

NAVARRO COUNTY COMMISSIONER'S COURT

A SPECIAL MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON MONDAY THE, 24TH DAY OF OCTOBER, 2011 AT 10:00 A.M., IN THE COUNTY COURTROOM IN THE NAVARRO COUNTY COURTHOUSE, CORSICANA, TEXAS. PRESIDING JUDGE HM DAVENPORT, COMMISSIONERS PRESENT KIT HERRINGTON, DICK MARTIN, DAVID WARREN, AND JAMES OLSEN

1. 10:03A.M. MOTION TO CONVENE BY HERRINGTON SEC BY WARREN
ALL VOTED AYE MOTION CARRIED
2. OPENING PRAYER BY COMMISSIONERS OLSEN
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENTS- NO COMMENTS

CONSENT AGENDA

MOTION TO APPROVE CONSENT AGENDA 5-10 BY HERRINGTON SEC BY MARTIN
ALL VOTED AYE MOTION CARRIED

5. MOTION TO APPROVE MINUTES FROM MEETINGS OF OCTOBER 11, 2011, OCTOBER 18, 2011 AND OCTOBER 20, 2011.
6. MOTION TO APPROVE AND PAY BILLS AS SUBMITTED BY THE COUNTY AUDITOR, INCLUDING CURRENT BILLS, AND PAYROLL (PAID 10/14/2011)

REGULAR AGENDA

7. NO ACTION TAKEN ON BURN BAN
8. MOTION TO APPROVE THE PROPERTY TAX COLLECTION REPORT, RUSSELL HUDSON BY OLSEN SEC BY WARREN
ALL VOTED AYE MOTION CARRIED **TO WIT PG 849-854**

9. MOTION TO APPROVE FISCAL YEAR 2010-2011 ANNUAL PROPERTY TAX COLLECTION REPORT, RUSSELL HUDSON BY MARTIN SEC BY OLSEN
TO WIT PG 855-858
 ALL VOTED AYE MOTION CARRIED
10. MOTION TO APPROVE RESOLUTION AUTHORIZING COUNTY HOME/DELIVERED MEAL GRANT PROGRAM FOR HOMEBOUND, ELDERLY PERSON, AND OR PERSONS WITH DISABILITIES BY HERRINGTON SEC BY MARTIN
TO WIT PG 859
 ALL VOTED AYE MOTION CARRIED
11. MOTION TO APPROVE TO ACCEPT THE TAC RETIREE MEDICAL PROGRAM 2012 MEDICARE SUPPLEMENT RENEWAL RATES FOR NAVARRO COUNTY RETIREES OVER 65 EFFECTIVE 1/1/2012 BY HERRINGTON SEC BY MARTIN
TO WIT PG 860-862
 ALL VOTED AYE MOTION CARRIED
12. MOTION TO APPROVE TREASURER'S REPORT BY HERRINGTON SEC BY OLSEN
TO WIT PG 863-864
 ALL VOTED AYE MOTION CARRIED
13. MOTION TO APPROVE GENERAL FUND REVENUE ACCOUNT TO APPLY ROYALTY MONEY RECEIVED FROM COAST TO COAST RX PRESCRIPTION CARD BY MARTIN SEC BY HERRINGTON
 ALL VOTED AYE MOTION CARRIED
14. MOTION TO APPROVER INTERLOCAL AGREEMENT WITH THE CITY OF CORSICANA DRUG TASKFORCE AGREEMENT BY HERRINGTON SEC BY MARTIN
TO WIT PG 865-868
 ALL VOTED AYE MOTION CARRIED
15. MOTION TO APPROVE OF LEASE AGREEMENT WITH XEROX FOR DISTRICT CLERK OFFICE FOR ADDING SCANNING KIT TO THEIR EXISTING MACHINE AS REQUESTED AND APPROVED FOR FY 2012 BY OLSEN SEC BY WARREN
TO WIT PG 869-870
 ALL VOTED AYE MOTION CARRIED
16. MOTION TO APPROVE LEASE AGREEMENT WITH XEROX FOR COUNTY CLERK OFFICE, THE REPLACEMENT OF THE (PUBLIC USE) COPIER AND REDUCING ITS ANNUAL COST BY \$76.92 PER YEAR BY MARTIN SEC BY WARREN
TO WIT PG 871-873
 ALL VOTED AYE MOTION CARRIED

17. MOTION TO APPROVE TO ACCEPT THE CHAPTER 59 ASSET FORFEITURE REPORT BY LAW ENFORCMENT AGENCY AND EQUITABLE SHARING AGREEMENT AND CERTIFICATION FOR FY 2011 BY HERRINGTON SEC BY OLSEN TO WIT PG 874-887
ALL VOTED AYE MOTION CARRIED
18. MOTION TO GO INTO EXECUTIVE SESSION PURSUANT TO THE TEXAS GOVERNMENT CODE SECTION 551.074 TO DISCUSS PERSONNEL BY HERRINGTON SEC BY MARTIN
ALL VOTED AYE MOTION CARRIED
MOTION TO COME OUT OF EXECUTIVE SESSION BY HERRINGTON SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED
MOTION TO RECESS UNTIL 1:00 BY OLSEN SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED
MOTION TO GO BACK INTO EXECUTIVE SESSION BY OLSEN SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED
MOTION TO GO BACK INTO REGULAR SESSION BY OLSEN SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED
19. MOTION TO APPROVE ACTION TAKEN ON EXECUTIVE SESSION PURSUANT TO THE GOVERNMENT CODE SECTION 551.074 TO DISCUSS PERSONNEL TO APPROVE APPOINTING AMANDA DOAN PUTMAN AS THE COUNTY COURT AT LAW JUDGE BY JUDGE DAVENPORT SEC BY WARREN
ALL VOTED AYE MOTION CARRIED
20. MOTION TO ADJOURN BY MARTIN SEC BY 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 OCTOBER 24TH, 2011.

SIGNED 24TH DAY OF OCTOBER 2011.


SHERRY DOWD, COUNTY CLERK



849

8#

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

FILED FOR RECORD
AT 10:00 O'CLOCK 6 M.

OCT 24 2011

SHERRY DOWD
COUNTY CLERK NAVARRO COUNTY, TEXAS
BY:  DEPUTY

TOTAL PAGES INCLUDING COVER SHEET 6

NAVARRO COUNTY , TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING SEPTEMBER 2011

058

| DESCRIPTION | TAXES | DISCOUNT | PENALTY & INTEREST | SUBTOTAL | COLLECTION FEE | RENDITION PENALTY CAD % | NET TAXES DUE | MEMO ONLY ATTY FEES | % CURRENT COLLECTED |
|--------------------------|-----------|----------|--------------------|-----------|----------------|-------------------------|---------------|---------------------|---------------------|
| NAVARRO COUNTY | | | | | | | | | LEVY |
| CURRENT | 45,267.19 | | 8,827.69 | 54,094.88 | | 5.81 | 54,089.07 | 10,661.50 | 16,028,200.24 |
| DELINQUENT | 13,869.45 | | 5,819.76 | 19,689.21 | | | 19,689.21 | 3,814.20 | % |
| TOTAL | 59,136.64 | - | 14,647.45 | 73,784.09 | - | 5.81 | 73,778.28 | 14,475.70 | 0.28% |
| NAVARRO COLLEGE | | | | | | | | | LEVY |
| CURRENT | 8,920.51 | | 1,739.47 | 10,659.98 | | 1.11 | 10,658.87 | 2,101.06 | 3,112,064.50 |
| DELINQUENT | 2,979.77 | - | 1,306.13 | 4,285.90 | | | 4,285.90 | 829.22 | % |
| TOTAL | 11,900.28 | - | 3,045.60 | 14,945.88 | - | 1.11 | 14,944.77 | 2,930.28 | 0.29% |
| CITY OF RICE | | | | | | | | | LEVY |
| CURRENT | 724.45 | - | 143.51 | 867.96 | 39.51 | | 828.45 | 173.60 | 123,433.71 |
| DELINQUENT | 533.35 | | 172.06 | 705.41 | 45.69 | | 659.72 | 135.78 | % |
| TOTAL | 1,257.80 | - | 315.57 | 1,573.37 | 85.20 | | 1,488.17 | 309.38 | 0.59% |
| CITY OF KERENS | | | | | | | | | LEVY |
| CURRENT | 2,732.01 | | 543.36 | 3,275.37 | | | 3,275.37 | 655.09 | 246,776.37 |
| DELINQUENT | 369.06 | - | 147.60 | 516.66 | | | 516.66 | 103.32 | % |
| TOTAL | 3,101.07 | - | 690.96 | 3,792.03 | - | | 3,792.03 | 758.41 | 1.11% |
| CITY OF CORSICANA | | | | | | | | | LEVY |
| CURRENT | 13,438.48 | - | 2,592.79 | 16,031.27 | | 5.79 | 16,025.48 | 3,103.24 | 7,665,883.64 |
| DELINQUENT | 7,114.54 | - | 3,001.12 | 10,115.66 | | | 10,115.66 | 2,018.98 | % |
| TOTAL | 20,553.02 | - | 5,593.91 | 26,146.93 | - | 5.79 | 26,141.14 | 5,122.22 | 0.18% |

