

NAVARRO COUNTY COMMISSIONER'S COURT

A Regular meeting of the Navarro County Commissioner's Court was held on Tuesday, the 12th day of November, 2013 at 10:00 a.m., in the County Courtroom of the Navarro County Courthouse in Corsicana, Texas. Presiding Judge HM Davenport, Commissioners present Jason Grant, David Warren, and James Olsen.

1. 10:07 A.M. Motion to convene by Comm. Olsen sec by Comm. Warren
All voted aye motion carried
2. Opening prayer by Commissioner Olsen
3. Pledge of Allegiance
4. Public Comments-No comments

Consent Agenda

Motion to approve consent agenda items 5-6 by Comm. Warren sec by Comm. Grant
All voted aye motion carried

5. Motion to approve minutes from the previous meetings of October 28th, 2013
6. Motion to approve and pay bills as submitted by the County Auditor, including payroll (paid 10/31/2013)

Regular Agenda

7. No action taken on Burn Ban - remains off
8. Table to approve Tax Collection Report for October 2013, Russell Hudson
9. Motion to approve Treasurer's report for September 2013, Frank Hull by Comm. Olsen sec by Comm. Grant
All voted aye motion carried **TO WIT PG 1161-1162**
10. Motion to approve Contract with County Information Resources Agency (CIRA) by Comm. Olsen sec by Comm. Warren **TO WIT PG 1163-1180**
All voted aye motion carried

11. Motion to approve Navarro Central Appraisal Districts 2014 Unit Cost Share, including voting entitlements and ballot for NCAD Board of Directors for terms 2014-2015 by Comm. Grant sec by Comm. Warren
All voted aye motion carried **TO WIT PG 1181-1182**
12. Motion to approve Navarro County Resolution for Indigent Defense Grant Programs by Comm. Olsen sec by Comm. Warren
All voted aye motion carried **TO WIT PG 1183**
13. Motion to approve Texas Indigent Defense Commission Grant Application by Comm. Grant sec by Comm. Warren
All voted aye motion carried **TO WIT PG 1184-1188**
14. Motion to approve Proclaiming November 22nd, 2013 Navarro County Adoption Day by Comm. Olsen sec by Comm. Warren
All voted aye motion carried **TO WIT PG 1189**
15. Motion to approve Acknowledgement to NCTCOG in applying for the Hazard Mitigation Grant Program and Pre-Disaster Mitigation Grants by Comm. Grant sec by Comm. Warren
All voted aye motion carried **TO WIT PG 1190**
16. Motion to approve NCTCOGS request to participate in the CASA Weather Radar Program by Comm. Olsen sec by Grant
All voted aye motion carried **TO WIT PG 1191-1201**
17. Motion to approve of Interlocal Agreement with Ellis County for Acceptance and transfer of Modular Office Equipment by Judge Davenport sec by Comm. Warren
All voted aye motion carried **TO WIT PG 1202-1203**
18. Motion to approve Modification 3 to HIDTA grant G13NT0001A by Comm. Grant sec by Comm. Olsen
All voted aye motion carried **TO WIT PG 1204-1208**
19. Motion to approve Agreement for Services for Term for Navarro County Justice Center with Lincare, Inc. for inmate health care by Comm. Olsen sec by Comm. Grant
All voted aye motion carried **TO WIT PG 1209-1211**
20. Motion to approve Equitable Sharing Agreement and Certification for Navarro County Sheriff's Office for FY ending 9/30/2013 by Comm. Warren sec by Comm. Grant
All voted aye motion carried **TO WIT PG 1212-1216**

21. Motion to adjourn by Comm. Grant sec by Comm. Warren
All voted aye motion carried

I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE
FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE
COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR NOVEMBER
12th, 2013.

SIGNED _____ 12th _____ DAY OF NOVEMBER 2013.



SHERRY DOWD, COUNTY CLERK



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AFFIDAVIT SUBMITTED BY
Frank Hull
NAVARRO COUNTY TREASURER



STATE OF TEXAS
COUNTY OF NAVARRO
September, 2013

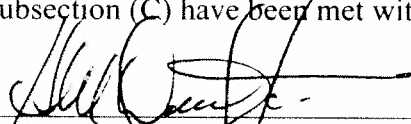
I, Frank Hull, Navarro County Treasurer, present the following report to the Navarro County Commissioner's Court and affirm the foregoing Monthly Report to be true and correct statement to the best of my knowledge of all accounts under the control of the Navarro County Treasurer.

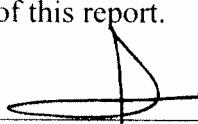
Whereas, Section 114.026 of the Local Government Code requires a Treasurer's Report be submitted at least once a month to the Commissioner Court at a regular term; and

Whereas, the Navarro County Commissioners Court has compared and examined the Treasurer's Report submitted for approval on November 12, 2013 which is attached hereto and has determined that the Treasurer's Report is correct.

It is therefore ordered, that the Navarro County Treasurer's Report which is attached is approved as presented by the Navarro County Treasurer to the Commissioner's Court of Navarro County, Texas and this Order Approving the Navarro County Treasurer's Report are to be entered into the Minutes.

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


H. M. Davenport Jr. - County Judge


Jason Grant - Commissioner Pct. 1

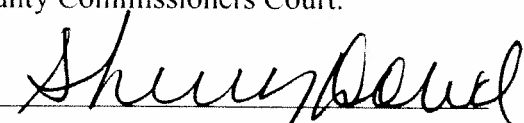
Absent
Richard Martin - Commissioner Pct. 2


David Warren - Commissioner Pct 3


James Olsen - Commissioner Pct 4

SWORN AND SUBSCRIBED TO BEFORE ME, this 12 Th day of November, 2013 by H. M. Davenport, Jason Grant, Richard Martin, David Warren, and James Olsen, in their official capacities as the members of the Navarro County Commissioners Court.



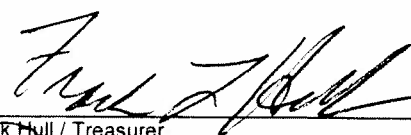

Sherry Dowd - Navarro County Clerk

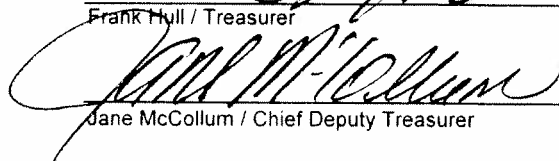
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NAVARRO COUNTY, TEXAS
REPORT OF CASH AND INVESTMENTS
FOR THE MONTH OF SEPTEMBER, 2013

FUND	BEGINNING BALANCE	RECEIPTS	TEX POOL DEP/WD	DISBURSEMENTS	ENDING BALANCE	BANK INTEREST	TEX POOL BALANCE	TEX POOL INTEREST	TOTAL
GENERAL	5,823,763.02	902,653.92		1,695,100.65	5,031,316.29	3,453.52	823,826.01	44.50	5,855,142.30
COMMUNITY SUPERVISION	298,774.98	192,061.53		92,141.48	398,695.03	238.57	91,179.29	4.91	489,874.32
JUVENILE PROBATION	58,557.41	63,856.59		31,319.17	91,094.83	39.59	35,807.76	1.93	126,902.59
FLOOD CONTROL	618,092.97	2,024.34		14,361.25	605,756.06	376.40	2,117.38	-	607,873.44
ROAD & BRIDGE - PCT 1	378,491.31	16,661.70		92,501.42	302,651.59	218.17	87,451.37	4.73	390,102.96
ROAD & BRIDGE - PCT 2	374,216.81	17,633.59		157,771.78	234,078.62	218.16	175,598.32	9.49	409,676.94
ROAD & BRIDGE - PCT 3	228,609.21	16,861.72		149,245.60	96,225.33	218.16	119,740.94	6.47	215,966.27
ROAD & BRIDGE - PCT 4	627,705.31	18,161.72		145,578.23	500,288.80	218.16	30,992.54	1.68	531,281.34
H.I.D.T.A.	14,559.71	197,229.03		197,002.36	14,786.38	9.02	-	-	14,786.38
H.I.D.T.A. SEIZURE	256.37	0.16		-	256.53	0.16	1,665.64	-	1,922.17
DEBT SERVICE	109,038.08	3,830.27		-	112,868.35	68.68	2,139.52	-	115,007.87
CAPITAL PROJECTS	89,556.20	55.21		-	89,611.41	55.21	104,982.51	5.68	194,593.92
SHERIFF SEIZURE	176,909.99	12,915.70		1,071.48	188,754.21	110.43	148,078.43	8.00	336,832.64
DISTRICT ATTY FORF	67,136.22	38.76		13,027.27	54,147.71	38.76	110,134.44	5.97	164,282.15
HEALTH INSURANCE	217,393.28	212,901.74		208,817.85	221,477.17	90.95	11,727.93	0.63	233,205.10
ECONOMIC DEVELOPMENT	211.69	0.13		-	211.82	0.13	2,109.20	-	2,321.02
TRUST	1,496,831.47	80,757.04		59,858.83	1,517,729.68	969.20	257,075.41	13.91	1,774,805.09
LAKE TRUST	230.94	0.14		-	231.08	0.14	93,356.09	5.09	93,587.17
REVOLVING & CLEARING	446,983.78	156,103.41		117,024.05	486,063.14	293.79	750.02	-	486,813.16
PAYROLL FUND	6,177.10	906,539.15		906,495.12	6,221.13	44.03	-	-	6,221.13
DISBURSEMENT FUND	2,519.78	2,296,877.80		2,296,702.38	2,695.20	175.43	-	-	2,695.20
TOTAL	11,036,015.63	5,097,163.65		6,178,018.92	9,955,160.36	6,836.66	2,098,732.80	112.99	12,053,893.16

	CURRENT MONTH	YTD
INTEREST EARNED:	6,949.65	95,361.55


 Frank Hull / Treasurer 10/16/13
 Date


 Jane McCollum / Chief Deputy Treasurer 10/16/13
 Date

#19
Approved.
11-12-13

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COUNTY INFORMATION RESOURCES AGENCY SERVICES AGREEMENT

This Services Agreement is entered into between the County Information Resources Agency (CIRA) and the undersigned local government or governmental entity (Member), effective _____, 20__.

FINDINGS:

1. CIRA is an interlocal entity as authorized by the Texas Interlocal Cooperation Act, Texas Government Code Chapter 791 to provide certain technology services to its members.
2. Member is a local government or governmental entity that has executed an Interlocal Participation Agreement with CIRA and would like to obtain technology services from CIRA.
3. Member's governing body approved execution of a Services Agreement with CIRA on _____, 20__.

AGREEMENT:

In consideration of the mutual covenants and agreements set forth below, CIRA and the Member agree as follows:

1. GENERAL TERMS AND CONDITIONS

1.1 Definitions.

- 1.1.1 "Member" includes the Member and all officials and employees who use CIRA Services.
- 1.1.2 "Services" means a CIRA-sponsored or -provided service authorized by this Agreement.

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1.1.3 "TAC" means the Texas Association of Counties.

1.1.4 "User" includes any person authorized by Member to use CIRA email or other Services.

1.2 Scope and conflict.

These General Terms and Conditions apply to the entire Agreement. If there is a conflict between this section and the specific terms and conditions for a particular Service, the individual terms and conditions govern. If the relationship between the terms is unclear the General Terms and Conditions will govern.

1.3 Authorized use.

Member may use CIRA-provided Services for a public purpose only and not for any private pecuniary gain. Member agrees not to use a CIRA Service to conduct a business or activity or solicit the performance of an activity that is prohibited by law. Member agrees to use the Services only for lawful purposes and in accordance with this Agreement and all applicable policies and guidelines adopted by CIRA and maintained on the CIRA website at www.cira.state.tx.us. CIRA may amend its policies and guidelines at any time without notice to the Member.

