

NAVARRO COUNTY COMMISSIONER'S COURT

A REGULAR MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON MONDAY, 8TH DAY OF DECEMBER, 2008 AT 10:00 A.M., IN THE NAVARRO COUNTY COURTHOUSE, CORSICANA, TEXAS. PRESIDING JUDGE H.M. DAVENPORT, COMMISSIONERS PRESENT KIT HERRINGTON, FAITH HOLT, WILLIAM BALDWIN, AND JAMES OLSEN.

1. 10:05 A.M. MOTION TO CONVENE BY BALDWIN SEC BY HOLT
ALL VOTED AYE MOTION CARRIED
2. PRAYER BY COMMISSIONER OLSEN
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENTS- NO COMMENTS

CONSENT AGENDA

- MOTION TO APPROVE ITEMS 5-8 BY HERRINGTON SEC BY BALDWIN
ALL VOTED AYE MOTION CARRIED
5. MOTION TO APPROVE THE MINUTES FROM THE PREVIOUS
MEETING OF NOVEMBER 24, 2008
6. MOTION TO APPROVE AND PAY BILLS AS SUBMITTED BY THE
COUNTY AUDITOR
7. MOTION TO APPROVE REPLAT OF LOTS 15 AND PART OF 16 OF
FRANCISCO BAY FOR RICHARD AND HEATHER BROOK
8. MOTION TO APPROVE REPLAT OF LOTS 4 & 5 OF FRANCISCO BAY
FOR JOSE A. GARAYUS

REGULAR AGENDA ITEMS

9. YEAR END REPORT OF THE NAVARRO COUNTY EMERGENCY
SERVICE DISTRICT #1
NO ACTION TAKEN
10. MOTION TO APPROVE AGREEMENT FOR LICENSING ADJACENT TO
OR CROSSING COUNTY ROADS BY ENERGY TRANSFER BY HOLT SEC
BY JUDGE DAVENPORT **TO WIT PG 266-274**
ALL VOTED AYE MOTION CARRIED

11. MOTION TO APPROVE TAX REPORT FROM RUSSELL P. HUDSON BY OLSEN SEC BY BALDWIN TO WIT PG 275-279
ALL VOTED AYE MOTION CARRIED
12. MOTION TO APPROVE BURN BAN TO REMAIN ON BY HOLT SEC BY HERRINGTON
ALL VOTED AYE
13. MOTION TO APPROVE MOVING DECEMBER 22, 2008 COMMISSIONERS COURT MEETING TO FRIDAY, DECEMBER 19, 2008 BY JUDGE DAVENPORT SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED
14. MOTION TO APPROVE 2009 HIGH INTENSITY DRUG TRAFFICKING GRANT APPLICATION BY HOLT SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED TO WIT PG 280-296
15. MOTION TO APPROVE INDEPENDENT CONTRACTOR AGREEMENT WITH DAN CAUBLE & KEVIN KELLEY ON BEHALF ON THE NORTH TEXAS HIGH INTENSITY DRUG TRAFFICKING BY HERRINGTON SEC BY HOLT
ALL VOTED AYE MOTION CARRIED TO WIT PG 279-318
16. MOTION TO GO INTO EXECUTIVE SESSION PURSUANT TO THE TEXAS GOVERNMENT CODE SECTION 551.072 TO DISCUS REAL ESTATE BY HOLT SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED

MOTION TO COME OUT OF EXECUTIVE SESSION BY HOLT SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED

MOTION BY HOLT TO ACCEPT 4.4 ACRES OF LAND DONATED BY LEWIS DRYFUS SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED
17. MOTION TO ADJOURN BY HOLT SEC BY BALDWIN
ALL VOTED AYE MOTION CARRIED

THESE MINUTES ARE HEREBY APPROVED THIS 19 DAY OF DECEMBER 2008.

JUDGE HM DAVENPORT

Handwritten signature of Judge HM Davenport

COMR.PCT.1 KIT HERRINGTON

Handwritten signature of Kit Herrington

COMR.PCT.2 FAITH HOLT

Handwritten signature of Faith Holt

COMR.PCT.3 WILLIAM BALDWIN

COMR.PCT.4 JAMES OLSEN

Handwritten signature of James Olsen

I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR DECEMBER 8TH, 2008.

SIGNED 19 DAY OF DECEMBER 2008.

Handwritten signature of Sherry Dowd
SHERRY DOWD, COUNTY CLERK



AGREEMENT FOR LICENSE ADJACENT TO OR CROSSING COUNTY ROADS

STATE OF TEXAS §

COUNTY OF NAVARRO §

KNOW ALL MEN BY THESE PRESENTS:

Energy Transfer Fuel, L.P., Owner of a (pipeline, utility line, gas or sewer line) hereby contracts and covenants with **Navarro County (“the County”)** as follows:

I. **Energy Transfer Fuel, L.P.**, desires to construct and maintain a pipeline, utility line, or gas or sewer line in Navarro County, Texas and it is necessary to cross certain county road(s) as listed on attached page _____ located in Precinct # 1 & 2, more fully described on the map attached hereto as Exhibit A and incorporated herein by reference. The license granted herein shall extend 5 feet on either side of the pipeline as it crosses the county road.

II. In consideration for **the County** granting permission through the issuance of a permit to lay a pipeline, utility line, or gas or sewer line adjacent to or crossing said county roads above described in Navarro County, Texas, the **Owner** hereby warrants, agrees and covenants that any crossing shall be constructed as follows:

All county road crossings shall be bored, and lines underneath such roads shall be cased or otherwise constructed to provide maximum protection against damage or leaks. Owner may not block the county road during construction for more than 5 consecutive minutes. The points where the pipeline crosses the road shall be clearly marked and the line shall be placed at a depth of no less than 6 (six) feet underneath the lowest part of the **County’s** bar ditches and/or road surfaces.

Type of Pipeline: 42” Natural Gas

All specifications as per attached Plan/Profile drawings for each road

The transport route (beginning and end): Entering county 1.5 mls South of

HWY 31 at the Trinity River & Exiting county ½ ml SW of CR NW 0150

Pipelines which run adjacent to a county road and which are within a county road easement shall be placed at a depth of no less than six (6) feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

The pipeline shall be constructed in a safe and prudent manner and shall consist of only acceptable commercial pipeline materials. The **Owner** shall be responsible for maintaining the pipeline and the license area. In the event the pipeline is ever abandoned or ceases be used for more than 6 consecutive months, this license shall terminate and revert to the **County**. In addition, if the pipeline is ever abandoned or ceases to be used for more than 6 consecutive months, the **Owner** shall, at the **County's** request, remove the pipeline from the license area and restore the property to its original condition.

SEE ATTACHMENT "A" IF THIS IS FOR A PETROLEUM PIPELINE.

III. In consideration of the granting of this license (pipeline, utility line, gas or sewer Line) adjacent to or across the **County's** roads, the **Owner** warrants and covenants that any damages which may be caused to County or adjacent property as a result of the construction, maintenance or operation of a pipeline shall be the sole responsibility of the **Owner** and the **Owner** warrants and covenants that the area where the construction takes place shall be repaired and put back in the same condition as it originally was before such construction took place.

IV. The **County** and **Owner** hereby covenant and agree that for each violation of this License agreement, **Owner** shall pay to **the County** liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per day, per violation, until such violation have been corrected and the **County's** requirements complied with. Such compliance shall be determined by the County Commissioner in whose precinct the work occurs.

