16.10(a) or (b) then the following applies: This Agreement is governed by California law, exc
- 16.11 Amendments.** Any amendment must be in writing and expressly state that it is amending this Agreement.
- 16.12 Survival.** The following sections will survive expiration or termination of this Agreement: Section 3, 7, 8.1, 12.2, 13, 14, 15, 16 and 19.
- 16.13 Entire Agreement.** This Agreement, and all documents referenced herein, is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreement. The terms located at a URL and referenced in this Agreement are hereby incorporated by this reference.
- 16.14 Interpretation of Conflicting Terms.** If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: the Order F
- 16.15 Counterparts.** The parties may enter into this Agreement by executing the applicable Order Form, which may be executed in counterparts, including facsimile, PDF or other

- 17. **Services.** If Customer purchases the Services, then the following terms will apply only to such Services:
  - 17.1 **Ads.** The default setting for the Services is one that does not allow Google to serve Ads. Customer may change this setting in the Admin Console, which constitutes t
  - 17.2 **Requesting Additional End User Accounts During Services Term.** Customer may request additional End User Accounts during a Services Term by contacting its desig Order Form reflecting the purchase.
  - 17.3 **Aliases.** Customer is solely responsible for monitoring, responding to, and otherwise processing emails sent to the "abuse" and "postmaster" aliases for Customer Dc
  - 17.4 **Use of Google Message Security Standalone.** As part of the Services purchased by Customer, Google, in its sole discretion, may agree to provide Customer a versio User Accounts for its Services. Certain of the Google Message Security functionality may later become an integrated part of the Services and if Customer receives Google Messa
  - 17.5 **Google Apps Vault.** If Customer purchases Google Apps Vault, the following additional terms apply:
    - a. **Retention.** Google will have no obligation to retain any archived Customer Data beyond the retention period specified by Customer (other than for any legal holds).
    - b. **Partial Provisioning.** If the number of End User Accounts Customer purchases for Google Apps Vault is less than the number of End User Accounts Customer purc Customer's account at any time to ensure that Customer is not violating this Section. If Google determines that Customer is violating this Section, Customer will be in m

- 18. **Google Apps - Postini Services.** If Customer purchases Google Apps - Postini Services, then the following terms will apply only to such services:
  - 18.1 **Account for Each End User.** Customer will establish an email account in Google's identity management systems for each End User for which Customer will be routing
  - 18.2 **Google Message Encryption Limitations.** Unless Google agrees otherwise in writing, Customer may only purchase Google Message Encryption if Customer is also pr other purpose, including use of such services with machine generated message encryption and delivery.
  - 18.3 **Archived Messages.** If the Services contain archiving functionality: (a) Google will retain the Customer emails subject to the Services for up to the period contained in the applicable Services during the retention period will terminate Google's obligation to retain Customer's corresponding emails and indexes.
  - 18.4 **Google Message Filtering.**
    - a. **A-V SLA.** If Customer purchases Google Message Filtering, then, notwithstanding any provision to the contrary in this Agreement, the 100% Anti-Virus Filtering SL
    - b. **Internet Service Providers.** If Customer is an Internet service provider purchasing Google Message Filtering, then Customer may provision these Services to, and i consumer customers; and (ii) those entities for whom Customer hosts and manages email services, on either its or Google's systems.

19. **Definitions.**

"**Acceptable Use Policy**" means the acceptable use policy for the Services available at [http://www.google.com/enterprise/anti-spam/adms/use\\_policy.html](http://www.google.com/enterprise/anti-spam/adms/use_policy.html) or such other URL as may be provided

"**Account Manager**" means the Google business person working with Customer regarding Customer's purchase of the Services.

"**Admin Account(s)**" means the administrative account(s) provided to Customer by Google for the purpose of administering the Services. The use of the Admin Account(s) requires a passw

"**Admin Console**" means the online tool provided by Google to Customer for use in reporting and certain other administration functions.

"**Administrators**" mean the Customer-designated technical personnel who administer the Services to End Users on Customer's behalf.

"**Additional Units**" means the number of units in excess of the Units set forth in the Order Form, for which Customer enabled or used the Google Apps - Postini Services during the preced

"**Additional Unit Fee**" is calculated by multiplying the number of Additional Units by either: (a) the applicable Monthly Unit Price stated in the Order Form; (b) the applicable Annual Unit Pric

"**Ads**" means online advertisements displayed by Google to End Users.

"**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.

"**Agreement**" means the combination of the Order Form and this Google Apps Enterprise Agreement.

"**Annual Charge**" means the annual charge for the Services set forth in the Order Form.

"**Billing Start Date**" means the date upon which Customer will begin paying Google for the Services.