1.4 Abuse of Services and CIRA's rights.

1.4.1 Prohibited activity. Activity that interrupts the normal use of the CIRA server or system for other CIRA Members is considered to be abuse of system resources and is prohibited. Examples of service abuse include spawning dozens of processes, or consuming excessive amounts of memory or CPU for long periods of time. Depending on the severity of the conduct or consequences, CIRA may issue a User that abuses the system an email warning or suspend the Member's or a User's account without notice. If CIRA determines that the abuse or misuse is unintentional, it may rescind a User's suspension.

1.4.2 Reporting required. Member must report to CIRA any information it has or obtains related to a current or past violation of CIRA policies or guidelines resulting in abuse of Services.

1.4.3 Investigation and action authorized. CIRA may investigate any reported violation of this Agreement or CIRA policies or guidelines and take any action that it deems appropriate and reasonable under the circumstance to protect CIRA servers and systems, Members or third parties. CIRA will not access or

review the contents of any email or similar stored electronic communications except as required or permitted by applicable law or legal process.

1.4.4 Public information. Member also understands that information stored on CIRA servers and systems incident to use of CIRA Services may be subject to disclosure under the Public Information Act, Government Code Chapter 552.

1.4.5 Content restriction or removal. CIRA may restrict or remove from its servers any content that violates this Agreement or related policies or guidelines, or is otherwise objectionable or potentially infringing on any third party's rights or that potentially violates any laws. If CIRA becomes aware that a Member or User has violated this Agreement or related policies or guidelines, third party rights or laws, CIRA may immediately take action, including:

- (a) issuing a warning;
- (b) suspending or terminating a Service;
- (c) restricting or prohibiting use of content hosted on CIRA's servers or systems; and
- (d) disabling or removing any hypertext link to third-party websites, any information or content distributed or made available for distribution through a Service, or other content not supplied by CIRA that, in CIRA's sole discretion, may violate a law or infringe on a third-party right or that otherwise exposes or potentially exposes CIRA to civil or criminal liability.

1.4.6 Editorial control. CIRA's rights under this Agreement do not obligate CIRA to monitor or exert editorial control over information or content made available by a Member for distribution through a Service, nor will CIRA monitor or attempt to control your content.

1.5 Security.

1.5.1 Password protection. SECURITY IS THE RESPONSIBILITY OF EVERYONE. Member and each authorized User agree to keep individual passwords secure and not disclose individual passwords to any other person **for any reason**. If a User believes that the security of a password has been compromised, it is the User's your responsibility to change the password to prevent unauthorized access to an account. If a User loses or cannot remember a password, the User must contact CIRA immediately to request that the password be reset.

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1.5.2 Security breach. Member and its Users are solely responsible for any security breaches affecting Member accounts. If a Member's account is responsible for or involved in an attack on or unauthorized access into another server or system, CIRA may terminate the account and Services without notice.

1.5.3 Policy compliance. If a Member's failure to comply with CIRA policies or guidelines causes damage to a CIRA or third-party account, another Member, or CIRA servers or systems, CIRA may hold the Member responsible for the costs incurred by CIRA to correct the security breaches and restore the servers or systems.

1.6 Intellectual Property.

1.6.1 Compliance with copyright and other laws. Member agrees not to infringe or violate the rights of any third party, including any intellectual property rights, or violate any applicable law or regulation. Member agrees not to upload or transmit copyrighted materials using CIRA Services without the permission of the copyright holder or as otherwise permitted by law. Member represents that it has the authorization necessary for hypertext links from its website to other third-party websites.

1.6.2 CIRA's rights. CIRA retains exclusive proprietary rights to all materials it uses to provide Service under this Agreement, including:

- (a) computer software in object code and source code form;
- (b) data or information developed or provided by CIRA or its suppliers or agents under this Agreement;
- (c) know-how, methodologies, equipment, or processes used by CIRA to provide Services; and
- (d) copyrights, trademarks, patents, trade secrets, and any other proprietary rights related to the Services.

1.6.3 Internet Protocol numbers and addresses. CIRA will maintain and control all Internet Protocol (IP) numbers and addresses that CIRA may assign to Member, including the right to change or remove an IP number and address.

1.7 Disclaimer.

1.7.1 No warranties. CIRA makes no warranties of any kind, either express or implied, for the Services it provides. CIRA disclaims any warranty of merchantability or fitness for a particular purpose. CIRA will not be responsible for any direct, indirect or consequential damages that may result from the use of its Services including loss of data resulting from delays, non-delivery or

interruption in service. CIRA exercises no control over, and accepts no responsibility for, the content of the information passing through CIRA's servers, host computers, network hubs or the Internet. ALL SERVICES PERFORMED UNDER THIS AGREEMENT ARE PERFORMED "AS IS" AND WITHOUT WARRANTY AGAINST FAILURE OF PERFORMANCE INCLUDING ANY FAILURE BECAUSE OF COMPUTER HARDWARE OR COMMUNICATION SYSTEMS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CIRA DOES NOT MAKE AND DISCLAIMS, AND MEMBER WAIVES ALL RELIANCE ON, ANY REPRESENTATIONS OR WARRANTIES, ARISING BY LAW OR OTHERWISE, REGARDING THE SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

1.7.2 No liability. CIRA is not liable for any temporary delay, outages or interruptions of a Service, nor is CIRA liable for any damages resulting from a delay, outage or interruption. CIRA is not liable for unauthorized access to, or alteration, theft, or destruction of the website or a Member's data files, programs or information through accident, fraudulent or unauthorized means or devices, if resulting from the action of Members officials, employees or agents, or a third party authorized by Member. CIRA is liable for unauthorized access to, or alteration, theft, or destruction of the website or a Member's data files, programs or information through accident, fraudulent or unauthorized means or devices, if resulting from the action of CIRA's employees or agents, or a third party authorized by CIRA. CIRA's liability for any reason or any cause of action, including breach of contract, breach of warranty, negligence, strict liability, misrepresentations, and other torts is limited to three times the amount of annual fees actually paid to CIRA by Member under this Agreement.

1.8 Indemnification and defense.

Each party (Indemnitors) will indemnify and defend the other party and its officers, directors, employees, agents, successors and assigns (Indemnitees) from and against all claims, liabilities, damages and losses including without limitation attorneys' fees and costs arising out of or resulting from any claim brought or made by any third party against any Indemnitees and arising from: (i) any alleged or actual violation or infringement by Indemnitor of any copyright or other intellectual property of a third party in connection with this Agreement; (ii) death or injury to the extent caused by the negligence or willful misconduct of the Indemnitor, or any of Indemnitor's agents, employees or contractors; (iii) damage to, or loss or destruction of, any real or tangible personal property to the

extent caused by the negligence or willful misconduct of the Indemnitor, its affiliates, or any of Indemnitor's or its affiliates' agents, employees or contactors; (iv) any violation of applicable law by the Indemnitor after the Effective Date; or (vi) any breach by the Indemnitor of any of its representations and warranties under the Agreement.

In claiming any indemnification under this provision, the Indemnitee shall promptly provide the Indemnitor with written notice of any claim that the Indemnitee believes falls within the scope of this provision. The Indemnitee may, at its own expense assist in the defense if it so chooses, provided that: (1) the Indemnitor shall control such defense and all negotiations relative to the settlement of any claim; and (2) any settlement intended to bind the Indemnitee shall not be final without the Indemnitee's written consent, which shall not be unreasonably withheld.

1.9 Notice.

All notices and communications under this agreement must be sent in writing to the following by United States Postal Service, hand delivery or email:

To CIRA:

The County Information Resources Agency

c/o Texas Association of Counties

1210 San Antonio Street

Austin, Texas 78701

Attn: Joel Green, CIRA Manager

joel.green@cira.state.tx.us

To Member:

To the Member Contact specified on the signature page.

1.10 Term and Termination.

1.10.1 Term. The term of this Agreement is from the effective date to December 31 of the same year. The Agreement will automatically renew annually for one-year terms beginning January 1 and ending December 31, unless terminated as provided in this section.

1.10.2 Agreement termination. Either party may terminate this Agreement at any time following 30-days written notice to the other party.

1.10.3 Service termination. Either party may terminate a Service at any time following 30-days written notice to the other party. If Member terminates a Service without cause, Member will not be entitled to a refund of fees paid under this Agreement. If CIRA fails to perform a Service under this Agreement and fails to cure the defect within 30 days of receiving written notice of the failure by the Member, Member may terminate for cause. If Member terminates this agreement for cause as provided in this section, Member will be entitled to return of any fees paid for Services have not been rendered at the time of termination.

1.11 Applicable Law.

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. Venue is in Travis County, Texas.

1.12 Severability.

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected.

1.13 Amendment.

Except as provide in Section 1.3, Authorized Use, this Agreement may not be amended or modified except in writing, as authorized by the governing bodies of CIRA and the Member.

1.14 Third Party Rights.

This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.

1.15 Assignment.

This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

1.16 Payment terms.

CIRA will invoice Member for services under this Agreement as follows: (1) monthly for email; and (2) annually for websites. Member will pay within 30 days of receipt of invoice, unless other payment arrangements are approved in writing by CIRA. If Member fails to make a payment when due, CIRA may: (1) suspend services; and (2) charge a service charge of one percent per month on the total amount due or the maximum legal rate allowed by law, whichever is

less. CIRA may recover legal costs, including attorney fees, if collection activities are required to collect outstanding fees under this Agreement.

2. TERMS AND CONDITIONS FOR EMAIL SERVICES.

2.1 Email storage.

A Member may not allow its employees to store personal emails on the email server, and should require employees to promptly delete personal email after it is sent or received. Member-related email should not be stored on the email server for more than 90 days.

2.2 Email deletion.

Member understands and agrees that CIRA may purge any *deleted* email that has been on the email server for more than 90 days after it has provided Member with notice that it intends to purge email, including the date of the purge. CIRA may purge any other email may be purged after one year, following notice to the Member that it intends to purge email.

2.3 Email backup.

CIRA Services under this agreement do not include making backup copies of email, and CIRA is not responsible for retrieving deleted or purged emails.

2.4 Records retention.

CIRA is not responsible for ensuring that the Member's officials and employees comply with applicable records retention laws and policies. **Member understands and agrees that it is the Member's obligation to ensure that emails subject to records retention requirements are retained in a format other than on the email server for an appropriate period of time.**

2.5 Local Administrator.

Member shall designate a person who will manage the Member's email accounts and perform the duties set forth below. CIRA will provide training to a Local Administrator as necessary to facilitate Member use of CIRA Services and to promote compliance with CIRA policies and guidelines. The frequency and content of any training provided under this section will be at CIRA's discretion.

2.6 Responsibilities of Local Administrator.

Responsibilities of the Local Administrator include:

- 2.6.1 Developing and implementing a procedure for determining which employees who will be allowed to use the available email accounts.
- 2.6.2 Maintaining a record of the name of each email User and a copy of each User's Individual User Agreement.
- 2.6.3 Resetting passwords and emphasizing the importance of proper security measures in the use of the password
- 2.6.5 Assisting email account Users with complying with applicable records retention requirements and schedules and any Member policies regarding records management.
- 2.6.6 Adding, modifying and deleting email accounts in compliance with applicable records retention schedules and records management plans.
- 2.6.7 Notifying an individual User before deleting an email account to provide an opportunity for preservation of email off of the email server.
- 2.6.8 Configuring email programs on a Member's computers as necessary to access the email server.

2.7 E-mail Terms and Conditions; Individual User's Obligations.

As a condition of a Member receiving email Service, each User authorized by the Member must agree to abide by the CIRA email terms and conditions by executing the form attached as Exhibit B and delivering it to the Member's Local Administrator. A User periodically may be required, prior to log in, to confirm the User's agreement to abide by CIRA's email terms and conditions. Member understands that a User's failure to confirm his or her agreement to abide by CIRA's email terms and conditions may result in the User's inability to access an email account. CIRA may change the terms and conditions for email Service and use as necessary to protect CIRA, its network, and its Members and their resources. To the extent practical, CIRA will promptly notify Member of any changes made to CIRA's email terms and conditions. CIRA will post the current version of the applicable terms and conditions on the CIRA website at www.cira.state.tx.us.

