

NAVARRO COUNTY COMMISSIONER'S COURT

A SPECIAL MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON MONDAY, 26TH DAY OF JANUARY, 2009 AT 10:00 A.M., IN THE NAVARRO COUNTY COURTHOUSE, CORSICANA, TEXAS. PRESIDING JUDGE H.M. DAVENPORT, COMMISSIONERS PRESENT KIT HERRINGTON, FAITH HOLT, DAVID WARREN, AND JAMES OLSEN.

1. 10:00 A.M. MOTION TO CONVENE BY HERRINGTON SEC BY OLSEN  
ALL VOTED AYE MOTION CARRIED
2. PRAYER BY HERRINGTON
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENTS- NO COMMENTS

**CONSENT AGENDA**

MOTION TO APPROVE ITEM 5 BY HOLT SEC BY HERRINGTON  
ALL VOTED AYE MOTION CARRIED

5. MOTION TO APPROVE THE MINUTES FROM THE PREVIOUS MEETING OF JANUARY 12TH, 2009

**REGULAR AGENDA ITEMS**

6. MOTION TO APPROVE PROPOSED CROSSING CLOSURE CORRIDOR WITH BNSF RAILWAY AND TX DOT BY JUDGE DAVENPORT SEC BY WARREN  
ALL VOTED AYE MOTION CARRIED
7. MOTION TO APPROVE AGREEMENT WITH TX DOT OF INSTALLATION OF RAILROAD WARNING SIGNALS AND GATES AT CR#SE2040 @ BNSF RAILROAD BY WARREN SEC BY OLSEN  
ALL VOTED AYE MOTION CARRIED **TO WIT PG 444-456**
8. MOTION TO APPROVE TREASURER'S REPORT FROM RUBY COKER BY HERRINGTON SEC BY WARREN  
ALL VOTED AYE MOTION CARRIED **TO WIT PG 457**
9. MOTION TO APPROVE BUDGET AMENDMENT TO COVER DISTRICT JUDGE'S COURT REPORTER SALARY BY HOLT SEC BY HERRINGTON  
ALL VOTED AYE MOTION CARRIED **TO WIT PG 458**

- 10. MOTION TO APPROVE CERTIFYING ADDITIONAL REVENUE PURSUANT TO LOCAL GOVERNMENT CODE 111.0708 (\$174,817.40) BY HERRINGTON SEC BY WARREN TO WIT PG 459  
ALL VOTED AYE MOTION CARRIED
- 11. MOTION TO APPROVE SPECIAL BUDGET AMENDMENT IN ACCORDANCE WITH LOCAL GOVERNMENT CODE 111.0709 BY WARREN SEC BY HERRINGTON TO WIT PG 460  
ALL VOTED AYE MOTION CARRIED
- 12. MOTION TO APPROVE AND PAY BILLS AS SUBMITTED BY THE COUNTY AUDITOR BY HERRINGTON SEC BY HOLT  
ALL VOTED AYE MOTION CARRIED
- 13. MOTION TO APPROVE AMENDED ENGAGEMENT LETTER FROM PATTILLO, BROWN, & HILL L.L.P. TO AUDIT AND PREPARE THE FINANCIAL STATEMENTS FOR NAVARRO COUNTY'S FISCAL YEAR ENDING SEPTEMBER 30, 2008 BY HERRINGTON SEC BY HOLT  
ALL VOTED AYE MOTION CARRIED TO WIT PG 461-466
- 14. MOTION TO APPROVE HIGH INTENSITY DRUG TRAFFICKING AREA 2009 GRANT G09NT0001A AWARD ACCEPTANCE BY OLSEN SEC BY WARREN TO WIT PG 467-473  
ALL VOTED AYE MOTION CARRIED
- 15. MOTION TO ADJOURN BY HOLT SEC BY HERRINGTON  
ALL VOTED AYE MOTION CARRIED

THESE MINUTES ARE HEREBY APPROVED THIS 9 DAY OF FEBRUARY 2009.

JUDGE HM DAVENPORT

COMR.PCT.1 KIT HERRINGTON

COMR.PCT.2 FAITH HOLT

COMR.PCT.3 DAVID "BUTCH" WARREN

COMR.PCT.4 JAMES OLSEN

*[Handwritten signatures over lines]*

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR JANUARY 26, 2009.

SIGNED 9 DAY OF FEBRUARY 2009.

Sherry Dowd  
SHERRY DOWD, COUNTY CLERK



[COUNTY ORIGINAL COPY]

AGREEMENT  
RAILROAD HIGHWAY GRADE CROSSING CLOSURE  
COUNTY ROAD SE1037/HORN STREET GRADE CROSSING  
DOT NO. 597214S, RAILROAD MILEPOST 231.25  
IN NAVARRO, TEXAS IN NAVARRO COUNTY

THIS AGREEMENT, made and entered into by and between the BNSF RAILWAY COMPANY, hereinafter referred to as the "Railroad", and the COUNTY OF NAVARRO, TEXAS, hereinafter referred to as the "County".

WITNESSETH:

WHEREAS, elimination of a grade crossing by closing the road includes the abandonment and permanent vacating of roadway right-of-way across the railroad right-of-way, and

WHEREAS, the Railroad agrees to pay the County Forty Thousand dollars and no cents (\$40,00.00) for eliminating crossing DOT No. 597214S by closing the road, and

WHEREAS, the County in cooperation with the Railroad will permanently close the County Road SE1037/Horn Street grade crossing DOT No. 597214S, and

WHEREAS, the County will remove both roadway approaches, re-establish the natural ditch lines, and install the appropriate end-of-road treatment at the CR SE1037/Horn Street crossing located at Railroad milepost 231.25, and

WHEREAS, the Railroad will remove the railroad crossing surfaces and warning devices.