"**Brand Features**" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from

"**Confidential Information**" means information disclosed by a party to the other party under this Agreement that is marked as confidential or would normally be considered confidential unde

"**Core Content**" means the following subsets of Customer Data with respect to these individual components of the Services:

**GMail:** messages and attachments;

**Google Calendar:** events and descriptions of events;

**Google Contacts:** content of the address book;

**Google Docs:** content authored by the owner or collaborators of the doc, not including content hosted on (i) other Google products not referenced in Core Content or (ii) other third party we

**Google Groups:** message and message search archive;

**Google Sites:** content authored by the owners or collaborators of the site; not including content hosted on (i) other Google products not referenced in Core Content or (ii) other third party w

**Google Talk:** archived "on the record" Talk conversations.

"**Customer Data**" means data, including email, provided, generated, transmitted or displayed via the Services by Customer or End Users.

"**Customer Domain Names**" mean the domain names owned or controlled by Customer, which will be used in connection with the Services and specified in the Order Form.

"**Effective Date**" means the date you click to accept this Agreement.

"**Emergency Security Issue**" means either: (a) Customer's use of the Services in violation of the Acceptable Use Policy, which could disrupt: (i) the Services; (ii) other customers' use of the

"**End Users**" means the individuals Customer permits to use the Services.

"**End User Account**" means a Google-hosted account established by Customer through the Services for an End User.

"**Fees**" means the amounts invoiced to Customer by Google for the Services as described in this Agreement.

"**Google Apps Core Services**" means the following components of the Services: Gmail, Google Calendar, Google Contacts, Google Docs, Google Groups, Google Talk, Google Sites, as w

"**Google Apps - Postini Services**" means the Services (e.g. Google Message Filtering, Google Message Security, Google Message Discovery, Archiving and Discovery and Google Messa may provide.

"**Help Center**" means the Google help center accessible at <http://www.google.com/support/>, or such other URL as Google may provide.

"**High Risk Activities**" means uses such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Services could lead to death, personal

"**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, as may be amended from time to time, and any regulations issued thereunder.

"**Initial Services Term**" means the term for the applicable Services beginning on the Service Commencement Date and continuing for the "Current Services Term" set forth in the Order For

"**Initial Term Charge**" means the charge for the Services for the Initial Services Term (excluding any applicable one time fees), as set forth in the Order Form.

"**Intellectual Property Rights**" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.

"**Monthly Charge**" means the monthly charge for the Services set forth in the Order Form.

"**Non-Google Apps Products**" means Google products which are not part of the Services, but which may be accessed by End Users using their End User Account login and password. The

"**Non-Google Apps Product Terms**" means the terms found at the following URL: [http://www.google.com/apps/intl/en/terms/additional\\_services.html](http://www.google.com/apps/intl/en/terms/additional_services.html), or such other URL as Google may pro

**"Notification Email Address"** means the email address designated by Customer to receive email notifications from Google. Customer may change this email address through the Admin C

**"Order Form"** means an order form, which is the written document provided by Google specifying the Services Google will provide to Customer under the Agreement. The Order Form will or End User Accounts; and (v) Customer Domain Names.

**"Purchase Order"** means a Customer issued purchase order.

**"SDN List"** is the US Treasury Department's List of Specially Designated Nationals.

**"Service Commencement Date"** is the date upon which Google makes the Services available to Customer, and will be within one week of Google's receipt of the applicable Order Form sig

**"Service Pages"** mean the web pages displaying the Services to End Users.

**"Services"** means, as applicable, the Google Apps for Government Services and Google Apps Vault, provided by Google and used by Customer under this Agreement. The Services are a Services are listed in the definition of "Google Apps Core Services" above.

**"Services Term"** means the Initial Services Term and all renewal terms for the applicable Services.

**"SLA"** means the Service Level Agreement located here for applicable Services: <http://www.google.com/adsense/adsense/sla.html>, or such other URL as Google may provide, and loca

**"Suspend"** means the immediate disabling of access to the Services, or components of the Services, as applicable, to prevent further use of the Services.

**"Taxes"** means any duties, customs fees, or taxes (other than Google's income tax) associated with the sale of the Services, including any related penalties or interest.

**"Term"** means the term of the Agreement, which will begin on the Effective Date and continue until the earlier of: (i) the end of the last Services Term or (ii) the Agreement is terminated as

**"Third Party Request"** means a request from a third party for records relating to an End User's use of the Services. Third Party Requests can be a lawful search warrant, court order, subp

**"TSS"** means the technical support services provided by Google to the Administrators during the Term pursuant to the TSS Guidelines.