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING SEPTEMBER 2011

| DESCRIPTION | TAXES | DISCOUNT | PENALTY & INTEREST | SUBTOTAL | COLLECTION FEE | RENDITION PENALTY | NET TAXES DUE | MEMO ONLY ATTY FEES | % CURRENT COLLECTED |
|-------------------------|--------|----------|--------------------|----------|----------------|-------------------|---------------|---------------------|---------------------|
| CITY OF BARRY | | | | | | | | | LEVY |
| CURRENT | | | | - | | | - | | 15,240.75 |
| DELINQUENT | 48.71 | | 15.73 | 64.44 | | | 64.44 | 12.89 | % |
| TOTAL | 48.71 | - | 15.73 | 64.44 | - | | 64.44 | 12.89 | 0.00% |
| CITY OF EMHOUSE | | | | | | | | | LEVY |
| CURRENT | 29.32 | - | 5.86 | 35.18 | | | 35.18 | 7.03 | 8,654.36 |
| DELINQUENT | | | | - | | | - | | % |
| TOTAL | 29.32 | - | 5.86 | 35.18 | - | | 35.18 | 7.03 | 0.34% |
| CITY OF RICHLAND | | | | | | | | | LEVY |
| CURRENT | 94.76 | - | 18.65 | 113.41 | | | 113.41 | 22.75 | 15,107.71 |
| DELINQUENT | 4.92 | | 1.57 | 6.49 | | | 6.49 | 1.30 | % |
| TOTAL | 99.68 | - | 20.22 | 119.90 | - | | 119.90 | 24.05 | 0.63% |
| CITY OF GOODLOW | | | | | | | | | LEVY |
| CURRENT | 12.72 | - | 2.50 | 15.22 | 0.69 | | 14.53 | 3.04 | 3,397.15 |
| DELINQUENT | 8.86 | | 5.91 | 14.77 | 1.53 | | 13.24 | 2.96 | % |
| TOTAL | 21.58 | - | 8.41 | 29.99 | 2.22 | | 27.77 | 6.00 | 0.37% |
| CITY OF FROST | | | | | | | | | LEVY |
| CURRENT | 705.90 | | 139.25 | 845.15 | 38.35 | | 806.80 | 169.02 | 72,102.15 |
| DELINQUENT | | | | - | | | | | % |
| TOTAL | 705.90 | - | 139.25 | 845.15 | 38.35 | | 806.80 | 169.02 | 0.98% |
| CITY OF DAWSON | | | | | | | | | LEVY |
| CURRENT | 118.43 | | 23.70 | 142.13 | | | 142.13 | 28.42 | 72,213.76 |
| DELINQUENT | 200.43 | | 107.26 | 307.69 | | | 307.69 | 58.20 | % |
| TOTAL | 318.86 | - | 130.96 | 449.82 | - | | 449.82 | 86.62 | 0.16% |

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NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING SEPTEMBER 2011

| DESCRIPTION | TAXES | DISCOUNT | PENALTY & INTEREST | SUBTOTAL | COLLECTION FEE | RENDITION PENALTY | NET TAXES DUE | MEMO ONLY ATTY FEES | % CURRENT COLLECTED |
|------------------------------|------------|----------|--------------------|------------|----------------|-------------------|---------------|---------------------|---------------------|
| CITY-BLOOMING GROVE | | | | | | | | | LEVY |
| CURRENT | 67.85 | | 13.58 | 81.43 | | | 81.43 | 16.29 | 97,259.71 |
| DELINQUENT | 271.30 | | 180.92 | 452.22 | | | 452.22 | 48.60 | % |
| TOTAL | 339.15 | - | 194.50 | 533.65 | - | | 533.65 | 64.89 | 0.07% |
| NAVARRO COUNTY ESD #1 | | | | | | | | | LEVY |
| CURRENT | 1,217.95 | - | 235.84 | 1,453.79 | 64.78 | | 1,389.01 | 290.20 | 114,680.02 |
| DELINQUENT | 100.29 | - | 37.51 | 137.80 | 10.17 | | 127.63 | 27.62 | % |
| TOTAL | 1,318.24 | - | 273.35 | 1,591.59 | 74.95 | | 1,516.64 | 317.82 | 1.06% |
| BLOOMING GROVE ISD | | | | | | | | | LEVY |
| CURRENT | 4,431.59 | | 878.23 | 5,309.82 | | | 5,309.82 | 1,061.98 | 1,394,181.10 |
| DELINQUENT | 1,266.40 | | 231.63 | 1,498.03 | | | 1,498.03 | 187.63 | % |
| TOTAL | 5,697.99 | - | 1,109.86 | 6,807.85 | - | | 6,807.85 | 1,249.61 | 0.32% |
| DAWSON ISD | | | | | | | | | LEVY |
| CURRENT | 1,520.44 | | 298.55 | 1,818.99 | | | 1,818.99 | 363.82 | 1,216,769.52 |
| DELINQUENT | 1,240.18 | | 459.50 | 1,699.68 | | | 1,699.68 | 339.55 | % |
| TOTAL | 2,760.62 | - | 758.05 | 3,518.67 | - | | 3,518.67 | 703.37 | 0.12% |
| RICE ISD | | | | | | | | | LEVY |
| CURRENT | 3,899.89 | | 772.03 | 4,671.92 | | | 4,671.92 | 934.41 | 1,386,822.76 |
| DELINQUENT | 2,762.57 | | 1,242.67 | 4,005.24 | | | 4,005.24 | 758.16 | % |
| TOTAL | 6,662.46 | - | 2,014.70 | 8,677.16 | - | | 8,677.16 | 1,692.57 | 0.28% |
| CORSICANA ISD | | | | | | | | | LEVY |
| CURRENT | 30,825.74 | | 5,899.29 | 36,725.03 | | | 36,725.03 | 7,037.77 | 17,139,518.87 |
| DELINQUENT | 20,560.33 | | 7,698.81 | 28,259.14 | | | 28,259.14 | 5,592.41 | % |
| TOTAL | 51,386.07 | | 13,598.10 | 64,984.17 | | | 64,984.17 | 12,630.18 | 0.18% |
| GRAND TOTAL | 165,337.39 | - | 42,562.48 | 207,899.87 | 200.72 | 12.71 | 207,686.44 | 40,560.04 | |

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NAVARRO COUNTY, TEXAS
 AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING SEPTEMBER 2011

853

MEMO:

| | |
|------------------|-----------------------------|
| TOTAL COLLECTED | <u>248,459.91</u> |
| ROLLBACK TAXES | <u> </u> |
| TAX CERTIFICATES | <u>1,090.00</u> |
| HOT CK FEES | <u>30.00</u> |

YR-TO-DATE % CURRENT COLLECTED:

| | | | |
|-----------|---------------|---------------|---------------|
| COUNTY | <u>97.24%</u> | GOODLOW | <u>71.06%</u> |
| COLLEGE | <u>97.16%</u> | FROST | <u>93.29%</u> |
| RICE | <u>94.86%</u> | CITY-DAWSON | <u>91.99%</u> |
| KERENS | <u>93.90%</u> | CITY-BL GROVE | <u>96.71%</u> |
| CORSICANA | <u>97.84%</u> | NC ESD #1 | <u>96.03%</u> |
| BARRY | <u>95.28%</u> | B G ISD | <u>95.70%</u> |
| EMHOUSE | <u>87.54%</u> | DAWSON ISD | <u>95.92%</u> |
| RICHLAND | <u>94.09%</u> | RICE ISD | <u>95.32%</u> |
| | | CORSICANA ISD | <u>97.55%</u> |

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH OF SEPTEMBER 2011

854

| | TAXES | PENALTY & INTEREST | SUBTOTAL | RENDITION PENALTY CAD % | NET TAXES DUE | MEMO ONLY ATTORNEY FEES |
|-------------------------|------------------|-----------------------|------------------|-------------------------------|---------------------|-------------------------------|
| CURRENT TAXES | | | | | | |
| COUNTY | 36,710.75 | 7,158.70 | 43,869.45 | 4.70 | 43,864.75 | 8,643.34 |
| ROAD & BRIDGE | 7,870.37 | 1,535.47 | 9,405.84 | 0.98 | 9,404.86 | 1,856.61 |
| FLOOD CONTROL | 686.07 | 133.52 | 819.59 | 0.13 | 819.46 | 161.55 |
| TOTAL | 45,267.19 | 8,827.69 | 54,094.88 | 5.81 | 54,089.07 | 10,661.50 |
| DELINQUENT TAXES | | | | | | |
| COUNTY | 11,063.97 | 4,644.51 | 15,708.48 | | 15,708.48 | 3,039.55 |
| STATE | - | - | - | - | - | - |
| ROAD & BRIDGE | 2,502.53 | 1,042.08 | 3,544.61 | | 3,544.61 | 689.22 |
| FLOOD CONTROL | 302.95 | 133.17 | 436.12 | | 436.12 | 85.43 |
| TOTAL | 13,869.45 | 5,819.76 | 19,689.21 | - | 19,689.21 | 3,814.20 |
| TOTAL ALLOCATION | | | | | | |
| COUNTY | 47,774.72 | 11,803.21 | 59,577.93 | 4.70 | 59,573.23 | 11,682.89 |
| STATE | | - | | - | | - |
| ROAD & BRIDGE | 10,372.90 | 2,577.55 | 12,950.45 | 0.98 | 12,949.47 | 2,545.83 |
| FLOOD CONTROL | 989.02 | 266.69 | 1,255.71 | 0.13 | 1,255.58 | 246.98 |
| TOTAL | 59,136.64 | 14,647.45 | 73,784.09 | 5.81 | 73,778.28 | 14,475.70 |