NOW THEREFORE, in consideration of these facts, the parties hereto agree as follows:

SECTION 1: County after having executed this agreement, and after taking all actions necessary to permanently close and vacate the County Road SE1037/Horn Street Public Crossing DOT No. 597214S and easement across the Railroad's property, and after removing both roadway approaches and installing the appropriate end-of-road treatment – no closer than 50 feet to nearest rail, will submit a statement (including County's Tax ID #) in the amount of Forty Thousand dollars and no cents (\$40,000.00) to the Railroad. County should contact BNSF Roadmaster Todd Anderson at 254-739-2851 or cell # 254-228-7631 in advance of removing roadway approaches to coordinate scheduling of work next to tracks.

SECTION 2: The Railroad hereby agrees to pay the County the sum of Forty Thousand dollars and no cents (\$40,000.00), upon the receipt of the above mentioned statement.

SECTION 3: The Railroad further agrees to remove to remove the railroad

crossing surfaces and crossbuck signs that currently exist on the Railroad's right-of-way, upon the receipt of the above mentioned statement.

SECTION 4: The County agrees to own and maintain their end-of-road treatment.

SECTION 5: The County agrees, by the above consideration received that this crossing will remain closed and will not be re-opened by the County.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as the dates below indicated.

EXECUTED by the Railroad this 2<sup>nd</sup> day of February, 2009

BNSF RAILWAY COMPANY

By: [Signature]  
Timothy J. Huya, Manager Public Projects

Title: Manager Public Projects

EXECUTED by the County this 26 day of January, 2009

COUNTY OF NAVARRO

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

WITNESS: [Signature]  
County Clerk



NAVARRO COUNTY  
300 West 3<sup>rd</sup> Avenue  
Corsicana, Texas 75110

RESOLUTION NO. 2009-01

A RESOLUTION CALLING FOR THE CLOSING OF THE RAILROAD CROSSING  
LOCATED ON COUNTY ROAD SE1037/HORN STREET (DOT NO. 597214S)  
RAILROAD MILEPOST 231.25  
IN NAVARRO  
IN NAVARRO COUNTY, TEXAS

WHEREAS, the BNSF Railway Company, the Texas Department of Transportation, and Navarro County, Texas have joined together to consolidate redundant and unnecessary street/railroad crossings; and

WHEREAS, Navarro County met in regular session on January 26, 2009 and there discussed and approved the railroad crossing closure at County Road SE1037/Horn Street in the County Limits;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE COMMISSIONERS COURT OF NAVARRO COUNTY, TEXAS, that the County Road SE1037/Horn Street (DOT No. 597214S) crossing be permanently closed to vehicular traffic and vacated at the time the County removes both roadway approaches and re-establishes the natural ditch-lines or other appropriate end-of-road treatment.

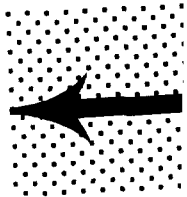
In exchange for the crossing closure, BNSF will provide a \$40,000 donation to the County and cost-share with TXDOT to install mast flashing lights and gates at County Road SE1090 under a separate agreement.

Passed and approved the 26 DAY OF January, 2009.



H. M. Davenport  
H. M. Davenport, County Judge

ATTEST: Sherry Doud



**RAILROAD ORIGINAL COPY**

**AGREEMENT  
RAILROAD HIGHWAY GRADE CROSSING CLOSURE  
COUNTY ROAD SE1037/HORN STREET GRADE CROSSING  
DOT NO. 597214S, RAILROAD MILEPOST 231.25  
IN NAVARRO, TEXAS IN NAVARRO COUNTY**

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WHEREAS, the Railroad agrees to pay the County Forty Thousand dollars and no cents (\$40,00.00) for eliminating crossing DOT No. 597214S by closing the road, and

WHEREAS, the County in cooperation with the Railroad will permanently close the County Road SE1037/Horn Street grade crossing DOT No. 597214S, and

WHEREAS, the County will remove both roadway approaches, re-establish the natural ditch lines, and install the appropriate end-of-road treatment at the CR SE1037/Horn Street crossing located at Railroad milepost 231.25, and

WHEREAS, the Railroad will remove the railroad crossing surfaces and warning devices.

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EXECUTED by the Railroad this 2<sup>nd</sup> day of February, 2009

BNSF RAILWAY COMPANY

By: [Signature]  
Timothy J. Huya, Manager Public Projects

Title: Manager Public Projects

EXECUTED by the County this 26 day of January, 2009

COUNTY OF NAVARRO

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

WITNESS: [Signature]  
County Clerk





449

NAVARRO COUNTY  
300 West 3<sup>rd</sup> Avenue  
Corsicana, Texas 75110

RESOLUTION NO. 2009-02

A RESOLUTION CALLING FOR THE CLOSING OF THE RAILROAD CROSSING  
LOCATED ON COUNTY ROAD SE2020 (DOT NO. 597217M)  
RAILROAD MILEPOST 233.46  
NORTH OF NAVARRO  
IN NAVARRO COUNTY, TEXAS

WHEREAS, the BNSF Railway Company, the Texas Department of Transportation, and Navarro County, Texas have joined together to consolidate redundant and unnecessary street/railroad crossings; and

WHEREAS, Navarro County met in regular session on January 26, 2009 and there discussed and approved the railroad crossing closure at County Road SE2020 in the County Limits;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE COMMISSIONERS COURT OF NAVARRO COUNTY, TEXAS, that the County Road SE2020 (DOT No. 597217M) crossing be permanently closed to vehicular traffic and vacated at the time the County removes both roadway approaches and re-establishes the natural ditch-lines or other appropriate end-of-road treatment.

