

NAVARRO COUNTY COMMISSIONER'S COURT

A Regular meeting of the Navarro County Commissioner's Court was held on Monday, the 8th day of February, 2016 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. 10:01 A.M. Motion to convene by Comm. Olsen sec by Comm. Warren  
Carried unanimously
2. Opening prayer by Commissioner Olsen
3. Pledge of Allegiance
4. Public Comments-No comments

**Consent Items**

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

5. Motion to approve and pay bills as submitted by the County Auditor, including payroll (paid 01/29/16) **TO WIT PG 2417-2434**

**Action Items**

6. No action taken on Burn Ban, remains off
7. Motion to approve the Tax Collection report for January 2016, Gail Smith, by Comm. Grant sec by Comm. Olsen **TO WIT PG 2435-2440**  
Carried unanimously
8. Motion to approve the Treasurer's Report for January 2016, Ryan Douglas by Comm. Olsen sec by Comm. Warren **TO WIT PG 2441-2442**  
Carried unanimously
9. Motion to approve declaring as salvage 2 each Motorola Quantar 800 mhz. radio repeaters, model #T5365A s/n-448CGT0049 and 448CGT0050 by Comm. Martin sec by Comm. Grant  
Carried unanimously

10. Motion to approve donating Motorola model T5365A repeaters to the Navarro County Amateur Radio Club by Comm. Olsen sec by Comm. Warren  
Carried unanimously
11. Motion to approve the Sheriff's racial Profiling Report for 2015 by Comm. Grant  
sec by Comm. Olsen **TO WIT PG 2443-2446**  
Carried unanimously
12. Motion to approve AT & T contract by Comm. Martin sec by Comm. Warren  
Carried unanimously **TO WIT PG 2447-2453**
13. Motion to approve accepting State Subgrant Award Letters and Grant terms, Pct.  
2 by Comm. Martin sec by Comm. Olsen  
Carried unanimously **TO WIT PG 2454-2503**
14. No action taken on approving Guardian Security Solutions, LC proposal for  
Extended Warrant on alarm system at Annex
15. Motion to approve engagement letter for financial audit services by Pattillo,  
Brown & Hill, LLP by Comm. Olsen sec by Comm. Warren  
Carried unanimously **TO WIT PG 2527-2536**
16. Motion to approve County Auditor's October 2016 monthly financial report  
pursuant to LGC Sec 114.024 by Comm. Grant sec by Comm. Olsen  
Carried unanimously **TO WIT PG 2537-2540**
17. 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 by Comm. Grant sec by Comm. Martin  
Carried unanimously  
  
Motion to break until 3:00 P.M. by Comm. Olsen sec by Comm. Warren  
Carried unanimously  
Motion to come out of break by Comm. Olsen sec by Comm. Warren  
Carried unanimously
18. No action taken on Executive Session Pursuant to the Texas Government Code  
Section 551.074 to discuss Personnel

19. Motion to go into Executive Session Pursuant to the Texas Government Code Section 551.071 (2) to confer regarding matters which are privileged pursuant to the attorney client privilege by Comm. Olsen sec by Comm. Warren

Motion to come out of Executive Session by Comm. Olsen sec by Comm. Warren  
Carried unanimously

20. No action taken in Executive Session Pursuant to the Texas Government Code Section 551.071(2) to confer regarding matters which are privileged pursuant to the attorney client privilege

21. Motion to go into Executive Session Pursuant to the Texas Government Code 551.071 to discuss Pending/Anticipated Litigation by Comm. Olsen sec by Comm. Warren  
Carried unanimously

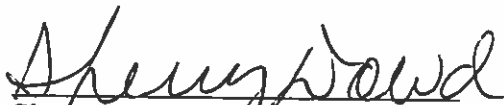
Motion to come out of Executive Session by Comm. Olsen sec by Comm. Warren  
Carried unanimously

22. No action taken on Executive Session Pursuant to the Texas Government Code 551.071 to discuss Pending/Anticipated Litigation

23. 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 February 8<sup>th</sup>, 2016.

Signed 8<sup>th</sup> day of February, 2016

  
Sherry Dowd, County Clerk



## ALL RECORDS FROM 02/08/2016 TO 02/08/2016 DATE-TO-BE-PAID

X5

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
A-1 FIRE & SECURITY EQU	2016 101-512-455	MAINT CONTRACT - FIRE INSPECTION	01/ 38484		02/04/2016	02/08/2016		1,595.00
ACS	2016 101-403-420	RECORDS MGT EXPE	289570 - JAN	1231926	02/01/2016	02/08/2016		4,325.00
ACS	2016 101-403-410	PROFESSIONAL SER	289570 - JAN	1231926	02/01/2016	02/08/2016		2,526.50
ACS	2016 101-403-410	PROFESSIONAL SER	289570 - JAN	1231926	02/01/2016	02/08/2016		672.00
AKV PLUMBING CONTRACTOR	2016 101-512-445	REPAIRS & MAINT	MAINTENANCE & PARTS	9196	02/04/2016	02/08/2016	300653	775.19
AKV PLUMBING CONTRACTOR	2016 101-512-445	REPAIRS & MAINT	MAINTENANCE - TANKL	9201	02/05/2016	02/08/2016	300832	390.00
AMERICAN FORENSICS LLC	2016 101-406-487	AUTOPSY	HUMPHRIES, GARY	1845	01/26/2016	02/08/2016		1,700.00
ANIMAL CARE CLINIC	2016 101-560-411	ESTRAYS	12966	151652	02/04/2016	02/08/2016		80.00
ANIMAL CARE CLINIC	2016 101-560-411	ESTRAYS	44347	151652	02/05/2016	02/08/2016		100.00
ANNA MIDDLETON	2016 101-572-428	TRAVEL/CONFERENC	285 MILES @ .54	JAN 2016	01/29/2016	02/08/2016		153.90
AT&TSERVICES INC.	2016 101-572-435	TELEPHONE	287256200705	01/12/ 01/19/16	01/26/2016	02/08/2016		3.03
AT&TSERVICES INC.	2016 101-410-435	TELEPHONE	9036543088	01/15/16 01/15/16	01/26/2016	02/08/2016		758.96
AT&TSERVICES INC.	2016 101-475-435	CVC - TELEPHONE	287256200779	01/12/ 01/19/16	01/26/2016	02/08/2016		75.58
AT&TSERVICES INC.	2016 101-410-435	TELEPHONE	9038753391	01/21/16 01/21/16	02/01/2016	02/08/2016		402.17
AT&TSERVICES INC.	2016 101-410-435	TELEPHONE	9038751617	01/21/16 01/21/16	02/01/2016	02/08/2016		3,043.33
AT&TSERVICES INC.	2016 101-407-459	MAINT CONTRACT -	287236363034	12/20/ 01/27/16	02/01/2016	02/08/2016		44.79
AT&TSERVICES INC.	2016 101-551-312	OPERATING SUPPLI	287236363034	12/20/ 01/27/16	02/01/2016	02/08/2016		44.40
AT&TSERVICES INC.	2016 101-435-495	MISCELLANEOUS	287236363034	12/20/ 01/27/16	02/01/2016	02/08/2016		44.39
AT&TSERVICES INC.	2016 101-568-495	MISCELLANEOUS	287236363034	12/20/ 01/27/16	02/01/2016	02/08/2016		88.80
AT&TSERVICES INC.	2016 101-406-422	JP TECHNOLOGY FU	287236363034	12/20/ 01/27/16	02/01/2016	02/08/2016		293.40
AT&TSERVICES INC.	2016 101-410-435	TELEPHONE	287236363034	12/20/ 01/27/16	02/01/2016	02/08/2016		399.98
AT&TSERVICES INC.	2016 101-475-435	CVC - TELEPHONE	9038740832	01/23/16 01/23/16	02/03/2016	02/08/2016		187.77
AT&TSERVICES INC.	2016 101-410-435	TELEPHONE	9038751583	01/21/16 01/21/16	02/03/2016	02/08/2016		65.92
AT&TSERVICES INC.	2016 101-410-436	INTERNET	125499768	01/23/16 01/22/16	02/05/2016	02/08/2016		60.19
AT&TSERVICES INC.	2016 101-560-436	INTERNET	125499763	01/23/16 01/22/16	02/05/2016	02/08/2016		45.77
ATMOS ENERGY	2016 101-410-430	UTILITIES	09L146932	12/23/15 4009312323 -	01/29/2016	02/08/2016		78.64
B & G AUTO PARTS	2016 101-560-445	REPAIRS & MAINT	BATTERY CABLE ENDS	607823	02/03/2016	02/08/2016		14.00
B & H PHOTO-VIDEO TXMAS	2016 101-560-446	REPAIRS & MAINT	GARMIN	106638629	02/04/2016	02/08/2016	300688	287.94
B & H PHOTO-VIDEO TXMAS	2016 101-560-320	OPERATING EQUIPM	GARMIN	106638629	02/04/2016	02/08/2016	300688	479.90
B & H PHOTO-VIDEO TXMAS	2016 101-512-320	OPERATING EQUIPM	GARMIN	106638629	02/04/2016	02/08/2016	300688	95.98
BARCODESOURCE, INC.	2016 101-440-310	OFFICE SUPPLIES	Z-SELECT 4000D LABE	129164	02/05/2016	02/08/2016	300864	226.27
BIG H TIRE SERVICE	2016 101-560-445	REPAIRS & MAINT	UNIT 2183 - MOUNTED	159994	01/26/2016	02/08/2016		40.00
BIG H TIRE SERVICE	2016 101-560-445	REPAIRS & MAINT	UNIT 2370 - MOUNTED	160106	02/02/2016	02/08/2016		20.00
BIG H TIRE SERVICE	2016 101-560-445	REPAIRS & MAINT	UNIT 2367 - FLAT	160128	02/03/2016	02/08/2016		7.00
BILL PRICE	2016 101-425-411	COURT APPOINTED	FORBES, JOHN	72137	01/29/2016	02/08/2016		100.00
BILL PRICE	2016 101-435-411	COURT APPOINTED	CATES, JAMES	36521	01/28/2016	02/08/2016		912.50
BILL PRICE	2016 101-435-411	COURT APPOINTED	CATES, JAMES	36089	01/28/2016	02/08/2016		812.50
BILL PRICE	2016 101-425-411	COURT APPOINTED	CATES, JAMES	72534	01/28/2016	02/08/2016		100.00
BILL PRICE	2016 101-425-411	COURT APPOINTED	CATES, JAMES	72248	01/28/2016	02/08/2016		200.00
BILL PRICE	2016 101-425-411	COURT APPOINTED	TOLLIVER, CHRIS	71974	01/28/2016	02/08/2016		200.00
BILL PRICE	2016 101-430-411	COURT APPOINTED	ALLEN, CHARLES	34876	01/26/2016	02/08/2016		450.00
BILL PRICE	2016 101-435-411	COURT APPOINTED	FORBES, JOHN	33576	02/01/2016	02/08/2016		443.75
BILL PRICE	2016 101-435-411	COURT APPOINTED	FORBES, JOHN	36320	02/01/2016	02/08/2016		343.75
BILL PRICE	2016 101-435-411	COURT APPOINTED	FORBES, JOHN	36322	02/01/2016	02/08/2016		243.75
BILL PRICE	2016 101-435-411	COURT APPOINTED	FORBES, JOHN	34565	02/01/2016	02/08/2016		143.75
BILL PRICE	2016 101-430-411	COURT APPOINTED	COX, KOWANA	36250	02/01/2016	02/08/2016		400.00
BILL PRICE	2016 101-430-411	COURT APPOINTED	LUSK, RICKEY	35944	02/01/2016	02/08/2016		350.00
BILL PRICE	2016 101-430-411	COURT APPOINTED	LUSK, RICKEY	36324	02/01/2016	02/08/2016		550.00
BOB BARKER COMPANY INC	2016 101-512-352	INMATE CLOTHING	SPORTS BRA - 34	UT1000373084	02/04/2016	02/08/2016	300777	180.00
BOB BARKER COMPANY INC	2016 101-512-352	INMATE CLOTHING	SPORTS BRA - 36	UT1000373084	02/04/2016	02/08/2016	300777	180.00
BOB BARKER COMPANY INC	2016 101-512-352	INMATE CLOTHING	SPORTS BRA - 38	UT1000373084	02/04/2016	02/08/2016	300777	180.00
BOB BARKER COMPANY INC	2016 101-512-352	INMATE CLOTHING	PANTY - 6	UT1000373084	02/04/2016	02/08/2016	300777	90.00
BOB BARKER COMPANY INC	2016 101-512-352	INMATE CLOTHING	PANTY - 7	UT1000373084	02/04/2016	02/08/2016	300777	90.00
BOB BARKER COMPANY INC	2016 101-512-352	INMATE CLOTHING	PANTY - 8	UT1000373084	02/04/2016	02/08/2016	300777	90.00
BOB BARKER COMPANY INC	2016 101-512-352	INMATE CLOTHING	PANTY - 9	UT1000373084	02/04/2016	02/08/2016	300777	54.00

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BOB BARKER COMPANY INC	2016 101-512-352	INMATE CLOTHING	PANTY - 14	UT1000373084	02/04/2016	02/08/2016	300777	20.00
BOB BARKER COMPANY INC	2016 101-512-352	INMATE CLOTHING	PANTY - 15	UT1000373084	02/04/2016	02/08/2016	300777	20.00
BOB BARKER COMPANY INC	2016 101-512-352	INMATE CLOTHING	BOXERS - L	UT1000373084	02/04/2016	02/08/2016	300777	130.00
BOB BARKER COMPANY INC	2016 101-512-352	INMATE CLOTHING	BOXERS - XL	UT1000373084	02/04/2016	02/08/2016	300777	130.00
BOB BARKER COMPANY INC	2016 101-512-352	INMATE CLOTHING	BOXERS - 2X	UT1000373084	02/04/2016	02/08/2016	300777	150.00
BOB BARKER COMPANY INC	2016 101-512-352	INMATE CLOTHING	BOXERS - 3X	UT1000373084	02/04/2016	02/08/2016	300777	150.00
BOB BARKER COMPANY INC	2016 101-512-352	INMATE CLOTHING	BOXERS - 4X	UT1000373084	02/04/2016	02/08/2016	300777	150.00
CENTRAL TEXAS BUSINESS	2016 101-440-310	OFFICE SUPPLIES	16 RED SEAL INK PAD	0008525	02/05/2016	02/08/2016	300729	160.00
CHATFIELD WATER SUPPLY	2016 101-512-385	COUNTY FARM	2810 NECR 0080	7 - JAN	02/02/2016	02/08/2016		320.00
CHATFIELD WATER SUPPLY	2016 101-402-430	UTILITIES - PARK	EUESTER B WILLIAMS	1267 - JAN	02/03/2016	02/08/2016		27.00
CHRIS GARRETT	2016 101-572-428	TRAVEL/CONFERENC	136 MILES @ .54	JAN 2016	01/29/2016	02/08/2016		73.44
CITY ELECTRIC	2016 101-410-445	REPAIRS & MAINT	COURTHOUSE - REPAIR	25786	01/26/2016	02/08/2016		625.00
CITY OF CORSICANA	2016 101-406-476	ECONOMIC DEVELOP	ECONOMIC 01/01/16 -	6291	02/02/2016	02/08/2016		20,821.88
CITY OF CORSICANA	2016 101-406-478	AMBULANCE	EMS 01/01/16 - 03/3	6291	02/02/2016	02/08/2016		101,250.00
CITY OF CORSICANA	2016 101-406-477	ANIMAL CONTROL	ANIMAL 01/01/16 - 0	6291	02/02/2016	02/08/2016		10,000.00
CITY OF CORSICANA	2016 101-406-480	PUBLIC LIBRARY (	LIBRARY 01/01/16 -	6291	02/02/2016	02/08/2016		6,250.00
CITY OF CORSICANA	2016 101-406-474	CITY OF CORSICAN	FIRE CALLS 10/01/15	6476	02/05/2016	02/08/2016		3,350.00
CITY OF RICHLAND	2016 101-409-425	ELECTIONS	2015 NOV ELECTION -	11/03/15	02/01/2016	02/08/2016		50.00
CONRAD, WILLIAM E. LAW	2016 101-430-411	COURT APPOINTED	BOX, RICHARD G	35954	02/05/2016	02/08/2016		550.00
CONRAD, WILLIAM E. LAW	2016 101-430-485	OTHER LITIGATION	BOX, RICHARD G	35954	02/05/2016	02/08/2016		1.00
CONSTELLATION NEWENERGY	2016 101-410-430	UTILITIES	1044372000006236	0030192418-0	02/03/2016	02/08/2016		16.84
CONSTELLATION NEWENERGY	2016 101-410-430	UTILITIES	10443720001830277	0030378112-0	02/05/2016	02/08/2016		43.31
CONSTELLATION NEWENERGY	2016 101-410-430	UTILITIES	10443720001830308	0030378146-0	02/05/2016	02/08/2016		33.74
COOPER & FRENCH INSURAN	2016 101-512-417	BONDS	HORN, RICHARD - 01/	2837	02/05/2016	02/08/2016	300677	71.00
COPY CENTER	2016 101-560-310	OFFICE SUPPLIES	CHAIN OF POSSESSION	0148918-001	02/04/2016	02/08/2016	300899	77.00
COPY CENTER	2016 101-512-310	OFFICE SUPPLIES	NOTARY STAMP - HORN	0148801-001	02/04/2016	02/08/2016	300795	23.95
CORSICANA WATER DEPT	2016 101-410-430	UTILITIES	006-0001691-001 12/	CH SPKLR - J	01/27/2016	02/08/2016		101.42
CORSICANA WATER DEPT	2016 101-410-430	UTILITIES	006-0001690-001 12/	300 W 3RD -	01/27/2016	02/08/2016		115.47
CORSICANA WATER DEPT	2016 101-512-435	UTILITIES	014-0000071-001 12/	312 W 2ND -	01/27/2016	02/08/2016		4,927.10
CORSICANA WATER DEPT	2016 101-410-430	UTILITIES	014-0000190-002 12/	312 W 1ST -	01/27/2016	02/08/2016		79.99
CORSICANA WATER DEPT	2016 101-411-430	UTILITIES	014-0000122-002 12/	ANX SPKLR -	01/27/2016	02/08/2016		28.49
CORSICANA WATER DEPT	2016 101-410-430	UTILITIES	014-0000010-005 12/	223 W 1ST -	01/27/2016	02/08/2016		46.50
CORSICANA WATER DEPT	2016 101-410-430	UTILITIES	014-0000020-008 12/	221 W 1ST -	01/27/2016	02/08/2016		46.50
CORSICANA WATER DEPT	2016 101-411-430	UTILITIES	014-0000120-003 12/	601 N 13TH -	01/27/2016	02/08/2016		169.42
CORWYN DAVIS	2016 101-435-411	COURT APPOINTED	POWERS, RICHARD	36447	01/28/2016	02/08/2016		600.00
CORWYN DAVIS	2016 101-425-411	COURT APPOINTED	VALLIAN, JOHN	72032	01/26/2016	02/08/2016		250.00
CORWYN DAVIS	2016 101-430-411	COURT APPOINTED	VALLIAN, JOHN	36283	02/01/2016	02/08/2016		700.00
CORWYN DAVIS	2016 101-430-411	COURT APPOINTED	WARREN, STEVEN	36462	02/01/2016	02/08/2016		460.00
CORWYN DAVIS	2016 101-430-411	COURT APPOINTED	WARREN, STEVEN	36461	02/01/2016	02/08/2016		360.00
CORWYN DAVIS	2016 101-430-411	COURT APPOINTED	WARREN, STEVEN	36460	02/01/2016	02/08/2016		260.00
CORWYN DAVIS	2016 101-430-411	COURT APPOINTED	WARREN, STEVEN	36458	02/01/2016	02/08/2016		160.00
CORWYN DAVIS	2016 101-430-411	COURT APPOINTED	WARREN, STEVEN	36162	02/01/2016	02/08/2016		160.00
CORWYN DAVIS	2016 101-425-411	COURT APPOINTED	WARREN, STEVEN	71778	02/02/2016	02/08/2016		150.00
CREDENCE RESOURCE MANAG	2016 101-561-435	TELEPHONE - UVER	135690903 CANCELLAT	237403811	02/02/2016	02/08/2016		140.80
DAMARA WATKINS	2016 101-425-411	COURT APPOINTED	CUMMINGS, JOHNNY	72621	01/28/2016	02/08/2016		200.00
DAMARA WATKINS	2016 101-435-411	COURT APPOINTED	DECHAUME, CHARLA	36515	02/01/2016	02/08/2016		400.00
DAMARA WATKINS	2016 101-425-490	MENTAL / AD LITE	AD LITEM	2016-02	02/03/2016	02/08/2016		100.00
DAMARA WATKINS	2016 101-425-490	MENTAL / AD LITE	AD LITEM	2016-05	02/03/2016	02/08/2016		100.00
DAMARA WATKINS	2016 101-425-490	MENTAL / AD LITE	AD LITEM	2016-03	02/03/2016	02/08/2016		100.00
DAMARA WATKINS	2016 101-425-490	MENTAL / AD LITE	AD LITEM	2016-04	02/03/2016	02/08/2016		100.00
DANIEL BILTZ	2016 101-435-411	COURT APPOINTED	RISKEN, STACIE	36155	01/29/2016	02/08/2016		400.00
DANIEL BILTZ	2016 101-435-411	COURT APPOINTED	CPS	22298	02/01/2016	02/08/2016		1,152.50
DAVID ALLAN HUDSON	2016 101-430-411	COURT APPOINTED	THOMAS, JANET	35665	02/02/2016	02/08/2016		400.00
DAVID B BROOKS	2016 101-475-410	PROFESSIONAL SER	CONSULTATION - JAN	01/25/16	02/01/2016	02/08/2016		100.00
DEALERS ELECTRICAL SUPP	2016 101-512-445	REPAIRS & MAINT	4' LED LIGHT	3301674-00	02/04/2016	02/08/2016	300698	312.50

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DEALERS ELECTRICAL SUPP	2016 101-512-445	REPAIRS & MAINT	FLOURESCENT LAMP HO	3302163-00	02/03/2016	02/08/2016		61.44
DIGI-KEY ELECTRONICS	13 2016 101-560-446	REPAIRS & MAINT	50 MOLEX CONNECTORS	52157710	02/04/2016	02/08/2016	300805	7.08
DIGI-KEY ELECTRONICS	13 2016 101-560-446	REPAIRS & MAINT	50 MOLEX CONNECTORS	52157710	02/04/2016	02/08/2016	300805	6.83
DIGI-KEY ELECTRONICS	13 2016 101-560-446	REPAIRS & MAINT	100 MOLEX CONNECTOR	52157710	02/04/2016	02/08/2016	300805	10.24
DIGI-KEY ELECTRONICS	13 2016 101-560-446	REPAIRS & MAINT	100 MOLEX CONNECTOR	52157710	02/04/2016	02/08/2016	300805	11.96
DIGI-KEY ELECTRONICS	13 2016 101-560-446	REPAIRS & MAINT	15 AMP CONNECTORS	8 52157710	02/04/2016	02/08/2016	300805	9.45
DIGI-KEY ELECTRONICS	13 2016 101-560-446	REPAIRS & MAINT	50 PC SUPPORTS	52157710	02/04/2016	02/08/2016	300805	7.68
DIGI-KEY ELECTRONICS	13 2016 101-560-446	REPAIRS & MAINT	25 HAMLIN RELAYS	50 52157710	02/04/2016	02/08/2016	300805	46.00
DIGI-KEY ELECTRONICS	13 2016 101-560-446	REPAIRS & MAINT	SHIPPING	52157710	02/04/2016	02/08/2016	300805	12.17
DOCUMENT SOLUTIONS	2016 101-403-310	OFFICE SUPPLIES	12/01/15 - 12/31/15	20754	01/29/2016	02/08/2016		2.56
DOCUMENT SOLUTIONS	2016 101-403-310	OFFICE SUPPLIES	12/01/15 - 12/31/15	20754	01/29/2016	02/08/2016		12.98
DOCUMENT SOLUTIONS	2016 101-403-310	OFFICE SUPPLIES	12/01/15 - 12/31/15	20754	01/29/2016	02/08/2016		46.44
DOCUMENT SOLUTIONS	2016 101-403-310	OFFICE SUPPLIES	12/01/15 - 12/31/15	20754	01/29/2016	02/08/2016		5.70
DOCUMENT SOLUTIONS	2016 101-456-310	OFFICE SUPPLIES	12/01/15 - 12/31/15	20754	01/29/2016	02/08/2016		9.76
DOCUMENT SOLUTIONS	2016 101-457-310	OFFICE SUPPLIES	12/01/15 - 12/31/15	20754	01/29/2016	02/08/2016		4.66
DOCUMENT SOLUTIONS	2016 101-458-310	OFFICE SUPPLIES	12/01/15 - 12/31/15	20754	01/29/2016	02/08/2016		19.62
DOCUMENT SOLUTIONS	2016 101-459-310	OFFICE SUPPLIES	12/01/15 - 12/31/15	20754	01/29/2016	02/08/2016		9.60
DOCUMENT SOLUTIONS	2016 101-459-310	OFFICE SUPPLIES	12/01/15 - 12/31/15	20754	01/29/2016	02/08/2016		90.48
DOCUMENT SOLUTIONS	2016 101-495-310	OFFICE SUPPLIES	12/01/15 - 12/31/15	20754	01/29/2016	02/08/2016		10.20
DOCUMENT SOLUTIONS	2016 101-495-310	OFFICE SUPPLIES	12/01/15 - 12/31/15	20754	01/29/2016	02/08/2016		2.05
DOCUMENT SOLUTIONS	2016 101-497-310	OFFICE SUPPLIES	12/01/15 - 12/31/15	20754	01/29/2016	02/08/2016		18.76
DOCUMENT SOLUTIONS	2016 101-497-310	OFFICE SUPPLIES	12/01/15 - 12/31/15	20754	01/29/2016	02/08/2016		19.86
DOWD & SONS INC	2016 101-560-445	REPAIRS & MAINT	UNIT 2522 - REPLACE	0110345	02/04/2016	02/08/2016	300809	170.00
ELECTION SYSTEMS & SOFT	2016 101-409-425	ELECTIONS	CODING 03/01/16 PRI	950787	02/02/2016	02/08/2016		2,943.68
ELECTION SYSTEMS & SOFT	2016 101-409-425	ELECTIONS	CODING 03/01/16 PRI	950782	02/02/2016	02/08/2016		3,241.09
ELECTION SYSTEMS & SOFT	2016 101-409-425	ELECTIONS	AUDIO 03/01/16 PRIM	949582	02/02/2016	02/08/2016		2,118.60
ELECTION SYSTEMS & SOFT	2016 101-409-425	ELECTIONS	BALLOTS 03/01/16 PR	950134	02/02/2016	02/08/2016		248.40
ELECTION SYSTEMS & SOFT	2016 101-409-425	ELECTIONS	BALLOTS 03/01/16 PR	950133	02/02/2016	02/08/2016		248.40
ELECTION SYSTEMS & SOFT	2016 101-409-425	ELECTIONS	AUDIO 03/01/16 PRIM	949581	02/02/2016	02/08/2016		2,775.96
ELECTION SYSTEMS & SOFT	2016 101-409-311	VOTER REGISTRATI	4000 VOTER REGISTRA	949530	02/04/2016	02/08/2016	300557	600.00
ELECTION SYSTEMS & SOFT	2016 101-409-311	VOTER REGISTRATI	24980 VOTER CARD MA	949531	02/05/2016	02/08/2016	300497	8,938.99
ELECTION SYSTEMS & SOFT	2016 101-409-311	VOTER REGISTRATI	1847 ADDRESS CARD M	949532	02/05/2016	02/08/2016	300497	1,772.85
ELECTRONIX EXPRESS	2016 101-512-445	REPAIRS & MAINT	POWER SUPPLY 0-30V	506891	02/04/2016	02/08/2016	300750	236.00
ELECTRONIX EXPRESS	2016 101-512-445	REPAIRS & MAINT	POWER SUPPLY 0-18V	506891	02/04/2016	02/08/2016	300750	68.95
ELECTRONIX EXPRESS	2016 101-512-445	REPAIRS & MAINT	DB-9 MALE PLUG	506891	02/04/2016	02/08/2016	300750	6.75
ELECTRONIX EXPRESS	2016 101-512-445	REPAIRS & MAINT	DB-9 HOOD PIN	506891	02/04/2016	02/08/2016	300750	6.30
ELECTRONIX EXPRESS	2016 101-512-445	REPAIRS & MAINT	SHIPPING	506891	02/04/2016	02/08/2016	300750	35.90
EXAMFORCE	2016 101-407-428	TRAVEL/CONFERENC	A+ 220-802 PRACTICA	0196456-IN	02/04/2016	02/08/2016	300686	250.00
EXAMFORCE	2016 101-407-428	TRAVEL/CONFERENC	A+ 220-801 ESSENTIA	0196456-IN	02/04/2016	02/08/2016	300686	250.00
EXAMFORCE	2016 101-407-428	TRAVEL/CONFERENC	SHIPPING	0196456-IN	02/04/2016	02/08/2016	300686	10.00
FARMER, JOHN W.	2016 101-406-315	FORMS & PRINTING	W-2 FORMS	33738	01/26/2016	02/08/2016		288.00
FARMER, JOHN W.	2016 101-406-315	FORMS & PRINTING	W-2 ENVELOPES	33738	02/01/2016	02/08/2016		130.00
FARMER, JOHN W.	2016 101-499-310	OFFICE SUPPLIES	5000 WINDOW ENVELOP	33718	02/04/2016	02/08/2016	300691	294.00
FEDEX - TXMAS	2016 101-406-311	POSTAGE	2934-0047-4	5-294-91734	01/27/2016	02/08/2016		39.72
FIVE STAR SERVICES INC	2016 101-512-380	GROCERIES	01/14/16 - 01/20/16	24166	01/28/2016	02/08/2016		3,611.06
GABRIEL ROEDER SMITH &	2016 101-406-410	PROFESSIONAL SER	WORK IN PROCESS - D	419746	02/03/2016	02/08/2016		1,720.50
GEXA ENERGY	2016 101-410-430	UTILITIES	205 SE 3RD ST 12/15	20454365-4	02/05/2016	02/08/2016		19.13
GEXA ENERGY	2016 101-410-430	UTILITIES	907 NW 2ND ST BLDG	20454365-4	02/05/2016	02/08/2016		80.45
GEXA ENERGY	2016 101-512-435	UTILITIES	312 W 2ND AVE GRDL	20508802-4	02/05/2016	02/08/2016		32.79
GEXA ENERGY	2016 101-512-435	UTILITIES	312 W 2ND AVE 12/16	20460432-4	02/05/2016	02/08/2016		33.46
GEXA ENERGY	2016 101-560-429	TRAINING - FIRIN	2810 NECR 0080 12/1	20460432-4	02/05/2016	02/08/2016		9.50
GEXA ENERGY	2016 101-410-430	UTILITIES	221 W 1ST AVE 12/18	20484457-4	02/05/2016	02/08/2016		91.52
GEXA ENERGY	2016 101-411-430	UTILITIES	601 N 13TH ST 12/18	20484457-4	02/05/2016	02/08/2016		656.26
GEXA ENERGY	2016 101-410-430	UTILITIES	209 W 1ST AVE 12/18	20484457-4	02/05/2016	02/08/2016		332.89
GEXA ENERGY	2016 101-410-430	UTILITIES	312 W 1ST AVE 12/18	20484457-4	02/05/2016	02/08/2016		9.50

