

NAVARRO COUNTY COMMISSIONER'S COURT

A Special meeting of the Navarro County Commissioner's Court was held on Monday, the 25th day of November, 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. 10:02 A.M. Motion to convene by Comm. Olsen sec by Comm. Warren
All voted aye motion carried
2. Opening prayer by Commissioner Martin
3. Pledge of Allegiance
4. Public Comments-no comments

Consent Agenda

- Motion to approve consent agenda items 5-6 by Comm. Olsen sec by Comm. Warren
All voted aye motion carried
5. Motion to approve minutes from the previous meetings of November 12th, 2013 and November 13, 2013
6. Motion to approve and pay bills as submitted by the County Auditor, including payroll (paid 11/15/2013) and election worker payments
Motion by Judge Davenport to hold checks for Emhouse, Frost, Rice, Southern Oaks, & Navarro VFD's until contracts are signed sec by Comm. Warren
All voted aye motion carried

Regular Agenda

7. No action taken on Burn Ban - remains off
8. Motion to approve Tax Collection report for October 2013, Russell Hudson by Comm. Grant sec by Martin
All voted aye motion carried **TO WIT PG 1227-1232**
9. Motion to approve October 2013 Treasurer's report, Frank Hull by Comm. Olsen sec by Comm. Grant
All voted aye motion carried **TO WIT PG 1233-1234**

10. Motion to approve Corsicana Navarro County 100 Club to donate \$5000 to be used for the purchase of equipment for Navarro County Swat Team by Comm. Olsen sec by Comm. Grant
All voted aye motion carried
11. Motion to approve Interlocal Agreement with the City of Corsicana transport mental transfers \$250.00 for single officer and \$300.00 for two by Comm. Grant sec by Comm. Martin **TO WIT PG 1235-1237**
All voted aye motion carried
12. Motion to approve county auditor's September 2013 monthly financial report pursuant to LGC 114.024 by Comm. Martin sec by Comm. Olsen
All voted aye motion carried **TO WIT PG 1238-1241**
13. Motion to approve County Auditor's quarterly investment report for the quarter ending September 30, 2013, pursuant to TX GC Sec. 2256.023 by Comm. Martin sec by Comm. Grant **TO WIT PG 1243**
All voted aye motion carried
14. Motion to approve Independent Contractor Agreement between Navarro County, Texas and North Texas HIDTA and Dan Cauble by Comm. Martin sec by Comm. Grant **TO WIT PG 1243-1253**
All voted aye motion carried
15. Motion to approve Independent Contractor Agreement between Navarro County, Texas and North Texas HIDTA and Kevin Kelley by Comm. Olsen sec by Comm. Warren **TO WIT PG 1254-1263**
All voted aye motion carried
16. Motion to approve Independent Contractor Agreement between Navarro County, Texas and North Texas HIDTA and Ruth L. Howe by Comm. Grant sec by Olsen **TO WIT PG 1264-1273**
All voted aye motion carried
17. Motion to approve of 2014 Memorandum of Agreement between the North Texas HIDTA Executive Board, Navarro County, Texas and Lance Sumpter by Comm. Olsen sec by Comm. Martin **TO WIT PG 1274-1282**
All voted aye motion carried
18. Motion to approve of Service Authorization with Access Point for connecting fiber over ethernet by Judge Davenport sec by Comm. Warren **TO WIT PG 1283-1284**
All voted aye motion carried

19. Motion to approve to purchase Backhoe in Pct. 1 with RDO through Buy Board by Comm. Grant sec by Comm. Martin
All voted aye motion carried

20. Motion to go into Executive Session pursuant to the Texas Government Code Section 551.074 to discuss Personnel by Comm. Olsen sec by Comm. Grant
All voted aye motion carried

Motion to come out of Executive Session by Comm. Olsen sec by Comm. Warren
All voted aye motion carried

21. Motion to take action on Executive Session pursuant to the Texas Government Code Section 551.074 to discuss Personnel to approve to advertise for project manager for Courthouse Restoration by Judge Davenport sec by Comm. Olsen
All voted aye motion carried

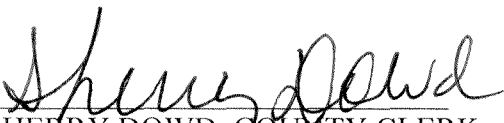
22. Motion to approve going into Executive Session pursuant to the Texas Government Code section 55.072 to discuss Real Property by Comm. Olsen sec by Com Grant
All voted aye motion carried

23. No action taken in Executive Session pursuant to the Texas Government Code 551.72 to discuss Real Property

24. Motion to adjourn by Comm. Martin sec by Comm. Warren
All voted aye motion carried

I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR NOVEMBER 25th, 2013.

SIGNED 25th DAY OF NOVEMBER 2013.


SHERRY DOWD, COUNTY CLERK



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

TOTAL PAGES INCLUDING COVER SHEET 6

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NAVARRO COUNTY , TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING OCTOBER 2013

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	RENDITION PENALTY CAD %	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED LEVY
NAVARRO COUNTY									
CURRENT	2,947,083.43			2,947,083.43		213.78	2,946,869.65		16,929,693.42
DELINQUENT	62,424.01		17,917.51	80,341.52		7.12	80,334.40	15,238.69	%
TOTAL	3,009,507.44	-	17,917.51	3,027,424.95	-	220.90	3,027,204.05	15,238.69	17.40%
NAVARRO COLLEGE									
CURRENT	583,420.84			583,420.84		40.88	583,379.96		3,329,434.41
DELINQUENT	12,214.40		3,560.14	15,774.54		1.34	15,773.20	2,982.72	%
TOTAL	595,635.24	-	3,560.14	599,195.38	-	42.22	599,153.16	2,982.72	17.54%
CITY OF RICE									
CURRENT	33,277.39	-		33,277.39	163.50	11.51	33,102.38		152,601.41
DELINQUENT	761.54		263.85	1,025.39	69.77		955.62	205.03	%
TOTAL	34,038.93	-	263.85	34,302.78	233.27	11.51	34,058.00	205.03	21.81%
CITY OF KERENS									
CURRENT	98,744.10	2,956.94		95,787.16		2.48	95,784.68		260,960.76
DELINQUENT	2,531.85	-	638.50	3,170.35			3,170.35	634.09	%
TOTAL	101,275.95	2,956.94	638.50	98,957.51	-	2.48	98,955.03	634.09	37.83%
CITY OF CORSICANA									
CURRENT	1,336,534.96	-		1,336,534.96		193.62	1,336,341.34		7,565,103.57
DELINQUENT	18,760.83	-	5,654.46	24,415.29		6.86	24,408.43	4,766.99	%
TOTAL	1,355,295.79	-	5,654.46	1,360,950.25	-	200.48	1,360,749.77	4,766.99	17.67%

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NAVARRO COUNTY , TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING OCTOBER 2013