2.8 Email security.

2.8.1 Maintaining the security and integrity of the Member's e-mail system is VERY IMPORTANT and is EVERYONE'S RESPONSIBILITY.

2.8.2 Member agrees not to share an individual e-mail account or password with anyone. Alias, office, or department accounts may be shared but Users are

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strongly encouraged to limit access or use of the account to only those officials or employees who need access to perform their job duties.

2.8.3 Member agrees not to tell anyone, including CIRA representatives, an email password.

2.8.4 The CIRA email system will require each User to change their email password at least twice a year. Member understands and agrees that access to the email system will be denied by CIRA until an expired password is changed.

2.8.5 Each User's email password will be required to meet certain requirements set by CIRA for security purposes, and Member agrees to comply with those standards when establishing or changing an email password.

2.8.6 Member agrees to prohibit Users from leaving an email password in plain view on or near a computer.

3. TERMS AND CONDITIONS FOR WEBSITE SERVICES.

3.1 Internet domain name.

Member may authorize CIRA to obtain or host the Member's Internet domain name, by completing the form attached as Exhibit C. For example, the standard format for a county's Internet domain name is www.co. [county name].tx.us.

3.2 Internet service.

CIRA does not provide a Member with Internet access as a part of its website Service. Member must make arrangements with an Internet provider for Internet access.

3.3 Server storage.

CIRA will provide a Member with storage space on CIRA's server to house the data and files that constitute the Member's website. If a Member permits a specific department to operate a separate website, CIRA will also host that website at an additional charge for each website as provided in Exhibit A.

3.4 CIRA and TAC logos and links.

Member agrees to allow CIRA to place CIRA and Texas Association of Counties (TAC) logos on the Member's website home page and to include a link to both the TAC and CIRA websites on the Member's home page.

3.5 Website accessibility and Service interruption.

Except as provided below, CIRA will ensure that Member's website is accessible to third parties via the World Wide Web portion of the Internet 24 hours a day, seven days a week. At its sole discretion, CIRA may conduct maintenance and repair to its servers and systems which may result in a temporary loss of website accessibility or Service. Additionally, equipment failure may cause a temporary loss of website accessibility or Service. Member agrees that CIRA is not liable for any loss or interruption of website accessibility or Service regardless of the cause of interruption.

3.6 Content posting.

3.6.1 CIRA is not responsible for providing or posting website content unless that Service is specifically selected on Exhibit A. If Member will determine website content and post directly to its website, it agrees to use the content management software authorized or provided by CIRA.

3.6.2 Member is responsible for compliance with all statutory posting requirements for its website, regardless of whether CIRA is providing website maintenance service.

3.7 Third-party content.

Member understands and agrees that Member and its individual Users are responsible for:

- (a) acquiring any authorization necessary for hypertext links to third-party web sites;
- (b) ensuring the accuracy of materials posted on the website, including third-party material; and
- (c) ensuring that the posted content does not infringe or violate any right, including an intellectual property right, of any third party.

3.8 Prohibited content.

Member agrees not to place or allow a User to place on the website any content or materials that:

- (a) could be seen as obscene, threatening, or malicious;
- (b) violates an applicable law or regulation;
- (c) infringes on a proprietary, contract, or other third-party right, including an intellectual property right; or
- (d) is designed to cause damage or harm to a computer or computer system accessing the website, including interruption of service.

4. ADDITIONAL SERVICES.

4.1 CIRA may offer Member services in addition email and website services as agreed to in writing by both parties in an addendum to this Agreement. Payment terms for any additional services will be included in the negotiated terms.

EXECUTED effective as of the date specified above:

COUNTY INFORMATION RESOURCE AGENCY

By: _____
Gene Terry, Executive Director
Texas Association of Counties

Date: _____

MEMBER:

By: _____
H.M. DAVENPORT, Jr.
[printed name]

Date: _____

NAVARRO County Judge
[title]

MEMBER'S CONTACT:

Name: H.M. DAVENPORT, Jr.
Title: NAVARRO County Judge
Telephone Number: 903 654 3488
Email Address: hdavenport@navarrocounty.org
Physical Address: 300 W. 3rd Ave, Ste 102
CORSICANA TX 75110

MEMBER'S LOCAL ADMINISTRATOR:

Name: Tommy Pryor
Title: I.T. Manager
Telephone Number: 903.654.3098
Email Address: tpryor@navarrocounty.org
Physical Address: 300 W. 3rd Ave. Ste. 12
Corsicana, Tx. 75110

Exhibit A: 2013 Email & Website Services Pricing

Email Services:

\$2.00 per basic email account, per month

- Rackspace hosted email
- Flexible use of accounts- can easily be configured to use on cell phones, tablets, 3rd party email programs (Outlook, Windows Live Mail, Mozilla Thunderbird, etc.)

Ex: "Member A" has 40 email accounts. They would receive an invoice for \$80.00/month for email service.

\$10.00 per Exchange email account, per month

- Exchange hosted email
- Easily share calendars and folders using Outlook. Easy mobile device integration.

Additional Email Service:

Mobile Sync: \$1.00 extra per email account

- Allows Users the ability to sync Email, Calendar & Contacts from their webmail to their iPhone, Android or Windows Mobile Device.
(Automatically included for an Exchange email account)

Websites Services:

1. Standard Website Package: \$550.00

- a. Predesigned template with colors, logo and Member name inserted into header
- b. netStartClass Content Management System / calendar
- c. project setup
- d. 1 year web hosting included (annual recurring web hosting fee \$550.00)

2. Custom Website Package: \$3995.00 & up

- a. Custom designed templates for Member website
- b. netStartEnterprise Deluxe Content Management System (full tool access)

- 1177
- c. project setup
 - d. online training session for content managers
 - e. Optional CMS modules available (blogs, database module, custom site search engine, mobile website, etc.)
 - f. 1 year hosting included (annual recurring web hosting fee \$1,050.00)
 - g. One-time fee starting at \$3995.00 to create the custom website

Additional Website Service:

Website Maintenance

- \$500.00 a year - CIRA maintains the Member's website. Based on information provided by Member, postings, website editing and updates are completed by CIRA. The Member also has the option to edit and update the website along with CIRA.

Examples of Website Invoicing Structure:

Ex: Basic Website Package

"Member B" opts for the basic website package and also prefers for CIRA to maintain the Member's website. "Member D" will be invoiced for \$1,050.00; \$550.00 for the basic website hosting along with \$500.00 for website maintenance.

Ex: Custom Website Package

"Member C" is interested in building a custom website. It chooses the Custom Website Package and opt for CIRA to maintain the website. "Member C" will receive an invoice for at least \$4495.00; this includes a custom website at a base fee of \$3995.00 along with a maintenance fee of \$500.00. Due to customization prices, the one-time website fee could be higher than \$3995.00, depending on design and specifications.

Exhibit B: Email Terms and Conditions; Individual User's Agreement.

As a condition of receiving access to the email Service provided by the County Information Resources Agency (CIRA), I understand and agree that:

1. I must comply with CIRA's email terms and conditions as attached to this agreement;
2. The email terms and conditions may be revised by CIRA from time to time and that the current version of the applicable terms and conditions is the version be posted on the CIRA website:
www.cira.state.tx.us;
3. I may periodically be required, before I am allowed to log into my email account, to confirm my agreement to abide by CIRA's terms and conditions;
4. My failure to confirm my agreement to abide by CIRA's email terms and conditions may result in CIRA's refusal to allow me access to my email account;
5. I will keep my password secure and not disclose it to any other person **for any reason**
6. If I believe that the security of my password has been compromised, I will immediately change it to prevent unauthorized access to my email account; and
7. If I lose or cannot remember my password, I will immediately contact CIRA to request that my password be reset.

SIGNED the ____ day of _____, 20__.

USER:

Printed Name: _____
Title: _____
Email address: _____

Version: [date]

1177

Exhibit C: Internet Domain Name Authorization Form for a County.

<Insert Date>

Dear Joel Green:

On behalf of <insert county name> County, Texas, I hereby authorize the County Information Resources Agency (CIRA) to register our Internet domain name as co.[county].tx.us and to host our domain.

As County Judge of <insert county name> County, Texas, I have authorized Joel Green to act on behalf of <insert county name> County, Texas in the registration of this domain.

Additionally, I confirm the County's agreement and recognition of the Texas Regional Hostmaster as the authorized entity to manage the delegation process on behalf of <insert county name> County, Texas.

Please register the following administrative and technical contacts for this domain:

Administrative Contact: Joel Green
County Information Resources Agency
P.O. Box 2131
Austin, TX 78768-2131
Phone: 512-478-8753
Fax: 512-479-1807
e-mail: admin@cira.state.tx.us

Technical Contact: Joel Green
County Information Resources Agency
P.O. Box 2131
Austin, TX 78768-2131
Phone: 512-478-8753
Fax: 512-479-1807
e-mail: admin@cira.state.tx.us

Sincerely,

<insert signature block>

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Exhibit D: CIRA Service Order Form.

Member Name: _____

Please place an "X" in the box next to the service you would like to use. For Email Service please indicate the number of Email accounts.

EMAIL

☐ Basic Email service - \$2.00 per Email account per month

Number of Accounts: _____

☐ Exchange Email service- \$10.00 per Email account per month
Mobil Sync is included with the Exchange Email service.

Number of Accounts: _____

Additional Service Option:

☐ Mobil Sync -\$1.00 per Email account per month

Number of Accounts: _____

WEBSITES

☒ Standard Website Package
Includes standard template and website hosting- \$550.00 a year

☐ Custom Website Package
Pricing starts at \$3,995.00
Annual Hosting fee of \$1,050.00 (included in first year)

Additional Service Option:

☐ Website Maintenance- \$500.00 a year

Authorized Signature: _____

Printed Name: _____

Title: _____



NAVARRO CENTRAL APPRAISAL DISTRICT

P.O. Box 3118, Corsicana, Texas 75151-3118

(903) 872-6161 • FAX (903) 874-0604

www.navarrocad.com

Karen Morris, R.P.A., R.T.A., C.T.A.
Chief Appraiser

October 15, 2013

BOARD OF DIRECTORS

Dr. James G. Price
A.L. (Buster) Atkisson
Charles Irvine
Chuck McClanahan
Gayle Stead
Russell Hudson, T.A.C.

City of Barry
City of Blooming Grove
City of Corsicana
City of Dawson
City of Emhouse
City of Frost
City of Goodlow
City of Kerens
City of Rice
City of Richland
City of Streetman

Blooming Grove ISD
Bynum ISD
Corsicana ISD
Dawson ISD
Ennis ISD
Fairfield ISD
Frost ISD
Hubbard ISD
Kerens ISD
Mildred ISD
Rice ISD
Wortham ISD
Navarro College
Hill College
Fairfield Hospital District

1389.13 { Navarro County
Navarro County Road & Bridge
Navarro County Flood Control
Navarro County Emergency Services District #1

OCT 18 2013
NAVARRO COUNTY
AUDITOR'S OFFICE

RE: Navarro Central Appraisal District 2014 Unit Cost Share, including voting entitlements and ballot for NCAD Board of Directors for terms 2014 – 2015.

Dear Taxing Units:

Enclosed please find the Final 2014 Budget Cost Share and Comparison, along with the voting entitlements, as well as the official ballot for the NCAD Board of Directors for term 2014-2015.

Please complete the ballot and return no later than November 19, 2013 by regular mail, fax (903) 874-0604 or email to karenmorriscad@sbcglobal.net.

Also attached is the cost share statement for the first quarter for 2014. We would like to send your cost share documents in the future electronically. Please email to jouann.huckaby@sbcglobal.net the correct email address to send the cost share to.

Please note that Fairfield Hospital Dist. and Navarro County ESD #1 do not have voting privileges.

Should you have questions regarding this matter, please feel free to contact me personally.