COUNTY TAX REPORT
Prepared by Gail Smith
Navarro County Tax Office

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2011

855

| | TAXES | DISCOUNT | PENALTY & INTEREST | SUBTOTAL | Collection Fee | Rendition Penalty | NET TAXES DUE | MEMO ONLY ATTORNEY FEES | % CURRENT COLLECTED | % CURRENT COLLECTED |
|--------------------------|----------------------|-----------------|--------------------|----------------------|------------------|-------------------|----------------------|-------------------------|---------------------|---------------------|
| NAVARRO COUNTY | | | | | | | | | Original Levy | Adjusted Levy |
| CURRENT | 15,525,313.20 | - | 154,860.31 | 15,680,173.51 | - | 1,135.40 | 15,679,038.11 | 61,497.57 | 16,028,200.24 | 15,971,578.25 |
| DELINQUENT | 425,812.54 | | 138,018.43 | 563,830.97 | - | - | 563,830.97 | 96,838.18 | % | % |
| TOTAL | 15,951,125.74 | - | 292,878.74 | 16,244,004.48 | - | 1,135.40 | 16,242,869.08 | 158,335.75 | 96.86% | 97.21% |
| STATE | | | | | | | | | | |
| DELINQUENT | | | | | | | | | | |
| NAVARRO COLLEGE | | | | | | | | | LEVY | LEVY |
| CURRENT | 3,008,169.82 | | 29,994.25 | 3,038,164.07 | 22,885.50 | 215.72 | 3,015,062.85 | 11,951.99 | 3,112,064.50 | 3,095,959.83 |
| DELINQUENT | 85,972.72 | | 28,976.43 | 114,949.15 | - | - | 114,949.15 | 19,523.01 | % | % |
| TOTAL | 3,094,142.54 | - | 58,970.68 | 3,153,113.22 | 22,885.50 | 215.72 | 3,130,012.00 | 31,475.00 | 96.66% | 97.16% |
| CITY OF RICE | | | | | | | | | LEVY | LEVY |
| CURRENT | 117,519.13 | | 1,407.77 | 118,926.90 | 935.70 | 15.77 | 117,975.43 | 677.79 | 123,433.71 | 123,891.19 |
| DELINQUENT | 2,453.85 | | 733.34 | 3,187.19 | 195.70 | - | 2,991.49 | 599.93 | % | % |
| TOTAL | 119,972.98 | - | 2,141.11 | 122,114.09 | 1,131.40 | 15.77 | 120,966.92 | 1,277.72 | 95.21% | 94.86% |
| CITY OF KERENS | | | | | | | | | LEVY | LEVY |
| CURRENT | 232,004.46 | 3,469.01 | 3,331.12 | 231,866.57 | 521.50 | 16.40 | 231,328.67 | 1,162.46 | 243,307.36 | 243,604.26 |
| DELINQUENT | 9,124.56 | | 3,557.52 | 12,682.08 | - | - | 12,682.08 | 2,497.93 | % | % |
| TOTAL | 241,129.02 | 3,469.01 | 6,888.64 | 244,548.65 | 521.50 | 16.40 | 244,010.75 | 3,660.39 | 95.35% | 95.24% |
| CITY OF CORSICANA | | | | | | | | | LEVY | LEVY |
| CURRENT | 7,416,930.76 | | 58,746.39 | 7,475,677.15 | 6,422.50 | 946.91 | 7,468,307.74 | 22,039.59 | 7,665,883.64 | 7,580,697.30 |
| DELINQUENT | 153,337.86 | | 54,637.76 | 207,975.62 | - | - | 207,975.62 | 40,624.45 | % | % |
| TOTAL | 7,570,268.62 | - | 113,384.15 | 7,683,652.77 | 6,422.50 | 946.91 | 7,676,283.36 | 62,664.04 | 96.75% | 97.84% |

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NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2011

| | TAXES | DISCOUNT | PENALTY & INTEREST | SUBTOTAL | Collection Fee | Rendition Penalty | NET TAXES DUE | MEMO ONLY ATTORNEY FEES | % CURRENT COLLECTED | % CURRENT COLLECTED |
|-------------------------------|--------------|----------|--------------------|--------------|----------------|-------------------|---------------|-------------------------|---------------------|---------------------|
| CITY OF DAWSON | | | | | | | | | | |
| CURRENT | 66,396.22 | | 1,028.01 | 67,424.23 | 314.50 | 3.27 | 67,106.46 | 292.35 | 72,213.76 | 72,179.76 |
| DELINQUENT | 4,017.82 | | 1,460.61 | 5,478.43 | - | - | 5,478.43 | 1,037.49 | % | % |
| TOTAL | 70,414.04 | - | 2,488.62 | 72,902.66 | 314.50 | 3.27 | 72,584.89 | 1,329.84 | 91.94% | 91.99% |
| BLOOMING GROVE ISD | | | | | | | | | | |
| CURRENT | 1,321,232.64 | | 18,654.55 | 1,339,887.19 | 2,338.50 | 28.48 | 1,337,520.21 | 7,337.05 | 1,394,181.10 | 1,380,637.73 |
| DELINQUENT | 53,592.40 | | 19,449.28 | 73,041.68 | - | - | 73,041.68 | 14,444.15 | % | % |
| TOTAL | 1,374,825.04 | - | 38,103.83 | 1,412,928.87 | 2,338.50 | 28.48 | 1,410,561.89 | 21,781.20 | 94.77% | 95.70% |
| DAWSON ISD | | | | | | | | | | |
| CURRENT | 1,170,381.69 | | 14,109.97 | 1,184,491.66 | 1,996.50 | 47.19 | 1,182,447.97 | 5,371.56 | 1,216,769.52 | 1,220,183.29 |
| DELINQUENT | 35,290.33 | | 14,446.67 | 49,737.00 | - | - | 49,737.00 | 9,718.73 | % | % |
| TOTAL | 1,205,672.02 | - | 28,556.64 | 1,234,228.66 | 1,996.50 | 47.19 | 1,232,184.97 | 15,090.29 | 96.19% | 95.92% |
| RICE ISD | | | | | | | | | | |
| CURRENT | 1,316,992.33 | | 14,170.14 | 1,331,162.47 | 1,464.50 | 49.62 | 1,329,648.35 | 5,290.84 | 1,386,822.76 | 1,381,656.67 |
| DELINQUENT | 31,741.61 | | 9,718.70 | 41,460.31 | - | - | 41,460.31 | 8,268.51 | % | % |
| TOTAL | 1,348,733.94 | - | 23,888.84 | 1,372,622.78 | 1,464.50 | 49.62 | 1,371,108.66 | 13,559.35 | 94.96% | 95.32% |
| CITY OF BLOOMING GROVE | | | | | | | | | | |
| CURRENT | 94,125.73 | | 1,444.99 | 95,570.72 | 284.50 | 1.73 | 95,284.49 | 311.43 | 97,259.71 | 97,325.56 |
| DELINQUENT | 2,919.30 | | 927.05 | 3,846.35 | - | - | 3,846.35 | 700.66 | % | % |
| TOTAL | 97,045.03 | - | 2,372.04 | 99,417.07 | 284.50 | 1.73 | 99,130.84 | 1,012.09 | 96.78% | 96.71% |

