

NAVARRO COUNTY COMMISSIONER'S COURT

A Regular meeting of the Navarro County Commissioner's Court was held on Tuesday, the 10<sup>th</sup> day of January, 2017 at 10:00 a.m., in the Courtroom of the Navarro County Annex Building 601N. 13<sup>th</sup> Street in Corsicana, Texas. Presiding Judge HM Davenport, Jr. Commissioners present Jason Grant, Dick Martin, and James Olsen.

1. 10:01 A.M. Motion to convene by Comm. Grant sec by Comm. Martin  
Carried unanimously
2. Opening prayer by Comm. Grant
3. Pledge of Allegiance
4. Public Comments-Joanna Fritz-State of City Address **PG 19**

**Consent Agenda**

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

5. Motion to approve and pay bills as submitted by the County Auditor, including payroll (paid 12/22/16) **TO WIT PG 20-31**

**Action Items**

6. No action on Burn Ban (burn ban off)
7. Motion to approve accepting donation to NCSO Narcotic fund for Technology or Equipment for \$3,500.00 from Chase Parks Foundation by Comm. Grant sec by Comm. Martin  
Carried unanimously
8. Motion to approve Resolution to oppose SearchTX by Comm. Martin sec by Comm. Grant  
Carried unanimously **TO WIT PG 32**
9. Motion to approve accepting State Sub Grant Award Letters, and Grant Terms for Pct. 3, and 4 by Comm. Olsen sec by Comm. Martin **TO WIT PG 33-42**  
Carried unanimously

10. Motion to approve 2017 Independent Contractor Agreement between the Texoma HIDTA Executive Board, Navarro County, Texas and Dan Cauble by Comm. Martin sec by Comm. Grant **TO WIT PG 43-53**  
Carried unanimously
11. Motion to approve 2017 Independent Contractor Agreement between the Texoma HIDTA Executive Board, Navarro County, TX and Kevin Kelly by Comm. Grant sec by Comm. Martin **TO WIT PG 54-63**  
Carried unanimously
12. Motion to approve 2017 Independent contractor Agreement between the Texoma HIDTA Executive Board, Navarro County, Texas and Ruth L. Aston by Comm. Martin sec by Comm. Olsen **TO WIT PG 64-73**  
Carried unanimously
13. Motion to approve to accept surplus RAP material from Tx Dot by Comm. Martin sec by Comm. Grant **TO WIT PG 74**  
Carried unanimously

Item #16 taken up at this time

14. 2:59 P.M. Motion to go into Executive Session Pursuant to the Texas Government Code 551.074 to discuss Personnel by Comm. Olsen sec by Comm. Grant  
Carried unanimously  
  
3:35 P.M. Motion to come out of executive session by Comm. Olsen sec by Comm. Martin  
Carried unanimously
15. Motion to approve action taken in Executive Session Pursuant to the Texas Government Code Section 551.074 to discuss Personnel to pay Bobby Rachel Dec. 1, 2016 for travel and phone and to pay Kipp Thomas phone and travel 1-1-17 pursuant to obtaining his phone bill and proof of insurance that he will be using for work and also pay Gail Smith salary \$42,074 by Comm. Olsen sec by Comm. Martin  
Carried unanimously
16. Motion to go into Executive Session Pursuant to the Texas Government Code Section 551.072 to discuss Real Property by Comm. Olsen sec by Comm. Grant  
Carried unanimously  
  
11:50 Motion to come out of Executive Session by Comm. Olsen sec by Comm. Grant  
Carried unanimously

17. No action to approve action taken in Executive Session Pursuant to the Texas Government Code Section 551.072 to discuss Real Property

Break for lunch until 1:00 p.m.

Back from break item #18 taken up at this time

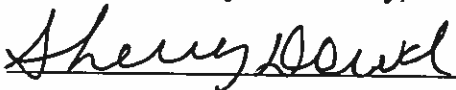
18. 1:05 Motion to go into Executive Session Pursuant to the Texas Government Code Section 551.076 to discuss Security Devices or Security Audit by Comm. Olsen sec by Comm. Grant  
Carried unanimously

2:41 P.M. Motion to come out of Executive Session by Comm. Olsen sec by Comm. Martin  
Carried unanimously

19. No action taken on Executive Session Pursuant to the Texas Government Code 551.076 to discuss Security Devices or Security Audit
20. Motion to adjourn by Comm. Martin sec by Comm. Olsen  
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 January 10<sup>th</sup>, 2017.

Signed 10<sup>th</sup> day of January, 2017



Sherry Dowd, County Clerk



NAVARRO COUNTY COMMISSIONERS COURT  
PUBLIC COMMENTS PARTICIPATION FORM

**PRINT NAME AND SUBJECT**

Date 1-10-17

NAME	SUBJECT
1. <u>Jocanna Fritz</u>	<u>State of City Address</u>
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____

