

FILED FOR RECORD  
IN MY OFFICE

AT 8:30 O'CLOCK A M

APR 25 2003

MICKEY DORMAN  
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 28<sup>TH</sup> DAY OF APRIL, 2003, 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 the resignation of Clara Bergeron, a Seasonal Housekeeper, effective March 31, 2003.
- b. To approve the addition of 270 hours for Seasonal Detention Officer Albert Garza.

ROAD & BRIDGE

- a. To approve and record a request by Buddy Harris to place a 1-1/4" water line within the right-of-way of Panola County Road #2091.

MISCELLANEOUS

- a. None.

REQUESTS FOR CONFERENCE ATTENDANCE

- a. To approve and record a Request for Attendance at a Conference form(s) for the following Panola County elected official(s)/employee(s): Panola County Sheriff's Department Jail Supervisor Sherry Jones; Panola County Detention Officers Brady Odom, Adam Jones, and Brent Shrell; Panola County Sheriff's Department Communications Officer Sue Smith; Panola County Deputy County Clerk Lori Shrell; Panola County Deputy County Clerk Clara Jones; Panola County Auditor Sidney Burns; and Hazard Mitigation Coordinator Tim Porter.
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. To discuss and act upon approving Change Orders with regards to the construction of the Panola County Justice Center; and to authorize the County Judge to sign said Change Orders upon receipt.
7. To discuss and act upon entering into an Interlocal Emergency Mutual Aid Agreement between Panola County and Smith County.
8. To discuss and act upon entering into an Interlocal Emergency Mutual aid Agreement between Panola County and Harrison County.

ADJOURNMENT

WITNESS THE HAND OF THE UNDERSIGNED CLERK ON THIS THE 25<sup>TH</sup> DAY OF APRIL, 2003 AT 8:50 O'CLOCK A.M.

Mickey Dorman  
 MICKEY DORMAN, COUNTY CLERK  
 PANOLA COUNTY, TEXAS  
 By: Clara Jones, Deputy

I, MICKEY DORMAN, 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 25<sup>TH</sup> DAY OF APRIL, 2003 AT 8:50 O'CLOCK A.M.

Mickey Dorman  
 MICKEY DORMAN, COUNTY CLERK  
 PANOLA COUNTY, TEXAS  
 By: Clara Jones, Deputy

MAY 12 2003

The State of Texas  
County of PanolaMICKEY DORMAN  
COUNTY CLERK, PANOLA COUNTY, TEXAS  
BY *Mickey Dorman* DEPUTY

On this the 28th day of April A.D. 2003, 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:

David L. Anderson	County Judge
Ronnie LaGrone	Commissioner, Precinct No. 1
Douglas M. Cotton	Commissioner, Precinct No. 2
Hermon E. Reed, Jr.	Commissioner, Precinct No. 3
Dale LaGrone	Commissioner, Precinct No. 4

with none absent, constituting a quorum of the Court. Also attending were Mickey Dorman, 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' REPORTS:

Commissioner Ronnie LaGrone reported that there had been some damage to the asphalt at the airport during some spraying of fertilizer by a commercial firm. He had sent an estimate to that firm for the cost of repairing that damage, and they have already sent a check to reimburse the County. The work can be done as soon as the check has been processed and recorded. He experienced no problems with the firm in securing the reimbursement funds.

He also reported that there is to be fly-in the coming weekend which will publicize our airport and perhaps bring in more fuel business as word spreads that our rate is lower than some others in the area.

## 3. COUNTY JUDGE'S REPORT:

Judge Anderson reported that he had received a letter from Louis Wall regarding the overpayment of American Central Gas in taxes which must be repaid to that company. Since there was an error by Pritchard and Abbott, another taxing entity involved is pursuing the matter of that firm's liability in the matter.

## 4. CONSENT ITEMS:

## PERSONNEL

- ✓ a. To record the resignation of Clara Bergeron, a Seasonal Housekeeper, effective March 31, 2003.
- ✓ b. To approve the addition of 270 hours for Seasonal Detention Officer Albert Garza.

## ROAD &amp; BRIDGE

- ✓ a. To approve and record a request by Buddy Harris to place a 1-1/4" water line within the right-of-way of Panola County Road #2091.

MISCELLANEOUS

- a. None.

REQUESTS FOR CONFERENCE ATTENDANCE

- a. To approve and record a Request for Attendance at a Conference form(s) for the following Panola County elected official(s)/employee(s): Panola County Sheriff's Department Jail Supervisor Sherry Jones; Panola County Detention Officers Brady Odum, Adam Jones, and Brañt Shrell; Panola County Sheriff's Department Communications Officer Sue Smith; Panola County Deputy Clerk Lori Shrell; Panola County Deputy Clerk Clara Jones; Panola County Auditor Sidney Burns; and Hazard Mitigation Coordinator Tim Porter.

Commissioner Ronnie LaGrone moved and Commissioner Reed 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 Cotton moved and Commissioner Dale LaGrone 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. After some discussion Commissioner Ronnie LaGrone moved and Commissioner Reed seconded the motion to approve the Change Order with regards to the construction of a 7' X 9' set of shelves in each of the judges' offices of the Panola County Justice Center; and to authorize the County Judge to sign said Change Order upon receipt. The motion passed unanimously.  
Commissioner Cotton moved and Commissioner Dale LaGrone seconded the motion to not approve the additional bullet-proof glass for the two courtrooms in the new building. The motion passed unanimously. SEE INFORMATION ON CHANGE ORDERS ATTACHED.
- ✓ 7. After some discussion Commissioner Ronnie LaGrone moved and Commissioner Cotton seconded the motion to enter into an Interlocal Emergency Mutual Aid Agreement between Panola County and Smith County. The motion passed unanimously. SEE COPY OF AGREEMENT ATTACHED.
- ✓ 8. After some discussion Commissioner Reed moved and Commissioner Dale LaGrone seconded the motion to enter into an Interlocal Emergency Mutual Aid Agreement between Panola County and Harrison County. The motion passed unanimously. SEE COPY OF AGREEMENT ATTACHED.