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	RENDITION PENALTY	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
CITY OF BARRY									LEVY
CURRENT	4,347.83			4,347.83			4,347.83		18,562.29
DELINQUENT	86.32		17.41	103.73			103.73	20.75	%
TOTAL	4,434.15	-	17.41	4,451.56	-	0	4,451.56	20.75	23.42%
CITY OF EMHOUSE									LEVY
CURRENT	1,360.62	-		1,360.62			1,360.62		8,544.99
DELINQUENT	738.11		319.96	1,058.07			1,058.07	210.22	%
TOTAL	2,098.73	-	319.96	2,418.69	-	0	2,418.69	210.22	15.93%
CITY OF RICHLAND									LEVY
CURRENT	2,835.13	-		2,835.13			2,835.13		18,439.02
DELINQUENT	278.29		57.51	335.80			335.80	67.01	%
TOTAL	3,113.42	-	57.51	3,170.93	-	0	3,170.93	67.01	15.40%
CITY OF GOODLOW									LEVY
CURRENT	1,506.80	-		1,506.80	7.55		1,499.25		3,932.47
DELINQUENT	172.78		81.20	253.98	21.17		232.81	50.79	%
TOTAL	1,679.58	-	81.20	1,760.78	28.72	0	1,732.06	50.79	38.32%
CITY OF FROST									LEVY
CURRENT	29,875.33	891.94		28,983.39	144.92		28,838.47		83,451.94
DELINQUENT	533.01		142.37	675.38	38.26		637.12	135.08	%
TOTAL	30,408.34	891.94	142.37	29,658.77	183.18	0	29,475.59	135.08	35.80%
CITY OF DAWSON									LEVY
CURRENT	14,198.67			14,198.67		0.03	14,198.64		74,742.31
DELINQUENT	233.45		81.39	314.84			314.84	62.97	%
TOTAL	14,432.12	-	81.39	14,513.51	-	0.03	14,513.48	62.97	19.00%

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NAVARRO COUNTY , TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING OCTOBER 2013

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	RENDITION PENALTY	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
CITY-BLOOMING GROVE									LEVY
CURRENT	30,077.62			30,077.62		0.45	30,077.17		102,399.56
DELINQUENT	731.00		165.55	896.55			896.55	164.82	%
TOTAL	30,808.62	-	165.55	30,974.17	-	0.45	30,973.72	164.82	29.37%
NAVARRO COUNTY ESD #1									LEVY
CURRENT	22,799.25	-		22,799.25	113.93	0.18	22,685.14		138,235.88
DELINQUENT	990.99		266.60	1,257.59	71.64		1,185.95	251.54	%
TOTAL	23,790.24	-	266.60	24,056.84	185.57	0.18	23,871.09	251.54	16.50%
BLOOMING GROVE ISD									LEVY
CURRENT	304,629.08			304,629.08		1.05	304,628.03		1,583,763.31
DELINQUENT	9,078.82		2,465.70	11,544.52			11,544.52	2,281.16	%
TOTAL	313,707.90	-	2,465.70	316,173.60	-	1.05	316,172.55	2,281.16	19.31%
DAWSON ISD									LEVY
CURRENT	180,428.20			180,428.20		0.11	180,428.09		1,741,728.59
DELINQUENT	2,693.54		806.87	3,500.41		0.38	3,500.03	686.45	%
TOTAL	183,121.74	-	806.87	183,928.61	-	0.49	183,928.12	686.45	10.41%
RICE ISD									LEVY
CURRENT	222,504.97			222,504.97		30.56	222,474.41		1,521,159.70
DELINQUENT	6,611.96		2,025.26	8,637.22			8,637.22	1,714.80	%
TOTAL	229,116.93	-	2,025.26	231,142.19	-	30.56	231,111.63	1,714.80	14.66%

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NAVARRO COUNTY , TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING OCTOBER 2013

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	RENDITION PENALTY	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
CORSICANA ISD									LEVY
CURRENT	3,099,777.69			3,099,777.69		483.05	3,099,294.64		17,161,090.96
DELINQUENT	47,054.87		13,519.72	60,574.59		13.67	60,560.92	10,942.37	%
TOTAL	3,146,832.56	-	13,519.72	3,160,352.28	-	496.72	3,159,855.56	10,942.37	18.11%
FROST ISD									LEVY
CURRENT	152,654.42			152,654.42			152,654.42		1,075,998.06
DELINQUENT	2,906.16		1,011.51	3,917.67			3,917.67	803.17	%
TOTAL	155,560.58		1,011.51	156,572.09			156,572.09	803.17	14.26
GRAND TOTAL	9,234,858.26	3,848.88	48,995.51	9,280,004.89	630.74	1,007.07	9,278,367.08	41,218.65	

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

TOTAL COLLECTED	<u>9,321,223.54</u>	YR-TO-DATE % CURRENT COLLECTED:	
ROLLBACK TAXES	<u> </u>	COUNTY	<u>17.40%</u>
TAX CERTIFICATES	<u>1,440.00</u>	COLLEGE	<u>17.54%</u>
HOT CK FEES	<u>60.00</u>	RICE	<u>21.81%</u>
		KERENS	<u>37.83%</u>
		CORSICANA	<u>17.67%</u>
		BARRY	<u>23.42%</u>
		EMHOUSE	<u>15.93%</u>
		RICHLAND	<u>15.40%</u>
		GOODLOW	<u>38.32%</u>
		CITY - FROST	<u>35.80%</u>
		CITY DAWSON	<u>19.00%</u>
		CITY-BL GROVE	<u>29.37%</u>
		NC ESD #1	<u>16.50%</u>
		B G ISD	<u>19.31%</u>
		DAWSON ISD	<u>10.41%</u>
		RICE ISD	<u>14.66%</u>
		CORSICANA ISD	<u>18.11%</u>
		FROST ISD	<u>14.26%</u>

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH OF OCTOBER 2013

	TAXES	PENALTY & INTEREST	SUBTOTAL	RENDITION PENALTY CAD %	NET TAXES DUE	MEMO ONLY ATTORNEY FEES
CURRENT TAXES						
COUNTY	2,404,828.63		2,404,828.63	173.69	2,404,654.94	
ROAD & BRIDGE	499,868.00		499,868.00	36.45	499,831.55	
FLOOD CONTROL	42,386.80		42,386.80	3.64	42,383.16	
TOTAL	2,947,083.43	-	2,947,083.43	213.78	2,946,869.65	-
DELINQUENT TAXES						
COUNTY	50,955.97	14,664.48	65,620.45	5.79	65,614.66	12,444.45
STATE	-	-	-	-	-	-
ROAD & BRIDGE	10,585.45	3,000.07	13,585.52	1.23	13,584.29	2,579.26
FLOOD CONTROL	882.59	252.96	1,135.55	0.10	1,135.45	214.98
TOTAL	62,424.01	17,917.51	80,341.52	7.12	80,334.40	15,238.69
TOTAL ALLOCATION						
COUNTY	2,455,784.60	14,664.48	2,470,449.08	179.48	2,470,269.60	12,444.45
STATE		-		-		-
ROAD & BRIDGE	510,453.45	3,000.07	513,453.52	37.68	513,415.84	2,579.26
FLOOD CONTROL	43,269.39	252.96	43,522.35	3.74	43,518.61	214.98
TOTAL	3,009,507.44	17,917.51	3,027,424.95	220.90	3,027,204.05	15,238.69

COUNTY TAX REPORT
Prepared by Gail Smith
Navarro County Tax Office

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AFFIDAVIT SUBMITTED BY
Frank Hull
NAVARRO COUNTY TREASURER



STATE OF TEXAS
COUNTY OF NAVARRO
October, 2013

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

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

Whereas, the Navarro County Commissioners Court has compared and examined the Treasurer's Report submitted for approval on November 25, 2013 which is attached hereto and has determined that the Treasurer's Report is correct.