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NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2011

| | TAXES | DISCOUNT | PENALTY & INTEREST | SUBTOTAL | Collection Fee | Redemption Penalty | NET TAXES DUE | MEMO ONLY ATTORNEY FEES | % CURRENT COLLECTED | % CURRENT COLLECTED |
|-----------------------------|------------|----------|--------------------|------------|----------------|--------------------|---------------|-------------------------|---------------------|---------------------|
| CITY OF BARRY | | | | | | | | | LEVY | LEVY |
| CURRENT | 14,532.98 | | 163.24 | 14,696.22 | 73.50 | 0.02 | 14,622.70 | 37.03 | 15,240.75 | 15,253.04 |
| DELINQUENT | 805.89 | | 240.59 | 1,046.48 | - | - | 1,046.48 | 209.32 | % | % |
| TOTAL | 15,338.87 | - | 403.83 | 15,742.70 | 73.50 | 0.02 | 15,669.18 | 246.35 | 95.36% | 95.28% |
| CITY OF EMHOUSE | | | | | | | | | LEVY | LEVY |
| CURRENT | 7,419.86 | | 234.97 | 7,654.83 | 74.50 | 0.11 | 7,580.22 | 162.78 | 8,654.36 | 8,476.43 |
| DELINQUENT | 569.30 | | 166.73 | 736.03 | - | - | 736.03 | 147.20 | % | % |
| TOTAL | 7,989.16 | - | 401.70 | 8,390.86 | 74.50 | 0.11 | 8,316.25 | 309.98 | 85.74% | 87.54% |
| CITY OF RICHLAND | | | | | | | | | LEVY | LEVY |
| CURRENT | 14,209.90 | | 320.24 | 14,530.14 | - | 0.23 | 14,529.91 | 197.14 | 15,107.71 | 15,102.48 |
| DELINQUENT | 1,620.31 | | 458.70 | 2,079.01 | 166.00 | - | 1,913.01 | 414.65 | % | % |
| TOTAL | 15,830.21 | - | 778.94 | 16,609.15 | 166.00 | 0.23 | 16,442.92 | 611.79 | 94.06% | 94.09% |
| NAVARRO COUNTY ESD#1 | | | | | | | | | LEVY | LEVY |
| CURRENT | 110,060.35 | | 1,390.33 | 111,450.68 | 897.28 | 2.05 | 110,551.35 | 694.10 | 114,680.02 | 114,612.90 |
| DELINQUENT | 3,214.02 | | 815.94 | 4,029.96 | 220.52 | - | 3,809.44 | 772.81 | % | % |
| TOTAL | 113,274.37 | - | 2,206.27 | 115,480.64 | 1,117.80 | 2.05 | 114,360.79 | 1,466.91 | 95.97% | 96.03% |
| CITY OF FROST | | | | | | | | | LEVY | LEVY |
| CURRENT | 66,787.46 | 913.85 | 1,297.30 | 67,170.91 | 653.57 | 0.77 | 66,516.57 | 570.60 | 71,188.30 | 70,680.40 |
| DELINQUENT | 3,559.90 | | 2,090.60 | 5,650.50 | 540.56 | - | 5,109.94 | 861.19 | % | % |
| TOTAL | 70,347.36 | 913.85 | 3,387.90 | 72,821.41 | 1,194.13 | 0.77 | 71,626.51 | 1,431.79 | 93.82% | 94.49% |

857

NAVARRO COUNTY , TEXAS
AD VALOREM TAXES COLLECTED FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2011

| | TAXES | DISCOUNT | PENALTY & INTEREST | SUBTOTAL | Collection Fee | Rendition Penalty | NET TAXES DUE | MEMO ONLY ATTORNEY FEES | % CURRENT COLLECTED | % CURRENT COLLECTED |
|-----------------|---------------|----------|-----------------------|---------------|-------------------|----------------------|---------------------|-------------------------------|---------------------------|---------------------------|
| CITY OF GOODLOW | | | | | | | | | LEVY | LEVY |
| CURRENT | 2,101.08 | | 53.62 | 2,154.70 | 23.69 | 0.06 | 2,130.95 | 23.30 | 3,397.15 | 2,956.82 |
| DELINQUENT | 285.98 | | 175.50 | 461.48 | 42.61 | - | 418.87 | 89.21 | % | % |
| TOTAL | 2,387.06 | - | 229.12 | 2,616.18 | 66.30 | 0.06 | 2,549.82 | 112.51 | 61.85% | 71.06% |
| GRAND TOTAL | 31,298,496.00 | 4,382.86 | 577,081.05 | 31,871,194.19 | 40,051.63 | 2,463.73 | 31,828,678.83 | 314,365.00 | | |

MEMO:
TOTAL COLLECTED 32,185,559.19

858

#10

RESOLUTION AUTHORIZING COUNTY GRANT

**TEXAS DEPARTMENT OF AGRICULTURE
HOME-DELIVERED MEAL GRANT PROGRAM**

A RESOLUTION OF THE COUNTY OF NAVARRO, TEXAS CERTIFYING THAT THE COUNTY HAS MADE A GRANT TO NAVARRO CO. MEALS ON WHEELS AN ORGANIZATION THAT PROVIDES HOME-DELIVERED MEALS TO HOMEBOUND PERSONS IN THE COUNTY WHO ARE ELDERLY AND/OR HAVE A DISABILITY AND CERTIFYING THAT THE COUNTY HAS APPROVED THE ORGANIZATION'S ACCOUNTING SYSTEM OR FISCAL AGENT.

WHEREAS, the Organization desires to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services homebound persons in the County who are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program (Program); and

WHEREAS, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization, in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the Program rules require the County to approve the Organization's accounting system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds.

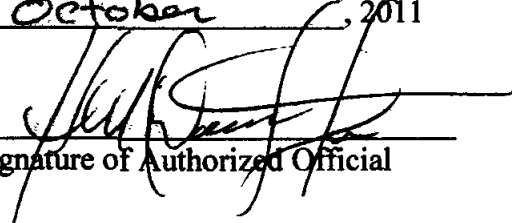
BE IT RESOLVED BY THE COUNTY:

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of \$3,000.00 to be used between the 1st of October 2011 and the 30th of September 2012

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent.

Introduced, read, and passed by the affirmative vote of the County on this 24th day of October, 2011

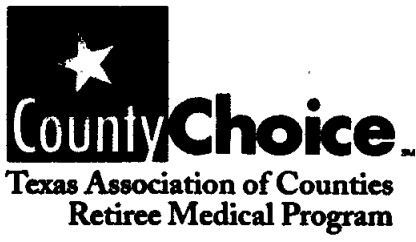


Signature of Authorized Official

Navarro County Judge Davenport
Typed Name and Title

#11

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**UnitedHealthcare
2012 Renewal Notice and Benefit Confirmation**

Return to TAC by: October 28, 2011

Listed below are the new renewal rates for UnitedHealthcare Retiree Medical and Prescription drug coverage.

MEDICAL

| Current Rates | New Rates Effective 1/1/2012 |
|-----------------|---------------------------------|
| \$194.00 | \$201.36 |

RX

| Current Rates | New Rates Effective 1/1/2012 |
|-----------------|---------------------------------|
| \$167.00 | \$179.99 |

Please sign below confirming your group's acceptance of the 2012 renewal rates.

Navarro County
Entity Name

Signature of County Judge or Contracting Authority

10-24-11
Date

H.M. DAVENPORT, Jr. Navarro Co. Judge
Please PRINT Name and Title

CountyChoice Silver

UnitedHealthcare

Member Contact Designations

Contracting Authority: As specified in the Interlocal Participation Agreement, each Member hereby designates and appoints, as indicated in the space provided below, a Contracting Authority of department head rank or above and agrees that TAC HEBP shall NOT be required to contact or provide notices to ANY OTHER person. Further, any notice to, or agreement by, a Member's Contracting Authority, with respect to service or claims hereunder, shall be binding on the Member. Each Member reserves the right to change its Contracting Authority from time to time by giving written notice to TAC HEBP.

Name: FRANK HULL
Title: County Treasurer
Address: 300 W 3rd Ave #19 Corsicana, Tx 75110
Phone: 903-654-3091
Fax: 903-875-3391
Email: FHULL@NavarroCounty.org

Primary Contact: Main contact for daily matters pertaining to the retiree benefits.

Name: JANE McCOLLUM
Title: Chief Deputy Treasurer
Address: 300 W. 3rd Ave #17 Corsicana TX 75110
Phone: 903 654 3090
Fax: 903 875 3391
Email: Jmccollum@NavarroCounty.org

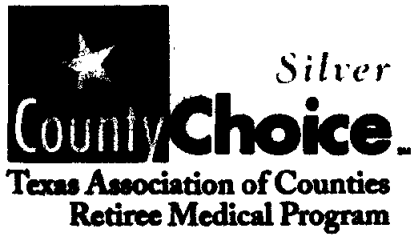
Billing Contact: Responsible for receiving all invoices relating to retiree benefits.

Name: Jane McCollum
Title:
Address:
Phone:
Fax:
Email:

HIPAA Secured FAX number

Signature of County Judge or Contracting Authority: [Signature] Date: 10-24-11

Please PRINT Name and Title: H.M. DAVENTPORT, Jr. NAVARRO Co. Judge



UnitedHealthcare Retiree Medical Program

PROGRAM REQUIREMENTS & PROCEDURES

Acknowledgement

NAVARRO County (Group Name) acknowledges the attached document has been read and agrees to comply with the retiree program requirements and procedures.

[Signature]
Signature of County Judge or Contracting Authority

10-24-11
Date

H.M. DAVENTPORT, Jr.
Print Name

County Judge
Title

If there are questions about requirements and procedures please contact Melissa Lopez at 800-456-5974 ext. 3629.

**PLEASE PROVIDE A COPY OF THIS NOTICE TO YOUR
PRIMARY CONTACT AND BILLING CONTACT**

#12

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AFFIDAVIT SUBMITTED BY
Frank Hull
NAVARRO COUNTY TREASURER

STATE OF TEXAS

COUNTY OF NAVARRO

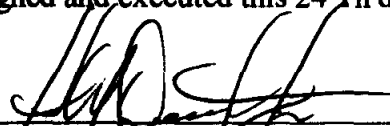
For September 2011

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


I, Frank Hull, Navarro County Treasurer, on this 24 Th day of October, 2011 present to the Navarro County Commissioners Court the Monthly Financial Report for the month ending on September, 30, 2011 for the Court to review and approve. According to the report, Navarro County had cash on hand in the amount of \$ 6,826,549.38. Bank collateral for deposits held at Depository Bank is \$ 21,391,245.17. Collateralization is 313% of deposits. Also, other assets totaling \$ 2, 294,109.63 are being held by the Treasurer's office. The total interest for all accounts for the month of September, 2011 was \$ 4821.56. The total disbursements for the month of August, 2011 were \$ 6,155,741.62. This report is in compliance with section 114.026 of the Local Government Code, so therefore we hereby execute this affidavit for publication.