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ALL RECORDS FROM 01/03/2017 TO 01/10/2017 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
A & D TESTS INC	2017 101-401-410	PROFESSIONAL SER	NOV 2016	1611175	01/05/2017	01/09/2017		341.00
AKV PLUMBING CONTRACTOR	2017 101-512-445	REPAIRS & MAINTENANCE	UNCLOGGED DRAIN	9653	01/09/2017	01/09/2017	302963	541.37
ANIMAL CARE CLINIC	2016 101-560-411	ESTRAYS	46820	162927	01/09/2017	01/09/2017		60.00
AT&T SERVICES INC.	2017 101-410-435	TELEPHONE	9038751617 12/21/16	1617 - DEC 2	01/10/2017	01/10/2017		3,674.52
ATMOS ENERGY	2017 101-410-430	UTILITIES	4009312323 11/22/16	2323 - DEC 2	01/10/2017	01/10/2017		55.72
ATMOS ENERGY	2017 101-410-430	UTILITIES	DEPOSIT	2323 - DEC 2	01/10/2017	01/10/2017		350.30
B & W TIRE & TOWING INC	2017 101-560-340	INVESTIGATIVE /	2001 CHEVY 1500 - T	291743	01/09/2017	01/09/2017		162.00
BLACKFORD PRINTING CO.	2017 101-458-310	OFFICE SUPPLIES	500 CLASS C PLEA FO	34168	01/09/2017	01/09/2017		236.00
BLUE BOOK	2017 101-512-310	OFFICE SUPPLIES	2017 TX BLUE BOOKS	7141	01/09/2017	01/09/2017	303050	45.00
BLUE BOOK	2017 101-560-310	OFFICE SUPPLIES	2017 TX BLUE BOOKS	7141	01/09/2017	01/09/2017	303050	216.00
BLUE BOOK	2017 101-560-310	OFFICE SUPPLIES	SHIPPING	7141	01/09/2017	01/09/2017	303050	16.95
BLUE BOOK	2017 101-561-310	OFFICE SUPPLIES	2017 TX BLUE BOOKS	7141	01/09/2017	01/09/2017	303050	36.00
CHATFIELD WATER SUPPLY	2017 101-402-430	UTILITIES - PARK	EUESTER B WILLIAMS	1267 - DEC 2	01/10/2017	01/10/2017		27.00
CHATFIELD WATER SUPPLY	2017 101-512-385	COUNTY FARM	2810 NECR 0080	7 - DEC 2016	01/10/2017	01/10/2017		27.00
CINDY BOYD	2017 101-409-114	PART-TIME HELP	16 HOURS	12/21/16	01/10/2017	01/10/2017		176.00
CITY OF CORSICANA	2016 101-406-476	ECONOMIC DEVELOP	2014 TAX YEAR 05/01	2014-092016	01/09/2017	01/09/2017		68.26
CITY OF CORSICANA	2016 101-406-476	ECONOMIC DEVELOP	2013 TAX YEAR 05/01	2013-092016	01/09/2017	01/09/2017		60.80
CITY OF CORSICANA	2016 101-406-476	ECONOMIC DEVELOP	2012 TAX YEAR 05/01	2012-092016	01/09/2017	01/09/2017		95.95
CITY OF CORSICANA	2016 101-406-476	ECONOMIC DEVELOP	2009 TAX YEAR 05/01	2009-092016	01/09/2017	01/09/2017		10.23
CITY OF CORSICANA	2016 101-406-476	ECONOMIC DEVELOP	2011 TAX YEAR 05/01	2011-092016	01/09/2017	01/09/2017		64.54
CITY OF CORSICANA	2016 101-406-476	ECONOMIC DEVELOP	2015 TAX YEAR 05/01	2015-092016	01/09/2017	01/09/2017		237.72
COKER, JACKY	2017 101-402-423	SANITARY SERVICE	MOWING PARKS & CLEA	01/02/17	01/10/2017	01/10/2017		1,472.00
CORSICANA AIR CONDITION	2017 101-410-445	REPAIRS & MAINTENANCE	SERVICED UNIT	57416	01/09/2017	01/09/2017	303063	90.00
CORSICANA DAILY SUN INC	2017 101-120-000	PREPAID EXPENSES	01/13/17 - 01/12/18	36442 - 2017	01/05/2017	01/09/2017		29.97
CORSICANA DAILY SUN INC	2017 101-440-419	DUES & SUBSCRIPT	01/13/17 - 01/12/18	36442 - 2017	01/05/2017	01/09/2017		89.91
CORSICANA WATER DEPT	2017 101-512-435	UTILITIES	014-0000071-001 11/	71001 - DEC	01/05/2017	01/09/2017		5,658.60
CORSICANA WATER DEPT	2017 101-410-430	UTILITIES	006-0001690-001 11/	90001 - DEC	01/05/2017	01/09/2017		104.02
CORSICANA WATER DEPT	2017 101-410-430	UTILITIES	006-0001691-001 11/	91001 - DEC	01/05/2017	01/09/2017		60.52
CORSICANA WATER DEPT	2017 101-410-430	UTILITIES	014-0000010-005 11/	10005 - DEC	01/05/2017	01/09/2017		46.50
CORSICANA WATER DEPT	2017 101-410-430	UTILITIES	014-0000020-008 11/	20008 - DEC	01/05/2017	01/09/2017		46.50
CORSICANA WATER DEPT	2017 101-410-430	UTILITIES	014-0000190-002 11/	90002 - DEC	01/05/2017	01/09/2017		79.99
CORSICANA WATER DEPT	2017 101-411-430	UTILITIES	014-0000120-003 11/	20003 - DEC	01/05/2017	01/09/2017		154.52
DOCUMENT SOLUTIONS	2017 101-403-310	OFFICE SUPPLIES	11/01/16 - 11/30/16	AR11716	01/09/2017	01/09/2017		87.56
DOCUMENT SOLUTIONS	2017 101-456-310	OFFICE SUPPLIES	11/01/16 - 11/30/16	AR11716	01/09/2017	01/09/2017		15.34
DOCUMENT SOLUTIONS	2017 101-457-310	OFFICE SUPPLIES	11/01/16 - 11/30/16	AR11716	01/09/2017	01/09/2017		10.24
DOCUMENT SOLUTIONS	2017 101-458-310	OFFICE SUPPLIES	11/01/16 - 11/30/16	AR11716	01/09/2017	01/09/2017		23.22
DOCUMENT SOLUTIONS	2017 101-459-310	OFFICE SUPPLIES	11/01/16 - 11/30/16	AR11716	01/09/2017	01/09/2017		83.73
DOCUMENT SOLUTIONS	2017 101-495-310	OFFICE SUPPLIES	11/01/16 - 11/30/16	AR11716	01/09/2017	01/09/2017		.22
FEDEX - TXMAS	2017 101-406-311	POSTAGE	2934-0047-4	5-652-27696	01/10/2017	01/10/2017		34.51
FEDEX - TXMAS	2017 101-475-410	PROFESSIONAL SER	1397-5323-2	5-643-09229	01/10/2017	01/10/2017		32.91
FIVE STAR SERVICES INC	2017 101-512-380	GROCERIES	12/01/16 - 12/07/16	26377	01/05/2017	01/09/2017		4,101.09
FRIENDS OF THE KERENS L	2017 101-406-480	PUBLIC LIBRARY (	10/01/16 - 09/30/17	12/19/16	01/10/2017	01/10/2017		1,500.00
GALLS LLC	2017 101-560-426	UNIFORMS	LS SHIRTS - MEDINA,	006545122	01/09/2017	01/09/2017	302957	75.00
GALLS LLC	2017 101-560-426	UNIFORMS	SS SHIRTS - MEDINA,	006545122	01/09/2017	01/09/2017	302957	69.50
GEXA ENERGY - DALLAS	2017 101-410-430	UTILITIES	209 W 1ST AVE 11/16	2074317-3 -	01/05/2017	01/09/2017		64.04
GEXA ENERGY - HOUSTON	2017 101-410-430	UTILITIES	221 W 1ST AVE 11/16	22401863-4	01/05/2017	01/09/2017		119.97
GEXA ENERGY - HOUSTON	2017 101-411-430	UTILITIES	601 N 13TH ST 11/16	22401863-4	01/05/2017	01/09/2017		741.92
GEXA ENERGY - HOUSTON	2017 101-410-430	UTILITIES	312 W 1ST AVE 11/16	22401863-4	01/05/2017	01/09/2017		9.50
GEXA ENERGY - HOUSTON	2017 101-410-430	UTILITIES	800 N MAIN ST 11/16	22401863-4	01/05/2017	01/09/2017		1,581.48
GEXA ENERGY - HOUSTON	2017 101-410-430	UTILITIES	800 N MAIN ST STE R	22401863-4	01/05/2017	01/09/2017		527.41
GEXA ENERGY - HOUSTON	2017 101-410-430	UTILITIES	400 W 2ND AVE 11/16	22401863-4	01/05/2017	01/09/2017		12.70
GEXA ENERGY - HOUSTON	2017 101-410-430	UTILITIES	312 W 1ST AVE BLDG	22401863-4	01/05/2017	01/09/2017		63.93
GEXA ENERGY - HOUSTON	2017 101-410-430	UTILITIES	800 N MAIN ST HSMT	22401863-4	01/05/2017	01/09/2017		335.82
GEXA ENERGY - HOUSTON	2017 101-560-429	TRAINING - FIRIN	2810 NECR 0080 11/1	22393207-4	01/05/2017	01/09/2017		9.70
GEXA ENERGY - HOUSTON	2017 101-512-435	UTILITIES	312 W 2ND AVE 11/14	22393207-4	01/05/2017	01/09/2017		35.33

