# NAVARRO COUNTY COMMISSIONER'S COURT

A Special meeting of the Navarro County Commissioner's Court was held on Monday, the 28th day of December, 2015 at 10:00 a.m., in the Courtroom of the Navarro County Annex Building, 601 North 13<sup>th</sup> in Corsicana, Texas. Presiding Judge HM Davenport, Jr. Commissioners present Jason Grant, Dick Martin, David Warren and James Olsen.

- 1. 10:00 A.M. Motion to convene by Comm. Olsen sec by Comm. Warren Carried unanimously
- 2. Opening prayer by Judge Davenport
- 3. Pledge of Allegiance
- 4. Public Comments-no comments

# **Consent Items**

Motion to approve consent item 5 by Comm. Martin sec by Comm. Grant Carried unanimously

5. Motion to approve and pay bills as submitted by the County Auditor, including payroll (paid 12/15/15)

TO WIT PG 2187-2204

# **Action Items**

- 6. No action on burn ban off at this time
- 7. Motion to approve Treasurer's report for October 2015, Ryan Douglas by Comm.
  Olsen sec by Comm. Grant
  Carried unanimously

  TO WIT PG 2205-2206
- 8. Motion to approve Navarro County Truancy Policy effective September 1, 2015 by Judge Davenport sec by Comm. Olsen

  Carried unanimously

  TO WIT PG 2207-2208

  Carried unanimously
- 9. Motion to approve Request for Expenditure of Contingency Allowance Funds regarding Proposal #052-R4 by Comm. Grant sec by Comm. Martin Carried unanimously

  TO WIT PG 2209-2213
- Motion to approve Proposal from Waterworks for trenching, installing conduit and repairs by Comm. Olsen sec by Comm. Warren Carried unanimously

  TO WIT PG 2214

- 11. Motion to approve Resolution of a proposed Tax Abatement between Navarro County and JTL Real Estate Ventures, LLC at 120 W. 6<sup>th</sup> Ave. by Comm. Martin sec by Comm. Grant

  Carried unanimously
- 12. Motion to approve request for contract with Xerox Document Solution for a multifunction document center for NCSO jail medical by Comm. Olsen sec by Comm. Warren

  Carried unanimously
- 13. Motion to approve Resolution, and any related documents, to authorize TXDOT to modify the I-45 Speed limit thru specific Navarro County Unincorporated areas during the lane expansion project in concern of safety as recommended by TXDOT by Comm. Grant sec by Comm. Martin Carried unanimously

  TO WIT PG 2228-2229
- 14. Motion to approve Addendum with Lenovo Financial Services for computers and monitors for the Auditor's Office by Comm. Martin sec by Comm. Olsen Carried unanimously
  TO WIT PG 2230
- 15. Motion to approve 2016 Memorandum of Agreement between the Texoma HIDTA Executive Board, Navarro County, Texas and Lance Sumpter (Director) by Comm. Olsen sec by Comm. Warren

  TO WIT PG 22314-2239

  Carried unanimously
- 16. Motion to approve Independent Contractor Agreement between Navarro County, Texas and Texoma HIDTA and Ruth L. Aston by Comm. Martin sec by Comm. Grant <a href="https://doi.org/10.1007/journal.org/">TO WIT PG 2240-2249</a>
  Carried unanimously
- 18. Motion to approve contract with Independent Contractor Agreement between Navarro County, Texas and Texoma HIDTA and Dan Cauble by Comm. Olsen sec by Comm. Warren <u>TO WIT PG 2260-2270</u> Carried unanimously
- Motion to approve Independent Contractor Agreement between Navarro County,
  Texas and Texoma HIDTA and Jason Kendrick by Comm. Olsen sec by Comm.
  Martin
  Carried unanimously
  TO WIT PG 2171-2281

- 20. Motion to approve intergovernmental transfer of certain Navarro County tax funds to serve as the non-federal share of Medicaid supplemental payments to Navarro Regional Hospital under the Texas Healthcare transformation and Quality Improvement Program 1115 Demonstration Waiver (formerly the UPL Program), not to exceed state computed cap and not to exceed the budget amount of \$500,000 by Judge Davenport sec by Comm. Martin Carried unanimously
- 21. Motion to approve Certificate of Destruction for all the salvaged computer/electronic equipment, including hard drives, by STS Recycling, Inc. by Comm. Grant sec by Comm. Martin

  TO WIT PG 2282-2283

  Carried unanimously
- 22. Motion to go into Executive Session Pursuant to the Texas Government Code Section 551.074 to discuss Personnel by Comm. Olsen sec by Comm. Warren Carried unanimously

Motion to come out of Executive Session Pursuant to the Texas Government Code Section 551.074 by Comm. Warren sec by Comm. Olsen Carried unanimously

- 23. Motion to approve action taken in Executive Session Pursuant to the Texas Government Code 551.074 to discuss Personnel to prepare six month contract drawn up by Lowell Thompson at the given wage rate that he has been working for and then a month to month contract with Cody Muldner with Judge Davenport to approve and sign contract by Judge Davenport sec by Comm. Olsen Carried unanimously

  TO WIT PG 2284-2286
- 24. Motion to adjourn by Comm. Martin sec by Comm. Grant Carried unanimously
- I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR DECEMBER 28<sup>TH</sup>, 2015.

SIGNED 28<sup>TH</sup> DAY OF DECEMBER 2015.

SHERRY DOWD COUNTY CLERK

William Commence

GENERAL FUND

VENDOR NAME	NAME ACCOUNT # ACCOUNT NAME		ITEM/REASON	INVOICE #	VP DATE	AMOUNT	
ACCESS POINT.INC.	2016 101-410-435	TELEPHONE	312177 12/07/15 - 0	3997300	12/15/2015	12/28/2015	4.356.41
ACCESS POINT.INC.			312177 12/07/15 - 0		12/15/2015	12/28/2015	58.74
AKV PLUMBING CONTRACTOR						12/28/2015 300514	1,336.18
ALLIANCE DOCUMENT SHRED			SHRED OLD RECORDS	15022	12/17/2015	12/28/2015	303.36
AMERICAN TIRE DISTRIBUT	2016 101-560-445	REPAIRS & MAINT	UNIT 2367 - P265-60	S068527963	12/15/2015	12/28/2015 300525	117.36
AMERICAN TIRE DISTRIBUT			UNIT 2264 - P265-60	S068762656		12/28/2015 300562	258.56
AMERICAN TIRE DISTRIBUT		REPAIRS & MAINT	TRAILER - ST205-75R			12/28/2015 300603	102.94
AMERICAN TIRE DISTRIBUT			UNIT 2369 - P265-60	S069151081		12/28/2015 300636	469.44
ANGUS VOLUNTEER FIRE DE	2016 101-406-465	FIRE PROTECTION	DEC 2015	12/01/15	12/22/2015		600.00
ANTHONY EILAND	2016 101-435-411	COURT APPOINTED	TORRES, MILTON	36278	12/17/2015		575.00
ANTHONY EILAND	2016 101-435-411		BOYD, ROMAN	36312	12/17/2015		400.00
ANTHONY EILAND	2016 101-435-411	COURT APPOINTED	BOYD, ROMAN	36314	12/17/2015		300.00
ANTHONY EILAND	2016 101-435-411	COURT APPOINTED	SPEARS, WILLIAM	35867	12/17/2015		4.000.00
ANTHONY EILAND	2016 101-435-411		SPEARS, WILLIAM	35869	12/17/2015		6,362.50
ANTHONY EILAND	2016 101-435-411		SPEARS. WILLIAM	36341	12/17/2015		1,025.00
ANTHONY EILAND	2016 101-435-411	COURT APPOINTED	SPEARS. WILLIAM	36339	12/17/2015		925.00
ANTHONY EILAND	2016 101-430-411	COURT APPOINTED	WRIGHT, ROGER	35667	12/18/2015		200.00
AT&TSERVICES INC.	2016 101-475-435		9038740832 11/23/15		12/15/2015		187.58
AT&TSERVICES INC.			287256008226 11/03/		12/17/2015		31.76
AT&TSERVICES INC.			287256008137 11/03/		12/17/2015		22.20
AT&TSERVICES INC.			287256004189 11/03/		12/17/2015		70.06
AT&TSERVICES INC.	2016 101-560-451	MAINT CONTRACT -	287256002969 11/03/	12/10/15	12/17/2015		27.25
AT&TSERVICES INC.	2016 101-512-451	MAINT CONTRACT -	287256003404 11/03/	12/10/15	12/17/2015		32.43
AT&TSERVICES INC.			287256008098 11/03/		12/17/2015		9.65
AT&TSERVICES INC.	2016 101-560-451	MAINT CONTRACT -	287256006020 11/03/	12/10/15	12/17/2015		13.27
AT&TSERVICES INC.	2016 101-560-451	MAINT CONTRACT -	287256008050 11/03/	12/10/15	12/17/2015		9.65
AT&TSERVICES INC.	2016 101-560-451	MAINT CONTRACT -	287256005371 11/03/	12/10/15	12/17/2015		8.45
AT&TSERVICES INC.			287256005256 11/03/		12/17/2015		13.27
AT&TSERVICES INC.			287256004254 11/03/		12/17/2015		38.76
AT&TSERVICES INC.			287256004254 11/03/		12/17/2015		37.99
AT&TSERVICES INC.			287256003327 11/17/		12/18/2015		31.71
AT&TSERVICES INC.			287256003327 11/03/		12/18/2015		70.06
AT&TSERVICES INC.			287256003555 11/03/		12/18/2015		70.06
AT&TSERVICES INC.	2016 101-512-451	MAINT CONTRACT	287256003555 11/17/	12/10/15	12/18/2015		37.63 31.76
AT&TSERVICES INC.			287256008264 11/03/		12/17/2015 12/17/2015		8.45
AT&TSERVICES INC.			287256008163 11/03/		12/1//2015		110.17
AT&TSERVICES INC.	2016 101-410-435	TELEPHONE	9038723189 12/09/15		12/22/2015		75.32
AT&TSERVICES INC.			287256200779 12/12/		12/22/2015		33.61
AT&TSERVICES INC.	2016 101-572-435		287256200705 12/12/				676.02
AT&TSERVICES INC.	2016 101-410-435		9038723030 12/09/15		12/22/2015		79.60
ATMOS ENERGY	2016 101-410-430		000192298 11/06/15		12/16/2015		14.80
B & G AUTO PARTS		REPAIRS & MAINT	BELT	607564	12/22/2015		71.50
B & G AUTO PARTS		REPAIRS & MAINT		607635	12/22/2015		43.80
B & G AUTO PARTS		REPAIRS & MAINT		607639	12/22/2015		800.00
BARRY FIRE DEPT		FIRE PROTECTION	DEC 2015	12/01/15	12/17/2015		200.00
BILL PRICE		COURT APPOINTED	MCCLANAHAN, ROMEO	71848	12/17/2015		450.00
BILL PRICE		COURT APPOINTED	RICHARDSON, ERICA	71557		12/28/2015 253314	88.00
BLACKFORD PRINTING CO		OFFICE SUPPLIES	ENVELOPES	33201		12/28/2015 253943	69.00
BLACKFORD PRINTING CO		OFFICE SUPPLIES	ENVELOPES CARRES DI	33313		12/28/2015 253536	69.00
BLACKFORD PRINTING CO		OFFICE SUPPLIES	BUSINESS CARDS - RI			12/28/2015 200237	73.00
BLACKFORD PRINTING CO		OFFICE SUPPLIES				12/28/2015 300237	89.00
BLACKFORD PRINTING CO			LETTERHEAD - SMITH.		12/10/2015		800.00
BLOOMING GROVE FIRE DEP				12/01/15		12/28/2015 300588	65.00
BUTLER'S TINTING & ACCE			UNIT 2151 - WINDOWS		12/15/2015		1.53
CENTURYLINK	2016 101-410-435	IELEPHUNE	36552458 11/12/15 -	12000000333	1515515013	12,50,5010	2,50

# A/P CLAIMS LIST

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP PO	TRUOMA OF
CENTURYLINK	2016 101-410-435	TELEPHONE	36553093 11/12/15 -	1360606445	12/22/2015	12/28/2015	40.07
CHATFIELD VOLUNTEER FIF	2016 101-406-465	FIRE PROTECTION	DEC 2015	12/01/15	12/22/2015	12/28/2015	1,000.00
CHUCK'S PAINT & BODY			UNIT 2263 - REPAIR	5462	12/15/2015	12/28/2015 300	3,025.53
CITY DIRECTORIES			CITY DIRECTORY PUBL		12/15/2015	12/28/2015 300	298 357.00
CITY DIRECTORIES			CITY DIRECTORY PUBL		12/17/2015	12/28/2015	254.40
CITY ELECTRIC			DISTRICT COURT - RE		12/15/2015	12/28/2015 3009	82.50
CITY ELECTRIC			REPAIRED AIR COMPRE		12/17/2015	12/28/2015	130.00
CITY OF CORSICANA			2010 TAX YEAR 03/01		12/15/2015	12/28/2015	63.34
CITY OF CORSICANA			2011 TAX YEAR 03/01		12/15/2015	12/28/2015	25.72
CITY OF CORSICANA			2014 TAX YEAR 03/01		12/15/2015	12/28/2015	31,115.89
COKER'S LAWN SERVICE			MOWING PARKS & CLEA		12/15/2015	12/28/2015	1,472.00
CONSTELLATION NEWENERGY			10443720000013150	0029412886-0	12/17/2015	12/28/2015	111.71
CONSTELLATION NEWENERGY			10443720000006236	0029528418-0	12/22/2015	12/28/2015	26.58
COOPER & FRENCH INSURAN			MCCOLLUM, MONICA 12	2460	12/15/2015	12/28/2015 3003	86 71.00
COOPER & FRENCH INSURAN			FID8002580 01/01/16		12/17/2015	12/28/2015	928.00
COPY CENTER			NOTARY STAMP - MCCO		12/15/2015	12/28/2015 3005	663 23.95
CORBET-OAK VALLEY VOL F			DEC 2015	12/01/15	12/22/2015		800.00
CORWYN DAVIS			MARTINEZ, JAMIE	34112	12/22/2015	12/28/2015	300.00
DAMARA WATKINS		COURT APPOINTED	GONZALEZ. JOSUE	72317	12/17/2015		200.00
DAMARA WATKINS		COURT APPOINTED	GONZALEZ, JOSUE	72296	12/17/2015		200.00
DAMARA WATKINS		COURT APPOINTED	ELLISON, LESSIE		12/22/2015		200.00
DAMARA WATKINS			FIELDS, DEAVIUS		12/23/2015		50.00
DANDA PARKER			2016 ES&S SEMINAR -				90.97
DANIEL BILTZ	2016 101-435-411		BROOKS, JOHN		12/17/2015		400,00
DANIEL BILTZ		COURT APPOINTED	BARR, CHRISTOPHER		12/17/2015	12/28/2015	607.50
DANIEL BILTZ	2016 101-435-411		BARR, CHRISTOPHER		12/17/2015	12/28/2015	507.50
DAWSON VOLUNTEER FIRE D			DEC 2015	12/01/15	12/22/2015	12/28/2015	800.00
DEALERS ELECTRICAL SUPP				3301148-00	12/22/2015	12/28/2015	148.03
DOCUMENT SOLUTIONS			11/01/15 - 11/30/15		12/15/2015	12/28/2015	3.40
DOCUMENT SOLUTIONS			11/01/15 - 11/30/15		12/15/2015	12/28/2015	12.46
DOCUMENT SOLUTIONS			11/01/15 - 11/30/15		12/15/2015	12/28/2015	40.02
DOCUMENT SOLUTIONS			11/01/15 - 11/30/15		12/15/2015	12/28/2015	5.30
DOCUMENT SOLUTIONS			11/01/15 - 11/30/15		12/15/2015	12/28/2015	15.42
DOCUMENT SOLUTIONS			11/01/15 - 11/30/15		12/15/2015	12/28/2015	9.80
DOCUMENT SOLUTIONS			11/01/15 - 11/30/15		12/15/2015	12/28/2015	10.30
DOCUMENT SOLUTIONS			11/01/15 - 11/30/15		12/15/2015	12/28/2015	22.58
DOCUMENT SOLUTIONS			11/01/15 - 11/30/15		12/15/2015	12/28/2015	73.12
DOCUMENT SOLUTIONS			11/01/15 - 11/30/15		12/15/2015	12/28/2015	16.06
DOCUMENT SOLUTIONS			11/01/15 - 11/30/15		12/15/2015	12/28/2015	11.38
DOCUMENT SOLUTIONS			11/01/15 - 11/30/15		12/15/2015	12/28/2015	39.26
DOCUMENT SOLUTIONS			11/01/15 - 11/30/15		12/15/2015	12/28/2015	29.93
EARTH NETWORKS, INC			21" DISPLAY WEATHER		12/22/2015	12/28/2015 3004	96 595.00
EMBASSY SUITES SAN MARC							410.55
EMBASSY SUITES SAN MARC							410.55
EMERGENCY SERVICE DISTR					12/22/2015		600.00
EMHOUSE VOLUNTEER FIRE				12/01/15	12/22/2015	12/28/2015	600.00
EUREKA VOLUNTEER FIRE D					12/22/2015	12/28/2015	600.00
FASTENAL - TXMAS			HEX WASHERS, DRILL		12/16/2015	12/28/2015	31.26
FEDEX -TXMAS			2934-0047-4				15.38
FIVE STAR SERVICES INC						12/28/2015	3,636.20
FROST VOLUNTEER FIRE DE				12/01/15	12/22/2015	12/28/2015	800.00
GCS SERVICE INC			481344191 - REPAIR			12/28/2015 3005	10 1,130.64
GILFILLAN HARDWARE					12/16/2015		67.98
GLOBAL GOVERNMENT/EDUCA	2016 101-512-445	REPAIRS & MAINTE	SHIPPING				96 2.20
GLOBAL GOVERNMENT/EDUCA	2016 101-512-445	REPAIRS & MAINTE	SAMSUNG MONITOR	R31811200102	12/18/2015	12/28/2015 3003	96 224.99