The meeting was then adjourned.

Dated this the 28th day of April, 2003.

  
David L. Anderson, County Judge, Panola County, Texas

ATTEST:

  
Mickey Dorman, County Clerk, Panola County, Texas



28 April 2003 9:00 am

Sally Giffi - Manager  
Rob Adams

# CONSENT

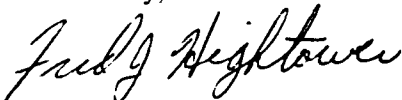
# ITEMS

April 1, 2003

Judge David Anderson  
Panola County Commissioners Court  
Courthouse  
Carthage, TX 75633

To record the resignation of Clara Bergeron, in the part time position of housekeeper as of March 31, 2003.

Sincerely,



Fred Hightower  
Maintenance Superintendent

cc: Gloria Portman  
Sidney Burns

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



JACK ELLETT  
SHERIFF

## PANOLA COUNTY SHERIFF'S DEPARTMENT

March 07, 2003


The Honorable David Anderson  
Panola County Judge  
110 S. Sycamore  
Carthage, Texas 75633

Judge Anderson:

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

- (1) This is a request for 270 hours for Albert Garza part time Detention officer.

Sincerely,

  
Jack Ellett  
Sheriff

JE/cs

CC: Sidney Burns  
Gloria Portman

HONESTY - INTEGRITY - DEDICATION

NOTICE OF PROPOSED INSTALLATION  
PIPELINE AND /OR UTILITY LINES

TO: THE PANOLA COUNTY COMMISSIONERS COURT

c/o

PANOLA COUNTY ROAD & BRIDGE DEPARTMENT CARTHAGE, TEXAS

Formal notice is hereby give that:

Buddy Harris Proposes to place a  
(COMPANY NAME)  
1/4" Water Line within the Right-of-Way  
(PIPE SIZE)  
of County Road: 2091 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 1280 Feet.

The location and description of the proposed line and appurtenances is more fully shown by the copies of the 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.

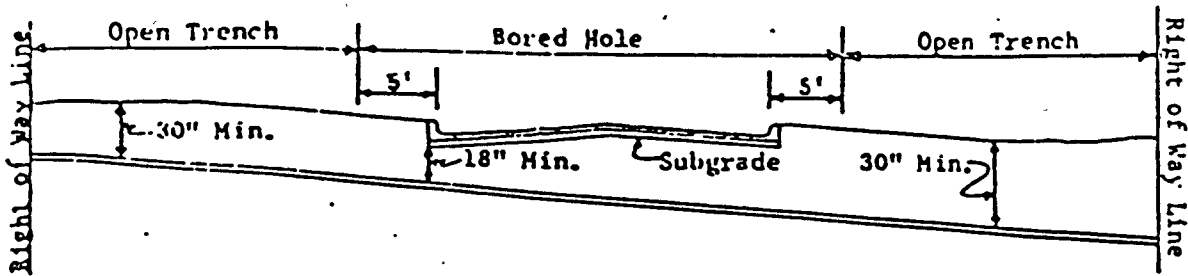
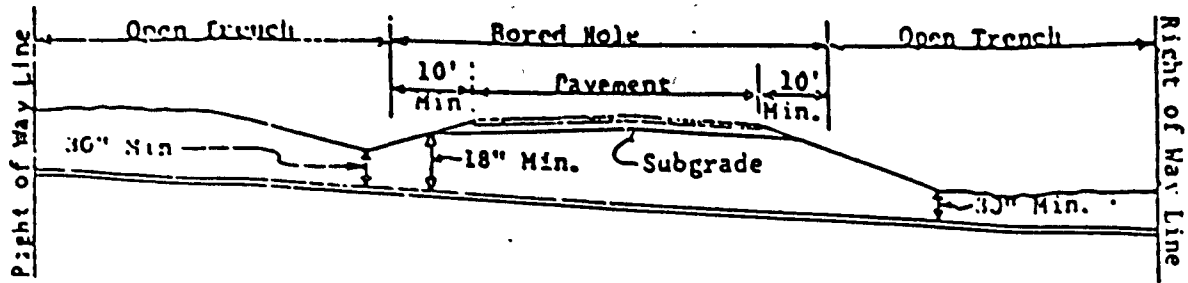
Construction of this line will begin on or after the 26<sup>th</sup> day of April 2003.

FIRM: \_\_\_\_\_  
BY: Buddy Harris  
TITLE: Self  
ADDRESS: 232 CR 2091  
Carthage Tx 75633  
PHONE: (903) 2693-8439

SPECIAL SPECIFICATIONS  
FOR PIPE LINES CROSSING IN BORED HOLES  
AND PLACED PARALLEL TO COUNTY ROADS

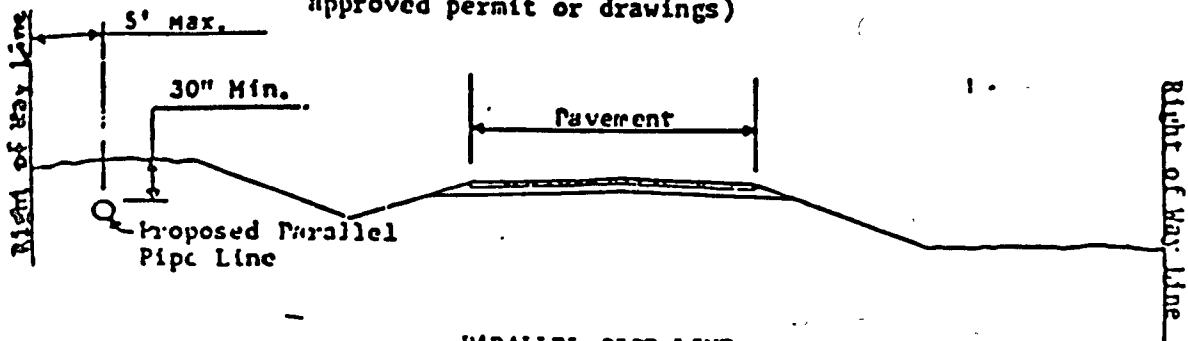
GENERAL NOTE: The construction of this project shall follow "The Panola County Road and Bridge Department Standard Specifications" with respect To barricades, flagmen, flares, warning signs, and all responsibility for complaints or damage suits by traveling public and adjacent property owners.