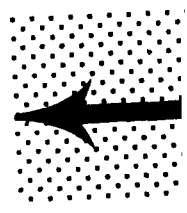
In exchange for the crossing closure, BNSF will provide a \$40,000 donation to the County and cost-share with TXDOT to install mast flashing lights and gates at County Road SE2040 under a separate agreement.

Passed and approved the 26 DAY OF January, 2009.



H. M. Davenport  
H. M. Davenport, County Judge

ATTEST: Sherry Dawd



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[COUNTY ORIGINAL COPY]

AGREEMENT  
RAILROAD HIGHWAY GRADE CROSSING CLOSURE  
COUNTY ROAD SE2020 GRADE CROSSING  
DOT NO. 597217M, RAILROAD MILEPOST 233.46  
NORTH OF NAVARRO, TEXAS IN NAVARRO COUNTY

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WITNESSETH:

WHEREAS, elimination of a grade crossing by closing the road includes the abandonment and permanent vacating of roadway right-of-way across the railroad right-of-way, and

WHEREAS, the Railroad agrees to pay the County Forty Thousand dollars and no cents (\$40,00.00) for eliminating crossing DOT No. 597217M by closing the road, and

WHEREAS, the County in cooperation with the Railroad will permanently close the County Road SE2020 grade crossing DOT No. 597217M, and

WHEREAS, the County will remove both roadway approaches, re-establish the natural ditch lines, and install the appropriate end-of-road treatment at the CR SE2020 crossing located at Railroad milepost 233.46, and

WHEREAS, the Railroad will remove the railroad crossing surfaces and warning devices.

NOW THEREFORE, in consideration of these facts, the parties hereto agree as follows:

SECTION 1: County after having executed this agreement, and after taking all actions necessary to permanently close and vacate the County Road SE2020 Public Crossing DOT No. 597217M and easement across the Railroad's property, and after removing both roadway approaches and installing the appropriate end-of-road treatment – no closer than 50 feet to nearest rail, will submit a statement (including County's Tax ID #) in the amount of Forty Thousand dollars and no cents (\$40,000.00) to the Railroad. County should contact BNSF Roadmaster Todd Anderson at 254-739-2851 or cell # 254-228-7631 in advance of removing roadway approaches to coordinate scheduling of work next to tracks.

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Timothy J. Huya, Manager Public Projects

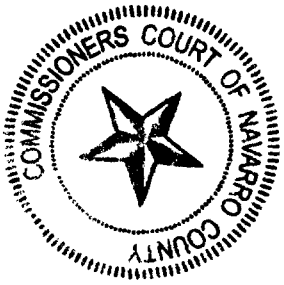
Title: Manager Public Projects

EXECUTED by the County this 26 day of January, 2009

COUNTY OF NAVARRO

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

WITNESS: [Signature]  
County Clerk



NAVARRO COUNTY  
300 West 3<sup>rd</sup> Avenue  
Corsicana, Texas 75110

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RAILROAD MILEPOST 233.46  
NORTH OF NAVARRO  
IN NAVARRO COUNTY, TEXAS

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WHEREAS, Navarro County met in regular session on January 26, 2009 and there discussed and approved the railroad crossing closure at County Road SE2020 in the County Limits;

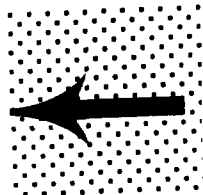
NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE COMMISSIONERS COURT OF NAVARRO COUNTY, TEXAS, that the County Road SE2020 (DOT No. 597217M) crossing be permanently closed to vehicular traffic and vacated at the time the County removes both roadway approaches and re-establishes the natural ditch-lines or other appropriate end-of-road treatment.

In exchange for the crossing closure, BNSF will provide a \$40,000 donation to the County and cost-share with TXDOT to install mast flashing lights and gates at County Road SE2040 under a separate agreement.

Passed and approved the 26 DAY OF January, 2009.



H. M. Davenport  
H. M. Davenport, County Judge



ATTEST: Sherry D. [Signature]

[RAILROAD ORIGINAL COPY]

AGREEMENT  
RAILROAD HIGHWAY GRADE CROSSING CLOSURE  
COUNTY ROAD SE2020 GRADE CROSSING  
DOT NO. 597217M, RAILROAD MILEPOST 233.46  
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EXECUTED by the Railroad this 2<sup>nd</sup> day of February, 2009

BNSF RAILWAY COMPANY

By: [Signature]  
Timothy J. Huya, Manager Public Projects

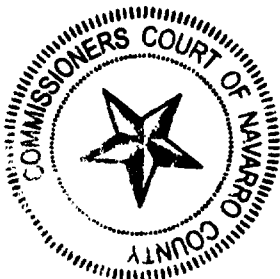
Title: Manager Public Projects

EXECUTED by the County this 26 day of January, 2009

COUNTY OF NAVARRO

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

WITNESS: [Signature]  
County Clerk



455

NAVARRO COUNTY  
300 West 3<sup>rd</sup> Avenue  
Corsicana, Texas 75110

RESOLUTION NO. 2009-01

A RESOLUTION CALLING FOR THE CLOSING OF THE RAILROAD CROSSING  
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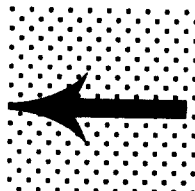
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Passed and approved the 26 DAY OF January, 2009.