vendor name	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
GLOBAL GOVERNMENT/EDUCA	2016 101-512-445	REPAIRS & MAINTE	SHIPPING	R31811200101	12/18/2015	12/28/2015	300396	4.80
GLOBAL GOVERNMENT/EDUCA	2016 101-512-445	REPAIRS & MAINTE	WD PURPLE 4TD HARD	R31811200101	12/18/2015	12/28/2015	300396	491.34
GT DISTRIBUTORS INC	2016 101-560-426		SGT CHEVRONS - GOLD	INV0556406	12/15/2015	12/28/2015	300434	35.70
G4S YOUTH SERVICES, LLC			3648	NAV2015-11	12/15/2015	12/28/2015		134.50
HIRED HANDS INC	2016 101-435-410	INTERPRETER	HOLIDAY, MICHAEL 24		12/22/2015			704.38
ICS	2016 101-512-350	INMATE SUPPLIES	CLEAR SECURITY RAZO		12/22/2015			408.00
ICS	2016 101-512-350				12/22/2015			167.52
ICS	2016 101-512-350		GOLF PENCILS 3 1/2"		12/22/2015			49.00
ICS	2016 101-512-350		AMMEX NITRILE BLUE		12/22/2015			467,20
ICS			AMMEX NITRILE BLUE		12/22/2015			350.40 350.40
ICS	2016 101-512-350	INMATE SUPPLIES	AMMEX NITRILE BLUE	132614	12/22/2015			350.40
ICS	2016 101-512-350	INMATE SUPPLIES	AMMEX NITRILE BLUE	132614	12/22/2015			194.80
ICS	2016 101-512-350	INMATE SUPPLIES	SHORT HANDLED TOOTH	132614	12/22/2015 12/15/2015		200323	1,685.00
IDEAL SELF STORAGE	2016 101-410-446	COURTHOUSE RESTO	UNIT 103, 104, 105.	12/10/15	12/15/2015			180.00
INTERNATIONAL BUSINESS			6373586-00 12/01/15	47152	12/17/2015			1,342.57
JACOBSON LAW FIRM PC		PROFESSIONAL SER			12/15/2015			4.305.49
JACOBSON LAW FIRM PC		PROFESSIONAL SER		=	12/15/2015			125.60
JACOBSON LAW FIRM PC		PROFESSIONAL SER	2016 CDCAT CONF - M		12/18/2015			161.00
JILL GROUNDS			2400 GAL GAS	13704	12/15/2015		300555	3,555.60
JOHNSON OIL COMPANY	2016 101-560-370	TDAVEL /COMEEDENC	2016 CDCAT CONF - M		12/18/2015			161.00
JOSH TACKETT			2016 CDCAT CONF - M		12/18/2015			218.50
JOSH TACKETT		COURT APPOINTED		35185	12/17/2015			2,850.00
JUANITA B EDGECOMB PC JUANITA B EDGECOMB PC		OTHER LITIGATION			12/17/2015			11.96
K & S TIRE, TOWING & RE					12/15/2015		300502	438.05
K & S TIRE. TOWING & RE			UNIT 2155 - OIL CHA		12/16/2015			59.94
K & S TIRE, TOWING & RE			UNIT 2472 - OIL CHA		12/22/2015	12/28/2015		49.95
K & S TIRE. TOWING & RE	2016 101-560-445	_	UNIT 2581 - OIL CHA		12/22/2015	12/28/2015		78.54
K & S TIRE. TOWING & RE			UNIT 2048 - OIL CHA		12/22/2015			109.89
K & S TIRE. TOWING & RE	2016 101-560-445	REPAIRS & MAINT	UNIT 2367 - MOUNTED	60322	12/22/2015	12/28/2015		55.00
K & S TIRE. TOWING & RE			UNIT 2831 - WINCH O	60283	12/22/2015			64.00
K & S TIRE, TOWING & RE			UNIT 2580 - OIL CHA	60506	12/22/2015			68.54
K & S TIRE. TOWING & RE			UNIT 2263 - REPLACE		12/22/2015			568.07
K & S TIRE, TOWING & RE	2016 101-560-445	REPAIRS & MAINT	UNIT 2833 - REPAIRE	60457	12/22/2015		300601	200.64
KEATHLEY & KEATHLEY	2016 101-425-411		LARREMORE, DAVID	71702	12/18/2015			200.00
KEATHLEY & KEATHLEY	2016 101-425-411	COURT APPOINTED	MATHIS, JEREMY	71813	12/18/2015			200.00
KEATHLEY & KEATHLEY		COURT APPOINTED		34587	12/18/2015			2,231.25
KEATHLEY & KEATHLEY			SYKES, WILLIAM	35864	12/18/2015			618.75
KEATHLEY & KEATHLEY			LACHAPPELLA, ROBERT		12/21/2015			400.00 200.00
KEATHLEY & KEATHLEY		COURT APPOINTED	DICKSON, FLOYD	72164	12/22/2015			2.768.75
KEATHLEY & KEATHLEY		COURT APPOINTED	MURPHY, RC	36114	12/22/2015	12/28/2015		367.20
KEATHLEY & KEATHLEY	2016 101-430-475		MURPHY, RC	36114 NOT INDICTED				400.00
KEATHLEY & KEATHLEY		COURT APPOINTED	DICKSON, FLOYD			12/28/2015		200.00
KELLY R MYERS		COURT APPOINTED	HENDERSON, PRINCE	71898		12/28/2015		200.00
KELLY R MYERS		COURT APPOINTED	KARRH, JAMES MONROE	71272		12/28/2015		200.00
KELLY R MYERS		COURT APPOINTED		71272		12/28/2015		2.00
KELLY R MYERS		OTHER LITIGATION		71991		12/28/2015		200.00
KELLY R MYERS		COURT APPOINTED	GUIDO JR. MARTIN	71714		12/28/2015		50.00
KELLY R MYERS			GUIDO JR. MARTIN	72149		12/28/2015		50.00
KELLY R MYERS			GUIDO JR. MARTIN	72143		12/28/2015		50.00
KELLY R MYERS			GUIDO JR. MARTIN	72147		12/28/2015		50.00
KELLY R MYERS		FIRE PROTECTION		12/01/15		12/28/2015		1,000.00
KERENS FIRE DEPT KERRI K ANDERSON DONICA				23773		12/28/2015		1.800.00
LESLIE KIRK CSR	2016 101-435-412		SIMPSON, JAMES 3342			12/28/2015		315.00
TESTIE NINK CON	T070 101 100 11E							

VENDOR NAME	AC	COUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
LEXIS NEXIS - IL	2016	101-475-419	DUES & SUBSCRIPT	148G5F 11/01/15 - 1	1511377745	12/17/2015	12/28/2015		557.00
LEXIS NEXIS - IL				163NBF 11/01/15 - 1			12/28/2015		150.00
LIMESTONE COUNTY JUVENI				3704	175-18		12/28/2015		20.00
LINEBARGER GOGGAN BLAIR				T1 LINE - JAN 2016		12/22/2015	12/28/2015		572.33
MARION D. ALLEN				CASTILLO, ASHLEY	36302	12/18/2015	12/28/2015		400.00
MARK'S PLUMBING PARTS				CARTRIDGE, FLO-CONT	INV001475458	12/16/2015	12/28/2015	300548	996.76
MARK'S PLUMBING PARTS			REPAIRS & MAINTE		INV001477095				35.87
MCCOY'S BUILDING SUPPLY				GATE BOLT, TURNBUCK	5902810	12/22/2015	12/28/2015		16.69
MCCOY'S BUILDING SUPPLY				CONCRETE MIX	5902878	12/22/2015	12/28/2015		11.17
MCLENNAN COUNTY				10/01/15 - 09/30/16	12/16/15	12/23/2015	12/28/2015		1,937.37
MCM ELECTRONICS			REPAIRS & MAINTE		879023	12/15/2015	12/28/2015	300554	299.00
MCM ELECTRONICS	2016	101-512-445	REPAIRS & MAINTE	PROSKIT CP-511A STR	879028	12/15/2015	12/28/2015	300554	29.80
MCM ELECTRONICS				SCREWDRIVER SET, PL		12/15/2015	12/28/2015	300554	21.74
MCM ELECTRONICS	2016	101-512-445	REPAIRS & MAINTE	ELECTRICAL SHEAR	879028	12/15/2015	12/28/2015	300554	16.62
MCM ELECTRONICS	2016	101-512-445	REPAIRS & MAINTE	CORD REEL	879028	12/15/2015	12/28/2015	300554	139.96
MCM ELECTRONICS	2016	101-512-445	REPAIRS & MAINTE	CAT6 COUPLER	879028	12/15/2015	12/28/2015	300554	55.79
MCM ELECTRONICS	2016	101-560-340	INVESTIGATIVE /	USB CHARGER	879028	12/15/2015	12/28/2015	300554	23.94
MCM ELECTRONICS	2016	101-560-446	REPAIRS & MAINT	SHIPPING	868054	12/15/2015	12/28/2015	300410	2.96
MCM ELECTRONICS	2016	101-560-446	REPAIRS & MAINT	1.5V BATTERIES	868054	12/15/2015	12/28/2015	300410	19.20
MCM ELECTRONICS	2016	101-560-446	REPAIRS & MAINT	1.5V BATTERIES	836399	12/15/2015	12/28/2015	300410	44.80
MCM ELECTRONICS	2016	101-560-446	REPAIRS & MAINT	SHIPPING	836399		12/28/2015		8.42
MCM ELECTRONICS	2016	101-560-445	REPAIRS & MAINT	SHIPPING	836407		12/28/2015		8.61
MCM ELECTRONICS				USB HUB	836407		12/28/2015		9.99
MCM ELECTRONICS	2016	101-560-445	2027/	WIDE GAP CONTACT	836407		12/28/2015		10.99
MCM ELECTRONICS				CEILING MOUNT	836407		12/28/2015		34.99
MCM ELECTRONICS			REPAIRS & MAINT	3V LITHIUM BATTERIE			12/28/2015	300410	9.95
MCM ELECTRONICS				EXTENSION CORD, CUT		12/22/2015			383.15
MEDICAL SURGICAL & COMP				3705, 3692	1716	12/18/2015			64.00 512.00
MICAH C HADEN				RICH, JOSEPH	36464	12/21/2015			600.00
MILDRED VOLUNTEER FIRE				DEC 2015	12/01/15 12/01/15	12/22/2015 12/22/2015			600.00
			FIRE PROTECTION		2015-1201	12/22/2015			15.00
NAVARRO CO TAX ASSESSOR NAVARRO COUNTY BAR ASSO					THOMPSON, LO				50.00
NAVARRO COUNTY BAR ASSO					THOMPSON, WI				50.00
NAVARRO COUNTY BAR ASSO					WOLF. ANDREW				50.00
NAVARRO COUNTY BAR ASSO	2016	101-475-419	DUES & SUBSCRIPT	2015 BAR DUES	CADWELL, AMY				50.00
NAVARRO COUNTY BAR ASSO					DIXON, WILL				50.00
NAVARRO COUNTY BAR ASSO					HUFF, SARAH				50.00
NAVARRO COUNTY HEALTH U						12/22/2015			4,000.00
NAVARRO MILLS VOLUNTEER					12/01/15	12/22/2015	12/28/2015		800.00
NAVARRO VOLUNTEER FIRE					12/01/15	12/22/2015	12/28/2015		400.00
			COURT APPOINTED		35932	12/18/2015	12/28/2015		1.072.50
NEAL GREEN	2016	101-430-485	OTHER LITIGATION	CARMEN, LUCAS	35932	12/18/2015	12/28/2015		6:00
NEAL GREEN	2016	101-430-411	COURT APPOINTED	DANIELS, CHELSEA	36415	12/18/2015	12/28/2015		680.00
NEAL GREEN	2016	101-425-411	COURT APPOINTED	SOLOMAN, JERRY	71622	12/18/2015			200.00
NEAL GREEN	2016	101-425-411	COURT APPOINTED			12/18/2015			200.00
			COURT APPOINTED			12/22/2015			200.00
			COURT APPOINTED			12/22/2015			200.00
NELSON PUTMAN PROPANE G						12/16/2015		300451	149.11
NORTH TEXAS BEHAVIORAL				COUNTY MATCH FY2016		12/23/2015			52,841.08
O'CONNOR'S LITIGATION S						12/23/2015			95.00
O'CONNOR'S LITIGATION S						12/23/2015			106.00
O'CONNOR'S LITIGATION S						12/23/2015		200241	13.00
OFFICE DEPOT INC-TXMAS				RINDEK	800935913003	12/15/2015	12/20/2015	200241	11.99 74.98
OFFICE DEPOT INC-TXMAS	2016	101-406-312	CUPY & PUSTAGE S	CUPY PAPER	810462814001	12/10/2012	1517017013	000040	74.70

# A/P CLAIMS LIST

MS LIST 2191

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP PO	NO AMOUNT
OFFICE DEPOT INC-TXMAS	2016 101-572-310	OFFICE SUPPLIES	DYMO LABELS			12/28/2015 300	
OFFICE DEPOT INC-TXMAS	2016 101-560-310	OFFICE SUPPLIES	FOLDERS, SHARPIES.			12/28/2015 300	
OFFICE DEPOT INC-TXMAS	2016 101-499-310	OFFICE SUPPLIES	CALCULATOR, LETTER			12/28/2015 300	
OFFICE DEPOT INC-TXMAS	2016 101-499-310		CALENDAR, FILE FOLD				
OFFICE DEPOT INC-TXMAS	2016 101-572-310		PRESSBOARD FILE FOL				
OFFICE DEPOT INC-TXMAS		COPY & POSTAGE S				12/28/2015 300	
OFFICE DEPOT INC-TXMAS	2016 101-406-312	COPY & POSTAGE S	CUPY PAPER			12/28/2015 300	
OFFICE DEPOT INC-TXMAS			STAPLES, WASTE BASK			12/28/2015 300	
OFFICE DEPOT INC-TXMAS		COPY & POSTAGE S				12/28/2015 300	+
OFFICE DEPOT INC-TXMAS	2016 101-406-312		LEGAL COPY PAPER PENS			12/28/2015 300	
OFFICE DEPOT INC-TXMAS			LEGAL FILE CABINETS				
OFFICE DEPOT INC-TXMAS OFFICE DEPOT INC-TXMAS	2016 101-475-310	OFFICE SUPPLIES	LEGAL FILE CABINETS	810205430001	12/18/2015	12/28/2015 300	1,959.96
OFFICE DEPOT INC-TXMAS	2010 101-4/3-310	OFFICE SUPPLIES	SHREDDER LUBRICANT	801393837001	12/22/2015	12/28/2015 300	289 7.60
OFFICE DEPOT INC-TXMAS		COPY & POSTAGE S		807871774001	12/22/2015	12/28/2015 300	1490 101.97
ORKIN PEST CONTROL			70772 - 312 W 2ND A		12/18/2015		128.75
OWEN HARDWARE INC			DRILL BITS, 21N LOC		12/16/2015	12/28/2015	44.04
OWEN HARDWARE INC			WOOD BRISTLE BRUSHE		12/16/2015	12/28/2015	35.88
OWEN HARDWARE INC			CHAIN HOOK, 21N LOC		12/22/2015	12/28/2015	54.65
OZARKA	2016 101-410-458	MAINT CONTRACT -	0122447261 11/07/15	05L012244726	12/18/2015	12/28/2015	61.98
PAUL E FULBRIGHT ATTY		COURT APPOINTED		36454	12/17/2015		475.00
PAUL E FULBRIGHT ATTY	2016 101-430-485	OTHER LITIGATION	TOLLIVER, ERIC	36454	12/17/2015	12/28/2015	1.00
PAUL E FULBRIGHT ATTY	2016 101-425-411	COURT APPOINTED	TOLLIVER, ERIC	72423	12/18/2015		100.00
PAUL E FULBRIGHT ATTY	2016 101-435-490	MENTAL / AD LITE	ITIO	23610	12/18/2015		265.50
PAUL E FULBRIGHT ATTY	2016 101-430-475	INVESTIGATORS	ISOM, RODNEY	36164	12/17/2015		975.00
PAUL E FULBRIGHT ATTY		COURT APPOINTED		35192	12/22/2015		50.00
PERSONNEL CONCEPTS			TEXAS FEDERAL LABOR			12/28/2015 300	
PERSONNEL CONCEPTS	2016 101-560-310		SHIPPING	9329583781		12/28/2015 300	
PHILIP R TAFT PSY			TINAJERO, KRISTOPHE		12/22/2015		525.00 1.050.00
PHILIP R TAFT PSY			SMITH, KENDRICK 363		12/23/2015		2,231.25
PHILIP R TAFT PSY			HORN, JEFFREY 36212 11/30/15 - 12/30/15		12/23/2015		230.00
PITNEY BOWES INC			RENEWAL 01/11/16 -	7884	12/22/2015		545.00
PROCAT  PURDON VOLUNTEER FIRE D				12/01/15	12/22/2015		600.00
PURSLEY VOLUNTEER FIRE D		FIRE PROTECTION		12/01/15	12/22/2015		600.00
RETREAT VOLUNTEER FIRE				12/01/15	12/22/2015		800.00
RHONDA KIRKWOOD			CERTIFIED CLERK WOR			12/28/2015	205.85
RHONDA KIRKWOOD			CERTIFIED CLERK WOR		12/22/2015	12/28/2015	115.00
RICE VOLUNTEER FIRE DEP					12/22/2015	12/28/2015	600.00
RICHLAND VOLUNTEER FIRE				12/01/15	12/22/2015	12/28/2015	800.00
ROBLES LAW FIRM			WATERS. SHUMIA	36409	12/17/2015	12/28/2015	400.00
ROBLES LAW FIRM			JIMENEZ-SOBREVILLA.	71476	12/17/2015	12/28/2015	100.00
ROBLES LAW FIRM	2016 101-435-411	COURT APPOINTED	JIMENEZ-SOBREVILLA.	36318	12/17/2015	12/28/2015	400.00
SAFARILAND LLC	2016 101-560-340	INVESTIGATIVE /	SHIPPING			12/28/2015 300	
SAFARILAND LLC	2016 101-560-340	INVESTIGATIVE /	EVIDENCE TAPE	1010-003052		12/28/2015 300	
SILVER CITY VOLUNTEER F				12/01/15	12/22/2015		600.00
SOUTHERN OAKS VOLUNTEER				12/01/15		12/28/2015	400.00
SPIT SHINE FLOORS			11/03/15 - 11/24/15			12/28/2015	420.00
SUPERCIRCUITS INC-TXMAS	2016 101-512-445	REPAIRS & MAINTE	ALIBI 3.0MP VARIFOC	918291/A		12/28/2015 300	
SUPERCIRCUITS INC-TXMAS						12/28/2015 300	
SUPERCIRCUITS INC-TXMAS				9182917A		12/28/2015 300	
SUSAN A WALDRIP COURT R			71386	10127		12/28/2015 12/28/2015	295.00 295.00
SUSAN A WALDRIP COURT R			35288, 35885	10119		12/28/2015	295.00
SUSAN A WALDRIP COURT R			35792	10131 10138		12/28/2015	295.00
SUSAN A WALDRIP COURT R	2010 101-435-412	TRANSCRIPTS	20321	10100	11,521,5017	22, 20, 2010	2,0.00