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VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
GEXA ENERGY	2016 101-410-430	UTILITIES	800 N MAIN ST 12/18	20484457-4	02/05/2016	02/08/2016		1,654.88
GEXA ENERGY	2016 101-410-430	UTILITIES	800 N MAIN ST STE R	20484457-4	02/05/2016	02/08/2016		527.72
GEXA ENERGY	2016 101-410-430	UTILITIES	400 W 2ND AVE 12/18	20484457-4	02/05/2016	02/08/2016		13.33
GEXA ENERGY	2016 101-410-430	UTILITIES	312 W 1ST AVE BLDG	20484457-4	02/05/2016	02/08/2016		119.75
GEXA ENERGY	2016 101-410-430	UTILITIES	800 N MAIN ST HSE 1	20484457-4	02/05/2016	02/08/2016		378.10
GEXA ENERGY	2016 101-410-430	UTILITIES	300 W 3RD AVE GRDL	20508802-4	02/05/2016	02/08/2016		14.04
GEXA ENERGY	2016 101-410-430	UTILITIES	300 W 3RD AVE GRDL	20508802-4	02/05/2016	02/08/2016		18.14
GEXA ENERGY	2016 101-410-430	UTILITIES	300 N 12TH ST TEMP	20508802-4	02/05/2016	02/08/2016		10.76
GEXA ENERGY	2016 101-410-430	UTILITIES	300 W 3RD AVE TEMP	20508802-4	02/05/2016	02/08/2016		10.76
GEXA ENERGY	2016 101-512-435	UTILITIES	312 W 2ND AVE 12/22	20508802-4	02/05/2016	02/08/2016		5,929.72
GEXA ENERGY	2016 101-410-430	UTILITIES	300 W 3RD AVE TEMP	20508802-4	02/05/2016	02/08/2016		10.76
GEXA ENERGY	2016 101-410-430	UTILITIES	300 W 3RD AVE UNIT	2078270-3	02/05/2016	02/08/2016		2,608.78
GILFILLAN HARDWARE	2016 101-410-445	REPAIRS & MAINT	FLASHLIGHT, KEYS	46267/1	02/02/2016	02/08/2016		11.74
GILFILLAN HARDWARE	2016 101-410-445	REPAIRS & MAINT	GLUE, TAPE, KEY LAB	46793/1	02/02/2016	02/08/2016		17.85
HM DAVENPORT	2016 101-425-428	TRAVEL/CONFERENC	GANDER MOUNTAIN MED	REIMB - 02/0	02/05/2016	02/08/2016		206.30
HOME DEPOT CREDIT SERVI	2016 101-512-445	REPAIRS & MAINT	PRO REWARDS DISCOUN	3973324	02/04/2016	02/08/2016	300387	2.14-
HOME DEPOT CREDIT SERVI	2016 101-512-445	REPAIRS & MAINT	CLEAR PLASTIC CORNE	3973324	02/04/2016	02/08/2016	300387	7.84
HOME DEPOT CREDIT SERVI	2016 101-512-445	REPAIRS & MAINT	DEWALT 18V BATTERY	3973324	02/04/2016	02/08/2016	300387	99.00
HOWARD'S FIRE EXTINGUIS	2016 101-410-445	REPAIRS & MAINT	ANNUAL MAINTENANCE	059562	02/04/2016	02/08/2016	300887	243.50
HOWARD'S FIRE EXTINGUIS	2016 101-411-445	REPAIRS & MAINT	ANNUAL MAINTENANCE	059560	02/04/2016	02/08/2016	300886	65.85
HUFFMAN COMMUNICATIONS	2016 101-561-446	REPAIRS & MAINT	MAINTENANCE AGREEME	46228	02/03/2016	02/08/2016		105.00
HUFFMAN COMMUNICATIONS	2016 101-561-446	REPAIRS & MAINT	REPAIRED MTR-2000 V	46175	02/04/2016	02/08/2016	300546	1,869.45
HUFFMAN COMMUNICATIONS	2016 101-561-445	REPAIRS & MAINT	MOTOROLA MOTOTURBO	34540	02/04/2016	02/08/2016	300321	615.00
HUFFMAN COMMUNICATIONS	2016 101-410-320	OPERATING EQUIPM	XPR3500 RADIO PACKA	34547	02/05/2016	02/08/2016	300784	548.00
HUFFMAN COMMUNICATIONS	2016 101-410-320	OPERATING EQUIPM	SPEAKER MICROPHONE	34547	02/05/2016	02/08/2016	300784	70.00
HUFFMAN COMMUNICATIONS	2016 101-410-320	OPERATING EQUIPM	EARPIECE	34547	02/05/2016	02/08/2016	300784	112.00
HUFFMAN COMMUNICATIONS	2016 101-410-320	OPERATING EQUIPM	LEATHER CARRY CASE	34547	02/05/2016	02/08/2016	300784	54.00
ICS	2016 101-512-351	INMATE LINEN & B	THERMAL BLANKETS	133458	02/04/2016	02/08/2016	300757	2,070.00
IJS COMPANY	2016 101-512-325	KITCHEN SUPPLIES	3 PLY TRAYS	133189	02/04/2016	02/08/2016	300881	129.54
IJS COMPANY	2016 101-512-325	KITCHEN SUPPLIES	14 OZ CUPS	133189	02/04/2016	02/08/2016	300881	79.92
IJS COMPANY	2016 101-512-325	KITCHEN SUPPLIES	WRAP PLASTIC SPOONS	133189	02/04/2016	02/08/2016	300881	26.46
IJS COMPANY	2016 101-512-325	KITCHEN SUPPLIES	GREEN SCRUB PADS 10	133189	02/04/2016	02/08/2016	300881	6.00
IJS COMPANY	2016 101-512-325	KITCHEN SUPPLIES	STAINLESS STEEL STA	133189	02/04/2016	02/08/2016	300881	4.72
IJS COMPANY	2016 101-512-325	KITCHEN SUPPLIES	44 GAL TRASH CANS	133189	02/04/2016	02/08/2016	300881	111.45
IJS COMPANY	2016 101-512-325	KITCHEN SUPPLIES	TRASH CAN LIDS	133189	02/04/2016	02/08/2016	300881	18.20
IJS COMPANY	2016 101-512-325	KITCHEN SUPPLIES	20 OZ SUGAR	133189	02/04/2016	02/08/2016	300881	50.40
IJS COMPANY	2016 101-512-325	KITCHEN SUPPLIES	12 OZ CREAMER	133189	02/04/2016	02/08/2016	300881	54.00
J AND S PROFESSIONAL SE	2016 101-560-494	EMPLOYEE PHYSICA	POLYGRAPH - QUALLS,	6	02/04/2016	02/08/2016	300769	100.00
J AND S PROFESSIONAL SE	2016 101-560-494	EMPLOYEE PHYSICA	POLYGRAPH - RODRIGU	6	02/04/2016	02/08/2016	300769	100.00
J AND S PROFESSIONAL SE	2016 101-560-494	EMPLOYEE PHYSICA	POLYGRAPH - CHISM,	6	02/04/2016	02/08/2016	300769	100.00
J AND S PROFESSIONAL SE	2016 101-560-494	EMPLOYEE PHYSICA	POLYGRAPH - JORDAN	6	02/04/2016	02/08/2016	300769	100.00
J-8 EQUIPMENT CO OF TEX	2016 101-560-445	REPAIRS & MAINT	REPAIRED GAS PUMP	00132835	02/05/2016	02/08/2016	300515	388.50
JACKIE FREELAND	2016 101-406-422	JP TECHNOLOGY FU	IPAD PRO	REIMB - 01/2	02/03/2016	02/08/2016		1,348.97
JESSE'S GUN SHOP	2016 101-560-320	OPERATING EQUIPM	PATROL RIFLES RRA L	11/09/15	02/04/2016	02/08/2016	300129	5,390.00
JESSE'S GUN SHOP	2016 101-560-429	TRAINING - FIRIN	YHM-9680 FLIP UP RE	01/27/16	02/04/2016	02/08/2016	300865	385.00
JOHNSON OIL COMPANY	2016 101-560-370	GAS & OIL	2400 GAL GAS	14469	02/04/2016	02/08/2016	300788	2,955.60
JOHNSON OIL COMPANY	2016 101-560-370	GAS & OIL	2350 GAL GAS	13978	02/04/2016	02/08/2016	300649	3,205.40
JOHNSON OIL COMPANY	2016 101-560-370	GAS & OIL	2400 GAL GAS	13813	02/04/2016	02/08/2016	300602	3,729.60
JONES MCCLURE PUBLISHIN	2016 101-430-419	DUES & PUBLICATI	2016 TX CAUSES OF A	100440602	02/04/2016	02/08/2016	300585	130.50
JONES MCCLURE PUBLISHIN	2016 101-430-419	DUES & PUBLICATI	SHIPPING	100440602	02/04/2016	02/08/2016	300585	3.00
JOSH TACKETT	2016 101-440-428	TRAVEL/CONFERENC	TAC HEBP BOARD MEET	FEB 2016	02/03/2016	02/08/2016		127.50
JOSH TACKETT	2016 101-440-428	TRAVEL/CONFERENC	TAC HEBP BOARD MEET	FEB 2016	02/03/2016	02/08/2016		196.56
JUDICIAL SYSTEM INC	2016 101-440-452	JURY SYSTEM SOFT	2016 JURY WHEEL	60716012101	01/27/2016	02/08/2016		528.03
K & S TIRE, TOWING & RE	2016 101-560-445	REPAIRS & MAINT	UNIT 2945 - OIL CHA	60955	01/28/2016	02/08/2016		46.44
K & S TIRE, TOWING & RE	2016 101-560-445	REPAIRS & MAINT	UNIT 2369 - OIL CHA	61033	01/28/2016	02/08/2016		56.95

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K & S TIRE, TOWING & RE	2016 101-560-445	REPAIRS & MAINT	UNIT 2370 - OIL CHA	60961	01/27/2016	02/08/2016		70.89
K & S TIRE, TOWING & RE	2016 101-560-445	REPAIRS & MAINT	UNIT 2159 - OIL CHA	60963	01/27/2016	02/08/2016		39.94
K & S TIRE, TOWING & RE	2016 101-560-445	REPAIRS & MAINT	UNIT 2472 - OIL CHA	59772	01/27/2016	02/08/2016		86.95
K & S TIRE, TOWING & RE	2016 101-560-445	REPAIRS & MAINT	UNIT 2262 - OIL CHA	59930	01/27/2016	02/08/2016		58.70
K & S TIRE, TOWING & RE	2016 101-560-445	REPAIRS & MAINT	UNIT 2262 - MOUNTED	60233	01/27/2016	02/08/2016		96.44
K & S TIRE, TOWING & RE	2016 101-560-445	REPAIRS & MAINT	UNIT 2157 - OIL CHA	60314	01/27/2016	02/08/2016		59.44
K & S TIRE, TOWING & RE	2016 101-560-445	REPAIRS & MAINT	UNIT 2157 - MOUNTED	60275	01/27/2016	02/08/2016		12.00
K & S TIRE, TOWING & RE	2016 101-560-445	REPAIRS & MAINT	UNIT 2160 - OIL CHA	61014	02/02/2016	02/08/2016		48.57
K & S TIRE, TOWING & RE	2016 101-560-445	REPAIRS & MAINT	UNIT 2585 - OIL CHA	60741	02/03/2016	02/08/2016		68.54
KAREN WILLIAMS	2016 101-475-428	TRAVEL/CONFERENC	CRIME VICTIM SERVIC	FEB 2016	02/04/2016	02/08/2016		178.50
KAREN WILLIAMS	2016 101-475-428	TRAVEL/CONFERENC	CRIME VICTIM SERVIC	FEB 2016	02/05/2016	02/08/2016		45.47
KEATHLEY & KEATHLEY	2016 101-425-411	COURT APPOINTED	JOHNSON, DEMONTREY	72028	01/27/2016	02/08/2016		200.00
KEATHLEY & KEATHLEY	2016 101-425-411	COURT APPOINTED	JOHNSON, DEMONTREY	72375	01/27/2016	02/08/2016		100.00
KEATHLEY & KEATHLEY	2016 101-435-411	COURT APPOINTED	APPEAL - BORDEN, RO	35017	02/03/2016	02/08/2016		6,075.00
KEATHLEY & KEATHLEY	2016 101-435-485	OTHER LITIGATION	APPEAL - BORDEN, RO	35017	02/03/2016	02/08/2016		362.46
KELLY R MYERS, ATTORNEY	2016 101-425-411	COURT APPOINTED	MCDADE, DWIGHT	72052	01/27/2016	02/08/2016		200.00
KERRI K ANDERSON DONICA	2016 101-435-411	COURT APPOINTED	STERLING, JOHNNY	34476	02/02/2016	02/08/2016		1,262.50
LENOVO FINANCIAL SERVIC	2016 101-440-320	OPERATING EQUIPM	908-0008685-000 - J	28086857	02/03/2016	02/08/2016		652.10
LENOVO FINANCIAL SERVIC	2016 101-495-320	OPERATING EQUIPM	DOCUMENTATION FEE	28110139	02/05/2016	02/08/2016	300593	75.00
LENOVO FINANCIAL SERVIC	2016 101-495-320	OPERATING EQUIPM	908-0009025-000 - J	28110139	02/05/2016	02/08/2016	300593	466.53
LEXIS NEXIS - CAROL STR	2016 101-440-419	DUES & SUBSCRIPT	163NBF 12/01/15 - 1	1512431842	01/27/2016	02/08/2016		150.00
LEXIS NEXIS - CHICAGO	2016 101-560-340	INVESTIGATIVE /	1219794 - JAN	1219794-2016	02/03/2016	02/08/2016		50.00
LIBAL, JOSEPH K.	2016 101-410-445	REPAIRS & MAINT	REPLACED DAMAGED CA	1084	01/27/2016	02/08/2016		2,200.00
LIMESTONE COUNTY JUVENI	2016 101-572-411	NON-RESIDENTIAL	3624	175-20	02/02/2016	02/08/2016		201.00
LIMESTONE COUNTY JUVENI	2016 101-572-411	NON-RESIDENTIAL	3704	175-21	02/02/2016	02/08/2016		25.00
LINEBARGER GOGGAN BLAIR	2016 101-499-435	TELEPHONE	T1 LINE - FEB	385-16-0104	01/29/2016	02/08/2016		572.33
LISA A EASLEY	2016 101-475-410	PROFESSIONAL SER	DANIELS, CHELSEA	36 0018	01/29/2016	02/08/2016		65.00
LISA A EASLEY	2016 101-430-412	TRANSCRIPTS	35884, 35886	0017	01/28/2016	02/08/2016		3,908.25
LISA A EASLEY	2016 101-475-410	PROFESSIONAL SER	23555	0019	02/03/2016	02/08/2016		460.25
LIVESTOCK WEEKLY	2016 101-421-419	DUES & SUBSCRIPT	02/11/16 - 02/10/17	01/21/16	01/27/2016	02/08/2016		30.00
MARIA ROSA HESTER	2016 101-430-410	INTERPRETER	CORREA, EMILIANO	34 15-881	01/28/2016	02/08/2016		340.00
MARION D. ALLEN	2016 101-425-411	COURT APPOINTED	SMITH, BRIAN	70335	01/28/2016	02/08/2016		100.00
MARK'S PLUMBING PARTS	2016 101-512-445	REPAIRS & MAINT	SINK FAUCET	INV001487315	02/04/2016	02/08/2016	300863	233.80
MARK'S PLUMBING PARTS	2016 101-512-445	REPAIRS & MAINT	SHIPPING	INV001487315	02/04/2016	02/08/2016	300863	12.86
MCCOY'S BUILDING SUPPLY	2016 101-512-385	COUNTY FARM	HOSE BIBB	5903412	02/02/2016	02/08/2016		10.75
MCCOY'S BUILDING SUPPLY	2016 101-512-385	COUNTY FARM	MOTOR OIL	5903199	02/02/2016	02/08/2016		31.34
MCCOY'S BUILDING SUPPLY	2016 101-512-385	COUNTY FARM	LIGHTER, DRIVER SET	5903233	02/02/2016	02/08/2016		23.07
MEDICAL SURGICAL & COMP	2016 101-572-411	NON-RESIDENTIAL	3692	2013	02/02/2016	02/08/2016		32.00
MEDICAL SURGICAL & COMP	2016 101-560-494	EMPLOYEE PHYSICA	PHYSICAL - QUALLS,	2056	02/05/2016	02/08/2016	300768	107.00
MEDICAL SURGICAL & COMP	2016 101-560-494	EMPLOYEE PHYSICA	PHYSICAL - RODRIGUE	2027	02/04/2016	02/08/2016	300768	107.00
MEDICAL SURGICAL & COMP	2016 101-560-494	EMPLOYEE PHYSICA	PHYSICAL - JORDAN,	2056	02/04/2016	02/08/2016	300768	107.00
MELANIE HYDER	2016 101-572-428	TRAVEL/CONFERENC	278 MILES @ .54	JAN 2016	01/29/2016	02/08/2016		150.12
MEN WATER SUPPLY CORP	2016 101-402-430	UTILITIES - PARK	CASTON PARK	775 - JAN	02/04/2016	02/08/2016		32.00
MICAH C HADEN	2016 101-435-411	COURT APPOINTED	GIVENS, SHERIA	36523	01/28/2016	02/08/2016		612.50
MICAH C HADEN	2016 101-430-411	COURT APPOINTED	JUVENILE	PRE-PETITION	01/28/2016	02/08/2016		350.00
MICAH C HADEN	2016 101-435-485	OTHER LITIGATION	GIVENS, SHERIA	36523	01/28/2016	02/08/2016		3.00
MICAH C HADEN	2016 101-435-411	COURT APPOINTED	GIVENS, SHERIA	NOT INDICTED	02/01/2016	02/08/2016		.01
MICAH C HADEN	2016 101-435-411	COURT APPOINTED	GIVENS, SHERIA	NOT INDICTED	02/01/2016	02/08/2016		.01-
MICAH C HADEN	2016 101-425-411	COURT APPOINTED	IPINA, JOSE	72438	01/27/2016	02/08/2016		812.50
MICAH C HADEN	2016 101-425-485	OTHER LITIGATION	IPINA, JOSE	72438	01/27/2016	02/08/2016		1.00
MICAH C HADEN	2016 101-435-411	COURT APPOINTED	DELAGARZA, DAKOTA	36514	02/02/2016	02/08/2016		525.00
MICAH C HADEN	2016 101-430-411	COURT APPOINTED	FOX, RICHARD	36430	02/02/2016	02/08/2016		545.00
MICHAEL J CRAWFORD	2016 101-430-411	COURT APPOINTED	CLAXTON, BILL	36301	01/28/2016	02/08/2016		1,050.00
MICHAEL J CRAWFORD	2016 101-435-411	COURT APPOINTED	WATSON, DENA	NOT INDICTED	01/28/2016	02/08/2016		400.00
MICHAEL J CRAWFORD	2016 101-430-411	COURT APPOINTED	CORRIGAN, CHRISTOPH	36393	01/27/2016	02/08/2016		400.00



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VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
MICHAEL J CRAWFORD	2016 101-435-411	COURT APPOINTED	FIGUERO, WILLIAM	33675	02/05/2016	02/08/2016		200.00
MOORE MEDICAL LLC	2016 101-512-330	JANITORIAL SUPPL	SURCHARGE	98847397 I	02/04/2016	02/08/2016	300174	.47
MOORE MEDICAL LLC	2016 101-512-330	JANITORIAL SUPPL	N95 PART RESP W/ NO	98847397 I	02/04/2016	02/08/2016	300174	60.18
MOORE MEDICAL LLC	2016 101-512-330	JANITORIAL SUPPL	N95 PART RESP W/ NO	98846415 I	02/04/2016	02/08/2016	300174	60.18
MOORE MEDICAL LLC	2016 101-512-330	JANITORIAL SUPPL	SURCHARGE	98846415 I	02/04/2016	02/08/2016	300174	.47
MOORE MEDICAL LLC	2016 101-512-330	JANITORIAL SUPPL	SHIPPING	98846415 I	02/04/2016	02/08/2016	300174	11.00
MOORE MEDICAL LLC	2016 101-512-330	JANITORIAL SUPPL	SURCHARGE	98847026 I	02/04/2016	02/08/2016	300158	.47
MOORE MEDICAL LLC	2016 101-512-330	JANITORIAL SUPPL	SHARPS STACK 8 GAL	98847026 I	02/04/2016	02/08/2016	300158	223.60
MOORE MEDICAL LLC	2016 101-512-330	JANITORIAL SUPPL	SHARPS STACK 8 GAL	98846408 I	02/04/2016	02/08/2016	300158	223.60
MOORE MEDICAL LLC	2016 101-512-330	JANITORIAL SUPPL	SURCHARGE	98846408 I	02/04/2016	02/08/2016	300158	.47
NAVARRO COUNTY ELECTRIC	2016 101-512-435	UTILITIES	HWY 0022 W - JAN	3643 - 11255	02/03/2016	02/08/2016		153.00
NAVARRO COUNTY ELECTRIC	2016 101-512-435	UTILITIES	FM 0667 - JAN	3643 - 14707	02/03/2016	02/08/2016		36.00
NAVARRO COUNTY ELECTRIC	2016 101-512-435	UTILITIES	MCKINNEY ST - JAN	3643 - 15514	02/03/2016	02/08/2016		35.00
NAVARRO COUNTY ELECTRIC	2016 101-402-430	UTILITIES - PARK	HWY 0309 - JAN	191 - 132605	02/04/2016	02/08/2016		9.72
NAVARRO COUNTY ELECTRIC	2016 101-402-430	UTILITIES - PARK	SECR 1095 - JAN	192 - 132589	02/04/2016	02/08/2016		9.72
NAVARRO COUNTY ELECTRIC	2016 101-402-430	UTILITIES - PARK	SECR 2160 - JAN	192 - 132597	02/04/2016	02/08/2016		8.54
NAVARRO COUNTY ELECTRIC	2016 101-402-430	UTILITIES - PARK	SECR 3105 - JAN	191 - 137679	02/04/2016	02/08/2016		18.26
NAVARRO COUNTY TRUST FU	2016 101-340-040	COUNTY CLERK FEE	TRUST 3-4	01/29/16	02/03/2016	02/08/2016		30.00
NAVARRO COUNTY TRUST FU	2016 101-340-040	COUNTY CLERK FEE	TRUST 3-11	01/29/16	02/03/2016	02/08/2016		30.00
NAVCO LOCKSMITHS	2016 101-560-445	REPAIRS & MAINT	KEYS	R012201	01/27/2016	02/08/2016		3.93
NAVCO LOCKSMITHS	2016 101-560-445	REPAIRS & MAINT	CAMLOCK	R012902	02/02/2016	02/08/2016		39.80
NAVCO LOCKSMITHS	2016 101-560-445	REPAIRS & MAINT	KEYS	R011301	02/02/2016	02/08/2016		26.19
NEAL GREEN	2016 101-430-411	COURT APPOINTED	OVERTON, JIMMY	36331	01/27/2016	02/08/2016		775.00
NEAL GREEN	2016 101-430-485	OTHER LITIGATION	OVERTON, JIMMY	36331	01/27/2016	02/08/2016		3.00
NORTH & EAST TEXAS COUN	2016 101-425-419	DUES & PUBLICATI	CJCA DUES 01/01/16	216529	02/02/2016	02/08/2016		175.00
NORTHLAND COMMUNICATION	2016 101-568-436	INTERNET	223 W 1ST AVE 02/01	001-990490 -	01/29/2016	02/08/2016		143.99
NORTHLAND COMMUNICATION	2016 101-475-436	INTERNET	SUITE 203 02/01/16	001-992860 -	01/28/2016	02/08/2016		151.99
NORTHLAND COMMUNICATION	2016 101-561-436	INTERNET	312 W 2ND AVE 02/01	001-466387 -	01/27/2016	02/08/2016		75.99
OFFICE DEPOT INC-TXMAS	2016 101-512-310	OFFICE SUPPLIES	REFERENCE TO INV 81	818049726001	01/29/2016	02/08/2016	300714	90.17-
OFFICE DEPOT INC-TXMAS	2016 101-401-310	OFFICE SUPPLIES	PAPER CLIPS, PAPER	817920849001	02/04/2016	02/08/2016	300765	61.27
OFFICE DEPOT INC-TXMAS	2016 101-401-310	OFFICE SUPPLIES	COFFEE, INK, CARTRI	817921553001	02/04/2016	02/08/2016	300765	219.25
OFFICE DEPOT INC-TXMAS	2016 101-440-310	OFFICE SUPPLIES	MONITOR STAND, LABE	815923687001	02/04/2016	02/08/2016	300670	181.17
OFFICE DEPOT INC-TXMAS	2016 101-440-310	OFFICE SUPPLIES	WIRELESS MOUSE	812771958001	02/04/2016	02/08/2016	300616	82.77
OFFICE DEPOT INC-TXMAS	2016 101-512-310	OFFICE SUPPLIES	LAMINATING ROLLS	818054810001	02/04/2016	02/08/2016	300766	122.74
OFFICE DEPOT INC-TXMAS	2016 101-512-310	OFFICE SUPPLIES	MONTHLY DIVIDERS	818055155001	02/04/2016	02/08/2016	300766	29.00
OFFICE DEPOT INC-TXMAS	2016 101-512-320	OPERATING EQUIPM	LAMINATING MACHINE	816558002001	02/04/2016	02/08/2016	300714	702.99
OFFICE DEPOT INC-TXMAS	2016 101-406-312	COPY & POSTAGE S	COPY PAPER	816455092001	02/04/2016	02/08/2016	300710	1,159.60
OFFICE DEPOT INC-TXMAS	2016 101-560-310	OFFICE SUPPLIES	PENS, FOLDERS, SCIS	817272682001	02/04/2016	02/08/2016	300733	140.61
OFFICE DEPOT INC-TXMAS	2016 101-560-310	OFFICE SUPPLIES	TONERS, FILES	817972210001	02/04/2016	02/08/2016	300763	437.31
OFFICE DEPOT INC-TXMAS	2016 101-499-310	OFFICE SUPPLIES	CALCULATOR	815681949001	02/04/2016	02/08/2016	300713	62.69
OFFICE DEPOT INC-TXMAS	2016 101-406-312	COPY & POSTAGE S	COPY PAPER	815855113001	02/04/2016	02/08/2016	300711	67.98
OFFICE DEPOT INC-TXMAS	2016 101-475-310	OFFICE SUPPLIES	FILE POCKETS	817208303001	02/04/2016	02/08/2016	300721	25.81
OFFICE DEPOT INC-TXMAS	2016 101-475-310	OFFICE SUPPLIES	VERBATIM	817094753001	02/04/2016	02/08/2016	300721	147.84
OFFICE DEPOT INC-TXMAS	2016 101-401-310	OFFICE SUPPLIES	TONER	818250873001	02/04/2016	02/08/2016	300797	78.99
OFFICE DEPOT INC-TXMAS	2016 101-497-310	OFFICE SUPPLIES	BLACK-ON-WHITE TAPE	819271201001	02/04/2016	02/08/2016	300816	25.17
OFFICE DEPOT INC-TXMAS	2016 101-406-312	COPY & POSTAGE S	COPY PAPER	818056922001	02/04/2016	02/08/2016	300764	37.49
OFFICE DEPOT INC-TXMAS	2016 101-406-312	COPY & POSTAGE S	COPY PAPER	819155958001	02/04/2016	02/08/2016	300806	67.98
OFFICE DEPOT INC-TXMAS	2016 101-406-312	COPY & POSTAGE S	COPY PAPER	813150330001	02/04/2016	02/08/2016	300647	67.98
OFFICE DEPOT INC-TXMAS	2016 101-561-310	OFFICE SUPPLIES	BINDER, FOLDERS, BI	818599604001	02/04/2016	02/08/2016	300800	86.84
OFFICE DEPOT INC-TXMAS	2016 101-561-310	OFFICE SUPPLIES	DIVIDERS	818599659001	02/04/2016	02/08/2016	300800	10.38
OFFICE DEPOT INC-TXMAS	2016 101-475-310	OFFICE SUPPLIES	CD-R DISCS	817094752001	02/04/2016	02/08/2016	300721	104.85
OFFICE DEPOT INC-TXMAS	2016 101-475-310	OFFICE SUPPLIES	DVD+R	817094754001	02/04/2016	02/08/2016	300721	108.57
OFFICE DEPOT INC-TXMAS	2016 101-403-310	OFFICE SUPPLIES	TONER, LABELS, TAPE	818450591001	02/04/2016	02/08/2016	300798	205.49
OFFICE DEPOT INC-TXMAS	2016 101-406-312	COPY & POSTAGE S	COPY PAPER	817235179001	02/04/2016	02/08/2016	300723	37.49
OFFICE DEPOT INC-TXMAS	2016 101-430-310	OFFICE SUPPLIES	EXTERNAL SOUND CARD	818204337001	02/04/2016	02/08/2016	300767	38.99

## ALL RECORDS FROM 02/08/2016 TO 02/08/2016 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
OFFICE DEPOT INC-TXMAS	2016 101-430-310	OFFICE SUPPLIES	FLASH DRIVES	818203830001	02/04/2016	02/08/2016	300767	41.16
OFFICE DEPOT INC-TXMAS	2016 101-430-310	OFFICE SUPPLIES	PENS, SHARPIES	818255370001	02/04/2016	02/08/2016	300799	19.22
OFFICE DEPOT INC-TXMAS	2016 101-430-310	OFFICE SUPPLIES	PENS	818255458001	02/04/2016	02/08/2016	300799	7.58
OFFICE DEPOT INC-TXMAS	2016 101-430-310	OFFICE SUPPLIES	INK REFILLS	818255459001	02/04/2016	02/08/2016	300799	5.59
OFFICE DEPOT INC-TXMAS	2016 101-495-310	OFFICE SUPPLIES	DATER REPLACEMENT P	819248021001	02/04/2016	02/08/2016	300807	9.99
OFFICE DEPOT INC-TXMAS	2016 101-495-310	OFFICE SUPPLIES	COMPUTER CASE, CORR	819248917001	02/04/2016	02/08/2016	300807	241.90
OFFICE DEPOT INC-TXMAS	2016 101-495-310	OFFICE SUPPLIES	FOLDERS, PENS, STOR	820980993001	02/04/2016	02/08/2016	300875	179.50
OFFICE DEPOT INC-TXMAS	2016 101-475-310	OFFICE SUPPLIES	SMEAD FILE FOLDERS	816451419001	02/04/2016	02/08/2016	300492	387.10
OFFICE DEPOT INC-TXMAS	2016 101-475-310	OFFICE SUPPLIES	FOLDERS	816378640001	02/04/2016	02/08/2016	300492	174.95-
OFFICE DEPOT INC-TXMAS	2016 101-495-310	OFFICE SUPPLIES	REPLACEMENT PAD	821378963001	02/04/2016	02/08/2016	300807	9.99-
OFFICE DEPOT INC-TXMAS	2016 101-495-310	OFFICE SUPPLIES	PAD	819519942001	02/04/2016	02/08/2016	300807	4.49-
OFFICE DEPOT INC-TXMAS	2016 101-495-310	OFFICE SUPPLIES	STORAGE BOXES	819655742001	02/04/2016	02/08/2016	300807	21.46-
OFFICE DEPOT INC-TXMAS	2016 101-475-310	OFFICE SUPPLIES	FILE POCKETS	817208097001	02/04/2016	02/08/2016	300721	392.96
OFFICE DEPOT INC-TXMAS	2016 101-407-312	COMPUTER SUPPLIE	BATTERIES, INK	821011092001	02/05/2016	02/08/2016	300877	198.89
OFFICE OF THE ATTORNEY	2016 101-475-428	TRAVEL/CONFERENC	CRIME VICTIM SERVIC	WILLIAMS, KA	02/04/2016	02/08/2016		285.00
OMNI CORPUS CHRISTI	2016 101-475-428	TRAVEL/CONFERENC	CRIME VICTIM SERVIC	WILLIAMS, KA	02/04/2016	02/08/2016		362.25
OTIS ELEVATOR COMPANY	2016 101-512-452	MAINT CONTRACT -	02/01/16 - 02/29/16	TD07724216	01/27/2016	02/08/2016		579.35
OTIS ELEVATOR COMPANY	2016 101-512-452	MAINT CONTRACT -	ANNUAL OEI STATE IN	TD27371001	02/05/2016	02/08/2016	300900	399.00
OWEN HARDWARE INC	2016 101-512-445	REPAIRS & MAINT	DRILL TAP, DRILL BI	AA46148	02/02/2016	02/08/2016		23.67
OWEN HARDWARE INC	2016 101-512-445	REPAIRS & MAINT	CABLE	AA46196	02/02/2016	02/08/2016		9.20
OWEN HARDWARE INC	2016 101-512-445	REPAIRS & MAINT	SCREWS, DOOR PULL	AA46120	02/02/2016	02/08/2016		4.83
PAUL E FULBRIGHT ATTY	2016 101-435-411	COURT APPOINTED	HENDERSON, BRANDY L	33166	01/28/2016	02/08/2016		300.00
PAUL E FULBRIGHT ATTY	2016 101-425-411	COURT APPOINTED	HOOVER, EMILY	72200	01/27/2016	02/08/2016		200.00
PAUL E FULBRIGHT ATTY	2016 101-425-485	OTHER LITIGATION	HOOVER, EMILY	72200	01/27/2016	02/08/2016		1.00
PAUL E FULBRIGHT ATTY	2016 101-435-411	COURT APPOINTED	JONES, KENNY RAY	35192 (2)	02/01/2016	02/08/2016		150.00
PAUL E FULBRIGHT ATTY	2016 101-430-411	COURT APPOINTED	MCCARTY, TIFFANY	36260	02/05/2016	02/08/2016		1,237.50
PAUL E FULBRIGHT ATTY	2016 101-430-485	OTHER LITIGATION	MCCARTY, TIFFANY	36260	02/05/2016	02/08/2016		3.00
PAUL E FULBRIGHT ATTY	2016 101-430-485	OTHER LITIGATION	MASSINGALE, MATTHEW	36248	02/05/2016	02/08/2016		7.00
PAUL E FULBRIGHT ATTY	2016 101-430-411	COURT APPOINTED	MASSINGALE, MATTHEW	36248	02/05/2016	02/08/2016		1,037.50
PCMG, INC.	2016 101-560-340	INVESTIGATIVE /	DVD-R	S93932090101	02/04/2016	02/08/2016	300694	320.00
PCMG, INC.	2016 101-512-310	OFFICE SUPPLIES	BROTHER COLOR PRINT	S94285690101	02/04/2016	02/08/2016	300833	275.00
PCMG, INC.	2016 101-512-310	OFFICE SUPPLIES	SHIPPING	S94285690101	02/04/2016	02/08/2016	300833	10.00
PCMG, INC.	2016 101-560-310	OFFICE SUPPLIES	2GB MEMORY	S94050690101	02/04/2016	02/08/2016	300742	132.00
PCMG, INC.	2016 101-560-310	OFFICE SUPPLIES	BROTHER PRINTER	S94050690101	02/04/2016	02/08/2016	300742	435.00
PCMG, INC.	2016 101-560-310	OFFICE SUPPLIES	SHIPPING	S94050690101	02/04/2016	02/08/2016	300742	35.00
PCMG, INC.	2016 101-560-310	OFFICE SUPPLIES	BELT UNIT	S94329630101	02/04/2016	02/08/2016	300853	112.00
PCMG, INC.	2016 101-560-310	OFFICE SUPPLIES	WASTE TONER PACKAGE	S94329630101	02/04/2016	02/08/2016	300853	26.99
PCMG, INC.	2016 101-560-310	OFFICE SUPPLIES	SHIPPING	S94329630101	02/04/2016	02/08/2016	300853	7.00
PURDY, ARNES	2016 101-410-454	MAINT CONTRACT -	CH YARD MAINTENANCE	4881	02/03/2016	02/08/2016		200.00
PURDY, ARNES	2016 101-411-454	MAINT CONTRACT -	ANNEX YARD MAINTENA	4880	02/03/2016	02/08/2016		300.00
REPUBLIC SERVICES #069	2016 101-410-430	UTILITIES	3-0069-0052337 - JA	0069-0008006	02/02/2016	02/08/2016		953.39
ROBLES LAW FIRM	2016 101-435-411	COURT APPOINTED	TUCKER, WILLIAM	36404	01/29/2016	02/08/2016		650.00
ROBLES LAW FIRM	2016 101-430-411	COURT APPOINTED	PARRISH, BRANDON	34808	02/02/2016	02/08/2016		200.00
ROBLES LAW FIRM	2016 101-425-411	COURT APPOINTED	LEWIS, MICHAEL	72485	02/03/2016	02/08/2016		200.00
SANTA FE DISTRIBUTING I	2016 101-560-445	REPAIRS & MAINT	SHIPPING	00245489A	02/04/2016	02/08/2016	300840	43.22
SANTA FE DISTRIBUTING I	2016 101-560-445	REPAIRS & MAINT	SB4US SNAP GROMMET	00245489A	02/04/2016	02/08/2016	300840	7.30
SANTA FE DISTRIBUTING I	2016 101-560-445	REPAIRS & MAINT	BLUE BUTT CONNECTOR	00245489A	02/04/2016	02/08/2016	300840	8.26
SANTA FE DISTRIBUTING I	2016 101-560-445	REPAIRS & MAINT	RED BUTT CONNECTOR	00245489A	02/04/2016	02/08/2016	300840	18.50
SANTA FE DISTRIBUTING I	2016 101-560-445	REPAIRS & MAINT	8GA QUICK DISCONN	00245489A	02/04/2016	02/08/2016	300840	21.96
SANTA FE DISTRIBUTING I	2016 101-560-445	REPAIRS & MAINT	WAFER HEAD SCREW 3/	00245489A	02/04/2016	02/08/2016	300840	11.02
SANTA FE DISTRIBUTING I	2016 101-560-446	REPAIRS & MAINT	LAIRD ANTENNA MOUNT	00245489A	02/04/2016	02/08/2016	300840	7.99
SANTA FE DISTRIBUTING I	2016 101-560-446	REPAIRS & MAINT	LAIRD PORTABLE ANTE	00245489A	02/04/2016	02/08/2016	300840	21.72
SANTA FE DISTRIBUTING I	2016 101-560-446	REPAIRS & MAINT	LAIRD ANTENNA	00245489A	02/04/2016	02/08/2016	300840	124.78
SANTA FE DISTRIBUTING I	2016 101-560-446	REPAIRS & MAINT	LARSEN 2.4G ANTENNA	00245489A	02/04/2016	02/08/2016	300840	19.91
SHERIFF, PETTY CASH	2016 101-512-465	EXTRADITION OF P	INTELL MEETING - DO	11/24/15	02/02/2016	02/08/2016		13.40