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VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
GILFILLAN HARDWARE	2017 101-512-321	MAINTENANCE SUPP	CAULK, DUCT TAPE, S	70955/1	01/05/2017	01/09/2017	302479	28.96
GREEN SUPPLY INC	2017 101-560-320	OPERATING EQUIPM	STINGER DS LED FLAS	7033320	01/09/2017	01/09/2017	302856	577.55
GREEN SUPPLY INC	2017 101-560-320	OPERATING EQUIPM	SHIPPING	7033320	01/09/2017	01/09/2017	302856	28.96
GREEN SUPPLY INC	2017 101-568-320	OPERATING EQUIPM	STINGER DS LED FLAS	7033320	01/09/2017	01/09/2017	302856	577.55
GREEN SUPPLY INC	2017 101-560-320	OPERATING EQUIPM	SHIPPING	7052154	01/09/2017	01/09/2017	302856	16.34
GREEN SUPPLY INC	2017 101-560-320	OPERATING EQUIPM	STRION LED LIGHT W/	7052154	01/09/2017	01/09/2017	302856	297.96
GRETA JORDAN	2017 101-459-428	TRAVEL/CONFERENC	2017 CERTIFIED CLER	JAN 2017	01/09/2017	01/09/2017		219.24
GRETA JORDAN	2017 101-459-428	TRAVEL/CONFERENC	2017 CERTIFIED CLER	JORDAN, GRET	01/09/2017	01/09/2017		100.58
GRETA JORDAN	2017 101-459-428	TRAVEL/CONFERENC	2017 CERTIFIED CLER	JAN 2017	01/09/2017	01/09/2017		127.50
ICS	2017 101-512-350	INMATE SUPPLIES	GEL TOOTHPASTE	W0002523	01/09/2017	01/09/2017	302954	182.50
KEATHLEY & KEATHLEY	2017 101-435-411	COURT APPOINTED	APPEAL - BECK, JAME	35456	01/09/2017	01/09/2017		500.00
KEATHLEY & KEATHLEY	2017 101-435-411	COURT APPOINTED	THOMAS, GREG	37178	01/09/2017	01/09/2017		400.00
KEATHLEY & KEATHLEY	2017 101-435-411	COURT APPOINTED	ROJAS, ALEX	36202	01/09/2017	01/09/2017		724.50
KEATHLEY & KEATHLEY	2017 101-435-485	OTHER LITIGATION	ROJAS, ALEX	36202	01/09/2017	01/09/2017		7.60
KEATHLEY & KEATHLEY	2017 101-425-411	COURT APPOINTED	VILLARREAL JR, LAUR	71777	01/09/2017	01/09/2017		200.00
KEATHLEY & KEATHLEY	2017 101-425-411	COURT APPOINTED	VILLARREAL JR, LAUR	71792	01/09/2017	01/09/2017		100.00
KELLY R MYERS, ATTORNEY	2017 101-425-411	COURT APPOINTED	LANE, CHAFFER DEWAY	73221	01/09/2017	01/09/2017		100.00
KELLY R MYERS, ATTORNEY	2017 101-425-411	COURT APPOINTED	LANE, CHAFFER DEWAY	73220	01/09/2017	01/09/2017		200.00
KELLY R MYERS, ATTORNEY	2017 101-425-485	OTHER LITIGATION	LANE, CHAFFER DEWAY	73220	01/09/2017	01/09/2017		2.00
L-3 COM MOBILE-VISION I	2017 101-560-446	REPAIRS & MAINT	REPAIRED FLASHBACK	0249002-IN	01/09/2017	01/09/2017	302939	1,163.10
LAW OFFICE OF MICAH C H	2017 101-430-411	COURT APPOINTED	REAGAN, MAURI	36063	01/09/2017	01/09/2017		300.00
LAW OFFICE OF MICAH C H	2017 101-430-411	COURT APPOINTED	REAGAN, MAURI	37189	01/09/2017	01/09/2017		410.00
LAW OFFICE OF MICAH C H	2017 101-430-411	COURT APPOINTED	REAGAN, MAURI	37190-1	01/09/2017	01/09/2017		310.00
LAW OFFICE OF MICAH C H	2017 101-430-411	COURT APPOINTED	REAGAN, MAURI	37190-2	01/09/2017	01/09/2017		210.00
LAW OFFICE OF MICAH C H	2017 101-430-411	COURT APPOINTED	REAGAN, MAURI	37190-3	01/09/2017	01/09/2017		110.00
LAW OFFICE OF MICAH C H	2017 101-430-411	COURT APPOINTED	REAGAN, MAURI	37190-4	01/09/2017	01/09/2017		110.00
LENOVO FINANCIAL SERVIC	2017 101-499-320	OPERATING EQUIPM	908-0010608-000 - J	29647954	01/09/2017	01/09/2017	303015	581.14
LENOVO FINANCIAL SERVIC	2017 101-495-320	OPERATING EQUIPM	908-0009025-000 - D	29647953	01/09/2017	01/09/2017	303011	466.53
LENOVO FINANCIAL SERVIC	2017 101-440-320	OPERATING EQUIPM	908-0008685-000 - D	29618489	01/09/2017	01/09/2017	302952	652.10
MEDICAL SURGICAL & COMP	2017 101-572-411	NON-RESIDENTIAL	3741	4508	01/09/2017	01/09/2017		32.00
MEN WATER SUPPLY CORP	2017 101-402-430	UTILITIES - PARK	CASTON PARK	775 - DEC 20	01/09/2017	01/09/2017		27.64
NAVAL SURFACE WARFARE C	2017 101-560-340	INVESTIGATIVE /	N00164LE0020-17 01/	2017	01/09/2017	01/09/2017		3,600.00
NAVARRO COUNTY ELECTRIC	2017 101-512-435	UTILITIES	11255700 - HWY 0022	5700 - DEC 2	01/10/2017	01/10/2017		107.22
NAVARRO COUNTY ELECTRIC	2017 101-512-435	UTILITIES	14707000 - FM 0667	7000 - DEC 2	01/10/2017	01/10/2017		30.00
NAVARRO COUNTY ELECTRIC	2017 101-512-435	UTILITIES	15514400 - MCKINNEY	4400 - DEC 2	01/10/2017	01/10/2017		32.14
NAVARRO COUNTY ELECTRIC	2017 101-402-430	UTILITIES - PARK	13260500 - HWY 0309	0500 - DEC 2	01/10/2017	01/10/2017		9.91
NAVARRO COUNTY ELECTRIC	2017 101-402-430	UTILITIES - PARK	13767900 - SECR 310	7900 - DEC 2	01/10/2017	01/10/2017		21.85
NAVARRO COUNTY ELECTRIC	2017 101-402-430	UTILITIES - PARK	13258900 - SECR 109	8900 - DEC 2	01/10/2017	01/10/2017		9.91
NAVARRO COUNTY ELECTRIC	2017 101-402-430	UTILITIES - PARK	13259700 - SECR 216	9700 - DEC 2	01/10/2017	01/10/2017		15.63
NEAL GREEN	2017 101-435-411	COURT APPOINTED	NICHOLSON, JOHN	32024	01/05/2017	01/09/2017		475.00
NEAL GREEN	2017 101-430-411	COURT APPOINTED	DUCKETT, NICHOLAS	36738 (2)	01/05/2017	01/09/2017		275.00
NEAL GREEN	2017 101-435-411	COURT APPOINTED	SHIRLEY, SPENCER	36950	01/05/2017	01/09/2017		712.50
NEAL GREEN	2017 101-435-485	OTHER LITIGATION	SHIRLEY, SPENCER	36950	01/05/2017	01/09/2017		4.00
NEAL GREEN	2017 101-430-411	COURT APPOINTED	HERTER, BRANDON	36927	01/05/2017	01/09/2017		687.50
NEAL GREEN	2017 101-430-485	OTHER LITIGATION	HERTER, BRANDON	36927	01/05/2017	01/09/2017		2.00
NEAL GREEN	2017 101-430-411	COURT APPOINTED	HERTER, BRANDON	36905	01/05/2017	01/09/2017		1,162.50
NEAL GREEN	2017 101-430-485	OTHER LITIGATION	HERTER, BRANDON	36905	01/05/2017	01/09/2017		8.33
OFFICE DEPOT INC-TXMAS	2017 101-406-312	COPY & POSTAGE S	COPY PAPER	874318018001	01/09/2017	01/09/2017	302740	67.98
OFFICE DEPOT INC-TXMAS	2017 101-406-312	COPY & POSTAGE S	COPY PAPER	885660418001	01/09/2017	01/09/2017	303061	118.50
OFFICE DEPOT INC-TXMAS	2017 101-402-310	OFFICE SUPPLIES	HP 950/951 INK - BL	884247897001	01/09/2017	01/09/2017	302988	185.74
OFFICE DEPOT INC-TXMAS	2017 101-402-310	OFFICE SUPPLIES	CALENDAR REFILL	884247897001	01/09/2017	01/09/2017	302988	10.55
OFFICE DEPOT INC-TXMAS	2017 101-402-310	OFFICE SUPPLIES	CALENDAR	884248262001	01/09/2017	01/09/2017	302988	14.39
OFFICE DEPOT INC-TXMAS	2017 101-402-310	OFFICE SUPPLIES	GLUE STICKS	884248261001	01/09/2017	01/09/2017	302988	4.99
OFFICE DEPOT INC-TXMAS	2017 101-406-312	COPY & POSTAGE S	COPY PAPER	884556594001	01/09/2017	01/09/2017	302989	40.58
OFFICE DEPOT INC-TXMAS	2017 101-406-312	COPY & POSTAGE S	COPY PAPER	885249353001	01/09/2017	01/09/2017	303020	59.98