V. **Owner**, at its own expense, shall maintain a general liability insurance policy in an amount sufficient to insure against loss or damages caused by the construction, maintenance and operation of the pipeline. The general liability insurance requirement may be met by a combination of self-insurance, primary and excess insurance policies. **Owner** shall also, at its own expense, carry worker's compensation insurance as required by law.

VI. **Owner**, its successors and assigns agree to release, defend, indemnify, and hold harmless **the County** its respective commissioners, agents and employees (collectively, the "**Indemnified Parties**"), from any and all costs, losses, claims, judgments, settlements, and damages of every kind and character to real property, personal property or persons (including, without limitation, claims involving environmental laws and regulations, pollution, contamination of ground waters, personal injury and death), lawsuits and/or causes of action (including reasonable attorneys' fees, expert fees and court costs) (collectively "**Claims**"), which may grow out of, arise from, or in any manner be connected with the activities of **Owner's** agents, invitees, guests, contractors, servants and employees, on the license area, or any adjacent property, including, without limitation, any Claims arising from loss of subsurface support of any County road and any Claims arising from the production or transportation of materials through any pipeline. For purposes of this license, environmental laws and regulations include, without limitation, the federal Oil Pollution Act (OPA), the federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the federal Resource Conservation and Recovery Act (RCRA), the federal Clean Water Act, the Texas Solid Waste Disposal Act (TSWDA), the Texas Water Code (TWC), and the federal, state and local rules, regulations, ordinances, orders and governmental directives implementing such statutes.

As used in this license, the term "**Hazardous Materials**" means any substance or material defined or identified as hazardous, extra-hazardous, toxic or radioactive or subject to regulation as a solid waste or pollutant under any applicable federal, state, or local statute or regulation including, without limitation, the environmental laws and regulations referenced herein. "**Remedial Work**" is defined as any site investigation or monitoring, any cleanup, containment, remediation, removal, or restoration work performed in response to any federal, state or local government authority or private party action ("**action**"), or pursuant to any federal, state or local statute, rule, regulation, ordinance, order, governmental directive or other laws ("**law**"). **Owner** agrees, for the benefit of **the County** and any adjacent surface owner, (1) to remove from the license area, if, as and when required by any action or law, any Hazardous Materials placed or released thereon by **Owner** (including its contractors), (2) to perform Remedial Work where the need therefore arises in connection with **Owner's** (including its contractors) operations or activities on the license area or any adjacent property, and (3) to comply in all respects with all laws governing operations by **Owner** (including its contractors) and Remedial Work on or associated with the license area and any adjacent property. Remedial Work shall be performed by one or more contractors selected by **Owner** under the supervision of an engineer selected by **Owner**. All costs and expenses of Remedial Work resulting from **Owner's** (including its drillers' and other contractors') operations shall be paid by **Owner**, including, without limitation, the charges of such contractors and/or the consulting engineer and **the County's** reasonable attorneys' fees and costs incurred in connection with the monitoring or review of Remedial Work. If **Owner** shall fail to timely commence or cause to be commenced, or fail to diligently prosecute to completion, such Remedial Work, **the County** may (but shall not be required to), after first giving **Owner** thirty (30) days notice of its failure and **Owner's**

continued failure to perform, cause such Remedial Work to be performed and **Owner** will reimburse all reasonable costs of same on demand. The provisions of this Article shall not constitute approval or obligate **The County** or the surface owner to consent to the imposition of any engineering or institutional control that would restrict or limit future use of the License area for any purpose including, without limitation, any deed restriction or limitation on the use of groundwater or use of the property for residential purposes. **Owner** will notify **the County** and surface owner of any claim or other action by any governmental agency or any third party involving the actual or alleged existence of Hazardous Materials on the License area or any adjoining property and provide **the County** and surface owner with copies of (1) any notice of any actual or threatened release of Hazardous Materials given by **Owner** pursuant to any law and (2) any report of and response to any such release including all Remedial Work. **Owner**, its successors and assigns, in accordance with the provisions of Article 8, will release, indemnify, pay and protect, defend and save the Indemnified Parties harmless from all claims, liabilities, fees and expenses of any kind (including reasonable attorneys' fees, expert fees and costs) that arise from the actual or alleged presence or release of any Hazardous Materials in connection with the operations of **Owner** and **Owner's** agents, invitees, guests, contractors, servants and employees on the License area or any adjacent property. Such indemnification shall include, without limitation, costs in connection with any Remedial Work performed by **the County**, surface owner, or any third party in response to any federal, state or governmental authority, laws or regulations, due and payable upon demand by **the County** or adjacent surface owner. **Owner's** obligations herein shall survive the termination of this License.

VII. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

VIII. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Agreement are performable in Navarro County, Texas.

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

X. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. The rights and remedies provided in this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

EXECUTED this 8 day of December, 2008.

OWNER

By: Robert Rose
its Senior Director – Land and Right-of-Way
Company Name: Energy Transfer Fuel, L.P.
Address: 711 Louisiana St., Ste. 900, Houston, Tx. 77002
Phone Number: (832)668-1144

NAVARRO COUNTY

By: [Signature]
County Judge

By: [Signature]
Commissioner of Precinct 1

[Signature]
Pct. 2

Before me the undersigned notary public on this the ___ day of _____, 2008, appeared _____, the County Judge of Navarro County, and _____ Commissioner of Precinct ___ of Navarro County, who being sworn upon their oath affirmed that they executed the foregoing License for the purposes and consideration set forth herein.

Notary Public, State of Texas

(seal)

Printed Name

Commission Expires

Before me the undersigned notary public on this the ___ day of _____, 2008, appeared _____, who is an authorized representative of _____ (Owner) and who being sworn upon their oath affirmed that he is authorized by Owner to sign this License and that he executed the foregoing License for the purposes and consideration set forth herein.

Notary Public, State of Texas

(seal)

Printed Name

Commission Expires

Navarro County Roads to be crossed by
42" Energy Transfer Gas Pipeline

CR SE 4048
CR SE 4040
CR SE 4020
CR NE 3010
CR NE 2160
CR NE 2140A
CR NE 2125
CR NE 2120
CR NE 2100
CR NE 2030
CR NE 2040
CR NE 0120
CR NE 0150
CR NE 0130
CR NE 0170
CR NE 1040
CR NW 0140(1st)
CR NW 0140(2nd)
CR NW 0149
CR NW 0148
CR NW 0150

All Navarro County Roads to be installed at 6' minimum below lowest point at pipeline crossings.

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Navarro County Roads to be crossed by
42" Energy Transfer Gas Pipeline

[REDACTED]
CR SE 4040

CR SE 4020

CR NE 3010

[REDACTED]

[REDACTED]

CR NE 0125

CR NE 0100

[REDACTED]

CR NE 2030

CR NE 2040

CR NE 0120

CR NE 0150

CR NE 0130

[REDACTED]
CR NE 1040

CR NW 0140(1st)

CR NW 0140(2nd)

CR NW 0149

CR NW 0148
[REDACTED]

DRAWINGS FOR THE
HIGHLIGHTED ROADS BY FRI.
12-5

All Navarro County Roads to be installed at 6' minimum below lowest point at pipeline crossings.