H. M. Davenport  
H. M. Davenport, County Judge



ATTEST: Sherry Dewd

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	LAYOUT SHEET
3	GENERAL NOTES
4	SIGNING & STRIPING LAYOUT
5	WIRING DIAGRAM (DESIGNED AND FURNISHED BY RAILROAD)
6	RCSS-98
7	RCPM-96
8	TSR (5)-03

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DEPARTMENT OF TRANSPORTATION

PLANS OF PROPOSED  
STATE HIGHWAY IMPROVEMENT

PROJECT NO: STP 2008 (858) FRS

CSJ NO: 0918-18-116

CR# SE 2040

N. OF NAVARRO, TEXAS

INSTALL GRADE CROSSING WARNING DEVICES

NAVARRO COUNTY - DOT# 597216F

BNSF RAILROAD

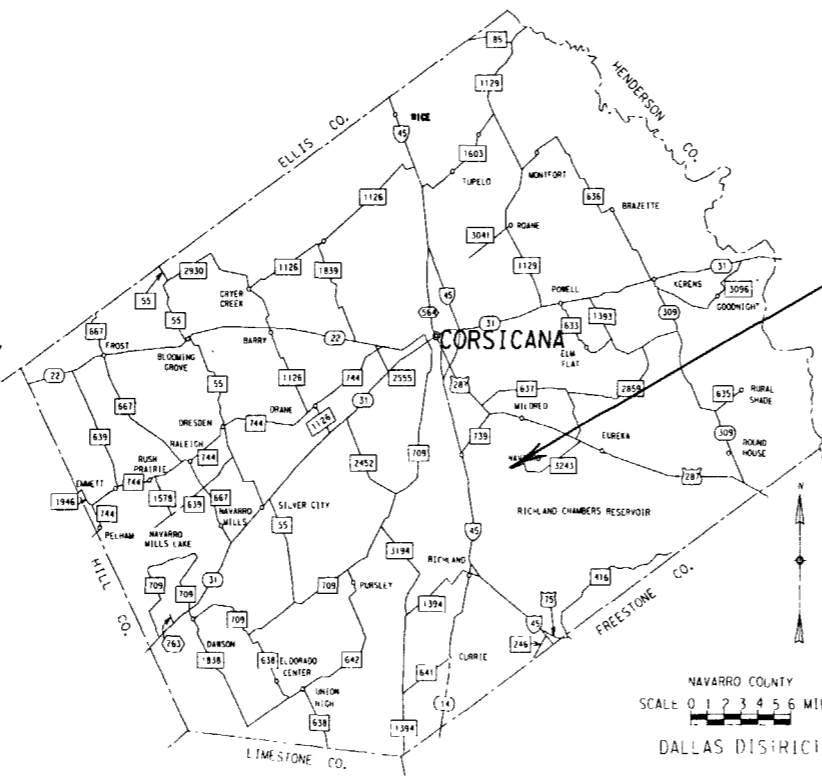
CHECK	CONTROL	SECTION	JOB
	0918	18	116



THE STANDARD SHEETS SPECIFICALLY IDENTIFIED ABOVE HAVE BEEN SELECTED BY ME OR UNDER MY RESPONSIBLE SUPERVISION AS BEING APPLICABLE TO THIS PROJECT.

*Andrew Oberlander*  
ANDREW R. OBERLANDER, P.E.

Jan 13, 2009  
DATE



PROJECT LOCATION  
N NAVARRO, TEXAS  
CR# SE 2040 @ BNSF RR  
DOT# 597216F - RRMP# 233.03

NOTE:  
THE RAILROAD COMPANY SHALL ERECT AND MAINTAIN SUCH BARRICADES AND WARNING SIGNS OR USE SUCH PRECAUTIONS AS MIGHT BE NECESSARY IN THE OPINION OF THE TxDOT ENGINEER TO INSURE AND SAFEGUARD THE NORMAL USE OF THE HIGHWAY DURING THE INSTALLATION OF THE PROJECT.

ASSOCIATION OF AMERICAN RAILROADS SIGNAL SECTION SPECIFICATIONS SHALL GOVERN ON THIS PROJECT.

THESE PLANS WERE DEVELOPED BY THE DIAGNOSTIC TEAM IN ACCORDANCE WITH THE TERMS OF THE STATE-RAILROAD AGREEMENT AND ARE HEREBY AUTHORIZED FOR CONSTRUCTION.

**SIGN  
HERE**

TEXAS DEPARTMENT OF TRANSPORTATION

CORRECT: [ ] 2009  
[ ] P.E.  
DIRECTOR OF TRANSPORTATION OPERATIONS

APPROVED: 1-26 2009  
*[Signature]*  
P.E.  
NAVARRO COUNTY

RECOMMENDED FOR APPROVAL: [ ] 2009  
[ ] P.E.  
DISTRICT ENGINEER

APPROVED FOR CONSTRUCTION: [ ] 2009  
[ ] P.E.  
DIRECTOR, TRAFFIC OPERATIONS DIVISION

NAVARRO COUNTY  
SCALE 0 1 2 3 4 5 6 MILES  
DALLAS DISTRICT



AFFIDAVIT SUBMITTED BY  
RUBY COKER  
NAVARRO COUNTY TREASURER

STATE OF TEXAS

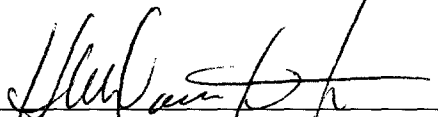
COUNTY OF NAVARRO


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

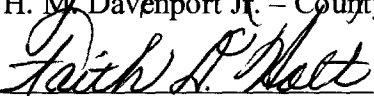
I, Ruby Coker, the Navarro County Treasurer, on this 26th day of January, 2009 present to the Navarro County Commissioners Court the Monthly Financial Report for the month ending on December 31, 2008 for the court to review and approve. According to the report, Navarro County had cash on hand in the amount of \$1,184,984.59. Also, other assets totaling \$4,766,165.42 are being held by the Treasurer's office. The total interest for all accounts for the month of December, 2008 was \$8,403.36. The total disbursements for the month of December, 2008 were \$2,423,324.73. This report is in compliance with section 114.026 of the Local Government Code, so therefore we hereby execute this affidavit for publication.

