

FILED FOR RECORD  
IN MY OFFICE

AT 9:35 AM A. M.

MAR 21 2002

COUNTY CLERK, PANOLA COUNTY, TEXAS

BY Clara Jones DEPUTY**MEETING OF COMMISSIONERS' COURT  
OF PANOLA COUNTY****TO WHOM IT MAY CONCERN:**

PURSUANT TO THE TEXAS OPEN MEETINGS ACT, NOTICE IS HEREBY GIVEN THAT A SPECIAL MEETING OF THE COMMISSIONERS' COURT OF PANOLA COUNTY, TEXAS WILL BE HELD ON THE 25<sup>TH</sup> DAY OF MARCH, 2002, IN THE COMMISSIONERS' COURTROOM IN THE PANOLA COUNTY COURTHOUSE IN CARTHAGE, TEXAS AT 9:00 O'CLOCK A.M. AT WHICH MEETING THE FOLLOWING SUBJECTS WILL BE DISCUSSED AND THE FOLLOWING MATTERS ACTED UPON:

**OPEN MEETING:**

1. **CITIZEN COMMENTS:** This is for citizens to comment on any subject not on the current agenda concerning county business. Members of the Court may answer direct questions, but any action from this item must be scheduled on a future agenda.
2. **COMMISSIONERS' REPORT:** These are for informational purposes only. Any action that needs to be taken on the basis of these reports will be placed on a future agenda for action.
3. **COUNTY JUDGE'S REPORT:** This is for informational purposes only. Any action that needs to be taken on the basis of this report will be placed on a future agenda for action.
4. **CONSENT ITEMS:**

**PERSONNEL**

- a. To record correction of change in status of employment date for Adam Jones, full-time Detention Officer with the Panola County Sheriff's Department, to March 2, 2002, at the rate of \$9.53 per hour.
- b. To accept and record the resignation of Debbie Godwin, seasonal employee with the Sammy Brown Library, effective March 13, 2002.
- c. To record the promotion of Don Wiegman from Truck Driver to Operator with the Panola County Road and Bridge Department effective March 25, 2002 at the rate of \$10.72 per hour.
- d. To record the promotion of Don Gradberg from Truck Driver to Operator with the Panola County Road and Bridge Department effective March 25, 2002 at the rate of \$10.72 per hour.
- e. To record the employment of James Crooks as a Truck Driver with the Panola County Road and Bridge Department effective March 18, 2002 at the rate of \$8.53 per hour.

**ROAD & BRIDGE**

- a. To approve and record a request by Southwestern Bell Telephone to cross under Panola County Road #319 with a buried cable.

**MISCELLANEOUS**

- a. To record County Judges & Commissioners Association of Texas Commissioners Education Certificates of Completion for year 2001 for Panola County Commissioners Ronnie LaGrone, Doug Cotton, and Jimmy E. Davis.

**REQUESTS FOR CONFERENCE ATTENDANCE**

- a. To approve and record a Request for Attendance at a Conference for the following Panola County elected official(s)/employee(s): Panola County Sheriff's Department Deputy Jeff Ivy; Panola County Sheriff's Department Deputy Alan Smith; Panola County Sheriff's Department Sgt. David Gray; Panola County Sheriff's Department Administrative Secretary Nicky Henigan; Panola County Communications Deputy Toni Morse; Panola County Jail Supervisor Sherry Jones; Veterans Service Officer Allan D. Cain; County Clerk Chief Deputy Mickey Dorman; and County Auditor Sidney Burns.
5. To approve Road & Bridge requisitions and to approve payment of current Panola County bills as presented on vouchers prepared and submitted by the County Auditor.
6. Presentation of the Certificate of Achievement for Excellence in Financial Reporting for Fiscal Year 2000 to County Auditor Sidney Burns, and Assistant Auditors Bill Duke and Stephanie Johnson.
7. To proclaim April, 2002 as Child Abuse Prevention Month and Fair Housing Month.
8. To discuss and act upon final approval of plat of Lake Windermere Subdivision located in Precinct No. 2 off Farm-to-Market Road #1794.
9. To approve and award contract for Data Processing Systems used for Law Enforcement, Judicial, and Financial Management.

**ADJOURNMENT**

WITNESS THE HAND OF THE UNDERSIGNED CLERK ON THIS THE 21<sup>ST</sup> DAY OF MARCH, 2002 AT 9:35 O'CLOCK A.M.

Sue Grafton  
SUE GRAFTON, COUNTY CLERK  
PANOLA COUNTY, TEXAS  
By: Clara Jones, Deputy

I, SUE GRAFTON, CLERK OF THE COMMISSIONERS' COURT OF PANOLA COUNTY, TEXAS DO HEREBY CERTIFY THAT THE ABOVE NOTICE WAS POSTED ON THE OFFICIAL BULLETIN BOARD IN THE PANOLA COUNTY COURTHOUSE IN THE CITY OF CARTHAGE, TEXAS AND IN A PUBLIC PLACE VISIBLE AT ALL TIMES ON THE 21<sup>ST</sup> DAY OF MARCH, 2002 AT 9:35 O'CLOCK A.M.

Sue Grafton  
SUE GRAFTON, COUNTY CLERK  
PANOLA COUNTY, TEXAS  
By: Clara Jones, Deputy

APR 8 2002

The State of Texas  
County of PanolaSUE GRAFTON  
COUNTY CLERK, PANOLA COUNTY, TEXAS  
BY Sue Grafton DEPUTY

On this the 25th day of March A.D. 2002, the Commissioners' Court of Panola County, Texas met in a Special Meeting of the Court at 9:00 o'clock a.m. in the Commissioners' Courtroom of said County with the following members of the Court present:

John Cordray  
Ronnie LaGrone  
Douglas M. Cotton  
Hermon E. Reed, Jr.  
Jimmy Davis

County Judge  
Commissioner, Precinct No. 1  
Commissioner, Precinct No. 2  
Commissioner, Precinct No. 3  
Commissioner, Precinct No. 4

with none absent, constituting a quorum of the Court. Also attending were Sue Grafton, County Clerk and Lee Ann Jones, Administrative Assistant to the County Judge. Attached to and made a part of these Minutes is a list of other attendees and the office or organization that each represents. The following proceedings were held at this meeting:

**OPEN MEETING:****1. CITIZEN COMMENTS:**

There were no comments from the citizens.

**2. COMMISSIONERS' REPORT:**

Commissioner LaGrone reported that there are still some problems with the roof at the Exposition Barn. He has asked Mr. Blankenship to check on them and give him a report on what will be needed to get them repaired.

**3. COUNTY JUDGE'S REPORT:**

Judge Cordray reported that there will be a meeting regarding the formation of a ground water district at 1:00 o'clock p.m. tomorrow. This is open to anyone interested in the ground water issue and the possible formation of a district for Panola County.

He also reported that he had received a letter last Friday from Mr. Gary Hudson of East Texas Medical Center-Carthage. In the original lease agreement with ETMC there is a clause stating that 4% of the amount of patient revenue will be afforded to the County in indigent care at any hospital in their entire system. Their calculations for 2000-2001 indicate that Panola County owes the hospital in excess of \$376,000.00. Judge Cordray said that during the lease negotiations, Mr. Elmer Ellis, CEO of the entire ETMC System, had told him that all the other hospitals in the system had that 4% amount in their agreements, but that no other leasing entity had been asked to reimburse any amounts which exceed that 4% amount.

Judge Cordray also reported that there should have been bi-annual reconciliations during that period which had not been done if we were to be billed for the amount over the 4%. He has sent a letter to Mr. Ellis asking if the policy has changed. He also asked the date of any change and questioned why the County was not notified. He has inquired as to whether this is only for ETMC-Carthage or if it includes the other hospitals in the system. He also mentioned that these are unaudited figures, and that Panola County will pay nothing without a complete audit of the figures by our outside auditors. It is his belief that if the County is liable for anything in this matter it would be only for the additional costs incurred during the last six months of 2001.

**4. CONSENT ITEMS:****PERSONNEL**

- ✓ a. To record correction of change of status of employment date for Adam Jones, full-time Detention Officer with the Panola County Sheriff's Department, to March 2, 2002, at the rate of \$9.53 per hour.
- ✓ b. To accept and record the resignation of Debbie Godwin, seasonal employee with the Sammy Brown Library, effective March 13, 2002.
- ✓ c. To record the promotion of Don Wiegman from Truck Driver to Operator with the Panola County Road and Bridge Department effective March 25, 2002 at the rate of \$10.72 per hour.
- ✓ d. To record the promotion of Don Gradberg from Truck Driver to Operator with the Panola County Road and Bridge Department effective March 25, 2002 at the rate of \$10.72 per hour.
- ✓ e. To record the employment of James Crooks as a Truck Driver with the Panola County Road and Bridge Department effective March 18, 2002 at the rate of \$8.53 per hour.

#### ROAD & BRIDGE

- ✓ a. To approve and record a request by Southwestern Bell Telephone to cross under Panola County Road #319 with a buried cable.

#### MISCELLANEOUS

- ✓ a. To record County Judges and Commissioners Association of Texas Commissioners Education Certificates of Completion for year 2001 for Panola County Commissioners Ronnie LaGrone, Doug Cotton, and Jimmy E. Davis

#### REQUESTS FOR CONFERENCE ATTENDANCE

- ✓ a. To approve and record a Request for Attendance at a Conference for the following Panola County elected official(s)/employee(s). Panola County Sheriff's Department Deputy Jeff Ivy; Panola County Sheriff's Department Deputy Alan Smith, Panola County Sheriff's Department Sgt. David Gray; Panola County Sheriff's Department Administrative Secretary Nicky Henigan; Panola County Communications Deputy Toni Morse; Panola County Jail Supervisor Sherry Jones; Veterans Service Officer Allan D. Cain, County Clerk Chief Deputy Mickey Dorman; and County Auditor Sidney Burns.