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FILED FOR RECORD
AT _____ O'CLOCK _____ M
DEC 03 2008
SHERRY DOWD
COUNTY CLERK NAVARRO COUNTY, TEXAS
BY _____ DEPUTY

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

TOTAL PAGES INCLUDING COVER SHEET 5

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING
NOVEMBER 2008

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								LEVY
NAVARRO COUNTY								
CURRENT	784,408.71		4.37	784,413.08	15,688.04	768,725.04		14,028,657.92
DELINQUENT	32,072.50		8,946.22	41,018.72	820.38	40,198.34	7,717.36	%
TOTAL	816,481.21	-	8,950.59	825,431.80	16,508.42	808,923.38	7,717.36	5.59%
NAVARRO COLLEGE								LEVY
CURRENT	163,155.46			163,155.46	815.45	162,340.01		2,886,499.94
DELINQUENT	6,853.43	-	1,914.01	8,767.44	512.65	8,254.79	1,651.40	%
TOTAL	170,008.89	-	1,914.01	171,922.90	1,328.10	170,594.80	1,651.40	5.65%
CITY OF RICE								LEVY
CURRENT	6,380.11	-		6,380.11	31.88	6,348.23		93,480.90
DELINQUENT	143.81		44.18	187.99	11.77	176.22	37.40	%
TOTAL	6,523.92	-	44.18	6,568.10	43.65	6,524.45	37.40	6.83%
CITY OF KERENS								LEVY
CURRENT	15,425.14	320.50		15,104.64	(2.99)	15,107.63		236,680.79
DELINQUENT	564.47	-	145.55	710.02	39.22	670.80	141.99	%
TOTAL	15,989.61	320.50	145.55	15,814.66	36.23	15,778.43	141.99	6.52%
CITY OF CORSICANA								LEVY
CURRENT	420,874.45	-		420,874.45	2,104.39	418,770.06		7,423,814.89
DELINQUENT	12,159.77	-	3,988.94	16,148.71	1,057.99	15,090.72	2,932.08	%
TOTAL	433,034.22	-	3,988.94	437,023.16	3,162.38	433,860.78	2,932.08	5.67%

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING
NOVEMBER 2008

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CITY OF BARRY								LEVY
CURRENT	2,066.36			2,066.36	10.35	2,056.01		14,049.36
DELINQUENT	22.84		5.02	27.86	1.36	26.50	5.58	%
TOTAL	2,089.20	-	5.02	2,094.22	11.71	2,082.51	5.58	14.71%
CITY OF EMHOUSE								LEVY
CURRENT	218.06	-		218.06	1.07	216.99		8,384.44
DELINQUENT	56.37		12.41	68.78	3.39	65.39	13.75	%
TOTAL	274.43	-	12.41	286.84	4.46	282.38	13.75	2.60%
CITY OF RICHLAND								LEVY
CURRENT	391.20	-		391.20	1.96	389.24		13,651.68
DELINQUENT				-		-		%
TOTAL	391.20	-	-	391.20	1.96	389.24	-	2.87%
CITY OF GOODLOW								LEVY
CURRENT	206.09	-		206.09	1.04	205.05		2,877.74
DELINQUENT	59.47		32.20	91.67	8.36	83.31	16.68	%
TOTAL	265.56	-	32.20	297.76	9.40	288.36	16.68	7.16%
CITY OF DAWSON								LEVY
CURRENT	5,460.93			5,460.93	27.28	5,433.65		63,435.27
DELINQUENT	843.53		207.09	1,050.62	55.98	994.64	210.11	%
TOTAL	6,304.46	-	207.09	6,511.55	83.26	6,428.29	210.11	8.61%
CITY-BLOOMING GROVE								LEVY
CURRENT	5,145.40			5,145.40	25.73	5,119.67		84,424.56
DELINQUENT	239.61		68.31	307.92	18.28	289.64	61.58	%
TOTAL	5,385.01	-	68.31	5,453.32	44.01	5,409.31	61.58	6.09%

AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING
NOVEMBER 2008

								LEVY
BLOOMING GROVE ISD								
CURRENT	65,265.14			65,265.14	326.32	64,938.82		1,315,359.35
DELINQUENT	8,326.49		2,086.66	10,413.15	563.33	9,849.82	2,150.25	%
TOTAL	73,591.63	-	2,086.66	75,678.29	889.65	74,788.64	2,150.25	4.96%
DAWSON ISD								LEVY
CURRENT	62,159.70	-		62,159.70	310.79	61,848.91		1,230,122.36
DELINQUENT	4,132.21	-	984.08	5,116.29	266.68	4,849.61	1,022.82	%
TOTAL	66,291.91	-	984.08	67,275.99	577.47	66,698.52	1,022.82	5.05%
RICE ISD								LEVY
CURRENT	77,497.95			77,497.95	387.49	77,110.46		1,096,679.01
DELINQUENT	2,386.69		709.91	3,096.60	189.43	2,907.17	692.71	%
TOTAL	79,884.64	-	709.91	80,594.55	576.92	80,017.63	692.71	7.07%
NAVARRO COUNTY ESD#1								LEVY
CURRENT	6,117.12			6,117.12	30.47	6,086.65		104,464.88
DELINQUENT				-		-		%
TOTAL	6,117.12	-	-	6,117.12	30.47	6,086.65	-	5.86%
GRAND TOTAL	1,682,633.01	320.50	19,148.95	1,701,461.46	23,308.09	1,678,153.37	16,653.71	

MEMO:

TOTAL COLLECTED	<u>1,718,155.17</u>
ROLLBACK TAXES	<u>1,420.60</u>
TAX CERTIFICATES	<u>600.00</u>
HOT CK FEES	<u>20.00</u>

YR-TO-DATE % CURRENT COLLECTED:

COUNTY	<u>15.75%</u>	RICHLAND	<u>11.40%</u>
COLLEGE	<u>16.13%</u>	GOODLOW	<u>27.96%</u>
RICE	<u>20.10%</u>	CITY-DAWSON	<u>22.48%</u>
KERENS	<u>36.19%</u>	CITY - BL. GROVE	<u>26.44%</u>
CORSICANA	<u>14.04%</u>	B G ISD	<u>18.07%</u>
BARRY	<u>21.28%</u>	DAWSON ISD	<u>12.47%</u>
EMHOUSE	<u>13.01%</u>	RICE ISD	<u>16.98%</u>
N C ESD #1	<u>21.91%</u>		

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NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH OF
NOVEMBER 2008

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	TAXES	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	NET TAXES DUE	MEMO ONLY ATTORNEY FEES
CURRENT TAXES						
COUNTY	645,334.80	4.37	645,339.17	12,907.03	632,432.14	
ROAD & BRIDGE	127,094.78		127,094.78	2,542.14	124,552.64	
FLOOD CONTROL	11,979.13		11,979.13	238.87	11,740.26	
TOTAL	784,408.71	4.37	784,413.08	15,688.04	768,725.04	-
DELINQUENT TAXES						
COUNTY	26,446.32	7,428.32	33,874.64	677.50	33,197.14	6,361.96
STATE	-	-	-	-	-	-
ROAD & BRIDGE	5,141.87	1,385.42	6,527.29	130.52	6,396.77	1,238.96
FLOOD CONTROL	484.31	132.48	616.79	12.36	604.43	116.44
TOTAL	32,072.50	8,946.22	41,018.72	820.38	40,198.34	7,717.36
TOTAL ALLOCATION						
COUNTY	671,781.12	7,432.69	679,213.81	13,584.53	665,629.28	6,361.96
STATE		-		-		-
ROAD & BRIDGE	132,236.65	1,385.42	133,622.07	2,672.66	130,949.41	1,238.96
FLOOD CONTROL	12,463.44	132.48	12,595.92	251.23	12,344.69	116.44
TOTAL	816,481.21	8,950.59	825,431.80	16,508.42	808,923.38	7,717.36

COUNTY TAX REPORT
Prepared by Gail Smith
Navarro County Tax Office

G09NT0001A

Navarro County Sheriff's Office

\$2,292,457.00

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**OFFICE OF NATIONAL DRUG CONTROL POLICY
FY 09 HIDTA STATE AND LOCAL INITIATIVES**

INSTRUCTIONS FOR APPLICANTS

Attached are the following documents for your FY 09 funding application:

- Approved FY 09 Budget to the **Navarro County Sheriff's Office** for the **Multiple** Initiative(s).
- Application for Federal Assistance, SF-424.
- Budget Information Non-Construction Programs, SF-424A, Page 2.
(Page 1 will not be utilized.)
- Assurances Non-Construction Programs, SF-424B.
- Budget Information Construction Programs, SF-424C.
- Certification regarding Lobbying; Debarment, Suspension and other Responsibility Matters; Drug-Free Workplace Requirements; Federal Debt Status, and Non-Discrimination Statutes and Implementing Regulations.
- Disclosure of Lobbying Activities.