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

Signed and executed this 24 Th day of October, 2011.



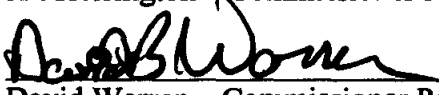
H. M. Davenport Jr. - County Judge



Kit Herrington - Commissioner Pct 1



Richard Martin - Commissioner Pct 2




David Warren - Commissioner Pct 3



James Olsen - Commissioner Pct 4

SWORN AND SUBSCRIBED TO BEFORE ME, this 24 Th day of October, 2011 by H. M. Davenport, Jr., Kit Herrington, 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



PROSPERITY BANK, EL CAMPO, TX

Pledge Security Listing
September 30, 2011

| Cusip | ID | Description | Safekeep | Receipt | Face | Current Par | Cpn | Call | Mature | Moody | S&P | Fitch | F115 | Book | Market | Gain |
|-----------------------|------|--------------|----------|---------|------------|-------------|------|------|----------|-------|-----|-------|------|---------------|---------------|--------------|
| NAVARRO COUNTY | | | | | | | | | | | | | | | | |
| 31294KSF3 | 1174 | FHLMC E01418 | FHLB | xxx | 3,500,000 | 700,413 | 4 00 | | 07/01/18 | AAA | AA+ | AAA | HTM | 699,490.47 | 739,902.11 | 40,411.63 |
| 3128H7QU9 | 1430 | FHLMC E99467 | FHLB | x | 3,000,000 | 432,771 | 4 00 | | 09/01/15 | AAA | AA+ | AAA | HTM | 432,568.18 | 446,129.01 | 13,540.83 |
| 3128MBEW3 | 1938 | FHLMC G12649 | FHLB | x | 3,900,000 | 869,554 | 5 50 | | 05/01/22 | AAA | AA+ | AAA | HTM | 868,902.73 | 946,466.50 | 77,563.77 |
| 3128NGGH2 | 1951 | FHLMC 1H1400 | FHLB | x | 1,999,995 | 709,370 | 5 96 | | 05/01/37 | AAA | AA+ | AAA | HTM | 707,799.66 | 744,838.85 | 37,039.18 |
| 31403C3H2 | 2055 | FNMA 745200 | FHLB | x | 1,400,000 | 443,741 | 4 50 | | 04/01/20 | AAA | AA+ | AAA | HTM | 443,740.73 | 472,846.81 | 29,106.08 |
| 31402DFS4 | 2177 | FNMA 725677 | FHLB | x | 7,068,296 | 1,684,760 | 4 50 | | 06/01/19 | AAA | AA+ | AAA | HTM | 1,675,951.05 | 1,789,202.92 | 113,251.87 |
| 31410G2P7 | 2182 | FNMA 889182 | FHLB | x | 6,109,485 | 2,393,773 | 5 00 | | 01/01/21 | AAA | AA+ | AAA | HTM | 2,399,592.97 | 2,585,394.12 | 185,801.15 |
| 3128MBTJ6 | 2412 | FHLMC G13053 | FHLB | x | 2,200,000 | 796,180 | 4 50 | | 04/01/23 | AAA | AA+ | AAA | HTM | 806,301.22 | 849,643.53 | 43,342.31 |
| 31417YMF1 | 2424 | FNMA MA0357 | FHLB | x | 7,839,882 | 5,194,327 | 4 00 | | 02/01/20 | AAA | AA+ | AAA | HTM | 5,305,323.32 | 5,499,753.47 | 194,430.15 |
| 31417YMF1 | 2424 | FNMA MA0357 | FHLB | x | 979,985 | 649,291 | 4 00 | | 02/01/20 | AAA | AA+ | AAA | HTM | 663,165.41 | 687,469.18 | 24,303.77 |
| 31416RTG8 | 2435 | FNMA AA7750 | FHLB | x | 9,686,000 | 6,265,421 | 4 00 | | 06/01/24 | AAA | AA+ | AAA | HTM | 6,366,102.95 | 6,629,598.66 | 263,495.71 |
| 726 NAVARRO COUNTY | | | | | 47,603,642 | 20,139,600 | | | | | | | | 20,368,958.71 | 21,391,245.17 | 1,022,286.46 |

Reference to Interest Rate Shifts represent a shift in the Treasury Curve. Actual Market Yield shift on Individual Securities may differ. See the report 'Market Yield Shift Assumptions' for more information.

Other Reports



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814

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STATE OF TEXAS §
 §
COUNTY OF NAVARRO §

INTERLOCAL AGREEMENT BETWEEN THE CITY OF CORSICANA AND NAVARRO COUNTY FOR A DRUG TASK FORCE

THIS AGREEMENT is made and entered into by and between the City of Corsicana, a home-rule municipal corporation situated in Navarro County, Texas, acting by and through its duly authorized City Manager (hereinafter referred to as "City"), and Navarro County, Texas, acting by and through its duly authorized County Judge (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, Chapter 791 of the Texas Government Code authorizes the formulation of interlocal cooperation agreements between and among municipalities and counties for the performance of governmental functions; and

WHEREAS, the City and County agrees to participate in an interlocal agreement for the purpose of creating a Drug Task Force within the jurisdictional boundaries of the City and County to investigate drug law violations; and

WHEREAS, the City and County mutually desire to be subject to the provisions of Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act.

NOW, THEREFORE, it is agreed as follows:

1.
PURPOSE

The purpose of this Interlocal Agreement is to enter into an Agreement between the City and County whereby, subject to the terms and conditions hereinafter set forth and consideration specified as follows:

1. The City and County agrees to cooperate in the operation of the City of Corsicana, Navarro County Drug Task Force, for the purpose of investigating drug law violations.
2. The City agrees to provide at least one (1) detective to the Drug Task Force and the County agrees to provide at least three (3) detectives to the Drug Task Force.
3. The City and County shall be responsible for the payment of all wages and benefits for each of their respective detectives assigned to the Drug Task Force and for the payment of all expenses incurred by each of their respective individual detectives.

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4. The City and County shall be solely responsible for any liability arising out of the conduct of their respective detectives assigned to the Drug Task force.

5. The City and County shall be responsible for providing all necessary equipment and vehicles to their respective detectives assigned to the Drug Task force.

6. All monetary funds, including funds received from the sale of conveyances, and property, including real property, received by the Drug Task Force as a result of a seizure and forfeiture by the Court, will be divided between the City and County based on the percentage of the personnel each agency has assigned to the Drug Task Force at the time of the seizure. Prior to the funds being distributed to the City and County, the Navarro County District Attorney's Office, per state law, will receive 30% of the funds. In addition, any applicable court costs, storage or auction fees owed will be paid from the funds derived from the sale proceeds after the District Attorney's Office receives their percentage, but before the City and County receive the remaining funds. Of the remaining 70% of the funds, currently, the percentage to the City would be 25% and 75% to the County since the City is providing one detective and the County is providing three detectives. If the City provided two detectives and the County three, then the City would receive 40% of the 70% available and the County would receive 60% of the 70%.

7. All monetary funds expended by the Drug Task Force for the use of informants will be divided between the City and County based on the percentage of personnel each agency has assigned to the Drug Task Force at the time of the expenditure. Currently, the percentage would be 25% by the City and 75% by the County.

2.

TERM

The term of this Agreement is for a period of one (1) year commencing on this 24th day of October, 2011, and ending on Oct. 24, 2012. Thereafter, it shall be renewed annually unless either party issues notice of intent to terminate as outlined in Section Three (3) of this agreement.

3.

TERMINATION

It is further agreed by and between City and County that City and County shall each have the right to terminate this Agreement upon thirty (30) days' written notice to the other party.

4.

ENTIRETY

This Agreement contains all commitments and agreements of the parties hereto, and no other oral or written commitments shall have any force or effect if not contained herein.

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5.

MODIFICATION

This Agreement may be modified by the mutual agreement of the parties, if the modification is in writing and signed by City and County.

6.

SEVERABILITY

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

7.

AUTHORITY

This Agreement is made for City and County as an Interlocal Agreement pursuant to VTCA, Government Code, Chapter 791.

8.

AUTHORIZATION

The undersigned officer and/or agents of the parties hereto are properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

9.