Commissioner Cotton moved and Commissioner LaGrone seconded the motion to approve all the Consent Items. The motion passed unanimously.

A COPY OF EACH AMENDMENT REQUEST AND/OR BOND IS ATTACHED TO AND MADE A PART OF THE MINUTES.

- ✓ 5. Commissioner Davis moved and Commissioner Reed seconded the motion to approve the Road & Bridge requisitions and to approve the payment of the current Panola County bills as presented on vouchers prepared and submitted by the County Auditor. The motion passed unanimously. SEE LIST OF BILLS ATTACHED.
- ✓ 6. Judge Cordray presented the Certificate of Achievement for Excellence in Financial Reporting for Fiscal Year 2000 to County Auditor Sidney Burns and Assistant Auditors Bill Duke and Stephanie Johnson.

- 7. After some discussion Commissioner LaGrone moved and Commissioner Davis seconded the motion to proclaim April, 2002, as Child Abuse Prevention Month and Fair Housing Month. The motion passed unanimously. SEE COPIES OF PROCLAMATIONS ATTACHED.
- 8. After some discussion and a presentation by Mr. Bill Abney, President of Lake Windemere Ltd., Commissioner Cotton moved and Commissioner LaGrone seconded the motion to give final approval of the plat of the Lake Windemere Subdivision located in Precinct No. 2 off Farm-to-Market Road #1794. The motion passed unanimously. SEE COPY OF PLAT ON FILE IN OFFICE OF THE COUNTY CLERK.
- 9. Commissioner LaGrone moved and Commissioner Davis seconded the motion to approve the bid proposal and award the contract for Data Processing Systems used for Law Enforcement, Judicial and Financial Management to The Software Group, Inc. of Plano, Texas. The motion passed unanimously. SEE COPY OF CONTRACT ATTACHED.

The meeting was then adjourned.

Dated this the 25th day of March, 2002.

*John Cordray*  
John Cordray, County Judge, Panola County, Texas

ATTEST:

*Sue Grafton*  
Sue Grafton, County Clerk, Panola County, Texas



25 Mar 02 9am

*Amanda Haley, CPS*  
*Stephanie Glover*  
*Bill Duke*  
*Sydney Burr*  
*David Anderson*  
*Boyer Abney*  
*John Miller*  
*Alonzela Studdard*  
*Jessie Chierchel*  
*Veronica Hummels*  
*Michelle Robinson*  
*Myra Gayman*  
*Eva Johns Chadwick*

# CONSENT

VOL 39 PAGE 451

# ITEMS

314 W. WELLINGTON  
CARTHAGE, TX 75633  
(903) 693-0333  
FAX (903) 693-9366



JACK ELLETT  
SHERIFF

## PANOLA COUNTY SHERIFF'S DEPARTMENT

# COPY

March 8, 2002

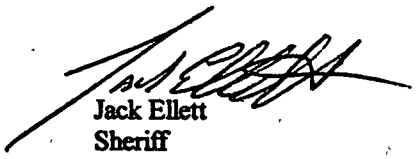
The Honorable John Cordray  
Panola County Judge  
110 S. Sycamore  
Carthage, Texas 75633

Judge Cordray:

Please add the following amended request to the next scheduled Commissioner's meeting:

- 1) Adam Jones will begin work as full time Detention Officer effective March 9, 2002 at the rate of \$9.53 per hour.

Sincerely,

  
Jack Ellett  
Sheriff

JE/hc

CC: Sidney Burns  
Gloria Portman

VOL

39 PAGE 452

March 13, 2002

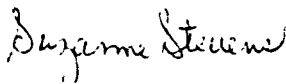
Honorable Judge John Cordray  
Commissioners Court Panola County  
Carthage, Texas 75633

Re: Library employee Debbie Godwin

Gentlemen:

Please be advised that the above referenced employee turned in her resignation effective this date and will no longer be employed by the Sammy Brown Library.

Respectfully submitted,



Suzanne Stevens, Chairman  
Sammy Brown Library Board

Cc: Sydney Burns  
Gloria Portman

NOTICE OF PROPOSED INSTALLATION  
PIPE AND/OR UTILITY LINES

DATE 3-14-02

4993641  
(622)

VOL

39 PAGE 453

TO: THE PANOLA COUNTY COMMISSIONERS COURT

c/o

PANOLA COUNTY ROAD & BRIDGE DEPARTMENT CARTHAGE TEXAS

Formal notice is hereby given that:

SOUTHWESTERN BELL TELEPHONE proposes to place a  
(COMPANY NAME)

BURIED CABLE line within the Right-of-Way  
(PIPE SIZE)

of County Road: 319 as follows:  
(NUMBER OF ROAD)

The proposed pipeline will cross under the indicated roads on the attached sheet. Installation shall be made by boring, total length of line in Panola County is No BORES.

WE PROPOSE TO PARALLEL CR 319 FOR  
APPROXIMATELY 650',

The location and description of the proposed line and appurtenances is more fully shown by the copies of drawings attached to this notice. The line will be constructed and maintained on the County Right-of-Way as directed by the County Commissioners in accordance with current Panola County Specifications.

Construction of this line will begin on or after the  
20th day of MARCH, 2002.

FIRM: SOUTHWESTERN BELL TELEPHONE

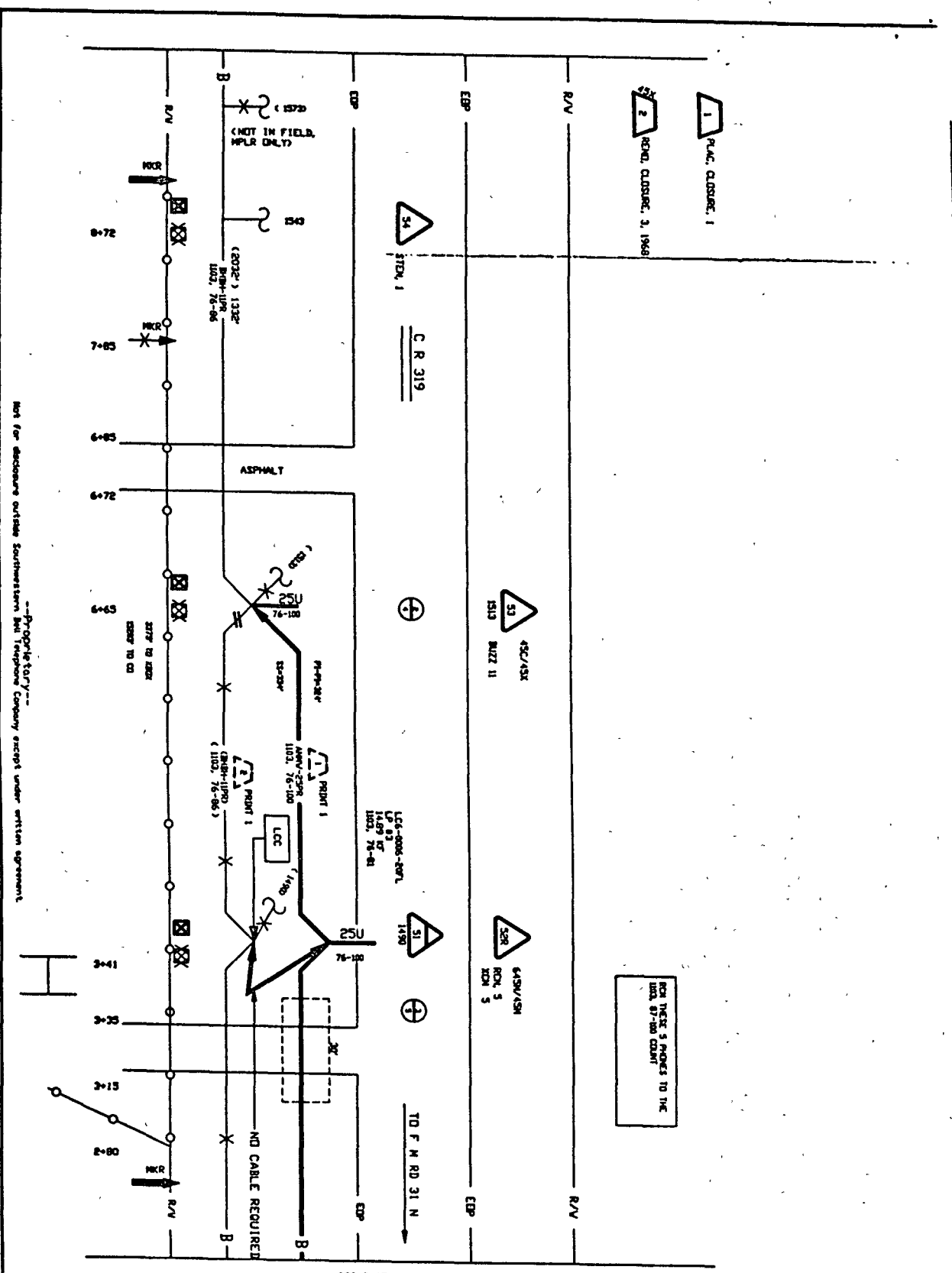
BY: WAYNE PRINCE

TITLE: MGR- ENGINEERING

ADDRESS: 301 MAMON DR  
LONGVIEW, TX 75604

PHONE: (903) 237-3486





DO NOT TEST 5 POKES TO THE  
REAR OF THE CLOSURE

SPECIAL  
CIRCUITS  
6203  
FORWARDED  
PERMIT  
REQUIRED

NORTH ARROW

OPERATING RANGE OF JOB STEPS

LINE 1 TO 2

SPACE 31 TO 34

WFRIC

TRANSMISSION ZONE

RZ 15 C2 0 TAPER CODE 11102

CAUTION HIGH VOLTAGE

KV 140 ABOVE 1 BURIED 1

POLE CONTACTS (+) 0 (-) 0

PMR CO RINGA HARBOR DLT

NOTES

PROJECT NO 4993641

TOT PRINTS 3 PRINT NO. 2

NPA/NNX 90-42 PRT 303622

EXCH. DEANWOOD

TAX DIST. 9806 CMC 115

GEO LOC. 116322

ENGR. W DRAWN LDI

TELEPHONE NO. (900) 231-3468

REC. REF. AD-088

MAP REF. AC-81

SCALE 100'

ISSUE DATE 04/12/2002

DATE REV.