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VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
SHERWIN-WILLIAMS COMPAN	2016 101-512-445	REPAIRS & MAINT	5 GAL BLUE PAINT	1002-1	02/05/2016	02/08/2016	300576	2,099.00
SHERWIN-WILLIAMS COMPAN	2016 101-512-445	REPAIRS & MAINT	5 GAL WHITE PAINT	1002-1	02/05/2016	02/08/2016	300576	2,717.40
SHERWIN-WILLIAMS COMPAN	2016 101-512-445	REPAIRS & MAINT	5 GAL REPOSE GRAY	1002-1	02/05/2016	02/08/2016	300576	291.15
SIMMONS GUN SPECIALITIE	2016 101-560-429	TRAINING - FIRIN	FEDERAL PREMIUM LE	9LBEG/00	02/04/2016	02/08/2016	300836	438.00
SIMMONS GUN SPECIALITIE	2016 101-560-429	TRAINING - FIRIN	SHIPPING	9LBEG/00	02/04/2016	02/08/2016	300836	2.95
SOUTHERN HEALTH PARTNER	2016 101-512-471	INMATE PHYSICIAN	DEC 2015	MISC1640	01/27/2016	02/08/2016		6,415.92
SPIT SHINE FLOORS	2016 101-411-459	MAINT CONTRACT -	01/05/16 - 01/29/16	3795	01/27/2016	02/08/2016		480.00
STULL, ROY LINDY	2016 101-403-310	OFFICE SUPPLIES	BLUE PROBATE FOLDER	14865	02/04/2016	02/08/2016	300638	337.50
STULL, ROY LINDY	2016 101-403-310	OFFICE SUPPLIES	SHIPPING	14865	02/04/2016	02/08/2016	300638	29.07
SUSAN A WALDRIP COURT R	2016 101-425-412	COURT REPORTER	72438	10191	01/28/2016	02/08/2016		590.00
SUSAN A WALDRIP COURT R	2016 101-435-412	TRANSCRIPTS	36257, 32327, 23841	10171	01/28/2016	02/08/2016		1,180.00
SUSAN A WALDRIP COURT R	2016 101-435-412	TRANSCRIPTS	36437, 36324	10212	01/28/2016	02/08/2016		590.00
SUSAN A WALDRIP COURT R	2016 101-425-412	COURT REPORTER	70685	10195	02/03/2016	02/08/2016		885.00
TEXAS ASSN OF COUNTIES	2016 101-497-428	TRAVEL/CONFERENC	44TH ANNUAL TREASUR	DOUGLAS, RYA	01/28/2016	02/08/2016		180.00
TEXAS ASSN OF COUNTIES	2016 101-497-428	TRAVEL/CONFERENC	44TH ANNUAL TREASUR	MCCOLLUM, JA	01/28/2016	02/08/2016		180.00
TEXAS ASSN OF COUNTIES	2016 101-401-419	DUES & SUBSCRIPT	TAC DUES 01/01/16 -	33680	02/02/2016	02/08/2016		1,360.00
TEXAS DISTRICT & COUNTY	2016 101-475-419	DUES & SUBSCRIPT	TCAA DUES 02/01/16	THOMPSON, RO	01/28/2016	02/08/2016		75.00
TEXAS DISTRICT & COUNTY	2016 101-475-419	DUES & SUBSCRIPT	TCAA DUES 02/01/16	PUTMAN, JERR	01/28/2016	02/08/2016		55.00
TEXAS DISTRICT & COUNTY	2016 101-475-419	DUES & SUBSCRIPT	TCAA DUES 02/01/16	ANDREWS, DAN	01/28/2016	02/08/2016		50.00
THE VOGUE ALTERATIONS B	2016 101-560-426	UNIFORMS	ALTERATIONS	426101	02/04/2016	02/08/2016	300792	416.00
THEDFORD OFFICE SUPPLY	2016 101-560-310	OFFICE SUPPLIES	REPAIRED TIME STAMP	27705	02/04/2016	02/08/2016	300775	211.00
THEDFORD OFFICE SUPPLY	2016 101-560-310	OFFICE SUPPLIES	SHIPPING	27705	02/04/2016	02/08/2016	300775	38.78
THEDFORD OFFICE SUPPLY	2016 101-407-459	MAINT CONTRACT -	SERVER WARRANTY 10/	27694	02/04/2016	02/08/2016	300779	159.00
THEDFORD OFFICE SUPPLY	2016 101-407-312	COMPUTER SUPPLIE	HP OFFICEJET PRO	27677	02/04/2016	02/08/2016	300780	119.99
THEDFORD OFFICE SUPPLY	2016 101-407-312	COMPUTER SUPPLIE	WIRELESS MOUSE	27689	02/04/2016	02/08/2016	300819	89.85
THEDFORD OFFICE SUPPLY	2016 101-407-312	COMPUTER SUPPLIE	ETHERNET ADAPTER	27689	02/04/2016	02/08/2016	300819	104.97
THEDFORD OFFICE SUPPLY	2016 101-407-312	COMPUTER SUPPLIE	USB HUB	27689	02/04/2016	02/08/2016	300819	119.97
THEDFORD OFFICE SUPPLY	2016 101-407-312	COMPUTER SUPPLIE	WIRELESS MOUSE	27652	02/04/2016	02/08/2016	300684	29.99
TIM'S TIRES & WHEELS	2016 101-560-445	REPAIRS & MAINT	UNIT 2472 - ROTATED	058920	01/28/2016	02/08/2016		20.00
TROPHIES UNLIMITED	2016 101-560-426	UNIFORMS	NAME TAG - QUALLS,	SIL	02/03/2016	02/08/2016		7.00
US POSTMASTER	2016 101-406-311	POSTAGE	POSTAGE METER REFIL	POSTAGE - FE	02/03/2016	02/08/2016		5,000.00
VERIZON WIRELESS	2016 101-560-451	MAINT CONTRACT -	742078371-00003 12/	9758701780	01/27/2016	02/08/2016		5.95
VERIZON WIRELESS	2016 101-560-430	DATA MODEM SERVI	742078371-00001 12/	9758701778	01/27/2016	02/08/2016		303.98
VICKI GRAY	2016 101-406-422	JP TECHNOLOGY FU	IPAD PRO	REIMB - 01/2	02/03/2016	02/08/2016		1,348.97
VITTER'S TRACTOR INC	2016 101-560-445	REPAIRS & MAINT	U JOINT	50899	02/04/2016	02/08/2016	300669	24.58
VITTER'S TRACTOR INC	2016 101-560-445	REPAIRS & MAINT	6' BLADE	50899	02/04/2016	02/08/2016	300669	66.10
VITTER'S TRACTOR INC	2016 101-560-445	REPAIRS & MAINT	BLADE BOLT	50899	02/04/2016	02/08/2016	300669	28.97
WATKINS DEVELOPMENT COR	2016 101-560-576	CAPITAL IMPROVEM	50 X 60 X 14 PRE-EN	25881	01/27/2016	02/08/2016		2,024.00
WAYTEK, INC	2016 101-560-445	REPAIRS & MAINT	3 AMP ATC FUSE	2287354	02/04/2016	02/08/2016	300635	21.84
WAYTEK, INC	2016 101-560-445	REPAIRS & MAINT	5 AMP ATC FUSE	2287354	02/04/2016	02/08/2016	300635	74.25
WAYTEK, INC	2016 101-560-445	REPAIRS & MAINT	7/16" NYLON CABLE C	2287354	02/04/2016	02/08/2016	300635	4.36
WAYTEK, INC	2016 101-560-445	REPAIRS & MAINT	5/16" NYLON CABLE C	2287354	02/04/2016	02/08/2016	300635	4.28
WAYTEK, INC	2016 101-560-445	REPAIRS & MAINT	.56" ADJUSTABLE CLA	2287354	02/04/2016	02/08/2016	300635	17.19
WAYTEK, INC	2016 101-560-445	REPAIRS & MAINT	SHIPPING	2287354	02/04/2016	02/08/2016	300635	11.95
WEST PUBLISHING CORP	2016 101-475-419	DUES & SUBSCRIPT	1000239353 12/05/15	833282684	01/28/2016	02/08/2016		120.00
WILLIAM (BILLY) RICHARD	2016 101-405-428	TRAVEL/CONFERENC	RENEW PIV CARD - RE	REIMB - 01/2	01/28/2016	02/08/2016		60.05
XEROX CORP - TXMAS	2016 101-403-440	COPIER RENTAL	713627412 - JAN	082993782	02/02/2016	02/08/2016		572.46
XEROX CORP - TXMAS	2016 101-403-440	COPIER RENTAL	713627412 - JAN	082993779	02/02/2016	02/08/2016		318.63
XEROX CORP - TXMAS	2016 101-512-440	COPIER RENTAL	712036656 - FEB	083328476	02/03/2016	02/08/2016		236.96
XEROX CORP - TXMAS	2016 101-495-440	COPIER RENTAL	721466431 - FEB	083200065	02/03/2016	02/08/2016		463.75
XEROX CORP - TXMAS	2016 101-495-310	OFFICE SUPPLIES	721466431 - FEB	083200065	02/03/2016	02/08/2016		12.55
XEROX CORP - TXMAS	2016 101-475-440	COPIER RENTAL	711466359 - FEB	083199947	02/03/2016	02/08/2016		391.75
XEROX CORP - TXMAS	2016 101-475-310	OFFICE SUPPLIES	711466359 - FEB	083199947	02/03/2016	02/08/2016		27.85
XEROX CORP - TXMAS	2016 101-499-440	COPIER RENTAL	711466284 - FEB	083199946	02/03/2016	02/08/2016		171.14
XEROX CORP - TXMAS	2016 101-409-440	COPIER RENTAL	715015608 - FEB	083199981	02/03/2016	02/08/2016		215.10

## ALL RECORDS FROM 02/08/2016 TO 02/08/2016 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
XEROX CORP - TXMAS	2016 101-409-310	OFFICE SUPPLIES	715015608 - FEB	083199981	02/03/2016	02/08/2016		21.70
XEROX CORP - TXMAS	2016 101-403-440	COPIER RENTAL	721494623 - FEB	083200066	02/03/2016	02/08/2016		296.72
XEROX CORP - TXMAS	2016 101-402-440	COPIER RENTAL	721466365 - FEB	083200064	02/03/2016	02/08/2016		302.60
XEROX CORP - TXMAS	2016 101-402-440	COPIER RENTAL	713357077 - FEB	083199957	02/03/2016	02/08/2016		139.92
XEROX CORP - TXMAS	2016 101-499-440	COPIER RENTAL	721386423 - FEB	083200062	02/03/2016	02/08/2016		148.38
XEROX CORP - TXMAS	2016 101-402-440	COPIER RENTAL	721389245 - FEB	083200063	02/03/2016	02/08/2016		258.84
XEROX CORP - TXMAS	2016 101-406-422	JP TECHNOLOGY FU	705029833 - FEB	083199922	02/03/2016	02/08/2016		171.14
XEROX CORP - TXMAS	2016 101-403-440	COPIER RENTAL	713627412 - FEB	083199959	02/03/2016	02/08/2016		132.64
XEROX CORP - TXMAS	2016 101-560-440	COPIER RENTAL	713338473 - FEB	083199956	02/03/2016	02/08/2016		226.30
XEROX CORP - TXMAS	2016 101-403-440	COPIER RENTAL	713627412 - FEB	083199958	02/03/2016	02/08/2016		286.23
XEROX CORP - TXMAS	2016 101-435-440	COPIER RENTAL	714267465 - FEB	083199972	02/03/2016	02/08/2016		152.20
XEROX CORP - TXMAS	2016 101-401-440	COPIER RENTAL	704864040 - FEB	083199921	02/03/2016	02/08/2016		281.50
XEROX CORP - TXMAS	2016 101-401-310	OFFICE SUPPLIES	704864040 - FEB	083199921	02/03/2016	02/08/2016		27.97
XEROX CORP - TXMAS	2016 101-497-440	COPIER RENTAL	712033315 - FEB	083199952	02/03/2016	02/08/2016		327.74
XEROX CORP - TXMAS	2016 101-497-310	OFFICE SUPPLIES	712033315 - FEB	083199952	02/03/2016	02/08/2016		9.92
XEROX CORP - TXMAS	2016 101-430-440	COPIER RENTAL	717941165 - FEB	083200022	02/03/2016	02/08/2016		129.48
XEROX CORP - TXMAS	2016 101-440-440	COPIER RENTAL	705515336 - FEB	083199925	02/03/2016	02/08/2016		398.29
XEROX CORP - TXMAS	2016 101-440-310	OFFICE SUPPLIES	705515336 - FEB	083199925	02/03/2016	02/08/2016		13.34
XEROX CORP - TXMAS	2016 101-421-440	COPIER RENTAL	705177418 - FEB	083199923	02/03/2016	02/08/2016		385.67
XEROX CORP - TXMAS	2016 101-421-360	DEMONSTRATION SU	705177418 - FEB	083199923	02/03/2016	02/08/2016		52.47
XEROX CORP - TXMAS	2016 101-561-440	COPIER RENTAL	720050988 - FEB	083200050	02/03/2016	02/08/2016		184.00
XEROX CORP - TXMAS	2016 101-571-440	COPIER RENTAL	705401511 - FEB	083199924	02/03/2016	02/08/2016		379.29
XEROX CORP - TXMAS	2016 101-571-440	COPIER RENTAL	703607911 - FEB	083199919	02/03/2016	02/08/2016		369.89
XEROX CORP - TXMAS	2016 101-425-440	COPIER RENTAL	656492824 - FEB	083199918	02/03/2016	02/08/2016		208.68
XEROX CORP - TXMAS	2016 101-403-440	COPIER RENTAL	721494623 - FEB	083200067	02/03/2016	02/08/2016		232.61

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**324,829.34**

## ALL RECORDS FROM 02/08/2016 TO 02/08/2016 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
CHELSEA PATE	2016 151-340-010	PROBATION FEES - REFUND		71016	01/28/2016	02/08/2016		100.00
COMMUNITY SUPERVISION	2016 151-571-370	GAS, OIL & REPAI	GAS	01/19/16	02/01/2016	02/08/2016		30.16
COMMUNITY SUPERVISION	2016 151-571-370	GAS, OIL & REPAI	GAS	01/22/16	02/01/2016	02/08/2016		30.33
COMMUNITY SUPERVISION	2016 151-571-370	GAS, OIL & REPAI	GAS	01/22/16	02/01/2016	02/08/2016		10.00
COMMUNITY SUPERVISION	2016 151-571-370	GAS, OIL & REPAI	GAS	01/22/16	02/01/2016	02/08/2016		10.00
COMMUNITY SUPERVISION	2016 151-571-370	GAS, OIL & REPAI	GAS	01/12/16	02/01/2016	02/08/2016		10.00
CORRECTIONS SOFTWARE SO	2016 151-571-315	COMPUTER SERVICE	MAR 2016	30377	02/03/2016	02/08/2016		1,990.00
HELPING OPEN PEOPLES EY	2016 151-572-410	CONTRACT SERVICE	JAN 2016	01/29/16	02/03/2016	02/08/2016		1,600.00
KENNETH RAY BUTLER	2016 151-340-090	PROBATION FEES - REFUND		35834	01/28/2016	02/08/2016		50.00
NAVARRO COUNTY GENERAL	2016 151-571-311	POSTAGE	POSTAGE	DEC 2015	01/28/2016	02/08/2016		127.96
XEROX CORP - TXMAS	2016 151-571-310	DEPARTMENT SUPPL	705401511 - FEB	083199924	02/03/2016	02/08/2016		29.05
XEROX CORP - TXMAS	2016 151-571-310	DEPARTMENT SUPPL	703607911 - FEB	083199919	02/03/2016	02/08/2016		6.27
YOUNG, LINDA F.	2016 151-573-410	CONTRACT SERVICE	SEX OFFENDER TREATM	01/30/16	02/03/2016	02/08/2016		375.00
YOUNG, LINDA F.	2016 151-573-410	CONTRACT SERVICE	SEX OFFENDER TREATM	01/30/16	02/03/2016	02/08/2016		900.00
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ALL RECORDS FROM 02/08/2016 TO 02/08/2016 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
COHEN, PEDRO	2016 161-576-613	COMM BASED-MENTA	3701	5	02/05/2016	02/08/2016		80.00
GRAYSON COUNTY DEPT OF	2016 161-575-671	SECURE POST ADJ	3704	130891	02/05/2016	02/08/2016		3,193.00
LIMESTONE COUNTY JUVENTI	2016 161-575-631	DETENTION/PRE AD	3704, 3718	175-20	02/02/2016	02/08/2016		1,105.00
VERL O CHILDERS JR PH D	2016 161-576-651	MENTAL HEALTH AS	3624	213	02/02/2016	02/08/2016		383.30
VERL O CHILDERS JR PH D	2016 161-576-651	MENTAL HEALTH AS	NO CASE #	214	02/02/2016	02/08/2016		383.30
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								<b>5,144.60</b>

## ALL RECORDS FROM 02/08/2016 TO 02/08/2016 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
APAC TEXAS INC	2016 211-611-376	ROAD MATERIAL	FEMA OCT - YARD	200440096	02/04/2016	02/08/2016		1,001.96
APAC TEXAS INC	2016 211-611-376	ROAD MATERIAL	FEMA OCT - NW0147.	200438468	02/04/2016	02/08/2016		256.04
ARNOLD CRUSHED STONE	2016 211-611-376	ROAD MATERIAL	FEMA OCT - NW1360	231183	02/04/2016	02/08/2016		338.08
ARNOLD CRUSHED STONE	2016 211-611-376	ROAD MATERIAL	FEMA OCT - NW1190	231178	02/04/2016	02/08/2016		337.94
ARNOLD CRUSHED STONE	2016 211-611-376	ROAD MATERIAL	FEMA OCT - YARD	231311	02/04/2016	02/08/2016		233.20
ARNOLD CRUSHED STONE	2016 211-611-376	ROAD MATERIAL	FEMA OCT - YARD	231200	02/04/2016	02/08/2016		237.65
ARNOLD CRUSHED STONE	2016 211-611-376	ROAD MATERIAL	FEMA OCT - YARD	231219	02/04/2016	02/08/2016		250.66
ARNOLD CRUSHED STONE	2016 211-611-376	ROAD MATERIAL	FEMA OCT - BARN	231247	02/04/2016	02/08/2016		599.30
ARNOLD CRUSHED STONE	2016 211-611-376	ROAD MATERIAL	FEMA OCT - NW1180.	231230	02/04/2016	02/08/2016		721.76
AT&TSERVICES INC.	2016 211-611-435	TELEPHONE	287236363034 12/20/	01/27/16	02/01/2016	02/08/2016		51.79
ATWOODS DISTRIBUTING LP	2016 211-611-445	REPAIRS & MAINT	MOTOR OIL, EXHAUST	2355/37	02/04/2016	02/08/2016	300823	293.81
B & B WATER SUPPLY	2016 211-611-430	UTILITIES	4201 HWY 22 12/29/1	262 - JAN	02/03/2016	02/08/2016		35.20
BIG H TIRE SERVICE	2016 211-611-445	REPAIRS & MAINT	UNIT 65 - FLAT, STE	160009	02/03/2016	02/08/2016		31.00
BRAZOS VALLEY EQUIPMENT	2016 211-611-445	REPAIRS & MAINT	BACK HOE - AIR, OIL	144247	02/04/2016	02/08/2016	300855	127.27
COPY CENTER	2016 211-611-495	MISCELLANEOUS	PAPER CLIPS	0148757-001	02/04/2016	02/08/2016	300802	13.49
CORSICANA NAPA AUTO PAR	2016 211-611-445	REPAIRS & MAINT	UNIT 65 - OIL FILTE	056173	02/04/2016	02/08/2016	300814	48.95
CORSICANA NAPA AUTO PAR	2016 211-611-445	REPAIRS & MAINT	UNIT 309 - OIL FILT	056173	02/04/2016	02/08/2016	300814	24.06
CORSICANA NAPA AUTO PAR	2016 211-611-445	REPAIRS & MAINT	UNIT 007 - OIL FILT	056173	02/04/2016	02/08/2016	300814	31.59
HOLT TEXAS LIMITED	2016 211-611-445	REPAIRS & MAINT	MOTOR GRADER - REPA	WIM00061661	02/04/2016	02/08/2016	300790	6,044.55
HOLT TEXAS LIMITED	2016 211-611-445	REPAIRS & MAINT	MOTOR GRADER - REPL	PIM00295220	02/04/2016	02/08/2016	300793	580.37
HOWARD'S FIRE EXTINGUIS	2016 211-611-445	REPAIRS & MAINT	ANNUAL MAINTENANCE	059559	02/04/2016	02/08/2016	300866	508.15
HUFFMAN COMMUNICATIONS	2016 211-611-450	MAINT CONTRACT	MAINTENANCE AGREEME	46224	02/04/2016	02/08/2016		41.13
K & S TIRE, TOWING & RE	2016 211-611-445	REPAIRS & MAINT	HAULED MOTORGRADER	60903	02/04/2016	02/08/2016	300785	500.00
MARTIN MARIETTA MATERIA	2016 211-611-376	ROAD MATERIAL	FEMA OCT - NE2050	16926099	02/04/2016	02/08/2016		1,783.71
MARTIN MARIETTA MATERIA	2016 211-611-376	ROAD MATERIAL	FEMA OCT - NW0100.	16946940	02/04/2016	02/08/2016		4,456.36
MARTIN MARIETTA MATERIA	2016 211-611-376	ROAD MATERIAL	FEMA OCT - NW0020-R	16873819	02/04/2016	02/08/2016		4,929.20
MARTIN MARIETTA MATERIA	2016 211-611-376	ROAD MATERIAL	FEMA OCT - NE0120.	16911439	02/04/2016	02/08/2016		6,784.61
MARTIN MARIETTA MATERIA	2016 211-611-376	ROAD MATERIAL	FEMA OCT - NE0202.	16833061	02/04/2016	02/08/2016		2,892.35
MCCOY'S BUILDING SUPPLY	2016 211-611-375	CULVERTS	FEMA OCT - NE0180 2	5903549	02/04/2016	02/08/2016	300856	529.99
MCKEE LUMBER COMPANY	2016 211-611-445	REPAIRS & MAINT	NW0180 - REPAIRED M	10248315	02/04/2016	02/08/2016		25.36
MOORE TIRE AND WHEEL	2016 211-611-445	REPAIRS & MAINT	TRAILER - P235-75R1	68488	02/04/2016	02/08/2016	300801	111.50
NAVARRO COUNTY ELECTRIC	2016 211-611-430	UTILITIES	4201 HWY 0022 - JAN	192 - 131383	02/04/2016	02/08/2016		123.08
O'REILLY AUTOMOTIVE STO	2016 211-611-445	REPAIRS & MAINT	GEAR PULLER	0763-339867	02/04/2016	02/08/2016		12.99
PRECISION AUTO GLASS	2016 211-611-445	REPAIRS & MAINT	UNIT 11 - INSTALLED	28941	02/04/2016	02/08/2016	300857	180.00
RATTLER ROCK INC	2016 211-611-376	ROAD MATERIAL	FEMA OCT - BARN	112439	02/04/2016	02/08/2016		455.47
RATTLER ROCK INC	2016 211-611-376	ROAD MATERIAL	FEMA OCT - BARN	112428	02/04/2016	02/08/2016		450.72
REPUBLIC SERVICES #069	2016 211-611-430	UTILITIES	3-0069-0052829 - JA	0069-0008007	02/04/2016	02/08/2016		162.23
TIM'S TIRES & WHEELS	2016 211-611-445	REPAIRS & MAINT	TRAILER - TIRE	058882	02/04/2016	02/08/2016		8.00
TIM'S TIRES & WHEELS	2016 211-611-445	REPAIRS & MAINT	UNIT 65 - FLAT	058881	02/04/2016	02/08/2016		25.00
TOMMY MONTGOMERY SAND &	2016 211-611-376	ROAD MATERIAL	FEMA OCT - NW1190.	001706	02/05/2016	02/08/2016		23,244.09
TRUCK PARTS & SERVICE I	2016 211-611-445	REPAIRS & MAINT	UNIT 35 - MASTER DI	21256	02/04/2016	02/08/2016		38.56
TRUCK PARTS & SERVICE I	2016 211-611-445	REPAIRS & MAINT	UNIT 309 - ALTERNAT	21226	02/04/2016	02/08/2016	300787	211.12
WINTERS OIL COMPANY	2016 211-611-370	GAS & OIL	200 GAL GAS, 2000 G	538576	02/04/2016	02/08/2016	300825	2,741.32

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## ALL RECORDS FROM 02/08/2016 TO 02/08/2016 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
ATWOODS DISTRIBUTING LP	2016 212-612-445	REPAIRS & MAINT	HOSE, OIL, LATEX FO	2357/37	02/03/2016	02/08/2016		93.20
B & G AUTO PARTS	2016 212-612-445	REPAIRS & MAINT	UNIT 202 - THERMOST	608040	02/03/2016	02/08/2016		13.00
B & G AUTO PARTS	2016 212-612-445	REPAIRS & MAINT	UNIT 202 - HOSE, SI	608059	02/03/2016	02/08/2016		18.40
B & G AUTO PARTS	2016 212-612-445	REPAIRS & MAINT	SEAL	608066	02/03/2016	02/08/2016		33.90
B & G AUTO PARTS	2016 212-612-445	REPAIRS & MAINT	UNIT 215 - BATTERY	608017	02/04/2016	02/08/2016	300824	129.95
B & G AUTO PARTS	2016 212-612-445	REPAIRS & MAINT	UNIT 20T - LIGHT, F	608017	02/04/2016	02/08/2016	300824	51.05
B & G AUTO PARTS	2016 212-612-445	REPAIRS & MAINT	UNIT 24 - BACKING P	608085	02/04/2016	02/08/2016	300869	145.00
B & G AUTO PARTS	2016 212-612-445	REPAIRS & MAINT	UNIT 128 - BATTERY	608133	02/04/2016	02/08/2016	300890	101.00
HADEN, CAMERON	2016 212-612-445	REPAIRS & MAINT	UNIT 216 - REPAIRED	4205	02/04/2016	02/08/2016	300923	1,188.14
HOWARD'S FIRE EXTINGUIS	2016 212-612-445	REPAIRS & MAINT	ANNUAL MAINTENANCE	059551	02/04/2016	02/08/2016	300885	641.00
HUFFMAN COMMUNICATIONS	2016 212-612-450	MAINT CONTRACT	MAINTENANCE AGREEME	46226	02/03/2016	02/08/2016		41.12
IJS COMPANY	2016 212-612-495	MISCELLANEOUS	TOWEL-ROLL	133136	02/03/2016	02/08/2016		25.54
K & S TIRE, TOWING & RE	2016 212-612-445	REPAIRS & MAINT	UNIT 214 - INSPECTI	61037	02/03/2016	02/08/2016		7.00
KNIFE RIVER CORPORTATIO	2016 212-612-376	ROAD MATERIAL	FEMA OCT - AIRPORT	511294	02/04/2016	02/08/2016		715.82
KNIFE RIVER CORPORTATIO	2016 212-612-376	ROAD MATERIAL	FEMA OCT - AIRPORT	511063	02/04/2016	02/08/2016		741.91
KNIFE RIVER CORPORTATIO	2016 212-612-376	ROAD MATERIAL	FEMA OCT - AIRPORT	510770	02/04/2016	02/08/2016		1,004.19
KNIFE RIVER CORPORTATIO	2016 212-612-376	ROAD MATERIAL	FEMA OCT - AIRPORT	510592	02/04/2016	02/08/2016		1,240.92
KNIFE RIVER CORPORTATIO	2016 212-612-376	ROAD MATERIAL	FEMA OCT - SE3100,	511497	02/04/2016	02/08/2016		889.52
KNIFE RIVER CORPORTATIO	2016 212-612-376	ROAD MATERIAL	FEMA OCT - SE3100,	512039	02/04/2016	02/08/2016		1,093.45
KNIFE RIVER CORPORTATIO	2016 212-612-376	ROAD MATERIAL	FEMA OCT - AIRPORT	511826	02/04/2016	02/08/2016		1,345.14
KNIFE RIVER CORPORTATIO	2016 212-612-376	ROAD MATERIAL	FEMA OCT - SE3100	511697	02/04/2016	02/08/2016		361.06
MCCOY'S BUILDING SUPPLY	2016 212-612-495	MISCELLANEOUS	STAKE FLAGS	5903527	02/04/2016	02/08/2016		7.68
MID TEX FRAME & AXLE	2016 212-612-445	REPAIRS & MAINT	UNIT 216 - ALIGNED	43395	02/04/2016	02/08/2016	300812	213.00
PHILLIPS, ERIC S.	2016 212-612-445	REPAIRS & MAINT	UNIT 24T - P225-75R	232	02/04/2016	02/08/2016	300811	248.00
RDO EQUIPMENT	2016 212-612-445	REPAIRS & MAINT	UNIT 202 - GASKETS,	P79460	02/04/2016	02/08/2016	300837	26.72
TIMCO BLASTING & COATIN	2016 212-612-376	ROAD MATERIAL	FEMA OCT - SE3100,	015976	02/04/2016	02/08/2016		12,413.25
WINTERS OIL COMPANY	2016 212-612-370	GAS & OIL	400 GAL GAS, 1500 G	538586	02/04/2016	02/08/2016	300830	2,378.89
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								25,167.85