FORCE MAJEURE

It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; fires; strikes; lockouts, national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

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CITY OF CORSICANA

NAVARRO COUNTY

Connie Standridge 10/24/11
Connie Standridge Date
City Manager

H.M. Davenport 10-24-11
H.M. Davenport Date
County Judge

Randy Bratton 10-19-11
Randy Bratton Date
Chief of Police

Les Cotton 10-24-11
Les Cotton Date
Sheriff

R. Lowell Thompson 10/24/11
R. Lowell Thompson Date

APPROVED AS TO FORM

Terry Jacobson 10/22
Terry Jacobson Date
City Attorney

#13

869

Lease Agreement



Customer: **NAVARRO, COUNTY OF**

**Bill To: NAVARRO COUNTY OF
AUDITORS OFFICE
300 W 3rd Ave
Corsicana, TX 75110-4672**

**Install: NAVARRO COUNTY OF
DISTRICT CLERK
1st Floor
300 W 3rd Ave
Corsicana, TX 75110-4672**

Tax ID#: 1

Negotiated Contract : 072453000

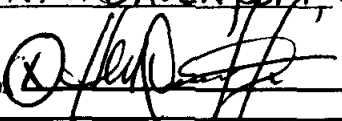
| | | |
|--|---|------------|
| 1. 5745PT (WCS745 PRINTER/TRAY) S/N XEK494102 - Adding - Mono Scanning Kit | Lease Term: 36 months Purchase Option: FMV | 10/20/2011 |
| This agreement modifies the current Xerox Agreement 959495250 for 5745PT S/N XEK494102. Additional monthly cost: \$21.30 | | |

| | | | | | |
|--------------|-----------------|--|------------|-----|---|
| 1. 5745PT | \$442.44 | 1: Meter 1 | All Prints | N/A | - Consumable Supplies Included for all prints - Pricing Fixed for Term |
| Total | \$442.44 | Minimum Payments (Excluding Applicable Taxes) | | | |

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.


Signer: H. M. DAVENTPORT, Jr. Phone: (903)654-3085

Signature:  Date: 10-24-11

Thank You for your business!
 This Agreement is proudly presented by Xerox and

Peggy Rush
 (903)874-6377

For information on your Xerox Account, go to www.xerox.com/AccountManagement



Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

2. MODIFICATION OF PRIOR AGREEMENT. This Agreement modifies a prior agreement between you and Xerox for the Products identified as "Modifies Prior Agreement". The prior agreement will remain in effect except that any terms in this Agreement that conflict with or are additive to the prior agreement will control. You may be charged a one-time administrative/processing fee for the modification of a prior agreement.

PRICING PLAN/OFFERING SELECTED:

3. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan

Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

4. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data shall be transmitted in a secure manner specified by Xerox. The automatic data transmission capability will not allow Xerox to read, view or download the content of any Customer documents residing on or passing through the Equipment or Customer's information management systems.

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871



Lease Agreement

Customer: NAVARRO, COUNTY OF

BillTo: COUNTY OF NAVARRO
COUNTY CLERKS OFFICE
300 W 3rd Ave
Corsicana, TX 75110-4672

Install: COUNTY OF NAVARRO
COUNTY CLERKS OFFICE
1st Floor
300 W 3rd Ave
Corsicana, TX 75110-4672

Tax ID#: 1
Negotiated Contract : 072588600

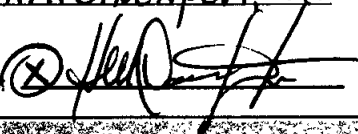
| | | | |
|--|---|---|------------|
| 1. 5745T (WC5745 COPIER/4TRAY) - Oct (32-55 Ppm Only) - Customer Ed | Lease Term: 36 months Purchase Option: FMV | - Xerox WC5645 S/N WTD710394 Trade-In as of Payment 47 | 10/27/2011 |
|--|---|---|------------|

| | | | | | |
|--------------|-----------------|--|---------------------|----------------------|---|
| 1. 5745T | \$250.90 | 1: Meter 1 | 1 - 6,000 6,001+ | Included \$0.0090 | - Consumable Supplies Included for all prints - Pricing Fixed for Term |
| Total | \$250.90 | Minimum Payments (Excluding Applicable Taxes) | | | |

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.


Signer: H.M. DAVENPORT, Jr. Phone: (903)654-3095

Signature:  Date: 10-24-11

Thank You for your business!
This Agreement is proudly presented by Xerox and

Peggy Rush
(903)874-6377

For information on your Xerox Account, go to www.xerox.com/AccountManagement





Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

PRICING PLAN/OFFERING SELECTED:

2. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

3. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data shall be transmitted in a secure manner specified by Xerox. The automatic data transmission capability will not allow Xerox to read, view or download the content of any Customer documents residing on or passing through the Equipment or Customer's information management systems.



Navarro County Clerk

Existing

WorkCentre 5645

\$ 257.31

- Copier - 45 Pages Per Minute
- 4 Paper Trays / Catch Tray
- 6,000 impressions included
- **48-month lease**

Proposed Replacement

WorkCentre 5745

\$ 250.90

- Copier – 45 pages per minute
- 4 Paper Trays / Catch Tray
- 6,000 impressions included
- **36-month lease**

Monthly Savings

\$ 6.41

Additional advantage

Cut one year off of lease so that both machines in County Clerk's office will expire at the same time

#11

FY 2011

CHAPTER 59.06(I) CERTIFICATION

Chapter 59.06 (I) provides that if your agency did not receive any proceeds or property, or expend any Chapter 59 funds, the agency shall report this no later than 30 days after the end of the appropriate fiscal year to the Office of the Attorney General. In order to streamline this process we are providing you with this certification:

AGENCY HEAD CERTIFICATION

I swear or affirm, under penalty of perjury, that pursuant to Chapter 59.06 (I) that my agency did not receive proceeds or property under this chapter during the annual period as described by Subsection (g). I further swear or affirm that my agency did not spend any Chapter 59 funds.

AGENCY HEAD (Printed Name):

H. M. Davenport, Jr. County Judge

SIGNATURE:

[Handwritten Signature]

DATE:

10/24/11

RETURN COMPLETED FORM TO: Office of the Attorney General
Criminal Prosecutions Division
P.O. Box 12548
Austin, TX 78711-2548
Attn: Kent Richardson
(512)936-1348
kent.richardson@oag.state.tx.us

WE CANNOT ACCEPT FAXED OR EMAILED COPIES. PLEASE MAIL THE SIGNED, ORIGINAL DOCUMENT TO OUR OFFICE AT THE ADDRESS ABOVE.

THANK YOU.

FREQUENTLY ASKED QUESTIONS

WHO IS REQUIRED TO FILL OUT THIS FORM?

Any agency that has the authority to receive property forfeited under Chapter 59 of the Code of Criminal Procedure or has the authority to hire peace officers is required to fill out this form and return to the Office of the Attorney General (OAG). This includes but is not limited to:

- | | |
|------------------------------------|--|
| 1) Airport Police | 9) Police Departments |
| 2) City Attorney* | 10) Public Universities and Junior Colleges |
| 3) City Marshal | 11) School Districts with Police Departments |
| 4) Constables | 12) Sheriff Departments |
| 5) County Attorney | 13) State Agencies |
| 6) District Attorneys | 14) Task Forces |
| 7) Fire Departments / Fire Marshal | 15) Water Districts |
| 8) Hospital Districts | |

* City attorneys are only required to fill out this form if their city has a population over 250,000.

WHO IS REQUIRED TO PERFORM THE AUDIT?

If an agency is governed by a Commissioner's Court or City Council, the Commissioners Court or City Council is required to perform the audit pursuant to Art. 59.06(g)(1) of the Code of Criminal Procedure. For attorneys representing the state, this means that the Commissioners Court shall perform the audit (in a multi-county district, all commissioners courts in the district shall perform the audit).

MY AGENCY IS REQUIRED TO FILL OUT THE FORM, BUT DOESN'T SEIZE ANY ASSETS - WHAT DO I DO?

You may use the Chapter 59.069(l) Certification (available on our website) or simply fill out the form with zeros, sign, and return to the OAG.

WHEN IS THE REPORT DUE?

Per the statute the report is due 60 days after the end of the agency's fiscal year except for District Attorneys. District Attorney reports are due 60 days after the end of the state fiscal year (08/31). The OAG may give one fifteen day extension.

WHAT TYPE OF SEIZURES AND EXPENDITURES TO REPORT:

You are only required to report those seizures made pursuant to Chapter 59 of the Code of Criminal Procedure. You are only required to report those expenditures made out of funds forfeited pursuant to Chapter 59. You do not report federal seizures on this form.

WHAT IF I HAVE CONFIDENTIAL EXPENDITURES THAT MIGHT COMPROMISE INVESTIGATIONS IF DETAILED IN THE REPORT?

If breaking out confidential informant payments and buy money as shown on the form might compromise investigations, please fill out only the Total Investigative Costs line and attach an explanation of the reasons for this to the report.

FY 2011
CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY

Agency Name: NAVARRO COUNTY SHERIFF'S DEPT. Reporting Period: 10/01/2010 TO 09/30/2011
 (local fiscal year)

Agency Mailing Address: 300 W. THIRD AVE., SUITE 10 example: 01/01/11 to 12/31/11,
CORSICANA, TEXAS 75110 09/01/10 to 08/31/11 etc.