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

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

H. M. Davenport Jr. - County Judge

Jason Grant - Commissioner Pct. 1

Richard Martin - Commissioner Pct. 2

David Warren - Commissioner Pct 3

James Olsen - Commissioner Pct 4

SWORN AND SUBSCRIBED TO BEFORE ME, this 25 Th day of November, 2013 by H. M. Davenport, Jason Grant, Richard Martin, David Warren, and James Olsen, in their official capacities as the members of the Navarro County Commissioners Court.

Sherry Dowd - Navarro County Clerk



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NAVARRO COUNTY, TEXAS
 REPORT OF CASH AND INVESTMENTS
 FOR THE MONTH OF OCTOBER, 2013

FUND	BEGINNING BALANCE	RECEIPTS	TEX POOL DEP/WD	DISBURSEMENTS	ENDING BALANCE	BANK INTEREST	TEX POOL BALANCE	TEX POOL INTEREST	TOTAL
GENERAL	5,031,316.29	839,596.43		2,256,445.76	3,614,466.96	2,928.15	823,886.40	60.39	4,438,353.36
COMMUNITY SUPERVISION	398,695.03	54,831.60		97,596.89	355,929.74	245.00	91,185.99	6.70	447,115.73
JUVENILE PROBATION	91,094.83	62,470.18		30,229.18	123,335.83	78.85	35,810.36	2.60	159,146.19
FLOOD CONTROL	605,756.06	1,325.98		5,635.20	601,446.84	385.45	2,117.50	0.12	603,564.34
ROAD & BRIDGE - PCT 1	302,651.59	38,674.82		109,830.94	231,495.47	164.26	67,458.66	7.29	318,954.13
ROAD & BRIDGE - PCT 2	234,078.62	38,583.79		115,574.69	157,087.72	164.26	175,612.97	14.65	332,700.69
ROAD & BRIDGE - PCT 3	96,225.33	38,744.54	55,000.00	105,949.35	84,020.52	164.26	64,746.34	5.40	148,766.86
ROAD & BRIDGE - PCT 4	500,288.80	38,844.55		89,826.12	449,307.23	164.26	30,995.13	2.59	480,302.36
H.I.D.T.A.	14,786.38	335,350.07		335,304.48	14,831.97	10.59	-	-	14,831.97
H.I.D.T.A. SEIZURE	256.53	0.16		-	256.69	0.16	1,665.65	0.10	1,922.34
DEBT SERVICE	112,868.35	2,226.86		-	115,095.21	72.03	2,139.64	0.12	117,234.85
CAPITAL PROJECTS	89,611.41	54.05		6,145.00	83,520.46	54.05	104,990.23	7.72	188,510.69
SHERIFF SEIZURE	188,754.21	184.78		631.73	188,307.26	120.06	148,089.30	10.87	336,396.56
DISTRICT ATTY FORF	54,147.71	881.54		-	55,029.25	34.54	110,142.50	8.06	165,171.75
HEALTH INSURANCE	221,477.17	244,861.74		226,228.62	240,110.29	56.95	11,728.75	0.82	251,839.04
ECONOMIC DEVELOPMENT	211.82	0.13		-	211.95	0.13	2,109.32	0.12	2,321.27
TRUST	1,517,729.68	40,402.92		69,671.96	1,488,460.64	1,008.59	257,094.24	18.83	1,745,554.88
LAKE TRUST	231.08	0.15		-	231.23	0.15	93,362.90	6.81	93,594.13
REVOLVING & CLEARING	486,063.14	109,209.01		67,453.88	527,818.27	349.70	750.02	-	528,568.29
PAYROLL FUND	6,221.13	948,814.85		948,750.39	6,285.59	64.46	-	-	6,285.59
DISBURSEMENT FUND	2,695.20	2,758,291.01		2,758,076.58	2,909.63	214.43	-	-	2,909.63
TOTAL	9,955,160.36	5,553,349.16	55,000.00	7,223,350.77	8,340,158.75	6,280.32	2,043,885.90	153.19	10,384,044.65

	CURRENT MONTH	YTD
INTEREST EARNED:	6,433.51	6,433.51

Frank Hull
 Frank Hull / Treasurer 11/14/13
Date

Jane McCollum
 Jane McCollum / Chief Deputy Treasurer 11.13.13
Date

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STATE OF TEXAS

COUNTY OF NAVARRO

**INTERLOCAL AGREEMENT FOR
TRANSPORT OF MENTAL AND JUVENILE DETAINEES**

THIS AGREEMENT is made and entered into by and between Navarro County, Texas, acting by and through its duly authorized County Judge (hereinafter referred to as "County"), and the City of Corsicana, a home-rule municipal corporation situated in Navarro County, Texas, acting by and through its duly authorized City Manager (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, Chapter 791 of the Texas Government Code authorizes the formulation of interlocal cooperation agreements between and among municipalities and counties for the performance of governmental functions; and

WHEREAS, County wishes to participate in an interlocal agreement with City for the purpose of transporting mental and juvenile detainees to appropriate state or private institutions for the benefit of City; and

WHEREAS, County and City mutually desire to be subject to the provisions of Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act.

NOW, THEREFORE, it is agreed as follows:

1.

PURPOSE

The purpose of this Interlocal Agreement is to enter into an Agreement between County and City whereby, subject to the terms and conditions hereinafter set forth and consideration specified below, County agrees to provide transportation of City's mental detainees to state and/or private mental health facilities for the benefit of City; and juvenile detainees to appropriate juvenile detention facilities for the benefit of City.

2.

TERM

The term of this Agreement is for one (1) year commencing on October 1, 2013, and ending on September 30, 2014. Thereafter, it shall be renewed annually unless either party issues notice of intent to terminate as outlined in Section 4 of this Agreement.

3.

COMPENSATION

- A. As fair compensation for the services rendered by County to City from October 1, 2013 through September 30, 2014, City agrees to pay County \$250.00 per transport of mental and juvenile detainees. In the event that a mental detainee requires the presence of two law enforcement officers, the transport fee shall be \$300.00. Determination of when two officers are required shall be at the discretion of the Navarro County Sheriff's Office or by Judge's orders. County will invoice City monthly, and City agrees to promptly pay within 30 days of invoice date.
- B. Pursuant to the requirements of Section 791.011(d)(3) of the Texas Government Code, the amount due County above shall be paid from revenues available to City in Fiscal year 2013 – 2014.

4.

TERMINATION

It is further agreed by and between County and City that County and City shall each have the right to terminate this Agreement upon thirty (30) days' written notice to the other party.

5.

ENTIRETY

This Agreement contains all commitments and agreements of the parties hereto, and no other oral or written commitments shall have any force or effect if not contained herein.

6.

MODIFICATION

This Agreement may be modified by the mutual agreement of the parties, if the modification is in writing and signed by County and City.

7.

SEVERABILITY

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

8.

AUTHORITY

This Agreement is made for County and City as an Interlocal Agreement pursuant to VTCA, Government Code, Chapter 791.

9.