PROJ. TITLE RUC CA R 319

Not for disclosure outside Southwestern Bell Telephone Company except under written agreement

Proprietary



# APPROVAL

March 25, 2002

TO: Southwestern Bell Telephone  
301 Mamon Drive  
Longview, Texas 75604

RE: CR #319

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed buried cable as shown by accompanying drawings and notice except as noted below:

It is expressly understood that the County Commissioners' Court does not purpose hereby, to grant any right, claim, title or easement in or upon this county road. It is further understood that in the future should for any reason the county need to work, improve, relocate, widen, increase, add to, or in any manner change the structure of this right-of-way, any required relocation of said lines shall be at the sole expense of owner.

All work on the county right-of-way shall be performed in accordance with the county instructions. The installations shall not damage any part of the road and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent owners. Special specifications for placing this line are as follows:

1. All lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or barrow ditch.
2. All excavation within the right-of-way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material shall be removed from the right-of-way and the excavation finished flush with surrounding natural ground.
3. Lines crossing under surfaced roads and under surfacing cross roads within the right-of-way shall be placed by boring. Boring shall extend from crown line to crown line. Gravity from sewer lines under roadways shall be cast iron pipe.
4. All lines, where practicable, shall be located to cross roadbed at approximately right angles thereto. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.
5. Parallel line will be installed as near the right-of-way lines as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the Panola County Commissioners' Court.
6. Operations along roadbeds shall be performed in such manner that all excavated material be kept off the pavement at all times, as well as all operating equipment and materials. No equipment or installation procedures will be used which will damage any road surface or structures. The cost of any repairs to road surface, roadbed, structures or other right-of-way features as a direct result of this installation will be borne by the owner of this line.
7. Barricades, warning signs, lights, and flag man(men) when necessary shall be provided by the contractor or owner. One-half (1/2) of the traveled portion of the road must be open at all times.

Approved: 

COUNTY JUDGE

## COMMISSIONERS:

Precinct #1 Ronnie LaGrone  
Precinct #2 Doug Cotton  
Precinct #3 Hermon E. Reed, Jr.  
Precinct #4 Jimmy E. Davis

# COUNTY JUDGES & COMMISSIONERS

## ASSOCIATION OF TEXAS

### COMMISSIONERS EDUCATION CERTIFICATE OF COMPLETION

VOL 38 PAGE 457

This is to certify that

***RONNIE LAGRONE***

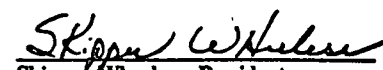
has successfully completed the continuing education

provisions of Article 81.0025 of the

Texas Local Government Code

2001

  
Richard Cortese, Chairman  
Commissioners Education Committee

  
Skipper Wheeler, President  
County Judges & Commissioners  
Association of Texas

2001  
COUNTY COMMISSIONERS CONTINUING EDUCATION

NAME: Ronnie LaGrone

COUNTY: Panola

SOC. SEC. #: 451-90-7667

PCT. # 1

DATE	CONFERENCE ATTENDED	CREDITS EARNED
	Carried forward from 2000	4
2/8/01	43 <sup>rd</sup> Annual Conference	16
10/18/01	79 <sup>th</sup> Annual CJA Conference	6

TOTAL CREDITS EARNED:

26

# COUNTY JUDGES & COMMISSIONERS

## ASSOCIATION OF TEXAS

### COMMISSIONERS EDUCATION

### CERTIFICATE OF COMPLETION

This is to certify that

***DOUG COTTON***


has successfully completed the continuing education

provisions of Article 81.0025 of the

Texas Local Government Code

2001

  
Richard Cortese, Chairman  
Commissioners Education Committee

  
Skipper Wheelless, President  
County Judges & Commissioners  
Association of Texas

2001  
COUNTY COMMISSIONERS CONTINUING EDUCATION

DOUGLAS M. COTTON	PANOLA	2	439-58-6826
(Name)	(County)	(Pct. #)	Soc. Sec. #

DATE	CONFERENCE ATTENDED	CREDITS EARNED
	Carried forward from 2000	8
2/8/01	43 <sup>rd</sup> Annual Conference	16
10/18/01	79 <sup>th</sup> Annual CJCA Conference	13

TOTAL CREDITS EARNED: 37

# COUNTY JUDGES & COMMISSIONERS

## ASSOCIATION OF TEXAS

### COMMISSIONERS EDUCATION CERTIFICATE OF COMPLETION

VOL 39 PAGE 459

This is to certify that

***JIMMY DAVIS***


has successfully completed the continuing education

provisions of Article 81.0025 of the

Texas Local Government Code

2001

  
Richard Cortese, Chairman  
Commissioners Education Committee

  
Skipper Wheelless, President  
County Judges & Commissioners  
Association of Texas

#### 2001 COUNTY COMMISSIONERS CONTINUING EDUCATION

NAME: Jimmy E. Davis

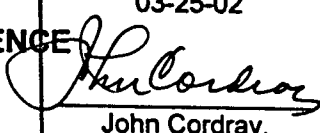
COUNTY: Panola

SOC. SEC. #: 459-64-9148

PCT. # 4

DATE	CONFERENCE ATTENDED	CREDITS EARNED
	Carried forward from 2000	8
2/8/01	43 <sup>rd</sup> Annual Conference	16

TOTAL CREDITS EARNED: 24

PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE AT A CONFERENCEAPPROVED  
03-25-02  
John Cordray,  
County Judge

NAME: Jeff Ivy

POSITION: Deputy

DEPARTMENT: Sheriff

DATE: 3-11-02

CONFERENCE: Basic SWAT School

LOCATION: Conroe, Texas

DATES: April 14 to April 19, 2002

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 6

Does the conference meet your educational requirements for the year? no

If not, how much of your requirements will be met by this conference? 50 Hours

How much of your requirements have been met already, not counting this conference?

None

How many days have you been away from your job this year for conferences, not counting this conference? None

Do you have sufficient funds in your budget for this conference? Yes

Write a short statement explaining the public purpose that will be met by your attendance at this conference: (continue on the back if necessary.)

Basic Training for members of our SRT Team.

VOL 39 PAGE 461  
PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED  
03-25-02

*John Cordray*  
John Cordray  
County Judge

NAME: Alan Smith  
POSITION: Deputy  
DEPARTMENT: Sheriff  
DATE: 3-11-02

CONFERENCE: Basic SWAT School

LOCATION: Conroe, Texas

DATES: April 14 to April 19, 2002

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 6

Does the conference meet your educational requirements for the year? no

If not, how much of your requirements will be met by this conference? 50 Hours

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None

How many days have you been away from your job this year for conferences, not counting this conference? None

Do you have sufficient funds in your budget for this conference? Yes

Write a short statement explaining the public purpose that will be met by your attendance at this conference: (continue on the back if necessary.)

Basic Training for members of our SRT Team.



PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED

03-25-02

*John Cordray*  
John Cordray,  
County Judge

NAME: David Gray

POSITION: Sgt.

DEPARTMENT: Sheriff

DATE: 3-11-02

CONFERENCE: Advanced Gang Investigators Course

LOCATION: Tyler, Texas

DATES: April 2 to April 3

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 2

Does the conference meet your educational requirements for the year? No

If not, how much of your requirements will be met by this conference? 16 Hrs

How much of your requirements have been met already, not counting this conference?

24 Hours

How many days have you been away from your job this year for conferences, not counting this conference? 3

Do you have sufficient funds in your budget for this conference? Yes

Write a short statement explaining the public purpose that will be met by your attendance at this conference: (continue on the back if necessary.)

Class in taught by the Texas Attorney General's Office. Class is to help

officers in investigation of gang related activities

PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE AT A CONFERENCEAPPROVED  
03-25-02  
John Cordray,  
County JudgeNAME: Nicky HeniganPOSITION: AdministrationDEPARTMENT: SheriffDATE: 3-11-02CONFERENCE: Begining Recall for Sheriff ( Software Group)LOCATION: Plano, TexasDATES: March 27, 2002 to NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 1Does the conference meet your educational requirements for the year? noIf not, how much of your requirements will be met by this conference? 8 Hrs

How much of your requirements have been met already, not counting this conference?

NoneHow many days have you been away from your job this year for conferences, not counting this conference? noneDo you have sufficient funds in your budget for this conference? Yes

Write a short statement explaining the public purpose that will be met by your attendance at this conference: (continue on the back if necessary.)

Training in the proper use of Recall with the TSG computer system.

PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED

03-25-02

  
John Cordray  
County Judge

NAME: TONI MORSE

POSITION: Communication Deputy

DEPARTMENT: Sheriff

DATE: 3/12/02

CONFERENCE: TENA Conference

LOCATION: Houston

DATES: April 9, to April 10, 2002

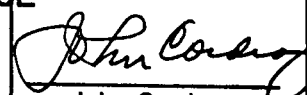
NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 2Does the conference meet your educational requirements for the year? NoIf not, how much of your requirements will be met by this conference? 16 Hrs

How much of your requirements have been met already, not counting this conference?

NoneHow many days have you been away from your job this year for conferences, not counting this conference? NoneDo you have sufficient funds in your budget for this conference? Yes

Write a short statement explaining the public purpose that will be met by your attendance at this conference: (continue on the back if necessary.)

Telecommunicator Training

PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE AT A CONFERENCEAPPROVED  
03-25-02  
John Cordray,  
County Judge

NAME: Sherry Jones

POSITION: Jail Supervisor

DEPARTMENT: Sheriff

DATE: 3/12/02

CONFERENCE: TENA Conference

LOCATION: Houston

DATES: April 9, to April 10, 2002

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 2

Does the conference meet your educational requirements for the year? No

If not, how much of your requirements will be met by this conference? 16 Hrs

How much of your requirements have been met already, not counting this conference?

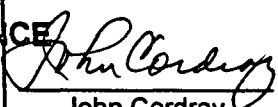
None

How many days have you been away from your job this year for conferences, not counting this conference? None

Do you have sufficient funds in your budget for this conference? Yes

Write a short statement explaining the public purpose that will be met by your attendance at this conference: (continue on the back if necessary.)

Telecommunicator Training

PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE AT A CONFERENCEAPPROVED  
03-25-02  
John Cordray,  
County Judge

NAME: Allan D. Cain

POSITION: County Service Officer

DEPARTMENT: Veterans Service Office

DATE: March 15, 2002

CONFERENCE: Texas Veterans Commission 2002 Spring Training ConferenceLOCATION: Galveston, TXDATES: April 9, 2002 to April 11, 2002NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 4Does the conference meet your educational requirements for the year? Yes

If not, how much of your requirements will be met by this conference? \_\_\_\_\_

How much of your requirements have been met already, not counting this conference?

NoneHow many days have you been away from your job this year for conferences, not counting this conference? NoneDo you have sufficient funds in your budget for this conference? Yes


Write a short statement explaining the public purpose that will be met by your attendance at this conference: (continue on the back if necessary.)

Section 434.038 (a) of the Texas Government Code, "is required to attend at  
least one training conference per year to maintain Texas certification."

PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED

03-25-02

  
John Cordray,  
County Judge

NAME: MICKEY DORMAN

POSITION: CHIEF DEPUTY

DEPARTMENT: COUNTY CLERK

DATE: MARCH 19, 2002

CONFERENCE: U. T. LAW SCHOOL

LOCATION: AUSTIN, TEXAS

DATES: APRIL 10 to APRIL 12

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 3 DAYS

Does the conference meet your educational requirements for the year? NO

If not, how much of your requirements will be met by this conference? NONE

How much of your requirements have been met already, not counting this conference?

NONE

How many days have you been away from your job this year for conferences, not counting this conference? NONE

Do you have sufficient funds in your budget for this conference? YES

Write a short statement explaining the public purpose that will be met by your attendance at this conference: (continue on the back if necessary.)

I THINK I WILL RECEIVE FIRST HAND INFORMATION ABOUT THINGS THAT WILL

HELP ME UNDERSTAND MORE CLEARLY THE LAW THAT REGULATE THE COUNTY CLERK'S OFFICE

TO BETTER SERVE THE PEOPLE OF PANOLA COUNTY

VOL

39 PAGE 468

PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED

03-25-02

John Cordray  
County Judge

NAME:

Sidney Burns

POSITION:

County Auditor

DEPARTMENT:

County Auditor

DATE:

3-20-01

CONFERENCE:

GFOA - Performance Management and Budget Refor

LOCATION:

Nacogdoches Texas

DATES:

4-17-02 to 4-17-02

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE:

1/2 day

Does the conference meet your educational requirements for the year?

NO

If not, how much of your requirements will be met by this conference?

4

How much of your requirements have been met already, not counting this conference?

0

How many days have you been away from your job this year for conferences, not counting this conference?

0

Do you have sufficient funds in your budget for this conference?

Yes

Write a short statement explaining the public purpose that will be met by your attendance at this conference: (continue on the back if necessary.)

This conference is sponsored by the Government  
Finance Officer Association and provides education  
on public budgeting. This will include  
information on budget formats and fiscal  
planning processes.

# ACTION

# ITEMS

VOL 39 PAGE 469

Panola County  
25 Mar 2002  
THE SOFTWARE GROUP, INC.

## ACCOUNTS PAYABLE SYSTEM

08:13:18am

Open Invoices thru 03/25/02

PAGE 1

	Gross Amount.	Req.	Req.	Discount	Req.	Req.	Net Amt.....
* Due 3240-DEBBIE'S BEST WATER STO	\$21.65			\$0.00			\$ 21.65
* Due 3025-30TH ANNUAL COUNTY TREAS	\$130.00	E		\$0.00			\$ 130.00
* Due 3073-A T & T WIRELESS R & B	\$188.63			\$0.00			\$ 188.63
* Due 2703-A T & T WIRELESS SERVICE	\$649.70			\$0.00			\$ 649.70
* Due 223-A TO Z TIRE & BATTERY	\$312.00			\$0.00			\$ 312.00
* Due 1301-ADAMS OIL COMPANY	\$6740.31			\$0.00			\$ 6740.31
* Due 573-ALLAN D. CAIN	\$110.00			\$0.00			\$ 110.00
* Due 135-ALLTEL	\$157.05			\$0.00			\$ 157.05
* Due 32-ARCH	\$49.09			\$0.00			\$ 49.09
* Due 3135-ARF ENGINEERING INC	\$9165.30			\$0.00			\$ 9165.30
* Due 1491-ANTONATED RECORDS SERVI	\$1135.00			\$0.00			\$ 1135.00
* Due 423-B & B LOCKSMITH	\$320.75			\$0.00			\$ 320.75
* Due 562-BAXTER SALES CO INC.	\$885.09			\$0.00			\$ 885.09



Panola County  
THE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM  
Open Invoices thru 03/25/02

25 Mar 2002

PAGE 2

Gross Amount. Req. Req. Discount Req. Req. Net Amt.....

* Due 1337-BETTY ATKERSON	\$16.25		\$0.00		\$ 16.25
* Due 524-BOBBY J. PHILLIPS	\$450.00		\$0.00		450.00
* Due 319-BRYAN & BRYAN	\$4187.79		\$0.00		4187.79
* Due 209-CAR-TEX TRAILER CONPAN, IN	\$53.43		\$0.00		53.43
* Due 124-CARTHAGE AG & VET SUPPLY	\$193.80		\$0.00		193.80
* Due 8-CARTHAGE MACHINE AND WELDING	\$112.24		\$0.00		112.24
* Due 545-CHARLES C. DICKERSON	\$1087.50		\$0.00		1087.50
* Due 42-CHEROKEE COUNTY	\$675.00		\$0.00		675.00
* Due 1278-CIVIL PROCESS TRAINING IN	\$50.00		\$0.00		50.00
* Due 196-CONSECO SENIOR HEALTH INS	\$129.70		\$0.00		129.70
* Due 196-COREY BARKHEAD	\$250.00		\$0.00		250.00
* Due 2769-COX COMMUNICATIONS INC	\$39.90		\$0.00		39.90
* Due 20-CRAIG MILAN ELECTRIC	\$430.24		\$0.00		430.24

Parola County  
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM  
Open Invoices thru 03/25/02

VOL 39 PAGE 471  
25 Mar 2002 PAGE 3

	Gross Amount.	Req.	Req.	Discount	Req.	Req.	Net Amt.....
* Due 452-DALLAS COUNTY TREASURER	\$1150.00			\$0.00			\$ 1150.00
* Due 192-DANKA OFFICE IMAGING CO	\$287.10			\$0.00			\$ 287.10
* Due 1423-DEBRA JOHNSON	\$90.00			\$0.00			\$ 90.00
* Due 3243-DIRECT SAFETY COMPANY	\$29.38			\$0.00			\$ 29.38
* Due 180-DON'S PHOTO	\$15.74			\$0.00			\$ 15.74
* Due 201-DR. KEITH KEELING	\$500.00			\$0.00			\$ 500.00
* Due 39-EAST TEXAS COUNCIL ON ALCOHOLISM	\$875.00			\$0.00			\$ 875.00
* Due 88-EAST TEXAS OPEN DOOR, INC	\$1250.00			\$0.00			\$ 1250.00
* Due 3208-ELITE ROCK	\$3170.55			\$0.00			\$ 3170.55
* Due 2066-ETNC CARTHAGE	\$20.00			\$0.00			\$ 20.00
* Due 3026-ETOX	\$245.06			\$0.00			\$ 245.06
* Due 320-BALL'S INC	\$488.39			\$0.00			\$ 488.39
* Due 3244-GFOA	\$95.00			\$0.00			\$ 95.00
* Due 87-GOVERNMENT RECORDS SERVICE	\$10301.23			\$0.00			\$ 10301.23

Panola County  
THE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM  
Open Invoices thru 03/25/02

25 Mar 2002

PAGE 4

Gross Amount. Req. Req. Discount Req. Req. Net Amt.....