To submit a grant application for FY 09 HIDTA State and Local Initiative Funding, the following forms must be signed and returned:

- Application for Federal Assistance, SF-424.
- Budget Information Non-Construction Programs, SF-424A, Page 2.
(Page 1 will not be utilized.)
- Assurances Non-Construction Programs, SF-424B.
- Budget Information Construction Programs, SF-424C.
- Certification regarding Lobbying; Suspension and other Responsibility Matters; Drug-Free Workplace Requirements; Federal Debt Status, and Non-Discrimination Statutes and Implementing Regulations.
- Disclosure of Lobbying Activities.

Each of these documents have been completed based upon information submitted for the FY 09 initiatives. If this information is incorrect, contact the National HIDTA Assistance Center for new forms.

These documents must be completed and signed in their entirety and returned with original signatures affixed before the award letter can be initiated.

After completion, the forms should be sent to:

National HIDTA Assistance Center
11200 NW 20th ST, STE 100
Miami, FL 33172

(305) 715-7600

APPLICATION FOR FEDERAL ASSISTANCE

1. TYPE OF SUBMISSION Application Pre-application <input type="checkbox"/> Construction <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-construction <input type="checkbox"/> Non-construction	2. DATE SUBMITTED	Applicant Identifier:
	3. DATE RECEIVED BY STATE	State Application Identifier
4. DATE RECEIVED BY FEDERAL AGENCY		Federal Identifier G09NT0001A

5. APPLICANT INFORMATION

LEGAL NAME: Navarro County Sheriff's Office	ORGANIZATIONAL UNIT:
Organizational DUNS: 071371363	
ADDRESS (Give city, county, State and Zip Code) Navarro County Sheriff's Office 300 W 3rd Avenue Corsicana, TX 75110	Name and telephone number of person to be contacted on matters involving this Application (give area code) Mrs. Mona Neill (972) 915-9501

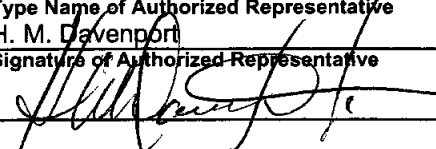
6. EMPLOYER IDENTIFICATION NUMBER (EIN) 1756001092A1	7. TYPE OF APPLICANT: (Enter appropriate letters in box) <table style="width: 100%;"> <tr> <td>A. State</td> <td>H. Independent School District</td> </tr> <tr> <td>B. County</td> <td>I. State Controlled Institution of Higher Learning</td> </tr> <tr> <td>C. Municipal</td> <td>J. Private University</td> </tr> <tr> <td>D. Township</td> <td>K. Indian Tribe</td> </tr> <tr> <td>E. Interstate</td> <td>L. Individual</td> </tr> <tr> <td>F. Inter-municipal</td> <td>M. Profit Organization</td> </tr> <tr> <td>G. Special District</td> <td>N Other</td> </tr> </table>	A. State	H. Independent School District	B. County	I. State Controlled Institution of Higher Learning	C. Municipal	J. Private University	D. Township	K. Indian Tribe	E. Interstate	L. Individual	F. Inter-municipal	M. Profit Organization	G. Special District	N Other
A. State		H. Independent School District													
B. County	I. State Controlled Institution of Higher Learning														
C. Municipal	J. Private University														
D. Township	K. Indian Tribe														
E. Interstate	L. Individual														
F. Inter-municipal	M. Profit Organization														
G. Special District	N Other														
8. TYPE OF APPLICATION <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If revision, enter appropriate letter(s) in box(es) <input type="checkbox"/> <input type="checkbox"/> (Specify) A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration Other (specify) _____															
9. NAME OF FEDERAL AGENCY: ONDCP															

10. Catalog of Federal Domestic Assistance Number: TITLE: 09.G09NT0001A	11. Descriptive Title of Applicant's Project Multiple Initiative(s)
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.):	

13. PROPOSED PROJECT <table style="width: 100%;"> <tr> <th>Start Date</th> <th>Ending Date</th> </tr> <tr> <td>1/1/2009</td> <td>12/31/2010</td> </tr> </table>	Start Date	Ending Date	1/1/2009	12/31/2010	14. CONGRESSIONAL DISTRICTS OF <table style="width: 100%;"> <tr> <th>a. Applicant</th> <th>b. Project</th> </tr> <tr> <td></td> <td></td> </tr> </table>	a. Applicant	b. Project		
Start Date	Ending Date								
1/1/2009	12/31/2010								
a. Applicant	b. Project								

15. ESTIMATED FUNDING: <table style="width: 100%;"> <tr> <td>a. Federal</td> <td>\$2,292,457.00</td> </tr> <tr> <td>b. Applicant</td> <td></td> </tr> <tr> <td>c. State</td> <td></td> </tr> <tr> <td>d. Local</td> <td></td> </tr> <tr> <td>e. Other</td> <td></td> </tr> <tr> <td>f. Program Income</td> <td></td> </tr> <tr> <td>g. TOTAL</td> <td>\$2,292,457.00</td> </tr> </table>	a. Federal	\$2,292,457.00	b. Applicant		c. State		d. Local		e. Other		f. Program Income		g. TOTAL	\$2,292,457.00	16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? a. YES. This preapplication/application was made available to the State Executive order 12372 process for review on: <input type="checkbox"/> Date: _____ b. No. <input type="checkbox"/> Program is not covered by E.O. 12372 <input type="checkbox"/> or program has not been selected by state for review
a. Federal	\$2,292,457.00														
b. Applicant															
c. State															
d. Local															
e. Other															
f. Program Income															
g. TOTAL	\$2,292,457.00														
17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? Yes If "Yes", attach an explanation <input checked="" type="checkbox"/> No															

TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. Type Name of Authorized Representative H. M. Davenport	b. Title County Judge	c. Telephone
d. Signature of Authorized Representative 		e. Date Signed

INSTRUCTIONS FOR THE SF424

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET; SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form used by applicants as a required face sheet for pre applications and application submitted for Federal assistance. It will be used by Federal agencies to obtain applicant certification that States which have established a review and comment procedure in response to Executive Order 12372 and have selected the program to be included in their process, have been given an opportunity to review the applicant's submission.