# ALL RECORDS FROM 12/28/2015 TO 12/28/2015 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP PO I	IO AMOUNT
TAYLOR, OLSON, ADKINS.	2016 101-402-416	PROFESSIONAL SER	3087-004M	93	12/18/2015	12/28/2015	225.00
TEXAS ASSN OF COUNTIES	2016 101-440-428	TRAVEL/CONFERENC	2016 CDCAT CONF - R	TACKETT, JOS	12/18/2015	12/28/2015	180.00
TEXAS ASSN OF COUNTIES	2016 101-440-428	TRAVEL/CONFERENC	2016 CDCAT CONF - R	GROUNDS, JIL	12/18/2015	12/28/2015	180.00
TEXAS ASSOC OF HOSTAGE	2016 101-560-428	TRAVEL/CONFERENC	TAHN RENEWAL 01/01/	TANNER, ELME	12/18/2015	12/28/2015	40.00
TEXAS COMMISSION ON LAW	2016 101-554-419	DUES & SUBSCRIPT	SEPARATION OF LICEN	12/18/15	12/23/2015	12/28/2015	35.00
TEXAS DEPT OF STATE HEA	2016 101-403-410	PROFESSIONAL SER	REMOTE BIRTH ACCESS	32181	12/15/2015	12/28/2015	98.82
TEXAS DISTRICT & COUNTY	2016 101-475-419	DUES & SUBSCRIPT	TDCAA DUES 01/01/16	DOUGLAS, CYN	12/15/2015	12/28/2015	50.00
THEDFORD OFFICE SUPPLY	2016 101-440-310	OFFICE SUPPLIES	OKI B720 TONER 15K	27627	12/16/2015	12/28/2015 3005	259.00
THEDFORD OFFICE SUPPLY			OKI B720 TONER 20K	27627		12/28/2015 3005	
THOMAS ALLEN PH D			COSTELLO, DALDRICH	1187	12/15/2015	12/28/2015	1,375.00
TIM'S TIRES & WHEELS		REPAIRS & MAINTE		058493		12/28/2015 3005	
TIM'S TIRES & WHEELS		REPAIRS & MAINT		058547	12/16/2015		8.00
TIM'S TIRES & WHEELS		REPAIRS & MAINT		058609	12/22/2015		9.00
TIM'S TIRES & WHEELS			UNIT 2264 - MOUNTED	058605	12/22/2015		20.00
TIM'S TIRES & WHEELS			UNIT 2369 - MOUNTED		12/22/2015		40.00
TIM'S TIRES & WHEELS		REPAIRS & MAINT		058630	12/22/2015	12/28/2015	8.00
TIM'S TIRES & WHEELS	2016 101-560-445	REPAIRS & MAINT	UNIT 4152 - FLAT	058668	12/22/2015		8.00
TOTAL SECURITY SOLUTION				12388		12/28/2015 3002	
TOTAL SECURITY SOLUTION	2016 101-457-420	SECURITY FUND EX	LI3 BARRIER WINDOWS	12388		12/28/2015 3002	
TOTAL SECURITY SOLUTION	2016 101-458-420	SECURITY FUND EX	LI3 BARRIER WINDOWS	12388		12/28/2015 3002	
TOTAL SECURITY SOLUTION	2016 101-459-420	SECURITY FUND EX	LI3 BARRIER WINDOWS	12388		12/28/2015 3002	
TROPHIES UNLIMITED	2016 101-560-426		NAME TAG - ESPINOZA	12486	12/16/2015		14.00
UNION HIGH VFD		FIRE PROTECTION		12/01/15	12/22/2015		400.00
VERIZON WIRELESS	2016 101-560-430	DATA MODEM SERVI	742078371-0001 11/1	9755424679	12/18/2015		370.73
VICKI GRAY	2016 101-406-422	JP TECHNOLOGY FU	SURFACE PRO 4 BUNDL	REIMB - 11/3	12/22/2015	12/28/2015	1.380.17
VICKI GRAY			SURFACE PRO 4 BUNDL		12/22/2015	12/28/2015	1.380.17
WEST PUBLISHING CORP	2016 101-459-419	DUES & SUBSCRIPT	1000459064 10/05/15	832914651	12/15/2015		64.00
WEST PUBLISHING CORP			1000240683 11/05/15		12/18/2015		171:00
WEST PUBLISHING CORP			1000239353 11/05/15		12/18/2015		435.00
WEST PUBLISHING CORP			1000688807 11/05/15		12/18/2015		57.00
WEST PUBLISHING CORP	2016 101-456-419	DUES & SUBSCRIPT	1000612695 11/05/15	833108384	12/22/2015		171.00
XEROX CORP - TXMAS	2016 101-475-440		711466359 - DEC	082545681	12/15/2015		391.67
XEROX CORP - TXMAS	2016 101-475-310	OFFICE SUPPLIES	711466359 - DEC	082545681	12/15/2015		85.95
XEROX CORP - TXMAS	2016 101-512-440	COPIER RENTAL	712036656 - DEC	082545683	12/15/2015		236,96
XEROX CORP - TXMAS	2016 101-425-440		656492824 - DEC	082358141	12/15/2015		208.68
287 R/C FIRE AND RESCUE	2016 101-406-465	FIRE PROTECTION	DEC 2015	12/01/15	12/22/2015	12/28/2015	00.008

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# ALL RECORDS FROM 12/28/2015 TO 12/28/2015 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP PO NO	AMOUNT
AT&TSERVICES INC. BECKY WARD BRENDA ROSS CORRECTIONS SOFTWARE SO CORRECTIONS SOFTWARE SO DEBORAH K REDDEN JUANITA STEPHENS NAVARRO CO TAX ASSESSOR NAVARRO COUNTY GENERAL NAVARRO COUNTY GENERAL	2016 151-571-435 2016 151-571-428 2016 151-571-315 2016 151-571-315 2016 151-571-428 2016 151-571-428 2016 151-571-428 2016 151-571-370 2016 151-571-435 2016 151-571-311	TELEPHONE TRAVEL TRAVEL COMPUTER SERVICE COMPUTER SERVICE TRAVEL TRAVEL GAS. OIL & REPAI TELEPHONE POSTAGE	9038722808 12/09/15 ANNUAL GANGS CONF - ANNUAL GANGS CONF - JAN 2016 DEC 2015 ANNUAL GANGS CONF - ANNUAL GANGS CONF - EXEMPT PLATES 9038722808 10/09/15 POSTAGE	12/09/15 JAN 2016 JAN 2016 30140 30022 JAN 2016 JAN 2016 2015-1201	12/22/2015 12/22/2015 12/22/2015 12/15/2015 12/22/2015 12/22/2015 12/22/2015 12/22/2015 12/22/2015 12/22/2015 12/15/2015	12/28/2015 12/28/2015 12/28/2015 12/28/2015 12/28/2015 12/28/2015 12/28/2015 12/28/2015 12/28/2015 12/28/2015 12/28/2015	200.08 161.00 161.00 1.990.00 1.990.00 161.00 7.50 215.69 191.69 125.00
REDWOOD BIOTECH THE SAN LUIS ON GALVEST				109188201511 WARD, BECKY	12/15/2015		327. <b>7</b> 5
111111111111111111111111111111111111111		POSTAGE DRUG TESTING SER	109188	109188201511	12/15/2015	12/28/2015	125.00
THE SAN LUIS ON GALVEST THE SAN LUIS ON GALVEST	2016 151-571-428	TRAVEL	ANNUAL GANGS CONF - ANNUAL GANGS CONF -	ROSS. BRENDA	12/23/2015	12/28/2015	327.75 327.75
THE SAN LUIS ON GALVEST	2016 151-571-428	TRAVEL	ANNUAL GANGS CONF -	REDDÉN. DEBO	12/23/2015	12/28/2015	327.75

6,674.96

A	LL RECORDS FROM 12	2/28/2015 TO 12/28/	2015 DATE-TO-E	BE-PAID ACL 8			
ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP PO NO	AMOUNT	
2016 161-576-613 2016 161-576-603	COMM BASED-MENTA COMM BASED-GENER	3656 3660. 3683	112 113 8713359 212	12/15/2015 12/15/2015	12/28/2015 12/28/2015	320.00 160.00 203.50 383.30	
	ACCOUNT #  2016 161-576-613 2016 161-576-603	ALL RECORDS FROM 1:  ACCOUNT # ACCOUNT NAME  2016 161-576-613 COMM BASED-MENTA 2016 161-576-603 COMM BASED-GENER 2016 161-576-603 COMM BASED-GENER	ALL RECORDS FROM 12/28/2015 TO 12/28/	ALL RECORDS FROM 12/28/2015 TO 12/28/2015 DATE-TO-E  ACCOUNT # ACCOUNT NAME ITEM/REASON INVOICE #  2016 161-576-613 COMM BASED-MENTA 3657. 3693 112 2016 161-576-613 COMM BASED-MENTA 3656 113 2016 161-576-603 COMM BASED-GENER 3660. 3683 8713359	ALL RECORDS FROM 12/28/2015 TO 12/28/2015 DATE-TO-BE-PAID  ACCOUNT # ACCOUNT NAME ITEM/REASON INVOICE # VP DATE  2016 161-576-613 COMM BASED-MENTA 3657. 3693 112 12/15/2015 2016 161-576-613 COMM BASED-MENTA 3656 113 12/15/2015 2016 161-576-603 COMM BASED-GENER 3660. 3683 8713359 12/15/2015	ALL RECORDS FROM 12/28/2015 TO 12/28/2015 DATE-TO-BE-PAID  ACCOUNT # ACCOUNT NAME ITEM/REASON INVOICE # VP DATE DATE TBP PO NO  2016 161-576-613 COMM BASED-MENTA 3657. 3693 112 12/15/2015 12/28/2015 2016 161-576-613 COMM BASED-MENTA 3656 113 12/15/2015 12/28/2015 2016 161-576-603 COMM BASED-GENER 3660. 3683 8713359 12/15/2015 12/28/2015	

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12/23/2015 11:25:30 FLOOD CONTROL

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ALL RECORDS FROM 12/28/2015 TO 12/28/2015 DATE-TO-BE-PAID

VENDOR NAME

ACCOUNT #

ACCOUNT NAME ITEM/REASON

INVOICE #

VP DATE DATE TBP PO NO

AMOUNT

NAVARRO COUNTY SOIL & W 2016 171-620-410 PROFESSIONAL SER DEC 2015

12/01/15 12/22/2015 12/28/2015

3,000.00

3,000.00

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# ALL RECORDS FROM 12/28/2015 TO 12/28/2015 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP PO	NO AMOUNT
ACCESS POINT, INC.	2016 211-611-435	TELEPHONE	312177 12/07/15 - 0	3997300	12/15/2015	12/28/2015	60.76
ALTUS TRAFFIC MANAGEMEN	2016 211-611-495	MISCELLANEOUS	FEMA OCT - TYPE III	SW040684	12/23/2015	12/28/2015	1,495.00
APAC TEXAS INC	2016 211-611-376	ROAD MATERIAL	FEMA OCT - NW1040	200431667	12/16/2015	12/28/2015	79.92
APAC TEXAS INC	2016 211-611-376	ROAD MATERIAL	FEMA OCT - NE1040.	200431436	12/16/2015	12/28/2015	171.68
APAC TEXAS INC	2016 211-611-376	ROAD MATERIAL	FEMA OCT - NW1060	200430961		12/28/2015	74.00
APAC TEXAS INC	2016 211-611-376	ROAD MATERIAL	FEMA OCT - NE1040	200429967	12/16/2015	12/28/2015	68.82
APAC TEXAS INC	2016 211-611-376	ROAD MATERIAL	FEMA OCT - NW2090.	200429599	12/16/2015	12/28/2015	150.96
APAC TEXAS INC	2016 211-611-376	ROAD MATERIAL	FEMA OCT - NE1030	200432379	12/22/2015	12/28/2015	87.32
APAC TEXAS INC	2016 211-611-376	ROAD MATERIAL	FEMA OCT - NE1040	200433957	12/22/2015	12/28/2015	740.74
ARNOLD CRUSHED STONE	2016 211-611-376	ROAD MATERIAL	FEMA OCT - YARD	230962	12/16/2015	12/28/2015	490.99
ARNOLD CRUSHED STONE	2016 211-611-376	ROAD MATERIAL	FEMA OCT - YARD	230931	12/16/2015	12/28/2015	118.45
ARNOLD CRUSHED STONE	2016 211-611-376	ROAD MATERIAL	FEMA OCT - YARD	230946	12/16/2015	12/28/2015	477.33
ATWOODS DISTRIBUTING LP	2016 211-611-445	REPAIRS & MAINTE	FLATBED TRAILER - B	2290/37	12/21/2015	12/28/2015	29.98
BIG H TIRE SERVICE	2016 211-611-445	REPAIRS & MAINTE	UNIT 65 - MOUNTED 3	159626	12/21/2015	12/28/2015	75.00
BIG H TIRE SERVICE	2016 211-611-445	REPAIRS & MAINTE	UNIT 309 - FLAT	159722	12/21/2015	12/28/2015	25.00
BIG H TIRE SERVICE			SERVICE CALL - FLAT	159290	12/21/2015	12/28/2015	88.50
CITY OF CORSICANA	2016 211-611-476	ECONOMIC DEVELOP	2010 TAX YEAR 03/01	2010-092015	12/15/2015	12/28/2015	2.12
CITY OF CORSICANA	2016 211-611-476	ECONOMIC DEVELOP	2011 TAX YEAR 03/01	2011-092015	12/15/2015	12/28/2015	1.34
CITY OF CORSICANA	2016 211-611-476	ECONOMIC DEVELOP	2014 TAX YEAR 03/01	2014-092015	12/15/2015	12/28/2015	1,630.71
CONSTRUCTION EDGE	2016 211-611-445	REPAIRS & MAINTE	UNIT 65 - STEER TIR	2687	12/21/2015	12/28/2015	885.00
GILFILLAN HARDWARE	2016 211-611-445	REPAIRS & MAINTE	SCREWS, BOLTS, CHAI	44818/1	12/21/2015	12/28/2015	16.88
GILFILLAN HARDWARE	2016 211-611-376	ROAD MATERIAL	FEMA OCT - NW2004 A	44261/1	12/21/2015	12/28/2015	86.97
HOLT TEXAS LIMITED	2016 211-611-445	REPAIRS & MAINTE	120M - FUEL FILTERS	PIMI0356513		12/28/2015 300	
HOLT TEXAS LIMITED	2016 211-611-445	REPAIRS & MAINTE	120M - MIRROR	PIM00283872	12/22/2015	12/28/2015 255	82.23
IVIE SPRING & TRAILER I	2016 211-611-445	REPAIRS & MAINTE	FLATBED TRAILER - H	25906	12/21/2015	12/28/2015	69.00
MARTIN MARIETTA MATERIA	2016 211-611-376	ROAD MATERIAL	FEMA OCT - NE0190 P	16700823	12/16/2015	12/28/2015	1.752.73
MARTIN MARIETTA MATERIA	2016 211-611-376	ROAD MATERIAL	FEMA OCT - NE2035	16722916	12/22/2015		797.88
MARTIN MARIETTA MATERIA	2016 211-611-376	ROAD MATERIAL	FEMA OCT - NE0190.	16751922	12/23/2015		3,234,25
MCCOY'S BUILDING SUPPLY	2016 211-611-375	CULVERTS	FEMA OCT - 60 X 30	5902696		12/28/2015 300	
PROSPERITY BANK - #1071	2016 211-611-573	CAPITAL LEASE PR	LOAN #1071550	JAN 2016	12/22/2015	12/28/2015	3,181.66
PROSPERITY BANK - #1071	2016 211-611-574	CAPITAL LEASE IN	LOAN #1071550	JAN 2016	12/22/2015		403.68
PROSPERITY BANK - #1072	2016 211-611-573	CAPITAL LEASE PR	LOAN #1072444	JAN 2016	12/22/2015	12/28/2015	2.099.71
PROSPERITY BANK - #1072	2016 211-611-574	CAPITAL LEASE IN	LOAN #1072444	JAN 2016	12/22/2015		254.61
TOMMY MONTGOMERY SAND &	2016 211-611-376	ROAD MATERIAL	NW1350, NW1340, NW1	001394	12/23/2015	12/28/2015	26,659,38
TRUCK PARTS & SERVICE I						12/28/2015 300	
WELCH STATE BANK		CAPITAL LEASE PR		JAN 2016	12/22/2015		2.120.63
WELCH STATE BANK		CAPITAL LEASE IN		JAN 2016	12/22/2015		205.15
WINTERS OIL COMPANY	2016 211-611-370	GAS & OIL	200 GAL GAS. 2000 G	537379	12/18/2015	12/28/2015 300	540 3.589.48

56,024.16

# ALL RECORDS FROM 12/28/2015 TO 12/28/2015 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP PO NO	AMOUNT
APAC TEXAS INC	2016 212-612-376	ROAD MATERIAL	FEMA OCT - SE3250	200432380	12/21/2015	12/28/2015	1.723.46
APAC TEXAS INC	2016 212-612-376		FEMA OCT - SE3110.	200433796	12/21/2015	12/28/2015	2,127.50
ATWOODS DISTRIBUTING LP			BATTERIES	2307/37	12/22/2015	12/28/2015	18.97
B & G AUTO PARTS	2016 212-612-445	REPAIRS & MAINTE		607622	12/21/2015	12/28/2015	52.75
B & G AUTO PARTS			BULBS. ANTIFREEZE.	607683	12/21/2015	12/28/2015 300640	149.60
CENTURYLINK	2016 212-612-435		314320898 12/04/15	9033962862 -	12/16/2015	12/28/2015	99.38
CITY OF CORSICANA	2016 212-612-476	FCONOMIC DEVELOP	2010 TAX YEAR 03/01		12/15/2015	12/28/2015	2.12
CITY OF CORSICANA	2016 212-612-476	FCONOMIC DEVELOP	2011 TAX YEAR 03/01	2011-092015	12/15/2015	12/28/2015	1.35
CITY OF CORSICANA	2016 212-612-476	FCONOMIC DEVELOP	2014 TAX YEAR 03/01	2014-092015	12/15/2015	12/28/2015	1,630.70
IJS COMPANY	2016 212-612-495		MOP BUCKET, MOP DEC	132496	12/21/2015	12/28/2015	62.54
MARTIN MARIETTA MATERIA			FEMA OCT - CR3100.		12/16/2015	12/28/2015	1.843.71
MCCOY'S BUILDING SUPPLY	2016 212-612-376	ROAD MATERIAL			12/22/2015	12/28/2015 300607	155.70
MITCHELL ELECTRIC	2016 212-612-445		RAN PIPE & WIRE FOR			12/28/2015	468.93
NAVARRO CO TAX ASSESSOR				2015-1201	12/22/2015	12/28/2015	28.50
PHILLIPS TIRE	2016 212-612-445	REPAIRS & MAINTE	UNIT 215 - 11R24.5	223		12/28/2015 300608	554.00
PHILLIPS TIRE			UNIT 216 - 2 BATTER		12/21/2015	12/28/2015 300598	252.00
PHILLIPS TIRE		REPAIRS & MAINTE		224	12/21/2015	12/28/2015	45.00
PHILLIPS TIRE	2016 212-612-445	REPAIRS & MAINTE	UNIT 215 - MOUNTED	222	12/21/2015	12/28/2015	60.00
RATTLER ROCK INC	2016 212-612-376		FEMA OCT - AIRPORT	111507	-	12/28/2015	628.17
RATTLER ROCK INC	2016 212-612-376		FEMA OCT - AIRPORT	111518		12/28/2015	309.40
RATTLER ROCK INC	2016 212-612-376		FEMA OCT - AIRPORT	111560	12/22/2015	12/28/2015	467 35
RATTLER ROCK INC	2016 212-612-376		FEMA OCT - AIRPORT	111576	12/22/2015	12/28/2015	160_62
RATTLER ROCK INC	2016 212-612-376		FEMA OCT - AIRPORT	111877	12/22/2015	12/28/2015	309_99
RATTLER ROCK INC	2016 212-612-376		FEMA OCT - AIRPORT	111923		12/28/2015	316.03
TRUCK PARTS & SERVICE I			UNIT 214 - BRAKE PA	20897	12/21/2015	12/28/2015 300639	885.51
WELCH STATE BANK	2016 212-612-573	CAPITAL LEASE PR	LEASE NO. 51595	JAN 2016	12/22/2015	12/28/2015	3.227.84
WELCH STATE BANK		CAPITAL LEASE IN		JAN 2016	12/22/2015	12/28/2015	161.06
MEEGH STATE DUM	2020 222 000						