\* Due 197-BRECK COUNTY JUVENILE PR\$3050.00 \$0.00 \$ 3050.00

\* Due 2635-WAL'S BOYD AIR CONDITIONI\$57.50 \$0.00 \$ 57.50

\* Due 2050-HARRISON COUNTY JUVENIL\$1000.00 \$0.00 \$ 1000.00

\* Due 370-HIGH POINT COMMUNICATIONS \$89.60 \$0.00 \$ 89.60

\* Due 824-HYATT REGENCY - AUSTIN \$396.75 \$0.00 \$ 396.75

\* Due 1000-IKON OFFICE SOLUTIONS \$131.42 \$0.00 \$ 131.42

\* Due 2550-INTERSTATE SUPPLY CO INC\$295.60 \$0.00 \$ 295.60

\* Due 716-JINERSON FUNERAL HOME \$417.00 \$0.00 \$ 417.00

\* Due 906-JOE HINS \$13.99 \$0.00 \$ 13.99

\* Due 1200-KEITH KEELING M.D. \$130.00 \$0.00 \$ 130.00

\* Due 943-KEVIN LAKE \$423.90 \$0.00 \$ 423.90

\* Due 9236-KTDS INC \$50.00 \$0.00 \$ 50.00

\* Due 405-LARRY FIELDS \$350.00 \$0.00 \$ 350.00

Panola County  
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM  
Open Invoices thru 03/25/02

VOL

39 PAGE 473

25 Mar 2002

PAGE 5

	Gross Amount.	Req.	Req.	Discount	Req.	Req.	Net Amt.....
* Due 1066-LINDA POPE	\$400.00			\$0.00			\$ 400.00
* Due 1240-M. G. CLEANERS	\$150.00			\$0.00			\$ 150.00
* Due 1067-MARSHALL REGIONAL MEDICAL	\$77.05			\$0.00			\$ 77.05
* Due 754-MASSEY'S	\$64.93			\$0.00			\$ 64.93
* Due 740-MOORE'S TRUCK TIRE CENTER	\$623.64			\$0.00			\$ 623.64
* Due 2830-NICKY HENIGAN	\$950.00			\$0.00			\$ 950.00
* Due 3238-NORTRAX SOUTH	\$71500.00			\$0.00			\$ 71500.00
* Due 3202-OLNSTED-KIRK PAPER CONPA	\$376.55			\$0.00			\$ 376.55
* Due 512-PANOLA COUNTY GENERAL FUND	\$27.34			\$0.00			\$ 27.34
* Due 737-PANOLA POST/WATCHMAN	\$588.60			\$0.00			\$ 588.60
* Due 103-PEGUES-HURST MOTOR CO.	\$67.51			\$0.00			\$ 67.51
* Due 47-PINEYWOODS BUSINESS FORMS	\$904.95			\$0.00			\$ 904.95
* Due 71-POWERPLAN	\$263.47			\$0.00			\$ 263.47

Palo Alto County  
THE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM  
Open Invoices thru 03/25/02

25 Mar 2002

PAGE 6

Gross Amount. Req. Req. Discount Req. Req. Net Amt.....

* Due 412-QUILL CORPORATION	\$162.05		\$0.00		\$ 162.05
<hr/>					
* Due 60-R & J'S CUSTOM EXHAUST & HU	\$12.50	0	\$0.00		\$ 12.50
<hr/>					
* Due 20-RED MAN SUPPLY	\$374.77		\$0.00		\$ 374.77
<hr/>					
* Due 9-ROSS CITGO	\$317.62		\$0.00		\$ 317.62
<hr/>					
* Due 463-SANDRA KING	\$330.00		\$0.00		\$ 330.00
<hr/>					
* Due 109-SBC SOUTHWESTERN BELL TEL	\$301.99	0	\$0.00		\$ 301.99
<hr/>					
* Due 31-SCOTT-HERRINAN, INC.	\$83.55		\$0.00		\$ 83.55
<hr/>					
* Due 136-SHELBY LP GAS COMPANY	\$112.53		\$0.00		\$ 112.53
<hr/>					
* Due 29-TED'S SAW SHOP	\$34.95		\$0.00		\$ 34.95
<hr/>					
* Due 106-TEECO SAFETY, INC.	\$432.45		\$0.00		\$ 432.45
<hr/>					
* Due 1930-TERRI HUDSON	\$733.95		\$0.00		\$ 733.95
<hr/>					
* Due 416-TEXAS MUNICIPAL COURT NEWS	\$34.00		\$0.00		\$ 34.00
<hr/>					
* Due 3002-TEXAS PARKS & WILDLIFE	\$561.00		\$0.00		\$ 561.00
<hr/>					
* Due 341-TEXAS PROBATION ASSOCIATIO	\$35.00		\$0.00		\$ 35.00

Panola County  
THE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM  
Open Invoices thru 03/25/02

25 Mar 2002

PAGE 7

Gross Amount. Req. Req. Discount Req. Req. Net Amt.....

* Due 2500-TEXAS WILDLIFE DAMAGE	\$1000.00		\$0.00		\$ 1000.00
* Due 926-THE CENTER	\$600.00		\$0.00		\$ 600.00
* Due 2068-THE NETT.COM	\$19.95		\$0.00		\$ 19.95
* Due 1776-THE UNIVERSITY OF TEXAS	\$390.00		\$0.00		\$ 390.00
* Due 668-TON N. JONES, DDS	\$578.00		\$0.00		\$ 578.00
* Due 2682-TRIPLE BLADE & STEEL	\$3990.00		\$0.00		\$ 3990.00
* Due 3172-TROY VAUGHN	\$63.94		\$0.00		\$ 63.94
* Due 1349-TRUCK PARTS WORLD	\$23.29		\$0.00		\$ 23.29
* Due 1650-USPS DISBURSING OFFICER	\$225.00		\$0.00		\$ 225.00
* Due 2533-WEST GROUP	\$592.00		\$0.00		\$ 592.00
* Due 1834-WHITAKER PLUMBING	\$97.41		\$0.00		\$ 97.41
* Due 64-XEROX CORPORATION	\$274.53		\$0.00		\$ 274.53
Totals	\$141519.83		\$0.00		\$ 141519.83

Panola County  
THE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM  
Open Invoices thru 03/25/02

25 Mar 2002

PAGE 8

Gross Amount. Req. Req. Discount Req. Req. Net Amt.....

148 records listed.

## PROCLAMATION

**WHEREAS**, thousands of cases of child abuse and neglect are confirmed in Texas; approximately 149 cases of child abuse and neglect were investigated in Panola County, Texas in Fiscal Year 2001; and

**WHEREAS**, child abuse prevention is a community responsibility and finding solutions depends on involvement among all people; and

**WHEREAS**, communities must make every effort to promote programs that benefit children and their families; and

**WHEREAS**, effective child abuse prevention programs succeed because of partnerships among agencies, schools, religious organization, law enforcement agencies, and the business community; and

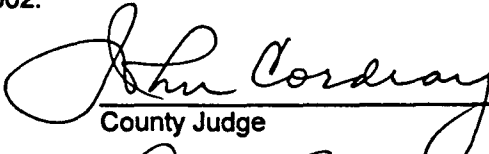
**WHEREAS**, "Children are our Future" and everyone in the community should become more aware of child abuse prevention and consider helping parents raise their children in a safe, nurturing environment.


**NOW, THEREFORE**, the Commissioners' Court of Panola County, Texas does hereby proclaim the month of April, 2002

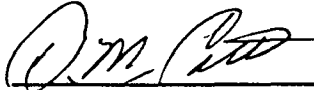
### CHILD ABUSE PREVENTION MONTH

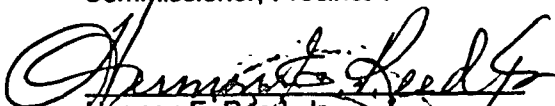
in Panola County, and urges all citizens to work together to help reduce child abuse and neglect significantly in years to come.

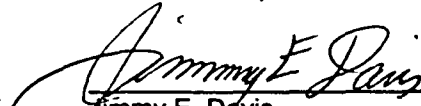
Dated this 25th day of March, 2002.

  
County Judge

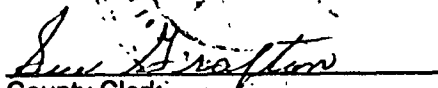
  
Ronnie LaGrone  
Commissioner, Precinct 1

  
Doug Cotton  
Commissioner, Precinct 2

  
Hermon E. Reed, Jr.  
Commissioner, Precinct 3

  
Jimmy E. Davis  
Commissioner, Precinct 4

ATTEST:

  
County Clerk

## PROCLAMATION

WHEREAS, the Department of Housing and Urban Development has initiated the sponsorship of activities during the month of April, 2002 designed to reinforce the Department's commitment to the concept of Fair Housing and Equal Opportunity; and

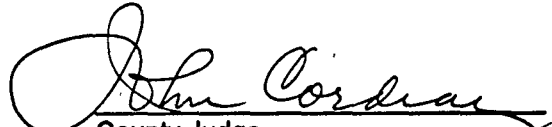
WHEREAS, Panola County affirmatively supports federal objectives related to Fair Housing and Equal Opportunity; and


NOW, THEREFORE, the Commissioners' Court of Panola County, Texas does hereby proclaim the month of April, 2002 to be

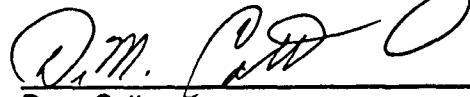
### "FAIR HOUSING MONTH"

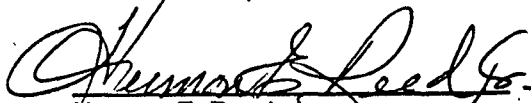
in Panola County, and urges all local officials and public and private organizations to give full and requisite consideration to this timely and important policy component.