**"TSS Guidelines"** means Google's technical support services guidelines then in effect for the Services. TSS Guidelines are at the following URL: <http://www.google.com/adsense/adsense>

**"Units"** means the units of an applicable Service purchased by Customer.

**"URL Terms"** means the Acceptable Use Policy, the SLA, and the TSS Guidelines.

**Signatory Information**

**Note:** Please review your company details and amend accordingly. If the legal name if your company is incorrect, please advise your Google contact who will arrange for

**Contracting Entity:** County of Navarro

**Url:**

**Name:** Tommy Pryor

You will be the signatory to the following agreement

**Title:** Administrator

**Email:** tpryor@navarrocounty.or

**Address:**

**Country:** United States

**Phone:**

**Fax:**

**Accept Agreement**

**Note:** If you are accepting on behalf of your employer or another entity, you represent and warrant that you have full legal authority to bind your employer or such entity

By checking this box, I am accepting this Agreement on behalf of the entity **County of Navarro**. I represent and warrant that (a) I have full legal authority to that I represent.

Accepted

**CONTRACT PROPOSAL AFFIDAVIT**

The undersigned certifies that the contract prices in this proposal have been carefully reviewed and are submitted as correct and final. He further certifies that the Contractor agrees to furnish any and/or all items upon which prices are extended at the price(s) offered.

STATE OF TEXAS §

COUNTY OF NAVARRO §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Curtis Neyland Jr, who, after being duly sworn, did depose and say: "I, Curtis Neyland Jr, am a duly authorized officer or agent for Neyland Bridge Construction, and have been authorized to execute the foregoing contract proposal on their behalf. I hereby certify that the foregoing proposal has not been prepared in collusion with any other contractors or other person or persons engaged in the same line of business. Further, I certify that the contractor is not now, nor has he been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of the services or materials."

Name and Address of Contractor: Neyland Bridge Construction  
3368 FM 1147  
Marquet Tx 72865  
Telephone: 903 388-0611

By: Curtis Neyland Jr Title: Owner  
(Type or Print Name)

Signature: [Handwritten Signature]

SUBSCRIBED AND SWORN to before me by the above named on this the 8<sup>th</sup> day of August, 2013.

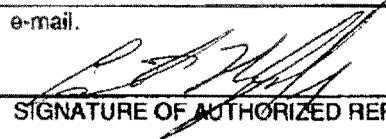
Melvin Barrilleaux  
Notary Public in and for the State of Texas



# 24



**V. SPECIFICATIONS/RESPONSE PACKAGE**

<u>Neyland Bridge</u>		<u>74-2325 224</u>
COMPANY SUBMITTING PROPOSAL		FEDERAL ID NUMBER
<u>3368 Fm 147</u>		
ADDRESS		
<u>Marquetta, TX 77865</u>		
CITY, STATE, ZIP		
<u>Curt Neyland Jr Owner</u>		
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE		
<u>903-399-0611</u>	<u>903 529-1280</u>	
TELEPHONE NO.	FAX NO.	
e-mail.		
		<u>8-8-13</u>
SIGNATURE OF AUTHORIZED REPRESENTATIVE		DATE

**RECONSTRUCTION OF BRIDGE:**

SITE

SE CR 4250

**SCOPE OF WORK:**

Contractor will demo existing bridge and provide material and labor necessary to construct a new 40' X 20' bridge with structural beams and concrete.

Contractor is responsible for locating and marking utilities. Contractor is also responsible for barricading construction site to prevent accidents.

**CONTRACTOR'S RESPONSE TO SPECIFICATIONS**

COST TO PERFORM SCOPE OF WORK (\$): \$ 45760.00

**LIST OF ANY EXCLUSIONS OR FACTORS THAT MAY ALTER THE COST:**

County to Furnish All Baricads

#26

830

NAVARRO COUNTY COMMISSIONERS COURT  
SALARY GRIEVANCE COMMITTEE

Date 8-13-2013

NAME

1. Ann Holcomb  
125 Munns st., Powell, TX 75153
2. Bobby Bruce  
1303 Ann Arbor Corsicana, TX 75110
3. Jerry D. Turner  
306 N. 37<sup>th</sup> St., Corsicana, TX 75110
4. Conrad Newton Alternate  
105 Oakridge Rd, Dawson TX 76639
5. Haeley Barnes Alternate  
2901 Overlook Cir, Corsicana, TX 75110
6. Rebecca Cain  
1200 Bellmont , Corsicana, TX 75110
7. Dorothy Weaver  
8222 SECR 2120, Corsicana, TX 75110
8. Belinda Moreno  
1604 Crestmont, Corsicana, TX 75110
9. George Burrell  
3200 McKnight Ln, Corsicana, TX 75110
10. Cora Jefferson  
216 Fairmont, Corsicana, TX 75110

11. Kenneth Nesmith  
211 S 1<sup>st</sup> W, Dawson, TX 76639
  12. Frank Steed  
3514 Francisco Bay, Kerens, Tx 75144
  13. Sheriff Elmer Tanner
  14. Frank Hull Treasurer
  15. Sherry Dowd County Clerk
  16. Josh Tackett District Clerk
  17. Russell Hudson Tax Assessor
  18. Lowell Thompson DA
- Judge H M Davenport-Chairman