Sincerely,

Karen Morris

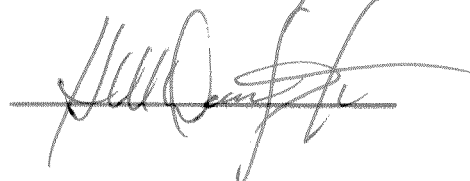
Copy: NCAD Board of Directors

BALLOT FOR 2014 - 2015
NAVARRO CENTRAL APPRAISAL DISTRICT
BOARD OF DIRECTORS

	NUMBER OF VOTES
A. L. (BUSTER) ATKEISSON	
CHARLES IRVINE	
CHUCK MCCLANAHAN	259.13
PEGGY BLACKWELL MOORE	
DR. JAMES G. PRICE	130.00
GAYLE STEED	1000.00

TAXING ENTITY CASTING VOTES NAVARRO County

SIGNATURE OF ADMINISTRATOR



#12

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NAVARRO COUNTY COMMISSIONERS' COURT

Jason Grant - Precinct 1
Dick Martin - Precinct 2
David "Butch" Warren - Precinct 3
James Olsen - Precinct 4
Phone (903) 654 - 3030

300 West Third Avenue, Suite 14
Corsicana, TX. 75110-4672

Julie Ferguson
Administrative Coordinator
Fax (903) 874-6053

**2014 Navarro County Resolution
Indigent Defense Grant Program**

WHEREAS, under the provisions of the Fair Defense Act, 77th Regular Session, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and


WHEREAS, this grant program will assist the county in the implementation of the provisions of the Fair Defense Act and the improvement of the indigent criminal defense services in this county; and

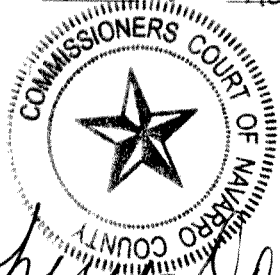
WHEREAS, Navarro County Commissioners Court has agreed that in the event of loss or misuse of the funds, Navarro County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

Adopted this 12 day of November, 2013.

Attest: 
County Clerk




Hershell Davenport
County Judge

1184

#13

FY2014 Navarro County Formula Grant Program Application

Please see [RFA](#) for full details of the grant.

Steps in Application Process

- Review your eligibility status in the box below. Each year the Commission adopts specific Indigent Defense Plan elements as eligibility requirements for the formula grant funds. These elements encourage each county's compliance with statutory requirements or policy and standards adopted by the Commission. **Regardless of the County's eligibility status, complete the on-line Formula Grant application. Contact the Texas Indigent Defense Commission for instructions to meet grant eligibility requirements.**

Indigent Defense Plan Review Summary		
District Plan	County Plan	Juvenile Board Plan
Not Complete	Not Complete	Not Complete
Indigent Defense plans must be submitted by November 1 for the Biennial Submission.		

- Verify the county information below and update if necessary.
- Submit a Resolution approved by Navarro County's Commissioner Court and signed by the authorized official. A link will be available on the confirmation page to print out the Resolution. When a grant application is submitted via the Internet, the Commission will not consider it complete until the applicant provides a Resolution that is signed by the applicant's authorized official and that meets all deadlines for applications. The County Commissioners' Court must adopt the resolution provided through the application process that authorizes the grant request and takes responsibility for the appropriate expenditure of the funds. This form also certifies that the information submitted via the Internet is true and correct and that, if a grant is awarded, the county will abide by all relevant rules, policies, and procedures. **Please scan and upload the resolution adopted by commissioners' court on or before November 15, 2013 by using the link on the application page of this website.** Alternatively, you may email the resolution to Megan McIntire at mmcintire@ppri.tamu.edu or fax it to Megan at (979) 845-0249.
- Meet grant award conditions such as Indigent Defense Plans and Expenditure Reports required throughout the year.

This form is completed using the information currently available to the Commission. Please review and make any corrections necessary.

County	Navarro
Fiscal Year	2014
Projected Allocation	To Be Determined
County's FY01 Baseline.	\$77,446.00
State Payee Identification number	17560010922
Division or unit within the county to administer the grant	County Auditor's Office
Official County Mailing Address	
Address (line 1)	300 W. 3rd Ave
Address (line 2 if needed)	Suite 10
City	Corsicana
State	TX
ZIP	75110
Agency designated by the Governor's Office under the Single Audit Act, if applicable	

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Officials Designated at the County Level

The County Judge and Financial Officer positions must be designated according to rule. The County Judge is the elected Constitutional County Judge for the county. The Financial Officer must be the County Auditor, or in the case of counties which do not have a county auditor, the County Treasurer. The Local Administrative District Judge, Local Administrative Statutory County Court Judge, and the Chairman of the Juvenile Board are also listed. If the county does not have any statutory county courts, the Constitutional County Judge should be listed in the Local Administrative Statutory County Court Judge position as the representative of the county courts.

If the information for these five positions is out-of-date, click on Cancel, update these positions from the county home page, and then re-enter this application.

The County Judge is **Hershell Davenport**.

The Financial Officer is the County Auditor, **Kathy B Hollomon**.

The Local Administrative District Judge is **James Edward Lagomarsino**.

The Local Administrative Statutory County Court Judge is **Amanda D Putman**.

The Chairman of the Juvenile Board is **James Edward Lagomarsino**.

Grant Officials

The Authorized Official must be authorized to apply for, accept, decline, modify, or cancel the grant for the applicant county. A county judge or a designee authorized by the governing body in its resolution may serve as the authorized official. The financial officer may not serve as the authorized official. *Texas Government Code §173.301(a)*

Authorized Official

Hershell Davenport
300 W. 3rd Avenue #102
Corsicana, TX 75110

phone: 903-654-3025
Fax: 903-872-0778
email: hdavenport@navarrocounty.org

Resolution: Click on link to open new window with Sample resolution. This may be printed or copied (Ctrl+A, Ctrl+C) and pasted (Ctrl+V) into Word Processing software for editing. Please note that this link will be available on the confirmation page and will contain the updated information from the submission. It is recommended that you use that version, but this is available for preview. [Word Version](#)

Upload signed 2014 Navarro Resolution to server (PDF format only)

Administrative Users Only

Date Received

Date that Application is certified complete. Application is complete and Resolution has been received. (Leave blank if incomplete.)

Date that Formula Grant Award Letter is faxed

Date that signed Formula Grant Award Acceptance Letter is received.

Date that Resolution and SGA Signatures are Confirmed to match (Leave blank if incomplete.)

Grant Number

Grant Award Amount

Initial Previous Year Award Balance (This would generally be equal to the initial refund amount for the 2013 grant.)

Current Previous Year Award Balance (This should reflect the current balance as last year's refunds are collected.)

First Quarter Payment

Second Quarter Payment

Third Quarter Payment

Fourth Quarter Payment (announcement sent)

Direct Disbursement

Refund (This should be the refund amount of 2014 grant funds.)

1186

Mid-Year Expenditure Report Required

Formula Grant Award Declined

Notes:

Save

Submit

Reset

Cancel

1187



Welcome Hershell Davenport. Your last login was at 12/18/2012 10:31:21 AM

The email address that we have on file for you is "hdavenport@navarrocounty.org". If this is incorrect, please update it in your profile. This is important in case you forget your password or if we need to contact you.

CHANGE COUNTY:

Navarro ▼

SELECT YEAR:

2014 ▼

Formula Grant

2014 NAVARRO APPLICATION
COUNTY DATASHEET
SUMMARY REPORT
GRANTS AND PAYMENTS
STATUS REPORT

Discretionary Grant

PROGRESS REPORT STATUS RPT
DG REVIEW REPORT
GRANT PAYMENTS
PROGRESS REPORT DOCUMENTS

ID Expenditure Report

IDER STATUS REPORT
CASES PAID/CASES ADDED

ID Plan

ID PLAN INSTRUCTIONS
VIEW PLAN (2009 OR LATER)
VERIFY/AMEND COUNTY/DISTRICT PLAN
VERIFY/AMEND JUVENILE PLAN
STATUS REPORT
ATTY. SELECTION METHOD BY CO.
ATTY. SELECTION METHOD BY PLAN
IND. DET. STD. BY PLAN
IND. DET. STD. BY COUNTY
FEE SCHEDULES
COMPL. CHECKLIST SUMMARY
REGIONAL DEATH PENALTY PLANS

Archives

My Profile

UPDATE CONTACT INFO
CHANGE PASSWORD

Logout

Public Site

In order to help us prepare for upcoming mailings, please check the county officials for your county to be sure that they are correct. Please verify the email address, mailing address and phone numbers too. Thanks for your assistance.

This website is an online system for collecting and viewing Indigent Defense Plans for all Texas counties and for administrative functions related to the application for, review of, and reporting on Indigent Defense Grants.

Update My Contact Information - Use this link to update your address, email, or phone numbers whenever there are changes.

Calendar

Friday, November 1, 2013 - FY2013 Expenditure Report Due

Friday, November 1, 2013 2013 Biennial Indigent Defense Countywide Plan Due pursuant to Section 79.036 of the Texas Government Code

Friday, November 15, 2013 - FY2014 Formula Grant Application Deadline

Contact Information for Navarro County

Constitutional County Judge

Hershell Davenport
300 W. 3rd Avenue #102
Corsicana, TX 75110

phone: 903-654-3025
fax: 903-872-0778
email: hdavenport@navarrocounty.org

Change

Local Administrative District Judge

James Edward Lagomarsino
P.O. Box 333
Corsicana, TX 75151

phone: (903) 654-3020
fax: (903) 872-2704
email: jlagomarsino@navarrocounty.org

Change

Local Administrative Statutory County Court Judge (or County Judge if there is no statutory court within the county)

Amanda D Putman
300 W. Third Ave, Ste. 15
Corsicana, TX 75110

phone: 903-875-3324
fax: 903-875-3326
email: aputman@navarrocounty.org

Change

Chairman of the Juvenile Board

James Edward Lagomarsino
P.O. Box 333
Corsicana, TX 75151

phone: (903) 654-3020
fax: (903) 872-2704
email: jlagomarsino@navarrocounty.org

Change

County Administrative Contact(s)

No County Administrative Contact on Record

Auditor

Kathy B Hollomon
300 West 3rd Ave, Ste. 10
Corsicana, TX 75110

phone: (903) 654-3095
fax: (903) 654-3097
email: khollomon@navarrocounty.org

Change

Authorized Official

Hershell Davenport
300 W. 3rd Avenue #102
Corsicana, TX 75110

phone: 903-654-3025
fax: 903-872-0778
email: hdavenport@navarrocounty.org

Change

Indigent Defense Coordinator

Melissa Butler
P.O. Box 333
Corsicana, TX 75151-0333

phone: (903) 654-3020
fax: (903) 872-2704
email: mbutler@navarrocounty.org

Change

Out Of County Arrest Contacts

County Court: Melissa Butler, phone: (903) 654-3020, fax: (903) 872-2704, mbutler@navarrocounty.org

District Court: Melissa Butler, phone: (903) 654-3020, fax: (903) 872-2704, mbutler@navarrocounty.org

Juvenile Board: Melissa Butler, phone: (903) 654-3020, fax: (903) 872-2704, mbutler@navarrocounty.org

Add

Formula Grant Information

Fiscal Year	Population	Projected Allocation	Grant Award	Formula Grant Funds Disbursed	Direct Disbursement	Equalization Award
2014				\$0.00		
2013		\$48,049.00	\$48,049.00	\$36,036.75		
2012	48,534	\$25,366.00	\$25,366.00	\$26,377.00		\$17,414.00
2011	47,735	\$26,582.00	\$26,582.00	\$31,170.50		\$33,699.00
2010	47,735	\$26,903.00	\$26,903.00	\$26,903.00		\$52,052.00
2009	49,351	\$27,052.00	\$27,052.00	\$27,052.00		\$34,984.00
2008	49,207	\$27,535.00	\$27,535.00	\$27,535.00		
2007	48,984	\$27,433.00	\$27,433.00	\$27,433.00		
2006	48,404	\$30,320.00	\$30,320.00	\$30,320.00		
2005	47,414	\$26,056.00	\$28,941.00	\$28,941.00		
2004	48,121	\$23,026.00	\$25,853.00	\$1,319.00		
2003	47,680	\$23,026.00	\$26,101.00	\$26,101.00		
2002	46,479	\$18,035.00	\$18,365.00	\$18,365.00		

Click [here](#) for County Data Sheet.