15.742.18

VICTOR WALTHER

A/P CLAIMS LIST ALL RECORDS FROM 12/28/2015 TO 12/28/2015 DATE-TO-BE-PAID

12/16/2015 12/28/2015

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12

DATE TBP PO NO AMOUNT INVOICE # VP DATE ACCOUNT # ACCOUNT NAME ITEM/REASON **VENDOR NAME** 292.28 BRAZOS VALLEY EQUIPMENT 2016 213-613-445 REPAIRS & MAINTE JD TRACTOR - DRAWBA 137899 12/16/2015 12/28/2015 300528 2016 213-613-476 ECONOMIC DEVELOP 2010 TAX YEAR 03/01 2010-092015 12/15/2015 12/28/2015 2.13 CITY OF CORSICANA 2016 213-613-476 ECONOMIC DEVELOP 2011 TAX YEAR 03/01 2011-092015 12/15/2015 12/28/2015 1:35 CITY OF CORSICANA 2016 213-613-476 ECONOMIC DEVELOP 2014 TAX YEAR 03/01 2014-092015 12/15/2015 12/28/2015 1.630.70 CITY OF CORSICANA 53.48 10443720001889425 0029386162-0 12/16/2015 12/28/2015 CONSTELLATION NEWENERGY 2016 213-613-430 UTILITIES 22.40 10443720004821036 0029529731-0 12/22/2015 12/28/2015 CONSTELLATION NEWENERGY 2016 213-613-430 UTILITIES 10443720001166628 0029500777-0 12/22/2015 12/28/2015 140.27 CONSTELLATION NEWENERGY 2016 213-613-430 UTILITIES 0029510711-0 12/22/2015 12/28/2015 9.96 CONSTELLATION NEWENERGY 2016 213-613-430 UTILITIES 10443720009005422 1.31 CONSTELLATION NEWENERGY 2016 213-613-430 UTILITIES 0029561279-0 12/22/2015 12/28/2015 10443720009005422 413.82 055055 12/16/2015 12/28/2015 300500 CORSICANA NAPA AUTO PAR 2016 213-613-445 REPAIRS & MAINTE FAN CLUTCH 12/16/2015 12/28/2015 300560 245.18 CORSICANA NAPA AUTO PAR 2016 213-613-445 REPAIRS & MAINTE BATTERIES 055286 245.18 055290 12/16/2015 12/28/2015 300565 CORSICANA NAPA AUTO PAR 2016 213-613-445 REPAIRS & MAINTE BATTERIES 3.01 CORSICANA NAPA AUTO PAR 2016 213-613-445 REPAIRS & MAINTE UNIT 314 - LIGHT BU 055205 12/16/2015 12/28/2015 300550 CORSICANA NAPA AUTO PAR 2016 213-613-445 REPAIRS & MAINTE CASE BACKHOE - BATT 055205 12/16/2015 12/28/2015 300550 190.97 2,292.00 2016 213-613-445 REPAIRS & MAINTE MOTORGRADER - 6 TIR 84168 12/16/2015 12/28/2015 300501 JERRY'S TIRE HOUSE 12/18/2015 12/28/2015 300559 3,798,00 2400 GAL DIESEL 13691 JOHNSON OIL COMPANY 2016 213-613-370 GAS & OIL 179.10 KNIFE RIVER CORPORTATIO 2016 213-613-376 ROAD MATERIAL FEMA OCT - SW4010 505252 12/16/2015 12/28/2015 12/16/2015 12/28/2015 3.892.05 FEMA OCT - SE1040, 16700833 MARTIN MARIETTA MATERIA 2016 213-613-376 ROAD MATERIAL MARTIN MARIETTA MATERIA 2016 213-613-376 ROAD MATERIAL FEMA OCT - SE1080, 16700852 12/16/2015 12/28/2015 3.195.12 12/16/2015 12/28/2015 10,435.58 FEMA OCT - SE1081, 16652095 MARTIN MARIETTA MATERIA 2016 213-613-376 ROAD MATERIAL 413.71 MARTIN MARIETTA MATERIA 2016 213-613-376 ROAD MATERIAL FEMA OCT - SW0005 16751962 12/22/2015 12/28/2015 12/22/2015 12/28/2015 8.254.22 FEMA OCT - SW0005, 16751932 MARTIN MARIETTA MATERIA 2016 213-613-376 ROAD MATERIAL MARTIN MARIETTA MATERIA 2016 213-613-376 ROAD MATERIAL FEMA OCT - SW0020, 16722924 12/22/2015 12/28/2015 1,173.96 12/22/2015 12/28/2015 6.839.82 FEMA OCT - SW0010, 16722918 MARTIN MARIETTA MATERIA 2016 213-613-376 ROAD MATERIAL MCCOY'S BUILDING SUPPLY 2016 213-613-376 ROAD MATERIAL 12/16/2015 12/28/2015 300533 5.00 SHIPPING 5902703 12/16/2015 12/28/2015 300533 968.80 5902703 BLACKTOP PATCH MCCOY'S BUILDING SUPPLY 2016 213-613-376 ROAD MATERIAL 10/30/15 - 11/30/15 00300419 - D 12/16/2015 12/28/2015 35.83 NORTHEAST TEXAS WATER S 2016 213-613-430 UTILITIES 12/16/2015 12/28/2015 300529 150.00 TIM'S TIRES & WHEELS 2016 213-613-445 REPAIRS & MAINTE UNIT 305 - MOUNTED 058499

2016 213-613-495 MISCELLANEOUS MEAL FOR TRUSTEES 12/07/15

44,929.63

44:40

RATTLER ROCK INC

RATTLER ROCK INC

RATTLER ROCK INC

TIM'S TIRES & WHEELS

WINTERS OIL COMPANY

2016 214-614-376 ROAD MATERIAL

2016 214-614-376 ROAD MATERIAL

2016 214-614-376 ROAD MATERIAL

2016 214-614-370 GAS & OIL

TOMMY MONTGOMERY SAND & 2016 214-614-376 ROAD MATERIAL

2016 214-614-445 REPAIRS & MAINTE LT235-85R16 TIRES 058673

ALL RECORDS FROM 12/28/2015 TO 12/28/2015 DATE-TO-BE-PAID

ALL RECORDS FROM 12/28/2015 TO 12/28/2015 DATE-TO-BE-PAID V										
VENDOR NAME	ACCO	OUNT #	ACCOUNT NAME	ITEM/REA	NO2	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
APAC TEXAS INC	2016 2	214-614-376	ROAD MATERIAL	FEMA OCT	- SW1006	200433958	12/22/2015	12/28/2015		902.06
APAC TEXAS INC	2016 2	214-614-376	ROAD MATERIAL	FEMA OCT	- SW1005,	200434249	12/22/2015	12/28/2015		881.34
ARNOLD CRUSHED STONE	2016 2	214-614-376	ROAD MATERIAL	FEMA OCT	- BGSP	230983	12/22/2015	12/28/2015		163.94
AT&TSERVICES INC.	2016 2	214-614-435	TELEPHONE	9036952513	3 - DEC	12/01/15	12/16/2015	12/28/2015		42.82
ATMOS ENERGY	2016 2	14-614-430	UTILITIES	118882774	11/14/15	3036350009 -	12/16/2015	12/28/2015		70.83
ATWOODS DISTRIBUTING LP	2016 2	14-614-445	REPAIRS & MAINTE	SCRAPERS		2303/37	12/16/2015	12/28/2015		13.96
CITY OF CORSICANA	2016 2	14-614-476	ECONOMIC DEVELOP	2010 TAX 1	/EAR 03/01	2010-092015	12/15/2015	12/28/2015		2.12
CITY OF CORSICANA	2016 2	14-614-476	ECONOMIC DEVELOP	2011 TAX	/EAR 03/01	2011-092015	12/15/2015	12/28/2015		1.35
CITY OF CORSICANA	2016 2	14-614-476	ECONOMIC DEVELOP	2014 TAX Y	/EAR 03/01	2014-092015	12/15/2015	12/28/2015		1,630.70
CONSTELLATION NEWENERGY	2016 2	14-614-430	UTILITIES	1044372000	5082738	0029551486-0	12/22/2015	12/28/2015		11.85
CONSTELLATION NEWENERGY	2016 2	14-614-430	UTILITIES	1044372000	2001087	0029529631-0	12/22/2015	12/28/2015		29.36
CORSICANA NAPA AUTO PAR								12/28/2015		73.55
GILFILLAN HARDWARE	2016 2	14-614-445	REPAIRS & MAINTE	FEMA OCT -	SW2090 S					36.50
GILFILLAN HARDWARE	2016 2	14-614-445	REPAIRS & MAINTE	FEMA OCT -	SW2090 S	45379/1	12/22/2015	12/28/2015		55.30
GILFILLAN HARDWARE	2016 2	14-614-445	REPAIRS & MAINTE	FEMA OCT -	SW2090 5	45388/1	12/22/2015	12/28/2015		7.49
HADEN'S AUTOMOTIVE	2016 2	14-614-445	REPAIRS & MAINTE	JD MOTORGE	ADER - RE	4110	12/21/2015	12/28/2015	300626	246.46
HADEN'S AUTOMOTIVE	2016 2	14-614-445	REPAIRS & MAINTE	UNIT 42 -	REPLACED	4115	12/21/2015	12/28/2015	300624	3,161.67
HADEN'S AUTOMOTIVE	2016 2	14-614-445	REPAIRS & MAINTE	1997 FLATE	ED - REPL	4116	12/21/2015	12/28/2015	300625	126.04
K & S TIRE. TOWING & RE	2016 2	14-614-445	REPAIRS & MAINTE	1999 DODGE	- REPAIR	60473	12/16/2015	12/28/2015		10.00
K & S TIRE, TOWING & RE	2016 23	14-614-445	REPAIRS & MAINTE	1998 GMC -	MOUNTED	60484	12/16/2015	12/28/2015		507.62
KNIFE RIVER CORPORTATIO	2016 23	14-614-376	ROAD MATERIAL	FEMA OCT -	SW1140	506535	12/22/2015	12/28/2015		1.092.17
NAVARRO CO TAX ASSESSOR	2016 21	14-614-445	REPAIRS & MAINTE	EXEMPT PLA	TES	2015-1201	12/22/2015	12/28/2015		59.00
NEYLAND BRIDGE CONSTRUC	2016 21	14-614-447	CONTRACTOR BRIDG	FEMA OCT -	SW1100 R	2725	12/21/2015	12/28/2015	300493	
PROSPERITY BANK-#107123	2016 21	14-614-573	CAPITAL LEASE PR	LOAN #1071	239			12/28/2015		3.731.50
PROSPERITY BANK-#107123	2016 21	14-614-574	CAPITAL LEASE IN	LOAN #1071				12/28/2015		329.47
RATTLER ROCK INC	2016 21	14-614-376	ROAD MATERIAL	FEMA OCT -				12/28/2015		1.871.45
RATTLER ROCK INC	2016 21	14-614-376	ROAD MATERIAL	FEMA OCT -				12/28/2015		117.05
				FEMA OCT -				12/28/2015		1,669.95
			ROAD MATERIAL					12/28/2015		1.850.30
				FEMA OCT -			12/16/2015			2,020.08
D. TT. CD. DOOM THE	0016 01	14 614 076	DOAD MATERIAL	EENA OCT	CL1111CO	111070	10/10/0015	10/00/0015		DAE EA

FEMA OCT - SW1160. 111878

FEMA OCT - SW3060, 111916

FEMA OCT - BGSP 111937

FEMA OCT - BGSP, CR 001393

400 GAL GAS, 1000 G 537647

61,352.80

845.54

1,901.87

-2.089.89

11.721.89

2.066.68

286.00

12/16/2015 12/28/2015

12/16/2015 12/28/2015

12/16/2015 12/28/2015

12/22/2015 12/28/2015

12/22/2015 12/28/2015

12/16/2015 12/28/2015 300597

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ALL RECORDS FROM 12/28/2015 TO 12/28/2015 DATE-TO-BE-PAID

VENDOR NAME

ACCOUNT # ACCOUNT NAME

ITEM/REASON

INVOICE # VP DATE DATE TBP PO NO

AMOUNT

FEDEX -TXMAS

2015 316-516-411 SERVICES 2934-0047-4 5-250-68264 12/15/2015 12/28/2015

14.33

14.33

# A/P CLAIMS LIST

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# ALL RECORDS FROM 12/28/2015 TO 12/28/2015 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP PO NO	AMOUNT
CITY OF ARLINGTON POLIC	2015 317-523-120	OVERTIME	BALI, MICHAEL 10 OT	OCT 2015	12/16/2015	12/28/2015	517.66
CITY OF DALLAS POLICE D			FANGMAN, HOWARD, TO	OCT 2015	12/16/2015	12/28/2015	2.846.63
CITY OF DALLAS POLICE D			FORD, GARCIA, GIPSO	OCT 2015	12/16/2015	12/28/2015	3.148.67
CITY OF WAXAHACHIE	2015 317-526-120	OVERTIME	CLARK, RICHARD 77 0	JUN - SEP	12/16/2015	12/28/2015	5,959.55
FEDEX -TXMAS	2015 317-516-411	SERVICES	2934-0047-4	5-251-50244	12/15/2015	12/28/2015	9.23
FEDEX -TXMAS	2015 317-516-411	SERVICES	2934-0047-4	5-258-55394	12/22/2015		34.27
FORT WORTH POLICE DEPT	2015 317-523-120	OVERTIME	WHITE, W 8 OT	SEP - OCT	12/17/2015		387.30
FORT WORTH POLICE DEPT	2015 317-525-120	OVERTIME	JONES, SMITH, SOSA	SEP - OCT	12/17/2015	12/28/2015	4,945.00
KAUFMAN COUNTY SO	2015 317-526-120	OVERTIME	DYSON, BARRY B 121	APR - JUN	12/16/2015		3,608.99
KAUFMAN COUNTY SO	2015 317-526-120	OVERTIME	DYSON, BARRY B 133	JUL - SEP	12/16/2015	12/28/2015	4,002.71
LAURNA JO TUCK	2015 317-516-418	FACILITIES	FACILITY MAINTENANC		12/16/2015		2,575.00
OFFICE DEPOT INC-TXMAS	2015 317-526-585	EQUIPMENT	HP COLOR LASER PRIN				597 . 55 -
OFFICE DEPOT INC-TXMAS	2015 317-526-310	SUPPLIES	USB DRIVE CASE	= -		12/28/2015 300422	6.15
OFFICE DEPOT INC-TXMAS	2015 317-526-310	SUPPLIES	SHEET PROTECTORS			12/28/2015 300469	47.40
OFFICE DEPOT INC-TXMAS	2015 317-526-310	SUPPLIES	VERBATIM			12/28/2015 300469	100.86
OFFICE DEPOT INC-TXMAS	2015 317-533-585	EQUIPMENT	HP LASERJET PRINTER				424,64
OFFICE DEPOT INC-TXMAS	2015 317-533-310	SUPPLIES	TONERS	000.0.00		12/28/2015 300452	477.08
OFFICE DEPOT INC-TXMAS	2015 317-525-585	EQUIPMENT	SCANSNAP SCANNER			12/28/2015 300489	751.35
PS BUSINESS PARKS	2015 317-516-418		MONTHLY RENT	T0015920 - J			43.016.38
TEXAS DEPT OF PUBLIC SA			12 21112 00.01100	201684009	12/16/2015		341.28
TEXAS DEPT OF PUBLIC SA			T1 LINE 10/01/15 -		12/16/2015		341.28
VERIZON SOUTHWEST	2015 317-517-411		9729295071 12/01/15				75.15
WEST GOVERNMENT SERVICE	2015 317-517-411	SERVICES	1003940122 11/01/15		12/16/2015		1,198.15
XEROX CORP - TXMAS	2015 317-516-411	SERVICES	717889695 - DEC	082483464	12/16/2015		191.75
XEROX CORP - TXMAS	2015 317-516-411	SERVICES	717889695 - DEC	082483463	12/16/2015	12/28/2015	291.89

74,700.82

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# A/P CLAIMS LIST

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# ALL RECORDS FROM 12/28/2015 TO 12/28/2015 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP PO NO	AMOUNT
JASON ALLEN KENDRICK KEVIN KELLEY LANCE SUMPTER RUTH L. ASTON	2015 318-517-412 2015 318-516-412 2015 318-515-412 2015 318-517-412	SERVICES SERVICES	12/01/15 - 12/15/15 12/01/15 - 12/15/15 12/01/15 - 12/15/15 12/01/15 - 12/15/15	2015-23 2015-23	12/15/2015	12/28/2015	2,396.25 3,725.82 7,694.69 2,251.05

16.067.81

12/23/2015 11:25:30 CAPITAL PROJECTS

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ALL RECORDS FROM 12/28/2015 TO 12/28/2015 DATE-TO-BE-PAID

ACCOUNT # ACCOUNT NAME ITEM/REASON INVOICE # VP DATE DATE TBP PO NO VENDOR NAME AMOUNT CODY MULDNER 2016 701-410-410 PROFESSIONAL SER 12/01/15 - 12/15/15 23 12/17/2015 12/28/2015 4,166.67 800 NORTH MAIN LTD 2016 701-410-447 TEMPORARY SPACE JAN RENT 1519 12/15/2015 12/28/2015 33,516.10

37,682.77

12/23/2015 11:25:30	SHERIFF SEIZURE	Ē	A/P CLAIMS LIST		200	VCH101 P	AGE 18
	A	ALL RECORDS FROM	12/28/2015 TO 12/28/2	015 DATE-TO-	BE-PAID	1	
VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP PO NO	AMOUNT
AT&TSERVICES INC.	2016 960-560-451	MAINT CONTRACT	- 287256004381 11/03/	12/10/15	12/17/2015	12/28/2015	48.64
AT&TSERVICES INC.	2016 960-560-451	MAINT CONTRACT	287256004913 11/03/	12/10/15	12/17/2015	12/28/2015	48.64
ATATSERVICES INC.			- 287256004331 11/03/		12/17/2015	12/28/2015	48.64
AT&TSERVICES INC.	2016 960-560-451	MAINT CONTRACT	- 287256005129 11/03/	12/10/15	12/17/2015	12/28/2015	48.64
AT&TSERVICES INC.			- 287256003480 11/03/		12/17/2015	12/28/2015	48.64
AT&TSERVICES INC.	2016 960-560-451	MAINT CONTRACT	- 287256005080 11/03/	12/10/15	12/17/2015	12/28/2015	48.64
AT&TSERVICES INC.	2016 960-560-451	MAINT CONTRACT	- 287256004191 11/03/	12/10/15	12/18/2015	12/28/2015	70.06
AT&TSERVICES INC.	2016 960-560-451	MAINT CONTRACT	- 287256004191 11/24/	12/10/15	12/18/2015	12/28/2015	128.46

490.36

TOTAL PAYABLES

539,108.53

# 1

# AFFIDAVIT SUBMITTED BY Ryan Douglas NAVARRO COUNTY TREASURER

STATE OF TEXAS

COUNTY OF NAVARRO

**Before me**, the undersigned authority, on this day personally appeared the following named persons, and after being duly sworn, deposes and says: Honorable H. M. Davenport, Jr., County Judge, Honorable Jason Grant, Commissioner Pct. 1, Honorable Richard Martin, Commissioner Pct. 2, Honorable David Warren, Commissioner Pct. 3, and Honorable James Olsen, Commissioner Pct. 4.