1. Exaction material shall not be placed on road shoulders or traffic lanes or in ditches where drainage would be impaired. When excavation is permitted near the roadway where, in the opinion of the County, the support of the oil road structure is endangered, sheeting, cribbing, other measures shall be taken to prevent damage to the roadway or the creation of traffic hazard.
2. All excavations shall be backfilled in a neat and workmanlike manner and all disturbed areas shall be restored to a condition comparable to the original condition. Backfill material shall be consolidated to a density comparable to that of the adjacent undisturbed material, replacing all of the excavated material except that displaced by pipe. The degree of compaction shall be such as to prevent future settlement. Excess material displaced by the pipe shall be remove from the right-of-way or otherwise disposed of to the satisfaction of the county's representative. Pipe laying operation shall not be carried on when soil conditions are such that construction equipment will cause rutting. Backfill operations shall be kept within one mile of trenching and/or pipe laying operations.
3. Sod and/or other erosion control measures removed or disturbed by the installation shall be replaced. This shall include keeping separate and replacing existing topsoil, importing sod or seeding or a combination of these methods together with fertilizer and water as necessary to re-establish vegetative cover in a healthy and growing condition.
4. The pipe or, if encased, the encasement pipe shall completely fit the bored hole.
5. All private and commercial access driveways disturbed by pipe laying shall be restored to a condition comparable to that which existed prior to these operation. Special care shall be taken to compact backfill and base material to prevent future settlement. All work shall be completed to the owners satisfaction. All public access driveways with paved surfaces shall be crossed by the bored hole method. Crossings of dirt or gravel public access driveways may be made as specified for private and commercial access driveways except that provisions shall be made for uninterrupted flow of traffic.
6. No trees or shrubbery shall be cut or trimmed with the approval of the Panola County Road and Bridge Department.
7. Regulations and ordinances of incorporated cities shall be complied with if with the city limits.



PIPE LINE CROSSING

(Unless otherwise shown on approved permit or drawings)



PARALLEL PIPE LINE

## APPROVAL

April 28, 2003

TO: Buddy Harris  
232 CR 2091  
Carthage, Texas 75633

RE: CR #2091

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **water line** 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: *Dan H. Anderson*  
COUNTY JUDGE

COMMISSIONERS:

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

PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED  
04-28-03  
*David L. Anderson*  
David L. Anderson,  
County Judge

NAME: Sherry Jones  
POSITION: Jail Supervisor  
DEPARTMENT: PCSO  
DATE: 04-15-2003

CONFERENCE: 17th Annual Spring Conference  
LOCATION: San Antonio  
DATES: May 26 to May 30, 2003  
NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 5

Does the conference meet your educational requirements for the year? Yes

If not, how much of your requirements will be met by this conference? 36

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

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.)  
Texas Jail Association - Training

PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED  
04-28-03  
*David L. Anderson*  
David L. Anderson,  
County Judge

NAME: Brady Odom  
POSITION: Jailer  
DEPARTMENT: PCSO  
DATE: April 15, 2003

CONFERENCE: 17<sup>th</sup> Annual Spring Conference  
LOCATION: San Antonio  
DATES: May 26 to May 30, 2003  
NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 5

Does the conference meet your educational requirements for the year? Yes

If not, how much of your requirements will be met by this conference? 36

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

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.)  
Texas Jail Association - Training

PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED  
04-28-03  
*David L. Anderson*  
David L. Anderson,  
County Judge

NAME: Adam Jones  
POSITION: Jailer  
DEPARTMENT: PCSO  
DATE: April 15, 2003

CONFERENCE: 17th Annual Spring Conference  
LOCATION: San Antonio  
DATES: May 26 to May 30, 2003  
NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 5

Does the conference meet your educational requirements for the year? yes

If not, how much of your requirements will be met by this conference? 36

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

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.)

Texas Jail Association - Training  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED  
04-28-03  
*David L. Anderson*  
David L. Anderson,  
County Judge

PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE AT A CONFERENCE

NAME: Brent Shrell

POSITION: Jailer

DEPARTMENT: Sheriff's

DATE: 4-16-03

CONFERENCE: Basic Jail School

LOCATION: Nacogdoches, Texas

DATES: May 12 to May 23

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 10

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

If not, how much of your requirements will be met by this conference? 80 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 Jail School Required by the State.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

APPROVED  
04-28-03

PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE AT A CONFERENCE

*David L. Anderson*  
David L. Anderson,  
County Judge

NAME: Sue Smith

POSITION: Communication Officer

DEPARTMENT: Sheriff's

DATE: 4-16-03

CONFERENCE: Basic Jail School

LOCATION: Nacogdoches, Texas

DATES: May 12 to May 23

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 10

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

If not, how much of your requirements will be met by this conference? 80 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 Jail School Required by the State.

PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED  
04-28-03  
*David L. Anderson*  
David L. Anderson,  
County Judge

NAME: Lori Shrell

POSITION: Deputy Clerk

DEPARTMENT: County Clerk

DATE: 4-16-03

CONFERENCE: Free training in overview of jump on computer

LOCATION: TSG in Plano

DATES: 4-22-03 to 4-22-03

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 1

Does the conference meet your educational requirements for the year? NA

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

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

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.)