Phone Number: 903-654-3095

County: NAVARRO COUNTY

Email Address: khollomon@navarrocounty.org This should be a permanent agency email address

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I. SEIZED FUNDS

| | |
|--|------|
| <p>A) Beginning Balance: Instructions: Include total amount of seized funds on hand (in your agency's possession) at beginning of reporting period. Include funds that may have been forfeited but have not been transferred to your agency's forfeiture account. Do not include funds that are in an account held by another agency, e.g., the District Attorney's account.</p> | \$ 0 |
| <p>B) Seizures During Reporting Period: Instructions: Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency.</p> | |
| <p>1) Amount seized and retained in your agency's custody.</p> | \$ 0 |
| <p>2) Amount seized and transferred to the District Attorney pending forfeiture.</p> | \$ 0 |
| <p>C) Interest Earned on Seized Funds During Reporting Period: Instructions: Enter amount of interest earned on funds in your agency's seizure account during the reporting period. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g. the District Attorney's account.</p> | \$ 0 |
| <p>D) Amount Returned to Defendants/Respondents:</p> | \$ 0 |
| <p>E) Amount Transferred to Forfeiture Account: Instructions: Include all amounts in your agency's possession forfeited during the reporting period and transferred to your forfeiture account. Do not include funds that are in an account held by another agency, e.g. the District Attorney's account.</p> | \$ 0 |
| <p>F) Ending Balance: Instructions: Add lines A, B(1), and C, subtract lines D and E, put total in line F.</p> | \$ 0 |

II. FORFEITED FUNDS

| | |
|--|-------------------|
| <p>A) Beginning Balance: Instructions: Include total amount of forfeited funds that have been forfeited to your agency and are on hand (in your agency's account or in your agency's possession) at beginning of the reporting period including interest. Do not include funds that have been forfeited but not yet received by your agency.</p> | <p>\$ 159,538</p> |
| <p>B) Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period: Instructions: Do not include amounts forfeited but not yet received by your agency; interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture.</p> | <p>\$ 11,213</p> |
| <p>C) Interest Earned on Forfeited Funds During Reporting Period : Instructions: Include only the amount of interest earned on funds in your agency's forfeiture account or interest earned on funds derived from the sale of forfeited property during the reporting period. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g. the District Attorney's account.</p> | <p>\$ 444</p> |
| <p>D) Proceeds Received by Your Agency From Sale of Forfeited Property: Instructions: Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period.</p> | <p>\$ 0</p> |
| <p>E) Total Expenditures of Forfeited Funds During Reporting Period: Instructions: From Total on Section VI.</p> | <p>\$ 51,607</p> |
| <p>F) Ending Balance: Instructions: Add lines A through D, subtract line E, place total in line F.</p> | <p>\$ 119,588</p> |

III. OTHER PROPERTY

Instructions: List the number of items seized for the following categories. Include only those seizures where a seizure is made by a peace officer employed by your agency. If property is sold, list under "Proceeds Received by Your Agency From Sale of Forfeited Property" in Section II (D) in the reporting year in which the proceeds are received.

| <p>Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.</p> | SEIZED | FORFEITED TO AGENCY | RETURNED TO DEFENDANTS / RESPONDENTS | PUT INTO USE BY AGENCY |
|--|--------|---------------------|--------------------------------------|------------------------|
| <p>1) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)</p> | | | | |
| <p>2) REAL PROPERTY (Count each parcel seized as one item)</p> | | | | |
| <p>3) COMPUTERS (Include computer and attached system components, such as printers and monitors, as one item)</p> | | | | |
| <p>4) FIREARMS (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18.)</p> | | | | |
| <p>5) Other Property - Description:</p> | | | | |
| <p>Other Property -Description:</p> | | | | |
| <p>Other Property -Description:</p> | | | | |

IV. FORFEITED PROPERTY RECEIVED FROM ANOTHER AGENCY

Instructions: Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.

| | |
|---|--|
| A) Motor Vehicles (the number of vehicles, not a currency amount): | |
| B) Real Property (the number of separate parcels of property, not a currency amount): | |
| C) Computers (the number of computers, not a currency amount): | |
| D) Firearms (the number of firearms, not a currency amount): | |
| E) Other (the number of items, not a currency amount): | |

V. FORFEITED PROPERTY TRANSFERRED OR LOANED TO ANOTHER AGENCY

Instructions: Enter the total number of items transferred or loaned from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.

| | |
|---|--|
| A) Motor Vehicles (the number of vehicles, not a currency amount): | |
| B) Real Property (the number of separate parcels of property, not a currency amount): | |
| C) Computers (the number of computers, not a currency amount): | |
| D) Firearms (the number of firearms, not a currency amount): | |
| E) Other (the number of items, not a currency amount): | |

VI. EXPENDITURES

Instructions: This category is for Chapter 59 expenditures SOLELY for law enforcement purposes - not for expenditures made pursuant to your general budget. List the total amount expended for each of the following categories. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the Other category.

| | |
|--|-----------|
| A) SALARIES | |
| 1. Increase of Salary, Expense, or Allowance for Employees (Salary Supplements): | \$ |
| 2. Salary Budgeted Solely From Forfeited Funds: | \$ |
| 3. Number of Employees Paid Using Forfeiture Funds: | |
| TOTAL SALARIES PAID OUT OF CHAPTER 59 FUNDS: | \$ |
| B) OVERTIME | |
| 1. For Employees Budgeted by Governing Body: | \$ |
| 2. For Employees Budgeted Solely out of Forfeiture Funds: | \$ |
| 3. Number of Employees Paid Using Forfeiture Funds: | |
| TOTAL OVERTIME PAID OUT OF CHAPTER 59 FUNDS: | \$ |

| C) EQUIPMENT | |
|---|------------------|
| 1. Vehicles: | \$ 26,214 |
| 2. Computers: | \$ |
| 3. Firearms, Vests, Personal Equipment: | \$ 12,039 |
| 4. Furniture: | \$ |
| 5. Software: | \$ |
| 6. Maintenance Costs: | \$ 1,800 |
| 7. Uniforms: | \$ |
| 8. K9 Related Costs: | \$ |
| 9. Other (Provide Detail on Additional Sheet): | \$ |
| TOTAL EQUIPMENT PURCHASED WITH CHAPTER 59 FUNDS: | \$ 40,053 |

| D) SUPPLIES | |
|--|-----------------|
| 1. Office Supplies: | \$ |
| 2. Cellular Air Time : | \$ 9,554 |
| 3. Internet: | \$ |
| 4. Other (Provide Detail on Additional Sheet) : | \$ |
| TOTAL SUPPLIES PURCHASED WITH CHAPTER 59 FUNDS: | \$ 9,554 |

| E) TRAVEL | |
|--------------------------------|----|
| 1. Total In State Travel | \$ |
| a) Lodging: | \$ |
| b) Air Fare: | \$ |
| c) Meals (including per diem): | \$ |
| d) Car Rental: | \$ |
| 2. Total Out of State Travel | \$ |
| a) Lodging: | \$ |
| b) Air Fare: | \$ |
| c) Meals (including per diem): | \$ |
| d) Car Rental: | \$ |
| 3. Fuel: | \$ |
| 4. Parking: | \$ |

| | |
|---|-----------|
| 5. Other (Provide Detail on Additional Sheet): | \$ |
| TOTAL TRAVEL PAID OUT OF CHAPTER 59 FUNDS: | \$ |

| | |
|--|-----------|
| F) TRAINING | |
| 1. Fees (Conferences, Seminars): | \$ |
| 2. Materials (Books, CDs, Videos, etc.): | \$ |
| 3. Other (Provide Detail on Additional Sheet): | \$ |
| TOTAL TRAINING PAID OUT OF CHAPTER 59 FUNDS | \$ |

| | |
|--|-----------------|
| G) INVESTIGATIVE COSTS | |
| 1. Informant Costs: | \$ 2,000 |
| 2. Buy Money: | \$ |
| 3. Lab Expenses: | \$ |
| 4. Other (Provide Detail on Additional Sheet): | \$ |
| TOTAL INVESTIGATIVE COSTS PAID OUT OF CHAPTER 59 FUNDS: | \$ 2,000 |

| | |
|---|-----------|
| H) TOTAL PREVENTION/TREATMENT PROGRAMS/FINANCIAL ASSISTANCE | |
| 1. Total Prevention/Treatment Programs (pursuant to 59.06 (h), (l), (j)): | \$ |
| 2. Total Financial Assistance (pursuant to Articles 59.06 (n) and (o)): | \$ |
| TOTAL PREVENTION/TREATMENT PROGRAMS/FINANCIAL ASSISTANCE (pursuant to Articles 59.06 (h), (l), (j), (n), (o)): | \$ |

| | |
|---|-----------|
| I) FACILITY COSTS | |
| 1. Building Purchase: | \$ |
| 2. Lease Payments: | \$ |
| 3. Remodeling: | \$ |
| 4. Maintenance Costs: | \$ |
| 5. Utilities: | \$ |
| 6. Other (Provide Detail on Additional Sheet): | \$ |
| TOTAL FACILITY COSTS PAID OUT OF CHAPTER 59 FUNDS: | \$ |

| | |
|------------------------------|----|
| J) MISCELLANEOUS FEES | |
| 1. Court Costs: | \$ |
| 2. Filing Fees: | \$ |

| | |
|---|-----------|
| 3. Insurance: | \$ |
| 4. Witness Fees: | \$ |
| 5. Audit Costs and Fees: | \$ |
| 6. Other (Provide Detail on Additional Sheet): | \$ |
| TOTAL MISCELLANEOUS FEES PAID OUT OF CHAPTER 59 FUNDS: | \$ |

| | |
|--|-----------|
| K) TOTAL PAID TO COOPERATING AGENCY(IES) PURSUANT TO LOCAL AGREEMENT: | \$ |
|--|-----------|

| | |
|--|-----------|
| L) TOTAL OTHER PAID OUT OF CHAPTER 59 FUNDS (provide detailed descriptions on additional sheet(s) and attach to this report): | \$ |
|--|-----------|

| | |
|-------------------------------|------------------|
| M) TOTAL EXPENDITURES: | \$ 51,607 |
|-------------------------------|------------------|

NOTE: If you are governed by a Commissioners Court or a City Council, BOTH CERTIFICATIONS MUST BE COMPLETED. Otherwise, please complete the Agency Head Certification.