Navarro County Document Folder

[District, County, and Juvenile Plans](#)

Navarro County Grant Documents

[2013 Navarro Formula Grant Resolution.pdf](#)

[2012 Navarro Formula Grant Resolution and Internet Submission Form.pdf](#)

[2011 Navarro Formula Grant Resolution and Internet Submission Form.pdf](#)

[Archives](#)

Third Administrative Judicial Region Death Penalty Plan Document Folder

[Attorney Application.pdf](#)

[Attorney Maintained on List Application .pdf](#)

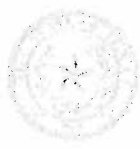
[Attorney Qualifications for Representation in Death Penalty Cases.pdf](#)

[List of Attorneys Qualified in Death Penalty Cases.pdf](#)

Logout

414

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STATE OF TEXAS
OFFICE OF THE GOVERNOR

Every child deserves the opportunity to feel valued, secure and loved. Young Texans are our next generation of leaders and brightest rays of hope for the future, and we must do our best to ensure they grow up in safe, nurturing environments that encourage them to reach their full potential.

Sometimes, unfortunate circumstances threaten the well-being of Texas children. Foster care and adoption organizations — and the families they work with — play a critical role in providing stability, safety and support to the children who need it most. Choosing to adopt is a lifelong commitment, and those who make that decision embody the compassion, warmth and generosity Texans are so proud of.

Each year, the month of November is dedicated to finalizing many adoptions and recognizing the countless men and women within our state who have chosen to become adoptive and foster parents. By opening new avenues of opportunity for children and guiding them toward success, they exemplify the best of Texas.

At this time, I encourage all Texans to learn about the many adoption-eligible children across Texas and to consider offering care and assistance to children in need — whether in the form of a loving home, a monetary donation to a support organization or simply your prayers. Please join me in championing adoptive and foster families, adoption professionals, child advocates and many others who have made a difference in the lives of children.

Therefore, I, Rick Perry, Governor of Texas, do hereby proclaim November 2013 to be

Adoption Month



in Texas, and urge the appropriate recognition whereof.

In official recognition whereof,
I hereby affix my signature this the
1st day of October, 2013.

Rick Perry
Governor of Texas

#15

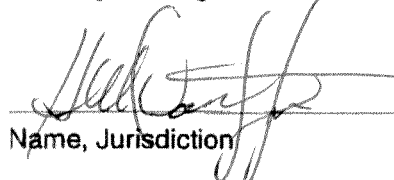
1190

October 18, 2013

Subject: Hazard Mitigation Action Plan

Navarro County acknowledges and supports the North Central Texas Council of Governments in applying for Hazard Mitigation Grant Program (HMGP) and/or Pre-Disaster Mitigation (PDM) Grants and developing the Navarro County Hazard Mitigation Action Plan. This mitigation plan will serve as a multi-jurisdictional mitigation action plan for participating jurisdictions within the county. Our jurisdiction acknowledges that participation in the plan is voluntary and declares our intention to participate in the plan development and match contribution.

Our jurisdiction will contribute all necessary planning efforts, meeting attendance, demographic and GIS data, and information needed for the development process. Time, mileage, and other costs at the local level will be submitted to NCTCOG on a quarterly basis to be used towards meeting the 25% in-kind match required for the grant. This non-cash match includes any employee/volunteer time or costs incurred on the project that have a monetary value. Volunteers will be credited at the non-managerial approved rate. The goal is to split the match equally between the six counties included under this grant, resulting in a target amount of \$17,650 per county.

 H.M. DAVENPORT, Jr.
Name, Jurisdiction

NAVARRO COUNTY JUDGE
Title

November 12, 2013
Date

#16.

1191



Remit to: North Central Texas Council of Governments
Attn: Accounts Receivable
P.O. Box 5888, Arlington, Texas 76005-5888

Invoice Number: INV-0000005220
Invoice Amount: 3,000.00

Invoice Date: 2013-10-16
Invoice Due Date: 2013-11-15

Bill To:

NAVARRO COUNTY

Customer ID C-0000003004

300 WEST 3RD AVE, STE 102

CORSICANA TX 75110

PROJECT NAME: CASA - Local

DESCRIPTION: Collaborative Adaptive Sensing of the Atmosphere (CASA WX) Membership Dues 2014

BILL NUMBER:

CUSTOMER REFERENCE

TOTAL AMOUNT DUE: \$3,000.00

A handwritten signature in black ink, followed by the date "11-12-13" written vertically.

Terms: Net 30

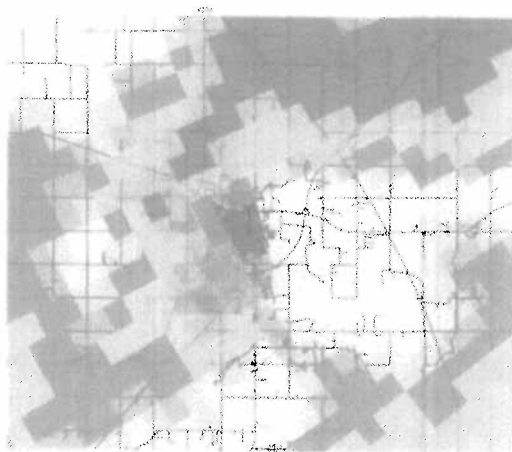
For inquiries contact Administration at billings@nctcog.org, include the invoice number in the Subject line. Please remit yellow copy of invoice with payment and reference the invoice number on check stub. If your agency is tax exempt, fax your exemption certificate to 817-640-7806. Attn:Accounts Receivable

The Collaborative Adaptive Sensing of the Atmosphere (CASA WX) Executive Council invites you to be a part of the CASA WX membership program in 2014. Members will receive access to the secure website that will display products derived from the CASA radars (see attachment).

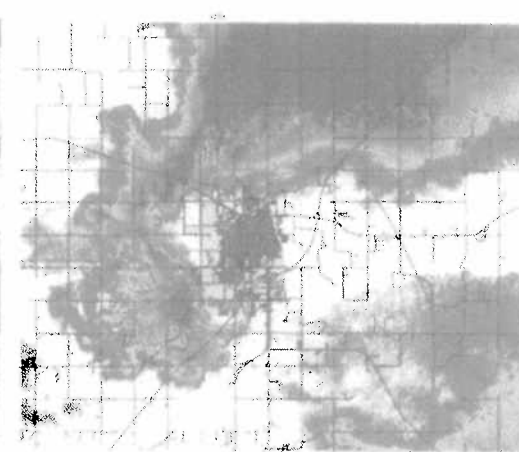
This region-wide collaborative effort will change the way our region, including your jurisdiction, schools, citizens and private industry, prepare for and respond to severe weather.

CASA WX Data:

- Displays high resolution, neighborhood level images capable of capturing and predicting size and intensity of tornadoes, high winds, hail, ice, and other severe weather phenomena.
- Provides instantaneous information on rainfall rates and accumulation; allowing time for critical flash flood and storm water monitoring and response.
- Has refresh rates five times faster than NexRad/Doppler, offering life-saving warnings significantly earlier and more accurately than our current systems allow.

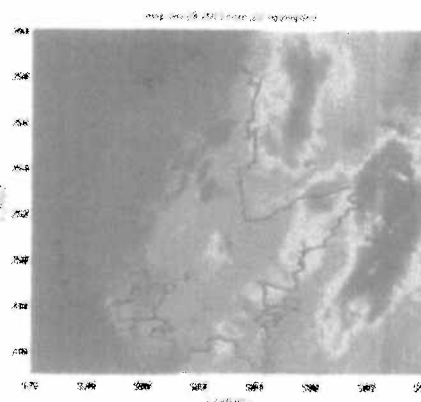


NexRad data of Oklahoma Tornado

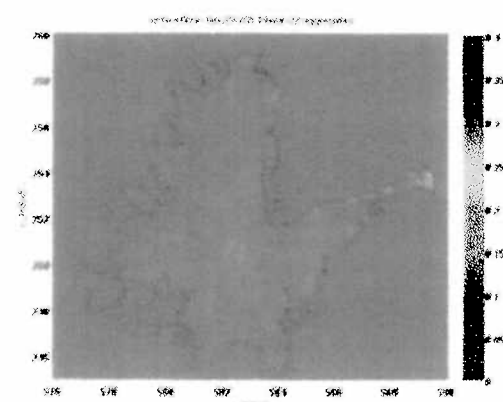


CASA WX radar image of Oklahoma Tornado

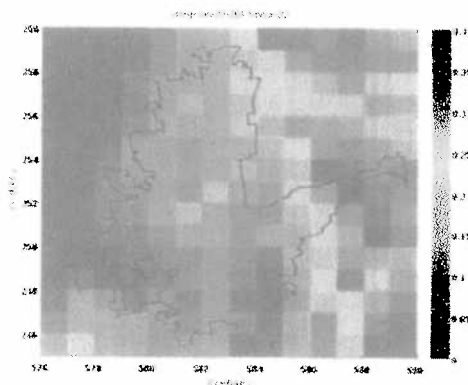
There are several research projects associated with the CASA project, for instance, the City of Fort Worth's Stormwater Division is working on a project to import the CASA WX data into their QPE projects to get better rainfall estimates. Below are some examples of the data coming out of this research:



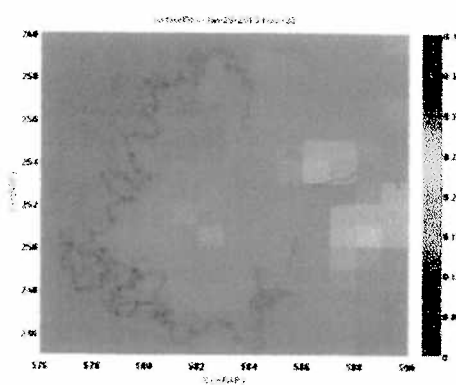
(New) CASA QPE Product



(New) Surface Runoff Product



(Existing) MPE Product



(Existing) Surface Runoff Product

Motivated by the advanced capabilities of the CASA WX radars, NBC 5's David Finrock, CBS 11's Larry Mowry, and Dallas/Fort Worth's Rebecca Miller donated their time to create a public service video illustrating the nature and benefits of this new technology. Please view the video at http://www.youtube.com/watch?v=DPBwklit6i_k&feature=youtube_gdata_player to see firsthand how the CASA radars will offer enhanced benefits the region's citizens and the infrastructure that serves them.

The table below details how the costs, beginning in fiscal year 2014, will be distributed among participating CASA WX project members. Jurisdictions that pay to be a member of CASA WX project will receive the benefits of this new technology as well as direct access to the CASA WX website with high resolution, low level weather data from the CASA radars.

Please be aware that we are working to find a balance between local, federal, and private sector funding for the sustainment of this project. The National Weather Service is involved and has committed to fund a significant portion of the operational expenses, but as with any new endeavor, even a public good, the federal government can no longer be expected fully fund the project. Please join us as we work together to bring a new level of safety and technological advancement to our region.

Jurisdiction Population	Annual Dues
0-999	\$ 500
1,000-4,999	\$ 1,000
5,000-14,999	\$ 2,000
15,000-29,999	\$ 3,000
30,000-49,999	\$ 5,000
50,000-79,999	\$ 7,500
80,000-119,999	\$ 10,000
120,000-169,999	\$ 15,000
170,000-249,999	\$ 20,000
250,000-399,999	\$ 25,000
400,000-749,999	\$ 30,000
750,000-1,000,000 +	\$ 35,000
Counties	
Rural	\$ 3,000
Urban	\$ 10,000
Special Districts	\$ 15,000

Members of the CASA WX Executive Council, composed of representatives from around the region, are available to answer your questions and/or to address any concerns you may have. Please contact Amanda Everly at 817-695-9214 or aeveryl@nctcog.org to contact the Council or if you have any questions.