We really need help with this before moving into  
the new judicial <sup>building</sup> and it is free at this setting.

APPROVED  
04-28-03

PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE AT A CONFERENCE

*David L. Anderson*  
David L. Anderson,  
County Judge

NAME: Clara Jones  
POSITION: Deputy Clerk  
DEPARTMENT: County Clerk  
DATE: 4-16-03

CONFERENCE: free training in overview of jury on computer  
LOCATION: TSG in Plano  
DATES: 4-22-03 to 4-22-03

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 1

Does the conference meet your educational requirements for the year? NA

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

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

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.)

We really need help with this program before moving into the new judicial, and it is free at this setting.

PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED

04-28-03

*David L. Anderson*  
David L. Anderson,  
County Judge

NAME: Sidney Burns  
POSITION: County Auditor  
DEPARTMENT: County Auditor  
DATE: \_\_\_\_\_

CONFERENCE: 45th The County Auditors' Institute

LOCATION: Austin, Texas

DATES: May 13, 2003 to May 16, 2003

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 4

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

If not, how much of your requirements will be met by this conference? 20

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.)

The County Auditors' Institute provides educational updates on all aspects of county government as it relates to the duties of County Auditor. This includes legislative updates affecting county government.

PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE  
AT A CONFERENCE

APPROVED  
04-28-03  
*David L. Anderson*  
David L. Anderson,  
County Judge

NAME: Tim Porter

POSITION: Hazard Mitigation Coordinator

DEPARTMENT: Road & Bridge

DATE: April 25, 2003

CONFERENCE: Hazard Mitigation Workshop

LOCATION: Tyler, TX

DATES: May 5, 2003 to

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 1/2

Does the conference meet your educational requirements for the year? N/A

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? \_\_\_\_\_

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

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

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

Assist in preparing Hazard Mitigation Plan for  
Panola County

# ACTION

# ITEMS

Panola County  
28 Apr 2003  
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM

00:19:00am

Open Invoices thru 04/28/03

PAGE 1

	Gross Amount.	Req. Req.	Discount Req. Req.	Net Amt.....
* Due 2681-A T & T ONAHA	\$76.14		\$0.00	\$ 76.14
* Due 3438-A T & T WIRELESS CDA	\$111.82		\$0.00	\$ 111.82
* Due 3436-A T & T WIRELESS JUV	\$59.88		\$0.00	\$ 59.88
* Due 3073-A T & T WIRELESS R & B	\$181.89		\$0.00	\$ 181.89
* Due 3400-A T & T WIRELESS SO	\$567.89		\$0.00	\$ 567.89
* Due 1475-ACE HARDWARE OF EAST TEXAS	\$6.50		\$0.00	\$ 6.50
* Due 135-ALLTEL	\$158.76		\$0.00	\$ 158.76
* Due 3442-AMERICAN ELECTRIC POWER	\$1304.00		\$0.00	\$ 1304.00
* Due 65-AMERICAN ELECTRIC POWER	\$371.03		\$0.00	\$ 371.03
* Due 3496-AMERICAN ELECTRIC POWER	\$120.05	0	\$0.00	\$ 120.05
* Due 3417-AMERICAN ELECTRIC POWER NF	\$9.70		\$0.00	\$ 9.70
* Due 1444-AMERICAN FIDELITY ASSURA	\$266.24		\$0.00	\$ 266.24
* Due 1762-ANDY FAVORS	\$11.15		\$0.00	\$ 11.15

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

* Due 1491-ARS INC	\$1135.00		\$0.00		\$ 1135.00
* Due 2833-AUTO EXPRESS LUBE	\$93.44		\$0.00		\$ 93.44
* Due 2161-AUTO GLASS EXPRESS	\$230.00		\$0.00		\$ 230.00
* Due 499-BASKIN'S HENDERSON	\$24.95		\$0.00		\$ 24.95
* Due 562-BAXTER SALES CO INC.	\$1428.53		\$0.00		\$ 1428.53
* Due 1171-BILL'S MEAT MARKET & CATS	\$136.60		\$0.00		\$ 136.60
* Due 2679-C & S TECHNICAL SERVICES	\$40.00		\$0.00		\$ 40.00
* Due 6-CAIN HARDWARE AND LUMBER CON	\$27.25		\$0.00		\$ 27.25
* Due 124-CARTHAGE AG & VET SUPPLY	\$101.23		\$0.00		\$ 101.23
* Due 2560-CARTHAGE DISCOUNT TIRE &	\$20.00		\$0.00		\$ 20.00
* Due 8-CARTHAGE MACHINE AND WELDING	\$107.85		\$0.00		\$ 107.85
* Due 3434-CARTHAGE TRACTOR & EQUIP	\$32.36		\$0.00		\$ 32.36
* Due 63-CENTERPOINT EMERGY	\$50.69		\$0.00		\$ 50.69

Panola County  
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM  
Open Invoices thru 04/28/03