AUTHORIZATION

The undersigned officer and/or agents of the parties hereto are properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

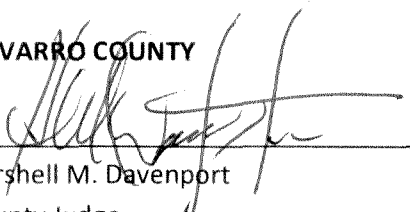
10.

FORCE MAJEURE

It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; fires; strikes; lockouts; national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

EXECUTED this 25 day of November, 2013, in Corsicana, Navarro County, Texas.

NAVARRO COUNTY



Hershell M. Davenport
County Judge

CITY OF CORSICANA

Connie Standridge
City Manager

ATTEST:



ATTEST:



Navarro County September 2013
Financial Report by Fund

1238

	Budget	Current Month	YTD
General Fund:			
Revenues			
Property Taxes	13,444,136.00	91,837.33	13,419,169.64
Other	4,822,049.31	623,715.66	5,368,915.85
Total	18,266,185.31	715,552.99	18,788,085.49
Expenditures			
Commissioner's Court	84,611.04	6,223.59	78,337.31
Planning & Dev.	341,439.00	21,179.87	297,501.19
County Clerk	655,825.00	47,743.75	600,500.11
District Clerk	501,158.00	33,748.75	465,891.54
Veterans' Service	20,638.00	2,103.73	20,539.52
Non Departmental	2,082,850.00	208,188.45	1,828,010.43
Information Systems	92,740.00	6,720.69	86,990.63
HAVA	18,000.00	0.00	17,863.03
Elections	191,890.00	9,277.22	187,158.31
Courthouse	668,681.80	71,968.01	602,014.51
Extension	218,193.00	16,682.06	207,169.88
Historical Commission	6,100.00	1,822.50	6,019.01
County Judge	251,615.00	23,846.54	243,941.12
County Court-at-law	762,462.76	51,481.56	517,725.66
District Court	615,990.00	70,184.62	500,626.38
JP Pct 1	188,240.00	13,990.32	185,558.26
JP Pct 2	186,004.00	13,958.84	181,324.28
JP Pct 3	182,053.00	13,743.20	177,925.00
JP Pct 4	188,945.00	14,372.72	185,241.43
District Attorney	911,803.50	115,615.31	819,899.10
Law Library	5,423.00	984.71	5,683.46
County Auditor	476,620.00	35,094.58	469,711.09
County Treasurer	166,694.00	14,285.41	165,377.61
Tax Assessor/Collector	524,323.00	38,838.75	493,489.54
County Jail	4,973,593.00	539,322.54	4,504,560.42
Constable Pct 1	36,463.00	3,202.63	32,299.74
Constable Pct 2	34,445.00	2,469.02	29,351.98
Constable Pct 3	5,475.00	1,728.60	5,997.19
Constable Pct 4	35,216.00	3,724.09	33,715.03
Sheriff	3,158,279.00	278,886.76	2,904,951.10
Sheriff Communications	755,336.00	84,449.18	683,662.98
Highway Patrol	86,572.00	7,030.95	88,893.17
License & Weights	3,400.00	157.95	3,147.81
Emergency Mgt	46,800.00	6,176.63	42,019.26
CSCD	12,000.00	1,671.78	10,757.07
Juvenile Expenditures	108,937.00	3,562.89	110,210.33
Indigent Health	500,000.00	0.00	499,999.91
Total	19,098,815.10	1,764,438.20	17,294,064.39
General Net	(832,629.79)	(1,048,885.21)	1,494,021.10

Navarro County September 2013
Financial Report by Fund

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	Budget	Current Month	YTD
Flood Control			
Revenues			
Property Taxes	248,504.00	1,647.94	245,935.69
Other	5,000.00	376.40	5,010.87
Total	253,504.00	2,024.34	250,946.56
Expenditures			
Flood Control Net	(146,496.00)	(14,972.11)	(3,803.72)
Debt Service			
Revenues			
Property Taxes	539,356.00	3,741.59	546,713.56
Other	750.00	68.68	1,162.51
Total	540,106.00	3,810.27	547,876.07
Expenditures			
Debt Svc. Net	16,346.00	3,810.27	24,116.07
Road & Bridge Pct. 1			
Revenues			
Property Taxes	723,001.00	4,906.18	725,676.94
State of TX	25,400.00	12,927.83	34,053.68
Vehicle Registration	225,000.00	11,521.17	207,902.98
Fines & Forfeitures	150,000.00	0.00	109,948.29
Other	1,500.00	222.90	4,069.49
Total	1,124,901.00	29,578.08	1,081,651.38
Expenditures			
Personnel	422,375.00	37,536.88	411,234.30
Supplies	310,600.00	44,789.37	306,552.36
Other Svcs & Charges	144,257.20	4,381.52	133,818.50
Capital Outlay	143,763.00	6,289.77	140,034.15
Total	1,020,995.20	92,997.54	991,639.31
R & B #1 Net	103,905.80	(63,419.46)	90,012.07

Navarro County September 2013
Financial Report by Fund

	Current		
	Budget	Month	YTD
Road & Bridge Pct. 2			
Revenues			
Property Taxes	731,501.00	4,906.20	725,676.93
State of TX	25,400.00	12,927.82	34,053.67
Vehicle Registration	225,000.00	11,521.17	207,902.98
Fines & Forfeitures	150,000.00	0.00	109,948.26
Other	1,500.00	1,199.53	7,329.30
Total	1,133,401.00	30,554.72	1,084,911.14
Expenditures			
Personnel	500,403.00	41,605.84	484,098.99
Supplies	420,000.00	81,532.59	320,210.39
Other Svcs & Charges	279,317.43	64,246.51	252,622.64
Capital Outlay	137,321.00	6,695.09	117,753.23
Total	1,337,041.43	194,080.03	1,174,685.25
R & B # 2 Net	(203,640.43)	(163,525.31)	(89,774.11)
Road & Bridge Pct. 3			
Revenues			
Property Taxes	731,501.00	4,906.20	725,676.94
State of TX	25,400.00	12,927.82	34,053.67
Vehicle Registration	225,000.00	11,521.18	207,902.97
Fines & Forfeitures	150,000.00	0.00	109,948.30
Other	1,500.00	424.63	4,796.95
Total	1,133,401.00	29,779.83	1,082,378.83
Expenditures			
Personnel	538,103.00	46,294.21	513,596.59
Supplies	379,500.00	119,594.60	382,837.87
Other Svcs & Charges	177,988.37	18,024.18	169,330.06
Capital Outlay	116,111.00	4,518.22	93,001.84
Total	1,211,702.37	188,431.21	1,158,766.36
R & B #3 Net	(78,301.37)	(158,651.38)	(76,387.53)
Road & Bridge Pct. 4			
Revenues			
Property Taxes	731,501.00	4,906.20	725,676.93
State of TX	25,400.00	12,927.82	34,053.67
Vehicle Registration	225,000.00	11,521.18	207,902.98
Fines & Forfeitures	150,000.00	0.00	109,948.28
Other	1,500.00	219.84	3,340.88
Total	1,133,401.00	29,575.04	1,080,922.74
Expenditures			
Personnel	487,440.00	34,758.23	387,421.93
Supplies	520,000.00	131,106.27	372,410.54
Other Svcs & Charges	185,017.43	9,123.44	85,039.29
Capital Outlay	96,031.00	1,622.32	19,467.84
Total	1,288,488.43	176,610.26	864,339.60
R & B # 4 Net	(155,087.43)	(147,035.22)	216,583.14