I, Ryan Douglas, the Navarro County Treasurer, on this 28th day of December, 2015 present to the Navarro County Commissioners Court the Monthly Financial Report for the month ending on October 31, 2015 for the court to review and approve. This report is in compliance with section 114.026 of the Local Government Code, so therefore we hereby execute this affidavit for publication.

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

Signed and executed this 28th day of December, 2015.

H. M. Davenport Jr. - County Judge

Richard Martin - Commissioner Pct 2

James Olsen - Commissioner Pct 4

MINIMINION OF THE PARTY OF THE

Jason Grant - Commissioner Pct 1

David Warren – Commissioner Pct 3

SWORN AND SUBSCRIBED TO BEFORE ME, this 28th day of December, 2015 by H. M. Davenport, Jr., 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

# NAVARRO COUNTY, TEXAS REPORT OF CASH AND INVESTMENTS FOR THE MONTH OF OCTOBER, 2015

FUND	BEGINNING BALANCE	RECEIPTS	BANK	DISBURSEMENTS	ENDING BALANCE	TEXIPOOL BEGINNING SAL	TEX POOL DEP/WD	TEX POOL	TEX POOL ENDING BAL	TOTAL
GENERAL	7,411,272.46	826,640 86	3,085.18	1,891,770 09	6.349,229.41	825,154.79		115.50	825,270.29	7,174,498.70
COMMUNITY SUPERVISION	344,153.39	56,756.92	141.18	103,979.17	297,072.32	91,326,48		12.80	91,339,28	388,411.60
JUVENILE PROBATION	11,595.11	61,074.00	17.93	24,574.58	48,112.46	35,865.61		5.01	35,870.621	83,983.08
FLOOD CONTROL	942,684.66	616.04	399.74	10,060 00	933,700.44	2,119.62		031	2,119.93	935,820.37
ROAD & BRIDGE - PCT 1	1,542.47	149,430.02	22.95	142,990 86	8,004.58	55,568.08	(25,000.00)	4 67	30,572:75	38,577.33
ROAD & BRIDGE - PCT 2	225,306 71	37,945.95	92 65	60,398 82	202,946 49	75,803,73		11.57	75,815.301	278,761.79
ROAD & BRIDGE - PCT 3	153,307.19	53,639.05	53.37	123,200 57	83,799 <b>0</b> 4	64,846.48		9 69	64,856.37	148,655.41
ROAD & BRIDGE - PCT 4	405,621,17	37,945.96	162.51	113,340.85	330,388 79	75,078.66		11.44	75,090:10	405,478.89
HLD T.A.	15,750.36	256,466.67	6.69	256,466 67	15,757.05					15,757 05
H.I.D.T.A. SEIZURE	1,995.48	107 50	0.85		2,103.83	1,666.57		0.31	1,666.88	3,770,71
DEBT SERVICE	11,832.01	1,405,44	5 27		13.242.72	2,14179		0.31	2/142 10	15 384 82
CAPITAL PROJECTS	6,108.58	-	2.59		6,111 17	10,146.32		1 48	10,147,80	16,258 97
SHERIFF SEIZURE	139,589.62	5,400 00	59 36	914 06	144,134 92	148,317,32		20.76	148;338.08	292,473.00
DISTRICT ATTY FORF	64,627.38		27.65		64,655 03	110,311.99	1236	15 44	110,327.43	174 982 46
HEALTH INSURANCE	273,988.19	271,803 81	90.20	258,248.82	287,633.38	11,746.72	8	1.58	11,748:30	299,381.68
ECONOMIC DEVELOPMENT		-				2,111,43		0.31	2,111.74	2,111 74
TRUST	1,553,955.73	52,922.18	681 12	94,508 18	1,513.050 85	257,489.88		36.07	257,525.95	1,770,576.80
LAKE TRUST	234 38		0.10	5	234.48	93,506,44		13.10	93,519.54	93 754 02
REVOLVING & CLEARING	1,059,816.44	96.929 88	457.66	44,028.14	1,113,175 8-	750.02			750,02	1,113,925 86
PAYROLL FUND	12,338 11	1,020,767,36	15.53	1,020 767.38	12,353 62	2				12,353.62
DISBURSEMENT FUND	58,325 20	3,051,609.67	200 70	3.051,729.21	58,407 36	6.				58 407 36
2014 GO BONDS	1,054,845.30	ς.	346.55	438.847.44	616.344.4	1	-			616,344.41
TOTAL	13,748,589 94	5,981.461.31	5,869.76	7,635,763.84	12,100,457.1	9 1,863,951.93	(25,000.00	) 260.55	1[839,212,48	13 939,669 67

INTEREST EARNED:

CURRENT MONTH YTD 6,130.33 6,130.33

Ayan Souglas / Treasurer

Jame McCollum / Chief Deputy Treasurer

12/7/15 Date 12-7:15 Date

# NAVARRO COUNTY TRUANCY POLICY

# **Effective September 1, 2015**

Justice Courts of Navarro County will accept referrals from all schools in Navarro County.

All will be conducted under Education Code Chapter 25 and Family Code Chapter 65.

To initiate referring a student to Truancy Court all schools must file a referral.

Referral case is transferred to the District Attorney's Office.

- If the case is accepted, District Attorney must file a petition.
- If the case is not accepted, the District Attorney will notify the court and the school. The court will send an order to destroy all records (FC65.203) as well as destroying any records the court has.

Once the case is docketed the court will check:

- the date to make sure the case was filed within 5 days
- the elements for truant behavior are properly alleged
- the truancy prevention measures and/or special education certification is not missing
- there is no substantial defect

If any of the above are found the court will dismiss the case as being defective.

An adjudication hearing will be set no sooner than 11 days from the date the case if filed with the court. There will be one truancy docket per month. The District Attorney's Office will be notified by e-mail of the date of this hearing.

Summons is then issued and served in one of the following manners as instructed by the Judge:

mail

- by constable
- · served by other designated by the court

# At the hearing:

- rights will be explained to the group in English and Spanish, if
   needed, and the student will then be given a rights & answer sheet
- the answer sheet will be collected as each case is heard, unless it was received earlier
  - if their answer is not true, the case will be set for a jury trial unless the jury is waived in writing, and they will be notified of the court date at a later date
  - o <u>if their answer if true</u>, the court will proceed with a finding of truant behavior and issue them a remedial order setting forth what the court orders

If there is a finding of truant behavior, a finding of truant conduct and remedial order will be given and saved in our system.

If the court or jury finds that the child has not engages in truant behavior, the case will be dismissed and a finding entered that the defendant was NOT TRUANT will be issued

The case will be monitored at regular intervals to make sure the student is complying with the orders. If compliance is not being made there will be a hearing set to show cause why orders have not been complied with. Parents will be required to appear with the student. Noncompliance may result in a finding of contempt. On the third finding of contempt a child may be referred to Juvenile Probation.

At the end of the school year, or 180 days (whichever is later) the case will be called for final docket and if the child has complied the case will show a judgment satisfied.



# Request for Expenditure of Contingency Allowance Funds

OWNER: Navarro County 300 West 3 <sup>rd</sup> Ave Corsicana, TX 75110	ARCHITECT: 1113 Architects, Inc. 1506 South Elm Street Georgetown, TX 78626	
Project: Navarro County Courthouse	Proposal Number: Date of Issuance: Date of Contract:	052-R4 10-1-15 12-23-13
Phoenix I hereby requests authorization to expend fur scope changes:	nds from <u>contingency</u> allowan	ce for the following
DESCRIPTION:		
Repair existing plaster at Basement per revised Basement information.	scope. See attached spreadsheet	and drawing for more
Scratch/Brown Coat – 902 sf @ \$6.00/sf: Skim Coat – 5,631 sf @ \$8.00/sf: Patching – 2,247 sf @ \$14.00/sf:	\$ 5,412.00 \$ 45,048.00 \$ 31,458.00	
Total Proposal Amount:	\$ 81,918.00	
Architect to sign and date blanks below to recommend approva  1113 Architects:	l:	
Name Signature	Date	

Phoenix I Restoration and Construction, Ltd.

Owner to sign and date blanks below to authorize this contingency fund request:

Navarro County:

H.M. Davenport, Jr.

Signature

12-28-15

# Navarro County Courthouse Plaster Repairs

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		TOON			FAST		-	SOUTH			WEST		CEILINGS	165	
ROOM	Patch	THE RESERVE OF THE PERSON NAMED IN	SIGNAL	РАТСН	S	SUBVE	РАТСН	Scratch Brown	SKIRVI	РАТСН	Scratch Brown	9.0%	PATCH	Merc	COMMENTS
B01- Vestibule	2		138	æ		99	62		83	8		99			
802- Vault															
B03- Work Area		109			28			142			111		94	87	Beams in Ceiling
B04- Office															
B04A- Office															
805- Storage															
B06- Auditor															Included with B03
B07- HVAC		4			28			38			32				
B08- Vault	16		22	4		42	т		8	9		20	2		
B09- Office															
B09A- Elections/															
Staging															
810- Security	{		į										đ	60	South Included in Stair West/
ATT STATE	69		22							1			٠	60	Beams in Celling
B11- HVAC															Included in 809A
B12-Corridor	43		9	44		135	34		141	98		191			
B13- Stair West							30		92						All other walls included in B-10
B14- Lobby	54		125	34		144	71		120	49		139	11	111	Beams in Ceiling
B15- Corridor	53		120				31		156						
B16- Conference	125		181	70		222									
B17-Vending				98		428	123		98	145		342	173		Beams
818- Women's															Included B17
B19-Men's															Included B17
B20- Electoral															Included B17
B21- Not Used															Not Used
B22- Mechanical															Included B16
B23- HVAC															Included B16
824- Corridor															Included B16
B25- County															
Commissioner															included bito

# Navarro County Courthouse Plaster Repairs

		NORTH			EAST			SOUTH			WEST		CEILINGS	SSN	
ROOM	Patch	-	SIGIN	PATCH	<u>S</u> –	980.4	PATCH	Scratch Brown	SHOW	РАТСН	Scratch Brown	NAIBNI.	РАТСН	SKUM	COMMENTS
B26- County															
Commissioner										1					included B16
B27- County												_			
Commissioner															Included 816
B28- County										·					
Commissioner															Included B16
B29-															
Commissioner's															
Admin															Included B16
B30-Hall															included B16
B31- Veteran's															Included B16
Office															
B32- Not Used															Not Used
B33- Corridor	23		16	35		190	19		27	28		127	24	0	
B34- Stair East	7		134	19		124	18		135	14		83	13	89	
B35- HVAC															Not Built
B36- Election										,			1	,	East Wall Not Built
Staging	53		161				55		149	16		118	36	33	
B36A- Office										$\dagger$					Not Built
B37- Vault															
B38- Coffee										1					
B39-Vault									1	+					
840- County Clerk	27		270	57		109	117		120	īΩ		51	55	51	
B41- HVAC															Not Built
842- County Clerk						•									
Vault		110			120			67			113		72	99	
	4772	223	ESSET .	357	176	0.450	563	247	100%	357	256	Walling.	498	520	
				-				100							

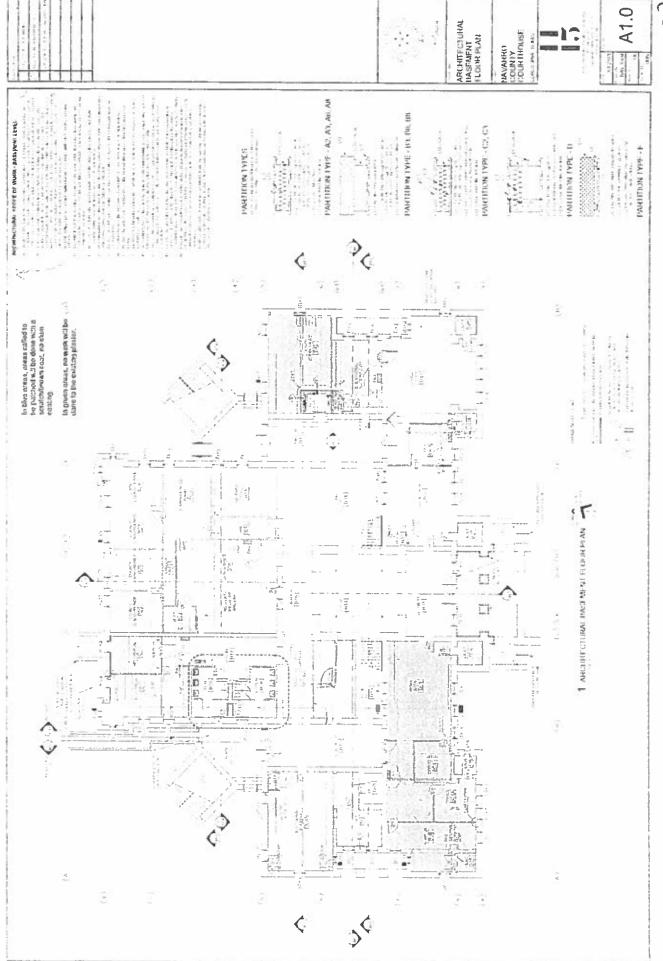
902

Scratch and Brown

Basement Skim:

2247

**Basement Patch:** 



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, p

7714

# WATERWORKS

Thank You

P.O. Box 632 Corsicana, TX 75151-0632

# **Proposal**

Date	Proposal #
12/21/2015	1850

Name / Address

Navarro County Courthouse
300 W. 3rd. Ave
Suite #10
Corsicana, TX. 75110

Rep	Project	Sales Region	Sales Region 2
#7150		Corsicana	

Trenching and covering 700' for installation of conduit and high voltage electric	
	0.00
supply.	
Trenching	875.00
Installation of 700' of electric conduit (furnished by property owner).	0.00
Installation of electric conduit (furnished by property owner)	175.00
Boring and installing conduit under 3 sidewalks.	0.00
Boring	225.00
Repair of irrigation system damaged during trenching (ESTIMATE ONLY).	0.00
ESTIMATE ONLY for repair to existing irrigation system damaged during	275.0
trenching.	
	Installation of 700' of electric conduit (furnished by property owner). Installation of electric conduit (furnished by property owner)  Boring and installing conduit under 3 sidewalks. Boring  Repair of irrigation system damaged during trenching (ESTIMATE ONLY).

Irrigation in TX. is Regulated by the TX. Advisory Council of Irrigators. TNRCC PO Box 13087-MC178, Austin, TX. 78711-3087 (512) 239-6719

Subtotal \$1,550.00

Sales Tax (8.25%)

\$0.00

**Total** 

\$1,550.00

Signature

12-28-15

# RESOLUTION NO. 2015-19

A RESOLUTION OF THE COUNTY OF NAVARRO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE COUNTY OF NAVARRO, TEXAS AND JTL REAL ESTATE VENTURES, LLC, A PROPERTY TAX ABATEMENT IN THE CORSICANA DOWNTOWN REVITALIZATION DISTRICT, AND AUTHORIZING ITS EXECUTION BY THE COUNTY JUDGE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Commissioners Court has been presented a proposed tax abatement agreement between the County of Navarro, Texas and JTL REAL ESTATE VENTURES, LLC, providing for a property tax abatement for certain improvements, a copy of which is attached hereto and incorporated herein by reference (hereinafter called "AGREEMENT"); and

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

# NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF NAVARRO, TEXAS:

- Section 1. The terms and conditions of the proposed AGREEMENT, having been reviewed by the Commissioners Court of the County of Navarro and found to be acceptable and in the best interests of the County of Navarro and its citizens, are hereby in all things approved.
- Section 2. The County Judge is hereby authorized to execute the AGREEMENT and all other documents in connection therewith on behalf of the County of Navarro, substantially according to the terms and conditions set forth in the AGREEMENT.
- **Section 3.** That this approval and execution of the AGREEMENT on behalf of the County is not conditional upon approval and execution of any other tax abatement agreement by any other taxing entity.

H. M. Davenport, Jr. County Judge

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

PASSED and APPROVED on this the 28th day of December, 2015.

ATTEST:

Sherry Dowd, County Clerk

STATE OF TEXAS

§

COUNTY OF NAVARRO

§

# TAX ABATEMENT AGREEMENT

This Tax Abatement Agreement (the "Agreement") is entered into by and between THE COUNTY OF NAVARRO, TEXAS, acting herein by and through its County Judge and hereinafter referred to as COUNTY, and JTL REAL ESTATE VENTURES, LLC, hereinafter referred to as OWNER.