Juan Ortiz
CASA WX Co-Chair
City of Fort Worth Emergency Management



Kevin Oden
CASA WX Co-Chair
City of Dallas Emergency Management



Molly Thoerner
Director of Emergency Preparedness
North Central Texas Council of Governments

CASA WX Data Website

Live Website: <http://droc1.srh.noaa.gov/dfw/XUTA/>

The link above is the to the active CASA WX radar data. The radars are turned on during weather events and turned off when the weather moves out of the radar network. This is to save on the wear and tear of the radars. The link is open to the region now to view weather events, the link will be password protected and available only to CASA WX members beginning January 1, 2014. You will begin to see more radars in the dropdown menu at the top of the page as more radars are installed and brought online.

Archived Data Website

Below is the link to view archived data from the CASA WX radar located at the University of Texas at Arlington (UTA). This will give you an idea of the data that will be available via the website to CASA WX members. This only includes data from one radar site, as more radars are added to the network over the next few months you will begin to see more products on the website.

Archived Data website: <http://droc1.srh.noaa.gov/archive/XUTA/>

There are two dropdown menus in the upper left hand corner of this website, the first is a list of different products available and the second is a list of archived cases. You can learn more about the products that are available now and those that will be available in the future below. Once you have selected the case and product you wish to view, click on the play button at the bottom to put the case in motion.

Explanation of archived cases:

Case 1: June 9th, 2013 features a squall line passage with heavy rain. This case was used to test the QPE product. Winds were non-severe but several inches of precipitation fell.

Case 2: May 29th 2013 featured arguably the strongest storms we've seen in the testbed. Multiple supercell thunderstorms were observed. Baseball size hail was reported in Grapevine Lake along with several other places. Straight line winds of 70 MPH were also noted.

Case 3: May 15th 2013 was the evening of the very strong tornado in Granbury, TX. Within view of the UTA radar was a rotating supercell thunderstorm with a Tornado Warning issued by the National Weather Service. No tornado was confirmed however this case exhibited structures often associated with strong mesocyclones and tornadoes.

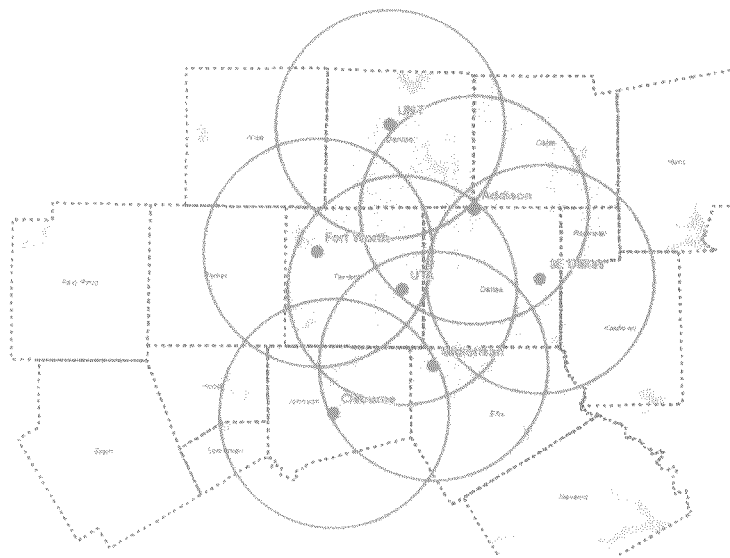
CASA WX Radar System and Products

National Weather Service Involvement:

The National Weather Service (NWS) has been and continues to be involved in the CASA WX project in every aspect from planning of the radar network to operations. This radar network will allow the NWS to have more accurate information in order to forecast and issue watches and warnings for the North Central Texas area.

Concept of Operations

CASA radars will operate when precipitation occurs in the radar network year round. During periods of operation, CASA radars continuously scan the atmosphere, focusing on the most threatening areas as they develop. Each radar sends data every 60 seconds to the DFW Radar Operations Center where CASA weather products are created.



Jurisdictions that pay the CASA WX membership dues will have access to a password protected web site that displays real-time images of these weather products. Members will receive training and also have opportunities to provide feedback on how CASA radar systems and products can best meet their decision-making needs and have the most value.

Figure 1. Locations of first 7 radars of the CASA WX radar network in north Texas. The blue dots show radar locations and the circles show the 25 mile range of the radar beams.

Web Site Features

CASA weather products are displayed over Google maps with the capability of zooming down to the neighborhood, and even to the street level. Members can animate weather products – run a movie of the most recent images – to better see and analyze trends such as the direction or intensity of a storm cell. Status indicators show if the radar network is running and if there are network, radar, or other problems. Beginning in March 2014, NWS warnings will be displayed graphically in real time as they occur. In addition, archived images will be available to pinpoint the areas hardest hit by a severe weather event for post-event analysis and follow-up.

Weather Products

CASA weather products will be rolled out in a phased approach. On a very basic level, radars work by sending out radio waves that bounce off of various “scatterers” such as raindrops, hail, debris, dust and insects, and then return a signal back to the radar.

Weather products are produced by interpreting the signals gathered by the radar network in the context of our current knowledge about weather. Frequently radar data is ingested into computer models for this interpretation.

PHASE I PRODUCTS - January 2014

Radar Reflectivity. Reflectivity measures the intensity of rainfall and can give a general indication of where hail is falling; the shape of the reflectivity field can also show super cells, lines of thunderstorms, and whether a tornado is forming or present. CASA reflectivity products are produced every minute, and weather measurements are taken every 200 ft along the radar beam. Users can select both single radar views and whole network views of reflectivity.

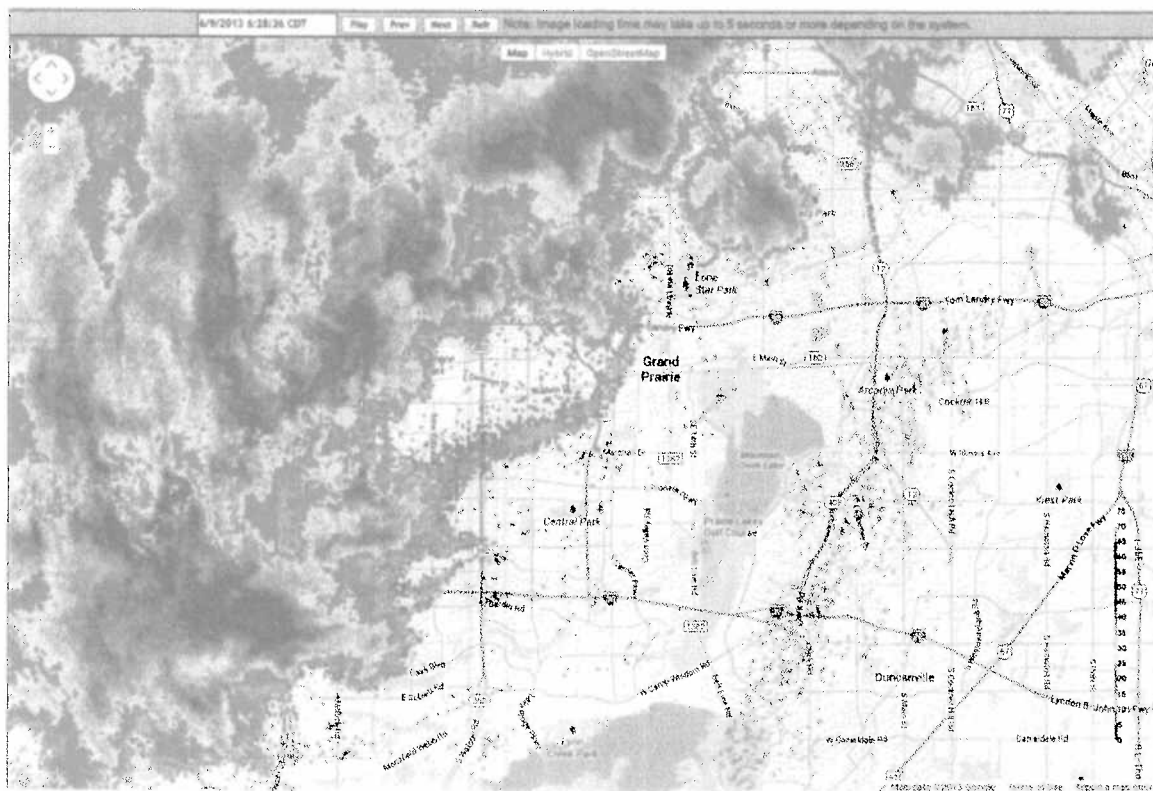


Figure 2. Radar reflectivity from CASA radar located at University of Texas, Arlington. Note the street level precision. Areas of scarlet indicate very heavy rainfall that most likely contains hail.

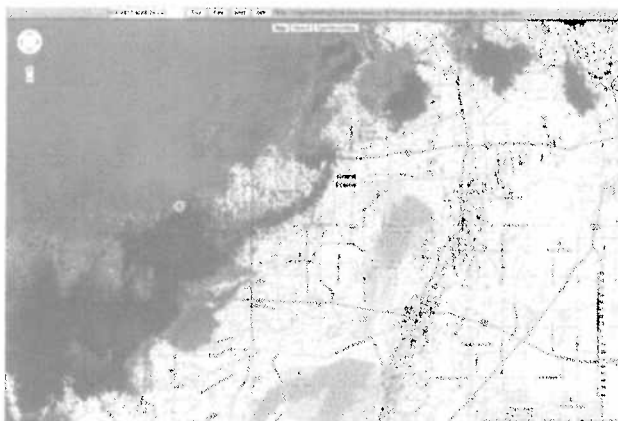


Figure 3. The bright green area indicates winds of ~40 mph over a portion of US 30.

parts of the atmosphere, so you can pinpoint where damaging winds or rotation is occurring in your community. Velocity data updates every minute, important for fast developing events.

Radar Radial Velocity. Radial velocity measures wind speed and direction relative to where the radar beam is pointing. By knowing whether the wind is moving towards (shown in shades of green) or away (shown in shades of red) from the radar, radial velocity helps diagnose which parts of a storm system are rotating and whether that rotation could be a tornado. Velocity data can also show areas of damaging non-tornadic winds. CASA velocity data is fine-grained and from the lowest

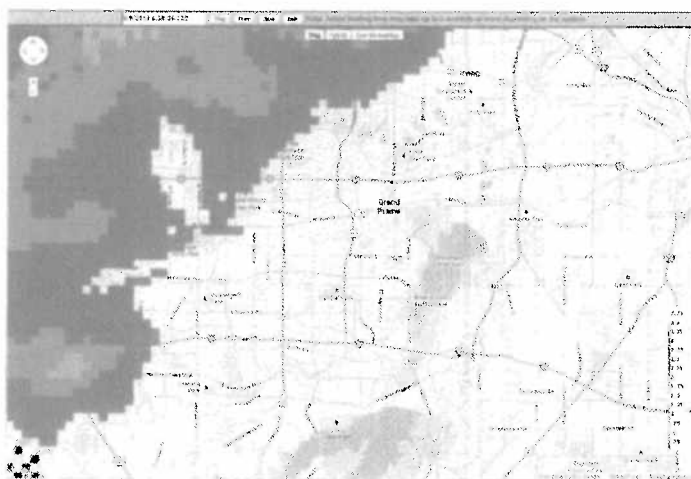


Figure 4. Hourly rainfall shows accumulation on a neighborhood scale. The green areas have received almost an inch of rain over the previous 60 minutes.