Navarro County September 2013
Financial Report by Fund

1241

Taxes Recorded for September 2013

General Fund	52,995.69	13,472,165.33
Flood Control	940.53	246,876.22
Debt Service	2,154.83	548,868.39
Road & Bridge	11,362.83	2,914,070.57
		<hr/>
Total	67,453.88	17,181,980.51
		<hr/> <hr/>

NAVARRO COUNTY, TEXAS
QUARTERLY TEXPOOL INVESTMENT REPORT
For the Quarter Ended September 30, 2013

FUND	BALANCE 6/30/2013	INTEREST EARNED	DEPOSITS	WITHDRAWALS	BALANCE 9/30/2013	NET CHANGE
Investments held with TexPool:						
Operating Funds	1,347,358.48	240.13	-	-	1,347,598.61	240.13
Designated County Funds	258,166.68	46.19	-	-	258,212.87	46.19
State Funds	126,964.41	22.64	-	-	126,987.05	22.64
Agency Funds	365,869.42	64.85	-	-	365,934.27	64.85
TOTAL	2,098,358.99	373.81	-	-	2,098,732.80	373.81

Quarter to Date Interest Earned:

Bank Accounts	\$ 23,402.76
TexPool Invesments	<u>373.81</u>
Total Interest Earned	<u><u>\$ 23,776.57</u></u>

TexPool Prime Interest Rate at 9/30/2013: 0.0739%

TexPool Prime Net Asset Value at 9/30/2013: \$ 1.00002

Prepared in compliance with Texas Government Code Section 2256.023 and the Navarro County Investment Policy.

Kathy B. Hollomon 11/21/13
Kathy B. Hollomon, County Auditor

Frank L. Hull, III 11/20/13
Frank L. Hull, III - County Treasurer

1242

#13

#14

1243

1

INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN

NAVARRO COUNTY, TEXAS

AND

NORTH TEXAS HIDTA

AND

Dan Cauble

RECEIVED

NOV 19 2013

NAVARRO COUNTY
AUDITOR'S OFFICE

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

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

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



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

If to the Contractor:

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

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

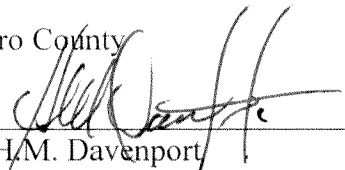
Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

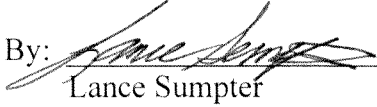
- 14. Indemnification. Contractor agrees to indemnify, defend and hold harmless all the NT HIDTA participating agencies and their respective officials, employees, agents, contractors, successors and assignees, in either their official or individual capacities, from and against any and all liabilities,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

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

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

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

Navarro County
 By: 
 H.M. Davenport
 Date: 11-25-13

North Texas HIDTA Director
 By: 
 Lance Sumpter
 Date: _____

Contractor:

 Dan Cauble

Date: _____

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

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

[Handwritten mark]

2. Prepare classroom for all classes including providing name placards for all students
 3. Facilitate instructors in using classroom equipment including podium computer, overhead power point projector and all other audio/visual equipment.
 4. Coordinating refreshments for students including coffee.
- I. Must be approved for a Law Enforcement National Security Clearance.
 - J. Additional related duties may be assigned at the Discretion of the North Texas HIDTA Director.
 - K. Working hours will be coordinated between the contractor and the North Texas HIDTA Director and will generally fall within the time frame of 7:30am to 5:00pm or as needed by specific training requirements.
2. TERM: This engagement shall commence on 1/1/2014 and shall continue in full force and effect until December 31, 2014.
 3. CONTINGENCY: Notwithstanding anything to the contrary in paragraph 2 above, this Agreement will not be renewed or be effective for any term exceeding the initial Term described above unless Navarro County receives grant funding for North Texas HIDTA for the fiscal year in which the renewal or extended term falls.
 4. COMPENSATION:
 - a. Wages: Navarro County, upon recommendation of the Director, North Texas HIDTA, shall authorize payment to the Contractor for services provided by the Contractor for the term of this Agreement. Payment will consist of an hourly rate of \$17.97 not to exceed 30 hours per week, unless authorized by the North Texas HIDTA Director, and not to exceed a total of \$27,435 which is based on the amount equivalent to a GS 5 step 6 of the 2014 Federal pay scale for the Dallas-Fort Worth area. This contract will also include an approved phone allowance of \$40/month over the term of this Agreement. Overtime will not be authorized. Payments will be made once monthly, by submission of letterhead invoice to Navarro County.
 - b. Expenses: Contractor will be reimbursed by Navarro County for approved North Texas HIDTA related travel and training, as detailed in the Navarro County Policies and Procedures Guide.
 - c. Time off: Contractor will only be paid for the hours worked. This schedule will be approved in advance.
 - d. Cellular Telephone Allowance: This position will be provided a monthly cellular telephone allowance of \$40 per month. This expense should be added to the contractor's annual compensation and will be paid with other wages and approved expenses.
 5. RESPONSIBILITIES OF NAVARRO COUNTY: As the fiscal agent for the North Texas HIDTA, Navarro County has been designated by the NT HIDTA Executive Board to administer the cooperative agreement contract between ONDCP by

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

Exhibit B

County Of Navarro, Texas

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

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

General Requirements

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

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

1. LOBBYING

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

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

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



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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The contractor certifies that it and its principals:

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

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

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

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

3. DRUG-FREE WORKPLACE

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

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

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



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

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

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

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

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

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

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

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

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

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

4. CERTIFICATION REGARDING FEDERAL DEBT STATUS (OMB Circular

A-i 29)

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

5. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

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

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

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

DAUNIE P. CAUBOX
Business Name

Date

same
Printed Name

[Signature]
Signature

#15

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1

INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN

NAVARRO COUNTY, TEXAS

AND

NORTH TEXAS HIDTA

AND

Kevin Kelley

RECEIVED

NOV 19 2013

NAVARRO COUNTY
AUDITOR'S OFFICE

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

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



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

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

If to the Contractor:

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

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

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

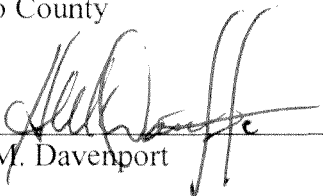
- 14. Indemnification. Contractor agrees to indemnify, defend and hold harmless all the NT HIDTA participating agencies and their respective officials, employees, agents, contractors, successors and assignees, in either their official or individual capacities, from and against any and all liabilities,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