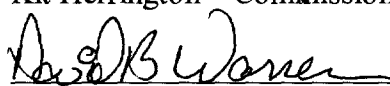
With this signed affidavit, We the Commissioners Court, state that the requirements of Subsection (C) have been met with the examination of this report.

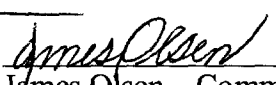
Signed and executed this 26th day of January, 2009.

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

  
\_\_\_\_\_  
Kit Herrington - Commissioner Pct 1

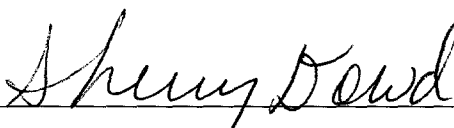
  
\_\_\_\_\_  
Faith Holt - Commissioner Pct 2

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

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

SWORN AND SUBSCRIBED TO BEFORE ME, this 26th day of January, 2009 by H. M. Davenport, Jr., Kit Herrington, Faith Holt, David Warren, and James Olsen, in their official capacities as the members of the Navarro County Commissioners Court.



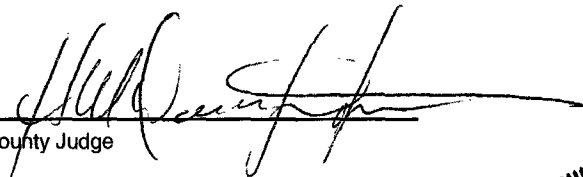
  
\_\_\_\_\_  
Sherry Dowd - Navarro County Clerk

NAVARRO COUNTY, TEXAS  
 BUDGET AMENDMENT  
 SUBMITTED FOR APPROVAL JANUARY 12, 2009

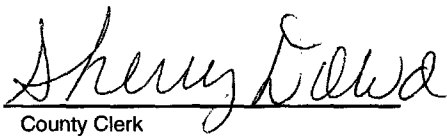
In accordance with Section 111.010 (c) of the *Texas Local Government Code* the following amendment to the 2009 Operating Budget are submitted for your consideration and approval:

DEPARTMENT	CATEGORY	AMOUNT	REMARKS
<u>General Fund</u>			
101-435-411	Court Appointed Attorney	6,000.00	
101-435-104	Court Reporter	-	To Provide additional funding for Court Reporter Position due to transition
101-435-201	Social Security(FICA)	-	
101-435-202	Medicare	-	
101-435-203	Retirement	-	
101-435-204	Group Medcial Insurance	-	
101-435-205	Unemployment	-	
101-435-206	Workers' Compensation	-	
	Net Budget Adjustment	\$ -	

APPROVED this 26th day of January, 2009

  
 County Judge

ATTEST:

  
 County Clerk



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**NAVARRO COUNTY AUDITOR'S OFFICE**

**Tim Easley**, First-Assistant  
**Terri Gillen**, Assistant  
**Jeannie Keeney**, Assistant  
**Ann Tanner**, Assistant  
**Julie Wing**, Assistant

300 West Third Avenue, Suite 10  
Corsicana, TX 75110-4672

Phone: (903) 654-3095

e-mail: [teasley@navarrocounty.org](mailto:teasley@navarrocounty.org)

Fax: (903) 654-3097

January 21, 2009

To: H. M. Davenport, County Judge  
Kit Herrington, Commissioner Pct 1  
Faith Holt, Commissioner Pct 2  
David Warren, Commissioner Pct 3  
James Olsen, Commissioner Pct 4

RE: Certification of additional Revenue

Judge and Commissioners,

Pursuant to Local Government Code 111.0706- Special Budget for Grant or Aid Money  
111.0707- Special Budget for Revenue from Intergovernmental Contracts  
111.0708- Special Budget for Revenue Received After Start of Fiscal Year

"The county auditor....shall certify to the commissioners court the receipt of All public or private grant aid money, or all revenue from intergovernmental contracts or, Revenue from a new source not anticipated before the adoption of the budget that is available for disbursement in a fiscal year, but not include in the budget for that fiscal year."

On certification, the court shall adopt a special budget for the limited purpose of spending the revenue from intergovernmental contracts for its intended purpose."

I, Tim Easley, First Assistant County Auditor of Navarro County CERTIFY to the Navarro County Commissioners Court of the receipt of ADDITIONAL REVENUES from -public or private aid money- intergovernmental contracts- new source not anticipated before the adoption of the budget- which was not included in the Navarro County Revenue Estimates in the adopted budget for 2008 – 2009. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

**The amount and source of the certified additional funds are as follows-**

**Amount: \$ 174,817.40      Source: State of Texas, Texas Department of Transportation**

Sincerely,

Tim Easley  
First Assistant County Auditor, Navarro County

**SPECIAL BUDGET**

**FROM REVENUE RECEIVED AFTER THE START OF THE FISCAL YEAR  
LOCAL GOVERNMENT CODE 111.0707**

**REQUESTED EXPENDITURE INCREASE**

<b>Fund- Department – Account</b>	<b>Description</b>	<b>Current Budget</b>	<b>Requested Increase</b>	<b>Amended Budget</b>
213-333-060	State of Texas – TXDOT	\$ -0-	\$ 174,817.40	\$ 174,817.40
213-613-585	Capital Improvement	-0-	174,817.40	174,817.40

**STATEMENT OF NEED:** This budget adjustment is needed to pay H. A. Pair for the Construction of Road. Funding was provided by the Texas Department of Transportation. This project was not included in the FY 2009 budget.