Current and Hourly Rainfall Accumulation. CASA rainfall products are the equivalent of having a rain gauge every ~800 feet in your jurisdiction. CASA's dual polarized radar beams can determine the shape and the size of precipitation as it falls to the ground. This information is very useful for determining how many inches of rain has fallen, where hail is falling, and differentiating among ice, sleet, snow, and rain. In Phase I, we will provide **Current Rainfall** products, which shows where it is raining hardest, and an

Hourly Rainfall Accumulation which indicates how many inches of rain have fallen in a given location over the past hour. Both products update every minute. As we collect feedback from users, we can create maps of rainfall accumulations for different time periods (for example, 2 hours, storm totals, 1 day, 30 day, etc.)

Advanced Dual-Polarization Products. These products are appropriate for users with advanced radar interpretation skills. For the typical user, the most relevant product is the **Correlation Coefficient** which can be used along with reflectivity and velocity data to confirm tornado touch down. This product shows the debris sent into the air by a tornado that is on the ground. In addition, **Differential Reflectivity**

PHASE II PRODUCTS - Spring 2014

During this phase, multi-radar products will be introduced to the region.

True Winds. CASA radars have overlapping coverage enabling products that show wind direction and speed, over reflectivity fields. The arrows used for wind direction make it easy to interpret wind direction in comparison to radial velocity data. This capability exists only where the radars have overlapping coverage. Data is updated each minute on a 800 ft. grid.

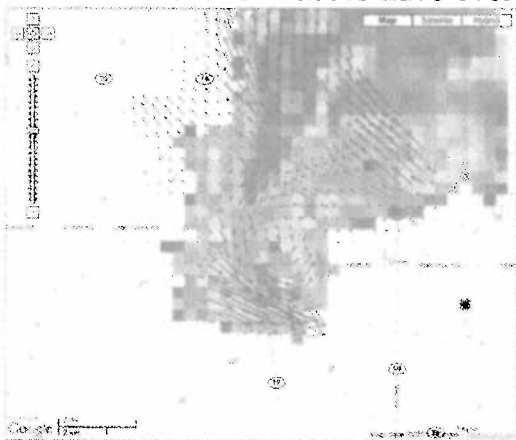


Figure 5. An example of true wind data from CASA's Oklahoma network shows a rapidly developing tornado on a street-level. This data will be available in the DFW network as soon as the radar network has sufficient overlapping coverage.

3D Gridded Analyses (3DVAR). Known officially as "three-dimensional variational analysis" (3DVAR), this product can create a three-dimensional snapshot of the atmosphere. CASA radar data are combined with a model background field and a suite of observations collected from across the Metroplex, including surface stations, aircraft sensors, other weather radars, and vertically pointed profilers. 3DVAR displays wind speed

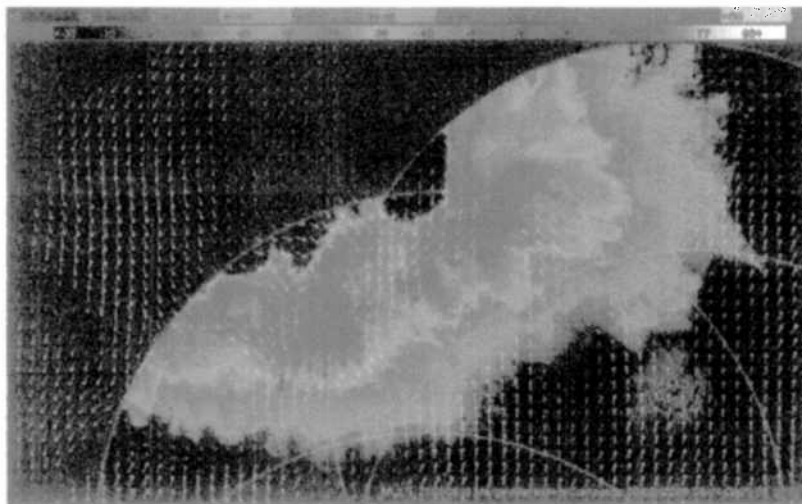


Figure 6. A 3D Gridded Analysis product from the Oklahoma test bed shows reflectivity, high winds in excess of 90 mph (scarlet arrows), and tornadic rotation, shown by the arrows going in a circular direction in the center, right part of the storm.

and direction in both single radar and multi-radar coverage areas. In addition, this technique produces an accurate method for viewing a variety of weather fields, such as surface temperature, dewpoint, pressure, and radar reflectivity and velocity. Advanced weather fields useful for severe weather diagnosis, such as CAPE (Convective Available Potential Energy), vertical shear, and helicity can also be made

provides information on the shape of the precipitation, and **Specific Differential Phase** helps to detect heavy rain.

available. This product will be produced every five minutes, on a $\frac{1}{4}$ mile grid across a 100 mile x 100 mile region centered around the Metroplex.

Short Term Forecast. This patented NOWCAST technique predicts where a storm is likely to travel within the next 20 minutes. A new prediction is created every 1 minute on an ~800 ft grid across the radar network.

PHASE III

Storm-scale, Numerical Model Forecasts. A high-resolution numerical model is run in real-time to create short-term, storm-scale predictions. The model is run over an approximate 185 x 185 mile domain centered on the DFW Metroplex and includes all of the data used in the 3D Gridded Analyses. New forecasts will be produced every 30 minutes, with forecasts projected out to 3 hours. Variable output will be similar to that produced by the 3D Gridded Analysis, with a variety of surface-based and storm-diagnostic variables available for viewing, including model forecasts of radar reflectivity, velocity, and shear. Output will be made available from 30 minute, 1 hour, 2 hour and 3 hour forecast model projections with a resolution of about $\frac{2}{3}$ mile (1km) grid. Note that forecasts will only be produced in anticipation of convective events.

Snow, Ice, Sleet, Hail Products. By Jan 2015, new products will be introduced that indicate the type of precipitation being observed and can distinguish among rain, hail, sleet, ice and snow.

#17

1202

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
ELLIS COUNTY AND NAVARRO COUNTY FOR THE
PURCHASE AND SALE OF MODULAR OFFICE EQUIPMENT**

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into by and between Ellis County, Texas, AND Navarro County, Texas, both of which are political subdivisions of the State of Texas (hereinafter referred to as "Ellis Co." and "Navarro Co.", respectively).

WHEREAS, the contract is made under the authority of Sections 791.001-791.029 of the Texas Government Code; and

WHEREAS, Navarro Co. desires to acquire certain property consisting of modular office equipment (hereinafter referred to as "Equipment") that is owned by Ellis Co. but is no longer in use for its intended purpose; and

WHEREAS, Ellis Co. desires to sell the Equipment to Navarro Co. under the authority of Section 263.152 of the Texas Local Government Code; and

WHEREAS, the governing bodies of each county find that the subject of this agreement is necessary for the benefit of the public and that each county has the legal authority to perform and to provide the governmental function or service which is the subject matter of this agreement; furthermore, the governing bodies find that the performance of this agreement is in the common interest of both parties.

NOW, THEREFORE, Ellis Co. and Navarro Co. mutually agree as follows:


GENERAL PROVISIONS

- A. Ellis Co. desires to sell certain pieces of modular office equipment to Navarro Co. that are no longer being used for their intended purposes.
- B. Ellis Co. warrants that it is the lawful owner in every respect of all of the described modular office equipment and that it is free and clear of all liens, security agreements, encumbrances, claims, demands, and charges of every kind whatsoever.
- C. Navarro Co. agrees to purchase the Equipment from Ellis Co. for the amount of one-hundred and fifty dollars (\$150.00) as consideration.
- D. It shall be the responsibility of Navarro Co. to coordinate and cause the physical delivery of the Equipment from Ellis Co. within 30 days. Ellis Co. retains the right to sell or otherwise dispose of the Equipment if Navarro Co. does not take possession of the Equipment within 30 days.

- E. The equipment is sold "as-is" without any warranties, express or implied, as to the condition of such property.
- F. This Agreement may not be altered, amended, or modified except in writing signed by all parties to this Agreement.
- G. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will have no effect on the remaining provisions of this Agreement.
- H. The failure of either party to comply with the terms and conditions of this Agreement will constitute a breach of this Agreement. Either party will be entitled to any and all rights and remedies allowed under Texas law for any breach of this Agreement by the other party.
- I. The waiver by either party of a breach of this Agreement will not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision. Nothing in this Agreement is intended by either party to constitute a waiver of any immunity from suit or liability to which it is entitled under applicable law.
- J. This Interlocal Cooperative Agreement constitutes the entire Agreement between the parties. No other agreement, statement, or promise relating to the subject matter of this Agreement and which is not contained in this Agreement or incorporated by reference in this Agreement will be valid or binding.

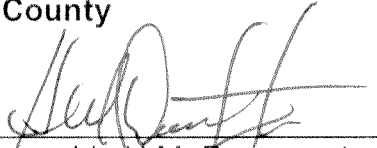
EXECUTED on the last day of formal acceptance by signature as indicated below.

Ellis County

By: 
Honorable Carol Bush
Ellis County Judge

September 9, 2013
Date

Navarro County

By: 
Honorable H.M. Davenport, Jr.
Navarro County Judge

November 12, 2013
Date

#18

1204



NAVARRO COUNTY AUDITOR'S OFFICE

300 West Third Avenue, Suite 10
Corsicana, TX 75110-4672
E-mail: khollomon@navarrocounty.org

Kathy B. Hollomon, CPA
County Auditor

Phone: (903) 654-3095 Fax: (903) 654-3097

Terri Gillen, First Assistant
Brittney Simon, Internal Auditor
Natalie Robinson, Assistant
Patty Wells, Assistant
Anne Johnson, Assistant
Gloria Turner, Assistant

November 7, 2013

To: H. M. Davenport, County Judge
Jason Grant, Commissioner Pct 1
Dick Martin, Commissioner Pct 2
David Warren, Commissioner Pct 3
James Olsen, Commissioner Pct 4

Re: Request for Agenda Items

Please include the following on the agenda for the Commissioner Court meeting scheduled to be held Tuesday, November 12, 2013

Consent Agenda Items:

Approve and pay bills as submitted by the County Auditor, including payroll (paid 10/31/2013)

Regular Agenda Items:

Consideration of approving Modification 3 to HIDTA grant G13NT0001A

Consideration of approving Agreement for Services for Term for Navarro County Justice Center with Lincare, Inc. for inmate health care

Consideration of approving Equitable Sharing Agreement and Certification for Navarro County Sheriff's Office for FY ending 9/30/2013

Sincerely,

Kathy B. Hollomon, County Auditor

Cc: Sherry Dowd, County Clerk; Julie Forgyson, Commissioner's Administrative Assistant



1205

October 21, 2013

Judge H. M. Davenport
Navarro County
300 W 3rd Avenue, Suite 10
Corsicana, TX 75110

Dear Judge Davenport:

Grant number G13NT0001A has been increased and now totals \$2,496,770.00.

The original of Modification 3 is enclosed. If you accept this Modification, sign the Modification and return a copy to the Assistance Center in Miami. Keep the original Modification for your file.

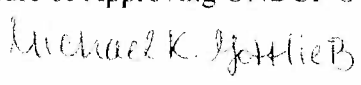
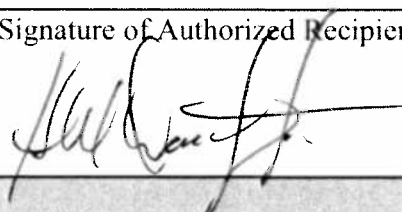
All terms and conditions of the original award apply to the Modification. If you have any questions pertaining to this grant award, please feel free to contact Lisa Newton at (202) 395-6639.