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

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

Navarro County

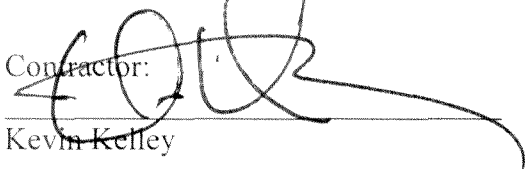
North Texas HIDTA Director

By: 
 H.M. Davenport

By: 
 Lance Sumpter

Date: 11-25-13

Date: 11/15/13

Contractor: 
 Kevin Kelley

Date: 11/15/13

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

1. DUTIES: The Information Technology Manager will provide the day to day supervision for the contractor and the North Texas HIDTA Director will evaluate the overall performance of the Contractor. The daily duties of the contractor will include but not be limited to:
 - A. Provide daily assistance to the Information Technology Manager with the management of the Local Area Network, Wide Area Network, Virtual Private Network, and Internet Connection through the North Texas HIDTA servers.
 - B. As required, perform routine support with guidance from the Information Technology Manager and IT Security operations within our Windows 2012 servers and other duties as assigned within the scope of support with routers, switches. Support and IT Security operations will be provided for equipment located at the main North Texas HIDTA office and remote locations as directed by the Information Technology Manager. Travel to remote locations shall be in accordance with Section 4. b. of this exhibit.
 - C. Assist in inventories of equipment and assist in procurement, recycling and disposal of equipment as requested by the Information Technology Manager.
 - D. Assist federal, state and local law enforcement agency representatives to maintain a high level of IT compliance, with all integrated computer network equipment associated with the North Texas HIDTA.
 - E. Provide, as necessary, daily fault analysis and assistance in the operation of approximately 150 law enforcement user workstations consisting of Dell, desktop/laptop computers and other mobile devices as needed. Also provide assistance with printers, scanners, monitors and other computer related equipment. Assist in the evaluation of compatibility of new equipment with existing systems. Provide instruction and/or training as required for end users support.
 - F. Assist Information Technology Manager with necessary upgrades of network and workstation software.
 - G. Provide assistance to the Information Technology Manager with fault analysis and implementation of a variety of user software programs at the North Texas HIDTA.



- H. Must be approved for a Law Enforcement National Security Clearance.
 - I. Additional duties may be assigned at the Discretion of the North Texas HIDTA Director and the Information Technology Manager.
 - J. CONTRACTUAL OBLIGATIONS: Working hours will be established to insure proper computer network support services and approved by the North Texas HIDTA Director. The Contractor will work up to 1,800 hours during the calendar year.
2. TERM: This engagement shall commence on 1/1/2014 and shall continue in full force and effect until December 31, 2014. The Agreement will be reviewed and renewed annually (subject to the contingency set forth below and acceptable performance by the Contractor) or to any changes agreed to in writing by both parties.
 3. CONTINGENCY: Notwithstanding anything to the contrary in paragraph 2 above, this Agreement will not be renewed or be effective for any term exceeding the initial Term described above unless Navarro County receives grant funding for North Texas HIDTA for the fiscal year in which the renewal or extended term falls.
 4. COMPENSATION:
 - a. Wages: Navarro County, upon recommendation of the Director, North Texas HIDTA, shall authorize payment to the Contractor for services provided by the Contractor for the term of this Agreement. Payment will consist of an hourly rate equivalent to a GS 11 step 3 on the approved 2014 Federal GS pay scale for the Dallas-Fort Worth locality, plus a 30% allowance for fringe benefits. Overtime will not be authorized.
 - b. Expenses: Contractor will be reimbursed by Navarro County for approved North Texas HIDTA related travel and training, as detailed in the Navarro County Policies and Procedures Guide.
 - c. Cellular Telephone Allowance: This position will be provided a monthly cellular telephone allowance of \$75 per month. This expense should be added to the contractor's annual compensation and will be paid with other wages and approved expenses.
 5. RESPONSIBILITIES OF NAVARRO COUNTY: As the fiscal agent for the North Texas HIDTA, Navarro County has been designated by the NT HIDTA Executive Board to administer the cooperative agreement contract between ONDCP by supplying the ONDCP the proper documentation regarding any payment due to the Contractor and disbursing such funds to the Contractor. Payment by Navarro County to the Contractor does not create any special employment relationship and is not to be construed in any way to alter the Contractor's status.

Exhibit B

County Of Navarro, Texas

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

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

General Requirements

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

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

1. LOBBYING

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

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

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

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The contractor certifies that it and its principals:

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

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

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

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

3. DRUG-FREE WORKPLACE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

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

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

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

OMNE PROFESSIONAL SERVICES, INC. 11/15/13
Business Name Date

KEVIN KELLEY
Printed Name

[Signature]
Signature

#16

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INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN

NAVARRO COUNTY, TEXAS

AND

NORTH TEXAS HIDTA

AND

RUTH L. HOWE

RECEIVED

NOV 20 2013

NAVARRO COUNTY
AUDITOR'S OFFICE

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

1. Independent Contractor. Subject to the terms and conditions of this Agreement, Navarro County hereby engages the Contractor as an independent contractor to perform the services set forth herein with North Texas HIDTA, and the Contractor hereby accepts such engagement.
2. Duties, Terms, and Compensation. The Contractor's duties, term of engagement, compensation and provision for payment thereof shall be set forth in and attached as Exhibit A and Exhibit B, which may be amended in writing from time to time.
3. Expenses. During the term of this Agreement, the Contractor shall timely bill and Navarro County shall reimburse only approved, specified expenses, which are incurred in connection with the performance of the duties hereunder.
4. Written Reports. The contractor shall provide progress reports and a final results report upon request from Navarro County.
5. Termination. 1) Navarro County may immediately terminate this Agreement for cause at any time by written notice. 2) Termination will be effective upon delivery of written notice. 3) Either party may terminate this Agreement with or without cause at any time by 30 days written notice. At the termination of this Agreement, the Contractor shall receive as his/her sole compensation payment for services actually performed in accordance with the payment provision in Exhibit A hereof plus any expenses to which he/she is due and owing at the time of the termination.
6. Independent Contractor. This Agreement shall not render the Contractor an employee, partner, agent of, or representative of Navarro County, or

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any participating agency with the NT HIDTA for any purpose. The Contractor is and will remain an independent contractor in his/her relationship to Navarro County and the NT HIDTA. The NT HIDTA and Navarro County shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. NT HIDTA and Navarro County are not responsible for nor will they otherwise provide retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

7. Choice of Law. The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
8. Arbitration. Notwithstanding anything to the contrary contained in this Agreement, each party hereby agrees that no claim or dispute between Navarro County and the Contractor arising out of, or relating to this Agreement shall be decided by any arbitration proceeding including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Section 1-14) or any applicable state arbitration statute, provided that in the event that Navarro County is subject to an arbitration proceeding, notwithstanding this provision, the Contractor consents to be joined in the arbitration proceeding if the Contractor's presence is required or requested by Navarro County for complete relief to be accorded in the arbitration proceedings.
9. Remedies. No remedies or rights herein conferred upon the parties are intended to be exclusive of any remedy or right provided by law, but each shall be cumulative and shall be in addition to every other remedy or right given hereunder or now or thereafter existing at law or in equity.
10. Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.
11. Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.
12. Assignment. Neither the Contractor nor Navarro County shall sell, assign, or transfer any rights or obligations under this Agreement in whole or in part without prior written consent of the other party.
13. Notices. Any and all notices, demands, or other communication required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice of demand is served

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

If to the Contractor:

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

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

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

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

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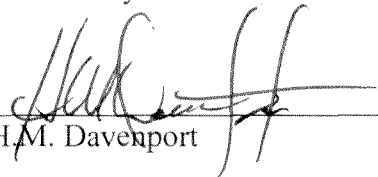
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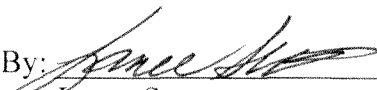
- 18. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.
- 19. Miscellaneous Provisions:
 - a. This Agreement shall not bestow any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