28 Apr 2003

PAGE 3

VOL.  
41 PAGE 699

	Gross Amount.	Req.	Req.	Discount	Req.	Req.	Net Amt.....
* Due 1799-CERTIFIED LABORATORIES	\$286.06			\$0.00			\$ 286.06
* Due 753-CHEM-SERV INC.	\$388.00			\$0.00			\$ 388.00
* Due 1932-CHIEF SUPPLY INC	\$597.71			\$0.00			\$ 597.71
* Due 37-CITY OF CARTHAGE	\$1000.00			\$0.00			\$ 1000.00
* Due 2377-CITY OF HENDERSON	\$5000.00			\$0.00			\$ 5000.00
* Due 3494-CLARA JONES	\$112.66			\$0.00			\$ 112.66
* Due 256-CONLEY LOTT NICHOLS	\$11404.80			\$0.00			\$ 11404.80
* Due 3021-CONSECO HEALTH INSURANC	\$1492.15			\$0.00			\$ 1492.15
* Due 2570-CORNERSTONE PEST CONTROL	\$390.00			\$0.00			\$ 390.00
* Due 3330-COUNSELING & PSYCHOLOGIC	\$350.00	E		TEXAS	\$0.00		\$ 350.00
* Due 2769-COX COMMUNICATIONS INC	\$59.85			\$0.00			\$ 59.85
* Due 20-CRAIG MILAN ELECTRIC	\$110.00			\$0.00			\$ 110.00
* Due 452-DALLAS COUNTY TREASURER	\$2500.00			\$0.00			\$ 2500.00
* Due 192-DANKA OFFICE IMAGING CO	\$403.60			\$0.00			\$ 403.60

Panola County  
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM  
Open Invoices thru 04/28/03

28 Apr 2003

PAGE 4

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

	Gross Amount	Req.	Req.	Discount	Req.	Req.	Net Amt
* Due 528-DAVID GRAY	\$109.92			\$0.00			\$ 109.92
* Due 3240-DEBBIE'S BEST WATER STORE	\$15.00			\$0.00			\$ 15.00
* Due 1324-DOUBLETREE INN	\$276.00			\$0.00			\$ 276.00
* Due 2964-ELLIOTT ELECTRIC SUPPLY	\$385.00			\$0.00			\$ 385.00
* Due 2066-ETNC CARTHAGE	\$3743.05			\$0.00			\$ 3743.05
* Due 3388-ETNC-CARTHAGE INDIGENT	\$7136.98			\$0.00			\$ 7136.98
* Due 3026-ETOX	\$56.50			\$0.00			\$ 56.50
* Due 93-EXCEL FORD LINCOLN MERCURY	\$26.65			\$0.00			\$ 26.65
* Due 1962-FARM PLAN	\$51.47			\$0.00			\$ 51.47
* Due 1681-FIRE & SAFETY EQUIPMENT	\$15.70			\$0.00			\$ 15.70
* Due 3492-GEORGE R. SHUTTLESWORTH	\$75.00			\$0.00			\$ 75.00
* Due 654-GLORIA R. PORTMAN	\$572.71			\$0.00			\$ 572.71
* Due 298-GOVERNMENT FINANCE OFFICES	\$195.00			\$0.00			\$ 195.00

Panola County  
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM  
Open Invoices thru 04/28/03

28 Apr 2003  
PAGE 5

	Gross Amount	Req.	Req.	Discount	Req.	Req.	Net Amt.....
* Due 87-GOVERNMENT RECORDS SERVICE	\$300.00			\$0.00			\$ 300.00
* Due 3178-GREAT WORTH AMERICAN CONS	149.97			\$0.00			\$ 149.97
* Due 672-HANDI-CLEAN PRODUCTS	\$548.00			\$0.00			\$ 548.00
* Due 3255-HOLT COMPANY OF TEXAS	\$467.80			\$0.00			\$ 467.80
* Due 1000-IKON OFFICE SOLUTIONS	\$131.42			\$0.00			\$ 131.42
* Due 3262-INTELLIGENT CONCEPTS	\$110.00			\$0.00			\$ 110.00
* Due 767-JEAN WHITESIDE	\$547.00			\$0.00			\$ 547.00
* Due 1200-KEITH KEELING N.D.	\$390.00			\$0.00			\$ 390.00
* Due 217-KILGORE COLLEGE	\$525.00			\$0.00			\$ 525.00
* Due 3121-L. D. RESOURCES	\$308.25			\$0.00			\$ 308.25
* Due 3495-LORI SHRELL	\$11.00			\$0.00			\$ 11.00
* Due 1240-N. G. CLEANERS	\$347.00			\$0.00			\$ 347.00
* Due 1316-MARGARET DYER	\$13.06			\$0.00			\$ 13.06

Panola County  
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM  
Open Invoices thru 04/28/03

28 Apr 2003

PAGE 6

	Gross Amount.	Req. Req.	Discount Req. Req.	Net Amt.....
* Due 2086-WICKEY DORNAN	\$365.68	_____	\$0.00 _____	\$ 365.68
* Due 3437-MOBILE VISION	\$5868.00	_____	\$0.00 _____	\$ 5868.00
* Due 3091-DAK HILL RADIOLOGY ASSO	\$339.00	_____	\$0.00 _____	\$ 339.00
* Due 3327-OFFICE DEPOT CARD PLAN	\$828.10	_____	\$0.00 _____	\$ 828.10
* Due 3202-OLNSTED-KIRK PAPER COMPA	\$254.75	_____	\$0.00 _____	\$ 254.75
* Due 3039-OMNIBASE SERVICES INC	\$288.00	_____	\$0.00 _____	\$ 288.00
* Due 512-PANOLA COUNTY GENERAL FUN	\$412.00	_____	\$0.00 _____	\$ 412.00
* Due 3474-PANOLA COUNTY PLUMBING	\$180.00	_____	\$0.00 _____	\$ 180.00
* Due 677-PAYROLL TAXES & BENEFIT	\$611886.02	_____	\$0.00 _____	\$ 611886.02
* Due 3490-PIIONEER PRODUCTS INC	\$1299.32	_____	\$0.00 _____	\$ 1299.32
* Due 3384-PORTER'S INDUSTRIAL OF LA	\$36.00	_____	\$0.00 _____	\$ 36.00
* Due 373-PROSIGNS	\$790.00	_____	\$0.00 _____	\$ 790.00
* Due 60-R & J'S CUSTOM EXHAUST & NU	\$25.00	_____	\$0.00 _____	\$ 25.00
* Due 310-RADIO SHACK	\$54.84	_____	\$0.00 _____	\$ 54.84