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VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
OFFICE DEPOT INC-TXMAS	2017 101-406-312	COPY & POSTAGE S	COPY PAPER	885237686001	01/09/2017	01/09/2017	303020	39.56
OFFICE DEPOT INC-TXMAS	2017 101-406-312	COPY & POSTAGE S	COPY PAPER	885230455001	01/09/2017	01/09/2017	303020	101.97
OFFICE DEPOT INC-TXMAS	2017 101-572-310	OFFICE SUPPLIES	CALENDARS, STRETCH	884911102001	01/09/2017	01/09/2017	303005	92.56
OFFICE DEPOT INC-TXMAS	2017 101-572-310	OFFICE SUPPLIES	REFERENCE TO INV 88	885462788001	01/09/2017	01/09/2017	303005	23.43
OFFICE DEPOT INC-TXMAS	2017 101-572-310	OFFICE SUPPLIES	PLANNER	885466429001	01/09/2017	01/09/2017	303058	18.79
OFFICE DEPOT INC-TXMAS	2017 101-572-310	OFFICE SUPPLIES	MOVING BOXES	885466646001	01/09/2017	01/09/2017	303058	39.36
OFFICE DEPOT INC-TXMAS	2017 101-430-310	OFFICE SUPPLIES	32GB FLASH DRIVES	884483524001	01/09/2017	01/09/2017	302987	18.58
OFFICE DEPOT INC-TXMAS	2017 101-430-310	OFFICE SUPPLIES	16GB FLASH DRIVES	884481346001	01/09/2017	01/09/2017	302987	31.45
OFFICE DEPOT INC-TXMAS	2017 101-430-310	OFFICE SUPPLIES	64GB FLASH DRIVES	884481346001	01/09/2017	01/09/2017	302987	30.96
OFFICE DEPOT INC-TXMAS	2017 101-430-310	OFFICE SUPPLIES	32GB SD CARDS	884481346001	01/09/2017	01/09/2017	302987	24.80
OFFICE DEPOT INC-TXMAS	2017 101-430-310	OFFICE SUPPLIES	16GB SD CARDS	884481346001	01/09/2017	01/09/2017	302987	28.76
OFFICE DEPOT INC-TXMAS	2017 101-560-310	OFFICE SUPPLIES	POST-IT NOTES, ELEC	884112565001	01/09/2017	01/09/2017	302986	58.26
OFFICE DEPOT INC-TXMAS	2017 101-407-310	OFFICE SUPPLIES	CALENDAR REFILL, CA	884456875001	01/09/2017	01/09/2017	302985	51.27
OFFICE DEPOT INC-TXMAS	2017 101-499-310	OFFICE SUPPLIES	CALENDAR, POST-IT N	886116602001	01/09/2017	01/09/2017	303060	149.50
OFFICE DEPOT INC-TXMAS	2017 101-421-310	OFFICE SUPPLIES	TAPE, ADDRESS LABEL	885247099001	01/10/2017	01/10/2017	303019	45.71
OFFICE DEPOT INC-TXMAS	2017 101-421-310	OFFICE SUPPLIES	HP 312A TONER - BLA	885247481001	01/10/2017	01/10/2017	303019	97.69
ORKIN PEST CONTROL	2017 101-410-456	MAINT CONTRACT -	70772 - 800 N MAIN	339151	01/09/2017	01/09/2017		77.25
PASCHAL FUNERAL HOME	2017 101-406-491	HEALTH & SERVICE	ENNIS, LOYCE RONALD	12/13/16	01/09/2017	01/09/2017		500.00
PHILIP R TAFT PSY	2017 101-425-470	MEDICAL EXAMINAT	BECERRA, AMILIE 733	176	01/09/2017	01/09/2017		962.50
PHILIP R TAFT PSY	2017 101-430-470	MEDICAL EXAMINAT	DOUGLAS, DEKETRIC C	191	01/09/2017	01/09/2017		1,137.50
PITNEY BOWES INC	2017 101-406-313	POSTAGE MAINTENA	12/30/16 - 01/29/17	3302575574	01/10/2017	01/10/2017	303089	230.00
REPUBLIC SERVICES #069	2017 101-410-430	UTILITIES	3-0069-0052337 - DE	0069-0008453	01/09/2017	01/09/2017	302996	953.39
ROBLES LAW FIRM	2017 101-425-411	COURT APPOINTED	RAY, TODD KEATON	70150	01/09/2017	01/09/2017		150.00
ROBLES LAW FIRM	2017 101-435-411	COURT APPOINTED	RAY, TODD KEATON	37168	01/09/2017	01/09/2017		400.00
ROBLES LAW FIRM	2017 101-435-411	COURT APPOINTED	RAY, TODD KEATON	37172	01/09/2017	01/09/2017		300.00
ROBLES LAW FIRM	2017 101-435-411	COURT APPOINTED	RAY, TODD KEATON	35383	01/09/2017	01/09/2017		200.00
SUSAN A WALDRIP COURT R	2017 101-435-412	TRANSCRIPTS	YARBROUGH, MICHAEL	10646	01/09/2017	01/09/2017		1,475.00
SUSAN A WALDRIP COURT R	2017 101-435-412	TRANSCRIPTS	YARBROUGH, MICHAEL	10646	01/09/2017	01/09/2017		85.00
TEXAS VOICE & DATA SERV	2017 101-410-445	REPAIRS & MAINTEN	REPLACED PHONE SYST	1161214444	01/09/2017	01/09/2017		485.00
TOMAS ECHARTEA	2017 101-435-410	INTERPRETER	CHILD SUPPORT	23851 (2)	01/09/2017	01/09/2017		50.00
TOMAS ECHARTEA	2017 101-430-410	INTERPRETER	CHILD SUPPORT	25188 (2)	01/09/2017	01/09/2017		200.00
TOMAS ECHARTEA	2017 101-430-410	INTERPRETER	CHILD SUPPORT	25118	01/09/2017	01/09/2017		50.00
TROPHIES UNLIMITED	2017 101-560-426	UNIFORMS	NAME TAG - GRIMES,	14713	01/05/2017	01/09/2017	302492	7.00
WILLIAM EARL PRICE	2017 101-430-411	COURT APPOINTED	HORN, CHRISTOPHER	36805	01/09/2017	01/09/2017		700.00
WILLIAM EARL PRICE	2017 101-430-411	COURT APPOINTED	DELATORRE, SHEILA	36847	01/09/2017	01/09/2017		700.00
WILLIAM EARL PRICE	2017 101-430-411	COURT APPOINTED	THORPE, STEPHEN	37084	01/09/2017	01/09/2017		500.00

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49,557.75

ALL RECORDS FROM 01/03/2017 TO 01/10/2017 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
OFFICE DEPOT INC-TXMAS	2017 151-571-310	DEPARTMENT SUPPL	TAPE, PENS, HIGHLIG	883722594001	01/09/2017	01/09/2017	302978	140.38
REDWOOD BIOTECH	2017 151-571-411	DRUG TESTING SER	109188 - NOV 2016	109188201611	01/09/2017	01/09/2017		25.00
TEXAS HEALTH RESOURCES	2017 151-571-418	PROF-EMP PSYCH & PUBLIC SAFETY EVALU	265		01/10/2017	01/10/2017		200.00
TEXAS HEALTH RESOURCES	2017 151-571-418	PROF-EMP PSYCH & PUBLIC SAFETY EVALU	266		01/10/2017	01/10/2017		200.00
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								565.38



ALL RECORDS FROM 01/03/2017 TO 01/10/2017 DATE-TO-BE PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
PHILIP R TAFT PSY	2017 161-576-613	CBP-MENTAL HEALT	3707	190	01/09/2017	01/09/2017		300.00
PHILIP R TAFT PSY	2017 161-576-613	CBP-MENTAL HEALT	3740	189	01/09/2017	01/09/2017		200.00
RECOVERY HEALTHCARE COR	2017 161-576-603	CBP-GENERAL - EX	3740	8861327	01/09/2017	01/09/2017		165.00
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								665.00