# WITNESSETH:

WHEREAS, on the 24th day of February, 2014, the City Council of the City of Corsicana passed an Ordinance creating and designating the Corsicana Downtown Revitalization District (the "Reinvestment Zone") for commercial tax abatement, as authorized by Chapter 312, Texas Tax Code; and

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

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

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

WHEREAS, COUNTY has sent written notice that COUNTY intends to enter into this AGREEMENT, including a copy of this AGREEMENT, to the presiding officer of the governing body of each other taxing unit in which property to be subject to this AGREEMENT is located, as required by Section 312.2041 of the Texas Tax Code; and

WHEREAS, in order to maintain and/or enhance the commercial economic and employment base of the Corsicana area to the long term interest and benefit of the COUNTY, the COUNTY has determined that the contemplated use of the PROPERTY, as hereinafter defined, the contemplated improvements to the PROPERTY in the amount as set forth in this AGREEMENT, and the other terms hereof are consistent with encouraging development of said Reinvestment Zone in accordance with the purposes for its creation and are in compliance with CITY'S Historic Downtown Tax Abatement Program;

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

# I. DEFINITIONS

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

- 1.1 "Estimated Tax Value" means the estimated depreciated Tax Net Book Values applicable to the real property improvements and the Tangible Personal Property improvements comprising the Investment described in Paragraph 2.2 below. For reference purposes, the Estimated Tax Values scheduled on are determined using the Navarro Central Appraisal District's appraisal guidelines in effect as of the date of this Agreement.
- 1.2 "Event of Bankruptcy or Insolvency" means the dissolution or termination of a party's existence as a going business, insolvency, appointment of receiver for any part of a party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.
- 1.3 "Force Majeure" means any contingency or cause beyond the reasonable control of OWNER including, without limitation, acts of God or the public enemy, war, riot; civil commotion, insurrection, adverse weather, governmental or de facto governmental action (unless caused by acts or omissions of OWNER), fires; explosions or floods, and strikes.
- 1.4 "In Service Project Cost" means the initial project cost of the Improvements identified and defined below, as of the date such Improvements are first placed into service by OWNER
- 1.5 "<u>Tangible Personal Property</u>" means tangible personal property classified as such under state law and hereafter located on the Property, but expressly excludes inventory and supplies, and any tangible personal property that was located in the Reinvestment Zone at any time before the date of this Agreement.
- 1.6 "<u>Taxable Value</u>" means the appraised value as certified by the Navarro County Appraisal District as of January 1 of a given year.

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

# II. OWNER'S OBLIGATIONS

2.1 The specific property to be the subject of this Agreement shall be the Real Property, including land and improvements, located 120 West 6<sup>th</sup> Avenue in Corsicana, described as Block 249, Lot S & T and being 0.24 acres, and by map attached hereto as EXHIBIT A and made a part hereof, and shall be herein referred to as the PROPERTY.

- 2.2 For the purposes of fulfilling this Agreement, the OWNER shall make improvements to the real property as described in Exhibit "C" attached hereto and incorporated herein by reference (collectively the "Improvements"), having a total In Service Project Cost of at least \$47,440.00. On or before December 31, 2015, OWNER shall substantially complete all Improvements. Notwithstanding the foregoing deadlines, OWNER shall have such additional time to satisfy the obligations contained in this Paragraph 2.2 as may reasonably be required in the event of Force Majeure if OWNER is diligently and faithfully pursuing satisfaction of the applicable obligation. The date of substantial completion of the Improvements shall be defined as the date a Certificate of Occupancy is issued by the CITY.
- 2.3 As good and valuable consideration for this Agreement, OWNER agrees and covenants that it will diligently and faithfully pursue the completion of the Improvements in a good and workmanlike manner. OWNER further covenants and agrees that all construction of the Improvements and use of the Property will be in accordance with all applicable State and local laws, codes, and regulations (or valid waiver thereof).
- OWNER further agrees that the COUNTY, its agents and employees shall have reasonable right of access to the Property, upon not less than ten (10) days prior written notice, to inspect the Improvements in order to ensure that the construction of the Improvements is in accordance with this Agreement and all applicable State and local laws and regulations (or valid waiver thereof). After completion of the Improvements, the COUNTY shall have the continuing right to inspect the Property, upon not less than ten (10) days prior written notice, to ensure that it is thereafter maintained in accordance with this Agreement throughout the Term of this Agreement. In addition, the OWNER agrees that appraisal district representatives shall have reasonable right of access to the Property, upon not less than ten (10) days prior written notice, for the purpose of ad valorem property tax appraisal for all real property and improvements to real property.

# III. ABATEMENT OF TAXES

- 3.1 Subject to the terms and conditions of this Agreement, and subject to the rights of holders of any outstanding bonds of the COUNTY, a portion of ad valorem real property taxes from the Property that are otherwise owed to the COUNTY, shall be frozen at the appraised value of the Property on December 31, 2015. Said ad valorem real property tax abatement/freeze shall be for a five (5) year term, beginning in tax year 2016, and shall apply to the taxes assessed upon the increased value of the eligible Property, after installation of the real property improvements contemplated by Paragraph 2.2, over the value of the Property in the year in which this Agreement is executed; all subject to and in accordance with the terms of this Agreement, the Tax Abatement Policy, Chapter 312, Texas Tax Code, and all applicable state and local regulations (or valid waiver thereat).
- 3.2 It is understood and agreed among the parties that the Property shall be appraised at market value for the purposes of the applicable real property tax assessments effective as of December 31, 2015, and continued at market value until the expiration of the Term of this Agreement.
- 3.3 It is understood and agreed among the parties that, at the end of the Abatement term, the real property must remain on the tax rolls at the full appraised value for a minimum of ten (10) years before the property is eligible for tax abatement again.

# IV. TERM OF THE AGREEMENT

- 4.1 The term of this Agreement (the "Term") shall begin on the date of this Agreement and end upon completion of the final abatement year.
- 4.2 Prior to December 1st of each year during the Term of this Agreement, OWNER shall certify to the governing body of the COUNTY, on behalf of each taxing unit, that OWNER is in compliance with all of the terms and conditions of this Agreement.

# V. DEFAULT AND RECAPTURE OF ABATED TAX

- In the event that (a) OWNER fails to incur the minimum In Service Project Cost of an amount that, at a minimum, is equal to 20 percent of the most recent valuation of the property, or \$20,000, whichever is less; (b) OWNER fails to maintain throughout the Term of this Agreement minimum Taxable Values for the real property of at least Two Hundred Eighty Four Thousand Six Hundred Forty dollars (\$284,640.00), which includes the 2015 real property appraised value of \$237,200 plus a minimum of \$47,440 in real property improvements; (c) OWNER allows its ad valorem taxes owed the COUNTY to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of any such ad valorem taxes; (d) OWNER has an Event of Bankruptcy or Insolvency (as defined in Paragraph 1.2); or (e) OWNER otherwise fails to comply with any of the terms, conditions, or obligations of this Agreement, then this Agreement shall be in default.
- 5.2 In the event of default, COUNTY shall give the OWNER written notice of such default and, if the OWNER has not cured such default within sixty (60) days after said written notice, this Agreement may be terminated by the COUNTY. If the COUNTY terminates this Agreement in the event of default, OWNER shall repay to the COUNTY all taxes which otherwise would have been paid to the COUNTY without the benefit of abatement during the Term of this Agreement, together with interest at the statutory rate for delinquent taxes as determined by Section 33.01 of the Texas Tax Code (but without the addition of penalty), reasonable attorney's fees, and costs. Such amounts shall be due, owing, and payable to the COUNTY within sixty (60) days after the expiration of the above mentioned 60-day cure period. The parties acknowledge that COUNTY will suffer damages in the event of OWNER's default under this Agreement. The parties acknowledge that actual damages in the event of default and termination would be speculative and difficult to determine. OWNER's obligation to pay any amounts hereunder shall survive termination of this Agreement.
- 5.3 It is expressly acknowledged and agreed between the parties that the COUNTY shall have the right to place a tax lien against the Property pursuant to Section 32.01 of the Texas Tax Code. Such lien shall secure the payment of all taxes abated and subject to recapture under this Agreement, together with all other amounts payable hereunder. Any such lien may be fully enforced pursuant to the provisions of the Texas Tax Code. Also, to collect any amounts payable hereunder, the COUNTY shall have all other remedies provided generally in the Tax Code for the collection of delinquent property tax.

#### VI. GENERAL PROVISIONS

- 6.1 The COUNTY represents and warrants that the Property does not include any property that is owned by a member of the Commissioners Court approving, or having responsibility for the approval of this Agreement.
- 6.2 The terms and conditions of the Agreement are binding upon the successors and permitted assigns of all parties hereto. This Agreement may not be assigned by OWNER without the prior written consent of the COUNTY, such consent to be at the sole discretion of the COUNTY; provided, however, that upon written notice to the COUNTY, OWNER may assign its rights under this Agreement to a wholly owned subsidiary of OWNER, subject to OWNER remaining liable for all of its obligations hereunder.
- 6.3 It is understood and agreed between the parties that the OWNER, in performing its obligations hereunder, is acting independently, and the COUNTY assumes no responsibility or liability in connection therewith to third parties and OWNER agrees to indemnify and hold harmless the COUNTY therefrom. It is further understood and agreed among the parties that the COUNTY, in performing its obligations hereunder, is acting independently, and the OWNER assumes no responsibility or liability in connection therewith to third parties and the COUNTY agrees to indemnify and hold harmless the OWNER therefrom.
- 6.4 Notices required to be given to any party to this Agreement shall be given personally or by certified mail, return receipt requested, postage prepaid, addressed to the party at its address set forth below, and given by mail, shall be deemed delivered as of the date personally delivered or three days after deposit in the United States mail:

For COUNTY, by notice to: County of Navarro, Texas Attention: County Judge Navarro County Courthouse

300 West 3<sup>rd</sup> Avenue Corsicana, Texas 75110 For OWNER, by notice to: JTL Real Estate Ventures, LLC 17341 Remington Park Circle Dallas, TX 75252

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

- 6.5 This Agreement constitutes the entire and final expression of the agreement of the parties hereto with respect to the subject matter hereof. This Agreement can be modified or amended only by a written agreement executed by both parties.
- 6.6 If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs of suit.
- 6.7 This Agreement shall be governed by the laws of the State of Texas, without regard to its choice

of law rules. This Agreement is performable in Navarro County, Texas. Exclusive venue for any litigation related to, or arising out of, this Agreement shall lie in Navarro County, Texas.

- 6.8 In this Agreement, time is of the essence.
- 6.9 This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- 6.10 This Agreement was authorized by resolution of the Commissioners Court at its regularly scheduled meeting on the 28th day of December, 2015, authorizing the County Judge to execute the Agreement on behalf of the COUNTY.
- 6.11 This AGREEMENT shall constitute a valid and binding agreement between the COUNTY and OWNER when executed in accordance herewith, regardless of whether any other taxing unit executes a similar agreement for tax abatement.

Witness our hands this 28th day of December, 2015.

APPROVED:

COUNTY OF NAVARRO

By:

H.M. Davenport, Jr., County Judge

ATTEST:

Sherry Dowd, County Clerk



JTL REAL ESTATE VENTURES, LLC

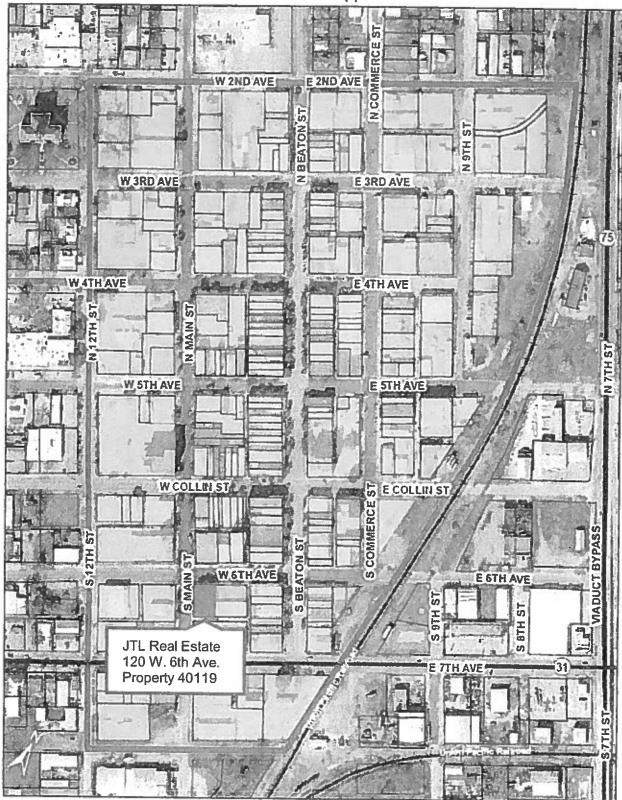
#### **EXHIBITS ATTACHED:**

- A. Diagram Map of CDRD Showing Property Location
- B. 2015 Tax Statement for the property (from Navarro County Tax Assessor/Collector)
- C. Application for Tax Abatement dated December 3, 2015

Exhibit A

Downtown Revitalization District / Historic Main Street District

Tax Abatement Applicant



## 2015 CONSOLIDATED PROPERTY TAX STATEMENT

TAXES ARE DUE UPON RECEIPT. TA	XES WILL BECOME DELIN	QUENT ON FEBRUARY 2, 2016	
PENALTY AND INTEREST WILL BE AD	DED MONTHLY BEGINNIN	G FEBRUARY 2, 2016 as follows	:

FEBRUARY ----- 7% MARCH ---- 9%

APRIL ----- 11% MAY ----- 13% JUNE ----- 15% JULY ----- 18% + 20%

The jurisdictions listed below have consolidated their tax collections for 2015. Please refer questions to the Navarro County Tax Office by telephone at (903) 654-3080 or by mail at P.O. Box 1070, Corsicana, Texas 75151 Gail Smith, PCC, Tax Assessor-Collector, Navarro County, Texas

Improvements

\$185,000

ACCOUNT NUMBER: 40119

LOAN#

FIDO#

DATE OF NOTICE

APPRAISAL

ASSESSMENT

October 1, 2015 OWNER NAME AND ADDRESS:

PROPERTY

CLASS

QUALIFYING

NON-QUALIFYING

LEGAL DESCRIPTION:

C0000 CORSICANA BLK 249 LOT S & T 24 ACRES (87 X 120) 120 W 6TH AVE 75110

2400

JTLJR REAL ESTATE VENTURES LLC 17341 REMINGTON PARK CIR DALLAS TX 75252-5358

ֆոլքելույոն|Ալինումոններգ||Մ||Միլին||Այնու||ՈւրինիլիՄիլիու||անհեհ

352 200

Land

Personal Property Total Appraised 100% Assessed And Minerals Value Exemptions \$237,200 \$237,200

AND AG/OTHER EYEMPTIONS

AG / Other

EXEMPTIONS	TOTAL	\$ 55	2,200				- 1	\$237,200	\$237,200	
Taxing Unit	108% Assessed Value	Cap Value	Exemption Amount	Taxable Value	Tax Rate Per \$100	Tax Levy		October	November	December
NAVARRO COUNTY	5237,200		\$0	\$237,200	51090000	\$1 211 85		\$1 211 85	\$1 211 85	\$1 211 85
NAVARRO COLLEGE	5237 200		50	\$237 200	11830000	5250.61		\$250 61	\$250.61	\$280 31
RCAD AND BRIDGE	5237 200		50	\$237 200	10710000	\$254 04		\$254 C4	\$254 04	5254 04
NAV FLOOD CONTROL	\$237 200		\$0	\$237 200	00900000	\$21 35		\$21 35	\$31,35	\$21 35
CITY OF CORSICANA	5237 200		\$0	5237 200	82720000	\$1 487 72		51 487 72	\$1 487 72	\$1 487 72
CORSICANA ISD	\$237.206		62	\$237 200	1 3703000	53,250 35		\$3 250 35	\$3 250 35	\$3,250,35
Total Tax Due  → City of Kere						\$8,506.92		\$6,506.82	\$6,506.92	\$8,505.92

Please examine the assessed value and exemptions granted on this bill. If you believe there is an error in the value or exemptions, you may contact the Navarro Central Appraisal District at (903) 872-6161.

If these taxes should be paid by your mortgage/or agent company, please forward this bill to them for payment

To Pay by Credit Card, pay online at <a href="https://www.certifiedpayments.net">www.certifiedpayments.net</a> Bureau code: 6880770. Service charge applies.

→ PAYMENT OPTION: quarterly installment for over 65 or disabled person per Sec. 31.031 PTC.

Without a city/county sales tax, your tax would increase by \$557.89.