Panola County  
THE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM  
Open Invoices thru 04/28/0328 Apr 2003  
PAGE 7

	Gross Amount.	Req. Req.	Discount Req.	Req. Req.	Net Amt.....
* Due 525-RICK MCPHERSON	\$600.00		\$0.00		\$ 600.00
* Due 2767-ROBERT G. CALLAHAN, N.D.	\$385.00		\$0.00		\$ 385.00
* Due 102-S & W TIRE	\$355.70		\$0.00		\$ 355.70
* Due 3296-S. D. TWONEY	\$50.00		\$0.00		\$ 50.00
* Due 189-SBC	\$277.83		\$0.00		\$ 277.83
* Due 31-SCOTT-MERRINAN, INC.	\$584.22		\$0.00		\$ 584.22
* Due 136-SHELBY LP GAS COMPANY	\$49.50		\$0.00		\$ 49.50
* Due 198-SHENANDOAH INSURANCE CON	\$1170.46		\$0.00		\$ 1170.46
* Due 2062-SMITH COUNTY CLERK	\$420.00		\$0.00		\$ 420.00
* Due 1830-SOLID ROCK WHOLESALERS	\$121.50		\$0.00		\$ 121.50
* Due 1674-STAT INC	\$175.00		\$0.00		\$ 175.00
* Due 474-STEEL BUILDING SUPPLY INC	\$2099.12		\$0.00		\$ 2099.12
* Due 980-STEVE MOTORS	\$2231.25		\$0.00		\$ 2231.25

Panola County  
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM  
Open Invoices thru 04/28/03

28 Apr 2003

PAGE 8

	Gross Amount.	Req. Req.	Discount Req.	Req. Req.	Net Amt.....
* Due 3219-STUDIO 23	\$28.75		\$0.00		\$ 28.75
* Due 2959-SUZZANE W. BLAKE MD	\$657.00		\$0.00		\$ 657.00
* Due 2880-SYDCOM COMMUNICATIONS	\$20.00		\$0.00		\$ 20.00
* Due 106-TEECO SAFETY, INC.	\$497.25		\$0.00		\$ 497.25
* Due 3493-TERRY L. BARNETT	\$32.40		\$0.00		\$ 32.40
* Due 2960-TERRY W. BLAKE PA-C	\$1256.00		\$0.00		\$ 1256.00
* Due 1098-TEXAS FILTER SERVICE INC	\$90.00		\$0.00		\$ 90.00
* Due 3399-TEXAS TRAUMA & EMERGENCY	\$925.00		\$0.00		\$ 925.00
* Due 1904-THE COMPUTER SHOP	\$270.45		\$0.00		\$ 270.45
* Due 3098-THE PRODUCTIVITY CENTER	\$600.00		\$0.00		\$ 600.00
* Due 161-THE SOFTWARE GROUP	\$35150.76		\$0.00		\$ 35150.76
* Due 3258-THE ST PAUL	\$5370.00		\$0.00		\$ 5370.00
* Due 1776-THE UNIVERSITY OF TEXAS	\$250.00		\$0.00		\$ 250.00

Panola County  
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM  
Open Invoices thru 04/28/03

28 Apr 2003  
PAGE 9

	Gross Amount.	Req. Req.	Discount Req.	Req. Req.	Net Amt.....
* Due 1715-TRANSCOR AMERICA INC	\$450.24	_____	\$0.00	_____	\$ 450.24
* Due 123-TYSON FOODS, INC.	\$72.00	_____	\$0.00	_____	\$ 72.00
* Due 675-UNIVERSITY OF TEXAS AT AU\$230.00		_____	\$0.00	_____	\$ 230.00
* Due 1650-USPS DISBURSING OFFICER \$230.00		_____	\$0.00	_____	\$ 230.00
* Due 3486-WALMART COMM CDA	\$21.84	_____	\$0.00	_____	\$ 21.84
* Due 2971-WALMART COMMUNITY SO	\$584.68	_____	\$0.00	_____	\$ 584.68
* Due 2533-WEST GROUP	\$970.77	_____	\$0.00	_____	\$ 970.77
* Due 2484-WINGFOOT COMMERCIAL TIRE \$73.92	\$73.92	_____	\$0.00	_____	\$ 73.92
* Due 64-XEROX CORPORATION	\$141.60	_____	\$0.00	_____	\$ 141.60
Totals	\$735345.89		\$0.00		\$ 735345.89

203 records listed.

Apr-15-2003 07:27am  
VOL. 41 PAGE 706

From: J.E. KINGHAM CONSTRUCTION

+936-5687544

T-834 P.001/002 F-707

---

**J. E. KINGHAM CONSTRUCTION CO.**  
P.O. BOX 630632  
NACOGDOCHES, TX 75963

Phone: 936-564-3329  
Fax: 936-569-7544

---

**PANOLA COUNTY COURTHOUSE ANNEX**

---

April 14, 2003


ARF ENGINEERS, INC.  
3201 S. MEDFORD DRIVE, SUITE 107  
LUFKIN, TX 75901

Attn: BURL RICHARDSON  
Re. Shelving Rooms 322 & 324

Dear Mr. RICHARDSON

Per your request, the cost to add the shelving at north wall in Room 322 and south wall in Room 324 as shown on revised drawing A2.3, 9' wide x ceiling height, will be **THREE THOUSAND THREE HUNDRED FORTY DOLLARS (\$3,340.00)**.  
Please call should you have any questions.

Sincerely,  
J. E. KINGHAM CONSTRUCTION CO.