**Submitted by:**

*David Warren*

David Warren  
Commissioner Precinct 3

**Revenue Certified by:**

*Tim Easley*

Tim Easley  
1st Assistant County Auditor

**Approved by Commissioners Court:**

*H. M. Davenport Jr.*

H. M. Davenport Jr.  
Navarro County Judge

**Date:** \_\_\_\_\_

**Date:** 1-23-09

**Date:** \_\_\_\_\_

*Sherry Dowd  
County Clerk*





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

January 12, 2009

Navarro County  
Attention: Tim Easley  
300 W. Third Avenue, Suite 10  
Corsicana, Texas 75110-4672

Ladies and Gentlemen:

We are pleased to confirm our understanding of the services we are to provide Navarro County for the year ended September 30, 2008. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements, of Navarro County as of and for the year ended September 30, 2008. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to accompany Navarro County's basic financial statements. As part of our engagement, we will apply certain limited procedures to Navarro County's RSI. These limited procedures will consist principally of inquiries of management regarding the methods of measurement and presentation, which management is responsible for affirming to us in its representation letter. Unless we encounter problems with the presentation of the RSI or with procedures relating to it, we will disclaim an opinion on it. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.

Supplementary information other than RSI also accompanies Navarro County's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and will provide an opinion on it in relation to the basic financial statements:

- 1) Schedule of expenditures of federal awards.
- 2) Combining and individual non-major fund financial statements and schedules.

The following additional information accompanying the basic financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will disclaim an opinion.

- 1) Introductory section.
- 2) Statistical section.

## Audit Objectives

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

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

The reports on internal control and compliance will each include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with generally accepted auditing standards established by the Auditing Standards Board (United States); the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinions on the financial statements or the Single Audit compliance opinions are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

## Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will prepare a draft of your financial statements, schedule of expenditures of federal awards, and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any non-audit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of Navarro County and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for federal award program compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

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

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

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

#### **Audit Procedures—General**

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

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors' is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

#### **Audit Procedures—Internal Controls**

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

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

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



**Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Navarro County's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

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

**Audit Administration, Fees, and Other**

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

At the conclusion of the engagement, we will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. We will provide copies of our reports to the County; however, it is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits. At the conclusion of the engagement, we will provide information to management as to where the reporting packages should be submitted and the number to submit.

The audit documentation for this engagement is the property of Pattillo, Brown & Hill, L.L.P. and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a federal agency providing direct or indirect funding or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Pattillo, Brown & Hill, L.L.P. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

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

Paula Lowe is the engagement partner and is responsible for supervising the engagement and signing the report. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$26,000 for audit services and \$4,000 for drafting the Comprehensive Annual Financial Report (CAFR). Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2007 peer review letter of comment accompanies this letter.

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

Very truly yours,  
Pattillo, Brown & Hill, L.L.P.

*Paula Lowe*  
Paula Lowe, CPA

PS/ar

**RESPONSE:**

This letter correctly sets forth the understanding of Navarro County.

By: *[Signature]*

Title: Navarro County Judge

Date: 1-26-09

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# EUBANK & BETTS

A Professional Limited Liability Company  
CERTIFIED PUBLIC ACCOUNTANTS  
3820 I-55 North, Suite 100 (39211) P.O. Box 16090  
Jackson, Mississippi 39236-6090  
Telephone 601-987-4300 Fax 601-987-4314  
E-mail: firm@eubankbetts.com  
Website: www.eubankbetts.com

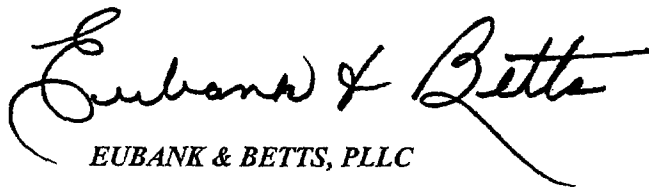
November 15, 2007

*To the Partners of  
Pattillo, Brown & Hill, LLP  
and the Center for Public Company Audit Firms Peer Review Committee*

We have reviewed the system of quality control for the accounting and auditing practice of **Pattillo, Brown & Hill, LLP** (the firm) applicable to non-SEC issuers in effect for the year ended May 31, 2007. The firm's accounting and auditing practice applicable to SEC issuers was not reviewed by us since the Public Company Accounting Oversight Board (PCAOB) is responsible for inspecting that portion of the firm's accounting and auditing practice in accordance with PCAOB requirements. A system of quality control encompasses the firm's organizational structure and the policies adopted and procedures established to provide it with reasonable assurance of complying with professional standards. The elements of quality control are described in the Statements on Quality Control Standards issued by the American Institute of Certified Public Accountants (the AICPA). The design of the system, and compliance with it, are the responsibilities of the firm. Our responsibility is to express an opinion on the design of the system, and the firm's compliance with that system based on our review.

Our review was conducted in accordance with standards established by the Peer Review Committee of the Center for Public Company Audit Firms and included procedures to plan and perform the review that are summarized in the attached description of the peer review process. Our review would not necessarily disclose all weaknesses in the system of quality control or all instances of lack of compliance with it since it was based on selective tests. Because there are inherent limitations in the effectiveness of any system of quality control, departures from the system may occur and not be detected. Also, projection of any evaluation of a system of quality control to future periods is subject to the risk that the system of quality control may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the system of quality control for the accounting and auditing practice applicable to the non-SEC issuers of **Pattillo, Brown & Hill, LLP**, in effect for the year ended May 31, 2007, has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA, and was complied with during the year then ended to provide the firm with reasonable assurance of complying with applicable professional standards.