## ALL RECORDS FROM 01/03/2017 TO 01/10/2017 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
B & B WATER SUPPLY	2017 211-611-430	UTILITIES	4201 HWY 22 11/27/1	262 - DEC 20	01/10/2017	01/10/2017		39.41
CITY OF CORSICANA	2016 211-611-476	ECONOMIC DEVELOP	2014 TAX YEAR 05/01	2014-092016	01/09/2017	01/09/2017		3.57
CITY OF CORSICANA	2016 211-611-476	ECONOMIC DEVELOP	2013 TAX YEAR 05/01	2013-092016	01/09/2017	01/09/2017		3.19
CITY OF CORSICANA	2016 211-611-476	ECONOMIC DEVELOP	2009 TAX YEAR 05/01	2009-092016	01/09/2017	01/09/2017		.54
CITY OF CORSICANA	2016 211-611-476	ECONOMIC DEVELOP	2011 TAX YEAR 05/01	2011-092016	01/09/2017	01/09/2017		3.36
CITY OF CORSICANA	2016 211-611-476	ECONOMIC DEVELOP	2015 TAX YEAR 05/01	2015-092016	01/09/2017	01/09/2017		12.45
CITY OF CORSICANA	2016 211-611-476	ECONOMIC DEVELOP	2012 TAX YEAR 05/01	2012-092016	01/09/2017	01/09/2017		5.03
CORSICANA WELDING & IND	2017 211-611-320	OPERATING EQUIPM	2008 CHEVY - BOBCAT	1607556	01/09/2017	01/09/2017	303012	3,495.00
CORSICANA WELDING & IND	2017 211-611-321	MAINTENANCE SUPP	2008 CHEVY - WELDIN	1607556	01/09/2017	01/09/2017	303012	283.50
CORSICANA WELDING & IND	2017 211-611-321	MAINTENANCE SUPP	2008 CHEVY - LPG-30	1607556	01/09/2017	01/09/2017	303012	25.99
CORSICANA WELDING & IND	2017 211-611-321	MAINTENANCE SUPP	2008 CHEVY - TWECOT	1607556	01/09/2017	01/09/2017	303012	42.00
CORSICANA WELDING & IND	2017 211-611-321	MAINTENANCE SUPP	2008 CHEVY - LC-40	1607556	01/09/2017	01/09/2017	303012	19.98
CORSICANA WELDING & IND	2017 211-611-321	MAINTENANCE SUPP	2008 CHEVY - CT-40F	1607556	01/09/2017	01/09/2017	303012	32.46
CORSICANA WELDING & IND	2017 211-611-321	MAINTENANCE SUPP	WELDING HELMET	1607556	01/09/2017	01/09/2017	303012	89.99
HILLTOP SAND & GRAVEL	2017 211-611-453	HAULING	NW0160, NW0190, NW0	16271	01/05/2017	01/09/2017		13,994.78
HILLTOP SAND & GRAVEL	2017 211-611-376	ROAD MATERIAL	NW0160, NW0190, NW0	16271	01/05/2017	01/09/2017		17,239.96
HILLTOP SAND & GRAVEL	2017 211-611-453	HAULING	NE1040, NE1030, NW2	16269	01/05/2017	01/09/2017		9,021.13
HILLTOP SAND & GRAVEL	2017 211-611-376	ROAD MATERIAL	NE1040, NE1030, NW2	16269	01/05/2017	01/09/2017		11,112.98
NAVARRO COUNTY ELECTRIC	2017 211-611-430	UTILITIES	13138301 - 4201 HWY	8301 - DEC 2	01/10/2017	01/10/2017		130.45
REPUBLIC SERVICES #069	2017 211-611-430	UTILITIES	3-0069-0052829 - DE	0069-0008454	01/09/2017	01/09/2017	302993	165.47

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55,721.25

## ALL RECORDS FROM 01/03/2017 TO 01/10/2017 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
B & G AUTO PARTS	2017 212-612-321	MAINTENANCE SUPP	UNIT 24T - TRAILER	612544	01/05/2017	01/09/2017	302516	9.00
B & G AUTO PARTS	2017 212-612-321	MAINTENANCE SUPP	UNIT 220 - TRAILER	612544	01/05/2017	01/09/2017	302516	6.95
CITY OF CORSICANA	2016 212-612-476	ECONOMIC DEVELOP	2014 TAX YEAR 05/01	2014-092016	01/09/2017	01/09/2017		3.58
CITY OF CORSICANA	2016 212-612-476	ECONOMIC DEVELOP	2013 TAX YEAR 05/01	2013-092016	01/09/2017	01/09/2017		3.18
CITY OF CORSICANA	2016 212-612-476	ECONOMIC DEVELOP	2009 TAX YEAR 05/01	2009-092016	01/09/2017	01/09/2017		.54
CITY OF CORSICANA	2016 212-612-476	ECONOMIC DEVELOP	2011 TAX YEAR 05/01	2011-092016	01/09/2017	01/09/2017		3.38
CITY OF CORSICANA	2016 212-612-476	ECONOMIC DEVELOP	2015 TAX YEAR 05/01	2015-092016	01/09/2017	01/09/2017		12.46
CITY OF CORSICANA	2016 212-612-476	ECONOMIC DEVELOP	2012 TAX YEAR 05/01	2012-092016	01/09/2017	01/09/2017		5.03
CITY OF KERENS	2017 212-612-430	UTILITIES	907 NW SECOND	1205 - DEC 0	01/10/2017	01/10/2017		59.20
TOLIVER CDJR LLC	2017 212-612-445	REPAIRS & MAINTENANCE	UNIT 24 - REPLACED	48018	01/09/2017	01/09/2017	302982	5,678.40
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								5,781.72

## ALL RECORDS FROM 01/03/2017 TO 01/10/2017 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
B & G AUTO PARTS	2017 213-613-321	MAINTENANCE SUPP	2 GAL ANTIFREEZE	612466	01/05/2017	01/09/2017	302533	33.9
B & G AUTO PARTS	2017 213-613-321	MAINTENANCE SUPP	5 GAL DEF. WASHER F	612466	01/05/2017	01/09/2017	302533	39.9
B & J TRASH SERVICE	2017 213-613-430	UTILITIES	RICHLAND BARN	DEC 2016	01/10/2017	01/10/2017	303022	25.0
CITY OF CORSICANA	2016 213-613-476	ECONOMIC DEVELOP	2014 TAX YEAR 05/01	2014-092016	01/09/2017	01/09/2017		3.5
CITY OF CORSICANA	2016 213-613-476	ECONOMIC DEVELOP	2013 TAX YEAR 05/01	2013-092016	01/09/2017	01/09/2017		3.1
CITY OF CORSICANA	2016 213-613-476	ECONOMIC DEVELOP	2009 TAX YEAR 05/01	2009-092016	01/09/2017	01/09/2017		.5
CITY OF CORSICANA	2016 213-613-476	ECONOMIC DEVELOP	2011 TAX YEAR 05/01	2011-092016	01/09/2017	01/09/2017		3.3
CITY OF CORSICANA	2016 213-613-476	ECONOMIC DEVELOP	2015 TAX YEAR 05/01	2015-092016	01/09/2017	01/09/2017		12.4
CITY OF CORSICANA	2016 213-613-476	ECONOMIC DEVELOP	2012 TAX YEAR 05/01	2012-092016	01/09/2017	01/09/2017		5.0
CITY OF DAWSON	2017 213-613-430	UTILITIES	17500 FM 709	324 - DEC 20	01/10/2017	01/10/2017		38.51
GILFILLAN HARDWARE	2017 213-613-321	MAINTENANCE SUPP	PIPE INSULATION, DU	70912/1	01/05/2017	01/09/2017	302537	13.5
GILFILLAN HARDWARE	2017 213-613-321	MAINTENANCE SUPP	PIPE WRAP INSULATIO	70912/1	01/05/2017	01/09/2017	302537	6.99
KNIFE RIVER CORPORTATIO	2017 213-613-376	ROAD MATERIAL	FEMA JUN - SW2200	555167	01/05/2017	01/09/2017	302585	193.79
KNIFE RIVER CORPORTATIO	2017 213-613-376	ROAD MATERIAL	NW3190, NW3160	555414	01/05/2017	01/09/2017	302585	397.74
MARTIN MARIETTA MATERIA	2017 213-613-376	ROAD MATERIAL	FEMA JUN - SW2170,	19288878	01/05/2017	01/09/2017	302581	8,793.93
NORTHEAST TEXAS WATER S	2017 213-613-430	UTILITIES	00300419	0419 - JAN 2	01/10/2017	01/10/2017		37.46
REPUBLIC SERVICES #069	2017 213-613-430	UTILITIES	3-0069-0027743 - DE	0069-0008461	01/10/2017	01/10/2017	303126	85.72
WINTERS OIL COMPANY	2017 213-613-370	GAS & OIL	1500 GAL DIESEL	547198	01/05/2017	01/09/2017	303039	2,904.30
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								12,598.97