## ALL RECORDS FROM 02/08/2016 TO 02/08/2016 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
APAC TEXAS INC	2016 213-613-376	ROAD MATERIAL	FEMA OCT - SE2140.	200442358	02/04/2016	02/08/2016		279.72
BIG H TIRE SERVICE	2016 213-613-445	REPAIRS & MAINT	MOTOR GRADER - FLAT	160010	02/03/2016	02/08/2016		30.00
BIG H TIRE SERVICE	2016 213-613-445	REPAIRS & MAINT	MOUNTED 7 TIRES	160049	02/04/2016	02/08/2016		255.00
CURRENT, JR. JERRY W.	2016 213-613-445	REPAIRS & MAINT	UNIT 318 - 6 TIRES	2828	02/04/2016	02/08/2016	300835	837.00
GEXA ENERGY	2016 213-613-430	UTILITIES	17500 FM 709 12/10/	20437749-4	02/05/2016	02/08/2016		138.70
GEXA ENERGY	2016 213-613-430	UTILITIES	17500 FM 709 GRDL 1	20437749-4	02/05/2016	02/08/2016		20.77
GEXA ENERGY	2016 213-613-430	UTILITIES	17500 FM 709 GRDL 2	20437749-4	02/05/2016	02/08/2016		9.49
GEXA ENERGY	2016 213-613-430	UTILITIES	700 S AUSTIN AVE 12	2057530-3	02/05/2016	02/08/2016		90.96
GILFILLAN HARDWARE	2016 213-613-495	MISCELLANEOUS	UNIT 335 - ARMOR AL	47215/1	02/03/2016	02/08/2016		63.70
HUFFMAN COMMUNICATIONS	2016 213-613-450	MAINT CONTRACT	MAINTENANCE AGREEME	46225	02/04/2016	02/08/2016		41.12
JARVIS-PARIS-MURPHY CO	2016 213-613-445	REPAIRS & MAINT	MOTOR OIL. TRANSMIS	37746	02/03/2016	02/08/2016		79.90
K & S TIRE. TOWING & RE	2016 213-613-445	REPAIRS & MAINT	UNIT 318 - INSPECTI	60968	02/04/2016	02/08/2016		40.00
K & S TIRE. TOWING & RE	2016 213-613-445	REPAIRS & MAINT	UNIT 001 - INSPECTI	60969	02/04/2016	02/08/2016		40.00
K & S TIRE. TOWING & RE	2016 213-613-445	REPAIRS & MAINT	TRAILER - INSPECTIO	60957	02/04/2016	02/08/2016		40.00
K & S TIRE. TOWING & RE	2016 213-613-445	REPAIRS & MAINT	UNIT 316 - INSPECTI	60956	02/04/2016	02/08/2016		40.00
K & S TIRE. TOWING & RE	2016 213-613-445	REPAIRS & MAINT	UNIT 315 - INSPECTI	60959	02/04/2016	02/08/2016		40.00
K & S TIRE. TOWING & RE	2016 213-613-445	REPAIRS & MAINT	UNIT 310 - INSPECTI	60958	02/04/2016	02/08/2016		40.00
KNIFE RIVER CORPORTATIO	2016 213-613-376	ROAD MATERIAL	FEMA OCT - YARD	512314	02/04/2016	02/08/2016		132.45
KNIFE RIVER CORPORTATIO	2016 213-613-376	ROAD MATERIAL	FEMA OCT - SW4250.	511295	02/04/2016	02/08/2016		4,982.09
KNIFE RIVER CORPORTATIO	2016 213-613-376	ROAD MATERIAL	FEMA OCT - SW2383.	510593	02/04/2016	02/08/2016		3,780.97
KNIFE RIVER CORPORTATIO	2016 213-613-376	ROAD MATERIAL	FEMA OCT - SW4160.	511498	02/04/2016	02/08/2016		4,995.29
KNIFE RIVER CORPORTATIO	2016 213-613-376	ROAD MATERIAL	FEMA OCT - SW2230	512041	02/04/2016	02/08/2016		1,607.79
KNIFE RIVER CORPORTATIO	2016 213-613-376	ROAD MATERIAL	FEMA OCT - SW3160.	510771	02/04/2016	02/08/2016		4,676.61
KNIFE RIVER CORPORTATIO	2016 213-613-376	ROAD MATERIAL	FEMA OCT - SW4070.	512040	02/04/2016	02/08/2016		2,621.58
MARTIN MARIETTA MATERIA	2016 213-613-376	ROAD MATERIAL	FEMA OCT - SE2080	16893028	02/04/2016	02/08/2016		1,180.22
MARTIN MARIETTA MATERIA	2016 213-613-376	ROAD MATERIAL	FEMA OCT - SE2340.	16911452	02/04/2016	02/08/2016		523.61
MARTIN MARIETTA MATERIA	2016 213-613-376	ROAD MATERIAL	FEMA OCT - SE1010	16911454	02/04/2016	02/08/2016		8,190.66
MARTIN MARIETTA MATERIA	2016 213-613-376	ROAD MATERIAL	FEMA OCT - RICHLAND	16946948	02/04/2016	02/08/2016		267.83
MARTIN MARIETTA MATERIA	2016 213-613-376	ROAD MATERIAL	FEMA OCT - SE2080	16893019	02/04/2016	02/08/2016		1,577.18
MUESSE, MICHAEL W.	2016 213-613-445	REPAIRS & MAINT	BLASTER. STABILIZER	12JA6206	02/04/2016	02/08/2016		51.89
MUESSE, MICHAEL W.	2016 213-613-445	REPAIRS & MAINT	WRENCH. BEARING. OI	12JA6546	02/04/2016	02/08/2016		15.47
MUESSE, MICHAEL W.	2016 213-613-445	REPAIRS & MAINT	INSPECTION	12JA6889	02/04/2016	02/08/2016		7.00
MUESSE, MICHAEL W.	2016 213-613-445	REPAIRS & MAINT	WIPER BLADES	12JA6944	02/04/2016	02/08/2016		13.42
MUESSE, MICHAEL W.	2016 213-613-445	REPAIRS & MAINT	UNIT 312 - STABILIZ	12JA6929	02/04/2016	02/08/2016	300813	114.96
NELSON PUTMAN PROPANE G	2016 213-613-430	UTILITIES	101.9 GAL PROPANE	C421942	02/04/2016	02/08/2016		208.90
NORTHEAST TEXAS WATER S	2016 213-613-430	UTILITIES	01/04/16 - 02/01/16	00300419 - F	02/04/2016	02/08/2016		35.83
OFFICE DEPOT INC-TXMAS	2016 213-613-495	MISCELLANEOUS	INK	821013183001	02/04/2016	02/08/2016	300878	92.87
PASSION PUTT-PUTTS LLC	2016 213-613-445	REPAIRS & MAINT	REPAIRED OIL PRESSU	01/06/16	02/04/2016	02/08/2016	300692	1,521.00
TOMMY MONTGOMERY SAND &	2016 213-613-376	ROAD MATERIAL	FEMA OCT - SW4250.	001708	02/05/2016	02/08/2016		11,665.09
TRUCK PARTS & SERVICE I	2016 213-613-445	REPAIRS & MAINT	UNIT 314 - CLUTCH	21253	02/04/2016	02/08/2016	300822	2,434.94
WINDSTREAM	2016 213-613-435	TELEPHONE	125020441 01/25/16	2545781106 -	02/04/2016	02/08/2016		111.36
WINDSTREAM	2016 213-613-435	TELEPHONE	125220875 01/22/16	9033623476 -	02/04/2016	02/08/2016		142.89

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53,038.26

## ALL RECORDS FROM 02/08/2016 TO 02/08/2016 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
APAC TEXAS INC	2016 214-614-376	ROAD MATERIAL	FEMA OCT - NW3120	200438432	02/03/2016	02/08/2016		119.88
APAC TEXAS INC	2016 214-614-376	ROAD MATERIAL	FEMA OCT - NW3120.	200438425	02/03/2016	02/08/2016		2,960.00
APAC TEXAS INC	2016 214-614-376	ROAD MATERIAL	FEMA OCT - OAK VALL	200439608	02/03/2016	02/08/2016		3,783.62
ARNOLD CRUSHED STONE	2016 214-614-376	ROAD MATERIAL	FEMA OCT - BGSP	231196	02/03/2016	02/08/2016		489.55
ARNOLD CRUSHED STONE	2016 214-614-376	ROAD MATERIAL	FEMA OCT - BGSP. CR	231173	02/03/2016	02/08/2016		2,095.48
ARNOLD CRUSHED STONE	2016 214-614-376	ROAD MATERIAL	FEMA OCT - NW2120.	231185	02/03/2016	02/08/2016		1,325.18
ARNOLD CRUSHED STONE	2016 214-614-376	ROAD MATERIAL	FEMA OCT - BGSP. NW	231226	02/04/2016	02/08/2016		2,005.84
ARNOLD CRUSHED STONE	2016 214-614-376	ROAD MATERIAL	FEMA OCT - BGSP. NW	231246	02/04/2016	02/08/2016		1,970.61
ARNOLD CRUSHED STONE	2016 214-614-376	ROAD MATERIAL	FEMA OCT - NW2150.	231215	02/04/2016	02/08/2016		1,477.67
ARNOLD CRUSHED STONE	2016 214-614-376	ROAD MATERIAL	FEMA OCT - BGSP	231279	02/04/2016	02/08/2016		121.08
CITY OF BLOOMING GROVE	2016 214-614-430	UTILITIES	EAST SECOND STREET	0002 - JAN	02/04/2016	02/08/2016		89.59
GEXA ENERGY	2016 214-614-430	UTILITIES	104 2ND ST BARN 12/	20444062-4	02/05/2016	02/08/2016		29.98
GEXA ENERGY	2016 214-614-430	UTILITIES	104 2ND ST GRDL 175	20444062-4	02/05/2016	02/08/2016		11.04
HADEN, CAMERON	2016 214-614-445	REPAIRS & MAINT	MOTOR GRADER - REPL	4202	02/04/2016	02/08/2016	300919	786.39
HUFFMAN COMMUNICATIONS	2016 214-614-450	MAINT CONTRACT	MAINTENANCE AGREEME	46227	02/04/2016	02/08/2016		41.13
K & S TIRE, TOWING & RE	2016 214-614-445	REPAIRS & MAINT	UNIT 47 - 2 TIRES	61041	02/04/2016	02/08/2016	300876	777.04
KNIFE RIVER CORPORTATIO	2016 214-614-376	ROAD MATERIAL	FEMA OCT - SW2040	509235	02/03/2016	02/08/2016		744.99
TIMCO BLASTING & COATIN	2016 214-614-376	ROAD MATERIAL	FEMA OCT - SW3060.	015975	02/04/2016	02/08/2016		15,839.64
TOMMY MONTGOMERY SAND &	2016 214-614-376	ROAD MATERIAL	FEMA OCT - 99 LOADS	001704	02/04/2016	02/08/2016		14,850.00
TOMMY MONTGOMERY SAND &	2016 214-614-376	ROAD MATERIAL	FEMA OCT - CR4250.	001709	02/05/2016	02/08/2016		52,063.15
TOMMY MONTGOMERY SAND &	2016 214-614-376	ROAD MATERIAL	FEMA OCT - 72 LOADS	001710	02/05/2016	02/08/2016		10,800.00
TOMMY MONTGOMERY SAND &	2016 214-614-376	ROAD MATERIAL	FEMA OCT - BGSP	001708	02/05/2016	02/08/2016		2,328.53
TRUCK PARTS & SERVICE I	2016 214-614-445	REPAIRS & MAINT	UNIT 43 - CABLE	21301	02/04/2016	02/08/2016	300850	95.00
TRUCK PARTS & SERVICE I	2016 214-614-445	REPAIRS & MAINT	SHIPPING	21301	02/04/2016	02/08/2016	300850	28.77
WILLIAMS GIN & GRAIN CO	2016 214-614-495	MISCELLANEOUS	GLOVES	327046	02/04/2016	02/08/2016		11.50
WILLIAMS GIN & GRAIN CO	2016 214-614-445	REPAIRS & MAINT	FUEL TANK FUSE	327466	02/04/2016	02/08/2016		2.40
WINDSTREAM	2016 214-614-435	TELEPHONE	125287122 01/19/16	9036952513 -	02/04/2016	02/08/2016		56.53

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114,904.59

## ALL RECORDS FROM 02/08/2016 TO 02/08/2016 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
ATMOS ENERGY	2016 317-516-418	FACILITIES	900060588 12/19/15	3027278267 -	02/03/2016	02/08/2016		287.99
CANADIAN COUNTY SHERIFF	2016 317-529-120	OVERTIME	LAFFOON, MICHAEL 32	DEC 2015	02/03/2016	02/08/2016		1,006.08
DALLAS COUNTY SHERIFF'S	2016 317-526-120	OVERTIME	CASTILLO, PETE 12.5	DEC 2015	02/03/2016	02/08/2016		560.93
DALLAS COUNTY SHERIFF'S	2016 317-523-120	OVERTIME	SWANSON, JOSEPH 5 0	DEC 2015	02/03/2016	02/08/2016		229.00
DANNIE PATRICK CAUBLE	2016 317-520-411	SERVICES	01/01/16 - 01/31/16	2016-1	02/03/2016	02/08/2016		1,849.64
FEDEX - TXMAS	2016 317-516-411	SERVICES	2934-0047-4	5-294-91734	01/27/2016	02/08/2016		47.70
FEDEX - TXMAS	2016 317-516-411	SERVICES	2934-0047-4	5-302-30004	02/02/2016	02/08/2016		54.51
GEXA ENERGY	2016 317-516-418	FACILITIES	8404 ESTERS BLVD 12	20484457-4	02/05/2016	02/08/2016		2,017.89
INTEGRATED ACCESS SYSTE	2016 317-516-411	SERVICES	REPAIRED CAMERA	37290	02/03/2016	02/08/2016		175.00
JOHN DENK	2016 317-515-428	TRAVEL	ADMINISTRATIVE REVI	REIMB - 01/2	02/03/2016	02/08/2016		370.70
LANCE SUMPTER	2016 317-515-428	TRAVEL	ADMINISTRATIVE REVI	REIMB - 01/2	02/03/2016	02/08/2016		675.63
MARSHALL POLICE DEPT	2016 317-521-120	OVERTIME	CLAYTON, LT PATRICK	DEC 2015	02/03/2016	02/08/2016		164.24
OFFICE DEPOT INC-TXMAS	2016 317-524-310	SUPPLIES	SPEAKERS, COPY PAPE	817557048001	02/04/2016	02/08/2016	300761	178.80
OFFICE DEPOT INC-TXMAS	2016 317-533-310	SUPPLIES	HARD DRIVE	817105660001	02/04/2016	02/08/2016	300734	143.99
OFFICE DEPOT INC-TXMAS	2016 317-526-310	SUPPLIES	COPY PAPER, HIGHLIG	816933628001	02/04/2016	02/08/2016	300732	338.62
OFFICE DEPOT INC-TXMAS	2016 317-526-310	SUPPLIES	CALENDAR	816933546001	02/04/2016	02/08/2016	300732	26.71
OFFICE DEPOT INC-TXMAS	2016 317-525-585	EQUIPMENT	SCANSNAP SCANNER	815362101001	02/04/2016	02/08/2016	300718	250.45
OFFICE DEPOT INC-TXMAS	2016 317-525-310	SUPPLIES	PLANNER	817068145001	02/04/2016	02/08/2016	300718	11.39
OFFICE DEPOT INC-TXMAS	2016 317-525-310	SUPPLIES	C BATTERIES	817068209001	02/04/2016	02/08/2016	300718	39.08
OFFICE DEPOT INC-TXMAS	2016 317-525-310	SUPPLIES	C BATTERIES	817068209002	02/04/2016	02/08/2016	300718	19.54
OFFICE DEPOT INC-TXMAS	2016 317-525-310	SUPPLIES	INK CARTRIDGE	815246006001	02/04/2016	02/08/2016	300719	52.78
OFFICE DEPOT INC-TXMAS	2016 317-527-310	OFFICE SUPPLIES	WRITING PADS	815259276001	02/04/2016	02/08/2016	300674	39.13
OFFICE DEPOT INC-TXMAS	2016 317-527-310	OFFICE SUPPLIES	CASE, FOLDING CART	815258881001	02/04/2016	02/08/2016	300674	260.94
OFFICE DEPOT INC-TXMAS	2016 317-527-310	OFFICE SUPPLIES	BATTERIES, FOLDERS,	815259275001	02/04/2016	02/08/2016	300674	445.55
OFFICE DEPOT INC-TXMAS	2016 317-527-310	OFFICE SUPPLIES	3V BATTERY	815259275002	02/04/2016	02/08/2016	300674	41.94
OFFICE DEPOT INC-TXMAS	2016 317-524-310	SUPPLIES	JOURNAL	818480789001	02/04/2016	02/08/2016	300796	57.52
OFFICE DEPOT INC-TXMAS	2016 317-522-310	SUPPLIES	GARMIN	818054714001	02/04/2016	02/08/2016	300762	49.98
OFFICE DEPOT INC-TXMAS	2016 317-517-310	SUPPLIES	TONER, BATTERIES, T	816351488001	02/04/2016	02/08/2016	300707	372.72
OFFICE DEPOT INC-TXMAS	2016 317-526-310	SUPPLIES	GEL PENS	813287801001	02/04/2016	02/08/2016	300673	67.45
OFFICE DEPOT INC-TXMAS	2016 317-526-310	SUPPLIES	ROLLERBALL PENS	813285864001	02/04/2016	02/08/2016	300673	41.56
OFFICE DEPOT INC-TXMAS	2016 317-526-310	SUPPLIES	SCANSNAP SCANNER	813285793001	02/04/2016	02/08/2016	300673	250.45
REPUBLIC SERVICES #794	2016 317-516-418	FACILITIES	8404 ESTERS BLVD -	0794-0108728	02/03/2016	02/08/2016		544.69
STEVE BRANDT	2016 317-515-428	TRAVEL	ADMINISTRATIVE REVI	REIMB - 01/2	02/03/2016	02/08/2016		370.70
TERMINIX	2016 317-516-418	FACILITIES	548336	351635020	02/03/2016	02/08/2016		72.60
VERIZON SOUTHWEST	2016 317-517-411	SERVICES	9729295071 01/01/16	2848031965 -	02/03/2016	02/08/2016		80.28

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11,196.18

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ALL RECORDS FROM 02/08/2016 TO 02/08/2016 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
JASON ALLEN KENDRICK	2016 318-517-412	SERVICES	01/16/16 - 01/31/16 2016-2		02/03/2016	02/08/2016		2,427.76
KEVIN KELLEY	2016 318-516-412	SERVICES	01/16/16 - 01/31/16 2016-2		02/03/2016	02/08/2016		3,774.08
LANCE SUMPTER	2016 318-515-412	SERVICES	01/16/16 - 01/31/16 2016-2		02/03/2016	02/08/2016		7,790.40
RUTH L. ASTON	2016 318-517-412	SERVICES	01/16/16 - 01/31/16 2016-2		02/03/2016	02/08/2016		2,699.63
								16,691.87

2434

## ALL RECORDS FROM 02/08/2016 TO 02/08/2016 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
CODY MULDER	2016 701-410-410	PROFESSIONAL SER	01/15/16 - 01/31/16	26	02/04/2016	02/08/2016		4,166.67
LOCHRIDGE PRIEST INC	2016 701-410-445	REPAIRS & MAINT	REPLACED BROKEN BEL	CS144	02/03/2016	02/08/2016		300.00
PHOENIX I RESTORATION A	2016 701-410-576	COURTHOUSE RESTO	PROJECT 50-13-1352	APPLICATION	02/03/2016	02/08/2016		262,223.63
THEDFORD OFFICE SUPPLY	2016 701-410-410	PROFESSIONAL SER	SWING OUT HINGED	18 27669	02/04/2016	02/08/2016	300643	2,995.00
THEDFORD OFFICE SUPPLY	2016 701-410-410	PROFESSIONAL SER	SHIPPING	27669	02/04/2016	02/08/2016	300643	100.00
								-----
								269,785.30
<b>TOTAL PAYABLES</b>								<b>887,500.37</b>

2435 Sherry

I, GAIL SMITH, PCC, NAVARRO COUNTY TAX ASSESSOR/COLLECTOR, DO HEREBY SWEAR UNDER OATH, THAT  
THE ATTACHED REPORT IS A TRUE AND CORRECT REPORT.

TOTAL PAGES INCLUDING COVER SHEET 6

#1

NAVARRO COUNTY, TEXAS  
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING JANUARY 2016

2-1136

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	RENTION PENALTY CAD %	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
NAVARRO COUNTY									
CURRENT	6,251,858.79		6.75	6,251,865.54		533.14	6,251,332.40		18,321,903.45
DELINQUENT	18,394.30		5,996.15	24,390.45			24,390.45	4,960.28	%
TOTAL	6,270,253.09		6,002.90	6,276,255.99		533.14	6,275,722.85	4,960.28	34.13%
NAVARRO COLLEGE									
CURRENT	1,197,955.88		1.27	1,197,957.15		100.63	1,197,856.52		3,546,946.98
DELINQUENT	3,626.36		1,202.42	4,828.78			4,828.78	968.41	%
TOTAL	1,201,582.24		1,203.69	1,202,785.93		100.63	1,202,685.30	968.41	33.78%
CITY OF RICE									
CURRENT	48,614.54		-	48,614.54	243.07	6.46	48,365.01		177,673.85
DELINQUENT	247.02		67.12	314.14	18.03		296.11	62.13	%
TOTAL	48,861.56		67.12	48,928.68	261.10	6.46	48,661.12	62.13	27.37%
CITY OF KERENS									
CURRENT	56,692.46		52.73	56,639.73		11.04	56,628.69		274,210.33
DELINQUENT	303.32		76.10	379.42			379.42	75.89	%
TOTAL	56,995.78		52.73	57,019.15		11.04	57,008.11	75.89	20.68%
CITY OF CORSICANA									
CURRENT	2,673,438.80		-	2,673,438.80		497.41	2,672,941.39		8,097,886.05
DELINQUENT	6,632.41		2,746.23	9,378.64			9,378.64	1,697.68	%
TOTAL	2,680,071.21		2,746.23	2,682,817.44		497.41	2,682,320.03	1,697.68	33.02%

NAVARRO COUNTY, TEXAS  
 AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING JANUARY 2016

2437

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	RENDITION PENALTY	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
CITY OF BARRY									
CURRENT	3,960.63		-	3,960.63		0	3,960.63		19,113.83
DELINQUENT									
TOTAL	3,960.63		-	3,960.63		0	3,960.63		20.73%
CITY OF EMHOUSE									
CURRENT	2,182.51		-	2,182.51		0	2,182.51		9,006.73
DELINQUENT									
TOTAL	2,182.51		-	2,182.51		0	2,182.51		24.24%
CITY OF RICHLAND									
CURRENT	5,495.56		-	5,495.56			5,495.56		18,890.59
DELINQUENT	69.81		19.01	88.82			88.82	17.20	
TOTAL	5,565.37		19.01	5,584.38		0	5,584.38	17.20	29.10%
CITY OF GOODFLOW									
CURRENT	1,395.33		-	1,395.33	6.99		1,388.34		3,882.54
DELINQUENT	27.38		7.90	35.28	2.11		33.17	2.53	
TOTAL	1,422.71		7.90	1,430.61	9.10	0	1,421.51	2.53	35.94%
CITY OF FROST									
CURRENT	18,002.16	27.17		17,974.99	89.87		17,885.12		83,577.57
DELINQUENT	37.79		8.70	46.49	2.37		44.12	9.30	
TOTAL	18,039.95	27.17	8.70	18,021.48	92.24	0.00	17,929.24	9.30	21.54%
CITY OF DAWSON									
CURRENT	23,776.76			23,776.76		3.24	23,773.52		80,613.73
DELINQUENT	168.17		57.99	226.16			226.16	45.24	
TOTAL	23,944.93		57.99	24,002.92		3.24	23,999.68	45.24	29.50%

TOTAL TAX REPORT  
 Prepared by Gail Smith  
 Navarro County Tax Office



NAVARRO COUNTY, TEXAS  
 AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING JANUARY 2016

2438

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	RENTITION PENALTY	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
CITY-BLOOMING GROVE									
CURRENT	24,750.93			24,750.93			24,750.93		LEVY 101,220.39
DELINQUENT	698.12		168.20	866.32			866.32	170.78	%
TOTAL	25,449.05		168.20	25,617.25		0.00	25,617.25	170.78	24.46%
NAVARRO COUNTY ESD #1									LEVY
CURRENT	52,693.70			52,693.70	263.44	1.14	52,429.12		146,917.35
DELINQUENT	146.56		44.86	191.42	11.96		179.46	35.29	%
TOTAL	52,840.26		44.86	52,885.12	275.40	1.14	52,608.56	35.29	35.87%
BLOOMING GROVE ISD									LEVY
CURRENT	571,859.51		12.15	571,871.66			571,871.66		1,793,302.44
DELINQUENT	1,771.54		650.23	2,421.77			2,421.77	518.77	%
TOTAL	573,631.05		662.38	574,293.43		0	574,293.43	518.77	31.89%
DAWSON ISD									LEVY
CURRENT	974,203.11			974,203.11		11.69	974,191.42		1,866,220.50
DELINQUENT	2,572.77		667.77	3,240.54			3,240.54	618.66	%
TOTAL	976,775.88		667.77	977,443.65		11.69	977,431.96	618.66	52.21%
RICE ISD									LEVY
CURRENT	604,891.81			604,891.81		16.18	604,875.63		1,477,240.46
DELINQUENT	3,231.91		930.48	4,162.39			4,162.39	889.71	%
TOTAL	608,123.72		930.48	609,054.20		16.18	609,038.02	889.71	40.95%

AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING JANUARY 2016

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DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	RENDITION PENALTY	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
CORSICANA ISD	6,185,888.93			6,185,888.93		1,097.01	6,184,791.92		LEVY
CURRENT	16,177.11		5,898.38	22,075.49			22,075.49	4,609.34	19,671,329.30
DELINQUENT									%
TOTAL	6,202,066.04		5,898.38	6,207,964.42		1,097.01	6,206,867.41	4,609.34	31.45%
FROST ISD	474,300.31			474,300.31			474,300.31	1,873.88	LEVY
CURRENT	5,276.75		4,370.15	9,646.90			9,646.90	1,873.88	1,141,861.04
DELINQUENT									%
TOTAL	479,577.06		4,370.15	483,947.21			483,947.21	1,873.88	41.54%
KERENS ISD *	1,101,012.65			1,101,012.65		25.67	1,100,986.98		LEVY
CURRENT	2,841.64		995.81	3,837.45			3,837.45	776.10	2,921,061.40
DELINQUENT	1,103,854.29		995.81	1,104,850.10		25.67	1,104,824.43	776.10	%
TOTAL									37.70%
OLD ROADS									LEVY
CURRENT									%
DELINQUENT									
TOTAL									
GRAND TOTAL	20,335,197.33	79.90	23,927.67	20,359,045.10	637.84	2,303.61	20,356,103.65	17,331.19	

TOTAL COLLECTED 20,376,376.29  
 ROLLBACK TAXES \_\_\_\_\_  
 TAX CERTIFICATES 3,160.00

YR-TO-DATE % CURRENT COLLECTED:

COUNTY	74.54%	CITY - FROST	73.42%
COLLEGE	74.50%	CITY DAWSON	73.21%
RICE	71.55%	CITY-BL GROVE	76.36%
KERENS	69.77%	NC ESD #1	74.85%
CORSICANA	72.84%	B G ISD	72.20%
BARRY	71.33%	DAWSON ISD	76.93%
EMHOUSE	60.10%	RICE ISD	79.96%
RICHLAND	67.43%	CORSICANA ISD	72.40%
GOODLOW	65.43%	FROST ISD	73.94%
		KERENS ISD	75.16%

NAVARRO COUNTY, TEXAS  
 AD VALOREM TAXES COLLECTED DURING THE MONTH OF JANUARY 2016

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CURRENT TAXES	TAXES	PENALTY & INTEREST	SUBTOTAL	RENDITION PENALTY CAD %	NET TAXES DUE	MEMO ONLY ATTORNEY FEES
COUNTY	5,098,594.53	5.49	5,098,600.02	434.42	5,098,165.60	
ROAD & BRIDGE	1,063,120.21	1.16	1,063,121.37	91.12	1,063,030.25	
FLOOD CONTROL	90,144.05	0.10	90,144.15	7.60	90,136.55	
<b>TOTAL</b>	<b>6,251,858.79</b>	<b>6.75</b>	<b>6,251,865.54</b>	<b>533.14</b>	<b>6,251,332.40</b>	<b>-</b>
DELINQUENT TAXES						
COUNTY	15,005.73	4,879.59	19,885.32	-	19,885.32	4,043.17
STATE	-	-	-	-	-	-
ROAD & BRIDGE	3,131.21	1,033.14	4,164.35	-	4,164.35	847.70
FLOOD CONTROL	257.36	83.42	340.78	-	340.78	69.41
<b>TOTAL</b>	<b>18,394.30</b>	<b>5,996.15</b>	<b>24,390.45</b>	<b>-</b>	<b>24,390.45</b>	<b>4,960.28</b>
TOTAL ALLOCATION						
COUNTY	5,113,600.26	4,885.08	5,118,485.34	434.42	5,118,050.92	4,043.17
STATE		-		-		
ROAD & BRIDGE	1,066,251.42	1,034.30	1,067,285.72	91.12	1,067,194.60	847.70
FLOOD CONTROL	90,401.41	83.52	90,484.93	7.60	90,477.33	69.41
<b>TOTAL</b>	<b>6,270,253.09</b>	<b>6,002.90</b>	<b>6,276,255.99</b>	<b>533.14</b>	<b>6,275,722.85</b>	<b>4,960.28</b>

COUNTY TAX REPORT  
 Prepared by Gail Smith  
 Navarro County Tax Office

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AFFIDAVIT SUBMITTED BY  
Ryan Douglas  
NAVARRO COUNTY TREASURER

STATE OF TEXAS

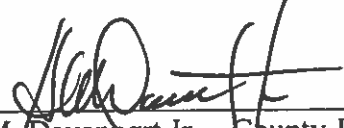
COUNTY OF NAVARRO


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.

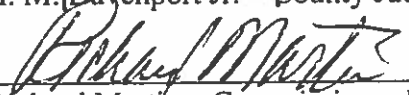
I, Ryan Douglas, the Navarro County Treasurer, on this 8th day of February, 2016 present to the Navarro County Commissioners Court the Monthly Financial Report for the month ending on December 31, 2015 for the court to review and approve. This report is in compliance with section 114.026 of the Local 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 8th day of February, 2016.

  
\_\_\_\_\_  
H. M. Davenport Jr. - County Judge

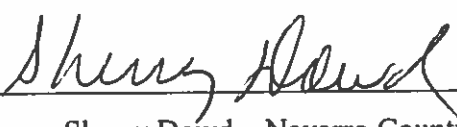
  
\_\_\_\_\_  
Jason Grant - Commissioner Pct 1

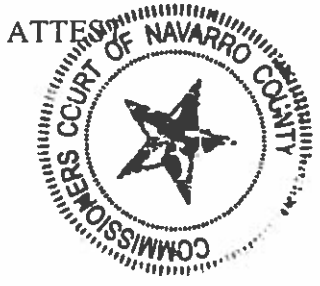
  
\_\_\_\_\_  
Richard Martin - Commissioner Pct 2

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

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

SWORN AND SUBSCRIBED TO BEFORE ME, this 8th day of February, 2016 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




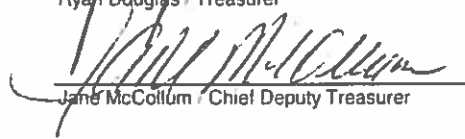
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NAVARRO COUNTY, TEXAS  
 REPORT OF CASH AND INVESTMENTS  
 FOR THE MONTH OF DECEMBER, 2015

FUND	BEGINNING BALANCE	RECEIPTS	BANK INTEREST	DISBURSEMENTS	ENDING BALANCE	TEX POOL BEGINNING BAL	TEX POOL DEP/WD	TEX POOL INTEREST	TEX POOL ENDING BAL	TOTAL
GENERAL	6,120,164.31	2,162,463.21	2,702.59	3,102,607.77	5,182,722.34	825,894.42	-	194.63	825,899.05	6,008,311.39
COMMUNITY SUPERVISION	203,002.26	158,193.42	119.41	92,562.45	268,752.64	91,853.02	-	21.53	91,874.55	360,127.19
JUVENILE PROBATION	53,980.88	30,837.00	28.40	24,034.17	60,812.11	85,875.98	-	8.50	85,884.48	95,696.59
FLOOD CONTROL	950,379.82	25,949.72	409.59	8,740.00	967,999.13	2,120.24	-	0.48	2,120.72	970,119.85
ROAD & BRIDGE - PCT 1	114,742.51	259,938.90	72.95	170,192.43	204,561.93	80,577.35	-	7.21	80,584.56	235,146.49
ROAD & BRIDGE - PCT 2	154,610.95	83,638.98	63.96	124,696.13	113,617.76	75,828.70	-	17.87	75,846.57	189,462.33
ROAD & BRIDGE - PCT 3	92,061.16	189,888.09	31.67	245,511.23	36,469.69	64,200.12	-	15.29	64,215.41	101,351.10
ROAD & BRIDGE - PCT 4	249,713.08	83,605.67	100.20	179,787.65	153,631.30	75,101.99	-	17.70	75,119.69	228,750.39
H.I.D.T.A.	15,766.10	228,006.67	6.67	229,944.84	14,834.60	-	-	-	-	14,834.60
H.I.D.T.A. SEIZURE	2,104.69	-	0.89	-	2,105.58	1,867.18	-	0.33	1,867.51	3,773.09
DEBT SERVICE	85,745.97	58,099.74	53.13	-	143,898.84	2,142.41	-	0.49	2,142.90	146,041.74
CAPITAL PROJECTS	6,113.68	-	2.60	-	6,116.28	10,149.31	-	2.40	10,151.71	16,267.99
SHERIFF SEIZURE	143,291.80	2,796.90	60.79	3,451.77	142,697.72	148,361.37	-	34.98	148,396.35	291,093.07
DISTRICT ATTY FORF	63,496.65	7,788.00	29.63	2,796.90	68,517.38	110,344.01	-	26.03	110,370.04	178,987.42
HEALTH INSURANCE	284,425.36	268,091.92	108.33	264,739.61	287,886.00	11,750.07	-	2.75	11,752.82	299,638.82
ECONOMIC DEVELOPMENT	-	-	-	-	-	2,142.05	-	0.48	2,142.53	2,142.53
TRUST	1,517,266.07	24,903.58	672.99	34,203.54	1,508,639.10	257,584.71	-	60.73	257,645.44	1,766,264.54
LAKE TRUST	234.58	-	0.10	-	234.68	83,539.65	-	22.07	83,561.72	93,790.40
REVOLVING & CLEARING	1,152,511.22	1,856,080.65	518.55	1,818,938.95	1,130,171.47	750.03	-	0.23	750.26	1,130,921.73
PAYROLL FUND	12,435.87	1,035,985.70	83.15	1,036,022.70	12,482.02	-	-	-	-	12,482.02
DISBURSEMENT FUND	58,685.61	3,194,879.22	229.56	3,203,080.26	50,714.13	-	-	-	-	50,714.13
2014 GO BONDS	280,318.06	396,540.70	117.49	434,223.47	242,752.78	-	-	-	-	242,752.78
<b>TOTAL</b>	<b>11,561,050.63</b>	<b>10,067,688.07</b>	<b>5,412.65</b>	<b>10,974,533.87</b>	<b>10,659,617.48</b>	<b>1,830,463.01</b>	<b>-</b>	<b>433.70</b>	<b>1,830,922.71</b>	<b>12,499,540.19</b>

INTEREST EARNED:	CURRENT MONTH	YTD
	5,846.35	17,479.11

  
 Ryan Douglas, Treasurer

  
 Jane McCallum, Chief Deputy Treasurer

1-15-16  
 Date

1-15-16  
 Date

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# NAVARRO COUNTY

ELMER TANNER  
SHERIFF



MORRIS STEWARD  
CHIEF DEPUTY

## SHERIFF'S OFFICE

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

To: Navarro County Commissioner's Court

From: Sheriff Elmer Tanner

Re: Racial Profiling Data for 2015

In order to comply with article 2.134 Texas Criminal law, each law enforcement agency must report to its respective governing body (Navarro County Commissioner's Court) as stated "a law enforcement agency shall compile and analyze the information contained in each report received by an agency under Article 2.133, no later than March 1 of each year, each law enforcement agency shall submit a report containing the information compiled during the previous calendar year to the governing body of each county or municipality served by the agency in a manner approved by the agency.

The Navarro County Sheriff's Dept. received no complaints of racial discrimination for the calendar year 2015.

We respectfully submit our report for calendar year 2015

A handwritten signature in cursive script that reads "Elmer Tanner".