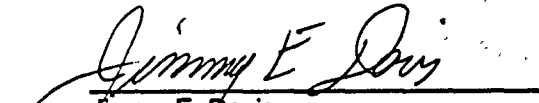
DONE IN OPEN COURT this 25th day of March, 2002.

  
County Judge

  
Ronnie LaGrone  
Commissioner, Precinct 1

  
Doug Cotton  
Commissioner, Precinct 2

  
Hermon E. Reed, Jr.  
Commissioner, Precinct 3

  
Jimmy E. Davis  
Commissioner, Precinct 4

ATTEST:

  
County Clerk





corner on  
corner of  
in deed to  
of said  
corner of  
iron rod  
3.44 acre  
1 said  
said Wilson  
1 said  
scribed in  
said  
Southwest  
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VOL

39 PAGE 478

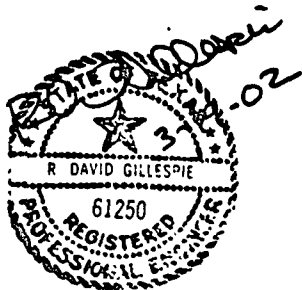
Plat Showing:

**"WINDERMERE SUBDIVISION"**  
**338.718 ACRES OF LAND**  
**LOCATED IN THE**  
**A. LAMPIN SURVEY, A-902, THE**  
**T.D. MATHEWS SURVEY, A-450,**  
**AND THE E. MORRIS SURVEY, A-433**  
**PANOLA COUNTY, TEXAS**

BEARING BASIS: Bearings are oriented to record  
bearing of Southeast line of Ruben James Midyett  
23.74 Acre tract (Deed Reference: Volume 856,  
Pg. 450)

GENERAL NOTES:

- 1) The developers of this subdivision do not intend to dedicate the roads in this development to Panola County, Texas. The roads shall be maintained by the owners and the homeowner's association.
- 2) Each lot shall meet T.N.R.C.C. minimum requirements for on-site sewage disposal facilities.
- 3) All lot corners have been marked with a 1/2" iron rod, except for the corners lying within the roads shown hereon. In addition, reference corners have been marked on lot lines at a distance of 30 feet perpendicular to the centerline of roads.
- 4) Water service to all lots will be supplied by Rock Hill Water Company



SURVEYED FOR		
<b>WINDERMERE GROUP</b>		
SURVEYING & MAPPING BY		
<b>ARK-LA-TEX SURVEYING CO., INC.</b>		
315 N. Alamo	Marshall, Tx.	(903) 938-9939
Scale: 1" = 300'	Drawn By: BCC	Job No.: 17847
Date: 03/15/01	Surveyed By: JMC	File No.: P433-1M
REVISED: 12/18/01		

RECORDED IN PLAT BOOK 4 PAGE 237B

# **RENTALS, SERVICE, USE AND OPTIONAL PURCHASES AGREEMENT** **Law Enforcement, Judicial, and Financial Management System**

This Rentals, Service, Use and Optional Purchases Agreement is made this 25 day of March and takes effect the 1st day of May 2002, by and between The Software Group, Inc., a Texas corporation with its principle place of business at Plano, Texas, and the County of PANOLA, in the State of Texas.

WHEREAS, The Software Group, Inc. is the owner or will become the owner of each item of rental equipment described and listed on Exhibit A attached hereto and made a part of the Agreement by reference for all purposes; The printers and personal computers listed in Exhibit A will remain the property of Panola County; and

WHEREAS, The County of PANOLA, Texas desires to obtain from The Software Group, Inc. the use and benefit of the Software (as that term is hereinafter identified) and The Software Group, Inc. desires to furnish the same to the County of PANOLA, Texas;

NOW THEREFORE, for and in consideration of their mutual covenants and promises, the parties agree as follows;

1. **Definitions** As used in this Service and Use Agreement, the following definitions shall apply:

- (a) "Agreement" shall mean this Service and Use Agreement;
- (b) "Customer" shall mean the County of Panola, Texas;
- (c) "TSG" shall mean The Software Group, Inc.,
- (d) "Equipment" shall mean the types and quantities of equipment identified and set forth on Exhibit A and such substitute and/or additional types and quantities of equipment as shall be agreed to in writing by the parties subsequent to the date of execution of this Agreement;
- (e) "Program" shall mean the operating software and database management programs which are the property of the supplier of the Equipment and installed into and for use with the Equipment;
- (f) "Program License" shall mean the right of Customer to use and practice the Program during the Term of Use as set forth in more detail in Subparagraph 2 (b) below;
- (g) "CIMS" shall mean the County Information Management Software package(s) and such substitute and/or additional types of Packages(s) developed by TSG at its own expense and which are capable of being used on and with the Equipment and compatible with the Programs so as to perform the functions set forth on Exhibit B as from time to time amended as permitted herein, which Exhibit is attached to this Agreement and made a part hereof by reference;
- (h) "Software" shall mean, collectively, the CIMS subsystems identified on Exhibit B as from time to time amended;
- (i) "Software License" shall mean the right of Customer to use and practice the Software during the Term of Use as set forth in more detail in Subparagraph 2 (d) below;
- (j) "System" shall mean, collectively, the Equipment, Programs, and the Software;
- (k) "Acceptance Date" shall mean May 1, 2002 upon which the System is accepted by Customer in accordance with the procedures set forth in Subparagraph 2 (c) below; and
- (l) "Term of Use" shall mean the period of time commencing upon the Acceptance Date and expiring on (1) year thereafter and any and all renewals and extensions thereof as hereinafter permitted.

2. **Furnishing the System**

- (a) **Furnishing and installing the Equipment.** TSG shall provide and supply the complement of Equipment together with the Program to the Customer at the Customer's facility at Panola County, Carthage, Texas, and shall thereafter install the same in said facility.
- (b) **The Program License.** TSG agrees to grant to Customer, for the Term of Use, a non-exclusive, non-assignable license to use and practice (but not to permit others to use and practice) the Program. The Program License to be granted pursuant to this Subparagraph does not grant the Customer the right to reproduce, publish, license, sell and distribute the Program and all material therein contained exclusive of Panola County Data. The provisions of this Subparagraph shall be considered as a third party beneficiary contract for the benefit of said licensor and enforceable by said licensor, if other than TSG.
- (c) **Installation and Acceptance of Software and System.**
  - (1) Promptly after installation of the Equipment in the Customer's facility, TSG shall install the Software for use with the Equipment and Program.
  - (2) Within five (5) days after the Software has been installed for use with the Equipment and Program, TSG will test the Software in accordance with TSG's standard acceptance test procedure, and demonstrate to Customer thereby that the Software successfully performs the functions identified in Exhibit B to Customer's reasonable satisfaction. If the Software is not accepted, the Customer must state in writing the reasons for rejection of the Software to TSG. TSG shall promptly correct the reasons for rejection and thereafter perform that part of TSG's standard acceptance test procedure sufficient to demonstrate to Customer that its causes for rejection have been corrected.
  - (3) Customer acknowledges that if the Software complies with the Customer's contract requirements and specifications, it will be fit for Customer's intended purpose.
  - (4) The date of Customer's acceptance of the System shall herein be called the "Acceptance Date."
- (d) **The Software License.**
  - (1) TSG hereby grants to Customer and Customer accepts from TSG, during the Term of Use, a non-exclusive license to use and practice (but not permit others to use and practice), the Software for its intended purpose strictly within the territorial boundaries of the county or counties in which Customer performs its services.
  - (2) The Software shall at all times be and remain the property of TSG, and customer's sole rights therein shall be to use and practice the same, as permitted by Subparagraph 2 (d) (1) above. Customer agrees that all algorithms, techniques and processes contained in the Software constitute trade secrets of TSG, and Customer further agrees to use reasonable care to safeguard the same against disclosure to unauthorized employees of Customer and all persons not employed by Customer. Customer shall not, under any circumstances, copy, reproduce, or in any way duplicate any TSG written material or machine-readable codes provided it by TSG, without the express written approval signed by an officer of TSG. Notwithstanding the foregoing, Customer may make one archival copy of those portions of the Software which are supplied by TSG on machine-readable media, but such copy shall not be disclosed to unauthorized employees of Customer or persons not employed by Customer.
- (e) **Equipment Maintenance.** During the Term of Use, TSG shall, at its own expense, maintain the Equipment or cause others to maintain the Equipment and shall respond to request for equipment maintenance within forty-eight (48) hours of such request.

3. Post Acceptance Software Support

(a) For the consideration hereinafter stated, during the Term of Use, TSG shall provide the following software support services:

- (1) The following updates and enhancements to the Software made generally available by TSG to its CIMS' customers as product releases on TSG's standard media:
  - (a) Program modifications required due to legislative changes;
  - (b) Program changes required to use TSG's standard forms;
  - (c) Corrections to reported software problems; and
  - (d) Customer submitted enhancements to cover the Software which TSG deems to be included in the standard system
- (2) Improvements and revisions to reference manuals or documentation made generally available by TSG to its CIMS' customers.
- (3) Remote (via dial up modem) diagnostics of problems with the Software.
- (4) Periodic review of outstanding enhancements, requests, and software error reports.
- (5) Telephone assistance to Customer's System Administrator during the hours of 8.30 a.m. to 5.00 p.m. Central Standard Time, Monday through Friday, exclusive of TSG's holidays. TSG will respond to Customer call within three (3) working hours and assist Customer with:
  - (a) Identifying, verifying and resolving problems in the Software;
  - (b) Identifying and verifying problems with the Equipment used in connection with the Software;
  - (c) Generating customer RECALL reports;
  - (d) Installation of new releases to the Program;
  - (e) Installation of new releases to the Software;
- (6) Periodic review of Customer submitted file-statistics reports and set up file resize parameters
- (7) Review of Customer submitted proposed changes to standard forms of TSG.