- | | |
|--|--|
| <p>Item: Entry:</p> <ol style="list-style-type: none"> 1. Self -Explanatory. 2. Data application submitted to Federal Agency (or State if applicable) & applicant's control number (if applicable). 3. State use only (if applicable). 4. Enter Date Received by Federal Agency, Federal identification number: if this application is to continue or revise an existing award, enter present Federal identifier number. If for a new project, leave blank. 5. Enter a legal name of applicant, name of primary organizational unit (including division is applicable), which will undertake the assistance activity, enter the organization's DUNS number (received from Dun and Bradstreet), enter the complete address of the applicant (including country), and name, telephone number, email and fax of the person to contact on matters related to this application. 6. Enter employer Identification Number (EIN) as assigned by the Internal Revenue Service. 7. Enter the appropriate letter in the space provided. 8. Check appropriate box and enter appropriate letter(s) in the space(s) provided; <ul style="list-style-type: none"> • "New " means a new assistance award • "Continuation" means any change in the Federal Government's financial obligation or contingent liability from an existing obligations • "Revision" means any change in the Federal Government's financial obligation or contingent liability from an existing obligation. 9. Name of Federal agency from which assistance is being requested with this application. 10. Use the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested. | <p>Item: Entry:</p> <ol style="list-style-type: none"> 11. Enter a brief descriptive title of project. If more than one program is involved, you should append an explanation on a separate sheet. If appropriate (e.g., construction or real property projects), attach a map showing project location. For pre application, use a separate sheet to provide a summary description of this project. 12. List only the largest political entities affected (e.g., State, counties, cities). 13. Self- Explanatory. 14. List the applicant's Congressional-District and any District(s) affected by the program or project. 15. Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in kind contributions should be included on appropriate lines as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decrease, enclose the amounts in parentheses. If both basic and supplemental amounts are included, show breakdown on an attached sheet. For multiple program funding, use totals and show breakdown using same categories as item 15. 16. Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process. 17. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes. 18. To be signed by the authorized representative of the applicant. A copy of the governing body's authorization for you to sign this application as official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application. |
|--|--|

Section c – Non-federal Resources

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8.	\$	\$	\$	\$
9.				
10.				
11.				
12. TOTAL (sum of line 8 – 11)	\$	\$	\$	\$

SECTION D – FORCASTED CASH NEEDS

	Total for 1 st Year	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
13. Federal	\$2,292,457.00	\$573,114.25	\$573,114.25	\$573,114.25	\$573,114.25
14. Non-Federal					
15. TOTAL (sum of 13 and 14)	\$	\$	\$	\$	\$

SECTION E – BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	(b) First	(c) Second	(d) Third	(e) Fourth
16.				
17.				
18.				
19.				
20.				

SECTION F – OTHER BUDGET INFORMATION

21. Direct Charges:	22. Indirect Charges:
23. Remarks	

282
784

INSTRUCTIONS FOR THE SF-424A

Public reporting burden for this collection of information is estimated to average 180 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Office of Management and Budget, Paperwork Reduction Project (0348-0044), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT OT THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

General Instruction

This form is designed so that application can be made for funds from one or more grant programs. In preparing the budget, adhere to any existing Federal grantor agency guidelines, which prescribe how and whether budgeted amounts should be separately shown for different functions or activities within the program. For some programs, grantor agencies may require budgets to be separately shown by function or activity. For other programs, grantor agencies may require a breakdown by function or activity. Section A,B,C, and D should include budget estimates for the whole project except when applying for assistance which requires Federal authorization in annual or other funding period increments. In the latter case, Sections A, B,C, and D should provide the budget for the first budget period (usually a year) and Section E should present the need for Federal assistance in the subsequent budget periods. All applications should contain a breakdown by the object class categories shown in Lines a-k of Section B.

Section A. Budget Summary Lines 1-4 column (a) and (b)

For applications pertaining to a single Federal grant program (Federal Domestic Assistance Catalog number) and not requiring a functional or activity breakdown, enter on Line 1 under Column (a) the catalog program title and the catalog number in Column (b).

For application pertaining to a single program requiring budget amounts by multiple functions or activities, enter the name of each activity or function on each line in Column (a), and enter the catalog number in column (b). For application pertaining to multiple programs where none of the programs require a breakdown by function or activity, enter the catalog program title on each line in column (a) and the respective catalog number on each line in column (b).

For application pertaining to multiple programs where one or more programs require a breakdown by function or activity, prepare a separate sheet for each program requiring the breakdown. Additional sheets should be used when one form does not provide adequate space for all breakdown of data required. However, when more than

one sheet is used, the first page should provide the summary totals by programs.

Lines 1-4, column (c) through (g)

For new application, leave columns (c) and (d) blank. For each line entry in Column (a) and (b), enter in Column (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year).

For continuing grant program applications, submit these forms before the end of each funding period as required by the grantor agency. Enter in column (c) and (d) the estimated amounts of funds which will remain unobligated at the end of the grant funding period only if the Federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in column (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in column (g) should be the sum of amounts in Column (e) and (f).

For supplemental grants and changes to existing grants, do not use column (c) and (d). Enter in Column (e) the amount of the increase or decrease of Federal funds and enter in column (f) the amount of the increase of decrease of non-federal funds. In Column (g) enter the new total budgeted amount (Federal and non-federal which includes the total previous authorized budgeted amounts plus or minus, as appropriate, the amounts shown in column (e) and (f). The amount(s) in column (g) should not equal the sum of amounts in column (e) and (f).

Line 5- Show the totals for all columns used.

Section B Budget Categories

In the column headings (1) through (4), enter the titles of the same programs, functions, and activities shown on line 1-4, column (a), Section A. When additional sheets are prepared for Section A, provide similar column headings on each sheet. For each program, function or activity, fill in the total requirements for funds (both Federal and non-Federal) by object class categories.

Lines 6a-I- Show the totals of Lines 6a to 6h in each column.

Line 6j- Show the amount of indirect cost.

Line 6K- Enter the total of amounts on Lines 6i and 6j. For all applications for new grants and continuation grants the total amount in column (5), Line 6k, should be the same as the total amount shown in Section A, column (g), Line 5. For supplemental grants and changes to grants, the total amount of the increase or decrease as shown in column (1)-(4), Line 6k should be the same as the sum of the amounts in Section A, column (e) and (f) on Line 5.

Line 7- Enter the estimated amount of income, if any expected to be generated from this project. Do not add or subtract this amount. Show under the program narrative statement the nature and source of income. The estimated amount of program income may be considered by the federal grantor agency in determining the total amount of the grant.

Section C. Non-Federal Resources

Lines 8-11 Enter amounts of non-federal resources that will be used on the grant. If in-kind contributions are included, provide a brief explanation on a separate sheet.
Column (a) Enter the program titles identical to column (a), Section A. A breakdown by function or activity is not necessary.

Column (b) Enter the contribution to be made by the applicant.

Column (c) Enter the amount of the State's cash and in-kind contribution if the applicant is not a State or State agency. Applicants which are a State or State agencies should leave this column blank.

Column (d) Enter the amount of cash and in-kind contribution to be made from all other sources.

Column (e) Enter total of column (b),(c), and (d).

Line 12- Enter the total for each of column (b)-(e). The amount in column (e) should be equal to the amount on Line 5, column (f) section A.

Section D. Forecasted Cash Needs

Line 13 Enter the amount of cash needed by quarter from the grantor agency during the first year.

Line 14 -Enter the amount of cash from all other sources needed by quarter during the first year.

Line 15 - Enter the totals of amounts on Lines 13 and 14.

Section E. Budget Estimates of Federal Funds Needed for Balance of the Project

Lines 16-19- Enter in Column (a) the same grant program titles shown in Column (a), Section A. A breakdown by function or activity is not necessary. For new applications and continuation grant applications, enter in the proper columns amounts of Federal funds which will be needed to complete the program or project over the succeeding funding period (usually in years). This section need not be completed for revisions (amendments, changes, or supplements) to funds for the current year of existing grants.

If more than four lines are needed to list the program titles, submit additional schedules as necessary.