Elmer Tanner

# TIER 1 - PARTIAL EXEMPTION RACIAL PROFILING REPORT

**Agency Name:** NAVARRO CO. SHERIFF'S OFFICE  
**Reporting Date:** 02/03/2016  
**TCOLE Agency Number:** 349100  
**Chief Administrator:** ELMER TANNER  
**Agency Contact Information:** Phone: 903 654 3001  
Mailing Address:  
NAVARRO CO. SHERIFF'S OFFICE  
312 W. 2nd. Ave.  
Corsicana, TX 75110

This Agency claims partial racial profiling report exemption because:

Our vehicles that conduct motor vehicle stops are equipped with video and audio equipment and we maintain videos for 90 days.

## Certification to This Report 2.132 (Tier 1) – Partial Exemption

### Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling

NAVARRO CO. SHERIFF'S OFFICE has adopted a detailed written policy on racial profiling. Our policy:

- (1) clearly defines acts constituting racial profiling;
- (2) strictly prohibits peace officers employed by the NAVARRO CO. SHERIFF'S OFFICE from engaging in racial profiling;
- (3) implements a process by which an individual may file a complaint with the NAVARRO CO. SHERIFF'S OFFICE if the individual believes that a peace officer employed by the NAVARRO CO. SHERIFF'S OFFICE has engaged in racial profiling with respect to the individual;
- (4) provides public education relating to the agency's complaint process;
- (5) requires appropriate corrective action to be taken against a peace officer employed by the NAVARRO CO. SHERIFF'S OFFICE who, after an investigation, is shown to have engaged in racial profiling in violation of the NAVARRO CO. SHERIFF'S OFFICE's policy adopted under this article;
- (6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
  - (A) the race or ethnicity of the individual detained;
  - (B) whether a search was conducted and, if so, whether the individual detained consented to the search; and

**NAVARRO CO. SHERIFF'S OFFICE Motor Vehicle Racial Profiling Information**

**Number of motor vehicle stops:**

- 1. 1756 citation only
- 2. 0 arrest only
- 3. 8 both
- 4. 1764 Total (4, 11, 14 and 17 must be equal)

**Race or Ethnicity:**

- 5. 262 African
- 6. 5 Asian
- 7. 1390 Caucasian
- 8. 105 Hispanic
- 9. 1 Middle Eastern
- 10. 1 Native American
- 11. 1764 Total (lines 4, 11, 14 and 17 must be equal)

**Race or Ethnicity known prior to stop?**

- 12. 0 Yes
- 13. 1764 No
- 14. 1764 Total (lines 4, 11, 14 and 17 must be equal)

**Search conducted?**

- 15. 161 Yes
- 16. 1603 No
- 17. 1764 Total (lines 4, 11, 14 and 17 must be equal)

**Was search consented?**

- 18. 132 Yes
- 19. 29 No
- 20. 161 Total (must equal line 15)



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(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

(A) the Commission on Law Enforcement; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

**I certify these policies are in effect.**

Executed by: ELMER TANNER

Chief Administrator

NAVARRO CO. SHERIFF'S OFFICE

Date: 02/03/2016

#12

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Sales Contact Information  
SIMMS; WAYNE  
2144788699  
ws9782@us.att.com

**eSign Fax Cover Sheet**

Contract Id: 4708884

**To:** AT&T Automated Fax Handling Service

**From:**

**Fax:** 877-374-4632 or 877-eSignFax

**Total Pages: 6**  
(Excluding Fax Cover Sheet)

Or with Copiers / Scanners w/ email, Send To: [esign@att.com](mailto:esign@att.com)

To sign via fax:

1. Sign, Title and Date the document where applicable,
2. Fax back documents in the following order:
  - I. eSign Fax Cover Sheet for Contract Id: 4708884
  - II. All Pages stamped with Contract Id: 4708884
3. If there are additional documents, use the corresponding eSign Fax Cover Sheet(s) as separator(s) and Fax back as in 2.I and 2.II.

(see Picture below)



Request Id: 1183808  
Contract Id: 4708884



AT&T Fiber Broadband Bundle Express Agreement

The rates, discounts and other provisions in this Agreement are contingent upon signature by both parties on or before April 30, 2016.

For AT&T Administrative Use Only  
 171 Account # \_\_\_\_\_ Master Customer # \_\_\_\_\_ Doc Viewer ID: \_\_\_\_\_ altuid: ws9782  
 Contract ID#: FBB68404-F126620

<b>Company Name ("Customer")</b>	<b>AT&amp;T – Contact For Notices</b>	<b>AT&amp;T Sales Contact - Primary Contact</b>
Legal Name: NAVARRO COUNTY GOVERNMENT	AT&T Corp	Name: WAYNE SIMMS
Street Address: 312 W 1 AVE	One AT&T Way	Street Address: 2200 N GREENVILLE AVE
City: CORSICANA, State: TX Zip: 75110	Bedminster, NJ 07921-0752	City: RICHARDSON, State: TX Zip: 75082
Tel # 9038743728	ATTN: Master Agreement Support Team: mast@att.com	Tel # 2144788699

AGREEMENT TERMS

1. SERVICES

Service	Service Publications* Location
• AT&T Fiber Broadband Bundle (FBB) Express	<a href="http://servicequidenew.att.com/sq_flashPlayerPage/ABN">http://servicequidenew.att.com/sq_flashPlayerPage/ABN</a> (See FBB Express)
• AT&T Business in a Box® Service	

2. AGREEMENT TERM AND EFFECTIVE DATES OF RATES

Term	Term Start Date/Effective Date of Rates and Discounts
2 Years	First day of first full billing cycle following implementation of this Agreement in AT&T's billing system

3. WAIVERS AND CREDITS

Charges Waived	Minimum Retention Period
Waivers as specified in the Service Guide for FBB Express Service	12 months

4. SERVICES COMPONENTS AND RATES (PRICES)

4.1 AT&T Fiber Broadband Bundle Express

Fiber Broadband Bundle Express	Concurrent Calls (per FBB Express)	Interstate (Inter- and IntraLATA) and Intrastate Toll Calling - Included Minutes (per month)	Option 1 and Option 2 – Sites served by Serving Wire Centers in Zone 1, Zone 1a, Zone 2 & Zone 2a Monthly Service Charge
10 Mbps	23	6,900	\$ 812.50
10 Mbps	46	13,800	\$ 1101.39
20 Mbps	10	3,000	\$ 967.78
20 Mbps	23	6,900	\$ 1046.02
20 Mbps	46	13,800	\$ 1184.44
50 Mbps	10	3,000	\$ 1231.39
50 Mbps	23	6,900	\$ 1309.63
50 Mbps	46	13,800	\$ 1448.06
100 Mbps	10	3,000	\$ 1668.34
100 Mbps	23	6,900	\$ 1746.58
100 Mbps	46	13,800	\$ 1885.00
On-Net Calling & Local Off-Net Calling			Unlimited
US Off-Net Calling Charge in Excess of Included Interstate and Intrastate Toll Calling Minutes (per minute)			\$0.0400
International Off-Net Calling Charge (per minute)			Rate table for International Off-Net Outbound Calls as specified in the applicable Service Publication



AT&T Fiber Broadband Bundle Express Agreement

4.2 AT&T Business in a Box

Service Component/Device	On-Site Maintenance (24X7X4) Monthly Charges	Life-Cycle Management Charges - Service Charges	
	Monthly Service Charge	Per Site / Per Occurrence during Standard Business Hours (M - F, 8:00 am- 5:00 pm, local time)	Service Charge List Price
Base Unit 12 Port	\$0.00	Additional Service	\$260.00
8 Port Analog Module Add-On	\$32.00	Delete Service	\$500.00

4.3 Minimum Payment Period

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Componer
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

4.4 **Early Termination Charges:** If Customer terminates any Service Component prior to the expiration of the Term, in addition to liability for all charges incurred through the disconnect of the Service, Customer is liable for the following: i) any of AT&T's unrecoverable time and materials costs, including any third party charges, incurred prior to the effective date of the termination; plus, ii) any unpaid nonrecurring charges; plus, iii) any unbilled usage charges; plus; iv) an Early Termination Fee equal to 50% of the total monthly recurring charges for the Service or Service Component remaining in the Minimum Payment Period ("Early Termination Fee" or "ETF").

5. FBB Express General Terms and Conditions

5.1 AT&T Corp. or its affiliates ("collectively AT&T") will provide Customer the services described in this Agreement ("Services") under the terms of this Agreement, which incorporates-by-reference the terms and conditions set forth under the Service Publication for the Service provided under this Agreement as if originally set forth here. The Service Publications that are incorporated-by-reference are provided at [att.com/servicepublications](http://att.com/servicepublications) by following the product links, or at the link provided above in the Services section and the AT&T Acceptable Use Policy ("AUP") provided at [att.com/aup](http://att.com/aup). AT&T may revise Service Publications at any time. The order of priority of the documents that form this Agreement is: first, these Agreement Terms and the AUP, and then the applicable Service Guides. Customer agrees that it is impractical for AT&T to provide here all the terms and conditions, including rates and charges, which are set forth in the Service Publications, and that AT&T has acted reasonably in providing access to all Service Publications. An "Affiliate" of a party is an entity that controls, is controlled by, or is under common control with such party.

5.2 **Services:** AT&T will provide or arrange to have the Service provided to Customer subject to availability and operational limitations of systems, facilities and equipment. Customer may not resell any component of the Service without AT&T's written consent. Customer will cause Users (i.e. anyone who uses or accesses any Service provided to Customer) to comply with this Agreement and Customer is responsible for their use of the Service or any component of the Service, unless expressly provided to the contrary in a Service Publication. Customer agrees on its behalf and on behalf of its Affiliates and Users that at all time their use will comply with the AUP.

5.3 Customer will in a timely manner allow AT&T to access, or, at Customer's expense, obtain timely access for AT&T to, property (other than public property) and equipment reasonably required to provide the Service. Access includes information and the right to construct, install, repair, maintain, replace and remove access lines and network facilities, and use ancillary equipment space within the building, necessary for Customer's connection to AT&T's network. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and other items required to perform installation of the Services, and obtain any necessary licenses, permits and consents (including easements and rights-of-way).

5.4 Customer will ensure that the location at which AT&T installs, maintains or provides the Service is a suitable and safe working environment, free of any substance or material that poses an unreasonable risk to health, safety, or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution, protection of air, water, or soil, or health and safety. If AT&T encounters any such hazardous materials at a Customer location, AT&T may terminate the affected Service Component, or suspend performance until Customer removes the hazardous materials.



## AT&T Fiber Broadband Bundle Express Agreement

**5.5 AT&T Equipment:** The Service may include use of certain equipment owned by AT&T and located at Customer's premises ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide electric power for the AT&T Equipment, must keep the AT&T Equipment physically secure and free from liens and encumbrances and will bear the risk of loss or damage (other than ordinary wear and tear) to AT&T Equipment.

**5.6 Software:** Any software provided to Customer by AT&T will be governed by the written terms and conditions applicable to such software. Subject to such terms and conditions, title to this software remains with AT&T or its supplier. Customer must comply with all such terms and conditions, which take precedence over this Agreement.

**5.7 Prices:** Unless this Agreement states otherwise, the prices listed in this Agreement are stabilized for the Term. Prices during the Term are provided either in the incorporated Service Publication or above. When there is a conflict between this Agreement and the prices, discounts or waivers in the Service Guide, this Agreement controls, as described in Section 5.1 above.

**5.8 Taxes; Surcharges; Fees.** Prices in this Agreement are exclusive of, and Customer will pay, all current or future taxes, surcharges, recovery fees, shipping charges, and other similar charges.

**5.9 Billing, Payments and Deposits:** Payment is due 30 days after the invoice date and must refer to the invoice number. Restrictions and endorsements or other statements on checks are void. If Customer does not dispute a charge in writing within 6 months after the invoice date, Customer waives the right to dispute the charge (except to the extent applicable law or regulation requires otherwise). AT&T may charge a late fee for overdue payments at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law; plus all costs (including attorney fees) of collecting delinquent or dishonored payments. AT&T may require Customer to establish a deposit as a condition of providing Services. Customer authorizes AT&T to investigate Customer's credit and share information about Customer with credit reporting agencies.

**5.10 Termination and Suspension:** This Agreement is for the Term stated above, and at the end of this Term, this Agreement will continue on a month-to-month basis until one party gives notice to the other party that it intends to terminate the Agreement, provided such notice is given within 30 days. Either party may terminate this Agreement immediately upon notice if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, or makes an assignment for the benefit of its creditors. AT&T may terminate or suspend a Service, and if the activity implicates the entire Agreement, terminate the entire Agreement, immediately upon notice if Customer: (i) commits a fraud upon AT&T; (ii) utilizes the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services. Customer may terminate an affected Service for material breach by AT&T, and AT&T may terminate or suspend (and later terminate) an affected Service for material breach by Customer, if such breach is not cured within 30 days of notice. If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, then AT&T may suspend or terminate the affected Service. AT&T has the right, however, to suspend or terminate the applicable portion of the Service immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines: (a) that it may be exposed to sanctions, liability, prosecution, or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) that such violation may cause harm to or interfere with the integrity or normal operations or security of AT&T's network or networks with which AT&T is interconnected or interfere with another customer's use of AT&T Services or the Internet; or (c) that such violation otherwise presents imminent risk of harm to AT&T or AT&T's customers or their respective employees. If AT&T terminates a Service component under this Section, Customer is liable for the applicable early termination or cancellation charge for that Service Component.

**5.11** Notwithstanding that this Agreement may commit AT&T to provide a Service to Customer for a Term, unless applicable local law or regulation mandates otherwise, AT&T may discontinue providing the Service or an individual component of the Service ("Service Component") upon 30 days' notice.

**5.12 Disclaimer of Warranties and Liability:** AT&T MAKES NO EXPRESS OR IMPLIED WARRANTY AND DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR THOSE ARISING FROM USAGE OF TRADE OR COURSE OF DEALING. FURTHER, AT&T MAKES NO WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING 911 CALLS), NOR ANY WARRANTY REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR LOAD BALANCED, THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA OR TRANSMISSIONS OR THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES RELATING TO: INTEROPERABILITY, ACCESS TO OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR OTHERS; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR INTERRUPTIONS (EXCEPT FOR LIABILITY FOR SUCH EXPLICITLY SET FORTH HEREIN); ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS (INCLUDING 911 CALLS); LOST OR ALTERED TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS, OR DESTRUCTION OF CUSTOMER'S OR OTHERS' APPLICATIONS, CONTENT, DATA, NETWORK OR SYSTEMS.

### 5.13 Limitation of Liability

**5.13.1** AT&T'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICES, AND NOT CAUSED BY CUSTOMER'S NEGLIGENCE, WILL NOT EXCEED



## AT&T Fiber Broadband Bundle Express Agreement

THE APPLICABLE CREDITS SPECIFIED IN THE SERVICE PUBLICATION, OR IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUIVALENT TO THE PROPORTIONATE CHARGE TO CUSTOMER FOR THE PERIOD OF SERVICE DURING WHICH SUCH MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR OR DEFECT IN THE SERVICE OCCURS AND CONTINUES; NO OTHER LIABILITY WILL ATTACH TO AT&T. THIS LIMITATION WILL NOT APPLY TO: (I) BODILY INJURY, DEATH, OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE; OR (II) SETTLEMENT, DEFENSE OR PAYMENT OBLIGATIONS UNDER THE "THIRD PARTY CLAIMS" PARAGRAPH.

**5.13.2** NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES.

**5.13.3** These disclaimers and limitations of liability will apply regardless of the form of action, whether in contract, tort, strict liability or otherwise and whether damages were foreseeable. These disclaimers and limitations of liability will survive failure of any exclusive remedies provided in this Agreement.

### **5.14 Third Party Claims**

**5.14.1** AT&T agrees at its expense to defend or settle any claim against Customer, its Affiliates, and its and their employees and directors, and to pay all compensatory damages finally awarded against such parties where the claim alleges that a Service Component infringes any patent, trademark, copyright, or trade secret, except where the claim arises out of: (i) Customer's or a User's content; (ii) modifications to the Service by Customer or third parties, or combinations of the Service with any services or products not provided by AT&T; (iii) AT&T's adherence to Customer's written requirements; or (iv) use of the Service in violation of this Agreement. AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the alleged infringing Service so that the Service becomes non-infringing, or failing that to terminate the Service without further liability to Customer.

**5.14.2** AT&T WILL HAVE NO DUTY TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY OR ALL SETTLEMENTS, DAMAGES, COSTS AND OTHER AMOUNTS INCURRED BY CUSTOMER ARISING FROM THE ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY BASED ON SOFTWARE, EQUIPMENT AND/OR SUPPLEMENTAL SERVICES FURNISHED UNDER THE AGREEMENT.

**5.14.3** Customer agrees at its expense to defend or settle any claim against AT&T, its Affiliates, and its and their employees, directors, subcontractors, and suppliers, and to pay all compensatory damages finally awarded against such parties where: (i) the claim alleges that a Service infringes any patent, trademark, copyright or trade secret, and falls within the exceptions under (i)-(iv) above; or (ii) the claim alleges a breach by Customer, its Affiliates, or Users of a software license agreement governing software provided with the Services.

**5.15 Import/Export Control:** Customer, not AT&T, is responsible for complying with import and export control laws, conventions and regulations for all equipment, software, or technical information Customer moves or transmits between countries using the Services.

**5.16 ARBITRATION:** ALL CLAIMS OR DISPUTES ARISING FROM THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES (SUBJECT TO THE REQUIREMENTS OF THE FEDERAL ARBITRATION ACT) AND ANY JUDGMENT ON ANY AWARD RENDERED MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN OR INITIATE CLASS ACTIONS; IF THE PARTIES CANNOT WAIVE THESE RIGHTS, THIS ENTIRE SECTION IS NULL AND VOID.

**5.17 General Provisions:** This Agreement and any pricing or other proposals are confidential to Customer and AT&T. Neither party may publicly disclose any confidential information without the prior written consent of the other, unless authorized by applicable law, regulation or court order. Until directed otherwise by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization. This Agreement may not be assigned by Customer without the prior written consent of AT&T, which consent will not be unreasonably withheld or delayed. AT&T may: (i) assign in whole or relevant part its rights and obligations under this Agreement to an Affiliate, or (ii) subcontract work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations. Any claim or dispute arising out of this Agreement must be filed within two years after the cause of action arises. This Agreement does not provide any third party (including Users) any remedy, claim, liability, cause of action or other right or privilege. Regulated Service Components will be governed by the law and regulations applied by the regulatory commission having jurisdiction over that Service Component. Otherwise, this Agreement will be governed by the law and regulations of the State set forth above for Customer's address, without regard to its conflict of law principles. This Agreement is limited to Service provided in the United States. The United Nations Convention on Contracts for International Sale of Goods will not apply. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to causes beyond such party's reasonable control, such as fire; flood; lightning; earthquakes; power failures or blackouts; severe weather; explosions; wars or armed conflicts; national, state or local emergencies; civil disobedience; shortage of labor or materials; labor disputes, strikes, or other concerted acts of workers (whether of AT&T or others); embargoes; acts of God; acts of terrorism, or acts of vandalism or acts otherwise known as "Force Majeure". Any notice required or permitted under this Agreement must be in writing and addressed to the parties at the address below. This Agreement constitutes the entire agreement between the parties concerning the Service and supersedes all other written or oral agreements. This Agreement will not be modified or supplemented by any written or oral statements, proposals, service descriptions, or purchase order forms.



AT&T Fiber Broadband Bundle Express Agreement

The undersigned, on behalf of Customer, acknowledges that Customer has received and understands the advisories concerning the circumstances under which E911 service using a Voice Over IP system may not be available or may be in some way limited by comparison to using traditional wireline telephone service. Such circumstances include, but are not limited to, relocation of the end user's telephone sets or other equipment, use of a non-native or virtual telephone number, failure in the broadband connection, loss of electrical power, and delays that may occur in updating the Customer's location in the automatic location information database. The advisories are further provided at <http://new.serviceguide.att.com>.

By signing below, the person signing on behalf of customer personally represents and warrants to AT&T that he or she has the authority and power to sign on behalf of Customer and bind Customer to this Agreement. Customer understands and agrees to be bound by the terms and conditions for service as described in the attached terms and conditions, including but not limited to all terms and conditions incorporated by reference. THIS AGREEMENT INCLUDES AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. This Agreement is effective when signed by both Customer and AT&T Corp. ("Effective Date")

Customer (by its authorized representative)	AT&T Corp. (by its authorized representative)
By:	By:
Name: H.M. DAVENPORT, Jr	Name:
Title: NAVARRO Co. Judge	Title:
Date: 2-8-16	Date:



2453



AT&T Fiber Broadband Bundle Express Agreement

Letter of Authorization to Obtain Customer Service Records Only

Customer Name: NAVARRO COUNTY GOVERNMENT	AT&T	Customer Account #:
Customer Full Address & Zip: 312 W 1 AVE CORSICANA TX 75110	AT&T Full Address & Zip: 2200 N GREENVILLE AVE RICHARDSON TX 75082	Customer Contact: Tel. #: 9038743728  AT&T Contact: Tel. #: 2144788699 Email ID:
Master Customer No.:		AE PID:

1. I appoint AT&T as my agent to request Customer Service Records (CSRs) with the Local Exchange Company(s) (LEC) for analyzing Local Service. AT&T may request CSRs for all telephone lines associated with the main Billed Telephone Number(s) (BTNs) listed below or in the attachment. If this authorization does not specify the specific BTNs, this appointment shall extend to all service accounts for which customer appears as the customer of record.

2. This Appointment is applicable to the following location  (Choose one)	Blanket LOA (For all locations in the United States)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
	Location Specific LOA (Specify applicable Billed Telephone Numbers and/or Working Telephone Numbers as attached)	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO

3. I certify that I am either the customer of record for these lines or that I am authorized by the customer of record to make this decision.

ORDERED BY CUSTOMER:		ACCEPTED BY AT&T:	
4. Signature:		8. Signature "AT&T Signature Not Required"	
5. Printed Name:	H.M. DAUENPORT, Jr.	9. Printed Name eSign-WAYNE SIMMS	
6. Title:	NAVARRO Co. Judge	10. Title	
7. Date:	2-8-16	11. Date	

This authorization shall continue in force unless and until revoked by the customer.



#13 2454

# TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD. - BOX 4087 - AUSTIN, TEXAS 78773-0220

512/424-2000

www.dps.texas.gov



STEVEN C. McCRAW  
DIRECTOR  
DAVID G. BAKER  
ROBERT J. BODISCH, SR.  
DEPUTY DIRECTORS



COMMISSION  
A. CYNTHIA LEON, CHAIR  
MANNY FLORES  
FAITH JOHNSON  
STEVEN P. MACH  
RANDY WATSON

2 February 2016

Judge H.M. Davenport  
Navarro County  
601 North 13th  
Street Suite 6  
Corsicana, TX, 75110  
DUNS Number: 071371363

RE: Public Assistance Grant, DR 4223, Severe Storms, Tornadoes,  
Straight – line Winds, and Floods  
Catalog of Federal Domestic Assistance (CFDA) number 97.036  
FEMA Project Number PA-06-TX-4223-PW-00750(0)  
Project Title: NAV003C - Precinct 2 Roads - Completed Work  
Period of Performance: 29 May 2015 to 29 November 2016

A Disaster Assistance subgrant has been awarded by Texas Division of Emergency Management (TDEM).

PA-06-TX-4223-PW-00750(0)						
Version / Amendment	Date	Total Subgrant Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount
0	17 December 2015	\$70,835.11	75%	\$53,126.33	25%	\$17,708.78

This award is not for Research or Development as defined in 2 CFR 200.87.

No indirect costs are available with this award. Direct Administrative Costs are allowable as outlined in the project scope.

A copy of the approved scope of work is attached. Terms and conditions of this award are also attached.

Signing and returning this award letter indicates Subrecipient's acceptance of the scope of the subaward, the ability to pay the state match and all grant terms and conditions outlined in the attached documents.

Acceptance of the subaward must be returned to TDEM before payment on the subaward can be processed.

It is important that the Subrecipient read, understand and comply with the scope and all terms and conditions. It is also vital that this information be disseminated to Subrecipient's staff and contractors that are involved in work related to administrative support or administration of the subgrant.

If changes are needed to the scope of the subaward, period of performance or costs associated to the subaward, the Subrecipient should immediately contact TDEM. No change will be considered made to the subaward until the Subrecipient is notified in writing by TDEM.

Please sign below to acknowledged acceptance of this subaward and agreement to abide by all terms and conditions.

  
\_\_\_\_\_  
Designated Subrecipient Agent

2 - 8 - 16  
\_\_\_\_\_  
Date

Should you wish to appeal any determination related to this subaward you must do so within 60 days of receipt of the notice of the action. You will need to provide your appeal with any documentation supporting your position to your assigned TDEM project officer within the allotted time.

If you have any questions please contact Irma Vera at (713) 750-8262 or email at [irma.vera@ey.com](mailto:irma.vera@ey.com).

ATTACHMENTS: Scope of Work  
Terms and Conditions

PA-06-TX-4223-PW-00750(0) <u>P</u>	
Applicant Name:	Application Title:
NAVARRO (COUNTY)	NAV003C - Precinct 2 Roads - Completed Work
Period of Performance Start:	Period of Performance End:
05-29-2015	11-29-2016

Bundle Reference # (Amendment #)	Date Awarded

**Subgrant Application - FEMA Form 90-91**

Note: The Effective Cost Share for this application is 75%

FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET					
DISASTER		PROJECT NO	PA ID NO	DATE	CATEGORY
FEMA	4223 - DR -TX	NAV003C	349-99349-00	12-01-2015	C
APPLICANT NAVARRO (COUNTY)			WORK COMPLETE AS OF		
			11-18-2015 100 %		
Site 1 of 1					
DAMAGED FACILITY:			COUNTY		
Precinct 2 Roads			Navarro		
LOCATION:				LATITUDE	LONGITUDE
Current Version The Navarro County Precinct 2 road maintenance group is located in Kerens, TX about 55 miles southeast of Dallas at Latitude 32.131539, Longitude -96.238470				32.13153	-96.23847
DAMAGE DESCRIPTION AND DIMENSIONS					
<p>Current Version.</p> <p>During the incident period from May 4, through June 22, 2015, severe flooding from storms resulted in road damage in Navarro County Texas. Aggregate was washed away from roads resulting in deep cuts and / or erosion of the surface material in many locations. In several locations bridges were damaged and culverts were damaged or washed out.</p> <p>The Applicant is responsible for maintaining roads in the county and has completed repairs to restore these roads to pre-disaster condition.</p> <p>Note: The factor used to convert tons to cubic yards is 1.4 for aggregate materials. The factor used to convert tons to cubic yards is 1.8 for hot mix asphaltic concrete.</p> <p>The following sites were damaged:</p> <p>Site 13: Bridge on SE 3140. GPS 32.020363, -96.258247, flooding undermined the east end of a concrete bridge at this location. The dimensions of the washed out area are 22 FT x 15 FT x 4.7 FT = 57 CY of material consisting of 12 tons of concrete, 24 tons of 3/5 Rock and 48 tons of Flex Base aggregate.</p> <p>A section of sheet pile approximately 28 FT x 6 FT of was also washed out.</p> <p>A 5 FT section of guard rail and a section of asphalt road measuring 54 FT x 20 FT x 0.17 FT = 6.8 CY = 12.21 tons of asphalt were washed out.</p> <p>In addition, concrete rip / rap being used to protect the bank was washed out of a section measuring 38.5 FT x 6 FT x 2 FT = 17 CY = 24 tons of rip / rap. A section of sheet pile protecting a wing wall was washed out. The sheet pile measured 5.5 FT long x 12 FT deep.</p> <p>Note: This bridge was inspected in March, 2015. Bridge Inspection summary sheet is attached.</p> <p>Site 14. SE3060 GPS 32.045067, -96.317307 to 32.037395, -96.333214, flooding washed away gravel road material from a section</p>					

measuring 5,812 FT x 20 FT x 0.175 FT = 754 CY = 1,056 tons of Flex Base aggregate.

Site 15: SE0220: GPS 32.102626, -96.226860 to 32.103962, -96.227272; flooding washed away gravel road material from a section measuring 520 FT x 20 FT x 0.2 FT = 77 CY = consisting of 111 tons of Flex Base aggregate. (NOTE: The Applicant also place 130 tons of rip / rap at this site that was not there pre-disaster.)

Site 16: SE3210: GPS 32.086779, -96.224411 to 32.087612, -96.223557; flooding washed away gravel road material from a section measuring 501 FT x 20 FT x 0.116 FT = 43 CY = consisting of 12 tons of 3/5 Rock and 48 tons of Flex Base aggregate.

Site 17: County Road SE0190: GPS 32.115585, -96.234879; flooding washed away gravel road material from a section measuring 22 FT x 14 FT x 0.8 FT = 9 CY of material consisting of and 12 tons of Flex Base aggregate.

Site 18: County Road SE2140: GPS 32.153194, -96.303268; flooding washed away gravel road material from a section measuring 161 FT x 20 FT x 0.43 FT = 81 CY = 72 Tons of material consisting of 80 tons of 3/5 Rock and 12 tons of Flex Base aggregate.

Site 19: County Road SE3030: GPS 32.041107, -96.366061; flooding washed away rip / rap from around a culvert in a section measuring 28 FT x 20 FT x 1.25 FT = 28 CY = 36 Tons of rip / rap.

#### SCOPE OF WORK:

Current Version:  
COMPLETED WORK

NOTE: Direct Administrative Costs were for site visits and these costs were distributed among all Project Worksheets that cover the sites that were visited.

The Applicant utilized Force Account labor, equipment and material to return the gravel roads to pre-disaster condition as shown below:

Site 13: County Road SE3140: As detailed on the attached spreadsheets, the Applicant utilized Force Account labor (146 man-hours), equipment, materials and a contractor to repair a bridge on SE3140 and return it to its pre-disaster form, function and capacity.

The following work was completed:

1. Replaced 28 FT x 6 FT Sheet Pile (Work completed by contractor, Neyland Bridge Construction - Invoice Attached) Note that the contractor used two piles that were available (8 FT x 20 FT and 6 FT x 6 FT).

NOTE: The Applicant followed their procurement policy in retaining this contractor.

2. Replaced 6 CY of Concrete behind sheet pile

3. Replaced 48 Tons of Flex Base Aggregate Rock as Backfill

4. Replaced 24 Tons of 3/5 Rock as Backfill

5. Replaced 5 FT Section of Guard Rail

6. Replaced 24 Tons of Concrete Rip/Rap ( Note: This material was supplied to the County at no cost by TX DOT)

7. Replaced 12.21 Tons Hot Mix Asphalt to Resurface the Washed Out Section of Road (Invoice Attached)

8. Replaced 5 galvanized steel 13 IN x 12 FT Sheet Pile Plates to Protect Wing Wall

Total (See Attached Spreadsheets)

Labor = \$3,866.42  
Equipment = \$5,335.00  
Materials = \$3,410.56  
Contract = \$1,760.00

Sites 14: County Road SE3060: As detailed on the attached spreadsheets, the Applicant utilized Force Account labor (327 man-hours), equipment, and materials to return this road to pre-disaster conditions.

The following work was completed:

1. Replaced 1,055.78 Tons of Flex Base Aggregate Rock

Total (See Attached Spreadsheets)

Labor = \$8,808.41  
Equipment = \$15,948.00  
Materials = \$17,156.43

Site 15: County Road SE0220: As detailed on the attached spreadsheets, the Applicant utilized Force Account labor (76 man-hours), equipment, and materials to return this road to pre-disaster conditions. Note that the labor and equipment costs below have been reduced by 25% because they include the cost of placing rip / rap that was not present pre-disaster. The Applicant estimated that the cost of replacing this rip / rap was about 25% of the total and this estimate seems reasonable to the Project Specialist. The rip / rap was supplied at no cost to the county by TX DOT.

The following work was completed:

1. Replaced 111 Tons of Flex Base Aggregate Rock

Total (See Attached Spreadsheets)

Labor = \$1,945.02 - \$486.25 = \$1,458.76  
 Equipment = \$4,292 - \$1,073 = \$3,219.00  
 Materials = \$1,803.75

Site 16: County Road SE3210: As detailed on the attached spreadsheets, the Applicant utilized Force Account labor (6 man-hours), equipment, and materials to return this road to pre-disaster conditions.

The following work was completed:

1. Replaced 48 Tons of Flex Base Aggregate Rock

2. Replaced 12 Tons of 3/5 Rock  
 Total (See Attached Spreadsheets)

Labor = \$158.20  
 Equipment = \$388.00  
 Materials = \$1,062.00

Site 17: County Road SED190: As detailed on the attached spreadsheets, the Applicant utilized Force Account labor (4 man-hours), equipment, and materials to return this road to pre-disaster conditions.

The following work was completed:

1. Replaced 12 Tons of Flex Base Aggregate Rock

Total (See Attached Spreadsheets)

Labor = \$107.88  
 Equipment = \$260.00  
 Materials = \$195.00

Site 18: County Road NE2140: As detailed on the attached spreadsheets, the Applicant utilized Force Account labor (18 man-hours), equipment, and materials to return this road to pre-disaster conditions.

The following work was completed:

1. Replaced 12 Tons of Flex Base Aggregate Rock

2. Replaced 60 Tons of 3/5 Rock

Total (See Attached Spreadsheets)

Labor = \$487.44  
 Equipment = \$1,980.00  
 Materials = \$1,605.00

Site 19: County Road SE3030: As detailed on the attached spreadsheets, the Applicant utilized Force Account labor (12 man-hours), equipment, and materials to return this road to pre-disaster conditions.

The following work was completed:

1. Replaced 38 Tons of Rip / Rap

Total (See Attached Spreadsheets)

Labor = \$338.12  
 Equipment = \$1,124.00  
 Materials = \$0.00\*

\* Material was supplied by TX DOT at no cost to Applicant.

#### PROJECT NOTES

— DIRECT ADMINISTRATIVE COSTS: The subgrantee requested Direct Administrative Costs (DAC) that are directly chargeable to this project. Associated eligible work is related administration of the PA project only and in accordance with 2 CFR 200.413. These costs are treated consistently and uniformly as direct costs in all federal awards and other subgrantee activities and are not included in any approved indirect cost rates.