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

Navarro County

North Texas HIDTA Director

By: 
H.M. Davenport

By: 
Lance Sumpter

Date: 11-25-13

Date: 11/15/13

Contractor:


RUTH L. HOWE

Date: 11/18/13



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

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

2. TERM: This engagement shall commence on 01/01/2014 and shall continue in full force and effect until December 31, 2014. The Agreement will be reviewed and renewed annually (subject to the contingency set forth below and acceptable performance by the Contractor) or to any changes agreed to in writing by both parties.
3. CONTINGENCY: Notwithstanding anything to the contrary in paragraph 2 above, this Agreement will not be renewed or be effective for any term exceeding the initial Term described above unless Navarro County receives grant funding for North Texas HIDTA for the fiscal year in which the renewal or extended term falls.
 - A. CONTRACTUAL OBLIGATIONS: Working hours will be established to insure proper support provided and approved by the North Texas HIDTA Director. The Contractor will provide 1840 hours of contract services during the calendar year.
4. COMPENSATION:
 - a. Wages: Navarro County, upon recommendation of the Director, North Texas HIDTA, shall authorize payment to the Contractor for services provided by the Contractor for the term of this Agreement. Payment will consist of an annual sum equivalent to a GS 7 step 1 on the approved 2014 Federal GS pay scale plus a 25% allowance for fringe benefits to be paid in equal installments. Overtime will not be authorized.
 - b. Expenses: Contractor will be reimbursed by Navarro County for approved North Texas HIDTA related travel and training, as detailed in the Navarro County Policies and Procedures Guide.
5. RESPONSIBILITIES OF NAVARRO COUNTY: As the fiscal agent for the North Texas HIDTA, Navarro County has been designated by the NT HIDTA Executive Board to administer the cooperative agreement contract between ONDCP by supplying the ONDCP the proper documentation regarding any payment due to the Contractor and disbursing such funds to the Contractor. Payment by Navarro County to the Contractor does not create any special employment relationship and is not to be construed in any way to alter the Contractor's status.

Exhibit B

County Of Navarro, Texas

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

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

General Requirements

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

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

1. LOBBYING

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

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

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

CSH

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The contractor certifies that it and its principals:

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

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

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

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

3. DRUG-FREE WORKPLACE

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

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

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

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

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

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

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

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

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

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

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

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

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

4. CERTIFICATION REGARDING FEDERAL DEBT STATUS (OMB Circular

A-i 29)

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

5. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

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

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

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

Business Name

11/18/13
Date

Ruth L Howe
Printed Name

Ruth R Howe
Signature

RHH

117.

1274

2014 Memorandum of Agreement
between,
the North Texas HIDTA Executive Board,
Navarro County, Texas and Lance Sumpter

RECEIVED
OCT 21 2013
NAVARRO COUNTY
AUDITOR'S OFFICE

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

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

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

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

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

1. **Effective Date:** This Agreement, upon approval by the EB NORTH TEXAS HIDTA and in coordination with NAVARRO COUNTY, shall be effective as of January 1, 2014.
2. **Term of Agreement:** Subject to the contingencies set forth in paragraphs 3 and 11 below and in Exhibit A of this contract, this Agreement is for a term of 12 months from the effective date. Thereafter, this Agreement will be considered by NAVARRO COUNTY with approval of the EB NORTH TEXAS HIDTA for renewal for subsequent 12 month terms provided:
 - A. The Director notifies the EB NORTH TEXAS HIDTA and NAVARRO COUNTY, in writing, no later than 120 days prior to the expiration of the term that he/she desires to seek an extension; and,
 - B. Any requested modifications to the existing terms, by either

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

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

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

requirements from ONDCP.

- I. In response to time sensitive administrative and programmatic tasking, make decisions on behalf of the EB NORTH TEXAS HIDTA based upon the previous direction, decisions and knowledge of the EB NORTH TEXAS HIDTA.
 - J. Ensure continuous dialogue among members of the Executive Board. Be fair and impartial in pursuit of projects and programs aimed at achieving the maximum benefit for the HIDTA.
 - K. Perform HIDTA travel only to represent or fulfill requirements of the Executive Board or the national ONDCP/HIDTA program.
 - L. Perform additional duties/requirements identified by the Executive Board which must be consistent with ONDCP/HIDTA Program Guidance and deemed necessary to enhance the HIDTA Program.
 - M. With the concurrence of the Executive Board and the Director, NAVARRO COUNTY will hire staff personnel for the North Texas HIDTA, for positions which have been approved and funded by the ONDCP. The Director will provide daily supervision and other required management functions for these individuals.
5. **Limitation of the Director's Authority:** Notwithstanding anything to the contrary in paragraph 4 above, the Director will have no authority whatsoever over and no duty with respect to any operational control of law enforcement by the North Texas HIDTA. The Director will not be held responsible for the actions or omissions of any law enforcement personnel working on or on behalf of the North Texas HIDTA, including, but not limited to, any alleged failure to adequately train, direct, or supervise such personnel.
6. **Obligations of North Texas HIDTA:** North Texas HIDTA shall authorize the following payments and expenditures to the Director, through a cooperative agreement between Navarro County, Texas and the ONDCP:
- A. Office facilities and the necessary office furnishings, equipment and accouterments for the Director to perform the services and duties contemplated in paragraph 4 above including but not limited to the following:
 - 1) Automobile: The Director will be provided with a monthly vehicle allowance of \$700.00 per month. The Director shall be responsible for gas, insurance, registration, maintenance, repairs, and any other vehicle related expenses.

- 2) Cellular Telephone: The Director will be required to obtain a cellular telephone for official, North Texas HIDTA business. The Director will be provided a monthly cell phone allowance of \$75.00.
- 3) Other Expenses: The Director will be reimbursed for approved travel related expenses and fees for conferences and training which are incurred while performing the services contained in this Agreement. Such requests for reimbursement must have the prior written approval of the Chairman or the Vice-Chairman of the Executive Board.

B. Public officials' liability insurance will be provided to the Director.


C. The North Texas HIDTA shall authorize salary to the Director of an annual sum equivalent to GS 15 Step 3 on the prevailing Federal GS pay scale for the Dallas-Fort Worth locality pay rate plus a 30% allowance for fringe benefits for the services provided by the Director, to be paid in equal installments.

- 7. **Payment and Expense Reimbursement Processing:** Payment for expenses shall be on the same schedule as salary and shall be provided under the terms of a cooperative agreement between Navarro County, Texas and ONDCP. The Director shall submit expenses, with attached original receipts, to the Navarro County Auditor, Corsicana, Texas.
- 8. **Taxes:** The Director shall be solely responsible for filing his/her own withholding of any and all federal, state and local tax consequences that result from his receipt of any payments or reimbursements paid in accordance with this Agreement.
- 9. **Contracted Hours Obligation:** The Director shall provide 1,800 hours of services under the terms of the contract for each calendar year.
- 10. **Annual Performance Appraisal:** The Director will undergo an annual Performance Appraisal, to be completed by November 1st of each year.
- 11. **Early Termination:** Early termination of this Agreement, with or without cause, will be allowed only by the 2/3 majority approval, of the full Executive Board.
- 12. **Assignability:** Neither this Agreement nor any duties or obligations under it shall be assignable without the prior written consent of the parties. In the event of an assignment to which the parties have consented, the assignee or the assignee's legal representative shall agree in writing to personally assume, perform, and be bound by all the covenants, obligations, and agreements contained herein.
- 13. **Amendment:** This Agreement may not be modified, altered or amended in any manner except by agreement in writing duly executed by each of the parties

hereto.