Line 20- Enter the total for each of the Column (b)-(e). When additional schedules are prepared for this section, annotate accordingly and show the overall totals on this line.

Section F. Other Budget Information

Line 21 - Use this space to explain amounts for individual direct object class cost categories that may appear to be out of the ordinary or to explain the details as required by the Federal grantor agency.

Line 22- Enter the types of indirect rate (provisional, predetermined, final or fixed) that will be in effect during the funding period, the estimated amount of the base to which the rate is applied, and the total indirect expense.

Line 23- Provide any other explanations or comments deemed necessary.

ASSURANCES – NON-CONSTRUCTION PROGRAMS

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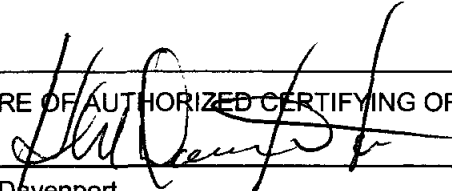
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program, if you have questions, please contact the awarding agency. Further, certain Federal-awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management and completion of the project describe in this application.
2. Will give the awarding agency, the Comptroller General of United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all record, books, paper, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U. U. C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C. F. R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U. S. C. 1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U. S. C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S. C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U. S. C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U S C. 3601 et seq), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (I) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocations Assistance and Real Property Acquisition Policies Act of 1970 (P. L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assistance programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U. S.C. 1501-1508 and 7324-7328) which limit the political activities are funded in whole or in part with Federal Funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U. S. C. 276a to 276a – 7), the Copeland Act (40 U. S. C. 276c and 18 U. S. C. 874), and the Contract Work Hours and Safety Standards Act (40 U. S. C. 327-333), regarding labor standards for federally assisted construction sub agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176 (c) if the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L.93-205).
12. Will comply with the Wild and Scenic: Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 or OMB Circular No. A-133, Audits of Institutions of Higher Learning and other Non-profit Institutions.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL  _____ H. M. Davenport	TITLE County Judge
APPLICANT ORGANIZATION Navarro County Sheriff's Office	DATE SUBMITTED _____

BUDGET INFORMATION – CONSTRUCTION PROGRAMS

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case your will be notified

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Column a-b)
1. Administrative and legal expenses			
2. Land, structures, rights of way, appraisals, etc.			
3. Relocation expenses and payments			
4. Architectural and engineering fees			
5. Other architectural and engineering fees			
6. Project inspection fees			
7. Site work			
8. Demolition and removal			
9. Construction			
10. Equipment			
11. Miscellaneous			
12. SUBTOTAL (sum of lines 1 – 11)			
13. Contingencies			
14. SUBTOTAL			
15. Project (program) income			
16. TOTAL PROJECT COSTS (subtract # 15 from # 14)			

FEDERAL FUNDING

17. Federal assistance requested, calculate as follows (Consult Federal agency for Federal percentage share). Enter resulting Federal share.	Enter eligible costs from line 16c Multiply X _____%	
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INSTRUCTION FOR THE SF 424-C

Public reporting burden for this collection of information is estimated to average 180 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0041), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This sheet is to be used for the following types of applications: (1) "New" (means a new [previous Un-funded] assistance award); (2) "Continuation" (means funding in a succeeding budget which stemmed from a prior agreement to fund); and (3) "Revised" (means any changes in the Federal government's financial obligation or contingent liability from an existing obligation). If there is no change in the award amount there is no need to complete this form. Certain Federal agencies may require only an explanatory letter to the effect minor (no cost) changes. If you have questions please contact the Federal agency.

Column a.- If this is an application for a "New" project, enter the total estimated cost of each of the items listed on lines 1 through 16 (as applicable) under "COST CLASSIFICATIONS."

If this application entails a change to an existing award, enter the eligible amounts approved under the previous award for the items under "COST CLASSIFICATION"

Column b. If this is an application for a "New" project, enter that portion of the cost of each item in Column a. which is not allowable for Federal Assistance. Contact the Federal agency for assistance in determining the allowability of specific costs.

If this application entails a change to an existing award, enter the adjustment [+ or (-)] to the previously approved costs (from column a.) reflected in this application.

Column c. This is the net of line 1 through 16 in columns "a" and "b".

Line 1- Enter estimated amounts needed to cover administrative expenses. Do not include costs which are related to the normal functions of government. Allowable legal costs are generally only those associated with the purchase of land which is allowable for Federal participation and certain services in support of construction of the project.

Line 2 - Enter estimated site and right(s) of way acquisition costs (this includes purchase, lease, and/or easements).

Line 3 - Enter estimated cost related to relocation advisory assistance, replacement housing, and relocation payments to displaced persons and businesses, etc.

Line 4 - Enter estimate basic engineering fees related to construction (this includes start-up services and preparation of project performance work plan).

Line 5 - Enter estimated engineering costs, such as surveys, tests, soil borings, etc.

Line 6 - Enter estimated engineering inspection costs.

Line 7 - Enter estimated costs of site preparation and restoration which are not included in the basic construction contract.

Line 9 - Enter estimated cost of the construction contract.

Line 10 - Enter estimated cost of office, shop, laboratory, safety equipment, etc. to be used at the facility, if such costs are not included in the construction contract.

Line 11 - Enter estimated miscellaneous costs.

Line 12 - Total of items 1 through 11.

Line 13 - Enter estimated contingency costs. (Consult the Federal agency for the percentage of the estimated construction cost to use.)

Line 14 - Enter the total of lines 12 and 13.

Line 15 - Enter estimated program income to be earned during the grant period, e.g. salvaged materials, etc.

Line 16 - Subtract line 15 from line 14.

Line 17 - This block is for the computation of the Federal share. Multiply the total allowable project costs from line 16, column "c" by the Federal percentage share (this may be up to 100 percent; consult Federal agency for Federal percentage share) and enter the product on line 17.

ASSURANCES – CONSTRUCTION PROGRAMS

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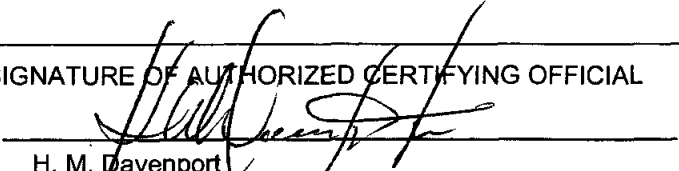
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

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As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regards to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or present the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit system for programs funded under one of the nineteen statutes or regulations specified in appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900 Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment act of 1972 (P.L. 93-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the comprehensive alcohol Abuse and alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient record; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made and (j) the requirements on any other non-discrimination Statute(s) which may apply to the application.

- 11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally assisted programs. These requirements apply to all interest in real property acquired for project purpose regardless of Federal participation in purchases.
- 12. Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- 13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), The contract Work hours and safety Standards Act (40 U. S. C. 327-333) regarding labor standards for federally assisted construction sub-agreements.
- 14. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more
- 15. Will comply with environmental standards which may be prescribe pursuant to the following: (a) institution of environmental quality control measures under the National environmental policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazard in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered species Act of 1973, as amended, (P.L. 93-205).
- 16. Will comply with the wild and scenic rivers act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- 17. Will assist the awarding agency in assuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
- 18. Will cause to be performed the required financial and compliance audits in accordance with the single Audit Act of 1984.
- 19. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL  H. M. Davenport	TITLE County Judge
APPLICANT ORGANIZATION Navarro County Sheriff's Office	DATE SUBMITTED _____

OFFICE OF NATIONAL DRUG CONTROL POLICY

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

Instructions for the certifications

General Requirements

The Office of National Drug Control Policy (ONDCP) is required to obtain from all applicants' certifications regarding federal debt status, debarment and suspension, and a drug free workplace. Applicants requesting monies greater than \$100,000 in grants funds must also certify regarding lobbying activities and may be required to submit a Disclosure of Lobbying Activities" (Standard Form LLL). Institutional applicants are required to certify that they will comply with the nondiscrimination statues and implementing regulations.