NOTE: Direct Administrative Costs were for site visits and these costs were distributed among all Project Worksheets that cover the sites that were visited.

— HAZARD MITIGATION PROPOSAL: Hazard Mitigation under section 406 has been considered for this project and due to the type of work or project, effective mitigation is not feasible within the requirements of 44 CFR 206.228(c).

-- **PROCUREMENT:** The Applicant was advised by FEMA PAC and/or Project Specialist that in the seeking of proposals and letting of contracts for eligible work, the Applicant must comply with its Local, State and/or Federal procurement laws, regulations, and procedures as required by 2 CFR 317-328.

-- **RECORD RETENTION:** As described in 2 CFR 200.33 Subgrantees must maintain all work-related records for a period of three (3) years from Subgrantee closure (final payment), all records relative this project worksheet are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster specific costs.

-- **PERMITS:** Federal Funding is contingent upon acquiring all necessary Federal, State and Local permits. Noncompliance with this requirement may jeopardize the receipt of federal funds. The applicant is responsible for obtaining all required permits prior to the commencement of work.

-- **ENVIRONMENTAL AND HISTORIC PRESERVATION:** Applicant must comply with all applicable environmental and historic preservation laws. Federal funding is contingent upon acquiring all necessary Federal, State and Local permits. Noncompliance with this requirement may jeopardize the receipt of federal funds.

-- **CHANGES TO SCOPE OF WORK DESCRIBED IN THIS PWSA (SUBGRANT APPLICATION):** The applicant shall comply with all applicable codes and standards in the completion of eligible work to repair or replace damaged public facilities. Any change to the approved scope of work on a Project Worksheet (PWSA) must be reported and approved before work begins. Failure to report changes may jeopardize Federal and State funding. In the case of a change in scope of work, the applicant should immediately notify Wendell Allen, Section Administrator, Texas Department of Emergency Management prior to starting work.

-- **INSURANCE REVIEW:** The applicant is aware that all projects are subject to an insurance review as stated in 44 C.F.R. Sections 206.252 and 206.253. If applicable, an insurance determination will be made either as anticipated proceeds or actual proceeds in accordance with the applicant's insurance policy which may affect the total amount of the project. Approval of this project may result in an obtain/maintain insurance requirement. The Subgrantee must comply with insurance reviewer terms and conditions upon receipt of sub-grant from the State.

-- **COST BASIS FOR LABOR, EQUIPMENT AND MATERIALS:** Costs used to formulate this project were based on: (select all that apply and include date used)  
 - Unit Costs provided by Applicant  
 - RS Means cost estimating guide  
 - Actual or Recent Contract costs  
 - FEMA cost codes  
 - Local material cost

-- **AUDIT STATEMENT:** All documentation related to this project worksheet is subject to audit and must reflect disaster - related work and project - specific cost. The applicant has been advised of responsibility to maintain supporting documentation (records). The type of records to be maintained is specified in FEMA policy 2 CFR Subpart F, Audit Requirements. Records must be maintained for three (3) years from the date the last project was completed or from the date final payment was received, whichever is later.

-- **75% FEDERAL FUNDING:** In accordance with FEMA policy 9523.9 and current disaster declaration determinations, this project worksheet will be funded with the Federal Cost share at 75% of all eligible costs.

-- By accepting this grant the Applicant to the best of their ability acknowledges that all damages described within this Sub-grant Application and all associated costs being claimed were a direct result of the declared event, and in connection with the incident period of 05/04/2015 thru 06/22/2015 with the exception of requests for alternate or improved projects.

-- **WORK TO BE COMPLETED:** Upon completion, this site will be returned to its original design, function, and capacity within the original footprint. Acquiring all necessary Federal, State, and local permits is required for Federal Funding. Noncompliance with this requirement may jeopardize the receipt of Federal funds

-- **FEDERAL AID ROADS:** Project Specialist has validated that none of the sites in this project are listed on the Federal Functional Classification System as Major Collectors, Minor Arterials, Principal Arterials, or Interstates, receiving federal funding.

-- **ROAD PROJECTS (FIRMette Requirement):** Any road being repaired to pre-disaster design, function, capacity that does not include a hazard mitigation proposal, will not require a FIRMette. If any work to repair the road requires work outside the original footprint a FIRMette will be required.

-- **SMALL PROJECTS, ANY CATEGORY:** For small projects FEMA pays based on the actual or estimated cost in order to expedite the funds (Digest pg. 121.) FEMA does not perform final inspections on small projects; however, the state must certify compliance. The applicant does have the ability to request a small project netting (appeal) if/when significant net small over-runs occur. This process will involve a review of all documentation for all small projects and an adjustment will be made for the total actual eligible dollars spent (over-run/under-run). A final Project Worksheet will then be required in EMMIE to capture all the eligible PA costs for the small projects.

-- **SMALL PROJECT CHANGE REQUEST:** Change requests to small project worksheets will not be approved unless there is a change in the approved scope of work. This change must be approved prior to the construction. If after completion of all small projects the applicant incurs a significant net small project overrun, the applicant must file an appeal within 60 day of completion of the applicant's last small project. All requests must be submitted through the grantee.

Does the Scope of Work change the pre-disaster conditions at the site?    Yes <input checked="" type="checkbox"/> No	Special Considerations included? <input checked="" type="checkbox"/> Yes    No
Hazard Mitigation proposal included?    Yes <input checked="" type="checkbox"/> No	Is there insurance coverage on this facility?    Yes <input checked="" type="checkbox"/> No

PROJECT COST					
ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work Completed			
1	9007	Labor	1/LS	\$ 15,225.01	\$ 15,225.01
2	9008	Equipment	1/LS	\$ 28,252.00	\$ 28,252.00
3	9009	Material	1/LS	\$ 25,232.74	\$ 25,232.74
4	9001	Contract	1/LS	\$ 1,760.00	\$ 1,760.00
		Direct Subgrantee Admin Cost			
5	9901	Direct Administrative Costs (Subgrantee)	1/LS	\$ 365.36	\$ 365.36
				<b>TOTAL COST</b>	<b>\$ 70,835.11</b>
PREPARED BY ROBERT C GLASSEN			TITLE Project Specialist	SIGNATURE	
APPLICANT REP. Eric Myers - H. M. DAUENPORT, Jr.			TITLE Emergency Management - Coordinator County Judge	SIGNATURE	

## GRANT TERMS AND CONDITIONS

This Grant Agreement (consisting of FEMA Disaster Award and these Terms and Conditions) is made and entered into by and between the Department of Public Safety / Texas Division of Emergency Management, an agency of the State of Texas, hereinafter referred to as "DPS/TDEM," and the funds recipient, hereinafter referred to as the "Applicant" or "Subrecipient." Furthermore, DPS/TDEM and the Subrecipient are collectively hereinafter referred to as the "Parties."

Subrecipient may not assign or transfer any interest in this Grant without the express, prior written consent of DPS/TDEM. If Subrecipient issues subawards as part of this Grant project, Subrecipient shall include and require its subawardees to comply with the terms and conditions of this Grant.

The term "Subrecipient agreement funds" as used in this Grant means funds provided by DPS/TDEM under the United States Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) grant programs (also referred to herein as DHS/FEMA). The term "Subrecipient's funds" or match funds as used in this Grant means funds provided by the Subrecipient.

- A. **Standard of Performance.** Subrecipient shall perform all activities as approved by DPS/TDEM. Any change to a project shall receive prior written approval by TDEM and, if required, by FEMA. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:
  - 1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
  - 2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
  - 3. Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"
  - 4. State of Texas Assurances, hereinafter referred to as "Exhibit D"
  - 5. Environmental Review Certification, hereinafter referred to as "Exhibit E"
  - 6. Additional Grant Conditions, hereinafter referred to as "Exhibit F"
  - 7. Additional Grant Certifications, hereinafter referred to as "Exhibit G"
  
- B. **Failure to Perform.** In the event Subrecipient fails to implement the project(s) entered and approved in the DPS/TDEM web-based grants management system, or comply with any provision of this Grant, Subrecipient shall be liable to DPS/TDEM for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other grant program funds administered by DPS until repayment to DPS/TDEM is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by DPS.
  
- C. **Funding Obligations.** DPS/TDEM shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.
  - 1. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by DPS/TDEM under this Grant shall not exceed the Total Award Amount listed on the Grant Subrecipient Award.
  - 2. Subrecipient shall contribute the match funds listed on the Grant Subrecipient Award.



3. Subrecipient shall refund to DPS/TDEM any sum of these Grant funds that has been determined by DPS/TDEM to be an overpayment to Subrecipient or that DPS/TDEM determines has not been spent by Subrecipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal Grant funds unless repayment with Grant funds is specifically permitted by statute or regulation. Subrecipient shall make such refund to DPS/TDEM within thirty (30) calendar days after
  4. DPS/TDEM requests such refund.
- D. **Performance Period.** The performance period for this Grant is listed on the Grant Subrecipient Award letter. All projects shall be completed within the performance period AND all reimbursement requests shall be submitted to DPS/TDEM within 60 days for the end of the performance period. Subrecipient shall have expended all Grant funds and submitted reimbursement requests, invoices and any supporting documentation to DPS/TDEM within 60 days of the end of the performance period. DPS/TDEM shall not be obligated to reimburse expenses incurred after the performance period or submitted after the deadline.
- E. **Uniform Administrative Requirements, Cost Principals and Audit Requirements.** Except as specifically modified by law or this Grant, Subrecipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below [not all may apply in every projects]:
- Public Law 93-288, as amended (Stafford Act)
  - 44 CFR, Emergency Management and Assistance
  - Disaster Mitigation Act of 2000
  - OMB Regulations 2 CFR, Grant and Agreements
  - Executive Order 11988, Floodplain Management
  - Executive Order 11990, Protection of Wetlands
  - Executive Order 12372, Intergovernmental Review of Programs and Activities
  - Executive Order 12549, Debarment and Suspension
  - Executive Order 12612, Federalism
  - Executive Order 12699, Seismic Design
  - Executive Order 12898, Environmental Justice
  - Coastal Barrier Resources Act, Public Law 97-348
  - Single Audit Act, Public Law 98-502
  - Sandy Recovery Improvement Act publications
  - 16 U.S.C. § 470, National Historic Preservation Act
  - 16 U.S.C. § 1531, Endangered Species Act References
  - FEMA program publications, guidance and policies
- F. **State Requirements for Grants.** Subrecipient shall comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, (UGMS) at:  
<http://www.window.state.tx.us/procurement/catrad/ugms.pdf>  
 and the program State Administrative Plan, available at:  
<http://www.txdps.state.tx.us/dem/GrantsResources/index.htm>.

Subrecipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant and the approved application.

Grant funds may not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using Grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using Grant funds to pay dues to an organization with a registered lobbyist;
3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use Grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Subrecipient to make every effort to attain key performance target levels associated with this Grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this Grant may only be expended if Subrecipient timely completes and files its reports.

**G. Restrictions and General Conditions.**

1. Use of Funds. DHS/FEMA Grant funds may only be used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.
2. Federal Employee Prohibition. Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this Grant. Federal employees may not receive funds under this Grant.
3. Points of Contacts. Within 30 calendar days of any change, Subrecipient shall notify DPS/TDEM of any change or correction to the Designation of Applicant's Agent, chief elected official, program, and/or financial points of contact in the DPS/TDEM grant management system.
4. DUNS Number. Subrecipient confirms its Data Universal Numbering Systems (DUNS) Number is the number listed on this Grant. The DUNS Number is the nine digit number

established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or <http://fedgov.dnb.com/webform>

5. Central Contractor Registration and Universal Identifier Requirements. Subrecipient maintains that it has registered on the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov) or other federally established site for contractor registration, and entered DPS/TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this Grant's final financial report or receives final Grant award payment. Subrecipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See Section §200.32 of OMB 2 C.F.R.
6. Reporting Total Compensation of Subrecipient Executives. 2 C.F.R. §200.331; see FEMA Information Bulletin 350.
  - a. Applicability and what to report: Subrecipient shall report whether Subrecipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §200.331. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with Subrecipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Subrecipient's five most highly compensated executives for the preceding completed fiscal year.
  - b. Where and when to report: Subrecipient shall report executive total compensation at [www.sam.gov](http://www.sam.gov) or other federally established replacement site. By signing this Grant, Subrecipient certifies that, if required, Subrecipient's jurisdiction has already registered, entered the required information, and shall keep information in the SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.
7. Debarment and Suspension. Subrecipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.
8. Direct Deposit. If Subrecipient has not received reimbursements from DPS/TDEM within the past eleven (11) months (prior to date of award), it shall forward a new/updated direct deposit form to DPS/TDEM. Completed direct deposit forms from Subrecipient shall be emailed to TDEM project officer. The email subject line and attachment name shall include the subrecipient name and identify the document attached (i.e. "Sample County DD form"). The direct deposit form is currently available at <http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf>.
9. Property Management and Inventory. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall develop and implement a control system to prevent loss, damage or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this Grant.

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

**H. Procurement and Contracting.**

- 1. **Procurements.** Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 2 C.F.R. 200.318
- 2. **Contract Provisions.** All contracts executed using funds awarded under this Grant shall contain the contract provisions listed under 2 C.F.R. 200.326 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- 3. Procurement activities must follow the most restrictive of Federal, State and Local procurement regulations:
  - a. Procurement by micro purchase
  - b. Procurement by small purchase
  - c. Procurement by sealed bid
  - d. Procurement by competitive proposal
  - e. Procurement by non-competitive proposal, solely when the award of a contract is unfeasible under the other methods

The State must be contacted for approval to use a noncompetitive procurement method. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.

The **cost plus a percentage of cost and percentage of construction cost methods of contracting are ineligible.**

**Must perform cost/price analysis for purchases over \$3000.**

**Must negotiate profit as a separate element where required.**

- 4. Evidence of non-debarment for vendors must be documented through <http://www.sam.gov/portal/public/SAM> and [http://www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred/](http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/) and submitted for review.
  - 5. Comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at 2 CFR 200.321
- i. **Monitoring.** Subrecipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

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

J. **Audit.**

1. **Audit of Federal and State Funds.** Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB 2 C.F.R. 200.501, formerly A-133). Subrecipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.
2. **Right to Audit.** Subrecipient shall give the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received and performances rendered under this Grant. Subrecipient shall permit DPS/TDEM or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials or information necessary to facilitate such audit.
3. **Subrecipient's Liability for Disallowed Costs.** Subrecipient understands and agrees that it shall be liable to DPS/TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to DPS/TDEM of such disallowed costs shall be paid by Subrecipient from funds that were not provided or otherwise made available to Subrecipient pursuant to this Grant or any other federal contract.
4. **Subrecipient's Facilitation of Audit.** Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/TDEM may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
5. **State Auditor's Clause.** Subrecipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.

**K. Retention and Accessibility of Records.**

1. **Retention of Records.** Subrecipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, of Part 200 UGMS §\_\_.42, and this Grant. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.
2. **Access to Records.** Subrecipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Subrecipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

**L. Changes, Amendments, Suspension or Termination**

1. **Modification.** FEMA or DPS/TDEM may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this Grant. Any alteration, addition, or deletion to this Grant by Subrecipient is not valid.
2. **Effect of Changes in Federal and State Laws.** Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws, regulations or policy are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event FEMA or DPS/TDEM determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Subrecipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient's acceptance of the changes to this Grant.
3. **Suspension.** In the event Subrecipient fails to comply with any term of this Grant, DPS/TDEM may, upon written notification to Subrecipient, suspend this Grant, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant's funds.
4. **Termination.** DPS/TDEM shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if DPS/TDEM determines that Subrecipient has failed to comply with any term of this Grant. DPS/TDEM shall provide written notice of the termination and include:
  - a. The reason(s) for such termination;
  - b. The effective date of such termination; and
  - c. In the case of partial termination, the portion of this Grant to be terminated.
  - d. Appeal may be made to the Deputy Assistant Director of Texas Division of Emergency Management- Recovery Mitigation and Standards, Texas Department of Public Safety.

- M. **Enforcement.** If Subrecipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application,

a notice of award, or elsewhere, DPS/TDEM or DHS may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports
2. Require payments as reimbursements rather than advance payments
3. Temporarily withhold payments pending correction of the deficiency
4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
5. Request FEMA to wholly or partially de-obligate funding for a project
6. Temporarily withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by DPS/TDEM or DHS;
7. Withhold further awards for the grant program
8. Take other remedies that may be legally available

In taking an enforcement action, DPS/TDEM will provide Subrecipient an opportunity for a hearing, appeal, or other administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved.

The costs of Subrecipient resulting from obligations incurred by Subrecipient during a suspension or after termination of this Grant are not allowable unless DPS/TDEM or DHS expressly authorizes them in the notice of suspension or termination or subsequently.

Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- The costs result from obligations which were properly incurred by Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
- The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under E.O. 12549. 2 C.F.R., Appendix II to Part 200, (I).

- N. **Conflicts of Interest.** The subrecipient will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- O. **Closing of this Grant.** DPS/TDEM will close a subaward after receiving all required final documentation from the Subrecipient. If the close out review and reconciliation indicates that Subrecipient is owed additional funds, DPS/TDEM will send the final payment automatically to Subrecipient. If Subrecipient did not use all the funds received, DPS/TDEM will recover the unused funds.

At the completion of Subrecipient's performance period, DPS/TDEM will de-obligate all uncommitted funds and de-obligate all unexpended funds if final documentation is not received by the deadline.

The closeout of this Grant does not affect:

1. DHS or DPS/TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this Grant that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.



**EXHIBIT A**

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

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977. (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

**EXHIBIT B****ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D**

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this Grant.

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## Exhibit C

### Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

- A. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.
- C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the Subrecipient certifies that it and its principals and vendors:
  1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to [www.sam.gov](http://www.sam.gov) and the State Debarred Vendor List at: [www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred](http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred).
  2. Have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;
  4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or
  5. Where Subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification).
- E. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- F. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and Subrecipient will require such compliance in any subgrants or contract at the next tier.
- G. Subrecipient will comply with the Drug-free Workplace Act, as amended, 412 U.S.C. §701 et seq., which requires Subrecipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, places where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. Subrecipient will notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 C.F.R. Part 17. Subrecipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.
- H. Subrecipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.
- I. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.
- J. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

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

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section \_\_36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

**EXHIBIT E****Environmental Review**

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. shall assess its federally funded projects for potential impact to environmental resources and historic properties.
2. shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by DPS/TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.
3. shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and DPS/TDEM will not authorize or release Grant funds for non-compliant projects.
4. as soon as possible upon receiving this Grant, shall provide information to DPS/TDEM to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to DPS/TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.
5. shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.
6. shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.
7. if ground disturbing activities occur during project implementation, Subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

**EXHIBIT F**

**Additional Grant Conditions**

1. Additional damage requiring a new Public Assistance project to be written must be reported within 60 days following the Kickoff meeting with the State- Federal team.
2. All work must be done prior to the approved project completion deadline assigned to each Project. Should additional time be required, a time extension request must be submitted which: a.) Identifies the projects requiring an extension. b.) Explains the reason for an extension. c.) Indicates the percentage of work that has been completed. d.) Provides an anticipated completion date. The reason for an extension must be based on extenuating circumstances or unusual project requirements that are beyond the control of your jurisdiction/organization. **Failure to submit a time extension request may result in reduction or withdrawal of federal funds for approved work.**
3. Any significant change to a project's approved Scope of Work must be reported and approved through TDEM and FEMA before starting the project. Failure to do so will jeopardize grant funding.
4. The Project Completion and Certification Report must be returned to TDEM once all the approved work has been completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report.
5. A cost overrun appeal on small (\$120,000.00) Public Assistance projects must be reported to the Texas Division of Emergency Management (TDEM) within 60 days of completing the last small project in order to be considered for additional funding.
6. Appeals may be filed on any determination made by FEMA or TDEM. All appeals must be submitted to TDEM within 60 days from receiving written notice of the action you wish to appeal. Should you wish to appeal a determination contained in the project application, the 60 days will start the day the application is signed.
7. Public Assistance program projects will not receive funding until all of the requirements identified in the comments section of the Project Worksheet are met.
8. You may request a payment of funds on projects by completing the "Payment of Funds" request and including documentation supporting your request. In the event that an audit results in a reduction of the awarded amount of a project, the subrecipient is responsible for returning the identified overage within 30 days of notification of the overpayment. Small Public Assistance projects are paid upon obligation and the receipt of all required documentation. Payments must be requested at least quarterly if expenditures have been made in that quarter.
9. Projects that have not received final payment will be reviewed quarterly by TDEM representatives upon receipt of the Quarterly Review form from the subrecipient. Quarterly reports will be due on the following dates: **March 15th, June 15th, September 15th & December 15th.** Public Assistance program small projects are exempted.
10. Subrecipient with must submit a project cost summary to TDEM following the completion of each project, except Public Assistance program small projects. The project cost summary must list all labor, equipment, materials and contract costs associated with making needed repairs.
11. Subrecipients expending \$750,000 or more in total Federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F. A copy of the Single Audit must be submitted

to your cognizant State agency or TDEM within nine months of the end of the subrecipient's fiscal year. Consult with your financial officer regarding this requirement. If not required to submit a single audit, a letter must be sent to TDEM certifying to this.

12. Completed record and cost documents for all approved work must be for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value. During this time, all approved projects are subject to State and Federal audit/review.
13. Subrecipients will not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (EO 12549, Debarment and Suspension). Subrecipient must maintain documentation validating review of debarment list of eligible contractors.
14. Subrecipients must keep record of equipment acquired by federal funds for the life cycle of the equipment. A life cycle for most equipment will be three years, but could be longer. If the fair market value of a piece of equipment is valued over \$5,000, FEMA will have the right to a portion of proceeds if equipment is sold. If the fair market value of a piece of equipment is less than \$5,000, the property can either be retained, sold or designated as surplus with no further obligation to FEMA.



**EXHIBIT G**

**Additional Grant Certifications**

**Match Certification**

Applicant certifies that they have the ability to meet or exceed the cost share required of this project.

**Duplication of Program Statement**

Applicant certifies there has not been, nor will there be, a duplication of benefits for this project.

**For Hazard Mitigation Projects Only:**

**Maintenance Agreement**

Applicant certifies that if there is a Maintenance Agreement needed for this facility copy of that agreement will be provided to TDEM.

**Environmental Justice Statement**

Federal Executive Order 12898 compliance requirements – If there are any concentrations of low income or minority populations in or near the HMGP project:

- 1. Applicant certifies that the HMGP project result will not result in a disproportionately high or adverse effect on low income or minority populations.

OR

- 2. Applicant certifies that action will be taken to ensure achievement of environmental justice for low income and minority populations related to this HMGP project.

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# TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD. - BOX 4087 - AUSTIN, TEXAS 78773-0220

512/424-2000

www.dps.texas.gov



STEVEN C. McCRAW  
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DEPUTY DIRECTORS



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A. CYNTHIA LEON, CHAIR  
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STEVEN P. MACH  
RANDY WATSON

2 February 2016

Judge H.M. Davenport  
Navarro County  
601 North 13th  
Street Suite 6  
Corsicana, TX, 75110  
DUNS Number: 071371363

RE: Public Assistance Grant, DR 4223, Severe Storms, Tomadoes,  
Straight – line Winds, and Floods  
Catalog of Federal Domestic Assistance (CFDA) number 97.036  
FEMA Project Number PA-06-TX-4223-PW-00749(0)  
Project Title: NAV002C - Precinct 2 Roads - Completed Work  
Period of Performance: 29 May 2015 to 29 November 2016

A Disaster Assistance subgrant has been awarded by Texas Division of Emergency Management (TDEM).

PA-06-TX-4223-PW-00749(0)						
Version / Amendment	Date	Total Subgrant Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount
0	17 December 2015	\$30,072.77	75%	\$22,554.58	25%	\$7,518.19

This award is not for Research or Development as defined in 2 CFR 200.87.

No indirect costs are available with this award. Direct Administrative Costs are allowable as outlined in the project scope.

A copy of the approved scope of work is attached. Terms and conditions of this award are also attached.

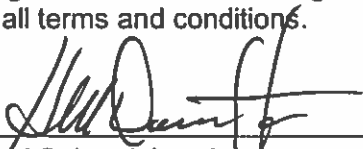
Signing and returning this award letter indicates Subrecipient's acceptance of the scope of the subaward, the ability to pay the state match and all grant terms and conditions outlined in the attached documents.

Acceptance of the subaward must be returned to TDEM before payment on the subaward can be processed.

It is important that the Subrecipient read, understand and comply with the scope and all terms and conditions. It is also vital that this information be disseminated to Subrecipient's staff and contractors that are involved in work related to administrative support or administration of the subgrant.

If changes are needed to the scope of the subaward, period of performance or costs associated to the subaward, the Subrecipient should immediately contact TDEM. No change will be considered made to the subaward until the Subrecipient is notified in writing by TDEM.

Please sign below to acknowledged acceptance of this subaward and agreement to abide by all terms and conditions.

  
\_\_\_\_\_  
Designated Subrecipient Agent

2-8-16  
\_\_\_\_\_  
Date

Should you wish to appeal any determination related to this subaward you must do so within 60 days of receipt of the notice of the action. You will need to provide your appeal with any documentation supporting your position to your assigned TDEM project officer within the allotted time.

If you have any questions please contact Irma Vera at (713) 750-8262 or email at [irma.vera@ey.com](mailto:irma.vera@ey.com).

ATTACHMENTS: Scope of Work  
Terms and Conditions

<b>PA-06-TX-4223-PW-00749(0)</b>	
<b>Applicant Name:</b>	<b>Application Title:</b>
NAVARRO (COUNTY)	NAV002C - Precinct 2 Roads - Completed Work
<b>Period of Performance Start:</b>	<b>Period of Performance End:</b>
05-29-2015	11-29-2016

<b>Bundle Reference # (Amendment #)</b>	<b>Date Awarded</b>

**Subgrant Application - FEMA Form 90-91**

**Note:** The Effective Cost Share for this application is 75%

FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET				
<b>DISASTER</b>		<b>PROJECT NO.</b>	<b>PA ID NO</b>	<b>DATE</b>
FEMA	4223	NAV002C	349-99349-00	12-01-2015
	DR			
	-TX			
<b>APPLICANT</b> NAVARRO (COUNTY)			<b>WORK COMPLETE AS OF</b> 11-18-2015 - 100 %	
Site 1 of 1				
<b>DAMAGED FACILITY</b>			<b>COUNTY</b> Navarro	
Precinct 2 Roads				
<b>LOCATION:</b>			<b>LATITUDE</b>	<b>LONGITUDE</b>
Current Version The Navarro County Precinct 2 road maintenance group is located in Kerens, TX about 55 miles southeast of Dallas at Latitude 32 131539, Longitude - 96.238470			32 13153	-96 23847
<b>DAMAGE DESCRIPTION AND DIMENSIONS:</b>				
<p><b>Current Version:</b> During the incident period from May 4, through June 22, 2015, severe flooding from storms resulted in road damage in Navarro County, Texas. Aggregate was washed away from roads resulting in deep cuts and / or erosion of the surface material in many locations. In several locations bridges were damaged and culverts were damaged or washed out.</p> <p>The Applicant is responsible for maintaining roads in the county and has completed repairs to restore these roads to pre-disaster condition.</p> <p>Note: The factor used to convert tons to cubic yards is 1.4</p> <p>The following sites were damaged:</p> <p><b>Site 6:</b> County Road NE3010: GPS 32.156620, -96.205673, flooding washed away material from around two HDPE culverts at this location. Also at this location, flooding washed away a section of road material measuring 134 FT x 17 FT x 0.4 FT = 33.7 CY = 48 Tons of material consisting of 24 Tons of 3/5 Rock and 24 Tons of Flex Base Aggregate.</p> <p><b>Site 8, Location A:</b> County Road NE2160: GPS 32.159344, -96.238373, flooding washed away a 48 IN x 30 FT CMP culvert and gravel road material from a section measuring 92 FT x 26 FT x 0.3 FT = 27 CY = 36 Tons of material consisting of 12 tons of 3/5 Rock and 24 tons of Flex Base aggregate.</p> <p><b>Site 9:</b> NE3180: GPS 32.225662, -96.256505 to 32.227543, -96.250910, flooding washed away gravel road material from a section measuring 1,620 FT x 18 FT x 0.25 FT = 270 CY = 80 tons of 3/5 Rock 300 tons of Flex Base aggregate.</p> <p><b>Site 10:</b> NE2170: GPS 32.169434, -96.299728 to 32.166782, -96.301178; flooding washed away gravel road material from a section measuring 1,064 FT x 20 FT x 0.033 FT = 26 CY = 12 tons of 3/5 Rock 24 tons of Flex Base aggregate.</p> <p><b>Site 11:</b> County Road SE0040: GPS 32.089478, -96.384674, flooding washed away gravel road material from a section measuring 39 FT x</p>				

18 FT x 2 FT = 52 CY = 72 Tons of material consisting of 24 tons of 3/5 Rock and 48 tons of Flex Base aggregate.

Site 12: SE0080: GPS 32.112900, -96.347664 to 32.112852, -96.348366; flooding washed away gravel road material from a section measuring 238 FT x 22 FT x 0.3 FT = 53 CY = 50 tons of Rip Rap and 24 tons of Flex Base aggregate.

#### SCOPE OF WORK

Current Version:  
COMPLETED WORK

The Applicant utilized Force Account labor, equipment and material to return the gravel roads to pre-disaster condition as shown below:

Site 6: County Road NE3010: As detailed on the attached spreadsheets, the Applicant utilized Force Account labor (6 man-hours), equipment, and materials to return this road to pre-disaster conditions.

The following work was completed:

1. Placed 24 Tons of Flex Base Aggregate Rock
2. Placed 24 Tons of 3/5 Rock

Total (See Attached Spreadsheets)  
Labor = \$165.04  
Equipment = \$640.00  
Materials = \$954.00

Site 8, Location A: County Road NE2160: As detailed on the attached spreadsheets, the Applicant utilized Force Account labor (54 man-hours), equipment, and materials to return this road to pre-disaster conditions.

The following work was completed:

1. Placed 24 Tons of Flex Base Aggregate Rock
2. Placed 24 Tons of 3/5 Rock
3. Place 48 IN x 30 FT CMP Culvert

Total (See Attached Spreadsheets)  
Labor = \$1,580.96  
Equipment = \$3,605.00  
Materials = \$1,875.06

Site 9: County Road NE3180: As detailed on the attached spreadsheets, the Applicant utilized Force Account labor (42 man-hours), equipment, and materials to return this road to pre-disaster conditions.

The following work was completed:

1. Placed 300 Tons of Flex Base Aggregate Rock
2. Placed 80 Tons of 3/5 Rock

Total (See Attached Spreadsheets)  
Labor = \$1,113.42  
Equipment = \$2,694.00  
Materials = \$6,755.00

Site 10: County Road NE2170: As detailed on the attached spreadsheets, the Applicant utilized Force Account labor (42 man-hours), equipment, and materials to return this road to pre-disaster conditions.

The following work was completed:

1. Placed 24 Tons of Flex Base Aggregate Rock
2. Placed 12 Tons of 3/5 Rock

Total (See Attached Spreadsheets)  
Labor = \$1,095.78  
Equipment = \$2,066.00  
Materials = \$672.00

Site 11: County Road SE0040: As detailed on the attached spreadsheets, the Applicant utilized Force Account labor (20 man-hours), equipment, and materials to return this road to pre-disaster conditions.

The following work was completed:

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1. Placed 48 Tons of Flex Base Aggregate Rock

2. Placed 24 Tons of 3/5 Rock

Total (See Attached Spreadsheets)

Labor = \$544.85

Equipment = \$1,223.00

Materials = \$1,956.50

Site 12: County Road SE0080: As detailed on the attached spreadsheets, the Applicant utilized Force Account labor (24 man-hours), equipment, and materials to return this road to pre-disaster conditions.

The following work was completed:

1. Placed 24 Tons of Flex Base Aggregate Rock

2. Placed 50 Tons of Rip/Rap ( Note: This material was supplied to the County at no cost by TX DOT)

Total (See Attached Spreadsheets)

Labor = \$658.80

Equipment = \$2,298.00

Materials = \$380.00

**NOTE:** Direct Administrative Costs for site visits were distributed among the four Project Worksheets that cover the sites that were visited. See attached spreadsheets.

#### PROJECT NOTES

– **DIRECT ADMINISTRATIVE COSTS:** The subgrantee requested Direct Administrative Costs (DAC) that are directly chargeable to this project. Associated eligible work is related administration of the PA project only and in accordance with 2 CFR 200.413. These costs are treated consistently and uniformly as direct costs in all federal awards and other subgrantee activities and are not included in any approved indirect cost rates.

– **HAZARD MITIGATION PROPOSAL:** Hazard Mitigation under section 406 has been considered for this project and due to the type of work or project, effective mitigation is not feasible within the requirements of 44 CFR 206.226(c).

– **PROCUREMENT:** The Applicant was advised by FEMA PAC and/or Project Specialist that in the seeking of proposals and letting of contracts for eligible work, the Applicant must comply with its Local, State and/or Federal procurement laws, regulations, and procedures as required by 2 CFR 317-326.

– **RECORD RETENTION:** As described in 2 CFR 200.33 Subgrantee must maintain all work-related records for a period of three (3) years from Subgrantee closure (final payment), all records relative this project worksheet are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster specific costs.

– **PERMITS:** Federal Funding is contingent upon acquiring all necessary Federal, State and Local permits. Noncompliance with this requirement may jeopardize the receipt of federal funds. The applicant is responsible for obtaining all required permits prior to the commencement of work.

– **ENVIRONMENTAL AND HISTORIC PRESERVATION:** Applicant must comply with all applicable environmental and historic preservation laws. Federal funding is contingent upon acquiring all necessary Federal, State and Local permits. Noncompliance with this requirement may jeopardize the receipt of federal funds.