Sincerely,

Michael K. Gottlieb

Michael K. Gottlieb
National HIDTA Director

Enclosures

Executive Office of the President Office of National Drug Control Policy		AWARD Grant	Page 1 of 1
1. Recipient Name and Address Judge H. M. Davenport Navarro County 300 W 3rd Avenue Suite 10 Corsicana, TX 75110		4. Award Number: G13NT0001A	
		5. Grant Period: From 01/01/2013 to 12/31/2014	
1A. Subrecipient IRS/Vendor No.	6. Date: 10/21/2013	7. Action Initial <input checked="" type="checkbox"/> Supplemental	
Subrecipient Name and Address	8. Supplement Number 3		
2A. Subrecipient IRS/Vendor No.:	9. Previous Award Amount:		\$2,496,018.00
3. Project Title	10. Amount of This Award:		\$752.00
	11. Total Award:		\$2,496,770.00
12. • The above grant is approved subject to such conditions or limitation as are set forth in the original Grant.			
13. Statutory Authority for Grant: Public Law 113-6			
AGENCY APPROVAL		RECIPIENT ACCEPTANCE	
14. Typed Name and Title of Approving Official Michael K. Gottlieb National HIDTA Director		15. Typed Name and Title of Authorized Official H. M. Davenport Navarro County	
16. Signature of Approving ONDCP Official 		17. Signature of Authorized Recipient/Date 	
AGENCY USE ONLY			
18. Accounting Classification Code DUNS: 071371363 EIN: 1756001092A1		19. HIDTA AWARD OND1070DB1314XX OND6113 OND2000000000 OC 410001 JID: 36750	

Initiative Cash by HIDTA

FY 2013

Current Budget (net of reprogrammed funds)

HIDTA	Agency Name	Initiative	Cash	Type	Grant
North Texas	Navarro County Sheriff's Office	Commercial Smuggling Initiative	75,010.00	Investigation	G13NT0001A
		East Texas Violent Crimes Initiative	37,800.00	Investigation	G13NT0001A
		Eastern Drug Initiative	209,339.00	Investigation	G13NT0001A
		Management and Coordination	414,163.00	Administration	G13NT0001A
		North Texas SAR	1,000.00	Investigation	G13NT0001A
		Northern Drug Initiative	70,700.00	Investigation	G13NT0001A
		Operations Support Center	728,326.00	Operations Support	G13NT0001A
		Regional Intelligence Support Center	683,657.00	Intelligence	G13NT0001A
		Southern Money Laundering Initiative	12,000.00	Investigation	G13NT0001A
		Training	47,435.00	Operations Support	G13NT0001A
		Violent Crime Initiative	56,600.00	Investigation	G13NT0001A
		Western Drug Initiative	160,740.00	Investigation	G13NT0001A
		Agency Total : Navarro County Sheriff's Office	2,496,770.00		

Total

2,496,770.00

1208

Budget Detail

2013 - North Texas

Initiative - Regional Intelligence Support Center

Award Recipient - Navarro County (G13NT0001A)

Resource Recipient - Navarro County Sheriff's Office

<i>Current Budget (net of reprogrammed funds)</i>		\$752.00
Services	Quantity	Amount
Services		\$752.00
Total Services		\$752.00
Total Budget		\$752.00

11/06/2013

RE : Pricing Agreement for Patient
Darrell Cook DOB 7-27-67

90-07-64-14 / Corsicana, TX

Navarro County Justice Center
Inmate Care
300 W. 3rd Ave
Corsicana, TX 75110
Office / 903-654-3095
Fax / 903-654-3097

Dear Navarro County Justice Center,

SUBJECT: AGREEMENT FOR SERVICES FOR TERM FOR NAVARRO COUNTY JUSTICE CENTER

THIS AGREEMENT is made by and between Navarro County Justice Center and Lincare, Inc for the provision of services for Darrell Cook only.

Term of Agreement: from 11/06/2013 and shall continue through and until the patient is no longer in need of Inmate care.

Termination: either party may terminate this agreement by providing no less than thirty (30) days prior written notice.

Lincare, Inc shall:

- Provide equipment and services at the rates set forth herein.

E1390 Oxygen Concentrator	\$150.00 / per month
E- Tank refills	\$10.00 / each
Nasal Cannulas	\$3.00 / each
Neb kits	\$2.00 / each
Regulator	\$ 29.65 / per month

- Bill services within thirty (30) days to Navarro County Justice Center.
- *Lincare, Inc* will not look to the patient for payment for services provided under this Agreement.
- Follow all accreditation guidelines related to safety, education, patient rights and responsibilities, and emergency procedures for rented and/or loaned equipment provided by Provider pursuant to this Agreement;

Navarro County Justice Center shall:

- Pay to *Lincare* within thirty (30) days of the date of Provider's invoice.

All services rendered are based on a monthly fee and are not to be pro-rated.

- 2 -

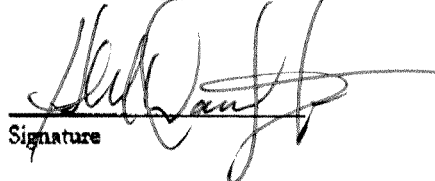
November 6, 2013

Lincare, Inc



Catherine McGonagill
Director of Contracting and Business Information Services
cc: *Jill Parker*
Kevin Turman
Aleesa Hunt

Navarro County Justice Center


Signature

1211

Lincare Inc.

927 N PALESTINE ST
ATHENS TEXAS 75751
903 675-1058
903 675-5471 fax

**Fax**

To: Terry	From: Brandy Boswell – Center Mgr
Fax: 903-654-3097	Pages: 3
Phone: 903-654-3095	Date: 11-6-13
Re: Inmate Care -	CC:

☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply

Patient Darrell Cook -

Thank you so very much for your help!

Brandy Boswell



Equitable Sharing Agreement and Certification



OMB Number 1123-0011
Expires 9-30-2014

- ☐ Police Department ☒ Sheriff's Office ☐ Task Force (Complete Table A)
☐ Prosecutor's Office ☐ National Guard Counterdrug Unit ☐ Other

* Please fill each required field. Hover mouse over any fillable field for pop-up instructions. *

Agency Name: Navarro County Sheriff's Office

NCIC/ORI/Tracking Number:

T	X	1	7	5	0	0	0	0
---	---	---	---	---	---	---	---	---

Mailing Address: 300 W. Third Ave., Ste. 10

City: Corsicana

State: TX

Zip: 75110

Finance Contact: First: Kathy

Last: Hollomon

Phone: 903-654-3095

E-mail: khollomon@navarrocounty.org

Preparer:

First: Terri

Last: Gillen

☐ Same as
Finance Contact

Phone: 903-654-3095

E-mail: tgillen@navarrocounty.org

Independent Public Accountant:

E-mail: khollomon@navarrocounty.org

Last FY End Date: 09/30/2013

Agency Current FY Budget:

\$9,536,139.00

- ☐ **New Participant:** Read the Equitable Sharing Agreement and sign the Affidavit.
- ☒ **Existing Participant:** Complete the Annual Certification Report, read the Equitable Sharing Agreement, and sign the Affidavit.
- ☐ **Amended Form:** Revise the Annual Certification Report, read the Equitable Sharing Agreement, and sign the Affidavit.

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)	\$323,458.00	
2	Federal Sharing Funds Received		
3	Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (To populate, complete Table B)		
4	Other Income		
5	Interest Income Accrued Non-Interest Bearing <input type="radio"/> Interest Bearing <input checked="" type="radio"/>	\$969.87	
6	Total Equitable Sharing Funds (total of lines 1 - 5)	\$324,427.87	\$0.00
7	Federal Sharing Funds Spent (total of lines a - m below)	\$128,775.00	\$0.00
8	Ending Balance (difference between line 7 and line 6)	\$195,652.87	\$0.00

¹ Justice Agencies are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA.

² Treasury Agencies are: IRS, ICE, CBP, TTB, USSS, and USCG.

1213

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Total spent on salaries under permitted salary exceptions		
b	Total spent on overtime		
c	Total spent on informants, "buy money", and rewards		
d	Total spent on travel and training		
e	Total spent on communications and computers		
f	Total spent on weapons and protective gear		
g	Total spent on electronic surveillance equipment		
h	Total spent on buildings and improvements		
i	Total transfers to other participating state and local law enforcement agencies (To populate, complete Table C)		
j	Total spent on other law enforcement expenses (To populate, complete Table D)	\$128,775.00	
k	Total Expenditures in Support of Community-Based Programs (To populate, complete Table E)		
l	Total Windfall Transfers (To populate, complete Table F)		
m	Total spent on matching grants (To populate, complete Table G)		
n	Total	\$128,775.00	\$0.00
o	Did your agency receive non-cash assets? <input type="radio"/> Yes <input checked="" type="radio"/> No If yes, complete Table H.		

Please fill out the following tables, if applicable.

Table A: Members of Task Force

Agency Name	NCIC/ORI/Tracking Number
<input type="text"/>	<input type="text"/>

Table B: Equitable Sharing Funds Received from other Agencies

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name: <input type="text"/>	<input type="text"/>	<input type="text"/>
NCIC/ORI/Tracking Number: <input type="text"/>	<input type="text"/>	<input type="text"/>

Table C: Equitable Sharing Funds Transferred to Other Agencies

Receiving Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name: <input type="text"/>	<input type="text"/>	<input type="text"/>
NCIC/ORI/Tracking Number: <input type="text"/>	<input type="text"/>	<input type="text"/>

Table D: Other Law Enforcement Expenses

Description of Expense	Justice Funds	Treasury Funds
Armored Lenco Bearcat Vehicle	\$128,775.00	

Table E: Expenditures in Support of Community-Based Programs

Recipient	Justice Funds	

Table F: Windfall Transfers

Recipient	Justice Funds	Treasury Funds

Table G: Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Table H: Other Non-Cash Assets Received

Source	Description of Asset
Justice <input type="radio"/>	
Treasury <input type="radio"/>	

Table I: Civil Rights Cases

Name of Case	Type of Discrimination Alleged			
	<input type="checkbox"/> Race	<input type="checkbox"/> Color	<input type="checkbox"/> National Origin	<input type="checkbox"/> Gender
	<input type="checkbox"/> Disability	<input type="checkbox"/> Age	<input type="checkbox"/> Other	

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section, 1400 New York Avenue, N.W., Washington, DC 20005.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By its signatures, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal Equitable Sharing Program. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. Submission. This Document must be submitted to aca.submit@usdoj.gov within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature submitted by fax. This will constitute submission to the Department of Justice and the Department of the Treasury.

2. Signatories. This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the person who allocates funds or approves the budget for the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor.

3. Uses. Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal Equitable Sharing Program as set forth in the current edition of the Department of Justice's *Guide to Equitable Sharing for State and Local Law Enforcement (Justice Guide)*, and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide)*.

4. Transfers. Before the Agency transfers cash, property, or proceeds to other state or local law enforcement agencies, it must first verify with the Department of Justice or the Department of the Treasury, depending on the source of the funds, that the receiving agency is a current and compliant Equitable Sharing Program participant.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal equitable sharing account.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public funds as supplemented by requirements set forth in the current edition of the *Justice Guide* and the *Treasury Guide*, including the requirement in the *Justice Guide* to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Justice or Treasury Guides*, depending on the source of the funds/property.

6. Audit Report. Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits.

Affidavit - Existing Participant

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Justice* and/or *Treasury Guides* during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above? ☐ Yes ☒ No

If you answered yes to the above question, complete Table I

Agency Head

Signature: _____
 Name: Elmer Tanner
 Title: County Sheriff
 Date: _____
 E-mail: etanner@navarrocounty.org

Governing Body Head

Signature: _____
 Name: H.M. Davenport, Jr.
 Title: County Judge
 Date: November 12, 2013
 E-mail: hdavenport@navarrocounty.org

Subscribe to Equitable Sharing Wire:

The Equitable Sharing Wire is an electronic newsletter that gives you important, substantive, information regarding Equitable Sharing policies, practices, and procedures.

Final Instructions:

- Step 1: Click to save for your records
 Step 2: Click to save in XML format

- Step 3: E-mail the XML file to aca.submit@usdoj.gov
 Step 4: Fax THIS SIGNED PAGE ONLY to (202) 616-1344

FOR AGENCY USE ONLY
 Entered by _____

Entered on _____

☐ FY End: 09/30/2013

☒ NCIC: TX1750000

☐

State: TX Finance Contact: Kathy Hollomon



Date Printed: October 09, 2013 11:04

Agency: Navarro County Sheriff's Office

Phone: 903-654-3095

E-mail: khollomon@navarrocounty.org