ALL RECORDS FROM 01/03/2017 TO 01/10/2017 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
CITY OF BLOOMING GROVE	2017 214-614-430	UTILITIES	EAST SECOND STREET	0002 - DEC 2	01/09/2017	01/09/2017		77.1
CITY OF CORSICANA	2016 214-614-476	ECONOMIC DEVELOP	2014 TAX YEAR	05/01 2014-092016	01/09/2017	01/09/2017		3.5
CITY OF CORSICANA	2016 214-614-476	ECONOMIC DEVELOP	2013 TAX YEAR	05/01 2013-092016	01/09/2017	01/09/2017		3.1
CITY OF CORSICANA	2016 214-614-476	ECONOMIC DEVELOP	2009 TAX YEAR	05/01 2009-092016	01/09/2017	01/09/2017		.5
CITY OF CORSICANA	2016 214-614-476	ECONOMIC DEVELOP	2011 TAX YEAR	05/01 2011-092016	01/09/2017	01/09/2017		3.3
CITY OF CORSICANA	2016 214-614-476	ECONOMIC DEVELOP	2015 TAX YEAR	05/01 2015-092016	01/09/2017	01/09/2017		12.4
CITY OF CORSICANA	2016 214-614-476	ECONOMIC DEVELOP	2012 TAX YEAR	05/01 2012-092016	01/09/2017	01/09/2017		5.0
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ALL RECORDS FROM 01/03/2017 TO 01/10/2017 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
JANEITHA HURLEY	2017 236-458-428	TRAVEL/CONFERENC	COURT PERSONNEL SEM REIMB - 12/0	01/10/2017	01/10/2017			109.1
JANEITHA HURLEY	2017 236-458-428	TRAVEL/CONFERENC	COURT PERSONNEL SEM REIMB - 12/0	01/10/2017	01/10/2017			185.7
								----- 294.8

## ALL RECORDS FROM 01/03/2017 TO 01/10/2017 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
ATMOS ENERGY	2016 318-516-418	FACILITIES	3027278267 11/18/16	8267 - DEC 2	01/10/2017	01/10/2017		382.8
CITY OF RICHARDSON POLI	2017 318-526-120	OVERTIME	SHAW JR, ROBERT L 4	NOV 2016	01/10/2017	01/10/2017		2,427.6
CITY OF RICHARDSON POLI	2017 318-526-120	OVERTIME	SHAW JR, ROBERT L 8	OCT 2016	01/10/2017	01/10/2017		451.5
CITY OF RICHARDSON POLI	2016 318-526-120	OVERTIME	SHAW JR, ROBERT L 1	OCT 2016	01/10/2017	01/10/2017		1,025.6
DANNIE PATRICK CAUBLE	2017 318-520-411	DHE	12/01/16 - 12/31/16	2016-12	01/10/2017	01/10/2017		2,066.0
FEDEX - TXMAS	2017 318-516-411	SERVICES	2934-0047-4	5-659-00811	01/10/2017	01/10/2017		37.4
FEDEX - TXMAS	2017 318-516-411	SERVICES	2934-0047-4	5-652-27696	01/10/2017	01/10/2017		139.1
FEDEX - TXMAS	2017 318-516-411	SERVICES	2934-0047-4	5-652-27695	01/10/2017	01/10/2017		19.0
GALLS LLC	2016 318-534-585	EQUIPMENT	STRION FLASHLIGHT U	006559712	01/10/2017	01/10/2017	302899	54.0
GALLS LLC	2016 318-534-585	EQUIPMENT	SHIPPING	006559712	01/10/2017	01/10/2017	302899	30.1
GALLS LLC	2016 318-534-585	EQUIPMENT	DC STREAMLIGHT POWE	006559712	01/10/2017	01/10/2017	302899	85.0
GALLS LLC	2016 318-534-585	EQUIPMENT	STRION FLASHLIGHT B	006559712	01/10/2017	01/10/2017	302899	187.2
GALLS LLC	2016 318-534-585	EQUIPMENT	STINGER FLASHLIGHT	006559712	01/10/2017	01/10/2017	302899	42.5
GALLS LLC	2016 318-534-585	EQUIPMENT	AC STREAMLIGHT POWE	006559712	01/10/2017	01/10/2017	302899	17.0
GALLS LLC	2016 318-534-585	EQUIPMENT	STINGER FLASHLIGHT	006559712	01/10/2017	01/10/2017	302899	67.7
GEXA ENERGY - DALLAS	2017 318-516-418	FACILITIES	8404 ESTERS BLVD 11	2319941-3 -	01/05/2017	01/09/2017		1,270.97
GEXA ENERGY - HOUSTON	2017 318-516-418	FACILITIES	8404 ESTERS BLVD 11	22401863-4	01/05/2017	01/09/2017		2,127.67
JANITOR'S WORLD	2016 318-516-310	SUPPLIES	JANITORIAL SUPPLIES	41705	01/10/2017	01/10/2017	303036	909.94
MITEL CLOUD SERVICES	2017 318-516-411	SERVICES	064109628 11/15/16	26245474	01/10/2017	01/10/2017		1,249.32
OFFICE DEPOT INC-TXMAS	2016 318-524-310	SUPPLIES	DELL R6400 BATTERY	884178905001	01/10/2017	01/10/2017	302983	79.89
OFFICE DEPOT INC-TXMAS	2016 318-524-310	SUPPLIES	16GB FLASH DRIVES	883970551002	01/10/2017	01/10/2017	302972	27.88
OFFICE DEPOT INC-TXMAS	2016 318-534-310	OFFICE SUPPLIES	BUSINESS NOTEBOOKS	884160108001	01/10/2017	01/10/2017	302984	219.80
TERMINIX	2017 318-516-418	FACILITIES	548336	360842114	01/10/2017	01/10/2017		72.60
THE DALLAS MORNING NEWS	2016 318-516-411	SERVICES	18925751 12/26/16 - 12/04/16		01/10/2017	01/10/2017		560.56

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13,551.55

ALL RECORDS FROM 01/03/2017 TO 01/10/2017 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
OMNI PROFESSIONAL SERVI	2017 319-516-412	SERVICES	12/16/16 - 12/31/16	2016-24	01/10/2017	01/10/2017		2,699.9
RUTH ASTON	2017 319-517-412	SERVICES	12/16/16 - 12/31/16	2016-24	01/10/2017	01/10/2017		2,699.6
SUMPTER SERVICES LLC	2017 319-515-412	SERVICES	12/16/16 - 12/31/16	2016-24	01/10/2017	01/10/2017		7,790.4
THOMAS PAUL HARRIS	2017 319-535-412	SERVICES	12/16/16 - 12/31/16	2016-3	01/10/2017	01/10/2017		3,096.9
								-----
								<b>16,286.9</b>
<b>TOTAL PAYABLES</b>								<b>155,128.8</b>



# RESOLUTION

A Resolution of the Navarro County Commissioners Court, Texas  
Opposition to re: SearchTX, Tuesday, January 10, 2017

**WHEREAS**, the Navarro County Commissioners Court recognizes that the Texas Office of Court Administration (OCA), under The Supreme Court of Texas's direction, has created re:SearchTX, a web portal to allow judges secure access to a consolidated database of case information that has been e-Filed; and

**WHEREAS**, the sole purpose of the e-File system developed by the OCA was to provide a delivery system for attorneys to file documents electronically to the courts and that the information would only be retained for thirty days; and

**WHEREAS**, the OCA is now retaining information filed within the e-File system and plans to make it available to attorneys and the public (for a fee) through re:SearchTX in the near future; and

**WHEREAS**, as required by the Texas Constitution and state statutes, the county and district clerks of each Texas county are the designated custodians of court records, responsible for the management, preservation and access of court records; and

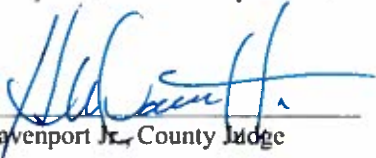
**WHEREAS**, Texas counties are responsible for providing resources to clerks for the management, preservation and access of court records by the public including having the option of offering county records through an electronic information system and may provide (on a contractual basis) direct access to the public, by statute;

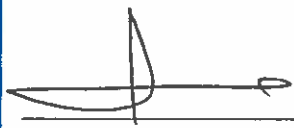
**NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF NAVARRO COUNTY**, by virtue of the authority vested in us, do hereby state that for the foregoing reasons, it is in the best interest of Navarro County and our taxpayers to oppose any change to current statutes regarding care, custody and control of records held by the county and district clerks and to any actions that would result in those records being centralized within any other entity, be it public or private.


**BE IT FURTHER RESOLVED**, we are opposed to the amendment and or repeal of any current statutes or rules that authorize local control by commissioner's court in the administration of our duties concerning records held by the county and district clerk or how the county chooses to offer those records to the public.

**BE IT FURTHER RESOLVED**, finally, we oppose any diversion of existing County revenue to any other government entity concerning records held under local control by statute.