– **CHANGES TO SCOPE OF WORK DESCRIBED IN THIS PW/SA (SUBGRANT APPLICATION):** The applicant shall comply with all applicable codes and standards in the completion of eligible work to repair or replace damaged public facilities. Any change to the approved scope of work on a Project Worksheet (PW/SA) must be reported and approved before work begins. Failure to report changes may jeopardize Federal and State funding. In the case of a change in scope of work, the applicant should immediately notify Wendell Allen, Section Administrator, Texas Department of Emergency Management prior to starting work.

– **INSURANCE REVIEW:** The applicant is aware that all projects are subject to an insurance review as stated in 44 C.F.R. Sections 206.252 and 206.253. If applicable, an insurance determination will be made either as anticipated proceeds or actual proceeds in accordance with the applicant's insurance policy which may affect the total amount of the project. Approval of this project may result in an obtain/maintain insurance requirement. The Subgrantee must comply with insurance reviewer terms and conditions upon receipt of subgrant from the State.

– **COST BASIS FOR LABOR, EQUIPMENT AND MATERIALS:** Costs used to formulate this project were based on: [select all that apply and include data dates]

- Unit Costs provided by Applicant
- RS Means cost estimating guide
- Actual or Recent Contract costs
- FEMA cost codes
- Local material cost

– **AUDIT STATEMENT:** All documentation related to this project worksheet is subject to audit and must reflect disaster – related work and project – specific cost. The applicant has been advised of responsibility to maintain supporting documentation (records). The type of records

to be maintained is specified in FEMA policy 2 CFR Subpart F, Audit Requirements. Records must be maintained for three 3 years from the date the last project was completed or from the date final payment was received, whichever is later

-- 75% FEDERAL FUNDING. In accordance with FEMA policy 9523.9 and current disaster declaration determinations, this project worksheet will be funded with the Federal Cost share at 75% of all eligible costs

-- By accepting this grant the Applicant to the best of their ability acknowledges that all damages described within this Sub-grant Application and all associated costs being claimed were a direct result of the declared event, and in connection with the incident period of 05/04/2015 thru 06/22/2015 with the exception of requests for alternate or improved projects.

-- WORK TO BE COMPLETED. Upon completion, this site will be returned to its original design, function, and capacity within the original footprint. Acquiring all necessary Federal, State, and local permits is required for Federal Funding. Noncompliance with this requirement may jeopardize the receipt of Federal funds

-- FEDERAL AID ROADS. Project Specialist has validated that none of the sites in this project are listed on the Federal Functional Classification System as Major Collectors, Minor Arterials, Principal Arterials, or Interstate, receiving federal funding

-- ROAD PROJECTS (FIRMeTte Requirement). Any road being repaired to pre-disaster design, function, capacity that does not include a hazard mitigation proposal, will not require a FIRMeTte. If any work to repair the road requires work outside the original footprint a FIRMeTte will be required.


-- SMALL PROJECTS, ANY CATAGORY. For small projects FEMA pays based on the actual or estimated cost in order to expedite the funds (Digest pg 121.) FEMA does not perform final inspections on small projects, however, the state must certify compliance. The applicant does have the ability to request a small project netting (appeal) if/when significant net small over-runs occur. This process will involve a review of all documentation for all small projects and an adjustment will be made for the total actual eligible dollars spent (over-run/under-run). A final Project Worksheet will then be required in EMMIE to capture all the eligible PA costs for the small projects

-- SMALL PROJECT CHANGE REQUEST. Change requests to small project worksheets will not be approved unless there is a change in the approved scope of work. This change must be approved prior to the construction. If after completion of all small projects the applicant incurs a significant net small project overrun, the applicant must file an appeal within 60 day of completion of the applicant's last small project. All requests must be submitted through the grantee

Does the Scope of Work change the pre-disaster conditions at the site?		Yes	No	Special Considerations included?	Yes	No
Hazard Mitigation proposal included?		Yes	No	Is there insurance coverage on this facility?	Yes	No

**PROJECT COST**

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
*** Version 0 ***					
Work Completed					
1	9007	Labor	1/LS	\$ 5,158.85	\$ 5,158.85
2	9008	Equipment	1/LS	\$ 12,546.00	\$ 12,546.00
3	9009	Material	1/LS	\$ 12,002.56	\$ 12,002.56
<i>Direct Subgrantee Admin Cost</i>					
4	9901	Direct Administrative Costs (Subgrantee)	1/LS	\$ 365.36	\$ 365.36
				<b>TOTAL COST</b>	<b>\$ 30,072.77</b>

PREPARED BY ROBERT C GLASSEN	TITLE Project Specialist	SIGNATURE 
APPLICANT REP <del>Ethel Myers</del> H. M. Davenport, Jr	TITLE Emergency Management Coordinator County Judge	SIGNATURE 

## GRANT TERMS AND CONDITIONS

This Grant Agreement (consisting of FEMA Disaster Award and these Terms and Conditions) is made and entered into by and between the Department of Public Safety / Texas Division of Emergency Management, an agency of the State of Texas, hereinafter referred to as "DPS/TDEM," and the funds recipient, hereinafter referred to as the "Applicant" or "Subrecipient." Furthermore, DPS/TDEM and the Subrecipient are collectively hereinafter referred to as the "Parties."

Subrecipient may not assign or transfer any interest in this Grant without the express, prior written consent of DPS/TDEM. If Subrecipient issues subawards as part of this Grant project, Subrecipient shall include and require its subawardees to comply with the terms and conditions of this Grant.

The term "Subrecipient agreement funds" as used in this Grant means funds provided by DPS/TDEM under the United States Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) grant programs (also referred to herein as DHS/FEMA). The term "Subrecipient's funds" or match funds as used in this Grant means funds provided by the Subrecipient.

- A. **Standard of Performance.** Subrecipient shall perform all activities as approved by DPS/TDEM. Any change to a project shall receive prior written approval by TDEM and, if required, by FEMA. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:
1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
  2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
  3. Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"
  4. State of Texas Assurances, hereinafter referred to as "Exhibit D"
  5. Environmental Review Certification, hereinafter referred to as "Exhibit E"
  6. Additional Grant Conditions, hereinafter referred to as "Exhibit F"
  7. Additional Grant Certifications, hereinafter referred to as "Exhibit G"
- B. **Failure to Perform.** In the event Subrecipient fails to implement the project(s) entered and approved in the DPS/TDEM web-based grants management system, or comply with any provision of this Grant, Subrecipient shall be liable to DPS/TDEM for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other grant program funds administered by DPS until repayment to DPS/TDEM is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by DPS.
- C. **Funding Obligations.** DPS/TDEM shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.
1. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by DPS/TDEM under this Grant shall not exceed the Total Award Amount listed on the Grant Subrecipient Award.
  2. Subrecipient shall contribute the match funds listed on the Grant Subrecipient Award.



3. Subrecipient shall refund to DPS/TDEM any sum of these Grant funds that has been determined by DPS/TDEM to be an overpayment to Subrecipient or that DPS/TDEM determines has not been spent by Subrecipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal Grant funds unless repayment with Grant funds is specifically permitted by statute or regulation. Subrecipient shall make such refund to DPS/TDEM within thirty (30) calendar days after
  4. DPS/TDEM requests such refund.
- D. **Performance Period.** The performance period for this Grant is listed on the Grant Subrecipient Award letter. All projects shall be completed within the performance period AND all reimbursement requests shall be submitted to DPS/TDEM within 60 days for the end of the performance period. Subrecipient shall have expended all Grant funds and submitted reimbursement requests, invoices and any supporting documentation to DPS/TDEM within 60 days of the end of the performance period. DPS/TDEM shall not be obligated to reimburse expenses incurred after the performance period or submitted after the deadline.
- E. **Uniform Administrative Requirements, Cost Principals and Audit Requirements.** Except as specifically modified by law or this Grant, Subrecipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below [not all may apply in every projects]:
- Public Law 93-288, as amended (Stafford Act)
  - 44 CFR, Emergency Management and Assistance
  - Disaster Mitigation Act of 2000
  - OMB Regulations 2 CFR, Grant and Agreements
  - Executive Order 11988, Floodplain Management
  - Executive Order 11990, Protection of Wetlands
  - Executive Order 12372, Intergovernmental Review of Programs and Activities
  - Executive Order 12549, Debarment and Suspension
  - Executive Order 12612, Federalism
  - Executive Order 12699, Seismic Design
  - Executive Order 12898, Environmental Justice
  - Coastal Barrier Resources Act, Public Law 97-348
  - Single Audit Act, Public Law 98-502
  - Sandy Recovery Improvement Act publications
  - 16 U.S.C. § 470, National Historic Preservation Act
  - 16 U.S.C. § 1531, Endangered Species Act References
  - FEMA program publications, guidance and policies
- F. **State Requirements for Grants.** Subrecipient shall comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, (UGMS) at:  
<http://www.window.state.tx.us/procurement/catrad/ugms.pdf>  
 and the program State Administrative Plan, available at:  
<http://www.txdps.state.tx.us/dem/GrantsResources/index.htm>.

Subrecipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant and the approved application.

Grant funds may not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using Grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using Grant funds to pay dues to an organization with a registered lobbyist;
3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use Grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Subrecipient to make every effort to attain key performance target levels associated with this Grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this Grant may only be expended if Subrecipient timely completes and files its reports.

#### **G. Restrictions and General Conditions.**

1. **Use of Funds.** DHS/FEMA Grant funds may only be used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.
2. **Federal Employee Prohibition.** Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this Grant. Federal employees may not receive funds under this Grant.
3. **Points of Contacts.** Within 30 calendar days of any change, Subrecipient shall notify DPS/TDEM of any change or correction to the Designation of Applicant's Agent, chief elected official, program, and/or financial points of contact in the DPS/TDEM grant management system.
4. **DUNS Number.** Subrecipient confirms its Data Universal Numbering Systems (DUNS) Number is the number listed on this Grant. The DUNS Number is the nine digit number

- established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or <http://fedgov.dnb.com/webform>
5. Central Contractor Registration and Universal Identifier Requirements. Subrecipient maintains that it has registered on the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov) or other federally established site for contractor registration, and entered DPS/TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this Grant's final financial report or receives final Grant award payment. Subrecipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See Section §200.32 of OMB 2 C.F.R.
  6. Reporting Total Compensation of Subrecipient Executives. 2 C.F.R. §200.331; see FEMA Information Bulletin 350.
    - a. Applicability and what to report: Subrecipient shall report whether Subrecipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §200.331. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with Subrecipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Subrecipient's five most highly compensated executives for the preceding completed fiscal year.
    - b. Where and when to report: Subrecipient shall report executive total compensation at [www.sam.gov](http://www.sam.gov) or other federally established replacement site. By signing this Grant, Subrecipient certifies that, if required, Subrecipient's jurisdiction has already registered, entered the required information, and shall keep information in the SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.
  7. Debarment and Suspension. Subrecipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.
  8. Direct Deposit. If Subrecipient has not received reimbursements from DPS/TDEM within the past eleven (11) months (prior to date of award), it shall forward a new/updated direct deposit form to DPS/TDEM. Completed direct deposit forms from Subrecipient shall be emailed to TDEM project officer. The email subject line and attachment name shall include the subrecipient name and identify the document attached (i.e. "*Sample County DD form*"). The direct deposit form is currently available at <http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf>.
  9. Property Management and Inventory. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall develop and implement a control system to prevent loss, damage or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this Grant.

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

H. **Procurement and Contracting.**

1. **Procurements.** Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 2 C.F.R. 200.318
2. **Contract Provisions.** All contracts executed using funds awarded under this Grant shall contain the contract provisions listed under 2 C.F.R. 200.326 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. Procurement activities must follow the most restrictive of Federal, State and Local procurement regulations:
  - a. Procurement by micro purchase
  - b. Procurement by small purchase
  - c. Procurement by sealed bid
  - d. Procurement by competitive proposal
  - e. Procurement by non-competitive proposal, solely when the award of a contract is unfeasible under the other methods

The State must be contacted for approval to use a noncompetitive procurement method. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.

The **cost plus a percentage of cost and percentage of construction cost** methods of contracting are **ineligible**.

**Must** perform **cost/price analysis** for purchases over \$3000.

**Must** negotiate **profit as a separate element** where required.

4. Evidence of non-debarment for vendors must be documented through <http://www.sam.gov/portal/public/SAM> and [http://www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred/](http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/) and submitted for review.
  5. Comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at 2 CFR 200.321
- I. **Monitoring.** Subrecipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

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

J. **Audit.**

1. **Audit of Federal and State Funds.** Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB 2 C.F.R. 200.501, formerly A-133). Subrecipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.
2. **Right to Audit.** Subrecipient shall give the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received and performances rendered under this Grant. Subrecipient shall permit DPS/TDEM or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials or information necessary to facilitate such audit.
3. **Subrecipient's Liability for Disallowed Costs.** Subrecipient understands and agrees that it shall be liable to DPS/TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to DPS/TDEM of such disallowed costs shall be paid by Subrecipient from funds that were not provided or otherwise made available to Subrecipient pursuant to this Grant or any other federal contract.
4. **Subrecipient's Facilitation of Audit.** Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/TDEM may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
5. **State Auditor's Clause.** Subrecipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.

**K. Retention and Accessibility of Records.**

1. **Retention of Records.** Subrecipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, of Part 200 UGMS §.42, and this Grant. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.
2. **Access to Records.** Subrecipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Subrecipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

**L. Changes, Amendments, Suspension or Termination**

1. **Modification.** FEMA or DPS/TDEM may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this Grant. Any alteration, addition, or deletion to this Grant by Subrecipient is not valid.
2. **Effect of Changes in Federal and State Laws.** Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws, regulations or policy are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event FEMA or DPS/TDEM determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Subrecipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient's acceptance of the changes to this Grant.
3. **Suspension.** In the event Subrecipient fails to comply with any term of this Grant, DPS/TDEM may, upon written notification to Subrecipient, suspend this Grant, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant's funds.
4. **Termination.** DPS/TDEM shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if DPS/TDEM determines that Subrecipient has failed to comply with any term of this Grant. DPS/TDEM shall provide written notice of the termination and include:
  - a. The reason(s) for such termination;
  - b. The effective date of such termination; and
  - c. In the case of partial termination, the portion of this Grant to be terminated.
  - d. Appeal may be made to the Deputy Assistant Director of Texas Division of Emergency Management- Recovery Mitigation and Standards, Texas Department of Public Safety.

- M. **Enforcement.** If Subrecipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application,

a notice of award, or elsewhere, DPS/TDEM or DHS may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports
2. Require payments as reimbursements rather than advance payments
3. Temporarily withhold payments pending correction of the deficiency
4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
5. Request FEMA to wholly or partially de-obligate funding for a project
6. Temporarily withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by DPS/TDEM or DHS;
7. Withhold further awards for the grant program
8. Take other remedies that may be legally available

In taking an enforcement action, DPS/TDEM will provide Subrecipient an opportunity for a hearing, appeal, or other administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved.

The costs of Subrecipient resulting from obligations incurred by Subrecipient during a suspension or after termination of this Grant are not allowable unless DPS/TDEM or DHS expressly authorizes them in the notice of suspension or termination or subsequently.

Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- The costs result from obligations which were properly incurred by Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
- The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under E.O. 12549. 2 C.F.R., Appendix II to Part 200, (I).

- N. **Conflicts of Interest.** The subrecipient will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- O. **Closing of this Grant.** DPS/TDEM will close a subaward after receiving all required final documentation from the Subrecipient. If the close out review and reconciliation indicates that Subrecipient is owed additional funds, DPS/TDEM will send the final payment automatically to Subrecipient. If Subrecipient did not use all the funds received, DPS/TDEM will recover the unused funds.

At the completion of Subrecipient's performance period, DPS/TDEM will de-obligate all uncommitted funds and de-obligate all unexpended funds if final documentation is not received by the deadline.

The closeout of this Grant does not affect:

1. DHS or DPS/TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this Grant that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.



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

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

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**EXHIBIT B**

**ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D**

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this Grant.

## Exhibit C

### Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

- A. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.
- C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the Subrecipient certifies that it and its principals and vendors:
  1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to [www.sam.gov](http://www.sam.gov) and the State Debarred Vendor List at: [www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred](http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred).
  2. Have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;
  4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or
  5. Where Subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification).
- E. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- F. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and Subrecipient will require such compliance in any subgrants or contract at the next tier.
- G. Subrecipient will comply with the Drug-free Workplace Act, as amended, 412 U.S.C. §701 et seq., which requires Subrecipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, places where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. Subrecipient will notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 C.F.R. Part 17. Subrecipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.
- H. Subrecipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.
- I. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.
- J. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

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## EXHIBIT D

### State of Texas Assurances

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section \_\_36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

**EXHIBIT E****Environmental Review**

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. shall assess its federally funded projects for potential impact to environmental resources and historic properties.
2. shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by DPS/TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.
3. shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and DPS/TDEM will not authorize or release Grant funds for non-compliant projects.
4. as soon as possible upon receiving this Grant, shall provide information to DPS/TDEM to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to DPS/TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.
5. shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.
6. shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.
7. if ground disturbing activities occur during project implementation, Subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

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## EXHIBIT F

### Additional Grant Conditions

1. Additional damage requiring a new Public Assistance project to be written must be reported within 60 days following the Kickoff meeting with the State- Federal team.
2. All work must be done prior to the approved project completion deadline assigned to each Project. Should additional time be required, a time extension request must be submitted which: a.) Identifies the projects requiring an extension. b.) Explains the reason for an extension. c.) Indicates the percentage of work that has been completed. d.) Provides an anticipated completion date. The reason for an extension must be based on extenuating circumstances or unusual project requirements that are beyond the control of your jurisdiction/organization. **Failure to submit a time extension request may result in reduction or withdrawal of federal funds for approved work.**
3. Any significant change to a project's approved Scope of Work must be reported and approved through TDEM and FEMA before starting the project. Failure to do so will jeopardize grant funding.
4. The Project Completion and Certification Report must be returned to TDEM once all the approved work has been completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report.
5. A cost overrun appeal on small (\$120,000.00) Public Assistance projects must be reported to the Texas Division of Emergency Management (TDEM) within 60 days of completing the last small project in order to be considered for additional funding.
6. Appeals may be filed on any determination made by FEMA or TDEM. All appeals must be submitted to TDEM within 60 days from receiving written notice of the action you wish to appeal. Should you wish to appeal a determination contained in the project application, the 60 days will start the day the application is signed.
7. Public Assistance program projects will not receive funding until all of the requirements identified in the comments section of the Project Worksheet are met.
8. You may request a payment of funds on projects by completing the "Payment of Funds" request and including documentation supporting your request. In the event that an audit results in a reduction of the awarded amount of a project, the subrecipient is responsible for returning the identified overage within 30 days of notification of the overpayment. Small Public Assistance projects are paid upon obligation and the receipt of all required documentation. Payments must be requested at least quarterly if expenditures have been made in that quarter.
9. Projects that have not received final payment will be reviewed quarterly by TDEM representatives upon receipt of the Quarterly Review form from the subrecipient. Quarterly reports will be due on the following dates: **March 15th, June 15th, September 15th & December 15th.** Public Assistance program small projects are exempted.
10. Subrecipient with must submit a project cost summary to TDEM following the completion of each project, except Public Assistance program small projects. The project cost summary must list all labor, equipment, materials and contract costs associated with making needed repairs.
11. Subrecipients expending \$750,000 or more in total Federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F. A copy of the Single Audit must be submitted

to your cognizant State agency or TDEM within nine months of the end of the subrecipient's fiscal year. Consult with your financial officer regarding this requirement. If not required to submit a single audit, a letter must be sent to TDEM certifying to this.

12. Completed record and cost documents for all approved work must be for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value. During this time, all approved projects are subject to State and Federal audit/review.
13. Subrecipients will not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (EO 12549, Debarment and Suspension). Subrecipient must maintain documentation validating review of debarment list of eligible contractors.
14. Subrecipients must keep record of equipment acquired by federal funds for the life cycle of the equipment. A life cycle for most equipment will be three years, but could be longer. If the fair market value of a piece of equipment is valued over \$5,000, FEMA will have the right to a portion of proceeds if equipment is sold. If the fair market value of a piece of equipment is less than \$5,000, the property can either be retained, sold or designated as surplus with no further obligation to FEMA.



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**EXHIBIT G**

**Additional Grant Certifications**

Match Certification

Applicant certifies that they have the ability to meet or exceed the cost share required of this project.

Duplication of Program Statement

Applicant certifies there has not been, nor will there be, a duplication of benefits for this project.

**For Hazard Mitigation Projects Only:**

Maintenance Agreement

Applicant certifies that if there is a Maintenance Agreement needed for this facility copy of that agreement will be provided to TDEM.

Environmental Justice Statement

Federal Executive Order 12898 compliance requirements – If there are any concentrations of low income or minority populations in or near the HMGP project:

1. Applicant certifies that the HMGP project result will not result in a disproportionately high or adverse effect on low income or minority populations.  
OR
2. Applicant certifies that action will be taken to ensure achievement of environmental justice for low income and minority populations related to this HMGP project.

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# TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD. - BOX 4087 - AUSTIN, TEXAS 78773-0220

512/424-2000

www.dps.texas.gov



STEVEN C. McCRAW  
DIRECTOR  
DAVID G. BAKER  
ROBERT J. BODISCH, SR.  
DEPUTY DIRECTORS



COMMISSION  
A. CYNTHIA LEON, CHAIR  
MANNY FLORES  
FAITH JOHNSON  
STEVEN P. MACH  
RANDY WATSON

2 February 2016

Judge H.M. Davenport  
Navarro County  
601 North 13th  
Street Suite 6  
Corsicana, TX, 75110  
DUNS Number: 071371363

RE: Public Assistance Grant, DR 4223, Severe Storms, Tomadoes,  
Straight – line Winds, and Floods  
Catalog of Federal Domestic Assistance (CFDA) number 97.036  
FEMA Project Number PA-06-TX-4223-PW-00745(0)  
Project Title: NAV001C - Precinct 2 Roads - Completed Work  
Period of Performance: 29 May 2015 to 29 November 2016

A Disaster Assistance subgrant has been awarded by Texas Division of Emergency Management (TDEM).

PA-06-TX-4223-PW-00745(0)						
Version / Amendment	Date	Total Subgrant Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount
0	17 December 2015	\$44,734.71	75%	\$33,551.03	25%	\$11,183.68

This award is not for Research or Development as defined in 2 CFR 200.87.

No indirect costs are available with this award. Direct Administrative Costs are allowable as outlined in the project scope.

A copy of the approved scope of work is attached. Terms and conditions of this award are also attached.

Signing and returning this award letter indicates Subrecipient's acceptance of the scope of the subaward, the ability to pay the state match and all grant terms and conditions outlined in the attached documents.

Acceptance of the subaward must be returned to TDEM before payment on the subaward can be processed.

It is important that the Subrecipient read, understand and comply with the scope and all terms and conditions. It is also vital that this information be disseminated to Subrecipient's staff and contractors that are involved in work related to administrative support or administration of the subgrant.

If changes are needed to the scope of the subaward, period of performance or costs associated to the subaward, the Subrecipient should immediately contact TDEM. No change will be considered made to the subaward until the Subrecipient is notified in writing by TDEM.

Please sign below to acknowledged acceptance of this subaward and agreement to abide by all terms and conditions.

  
\_\_\_\_\_  
Designated Subrecipient Agent

2-8-16  
\_\_\_\_\_  
Date

Should you wish to appeal any determination related to this subaward you must do so within 60 days of receipt of the notice of the action. You will need to provide your appeal with any documentation supporting your position to your assigned TDEM project officer within the allotted time.

If you have any questions please contact Irma Vera at (713) 750-8262 or email at [irma.vera@ey.com](mailto:irma.vera@ey.com).

ATTACHMENTS: Scope of Work  
Terms and Conditions

<b>PA-06-TX-4223-PW-00745(0)</b>	
<b>Applicant Name:</b> NAVARRO (COUNTY)	<b>Application Title:</b> NAV001C - Precinct 2 Roads - Completed Work
<b>Period of Performance Start:</b> 05-29-2015	<b>Period of Performance End:</b> 11-29-2016

<b>Bundle Reference # (Amendment #)</b>	<b>Date Awarded</b>

### Subgrant Application - FEMA Form 90-91

Note: The Effective Cost Share for this application is 75%

FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET					
DISASTER	PROJECT NO	PA ID NO	DATE	CATEGORY	
FEMA -4223 - DR -TX	NAV001C	349-99349-00	12-01-2015	C	
APPLICANT NAVARRO (COUNTY)			WORK COMPLETE AS OF 11-18-2015 100%		
Site 1 of 1					
DAMAGED FACILITY			COUNTY Navarro		
Precinct 2 Roads					
LOCATION:			LATITUDE:	LONGITUDE:	
Current Version The Navarro County Precinct 2 road maintenance group is located in Kerens, TX about 55 miles southeast of Dallas at Latitude 32.131539, Longitude -96.238470			32.13153	-96.23847	
DAMAGE DESCRIPTION AND DIMENSIONS					
Current Version: During the incident period from May 4, through June 22, 2015, severe flooding from storms resulted in road damage in Navarro County, Texas. Aggregate was washed away from roads resulting in deep cuts and / or erosion of the surface material in many locations. In several locations bridges were damaged and culverts were damaged or washed out.					
The Applicant is responsible for maintaining roads in the county and will undertake repairs to restore these roads to pre-disaster condition.					
Note: The factor used to convert tons to cubic yards is 1.4					
The following sites were damaged:					
Site 1, Location A: County Road SE4070: GPS 31.095608, -96.174248, flooding washed away a 96 IN x 48 FT CMP culvert. A wooden retaining wall measuring approximately 100 FT long x 16 FT deep was also washed away by floodwaters at this location.					
Site 2: County Road SE4080: GPS 32.106232, -96.167839, flooding washed away a 48 IN x 30 FT CMP culvert and a sheet pile erosion protection wall measuring 16 FT long x 12 FT deep. Approximately 10 CY (14 tons) of 3/5 Rock was also washed out from behind the retaining wall and around the culvert. Flooding also washed away gravel from the surface of the road in a section measuring 54 FT x 22 FT x 1.1 FT = 48.4 CY = 68 Tons of material consisting of 28 Tons of 3/5 Rock and 40 tons of Flex Base aggregate.					
Site 3, Location A: County Road SE4090: GPS 32.113216, -96.141243, flooding washed away material from a section of road measuring 43 FT x 18 FT x 1.2 FT = 34.4 CY = 48 Tons of material consisting of 24 Tons 3/5 Rock and 24 tons of Flex Base aggregate rock.					
Site 3, Location B: County Road SE4090: GPS 32.108170, -96.137619, flooding washed away material from a section of gravel road measuring 41 FT x 18 FT x 2.2 FT = 42.9 CY = 60 Tons of material consisting of 36 Tons 3/5 Rock and 24 tons of Flex Base aggregate.					

Site 4: County Road SE4040: GPS 32.125824, -96.176369; flood waters washed away gravel road material from the approaches to a bridge at this location. The washed out road on the west side of the bridge measured 27 FT x 20 FT x 0.7 FT. = 14 CY. The washed out section on the east side of the bridge measured 24 FT x 20 FT x 0.7 FT. = 12 CY. The total material washed out is 14 CY + 12 CY = 26 CY = 38 Tons.

#### SCOPE OF WORK

Current Version:

#### COMPLETED WORK

Applicant utilized Force Account labor, equipment and material to return the gravel roads to pre-disaster condition as shown below:

Site 1, Location A: County Road SE4070: As detailed on the attached spreadsheets, the Applicant utilized Force Account labor (309 man-hours), equipment and materials to return this road to pre-disaster conditions.

The following work was completed:

1. Installed 96 IN x 48 FT CMP Culvert
2. Replaced 100 FT x 8 FT Wooden Retaining Wall (Note that this wall was constructed using one hundred 2 IN x 12 IN x 16 FT "Bridge Boards" and 2 IN steel pipe).

Total (See Attached Spreadsheets)

Labor = \$8,365.67  
Equipment = \$9,982.50  
Materials = \$8,324.81

Site 2: County Road SE4080: As detailed on the attached spreadsheets, the Applicant utilized Force Account labor (119 man-hours), equipment, and materials to return this road to pre-disaster conditions.

The following work was completed:

1. Installed one 48 IN x 30 FT CMP Culvert
2. Installed sixteen 1 FT x 12 FT Sheet Pile Panels
3. Placed 10 CY of 3/5 Rock Around Culvert and Retaining Wall
4. Placed 48.4 CY (68 Tons) of material consisting of 28 Tons of 3/5 Rock and 40 tons of Flex Base aggregate.

Total (See Attached Spreadsheets)

Labor = \$3,194.24  
Equipment = \$4,002.50  
Materials = \$4,879.33

Site 3, Location A: County Road SE4090: As detailed on the attached spreadsheets, the Applicant utilized Force Account labor (6 man-hours), equipment, and materials to return this road to pre-disaster conditions.

The following work was completed:

1. Placed 48 Tons of material consisting of 24 Tons 3/5 Rock and 24 tons of Flex Base aggregate rock.

Total (See Attached Spreadsheets)

Labor = \$169.06  
Equipment = \$640.00  
Materials = \$954.00

Site 3, Location B: County Road SE4090: As detailed on the attached spreadsheets, the Applicant utilized Force Account labor (9 man-hours), equipment, and materials to return this road to pre-disaster conditions.

The following work was completed:

1. Placed 60 Tons of material consisting of 36 Tons 3/5 Rock and 24 tons of Flex Base aggregate rock.

Total (See Attached Spreadsheets)

Labor = \$253.59  
Equipment = \$780.00  
Materials = \$1,236.00

Site 4: County Road SE4040: As detailed on the attached spreadsheets, the Applicant utilized Force Account labor (15 man-hours), equipment, and materials to return this road to pre-disaster conditions.

The following work was completed:

1. Placed 38 Tons of Flex Base aggregate rock.

Total (See Attached Spreadsheets)

Labor = \$422.65  
Equipment = \$1,600.00  
Materials = \$585.00

NOTE: Direct Administrative Costs for site visits were distributed among the four Project Worksheets that cover the sites visited.

#### PROJECT NOTES

-- **DIRECT ADMINISTRATIVE COSTS:** The subgrantee requested Direct Administrative Costs (DAC) that are directly chargeable to this project. Associated eligible work is related administration of the PA project only and in accordance with 2 CFR 200.413. These costs are treated consistently and uniformly as direct costs in all federal awards and other subgrantee activities and are not included in any approved indirect cost rates.

-- **HAZARD MITIGATION PROPOSAL:** Hazard Mitigation under section 406 has been considered for this project and due to the type of work or project, effective mitigation is not feasible within the requirements of 44 CFR 206.228(c).

-- **PROCUREMENT:** The Applicant was advised by FEMA PAC and/or Project Specialist that in the seeking of proposals and letting of contracts for eligible work, the Applicant must comply with its Local, State and/or Federal procurement laws, regulations, and procedures as required by 2 CFR 317-326.

-- **RECORD RETENTION:** As described in 2 CFR 200.33 Subgrantee must maintain all work-related records for a period of three (3) years from Subgrantee closure (final payment), all records relative this project worksheet are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster specific costs.

-- **PERMITS:** Federal Funding is contingent upon acquiring all necessary Federal, State and Local permits. Noncompliance with this requirement may jeopardize the receipt of federal funds. The applicant is responsible for obtaining all required permits prior to the commencement of work.

-- **ENVIRONMENTAL AND HISTORIC PRESERVATION:** Applicant must comply with all applicable environmental and historic preservation laws. Federal funding is contingent upon acquiring all necessary Federal, State and Local permits. Noncompliance with this requirement may jeopardize the receipt of federal funds.

-- **CHANGES TO SCOPE OF WORK DESCRIBED IN THIS PW/SA (SUBGRANT APPLICATION):** The applicant shall comply with all applicable codes and standards in the completion of eligible work to repair or replace damaged public facilities. Any change to the approved scope of work on a Project Worksheet (PW/SA) must be reported and approved before work begins. Failure to report changes may jeopardize Federal and State funding. In the case of a change in scope of work, the applicant should immediately notify Wendell Allen, Section Administrator, Texas Department of Emergency Management prior to starting work.

-- **INSURANCE REVIEW:** The applicant is aware that all projects are subject to an insurance review as stated in 44 C.F.R. Sections 206.252 and 206.253. If applicable, an insurance determination will be made either as anticipated proceeds or actual proceeds in accordance with the applicant's insurance policy which may affect the total amount of the project. Approval of this project may result in an obtain/maintain insurance requirement. The Subgrantee must comply with insurance reviewer terms and conditions upon receipt of sub-grant from the State.

-- **COST BASIS FOR LABOR, EQUIPMENT AND MATERIALS:** Costs used to formulate this project were based on: (select all that apply and include data dates)

- Unit Costs provided by Applicant
- RS Means cost estimating guide
- Actual or Recent Contract costs
- FEMA cost codes
- Local material cost

-- **AUDIT STATEMENT:** All documentation related to this project worksheet is subject to audit and must reflect disaster - related work and project - specific cost. The applicant has been advised of responsibility to maintain supporting documentation (records). The type of records to be maintained is specified in FEMA policy 2 CFR Subpart F, Audit Requirements. Records must be maintained for three 3 years from the date the last project was completed or from the date final payment was received, whichever is later.

-- **75% FEDERAL FUNDING:** In accordance with FEMA policy 9523.9 and current disaster declaration determinations, this project worksheet will be funded with the Federal Cost share at 75% of all eligible costs.

-- By accepting this grant the Applicant to the best of their ability acknowledges that all damages described within this Sub-grant Application and all associated costs being claimed were a direct result of the declared event, and in connection with the incident period of 05/04/2015 thru 08/22/2015 with the exception of requests for alternate or improved projects.

-- **WORK TO BE COMPLETED:** Upon completion, this site will be returned to its original design, function, and capacity within the original footprint. Acquiring all necessary Federal, State, and local permits is required for Federal Funding. Noncompliance with this requirement may jeopardize the receipt of Federal funds

-- **FEDERAL AID ROADS:** Project Specialist has validated that none of the sites in this project are listed on the Federal Functional Classification System as Major Collectors, Minor Arterials, Principal Arterials, or Interstates, receiving federal funding.