(Please return this coupon with your check)

Account Number	Date of Notice	If Paid By	Amount Due
40119	October 1, 2015	October 31,2015	\$6,505.92
Make your check payable to: GAIL SMITH, PCC		November 30,2015	\$6,505.92
To avoid delays in processing your payment:		December 31,2015	\$6 505.92
Write your account number on your check		January 31,2016	\$6 505 92
Receipt available upon request		Amount of Check	\$

Please mail your

Gail Smith, PCC

payment to:

Tax Assessor-Collector

P.O. Box 1070

Corsicana, Texas 75151

JTLJR REAL ESTATE VENTURES LLC 17341 REMINGTON PARK CIR

DALLAS TX 75252





IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED AND THE PROPERTY DESCRIBED IN THIS DOCUMENT IS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES

#### IMPORTANT 2015 TAX YEAR COMPARISON INFORMATION

In accordance with Senate Bill #18 passed during the 2005 Legislative Session, the 2015 tax comparison information is furnished below. The 2015 assessed value, taxable value, tax rate, and the tax amount due is compared to the 2010 tax year information. The percentage increase/decrease is expressed for each comparison. The percentage increase/decrease in the taxes calculated is also compared to each prior year since the 2010 tax year.

rear since the zviu	tax year.							
TAXING								5TH YR
		2015	2014	2013	2012	2011	2010	DIFF
JURISDICTION	APPRAISED	\$237,200	\$203,110	\$199.980	\$199,980	\$199,970	\$199,970	18.6
NAVARRO COUNTY	TAX VALUE	\$237,200	\$203,110	\$199,980	\$199,980	\$199,970	\$199,970	18.6
COMIT	TAX RATE	51090000	51090000	.51090000	51090000	.51090000	.51090000	.00000000
	LEVY	\$1,211.85	\$1,037.69	\$1,021,70	\$1,021,70	\$1,021.65	\$1,021.65	
	% DIFF	10.78	1.57	.00	.00	.00	\$1,021.83	18.6
NAVARRO	TAX VALUE	\$237,200	\$203,110	\$199,980	\$199,980	\$199,970	\$199,970	
Untelle	LIAKKAIE	118300001	. 120200001	12020000	.119000001	.11900000		18.6
	LEVY	\$280.61	\$244.14	\$240.38	\$237.98	\$237.96	. 11900000	590000
	% DIFF	14.94	1.56	1.01	.01	.00	\$237.96	17.9
RCAD AND	TAX VALUE	\$237,200	\$203 110	\$199,980	\$199,980	\$199.970		
BRIDGE	TAX RATE	107100001	.10710000	10710000	10710000		\$199,970	18.6
	LEVY	\$254.04	\$217.53	\$214.18	\$214.18	10710000	. 10710000	.0000000
	% DIFF	18.78	1.58	.00	.00	\$214.17	\$214,17	18.6
NAVARRO FLOCO	TAX VALUE	\$237,200	\$203,110	\$199.980	\$199,980	.00		
CONTROL	TAX RATE	. 00900000	.00900000	.00900000		\$199,970	5199,970	18.6
	LEVY	\$21.35	\$18.28	\$18.00	00900000	.00000000	.00900000	.0000000
	% DIFF	18.79	1.50	\$18.00	\$18.00	\$18.00	\$18.00	18.6
CITY OF	TAX VALUE	\$237,200	\$203,110		.00.	.00		
CORSICANA	I TAX RATE	62720000	62720000	\$199,980	\$199,980	\$199,970	\$199,970	18.6
	LEVY	\$1,487.72		62720000	62720000	.62720000	-62720000	.0000000
	% D!FF	18.78	\$1,273 91	\$1,254,27	\$1 254 27	\$1,254,21	\$1,254_21	18.6
CORSICANA	TAX VALUE		1,57	.00	.00	.00		
ISD	TAX RATE	\$237 280	5203,110	\$199,980	\$199,980	\$199,970	\$199,970	18.63
	LEVY	1.3703000	1.2803000	1 2803000	1 2830000	1 2830000	1.2830000	6 8000000
	% DIFF	\$3,250.35	\$2,600,42	\$2,560.34	\$2,565.74	\$2,565.62	\$2,565.62	26 69
	TAX VALUE	24.99	1.57	21	.00	.00		
	I TAX RATE							
	LEVY							
	% DIFF							
	TAX VALUE							
	TAX RATE				111	1		
	LEVY							
	% DIFF							
	TAX VALUE							
	TAX RATE							
			= :					
	LEVY							
	% DIFF							

School District Tax Rate Breakdown for current year and previous year.

	TAX RATE	2015	2014	
CORSICAHA	M&O RATE	1 0400000	1,2400000	
ISD	I&S RATE	33030090	24030000	
	TOTAL TAXRATE	1 3703000	1.2803000	
NOTE DL.				

NOTE. Blank means information is not available for the year.

2015 APPLICATION I					CANA		<u>(1)</u>
DOWNTOWN							
Instructions: Please print or type. Submit the completed and City of Corsicana Economic Developm	nent Departmi	al copy of t ent, 200 No	the 2015 Appl rth 12th Stree	lication for Tax A et, Corsicana, Te	batement, v xas 75110.	with attachme	nts, to: The
1. Date of Application: 12/3/2	2015						
2. Name of Individual, Firm, Partnership or C	Corporation	and maili	ng address	2a. Have you re	ceived a ore	wious tax abate	ement
						City of Corsic	
JTLIR REAL ESTATE VEN	TURES LLC			] [		Yes	(YES/ NO)
17341 REMINGTON PA				2bIf yes, when	-7		
DALLAS, TX 752	52			ZD II yes, wilet		8/2015	1
							1
3. Property Address: 120 W. 6th Avenue							1
A. Marrian Contact American State of							
<ol> <li>Navarro Central Appraisal District Proper</li> </ol>	rty Tax ID				41	0119	J
Preferred Telephone Numbe 46	9-955-4016	1	5a. Email:	įtliji@airmait.	net		]
6. Year Originally Built 1929	. 7	Cau Malica	D-4 D-				,
o. Tear Originally Bust				novation [ I from County Tax		7,200	J
				•	Massasor)		
7. Will work be done to exterior façade or w	indows that	would re	quire a Cer	tificate [		res	(YES/NO)
of Appropriateness (COA) approved by L  (If yes, please attach approved COA)	andmark Co	ommissio	n?	l			(123/10)
, , , , , , , , , , , , , , , , , , , ,				_			
<ol><li>Estimated value of real property improve</li></ol>	ments				\$90	0,000	
9. Description of real property improvements	s to be made	e (attach	additional s	sheet if necess	sary):		
Replace and restore the awning	-						1
Replace existing side door with ga	arage						
Restore transom windows Restore windows							
I LESTOILE MILIDOWS							
10. Estimated Construction Start Date:	47 Dec	45	1			<del></del>	'
10. Estimated Constituction Start Date:	17-Dec	3-15	ļ				
11. I certify that this property is located within	n the bounda	aries of th	e Downton	vn Main Street	t Commerc	cial District:	
that all taxes due on this property have been	paid (includ	de duplica	ite tax recei	ipt form Navai	το County	Tax Asses	sor/
Collector); and that, for exterior modifications	s to the prop	erty, a Ce	ertificateof /	Appropriatene	ss (COA)	will be subn	nitted
to the Historic Preservation Officer for review commence until the COA is approved.	by the Cor.	sicana La	ndmark Co	mmission and	l that work	will not	
I declare that the information in this document and any	attachments is	true and co	rrect to the be	st of my knowledge	loifed bos as		
sign (/ / / /					yo and adman		
here > \ \/							
Phone: HOCKET	0	ate/Z.e	03.2	سندان			
1010 W							
Submitted By (Please Print)			the City of Co				
Name: James T. Langham Title: Owner	H-	lame: Title;	Sara Beth Will Main Street D				
Date: 12/3/2015		Date:	12/3/2015	AIT BUILDI			
For assistance in completing this form, call the				An Equal Oppo	rtunity Emplo	oyer	
FOR INTERNAL USE ONLY:		-					
DATE ENTITY Initials			DATE	ENTITY		Initials	
Main Street Manager				Fire Marshall			
Planning & Zoning  Landmark Commission				City Manager			
Economic Development				City Council Commissioner's	Court		
The City of Corsicana Economic Development Department							
200 North 12th Street, Corsicana, Texas 75110							



#### Lease Agreement



Customer: NAVARRO, COUNTY OF

Biirto: NAVARRO, COUNTY OF

**AUDITORS OFFICE** 601 N 13TH ST STE 7

**COUNTY OF NAVARRO** SHERIFF DEPT MEDICAL

312 W 2ND AVE

CORSICANA, TX 75110-3015

CORSICANA, TX 75110-3004

State or Local Government Negotiated Contract: 072719100

ltem	Product Description	Agreement Information	Requested Install Date
1. 5945OCT (W	ORKCENTRE 5945OCT)		
- Convenie	ence Stapler	Lease Term: 48 months	12/11/2015
- 1 Line Fa	ax	Purchase Option: FMV	
- Custome	er Ed		
- Analyst S	Services		

Item	Lease Minimum Payment	Meter	Print Charges Volume Band	Per Print Rate	Maintenance Plan Features	
1. 5945OCT	\$177.51	1: BW	1 - 20,000 20,001+	Included \$0.0045	- Consumable Supplies Included for all prints - Pricing Fixed for Term	
Total	\$177.51	Minimum Payments (Excluding Applicable Taxes)				

**Authorized Signature** 

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.

Signer: Brett Latta

Phone: (903)654-7891

Signature:

Dale:

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

Janet Loflin (903)675-3464

For information on your Xerox Account, go to

5 € 1 4

www.xerox.com/AccountManagement



#### Lease Agreement



Terms and Constrons

#### INTRODUCTION:

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

#### **GOVERNMENT TERMS:**

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out. your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your lax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the Products, and it is your intent to use the Products for the entire term of this Agreement and make all payments required under this Agreement. If your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your

legislative body failed to appropriate funds. Your notice must be accompanied by payment of all sums then owed through the current fiscal year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be to in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

#### **PRICING PLAN/OFFERING SELECTED:**

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

#### **GENERAL TERMS & CONDITIONS:**

5. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to Customer's network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit to Customer Releases for Software and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any Customer documents or other information residing on or passing through the Equipment or Customer's information management systems. Customer grants the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, Customer will provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of E uipment. Customer will enable Remote Data Access via a method prescribed by Xercx, and Customer will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, Cust imer will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.





#### NAVARRO COUNTY COMMISSIONERS' COURT

Jason Grant - Precinct 1
Dick Martin - Precinct 2
David "Butch" Warren - Precinct 3
James Olsen- Precinct 4

601 North 13th Street, Suite 5 Corsicana, TX, 75110-4672 Julie Forguson
Administrative Coordinator

Phone (903) 654 - 3030

Fax (903) 874-6053

# RESOLUTION OF NAVARRO COUNTY COMMISSIONERS COURT

WHEREAS the Commissioners Court agrees that the expansion of the lanes on Interstate 45 from Chambers Creek North of Corsicana to the County line/near the City of Streetman in Navarro County would be extremely beneficial to the traveling public, thus promoting Public Safety and Highway travel efficiency, and

WHEREAS, this project has been in the planning stages for several years and construction will begin in December of 2015, and

WHEREAS, a reduction of the speed from the current 75 mph down to 65mph in the unincorporated areas I-45 passes through will provide a significant safety margin for those working on the project until such construction is complete, and

WHEREAS, the meeting of Navarro County Commissioners Court where this resolution is passed is open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given as required by law,

Approved this 28th Day of December, 2015.

H.M. Davenport, Jr. County Judge

Jason Grant, Comm, Pct 1

Dick Martin, Comm, Pct2

David Warren, Comm, Pct 3

James Olsen, Comm, Pct 4

ATTEST:

Sherry Dowd, Navarro County Clerk







-inancial Services

#### ADDENDUM TO SCHEDULE #1326050 TO MASTER LEASE AGREEMENT #1146322

This Addendum to above referenced Schedule to Master Lease Agreement forms and is made a part of that certain Schedule #1326050 to Master Lease Agreement #1146322 (the "Schedule") between Lenovo Financial Services and Navarro, County of. Capitalized terms used herein but not defined herein will have the same meaning given to them in the Schedule. The Parties agree as follows:

 TEMPORARY LOCATION OF PRODUCTS: Notwithstanding the provisions of Sections 1 and 3 of the Master Lease Agreement, you have expressly directed the supplier under your Supply Contract to ship the Equipment to a third party location, Dean Thedford Offie Supply, 123 W. Collins South, Corsicana, TX 75110, for purposes of integrating other products into the Equipment and you assume all risks associated with shipment of the Equipment and the ultimate delivery to your location.

All other terms and conditions of the Schedule shall remain unchanged and in full force and effect. All handwritten changes on the Schedule are invalid and of no force or effect. The changes contained in this Addendum shall apply to only the Schedule to which it is incorporated and is not a precedent for future lease transactions.

IN WITNESS WHEREOF, the parties hereto have exer Agreement on/2/28, 2015.	cuted this Addendum to Schedule to Master Lease
Lenovo Financial Services.	Navarro, County of
Ву:	By: delle tant f.
Title:	Title: MHVASTO CO. Vedge

\* \

2231

### RECEIVED

DEC 16 2015

2016 Memorandum of Agreement between, the Texoma HIDTA Executive Board,

NAVARRO COUNTY AUDITOR'S OFFICE

Navarro County, Texas and Lance Sumpter

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

The EB TEXOMA 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 Texoma HIDTA, and

Lance Sumpter desires to provide the above referenced certain personal services for or on behalf of the EB TEXOMA 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 TEXOMA 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 TEXOMA HIDTA and in coordination with NAVARRO COUNTY, shall be effective as of January 1, 2016.
- 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 TEXOMA HIDTA for renewal for subsequent 24 month terms provided:
  - A. The Director notifies the EB TEXOMA 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 TEXOMA HIDTA, shall be submitted in

Josz

writing to the EB TEXOMA 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 TEXOMA 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, Texoma HIDTA, as specified by the EB TEXOMA HIDTA, and the ONDCP, including but not limited to the following:
  - A. Develop and submit, with the concurrence of the EB TEXOMA 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 Texoma 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 TEXOMA 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 TEXOMA HIDTA based upon the previous direction, decisions and knowledge of the EB TEXOMA 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 Texoma 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 Texoma 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 Texoma HIDTA, including, but not limited to, any alleged failure to adequately train, direct, or supervise such personnel.
- 6. **Obligations of Texoma HIDTA:** Texoma 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 accounterments 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, Texoma 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 Texoma HIDTA shall authorize salary to the Director of an annual sum equivalent to GS 15 Step 4 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 1<sup>st</sup> 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 25 day of Dec, 2015

Chairman, Executive Board Philip Allen, DPS Major

Director

director il li

Texoma HIDTA

Sumpter Services, LLC

Lance Sumpter,

Texoma HIDTA

Judge H.M. Davenport

Navarro County, Texas

#### Exhibit A

#### County Of Navarro, Texas

CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER

RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; FEDERAL

DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING REGULATIONS

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

#### General Requirements

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

Contractors should refer to the regulations cited below to determine the certifications to which they are required to attest. Signature of the form provides for compliance with certification requirements under 21 CFR part 1405, "New Restrictions on Lobbying,' 21 CFR part 1414, Government wide Debarment and Suspension (Non-procurement), Certification Regarding Federal Debt Status (0MB Circular A-129), and Certification Regarding the Nondiscrimination Statutes and Implementing Regulations. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the County of Navarro enters into contracts in which contractors receive federal funds.

#### 1. LOBBYING

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

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

- of Congress, or an employee of a Member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award document for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

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

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

#### A. The contractor certifies that it and its principals:

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

#### 3. DRUG-FREE WORKPLACE

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

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

- (a). Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (b) Establishing an on-going drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The applicant's policy of maintaining a drug free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a)
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee must
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convictions. Employers of convicted employees must provide notice including position title, to: The County of Navarro, Texas, 300 West 3<sup>rd</sup> Avenue, Corsicana, Texas 75110. Notice shall include the identification number of each affected grant.
- (f) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State, or local health, law enforcement, or other appropriate agency

- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 4. CERTIFICATION REGARDING FEDERAL DEBT STATUS (0MB Circular A-i 29)

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

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

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

CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER

RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; FEDERAL

DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING REGULATIONS

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

SUMPTER SIZENCES, LLC	12-14-2015
Business Name	Date
LANCE SUMPTER	Manut
Printed Name	Signature

#### INDEPENDENT CONTRACTOR AGREEMENT

#### BETWEEN

#### NAVARRO COUNTY, TEXAS

AND

RECEIVED

Texoma HIDTA

DEC 1 6 2015

AUDITOR'S OFFICE

AND

### RUTH L. ASTON

THIS AGREEMENT is entered into by and between Navarro County, the Texoma High Intensity Drug Trafficking Area, and Ruth L. Aston ("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 Texoma 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 Texoma HIDTA for any purpose. The Contractor is and will remain an independent contractor in his/her relationship to Navarro County and the Texoma HIDTA. The Texoma HIDTA and Navarro County shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. Texoma 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:

Brittney T. Simon, CPA

Navarro County Auditor

Navarro County

601 N. 13 Street STE 6 Corsicana, Texas 75110

If to the Texoma HIDTA:

Texoma 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.

- Indemnification. Contractor agrees to indemnify, defend and hold 14. harmless all the Texoma 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.
- Release. Contractor does hereby release, acquit and forever discharge 15. Navarro County, Texoma HIDTA and the Executive Board, collectively referred to in this paragraph as Texoma HIDTA of any and all debts, damages, claims, causes of action, suit, liabilities, and demands of whatever nature which Contractor might now have or that might subsequently accrue by reason of any matter arising out of any related work performance of this position and particularly growing out of or in any way connected, directly with the provisions of this Agreement.
- Modification or Amendment. No amendment, change or modification of 16. 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:
  - 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	Texoma HIDTA Director
By: All Contra	By Mult
Judge/H.M. Davenport	Lance Sumpter
Date: 12-28-15	Date: 13-/15/3015
Contractor: Ruhk Mton	Date: 12/15/2015
PUTTE ASTON	1

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

- 1. DUTIES: The Regional Intelligence Support Center Supervisor will provide the day to day supervision for the contractor and the Texoma 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 intelligence sources and case files, then compile information.
  - c. Prepare organized presentation of research results.
  - d. Collate data from case files and various reporting sources.
  - e. Identify trafficker associations and overt acts.
  - f. Maintain working-level relationships with law enforcement counterparts in other intelligence activities to exchange pertinent information.
  - g. Render support to investigations including, but not restricted to, network analysis, financial analysis, telephone toll analysis, document analysis, and event analysis.
  - h. Operate computer databases and software including Microsoft Word, Excel, Power Point, Pen Link, Analyst Notebook, RAID, and other programs necessary for analytical and case support.
  - i. Offer opinions and provide investigative leads based on intelligence analysis.
  - j. Obtain and integrate information into a cohesive case file.
  - k. Target/identify crimes and crime trends.
  - 1. Identify criminals through the use of education and information assessment.
  - m. Provide support for prosecution of cases in court.
  - n. Provide support to investigators involved in long-term complex case Investigation.
  - o. Intelligence analysis production (narratives, summaries, reports, etc., based on intel analysis).
  - p. Graphics production (link charts, association matrices, and court presentation products).
  - q. Post-seizure analysis (information gathered as a result of an arrest or seizure which aids in case development and lead generation).
  - 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 Texoma HIDTA supervision.

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- 2. TERM: This engagement shall commence on <u>01/01/2016</u> and shall continue in full force and effect until December 31, 2016. 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 Texoma 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 Texoma 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, Texoma 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 9 step 1 on the approved 2016 Federal GS pay scale plus a 25% allowance for fringe benefits to be paid in equal installments. Overtime will not be authorized.
- b. <u>Expenses</u>: Contractor will be reimbursed by Navarro County for approved Texoma 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 Texoma HIDTA, Navarro County has been designated by the Texoma HIDTA Executive Board to administer the cooperative agreement contract between ONDCP by supplying the ONDCP the proper documentation regarding any payment due to the Contractor and disbursing such funds to the Contractor. Payment by Navarro County to the Contractor does not create any special employment relationship and is not to be construed in any way to alter the Contractor's status.

#### Exhibit B

#### County Of Navarro, Texas

## CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER

## RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; FEDERAL

## DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING REGULATIONS

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

#### General Requirements

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

Contractors should refer to the regulations cited below to determine the certifications to which they are required to attest. Signature of the form provides for compliance with certification requirements under 21 CFR part 1405, "New Restrictions on Lobbying,' 21 CFR part 1414, Government wide Debarment and Suspension (Non-procurement), Certification Regarding Federal Debt Status (0MB Circular A-129), and Certification Regarding the Nondiscrimination Statutes and Implementing Regulations. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the County of Navarro enters into contracts in which contractors receive federal funds.