**PASSED AND APPROVED** by the Navarro County Commissioners Court on this the 10<sup>th</sup> day of JANUARY, 2017

  
HM Davenport Jr., County Judge

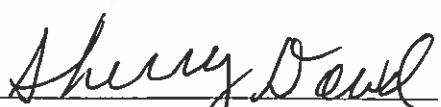
  
Jason Grant, Precinct 1 Commissioner

  
Dick Martin, Precinct 2 Commissioner

Absent  
Eddie Moore, Precinct 3 Commissioner

  
James Olsen, Precinct 4 Commissioner



Attest:   
Sherry Dowd, County Clerk

# 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

29 December 2016

The Honorable H.M. Davenport  
County Judge  
Navarro County  
601 North 13<sup>th</sup> Street, Suite 6  
Corsicana, TX 75110  
DUNS 071371363

RE: Public Assistance Grant, DR 4272, Severe Storms and Flooding  
Catalog of Federal Domestic Assistance (CFDA) number 97.036  
FEMA Project Number PA-06-TX-4272-PW 00169(0)  
Project Title: NAV301C – Precinct 3 Roads  
Period of Performance: 11 June 2016 to 11 December 2017

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

PA-06-TX-4272-PW-00169(0)						
Version / Amendment	Date	Total Subgrant Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount
0	12 December 2016	\$25,225.17	75%	\$18,918.88	25%	\$6,306.29

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

1-3-17  
\_\_\_\_\_  
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 Michael Roberts at (318) 560-3096 or email at Michael.Roberts@ey.com.

ATTACHMENTS: Scope of Work  
Terms and Conditions

# TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD. - BOX 4087 - AUSTIN, TEXAS 78773-0220  
512/424-2000  
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Corsicana, TX 75110  
DUNS 071371363

RE: Public Assistance Grant, DR 4272, Severe Storms and Flooding  
Catalog of Federal Domestic Assistance (CFDA) number 97.036  
FEMA Project Number PA-06-TX-4272-PW 00259(0)  
Project Title: NAV303C – Precinct 3 Roads  
Period of Performance: 11 June 2016 to 11 December 2017

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

PA-06-TX-4272-PW-00259(0)						
Version / Amendment	Date	Total Subgrant Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount
0	16 December 2016	\$54,970.40	75%	\$41,227.80	25%	\$13,742.60

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.

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

1-3-17  
\_\_\_\_\_  
Date

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The Honorable H.M. Davenport  
County Judge  
Navarro County  
601 North 13<sup>th</sup> Street, Suite 6  
Corsicana, TX 75110  
DUNS 071371363

RE: Public Assistance Grant, DR 4272, Severe Storms and Flooding  
Catalog of Federal Domestic Assistance (CFDA) number 97.036  
FEMA Project Number PA-06-TX-4272-PW 00260(0)  
Project Title: NAV302C – Precinct 3 Roads  
Period of Performance: 11 June 2016 to 11 December 2017

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

PA-06-TX-4272-PW-00260(0)						
Version / Amendment	Date	Total Subgrant Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount
0	16 December 2016	\$85,773.00	75%	\$64,329.75	25%	\$21,443.25

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.

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 _____ Designated Subrecipient Agent	_____ 1-3-17 Date
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The Honorable H.M. Davenport  
County Judge  
Navarro County  
601 North 13<sup>th</sup> Street, Suite 6  
Corsicana, TX 75110  
DUNS 071371363

RE: Public Assistance Grant, DR 4272, Severe Storms and Flooding  
Catalog of Federal Domestic Assistance (CFDA) number 97.036  
FEMA Project Number PA-06-TX-4272-PW 00088(0)  
Project Title: NAV401C – Precinct 4 Roads  
Period of Performance: 11 June 2016 to 11 December 2017

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

PA-06-TX-4272-PW-00088(0)						
Version / Amendment	Date	Total Subgrant Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount
0	5 November 2016	\$18,245.04	75%	\$13,683.78	25%	\$4,561.26

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.

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

1-2-17  
\_\_\_\_\_  
Date

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Navarro County  
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Corsicana, TX 75110  
DUNS 071371363

RE: Public Assistance Grant, DR 4272, Severe Storms and Flooding  
Catalog of Federal Domestic Assistance (CFDA) number 97.036  
FEMA Project Number PA-06-TX-4272-PW 00096(0)  
Project Title: NAV402C – Precinct 4 Roads  
Period of Performance: 11 June 2016 to 11 December 2017

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

PA-06-TX-4272-PW-00096(0)						
Version / Amendment	Date	Total Subgrant Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount
0	5 November 2016	\$45,895.25	75%	\$34,421.44	25%	\$11,473.81

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.

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If you have any questions please contact Michael Roberts at (318) 560-3096 or email at Michael.Roberts@ey.com.

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2017 INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN

NAVARRO COUNTY, TEXAS

AND

TEXOMA HIDTA

AND

Dan Cauble

RECEIVED

JAN 04 2017

NAVARRO COUNTY  
AUDITOR'S OFFICE

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

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

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

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

If to the Contractor:

If to Navarro County:           Brittney T. Simon, CPA  
   Navarro County Auditor  
   Navarro County  
   601 N. 13<sup>th</sup> Street STE 6  
   Corsicana, Texas 75110

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

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

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

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

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

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

Navarro County

By: [Signature]  
Judge H.M. Davenport  
Date: 1-10-17

Texoma HIDTA Director

By: [Signature]  
Lance Sumpter  
Date: \_\_\_\_\_

Contractor:

[Signature]  
Dan Cauble

Date: 1/3/2017



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

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



2. Prepare classroom for all classes including providing name placards for all students
  3. Facilitate instructors in using classroom equipment including podium computer, overhead power point projector and all other audio/visual equipment.
  4. Coordinating refreshments for students including coffee.
- I. Must be approved for a Law Enforcement National Security Clearance.
  - J. Additional related duties may be assigned at the Discretion of the Texoma HIDTA Director.
  - K. Working hours will be coordinated between the contractor and the Texoma HIDTA Director and will generally fall within the time frame of 7:30am to 5:00pm or as needed by specific training requirements.
2. TERM: This engagement shall commence on 1/1/2017 and shall continue in full force and effect until December 31, 2017.
  3. CONTINGENCY: Notwithstanding anything to the contrary in paragraph 2 above, this Agreement will not be renewed or be effective for any term exceeding the initial Term described above unless Navarro County receives grant funding for Texoma HIDTA for the fiscal year in which the renewal or extended term falls.
  4. COMPENSATION:
    - a. Wages: Navarro County, upon recommendation of the Director, Texoma HIDTA, shall authorize payment to the Contractor for services provided by the Contractor for the term of this Agreement. Payment will be equal to the hourly rate equivalent to a Grade 5 step 7 on the 2017 Federal General Schedule (GS) pay scale for the Dallas-Fort Worth area, not to exceed 30 hours per week, unless authorized by the Texoma HIDTA Director. This contract will also include an approved phone allowance of \$40/month over the term of this Agreement. Overtime will not be authorized. Payments will be made once monthly, by submission of letterhead invoice to Navarro County.
    - b. Expenses: Contractor will be reimbursed by Navarro County for approved Texoma HIDTA related travel and training, as detailed in the Navarro County Policies and Procedures Guide.
    - c. Time off: Contractor will only be paid for the hours worked. This schedule will be approved in advance.
    - d. Cellular Telephone Allowance: This position will be provided a monthly cellular telephone allowance of \$40 per month. This expense should be added to the contractor's annual compensation and will be paid with other wages and approved expenses.

5. **RESPONSIBILITIES OF NAVARRO COUNTY:** As the fiscal agent for the Texoma HIDTA, Navarro County has been designated by the TEXOMA HIDTA Executive Board to administer the cooperative agreement contract between ONDCP by supplying the ONDCP with the proper documentation regarding any payment due to the Contractor and disbursing such funds to the Contractor. Payment by Navarro County to the Contractor does not create any special employment relationship and is not to be construed in any way to alter the Contractor's status.