JERRY CAMPBELL  
Project Manager

cc: File

**Holmes Millwork Company, Inc.**

1850 FM 699 Carthage, TX 75633  
 Phone (903) 693-5633 Fax (903) 693-5669

April 23, 2003

J. E. Kingham Construction Co.  
 312 Tyler Rd.  
 P.O. Box 630632  
 Nacogdoches, Texas 75963

Re: LUMAgard Armor Panels  
 Panola County Courthouse Annex  
 Carthage, Texas 75633

Attn: Jerry Campbell

An the behalf of Panola County Judge Terry Bailey, we are making the request to install LUMAgard bullet proof panels at the Court Reporter's desk in Room #101 and Room #208.

The cost for LUMAgard will be per court room:

(1) 4X8 Sheet @\$470.00	\$470.00
(2) Sheets OSB @\$7.50	15.00
4 hrs labor @\$43.50	174.00
Total Cost per Room:	\$659.00

Thank you,

*JH* 4-25-03

Tommy Holmes  
 Holmes Millwork Co., Inc.

*Tommy Holmes*

Accepted by: \_\_\_\_\_  
 Please sign and return for our records. Thank You.

*For Court Reporters desk AND Clerk desk  
 per Court room will be  
 It will TAKE 2 more sheet of LUMAgard 1,788.00*



## COUNTY OF SMITH

Commissioners Court  
Smith County Courthouse  
Tyler, Texas 75702

Phone 903-535-0575

Fax: 903-535-0599

April 15, 2003

Judge David Anderson  
County Courthouse  
110 S. Sycamore, Room 216-A  
Carthage, Texas 75633

RE: *Interlocal Emergency Mutual Aid Agreement*

Dear Judge Anderson:

If we learned anything from the recent Columbia disaster, we discovered that on any given day, tragedy could occur in any of our counties, forever changing our lives. Unfortunately, it is through these disasters that we discover we must prepare for the future while hoping that type of future does not arrive.

For purposes of federal disaster reimbursement many of you may have entered into Emergency Mutual Aid Agreements with adjoining counties. If you did so, you will recall the sense of urgency in which we found ourselves in order to receive federal reimbursement FEMA recommended we go ahead and enter into mutual aid agreements with counties "five deep" in order to eliminate the recent reactionary mode.

In that regard, enclosed are the original and one copy of *Interlocal Emergency Mutual Aid Agreement* between Smith County and your county. This agreement was adopted by Smith County Commissioners Court April 14, 2003. If your Court is interested in adopting this agreement, we would appreciate your signing same and returning the original directly to me

Thank you for your assistance in this matter

With best regards, I am

Very truly yours,

Becky Dempsey  
Smith County Judge

Enclosures

**INTERGOVERNMENTAL EMERGENCY MUTUAL AID AGREEMENT BETWEEN  
THE COUNTIES OF SMITH AND PANOLA**

WHEREAS, Texas law authorizes local governments to contract with each other to provide services, and

WHEREAS, the Counties of Smith and Panola find it to be in their best interest to have such mutual aid agreements between the two counties,

NOW, THEREFORE, in consideration of the above recitals and the covenants contained herein, the parties hereto agree as follows:

**Section One- Purpose**

The purpose of this agreement is to ensure the protection of the citizens of each county in the event of a major emergency or disaster. This agreement recognizes that the prompt and effective utilization of resources, including personnel, equipment, and supplies are a necessary component of responding to an emergency or disaster situation. This agreement further recognizes that in the event of a major emergency or disaster situation, the welfare of our citizens may require the assistance of other governmental entities in order to provide adequate protection and services.

**Section Two- Responsibilities**

1. Each County hereby agrees to provide such mutual aid as may be requested by a governmental unit, which has emergency conditions as defined by Texas law. The aid rendered shall be to the extent of available personnel and equipment not required for minimum needs of the responding County. The judgment of the providing entity shall be final as to the personnel and equipment so available.
2. Personnel dispatched to aid another entity shall remain employees of the responding entity, but shall work under the supervision of the requesting entity. Each county retains the right to withdraw any and all aid/personnel upon direction of the providing entity.
3. The providing entity will submit a claim for reimbursement including a list of hourly rates, equipment costs, and hours worked for all such aid rendered under this agreement. Claims for reimbursement for any loss or damage to any equipment will specify the equipment lost or damaged and the actual costs for replacement of or repairs to the equipment. Damage to equipment that is not related to performing eligible work, or damage that was reasonably avoidable is not eligible for reimbursement.
4. The requesting entity shall compensate any claim for costs incurred pursuant to this agreement at reasonable and customary labor and equipment rates.
5. All requests for mutual aid under this agreement shall be made by the local Emergency Management Coordinator or Director as set forth in the respective Emergency Management Plan for each county.

**Section Three - Liability**

Each covered entity will maintain workers compensation coverage for its employees and liability coverage for its vehicles and equipment. Any uninsured or extraordinary expenses may be a part of claimed costs for reimbursement. The requesting entity agrees to maintain adequate liability insurance under state law and to hold harmless and indemnify the providing entity for any and all claims occurring while its personnel and equipment are working under the direction of the requesting entity. These indemnities shall include attorney's fees and costs that may arise from providing aid pursuant to this agreement.

Neither party to this agreement shall be liable, for its failure or refusal to render aid pursuant to this agreement. The requesting entity shall have sole discretion to determine the manner in which such emergency aid may be used.

**Section Four - Finance**

The purpose of these recitals is to insure that any covered entity providing aid to another covered entity is reimbursed for all costs, damages, and expenses incurred from the provision of aid and assumes no additional liabilities as a result of this agreement. Each covered entity shall provide such reimbursement within 30 days of receipt of a claim for reimbursement from a covered entity from whom aid was requested.

**Section Five - Severability**

Should any term or condition of this agreement be found to be in violation of any law of the State of Texas or the United States, it shall be considered severed from this agreement and all other terms and conditions shall remain in full force and effect as if the illegal term or condition did not exist.

**Section Six - Termination**

The term of this agreement shall begin upon the date of signing by the participating parties and shall continue in full force and effect until such time as terminated according to the terms of this agreement.