EUBANK & BETTS, PLLC



**EXECUTIVE OFFICE OF THE PRESIDENT  
OFFICE OF NATIONAL DRUG CONTROL POLICY  
Washington, D.C. 20503**

January 1, 2009

County Judge H. M. Davenport  
Navarro County Sheriff's Office  
300 W 3rd Avenue  
Corsicana, TX 75110

Dear County Judge Davenport:

We are pleased to inform you that your request for funding from the High Intensity Drug Trafficking Areas (HIDTA) Program has been approved, and a grant (Grant Number G09NT0001A) has been awarded in the amount of \$985,757.00. This grant will support initiatives designed to implement the Strategy proposed by the Executive Board of the North Texas High Intensity Drug Trafficking Area (HIDTA) and approved by the Office of National Drug Control Policy (ONDCP).

The original and one copy of the Grant Agreement, including certain Special Conditions, are enclosed. By accepting this grant, you assume the administrative and financial responsibilities outlined in the enclosed Grant Conditions, including the timely submission of all financial and programmatic reports, the resolution of audit findings, and the maintenance of a minimum level of cash-on-hand. Should your organization not adhere to these terms and conditions, ONDCP may terminate the grant for cause or take other administrative action.

If you accept this award, please sign both the Grant Agreement and the Grant Conditions and return a copy with an original signature to:

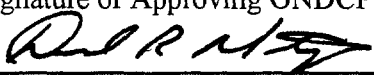
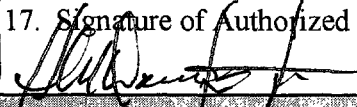
Finance Unit  
National HIDTA Assistance Center  
11200 NW 20<sup>th</sup> Street, Suite 100  
Miami, FL 33172  
(305) 715-7600

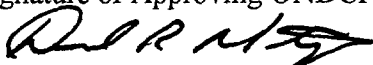
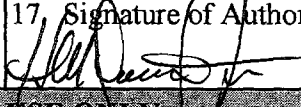
Please keep the original copy of the Grant Agreement and Grant Conditions for your file. If you have any questions pertaining to this grant award, please contact David Cheatham at (202) 395-6790.

Sincerely,

David R. Murtaugh  
Acting Deputy Director  
Office of State, Local and Tribal Affairs

Enclosure

<b>Executive Office of the President Office of National Drug Control Policy</b>		Page 1 of 4 <b>Grant Agreement</b>	
1. Recipient Name and Address County Judge H. M. Davenport Navarro County Sheriff's Office 300 W 3rd Avenue Corsicana, TX 75110		4. Award Number: G09NT0001A	
		5. Grant Period: From 01/01/09 to 12/31/10	
1A. Recipient IRS/Vendor No.: 1756001092A1		6. Date: 01/01/2009	7. Action <input checked="" type="checkbox"/> Initial <input type="checkbox"/> Supplemental
Subrecipient Name and Address		8. Supplement Number	
2A. Subrecipient IRS/Vendor No.:		9. Previous Award Amount:	
3. Project Title Multiple Initiatives		10. Amount of This Award:	\$985,757.00
		11. Total Award:	\$985,757.00
12. Special Conditions (check, if applicable)			
<input checked="" type="checkbox"/> The above Grant is approved subject to such conditions or limitations as are set forth on the attached 3 pages.			
<input checked="" type="checkbox"/> Consistent with Pub.L. 110-329, the Consolidated Security, Disaster Assistance, and Continuing Appropriations Act, this document provides a total budget and spending ceiling as reflected in Block 10 of the Grant Award document, which represents funding at the rate of 43% of the fiscal year 2008 funding level. Accordingly, the sum of all budgets can not exceed the award amount reflected in Block 10 of the award document. The Office of National Drug Control Policy acknowledges that the aforementioned funding level is below stated budget requirements; however, additional funding can not be made available until enacted through public law.			
13. Statutory Authority for Grant: Public Law 110-329			
<b>AGENCY APPROVAL</b>		<b>RECIPIENT ACCEPTANCE</b>	
14. Typed Name and Title of Approving Official David R. Murtaugh Acting Deputy Director Office of State, Local and Tribal Affairs		15. Typed Name and Title of Authorized Official H. M. Davenport County Judge Navarro County Sheriff's Office	
16. Signature of Approving ONDCP Official 		17. Signature of Authorized Recipient/Date  1-26-09	
<b>AGENCY USE ONLY</b>			
18. Accounting Classification Code  DUNS: 071371363 EIN: 1756001092A1		19. HIDTA AWARD OND10B3SE0910 OND2000000 OC4100	

<b>Executive Office of the President Office of National Drug Control Policy</b>		Page 1 of 4	
		<b>Grant Agreement</b>	
1. Recipient Name and Address County Judge H. M. Davenport Navarro County Sheriff's Office 300 W 3rd Avenue Corsicana, TX 75110		4. Award Number: G09NT0001A	
		5. Grant Period: From 01/01/09 to 12/31/10	
1A. Recipient IRS/Vendor No.: 1756001092A1		6. Date: 01/01/2009	7. Action <input checked="" type="checkbox"/> Initial <input type="checkbox"/> Supplemental
Subrecipient Name and Address		8. Supplement Number	
2A. Subrecipient IRS/Vendor No.:		9. Previous Award Amount:	
3. Project Title Multiple Initiatives		10. Amount of This Award:	\$985,757.00
		11. Total Award:	\$985,757.00
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14. Typed Name and Title of Approving Official David R. Murtaugh Acting Deputy Director Office of State, Local and Tribal Affairs		15. Typed Name and Title of Authorized Official H. M. Davenport County Judge Navarro County/Sheriff's Office	
16. Signature of Approving ONDCP Official 		17. Signature of Authorized Recipient/Date  1-26-09	
<b>AGENCY USE ONLY</b>			
18. Accounting Classification Code  DUNS: 071371363 EIN: 1756001092A1		19. HIDTA AWARD OND10B3SE0910 OND2000000 OC4100	