#### 1. LOBBYING

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

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

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

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

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

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

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

#### 3. DRUG-FREE WORKPLACE

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

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

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

- (b) Establishing an on-going drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The applicant's policy of maintaining a drug free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a)
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee must
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convictions. Employers of convicted employees must provide notice including position title, to: The County of Navarro, Texas, 300 West 3<sup>rd</sup> Avenue, Corsicana, Texas 75110. Notice shall include the identification number of each affected grant.
- (f) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State, or local health, law enforcement, or other appropriate agency
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 4. CERTIFICATION REGARDING FEDERAL DEBT STATUS (0MB Circular

PARIA

A-i 29)

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

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

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

CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER

RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; FEDERAL

DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING REGULATIONS

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

Business Name

Buth L. Aston

Printed Name

Date

Ruth L. Aston

Signature

XI

#### INDEPENDENT CONTRACTOR AGREEMENT

#### BETWEEN

#### NAVARRO COUNTY, TEXAS

AND

RECEIVED

Texoma HIDTA

DEC 1 6 2015

**AND** 

NAVARRO COUNTY AUDITOR'S OFFICE

#### Kevin Kelley

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

- 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
  Texoma 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.

- 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:

Brittney T. Simon, CPA Navarro County Auditor Navarro County Courthouse 601 North 13th Street STE 6 Corsicana, Texas 75110

If to the Texoma HIDTA:

Texoma 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 Texoma 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, Texoma HIDTA and the Executive Board, collectively referred to in this paragraph as Texoma 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	lexoma HIDIA Director
By: All part -	By: Amusland
Judge H.M. Davenport	Lance Sumpter that see
Date: 12-28-15	Date: 12-15-15
Contractor:	Date: 12-15-15
Kevin Kelley	

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

- 1. DUTIES: The Information Technology Manager will provide the day to day supervision for the contractor and the Texoma 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 Texoma 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 Texoma 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 Texoma 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 Texoma HIDTA.

- H. Must be approved for a Law Enforcement National Security Clearance.
- I. Additional duties may be assigned at the Discretion of the Texoma 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 Texoma HIDTA Director. The Contractor will work up to 1,800 hours during the calendar year.
- 2. TERM: This engagement shall commence on 1/1/2016 and shall continue in full force and effect until December 31, 2016. 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 Texoma HIDTA for the fiscal year in which the renewal or extended term falls.

#### 4. COMPENSATION:

- a. <u>Wages</u>: Navarro County, upon recommendation of the Director, Texoma 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 4 on the approved 2016 Federal GS pay scale for the Dallas-Fort Worth locality, plus a 30% allowance for fringe benefits. Overtime will not be authorized.
- b. <u>Expenses</u>: Contractor will be reimbursed by Navarro County for approved Texoma HIDTA related travel and training, as detailed in the Navarro County Policies and Procedures Guide.
- c. <u>Cellular Telephone Allowance</u>: 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 Texoma HIDTA, Navarro County has been designated by the TEXOMA HIDTA Executive Board to administer the cooperative agreement contract between ONDCP by supplying the ONDCP the proper documentation regarding any payment due to the Contractor and disbursing such funds to the Contractor. Payment by Navarro County to the Contractor does not create any special employment relationship and is not to be construed in any way to alter the Contractor's status.

#### Exhibit B

#### County Of Navarro, Texas

CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER

RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; FEDERAL

DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING REGULATIONS

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

#### General Requirements

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

Contractors should refer to the regulations cited below to determine the certifications to which they are required to attest. Signature of the form provides for compliance with certification requirements under 21 CFR part 1405, "New Restrictions on Lobbying,' 21 CFR part 1414, Government wide Debarment and Suspension (Non-procurement), Certification Regarding Federal Debt Status (0MB Circular A-129), and Certification Regarding the Nondiscrimination Statutes and Implementing Regulations. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the County of Navarro enters into contracts in which contractors receive federal funds.

#### 1. LOBBYING

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

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

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

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

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

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

#### A. The contractor certifies that it and its principals:

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

#### 3. DRUG-FREE WORKPLACE

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

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

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

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

(1) The dangers of drug abuse in the workplace;

- (2) The applicant's policy of maintaining a drug free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a)
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee must
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convictions. Employers of convicted employees must provide notice including position title, to: The County of Navarro, Texas, 300 West 3<sup>rd</sup> Avenue, Corsicana, Texas 75110. Notice shall include the identification number of each affected grant.
- (f) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State, or local health, law enforcement, or other appropriate agency
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

## 4. CERTIFICATION REGARDING FEDERAL DEBT STATUS (0MB Circular A-i 29)

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

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

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

CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER

RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; FEDERAL

DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING REGULATIONS

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

Business Name Date

Drintad Nama

Signature

#### 2016 INDEPENDENT CONTRACTOR AGREEMENT

#### BETWEEN

#### NAVARRO COUNTY, TEXAS

AND

**TEXOMA HIDTA** 

AND

Dan Cauble

RECEIVED

DEC 16 2015

NAVARRO COUNTY AUDITOR'S OFFICE

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

- 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 Texoma 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 TEXOMA HIDTA for any purpose. The Contractor is and will remain an independent contractor in his/her relationship to Navarro County and the TEXOMA HIDTA. The TEXOMA HIDTA and Navarro County shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. TEXOMA 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

7 Hb

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:

Brittney T. Simon, CPA

Navarro County Auditor

Navarro County

601 N. 13<sup>th</sup> Street STE 6 Corsicana, Texas 75110

If to the TEXOMA HIDTA: Texoma 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 TEXOMA 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, TEXOMA HIDTA and the Executive Board, collectively referred to in this paragraph as TEXOMA 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	Texoma HIDTA Director		
By: All death	By: Junea Sumptor		
Judge H.M. Davenport / Date: 12-28-15	Date: 12/15/2015		
Contractor:	Date: 12/15/2015		
Dan Cauble Audit	* /		
Dan Caudie \			

# EXHIBIT A DUTIES, TERMS AND COMPENSATION FOR THE POSITION OF INTELLIGENCE ANALYST/IT ASSISTANT WITH TEXOMA 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 Texoma 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 Texoma region to enhance investigative, analytical and administrative capabilities on topics with the issues of narcotics, terrorism, violent crime, gangs, trends, etc.
  - B. Locate and schedule training programs to meet needs of officers identified in survey and other methods:
    - 1. Using contacts developed over years
    - 2. Searching the Internet
    - 3. Working with other Training Coordinators and local academy directors
  - C. Coordinate off site training requests with future scheduled training on site so as to minimize the cost for training.
  - D. Design and distribute flyers on upcoming courses
  - E. Enroll students in classes via the HIDTA Training Tracker Program.
  - F. Prepare reports using data from HOTT system for management and PMP system.
  - G. Approve and confirm all enrollees and notify status of enrollment. Special emphasis is also made on the necessity to notify HIDTA if unable to attend a scheduled training event. This is done using e-mail, faxes and personal telephone calls.
  - H. Facilitate all on site training by:
    - 1. Contacting instructors and recommending lodging, transportation and airport pick up when needed

- 2. Prepare classroom for all classes including providing name placards for all students
- 3. Facilitate instructors in using classroom equipment including podium computer, overhead power point projector and all other audio/visual equipment.
- 4. Coordinating refreshments for students including coffee.
- I. Must be approved for a Law Enforcement National Security Clearance.
- J. Additional related duties may be assigned at the Discretion of the Texoma HIDTA Director.
- K. Working hours will be coordinated between the contractor and the Texoma 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 \_\_\_\_\_\_\_1/1/2016 \_\_\_ and shall continue in full force and effect until December 31, 2016.
- 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 Texoma HIDTA for the fiscal year in which the renewal or extended term falls.

#### 4. COMPENSATION:

- a. Wages: Navarro County, upon recommendation of the Director, Texoma HIDTA, shall authorize payment to the Contractor for services provided by the Contractor for the term of this Agreement. Payment will be equal to the hourly rate equivalent to a Grade 5 step 7 on the 2016 Federal General Schedule (GS) pay scale for the Dallas-Fort Worth area, not to exceed 30 hours per week, unless authorized by the Texoma HIDTA Director, 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. <u>Expenses</u>: Contractor will be reimbursed by Navarro County for approved Texoma HIDTA related travel and training, as detailed in the Navarro County Policies and Procedures Guide.
- c. <u>Time off:</u> Contractor will only be paid for the hours worked. This schedule will be approved in advance.
- d. <u>Cellular Telephone Allowance</u>: 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 Texoma HIDTA, Navarro County has been designated by the TEXOMA 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 (0MB Circular A-129), and Certification Regarding the Nondiscrimination Statutes and Implementing Regulations. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the County of Navarro enters into contracts in which contractors receive federal funds.

#### 1. LOBBYING

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

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

- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award document for all sub-awards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

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

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

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

#### 3. DRUG-FREE WORKPLACE

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

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

- (a). Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (b) Establishing an on-going drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The applicant's policy of maintaining a drug free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a)
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee must
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convictions. Employers of convicted employees must provide notice including position title, to: The County of Navarro, Texas, 300 West 3<sup>rd</sup> Avenue, Corsicana, Texas 75110. Notice shall include the identification number of each affected grant.
- (f) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State, or local health, law enforcement, or other appropriate agency
- (g) Making a good faith effort to continue to maintain a drug free

workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

4. CERTIFICATION REGARDING FEDERAL DEBT STATUS (0MB Circular A-i 29)

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

5. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

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

CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER

RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; FEDERAL

DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING REGULATIONS

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

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#### INDEPENDENT CONTRACTOR AGREEMENT

#### BETWEEN

#### NAVARRO COUNTY, TEXAS

AND

RECEIVED

NORTH TEXAS HIDTA

DEC 16 2015

AND

NAVARRO COUNTY AUDITOR'S OFFICE

#### JASON KENDRICK

THIS AGREEMENT is entered into by and between Navarro County, the North Texas High Intensity Drug Trafficking Area, and <u>Jason Kendrick</u> ("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/shc is due and owing at the time of the termination.

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- 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.
- 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:

Brittney T. Simon, CPA
Navarro County Auditor
Navarro County Courthouse
601 North 13<sup>th</sup> Street, STE 6
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.

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- 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	o County North Texas HIDTA Director		
By: Judge H.M. Davenport	By: Lance Sumpter		
Date: 12-28-15	Date: 12-15-15		
Contractor:			
Jama Kurdins	Date: 12-15-15		

# 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.
  - 1. Identify criminals through the use of education and information assessment.
  - m. Provide support for prosecution of cases in court.
  - n. Provide support to investigators involved in long-term complex case Investigation.
  - o. Intelligence analysis production (narratives, summaries, reports, etc., based on intel analysis).
  - p. Graphics production (link charts, association matrices, and court presentation products).
  - q. Post-seizure analysis (information gathered as a result of an arrest or seizure which aids in case development and lead generation).
  - 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 <u>01/01/2016</u> and shall continue in full force and effect until December 31, 2016 unless terminated according to the terms stipulated in section 5 of the Agreement. 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 up to 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 4 on the approved 2016 Federal GS pay scale for the Dallas-Fort Worth locality, plus a 25% allowance for fringe benefits to be paid in equal installments. Overtime will not be authorized.
- b. <u>Expenses</u>: Contractor will be reimbursed by Navarro County for approved North Texas HIDTA related travel and training, as detailed in the Navarro County Policies and Procedures Guide.
- 5. RESPONSIBILITIES OF NAVARRO COUNTY: As the fiscal agent for the North Texas HIDTA, Navarro County has been designated by the NT HIDTA Executive Board to administer the cooperative agreement contract between ONDCP by supplying the ONDCP the proper documentation regarding any payment due to the Contractor and disbursing such funds to the Contractor. Payment by Navarro County to the Contractor does not create any special employment relationship and is not to be construed in any way to alter the Contractor's status.

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#### Exhibit B

#### County Of Navarro, Texas

CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER

RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; FEDERAL

## DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING REGULATIONS

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

#### General Requirements

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

Contractors should refer to the regulations cited below to determine the certifications to which they are required to attest. Signature of the form provides for compliance with certification requirements under 21 CFR part 1405, "New Restrictions on Lobbying,' 21 CFR part 1414, Government wide Debarment and Suspension (Non-procurement), Certification Regarding Federal Debt Status (0MB Circular A-129), and Certification Regarding the Nondiscrimination Statutes and Implementing Regulations. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the County of Navarro enters into contracts in which contractors receive federal funds.

#### 1. LOBBYING

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

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

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

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

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

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

#### A. The contractor certifies that it and its principals:

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

#### 3. DRUG-FREE WORKPLACE

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

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

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

- (b) Establishing an on-going drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The applicant's policy of maintaining a drug free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a)
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee must
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convictions. Employers of convicted employees must provide notice including position title, to: The County of Navarro, Texas, 300 West 3<sup>rd</sup> Avenue, Corsicana, Texas 75110. Notice shall include the identification number of each affected grant.
- (f) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State, or local health, law enforcement, or other appropriate agency
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 4. CERTIFICATION REGARDING FEDERAL DEBT STATUS (0MB Circular

A-i 29)

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

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

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

CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER

RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; FEDERAL

DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING REGULATIONS

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

VI 14)	12-15-15
Business Name	Date
Jason A. Kendrick	Quan a Kendaly
Printed Name	Signature

2282

# 21

#### Navarro Count IT Department

## Memo

To:

Commissioner's Court

From:

**Tommy Pryor** 

cc:

Tiffany Richardson

Date:

December 17, 2015

Re:

STS Recycling, Inc. Certificate of Destruction

Please accept the Certificate of Destruction for all the salvaged computer/electronic equipment, including hard drives, by STS Recycling, Inc.

1nt#1355

# STS Electronic Recycling, Inc. Certificate of Destruction

Issued to

LOT#1355

This is to certify that the electronic items received by STS Electronic Recycling. Inc. have been processed in accordance with Federal and State regulations. This certifies that all data has been erased or physically destroyed to National Institute of Standards and Technology (NIST) standards (NIST SP80088).

None of the received materials were sent to landfills.

#### **Contract For Project Manager Services**

To: Judge H.M. Davenport and the Navarro County Commissioners Court

Please accept the following contract for Project Manager Services for the restoration of the Navarro County Courthouse, New Construction as needed, or modification of existing structures, and subsequent Relocation of personnel and offices as needed.

	Description	Units	Quantity	Amount
1	Provide Project Management/Construction Coordinator Services	(6)Six Months, then month to month	(12) Payments, then month to month	\$50,000.00 for (6) months, then \$8,333.33 Monthly
	Position entails providing the necessary time and services to get the projects completed from start to finish, at discretion of Project Manager Contractor and Owner (County of Navarro).			
	Total			\$50,000.00 for (6) months, \$8,333.33 per month thereafter.

<sup>\*</sup>Amount indicated is for (6) Calendar months, upon the expiration of the six month period, the contract becomes a month to month contract. If the contract becomes a month to month contract, all duties and termination requirements remain the same. This contract may be prorated to represent months, weeks and/or days.

#### The Project Manager Contractor Will Be Required to Provide the Following:

Necessary office space, basic personnel as needed to satisfy obligations, office equipment, office supplies and any other PM supplies such as basic specialized equipment, insurance as required, as well as transportation. These items shall be required as needed for a Project Manager to adequately perform the duties as listed in Exhibit A.

Additionally, the services will include arranging meetings for progress updates and/or any other issues that might come up during the project. These meetings will be scheduled "as can be arranged" and as frequently (weekly, bi-weekly, or monthly) as needed in the best interest of the project between Contractor/Owner/Project Manager/Architect/Historic Commission. PM shall coordinate any other meetings deemed necessary as the project develops, all the way to completion. In addition to typical meetings, the PM shall meet with a citizens review committee, if deemed necessary, as well as participate in any public forums or other public relation events.

## 2285

#### **Contract For Project Manager Services**

<u>Termination Clause:</u> The Owner, at any time, can terminate this contract for any reason. The Contract Project Manager shall provide 30 day notice prior to terminating the Contract. The Contract Project Manager is an "At Will" Contractor.

By signing below, the terms of this contract are agreed upon and accepted and a commencement date shall be issued.

Date: 12-28-15

Navarro County Representative

X Cody Muldner

Date: 11.28.15

#### Exhibit A

#### Duties/Responsibilities of a Project Manager for the Restoration of the Courthouse:

- 1. Daily site visits with daily documentation of project status (includes weekly photos)
- 2. Attend all Owner/Architect/Contractor meetings as an Owner's Representative
- 3. Log Design Team site visits and make sure the requirements of the Contract Documents between the Owner and Design Team are satisfied
- 4. Assist in the Request for Proposal process
- 5. Value Engineer all modifications and additions to the Project Documents
- 6. Review and provide recommendation for documents pertaining to finances, including but not limited to, Schedule of Values, Pay Applications, Change Orders, General Conditions, etc.
- 7. Mediate/Referee between the Design Team and the Contractor over matters of interpretation and ambiguities
- 8. Maintain involvement in ALL correspondence between the Design Team and Contractor
- 9. Assist the Design Team in reviewing subcontractor qualifications
- 10. Oversee all Change Orders with a close attention to Subcontractor Selection, Construction Costs, OH&P, Scheduling and Awarding of additional days
- 11. Provide recommendation for assessing Liquidated Damages
- 12. Assist in dealing with the State of Texas regarding the Grant Process
- 13. Cooperate with the Design Team to make sure the Safety Requirements of the Project Documents are satisfied
- 14. Review work in place for conformity with Project Documents and Quality
- 15. Coordinate testing services to satisfy the Contract Documents
- 16. Attend county meetings to provide updates to the public on the status of the project
- 17. Generate the punch lists on behalf of the Owner

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#### **Contract For Project Manager Services**

## Duties/Responsibilities of a Construction Coordinator for the Annex Project and Relocation Processes:

- 1. Assist the Design Team in the Design/Build process to prevent "over designing"
- 2. Offer solutions for contracting the most cost and time efficient contractor
- 3. Manage the relocation budget and provide recommendations on where funds should be allocated to be the most time and cost efficient
- 4. Establish project duration parameters and assist in driving the schedule
- 5. Daily site visits with daily documentation of project status (includes weekly photos)
- 6. Coordinate subjective construction decisions such as colors, etc.

. . . .

- 7. Coordinate the relocation process to reflect the construction schedule
- 8. Serve as a Construction Manager over any construction activities or maintenance repairs of the Annex Building
- 9. Negotiate Contracts, Schedules and Change Orders with the Design Team and/or Contractor
- 10. Coordinate logistics of office equipment, files, furniture, etc.