(b) The Post Acceptance Software Support required by the Paragraph does not include on-site software support, such as by not limited to, failure of Equipment (though the correction of such failure may be required by Paragraph 2 (e) above, failure of non-TSG supplied software, failure of Software due to Equipment operation, catastrophe, fault or negligence of Customer, operator error, and occurring without the fault or negligence of TSG. Any such excluded on-site service requested by Customer or required due to software changes, operating system upgrades, training or other assistance will be provided to Customer at TSG's per call rates and terms than in effect.

(c) Any and all Software changes, improvements, enhancements or updates, and each of them, provided by TSG pursuant to this Paragraph or otherwise shall be and remain the property of TSG but shall be subject to the same Software License as set forth in Subparagraph 2 (d) and shall be subject to the same restrictions thereon as set forth in Subparagraph 2 (d).

4. Right to Use System. Customer shall have the free and unlimited right to use the System during the Term of Use. Nothing in this Paragraph shall act to expand the Program license or Software License.

5. Renewals and Extensions of the Term of Use. The initial Term of Use thereof shall be canceled at the end of one (1) year with thirty (30) day notice. If above notice is not received, the Term of Use is automatically renewed for an additional period of one (1) year. If a new agreement after this one is entered into between Panola County and The Software Group, Inc. for the same services, this agreement will automatically end without any notice effective on the date of the new agreement.

## 6. Consideration and Payment.

- (a) Customer agrees to pay to TSG, and TSG agrees to accept from Customer, as payment in full for the Software License, the Program License, the use of the System, and the Software Support for the Term of Use as identified on Exhibits A & B per quarter commencing upon the acceptance date.
- (b) If the county elects to purchase optional items on exhibit C or D, then the county agrees to pay TSG the cost as identified in exhibit C and D when completed. All ports added at the beginning of the contract will be priced at \$ 216.98 per port per month. All ports added for "Court Administration" during the contract period will also be priced at \$ 216.98 per port per month. All other ports added after initial contract date will be \$ 250.00 per port per month if the county supplies the PC or printer. If TSG provides a terminal or printer then the additional port will be priced at \$ 300 per port per month.
- (c) Additional training may be purchased at TSG's standard rate of \$85.00 per hour plus a site visit charge of \$275.00 per each training session visit.
- (d) All payments required to be made by the terms of this Paragraph or any other paragraph hereof shall be made at TSG's facility in Plano, Texas.

7. Schedule for Acceptance of the System. All hardware listed on Exhibit A will be installed and operational at customer location. The Acceptance Date shall be May 1<sup>st</sup>

## 8. Complement of Equipment and Software.

- (a) The quantity and complement of Equipment set forth in Exhibit A and the quantity and complement of Software set forth in Exhibit B have been mutually agreed to by the parties based upon the experiences and perceived needs of Customer. The parties recognize and understand that the Equipment and the Program, when used with the Software, may accommodate additional customer subscriber stations up to the limit set forth on Exhibit A and that the accommodation of customer subscriber stations beyond the limit set forth in Exhibit A shall require the use of substitute and/or additional equipment. The parties further recognize and understand that Customer's addition to the Software of additional CIMS subsystems may also require substitute and/or additional equipment.
- (b) In the event Customer desires to expand the number of subscriber stations beyond the capacity of the Equipment or add additional CIMS subsystems to the Software, Customers shall notify TSG in writing of the identity and quantity and equipment and CIMS subsystems to be added to the System. In such event, the parties shall mutually negotiate the increase in the consideration to be received by TSG for the supply and installation of Equipment and/or the supply and installation of additional Software and the method of payment therefor. Paragraph 6 shall be modified in writing by mutual agreement.

## 9. Ownership of and Security Interest in the System; Risk of Loss.

- (a) The System and all parts thereof shall, at all times during installation and during the Term of Use be and remain the property of TSG. Customer shall sign and record, any and all instruments to perfect and continue perfecting TSG's ownership interest in and to the System and all parts thereof. The printers and personal computers listed in Exhibit A will remain the property of Panola County.
- (b) The risk or loss or destruction, or damage to, the System or any part thereof, unless caused by the intentional or negligent acts or omissions of TSG, its officers, agents, or employees, shall be borne by the Customer during the Term of Use.

## 10. Additional Responsibilities of TSG. In addition to the other responsibilities of TSG set forth in this Agreement, TSG shall perform the following at no additional consideration during the Term of Use:

- (a) After the Acceptance Date, TSG will deliver to Customer, a backup copy of the Software on the Standard off-line data storage media used by TSG
- (b) Provide, at the TSG facility, sufficient archival space for Customer to store not more than its normal files for a two (2) month period.
- (c) Install, as part of the System, a 38.8 baud dial up modem for the exclusive use of TSG personnel for the purpose of fulfilling the responsibilities imposed upon by TSG by the terms of this Agreement.
- (d) Remove the System and all parts thereof at the end of the Term of Use unless renewed and extended as herein set forth.

## 11. Responsibilities of Customer. In addition to the other responsibilities for or will perform the following:

- (a) Designate an employee of Customer as a System Administrator;
- (b) Provide all training of its personnel;
- (c) Collect, prepare, and enter all data necessary for operation of the Software when loaded into the System;
- (d) Retain separate copies or records of all data entered into the system;
- (e) Permit no other person or entity, including but not limited to Customer officers, agents, and employees, to use the 38.8 baud dial up modem referred to in Subparagraph 10 (c) above;
- (f) Provide suitable locations and space for the installation and operation of the Equipment and system, which space shall be free from excessive personnel traffic, dust and smoke. Customer shall provide sufficient and adequate electrical outlets and Cathode Ray Tube Equipment cables and connections for the Equipment and System in accordance with Supplier's specifications for said Equipment;
- (g) Supply all expendable material such as but not limited to computer paper, tapes, computer ribbons, laser printer drums and proper forms.

12. Customer proprietary Information. All data provided to TSG by Customer, relating to access codes, tax rates, assessed valuation, fair market values, and formulas used to establish the same shall be considered Proprietary Information of Customer even though not stamped with a Proprietary Information stamp or similar legend or marking. TSG agrees to use reasonable care to safeguard said Proprietary Information against disclosure to unauthorized employees of employees of TSG and all persons not employed by TSG.
13. No Other Parties to Use the System. Customer shall not permit any third party to have direct access to or make inquiries of or use any part of the System, without the express written approval of TSG and then only under such conditions as shall be imposed by TSG. Nothing herein shall prevent the Customer from using the system to provide to any third party data contained within the System, which is in the public domain. Customer shall not use any specialized software, other than software licensed from TSG, to retrieve and/or generate such data.
14. Representations and Warranty.
  - (a) TSG represents and warrants that the Equipment shall be useable as of the Acceptance Date, as described on Exhibit A.
  - (b) TSG represents and warrants to the Customer that, in the event the Customer purchases any item of Equipment as herein permitted, the title of Customer in and to that purchased item of Equipment shall be free and clear of any and all liens and other encumbrances.


The Equipment and Program shall be subject only to such other warranty adjustments as TSG is able to obtain from the supplier thereof, and TSG hereby assigns to Customer any and all rights it has or may have under such supplier's warranty.


TSG warrants to Customer that, for the period of the contract, the Software will be capable of performing the functions set forth on Exhibit B. In the event the Software is not as warranted in the Subparagraph, TSG shall, at its own expense, promptly correct the Software so that it will be as warranted provided Customer gives written notice of such defects or insufficiencies within the time limit set forth in this Subparagraph.
15. Limitation of Liability. TSG's liability for damages arising out of or in connection with this Agreement, whether based on a theory of contract, tort, negligence or strict liability, shall be limited to the amount of any money theretofore paid by Customer to TSG hereunder. In no event shall TSG be liable for (i) indirect, remote, incidental, special, exemplary, punitive or consequential damages, (ii) any damages whatsoever due to causes beyond the reasonable control of TSG or (iii) damages or charges due to loss of use, profits and revenues by Customer.
16. Independent Contractor. TSG shall be and remain at all times an independent contractor. In no event shall TSG or its employees be considered agents or employees of Customer.
17. Taxes. The consideration herein stated to be paid by Customer to TSG includes all taxes based upon the value of the System, but excludes any sales or use taxes related to any transaction contemplated in this Agreement. In the event any such excluded taxes are assessed against the transactions contemplated by the Agreement, Customer agrees to pay to TSG the amount of any such excluded taxes so assessed in addition to the consideration herein specified.
18. Assignment. TSG shall not assign this Agreement on any part hereof without the express written consent of the Customer.
19. Entirety of Agreements; Modifications and Amendments. This Agreement contains all the representations, warranties and agreements of the parties relating to the subject matter hereof and supersedes any and all other representations, warranties, and agreements, whether oral or written, which predate this Agreement. This Agreement may only be amended or modified by written instrument signed by both parties.
20. Title, Captions, and Headings. The titles, captions, and headings used throughout this Agreement are for administrative conveniences only and shall be considered part of the Agreement.
21. Approval of Governing Body. Customer represents and warrants to TSG that this Agreement has been approved by its governing body and is binding obligation upon Customer.
22. Termination. It is Customer's intent to pay the consideration herein set forth for the full Term or Use. However, in order to not create a debt and be in compliance with the Texas constitution, Panola County reserves the right to terminate this Agreement at the end of the budget years. TSG shall, in such event, have all rights and remedies to remove and take possession of the System and all parts thereof, exclusive of Panola County Data. Panola County agrees to not use this clause for the sole purpose of changing providers of the services offered by TSG.