**Exhibit B**

**County Of Navarro, Texas**

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

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

**General Requirements**

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

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

**1. LOBBYING**

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

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

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

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

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

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

A. The contractor certifies that it and its principals:

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

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

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

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

## **3. DRUG-FREE WORKPLACE**

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

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

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

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

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

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

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

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

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

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

DAN CAUBLE  
Business Name

11/1/17  
Date

DANNIE P. CAUBLE  
Printed Name

[Signature]  
Signature

INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN

NAVARRO COUNTY, TEXAS

AND

Texoma HIDTA

AND

Kevin Kelley

RECEIVED

JAN 04 2017

NAVARRO COUNTY  
AUDITOR'S OFFICE

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

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

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



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

If to the Contractor:

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

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

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

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

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

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

Navarro County

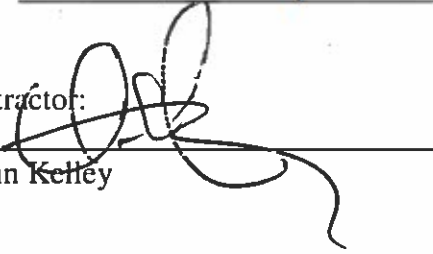
Texoma HIDTA Director

By:   
 Judge H.M. Davenport

By:   
 Lance Sumpter

Date: 1-10-17

Date: 12/28/16

Contractor:   
 Kevin Kelley

Date: 12-27-16



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

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

- H. Must be approved for a Law Enforcement National Security Clearance.
  - I. Additional duties may be assigned at the Discretion of the Texoma HIDTA Director and the Information Technology Manager.
  - J. CONTRACTUAL OBLIGATIONS: Working hours will be established to insure proper computer network support services and approved by the Texoma HIDTA Director. The Contractor will work up to 1,800 hours during the calendar year.
2. TERM: This engagement shall commence on 1/1/2017 and shall continue in full force and effect until December 31, 2017. The Agreement will be reviewed and renewed annually (subject to the contingency set forth below and acceptable performance by the Contractor) or to any changes agreed to in writing by both parties.
3. CONTINGENCY: Notwithstanding anything to the contrary in paragraph 2 above, this Agreement will not be renewed or be effective for any term exceeding the initial Term described above unless Navarro County receives grant funding for Texoma HIDTA for the fiscal year in which the renewal or extended term falls.
4. COMPENSATION:
- a. Wages: Navarro County, upon recommendation of the Director, Texoma HIDTA, shall authorize payment to the Contractor for services provided by the Contractor for the term of this Agreement. Payment will consist of an hourly rate equivalent to a GS 11 step 5 on the approved 2017 Federal GS pay scale for the Dallas-Fort Worth locality, plus a 30% allowance for fringe benefits. Overtime will not be authorized.
  - b. Expenses: Contractor will be reimbursed by Navarro County for approved Texoma HIDTA related travel and training, as detailed in the Navarro County Policies and Procedures Guide.
  - c. Cellular Telephone Allowance: This position will be provided a monthly cellular telephone allowance of \$75 per month. This expense should be added to the contractor's annual compensation and will be paid with other wages and approved expenses.
5. RESPONSIBILITIES OF NAVARRO COUNTY: As the fiscal agent for the Texoma HIDTA, Navarro County has been designated by the TEXOMA HIDTA Executive Board to administer the cooperative agreement contract between ONDCP by supplying the ONDCP the proper documentation regarding any payment due to the Contractor and disbursing such funds to the Contractor. Payment by Navarro County to the Contractor does not create any special employment relationship and is not to be construed in any way to alter the Contractor's status.

**Exhibit B**

**County Of Navarro, Texas**

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

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

**General Requirements**

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

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

**1. LOBBYING**

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

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

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

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

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

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

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

A. The contractor certifies that it and its principals:

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

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

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

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

## **3. DRUG-FREE WORKPLACE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

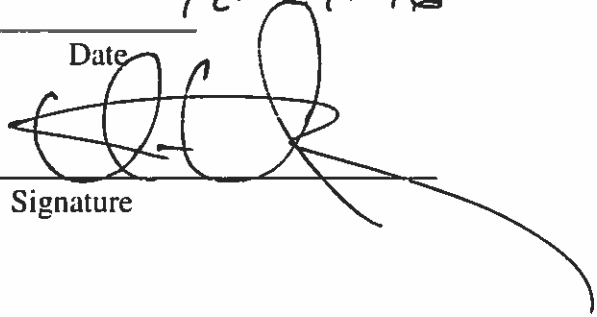
OMAR PROFESSIONAL SERVICES, INC.

12-27-16

Business Name

Date

KEVIN KELLEY



Printed Name

Signature



INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN

NAVARRO COUNTY, TEXAS

AND

Texoma HIDTA

AND

RUTH L. ASTON

RECEIVED

JAN 04 2017

NAVARRO COUNTY  
AUDITOR'S OFFICE

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

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

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

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

If to the Contractor:

If to Navarro County:           Brittney T. Simon, CPA  
Navarro County Auditor  
Navarro County  
601 N. 13 Street STE 6  
Corsicana, Texas 75110

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

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

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

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

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

Navarro County  
 By: [Signature]  
 Judge H.M. Davenport

Texoma HIDTA Director  
 By: [Signature]  
 Lance Sumpter



Date: 1-10-17

Date: 1/3/2017

Contractor:  
[Signature]  
 RUTH L. ASTON

Date: 12/28/16

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

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

2. TERM: This engagement shall commence on 01/01/2017 and shall continue in full force and effect until December 31, 2017. The Agreement will be reviewed and renewed annually (subject to the contingency set forth below and acceptable performance by the Contractor) or to any changes agreed to in writing by both parties.
3. CONTINGENCY: Notwithstanding anything to the contrary in paragraph 2 above, this Agreement will not be renewed or be effective for any term exceeding the initial Term described above unless Navarro County receives grant funding for Texoma HIDTA for the fiscal year in which the renewal or extended term falls.
  - A. CONTRACTUAL OBLIGATIONS: Working hours will be established to insure proper support provided and approved by the Texoma HIDTA Director. The Contractor will provide 1840 hours of contract services during the calendar year.
4. COMPENSATION:
  - a. Wages: Navarro County, upon recommendation of the Director, Texoma HIDTA, shall authorize payment to the Contractor for services provided by the Contractor for the term of this Agreement. Payment will consist of an annual sum equivalent to a GS 9 step 2 on the approved 2017 Federal GS pay scale plus a 25% allowance for fringe benefits to be paid in equal installments. Overtime will not be authorized.
  - b. Expenses: Contractor will be reimbursed by Navarro County for approved Texoma HIDTA related travel and training, as detailed in the Navarro County Policies and Procedures Guide.
5. RESPONSIBILITIES OF NAVARRO COUNTY: As the fiscal agent for the Texoma HIDTA, Navarro County has been designated by the Texoma HIDTA Executive Board to administer the cooperative agreement contract between ONDCP by supplying the ONDCP the proper documentation regarding any payment due to the Contractor and disbursing such funds to the Contractor. Payment by Navarro County to the Contractor does not create any special employment relationship and is not to be construed in any way to alter the Contractor's status.

Exhibit B

County Of Navarro, Texas

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

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

**General Requirements**

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

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

**1. LOBBYING**

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

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

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

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

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

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

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

A. The contractor certifies that it and its principals:

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

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

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

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

## **3. DRUG-FREE WORKPLACE**

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

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

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



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

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

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

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

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

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

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

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

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

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

#### 4. CERTIFICATION REGARDING FEDERAL DEBT STATUS (OMB Circular

A-i 29)

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

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

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


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

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

\_\_\_\_\_  
Business Name

12/28/16  
\_\_\_\_\_  
Date

Ruth L. Aston  
\_\_\_\_\_  
Printed Name

  
\_\_\_\_\_  
Signature



**NAVARRO COUNTY JUDGE**

Navarro Center  
800 N. Main Street, Suite 102  
Corsicana, TX 75110

**H. M. Davenport, Jr., County Judge**

[hdavenport@navarrocourt.org](mailto:hdavenport@navarrocourt.org)  
Phone: (903) 654-3025

**Sherlyn Curtis, Court Coordinator**

[scurtis@navarrocourt.org](mailto:scurtis@navarrocourt.org)  
Fax: (903) 872-0778

January 4, 2017

Darwin Myers  
4777 East US Hwy 80  
Dallas TX 75150

RE: Fiscal Year 2017 Local Government Assistance Program

Dear Mr. Myers,

This letter is to inform you of the desire of Navarro County Commissioners Court to accept the surplus RAP material in the amount of 1362 cu yds located at I-45 and FM1126, and also to accept the Salvage Flexible base material in the amount of 1815 cu yds located at I-45 and FM1394. The Commissioners will start making arrangements to remove the material from those locations as soon as we receive the Official notification we can proceed.

Thank you very much for making this available to us!

Sincerely,

H. M. Davenport, Jr.