**GRANT CONDITIONS****A. General Provisions**

## 1. This grant is subject to:

- OMB Circular A-87 “Cost Principles for State, Local, and Indian Tribal Governments” (or, if applicable, OMB Circular A-21 “Cost Principles for Educational Institutions”);
- OMB Circular A-102 “Grants and Cooperative Agreements with State and Local Governments” (or, if applicable, OMB Circular A-110 “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations”);
- OMB Circular A-133 “Audits of States, Local Governments and Non-Profit Institutions”;
- “Government-wide Debarment and Suspension (Non procurement),” codified at 21 CFR § 1401 et. seq.;
- “Government-wide Requirements for Drug-Free Workplace (Grants)” (codified at 21 CFR § 1401 et. seq.);
- “New Restrictions on Lobbying” (codified at 18 USC § 1903 and 31 USC § 1352).
- Nondiscrimination in Federally Assisted Programs and Equal Opportunity Plans requirements are codified at USC, Title VI (42 USC § 2000d et seq.).
- Immigration and Naturalization Service Employment Eligibility Verification Form (I-9).

## 2. Audits conducted pursuant to OMB Circular A-133, “Audits of State and Local Governments”, must be submitted no later than nine (9) months after the close of the grantee’s audited fiscal year. A copy of the audit report and management letter must be sent to:

EOP/ONDCP  
Attention: Michael Reles  
GSD/RDF (202) 395-6608  
Anacostia Naval Annex  
Bldg 410/Door 123  
250 Murray Lane, SW  
Washington, DC 20509  
or:  
[mreles@ondcp.eop.gov](mailto:mreles@ondcp.eop.gov)

3. During the award period, grantees are required to submit the Federal Financial Reporting (FFR) report to HHS Division of Payment Management. Other reporting requirements are specified in the HIDTA Program Policy and Budget Guidance.
4. The recipient gives the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the grant.

#### **B. Special Conditions HIDTA Grants**

The following special conditions are incorporated into each award document.

1. This grant is awarded for the initiative(s) named above. Variation from the description of activities approved by ONDCP and/or from the budget attached to this letter must comply with the reprogramming requirements as set forth in ONDCP's HIDTA Program Policy and Budget Guidance, dated April 2006.
2. This award is subject to the requirements in ONDCP's "HIDTA Program Policy and Budget Guidance."
3. No HIDTA funds shall be used to supplant state or local funds that would otherwise be made available for the same purposes.
4. The requirements of 28 CFR Part 23, which pertain to information collection and management of criminal intelligence systems, shall apply to any such systems supported by this award.
5. Special accounting and control procedures must govern the use and handling of HIDTA Program funds for confidential expenditures; i.e. the purchase of information, evidence, and services for undercover operations. Those procedures are described in Section 6-12 of the "HIDTA Program Policy and Budget Guidance."
6. The grant recipient agrees to account for and use program income in accordance with the "Common Rule" and the HIDTA Program Policy and Budget Guidance. Asset forfeiture proceeds generated by the HIDTA-funded initiatives shall not be considered as program income earned by HIDTA grantees.
7. Property acquired with these HIDTA grant funds is to be used for activities of the North Texas HIDTA. If your agency acquires property with these funds and then ceases to participate in the HIDTA, you should make this equipment available to the HIDTA's Executive Board for use by other HIDTA participants.



- 8. All law enforcement entities that receive funds from this grant must report all methamphetamine laboratory seizure data to the National Clandestine Laboratory Database/National Seizure System at the El Paso Intelligence Center.

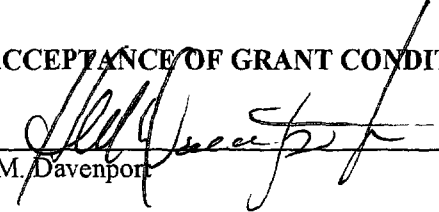
**C. Payment Basis**

- 1. A request for Advance or Reimbursement shall be made using the Department of Health and Human Services Division of Payment Management System (www.dpm.psc.gov). Copies of invoices or payroll registers must accompany the payment confirmation number to provide documentation for the reimbursement request. Requests for advances must be accompanied by details specifying the need for the advance. Documentation of how the advance was spent must be submitted within 21 days before another advance or reimbursement will be approved.
- 2. The HIDTAs, or their respective grantees, must utilize the Financial Management System's (FMS) Disbursement module each time they submit a disbursement request to the NHAC. Requests for payment in the DPM system will not be approved unless the required disbursements have been entered into the FMS. Payments will be made via Electronic Fund Transfer to the award recipient's bank account. The bank must be FDIC insured. The account must be interest bearing.
- 3. Except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self-Determination Act (23 U.S.C. 450), grantees and subgrantees shall promptly, but at least quarterly, remit interest earned on advances to the Department of Health and Human Services, Division of Payment Management (HHS/DPM). When submitting your checks, please provide a detailed explanation which should include: reason for check (remittance of interest earned on HIDTA advance payments), check number, grantee name, grant number, interest period covered, and contact name and number.

Ms. Janet Fowler  
 Division of Payment Management  
 Department of Health and Human Services  
 11400 Rockville Pike, Suite 700  
 Rockville, MD 20852

- 4. The grantee or subgrantee may keep interest amounts up to \$100 per year for administrative purposes. (21 CFR § 1403.21(h)(2)(i) et. seq.)

**RECIPIENT ACCEPTANCE OF GRANT CONDITIONS**

Signature:   
 Name: H. M. Davenport  
 Title: County Judge

Date: 1-26-09