✓  
IN WITNESS WHEREAS, the parties have executed this Agreement, in multiple copies each of which shall be considered as original, on the day and first year above written by the signatures of their authorized representatives below.

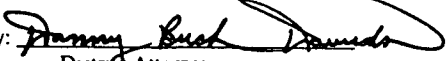
THE SOFTWARE GROUP, INC.

COUNTY OF PANOLA, TEXAS

By:   
President

By:   
County Judge

Upon detailed review of the above written contract, I Danny Buck Davidson, do hereby state that the above written contract is in full compliance with all applicable laws of the State of Texas and meets the requirements set forth by Panola County. I have also reviewed the Public Proposal Procedural Process followed for the above written contract and the final negotiated prices as set forth in the above written contract and find they are in full compliance with all applicable laws of the State of Texas.

By:   
District Attorney

**Exhibit A**  
**Professional Services and Rental of Hardware and Software**

Item/Description	Qty	Status	Quarterly Rental Cost
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Any PC's and printers purchased by the county are not the property of TSG and will not become the property of TSG.

***Panola County Community Correction Supervision Department Lease Cost***

Computer Sessions / Ports	1	Services / Rental	\$ 650.94
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***Panola County Sheriff's Office Lease Cost***

Computer Sessions / Ports	17	Services / Rental	\$ 11,065.98
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***Panola County District Attorneys's Lease Cost***

Computer Sessions / Ports	8	Services / Rental	\$ 5,207.52
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***Panola County Clerk's Lease Cost***

Computer Sessions / Ports	9	Services / Rental	\$ 5,858.46
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***Panola District Clerk's Lease Cost***

Computer Session / Ports	10	Services / Rental	\$ 6,509.40
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***Panola County Financial Management System Lease Cost***

Computer Sessions / Ports	10	Services / Rental	\$ 6,509.40
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**Total Quarterly Charge: \$ 35,801.70 \***

\*Note: The above-described cost includes rental and service of all TSG owned equipment, software and software support as outlined in other parts of the contract.

**Exhibit B  
Rental Software**

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Application Software	Quarterly Rental Cost
<b>Sheriff's Office (Law Enforcement System)</b>	
Sheriff Office Base System	Included In Port Cost on Exhibit A
Sheriff System Bond Processing	Included In Port Cost on Exhibit A
Sheriff System Administration/Personnel	Included In Port Cost on Exhibit A
Sheriff System Calls For Service	Included In Port Cost on Exhibit A
Sheriff System Civil Papers	Included In Port Cost on Exhibit A
Sheriff System Incident /UCR Reporting Module	Included In Port Cost on Exhibit A
Sheriff System Criminal Investigation	Included In Port Cost on Exhibit A
Sheriff System Jail Management Module	Included In Port Cost on Exhibit A
Jail Book/Release	Included In Port Cost on Exhibit A
Jail Commissary	Included In Port Cost on Exhibit A
Jail Medical	Included In Port Cost on Exhibit A
Jail UCR	Included In Port Cost on Exhibit A
Jail Visitation	Included In Port Cost on Exhibit A
Sheriff Office - Offense Reporting Module	Included In Port Cost on Exhibit A
Sheriff System Property Management	Included In Port Cost on Exhibit A
Sheriff System Warrant Module	Included In Port Cost on Exhibit A
<b>District Attorney's Office (Judicial System)</b>	
Criminal Case Management System	Included In Port Cost on Exhibit A
Hot Check System	Included In Port Cost on Exhibit A
Optional Court Administration System	Included In Port Cost on Exhibit A
(Additional training cost must be purchased as outlined in Exhibit C for the District Attorney.)	
<b>County Clerk's Office (Judicial System)</b>	
Civil Case Management System	Included In Port Cost on Exhibit A
Criminal Case Management System	Included In Port Cost on Exhibit A
Jury System	Included In Port Cost on Exhibit A
Optional Court Administration System	Included In Port Cost on Exhibit A
(Additional training cost must be purchased as outlined in Exhibit C for the County Clerk.)	
<b>District Clerk's Office (Judicial System)</b>	
Civil Case Management System	Included In Port Cost on Exhibit A
Criminal Case Management System	Included In Port Cost on Exhibit A
Jury System	Included In Port Cost on Exhibit A
Optional Court Administration System	
(Additional training cost must be purchased as outlined in Exhibit C for the District Clerk.)	
<b>Financial Management System</b>	
Accounts Payable	Included In Port Cost on Exhibit A
Budgetary Administration	Included In Port Cost on Exhibit A
Bank Manager	Included In Port Cost on Exhibit A
Bank Revenues	Included In Port Cost on Exhibit A
Additional training must be purchased for these software products as outlined in Exhibit C.	
Optional Payroll Software	Included In Port Cost on Exhibit A
Optional Purchase Order Software	Included In Port Cost on Exhibit A
Optional Human Resource Software	Included In Port Cost on Exhibit A
Optional Fixed Assets	Included In Port Cost on Exhibit A
<b>Judicial Offices</b>	
Optional Court Administration System	Included In Port Cost as Described in Section 6 (b)
(Additional training cost must be purchased as outlined in Exhibit C)	

**Exhibit C  
Training Cost**

Item/Description	Qty	Cost
<b>District Attorney's Office</b>		
On-Site training applied to the following:		
-Criminal Case Management System	7 days / 3 visits	\$ 5,585.00
-Hot Check System	2 days / 1 visit	\$ 1,785.00
-Optional Court Administration System	6 days / 3 visits	\$ 4,905.00
<b>County Clerk's Office</b>		
On-Site training applied to the following:		
-Criminal Case Management System	7 days / 3 visits	\$ 5,585.00
-Optional Court Administration System	6 days / 3 visits	\$ 4,905.00
-Jury System	6 days / 3 visits	\$ 4,905.00
-Civil Case Management System	7 days / 3 visits	\$ 5,585.00
<b>District Clerk's Office</b>		
On-Site training applied to the following:		
-Optional Court Administration System	6 days / 3 visits	\$ 4,905.00
-Jury System	6 days / 3 visits	\$ 4,905.00
<b>County Auditor and County Treasurer's Office</b>		
On-Site training applied to the following:		
-Fixed Assets	1 day / 1 visit	\$ 955.00
-Optional Payroll Software	2 days / 2 visits	\$ 1,910.00
-Optional Purchase Order Software	2 days / 1 visit	\$ 1,785.00
-Optional Human Resource Software	2 days / 2 visits	\$ 1,910.00



**Judicial Offices**

On-Site training applied to the following  
-Optional Court Administration System

6 days / 3 visits

\$ 4,905.00

Note: The training cost listed above may or may not be utilized depending upon need.

**Exhibit D  
Optional Cost**

**Item / Description**

**Purchase Price**

Move new system from old location in Auditors office to new location in courthouse. \$ 3,820

This cost includes the termination of all cables connected to the system.

Note: Panola County is responsible for extending all cable from current location to new location.

Panola County is also responsible for running all additional cable for new devices.

Patch panels cannot be used because of the category five stranded cables currently in use.

Patch panels require solid core category five cable.

Listed below are cost associated with the patch panel installation

Description	Quantity	Unit Price	Total
Wall Mount Rack	1	\$ 254	\$ 254
48 Port Patch Panel	2	\$ 354	\$ 708
Shelf for Rack	1	\$ 42	\$ 42
D Hooks for side wire management	2	\$ 15	\$ 30
Wire Manager	2	\$ 66	\$ 132
Rack mount 12 port power strip w/surge protection	1	\$ 185	\$ 185
Vertical Wire Brackets	2	\$ 15	\$ 30
Wall Mount Bracket	1	\$ 78	\$ 78
2 Hole Wall Plates	48	\$ 5	\$ 240
Wall Plate/Surface Mount Data Insert Jack	96	\$ 8	\$ 768
14' Category Five Patch Cable	96	\$ 11	\$1056
Blank Insert Jacks	96	\$ 1	\$ 96
Category Five Solid / PVC 1000' Roll	1	\$ 160	\$ 160
Category Five Stranded / PVC 1000' Roll	1	\$ 290	\$290

\*Quantities have been estimated and may vary upon detail inspection  
of Panola County's cabling needs.

24 Port 10/100 base-T switchable Hub \$ 1,890

38.8 Baud Modem \$ 495

HP 4100N Laser Printer \$ 1,750

Micron Pentium IV 1.5GHz PC \$ 1,968

- 256mb of memory Included

- 15 GB Hard Drive Included

- 17" Color Monitor Included

- 3com 10/100 Ethernet Card Included

- Windows 2000 & Microsoft Word Small Business Edition Included

- 4 Year On-Site Warranty Included

Network version of ableTerm for Windows 2000 \$ 199

(Must be purchased for each additional PC connected to the RS/6000 server)

Hourly charge for trouble shooting problems with cable and other supplied PC's, printers and hubs that  
are owned by Panola County. \$ 115 per hour

**Exhibit D  
Optional Cost**

Hourly charge for trouble shooting problems with system or system hardware such as RS/6000 43P Model  
150, IBM concentrators, TSG supplied wyse terminals and printers. Included In Rental Cost

Note: All manufacturer warranties for purchased equipment are passed to Panola County.

Laser printing of payroll and accounts payable checks. Setup and Training \$ 3,000

RECORDED \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2002

SUE GRAFTON, COUNTY CLERK, P. C. T.

*Sue Grafton*