CERTIFICATION

I swear or affirm that the Commissioners Court or City Council has conducted the audit required by Article 59.06 of the Code of Criminal Procedure, unless after due inquiry, it has been determined that no accounts, funds or other property pursuant to Chapter 59 of the Code of Criminal Procedure are being held or have been transacted in the relevant fiscal year by the agency for which this report is being completed, and that upon diligent inspection of all relevant documents and supporting materials, I believe that this asset forfeiture report is true and correct and contains all of the required information.

COUNTY JUDGE, MAYOR or CITY
MANAGER

(Printed Name):

H.M. DAVENPORT, JR., COUNTY JUDGE

SIGNATURE:

OCTOBER 24, 2011

DATE:

AGENCY HEAD CERTIFICATION

I swear or affirm, under penalty of perjury, that I have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. I further swear or affirm that all expenditures reported herein were lawful and proper, and made in accordance with Texas law.

AGENCY HEAD (Printed Name):

LESLIE COTTEN, COUNTY SHERIFF

SIGNATURE:

Leslie Cotten

DATE:

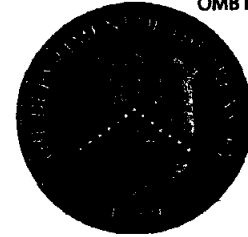
OCTOBER 24, 2011

RETURN COMPLETED FORM TO: Office of the Attorney General
Criminal Prosecutions Division
P.O. Box 12548
Austin, TX 78711-2548
Attn: Kent Richardson
(512)936-1348
kent.richardson@oag.state.tx.us

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Equitable Sharing Agreement and Certification



- Police Department Sheriff's Office Task Force (Complete Table A, page 2)
 Prosecutor's Office Other (specify) _____

Agency Name: Navarro County Sheriff's Department

NCIC/ORI/Tracking Number:

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

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

City: Corsicana

State: TX

Zip: 75110

Contact: Title: Auditor

First: Kathy

Last: Hollomon

Contact: Phone: 903-654-3095

E-mail: khollomon@navarrocounty.org

Same as Preparer: First: Terri

Last: Gillen

Contact Preparer: Phone: 903-875-3306

E-mail: tgillen@navarrocounty.org

Last Fiscal Year End: 09/30/2011

Agency Current Fiscal Year Budget:

\$9,217,235.00

- New Participant:** Read the Equitable Sharing Agreement (page 4) and sign the Affidavit (page 5)
- Existing Participant:** Complete the Annual Certification Report, read the Equitable Sharing Agreement (page 4), and sign the Affidavit (page 5)
- Amended Form:** Revise the Annual Certification Report, read the Equitable Sharing Agreement (page 4), and sign the Affidavit (page 5).

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) | \$198,163.00 | |
| 2 | Federal Sharing Funds Received | | |
| 3 | Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (complete Table B, page 2) | | |
| 4 | Other Income | | |
| 5 | Interest Income Accrued Non-Interest Bearing <input type="radio"/> Interest Bearing <input checked="" type="radio"/> | \$732.00 | |
| 6 | Total Equitable Sharing Funds (total of lines 1 - 5) | \$198,895.00 | \$0.00 |
| 7 | Federal Sharing Funds Spent (total of lines a - m below) | \$0.00 | \$0.00 |
| 8 | Ending Balance (difference between line 7 and line 6) | \$198,895.00 | \$0.00 |

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

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

| Summary of Shared Monies Spent | | Justice Funds | Treasury Funds |
|--------------------------------|--|---------------|----------------|
| a | Total spent on salaries for new, temporary, not-to-exceed one year employees Refer to § VIII.A.2.a.3 of the <i>Justice Guide</i> | | |
| 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 state and local law enforcement agencies (complete Table C, page 2) | | |
| j | Total spent on other law enforcement expenses (complete Table D, page 3) | | |
| k | Total Expenditures in Support of Community-based Programs (complete Table E, page 3) | | |
| l | Total Windfall Transfers to Other Government Agencies (complete Table F, page 3) | | |
| m | Total spent on matching grants (complete Table G, page 3) | | |
| n | Total | \$0.00 | \$0.00 |
| o | Did your agency receive non-cash assets? <input type="radio"/> Yes <input checked="" type="radio"/> No If yes, complete Table H, page 3. | | |

Please fill out the following tables, if applicable.

Table A: Members of Task Force
Agency Name

| Agency Name | NCIC/ORI/Tracking Number | | | | | | | | | | |
|-------------|--|--|--|--|--|--|--|--|--|--|--|
| | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; height: 15px;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table> | | | | | | | | | | |
| | | | | | | | | | | | |

Table B: Equitable Sharing Funds Received from other Agencies
Total the amount transferred to each agency on separate lines

| Transferring Agency Name, City, and State | Justice Funds | Treasury Funds | | | | | | | | |
|--|---------------|----------------|--|--|--|--|--|--|--|--|
| Agency Name: <input style="width: 450px;" type="text"/> | | | | | | | | | | |
| NCIC/ORI/Tracking Number: <table border="1" style="display: inline-table; width: 150px; height: 15px;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> | | | | | | | | | | |
| | | | | | | | | | | |

Table C: Equitable Sharing Funds Transferred to Other Agencies
Total the amount transferred to each agency on separate lines

| Receiving Agency Name, City, and State | Justice Funds | Treasury Funds | | | | | | | | |
|--|---------------|----------------|--|--|--|--|--|--|--|--|
| Agency Name: <input style="width: 450px;" type="text"/> | | | | | | | | | | |
| NCIC/ORI/Tracking Number: <table border="1" style="display: inline-table; width: 150px; height: 15px;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> | | | | | | | | | | |
| | | | | | | | | | | |

Table D: Other Law Enforcement Expenses

| Description of Expense | Justice Funds | Treasury Funds |
|------------------------|---------------|----------------|
| | | |

Table E: Expenditures in Support of Community-based Programs

Refer to § VIII.A.1.m and Appendix C of the *Justice Guide*

| Recipient | Justice Funds |
|-----------|---------------|
| | |

Table F: Windfall Transfers to Other Government Agencies

Refer to § VIII.A.1.n of the *Justice Guide* and pp. 25-26 of the *Treasury Guide*

| Recipient | Justice Funds | Treasury Funds |
|-----------|---------------|----------------|
| | | |

Table G: Matching Grants

Refer to § VIII.A.1.h of the *Justice Guide* and p. 22 of the *Treasury Guide*

| 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"/> 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, Program Management and Strategic Planning Unit, 1400 New York Avenue, N.W., Second Floor, 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 page (page 5) submitted by fax. This will constitute submission to the Department of Justice and the Department of 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 Treasury, depending on the source of the funds, that the receiving agency is a federal Equitable Sharing Program participant and has a current Equitable Sharing Agreement and Certification on file.

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 forfeiture fund account.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public monies 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

See ¶ 2 on page

Signature: *Les Cotten*
Name: Les Cotten
Title: Sheriff
Date: 10/24/2011

Governing Body Head

See ¶ 2 on page

Signature: *H.M. Davenport, Jr.*
Name: H.M. Davenport, Jr.
Title: County Judge
Date: 10/24/2011

Subscribe to Equitable Sharing Wire:

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Final Instructions:

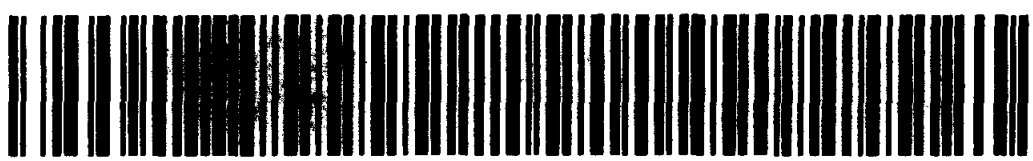
- Step 1: Click to save for your records
- Step 2: Click to save in XML format

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

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Entered on _____



FY End: 09/30/2011

Date Printed: October 20, 2011 14:56

NCIC: TX1750000 Agency: Navarro County Sheriff's Department

Phone: 903-654-3095

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