Applicants should refer to the regulations cited below to determine the certifications to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of the form provides for compliance with certification requirements under 21 CFR part 1405, "New Restrictions on Lobbying" and 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 Office of National Drug Control Policy determines to award the covered cooperative agreement

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 applicant 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 being 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 MATTER (DIRECT RECIPIENT)

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 applicant 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 o 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.

2. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

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

- A. The applicant 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;
- (d) 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);
 - (e) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

- (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:

- (f) 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 Assistance Center, 8401 Northwest 53rd Terrace, suite 200, Miami, Florida 33166. Notice shall include the identification number of each affected grant;

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

B. The applicant may insert in the space provided below the site(s) for the performance of work done in connection with the specific cooperative agreement:

Place of Performance (street address, city, country, state, zip code)

Navarro County Sheriff's Office

Check if there are workplaces on file that are not identified here.

The regulations provide that a recipient that is a State may elect of make one certification in each Federal fiscal year. A copy of which should be included with each application for ONDCP Funding.

DRUG FREE WORKPLACE (RECIPIENTS WHO ARE INDIVIDUALS)

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

- A. as a condition of the cooperative agreement, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conduction any activity with the grant; and
- B. If convicted of a criminal drug offense resulting form a violation occurring during the conduct of any grant activity, I will report the conviction in writing, within 10 calendar days of the conviction, to: The Assistance Center, 8401 Northwest 53rd Terrace, Suite 208, Miami, Florida 33166.

4. CERTIFICATION REGARDING FEDERAL DEBT STATUS (OMB Circular A-129)

The Applicant 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 NONDISCRIMINATIN STATUTES AND IMPLEMENTING REGULATIONS

The applicant 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 if 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 et 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

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

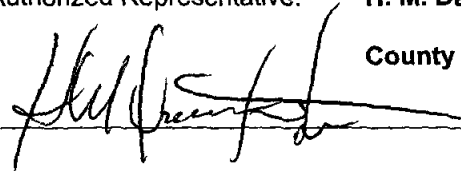
Grantee Name and Address: **Navarro County Sheriff's Office**
300 W 3rd Avenue
Corsicana, TX 75110

Application Number and/or Project Name: **G09NT0001A**

Multiple Initiative(s)

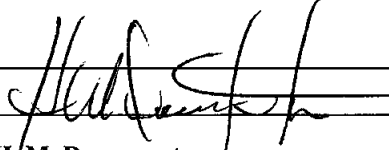
Grantee IRS/Vendor Number: **1756001092A1**

Type Name and Title of Authorized Representative: **H. M. Davenport**
County Judge

5. Signature:  6. Date: _____

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

<p>1. Type of Federal Action:</p> <p><input checked="" type="checkbox"/> b</p> <p>a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action</p> <p><input checked="" type="checkbox"/> b</p> <p>a. bid/offer/application b. Initial award c. post-award</p>	<p>3. Report Type</p> <p><input checked="" type="checkbox"/> a</p> <p>a. Initial filing b. material change</p> <p>For Material Change only Year: _____ Quarter: _____ Date of last report: _____</p>
<p>4. Name and Address of reporting Entity</p> <p><input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:</p> <p>Navarro County Sheriff's Office 300 W 3rd Avenue Corsicana, TX 75110</p> <p>Congressional District, if known</p>	<p>5. If reporting entity in No. 4 is Subawardee, Enter name and address of Prime:</p> <p>Congressional District, if known</p>	
<p>6. Federal Department/Agency:</p> <p>ONDCP</p>	<p>7. Federal Program Name/Description:</p> <p>HIDTA</p>	
<p>8. Federal Action Number, if known</p> <p>G09NT0001A</p>	<p>9. Award Amount, if known</p> <p>\$2,292,457.00</p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI)</p> <p>None</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) last name, first name, MI)</p> <p>None</p>	
(attach Continuation Sheet (s) SF-LLL-A, if necessary)		
<p>11. Amount of Payment (check all that apply):</p> <p>\$ <u>N/A</u> ___ actual ___ planned</p>	<p>13. Type of Payment (check all that apply)</p> <p>___ a. retainer ___ b. one-time fee ___ c. commission ___ d. contingent fee ___ e. deferred ___ f. other; specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p>___ a. cash ___ b. in-kind; specify: nature _____ value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</p> <p style="text-align: center;">HIDTA Related Initiatives</p> <p style="text-align: center;">(attach Continuation Sheet (s) SF-LLL-A, if necessary)</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: ___ Yes <input checked="" type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is requested pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: </p> <p>Print Name: H.M. Davenport</p> <p>Title: County Judge</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only:</p>		<p>Authorized for local reproduction Standard Form - LLL</p>

INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN

NAVARRO COUNTY, TEXAS

AND

NORTH TEXAS HIDTA

AND

Kevin Kelley

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

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

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

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

If to the Contractor:

If to Navarro County: Tim Easley
1st Assistant Auditor, Navarro County
Navarro County Courthouse
300 W. 3rd Avenue
Corsicana, Texas 75110

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

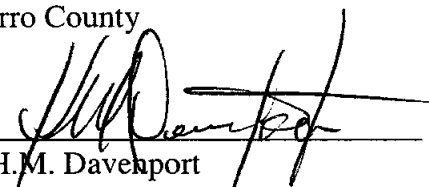
Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

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

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

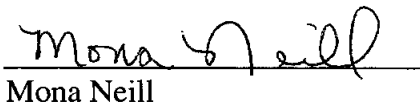
IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year written below. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Navarro County

By: 
H.M. Daveport

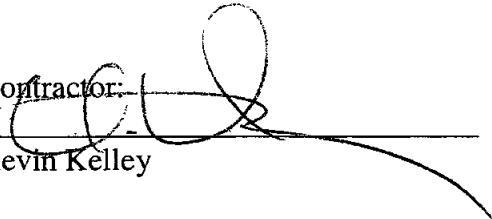
Date: 12-8-08

North Texas HIDTA Director

By: 
Mona Neill

Date: 11/19/08

Contractor:


Kevin Kelley

Date: 11/19/08

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

1. **DUTIES:** The Information Technology Manager will provide the day to day supervision for the contractor and the North Texas HIDTA Director will evaluate the overall performance of the Contractor. The daily duties of the contractor will include but not be limited to:
 - A. Provide daily assistance to the Information Technology Manager with the management of the Local Area Network, Wide Area Network, Virtual Private Network, and Internet Connection through the North Texas HIDTA servers.
 - B. As required, perform routine maintenance with guidance from the Information Technology Manager and emergency operations on Compaq Proliant 6400R, 5500R, 1600R and Gateway 8200R and ALR7200 servers. Also assist in the maintenance of Cisco routers, switches and firewalls. Maintenance and emergency operations will be provided for equipment located at the main North Texas HIDTA office and remote locations as directed. 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 and integrate computer network equipment associated with the North Texas HIDTA.
 - E. Provide, as necessary, daily fault analysis and assistance in the operation of approximately 150 law enforcement user workstations consisting of Gateway, Dell and other PC's. 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 users.
 - F. Provide daily assistance and operation of the network operating system, currently utilizing Novell Netware 5, GroupWise e-mail. Assist Information Technology Manager with necessary upgrades of network and workstation software.