-- **ROAD PROJECTS (FIRMette Requirement):** Any road being repaired to pre-disaster design, function, capacity that does not include a hazard mitigation proposal, will not require a FIRMette. If any work to repair the road requires work outside the original footprint a FIRMette will be required.

-- **SMALL PROJECTS, ANY CATEGORY:** For small projects FEMA pays based on the actual or estimated cost in order to expedite the funds (Digest pg. 121.) FEMA does not perform final inspections on small projects; however, the state must certify compliance. The applicant does have the ability to request a small project netting (appeal) if/when significant net small over-runs occur. This process will

involve a review of all documentation for all small projects and an adjustment will be made for the total actual eligible dollars spent (over-run/under-run). A final Project Worksheet will then be required in EMMIE to capture all the eligible PA costs for the small projects

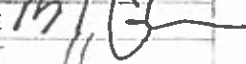
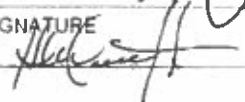
– SMALL PROJECT CHANGE REQUEST: Change requests to small project worksheets will not be approved unless there is a change in the approved scope of work. This change must be approved prior to the construction. If after completion of all small projects the applicant incurs a significant net small project overrun, the applicant must file an appeal within 60 day of completion of the applicant's last small project. All requests must be submitted through the grantee

Does the Scope of Work change the pre-disaster conditions at the site? Yes No	Special Considerations included? Yes No
Hazard Mitigation proposal included? Yes No	Is there insurance coverage on this facility? Yes No

**PROJECT COST**

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work Completed			
1	9007	Labor	1/LS	\$ 12,405.21	\$ 12,405.21
2	9008	Equipment	1/LS	\$ 15,985.00	\$ 15,985.00
3	9009	Material	1/LS	\$ 15,979.14	\$ 15,979.14
4	0000	Insurance Adjustments - 5900/5901	0/LS	\$ 0.00	\$ 0.00
		*** Version 0 ***			
5	9901	Direct Administrative Costs (Subgrantee)	1/LS	\$ 365.36	\$ 365.36

**TOTAL COST** \$ 44,734.71

PREPARED BY ROBERT C GLASSEN	TITLE Project Specialist	SIGNATURE 
APPLICANT REP Eric Myers H. M. Davenport, Jr	TITLE Emergency Management Coordinator County Judge	SIGNATURE 

## GRANT TERMS AND CONDITIONS

This Grant Agreement (consisting of FEMA Disaster Award and these Terms and Conditions) is made and entered into by and between the Department of Public Safety / Texas Division of Emergency Management, an agency of the State of Texas, hereinafter referred to as "DPS/TDEM," and the funds recipient, hereinafter referred to as the "Applicant" or "Subrecipient." Furthermore, DPS/TDEM and the Subrecipient are collectively hereinafter referred to as the "Parties."

Subrecipient may not assign or transfer any interest in this Grant without the express, prior written consent of DPS/TDEM. If Subrecipient issues subawards as part of this Grant project, Subrecipient shall include and require its subawardees to comply with the terms and conditions of this Grant.

The term "Subrecipient agreement funds" as used in this Grant means funds provided by DPS/TDEM under the United States Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) grant programs (also referred to herein as DHS/FEMA). The term "Subrecipient's funds" or match funds as used in this Grant means funds provided by the Subrecipient.

- A. **Standard of Performance.** Subrecipient shall perform all activities as approved by DPS/TDEM. Any change to a project shall receive prior written approval by TDEM and, if required, by FEMA. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:
1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
  2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
  3. Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"
  4. State of Texas Assurances, hereinafter referred to as "Exhibit D"
  5. Environmental Review Certification, hereinafter referred to as "Exhibit E"
  6. Additional Grant Conditions, hereinafter referred to as "Exhibit F"
  7. Additional Grant Certifications, hereinafter referred to as "Exhibit G"
- B. **Failure to Perform.** In the event Subrecipient fails to implement the project(s) entered and approved in the DPS/TDEM web-based grants management system, or comply with any provision of this Grant, Subrecipient shall be liable to DPS/TDEM for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other grant program funds administered by DPS until repayment to DPS/TDEM is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by DPS.
- C. **Funding Obligations.** DPS/TDEM shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.
1. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by DPS/TDEM under this Grant shall not exceed the Total Award Amount listed on the Grant Subrecipient Award.
  2. Subrecipient shall contribute the match funds listed on the Grant Subrecipient Award.



3. Subrecipient shall refund to DPS/TDEM any sum of these Grant funds that has been determined by DPS/TDEM to be an overpayment to Subrecipient or that DPS/TDEM determines has not been spent by Subrecipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal Grant funds unless repayment with Grant funds is specifically permitted by statute or regulation. Subrecipient shall make such refund to DPS/TDEM within thirty (30) calendar days after
  4. DPS/TDEM requests such refund.
- D. **Performance Period.** The performance period for this Grant is listed on the Grant Subrecipient Award letter. **All projects shall be completed within the performance period AND all reimbursement requests shall be submitted to DPS/TDEM within 60 days for the end of the performance period.** Subrecipient shall have expended all Grant funds and submitted reimbursement requests, invoices and any supporting documentation to DPS/TDEM within 60 days of the end of the performance period. DPS/TDEM shall not be obligated to reimburse expenses incurred after the performance period or submitted after the deadline.
- E. **Uniform Administrative Requirements, Cost Principals and Audit Requirements.** Except as specifically modified by law or this Grant, Subrecipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below [not all may apply in every projects]:
- Public Law 93-288, as amended (Stafford Act)
  - 44 CFR, Emergency Management and Assistance
  - Disaster Mitigation Act of 2000
  - OMB Regulations 2 CFR, Grant and Agreements
  - Executive Order 11988, Floodplain Management
  - Executive Order 11990, Protection of Wetlands
  - Executive Order 12372, Intergovernmental Review of Programs and Activities
  - Executive Order 12549, Debarment and Suspension
  - Executive Order 12612, Federalism
  - Executive Order 12699, Seismic Design
  - Executive Order 12898, Environmental Justice
  - Coastal Barrier Resources Act, Public Law 97-348
  - Single Audit Act, Public Law 98-502
  - Sandy Recovery Improvement Act publications
  - 16 U.S.C. § 470, National Historic Preservation Act
  - 16 U.S.C. § 1531, Endangered Species Act References
  - FEMA program publications, guidance and policies
- F. **State Requirements for Grants.** Subrecipient shall comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, (UGMS) at:  
<http://www.window.state.tx.us/procurement/catrad/ugms.pdf>  
 and the program State Administrative Plan, available at:  
<http://www.txdps.state.tx.us/dem/GrantsResources/index.htm>.

Subrecipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant and the approved application.

Grant funds may not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using Grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using Grant funds to pay dues to an organization with a registered lobbyist;
3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use Grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Subrecipient to make every effort to attain key performance target levels associated with this Grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this Grant may only be expended if Subrecipient timely completes and files its reports.

#### **G. Restrictions and General Conditions.**

1. **Use of Funds.** DHS/FEMA Grant funds may only be used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.
2. **Federal Employee Prohibition.** Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this Grant. Federal employees may not receive funds under this Grant.
3. **Points of Contacts.** Within 30 calendar days of any change, Subrecipient shall notify DPS/TDEM of any change or correction to the Designation of Applicant's Agent, chief elected official, program, and/or financial points of contact in the DPS/TDEM grant management system.
4. **DUNS Number.** Subrecipient confirms its Data Universal Numbering Systems (DUNS) Number is the number listed on this Grant. The DUNS Number is the nine digit number

established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or <http://fedgov.dnb.com/webform>

5. **Central Contractor Registration and Universal Identifier Requirements.** Subrecipient maintains that it has registered on the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov) or other federally established site for contractor registration, and entered DPS/TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this Grant's final financial report or receives final Grant award payment. Subrecipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See Section §200.32 of OMB 2 C.F.R.
6. **Reporting Total Compensation of Subrecipient Executives.** 2 C.F.R. §200.331; see FEMA Information Bulletin 350.
  - a. **Applicability and what to report:** Subrecipient shall report whether Subrecipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §200.331. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with Subrecipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Subrecipient's five most highly compensated executives for the preceding completed fiscal year.
  - b. **Where and when to report:** Subrecipient shall report executive total compensation at [www.sam.gov](http://www.sam.gov) or other federally established replacement site. By signing this Grant, Subrecipient certifies that, if required, Subrecipient's jurisdiction has already registered, entered the required information, and shall keep information in the SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.
7. **Debarment and Suspension.** Subrecipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.
8. **Direct Deposit.** If Subrecipient has not received reimbursements from DPS/TDEM within the past eleven (11) months (prior to date of award), it shall forward a new/updated direct deposit form to DPS/TDEM. Completed direct deposit forms from Subrecipient shall be emailed to TDEM project officer. The email subject line and attachment name shall include the subrecipient name and identify the document attached (i.e. "*Sample County DD form*"). The direct deposit form is currently available at <http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf>.
9. **Property Management and Inventory.** Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall develop and implement a control system to prevent loss, damage or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this Grant.

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

H. **Procurement and Contracting.**

1. **Procurements.** Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 2 C.F.R. 200. 318
2. **Contract Provisions.** All contracts executed using funds awarded under this Grant shall contain the contract provisions listed under 2 C.F.R. 200.326 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. Procurement activities must follow the most restrictive of Federal, State and Local procurement regulations:
  - a. Procurement by micro purchase
  - b. Procurement by small purchase
  - c. Procurement by sealed bid
  - d. Procurement by competitive proposal
  - e. Procurement by non-competitive proposal, solely when the award of a contract is unfeasible under the other methods

The State must be contacted for approval to use a noncompetitive procurement method. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.

The **cost plus a percentage of cost and percentage of construction cost methods of contracting are ineligible.**

**Must perform cost/price analysis for purchases over \$3000.**

**Must negotiate profit as a separate element where required.**

4. Evidence of non-debarment for vendors must be documented through <http://www.sam.gov/portal/public/SAM> and [http://www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred/](http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/) and submitted for review.
  5. Comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at 2 CFR 200.321
- I. **Monitoring.** Subrecipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

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

J. **Audit.**

1. **Audit of Federal and State Funds.** Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB 2 C.F.R. 200.501, formerly A-133). Subrecipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.
2. **Right to Audit.** Subrecipient shall give the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received and performances rendered under this Grant. Subrecipient shall permit DPS/TDEM or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials or information necessary to facilitate such audit.
3. **Subrecipient's Liability for Disallowed Costs.** Subrecipient understands and agrees that it shall be liable to DPS/TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to DPS/TDEM of such disallowed costs shall be paid by Subrecipient from funds that were not provided or otherwise made available to Subrecipient pursuant to this Grant or any other federal contract.
4. **Subrecipient's Facilitation of Audit.** Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/TDEM may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
5. **State Auditor's Clause.** Subrecipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.

**K. Retention and Accessibility of Records.**

1. **Retention of Records.** Subrecipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, of Part 200 UGMS §.42, and this Grant. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.
2. **Access to Records.** Subrecipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Subrecipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

**L. Changes, Amendments, Suspension or Termination**

1. **Modification.** FEMA or DPS/TDEM may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this Grant. Any alteration, addition, or deletion to this Grant by Subrecipient is not valid.
2. **Effect of Changes in Federal and State Laws.** Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws, regulations or policy are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event FEMA or DPS/TDEM determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Subrecipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient's acceptance of the changes to this Grant.
3. **Suspension.** In the event Subrecipient fails to comply with any term of this Grant, DPS/TDEM may, upon written notification to Subrecipient, suspend this Grant, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant's funds.
4. **Termination.** DPS/TDEM shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if DPS/TDEM determines that Subrecipient has failed to comply with any term of this Grant. DPS/TDEM shall provide written notice of the termination and include:
  - a. The reason(s) for such termination;
  - b. The effective date of such termination; and
  - c. In the case of partial termination, the portion of this Grant to be terminated.
  - d. Appeal may be made to the Deputy Assistant Director of Texas Division of Emergency Management- Recovery Mitigation and Standards, Texas Department of Public Safety.

- M. **Enforcement.** If Subrecipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application,

a notice of award, or elsewhere, DPS/TDEM or DHS may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports
2. Require payments as reimbursements rather than advance payments
3. Temporarily withhold payments pending correction of the deficiency
4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
5. Request FEMA to wholly or partially de-obligate funding for a project
6. Temporarily withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by DPS/TDEM or DHS;
7. Withhold further awards for the grant program
8. Take other remedies that may be legally available

In taking an enforcement action, DPS/TDEM will provide Subrecipient an opportunity for a hearing, appeal, or other administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved.

The costs of Subrecipient resulting from obligations incurred by Subrecipient during a suspension or after termination of this Grant are not allowable unless DPS/TDEM or DHS expressly authorizes them in the notice of suspension or termination or subsequently.

Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- The costs result from obligations which were properly incurred by Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
- The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under E.O. 12549. 2 C.F.R., Appendix II to Part 200, (I).

- N. **Conflicts of Interest.** The subrecipient will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- O. **Closing of this Grant.** DPS/TDEM will close a subaward after receiving all required final documentation from the Subrecipient. If the close out review and reconciliation indicates that Subrecipient is owed additional funds, DPS/TDEM will send the final payment automatically to Subrecipient. If Subrecipient did not use all the funds received, DPS/TDEM will recover the unused funds.

At the completion of Subrecipient's performance period, DPS/TDEM will de-obligate all uncommitted funds and de-obligate all unexpended funds if final documentation is not received by the deadline.

The closeout of this Grant does not affect:

1. DHS or DPS/TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this Grant that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.



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

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

**EXHIBIT B****ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D**

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this Grant.

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## Exhibit C

### Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

- A. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.
- C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the Subrecipient certifies that it and its principals and vendors:
  1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to [www.sam.gov](http://www.sam.gov) and the State Debarred Vendor List at: [www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred](http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred).
  2. Have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;
  4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or
  5. Where Subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification).
- E. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- F. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and Subrecipient will require such compliance in any subgrants or contract at the next tier.
- G. Subrecipient will comply with the Drug-free Workplace Act, as amended, 412 U.S.C. §701 et seq., which requires Subrecipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, places where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. Subrecipient will notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 C.F.R. Part 17. Subrecipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.
- H. Subrecipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.
- I. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.
- J. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

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

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section \_36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

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15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

**EXHIBIT E****Environmental Review**

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. shall assess its federally funded projects for potential impact to environmental resources and historic properties.
2. shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by DPS/TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.
3. shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and DPS/TDEM will not authorize or release Grant funds for non-compliant projects.
4. as soon as possible upon receiving this Grant, shall provide information to DPS/TDEM to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to DPS/TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.
5. shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.
6. shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.
7. if ground disturbing activities occur during project implementation, Subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

**EXHIBIT F****Additional Grant Conditions**

1. Additional damage requiring a new Public Assistance project to be written must be reported within 60 days following the Kickoff meeting with the State- Federal team.
2. All work must be done prior to the approved project completion deadline assigned to each Project. Should additional time be required, a time extension request must be submitted which: a.) Identifies the projects requiring an extension. b.) Explains the reason for an extension. c.) Indicates the percentage of work that has been completed. d.) Provides an anticipated completion date. The reason for an extension must be based on extenuating circumstances or unusual project requirements that are beyond the control of your jurisdiction/organization. **Failure to submit a time extension request may result in reduction or withdrawal of federal funds for approved work.**
3. Any significant change to a project's approved Scope of Work must be reported and approved through TDEM and FEMA before starting the project. Failure to do so will jeopardize grant funding.
4. The Project Completion and Certification Report must be returned to TDEM once all the approved work has been completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report.
5. A cost overrun appeal on small (\$120,000.00) Public Assistance projects must be reported to the Texas Division of Emergency Management (TDEM) within 60 days of completing the last small project in order to be considered for additional funding.
6. Appeals may be filed on any determination made by FEMA or TDEM. All appeals must be submitted to TDEM within 60 days from receiving written notice of the action you wish to appeal. Should you wish to appeal a determination contained in the project application, the 60 days will start the day the application is signed.
7. Public Assistance program projects will not receive funding until all of the requirements identified in the comments section of the Project Worksheet are met.
8. You may request a payment of funds on projects by completing the "Payment of Funds" request and including documentation supporting your request. In the event that an audit results in a reduction of the awarded amount of a project, the subrecipient is responsible for returning the identified overage within 30 days of notification of the overpayment. Small Public Assistance projects are paid upon obligation and the receipt of all required documentation. Payments must be requested at least quarterly if expenditures have been made in that quarter.
9. Projects that have not received final payment will be reviewed quarterly by TDEM representatives upon receipt of the Quarterly Review form from the subrecipient. Quarterly reports will be due on the following dates: **March 15th, June 15th, September 15th & December 15th.** Public Assistance program small projects are exempted.
10. Subrecipient with must submit a project cost summary to TDEM following the completion of each project, except Public Assistance program small projects. The project cost summary must list all labor, equipment, materials and contract costs associated with making needed repairs.
11. Subrecipients expending \$750,000 or more in total Federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F. A copy of the Single Audit must be submitted

to your cognizant State agency or TDEM within nine months of the end of the subrecipient's fiscal year. Consult with your financial officer regarding this requirement. If not required to submit a single audit, a letter must be sent to TDEM certifying to this.

12. Completed record and cost documents for all approved work must be for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value. During this time, all approved projects are subject to State and Federal audit/review.
13. Subrecipients will not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (EO 12549, Debarment and Suspension). Subrecipient must maintain documentation validating review of debarment list of eligible contractors.
14. Subrecipients must keep record of equipment acquired by federal funds for the life cycle of the equipment. A life cycle for most equipment will be three years, but could be longer. If the fair market value of a piece of equipment is valued over \$5,000, FEMA will have the right to a portion of proceeds if equipment is sold. If the fair market value of a piece of equipment is less than \$5,000, the property can either be retained, sold or designated as surplus with no further obligation to FEMA.



**EXHIBIT G**

**Additional Grant Certifications**

**Match Certification**

Applicant certifies that they have the ability to meet or exceed the cost share required of this project.

**Duplication of Program Statement**

Applicant certifies there has not been, nor will there be, a duplication of benefits for this project.

**For Hazard Mitigation Projects Only:**

**Maintenance Agreement**

Applicant certifies that if there is a Maintenance Agreement needed for this facility copy of that agreement will be provided to TDEM.

**Environmental Justice Statement**

Federal Executive Order 12898 compliance requirements – If there are any concentrations of low income or minority populations in or near the HMGP project:

1. Applicant certifies that the HMGP project result will not result in a disproportionately high or adverse effect on low income or minority populations.  
OR
2. Applicant certifies that action will be taken to ensure achievement of environmental justice for low income and minority populations related to this HMGP project.

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PATTILLO, BROWN & HILL, L.L.P.  
CERTIFIED PUBLIC ACCOUNTANTS ■ BUSINESS CONSULTANTS

January 6, 2016

Navarro County, Texas  
Attention: Brittney T. Simon  
601 N. 13<sup>th</sup> Street, Ste. 6  
Corsicana, Texas 75110

To Commissioners' Court and County Auditor:

We are pleased to confirm our understanding of the services we are to provide Navarro County, Texas for the year ended September 30, 2015. We will audit the financial statement of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Navarro County, Texas as of and for the year ended September 30, 2015. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Navarro County, Texas' basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Navarro County, Texas' RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Information Required by GAAP.
- 3) Schedule of Changes in Net Pension Liability and Related Ratios.

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## 4) Schedule of Contributions.

We have also been engaged to report on supplementary information other than RSI that accompanies Navarro County, Texas' financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Nonmajor Combining and Individual Fund Statements and Schedules.
- 2) Schedule of Expenditures of Federal Awards.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Introductory Section.
- 2) Statistical Section.

**Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The OMB Circular A-133 report on internal control over

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compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133; and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to Commissioners' Court and County Auditor of Navarro County, Texas. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

#### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors,

any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

**Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

**Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Navarro County, Texas' compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those

procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Navarro County, Texas' major programs. The purpose of these procedures will be to express an opinion on Navarro County, Texas' compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

### **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes Navarro County, Texas in conformity with U.S. generally accepted accounting principles and OMB Circular A-133 based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Services*.

### **Management Responsibilities**

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures and federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulation and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

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Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review during February 2016.

You are responsible for preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferable from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations and schedules we request and will locate any documents selected by us for testing.

We will schedule the engagement based in part on deadlines, working condition, and the availability of you key personnel. We will plan the engagement based on the assumption that you personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.



We will provide copies of our reports to the County. However, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available to public inspection.

The audit documentation for the engagement is the property of Pattillo, Brown & Hill, L.L.P. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Cognizant or Oversight Agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Pattillo, Brown & Hill, L.L.P. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately February 1, 2016 and to issue our reports no later than March 31, 2016. Paula Lowe is the engagement partner and is responsible for supervising the engagement and signing reports or authorizing another individual to sign them.

Our fees for these services will be at our standard hourly rates plus out-of-pocket cost (such as reports reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$33,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If you elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional cost.

We appreciate the opportunity to be of service to Navarro County, Texas and believe this letter accurately summarized the significant terms of our engagement. If you have any questions, please let me know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

You have requested that we provide you with a copy of our most recent external peer review report and any subsequent reports received during the contract period. Accordingly, our 2013 peer review report accompanies this letter.

Very truly yours,

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

*Paula Lowe*

Paula Lowe, CPA

PL/ad

REPSONSE:

This letter correctly sets forth the understanding of Navarro County, Texas.

Management signature: *Bridget T. Simon*

Title: Navarro County Auditor

Date: 02/08/16

Governance signature: *Allen Duff*

Title: Navarro Co. Judge

Date: 2-8-16

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American Institute of  
Certified Board Accountants

Mississippi Society of  
Certified Public Accountants

An Independent Member of  
CPA Associates International, Inc.,  
A Worldwide Association of Accounting Firms

## EUBANK BETTS

Eubank, Betts, Hirn, Wood, PLLC

A Professional Limited Liability Company  
CERTIFIED PUBLIC ACCOUNTANTS

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### SYSTEM REVIEW REPORT

August 29, 2013

To the Partners of  
**Pattillo, Brown & Hill, L. L. P.**  
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of **Pattillo, Brown & Hill, L. L. P.** (the firm) in effect for the year ended May 31, 2013. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, audits of employee benefit plans, audits performed under FDICIA and examinations of service organizations [Service Organizations Control (SOC) 1 engagements].

In our opinion, the system of quality control for the accounting and auditing practice of **Pattillo, Brown & Hill, L. L. P.** in effect for the year ended May 31, 2013, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. **Pattillo, Brown & Hill, L. L. P.** has received a peer review rating of *pass*.

  
EUBANK, BETTS, HIRN, WOOD, PLLC

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Navarro County  
October 31, 2015  
2016 Monthly Financial Report

	Budget	October	YTD
<b>General Fund:</b>			
<b>Revenues</b>			
Property Taxes	14,407,000.00	34,496.44	34,496.44
Other	5,780,297.00	175,767.51	175,767.51
<b>Total Revenues</b>	<b>20,187,297.00</b>	<b>210,263.95</b>	<b>210,263.95</b>
<b>Expenditures</b>			
Commissioner's Court	98,189.00	6,304.76	6,304.76
Planning & Development	263,085.00	17,655.10	17,655.10
County Clerk	667,194.00	37,963.14	37,963.14
Veterans' Service	23,768.00	1,824.56	1,824.56
Non Departmental	2,359,820.00	85,023.94	85,023.94
Information Systems	169,185.00	10,779.08	10,779.08
HAVA	18,500.00	0.00	0.00
Elections	247,069.00	43,021.48	43,021.48
Courthouse	1,298,283.00	35,348.84	35,348.84
Historical Commission	7,000.00	0.00	0.00
Extension	238,318.00	14,168.79	14,168.79
County Judge	316,194.00	21,324.04	21,324.04
County Court-at-Law	774,141.00	37,741.38	37,741.38
District Court	606,530.00	48,339.18	48,339.18
District Clerk	564,949.00	38,051.43	38,051.43
JP Pct 1	217,270.00	16,517.60	16,517.60
JP Pct 2	213,598.00	16,396.64	16,396.64
JP Pct 3	209,561.00	16,398.88	16,398.88
JP Pct 4	215,580.00	16,763.14	16,763.14
District Attorney	1,015,916.00	72,694.04	72,694.04
Law Library	6,924.00	128.91	128.91
County Auditor	507,976.00	34,850.22	34,850.22
County Treasurer	169,540.00	13,001.20	13,001.20
Tax Assessor/Collector	566,880.00	43,352.63	43,352.63
County Jail	5,470,113.00	417,282.01	417,282.01
Constable Pct 1	46,701.00	3,302.12	3,302.12
Constable Pct 2	47,952.00	3,806.06	3,806.06
Constable Pct 3	46,749.00	3,843.74	3,843.74
Constable Pct 4	44,210.00	3,267.80	3,267.80
County Sheriff	3,898,736.00	268,390.14	268,390.14
Sheriff Communications	856,898.00	54,806.35	54,806.35
Highway Patrol	103,159.00	8,439.42	8,439.42
License & Weights	3,400.00	168.00	168.00
Emergency Management	70,600.00	6,068.20	6,068.20
CSCD	8,878.00	749.18	749.18
Juvenile	108,936.00	6,860.77	6,860.77
Indigent Health Care	500,000.00	0.00	0.00
<b>Total Expenses</b>	<b>21,981,802.00</b>	<b>1,404,632.77</b>	<b>1,404,632.77</b>
<b>General Net</b>	<b>(1,794,505.00)</b>	<b>(1,194,368.82)</b>	<b>(1,194,368.82)</b>

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Navarro County  
October 31, 2015  
2016 Monthly Financial Report

	Budget	October	YTD
<b>Flood Control:</b>			
<b>Revenues</b>			
Property Taxes	269,500.00	616.04	616.04
Other	5,000.00	400.35	400.35
<b>Total Revenues</b>	<b>274,500.00</b>	<b>1,016.39</b>	<b>1,016.39</b>
<b>Expenditures</b>			
<b>Flood Control Net</b>	<b>(133,500.00)</b>	<b>(1,983.61)</b>	<b>(1,983.61)</b>
<b>Debt Service:</b>			
<b>Revenues</b>			
Property Taxes	581,000.00	1,405.44	1,405.44
Other	700.00	5.88	5.88
<b>Total Revenues</b>	<b>581,700.00</b>	<b>1,411.32</b>	<b>1,411.32</b>
<b>Expenditures</b>			
<b>Debt Service Net</b>	<b>529,283.00</b>	<b>0.00</b>	<b>0.00</b>
	<b>52,417.00</b>	<b>1,411.32</b>	<b>1,411.32</b>
<b>Road &amp; Bridge Pct. 1:</b>			
<b>Revenues</b>			
Property Taxes	784,000.00	1,864.03	1,864.03
State of TX	34,500.00	10,796.42	10,796.42
Vehicle Registration	215,000.00	8,985.00	8,985.00
Fines & Forfeitures	105,000.00	0.00	0.00
Other	1,500.00	34.89	34.89
<b>Total Revenues</b>	<b>1,140,000.00</b>	<b>21,680.34</b>	<b>21,680.34</b>
<b>Expenditures</b>			
Personnel	480,015.00	37,115.10	37,115.10
Supplies	494,500.00	16,333.61	16,333.61
Other Services & Charges	154,040.00	1,783.82	1,783.82
Capital Outlay	102,345.00	3,151.33	3,151.33
<b>Total Expenses</b>	<b>1,230,900.00</b>	<b>58,383.86</b>	<b>58,383.86</b>
<b>Road &amp; Bridge Pct. 1 Net</b>	<b>(90,900.00)</b>	<b>(36,703.52)</b>	<b>(36,703.52)</b>
<b>Road &amp; Bridge Pct. 2:</b>			
<b>Revenues</b>			
Property Taxes	784,000.00	1,864.02	1,864.02
State of TX	34,500.00	10,796.41	10,796.41
Vehicle Registration	215,000.00	8,985.00	8,985.00
Fines & Forfeitures	105,000.00	0.00	0.00
Other	2,000.00	114.14	114.14
<b>Total Revenues</b>	<b>1,140,500.00</b>	<b>21,759.57</b>	<b>21,759.57</b>
<b>Expenditures</b>			
Personnel	563,711.00	47,619.06	47,619.06
Supplies	470,000.00	4,204.03	4,204.03
Other Services & Charges	211,500.00	4,618.06	4,618.06
Capital Outlay	152,365.00	3,306.19	3,306.19
<b>Total Expenses</b>	<b>1,397,576.00</b>	<b>59,747.34</b>	<b>59,747.34</b>
<b>Road &amp; Bridge Pct. 2 Net</b>	<b>(257,076.00)</b>	<b>(37,987.77)</b>	<b>(37,987.77)</b>

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Navarro County  
October 31, 2015  
2016 Monthly Financial Report

	Budget	October	YTD
<b>Road &amp; Bridge Pct. 3:</b>			
<b>Revenues</b>			
Property Taxes	784,000.00	1,864.02	1,864.02
State of TX	34,500.00	10,796.41	10,796.41
Vehicle Registration	215,000.00	8,985.00	8,985.00
Fines & Forfeitures	105,000.00	0.00	0.00
Other	2,000.00	71.74	71.74
<b>Total Revenues</b>	<b>1,140,500.00</b>	<b>21,717.17</b>	<b>21,717.17</b>
<b>Expenditures</b>			
Personnel	599,588.00	43,967.86	43,967.86
Supplies	400,623.00	13,768.65	13,768.65
Other Services & Charges	191,800.00	5,396.41	5,396.41
Capital Outlay	45,127.00	0.00	0.00
<b>Total Expenses</b>	<b>1,237,138.00</b>	<b>63,132.92</b>	<b>63,132.92</b>
<b>Road &amp; Bridge Pct. 3 Net</b>	<b>(96,638.00)</b>	<b>(41,415.75)</b>	<b>(41,415.75)</b>
<b>Road &amp; Bridge Pct. 4:</b>			
<b>Revenues</b>			
Property Taxes	784,000.00	1,864.03	1,864.03
State of TX	34,500.00	10,796.41	10,796.41
Vehicle Registration	215,000.00	8,985.00	8,985.00
Fines & Forfeitures	105,000.00	0.00	0.00
Other	3,000.00	183.76	183.76
<b>Total Revenues</b>	<b>1,141,500.00</b>	<b>21,829.20</b>	<b>21,829.20</b>
<b>Expenditures</b>			
Personnel	556,385.00	39,829.08	39,829.08
Supplies	765,000.00	33,284.72	33,284.72
Other Services & Charges	181,400.00	6,746.98	6,746.98
Capital Outlay	98,732.00	0.00	0.00
<b>Total Expenses</b>	<b>1,601,517.00</b>	<b>79,860.78</b>	<b>79,860.78</b>
<b>Road &amp; Bridge Pct. 4 Net</b>	<b>(460,017.00)</b>	<b>(58,031.58)</b>	<b>(58,031.58)</b>
<b>Capital Projects:</b>			
<b>Revenues</b>			
State of TX	0.00	0.00	0.00
Other	0.00	358.84	358.84
<b>Total Revenues</b>	<b>0.00</b>	<b>358.84</b>	<b>358.84</b>
<b>Expenditures</b>			
Supplies	0.00	0.00	0.00
Other Services & Charges	0.00	83,881.90	83,881.90
Capital Outlay	0.00	350,225.77	350,225.77
<b>Total Expenses</b>	<b>0.00</b>	<b>434,107.67</b>	<b>434,107.67</b>
<b>Capital Projects Net</b>	<b>0.00</b>	<b>(433,748.83)</b>	<b>(433,748.83)</b>

**Navarro County**  
**Combined Indebtedness**  
**For the Month Ending 10/31/15**

2540

Description	Due To	Beginning Balance 10/01/15	New Additions	October Payment	YTD Payments	Ending Balance 10/31/15
2014 General Obligation Bond	Citibank	7,500,000.00	0.00	0.00	0.00	7,500,000.00
Netcom Recorder NCSO Dispatch	Government Capital	10,793.97	0.00	0.00	0.00	10,793.97
<b>Total General Fund</b>		<b>7,510,793.97</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>7,510,793.97</b>
Motorgrader, Truck Trailer	Prosperity Bank	171,188.14	0.00	3,157.98	3,157.98	168,030.16
2012 Cat Motorgrader	Welch State Bank	95,071.25	0.00	2,109.96	2,109.96	92,961.29
2010 Motorgrader	Caterpillar Financial Service	3,150.77	0.00	3,150.77	3,150.77	0.00
John Deere Tractor/Mower	Prosperity Bank	117,348.75	0.00	2,084.49	2,084.49	115,264.26
<b>Total Road &amp; Bridge Pct. 1</b>		<b>386,758.91</b>	<b>0.00</b>	<b>10,503.20</b>	<b>10,503.20</b>	<b>376,255.71</b>
2013 Motorgrader	Welch State Bank	101,992.68	0.00	3,208.48	3,208.48	98,784.20
2012 Cat Motorgrader	Welch State Bank	78,135.81	0.00	3,073.99	3,073.99	75,061.82
<b>Total Road &amp; Bridge Pct. 2</b>		<b>180,128.49</b>	<b>0.00</b>	<b>6,282.47</b>	<b>6,282.47</b>	<b>173,846.02</b>
2006 Trail King Trailer	Welch State Bank	29,073.70	0.00	0.00	0.00	29,073.70
<b>Total Road &amp; Bridge Pct. 3</b>		<b>29,073.70</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>29,073.70</b>
Tractors and Mowers	Prosperity Bank	143,249.69	0.00	3,703.75	3,703.75	139,545.94
<b>Total Road &amp; Bridge Pct. 4</b>		<b>143,249.69</b>	<b>0.00</b>	<b>3,703.75</b>	<b>3,703.75</b>	<b>139,545.94</b>
<b>General Fund</b>		<b>7,510,793.97</b>				
<b>Road &amp; Bridge Pct. 1</b>		<b>376,255.71</b>				
<b>Road &amp; Bridge Pct. 2</b>		<b>173,846.02</b>				
<b>Road &amp; Bridge Pct. 3</b>		<b>29,073.70</b>				
<b>Road &amp; Bridge Pct. 4</b>		<b>139,545.94</b>				
<b>Total O/S Debt For All Funds</b>		<b>8,229,515.34</b>				