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

Dated this 11th day of October, 2013

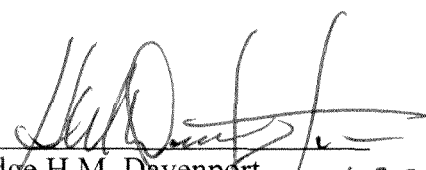


 Chairman, Executive Board

North Texas HIDTA



 Sumpter Services, LLC
 Lance Sumpter, Director
 North Texas HIDTA



 Judge H.M. Davenport
 Navarro County, Texas

11-25-13

Exhibit A

County Of Navarro, Texas

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

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

General Requirements

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

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

1. LOBBYING

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

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

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

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The contractor certifies that it and its principals:

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

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

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

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

3. DRUG-FREE WORKPLACE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

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


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

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

SUMPTER SERVICES, LLC
Business Name

10/11/13
Date

LANCE SUMPTER
Printed Name


Signature

#18

1283

Company Name: County of Navarro New Customer Current Customer

Location Name: Courthouse, Justice Center and EOC Account #:

Service Rate Plan Local calls are included at no charge on VoicePoint service. Non-domestic U.S. and International Calls are billed at individual rates per country. (See rate plans)

VoicePoint Analog Monthly Service Fee: \$ per line - Qty: (minimum of 3) Service Installation Fee: \$ 249.00 per location

VoicePoint SIP/PRI Path - Monthly Service Fee: \$ 16.95 per path - Qty: 46 (minimum of 3) Burstable Paths - Qty: (Max of 10)

Direct Inward Dial - Monthly Service Fee: \$ 0.40 per DID - Qty: Burstable Monthly Service Fee: \$ per path

Long Distance Service Toll-Free Calls: \$ 0.029 per minute Domestic Long Distance Calls: \$ 0.025 per minute

Service Site Information

Street Address: 312 West 2nd Avenue

Suite: Floor: City: Corsicana State: TX Zip: 75110

Serving Wire Center NPA/NXX: 903/641 Site Contact Name: Brett Latta

Contact Telephone Number: (903) 654-7891 Contact E-mail Address: belatta@swbell.net

Optional Services

Additional Trunk Groups @ \$10.00 per month - Qty: Call Groups @ \$4.95 per group of users, monthly - Qty:

Trunk Overflow @ \$50.00 per month Auto Attendant @ \$9.95 per attendant, monthly - Qty: Voicemail @ \$4.95 each, monthly - Qty:

Virtual Number @ \$5.95 per number, monthly - Qty: Virtual Number Usage: \$ per minute

TN: - or - Assign New # NPA-NXX: Ring to Number:

TN: - or - Assign New # NPA-NXX: Ring to Number:

Telephone Number Information

Main Telephone Number: (903) 654-3000 Current Local Service Provider:

(Enter only the telephone numbers that are to be ported to VoicePoint circuit)

Additional Telephone Numbers	Description of Use - For Each Number
(903) 874-2280	DIDs 654-3000 thru 3099
(903) 872-3030	DIDs 875-3300 thru 3399

Additional Telephone Numbers	Description of Use - For Each Number

Toll-Free Service Monthly Fee @ \$3.00 per Toll-Free number per month (Attach Toll-Free RESPORT Form - API536) Quantity: 1

Toll-Free Numbers (if existing)	Ring-To Numbers	Description on Bill (17 Characters max.)	New/Port/Vanity

1284

Company Name: County of Navarro

Location Name: Courthouse, Justice Center and EOC

Optional POTS Service

POTS Rate Plan: (Select one) BusinessPoint EPoint MetroPoint VPoint QPoint

Other fees and usage rates also apply to local services per API published rate sheets & tariffs. Non-domestic U.S. & International Calls are billed at individual rates per country. (See rate plans)

POTS line Monthly Service Fee: \$ 40.00 per line Usage Rate - IntraLATA Calls: \$ 0.059 per minute

Usage Rate - Intrastate Calls: \$ 0.059 per minute Usage Rate - Interstate Calls: \$ 0.049 per minute

	Telephone Number	Switch As-Is	Or, change these Features:
<input type="checkbox"/> POTS line for Fax		<input type="checkbox"/>	
<input type="checkbox"/> POTS line for Other:		<input type="checkbox"/>	
<input type="checkbox"/> POTS line for Other:		<input type="checkbox"/>	
<input type="checkbox"/> POTS line for Other:		<input type="checkbox"/>	
<input type="checkbox"/> POTS line for Other:		<input type="checkbox"/>	
<input type="checkbox"/> POTS line for Other:		<input type="checkbox"/>	

Remarks:

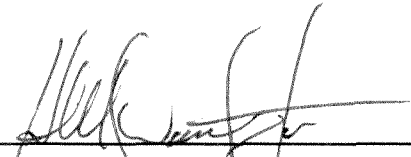
Authorization

I hereby affirm that I agree to use all of the Access Point, Inc. services selected and described on this Authorization and to comply with and be bound by the Standard Terms and Conditions of Service published on the Access Point, Inc. website (www.accesspointinc.com). I/we recognize that by selecting VoicePoint, I agree to supply the IP bandwidth necessary for the Access Point, Inc. VoIP service and agree to the terms and conditions of the VoIP service. I understand that a minimum number of voice paths and an Integrated Access device is included in the monthly service fee based on the package and if selected, herein I will pay an additional monthly fee for any additional voice paths. I agree that this enhanced service is offered pursuant to the Use of non-API Broadband for VoIP Service Addendum. I acknowledge that API makes no representations, warranties, or guarantees regarding any QoS for this VoIP service. I understand that billing for these services will commence upon the date that the services are installed and available for my/our use. I further understand that disconnection of these services requires a 30 day written notice and that I/we will be required to pay for these services until the end of that 30 day period. I agree that this billing requirement is in addition to the requirements of the Access Point, Inc. Term Agreement.

Letter of Agency

The above named company has entered into a Commercial Service Agreement with Access Point, Inc. to use telecommunications services, including local telephone service, local toll service and long distance telephone service. Therefore, I/we do hereby notify my/our Local Exchange Carrier that Access Point, Inc. is authorized to act on my/our behalf regarding all negotiations and arrangements (including issuance of orders) for service requests for local telephone service, local toll service and long distance telephone service and to obtain any records from my/our current local telephone company necessary to switch these services to Access Point, Inc. for the Main Billing Number above and any additional telephone numbers shown above. These changes will apply only to the number(s) shown on this Authorization. For each number shown there can be only one presubscribed provider of local service, one presubscribed provider of local toll service and one presubscribed provider of long distance service. My signature warrants that I am duly authorized to sign this Letter of Agency for all telephone numbers listed above and make these changes to my local service, local toll service and long distance service.

Authorized Signature:



Date:

11-25-13

Authorized By (print name):

H.M. DAVERPONT, JR.

Title:

NAVARRO Co. Judge

Customer's signature above will result in a change of customer's service provider for the telephone numbers shown herein.