- G. Provide assistance to the Information Technology Manager with fault analysis and implementation of a variety of user software programs at the North Texas HIDTA.
 - H. Must be approved for a Law Enforcement National Security Clearance.
 - I. Additional duties may be assigned at the Discretion of the North Texas HIDTA Director and the Information Technology Manager.
 - J. Working hours will be established by the North Texas HIDTA Director and will generally follow 8:30pm to 5:00pm with 1/2 hour allowed for lunch. Emergency operations that require contractor to provide assistance outside the normal working hours will be counted as compensatory time towards the required workweek not to exceed 40 hours per week.
2. TERM: This engagement shall commence on 1/1/09 and shall continue in full force and effect until December 31, 2009. The Agreement will be reviewed and renewed annually (subject to the contingency set forth below and acceptable performance by the Contractor) or to any changes agreed to in writing by both parties.
3. CONTINGENCY: Notwithstanding anything to the contrary in paragraph 2 above, this Agreement will not be renewed or be effective for any term exceeding the initial Term described above unless Navarro County receives grant funding for North Texas HIDTA for the fiscal year in which the renewal or extended term falls.
4. COMPENSATION:
- a. Wages: Navarro County, upon recommendation of the Director, North Texas HIDTA, shall authorize payment to the Contractor for services provided by the Contractor for the term of this Agreement. Payment will consist of an annual sum equivalent to a GS 11 step 1 on the approved 2009 Federal GS pay scale for the Dallas-Fort Worth locality, plus a 30% allowance for fringe benefits to be paid in equal installments. Overtime will not be authorized.
 - b. Expenses: Contractor will be reimbursed by Navarro County for approved North Texas HIDTA related travel and training, as detailed in the Navarro County Policies and Procedures Guide.
 - c. Time off: Contractor will be entitled to 25 personal days, per year, and all Federal Holidays. Personal days will be reported and tracked by the North Texas HIDTA Director. Personal days not used by December 31st are not eligible to be rolled over at the end of this agreement. Personal days used will be approved in advance. All other time off from regular scheduled workdays will be Leave Without Pay (LWOP) and must be approved in advance.
 - d. Cellular Telephone Allowance: This position will be provided a monthly cellular telephone allowance of \$75 per month. This expense should be added to the contractor's annual compensation and will be paid with other wages and approved expenses.

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

Exhibit B

County Of Navarro, Texas

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

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

General Requirements

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

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

1. LOBBYING

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

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

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

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The contractor certifies that it and its principals:

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

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

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

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

3. DRUG-FREE WORKPLACE

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

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

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

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

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

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

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

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

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

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

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

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

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

4. CERTIFICATION REGARDING FEDERAL DEBT STATUS (OMB Circular

A-i 29)

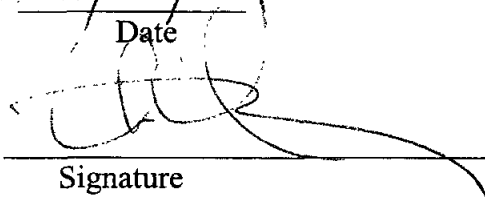
The contractor certifies to the best of its knowledge and belief, that it is not delinquent in the repayment of any federal debt.

5. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

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

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

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

<u>OMNI PROFESSIONAL SERVICES, INC.</u>	<u>11/19/08</u>
Business Name	Date
<u>KEVIN KELLEY</u>	
Printed Name	Signature

INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN

NAVARRO COUNTY, TEXAS

AND

NORTH TEXAS HIDTA

AND

Dan Cauble

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

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

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

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

If to the Contractor:

If to Navarro County: Tim Easley
1st Assistant Auditor, Navarro County
Navarro County Courthouse
300 W. 3rd Avenue
Corsicana, Texas 75110

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

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

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

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

18. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

19. Miscellaneous Provisions:

- a. This Agreement shall not bestow any rights upon any third party but rather shall bind and benefit the Contractor and Navarro County only.
- b. Failure of either party to insist on the strict performance of any of the agreement herein or to exercise any right or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by all appropriate remedies.
- c. The officer executing this Agreement on behalf of the parties hereby confirms that such officers have full authority to execute this Agreement and to bind the party he/she represents.

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

Navarro County

By: [Signature]

H.M. Davenport

Date: 12-8-08

North Texas HIDTA Director

By: [Signature]

Mona Neill

Date: 11/19/08

Contractor: [Signature]

Dan Cauble

Date: 11/19/08

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

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

2. Prepare classroom for all classes including providing name placards for all students
 3. Facilitate instructors in using classroom equipment including podium computer, overhead power point projector and all other audio/visual equipment.
 4. Coordinating refreshments for students including coffee.
- I. Must be approved for a Law Enforcement National Security Clearance.
 - J. Additional related duties may be assigned at the Discretion of the North Texas HIDTA Director.
 - K. Working hours will be coordinated between the contractor and the North Texas HIDTA Director and will generally fall within the time frame of 7:30am to 5:00pm or as needed by specific training requirements.
2. TERM: This engagement shall commence on 1/1/2009 and shall continue in full force and effect until December 31, 2009.
 3. CONTINGENCY: Notwithstanding anything to the contrary in paragraph 2 above, this Agreement will not be renewed or be effective for any term exceeding the initial Term described above unless Navarro County receives grant funding for North Texas HIDTA for the fiscal year in which the renewal or extended term falls.
 4. COMPENSATION:
 - a. Wages: Navarro County, upon recommendation of the Director, North Texas HIDTA, shall authorize payment to the Contractor for services provided by the Contractor for the term of this Agreement. Payment will consist of an hourly rate of \$17.13 not to exceed 20 hours per week, unless authorized by the North Texas HIDTA Director, and not to exceed a total of \$17,815 which is based on the amount equivalent to a GS 5 step 4 of the Federal pay scale for the Dallas-Fort Worth area. This contract will also include an approved phone allowance of \$40/month over the term of this Agreement. Overtime will not be authorized. Payments will be made once monthly, by submission of letterhead invoice to Navarro County.
 - b. Expenses: Contractor will be reimbursed by Navarro County for approved North Texas HIDTA related travel and training, as detailed in the Navarro County Policies and Procedures Guide.
 - c. Time off: Contractor will only be paid for the hours worked. This schedule will be approved in advance.
 - d. Cellular Telephone Allowance: This position will be provided a monthly cellular telephone allowance of \$40 per month. This expense should be added to the contractor's annual compensation and will be paid with other wages and approved expenses.
 5. RESPONSIBILITIES OF NAVARRO COUNTY: As the fiscal agent for the North Texas HIDTA, Navarro County has been designated by the NT HIDTA Executive Board to administer the cooperative agreement contract between ONDCP by

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

Exhibit B

County Of Navarro, Texas

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

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

General Requirements

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

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

1. LOBBYING

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

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

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The contractor certifies that it and its principals:

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

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

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

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

3. DRUG-FREE WORKPLACE

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

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

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

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

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

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

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

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

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

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

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

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

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

4. CERTIFICATION REGARDING FEDERAL DEBT STATUS (OMB Circular

A-i 29)

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

5. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

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

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

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

DANNIE P. CAUBLE

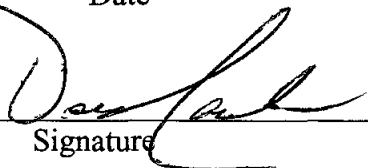
Business Name

11/19/02

Date

DANNIE P. CAUBLE

Printed Name


Signature