Either Party may terminate this agreement upon ninety (90) days written notice sent to the Emergency Management Director of each participating entity and the Commissioners Court of each County.

IN WITNESS THEREOF, this Agreement, being approved by the Commissioners Court of each County, is duly executed by the parties subscribed below and is binding upon the providing and the requesting entity.

COUNTY OF SMITH

by: *Orchly Dimpsey*  
County Judge

Date signed 4-14-03

COUNTY OF PANOLA

by: *David Anderson*  
County Judge

Date signed 4-28-03

Approved as to Form:

*Keith*  
Attorney for Smith County

Approved as to Form:

*Ken Shell*  
Attorney for Panola County

## MUTUAL AID AGREEMENT BETWEEN THE COUNTIES OF PANOLA AND HARRISON

The contracting counties solemnly agree:

### SECTION 1. PURPOSE

The purpose of this agreement is to provide mutual aid among the counties of Panola and Harrison (herein referred to as the "counties") in meeting any emergency disaster from enemy attack or other cause, natural or otherwise. This agreement is made pursuant to the Interlocal Cooperation Act, Vernon's Texas Civil Statutes, Article 4413 (32c), and Vernon's Texas Codes Annotated, Government Code Chapter 418, commonly referred to as the Texas Disaster Act of 1975. This agreement recognizes that the prompt, but full and effective utilization of the welfare of the people thereof in the event of a major emergency or disaster. The Directors or Coordinators of Emergency Management of all party counties shall constitute a committee to formulate plans and take all necessary steps for implementation of this agreement. Such planning shall incorporate the use of resources, including personnel, equipment, and supplies necessary to provide mutual aid.

### SECTION 2. RESPONSIBILITIES

It shall be the duty of each party county to formulate emergency management plans and programs for application within counties. There shall be frequent consultation between the representatives of the counties with the State of Texas and the free exchange of information and services. In carrying out such plans and programs, member counties shall, so far as possible, provide and follow uniform standards, practices, rules, and regulations including:

- a. Warnings and signals for exercises and the mechanical devices to be used in connection therewith;
- b. Shutting off water mains, gas mains, electrical power connections and the suspension of all other utility services;
- c. Selection of all materials or equipment used or to be used for emergency management purposes to assure that such materials and equipment will be easily and freely interchangeable when used in or by any other party.
- d. The conduct of citizens and the movement and cessation of movement of pedestrians and vehicular traffic, prior, during and subsequent to exercises or disaster;
- e. The safety of public meetings or gatherings.

Any party county requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this agreement in accordance with the terms hereof; provided that it is understood that the county rendering aid may withhold resources to the extent necessary to provide reasonable protection for such county. Each party county while operating within its county limits under the terms and conditions of this agreement, shall have the same power (except that of arrest unless specifically authorized by the receiving county), duties, rights, privileges and immunities as if they were performing their duties in the county in which normally employed or normally rendering services. Emergency management forces will continue under the command and control of their regular leaders, but the organizational units will come under the operational control of the emergency management authorities of the county receiving assistance.

All requests for mutual aid under this agreement shall be made by the local Emergency Management Coordinator or Director through the State Disaster District organization and that organization will serve as a channel through which outside aid will be dispatched.

### SECTION 3. LIABILITY

No party county or its officers or employees rendering aid in another county pursuant to this agreement shall be liable on account of any act or omission in good faith on the part of such forces while engaged, or on account of the maintenance or use of any equipment or supplies in connection therewith.

**SECTION 4. SUPPLEMENTARY AGREEMENTS**

Inasmuch as it is probable that the pattern and detail of the arrangements for mutual aid among two (2) or more counties may differ from that appropriate among other counties party hereto, this instrument contains elements of broad base common to all counties, and nothing herein contained shall preclude any county or counties. Such supplementary agreements may comprehend, but shall not be limited to, provisions for evacuation and reception of injured and other persons, and the exchange of medical care, fire, police, public utility, reconnaissance, welfare, transportation and communications personnel, equipment and supplies.

**SECTION 5. FINANCE**

Any party county rendering aid in another county pursuant to this agreement shall be reimbursed by the county receiving such aid for any loss or damage to, or expense incurred in the operation of any equipment answering a request for aid, and for the cost incurred in connection with such request; provided, that expense, or other costs, and provided further that any two (2) or more party counties may enter into supplementary agreements establishing a different allocation of costs as among those counties.

**SECTION 6. SEVERABILITY**

This agreement shall continue in force and remain binding on each party county until the Commissioners' Court of such party county takes action to withdraw therefrom. Such action shall not be effective until 90 days after notice thereof has been sent to the Emergency Management Director of the party county desiring to withdraw to the Emergency Management Director of the other party county.

This agreement shall be construed to effectuate the purpose stated in Section 1 hereof. If any provision of this agreement is declared unconstitutional, or the applicability hereof to any persons or circumstances is held invalid, the constitutionality of the remainder of the agreement and the applicability thereof to the other person and circumstances shall not be effected thereby.

**SECTION 7. APPLICABILITY**

This agreement shall become operative immediately upon approval by any county as between it and any other county or counties so ratifying. Duly authenticated copies of this agreement and of such supplementary agreements as may be entered into shall, at the time of their approval, be deposited with each of the party counties and with the Division of Emergency Management and other appropriate agencies of the State of Texas.

This agreement shall become binding and obligatory when it shall have been approved by the Commissioners' Court of each county and signed by the County Judge of the respective counties enumerated in this agreement.

HARRISON COUNTY

PANOLA COUNTY

  
WAYNE McWHORTER, County Judge

  
DAVID L. ANDERSON, County Judge

Date: 5/27/03

Date: 4-28-03

RECORDED \_\_\_\_\_ O' CLOCK \_\_\_\_\_ M. ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2003

MICKEY DORMAN, COUNTY CLERK, P. C. T. 